CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
August 6, 2012
ISD #15 CENTRAL SERVICES CENTER (DISTRICT OFFICES)
4115 Ambassador Blvd. NW

5:15 pm City Council Tour of the Public Works/Police Facility
6:00 pm Regular City Council Meeting

1. Call to Order/Pledge of Allegiance
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
   a. Approve City Council Minutes – July 16, 2012
   b. Labor Agreement between the City of St. Francis and Law Enforcement Labor Services, Inc. Representing Police Officers January 1, 2012 – December 31, 2014
   c. Pay Estimate No. 8 from Amcon Construction Management for Gopher State Contractors Inc., St Cloud, Electrical Solutions, Inc., Classic Construction, Central Minnesota Fabricating, Maxx Steel Erectors, Northland Paving. LLC, Fabcon, Inc., Stronghold Industries, Inc., M. Reinert Drywall, Inc., Multiple Concepts Interiors, , Brothers Fire Protection, Altech Engineering Corp, Greystone Construction Co., Steinbrecher Painting, Overhead Door of the Northland, and Grazzini Brothers and Company
   d. Pay Estimate No. 9 from Amcon Construction Management for St Cloud, Electrical Solutions, Inc., North Metro Asphalt and Contracting, Classic Construction, Central Minnesota Fabricating, Northland Paving. LLC, Maxx Steel Erectors, Multiple Concepts Interiors, Overhead Door of the Northland , Greystone Construction Co., Construction Supply Inc., Tiffin Metal Products, and Grazzini Brothers and Co.
   e. St. Francis Lions Club 3.2 Permit Application for Oktoberfest, September 15, 2012 in Comm. Park
   f. Payment of Claims
5. Meeting Open to the Public
6. Petitions, Requests, Applications
   a. North American Red Fern Foundation (DBA- Healing Through Horses): 5k Run/Walk Permit Application 9/22/12
   b. St. Francis Lions Club 5K Run/Walk Permit Application 9/15/12
   c. Anoka County - Karen Skepper: Economic Gardening and Anoka County HRA/EDA Update
   d. Capital Improvement Plan 2013-2017: Public Hearing
   e. Rum River Regional Trail Master Plan
7. Ordinances & Resolutions:
   a Ord. 171, Second Series: Amending Section 10-20-4 Regarding Required Landscaping (2nd Reading)
   b. Ord. 172, Second Series: Amending Sign Ordinance Regarding Sandwich Board Signs (2nd Reading)
   c. Ord. 173, Second Series: Adding Section 8-3-5 Keeping of Bees (First Reading)
   d. Ord. 174, Second Series: Adding Section 2-11 in the City Code "Administrative Enforcement of Code Regulations" (First Reading)
   e. Resolution 2012-25: Approving the Extension to the Filing Deadline for a Minor Subdivision for a Property Division at 23725 Nacre Street NW
8. Reports of Consultants & Staff Members
   a. Engineer: Authorization to advertise the TH 47 Pedestrian Improvements project-Resolution 2012-26
   b. Attorney: 1) Discussion of potential amendment of lawful gambling ordinance
   2) 4020-233rd Avenue Property: Order requiring removal of gas tanks as a hazardous property
   c. Staff:
   Fire:
   Public Works:
   Liquor Store:
   Police:
   City Administrator: Policy on Tuition Reimbursement-Resolution 2012-27
9. Reports from Council Members
10. Report from Mayor
11. Old Business
    a. Ord. 170, Second Series: Amending Chapter 3 of the City Code Regarding Municipal Utilities
12. New Business
13. Adjournment

TO: Mayor & City Council

FROM: Matthew L. Hylen,
City Administrator

RE: Agenda Memorandum – August 6, 2012 Meeting

Agenda Items:

4. **Consent Agenda:**
   c. Pay Estimate #8 for the Police/Public Works Facility: Attached is the current pay request in the amount of $664,150 for the Police/Public Works Facility. The appropriate retainage has been withheld.
   d. Pay Estimate #9 for the Police/Public Works Facility: Attached is the current pay request in the amount of $665,165 for the Police/Public Works Facility. The appropriate retainage has been withheld.
6. **Petitions, Requests, Applications:**
   a. North American Red Fern Foundation 5K Run/Walk Permit: Consideration should be given to accepting this permit application.
   b. St. Francis Lions Club 5K Run/Walk Permit: This is an event held during Oktoberfest, September 15. The route is the same as the last couple of years. Consideration should be given to accepting this permit application.
   c. Anoka County HRA/EDA: Karen Skepper, Anoka County HRA/EDA Director will be present to discuss the current "economic gardening" as well as a general update regarding Anoka County HRA/EDA activities.
   d. Capital Improvement Plan 2013-2017: As per our Home Rule Charter the Council must hold a public hearing on this document. Mayor Tveit will declare the Public Hearing open. Mayor Tveit can entertain questions/concerns from the citizens relating to the CIP. Next, after the citizens have spoken, the public hearing would be declared closed. Finance Director Darcy Mulvihill has prepared an Agenda Report for your review.
   e. Rum River Regional Trail Master Plan: Attached is the letter received from Anoka County Parks and Recreation Department regarding the Rum River Regional Trail. They are interested in receiving our feedback to their proposed plan.
7. **Ordinances & Resolutions:**
   a. *Ordinance 171, Second Series:* Ordinance 171, Second Series (second reading) updates the City Required Landscaping for new developments. This Ordinance has been recommended by the Planning Commission. A motion and roll call vote would be in order for the second reading of Ordinance 171.
   b. *Ordinance 172, Second Series:* Ordinance 172, Second Series (second reading) updates the City Requirements for Sandwich Board Signage. This Ordinance has been recommended by the Planning Commission. A motion and roll call vote would be in order for the second reading of Ordinance 172.
   c. *Ordinance 173, Second Series:* Ordinance 173, Second Series (first reading) creates a section of the City Code to regulate the keeping of bees. This Ordinance has been recommended by the Planning Commission. A motion and roll call vote would be in order for the first reading of Ordinance 173.
   d. *Ordinance 174, Second Series:* Ordinance 174, Second Series (first reading) adds Section 2-11 to the City Code entitled "Administrative Enforcement of Code

Regulations". A motion and roll call vote would be in order for the first reading of Ordinance 174.

e. *Resolution 2012-25:* Resolution 2012-25 approves an extension to the filing deadline for a minor subdivision for a property division at 23725 Nacre Street NW. If the Council concurs with granting an extension, a motion would be in order to approve Resolution 2012-25.

8. Reports:

a. **Engineer:** *Hwy 47 & Pederson Drive Pedestrian Flashing Sign:* City Engineer Jared Voge has a memorandum and Resolution 2012-26 approving the plans and specifications and ordering the advertisement for bids for the pedestrian crossing.

b. **City Attorney:** *Lawful Gambling use of Proceeds:* Attached is a memorandum from City Attorney Lepak regard the City Council questions of the use of Lawful gambling proceeds.
4020 233rd Avenue Northwest: Attached is a memorandum from Mr. Lepak and his recommended order to remove gas tanks for this property.

c. **Staff:**
Fire:
Public Works:
Liquor Store:
Police:
City Administrator: *Personnel Policy Update to Tuition Reimbursement:* Due to budgetary limitations, I recommend Council eliminate the section of the personnel policy (Tuition Eligibility Criteria) allowing for the reimbursement of further education (college). A motion would be in order to approve Resolution 2012-27.

11. Old Business

a. Ordinance 170, Second Series: Mayor Tveit has requested this be placed under old business. Attached is Ordinance 170. The following is what was reported in the last agenda memorandum: "Ordinance 170, Second Series: Ordinance 170, Second Series (second reading) updates the Utility Code of the City. The first reading was back on June 4, 2012. A motion and roll call vote would be in order for this Ordinance." Note: If Council chooses to proceed, staff would recommend starting over with a first reading.

12. New Business:

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

CITY COUNCIL MINUTES

JULY 16, 2012

1. **Call to Order/Pledge of Allegiance:** The regular City Council Meeting was called to order by Mayor Jerry Tveit at 6:00 p m.

2. **Roll Call:** Present were Mayor Jerry Tveit, Council members Jeff Sandoval, Tim Brown Steve Kane and Chris McClish. Also present were Also present were City Attorney Scott Lepak (Barna, Guzy and Steffen, Ltd) ,City Engineer Jared Voge (Bolton & Menk, Inc.), Police Chief Jeff Harapat, Public Works Director Paul Teicher, Finance Director Darcy Mulvihill, Building Official Andy Schreder, City Administrator Matt Hylen and City Clerk Barb.

3. **Adopt Agenda:** MOTION BY SANDOVAL SECOND McCLISH TO ADOPT THE JULY 16, 2012 CITY COUNCIL AGENDA AS AMENDED. Add 8c. Building Official Report and Public Works Director would like to talk about boulevard trees. Motion carried 5-0.

4. **Consent Agenda:** MOTION BY BROWN SECOND KANE TO APPROVE THE JULY 16, 2012, CITY COUNCIL CONSENT AGENDA A-E AS FOLLOWS:

a. Approve the City Council Minutes of July 2, 2012.
b. Hire Jeremy Shook as a Full Time Public Works Employee.
c. Acknowledge the Application for Exempt Permit with no waiting period for MN Waterfowl Cedar Creek Chapter at St. Francis American Legion on September 13, 2012.
d. Hire Nicole Peterson as a Part Time Liquor Store Clerk.
e. Approve the Payment of Claims for $430,880.18 (Check Numbers 63941-64011).

Motion carried 5-0.

5. **Meeting Open to the Public:** Walter Loeffler, 23245 Navajo Street NW like to address the Council on Ordinance 170. I do not think the City should have any say if we have our own well when we water our grass.

Scott Packer, 23266 Navajo St. also feels Ordinance 170 is unfair. I don't think that I should to follow the City watering ban when I have my own well and own resources.

6. **Petitions, Requests, Applications:**

a. **4020-233rd Avenue: Hearing on Determination of Public Health and Safety Hazard:** This property of subject also known as the "Old" Food-N-Fuel property has been a blighted property in St. Francis for nine years. Due to the neglected state of the four underground fuel storage tanks located on the property, a present health and safety hazard exists in the form of potential groundwater contamination, contaminated soil and soil vapor. Administrative Intern, Chris Mickelson provided an agenda report outlining the background of this property site. Tonight is the hearing for the owners to be able to address the City Council

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regarding this topic. The action tonight is only with the tanks. Staff has been in contact with Minnesota Pollution Control regarding them. The budget impact is a concern unless MDW Equity, LLC pays for the removal and clean-up of the underground storage tanks. However, if MDW Equity, LLC fails to act, the City would pay for the costs incurred and bill MDW Equity, LLC. Two estimates were obtained for the clean-up. If MDW Equity, LLC fails to reimburse the City within 90 days for all costs incurred, charges may be certified to the County and collected as a special assessment. The order gives them ten days to make a change with the tanks. They did contact staff; however, they were not present. The City does have to follow the proper procedures and guidelines. Brown asked could there be a property lien put on the property instead of a special assessment. Kane asked if the canopy would also be taken down. Hylen said I believe it will need to come down when the tanks are moved. Mayor Tveit opened the hearing 6:17 pm for public comment. No additional input was given by the public and/or property owner. Mayor Tveit closed the hearing at 6:18 pm. MOTION BY SANDOVAL SECOND BROWN TO DECLARE 4020-233rd AVENUE A HAZARDOUS PROPERTY AND ORDER MDW EQUITY, LLC TO REMOVE THE FOUR UNDERGROUND FUEL STORAGE TANKS LOCATED ON THE PROPERTY. Motion carried 5-0. Staff will notify the property owner.

b. **Comp Plan Amendment for 230th & Ivywood – Resolution 2012-22:** MOTION BY KANE SECOND SANDOVAL APPROVING A COMPREHENSIVE PLAN AMENDMENT FOR 23031 IVYWOOD STREET TO CHANGE THE LAND USE DESIGNATION FROM PARK TO SINGLE FAMILY RESIDENTIAL. Sandoval wants it noted this parcel was zoned residential before the City received it. Motion carried 5-0.

7. **Ordinances & Resolution:**

a **Ord. 170, Second Series: Amending Chapter 3 of the City Code Regarding Municipal Utilities (2nd Reading)**: Failed for the lack of a motion.

b. **Resolution 2012-23: Approving the Summary Publication of Ordinance 170, Second Series Amending Chapter 3 of the City Code Regarding Municipal Utilities:** Due to the fact Ordinance 170, Second Series did not pass for the lack of a motion, there is no need to publish the summary.

c. **Ord. 171, Second Series: Amending Section 10-20-4 Regarding Required Landscaping (First Reading):** MOTION BY KANE SECOND SANDOVAL APPROVING THE FIRST READING OF ORDINANCE 171, SECOND SERIES MENDING SECTION 10-20-4 REGARDING REQUIRED LANDSCAPING. Sandoval said I think this follows what other cities have. Tveit do not totally agree with the requirement of planting certain trees and the requirement of a one-year warranty. I do not totally disagree with the ordinance but think it is a little intrusive. Sandoval stated most businesses guarantees trees for a year. Tveit stated I just don't think the City should dictate the types of trees that needs to be planted. I do think the landscape should be required. Brown said if you leave it up to the developer or landowner, they probably will put in the cheapest trees and you will see the results in twenty years. Roll Call: Ayes: McClish, Kane, Sandoval and Brown. Nays: Tveit. Motion carried 4-1.

d. **Ord. 172, Second Series: Amending Sign Ordinance Regarding Sandwich Board Signs (First Reading):** MOTION BY SANDOVAL SECOND McCLISH APPROVING THE FIRST READING OF ORDINANCE 172, SECOND SERIES AMENDING SIGN ORDINANCE REGGARDING SANDWICH BOARD SIGNS. Sandoval said I think some businesses are confusing sandwich boards with their regular signage. There seemed to be some confusion with our current ordinance on sandwich board so that is why this amendment is before

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us for clarification. Roll Call: Ayes: Sandoval, Brown, Kane, McClish and Tveit. Nays: none. Motion carried 5-0.

e. **Resolution 2012-24: Approving the Transfer from General Fund to EDA Lease Purchase Revenue Bonds Debt Service:** MOTION BY KANE SECOND McCLISH ADOPTING RESOLUTION 2012-24 A RESOLUTION APPROVING THE TRANSFER FROM GENERAL FUND TO EDA LEASE PURCHASE REVENUE BONDS DEBT SERVICE. Motion carried 5-0.

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

a. **Engineer: Hwy 47 & Pederson Drive Pedestrian Flashing Signage Update:** City Engineer Jared Voge showed a brief power point presentation on the flashing pedestrian signage for Hwy47 and Pederson Drive intersection. We have been pursuing a new type of flashing system along with MnDOT. There will not be a signal light at this intersection at this time. At the August 6, 2012 City Council meeting plans should be available for the City Council to act on. This is a new type of signage and will be the first in the State. Brown asked the timeframe. Voge stated it is unlikely it will be completed before school starts. Kane asked where is the funding coming from. Hylen said we did find out that MnDOT does not have any funding available. The City and School district will split the cost.

Building Official Report: Building Official Andy Schreder gave a report and an update on building construction and permits. To date we have issued 231 permits with four being new single-family homes. Over 200 inspections have been completed since the beginning of the year. Currently we are working with the City of Nowthen in regards to building inspections. I work there Tuesdays and Thursday.

b. **Attorney: Closed Meeting to Discuss Labor Negotiations Pursuant to MN Statue 13D.03:** MOTION BY SANDOVAL SECOND KANE TO GO INTO A CLOSED SESSION AT 6:43 PM TO DISCUSS LABOR NEGOTIATIONS STRATEGY PURSUANT TO MN STATUTED 13D.03. The City Council was back in session at 6:46 pm. Lepak stated no action is required.

c. Staff:

c. Staff:

Fire Department:

Public Works: Boulevard Trees: One item that we are looking at this and next year is boulevard trees regulations. Staff is working on a policy and procedures for current and future boulevard trees. Two extremes are the homeowners are responsible for the trees and the other is trees are not even allowed in the boulevard.

Liquor Store:

Police Dept: Regional Crime Analysis Diagram: Police Chief Jeff Harapat provided the City Council with diagrams the Lino Lakes Police Department gathered on Crime Density in Anoka County. Interesting diagram because you can see the trend moving north. Things are going good. I am not just speaking for myself but we have not been budgeting for needs. A couple years ago, when we went out for a COPS Grant, the council said go for two. We did not receive the grant but the need is still there for an officer. Our office staff also cannot keep up with the current workload. Currently we have two liaison officers. The quickest way we can get another officer on the street is to eliminate one of the liaison positions at the school. Sandoval,

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Kane and Brown all agreed they would support keeping the officer if the school agreed to go with one liaison. McClish totally agreed that we need more officers on the street.

City Administrator Report: Budget Discussion: Hylen said I will use a quote from Chief Harapat "we have not budgeted for our needs". Hylen stated I believe we have been very careful with our budgets. Each department could use and need additional man power. We are currently looking at a budget shortfall of about $300,000 for 2013 at the preliminary stage of our budget process. We together need to balance our budget. As a management team, we are currently working on possibilities. What are our true needs? At the August 6, 2012 City Council meeting we will have a public hearing on the Capital Improvement Plan. We will not present a budget that is $300,000 over. This is going to be even tougher than last year. Currently we have an education reimbursement plan in our City's Policy. Unfortunately, this has become a financial burden to us. I love the program but I cannot tell you how we are going to pay current and future tuition reimbursements. If you would like to have a financial budget workshop please let me know. We need to know direction on a levy and whether or not you are looking at an increase.

9. **Reports from Council Members**: No report.

10. **Report from Mayor:** We have been talking a lot about different cuts over the last number of years. It is up to us to be good stewards of our taxpayers money.

a. **Council Attendance Discussion:** A couple weeks ago, we did not have a quorum and it was quite embarrassing. Some options were to censure or even hold back pay but I don't really want to go that way. I really want to encourage our council to make it to the meeting and understand things do come up. We wanted this job so we need to make it a priority.

11. **Old Business**: Brown said in regards Ordinance 170, which failed for a lack of a motion. Mayor you seemed to be pretty quick stating it failed for the lack of a motion. Brown said let's set a budget meeting. After general discussion, August 5, 2012 was set as a budget workshop at 1:00 pm at City Hall.

Brown stated in regards to attendance, we do have to watch it closer and give as much notice as possible.

12. **New Business:** Kane stated he has been approached by some people to look at changing our gambling ordinance and requiring the organizations to donate 10% back to the City. The revenue could help parks and possibly Pioneer Days. Tveit said I have been approached too. Is this is something the City should look at. Not opposed to it but not really in favor of requirement of a set percentage. In regards to our ordinance, Kane asked is anyone opposed to requiring the outside gambling organization a portion of their profits. The council agreed to look at the current gambling ordinance. Kane said maybe let's see what other communities are do.

13. **Adjournment:** The City Council adjourned the meeting at 7: 40 pm.

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Barbara I. Held, City Clerk

LABOR AGREEMENT

between

THE CITY OF ST. FRANCIS

and

LAW ENFORCEMENT
LABOR SERVICES, INC.

Representing
POLICE OFFICERS

January 1, 2012 – December 31, 2014

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

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

ARTICLE I.
PURPOSE OF AGREEMENT

The intent and purpose of this Agreement is to:

1.1 Establish certain hours, wages and other conditions of employment; and

1.2 Establish procedures for the resolution of disputes concerning the interpretation and/or application of the Agreement

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

ARTICLE II.
RECOGNITION

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

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

ARTICLE III.
UNION SECURITY

3.1 The Employer agrees to cooperate with the Union in facilitating the deduction of the regular monthly Union dues for those employees in the unit who are members of the Union and who request in writing to have their regular monthly Union dues checked off and remit to the appropriate designated officer of the Union.

3.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under provisions of this Article.

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

ARTICLE IV.
NO STRIKE

4.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation of the rights, privileges or obligations of employment, during the life of this Agreement.

4.2 In the event that any employee violates this Article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE V.
GRIEVANCE PROCEDURE

5.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

5.2 Union Representatives. The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by 6.2 of this Agreement.

5.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall, therefore, be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the

Employer during normal working hours provided that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

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

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed in Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

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

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer- designated representative shall give the Union the Employer's answer in writing within ten (1 0) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public

Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" established by the State of Minnesota Bureau of Mediation Services.

5.5 Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

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

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

5.7 Choice of Remedy. If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 5 or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other

than Step 4 of Article 5, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 5. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article 5 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 5. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE VI.
MANAGEMENT RIGHTS

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

6.2 Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City of St. Francis in all of its various aspects, including but not limited to the right to operate and manage all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services, and to perform such other inherent managerial functions as set forth in the Minnesota Public Employee Labor Relations Act of 1971, as amended.

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

ARTICLE VII.
NON-DISCRIMINATION

Neither the Union nor the Employer shall discriminate against any employee because of Union membership or nonmembership, nor because of race, creed, sex, color, national origin, marital

status, status with regard to public assistance, disability, known relationship or association with an individual who has a disability, age or religion. Sexual harassment is considered discrimination under this Article. The Employer is specifically permitted to take all actions necessary to comply with the Americans With Disabilities Act.

ARTICLE VIII.
SAVINGS CLAUSE

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

ARTICLE IX.
SICK LEAVE

9.1 All employees in the bargaining unit shall accumulate sick leave at the rate of one (1) working day, based on their regularly scheduled hours per shift, each calendar month of full-time service. Less than full-time employees shall receive sick leave on a pro-rated basis. Sick leave may be accumulated to a maximum of one hundred (100) days. Any accumulation over one hundred (100) days shall be placed in the sick leave bank to be used for personal illness or family illness allowed by state statute. Sick leave shall be charged in one (1) hour increments.

9.2 Sick leave shall be granted for absence from duty because of illness, injury or legal quarantine of the employee or minor child. Sick leave not to exceed three (3) days or one (1) day in the case of the birth of a child, may be used when an employee's presence is required at home or in the hospital by reason of serious illness or hospitalization of an employee's parent living in the employee's household but such sick leave must be authorized by the Chief of Police and City Council Police Liaison and shall be verified by a doctor's certificate or any such other evidence as may be required.

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

A. Report to the Chief of Police the reason for the absence by 8:00 a.m. or if the employee is not on a day shift at least two hours prior to the start of the shift.

B. Keep the Chief of Police informed of his/her condition.

C. Submit a medical certification if the absence is more than three (3) days if required by the Chief of Police.

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

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

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

ARTICLE X.
JURY DUTY

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

ARTICLE XI.
LEAVES OF ABSENCE

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

ARTICLE XII.
HOURS OF WORK

12.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week. The Employer reserves the right to establish work schedules without regard to unusual or traditional practices. Regular schedules shall not be construed as excluding shift rotations and emergency work schedules based on public necessity as determined by the Employer. The Employer reserves the right to establish work schedules. These schedules shall be posted on the first day of each month period to the scheduled month, (example: October schedule to be posted September 1st).

12.2 All hours worked in excess of 160 hours in a 28-day work cycle shall be compensated for with pay at the rate of time and one-half regular salary. For the purpose of this section, vacation, sick leave and holiday bank time used shall be considered as time worked. For any employee called in to work other than during the scheduled work shift, a minimum of two (2) hours pay shall be granted at the rate of one and one-half (1½) times at their base rate of pay.

12.3 Court time. An employee who is required to appear in Court during his/her scheduled off duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the two (2) hours minimum.

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

12.4 Except as limited by Section 12.1 Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer.

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

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

12.7 Employees will not lose existing accrued compensatory time off and may use this accrued compensatory time off on the same basis as under the prior collective bargaining agreement.

ARTICLE XIII.
HOLIDAYS

13.1 The following days are established holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
President's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day (½ Day)
Labor Day	Christmas Day

For January 1, 2012 through December 31, 2012, "individuals who are not scheduled to work on an actual holiday will be paid for eight (8) hours of work." "Individuals who are scheduled to work on an actual holiday and take the day off will only be paid a maximum of eight (8) hours. The provisions of this paragraph will expire on December 31, 2012.

For January 1, 2012 through December 31, 2012, Employees who are scheduled to work on an actual holiday shall receive two times (2.x's) their regular rate of pay for any hours worked on that holiday. The provisions of this paragraph will expire on December 31, 2012.

13.2 Effective January 1, 2013, the Holiday leave provisions of Section 13.1 will no longer apply but the Holidays will continue to be listed. Employees will be annually credited with a holiday bank of 92 hours on January 1, 2013 and on January 1 of each subsequent year of the Agreement. This holiday bank will be administered as follows:

a. Employees may request to utilize the hours in the holiday bank subject to the City's discretion on whether such request may be granted consistent with the needs of the department.

b. Holiday banked hours that are not used by December 31 of the applicable year will be cashed out and paid to the employee on the last pay period for the applicable year.

c. Holiday banked hours taken will be considered time worked for purposes of calculating an employee's eligibility for overtime pursuant to Section 12.2 of this Agreement.

d. In the event that an employee leaves during the year, the City will identify which of the Holidays in Section 13.1 have occurred prior to the separation date. Each holiday that has occurred will be multiplied by eight (8) hours to establish the prorated Holiday

bank. In the event that the separating officer has utilized fewer hours than this pro rated Holiday bank, the officer will receive compensation for the balance of hours in the bank. In the event that the separating officer has utilized more hours than this pro rated Holiday bank, the officer's final check will be reduced to reflect the negative balance of hours in the bank.

13.3 Effective January 1, 2013, employees will receive one and one-half times their regular hourly rate for all hours actually worked on a Holiday.

a. These hours will not be considered hours worked for purposes of calculating overtime eligibility.

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

c. For purposes of this Section, the designated holiday will be defined as midnight of the day prior to the actual holiday until 11:59 p.m. of the actual holiday. This time does not need to correspond to a full shift.

ARTICLE XIV.
VACATIONS

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

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

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

Years of Service	Days/Year	Hrs/Pay Period	Max Accumulation
0-5	10	3.077	120
6-10	15	4.615	180
11	16	4.923	180

12	17	5.231	180
13	18	5.538	180
14	19	5.846	180
15+	20	6.154	180

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

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

ARTICLE XV.
FUNERAL LEAVE

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

ARTICLE XVI.
DISCIPLINE

16.1 For the purpose of this Article, an employee shall be any regular police officer having successfully completed his or her probationary period.

16.2 The Employer will discipline employees for just cause only discipline will be in one or more of the following forms:

A. Oral reprimand;
B. Written reprimand;
C. Suspension;
D. Demotion;
E. Discharge.

16.3 Suspensions, demotions or discharges will be in written form.

16.4 Written reprimands, notices of suspension and notices of discharge which are to become a part of an Employee's personnel file shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimands and/or notices.

16.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

16.6 Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the Grievance Procedure.

ARTICLE XVII.
WAGE RATE

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

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

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

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

Thereafter, each employee (except employees who have been employed by the Police Department less than one year) shall have a uniform allowance up to $600 in 2008, $625 in 2009 and $650 in 2010 annually to replace worn or damaged items listed above or leather items worn while working. In order to use this amount, the employee must submit a request for the article of replacement clothing or accessory on a form prepared the by Police Chief. The Police Chief or designee will then order the article and charge the

amount against the Employee's uniform allowance. The Police Chief may not deny a properly submitted uniform request unless the request would exceed the allowance or if the request covered an article of clothing that is not listed above or does not replace an existing accessory. Employees terminating from the Police Department for any reason must return their entire uniform, including accessories, except for any items that were individually purchased by the officer using resources other than the uniform allowance or the leather replacement for items initially furnished by the employee.

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

17.4 The City of St. Francis will provide a professional liability insurance policy, customarily referred to as false arrest insurance, for each police officer at a cost provided by the City.

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

17.6 Postretirement Health Care Savings Plan: The City has implemented the MSRS Health Care Savings Plan (HCSP). This Plan is subject to the requirements and restrictions of Minnesota Statutes Section 352.98. Generally stated, it allows employees the opportunity to save money on a pre-tax basis to pay for medical expenses and/or health insurance premiums after termination of public service. Employees will be able to choose form several different investments options provided by the State Board of Investments. Assets in the program will accumulate tax-free.

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

1) The Employee shall have at least eighteen (18) months of service with the City.

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

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

17.7 Employees terminating employment under honorable conditions after eighteen (18) months of continuous employment will receive severance pay which shall be computed at his/her regular rate of pay at the time of severance and shall amount to fifty percent (50%) of the accumulated sick leave balance. This amount will be placed into the employee's Health Care Savings Plan provided that the employee meets the eligibility requirements of Section 17.6 (requiring eighteen (18) months of service) at the conversion rate established by the City Council pursuant to section 17.6. The employee is not eligible to receive the 50% balance of accumulated sick leave.

17.8 The City hereby agrees to purchase one bullet-proof vest for each Police Officer, and provide maintenance of the outer shell of the vest as provided for under the State reimbursement program, with the understanding that the vest purchased will be agreed upon by the Union Steward and the Police Chief. The City will replace bullet proof vests every five years.

17.9 The probationary period shall be twelve (12) months or two thousand eighty (2,080) hours or Post Board certification, whichever is later. At any time during the probationary period, a newly hired or rehired Employee may be terminated at the sole discretion of the Employer and the Employee may not appeal the termination through the grievance procedure.

ARTICLE XVIII.
SENIORITY

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

18.2 The City shall consider the layoff of Employees by classification within their departmental division in the inverse order of seniority providing the remaining

Employees have the demonstrated ability and qualifications to perform the remaining work as determined by the City.

18.3 Employees on layoffs shall be recalled in the order of seniority, providing that those recalled have the demonstrated ability and qualifications to perform the available work as determined by the City.

18.4 In the event of layoff, the Employee shall notify the Union Steward 30 days prior to layoff.

18.5 Seniority shall terminate upon:

A. Discharge
B. Voluntary quitting
C. Layoff for a period of one (1) year or more
D. Failure of the employee to accept and report for work within one (1) week after notification of his/her recall
E. The employee obtaining a leave of absence by false or misleading statements

18.6 Shift rotation shall be selected on the basis of seniority.

ARTICLE XIX.
COMPLETE AGREEMENT

19.1 This Agreement constitutes the complete and total collective bargaining agreement between the parties and shall prevail between the Employer and the Union with respect to wages, hours of work and other conditions of employment and shall supersede all previous and current practices not contained herein.

19.2 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

19.3 This Agreement may be amended any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

ARTICLE XX.
DURATION

This Agreement shall be in full force and effect from January 1, 2012 through December 31, 2014, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1, 2014, or by June 1 prior to any subsequent anniversary date, that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this _____day of _____, 2012.

FOR THE CITY OF ST. FRANCIS	LAW ENFORCEMENT LABOR SERVICES, INC.
_____	_____
Mayor	Business Agent
_____	_____
Police Liaison	Steward
_____	
Police Chief	

570954-v1

APPENDIX A

2008 SALARY SCHEDULE
(3.25% INCREASE)

Step 1 Start	Step 2 6 Months	Step 3 1 Year	Step 4 2 Years	Step 5 3 Years	Step 6 4 Years
$21.20	$22.40	$23.67	$25.03	$26.46	$27.99

2009 SALARY SCHEDULE
(3.25% INCREASE)

Step 1 Start	Step 2 6 Months	Step 3 1 Year	Step 4 2 Years	Step 5 3 Years	Step 6 4 Years
$21.88	$23.12	$24.43	$25.84	$27.31	$28.89

2012-2013 SALARY SCHEDULE
(3.25% INCREASE)

Step 1 Start	Step 2 6 Months	Step 3 1 Year	Step 4 2 Years	Step 5 3 Years	Step 6 4 Years
$22.59	$23.87	$25.22	$26.67	$28.19	$29.82

2014 SALARY SCHEDULE
(1.5% INCREASE)

Step 1 Start	Step 2 6 Months	Step 3 1 Year	Step 4 2 Years	Step 5 3 Years	Step 6 4 Years
$22.93	$24.23	$25.60	$27.07	$28.61	$30.27

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

Supplement Pay:

A. School Liaison - An employee assigned to school liaison duties shall receive an additional forty-five cents ($.45) per hour for time worked in that capacity. The application of school liaison pay shall apply only during the regular school year, not during the summer term, and shall not apply on those days that schools are closed for holidays or otherwise.

B. Shift Differential - Any officer who works a shift that begins before 6:00 a.m. or ends after 6:00 p.m. shall be entitled to receive night differential pay for the entire shift, provided, however, that the officer must work a minimum of four (4) hours0 of the shift between 6:00 p.m. and 6:00 a.m. Night differential pay shall be forty-five cents ($.45) per hour.

C. FTO - Employees assigned to conduct field training for new employees shall receive 1 hour pay for each 8, 10, or 12 hours of Field Training Officer duties.

570954-v1

AMCON
Design/Build | Construction Management
General Contracting

APPLICATION AND CERTIFICATE FOR PAYMENT

To (Owner): City of St. Francis
23340 Cree St. NW
St. Francis, MN 55070

Project: St. Francis Police & Public Works
4058 St. Francis Blvd
St. Francis, MN 55070

Construction Manager: Amcon CM, LLC
1715 Yankee Doodle Road, Suite 200
Eagan, MN 55121

Architect: Power Engineers Inc
105 East 4th St., Suite 200
Northfield, MN 55057

Application #: 8

Dated: 6/30/2012

Project No: CM234

Page: 1 of 2

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received fro the Owner, and that current payment shown herein is now due.

CONTRACTOR: Amcon CM, LLC

BY: Adam Winberg

DATE: 6/27/12

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: Power Engineers Inc.

BY: Miles D. Bitz

DATE:

OWNER: City of St. Francis

BY:

DATE:

CHANGE ORDER SUMMARY

Change Order Number	Approval Date	Amount
1	6/30/2012	79,509
TOTAL		$79,509

Thank You

Application is made for payment as shown below in connection with the Contract Continuation Sheet attached.

The present status of the account for this contract is as follows:

Original Budget Sum:	$6,425,937
Change Orders To Contract:	$79,509
Contract Value	$6,505,446
Total Completed & Stored To Date:	$4,359,742
Retention:	$217,986
Total Earned, Less Retention:	$4,141,756
Previous Applications For Payment:	$3,477,606
Current Payment Due:	$664,150
Previously Submitted & Not Paid Applications:	$0
TOTAL DUE:	**$664,150**

1715 Yankee Doodle Road, Suite 200 | Eagan, Minnesota 55121-1698 | Tel: 651.379.9090 | Fax: 651.379.9091
Email: custserv@amconconstruction.com | Website: www.amconconstruction.com

AMCON
Design/Build | Construction Management
General Contracting

CONTRACT CONTINUATION

Project: St. Francis Police & Public Works
St. Francis, MN

Application #: 8
Dated: 6/30/2012
Project No: CM 234

#	Cost Code	Description	Subcontractor/ Supplier	Original Contract	Changes To Contract	Sum to Date	Total Completed to Date	Retention	Total Earned Less Retention	Previous Requests	Current Payment Due	% Completed	Balance to Finish
1	C-01	Site Grading/Excavating/Demo	North Metro Asphalt & Contract	$344,942	$3,715	$348,657	$291,992	$14,600	$ 277,392	$277,392	$0	84%	$56,665
2	C-02	Site Utilities	New Look Contracting Inc.	284,500	15,506	300,006	294,146	14,707	279,439	279,439	0	98%	5,860
3	C-03	Asphalt Paving	Northland Paving, LLC	448,200	2,671	450,871	99,000	4,950	94,050	43,700	50,350	22%	351,871
4	C-04	Landscaping/Irrigation/Ret. Walls	Noble Nursery Retail	47,365	(335)	47,030	0	0	0	0	0	0%	47,030
5	C-05	Concrete & Masonry	Classic Construction of Cedar M	777,988	8	777,996	679,329	33,966	645,363	596,457	48,906	87%	98,667
6	C-06	Precast Concrete	Fabcon Inc	677,907	783	678,690	678,690	33,935	644,755	644,755	0	100%	0
7	C-07	Steel Fabrication (Supply)	Central Minnesota Fabricating	340,330	865	341,195	328,626	16,431	312,195	297,697	14,498	96%	12,569
8	C-08	Steel Erection	Maxx Steel Erectors	69,900	1,651	71,551	63,813	3,191	60,622	55,872	4,750	89%	7,738
9	C-09	Windows-Fiberglass (Supply)	Shaw Stewart Lumber Co	22,225	0	22,225	22,225	1,111	21,114	21,114	0	100%	0
10	C-10	Carpentry-Gen Construction	Gopher State Contractors Inc	123,310	1,823	125,133	75,275	3,764	71,511	68,006	3,505	60%	49,858
11	C-11	Architectural Woodwork, Cabinet	Southern MN Woodcraft Inc	47,950	3,185	51,135	3,040	152	2,888	2,888	0	6%	48,095
12	C-12	Flat Roofing	McDowall Company	400,650	0	400,650	392,680	19,634	373,046	373,046	0	98%	7,970
13	C-13	HM Doors/Hardware (Supply)	Straughan Hardware Inc	96,980	(205)	96,775	0	0	0	0	0	0%	96,775
14	C-14	Overhead Doors	Overhead Door of the Northlan	70,298	1,341	71,639	51,630	2,582	49,048	0	49,048	72%	20,009
15	C-15	Specialty Doors - Detention	Stronghold Industries Inc	24,400	0	24,400	12,000	600	11,400	11,400	0	49%	12,400
16	C-16	Glass and Glazing	Heartland Glass	49,060	518	49,578	22,449	1,122	21,327	21,327	0	45%	27,129
17	C-17	Drywall/Metal Stud Framing	M.Reinert Drywall Inc	83,000	2,534	85,534	80,925	4,046	76,879	35,482	41,397	95%	4,609
18	C-18	Flooring (Carpet and VCT)	Multiple Concept Interior Inc	23,949	1,384	25,333	15,226	761	14,465	13,150	1,315	60%	10,107
19	C-19	Ceramic and Quarry Tile	Grazzini Brothers & Company	31,397	0	31,397	14,500	725	13,775	1,662	12,113	46%	16,897
20	C-20	Painting & Coatings	Steinbrecher Painting	37,200	0	37,200	3,150	158	2,992	712	2,280	8%	34,050
21	C-21	Acoustical Ceiling	Acoustics Associates	26,825	1,306	28,131	0	0	0	0	0	0%	28,131
22	C-22A	Misc. Specialties	Bartles Sales Company Inc	16,891	711	17,602	487	24	463	0	463	3%	17,115
23	C-22B	Detention	Mid America Business Systems	36,218	(12,115)	24,103	0	0	0	0	0	0%	24,103
24	C-22C	Laundry Access, Wash Bay	Construction Supply Inc	13,621	1,172	14,793	0	0	0	0	0	0%	14,793
25	C-22D	Visual Display	Newline Products Inc	1,103	0	1,103	0	0	0	0	0	0%	1,103
26	C-22E	Supply Police Personnel Lockers	Tiffin	13,561	0	13,561	0	0	0	0	0	0%	13,561
27	C-23	Fabric Covered Storage Struct.	Greystone Construction Co	114,950	11,312	126,262	113,902	5,695	108,207	4,997	103,210	90%	12,360
28	C-24	Lockers	Olympus Lockers & Storage Pr	17,800	0	17,800	0	0	0	0	0	0%	17,800
29	C-25	Signage	Signarama	9,896	(291)	9,605	0	0	0	0	0	0%	9,605
30	C-26	Mechanical -HVAC,Plumbing, Fir	St. Cloud Refrigeration	1,084,200	24,405	1,108,605	781,745	39,087	742,658	569,610	173,048	71%	326,860
31	C-27	Electrical	Electrical Solutions Inc	693,100	15,008	708,108	241,006	12,050	228,956	150,587	78,369	34%	467,102
32	C-28	Overhead Crane Systems	Alltech Engineering Corop	43,940	0	43,940	36,265	1,813	34,452	0	34,452	83%	7,675
33	C-29	Fencing/Gates	Midwest Fence	127,730	(1,800)	125,930	0	0	0	0	0	0%	125,930
34	C-30	Low Voltage Systems	Brothers Fire Protection	223,198	4,357	227,555	57,641	2,882	54,759	8,313	46,446	25%	169,914
35	C-31	Window Treatment	Custom Expressions	1,353	0	1,353	0	0	0	0	0	0%	1,353
		TOTALS		$6,425,937	$79,509	$6,505,446	$4,359,742	$217,986	$ 4,141,756	$3,477,606	$664,150	67%	$2,145,704

1715 Yankee Doodle Road, Suite 200 | Eagan, Minnesota 55121-1698 | Tel: 651.379.9090 | Fax: 651.379.9091
Email: custserv@amconconstruction.com | Website: www.amconconstruction.com

Contract Summaries St. Francis Police & Public Works

Contractor	Signed Contract	Insurance Expires	Bond	Original Contract	Change Orders	Current Contract
St. Francis Contractors						
C-01 North Metro Asphalt and Contracting	X	4/15/12	X	344,942	3,715	348,657
C-02 New Look Contracting, Inc	X	1/9/12	X	284,500	15,506	300,006
C-03 Northland Paving, LLC	X	1/1/12	X	448,200	2,671	450,871
C-04 Noble Nursery Retail	X	7/1/12	X	47,365	(335)	47,030
C-05 Classic Construction of Cedar, MN. Inc.	X	3/1/12	X	777,988	8	777,996
C-06 Fabcon, Inc	X	12/31/12	X	677,907	783	678,690
C-07 Central Minnesota Fabricating	X	11/1/12	X	340,330	865	341,195
C-08 Maxx Steel Erectors	X	6/2/12	X	69,900	1,651	71,551
C-09 Shaw Stewart Lumber Co,	X		X	22,225		22,225
C-10 Gopher State Contractors, Inc	X	5/29/13	X	123,310	1,823	125,133
C-11 Southern Minnesota Woodcraft, Inc	X	4/1/12	X	47,950	3,185	51,135
C-12 McDowall Company	X	4/1/12	X	400,650		400,650
C-13 Straughan Hardware, Inc	X	6/30/12	X	96,980	(205)	96,775
C-14 Overhead Door of the Northland	X	10/26/12	X	70,298	1,341	71,639
C-15 Stronghold Industries, Inc	X	11/1/12	X	24,400		24,400
C-16 Heartland Glass	X	5/15/12	X	49,060	518	49,578
C-17 M. Reinert Drywall, Inc	X	1/30/12	X	83,000	2,534	85,534
C-18 Multiple Concept Interior, Inc	X	1/1/13	X	23,949	1,384	25,333
C-19 Grazzini Brothers & Company	X	12/31/12	X	31,397		31,397
C-20 Steinbrecher Painting	X	3/1/12	X	37,200		37,200
C-21 Acoustics Associates	X	5/1/12	X	26,825	1,306	28,131
C-22A Bartley Sales Company, Inc	X	1/29/13		16,891	711	17,602
C-22B Mid-America Business Systems and	X	9/1/12	X	36,218	(12,115)	24,103
C-22C Construction Supply, Inc	X			13,621	1,172	14,793
C-22D Newline Products, Inc	X			1,103		1,103
C-22E Tiffin Metal Products	X			13,561		13,561
C-23 Greystone Construction Company	X	4/1/12	X	114,950	11,312	126,262
C-24 Olympus Lockers & Storage Products, Inc	X	7/1/12	X	17,800		17,800
C-25 Signarama		2/10/13		9,896	(291)	9,605
C-26 St. Cloud Refrigeration	X	12/31/12	X	1,084,200	24,405	1,108,605
C-27 Electrical Solutions, Inc	X	9/1/12	X	693,100	15,008	708,108
C-28 Alltech Engineering Corp	X	7/1/12	X	43,940		43,940
C-29 Midwest Fence	X	3/1/13		127,730	(1,800)	125,930
C-30 Brothers Fire Protection	X	4/1/12	X	223,198	4,357	227,555
C-31 Custom Expressions	X	9/29/12		1,353		1,353
				6,425,937	79,509	6,505,446

PAYMENT APPLICATION

 C-03

TO: Amcon Construction
1715 Yankee Doodle Road Suite 200
Eagan, MN 55121-1616
Attn:

FROM: Northland Paving, LLC
21716 Kenrick Avenue Suite A
Lakeville, MN 55044

FOR:

PROJECT NAME AND LOCATION: 2012-003
St. Francis Police and Public Works
22340 Cree Street NW
St. Francis, MN

ARCHITECT:

APPLICATION # 3
PERIOD THRU 06/21/2012
PROJECT #s:
DATE OF CONTRACT: 12/05/2011

Distribution to:
☐ CONTRACTOR
☐ ARCHITECT
☐ SUBCONTRACTO
☐
☐

Inv 6371CM

SUBCONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. **CONTRACT AMOUNT** $448,200.00
2. **SUM OF ALL CHANGE ORDERS** 2671 ~~$0.00~~
3. **CURRENT CONTRACT AMOUNT** (Line 1 +/- 2) 450,871 ~~$448,200.00~~
4. **TOTAL COMPLETED AND STORED** $99,000.00
   (Column G on Continuation Page)
5. **RETAINAGE:**
   a. 5.00% of Completed Work $4,950.00
   (Columns D + E on Continuation Page)
   b. 5.00% of Material Stored $0.00
   (Column F on Continuation Page)
   Total Retainage (Line 5a + 5b or Column I on Continuation Page) $4,950.00
6. **TOTAL COMPLETED AND STORED LESS RETAINAGE** $94,050.00
   (Line 4 minus Line 5 Total)
7. **LESS PREVIOUS PAYMENT APPLICATIONS** $43,700.00
8. **PAYMENT DUE** **$50,350.00**
9. **BALANCE TO COMPLETION**
   (Line 3 minus Line 6) $354,150.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$0.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES	$0.00	

Subcontractor's signature below is his assurance to Contractor, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Subcontractor under the Contract have been used to pay Subcontractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Subcontractor is legally entitled to this payment.

SUBCONTRACTOR: Northland Paving, LLC

By: _____ Date: 06/21/2012

State of: Minnesota

County of: Dakota

Subscribed and sworn to before me this 21st day of June 2012

Notary Public: _____

My Commission Expires: 1/31/13

Laura A. Sacchetti
NOTARY PUBLIC
State of Minnesota
My Commission Expires 1-31-2013

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Contractor, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT ..... $ 50,350.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: Miles D. Britt Date: 7-9-12

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Subcontractor, and is without prejudice to any rights of Contractor or Subcontractor under the Contract Documents or otherwise.

Adam Wenberg 6/26/12

CONTINUATION PAGE

PROJECT: 2012-003
St. Francis Police and Public Works

APPLICATION #: 3
DATE OF APPLICATION: 06/21/2012
PERIOD THRU: 06/21/2012
PROJECT #s:

Payment Application containing Sub-Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
			COMPLETED WORK						
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
1	BOND	$4,500.00	$4,500.00	$0.00	$0.00	$4,500.00	100%	$0.00	
2	Parking Lot								
3	Class 5	$180,500.00	$41,500.00	$53,000.00	$0.00	$94,500.00	52%	$86,000.00	
4	Asphalt Base	$122,500.00	$0.00	$0.00	$0.00	$0.00	0%	$122,500.00	
5	Asphalt Wear	$116,200.00	$0.00	$0.00	$0.00	$0.00	0%	$116,200.00	
6	Turn Lane								
7	Class 5	$5,500.00	$0.00	$0.00	$0.00	$0.00	0%	$5,500.00	
8	Asphalt Base	$9,500.00	$0.00	$0.00	$0.00	$0.00	0%	$9,500.00	
9	Asphalt Wear	$9,500.00	$0.00	$0.00	$0.00	$0.00	0%	$9,500.00	
	TOTALS	$448,200.00	$46,000.00	$53,000.00	$0.00	$99,000.00	22%	$349,200.00	

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

C-05

PAGE ONE OF PAGES

TO OWNER: City of St. Francis
23340 Cree St SW
St. Francis, MN 55070

PROJECT: St. Francis Police & Public Works

APPLICATION NO: 5

Distribution to:
☐ OWNER

PERIOD TO:

PROJECT NO:

FROM Classic Construction, Inc.
18542 Ulysses Street NE
East Bethel, MN 55011

☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR FOR:

VIA OWNERS REPRESENTATIVE
VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$	777,988.00
2. Net change by Change Orders			8.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$	777,996.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$	679,329.00
5. RETAINAGE:			
a. 5 % of Completed Work (Column D + E on G703)	$ 33,966.45		
b. 5 % of Stored Material (Column F on G703)	$		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			33966.45
		$	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$	645,362.55
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$	596,456.55
8. CURRENT PAYMENT DUE		$	48,906.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$		132,633.45

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$150.00	($6,000.00)
Total approved this Month	$6,240.00	($382.00)
TOTALS	$6,390.00	($6,382.00)
NET CHANGES by Change Order	$8.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

AUSTIN J. ERICKSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2013

CONTRACTOR:

By: [signature] Date: 6/20/12

State of: Minnesota County of: Anoka
Subscribed and sworn to before me this 20th day of June, 2012
Notary Public: [signature]
My Commission expires: 1/31/2013

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 48,906.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Applicotion and on the Continuation Sheet that changed to conform to the amount certified.)

OWNERS REPRESENTATIVE:
By: [signature] Date: 6/27/12

ARCHITECT:
By: [signature] Date: 7-9-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G-703 -1992

AIA Document G702, Application for Payment

Application Date 5/24/2012
Application Number 4.00
Period To
Architects Pjroject Number

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work completed: From Previous (D + E)	Work completed: This Period	Materials Presently Stored (Not in D or E)	Total Completed & Stored to Date (D+E+F)	% (G/C)	Balance To Finish (C-G)	Retainage 5% (If Variable Rate)
3000/4000	Concrete/Masonry	$ 777,996.00	$ 627,849.00	$ 51,480.00	$ -	$ 679,329.00	87.00%	$ 98,667.00	5%
	TOTALS	$ 777,996.00	$ 627,849.00	$ 51,480.00	$ -	$ 679,329.00	87.00%	$ 98,667.00	

G703- 1992

INVOICE

CLASSIC CONSTRUCTION

CURT STRANDLUND, OWNER

CONCRETE & MASONRY WORK • COMMERCIAL & RESIDENTIAL

Customer No.: CITY OF ST.
Invoice No.: 13604

Bill To: **City of St. Francis**
23340 Cree Street NW
Saint Francis, MN 55070

Job Address: **STF Polic & Public Wks**
4058 St. Francis Blvd.
Saint Francis, MN 55070

Date	Purchase Order Number	Order Date	Terms
06/26/12		06/26/12	Net 30

Description	Amount
Work Completed: (Draw #5)	
Mud Room	
Mezzanine	
Lobby - Partial	
Entry Canopy Columns	
Bollards	
Wash Bay Concrete	
Total for Draw #5	51480.00
Invoice subtotal	51480.00
Invoice total	51480.00

Thank You

18542 ULYSSES ST. N.E. EAST BETHEL MN 55011 (763) 434-8870 FAX: (763) 434-7120

C-07

SUBCONTRACTORS APPLICATION FOR PAYMENT

To: Amcon Construction Company, LLC

From: Central Minnesota Fabricating, Inc.

PROJECT St. Francis Police and Public Works | Job 234

Payment Request No. Four

Period 06/01/2012 2011 to 06/30/2012 2011

Statement of Contract Account:

1. Original Contract Amount	$ 340,330.00
2. Approved change Order No.s. _____ (As per attached breakdown)	$ 865.00
3. Adjusted Contract Amount	$ 341,195.00
4. Value of Work Competed to Date (As per attached breakdown)	$ 328,626.05
5. Value of Approved Change Orders Completed (As per attached breakdown)	$
6. Materials Strored on Site (As per attached breakdown)	$
7. Total to Date	$ 328,626.~~05~~
8. Less Amount Retained (5%)	$ 16,431.~~30~~
9. Total Less Retainage	$ 312,195.~~75~~
10. Total Previously Certifed (Deduct)	$ 297,697.03
11. AMOUNT DUE THIS REQUEST	$ ~~14,497.72~~ $14,498

CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and AMCON relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered previous payments received from the Contractor, to (1) all my subcontractors (sub-contractors) and (2) for all materials and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal, State and local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this Contract.

AFFIDAVIT OF SUPPLIERS:

My suppliers for the above referenced period are as follows:

Red River Fabricating, Inc.	$ 14,000.00
	$
	$
	$

Date: 6/22/12

Central Minnesota Fabricating, Inc.
SUBCONTRACTOR

Subscribed and sworn before me this 22nd day of June 2012

NOTARY PUBLIC: Karla Kay Boone

BY: [signature]
(authorized signature) Jeff Pattison President

KARLA KAY BOONE
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2013

Adam Weinberg 6/26/12

Power Eng. - Miles D. Brit 7-9-12

No: 20101

CENTRAL MINNESOTA FABRICATING, INC.

2011 West Gorton Avenue
Box 1178
Willmar MN 56201
Telephone (320)235-4181

Sold To:

AMCON CONSTRUCTION
1715 YANKEE DOODLE RD.SUITE200

EAGAN MN 55121

Ship To:

ST FRANCIS POL/PUB WORKS
ST FRANCIS , MN

Terms	
	1/2% 10 NET 30

Job No:		Invoice Date	Cust. Number	Discount on Steel if Paid by	
11-637		06/22/12	71200	07/02/12	$71.40

MISC STEEL		$14,279.07
MINNESOTA	6.875%	$981.69
		==========
		$15,260.76
REFERENCE # 234		

DISCOUNT AMOUNT INDICATED ABOVE IS FOR PAYMENT BY DATE INDICATED. ANY PAYMENT MUST REDUCE DISCOUNT PROPORTIONALLY.

PLEASE MAIL YOUR PAYMENTS TO:
CENTRAL MINNESOTA FABRICATING, INC.
P.O. BOX 1178
WILLMAR, MN 56201

UNCONDITIONAL RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

JUNE 5, 2012
(Date)

The undersigned acknowledges having received payment of ($ ***20,000.00)

*****TWENTY THOUSAND DOLLARS AND NO CENTS*** *Dollars*

From CENTRAL MINNESOTA FABRICATING, INC. *in full payment*

for all labor, services, equipment or materials furnished through MAY 10, 2012

by the undersigned delivered or furnished to (or performed at)

ST FRANCIS POL/PUB WORKS

ST FRANCIS, MN 55070 JOB # 11-637

(Street Address or Legal Description)

and for value received does hereby waive and release any and all lien or claim of, or right to lien relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds, or other considerations due or to become due, on account of all material, fixtures, labor, services, machinery, furnished and further waives and releases any other claim of any kind whatsoever, statutory or otherwise.

RED RIVER FABRICATING INC

By

Address: 109 8TH AVENUE NW
WEST FARGO , ND 58078

168617

10663

AIA® Document G702/CMa™ – 1992

C-08

Application and Certificate for Payment Construction Manager-Adviser Edition

TO OWNER: City of St. Francis
23340 Cree St. SW
St. Francis, MN 55070

PROJECT: City of St. Francis
police + public works

APPLICATION NO: 1114-3
PERIOD TO: 6/30/12

Distribution to:
OWNER ☐
CONSTRUCTION MANAGER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
☐

FROM CONTRACTOR:
MAXX Steel Erectors, Inc.
PO Box 334
Maple Lake, MN 55358

VIA CONSTRUCTION MANAGER:
Amcon Construction Company

VIA ARCHITECT:

CONTRACT DATE:
PROJECT NOS: / /

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... $ 69,900.00
2. Net change by Change Orders ..... 1651 $ ~~1,026.00~~
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... $71,551 $ ~~70,926.00~~
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... $ 63,813.00
5. RETAINAGE:
   a. 5 % of Completed Work (Column D + E on G703) $ ~~3,190.65~~ 3191
   b. ____ % of Stored Material (Column F on G703) $ 0

   Total Retainage (Lines 5a + 5b or Total in Column I of G703). $ ~~3,190.65~~ 3191
6. TOTAL EARNED LESS RETAINAGE ..... $ 60,622.~~35~~
   (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... $ 55,872.00
   (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... $ 4,750.~~35~~
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 less Line 6) $ 10,303.65

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this Month	$	$
TOTALS	$	$
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: [signature] Date: 6/20/12
State of: Minnesota,
County of: Hennepin
Subscribed and sworn to before me this 20 day of June.
Notary Public: Nancy A. Shannon
My Commission expires: 01/31/16

NANCY A SHANNON
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/16

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 4,750.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:
By: Adam Winberg Date: 6/26/12

ARCHITECT:
By: Miles P. Beitz Date: 7-9-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA Document G703™ – 1992

MAXX Steel Erectors, Inc.
St. Francis public works

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1124-2
APPLICATION DATE: 6/19
PERIOD TO: 6/30/12
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	05 12 00 Structural	$27,960.00	$27,960.00	0	0	$27,960.00	100	0	$1,398.00
2	05 21 00 Jsts.	$18,873.00	$18,873.00	0		$18,873.00	100	0	$943.65
3	05 31 00 Deck	$13,980.00	$13,980.00	0		$13,980.00	100	0	$699.00
4	05 50 00 misc.	$4,893.00	0	~~$3,000~~ 4750		$3,000.00	61	$1,893.00	$150.00
5	05 51 00 metal stairs	$2,796.00	0	0		0		$2,796.00	
6	05 53 00 metal gratings Co's 1-3	$1,398.00 1651 76,551	0	0 4750		0		$1,398.00	
		~~$69,900.00~~	$60,813.00	$ ~~3,000~~.00		$63,813.00		$6,087.00	$3,190.65

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G702™ – 1992

C-10

Application and Certificate for Payment

TO OWNER: City of St. Francis
23340 Cree Street
St. Francis, MN 55070

PROJECT: St. Francis Public Works Facil

APPLICATION NO: 3
PERIOD TO: 6/30/2012
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: 1120 / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR: Gopher State Contractors, Inc.
PO Box 7
Rice, MN 56367

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ 123,310.00
2. **NET CHANGE BY CHANGE ORDERS** ..... $ 1,823.00
3. **CONTRACT SUM TO DATE** *(Line 1 ± 2)* ..... $ 125,133.00
4. **TOTAL COMPLETED & STORED TO DATE** *(Column G on G703)* ..... $ 75,275.00
5. **RETAINAGE:**
   a. 5.00 % of Completed Work
   (Columns D + E on G703) $ 3,764.25
   b. ____ % of Stored Material
   (Column F on G703) $ _____

   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*..... $ 3,764.25
6. **TOTAL EARNED LESS RETAINAGE** ..... $ 71,511.25
   (Line 4 minus Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... $ 68,006.25
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** ..... $ 3,505.00
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 minus Line 6) $ 53,621.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 1,907.00	$ -84.00
Total approved this month	$	$
TOTAL	$ 1,907.00	$ -84.00
NET CHANGES by Change Order	$ 1,823.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Gopher State Contractors, Inc.
By: [signature] Date: 6/22/2012
State of: Minnesota
County of: Benton
Subscribed and sworn to before me this 22nd day of June, 2012
Notary Public: Pamela M. Petron
My commission expires:

PAMELA M. PETRON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 3,505.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: [signature] Date: 7-9-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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[signature] 6/26/12 010711ACD44

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 3
PERIOD TO: 6/22/2012
ARCHITECT'S PROJECT NO: 6/30/2012

A	B	C	D	E	F	G		1120 H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
01100	General Conditions								
17001	Change Order C10-01	-84.00		-84.00		-84.00	100.00		-4.20
17002	Change Order C10-02	500.00		500.00		500.00	100.00		25.00
17003	Change Order C10-03	257.00		257.00		257.00	100.00		12.85
17004	Change Order C10-04	1,150.00		1,150.00		1,150.00	100.00		57.50
011000	General Conditions	10,500.00	5,500.00	500.00		6,000.00	57.14	4,500.00	300.00
011001	Bond	4,000.00	4,000.00			4,000.00	100.00		200.00
011002	Labor Hours - 100 Laborer	3,200.00	1,856.00	64.00		1,920.00	60.00	1,280.00	96.00
011003	Labor Hours - 100 Carpenter	4,100.00	2,009.00	103.00		2,112.00	51.51	1,988.00	105.60
061053	Misc. Rough Carpentry	24,800.00	24,800.00			24,800.00	100.00		1,240.00
061600	Sheathing	14,920.00	14,920.00			14,920.00	100.00		746.00
066400	Plastic Paneling	5,800.00						5,800.00	
079200	Joint Sealants	600.00	500.00			500.00	83.33	100.00	25.00
081113	Hollow Metal Doors & Frames	4,000.00		1,200.00		1,200.00	30.00	2,800.00	60.00
081416	Flush Wood Doors	3,000.00	1,000.00			1,000.00	33.33	2,000.00	50.00
083463	Detent Doors & Frames w/081								
085413	Fiberglass Windows	16,500.00	16,500.00			16,500.00	100.00		825.00
087100	Door Hardware	10,300.00	500.00			500.00	4.85	9,800.00	25.00
101100	Visual Display Surfaces	1,000.00						1,000.00	
102113	Toilet Compartments	2,800.00						2,800.00	
102600	Wall Protection	1,200.00						1,200.00	
102800	Toilet, Bath, & Laundry Access	2,400.00						2,400.00	
104413	Fire Extinguisher Cabinets	1,690.00						1,690.00	
104416	Fire Extinguishers w/104413								
107500	Flagpoles	2,600.00						2,600.00	

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AIA® Document G703™ – 1992

3 3

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 3
PERIOD TO: 6/22/2012
ARCHITECT'S PROJECT NO: 6/30/2012

A	B	C	D	E	F	G		1120 H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
111900	Detention Equipment	2,500.00						2,500.00	
111916	Detention Gun Lockers	2,800.00						2,800.00	
112200	Vehicle Wash Bay Curtain	3,000.00						3,000.00	
113100	Residential Appliances	1,600.00						1,600.00	
	Totals	125,133.00	71,585.00	3,690.00		75,275.00	60.16	49,858.00	3,763.75

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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C-14

APPLICATION AND CERTIFICATE FOR PAYMENT

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

FROM CONTRACTOR:
Overhead Door Company of the Northland
3195 Terminal Drive
Eagan, MN 55121

CONTRACT FOR: OVERHEAD DOORS

PROJECT:
City of St. Francis - Public Works

St. Francis, MN
VIA ARCHITECT:

VIA CONSTRUCTION MANAGER Amcon CM

VIA ARCHITECT: Professional Design Grp.

APPLICATION #: 1
PERIOD TO: 06/30/12
PROJECT NOS: 234

CONTRACT DATE: 11/07/11

Distribution to:
- [ ] Owner
- [ ] Const. Mgr
- [ ] Architect
- [X] Contractor
- [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	70,298.00
2. Net change by Change Orders	$	1,341.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	71,639.00
4. TOTAL COMPLETED & STORED TO DATE-$ (Column G on Continuation Sheet)		51,630.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	$	
b. 5.0% of Stored Material (Column F on Continuation Sheet)	$	2,581.50
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet	$	2,581.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	49,048.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	
8. CURRENT PAYMENT DUE	$	49,048.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	22,590.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$3,512.00	-$2,171.00
Total approved this Month		
TOTALS	$3,512.00	-$2,171.00
NET CHANGES by Change Order	$1,341.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR: OVERHEAD DOOR COMPANY OF THE NORTHLAND

By: Lawrence R. Krupp Date: 6-18-12

State of: MN
County of: DAKOTA
Subscribed and sworn to before me this 18 day of JUNE 2012

Notary Public: James Lloyd Lundberg
My Commission expires: 01/31/17

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ---------- $ 49,048.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Miles D. Bitz Date: 7-9-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

Adam Winberg

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
City of St. Francis - Public Works

St. Francis, MN

APPLICATION NUMBER: 1
APPLICATION DATE: 06/18/12
PERIOD TO: 30-Jun-12
ARCHITECT'S PROJECT NO: 234

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
1	**OVERHEAD DOORS**	70,298.00			51,630.00	51,630.00	73%	18,668.00	2,581.50
2									
3	**Change Order C14-01**	(2,131.00)						(2,131.00)	
4	**Change Order C14-02**	3,512.00						3,512.00	
5	**Change Order C14-03**	(40.00)						(40.00)	
6									
7									
8									
9									
10									
11									
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25									
26									
27									
28									
	SUBTOTALS PAGE 2	71,639.00			51,630.00	51,630.00	72%	20,009.00	2,581.50

APPLICATION FOR PAYMENT

C-17

CAP702

To:

Amcon
1715 Yankee Doodle Road
Suite 200
Eagan, MN 55121

From Contractor:

M. Reinert Drywall, Inc.
1011 Northshore Drive
Waverly, MN 55390

PROJECT:

1201
St. Francis Police and Public Works
4058 St. Francis Blvd.
St. Francis, MN. 55070

VIA ARCHITECT:

Professional Design Group
PO Box 641
Northfield, MN 55057

CONTRACT FOR: C-17 Drywall

Application No.:	Application Date:	Period To:	Contract Date:
2	JUN 20,2012	JUN 30,2012	NOV 9,2011

Project Nos:

Distribution List: ☐ Owner ☐ Architect ☐ Contractor ☐ Construction Mgr ☐ Field ☐ Other

Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount: $ 83,000.00
2. Net of Change Orders: $ 2534 ~~0.00~~
3. Net Amount of Contract: $85,534 ~~83,000.00~~
4. Total Completed & Stored to Date: $ 80,925.00
5. Retainage Summary:
   a. 0.00 % of Completed Work $ 4,046.~~25~~
   b. 0.00 % of Stored Material $ 0.00
   Total Retainage: $ 4,046.~~25~~
6. Total Completed Less Retainage: $ 76,~~878.75~~ 879
7. Less Previous Applications: $ 35,482.~~50~~
8. Current Payment Due, This Application: $ 41,~~396.25~~ 397
9. Contract Balance (Including Retainage): $ 6,121.25

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	0.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	0.00	0.00
NET of Change Orders:	0.00	

CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature) [signature]
M. Reinert Drywall, Inc.

Date: JUN 20,2012

State Authorized: Minnesota

County of:

Subscribed and sworn to before me this 20 day of June 2012

Notary Public: [signature]

My Commission expires: 1-31-15

CAROL J FOSS
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1/31/15

ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED: $41,397.00

[signature] Date: 7-9-12

(Architects Signature)

Adam Winberg 6/26/12

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APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

From:
M. Reinert Drywall, Inc.
1011 Northshore Drive
Waverly, MN 55390

To:
Amcon
1715 Yankee Doodle Road
Suite 200
Eagan, MN 55121

Project:
1201
St. Francis Police and Public Works
4058 St. Francis Blvd.
St. Francis, MN. 55070

Application No: 2
Application Date: 6/20/2012
Period To: 6/30/2012
Contract Date: 11/09/2011
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed From Previous Application (D + E)	E Work Completed This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
1	Material	49,800.00	24,900.00	24,900.00	0.00	49,800.00	100	0.00	2,490.00
2	Frame	16,600.00	12,450.00	4,150.00	0.00	16,600.00	100	0.00	830.00
3	Insulate	4,150.00	0.00	4,150.00	0.00	4,150.00	100	0.00	207.50
4	Hang	8,300.00	0.00	8,300.00	0.00	8,300.00	100	0.00	415.00
5	Tape and sand	4,150.00	0.00	2,075.00	0.00	2,075.00	50	2,075.00	103.75
		83,000.00	37,350.00	43,575.00	0.00	80,925.00	98	2,075.00	4,046.25

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C-18

PAYMENT APPLICATION

TO:	Amcon Construction 1715 Yankee Doodle Road Suite 200 Eagan, MN 55121-1616 Attn:	PROJECT NAME AND LOCATION:	St Francis Police & Public Wor St Francis Police & Public Works Facility St Francis, MN	APPLICATION # PERIOD THRU PROJECT #s:	2 06/30/2012
FROM:	Multiple Concepts Interiors 26 1st Ave N Waite Park, MN 56387	ARCHITECT:		DATE OF CONTRACT:	11/07/2011
FOR:	St Framcis Police & Public Works Facility	CONSTRUCTION MANAGER:			

Distribution to:
- ☐ OWNER
- ☐ CONSTRUCTION MANAGER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. **CONTRACT AMOUNT** $23,949.00
2. **SUM OF ALL CHANGE ORDERS** $1,384.00
3. **CURRENT CONTRACT AMOUNT** (Line 1 +/- 2) $25,333.00
4. **TOTAL COMPLETED AND STORED** $15,226.70
   (Column G on Continuation Page)
5. **RETAINAGE:**
   a. 5.00% of Completed Work $761.29
   (Columns D + E on Continuation Page)
   b. 5.00% of Material Stored $0.00
   (Column F on Continuation Page)
   Total Retainage (Line 5a + 5b or Column I on Continuation Page) $761.28
6. **TOTAL COMPLETED AND STORED LESS RETAINAGE** $14,465.41
   (Line 4 minus Line 5 Total)
7. **LESS PREVIOUS PAYMENT APPLICATIONS** $13,150.61
8. **PAYMENT DUE** $1,315 ~~$1,314.80~~
9. **BALANCE TO COMPLETION**
   (Line 3 minus Line 6) $10,868.59

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$1,384.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$1,384.00	$0.00
NET CHANGES	$1,384.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Multiple Concepts Interiors

By: [signature] Date: 6/22/12

State of: Minnesota

County of: Stearns

Subscribed and sworn to before me this 22 day of June 2012

PEGGY J. FULLER
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2015

Notary Public: Peggy Fuller

My Commission Expires: 1-31-2015

CERTIFICATION

The Construction Manager and Architect's signatures below are their assurance to Owner, concerning the payment herein applied for, that: (1) they have inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Construction Manager and Architect know of no reason why payment should not be made.

CERTIFIED AMOUNT..... $1,315.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

CONSTRUCTION MANAGER:
By: Adam Wesling Date: 6/26/12

ARCHITECT:
By: Miles D. Britt Date: 7-9-12

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

PROJECT: St Francis Police & Public Wor
St Francis Police & Public Works Facility

APPLICATION #: 2
DATE OF APPLICATION: 06/21/2012
PERIOD THRU: 06/30/2012
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Materials	$18,705.00	$13,841.70	$0.00	$0.00	$13,841.70	74%	$4,863.30	
2	Labor	$5,244.00	$0.00	$0.00	$0.00	$0.00	0%	$5,244.00	
3	Change Irder #C18-1	$1,384.00	$0.00	$1,384.00	$0.00	$1,384.00	100%	$0.00	
	TOTALS	$25,333.00	$13,841.70	$1,384.00	$0.00	$15,225.70	60%	$10,107.30	

Quantum Software Solutions, Inc. Document

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER: Amcon Construction Co.
Suite 200
1715 Yankee Doodle Road
Eagan, MN 55121-1616

PROJECT: St. Francis Police and Public Works Facility
4058 St. Francis Blvd. NW
St. Francis, MN 55070

APPLICATION NO: 2

PERIOD TO: 6/30/12

PROJECT NOS: 234

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
Grazzini Brothers and Company
1175 Eagan Industrial Road
Eagan, MN 55121

VIA ARCHITECT:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 31,397.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 31,397.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 14,500.00
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	$ 725.00	
b. _____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 725.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 13,775.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		1,662.50
8. CURRENT PAYMENT DUE	$ 12,113	~~$ 12,112.50~~
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 17,622.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Grazzini Brothers and Company

By: _____ Date: 6/21/12

State of: Minnesota County of: Dakota

Subscribed and sworn to before me this 21 day of June, 2012

Notary Public:

My Commission expires: 1/31/17

JESSICA R. OLSON
Notary Public
State of Minnesota
My Commission Expires
January 31, 2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 12,113.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Miles D. Bitz Date: 7-9-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Adam Winberg 6/26/12

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 6/21/12
PERIOD TO: 6/30/12
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 5.00%
	Tile Work								
	Labor	$13,897.00	$0.00	$0.00	$0.00	$0.00	0%	$13,897.00	$0.00
	Materials	$17,500.00	$1,750.00	$12,750.00	$0.00	$14,500.00	83%	$3,000.00	$725.00
	GRAND TOTALS	$31,397.00	$1,750.00	$12,750.00	$0.00	$14,500.00	46.18%	$16,897.00	$725.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

GRAZZINI BROTHERS & COMPANY
1175 EAGAN INDUSTRIAL ROAD
EAGAN, MN 55121

(651) 452-2700
Fax (651) 452-2701

Invoice Date	Customer ID	Invoice No.
06-21-2012	AMCO001	**132906**

Job/Contract No.	P.O. No.	Draw ID
234		2

Remit To:

AMCON CONSTRUCTION COMPANY
SUITE 200
1715 YANKEE DOODLE ROAD
EAGAN, MN 55121-1616

Project: 2-11-0641

ST. FRANCIS POLICE AND PUBLIC
WORKS FACILITY
4058 ST. FRANCIS BLVD. NW
ST. FRANCIS, MN 55070

1	Materials purchased for tile work during the month of June	12,750.00

Amount Billed	$12,750.00
Retainage Held	637.50
	$12,112.50

Terms: Net cash 30 days. One and one half percent service charge per month on all invoices over 30 days.

APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G702/CMa (Instructions on reverse side)

C-20

PAGE ONE OF PAGES

TO OWNER:

PROJECT: St Francis Police & Public Wor

St. Francis MN

APPLICATION NO.: 2
PERIOD TO: 06/30/2012
PROJECT NOS.:

CONTRACT DATE: 11/07/2011

Distribution to:
☐ OWNER
☐ CONSTRUCTION MANAGER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR: Steinbrecher Painting, Inc.
1408 7th Street North
PO Box 159
Princeton MN 55371

VIA CONSTRUCTION MANAGER: AMCON CM, LLC

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... $ 37,200.00
2. Net Change By Change Orders ..... $ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... $ 37,200.00
4. TOTAL COMPLETED & STORED TO DATE ..... $ 3,150.00
   (Column G on G702)
5. RETAINAGE:
   a. 5.00 % of Completed Work $ ~~157.50~~ 158
   (Columns D + E on G703)
   b. 0.00 % of Stored Material $ 0.00
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... $ ~~157.50~~ 158
6. TOTAL EARNED LESS RETAINAGE ..... $ 2,992.50
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... $ 712.50
   (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... $ 2,280.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE $ 34,207.50
   (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Steinbrecher Painting, Inc.

By: Date: 6-21-12

State of: MN
County of: Mille Lacs
Subscribed and sworn to before me this 21st day of June

Notary Public: Debra M. Ulm
My Commission expires: 1-31-15

Debra M. Ulm
Official Seal
Notary Public - Minnesota
My Commission Expires
Jan. 31, 2015

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 2,280.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:
By: Adam Wenberg Date: 6/26/12

ARCHITECT:
By: Miles D. Britt Date: 7-9-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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G702/CMa-1992

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 2
APPLICATION DATE: 06/21/2012
PERIOD TO: 06/30/2012
ARCHITECT'S PROJECT NO.:
Page: 2 of 2

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (IF VARIABLE) RATE)
	P&P Bonds	750.00	750.00			750.00	100.00		37.50
	Materials	7,290.00		480.00		480.00	6.58	6,810.00	24.00
	Labor	29,160.00		1,920.00		1,920.00	6.58	27,240.00	96.00
	Totals:	**37,200.00**	**750.00**	**2,400.00**		**3,150.00**	**8.47**	**34,050.00**	**157.50**

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G703-1992

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C-22A

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) ~~PAGE ONE OF~~ PAGES

TO OWNER: Amcon Construction
1715 Yankee Doodle Dr
Eagan MN 55121

PROJECT: Police & Public Works Facility

APPLICATION NO.: 1
PERIOD TO: 6/1-6/21/12
PROJECT NOS.:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: Bartley Sales Co Inc
6509 Cambridge St
MPLS MN 55426

VIA ARCHITECT:

CONTRACT DATE:

CONTRACT FOR: Specialties

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ 16,891.00
2. **Net change by Change Orders** ..... $ ~~487.00~~ 711
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ ~~17,378.00~~ 17,602
4. **TOTAL COMPLETED & STORED TO DATE** ..... $ 487.00
   (Column G on G703)
5. **RETAINAGE:**
   a. _ .% of Completed Work $ 24
   (Columns D + E on G703)
   b. _____% of Stored Material $ _____
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... $ 24
6. **TOTAL EARNED LESS RETAINAGE** ..... $ ~~487.00~~ 463
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... $ -0-
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** ..... $ ~~487.00~~ #463
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** $ 16,891.00
   (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bartley Sales Co Inc

By: Elizabeth A Jongers Date: 6/21/12

State of: MINNESOTA
County of: HENNEPIN
Subscribed and sworn to before me this 21 day of JUNE 2012

Notary Public: [signature]
My Commission expires: 1/31, 2016

SARA ELISABETH ATHMANN
Notary Public
State of Minnesota
My Commission Expires
January 31, 2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 463.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: Miles D. Brift Date: 7-9-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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G702-1992

Adam Whitney 6/26/12

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Schedule of Values for Police & Public Works Facility

APPLICATION NO: 1
APPLICATION DATE: 01/21/12
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 0%
1	Toilet Partitions	4571.00						4571.00	0%
2	Metal Shelving	3064.00						3064.00	
3	Flagpoles	7853.00						7853.00	
4	add access panels CO#1	370.00		370.00		370.00	100%		
4A	add access panel	117.00		117.00		117.00	100%		
5	wall protection	1403.00						1403.00	
	GRAND TOTAL	17,378.00		487.00		487.00		16,891.00	0%

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User Notes:

(2892899639)

BARTLEY

6509 CAMBRIDGE STREET
MINNEAPOLIS, MINNESOTA 55426-4401
P.O. BOX 26038 • PHONE (952) 929-0001
FAX: (952) 929-4733

Sales Company Inc.

BUILDING SPECIALTIES
Since 1928

INVOICE

Invoice Number: 95870

Invoice Date: Jun 19, 2012

Page: 1

Bill To:	Ship to:
AMCON CORPORATION 1715 YANKEE DOODLE DR EAGAN, MN 55121	AMCON CORPORATION %POLICE & PUBLIC WORKS FACLTY ATTN:GREG 4058 ST FRANCIS BLV ST FRANCIS, MN 55070

Customer ID	Customer PO	Payment Terms	
AMCON	CO#234	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
00BALJ	SPEEDEE	6/12/12	7/19/12

Bartley P.O. #	Bartley Job #	Product Description
32.1989	40986,3	1 EA/24 X 36 ACCESS DOOR

Subtotal	109.22
Sales Tax	7.78
TOTAL	**117.00**

BARTLEY

6509 CAMBRIDGE STREET
MINNEAPOLIS, MINNESOTA 55426-4401
P.O. BOX 26038 • PHONE (952) 929-0001
FAX: (952) 929-4733

Sales Company Inc.

BUILDING SPECIALTIES
Since 1928

INVOICE

Invoice Number: 95778

Invoice Date: Jun 11, 2012

Page: 1

Bill To:	Ship to:
AMCON CORPORATION 1715 YANKEE DOODLE DR EAGAN, MN 55121	GOPHER STATE CONTRACTORS %POLICE & PUBLIC WORKS FACLTY ATTN:GREG 4058 ST FRANCIS BL ST FRANCIS, MN 55070

Customer ID	Customer PO	Payment Terms	
AMCON	JOB#231 CO#1 C22A-01	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
00BALJ	SPEEDEE	6/5/12	7/11/12

Bartley P.O. #	Bartley Job #	Product Description
32.1689	40986,3	ACCESS PANELS

Subtotal	345.40
Sales Tax	24.60
TOTAL	**370.00**

(C-23)

REQUEST FOR PAYMENT

From: Greystone Construction Company
500 S. Marschall Road, Suite 300
Shakopee, MN 55379

To: Amcon
1715 Yankee Doodle Road
Eagan, MN 55121-1616

Invoice: 23323
Draw: BG11-4570-00002
Invoice date: 6/25/2012
Period ending date: 6/25/2012

Contract For: General Construction

Request for payment:

Original contract amount	$114,950.00	
Approved changes	$11,312.40	
Revised contract amount		$126,262.40
Contract completed to date		$113,902.40 ✓
Add-ons to date	$0.00	
Taxes to date	$0.00	
Less retainage	$5,695.~~12~~	
Total completed less retainage		$108,207.~~28~~
Less previous requests	$4,997.00	
Current request for payment		$103,210.~~28~~
Current billing		$108,642.~~40~~
Current additional charges	$0.00	
Current tax	$0.00	
Less current retainage	$5,432.12	
Current amount due		$103,210.28
Remaining contract to bill	$18,055.12	

Project: 4570
City of St. Francis C-23Fabric

Contract date: 12/7/2011

Architect:

Scope: ARCHITECTS APPROVAL
Certified Amount .....$ 103,210.00
By Mike D. Britz 7-9-12
Adam Winberg 6/26/12

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	11,312.40	
Total approved this Month		
TOTALS	11,312.40	
NET CHANGES by Change Order	11,312.40	

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Amcon relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: Greystone Construction Company

By: Gordie Schmitz

Date: 6/25/12

State Of Minnesota County Of Scott

Subscribed and sworn to before me this 25th day of Jan, 2012

Notary Public

My commission expires:

KAREN M. BAUMANN
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2015

REQUEST FOR PAYMENT DETAIL

Project: 4570 / City of St. Francis C-23Fabric Invoice: 23323 Draw: BG11-4570-00002 Period Ending Date: 6/25/2012

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
01	Design & Engineering	4,060.00	4,060.00			4,060.00	100.00		203.00
02	General Conditions	6,180.00	1,200.00	3,750.00		4,950.00	80.10	1,230.00	247.50
03	Concrete	21,350.00		21,350.00		21,350.00	100.00		1,067.50
04	Precast Panels	28,280.00		28,280.00		28,280.00	100.00		1,414.00
05	Fabric Buildings - Material	43,950.00		43,950.00		43,950.00	100.00		2,197.50
06	Fabric Buildings - Erect	11,130.00						11,130.00	
CO1	Change Order 1	11,312.40		11,312.40		11,312.40	100.00		565.62
	Totals	126,262.40	5,260.00	108,642.40		113,902.40	90.21	12,360.00	5,695.12

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AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: AMCON CONSTRUCTION MGMT EAGAN
1715 YANKEE DOODLE ROAD
SUITE 200
EAGAN MN 55121-1616

PROJECT: ST FRANCIS PUBLIC WORKS
ST FRANCIS, MN

APPLICATION NO: 6
PERIOD TO: 06/25/12
CONTRACT FOR: HVAC FOR NEW FACILITY
CONTRACT DATE: 11/28/11
PROJECT NOS: / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR: SCR, INC. - ST. CLOUD
604 LINCOLN AVE NE
ST CLOUD, MN 56304

VIA ARCHITECT: AMCON CONSTRUCTION MGMT EAGAN
1715 YANKEE DOODLE ROAD
SUITE 200
EAGAN MN 55121-1616

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ 1,084,200.00
2. **NET CHANGE BY CHANGE ORDERS** ..... $ 24,405 ~~23,745.00~~
3. **CONTRACT SUM TO DATE** *(Line 1 ± 2)* ..... $ 1,108,605 ~~1,107,945.00~~
4. **TOTAL COMPLETED & STORED TO DATE** *(Column G on G703)* ..... $ ~~781,745.00~~
5. **RETAINAGE:**
   a. ~~5.00~~% of Completed Work *(Columns D + E on G703)* $ ~~39,087.25~~
   b. ~~5.00~~% of Stored Material *(Column F on G703)* $ ~~.00~~

   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)* ..... $ ~~39,087.25~~
6. **TOTAL EARNED LESS RETAINAGE** ..... $ ~~742,658.75~~ 8
   (Line 4 minus Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... $ ~~569,610.50~~
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** ..... $ 173,048 ~~173,047.25~~
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 minus Line 6) $ ~~365,287.25~~

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 17,015.00	$ 960.00
Total approved this month	$ 7,690.00	$ .00
TOTAL	$ 24,705.00	$ 960.00
NET CHANGES by Change Order	$ 23,745.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: Vicky Welsy Date: 6/22/12
State of: MN
County of: Steams
Subscribed and sworn to before me this 22 day of June, 2012
Notary Public: Nancy Ann Sand
My commission expires: 1/31/15

NANCY ANN SAND
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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010711ACD44

Adam Winkler 6/26/12

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6
APPLICATION DATE: 06/22/12
PERIOD TO: 06/25/12
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
~~100~~	~~MATERIAL/EQUIPMENT~~	~~206,000~~	~~195,000~~	~~11,000~~	~~0~~	~~206,000~~	~~100~~	~~0~~	~~10,300~~
200	LABOR	122,000	38,440	46,960	0	85,400	70	36,600	4,270
300	SUBCONTRACTOR	724,000	340,000	94,400	0	434,400	60	289,600	21,720
400	PERMIT	8,000	8,000	0	0	8,000	100	0	400
500	MISCELLANEOUS	24,200	18,150	6,050	0	24,200	100	0	1,210
600	C/O #1 - PR 006	8,190	0	8,190	0	8,190	100	0	410
700	C/O #2 - PR 010	960-	0	960-	0	960-	100	0	48-
800	C/O #3 - PR REVISE GAS PIPING	2,175	0	2,175	0	2,175	100	0	109
900	C/O #4 - MODIFY MUA'S	1,520	0	1,520	0	1,520	100	0	76
1000	C/O #5 - EWC CHANGES	590	0	590	0	590	100	0	30
1100	C/O #6 - PR 013	4,540	0	4,540	0	4,540	100	0	227
00	C/O #7 - PR 24	7,690	0	7,690	0	7,690	100	0	385
	GRAND TOTAL	1,107,945	599,590	182,155	0	781,745	71	326,200	39,087

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101210ACD44

APPLICATION FOR PAYMENT

Construction Manager Version

CAP702 C-27

To:
Amcon
1715 Yankee Doodle Road
Suite 200
Eagan, MN 55121

From Contractor:
Electrical Solutions Inc
702 9th Avenue South
Sauk Rapids, MN 56379

PROJECT:
ELE111-09625
City of St Francis-Police & Public
23340 Cree Street
St Francis, MN 55070

VIA ARCHITECT:
Professional Design Group
105 East 4th Street
P.O. Box 641
Northfield, MN 55057-2047

CONTRACT FOR: Electrical Work

Via Construction Manager: Todd Christopherson

Application No.:	Application Date:	Period To:	Contract Date:
5	JUN 20,2012	JUN 30,2012	NOV 7,2011

Project Nos:

Distribution List: ☐ Owner ☐ Architect ☐ Contractor ☐ Construction Mgr ☐ Field ☐ Other

Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount: $ 693,100.00
2. Net of Change Orders: $ ~~11,001.00~~ 15,008
3. Net Amount of Contract: $ ~~704,101.00~~ 708,108
4. Total Completed & Stored to Date: $ 241,006.00
5. Retainage Summary:
   a. 5.00 % of Completed Work $ 12,050.30
   b. 5.00 % of Stored Material $ 0.00
   Total Retainage: $ 12,050.30
6. Total Completed Less Retainage: $ 228,955.70
7. Less Previous Applications: $ 150,587.95
8. Current Payment Due, This Application: $ ~~78,367.75~~ 78,369
9. Contract Balance (Including Retainage): $ 475,145.30

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	16,138.00	-5,137.00
Total approved this Month:	0.00	0.00
Sub Totals:	16,138.00	-5,137.00
NET of Change Orders:	11,001.00	

CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature) Electrical Solutions Inc

Date: JUN 20,2012

State Authorized: Minnesota
County of: Benton

Subscribed and sworn to before me this 20th day of June
Notary Public: Barbara Petron
My Commission expires: 01-15

Barbara Jean Petron
NOTARY PUBLIC
STATE OF MINNESOTA
My Commission Expires 1-31-2015

CONSTRUCTION MANAGER'S & ARCHITECT'S CERTIFICATION:

The Construction Manager's & Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Construction Manager & Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED: $78,369.00

Construction Manager (Signature) Date: 6/26/12

Architect (Signature) Date: 7-9-12

Software by: PEM Software Systems, Inc. 1-800-803-1315 Copyright 2007 ©

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

From:
Electrical Solutions Inc
702 9th Avenue South
Sauk Rapids, MN 56379

To:
Amcon
1715 Yankee Doodle Road
Suite 200
Eagan, MN 55121

Project:
ELE111-09625
City of St Francis-Police & Public
23340 Cree Street
St Francis, MN 55070

Application No: 5
Application Date: 6/20/2012
Period To: 6/30/2012
Contract Date: 11/07/2011
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed: From Previous Application (D + E)	E Work Completed: This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
1	Mobilization/Bonding	34,600.00	34,600.00	0.00	0.00	34,600.00	100	0.00	1,730.00
2	Generator	260,000.00	0.00	52,000.00	0.00	52,000.00	20	208,000.00	2,600.00
3	Material	173,500.00	60,725.00	15,000.00	0.00	75,725.00	44	97,775.00	3,786.25
4	Labor	225,000.00	56,250.00	19,000.00	0.00	75,250.00	33	149,750.00	3,762.50
5	C27-01 Modify Electrical PR002	1,004.00	0.00	502.00	0.00	502.00	50	502.00	25.10
6	C27-02 Deduct PVS & Conductors	2,543.00-	0.00	2,543.00-	0.00	2,543.00-	100	0.00	127.15-
7	C27-04 Monument Sign	1,978.00-	0.00	1,978.00-	0.00	1,978.00-	100	0.00	98.90-
8	C27-03 overhead door	203.00-	0.00	203.00-	0.00	203.00-	100	0.00	10.15-
9	C27-05 Upgrade Generator Feed	13,876.00	6,938.00	0.00	0.00	6,938.00	50	6,938.00	346.90
10	C27-06 Garage Ballasts	413.00-	0.00	413.00-	0.00	413.00-	100	0.00	20.65-
11	C27-08 Ballast Garage/Office	998.00	0.00	998.00	0.00	998.00	100	0.00	49.90
12	C27-07 Relocate Cord Reals	260.00	0.00	130.00	0.00	130.00	50	130.00	6.50
13	C27-09 Pending Paperwork	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
14	C27-10 Pending Paperwork	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
15	C27-11 Pending Paperwork	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
16	C27-12 Pending Paperwork	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
		704,101.00	158,513.00	82,493.00	0.00	241,006.00	34	463,095.00	12,050.30

Software by: PEM Software Systems, Inc. 1-800-803-1315 Copyright 2007 ©

ELECTRICAL SOLUTIONS, INC.
702 9TH AVENUE S
SAUK RAPIDS, MN 56379
Office: (320) 258-5204
Fax: (320) 230-2790
Cell: (320) 250-1023

ESI
Electrical Solutions INC.
A Full Service Contractor

Invoice No.	7363
Page	1

BILL TO	SITE
AMCON CONSTRUCTION 1715 YANKEE DOODLE ROAD SUITE 200 EAGAN MN 55121-1616	CITY OF ST FRANCIS PUBLIC WORK 23340 CREE STREET ST FRANCIS MN 55070

Invoice Date	Invoice No.	Customer No.	Payment Terms	Contract No.
06/22/12	7363	AMC001	UPON RECEIPT	

Ticket #	Qty	Unit Meas	Description	Unit Price	Extended Price
W/O # - B20622004					
PROGRESS BILL #5 PER WRITTEN CONTRACT					
B20622004			LABOR AND MATERIALS		82,493.00

Gross	Tax	Net Amount
82,493.00	.00	82,493.00

(C-28)

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side) Page One of ~~XX~~ 2 Pages

TO (OWNER):
CITY OF ST. FRANCIS
23340 CREE STREET
ST. FRANCIS, MN 55070

PROJECT:
ST. FRANCIS POLICE & PUBLIC WORKS
C-28 OVERHEAD CRANE SYSTEMS

APPLICATION NO: 1
PERIOD TO: 5/31/2012
ARCHITECT'S PROJECT NO: 234

Distribution to:
☐ Owner
☐ Architect
☐ Contractor
☐
☐

FROM (CONTRACTOR):
ALLTECH ENGINEERING CORP
2515 PILOT KNOB ROAD
MENDOTA HEIGHTS, MN 55120

CONTRACT FOR:

CONTRACT DATE: 11/23/2011

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
	Total		
Approved this Month			
Number	Date Approved		
		0.00	0.00
		0.00	0.00
		0.00	0.00
	TOTALS	0.00	0.00
Net change by change orders			0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [signature] Date: 6-1-12

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached

1. **ORIGINAL CONTRACT SUM** ..... $ 43,940.00
2. **Net change by change orders** ..... $ 0.00
3. **CONTRACT SUM TO DATE (LINE 1 + 2)** ..... $ 43,940.00
4. **TOTAL COMPLETED AND STORED TO DATE** ..... $ 36,265.00
   (Column G on G703)
5. **RETAINAGE:**
   a. _5_ % of Completed Work $ 1813.~~28~~
   (Column D+E on G703)
   b. __ % of Stored Material $ _____
   (Column F on G703)
   Total Retainage (Line 5a+5b or Total in Column I on G703) ..... $ 1,813.~~28~~
6. **TOTAL EARNED LESS RETAINAGE** ..... $ 34,452 ~~34,451.75~~
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) ..... $ 0.00
8. **CURRENT PAYMENT DUE** ..... $ 34,452 ~~34,451.75~~
9. **BALANCE TO FINISH, PLUS RETAINAGE** ..... $ 9,488.25
   (Line 3 less Line 6)

State of: County of:

Subscribed and sworn to before me this day of , 20
Notary Public:
My Commission Expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 34,452.00

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: [signature] Date: 7-9-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[signature] 6/26/12

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1
APPLICATION DATE: 5/31/2012
PERIOD TO: 5/31/2012
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	SUPPLY CRANE SYSTEM	35,765.00	0.00	35,765.00	0.00	35,765.00	100%	0.00	1,788.25
2	INSTALL CRANE SYSTEM	5,000.00	0.00	0.00	0.00	0.00	0	5,000.00	0.00
3	ELECTRICAL	2,675.00	0.00	0.00	0.00	0.00	0	2,675.00	0.00
4	BOND	500.00	0.00	500.00	0.00	500.00	100%	0.00	25.00
5		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
6		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
		43,940.00	0.00	36,265.00	0.00	36,265.00	83%	7,675.00	1,813.25

AIA DOCUMENT G703 * APPLICATION AND CERTIFICIATE FOR PAYMENT * MAY 1983 EDITION * AIA * @ 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

AIA® Document G702™ – 1992

C-30

Application and Certificate for Payment

TO OWNER: CITY OF ST FRANCIS
4058 ST FRANCIS BLVD
ST FRANCIS, MN 55070

PROJECT: ST FRANCIS POLICE & PUBLIC WOR

APPLICATION NO: AC-00003900004
PERIOD TO: 6/30/2012
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: AC-000039 / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☒
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
BROTHERS FIRE PROTECTION CO
9950 EAST HIGHWAY 10
ELK RIVER, MN 55330

VIA ARCHITECT:

BFP INVOICE NO.: 88599

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ 223,198.00
2. **NET CHANGE BY CHANGE ORDERS** ..... $ 4357 ~~1,920.00~~
3. **CONTRACT SUM TO DATE** *(Line 1 ± 2)* ..... $ 227,555 ~~225,118.00~~
4. **TOTAL COMPLETED & STORED TO DATE** *(Column G on G703)* ..... $ 57,641 ~~20~~
5. **RETAINAGE:**
   a. 4.76 % of Completed Work
   (Columns D + E on G703) $ ~~2,746.00~~ 2,882
   b. _____ % of Stored Material
   (Column F on G703) $ _____

   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)* ..... $ ~~2,746.00~~
6. **TOTAL EARNED LESS RETAINAGE** ..... $ 54,759 ~~55,395.20~~
   (Line 4 minus Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... $ 8313 ~~8,449.62~~
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** ..... $ 46,446 ~~46,945.58~~
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 minus Line 6) $ 170,222.80

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 1,920.00	$
Total approved this month	$	$
TOTAL	$ 1,920.00	$
NET CHANGES by Change Order	$ 1,920.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BROTHERS FIRE PROTECTION CO
By: _____ Date: 6-18-12
State of: MINNESOTA
County of: SHERBURNE
Subscribed and sworn to before me this 18TH day of June
Notary Public: Cindy Ladyka
My commission expires: 1/31/17

CINDY LADYKA
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1/31/2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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6/26/12

010711ACD44

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: AC-00003900004
APPLICATION DATE: 6/18/2012
PERIOD TO: 6/30/2012
ARCHITECT'S PROJECT NO: AC-000039

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
1	BOND	2,230.00	2,230.00			2,230.00	100.00		111.50
2	PERMIT	1,150.00	1,150.00			1,150.00	100.00		57.50
3	DESIGN	2,650.00	2,650.00			2,650.00	100.00		132.50
4	MATERIAL	122,000.00		24,400.00		24,400.00	20.00	97,600.00	1,220.00
5	FIELD LABOR	90,704.00	2,721.12	24,490.08		27,211.20	30.00	63,492.80	1,224.50
6	CLEANUP	4,464.00						4,464.00	
7	CO#1 PULL WIRE FOR OUTDC	1,675.00						1,675.00	
8	CO#2 ADD CLOSED CIRCUIT :	245.00						245.00	
9	CO#3 RELOCATE 2 DATA DE\								
	Totals GRAND TOTAL	225,118.00	8,751.12	48,890.08		57,641.20	25.60	167,476.80	2,746.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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101210ACD44

AMCON
Design/Build | Construction Management
General Contracting

APPLICATION AND CERTIFICATE FOR PAYMENT

To (Owner): City of St. Francis
23340 Cree St. NW
St. Francis, MN 55070

Project: St. Francis Police & Public Works
4058 St. Francis Blvd
St. Francis, MN 55070

Construction Manager: Amcon CM, LLC
1715 Yankee Doodle Road, Suite 200
Eagan, MN 55121

Architect: Power Engineers Inc
105 East 4th St., Suite 200
Northfield, MN 55057

Application #: 9

Dated: 7/31/2012

Project No: CM234

Page: 1 of 2

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received fro the Owner, and that current payment shown herein is now due.

CONTRACTOR: Amcon CM, LLC

BY:

DATE: 7/25/12

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: Power Engineers Inc.

BY: Mike D. Brist

DATE: 7-30-12

OWNER: City of St. Francis

BY:

DATE:

CHANGE ORDER SUMMARY

Change Order Number	Approval Date	Amount
1	7/25/2012	87,047
TOTAL		$87,047

Thank You

Application is made for payment as shown below in connection with the Contract Continuation Sheet attached.

The present status of the account for this contract is as follows:

Original Budget Sum:	$6,425,937
Change Orders To Contract:	$87,047
Contract Value	$6,512,984
Total Completed & Stored To Date:	$5,059,916
Retention:	$252,995
Total Earned, Less Retention:	$4,806,921
Previous Applications For Payment:	$4,141,756
Current Payment Due:	$665,165
Previously Submitted & Not Paid Applications:	$0
TOTAL DUE:	**$665,165**

AMCON
Design/Build | Construction Management
General Contracting

CONTRACT CONTINUATION

Project: St. Francis Police & Public Works
St. Francis, MN

Application #: 9
Dated: 7/31/2012
Project No: CM 234

#	Cost Code	Description	Subcontractor/ Supplier	Original Contract	Changes To Contract	Sum to Date	Total Completed to Date	Retention	Total Earned Less Retention	Previous Requests	Current Payment Due	% Completed	Balance to Finish
1	C-01	Site Grading/Excavating/Demo	North Metro Asphalt & Contracting	$344,942	$3,715	$348,657	$315,807	$15,790	$ 300,017	$277,392	$22,625	91%	$32,850
2	C-02	Site Utilities	New Look Contracting Inc.	284,500	15,506	300,006	294,146	14,707	279,439	279,439	0	98%	5,860
3	C-03	Asphalt Paving	Northland Paving, LLC	448,200	2,671	450,871	99,000	4,950	94,050	94,050 ✓	0	22%	351,871
4	C-04	Landscaping/Irrigation/Ret. Walls	Noble Nursery Retail	47,365	(335)	47,030	0	0	0	0	0	0%	47,030
5	C-05	Concrete & Masonry	Classic Construction of Cedar MN	777,988	458	778,446	752,850	37,643	715,207	645,363	69,844	97%	25,596
6	C-06	Precast Concrete	Fabcon Inc	677,907	783	678,690	678,690	33,935	644,755	644,755	0	100%	0
7	C-07	Steel Fabrication (Supply)	Central Minnesota Fabricating	340,330	865	341,195	341,195	17,060	324,135	312,195	11,940	100%	0
8	C-08	Steel Erection	Maxx Steel Erectors	69,900	1,651	71,551	69,033	3,452	65,581	60,622	4,959	96%	2,518
9	C-09	Windows-Fiberglass (Supply)	Shaw Stewart Lumber Co	22,225	0	22,225	22,225	1,111	21,114	21,114	0	100%	0
10	C-10	Carpentry-Gen Construction	Gopher State Contractors Inc	123,310	1,823	125,133	75,275	3,764	71,511	71,511	0	60%	49,858
11	C-11	Architectural Woodwork, Cabinet:	Southern MN Woodcraft Inc	47,950	9,876	57,826	3,040	152	2,888	2,888	0	5%	54,786
12	C-12	Flat Roofing	McDowall Company	400,650	0	400,650	392,680	19,634	373,046	373,046	0	98%	7,970
13	C-13	HM Doors/Hardware (Supply)	Straughan Hardware Inc	96,980	(655)	96,325	0	0	0	0	0	0%	96,325
14	C-14	Overhead Doors	Overhead Door of the Northland	70,298	1,341	71,639	71,639	3,582	68,057	49,048	19,009	100%	0
15	C-15	Specialty Doors - Detention	Stronghold Industries Inc	24,400	0	24,400	12,000	600	11,400	11,400	0	49%	12,400
16	C-16	Glass and Glazing	Heartland Glass	49,060	518	49,578	22,449	1,122	21,327	21,327	0	45%	27,129
17	C-17	Drywall/Metal Stud Framing	M.Reinert Drywall Inc	83,000	2,534	85,534	80,925	4,046	76,879	76,879	0	95%	4,609
18	C-18	Flooring (Carpet and VCT)	Multiple Concept Interior Inc	23,949	1,384	25,333	20,089	1,004	19,085	14,465	4,620	79%	5,244
19	C-19	Ceramic and Quarry Tile	Grazzini Brothers & Company	31,397	0	31,397	24,500	1,225	23,275	13,775	9,500	78%	6,897
20	C-20	Painting & Coatings	Steinbrecher Painting	37,200	0	37,200	3,150	158	2,992	2,992	0	8%	34,050
21	C-21	Acoustical Ceiling	Acoustics Associates	26,825	1,306	28,131	0	0	0	0	0	0%	28,131
22	C-22A	Misc. Specialties	Bartles Sales Company Inc	16,891	711	17,602	487	24	463	463	0	3%	17,115
23	C-22B	Detention	Mid America Business Systems	36,218	(12,115)	24,103	0	0	0	0	0	0%	24,103
24	C-22C	Laundry Access, Wash Bay	Construction Supply Inc	13,621	1,179	14,800	10,156	508	9,648	0	9,648	69%	4,644
25	C-22D	Visual Display	Newline Products Inc	1,103	0	1,103	0	0	0	0	0	0%	1,103
26	C-22E	Supply Police Personnel Lockers	Tiffin	13,561	0	13,561	13,561	678	12,883	0	12,883	100%	0
27	C-23	Fabric Covered Storage Struct.	Greystone Construction Co	114,950	11,312	126,262	126,262	6,313	119,949	108,207	11,742	100%	0
28	C-24	Lockers	Olympus Lockers & Storage Prod	17,800	0	17,800	0	0	0	0	0	0%	17,800
29	C-25	Signage	Signarama	9,896	(291)	9,605	0	0	0	0	0	0%	9,605
30	C-26	Mechanical -HVAC,Plumbing, Fir	St. Cloud Refrigeration	1,084,200	25,245	1,109,445	1,024,845	51,242	973,603	742,658	230,945	92%	84,600
31	C-27	Electrical	Electrical Solutions Inc	693,100	15,008	708,108	512,006	25,600	486,406	228,956	257,450	72%	196,102
32	C-28	Overhead Crane Systems	Alltech Engineering Corop	43,940	0	43,940	36,265	1,813	34,452	34,452	0	83%	7,675
33	C-29	Fencing/Gates	Midwest Fence	127,730	(1,800)	125,930	0	0	0	0	0	0%	125,930
34	C-30	Low Voltage Systems	Brothers Fire Protection	223,198	4,357	227,555	57,641	2,882	54,759	54,759	0	25%	169,914
35	C-31	Window Treatment	Custom Expressions	1,353	0	1,353	0	0	0	0	0	0%	1,353
		TOTALS		$6,425,937	$87,047	$6,512,984	$5,059,916	$252,995	$ 4,806,921	$4,141,756	$665,165	78%	$1,453,068

1715 Yankee Doodle Road, Suite 200 | Eagan, Minnesota 55121-1698 | Tel: 651.379.9090 | Fax: 651.379.9091
Email: custserv@amconconstruction.com | Website: www.amconconstruction.com

Contract Summaries

St. Francis Police & Public Works

Contractor	Signed Contract	Insurance Expires	Bond	Original Contract	Change Orders	Current Contract
St. Francis Contractors						
C-01 North Metro Asphalt and Contracting	X	4/15/12	X	344,942	3,715	348,657
C-02 New Look Contracting, Inc	X	1/9/12	X	284,500	15,506	300,006
C-03 Northland Paving, LLC	X	1/1/12	X	448,200	2,671	450,871
C-04 Noble Nursery Retail	X	7/1/12	X	47,365	(335)	47,030
C-05 Classic Construction of Cedar, MN. Inc.	X	3/1/12	X	777,988	458	778,446
C-06 Fabcon, Inc	X	12/31/12	X	677,907	783	678,690
C-07 Central Minnesota Fabricating	X	11/1/12	X	340,330	865	341,195
C-08 Maxx Steel Erectors	X	6/2/12	X	69,900	1,651	71,551
C-09 Shaw Stewart Lumber Co,	X		X	22,225		22,225
C-10 Gopher State Contractors, Inc	X	5/29/13	X	123,310	1,823	125,133
C-11 Southern Minnesota Woodcraft, Inc	X	4/1/12	X	47,950	9,876	57,826
C-12 McDowall Company	X	4/1/12	X	400,650		400,650
C-13 Straughan Hardware, Inc	X	6/30/12	X	96,980	(655)	96,325
C-14 Overhead Door of the Northland	X	10/26/12	X	70,298	1,341	71,639
C-15 Stronghold Industries, Inc	X	11/1/12	X	24,400		24,400
C-16 Heartland Glass	X	5/15/12	X	49,060	518	49,578
C-17 M. Reinert Drywall, Inc	X	1/30/12	X	83,000	2,534	85,534
C-18 Multiple Concept Interior, Inc	X	1/1/13	X	23,949	1,384	25,333
C-19 Grazzini Brothers & Company	X	12/31/12	X	31,397		31,397
C-20 Steinbrecher Painting	X	3/1/12	X	37,200		37,200
C-21 Acoustics Associates	X	5/1/12	X	26,825	1,306	28,131
C-22A Bartley Sales Company, Inc	X	1/29/13		16,891	711	17,602
C-22B Mid-America Business Systems and	X	9/1/12	X	36,218	(12,115)	24,103
C-22C Construction Supply, Inc	X			13,621	1,179	14,800
C-22D Newline Products, Inc	X			1,103		1,103
C-22E Tiffin Metal Products	X			13,561		13,561
C-23 Greystone Construction Company	X	4/1/12	X	114,950	11,312	126,262
C-24 Olympus Lockers & Storage Products, Inc	X	7/1/12	X	17,800		17,800
C-25 Signarama		2/10/13		9,896	(291)	9,605
C-26 St. Cloud Refrigeration	X	12/31/12	X	1,084,200	25,245	1,109,445
C-27 Electrical Solutions, Inc	X	9/1/12	X	693,100	15,008	708,108
C-28 Alltech Engineering Corp	X	7/1/12	X	43,940		43,940
C-29 Midwest Fence	X	3/1/13	X	127,730	(1,800)	125,930
C-30 Brothers Fire Protection	X	4/1/12	X	223,198	4,357	227,555
C-31 Custom Expressions	X	9/29/12		1,353		1,353
				6,425,937	87,047	6,512,984

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma (Instructions on reverse side)

C-01

CONTRACTOR: City of St. Francis
23340 Cree Street
St. Francis, MN 55070

SUBCONTRACTOR: North Metro Asphalt and Contracting
1455 165th Ave NE
Ham Lake, MN 55304

CONTRACT FOR:

PROJECT:

APPLICATION NUMBER: 5
PERIOD TO: 06/30/12
PROJECT NOS.:

CONTRACT DATE: 11/08/11

VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

Distribution to:
- [ ] OWNER
- [x] CONSTRUCTION MANAGER
- [ ] ARCHITECT
- [x] CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1.	ORIGINAL CONTRACT SUM		$344,942.00
2.	Net Change By Change Orders.....		$3,715.00
3.	CONTRACT SUM TO DATE (Line 1 +2).....		$ 348,657.00
4.	TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)		$315,807
5.	RETAINAGE:		
	a. 5% % of Completed Work (Columns D & E on G703)	$15,790	
	b. 0% % of Stored Material (Column F on G703)	$0.00	
	Total Retainage (Line 5a + 5b or Total in Column 1 of G703)		$15,790
6.	TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)		$300,017
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$277,393
8.	CURRENT PAYMENT DUE		~~$22,624~~ $22,625
9.	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 48,640	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$3,715.00	
Total Approved this Month		
TOTALS	$3,715.00	$0.00
NET CHANGES by Change Order		$3,715.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

BY: _____ DATE 6-27-12

State of: Minnesota County of: Anoka
Subscribed and sworn before me this 27 day of June 20 11
Notary Public: Shelli Lekson
My Commission Expires: 1/31/13

Shelli J. Lekson
Notary Public
Minnesota
My Commission Expires January 31, 2013

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ 22,624.10

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

CONSTRUCTION MGR:
By: _____ Date: 7/25/12

ARCHITECT:
By: Mila D. Britt Date: 7-30-12

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
APPLICATION DATE: 06/27/12
PERIOD TO: 06/30/12
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Bond	$6,174.00	$6,174.00	$0.00		$6,174.00	100%	$0	$309
2	Mobilization/Incidentals	$10,325.00	$9,281.25	$500.00		$9,781.25	95%	$544	$489
3	ErosionControl	$11,430.00	$10,500.50	$0.00		$10,500.50	92%	$930	$525
4	Removals	$13,675.00	$12,600.00	$0.00		$12,600.00	92%	$1,075	$630
5	Site Grading	$172,228.00	$166,891.72	$0.00		$166,891.72	97%	$5,336	$8,345
6	Structural Excavating/Backfill/Floor Prep	$55,960.00	$55,960.00	$0.00		$55,960.00	100%	$0	$2,798
7	Tolerance Paving/ Con Areas	$17,170.00	$8,585.00	$7,500.00		$16,085.00	94%	$1,085	$804
8	Turn Lane/Ext Concrete/CL5/Prep	$8,135.00	$2,000.00	$2,100.00		$4,100.00	50%	$4,035	$205
9	Backfill Curbs/Finish Grade/ Top Soil	$49,845.00	$20,000.00	$10,000.00		$30,000.00	60%	$19,845	$1,500
10	CO1-01		$0.00	$715.00		$715.00	100%	$0	$36
11	CO2-02		$0.00	$3,000.00		$3,000.00	100%	$0	$150
12			$0.00	$0.00		$0.00		$0	$0
13			$0.00	$0.00		$0.00		$0	$0
14			$0.00	$0.00		$0.00		$0	$0
15			$0.00	$0.00		$0.00		$0	$0
17			$0.00	$0.00		$0.00		$0	$0
18			$0.00	$0.00		$0.00		$0	$0
20			$0.00	$0.00		$0.00		$0	$0
21			$0.00	$0.00		$0.00		$0	$0
22			$0.00	$0.00		$0.00		$0	$0
23			$0.00	$0.00		$0.00		$0	$0
24			$0.00	$0.00		$0.00		$0	$0
25			$0.00	$0.00		$0.00		$0	$0
26			$0.00	$0.00		$0.00		$0	$0
27			$0.00	$0.00		$0.00		$0	$0
28			$0.00	$0.00		$0.00		$0	$0
29			$0.00	$0.00		$0.00		$0	$0
30			$0.00	$0.00		$0.00		$0	$0
31			$0.00	$0.00		$0.00		$0	$0
32			$0.00	$0.00		$0.00		$0	$0
34			$0.00	$0.00		$0.00		$0	$0
35			$0.00	$0.00		$0.00		$0	$0
36			$0.00	$0.00		$0.00		$0	$0
37			$0.00	$0.00		$0.00		$0	$0
38			$0.00	$0.00		$0.00		$0	$0
39			$0.00	$0.00		$0.00		$0	$0
40			$0.00	$0.00		$0.00		$0.00	$0.00
41			$0.00	$0.00		$0.00		$0.00	$0.00
42			$0.00	$0.00		$0.00		$0.00	$0.00
43			$0.00	$0.00		$0.00		$0.00	$0.00
44			$0.00	$0.00		$0.00		$0.00	$0.00
45			$0.00	$0.00		$0.00		$0.00	$0.00
46			$0.00	$0.00		$0.00		$0.00	$0.00
TOTALS		**344,942**	**291,992**	**23,815**	**0**	**315,807**		**32,850**	**15,790**

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

C-05

PAGE ONE OF PAGES

TO OWNER: City of St. Francis
23340 Cree St SW
St. Francis, MN 55070

PROJECT: St. Francis Police & Public Works

APPLICATION NO: 6

Distribution to:
☐ OWNER

PERIOD TO:

PROJECT NO:

FROM Classic Construction, Inc.
18542 Ulysses Street NE
East Bethel, MN 55011

☐ ARCHITECT
☐ CONTRACTOR

VIA OWNERS REPRESENTATIVE

CONTRACTOR FOR:

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$	777,988.00
2. Net change by Change Orders			458.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$	778,446.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$	752,850.00
5. RETAINAGE:			
a. 5 % of Completed Work (Column D + E on G703)	$ 37,642.50		
b. 5 % of Stored Material (Column F on G703)	$		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			37642.5
		$	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$	715,207.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$	645,362.55
8. CURRENT PAYMENT DUE		$	69,844.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$		63,238.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$6,390.00	($6,000.00)
Total approved this Month	$450.00	($382.00)
TOTALS	$6,840.00	($6,382.00)
NET CHANGES by Change Order	$458.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [signature] Date: 7/24/2012

State of: MN County of: Anoka
Subscribed and sworn to before me this 24th day of July, 2012
Notary Public: [signature]
My Commission expires: 1/31/13

KRISTIN J ERICKSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2018

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 69,844.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

OWNERS REPRESENTATIVE:
By: [signature] Date: 7/25/12

ARCHITECT:
By: Mike D. Britz Date: 7-30-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G-703 -1992

AIA Document G702, Application for Payment

Application Date 7/24/2012
Application Number 6.00
Period To
Architects Pjroject Number

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work completed: From Previous (D + E)	Work completed: This Period	Materials Presently Stored (Not in D or E)	Total Completed & Stored to Date (D+E+F)	% (G/C)	Balance To Finish (C-G)	Retainage 5% (If Variable Rate)
3000/4000	Concrete/Masonry	$ 778,446.00	$ 679,329.00	$ 73,521.00	$ -	$ 752,850.00	96.00%	$ 25,596.00	5%
	TOTALS	$ 778,446.00	$ 679,329.00	$ 73,521.00	$ -	$ 752,850.00	96.00%	$ 25,596.00	

G703- 1992

Invoice

CLASSIC CONSTRUCTION
CURT STRANDLUND, OWNER
CONCRETE & MASONRY WORK • COMMERCIAL & RESIDENTIAL

Customer No.: CITY OF ST.
Invoice No.: 13691

Bill To: **City of St. Francis**
23340 Cree Street NW
Saint Francis, MN 55070

Job Address: **St. Francis Police & Public**
4058 St. Francis Blvd.
Saint Francis, MN 55070

Date	Purchase Order Number	Order Date	Terms
07/24/12		07/24/12	Net 30

Description	Amount
Work Completed: (Draw #6)	
Curb & Gutter	
2" Topping Precast	
Caulking	
VPL Gate	
Precast Caps	
Concrete Apron	
Total for Draw #6	73521.00
Invoice subtotal	73521.00
Invoice total	73521.00

Thank You

18542 ULYSSES ST. N.E. EAST BETHEL, MN 55011 (763) 434-8870 FAX: (763) 434-7120

C-07

SUBCONTRACTORS APPLICATION FOR PAYMENT

To: Amcon Construction Company, LLC

From: Central Minnesota Fabricating, Inc.

PROJECT St. Francis Police and Public Works | Job 234

Payment Request No. Five

Period 07/01/2012 ~~2014~~ to 07/31/2012 ~~2014~~

Statement of Contract Account:

1. Original Contract Amount	$ 340,330.00
2. Approved change Order No.s. _____ (As per attached breakdown)	$ 865.00
3. Adjusted Contract Amount	$ 341,195.00
4. Value of Work Competed to Date (As per attached breakdown)	$ 341,195.00
5. Value of Approved Change Orders Completed (As per attached breakdown)	$
6. Materials Strored on Site (As per attached breakdown)	$
7. Total to Date	$ 341,195.00
8. Less Amount Retained (5%)	$ 17,059.75 60
9. Total Less Retainage	$ 324,135.25
10. Total Previously Certifed (Deduct)	$ 312,194.76
11. AMOUNT DUE THIS REQUEST	$ 11,940.49

CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and AMCON relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered previous payments received from the Contractor, to (1) all my subcontractors (sub-contractors) and (2) for all materials and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal, State and local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this Contract.

Miles D. Brett 7-30-12
Power Engineers Inc.

AFFIDAVIT OF SUPPLIERS:

My suppliers for the above referenced period are as follows:

Red River Fabricating, Inc.	$ 13,957.00
	$
	$
	$

Date: 7/19/12

Central Minnesota Fabricating, Inc.
SUBCONTRACTOR

Subscribed and sworn before me this 19 day of July 2012

NOTARY PUBLIC: Karla Kay Boone

KARLA KAY BOONE
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2013

BY: _____
(authorized signature) Jeff Allinder, Secretary

Mr. Adam Wirtz 7/25/12

CENTRAL MINNESOTA FABRICATING, INC.

No: 20113

2011 West Gorton Avenue
Box 1178
Willmar MN 56201
Telephone (320)235-4181

Sold To:

AMCON CONSTRUCTION
1715 YANKEE DOODLE RD.SUITE200

EAGAN MN 55121

Ship To:

ST FRANCIS POL/PUB WORKS
ST FRANCIS , MN

Terms	
1/2% 10 NET 30	

Job No:		Invoice Date	Cust. Number	Discount on Steel if Paid by	
11-637		07/19/12	71200	07/29/12	$58.80

STRUCTURAL STEEL, MISC STEEL		$11,760.43
MINNESOTA	6.875%	$808.51
		==========
		$12,568.94
REFERENCE # 234		

DISCOUNT AMOUNT INDICATED ABOVE IS FOR
PAYMENT BY DATE INDICATED. ANY PAYMENT
MUST REDUCE DISCOUNT PROPORTIONALLY.

PLEASE MAIL YOUR PAYMENTS TO:
CENTRAL MINNESOTA FABRICATING, INC.
P.O. BOX 1178
WILLMAR, MN 56201

AIA® Document G702/CMa™ – 1992

C-08

Application and Certificate for Payment Construction Manager-Adviser Edition

TO OWNER: City of St. Francis
23340 Cree St. SW
St. Francis, MN 55070

PROJECT: City of St. Francis
police + public works.

APPLICATION NO: 11/4-4
PERIOD TO: 7/31/12

Distribution to:
OWNER ☐
CONSTRUCTION MANAGER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
☐

FROM CONTRACTOR:
maxx Steel Erectors, Inc.
PO Box 334
Maple Lake, MN 55358

VIA CONSTRUCTION MANAGER:
Amon Construction Co.

VIA ARCHITECT:

CONTRACT DATE:
PROJECT NOS: / /

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... $ 69,900.00
2. Net change by Change Orders ..... 1651 $ 4,026.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... 71,551 $ 73,926.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... $ 69,033.00
5. RETAINAGE:
   a. 5 % of Completed Work (Column D + E on G703) $ 3,451.65
   b. ____ % of Stored Material (Column F on G703) $ 0
   Total Retainage (Lines 5a + 5b or Total in Column I of G703) .. $ 3,451.65
6. TOTAL EARNED LESS RETAINAGE ..... $ 65,581.35
   (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... $ 60,622.35
   (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... $ 4,959.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 less Line 6) $ 5,344.65

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this Month	$	$
TOTALS	$	$
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: [signature] Date: 7/19/12
State of: Minnesota
County of: Hennepin
Subscribed and sworn to before me this 19 day of July, 2012.
Notary Public: Jacquelyn L Diedrich
My Commission expires: 01/31/2016

JACQUELYN LEE DIEDRICH
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2016

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 4,959.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:
By: [signature] Date: 7/25/12

ARCHITECT:
By: Miles D. Britt Date: 7-30-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Primax Steel Erectors, Inc.

St. Francis public works

AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 114-3
APPLICATION DATE: 7/17/12
PERIOD TO: 7/31/12
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	051200 Struct.	$27,960.00	$27,960.00	0	0	$27,960.00	100	0	
2	052100 jsts.	$18,873.00	$18,873.00	0		$18,873.00	100	0	
3	053100 Deck	$13,980.00	$13,980.00	0		$13,980.00	100	0	
4	055000 misc.	$4,893.00	$3,000.00	0		$3,000.00	61	$1,893.00	
5	055100 metal stairs	$ 3,822.00	0	$3,822.00		$3,822.00	100	0	
6	055300 metal gratings	$1,398.00	0	$1,398.00		$1,398.00	100	0	
		$70,926.00	$63,813.00	$5,220.00		$69,033.00			$3,451.65

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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C-14

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
City of St. Francis
23340 Cree St.
St. Francis, MN 55070
FROM CONTRACTOR:
Overhead Door Company of the Northland
3195 Terminal Drive
Eagan, MN 55121

CONTRACT FOR: OVERHEAD DOORS

PROJECT:
City of St. Francis - Public Works

St. Francis, MN
VIA ARCHITECT:

VIA CONSTRUCTION MANAGER Amcon CM
VIA ARCHITECT: Professional Design Grp.

APPLICATION #: 2
PERIOD TO: 07/31/12
PROJECT NOS: 234

CONTRACT DATE: 11/07/11

Distribution to:
- [ ] Owner
- [ ] Const. Mgr
- [ ] Architect
- [X] Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM----------	$	70,298.00
2. Net change by Change Orders----------$	$	1,341.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	71,639.00
4. TOTAL COMPLETED & STORED TO DATE-$ (Column G on Continuation Sheet)		71,639.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	$	3,58~~1.95~~ 2
b. 5.0% of Stored Material (Column F on Continuation Sheet)	$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet--------	$	3,58~~1.95~~ 2
6. TOTAL EARNED LESS RETAINAGE---------- (Line 4 less Line 5 Total)	$	68,057.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)----------	$	49,048.50
8. CURRENT PAYMENT DUE----------	$	19,009 ~~19,008.55~~
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	3,581.95

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$3,512.00	-$2,171.00
Total approved this Month		
TOTALS	$3,512.00	-$2,171.00
NET CHANGES by Change Order	$1,341.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR: OVERHEAD DOOR COMPANY OF THE NORTHLAND

By: Susan L. Kipper Date: 7-20-12

State of: MN
County of: DAKOTA
Subscribed and sworn to before me this 20 day of JULY 2012

Notary Public: James Lloyd Lundberg
My Commission expires: 01/31/17

NOTARY SEAL
THE GREAT SEAL OF THE STATE OF MINNESOTA
MINNESOTA

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ---------- $19,009.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Miles D. Britt Date: 7-30-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

Adam Winberg 7/25/12

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
City of St. Francis - Public Works

St. Francis, MN

APPLICATION NUMBER: 2
APPLICATION DATE: 07/20/12
PERIOD TO: 31-Jul-12
ARCHITECT'S PROJECT NO: 234

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
1	**OVERHEAD DOORS**	70,298.00	51,630.00	18,668.00		70,298.00	100%		3,514.90
2									
3	**Change Order C14-01**	(2,131.00)		(2,131.00)		(2,131.00)			(106.55)
4	**Change Order C14-02**	3,512.00		3,512.00		3,512.00	100%		175.60
5	**Change Order C14-03**	(40.00)		(40.00)		(40.00)			(2.00)
6									
7									
8									
9									
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27									
28									
	SUBTOTALS PAGE 2	71,639.00	51,630.00	20,009.00		71,639.00	100%		3,581.95

The Genuine. The Original.

OVERHEAD DOOR®

INVOICE

Overhead Door Company of the Northland

3195 Terminal Drive
Eagan, MN 55121
Phone (651) 683-0307 Fax (651) 683-0625

DATE: June 18, 2012
INVOICE # 74249

BILL TO:
Amcon CM
1715 Yankee Doodle Road, Suite 200
Eagan, MN 55121

JOB NAME: City of St. Francis
St. Francis, MN

PROJECT # 234

P.O. #

Project Manager: Kent Seversonn

DESCRIPTION	HOURS	RATE	AMOUNT
PART OF CONTRACT - INVOICE			
FURNISHED & INSTALLED OVERHEAD DOORS AS PER CONTRACT			$ 20,009.00
JULY 2012 PAY REQUEST			
		SUBTOTAL	$ 20,009.00
		TAX RATE	
		SALES TAX	ALL TAXES PAID
		OTHER	
		TOTAL	$ 20,009.00

MN TAX ID# 2451403

Notes:

Make all checks payable to: Overhead Door Company of the Northland
Total due in 15 days. Overdue accounts subject to a service charge of 1-1/2% per month.

THANK YOU FOR YOUR BUSINESS!

PAYMENT APPLICATION

 C-18

TO:	Ar.con Construction 1715 Yankee Doodle Road Suite 200 Eagan, MN 55121-1616 Attn:	PROJECT NAME AND LOCATION:	St Francis Police & Public Wor St Francis Police & Public Works Facility St Francis, MN	APPLICATION # PERIOD THRU PROJECT #s:	3 07/31/2012
FROM:	Multiple Concepts Interiors 26 1st Ave N Waite Park, MN 56387	ARCHITECT:		DATE OF CONTRACT:	11/07/2011
FOR:	St Framcis Police & Public Works Facility	CONSTRUCTION MANAGER:			

Distribution to:
- ☐ OWNER
- ☐ CONSTRUCTION MANAGER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. **CONTRACT AMOUNT** $23,949.00
2. **SUM OF ALL CHANGE ORDERS** $1,384.00
3. **CURRENT CONTRACT AMOUNT** (Line 1 +/- 2) $25,333.00
4. **TOTAL COMPLETED AND STORED** $20,089.00
   (Column G on Continuation Page)
5. **RETAINAGE:**
   a. 5.00% of Completed Work $761.29
   (Columns D + E on Continuation Page)
   b. 5.00% of Material Stored $243.17
   (Column F on Continuation Page)
   Total Retainage (Line 5a + 5b or Column I on Continuation Page) $1,004.46
6. **TOTAL COMPLETED AND STORED LESS RETAINAGE** $19,084.54
   (Line 4 minus Line 5 Total)
7. **LESS PREVIOUS PAYMENT APPLICATIONS** $14,464.41
8. **PAYMENT DUE** $4,620.13
9. **BALANCE TO COMPLETION**
   (Line 3 minus Line 6) $6,248.46

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$1,384.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$1,384.00	$0.00
NET CHANGES	$1,384.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Multiple Concepts Interiors

By: _____ Date: 7/19/12

State of: Minnesota

County of: Stearns

Subscribed and sworn to before me this 19 day of July

Notary Public: Peggy Fuller

My Commission Expires: 1-31-2015

PEGGY J. FULLER
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2015

CERTIFICATION

The Construction Manager and Architect's signatures below are their assurance to Owner, concerning the payment herein applied for, that: (1) they have inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Construction Manager and Architect know of no reason why payment should not be made.

CERTIFIED AMOUNT..... $4,620.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

CONSTRUCTION MANAGER:
By: Calvin Wirling Date: 7/25/12

ARCHITECT:
By: Mike D. Butt Date: 7-30-12

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: St Francis Police & Public Wor
St Francis Police & Public Works Facility

APPLICATION #: 3
DATE OF APPLICATION: 07/19/2012
PERIOD THRU: 07/31/2012
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Materials	$18,705.00	$13,841.70	$0.00	$4,863.30	$18,705.00	100%	$0.00	$935.25
2	Labor	$5,244.00	$0.00	$0.00	$0.00	$0.00	0%	$5,244.00	$0.00
3	Change Irder #C18-1	$1,384.00	$1,384.00	$0.00	$0.00	$1,384.00	100%	$0.00	$69.20
	TOTALS	$25,333.00	$15,225.70	$0.00	$4,863.30	$20,089.00	79%	$5,244.00	$1,004.46

Quantum Software Solutions, Inc. Document

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER: Amcon Construction Co.
Suite 200
1715 Yankee Doodle Road
Eagan, MN 55121-1616

PROJECT: St. Francis Police and Public Works Facility
4058 St. Francis Blvd. NW
St. Francis, MN 55070

APPLICATION NO: 3

PERIOD TO: 7/31/12

PROJECT NOS: 234

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
Grazzini Brothers and Company
1175 Eagan Industrial Road
Eagan, MN 55121

VIA ARCHITECT:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM			$ 31,397.00
2. Net change by Change Orders			$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$ 31,397.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 24,500.00
5. RETAINAGE:			
a. _____ % of Completed Work (Column D + E on G703)	$	1,225.00	
b. _____ % of Stored Material (Column F on G703)	$		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			$ 1,225.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 23,275.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			13,775.00
8. CURRENT PAYMENT DUE			9,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$		8,122.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

CONTRACTOR: Grazzini Brothers and Company

By: [signature] Date: 7/17/12

State of: Minnesota County of: Dakota
Subscribed and sworn to before me this 17 day of July, 2012
Notary Public: Jessica R. Olson
My Commission expires: 1/31/17

JESSICA R. OLSON
Notary Public
State of Minnesota
My Commission Expires
January 31, 2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 9,500.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Miles P. Britz Date: 7-30-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Adam Winberg 7/25/12

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
APPLICATION DATE: 7/17/12
PERIOD TO: 7/31/12
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 5.00%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Tile Work								
	Labor	$13,897.00	$0.00	$7,000.00	$0.00	$7,000.00	50%	$6,897.00	$350.00
	Materials	$17,500.00	$14,500.00	$3,000.00	$0.00	$17,500.00	100%	$0.00	$875.00
	GRAND TOTALS	$31,397.00	$14,500.00	$10,000.00	$0.00	$24,500.00	78.03%	$6,897.00	$1,225.00

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GRAZZINI BROTHERS & COMPANY
1175 EAGAN INDUSTRIAL ROAD
EAGAN, MN 55121

(651) 452-2700
Fax (651) 452-2701

Invoice Date	Customer ID	Invoice No.
07-17-2012	AMCO001	**133043**

Job/Contract No.	P.O. No.	Draw ID
234		3

Remit To:

AMCON CONSTRUCTION COMPANY
SUITE 200
1715 YANKEE DOODLE ROAD
EAGAN, MN 55121-1616

Project: 2-11-0641

ST. FRANCIS POLICE AND PUBLIC
WORKS FACILITY
4058 ST. FRANCIS BLVD. NW
ST. FRANCIS, MN 55070

1	Labor and materials for tile work performed during the month of July	10,000.00

Amount Billed	$10,000.00
Retainage Held	500.00
	$9,500.00

Terms: Net cash 30 days. One and one half percent service charge per month on all invoices over 30 days.

C22C

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMa

TO OWNER: City of St. Francis
23340 Cree Street
St. Francis, MN

PROJECT: Police & Public Works Facility
St. Francis, MN

APPLICATION NO: 1

PERIOD TO: 07/10/12

PROJECT NO:

CONTRACT DATE: 11/7/11

Distribution to:
- [ ] OWNER
- [ ] CONSTRUCTION MANAGER
- [ ] ARCHITECT
- [ ] CONTRACTOR

FROM CONTRACTOR:
Construction Supply, Inc.
2410 5th Ave North
Fargo, ND 58102

VIA CONSTRUCTION MANAGER: Amcon Construction

CONTRACT FOR:

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 13,621.00
2. Net change by Change Orders		$ 1179 ~~1,568.00~~
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 14,800 ~~15,189.00~~
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 10,156.27
5. RETAINAGE:		
a. 5% % of Completed Work (Column D + E on G703)	$ 507.~~81~~ 508	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ ~~507.81~~ 508
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 9,648.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ 9,648.~~45~~
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	5,540.55

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	$1,591.00	$23.00
TOTALS	$1,591.00	$23.00
NET CHANGES by Change Order	$1,568.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Construction Supply, Inc.

By: Kari Cline Date: July 11, 2012

State of: North Dakota County of: Cass
Subscribed and sworn to before me this 10th day of July 2012

Notary Public:
My Commission expires: T. P. Barrus

TIMOTHY P. BARRUS
Notary Public
State of North Dakota
My Commission Expires Apr. 12, 2014

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 9,648.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:
By: Adam Winkler Date: 7/25/12

ARCHITECT:
By: Mike D. Britz Date: 7-30-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Construction Supply Inc.

2410 5th Ave N
Fargo, ND 58102
Phone # 701-235-6605
Fax # 701-235-9632
www.csi-fargo.com

INVOICE

Date 6/30/2012 Invoice No. 112575

Project Name: Police & Public Works Facility

Project Location: St. Francis, MN

Bill To

Amcon Construction
1715 Yankee Doodle Road, Suite 200
Eagan, MN 55121-1616

Phone: 651-379-9090 | Fax: 651-379-9091

E-mail | custserv@amconconstruction.com

Ship To

Police and Public Works Facility
Attn: Bob Landsberger
4058 St Francis Blvd
St Francis, MN 55070

P.O./Contract No.	P.O./Contract Date	Project Number
	11/07/11	

Qty. (Lot)	Description	Price	Amount
1	104413/416 Fire Protection	2,393.00	2,393.00T
1	112200 Wash Bay Curtain	961.00	961.00T
1	CO #2: Fire Protection	385.00	385.00T

Please Pay From This Invoice

Sales Tax (7.125%) $266.41

Total $4,005.41

TERMS: Net 30, No Retainage. 1-1/2% Per Month, or 18% APR Finance Charge Assessed on Past Due Invoices

Billing Questions? Please contact Kari (kari@csi-fargo.com or (701) 235-6605 ext. 26)

Construction Supply Inc.

2410 5th Ave N
Fargo, ND 58102
Phone # 701-235-6605
Fax # 701-235-9632
www.csi-fargo.com

INVOICE

Date 7/10/2012 Invoice No. 112576

Project Name: Police & Public Works Facility

Project Location: St. Francis, MN

Bill To

Amcon Construction
1715 Yankee Doodle Road, Suite 200
Eagan, MN 55121-1616

Phone: 651-379-9090 | Fax: 651-379-9091

E-mail | custserv@amconconstruction.com

Ship To

Police and Public Works Facility
Attn: Bob Landsberger
4058 St Francis Blvd
St Francis, MN 55070

P.O./Contract No.	P.O./Contract Date	Project Number
	11/07/11	

Qty. (Lot)	Description	Price	Amount
1	102800 Toilet Accessories	4,926.00	4,926.00T
1	CO#1: Delete Paper Towel Disp	-21.00	-21.00T
1	CO #2: Toilet Accessories	742.00	742.00T
1	CO #3: Toilet Accessories	95.00	95.00T

Please Pay From This Invoice

Sales Tax (7.125%) $409.12

Total **$6,151.12**

TERMS: Net 30, No Retainage. 1-1/2% Per Month, or 18% APR Finance Charge Assessed on Past Due Invoices

Billing Questions? Please contact Kari (kari@csi-fargo.com or (701) 235-6605 ext. 26)

INVOICE

Invoice No.	Date
002992	7/16/2012

TIFFIN METAL PRODUCTS
450 Wall Street
Tiffin, Ohio 44883
Phone: (800) 537-0983
Fax: (419) 447-8512
www.tiffinmetal.com

Remit to: Tiffin Metal Products
450 Wall Street
Tiffin, OH 44883

C22E

SOLD TO: CITY OF ST FRANCIS
23340 CREE STREET
ST FRANCIS, MN 55070
011711

SHIP TO: ST FRANCIS POLICE/PUBLIC WORKS
4058 ST FRANCIS BLVD NW
ST FRANCIS, MN 55070

ATTN: HOWARD PEDERSON 952-200-47

ATTN: ACCTS PAYABLE

Sales Order	Order Date	Customer PO #	Sales Rep	Terms
0002759-0001	3/7/2012	3-7-12 LOI	ANDREW BEEBE	NET30

Ship Date	Shipped Via	Tracking No.
7/9/2012	Truck	

Item	T	Part Number	Description	Quantity Order	Quantity B/O	Quantity Ship	Unit Price	Amount
011	S	IKT240000RLAA	INFINITY RAIL SYSTEM KIT SILVER TEXTURE	27		27		
			FREIGHT CHARGES					1,249.00

TMP: Standard Payment Terms All invoices not paid within 30 days are subject to a service charge of 1 1/2% per month. No merchandise is to be returned without our written consent. Sales tax will be charged unless an exemption is on file. All orders are accepted in the State of Ohio under the terms and conditions of Tiffin Metal Products Co. which are a material part of this order and a copy of which is available upon request and which can be accepted in writing or by performance.

E TAX

TOTAL: $ 13,561.00
(678)

less 5% Ret

Miles D. Britt 7-30-12
Power Engineers Inc.

CM: Adam Winkley 7/25/12

Total due $ 12,883

INVOICE

Invoice No.	Date
002992	7/16/2012

450 Wall Street
Tiffin, Ohio 44883
Phone: (800) 537-0983
Fax: (419) 447-8512
www.tiffinmetal.com

Remit to: Tiffin Metal Products
450 Wall Street
Tiffin, OH 44883

SOLD TO: CITY OF ST FRANCIS
23340 CREE STREET
011711 ST FRANCIS, MN 55070

SHIP TO: ST FRANCIS POLICE/PUBLIC WORKS
4058 ST FRANCIS BLVD NW
ST FRANCIS, MN 55070

ATTN: HOWARD PEDERSON 952-200-47

ATTN: ACCTS PAYABLE

Sales Order	Order Date	Customer PO #	Sales Rep	Terms
0002759-0001	3/7/2012	3-7-12 LOI	ANDREW BEEBE	NET30

Ship Date	Shipped Via	Tracking No.
7/9/2012	Truck	

Item	T	Part Number	Description	Quantity Order	Quantity B/O	Quantity Ship	Unit Price	Amount
			FREIGTH CARRIER TO CONTACT HOWARD PETERSON FOR DELIVERY @ 952-200-4769					
			4/12/12 REVISION: IKT240000RLAA ADDED PER ENG. AK					
001	S	ILK24247801HNAB	INFINITY LKR 24W X 24D X 78H HASP LOCK 1-DOOR BUILT-IN 6" SLOPE TOP **REF SD 12-026**	27		27	456.00	12,312.00
			REGALIA BLUE TEXTURE - DOOR SILVER TEXTURE - ALL ELSE					
002	S	IKT000000STAA	IKT STENO HOLDER SILVER TEXTURE	27		27		
003	S	IKT080010MRAA	MIRROR KIT 8W10H	27		27		
004	S	IKT000000LCAA	ILK LOCKABLE COMPARTMENT ASSY SILVER TEXTURE	27		27		
005	S	IKT242400HBAA	INFINITY SHELF AND HANG BAR	27		27		

TMP: Standard Payment Terms All invoices not paid within 30 days are subject to a service charge of 1 1/2% per month. No merchandise is to be returned without our written consent. Sales tax will be charged unless an exemption is on file. All orders are accepted in the State of Ohio under the terms and conditions of Tiffin Metal Products Co. which are a material part of this order and a copy of which is available upon request and which can be accepted in writing or by performance.

E TAX

INVOICE

Invoice No.	Date
002992	7/16/2012

450 Wall Street
Tiffin, Ohio 44883
Phone: (800) 537-0983
Fax: (419) 447-8512
www.tiffinmetal.com

Remit to: Tiffin Metal Products
450 Wall Street
Tiffin, OH 44883

SOLD TO: CITY OF ST FRANCIS
23340 CREE STREET
011711 ST FRANCIS, MN 55070

SHIP TO: ST FRANCIS POLICE/PUBLIC WORKS
4058 ST FRANCIS BLVD NW
ST FRANCIS, MN 55070

ATTN: HOWARD PEDERSON 952-200-47

ATTN: ACCTS PAYABLE

Sales Order	Order Date	Customer PO #	Sales Rep	Terms
0002759-0001	3/7/2012	3-7-12 LOI	ANDREW BEEBE	NET30

Ship Date	Shipped Via	Tracking No.
7/9/2012	Truck	

Item	T	Part Number	Description	Quantity Order	Quantity B/O	Quantity Ship	Unit Price	Amount
			SILVER TEXTURE					
006	S	IKT242400TSAA	INF TOP SHELF KIT 24" SILVER TEXTURE	27		27		
007	S	IKT000000BTAA	IKT BOOT TRAY SILVER TEXTURE	27		27		
008	S	ALB242404AA	AIRFLOW BASE 24W X 24D X 04H SILVER TEXTURE	27		27		
009	S	PAINT LOCKERS	PAINTING OF LOCKERS REGALIA BLUE TEXTURE DOORS SILVER TEXTURE - ALL OTHER LOCKER, COMPONENT PARTS, AND BASE	1		1		
010	S	ACL0028W	SECURITY LKR ASSEMBLY: AF/WEAPONS/FRIDGE ACL0028W COLOR: REGALIA BLUE TEXTURE: DOORS SILVER TEXUTE: ALL ELSE NUMBERING: 1-27 MASTER KEY CODE: N/A INSTALLATION: SAME AS SHIP TO	1		1		

TMP: Standard Payment Terms All invoices not paid within 30 days are subject to a service charge of 1 1/2% per month. No merchandise is to be returned without our written consent. Sales tax will be charged unless an exemption is on file. All orders are accepted in the State of Ohio under the terms and conditions of Tiffin Metal Products Co. which are a material part of this order and a copy of which is available upon request and which can be accepted in writing or by performance.

E TAX

C-23

REQUEST FOR PAYMENT

From: Greystone Construction Company
500 S. Marschall Road, Suite 300
Shakopee, MN 55379

To: Amcon
1715 Yankee Doodle Road
Eagan, MN 55121-1616

Invoice: 23369
Draw: BG11-4570-00003
Invoice date: 7/25/2012
Period ending date: 7/25/2012

Contract For: General Construction

Request for payment:

Original contract amount	$114,950.00	
Approved changes	$11,312.40	
Revised contract amount		$126,262.40
Contract completed to date		$126,262.40
Add-ons to date	$0.00	
Taxes to date	$0.00	
Less retainage	$6,313.12	
Total completed less retainage		$119,949.28
Less previous requests	$108,207.28	
Current request for payment		$11,742.00
Current billing		$12,360.00
Current additional charges	$0.00	
Current tax	$0.00	
Less current retainage	$618.00	
Current amount due		$11,742.00
Remaining contract to bill	$6,313.12	

Project: 4570
City of St. Francis C-23Fabric

Contract date: 12/7/2011

Architect:

Scope: ARCHITECTS APPROVAL
Certified Amount .....$ 11,742.00
By Mike D. Buff 7-30-12
Adam Winberg 7/25/12

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	11,312.40	
Total approved this Month		
TOTALS	11,312.40	
NET CHANGES by Change Order	11,312.40	

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Amcon relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: Greystone Construction Company

By: KWOB

Date: 7/25/12

State Of Minnesota

County Of Scott

Subscribed and sworn to before me this 25th day of July, 2012

Notary Public

My commission expires:

KAREN M. BAUMANN
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2015

REQUEST FOR PAYMENT DETAIL

Project: 4570 / City of St. Francis C-23Fabric Invoice: 23369 Draw: BG11-4570-00003 Period Ending Date: 7/25/2012

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
01	Design & Engineering	4,060.00	4,060.00			4,060.00	100.00		203.00
02	General Conditions	6,180.00	4,950.00	1,230.00		6,180.00	100.00		309.00
03	Concrete	21,350.00	21,350.00			21,350.00	100.00		1,067.50
04	Precast Panels	28,280.00	28,280.00			28,280.00	100.00		1,414.00
05	Fabric Buildings - Material	43,950.00	43,950.00			43,950.00	100.00		2,197.50
06	Fabric Buildings - Erect	11,130.00		11,130.00		11,130.00	100.00		556.50
CO1	Change Order 1	11,312.40	11,312.40			11,312.40	100.00		565.62
	Totals	126,262.40	113,902.40	12,360.00		126,262.40	100.00		6,313.12

AIA® Document G702™ – 1992

C-24

Application and Certificate for Payment

TO OWNER: AMCON CONSTRUCTION MGMT EAGAN
1715 YANKEE DOODLE ROAD
SUITE 200
EAGAN MN 55121-1616

PROJECT: ST FRANCIS PUBLIC WORKS
ST FRANCIS, MN

APPLICATION NO: 7
PERIOD TO: 07/25/12
CONTRACT FOR: HVAC FOR NEW FACILITY
CONTRACT DATE: 11/28/11
PROJECT NOS: / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR: SCR, INC. - ST. CLOUD
604 LINCOLN AVE NE
ST CLOUD, MN 56304

VIA ARCHITECT: AMCON CONSTRUCTION MGMT EAGAN
1715 YANKEE DOODLE ROAD
SUITE 200
EAGAN MN 55121-1616

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... $ 1,084,200.00
2. NET CHANGE BY CHANGE ORDERS ..... $ 25,245.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)* ..... $ 1,109,445.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)* ..... $ 1,024,845.00
5. RETAINAGE:
   a. 5.00% of Completed Work *(Columns D + E on G703)* $ 51,242.25
   b. 5.00% of Stored Material *(Column F on G703)* $ .00

   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)* ..... $ 51,242.25
6. TOTAL EARNED LESS RETAINAGE ..... $ 973,602.75 3
   (Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... $ 742,657.75 5
   (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... $ 230,945.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 minus Line 6) $ 135,842.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 24,705.00	$ 960.00
Total approved this month	$ 1,500.00	$ .00
TOTAL	$ 26,205.00	$ 960.00
NET CHANGES by Change Order	$ 25,245.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: Vicky Wieloy Date: 7/26/12
State of: Minnesota
County of: Benton
Subscribed and sworn to before me this 26th day of July, 2012
Notary Public: Tonya M. Lardy
My commission expires: 1/31/15

TONYA M. LARDY
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 230,945.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: Mike D. Brift Date: 7-30-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Adam Winberg 7/25/12

010711ACD44

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7
APPLICATION DATE: 07/20/12
PERIOD TO: 07/25/12
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
~~100~~	~~MATERIAL/EQUIPMENT~~	~~206,000~~	~~206,000~~	~~0~~	~~0~~	~~206,000~~	~~100~~	~~0~~	~~10,300~~
200	LABOR	122,000	85,400	24,400	0	109,800	90	12,200	5,490
300	SUBCONTRACTOR	724,000	434,400	217,200	0	651,600	90	72,400	32,580
400	PERMIT	8,000	8,000	0	0	8,000	100	0	400
500	MISCELLANEOUS	24,200	24,200	0	0	24,200	100	0	1,210
600	C/O #1 - PR 006	8,190	8,190	0	0	8,190	100	0	410
700	C/O #2 - PR 010	960-	960-	0	0	960-	100	0	48-
800	C/O #3 - PR REVISE GAS PIPING	2,175	2,175	0	0	2,175	100	0	109
900	C/O #4 - MODIFY MUA'S	1,520	1,520	0	0	1,520	100	0	76
1000	C/O #5 - EWC CHANGES	590	590	0	0	590	100	0	30
1100	C/O #6 - PR 013	4,540	4,540	0	0	4,540	100	0	227
1300	C/O #8 - RFI 042	660	0	660	0	660	100	0	33
1400	C/O #9 - RFI 043	840	0	840	0	840	100	0	42
1200	C/O #7 - PR 24	7,690	7,690	0	0	7,690	100	0	385
	GRAND TOTAL	1,109,445	781,745	243,100	0	1,024,845	92	84,600	51,242

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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101210ACD44

APPLICATION FOR PAYMENT

Construction Manager Version

CAP702 C-27

To:
Amcon
1715 Yankee Doodle Road
Suite 200
Eagan, MN 55121

From Contractor:
Electrical Solutions Inc
702 9th Avenue South
Sauk Rapids, MN 56379

PROJECT:
ELE111-09625
City of St Francis-Police & Public
23340 Cree Street
St Francis, MN 55070

VIA ARCHITECT:
Professional Design Group
105 East 4th Street
P.O. Box 641
Northfield, MN 55057-2047

CONTRACT FOR: Electrical Work

Via Construction Manager: Todd Christopherson

Application No.:	Application Date:	Period To:	Contract Date:
6	JUL 19,2012	JUL 31,2012	NOV 7,2011

Project Nos:

Distribution List: ☐ Owner ☐ Architect ☐ Contractor ☐ Construction Mgr ☐ Field ☐ Other

Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount: $ 693,100.00
2. Net of Change Orders: $ ~~15,638.00~~ 15008
3. Net Amount of Contract: $ ~~708,738.00~~ 708,108
4. Total Completed & Stored to Date: $ 512,006.00
5. Retainage Summary:
   a. 5.00 % of Completed Work $ 25,600.~~30~~
   b. 5.00 % of Stored Material $ 0.00
   Total Retainage: $ 25,600.~~30~~
6. Total Completed Less Retainage: $ 486,40~~5.70~~6
7. Less Previous Applications: $ 228,95~~5.70~~6
8. Current Payment Due, This Application: $ 257,450.00 X
9. Contract Balance (Including Retainage): $ 222,332.30

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	22,703.00	-7,065.00
Total approved this Month:	0.00	0.00
Sub Totals:	22,703.00	-7,065.00
NET of Change Orders:	15,638.00	

CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature) [signature]
Electrical Solutions Inc

Date: JUL 19,2012

State Authorized: Minnesota
County of: Benton

Subscribed and sworn to before me this 23rd day of July
Notary Public: [signature]
My Commission expires: 01-15

Barbara Jean Petron
NOTARY PUBLIC
STATE OF MINNESOTA
My Commission Expires 1-31-2015

CONSTRUCTION MANAGER'S & ARCHITECT'S CERTIFICATION:

The Construction Manager's & Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Construction Manager & Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED: $257,450.00

[signature] Date: 7/25/12
Construction Manager (Signature)

[signature] Date: 7-30-12
Architect (Signature)

Software by: PEM Software Systems, Inc. 1-800-803-1315 Copyright 2007 ©

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

From:
Electrical Solutions Inc
702 9th Avenue South
Sauk Rapids, MN 56379

To:
Amcon
1715 Yankee Doodle Road
Suite 200
Eagan, MN 55121

Project:
ELE111-09625
City of St Francis-Police & Public
23340 Cree Street
St Francis, MN 55070

Application No: 6
Application Date: 7/19/2012
Period To: 7/31/2012
Contract Date: 11/07/2011
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed From Previous Application (D + E)	E Work Completed This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
1	Mobilization/Bonding	34,600.00	34,600.00	0.00	0.00	34,600.00	100	0.00	1,730.00
2	Generator	260,000.00	52,000.00	208,000.00	0.00	260,000.00	100	0.00	13,000.00
3	Material	173,500.00	75,725.00	23,000.00	0.00	98,725.00	57	74,775.00	4,936.25
4	Labor	225,000.00	75,250.00	40,000.00	0.00	115,250.00	51	109,750.00	5,762.50
5	C27-01 Modify Electrical PR002	1,004.00	502.00	0.00	0.00	502.00	50	502.00	25.10
6	C27-02 Deduct PVS & Conductors	2,543.00-	2,543.00-	0.00	0.00	2,543.00-	100	0.00	127.15-
7	C27-04 Monument Sign	1,978.00-	1,978.00-	0.00	0.00	1,978.00-	100	0.00	98.90-
8	C27-03 overhead door	203.00-	203.00-	0.00	0.00	203.00-	100	0.00	10.15-
9	C27-05 Upgrade Generator Feed	13,876.00	6,938.00	0.00	0.00	6,938.00	50	6,938.00	346.90
10	C27-06 Garage Ballasts	413.00-	413.00-	0.00	0.00	413.00-	100	0.00	20.65-
11	C27-08 Ballast Garage/Office	998.00	998.00	0.00	0.00	998.00	100	0.00	49.90
12	C27-07 Relocate Cord Reals	260.00	130.00	0.00	0.00	130.00	50	130.00	6.50
13	C27-09 Remove (4) Luminaires Add (4) A2, Ceiling Occ Sensor Relocate (2) add (4) Recept	1,808.00	0.00	0.00	0.00	0.00	0	1,808.00	0.00
14	C27-10 (4) Conduit Crossings	1,928.00	0.00	0.00	0.00	0.00	0	1,928.00	0.00
15	C27-11 Pending Paperwork	2,706.00	0.00	0.00	0.00	0.00	0	2,706.00	0.00
16	C27-12 Pending Paperwork	123.00	0.00	0.00	0.00	0.00	0	123.00	0.00
17	C-27-13 Deduct C27-10	1,928.00-	0.00	0.00	0.00	0.00	0	1,928.00-	0.00
		708,738.00	241,006.00	271,000.00	0.00	512,006.00	72	196,732.00	25,600.30

Software by: PEM Software Systems, Inc. 1-800-803-1315 Copyright 2007 ©

Electrical Solutions Inc
702 9th Avenue South
Sauk Rapids MN 56379
Office: (320) 258-5204
Fax: (320) 230-2790

ESI
Electrical Solutions INC.
A Full Service Contractor

Invoice

Date	Invoice #
7/23/2012	8034

Bill To	Site
Amcon Construction 1715 Yankee Doodle Road Suite 200 Eagan, MN 55121-1616	City of St Francis Public Work 23340 Cree Street St Francis, MN 55070

P.O. Number	Terms	Contract No.
	Due on receipt	

Quantity	Description	U/M	Price Each	Amount
	Progress Bill #6 Per Written Contract LABOR AND MATERIALS			271,000.00

Thank you for your business!

Total $271,000.00

City of
St. Francis

23340 Cree Street NW 763-753-2630

APPLICATION-SPECIAL LICENSE
3.2 BEVERAGES

Date of Application: 7-31-12

NAME OF ORGANIZATION: St. Francis Lions Club

PERSON RESPONSIBLE: Phil Baumann

ADDRESS: _____ PHONE: _____

DATE OF EVENT: September 15, 2012

TYPE OF EVENT: Oktoberfest 5K

LOCATION OF EVENT: Community Park.

NAME OF INSURANCE COMPANY: Mn. Joint Underwriters

Liability $25,000/$50.000
Property Damage $5,000
*Copy of Insurance must be attached to application

SIGNATURE OF APPLICANT: Phil Baumann

****

FEE: $25.00

Receipt # _____
Council Approval: _____
License # _____
Council Stipulations: _____

St. Francis Lions Club

The St. Francis Lions club has put in the mail today a check for $125 toward Dram Shop Insurance for an afternoon event - 5K Run.

As discussed prior on the phone, an application to the City of St. Francis City Council for the permit is submitted via fax from the St, Francis City Hall. If there are questions or if I failed to do something, please call Phil Baumann at 763-753-2041 as I am the treasurer of the St. Francis Lions Club.

We appreciate any assistance you may have to offer.

Thanks in Advance

Phil Baumann

Phil Baumann

MINNESOTA JOINT UNDERWRITING ASSOCIATION
445 MINNESOTA ST SUITE 514
ST. PAUL MN 55101
1-800-552-0013 651-222-0484 FAX: 651-222-7824

APPLICATION FOR LIQUOR LIABILITY COVERAGE

Coverage will not be bound if the correct premium payment, written rejection or if quote exceeds 20% above plan rate, current license and required documentation of liquor receipts are not attached. Coverage cannot be bound prior to 12:01a.m. the day following receipt of the above by the administrator.

Legal Name of Applicant ST FRANCIS LIONS CLUB c/o Phil BAUMANN

Trade Name (DBA) _____

Mailing Address 2543 - 204th AVE NW, CEDAR, MN 55011

Phone 763-753-2041

___ Individual ___ Partnership ___ Corporation ___ Non-Profit ✓ Other _____

If Applicant is Individual:
Applicant Name _____ Spouse Name _____

If Applicant is a Partnership or Corporation:

Name of each Partner or Owner	Percentage of Ownership

Operating Location(s) – List all locations: City BALL PARK

Classification: Primary Nature of Business: _____

Check all applicable:
___ Restaurant ___Club ___Bar ___Special Event ____Bowling Alley

****

NOTE: OFF SALE FACILITIES MUST HAVE A SEPARATE ENTRANCE TO QUALIFY FOR AN OFF SALE RATE.

_____Off Sale Only ____On/Off Sales

Total receipts of entire establishment: $_____

Gross receipts from Liquor Sales included above: $_____

Gross receipts from **OFF SALE**: $_____ **ON SALE**: $_____

Seating Capacity: _____ Total _____ Bar Only

License in effect? _____Yes _____No

Licensing Authority: _____
Address: _____
City:_____ **State: MN** **Zip Code:**_____
Fax #: _____

License Number: _____ Effective Date: _____ Expiration Date: _____
Has license ever been revoked / suspended? ___ Yes ✓ No If Yes, list date and explanation:

_____
_____
_____

CAUTION:
Any misrepresentation made by the applicant can void coverage or result in cancellation. False or misleading answers to the following questions would constitute gross misrepresentation and **VOID COVERAGE.**

A "Loss" does not include "notice of claim." Unless, following receipt of notice, your insurer or you in the event you were self-insured made a payment in settlement of the claim or the insurer established a reserve for the loss.

A "Violation" includes any conviction on a charge brought against the applicant or any employee or agent of the applicant arising out of the illegal sale of liquor.

You must submit hard-copy of LOSS RUNS from previous carriers, if applicable, for three years preceding your request for coverage. In the event you were self-insured, please submit a listing of all claims made against your establishment during your period of self-insurance.
Loss history MUST be submitted for each of the three years.

Coverage Information:
Liquor Liability Coverage currently in effect? _____YES ___✓___ NO
Previous three years of insurance coverage prior to effective date of coverage desired:

Carrier	Address	Policy #	Policy Period	Losses	Violations
1.					
2.					
3.					

Has Liquor Liability Coverage ever been cancelled? _____ Yes ___✓___ No
If yes. Explain why: _____

Applicant agrees to permit contract administrator to audit applicant's books and records during normal working hours to extent deemed necessary to verify information relating to receipts from Liquor Sales and/or other matters concerning the coverage applied for.

Coverage is requested to take effect at 12:01 A.M. on 9-15-12

St. Francis Lions 8-2-12 763-753-2041
Signature of Applicant Date Telephone Number

Agency Name: _____
Agent Name: _____ Phone Number: _____
Street Address: _____
City, State, Zip: _____
Agent's Fax # : _____

Agency Federal I.D. # : _____ or Agent SSN: _____

City of St. Francis

PAYMENT BATCH AP 08-06-12

ADVANCED AUTOMOTIVE CARE, INC.					
03/02/2012	34103	E 101-42110-221	Vehicle Repair & Maintenance	08 DODGE CHARGE	42.64
03/22/2012	34264	E 101-42110-221	Vehicle Repair & Maintenance	09 DODGE CHARGE	42.64
03/23/2012	34276	E 101-42110-221	Vehicle Repair & Maintenance	10 DODGE CHARGE	56.79
04/06/2012	34406	E 101-42110-221	Vehicle Repair & Maintenance	11 CHEV TAHOW	58.26
04/13/2012	34453	E 101-42110-221	Vehicle Repair & Maintenance	09 DODGE CHARGE	817.38
05/02/2012	34575	E 101-42110-221	Vehicle Repair & Maintenance	10 DODGE CHARGE	102.61
05/11/2012	34650	E 101-42110-221	Vehicle Repair & Maintenance	10 DODGE CHARGE	73.20
05/23/2012	34756	E 101-42110-221	Vehicle Repair & Maintenance	09 DODGE CHARGE	226.72
06/12/2012	34922	E 101-43100-218	Equipment Repair & Maintenance	TIRE	77.10
06/12/2012	34922	E 101-45200-218	Equipment Repair & Maintenance	TIRE	77.09
06/15/2012	34221	E 101-42210-218	Equipment Repair & Maintenance	SWAP ATV TIRES	90.00
07/13/2012	34931	E 101-42110-221	Vehicle Repair & Maintenance	10 DODGE CHARGE	73.20
					$1,737.63
ALLEN, DANIEL					
07/30/2012	073012	E 101-42110-331	Travel Expenses	MILEAGE	47.73
					$47.73
AMERICHEM					
07/10/2012	896146	E 602-49451-216	Chemicals and Chem Products	SUPPLIES	1,670.09
					$1,670.09
AMERIPRIDE LINEN & APPAREL SER					
		E 101-41940-219	Rug Maintenance	Rugs-City Hall	52.09
07/18/2012	1002194141	E 609-49750-219	Rug Maintenance	Rugs-Liquor Store	49.07
					$101.16
ANOKA CONSERVATION DISTRICT					
07/31/2012	2012092	E 101-41910-318	Economic Development	WETLANDS ON PARK	90.00
					$90.00
ANOKA COUNTY CENTRAL COMM.					
07/13/2012	2012-309	E 101-42110-321	Telephone	JUNE 2012	156.12
					$156.12
ANOKA COUNTY HWY DEPT.					
		E 601-49440-229	Project Repair & Maintenance	APPLICATION FOR ROW	150.00
					$150.00
ASPEN MILLS					
07/19/2012	123279	E 101-42110-437	Uniform Allowance	GENNARO	159.00
07/19/2012	123280	E 101-42110-437	Uniform Allowance	SCHWIEGER	338.89
					$497.89
ASSURANT EMPLOYEE BENEFITS					

07/24/2012	5447229.0812	E 101-41400-130	Employer Paid Insurance	08/01/12 - 08/31/12	128.29
07/24/2012	5447229.0812	E 101-41500-130	Employer Paid Insurance	08/01/12 - 08/31/12	47.51
07/24/2012	5447229.0812	E 101-42110-130	Employer Paid Insurance	08/01/12 - 08/31/12	506.02
07/24/2012	5447229.0812	E 101-42400-130	Employer Paid Insurance	08/01/12 - 08/31/12	83.18
07/24/2012	5447229.0812	E 101-43100-130	Employer Paid Insurance	08/01/12 - 08/31/12	71.10
07/24/2012	5447229.0812	E 101-43210-130	Employer Paid Insurance	08/01/12 - 08/31/12	15.81
07/24/2012	5447229.0812	E 101-45200-130	Employer Paid Insurance	08/01/12 - 08/31/12	71.10
07/24/2012	5447229.0812	E 601-49440-130	Employer Paid Insurance	08/01/12 - 08/31/12	62.42
07/24/2012	5447229.0812	E 602-49490-130	Employer Paid Insurance	08/01/12 - 08/31/12	62.41
07/24/2012	5447229.0812	E 609-49750-130	Employer Paid Insurance	08/01/12 - 08/31/12	81.42
					$1,129.26

BANYON DATA SYSTEMS, INC

07/25/2012	148112	E 101-41540-301	Auditing and Acct g Services	WINFUND SUPPORT	404.49
07/25/2012	148112	E 601-49440-301	Auditing and Acct g Services	WINFUND SUPPORT	67.41
07/25/2012	148112	E 602-49490-301	Auditing and Acct g Services	WINFUND SUPPORT	67.41
07/25/2012	148112	E 609-49750-301	Auditing and Acct g Services	WINFUND SUPPORT	134.84
					$674.15

BELLBOY CORPORATION

07/03/2012	74205700	E 609-49751-206	Freight and Fuel Charges	CREDIT	(1.55)
07/03/2012	74205700	E 609-49751-251	Liquor For Resale	CREDIT	(86.90)
07/10/2012	74260800	E 609-49751-206	Freight and Fuel Charges	FREIGHT	20.15
07/10/2012	74260800	E 609-49751-251	Liquor For Resale	LIQUOR	1,128.30
07/17/2012	74338100	E 609-49751-206	Freight and Fuel Charges	FREIGHT	27.90
07/17/2012	74338100	E 609-49751-251	Liquor For Resale	LIQUOR	2,306.65
07/24/2012	74437200	E 609-49751-206	Freight and Fuel Charges	FREIGHT	27.90
07/24/2012	74437200	E 609-49751-251	Liquor For Resale	LIQUOR	1,503.00
07/24/2012	74437200	E 609-49751-253	Wine For Resale	WINE	192.00
					$5,117.45

BERNICK COMPANIES, THE

07/13/2012	189393	E 609-49751-252	Beer For Resale	BEER	96.00
07/13/2012	189393	E 609-49751-255	N/A Products	N/A	20.50
					$116.50

BIRCHWOOD CONSTRUCTION

07/27/2012	21898	E 101-45200-520	C-O-L Building & Structures	HAIL DAMAGE REPAIRS	7,046.00
					$7,046.00

BJORKLUND COMPANIES

07/19/2012	14854	E 101-45200-229	Project Repair & Maintenance	SOD	63.20
					$63.20

CEDAR CREEK SPRINKLERS

07/19/2012	937	E 101-45200-229	Project Repair & Maintenance	REPLACED 2 SPRINKLER HEAD:	95.00
					$95.00

CENTERPOINT ENERGY

06/15/2012	5939160-7.0712	E 101-43100-383	Gas Utilities	PUBLIC WORKS	18.01
06/15/2012	5939160-7.0712	E 101-45200-383	Gas Utilities	LIQUOR	18.02
06/15/2012	5944643-5.0712	E 101-41940-383	Gas Utilities	CITY HALL	12.85
06/15/2012	5944643-5.0712	E 609-49750-383	Gas Utilities	LIQUOR	4.79
06/15/2012	5945449-6.0712	E 101-42210-383	Gas Utilities	POLICE/FIRE	17.72

06/15/2012	5945449-6.0712	E 101-42210-383	Gas Utilities	POLICE/FIRE	41.36
06/15/2012	5963820-5.0712	E 101-45200-383	Gas Utilities	WARMING HOUSE	19.28
06/15/2012	6002544-2.0712	E 601-49440-383	Gas Utilities	PUBLIC WORKS	6.42
06/15/2012	6002544-2.0712	E 602-49490-383	Gas Utilities	PUBLIC WORKS	6.43
06/15/2012	6002548-3.0712	E 602-49490-383	Gas Utilities	WWTP	46.07
06/15/2012	6886468-5.0712	E 101-41940-383	Gas Utilities	CITY HALL	12.85
06/15/2012	6886472-7.0712	E 101-41940-383	Gas Utilities	CITY HALL	12.85
06/15/2012	6886475-0.0712	E 101-41940-383	Gas Utilities	CITY HALL	12.85
06/15/2012	7900331-5.0712	E 601-49440-383	Gas Utilities	WATER	46.07
06/15/2012	8964221-9.0712	E 602-49490-383	Gas Utilities	LIFT STATION	63.76
					$339.33
CHISAGO LAKES DISTRIBUTING CO.					
07/16/2012	477543	E 609-49751-252	Beer For Resale	BEER	371.80
07/30/2012	478596	E 609-49751-252	Beer For Resale	BEER	226.95
07/30/2012	478597	E 609-49751-254	Miscellaneous Merchandise	MISC	20.50
					$619.25
COCA COLA REFRESHMENTS					
07/23/2012	0198099221	E 609-49751-254	Miscellaneous Merchandise	MISC	287.44
					$287.44
COLONIAL INSURANCE					
07/25/2012	7129661-0805564	G 101-21710	Other Deductions	MONTHLY	226.96
					$226.96
CONNEXUS ENERGY					
07/20/2012	298392.0712	E 101-41940-381	Electric Utilities	CITY HALL	547.14
07/20/2012	298393.0712	E 602-49451-381	Electric Utilities	LIFT STATION	6,168.98
07/20/2012	298394.0712	E 101-45200-381	Electric Utilities	PARK	750.08
07/20/2012	298395.0712	E 601-49440-380	Electric-System	WATER	5,129.38
07/20/2012	298396.0712	E 101-43100-386	Street Lighting	STREET LIGHTS	3,575.36
07/20/2012	301895.0712	E 101-41940-381	Electric Utilities	SIGN	0.00
07/20/2012	301895.0712	E 101-41940-381	Electric Utilities	SIGN	89.39
07/20/2012	302965.0712	E 101-42110-381	Electric Utilities	AMBASSADOR SIREN	5.34
07/20/2012	302965.0712	E 101-42110-381	Electric Utilities	WOODBINE SIREN	5.34
07/20/2012	302965.0712	E 101-42110-381	Electric Utilities	POLICE/FIRE	313.70
07/20/2012	302965.0712	E 101-42210-381	Electric Utilities	POLICE/FRIE	731.96
07/20/2012	302965.0712	E 101-43100-381	Electric Utilities	BRIDGE STREET	14.08
07/20/2012	302965.0712	E 101-45200-381	Electric Utilities	BRIDGE STREET	14.09
07/20/2012	302965.0712	E 609-49750-381	Electric Utilities	LIQUOR	1,591.95
					$18,936.79
CONSTRUCTION & GENERAL					
07/26/2012	072612	G 101-21707	Union Dues	AUGUST MAINT DUES	152.00
					$152.00
CRYSTAL SPRINGS ICE					
07/06/2012	27217	E 609-49751-254	Miscellaneous Merchandise	MISC	45.60
07/07/2012	27238	E 609-49751-254	Miscellaneous Merchandise	MISC	189.20
07/10/2012	27259	E 609-49751-254	Miscellaneous Merchandise	MISC	102.40
07/14/2012	27275	E 609-49751-254	Miscellaneous Merchandise	MISC	153.60
07/17/2012	27310	E 609-49751-254	Miscellaneous Merchandise	MISC	137.90

07/21/2012	59412	E 609-49751-254	Miscellaneous Merchandise	MISC	135.20
07/24/2012	59438	E 609-49751-254	Miscellaneous Merchandise	MISC	121.60
07/28/2012	27450	E 609-49751-254	Miscellaneous Merchandise	MISC	125.60
07/31/2012	520137C	E 609-49751-254	Miscellaneous Merchandise		(87.00)
					$924.10

DAHLHEIMER DIST. CO. INC.

07/11/2012	1030134	E 609-49751-252	Beer For Resale	BEER	6,522.61
07/11/2012	1030134	E 609-49751-254	Miscellaneous Merchandise	MISC	136.00
07/11/2012	1030134	E 609-49751-255	N/A Products	N/A	31.00
07/18/2012	1030172	E 609-49751-252	Beer For Resale	BEER	12,288.73
07/18/2012	1030172	E 609-49751-254	Miscellaneous Merchandise	MISC	42.00
07/18/2012	1030172	E 609-49751-255	N/A Products	N/A	15.50
07/18/2012	1030173	E 609-49751-251	Liquor For Resale	LIQUOR	87.00
07/20/2012	60609	E 609-49751-254	Miscellaneous Merchandise	MISC	370.00
07/26/2012	1033416	E 609-49751-252	Beer For Resale	BEER	11,827.70
07/26/2012	1033416	E 609-49751-254	Miscellaneous Merchandise	MISC	178.00
					$31,498.54

DAY DISTRIBUTING CO.

07/06/2012	658605	E 609-49751-252	Beer For Resale	BEER	3,232.30
07/06/2012	658605	E 609-49751-255	N/A Products	N/A	22.40
07/20/2012	660340	E 609-49751-252	Beer For Resale	BEER	2,793.15
07/20/2012	660340	E 609-49751-255	N/A Products	N/A	22.40
07/26/2012	661008	E 609-49751-252	Beer For Resale	BEER	240.00
					$6,310.25

DELTA DENTAL

07/15/2012	4900400	G 101-21710	Other Deductions	08/01/12 - 08/31/12 INSURANCE	283.50
					$283.50

EAGLE GARAGE DOOR CO.

07/12/2012	3326	E 101-43100-401	Repairs/Maint Buildings	PARTS & LABOR	144.93
07/12/2012	3326	E 101-45200-401	Repairs/Maint Buildings	PARTS & LABOR	144.94
07/12/2012	3326	E 601-49440-401	Repairs/Maint Buildings	PARTS & LABOR	144.94
07/12/2012	3326	E 602-49490-401	Repairs/Maint Buildings	PARTS & LABOR	144.94
					$579.75

ECM PUBLISHERS, INC.

07/13/2012	IQ01801453	E 101-41410-351	Legal Notices Publishing	LEGAL-ELECTIONS	71.75
07/27/2012	IQ01802152	E 101-41400-351	Legal Notices Publishing	LEGAL-CIP HEARING	82.00
07/27/2012	IQ01802153	E 250-49200-441	Miscellaneous	LEGAL TIF DISCLOSURE	71.75
					$225.50

ELITE SANITATION

07/25/2012	20706	E 101-45200-402	Janitorial Service	PORTABLE TOILET	460.19
					$460.19

EMERGENCY APARATUS MAINTENENC

07/12/2012	62915	E 101-42110-221	Vehicle Repair & Maintenance	ENGINE 1 FIX OIL LEAKS	155.25
					$155.25

FERGUSON WATERWORKS

07/10/2012	S01376420.001	E 601-49440-259	Water Meters	METERS	2,268.79

					$2,268.79
GERDIN AUTO SERVICE, INC.					
07/20/2012	62983	E 208-42110-436	Towing Charges	POLICE TOW	105.81
					$105.81
GRAINGER, INC.					
07/17/2012	9878576165	E 601-49440-217	Other Operating Supplies	AC CLAMP METER	94.99
07/17/2012	9878576165	E 602-49490-217	Other Operating Supplies	AC CLAMP METER	94.99
					$189.98
GRAND IRRIGATION, INC.					
07/17/2012	59812	E 602-49490-228	Equipment Maintenance	IRRIGATION REPAIR-INS	17,509.12
					$17,509.12
GRANITE CITY JOBBING CO.					
07/10/2012	728602	E 609-49750-210	Operating Supplies	OPERATING	84.73
07/10/2012	728602	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
07/10/2012	728602	E 609-49751-254	Miscellaneous Merchandise	MISC	43.92
07/10/2012	728602	E 609-49751-256	Tobacco Products For Resale	TOBACCO	245.71
07/10/2012	728602	G 101-20810	Sales Tax Payable	USE TAX	(1.32)
07/17/2012	729419	E 609-49750-210	Operating Supplies	OPERATING	25.55
07/17/2012	729419	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
07/17/2012	729419	E 609-49751-254	Miscellaneous Merchandise	MISC	74.40
07/17/2012	729419	E 609-49751-256	Tobacco Products For Resale	TOBACCO	1,470.92
07/24/2012	730184	E 609-49750-210	Operating Supplies	OPERATING	58.44
07/24/2012	730184	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
07/24/2012	730184	E 609-49751-256	Tobacco Products For Resale	TOBACCO	505.62
07/24/2012	730184	G 101-20810	Sales Tax Payable	USE TAX	(0.88)
					$2,519.84
HACH COMPANY					
07/10/2012	7839102	E 601-49440-233	Water Treatment Plant Maint	CHLORINE	360.43
					$360.43
HARAPAT, JEFFREY					
		E 101-42110-331	Travel Expenses	REIMBURSE MEALS	50.81
					$50.81
HAWKINS, INC.					
07/09/2012	3361261	E 601-49440-216	Chemicals and Chem Products	CHLORINE	4,791.91
07/13/2012	3362955	E 601-49440-216	Chemicals and Chem Products	CHLORINE	(284.89)
					$4,507.02
HEWLETT-PACKARD COMPANY					
07/11/2012	1323235	E 101-42210-200	Office Supplies	FIRE DEPT COMPUTER	667.31
					$667.31
HYLEN, MATT					
07/12/2012	071912	E 101-41400-331	Travel Expenses	MILEAGE	64.66
					$64.66
INNOVATIVE OFFICE SOLUTIONS, L					
	79033	E 101-42110-200	Office Supplies	SUPPLIES	129.86
07/11/2012	IN0077345	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	2.81
07/11/2012	IN0077345	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	0.93

07/11/2012	IN0077345	E 101-42210-200	Office Supplies	OFFICE SUPPLIES	0.93
07/11/2012	IN0077345	E 101-43100-200	Office Supplies	OFFICE SUPPLIES	0.93
07/11/2012	IN0077345	E 101-45200-200	Office Supplies	OFFICE SUPPLIES	0.93
07/11/2012	IN0077345	E 601-49440-200	Office Supplies	OFFICE SUPPLIES	0.93
07/11/2012	IN0077345	E 602-49490-200	Office Supplies	OFFICE SUPPLIES	0.93
07/11/2012	IN0077345	E 609-49750-200	Office Supplies	OFFICE SUPPLIES	0.98
07/19/2012	82243	E 101-42210-200	Office Supplies	PAPER	41.38
					$180.61

JJ TAYLOR DISTRIBUTING

07/19/2012	1820538	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
07/19/2012	1820538	E 609-49751-252	Beer For Resale	BEER	318.40
					$321.40

JOES LLC

05/29/2012	073012	E 602-49490-228	Equipment Maintenance	IRRIGATION PUMP REPAIR	1,684.31
					$1,684.31

JOHNSON BROS WHLSE LIQUOR

07/11/2012	1341406	E 609-49751-206	Freight and Fuel Charges	FREIGHT	5.88
07/11/2012	1341406	E 609-49751-251	Liquor For Resale	LIQUOR	452.30
07/11/2012	1341407	E 609-49751-206	Freight and Fuel Charges	FREIGHT	22.05
07/11/2012	1341407	E 609-49751-253	Wine For Resale	WINE	705.65
07/12/2012	540833	E 609-49751-206	Freight and Fuel Charges	CREDIT	(2.94)
07/12/2012	540833	E 609-49751-253	Wine For Resale	CREDIT	(81.75)
07/18/2012	1346890	E 609-49751-206	Freight and Fuel Charges	FREIGHT	22.05
07/18/2012	1346890	E 609-49751-251	Liquor For Resale	LIQUOR	1,361.37
07/18/2012	1346891	E 609-49751-206	Freight and Fuel Charges	FREIGHT	38.22
07/18/2012	1346891	E 609-49751-253	Wine For Resale	WINE	1,191.45
07/25/2012	1352031	E 609-49751-206	Freight and Fuel Charges	FREIGHT	94.08
07/25/2012	1352031	E 609-49751-251	Liquor For Resale	LIQUOR	4,695.16
07/25/2012	1352032	E 609-49751-206	Freight and Fuel Charges	FREIGHT	69.09
07/25/2012	1352032	E 609-49751-253	Wine For Resale	WINE	3,139.40
07/25/2012	1352033	E 609-49751-253	Wine For Resale	WINE	209.90
					$11,921.91

KATH FUEL OIL SERVICE CO.

07/18/2012	377982	E 601-49440-212	Motor Fuels	DIESEL FOR GENERATORS	1,191.51
07/18/2012	377982	E 602-49490-212	Motor Fuels	DIESEL FOR GENERATORS	1,191.52
					$2,383.03

KIMS KLEANING

07/30/2012	2113	E 101-42110-402	Janitorial Service	POLICE	577.16
07/30/2012	2114	E 601-49440-233	Water Treatment Plant Maint	WATER TREATMENT	200.00
07/30/2012	2115	E 101-43100-402	Janitorial Service	PUBLIC WORKS	213.76
07/30/2012	2116	E 101-45000-402	Janitorial Service	COMMUNITY CENTER	85.51
07/30/2012	2117	E 101-42210-402	Janitorial Service	FIRE DEPARTMENT	171.01
07/30/2012	2118	E 101-41940-402	Janitorial Service	CITY HALL	320.64
					$1,568.08

LAW ENFORCEMENT LABOR SVCS.

07/26/2012	072612	G 101-21707	Union Dues	POLICE DUES - AUGUST 2012	346.31
					$346.31

MCDONALD DIST CO.					
07/05/2012	305557	E 609-49751-254	Miscellaneous Merchandise	MISC	68.00
07/05/2012	305558	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
07/05/2012	305558	E 609-49751-252	Beer For Resale	BEER	4,399.80
07/05/2012	305558	E 609-49751-255	N/A Products	N/A	61.75
07/11/2012	306055	E 609-49751-252	Beer For Resale	BEER	228.72
07/12/2012	306120	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
07/12/2012	306120	E 609-49751-252	Beer For Resale	BEER	8,380.25
07/12/2012	306120	E 609-49751-255	N/A Products	N/A	126.35
07/12/2012	306121	E 609-49751-254	Miscellaneous Merchandise	MISC	68.00
07/13/2012	N/A	E 609-49751-252	Beer For Resale	BEER	188.00
07/19/2012	306740	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
07/19/2012	306740	E 609-49751-252	Beer For Resale	BEER	12,619.80
07/19/2012	306740	E 609-49751-255	N/A Products	N/A	16.75
07/20/2012	306920	E 609-49751-252	Beer For Resale	BEER	509.55
07/26/2012	307349	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
07/26/2012	307349	E 609-49751-252	Beer For Resale	BEER	9,662.65
07/26/2012	307349	E 609-49751-255	N/A Products	N/A	61.75
					$36,403.37
MIDCONTINENT COMMUNICATIONS					
07/26/2012		E 101-41940-321	Telephone	City Hall	69.95
07/26/2012		E 601-49440-321	Telephone	Public Works	34.97
07/26/2012		E 601-49440-321	Telephone	Water Plant	69.95
07/26/2012		E 601-49440-321	Telephone	Well House	69.95
07/26/2012		E 602-49490-321	Telephone	Public Works	34.98
07/26/2012		E 609-49750-321	Telephone	Liquor Store	69.95
					$349.75
MN MUNICIPAL BEVERAGE ASSN.					
07/30/2012	073012	E 609-49750-433	Dues and Subscriptions	DUES	1,440.00
					$1,440.00
MN NCPERS LIFE INSURANCE					
07/23/2012	7334812.0812	G 101-21710	Other Deductions	08/2012	48.00
					$48.00
NORTHERN AIR CORPORATION					
07/27/2012	83543	E 101-41940-401	Repairs/Maint Buildings	PREVENTATIVE MAINTENANCE	335.60
07/27/2012	83543	E 101-42110-401	Repairs/Maint Buildings	PREVENTATIVE MAINTENANCE	83.90
07/27/2012	83543	E 101-42210-401	Repairs/Maint Buildings	PREVENTATIVE MAINTENANCE	83.90
07/27/2012	83543	E 101-45200-401	Repairs/Maint Buildings	PREVENTATIVE MAINTENANCE	83.90
07/27/2012	83543	E 601-49440-401	Repairs/Maint Buildings	PREVENTATIVE MAINTENANCE	83.90
07/27/2012	83543	E 609-49750-401	Repairs/Maint Buildings	PREVENTATIVE MAINTENANCE	167.80
					$839.00
NORTHWEST ASSOC. CONSULTANTS					
07/03/2012	20348	E 101-41910-311	Contract	JUNE 2012 TECH ASSISTANCE -	200.00
					$200.00
OPUS 21					
07/19/2012	120635	E 601-49440-382	Utility Billing	JUNE 2012	1,429.97
07/19/2012	120635	E 602-49490-382	Utility Billing	JUNE 2012	1,429.96

					$2,859.93
OREILLY AUTO PARTS					
06/09/2012	1539-150798	E 101-42210-221	Vehicle Repair & Maintenance	WHEEL CLEANER	10.69
					$10.69
PACE ANALYTICAL SERVICES					
05/11/2012	121195698	E 602-49490-313	Sample Testing	TESTS	45.00
07/10/2012	121221333	E 602-49490-313	Sample Testing	TESTS	90.00
07/25/2012	121221937	E 602-49490-313	Sample Testing	TESTS	45.00
					$180.00
PHILLIPS WINE & SPIRITS CO.					
07/11/2012	2270251	E 609-49751-206	Freight and Fuel Charges	FREIGHT	28.30
07/11/2012	2270251	E 609-49751-251	Liquor For Resale	LIQUOR	2,114.90
07/11/2012	2270252	E 609-49751-206	Freight and Fuel Charges	FREIGHT	23.52
07/11/2012	2270252	E 609-49751-253	Wine For Resale	WINE	664.95
07/11/2012	2270253	E 609-49751-206	Freight and Fuel Charges	FREIGHT	8.82
07/11/2012	2270253	E 609-49751-254	Miscellaneous Merchandise	MISC	216.25
07/12/2012	348609	E 609-49751-206	Freight and Fuel Charges	CREDIT	(1.47)
07/12/2012	348609	E 609-49751-251	Liquor For Resale	CREDIT	(71.00)
07/18/2012	2273753	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.35
07/18/2012	2273753	E 609-49751-251	Liquor For Resale	LIQUOR	537.99
07/25/2012	2277129	E 609-49751-206	Freight and Fuel Charges	FREIGHT	53.79
07/25/2012	2277129	E 609-49751-251	Liquor For Resale	LIQUOR	3,012.30
07/25/2012	2277130	E 609-49751-206	Freight and Fuel Charges	FREIGHT	24.99
07/25/2012	2277130	E 609-49751-253	Wine For Resale	WINE	1,249.55
07/25/2012	2277131	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.47
07/25/2012	2277131	E 609-49751-251	Liquor For Resale	LIQUOR	37.25
					$7,908.96
POWER ENGINEERS					
07/27/2012	97791	E 402-43000-300	Professional Services	POLICE/PW BUILDING	3,487.50
					$3,487.50
PRINTING UNLIMITED					
07/16/2012	6348	E 101-41400-200	Office Supplies	LETTERHEAD	15.37
07/16/2012	6348	E 101-42110-200	Office Supplies	LETTERHEAD	5.12
07/16/2012	6348	E 101-42210-200	Office Supplies	LETTERHEAD	5.12
07/16/2012	6348	E 101-43100-200	Office Supplies	LETTERHEAD	5.12
07/16/2012	6348	E 101-45200-200	Office Supplies	LETTERHEAD	5.12
07/16/2012	6348	E 601-49440-200	Office Supplies	LETTERHEAD	5.12
07/16/2012	6348	E 602-49490-200	Office Supplies	LETTERHEAD	5.12
07/16/2012	6348	E 609-49750-200	Office Supplies	LETTERHEAD	5.16
					$51.25
RAMSEY, CITY OF					
07/24/2012	072412	E 101-42210-311	Contract	CHIEF KAPLER'S SERVICES-JUL	666.00
					$666.00
ROBINETTE, CHRIS					
07/19/2012	071912	E 101-42210-217	Other Operating Supplies	GYPSUM	69.41
					$69.41
SCHREDER, ANDY					

07/30/2012	073012	E 101-42400-331	Travel Expenses	MILEAGE	52.73
					$52.73
SEELYE PLASTICS					
07/19/2012	SI0089848	E 601-49440-233	Water Treatment Plant Maint	PARTS	124.93
					$124.93
SEMLER HOMES					
		G 803-20200	Accounts Payable	PART ESCROW 2423 244TH AVE	2,800.00
					$2,800.00
SKINNER, MARLINE					
07/25/2012	072512	E 101-42700-311	Contract	JULY	500.00
					$500.00
SOUTHERN WINE & SPIRITS OF MN					
07/05/2012	STMENT	E 609-49751-251	Liquor For Resale	check #63934 CREDIT	(10.88)
07/12/2012	1846859	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.25
07/12/2012	1846859	E 609-49751-251	Liquor For Resale	LIQUOR	401.40
07/12/2012	1846859	E 609-49751-253	Wine For Resale	WINE	62.00
07/19/2012	1846893	E 609-49751-206	Freight and Fuel Charges	FREIGHT	8.75
07/19/2012	1846893	E 609-49751-251	Liquor For Resale	LIQUOR	463.77
07/19/2012	1846893	E 609-49751-253	Wine For Resale	WINE	168.00
07/26/2012	1946925	E 609-49751-206	Freight and Fuel Charges	FREIGHT	22.60
07/26/2012	1946925	E 609-49751-251	Liquor For Resale	LIQUOR	2,358.74
					$3,480.63
ST. FRANCIS - PETTY CASH					
		E 101-42110-221	Vehicle Repair & Maintenance	REGISTER 2 POLICE CARS	41.50
					$41.50
ST. FRANCIS AREA CHAMBER OF					
07/31/2012	073112	E 609-49750-340	Advertising	SPONSOR 1 TEE SIGN	100.00
					$100.00
ST. FRANCIS COLLISION & GLASS					
07/10/2012	6248	E 101-42110-221	Vehicle Repair & Maintenance	2009 CHARGER	4,088.82
07/10/2012	6251	E 101-43100-221	Vehicle Repair & Maintenance	2011 ESCAPE	2,676.25
07/10/2012	6256	E 101-43100-221	Vehicle Repair & Maintenance	2002 SILVERADO	1,668.75
07/10/2012	6258	E 101-43100-221	Vehicle Repair & Maintenance	2011 DODGE RAM	1,835.00
07/10/2012	6265	E 101-41400-221	Vehicle Repair & Maintenance	2007 CROWN VIC	2,557.75
07/10/2012	6268	E 101-42110-221	Vehicle Repair & Maintenance	2008 CHARGER	2,795.25
					$15,621.82
ST. FRANCIS FOODS					
06/08/2012	28781	E 609-49751-254	Miscellaneous Merchandise	ROOTBEER	120.00
					$120.00
THE AMERICAN BOTTLING COMPANY					
07/13/2012	2449913148	E 609-49751-254	Miscellaneous Merchandise	MISC	148.72
07/27/2012	2449913378	E 609-49751-254	Miscellaneous Merchandise	MISC	128.40
					$277.12
THORPE DISTRIBUTING COMPANY					
07/13/2012	701315	E 609-49751-253	Wine For Resale	WINE	150.60
07/13/2012	701316	E 609-49751-252	Beer For Resale	BEER	310.00

07/27/2012	703956	E 609-49751-252	Beer For Resale	BEER	91.00
					$551.60
TOTAL REGISTER SYSTEMS, INC					
07/17/2012	28042	E 609-49750-228	Equipment Maintenance	SERVICE CONTRACT	1,400.00
					$1,400.00
VINOCOPIA, INC.					
07/13/2012	59719-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	12.00
07/13/2012	59719-IN	E 609-49751-251	Liquor For Resale	LIQUOR	92.25
07/13/2012	59719-IN	E 609-49751-253	Wine For Resale	WINE	320.00
					$424.25
WATER CONSERVATION SERVICE, IN					
07/18/2012	3304	E 601-49440-229	Project Repair & Maintenance	JUNE 2012 SYSTEM SURVEY	1,794.00
					$1,794.00
WIRTZ BEVERAGE MN					
07/12/2012	773425	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.15
07/12/2012	773425	E 609-49751-251	Liquor For Resale	LIQUOR	580.54
07/12/2012	773425	E 609-49751-253	Wine For Resale	WINE	95.90
07/12/2012	773425	E 609-49751-255	N/A Products	N/A	39.95
07/17/2012	864388	E 609-49751-206	Freight and Fuel Charges	CREDIT	(1.45)
07/17/2012	864388	E 609-49751-251	Liquor For Resale	CREDIT	(67.50)
07/19/2012	776810	E 609-49751-206	Freight and Fuel Charges	FREIGHT	24.65
07/19/2012	776810	E 609-49751-251	Liquor For Resale	LIQUOR	560.00
07/19/2012	776810	E 609-49751-253	Wine For Resale	WINE	380.50
07/19/2012	776810	E 609-49751-254	Miscellaneous Merchandise	MISC	83.88
07/26/2012	779634	E 609-49751-206	Freight and Fuel Charges	FREIGHT	20.30
07/26/2012	779634	E 609-49751-251	Liquor For Resale	LIQUOR	1,611.28
07/26/2012	779634	E 609-49751-253	Wine For Resale	WINE	39.96
					$3,378.16
ZIEGLER INC.					
07/17/2012	SW050185513	E 602-49490-228	Equipment Maintenance	PERFORM LEVEL 5 INSP	1,111.50
07/20/2012	SW050185674	E 601-49440-233	Water Treatment Plant Maint	TEST ENGINE & GENERATOR	1,715.34
07/20/2012	SW050185675	E 602-49451-229	Project Repair & Maintenance	TEST ENGINE & GENERATOR	1,111.50
07/20/2012	SW050185676	E 602-49451-229	Project Repair & Maintenance	TEST ENGINE & GENERATOR	1,111.50
07/20/2012	SW050185677	E 101-42210-218	Equipment Repair & Maintenance	KOHLER	1,111.50
					$6,161.34
					$217,682.39

FUND SUMMARY

101 GENERAL FUND	$40,734.44
208 POLICE FORFEITURE	$105.81
250 TURTLE RIDGE TIF	$71.75
402 CAPITAL EQUIPMENT	$3,487.50
601 WATER FUND	$19,558.44
602 SEWER FUND	$33,695.52
609 MUNICIPAL LIQUOR FUND	$117,228.93
803 ESCROW	$2,800.00
Total	217,682.39

CITY OF ST. FRANCIS
8/6/2012

Checks cut since last Council Meeting

Check Date	Check Number	Payee	Description	Amount
07/18/12	64012	Scharber and Sons	Replace Check	665.05
07/23/12	64013	Elite Sanitation	Rplace Lost check	144.97
		TOTAL		810.02

Disbursements via Debits to Checking account in June 2012

Payee	Description	Amount
Federal Tax	Federal Tax	15,418.73
PERA	Pera	11,866.75
ING	Deferred Com	955.00
ICMA	Deferred Com	690.00
State Tax	State Tax	3,397.35
MSRS	Sick Pay	107.91
Federal Tax	Federal Tax	1,225.03
PERA	Pera	320.16
State Tax	State Tax	146.64
Federal Tax	Federal Tax	15,867.91
PERA	Pera	12,146.27
ING	Deferred Com	905.00
ICMA	Deferred Com	690.00
State Tax	State Tax	3,560.32
MSRS	Sick Pay	3,288.41
Wage Levy	Wage Levy	671.00
Village Bank	Bank Fees	89.20
Village Bank	NSF Check	42.26
Village Bank	NSF Check	70.00
Elan Financial	Purchasing Cards*	9,859.52
TOTAL		81,317.46

City of
St. Francis

23340 Cree Street NW, St. Francis, MN 55070
763-753-2630

PARADE / BIKE-SNOWMOBILE RIDE / TRIATHLON PERMIT
5k RUN-WALK

APPLICATION

Please complete the following form for: (Circle one) Parade–Bike/Snowmobile Ride-Triathlon:

Name of Organization North American Red Fern Foundation dba: Healing Through Horses

Contact Person Jane Karpe Date of Event 9-22-12

Address 24069 Rum River Blvd St. Francis, MN 55070
(Street) (City) (State & Zip)

Phone _____ Email address _____

Number of Estimated Participants 50-200 Starting/Ending Time of Event 8:00am-11:00am

*****Provide a map of the route and description of the event:**

see attached

(ORGANIZATION MUST PROVIDE CERTIFICATE OF INSURANCE WITH THE CITY OF ST. FRANCIS NAMED AS THE CERTIFICATE HOLDER)

Please contact the St. Francis Police Department at 763-753-1264 regarding number of officers needed for this event.

CITY OF ST. FRANCIS
23340 Cree Street NW
ST. FRANCIS, MN 55070
Fax 763-753-9881
city@stfrancismn.org

Healing Through Horses 5K proposal

We are a non-profit 501c3 that has been serving the twin cities (primarily Anoka County) since 2008. We are seeking your permission to run a sanctioned 5K on September 22, 2012.

All of the proceeds will be going to Healing Through Horses. We are expecting between 50 and 200 run/walkers (depending on the weather and interest).

There will be 20-25 volunteers in bright construction green t-shirts to help participants along the way. Water will be offered at the half way point and bagels, bananas, and more water at the end.

A recent YMCA 5K had 134 participants. The runners crossed the finish line in 17:41 minutes and the final participants (with strollers and children) crossed in 55:47 minutes.

We plan on starting the race at 8:00 am and being totally cleared out by 11:00 am. The event will take place rain or shine.

We are seeking the sponsorship of local businesses. Those who sponsor will have the option of having a table at the finish line to promote their local business. All sponsors will be listed on the back of the 5K t-shirts that the participants will be receiving.

We want this to be a 5K that showcases St. Francis as a model community that is business and people friendly. We also want it to be a way for our community to get to know each other. I am seeking different neighborhood residents to host an after walk get to know your neighbors events at their homes. These homes will have special signs in their yards.

We also would request your permission to be able to advertise with road signs similar to local political candidates' signage.

An insurance liability certificate will include the City of Saint Francis.

We are looking forward to this being a great annual event.

Sincerely,

Jane Karpe

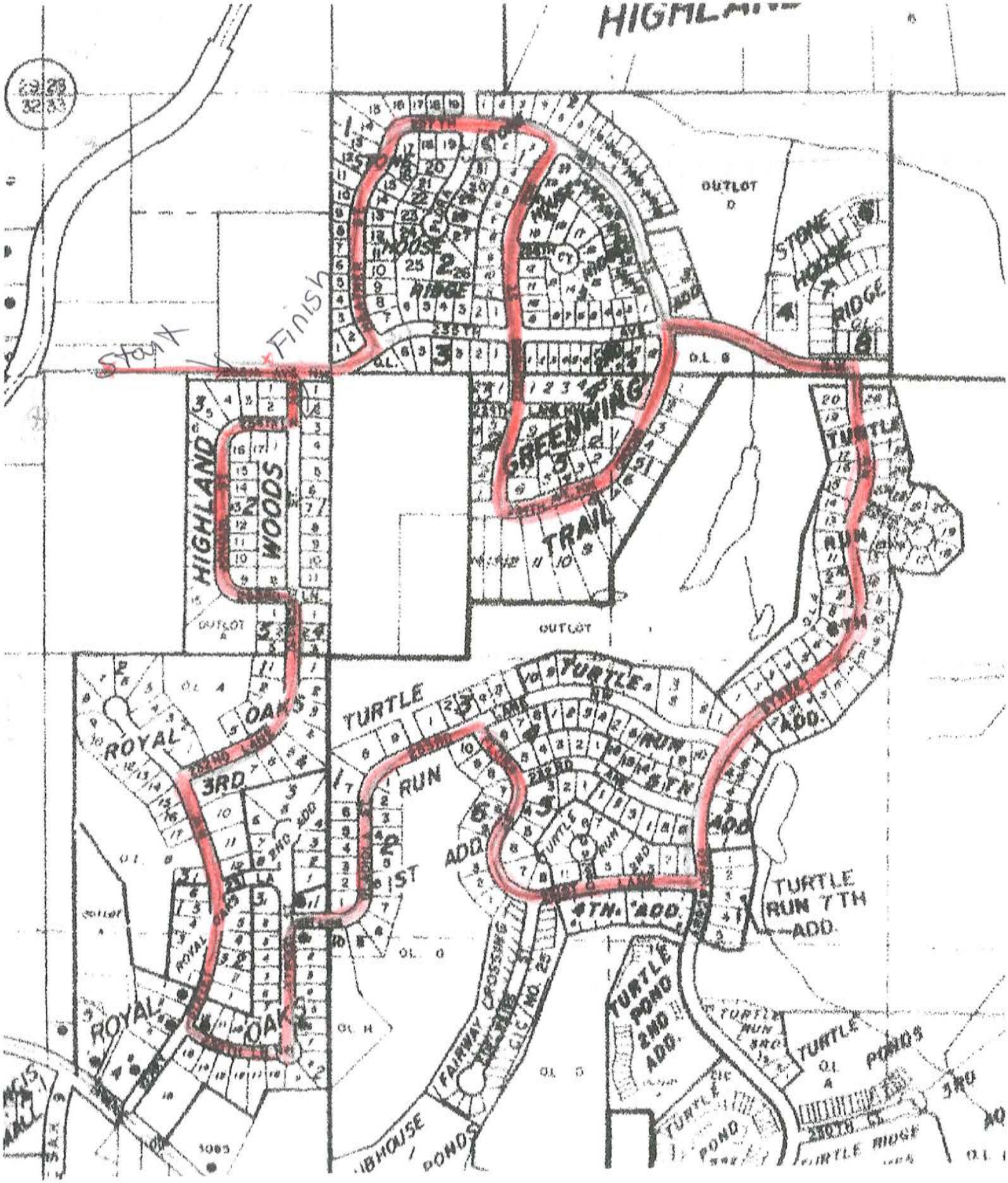
Jane Karpe

North American Red Fern Foundation dba: Healing Through Horses

24069 Rum River Blvd.

St. Francis, MN 55070

HIGHLAND MEADOWS
JOHNSON ACRES
ESTATES
VIEW
HOBOY
ACRES
SAINTS ADD.
SUBURBAN ADD.
ESTATES
RUM RIVER
NORTH
CITY HALL
RUM RIVER TERRACE
RUM RIVER COUNTY PARK
VILLAGE OF ST. FRANCIS
STATE TRUNK HIGHWAY NO. 47
TRINITY LUTHERAN
HIGHLAND WOODS
GREENWING TRAIL
TURTLE RUN
TURTLE RUN 7TH ADD.
TURTLE PONDS
TURTLE RIDGE TOWNHOMES
ROYAL OAKS
CLUBHOUSE AT PONDS GOLF COURSE
229TH AVE NW
3200
3000
2800
2600
2400
2200
2000
see enlarged map


HIGHLAND
Start
Finish
STONE HOUSE RIDGE
GREENWING TRAIL
HIGHLAND WOODS
OUTLOT D
OUTLOT A
OUTLOT
TURTLE RUN 6TH
TURTLE RUN 7TH ADD.
TURTLE RUN 1ST ADD.
TURTLE RUN 5TH ADD.
TURTLE RUN 4TH ADD.
TURTLE POND 2ND ADD.
TURTLE POND
TURTLE PONDS
TURTLE RIDGE
ROYAL OAKS 3RD
ROYAL OAKS
FAIRWAY CROSSING
CIC NO. 25
LIBHOUSE PONDS

HEALING THROUGH HORSES

www.healing-through-horses.org

Please help sponsor these programs!

Providing Riding Programs for at Risk Youth and Adults:

Inner City Programs • Kids Dealing with Bullying • Youth Dealing with Poverty

Family Turmoil and Break Down • Anxiety/Eating Disorders

E-mail contact: Jane@healing-through-horses.org

City of
St. Francis

23340 Cree Street NW, St. Francis, MN 55070
763-753-2630

PARADE / BIKE-SNOWMOBILE RIDE / TRIATHLON PERMIT

APPLICATION

Please complete the following form for: (Circle one) Parade–Bike/Snowmobile Ride-Triathlon:

Name of Organization Lions Club - St Francis

Contact Person Mike Starr Date of Event Sept 15, 2012

Address 3215 213th Ave NW Oak Grove MN 55303
(Street) (City) (State & Zip)

Phone (763) 300-9110 Email address mbstarr@comcast.net

Number of Estimated Participants 75 Starting/Ending Time of Event 11:00 AM - 2:00 PM

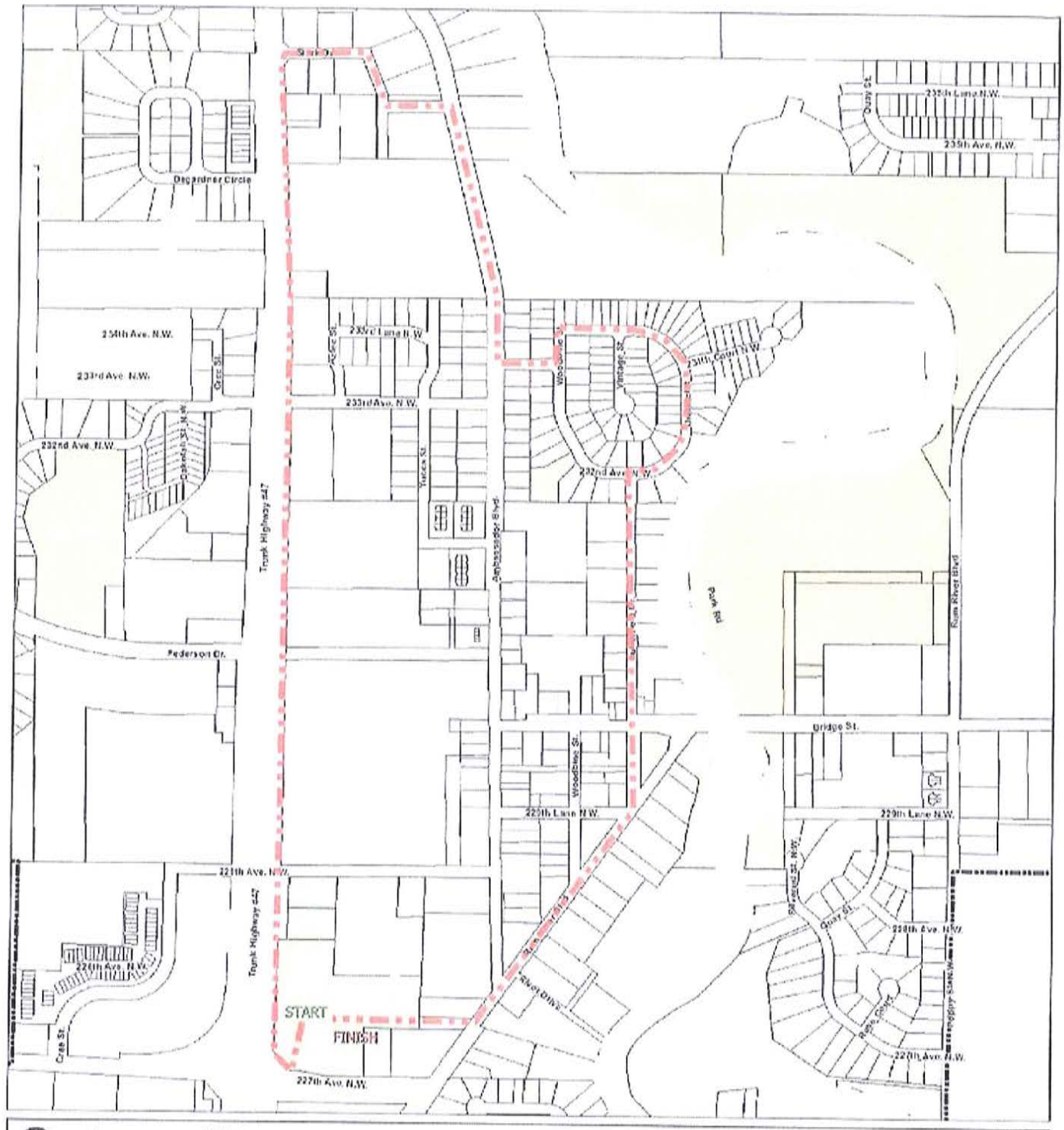
***Provide a map of the route and description of the event:

5 K Walk/Run St Francis Community Park
Start + Finish

(ORGANIZATION MUST PROVIDE CERTIFICATE OF INSURANCE WITH THE CITY OF ST. FRANCIS NAMED AS THE CERTIFICATE HOLDER)

Please contact the St. Francis Police Department at 763-753-1264 regarding number of officers needed for this event.

CITY OF ST. FRANCIS
23340 Cree Street NW
ST. FRANCIS, MN 55070
Fax 763-753-9881
city@stfrancismn.org



0 755 Feet

City of St. Francis

Oktober Fest 5K

Figure

© Bolton & Menk, Inc - Web GIS

AGENDA REPORT

TO: City Administrator

FROM: Finance Director

SUBJECT: **2013-2017 Capital Improvement Plan**

DATE: August 1, 2012

INTRODUCTION

Per City Charter, a public hearing must be held and the Capital Improvement Plan adopted prior to August 15, 2012.

BACKGROUND

A proposed 2013-2017 CIP was posted to the city's website on May 24, 2012 and noted in the May 25, 2012 Off Week Memo to Council Members. No comments, suggestions or changes were requested by Council.

RECOMMENDATION

It is recommended that the council make a motion to adopt the 2013-2017 Capital Improvement Plan.

BUDGET IMPACT

None until individual projects are scheduled for improvement or purchases are authorized by Council.

S:\Agenda Reports\FIN-2010-2014 CIP.doc

Attachments:
1. None

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF ANOKA) SS

Peter G. Bodley, being duly sworn on oath says that he is the managing editor of the newspaper known as the Anoka County Union, and has full knowledge of the facts which are stated below:

(A) The newspaper has complied with all of the requirements constituting qualifications as a qualified newspaper, as provided by Minnesota Statue 331A.02, 331A.07 and other applicable laws, as ammended.

(B) The printed NOTICE OF PUBLIC HEARING (8/6/12), which is attached was cut from the columns of said newspaper and was printed and published once a week for two consecutive weeks; it was first published on Friday, the 20th day of July, 2012, and was therefore printed and published on every Friday to and including Friday, the 27th day of July, 2012, and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice

abcdefghijklmnopqrstuvwxyz
abcdefghijklmnopqrstuvwxyz

Managing Editor

Subscribed and sworn to before me on
this 27th day of July, 2012

TRACY A. PETRO
Notary Public-Minnesota
My Commission Expires Jan 31, 2017

Notary Public

NOTICE OF PUBLIC HEARING

CITY OF ST. FRANCIS
COUNTY OF ANOKA
STATE OF MINNESOTA

NOTICE IS HEREBY GIVEN that the St. Francis City Council will hold a Public Hearing at 6:00 pm, or as soon thereafter as can be heard, on Monday, August 6, 2012 at Independent School District #15 District Office, 4115 Ambassador Blvd. NW, St. Francis, MN 55070.

The purpose of the Public Hearing is to consider the 2013-2017 Capital Improvement Plan for the City of St. Francis.

All interested parties are encouraged to attend this Public Hearing. Verbal and written testimony regarding the request will be accepted during this Hearing. Additional information regarding the request can be obtained by contacting the City of St. Francis, 23340 Cree Street NW, St. Francis, MN 55070 or by calling (763) 753-2630.

Barbara I. Held
City Clerk
abcdefghijklmnopqrstuvwxyz
Published in Anoka County Union
July 20 & 27, 2012

RATE INFORMATION

(1) Lowest classified rate paid by commercial users for comparable space	$ 15.00 (line, word or inch rate)
(2) Maximum rate allowed by law for the above matter	$ 15.00 (line, word or inch rate)
(3) Rate actually charged for the above matter	$10.25 (line, word or inch rate)

3,087,307

Anoka County Parks and Recreation

550 Bunker Lake Boulevard NW, Andover, MN 55304

July 12, 2012

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

RE: Rum River Regional Trail Master Plan

Dear Matt:

The Anoka County Parks and Recreation Department would like to invite you to review and comment on Anoka County's proposed Rum River Regional Trail Master Plan, which is enclosed with this letter.

This trail is approximately 20 miles long and follows the Rum River corridor through the cities of Anoka, Andover, Ramsey, Oak Grove and St. Francis in Anoka County. Once complete, the trail segment as proposed will provide a valuable north/south connection and link many amenities throughout the County. Please note, that the County is proposing an alternate route for the trail in the cities of Oak Grove and St. Francis, as shown on Segments 3 & 4 in the appendix.

Please review the plan and specifically the proposed alternate routes in your city and provide any comments in written form to my attention at the address listed above or via e-mail at karen.blaska@co.anoka.mn.us, by August 17th, 2012. Any comments received will be incorporated into the final Master Plan.

If you have any questions regarding this matter, please feel free to contact me at 763-767-2865.

Thank you and regards,

Karen Blaska
Park Planner

cc: John VonDeLinde, Director of Parks and Recreation

Rum River Regional Trail Master Plan

July 2012

Anoka County Parks and Recreation
550 Bunker Lake Blvd
Andover, MN 55304
www.anokacountyparks.com

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SPECIAL ACKNOWLEDGEMENTS

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John VonDeLinde, Director

Karen Blaska, Park Planner

Boundaries and Acquisition Costs

Rum River Regional Trail as proposed in this master plan is to be about 20 miles long following the Rum River corridor from the City of Anoka to the Anoka/Isanti county border, as shown in Figure 1.

FIGURE 1

The trail corridor starts at the City of Anoka's Akin Riverside Park, near the confluence of the Rum and Mississippi Rivers. From there the trail follows the river through the city to the Rum River Branch of the Anoka County Library. From there it follows County Road 7 through the cities of Andover and Ramsey to County Road 22, where it turns east and connects with County Road 9/Lake George Blvd., and the City of Oak Grove's Hickey Lake Park.

From the park, the trail corridor follows Lake George Blvd. north and connects to Lake George Regional Park. The trail corridor traverses the park north to the City of Oak Grove's The Ponds Park. The corridor runs through a residential golf community west to Lake George Blvd. The trail then follows Lake George Blvd to County Road 24/Bridge Street. At Bridge Street the trail corridor travels west to County Road 72/Rum River Blvd and follows the road corridor to the Isanti county line.

A few segments of the trail currently exist. One such segment is 4 miles long and starts at the City of Anoka's Akin Riverside Park. It follows the river through downtown Anoka, connects to the Northstar Anoka Station and continues along the river. A pedestrian bridge allows safe passage across CSAH 116/Bunker Lake Blvd to the Anoka County Rum River Library where the segment ends, as shown in Figure 2. Image 1 provides an example of the existing trail condition.

Rum River Regional Trail Existing Segment through the City of Anoka

FIGURE 2

A second trail segment is approximately 1.2 miles long and traverses Lake George Regional Park; and a third segment is just over one mile and traverses through the Ponds Park and a residential golf community; both in the City of Oak Grove.

The remaining trail segments to be constructed will require acquisition of approximately 26 acres of Right of Way or trail easements along County Road's and private property. The estimated cost of acquisition is approximately $790,000 based on an average of 2012 values for general land types.

IMAGE 1

Demand Forecast

Regional parks and trails have been increasing in popularity and as the population grows, the need for additional recreation sources and amenities grow as well. The population in the communities the corridor run through are anticipated to grow steadily, as is Anoka County.

Population Forecast[1]

Year	Andover	Anoka	Oak Grove	Ramsey	St. Francis	Anoka County
2000	26,588	18,076	6,903	18,510	4,910	298,084
2010	37,400	19,000	9,200	28,100	7,700	357,400
2020	42,000	19,800	10,300	35,600	10,400	407,070
2030	44,600	20,800	11,300	42,500	12,800	437,550

The outdoor recreational use patterns in the metropolitan area have been growing steadily. Recreational visits to Anoka County regional parks and trails have increased steadily over the last ten years to approximately 3.4 million visits per year.[2]

According to the Minnesota Department of Natural Resources 2004 Outdoor Recreation Participation Survey of Minnesotans, nearly 82% indicated that outdoor recreation is "very important" or "moderately important" in their lives. Popular trail related activities are walking, hiking, biking, running, jogging or inline skating.

With the population growth expected and the increase in recreational visits to regional parks and trails, the demand for additional facilities will only increase.

[1] 2030 Regional Development Framework – Revised Forecasts as of January 1, 2012

[2] Annual Use Estimate of the Metropolitan Regional Parks System for 2011, Metropolitan Council

Development Concept

The proposed development concept for this trail corridor is to provide a regional linking trail between the several regional destinations in Anoka County. These destinations include the Rum River, Mississippi River, Rum River Central and Lake George regional parks. Other destinations along the route include downtown Anoka, which offers restaurants and shopping, the Rum River Branch of the Anoka County Library system, Anoka Senior High School and St. Francis High School. In addition, the trail corridor will also link to Rum River North County Park and Isanti County to the north. There are four regional trails the Rum River corridor will connect to; the Mississippi River, Central Anoka County, North Anoka County and Sugar Hills regional trails.

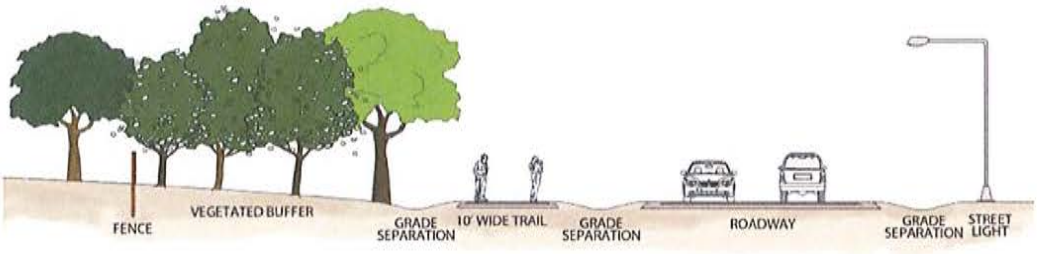


FIGURE 3

The majority of the current trail corridor follows existing county roadways. The development concept for these sections will be similar to Figure 3, with a grade separated paved trail. If there are issues with right of way and road speeds are slow enough to allow it, the trail may be located immediately behind curb. With this master plan, Anoka County is proposing an alternate route in the northern section of the County to route the trail closer to the Rum River. An example of what the alternate trail route may look like is shown in Figure 4.

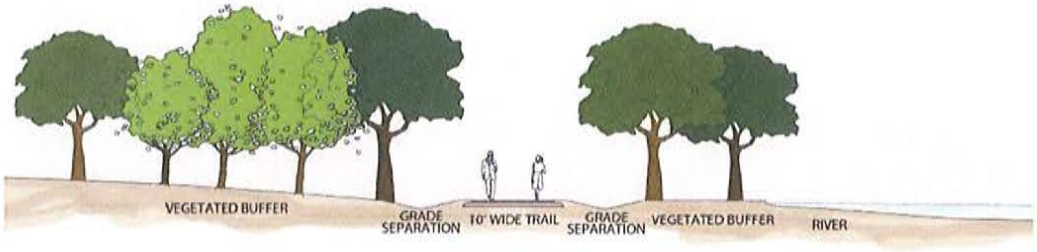
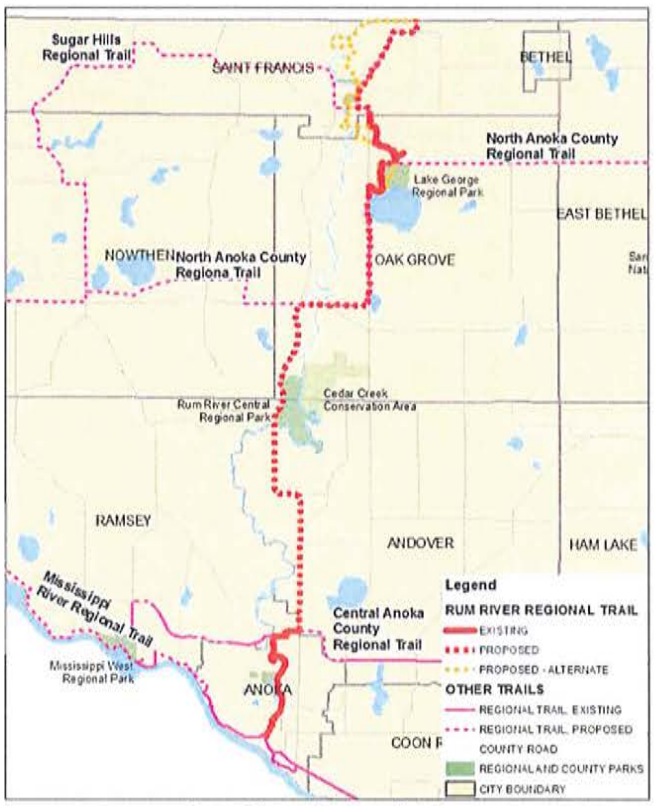


FIGURE 4

The existing trail corridor, proposed route and alternate route is shown in Figure 5. More detailed maps are provided in the Appendix.



Rum River Regional Trail
Overall Trail Corridor

FIGURE 5

The cost estimate for completion of this trail is $5,270,000. The cost breakdown is shown in the table below.

Rum River Regional Trail Estimate

Description	Total
Right of Way/Easement Acquisition	$790,000
Design/Engineering	$450,000
Archaeological Survey	$150,000
Wetland Delineation	$75,000
Topographic Survey/Construction Staking	$150,000
Geotechnical Survey	$50,000
Clearing and grubbing	$100,000
Utility relocations	$50,000
Bituminous trail construction	$2,800,000
Lighting	$100,000
Landscaping and restoration	$75,000
Signage and striping	$30,000
Contingency	$450,000
Total	**$5,270,000**

There may be some savings on this estimate, if this trail can be constructed as part of a roadway reconstruction project.

The schedule for construction of this trail will depend on right of way acquisition, roadway reconstruction and funding availability; therefore, no schedule has been developed. The Parks and Recreation Department will continue to work with local cities and the Anoka County Highway Department to implement this trail as development and redevelopment occurs.

Conflicts

Conflicts related to park or trail redevelopment will be kept to a minimum through proper planning and community involvement. With any new development or redevelopment in an existing residential areas, there are common concerns among the area residents that are adjacent to the park or trail.

One of these concerns is the effect the increased usage of the park or trail will have on their safety, security and privacy. Generally, regional parks and trails in the metropolitan area do

not have a higher number of criminal activities related to use. A typical concern is vandalism and damage to vehicles. The County provides Park Ranger patrols and works with the local police and the Anoka County Sheriff's Office to ensure the parks and trail are safe and secure.

Privacy is also a concern and Anoka County typically works with affected residents to minimize the perceived impacts. Because the majority of the trail is adjacent to county roads, development of this trail will occur when the roadways are upgraded and resident concerns regarding the trail can be addressed with any concerns regarding the roadway construction. Anoka County does not anticipate there to be any conflicts with the area residents. If issues do arise, a variety of methods for mitigation can be utilized, with the best methods being determined by Anoka County.

Conflicts between pedestrians and vehicular traffic will be kept to a minimum by working with the County Highway Department and the local cities to ensure safe crossings at road intersections and driveways for pedestrians and bicyclists. In addition, signing along the trail will alert users of potential conflict areas, i.e. street crossings, driveway crossings, pedestrian cross-traffic, etc., and will provide wayfinding and interpretive information.

Public Services

A variety of public services are available at points along the trail, therefore no new non-recreational related public services will be required for this trail. Both local and regional parks provide the necessary facilities required for trail users, i.e. parking lot, restrooms, drinking fountain and benches. Limited services will also be available at retail establishments near downtown Anoka and in the City of St. Francis.

Operations

Anoka County Ordinance, dated January 24th, 2012 regulates parks and trails under the jurisdiction of Anoka County. Education and enforcement is provided through the Anoka County Park Rangers, the local police departments and the Anoka County Sheriff's Department.

Anoka County typically partners with the local cities through either a Memorandum of Understanding (MOU) or a Joint Powers Agreement (JPA) to provide for the maintenance of regional trails. Typically, the MOU or JPA is executed prior to trail construction and outlines what agency is responsible for general routine maintenance of the trail and what agency is responsible for capital improvements to the trail in their jurisdiction.

The County is typically responsible for the daily and general routine maintenance of trails within regional or county parks. This includes such maintenance as mowing, sweeping, plowing, clearing, debris removal, etc. Outside of regional and county park facilities, the local cities are responsible for daily trail maintenance. Solid waste is typically collected from trash receptacles located along the trail at regular intervals by the local agencies. Anoka County will inspect the trail annually and will provide the capital improvements that are needed and will provide long-term maintenance required, such as bituminous overlays, crack-sealing, etc. Trail signage is provided and maintained by the County.

Annual maintenance costs for the trail are estimated to be about $10,000. This includes dollars for sign replacements, minor bituminous repair and crack-sealing. Revenue for the operation and maintenance of the trail comes from the Anoka County Parks and Recreation Department's annual operations and maintenance budget, which includes revenues from picnic shelter rentals, room rentals, programs, parks entrance fees and the County general fund. Supplementary funding is provided through the Regional Park Operations and Maintenance Grant Program.

The County researches the most efficient models in sustainable construction methods when developing and redeveloping parks and trails. In the past, Anoka County has typically used recycled materials as much as possible for buildings and furnishing for the low maintenance these materials require. Anoka County, through the Environmental Services Department, has a refuse and recycling policy that requires recycling of paper, plastics, etc.

Citizen Participation

Anoka County worked with regulatory agencies and local units of government in the master planning process and requested comments on the plan. In addition, an open house is planned to be held in the next month or so. A notice will be published in the local weekly newspaper and on the Anoka County website a few weeks prior to the meeting. Post card invitations will also be mailed out to adjacent residents and local city and county officials.

Comments received from the meeting will be incorporated into this master plan amendment.

Refer to Appendix for the public notices, letters requesting comments, comments received from the public and comments received from the municipal and regulatory agencies that responded.

Public Awareness

Public awareness is an important component to regional park and trail systems. The County will provide public education efforts through the Metropolitan Council's regional-wide awareness program, as well as, public information maps, websites (www.anokacountyparks.com & www.anokacounty.us), social media, publications and brochures provided by Anoka County Parks and Recreation Department.

Accessibility

Anoka County continually strives to provide equal access to all residents of Anoka County and in the region. Park and trail use is open to any and all citizens. There is not a fee for parking or trail use which eliminates any economic barriers for trail users. A portion of the trail corridor is located along several public transportation routes and in addition, the Anoka County "Traveler" provides transportation services to the citizens of Anoka County for a minimal fee. This service offers rides to specific locations and is available to those in need. The facilities and amenities along the trail will conform to the standards mandated by the Americans with Disabilities Act.

Joint Powers Agreements

Since regional trails cross multiple jurisdictions, a Joint Powers Agreement (JPA) is generally executed prior to construction of the trail. The JPA addresses who has control over the trail right-of-way, how that control is exercised, who will operate and maintain the trail and how operations and maintenance will be accomplished. The JPA outlines that the trail is open and available to all users (not restricted by residence) with only controls on the type of use and timing/season of the permitted use(s).

JPA's are in place for the duration of the trail's life cycle.

Appendix

Parcels identified for Right of Way or Easement Acquisition

PIN	SEC	TO	RA	QT	SUFFI	LOC_NU	LOC_NAME	LOC_T	LOC_	LOC_ADDR	LOC_CITY	LOC	LOC_ZIP	ACT_CITY	ACRES
183224430009	18	32	24	43	0009				NW		ANDOVER	MN	55304	ANDOVER	0.05628
333424330048	33	34	24	33	0048						SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.04039
323424140005	32	34	24	14	0005						SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.17525
323424410003	32	34	24	41	0003	3325	BRIDGE	ST	NW	3325 BRIDGE ST NW	SAINT FRANCIS	MN	55070-8200	SAINT FRANCIS	1.76195
333424330006	33	34	24	33	0006	22905	LAKE GEORGE	BLVD	NW	22905 LAKE GEORGE BLVD NW	SAINT FRANCIS	MN	55070-9788	SAINT FRANCIS	0.03994
333424330007	33	34	24	33	0007						SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.03804
163324220027	16	33	24	22	0027	21234	OLD LAKE GEORGE	BLVD	NW	21234 OLD LAKE GEORGE BLVD NW	ANOKA	MN	55303-4888	OAK GROVE	0.01294
093324320009	09	33	24	32	0009	21627	LAKE GEORGE	BLVD		21627 LAKE GEORGE BLVD	ANOKA	MN	55303-8958	OAK GROVE	0.06152
163324220026	16	33	24	22	0026	21232	OLD LAKE GEORGE	BLVD		21232 OLD LAKE GEORGE BLVD	ANOKA	MN	55303	OAK GROVE	0.01968
163324220028	16	33	24	22	0028		OLD LAKE GEORGE	RD	NW		ANOKA	MN	55303	OAK GROVE	0.09890
173324110047	17	33	24	11	0047	21228	OLD LAKE GEORGE	BLVD	NW	21228 OLD LAKE GEORGE BLVD NW	ANOKA	MN	55303	OAK GROVE	0.05557
163324220025	16	33	24	22	0025	21230	OLD LAKE GEORGE	BLVD	NW	21230 OLD LAKE GEORGE BLVD NW	ANOKA	MN	55303	OAK GROVE	0.01818
093324320008	09	33	24	32	0008	21617	LAKE GEORGE	BLVD	NW	21617 LAKE GEORGE BLVD	ANOKA	MN	55303-9024	OAK GROVE	0.06539
173324110050	17	33	24	11	0050						ANOKA	MN	55303	OAK GROVE	0.03022
083324440009	08	33	24	44	0009	21347	OLD LAKE GEORGE	BLVD	NW	21347 OLD LAKE GEORGE BLVD	ANOKA	MN	55303	OAK GROVE	0.02057
173324110020	17	33	24	11	0020	21253	OLD LAKE GEORGE	BLVD	NW	21253 OLD LAKE GEORGE BLVD NW	ANOKA	MN	55303	OAK GROVE	0.01943
093324320010	09	33	24	32	0010	3153	216TH	AVE	NW	3153 216TH AVE NW	CEDAR	MN	55011-9227	OAK GROVE	0.08214
173324110001	17	33	24	11	0001	21261	OLD LAKE GEORGE	BLVD	NW	21261 OLD LAKE GEORGE BLVD NW	ANOKA	MN	55303	OAK GROVE	0.00904
173324110002	17	33	24	11	0002	21257	OLD LAKE GEORGE	BLVD	NW	21257 OLD LAKE GEORGE BLVD NW	ANOKA	MN	55303	OAK GROVE	0.00953
093324320020	09	33	24	32	0020	21505	LAKE GEORGE	BLVD		21505 LAKE GEORGE BLVD	ANOKA	MN	55303-8614	OAK GROVE	0.22087
083324440007	08	33	24	44	0007	21327	LAKE GEORGE	BLVD		21327 LAKE GEORGE BLVD	ANOKA	MN	55303-8957	OAK GROVE	0.01198
173324110035	17	33	24	11	0035						ANOKA	MN	55303	OAK GROVE	0.11750
083324440006	08	33	24	44	0006	21325	OLD LAKE GEORGE	BLVD	NW	21325 OLD LAKE GEORGE BLVD	ANOKA	MN	55303	OAK GROVE	0.01085
083324440005	08	33	24	44	0005	21321	OLD LAKE GEORGE	BLVD	NW	21321 OLD LAKE GEORGE BLVD	ANOKA	MN	55303	OAK GROVE	0.00930
173324110036	17	33	24	11	0036	21251	OLD LAKE GEORGE	BLVD	NW	21251 OLD LAKE GEORGE BLVD NW	ANOKA	MN	55303	OAK GROVE	0.09816
083324440008	08	33	24	44	0008	21335	OLD LAKE GEORGE	BLVD	NW	21335 OLD LAKE GEORGE BLVD NW	ANOKA	MN	55303	OAK GROVE	0.02132
083324440016	08	33	24	44	0016	21313	OLD LAKE GEORGE	BLVD	NW	21313 OLD LAKE GEORGE BLVD NW	ANOKA	MN	55303	OAK GROVE	0.06887
043324220002	04	33	24	22	0002	22849	LAKE GEORGE	BLVD		22849 LAKE GEORGE BLVD	BETHEL	MN	55005-9508	OAK GROVE	0.04606
083324440003	08	33	24	44	0003	21303	OLD LAKE GEORGE	BLVD	NW	21303 OLD LAKE GEORGE BLVD NW	ANOKA	MN	55303	OAK GROVE	0.00760
043324220003	04	33	24	22	0003	22839	LAKE GEORGE	BLVD		22839 LAKE GEORGE BLVD	BETHEL	MN	55005-9508	OAK GROVE	0.05167
043324230030	04	33	24	23	0030		ZION	PKWY	NW		BETHEL	MN	55005	OAK GROVE	2.46565
093324320018	09	33	24	32	0018				NW		ANOKA	MN	55303	OAK GROVE	0.06927
193324440003	19	33	24	44	0003	4155	VIKING	BLVD	NW	4155 VIKING BLVD NW	ANOKA	MN	55303-8981	OAK GROVE	0.18929
203324440012	20	33	24	44	0012	3301	197TH	AVE	NW	3301 197TH AVE NW	ANOKA	MN	55303-8404	OAK GROVE	0.06474
173324110049	17	33	24	11	0049						ANOKA	MN	55303	OAK GROVE	0.14056
173324110048	17	33	24	11	0048						ANOKA	MN	55303	OAK GROVE	0.09871

PIN	SEC	TO	RA	QT	SUFFI	LOC_NU	LOC_NAME	LOC_T	LOC_	LOC_ADDR	LOC_CITY	LOC	LOC_ZIP	ACT_CITY	ACRES
203324440001	20	33	24	44	0001	3359	197TH	AVE	NW	3359 197TH AVE NW	ANOKA	MN	55303-8404	OAK GROVE	0.07835
203324430008	20	33	24	43	0008	3437	197TH	AVE	NW	3437 197TH AVE NW	ANOKA	MN	55303-8406	OAK GROVE	0.02751
203324340001	20	33	24	34	0001	3623	197TH	AVE	NW	3623 197TH AVE NW	ANOKA	MN	55303-8410	OAK GROVE	0.19663
193324440001	19	33	24	44	0001	4065	VIKING	BLVD	NW	4065 VIKING BLVD NW	ANOKA	MN	55303-8981	OAK GROVE	0.19658
203324330002	20	33	24	33	0002	3825	197TH	AVE	NW	3825 197TH AVE NW	ANOKA	MN	55303-8496	OAK GROVE	0.07845
183224430003	18	32	24	43	0003				NW		ANDOVER	MN	55304	ANDOVER	0.23936
183224420001	18	32	24	42	0001	15825	7TH	AVE	NW	15825 7TH AVE NW	ANDOVER	MN	55304-2266	ANDOVER	0.29385
193224120006	19	32	24	12	0006	15598	INCA	CIR	NW	15598 INCA CIR NW	ANDOVER	MN	55304-2938	ANDOVER	0.05766
193224120007	19	32	24	12	0007	15640	INCA	CIR	NW	15640 INCA CIR NW	ANDOVER	MN	55304-2940	ANDOVER	0.12725
183224430001	18	32	24	43	0001	4345	157TH	AVE	NW	4345 157TH AVE NW	ANDOVER	MN	55304-2925	ANDOVER	0.11241
323424140001	32	34	24	14	0001						SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.45080
093324320011	09	33	24	32	0011	21637	LAKE GEORGE	BLVD		21637 LAKE GEORGE BLVD	ANOKA	MN	55303-8958	OAK GROVE	0.05793
273424220002	27	34	24	22	0002						SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.18906
273424220003	27	34	24	22	0003	24443	VERDIN	ST	NW	24443 VERDIN ST NW	SAINT FRANCIS	MN	55070-9594	SAINT FRANCIS	0.19060
273424220004	27	34	24	22	0004						SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.19644
273424220005	27	34	24	22	0005						SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.20334
053324140005	05	33	24	14	0005	22665	POPPY	ST	NW	22665 POPPY ST NW	SAINT FRANCIS	MN	55070-9609	OAK GROVE	0.36785
053324110011	05	33	24	11	0011				NW		BETHEL	MN	55005	OAK GROVE	0.32724
053324110015	05	33	24	11	0015				NW		BETHEL	MN	55005	OAK GROVE	1.01053
293424110001	29	34	24	11	0001						SAINT FRANCIS	MN	55070	SAINT FRANCIS	2.37207
283424220001	28	34	24	22	0001						SAINT FRANCIS	MN	55070	SAINT FRANCIS	1.04116
293424410001	29	34	24	41	0001						SAINT FRANCIS	MN	55070	SAINT FRANCIS	4.34553
293424310001	29	34	24	31	0001						SAINT FRANCIS	MN	55070	SAINT FRANCIS	1.84784
293424320001	29	34	24	32	0001	23925	SAINT FRANCIS	BLVD	NW	23925 SAINT FRANCIS BLVD NW	SAINT FRANCIS	MN	55070-9765	SAINT FRANCIS	0.51987
323424120001	32	34	24	12	0001						SAINT FRANCIS	MN	55070	SAINT FRANCIS	1.21392
293424130002	29	34	24	13	0002						SAINT FRANCIS	MN	55070	SAINT FRANCIS	2.26248
293424240001	29	34	24	24	0001						SAINT FRANCIS	MN	55070	SAINT FRANCIS	2.04685
293424230005	29	34	24	23	0005						SAINT FRANCIS	MN	55070	SAINT FRANCIS	1.13186
323424120006	32	34	24	12	0006	3428	235TH	AVE	NW		SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.10681
323424120007	32	34	24	12	0007	3436	235TH	AVE	NW		SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.04996
323424120008	32	34	24	12	0008	3448	235TH	AVE	NW		SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.03460
323424120035	32	34	24	12	0035						SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.06198
323424120009	32	34	24	12	0009	3456	235TH	AVE	NW		SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.03544
323424120005	32	34	24	12	0005	3410	235TH	AVE	NW		SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.05074
323424120012	32	34	24	12	0012	23556	QUAY	ST	NW		SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.01868
323424120011	32	34	24	12	0011	23546	QUAY	ST	NW		SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.04468

PIN	SEC	TO	RA	QT	SUFFI	LOC_NU	LOC_NAME	LOC_TY	LOC_	LOC_ADDR	LOC_CITY	LOC	LOC_ZIP	ACT_CITY	ACRES
323424120010	32	34	24	12	0010	23532	QUAY	ST	NW		SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.04449
283424420002	28	34	24	42	0002	24069	RUM RIVER	BLVD	NW	24069 RUM RIVER BLVD NW	SAINT FRANCIS	MN	55070-9605	SAINT FRANCIS	0.11256
283424330002	28	34	24	33	0002	23813	RUM RIVER	BLVD	NW	23813 RUM RIVER BLVD NW	SAINT FRANCIS	MN	55070-9752	SAINT FRANCIS	0.49358
283424340002	28	34	24	34	0002	23865	RUM RIVER	BLVD	NW	23865 RUM RIVER BLVD NW	SAINT FRANCIS	MN	55070-9752	SAINT FRANCIS	0.10623
283424130003	28	34	24	13	0003						SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.29619
283424310011	28	34	24	31	0011	23955	RUM RIVER	BLVD	NW	23955 RUM RIVER BLVD NW	SAINT FRANCIS	MN	55070-9605	SAINT FRANCIS	0.13319
283424310012	28	34	24	31	0012						SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.13398
283424310009	28	34	24	31	0009						SAINT FRANCIS	MN	55070	SAINT FRANCIS	0.10868

Full report can be found at:
http://files.dnr.state.mn.us/aboutdnr/reports/orsurvey2004_report.pdf

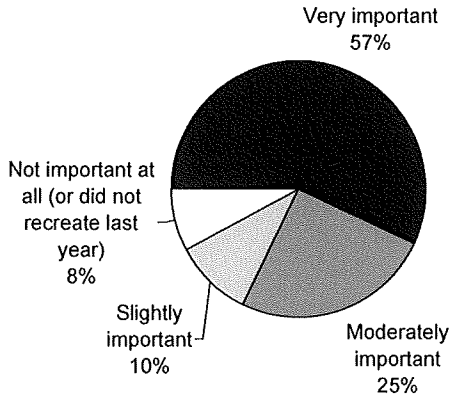
SURVEY RESULTS

IMPORTANCE OF OUTDOOR RECREATION IN PEOPLE'S LIVES

Outdoor recreation is an important component of the lives of most Minnesotans. Nearly 60 percent (57%) indicate that outdoor recreation is "very important" to their life, while another 25 percent indicate it is "moderately important" (Figure 2). The remainder—comprising nearly one in five Minnesota adults (18%)—believe outdoor recreation is of little importance.

Figure 2

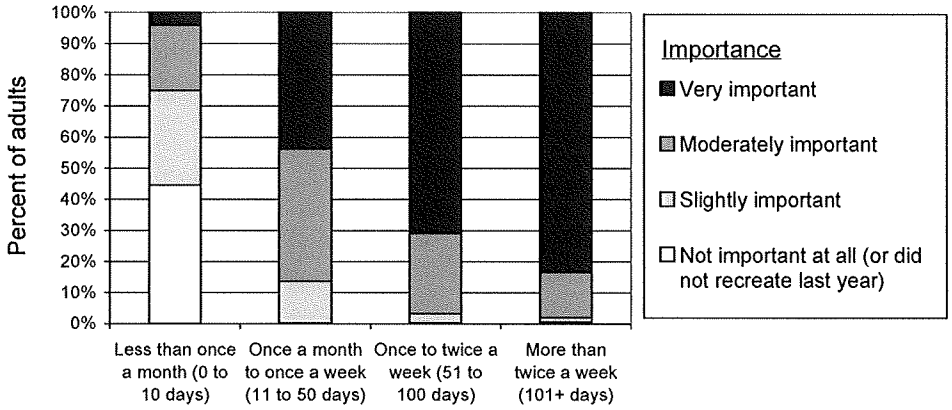
How important a part of your life is outdoor recreation?



Not surprisingly, the Minnesotans who believe outdoor recreation is of little importance to their lives, invest little time actually recreating outdoors (Figure 3). As a rule, the more importance people ascribe to recreation, the more time they spend on recreation pursuits.

Figure 3

Comparison of importance of outdoor recreation in people's lives with amount of their recreation



Metropolitan Council

2030 Regional Development Framework - Revised Forecasts as of January 1, 2012

(pt) denotes part of a city; remainder of city is in neighboring county.
* = Forecasts revised by Council action in 2006-2010
** = Forecasts revised by Council action in 2011
All other forecasts approved by Council actions, January 14, 2004, and August 24, 2005

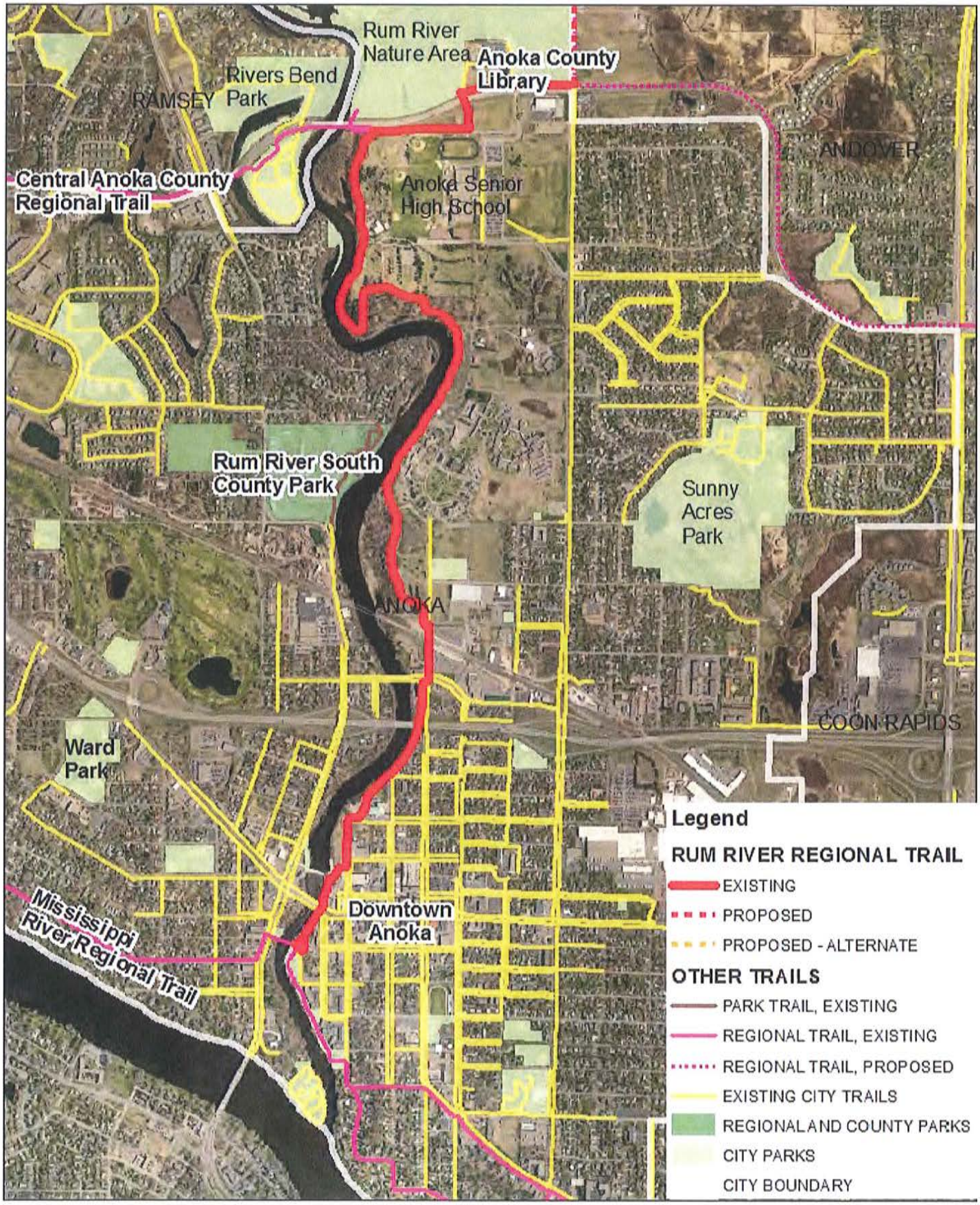
= SMSC forecasts, 2010-30 are accounted separate from the balance of Prior Lake and Shakopee.
◊ = Elko and New Market merged in 2007; forecasts have been combined.
Rogers annexed Hassan Twp in 2012; forecasts have been combined.
† = Laketown Twp will be fully annexed before 2030; 2030 forecast has been reassigned to neighboring cities.

	POPULATION				HOUSEHOLDS				EMPLOYMENT			
	2000	2010	2020	2030	2000	2010	2020	2030	2000	2010	2020	2030
ANOKA COUNTY												
Andover*	26,588	37,400	42,000	44,600	8,107	11,400	14,000	15,900	3,583	4,490	5,040	5,500
Anoka	18,076	19,000	19,800	20,800	7,262	7,900	8,500	9,000	13,489	14,400	15,200	16,200
Bethel*	443	550	570	650	149	200	220	260	229	330	380	440
Blaine (pt)*	45,014	59,100	76,100	78,000	15,926	21,500	29,300	31,200	16,757	21,900	26,200	27,400
Centerville*	3,202	3,730	4,860	6,200	1,077	1,350	1,900	2,450	363	600	1,000	1,210
Circle Pines	4,663	5,400	5,300	5,400	1,697	2,050	2,100	2,200	2,150	2,250	2,400	2,450
Columbia Heights	18,520	20,000	21,400	21,700	8,033	8,600	9,200	9,300	6,397	6,600	6,800	7,000
Columbus*	3,957	4,200	5,150	5,850	1,328	1,450	1,880	2,180	507	1,200	1,600	2,000
Coon Rapids	61,607	65,700	66,000	65,000	22,578	25,600	26,500	27,000	21,682	24,200	26,000	27,800
East Bethel*	10,941	12,600	18,400	23,500	3,607	4,500	6,800	9,000	1,374	2,000	3,300	4,500
Fridley*	27,449	27,000	26,900	27,500	11,328	11,600	11,900	12,300	26,257	24,500	26,000	26,600
Ham Lake*	12,710	16,200	18,000	19,600	4,139	5,400	6,300	7,100	3,194	3,050	3,200	3,450
Hilltop*	766	770	1,150	1,150	400	410	600	600	257	350	420	470
Lexington	2,142	2,250	2,250	2,300	819	910	950	1,000	634	880	1,050	1,120
Lino Lakes*	16,791	22,500	26,300	30,700	4,857	7,500	9,100	10,600	2,671	4,100	6,200	8,000
Linwood Twp.	4,668	4,920	5,000	5,400	1,578	1,820	1,950	2,090	154	140	150	160
Nowthen	3,557	4,480	4,990	5,800	1,123	1,530	1,820	2,120	337	350	400	450
Oak Grove*	6,903	9,200	10,300	11,300	2,200	3,000	3,600	4,100	359	520	680	820
Ramsey**	18,510	28,100	35,600	42,500	5,906	9,800	12,850	15,900	4,008	6,700	9,250	12,050
St. Francis	4,910	7,700	10,400	12,800	1,638	2,800	4,000	5,000	1,247	1,630	1,900	2,220
Spring Lake Park (pt)	6,667	6,600	6,600	6,800	2,676	2,700	2,750	2,950	4,401	4,600	4,800	4,850
Anoka County Total	298,084	357,400	407,070	437,550	106,428	132,020	156,220	172,250	110,050	124,790	141,970	154,690
CARVER COUNTY												
Benton Twp.	939	940	940	940	307	320	330	340	282	310	320	330
Camden Twp.	955	960	980	1,030	316	340	370	400	15	30	40	50
Carver*	1,266	4,680	16,130	19,560	458	1,800	6,160	7,550	176	700	2,200	3,030
Chanhassen (pt)*	20,321	27,500	34,500	38,000	6,914	10,200	12,800	14,800	8,366	11,940	14,050	14,450
Chaska*	17,603	24,800	33,000	35,700	6,169	9,000	12,500	14,000	10,955	13,500	15,100	16,600
Cologne*	1,012	3,060	5,500	9,440	385	1,180	2,200	3,840	294	300	400	450
Dahlgren Twp.*	1,453	1,500	1,550	1,600	479	500	550	600	203	100	150	200
Hamburg	538	600	750	1,000	206	240	300	400	117	110	120	170
Hancock Twp.	367	390	420	440	121	140	160	170	35	40	40	50
Hollywood Twp.	1,102	1,100	1,150	1,300	371	410	450	500	100	150	160	170
Laketown Twp.* †	2,331	1,800	830	0	637	600	300	0	355	750	650	0
Mayer*	554	3,900	7,000	9,600	199	1,500	2,700	3,700	92	250	370	400
New Germany*	346	620	1,100	1,500	143	250	450	650	50	70	200	300
Norwood Young America*	3,108	4,630	7,800	11,900	1,171	1,870	3,530	5,400	1,559	2,100	2,450	2,670
San Francisco Twp.	888	980	1,100	1,200	293	350	410	460	61	40	50	60
Victoria*	4,025	10,700	19,600	28,000	1,367	4,000	7,200	10,200	932	2,000	3,600	5,100
Waconia*	6,814	10,600	20,000	25,000	2,568	4,500	8,000	10,000	4,082	7,000	9,900	13,000
Waconia Twp.	1,284	1,340	1,460	1,590	429	490	550	620	72	300	400	450
Watertown*	3,029	4,800	6,500	7,700	1,078	1,800	2,500	3,000	682	1,200	1,550	1,770
Watertown Twp.	1,432	1,470	1,620	1,800	478	540	620	700	207	220	250	280
Young America Twp.	838	870	950	1,200	267	300	350	450	105	90	90	100
Carver County Total	70,205	107,240	162,880	198,500	24,356	40,330	62,430	77,780	28,740	41,200	52,090	59,630

	POPULATION				HOUSEHOLDS				EMPLOYMENT			
	2000	2010	2020	2030	2000	2010	2020	2030	2000	2010	2020	2030
DAKOTA COUNTY												
Apple Valley**	45,527	61,500	68,900	71,000	16,344	22,300	26,000	27,400	12,106	16,800	20,100	22,000
Burnsville	60,220	61,400	63,000	65,000	23,687	25,200	27,000	28,700	31,765	37,700	41,200	43,300
Castle Rock Twp.	1,495	1,500	1,550	1,650	514	550	600	650	344	230	250	270
Coates**	163	170	190	200	64	70	80	90	252	280	320	340
Douglas Twp.	760	820	850	880	235	270	300	320	96	80	90	100
Eagan**	63,557	67,600	71,250	70,800	23,773	26,000	28,500	29,500	42,750	52,000	58,900	65,700
Empire Twp.*	1,638	2,500	5,600	8,500	515	850	1,930	3,000	217	300	390	480
Eureka Twp.	1,490	1,500	1,650	1,800	496	550	630	700	196	100	120	140
Farmington*	12,365	20,500	27,500	32,700	4,169	7,500	10,500	12,500	3,986	6,600	8,400	9,900
Greenvale Twp.	684	730	790	880	227	260	300	340	68	160	170	190
Hampton*	434	770	850	930	156	260	290	330	178	200	250	300
Hampton Twp.	986	1,000	1,050	1,200	320	360	400	450	186	90	100	110
Hastings (pt)*	18,201	23,000	24,400	24,700	6,640	8,800	9,700	10,300	8,872	8,700	9,400	10,200
Inver Grove Heights*	29,751	33,900	40,500	47,300	11,257	14,000	17,000	19,250	8,168	12,000	14,700	17,900
Lakeville*	43,128	59,500	78,400	88,800	13,609	20,200	28,400	33,500	10,966	18,500	22,900	27,400
Lilydale*	552	930	1,100	1,100	338	580	650	650	354	480	500	550
Marshan Twp.	1,263	1,300	1,350	1,400	404	450	490	520	220	230	250	270
Mendota	197	210	230	270	80	90	100	120	266	130	150	170
Mendota Heights*	11,434	11,700	11,700	11,800	4,178	4,500	4,600	4,700	8,549	9,100	9,800	10,300
Miesville	135	150	150	150	52	60	60	60	97	130	140	160
New Trier**	116	120	120	120	31	30	30	30	30	50	50	50
Nininger Twp.	865	940	990	1,050	280	330	370	400	165	220	310	400
Northfield (pt)	557	740	940	1,150	216	300	400	500	79	0	0	0
Randolph*	318	390	425	485	117	145	155	175	123	110	120	140
Randolph Twp.	536	620	630	670	192	240	260	280	130	90	100	110
Ravenna Twp.	2,355	2,500	2,600	2,800	734	840	920	1,000	115	120	130	140
Rosemount*	14,619	23,750	33,050	42,000	4,742	8,050	11,800	15,500	6,356	8,400	10,100	12,200
Sciota Twp.	285	370	430	500	92	130	160	190	21	60	70	80
South St. Paul	20,167	19,900	20,000	20,700	8,123	8,300	8,600	9,000	7,697	8,100	8,300	8,500
Sunfish Lake	504	510	520	530	173	190	200	210	23	0	0	0
Vermillion*	437	450	450	440	160	170	170	170	221	210	210	220
Vermillion Twp.	1,243	1,250	1,350	1,500	395	430	500	550	280	80	90	100
Waterford Twp.	517	540	560	570	193	210	230	240	461	320	350	370
West St. Paul	19,405	20,100	21,100	21,700	8,645	9,000	9,300	9,600	8,905	10,700	12,000	13,000
Dakota County Total	355,904	422,860	484,175	525,275	131,151	161,215	190,625	210,925	154,242	192,270	219,960	245,090
HENNEPIN COUNTY												
Bloomington*	85,172	86,800	90,500	92,500	36,400	37,100	39,400	40,500	104,548	108,100	124,700	135,200
Brooklyn Center	29,172	29,500	30,500	29,500	11,430	11,800	12,200	12,100	16,698	18,200	18,600	19,000
Brooklyn Park**	67,388	77,000	84,000	89,000	24,432	28,700	32,800	35,900	23,692	28,600	38,200	53,400
Champlin*	22,193	24,700	25,800	27,100	7,425	8,500	9,200	10,000	2,734	3,700	5,100	6,200
Chanhassen (pt)*	0	0	0	0	0	0	0	0	979	1,060	1,150	1,150
Corcoran*	5,630	5,800	8,600	17,600	1,784	1,900	2,900	6,100	1,792	1,500	3,500	5,500
Crystal**	22,698	22,000	22,000	22,100	9,389	9,400	9,700	10,000	5,638	5,900	6,300	6,600
Dayton (pt)*	4,693	8,400	26,200	35,100	1,546	2,900	10,900	14,600	1,057	2,100	8,000	12,500
Deephaven*	3,853	3,900	3,900	3,900	1,373	1,450	1,450	1,450	1,021	750	750	750
Eden Prairie*	54,901	65,500	69,900	77,100	20,457	25,000	28,500	33,000	51,006	55,000	62,000	65,500
Edina*	47,425	48,500	49,100	50,000	20,996	21,600	22,000	22,500	52,991	52,100	55,000	57,400
Excelsior*	2,393	2,420	2,480	2,540	1,199	1,220	1,240	1,270	1,823	2,000	2,170	2,330
Fort Snelling (unorg.)	442	0	0	0	0	0	0	0	35,526	36,400	37,200	37,900
Golden Valley	20,281	22,700	23,000	24,000	8,449	9,000	9,200	9,600	30,142	31,700	33,100	34,500
Greenfield	2,544	3,190	4,050	4,300	817	1,000	1,300	1,600	337	1,240	2,000	2,700
Greenwood*	729	820	790	760	285	330	330	330	161	170	170	170
Hanover (pt)	332	410	510	630	113	150	200	250	86	60	70	80
Hassan Twp. *0	0	0	0	0	0	0	0	0	0	0	0	0
Hopkins	17,367	17,900	18,600	18,900	8,359	8,500	8,800	9,000	11,979	13,600	14,800	16,300

	POPULATION				HOUSEHOLDS				EMPLOYMENT			
	2000	2010	2020	2030	2000	2010	2020	2030	2000	2010	2020	2030
Independence**	3,236	3,880	4,570	5,550	1,088	1,340	1,690	2,310	169	160	560	970
Long Lake	1,842	2,100	2,250	2,450	756	900	1,000	1,100	2,510	2,600	2,700	2,700
Loretto	570	690	700	700	225	280	290	300	661	280	300	350
Maple Grove*	50,365	64,500	75,700	84,000	17,532	24,900	30,300	34,000	18,309	32,500	42,900	63,500
Maple Plain*	2,088	2,050	2,280	2,510	770	820	910	1,000	1,792	1,750	1,900	2,200
Medicine Lake*	368	400	395	390	159	170	170	170	10	60	70	70
Medina*	4,005	5,200	9,100	11,200	1,309	1,760	3,270	4,360	3,254	5,100	6,200	7,200
Minneapolis*	382,747	405,300	425,800	441,100	162,352	172,700	182,000	189,400	308,127	317,000	332,500	346,500
Minnetonka	51,102	51,500	51,500	53,500	21,267	22,300	23,100	24,000	51,276	53,800	56,000	58,600
Minnetonka Beach*	614	610	650	650	215	230	230	240	201	110	110	110
Minnetrista*	4,358	6,600	9,400	13,300	1,505	2,450	3,750	5,300	379	820	1,150	1,330
Mound	9,435	10,400	11,000	11,400	3,982	4,350	4,600	4,800	1,811	1,860	2,020	2,170
New Hope*	20,873	21,500	22,000	22,500	8,665	9,100	9,600	9,800	13,565	13,900	14,500	15,100
Orono*	7,538	8,300	9,500	9,800	2,766	3,200	3,950	4,100	1,110	1,370	1,550	1,630
Osseo	2,434	2,600	2,850	3,300	1,035	1,100	1,200	1,400	2,312	2,700	2,950	3,050
Plymouth	65,894	73,000	76,000	78,500	24,820	29,000	31,500	33,500	53,491	59,900	63,400	64,500
Richfield*	34,310	37,700	41,300	45,000	15,073	16,500	18,000	19,500	11,762	17,100	17,600	18,100
Robbinsdale*	14,123	14,100	14,600	15,000	6,097	6,200	6,500	6,700	7,109	7,100	7,600	8,100
Rockford (pt)	144	240	470	700	57	100	200	300	384	680	740	840
Rogers *◊	6,051	11,100	15,000	21,200	1,973	3,840	5,500	8,200	5,414	9,150	12,000	15,500
St. Anthony (pt)*	5,664	5,700	7,600	7,600	2,402	2,400	3,200	3,200	1,992	2,650	3,100	3,400
St. Bonifacius*	1,873	2,350	2,260	2,370	681	890	890	980	436	640	670	700
St. Louis Park	44,102	47,000	49,300	51,500	20,773	22,000	23,000	24,000	40,696	46,200	50,500	52,500
Shorewood*	7,400	7,850	8,000	8,100	2,529	2,750	2,870	2,960	782	990	1,160	1,180
Spring Park	1,717	1,850	2,000	2,100	930	1,000	1,080	1,130	1,028	1,330	1,690	1,800
Tonka Bay*	1,547	1,620	1,650	1,650	614	640	660	680	266	300	340	380
Wayzata*	4,113	4,300	4,800	5,700	1,929	2,100	2,350	2,650	6,268	6,200	6,400	6,600
Woodland*	480	500	510	510	173	180	185	185	22	0	0	0
Hennepin County Total	1,116,206	1,212,480	1,311,115	1,397,310	456,131	501,750	552,115	594,465	877,346	948,430	1,043,420	1,136,260
RAMSEY COUNTY												
Arden Hills*	9,652	11,200	12,900	12,900	2,959	3,800	4,600	4,600	12,326	15,200	17,100	17,100
Blaine (pt)*	0	0	0	0	0	0	0	0	677	800	1,000	1,100
Falcon Heights	5,572	6,100	6,100	6,100	2,103	2,350	2,400	2,500	4,190	3,900	4,050	4,200
Gem Lake**	419	490	630	770	139	170	220	300	586	720	840	870
Lauderdale	2,364	2,400	2,600	2,600	1,150	1,160	1,250	1,250	360	730	750	800
Little Canada*	9,771	10,200	10,800	11,300	4,375	4,600	4,810	5,020	5,960	6,400	6,900	7,300
Maplewood*	35,258	37,500	38,500	40,900	13,758	15,600	16,650	18,150	29,259	36,600	41,000	44,500
Mounds View*	12,738	12,900	13,000	13,400	5,018	5,400	5,600	6,000	4,170	7,400	8,900	9,400
New Brighton	22,206	22,700	22,500	22,800	9,013	9,400	9,800	10,000	11,007	12,900	14,400	15,600
North Oaks*	3,883	5,220	5,740	6,000	1,300	1,850	2,030	2,130	1,091	1,180	1,230	1,280
North St. Paul	11,929	12,600	12,700	13,400	4,703	5,100	5,400	6,000	3,499	5,900	7,500	8,500
Roseville	33,690	36,000	37,000	38,300	14,598	15,500	16,000	16,500	39,211	42,500	44,700	46,100
St. Anthony (pt)*	2,348	3,400	3,400	3,400	1,295	1,900	1,900	1,900	1,390	1,700	1,900	2,050
St. Paul	286,840	305,000	320,000	331,000	112,109	120,000	127,000	133,000	188,124	196,600	210,000	220,600
Shoreview	25,924	28,500	29,000	29,000	10,125	11,000	11,300	11,300	9,938	14,200	15,800	16,800
Spring Lake Park (pt)	105	110	110	110	48	50	50	50	202	0	0	0
Vadnais Heights**	13,069	13,200	13,800	14,500	5,064	5,300	5,700	6,100	7,164	7,100	9,100	10,100
White Bear Twp.*	11,293	12,300	12,800	12,700	4,010	4,450	4,800	4,850	2,131	4,150	5,900	6,800
White Bear Lake (pt)*	23,974	26,580	26,380	26,180	9,469	10,790	10,990	11,190	12,020	12,460	13,150	13,530
Ramsey County Total	511,035	546,400	567,960	585,360	201,236	218,420	230,500	240,840	333,305	370,440	404,220	426,630

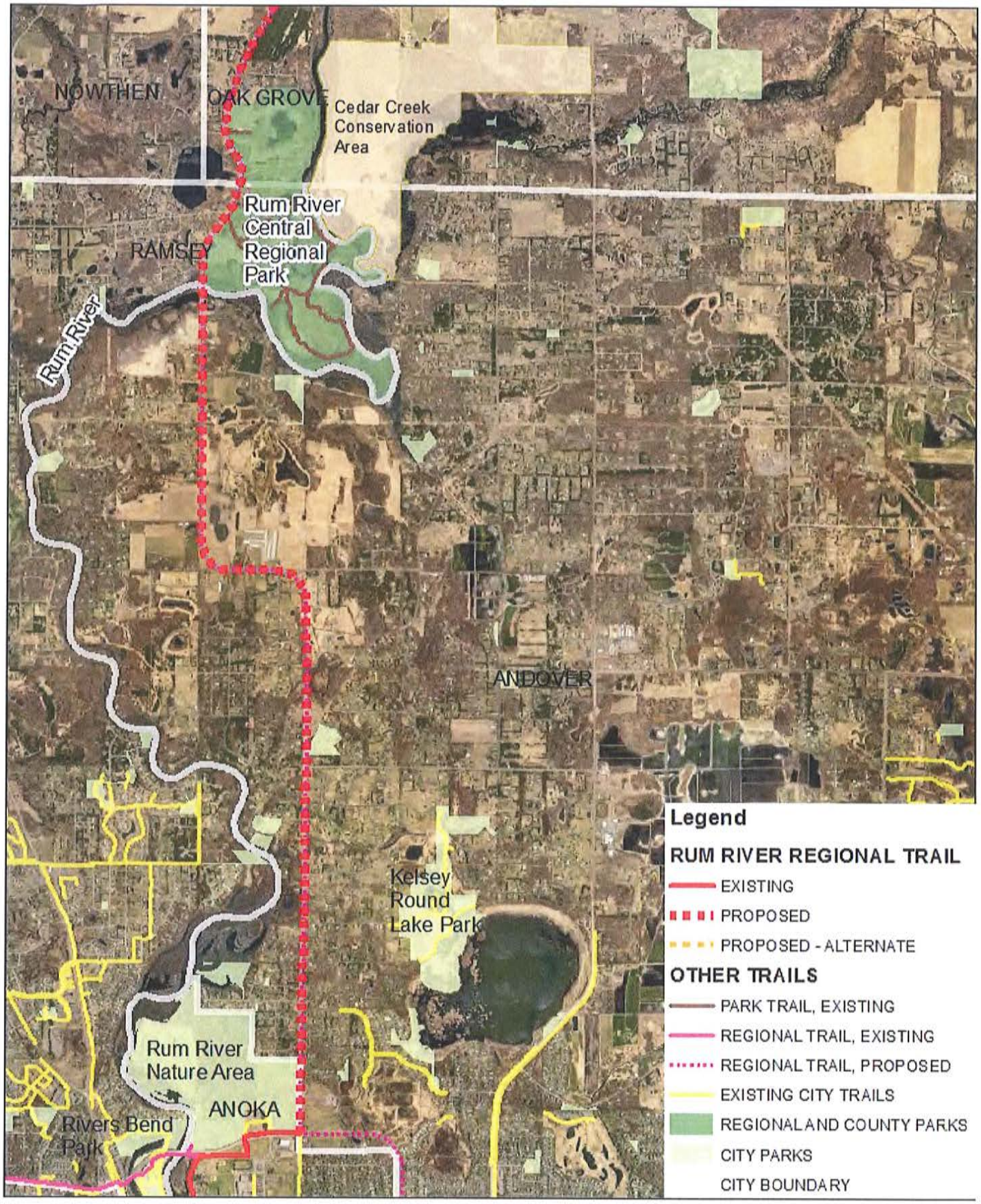
	POPULATION				HOUSEHOLDS				EMPLOYMENT			
	2000	2010	2020	2030	2000	2010	2020	2030	2000	2010	2020	2030
SCOTT COUNTY												
Belle Plaine*	3,789	7,300	11,800	16,300	1,396	2,900	4,700	6,500	1,428	2,200	3,100	4,000
Belle Plaine Twp.	806	770	790	1,300	266	280	300	500	77	70	80	90
Blakeley Twp.	496	600	730	800	166	220	280	310	70	50	70	80
Cedar Lake Twp.	2,197	2,660	3,070	3,700	719	950	1,150	1,400	91	60	70	80
Credit River Twp.	3,895	4,610	4,880	5,200	1,242	1,610	1,780	1,940	265	270	300	340
Elko New Market ◊	804	5,700	13,100	20,800	286	2,120	4,850	8,000	248	400	900	1,250
Helena Twp.	1,440	1,600	1,800	2,200	450	550	650	800	473	100	100	110
Jackson Twp.	1,361	1,420	1,500	1,670	461	510	580	650	92	500	750	870
Jordan*	3,833	5,900	9,700	13,500	1,349	2,150	3,700	5,200	1,321	2,000	2,700	3,400
Louisville Twp.	1,359	1,390	1,500	1,700	410	450	520	600	476	420	440	460
New Market Twp.	3,057	3,970	4,800	5,700	956	1,300	1,630	1,950	262	300	300	400
New Prague (pt)	3,157	4,700	6,200	7,200	1,160	1,800	2,500	3,000	2,282	2,800	2,950	3,150
Prior Lake* #	15,917	26,500	33,300	40,000	5,645	10,000	13,000	16,000	7,972	9,500	11,000	12,500
St. Lawrence Twp.	472	600	800	1,400	144	200	280	500	145	200	210	220
Sand Creek Twp.	1,551	1,650	1,850	2,100	478	550	650	750	249	220	250	270
Savage*	21,115	27,000	32,900	39,200	6,807	9,300	12,200	13,900	5,366	8,100	9,000	10,000
Shakopee* #	20,568	39,500	48,500	52,000	7,540	15,000	19,500	21,500	13,938	17,800	21,300	31,000
Shakopee Mdewakanton Sioux #	0	430	520	600	0	220	340	420	0	4,000	4,500	4,800
Spring Lake Twp.	3,681	4,270	4,880	5,500	1,217	1,470	1,730	1,990	176	210	260	300
Scott County Total	89,498	140,570	182,620	220,870	30,692	51,580	70,340	85,910	34,931	49,200	58,280	73,320
WASHINGTON CO.												
Afton**	2,839	2,950	3,100	3,200	996	1,100	1,200	1,250	351	450	560	630
Bayport*	3,162	4,250	4,650	5,150	763	1,140	1,300	1,500	4,900	5,200	5,700	6,300
Baytown Twp.*	1,533	1,820	1,960	2,160	492	600	680	760	154	130	160	180
Birchwood Village	968	950	930	930	357	370	370	370	20	0	0	0
Cottage Grove*	30,582	36,000	45,400	53,000	9,932	12,600	16,500	20,000	6,263	8,500	10,000	11,500
Dellwood**	1,033	1,050	1,120	1,190	353	400	440	440	282	150	170	180
Denmark Twp.	1,348	1,750	2,150	2,550	481	650	820	990	386	360	400	440
Forest Lake*	14,440	22,200	33,300	38,300	5,433	8,500	13,000	15,000	6,636	7,800	10,300	11,900
Grant	4,026	4,400	4,450	4,500	1,374	1,540	1,570	1,600	750	620	620	630
Grey Cloud Island Twp.*	307	350	300	280	117	120	110	100	50	100	100	100
Hastings (pt)*	3	0	0	0	2	0	0	0	224	100	100	100
Hugo*	6,363	19,100	29,000	40,000	2,125	7,200	11,100	15,600	1,917	2,600	3,600	4,500
Lake Elmo	6,863	9,952	18,403	24,000	2,347	3,619	6,324	8,727	1,682	2,250	7,200	14,000
Lakeland	1,917	1,880	1,790	1,760	691	700	710	710	374	420	500	600
Lakeland Shores*	355	370	370	370	116	130	130	130	20	50	50	50
Lake St. Croix Beach*	1,140	1,140	1,100	1,080	462	480	480	480	50	75	80	80
Landfall	700	700	700	700	292	300	300	300	50	60	70	90
Mahtomedi*	7,563	8,100	8,000	8,000	2,503	2,900	3,000	3,100	1,252	1,870	2,350	2,500
Marine on St. Croix	602	760	880	1,000	254	320	370	430	235	290	330	380
May Twp.	2,928	3,200	3,600	4,000	1,007	1,200	1,400	1,600	40	40	50	50
Newport	3,715	3,800	4,400	4,890	1,418	1,580	1,850	2,130	2,480	3,900	5,200	6,500
Oakdale	26,653	28,000	28,400	30,000	10,243	11,300	12,000	13,000	7,812	9,300	10,600	11,900
Oak Park Heights*	3,777	5,100	5,400	5,700	1,528	2,180	2,300	2,500	2,713	3,600	4,100	4,600
Pine Springs	421	400	380	360	140	140	140	140	10	0	0	0
St. Marys Point	344	370	350	340	132	150	150	150	10	10	10	10
St. Paul Park*	5,070	5,320	9,800	10,800	1,829	2,020	3,690	4,320	1,399	1,450	1,800	1,900
Scandia*	3,692	4,370	5,000	5,400	1,294	1,590	1,890	2,100	272	420	520	610
Stillwater*	15,323	18,400	21,300	19,900	5,797	7,200	8,100	8,600	10,719	11,600	12,500	13,600
Stillwater Twp.	2,553	2,690	2,940	3,350	833	960	1,110	1,260	120	120	120	120
West Lakeland Twp.*	3,547	3,860	3,950	4,190	1,101	1,290	1,400	1,510	313	300	300	300
White Bear Lake (pt)*	351	420	420	420	149	210	210	210	131	140	150	170
Willernie**	549	570	570	570	225	230	230	230	135	140	140	150
Woodbury*	46,463	60,000	73,500	84,000	16,676	23,500	30,500	35,000	15,899	26,000	34,200	37,000
Washington Co. Total	201,130	254,222	317,613	362,090	71,462	96,219	123,374	144,237	67,649	88,045	111,980	131,070
METRO AREA	2,642,062	3,005,000	3,334,000	3,608,000	1,021,456	1,198,000	1,362,000	1,492,000	1,606,263	1,816,000	1,990,000	2,126,000



Rum River Regional Trail Existing Segment through the City of Anoka

N

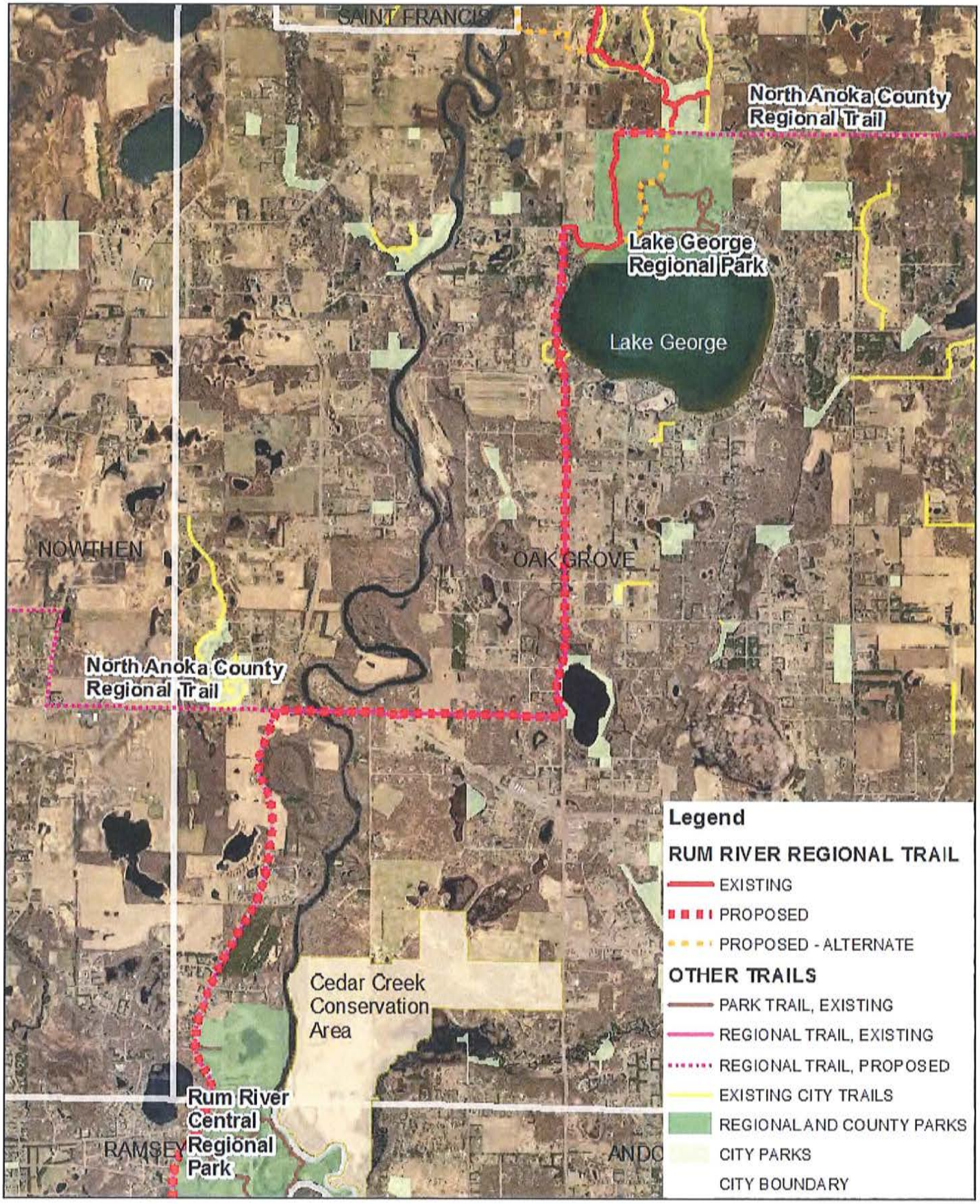
0 700 1,400 2,800 4,200 Feet



Rum River Regional Trail
Segment 2 - City of Andover

N

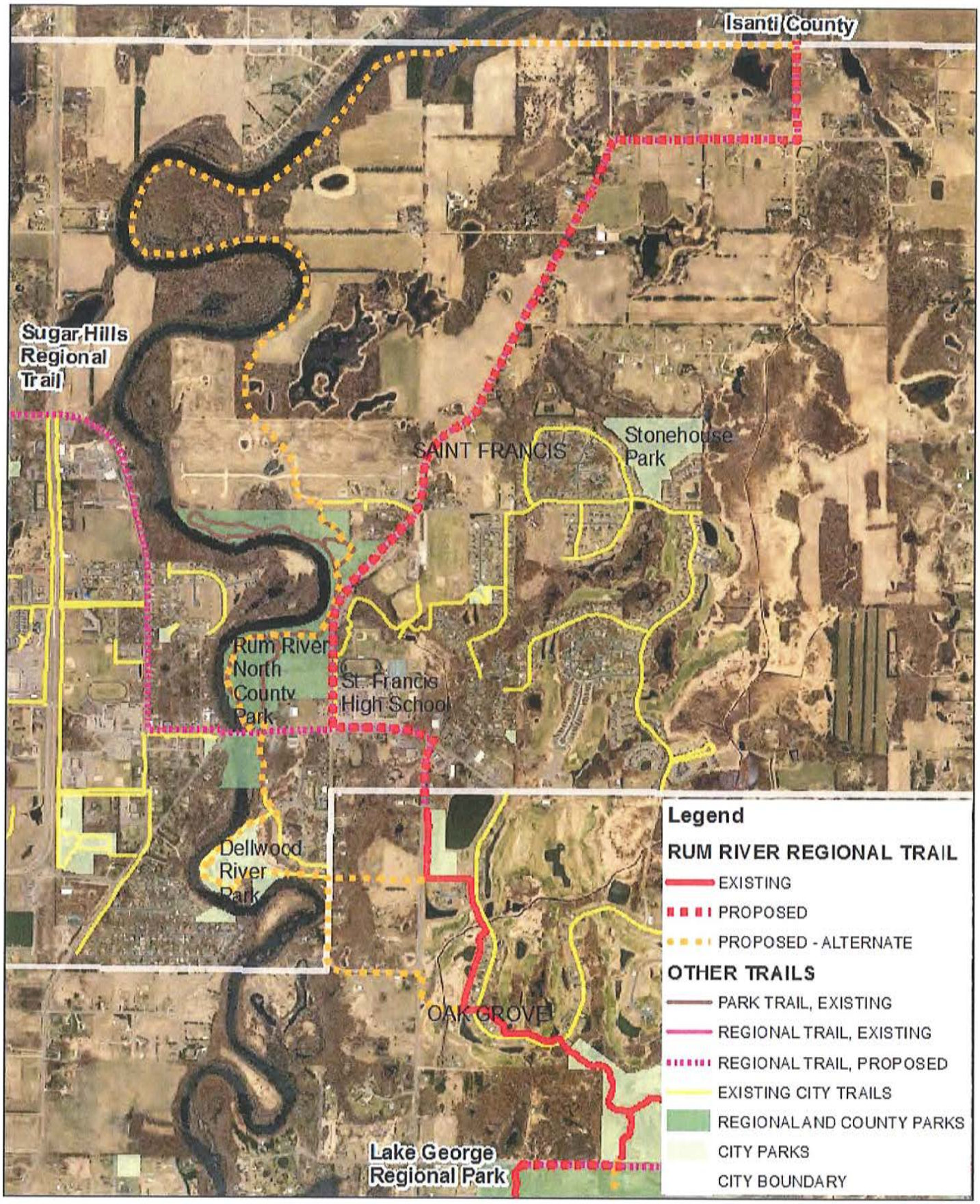
0 1,4002,800 5,600 8,400 Feet



Rum River Regional Trail
Segment 3 - Oak Grove

N

Feet
0 1,4002,800 5,600 8,400



Rum River Regional Trail
Segment 4 - St. Francis

N

Feet
0 700 1,400 2,800 4,200

NORTHWEST ASSOCIATED CONSULTANTS, INC.

4800 Olson Memorial Highway, Suite 202, Golden Valley, MN 55422
Telephone: 763.231.2555 Facsimile: 763.231.2561 planners@nacplanning.com

MEMORANDUM

TO: St. Francis Planning Commission
Matt Hylen, City Administrator

FROM: Nate Sparks, City Planner

DATE: July 9, 2012

MEETING DATE: ~~July 16, 2012~~ August 6, 2012

RE: Required Landscaping Ordinance Amendments

BACKGROUND
At the June Planning Commission meeting, the Commission reviewed the Required Landscaping Standards found in Section 10-20-4 of the Zoning Ordinance. The following amendments were recommended by the Planning Commission.

DRAFT AMENDMENTS

10-20-4-A is amended to clarify that landscaping requirements apply to all new development but that a landscaping plan is only required for commercial, industrial, institutional, and multi-family projects.

10-20-4-B-1 is amended to include other required trees rather than just deciduous. The ordinance calls for these other types of trees, as well.

10-20-4-B-3-c is changed to eliminate the use of deciduous trees for primary screening use.

10-20-4-C-5 is added to specify minimum required tree plantings. It has separate sections for single and two-family development and other uses. For single family it specifies the City's existing two tree requirement and states that one must be planted in the front yard. For other uses it requires one caliper inch of trees planted per every 320 square feet of building, which was the City's standard previous to the 2010 recodification. The new Section 5 also allows for existing trees to be counted towards minimum requirements.

RECOMMENDED ACTION
The Planning Commission recommended approval of the following ordinance.

City of St. Francis – Required Landscaping Ordinance Amendments

Recommended changes from the Planning Commission:

10-20-4: REQUIRED LANDSCAPING: ~~All new residential subdivisions with three (3) or more lots, residential structures with four (4) or more dwelling units, commercial uses, industrial uses, and institutional uses shall be subject to minimum landscaping and planting material specification requirements outlined in this Section.~~

A. **Landscape Plan Required.** All new residential subdivisions with three (3) or more lots, residential structures with three (3) or more dwelling units, commercial uses, industrial uses, and institutional uses shall be subject to minimum landscaping and planting material specification requirements outlined in this Section. A landscape plan shall be developed with an emphasis upon the boundary of the subject site, parking lots, and foundation of the principal structure, in accordance with the information requirements outlined in Section 10-9-6 of this Ordinance.

B. **Design Standards and Criteria.** All landscaping incorporated in the landscape plan shall conform to the following standards and criteria:

1. Types of New Trees: Trees suitable for complying with this Chapter shall include those specified below~~:~~

~~Botanical Name~~	~~Common Name~~
~~Quercus (varieties)~~	~~Oak~~
~~Acer platanoides (and Varieties)~~	~~Norway Maple (and Schwedler, Emerald Queen, etc.)~~
~~Acer saccharum~~	~~Sugar Maple~~
~~Celtis occidentalis~~	~~Hackberry~~
~~Betula (varieties)~~	~~Birch~~
~~Gleditsia triacanthos~~	~~Honeylocust (Imperial, Majestic, Skyline, Sunburst & Thornless)~~
~~Tilia cordata (and Varieties)~~	~~Little Leaf Linden and Redmond, Greenspire, etc.~~
~~Tilia Americana~~	~~Basswood (American Linden)~~
~~Guymnocladus dioicus~~	~~Kentucky Coffee Tree~~

or similar, if deemed acceptable by the Zoning Administrator:

a. Deciduous Trees. Required plantings of deciduous trees shall be of the following type: White Oak, Northern Red Oak, Eastern Pin Oak, Swamp White Oak, Kentucky Coffee Tree, Basswood, Littleleaf Linden, Redmond Linden, Hybrid Elm, Sugar Maple, Red Maple, Norway Maple, or Black Cherry.

b. Evergreen Trees. Required plantings of evergreen trees shall be of the following type: Douglas Fir, White Fir, Hemlock, Austrian Pine, White Pine, Ponderosa Pine, Norway Pine, Scotch Pine, Eastern Red Cedar, Black Hills Spruce, Norway Spruce, and White Spruce.

c. Ornamental Trees. Required plantings of ornamental trees shall be of the following type: River Birch, Chokecherry, Crabapple, Dogwood, Flowering Crab, Hawthorn, Mountain Ash, Plum, Russian Olive, or Serviceberry.

2. Minimum Size: All plants shall at least equal the following minimum sizes: (NOTE: Type and mode are dependent upon time of planting season, availability, and site conditions (soils, climate, ground water, manmade irrigation, grading, etc.)

	Potted/Bare Root or Balled or Burlapped
Shade trees	2 inch diameter
Ornamental trees ~~(flowering crabs, Russian olive, hawthorn, etc.)~~	2 inch diameter
Evergreen trees	4 feet
Tall shrubs and hedge material (evergreen or deciduous)	3 to 4 feet
Low Shrubs	
- Deciduous	24 to 30 inches
- Evergreen	24 to 30 inches
	24 to 30 inch
- Spreading evergreens	18 to 24 inches

3. Spacing:

a. Plant material centers shall not be located closer than three (3) feet from the fence line or property line and shall not be planted to conflict with public plantings, sidewalks, trails, fences, parking areas, and driveways based on the judgment of the Zoning Administrator.

b. Where plant materials are planted for screening purposes in two (2) or more rows, plantings shall be staggered in rows unless otherwise approved by the Zoning Administrator.

c. ~~Deciduous trees intended for screening shall be planted not more than forty (40) feet apart.~~ Evergreen trees intended for screening shall be planted not more than fifteen (15) feet apart.

d. Where massing of plants or screening is intended, large deciduous shrubs shall be planted four (4) feet on center or closer, and/or, evergreen shrubs shall be planted three (3) feet on center or closer.

4. Design (except for pond slopes which shall be subject to the review and approval of the City Engineer):

a. The landscape plan shall show some form of designed site amenities (i.e., composition of plant materials, and/or creative grading, decorative lighting, exterior sculpture, etc.) which are largely intended for aesthetic purposes.

b. All areas within the property lines (or beyond, if site grading extends beyond) shall be treated. All exterior areas not paved or designated as roads, parking, or storage shall be planted into ornamental vegetation (lawns, ground covers, or shrubs) unless otherwise approved by the Zoning Administrator.

~~c. Each single family lot is to be provided a minimum of two (2) shade trees consistent with the size requirements of this Chapter.~~

d. Turf slopes in excess of three to one (3:1) are prohibited.

e. All ground areas under the building roof overhang shall be treated with a decorative mulch and/or foundation planting.

f. All buildings shall have an exterior water spigot or irrigation system to ensure that landscape maintenance can be accomplished.

g. Trees and shrubs shall not be planted in the right-of-way except as approved by the City Council.

h. All plants required as part of an approved landscaping plan shall be maintained and kept alive. Dead plants shall be replaced in accordance with the approved landscape plan.

5. Minimum Required Plantings.

a. Single and Two-Family Residential. All new single family residences or duplex units shall follow the sodding and ground cover requirements found in Section 10-20-4-C and two deciduous trees, of which one shall be placed in the front yard.

b. Multi-Family, Institutional, Commercial, and Industrial.

(1) In order to achieve landscaping which is appropriate in scale with the size of a building site, the minimum number of caliper inches of trees required shall be determined by dividing the total gross square footage of all floors of a building by 320. A single story building in excess of 20 feet in height shall be considered a two story building for the purposes of determining its total gross footage. A mixture of plant material sizes shall be required.

(2) The complement of trees fulfilling the requirement in Section 10-20-4-B-5-b-(1) shall not be less than 25% deciduous, 25% evergreen, and 10% ornamental. For the purposes of this ordinance a four foot tall evergreen tree is equal to 2 caliper inches.

(3) Deciduous and evergreen trees shall be of more than one species each.

(4) Planting islands may be required where necessary to visually break-up expanses of hard surface parking areas, for safe and efficient traffic movement, and to define rows of parking. Planting islands may occupy up to at least five (5%) of the required parking area.

(5) All parking, loading, service, utility, and outdoor storage areas shall be screened from all public roads and adjacent differing land uses. The screening shall consist of any combination of the following: earth mounds, walls, fences, evergreen trees, tall shrubs, or low shrubs. The height and depth of the screening shall be consistent with the height an size of the

areas for which screening is required. When natural materials, such as trees and hedges, are used to meet the screening requirements of this section, density and species of planting shall be such to achieve seventy-five (75%) opacity year round.

(6) These standards may be waived for properties in the B-1 and I-2 Districts by the Zoning Administrator, provided steps are taken to lessen the impact of the development on adjacent residential properties.

6. Existing Trees. All existing, preserved trees or other vegetation on site that are suitable for the purpose intended by this ordinance in the opinion of the Zoning Administrator may count towards any required plantings provided the trees are in good condition and disease free.

C. **Sodding and Ground Cover:** All open areas of site not occupied by building, parking, or storage shall be either seeded or sodded.

1. The Developer shall assure that the front and side yards of each lot are properly graded, three (3) inches of top soil added, sod laid to complete front yard (including right-of-way), and seeding or sodding has been added to the remainder of the disturbed area of the lot. Seeding will be allowed in the front yard if a sprinkler system is also installed.

2. If a house or project is completed when weather conditions do not allow sodding or seeding, the Developer or Home Builder shall submit to the City the following:

a. A temporary certificate of occupancy granted for the building during the non-growing season provided that the owner establishes a cash escrow with the city equal to one and one-half (1½) times the estimated cost of ground cover or a minimum of three thousand dollars ($3,000.00) whichever is more, plus a seventy-five dollar ($75.00) non-refundable administrative fee. Upon satisfactory installation of the ground cover, the escrow will be returned to the owner and a certificate of occupancy issued.

b. If the ground cover is not installed by June 1st of the following year, the owner will forfeit the escrowed funds and be required to vacate the property until the certificate of occupancy can be issued when ground cover has been installed. The cost to install the ground cover shall be at the homeowner's expense.

D. **Landscape Guarantee**: All new plants shall be guaranteed for twelve (12) months from the time planting has been completed. All plants shall be alive, of good

quality, and disease free at the end of the warranty period or be replaced. Any replacements shall be warranted for twelve (12) months from the time of planting. Prior to the issuance of a Certificate of Occupancy, the City may require a Performance Bond, with a corporation approved by the City as surety thereon, or other guarantee acceptable to the City, in an amount to be determined by the City, but for not less than one and one-half (1½) times and no more than two (2) times the amount estimated by the City as the cost of completing said landscaping and screening.

CITY OF ST. FRANCIS
ST FRANCIS MN
ANOKA COUNTY

ORDINANCE 171, SECOND SERIES

AN ORDINANCE AMENDING SECTION 10-20-4
REGARDING REQUIRED LANDSCAPING

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Section 10-20-4, Second Series shall hereby be amended to read as follows:

10-20-4: REQUIRED LANDSCAPING:

A. Landscape Plan Required. All new residential subdivisions with three (3) or more lots, residential structures with three (3) or more dwelling units, commercial uses, industrial uses, and institutional uses shall be subject to minimum landscaping and planting material specification requirements outlined in this Section. A landscape plan shall be developed with an emphasis upon the boundary of the subject site, parking lots, and foundation of the principal structure, in accordance with the information requirements outlined in Section 10-9-6 of this Ordinance.

B. Design Standards and Criteria. All landscaping incorporated in the landscape plan shall conform to the following standards and criteria:

1. Types of New Trees: Trees suitable for complying with this Chapter shall include those specified below or similar, if deemed acceptable by the Zoning Administrator:

a. Deciduous Trees. Required plantings of deciduous trees shall be of the following type: White Oak, Northern Red Oak, Eastern Pin Oak, Swamp White Oak, Kentucky Coffee Tree, Basswood, Littleleaf Linden, Redmond Linden, Hybrid Elm, Sugar Maple, Red Maple, Norway Maple, or Black Cherry.

b. Evergreen Trees. Required plantings of evergreen trees shall be of the following type: Douglas Fir, White Fir, Hemlock, Austrian Pine, White Pine, Ponderosa Pine, Norway Pine, Scotch Pine, Eastern Red Cedar, Black Hills Spruce, Norway Spruce, and White Spruce.

c. Ornamental Trees. Required plantings of ornamental trees shall be of the following type: River Birch, Chokecherry, Crabapple, Dogwood, Flowering Crabs, Hawthorn, Mountain Ash, Plum, Russian Olive, or Serviceberry.

2. Minimum Size: All plants shall at least equal the following minimum sizes: (NOTE: Type and mode are dependent upon time of planting season, availability, and site conditions (soils, climate, ground water, manmade irrigation, grading, etc.)

	Potted/Bare Root or Balled or Burlapped
Shade trees	2 inch diameter
Ornamental trees	2 inch diameter
Evergreen trees	4 feet
Tall shrubs and hedge material (evergreen or deciduous)	3 to 4 feet
Low Shrubs	
- Deciduous	24 to 30 inches
- Evergreen	24 to 30 inches
	24 to 30 inch
- Spreading evergreens	18 to 24 inches

3. Spacing:

   a. Plant material centers shall not be located closer than three (3) feet from the fence line or property line and shall not be planted to conflict with public plantings, sidewalks, trails, fences, parking areas, and driveways based on the judgment of the Zoning Administrator.

   b. Where plant materials are planted for screening purposes in two (2) or more rows, plantings shall be staggered in rows unless otherwise approved by the Zoning Administrator.

   c. Evergreen trees intended for screening shall be planted not more than fifteen (15) feet apart.

   d. Where massing of plants or screening is intended, large deciduous shrubs shall be planted four (4) feet on center or closer, and/or, evergreen shrubs shall be planted three (3) feet on center or closer.

4. Design (except for pond slopes which shall be subject to the review and approval of the City Engineer):

   a. The landscape plan shall show some form of designed site amenities (i.e., composition of plant materials, and/or creative grading, decorative lighting, exterior sculpture, etc.) which are largely intended for aesthetic purposes.

   b. All areas within the property lines (or beyond, if site grading extends beyond) shall be treated. All exterior areas not paved or designated as roads, parking, or storage shall be planted into ornamental vegetation (lawns, ground covers, or shrubs) unless otherwise approved by the Zoning Administrator.

c. Turf slopes in excess of three to one (3:1) are prohibited.

d. All ground areas under the building roof overhang shall be treated with a decorative mulch and/or foundation planting.

e. All buildings shall have an exterior water spigot or irrigation system to ensure that landscape maintenance can be accomplished.

f. Trees and shrubs shall not be planted in the right-of-way except as approved by the City Council.

g. All plants required as part of an approved landscaping plan shall be maintained and kept alive. Dead plants shall be replaced in accordance with the approved landscape plan.

5. Minimum Required Plantings.

a. Single and Two-Family Residential. All new single family residences or duplex units shall follow the sodding and ground cover requirements found in Section 10-20-4-C and two deciduous trees, of which one shall be placed in the front yard.

b. Multi-Family, Institutional, Commercial, and Industrial.

(1) In order to achieve landscaping which is appropriate in scale with the size of a building site, the minimum number of caliper inches of trees required shall be determined by dividing the total gross square footage of all floors of a building by 320. A single story building in excess of 20 feet in height shall be considered a two story building for the purposes of determining its total gross footage. A mixture of plant material sizes shall be required.

(2) The complement of trees fulfilling the requirement in Section 10-20-4-B-5-b-(1) shall not be less than 25% deciduous, 25% evergreen, and 10% ornamental. For the purposes of this ordinance a four foot tall evergreen tree is equal to 2 caliper inches.

(3) Deciduous and evergreen trees shall be of more than one species each.

(4) Planting islands may be required where necessary to visually break-up expanses of hard surface parking areas, for safe and efficient traffic movement, and to define rows of parking. Planting islands may occupy up to at least five (5%) of the required parking area.

(5) All parking, loading, service, utility, and outdoor storage areas shall be screened from all public roads and adjacent differing land uses. The screening shall consist of any combination of the following: earth mounds, walls, fences, evergreen trees, tall

shrubs, or low shrubs. The height and depth of the screening shall be consistent with the height an size of the areas for which screening is required. When natural materials, such as trees and hedges, are used to meet the screening requirements of this section, density and species of planting shall be such to achieve seventy-five (75%) opacity year round.

(6) These standards may be waived for properties in the B-1 and I-2 Districts by the Zoning Administrator, provided steps are taken to lessen the impact of the development on adjacent residential properties.

6. Existing Trees. All existing, preserved trees or other vegetation on site that are suitable for the purpose intended by this ordinance in the opinion of the Zoning Administrator may count towards any required plantings provided the trees are in good condition and disease free.

C. Sodding and Ground Cover: All open areas of site not occupied by building, parking, or storage shall be either seeded or sodded.

1. The Developer shall assure that the front and side yards of each lot are properly graded, three (3) inches of top soil added, sod laid to complete front yard (including right-of-way), and seeding or sodding has been added to the remainder of the disturbed area of the lot. Seeding will be allowed in the front yard if a sprinkler system is also installed.

2. If a house or project is completed when weather conditions do not allow sodding or seeding, the Developer or Home Builder shall submit to the City the following:

a. A temporary certificate of occupancy granted for the building during the non-growing season provided that the owner establishes a cash escrow with the city equal to one and one-half (1½) times the estimated cost of ground cover or a minimum of three thousand dollars ($3,000.00) whichever is more, plus a seventy-five dollar ($75.00) non-refundable administrative fee. Upon satisfactory installation of the ground cover, the escrow will be returned to the owner and a certificate of occupancy issued.

b. If the ground cover is not installed by June 1st of the following year, the owner will forfeit the escrowed funds and be required to vacate the property until the certificate of occupancy can be issued when ground cover has been installed. The cost to install the ground cover shall be at the homeowner's expense.

D. Landscape Guarantee: All new plants shall be guaranteed for twelve (12) months from the time planting has been completed. All plants shall be alive, of good quality, and disease free at the end of the warranty period or be replaced. Any replacements shall be warranted for twelve (12) months from the time of planting. Prior to the issuance of a Certificate of Occupancy, the City may require a Performance Bond, with a corporation approved by the City as surety thereon, or other guarantee acceptable to the City, in an amount to be determined by the City, but for not less than one and one-half (1½) times and no more than two (2) times the amount estimated by the City as the cost of completing said landscaping and screening.

Section 2. Effective Date. This Ordinance shall take effect 30 days after its publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS ___ DAY OF _____, 2012.

APPROVED:

_____
Jerry Tveit
Mayor of St. Francis

ATTEST:

_____
Barbara I. Held
City Clerk

(seal)

NORTHWEST ASSOCIATED CONSULTANTS, INC.

4800 Olson Memorial Highway, Suite 202, Golden Valley, MN 55422
Telephone: 763.231.2555 Facsimile: 763.231.2561 planners@nacplanning.com

MEMORANDUM

TO: St. Francis City Council
Matt Hylen, City Administrator

FROM: Nate Sparks, City Planner

DATE: July 9, 2012

MEETING DATE: ~~July 16, 2012~~ , August 6, 2012

RE: Sandwich Board Sign Ordinance

BACKGROUND

Recently, the City revised the regulations regarding temporary signs. In the revisions, sandwich board signs were allowed on a limited basis without a permit. Since this allowance was included in the ordinance, several business owners have expressed that the ordinance language was confusing and unclear. Thus, this ordinance amendment is intended to add a definition to more clearly express what a sandwich board is and to more concisely state the size limitations.

RECOMMENDED ACTION

The Planning Commission recommended approval of the ordinance.

City of St. Francis – Sandwich Board Sign Ordinance Amendments

Recommended changes from the Planning Commission:

Add in Section 10-20-2:

Sandwich Board Sign. A self-supporting temporary a-frame sign with two faces made of wood or other similar durable materials

Revise 10-23-5-E-2:

2. One sandwich board sign per business may be allowed in the business districts without a permit and without using the time period allotted for temporary, portable signs provided:

   a. The sign is placed within fifteen (15) feet of the entrance of the business.

   b. The sign shall be placed on private property and may be placed on a private sidewalk provided there is five (5) feet of clearance for pedestrians.

   c. The sign ~~may~~ shall not obstruct safety, visibility, or traffic.

   d. The sign shall be freestanding, not attached to any other structure or devise, *and shall* not be illuminated~~, greater than 3 ½ feet in height, greater than 2 feet in width, or greater than 2 feet in depth~~.

   e. The sign shall be only displayed during business hours.

   f. The sign shall not be greater than 3 ½ feet in height, 2 feet in width, or 2 feet in depth.

CITY OF ST. FRANCIS
ST FRANCIS MN
ANOKA COUNTY

ORDINANCE 172, SECOND SERIES

AN ORDINANCE AMENDING THE SIGN ORDINANCE REGARDING SANDWICH BOARD SIGNS

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Section 10-20-2, Second Series shall hereby be amended to include the following Sign Related Definition:

Sandwich Board Sign. A self-supporting temporary a-frame sign with two faces made of wood or other similar durable materials.

Section 2. Code Amended. That Section 10-23-5-E-2 shall hereby be amended to read as follows:

2. One sandwich board sign per business may be allowed in the business districts without a permit and without using the time period allotted for temporary, portable signs provided:

   a. The sign is placed within fifteen (15) feet of the entrance of the business.

   b. The sign shall be placed on private property and may be placed on a private sidewalk provided there is five (5) feet of clearance for pedestrians.

   c. The sign shall not obstruct safety, visibility, or traffic.

   d. The sign shall be freestanding, not attached to any other structure or devise, and shall not be illuminated.

   e. The sign shall be only displayed during business hours.

   f. The sign shall not be greater than 3 ½ feet in height, 2 feet in width, or 2 feet in depth.

Section 3. Effective Date. This Ordinance shall take effect 30 days after its publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS _____ DAY OF _____, 2012.

APPROVED:

_____
Jerry Tveit, Mayor of St. Francis

ATTEST:

_____
Barbara I. Held, City Clerk

(seal)

PLANNING REPORT

TO:	**St. Francis City Council** **Matt Hylen, City Administrator**
FROM:	**Nate Sparks, City Planner**
DATE:	**July 31, 2012**
MEETING DATE:	**August 6, 2012**
RE:	**Animal Ordinance – Keeping of Bees**

BACKGROUND

In area cities, there have become more frequent reports of people keeping bees on urban lots. This has caused issues between neighbors and complaints to the cities. Currently, the City of St. Francis does not have any direct ordinance relating to the keeping of bees. In order to avoid conflicts or confusion a general regulation on the keeping of bees was reviewed by the Planning Commission in July and is now forwarded to the Council for consideration.

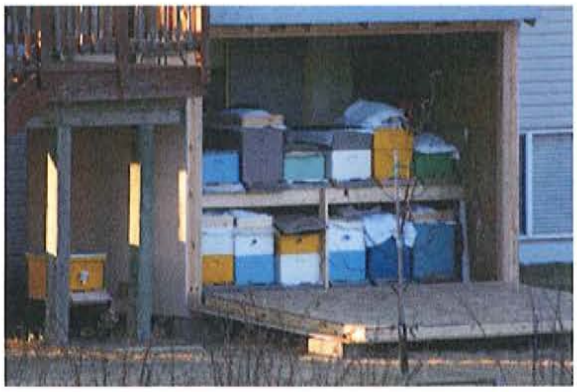
PROPOSED ORDINANCE

Some cities regulate bees as "livestock" as they are common elements of agricultural uses. St. Francis allows livestock on parcels greater than 5 acres in size in animal enclosures greater than 100 feet from any property line. Also, some cities, such as Stillwater, limit non-agricultural uses to having only one bee hive. This may be due to the volume of honey produced most likely being related to a commercial business which would be prohibited on residential property. Therefore, the Planning Commission recommended an ordinance amendment limiting beekeeping to one hive on parcels greater than 5 acres in size with all hives being 100 feet from the property lines. Agricultural uses were exempted from the hive limitation. A standard requiring the hives to be of the removable frame type was added so as to allow the City to be able to clearly determine what is a hive.

RECOMMENDED ACTION

The Planning Commission recommended approval of this ordinance amendment.

A nearby city had a complaint regarding bee keeping on a residential parcel. Upon inspection, the property owner was found to have over 20 hives in an illegal shed under his deck.



CITY OF ST. FRANCIS
ST FRANCIS MN
ANOKA COUNTY

ORDINANCE 173, SECOND SERIES

AN ORDINANCE ADDING SECTION 8-3-5
REGARDING THE KEEPING OF BEES

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Section 8-3-5, Second Series shall hereby be added to read as follows:

8-3-5: KEEPING OF BEES

A. Bees shall not be kept on parcels smaller than five (5) acres in size.

B. No parcel shall have more than one hive or colony housing structure not to exceed three feet in size in any dimension unless it is an Agricultural Use.

C. All hives shall be of the removable frame type.

D. All hives shall be kept 100 feet from any property line.

Section 2. Effective Date. This Ordinance shall take effect 30 days after its publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 20th DAY OF AUGUST, 2012.

APPROVED:

_____
Jerry Tveit
Mayor of St. Francis

ATTEST:

_____
Barbara I. Held
City Clerk

(seal)

STAFF REPORT

TO:	**St. Francis City Council** **Matt Hylen, City Administrator**
FROM:	**Nate Sparks, City Planner**
DATE:	**August 1, 2012**
MEETING DATE:	**August 6, 2012**
RE:	**Administrative Enforcement of Code Regulations Ordinance**

BACKGROUND

The purpose of this ordinance is to allow for the City to implement a new method by which to gain compliance for code violations. Currently, the City sends letters and then either gives a ticket, initiates civil action, or abates the issue. These processes are lengthy and have had limited results. With an administrative penalty procedure, City Staff may issue citations and fines to violators in hopes to gain compliance to avoid further penalties. If the administrative procedures do not work, then the traditional methods are initiated. Many other cities in and around the Metro Area such as Cambridge, Otsego, West St. Paul, Hopkins, Coon Rapids, and Spring Park currently utilize similar programs. The types of violations that this program is intended to handle are related to nuisances, zoning, licenses, and other such codes.

DRAFT ORDINANCE

The draft ordinance establishes a procedure by which the City may levy fines against code violators that choose to ignore letters from the City for compliance. The procedure is loosely based on the City's current code enforcement policy and nuisance abatement procedure.

In the proposed ordinance, a violator is given a notice and up to 20 days to correct the violation. If there is no compliance after the deadline, then the City may issue a citation and levy a fine. The violator then has 10 days to either pay the fine or appeal the citation. If the violation still exists upon the expiration of this time period, another citation may be given and the amount of the fine associated with the citation increases. The first fine is $100, the second is $250, the third $500, the fourth $1000, the fifth and subsequent fines are $2000. If the fines are not paid, the City may assess the fines on the property taxes. The penalty amounts are set annually by the Council as part of the fee schedule.

If the violator appeals the citation then there will be a hearing where the violation is reviewed by a Council appointed hearing officer. This is a similar procedure to the existing nuisance

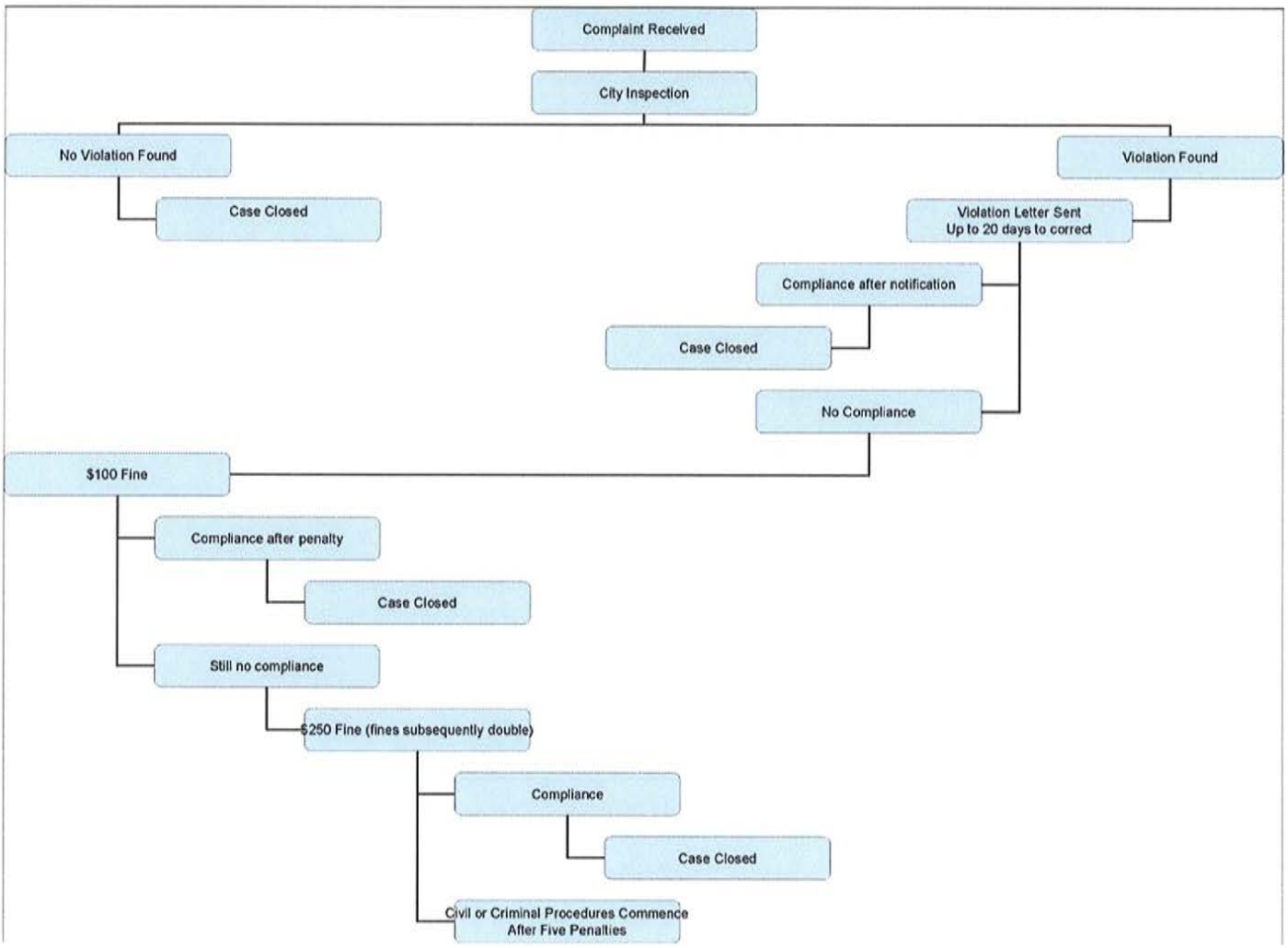
abatement appeal hearing provision currently found in the City Code. The hearing officer may either dismiss the charges or confirm the charges. If the charges are confirmed, the violator must pay the fine plus a fee for holding the hearing.

If the City cannot gain compliance through this method, then the City may choose to either give the violator a criminal citation or initiate civil proceedings. The cost of these procedures would be generally covered by the fines.

RECOMMENDED ACTION

If the City Council finds that a program such as this may be of assistance in enforcing code regulations, then it is recommended that the City Council approve this ordinance. If the ordinance is approved, a new Code Enforcement Policy will be drafted prior to the effective date of this ordinance.

Generalized code enforcement procedure utilizing administrative penalties:



CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

ORDINANCE 174, SECOND SERIES

AN ORDINANCE ADDING SECTION 2-11 OF THE CITY CODE REGARDING THE ADMINISTRATIVE ENFORCEMENT OF CODE REGULATIONS

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Section 2-11of the City Code entitled shall hereby be added to read as follows:

ADMINISTRATIVE ENFORCEMENT OF CODE REGULATIONS

2-11-1: PURPOSE AND INTENT. The administrative enforcement procedures established within this Chapter are intended to provide the City of St. Francis with an informal, cost-effective and more efficient supplement or alternative to criminal prosecution or civil litigation for certain violations of the adopted City Code. The City of St. Francis retains the right, at its sole discretion, to enforce provisions of this Code by bringing criminal charges or commencing civil litigation in any case where the City determines it is appropriate or necessary, but finds that an administrative process is beneficial to the residents of the City and further finds that that such a process is a legitimate and necessary alternative method of enforcing Code violations.

2-11-2: GENERAL PROVISIONS.

A. Administrative Offenses. Any violation of any section or chapter of the City Code, and any violation of the terms and/or conditions of any license, permit, or other approval issued pursuant to the City Code, is an administrative offense that may be subject to an administrative citation and administrative fines.

B. Continuing Violations. Each day a violation exists constitutes a separate and distinct offense for which a separate penalty can be imposed. The City Administrator can exercise discretion in imposing an administrative fine for more than one day of a continuing offense.

C. Schedule of Fines. The city council shall adopt by ordinance, as part of the fee schedule, a schedule of administrative fines for offenses for which an administrative citation is issued. A current fee schedule shall be kept on file at City Hall.

D. No Limitation on Remedies. Nothing herein is intended or shall require the city to utilize the administrative citation process or otherwise pursue the remedies outlined in this section. The city retains the right to pursue any and all other remedies authorized by law to enforce the City Code or penalize violations of city ordinances, including, but not limited to, issuance of a stop work order, abatement, criminal prosecution, and/or application for civil penalties or injunctive relief.

E. Code Compliance Officer. The Code Compliance Officer shall be any person so appointed to carry out such duties so assigned by the City Administrator including but not limited to the Building Official, Zoning Administrator, Public Works Director, City Clerk, Fire Chief, and any member of the Police Department.

2-11-3: PROCEDURE.

A. Administrative Notice. A Code Compliance Officer may issue, either in person or by United States first class mail, an Administrative Notice to a person suspected, alleged or known to have committed a Code Offense and/or to be the owner of property upon which a Code Offense is being committed. The Administrative Notice shall identify the Code Offense, the location upon which the Code Offense is alleged to have occurred or is occurring, and the corrective action for the Code Offense. The Administrative Notice may also state that the alleged violator has, at the discretion of the Code Compliance Officer, no more than twenty (20) days to correct or abate the Code Offense. Immediate compliance may be required upon the existence of a public health or safety condition. If the alleged violator and/or owner of property upon which a Code Offense is being committed is unable to correct or abate the Code Offense within the prescribed time, that person may request in writing an extension of no more than thirty (30) additional days from the Code Compliance Officer. Any extension granted by the Code Compliance Officer shall be in writing and shall specifically state the date of expiration, which shall be determined at the discretion of the Code Compliance Officer. If the Code Offense is not corrected or abated, as outlined in the Administrative Notice, within the prescribed time or any extension thereto, the Code Compliance Officer may issue a citation, as provided in Section 2-11-3-C.

B. Exceptions to Administrative Notice. For violations of any of the following sections, the City shall not be required to issues an Administrative Notice or compliance letter and may proceed directly to an administrative citation as provided for in Section 2-11-3-C:

1. Repeat Offenders. If the same owner or person commits a subsequent violation within 12 months of after an administrative notice or citation has been issued for the same or similar offense, no compliance letter or administrative notice shall be required for the new violation.

2. License Violations. For any license violations, including not having a license, no compliance letter or administrative notice shall be required.

C. Citation. Upon receiving no response or continued noncompliance following issuance of the Administrative Notice or Code Compliance letter as stated in Section 2-11-3-A, the Code Compliance Officer may issue a citation. The citation shall be given to the person responsible for the violation and/or to the owner of the property upon which the alleged violation has occurred, either by personal service or by United States first class mail. Said citation shall state the nature of the Code Offense, the time and date said alleged Code Offense occurred, the civil penalty applicable to that Code Offense as set forth in a schedule of civil penalties which shall be adopted by Resolution of the City Council from time to time, and the manner for paying the civil penalty or requesting a hearing before a Hearing Officer to contest the citation.

D. Responding to a Citation. Once a citation is issued, the alleged violator and/or the owner of the property upon which the alleged violation has occurred shall, within ten (10) days of the time of issuance of the citation, either pay the civil penalty set forth in the citation or request a hearing in writing according to the procedure set forth in Section 2-11-4-A. The civil penalty may be paid either in person at City Hall, or by United States first class mail, postage prepaid and postmarked within said prescribed ten (10) days. Payment of the civil penalty shall be deemed to be an admission of the Code Offense.

E. Payment of Penalty.

1. Payment of a Penalty and Correction of Violation. If the owner pays the administrative civil penalty and corrects the City Code violation, no further action will be taken against the owner or the owner's real property for that same violation.

2. Payment of Penalty without Correction of Violation. If the owner pays the administrative civil penalty but fails to correct the City Code violation, the City may issue subsequent administrative citations, initiate criminal proceedings, or initiate any other proceeding or remedies available in order to enforce correction of the City Code violation.

3. No Payment of Penalty and No Correction of Violation. If the owner fails to pay the administrative civil penalty but fails to correct the City Code violation, the City may do any of the following, or any combination thereof:

   a. Assess the administrative civil penalty against the property pursuant to Minnesota Statutes Chapter 429.

   b. Issue a subsequent administrative citation, thereby commencing a new administrative penalties process.

   c. Initiate criminal proceedings.

   d. Initiate any other enforcement action authorized by law.

2-11-4: APPEAL & HEARING.

A. Requesting a Hearing. Any person receiving an administrative citation may contest the alleged violation and the amount of the administrative civil penalty. In order to contest any part of the administrative citation, the owner or individual contesting the citation must notify the City Clerk in writing within ten (10) calendar days after the citation is mailed or otherwise delivered. The written request shall state the name of the individual, indicate whether they are contesting the alleged violation, the amount of the penalty, or both and must also specify the reason and facts upon which the individual is contesting the citation..

B. Hearing Officer. The hearing officer shall be a neutral third party appointed by the City Council and shall preside over the hearing and make any judgment as authorized by Section 2-11-4-D.

C. Conduct at Hearing. A hearing officer shall conduct an informal hearing to determine if a violation has occurred. The hearing officer shall consider the record and any additional evidence presented at the hearing and accepted into the record by the hearing officer before making a determination. The officer shall receive and give weight to evidence, including hearsay evidence that possesses probative value commonly accepted by reasonable and prudent people in the conduct of their affairs. The City will have the burden of proving the existence of a violation and the reasonableness of any required corrective action by a preponderance of the evidence. The determination of the enforcement officer will be given substantial weight by the hearing officer in determining the reasonableness of any required corrective action.

D. Authority of Hearing Officer. The independent hearing officer has the authority to do any of the following, or a combination thereof:

   1. Make a finding that a violation has occurred;

2. Reduce, stay, or waive a scheduled administrative civil penalty either unconditionally or upon compliance with reasonable conditions;

3. Require compliance with the City Code within a specified timeframe;

4. Make a finding that no violation has occurred and dismiss the administrative citation.

F. Owner/Individual Found in Violation. If the violation is sustained by the hearing officer, the violator shall pay the penalty imposed plus an additional Administrative Hearing Fee as prescribed by the City's Fee Schedule to cover the cost of the hearing within ten (10) days of the date of the decision.

G. Failure to Appear. Failure to appear at the hearing shall result in a default judgment against the party who fails to appear. If the owner fails to appear, the administrative citation shall be sustained. If the City fails to appear, the administrative citation shall be dismissed.

2-11-5: JUDICIAL REVIEW. The Hearing Officer's decision is final without any further right of administrative appeal. Further appeal shall be to the Minnesota Court of Appeals under the Minnesota Rules of Civil Procedure.

2-11-6: VIOLATION A MISDEMEANOR. The following are misdemeanors, punishable in accordance with state law:

A. Failure to pay an administrative fine imposed by administrative citation within ten (10) days after it has been imposed unless the matter is appealed to the City as provided herein.

B. Failure to pay an administrative fine within ten (10) days after it has been imposed by the hearing officer, or such other time as may be established by the hearing officer, unless the matter is appealed to district court as provided herein. If the final determination in the administrative penalty process is a finding that no violation occurred, then the City may not prosecute a criminal violation in district court based on the same set of facts. This does not preclude the City from pursuing a criminal prosecution for a violation for the same provision based on a different set of facts. A different date of violation will constitute a different set of facts.

Section 2. Code Amended. That the City's Fee Schedule shall hereby be amended to include the following fees:

Administrative Enforcement Penalties:
1st Offense: $100
2nd Offense: $250
3rd Offense: $500
4th Offense: $1000
5th Offense and beyond: $2000

Administrative Hearing Fee: $100

Section 3. Effective Date. This Ordinance shall take effect 30 days after its publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS ____ DAY OF AUGUST, 2012.

APPROVED:

_____
Jerry Tveit
Mayor of St. Francis

ATTEST:

_____
Barbara I. Held
City Clerk

(seal)

PLANNING REPORT

TO:	**St. Francis City Council** **Matt Hylen, City Administrator**
FROM:	**Nate Sparks**
MEETING DATE:	**August 6, 2012**
DATE:	**August 1, 2012**
RE:	**Jones Minor Subdivision Recording Extension**

BACKGROUND

The City Council approved a minor subdivision for Jim Jones to divide two parcels into three located at 23725 Nacre Street. The conditions of approval included the acquisition of easements for right-of-way purposes for Anoka County, as Nacre Street is a County road. The Subdivision Ordinance requires a subdivision to be recorded within 90 days of the approval unless otherwise authorized by the City Council. Resolving the situation regarding the easements took a greater amount of time than anticipated and the applicant could not meet the recording deadline and is seeking an extension to the recording deadline until October 1, 2012.

RECOMMENDED ACTION

In order to grant the extension, the City Council will need to approve the attached resolution.

July 26, 2012

St Francis City Council:

I request an extension on my subdivision until October of 2012.

Respectfully,

James Jones
23725 Nacre St NW
Elk River MN 55330
763-441-2437

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

RESOLUTION 2012-25

A RESOLUTION APPROVING AN EXTENSION TO THE FILING DEADLINE FOR A MINOR SUBDIVISION FOR A PROPERTY DIVISION AT 23725 NACRE STREET NW

WHEREAS, the City of St. Francis approved a request for a minor subdivision application from the Jones Family to divide two 40 acre parcels into three on February 21, 2012; and

WHEREAS, the property with the house on it is addressed as 23725 Nacre Street NW; and

WHEREAS, the properties are respectively identified in Anoka County records with the property identification numbers of 27.34.2.533.0001 and 34.34.25.22.0001; and

WHEREAS, the legal descriptions of both properties are:

The Southwest Quarter of the Southwest Quarter of Section 27, Township 34, Range 25, Anoka County, Minnesota;

and

The Northwest Quarter of the Northwest Quarter of Section 34, Township 34, Range 25, Anoka County, Minnesota.

WHEREAS, the division was to be recorded within 90 days of the approval; and

WHEREAS, the applicants have been attempting to fulfill the conditions of approval and provide the easements required; and

WHEREAS, the applicants are continuing to work towards recording the subdivision and required right-of-way easements; and

NOW, THEREFORE, BE IT RESOLVED that the City of St. Francis hereby extends the recording deadline for this Minor Subdivision until October 1, 2012.

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

Councilmember XX
Councilmember XX

Councilmember XX
Councilmember XX
Councilmember XX

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 6th DAY OF AUGUST, 2012.

_____
Jerry Tveit
Mayor of St. Francis

Attest:

_____
Barbara I. Held
City Clerk

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW, Suite 206 • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: August 1, 2012

To: Honorable Mayor Tveit and Members of the City Council
City of St. Francis

From: Jared Voge, P.E.
City Engineer

Subject: Trunk Highway 47 Pedestrian Improvements
St. Francis, Minnesota
BMI Project No: R18.105125

INTRODUCTION:

Final plans and specifications have been prepared for the Trunk Highway 47 Pedestrian Improvements project. The project consists of the installation of Rectangular Rapid Flashing Beacons (RRFBs) at the intersection of Pederson Drive and TH 47. In addition, concrete pedestrian ramp improvements will also be completed.

BACKGROUND:

At the May 7, 2012 City Council meeting, the City Council passed a motion authorizing City Staff to move the project forward.

RECOMMENDATION:

We recommend that the City Council adopt the enclosed resolution approving the plans and specifications contingent on MnDOT approval and authorizing advertisement for the Trunk Highway 47 Pedestrian Improvements.

BUDGET IMPACT:

The proposed improvements will be funded 50 percent by the City of St. Francis' General Fund and 50 percent by Independent School District 15 per previous City and School District discussions.

If you have any questions, on the above, please call.

JAV/jd

Enclosure

EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF THE CITY OF ST. FRANCIS, MINNESOTA

HELD: August 6, 2012

Pursuant to due call and notice thereof, a regular meeting of the City Council of City St. Francis, Minnesota, was duly called and held in the Council Chambers in said City on the 6th day of August, 2012, at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member_____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS
CITY OF ST. FRANCIS, MINNESOTA
RESOLUTION 2012-26

WHEREAS, pursuant to a motion passed by the council on May 7, 2012, the City Engineer (consulting engineer retained for the purpose) has prepared plans and specifications for the construction of pedestrian improvements at the intersection of Trunk Highway 47 and Pederson Drive and has presented such plans and specifications to the council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made apart hereof, are hereby approved contingent on MnDOT approval.

2. The City Clerk shall prepare the cause to be inserted in the official paper and in Finance and Commerce an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall state that the bids will be received by the Clerk until 4:00 p.m. on September 4, 2012, at which time they will be publicly opened in the St. Francis Community Center of the City Hall by the City Clerk and Engineer, will then be tabulated, and will be considered by the Council at 6:00 p.m. on September 17, 2012, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bid will be given the opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, or certified check payable to the Clerk for five (5) percent of the amount of such bid.

_____
Jerry Tveit, Mayor

_____
Barbara I. Held, City Clerk

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA CITY OF
ST. FRANCIS COUNTY OF ANOKA

I, the undersigned, being the duly qualified and acting Clerk of the City of St. Francis, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relates to a resolution approving plans and specifications and ordering advertisement for bids on _____ Improvements for said City.

WITNESS my hand and the seal of the said City this _____day of _____, 2012.

_____
City Clerk

(SEAL)

MINNESOTA DEPARTMENT OF TRANSPORTATION

CITY OF ST. FRANCIS

CONSTRUCTION PLAN FOR CONCRETE WALK, CONCRETE CURB AND GUTTER, & PEDESTRIAN FLASHER

LOCATED AT THE INTERSECTION OF PEDERSON DR. NW & T.H. 47 FROM: WEST R.O.W. TO: EAST R.O.W.

MINN. PROJ. NO. _____

EXISTING

- COUNTY LINE
- CITY LIMITS
- SECTION LINE
- PRESENT RIGHT-OF-WAY LINE
- PROPERTY/LOT LINE
- PERPETUAL EASEMENT
- ZONING SETBACK LINE
- ACCESS CONTROL LINE
- RAILROAD RIGHT-OF-WAY LINE
- RAILROAD
- WATER EDGE
- WATER CENTERLINE
- HIGHWATER LINE
- SWALE CENTERLINE
- WETLAND BOUNDARY
- WETLAND/MARSH
- CURB & GUTTER
- CONCRETE EDGE
- BITUMINOUS EDGE
- GRAVEL EDGE
- FENCE
- CULVERT
- DECIDUOUS TREE
- COMFEROUS TREE
- HEDGE
- TREE LINE
- TRAFFIC SIGN
- MANHOLE
- CATCH BASIN
- 8" SAN INP — SANITARY SEWER
- 4" FMN INP — SANITARY FORCEMAIN
- 15" STM INP — STORM SEWER
- TILE LINE
- 4" WMN INP — WATERMAIN
- HYDRANT
- VALVE
- CURB STOP
- GAS
- POST
- POWER POLE
- LIGHT POLE
- ELECTRIC TRANSFORMER
- CU — UNDERGROUND ELECTRIC
- EO — OVERHEAD ELECTRIC
- ELECTRIC PEDESTAL
- TU — UNDERGROUND TELEPHONE
- TVU — UNDERGROUND TV CABLE
- BENCHMARK
- SOIL BORING
- FLAG POLE

PROPOSED

- 22+00 — ALIGNMENT/CENTERLINE
- TEMPORARY EASEMENT
- PERPETUAL EASEMENT
- CONSTRUCTION LIMITS
- CURB & GUTTER
- BITUMINOUS EDGE
- CONCRETE EDGE
- GRAVEL EDGE
- SILT FENCE-MACHINE SLICED
- EROSION PROTECTION AT INLET
- MANHOLE
- CATCH BASIN
- 12" STM — STORM SEWER
- 4" PERF — PERFORATED PIPE DRAIN
- CULVERT W/APRON

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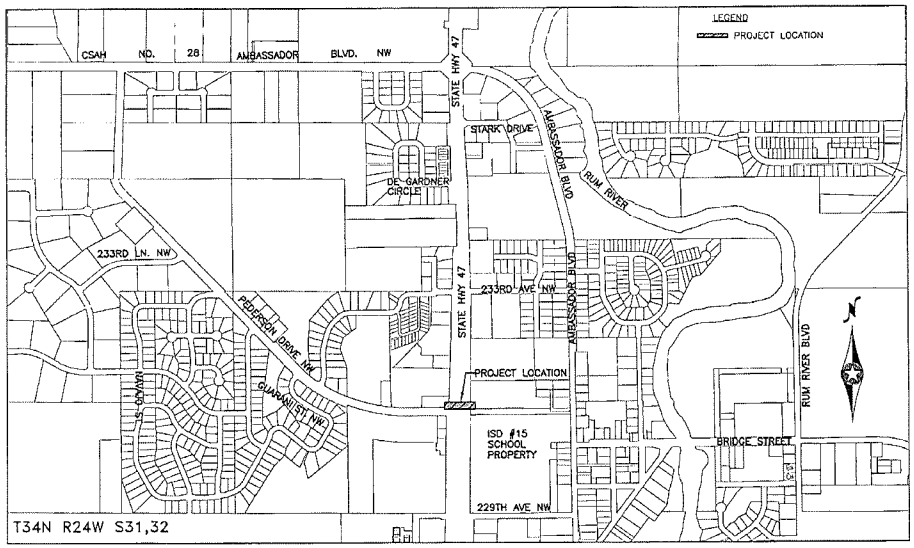
T.H. 47 PEDESTRIAN IMPROVEMENTS

STATE PROJ. NO. 235-010-002

GROSS LENGTH	235.00	FEET	0.045	MILES.
BRIDGES-LENGTH	N/A	FEET	N/A	MILES
EXCEPTIONS-LENGTH	N/A	FEET	N/A	MILES
NET LENGTH	235.00	FEET	0.045	MILES



NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

SCALES

PLAN _____ 0' _____ 10'

INDEX MAP _____ 0' _____ 600'

PROJECT LOCATION

COUNTY : ANOKA

DISTRICT : METRO

GOVERNING SPECIFICATIONS

THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

TRAFFIC CONTROL
ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES
3 - 4	TABULATIONS
5 - 6	CONSTRUCTION DETAILS
7 - 11	PEDESTRIAN RAMP DETAILS
12	REMOVAL PLAN
13	GRADING & UTILITY PLAN
14	SURFACING PLAN
15 - 18	FLASHER LAYOUT

THIS SET OF PLANS CONTAINS 18 SHEETS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

_____ LIC. NO. 45063 DATE: 08/02/2012
JARED A. VOGE, P.E.

I HEREBY CERTIFY THAT SHEETS 15-17 OF THIS PLAN, SPECIFICATION, OR REPORT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

_____ LIC. NO. 49076 DATE: 08/02/2012
JOHN B. WITT, P.E.

APPROVED.

_____ _____
CITY ENGINEER, CITY OF ST. FRANCIS, MN DATE

_____ _____
DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY DATE

_____ _____
STATE AID ENGINEER: APPROVED FOR STATE AID FUNDING DATE

STATE PROJ. NO. S.A.P. 235-010-002

City of St. Francis

PROJECT DATUM:
HORIZONTAL: ANOKA COUNTY CORDS 1996 ADJ
VERTICAL: NAVD88

DESIGNED NDH
DRAWN SWP
CHECKED JAV

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN
WILLMAR, MN CHASKA, MN RANGELY, MN MAPLEWOOD, MN
BAXTER, MN ROCHESTER, MN AMES, IA SPENCER, IA

REV.	BY	DATE

CITY OF ST. FRANCIS, MINNESOTA
T.H. 47 PEDESTRIAN IMPROVEMENTS-S.A.P. 235-010-002
TITLE SHEET

SHEET 1 OF 18

DARRELL A. JENSEN
JEFFREY S. JOHNSON
RUSSELL H. CROWDER
JON P. ERICKSON
THOMAS P. MALONE
MICHAEL F. HURLEY
DOUGLAS G. SAUTER
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SHELDON M. CLARK

OF COUNSEL
W. JAMES VOGL, JR

MEMORANDUM

TO: St. Francis Mayor, City Council and City Administrator
FROM: Scott Lepak, City Attorney
RE: Lawful gambling - use of proceeds
DATED: July 31, 2012

At the last City Council meeting, council raised the issue of whether the City should amend its existing lawful gambling ordinance to address the use of proceeds up to ten percent (10%). The existing gambling ordinance section dealing with proceeds provides as follows:

> 6-5-3: Gambling Regulations.
>
> B. Expenditure of Profits. All profits from gambling shall be expended for a lawful purpose, and a majority of all such profits shall be expended for (1) persons who are resident of the City, or (2) organizations which carry on all their activities within the City, or (3) supplementing the services of the government of the City, or (4) improving, expanding, maintaining, repairing or acquiring real property located within the City.

Expenditures:

The state statute dealing with City regulation of lawful gambling permits cities to set certain parameters on how organizations spend the net profits from local lawful gambling. Cities may:

- Require, by ordinance, that organizations contribute 10 percent of the net profit from lawful gambling to a fund administered by the city. A city with such a fund must by March 15 of each year file a report with the gambling control board, on a form the board prescribes, that lists all such revenues collected, interest earned on that revenue, and expenditures for the previous calendar year. The city must spend these funds only on lawful purposes (as defined in lawful gambling laws) or police, fire, and other emergency or public safety-related services, equipment, and training, excluding pension obligations.

- Require, by ordinance, that organizations expend all or a portion of its expenditures within the city's trade area (this trade area has to be identified and include all contiguous cities and townships).

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Celebrating 70 Years of Legal Service

• Require that organizations make specific expenditures of up to 10 percent of net profits. (This practice may violate the U.S. Constitution if a city designates too specific a cause and cities should use caution before requiring specific expenditures from qualified organizations.)

Minn. Stat. Sec. 349.213.

As reference to the state statute shows, the City's current ordinance likely is not entirely consistent with the requirements of state law.

Taxes:

Note also the City may charge a local gambling tax. While the state automatically receives an 8.5 percent tax, a city may impose a gambling tax of up to 3 percent of the gross proceeds of gambling events (minus prizes awarded) on state licensed organizations. The tax must only raise such revenues as are necessary to cover costs the city incurs in regulating lawful gambling. A city cannot use these tax revenues for any other purpose. Thus, if the city's expenses will only be 2.5 percent of the gambling revenues, the city only charges a tax of 2.5 percent and not the full, maximum 3 percent. If a city imposes this gambling tax, it cannot assess an investigation fee against the state licensed organizations.

If a city imposes a gambling tax, it must annually by March 15 make a report to the Gambling Board on a board-prescribed form showing the amount of revenue raised by the tax and the use of the tax proceeds. Copies of the reporting form are available from the Gambling Control Division.

Investigation fee:

The City may assess a $100 investigation fee on state licensed organizations, except that cities can no longer assess an investigation fee for bingo or a bingo hall license. Minn. Stat. Sec. 349.16, Subd. 8.

COUNCIL CONSIDERATION:

Direction from council is requested on whether the City regulation of payouts should be focused on any of the three options noted above -

1. The city administered fund;
2. The expenditure requirement; and/or
3. The ten percent (10%) expenditure of net profits

In addition, Council direction is requested on the potential tax. Given the City's involvement to date in lawful gambling, in the event the City Council is interested in this option, further study would be needed to determine the level of City expenditures that could be covered by the tax.

349.213 LOCAL AUTHORITY.

Subdivision 1. **Local regulation.**

(a) A statutory or home rule city or county has the authority to adopt more stringent regulation of lawful gambling within its jurisdiction, including the prohibition of lawful gambling.

(b) A statutory or home rule city or county may require a permit for the conduct of gambling exempt from licensing under section 349.166. The fee for a permit issued under section 349.166 may not exceed $100.

(c) The authority granted by this subdivision does not include the authority to require a license or fee for a license or permit to conduct gambling by organizations, gambling managers, gambling employees, or sales by distributors or linked bingo game providers licensed by or registered with the board.

(d) The authority granted by this subdivision does not include the authority to require an organization to make specific expenditures of more than ten percent per year from its net profits derived from lawful gambling.

(e) For the purposes of this subdivision, net profits are gross profits less amounts expended for allowable expenses and paid in taxes assessed on lawful gambling.

(f) A statutory or home rule charter city or a county may not require an organization conducting lawful gambling within its jurisdiction to make an expenditure to the city or county as a condition to operate within that city or county, except:

(1) as authorized under section 349.16, subdivision 8, or 297E.02; or

(2) by an ordinance requirement that such organizations must contribute ten percent per year of their net profits derived from lawful gambling conducted at premises within the city's or county's jurisdiction to a fund administered and regulated by the responsible local unit of government without cost to such fund. The funds must be disbursed by the local unit of government for (i) charitable contributions as defined in section 349.12, subdivision 7a, or (ii) police, fire, and other emergency or public safety-related services, equipment, and training, excluding pension obligations. A contribution made by an organization is not considered an expenditure to the city or county nor a tax under section 297E.02, and is valid and lawful. A city or county receiving and making expenditures authorized under this clause must by March 15 of each year file a report with the board, on a form the board prescribes, that lists all such revenues collected, interest received on fund balances, and expenditures for the previous calendar year.

(g) A statutory or home rule city or county may by ordinance require that a licensed organization conducting lawful gambling within its jurisdiction expend all or a portion of its expenditures for lawful purposes on lawful purposes conducted or located within the city's or county's trade area. Such an ordinance must be limited to lawful purpose expenditures of gross profits derived from lawful gambling conducted at premises within the city's or county's jurisdiction, must define the city's or county's trade area, and must specify the percentage of lawful purpose expenditures which must be expended within the trade area. A trade area defined by a city under this subdivision must include each city and township contiguous to the defining city.

(h) A more stringent regulation or prohibition of lawful gambling adopted by a political subdivision under this subdivision must apply equally to all forms of lawful gambling within the jurisdiction of the political subdivision, except a political subdivision may prohibit the use of paddlewheels.

Subd. 2. **Local approval.**

The board may not issue an initial premises permit unless approval is received from:

(1) the city council of the statutory or home rule city in which the organization's premises is located; or

(2) the county board of the county where the premises is located.

The organization must submit a resolution from the city council or county board approving the premises permit. The resolution must have been adopted within 90 days of the date of application for the new permit.

Subd. 3. **Local gambling tax.**

A statutory or home rule charter city that has one or more licensed organizations operating lawful gambling, and a county that has one or more licensed organizations outside incorporated areas operating lawful gambling, may impose a local gambling tax on each licensed organization within the city's or county's jurisdiction. The tax may be imposed only if the amount to be received by the city or county is necessary to cover the costs incurred by the city or county to regulate lawful gambling. The tax imposed by this subdivision may not exceed three percent per year of the gross receipts of a licensed organization from all lawful gambling less prizes actually paid out by the organization. A city or county may not use money collected under this subdivision for any purpose other than to regulate lawful gambling. All documents pertaining to site inspections, fines, penalties, or other corrective action involving local lawful gambling regulation must be shared with the board within 30 days of filing at the city or county of jurisdiction. A tax imposed under this subdivision is in lieu of all other local taxes and local investigation fees on lawful gambling. A city or county that imposes a tax under this subdivision shall

annually, by March 15, file a report with the board in a form prescribed by the board showing (1) the amount of revenue produced by the tax during the preceding calendar year, and (2) the use of the proceeds of the tax.

572003-v1

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OF COUNSEL
W. JAMES VOGL, JR

MEMORANDUM

TO: St. Francis Mayor, Council and City Administrator
FROM: Scott Lepak, City Attorney
RE: Old Food N Fuel located at 4020 233rd Avenue Northwest
DATED: August 1, 2012

The City has not received any response to its July 17, 2012 letter seeking to have the owners of the Food N Fuel remove the gas tanks. Accordingly, the City's next step is to Order the removal of these tanks as part of the Hazardous and Substandard Building law. I have prepared a proposed order to this effect.

The City will submit this Order to the owners of the property along with a letter providing the owner with the option to consent to this project without the necessity of a formal court action.

572121-v1

BEFORE THE ST. FRANCIS CITY COUNCIL
AUGUST 6, 2012

IN THE MATTER OF MDW EQUITY, LLC REGARDING AN ALLEGATION THAT MDW EQUITY, LLC WAS ORDERED TO REMOVE FOUR UNDERGROUND STORAGE TANKS FROM THEIR PROPERTY BY THE MINNESOTA POLLUTION CONTROL AGENCY.	ORDER TO REMOVE GAS TANKS

FINDINGS OF FACT

1. On July 16, 2012, the St. Francis City Council adopted Findings of Fact and an Order declaring the property located at 4020 233rd Avenue Northwest in St. Francis a public health and safety hazard based upon a record presented to the City Council.

2. On July 17, 2012, the City sent a certified letter to the owner of record: MDW Equity, LLC, 2760 North University Drive, Davie, FL 33024 care of Michael Stearn, advising it of the July 16, 2012 Council action.

3. The July 17, 2012 letter provided the owner with ten (10) calendar days to remedy the public health and safety hazard.

4. As of August 6, 2012, the City of St. Francis has not received a response to this certified letter and no remedial action has occurred at the identified property.

5. Based on the record, the property located at 4020 233rd Avenue Northwest in St. Francis is a hazardous property as that term is defined in Minn. Stat. Sec. 463.15.

6. Attempts to resolve the matter through voluntary compliance by the owners has not been successful.

7. The record in the prior City Council proceedings are hereby incorporated by this reference.

ORDER

1. Pursuant to Minn. Stat. Sec. 463.16 and Minn. Stat. Sec. 463.17, the City of St. Francis hereby orders the owner of the property located at 4020 233rd Avenue Northwest, St. Francis, Minnesota to correct or remove the hazardous condition by removal of the gas tanks located on the property.

2. In the event that the owner does not comply with this Order within twenty (20) calendar days of service, the City will make a motion for summary enforcement of the Order to the Anoka County District Court, Tenth Judicial District unless an answer is filed within the time specified in Minn. Stat. Section 463.18.

IT IS SO ORDERED:

_____
Jerry Tveit
Mayor of St. Francis

Dated:_____, 2012

ATTEST:

_____
Barbara I. Held
City Clerk/Treasurer

Dated:_____, 2012

572103-v1

CITY OF ST. FRANCIS
ST. FRANCIS, MN

RESOLUTION 2012-27

A RESOLUTION AMENDING
THE CITY'S PERSONNEL POLICY

WHEREAS, the City of St. Francis adopted a Personnel Policy, pursuant to Ordinance 2-6-1, which established personnel rules setting for the rights, duties and responsibilities of employees; and

WHEREAS, Ordinance 2-6-1 allows these Policies to be changed from time to time; and

WHEREAS, the St. Francis City Council has determined the existing policy needs to be clarified to reflect expectations regarding Personnel Rules and Regulations.

NOW, THEREFORE, BE IT RESOLVED by the City of St. Francis that Section 13 Tuition Eligibility Criteria of the Personnel Policy is amended as follows:

~~TUITION ELIGIBILITY CRITERIA~~

~~Courses taken for credit at an approved educational institution must meet the following criteria to be approved for reimbursement:~~

~~A. Courses must be directly related to the employee's present position (whether required for a degree program or not); or~~

~~B. Courses must be directly related to a reasonable promotional opportunity in the same field of work as present position (whether part of a degree program or not).~~

~~The City will pay 50% of the cost of tuition and books upon successful completion (C grade), 75% reimbursement upon completion with a "B" grade, and 100% reimbursement upon completion with an "A" grade. Courses taken "pass/fail" will be reimbursed at the same percentage as a C grade (if passed). All reimbursements will be prorated for part-time employees.~~

~~The maximum reimbursement will be based on per credit cost at the University of Minnesota. Employees may elect to attend a more costly school provided they pay the difference in cost. Employees must reimburse the City if they voluntarily leave employment within twelve (12) months of reimbursement.~~

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

Councilmember XX
Councilmember XX
Councilmember XX
Councilmember XX
Councilmember XX

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 6th DAY OF AUGUST, 2012.

_____
Jerry Tveit, Mayor

ATTEST:

_____
Barbara I. Held, City Clerk

NORTHWEST ASSOCIATED CONSULTANTS, INC.

4800 Olson Memorial Highway, Suite 202, Golden Valley, MN 55422
Telephone: 763.231.2555 Facsimile: 763.231.2561 planners@nacplanning.com

MEMORANDUM

TO: St. Francis City Council
Matt Hylen, City Administrator

FROM: Nate Sparks, Consulting Planner

DATE: May 30, 2012

MEETING DATE: ~~June 4, 2012~~ July 16, 2012

RE: Utility Code Update

BACKGROUND

Recently, City Staff reviewed Chapter 3 of the City Code regarding municipal utilities. There were several areas that were not consistent with current City policies and plans. The proposed ordinance update is intended to address these issues. Some of the changes are very minor such as updating position titles and fee schedule references. Other changes are more substantial.

Chapter 3 is divided into five sections. Section 1 is general standards applicable to billing and accounts. Section 2 is related to water service. Section 3 is about sewer service. Section 4 is currently about septic systems but is proposed to be modified to include well regulations. Section 5 is a codified version of a trunk area fee ordinance.

SECTION 1 – GENERAL PROVISIONS

The changes to Section 1 of Chapter 3 are more minor in nature. The primary change is to include the City's "Zero Read" policy into the ordinance. This is the policy that the Public Works Department follows regarding meters that are not detecting water use. Other changes include putting the requirement to pay for connection and access charges into this section to ensure it is applicable to all potential utilities, referring to the fee schedule as an ordinance, and other such changes.

SECTION 2 – RULES & REGULATIONS RELATING TO WATER SERVICE

The City has had an established policy and ordinance that the property owner is to care for their service line from the (and including) the curb stop box to the house. The policy has been difficult to enforce, as it is hard to ascertain if the leak is on the City's side or the property owner's side of the box in many cases. The purpose of the policy was that the service line was supposed to be the financial responsibility of the property owner, as much as feasible, and not all system users or taxpayers. Thus, the wording of this ordinance was changed to state the responsibilities for service line lie with the utility user from the corporation stop through the curb stop box and into the building served.

Safeguards are put in place requiring permits and inspections to ensure the right-of-way is maintained properly and that work will not cause problems for neighboring properties.

Section 3-2-4 regarding service pipes was expanded to include all of the City's requirements and standards for private facilities such as corporation stops, curb stops, and service lines. These are the standards that the City currently employs but are now being placed into the ordinance for the sake of clarity.

Section 3-2-6 is the ordinance section regarding the City's watering ban. Instead of generally referencing potential watering restrictions, this Section is proposed to be expanded to clearly state the City's watering ban policy. A general "water emergency" section was also added for severe or unusual cases that lie outside of the watering ban.

The ordinance included archaic references to private fire hose connections and use of unmetered service that are out of line with current Public Works and Engineering Policies. These have been removed and amended.

Also included into the updated water section are standards for backflow protection and a clear authorization to collect specific water connection charges. Neither area is of a major concern, at this time, but other area cities have run into issues that these ordinance sections helped to address.

SECTION 3 - RULES & REGULATIONS RELATING TO SEWAGE SERVICE

The City's policy has been to require the removal of abandoned underground tanks and vaults when no longer in use whenever feasible. Section 3-3-2-E has been updated to include this requirement but also allow for it to be waived by the City Engineer in certain cases.

Section 3-3-5 is proposed to have several updates. The City's current ordinance generally addressed items not allowed to be put into the sewer but more specificity was needed. Such discharges are broken into two categories. One is items that should never go into the sewer and others are items the City may take from certain users with agreements (i.e. industrial). This section includes more specific standards for these agreements and testing. Also included is the City's current policy regarding sump pumps and floor drains being daylighted.

The other major change is to delete the sewer equivalency connection table and to refer to the standard table created by the Met Council. They continuously do studies, review standards, and update the tables for use throughout the metropolitan area. The City's current SEC table is an older version of theirs and this reference allows the City to automatically use their newer versions.

SECTION 4 – RULES & REGULATIONS RELATING TO SEPTIC & WELL

Section 4 has been amended to include the City's private well standards. Until recently, individual cities were not allowed to regulate wells by ordinance in this manner by the

State Department of Health. The City has an adopted wellhead protection plan that states that no private wells in the urban area may be allowed within the area around the source wells for drinking water. The proposed regulations state that to use a well for irrigation, a permit is required and that the permit may be denied if it is in this wellhead protection area. Currently a plumbing permit is required but it is unclear if the City could deny the permit to be consistent with the adopted Wellhead Protection Plan.

RECOMMENDED ACTION

Included in the packet are two documents. One is a review draft showing the changes via strikethrough for deletion and underline for addition to allow for you to follow the changes. Another is the ordinance form with how each changed section will read after amendment. If the Council finds the changes to be acceptable, it would be recommended to approve the ordinance.

ST. FRANCIS UTILITY CODE UPDATES

REVIEW DRAFT

SECTION 1 – GENERAL REQUIREMENTS – PAGE 3-2

SECTION 2 – WATER REGULATIONS – PAGE 3-8

SECTION 3 – SEWER REGULATIONS – PAGE 3-15

SECTION 4 – SEPTIC & WELL REGULATIONS – PAGE 3-38

DRAFT

SECTION 1

GENERAL PROVISIONS

SECTION:

3-1-1: Definitions
3-1-2: Fixing Rates and Charges for Municipal Utilities
3-1-3: Contractual Contents
3-1-4: Rules and Regulations Relating to Municipal Utilities
3-1-5: Connection or Tapping Prohibited – Delinquent Assessments or Charges
3-1-6: Violation a Misdemeanor

3-1-1: DEFINITIONS. As used this Code, the following words and terms shall have the meanings stated:

A. "Company", "Grantee", and "Franchisee" mean any public utility system to which a franchise has been granted by the City.

B. "Consumer" and "Customer" mean any user of a utility.

C. "Municipal Utility" means any City-owned utility system, including, but not by way of limitation, water and sewerage service.

D. "Service" means providing a particular utility to a customer or consumer.

E. "Utility" means all utility services, whether the same to be public City-owned facilities or furnished by public utility companies.

3-1-2: FIXING RATES AND CHARGES FOR MUNICIPAL UTILITIES. All rates and charges for municipal utilities, including, but not by the way of limitation, rates for service, permit fees, deposit, connection and meter testing fees, disconnection fees, reconnection fees including penalties for non-payment if nay, shall be fixed, determined and amended by the Council and adopted by ~~resolution~~ ordinance as part of the City's Fee Schedule. Such ~~resolution~~ ordinance, containing the effective date thereof, shall be kept on file and open to inspection in the office of the City Clerk~~/Treasurer~~ and shall be uniformly enforced. For the purpose of fixing such rates and charges, the Council may categorize and classify under the various types of service, provided, that such categorization and classification shall be included in the resolution authorized by this Section.

3-1-3: CONTRACTUAL CONTENTS. Provisions of this Chapter relating to municipal utilities shall constitute portions of the contract between the City and all

consumers of municipal utility services, and every such consumer be deemed to assent to the same.

3-1-4: RULES AND REGULATIONS RELATING TO MUNICIPAL UTILITIES.

A. Billing, Payment and Delinquency. All municipal utilities shall be billed monthly and a utilities statement or statements shall be mailed to each consumer. All utilities charges shall be delinquent if they are unpaid at the close of business on the 15th day following such billing, provided, that if the 15th day shall fall on a Saturday, Sunday or legal holiday, the time shall be extended to the close of business on the next succeeding day on which business is normally transacted. A penalty of ten (10) percent of the delinquent amount shall be added to, and become part of, all delinquent utility bills. Each billing will clearly state the penalty as a percentage rate. Delinquent utility accounts shall result in disconnection within forty-eight (48) hours after mailing notice thereof to the consumer. If service is suspended due to delinquency it shall not be restored at that location until a reconnection charge has been paid for each utility reconnected in addition to amounts owed for service and penalties.

B. Application, Connection and Sale of Service. Application for municipal utility services shall be made upon forms supplied by the City, and strictly in accordance therewith. No ~~connection shall be made until consent has been received from the~~ connection shall be made until consent has been received from the City to make the same. All municipal utilities shall be sold and delivered to consumers under the then applicable rate applied to the amount of such utilities taken as metered or ascertained in connection with such rates.

C. Discontinuance of Service. All municipal utilities may be shut off or discontinued, ~~any time between any Monday at 9:00 AM and the following Friday at 9:00 AM, except in case of an emergency~~, whenever it is found that:

1. The owner or occupant of the premises served, or any person working on any connection with the municipal utility systems, has violated any requirement of the City Code relative thereto, or any connection therewith, or.

2. Any charge for a municipal utility service, or any other financial obligation imposed on the present owner or occupant of the premises served, is unpaid after notice thereof.

3. There is fraud or misrepresentation by the owner or occupant in connection with any application for service or delivery or charges therefore.

4. The City will not shut off water service to a residential unit from October 15th through April 15th if that shut off would in any way affect the primary heat source of the unit and the present owner or occupant complies with thee provisions of state law and regulations.

5. The Building Official or the Director of Public Works to protect the public health and safety and in order to protect the public water supply and/or private property, may order the City water service immediately disconnected to any property upon determining that any of the following conditions exist: (Ord 133, SS, 2-2-2009)

   a. The property if vacant;

   b. The property if unsecured;

   c. The property is determined to be uninhabitable or unsuitable for occupancy;

   d. Other utilities to the property providing heat and/or light have been shut off;

   e. The property has plumbing that is failing or unsafe;

   f. That running water to the property creates an unsanitary or unsafe condition to anyone who may enter the property; or

   g. The property owner or occupancy has refused access by authorized officials as authorized by this Section.

6. <u>If the Public Works Director or designee determines a meter needs reading, inspection, maintenance, or replacement, a notification shall be placed on the property. If the owner or occupier of a premises fails to respond to the order within fourteen (14) days, the City may cause to have a No Response Fee, as established by the Fee Schedule, charged to the property or premise account. After such charge is applied to the property, the City may cause to have the water shut-off.</u>

~~6.~~<u>7.</u> The water service shall not be re-connected to the property until it has passed an inspection by the Director of Public Works or designee and/or the Building ~~Inspector~~ Official and the necessary permits have been issued and fees have been paid. The inspection fee will be determined by <u>the City's fee schedule</u> ~~resolution of the City Council~~. (Ord 133, SS, 2-2-2009)

D. Ownership of Municipal Utilities. Ownership of all municipal utilities, plants, lines, mains, extensions and appurtenances thereto, shall be and remain in the City

and no person shall own any part of portion thereof. Provided, however, that private facilities and appurtenances constructed on private property are not intended to be included in municipal ownership.

E. Right of Entry. By applying for, or receiving, a municipal utility service, a customer irrevocably consents and agrees that any City employee acting within the course and scope of his employment may enter into and upon the private property of the customer, including dwellings and other buildings, at all reasonable times under the circumstances, in or upon which private property a municipal utility, or connection therewith, is installed, for the purpose of inspecting, repairing, reading meters, connecting or disconnecting the municipal utility service.

F. Meter Test. Whenever a consumer shall request the City to test any utility meter in use by him, such a request shall be accompanied by a cash deposit for each meter to be tested. If any such meter is found to be inaccurate the same shall be replaced with an accurate meter and the deposit thereon refunded. If the meter shall be found to be accurate in its recordings or calculations it shall be reinstalled and deposit shall be retained by the City to defray the cost of such test.

G. Unlawful Acts.

1. It is unlawful for any person to willfully or carelessly break, injure, mar, deface, disturb, or in any way interfere with any buildings, attachments, machinery, apparatus, equipment, fixture, or appurtenance of any municipal utility or municipal utility system, or commit any act tending to obstruct or impair the use of any municipal utility.

2. It is unlawful for any person to make any connection with, opening into, use, or alter in any way any municipal utility system without first having applied for and received written permission to do so from the City.

3. It is unlawful for any person to turn on or connect a utility when the same has been turned off or disconnected by the City for non-payment of a bill, or for any other reason, without first having obtained a permit to do so from the City.

4. It is unlawful for any person to "jumper" or by any means or device fully or partially circumvent a municipal utility meter, or to knowingly use or consume un-metered utilities or use the services of any utility system, the use of which the proper billing authorities have no knowledge.

H. Municipal Utility Services and Charges a Lien.

1. Payment for all municipal utility (as that term is defined in City Code, Section ~~3.01~~ 3-1-1) service and charges shall be the primary responsibility of the owner of the premises served and shall be billed to him unless otherwise contracted for and authorized in writing by the owner and the tenant, as agent for the owner, and consented to by the City of St. Francis, Minnesota. The City may collect the same in a civil action or, in the alternative and at the option of the City, as otherwise provided in this Subdivision.

2. Each such account is hereby made a lien upon the premises served. All such accounts which are more than thirty (30) days past due may, when authorized by resolution of the Council, be certified by the City Clerk~~/Treasurer~~ of the City of St. Francis, Minnesota, to the County Auditor, and the City Clerk~~/Treasurer~~ in so certifying shall specify the amount thereof, the description of the premises served, and the name of the owner thereof. The amount so certified shall be extended by the Auditor on the tax rolls against such premises in the same manner as other taxes, and collected by the County Treasurer, and paid to the City along with other taxes.

I. Notice and Appeal. The City will provide the current owner or occupant notice of a pending shut-off or certification prior to shutting off the water or certifying the unpaid amount and the appeal mechanism in the subdivision. This notice will be by first class mail to the individual's last known address at least twenty (20) days and, if there is no response, a red tag with the appropriate notice will be affixed to the property for a period of seven (7) days. Individuals who receive such a notice may appeal to the City Council by submitting a written appeal no later than thirty (30) calendar days after the initial notice. In addition, individuals who receive such a notice may submit a written request to meet with a City representative at any time prior to the matter being placed before the City Council to discuss the unpaid bill or other reason for shut off or certification.

3-1-5: CONNECTION OR TAPPING PROHIBITED – DELINQUENT ASSESSMENTS OR CHARGES. No permit shall be granted to tap or connect with sewer or water mains when any assessment or connection charge for such sewer or water main against the property to be connected is in default or delinquent. If such assessment or connection charges are payable in installments, no permit shall be granted unless all installments then due and payable have been paid.

~~**3-1-6: VIOLATION A MISDEMEANOR.** Every person who violates a section, subdivision, paragraph or provision of this Chapter when he/she performs an act thereby prohibited or declared unlawful, or fails to act when such failure is thereby prohibited or declared unlawful, and upon conviction thereof, shall be punished as for a misdemeanor except as otherwise stated in specific provisions hereof.~~

3-1-6: CONNECTION & ACCESS CHARGES. Connection and access charges shall be required to be paid prior to the initiation of service for any utility. The cost of such charges shall be fixed from time to time by Ordinance in the form of the City's Fee Schedule. Such charges shall be reflective of the original cost of improvements to which connection is made, together with appropriate adjustments which reflect current costs for similar improvements shall be paid at the time a connection is made or required to be made to any Sanitary Sewer, Public Water, Storm Sewer, or other Public Improvement by any premise which has not previously contributed to the costs of such Public Improvement.

3-1-7: VIOLATION A MISDEMEANOR. Every person who violates a section, subdivision, paragraph or provision of this Chapter when he/she performs an act thereby prohibited or declared unlawful, or fails to act when such failure is thereby prohibited or declared unlawful, and upon conviction thereof, shall be punished as for a misdemeanor except as otherwise stated in specific provisions hereof.

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SECTION 2

RULES AND REGULATIONS RELATING TO WATER SERVICE

SECTION:

3-2-1: Deficiency of Water and Shutting Off Water
3-2-2: Notice & Repair of Leaks
3-2-3: Abandoned Service Penalties
3-2-4: ~~Service Pipes~~ Private Service Connections & Maintenance
3-2-5: Private Water Supplies
3-2-6: ~~Prohibited Uses or Restricted Hours~~ Water Use Restrictions
3-2-7: Water Emergencies
3-2-~~7~~8: Private Fire Hose Connections
3-2-~~8~~9: Opening Hydrants
3-2-~~9~~10: Un-metered Service
3-2-~~10~~11: Water Meters and Water Meter Horns
3-2-~~11~~12: Code Requirement
3-2-13: Water Connection Charges
3-2-14: Backflow Prevention
3-2-~~12~~15: Additional Rules and Regulations

3-2-1: DEFICIENCY OF WATER AND SHUTTING OFF WATER. The City is not liable for any deficiency or failure in the supply of water to customers whether occasioned by shutting the water off for the purpose of making repairs or connections or by any other cause whatever. In case of fire, or alarm of fire, water may be shut off to insure a supply for fire fighting. In making repairs or construction of new works, water may be shut off at any time and kept off so long as may be necessary.

3-2-2: REPAIR OF LEAKS. ~~It is the responsibility of the consumer or owner to maintain the curb stop and service pipe from the curb stop into the house or other building.~~ It is the responsibility of the consumer or owner to maintain the service pipe from the corporation cock, through the curb stop box, and into the house or other building. In case of failure upon the part of any consumer or owner to repair any leak occurring in his/her service pipe within twenty-four (24) hours after oral or written notice has been given the owner or occupant of the premises, the water may be shut off and will not be turned on until a reconnection charge has been paid and the water service has been repaired. When the waste of water is great or when damage is likely to result from the leak, the water will be turned off if the repair is not proceeded with immediately. If repairs are necessary to protect public or neighboring properties and not initiated within twenty-four (24) hours after oral and written notice, the City may cause to have the work done at the account holder or property owners' expense.

3-2-3: ABANDONED SERVICE PENALTIES. All service installations connected to the water system that have been abandoned or, for any reason, have become useless for further service shall be disconnected at the main. The owner of the premises, served by this service, shall pay the cost of the excavation and subsequent restoration. The City shall perform the actual disconnection and all pipe and appurtenances removed from the street right-of-way shall become the property of the City. When new buildings are erected on the site of old ones, and it is desired to increase the ~~old~~ existing water service size, a new permit shall be taken out and the regular tapping charge shall be made as if this were a new service. It is unlawful for any person to cause to allow any service pipe to be hammered or squeezed together at the ends to stop the flow or water, or to save expense in improperly removing such pipe from the main. Also, such improper disposition thereof shall be corrected by the City and the cost incurred shall be borne by the person causing or allowing such work to be performed.

~~**3-2-4: SERVICE PIPES.** Every service pipe must be laid in such manner as to prevent rupture by settlement. The service pipe shall be placed not less than seven (7) feet below the surface in all cases so arranged as to prevent rupture and stoppage by freezing. Service pipes between the curb stop and the building shall be the responsibility of the owner. Service pipes must extend from the main to the inside of the building; or if not taken into a building then to the hydrant of other fixtures which they are intended to supply. A valve, the same size as the service pipe, shall be place close to the inside wall of the building, ahead of the meter and well protected from freezing. Joints on copper tubing shall be flared or compression fitted, and kept to a minimum. Not more than one (1) joint shall be used for a service up to seventy (70) feet in length. All joints shall be left uncovered until inspected. Minimum size connection with the water mains shall be one-inch in diameter.~~

3-2-4: PRIVATE SERVICE CONNECTIONS & MAINTENANCE.

A. No person may excavate in a public right-of-way to obtain service from a water main, make connection therewith, or for any purpose which will expose a water main unless in receipt of a permit for the connection.

B. The corporation stop inserted in the distributing pipe must be of the size specified in the permit order and the connection shall be made in a manner consistent with City specifications and standards. Minimum size connection with the water main shall be one-inch in diameter.

C. Service pipes shall extend from the main through the curb stop box to the inside of the building; or if not taken into a building then to the hydrant or other fixtures which it is intended to supply. A brass ball valve, the same size as the service pipe, shall be installed close to the inside wall of the building, ahead of the meter and well protected from freezing. Service pipes 1 inch in diameter shall be Seamless Copper, Type K, Soft Annealed Copper or Polyethylene Grade PE-

3408 or PE-4710 and shall be rated for 200 PSI working pressure, SDR-9, Copper Tube Size. Copper materials shall not be used for services larger than 1 inch in diameter. Service materials for services larger than 2 ½ inches in diameter shall conform to the requirements of Ductile Iron Pipe Class 52 or Polyvinyl Chloride Pipe C-900. Where non-conductive service materials are installed, #12 AWG solid copper or copper clad steel (CCS) wire with 30 mil high density polyethylene (HDPE) insulating jacket shall be installed along the entire length of service pipe. The copper wire shall be terminated such that it is able to be connected to and used for underground locating purposes.

D. Every service pipe must be laid in such manner as to prevent rupture by settlement. The service pipe shall be placed not less than eight (8) feet below the surface in all cases so arranged as to prevent rupture and stoppage by freezing or other such damage.

E. Joints on copper tubing shall be flared and kept to a minimum. Joints on polyethylene tubing shall be compression fitted with Type 304 stainless steel pipe inserts/stiffeners. Not more than one (1) joint shall be used for a service up to seventy (70) feet in length. All joints shall be left uncovered until they have been inspected.

F. The curb stop shall be installed in a manner such that it is accessible from the surface through a curb stop box without digging. The curb stop box shall be installed in a location accessible to the City at all times and in a manner approved by the City. All curb stop boxes shall conform and be maintained to the specifications and standards of the City. All curb stops shall be installed with a stationary operating rod a minimum of 78 inches in length. All valves within curb stop boxes shall be maintained in good working condition at all times. It shall be the responsibility of the applicant, owner, occupant or user to maintain the water service curb stop box for operability and at such height as will ensure that it remains above the finished grade of the land or property. No person shall erect any fence or other structure or plant any tree or other landscaping that would obstruct the use of the curb stop box or cause damage to the same. If the curb stop box needs maintenance or raising or if the area around the curb stop needs clearing for access, the City may cause to have the work done at the expense of the account holder and/or property owner.

G. Frozen or otherwise damaged service pipes between the corporation stop and the building inclusive of the curb stop box shall be the responsibility of the private property owner. All maintenance, repairs, or other such work to the service pipe shall be done to the specification and standards of the City and require a permit and inspection from the Public Work Director and/or Building Official.

H. No more than one house or building shall be supplied from one corporation stop.

I. All piping and connections from the corporation cock and/or the curb stop box to the premise supply piping shall be made under the supervision of a licensed plumber subject to inspection by the City Building Official and/or the Public Works Director or designee. The water meter installation shall be inspected, tested, and the meter sealed by the Public Works Department.

J. If the property owner requests maintenance services or repairs be performed by the City, or if repairs are necessary to protect public or neighboring properties in an emergency situation, the property owner shall be charged for the costs of the maintenance and/or repairs, including but not limited to any necessary street repairs, concrete, concrete curb and gutter, sidewalk, bituminous trail, turf, etc.

3-2-5: PRIVATE WATER SUPPLIES. No water pipe of the City water system shall be connected with any pump, well, pipe, tank or any device that is connected with any other source of water supply and when such are found, the City shall notify the owner or occupant to disconnect the same and, if not immediately done, the City water shall be turned off. Before any new connections to the City system are permitted, the City shall ascertain that no cross-connections will exist when the new connection is made. When a building is connected to "City Water" the private water supply may be used only for such purposes as the City may allow as stated in Section 3-4-9.

~~**3-2-6: PROHIBITED USES OR RESTRICTED HOURS.** Whenever the City shall determine that a shortage of water threatens the City, it may entirely prohibit water use or limit the times and hours during which water may be used from the City water system for lawn and garden sprinkling, irrigation, car washing, air conditioning, and other uses, or either or any of them. It is unlawful for any water consumer to cause or permit water to be used in violation of such determination after public announcement thereof has been made through the news media specifically indicating the restrictions thereof.~~

3-2-6: WATER USE RESTRICTIONS.

A. A person may water, sprinkle, irrigate, or otherwise use water in the Urban Service Area for lawn areas, grass, or turf (hereinafter referred to as "irrigation" or "irrigate") only on alternating days between May 1st and continuing until September 30th of each year. This prohibition is in effect from 10 am until 7 pm each day during this period.

B. Alternating days means that property with an address ending in an odd number may irrigate only on odd-numbered days of the month and property with an address ending in an even number may irrigate only on even-numbered days of the month.

C. Upon written request and approval by the City Administrator, or his designee, and subject to such terms and conditions imposed by the City Administrator, or

his designee, with respect to such approval, the following persons may be authorized to irrigate or otherwise utilize water from the City's municipal water system at times other than as permitted in Section 3-2-16 Subdivision A and B hereof:

1. Employees and agents of the City or School District, in such instances wherein lawn, grass, or turf used for play fields or park areas owned and operated by such entities require more frequent irrigation to prevent unreasonable damage thereto.

2. Owners and lessees (their employees and agents) of lands newly sodded or grass seeded which requires irrigation to prevent loss of the new sod, seed, or immature turf or grasses for a period of thirty (30) days, when in receipt of a permit for such activity from the Public Works Director.

3-2-7: WATER EMERGENCIES.

A. Whenever in the judgment of the City Administrator, or his designee, the water pressure and/or available water in the municipal water system reaches a level which endangers the public health or safety of residents and other persons in the City, he may declare a state of water emergency which shall continue until such time as he shall determine that the danger to public health or safety no longer exists. Forthwith upon the declaration of a state of water emergency notice thereof shall be publically posted, and all orders of the City Administrator, or his designee, issued pursuant thereto shall be enforced after one hour has elapsed from the time of such notice.

B. During the existence of a state of water emergency the City Administrator, or his designee, may, by order, impose restrictions on sprinkling, irrigation, or other utilization of water from the City's municipal water system including, but not limited to the total prohibition of water use for lawn and garden sprinkling, irrigation, car washing, air conditioning, and other uses, or either or any of them or the prohibition of such water use on specified days or during certain hours.

~~**3-2-7: PRIVATE FIRE HOSE CONNECTIONS.** Owners of structures with self-contained fire protection systems may apply for and obtain permission to connect the street mains with hydrants, large pipes, and hose couplings, for use in case of fire only, at their own installation expense and at such rates as the Council may adopt by resolution as herein provided.~~

3-2-8: OPENING HYDRANTS. It is unlawful for any person, other than members of the Fire Department or other person duly authorized by the City, in pursuance of lawful purpose, to open any fire hydrant or attempt to draw water from the

same or in any manner interfere therewith. It is also unlawful for any person so authorized to deliver ~~do liver or suffer~~ or offer to be delivered to any other person any hydrant key or wrench, except for the purposes strictly pertaining to their lawful use.

3-2-9: UN-METERED SERVICE. ~~Un-metered service may be provided for construction, flooding skating rinks, and any other purpose. Such service shall be at a duly adopted rate. Where it is difficult or impossible to accurately measure the amount of water taken, un-metered service may be provided and the un-metered rate applied; provided, however, that by acceptance thereof the consumer agrees to have the City estimate the water used. In so estimating the City shall consider the use to which the water is put and the length of time of un-metered service.~~ In cases where, in the opinion of the Public Works Director, no reasonable manner for metered service is available, a private system user may be granted un-metered service on a temporary basis. The user shall pay the temporary meter fee and fees for the estimated water use based on the judgment of the Public Works Director.

3-2-10: WATER METERS AND WATER METER HORNS. All water meters shall be furnished, owned, controlled, and maintained by the City at the expense of the property owner. All repairs of water meters not resulting from normal usage shall be the responsibility of the property owner. All meters in need of replacement, shall be replaced with a remote type which shall be furnished and maintained by the City. All water meters shall be installed in a manner acceptable to the City ~~and controlled by the City~~ and the cost of installation shall be the responsibility of the property owner. ~~All water meters shall be owned and maintained by the City at the expense of the property owner. All repairs of water meters not resulting from normal usage shall be the responsibility of the property owners. All meters in need of replacement shall be replaced at the cost of the property owner and furnished and maintained by the City.~~ All five-eighths (5/8) and one (1) inch meters shall be installed in a meter horn with remote wire and remote pad. All meters larger than one (1) inch shall meet City requirements including remote wire and remote pad. All meter installations shall be controlled and inspected by the City and the cost of installation shall be the responsibility of property owner.

3-2-11: CODE REQUIREMENT. All piping, connections and appurtenances shall be installed and performed strictly in accordance with the Minnesota Plumbing Code and other standards and specifications of the City. Failure to install or maintain the same in accordance therewith, or failure to have or permit required inspections shall, upon discovery by the City, be an additional ground for termination of water service to any consumer. The corresponding fees for such permits, as established by the City's Fee Schedule, shall be paid at the time of permit issuance.

~~**3-2-12: ADDITIONAL RULES AND REGULATIONS.** The Council may, by resolution, adopt such additional rules and regulations relating to placement, size and type of equipment as it, in its discretion, deems necessary or desirable. Copies of such additional rules and regulations shall be kept on file in the office of the City Clerk/Treasurer, and uniformly enforced.~~

3-2-13: WATER CONNECTION CHARGES. Connection charges are due to the City upon issuance of a building permit or connection permit and prior to a new occupancy. This fee shall be set by ordinance for each equivalent connection unit. An equivalent connection unit (one E.C.) is established in Section 3-3-8 for development within the City. One single family dwelling is one unit. These Standards may be amended as may be necessary by ordinance.

3-2-14: BACKFLOW PROTECTION. Approved devices or assemblies for the protection of the potable water supply must be installed at any plumbing fixture or equipment where backflow or back siphonage may occur and where a minimum air gap cannot be provided between the water outlet to the fixture or equipment and its flood level rim.

A. Any device or assembly for the prevention of backflow or back siphonage installed, shall have first been certified by a recognized testing laboratory and have a certification number clearly visible on the devise. AWWA, ASSE, and USC are the certified labs recognized by the Administrative Authority. These devices must be readily accessible.

B. The installation of reduced pressure backflow preventers shall be permitted only when a periodic testing and inspection program conducted by qualified, accredited personnel will be provided by an agency acceptable to the administrative authority. Inspection intervals shall not exceed one year, and overhaul intervals shall not exceed five years. The administrative authority may require more frequent testing if deemed necessary to assure protection of the potable water. Backflow preventers shall be inspected frequently after initial installation to assure that they have been properly installed and that debris resulting from piping installation has not interfered with the functioning of the assembly.

3-2-15: ADDITIONAL RULES AND REGULATIONS. The Council may, by resolution, adopt such additional rules and regulations relating to placement, size and type of equipment as it, in its discretion, deems necessary or desirable. Copies of such additional rules and regulations shall be kept on file in the office of the City Clerk, and uniformly enforced.

SECTION 3

RULES AND REGULATIONS RELATING TO SEWAGE SERVICE

SECTION:

3-3-1: Definitions
3-3-2: Use of Public Sewers Required
3-3-3: Constructing Building Sewers and Connections to Public Sewers
3-3-4: Repairs to Sewage Service
3-3-5: Use of Public Sewers
3-3-6: Damage to Public Sewage System
3-3-7: Authority and Powers of Inspectors
3-3-8: Equivalent Connection Charges
3-3-9: User Charges
3-3-10: Connection With and Use of City System Without Compliance Prohibited
3-3-11: Qualifications of Persons

3-3-1: DEFINITIONS. The following terms, as used in this Section, shall have the meanings stated:

A. "BOD" or "BOD_5" (denoting Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees C., expressed in milligrams per liter.

B. "Building Drain" means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning at least one (1) foot outside the building footings.

C. "Building Sewer Service" means the sewer extension from the building drain to the public sewer main or other place of disposal.

D. "Collection" means the receiving and conveying of sewage, including any lifting or pumping equipment and/or structures, to the sewage treatment facility.

E. "Domestic Wastes" includes one or more of the following: human excretions, food and meal preparation, dishwashing, and laundry wastes in less than industrial quantities.

F. "Equivalent Connection" means a building sewer which produces a flow equivalent to an average single family detached residence contribution calculated at ~~two hundred fifty (250)~~ two-hundred seventy-four (274) gallons per day with a BOD loading of 0.60#/day.

G. "Garbage" means solid wastes from the domestic and commercial preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.

H. "Industrial Wastes" means the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

I. "Industrial User" means any person from whose property industrial waste is discharged into the public sanitary sewer in quantities greater than one thousand (1,000) gallons per day or which produces concentrations of suspended solids or BOD content exceeding the limits herein set for normal sewage.

J. "Maintenance" means the repairing, replacing, cleaning, repainting or such similar work as is necessary to maintain the sewage system in proper operating condition.

K. "Natural Outlet" means any outlet into a watercourse, pond, ditch, lake or other body or surface or groundwater.

L. "Normal Sewage" means sewage in volumes of two-hundred seventy-four (274) or less ~~than two hundred seventy-five (275~~) gallons per day and containing an average concentration of suspended solids below ~~two hundred seventy-five (275)~~ two hundred fifty (250) milligrams per liter and a BOD content of below ~~two hundred seventy-five (275)~~ two hundred fifty (250) milligrams per liter.

M. "Operation" means the day-to-day managing, controlling, and maintaining of the sewage system.

N. "pH" means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

O. "Properly Shredded Garbage" means the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch (1.27 centimeters) in any dimension.

P. "Public Sewer" means a sanitary sewer in which all owners of abutting properties have equal usage rights, and is controlled by public authority.

Q. "Replacement" means the purchase and installation in the sewage system of an item of real or personal property as a substitute for a like item that has been damaged or not functioning properly.

R. "Sanitary Sewer" means a sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

S. "Sewage" means a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface and storm waters as may be present.

T. "Sewage Treatment Plant" means any arrangement of devices and structures used for treating sewage.

U. "Sewerage System" means all facilities for collecting, pumping, treating, and disposing of sewage.

V. "Slug" means any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

W. "Storm Drain" or "Storm Sewer" means a sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

X. "Suspended Solids" means solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

Y. "Unpolluted Water" means clean water uncontaminated by industrial wastes, other wastes, or any substance which renders such water unclean or noxious or impure so as to be actually or potentially harmful or detrimental, or injurious to public health, safety, or welfare to domestic, commercial, industrial or recreational uses; or to livestock, wild animals, birds, fish, or other aquatic life.

Z. ~~Y.~~ "Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently.

~~Z ."Zones" or "Zone" means any one or more of the following specified zones~~:

AA. "Metropolitan Urban Service Area" (MUSA) means the area identified in the Comprehensive Plan as intended for urban services (i.e. sewer and water).

BB. "Rural Service Area" means the area identified in the Comprehensive Plan as intended for rural services (i.e. septic and well).

3-3-2: USE OF PUBLIC SEWERS REQUIRED.

A. Deposition of Waste. It is unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property, or in any area under the jurisdiction of the City, any human or animal excrement, garbage, or other objectionable waste.

B. Discharge to Natural Outlets. It is unlawful for any person to discharge to any natural outlet or in any area under the jurisdiction of the City, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Section.

C. Construction of Private Waste Disposal System. Except as hereinafter provided, it is unlawful for any person to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage in the MUSA that abuts a public right-of-way or easement in which there is located a public sanitary sewer of the City. Where a hardship exists, the Council may allow the continued use of an existing safe on-site sewage disposal system, as a non-conforming use. No expansion or alteration or repair of these systems will be allowed; should they be necessary, the connection to the public system will then be required within ninety (90) days. Parcels within the MUSA greater than twenty (20) acres in size may install and maintain an on-site sewerage disposal system until that time the parcel is further subdivided.

D. Connection to the Public Sewerage System. Unless excepted above, the owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other like purposes situated within the MUSA abutting on any street, alley or right-of-way in which there is located a public sanitary sewer of the City, is hereby required at his expense to install suitable toilet and other wastewater collection facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Section, within ninety (90) days after the date of official notice to do so from the City. Provided, however, that this requirement shall not apply to unheated buildings used exclusively for storage.

E. Abandonment of Private System. At such time as public sewer becomes available to a property sewered by a private sewage disposal system, as direct connections shall be made to the public sewer in compliance with this Section, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be removed from the site. In cases where the City Engineer finds that removal may cause significant damage in regards to public property, erosion, or mature trees the system may be abandoned, cleaned of sludge, and filled with suitable material, such as clean pit-run gravel or dirt to the satisfaction of the Public Works Director ~~Maintenance Superintendent~~.

F. Extension of Sewer. If a person in the MUSA needs or desires to connect to the City Sewerage System, he may petition the Council to extend sewers to serve his

property. The Council shall follow the procedure as specified by statute for the construction of said improvements.

G. Pretreatment. Sewerage systems users shall provide necessary wastewater treatment as required to comply with this Section and shall achieve compliance with all Federal categorical pre-treat wastewater to a level acceptable to the Public Works Director ~~Maintenance Superintendent~~/City Engineer shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Public Works Director ~~Maintenance Superintendent~~/City Engineer for review, and shall be acceptable to the Public Works Director ~~Maintenance Superintendent~~/City Engineer before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce and effluent acceptable to the Public Works Director ~~Maintenance Superintendent~~/City Engineer under the provisions of this Section. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the Public Works Director ~~Maintenance Superintendent~~/City Engineer prior to the user's initiation of the charges. All records relating to the compliance with pretreatment standards shall be made available by the Public Works Director ~~Maintenance Superintendent~~/City Engineer Engineer to officials of the EPA or MPCA upon request.

H. Confidential Information. Information and data on a user's water consumption and sewage characteristic obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agencies without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the Public Works Director ~~Maintenance Superintendent~~ that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for users related to this Section, the NPDES Permit, State Disposal System Permit and/or the pretreatment programs; provided, however, that such portions of a report shall be available for use by the State or any State agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater ~~constituents~~ composition and characteristics will not be recognized as confidential information. Information accepted by the Public Works Director ~~Maintenance Superintendent~~ as confidential, shall not be transmitted to any governmental agency or to the general public by the Public Works Director ~~Maintenance Superintendent~~ until and unless a ten (10) day notification is given to the user.

I. Sludge Generated. Sludge, floats, skimming, etc., generated by an industrial or commercial pretreatment system shall not be placed into the wastewater disposal system. Such sludge shall be contained, transported, and disposed of by haulers in accordance with all Federal, State and local regulations.

3-3-3: CONSTRUCTING BUILDING SEWERS AND CONNECTIONS TO PUBLIC SEWERS.

A. Unauthorized Work on a Public Sewer. It is unlawful for any person to uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof, without first obtaining a written permit from the Public Works Director ~~Maintenance Superintendent~~.

B. Building Sewer Permits. There shall be three classes of building sewer permits (1) for residential service; (2) service to commercial and industrial firms producing domestic wastes; and, (3) for service to firms producing industrial wastes. The owner or his agent shall make application on a special form furnished by the City which form shall be adopted by the Council and the permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Public Works Director ~~Maintenance Superintendent~~. A permit and inspection fee set by the Council resolution according to the proposed sewer use and connection shall be paid to the City at the time the application is filed. Said permit fees may be changed by the Council, from time to time, by resolution, and a copy of such resolution shall be kept on file in the office of the City Clerk~~/Treasurer~~ and available for inspection during regular office hours. Any fee charged by the State of Minnesota or any other entity of the Sate or Federal government shall also be collected and shall be in addition to the fee herein.

C. Installation and Connection Costs. All costs and expenses incident to the installation and connection of the building sewer service shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

D. Separate Sewer Service for Each Building. A separate and independent building sewer shall be provided for every principal building~~, except where the location of the sewer and the building to be connected reasonably require otherwise, the Council shall determine what is reasonable~~. Residential, commercial, and industrial developments with several buildings may require sewers and manholes on private property to provide individual building services. Such a system must be approved by the City Engineer.

E. Reuse of Old Sewer Services. Old building sewer services may be used in connection with new buildings only when they are found, on examination and/or

testing by the owner in a manner acceptable to the Public Works Director ~~Maintenance Superintendent~~, to meet all requirements of this Section.

F. Building Sewer Service Code Requirements. The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, connection to the public sewer, testing, and backfilling the trench, shall all conform to the requirements of the State Building Code and of other applicable rules and regulations of the City. Care shall be taken to prevent entry of groundwater or any unauthorized waters into the public sewer during construction. For residential service, no floor drains from accessory building or garages, whether attached or detached, shall be connected to the building sewer or sanitary sewer.

G. Gravity or Lifted Sewage Flow in Sewer Service. Whenever possible, the building sewer service shall be brought to the building at an elevation below the basement floor, in all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means discharged to the building sewer service.

H. Building Sewer Service Inspection. The applicant for the building sewer service permit shall notify the Public Works Director ~~Maintenance Superintendent~~ when the building sewer service is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Public Works Director ~~Maintenance Superintendent~~ or his representative.

I. Public Hazard Protection During Service Installation. All excavations for building sewer service installation shall be adequately guarded with barricades and lights so as to protect the public from hazard as required by the Minnesota Department of Transportation rules and regulations. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

3-3-4: REPAIRS TO SEWAGE SERVICE.

A. Whenever any building sewer service becomes clogged, obstructed, broken or out of order between the building and the main, the owner shall forthwith make repairs.

B. If the owner fails to make the necessary repairs required by Section 3-3-4.A of this Code, the City may cause the work to be performed and bill the property owner accordingly.

C. Whenever any damage condition of a building sewer service shall cause damage to, or the introduction of soil or foreign matter into, the municipal sewerage

system which shall require repairs or cleaning of the system, the property owner shall be responsible for the cost of repairs or cleaning.

D. Each day, after notice, that a person neglects or fails to repair the building sewer service constitutes a separate violation of the City Code.

3-3-5: USE OF PUBLIC SEWERS.

A. ~~Illegal Discharge. It is unlawful for any person to discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer without a special permit from the City.~~

Prohibited Discharges.

1. Unpolluted Waters. No person, firm, or corporation shall discharge or cause to be discharged directly or indirectly any storm water, groundwater, roof runoff, yard drainage, yard fountain water, pond or pool overflow, subsurface drainage, waste from on-site disposal systems, unpolluted cooling or processing water to any sanitary sewer except as permitted by the City or other local unit government. Storm water and all other unpolluted discharge shall be directed to the storm water collection system, except that unpolluted cooling or processing water shall only be so discharged upon approval by the City or other unit of local government.

2. Foreign or Hazardous Substances.

   a. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;

   b. Any water or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the wastewater treatment works;

   c. Any water or waste having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the wastewater treatment works;

   d. Solid or viscous substances, either whole or ground, in quantities or of such size capable of causing obstruction to the flow in the sewers, or other interference with the proper continuation of the wastewater facilities but not limited to ashes, cinders, disposable diapers, glass grinding or polishing wastes, stone cuttings or polishing wastes, sand,

mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, underground garbage, whole blood, paunch manure, hair and fleshings, entrails, sanitary napkins, paper dishes, cups, milk containers, and other paper products;

e. Noxious or malodorous liquids, gases, or substances which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance or repairs.

B. ~~Article V of Sewage and Waste Control Rules and Regulations for the Metropolitan Disposal System. The regulations of the Metropolitan Waste Control Commission, (formerly Metropolitan Sewer Board) adopted December 1, 1971, and as the same has been, or may be in the future, amended, are hereby adopted by reference and incorporated herein. A copy of said Rules and Regulations and amendments thereto, shall be kept on file in the office of the City Clerk/Treasurer for reference and open to public inspection during regular office hours.~~

Regulated Discharges. No person shall discharge or cause to be discharged directly or indirectly the following described substances to any public sewer unless in the opinion of the City the discharge will not harm the wastewater facilities, nor cause obstruction to the flow in sewers, nor otherwise endanger life, limb, or public property, nor constitute a nuisance. In forming its opinion as to the acceptability of the wastes, the City may give consideration to such factors as the relation of flows and velocities in the sewers, nature of the sewage treatment process, capacity of the sewage plant, the City's NPDES permit, and other pertinent determinations either on a general basis or as to discharges from individual users or specific discharges, and may prohibit certain discharges from individual users because of unusual concentrations or combinations which may occur. The substances restricted shall be:

1. Any liquid or vapor having a temperature in excess of one hundred fifty (150) degrees F (65 degrees C).

2. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) milligrams per liter or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees F. (zero (0) and sixty-five (65) degrees C.).

3. Any garbage that has not been ground or comminuted to such degree that all particles will be carried freely in suspension under flows normally prevailing in the public sewers, with no particles greater than one-half inch in any dimension.

4. Any water or wastes containing strong acid, iron pickling wastes, or concentrated plating solutions, whether neutralized or not.

5. Any water or wastes containing phenols or other taste or odor producing substances which constitute a nuisance or hazard to the structures, equipment, or personnel of the sewage works, or which interfere with the treatment required to meet the requirements of the State or Federal Government, or any other public agency with proper authority to regulate the discharge from the sewage treatment plant.

6. Any radioactive wastes or isotopes of such half-life or concentration that they are not in compliance with regulations issued by the appropriate authority having control over their use or may cause damage or hazards to the treatment works or personnel operating it.

7. Any water or wastes having a pH in excess of 9.5.

8. Materials which exert or cause:

   a. Unusual concentrations of suspended solids, (such as, but not limited to, Fuller's earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride or sodium sulfate).

   b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).

   c. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment works.

   d. Unusual volume of flow or concentration of wastes constituting a slug.

   e. Water or water containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of the NPDES Permit, or requirements of other governmental agencies having jurisdiction over discharge from the sewage treatment plant.

~~C. Preliminary Treatment or Flow Equalization Facilities. Where preliminary treatment or flow equalization facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.~~

C. Response to Improper Discharge. If any water or wastes are discharged, or are proposed to be discharged directly or indirectly to the public sewers, which water or

wastes do not meet the standards set out in or promulgated under this Section, or which in the jurisdiction of the City may have a deleterious effect upon the treatment works, processes, equipment, or receiving waters, or which otherwise create a hazard to life, or constitute a public nuisance, the City may take all or any of the following steps:

1. Refuse to accept the discharges.

2. Require control over the quantities and rates of discharge.

3. Require pretreatment to an acceptable condition for the discharge to the public sewers. The design and installation of the plant and equipment for pretreatment of equalization of flows shall be subject to the review and approval of the City, and subject to the requirements of 40 CFR 403, entitled "Pretreatment Standards", and the Minnesota Pollution Control Agency.

4. Require payment to cover the added cost of handling or treating the wastes.

~~D. Special Agreements or Arrangements with City. No statement contained in this Subdivision shall be construed as preventing any special agreement or arrangement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment, subject to payments for additional capital equipment and/or operating and maintenance costs therefore, by the industrial concern.~~

D. Interceptors. Grease, oil, and mud interceptors shall be provided when they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, as specified in this Chapter, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the City and shall be located as to be readily and easily accessible for cleaning and inspection.

~~E. Discharged Waste Sample Gathering. Commercial and industrial users with other than normal sewage shall permit the monthly gathering of samples of their discharged wastes by the Maintenance Superintendent or his authorized representative.~~

E. Preliminary Treatment or Flow Equalization Facilities. Where preliminary treatment or flow equalization facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.

F. Testing.

1. Required. When required by the City, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control structure

together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such structure and equipment, when required, shall be constructed at the owner's expense in accordance with plans approved by the City and shall be maintained by the owner so as to be safe and accessible at all times.

2. Standards. All measurements, tests, and analyses of the characteristics of water and waste to which reference is made in this Chapter shall be determined in accordance with 40 CFR 136 "Guidelines Establishing Test Procedures for the Analysis of Pollutants"; the latest edition of Standard Methods For the Examination Of Water and Wastewater, and shall be determined at the control structure provided, or upon suitable samples taken at the control structure. In the event that no special structure has been required, the control structure shall be considered to be the nearest downstream manhole in the public sewer from the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effluent constituents and their effect upon the treatment works and to determine the existence of hazards to life, health and property. Sampling methods location, times, duration, and frequencies are to be determined on an individual basis subject to approval by the City.

G. Industrial Waste. The owner of any property serviced by a building sewer carrying industrial wastes shall, at the discretion of the City, be required to provide laboratory measurements, tests, and analyses of waters or wastes to illustrate compliance with this Chapter and any special condition for discharge established by the City or regulatory agencies having jurisdiction over the discharge. The number, type, and frequency of sampling and laboratory analyses to be performed by the owner shall be as stipulated by the City. The industry must supply a complete analysis of the constituents of the wastewater discharge to assure that compliance with the Federal, State and local standards are being met. The owner shall bear the expense of all measurements, analyses and reporting required by the City. At such times as deemed necessary the City reserves the right to take measurements and samples for analysis by an outside laboratory.

D. Special Agreements or Arrangements with City. No statement contained in this Subdivision shall be construed as preventing any special agreement or arrangement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment, subject to payments for additional capital equipment and/or operating and maintenance costs therefore, by the industrial concern.

E. Discharged Waste Sample Gathering. Commercial and industrial users with other than normal sewage shall permit the monthly gathering of samples of their discharged wastes by the Public Works Director ~~Maintenance Superintendent~~ or his authorized representative.

F. Required Daylighting. All sump pumps and garage floor drains shall be daylighted to prove the discharge is not being put into the sanitary sewer system. The discharge pipes from both shall be directed away from houses/principal structures on neighboring properties and wetlands.

3-3-6: DAMAGE TO THE PUBLIC SEWAGE SYSTEM.

A. It is unlawful for any person to maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is part of the sewerage system.

B. It is unlawful for any person, having charge of any building or other premises which drains into the municipal sewerage system, to permit any substance or matter which may form a deposit or obstruction to flow or pass into the public sewer.

3-3-7: AUTHORITY AND POWERS OF INSPECTORS.

A. Permission to Enter Onto Private Property for Observation and Testing. The Public Works Director ~~Maintenance Superintendent~~ and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this Section. The Public Works Director ~~Maintenance Superintendent~~ shall have no authority to inquire into any proprietary processes in metallurgy, chemical manufacturing, refining, paper making, ceramics, or similar industries beyond the technical information required for the proper receiving, conveying and treatment of the particular waste.

B. Observation of Safety Rules by City Employees. While performing the necessary work on private properties referred to herein, the Public Works Director ~~Maintenance Superintendent~~ or duly authorized employees of the City shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the City employees and the City shall indemnify the company against loss or damage to its property by City employees against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions.

C. Inspection, Sampling, Measurement and Maintenance on Private Property. The Public Works Director ~~Maintenance Superintendent~~ and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly

negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewerage system lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of duly negotiated easement pertaining to the private property involved.

3-3-8: EQUIVALENT CONNECTION CHARGES.

A. Equivalent Connection Charge Definition and Application. A sum of money hereinafter termed "the equivalent connection charge" is to be collected for the purpose of providing funding necessary for the construction of the sewerage system and additions or extensions thereto, and for payment of principal and interest due or accruing on bonds and other obligations issued or incurred to finance such improvements. This sum of money is hereby charged with respect to every lot, parcel of land, buildings or premises within ~~Zone I and Zone II~~ MUSA that abuts a public right-of-way or easement in which there is located a public sanitary sewer of the City. Such charge is made for the privilege of making a connection, direct or indirect, to the City's facilities for the collections and treatment of sewage, industrial waste and water or other liquid discharged from such premises.

B. Payment of Connection Charges. Connection charges are payable at the time of the building permit issuance. The Building Inspector shall not issue a building permit until such connection charge is paid. For any building permit issued prior to the effective date of this Section, in which the connection has not been made to the Public Sewerage System, connection charges are then payable prior to the time of connection or by such date as stipulated by the Council. For existing buildings connection charges are payable upon application for a connection permit.

C. Application and Permit for a Connection. No connection from any premises to the disposal system is authorized without there being first obtained for such connection a permit issued by the City. No permit may be obtained from the City, and no representative of the City is authorized to issue a permit for connection unless and until an authorized representative of the City receives an application for such connection, determines and establishes the type of connection to be made and receives the equivalent connection fee as required. The City shall prepare, provide for, and furnish any form and instrument found necessary to the connection applications and permits of the City and perform all acts reasonably required with respect thereto. Applications and permits shall be uniform, in accordance with this Section.

D. Increased Connection Charges Based on Measurement. The determination and establishment in the first instance of the equivalent connection charge represented by a connection, especially when made by estimate based upon

representations of the owner or occupant of the premises is at all times subject to further determination and establishment after the connection has been made and determined by an actual measurement and/or analysis by the Public Works Director ~~Maintenance Superintendent~~ of the sewage or waste discharge from such connection entering into the system of the City. The receipt and acceptance by the City of any money paid and received by the City, as previously imposed does not bar the City's right to payment of the correct amount of money due therefore, as may be determined and established by actual measurement; and the City's right to recover therefore is not impaired. After a connection has been made and the connection charge established, imposed and paid, no diminution in discharge from the premises shall entitle the owner (or occupant) against the City to a reduction, reimbursement or refund with respect to the connection charge imposed and paid.

E. Computation of Connection Charges. Connection charges ~~for building within the immediate sewer service area (Zone I)~~ are due to the City upon issuance of a building and/or connection permit. This fee shall be set by Council resolution for each equivalent connection unit. An equivalent connection unit (one E.C.) is established as the anticipated flow from a single family residence as referenced herein. ~~The following list is hereby established as the basis for equivalent connection units for development within the City. These Standards may be amended as may be necessary by Council resolution.~~ The City hereby adopts by reference and incorporates herein Appendix A of the Metropolitan Council Environmental Services (MCES) Sewer Availability Charge Procedure Manual as may be amended in the future. A copy of said document and amendments thereto shall be kept on file in the office of the City Clerk for reference and open to public inspection during regular office hours. In cases where said document references MCES or MCES Staff shall be interpreted to mean City of St. Francis or City of St. Francis Staff respectively.

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~~FACILITY~~	~~PARAMETER~~	~~SEC~~
~~ANIMAL CLINIC (humane societies, animal research, boarding, etc.)~~		
~~Animal Holding Areas:~~	~~17 f.u.~~	~~1~~
~~Animal Runs:~~	~~34 f.u.~~	
~~ARCHERY (6 feet/lane)~~	~~6 lanes~~	~~1~~
~~ARENAS (bleachers 18 inches/person)~~	~~110 seats~~	~~1~~
~~AUDITORIUMS (7 sq. ft./person)~~	~~110 seats~~	~~1~~
~~AUTOMOBILE~~		
~~Fast service (less than 4 hours per car):~~	~~2 service bays~~	~~1~~
~~Major service (more than 4 hours per car):~~	~~14 employees~~	~~1~~
~~BALLROOM (exclude dance floor)~~		
~~Facility without liquor service:~~	~~825 sq. ft.~~	~~1~~
~~Facility with liquor service:~~	~~590 sq. ft.~~	~~1~~
~~BANK (exclude cash vault)~~	~~2,400 sq. ft.~~	~~1~~
~~BANQUET ROOM (15 sq. ft./ person)~~		
~~Food catered~~	~~2,060 sq. ft.~~	~~1~~
~~Food catered with dishwashing~~	~~1,180 sq. ft.~~	~~1~~
~~Food catered with liquor~~	~~1,028 sq. ft.~~	~~1~~
~~Food preparation and dishwashing~~	~~825 sq. ft.~~	~~1~~
~~Food catered with dishwashing and liquor~~	~~750 sq. ft.~~	~~1~~
~~Food preparation, dishwashing with liquor~~	~~590 sq. ft.~~	~~1~~
~~BARBER~~	~~4 chairs~~	~~1~~
~~BEAUTY SALON~~	~~4 cutting stations~~	~~1~~
~~BINGO HALL (used only for bingo)~~	~~110 seats~~	~~1~~
~~BOARDING HOUSE (dorm rooms)~~	~~5 beds~~	~~1~~
~~BODY SHOP (major service more than 4 hours per car, no vehicle washing)~~	~~14 employees~~	~~1~~
~~BOWLING ALLEYS (does not include bar or dining area)~~	~~3 alleys~~	~~1~~
~~CAMPS [no. gal X occupant or site)/274]~~		
~~Children's camps (central toilet and bath; overnight, primitive cabins)~~	~~274 gallons~~	~~1~~
~~(no. occupants X 50 gal/occupant)/274 gal~~		
~~Day camps (no meals)~~	~~274 gallons~~	~~1~~
~~(# occupants x 50 gal/occupant)/274 gal~~		
~~Labor/Construction camps~~	~~274 gallons~~	~~1~~
~~(# occupants x 50 gal/occupant)/274 gal~~		
~~Resorts (housekeeping cabins)~~	~~274 gallons~~	~~1~~
~~(# occupants x 60 gal/occupant)/274 gal~~		
~~Travel Trailer Parks~~		
~~with water & sewer hookup~~	~~274 gallons~~	~~1~~
~~(# sites x 100 gal/site)/274 gal~~		

~~FACILITY~~	~~PARAMETER~~	~~SEC~~
~~CAMPS – Continued~~ ~~Travel Trailer Parks~~ ~~with central toilet and showers~~ ~~(# sites x 75 gal/site)/274 gal~~ ~~sanitary dump (sites w/o hookup)~~ ~~(# sites x 10 gal/site)/274 gal~~	 ~~274 gallons~~ ~~274 gallons~~	 ~~1~~ ~~1~~
~~CAR WASH (Self Service)~~	~~1 stall~~	~~1~~
~~CAR WASH (Service Station – Automatic Rollover Brushes)~~	~~1 stall~~	~~6~~
~~CAR WASH (Requires specification on equipment flow rate and cycle time; tunnel-car pulled through)~~ ~~CONTACT MWCC FOR DETERMINATION~~	~~274 gallons~~	~~1~~
~~CHURCHES (for sanctuary, nave, chancel)~~ ~~(7 sq. ft./person-seating area) (remainder use other criteria) (sacristy, ambulatory-no charge)~~	~~275 seats~~	~~1~~
~~COCKTAIL LOUNGE (no food service)~~	~~23 seats~~	~~1~~
~~CORRECTION FACILITY (prison)~~	~~2.5 inmates~~	~~1~~
~~DAYCARE (number of children licensed for)~~	~~14 children~~	~~1~~
~~DORM ROOMS- On/Off campus students~~ ~~(charge additional for classrooms)~~	~~5 students~~	~~1~~
~~DRY CLEANERS (retail)~~	~~3,000 sq. ft.~~	~~1~~
~~ELDERLY HOUSING (100% of current SEC rate)~~ ~~(# of one bedroom units x 1.5 people/unit)~~ ~~+ (# of two bedroom units x 2.0 people/unit)~~ ~~(total # of people/3 people)~~	 ~~3 people~~	 ~~1~~
~~EXERCISE AREA/GYM (juice bars-no charge)~~ ~~(sauna, whirlpool included)~~ ~~No showers~~	 ~~700 sq. ft.~~ ~~2,060 sq. ft.~~	 ~~1~~ ~~1~~
~~FIRE STATION (charge for office, meeting room, etc. at established rates)~~ ~~Washing (hose tower, truck)~~ ~~Full-Time (overnight people)~~ ~~(75 gal/person)/274 gal~~ ~~Volunteer (occasional overnight)~~	 ~~274 gallons~~ ~~274 gallons~~ ~~14 people~~	 ~~1~~ ~~1~~ ~~1~~
~~FUNERAL HOME (charge viewing areas only-chapel, viewing areas, etc.)~~ ~~Apartment~~	~~770 sq. ft.~~ ~~1 apartment~~	~~1~~ ~~1~~
~~GAME ROOM (billiards, video, pinball games)~~ ~~With bar~~ ~~Without bar~~	 ~~590 sq. ft.~~ ~~2,060 sq. ft.~~	 ~~1~~ ~~1~~
~~GENERAL OFFICE BUILDING~~ ~~(deduct mechanical rooms, elevator shafts, Stairwells, restroom and storage areas)~~	~~2,400 sq. ft.~~	~~1~~

~~FACILITY~~	~~PARAMETER~~	~~SEC~~
~~GOLF COURSE (if showers-use locker room criteria)~~		
~~18 hole (280 golfers/day x 2.5 gal/golfer)/274 gal~~	~~274 gallons~~	~~1~~
~~Par 3 (168 golfers/day x 2.5 gal/golfer)/274 gal~~	~~274 gallons~~	~~1~~
~~Country Club (private)~~		
~~Dining room (evenings & weekends)~~	~~15 seats~~	~~1~~
~~Bar & Grill (separated)~~		
~~Bar~~	~~23 seats~~	~~1~~
~~Grill~~	~~15 seats~~	~~1~~
~~Bar & Grill (combined)~~		
~~([168 or 280] golfers x 9 gal/person)/274 gal~~	~~274 gallons~~	~~1~~
~~GREENHOUSE~~		
~~Area not open to public~~	~~15,000 sq. ft.~~	~~1~~
~~Area open to public~~	~~5,000 sq. ft.~~	~~1~~
~~General retail area~~	~~3,000 sq. ft.~~	~~1~~
~~GROUP HOME~~	~~5 beds~~	~~1~~
~~GUEST ROOMS (apartment or condominium) (charge SEC as apartment)~~		~~1~~
~~Washer/Dryer~~	~~100% of current SAC rate~~	
~~No Washer/Dryer~~	~~80% of current SAC rate~~	
~~No Kitchen~~	~~50% of current SAC rate~~	
~~HANDBALL AND RACQUETBALL COURTS~~	~~1 court~~	~~2~~
~~HOSPITALS (licensed beds or baby cribs) (does not include out-patient clinic)~~	~~1 bed~~	~~1~~
~~Out-patient clinic (Plumbing Fixture Units)~~	~~17 f.u.~~	~~1~~
~~Sterilizers (4 hours x gmp x 60 minutes/274 gal)~~	~~274 gallons~~	~~1~~
~~X-ray film processors (continuous operation 9 hrs) (intermittent operation 4 hrs) (operation time (hrs) x gmp x 60 minutes/274 gal)~~		
~~LAUNDROMAT (requires water volume for cycle time) 8 cycles per day~~	~~274 gallons~~	~~1~~
~~LIBRARY (subtract out book storage areas, file areas charge common plumbing fixture units)~~	~~17 f.u.~~	~~1~~
~~(meeting rooms, board rooms, reception, book checkout, offices)~~	~~2,400 sq. ft.~~	~~1~~
~~LOADING DOCK~~	~~7,000 sq. ft.~~	~~1~~
~~LOCKER ROOMS (if showers-20 gal/person)~~	~~14 lockers~~	~~1~~
~~MEETING ROOMS (conference rooms)~~	~~1,650 sq. ft.~~	~~1~~
~~MINI-STORAGE (storage area-no charge)~~		
~~Living Area~~		~~1~~
~~Public Restroom (plumbing fixtures)~~	~~17 f.u.~~	~~1~~
~~MOBILE HOME~~		~~1~~

~~FACILITY~~	~~PARAMETER~~	~~SEC~~
~~MOTELS AND HOTELS (assume 2 persons/room) — (pools, saunas, Jacuzzis, game rooms, exercise Rooms exclusively used by guests – no charge)~~	~~2 rooms~~	~~1~~
~~Breakfast only (complimentary)~~	~~45 seats~~	~~1~~
~~Cocktail Hours (complimentary)~~	~~55 seats~~	~~1~~
~~Kitchenettes (# kitchenettes x 10 gal/day)/274 gal~~	~~274 gallons~~	~~1~~
~~MUSEUM~~	~~2,400 sq. ft.~~	~~1~~
~~NURSING HOME~~	~~3 beds~~	~~1~~
~~POLICE STATION (charge as office)~~		
~~Cells Overnight (jail)~~	~~274 gallons~~	~~1~~
~~(# overnight people x 80 gal/person)/274 gal~~		
~~No overnight people (holding area)~~	~~14 people~~	~~1~~
~~RECORDING/FILMING STUDIOS~~	~~7,000 sq. ft.~~	~~1~~
~~RESTAURANT (drive-in)~~	~~9 parking spaces~~	~~1~~
~~RESTAURANT (fast food) (disposal paper plates, glasses, and silverware)~~	~~22 seats~~	~~1~~
~~RESTAURANT (full service)(washable silverware, glasses and dishes)~~	~~8 seats~~	~~1~~
~~RETAIL STORES (deduct mechanical rooms, elevator shafts, stairwells, restrooms and unfinished storage areas)~~	~~3,000 sq. ft.~~	~~1~~
~~ROLLER RINK (skating area)~~	~~825 sq. ft.~~	~~1~~
~~ROOMING HOUSES (no food service)~~	~~7 beds~~	~~1~~
~~RV DUMPING STATION (not in association with camp grounds)~~		~~1~~
~~SCHOOLS (Sunday) – (30 sq. ft./student)~~	~~55 students~~	~~1~~
~~SCHOOLS (elementary) – (15 gal/student) (30 sq. ft./student)~~	~~18 students~~	~~1~~
~~SCHOOLS (college, TVI) – (30 sq. ft./student)~~	~~18 students~~	~~1~~
~~Lecture Halls (15 sq. ft./student)~~	~~18 students~~	~~1~~
~~Labs (50 sq. ft./student)~~	~~18 students~~	~~1~~
~~Dorm Rooms (on/off campus students)~~	~~5 students~~	~~1~~
~~SCHOOLS (nursery) (number of children licensed for)~~	~~14 students~~	~~1~~
~~Church (nursery during worship service only – (30 sq. ft./child)~~	~~55 children~~	~~1~~
~~Nursery (health clubs, bowling alleys, etc.)~~	~~2,400 sq. ft.~~	~~1~~
~~SCHOOLS (secondary) – (30 sq. ft./student) – (20 gal/student)~~	~~14 students~~	~~1~~
~~Labs (50 sq. ft./student)~~	~~14 students~~	~~1~~
~~SERVICE STATION (gas pumping only)~~		~~1~~
~~SERVICE STATION (with service center – 2 service bays)~~		~~2~~

~~FACILITY~~	~~PARAMETER~~	~~SEC~~
~~SERVICE STATION (with service center and car wash)~~		~~8~~
~~SWIMMING POOLS (public) (pool area)~~ ~~(private residential, townhouse, condominiums, hotels, motels or apartments – no charge)~~	~~900 sq. ft.~~	~~1~~
~~TANNING ROOMS~~	~~3,000 sq. ft.~~	~~1~~
~~TENNIS COURTS (public, shower facilities available)~~	~~1 court~~	~~2~~
~~THEATER~~	~~64 seats~~	~~1~~
~~THEATER (drive-in) (parking spaces)~~	~~55 spaces~~	~~1~~
~~VEHICLE GARAGE~~ ~~Employees stationed in garage~~ ~~Vehicle drivers (per day)~~ ~~Vehicle washing (# vehicles/day x gpm x minutes/vehicle)/274 gal~~	 ~~14 employees~~ ~~28 drivers~~ ~~274 gallons~~	 ~~1~~ ~~1~~ ~~1~~
~~WAREHOUSES (assembly areas)~~ ~~Office/Warehouse (speculative) - (must be re-reviewed on finishing permits)~~ ~~Minimum 30% Office~~ ~~Maximum 70% Warehouse~~	~~7,000 sq. ft.~~ ~~2,400 sq. ft.~~ ~~7,000 sq. ft.~~	~~1~~ ~~1~~ ~~1~~
~~WHIRLPOOL (doctors office/clinic, therapy)~~ ~~(# gal/fill x 8 fills/day)/274 gal~~	 ~~274 gallons~~	 ~~1~~
~~YARD STORAGE BUILDINGS (no permanent employees) (ex: lumber storage, customer pickup)~~	~~15,000 sq. ft.~~	~~1~~

~~*PLUMBING WASTE FIXTURE UNITS~~

~~TYPE OF FIXTURE~~	~~FIXTURE UNIT VALUE~~
~~Drinking fountain~~	~~1~~
~~Floor drain 2" waste (only if hose bib included)~~	~~2~~
~~Floor drain 3" waste (only if hose bib included)~~	~~3~~
~~Floor drain 4" waste (only if hose bib included)~~	~~4~~
~~Shower stall, domestic~~	~~2~~
~~Shower (gang) per head~~	~~1~~
~~Sinks (lab in exam room, bathroom)~~	~~1~~
~~(kitchen, and others)~~	~~2~~
~~(surgeon)~~	~~3~~
~~(janitor)~~	~~4~~
~~Urinals (single – wall hung)~~	~~3~~
~~(trough – per 6 foot section)~~	~~2~~
~~Water closet~~	~~6~~

~~*(If not included in list, use Plumbing Code)~~

F. Determination of Equivalent Connection for Unlisted Uses. The connection unit for those building uses not included in Subparagraph E, above, shall be determined by the Council after a report from the City Engineer. All non-residential property uses shall have a minimum of one (1) equivalent connection. The City shall supply appropriate forms to those required to get approval and shall submit the completed form to the City Clerk~~/Treasurer~~. No building permit may be issued until the Public Works Director or City Engineer ~~Maintenance Superintendent~~ has designated and transmitted to the City Clerk~~/Treasurer~~ the connection unit assignment and the fee has been collected. The Public Works Director ~~Maintenance Superintendent~~ shall review actual sewage flow one (1) year after the initial discharge, and the City may impose such additional connection charges in accordance with the provisions of Section 3-3-8.D of this Code.

G. Application of Funds. The funds received from the collection of connection charges authorized by this Subdivision shall be used to provide funds for the payment of principal and interest on obligations incurred to finance the cost of constructing improvements to the City sanitary sewerage system as prescribed by resolutions or covenants authorizing or securing such obligations; and to provide funds for the reasonable requirements of extending, improving and/or replacing City sanitary sewerage facilities. These funds shall be disbursed by Council resolution.

3-3-9: USER CHARGES.

A. Purpose of User Charges. For the purpose of providing monies necessary to the construction, maintenance and operation of the sewerage system of the City as well as additions thereto, or extensions thereof, including payment of principal and interest due or accruing on bonds and other obligations issued or incurred to finance such construction, maintenance, and operation, there is hereby charged a "user charge" to be collected by the City with respect to each lot, parcel of land, building or premises, having any connection, direct or indirect, with the disposal system of the City or otherwise discharging sewage industrial waste, water or other waste directly or indirectly into the City disposal system. The "user charge" is to be paid at an interval as determined by the City commencing with connection and continuing (unless for good cause, waived or excused by the Council) for as long as the premises remain connected, whether or not such connection is actively used for discharge of sewage or waste during any particular period of time.

B. Computation of User Charges. Charges for sewer use shall be paid by the user to the City or its designated agent according to a rate, established by Council resolution. A copy of the rate shall be kept in the office of the City Clerk~~/Treasurer~~ and open to public inspection during regular office hours.

C. User Charge Surcharge. In the event the Council makes an industrial waste surcharge, such surcharge shall be charged by the City to the designated industrial user causing such discharge. Such surcharge shall be in addition to other charges required herein and shall be based on rate of flow in gallons per day, strength of sewage in BOD, and suspended solids in parts per million. If unusual chemicals or substance are in the industrial waste the charge shall be based on the actual collection and treatment costs. ~~The City in the future may consider United States Environmental Protection Agency funding for expansion of the sewage treatment plant. Federal regulations require the recovery of such funds expended for industrial sewage capacity (Industrial Cost Recovery) and the return of those funds to the Federal government. Industrial users will be charged on the basis of the above sewage characteristics over twenty (20) years to recover each user's share of the expansion cost. The Council shall collect, invest, and transmit to the U.S.E.P.A. such industrial user charges according to Federal regulations.~~

D. The City or its designated agent shall compute the amount due the City for service charges and render a statement thereof at an interval as determined by the City to the owner of any premises served. All amounts due hereunder shall be payable to the office of the City Clerk~~/Treasurer~~, City or its designated agent.

E. Permanence of User Charge. A connection once made shall thereafter be considered in continual use, except and unless the building or facility is completely removed and the building sewer service capped both in a manner approved by the City. The "user charge" imposed shall be collected by the City (with respect to such connection) for each monthly period of time that such connection exists, whether such connection is then being actively used or otherwise. Such "user charge" shall be promptly paid when due by the owner (or occupant) of the premises affected directly to the City for the monthly period of use represented by such payment. The Council may establish a schedule of additional charges for late payment of user charges.

F. Application of Funds. The funds received from the collection of charges authorized by this Subdivision shall be deposited, as collected, in a fund known as the Sewer and Water Operating Fund and shall be disbursed to meet the costs of operating and maintaining the sewage disposal pumping stations and facilities.

3-3-10: CONNECTION WITH AND USE OF CITY SYSTEM WITHOUT COMPLIANCE PROHIBITED. No connection to the sewage disposal system shall be made (directly or indirectly) from any premises, and no use of a connection from the premises to the system, shall be continued in use except in strict compliance with the provisions of this Section, whether as to connection or use of the City system or payment of charges imposed and to be collected with respect thereto, subjects an

offender to a disconnection and termination of use, claim for loss or damage sustained by the City, and also all provisos and penalties imposed by law.

3-3-11: QUALIFICATIONS OF PERSONS. Any person engaged in the laying of or building public sewers shall be qualified to perform such work and be familiar with all laws and regulations of the State of Minnesota Department of Health, Pollution Control Agency, Plumbing Code, and City Code provisions. The contractor shall also place on file with the City certificated of insurance showing that he is covered, by workmen's compensation in the amount required by statute, and public liability and property damage in the amount of $100,000.00 per person and $300,000.00 per incident for injuries, including accidental death of any one person, and property damage insurance in an amount of not less than $100,000.00 per incident. <u>These coverages are minimum amount and may be adjusted by the City Engineer based on the size and scope of the project.</u>

A. Performance Bond. Each contractor shall provide the City with one of the following: (1) If master plumber and has State license a copy thereof; (2) Non-Master - $2,000.00 bond; (3) Excavation - $2,000.00 bond. The intent for this requirement is to assure that installations shall comply with all applicable laws and that the contractor shall pay for any and all materials and labor for such work.

B. Connection to Public Sewer of Privately Laid Sewer. A property owner may lay sewer on his property but a licensed ~~sewer~~ <u>and certified pipe</u> layer must make the connection to the City Sewerage System.

C. Failure of Privately Laid Sewer to Meet Requirements of this Section. If the work is done by a property owner on his own premises and does not meet the requirements of this Section and he cannot perform the work to comply with the requirements as instructed by the Inspector, he shall engage a licensed ~~sewer~~ certified pipe layer to install the connection. Failure to do so will be considered just cause for the City to refuse him a sewer connection.

SECTION 4

RULES AND REGULATIONS RELATING TO INDIVIDUAL ON-SITE SEWAGE TREATMENT SYSTEMS AND PRIVATE WELL WATER SUPPLIES

SECTION:

3-4-1: Purpose
3-4-2: Compliance
3-4-3: Inspection
3-4-4: State Code Setting Individual On-site Sewage Treatment System Standards
3-4-5: Administration
3-4-6: Systems Failures
3-4-7: Inspection/Maintenance
3-4-8: Contractor Requirements
3-4-9: Private Well Regulations

3-4-1: PURPOSE. It is the purpose of this Section to establish standards for the design, location, construction, and operation of private well water supplies and individual on-site sewage treatment systems to protect and promote the health, safety and general welfare of the residents of the City.

3-4-2: COMPLIANCE. It is unlawful for any person to install a private well or individual on-site sewage treatment systems without securing the required permits prior to commencing construction, and all work is to be done in complete compliance with the provisions of this Section and all requirements from the State and/or County including ~~as well as~~ the Minnesota Pollution Control Agency Rules Section 7080. Failure to comply with the terms of this Section shall be justification for denying a certificate of occupancy and/or use of the building or facility in addition to other penalties. No additional permits shall be issued to any contractor responsible for outstanding work which does not comply with terms of this Section.

3-4-3: INSPECTION. No part of any individual on-site sewage treatment system shall be covered until it has been inspected and approved by the Building Official. If any part of the system is covered before being inspected, and approved as herein provided, it shall be uncovered upon the direction of the Building Official. The Building Official shall cause such inspections as are necessary to determine compliance with this Section. It shall be the responsibility of the applicant for the permit to notify the Building Official when the system is ready for inspection. The Building Official may require that all requests for inspections are filed with the City at least one (1) working day prior to the requested inspection.

3-4-4: STATE CODE SETTING INDIVIDUAL ON-SITE SEWAGE TREATMENT SYSTEM STANDARDS. Minnesota Pollution Control Agency Rules 6 MCAR 4.8040, 7080, relating to individual on-site sewage treatment systems, are hereby adopted by reference and made a part of this Section as if fully set forth herein. One copy of said Rules shall be kept on file in the office of the City Clerk~~/Treasurer~~ and open to public inspection during regular office hours.

3-4-5: ADMINISTRATION. The Building Official shall be the person responsible for the enforcement of the provisions of this Section. All permits required under this Section must be issued by the Building Official except when otherwise noted.

3-4-6: SYSTEMS FAILURES. When an existing on-site sewage treatment system ceases to function, discharges to the surface, or fails, it shall be the responsibility of the property owner to notify the City as soon as possible. The property owner shall also repair or replace the system as soon as possible. The repair or reconstructions of said system shall comply with all provisions of this Section as well as the Minnesota Pollution Control Agency rules Section 7080.

3-4-7: INSPECTION/MAINTENANCE. Property owners with on-site sewage treatment systems, upon written notification from the City are required to perform the maintenance set forth in Minnesota State Rules 7080 and report the findings and subsequent maintenance/pumping to the City on forms to be provided by the City. The above reference reporting and maintenance shall be performed at intervals not to exceed every three (3) years. In maintenance and reporting, the City may cause the required maintenance to be performed at the expense of the property owner and recover fees and all administrative costs via assessments. (Ord 136, SS, 7-20-2009)

3-4-8: CONTRACTOR REQUIREMENTS.

A. Qualifications of Persons. Any person engaged in the business of installing individual on-site sewage treatment systems, within the City shall be to perform such work and be familiar with all pertinent laws and regulations of the State of Minnesota relating to wells and individual on-site sewage treatment systems.

B. Insurance. The contractor shall place on file with the City Clerk~~/Treasurer~~, his/her certificate of insurance showing that he/she is covered by workmen's compensation in the amount required by statute, and public liability and property damage in the amount of $100,000 per person and $600,000 per incident for injury, including accidental death of any one person, and property damage insurance in an amount of not less than $100,000.00 per incident.

3-4-9: PRIVATE WELL REGULATIONS.

A. All wells shall be installed and maintained in compliance with all State and County regulations.

B. Upon connection to City Water, any existing well on site shall be sealed and properly abandoned unless granted a permit as set forth in this Section.

C. Permits for irrigation wells for Commercial, Industrial, Institutional, or Multi-Family users in the MUSA may be approved by the Public Works Director in the following instances:

1. The proposed well is consistent with the City's Wellhead Protection Plan.

2. There shall be no cross connections or possible cross connections with the City Water system.

3. The well shall be used for exterior landscape irrigation purposes only.

4. There shall be only one well per irrigation system.

5. Adequate backflow prevention measures have been taken.

6. Users shall comply with all watering restrictions found in Sections 3-2-6 and 3-2-7.

7. All requirements by the State and/or County are met.

D. Permits for drive point irrigation wells in the MUSA may be approved by the Public Works Director in the following instances:

1. There shall be no cross connections or possible cross connections with the City Water system.

2. The well shall be used for exterior landscape irrigation purposes only.

3. There shall be only one well per parcel.

4. Users shall comply with all watering restrictions found in Sections 3-2-6 and 3-2-7.

5. All requirements by the State and/or County are met.

6. The drive point well shall not impair or endanger the City's Wellhead Management Area.

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SECTION 5

TRUNK AREA FEES

SECTION:

3-5-1: Trunk Area
3-5-2: Trunk Sanitary Sewer Area Fee
3-5-3: Trunk Watermain Area Fee

3-5-1: TRUNK AREA. The City hereby establishes a Trunk Area consisting of the following identified parcels:

30-34-24-22-0005; 30-34-24-23-0002; 30-34-24-23-0005; 30-34-24-22-0002; 30-34-24-21-0002; 30-34-24-24-0004; 30-34-24-24-0005; 30-34-24-13-0002; 30-34-24-13-0004; 30-34-24-13-0007; 30-34-24-13-0006; 30-34-24-14-0006; 30-34-24-14-0007; 30-34-24-14-0002; 30-34-24-14-0003; 30-34-24-11-0006; 30-34-24-11-0005; 30-34-24-11-0003; 30-34-24-11-0004; 30-34-24-12-0006; 30-34-24-12-0007; 30-34-24-12-0004; 30-34-24-12-0002; 30-34-24-21-0003; 29-34-24-33-0001; 29-34-24-32-0001; 29-34-24-31-0001; 29-34-24-23-0002; 29-34-24-23-0003; 29-34-24-23-0004; 29-34-24-22-0002; 29-34-24-22-0003; 29-34-24-21-0001; 29-34-24-12-0005; 29-34-24-12-0006; 29-34-24-12-0002; 29-34-24-12-0003; 29-34-24-12-0017; 29-34-24-12-0018; 29-34-24-12-0019; 29-34-24-12-0004; 29-34-24-12-0020; 29-34-24-12-0021; 29-34-24-12-0022; 29-34-24-12-0023; 29-34-24-13-0001; 29-34-24-13-0003; 29-34-24-13-0011; 29-34-24-13-0007; 29-34-24-13-0008; 29-34-24-13-0009; 29-34-24-13-0010; 29-34-24-12-0007; 29-34-24-12-0008; 29-34-24-12-0009; 29-34-24-12-0026; 29-34-24-12-0012; 29-34-24-12-0013; 29-34-24-12-0014; 29-34-24-12-0024; 29-34-24-11-0002; 29-34-24-11-0003; 29-34-24-11-0004; 29-34-24-11-0013; 29-34-24-11-0012; 30-34-24-31-0001; 30-34-24-31-0002; 30-34-24-31-0004; 30-34-24-31-0005; 30-34-24-31-0006; 30-34-24-31-0007; 30-34-24-42-0001; 30-34-24-41-0001; 30-34-24-41-0002; 30-34-24-43-0001; 30-34-24-44-0001

3-5-2: TRUNK SANITARY SEWER AREA FEE. The City hereby adopts a Trunk Sanitary Sewer Area Fee in the amount of five thousand seventy five dollars ($5,075) per acre. This fee shall be applicable to the Trunk Highway 47 sewer and water service area.

3-5-3: TRUNK WATERMAIN AREA FEE. The City hereby adopts a Trunk Watermain Area Fee in the amount of one thousand three hundred twenty dollars ($1,320) per acre. This fee shall be applicable to the Trunk Highway 47 sewer and water service area.

CITY OF ST. FRANCIS
ST FRANCIS MN
ANOKA COUNTY

ORDINANCE 170, SECOND SERIES

AN ORDINANCE AMENDING CHAPTER 3 OF THE CITY CODE REGARDING MUNICIPAL UTILITIES

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Section 3-1-2 shall hereby be amended to read as follows:

3-1-2: FIXING RATES AND CHARGES FOR MUNICIPAL UTILITIES. All rates and charges for municipal utilities, including, but not by the way of limitation, rates for service, permit fees, deposit, connection and meter testing fees, disconnection fees, reconnection fees including penalties for non-payment if nay, shall be fixed, determined and amended by the Council and adopted by ordinance as part of the City's Fee Schedule. Such ordinance, containing the effective date thereof, shall be kept on file and open to inspection in the office of the City Clerk and shall be uniformly enforced. For the purpose of fixing such rates and charges, the Council may categorize and classify under the various types of service, provided, that such categorization and classification shall be included in the resolution authorized by this Section.

Section 2. Code Amended. That Section 3-1-4-B shall hereby be amended to read as follows:

B. Application, Connection and Sale of Service. Application for municipal utility services shall be made upon forms supplied by the City, and strictly in accordance therewith. No connection shall be made until consent has been received from the City to make the same. All municipal utilities shall be sold and delivered to consumers under the then applicable rate applied to the amount of such utilities taken as metered or ascertained in connection with such rates.

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

C. Discontinuance of Service. All municipal utilities may be shut off or discontinued whenever it is found that:

1. The owner or occupant of the premises served, or any person working on any connection with the municipal utility systems, has violated any requirement of the City Code relative thereto, or any connection therewith.

2. Any charge for a municipal utility service, or any other financial obligation imposed on the present owner or occupant of the premises served, is unpaid after notice thereof.

3. There is fraud or misrepresentation by the owner or occupant in connection with any application for service or delivery or charges therefore.

4. The City will not shut off water service to a residential unit from October 15th through April 15th if that shut off would in any way affect the primary heat source of the unit and the present owner or occupant complies with the provisions of state law and regulations.

5. The Building Official or the Director of Public Works to protect the public health and safety and in order to protect the public water supply and/or private property, may order the City water service immediately disconnected to any property upon determining that any of the following conditions exist:

   a. The property if vacant;

   b. The property if unsecured;

   c. The property is determined to be uninhabitable or unsuitable for occupancy;

   d. Other utilities to the property providing heat and/or light have been shut off;

   e. The property has plumbing that is failing or unsafe;

   f. That running water to the property creates an unsanitary or unsafe condition to anyone who may enter the property; or

   g. The property owner or occupancy has refused access by authorized officials as authorized by this Section.

6. If the Public Works Director or designee determines a meter needs reading, inspection, maintenance, or replacement, a notification shall be placed on the property. If the owner or occupier of a premise fails to respond to the order within fourteen (14) days, the City may cause to have a No Response Fee, as established by the Fee Schedule, charged to the property or premise account. After such charge is applied to the property, the City may cause to have the water shut-off.

7. The water service shall not be re-connected to the property until it has passed an inspection by the Director of Public Works or designee and/or the Building Official and the necessary permits have been issued and fees have been paid. The inspection fee will be determined by the City's fee schedule.

Section 4. Code Amended. That Section 3-2-4-H shall hereby be amended to read as follows:

H. Municipal Utility Services and Charges a Lien.

1. Payment for all municipal utility (as that term is defined in City Code, Section 3-1-1) service and charges shall be the primary responsibility of the owner of the premises served and shall be billed to him unless otherwise contracted for and authorized in writing by the owner and the tenant, as agent for the owner, and consented to by the City of St. Francis, Minnesota. The City may collect the same in a civil action or, in the alternative and at the option of the City, as otherwise provided in this Subdivision.

2. Each such account is hereby made a lien upon the premises served. All such accounts which are more than thirty (30) days past due may, when authorized by resolution of the Council, be certified by the City Clerk of the City of St. Francis, Minnesota, to the

County Auditor, and the City Clerk in so certifying shall specify the amount thereof, the description of the premises served, and the name of the owner thereof. The amount so certified shall be extended by the Auditor on the tax rolls against such premises in the same manner as other taxes, and collected by the County Treasurer, and paid to the City along with other taxes.

Section 5. Code Amended. That Section 3-1-6 shall hereby be amended to read as follows:

3-1-6: CONNECTION & ACCESS CHARGES. Connection and access charges shall be required to be paid prior to the initiation of service for any utility. The cost of such charges shall be fixed from time to time by Ordinance in the form of the City's Fee Schedule. Such charges shall be reflective of the original cost of improvements to which connection is made, together with appropriate adjustments which reflect current costs for similar improvements shall be paid at the time a connection is made or required to be made to any Sanitary Sewer, Public Water, Storm Sewer, or other Public Improvement by any premise which has not previously contributed to the costs of such Public Improvement.

Section 6. Code Amended. That Section 3-1-7 shall hereby be added to read as follows:

3-1-7: VIOLATION A MISDEMEANOR. Every person who violates a section, subdivision, paragraph or provision of this Chapter when he/she performs an act thereby prohibited or declared unlawful, or fails to act when such failure is thereby prohibited or declared unlawful, and upon conviction thereof, shall be punished as for a misdemeanor except as otherwise stated in specific provisions hereof.

Section 7. Code Amended. That Section 3-2 shall hereby be amended to read as follows:

3-2-1: DEFICIENCY OF WATER AND SHUTTING OFF WATER. The City is not liable for any deficiency or failure in the supply of water to customers whether occasioned by shutting the water off for the purpose of making repairs or connections or by any other cause whatever. In case of fire, or alarm of fire, water may be shut off to insure a supply for fire fighting. In making repairs or construction of new works, water may be shut off at any time and kept off so long as may be necessary.

3-2-2: REPAIR OF LEAKS. It is the responsibility of the consumer or owner to maintain the service pipe from the corporation stop, through the curb stop box, and into the house or other building. In case of failure upon the part of any consumer or owner to repair any leak occurring in his/her service pipe within twenty-four (24) hours after oral or written notice has been given the owner or occupant of the premises, the water may be shut off and will not be turned on until a reconnection charge has been paid and the water service has been repaired. When the waste of water is great or when damage is likely to result from the leak, the water will be turned off if the repair is not proceeded with immediately. If repairs are necessary to protect public or neighboring properties and not initiated within twenty-four (24) hours after oral and written notice, the City may cause to have the work done at the account holder or property owners' expense.

3-2-3: ABANDONED SERVICE PENALTIES. All service installations connected to the water system that have been abandoned or, for any reason, have become useless for further service shall be disconnected at the main. The owner of the premises, served by this service, shall pay the cost of the excavation and subsequent restoration. The City shall perform the actual disconnection and all pipe and appurtenances removed from the street right-of-way shall become the property of the City. When new buildings are erected on the site of old ones, and it is desired to increase the existing water service size, a new permit shall be taken out and the regular tapping charge shall be made as if this were a new service. It is unlawful for any person to cause to allow any service pipe to be hammered or squeezed together at the ends to stop the flow or water, or to save expense in improperly removing such pipe from the main.

Also, such improper disposition thereof shall be corrected by the City and the cost incurred shall be borne by the person causing or allowing such work to be performed.

3-2-4: PRIVATE SERVICE CONNECTIONS & MAINTENANCE.

A. No person may excavate in a public right-of-way to obtain service from a water main, make connection therewith, or for any purpose which will expose a water main unless in receipt of a permit for the connection.

B. The corporation stop inserted in the distributing pipe must be of the size specified in the permit order and the connection shall be made in a manner consistent with City specifications and standards. Minimum size connection with the water main shall be one-inch in diameter.

C. Service pipes shall extend from the main through the curb stop box to the inside of the building; or if not taken into a building then to the hydrant or other fixtures which it is intended to supply. A brass ball valve, the same size as the service pipe, shall be installed close to the inside wall of the building, ahead of the meter and well protected from freezing. Service pipes 1 inch in diameter shall be Seamless Copper, Type K, Soft Annealed Copper or Polyethylene Grade PE-3408 or PE-4710 and shall be rated for 200 PSI working pressure, SDR-9, Copper Tube Size. Copper materials shall not be used for services larger than 1 inch in diameter. Service materials for services larger than 2 ½ inches in diameter shall conform to the requirements of Ductile Iron Pipe Class 52 or Polyvinyl Chloride Pipe C-900. Where non-conductive service materials are installed, #12 AWG solid copper or copper clad steel (CCS) wire with 30 mil high density polyethylene (HDPE) insulating jacket shall be installed along the entire length of service pipe. The copper wire shall be terminated such that it is able to be connected to and used for underground locating purposes.

D. Every service pipe must be laid in such manner as to prevent rupture by settlement. The service pipe shall be placed not less than eight (8) feet below the surface in all cases so arranged as to prevent rupture and stoppage by freezing or other such damage.

E. Joints on copper tubing shall be flared and kept to a minimum. Joints on polyethylene tubing shall be compression fitted with Type 304 stainless steel pipe inserts/stiffeners. Not more than one (1) joint shall be used for a service up to seventy (70) feet in length. All joints shall be left uncovered until they have been inspected.

F. The curb stop shall be installed in a manner such that it is accessible from the surface through a curb stop box without digging. The curb stop box shall be installed in a location accessible to the City at all times and in a manner approved by the City. All curb stop boxes shall conform and be maintained to the specifications and standards of the City. All curb stops shall be installed with a stationary operating rod a minimum of 78 inches in length. All valves within curb stop boxes shall be maintained in good working condition at all times. It shall be the responsibility of the applicant, owner, occupant or user to maintain the water service curb stop box for operability and at such height as will ensure that it remains above the finished grade of the land or property. No person shall erect any fence or other structure or plant any tree or other landscaping that would obstruct the use of the curb stop box or cause damage to the same. If the curb stop box needs maintenance or raising or if the area around the curb stop needs clearing for access, the City may cause to have the work done at the expense of the account holder and/or property owner.

G. Frozen or otherwise damaged service pipes between the corporation stop and the building inclusive of the curb stop box shall be the responsibility of the private property owner. All

maintenance, repairs, or other such work to the service pipe shall be done to the specification and standards of the City and require a permit and inspection from the Public Work Director and/or Building Official.

H. No more than one house or building shall be supplied from one corporation stop.

I. All piping and connections from the corporation cock and/or the curb stop box to the premise supply piping shall be made under the supervision of a licensed plumber subject to inspection by the City Building Official and/or the Public Works Director or designee. The water meter installation shall be inspected, tested, and the meter sealed by the Public Works Department.

J. If the property owner requests maintenance services or repairs be performed by the City, or if repairs are necessary to protect public or neighboring properties in an emergency situation, the property owner shall be charged for the costs of the maintenance and/or repairs, including but not limited to any necessary street repairs, concrete, concrete curb and gutter, sidewalk, bituminous trail, turf, etc.

3-2-5: PRIVATE WATER SUPPLIES. No water pipe of the City water system shall be connected with any pump, well, pipe, tank or any device that is connected with any other source of water supply and when such are found, the City shall notify the owner or occupant to disconnect the same and, if not immediately done, the City water shall be turned off. Before any new connections to the City system are permitted, the City shall ascertain that no cross-connections will exist when the new connection is made. When a building is connected to "City Water" the private water supply may be used only for such purposes as the City may allow as stated in Section 3-4-9.

3-2-6: WATER USE RESTRICTIONS.

A. A person may water, sprinkle, irrigate, or otherwise use water in the Urban Service Area for lawn areas, grass, or turf (hereinafter referred to as "irrigation" or "irrigate") only on alternating days between May 1st and continuing until September 30th of each year. This prohibition is in effect from 10 am until 7 pm each day during this period.

B. Alternating days means that property with an address ending in an odd number may irrigate only on odd-numbered days of the month and property with an address ending in an even number may irrigate only on even-numbered days of the month.

C. Upon written request and approval by the City Administrator, or his designee, and subject to such terms and conditions imposed by the City Administrator, or his designee, with respect to such approval, the following persons may be authorized to irrigate or otherwise utilize water from the City's municipal water system at times other than as permitted in Section 3-2-16 Subdivision A and B hereof:

1. Employees and agents of the City or School District, in such instances wherein lawn, grass, or turf used for play fields or park areas owned and operated by such entities require more frequent irrigation to prevent unreasonable damage thereto.

2. Owners and lessees (their employees and agents) of lands newly sodded or grass seeded which requires irrigation to prevent loss of the new sod, seed, or immature turf or grasses for a period of thirty (30) days, when in receipt of a permit for such activity from the Public Works Director.

3-2-7: WATER EMERGENCIES.

A. Whenever in the judgment of the City Administrator, or his designee, the water pressure and/or available water in the municipal water system reaches a level which endangers the public health or safety of residents and other persons in the City, he may declare a state of water emergency which shall continue until such time as he shall determine that the danger to public health or safety no longer exists. Forthwith upon the declaration of a state of water emergency notice thereof shall be publically posted, and all orders of the City Administrator, or his designee, issued pursuant thereto shall be enforced after one hour has elapsed from the time of such notice.

B. During the existence of a state of water emergency the City Administrator, or his designee, may, by order, impose restrictions on sprinkling, irrigation, or other utilization of water from the City's municipal water system including, but not limited to the total prohibition of water use for lawn and garden sprinkling, irrigation, car washing, air conditioning, and other uses, or either or any of them or the prohibition of such water use on specified days or during certain hours.

3-2-8: OPENING HYDRANTS. It is unlawful for any person, other than members of the Fire Department or other person duly authorized by the City, in pursuance of lawful purpose, to open any fire hydrant or attempt to draw water from the same or in any manner interfere therewith. It is also unlawful for any person so authorized to deliver or offer to be delivered to any other person any hydrant key or wrench, except for the purposes strictly pertaining to their lawful use.

3-2-9: UN-METERED SERVICE. In cases where, in the opinion of the Public Works Director, no reasonable manner for metered service is available, a private system user may be granted un-metered service on a temporary basis. The user shall pay the temporary meter fee and fees for the estimated water use based on the judgment of the Public Works Director.

3-2-10: WATER METERS AND WATER METER HORNS. All water meters shall be furnished, owned, controlled, and maintained by the City at the expense of the property owner. All repairs of water meters not resulting from normal usage shall be the responsibility of the property owner. All meters in need of replacement, shall be replaced with a remote type which shall be furnished and maintained by the City. All water meters shall be installed in a manner acceptable to the City and the cost of installation shall be the responsibility of the property owner. All five-eighths (5/8) and one (1) inch meters shall be installed in a meter horn with remote wire and remote pad. All meters larger than one (1) inch shall meet City requirements including remote wire and remote pad. All meter installations shall be controlled and inspected by the City and the cost of installation shall be the responsibility of property owner.

3-2-11: CODE REQUIREMENT. All piping, connections and appurtenances shall be installed and performed strictly in accordance with the Minnesota Plumbing Code and other standards and specifications of the City. Failure to install or maintain the same in accordance therewith, or failure to have or permit required inspections shall, upon discovery by the City, be an additional ground for termination of water service to any consumer. The corresponding fees for such permits, as established by the City's Fee Schedule, shall be paid at the time of permit issuance.

3-2-13: WATER CONNECTION CHARGES. Connection charges are due to the City upon issuance of a building permit or connection permit and prior to a new occupancy. This fee shall be set by ordinance for each equivalent connection unit. An equivalent connection unit (one E.C.) is established in Section 3-3-8 for development within the City. One single family dwelling is one unit. These Standards may be amended as may be necessary by ordinance.

3-2-14: BACKFLOW PROTECTION. Approved devices or assemblies for the protection of the potable water supply must be installed at any plumbing fixture or equipment where backflow or back siphonage

may occur and where a minimum air gap cannot be provided between the water outlet to the fixture or equipment and its flood level rim.

A. Any device or assembly for the prevention of backflow or back siphonage installed, shall have first been certified by a recognized testing laboratory and have a certification number clearly visible on the devise. AWWA, ASSE, and USC are the certified labs recognized by the Administrative Authority. These devices must be readily accessible.

B. The installation of reduced pressure backflow preventers shall be permitted only when a periodic testing and inspection program conducted by qualified, accredited personnel will be provided by an agency acceptable to the administrative authority. Inspection intervals shall not exceed one year, and overhaul intervals shall not exceed five years. The administrative authority may require more frequent testing if deemed necessary to assure protection of the potable water. Backflow preventers shall be inspected frequently after initial installation to assure that they have been properly installed and that debris resulting from piping installation has not interfered with the functioning of the assembly.

3-2-15: ADDITIONAL RULES AND REGULATIONS. The Council may, by resolution, adopt such additional rules and regulations relating to placement, size and type of equipment as it, in its discretion, deems necessary or desirable. Copies of such additional rules and regulations shall be kept on file in the office of the City Clerk, and uniformly enforced.

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

F. "Equivalent Connection" means a building sewer which produces a flow equivalent to an average single family detached residence contribution calculated at two-hundred seventy-four (274) gallons per day with a BOD loading of 0.60#/day.

Section 9. Code Amended. That Section 3-3-1-L shall hereby be amended to read as follows:

L. "Normal Sewage" means sewage in volumes of two-hundred seventy-four (274) or less per day and containing an average concentration of suspended solids below hundred fifty (250) milligrams per liter and a BOD content of below two hundred fifty (250) milligrams per liter.

Section 10. Code Amended. That Section 3-3-1-Y shall hereby be amended to read as follows:

Y. "Unpolluted Water" means clean water uncontaminated by industrial wastes, other wastes, or any substance which renders such water unclean or noxious or impure so as to be actually or potentially harmful or detrimental, or injurious to public health, safety, or welfare to domestic, commercial, industrial or recreational uses; or to livestock, wild animals, birds, fish, or other aquatic life.

Section 11. Code Amended. That Section 3-3-1-Z shall hereby be amended to read as follows:

Z. "Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently.

Section 12. Code Amended. That Section 3-3-2-E shall hereby be amended to read as follows:

E. Abandonment of Private System. At such time as public sewer becomes available to a property sewered by a private sewage disposal system, as direct connections shall be made to the public

sewer in compliance with this Section, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be removed from the site. In cases where the City Engineer finds that removal may cause significant damage in regards to public property, erosion, or mature trees the system may be abandoned, cleaned of sludge, and filled with suitable material, such as clean pit-run gravel or dirt to the satisfaction of the Public Works Director.

Section 13. Code Amended. That Section 3-3-2-G shall hereby be amended to read as follows:

G. Pretreatment. Sewerage systems users shall provide necessary wastewater treatment as required to comply with this Section and shall achieve compliance with all Federal categorical pre-treat wastewater to a level acceptable to the Public Works Director and/or City Engineer shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Public Works Director and/or City Engineer for review, and shall be acceptable to the Public Works Director and/or City Engineer before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce and effluent acceptable to the Public Works Director and/or City Engineer under the provisions of this Section. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the Public Works Director and/or City Engineer prior to the user's initiation of the charges. All records relating to the compliance with pretreatment standards shall be made available by the Public Works Director and/or City Engineer to officials of the EPA or MPCA upon request.

Section 14. Code Amended. That Section 3-3-2-H shall hereby be amended to read as follows:

H. Confidential Information. Information and data on a user's water consumption and sewage characteristic obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agencies without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the Public Works Director that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for users related to this Section, the NPDES Permit, State Disposal System Permit and/or the pretreatment programs; provided, however, that such portions of a report shall be available for use by the State or any State agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater composition and characteristics will not be recognized as confidential information. Information accepted by the Public Works Director as confidential, shall not be transmitted to any governmental agency or to the general public by the Public Works Director until and unless a ten (10) day notification is given to the user.

Section 15. That Section 3-3-3 shall hereby be amended to read as follows:

3-3-3: CONSTRUCTING BUILDING SEWERS AND CONNECTIONS TO PUBLIC SEWERS.

A. Unauthorized Work on a Public Sewer. It is unlawful for any person to uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof, without first obtaining a written permit from the Public Works Director.

B. Building Sewer Permits. There shall be three classes of building sewer permits (1) for residential service; (2) service to commercial and industrial firms producing domestic wastes; and, (3) for service to firms producing industrial wastes. The owner or his agent shall make application on a special form furnished by the City which form shall be adopted by the Council and the permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Public Works Director. A permit and inspection fee set by the Council resolution according to the proposed sewer use and connection shall be paid to the City at the time the application is filed. Said permit fees may be changed by the Council, from time to time, by resolution, and a copy of such resolution shall be kept on file in the office of the City Clerk and available for inspection during regular office hours. Any fee charged by the State of Minnesota or any other entity of the State or Federal government shall also be collected and shall be in addition to the fee herein.

C. Installation and Connection Costs. All costs and expenses incident to the installation and connection of the building sewer service shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

D. Separate Sewer Service for Each Building. A separate and independent building sewer shall be provided for every principal building. Residential, commercial, and industrial developments with several buildings may require sewers and manholes on private property to provide individual building services. Such a system must be approved by the City Engineer.

E. Reuse of Old Sewer Services. Old building sewer services may be used in connection with new buildings only when they are found, on examination and/or testing by the owner in a manner acceptable to the Public Works Director, to meet all requirements of this Section.

F. Building Sewer Service Code Requirements. The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, connection to the public sewer, testing, and backfilling the trench, shall all conform to the requirements of the State Building Code and of other applicable rules and regulations of the City. Care shall be taken to prevent entry of groundwater or any unauthorized waters into the public sewer during construction. For residential service, no floor drains from accessory building or garages, whether attached or detached, shall be connected to the building sewer or sanitary sewer.

G. Gravity or Lifted Sewage Flow in Sewer Service. Whenever possible, the building sewer service shall be brought to the building at an elevation below the basement floor, in all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means discharged to the building sewer service.

H. Building Sewer Service Inspection. The applicant for the building sewer service permit shall notify the Public Works Director when the building sewer service is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Public Works Director or his representative.

I. Public Hazard Protection During Service Installation. All excavations for building sewer service installation shall be adequately guarded with barricades and lights so as to protect the public from hazard as required by the Minnesota Department of Transportation rules and regulations. Streets,

sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

Section 16. Code Amended. That Section 3-3-5 shall hereby be amended to read as follows:

3-3-5: USE OF PUBLIC SEWERS.

A. Prohibited Discharges.

1. Unpolluted Waters. No person, firm, or corporation shall discharge or cause to be discharged directly or indirectly any storm water, groundwater, roof runoff, yard drainage, yard fountain water, pond or pool overflow, subsurface drainage, waste from on-site disposal systems, unpolluted cooling or processing water to any sanitary sewer except as permitted by the City or other local unit government. Storm water and all other unpolluted discharge shall be directed to the storm water collection system, except that unpolluted cooling or processing water shall only be so discharged upon approval by the City or other unit of local government.

2. Foreign or Hazardous Substances.

a. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;

b. Any water or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the wastewater treatment works;

c. Any water or waste having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the wastewater treatment works;

d. Solid or viscous substances, either whole or ground, in quantities or of such size capable of causing obstruction to the flow in the sewers, or other interference with the proper continuation of the wastewater facilities but not limited to ashes, cinders, disposable diapers, glass grinding or polishing wastes, stone cuttings or polishing wastes, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, underground garbage, whole blood, paunch manure, hair and fleshings, entrails, sanitary napkins, paper dishes, cups, milk containers, and other paper products;

e. Noxious or malodorous liquids, gases, or substances which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance or repairs.

B. Regulated Discharges. No person shall discharge or cause to be discharged directly or indirectly the following described substances to any public sewer unless in the opinion of the City the discharge will not harm the wastewater facilities, nor cause obstruction to the flow in sewers, nor otherwise endanger life, limb, or public property, nor constitute a nuisance. In forming its opinion as to the acceptability of the wastes, the City may give consideration to such factors as the relation of flows and velocities in the sewers, nature of the sewage treatment process, capacity of

the sewage plant, the City's NPDES permit, and other pertinent determinations either on a general basis or as to discharges from individual users or specific discharges, and may prohibit certain discharges from individual users because of unusual concentrations or combinations which may occur. The substances restricted shall be:

1. Any liquid or vapor having a temperature in excess of one hundred fifty (150) degrees F (65 degrees C).

2. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) milligrams per liter or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees F. (zero (0) and sixty-five (65) degrees C.).

3. Any garbage that has not been ground or comminuted to such degree that all particles will be carried freely in suspension under flows normally prevailing in the public sewers, with no particles greater than one-half inch in any dimension.

4. Any water or wastes containing strong acid, iron pickling wastes, or concentrated plating solutions, whether neutralized or not.

5. Any water or wastes containing phenols or other taste or odor producing substances which constitute a nuisance or hazard to the structures, equipment, or personnel of the sewage works, or which interfere with the treatment required to meet the requirements of the State or Federal Government, or any other public agency with proper authority to regulate the discharge from the sewage treatment plant.

6. Any radioactive wastes or isotopes of such half-life or concentration that they are not in compliance with regulations issued by the appropriate authority having control over their use or may cause damage or hazards to the treatment works or personnel operating it.

7. Any water or wastes having a pH in excess of 9.5.

8. Materials which exert or cause:

    a. Unusual concentrations of suspended solids, (such as, but not limited to, Fuller's earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride or sodium sulfate).

    b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).

    c. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment works.

    d. Unusual volume of flow or concentration of wastes constituting a slug.

    e. Water or water containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of the NPDES Permit, or requirements of other governmental agencies having jurisdiction over discharge from the sewage treatment plant.

C. Response to Improper Discharge. If any water or wastes are discharged, or are proposed to be discharged directly or indirectly to the public sewers, which water or wastes do not meet the standards set out in or promulgated under this Section, or which in the jurisdiction of the City may have a deleterious effect upon the treatment works, processes, equipment, or receiving waters, or which otherwise create a hazard to life, or constitute a public nuisance, the City may take all or any of the following steps:

1. Refuse to accept the discharges.

2. Require control over the quantities and rates of discharge.

3. Require pretreatment to an acceptable condition for the discharge to the public sewers. The design and installation of the plant and equipment for pretreatment of equalization of flows shall be subject to the review and approval of the City, and subject to the requirements of 40 CFR 403, entitled "Pretreatment Standards", and the Minnesota Pollution Control Agency.

4. Require payment to cover the added cost of handling or treating the wastes.

D. Interceptors. Grease, oil, and mud interceptors shall be provided when they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, as specified in this Chapter, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the City and shall be located as to be readily and easily accessible for cleaning and inspection.

E. Preliminary Treatment or Flow Equalization Facilities. Where preliminary treatment or flow equalization facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.

F. Testing.

1. Required. When required by the City, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such structure and equipment, when required, shall be constructed at the owner's expense in accordance with plans approved by the City and shall be maintained by the owner so as to be safe and accessible at all times.

2. Standards. All measurements, tests, and analyses of the characteristics of water and waste to which reference is made in this Chapter shall be determined in accordance with 40 CFR 136 "Guidelines Establishing Test Procedures for the Analysis of Pollutants"; the latest edition of Standard Methods For the Examination Of Water and Wastewater, and shall be determined at the control structure provided, or upon suitable samples taken at the control structure. In the event that no special structure has been required, the control structure shall be considered to be the nearest downstream manhole in the public sewer from the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effluent constituents and their effect upon the treatment works and to determine the existence of hazards to life, health and property. Sampling methods location, times, duration, and frequencies are to be determined on an individual basis subject to approval by the City.

G. Industrial Waste. The owner of any property serviced by a building sewer carrying industrial wastes shall, at the discretion of the City, be required to provide laboratory measurements, tests, and analyses of waters or wastes to illustrate compliance with this Chapter and any special condition for discharge established by the City or regulatory agencies having jurisdiction over the discharge. The number, type, and frequency of sampling and laboratory analyses to be performed by the owner shall be as stipulated by the City. The industry must supply a complete analysis of the constituents of the wastewater discharge to assure that compliance with the Federal, State and local standards are being met. The owner shall bear the expense of all measurements, analyses and reporting required by the City. At such times as deemed necessary the City reserves the right to take measurements and samples for analysis by an outside laboratory.

D. Special Agreements or Arrangements with City. No statement contained in this Subdivision shall be construed as preventing any special agreement or arrangement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment, subject to payments for additional capital equipment and/or operating and maintenance costs therefore, by the industrial concern.

E. Discharged Waste Sample Gathering. Commercial and industrial users with other than normal sewage shall permit the monthly gathering of samples of their discharged wastes by the Public Works Director or his authorized representative.

F. Required Daylighting. All sump pumps and garage floor drains shall be daylighted to prove the discharge is not being put into the sanitary sewer system. The discharge pipes from both shall be directed away from houses/principal structures on neighboring properties and wetlands.

Section 17. Code Amended. That Section 3-3-7 shall hereby be amended to read as follows:

3-3-7: AUTHORITY AND POWERS OF INSPECTORS.

A. Permission to Enter Onto Private Property for Observation and Testing. The Public Works Director and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this Section. The Public Works Director shall have no authority to inquire into any proprietary processes in metallurgy, chemical manufacturing, refining, paper making, ceramics, or similar industries beyond the technical information required for the proper receiving, conveying and treatment of the particular waste.

B. Observation of Safety Rules by City Employees. While performing the necessary work on private properties referred to herein, the Public Works Director or duly authorized employees of the City shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the City employees and the City shall indemnify the company against loss or damage to its property by City employees against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions.

C. Inspection, Sampling, Measurement and Maintenance on Private Property. The Public Works Director and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement,

sampling, repair, and maintenance of any portion of the sewerage system lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of duly negotiated easement pertaining to the private property involved.

Section 18. Code Amended. That Section 3-3-8 shall hereby be amended to read as follows:

3-3-8: EQUIVALENT CONNECTION CHARGES.

A. Equivalent Connection Charge Definition and Application. A sum of money hereinafter termed "the equivalent connection charge" is to be collected for the purpose of providing funding necessary for the construction of the sewerage system and additions or extensions thereto, and for payment of principal and interest due or accruing on bonds and other obligations issued or incurred to finance such improvements. This sum of money is hereby charged with respect to every lot, parcel of land, buildings or premises within the MUSA that abuts a public right-of-way or easement in which there is located a public sanitary sewer of the City. Such charge is made for the privilege of making a connection, direct or indirect, to the City's facilities for the collections and treatment of sewage, industrial waste and water or other liquid discharged from such premises.

B. Payment of Connection Charges. Connection charges are payable at the time of the building permit issuance. The Building Inspector shall not issue a building permit until such connection charge is paid. For any building permit issued prior to the effective date of this Section, in which the connection has not been made to the Public Sewerage System, connection charges are then payable prior to the time of connection or by such date as stipulated by the Council. For existing buildings connection charges are payable upon application for a connection permit.

C. Application and Permit for a Connection. No connection from any premises to the disposal system is authorized without there being first obtained for such connection a permit issued by the City. No permit may be obtained from the City, and no representative of the City is authorized to issue a permit for connection unless and until an authorized representative of the City receives an application for such connection, determines and establishes the type of connection to be made and receives the equivalent connection fee as required. The City shall prepare, provide for, and furnish any form and instrument found necessary to the connection applications and permits of the City and perform all acts reasonably required with respect thereto. Applications and permits shall be uniform, in accordance with this Section.

D. Increased Connection Charges Based on Measurement. The determination and establishment in the first instance of the equivalent connection charge represented by a connection, especially when made by estimate based upon representations of the owner or occupant of the premises is at all times subject to further determination and establishment after the connection has been made and determined by an actual measurement and/or analysis by the Public Works Director of the sewage or waste discharge from such connection entering into the system of the City. The receipt and acceptance by the City of any money paid and received by the City, as previously imposed does not bar the City's right to payment of the correct amount of money due therefore, as may be determined and established by actual measurement; and the City's right to recover therefore is not impaired. After a connection has been made and the connection charge established, imposed and paid, no diminuation in discharge from the premises shall entitle the owner (or occupant) against the City to a reduction, reimbursement or refund with respect to the connection charge imposed and paid.

E. Computation of Connection Charges. Connection charges are due to the City upon issuance of a building and/or connection permit. This fee shall be set by Council resolution for each equivalent connection unit. An equivalent connection unit (one E.C.) is established as the anticipated flow from a single family residence as referenced herein. City hereby adopts by reference and incorporates herein Appendix A of the Metropolitan Council Environmental Services (MCES) Sewer Availability Charge Procedure Manual as may be amended in the future. A copy of said document and amendments thereto shall be kept on file in the office of the City Clerk for reference and open to public inspection during regular office hours. In cases where said document references MCES or MCES Staff shall be interpreted to mean City of St. Francis or City of St. Francis Staff respectively.

F. Determination of Equivalent Connection for Unlisted Uses. The connection unit for those building uses not included in Subparagraph E, above, shall be determined by the Council after a report from the City Engineer. All non-residential property uses shall have a minimum of one (1) equivalent connection. The City shall supply appropriate forms to those required to get approval and shall submit the completed form to the City Clerk. No building permit may be issued until the Public Works Director or City Engineer has designated and transmitted to the City Clerk the connection unit assignment and the fee has been collected. The Public Works Director shall review actual sewage flow one (1) year after the initial discharge, and the City may impose such additional connection charges in accordance with the provisions of Section 3-3-8-D of this Code.

G. Application of Funds. The funds received from the collection of connection charges authorized by this Subdivision shall be used to provide funds for the payment of principal and interest on obligations incurred to finance the cost of constructing improvements to the City sanitary sewerage system as prescribed by resolutions or covenants authorizing or securing such obligations; and to provide funds for the reasonable requirements of extending, improving and/or replacing City sanitary sewerage facilities. These funds shall be disbursed by Council resolution.

Section 19. Code Amended. That Section 3-4 is hereby amended to read as follows:

RULES AND REGULATIONS RELATING TO INDIVIDUAL ON-SITE SEWAGE TREATMENT SYSTEMS AND PRIVATE WELL WATER SUPPLIES

3-4-1: PURPOSE. It is the purpose of this Section to establish standards for the design, location, construction, and operation of private well water supplies and individual on-site sewage treatment systems to protect and promote the health, safety and general welfare of the residents of the City.

3-4-2: COMPLIANCE. It is unlawful for any person to install a private well or individual on-site sewage treatment systems without securing the required permits prior to commencing construction, and all work is to be done in complete compliance with the provisions of this Section and all requirements from the State and/or County including the Minnesota Pollution Control Agency Rules Section 7080. Failure to comply with the terms of this Section shall be justification for denying a certificate of occupancy and/or use of the building or facility in addition to other penalties. No additional permits shall be issued to any contractor responsible for outstanding work which does not comply with terms of this Section.

3-4-3: INSPECTION. No part of any individual on-site sewage treatment system shall be covered until it has been inspected and approved by the Building Official. If any part of the system is covered before being inspected, and approved as herein provided, it shall be uncovered upon the direction of the Building

Official. The Building Official shall cause such inspections as are necessary to determine compliance with this Section. It shall be the responsibility of the applicant for the permit to notify the Building Official when the system is ready for inspection. The Building Official may require that all requests for inspections are filed with the City at least one (1) working day prior to the requested inspection.

3-4-4: STATE CODE SETTING INDIVIDUAL ON-SITE SEWAGE TREATMENT SYSTEM STANDARDS. Minnesota Pollution Control Agency Rules 6 MCAR 4.8040, 7080, relating to individual on-site sewage treatment systems, are hereby adopted by reference and made a part of this Section as if fully set forth herein. One copy of said Rules shall be kept on file in the office of the City Clerk and open to public inspection during regular office hours.

3-4-5: ADMINISTRATION. The Building Official shall be the person responsible for the enforcement of the provisions of this Section. All permits required under this Section must be issued by the Building Official except when otherwise noted.

3-4-6: SYSTEMS FAILURES. When an existing on-site sewage treatment system ceases to function, discharges to the surface, or fails, it shall be the responsibility of the property owner to notify the City as soon as possible. The property owner shall also repair or replace the system as soon as possible. The repair or reconstructions of said system shall comply with all provisions of this Section as well as the Minnesota Pollution Control Agency rules Section 7080.

3-4-7: INSPECTION/MAINTENANCE. Property owners with on-site sewage treatment systems, upon written notification from the City are required to perform the maintenance set forth in Minnesota State Rules 7080 and report the findings and subsequent maintenance/pumping to the City on forms to be provided by the City. The above reference reporting and maintenance shall be performed at intervals not to exceed every three (3) years. In maintenance and reporting, the City may cause the required maintenance to be performed at the expense of the property owner and recover fees and all administrative costs via assessments.

3-4-8: CONTRACTOR REQUIREMENTS.

A. Qualifications of Persons. Any person engaged in the business of installing individual on-site sewage treatment systems, within the City shall be to perform such work and be familiar with all pertinent laws and regulations of the State of Minnesota relating to wells and individual on-site sewage treatment systems.

B. Insurance. The contractor shall place on file with the City Clerk, his/her certificate of insurance showing that he/she is covered by workmen's compensation in the amount required by statute, and public liability and property damage in the amount of $100,000 per person and $600,000 per incident for injury, including accidental death of any one person, and property damage insurance in an amount of not less than $100,000.00 per incident.

3-4-9: PRIVATE WELL REGULATIONS.

A. All wells shall be installed and maintained in compliance with all State and County regulations.

B. Upon connection to City Water, any existing well on site shall be sealed and properly abandoned unless granted a permit as set forth in this Section.

C. Permits for irrigation wells for Commercial, Industrial, Institutional, or Multi-Family users in the MUSA may be approved by the Public Works Director in the following instances:

1. The proposed well is consistent with the City's Wellhead Protection Plan.

2. There shall be no cross connections or possible cross connections with the City Water system.

3. The well shall be used for exterior landscape irrigation purposes only.

4. There shall be only one well per irrigation system.

5. Adequate backflow prevention measures have been taken.

6. Users shall comply with all watering restrictions found in Sections 3-2-6 and 3-2-7.

7. All requirements by the State and/or County are met.

D. Permits for drive point irrigation wells in the MUSA may be approved by the Public Works Director in the following instances:

1. There shall be no cross connections or possible cross connections with the City Water system.

2. The well shall be used for exterior landscape irrigation purposes only.

3. There shall be only one well per parcel.

4. Users shall comply with all watering restrictions found in Sections 3-2-6 and 3-2-7.

5. All requirements by the State and/or County are met.

6. The drive point well shall not impair or endanger the City's Wellhead Management Area.

Section 20. Code Amended. That Section 6-1-6 (Fee Schedule) shall hereby be amended to include the following fee:

Water Meter/Service Notification No Response Fee: $250

Section 21. Effective Date. This Ordinance shall take effect 30 days after its publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS _____ DAY OF JUNE, 2012.

APPROVED:

_____
Jerry Tveit
Mayor of St. Francis

ATTEST:

_____
Barbara I. Held
City Clerk

(seal)