

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
Tuesday, September 4, 2012
ISD #15 CENTRAL SERVICES CENTER (DISTRICT OFFICES)
4115 Ambassador Blvd. NW
6:00 pm

1. Call to Order/Pledge of Allegiance
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
 - a. City Council Minutes – August 20, 2012
 - b. Authorization Not to Waive the Statutory Tort Liability Limits to the extent of the coverage purchased with LMCIT
 - c. Authorization to Advertise for Bids for Re-roof of Fire Station & Small Storage building at Public Works Facility
 - d. ISD #15 School Liaison Contract 2012-2013 with the City of St. Francis
 - e. Res. 2012-29: Approving the Gambling Premise/Lease Permit for the Anoka Area Ice Arena at Beef O’Bradys
 - f. Resolution 2012-30: Proclaiming October 2012 as “Domestic Violence Awareness Month”
 - g. Pay Estimate No. 10 from Amcon Construction Management for \$741,329 to St Cloud Refrigeration, Electrical Solutions, Inc., North Metro Asphalt and Contracting, Classic Construction, Northland Paving, LLC, Multiple Concepts Interiors, Construction Supply Inc., Grazzini Brothers and Co., Gopher State Contractors, Inc., Southern MN Woodcraft Inc., McDowall Company, Straughan Hardware Inc., Stronghold Industries Inc., Heartland Glass, M. Reinert Drywall, Steinbrecher Painting, Bartles Sales Company Inc., Mid America Business Systems, and Brothers Fire Protection
 - h. Payment of Claims
5. Meeting Open to the Public
6. Petitions, Requests, Applications
7. Ordinances & Resolutions:
 - a. Ord. 170, Second Series: Amending Chapter 3 of the City Code Regarding Municipal Utilities (2nd Rdg)
 - b. Resolution 2012-23: Authorizing Summary Publication of Ordinance 170, Second Series Amending Chapter 3 of the City Code Regarding Municipal Utilities
 - c. Ord. 173, Second Series: Adding Section 8-3-5 Keeping of Bees (Second Reading)
 - d. Ord. 175, Second Series: Amending Section 6-5-3 Gambling Proceeds (Second Reading)
 - e. Resolution 2012-31: Adjusting the Tax Levy for the G.O. Improvement and Utility Revenue Bonds, Series 2007A
 - f. Resolution 2012-32: Providing Preliminary Approval of a Proposed 2012 Tax Levy, Collectible in 2013
 - g. Ord. 176, Second Series: Amending Section 10-3-9 Regarding the Enforcement of the Zoning Ordinance
 - h. Ord. 177, Second Series: Amending Section 11-3-4 Regarding Frontage Necessary for a Metes and Bounds Division
8. Reports of Consultants & Staff Members
 - a. Engineer:
 - b. Attorney:
 - c. Staff:
 - Fire: Department Update
 - Public Works:
 - Liquor Store:
 - Police:
 - City Administrator:
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
13. Adjournment

CALENDAR OF EVENTS

- | | |
|----------|--|
| Sept 8: | City Wide Garage Sale sponsored by the St. Francis Women of Today |
| Sept 15: | Oktoberfest 2012 Community Park 5K Run/Walk @ 11 am with music in the afternoon |
| Sept 17: | City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm |
| Sept 19: | Planning Commission Meeting @ ISD #15 Central Services Center (District Offices) 7:00 pm |

TO: Mayor & City Council

FROM: Matthew L. Hylan,
City Administrator 

RE: Agenda Memorandum – September 4, 2012 Meeting

Agenda Items:

4. Consent Agenda:

- b. *Tort Liability Limit*: Annually the City Council must choose to either waive the Statutory Tort Liability Limit or not. Historically the Council has chosen to NOT waive this liability limit. Unless this item is removed from the consent agenda, this will be reflected in the minutes as NOT waiving the Tort Liability.
- c. *Authorization to Advertise for Bids for Re-Roof*: At the June 22, 2012 City Council Meeting the Council Authorized staff to enter into an agreement with Amcon for the re-roof design for the fire station and a small building at our public works west shop. Amcon's time frame is for a pre-bid meeting on Wednesday, September 12, 2012 and Bid opening September 19, 2012. The bid results will be presented at the October 1, 2012 City Council meeting.
- d. *ISD #15 School Liaison Contract 2012-2013*: The 2012-13 School Liaison Contract includes a reduction from two officers as in past years to one officer for the coming school year. For the services of one officer, ISD #15 will pay the City \$60,180.00.
- e. *Approval of the Gambling Premise/Lease Permit at Beef O' Brady's*: The Anoka Area Ice Arena would like to transfer their lease agreement for Lawful Gambling Activity to the new owners (Beef O' Brady's) at 23212 St. Francis Blvd (Formally Billy's Neighborhood Bar and Grill).
- f. *Resolution 2012-30*: This resolution declares October 2012 as "Domestic Violence Awareness Month."
- g. *Pay Estimate #10 for the Police/Public Works Facility*: Attached is the current pay request in the amount of \$741,329 for the Police/Public Works Facility. The appropriate retainage has been withheld.

6. Petitions, Requests, Applications:

7. Ordinances & Resolutions:

- a. *Ordinance 170, Second Series*: Utility Code Update. The first reading was back on June 4, 2012. There has been some concern with residents in the Urban Area that have sand points and whether or not they should follow the odd/even watering ban.

Proposed Language:

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.

This could be changed to "...use water from the City Water System" instead of "... use water in the Urban Service Area". Not a major change but it will make enforcement slightly more difficult.

A motion and roll call vote would be in order for this Ordinance.

- b. *Resolution 2012-23*: This resolution allows the City to print a summary of Ordinance 170, Second Series which is allowed due to the length and cost. A full copy is at city hall for people to review. A motion would be in order to approve Resolution 2012-23.
- c. *Ordinance 173, Second Series*: Ordinance 173, Second Series (second reading) creates a section of the City Code to regulate the keeping of bees. This Ordinance has been recommended by the Planning Commission. Planner Nate Sparks explains in his memorandum the reasoning behind the five acre minimum. A motion and roll call vote would be in order for the second reading of Ordinance 173.
- d. *Ordinance 175, Second Series*: City Attorney, Scott Lepak drafted Ordinance 175, Second Series as per discussion at the August 6th City Council meeting. A motion and roll call vote would be in order for the second reading of Ordinance 175.
- e. *Resolution 2012-31*: This resolution changes the debt service levy on G.O. Improvement and Utility Revenue Bonds from what is scheduled (\$15,215.13) to the average levy that has been adopted (\$20,900.00). A motion would be in order to approve Resolution 2012-31.
- f. *Resolution 2012-32*: This resolution adopts the preliminary, maximum tax levy payable for 2013. After this percentage is certified to the county it cannot be increased, however, this amount can be decreased. After a preliminary, maximum tax levy is agreed upon by Council, a motion would be in order to approve Resolution 2012-32.
- g. *Ordinance 176, Second Series*: This ordinance makes Zoning Ordinance enforcement measures consistent with new City Code enforcement measures. A motion and roll call vote would be in order for the first reading of Ordinance 176.
- h. *Ordinance 177, Second Series*: This ordinance fixes a minor discrepancy in the Subdivision Ordinance and Zoning Ordinance regarding minimum lot size for unplatted subdivisions. This ordinance changes the minimum lot width standard for a metes and bounds division to 300 feet from the 330 foot width standard that the city no longer uses. A motion and roll call vote would be in order for the first reading of Ordinance 177.

8. Reports:

a. **Engineer:**

c. **Staff:**

Fire:

Public Works:

Liquor Store:

Police:

City Administrator:

11. Old Business

12. New Business:

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

CITY COUNCIL MINUTES

AUGUST 20, 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, Fire Chief Dean Kapler, Finance Director Darcy Mulvihill, City Administrator Matt Hysten and City Clerk Barb Held.
3. **Adopt Agenda:** MOTION BY SANDOVAL SECOND BROWN TO ADOPT THE AUGUST 20, 2012 CITY COUNCIL AGENDA. Add Letter from Gary Smith and Jennifer O'Reskie to the agenda under new business. Motion carried 5-0.
4. **Consent Agenda:** MOTION BY KANE SECOND McCLISH TO ADOPT THE AUGUST 20 2012, CITY COUNCIL CONSENT AGENDA-A-C AS FOLLOWS:
 - a. Approve the City Council Minutes of August 6, 2012.
 - b. Acknowledge the Receipt of the Fire Inspection Summary 2012
 - c. Approve the Payment of Claims for \$163,091.98. (Check Numbers 64116-64205)Motion carried 5-0.
5. **Meeting Open to the Public:** None.
6. **Petitions, Requests, Applications:**
 - a. **Brian & Angela Lawrence: Ordinance Amendment and Variance Request regarding Accessory Structures:** Brian and Angela Lawrence, 23124 Drake Street NW are before the City Council asking to amend the ordinance on the size of accessory structures. We filled out the application for a variance request on the accessory structure size. However, we did not pay the fee for the application request. First, we wanted to see if it is beneficial for us to apply for a variance request or an ordinance amendment. The Lawrence's would like to put up a larger structure than is allowed by the current City Code. The Lawrence asked if they could be grandfathered in under the old ordinance. When we first moved in and built our house, we would have been able to build it the size of pole building we wanted. It was determined the ordinance changed on the accessory size around 2003. The Lawrence asked what the process would be. City Planner Nate Sparks explained the procedure. Our neighbors have the larger size pole building. The current ordinance allows them a 1,500 square foot building but they would like a 2,400 square foot building. Tveit recommend the Lawrence's work with the planning department.

7. **Ordinances & Resolution:**

a. **Ordinance 170, Second Series: Amending Chapter 3 of the City Code Regarding Municipal Utilities (First Reading):** This ordinance has been before the City Council a number of times. The Mayor asked to have this back on the agenda. The previous concerns with this ordinance amendment dealt with private sand points and whether or not they should follow the odd/even water restrictions. The proposed Section 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. After staff discussion, the proposed language could be amended to read; “...use water from the City Water System” instead of “...use water in the Urban Service Area”, however the enforcement is slightly more difficult. MOTION BY MCCLISH SECOND TVEIT APPROVING THE FIRST READING OF ORDINANCE 170, SERIES AMENDING CHAPTER 3 OF THE CITY CODE REGARDING MUNICIPAL UTILITIES WITH THE CHANGED LANGUAGE. Roll Call: Ayes: Kane, Brown, McClish and Tveit. Nays: None

b. **Ordinance 173, Second Series: Adding Section 8-3-5 Keeping of Bees (First Reading):** This item was brought back as a first reading due to the questions the Council had regarding the acreage requirement. MOTION BY BROWN SECOND KANE APPROVING THE FIRST READING OF ORDINANCE 173, SECOND SERIES ADDING SECTION 8-3-5 KEEPING OF BEES. Roll Call: Brown, Kane, McClish and Tveit. Nays: Sandoval. Motion carried 4-1.

c. **Ordinance 174, Second Series: Adding Section 2-11 in the City Code “Administrative Enforcement of Code Regulations” (Second Reading):** Changes were made since the first reading. They were extending the date of payment from ten (10) days to fourteen (14) days. MOTION BY SANDOVAL SECOND McCLISH APPROVING THE SECOND READING OF ORDINANCE 174, SECOND SERIES ADDING SECTION 2-11 ADMINISTRATIVE ENFORCEMENT OF CODE REGULATIONS. Roll Call: Ayes: Kane, McClish, Sandoval, Brown and Tveit. Motion carried 5-0.

d. **Resolution 2012-28: Authorizing summary Publication of Ordinance 174, Second Series Adding Section 2-11 to the City Code Regarding the Administrative Enforcement of Code Regulations:** MOTION BY SANDOVAL SECOND KANE ADOPTING RESOLUTION 2012-28 A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 174, SECOND SERIES ADDING SECTION 2-11 TO THE CITY CODE REGARDING THE ADMINISTRATIVE ENFORCEMENT OF CODE REGULATIONS. Motion carried 5-0.

e. **Ordinance 175, Second Series: Amending Section 6-5-3 Gambling Proceeds (First Reading):** City Attorney Scott Lepak provided a memorandum on Lawful gambling use of proceeds. Changes are proposed to the existing lawful gambling ordinance to incorporate the City fund requirement. This proposed amendment could require the charitable gambling groups to pay 10 percent of their net gambling profits to the city. The money would be put into a fund operated by the City and be spend on allowed uses as noted in the memorandum. Also added was language that is statutorily required in order to require expenditures by the gambling organization. MOTION BY SANDOVAL SECOND McCLISH APPROVING THE FIRST READING Roll Call: Sandoval, Kane, McClish, Brown and Tveit. Nays: None. Motion carried 5-0.

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

a. **Engineer:**

b. **Attorney:**

c. **Staff:**

c. Staff:

Fire Department: Department Update: Chief Kapler gave just a couple of updates. The hiring procedure is going well; we are at the point of scheduling the physical agility test. Bethel, Oak Grove and St. Francis's Fire Departments will be meeting this week to discuss the feasibility of standardizing some purchases and group buying. The Fire and Police Department attended two different parties on the Night to Unite and they went well. The Fire Department is looking at the expansion possibilities into the police department area. Tomorrow night starts the Anoka County training that is a countywide program. The training reimbursement we received from the State was more than we expected, which is good news.

Public Works:

Liquor Store:

Police Dept:

City Administrator Report: Bridge Street Improvement: Last Monday we received notice that Anoka County received a Federal Grant for the Bridge Street Improvement. This improvement design includes two roundabouts along Bridge Street. The next two years will be the planning stage with opportunities to attend public hearings. The earliest timeline for construction would be in the fall of 2014 or spring of 2015.

Budget Cut Proposals: As Hylen noted in his memorandum; due to the decreasing state aid, a slow economy, zero percent levy adjustments for two years, increased costs to complete essential services and constant increases in unfunded mandates from the State of Minnesota, our city is forced to consider substantial cutback to maintain financial solvency. Based on the Budget Workshop discussions on August 5, 2012; the ideas were to reduce or eliminate services, delay or eliminate purchases, increase taxes, and/or reduction of city employees. Direction to the management team was to come back with the best recommendations and have the least amount of negative impact to city services. The list included seven budget cuts along with a 5% Levy increase. This does not fund Pioneer Days. We will need to get some final decision in September on Pioneer Days. This does include a staff reduction of the Assistant Public Works Director. Tveit asked if there are any questions on the staffing reduction. Tveit stated I regret to make this motion. MOTION BY TVEIT SECOND KANE TO ELIMINATE THE ASSISTANT PUBLIC WORKS POSITION. Motion carried 4-1. Sandoval voting nay.

The next time we meet, we will need to set a levy. Hylen asked do you want to keep the proposed 5% levy increase or higher, you can always lower it. Kane asked is 5% going help us out this year and get us into next year without making the drastic cuts we have to make this year. Hylen said that is a tough question, I just do not know. The 5% will get us through 2013. Kane stated I want to make sure we are doing the right thing now to build ourselves and not get any deeper. Tveit asked the Council if there were any suggestions on the levy percentage. Sandoval said could we look at what 8% would be. We can always go down to 5%. Tveit said I would like to keep it as low as possible, closer to the 3%. A 3% increase is roughly \$36.00 per year. McClish would be in support of looking at the 5%-8% increase. Finance Director will have

numbers available to you in the off week memo or before. The last two years we have done a zero percent tax levy.

9. **Reports from Council Members:** Sandoval asked how would a 501 c3 work. Tveit said a think a separate board would need to be set up.

Brown stated in regards to dedicating funds to Pioneer Days and if the money is not there from the gambling precedes then what?

McClish thanked the police and fire for attending the Night to Unite.

10. **Report from Mayor:** I had a great time at the Night to Unite. A special thank you to all the civic organizations that attended and put the event it together. In addition, Tveit thanked the fire and police departments for attending the event.

11. **Old Business:** Tveit asked if there was any progress with MnDOT on the school zone. Voge said we have separated the pedestrian sign improvement with the school zone improvement with MnDOT. Voge stated we are still in communication with them.

12. **New Business: Gary Smith: Temporary Recreational Vehicle Request:** Tveit stated we have a written request from Gary Smith and Jennifer O'Reskie to be able to live in a RV as a temporary lodging due to the fire they experienced on February 25, 2012. Sandoval said we have had requests before and have had problems. Brown suggested we at least have a deposit in a escrow account. Kane recommended we have an ending date. McClish would like to see not more than 90 days. Tveit would not have a problem if they follow what they say they are going to do. Hysten said who will be inspecting it and agreed with having an escrow in case we have problems. Hysten said maybe an amount of \$5,000. Lepak said if you have to do regular inspections on the water/sewer system, if we run into issues or we need to involve the planner and city attorney to address issues you will need to have enough in escrow. The council continued to have discussion on whether or not to allow the temporary housing request. MOTION BY KANE SECOND SANDOVAL TO DENY THE REQUEST FOR THE USE OF A TEMPORARY RECREATIONAL VEHICLE REQUEST. Motion carried 4-1. Tveit voted nay.

Sandoval stated Billy's closed over the weekend. He asked if the new owners have been in contact with city hall. Held stated yes they did get the paperwork for a liquor license.

13. **Adjournment:** The City Council adjourned the meeting at 7:04 pm.

Barbara I. Held, City Clerk

Re-roof St Francis Fire Station and Storage Building
St. Francis, MN
August 30, 2012

ADVERTISEMENT FOR BIDS

PART 1 - GENERAL

1.01 OWNER REQUESTS SEALED BIDS ON CONSTRUCTION WORK AS FOLLOWS:

A. Project: Re-roof of St. Francis Fire Station

Scope of work: Replace existing roof system with a fully adhered EPDM system included related carpentry for a complete installation. The project also includes re-roofing of a small storage building adjacent to the new St. Francis Public Works facility.

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

Architect and Construction Manager Amcon
1715 Yankee Doodle Road
Eagan, MN 55121
651-379-9090

C. Pre-Bid Meeting:

Time: 9 AM
Date: Wednesday, September 12, 2012
Location: St Francis Fire Station
3740 Bridge Street NW
St. Francis, MN 55070

D. Bids Due:

Time: 1 PM
Date: Wednesday, September 19, 2012
Location: St. Francis City Hall

ALL BIDS TO BE SUBMITTED IN SEALED ENVELOPES INDICATING:

City of St. Francis – Re-roof bid
Name of company submitting bid

1.02 AVAILABILITY OF DOCUMENTS

A. Copies of documents available on or about: August 28, 2012.

B. Documents available at:

1. Construction Manager's Office, Amcon CM, LLC. 1715 Yankee Doodle Road, Suite 200, Eagan, MN 55121. Phone number is 651-379-9090

ADVERTISEMENT FOR BIDS

00 11 13 - 1

8/30/2012

Re-roof St Francis Fire Station and Storage Building
St. Francis, MN
August 30, 2012

2. Interested bidders may obtain electronic PDF bid documents free of charge from Amcon. If printed documents are requested, bidder shall pay cost of printing and shipping directly to Amcon.

1.04 BONDS

- A. Each bid shall be accompanied by a certified or cashier's check, or a bid bond in the amount of at least five percent (5%) of the amount of the bid made payable to City of St. Francis as bid security that, if the bid is accepted, the contractor will execute the contract and file the required performance and payment bonds with the allotted time period after notice of award of contract.
- B. A 100% performance and payment bond will be required as a condition of entering into a contract with the City of St. Francis.

1.05 REJECTION & BID AWARD

- A. Owner reserves the right to reject any or all proposals and to waive informalities and irregularities in the bidding.
- B. Owner/Contractor contract shall be AIA B101/CMA, 1992 version
- C. Alternates may be selectively accepted or rejected in any order at the Owner's discretion.

1.06 TIME OF AWARD

- A. Contractor to hold all bids and alternates valid for sixty (60) days.

END OF SECTION 00 11 13

ADVERTISEMENT FOR BIDS

00 11 13 - 2

8/30/2012

**CONTRACT FOR SCHOOL LIAISON OFFICERS
FOR INDEPENDENT SCHOOL DISTRICT 15
ST. FRANCIS, MINNESOTA
2012-2013**

THIS CONTRACT by and between the City of St. Francis (hereafter referred to as "City") Anoka County, Minnesota and Independent School District 15, (hereafter referred to as "District") Anoka County, Minnesota, is entered into under and by virtue of Minnesota Statutes, Section 471.59 and Section 123B.02.

1. OFFICER EMPLOYED BY CITY. The City shall provide law enforcement services to the District through the use of a police officer who will serve as School Liaison Officer. The Officer will be employed by the City and the City shall assume all obligations with regard to worker's compensation, PERA, withholding taxes, insurance and other employment related obligations. The District will not be considered the employer of the officer for any purpose.

2. TERM OF CONTRACT. This contract shall be effective for school year 2012-2013 beginning on September 4th 2012. The school year shall consist of 170 student contact days, for a total of 1,360 hours.

3. ADMINISTRATIVE RESPONSIBILITIES. Law enforcement services rendered to the District shall be at the sole direction of the City Council. Standards of performance, discipline of the Officer assigned and other internal matters, shall be under authority of the Chief of Police of the City. The District shall provide the City with an appraisal of the police liaison service received. This will be done at least annually and will result from a program review conducted by the District's staff.

4. LEVEL OF SERVICE. The City will assign a total of one Officer to provide law enforcement services to the High School, Middle School, Crossroads School and

Elementary School. These services (in the High School and priority coverage for the Middle School and Crossroads) will consist of officers remaining available and responding to service needs pursuant to this contract that shall only be secondary to the officers greater priority to respond to emergency calls, attend police training and special duties as assigned by the Chief of Police of the City that remove this priority service. The normal staffing will be one (1) officer, in the event the assigned officer is absent whether such absence due to vacation, sick or other reasons. The City will assign one other Police Officer on duty as responsible for meeting its obligations pursuant to this Agreement. The Police Department will provide additional coverage for events that happen outside of normal school hours, such as athletic events, dances at the rate of \$55.00/hour. Reimbursement for additional time will be invoiced separately as it occurs.

5. DUTIES OF OFFICER. Basic duties of the officer shall be set forth in a job description provided to School Officials by the Chief of Police of the City. The Police Chief and School officials will also meet annually to discuss expectations for officers. In addition, police liaison services for Crossroads School and Vocational Center shall include identified services for students with special needs, eligible under the individuals with Disabilities Education Act (IDEA).

6. CLOTHING, EQUIPMENT AND SUPPLIES. The Officers assigned to the schools will be uniformed officers. The City shall provide required clothing, uniforms, vehicle, necessary equipment and supplies for Officers to perform law enforcement duties.

7. SCHOOL CALENDAR. The District shall provide the City's Police Department with a school calendar on an annual basis.

8. TERMINATION. This agreement shall remain in full force and effect from the date hereof unless terminated by either party upon ninety (90) days written notice of such

termination. All payment due hereunder shall be prorated in the event of such termination.

9. DURATION AND COST. For and in consideration of the provision of police service in accordance with the terms of this Contract, the District shall pay the City the sums of Sixty Thousand, One Hundred Eighty Dollars (\$60,180.00) in fiscal year 2012-2013. Payment shall be made on a quarterly basis.

10. FUNDING LOSS TERMINATION OPTION. In accordance with Minnesota Statute 465.71 the District may elect to cancel this contract if budgeted funds are not available to continue the service in this manner.

11. SCOPE. It is agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

CITY OF ST. FRANCIS

By: _____

Title: _____

By: _____

Title: _____

Dated: _____

INDEPENDENT SCHOOL DISTRICT 15

By: Melissa Vitz

Title: Chair

By: Shirley Kelly

Title: clerk

Dated: 8-27-2012

LG215 Lease for Lawful Gambling Activity

Organization <i>ANOKIA AREA ICE ARENA</i>		Address <i>4111 7E AVE N</i>		License/site number <i>02926-011</i>	Daytime phone <i>763-913-8805</i>
Name of leased premises <i>BEEF "O" BRADYS</i>	Street address <i>23212 ST. FRANCIS BLVD</i>	City <i>ST. FRANCIS</i>	State MN	Zip <i>55070</i>	Daytime phone
Name of legal owner <i>TONY ZELCE</i>	Business/street address <i>23212 ST. FRANCIS BLVD</i>	City <i>ST. FRANCIS</i>	State MN	Zip <i>55070</i>	Daytime phone <i>763-234-470</i>
Name of lessor [if same as legal owner, write in "SAME"]	<i>SAME</i>	<i>SAME</i>			

Check applicable item:

1. **New lease. Do not submit existing lease with amended changes.**
 _____ Date that the changes will be effective. Submit changes at least 10 days **before** the effective date of the change.
2. **New owner. Effective date** _____ **Submit new lease within 10 days after new lessor assumes ownership.**

Check all activity that will be conducted

<input checked="" type="checkbox"/> Pull-tabs [paper]	<input checked="" type="checkbox"/> Electronic pull-tabs [must also sell paper pull-tabs]
<input type="checkbox"/> Pull-tabs [paper] with dispensing device	<input checked="" type="checkbox"/> Linked electronic bingo
<input checked="" type="checkbox"/> Bar bingo <input type="checkbox"/> Bingo	Electronic games may only be conducted at:
<input checked="" type="checkbox"/> Tipboards	(1) a premises licensed for the on-sale or off-sale of intoxicating liquor or 3.2 percent alcoholic beverages [but does not include a general food store or drug store permitted to sell alcoholic beverages under Minn. Stat. 340A.405, subdivision 1]; or
<input type="checkbox"/> Paddlewheel <input type="checkbox"/> Paddlewheel with table	(2) a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

PULL-TAB, TIPBOARD, ELECTRONIC LINKED BINGO, AND PADDLEWHEEL RENT
 Separate rent for booth and bar ops. Complete all that apply. No lease required for raffles.

BOOTH OPERATION - the sales of gambling equipment by an employee/volunteer of a licensed organization in a premises leased or owned by the organization.

ALL GAMES, including electronic games - Monthly rent to be paid, 10%, not to exceed **10%** of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises may not exceed \$1,750 per month.
- The rent cap does not include BAR OPERATION rent.

BAR OPERATION - the sales of gambling equipment within a leased premises by an employee of the lessor.

ELECTRONIC GAMES - Monthly rent to be paid, _____%, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES - Monthly rent to be paid, _____%, not to exceed **20%** of gross profits from all other forms of lawful gambling.

- Rent may not be paid for bar bingo.
- Bar bingo does not include bingo games linked to other permitted premises.

BINGO RENT for leased premises where bingo is the primary business conducted, such as bingo hall.

Bingo rent is limited to one of the following:

- Rent to be paid, _____%, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
- OR -
- Rate to be paid \$ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.

LEASE TERMINATION CLAUSE. Must be completed.

The lease may be terminated by either party with a written 30 day notice.

Other terms _____

LG215 Lease for Lawful Gambling Activity

Lease Term - The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management - The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises.

The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited - The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes 349.181.

Illegal Gambling - The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes 349.18, Subdivision 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H or Minnesota Statutes 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions - The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Gambling Control Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to permitted premises - Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor records - The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent all-inclusive - Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

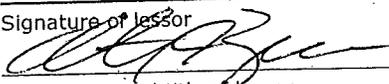
- trash removal
- electricity, heat
- snow removal
- storage
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring

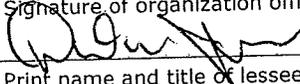
Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Gambling Control Board. Rent payments may not be made to an individual.

Acknowledgment of Lease Terms

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease

Signature of lessor  Date 8/15/12
 Print name and title of lessor
 Anthony J. Zeece

Signature of organization official [lessee]  Date 8-15-12
 Print name and title of lessee
 DAVID R. JOHNSON
 Rts. Wg. G.B.

Questions? Contact the Licensing Section, Gambling Control Board, at 651-639-4000. This publication will be made available in alternative format (i.e. large print, Braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

AGENDA REPORT

TO: City Administrator
FROM: Barb Held, City Clerk
SUBJECT: **Gambling Lease Agreement**
DATE: September 4, 2012

INTRODUCTION

The Anoka Area Ice Arena would like to transfer their lease agreement for Lawful Gambling Activity to the new owners at 23212 St. Francis Blvd.

BACKGROUND

The Anoka Area Ice Arena had a Gambling Premise Permit with Billy's Neighborhood Bar and Grill. Billy's closed their operation August 19, 2012. Beef O'Bradys will be opening in the same location and Anoka Area Ice Arena will be conducting the Lawful Gambling Activity under their current Premise Permit, 23212 St. Francis Blvd. However, they do have to apply and submit to Minnesota Lawful Gambling a new Lease Agreement.

RECOMMENDATION

A motion would be in order to adopt Resolution 2012-29 approving the Gambling Lease Agreement for Anoka Area Ice Arena at Beef O'Bradys, 23212 St. Francis Blvd.

BUDGET IMPACT

None.

S:\FORMS\AGENDA REPORT.doc

Attachments:

1. Resolution 2012-29
2. Lease Agreement

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

RESOLUTION 2012-29

**A RESOLUTION APPROVING THE GAMBLING PREMISE/LEASE PERMIT
FOR THE ANOKA AREA ICE ARENA
AT BEEF O'BRADYS**

WHEREAS, pursuant to Minnesota Statutes 349.213, the City of St. Francis has in effect Section 6-5-3 of the St. Francis City Code which regulates lawful gambling with the City;

WHEREAS, Anoka Area Ice Arena (the "Applicant") is an organization which conducts or proposes to conduct lawful gambling at the following described premises within the City of St. Francis, Anoka County, Minnesota;

Beef O'Bradys
23212 St. Francis Blvd.
St. Francis, MN 55070

AND WHEREAS, the Gambling Control Board has submitted a premise permit which the Applicant has requested to be issued or renewed;

AND WHEREAS, the City Council finds that the Applicant has complied with all requirements of the St. Francis City Code, Section 6-5-3 and premises complies with all requirements of the City Code.

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:

NOW THEREFORE, BE IT RESOLVED that all Applicants premise permit is hereby approved by a majority of the St. Francis City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 4th DAY OF SEPTEMBER, 2012

ATTEST:

Jerry Tveit, Mayor

Barbara I. Held, City Clerk



Phone: 763-780-2332
24-Hour Crisis Line/TTY: 763-780-2330
Fax: 763-780-9696
www.AlexandraHouse.org

P.O. Box 49039
Blaine, MN 55449-0039

July 31, 2012

Mayor Jerry Tveit
23340 Cree St NW
St. Francis, MN 55070

Dear Mayor Tveit,

Every year throughout the country, October is officially recognized as Domestic Violence Awareness Month. Counties and cities all over the US take the opportunity to honor this month through an official proclamation. In choosing to locally proclaim October as DVAM, the City of St. Francis shows its recognition of both the gravity of the problem and the importance of the ongoing work to create a violence-free community in Anoka County. Your city's proclamation will add to the chorus of voices insisting that women, men, and children all have a right to seek peace and safety in their lives.

Alexandra House is proud of its partnerships with all the communities throughout Anoka County. In this spirit, we will display all proclamations at our annual *Walk for Hope: Steps to End Domestic and Sexual Violence* on Saturday, September 29th at Bunker Hills Regional Park in Andover. This event, attended by over 500 participants every year, challenges our community to confront the impact of domestic and sexual violence. Additionally, it provides a space for survivors, family members, friends, and allies to honor those who have lost their lives as a result of domestic violence. Following the *Walk for Hope*, the proclamations will be prominently displayed at Alexandra House.

Please contact our Community Education Coordinator, Amy Highness at 763-795-5452 or ahighness@alexandrahouse.org if you have any questions regarding this request. Also enclosed for your reference is a sample you may wish to use to compose your proclamation. Thank you for your consideration and support of this important cause.

Sincerely,

Connie Moore
Executive Director

Enclosure
Cc: Matthew Hylen



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

RESOLUTION 2012-30

**A RESOLUTION PROCLAIMING OCTOBER 2012 AS
“DOMESTIC VIOLENCE AWARENESS MONTH”**

WHEREAS, the community problem of domestic violence has become a critical public health and welfare concern in Anoka County; and

WHEREAS, domestic violence is a crime, the commission of which will not be tolerated in Anoka County and perpetrators of said crime are subject to prosecution and conviction in accordance with the law; and

WHEREAS, over thousands of women and children have and will continue to access assistance from Alexandra House, Inc., a domestic violence service provider; and

WHEREAS, domestic violence will be eliminated through community partnerships of concerned individuals and organizations working together to prevent abuse while at the same time effecting social and legal change; and

WHEREAS, October is **National Domestic Violence Awareness Month**; and

WHEREAS, during **National Domestic Violence Awareness Month**, Anoka County organizations will inform area residents about domestic violence, its prevalence, consequences and what we, as a concerned community can do to eliminate its existence.

NOW THEREFORE, BE IT RESOLVED AND KNOWN TO ALL that the City of St. Francis hereby proclaims October as Domestic Violence Awareness Month.

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

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 4th
DAY OF SEPTEMBER 2012.**

ATTEST:

Jerry Tveit, Mayor
City of St. Francis

Barbara I. Held, City Clerk
City of St. Francis



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

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

Application #: 10
 Dated: 8/31/2012
 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 for the Owner, and that current payment shown herein is now due.

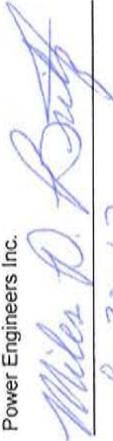
CONTRACTOR: Amcon CM, LLC

BY: 

DATE: 8/28/12

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: 

DATE: 8-30-12

OWNER: City of St. Francis

BY: _____

DATE: _____

CHANGE ORDER SUMMARY

Change Order Number	Approval Date	Amount
1	8/28/2012	100,270

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: \$100,270
 Contract Value: \$6,526,207

Total Completed & Stored To Date: \$5,840,265
 Retention: \$292,015
 Total Earned, Less Retention: \$5,548,250

Previous Applications For Payment: \$4,806,921

Current Payment Due: \$741,329

Previously Submitted & Not Paid Applications: \$0

TOTAL DUE: \$741,329

Thank You



CONTRACT CONTINUATION

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

Application #: 10
Dated: 8/31/2012
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	\$344,622	\$17,231	\$327,391	\$300,017	\$27,374	99%	\$4,035
2 C-02	Site Utilities	North 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	277,200	13,860	263,340	94,050	169,290	61%	173,671
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	558	778,546	777,395	38,870	738,525	715,207	23,318	100%	1,151
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)	340,330	865	341,195	341,195	17,060	324,135	324,135	0	0	100%	0
8 C-08	Steel Erection	Maxx Steel Erectors	69,900	1,651	71,551	69,033	3,452	65,581	65,581	0	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	109,435	5,472	103,963	71,511	32,452	87%	15,688
11 C-11	Architectural Woodwork, Cabinet	Southern MN Woodcraft Inc	47,950	9,876	57,826	50,238	2,512	47,726	44,838	2,888	87%	7,588
12 C-12	Flat Roofing	McDowell Company	400,650	582	401,232	399,510	19,976	379,534	373,046	6,488	100%	1,722
13 C-13	HM Doors/Hardware (Supply)	Straughan Hardware Inc	96,980	(655)	96,325	94,815	4,741	90,074	90,074	0	98%	1,510
14 C-14	Overhead Doors	Overhead Door of the Northland	70,298	1,430	71,728	71,639	3,582	68,057	68,057	0	100%	89
15 C-15	Specialty Doors - Detention	Stronghold Industries Inc	24,400	0	24,400	24,400	1,220	23,180	11,400	11,780	100%	0
16 C-16	Glass and Glazing	Heartland Glass	49,060	518	49,578	38,449	1,922	36,527	21,327	15,200	78%	11,129
17 C-17	Drywall/Metal Stud Framing	M Reinert Drywall Inc	83,000	2,216	85,216	85,216	4,261	80,955	76,879	4,076	100%	0
18 C-18	Flooring (Carpet and VCT)	Multiple Concept Interior Inc	23,949	1,384	25,333	21,400	1,070	20,330	19,085	1,245	84%	3,933
19 C-19	Ceramic and Quarry Tile	Grazzini Brothers & Company	31,397	1,000	32,397	29,000	1,450	27,550	23,275	4,275	90%	3,397
20 C-20	Painting & Coatings	Steinbrecher Painting	37,200	590	37,790	34,550	1,728	32,822	2,992	29,830	91%	3,240
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	6,885	334	6,351	463	5,888	38%	10,917
23 C-22B	Detention	Mid America Business Systems	36,218	(12,115)	24,103	23,103	1,155	21,948	0	21,948	96%	1,000
24 C-22C	Laundry Access, Wash Bay	Construction Supply Inc	13,621	1,179	14,800	14,800	740	14,060	9,648	4,412	100%	0
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	Greystone Construction Co	114,950	0	114,950	13,561	678	12,883	12,883	0	100%	0
27 C-23	Fabric Covered Storage Struct.	Olympus Lockers & Storage Prod	17,800	0	17,800	0	0	0	119,949	0	96%	5,000
28 C-24	Lockers	Signarama	9,896	(291)	9,605	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	27,210	1,111,410	1,111,410	55,571	1,055,839	973,603	82,236	100%	0
31 C-27	Electrical	Electrical Solutions Inc	693,100	15,928	709,028	611,369	30,568	580,801	486,406	94,395	86%	97,659
32 C-28	Overhead Crane Systems	Altech Engineering Corp	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	7,652	230,850	133,652	6,683	126,969	54,759	72,210	58%	97,198
35 C-31	Window Treatment	Custom Expressions	1,353	0	1,353	0	0	0	0	0	0%	1,353
TOTALS			\$6,425,937	\$100,270	\$6,526,207	\$5,840,265	\$292,015	\$5,548,250	\$4,806,921	\$741,329	89%	\$665,942

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	558	778,546
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	582	401,232
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	1,430	71,728
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	2,216	85,216
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	1,000	32,397
C-20 Steinbrecher Painting	X	3/1/12	X	37,200	590	37,790
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	8/10/12		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	16,312	131,262
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	27,210	1,111,410
C-27 Electrical Solutions, Inc	X	9/1/12	X	693,100	15,928	709,028
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	7,652	230,850
C-31 Custom Expressions	X	9/29/12		1,353		1,353
				6,425,937	100,270	6,526,207

APPLICATION AND CERTIFICATE FOR PAYMENT

(Instructions on reverse side)

AIA DOCUMENT G702/Cma

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:

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..... \$344,622
(Column G on G703)
5. RETAINAGE:
 - a. 5% % of Completed Work \$17,231
(Columns D & E on G703)
 - b. 0% % of Stored Material \$0.00
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$17,231

6. TOTAL EARNED LESS RETAINAGE..... \$327,391
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$300,017

8. CURRENT PAYMENT DUE \$27,374

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 21,266

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

PROJECT: APPLICATION NUMBER: 6 PERIOD TO: 08/31/12 PROJECT NOS.: CONTRACT DATE: 11/08/11

Distribution to: OWNER CONSTRUCTION MANAGER ARCHITECT CONTRACTOR

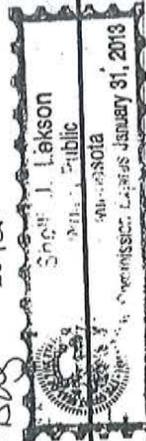
VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

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: *[Signature]*

BY: *[Signature]* DATE 8-24-12

State of: Minnesota County of: Anoka
Subscribed and sworn before me this 24 day of Aug 2012
Notary Public: Shawn J. Lakson
My Commission Expires: 1/31/13



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. \$27,374

AMOUNT CERTIFIED..... \$ 27,373.87
(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.)

By: *[Signature]* CONSTRUCTION MGR. Date: 8/28/12

By: *[Signature]* ARCHITECT: Date: 8-30-12

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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PAGE ONE OF 2 PAGES

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

APPLICATION NO: 6
 APPLICATION DATE: 08/24/12
 PERIOD TO: 08/31/12
 ARCHITECT'S PROJECT NO:

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.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E 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
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD						
1	Bond	\$6,174.00	\$6,174.00	\$0.00	\$0.00		\$6,174.00	100%	\$0	\$309
2	Mobilization/Incidentals	\$10,325.00	\$9,781.25	\$544.00	\$544.00		\$10,325.25	100%	\$0	\$516
3	Erosion/Control	\$11,430.00	\$10,500.50	\$929.50	\$929.50		\$11,430.00	100%	\$0	\$572
4	Removals	\$13,675.00	\$12,600.00	\$1,075.00	\$1,075.00		\$13,675.00	100%	\$0	\$684
5	Site Grading	\$172,228.00	\$166,891.72	\$5,336.00	\$5,336.00		\$172,227.72	100%	\$0	\$8,611
6	Structural Excavating/Backfill/Floor Prep	\$35,960.00	\$35,960.00	\$0.00	\$0.00		\$35,960.00	100%	\$0	\$2,798
7	Tolerance Paving/ Con Areas	\$17,170.00	\$16,085.00	\$1,085.00	\$1,085.00		\$17,170.00	100%	\$0	\$859
8	Turn Lane/Ext Concrete/CLS/Prep	\$8,135.00	\$4,100.00	\$0.00	\$0.00		\$4,100.00	50%	\$4,035	\$205
9	Backfill Curbs/Finish Grade/ Top Soil	\$49,845.00	\$30,000.00	\$19,845.00	\$19,845.00		\$49,845.00	100%	\$0	\$2,492
10	COI-01		\$715.00	\$0.00	\$0.00		\$715.00	100%	\$0	\$36
11	CO2-02		\$3,000.00	\$0.00	\$0.00		\$3,000.00	100%	\$0	\$150
12			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
13			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
14			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
15			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
16			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
17			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
18			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
19			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
20			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
21			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
22			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
23			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
24			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
25			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
26			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
27			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
28			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
29			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
30			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
31			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
32			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
33			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
34			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
35			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
36			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
37			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
38			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
39			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
40			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
41			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
42			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
43			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
44			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
45			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
46			\$0.00	\$0.00	\$0.00		\$0.00		\$0	\$0
TOTALS		344,942	315,807	28,815	0	344,622	4,035	17,231		

PAYMENT APPLICATION

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 # 485
 PERIOD THRU 08/23/2012
 PROJECT #s:

DATE OF CONTRACT: 12/05/2011

Distribution to:
 CONTRACTOR
 ARCHITECT
 SUBCONTRACTOR

Mr 6503CM

SUBCONTRACTOR'S SUMMARY OF WORK

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

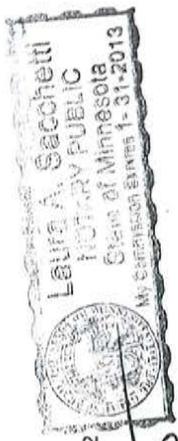
1. CONTRACT AMOUNT \$448,200.00
2. SUM OF ALL CHANGE ORDERS \$2,671.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2) \$450,871.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page) \$277,200.00
5. RETAINAGE:
 - a. 5.00% of Completed Work (Columns D + E on Continuation Page) \$13,860.00
 - b. 5.00% of Material Stored (Column F on Continuation Page) \$0.00
- Total Retainage (Line 5a + 5b or Column I on Continuation Page) \$13,860.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE \$263,340.00
- (Line 4 minus Line 5 Total) 94,050
\$104,800.00
7. LESS PREVIOUS PAYMENT APPLICATIONS
8. PAYMENT DUE ~~\$158,840.00~~ \$169,290
9. BALANCE TO COMPLETION (Line 3 minus Line 6) \$187,531.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$2,671.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$2,671.00	\$0.00
NET CHANGES	\$2,671.00	

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: *[Signature]* Date: 08/23/2012

State of: Minnesota
 County of: Dakota
 Subscribed and sworn to before me this 23rd day of August 2012
 Notary Public: *[Signature]*
 My Commission Expires: 1/31/13



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: \$169,290
 (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: *[Signature]* Date: 8-30-12

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.

[Signature] 8/28/12

CONTINUATION PAGE

PROJECT: 2012-003 St. Francis Police and Public Works
 APPLICATION #: 5
 DATE OF APPLICATION: 08/23/2012
 PERIOD THRU: 08/23/2012
 PROJECT #s:

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

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	BOND	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	\$0.00	
2	Parking Lot								
3	Class 5	\$180,500.00	\$105,500.00	\$56,950.00	\$0.00	\$0.00	\$162,450.00	\$18,050.00	
4	Asphalt Base	\$122,500.00	\$0.00	\$110,250.00	\$0.00	\$0.00	\$110,250.00	\$12,250.00	
5	Asphalt Wear	\$116,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$116,200.00	
6	Turn Lane								
7	Class 5	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,500.00	
8	Asphalt Base	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,500.00	
9	Asphalt Wear	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,500.00	
10	Change Order #C03-1	\$275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$275.00	
11	Change Order #C03-2	\$2,396.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,396.00	
TOTALS		\$450,871.00	\$110,000.00	\$167,200.00	\$0.00	\$0.00	\$277,200.00	\$173,671.00	61%

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

COS
PAGES

PAGE ONE OF

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

PROJECT: St. Francis Police & Public Works

APPLICATION NO: _____

PERIOD TO: _____

PROJECT NO: _____

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

7 Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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 \$ 58.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 778,546.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 777,395.00
5. RETAINAGE:
 - a. 5 % of Completed Work \$ 38,869.75
(Column D + E on G703)
 - b. 5 % of Stored Material \$
(Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) 70 38869.75
6. TOTAL EARNED LESS RETAINAGE \$ 738,525.25
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 715,207.50
8. CURRENT PAYMENT DUE \$ 23,318.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) 40,020.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$6,840.00	(\$6,000.00)
Total approved this Month	\$100.00	(\$382.00)
TOTALS	\$6,940.00	(\$6,382.00)
NET CHANGES by Change Order		\$558.00

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: Chris A. [Signature] Date: 8-24-12

State of: MN County of: MACKA August, 2012
 Subscribed and sworn to before me this 24th day of AUGUST
 Notary Public: [Signature] KRISTIN J. ERICKSON
 My Commission expires: 11/31/13 NOTARY PUBLIC - MINNESOTA
 My Commission Expires Jan. 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 \$ 23,318

(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: [Signature] Date: 8/28/12
 ARCHITECT: [Signature] Date: 8-30-12
 By: [Signature] Date: 8-30-12

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

A/A Document G-703 - 1992

AIA Document G702, Application for Payment		Application Date		Application Number		Period To		Architects Project Number	
		8/24/2012		7.00					
A	B	C	D		E	F	G	H	I
Item No.	Description of Work	Scheduled Value	From Previous (D • E)	Work completed This Period	Materials Presently Stored (Net in D or E)	Total Completed & Stored to Date (D+E+F)	% (G/C)	Balance To Finish (C-G)	Retainage 5% (H Variable Rate)
3000/600	Concrete/Masonry	\$ 778,546.00	\$ 752,850.00	\$ 24,546.00	\$ -	\$ 777,395.00	99.00%	\$ 1,151.00	5%
	TOTALS	\$ 778,546.00	\$ 752,850.00	\$ 24,546.00	\$ -	\$ 777,395.00	99.00%	\$ 1,151.00	

G703-1992

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 Facility

APPLICATION NO.: 445
PERIOD TO: 8/31/2012

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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

VIA ARCHITECT:

CONTRACT FOR: ARCHITECT
CONTRACT DATE: CONTRACTOR
PROJECT NOS: 1120 / / FIELD
OTHER

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) \$ 109,435.00

5. RETAINAGE:

- a. 5.00 % of Completed Work
(Columns D + E on G703) \$ 5,471.75
- b. _____ % of Stored Material
(Column F on G703) \$ _____

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 5,471.75

6. TOTAL EARNED LESS RETAINAGE \$ 103,963.25
(Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 71,514
(Line 6 from prior Certificate) \$ 71,514

8. CURRENT PAYMENT DUE \$ # 32,452

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 21,169.75
(Line 3 minus Line 6)

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	

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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.

Date: 08/23/2012

By: [Signature]
State of: Minnesota

County of: Benton

Subscribed and sworn to before me this 23rd



Notary Public: Pamela M. Petron
My commission expires:

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 \$ 32,452
(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: Mike D. Butch

Date: 8-30-12

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.

[Signature] 8/26/12



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: 5
 APPLICATION DATE: 8/23/2012
 PERIOD TO: 8/31/2012
 ARCHITECT'S PROJECT NO: 8/31/2012

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)		
01100	General Conditions									
17001	Change Order C10-01	-84.00	-84.00							-4.20
17002	Change Order C10-02	500.00	500.00							25.00
17003	Change Order C10-03	257.00	257.00							12.85
17004	Change Order C10-04	1,150.00	1,150.00							57.50
011000	General Conditions	10,500.00	7,350.00	1,575.00				1,575.00		446.25
011001	Bond	4,000.00	4,000.00							200.00
011002	Labor Hours - 100 Laborer	3,200.00	1,920.00	224.00						107.20
011003	Labor Hours - 100 Carpenter	4,100.00	2,624.00	328.00						147.60
061053	Misc. Rough Carpentry	24,800.00	24,800.00							1,240.00
061500	Sheathing	14,920.00	14,920.00							746.00
066400	Plastic Paneling	5,800.00	5,800.00	5,800.00						290.00
079200	Joint Sealants	600.00	500.00	100.00						30.00
081113	Hollow Metal Doors & Frames	4,000.00	3,200.00	800.00						200.00
081416	Flush Wood Doors	3,000.00	1,000.00					2,000.00		50.00
083463	Detent Doors & Frames w/0814									
085413	Fiberglass Windows	16,500.00	16,500.00							825.00
087100	Door Hardware	10,300.00	2,060.00						1,030.00	463.50
101100	Visual Display Surfaces	1,000.00		7,210.00						25.00
102113	Toilet Compartments	2,800.00		500.00					500.00	84.00
102500	Wall Protection	1,200.00		1,680.00					1,120.00	60.00
102800	Toilet, Bath, & Laundry Access	2,400.00		1,200.00						60.00
104413	Fire Extinguisher Cabinets	2,400.00		2,160.00					240.00	108.00
104416	Fire Extinguishers w/104413	1,690.00		1,521.00					169.00	76.05
107500	Flagpoles	2,600.00		2,340.00					260.00	117.00
	GRAND TOTAL									

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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: 5
 APPLICATION DATE: 8/23/2012
 PERIOD TO: 8/31/2012
 ARCHITECT'S PROJECT NO: 1120 H

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			D FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
111900	Detention Equipment	2,500.00		2,100.00		2,100.00	2,500.00	105.00
111916	Detention Gun Lockers	2,800.00		1,200.00		1,200.00	700.00	60.00
112200	Vehicle Wash Bay Curtain	3,000.00					1,800.00	
113100	Residential Appliances	1,600.00					1,600.00	
Totals GRAND TOTAL		125,133.00	80,697.00	28,738.00		109,435.00	15,698.00	5,471.75

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 101219A/G04

C-11

TO (Owner) **City of St. Francis** PROJECT: **St. Francis Police & Public Works** APPLICATION NO: **Three (3)** Distribution to: **John Long**

23340 Cree Street NW
St. Francis, MN 55070
FROM (Contractor) **Southern Minnesota Woodcraft, Inc.**

1051 Faribault Road
Faribault, MN 55021

PERIOD TO: **August 31, 2011**

AMCON PROJECT NO: **234**

CONTRACT FIC-11 Architectural Woodwork, Cabinets, Countertops

CONTRACT DATE: **December 29, 2011**

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month	Date Approved		
1	12/8/11	\$3,388.00	
2	4/12/12		(\$203.00)
3	7/10/12	\$6,691.00	
TOTALS		\$10,079.00	(\$203.00)
Net Change by Change Orders		\$9,876.00	

1. ORIGINAL CONTRACT SUM \$ \$47,950.00
2. NET CHANGE BY CHANGE ORDERS \$ \$9,876.00
3. CONTRACT SUM TO DATE (Line 1+2) \$ \$57,826.00
4. TOTAL COMPLETED & STORED TO DATE \$ \$50,237.53
(Column G on G703)

5. RETAINAGE:
 - a. 5% of Contract Sum to Date \$2,511.88
(Column D + E on G703)
 - b. 10% of Stored Material \$ _____
(Column F on G703)
- Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ \$2,511.88
6. TOTAL EARNED LESS RETAINAGE \$ \$47,725.65
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ \$18,407.17
8. CURRENT PAYMENT DUE \$ \$29,318.48 **\$ 44,838**
9. BALANCE TO FINISH, PLUS RETAINAGE \$ \$10,100.35
(Line 3 less Line 6)

State of: **Minnesota** County of: **Waseca**
 Subscribed and sworn to before me this 21 day of **August, 2012**
 Notary Public **Barbara A Morris**
 My Commission expires: **01-31-2016**



Combined 3-24

AMOUNT CERTIFIED **\$ 44,838**

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

ARCHITECT:

By: *Miles D. R. [Signature]* Date: **8-30-12**

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.

Adam [Signature] 8/28/12

CONTRACTOR **Southern Minnesota Woodcraft, Inc.**

By: *[Signature]* Date: **August 21, 2012**

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.

CONTINUATION SHEET

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: **Three (3)**

Application Date: **August 21, 2012**

Period To: **August 31, 2012**

AMCON Project No: **234**

Southern Minnesota Woodcraft, Inc.

ITEM NO.	DESCRIPTION OF WORK	C		D		E		F	G	%	H		I
		SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	(G/C)				BALANCE TO FINISH (C-G)	RETAINAGE	
1	Architectural Millwork/Casework												
2	Performance Bond	\$ 1,540.00	\$ 1,540.00						\$ 1,540.00	100%			\$ 77.00
3	Shop Drawings	\$ 1,500.00	\$ 1,500.00						\$ 1,500.00	100%			\$ 75.00
6	Vanities @ PS123 & PS124 - Mat	\$ 230.00	\$ 230.00						\$ 230.00	100%			\$ 11.50
7	Vanities @ PS123 & PS124 - Fab	\$ 425.00	\$ 425.00						\$ 425.00	100%			\$ 21.25
8	Vanities @ PS123 & PS124 - Install	\$ 520.00		\$ 520.00					\$ 520.00	100%			\$ 26.00
11	Casework @ PS117 & 118 - Mat	\$ 1,500.00	\$ 1,500.00						\$ 1,500.00	100%			\$ 75.00
12	Casework @ PS117 & 118 - Fab	\$ 3,200.00	\$ 3,200.00						\$ 3,200.00	100%			\$ 160.00
13	Casework @ PS117 & 118 - Install	\$ 1,300.00		\$ 1,300.00					\$ 1,300.00	100%			\$ 65.00
14	Casework @ Conf PS104 - Mat	\$ 315.00	\$ 315.00						\$ 315.00	100%			\$ 15.75
15	Casework @ Conf PS104 - Fab	\$ 585.00	\$ 585.00						\$ 585.00	100%			\$ 29.25
16	Casework @ PS 101/103 - Mat	\$ 260.00	\$ 260.00			\$ 260.00			\$ 260.00	100%			\$ 13.00
17	Casework @ PS 101/103 - Fab	\$ 7,750.00	\$ 7,750.00			\$ 3,000.00			\$ 3,000.00	39%	4,750.00		\$ 150.00
18	Casework @ PS 101/103 - Install	\$ 3,500.00	\$ 3,500.00			\$ 3,500.00			\$ 3,500.00	100%			\$ 175.00
19	Casework @ PS 143 & 140 - Mat	\$ 2,500.00	\$ 2,500.00						\$ -	0%	2,500.00		\$ -
20	Casework @ PS 143 & 140 - Fab	\$ 1,750.00	\$ 1,750.00						\$ 1,750.00	100%			\$ 87.50
21	Casework @ PS 143 & 140 - Install	\$ 2,500.00	\$ 2,500.00						\$ 2,500.00	100%			\$ 125.00
22	Casework @ Squad PS133 - Mat	\$ 1,040.00	\$ 1,040.00			\$ 1,040.00			\$ 1,040.00	100%			\$ 52.00
23	Casework @ Squad PS133 - Fab	\$ 1,500.00	\$ 1,500.00			\$ 1,500.00			\$ 1,500.00	100%			\$ 75.00
24	Casework @ Squad PS133 - Install	\$ 2,000.00	\$ 2,000.00			\$ 2,000.00			\$ 2,000.00	100%			\$ 100.00
25	Casework @ Booking PS138 - Mat	\$ 780.00	\$ 780.00			\$ 780.00			\$ 780.00	100%			\$ 39.00
26	Casework @ Booking PS138 - Fab	\$ 800.00	\$ 800.00			\$ 800.00			\$ 800.00	100%			\$ 40.00
27	Casework @ Booking PS138 - Install	\$ 1,300.00	\$ 1,300.00			\$ 1,300.00			\$ 1,300.00	100%			\$ 65.00
28	Vanities @ PW110 & PW111 - Mat	\$ 520.00	\$ 520.00			\$ 520.00			\$ 520.00	100%			\$ 26.00
29	Vanities @ PW110 & PW111 - Fab	\$ 230.00	\$ 230.00			\$ 230.00			\$ 230.00	100%			\$ 11.50
30	Vanities @ PW110 & PW111 - Install	\$ 425.00	\$ 425.00			\$ 425.00			\$ 425.00	100%			\$ 21.25
31	Casework @ PW100/PW102 - Mat	\$ 1,175.00	\$ 1,175.00			\$ 1,175.00			\$ 1,175.00	100%			\$ 58.75
32	Casework @ PW100/PW102 - Fab	\$ 2,468.91	\$ 2,468.91			\$ 2,468.91			\$ 2,468.91	100%			\$ 123.45
33	Casework @ PW100/PW102 - Install	\$ 780.00	\$ 780.00			\$ 780.00			\$ 780.00	100%			\$ 39.00
34	Solid surface Window sills - Mat	\$ 1,400.00	\$ 1,400.00			\$ 1,400.00			\$ 1,400.00	100%			\$ 70.00
35	Solid surface Window sills - Fab	\$ 2,000.00	\$ 2,000.00			\$ 2,000.00			\$ 2,000.00	100%			\$ 100.00
36	Solid surface Window sills - Install	\$ 450.00	\$ 450.00			\$ 450.00			\$ 450.00	100%			\$ 22.50
37	Use Tax (7.125%)	\$ 1,411.78	\$ 611.97	\$ 461.34					\$ 1,073.31	76%	338.47		\$ 53.67
38	Change Order C11-1 - Mat	\$ 1,120.00	\$ 1,120.00						\$ 1,120.00	100%			\$ 56.00
39	Change Order C11-1 - Fab	\$ 1,527.98	\$ 1,527.98			\$ 1,527.98			\$ 1,527.98	100%			\$ 76.40
40	Change Order C11-1 - Install	\$ 660.00	\$ 660.00			\$ 660.00			\$ 660.00	100%			\$ 33.00

CONTINUATION SHEET

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: **Three (3)**

Application Date: **August 21, 2012**

Period To: **August 31, 2012**

AMCON Project No: **234**

Southern Minnesota Woodcraft, Inc.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D ORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
	Architectural Millwork/Casework								5.00%
41	Change Order C11-02 - Mat	\$ (96.00)	\$ (96.00)		\$ -	\$ (96.00)	100%	\$ -	\$ (4.80)
42	Change Order C11-02 - Fab	\$ (100.00)	\$ -	\$ (100.00)	\$ -	\$ (100.00)	100%	\$ -	\$ (5.00)
43	Change Order C11-03 - Mat	\$ 2,140.00	\$ 2,140.00		\$ -	\$ 2,140.00	100%	\$ -	\$ 107.00
44	Change Order C11-03 - Fab	\$ 3,168.33	\$ -	\$ 3,168.33	\$ -	\$ 3,168.33	100%	\$ -	\$ 158.42
45	Change Order C11-03 - Install	\$ 1,230.00	\$ -	\$ 1,230.00	\$ -	\$ 1,230.00	100%	\$ -	\$ 61.50
46		\$ -	\$ -		\$ -	\$ -	#DIV/0!	\$ -	\$ -
	Totals	\$ 57,826.00	\$ 19,375.97	\$ 30,861.56	\$ -	\$ 50,237.53	87%	\$ 7,588.47	\$ 2,511.88

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AIA Type Document
Application and Certification for Payment

TO (OWNER): AMCON CM
1715 YANKEE DOODLE RD STE 200
EAGAN, MN 55121

PROJECT: ST FRANCIS POLICE/PUBLIC WORK
23340 CREE STREET
ST FRANCIS, MN 55070

APPLICATION NO: 2SFPPW-04
PERIOD TO: 8/31/2012

DISTRIBUTION
TO:
— OWNER
— ARCHITECT
— CONTRACTOR

FROM (CONTRACTOR): McDOWALL COMPANY
P.O. BOX 606

VIA (ARCHITECT): PROFESSIONAL DESIGN GROUP
ARCHITECT'S
PROJECT NO:

WAITE PARK, MN 56387-0606

CONTRACT FOR: ROOFING WORK

CONTRACT DATE: 11/7/2011

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document 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 \$ 400,650.00
- 2. Net Change by Change Orders \$ 582,200
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 401,232,400,650.00
- 4. TOTAL COMPLETED AND STORED TO DATE \$ 399,510.00

- 5. RETAINAGE:
 - a. 5.00 % of Completed Work \$ 19,975.50
 - b. 0.00 % of Stored Material \$ 0.00

- Total retainage (Line 5a + 5b) \$ 19,975.50
- 6. TOTAL EARNED LESS RETAINAGE \$ 379,534.50
(Line 4 less Line 5 Total)

- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 373,046.00
- 8. CURRENT PAYMENT DUE \$ 6,488

- 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 21,115.50

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

CONTRACTOR: McDOWALL COMPANY
P.O. BOX 606
WAITE PARK, MN 56387-0606

By: John W. McDowall
JOHN McDOWALL / PRESIDENT

Date: August 21, 2012

State of: MN
County of: STEARNS

Subscribed and Sworn to before me this 21st day of August 2012

Notary Public: Rita Barrett
My Commission Expires: 01-31-17



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 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 \$ 6,488
(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 to the amount certified.)

ARCHITECT: Miller D. Butz
By: Miller D. Butz
Date: 8-30-12

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.

John W. McDowall
8/28/12

AIA Type Document
Application and Certification for Payment

TO (OWNER): AMCON CM
1715 YANKEE DOODLE RD STE 200
EAGAN, MN 55121

PROJECT: ST FRANCIS POLICE/PUBLIC WORK
23340 CREE STREET
ST FRANCIS, MN 55070

APPLICATION NO: 2SFPPW-04
PERIOD TO: 8/31/2012

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): McDOWALL COMPANY
P.O. BOX 606
WAITE PARK, MN 56387-0606

VIA (ARCHITECT): PROFESSIONAL DESIGN GROUP
ARCHITECT'S
PROJECT NO:

CONTRACT FOR: ROOFING WORK CONTRACT DATE: 11/7/2011

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
01L	ROOFING LABOR	105,100.00	105,100.00	0.00	0.00	105,100.00	100.00	0.00	5,255.00
01M	ROOFING MATERIAL	236,900.00	236,900.00	0.00	0.00	236,900.00	100.00	0.00	11,845.00
02L	SHEETMETAL LABOR	25,500.00	25,500.00	0.00	0.00	25,500.00	100.00	0.00	1,275.00
02M	SHEETMETAL MATERIAL	7,630.00	7,630.00	0.00	0.00	7,630.00	100.00	0.00	381.50
03L	STANDING SEAM LABOR	1,520.00	0.00	380.00	0.00	380.00	25.00	1,140.00	19.00
03M	STANDING SEAM MATERIAL	2,000.00	800.00	1,200.00	0.00	2,000.00	100.00	0.00	100.00
4	UNLIMITED IMAGES	17,500.00	12,250.00	5,250.00	0.00	17,500.00	100.00	0.00	875.00
5	SOLAR MIDWEST	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00	0.00	225.00
REPORT TOTALS		\$400,650.00	\$392,680.00	\$6,830.00	\$0.00	\$399,510.00	99.72	\$1,140.00	\$19,975.50

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

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

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

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: *Straughan Hardware, Inc.*
2200 E 25th Street
Minneapolis, MN 55404
CONTRACT FOR: *Doors, Frames and Hardware*

VIA ARCHITECT: *Professional Design Group*
105 E 4th Street
Northfield, MN 55057

CONTRACT DATE: *11-07-12*

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 \$ 96,980
2. Net change by Change Orders \$ 0 (655)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 96,980
4. TOTAL COMPLETED & STORED TO DATE \$ 96,980
(Column G on G703) 94,845
5. RETAINAGE:
a. 5 % of Completed Work \$ 4,849
(Columns D + E on G703) 4741
b. _____ % of Stored Material \$ _____
(Column F on G703)
Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 4,849 4741
6. TOTAL EARNED LESS RETAINAGE \$ 92,131
(Line 4 less Line 5 Total)

LESS PREVIOUS CERTIFICATES FOR PAYMENT

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0
8. CURRENT PAYMENT DUE \$ 92,131 70,074
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 4816 4741

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: *Eric P. Magdal*

Date: 07-27-12

By: *Eric P. Magdal - President*

State of: MINN

County of: HENNEPIN

Subscribed and sworn to before me this 27th day of July



Notary Public: *Lori Magdal*

My Commission expires: 1-31-15

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 \$ 90,074
(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: *Miller D. Duff*

Date: 8-30-12

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 use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

G702-1992

8/28/12



Document G703™ - 1992

Project: St. Francis Police & Public Works
 Material Supplier: Straughan Hardware, Inc.

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: #1
 APPLICATION DATE: 07-27-12
 PERIOD TO: 07-31-12
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Hollow Metal Doors and Frames	\$20,510		\$20,510	<5107		\$20,510	0	\$1,025.50
2	Wood Doors	\$9,962		\$9,962			\$9,962	0	\$498.00
3	Finish Hardware	\$66,508		\$66,508	<1,0007		\$66,508	0	\$3,325.40
	GRAND TOTAL	\$96,980		\$96,980	494815		\$96,980	0	\$4,849.00

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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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side)

PAGE ONE OF TWO PAGES

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TO (OWNER): City of St. Francis
 C/o Amcon CM
 1715 Yankee Doodle Road, Suite 200
 Eagan, MN 55121-1616

PROJECT: St. Francis Police & Fire Works APPLICATION NO: 2
 St. Francis, MN PERIOD TO: August 31, 2012

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): Stronghold Industries, Inc.
 2000 Oakes Rd.
 Racine, WI 53406

VIA (ARCHITECT): Professional Design Group
 105 East 4th Street
 Northfield, MN 55057-2047

PROJECT NO: 234

CONTRACT FOR: Detention Equipment

CONTRACT DATE: November 7, 2011

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.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		TOTAL \$0.00	\$0.00
Approved this Month			
Number	Date Approved		
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: Stronghold Industries, Inc.

By: 

Date: 8/2/12

1. ORIGINAL CONTRACT SUM \$ 24,400.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 24,400.00
4. TOTAL COMPLETED & STORED TO DATE \$ 24,400.00
 (Column G on G703)

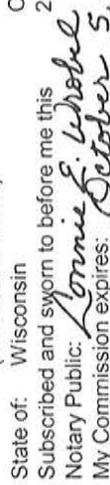
5. RETAINAGE: a. 5% of Completed Work \$1,220.00
 (Column D + E on G703)

b. % of Stored Material
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703)..... \$ 1,220.00

6. TOTAL EARNED LESS RETAINAGE..... \$ 23,180.00
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

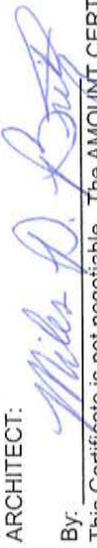
8. CURRENT PAYMENT DUE..... \$ 11,400.00
 (Line 6 from prior Certificate)..... \$ 11,780.00
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 1,220.00
 (Line 3 less Line 6)

State of: Wisconsin County of: Racine
 Subscribed and sworn to before me this 2nd day of August, 2012
 Notary Public: 
 My Commission expires: October 5, 2014

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..... \$ 11,780
 (Attach explanation if amount certified differs from the amount applied for.)
 ARCHITECT:

By:  Date: 8-30-12

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.

 8/22/12

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 2
 APPLICATION DATE: 8/2/2012
 PERIOD TO: 8/31/2012
 ARCHITECT'S PROJECT NO: 00234

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D		E	F	G	H	I
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD					
A	Section 083463 Detention Doors & Frames Material	12,000.00	12,000.00	0.00			12,000.00	0.00	600.00
B	Section 087163 Detention Door Hardware Material	9,000.00	0.00	9,000.00			9,000.00	0.00	450.00
C	Section 088853 Security Glazing Material	3,400.00	0.00	3,400.00			3,400.00	0.00	170.00
		\$24,400.00	\$12,000.00	\$12,400.00			\$24,400.00	\$0.00	\$1,220.00

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma (Instructions on reverse side)

CONSTRUCTION MANAGER-ADVISOR EDITION

PAGE ONE OF TWO PAGES

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TO OWNER: Amcon CM, LLC
1715 Yankee Doodle Road, Suite 200
Eagan, MN 55121-1616

PROJECT: St Francis Police & Public Work

APPLICATION NO.: 2

Distribution to:

PERIOD TO: 8/31/2012
PROJECT NOS: 1176T
CONSTRUCTION MANAGER
CONTRACT DATE: 11/8/2011
ARCHITECT
CONTRACTOR

FROM CONTRACTOR: HEARTLAND GLASS CO, INC. VIA ARCHITECT:
VIA CONSTRUCTION MANAGER:
CONTRACT FOR: 77

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	\$49,060.00
2. Net Change By Change Orders	\$ 518.00
3. CONTRACT SUM TO DATE (Line 1 +/- line 2)	\$ 49,578.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$38,449.00

5. RETAINAGE:

a. 5% of Completed Work (Columns D + E on G703)	\$ 1,922.45
b. 5% of Stored Material (Column f on G703)	\$ -
Total Retainage (line 5a +5b or Total in Column I of G703)	\$ 1,922.45

6. TOTAL EARNED LESS RETAINAGE \$36,526.55

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$21,326.55

8. CURRENT PAYMENT DUE \$15,200.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6) \$ 13,051.45

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 518.00	
Total approved this Month	\$ 518.00	\$ -
TOTALS	\$ 518.00	\$ -
NET CHANGES by Change Order	\$	\$ 518.00

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: Heartland Glass Co, Inc.
By: *[Signature]* Date: 8-21-12

State of: MINNESOTA
County of: STEARNS
Subscribed and sworn to before me this 21st day of August 2012
Notary Public: *[Signature]*
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 \$ 15,200
(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: *[Signature]* Date: 8/20/12
ARCHITECT: *[Signature]* Date: 8-30-12

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are with out prejudice to any rights of the Owner or Contractor under this Contract



AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing APPLICATION NUMBER: 2
 Contractor's signed Certification is attached. APPLICATION DATE: 8/21/12
 In tabulations below, amounts are stated to the nearest dollar PERIOD TO: 8/31/12
 Use Column I on Contracts where variable retainage for line items may apply. PROJECT NO. 1176T

St Francis Police & Public Work

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
1	Section 08410 Aluminum Entrances & Storefront materials & labor	\$ 49,060.00	\$ 22,449.00	\$ 16,000.00	\$ -	\$ 38,449.00	\$ 10,611.00	\$ 1,922.45
2	Change Order #C16-1	\$ 518.00	\$ -	\$ -	\$ -	\$ -	\$ 518.00	\$ -
Grand Total		\$49,578.00	\$22,449.00	\$16,000.00	\$0.00	\$38,449.00	\$11,129.00	\$1,922.45

C-17

APPLICATION FOR PAYMENT

CAP702
Page: 1 of 2

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

From Contractor:

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

VIA ARCHITECT:

Professional Design Group
PO Box 641
Northfield, MN 55057

Application No.: Application Date: Period To: Contract Date:

4 AUG 23, 2012 AUG 31, 2012 NOV 9, 2011

Project Nos:

Distribution List:

<input type="checkbox"/>	Owner	<input type="checkbox"/>	Construction Mgr
<input type="checkbox"/>	Architect	<input type="checkbox"/>	Field
<input type="checkbox"/>	Contractor	<input type="checkbox"/>	Other

CONTRACT FOR: C-17 Drywall

Contractor's Application for Payment

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

- 1. Original Contract Amount: \$ 83,000
- 2. Net of Change Orders: \$ ~~84,426.00~~
- 3. Net Amount of Contract: \$ 2216 ~~1,426.00~~
- 4. Total Completed & Stored to Date: \$ 85,216 ~~85,852.00~~
- 5. Retainage Summary:
 - a. 0.00 % of Completed Work \$ 4,292.60 ~~4,261~~
 - b. 0.00 % of Stored Material \$ 0.00

- 6. Total Completed Less Retainage: \$ 81,559.40
- 7. Less Previous Applications: \$ 76,879 ~~78,850.00~~

8. Current Payment Due, This Application: \$ 4,076 ~~2,009.40~~

9. Contract Balance (Including Retainage): \$ 4,292.60 ~~4,261~~

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	1,426.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	1,426.00	0.00
NET of Change Orders:	1,426.00	

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) M. Reinert Drywall, Inc.

Date: AUG 23, 2012

State Authorized: Minnesota

County of:

Subscribed and sworn to before me this 23 day of August 2012

Notary Public: Carol J Foss

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: \$4,076

(Architect's Signature) Mikel P. Ruff Date: 8-30-12

Edwin Wilburn 8/28/12

APPLICATION FOR PAYMENT - CONTINUATION SHEET

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: 4
Application Date: 8/23/2012
Period To: 8/31/2012
Contract Date: 11/09/2011
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		E 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)
			From Previous Application (D + E)							
1	Material	49,800.00	49,800.00		0.00	0.00	49,800.00	100	0.00	2,490.00
2	Frame	16,600.00	16,600.00		0.00	0.00	16,600.00	100	0.00	830.00
3	Insulate	4,150.00	4,150.00		0.00	0.00	4,150.00	100	0.00	207.50
4	Hang	8,300.00	8,300.00		0.00	0.00	8,300.00	100	0.00	415.00
5	Tape and sand	4,150.00	4,150.00		0.00	0.00	4,150.00	100	0.00	207.50
6	co 1	1,426.00	0.00	1,426.00	1,426.00	0.00	1,426.00	100	0.00	71.30
7	co 2	1,108.00	0.00	1,108.00	1,108.00	0.00	1,108.00	100	0.00	55.40
8	co 3	318.00	0.00	318.00	318.00	0.00	318.00	100	0.00	15.90
		85,852.00	83,000.00	2,852.00			85,852.00	100	0.00	4,292.60

Page 1 (C-18)

PAYMENT APPLICATION

TO: Amcon Construction
 4715 Yankee Doodle Road Suite 200
 Eagan, MN 55121-1616
 Attn: Multiple Concepts Interiors
 26 1st Ave N
 Waite Park, MN 56387
FOR: St Francis Police & Public Works Facility

PROJECT NAME AND LOCATION: St Francis Police & Public Works Facility
PROJECT #: 4
PERIOD THRU: 08/31/2012
DATE OF CONTRACT: 11/07/2011

CONSTRUCTION MANAGER: Multiple Concepts Interiors
ARCHITECT:

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 (Column G on Continuation Page)	\$21,400.00		
5. RETAINAGE:			
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$1,070.00		
b. 5.00% of Material Stored (Column F on Continuation Page)	\$0.00		
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$1,070.00		
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$20,330.00		
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$19,084.54		
8. PAYMENT DUE	<u>\$1,245.46</u>		
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$5,003.00		

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: 8/17/12
 State of: Minnesota
 County of: Stearns
 Subscribed and sworn to before me this 17 day of August 2012
 Notary Public: Peggy J. Fuller
 My Commission Expires: 131-2015



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: \$1,245.46
 (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: *[Signature]* Date: 8/28/12
ARCHITECT: *[Signature]* Date: 8-30-12

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 APPLICATION #: 4
 St Francis Police & Public Works Facility DATE OF APPLICATION: 08/17/2012
 PERIOD THRU: 08/31/2012
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Materials	\$18,705.00	\$18,705.00	\$0.00	\$0.00	\$0.00	\$18,705.00	\$0.00	\$935.25
2	Labor	\$5,244.00	\$0.00	\$1,311.00	\$0.00	\$0.00	\$1,311.00	\$3,933.00	\$65.55
3	Change Order #C18-1	\$1,384.00	\$1,384.00	\$0.00	\$0.00	\$0.00	\$1,384.00	\$0.00	\$69.20
TOTALS		\$25,333.00	\$20,089.00	\$1,311.00	\$0.00	\$21,400.00	\$3,933.00	\$1,070.00	

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APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF _____ PAGES

AIA DOCUMENT G702

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

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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

PERIOD TO: 8/31/12

PROJECT NOS: 234

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) \$ 29,000.00
5. RETAINAGE:
 - a. % of Completed Work \$ 1,450.00
(Column D + E on G703)
 - b. % of Stored Material \$
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 1,450.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 27,550.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 23,275.00
8. CURRENT PAYMENT DUE \$ 4,275.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 3,847.00

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

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA® © 1992

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

John Winberg
Ekeliz

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: *[Signature]* Date: 8/1/12

State of Minnesota
 County of Anckerly
 Subscribed and sworn to before me this 17 day of August 2012
 Notary Public: *[Signature]*
 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 \$ 4,275

(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: 8-30-12

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

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

4

APPLICATION NO:

8/17/12

APPLICATION DATE:

8/31/12

PERIOD TO:

ARCHITECT'S PROJECT NO:

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.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E 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) 5.00%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	Tile Work									
	Labor	\$13,897.00	\$7,000.00	\$4,500.00	\$0.00	\$11,500.00	83%	\$2,397.00	\$575.00	
	Materials	\$17,500.00	\$17,500.00	\$0.00	\$0.00	\$17,500.00	100%	\$0.00	\$875.00	
	GRAND TOTALS	\$31,397.00	\$24,500.00	\$4,500.00	\$0.00	\$29,000.00	92.37%	\$2,397.00	\$1,450.00	

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
08-17-2012

Customer ID
AMCO001

Invoice No.
133243

Job/Contract No.
234

P.O. No.

Draw ID
4

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 August	4,500.00
---	--	----------

Amount Billed \$4,500.00

Retainage Held 225.00

\$4,275.00

APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G702/CMa (Instructions on reverse side) PAGE ONE OF 2 PAGES

TO OWNER: PROJECT: **St Francis Police & Public Wor**
 FROM CONTRACTOR: **Steinbrecher Painting, Inc.**
 1408 7th Street North
 PO Box 159
 Princeton MN 55371
 VIA ARCHITECT: **Amcon CM, LLC**
 VIA ARCHITECT:

APPLICATION NO: **(344)**
 PERIOD TO: **08/30/2012**
 PROJECT NOS.:
 DISTRIBUTION TO:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 CONTRACT DATE: **11/07/2011**

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 \$ **590** ~~348.00~~
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ **37,790** ~~37,548.00~~
4. TOTAL COMPLETED & STORED TO DATE \$ **34,550.00**
 (Column G on G702)

5. RETAINAGE:
 a. **5.00** % of Completed Work \$ **1,727.50**
 (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) \$ **1,727.50**

6. TOTAL EARNED LESS RETAINAGE \$ **32,822.50**
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ **2,992**
 (Line 6 from prior Certificate) \$ **12,872.50**
8. CURRENT PAYMENT DUE \$ **19,950.00**
 (Line 3 less Line 6) \$ **29,830**
 (combined 344)
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ **4,695.50**
 (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.** Date: **8-22-12**
 By: **MPM**
 State of: **Minnesota**
 County of: **Mille Lacs**
 Subscribed and sworn to before me this **22nd** day of **August 2012**
 Notary Public: **Debra M. Ulm**
 My Commission expires: **1-31-15**



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 \$ **29,830**
 (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: _____ Date: **8/28/12**
 By: **Alan Whidbey**
 ARCHITECT: **Miller D. Stuep** Date: **8-30-12**

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)

PAGE 4 OF 8 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.

4

APPLICATION NO.:

08/22/2012

APPLICATION DATE:

PERIOD TO:

08/30/2012

ARCHITECT'S PROJECT NO.:

Page: 2 of 2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	(THIS PERIOD					
	P&P Bonds	750.00	750.00		4,200.00		750.00	530.00	37.50
	Materials	7,290.00	2,560.00				6,760.00		338.00
	Labor	29,160.00	10,240.00		16,800.00		27,040.00	2,120.00	1,352.00
	Change Order# #1	318.00						318.00	
	Totals:	37,518.00	13,550.00		21,000.00		34,550.00	2,968.00	1,727.50

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G703-1992



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APPLICATION AND CERTIFICATION FOR PAYMENT

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

Application NO: 3
 PERIOD TO: 08/23/12
 PROJECT NOS:
 CONTRACT DATE:

PROJECT: POLICE & PBLIC WORKS FACILITY
 TO OWNER: AMCON CONSTRUCTION
 1715 YANKEE DOODLE DR
 EAGAN MN 55121

FROM CONTRACTOR:
 Bartley Sales Company, Inc.
 6509 Cambridge Street
 Minneapolis, MN 55426

VIA ARCHITECT:
 CONTRACT FOR: Specialties

CONTRACTOR: BARTLEY SALES COMPANY, INC.
 By: *Elizabeth J. Angles* Hennepin County of Minnesota
 Subscribed and sworn to before me this 24 day of August 2012
 Notary Public: *[Signature]*
 My Commission expires: 1/31/2016

CONTRACTOR'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 \$ 5,888
 (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: *Miller D. Duff* Date: 8-30-12
 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.

1. ORIGINAL CONTRACT SUM \$ 16,891.00
 2. Net change by Change Orders \$ 711.00
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 17,602.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 6,685.00

5. RETAINAGE: \$ 334.25
 a. 5 % of Completed Work (Column D + E on G703)
 b. % of Stored Material (Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 334.25

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 6,350.75
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 463
 8. CURRENT PAYMENT DUE \$ 5,888
 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 11,251.25

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
 Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.
Robert Winbery 8/28/12

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

APPLICATION NO: 3
 APPLICATION DATE: 08/23/12
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
 Contractor's signed certification is attached.
 SCHEDULE OF VALUES FOR FT FRANCIS POLICE
 AND PBLC WORKS

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E 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)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	TOILET PARTITIONS	\$5,471.00			\$4,571.00		\$4,571.00	83.55%	\$900.00	\$228.55
2	METAL SHELVING	\$3,064.00					\$370.00	100.00%	\$3,064.00	\$18.50
3	FLAGPOLES	\$7,853.00					\$117.00	100.00%	\$7,853.00	\$5.85
4	ADD ACCESS PANELS CO#1	\$370.00	\$370.00				\$224.00	100.00%		\$11.20
4A	ADD ACCESS PANELS	\$117.00	\$117.00				\$1,403.00	100.00%		\$70.15
5	ADD ACCESS PANELS	\$224.00	\$224.00							
6	WALL PROTECTION	\$1,403.00			\$1,403.00					
	GRAND TOTALS	\$18,502.00	\$711.00		\$5,974.00	\$0.00	\$6,685.00	36.13%	\$11,817.00	\$334.25

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BARTLEY



Sales Company Inc.

BUILDING SPECIALTIES
Since 1928

INVOICE

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

Invoice Number: 96432

Invoice Date: Jul 24, 2012

Page: 1

Bill To:

AMCON CORPORATION
1715 YANKEE DOODLE DR
EAGAN, MN 55121

Ship to:

AMCON CORPORATION
%POLICE & PUBLIC WORKS FACLT
ST FRANCIS, MN

Customer ID	Customer PO	Payment Terms	
AMCON	NOTICE TO PROCEED	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
00BALJ	COMMON CARRIER	7/23/12	8/23/12

Bartley P.O. #	Bartley Job #	Product Description
31.4016	40986,3	TOILET COMPARTMENTS

Subtotal	4,266.98
Sales Tax	304.02
TOTAL	4571.00

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: 96932

Invoice Date: Aug 20, 2012

Page: 1

Bill To:
AMCON CORPORATION 1715 YANKEE DOODLE DR EAGAN, MN 55121

Ship to:
AMCON CORPORATION %ST FRANCIS POLICE & PBLC WRKS ATTN:HOWARD ST FRANCIS, MN 55070

Customer ID	Customer PO	Payment Terms	
AMCON	CONTRACT	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
00SCHM	ABF	8/16/12	9/19/12

Bartley P.O. #	Bartley Job #	Product Description
62.2833	40986,6	WALL PROTECTION

Subtotal	1,309.68
Sales Tax	93.32
TOTAL	1403.00



INVOICE NO. 722689
 INVOICE DATE 08/03/12
 PAGE 1

INVOICE
 CC-22B

BILL TO:
 AMCON
 1715 YANKEE DOODLE ROAD
 SUITE 200
 EAGAN, MN 55121

SHIP TO:
 CITY OF ST FRANCIS
 23340 CREE STREET
 ST FRANCIS, MN 27840

CUSTOMER	SHIP VIA	F.O.B.	TERMS
3901	TRUCK		Net 15 Days
PURCHASE ORDER NUMBER		SALESPERSON	ORDER DATE
CONTRACT		27	11/09/11
		OUR ORDER NUMBER	
		34948	

QTY. ORDERED	QTY. SHIPPED BACKORDERED	ITEM NUMBER	UNIT OF MEASURE	UNIT PRICE	DISCOUNT %	TAX	EXTENDED PRICE
1	1	SPECIALSYSTEMS		22552.51000			22552.51
	0	TIFFIN WELDED LOCKERS				Y	

\$21,948

Miles D. Paitz 8-30-12
Coleen Winters 8/28/12

Due on 08/23/12

Nontaxable Subtotal	0.00
Taxable Subtotal	22552.51
Tax (6.875%)	1550.49
Total Invoice	24103.00

less Ret <1,155.00>
Less Per P.M. <1,000.00>
Done \$21,948

THANK YOU

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: 2

PERIOD TO: 08/15/12

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

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 \$ 1,179.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 14,800.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 14,800.00

5. RETAINAGE:
 - a. 5% % of Completed Work \$ 740.00
(Column D + E on G703)
 - b. % of Stored Material \$
(Column F on G703)

- Total in Column I of G703 \$ 740.00
6. TOTAL EARNED LESS RETAINAGE \$ 14,060.00
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 9648
9648
8. CURRENT PAYMENT DUE \$ 4412
4412
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 740.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner			
Total approved this Month	\$1,202.00		\$23.00
TOTALS	\$1,202.00		\$23.00
NET CHANGES by Change Order			\$1,179.00

CONTRACTOR: Construction Supply, Inc.

By: Karoline Date: August 15, 2012

State of: North Dakota County of: Cass
Subscribed and sworn to before me this 15th day of August 2012

Notary Public: T.P. Barrus
My Commission expires: Timothy P. Barrus
State of North Dakota
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 \$ 4,412
(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: Amcon Construction Date: 8/28/12
ARCHITECT: Mike P. Barrus Date: 8-30-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable by 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

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 2

Contractor's signed certification is attached.

APPLICATION DATE: 08/15/12

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 08/15/12

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
102800	Toilet Accessories	10,058.78	5,415.05	4,643.73	0.00	\$10,058.78	\$0.00	\$502.94	
104413/16	Fire Protection	2,563.50	2,563.50	0.00	0.00	\$2,563.50	\$0.00	\$128.18	
112200	Wash Bay Curtain	1,029.47	1,029.47	0.00	0.00	\$1,029.47	\$0.00	\$51.47	
CO #1	Delete Paper Towel Dispenser	-22.75	-22.75	0.00	0.00	(\$22.75)	\$0.00	(\$1.14)	
CO #2	Revise Fire Protection	412.43	412.43	0.00	0.00	\$412.43	\$0.00	\$20.62	
CO #2	Revise Toilet Accessories	656.57	656.57	0.00	0.00	\$656.57	\$0.00	\$32.83	
CO #3	Revise Toilet Accessories	102.00	102.00	0.00	0.00	\$102.00	\$0.00	\$5.10	
TOTALS		14,800.00	10,156.27	4,643.73	0.00	\$14,800.00	\$0.00	\$740.00	

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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: 8
PERIOD TO: 08/25/12

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

CONTRACT FOR: HVAC FOR NEW FACILITY
CONTRACT DATE: 11/28/11
PROJECT NOS: / /

Distribution to:
OWNER ARCHITECT
CONTRACTOR FIELD
OTHER

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 \$ 27,210.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,111,410.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,111,410.00

5. RETAINAGE:

- a. 5.0% of Completed Work (Columns D + E on G703) \$ 55,570.50
- b. 5.0% of Stored Material (Column F on G703) \$.00

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 55,570.50

6. TOTAL EARNED LESS RETAINAGE \$ 1,055,839.50
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 973,602.75
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 82,236.75

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6) \$ 55,570.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 26,205.00	\$ 960.00
Total approved this month	\$ 1,965.00	\$.00
TOTAL	\$ 28,170.00	\$ 960.00
NET CHANGES by Change Order	\$	\$ 27,210.00

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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: _____ Date: 8/24/12

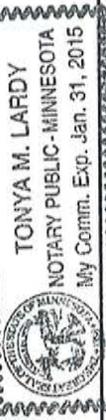
By: Vicky Wesley

State of: Minnesota

County of: Benton

Subscribed and sworn to before me this 24th day of August, 2012

Notary Public: Tonya M. Lardy
My commission expires: 1/31/15



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 \$ 82,236
(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: Miller D. Ruff Date: 8-30-12

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.

William Wintberg Ed 26/12



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: 8
 APPLICATION DATE: 08/23/12
 PERIOD TO: 08/25/12
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
140	MATERIAL/EQUIPMENT	206,000	206,000	0	0	0	206,000	0	10,300
200	LABOR	122,000	109,800	12,200	0	0	122,000	0	6,100
300	SUBCONTRACTOR	724,000	651,600	72,400	0	0	724,000	0	36,200
400	PERMIT	8,000	8,000	0	0	0	8,000	0	400
500	MISCELLANEOUS	24,200	24,200	0	0	0	24,200	0	1,210
600	C/O #1 - PR 006	8,190	8,190	0	0	0	8,190	0	410
700	C/O #2 - PR 010	960	960	0	0	0	960	0	48
800	C/O #3 - PR REVISE GAS PIPING	2,175	2,175	0	0	0	2,175	0	109
900	C/O #4 - MODIFY MDA'S	1,520	1,520	0	0	0	1,520	0	76
1000	C/O #5 - EWC CHANGES	590	590	0	0	0	590	0	30
1100	C/O #6 - PR 013	4,540	4,540	0	0	0	4,540	0	227
1300	C/O #8 - RFI 042	660	660	0	0	0	660	0	33
1400	C/O #9 - RFI 043	840	840	0	0	0	840	0	42
1500	C/O #10 - RFI 045	1,095	0	1,095	0	0	1,095	0	55
1600	C/O #11 - RFI 015	870	0	870	0	0	870	0	44
1200	C/O #7 - PR 24	7,690	7,690	0	0	0	7,690	0	385
GRAND TOTAL		1,111,410	1,024,845	86,565	0	0	1,111,410	0	55,571

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C-27
CAP702
Page: 1 of 2

Construction Manager Version

APPLICATION FOR PAYMENT

Via Construction Manager: Todd Christopherson

Application No.: Application Date: Period To: Contract Date:
 7 AUG 22, 2012 AUG 31, 2012 NOV 7, 2011

Project Nos: Owner Construction Mgr
 Architect Field
 Contractor Other

Distribution List:

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

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

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

CONTRACT FOR: Electrical Work

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
- 3. Net Amount of Contract: \$ 708,738.00
- 4. Total Completed & Stored to Date: \$ 611,369.00

5. Retainage Summary:

- a. 5.00 % of Completed Work \$ 30,568.45
- b. 5.00 % of Stored Material \$ 0.00
- Total Retainage: \$ 30,568.45
- 6. Total Completed Less Retainage: \$ 580,800.55
- 7. Less Previous Applications: \$ 486,405.70

8. Current Payment Due, This Application: \$ 94,397.85

9. Contract Balance (Including Retainage): \$ 127,937.45

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: AUG 22, 2012
 State Authorized: Minnesota
 County of: Benton



Subscribed and sworn to before me this 22 day of August, 2012.
 Notary Public [Signature]
 My Commission expires: 1-31-15

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: \$ 94,395.85

Date: 8/28/12
 Construction Manager (Signature) [Signature]
 Architect (Signature) [Signature]

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: 7

Application Date: 8/22/2012

Period To: 8/31/2012

Contract Date: 11/07/2011

Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		E 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)
			From Previous Application (D+E)							
1	Mobilization/Bonding	34,600.00	34,600.00	0.00	0.00	0.00	34,600.00	100	0.00	1,730.00
2	Generator	260,000.00	260,000.00	0.00	0.00	0.00	260,000.00	100	0.00	13,000.00
3	Material	173,500.00	98,725.00	57,425.00	0.00	0.00	156,150.00	90	17,350.00	7,807.50
4	Labor	225,000.00	115,250.00	35,000.00	0.00	0.00	150,250.00	67	74,750.00	7,512.50
5	C27-01 Modify Electrical PR002	1,004.00	502.00	0.00	0.00	0.00	502.00	50	502.00	25.10
6	C27-02 Duct PVS & Conductors	2,543.00	2,543.00	0.00	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	0.00	1,978.00	100	0.00	98.90
8	C27-03 overhead door	203.00	203.00	0.00	0.00	0.00	203.00	100	0.00	10.15
9	C27-05 Upgrade Generator Feed	13,876.00	6,938.00	6,938.00	0.00	0.00	13,876.00	100	0.00	693.80
10	C27-06 Garage Ballasts	413.00	413.00	0.00	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	0.00	998.00	100	0.00	49.90
12	C27-07 Relocate Cord Reals	260.00	130.00	0.00	0.00	0.00	130.00	50	130.00	6.50
13	C27-09 Remove (4) Luminaires Add (4) A2, Ceiling Occ Sensor	1,808.00	0.00	0.00	0.00	0.00	0.00	0	1,808.00	0.00
14	Relocate (2) add (4) Receipt	1,928.00	0.00	0.00	0.00	0.00	0.00	0	1,928.00	0.00
15	C27-10 (4) Conduit Crossings	2,706.00	0.00	0.00	0.00	0.00	0.00	0	2,706.00	0.00
16	C27-11 Pending Paperwork	123.00	0.00	0.00	0.00	0.00	0.00	0	123.00	0.00
17	C27-12 Pending Paperwork C27-13 Deduct C27-10	1,928.00	0.00	0.00	0.00	0.00	0.00	0	1,928.00	0.00
							611,369.00	86	97,369.00	30,568.45
			512,006.00	99,363.00		0.00				
		708,738.00								



AIA Document G702™ - 1992

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-00003900006

PERIOD TO: 8/31/2012

Distribution to:

- OWNER ARCHITECT
 CONTRACTOR FIELD
 OTHER

CONTRACT FOR: Combined July + Aug.

VIA ARCHITECT:

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

CONTRACT DATE:

PROJECT NOS: AC-000039 / /

BFP INVOICE NO.: 89070

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 \$ 7652.4377.00
 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 230,850.4377.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 133,652.40

5. RETAINAGE:

- a. 4.90 % of Completed Work (Columns D + E on G703) \$ 6,546.56
 b. % of Stored Material (Column F on G703) \$ 6,546.56

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 6,546.56

6. TOTAL EARNED LESS RETAINAGE \$ 126,914.105.84

(Line 4 minus Line 5 Total) \$ 54,759

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 118,488.96

(Line 6 from prior Certificate) \$ 72,210

8. CURRENT PAYMENT DUE \$ 100,449.16

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)

..... \$ 100,449.16

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 4,357.00	\$
Total approved this month	\$	\$
TOTAL	\$ 4,357.00	\$
NET CHANGES by Change Order	\$ 4,357.00	\$

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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: [Signature]
By: [Signature]
State of: MINNESOTA
County of: HERBURN
Date: 8/28/12

Subscribed and sworn to before me this 21st day of August, 2012.
Notary Public: [Signature]
My commission expires: 8/28/12



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 \$ 72,210.00
(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: [Signature]
By: [Signature]
Date: 8-30-12

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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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-00003900006

APPLICATION DATE: 8/21/2012

PERIOD TO: 8/31/2012

ARCHITECT'S PROJECT NO: AC-000039

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
1	BOND	2,230.00	2,230.00				2,230.00	111.50	
2	PERMIT	1,150.00	1,150.00				1,150.00	57.50	
3	DESIGN	2,650.00	2,650.00				2,650.00	132.50	
4	MATERIAL	122,000.00	73,200.00				73,200.00	3,660.00	
5	FIELD LABOR	90,704.00	45,352.00	9,070.40			54,422.40	2,585.06	
6	CLEANUP	4,464.00							
7	CO#1 PULL WIRE FOR OUTD(1,675.00							
8	CO#2 ADD CLOSED CIRCUIT :	245.00							
9	CO#3 RELOCATE 2 DATA DEI	2,437.00							
Totals		227,555.00	124,582.00	9,070.40			133,652.40	93,902.60	6,546.56

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PAYMENT BATCH AP 09-04-12

AA BEST PEST SERVICES, INC

08/27/2012	4732	E 101-41940-401	Repairs/Maint Buildings	PEST CONTROL	72.14
08/27/2012	4732	E 101-42110-401	Repairs/Maint Buildings	PEST CONTROL	72.14
08/27/2012	4732	E 101-42210-401	Repairs/Maint Buildings	PEST CONTROL	72.14
08/27/2012	4732	E 101-45200-401	Repairs/Maint Buildings	PEST CONTROL	72.14
08/27/2012	4732	E 602-49490-401	Repairs/Maint Buildings	PEST CONTROL	72.15
08/27/2012	4732	E 609-49750-401	Repairs/Maint Buildings	PEST CONTROL	72.14
					\$432.85

ASSURANT EMPLOYEE BENEFITS

08/23/2012	5447229.0912	E 101-41400-130	Employer Paid Insurance	COVERAGE 9/1/12 - 9/30/12	143.79
08/23/2012	5447229.0912	E 101-41500-130	Employer Paid Insurance	COVERAGE 9/1/12 - 9/30/12	52.53
08/23/2012	5447229.0912	E 101-42110-130	Employer Paid Insurance	COVERAGE 9/1/12 - 9/30/12	567.03
08/23/2012	5447229.0912	E 101-42400-130	Employer Paid Insurance	COVERAGE 9/1/12 - 9/30/12	46.60
08/23/2012	5447229.0912	E 101-43100-130	Employer Paid Insurance	COVERAGE 9/1/12 - 9/30/12	79.59
08/23/2012	5447229.0912	E 101-43210-130	Employer Paid Insurance	COVERAGE 9/1/12 - 9/30/12	17.69
08/23/2012	5447229.0912	E 101-45200-130	Employer Paid Insurance	COVERAGE 9/1/12 - 9/30/12	79.59
08/23/2012	5447229.0912	E 601-49440-130	Employer Paid Insurance	COVERAGE 9/1/12 - 9/30/12	69.70
08/23/2012	5447229.0912	E 602-49490-130	Employer Paid Insurance	COVERAGE 9/1/12 - 9/30/12	69.70
08/23/2012	5447229.0912	E 609-49750-130	Employer Paid Insurance	COVERAGE 9/1/12 - 9/30/12	91.21
					\$1,217.43

BERNICK COMPANIES, THE

08/24/2012	205616	E 609-49751-252	Beer For Resale	BEER	195.75
					\$195.75

CENTERPOINT ENERGY

06/15/2012	5939160-7.0812	E 101-43100-383	Gas Utilities	PUBLIC WORKS	16.88
06/15/2012	5939160-7.0812	E 101-45200-383	Gas Utilities	PUBLIC WORKS	16.89
06/15/2012	5944643-5.0812	E 609-49750-383	Gas Utilities	LIQUOR	12.85
06/15/2012	5945449-6.0812	E 101-42110-383	Gas Utilities	POLICE/FIRE	43.31
06/15/2012	5945449-6.0812	E 101-42210-383	Gas Utilities	POLICE/FIRE	101.07
06/15/2012	5963820-5.0812	E 101-45200-383	Gas Utilities	WARMING HOUSE	12.85
06/15/2012	6002544-2.0812	E 601-49440-383	Gas Utilities	PUBLIC WORKS	6.42
06/15/2012	6002544-2.0812	E 602-49490-383	Gas Utilities	PUBLIC WORKS	6.43
06/15/2012	6002548-3.0812	E 602-49490-383	Gas Utilities	WWTP	19.28
06/15/2012	6886465-1.0812	E 101-41940-383	Gas Utilities	CITY HALL	12.85
06/15/2012	6886468-5.0812	E 101-41940-383	Gas Utilities	CITY HALL	12.85
06/15/2012	6886472-7.0812	E 101-41940-383	Gas Utilities	CITY HALL	12.85
06/15/2012	6886474-0.0812	E 101-41940-383	Gas Utilities	CITY HALL	12.85
06/15/2012	7900331-5.0812	E 601-49440-383	Gas Utilities	WATER	46.07
06/15/2012	8964221-9.0812	E 602-49490-383	Gas Utilities	LIFT STATION	12.85
					\$346.30

COCA COLA REFRESHMENTS

08/20/2012	0108091216	E 609-49751-254	Miscellaneous Merchandise	MISC	390.52
08/20/2012	0108091217	E 609-49751-254	Miscellaneous Merchandise	MISC	(8.80)
					<hr/>
					\$381.72

CONSTRUCTION & GENERAL

08/27/2012	082712	G 101-21707	Union Dues	MAINT UNION DUES-SEPT	152.00
					<hr/>
					\$152.00

CRYSTAL SPRINGS ICE

08/18/2012	27745	E 609-49751-254	Miscellaneous Merchandise	MISC	140.80
08/21/2012	81198	E 609-49751-254	Miscellaneous Merchandise	MISC	88.00
					<hr/>
					\$228.80

DAHLHEIMER DIST. CO. INC.

08/22/2012	1033584	E 609-49751-252	Beer For Resale	BEER	10,850.12
08/22/2012	1033584	E 609-49751-254	Miscellaneous Merchandise	MISC	220.00
08/22/2012	1033584	E 609-49751-255	N/A Products	N/A	31.00
					<hr/>
					\$11,101.12

DAY DISTRIBUTING CO.

08/17/2012	664396	E 609-49751-252	Beer For Resale	BEER	2,015.35
08/17/2012	664396	E 609-49751-255	N/A Products	N/A	22.40
					<hr/>
					\$2,037.75

ECM PUBLISHERS, INC.

08/24/2012	IQ001803414	E 101-43100-352	General Notices and Pub Info	PEDESTRIAN IMPROVEMENTS	287.00
08/24/2012	IQ001803415	E 101-41400-351	Legal Notices Publishing	ADMIN ENFORCEMENT RESOLL	102.50
					<hr/>
					\$389.50

EXTREME BEVERAGE

08/20/2012	W-599848	E 609-49751-254	Miscellaneous Merchandise	MISC	378.00
					<hr/>
					\$378.00

FINANCE AND COMMERCE

08/09/2012	22311772	E 101-43100-352	General Notices and Pub Info	PEDESTRIAN CROSSING	288.57
					<hr/>
					\$288.57

GRANITE CITY JOBBING CO.

08/12/2012	733350	E 609-49750-210	Operating Supplies	OPERATING	71.07
08/12/2012	733350	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
08/12/2012	733350	E 609-49751-254	Miscellaneous Merchandise	MISC	20.52
08/12/2012	733350	E 609-49751-256	Tobacco Products For Resale	TOBACCO	485.53
08/12/2012	733350	G 101-20810	Sales Tax Payable	TAX	(0.44)
					<hr/>
					\$580.93

INNOVATIVE OFFICE SOLUTIONS, L

08/21/2012	103628	E 101-42210-200	Office Supplies	TOWELS	39.38
08/23/2012	105754	E 101-41400-200	Office Supplies	SUPPLIES	0.93
08/23/2012	105754	E 101-42110-200	Office Supplies	SUPPLIES	0.31
08/23/2012	105754	E 101-42210-200	Office Supplies	SUPPLIES	0.31
08/23/2012	105754	E 101-43100-200	Office Supplies	SUPPLIES	0.31
08/23/2012	105754	E 101-45200-200	Office Supplies	SUPPLIES	0.31
08/23/2012	105754	E 601-49440-200	Office Supplies	SUPPLIES	0.31
08/23/2012	105754	E 602-49490-200	Office Supplies	SUPPLIES	0.31

08/23/2012	105754	E 609-49750-200	Office Supplies	SUPPLIES	0.33
					\$42.50

JOHNSON BROS WHLSE LIQUOR

08/17/2012	545439	E 609-49751-253	Wine For Resale	WINE CREDIT	(9.65)
08/17/2012	545440	E 609-49751-253	Wine For Resale	WINE CREDIT	(10.00)
08/22/2012	1373090	E 609-49751-206	Freight and Fuel Charges	FREIGHT	91.63
08/22/2012	1373090	E 609-49751-251	Liquor For Resale	LIQUOR	6,655.38
08/22/2012	1373091	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.29
08/22/2012	1373091	E 609-49751-253	Wine For Resale	WINE	256.20
					\$6,993.85

JUST FOR KIX

08/28/2012	082812	G 101-22000	Deposits	RETURN OF DEPOSIT	70.00
					\$70.00

LAW ENFORCEMENT LABOR SVCS.

08/27/2012	082712	G 101-21707	Union Dues	SEPTEMBER DUES	346.31
					\$346.31

MCDONALD DIST CO.

08/15/2012	308938	E 609-49751-252	Beer For Resale	BEER	30.00
08/23/2012	309614	E 609-49751-254	Miscellaneous Merchandise	MISC	34.00
08/23/2012	309615	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
08/23/2012	309615	E 609-49751-252	Beer For Resale	BEER	7,281.15
08/23/2012	309615	E 609-49751-255	N/A Products	N/A	78.50
08/24/2012	309655	E 609-49751-252	Beer For Resale	BEER	104.00
					\$7,530.65

MIDCONTINENT COMMUNICATIONS

08/27/2012	082712	E 101-41940-321	Telephone	SEPTEMBER BILLS	69.95
08/27/2012	082712	E 601-49440-321	Telephone	SEPTEMBER BILLS	69.95
08/27/2012	082712	E 601-49440-321	Telephone	SEPTEMBER BILLS	69.95
08/27/2012	082712	E 601-49440-321	Telephone	SEPTEMBER BILLS	34.97
08/27/2012	082712	E 602-49490-321	Telephone	SEPTEMBER BILLS	34.98
08/27/2012	082712	E 609-49750-321	Telephone	SEPTEMBER BILLS	69.95
					\$349.75

MN DEPT OF HEALTH

08/27/2012	082712	E 601-49440-313	Sample Testing	QTLY WATER CONNECTION FEE	2,408.00
					\$2,408.00

MN NCPERS LIFE INSURANCE

08/23/2012	7334912	G 101-21710	Other Deductions	MONTHLY SEPT	48.00
					\$48.00

ORION CONSTRUCTION

08/28/2012	082812	G 803-22098	Esc-Orion Construction Drivewa	RELEASE OF ESCROW	85.00
					\$85.00

PHILLIPS WINE & SPIRITS CO.

08/22/2012	2290794	E 609-49751-206	Freight and Fuel Charges	FREIGHT	32.34
08/22/2012	2290794	E 609-49751-251	Liquor For Resale	LIQUOR	2,266.67
08/22/2012	2290795	E 609-49751-206	Freight and Fuel Charges	FREIGHT	26.46
08/22/2012	2290795	E 609-49751-253	Wine For Resale	WINE	501.25

					\$2,826.72
POWER ENGINEERS					
08/22/2012	99269	E 402-43000-300	Professional Services	PUBLIC WORKS/POLICE BLDG	6,975.00
					\$6,975.00
RAMSEY, CITY OF					
08/27/2012	082712	E 101-42210-311	Contract	AUGUST FIRE CHIEF	666.00
					\$666.00
SCHREDER, ANDY					
08/27/2012	082712	E 101-42400-331	Travel Expenses	MILEAGE	116.55
					\$116.55
SKINNER, MARLINE					
08/28/2012	082812	E 101-42700-311	Contract	AUGUST	500.00
					\$500.00
SOUTHERN WINE & SPIRITS OF MN					
08/23/2012	1876204	E 609-49751-206	Freight and Fuel Charges	FREIGHT	20.00
08/23/2012	1876204	E 609-49751-251	Liquor For Resale	LIQUOR	1,115.33
08/23/2012	1876204	E 609-49751-254	Miscellaneous Merchandise	MISC	40.12
					\$1,175.45
ST. FRANCIS VETERINARY CLINIC					
08/20/2012	126120	E 101-42700-311	Contract	EUTHANASIA-CREMATATION	121.50
					\$121.50
THE AMERICAN BOTTLING COMPANY					
08/17/2012	103700064	E 609-49751-254	Miscellaneous Merchandise	MSIC	213.20
					\$213.20
VINOCOPIA, INC.					
08/17/2012	0061585-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	27.00
08/17/2012	0061585-IN	E 609-49751-251	Liquor For Resale	LIQUOR	747.25
08/17/2012	0061585-IN	E 609-49751-253	Wine For Resale	WINE	120.00
					\$894.25
WINE MERCHANTS					
08/22/2012	420825	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.47
08/22/2012	420825	E 609-49751-253	Wine For Resale	WINE	80.00
					\$81.47
WIRTZ BEVERAGE MN					
08/23/2012	792499	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.45
08/23/2012	792499	E 609-49751-251	Liquor For Resale	LIQUOR	134.96
08/23/2012	792504	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.45
08/23/2012	792504	E 609-49751-251	Liquor For Resale	LIQUOR	88.38
08/23/2012	793007	E 609-49751-206	Freight and Fuel Charges	FREIGHT	59.45
08/23/2012	793007	E 609-49751-251	Liquor For Resale	LIQUOR	3,972.20
					\$4,257.89

\$53,432.81

FUND SUMMARY

101 GENERAL FUND	\$4,327.27
402 CAPITAL EQUIPMENT	\$6,975.00
601 WATER FUND	\$2,705.37
602 SEWER FUND	\$215.70
609 MUNICIPAL LIQUOR FUND	\$39,124.47
803 ESCROW	\$85.00
Total	<u>53,432.81</u>



MEMORANDUM

TO: St. Francis City Council
Matt Hylan, City Administrator

FROM: Nate Sparks, Consulting Planner

DATE: May 30, 2012

MEETING DATE: June 4, 2012, July 16, August 2, and August 20

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 any, 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 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: (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. 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.
- ~~6-7.~~ 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 Inspector 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 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 ~~3.04~~ 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.

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
- 3-2-78: Private Fire Hose Connections
- 3-2-89: Opening Hydrants
- 3-2-910: Un-metered Service
- 3-2-1011: Water Meters and Water Meter Horns
- 3-2-1112: Code Requirement
- 3-2-13: Water Connection Charges
- 3-2-14: Backflow Prevention
- 3-2-1215: 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 of 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 or other fixtures which they are intended to supply. A valve, the same size as the service pipe, shall be placed 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~~ ~~de-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 device. 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 "BOD₅" (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 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.~~

FACILITY	PARAMETER	SEC
ANIMAL CLINIC (humane societies, animal research, boarding, etc.) —— Animal Holding Areas: —— Animal Runs:	17 f.u. 34 f.u.	4
ARCHERY (6 feet/lane)	6 lanes	4
ARENAS (bleachers 18 inches/person)	110 seats	4
AUDITORIUMS (7 sq. ft./person)	110 seats	4
AUTOMOBILE —— Fast service (less than 4 hours per car): —— Major service (more than 4 hours per car):	2 service bays 14 employees	4 4
BALLROOM (exclude dance floor) —— Facility without liquor service: —— Facility with liquor service:	825 sq. ft. 590 sq. ft.	4 4
BANK (exclude cash vault)	2,400 sq. ft.	4
BANQUET ROOM (15 sq. ft./ person) —— Food catered —— Food catered with dishwashing —— Food catered with liquor —— Food preparation and dishwashing —— Food catered with dishwashing and liquor —— Food preparation, dishwashing with liquor	2,060 sq. ft. 1,180 sq. ft. 1,028 sq. ft. 825 sq. ft. 750 sq. ft. 590 sq. ft.	4 4 4 4 4 4
BARBER	4 chairs	4
BEAUTY SALON	4 cutting stations	4
BINGO HALL (used only for bingo)	110 seats	4
BOARDING HOUSE (dorm rooms)	5 beds	4
BODY SHOP (major service more than 4 hours per car, no vehicle washing)	14 employees	4
BOWLING ALLEYS (does not include bar or dining area)	3 alleys	4
CAMPS [no. gal X occupant or site)/274] —— Children's camps (central toilet and bath; overnight, primitive cabins) —— (no. occupants X 50 gal/occupant)/274 gal —— Day camps (no meals) —— (# occupants x 50 gal/occupant)/274 gal —— Labor/Construction camps —— (# occupants x 50 gal/occupant)/274 gal —— Resorts (housekeeping cabins) —— (# occupants x 60 gal/occupant)/274 gal —— Travel Trailer Parks —— with water & sewer hookup —— (# sites x 100 gal/site)/274 gal	274 gallons 274 gallons 274 gallons 274 gallons 274 gallons 274 gallons	4 4 4 4 4 4

FACILITY	PARAMETER	SEC
CAMPS — Continued		
Travel Trailer Parks		
with central toilet and showers	274 gallons	4
(# sites x 75 gal/site)/274 gal		
sanitary dump (sites w/o hookup)	274 gallons	4
(# sites x 10 gal/site)/274 gal		
CAR WASH (Self Service)	1 stall	4
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	4
CHURCHES (for sanctuary, nave, chancel) (7 sq. ft./person seating area) (remainder use other criteria) (sacristy, ambulatory no charge)	275 seats	4
COCKTAIL LOUNGE (no food service)	23 seats	4
CORRECTION FACILITY (prison)	2.5 inmates	4
DAYCARE (number of children licensed for)	14 children	4
DORM ROOMS On/Off campus students (charge additional for classrooms)	5 students	4
DRY CLEANERS (retail)	3,000 sq. ft.	4
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	4
EXERCISE AREA/GYM (juice bars no charge) (sauna, whirlpool included)	700 sq. ft.	4
No showers	2,060 sq. ft.	4
FIRE STATION (charge for office, meeting room, etc. at established rates)		
Washing (hose tower, truck)	274 gallons	4
Full Time (overnight people)	274 gallons	4
(75 gal/person)/274 gal		
Volunteer (occasional overnight)	14 people	4
FUNERAL HOME (charge viewing areas only chapel, viewing areas, etc.)	770 sq. ft.	4
Apartment	1 apartment	4
GAME ROOM (billiards, video, pinball games)		
With bar	590 sq. ft.	4
Without bar	2,060 sq. ft.	4
GENERAL OFFICE BUILDING		
(deduct mechanical rooms, elevator shafts, Stairwells, restroom and storage areas)	2,400 sq. ft.	4

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	4
— Par 3 (168 golfers/day x 2.5 gal/golfer)/274 gal	274 gallons	4
— Country Club (private)		
— Dining room (evenings & weekends)	15 seats	4
— Bar & Grill (separated)		
— Bar	23 seats	4
— Grill	15 seats	4
— Bar & Grill (combined)		
— ([168 or 280] golfers x 9 gal/person)/274 gal	274 gallons	4
GREENHOUSE		
— Area not open to public	15,000 sq. ft.	4
— Area open to public	5,000 sq. ft.	4
— General retail area	3,000 sq. ft.	4
GROUP HOME	5 beds	4
GUEST ROOMS (apartment or condominium)		4
(charge SEC as apartment)		
— 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 bed	4
— Out patient clinic (Plumbing Fixture Units)	17 f.u.	4
— Sterilizers (4 hours x gmp x 60 minutes/274 gal)	274 gallons	4
— 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	4
LIBRARY (subtract out book storage areas, file areas charge common plumbing fixture units)		
— (meeting rooms, board rooms, reception, book checkout, offices)	17 f.u.	4
	2,400 sq. ft.	4
LOADING DOCK	7,000 sq. ft.	4
LOCKER ROOMS (if showers 20 gal/person)	14 lockers	4
MEETING ROOMS (conference rooms)	1,650 sq. ft.	4
MINI-STORAGE (storage area no charge)		
— Living Area		4
— Public Restroom (plumbing fixtures)	17 f.u.	4
MOBILE HOME		4

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	4
—— Breakfast only (complimentary)	45 seats	4
—— Cocktail Hours (complimentary)	55 seats	4
—— Kitchenettes		
—— (# kitchenettes x 10 gal/day)/274 gal	274 gallons	4
MUSEUM	2,400 sq. ft.	4
NURSING HOME	3 beds	4
POLICE STATION (charge as office)		
—— Cells Overnight (jail)	274 gallons	4
—— (# overnight people x 80 gal/person)/274 gal		
—— No overnight people (holding area)	14 people	4
RECORDING/FILMING STUDIOS	7,000 sq. ft.	4
RESTAURANT (drive in)	9 parking spaces	4
RESTAURANT (fast food) (disposal paper plates, glasses, and silverware)	22 seats	4
RESTAURANT (full service)(washable silverware, glasses and dishes)	8 seats	4
RETAIL STORES (deduct mechanical rooms, elevator shafts, stairwells, restrooms and unfinished storage areas)	3,000 sq. ft.	4
ROLLER RINK (skating area)	825 sq. ft.	4
ROOMING HOUSES (no food service)	7 beds	4
RV DUMPING STATION (not in association with camp grounds)		4
SCHOOLS (Sunday) — (30 sq. ft./student)	55 students	4
SCHOOLS (elementary) — (15 gal/student) (30 sq. ft./student)	18 students	4
SCHOOLS (college, TVI) — (30 sq. ft./student)	18 students	4
—— Lecture Halls (15 sq. ft./student)	18 students	4
—— Labs (50 sq. ft./student)	18 students	4
—— Dorm Rooms (on/off campus students)	5 students	4
SCHOOLS (nursery) (number of children licensed for)	14 students	4
—— Church (nursery during worship service only — (30 sq. ft./child) —	55 children	4
—— Nursery (health clubs, bowling alleys, etc.)	2,400 sq. ft.	4
SCHOOLS (secondary) — —— (30 sq. ft./student) — (20 gal/student)	14 students	4
—— Labs (50 sq. ft./student)	14 students	4
SERVICE STATION (gas pumping only)		4
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.	4
TANNING ROOMS	3,000 sq. ft.	4
TENNIS COURTS (public, shower facilities available)	1 court	2
THEATER	64 seats	4
THEATER (drive in) (parking spaces)	55 spaces	4
VEHICLE GARAGE		
—— Employees stationed in garage ——	14 employees	4
—— Vehicle drivers (per day)	28 drivers	4
—— Vehicle washing (# vehicles/day x gpm x minutes/vehicle)/274 gal	274 gallons	4
WAREHOUSES (assembly areas)	7,000 sq. ft.	4
—— Office/Warehouse (speculative) —— (must be re-reviewed on finishing permits)		
—— Minimum 30% Office	2,400 sq. ft.	4
—— Maximum 70% Warehouse	7,000 sq. ft.	4
WHIRLPOOL (doctors office/clinic, therapy) (# gal/fill x 8 fills/day)/274 gal	274 gallons	4
YARD STORAGE BUILDINGS (no permanent employees) (ex: lumber storage, customer pickup)	15,000 sq. ft.	4

***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. These coverages are minimum amount and may be adjusted by the City Engineer based on the size and scope of the project.

- 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 and certified pipe 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 of 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~~ from the City Water System 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 device. 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 sewer 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 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 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 AUGUST, 2012.

APPROVED:

Jerry Tveit
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)

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

RESOLUTION 2012-23

A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE NO. 170, SECOND SERIES AMENDING CHAPTER 3 OF THE CITY CODE REGARDING MUNICIPAL UTILITIES

WHEREAS, as authorized by Minnesota Statutes, Section 412.191, Subd. 4, the City Council has determined that publication of the title and summary of Ordinance No. 170, Second Series will clearly inform the public of the intent and effect of the Ordinance; and

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

NOW THEREFORE, BE IT RESOLVED that the following summary of Ordinance No. 170, Second Series is approved for publication:

**CITY OF ST. FRANCIS, MINNESOTA
ORDINANCE 170, SECOND SERIES**

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

The City of St. Francis amended Chapter 3 of the City Code regarding Municipal Utilities to include a No Response Fee for utility billing purposes, update private water service line standards, establish water use restrictions, regulate un-metered service, establish backflow prevention standards, require the removal of abandoned septic's, establish classes of prohibited and regulated discharges into the sewer system, adopt the MCES SEC table by reference, and establish private well permitting.

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

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

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 4th DAY OF
SEPTEMBER, 2012.

Jerry Tveit
Mayor of St. Francis

Attest:

Barbara I. Held
City Clerk

PLANNING MEMO

To: St. Francis City Council
Matt Hylen, City Administrator

From: Nate Sparks, Planner

Date: August 16, 2012 & September 4, 2012

Re: Bee Keeping Minimum Lot Size

At the previous Council meeting, there were some questions regarding the origin of the minimum lot size for the non-agricultural bee keeping operations in the draft ordinance. The draft ordinance reviewed at the previous meeting set a minimum of 5 acres. This acreage was selected due to it matching the City's current ordinances regarding the keeping of chickens, fowl, cattle, dog kennels, and horses. The minimum for these uses was set at 5 acres in order to exclude these uses from the City's urban and rural residential neighborhoods. The Planning Commission simply recommended continuing this practice to be consistent. The City has only deviated from the 5 acre standard one time and that was for fancy pigeons and doves in an ordinance passed in 2004. For these birds the minimum lot size was set at 2.5 acres.

The ordinance can be changes if the Council desires. It has been recommended that is be set at 5 acres in order to keep the ordinance consistent with other similar uses. Please note that the limitations set in this draft ordinance do not impact existing agricultural uses that keep bees, as they are exempted.

PLANNING REPORT

TO: St. Francis City Council
Matt Hulen, City Administrator

FROM: Nate Sparks, City Planner

DATE: July 31, 2012

MEETING DATE: August 6, 2012, August 20, 2012 & September 4, 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 4th DAY OF SEPTEMBER, 2012.

APPROVED:

Jerry Tveit
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)

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

ORDINANCE 175, SECOND SERIES

AN ORDINANCE AMENDING SECTION 6-5-3. GAMBLING PROCEEDS

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Adopted. That Section 6-5-3 entitled “Gambling Proceeds” shall hereby be amended to read as follows:

6-5-3: Gambling Regulations.

A. Premises. If the organization owns or leases property for organizational activities, which may or may not include lawful gambling activities, a majority in value of such real property shall be situated within the City. If the organization owns or leases no real property except that it leases space on real property for lawful gambling activities only, such premises shall be licensed under City Code, Chapter 5 for on-sale of liquor. If the organization carries on lawful gambling upon leased premises, such lease shall be in writing and for a term of at least one (1) year, and the rental payments shall not be based upon a percentage of receipts or profits from such gambling.

B. Contribution Toward City Fund. Ten percent (10%) of the net profits from lawful gambling within the City by the organization must be paid on a monthly basis to a fund administered and regulated by the City. Net profits are defined in Minn. Stat. Sec. 349.213, Subd. 1(e).

~~B. C Expenditures Expenditure of Profits. All (100%) of gross profits from the premises of each licensed organization conducting lawful gambling within St. Francis must be expended for lawful purposes conducted with the City’s trade area. The City’s trade area shall be defined as the City of St. Francis and each City and Township contiguous to St. Francis. shall be expended for a lawful purpose as required by law, 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.~~

€ D. Limitations on Licenses. No organizations shall hold more than one license from the Board which authorizes lawful gambling at more than one location, whether such location be within or without the City.

∅ E. Special Bingo Regulations. Bingo shall only be conducted by an organization which has been in existence for at least three (3) years, has at least thirty (30) active members, and on premises which it owns.

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 4th DAY OF SEPTEMBER, 2012.

APPROVED:

Jerry Tveit
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

572880-v1

DARRELL A. JENSEN
JEFFREY S. JOHNSON
RUSSELL H. CROWDER
JON P. ERICKSON
THOMAS P. MALONE
MICHAEL F. HURLEY
DOUGLAS G. SAUTER
HERMAN L. TALLE
CHARLES M. SEYKORA
DANIEL D. GANTER, JR.
BEVERLY K. DODGE
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*JOAN M. QUADE
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SCOTT M. LEPAK
STEVEN G. THORSON

* Also Licensed in Wisconsin



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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: August 9, 2012

Following the last City Council meeting, I revised the existing lawful gambling ordinance to incorporate the City fund requirement. I also added some language that is statutorily required in order to require expenditures by the gambling organization.

In reviewing this language, the City will need to create the required fund. It will also need to report expenditures to the board using the attached form.

Expenditures are required by statute to include not only the City but surrounding cities and townships.

In the event that the Council creates this fund, the City will be required to spend the proceeds on one or more of the following:

- (1) a 501(c)(3) charity under the Internal Revenue Code (commonly called a nonprofit);
- (2) a community festival organization set up under 501(c)(4) of the Internal Revenue Code (if Pioneer Days is funded in this manner as suggested by a citizen, the festival will need to be established as a separate organization;
- (3) a contribution to or expenditure for goods and services for an individual or family suffering from poverty, homelessness, or disability, which is used to relieve the effects of that suffering;
- (4) a contribution to a program recognized by the Minnesota Department of Human Services for the education, prevention, or treatment of problem gambling;
- (5) a contribution to or expenditure on a public or private nonprofit educational institution registered with or accredited by this state or any other state;

(i) wildlife management projects that benefit the public at large;

(ii) grant-in-aid trail maintenance and grooming established under law and other trails open to public use, including purchase or lease of equipment for this purpose; and

(iii) supplies and materials for safety training and educational programs coordinated by the Department of Natural Resources, including the Enforcement Division;

(13) conducting nutritional programs, food shelves, and congregate dining programs primarily for persons who are age 62 or older or disabled;

(14) a contribution to a community arts organization, or an expenditure to sponsor arts programs in the community, including but not limited to visual, literary, performing, or musical arts;

(15) a contribution or expenditure to honor an individual's humanitarian service as demonstrated through philanthropy or volunteerism to the United States, this state, or local community;

(16) Police, fire, and other emergency or public safety-related services, equipment, and training, excluding pension obligations.

572914-v1

(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

AGENDA REPORT

TO: City Administrator
FROM: Finance Director
SUBJECT: Proposed Levy Resolution for Taxes Payable 2013
DATE: August 28, 2012

INTRODUCTION

The 2013 Preliminary Tax Levy needs to be adopted.

BACKGROUND

Attached are two resolutions. One is to change the debt service levy from what is scheduled to the average levy that has been adopted for the past several years of \$20,900.00. This levy continues through the payable 2022 tax year. The second resolution is to adopt the preliminary levy. This levy needs to be certified to the county by September 15th and will be the amount used on the Truth in Taxation notices. After this certification, the levy cannot be increased. The only change can be a reduction of the levy. I have left blanks for the general fund levy. Council needs to decide the percent increase they would like to approve. There is a sheet attached showing the different percentage increases and the amounts that it would generate in the levy.

RECOMMENDATION

It is recommended that the council make the following motions: 1. Motion to adopt Resolution 2012-31 adjusting the Tax Levy for the GO Improvement and Utility Revenue Bonds, Series 2007A. 2. Motion to adopt Resolution 2012-32 adopting the Proposed 2012 Tax Levy, Collectible in 2013.

BUDGE IMPACT

None

Attachments:

1. Resolution 2012-31
2. Resolution 2012-32
3. Tax Levy Percentage Increases

CITY OF ST. FRANCIS
ST. FRANCIS, MN

RESOLUTION 2012-31

A RESOLUTION ADJUSTING THE TAX LEVY
FOR THE G.O. IMPROVEMENT AND
UTILITY REVENUE BONDS, SERIES 2007A

WHEREAS, the City of St. Francis sold bonds referred to as G.O. Improvement and Utility Revenue Bonds, Series 2007A; and

WHEREAS, the City may adjust the amount of taxes levied for collection in order to average the levy stream out over the life of the Series 2007A Bonds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Francis, Minnesota that the tax levy for bonded indebtedness for fiscal (collection) year 2013 be adjusted as follows:

<u>Bond description</u>	<u>Scheduled Levy</u>	<u>Adopted Levy</u>
G.O. Improvement and Utility Revenue Bonds – 2007A	15,215.13	\$20,900.00

BE IT FURTHER RESOLVED that the County Auditor of Anoka County is hereby requested and directed to increase the scheduled levy for collection in 2013 by \$5,684.87.

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

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 4TH DAY OF SEPTEMBER, 2012.

Jerry Tveit, Mayor of St. Francis

ATTEST:

Barbara I. Held, City Clerk

CITY OF ST. FRANCIS
ST. FRANCIS, MN

RESOLUTION 2012-32

A RESOLUTION PROVIDING PRELIMINARY
APPROVAL OF A PROPOSED 2012 TAX LEVY,
COLLECTIBLE IN 2013

WHEREAS, State law requires that the City Council give preliminary approval of a proposed tax levy for 2012 payable in 2013 by September 15, 2012.

NOW, THEREFORE, BE IT RESOLVED to adopt the preliminary maximum tax levy payable in 2013 against taxable property in the City of St. Francis at \$_____, or a maximum increase of ____%. The following sums of money are the proposed tax levy for 2012, collectible in 2013, upon taxable property in the City of St. Francis, for the following purposes:

General Fund (including special levies)	\$ _____
<u>Debt Service</u>	<u>\$20,900.00</u>
	\$ _____ TOTAL

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

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 4TH
DAY OF SEPTEMBER, 2012.

Jerry Tveit, Mayor

ATTEST:

Barbara I. Held, City Clerk

City of St. Francis Tax Levy Percentage Increases

2012 General Fund Levy	\$ 2,852,260
2012 Debt Service Levy	\$ 20,900
2012 Total Levy	\$ 2,873,160

Percent Increase	2013 General Fund Levy	2013 Debt Service Levy	2013 Total Levy	Increase in Levy
0%	\$ 2,852,260	\$ 20,900	\$ 2,873,160	
1%	\$ 2,880,992	\$ 20,900	\$ 2,901,892	\$ 28,732
2%	\$ 2,909,723	\$ 20,900	\$ 2,930,623	\$ 57,463
3%	\$ 2,938,455	\$ 20,900	\$ 2,959,355	\$ 86,195
4%	\$ 2,967,186	\$ 20,900	\$ 2,988,086	\$ 114,926
5%	\$ 2,995,918	\$ 20,900	\$ 3,016,818	\$ 143,658
6%	\$ 3,024,650	\$ 20,900	\$ 3,045,550	\$ 172,390
7%	\$ 3,053,381	\$ 20,900	\$ 3,074,281	\$ 201,121
8%	\$ 3,082,113	\$ 20,900	\$ 3,103,013	\$ 229,853

PLANNING REPORT

TO: St. Francis City Council
Matt Hylan, City Administrator

FROM: Nate Sparks, City Planner

DATE: August 28, 2012

MEETING DATE: September 4, 2012

RE: Ordinance Amendment – Zoning Enforcement

BACKGROUND

The City Council recently adopted new City Code enforcement measures. The Zoning Ordinance has its own enforcement section that requires updating due to the adoption of these new procedures. This ordinance amendment will make the two sections consistent in order to avoid any potential confusion.

PROPOSED ORDINANCE

The amendments include opening up enforcement to include other designated officers of the City other than just the Zoning Administrator, allowing the City Administrator to control the distribution of the enforcement letters, adding the administrative enforcement procedure as a possible remedy to zoning violations, and eliminating the timeframe for the deadline in the ordinance. These sections will then be deferred to the City Council's adopted Code Enforcement procedure and not require public hearings for further amendment. The City's Code Enforcement Policy will be revised and presented to the Council at the September 17th meeting.

Also amended is the procedure for review of non-compliant CUPs, giving the Council discretion on whether or not the review public hearing will be held at the Council or Planning Commission.

RECOMMENDED ACTION

The Planning Commission held a public hearing in August and recommended approval of this ordinance amendment.

CITY OF ST FRANCIS
ST FRANCIS MN
ANOKA COUNTY

ORDINANCE 176, SECOND SERIES

AN ORDINANCE AMENDING SECTION 10-3-9
REGARDING THE ENFORCEMENT OF THE ZONING ORDINANCE

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Section 10-3-9, Second Series shall hereby be amended to read as follows:

10-3-9: ENFORCEMENT: This Ordinance shall be administered and enforced by the Zoning Administrator or other such party as designated by the City Council or City Administrator. The Zoning Administrator may institute in the name of the City of St. Francis any appropriate actions or proceedings against a violator. Whenever a violation of this Ordinance occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint shall state fully the causes and basis thereof and shall be filed with the Zoning Administrator. That person shall record properly such complaint, immediately investigate, and take action thereon as provided by this Ordinance.

- A. Enforcement Procedure. For the enforcement of the provisions of the Zoning Ordinance, zoning violation notices shall be sent by either first class or certified mail to the property owner of which the violation is taking place. A copy of the zoning violation notice shall be sent to the City Administrator, City Clerk, Police Chief, and City Attorney. The zoning violation notice shall contain the following information:
1. A description of the violation which is taking place.
 2. A picture (if possible) of the violation which is taking place.
 3. Location and/or address of the property at which the violation is taking place.
 4. Identification of the section of the Zoning Ordinance which is being violated.
 5. Date the violation was discovered.
 6. Steps necessary to correct the violation.
 7. Deadline by which the violation must be corrected, which is at the discretion of the Zoning Administrator.
- B. Correction of the Zoning Violation. Correction of the violation in the manner stipulated by the zoning notice violation, at any point during this enforcement process, shall deem the zoning violation notice null and void, and enforcement activity shall cease.
- C. Failure to Correct Zoning Violation – Enforcement Remedies. Failure to correct the zoning violation shall result in the City pursuing enforcement action following notification to the

property owner, with the City having the authority to carry out the following enforcement remedies or combination of remedies:

1. Withhold Permits. The City shall have the authority to withhold any permits or City approvals which are necessary until the violation is corrected to the City's satisfaction.
2. Stop Work Order. The City shall have the authority to issue a stop work order on the subject violation.
3. Abatement. The City shall have the authority to require that the violation be abated by completely removing or stopping the item or use which has been identified in the zoning violation notice.
4. Injunctive Relief. The City shall have the authority to seek an injunction in court to stop any violation of this Ordinance.
5. Civil Remedies. The City shall have the authority to institute appropriate civil action to enforce the provisions of this Ordinance, and shall recover reasonable court costs and attorney's fees which are incurred due to the enforcement of the subject violation, at the discretion of the court.
6. Assessment. The City shall have the authority to use the provisions of Minnesota State Statutes 429, assess any charge against the property benefited, and any such assessment shall, at the time at which taxes are certified to the Anoka County Auditor, be certified for collection in the manner that other special assessments are so certified.
7. Criminal Remedies. The City shall have the authority to institute appropriate misdemeanor criminal action for a violation of this Ordinance.
8. Cumulative Remedies. The powers and remedies of this section shall not be individually limited and are not exclusive. The powers and remedies of this section are cumulative and all power and remedies may apply, as well as any other remedies allowed under State law.
9. Administrative Penalties. The City shall have the authority to utilize Section 2-11 of the City Code for enforcement of the Zoning Ordinance.

D. Revocation. Instead of, or in addition to any of the remedies in Subd. C., failure to comply with the conditions of a conditional use permit, interim use permit, or the ordinances of the City shall result in the conditional use permit or interim use permit being revoked by the City Council. Revocation proceedings shall require a public hearing with notice and due process according to Section 10-3-3, except that the City Council may waive Planning Commission review and comment.

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 4th DAY OF SEPTEMBER, 2012.

APPROVED:

Jerry Tveit
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)

**ST. FRANCIS ZONING ENFORCEMENT ORDINANCE
PUBLIC HEARING REVIEW DRAFT
AUGUST 15, 2012**

10-3-9: ENFORCEMENT: This Ordinance shall be administered and enforced by the Zoning Administrator or other such party as designated by the City Council or City Administrator. The Zoning Administrator may institute in the name of the City of St. Francis any appropriate actions or proceedings against a violator. Whenever a violation of this Ordinance occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint shall state fully the causes and basis thereof and shall be filed with the Zoning Administrator. That person shall record properly such complaint, immediately investigate, and take action thereon as provided by this Ordinance.

A. **Enforcement Procedure.** ~~For the enforcement of the provisions of the Zoning Ordinance, the first zoning violation notice shall be sent by regular mail, and the second notice will be sent by certified mail or return receipt requested to the property owner of which the violation is taking place. A copy of the zoning violation notice shall be sent to the City Council, Planning Commission, Police Chief, and City Attorney. For the enforcement of the provisions of the Zoning Ordinance, zoning violation notices shall be sent by either first class or certified mail to the property owner of which the violation is taking place. A copy of the zoning violation notice shall be sent to the City Administrator, City Clerk, Police Chief, and City Attorney.~~ The zoning violation notice shall contain the following information:

1. A description of the violation which is taking place.
2. A picture (if possible) of the violation which is taking place.
3. Location and/or address of the property at which the violation is taking place.
4. Identification of the section of the Zoning Ordinance which is being violated.
5. Date the violation was discovered.
6. Steps necessary to correct the violation.
7. Deadline ~~in~~ by which the violation must be corrected, which is at the discretion of the Zoning Administrator, ~~but which in no case may be longer than fifty (50) days from the date the first notice is mailed.~~

B. **Correction of the Zoning Violation.** Correction of the violation in the manner stipulated by the zoning notice violation, at any point during this enforcement

process, shall deem the zoning violation notice null and void, and enforcement activity shall cease.

C. **Failure to Correct Zoning Violation – Enforcement Remedies.** Failure to correct the zoning violation shall result in the City pursuing enforcement action following notification to the property owner, with the City having the authority to carry out the following enforcement remedies or combination of remedies:

1. **Withhold Permits.** The City shall have the authority to withhold any permits or City approvals which are necessary until the violation is corrected to the City's satisfaction.
2. **Stop Work Order.** The City shall have the authority to issue a stop work order on the subject violation.
3. **Abatement.** The City shall have the authority to require that the violation be abated by completely removing or stopping the item or use which has been identified in the zoning violation notice.
4. **Injunctive Relief.** The City shall have the authority to seek an injunction in court to stop any violation of this Ordinance.
5. **Civil Remedies.** The City shall have the authority to institute appropriate civil action to enforce the provisions of this Ordinance, and shall recover reasonable court costs and attorney's fees which are incurred due to the enforcement of the subject violation, at the discretion of the court.
6. **Assessment.** The City shall have the authority to use the provisions of Minnesota State Statutes 429, assess any charge against the property benefited, and any such assessment shall, at the time at which taxes are certified to the Anoka County Auditor, be certified for collection in the manner that other special assessments are so certified.
7. **Criminal Remedies.** The City shall have the authority to institute appropriate misdemeanor criminal action for a violation of this Ordinance.
8. **Cumulative Remedies.** The powers and remedies of this section shall not be individually limited and are not exclusive. The powers and remedies of this section are cumulative and all power and remedies may apply, as well as any other remedies allowed under State law.
9. Administrative Penalties. The City shall have the authority to utilize Section 2-11 of the City Code for enforcement of the Zoning Ordinance.

D. **Revocation.** Instead of, or in addition to any of the remedies in Subd. C., failure to comply with the conditions of a conditional use permit, interim use

permit, or the ordinances of the City shall result in the conditional use permit or interim use permit being revoked by the City Council. Revocation proceedings shall require a public hearing ~~before the City Council~~, with notice and due process according to Section 10-3-3, except that the City Council may waive Planning Commission review and comment.

PLANNING REPORT

TO: St. Francis City Council
Matt Hylan, City Administrator

FROM: Nate Sparks, City Planner

DATE: August 28, 2012

MEETING DATE: September 4, 2012

RE: Ordinance Amendment – Metes & Bounds Divisions

BACKGROUND

The Subdivision Ordinance and Zoning Ordinance have a minor discrepancy in lot width requirements that impacts un-platted subdivisions. This ordinance is intended to correct this likely error.

PROPOSED ORDINANCE

Metes and bounds divisions are un-platted subdivisions. In most cases, the City requires subdivisions to be platted. The current ordinance states that metes and bounds divisions are only allowed for creating one new lot provided the lot is 10 acres or more in size and 330 feet in width or less. The amendment would change this to allow for metes and bounds divisions that create new lots 10 acres or more in size and lots 300 feet or more in width. The minimum lot sizes in the Agricultural Districts are all 10 acres and 300 feet in width. The City no longer uses the 330 foot width standard.

RECOMMENDED ACTION

The Planning Commission held a public hearing in August and recommended approval of this ordinance amendment.

CITY OF ST FRANCIS
ST FRANCIS MN
ANOKA COUNTY

ORDINANCE 177, SECOND SERIES

AN ORDINANCE AMENDING SECTION 11-3-4 REGARDING
FRONTAGE NECESSARY FOR A METES AND BOUNDS DIVISION

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Section 11-3-4, Second Series shall hereby be amended to read as follows:

11-3-4: METES AND BOUNDS:

- A. Conveyances by metes and bounds shall be prohibited except in the following cases:
1. A subdivision meeting the qualifications and following the procedures of an Administrative Subdivision in Section 11-04.
 2. A subdivision creating no more than one new lot and both resulting lots are 10 acres or greater in size with 300 feet or more of frontage.
- B. Divisions by metes and bounds creating new parcels shall follow the same procedure as established for a preliminary plat. Application requirements may be waived at the discretion of the Zoning Administrator.

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 4th DAY OF SEPTEMBER, 2012.

APPROVED:

Jerry Tveit
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)