

CITY OF ST. FRANCIS  
CITY COUNCIL AGENDA  
**Tuesday, September 8, 2015**  
ISD #15 CENTRAL SERVICES CENTER (DISTRICT OFFICES)  
4115 Ambassador Blvd. NW  
6:00 pm

1. Call to Order/Pledge of Allegiance
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
  - a. City Council Minutes – August 17, 2015
  - b. City Council Work Session Minutes – August 9, 2015
  - c. URRWMO Minutes: Acknowledge the Approved July 7, 2015 and Unapproved September 1, 2015
  - d. Authorization Not to Waive the Statutory Tort Liability Limits to the extent of the coverage purchased with LMCIT
  - e. St. Francis Community Drug Awareness: 5 K Permit Application for September 19, 2015
  - f. Aztec Street Improvement: Pay Estimate-Final and Change Order No 1 to North Pine Aggregate, Inc.
  - g. Accept the Job Description of Administrative Assistant-City Hall
  - h. Reclassify Anna Anderson’s job position from Office Support to Administrative Assistant-City Hall
  - i. Payment of Claims
5. Meeting Open to the Public - *Open Forum is an opportunity for citizens to sign up before the Council meeting and present an issue or concern to City Council. Each presentation should be limited to no more than three minutes unless City Council grants more time.*
6. Petitions, Requests, Applications
  - a. Midcontinent Communications: Public Hearing to consider Adopting Midcontinent Communications Franchise Agreement
  - b. Designation as Dangerous Dog-23821 Roanoke Street: Requested a Public Hearing
  - c. Resident on Flintwood Street: Reduction in Speed Limit
7. Ordinances & Resolution
  - a. Resolution 2015-40: Adjusting the Tax Levy for the G.O. Improvement and Utility Revenue Bonds, Series 2007A
  - b. Resolution 2015-41: Providing Preliminary Approval of a Proposed 2015 Tax Levy, Collectible in 2016 and Setting Budget Hearing Date
  - c. Resolution 2015-42: Reimburse Certain Expenditure from Proceeds of Bond
  - d. Resolution 2015-43: Declaring Surplus Property “Recovered Property”
  - e. Resolution 2015-44: Fire Fighter Declaration for PERA
  - f. Resolution 2015-45: October is proclaimed as “Domestic Violence Awareness”
  - g. Ordinance 204, Second Series: Adopting Midcontinent Communications Franchise Agreement-First Reading
  - h. Ordinance 205, Second Series: Amending Section 1.02 Entitled “Definitions” and Further Adopting Section 2.37 of the City Code Entitled “Community/Economic Director” – First Reading
  - i. Ordinance 206, Second Series: Amending the I-1, I-2, B-2 & B-3 Zoning Districts Pertaining to the Expansion of permitted Uses within the B-3, Business Park District & Clarifying Purpose Statements – First Reading
  - j. Ordinance 207, Second Series: Amending Chapter 5 of the City Code Regarding the Licensing of Accessory Taprooms & Cocktail Rooms – First Reading
8. Reports of Consultants & Staff Members
  - a. Engineer:
    1. Bridge Street Utilities – Res. 2015-46 Receiving and Awarding Contract
    2. Trail Maintenance: Accepting and Awarding the Quotes
    3. 232nd/Kerry/Ivywood Street Improvements- Res. 2015-47 Calling for an Assessment Hearing
  - b. Attorney:
  - c. Staff:
    - Fire Dept.:
    - Public Works:
    - Liquor Store:
    - Police:
    - City Administrator: Fire Department Report Update
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
13. Adjournment

# MEMO

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

RE: Agenda Memorandum – September 8<sup>th</sup>, 2015 Meeting

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## Agenda Items:

### 4. Consent Agenda:

- a. City Council Minutes – August 17<sup>th</sup>, 2015
- b. City Council Worksession notes - August 9<sup>th</sup>, 2015
- c. URRWMO Minutes – Acknowledge approved 7/9/15 and unapproved 9/1/15 minutes.
- d. Authorization Not to Waive the Statutory Tort Liability limits - The statutory municipal tort cap is limited to a maximum of \$500,000 per claimant and \$1.5 million per occurrence. These limits apply whether the claim is against the city, against the individual officer or employee, or against both. The LMCIT liability coverage provides a standard limit of \$2 million per occurrence. For cities that choose not to waive the statutory limits, the city's liability is limited by the statute to no more than \$500,000 per claimant and \$1.5 million per occurrence. LMCIT's higher coverage limits would only come into play on those types of claims that aren't covered by the statutory limit.
- e. St. Francis Community Drug Awareness: 5K Permit Application for 9/19/15 – Attached is the permit application, liability insurance, and route beginning and ending at the middle school.
- f. Aztec Street Improvement – Pay estimate- final and change order No. 1 to North Pine Aggregate, Inc. Recommended for approval by Jared Voge.
- g/h. Accept the Job Description of Administrative Assistant – reclassify Anna Anderson City Hall – Anna Anderson is currently classified as "Office Support Staff". She has taken on additional responsibilities including social media, website, and increasingly more technical assistance for all of the department heads. The job description review resulted in her current position being more closely aligned with Administrative Assistant. This results in a pay grade adjustment of **\$9,693**. This will be paid from the terminated social media contract of **\$9,850**. This position will provide administrative support to all of the department heads at City Hall.
- i. Payment of Claims –

### 6. Petitions, Requests, Applications:

- a. Midcontinent Communications – Public Hearing to consider adopting

Midcontinent Communications Franchise Agreement. – Attorney Dave Shaps will be Present. Public comments to be taken. Overview and agreement can be found Under item 7(g)

b. Designation as Dangerous Dog – 23821 Roanoke Street. Requested public hearing. Process:

- 1) Mayor noted agenda item – appeal by owner
- 2) Mayor turn over to City Attorney to conduct hearing process
- 3) Attorney will note background of the case
- 4) Owner will be invited to present any materials or make comments
- 5) Attorney will advise Council to make findings of fact, conclusion and determination on the case.
- 6) Attorney will go through a number of potential findings of fact and ask Council if they are able to make these findings based on the record.

c. Speed Limit Reduction Request for Flintwood Street – A request for the reduction in the speed limit has been provided. City Engineer Voge will be addressing the request.

## 7. Ordinances & Resolutions:

a. ( and “b”) Resolution Adjusting the Tax Levy for G.O. Improvements and Utility Revenue Bonds, Series 2007A– The total proposed increase in the levy is **\$31,810** or 1%. The increase is due to an additional levy for the 2015 Street Improvements of **\$20,470** and an additional **\$11,340** for Capital Improvements. Once set, this **1%** number cannot be increased but can be decreased. Public Hearing is set for December 7<sup>th</sup>, 2015. A Median residential home valued at **\$133,000**, will pay an estimated **\$20** per year with the **1%** levy increase.

c. Reimbursement Resolution and Engagement of Northland Securities – The City is receiving pay requests from contractors for projects that have started in 2015. Some of these payments will be paid from existing City funds. The reimbursement resolution allows the city to pay the funds back with bonded dollars. Also, this agenda item declares intent to proceed with Northland Securities as underwriter. In addition, the MN PFA has notified the City that they would qualify for **\$4 million** in additional grant funds for the WWTF. However, the City will need to have interim financing for the project until the next legislative session concludes. Based on history, the State Legislature has always funded WIF funds to the PFA and the PFA stated if this were to occur again in 2016, **\$4 million** could be allocated to the City of St. Francis’ project.

d. Declaring Surplus Property, Recovered Property - Miscellaneous items that have been recovered by the City could be declared as surplus.

e. Firefighter Declaration into PERA – State Statute allows part time fire fighters to enter into PERA. This resolution enters Matt Kohout into PERA.

f. Resolution Proclaiming October as Domestic Violence Awareness Month

g. Ordinance Adopting Midcontinent Communications Franchise Agreement – First Reading. A Legal Memo provides an overview and agreement attached.

- h. Ordinances Amendment Community Development – The City must add newly created departments by Ordinance. Attached is an ordinance amendment establishing the community/economic development department.
- i. Ordinance Amendment for the Zoning Code – These amendments include B2 and B3 Purpose Statement Amendments. The changes also include removal of theater and clubs and lodges in B2. Religious institutions will be added to the B3 District. Hospitality business will be added to B3. Adult uses were deemed more compatible with B3 as opposed to B2. Brewery and distillery are proposed for industrial districts and distillery with cocktail room and brewery with a tap room can be placed in the B3 district. Planning Commission recommended approval of the attached ordinances.
- j. Ordinance Licensing Tap Rooms – goes with agenda item above.

**8. Reports:**

**a. Engineer:**

1) Bridge Street Utility Improvements – The low bid for the project came in at **\$1,203,611** from LaTour Construction of Maple Lake, MN. It is recommended The Council by motion accept bids and then adopt the attached resolution Awarding the bid to LaTour Construction.

2) Trail Maintenance – Two quotes were obtained for crack filling and applying RePlay to trail surfaces. Low quote was **\$93,712.10**. Accept quotes by motion And award low quote to Barge, Inc. and authorize Park Dedication Funds in that Amount.

3) Kerry Street – Adopt attached Resolution Calling Hearing on Proposed Assessment.

**b. Attorney:**

**c. Staff:**

**Building Official:**

**Fire:**

**Public Works:**

**Liquor Store:**

**Police:**

**City Administrator:** Fire Department Updates – Staff working to prepare a written succession plan for the next Fire Chief in order to increase the chances of an internal candidate. Also, Staff is recommending the City wait to hear a formal proposal regarding the Relief Association once the Relief Association is able to meet, discuss, and agree on a benefit increase.

**11. Old Business:**

**12. New Business:**

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

CITY COUNCIL MINUTES

AUGUST 17, 2015

1. **Call to Order:** The regular City Council Meeting was called to order by Mayor Steve Kane at 6:00 pm.
2. **Roll Call:** Present were Mayor Steve Kane, Council members Richard Orpen, Chris McClish and Tim Brown. Rich Skordahl excused. Also present were City Engineer Jared Voge (Bolton & Menk), City Attorney Scott Lepak (Barna, Guzy & Steffen), Police Sergeant Todd Schwieger, Public Works Director Paul Teicher, Fire Chief Matt Kohout, City Finance Director Darcy Mulvihill, City Administrator Joe Kohlmann, and City Clerk Barb Held.
3. **Adopt Agenda:** MOTION BY BROWN SECOND McCLISH TO ADOPT THE AUGUST 17, 2015 CITY COUNCIL AGENDA. Motion carried 4-0.
4. **Consent Agenda:** MOTION BY ORPEN SECOND BROWN TO APPROVE THE AUGUST 1, 2015, CITY COUNCIL CONSENT AGENDA A-C AS FOLLOWS:
  - a. City Council Minutes – August 3, 2015
  - b. Acknowledgement of Gambling Exempt Permit for the SF Youth Hockey, January 1, 2016
  - c. St. Francis Lions Club: Temporary 3.2 Permit for Corn Fest September 12, 2015 in Community Park
  - d. Approve the Payment of Claims for \$427,132.90 (ACH 121E-122E \$151,912.30 Checks 69448-69515 \$275,220.60.Motion carried 4-0.
5. **Meeting Open to the Public:** Joseph Muehlbauer, 3459-228<sup>th</sup> thanked for those who met with me and those of the council members who said would still would meet with me.
6. **Petitions, Requests, Applications:**
  - a.
7. **Ordinances & Resolution:**
  - a. **Resolution 2015-39: Providing for an Extension of the Existing Cable Franchise Agreement:** MOTION BY BROWN SECOND McCLISH TO ADOPT RESOLUTION 2015-39 A RESOLUTION PROVIDING FOR AN EXTENSION OF THE EXISTING CABLE FRANCHISE AGREEMENT AND CALLS FOR A SEPTEMBER 8, 2015 PUBLIC HEARING. Motion carried 4-0.
8. **Reports of Consultants & Staff Members:**

a. **Engineer: Herbst Annexation:** The City received a Petition for Annexation by Ordinance dated August 5, 2015 from property owner Joshua and Melissa Herbst. The petition indicates that this is an approximately 20 acres parcel currently unincorporated and located in Athens Township, Isanti County. The property owners also applied for a driveway permit to provide access to a new house they plan to build off Hummingbird Street NW. They will be applying for a building permit through Athens Township. Lepak stated the City Council will need to establish a public hearing date that is at least thirty (30) days following notice to all of the property owners in the affected area (within and contiguous to the area to be annexed) and the town board. Lepak outlined in his memorandum to the City Council the steps that need to be followed in filing an annexation by ordinance.

MOTION BY ORPEN SECOND McCLISH TO ESTABLISH A PUBLIC HEARING ON SEPTEMBER 21, 2015 BEGINNING ON OR AFTER 6:00 PM AT THE REGULARLY SCHEDULED CITY COUNCIL MEETING TO CONSIDER THE ANNEXATION PETITION BY JOSHUA AND MELISSA HERBST. Motion carried 4-0.

b. **Attorney:**

c. **Staff:**

**Bldg. Official:**

**Fire Dept.:**

**Public Works:**

**Liquor Store:**

**Police Dept:**

**City Administrator: Community/Economic Development Director:** Staff is proposing the creation of a Community/ EDA Development Director. This position will primarily work on managing the comprehensive planning, land-use, zoning, economic development and oversee the building inspection services. Provided to you is the job description. Orpen asked if the person is offered the top of the scale where is the money coming from. This position would be put in the 2016 budget and also there is a small amount budgeted for consulting. If offered the top wage the funds could come from this budget line item. Orpen asked if the money for the benefits were covered too. Kohlmann said yes. MOTION BY McCLISH SECOND BROWN TO DIRECT STAFF TO PREPARE AN ORDINANCE AMENDMENT ESTABLISHING THE DEPARTMENT OF COMMUNITY/ECONOMIC DEVELOPMENT DIRECTOR AND POST THE ATTACHED JOB ADVERTISEMENT TO THE LEAGUE OF MN CITIES. Motion carried 4-0.

9. **Reports from Council Members:** Brown stated he received a call from a Fire Department Relief Association board member. The city previously put money toward the relief association but now that they are fully vested and the city does not have to put money in their fund. They have been discussing reducing the number of the years vested from ten to five. With that, they think they would attract more firefighters. They also have talked about going with PERA. Brown asked if they could come to the next so we could discuss some changes. The council agreed.

McClish said he met with two residents regarding the speed along Poppy Street and the improvements along Bridge Street.

10. **Report from Mayor:** Kane reported he met with one resident last week, Mr. Muehlbauer.
11. **Old Business:**
12. **New Business:**
13. **Adjournment:** Mayor Kane adjourned at 6:13 pm.

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Barbara I. Held, City Clerk

City of St. Francis

City Council Worksession Minutes

August 9, 2015

23340 Cree Street NW

2:00 p.m.

Mayor Kane called the worksession to order at 2:00 p.m.

Members present were Mayor Kane, Councilmember Brown, Councilmember McClish, Councilmember Skordahl, Councilmember Orpen and Administrator Kohlmann.

Mayor Kane directed Kohlmann to present the first item on the agenda. Kohlmann first noted that Staff was trying to keep a 0% levy increase for the operational side of the general fund and the following items would be consistent with at 0% levy increase. Kohlmann presented the position of Community/Economic Development Director. Kohlmann noted that the City is paying approximately \$75,000 annually for approximately 980 hours of work. He noted that the City could get bigger picture planning work for a slightly higher cost than what is already being paid to the consultant. Kohlmann estimated the cost to bring the position in house could increase the City's expenses by \$5,000 - \$25,000, depending on their level of experience; however, the City would gain approximately an additional 1,000 hours of work from the position. The Council discussed the pros and cons of bringing the position in house vs. continuing to contract for the work. It was the general consensus that the City would get much more value if the position were brought in house.

Kohlmann presented the position of Administrative Assistant to the City Council. Kohlmann noted that Anna Anderson's job description had been reviewed and stated it fits more closely to the Administrative Assistant job description. Money for the pay differential would come from the terminated social media contract. These responsibilities and others have already been taken over by Anderson. The Council discussed the issue and the general consensus was that the updated job description seemed to make sense, with the additional responsibilities taken on by Anderson.

Kohlmann presented a potentially newly created position for an Office Assistant. Currently, many of the department heads at City Hall have part time positions budgeted to help administratively with their departments. Kohlmann recommended that the part time positions should be consolidated into one full time position to help all of the department heads at City Hall with administrative functions. The Council discussed the issue and generally agreed with this approach.

The Council discussed several other issues with Staff. Some of the issues discussed included National Night Out and having more of a presence with City Staff; Fire Chief preparation; Go to Meeting; and a potential development/project update list.

The worksession was adjourned at 3:15 p.m.

Respectfully submitted by Joe Kohlmann

Upper Rum River Watershed Management Organization  
Annual Meeting Minutes for July 7, 2015

1. CALL TO ORDER

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

2. ROLL CALL

Present: Dan Denno, Chair  
Todd Miller  
Lan Tornes, Vice Chair  
Kevin Armstrong, Secretary  
Scott Heaton  
Ron Koller  
Calvin Bahr  
Ann Arcand  
Malcolm Vinger II  
Richard Orpen  
Randy Bettinger

Absent: John Wangenstein

3. APPROVAL OF AGENDA

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

4. APPROVAL OF MINUTES

**Vinger moved and Bahr seconded to approve the May 5, 2015 minutes as written. Motion carried.**

5. TREASURER'S REPORT

Armstrong reported a total assets and liabilities balance of \$10,876.99 as of 7/7/15. **Bahr moved and Heaton seconded to approve the Treasurer's report as presented. Motion carried.**

6. UNFINISHED BUSINESS

A. Audit bids – Secretary Armstrong will send out RFP's to five companies and will bring the bids to the next meeting.

B. Proposed Boundary Change between Coon Creek Watershed District and Upper Rum River and Sunrise River Watershed Management Organizations in the City of Ham Lake – No further action has been taken.

Ham Lake sent an amendment to the Joint Powers Agreement (JPA) to member cities for approval.

C. 2016 draft budget ratified by member cities – Nowthen has ratified the budget.

D. RFP for writing 4<sup>th</sup> Generation Watershed Plan – Chair Denno will send RFP's to Anoka Conservation District, MSA, and Hubmer & Associates and will bring the bids to the next meeting.

7. NEW BUSINESS

A. LMCIT Insurance – **Heaton moved and Vinger seconded to approval payment of the LMCIT insurance invoice, not to exceed \$5,000, when it is received in August. Motion carried.**

8. MAIL

A. Miller received 2<sup>nd</sup> half billing checks from member cities for deposit.

9. OTHER

A. BWSR send out an email survey due 7/8/15. Bahr volunteered to complete the survey.

B. Chair Denno reported he was contacted by an East Bethel resident regarding a ditch and flooding. He has not heard anything further.

10. INVOICE APPROVAL(S)

A. Recording secretary July invoice - **Bahr moved and Koller seconded to approve the recording secretary July invoice for \$200.00. Motion carried.**

B. Anoka Conservation District invoice #2 of 3 - **Bahr moved and Tornes seconded to approve the Anoka Conservation District invoice #2 of 3 for \$3,246.67. Motion carried.**

11. ADJOURN

**Heaton moved and Bahr seconded to adjourn at 7:40 pm. Motion carried.**

Gail Gessner, Recording Secretary  
Submitted 7/10/15

Upper Rum River Watershed Management Organization  
Meeting Minutes for September 1, 2015

1. CALL TO ORDER

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

2. ROLL CALL

Present: Dan Denno, Chair  
John Wangenstein  
Lan Tornes, Vice Chair  
Scott Heaton  
Ron Koller  
Richard Orpen  
Randy Bettinger

Absent: Todd Miller  
Kevin Armstrong, Secretary  
Calvin Bahr  
Ann Arcand  
Malcolm Vinger II

3. APPROVAL OF AGENDA

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

4. APPROVAL OF MINUTES

**Koller moved and Bettinger seconded to approve the July 7, 2015 minutes as written. Motion carried.**

5. TREASURER'S REPORT

No report.

6. UNFINISHED BUSINESS

A. Audit bids – The three bids received were reviewed and discussed. **Tornes moved and Heaton seconded to accept the Michael Pofahl bid for \$600 based on price, prior experience doing audits for member cities, and the belief that the audit will meet the needs and obligations of the SRWMO, and directed Armstrong to contact Michael Pofahl with the directive to start the audit process immediately and to notify the other two companies of the Board's decision. Motion carried.**

B. 2016 budget ratification by member cities – Nowthen and Oak Grove have ratified the budget. Gessner was directed to send emails to the remaining member cities asking if they have ratified the budget.

C. RFP for writing 4<sup>th</sup> Generation Watershed Plan – Chair Denno will send RFP's to Anoka Conservation District, MSA, and Hubmer & Associates and bring the bids to the next meeting.

7. NEW BUSINESS

8. MAIL

9. OTHER

A. No insurance invoice has been received. Chair Denno will follow up with Gallagher Insurance Company.

10. INVOICE APPROVAL(S)

A. Recording secretary September invoice - **Koller moved and Tornes seconded to approve the recording secretary September invoice for \$175.00. Motion carried.**

B. Anoka Conservation District invoice #3 of 3 - **Tornes moved and Koller seconded to approve the Anoka Conservation District invoice #3 of 3 for \$3,246.67. Motion carried.**

11. ADJOURN

**Heaton moved and Koller seconded to adjourn at 7:18 pm. Motion carried.**

Gail Gessner, Recording Secretary  
Submitted 9/2/15



**PARADE / BIKE-SNOWMOBILE RIDE / TRIATHLON PERMIT / 5K**

**APPLICATION**

Please complete the following form for: (Circle one) Parade-Bike/Snowmobile Ride-Triathlon-5K:

Name of Organization St. Francis Community Drug Awareness (SFCDA)

Contact Person Cindy Opp Date of Event 9/19/15

Address P.O. Box 256 St. Francis MN 55070  
(Street) (City) (State & Zip)

Phone (763) 498-1224 Email address community@drugserasedreams.org

Number of Estimated Participants 125 Starting/Ending Time of Event 8:00 AM Registration

\*\*\*Provide a map of the route and description of the event:

9:00 AM Start  
11:00 AM Finish

See attached. Start and finish @ St. Francis Middle School  
Parking lot

(ORGANIZATION MUST PROVIDE CERTIFICATE OF INSURANCE WITH THE CITY OF ST. FRANCIS NAMED AS THE CERTIFICATE HOLDER)

Please contact the St. Francis Police Department at 763-753-1264 regarding number of officers needed for this event.

CITY OF ST. FRANCIS  
23340 Cree Street NW  
ST. FRANCIS, MN 55070  
Fax 763-753-9881  
city@stfrancismn.org

TENANT USERS LIABILITY INSURANCE  
 AMENDED CERTIFICATE BINDER

THIS CERTIFICATE/BINDER REPRESENTS A SUMMARY OF THE INSURANCE PROVIDED. INSURANCE PROVIDED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

**Date:** 6/1/2015 2:06 PM  
**Certificate Number:** 69848  
**Broker:** HUB International New England, LLC  
**Tenant User:** St Francis Community for Drug Awareness SFCDA  
**Event Title** 2nd Annual SFCDA - Dash for Dreams -  
**Type of Event** Marathons-Walking & Running (Excluding Participants) Attendance 500 and Under  
**Daily Attendance** 450  
**Period of Insurance:** 09/19/2015 12:01 AM To 09/20/2015 12:01 AM

**Policy #1** **GL00565-06**  
 Insurance Company: Atlantic Specialty Insurance Company

<u>Coverage</u>	<u>Limits</u>
General Agg.	None
Products Completed Ops	\$1,000,000
Personal/Adv. Injury	\$1,000,000
Each Occurance:	\$1,000,000
Fire Damage:	\$50,000
Medical Payments:	Excluded

**Policy #2** **PF00493-05**  
 Insurance Company: Atlantic Specialty Insurance Company

<u>Coverage</u>	<u>Limits</u>	<u>Deductible</u>
Third Party Property Damage:	\$1,000,000	\$1,000

**Premium Computation**

General Liability	\$206.00
Liquor Liability	\$0.00
Third Party Property Damage	\$52.00
Excess Liability	\$0.00
Total Premium	\$258.00
Total Fees	\$0.00
<b>Total Due</b>	<b>\$258.00</b>

**Certificate Holder/Additional Insured** National League of Cities  
 1301 Pennsylvania Ave. NW  
 7th Floor  
 Washington, DC 20004

MN - St Francis	ISD 15
23340 Cree St NW	4115 Ambassador Blvd.
Saint Francis, MN 55070-9390	St. Francis, MN 55070

To obtain a complete copy of the policy with the terms, conditions and exclusions of the policy, you must contact us at: tulip@ebi-ins.com or (800) 507-8414.



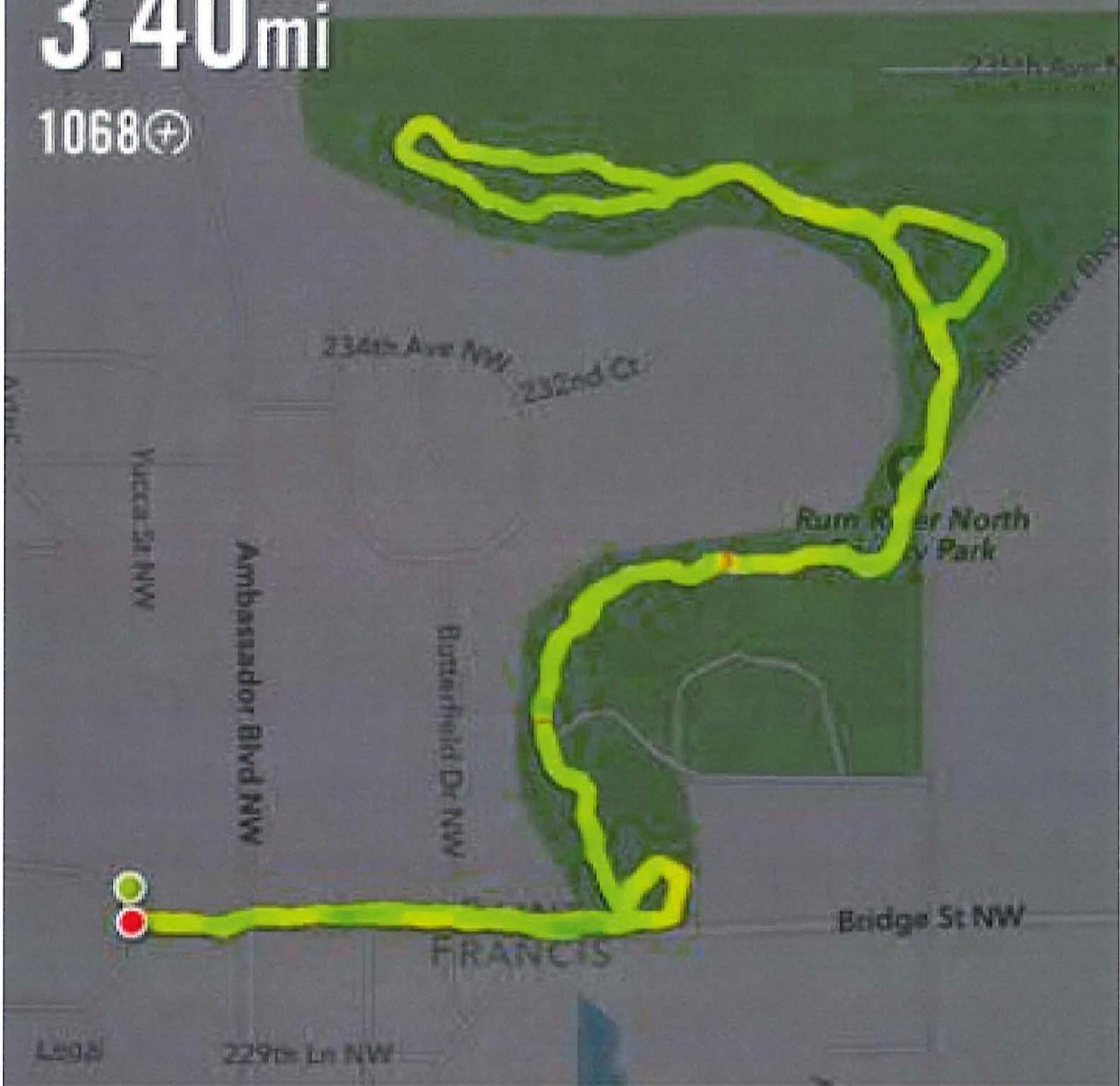


8/15/15 AT 6:58 AM



3.40mi

1068⊕



🕒 1:01:04

🕒 17'57"

🏔️ 116ft

🔥 255 cal

**Way to run it. How did you feel?**



**BOLTON & MENK, INC.**  
**Consulting Engineers & Surveyors**

7533 Sunwood Drive NW, Suite 206 • Ramsey, MN 55303  
Phone (763) 433-2851 • Fax (763) 427-0833  
www.bolton-menk.com

August 20, 2015

Joe Kohlmann, City Administrator  
City of St. Francis  
23340 Cree Street  
St. Francis, MN 55070-9390

Re: Aztec Street NW Improvements  
St. Francis, Minnesota  
BMI Project No: R18.107800

Dear Joe:

Enclosed please find three copies of Pay Estimate - Final and Change Order No. 1 for the above referenced project. The estimate includes all work completed through August 19, 2015. I recommend that the Pay Estimate and Change Order be approved as shown. If you agree, please sign all copies and return one each with payment to the contractor and one each to me for our files.

If you have any questions on the above, please call.

Sincerely,

BOLTON & MENK, INC.

Jared Voge, P.E.  
City Engineer

JAV/kg  
Enclosure

CONTRACTOR'S PAY REQUEST  
AZTEC STREET NW IMPROVEMENTS  
ST. FRANCIS, MINNESOTA  
BMI PROJECT NO. R18.107800

CONTRACTOR  
OWNER  
ENGINEER

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS.....	\$	215,067.15
TOTAL, COMPLETED WORK TO DATE.....	\$	208,969.40
TOTAL, STORED MATERIALS TO DATE.....		\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED.....		\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS.....	\$	208,969.40
RETAINED PERCENTAGE ( 0.00% ).....	\$	-
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS).....	\$	-
NET AMOUNT DUE TO CONTRACTOR TO DATE.....	\$	208,969.40
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES.....	\$	206,440.87
PAY CONTRACTOR AS ESTIMATE NO.                      FINAL .....	\$	2,528.53

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: North Pine Aggregate, Inc.  
14551 Lake Drive  
Forest Lake, MN 55025

By John Jensen V.P. Operations 8/20/15  
Name Title Date

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

By Jared Voge City Engineer 8/21/15  
Name Title Date

APPROVED FOR PAYMENT:  
Owner: ST. FRANCIS, MINNESOTA

By \_\_\_\_\_  
Title Date

**PARTIAL PAY ESTIMATE NO. FINAL**

AZTEC STREET NW IMPROVEMENTS  
ST. FRANCIS, MINNESOTA  
BML PROJECT NO. R18.107800

WORK COMPLETED THROUGH AUGUST 19, 2015

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED		BID AMOUNT	PREVIOUS ESTIMATE		COMPLETED TO DATE		DIFFERENCE QUANTITY TO DATE	DIFFERENCE AMOUNT TO DATE	
			BID QUANTITY	BID PRICE		QUANTITY	ESTIMATE	QUANTITY	AMOUNT			
1	MOBILIZATION	\$ 18,000.00	1	LS	\$ 18,000.00	1	LS	\$ 18,000.00	1	LS	\$ 18,000.00	\$ -
2	TRAFFIC CONTROL	\$ 845.00	1	LS	\$ 845.00	1	LS	\$ 845.00	1	LS	\$ 845.00	\$ -
3	REMOVE TREES AND BRUSH	\$ 2,500.00	1	LS	\$ 2,500.00	1	LS	\$ 2,500.00	1	LS	\$ 2,500.00	\$ -
4	REMOVE BITUMINOUS PAVEMENT	\$ 5.00	405	SO YD	\$ 2,025.00	975	SO YD	\$ 4,875.00	975	SO YD	\$ 4,875.00	\$ 2,850.00
5	REMOVE CONCRETE PAVEMENT	\$ 11.50	13	SO YD	\$ 149.50	11	SO YD	\$ 126.50	11	SO YD	\$ 126.50	\$ (23.00)
6	REMOVE CONCRETE CURB & GUTTER	\$ 4.30	138	LN FT	\$ 593.40	136	LN FT	\$ 584.80	136	LN FT	\$ 584.80	\$ (8.60)
7	REMOVE STORM SEWER PIPE	\$ 6.50	60	LN FT	\$ 390.00	60	LN FT	\$ 390.00	60	LN FT	\$ 390.00	\$ -
8	SALVAGE & REINSTALL 12" RC STORM SEWER PIPE	\$ 400.00	72	LN FT	\$ 28,800.00	72	LN FT	\$ 28,800.00	72	LN FT	\$ 28,800.00	\$ -
9	SALVAGE & REINSTALL 12" RC APRON	\$ 60.00	1	EACH	\$ 60.00	1	EACH	\$ 60.00	1	EACH	\$ 60.00	\$ -
10	SAW CUT BITUMINOUS PAVEMENT (FULL DEPTH)	\$ 5.50	154	LN FT	\$ 847.00	93	LN FT	\$ 511.50	93	LN FT	\$ 511.50	\$ (335.50)
11	SALVAGE HYDRANT	\$ 450.00	1	EACH	\$ 450.00	1	EACH	\$ 450.00	1	EACH	\$ 450.00	\$ -
12	SALVAGE GATE VALVE	\$ 450.00	1	EACH	\$ 450.00	1	EACH	\$ 450.00	1	EACH	\$ 450.00	\$ -
13	COMMON EXCAVATION (P)	\$ 10.00	438	CU YD	\$ 4,380.00	438	CU YD	\$ 4,380.00	438	CU YD	\$ 4,380.00	\$ -
14	SUBGRADE EXCAVATION (EV)	\$ 8.00	125	CU YD	\$ 1,000.00	1,375	CU YD	\$ 10,800.00	1,375	CU YD	\$ 10,800.00	\$ (1,000.00)
15	COMMON BORROW (CV)	\$ 13.50	1,375	CU YD	\$ 18,562.50	1,375	CU YD	\$ 18,562.50	1,375	CU YD	\$ 18,562.50	\$ -
16	TOPSOIL BORROW (LV)	\$ 17.50	125	CU YD	\$ 2,187.50	14	CU YD	\$ 245.00	14	CU YD	\$ 245.00	\$ (1,942.50)
17	AGGREGATE BASE, CLASS 5 (STREET) (CV, P)	\$ 31.00	574	CU YD	\$ 17,794.00	574	CU YD	\$ 17,794.00	574	CU YD	\$ 17,794.00	\$ -
18	COMMON LABORER	\$ 75.00	15	HR	\$ 1,125.00	15	HR	\$ 1,125.00	15	HR	\$ 1,125.00	\$ -
19	1.5 CU YD SHOVEL	\$ 150.00	8.00	HR	\$ 1,200.00	8.00	HR	\$ 1,200.00	8.00	HR	\$ 1,200.00	\$ -
20	DOZER	\$ 145.00	8.00	HR	\$ 1,160.00	8.00	HR	\$ 1,160.00	8.00	HR	\$ 1,160.00	\$ -
21	12 CU YD TRUCK	\$ 105.00	8.00	HR	\$ 840.00	8.00	HR	\$ 840.00	8.00	HR	\$ 840.00	\$ -
22	3 CU YD FRONT END LOADER	\$ 150.00	8.00	HR	\$ 1,200.00	8.00	HR	\$ 1,200.00	8.00	HR	\$ 1,200.00	\$ -
23	SKID LOADER	\$ 120.00	8.00	HR	\$ 960.00	8.00	HR	\$ 960.00	8.00	HR	\$ 960.00	\$ -
24	BITUMINOUS PATCH - DRIVEWAY	\$ 19.40	205	SO YD	\$ 3,977.00	235.00	SO YD	\$ 4,559.00	235.00	SO YD	\$ 4,559.00	\$ (600.00)
25	BITUMINOUS PATCH - STREET	\$ 32.25	22	SO YD	\$ 709.50	200.4	TON	\$ 15,579.55	200.4	TON	\$ 15,579.55	\$ (1,200.00)
26	TYPE SP 12.5 WEARING COURSE MIXTURE (2.B)	\$ 77.75	185	TON	\$ 14,383.75	200.4	TON	\$ 15,579.55	200.4	TON	\$ 15,579.55	\$ (709.50)
27	TYPE SP NON WEARING COURSE MIXTURE (2.B)	\$ 72.30	246	TON	\$ 17,785.80	281	TON	\$ 20,316.30	281	TON	\$ 20,316.30	\$ (1,195.80)
28	BITUMINOUS MATERIAL FOR TACK COAT	\$ 3.50	105	GALLON	\$ 367.50	100	GALLON	\$ 350.00	100	GALLON	\$ 350.00	\$ (1,150.00)
29	CONSTRUCT CONCRETE CURB & GUTTER DESIGN B618	\$ 12.75	112	LN FT	\$ 1,417.80	1,137.0	LN FT	\$ 14,496.75	1,137.0	LN FT	\$ 14,496.75	\$ (17.50)
30	CONCRETE VALLEY GUTTER	\$ 52.25	75	SO YD	\$ 3,918.75	54	SO YD	\$ 2,821.50	54	SO YD	\$ 2,821.50	\$ (318.75)
31	7.0" DRIVEWAY APRON	\$ 54.50	58	SO YD	\$ 3,161.00	69	SO YD	\$ 3,760.50	69	SO YD	\$ 3,760.50	\$ (599.50)
32	6.0" CONCRETE WALK	\$ 6.30	370	SO FT	\$ 2,331.00	423	SO FT	\$ 2,664.90	423	SO FT	\$ 2,664.90	\$ (333.90)
33	5.0" CONCRETE WALK	\$ 5.05	2495	SO FT	\$ 12,599.75	2592	SO FT	\$ 13,089.60	2592	SO FT	\$ 13,089.60	\$ (488.85)
34	12" RC APRON	\$ 650.00	2	EACH	\$ 1,300.00	2	EACH	\$ 1,300.00	2	EACH	\$ 1,300.00	\$ -
35	15" RC APRON	\$ 675.00	1	EACH	\$ 675.00	1	EACH	\$ 675.00	1	EACH	\$ 675.00	\$ -
36	TRASH GUARD FOR 12" APRON	\$ 340.00	2	EACH	\$ 680.00	2	EACH	\$ 680.00	2	EACH	\$ 680.00	\$ -
37	TRASH GUARD FOR 15" APRON	\$ 395.00	1	EACH	\$ 395.00	1	EACH	\$ 395.00	1	EACH	\$ 395.00	\$ -
38	12" RC STORM SEWER PIPE, CL V	\$ 32.00	312	LN FT	\$ 9,984.00	305	LN FT	\$ 9,760.00	305	LN FT	\$ 9,760.00	\$ (224.00)
39	15" RC STORM SEWER PIPE, CL V	\$ 33.70	189	LN FT	\$ 6,389.30	183	LN FT	\$ 6,167.10	183	LN FT	\$ 6,167.10	\$ (202.20)
40	12" PVC STORM SEWER PIPE	\$ 42.50	12	LN FT	\$ 510.00	12	LN FT	\$ 510.00	12	LN FT	\$ 510.00	\$ -
41	CONSTRUCT DRAINAGE STRUCTURE DES H	\$ 230.00	11.0	LN FT	\$ 2,530.00	10.5	LN FT	\$ 2,415.00	10.5	LN FT	\$ 2,415.00	\$ (115.00)
42	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	\$ 315.00	17.4	LN FT	\$ 5,481.00	16.3	LN FT	\$ 5,134.50	16.3	LN FT	\$ 5,134.50	\$ (346.50)
43	CONSTRUCT DRAINAGE STRUCTURE 18" NYOPLAST	\$ 1,670.00	1	EACH	\$ 1,670.00	1	EACH	\$ 1,670.00	1	EACH	\$ 1,670.00	\$ -
44	CASTING ASSEMBLY (STORM)	\$ 565.00	8	EACH	\$ 4,520.00	8	EACH	\$ 4,520.00	8	EACH	\$ 4,520.00	\$ -
45	12" CONCRETE STORM SEWER PILING	\$ 190.00	1	EACH	\$ 190.00	1	EACH	\$ 190.00	1	EACH	\$ 190.00	\$ -
46	CONNECT TO EXISTING STORM MANHOLE	\$ 500.00	1	EACH	\$ 500.00	1	EACH	\$ 500.00	1	EACH	\$ 500.00	\$ -
47	7.5" BURY HYDRANT	\$ 4,200.00	1	EACH	\$ 4,200.00	1	EACH	\$ 4,200.00	1	EACH	\$ 4,200.00	\$ -
48	6" GATE VALVE & BOX	\$ 1,350.00	1	EACH	\$ 1,350.00	1	EACH	\$ 1,350.00	1	EACH	\$ 1,350.00	\$ -

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED		BID AMOUNT	QUANTITY PREVIOUS ESTIMATE		QUANTITY COMPLETED TO DATE		DIFFERENCE QUANTITY TO DATE	DIFFERENCE AMOUNT TO DATE
			BID QUANTITY	ESTIMATED		QUANTITY	PREVIOUS ESTIMATE	QUANTITY	COMPLETED TO DATE		
49	5" WATERMAIN	\$ 47.00	22	LIN FT	\$ 1,034.00	22	LIN FT	\$ 1,034.00	22	LIN FT	\$ 1,034.00
50	CONNECT TO EXISTING WATERMAIN	\$ 850.00	1	EACH	\$ 850.00	1	EACH	\$ 850.00	1	EACH	\$ 850.00
51	CASTING ASSEMBLY (SANITARY)	\$ 300.00	1	EACH	\$ 300.00	1	EACH	\$ 300.00	1	EACH	\$ 300.00
52	ADJUST FRAME & RING CASTING	\$ 675.00	3	EACH	\$ 2,025.00	3	EACH	\$ 2,025.00	3	EACH	\$ 2,025.00
53	TRUNCATED CONES	\$ 31.65	36	SQ FT	\$ 1,139.40	36	SQ FT	\$ 1,139.40	36	SQ FT	\$ 1,139.40
54	EROSION AND SEDIMENT CONTROL	\$ 4,475.00	1	LS	\$ 4,475.00	1	LS	\$ 4,475.00	1.00	LS	\$ 4,475.00
55	EROSION CONTROL BLANKET, CATEGORY 0	\$ 3.15	60	SO YD	\$ 189.00	50	SO YD	\$ 157.50	50	SO YD	\$ 157.50
56	SEED & FERTILIZER (MIXTURE 270)	\$ 1,055.00	0.4	ACRE	\$ 422.00	0.4	ACRE	\$ 422.00	0.4	ACRE	\$ 422.00
57	HYDRAULIC SOIL STABILIZER, TYPE 8	\$ 2.10	1,500.00	POUND	\$ 3,150.00	1,500.00	POUND	\$ 3,150.00	1,500.00	POUND	\$ 3,150.00
58	INLET PROTECTION	\$ 180.00	10.0	EACH	\$ 1,800.00	10.0	EACH	\$ 1,800.00	10.0	EACH	\$ 1,800.00
59	RIPRAP, CL IV	\$ 115.00	10	CU YD	\$ 1,150.00	11.4	CU YD	\$ 1,311.00	11.4	CU YD	\$ 1,311.00
60	SILT FENCE, MACHINE SLICED	\$ 2.60	850	LIN FT	\$ 2,210.00	800	LIN FT	\$ 2,080.00	800	LIN FT	\$ 2,080.00
61	BIOROLL	\$ 3.15	100	LIN FT	\$ 315.00	60	LIN FT	\$ 189.00	60	LIN FT	\$ 189.00
62	TEMPORARY ROCK CONSTRUCTION ENTRANCE	\$ 1,200.00	1	EACH	\$ 1,200.00	1	EACH	\$ 1,200.00	1	EACH	\$ 1,200.00
63	FURNISH & INSTALL STREET NAME SIGN	\$ 475.00	1	EACH	\$ 475.00	1	EACH	\$ 475.00	1	EACH	\$ 475.00
64	FURNISH & INSTALL SIGN PANELS, TYPE C	\$ 50.00	6.25	SQ FT	\$ 312.50	6.25	SQ FT	\$ 312.50	6.25	SQ FT	\$ 312.50
65	SALVAGE SIGN	\$ 250.00	1	EACH	\$ 250.00	1	EACH	\$ 250.00	1	EACH	\$ 250.00
TOTAL =					\$ 215,067.15			\$ 208,969.40			\$ 208,969.40
											\$ (6,097.75)

# MEMO

To: Mayor and Council

From: City Administrator

Date: 9/8/15

RE: Administrative Assistant

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Anna Anderson has taken on additional responsibilities relating to social media and the City's website. As a result, City Staff reviewed her job description and how it fit into City Hall operations. Her job functions more closely align with an "Administrative Assistant". Staff revised the job description of Administrative Assistant to incorporate functions for all of the department heads at City Hall. Essentially, this position will be providing administrative support for all of the department heads at City Hall.

*Attached is the Administrative Assistant Job Description*

**Source of Funds:**

The pay grade difference in the position reclassification is offset by the expired social media contract the City terminated.

**Recommended Action:**

Motion to accept the reclassification of Anna Anderson's position to Administrative Assistant.

## **Administrative Assistant**

Anna Anderson is currently classified as Office Support Staff at pay grade 2. She has taken on additional responsibilities such as the website and social media. She provides administrative support for the City Clerk, Finance Director and Building Official.

Staff thinks that this position could provide even more support to these positions and also support the Community/EDA Development Director and City Administrator. If these added responsibilities were to take place, it would move her to be classified as an "Administrative Assistant". She would be utilized by all of the Department Heads at City Hall and would provide a higher level of assistance while still providing many of the same functions she does now.

Her current pay equals out to be **\$39,874** annually. The reclassification would bring her to **\$49,567**. A difference of **\$9,693**.

### **Source of Funds for the reclassification:**

The City budgeted **\$9,850** for social media in 2015. This function has been taken over by Anna Anderson and would be applied to her hourly wage as described above. In addition, she will be providing higher level administrative assistance to all the Department Heads at City Hall. This would result in a **0%** increase in 2016.

**City of  
ST. FRANCIS**

**POSITION PROFILE**

**Effective Date:** August 2015

**Position Title:** Administrative Assistant

**Status:** Non-Exempt

**Department:** Administration

**Approved:** \_\_\_\_\_

**Accountable to:** City Administrator

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**Primary Objectives**

Performs skilled administrative support and technical supervision of office staff for the Administration Department ensuring accurate and confidential management of City records, correspondence, and other office services as required; performs related duties as required. Provides administrative assistance for Administration, Finance, Community Development, and City Clerk Departments.

**Supervision Received**

Works under the general supervision of the City Administrator.

**Supervision Exercised**

None.

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**MAJOR AREAS OF ACCOUNTABILITY**

- \* 1. Provides administrative assistance to the departments of Administration, Community Development, Finance, and City Clerk. Responsible for providing clerical duties, creating and ensuring accurate and timely processing of documents and information. Assists department heads in preparation of work, research on various topics, and general administrative functions.
- \* 2. Performs responsible and confidential secretarial duties for the City Administrator including: reviewing incoming documents scans to determine relative importance or urgency and distributing to appropriate staff members, making appointments, arranging meetings and gathering information needed for such meetings, organizing and maintaining the Administrator's and Community/EDA Development Director's files and drafting responses to letters of inquiry of a routine nature for the signature of the City Administrator.
- \* 3. Updates website, creates communications, posts to social media, processes applications through the Community Development Department and various communications through Administration.

- \* 4. Responds to phone, fax and in-person inquiries and requests for information; directs calls, takes messages, provides information and assistance or refers to another staff member as appropriate.
- \* 5. Oversees and/or retrieves copies and provides public information to the public in accordance with strict guidelines on release; redacts data as appropriate and calculates and collects appropriate fee and prepares receipts.
- \* 6. Performs skilled administrative support work including: typing a variety of documents, letters, reports and memos, maintaining records and files, scanning, copying, printing, faxing, record retention, and retrieving data or documents as needed.
- \* 7. Conducts research and gathers data for the City Administrator and Community Development Director as requested.
- \* 8. Works with the Office Assistant to ensure accuracy and provide guidance to processing applications, permitting, accounting, data entry and other various duties as needed.
- 9. Takes complaints, reviews applications to ensure completeness, explains procedures to applicants.
- \*10. Runs or prepares a variety of correspondence, forms and statistical reports for the Administration, Community/EDA Development, Finance and City Clerk departments and other agencies as needed; provides information to department heads as requested.
- 11. May assist with the hiring process including scheduling exams, interviewing and preparing correspondence and running the criminal history check.
- 12. Assists department heads in establishing, reviewing and filing special project files.
- \*13. Performs building and permitting report under the direct supervision of the Community/EDA Development Director.
- \*14. Coordinates information with other agencies, committees or other City departments on a variety of issues.
- 15. Coordinates repairs of department equipment; coordinates contracted IT support and trains personnel in the use of the computer and the different software packages.
- 16. Coordinates with the City Clerk all necessary hiring procedures.
- 17. Purchases office supplies, and a variety of other supplies needed by the departments;
- \*18. Monitors the website and social media presence of the City. Responds to communications accordingly
- \*20. Processes timecards, invoices, and various permits.
- 21. Performs other duties as needed or assigned.

## **KNOWLEDGE, SKILLS, AND ABILITIES**

- \* ➤ Considerable knowledge of City department policies, procedures and processes as it pertains to administrative support and records management.
- \* ➤ Considerable knowledge of standard office procedures, tools, equipment and practices.
- \* ➤ Considerable knowledge of the English language, grammar, spelling and vocabulary.
- \* ➤ Considerable knowledge of data practices laws records collection, maintenance, and dissemination of information.
- \* ➤ Considerable knowledge of database and word-processing software, website design, maintenance and social media..
- Working knowledge of City policies and procedures relating to Administration.
- \* ➤ Considerable ability to maintain confidentiality and to read, understand and follow policies and procedures on appropriate release of information and use City records.
- \* ➤ Considerable ability to operate various office equipment and to enter and retrieve data with speed and accuracy and ability and to detect and correct errors in both written documents and data entry.
- \* ➤ Considerable ability to properly organize and process routine applications and permitting.
- \* ➤ Considerable ability to promote and provide excellent customer service, to communicate effectively and tactfully and to maintain effective working relationships with City staff, contacts from outside agencies and the public.
- \* ➤ Considerable ability to organize and prioritize work, to work independently with little supervision and to manage multiple tasks in a timely manner.
- \* ➤ Considerable ability to respond to questions and requests for information.
- \* ➤ Considerable ability to prepare correspondence and to prepare or generate reports.
- \* ➤ Considerable ability to see, read and understand written information and to converse with people.
- \* ➤ Working ability to perform work that some requires bending, crouching, and pushing/pulling to retrieve documents, lifting and carrying of files and sitting to perform data entry for long periods of time.

## **MINIMUM QUALIFICATIONS**

- Increasingly responsible office support work including records management, data entry, word processing, permitting, application processing and customer service.

\* Note: Asterisked items are essential to the job.



PAYMENT BATCH AP 09-08-15

**ALLINA HOSPITALS**

07/31/2015	10019760	E 101-42110-218	Equipment Repair & Maintenance	3RD QTR MEDICAL DIRECTION	315.00
					<u>\$315.00</u>

**AMERICAN WATER WORKS ASSN.**

10/11/2015	101115	E 601-49440-433	Dues and Subscriptions	DUES	155.00
10/11/2015	101115	E 602-49490-433	Dues and Subscriptions	DUES	155.00
					<u>\$310.00</u>

**ASSURANT EMPLOYEE BENEFITS**

08/21/2015	5447229.0915	E 101-41400-130	Employer Paid Insurance	SEPTEMBER INSURANCE	182.74
08/21/2015	5447229.0915	E 101-41500-130	Employer Paid Insurance	SEPTEMBER INSURANCE	71.32
08/21/2015	5447229.0915	E 101-42110-130	Employer Paid Insurance	SEPTEMBER INSURANCE	802.03
08/21/2015	5447229.0915	E 101-42400-130	Employer Paid Insurance	SEPTEMBER INSURANCE	106.88
08/21/2015	5447229.0915	E 101-43100-130	Employer Paid Insurance	SEPTEMBER INSURANCE	146.86
08/21/2015	5447229.0915	E 101-43210-130	Employer Paid Insurance	SEPTEMBER INSURANCE	32.64
08/21/2015	5447229.0915	E 101-45200-130	Employer Paid Insurance	SEPTEMBER INSURANCE	146.86
08/21/2015	5447229.0915	E 601-49440-130	Employer Paid Insurance	SEPTEMBER INSURANCE	54.49
08/21/2015	5447229.0915	E 602-49490-130	Employer Paid Insurance	SEPTEMBER INSURANCE	54.49
08/21/2015	5447229.0915	E 609-49750-130	Employer Paid Insurance	SEPTEMBER INSURANCE	118.27
					<u>\$1,716.58</u>

**ATOM**

08/18/2015	1606923-8462112	E 101-42110-208	Training and Instruction	REGISTRATION	325.00
					<u>\$325.00</u>

**BELLBOY CORPORATION**

08/19/2015	92561200	E 609-49751-254	Miscellaneous Merchandise	MISC	31.00
08/20/2015	49725500	E 609-49751-251	Liquor For Resale	LIQUOR	1,239.00
					<u>\$1,270.00</u>

**BERNICK COMPANIES, THE**

08/24/2015	241595	E 609-49751-254	Miscellaneous Merchandise	MISC	34.00
08/24/2015	241596	E 609-49751-252	Beer For Resale	BEER	144.50
08/24/2015	241596	E 609-49751-255	N/A Products	N/A	35.10
					<u>\$213.60</u>

**BOBCAT COMPANY**

08/05/2015	91107	E 101-45200-580	C-O-L Other Equipment	BOBCAT	34,875.40
08/05/2015	91107	R 101-39101	Sale of Property	BOBCAT	(33,375.40)
					<u>\$1,500.00</u>

**BOLTON & MENK, INC.**

07/21/2015	180270	G 602-16500	Construction in Progress	2015 BRIDGE ST IMP	7,195.80
07/21/2015	180272	E 416-43100-303	Engineering Fees	KERRY STREET	5,874.50
07/21/2015	180273	G 602-16500	Construction in Progress	LGU	180.00
07/21/2015	180274	G 803-22102	Esc-Meridian Beh Health	MERIDIAN BEHAVIORAL HEALTH	265.00
07/21/2015	180275	E 417-43100-303	Engineering Fees	PEDERSON DRIVE IMP 2015	1,516.00
07/21/2015	180288	E 101-41910-303	Engineering Fees	2015 GEN ENGINEERING	1,730.50
07/21/2015	180288	E 601-49440-303	Engineering Fees	2015 GEN ENGINEERING	50.00
07/21/2015	180288	E 602-49490-303	Engineering Fees	2015 GEN ENGINEERING	404.00
07/21/2015	180289	E 415-43100-303	Engineering Fees	AZTEC ST IMP	348.00
07/21/2015	180290	E 101-43100-418	Storm Water Management	MS4 PERMIT	112.00
07/31/2015	180780	G 602-16500	Construction in Progress	WASTEWATER FACILITY IMP	2,089.20

\$19,765.00

**BROCK WHITE CO. LLC**

08/20/2015	12549006	E 410-45203-232	Site Prep for Events	SANDBLASTING	19.25
					<u>\$19.25</u>

**CENTENNIAL FIRE DISTRICT**

08/27/2015	10-127	E 101-42210-208	Training and Instruction	TRAINING	1,500.00
					<u>\$1,500.00</u>

**CENTERPOINT ENERGY**

08/18/2015	5944943-5.0815	E 609-49750-383	Gas Utilities	LIQUOR	22.49
08/18/2015	5945449-6.0815	E 101-42210-383	Gas Utilities	FIRE	50.88
08/18/2015	5963820-5.0815	E 101-45200-383	Gas Utilities	WARMING HOUSE	21.00
08/18/2015	6002544-2.0/815	E 602-49490-383	Gas Utilities	PUBLIC WORKS	10.50
08/18/2015	6002544-2.0815	E 601-49440-383	Gas Utilities	PUBLIC WORKS	10.50
08/18/2015	6002548-3.0815	E 602-49490-383	Gas Utilities	WWTP	21.00
08/18/2015	6886465-1.0815	E 101-41940-383	Gas Utilities	CITY HALL	15.00
08/18/2015	6886468-5.0815	E 101-41940-383	Gas Utilities	CITY HALL	15.00
08/18/2015	6886472-7.0815	E 101-41940-383	Gas Utilities	CITY HALL	15.00
08/18/2015	6886475-0.0815	E 101-41940-383	Gas Utilities	CITY HALL	16.07
08/18/2015	6980285-5.0815	E 101-43100-383	Gas Utilities	POLICE/PW	29.53
08/18/2015	7900331-5.0815	E 601-49440-383	Gas Utilities	WATER	260.46
08/18/2015	8964221-9.0815	E 602-49490-383	Gas Utilities	LIFT STATION	17.82
08/18/2015	9680285-5.0815	E 101-42110-383	Gas Utilities	POLICE/PW	118.11
08/18/2015	9680285-5.0815	E 101-45200-383	Gas Utilities	POLICE/PW	29.53
08/18/2015	9680285-5.0815	E 601-49440-383	Gas Utilities	POLICE/PW	29.53
08/18/2015	9680285-5.0815	E 602-49490-383	Gas Utilities	POLICE/PW	29.52
08/18/2015	9878416-8.0815	E 101-42210-383	Gas Utilities	FIRE-GENERATOR	26.06
					<u>\$738.00</u>

**CITY EMPLOYEES UNION, LOCAL #3**

08/31/2015	083115	G 101-21707	Union Dues	SEPTEMBER DUES	120.00
					<u>\$120.00</u>

**COCA COLA REFRESHMENTS**

08/25/2015	118334810	E 609-49751-254	Miscellaneous Merchandise	MISC	594.92
					<u>\$594.92</u>

**COLONIAL INSURANCE**

08/25/2015	7129661-.090595	G 101-21712	Colonial Insurance	SEPTEMBER INSURANCE	322.70
					<u>\$322.70</u>

**CONNEXUS ENERGY**

08/21/2015	298382.0815	E 101-45230-217	Other Operating Supplies	CARNIVAL	13.39
08/21/2015	298392.0815	E 101-45200-381	Electric Utilities	POLICE/PW	239.84
08/21/2015	298392.0815	E 101-41940-381	Electric Utilities	SIGN	92.66
08/21/2015	298392.0815	E 101-41940-381	Electric Utilities	CITY HALL	419.40
08/21/2015	298392.0815	E 101-42110-381	Electric Utilities	POLICE/PW	959.38
08/21/2015	298392.0815	E 101-43100-381	Electric Utilities	POLICE/PW	239.84
08/21/2015	298392.0815	E 601-49440-381	Electric Utilities	POLICE/PW	239.84
08/21/2015	298392.0815	E 602-49490-381	Electric Utilities	POLICE/PW	239.84
08/21/2015	298393.0815	E 602-49490-381	Electric Utilities	LIFT STATIONS	5,986.83
08/21/2015	298394.0815	E 101-45200-381	Electric Utilities	PARK	334.25
08/21/2015	298395.0815	E 601-49440-380	Electric-System	WATER	5,240.51
08/21/2015	298396.0815	E 101-43100-386	Street Lighting	STREET LIGHTS	3,425.11
08/21/2015	302965.0815	E 101-42110-381	Electric Utilities	AMBASSADOR SIREN	5.00
08/21/2015	302965.0815	E 101-42110-381	Electric Utilities	WOODBINE SIREN	5.00
08/21/2015	302965.0815	E 101-42210-381	Electric Utilities	FIRE	547.17
08/21/2015	302965.0815	E 609-49750-381	Electric Utilities	LIQUOR	1,510.10
					<u>\$19,498.16</u>

**CRYSTAL SPRINGS ICE**

08/11/2015	81386	E 609-49751-254	Miscellaneous Merchandise	MISC	96.14
08/15/2015	81322	E 609-49751-254	Miscellaneous Merchandise	MISC	235.46
08/18/2015	80539	E 609-49751-254	Miscellaneous Merchandise	MISC	112.76

08/22/2015	81221	E 609-49751-254	Miscellaneous Merchandise	MISC	105.40
08/25/2015	81259	E 609-49751-254	Miscellaneous Merchandise	MISC	78.24
					<hr/>
					\$628.00

**DAHLHEIMER DIST. CO. INC.**

08/11/2015	113475	E 609-49751-252	Beer For Resale	BEER	(105.60)
08/12/2015	113198	E 609-49751-252	Beer For Resale	BEER	11,308.55
08/12/2015	113198	E 609-49751-255	N/A Products	N/A	23.50
08/19/2015	113564	E 609-49751-252	Beer For Resale	BEER	10,362.25
08/26/2015	114219	E 609-49751-252	Beer For Resale	BEER	5,769.00
08/26/2015	114219	E 609-49751-254	Miscellaneous Merchandise	MISC	42.00
08/26/2015	114219	E 609-49751-255	N/A Products	N/A	56.10
					<hr/>
					\$27,455.80

**DAY DISTRIBUTING CO.**

08/17/2015	816065	E 609-49751-252	Beer For Resale	BEER	2,618.15
					<hr/>
					\$2,618.15

**DELTA DENTAL**

08/15/2015	6139778	G 101-21711	Dental Insurance	SEPTEMBER INSURANCE	504.10
					<hr/>
					\$504.10

**DUGAS, DEBRA**

		G 601-22200	Deferred Revenues	REFUND #1774	45.20
					<hr/>
					\$45.20

**ECM PUBLISHERS, INC.**

08/14/2015	247272	G 602-16500	Construction in Progress	BRIDGE ST AD FOR BIDS	402.00
					<hr/>
					\$402.00

**ELITE SANITATION**

08/17/2015	22680	E 101-45200-402	Janitorial Service	TOILET RENTAL	678.00
					<hr/>
					\$678.00

**FINANCE AND COMMERCE**

08/14/2015	742326915	G 602-16500	Construction in Progress	BRIDGE ST UTILITIES	261.13
					<hr/>
					\$261.13

**G&K SERVICES, INC**

08/11/2005	1043258109	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	4.90
08/11/2005	1043258109	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	4.90
08/11/2015	1043258107	E 609-49750-219	Rug Maintenance	RUGS	11.23
08/18/2015	1043263693	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	4.90
08/18/2015	1043263693	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	4.90
08/25/2015	1043269052	E 609-49750-219	Rug Maintenance	RUGS	11.23
08/25/2015	1043269053	E 601-49440-402	Janitorial Service	RUGS	27.84
08/25/2015	1043269054	E 101-41940-219	Rug Maintenance	RUGS	16.96
08/25/2015	1043269055	E 101-42110-402	Janitorial Service	RUGS	8.52
08/25/2015	1043269055	E 101-43100-402	Janitorial Service	RUGS	8.52
08/25/2015	1043269055	E 101-45200-402	Janitorial Service	RUGS	8.52
08/25/2015	1043269055	E 601-49440-402	Janitorial Service	RUGS	8.52
08/25/2015	1043269055	E 602-49490-402	Janitorial Service	RUGS	8.52
08/25/2015	1043269056	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	4.90
08/25/2015	1043269056	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	4.90
					<hr/>
					\$139.26

**GRANITE CITY JOBBING CO.**

08/11/2005	867302	E 609-49750-210	Operating Supplies	OPERATING	41.77
08/11/2005	867302	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
08/11/2005	867302	E 609-49751-256	Tobacco Products For Resale	TOBACCO	460.26
08/11/2005	867302	G 101-20810	Sales Tax Payable	TAX	(0.88)
08/18/2015	868107	E 609-49751-256	Tobacco Products For Resale	TOBACCO	(11.28)
08/18/2015	868173	E 609-49750-210	Operating Supplies	OPERATING	126.45
08/18/2015	868173	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
08/18/2015	868173	E 609-49751-256	Tobacco Products For Resale	TOBACCO	810.25

08/18/2015	868173	G 101-20810	Sales Tax Payable	TAX	(0.88)
08/25/2015	868948	E 609-49750-210	Operating Supplies	OPERATING	28.11
08/25/2015	868948	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
08/25/2015	868948	E 609-49751-254	Miscellaneous Merchandise	MISC	47.22
08/25/2015	868948	E 609-49751-256	Tobacco Products For Resale	TOBACCO	668.36
					<u>\$2,182.13</u>

**HAMMER, MEGAN**

G 601-22200	Deferred Revenues	REFUND #2102	51.40
			<u>\$51.40</u>

**HAWKINS, INC.**

08/17/2015	3766667	E 601-49440-216	Chemicals and Chem Products	CHLORINE	1,745.83
					<u>\$1,745.83</u>

**HENRYS WATERWORKS, INC.**

08/18/2015	18001	E 101-43100-217	Other Operating Supplies	SUPPLIES	70.96
08/18/2015	18001	E 101-45200-217	Other Operating Supplies	SUPPLIES	70.96
					<u>\$141.92</u>

**HEWLETT-PACKARD COMPANY**

08/13/2015	56270237	E 101-42110-237	Small Equipment	COMPUTER	1,169.01
					<u>\$1,169.01</u>

**HOME PRIDE, INC**

G 601-22200	Deferred Revenues	REFUND #4309	50.95
			<u>\$50.95</u>

**ISD #15**

08/17/2015	2130	E 101-42110-221	Vehicle Repair & Maintenance	2015 CHARGER	58.22
08/17/2015	2131	E 101-42110-221	Vehicle Repair & Maintenance	2015 CHARGER	117.90
08/18/2015	2135	E 101-45200-218	Equipment Repair & Maintenance	2014 HUSTLER	115.44
08/18/2015	2136	E 602-49490-228	Equipment Maintenance	2011 FORD	72.79
08/18/2015	2137	E 101-42210-218	Equipment Repair & Maintenance	2004 GM FIRE STATION GENSET	68.11
08/18/2015	2138	E 602-49490-228	Equipment Maintenance	2005 PERKINS GENSET	199.83
08/18/2015	2139	E 602-49490-228	Equipment Maintenance	1995 PRESSURE WASHER TRAIL	33.02
08/18/2015	2140	E 101-43100-218	Equipment Repair & Maintenance	2012 BOBCAT TOOL CAT	101.00
08/18/2015	2140	E 101-45200-218	Equipment Repair & Maintenance	2012 BOBCAT TOOL CAT	101.00
08/18/2015	2141	E 602-49490-228	Equipment Maintenance	2004 CUMMINS GENSET	213.26
08/18/2015	2142	E 101-45200-218	Equipment Repair & Maintenance	2014 BOBCAT S570	370.75
08/18/2015	2143	E 101-45200-218	Equipment Repair & Maintenance	2007 BELLOWS TRANS GIANT	256.04
08/18/2015	2144	E 101-42110-221	Vehicle Repair & Maintenance	2014 DODGE CHARGER	52.24
08/24/2015	2145	E 602-49490-228	Equipment Maintenance	2006 RIVEDG GENSET	422.17
08/24/2015	2146	E 101-45200-218	Equipment Repair & Maintenance	2005 JOHN DEERE 3720 TRACT	263.03
08/24/2015	2146	E 601-49440-228	Equipment Maintenance	2005 JOHN DEERE 3720 TRACT	263.02
08/24/2015	2148	E 101-42210-218	Equipment Repair & Maintenance	1993 SPARTAN ENGINE	432.10
08/24/2015	2149	E 101-42210-218	Equipment Repair & Maintenance	2000 SPARTAN ENGINE	358.25
08/24/2015	2150	E 101-42210-218	Equipment Repair & Maintenance	2002 FORD PICKUP SUPER DUT	158.04
08/24/2015	2151	E 101-42210-218	Equipment Repair & Maintenance	2005 POLARIS RANGER 6X6	117.92
08/24/2015	2152	E 101-42210-221	Vehicle Repair & Maintenance	2008 FORD PICKUP F350 SUPEF	239.88
08/24/2015	2154	E 101-42110-221	Vehicle Repair & Maintenance	2014 DODGE CHARGER 115	58.22
08/24/2015	2155	E 101-42210-221	Vehicle Repair & Maintenance	1990 CHEVROLET TANKER TRU	217.32
08/25/2015	2157	E 101-42210-218	Equipment Repair & Maintenance	2010 HONDA	28.29
08/25/2015	2158	E 101-42210-218	Equipment Repair & Maintenance	1980 JOHN DEERE	54.27
08/25/2015	2159	E 101-42210-221	Vehicle Repair & Maintenance	2004 FORD PICKUP F250 SUPEF	615.44
08/26/2015	2160	E 601-49440-233	Water Treatment Plant Maint	2009 CAT	2,542.03
08/26/2015	2161	E 101-42110-218	Equipment Repair & Maintenance	2012 CAT	510.54
08/26/2015	2161	E 101-43100-218	Equipment Repair & Maintenance	2012 CAT	510.54
08/26/2015	2161	E 101-45200-218	Equipment Repair & Maintenance	2012 CAT	510.54
08/26/2015	2161	E 601-49440-228	Equipment Maintenance	2012 CAT	510.52
08/26/2015	2161	E 602-49490-228	Equipment Maintenance	2012 CAT	510.54
					<u>\$10,082.26</u>

**JJ TAYLOR DISTRIBUTING**

08/12/2015	2382045	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
08/12/2015	2382045	E 609-49751-252	Beer For Resale	BEER	280.50

08/26/2015	2386594	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
08/26/2015	2386594	E 609-49751-252	Beer For Resale	BEER	463.90
					<u>750.40</u>

**JOHNSON BROS WHLSE LIQUOR**

08/12/2015	5232713	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.60
08/12/2015	5232713	E 609-49751-251	Liquor For Resale	LIQUOR	842.12
08/12/2015	5232714	E 609-49751-206	Freight and Fuel Charges	FREIGHT	25.84
08/12/2015	5232714	E 609-49751-253	Wine For Resale	WINE	800.20
08/19/2015	5238088	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.60
08/19/2015	5238088	E 609-49751-251	Liquor For Resale	LIQUOR	689.48
08/19/2015	5238089	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.52
08/19/2015	5238089	E 609-49751-253	Wine For Resale	WINE	66.10
08/26/2015	5243479	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.82
08/26/2015	5243479	E 609-49751-251	Liquor For Resale	LIQUOR	326.33
08/26/2015	5243480	E 609-49751-206	Freight and Fuel Charges	FREIGHT	42.56
08/26/2015	5243480	E 609-49751-253	Wine For Resale	WINE	1,651.30
					<u>\$4,465.47</u>

**KIMS KLEANING**

08/30/2015	3467	E 101-41940-402	Janitorial Service	CITY HALL	150.00
08/30/2015	3468	E 101-45000-402	Janitorial Service	COMMUNITY CENTER	80.00
08/30/2015	3469	E 101-43100-402	Janitorial Service	CLEANING	190.00
08/30/2015	3469	E 101-45200-402	Janitorial Service	CLEANING	190.00
08/30/2015	3469	E 601-49440-402	Janitorial Service	CLEANING	190.00
08/30/2015	3469	E 602-49490-402	Janitorial Service	CLEANING	190.00
08/30/2015	3470	E 601-49440-402	Janitorial Service	WATER PLANT	200.00
08/30/2015	3473	E 101-42110-402	Janitorial Service	POLICE DEPART	900.00
09/30/2015	3472	E 101-42210-402	Janitorial Service	FIRE DEPART	375.00
					<u>\$2,465.00</u>

**KIRK, BILLY & JENNIFER**

G 601-22200	Deferred Revenues	REFUND #2708	48.62
			<u>\$48.62</u>

**KRIEGER, ROSE**

G 601-22200	Deferred Revenues	REFUND #3732	186.72
			<u>\$186.72</u>

**LAW ENFORCEMENT LABOR SVCS.**

08/31/2015	083115	G 101-21707	Union Dues	SEPTEMBER DUES	329.00
					<u>\$329.00</u>

**LEAGUE OF MN CITIES**

09/01/2015	090115	E 101-41400-433	Dues and Subscriptions	MAYOR DUES	30.00
09/01/2015	220719	E 101-41400-433	Dues and Subscriptions	ANNUAL DUES	7,114.00
					<u>\$7,144.00</u>

**LEBLANC, JAMES**

G 601-22200	Deferred Revenues	REFUND #1669	72.53
			<u>\$72.53</u>

**MARTIES FARM SERVICE**

08/17/2015	611851	E 101-45200-419	Turf/Fertilizer/Weed Control	PARKS	532.40
					<u>\$532.40</u>

**MCDONALD DIST CO.**

08/13/2015	200927	E 609-49751-252	Beer For Resale	BEER	6,488.20
08/13/2015	200927	E 609-49751-255	N/A Products	N/A	174.60
08/20/2015	202706	E 609-49751-252	Beer For Resale	BEER	5,728.05
08/20/2015	202706	E 609-49751-254	Miscellaneous Merchandise	MISC	68.00
08/27/2015	204642	E 609-49751-252	Beer For Resale	BEER	11,086.20
					<u>\$23,545.05</u>

**MES-MIDAM**

08/14/2015	659843	E 402-42210-550	C-O-L Motor Vehicles	SILV-EX PLUS FORM	570.00
					<u>\$570.00</u>
<b>MN NCPERS LIFE INSURANCE</b>					
08/21/2015	7334915.0815	G 101-21713	MN Life	SEPTEMBER PREMIUM	16.00
					<u>\$16.00</u>
<b>MN STATE FIRE CHIEFS ASSN.</b>					
08/18/2015	186	E 101-42210-208	Training and Instruction	DUES	57.00
					<u>\$57.00</u>
<b>M-R SIGN COMPANY, INC.</b>					
08/18/2015	187406	E 101-43100-226	Sign Repair Materials	REPAIRS	398.84
08/19/2015	187407	E 101-43100-226	Sign Repair Materials	REPAIRS	143.07
					<u>\$541.91</u>
<b>MY ALARM CENTER</b>					
09/01/2015	5993977	E 609-49750-445	Security	LIQUOR ALARM	62.56
					<u>\$62.56</u>
<b>NEUBAUER, PAUL</b>					
		G 601-22200	Deferred Revenues	REFUND #1168	126.23
					<u>\$126.23</u>
<b>NORTH MEMORIAL OCCUPATIONAL ME</b>					
08/15/2015	744	E 601-49440-441	Miscellaneous	REEDER	27.00
					<u>\$27.00</u>
<b>NORTH METRO TREE SERVICE INC.</b>					
09/01/2015	090115	E 101-45200-311	Contract	REMOVE TREES	2,007.00
					<u>\$2,007.00</u>
<b>NORTH PINE AGGREGATE, INC.</b>					
08/20/2015	FINAL	G 415-20600	Contracts Payable	FINAL-AZTEC	2,528.53
					<u>\$2,528.53</u>
<b>OPUS 21</b>					
08/24/2015	140769	E 601-49440-382	Utility Billing	JULY 2015	1,491.57
08/24/2015	140769	E 602-49490-382	Utility Billing	JULY 2015	1,491.56
					<u>\$2,983.13</u>
<b>PACE ANALYTICAL SERVICES</b>					
08/21/2015	151253547	E 602-49490-313	Sample Testing	TESTING	62.20
					<u>\$62.20</u>
<b>PHILLIPS WINE &amp; SPIRITS CO.</b>					
08/12/2015	2834409	E 609-49751-206	Freight and Fuel Charges	FREIGHT	40.28
08/12/2015	2834409	E 609-49751-251	Liquor For Resale	LIQUOR	2,578.15
08/12/2015	2834410	E 609-49751-206	Freight and Fuel Charges	FREIGHT	18.24
08/12/2015	2834410	E 609-49751-253	Wine For Resale	WINE	259.50
08/19/2015	2838016	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.08
08/19/2015	2838016	E 609-49751-251	Liquor For Resale	LIQUOR	910.35
08/19/2015	2838017	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.60
08/19/2015	2838017	E 609-49751-253	Wine For Resale	WINE	230.00
08/26/2015	2841506	E 609-49751-206	Freight and Fuel Charges	FREIGHT	139.08
08/26/2015	2841506	E 609-49751-251	Liquor For Resale	LIQUOR	8,815.72
					<u>\$13,005.00</u>
<b>PLAQUEMAKER.COM</b>					
07/28/2015	I5101	E 101-45200-229	Project Repair & Maintenance	PLAQUE	136.00
					<u>\$136.00</u>
<b>RJM DISTRIBUTING INC.</b>					
08/12/2015	IND008352	E 609-49751-252	Beer For Resale	BEER	293.88

08/12/2015	IND008352	E 609-49751-254	Miscellaneous Merchandise	MISC	37.50
					\$331.38

**ROSEVILLE, CITY OF**

08/25/2015	220571	E 101-41110-310	Computer Consulting Fees	IT SERVICES	244.78
08/25/2015	220571	E 101-41400-310	Computer Consulting Fees	IT SERVICES	897.56
08/25/2015	220571	E 101-42110-310	Computer Consulting Fees	IT SERVICES	1,101.55
08/25/2015	220571	E 101-42210-310	Computer Consulting Fees	IT SERVICES	195.83
08/25/2015	220571	E 101-42400-310	Computer Consulting Fees	IT SERVICES	40.84
08/25/2015	220571	E 101-43100-310	Computer Consulting Fees	IT SERVICES	261.10
08/25/2015	220571	E 101-45200-310	Computer Consulting Fees	IT SERVICES	342.70
08/25/2015	220571	E 601-49440-310	Computer Consulting Fees	IT SERVICES	326.38
08/25/2015	220571	E 602-49490-310	Computer Consulting Fees	IT SERVICES	326.38
08/25/2015	220571	E 609-49750-310	Computer Consulting Fees	IT SERVICES	326.38
08/25/2015	220609	E 101-41940-321	Telephone	PHONE	118.67
08/25/2015	220609	E 101-42110-321	Telephone	PHONE	118.67
08/25/2015	220609	E 101-42210-321	Telephone	PHONE	118.67
08/25/2015	220609	E 101-43100-321	Telephone	PHONE	118.67
08/25/2015	220609	E 101-45200-321	Telephone	PHONE	118.67
08/25/2015	220609	E 601-49440-321	Telephone	PHONE	118.67
08/25/2015	220609	E 602-49490-321	Telephone	PHONE	118.67
08/25/2015	220609	E 609-49750-321	Telephone	PHONE	118.66
					\$5,012.85

**ROYAL SUPPLY**

08/14/2015	17186	E 101-41940-210	Operating Supplies	SUPPLIES	37.42
08/14/2015	17186	E 101-42110-217	Other Operating Supplies	SUPPLIES	74.85
08/14/2015	17186	E 101-43100-217	Other Operating Supplies	SUPPLIES	37.42
08/14/2015	17186	E 101-45200-217	Other Operating Supplies	SUPPLIES	37.42
08/14/2015	17186	E 601-49440-217	Other Operating Supplies	SUPPLIES	37.42
08/14/2015	17186	E 602-49490-217	Other Operating Supplies	SUPPLIES	37.47
08/24/2015	17220	E 101-41940-210	Operating Supplies	SOAP	6.28
08/24/2015	17220	E 101-42110-217	Other Operating Supplies	SOAP	12.57
08/24/2015	17220	E 101-43100-217	Other Operating Supplies	SOAP	6.28
08/24/2015	17220	E 101-45200-217	Other Operating Supplies	SOAP	6.28
08/24/2015	17220	E 601-49440-217	Other Operating Supplies	SOAP	6.28
08/24/2015	17220	E 602-49490-217	Other Operating Supplies	SOAP	6.31
					\$306.00

**SCHAAK, JAMES**

	G 601-22200	Deferred Revenues	REFUND #3263	33.70
				\$33.70

**SHI INTERNATIONAL CORP**

08/24/2015	B03881044	E 101-42110-200	Office Supplies	SCHWEIGER COMPUTER	243.00
					\$243.00

**SOUTHERN WINE & SPIRITS OF MN**

08/20/2015	1318443	E 609-49751-206	Freight and Fuel Charges	FREIGHT	14.37
08/20/2015	1318443	E 609-49751-251	Liquor For Resale	LIQUOR	1,298.26
08/27/2015	1320766	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.25
08/27/2015	1320766	E 609-49751-253	Wine For Resale	WINE	210.00
08/27/2015	1320767	E 609-49751-206	Freight and Fuel Charges	FREIGHT	18.75
08/27/2015	1320767	E 609-49751-251	Liquor For Resale	LIQUOR	1,559.80
					\$3,107.43

**ST. FRANCIS AREA CHAMBER OF**

08/20/2015	664	E 609-49750-340	Advertising	GOLF SPONSORSHIP	100.00
					\$100.00

**STREICHER S**

08/14/2015	1166487	E 101-42110-437	Uniform Allowance	BOOTS	107.99
					\$107.99

**SUMMIT COMPANIES**

08/12/2015	1080078	E 602-49490-401	Repairs/Maint Buildings	ANNUAL FIRE EXTINGUISHER M	14.00
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08/12/2015	1080080	E 101-42210-401	Repairs/Maint Buildings	ANNUAL FIRE EXTINGUISHER M	53.00
08/12/2015	1080095	E 101-42210-401	Repairs/Maint Buildings	ANNUAL FIRE EXTINGUISHER M	176.50
08/12/2015	1080103	E 101-43100-401	Repairs/Maint Buildings	ANNUAL FIRE EXTINGUISHER M	11.00
08/12/2015	1080106	E 601-49440-401	Repairs/Maint Buildings	ANNUAL FIRE EXTINGUISHER M	20.00
08/12/2015	1080107	E 609-49750-401	Repairs/Maint Buildings	ANNUAL FIRE EXTINGUISHER M	72.50
08/12/2015	1080108	E 101-41940-401	Repairs/Maint Buildings	ANNUAL FIRE EXTINGUISHER M	17.00
08/12/2015	1080110	E 101-45000-217	Other Operating Supplies	ANNUAL FIRE EXTINGUISHER M	8.00
08/12/2015	1080112	E 101-43100-401	Repairs/Maint Buildings	ANNUAL FIRE EXTINGUISHER M	102.00
08/12/2015	1080116	E 101-43100-401	Repairs/Maint Buildings	ANNUAL FIRE EXTINGUISHER M	35.00
					\$509.00

**SYNOVIA SOLUTIONS**

08/11/2015	2227	E 101-43100-221	Vehicle Repair & Maintenance	LEASE PAYMENT FOR GPS	45.80
08/11/2015	2227	E 101-45200-221	Vehicle Repair & Maintenance	LEASE PAYMENT FOR GPS	45.80
08/11/2015	2227	E 601-49440-221	Vehicle Repair & Maintenance	LEASE PAYMENT FOR GPS	45.79
08/11/2015	2227	E 602-49490-221	Vehicle Repair & Maintenance	LEASE PAYMENT FOR GPS	45.79
					\$183.18

**USABLUBOOK**

08/17/2015	726508	E 601-49440-217	Other Operating Supplies	SUPPLIES	51.97
08/17/2015	726508	E 601-49440-217	Other Operating Supplies	SUPPLIES	51.97
					\$103.94

**VERIZON WIRELESS**

08/10/2015	9750431148	E 101-42210-321	Telephone	FIRE DATA	210.06
					\$210.06

**WELLS FARGO BANK**

G 601-22200	Deferred Revenues	REFUND #4371	231.03
			\$231.03

**WIRTZ BEVERAGE MN**

08/13/2015	1080360162	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.26
08/13/2015	1080360162	E 609-49751-251	Liquor For Resale	LIQUOR	181.42
08/20/2015	1080362777	E 609-49751-206	Freight and Fuel Charges	FREIGHT	26.10
08/20/2015	1080362777	E 609-49751-251	Liquor For Resale	LIQUOR	2,044.50
08/20/2015	1080362777	E 609-49751-253	Wine For Resale	WINE	120.00
08/27/2015	1080365421	E 609-49751-206	Freight and Fuel Charges	FREIGHT	27.55
08/27/2015	1080365421	E 609-49751-251	Liquor For Resale	LIQUOR	2,624.70
					\$5,027.53

\$173,532.19

FUND SUMMARY

101 GENERAL FUND	\$39,480.31
402 CAPITAL EQUIPMENT	\$570.00
410 WOODBURY PARK PROJECT	\$19.25
415 Aztec Street Improvements	\$2,876.53
416 2015-KERRY & 232ND	\$5,874.50
417 2015-PEDERSON DRIVE	\$1,516.00
601 WATER FUND	\$14,566.22
602 SEWER FUND	\$20,814.34
609 MUNICIPAL LIQUOR FUND	\$87,550.04
803 ESCROW	\$265.00
Total	173,532.19

CITY OF ST. FRANCIS  
9/8/2015

Checks cut since last Council Meeting

<u>Check Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
8/27/2015	69516	US Dept of Education	Wage Levy	234.16

TOTAL 234.16

Disbursements via Debits to 4M Account

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
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TOTAL 0.00

Disbursements via Debits to Checking Account

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
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CITY OF ST. FRANCIS  
ST. FRANCIS, MN  
ANOKA COUNTY

PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the St. Francis City Council will be conducting a public hearing on Tuesday, September 8, 2015 at 6:00 PM or shortly thereafter. The public hearing will be conducted at the Independent School District #15 Offices located at 4115 Ambassador Blvd, St. Francis, MN 55070.

The purpose of the public hearing is for potentially adopting a new cable franchise agreement with Midcontinent Communications.

All interested parties are encouraged to attend the public hearing. Verbal and written testimony regarding the franchise agreement will be accepted during the hearing. Additional information regarding the request can be obtained by contacting the City of St. Francis, 23340 Cree St NW, St. Francis, MN 55070 or by calling (763) 753-2630.

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

\*Also Licensed in Wisconsin

BGS

Barna, Guzy & Steffen, Ltd.

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BRADLEY A. KLETSCHER  
KRISTI R. RILEY  
TIMOTHY D. ERB  
KAREN K. KURTH  
ADRIEL B. VILLARREAL  
TAMMY J. SCHEMME  
JENNIFER C. MOREAU  
DAVID R. SCHAPS  
THOMAS R. WENTZELL

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

## MEMORANDUM

TO: St. Francis Mayor, Council, City Administrator and Police Chief  
FROM: Scott Lepak, City Attorney  
RE: Dangerous Dog Appeal Issue (Diesel)  
DATED: September 2, 2015

The City received a request from the owner of Diesel, a dog that was involved in a recent incident leading to the Police Chief issuing a dangerous dog letter. This is a matter that is governed by City Code and State Law (which provide considerable overlap).

This memo will outline the suggested process for addressing the owner's request.

1. Mayor will note agenda item – appeal by owner.
2. Mayor will turn the matter over to the City Attorney to conduct the hearing process.
3. City Attorney will initially note the background on the case and the record already before the Council.
4. Following this presentation, the owner will be invited and asked to present any materials or make any comments that he wishes to state.
5. At the conclusion of the owner's case, the City Attorney will advise the Council that it must make Findings of Fact, Conclusion and a Determination on this case.
6. The City Attorney will then go through a number of potential Findings of Fact and ask the City Council if it is able to make the individual Findings based on the record provided. This will occur with as many findings of fact as needed for a council determination. The presentation by the owner should be noted in these Findings of Fact.

7. At the conclusion of these findings of fact, the City Attorney will ask the City Council if it is their determination that Diesel is/is not a dangerous dog as follows:

1. The above dog named Diesel is a dangerous dog as defined in Minn. Stat. Sec. 347.50, Subd. 2(2) and 2(3).
2. The above dog named Diesel is a dangerous dog as defined in the St. Francis City Code at 8-3-1(A)(3)(b) an (c).

Or, in the alternative, that Diesel is not a dangerous dog.

In the event that the Council response is that Diesel is a dangerous dog as outlined in the statute and City Code, then:

8. The City Attorney will ask the City Council if it is their determination that the Police Chief's determination in his August 11, 2015 letter should be affirmed.

9. Based upon this discussion, the City Attorney will then detail the Findings, Conclusions and Order.

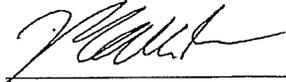
10. The City Attorney will then ask if that represents the determination of the Council and if so, whether there is anyone who wishes to make a motion to adopt the previously noted Findings of Fact, Conclusions and Order.

11. Then the Council may make a motion, second and vote.

663101-v1

REQUEST FOR HEARING PURSUANT TO  
MINNESOTA STATUTES SECTION 347.541

I hereby state that I am the owner of a Pit Bull mix named Diesel who is the subject of a dangerous dog declaration. I request a hearing pursuant to Minn. Stat. Sec. 347.541 and St. Francis City Code Section 8-3-1 regarding this declaration.



Owner



Date

Agency Name: <b>ST FRANCIS POLICE DEPARTMENT</b>	ORI #: <b>MN0021500</b>	JCF: <input type="checkbox"/>	Add'l Pages: <input type="checkbox"/>	 * 1 5 1 5 7 8 5 1 *
Reporting Officer(s): <b>18888 LARSON, RYAN</b>			Total Value Stolen (Property): <b>\$0.00</b>	
Date Reported: <b>07/27/2015 10:33 PM</b>	Assigned: <b>2233</b>	Arrived: <b>2242</b>	Total Value Damaged (Property): <b>\$0.00</b>	
Earliest Date/Time Occurred:		Latest Date/Time Occurred:		
Location of Offense/Incident: <b>23893 ROANOKE ST NW ST FRANCIS, MN 55070-</b>			Apt.:	Grid: <b>11 - 11</b>

INCIDENT INFO

MOC Code:	Classification:	Disposition:
<b>M7399</b>	<b>OTHER-CRIMES AGAINST PUBLIC ORDER</b>	ARREST OF ADULT/ADULT ...
<b>M5599</b>	<b>HEALTH-SAFETY-OTHER</b>	ARREST OF ADULT/ADULT ...

OFFENSE(S)

**Incident Narrative 1**  
 I WAS DISPATCHED TO 23893 ROANOKE ST AT 2233 HOURS ON REPORT OF A DOG ATTACKING AND KILLING CALLERS CAT ON HIS FRONT STEP.

UPON ARRIVAL I WAS MET WITH TERRANCE WHO WAS DISTRAUGHT AND EMOTIONAL. TERRANCE STATED HIS 8YR OLD CAT WAS OUTSIDE ON THE FRONT STEP AND HAD BEEN ATTACKED BY THE NEIGHBORS DOG. TERRANCE STATED THE DOG WAS BLACK AND WHITE PITBULL MIX.

TERRANCE SHOWED ME HIS WHITE CAT LAYING DEAD IN THE FRONT YARD NEXT TO TERRANCE'S SIDEWALK AND FRONT STEP. PART OF THE CAT'S STOMACH AND PARTS OF THE INTESTINES WERE STREWN OVER ON THE SIDEWALK AND FRONT STEP.

TERRANCE'S DAUGHTER TRISTA STATED SHE JUST GOT HOME FROM THE STORE AND WAS WALKING

NARRATIVE

*NAME CODES: A - Adult Arrested, AC - Arresting Citizen, C - Complainant, D - Driver, F - Family/Parent, G - Guardian, J - Juvenile Arrested, M - Mentioned, MP - Missing Person, I - Other Involved, O - Owner, P - Passenger, PT - Perpetrator, R - Reportee, S - Suspect, V - Victim, W - Witness*

<input checked="" type="checkbox"/> Person <input type="checkbox"/> Business	A/J/U: <b>A</b>	Code: <b>C</b>	Name: <b>GOLDEN, TERRANCE MICHAEL</b>	Alias:		
Address (Street, City, State, Zip): <b>23893 ROANOKE ST NW ST FRANCIS, MN 55070-</b>			Apt.:	Date of Birth: <b>07/27/1959</b>	Sex: <b>MALE</b>	Race: <b>WHITE</b>
Height:	Weight:	Hair Color:	Eye Color:	Home/Bus. Phone: <b>763-434-2363</b>	Work/Bus. Cell:	Cell/Pager/Fax:

<input checked="" type="checkbox"/> Person <input type="checkbox"/> Business	A/J/U: <b>A</b>	Code: <b>W</b>	Name: <b>GOLDEN, TRISTA ROSE</b>	Alias:		
Address (Street, City, State, Zip): <b>23821 ROANOKE ST NW ST FRANCIS, MN 55070-</b>			Apt.:	Date of Birth: <b>03/19/1982</b>	Sex: <b>FEMALE</b>	Race: <b>WHITE</b>
Height:	Weight:	Hair Color:	Eye Color:	Home/Bus. Phone:	Work/Bus. Cell:	Cell/Pager/Fax: <b>612-716-0224</b>

<input checked="" type="checkbox"/> Person <input type="checkbox"/> Business	A/J/U: <b>A</b>	Code: <b>A</b>	Name: <b>ISUM, MARK ANDREW</b>	Alias:		
Address (Street, City, State, Zip): <b>23821 ROANOKE ST NW ST FRANCIS, MN 55070-</b>			Apt.:	Date of Birth: <b>02/01/1986</b>	Sex: <b>MALE</b>	Race: <b>WHITE</b>
Height: <b>510</b>	Weight: <b>250</b>	Hair Color:	Eye Color: <b>BLUE</b>	Home/Bus. Phone:	Work/Bus. Cell:	Cell/Pager/Fax: <b>763-258-3364</b>

NAME(S)

Supervisor:	Extra Copy To: <b>CITY ATTY/CLERK OF COURTS</b>	Related Case Number:
-------------	--	----------------------

CASE

ROUND THE GARAGE TOWARD THE FRONT STEP WHEN SHE OBSERVED THE BLACK AND WHITE PITBULL MIX ON TOP OF THE CAT BITING AND VICIOUSLY ATTACKING THE CAT. TRISTA STATED SHE SCREAMED AND STARTED TO WAVE HER ARMS AROUND. TRISTA STATED THE PITBULL MIX DOG GOT OFF THE CAT AND TURNED TOWARD HER AS IF HE WAS GOING TO ATTACK HER. TRISTA STATED THERE WAS ANOTHER DOG THERE ALSO THAT IS GOLD, BROWN SHORT HAIR. TRISTA STATED THAT DOG JUST FOLLOWS THE BLACK AND WHITE PITBULL MIX. TRISTA STATED HER FATHER THEN CAME OUTSIDE AND THEY OBSERVED THE DOG RUN SOUTH TWO HOUSES DOWN TO WHERE THE DOG'S RESIDE.

TERRANCE STATED HE FOLLOWED THE DOG BACK TO ITS RESIDENCE, 23821 ROANOKE ST. TERRANCE STATED HE KNOCKED ON THE FRONT DOOR AND AN UNKNOWN MALE ANSWERED AND TERRANCE ASKED IF HE HAD JUST LET HIS DOGS OUT. TERRANCE STATED, THE MALE SAID, YES I HAD LET MY DOGS OUTSIDE A LITTLE WHILE AGO. TERRANCE THEN TOLD THE MALE WHAT HAD HAPPEN. TERRANCE STATED THE MALE HAD AN ATTITUDE WITH HIM AND SHUT THE DOOR AND LIGHTS OFF.

TERRANCE STATED HE HAS SEEN THAT DOG AND THE OTHER DOG THAT LIVES THERE WHICH IS BROWN COLORED SHORT HAIR CHASE PEOPLE WHILE THEY WALK IN THE STREET.

TERRANCE ALSO STATED THE MALE WHO RESIDES AT 23821 IS DIGGING IN HIS BACK YARD AND BURYING CONCRETE.

ANOKA COUNTY RECORDS THE HOMEOWNER OF 23821 ROANOKE ST IS MARK ISUM. CASE NUMBER 13181366 WAS A DOG BIT REPORT WHERE MARK'S BLACK AND WHITE PITBULL ATTACKED AND BIT A WORKER IN THE AREA. MARK'S DOG WAS CLASSIFIED AS POTENTIAL DANGEROUS DOG.

WENT TO 23821 ROANOKE ST AND NO ONE CAME TO THE DOOR. I WAITED OUTSIDE FOR SOME TIME AND A UNKNOWN FEMALE EXITED AND I ASKED IF THE HOMEOWNER, MARK, WAS HOME. SHE STATED HE WAS NOT BUT WOULD GO CHECK. THE FEMALE NEVER CAME BACK OUTSIDE. I CALLED MARK SEVERAL TIMES AND GOT VOICE MAIL. A MESSAGE LEFT FOR MARK.

RETURNED TO TERRANCE'S RESIDENCE AND PHOTOS WERE TAKEN OF THE CAT. TERRANCE WAS ADVISED.

DECLARATION OF DANGEROUS DOG FILLED OUT AND MAILED CERTIFIED.

MARK WAS ISSUED CITATION #021515042519 WAS ALSO SENT CERTIFIED MAIL FOR DOG AT LARGE AND FAILURE TO OBTAIN LICENSE WITH CITY.

END OF REPORT, OFFICER LARSON #110.

August 11, 2015

Mark Andrew Isum  
23821 Roanoke St. NW  
St. Francis, MN 55070

Re: Designation as Dangerous Dog – Diesel  
Sent by certified mail

Mr. Isum:

Pursuant to Minn. Stat. Sec. 347.50 et. seq. and St. Francis City Code Section 8-3-1 you are hereby notified that I hereby determine and order that the Pit Bull mix dog named Diesel be declared a dangerous dog. The basis of this determination and the facts for this determination are outlined in the following:

St. Francis Police Department ICR 15157851 (July 27, 2015)  
St. Francis Police Department ICR 13181366 (August 12, 2013)  
Citation No. 021515042519  
Notice of Potentially Dangerous Dog dated August 13, 2013

You are also hereby notified of the following:

(1) A description of the dog:

Male Pit Bull Mix named Diesel.

(2) The authority for and purpose of the dangerous dog declaration:

A. Dangerous dog is defined in Minn. Stat. Sec. 347.50, Subd. 2 and St. Francis City Code at 8-3-1(A)(3) as any dog that has:

- ...
- (2) killed a domestic animal without provocation while off the owner's property;
  - or
  - (3) been found to be potentially dangerous, and after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

The following supports the determination of dangerous dog pursuant to Minn. Stat. Sec. 347.50, subd. 2(1) and St. Francis City Code Section 8-3-1(A)(3)(a):

The following incident reports establish that the above-referenced dog killed a domestic animal without provocation while off the owner's property:

On or about July 27, 2015, an officer with the St. Francis police department responded to a call. In the course of that response, the officer determined that that the above named dog killed a domestic animal (cat). See St. Francis Police Department ICR 15157851 (July 27, 2015).

The following incident reports that the above-referenced dog has been found to be potentially dangerous, and after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

On or about August 13, 2013, the City issued a Notice of Potentially Dangerous Dog to Mark Andrew Isum with the name of dog Diesel.

On or about July 27, 2015, an officer with the St. Francis police department responded to a call. In the course of that response, the officer determined that that the above named dog killed a domestic animal (cat). See St. Francis Police Department ICR 15157851 (July 27, 2015).

The purpose of this dangerous dog declaration is to promote public safety as well as to comply with the requirements of the law and city code.

- (3) The time, place, and circumstances under which the dog was declared dangerous: Declared by this letter at 0930; a.m. at the St. Francis Police Department, address: 4058 St. Francis Blvd. N.W., St. Francis, MN 55070.
- (4) Telephone number and contact person: Police Chief Jeffrey Harapat at 763-753-1264.

Please be advised that the owner of the dog may request a hearing concerning the dangerous dog declaration. If the owner requests a hearing within five (5) days of the receipt of this letter, the City Clerk shall place the matter before the City Council at its next meeting. Failure to do so within 14 days of the date of this notice will terminate the owner's right to a hearing under Minn. Stat. Sec. 347.51. If an appeal request is made within 14 days of this notice, the owner must immediately comply with the requirements of section 347.52 paragraphs (a) and (c), and until such time as the hearing officer issues an opinion.

If the hearing officer affirms the dangerous dog declaration, the owner will have 14 days from receipt of that decision to comply with all other requirements of sections 347.51, 347.515, and 347.52. Please be advised that all actual costs of the care, keeping, and disposition of the dog are the responsibility of the person claiming an interest in the dog, except to the extent that a court or hearing officer finds that the seizure or impoundment was not substantially justified by law.

A copy of these referenced Statutes and the City Code are attached to this letter.

Sincerely,



Jeffrey J. Harapat  
St. Francis Police Chief

ENC: St. Francis City Code 8-3-1  
Minn. Stat. Sec. 347.541, 347.51, 347.515 and 347.52  
St. Francis Police Department ICR 15157851 (July 27, 2015)  
St. Francis Police Department ICR 13181366 (August 12, 2013)  
Citation No. 021515042519  
Notice of Potentially Dangerous Dog dated August 13, 2013

REQUEST FOR HEARING PURSUANT TO  
MINNESOTA STATUTES SECTION 347.541

I hereby state that I am the owner of a Pit Bull mix named Diesel who is the subject of a dangerous dog declaration. I request a hearing pursuant to Minn. Stat. Sec. 347.541 and St. Francis City Code Section 8-3-1 regarding this declaration.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

**347.541 DISPOSITION OF SEIZED ANIMALS.**

Subdivision 1. **Hearing.** The owner of any dog declared dangerous has the right to a hearing by an impartial hearing officer.

Subd. 2. **Security.** A person claiming an interest in a seized dog may prevent disposition of the dog by posting security in an amount sufficient to provide for the dog's actual cost of care and keeping. The security must be posted within seven days of the seizure inclusive of the date of the seizure.

Subd. 3. **Notice.** The authority declaring the dog dangerous shall give notice of this section by delivering or mailing it to the owner of the dog, or by posting a copy of it at the place where the dog is kept, or by delivering it to a person residing on the property, and telephoning, if possible. The notice must include:

(1) a description of the seized dog; the authority for and purpose of the dangerous dog declaration and seizure; the time, place, and circumstances under which the dog was declared dangerous; and the telephone number and contact person where the dog is kept;

(2) a statement that the owner of the dog may request a hearing concerning the dangerous dog declaration and, if applicable, prior potentially dangerous dog declarations for the dog, and that failure to do so within 14 days of the date of the notice will terminate the owner's right to a hearing under this section;

(3) a statement that if an appeal request is made within 14 days of the notice, the owner must immediately comply with the requirements of section 347.52, paragraphs (a) and (c), and until such time as the hearing officer issues an opinion;

(4) a statement that if the hearing officer affirms the dangerous dog declaration, the owner will have 14 days from receipt of that decision to comply with all other requirements of sections 347.51, 347.515, and 347.52;

(5) a form to request a hearing under this subdivision; and

(6) a statement that all actual costs of the care, keeping, and disposition of the dog are the responsibility of the person claiming an interest in the dog, except to the extent that a court or hearing officer finds that the seizure or impoundment was not substantially justified by law.

Subd. 4. **Right to hearing.** Any hearing must be held within 14 days of the request to determine the validity of the dangerous dog declaration. The hearing officer must be an impartial employee of the local government or an impartial person retained by the local government to conduct the hearing. In the event that the dangerous dog declaration is upheld by the hearing officer, actual expenses of the hearing up to a maximum of \$1,000 will be the responsibility of the dog's owner. The hearing officer shall issue a decision on the matter within ten days after the hearing. The decision must be delivered to the dog's owner by hand delivery or registered mail as soon as practical and a copy must be provided to the animal control authority.

**History:** 2008 c 325 s 12

**347.51 DANGEROUS DOGS; REGISTRATION.**

Subdivision 1. **Requirement.** No person may own a dangerous dog in this state unless the dog is registered as provided in this section.

Subd. 2. **Registration.** An animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents sufficient evidence that:

(1) a proper enclosure exists for the dangerous dog and a posting on the premises with a clearly visible warning sign that there is a dangerous dog on the property, including a warning symbol to inform children;

(2) a surety bond issued by a surety company authorized to conduct business in this state in a form acceptable to the animal control authority in the sum of at least \$300,000, payable to any person injured by the dangerous dog, or a policy of liability insurance issued by an insurance company authorized to conduct business in this state in the amount of at least \$300,000, insuring the owner for any personal injuries inflicted by the dangerous dog;

(3) the owner has paid an annual fee of not more than \$500, in addition to any regular dog licensing fees, to obtain a certificate of registration for a dangerous dog under this section; and

(4) the owner has had microchip identification implanted in the dangerous dog as required under section 347.515.

Subd. 2a. **Warning symbol.** If an animal control authority issues a certificate of registration to the owner of a dangerous dog pursuant to subdivision 2, the animal control authority must provide, for posting on the owner's property, a copy of a warning symbol to inform children that there is a dangerous dog on the property. The warning symbol must be the uniform symbol provided by the commissioner of public safety. The commissioner shall provide the number of copies of the warning symbol requested by the animal control authority and shall charge the animal control authority the actual cost of the warning symbols received. The animal control authority may charge the registrant a reasonable fee to cover its administrative costs and the cost of the warning symbol.

Subd. 3. **Fee.** The animal control authority may charge the owner an annual fee, in addition to any regular dog licensing fees, to obtain a certificate of registration for a dangerous dog under this section.

Subd. 3a. **Dangerous dog designation review.** Beginning six months after a dog is declared a dangerous dog, an owner may request annually that the animal control authority review the designation. The owner must provide evidence that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the animal control authority finds sufficient evidence that the dog's behavior has changed, the authority may rescind the dangerous dog designation.

Subd. 4. **Law enforcement; exemption.** The provisions of this section do not apply to dangerous dogs used by law enforcement officials for police work.

Subd. 5. **Exemption.** Dogs may not be declared dangerous if the threat, injury, or damage was sustained by a person:

(1) who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog;

(2) who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or

(3) who was committing or attempting to commit a crime.

Subd. 6. [Repealed, 1Sp2001 c 8 art 8 s 30]

Subd. 7. **Tag.** A dangerous dog registered under this section must have a standardized, easily identifiable tag identifying the dog as dangerous and containing the uniform dangerous dog symbol, affixed to the dog's collar at all times.

Subd. 8. **Local ordinances.** A statutory or home rule charter city, or a county, may not adopt an ordinance regulating dangerous or potentially dangerous dogs based solely on the specific breed of the dog. Ordinances inconsistent with this subdivision are void.

Subd. 9. **Contracted services.** An animal control authority may contract with another political subdivision or other person to provide the services required under sections 347.50 to 347.565. Notwithstanding any contract entered into under this subdivision, all fees collected under sections 347.50 to 347.54 shall be paid to the animal control authority and all certificates of registration must be issued in the name of the animal control authority.

**History:** 1988 c 711 s 2; 1989 c 37 s 6-10; 1991 c 195 s 1; 1994 c 550 s 2; 1997 c 187 art 3 s 32; 1Sp2001 c 8 art 8 s 16-18; 2008 c 325 s 3-7

**347.515 MICROCHIP IDENTIFICATION.**

The owner of a dangerous or potentially dangerous dog must have a microchip implanted in the dog for identification, and the name of the microchip manufacturer and identification number of the microchip must be provided to the animal control authority. If the microchip is not implanted by the owner, it may be implanted by the animal control authority. In either case, all costs related to purchase and implantation of the microchip must be borne by the dog's owner.

**History:** *1Sp2001 c 8 art 8 s 19*

**347.52 DANGEROUS DOGS; REQUIREMENTS.**

(a) An owner of a dangerous dog shall keep the dog, while on the owner's property, in a proper enclosure. If the dog is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or leash and under the physical restraint of a responsible person. The muzzle must be made in a manner that will prevent the dog from biting any person or animal but that will not cause injury to the dog or interfere with its vision or respiration.

(b) An owner of a dangerous dog must renew the registration of the dog annually until the dog is deceased. If the dog is removed from the jurisdiction, it must be registered as a dangerous dog in its new jurisdiction.

(c) An owner of a dangerous dog must notify the animal control authority in writing of the death of the dog or its transfer to a new location where the dog will reside within 30 days of the death or transfer, and must, if requested by the animal control authority, execute an affidavit under oath setting forth either the circumstances of the dog's death and disposition or the complete name, address, and telephone number of the person to whom the dog has been transferred or the address where the dog has been relocated.

(d) An animal control authority shall require a dangerous dog to be sterilized at the owner's expense. If the owner does not have the animal sterilized within 30 days, the animal control authority shall seize the dog and have it sterilized at the owner's expense.

(e) A person who owns a dangerous dog and who rents property from another where the dog will reside must disclose to the property owner prior to entering the lease agreement and at the time of any lease renewal that the person owns a dangerous dog that will reside at the property.

(f) A person who transfers ownership of a dangerous dog must notify the new owner that the animal control authority has identified the dog as dangerous. The current owner must also notify the animal control authority in writing of the transfer of ownership and provide the animal control authority with the new owner's name, address, and telephone number.

*History: 1988 c 711 s 3; 1Sp2001 c 8 art 8 s 20; 2008 c 325 s 8*

**347.54 CONFISCATION.**

Subdivision 1. **Seizure.** (a) The animal control authority having jurisdiction shall immediately seize any dangerous dog if:

(1) after 14 days after the owner has notice that the dog is dangerous, the dog is not validly registered under section 347.51;

(2) after 14 days after the owner has notice that the dog is dangerous, the owner does not secure the proper liability insurance or surety coverage as required under section 347.51, subdivision 2;

(3) the dog is not maintained in the proper enclosure;

(4) the dog is outside the proper enclosure and not under physical restraint of a responsible person as required under section 347.52; or

(5) the dog is not sterilized within 30 days, pursuant to section 347.52, paragraph (d).

(b) If an owner of a dog is convicted of a crime for which the dog was originally seized, the court may order that the dog be confiscated and destroyed in a proper and humane manner, and that the owner pay the costs incurred in confiscating, confining, and destroying the dog.

Subd. 2. **Reclaimed.** A dangerous dog seized under subdivision 1 may be reclaimed by the owner of the dog upon payment of impounding and boarding fees, and presenting proof to the appropriate animal control authority that the requirements of sections 347.51 and 347.52 will be met. A dog not reclaimed under this subdivision within seven days may be disposed of in a manner permitted by law, and the owner is liable to the animal control authority for costs incurred in confining and disposing of the dog.

Subd. 3. **Subsequent offenses; seizure.** If a person has been convicted of a misdemeanor for violating a provision of section 347.51, 347.515, or 347.52, and the person is charged with a subsequent violation relating to the same dog, the dog must be seized by the animal control authority having jurisdiction. If the owner is convicted of the crime for which the dog was seized, the court shall order that the dog be destroyed in a proper and humane manner and the owner pay the cost of confining and destroying the animal. If the owner is not convicted and the dog is not reclaimed by the owner within seven days after the owner has been notified that the dog may be reclaimed, the dog may be disposed of in a manner permitted by law.

**History:** 1988 c 711 s 5; 1989 c 37 s 12; 2008 c 325 s 10,11; 2012 c 244 art 1 s 74,75

# CITATION

## Payable Citation/Method of Payment

State of Minnesota		Citation #: <b>021515042519</b>	
County Name: <b>NOKA</b>		Sequential Citations <u>1</u> of <u>1</u>	
Identification <input type="checkbox"/> DL <input checked="" type="checkbox"/> DVS Web <input type="checkbox"/> Photo I.D. <input type="checkbox"/> FP <input type="checkbox"/> Other			
License Number: <b>302074400508</b> <input type="checkbox"/> CDL <input type="checkbox"/> State <u>MN</u>			
Name - First, Middle, Last, Suffix <b>ARK ANDREW ISUM</b>			
Address - Street, Apt # <b>821 ROANOKE ST NW</b>			
City <b>ST FRANCIS</b>		State <b>MN</b>	Zip <b>55070</b>
DOB (mm/dd/yyyy) <b>01/1986</b>	Height <b>5'10"</b>	Weight <b>250</b>	Eyes <b>BLU</b> Gender <b>M</b>
Juvenile Parent/Guardian's Name: Parent Offense Address:		<input type="checkbox"/> Same Child's address as Juvenile Race:	
1. Lic. No.	Plate Year	State	Make Style <input type="checkbox"/> 16+ pass. Color
Type of Offense <b>127/2015</b>	Time of Offense <b>10:33 PM</b>	<input type="checkbox"/> Accident/Crash <input type="checkbox"/> Property <input type="checkbox"/> Injury <input type="checkbox"/> Fatal <input type="checkbox"/> Pedestrian	
Unsafe conditions other	<input type="checkbox"/> Endangering Life or Property *Court Appearance Required if Checked	<input type="checkbox"/> Commercial Vehicle DOT # <input type="checkbox"/> # Pounds Overweight <input type="checkbox"/> Hazardous Materials	
Driver <input type="checkbox"/> Owner	<input type="checkbox"/> Passenger	<input type="checkbox"/> Operate	<input type="checkbox"/> Parked <input type="checkbox"/> Booked
Offense Location <b>93 ROANOKE ST NW</b>	MP	City Of: <b>St. Francis</b>	
Offense Description <b>DOW DOG TO RUN AT LARGE</b>	Statute/Ordinance <b>8.3.1.B</b>	<input type="checkbox"/> 3rd Violation	PM/M/GM <b>MSD</b>
Offense Description <b>3 - FAILURE TO OBTAIN LICENSE WHEN REQUIRED</b>	Statute/Ordinance <b>7.09</b>	<input type="checkbox"/> 3rd Violation	PM/M/GM <b>PM</b>
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM/M/GM
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM/M/GM
Speed MN Stat. § _____ mph	Zone	<input type="checkbox"/> 3rd in 12 Months	
No Proof of Insurance MN Stat. §			
No Seatbelt Use MN Stat. 169.686.1(a)			
Taken - AC: _____	Test Type <input type="checkbox"/> Refused <input type="checkbox"/> Breath <input type="checkbox"/> Blood <input type="checkbox"/> Urine		
<b>If this is a payable citation, you must pay the amount owed or schedule an appearance within 30 days from the date the citation is issued. See the right side of this citation for more information.</b>			
Officer(s) Name(s) <b>SON</b>	Officer No.(s) <b>18888</b>	Prosecutor <b>MN002161A</b>	
Issuing Agency (CAG) <b>IN0021500</b>	How Issued <input type="checkbox"/> In Person <input checked="" type="checkbox"/> Mailed <input type="checkbox"/> Left at Scene	Date Issued <b>07/28/2015</b>	
Agency Name: <b>ST. FRANCIS PD</b>	CNI/CR <b>15167851</b>		

To find out if your citation is payable without a court appearance, how much to pay, or to pay your fine, choose one of the following methods:

- Online:** Using MasterCard or Visa, access [www.mncourts.gov/fines](http://www.mncourts.gov/fines). Have your citation number available.
- By Phone:** Using MasterCard or Visa, call 651-281-3219 in the metro or 1-800-657-3611 outside of the metro area. Have your citation number available. Disponible por teléfono en Español.
- By Mail:** Check or Money Order payable to Court Administration. Send to: Minnesota Court Payment Center, PO Box 898, Willmar, MN 56201. Include a copy of your citation or indicate the citation number on the check or money order.

You have the right to appear in court. Please refer to the front of this citation. If a court date is noted, you must either pay your fine by this date or you may choose to appear in court on the date, time and at the location indicated. If no court date is noted, you must pay the amount owed or you may schedule an appearance within 30 days from the date this citation was issued. To make a payment or schedule an appearance call: 651-281-3219 in the metro area or 1-800-657-3611 outside of the metro area. Please allow 10 business days (from the date you receive your citation) for processing before calling.

BY PAYING THIS FINE(S), YOU ARE ENTERING A PLEA OF GUILTY to this offense(s) and voluntarily waive your rights to the following: (Minn. R. Crim. P. 23.03)

- To a court trial, if the offense is a petty misdemeanor, or a court or jury trial for all other offenses;
- To be represented by counsel;
- To be presumed innocent until proven guilty beyond a reasonable doubt;
- To confront and cross examine all witnesses; and
- To either remain silent or to testify on your own behalf.

A plea of guilty will result in a conviction. If convicted, you must pay a state imposed surcharge under Minn. Stat. § 357.021, subd. 6. The current amount of the required state surcharge is \$12 for parking-related offenses and \$75 for all other offenses (Minn. Stat. § 169.99). Additionally, a law library fee will be owed. These surcharges and fees are included in the total payable amount provided to you by phone or web.

Under Minn. Stat. § 480.15, subd. 10c, unpaid fines may be referred for collections. You have the right to contest the referral.

Issuance of a worthless check to the court is a crime, and you will be subject to civil and criminal penalties. In addition, a charge of up to \$30 will be assessed on all returned checks (Minn. Stat. § 604.113, subd. 2).

Other important notices regarding your rights can be found on the Minnesota Judicial Branch website at: [www.mncourts.gov/fines](http://www.mncourts.gov/fines)

### If a Court Appearance is Required

Certain charge(s) require you to appear in court. To verify if the charge(s) you have received require a court appearance, please call 651-281-3219 in the metro or 1-800-657-3611 outside of the metro area and refer to the front of this citation. If you must appear in court and a court date is noted on the front of this citation, your appearance is scheduled for the date, time and location indicated. If you must appear in court and no court date is noted on the front of this citation, a Notice to Appear indicating a court date will be mailed to the address on the citation. If this address is not correct, you must immediately notify the court at the number noted above of your current address. If you have questions regarding the charge(s), call the number noted above.

### Penalties for Failure to Appear or Respond

Failure to appear or respond as required may result in the following:

- The Department of Public Safety and/or the Department of Natural Resources may be notified of your failure to appear and/or conviction, depending on the charge(s). These agencies may suspend your driver's license or DNR licenses for failing to appear.
- A warrant may be issued for your arrest.
- Late penalties may be assessed.
- For Petty Misdemeanors, and Misdemeanors Certified as Petty Misdemeanors, failure to appear or respond as required is considered a waiver of the right to trial, and a guilty plea and conviction will be entered on the charge(s), unless the failure to appear is due to circumstances beyond your control. (Minn. Stat. § 169.91; 609.491; Minn. R. Crim. P. 23.04-23.05.)

### If this is a Juvenile Court Offense:

The Court will mail further information and instructions to you

ST FRANCIS POLICE DEPARTMENT 4058 ST FRANCIS BLVD NW, ST FRANCIS, MN 55070				JCF	CASE NUMBER	
				ADDL PAGES	13181366	
CLASSIFICATION ANIMAL - DOG BITES	CODE 09561	DISP C	CLASSIFICATION	CODE	DISP	
CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE	DISP	
CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE	DISP	
REPORTING OFFICER(S) 17758 SCHWIEGER, TODD						
DATE REPORTED 8/12/2013	ASSIGNED 0747	ARRIVED 0750	CLEARED 0801	EARLIEST DATE/TIME OCCURRED	LATEST DATE/TIME OCCURRED	
LOCATION OF OFFENSE/INCIDENT 23821 ROANOKE ST NW, ST FRANCIS, MN 55070-			APT #	GRID	VALUE STOLEN	
				11	\$	
					VALUE DAMAGED	
					\$	
					VALUE RECOVERED	
					\$	
A/J	REPORTING PARTY'S NAME			DATE OF BIRTH	SEX RACE HOME PHONE	
ADDRESS		APT	CITY	STATE	ZIP WORK PHONE	
NARRATIVE						
<p>I WAS DISPATCHED TO A PHONE CALL FOR A DOG BITE REPORT. I SPOKE WITH CONSTANCE NETTIE MUTCHLER WHO WORKS FOR CONNEXUS ENERGY. MUTCHLER REPORTED THAT ON 08-09-2013 WHILE CHECKING THE METER AT THE ADDRESS OF 23821 ROANOKE ST SHE WAS BITTEN BY A BLACK AND WHITE PITBULL AT LOCATION. THE DOG BIT HER ON THE LEFT THIGH TWO SEPARATE TIMES. MUTCHLER SUSTAINED A SWOLLEN BLACK AND BLUE THIGH AND HER SHORTS WERE RIPPED. MUTCHLER SAID THE BITE DID BREAK THE SKIN AND APPEARED TO LOOK MORE LIKE A SCRATCH. MUTCHLER WENT TO URGENT CARE AND WAS ADVISED THAT THE WOUND WAS MORE OF A HEMATOMA DUE TO BROKEN BLOOD VESSELS. ON 08-13-2013 I SPOKE WITH THE HOMEOWNER AND OWNER OF THE DOG KNOWN AS MARK ANDREW ISUM. MARK WAS ISSUED A POTENTIALLY DANGEROUS DOG FORM AND WAS ADVISED TO QUARANTINE THE DOG FOR FOURTEEN DAYS. MARK SAID HE HAS JUST MOVED TO ST. FRANCIS AND WAS ADVISED TO GO TO CITY HALL AND GET THE DOG LICENSED AND PROVIDE PROOF OF VACCINATIONS. POTENTIALLY DANGEROUS DOG FORM PLACED IN FILE.</p>						
A/J/U	CODE	NAME			DOB	SEX RACE HGT WGT HAIR EYES
A	V	CONSTANCE NETTIE MUTCHLER			12/11/1947	F W 504 172 HAZ
ADDRESS		APT	CITY	STATE	ZIP	
11812 HIGHLAND RD			ELK RIVER	MN	55330-	
ALIAS		HOME / BUS PHONE	WORK / 2ND BUS PHONE	CELL / PAGER / FAX		
		763-898-6754	763-506-0504			
A/J/U	CODE	NAME			DOB	SEX RACE HGT WGT HAIR EYES
A	O	MARK ANDREW ISUM			2/1/1986	M W 510 190 BRO BLU
ADDRESS		APT	CITY	STATE	ZIP	
23821 ROANOKE ST NW			ST FRANCIS	MN	55070-	
ALIAS		HOME / BUS PHONE	WORK / 2ND BUS PHONE	CELL / PAGER / FAX		
		763-753-2458				
A/J/U	CODE	NAME			DOB	SEX RACE HGT WGT HAIR EYES
ADDRESS		APT	CITY	STATE	ZIP	
ALIAS		HOME / BUS PHONE	WORK / 2ND BUS PHONE	CELL / PAGER / FAX		
A/J/U	CODE	NAME			DOB	SEX RACE HGT WGT HAIR EYES
ADDRESS		APT	CITY	STATE	ZIP	
ALIAS		HOME / BUS PHONE	WORK / 2ND BUS PHONE	CELL / PAGER / FAX		
ENTRY 1	ENTRY 2	ENTRY 3	ENTRY 4	SUPERVISOR	COPY TO	RELATED CASE NUMBERS:

ST FRANCIS POLICE DEPARTMENT

NOTICE OF POTENTIALLY DANGEROUS DOG

CASE #: 13-181366

DATE: 08 / 13 / 13 TIME: ~~12:00~~ 12:45 Pm

Owner: Mark Andrew Tsum DOB: 2 / 1 / 86

Address: 23821 Roanoke St. NW Phone: 763-258-3364

City: St Francis State: MN Zip: 55070

Description of Dog:

Name of Dog: Diesel License #: N/A

Breed: Pitbull mix Color: White

Sex:  M F Neutered:  Y N

The above listed dog owner is hereby notified that the above listed dog is considered to be a "Potentially Dangerous Dog", as defined in Minnesota Statute #347.50. This classification is based upon (one or more may be checked):

- The dog has, "when unprovoked, inflicted bite(s) on a human or domestic animal on public or private property": Case # 13-181366
- The dog has, "when unprovoked, chased or approached a person upon the streets, sidewalks or any public property in an apparent attitude of attack": Case # \_\_\_\_\_
- The dog "has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals": Case # \_\_\_\_\_

The owner of this dog should be aware that this dog will be considered to be a "Dangerous Dog", within the meaning of Minnesota Statute 347.50, and required to be registered as such with the Anoka County Auditor's Office, and confined or muzzled as required by the statute if it:

1. Without provocation, inflicts substantial bodily harm on a human being;" or
2. "Kills a domestic animal without provocation while off the owner's property;" or
3. "(Has) been found to be potentially dangerous, and after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals."

Officer: T. Schwieger Badge #: 17758

\* \* \* \* \*

I have received a copy of this notice and understand its contents. Further, I understand the future consequences, should my animal attack or bite a person or domestic animal on a future date.

Date: 8/13/2013 Owner/Caretaker: [Signature]  
signature

2. Conviction of failure to restrain an attack by a dog pursuant to this Section, where the Court failed to order destruction of the dog. (Ord 17, SS, 5-3-1993)
  3. Where the dog has been declared dangerous pursuant to this chapter. (Ord 17, SS, 5-3-1993)
- T. Failure to Restrain an Attack by an Animal. It shall be unlawful for an owner to fail to restrain an animal from inflicting or attempting to inflict bodily injury to any person or other domestic animal. Violation of this section shall be a misdemeanor. The Court upon a finding of the defendant's guilt hereunder, is authorized to order, as part of the disposition of the case, that the animal be destroyed based on written order containing one or more of the following findings of fact: (Ord 17, SS, 5-3-1993)
1. The animal is dangerous as defined in the Subd. 1; or, (Ord 17, SS, 5-3-1993)
  2. The owner of the animal has demonstrated an inability or unwillingness to control the animal in order to prevent unprovoked injury to persons or other domestic animals. If the Court does not order the destruction of the dog, the Court shall, as an alternative, order the defendant to provide, and show proof to the Court of insurance as set forth in the Subd. (Ord 17, SS, 5-3-1993)
- U. Destruction of Dangerous Animals. The Chief of Police or his designate shall have authority to order the destruction of dangerous dogs as defined in Section 8-3-1.A of this Code. (Ord 17, SS, 5-3-1993)
- V. Appeals. If an owner requests a hearing within five (5) days of the receipt of the Declaration of Dangerous Dog classification for determination as to the dangerous nature of the dog, the City Clerk/Treasurer shall place the matter before the City Council at its next meeting. Notice of the Declaration of Dangerous Dog classification shall be sent by certified mail or posting of such notice on owner's last known residence if the owner(s) cannot be found. The owner may appear with counsel if he/she chooses, and present evidence in opposition of the designation of the animal as dangerous. Following the hearing, the Council shall make a determination of facts and shall make such order as it deems proper. If such hearing cannot be held within the statutory fourteen (14) days, the owner must either comply with the terms of the Statute Section 347.50-347.54 or keep the dog at a licensed kennel in a confined pen until the hearing is held. If the Declaration of Dangerous Dog is upheld, the dog shall remain at a licensed kennel in a secured, confined pen until the dog is either destroyed or all of the dangerous dog requirements of the state statute and local ordinances are complied with and a license is issued by the City Clerk. If the Council concludes that the dog is dangerous and the owner does not immediately comply with the

requirements of the dangerous dog statute, the Council may order the animal control officer to take the dog into custody for destruction. If the dog is ordered into custody for destruction, the owner shall immediately make the dog available to the animal control officer and failure to do so shall be a misdemeanor. (Ord 17, SS, 5-3-1993; Ord 99-43, 9-7-1999)

- W. Harboring a Dangerous Animal. Any person who harbors an animal after it has been found to be dangerous and ordered into custody for destruction pursuant to this Subd. shall be guilty of a misdemeanor. (Ord 17, SS, 5-3-1993)
- X. Stopping an Attack. If any Police Officer or animal control officer is witness to an attack by an animal upon a person or another animal, the officer may take whatever means he/she deems appropriate to bring the attack to an end and prevent further injury to the victim. (Ord 17, SS, 5-3-1993)
- Y. Removal of Excrement. It is unlawful for any person who owns or had custody of a dog to cause or permit such animal to defecate on any private property without the consent of the property owner or on any public property unless such person immediately removed the excrement and places it in a proper receptacle. The provisions of this Section shall not apply to seeing-eye dogs under control of a blind person or dogs while being used in City Police activity. (Ord 17, SS, 5-3-1993)
- Z. Animal Control Officer. There is hereby established the position of Animal Control Officer. He/She shall be appointed by the City Council. Nothing contained herein shall prevent the City Council from contracting with a person to provide such services. (Ord 17, SS, 5-3-1993)
- AA. Duties of Animal Control Officer. The Animal Control Officer shall perform the following duties: (Ord 17, SS, 5-3-1993)
  - 1. Capture , seize and deliver to any designated pound any dog found: running at large within the City; unlicensed; or not wearing the metal tag provided for in this chapter. (Ord 17, SS, 5-3-1993)
  - 2. Pick-up and dispose of the carcasses of every dead animal. (Ord 17, SS, 5-3-1993)
  - 3. Investigate all cases of animal bites reported to him/her and supervise the quarantine of any such animal to assure that it is kept under observation for a period of ten (10) days. (Ord 17, SS, 5-3-1993)
  - 4. Investigate all reports of dangerous or potentially dangerous dogs referred to him/her, complete the dangerous/potentially dangerous animal form and refer the same to the County Auditor, report to the Chief of Police weekly

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <i>Mark ISUM</i></p> <p>C. Date of Delivery  <i>8-17-15</i></p>																
<p>1. Article Addressed to:  <i>Mark Andrew Isum</i>  <i>23821 Rockvale St NW</i>  <i>St. Francis MN 55070</i></p>  <p>9590 9403 0202 5120 7472 72</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
<p>2. Article Number (Transfer from service label)  7009 3410 0000 4738 2101</p>																	
<p>PS Form 3811, April 2015 PSN 7630-02-000-9053 <span style="float: right;">Domestic Return Receipt</span></p>																	

7009 3410 0000 4738 2101

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL™ RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ <i>.92</i>
Certified Fee	<i>3.45</i>
Return Receipt Fee (Endorsement Required)	<i>2.80</i>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>6.96</i>
<p>Sent To <i>15157851</i>  <i>Mark Andrew Isum</i></p> <p>Street, Apt. No.,  or PO Box No. <i>23821 Rockvale St NW</i></p> <p>City, State, ZIP+4®  <i>St. Francis, MN 55070</i></p>	
PS Form 3800, August 2006 <span style="float: right;">See Reverse for Instructions</span>	

English

Customer Service

USPS Mobile

Register / Sign In



# USPS Tracking®



Customer Service ›  
Have questions? We're here to help.



Get Easy Tracking Updates ›  
Sign up for My USPS.

Tracking Number: 70093410000047382101

Updated Delivery Day: Saturday, August 15, 2015

## Product & Tracking Information

Postal Product:  
First-Class Mail®

Features:  
Certified Mail™

## Available Actions

Text Updates

Email Updates

DATE & TIME	STATUS OF ITEM	LOCATION
August 17, 2015 , 4:13 pm	Delivered	SAINT FRANCIS, MN 55070
Your item was delivered at 4:13 pm on August 17, 2015 in SAINT FRANCIS, MN 55070.		
August 15, 2015 , 11:52 am	Notice Left (No Authorized Recipient Available)	SAINT FRANCIS, MN 55070
August 15, 2015 , 8:14 am	Arrived at Unit	SAINT FRANCIS, MN 55070
August 15, 2015 , 12:42 am	Departed USPS Facility	SAINT PAUL, MN 55121
August 14, 2015 , 12:23 am	Arrived at USPS Facility	SAINT PAUL, MN 55121
August 13, 2015 , 4:52 pm	Departed Post Office	SAINT FRANCIS, MN 55070
August 13, 2015 , 9:48 am	Picked Up	SAINT FRANCIS, MN 55070

### Track Another Package

Tracking (or receipt) number

Track It

### Manage Incoming Packages

Track all your packages from a dashboard. No tracking numbers necessary.



Sign up for My USPS ›

Before the St. Francis City Council  
St. Francis, Minnesota

In The Matter of the appeal by  
Mark A. Isum  
Regarding a dangerous dog  
Declaration for a Pit Bull mix dog  
named Diesel

City's Findings of Fact, Conclusion  
and Order

**INITIAL STATEMENT**

This matter came before the St. Francis City Council on September 8, 2015 upon a request for a hearing pursuant to Minnesota Statutes Section 347.541 and St. Francis City Code Section 8-3-1 dated August 20, 2015 signed by owner Mark A. Isum.

The record consisted of the following documents provided to the City Council prior to the hearing:

1. The August 20, 2015 Request for Hearing Pursuant to Minnesota Statutes Section 347.541 and St. Francis City Code Section 8-3-1.
2. St. Francis Police Department ICR for Case 15157851 for incident reported July 27, 2015.
3. August 11, 2015 letter from St. Francis Police Chief to Mark Andrew Isum.
4. Form (blank) to use in a request for a hearing pursuant to Minn. Stat. Sec. 347.541.
5. Minn. Stat. Sec. 347.541, 347.51, 347.515, 347.52, and 347.54
6. Citation #021515042519.
7. St. Francis Police Department ICR for Case 13181366 for incident reported August 12, 2013
8. St. Francis Police Department Notice of Potentially Dangerous Dog dated August 13, 2013.
9. St. Francis City Code pages 8-26 and 8-27 detailing T (Failure to Restrain an Attack by an Animal), U (Destruction of Dangerous Animals), and V (Appeals).
10. Certified mail slip showing receipt by Mark Isum on August 17, 2015.
11. Track/Confirm – delivery on August 17, 2015 at 4:13p.m.

c. Been found to be potentially dangerous, and after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

6. On or about August 12, 2013, an officer with the St. Francis police department responded to a call. In the course of that response, the officer determined that the above named dog when unprovoked, inflicted bites on a Connexus Energy employee on public or private property. See St. Francis Police Department ICR 13181366 (August 12, 2013).

7. The officer's determination that the above named dog named Diesel when unprovoked, inflicted bites on a Connexus Energy employee on public or private property on the date noted in Finding of Fact #6 is affirmed.

8. On or about July 27, 2015, an officer with the St. Francis police department responded to a call. In the course of that response, the officer determined that that the above named dog aggressively attacked and killed a domestic animal (cat) without provocation while off the owner's property. See St. Francis Police Department ICR 15157851 (July 27, 2015).

9. The officer's determination that the above named dog named Diesel aggressively attacked and killed a domestic animal (cat) without provocation while off the owner's property on the date noted in Finding of Fact # 8 is affirmed.

10. The incidents noted in Findings 6, 7, 8 and 9 establish that Diesel, the above-referenced dog, without provocation, inflicted bites on a human being on public or private property, and then subsequently in a separate incident, aggressively attacked and killed a domestic animal (cat) without provocation while off the owner's property.

11. On or about August 13, 2013, the owner was issued a Notice that the above-referenced dog was found to be potentially dangerous.

12. Following this Notice, on or about July 27, 2015, an officer with the St. Francis police department responded to a call. In the course of that response, the officer determined that that the above named dog aggressively attacked and killed a domestic animal (cat) without provocation while off the owner's property. See St. Francis Police Department ICR 15157851 (July 27, 2015).

13. The officer's determination that the above named dog named Diesel aggressively attacked and killed a domestic animal (cat) without provocation while off the owner's property on the date noted in Finding of Fact #12 is affirmed.

The Findings of Fact noted above, specifically including Findings of Fact #11, 12 and 13 support the determination of dangerous dog pursuant to Minn. Stat. Sec. 347.50, subd. 2(2) and 2(3), and St. Francis City Code Section 8-3-1(A)(3) (b) and (c):

Killed a domestic animal without provocation while off the owner's property;

or

Been found to be potentially dangerous, and after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

### CONCLUSIONS

1. The above dog named Diesel is a dangerous dog as defined in Minn. Stat. Sec. 347.50, Subd. 2(2) and 2(3).
2. The above dog named Diesel is a dangerous dog as defined in the St. Francis City Code at 8-3-1(A)(3)(b) and (c).
3. The Police Chief's determination in his August 11, 2015 letter is affirmed.

### ORDER

The owner will have 14 days from receipt of that decision to comply with all other requirements of Minnesota Statutes Sections 347.51, 347.515 and 347.52 as well as the St. Francis Code.

For the St. Francis City Council:

---

Mayor

Attest:

---

City Clerk

663053-v1

8/20/15

Dear City Council Members

We are proposing a change to the speed limit on Flintwood St NW. We request it to be lowered to 25 mph for the following reasons.

- ① It is an S shaped road where people keep cutting the corners and end up on the wrong side of the road going way to fast
- ② It is a dead end road that people run it to the stop sign (way faster than the posted 35 mph) especially the young people living at the end on the circle.
- ③ The road has ~~No~~ shoulder or strips and there is 3-5 people minimum that walk that road daily.
- ④ State guidelines say 30mph is the law for residential which is what St Francis has called this road.  
OVER

⑤ Our mail box has been hit 2 times & I have almost been hit at the end of my driveway.

⑥ There are LOTS of kids & people that are riding their bikes & walking the road and 35mph is too fast.

Thank you for your attention to this matter

Jennifer  
Knalla  
22997 Firstwood St NW  
St Francis MN 55070

## AGENDA REPORT

**TO:** Joe Kohlmann, City Administrator

**FROM:** Darcy Mulvihill, Finance Director

**SUBJECT:** Proposed levy/budget discussion

**DATE:** September 2, 2015

### **INTRODUCTION**

State law requires the City to certify its preliminary 2016 levy to the county by September 30, 2015. This levy then **cannot be increased** when the final levy is adopted in December. The council also needs to set the date that the budget and levy will be discussed in December which will also allow for public input.

### **BACKGROUND**

The 2015 levy was set at \$3,180,953. This included a General Fund Levy of \$3,160,053 and a Debt Service Levy of \$20,900.

The 2016 levy is proposed at \$3,212,763. This includes the General Operating Levy of \$3,171,393 and a debt service levy of \$41,370. The total increase is \$31,810 or 1%. The increase is due to an additional levy for the 2015 Street Improvements of \$20,470 and an additional \$11,340 to the General Operating Levy further designated to the Capital Improvements.

The General Operating Levy is broken down to the General Fund and to Capital Improvements. There has been \$191,340 designated to Capital Improvement to fund projects listed in the CIP Plan for 2016-2020.

The resolution also sets the date for the Public Hearing on the 2016 Levy and Budget for Monday December 7, 2015 at 6:00 pm as part of the regular city council meeting.

A median residential valued house is \$133,800 for pay 2016 values. Based on estimates, this means this 1% increase will raise a median valued house's city taxes by less than \$20 a year.

### **RECOMMENDATION**

Approve the adjustment of the debt service levy for 2007A Bonds and approve the preliminary levy along with the hearing dates.

### **BUDGET IMPACT**

The levy that is set will determine the level of the proposed expenditures for 2016.

Attachments:

1. Resolution 2015-40: Adjusting the Tax Levy for the GO Improvement and Utility Bonds of 2007.
2. Resolution 2015-41: Preliminary Approval of Proposed 2015 Tax Levy, Collectible in 2016
3. 2016 General Fund Proposed Budget

CITY OF ST. FRANCIS  
ST. FRANCIS, MN

RESOLUTION 2015-40

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 2016 be adjusted as follows:

<u>Bond description</u>	<u>Scheduled Levy</u>	<u>Adopted Levy</u>
G.O. Improvement and Utility Revenue Bonds – 2007A	\$16,055.42	\$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 2016 by \$4,844.58.

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

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2015.

APPROVED:

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

ATTEST:

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

CITY OF ST. FRANCIS  
ST. FRANCIS, MN

RESOLUTION 2015-41

A RESOLUTION PROVIDING PRELIMINARY APPROVAL OF A PROPOSED  
2015 TAX LEVY, COLLECTIBLE IN 2016 And  
SETTING BUDGET PUBLIC HEARING DATE

WHEREAS, State law requires that the City Council give preliminary approval of a proposed tax levy for 2015 payable in 2016 by September 30, 2015.

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

1. To adopt the preliminary maximum tax levy payable in 2016 against taxable property in the City of St. Francis at:

<b>General Operating Levy</b>	
General Fund	\$ 2,980,053.00
Capital Improvements Fund	191,340.00
<b>Total General Operating Levy</b>	<u>3,171,393.00</u>
<b>Debt Service Levy</b>	
2007A Debt Service	\$ 20,900.00
2015A Debt Service	20,470.00
<b>Total Debt Service Levy</b>	<u>\$ 41,370.00</u>
<b>Total Levy</b>	<u>\$ 3,212,763.00</u>

2. To Set the date for consideration of the final levy and consideration of the 2015 Budget shall be set as Monday, December 7, 2015 at 6:00 pm at the ISD #15 CENTRAL SERVICES CENTER (DISTRICT OFFICES) AT 4115 AMBASSADOR BLVD. NW.

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

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 8<sup>th</sup>  
DAY OF SEPTEMBER, 2015.

ATTEST:

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

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



City of  
**St. Francis**  
Minnesota



**2016 PROPOSED BUDGET**

## Memorandum

**TO:** Joe Kohlmann, City Administrator  
**FROM:** Darcy Mulvihill, Finance Director  
**SUBJECT:** Proposed levy  
**DATE:** August 20, 2015

### **INTRODUCTION**

State law requires the City to certify its preliminary levy to the county by September 30, 2015. This levy then **cannot be increased** when the final levy is adopted. The council also needs to set the date that the budget and levy will be discussed in December which will also allow for public input.

### **BACKGROUND**

The 2015 levy was set at \$3,180,953. This included a General Fund Levy of \$3,160,053 and a Debt Service Levy of \$20,900. For 2016, the General Fund Levy will remain at \$3,160,053 but \$180,000 will be designated to the Capital Equipment Fund. The debt service levy will be increasing to pay for the 2015 Street Improvements. We are working on this with Northland Securities, but looks like that increase will be less than \$30,000. This means that the overall levy will increase by 1% or less. The proposed 2016 General Fund budget is balanced at \$0. The preliminary levy will be set in September with final approval in December.

CITY OF ST. FRANCIS, MINNESOTA  
**GENERAL FUND (101)**  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

	2014 ACTUAL	2015 BUDGET	2015 ESTIMATE	2016 BUDGET
<u>Revenues:</u>				
Property Taxes	\$3,037,312	\$3,147,200	\$3,147,200	\$2,955,000
Licenses and permits	94,205	103,271	103,271	140,610
Fines and forfeits	49,635	30,551	30,551	36,700
Intergovernmental	567,935	597,434	597,434	602,143
Charges for services	413,654	393,511	393,511	397,205
Miscellaneous	200,985	150,756	150,756	144,685
Total revenues	<u>4,363,726</u>	<u>4,422,723</u>	<u>4,422,723</u>	<u>4,276,343</u>
<u>Expenditures:</u>				
General Government	848,383	781,350	781,350	815,445
Public Safety	1,713,482	1,842,832	1,842,832	1,835,338
Public Works	588,356	809,120	809,120	692,830
Culture and Recreation	307,776	367,020	367,020	302,630
Community Development	226,366	257,082	257,082	324,000
Miscellaneous	16,157	15,319	15,319	6,100
Total expenditures	<u>3,700,520</u>	<u>4,072,723</u>	<u>4,072,723</u>	<u>3,976,343</u>
Excess (deficit) of revenues over expenditures	663,206	350,000	350,000	300,000
Other financing sources (uses):				
Operating transfers in (out):				
Municipal Liquor Operations	66,685	60,000	60,000	60,000
Capital Projects Fund	-	-	-	-
Fire Truck Replacement Fund	(50,000)	(50,000)	(50,000)	(50,000)
Debt Service	(340,000)	(360,000)	(360,000)	(360,000)
Total other financing sources (uses)	<u>(323,315)</u>	<u>(350,000)</u>	<u>(350,000)</u>	<u>(300,000)</u>
Net change in fund balance	339,891	0	0	0
Fund balance - January 1	<u>2,249,166</u>	<u>2,077,689</u>	<u>2,589,057</u>	<u>2,589,057</u>
Fund balance - December 31	<u>\$2,589,057</u>	<u>\$2,077,689</u>	<u>\$2,589,057</u>	<u>\$2,589,057</u>
Fund balance/revenues	59.3%	47.0%	58.5%	60.5%
Fund balance/expenditures	70.0%	51.0%	63.6%	65.1%
Fund balance/# of mths of expenditures	8.4	6.1	7.6	7.8
Fund balance/revenues	State auditor recommends 35% - 50%			60.5%
Fund balance/# of mths of expenditures	State auditor recommends 5 months			7.8

## **AGENDA REPORT**

**TO:** Joe Kohlmann, City Administrator  
**FROM:** Darcy Mulvihill, Finance Director  
**SUBJECT:** **Reimbursement Resolution and Engagement of Northland Securities  
as Underwriter of 2015 Bond Issues**  
**DATE:** September 2, 2015

### **INTRODUCTION**

The city has bid projects in 2015 that need to be funded through a bond financing issue. The city has been waiting to get the all the projects bid before starting the bond sale process. The process of selling bonds will now start with the final bond sale happening in October, but the city will need to make payments on the contracts. We need to declare that we intend to reimburse ourselves for these costs out of the bond proceeds.

### **BACKGROUND**

The city has accepted bids on the 2015 Street Improvements, the Wastewater Treatment Plant and they will be looking at the bids for the 2015 Bridge Street Utility Improvements. These all will be funded by the 2015 Bonds. The Wastewater Treatment Plant is ultimately going to be finance through the MN PFA, but a recent call from Becky Sabie informed the city that it might be eligible for \$4,000,000 more in grant funds if the city could temporary fund the costs until June or July of 2016. Estimated payments on the current contract would be about \$16,200,000 up to that timeframe. Northland is proposing to finance this with a 1 year bond that will be paid when we close on the PFA loan. Northland is also proposing to do a direct negotiation of the bond sales instead of the open market to allow the city to get funding sooner as the expected costs will exceed what the city can pay in the next few months.

### **RECOMMENDATION**

Approve the Reimbursement Resolution attached thereby allowing the city to pay current contracts and reimburse itself from the bond proceeds. Also approve signing of the engagement letter with Northland Securities.

### **BUDGET IMPACT**

None

Attachments:

1. RESOLUTION 2015-42 ESTABLISHING PROCEDURES RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

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

**RESOLUTION 2015-42**

**RESOLUTION ESTABLISHING PROCEDURES  
RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND  
REGULATIONS UNDER THE INTERNAL REVENUE CODE**

BE IT RESOLVED by the City Council (the "Council") of the City of St. Francis, Minnesota (the "City"), as follows:

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

(b) The Regulations generally require that the City (as the issuer of or the primary obligor under the bonds) make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

(c) The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

(d) The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application, to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the Administrator to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

(a) Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

(c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City doesn't reasonably expect that reimbursement bonds will be issued to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

(d) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations. If the City is acting as the issuer of the reimbursement bonds, the designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Adopted this 8<sup>th</sup> day of September, 2015, by the St. Francis City Council.

---

Steve Kane, Mayor of St. Francis

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the City of St. Francis, Minnesota, hereby certifies the following:

The foregoing is true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution 2015-42 relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular city council meeting of the Council held on September 8, 2015. Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Councilmember \_\_\_\_\_ moved the adoption of the Resolution, which motion was seconded by Councilmember \_\_\_\_\_. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

Whereupon said Resolution 2015-42 was declared duly passed and adopted. The Resolution is in full force and effect and no action has been taken by the Council which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the Clerk of the City of St. Francis, Minnesota, this 8th day of September, 2015.

---

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

EXHIBIT A

Declaration of Official Intent

The undersigned, being the duly appointed and acting Clerk of the City of St. Francis, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the City as follows:

1. The undersigned has been and is on the date hereof duly authorized by the St. Francis City Council to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.

2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:

2015 Street Improvements-\$300,000  
2015 Bridge Street Utility Improvements-\$800,000  
2015 WWTP-\$4,000,000.

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$5,100,000 is the maximum principal amount of the Bonds which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Date: September 8, 2015

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

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

**RESOLUTION 2015-43**

**A RESOLUTION DECLARING SURPLUS  
PROPERTY AND AUTHORIZING THE DISPOSAL  
OF SAID PROPERTY**

WHEREAS, Section 8-7-3 of the St. Francis City Code entitled "Disposal of Excess Property" outlines the procedure for disposal of City owned property; and

WHEREAS, pursuant to Section 8-7-3, the City has identified property owned by the City that is no longer needed for municipal service; and

WHEREAS, by the City Council of the City of St. Francis that the following property is hereby classified as surplus property, with the approximate value said property assigned as follows:

<b>Police Recovered Property</b>	<b>Value</b>
Bikes to Construction Power Tools	No Value to \$400.00

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2015.

APPROVED:

ATTEST:

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

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

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

**RESOLUTION 2015-44**

**FIREFIGHTER DECLARATION INTO PERA**

WHEREAS, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for non-full-time firefighters provided the fire service position regularly engages in the hazards of firefighting as an employee of a designated fire department.

BE IT RESOLVED that the City Council, of the City of St. Francis hereby declares that the position of Part Time Fire Chief is, for primary services provided, that of a firefighter engaged in the hazards of firefighting.

BE IT FURTHER RESOLVED, that this governing body hereby requests that Matt Kohout holding the above named position be accepted as a member of the Public Employees Police and Fire Plan effective the date of this resolution.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2015.

APPROVED;

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

ATTEST:

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

STATE OF MINNESOTA  
COUNTY OF ANOKA

I, Barbara I. Held, City Clerk of St. Francis, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 8<sup>th</sup> day of September, 2015; the original of which is on file in this office. I further certify that \_\_\_\_\_ members voted in favor of this resolution and that \_\_\_\_\_ members were present and voting.

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

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

Proclamation Resolution  
No. 2015-45

*October of 2015 is proclaimed 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 proclaims to be Domestic Violence Awareness Month on September 8, 2015.

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

ATTEST:

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

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

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BGS

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DAVID R. SCHAPS  
THOMAS R. WENTZELL

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

## MEMORANDUM

TO: Honorable Mayor and City Councilmembers,  
Joe Kohlmann, City Administrator

FROM: Scott Lepak, City Attorney, and David Schaps, Assistant City Attorney

RE: Summary of New Cable Television Franchise Agreement with Midcontinent  
Communications

DATED: September 2, 2015

Please allow this memorandum to provide a summary of the terms of a proposed new cable television franchise agreement/ordinance with Midcontinent Communications. Midcontinent, as the "Grantee" in the franchise agreement, is allowed to operate and maintain its facilities in the city. This consists primarily of locating and maintaining its wires for a cable television system to its subscribers in the public right of way. Listed below is a summary of some of the key points of the new franchise agreement/ordinance that has been negotiated by the City Attorney's office and Midcontinent.

### Section 2 – General Provisions.

*Term.* Franchise term is 15 years, and is non-exclusive.

*Installation.* The franchise continues to provide for no charge to residents for installations of 300 feet or less, which is consistent with the current franchise. Subscribers continue to be responsible for installations exceeding 300 feet, which is also consistent with the current franchise.

*Complimentary Service.* The Grantee is required to provide drops with complimentary basic cable service and the next highest level to all city office buildings, libraries, and all public and accredited private schools in the City. A list of those facilities has been attached to the proposed new franchise agreement. This service includes providing complimentary converters to allow receipt of the cable signal to these entities.

*PEG Channel.* The Grantee must continue to maintain one channel for public, educational, and governmental uses ("PEG") on the basic cable service tier. Additional channels may be required if the use of the channel meets certain thresholds.

*PEG Access Fee.* The current franchise agreement required the cable operator to provide certain minimum equipment to operate the PEG cable channel. A mechanism has been created to allow the city to obtain new equipment as needed to continue to operate the channel, and to elect to have a small PEG Access fee activated and collected by the Grantee to pay for the equipment costs. This would be a separate fee from the franchise fees collected by the Grantee. The City also has the option to use other capital funds to pay for the equipment if it wishes to do so.

**Section 3 - Construction Standards.** The agreement lays out the construction standards that the Grantee must follow, provides for the repair of streets and other property, and delineates the conditions of utilizing streets. It also addresses erecting, using and removing poles, and outlines the Grantee's ability to trim trees to protect its wires subject to the reasonable approval of the City.

**Section 4 - System Provisions.** The agreement calls for the minimum technical provisions of the system, as well as operation, maintenance and testing of the system.

**Section 5 - Service Provisions.** The Grantee may not charge subscribers for disconnection of the cable service, and must maintain a toll free service number. In addition, the Grantee must maintain records of complaints and their resolution, and must provide a summary this information to the City upon request on a bi-annual basis.

**Section 6 - Operation and Administration Provisions.**

*Indemnification and Insurance.* During the duration of the franchise, The Grantee must indemnify and hold the City harmless for all acts other than the negligence or willful conduct of a member of the City, and must maintain insurance in conformity with Minn. Statutes Chapter 466.

*Franchise Fees.* The City will continue to collect a franchise fee in the amount of 5% of gross revenues. The definition of gross revenues has been negotiated as the same language located in the current franchise. This means the City will maintain fees at the current level, and customers accessing cable television services will not see an increase on their monthly bills.

**Section 7 - Remedies for Abandonment, Foreclosure and Receivership.** In the event that the Grantee was to abandon, undergo foreclosure of assets or enter receivership, the City has various remedies to address each situation.

*Security Fund and Right to Revoke the Franchise.* The prior franchise required the Cable operator to maintain a \$1000 deposit with the City in case a violation of the franchise was found. The new agreement removes the deposit, but requires Grantee to post a \$10,000 letter of credit or performance bond within fourteen days of notification by the City that there is a violation of the franchise. Procedures have been included to allow the City to draw upon the funds if required,

and a process has been inserted for the cable operator to contest the violation. Procedures are also in place providing for the revocation of the franchise under certain conditions. Further, Grantee may not transfer the franchise without the approval of the City, which may not be unreasonably withheld. The City also has a first right of refusal and the option to purchase the system should it wish to do so.

**Section 8 - Additional Rights.** The agreement also addresses the rights of subscribers and provides for their privacy in accessing the cable television system, and allows the City to periodically evaluate the system at its discretion.

Overall, the franchise agreement that has been negotiated with Midcontinent represents a fair and reasonable agreement, and addresses all of the major aspects that any new franchise should contain. Therefore, we recommend the City Council consider adopting the first reading of the new cable franchise agreement/ordinance with Midcontinent Communications as presented at its upcoming September 8, 2015 City Council meeting.

Please do not hesitate to contact our office if you have any questions or need any additional information.

## **Exhibit A**

### **List of Public Institutions to be Provided with Complimentary Service**

St. Francis City Hall  
23340 Cree St NW  
St Francis, MN 55070

St. Francis Police Station  
4058 St. Francis Blvd NW  
St. Francis, MN 55070

St Francis Public Works Department  
4020 St Francis Blvd NW  
St Francis, MN 55070

St Francis Public Works/School District  
4058 St Francis Blvd NW  
St Francis, MN 55070

St Francis Public Library  
3519 Bridge St NW  
St Francis, MN 55070

St. Francis Fire Station  
3740 Bridge Street NW  
St. Francis, MN 55070

St. Francis Municipal Liquor Store  
23307 St. Francis Blvd  
St. Francis, MN 55070

Independent School District 15 Central Services Center  
4115 Ambassador Blvd NW  
St Francis, MN 55070

Cedar Creek Community School  
21108 Polk Street NE  
Cedar, MN 55011

Crossroads School and Vocational Center  
4111 Ambassador Blvd. NW  
St. Francis, MN 55070

East Bethel Community School  
21210 Polk Street NE

Cedar, MN 55011

Lifelong Learning Center  
18900 Cedar Drive NW  
Oak Grove, MN 55011

St. Francis Elementary  
22919 St. Francis Boulevard NW  
St. Francis, MN 55070

St. Francis Middle School  
23026 Ambassador Blvd. NW  
St. Francis, MN 55070

St. Francis High School  
3325 Bridge Street NW  
St. Francis, MN 55070

Sandhill Center  
23820 Dewey Street NW  
Bethel, MN 55011

Oak Land Area Learning Center (Cambridge School District)  
22970 Butterfield Drive  
St. Francis, MN 55070

St Francis Christian School  
22940 St Francis Blvd NW  
St Francis, MN 55070

Trinity Lutheran School  
3812 229<sup>th</sup> Avenue NW,  
St. Francis, MN 55070

660220-v1

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

**ORDINANCE 204, SECOND SERIES**

**AN ORDINANCE GRANTING A FRANCHISE TO MIDCONTINENT COMMUNICATIONS TO MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF ST. FRANCIS, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS**

The City Council of the City of St. Francis, Minnesota ("City") ordains:

**FINDINGS**

In the review of the application of Midcontinent Communications, ("Grantee"), and as a result of a public hearing, the City makes the following findings:

- 1.) The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard; and
- 2.) Grantee's plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard; and
- 3.) The Franchise granted to Grantee complies with the existing applicable Minnesota Statutes, federal laws, and regulations; and
- 4.) The Franchise granted to Grantee is nonexclusive.

**SECTION 1.**

**SHORT TITLE AND DEFINITIONS**

- 1.) Short Title. This Cable Communications Ordinance shall be known and cited as the Franchise.
- 2.) Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.
  - (a) "Actual Cost" means Grantee's cost without any increase due to interest or profit.
  - (b) "Applicable Laws" means any local law, or federal or State statute, law, regulation, or other final legal authority governing any of the matters addressed in this Franchise.

(c) "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. §543(b)(7).

(d) "Cable Programming Service" means any Video Programming provided over a Cable System, regardless of service tier, including installation or rental of equipment used for the receipt of such Video Programming, other than:

- (1) Video Programming carried on the Basic Service Tier;
- (2) Video Programming offered on a pay-per-channel or pay-per-program basis; or
- (3) A combination of multiple channels of pay-per-channel or pay-per-program Video Programming offered on a multiplexed or time-shifted basis so long as the combined service:
  - a. consists of commonly-identified Video Programming; and
  - b. is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. §543(l)(2) and 47 C.F.R. 76.901(b) (1993).

(e) "Cable Service" means the one-way transmission to Subscribers of Video Programming, or other programming service, and Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming service.

(f) "Cable System" or "System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:

- (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations;
- (2) a facility that serves Subscribers without using any public right-of-way;
- (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. §541 (c) to the extent such facility is used in the

transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

- (4) an open video system that complies with 47 U.S.C. §573; or any facilities of any electric utility used solely for operating its electric utility systems.
- (g) “City” means the City of St. Francis, a municipal corporation, in the State of Minnesota, acting by and through its City Council.
- (h) “City Code” means the Municipal Code of Ordinances of St. Francis, Minnesota.
- (i) “Converter” means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.
- (j) “Class IV Cable Communications Channel” means a signaling path provided by a Cable System to transmit signals of any type from a Subscriber terminal to another point in the System.
- (k) “Council” means the governing body of the City.
- (l) “Drop” means the cable that connects the ground block on the Subscriber's residence to the nearest feeder cable of the System.
- (m) “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- (n) “Franchise” means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. §546) issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System or an MVPD System.
- (o) “Franchise Fee” means any tax, fee or assessment of any kind imposed by the City or any other Governmental Authority on a Grantee or cable Subscriber, or both, solely because of their status as such. The term “Franchise Fee” does not include: (i) any tax, fee or assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable subscribers); (ii) requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification,

penalties or liquidated damages; or (iii) any fee imposed under Title 17 of the United States Code.

(p) "Governmental Authority" means any court or other federal, state, county, municipal or other governmental department, commission, board, agency or instrumentality.

(q) "Grantee" is Midcontinent Communications, its agents and employees, lawful successors, transferees or assignees.

(r) "Gross Revenues" means all revenue derived directly or indirectly by Grantee, its affiliates, subsidiaries, parent, and any person in which Grantee has a financial interest of five percent (5%) or more from or in connection with the operation of the System, including by not limited to, fees for Basic Service, pay cable fees, installation and reconnection fees, leased channel fees, converter rentals, income earned from deposits (excluding deposits themselves), studio rental, production equipment and personnel fees, and advertising revenues. The term does not include any taxes on services furnished by Grantee and imposed directly upon any subscriber or user in the State, City or other governmental unit. Gross Revenues shall not include revenues for signals originating in or passing through the franchise area for transmission to a cable system or subscriber without the franchise area unless Grantee receives revenue for such signal which has not already otherwise been directly or indirectly subject to a franchise fee or similar tax, in which case said revenues will be considered Gross Revenues for the purpose of the franchise.

(s) "Installation" means the connection of the System from feeder cable to the point of connection, including Standard Installations and custom installations.

(t) "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable System.

(u) "Multichannel Video Program Distributor" or "MVPD" means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, an Open Video Services provider, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(v) "Open Video Services or OVS" means any video programming Services provided to any person by a Person certified by the FCC to operate an Open Video System pursuant to Section 47 U.S.C. 573, as may be amended, regardless of the facilities used.

(w) "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.

(x) "PEG" means public, educational and governmental. Reference to "access channels" shall mean "PEG Access Channels."

(y) "Person" means any individual or any association, firm, general partnership, limited partnership, joint stock company, joint venture, trust, corporation, limited liability company or other legally recognized entity, private or public, whether for-profit or not for-profit entity."

(z) "Standard Installation" means any residential installation which can be completed using a Drop of three hundred (300) feet or less.

(aa) "State" means the State of Minnesota.

(bb) "Service Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted.

(cc) "Street" means any street, alley, other land or waterway, dedicated or commonly used for utility purposes, including general or utility easements in which the City has the right and authority to authorize, regulate or permit the location of facilities other than those of the City. "Street" shall not include any real or personal City property that is not specifically described in the previous sentence and shall not include City buildings, fixtures, and other structures or improvements, regardless of whether they are situated in the public right-of-way.

(dd) "Subscriber" means any Person who lawfully elects to subscribe to Cable Service via the System. In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant or occupant.

(ee) "Tap" means a device which connects a Drop to the Feeder Cable.

(ff) "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## SECTION 2.

### GRANT OF AUTHORITY AND GENERAL PROVISIONS

1.) Franchise Required. It shall be unlawful for any Person to construct, operate or maintain a Cable System or to offer Cable Service in City unless such Person or the Person for whom such action is being taken shall have first obtained and shall currently hold a valid franchise. The City

shall at all times comply with the Minnesota level playing field statute at Minn. Stat. Section 238.08 and any other applicable State or federal level playing field requirements.

2.) Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.

3.) Grant of Nonexclusive Authority.

a) The Grantee shall have the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, alleys, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto in City poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the City of a Cable System as herein defined. The Cable System constructed and maintained by the Grantee or its agents shall not interfere with other uses of Streets. Grantee shall make use of existing poles and other facilities available to Grantee to the extent it is commercially reasonable to do so.

(b) Grantee shall have the authority to use City easements public rights-of-way, Streets and other conduits for the distribution of Grantee's System. The City may require all developers of future subdivisions to all and accommodate the construction of the System as part of any provisions for utilities to serve such subdivisions.

(c) This Franchise shall be nonexclusive, and City specifically reserves the right to grant at any time, such additional franchises for a Cable System as it deems appropriate subject to Applicable Laws. The City also specifically reserves the right to operate a municipal Cable System pursuant to Applicable Laws.

(d) Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description (B) be construed as a waiver of any code or ordinances promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the streets.

(e) The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provisions of Cable Service and of the Cable System in the City and may only be amended by the mutual consent of the City and the Grantee. The Grantee, through this Franchise, is granted the right to construct, maintain, and operate its Cable System using the Streets within the City compliance with City Code, ordinance or any regulation of the City, as may be amended periodically. The Grantee specifically agrees to comply with the lawful and nondiscriminatory provisions of the City Code, ordinance or any regulation of the City. Subject to the police power exception listed below, in the event of a conflict between A) the lawful, nondiscriminatory provisions of the City Code, ordinance, or applicable nondiscriminatory regulations of the City and B) this Franchise, the express provisions.

(f) Subject to express federal and State preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to the City Code, ordinances or any regulation of the City, except the lawful exercise of the City's police power.

(g) This Franchise complies with the Minnesota franchise standards set forth in Minn. Stat. 238.084. The City and Grantee shall conform to Minnesota laws promulgated subsequent to the date of this Franchise. The City and Grantee shall conform to federal laws and regulations as they become effective.

(h) Grantee shall have the right to conduct direct selling in Franchise Area, including door to door sales, notwithstanding any peddler or solicitor laws or regulations to the contrary, provided however that Grantees' agents or employees who are conducting any such door to door sales shall display appropriate identification badges identifying themselves as agents or employees of Grantee, and shall notify City at least 24 hours in advance of conducting any such door to door sales or solicitations.

4.) Franchise Term.

(a) This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless renewed, revoked, or terminated sooner as herein provided.

5.) Previous Franchises. Upon acceptance by Grantee as required by Section 9 herein, this Franchise shall supersede and replace any previous Ordinance or Agreement granting a Franchise to Grantee to own, operate and maintain a Cable System within the City area.

6.) Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise, and to assure uninterrupted Service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the rules of the FCC, the laws of the State of Minnesota, City, or any other body having lawful jurisdiction thereof.

7.) Territorial Area Involved. This Franchise is granted for the corporate boundaries of the City, as it exists from time to time. It shall be the responsibility of the City to notify Grantee of the annexation of new territories into the corporate boundaries. In the event of annexation by the City, or as development occurs, any new territory shall become part of the area covered, provided, however, that Grantee shall not be required to extend service beyond its present System boundaries unless there is a minimum of twenty (20) homes per cable mile as measured from the last fiber node or terminating amplifier, or ten (10) per half mile, etc. Access to Cable Services shall not be denied to any group of potential residential cable Subscribers because of the income of the residents in the area in which such group resides. Grantee shall complete the installation as soon as possibility considering weather conditions. Grantee shall be given twelve (12) months

to construct and activate cable plant to service annexed or newly developed areas which meet line extension criteria established in this section.

(a) Any residential unit located within three hundred (300) feet from the closest technically feasible Tap shall be connected to the Cable System at no charge other than the Standard Installation charge. After Service has been established by activating trunk and/or distribution cables which are within three hundred (300) feet from the closest technically feasible Tap for a requesting Subscriber, Grantee shall provide Cable Service to any requesting Subscriber within that Service Area within sixty (60) days from the date of request weather permitting, provided that the Grantee is able to secure all rights-of-way necessary to extend Service to such Subscriber within such sixty (60) day period on reasonable terms and conditions.

(b) If a Subscriber requires a non-Standard Installation (*e.g.* a Drop in excess of three hundred (300) feet), Grantee shall, upon request, provide a quote for construction of the non-Standard Installation and shall establish a mutually acceptable payment schedule not to exceed one (1) calendar year. For residential Installations only, Grantee shall be responsible for all costs of the Standard Installation and the Subscriber shall be responsible for the Actual Cost of any construction required beyond the cost of the Standard Installation.

(c) Where the density equivalent is less than of six (6) dwelling units per one-quarter cable mile, as measured from the closest technically feasible Tap on the Cable System, the City may request that Grantee provide the City with a free written estimate of the Actual Cost of any required construction. Such written request will be provided to City within thirty (30) days of such request. If the City so elects in its sole discretion, the City and Grantee, on mutually agreeable terms, may agree that Grantee shall complete construction to a specified area where the density is below six (6) dwelling units per one quarter cable mile so long as the City is willing to be responsible for one half (1/2) of the Actual Cost of any construction. The City and Grantee agree to work cooperatively to share work orders and related written materials necessary to allow verification of the cost sharing set forth in this paragraph.

8.) Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or the City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City

City of St. Francis  
Attn: City Administrator  
23340 Cree St. NW  
St. Francis, MN 55070  
Ph. (763)-753-2630

If to Grantee:

Nancy Vogel  
Director of Regulatory Finance  
Midcontinent Communications  
3901 North Louise Avenue  
Sioux Falls, SD 57107  
Ph. (605) 357-5485  
notices@mimi.net

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

9.) Drops to Public Buildings. Grantee shall provide Standard Installation of one (1) cable Drop, one (1) cable outlet, and monthly Basic Cable Service and the next highest penetrated level of Service generally available to all Subscribers, and if applicable, Converters or similar terminal equipment necessary to receive such Cable Services without charge ("Complimentary Service") to all City office buildings, libraries and all public and accredited private elementary and secondary schools, excluding home schools, located in the City, and such other public institutions which the City may designate in writing to Grantee in substitution thereof or addition thereto. The current list is attached hereto as Exhibit A.

Redistribution of Complimentary Service provided pursuant to this section shall be allowed within the building to which the service is provided and so long as the redistribution is not to another separate entity. Additional Drops and/or outlets in any of the above locations will be provided by Grantee at the cost of Grantee's time and material. Alternatively, at the institution's request, said institution may add outlets at its own expense, as long as such installation meets Grantee's technical standards. Nothing herein shall be construed as requiring Grantee to extend the System to serve additional institutions as may be designated by the City. Grantee shall have one (1) year from the date of City Council designation of additional institution(s) to complete construction of the Complimentary Service, subject to weather related issues and Grantee's access to any necessary rights of ways, easements, and the public building on reasonable terms and conditions.

10.) Public, Educational and Government (PEG) Access.

(a) Grantee shall offer to each of its Subscribers who receive all or any part of the Cable Services offered on the System, reception of one PEG Access Channel, which shall be fully available to every Basic Cable Service tier Subscriber at no additional charge beyond the charge imposed for the Basic Cable Service tier.

(b) Grantee shall use its best efforts to limit any Public Access Channel location changes to times only when absolutely necessary. In those instances when an Access Channel is moved, Grantee shall provide adequate notice to the public at least Ninety (90) days before and after any change of location advising the public of the new location for the programming.

(c) Whenever the PEG Access Channels, are in use during eighty percent (80%) of the weekdays, Monday to Friday, for eighty percent (80%) of the time during any consecutive three (3) hour period for six (6) weeks running, and there is demand for use of an additional channel for the same purpose, the Grantee shall then have six (6) months in which to provide a new specially designated PEG Access Channel for the same purpose, provided that provision of the additional channel or channels must not require the cable system to install converters.

(d) PEG Access Operating Support. Within one-hundred twenty (120) days after the City notifies Grantee of its election to institute a PEG Access Fee, Grantee shall pay the City the amount the City has elected as the total fee to be used solely to support PEG Access in a manner consistent with Applicable Law ("PEG Fee"). Grantee shall be authorized to collect a monthly amount not to exceed Two Dollars (\$2.00) per month per subscriber to be reimbursed for the amount of the PEG Fee provided to the City by Grantee. This monthly reimbursement shall cease at such time as Grantee is made whole for the full PEG Fee amount. The City need not expend the PEG Fees immediately but rather may place them in a designated account to be used for PEG capital purchases over the term of the Franchise. Grantee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the PEG Access support. The PEG Fee shall not be deemed "Franchise Fee" as defined in 47 U.S.C. § 542. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. §542 or other Applicable Laws.

(e) Compliance with Minnesota Statutes Chapter 238. In addition to the requirements contained in this Section of this Franchise, Grantee and City shall comply with the PEG requirements mandated by Minn. Stat, 238.084.

11.) Emergency Alert System. At all times during the term of this Franchise, the Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable Federal law and regulation including 47 C.F.R., Part 11.

## SECTION 3.

### CONSTRUCTION STANDARDS

1.) Construction Codes and Permits.

(a) Grantee shall obtain and pay for all necessary permits from City before commencing any construction upgrade or extension of the System, including the opening or disturbance of any Street, or private or public property within City but excluding any permit fees for Drops. Grantee shall strictly adhere to all State and local laws, the City Code, ordinance or any regulation of City, and building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the System in City and give due consideration at all times to the aesthetics of the property.

(b) The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and to make such tests at its own expense as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law.

2.) Repair of Streets and Property. Any and all Streets or public property or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, consistent with applicable City Code. If Grantee shall fail to promptly perform the restoration required herein, the City shall have the right to pursue such remedies as are provided for in its City Code.

3.) Conditions on Street Use.

(a) Nothing in this Franchise shall be construed to prevent the City from constructing, maintaining, repairing, or relocating sewers; grading, paving, maintaining, repairing or relocating any Street; constructing, laying down, repairing, maintaining or relocating water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

(b) Consistent with applicable City Code, all System transmission and distribution structures, lines and equipment erected by the Grantee within City shall be located within the City's corporate limits shall be located so as not to obstruct or interfere with the proper use of Streets, alleys, and other public ways and places, and to cause minimum interference with the rights of property owners who abut any of the said Streets, alleys, and other public ways and places, and not to interfere with existing public utility installations. The Grantee shall also file updates of such maps, plats, and permanent records annually if changes have been made in the System.

(c) Consistent with applicable City Code, if at any time during the period of this Franchise, the City shall elect to alter, or change the grade or location of any Street, alley or other public way, the Grantee shall, at its own expense, upon reasonable notice by the City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures

of the System, and in each instance comply with the standards and specifications of the City. If public funds are available to any company using such Street, easement, or right of way for purposes of defraying the cost of any of the foregoing, such funds shall be also made available to the Grantee on a proportional basis.

(d) In those areas of the City where Grantee's cables are located on the above-ground transmission or distribution facilities of the public utility providing telephone or electric power service, and the event that the facilities of both such public utilities subsequently are placed underground, then the Grantee likewise shall construct, operate, and maintain its transmission and distribution facilities underground, at Grantee's cost. Certain of Grantee's equipment, such as pedestals, amplifiers, and power supplies, which normally are placed above ground, may continue to remain above-ground closures.

(e) The Grantee shall, on request of any Person holding a moving permit issued by the City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid in advance by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.

(f) Nothing contained in this Franchise shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities.

4.) Undergrounding of Cable.

(a) Grantee shall be granted access to any easements granted to a public utility, municipal utility, or utility district in any areas annexed by the City or new developments.

(b) In those areas of the City where transmission or distribution facilities of all the public utilities providing telephone and electric power service are underground, the Grantee likewise shall construct, operate, and maintain its transmission and distribution facilities therein underground.

5.) Erection, Removal and Joint Use of Poles. No poles, conduits, or other wire-holding structures shall be erected or installed by the Grantee without prior approval of the City with regard to location, height, type and other pertinent aspects.

6.) Trimming of Trees. Grantee shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets any public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee. Franchise Authority representatives shall have authority to supervise and reasonably approve all trimming conducted by Grantee except in cases of emergency where advance notification of required tree trimming may not be possible.

7.) Safety Requirements. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices

for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

## SECTION 4.

### SYSTEM PROVISIONS

1.) Operation and Maintenance of System. The Grantee shall render effective service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. The System shall be capable of providing at least 60 downstream video channels. Grantee shall construct, install, operate, and maintain its System in a manner consistent with all Applicable Laws and the FCC technical standards. In addition, Grantee shall make available to the City, upon request, a written report of the results of the Grantee's periodic proof of performance tests conducted pursuant to FCC standards and guidelines.

(a) Repeated and verified failure to maintain specified technical standards shall constitute a material breach of the Franchise.

(b) All construction practices shall be in accordance with all applicable sections of the Occupational Safety and Health Act of 1970, as amended, as well as all other Applicable Laws.

(c) All installation of electronic equipments at the time of installation shall be of permanent nature, durable and installed in accordance with the provisions of the National Electrical Safety Code and National Electric Code, as amended, and as said code may be amended from time to time.

(d) Antennae and their support structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other Applicable Laws.

(e) All programming decisions remain the sole discretion of Grantee subject to the City's rights pursuant to 47 U.S.C. § 545. Grantee shall comply with federal law regarding notice to City and Subscribers prior to any Channel additions, deletions, or realignments, subject to City's rights pursuant to 47 U.S.C. § 545.

2.) Technical Standards. The System shall comply, at minimum, with the technical standards promulgated by the FCC's rules and regulations and found in Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

3.) Special Testing. City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing. Before ordering such tests, Grantee shall be afforded thirty (30) days to correct problems or complaints upon which tests were ordered. The City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed

without correction of the matter in controversy or unresolved complaints, the tests shall be conducted by a qualified engineer selected by City. In the event that special testing is required by City to determine the source of technical difficulties, the cost of said testing shall be borne by the Grantee if the testing reveals the System does not meet FCC technical specifications. If the testing reveals the System does meet FCC technical standards, then the cost of said test shall be borne by City.

4.) Lockout Device. Upon the request of a Subscriber, Grantee shall provide by sale or lease a Lockout Device.

5.) Nonvoice Return Capability. Grantee is required to use cable having the technical capacity for nonvoice return communications.

6.) FCC Reports. Upon request, the results of tests required to be filed by Grantee with the FCC shall also be copied to the City and located in the Grantee's public file.

## SECTION 5.

### SERVICE PROVISIONS

1.) Regulation of Rates. The City reserves the right to Petition the FCC to allow it to regulate rates for Basic Cable Service and any other services offered over the Cable System, to the extent not prohibited by Applicable Laws.

2.) Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing its Cable Services within City. Grantee shall have the right to market its Cable Services door-to-door during reasonable hours consistent with local ordinances and regulation.

3.) Disconnection. There shall be no charge for disconnection of an installation, service or outlet. If any Subscriber fails to pay a properly due monthly Subscriber Fee, or any other properly due fee or charge, Grantee may disconnect the Subscriber's service outlet, provided, however, that such disconnection shall not be effected until after the later of (i) 30 days after the due date of said delinquent fee or charge, or (ii) five days after delivery to Subscriber written notice of intent to disconnect. If a Subscriber pays before expiration of the later of (i) or (ii), Grantee shall not disconnect. After disconnection, upon payment in full of the delinquent fee or charge and the payment of a reconnection charge, Grantee shall promptly reinstate the Subscriber's cable service.

4.) Subscriber Inquiry and Complaint Procedures. Subject to the privacy provisions of 47 U.S.C. § 521 et seq. (1993), the City and Grantee shall prepare and maintain written records of all complaints made to them and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Grantee shall upon request by City provide the City with a written summary of such complaints and their resolution on a bi-annual basis.

5.) Grantee to Maintain Toll Free Telephone Contact. Grantee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week basis. Excluding conditions beyond the control of the Grantee, Grantee will begin working on service interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The Grantee must begin actions to correct other service problems the next business day after notification of the service problem.

6.) Refund Policy. In the event a Subscriber established or terminates service and receives less than a full month's service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing.

7.) Continuity of Service. Grantee shall credit Subscribers on a pro rata basis for an interruption of Cable Services of more than twenty-four hours except for those causes deemed a force majeure.

## SECTION 6.

### OPERATION AND ADMINISTRATION PROVISIONS

1.) Indemnification of City.

(a) Grantee shall indemnify, defend and hold the City, and their officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes of action, actions, liability, demands, damages, judgments, settlements, losses, expenses (including reasonable attorneys' fees) and costs of any nature that any of the Indemnified Parties may at any time, directly or indirectly, suffer, sustain or incur arising out of, based upon or in any way connected with the grant of this Franchise to Grantee, the operation of Grantee's System and/or the acts and/or omissions of Grantee or its agents or employees, whether or not pursuant to the Franchise. This indemnity shall apply, without limitation, to any action or cause of action for invasion of privacy, defamation, antitrust, errors and omissions, theft, fire, violation or infringement of any copyright, trademark, trade names, service mark, patent, or any other right of any Person, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise, but shall exclude any claim or action arising out of the negligence, or willful misconduct of the Indemnified Parties or related to any City programming or other access programming for which the Grantee is not legally responsible or any assertion of a Franchise violation by City. Nothing in this Franchise relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Street or public place or with the construction or reconstruction of a sewer or water system.

(b) City or Indemnified Parties as applicable shall:

- (1) Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;
- (2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
- (3) Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph two (2) above.

2.) Insurance. Grantee shall maintain in full force and effect at its sole expense a comprehensive general liability insurance policy, including contractual liability coverage. As a part of the indemnification provided in Section 6.1, but without limiting the foregoing, Grantee shall file within sixty (60) days of its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of the City in its capacity as such. The policies of insurance shall be in the sum of not less than One Million Dollars (\$1,000,000) for personal injury or death of any one Person, and Two Million Dollars (\$2,000,000) for personal injury or death of two or more Persons in any one occurrence, One Million (\$1,000,000) for property damage to any one Person and Two Million Dollars (\$2,000,000) for property damage resulting from any one act or occurrence, or upon written notice from Grantor to Grantee, such greater amount as may be specified as the maximum tort liability limit for political subdivisions pursuant to Minnesota Statutes Section 466.04, as the same may be amended from time to time. Grantee shall also obtain and provide evidence of workers compensation insurance as provided by Applicable Laws.

All insurance policies called for herein shall be in a form satisfactory to the City with a company licensed to do business in the State of Minnesota, and shall require thirty (30) days written notice of any cancellation to both the City and the Grantee. The Grantee shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement policies within thirty (30) days following receipt by the City or the Grantee of any notice of cancellation.

3.) Franchise Fee.

- (a) Grantee will pay the City an annual franchise fee in the amount of (5%) five percent of Grantee's annual Gross Revenues.
- (b) The franchise fee shall be payable monthly. The payment shall be made within thirty (30) days of the end of each of Grantee's fiscal month, together with a brief report accurately setting forth the basis for computation including an accurate listing of the number of subscribers served.

The City shall have the right to audit, at the City's expense, any or all reports provided by the Grantee at any time. In the event of any underpayment Grantee shall promptly pay to the City such deficiency, plus interest on the amount of such underpayment calculated at the rate of twelve (12%) per annum.

(c) The City reserves the right upon 90 days written notice to the Grantee, to raise the franchise fee to no more than the maximum amount permitted under applicable state or federal laws in the event that such laws in the future permit a franchise fee greater than 5% of Grantee's annual gross revenues. Pursuant to Federal and State regulations and laws, the St. Francis City Council shall consider any franchise increase at a public hearing after which it shall take a public vote on the issue of the proposed franchise fee increase.

(d) Except as otherwise provided by law, no acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable as a Franchise Fee under this Franchise or for the performance of any other obligation of the Grantee.

## SECTION 7.

### REVOCATION, ABANDONMENT, AND SALE OR TRANSFER

1.) Security Fund.

(a) Within fourteen (14) days of receipt of a Notice of Finding from City of an alleged breach of this Franchise, Grantee shall provide, from a financial institution mutually acceptable to the parties, and in a form and substance mutually acceptable to the City, one (1) irrevocable and unconditional Letter of Credit or a Performance Bond in the sum of Ten Thousand and No/100 Dollars (\$10,000.00) for the benefit of the City to ensure compliance by Grantee with all terms of the Franchise and the payment by Grantee of any claim, penalties, damages, liens and taxes due the City under the Franchise ("Security Fund"). The Letter of Credit shall be provided by Grantee regardless of whether Grantee disputes the alleged violation. Any failure by Grantee to provide the Security as required herein shall constitute a separate breach of this Franchise. Any interest on this deposit shall be paid to the Grantee. Once the proceeding addressing the alleged violation has been completed the Grantee shall be relieved of maintaining the Security Fund until such time as another alleged violation notification is received by Grantee at which time the process shall begin again.

(b) The Security Fund shall provide that funds will be paid to City, upon written demand of City, and after the procedures of this Section have been complied with in payment for liquidated damages charged pursuant to this Section or in payment for any monies owed by Grantee pursuant to its obligations under this Franchise.

(c) City, in its sole discretion may charge to and collect from the Security Fund the following mutually agreed upon liquidated damages:

(1) For failure to timely complete system upgrades or line extensions as provided in this Franchise unless the City has approved delays, failure to meet the customer service standards and requirements as set forth in this Franchise and the exhibits hereto the penalty shall be One Hundred Fifty and No/100 Dollars (\$150) daily fine per day for each day, or part thereof, such failure occurs or continues.

(2) For failure to comply with the terms and conditions of the Franchises with the exception of those terms as outlined in Section 7.1(c), the penalty shall be One Hundred and No/100 Dollars (\$100) daily fine per day for each day, or part thereof, such failure occurs or continues.

(d) City shall follow the procedures outlined below:

(1) If City finds that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee, specifying with particularity the alleged violation. At any time after thirty (30) days (or such additional reasonable time which is necessary to cure the alleged violation) following local receipt of notice, provided Grantee remains in violation of one (1) or more terms, conditions or provisions of this Franchise, City may draw from the security fund all penalties and other monies due from the date of the local receipt of notice.

(2) Whenever notice of an alleged violation has been received by Grantee, Grantee may, within thirty (30) days of local receipt of notice, notify the issuer of the notice that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall toll the running of the time frames for cure and the accrual of any penalties herein and shall specify with particularity the matters disputed by Grantee. City shall hear Grantee's dispute at its next regularly scheduled meeting or as soon thereafter as possible. Grantee shall be afforded a reasonable notice of the meeting and afforded a reasonable opportunity to participate in and be heard at the meeting. City shall supplement its decision with a written order sustaining or overruling the decision, and shall specify with particularity the basis for its decision.

(3) Upon determination that no violation has taken place, City shall withdraw the notice alleging a violation. Upon determination that a violation has occurred, Grantee shall have the balance of its initial thirty (30) day cure period, measured from the date the Grantee disputed the notice of violation to cure said violation before penalties shall accrue.

(d) For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, Grantee agrees to provide FCC Form 394 as part of any request for transfer or change of control under this Franchise. If, after considering the legal, financial, character and technical qualities of the transferee and determining that they are satisfactory, the City finds that such transfer is acceptable, the City shall permit such transfer and assignment of the rights and obligations of such Franchise. The consent of the City to such transfer shall not be unreasonably denied.

(e) Any financial institution having a security interest in any and all of the property and assets of Grantee as security for any loan made to Grantee or any of its affiliates for the construction and/or operation of the Cable System must notify the City that it or its designee satisfactory to the City shall take control of and operate the Cable System, in the event of a default in the payment or performance of the debts, liabilities or obligations of Grantee or its affiliates to such financial institution. Further, said financial institution shall also submit a plan for such operation of the System within thirty (30) days of assuming such control that will insure continued service and compliance with all Franchise requirements during the term the financial institution or its designee exercises control over the System. The financial institution or its designee shall not exercise control over the System for a period exceeding one (1) year unless extended by the City in its discretion and during said period of time it shall have the right to petition the City to transfer the Franchise to another Grantee.

(f) In addition to the aforementioned requirements in this Section 7.3 the City and Grantee shall, at all times, comply with the requirements of Minnesota Statutes Section 238.083 regarding the sale or transfer of a franchise and with all other Applicable Laws.

4.) City's Right to Purchase System. The City shall have a right of first refusal to purchase the Cable System in the event the Grantee receives a bona fide offer to purchase the Cable System from any Person. Bona fide offer as used in this Section means a written offer which has been accepted by Grantee, subject to the City's rights under this Franchise. The price to be paid by the City shall be the amount provided for in the bona fide offer, including the same terms and conditions as the bona fide offer. The City shall notify Grantee of its decision to purchase within sixty (60) days of the City's receipt from Grantee of a copy of the written bona fide offer.

5.) Abandonment or Removal of Franchise Property.

(a) In the event that the use of any property of Grantee within the Service Area or a portion thereof is discontinued for a continuous period of twelve (12) months, Grantee shall be deemed to have abandoned that property.

(b) City, upon such terms as City may impose, may give Grantee permission to abandon, without removing, any System facility or equipment laid, directly constructed, operated or maintained in, on, under or over the Service Area. Unless such permission is granted or unless otherwise provided in this Franchise, the Grantee shall remove all abandoned facilities and equipment upon receipt of written notice from City and shall restore any

affected Street to its former state at the time such facilities and equipment were installed, so as not to impair its usefulness. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation made by or on behalf of Grantee and shall leave all Streets and other public ways and places in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. City shall have the right to inspect and approve the condition of the streets, public ways, public places, cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this Franchise and any security fund provided for in the Franchise shall continue in full force and effect during the period of removal and until full compliance by Grantee with the terms and conditions of this Section.

(c) Upon abandonment of Grantee's property in place, the Grantee, if required by the City, shall submit to City a bill of sale and/or other instrument, satisfactory in form and content to the City, transferring to the City the ownership of Grantee's property abandoned.

(d) At the expiration of this Franchise, or upon its earlier revocation or termination, as provided for in the Franchise, in any such case without renewal, extension or transfer, the City shall have the right to require Grantee to remove, at its own expense, all aboveground portions of the Cable System from all Streets and public ways within the City within a reasonable period of time, which shall not be less than one hundred eighty (180) days provided, however, that if Grantee is legally providing services other than Cable Services over its Cable System, City shall comply with all Applicable Laws pertaining to Grantees rights to continue using its Cable System to provide non-Cable Services.

(e) Notwithstanding anything to the contrary set forth in this Franchise, the Grantee may, with the consent of the City, abandon any underground Grantee's property in place so long as it does not materially interfere with the use of the Street or public rights-of-way in which such property is located or with the use thereof by any public utility or other cable operator.

6.) Receivership and Foreclosure.

(a) This Franchise shall, at the option of City, cease and terminate one hundred twenty (120) days after appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless: (1) such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all the defaults and violations under this Franchise or provided a plan for the remedy of such defaults and violations which is

satisfactory to the City; and (2) such receivers or trustees shall, within said one hundred twenty (120) days, execute an agreement duly approved by the court having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(b) In the case of a foreclosure or other judicial sale of the Franchise property, or any material part thereof, City may give notice of termination of any Franchise granted pursuant to this Franchise upon Grantee and the successful bidder at such sale, in which the event the Franchise granted and all rights and privileges of the Grantee hereunder shall cease and terminate thirty (30) days after such notice has been given, unless (1) City shall have approved the transfer of the Franchise in accordance with the provisions of this Franchise; and (2) such successful bidder shall have covenanted and agreed with City to assume and be bound by all terms and conditions of the Franchise.

## SECTION 8.

### MISCELLANEOUS PROVISIONS

- 1.) Franchise Renewal. Any renewal of this Franchise shall be done in accordance with applicable federal, state and local laws and regulations.
- 2.) Franchise Extension. Nothing in this Franchise shall be construed to prohibit an extension or extensions of the Franchise for any length of time, in the sole discretion of the City.
- 3.) Work Performed by Others. All provisions of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise. Grantee shall provide notice to the Member Cities of the name(s) and address of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
- 4.) Amendment of Franchise Ordinance. Grantee and the City may agree, from time to time, to amend this Franchise. Such written amendments may be made at any time if the City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws. The City shall act pursuant to local law pertaining to the ordinance amendment process. Grantee expressly acknowledges and agrees that the City hereby retains all of its police powers and the City may unilaterally amend the Franchise in the exercise of its police powers and Grantee shall comply with said Franchise as may be amended; provided, however, that the City hereby agrees to use reasonable efforts to address public health, welfare, and safety needs without resorting to amending the Franchise and in all cases shall not act in a manner which materially impairs the rights and/or privileges granted to the Grantee pursuant to the Franchise.
- 5.) Subscriber Privacy. Grantee shall comply with the terms of 47 U.S.C. §551 relating to the protection of Subscriber privacy.

(a) No signals of a Class IV Cable Communications Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. The written permission must be for a limited period of time not to exceed one (1) year which is renewable at the option of the Subscriber. No penalty may be invoked for a Subscriber's failure to provide or renew the authorization. The authorization is revocable at any time by the Subscriber without penalty of any kind. The permission must be required for each type or classification of cable communications activity planned.

(b) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to the lists of names and addresses of the Subscribers or lists that identify the viewing habits of Subscribers may be sold or otherwise made available to any Person other than to Grantee and its employees for internal business use, or to the Subscriber who is the subject of the information, unless the Grantee has received specific written authorization from the Subscriber to make the data available.

(c) Written permission from the Subscriber shall not be required for the systems conducting system wide or individually addressed electronic sweeps for the purpose of verifying system integrity or monitoring for the purposes of billing. Confidentiality of this information is subject to paragraph (a) above.

6.) Rights of Individuals.

(a) Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, disability, national origin, age, gender or sexual preference. Grantee shall comply at all times with all other Applicable Laws, relating to nondiscrimination.

(b) Grantee shall adhere to the applicable equal employment opportunity requirements of Applicable Laws, as now written or as amended from time to time.

(c) Neither Grantee, nor any Person, agency, or entity shall, without the Subscriber's consent, Tap or arrange for the Tapping, of any cable, line, signal input device, or Subscriber outlet or receiver for any purpose except routine maintenance of the System, detection of unauthorized service, polling with audience participating, or audience viewing surveys to support advertising research regarding viewers where individual viewing behavior cannot be identified.

(d) No cable line, wire, amplifier, Converter, or other piece of equipment owned by Grantee shall be installed by Grantee in the Subscriber's premises, other than in appropriate easements, without first securing any required consent. If a Subscriber requests service, permission to install upon Subscriber's property shall be presumed.

Where a property owner or his or her predecessor was granted an easement including a public utility easement or a servitude to another and the servitude by its terms contemplates a use such as Grantee's intended use, Grantee shall not be required to obtain the written permission of the owner for the Installation of cable television equipment.

7.) Compliance with Applicable Laws. If any Applicable Law shall require or permit City or Grantee to perform any service or act to shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof; either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to State laws and rules regarding cable communications to later than one (1) year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.

8.) Periodic Evaluation. The field of cable communications is rapidly changing and may see many regulatory, technical, financial, marketing and legal changes during the term of this Franchise. Therefore, in order to provide for a maximum degree of flexibility in this Franchise, and to help achieve a continued advanced and modern System, the following evaluation provisions shall apply:

(a) The City may require evaluation sessions at any time during the term of this Franchise, upon thirty (30) days written notice to Grantee, provided, however, there shall not be more than one (1) review session during each four (4) year period commencing on the effective date of this Franchise.

(b) All evaluation sessions shall be open to the public and notice of sessions published in the same way as a legal notice. Grantee shall notify its Subscribers of all evaluation sessions by announcement on at least one (1) Basic Cable Service Channel of the System between the hours of 7:00 p.m. and 9:00 p.m. for five (5) consecutive days preceding each session.

(c) Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics the Member Cities and Grantee deem relevant.

(d) As a result of a periodic review or evaluation session, the City and Grantee shall develop such changes and modifications to the terms and conditions of the Franchise as are mutually agreed upon and which are both economically and technically feasible.

9.) Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary.

10.) Rights Reserved to City.

(a) In addition to any rights specifically reserved to the City by this Franchise, the City reserves to itself every right and power which is required to be reserved by a provision of the Franchise.

(b) The City shall have the right to waive any provision of the Franchise, except those required by Applicable Laws, if the City, in its sole opinion, determines (1) that it is in the public interest to do so, and (2) that the enforcement of such provision will impose an undue hardship on the Grantee or the Subscribers in all cases subject to Section 8.11 herein. Waiver of any provision in one (1) instance shall not be deemed a waiver of such provision subsequent to such instance nor be deemed a waiver of any other provision of the Franchise unless the statement so recites.

11.) Severability. If any provision of this Franchise is held by any Governmental Authority of competent jurisdiction, to be invalid as conflicting with any Applicable Laws now or hereafter in effect, or is held by such Governmental Authority to be modified in any way in order to conform to the requirements of any such Applicable Laws, such provision shall be considered a separate, distinct, and independent part of this Franchise, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such Applicable Laws are subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such laws, said provision shall thereupon return to full force and effect and shall thereafter be binding on City and Grantee, provided that City shall give Grantee thirty (30) days written notice of such change before requiring compliance with said provision or such longer period of time as may be reasonably required for Grantee to comply with such provision.

12.) Force Majeure; Grantee's Inability To Perform. In the event Grantee's performance of any of the terms, conditions or obligations required by this Franchise is prevented by a cause or event not within Grantee's control, such inability to perform shall be deemed excused for the period of such inability and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this Section, causes or events not within the control of the Grantee shall include, without limitation, acts of God, strikes, sabotage, riots or civil disturbances, equipment availability, unseasonal and/or unusual weather conditions, restraints imposed by order of a governmental agency or court, failure or loss of utilities, explosions, damage to the System such as fiber cuts, acts of public enemies, and natural disasters such as floods, earthquakes, landslides and fires.

13.) Equal Opportunity. Grantee is an Equal Opportunity/Affirmative Action employer.

**SECTION 9.**

**PUBLICATION, EFFECTIVE DATE AND ACCEPTANCE**

1.) Publication; Effective Date. This Franchise shall be published in accordance with applicable Minnesota law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 9.2 ("Effective Date").

2.) Acceptance.

(a) Grantee shall accept this Franchise by executing same. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes. With its acceptance, Grantee shall also deliver any insurance certificates required herein that have not been previously delivered. In the event acceptance does not take place, this Franchise and any and all rights previously granted to Grantee shall be null and void.

(b) Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

(c) Grantee shall accept this Franchise in the following manner:

(1) This Franchise will be properly executed and acknowledged by Grantee and delivered to the City.

(2) With its acceptance, Grantee shall also deliver any insurance certificates required herein that have not previously been delivered.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

CITY OF ST. FRANCIS, MINNESOTA

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ACCEPTED: This Franchise is accepted and we agree to be bound by its terms and conditions.

MIDCONTINENT COMMUNICATIONS

BY: Midcontinent Communications Investor, LLC

ITS: Managing Partner

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

*By Midcontinent Communications Investor, LLC,  
Managing Partner of Midcontinent Communications*



# MEMO

To: Mayor and Council

From: City Administrator

Date: 9/8/15

RE: Ordinance Establishing the Community/Economic Development  
Department

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The City must establish by Ordinance the department of Community/Economic Development in order to hire for the position.

*Attached is a draft ordinance for a first reading of the Ordinance Amendment.*

**Recommended Action:**

Motion to approve the first reading of Ordinance 205, Second Series.

## Community/EDA Development Director

First, Staff is providing information regarding the Community Development Director/EDA. Considerations on this position:

- 1) In 2014 – The City paid approximately \$75,714 to Northwest Associated Consultants (Nate Spark's firm) for a total of 982 hours of work. The main billing rate was \$74.50 per hour. This was not for work done on escrow accounts but for the City.
- 2) The 6 month actual paid in 2015 is \$36,264, seemingly on pace with the 2014 total amount.
- 3) The salary range for the position in 2015 is \$70,450 - \$88,088. For planning purposes, there should be \$10,000 added for benefits, computer, etc.
- 4) The City casually speaks with parties that express interest in development in St. Francis. This position would streamline the process and would also provide the City with in-house zoning administration, code enforcement direction, and planning services.
- 5) The City now has additional capacity to add 1,000 hookups to the Wastewater Treatment Facility.
- 6) This position will administer policies and procedures regarding business subsidies including City loans/loan funds, tax increment financing and districts, tax abatement, housing funds, and designated promotional activities. Oversee City initiated development operations including possible industrial park development and property purchases. Represent the City through the private development review process. Also oversee the building department.

### **Source of Funds for the position:**

Assuming for financial purposes, the top end of the pay scale and benefits = **\$100,000**. The City currently budgets **\$60,000** for a contracted Planner/Zoning Administrator. The remainder of the **\$40,000** will be absorbed from Stormwater projects that had been traditionally levied for, but will now be paid for with the addition of the Stormwater **\$5.00** per month, per parcel fee that was added in June. This will result in a **0%** increase in the tax levy for 2016.

### **Timeline for possible addition:**

The Department Heads were all in agreement on this position. With that, Paul Teicher offered to shuffle around some projects in the 2015 budget to free up dollars to hire a Community/Economic Development Director as soon as possible in 2015. This plus the remainder of the balance in the City's budget for Northwest Associated will cover the costs of the position in 2015. Potentially this matter could be considered in August/September by the City Council. *Attached is a Job Description for a Community/EDA Development Director*

CITY OF ST. FRANCIS  
ST. FRANCIS MN  
ANOKA COUNTY

ORDINANCE 205, SECOND SERIES

AN ORDINANCE ADDING SECTION 2-6-0 – COMMUNITY/ECONOMIC  
DEVELOPMENT

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Adopted. That Section 2-6-0 entitled “COMMUNITY/ECONOMIC DEVELOPMENT” shall hereby be enacted to read as follows:

**2-6-0: COMMUNITY/ECONOMIC DEVELOPMENT.** A Community/Economic Development Department is hereby established. This department performs supervisory and responsible professional work managing comprehensive planning, land-use, zoning, and economic development; oversees building inspection services and performs related duties as assigned. The Head of the Community/Economic Development Department shall be the Community/Economic Development Director.

Section 4. 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 \_\_\_\_\_ 2015.

APPROVED:

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

ATTEST:

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



**MEMORANDUM**

TO: St. Francis Mayor and City Council

FROM: Nate Sparks

DATE: September 2, 2015

RE: Ordinance Amendments Related to the B-3 District Review

**BACKGROUND**

The Planning Commission reviewed the B-3, Business Park Zoning District at their previous two meetings and an ordinance amendment has been prepared with the recommended changes. The proposed amendments include modifying the purpose statements of the B-2 and B-3 Districts, adding new permitted uses to the B-3 District, a slight modification to the I-1 and I-2 Districts, minor adjustments to adult uses, and adding licensing requirements.

**PROPOSED AMENDMENTS**

**B-2 & B-3 Purpose Statements**

The purpose statements for the B-2 and B-3 Districts are intended to be more clearly delineated.

The B-2 District currently states as its purpose:

“The purpose of the B-2, General Business District is to provide for commercial uses adjacent to frequently traveled corridors.”

This is proposed to be changed in order to highlight the intent of the district to be limited to uses that require access and visibility related to the more highly traveled corridors within the City:

“The purpose of the B-2, General Business District is to provide for higher intensity commercial uses primarily consisting of retail and service oriented business together with other inherently complementary and compatible uses. The uses in this District shall be generally dependent upon access and proximity to higher classification roadways and similar commercial uses.”

The B-3 District currently states as its purpose:

“The purpose of the B-3, Business Park District is to provide for the establishment of low intensity office, warehousing, wholesaling, retail sales, manufacturing, and other commercial/industrial uses. The uses in the District are limited to exclude the more intensive industrial uses, those uses which require significant outside storage, and those business uses which are not necessary to or complementary to the intent of this district.”

This is proposed to be changed to:

“The purpose of the B-3, Business Park District is to provide for a mix of compatible commercial, light industrial, and similar uses that are ideally situated near the periphery of primary commercial areas or in transitional areas. The uses in the District are limited to exclude the more intensive industrial uses and uses that require significant outdoor storage. The types of uses contemplated by this District include office and meeting space, warehousing, wholesaling, destination retail, light manufacturing, and other uses compatible and complementary to the District.”

### **Permitted Uses In The B-3 District**

There are uses listed within the B-2 District or both that are more compatible with uses in the B-3 District. As part of this ordinance it is proposed to delete 'clubs and lodges' and theaters from the B-2 District and include both in the B-3. There is no definition of theater, which is proposed to be added. Then it is proposed to include religious institutions in the B-3 District. There is also an existing definition in the code for “hospitality business” which is intended to be included in the B-3 District, as well.

The City's Ordinance currently allows adult uses as a conditional use within the B-2 District. The Commission noted that adult uses appear to be more compatible with the B-3 District.

The Planning Commission discussed allowing breweries with taprooms and other similar establishments in the B-3 District. The State has changed certain statutes pertaining to this topic to create different categories of use that the City is permitted to license and allow. Micro-distilleries are permitted to have 'cocktail rooms' where the product manufactured on-site is permitted to be sold. Breweries under certain production limits are permitted to have taproom facilities.

For the purposes of the discussion related to the B-3 District, the uses of distillery, micro-distillery, cocktail room, brewery, and brewery tap room would need to be defined. The uses of brewery and distillery are proposed to be placed in the industrial districts while a distillery with cocktail room and a brewery with tap room could be placed in the B-3 District. The licensing requirements for these facilities are also in draft form to be added in the liquor licensing section but with under separate ordinance due to charter requirements.

### **RECOMMENDED ACTION**

The Planning Commission recommended approval of the attached ordinances.

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

**ORDINANCE 206, SECOND SERIES**

**AN ORDINANCE AMENDING THE I-1, I-2, B-2 & B-3 ZONING DISTRICTS PERTAINING TO THE EXPANSION OF PERMITTED USES WITHIN THE B-3, BUSINESS PARK DISTRICT & CLARIFYING PURPOSE STATEMENTS**

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Added. That Section 10-2-2 of the Zoning Ordinance shall hereby be amended to include the following definitions:

**BREWERY:** A facility that produces beer, ale or other beverages made from malt by fermentation and containing not less than one-half of one percent alcohol by volume.

**BREWERY TAP ROOM:** An area accessory to a brewery for the on-sale consumption of malt liquor produced by the brewer for consumption on the premises.

**COCKTAIL ROOM:** An accessory facility to a microdistillery for the on-sale consumption of distilled spirits produced on the premises as allowed by Minnesota Statutes as may be amended.

**DISTILLERY:** A facility that produces ethyl alcohol, hydrated oxide of ethyl, sprits of wine, whiskey, rum, brandy, gin, or other distilled spirits, including all dilutions and mixtures thereof for non-industrial use.

**MICRODISTILLERY:** A distillery defined by the State in Statute Section 340A.101 producing premium, distilled spirits in total quantity not to exceed 40,000 proof gallons in a calendar year.

**THEATER:** A building or part of a building devoted to the showing of motion pictures or theatrical or performing arts productions as a principal use.

Section 2. Code Amended. That Section 10-63-1 of the Zoning Ordinance shall hereby be amended to read as follows:

10-63-1: **PURPOSE.** The purpose of the B-2, General Business District is to provide for higher intensity commercial uses primarily consisting of retail and service oriented business together with other inherently complementary and compatible uses. The uses in this District shall be generally dependent upon access and proximity to higher classification roadways and similar commercial uses.

Section 3. Code Amended. That Sections 10-63-2-C and 10-63-2-Y of the Zoning Ordinance shall hereby be deleted.

Section 4. Code Amended. That Section 10-64-1 of the Zoning Ordinance shall hereby be amended to read as follows:

10-64-1: **PURPOSE.** The purpose of the B-3, Business Park District is to provide for a mix of compatible commercial, light industrial, and similar uses that are ideally situated near the periphery of primary commercial areas or in transitional areas. The uses in the District are limited to exclude the

more intensive industrial uses and uses that require significant outdoor storage. The types of uses contemplated by this District include office and meeting space, warehousing, wholesaling, destination retail, light manufacturing, and other uses compatible and complementary to the District.

Section 5. Code Added. That Sections 10-64-2-BB through 10-64-2-GG shall hereby be added to read as follows:

- BB. Clubs & Lodges
- CC. Hospitality Business
- DD. Religious Institution
- EE. Theater
- FF. Brewery with Taproom
- GG. Microdistillery with Cocktail Room

Section 6. Code Added. That Sections 10-71-2-Q and 10-71-2-R of the Zoning Ordinance shall hereby be added to read as follows:

- Q. Brewery
- R. Distillery

Section 7. Code Added. That Sections 10-72-2-T and 10-72-2-U of the Zoning Ordinance shall hereby be added to read as follows:

- T. Brewery
- U. Distillery

Section 8. Code Amended. That Section 6-11-7 shall hereby be amended to read as follows:

6-11-7: PERMITTED ZONING DISTRICTS. Adult Entertainment Uses will be allowed in the I-1, Light Industrial District and the B-3, Business Park District after issuance of a Conditional Use Permit. Adult Entertainment Uses will need to comply with all Conditional Use Permit Standards and Site Plan Requirements prior to operation.

Section 9. 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 SEPTEMBER, 2015.

APPROVED:

ATTEST:

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

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

(seal)

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

ORDINANCE 207, SECOND SERIES

AN ORDINANCE AMENDING CHAPTER 5 OF THE CITY CODE REGARDING THE  
LICENSING OF ACCESSORY TAPROOMS & COCKTAIL ROOMS

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Added. That Sections 5-1-2-W, 5-1-2-X, and 5-1-2-Y shall hereby be added to include the following definitions:

W. "Brewery Tap Room" means an area accessory to a brewery for the on-sale consumption of malt liquor produced by the brewer for consumption on the premises.

X. "Cocktail Room" means an accessory facility to a microdistillery for the on-sale consumption of distilled spirits produced on the premises as allowed by Minnesota Statutes as may be amended.

Y. "Microdistillery means a distillery defined by the State in Statute Section 340A.101 producing premium, distilled spirits in total quantity not to exceed 40,000 proof gallons in a calendar year.

Section 2. Code Amended. That Section 5-1-3-H-2 shall hereby amended to read as follows:

2. No person holding a license from the Commissioner as a manufacturer, brewer, or wholesaler may have any ownership, in whole or in part, in a business holding an alcoholic beverage license from the City unless otherwise permitted.

Section 3. Code Added. That Section 5-8 entitled "Tap & Cocktail Rooms" shall hereby be added to read as follows:

5-8-1: Taproom License: Taproom licenses may be granted only to a brewery licensed under Minn. Stat. 340A.601, subdivision 6, clause (c), (i) or (j) for on-sale of malt liquor produced by the brewer for consumption on the premises of or adjacent to one brewery location owned by the brewer. All relevant codes related to the serving of malt liquor shall be adhered to.

5-8-2: Cocktail Room License: Cocktail room licenses may be granted only to the holder of a microdistillery licensed under Minn. Stat. 340A.301, Subdivision 6c. A cocktail room license authorizes on-sale of distilled liquor produced by the distiller for consumption on the premises of or adjacent to one distillery location owned by the distiller. All relevant codes related to the serving of liquor shall be adhered to.

Section 4. Code Added. That Sections 2-9-1-F-9 and 2-9-1-F-10 of the Fee Schedule shall be added to read as follows:

9. Brewery taproom \$200

10. Microdistillery cocktail room \$200

Section 5. 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 SEPTEMBER, 2015.

APPROVED:

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

ATTEST:

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

(seal)



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## MEMORANDUM

**Date:** September 2, 2015  
**To:** Honorable Mayor Kane  
Members of the City Council  
**From:** Jared Voge, P.E.  
City Engineer  
**Subject:** Bridge Street Utility Improvements  
St. Francis, Minnesota  
BMI Project No.: R18.107257

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### INTRODUCTION:

At the July 7, 2014 City Council meeting a Feasibility Report was presented regarding the Bridge Street Improvements. The City Council adopted a resolution authorizing the preparation of plans and specifications at the July 7, 2014 City Council meeting. At the July 6, 2015 Council meeting, Council approved the plans and specifications and authorized advertisement. On August 27, 2015, three bids were received for the project.

### BACKGROUND:

Anoka County obtained federal funds for improvements to Bridge Street, prepared final plans and specifications for those improvements, and has received bids. City utilities including sanitary sewer and water main exist within the Bridge Street corridor. At the July 7, 2014 City Council meeting, Council authorized the preparation of plans and specifications for the utility improvements. The utility improvements include the elimination of the Bridge Street lift station and the rerouting of sanitary sewer along County Road 72, as well as the extension of sanitary sewer south of Bridge Street near Zion Parkway and County Road 9. Since federal funds have been allocated to the county project, the project limits are defined in the funding application and a portion of the City's utility improvements are located outside of the defined county project boundary. As a result, the utility improvements were required to be split between into two sections, the area within the county project boundary and the area outside of the county project boundary.

On August 27, 2015, three bids were received for the project. The bids ranged from \$1,203,611.30 to \$1,639,828.17. Please see the enclosed Bid Abstract. The low bid was submitted by LaTour Construction of Maple Lake, MN.

### RECOMMENDATION:

We recommend that the City Council, by passing a motion, accept the bids received for the improvements and then adopt the enclosed resolution awarding the Bridge Street Utility Improvements Project to LaTour Construction of Maple Lake, MN in the amount of



Memo to Mayor Kane, Members of the City Council  
September 2, 2015  
Page 2

\$1,203,611.30. Since Anoka County is expected to award a contract for the County's Bridge Street Improvements Project on September 8, 2015, the enclosed resolution indicates that the award of the Bridge Street Utility Improvements Project is contingent on the County awarding their contract.

**BUDGET IMPACT:**

The costs associated with the utility improvements will be funded through the Sanitary Sewer Enterprise Fund and bond proceeds.

If you have any questions on the above, please call.

JAV/kg  
Enclosure

ABSTRACTS OF BIDS  
 2015 - BRIDGE STREET SEWER IMPROVEMENTS  
 CITY OF ST. FRANCIS, MN  
 BMI NO. R18.107257

3

2

1

ITEM NO.	MN/DOT SPEC NO.	ITEM DESCRIPTION	UNIT	APPROX. QUANTITY	LATOUR CONSTRUCTION MAPLE LAKE, MN UNIT PRICE AMOUNT	R.L. LARSON EXCAVATING ST. CLOUD, MN UNIT PRICE AMOUNT	NORTHDALE CONSTRUCTION CO. ALBERTVILLE, MN UNIT PRICE AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM	1	\$172,000.00	\$200,000.00	\$93,433.33
2	2101.511	CLEARING AND GRUBBING	LUMP SUM	1	\$16,000.00	\$16,000.00	\$16,875.00
3	2104.501	REMOVE CONCRETE CURB & GUTTER	LIN FT	580	\$4.00	\$3,480.00	\$4.50
4	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ YD	4001	\$3.25	\$13,003.25	\$7.50
5	2104.503	REMOVE CONCRETE PAVEMENT	SQ YD	200	\$6.40	\$1,280.00	\$8.50
6	2104.503	REMOVE SANITARY SEWER PIPE	LIN FT	2025	\$4.50	\$9,112.50	\$17,718.75
7	2104.505	REMOVE SANITARY SEWER STRUCTURE	EACH	13	\$420.00	\$5,460.00	\$75.00
8	2104.525	ABANDON SANITARY SEWER PIPE	LUMP SUM	706	\$3.45	\$2,435.70	\$21.50
9	2104.601	REMOVE LIFT STATION	LUMP SUM	1	\$8,600.00	\$8,600.00	\$19,750.00
10	2105.501	COMMON EXCAVATION (P) (EV)	CU YD	2675	\$9.75	\$26,081.25	\$24.75
11	2105.522	SELECT GRANULAR BORROW	CU YD	1735	\$16.45	\$28,540.75	\$31.50
12	2118.501	AGGREGATE SURFACING CLASS 5	TON	50	\$20.00	\$1,000.00	\$25.50
13	2118.501	AGGREGATE BASE CLASS 5 (CV)	CU YD	875	\$29.65	\$25,943.75	\$39.75
14	2360.501	TYPE SP 12.5 WEARING COURSE (3.C) (SPWBS40C) (2360)	TON	645	\$97.15	\$62,681.75	\$123.23
15	2360.502	TYPE SP 12.5 NON-WEARING COURSE (3.B) (SPNWB330B) (2360)	TON	670	\$86.35	\$57,854.50	\$114.02
16	2503.602	8" X 6" PVC SDR 26 WYE	EACH	7	\$725.00	\$5,075.00	\$92.38
17	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	7	\$140.00	\$980.00	\$361.23
18	2503.602	AIR RELIEF MANHOLE	EACH	4	\$3,830.00	\$15,320.00	\$12,500.00
19	2504.602	AIR RELIEF VALVE ASSEMBLY	EACH	4	\$2,845.00	\$11,380.00	\$3,000.00
20	2503.602	CONNECT TO EXISTING FORCEMAIN	EACH	4	\$1,630.00	\$6,520.00	\$3,977.56
21	2503.603	20" STEEL CASING PIPE (JACKED)	LIN FT	38	\$754.00	\$28,652.00	\$668.88
22	2503.603	30" STEEL CASING PIPE (JACKED)	LIN FT	65	\$709.00	\$46,085.00	\$792.00
23	2503.603	8" PVC SANITARY SEWER PIPE SDR 35	LIN FT	784	\$42.60	\$33,398.40	\$53.17
24	2503.603	12" PVC SANITARY SEWER PIPE SDR 26	LIN FT	29	\$57.00	\$1,653.00	\$171.24
25	2503.603	18" PVC SANITARY SEWER PIPE SDR 26	LIN FT	2303	\$82.65	\$190,342.95	\$123.53
26	2503.603	10" ID FORCEMAIN TRENCHLESS INSTALLATION	LIN FT	2512	\$65.00	\$163,280.00	\$99.03
27	2503.603	10" ID HDPE DR 11 FORCEMAIN TRENCHLESS INSTALLATION	LIN FT	700	\$79.00	\$55,300.00	\$71.00
28	2503.603	6" PVC SANITARY SEWER PIPE SDR 26	LIN FT	110	\$23.75	\$3,272.50	\$45.47
29	2503.603	CASTING ASSEMBLY (SANITARY)	EACH	11	\$761.00	\$8,371.00	\$774.58
30	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	1	\$1,300.00	\$1,300.00	\$3,480.00
31	2504.602	8" GATE VALVE & BOX	EACH	2	\$1,525.00	\$3,050.00	\$1,600.43
32	2504.602	6" GATE VALVE & BOX	EACH	1	\$2,020.00	\$2,020.00	\$2,078.83
33	2505.602	10" GATE VALVE & BOX	EACH	1	\$2,700.00	\$2,700.00	\$2,914.11
34	2504.602	HYDRANT	EACH	1	\$3,950.00	\$3,950.00	\$4,009.08
35	2504.604	6" PVC C-900 DR 18 WATERMAIN	LIN FT	5	\$37.00	\$185.00	\$288.90
36	2504.604	8" PVC C-900 DR 18 WATERMAIN	LIN FT	240	\$24.50	\$5,880.00	\$49.05
37	2506.602	CONNECT TO EXISTING SANITARY SEWER	EACH	5	\$2,700.00	\$13,500.00	\$6,636.32
38	2506.603	CONSTRUCT SANITARY MANHOLE, DES. 4007	LIN FT	154	\$178.00	\$27,412.00	\$293.00
39	2506.603	SANITARY SEWER BYPASS	LUMP SUM	1	\$13,900.00	\$13,900.00	\$10,968.75
40	2506.608	PIPE FITTINGS	POUND	367	\$7.25	\$2,660.75	\$4,771.00
41	2521.501	5" CONCRETE SIDEWALK	SQ FT	755	\$7.00	\$5,285.00	\$8.07
42	2531.507	B618 CONCRETE CURB & GUTTER	LIN FT	580	\$24.55	\$14,239.00	\$24.69
43	2531.507	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	165	\$72.25	\$11,921.25	\$68.67
44	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$11,700.00	\$12,000.00	\$73,575.00
45	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	2630	\$1.95	\$5,128.50	\$3.21
46	2573.550	STORM DRAIN INLET PROTECTION	EACH	13	\$100.00	\$1,300.00	\$265.00
47	2573.553	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	850	\$4.50	\$3,825.00	\$3.66
48	2573.595	STABILIZED CONSTRUCTION ENTRANCE	LUMP SUM	1	\$850.00	\$850.00	\$7,950.00
49	2575.502	EROSION CONTROL BLANKET CATEGORY 3, SEED MIX 25-131, FERTILIZER	SQ YD	760	\$2.05	\$1,546.00	\$4.38
50	2575.562	HYDRAULIC MATRIX TYPE BONDED FIBER, SEED MIX 25-131, FERTILIZER	SQ YD	8180	\$2.65	\$21,678.00	\$17,914.20
51	2582.502	4" SOLID LINE WHITE - EPOXY	LIN FT	2175	\$1,522.50	\$3,319.88	\$1,609.50
52	2582.502	4" SOLID DOUBLE LINE YELLOW - EPOXY	LIN FT	2540	\$1.40	\$3,556.00	\$3,784.60
53		FLOW METER REPLACEMENT	EACH	2	\$27,600.00	\$55,200.00	\$20,021.78
<b>TOTAL:</b>					\$1,203,611.30	\$1,493,302.00	\$1,639,825.17

EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF THE CITY OF ST. FRANCIS, MINNESOTA

HELD: September 8, 2015

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Francis, Minnesota, was duly called and held in the Council Chambers in said City on the 8th day of September 2015, at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

The Council received bids on the construction of the Bridge Street Utility Improvements project in the City, and after publicly opening, tabulating and analyzing said bids, proceeded to consider said bids. The following bids were received:

Bidder	Address	Amount of Bid
1. LaTour Construction	Maple Lake, MN	\$1,203,611.30
2. R.L. Larson Excavating	St. Cloud, MN	\$1,493,302.00
3. Northdale Construction Co.	Albertville, MN	\$1,639,828.17

After discussion, Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION RECEIVING BIDS AND  
AWARDING CONTRACT FOR IMPROVEMENT  
CITY OF ST. FRANCIS MINNESOTA  
RESOLUTION NO. 2015-46**

WHEREAS, The Bridge Street Utility Improvements project is necessary and is planned to be constructed in conjunction with Anoka County's Bridge Street Improvements project.

AND WHEREAS, pursuant to an advertisement for bids for the Bridge Street Utility Improvements project for construction of street and utility improvements, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

see attached bid abstract \_\_\_\_\_

AND WHEREAS, it appears that LaTour Construction of Maple Lake, MN is the lowest responsible bidder,

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

1. Contingent on Anoka County awarding their Bridge Street Improvements project, the mayor and clerk are hereby authorized and directed to enter into a contract with LaTour Construction, of Maple Lake, MN in the name of the City of St. Francis for the Bridge Street Utility Improvements project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposit made with their bids, except that the deposits of the successful bidder and the next two (2) lowest bidders shall be retained until a contract has been signed.

Adopted by the City Council this 8<sup>th</sup> day of September, 2015.

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

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

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
CITY OF ST. FRANCIS  
COUNTY OF ANOKA

I, the undersigned, being the duly qualified and acting Clerk of the City of St. Francis, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes of a meeting of the City Council of said City held on the date therein indicated with the original thereof on file in my office, and the same is a full, true and complete transcript therefrom, insofar as the same relates to the resolution awarding a contract on the Bridge Street Utility Improvements project.

WITNESS my hand and the seal of said City this \_\_\_\_\_ day of September, 2015.

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

**(SEAL)**



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## MEMORANDUM

**Date:** September 2, 2015  
**To:** Honorable Mayor Kane and Members of the City Council  
City of St. Francis  
**From:** *JAV* Jared Voge, P.E.  
City Engineer  
**Subject:** Trail Maintenance  
St. Francis, Minnesota  
BMI Project No: R18.109594

### INTRODUCTION:

As with city streets, city staff monitors the condition of trails within the community. Since the trails have been constructed, most of them have not been crack filled nor have their surfaces been treated. We have obtained quotes for maintenance associated with approximately fifty percent of the city's trail system.

### BACKGROUND:

Quotes were solicited from contractors for crack filling and applying RePlay to the trail surfaces. In typical street crack filling operations, the cracks within the streets are routed and then sealed to provide a larger reservoir for the crack fill material which provides more material for expansion and contraction of the pavement. The cracks existing within the city trails will not be routed before they are filled because routing the joints provides a wider gap which can in some cases, present a hazard for the users of the trail system. RePlay, the material which has been used on city streets to preserve the pavements is proposed to be applied to the bituminous trails.

Two quotes were solicited from contractors to complete trail maintenance throughout the city. Please see the attached quotes.

### RECOMMENDATION:

We recommend that by passing separate motions, the City Council accept the quotes and subsequently award the low quote provide by Bargaen, Inc. of Mountain Lake, MN in the amount of \$93,712.10 and authorize the use of Park Dedication Funds in that amount.

### BUDGET IMPACT:

The costs associated with trail maintenance will be funded by existing Park Dedication Funds.

If you have any questions on the above, please call.

JAV/kg

Enclosure

### QUOTE SCHEDULE

2015 TRAIL MAINTENANCE  
CITY OF ST FRANCIS, MN  
BMI PROJECT NO. R18.109594

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: BIDS shall include sales tax and all applicable taxes and fees.

BIDDER must fill in unit prices in numerals, make extension for each item and total.

#### QUOTE SCHEDULE : CRACKFILL QUANTITIES (SEE MAP - PURPLE)

ITEM NO	ITEM	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	BID AMOUNT EXTENSION
1	MOBILIZATION	LUMP SUM	1	500.00	500.00
2	OVERBAND/BLOW & GO CRACK	LIN FT	15522	1.80	27,939.60
3	REPLAY	SQ YD	21450	2.85	61,132.50
4	BITUMINOUS PATCH - TRAIL	SQ FT	345	12.00	4,140.00

TOTAL QUOTE SCHEDULE: \$93,712.10

BITUMINOUS PATCH - TRAIL SHALL INCLUDE THE REMOVAL OF THE EXISTING TRAIL SECTION, SAWCUTTING, PREPARING THE SUBGRADE AND PAVING A 3" THICK SECTION OF ASPHALT.

BARGEN INC.  
606 N. COUNTY ROAD 1  
MOUNTAIN LAKE MN 56159

phone 1-800-434-2924

fax 507-427-2697

email - bargen@bargeninc.com

**QUOTE SCHEDULE**  
**2015 TRAIL MAINTENANCE**  
**CITY OF ST FRANCIS, MN**  
**BMI PROJECT NO. R18.109594**

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:  
 NOTE: BIDS shall include sales tax and all applicable taxes and fees.  
 BIDDER must fill in unit prices in numerals, make extension for each item and total.

**QUOTE SCHEDULE : CRACKFILL QUANTITIES (SEE MAP - PURPLE)**

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	BID AMOUNT EXTENSION
1	MOBILIZATION	LUMP SUM	1	600.00	600.00
2	OVERBRAND/BLOW & GO CRACK	LIN FT	15572	2.00	31,044.00
3	REPLAY	SQ YD	21450	3.15	67,567.50
4	BITUMINOUS PATCH - TRAIL	SQ FT	345	13.20	4,554.00

TOTAL QUOTE SCHEDULE: \$103,765.50

BITUMINOUS PATCH - TRAIL SHALL INCLUDE THE REMOVAL OF THE EXISTING TRAIL SECTION, SAWCUTTING, PREPARING THE SUBGRADE AND PAVING A 3" THICK SECTION OF ASPHALT.

**M.R.**

**PAVING & EXCAVATING, INC.**

2020 North Spring Street  
 P.O. Box 787

Phone (507) 354-4171

New Ulm, MN. 56073

Fax (507) 359-4156

*Brian J. Ahlu*

*9/2/15*



# BOLTON & MENK, INC.

Consulting Engineers & Surveyors

7533 Sunwood Drive NW, Suite 206 • Ramsey, MN 55303

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

www.bolton-menk.com

## MEMORANDUM

Date: September 2, 2015

To: Honorable Mayor Kane  
Members of the City Council

From: Jared Voge, P.E.  
City Engineer

Subject: Kerry St. NW, 232<sup>nd</sup> Lane NW, and Ivywood Street NW Street Improvements  
St. Francis, Minnesota  
BMI Project No.: R18.106740

### INTRODUCTION:

At the August 3, 2015 City Council meeting, council awarded the Kerry Street NW, 232<sup>nd</sup> Lane NW, and Ivywood Street NW Street Improvements project to North Valley, Inc. Construction is expected to begin following the Labor Day holiday and be completed near the end of September. Since a portion of the project costs will be assessed to the adjacent property owners, an assessment hearing is required to be held prior to certifying the assessments to the County.

### BACKGROUND:

The City Council authorized the preparation of a Preliminary Engineering Report, called for a public hearing on the improvements to satisfy Minnesota Statute Chapter 429 requirements, held the public hearing, ordered the preparation of plans and specifications, and awarded a contract. Minnesota Statute Chapter 429 requires that a final assessment hearing be held for the project.

### RECOMMENDATION:

We recommend that the City Council adopt the enclosed resolution Calling Hearing on Proposed Assessment.

### BUDGET IMPACT:

A portion of the costs associated with the Kerry St. NW, 232<sup>nd</sup> Lane NW, and Ivywood Street NW Street Improvements will be assessed to the benefiting properties. The remaining portion of the project costs will be funded through bond proceeds.

If you have any questions on the above, please call.

JAV/kg

Enclosure

EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF THE CITY OF  
ST. FRANCIS, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Francis, Minnesota, was duly called and held at the St. Francis School District Office, 4115 Ambassador Boulevard NW in said City on the 8<sup>th</sup> day of September, 2015 at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION CALLING HEARING ON  
PROPOSED ASSESSMENT FOR IMPROVEMENT  
CITY OF ST. FRANCIS, MINNESOTA  
RESOLUTION NO. 2015-47**

WHEREAS, by a resolution passed by the council on April 20, 2015, the City Clerk was directed to prepare a proposed assessment of the cost of improving Kerry Street NW between the south line of 231<sup>st</sup> Street NW and the north line of Kerry Street NW and on 232<sup>nd</sup> Lane NW between the east line of Kerry Street NW and the west line of Ivywood Street NW, and on Ivywood Street NW between the east line of 232<sup>nd</sup> Lane NW and the south line of 235<sup>th</sup> Ave. NW.

AND WHEREAS, the clerk, has notified the council that such proposed assessment has been completed and filed in her office for public inspection,

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

A hearing shall be held on the 19th day of October, 2015 in the Council Chambers of the St. Francis School District Office, located at 4115 Ambassador Boulevard NW, St. Francis, MN at 6:00 p.m. or shortly thereafter to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole assessment on such property, with interest accrued to the date of payment, to the City Clerk of the City of St. Francis, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. He may at any time thereafter, pay to the County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31, of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this \_\_\_\_\_ day of September, 2015.

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

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

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
CITY OF ST. FRANCIS  
COUNTY OF ANOKA

I, the undersigned, being the duly qualified and acting Clerk of the City of St. Francis, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes of a meeting of the City Council of said City held on the date therein indicated with the original thereof on file in my office, and the same is a full, true and complete transcript therefrom, insofar as the same relates to the resolution calling a hearing on assessments for the Kerry Street NW, 232<sup>nd</sup> Lane NW, and Ivywood Street NW Street Improvements in the City.

WITNESS my hand the seal of City this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

(SEAL)

## Notice of Hearing on Proposed Assessment

Notice is hereby given that the City Council of the City of St. Francis will meet in the Council Chambers of the St. Francis School District Office, 4115 Ambassador Boulevard NW, St. Francis, Minnesota at **6:00 p.m.** on **October 19, 2015** to consider, and possibly adopt, the proposed assessment for the Street and Utility Improvements in the following areas:

- Kerry Street NW - between the south line of 231<sup>st</sup> Street NW and the north line of Kerry Street NW
- 232<sup>nd</sup> Lane NW - between the east line of Kerry Street and the west line of Ivywood Street NW
- Ivywood Street NW - between the east line of 232<sup>nd</sup> Lane NW and the south line of 235<sup>th</sup> Avenue NW.

Adoption by the City Council of the proposed assessment against abutting property may occur at the hearing.

Such assessment is proposed to be payable in equal installments extending over a period of 10 years, the first of the installments to be payable on or before the first Monday in January, 2016, and will bear interest at a rate of 4.50 percent. To the first installment shall be added interest on the entire assessment from the date of the certification to the County Auditor until December 31, 2014. To each subsequent installment when due shall be added interest for one year on all unpaid assessments.

You may at any time prior to the certification of the assessment to the County Auditor, pay the entire assessment on such property to the City Clerk of the City of St. Francis. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter, pay to the County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or the interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above, the rate of interest that will apply is 4.50 percent. The right to partially prepay the assessment is also available.

The proposed assessment roll is on file for public inspection at the City Clerk's office. The total amount of the proposed assessment is approximately \$132,300. Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment adopted pursuant to Minn. Stat. § 429.061, subd. 2, unless a written objection signed by the affected property owner, is filed with the City Administrator prior to the hearing or presented to the presiding officer at the hearing. An owner may appeal an assessment to the District Court pursuant to Minn. Stat. § 429.081 by serving notice of appeal upon the Mayor or City Administrator of the City of St. Francis within thirty (30) days after the adoption of the assessment and filing such notice with the District Court within ten (10) days after service upon the Mayor or City Administrator.

Barb Held  
City Clerk  
City of St. Francis

Published Date: October 2, 2015 and October 9, 2015

# MEMO

To: Mayor and Council  
From: City Administrator  
Date: 9/8/15  
RE: St. Francis Fire Department Updates

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I met with members of the fire department to introduce myself and listen to any and all of their concerns and needs. The following is an update on two items some of the fire fighters were concerned with:

## **Fire Chief Succession Planning**

The firefighters expressed concern over succession planning for the Fire Chief position. They would like an internal candidate to be named Chief. Chief Kohout and myself will be putting a plan in writing. This plan will not guarantee an internal promotion, however it will be the best guide staff can put together for firefighters that wish to become the next Chief.

## **Relief Association**

The firefighters want to review an increase in their pension. Currently, they receive \$2,100 per year of service. They also suggested that a change be made to the vesting time period. City Hall has received some information on their proposed request. At this time, it was discussed with and agreed upon the firefighters in attendance at our meeting, that the Relief Association formally meet and agree on a proposal prior to bring it to City Council. From memory, they need at least 30 days to call a meeting.

## **Recommended Action:**

No action. Informational update.