

CITY OF ST. FRANCIS CITY
COUNCIL AGENDA

September 21, 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 – September 8, 2015
 - b. Securities Pledge in Lieu of Retainage-WWTF
 - c. Pay request No. 1 to Gridor Construction, Inc. for the Waste Water Treatment Facility
 - d. Final Pay Request and Change Order No. 1 to LaTour Construction, Maple Lake -Rum River Bluffs Phase 2
 - e. Payment of Claims
5. Meeting Open to the Public - *Open Forum is an opportunity for citizens to sign up before the Council meeting and present an issue or concern to City Council. Each presentation should be limited to no more than three minutes unless City Council grants more time.*
6. Petitions, Requests, Applications
 - a. ISD #15 Presentation on 5 Year Strategic Plan
 - b. St. Francis Youth Baseball Association Recognition of Donation
 - c. Public Hearing: Herbst Annexation
 - d. Northland Securities: PFA Authority Credit Enhancement Program Agreement
G.O. Temporary Sewer Revenue, Series 2015B - Resolution 2015-48
7. Ordinances & Resolution
 - a. Ordinance 204, Second Series: Adopting Midcontinent Communications Franchise Agreement-Second Reading
 - b. Ordinance 205, Second Series: Amending Section 1.02 Entitled “Definitions” and Further Adopting Section 2.37 of the City Code Entitled “Community/Economic Development Director” – Second Rdg
 - c. 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
 - d. Ordinance 207, Second Series: Amending Chapter 5 of the City Code Regarding the Licensing for Alcohol Sales at Production Facilities – First Reading
 - e. Ordinance 208, Second Series: Annexing land Located in Athens Township, Isanti County MN Pursuant to MN Statues 414.033 subdivision 2(3), Permitting Annexation by Ordinance
8. Reports of Consultants & Staff Members
 - a. Engineer:
 - b. Attorney:
 - c. Staff:
 - Fire Dept.:
 - Public Works:
 - Liquor Store:
 - Police:
 - City Administrator:
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
13. Adjournment

Calendar of Events

Sept 20: St. Francis Lions – Breakfast at American Legion Kick Off to Homecoming Week
Sept 21: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm
Sept 25: SFHS Football Homecoming Game vs St. Michael 7:00 pm
Oct 5: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm
Oct 19: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm
Oct 21: Planning Comm. Meeting @ ISD #15 Central Services Center (District Offices) 7:00 pm

MEMO

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

RE: Agenda Memorandum – September 21st, 2015 Meeting

Agenda Items:

4. Consent Agenda:

- a. City Council Minutes – September 8th, 2015
- b. Securities Pledge in Lieu of Retainage - Wells Fargo will be maintaining an account for St. Francis where securities are pledged by Gridor, in lieu of retainage. Once the WWTF is completed according to the contract terms, the securities will be released back.
- c. Pay Request No. 1 to Gridor for WWTF – First payment to Gridor in the amount of \$342,950.
- d. Final Pay Request and Change Order No. 1 to LaTour Construction for Rum River Bluffs Phase 2 – Final pay request for the project.
- e. Payment of Claims – Attached are the claims

6. Petitions, Requests, Applications:

- a. ISD #15 Presentation on 5 Year Strategic Plan – Superintendent Troy Ferguson is anticipated to be in attendance to present.
- b. St. Francis Youth Baseball Association – Luke Scardiglie from the St. Francis Youth Baseball Association will be in attendance to accept recognition for a Donation to improve the dugouts at Hidden Ponds Park.
- c. Public Hearing – Herbst Annexation – A request for annexation – public comments and written communications will be accepted.
- d. Northland Securities: PFA Authority Credit Enhancement Program Agreement G.O. Temporary Sewer Revenue, Series 2015B – Resolution 2015-48
George Eilertson from Northland Securities will be in attendance to present:
 - 1) An application for participation to the PFA for the use of the States higher Bond rating for the Wastewater Treatment Plant.
 - 2) Resolution to authorize bonding.
 - a) \$16,290,000 Temporary financing for the WWTF
 - b) \$275,000 for Kerry Street
 - c) \$700,000 for 2015 Bridge Street

7. Ordinances & Resolutions:

- a. Ordinance 204, Second Series: Adopting Midcontinent Comm. Franchise Agreement– This is a second reading. Attached is a summary and the full agreement.
- b. Ordinance 205, Second Series: Amending Section 1.02 Entitled Definitions and Further adopting Section 2.37 of the City Code Entitled Community/Economic Development Director – This is a second reading to amend the City Code and establish the Community/Economic Development Director position, department creation.
- c. Ordinance 206, Second Series: Amending the I-1, I-2, B-2, and B-3 Zoning Districts Pertaining to the Expansion of permitted Uses within the B-3, Business Park District & Clarifying Purpose Statement- Recommended revisions regarding B-3 District, allowing brewpubs and small breweries. Existing and proposed ordinances attached.
- d. Ordinance 207, Second Series: Amending Chapter 5 of the City Code Regarding the Licensing of Accessory Taprooms and Cocktail Rooms – Licensing alcohol sales – 5-8-3;5-8-4;5-8-5 are new. Licensing for brewpubs, small brewer/brewpub off-sale, and Sunday sales. Existing and proposed ordinances are attached.
- e. Ordinance 208, Second Series: Annexing Land Located in Athens Township, Isanti County, MN Pursuant to MN Statutes 414.033 sub. 2(3), permitting annexation by ordinance - Herbst Annexation documentation.

8. **Reports:**

- a. **Engineer:**
- b. **Attorney:**
- c. **Staff:**
 - Building Official:**
 - Fire:**
 - Public Works:**
 - Liquor Store:**
 - Police:**
 - City Administrator:**

11. **Old Business:**

12. **New Business:**

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

CITY COUNCIL MINUTES

TUESDAY, SEPTEMBER 8, 2015

1. **Call to Order:** The regular City Council Meeting was called to order by Mayor Steve Kane at 6:00 pm.

Kane stated before we move on, I would like to say that Tim Brown is not here tonight due to his father passing away.

2. **Roll Call:** Present were Mayor Steve Kane, Council members Richard Orpen, Rich Skordahl, and Chris McClish. Tim Brown excused. Also present were City Engineer Jared Voge (Bolton & Menk), City Attorney Scott Lepak (Barna, Guzy & Steffen), City Planner Nate Sparks (Northwest Associated Consultants) Police Chief Jeff Harapat, Public Works Director Paul Teicher, City Finance Director Darcy Mulvihill, City Administrator Joe Kohlmann, and City Clerk Barb Held.

3. **Adopt Agenda:** MOTION BY McCLISH SECOND ORPEN TO ADOPT THE SEPTEMBER 8, 2015 CITY COUNCIL AGENDA. Motion carried 4-0.

4. **Consent Agenda:** MOTION BY ORPEN SECOND SKORDAHL TO APPROVE THE SEPTEMBER 8, 2015, CITY COUNCIL CONSENT AGENDA A-J AS FOLLOWS:

- 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. for \$2,528.53 and Change Order No. 1 for a deduct of \$6,097.75.
- 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. Approve the Payment of Claims for \$193,166.09 (Checks 69516-69601)
Motion carried 4-0.

5. **Meeting Open to the Public:** Steve Feldman, 22766 Poppy Street NW first question was the 30-year loan on the WWTF approved or how is it going to be before we know? Kohlmann stated we are still working with PFA but it looks like we should qualify for the 30-year loan.

Feldman said he would just like to remind the police department now that school has started the speed the cars travel along Poppy Street. The times of the speeding cars along Poppy Street are 7:00-7:30 am, 2:00-2:30 and 4:00-7:00 pm.. Your (police officers) presence does slow them down. I am sure Poppy Street is not the only street cars speed on.

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

a. **Midcontinent Communications: Public Hearing to consider Adopting**

Midcontinent Communications Franchise Agreement: Lepak reported the purpose of the public hearing is for potentially adopting a new cable franchise agreement with Midcontinent Communications. There is a statutory requirement that we hold a public hearing. Last amendment was fifteen years ago. Mayor Kane opened the public hearing at 6:05 pm. After asking three times and with no public comment, Mayor Kane closed the public hearing at 6:06 pm. No action at this time it will be addressed later on the agenda.

b. **Designation as Dangerous Dog-23821 Roanoke Street: Requested a Public Hearing:** The City received a request from the dog owner (Mark Isum) for Diesel, a dog that was involved in a recent incident leading to the Police Chief issuing a dangerous dog letter. This dog is a pit bull mix. This is a matter that is governed by City Code and State Law. City Attorney, Scott Lepak gave a background of the event(s) that lead to the issuance of the dangerous dog letter. The police reports are part of the packet. Lepak read the police reports that involved Diesel, a pit bull mix. Lepak stated you can now ask the owner to come and state his case. Kane asked the owner for his comments. No comments were heard from the owner. Now the council will need to determine the Findings of Fact, Conclusion and a Determination on this case. The council will then determine if the dog will be deemed dangerous. Dog was off property and not under control of the owner and not only on one occasion. MOTION BY ORPEN SECOND McCLISH TO AFFIRM THE CHIEF'S ORDER TO DECLARE THE DOG (DIESEL) DANGEROUS. Motion carried 4-0.

c. **Resident on Flintwood Street: Reduction in Speed Limit:** Jennifer Knafla, 22997 Flintwood Street submitted a letter to the city council asking the speed limit on Flintwood Street be lowered to 25 MPH. Ms. Knafla gave a list of six reasons why the speed limit should be lowered. The current speed limit on this street is 35 MPH. Voge stated this is a similar request that we have received in the past. Looking at maps this is a rural residential development the driveway spacing in this development deems this area to 35 MPH. Without a speed study, this area cannot be lowered. Orpen asked if the City could be more stringent than the State Statues. Voge said we can check into that but I am not aware the city council can lower the speed limits. Orpen would like to know if we could be more stringent.

Before we address the resolutions and ordinances, Mayor Kane asked that we take a moment to award Finance Director Darcy Mulvihill with the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA). The award represents a significant achievement by the entity. This reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting.

7. **Ordinances & Resolution:**

a. **Resolution 2015-40: Adjusting the Tax Levy for the G.O. Improvement and Utility Revenue Bonds, Series 2007A:** MOTION BY SKORDAHL SECOND McCLISH TO

ADOPT RESOLUTION 2015-40 A RESOLUTION ADJUSTING THE TAX LEVY FOR THE G.O. IMPROVEMENT AND UTILITY REVENUE BONDS, SERIES 2007A. Motion carried 4-0.

b. Resolution 2015-41: Providing Preliminary Approval of a Proposed 2015 Tax Levy, Collectible in 2016 and Setting Budget Hearing Date: Kane asked the council should we add a 1% levy increase for future project. Mulvihill said a 1% would be an estimate increase on a median household would be \$20.00. Orpen said so if we increased it to 2% later on in the year we can go lower but not increase it? Mulvihill said yes. MOTION BY ORPEN SECOND SKORDAHL TO ADOPT RESOLUTION 2015-41 A RESOLUTION PROVIDING PRELIMINARY APPROVAL OF A PROPOSED 2015 TAX LEVY COLLECTIBLE IN 2016 AS AMENDED AND SETTING THE BUDGET HEARING DATE FOR . Motion carried 4-0.

c. Resolution 2015-42: Reimburse Certain Expenditure from Proceeds of Bond: MOTION BY McCLISH SECOND SKORDAHL TO ADOPT RESOLUTION 2015-42 A RESOLUTION ESTABLISHING PROCEDURES RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE. Motion carried 4-0.

d. Resolution 2015-43: Declaring Surplus Property “Recovered Property”: MOTION BY McCLISH SECOND ORPEN TO ADOPT RESOLUTION 2015-43 A RESOLUTION DECLARING SURPLUS PROPERTY. Motion carried 4-0.

e. Resolution 2015-44: Fire Fighter Declaration for PERA: Orpen asked why would he get to join PERA and not the others. As a fire chief, he cannot join the relief association. Orpen asked about the cost to the city. Mulvihill said she is not sure right off hand what the percentage was. However, when our previous chief was here, he too belonged to PERA. MOTION BY SKORDAHL SECOND McCLISH TO ADOPT RESOLUTION 2015-44 A RESOLUTION DECLARING SURPLUS PROPERTY AND AUTHORIZING THE DISPOSAL OF SAID PROPERTY. Motion carried 4-0.

f. Resolution 2015-45: Proclaiming October as “Domestic Violence Awareness Month”: MOTION BY McCLISH SECOND SKORDAHL TO ADOPT RESOLUTION 2015-45 A RESOLUTION PROCLAIMING OCTOBER AS “DOMESTIC VIOLENCE AWARENESS MONTH”. Motion carried 4-0.

g. Ordinance 204, Second Series: Adopting Midcontinent Communications Franchise Agreement-First Reading: MOTION BY ORPEN SECOND McCLISH APPROVING THE FIRST READING OF ORDINANCE 204, SECOND SERIES ENTITLED “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 SYSTEMS; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISION”. Roll Call: Ayes: Orpen, McClish, Skordahl, and Kane Nays: None. Motion carried 4-0.

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: MOTION BY McCLISH SECOND SKORDAHL APPROVING THE FIRST READING OF ORDINANCE 205, SECOND SERIES AMENDING SECTION

1.02 ENTITLED “DEFINITIONS” AND FURTHER ADOPTING SECTION 2.37 OF THE CITY CODE ENTITLED “COMMUNITY/ECONOMIC DIRECTOR”. Roll Call: Ayes: Skordahl, McClish, Orpen, and Kane. Nays: None. Motion carried 4-0.

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: Skordahl reported the planning commission has been reviewing this amendment. This ordinance as presented would not allow growler sales. I think this might be a mistake by not allowing brewers to sell growlers. Orpen agreed with Skordahl, I think it would not hurt our liquor store. Skordahl said it was not part of the zoning ordinance but in the liquor ordinance. MOTION BY ORPEN SECOND SKORDAHL TABLING THE FIRST READING OF 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. Motion carried 4-0.

j. Ordinance 207, Second Series: Amending Chapter 5 of the City Code Regarding the Licensing of Accessory Taprooms & Cocktail Rooms – First Reading: MOTION BY ORPEN SECOND SKORDAHL TABLING ORDINANCE 207, SECOND SERIES AMENDING CHAPTER 5 OF THE CITY CODE REGARDING THE LICENSING OF ACCESSORY TAPROOMS & COCKTAIL ROOMS. Motion carried 4-0.

8. Reports of Consultants & Staff Members:

a. Engineer: 1. Bridge Street Utilities – Res. 2015-46 Receiving and Awarding Contract: City Engineer Jared Voge reported that at the July 7, 2014 City Council meeting a Feasibility Report was presented regarding the Bridge Street Improvements. At that same meeting, the Council adopted a resolution authorizing the preparation of plans and specifications. During the July 6, 2015 City Council meeting the City Council approved the plans and specifications and authorized advertisement. On August 27, 2015, three bids were received for the project. They were from LaTour Construction of Maple Lake, MN \$1,203,611.30; R.L. Larson Excavating of St. Cloud, MN \$1,493,302.00 and the third bid from Northdale Construction Company of Albertville, MN \$1,639,828.17. 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. This also includes 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 outside of the defined county project boundary. As a result, the utility improvements were required to be split into two sections, the area within the county project boundary and the area outside of the county project boundary. Anoka County is expected to award a contract for their portion on September 8, 2015 during the county board meeting. McClish asked what the estimate was. The bids came in higher than what was in the financial plan. MOTION BY McCLISH SECOND ORPEN TO ACCEPT THE THREE BIDS AND ADOPT RESOLUTION 2015-46 A RESOLUTION AWARDED CONTRACT FOR THE BRIDGE STREET UTILITY

IMPROVEMENTS TO LaTOUR CONSTRUCTION OF MAPLE LAKE, MN WITH A BID AMOUNT OF \$1,203,611.30. Motion carried 4-0.

2. Trail Maintenance: Accepting and Awarding the Quotes: Voge stated 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. Quotes were received for maintenance associated with approximately fifty percent of the city's trail system. Two quotes were received for crack filling and applying RePlay to the trail surfaces. Quotes were from Borgen Inc of Mountain Lake, MN \$93,712.10 and M.R. Paving & Excavating, Inc. of New Ulm, MN \$103,765.50. MOTION BY KANE SECOND McCLISH TO ACCEPT THE TWO QUOTES AND AWARD THE LOW QUOTE FOR THE TRAIL MAINTENANCE TO BARGEN, INC. OF MOUNTAIN LAKE, MN IN THE AMOUNT OF \$93,712.10 AND AUTHORIZE THE USE OF PARK DEDICATION FUNDS IN THAT AMOUNT. Motion carried 4-0.

3. 232nd/Kerry/Ivywood Street Improvements- Res. 2015-47 Calling for an Assessment Hearing: Voge stated at the August 3, 2015 City Council meeting, the council awarded the Kerry Street NW, 232nd Lane NW and Ivywood Street NW Street Improvement project to North Valley, Inc. Construction is expected to begin this week and 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. A resolution is included with your material stating the public hearing date to be October 19, 2015. MOTION BY SKORDAHL SECOND McCLISH TO ADOPT RESOLUTION 2015-47 A RESOLUTION CALLING HEARING ON PROPOSED ASSESSMENT FOR THE KERRY STREET NW, 232nd LANE NW AND IVYWOOD STREET NW STREET IMPROVEMENT. Motion carried 4-0.

b. **Attorney:**

c. **Staff:**

Bldg. Official:

Fire Dept.:

Public Works:

Liquor Store:

Police Dept:

City Administrator: Fire Department Report Update: City Administrator Joe Kohlmann reported he met with some of the members of the fire department to introduce himself and listen to any all of their concerns and needs. All members were invited but only a few where there. The two items the fire fighters there were concerned with were; fire chief succession planning and their relief association and the benefit. They will meet as a group to discuss their relief association and then make a report to present to the city council.

9. **Reports from Council Members:** Skordahl said the park along Roanoke Street looks good and thank you to our public works department.

Thank the police and fire department for Night to Unite. Wish pet owners would be responsible/good pet owners.

Orpen said I too forgot to thank the police and fire departments for participating in Night to Unit. The fire department came out to our neighborhood and the kids enjoyed it. St. Francis

Community Drug Awareness is sponsoring a 5k. It is free but a goodwill offering will be accepted. I am running, and would invite everyone to run/walk it on Saturday, September 19.

McClish too thank police and fire for attending Night to Unite. Good opportunity for residents to see the equipment and meet staff.

10. **Report from Mayor:** Several weeks ago, myself, the city administrator and our planner met with Mary T. They own Camila Rose which is a senior citizen facility. They are still looking at St. Francis as a potential site.

Last week myself, council member McClish and our city administrator met with Anoka County and the YMCA. They may look at putting in some research center in the YMCA. This would have to be taken back to the full County board. We will keep you updated.

11. **Old Business:** None.

12. **New Business:** None.

13. **Adjournment:** Mayor Kane adjourned at 7:14 pm.

Barbara I. Held, City Clerk



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

7533 Sunwood Drive NW • Ramsey, MN 55303

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

www.bolton-menk.com

July 31, 2015

City of St. Francis
Attn: Joe Kohlmann
City Administrator
23340 Cree St. NW
St. Francis, MN 55070-9390

Re: Securities Pledge in lieu of Retainage
Wastewater Facility Improvements
St. Francis, Minnesota

Dear Mr. Kohlmann:

Please find enclosed 3 copies of the necessary documents for securities in lieu of retainage for the work performed by Gridor Construction associated with the Wastewater Treatment Improvements. If you in agreement, please sign 3 all three copies and keep one for your records. Please return two executed copies directly to:

Gridor Construction
Attn Gregg Schreiner
3990 27th St SE
Buffalo, MN 55313

It is anticipate this process will begin with the partial payment request for August 2015 through the end of the project. The partial payment request for July 2015 has been made and is submitted to you under a separate cover with the standard 5% retainage.

Should you have any additional information be required, please do not hesitate to give me a call.

Sincerely,
BOLTON & MENK, INC.

Paul Saffert, P.E.
Project Engineer



GRIDOR CONSTR., INC.

3990 27th STREET SE
BUFFALO, MN 55313

(763) 746-9070
(Fax) 559-3736

Improving America's Water Quality since 1970

July 28, 2015

Mr. Paul Saffert, P.E.
Bolton & Menk
7533 Sunwood Drive NW, #206
Ramsey, MN 55303

RE: Wastewater Treatment Facility Improvements Project
St. Francis, Minnesota
Bolton & Menk Project No. R21.109015

Dear Mr. Saffert:

Gridor has pledged bonds in lieu of retainage to the City of St. Francis for the above mentioned project. Enclosed you will find three (3) sets of new depository instructions to our broker for the pledging of the securities in the name of the City of St. Francis. Please have the city sign all three copies and then return two copies to our main office. We will keep one copy for our file and send the other to Wells Fargo Advisors.

The original pledge is for \$450,000.00 and will be pledged for the duration of the project. There will be additional pledges as required throughout the project to bring the account balance up to 5% of the contract value. Once Gridor has met the contract requirements for the project we will then ask for release of the securities. We cannot release these securities without signed written consent from the City of St. Francis. I will enclose confirmation of the security placed in your account at Wells Fargo Advisors.

We will have Wells Fargo provide copies of the retainage account monthly to Paul Saffert.

Thank you for your cooperation in this matter. Feel free to contact me with any concerns. My direct dial phone number is #763-746-9077 or email me at jason@gridor.com.

Sincerely,

Jason Theisen

Enclosures

GRIDOR CONSTR., INC.

3990 27th ST SE
BUFFALO, MN 55313

763-559-3734
(Fax) 559-3736

Improving America's Water Quality since 1970.

July 28, 2015

Wells Fargo Advisors, LLC.
601 Carlson Parkway, Suite 190
Minnetonka, MN 55305

RE: Wastewater Treatment Facility Improvements Project
St. Francis, Minnesota
Account No. 2858-6023

With this letter Gridor Constr., Inc. (Depository) instructs Wells Fargo Advisors, LLC. (Broker) to maintain an account for the City of St. Francis, Minnesota (Public Entity). Depository authorizes Broker to hold certain securities owned by Depository in a separate account (the "Account") as an Alternative Form of Retainage pursuant to Minn. Stat. §§ 15.71-15.73. Any securities pledged by Depository to the Account are to secure the Public Entity as retainage for the Depository's performance of its duties related to the Wastewater Treatment Facility Improvements Project ("Project"). All costs and expenses of the safekeeping and handling of the securities hereunder shall be paid by the Depository.

All interest accrued in the securities held in the Account will be credited to the account of the Depository. The securities pledged by Depository to be held in the Account shall be of the character described in Minn. Stat. § 15.73, subdivision 3. Further, all securities purchased to be held in the Account shall be in accordance with Federal and State laws and statutes. Quarterly, the Broker shall send the Public Entity statements regarding the Account. Such securities shall not be released without prior written consent of the Public Entity.

The Depository is authorized to make substitutions of securities with similar quality and value without first obtaining specific authority from the Public Entity to do so. The Broker shall send to the Public Entity receipts describing any substitution.

Upon final completion of all Project duties in accordance with the contract documents and acceptance thereof by the Public Entity, the Public Entity agrees to release such securities as remain in the Account.

In the event of Default by the Depository in accordance with the contract documents for the Project, the securities held in the Account and the accrued interest thereon shall be released by the Broker to the Public Entity upon its written request and without the consent of the Depository.

PREPARED BY:

Gridor Constr., Inc. (Depository)



Printed Name GH Theisen, President

Date 7-28-15

ACCEPTED BY:

City of St. Francis, MN (Public Entity)

Printed Name _____

Date _____



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

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

July 31, 2015

City of St. Francis
Attn: Joe Kohlmann
City Administrator
23340 Cree St. NW
St. Francis, MN 55070-9390

RE: Pay Request No. 1
Wastewater Treatment Improvements
St. Francis, Minnesota
BMI Project No.: R21.109015

Dear Mr. Kohlmann:

Please find enclosed three copies of Pay Request No. 1 for the above referenced project. This pay request is primarily for project mobilization and beginning the biosolids handling process. The requested and certified amount is \$342,950.00.

If you have any questions do not hesitate to call me at 612-840-6068.
Sincerely,

BOLTON & MENK, INC.

Paul Saffert, P. E.
Project Manager

PS/jo

Enclosures (3 copies, signed Pay Request No. 1)

**TRANSMITTAL FORM
GRIDOR CONSTR., INC.**



3990 27th Street SE
Buffalo, MN 55313

(763) 746-9075
(Fax) 559-3736

To BOLTON & MENK, INC.
7533 SUNWOOD DRIVE NW
RAMSEY, MN 55303

Attn PAUL SAFFERT

Date July 28, 2015
Job W.T.F.I.
Location ST. FRANCIS, MN
Your Number _____
Transmittal Number _____
Spec Section _____

We are sending by: Enclosed Separate Cover
For: Approval Fabrication Field & Files Other

Drawings as follows:

NO. PRINTS	SUBMITTAL NO.	DESCRIPTION
3		PAY ESTIMATE #1

Remarks: _____

NOTICE: If for Approval, kindly have same checked and return 1 copies to us with your written approval or correction as soon as possible.

GRIDOR CONSTR., INC.

Gregg Schreiner

EQUAL OPPORTUNITY EMPLOYER

APPLICATION AND CERTIFICATE FOR PAYMENT

O:\Gregg\Current Jobs\St. Francis, MN\Pay Estimates\Pay Estimate #1.xls\Summary Page

TO OWNER: City of St. Francis
4058 St. Francis Blvd. NW
St. Francis, MN 55070

PROJECT: Wastewater Treatment Facility Improvements APPLICATION NO.: 1
PERIOD TO: 7/9/15 TO 7/28/15
PROJECT NO.: R21.109015
SUBSTANTIAL CONTRACT DATE: 03/20/17
FINAL CONTRACT DATE: 05/19/17

CONTRACTOR: Gridor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

ENGINEER: Bolton & Menk, Inc.
7533 Sunwood Drive N.W.
Ramsey, MN 55303

CONTACT: Gregg Schreiner Paul Saffert

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM..... \$21,832,300.00
2. Net change by Change Orders..... \$0.00
3. CONTRACT SUM TO DATE (Line 1 + Line 2)..... \$21,832,300.00
4. TOTAL COMPLETED & STORED TO DATE..... \$361,000.00
5. RETAINAGE: Securities in Lieu of Retainage
 - A. 5% of Completed to Date \$18,050.00
 - B. 5% of Stored Materials \$0.00
 - Total Retainage \$18,050.00
6. TOTAL EARNED LESS RETAINAGE..... \$342,950.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$0.00
8. CURRENT PAYMENT DUE..... \$342,950.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE..... \$21,489,350.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY

Total changes approved in previous months by Owner: COs
Total approved this month:

NET CHANGES by Change Order:

TOTALS:	\$0.00	\$0.00
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ADDITIONS

DEDUCTIONS



By: 
State of Minnesota
Subscribed and sworn to before me this 29th day of July, 2015

Notary Public: Commission Expiration 1/31/2020

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$342,950.00
ENGINEER: Bolton & Menk, Inc.

By: 
Date: 7/31/15

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

Item No.	Description of Work	C Scheduled Value	D Work Completed		E Work Completed This Period		F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
			From Previous Application	Percent	Amount	Percent				
Division 4										
4810.000	Unit Masonry Assemblies	\$230,000					\$0	\$0	0.0%	\$230,000
Subtotal for	Division 4	\$230,000	\$0.00				\$0	\$0	0.00%	\$230,000
check										
Division 5										
5100.000	Structural Metal	\$30,000					\$0	\$0	0.0%	\$30,000
5500.000	Miscellaneous Metal Work	\$140,000					\$0	\$0	0.0%	\$140,000
5520.000	Handrails & Railings	\$50,000					\$0	\$0	0.0%	\$50,000
5521.000	Roof Hatches	\$6,000					\$0	\$0	0.0%	\$6,000
Subtotal for	Division 5	\$226,000	\$0.00				\$0	\$0	0.00%	\$226,000
check										
Division 6										
6100.000	Rough Carpentry	\$10,000					\$0	\$0	0.0%	\$10,000
6200.000	Finish Carpentry	\$1,000					\$0	\$0	0.0%	\$1,000
6400.000	Interior Architectural Woodwork	\$1,000					\$0	\$0	0.0%	\$1,000
6410.000	Solids Surface Sills & Thresholds	\$3,000					\$0	\$0	0.0%	\$3,000
Subtotal for	Division 6	\$15,000	\$0.00				\$0	\$0	0.00%	\$15,000
check										
Division 7										
7150.000	Dampproofing	\$5,000					\$0	\$0	0.0%	\$5,000
7190.000	Vapor Barrier	\$5,000					\$0	\$0	0.0%	\$5,000
7210.000	Building Insulation	\$20,000					\$0	\$0	0.0%	\$20,000
7535.000	Fully Adhered Membrane Roof System	\$170,000					\$0	\$0	0.0%	\$170,000
7800.000	Flashing & Sheet Metal Work	\$30,000					\$0	\$0	0.0%	\$30,000
7900.000	Caulking & Sealants	\$20,000					\$0	\$0	0.0%	\$20,000
Subtotal for	Division 7	\$250,000	\$0.00				\$0	\$0	0.00%	\$250,000
check										
Division 8										
8110.000	Doors & Frames	\$50,000					\$0	\$0	0.0%	\$50,000
8360.000	Upward Acting Sectional Doors	\$15,000					\$0	\$0	0.0%	\$15,000
8700.000	Hardware	\$30,000					\$0	\$0	0.0%	\$30,000
8800.000	Glass & Glazing	\$6,000					\$0	\$0	0.0%	\$6,000
Subtotal for	Division 8	\$101,000	\$0.00				\$0	\$0	0.00%	\$101,000
check										

Item No.	Description of Work	C Scheduled Value	D Work Completed		F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
			From Previous Application	This Period				
			Percent	Amount				
Division 9								
9111.000	Non-Load Bearing Steel Framing	\$15,000			\$0	\$0	0.0%	\$15,000
9250.000	Gypsum Drywall	\$25,000			\$0	\$0	0.0%	\$25,000
9310.000	Ceramic Tile	\$8,000			\$0	\$0	0.0%	\$8,000
9500.000	Acoustical Ceiling System	\$6,000			\$0	\$0	0.0%	\$6,000
9900.000	Wastewater Treatment Facility Painting	\$350,000			\$0	\$0	0.0%	\$350,000
9930.000	Concrete Staining	\$15,000			\$0	\$0	0.0%	\$15,000
Subtotal for	Division 9	\$419,000	\$0.00		\$0	\$0	0.00%	\$419,000
			check					
Division 10								
10110.000	Marker Board	\$1,000			\$0	\$0	0.0%	\$1,000
10155.000	Toilet Compartment	\$2,300			\$0	\$0	0.0%	\$2,300
10250.000	Safety Devices	\$4,000			\$0	\$0	0.0%	\$4,000
10250.000	Wall Surface Protection	\$1,000			\$0	\$0	0.0%	\$1,000
10400.000	Identifying Devices	\$6,000			\$0	\$0	0.0%	\$6,000
10800.000	Toilet Accessories	\$2,000			\$0	\$0	0.0%	\$2,000
Subtotal for	Division 10	\$16,300	\$0.00		\$0	\$0	0.00%	\$16,300
			check					

Item No.	Description of Work	C Scheduled Value	D		E		F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
			From Previous Application	Work Completed This Period	Percent	Amount				
Division 11 & 12										
11214.000	Vertical Turbine Pumps	\$160,000					\$0	\$0	0.0%	\$160,000
11245.000	Polymer Mix/ Feed System - Allowance	\$235,000					\$0	\$0	0.0%	\$235,000
11246.000	Carbon Feed System - Allowance						\$0	\$0	0.0%	\$0
11248.000	Ferric Chloride Feed System - Allowance						\$0	\$0	0.0%	\$0
11285.000	Ultraviolet Disinfection - Allowance	\$635,000					\$0	\$0	0.0%	\$635,000
11280.000	Hydraulic Gates	\$30,000					\$0	\$0	0.0%	\$30,000
11310.000	Centrifugal Wastewater Pumps	\$120,000					\$0	\$0	0.0%	\$120,000
11311.000	Submersible Centrifugal Pumps	\$110,000					\$0	\$0	0.0%	\$110,000
11312.000	Recessed Impeller Vortex Pump	\$25,000					\$0	\$0	0.0%	\$25,000
11318.000	Screw Impeller Centrifugal Pumps	\$25,000					\$0	\$0	0.0%	\$25,000
11320.000	Grit Removal System	\$54,000					\$0	\$0	0.0%	\$54,000
11321.000	Grit Separation System	\$35,000					\$0	\$0	0.0%	\$35,000
11335.000	Fine Screen	\$90,000					\$0	\$0	0.0%	\$90,000
11345.000	Chlorination/ Dechlorination Equipment - Allowance						\$0	\$0	0.0%	\$0
11351.000	Clarifier Equipment - Suction Type Clarifier	\$200,000					\$0	\$0	0.0%	\$200,000
11373.000	Blower System (PD w/ Enclosure)	\$290,000					\$0	\$0	0.0%	\$290,000
11374.000	Fine Pore Membrane Aeration Equipment	\$85,000					\$0	\$0	0.0%	\$85,000
11385.000	Coarse Bubble Aeration System	\$85,000					\$0	\$0	0.0%	\$85,000
11386.000	Rapid Mixers	\$13,000					\$0	\$0	0.0%	\$13,000
11387.000	Submersible Mixers	\$55,000					\$0	\$0	0.0%	\$55,000
11600.001	Laboratory Equipment	\$46,000					\$0	\$0	0.0%	\$46,000
11600.002	Laboratory Equipment - Allowance	\$25,000					\$0	\$0	0.0%	\$25,000
11630.000	Automatic Sampler	\$39,000					\$0	\$0	0.0%	\$39,000
12300.000	Furnishings - Allowance	\$25,000					\$0	\$0	0.0%	\$25,000
12346.000	Casework	\$30,000					\$0	\$0	0.0%	\$30,000
Subtotal for	Division 11 & 12	\$2,412,000	\$0.00				\$0	\$0	0.00%	\$2,412,000
check										
Division 13										
13126.000	Circular Tank Covers	\$290,000					\$0	\$0	0.0%	\$290,000
13211.000	Water Storage Tank Disinfection	\$1,000					\$0	\$0	0.0%	\$1,000
13222.000	Filter Underdrain System	\$90,000					\$0	\$0	0.0%	\$90,000
13226.000	Filter Media & Gravel	\$30,000					\$0	\$0	0.0%	\$30,000
13228.000	Filter Washwater Troughs	\$30,000					\$0	\$0	0.0%	\$30,000
13852.000	Grating	\$30,000					\$0	\$0	0.0%	\$30,000
Subtotal for	Division 13	\$471,000	\$0.00				\$0	\$0	0.00%	\$471,000
check										
Total										
\$2,883,000										
\$0.00										
\$0										
0.00%										
\$2,883,000										

Item No.	Description of Work	C Scheduled Value	D		E		F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
			From Previous Application	Work Completed This Period	Percent	Amount				
Division 14										
14300.000	Hoisting Equipment	\$12,000						\$0	0.0%	\$12,000
14620.000	Portable Hoist	\$4,000						\$0	0.0%	\$4,000
Subtotal for	Division 14	\$16,000	\$0.00			\$0		\$0	0.00%	\$16,000
check										
Division 15										
15050.000	Industrial Hose & Fittings	\$6,000						\$0	0.0%	\$6,000
15060.000	Process Pipe & Pipe Fittings	\$855,000						\$0	0.0%	\$855,000
15100.000	Valves	\$400,000						\$0	0.0%	\$400,000
15101.000	Electrical Valve Actuators							\$0	0.0%	\$0
15102.000	Pneumatic Valve Actuators							\$0	0.0%	\$0
15130.000	Gauges	\$20,000						\$0	0.0%	\$20,000
15140.000	Supports & Anchors	\$90,000						\$0	0.0%	\$90,000
15250.000	Mechanical Insulation	\$40,000						\$0	0.0%	\$40,000
15400.000	Plumbing	\$440,000						\$0	0.0%	\$440,000
15500.000	Heating/ Ventilating & Air Conditioning	\$530,000						\$0	0.0%	\$530,000
15510.000	Hydronic Heating Systems	\$300,000						\$0	0.0%	\$300,000
15950.000	HVAC Controls	\$50,000						\$0	0.0%	\$50,000
15990.000	TAB	\$5,000						\$0	0.0%	\$5,000
Subtotal for	Division 15	\$2,736,000	\$0.00			\$0		\$0	0.00%	\$2,736,000
check										
Division 16										
16010.000	Electrical General Provisions	\$50,000						\$0	0.0%	\$50,000
16100.000	Basic Materials & Methods	\$250,000						\$0	0.0%	\$250,000
16200.000	Power Generation System	\$200,000						\$0	0.0%	\$200,000
16400.000	Electrical Distribution	\$250,000						\$0	0.0%	\$250,000
16500.000	Lighting	\$50,000						\$0	0.0%	\$50,000
16700.000	Special Systems	\$20,000						\$0	0.0%	\$20,000
16900.000	Starters & Motor Control	\$250,000						\$0	0.0%	\$250,000
16950.001	Instrumentation & Control	\$1,000,000						\$0	0.0%	\$1,000,000
16950.002	Computer - Allowance	\$50,000						\$0	0.0%	\$50,000
Subtotal for	Division 16	\$2,120,000	\$0.00			\$0		\$0	0.00%	\$2,120,000
check										
Grand Total										
		\$21,632,300	\$0			\$361,000		\$0	1.65%	\$21,471,300
Check										

W.T.F.I. - St. Francis, MN

Stored Materials & Equipment Summary

Giddor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55713



Pay Req. No. 1
Period Ending: 7/28/2015

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
Division 1										
1000.000	Grand Totals	\$21,932,300								
1020.001	Mobilization Insurance & Bonds	\$360,000								
1020.002	General Construction - Allowance	\$250,000								
1020.003	Utility Service - Allowance	\$25,000								
1020.003	Building Permit - Allowance	\$150,000								
Subtotal for Division 1		\$785,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Division 2										
2020.000	Biosolids Site Reclamation	\$550,000								
2060.000	Demolition of Existing Wastewater Treatment Facilities	\$40,000								
2100.000	Site Preparation	\$50,000								
2110.000	Column Foundation Systems - Allowance	\$2,450,000								
2120.000	Rammed Aggregate Pier Soils Reinforcement - Allowance									
2210.000	Finish Grading	\$30,000								
2220.000	Excavating & Backfill	\$1,100,000								
2230.000	Removing Pavement & Miscellaneous Structures	\$20,000								
2370.000	Excavation & Embankment - Roadway & Pavement	\$30,000								
2370.000	Storm Water Pollution Prevention Plan (SWPPP)	\$30,000								
2560.000	Site Utilities	\$1,000,000								
2600.000	Roads, Walks & Curbs	\$150,000								
2813.000	Design Build Irrigation System - Allowance	\$150,000								
2830.000	Chain Link Fence & Gates	\$15,000								
2835.000	Modular Block Retaining Wall	\$10,000								
2920.000	Soil Preparation, Seeding & Sodding	\$40,000								
2921.000	Prairie Restoration	\$10,000								
Subtotal for Division 2		\$5,675,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Division 3										
3200.000	Concrete Reinforcement - 760 Ton	\$1,520,000								
3300.000	Cast in Place Concrete - 8600 cy	\$3,440,000								
3400.000	Precast/Prestressed Concrete - Tress/Plant/Wall Panels	\$1,400,000								
Subtotal for Division 3		\$6,360,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Division 4										
4810.000	Unit Masonry Assemblies	\$230,000								
Subtotal for Division 4		\$230,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Division 5										
5100.000	Structural Metal	\$30,000								
5500.000	Miscellaneous Metal Work	\$140,000								
5520.000	Handrails & Railings	\$50,000								
5521.000	Roof Hatches	\$5,000								
Subtotal for Division 5		\$225,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Division 6										
6100.000	Rough Carpentry	\$10,000								
6200.000	Finish Carpentry	\$1,000								
6400.000	Interior Architectural Woodwork	\$1,000								
6410.000	Solids Surface Sills & Thresholds	\$3,000								
Subtotal for Division 6		\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

W.T.F.I. - St. Francis, MN
Stored Materials & Equipment Summary

Gridco Constr., Inc.
 3990 27th Street SE
 Buffalo, MN 55313



Pay Req. No. 1
 Period Ending: 7/28/2015

Pay Item No.	Pay Application Work Item	Schedule/Item Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
Division 7										
7150.000	Dampproofing	\$5,000								\$0
7190.000	Vapor Barrier	\$5,000								\$0
7210.000	Building Insulation	\$20,000								\$0
7535.000	Fully Adhered Membrane Roof System	\$170,000								\$0
7600.000	Flashing & Sheet Metal Work	\$30,000								\$0
7900.000	Caulking & Sealants	\$20,000								\$0
	Subtotal for Division 7	\$250,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Division 8										
8110.000	Doors & Frames	\$50,000								\$0
8360.000	Upward Acting Sectional Doors	\$15,000								\$0
8700.000	Hardware	\$50,000								\$0
8800.000	Glass & Glazing	\$50,000								\$0
	Subtotal for Division 8	\$101,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Division 9										
9111.000	Non-Load Bearing Steel Framing	\$15,000								\$0
9250.000	Gypsum Drywall	\$25,000								\$0
9310.000	Ceramic Tile	\$8,000								\$0
9500.000	Acoustical Ceiling System	\$6,000								\$0
9900.000	Wastewater Treatment Facility Painting	\$350,000								\$0
9930.000	Concrete Staining	\$15,000								\$0
	Subtotal for Division 9	\$419,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Division 10										
1010.000	Marker Board	\$1,000								\$0
10155.000	Toilet Compartment	\$2,300								\$0
10250.000	Safety Devices	\$4,000								\$0
10260.000	Well Surface Protection	\$1,000								\$0
10400.000	Identifying Devices	\$6,000								\$0
10800.000	Toilet Accessories	\$2,000								\$0
	Subtotal for Division 10	\$16,300	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Division 11 & 12										
1124.000	Vertical Turbine Pumps	\$160,000								\$0
11245.000	Polymer Mix/Feed System - Allowance	\$235,000								\$0
11246.000	Carbon Feed System - Allowance									\$0
11248.000	Ferric Chloride Feed System - Allowance									\$0
11265.000	Ultraviolet Disinfection - Allowance	\$635,000								\$0
11269.000	Hydraulic Gates	\$30,000								\$0
11310.000	Centrifugal Wastewater Pumps	\$120,000								\$0
11312.000	Submersible Centrifugal Pumps	\$110,000								\$0
11315.000	Recessed Impeller Vortex Pump	\$25,000								\$0
11320.000	Screw Impeller Centrifugal Pumps	\$54,000								\$0
11321.000	Grit Removal System	\$85,000								\$0
11335.000	Fine Screen	\$90,000								\$0
11345.000	Chlorination/Dechlorination Equipment - Allowance	\$200,000								\$0
11351.000	Clarifier Equipment - Suction Type Clarifier	\$290,000								\$0
11373.000	Blower System (PD w/ Enclosure)	\$65,000								\$0
11374.000	Fine Pore Membrane Aeration Equipment	\$85,000								\$0
11385.000	Coarse Bubble Aeration System	\$13,000								\$0
11387.000	Reaer Mixers	\$55,000								\$0
11600.001	Submersible Mixers	\$46,000								\$0
11600.002	Laboratory Equipment	\$25,000								\$0
11630.000	Automated Sampler	\$39,000								\$0
12300.000	Furnishings - Allowance	\$25,000								\$0
12346.000	Casework	\$30,000								\$0
	Subtotal for Division 11 & 12	\$2,412,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0

W.T.F.I. - St. Francis, MN
Stored Materials & Equipment Summary

Order Control, Inc.
 3940 27th Street SE
 Burdick, MN 55515



Pay Req. No. 1
 Period Ending: 7/28/2015

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining In Storage
Division 13										
13125.000	Circular Tank Covers	\$250,000								
13211.000	Water Storage Tank Disinfection	\$1,000								
13222.000	Filler Underdrain System	\$90,000								
13226.000	Filler Media & Gravel	\$30,000								
13229.000	Filler Washwater Troughs	\$30,000								
13852.000	Grating	\$30,000								
	Subtotal for Division 13	\$471,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Division 14										
14300.000	Holding Equipment	\$12,000								
14620.000	Portable Hoist	\$4,000								
	Subtotal for Division 14	\$16,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Division 15										
15650.000	Industrial Hoses & Fittings	\$6,000								
15660.000	Process Pipe & Pipe Fittings	\$655,000								
15700.000	Valves	\$400,000								
15101.000	Electrical Valve Actuators									
15102.000	Pneumatic Valve Actuators									
15130.000	Gauges	\$20,000								
15140.000	Supports & Anchors	\$90,000								
15250.000	Mechanical Insulation	\$40,000								
15400.000	Plumbing	\$460,000								
15500.000	Heating/Ventilating & Air Conditioning	\$90,000								
15510.000	Hydronic Heating Systems	\$300,000								
15550.000	HVAC Controls	\$50,000								
15590.000	TAB	\$5,000								
	Subtotal for Division 15	\$2,736,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Division 16										
16010.000	Electrical General Provisions	\$50,000								
16100.000	Basic Materials & Methods	\$250,000								
16200.000	Power Generation System	\$200,000								
16400.000	Electrical Distribution	\$250,000								
16500.000	Lighting	\$50,000								
16700.000	Special Systems	\$20,000								
16900.000	Starters & Motor Control	\$250,000								
16950.001	Instrumentation & Control	\$1,000,000								
16950.002	Computer - Allowance	\$50,000								
	Subtotal for Division 16	\$2,120,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Grand Totals		\$21,832,300	\$0	\$0		\$0	\$0	\$0	\$0	\$0



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

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

September 15, 2015

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

RE: Rum River Bluffs- Phase 2
St. Francis, Minnesota
BMI Project No: R18.106578

Dear Joe:

Enclosed please find three copies of Pay Estimate - Final and Change Order No. 1 for the above referenced project. 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. Also enclosed are withholding affidavits and lien releases for the project.

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
RUM RIVER BLUFFS - PHASE 2
ST. FRANCIS, MINNESOTA
BMI PROJECT NO. R18.106578

CONTRACTOR
OWNER
ENGINEER

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS.....	\$	460,000.45
TOTAL, COMPLETED WORK TO DATE.....	\$	460,000.45
TOTAL, STORED MATERIALS TO DATE.....		\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED.....		\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS.....	\$	460,000.45
RETAINED PERCENTAGE (0%).....	\$	-
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS).....	\$	-
NET AMOUNT DUE TO CONTRACTOR TO DATE.....	\$	460,000.45
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES.....	\$	433,956.15
PAY CONTRACTOR AS ESTIMATE NO. FINAL	\$	26,044.30

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

By Steve Jaton Project Manager 9/10/15
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 JM City Engineer 9/15/15
Jared Voge, P.E. Title Date

APPROVED FOR PAYMENT:
Owner: ST. FRANCIS, MINNESOTA

By _____ City Administrator
Joe Kohlmann Title Date

PARTIAL PAY ESTIMATE NO.
 RUM RIVER BLUFFS - PHASE 2
 ST. FRANCIS, MINNESOTA
 BMI PROJECT NO. R18.105578

FINAL

WORK COMPLETED THROUGH AUGUST 21, 2015

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED		PREVIOUS ESTIMATE		QUANTITY COMPLETED TO DATE		DIFFERENCE QUANTITY TO DATE	DIFFERENCE AMOUNT TO DATE
			BIQ	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT		
1	MOBILIZATION	16,250.00	1	16,250.00	1	16,250.00	1	16,250.00	0	-
2	REMOVE CURB & GUTTER	10.00	6	60.00	6	60.00	6	60.00	0	-
3	REMOVE BITUMINOUS PAVEMENT	5.00	22	110.00	32	160.00	32	160.00	10	50.00
4	COMMON LABORER	65.00	10	650.00	14	910.00	14	910.00	4	260.00
5	12 CU YD TRUCK	92.00	8	736.00	8	736.00	8	736.00	0	-
6	SKID LOADER	100.00	20	2,000.00	20	2,000.00	20	2,000.00	0	-
7	COMMON EXCAVATION (EV)	5.00	100	500.00	500	2,500.00	1161	5,805.00	1061	5,305.00
8	SUBGRADE EXCAVATION (EV)	5.00	25	125.00	0	-	0	-	-25	(125.00)
9	SUBGRADE PREPARATION	0.45	8,390	3,776.55	3,776.65	3,776.65	3,776.65	3,776.65	0	-
10	TOPSOIL BORROW (LV)	16.00	302	4,832.00	237	3,784.00	37	594.00	37	594.00
11	BITUMINOUS TACK COAT	3.70	380	1,406.00	290	1,073.00	290	1,073.00	-90	(333.00)
12	SALVAGE AND REINSTALL TYPE 3 BARRICADES	15.00	4	60.00	4	60.00	4	60.00	0	-
13	AGGREGATE BASE CLASS 5 (CV) (P)	15.00	300	4,500.00	0	-	0	-	-300	(4,500.00)
14	TYPE SP 12.5 WEARING COURSE (2B) 1.5" THICK	25.90	1,825	47,287.50	1,833	47,474.70	1,833	47,474.70	8	197.20
15	TYPE SP 12.5 NON WEARING COURSE (2B) 2" THICK	5.30	6,325	33,522.50	6,350	33,655.00	6,565	34,794.50	240	1,272.00
16	TYPE SP 12.5 WEARING COURSE (2B) 3" THICK (TRAIL)	6.60	6,325	41,745.00	6,350	41,910.00	6,350	41,910.00	25	165.00
17	TYPE SP 12.5 WEARING COURSE (2B) 3" THICK (TRAIL)	27.70	535	14,819.50	535	14,819.50	535	14,819.50	0	-
18	27" RC PIPE APRON W/ TRASH GUARD	1,150.00	1	1,150.00	1	1,150.00	1	1,150.00	0	-
19	21" RC PIPE APRON W/ TRASH GUARD	920.00	1	920.00	1	920.00	1	920.00	0	-
20	18" RC PIPE APRON W/ TRASH GUARD	770.00	1	770.00	1	770.00	1	770.00	0	-
21	15" RC PIPE APRON W/ TRASH GUARD	720.00	2	1,440.00	2	1,440.00	2	1,440.00	0	-
22	12" RC PIPE APRON W/ TRASH GUARD	660.00	1	660.00	1	660.00	1	660.00	0	-
23	CONSTRUCT DRAINAGE STRUCTURE, DES G	220.00	47.14	10,370.80	41.65	9,163.00	41.65	9,163.00	-5.49	(1,207.80)
24	CONSTRUCT DRAINAGE STRUCTURE, DES G	200.00	20.42	4,084.00	31.79	6,358.00	31.79	6,358.00	11.37	2,274.00
25	CONSTRUCT DRAINAGE STRUCTURE, DES 4020-60	270.00	7.44	2,008.80	6.44	1,738.80	7.44	2,008.80	1.00	270.00
26	CONSTRUCT SKIMMER STRUCTURE	3,700.00	1	3,700.00	1	3,700.00	1	3,700.00	0	-
27	CASTING ASSEMBLY (STORM)	490.00	13	6,370.00	13	6,370.00	14	6,860.00	1	490.00
28	ADJUST STORM CASTING	230.00	5	1,150.00	5	1,150.00	5	1,150.00	0	-
29	27" RC PIPE SEWER CLASS IV	45.00	25	1,125.00	25	1,125.00	25	1,125.00	0	-
30	21" RC PIPE SEWER CLASS IV	29.00	438	12,702.00	441	12,789.00	441	12,789.00	3	87.00
31	18" RC PIPE SEWER CLASS IV	27.00	99	2,673.00	98	2,646.00	98	2,646.00	-1	(27.00)
32	15" RC PIPE SEWER CLASS IV	24.50	512	12,544.00	517	12,666.50	517	12,666.50	5	122.50
33	12" RC PIPE SEWER CLASS IV	33.00	24	792.00	24	792.00	24	792.00	0	-
34	CONNECT TO EXISTING SANITARY SEWER	4,700.00	2	9,400.00	1	4,700.00	1	4,700.00	-1	(4,700.00)
35	SANITARY SEWER TELEVISION (EXISTING PIPE)	1.10	2302	2,532.20	33.77	5,403.20	33.77	5,403.20	-2302	(2,532.20)
36	CONSTRUCT SANITARY SEWER MANHOLE	160.00	33.7	5,392.00	3	480.00	3	480.00	0.07	11.20
37	CASTING ASSEMBLY (SANITARY)	350.00	3	1,050.00	3	1,050.00	3	1,050.00	0	-
38	ADJUST SANITARY CASTING	230.00	11	2,530.00	11	2,530.00	11	2,530.00	0	-
39	8"x4" PVC WVE	190.00	29	5,510.00	29	5,510.00	29	5,510.00	0	-
40	4" PVC PIPE SEWER (SDR-26)	8.40	1,224	10,281.60	1,224	10,281.60	1,224	10,281.60	0	-
41	8" PVC PIPE SEWER (SDR-35)	26.00	1,130	29,380.00	1,145	29,770.00	1,145	29,770.00	15	390.00
42	10" PVC PIPE SEWER (SDR-26)	62.00	65	4,030.00	65	4,030.00	65	4,030.00	0	-
43	CONNECT TO EXISTING WATER MAIN	910.00	3	2,730.00	3	2,730.00	3	2,730.00	-65	(65.00)
44	ADJUST VALVE BOX	120.00	9	1,080.00	8	960.00	8	960.00	-1	(120.00)
45	6" GATE VALVE & BOX	1,200.00	4	4,800.00	4	4,800.00	4	4,800.00	0	-
46	8" GATE VALVE & BOX	1,800.00	2	3,600.00	2	3,600.00	2	3,600.00	0	-
47	HYDRANT - 9" BURY DEPTH	3,800.00	2	7,600.00	2	7,600.00	2	7,600.00	0	-
48	HYDRANT - 11" BURY DEPTH	4,100.00	1	4,100.00	1	4,100.00	1	4,100.00	0	-
49	HYDRANT - 12" BURY DEPTH	4,300.00	1	4,300.00	1	4,300.00	1	4,300.00	0	-
50	1" CORPORATION STOP	200.00	29	5,800.00	29	5,800.00	29	5,800.00	0	-
51	1" CURB STOP & BOX	250.00	29	7,250.00	29	7,250.00	29	7,250.00	0	-
52	1" WATER SERVICE PIPE	7.30	1,390	9,480.00	1,197	8,738.10	1,197	8,738.10	-193	(741.90)

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED BID AMOUNT	QUANTITY PREVIOUS ESTIMATE	QUANTITY COMPLETED TO DATE	DIFFERENCE QUANTITY TO DATE	DIFFERENCE AMOUNT TO DATE
53	6" PVC WATERMAIN	\$ 15.00	48 LF	\$ 720.00	48 LF	48 LF	\$ 0.00	\$ 0.00
54	8" PVC WATERMAIN	\$ 17.00	1,205 LF	\$ 20,485.00	1,205 LF	1,205 LF	\$ 0.00	\$ 0.00
55	12" DIP WATERMAIN	\$ 58.00	58 LF	\$ 3,422.00	72 LF	72 LF	14 LF	\$ 826.00
56	WATERMAIN FITTINGS	\$ 5.50	703 LB	\$ 3,866.50	742 LB	742 LB	39 LB	\$ 214.50
57	RANDOM RIPRAP CL IV	\$ 67.00	95 TON	\$ 6,432.00	96 TON	96 TON	1 TON	\$ 67.00
58	5" CONCRETE WALK	\$ 3.70	7,075 SF	\$ 26,177.50	7,197 SF	7,197 SF	122 SF	\$ 451.40
59	MOUNTABLE CONCRETE CURB & GUTTER	\$ 8.70	3,514 LF	\$ 30,685.80	3,570 LF	3,570 LF	56 LF	\$ 483.20
60	TRUNCATED DOWNS	\$ 35.00	52 SF	\$ 1,820.00	48 SF	48 SF	-4 SF	\$ (140.00)
61	TRAFFIC CONTROL SIGN PANELS, TYPE C	\$ 2,950.00	1 LS	\$ 2,950.00	1 LS	1 LS	\$ 0.00	\$ 0.00
62	STREET NAME SIGNS	\$ 45.00	12.5 EA	\$ 562.50	13 SF	12.5 SF	0.5 SF	\$ 22.50
63	SILT FENCE TYPE MACHINE SLICED	\$ 350.00	2 EA	\$ 700.00	2 EA	2 EA	\$ 0.00	\$ 0.00
64	STORM DRAIN INLET PROTECTION	\$ 2.50	350 LF	\$ 875.00	487 LF	487 LF	137 LF	\$ 342.50
65	WOOD FIBER BIO ROLL	\$ 102.00	10 EA	\$ 1,020.00	60 EA	60 EA	50 EA	\$ (500.00)
66	TEMPORARY ROCK CONSTRUCTION ENTRANCE EROSION CONTROL BLANKET CATEGORY 0	\$ 3.00	60 SY	\$ 180.00	60 SY	60 SY	\$ 0.00	\$ 0.00
67	EROSION CONTROL BLANKET CATEGORY 0	\$ 830.00	2 SY	\$ 1,660.00	2880 SY	2880 SY	2878 SY	\$ (2.00)
68	HYDRAULIC SOIL STABILIZER, TYPE 8 BFM	\$ 1.50	3,270 LB	\$ 4,905.00	2,952 LB	2,952 LB	-318 LB	\$ (477.00)
69	HYDRAULIC SOIL STABILIZER, TYPE 8 BFM	\$ 1.25	5,500 LB	\$ 6,875.00	2,952 LB	2,952 LB	-2,548 LB	\$ (3,185.00)
TOTAL =				\$ 472,920.40	\$ 456,795.95	\$ 460,000.45	\$ 7,204.55	\$ (12,919.95)

CHANGE ORDER

No. 1 (One)

PROJECT Rum River Bluffs Phase 2 (R18.106578)

DATE OF ISSUANCE: August 21, 2015

EFFECTIVE DATE: August 21, 2015

OWNER City of St. Francis

Owner's Contract No. Same as above

CONTRACTOR LaTour Construction

ENGINEER Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

1.	Description:	Final Compensating Change Order	
	Cost:	\$(12,919.95)	
		Total Construction Cost:	\$460,000.45
		Contract Amount	<u>\$472,920.40</u>
		Total - Change Order No. 1:	\$ (12,919.95)

Attachments:(List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$472,920.40	Original Contract Times Substantial Completion: <u>November 22, 2013</u> Ready for final payment: <u>June 20, 2014</u>
Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u> \$0.00	Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> <u>0 (zero)</u> Days
Contract Price Prior to this Change Order \$472,920.40	Contract Times prior to this Change Order Substantial Completion: <u>November 22, 2013</u> Ready for final payment: <u>June 20, 2014</u>
Net Increase of this Change Order \$(12,919.95)	Net Increase of this Change Order <u>0 (zero)</u> Days
Contract Price with all approved Change Orders \$460,000.45	Contract Times with all approved Change Orders Substantial Completion: <u>November 22, 2013</u> Ready for final payment: <u>June 20, 2014</u>

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)
Date: 9/15/15

APPROVED:

By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)
Date: 9/10/15

EJCDC No. 1910—8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.
NAE\FORMS\CHANGE.EJC



PAYMENT BATCH AP 09-21-15

AA BEST PEST SERVICES, INC

09/14/2015	6705	E 101-41940-401	Repairs/Maint Buildings	PEST CONTROL	100.83
09/14/2015	6705	E 101-42110-401	Repairs/Maint Buildings	PEST CONTROL	100.83
09/14/2015	6705	E 101-42210-401	Repairs/Maint Buildings	PEST CONTROL	100.83
09/14/2015	6705	E 101-45200-401	Repairs/Maint Buildings	PEST CONTROL	100.83
09/14/2015	6705	E 602-49490-401	Repairs/Maint Buildings	PEST CONTROL	100.85
09/14/2015	6705	E 609-49750-401	Repairs/Maint Buildings	PEST CONTROL	100.83
					\$605.00

ACE SOLID WASTE, INC.

09/01/2015	1106058	E 101-42110-384	Refuse/Garbage Disposal	GARBAGE	101.31
09/01/2015	1106058	E 101-42210-384	Refuse/Garbage Disposal	GARBAGE	35.15
09/01/2015	1106058	E 101-43100-384	Refuse/Garbage Disposal	GARBAGE	25.32
09/01/2015	1106058	E 101-43100-384	Refuse/Garbage Disposal	GARBAGE	45.54
09/01/2015	1106058	E 101-43210-384	Refuse/Garbage Disposal	GARBAGE	42.91
09/01/2015	1106058	E 101-45200-384	Refuse/Garbage Disposal	GARBAGE	45.54
09/01/2015	1106058	E 101-45200-384	Refuse/Garbage Disposal	GARBAGE	25.33
09/01/2015	1106058	E 601-49440-384	Refuse/Garbage Disposal	GARBAGE	25.33
09/01/2015	1106058	E 601-49440-384	Refuse/Garbage Disposal	GARBAGE	65.07
09/01/2015	1106058	E 602-49490-384	Refuse/Garbage Disposal	GARBAGE	65.07
09/01/2015	1106058	E 602-49490-384	Refuse/Garbage Disposal	GARBAGE	25.33
09/01/2015	1106058	E 609-49750-384	Refuse/Garbage Disposal	GARBAGE	139.75
					\$641.65

AIRGAS NORTH CENTRAL

08/20/2015	9042644473	E 101-43210-217	Other Operating Supplies	SUPPLIES	289.75
08/20/2015	9042644473	E 101-45200-217	Other Operating Supplies	SUPPLIES	289.75
08/20/2015	9042644473	E 601-49440-217	Other Operating Supplies	SUPPLIES	289.75
08/20/2015	9042644473	E 602-49490-217	Other Operating Supplies	SUPPLIES	289.75
08/27/2015	9042862405	E 101-43100-217	Other Operating Supplies	SUPPLIES	32.71
08/27/2015	9042862405	E 101-45200-217	Other Operating Supplies	SUPPLIES	32.71
08/27/2015	9042862405	E 601-49440-217	Other Operating Supplies	SUPPLIES	32.71
08/27/2015	9042862405	E 602-49490-217	Other Operating Supplies	SUPPLIES	32.72
08/31/2015	9930071354	E 101-43100-217	Other Operating Supplies	SUPPLIES	5.97
08/31/2015	9930071354	E 101-43210-217	Other Operating Supplies	SUPPLIES	5.97
08/31/2015	9930071354	E 101-45200-217	Other Operating Supplies	SUPPLIES	5.97
08/31/2015	9930071354	E 601-49440-217	Other Operating Supplies	SUPPLIES	5.97
08/31/2015	9930071354	E 602-49490-217	Other Operating Supplies	SUPPLIES	5.99
					\$1,319.72

ANOKA COUNTY TREASURY DEPT.

09/03/2015	B150903M	E 101-42110-321	Telephone	OCT 2015 BROADBAND	37.50
09/03/2015	B150903M	E 101-42210-321	Telephone	OCT 2015 BROADBAND	37.50
09/03/2015	B150903M	E 101-43100-321	Telephone	OCT 2015 BROADBAND	37.50
09/03/2015	B150903M	E 101-45200-321	Telephone	OCT 2015 BROADBAND	37.50
09/03/2015	B150903M	E 601-49440-321	Telephone	OCT 2015 BROADBAND	37.50
09/03/2015	B150903M	E 602-49490-321	Telephone	OCT 2015 BROADBAND	37.50
					\$225.00

BGS (BARNA GUZY)

08/31/2015	149287	E 101-41600-304	Civil Legal Fees	MISC FORFEITURES	39.00
08/31/2015	149436	E 101-41600-304	Civil Legal Fees	MUNICIPAL	1,850.00
08/31/2015	149437	E 101-41600-304	Civil Legal Fees	GENERAL LABOR	189.00
08/31/2015	149438	E 101-41600-304	Civil Legal Fees	FRANCHISES	3,388.50
08/31/2015	149439	E 101-41600-304	Civil Legal Fees	GENNARO TERMINATION	1,193.50
08/31/2015	149440	E 101-41600-312	Criminal Legal Fees	ISUM-DANGEROUS DOG	1,430.50

08/31/2015	149441	E 101-41600-304	Civil Legal Fees	MEADOWS OF ST FRANCIS PUF	94.50
08/31/2015	149525	E 101-41600-312	Criminal Legal Fees	PROSECUTION/MISC	4,950.00
					<u>\$13,135.00</u>

BOLTON & MENK, INC.

08/20/2015	0181553	G 602-16500	Construction in Progress	2015 BRIDGE ST IMP	9,647.00
08/20/2015	0181559	E 101-41910-303	Engineering Fees	2015 GENERAL ENGINEERING	70.00
08/20/2015	0181559	E 101-43100-303	Engineering Fees	2015 GENERAL ENGINEERING	1,009.75
08/20/2015	0181559	E 101-45200-303	Engineering Fees	2015 GENERAL ENGINEERING	1,009.75
08/20/2015	0181559	E 602-49490-303	Engineering Fees	2015 GENERAL ENGINEERING	558.90
08/20/2015	0181560	E 101-43100-303	Engineering Fees	DOWNTOWN PARKING & ALLEY	2,240.00
08/20/2015	0181561	E 101-41910-303	Engineering Fees	EAST SHOP PLAT	1,070.00
08/20/2015	0181562	E 416-43100-303	Engineering Fees	KERRY STREET/232ND LANE IM	2,485.00
08/20/2015	0181563	G 803-22102	Esc-Meridian Beh Health	MERIDIAN BEHAVIORAL HEALTH	62.50
08/20/2015	0181564	E 417-43100-303	Engineering Fees	PEDERSON DRIVE IMPROVE 20'	1,352.00
08/31/2015	0181845	G 602-16500	Construction in Progress	WWTP	47,127.46
					<u>\$66,632.36</u>

COUNTY MARKET - CITY ACCOUNT

09/01/2015	224-0815	E 101-42210-212	Motor Fuels	FUEL	215.32
					<u>\$215.32</u>

COURIER, THE

09/09/2015	74019	E 101-43210-439	Recycling Days	RECYCLING	80.00
					<u>\$80.00</u>

CRAWFORD EQUIPMENT

08/24/2015	3131	E 101-43100-237	Small Equipment	TRAILER	936.72
08/24/2015	3131	E 101-45200-237	Small Equipment	TRAILER	936.73
08/24/2015	3131	E 601-49440-237	Small Equipment	TRAILER	936.72
08/24/2015	3131	E 602-49490-237	Small Equipment	TRAILER	936.72
					<u>\$3,746.89</u>

CRYSTAL SPRINGS ICE

08/29/2015	117916	E 609-49751-254	Miscellaneous Merchandise	MISC	98.98
09/01/2015	117952	E 609-49751-254	Miscellaneous Merchandise	MISC	97.56
09/05/2015	118037	E 609-49751-254	Miscellaneous Merchandise	MISC	160.40
09/08/2015	118093	E 609-49751-254	Miscellaneous Merchandise	MISC	146.14
					<u>\$503.08</u>

DAHLHEIMER DIST. CO. INC.

09/02/2015	114581	E 609-49751-252	Beer For Resale	BEER	(71.25)
09/02/2015	1169270	E 609-49751-252	Beer For Resale	BEER	15,540.35
09/02/2015	1169270	E 609-49751-254	Miscellaneous Merchandise	MISC	84.00
09/02/2015	1169270	E 609-49751-255	N/A Products	N/A	32.60
09/11/2015	114540	E 609-49751-252	Beer For Resale	BEER	5,613.90
09/11/2015	114540	E 609-49751-255	N/A Products	N/A	32.60
					<u>\$21,232.20</u>

DAY DISTRIBUTING CO.

08/31/2015	818140	E 609-49751-252	Beer For Resale	BEER	2,896.05
					<u>\$2,896.05</u>

ECM PUBLISHERS, INC.

08/28/2015	251757	E 101-41400-351	Legal Notices Publishing	MIDCONTINENT	37.63
09/04/2015	253885	G 803-22133	ESC-Kipela 23525 Variolite St	KILPELA VARIANCE	43.00
09/04/2015	253886	E 101-41400-351	Legal Notices Publishing	FLOODPLAIN	37.63
09/11/2015	445996	G 803-22135	NIH Homes Annexation	HERBST AMMEXATION	80.63
					<u>\$198.89</u>

FERGUSON WATERWORKS

08/26/2015	158755	E 601-49440-259	Water Meters	WATER METERS	2,072.45
08/26/2015	158757	E 601-49440-259	Water Meters	WATER METERS	787.55
09/08/2015	0158757-1	E 601-49440-259	Water Meters	METERS	64.34

\$2,924.34

FREEDOM SERVICES, INC.-FD

09/03/2015	15036	G 101-21706	Flex Account	OCTOBER	100.00
					<u>\$100.00</u>

FREEDOM SERVICES, INC-MA

09/03/2015	15037	E 101-41540-301	Auditing and Acct g Services	OCTOBER ADMIN FEE	71.60
					<u>\$71.60</u>

G&K SERVICES, INC

09/01/2015	1043274568	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	4.90
09/01/2015	1043274568	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	4.90
09/08/2015	1043280062	E 609-49750-219	Rug Maintenance	RUGS	11.23
09/08/2015	1043280063	E 101-41940-219	Rug Maintenance	RUGS	16.96
09/15/2015	1043285566	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	4.90
09/15/2015	1043285566	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	4.90
					<u>\$47.79</u>

GRANITE CITY JOBBING CO.

09/01/2015	869747	E 609-49750-210	Operating Supplies	OPERATING	100.30
09/01/2015	869747	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.01
09/01/2015	869747	E 609-49751-254	Miscellaneous Merchandise	MISC	6.69
09/01/2015	869747	E 609-49751-256	Tobacco Products For Resale	TOBACCO	1,220.29
09/01/2015	869747	G 101-20810	Sales Tax Payable	TAX	(0.88)
09/09/2015	870507	E 609-49750-210	Operating Supplies	OPERATING	65.05
09/09/2015	870507	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
09/09/2015	870507	E 609-49751-254	Miscellaneous Merchandise	MISC	47.04
09/09/2015	870507	E 609-49751-256	Tobacco Products For Resale	TOBACCO	544.85
09/09/2015	870507	G 101-20810	Sales Tax Payable	TAX	(0.44)
					<u>\$1,993.16</u>

GRATITUDE FARMS

09/13/2015	091315	E 101-42700-311	Contract	AUGUST 2015	350.00
					<u>\$350.00</u>

GRIDOR CONSTRUCTION, INC.

07/31/2015	073115	G 602-16500	Construction in Progress	WWTP #1	342,950.00
					<u>\$342,950.00</u>

HACH COMPANY

09/01/2015	9555377	E 601-49440-235	Lab Supplies	SUPPLIES	212.73
					<u>\$212.73</u>

HD SUPPLY WATERWORKS, LTD

08/27/2015	E288048	E 601-49440-229	Project Repair & Maintenance	REPAIRS	4,176.21
					<u>\$4,176.21</u>

ISD #15

09/09/2015	2165	E 601-49440-221	Vehicle Repair & Maintenance	2015 FORD PICKUP	17.24
09/09/2015	2165	E 602-49490-221	Vehicle Repair & Maintenance	2015 FORD PICKUP	17.24
					<u>\$34.48</u>

JOHNSON BROS WHLSE LIQUOR

08/28/2015	540050	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.52)
08/28/2015	540050	E 609-49751-253	Wine For Resale	WINE	(49.65)
09/02/2015	5248919	E 609-49751-206	Freight and Fuel Charges	FREIGHT	19.76
09/02/2015	5248919	E 609-49751-251	Liquor For Resale	LIQUOR	1,457.79
09/02/2015	5248920	E 609-49751-206	Freight and Fuel Charges	FREIGHT	68.40
09/02/2015	5248920	E 609-49751-253	Wine For Resale	WINE	2,005.20
09/02/2015	5248921	E 609-49751-252	Beer For Resale	BEER	326.46
09/02/2015	5248922	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.64
09/02/2015	5248922	E 609-49751-254	Miscellaneous Merchandise	MISC	181.87
					<u>\$4,018.95</u>

JOHNSON, RICHARD

08/27/2015	082715	E 101-42110-221	Vehicle Repair & Maintenance	MIRROR	31.99
					<u>31.99</u>

KIMS KLEANING

09/14/2015	3506	E 101-42110-402	Janitorial Service	CLEAN FLOORS PW/POLICE	234.40
09/14/2015	3506	E 101-43100-402	Janitorial Service	CLEAN FLOORS PW/POLICE	234.40
09/14/2015	3506	E 101-45200-402	Janitorial Service	CLEAN FLOORS PW/POLICE	234.40
09/14/2015	3506	E 601-49440-402	Janitorial Service	CLEAN FLOORS PW/POLICE	234.40
09/14/2015	3506	E 602-49490-402	Janitorial Service	CLEAN FLOORS PW/POLICE	234.40
					<u>\$1,172.00</u>

KOHOUT, MATT

08/25/2015	082515	E 101-42210-208	Training and Instruction	PROPANE	345.00
					<u>\$345.00</u>

LATOUR CONSTRUCTION, INC

09/10/2015	FINAL	E 420-43000-314	Construction	RUM RIVER BLUFFS	3,204.50
09/10/2015	FINAL	G 420-20600	Contracts Payable	RUM RIVER BLUFFS	22,839.80
					<u>\$26,044.30</u>

MCDONALD DIST CO.

09/03/2015	206393	E 609-49751-252	Beer For Resale	BEER	11,021.90
09/03/2015	206393	E 609-49751-254	Miscellaneous Merchandise	MISC	108.00
09/03/2015	206393	E 609-49751-255	N/A Products	N/A	71.40
09/10/2015	208181	E 609-49751-252	Beer For Resale	BEER	4,347.95
09/10/2015	208181	E 609-49751-255	N/A Products	N/A	137.50
					<u>\$15,686.75</u>

MED-COMPASS, INC.

09/02/2015	27867	E 101-43100-208	Training and Instruction	HEARING TEST	104.75
09/02/2015	27867	E 101-45200-208	Training and Instruction	HEARING TEST	104.75
09/02/2015	27867	E 601-49440-208	Training and Instruction	HEARING TEST	104.75
09/02/2015	27867	E 602-49490-208	Training and Instruction	HEARING TEST	104.75
09/02/2015	27868	E 101-42110-208	Training and Instruction	HEARING TEST	139.00
09/02/2015	27869	E 101-42210-305	Medical & Testing Fees	MEDICAL EXAM	1,190.00
					<u>\$1,748.00</u>

MES-MIDAM

09/04/2015	00666805_SNV	E 101-42210-437	Uniform Allowance	STRYKE PANT	75.31
					<u>\$75.31</u>

MIDWEST TESTING LLC

08/24/2015	3603	E 601-49440-259	Water Meters	WATER METERS	3,795.00
					<u>\$3,795.00</u>

MN DEPT OF HEALTH

09/15/2015	091515	E 601-49440-313	Sample Testing	QUARTERLY	2,504.00
					<u>\$2,504.00</u>

MN PFA

		E 602-49490-441	Miscellaneous	2015A BOND APPLICATION	500.00
					<u>\$500.00</u>

MN STATE FIRE CHIEFS ASSN.

08/18/2015	200000206	E 101-42210-441	Miscellaneous	ANNUAL CONFERENCE	250.00
					<u>\$250.00</u>

ONSITE AUTO GALSS

08/21/2015	4863	E 101-42110-221	Vehicle Repair & Maintenance	WINDSHIELD REPAIR	69.95
					<u>\$69.95</u>

OPUS 21

09/12/2015	150845	E 601-49440-382	Utility Billing	UTILITY BILLING	1,482.65
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09/12/2015	150845	E 602-49490-382	Utility Billing	UTILITY BILLING	1,482.64
					<u>\$2,965.29</u>

PHILLIPS WINE & SPIRITS CO.

09/02/2015	2845116	E 609-49751-206	Freight and Fuel Charges	FREIGHT	20.52
09/02/2015	2845116	E 609-49751-251	Liquor For Resale	LIQUOR	1,477.75
					<u>\$1,498.27</u>

RIDGE, STACY

09/10/2015	.0915	G 101-20820	Surcharge Payable	PERMIT REFUND	4.00
09/10/2015	.0915	R 101-32210	Building Permits	PERMIT REFUND	106.25
					<u>\$110.25</u>

RIVER CITY PLUMBING

08/05/2015	.0915	R 101-36200	Miscellaneous Revenues	PERMIT OVERPAID	20.00
					<u>\$20.00</u>

ROSENBAUER MN LLC

09/17/2015	66222	E 402-42210-550	C-O-L Motor Vehicles	FIRE TRUCK	258,193.00
09/17/2015	66222-1	E 402-42210-550	C-O-L Motor Vehicles	EQUIPMENT	235.00
					<u>\$258,428.00</u>

ROYAL SUPPLY

09/11/2015	17312	E 101-41940-210	Operating Supplies	SUPPLIES	45.00
09/11/2015	17312	E 101-42110-217	Other Operating Supplies	SUPPLIES	90.00
09/11/2015	17312	E 101-43100-217	Other Operating Supplies	SUPPLIES	45.00
09/11/2015	17312	E 101-45200-217	Other Operating Supplies	SUPPLIES	45.00
09/11/2015	17312	E 601-49440-217	Other Operating Supplies	SUPPLIES	45.00
09/11/2015	17312	E 602-49490-217	Other Operating Supplies	SUPPLIES	45.00
					<u>\$315.00</u>

SOUTHERN WINE & SPIRITS OF MN

09/03/2015	1323251	E 609-49751-206	Freight and Fuel Charges	FREIGHT	2.50
09/03/2015	1323251	E 609-49751-251	Liquor For Resale	LIQUOR	325.69
09/10/2015	1325413	E 609-49751-206	Freight and Fuel Charges	FREIGHT	5.00
09/10/2015	1325413	E 609-49751-251	Liquor For Resale	LIQUOR	619.35
					<u>\$952.54</u>

ST. FRANCIS TRUE VALUE HARDWAR

08/03/2015	31720	E 602-49490-217	Other Operating Supplies	SUPPLIES	4.26
08/03/2015	31730	E 601-49440-233	Water Treatment Plant Maint	SUPPLIES	6.94
08/03/2015	32790	E 101-45200-217	Other Operating Supplies	SUPPLIES	11.38
08/04/2015	31739	E 601-49440-217	Other Operating Supplies	SUPPLIES	18.96
08/04/2015	31790	E 602-49490-217	Other Operating Supplies	SUPPLIES	1.38
08/05/2015	31812	E 601-49440-217	Other Operating Supplies	SUPPLIES	5.69
08/05/2015	32726	E 601-49440-233	Water Treatment Plant Maint	SUPPLIES	1.29
08/05/2015	32727	E 601-49440-217	Other Operating Supplies	SUPPLIES	24.90
08/06/2015	31720	E 601-49440-217	Other Operating Supplies	SUPPLIES	4.27
08/06/2015	32729	E 601-49440-217	Other Operating Supplies	SUPPLIES	14.24
08/11/2015	32727	E 101-45200-217	Other Operating Supplies	SUPPLIES	24.91
08/15/2015	32731	E 601-49440-217	Other Operating Supplies	SUPPLIES	8.54
08/18/2015	21796	E 602-49490-217	Other Operating Supplies	SUPPLIES	3.38
08/24/2015	31703	E 101-45200-229	Project Repair & Maintenance	SUPPLIES	2.58
08/24/2015	32842	E 101-45200-217	Other Operating Supplies	SUPPLIES	14.23
08/26/2015	31729	E 101-45200-217	Other Operating Supplies	SUPPLIES	5.87
					<u>\$152.82</u>

THE AMERICAN BOTTLING COMPANY

09/10/2015	5449850412	E 609-49751-254	Miscellaneous Merchandise	MISC	154.72
					<u>\$154.72</u>

THELEN, DAVID

07/27/2015	.0715	E 601-49440-212	Motor Fuels	FUEL ON PERSONAL CARD	25.00
07/27/2015	.0715	E 602-49490-212	Motor Fuels	FUEL ON PERSONAL CARD	25.00

\$50.00

THORPE DISTRIBUTING COMPANY

09/14/2015	917499	E 609-49751-252	Beer For Resale	BEER	517.00
					<u>\$517.00</u>

TWIN CITIES FLAG SOURCE, INC

09/09/2015	28459	E 101-42110-217	Other Operating Supplies	FLAGS	59.34
09/09/2015	28459	E 101-42210-217	Other Operating Supplies	FLAGS	59.33
09/09/2015	28459	E 101-45200-217	Other Operating Supplies	FLAGS	59.33
					<u>\$178.00</u>

U S BANK EQUIPMENT FINANCE

09/11/2015	287353254	E 101-41400-240	Office Equip	COPIER & SCANNER	148.63
09/11/2015	287353254	E 101-43100-240	Office Equip	COPIER & SCANNER	17.77
09/11/2015	287353254	E 101-43210-240	Office Equip	COPIER & SCANNER	17.77
09/11/2015	287353254	E 101-45200-240	Office Equip	COPIER & SCANNER	17.77
09/11/2015	287353254	E 601-49440-240	Office Equip	COPIER & SCANNER	17.77
09/11/2015	287353254	E 602-49490-240	Office Equip	COPIER & SCANNER	17.79
					<u>\$237.50</u>

VINOCOPIA, INC.

08/28/2015	131801-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	14.00
08/28/2015	131801-IN	E 609-49751-251	Liquor For Resale	LIQUOR	52.25
08/28/2015	131801-IN	E 609-49751-254	Miscellaneous Merchandise	MISC	120.00
					<u>\$186.25</u>

WIRTZ BEVERAGE MN

09/03/2015	1080368568	E 609-49751-206	Freight and Fuel Charges	FREIGHT	19.21
09/03/2015	1080368568	E 609-49751-251	Liquor For Resale	LIQUOR	1,207.12
09/03/2015	1080368568	E 609-49751-253	Wine For Resale	WINE	120.00
09/10/2015	1080341263	E 609-49751-206	Freight and Fuel Charges	FREIGHT	128.68
09/10/2015	1080341263	E 609-49751-251	Liquor For Resale	LIQUOR	9,340.07
09/10/2015	1080341263	E 609-49751-253	Wine For Resale	WINE	316.00
					<u>\$11,131.08</u>

\$797,429.44

FUND SUMMARY

101 GENERAL FUND	\$26,661.13
402 CAPITAL EQUIPMENT	\$258,428.00
416 2015-KERRY & 232ND	\$2,485.00
417 2015-PEDERSON DRIVE	\$1,352.00
420 RUM RIVER BLUFFS DEVELOPMENT	\$26,044.30
601 WATER FUND	\$17,026.77
602 SEWER FUND	\$404,222.93
609 MUNICIPAL LIQUOR FUND	\$61,023.18
803 ESCROW	\$186.13
Total	<u><u>797,429.44</u></u>

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

NOTICE OF PUBLIC HEARING TO CONSIDER THE ANNEXATION BY ORDINANCE
OF CERTAIN PROPERTY CURRENTLY LOCATED IN ATHENS TOWNSHIP, ISANTI
COUNTY INTO THE CITY OF ST. FRANCIS, MINNESOTA.

NOTICE IS HEREBY GIVEN, that the City Council of the City of St. Francis, Minnesota, will meet on Monday, September 21, 2015, at 6:00 p.m. or shortly thereafter at ISD #15 Central Services Center (District Offices) located at 4115 Ambassador Blvd., in St. Francis, Minnesota, for the purpose of conducting a public hearing to consider a petition by the land owners of the real estate currently located in Athens Township, Isanti County, described in Exhibit A attached hereto and incorporated herein by reference as though fully set forth in full, and who have petitioned the City of St. Francis for annexation of said lands. The City of St. Francis has, by Resolution accepted said Petition and scheduled a Public Hearing for same pursuant to Minnesota Statutes § 414.033, Subd. 2b.

All interested parties are encouraged to attend the Public Hearing. Verbal and written testimony regarding the review will be accepted during the hearing.

Individuals unable to attend the public hearing can make written comment by writing to the City Clerk, Barbara Held, c/o City Hall, 23340 Cree Street NW, St. Francis, Minnesota, Anoka County. Written comments must be received prior to the date and time of the public hearing.



BY ORDER OF THE CITY COUNCIL:

Barbara I. Held
Barbara I. Held, City Clerk

Dated: Aug 19, 2015

**PROPERTY OWNER PETITION TO MUNICIPALITY
FOR ANNEXATION BY ORDINANCE - 120 Acres or Less**

IN THE MATTER OF THE PETITION OF CERTAIN PERSONS FOR THE
ANNEXATION OF CERTAIN LAND TO THE CITY OF ST. FRANCIS, MINNESOTA
PURSUANT TO MINNESOTA STATUTES § 414.033, SUBD. 2(3)

TO: Council of the City of St. Francis, Minnesota

PETITIONER(S) STATE: All of the property owners in number are required to commence a proceeding under Minnesota Statutes § 414.033, Subd. 2(3).

It is hereby requested by:

the sole property owner; or
 all of the property owners (If the land is owned by both husband and wife, *both* must sign the petition to represent all owners.)

of the area proposed for annexation to annex certain property described herein lying in the Township of Athens to the City of St. Francis, County of Isanti, Minnesota.

The area proposed for annexation is described as follows:

The South 957.36 feet of the East 910 feet of the East Half of the Southeast Quarter of Section Twenty-two (22), Township Thirty-four (34) North, Range Twenty-four (24) West, Isanti County, Minnesota, as measured at right angles to the East line of said East Half of the Southeast Quarter.

1. There is one property owners in the area proposed for annexation. (If a property owner owns more than one parcel in the area proposed for annexation, he/she is only counted once as an owner - the *number* of parcels *owned* by a petitioner is not counted.)
2. The land abuts the municipality and the area to be annexed is 120 acres or less, and the area to be annexed is not presently served by public wastewater facilities or public wastewater facilities are not otherwise available.

Except as provided for by an orderly annexation agreement, this clause may not be used to annex any property contiguous to any property previously annexed under this clause within the preceding 12 months if the property is owned by the same owners and annexation would cumulatively exceed 120 acres.

3. Said property is unincorporated, abuts on the city's N S E W (circle one) boundary(ies), and is not included within any other municipality.
4. The area of land proposed for annexation, in acres, is 20 acres.

5. The reason for the requested annexation is to provide for access to a land-locked parcel to City right of way for development as a residential site.

PETITIONERS REQUEST: That pursuant to Minnesota Statutes § 414.033, the property described herein be annexed to and included within the City of St. Francis, Minnesota.

Dated: 8/18/15

Signatures: Josh Herbst
Missy Helmer

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 2b, before a municipality may adopt an ordinance under subdivision 2, clause (2), (3), or (4), a municipality must hold a public hearing and give 30 days' written notice by certified mail to the town or towns affected by the proposed ordinance and to all landowners within and contiguous to the area to be annexed.

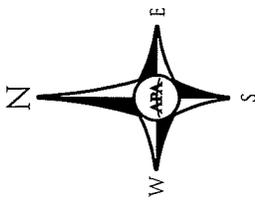
NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 11, when a municipality declares land annexed to the municipality under subdivision 2, clause (3), and the land is within a designated floodplain, as provided by section 103F.111, subdivision 4, or a shoreland area, as provided by section 103F.205, subdivision 4, the municipality shall adopt or amend its land use controls to conform to chapter 103F, and any new development of the annexed land shall be subject to chapter 103F.

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 12, when a municipality annexes land under subdivision 2, clause (2), (3) or (4), property taxes payable on the annexed land shall continue to be paid to the affected town or towns for the year in which the annexation becomes effective. If the annexation becomes effective on or before August 1 of a levy year, the municipality may levy on the annexed area beginning with that same levy year. If the annexation becomes effective after August 1 of a levy year, the town may continue to levy on the annexed area for that levy year, and the municipality may not levy on the annexed area until the following levy year.

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd 13, at least 30 days before a municipality may adopt an ordinance under subdivision 2, clause (2), (3), or (4), the petitioner must be notified by the municipality that the cost of electric utility service to the petitioner may change if the land is annexed to the municipality. The notice must include an estimate of the cost impact of any change in electric utility services, including rate changes and assessments, resulting from the annexation.

CERTIFICATE OF SURVEY

prepared for: NIH Homes



GRAPHIC SCALE

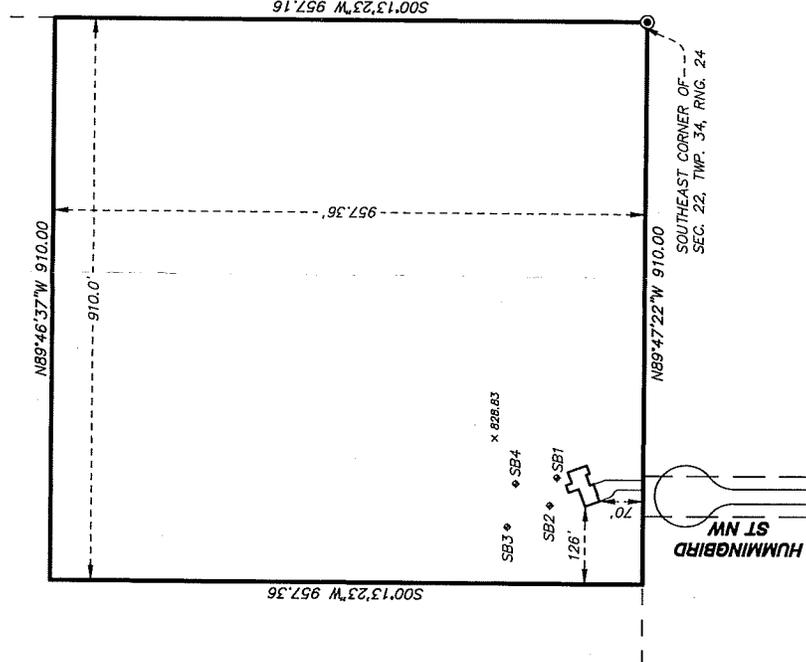


LEGEND

- ⊙ DENOTES FOUND COUNTY MONUMENT
- ⊙ DENOTES SET IRON PIPE FOR BLDG. OFFSET
- ⊙ DENOTES EXISTING SOIL BORING

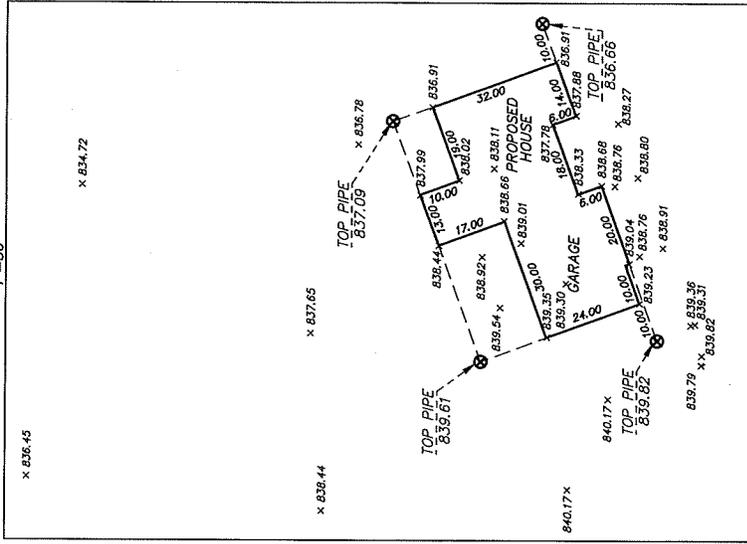
PROPERTY DESCRIPTION

The South 957.36 feet of the East 910 feet of the East Half of the Southeast Quarter (E 1/2 of SE 1/4) of Section Twenty-two (22), Township Thirty-four (34) North, Range Twenty-four (24), West, Isanti County, Minnesota, as measured at right angles to the East line of said East Half of Southeast Quarter (E 1/2 of SE 1/4).



HOUSE DETAIL

1" = 30'



CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Kyle J. Robdy
 KYLE J. ROB DY, MN LIC. NO. 42627

DATED: 7/31/15

NOTE: THE ELEVATIONS SHOWN HEREON ARE ON AN ASSUMED DATUM.



APA
 CONSULTING
 ENGINEERS & SURVEYORS

200 3RD AVENUE, SUITE 100 - CAMBRIDGE, MIN 55008
 763.689.4042 PH 763.689.6681 FAX

August 19, 2015

Athens Township Board
883 261st Avenue NE,
Isanti, MN 55040

Landowners within and contiguous to area:

The South 957.36 feet of the East 910 feet of the East Half of the Southeast Quarter of Section Twenty-two (22), Township Thirty-four (34) North, Range Twenty-four (24) West, Isanti County, Minnesota, as measured at right angles to the East line of said East Half of the Southeast Quarter.

Office of Administrative Hearings
Municipal Boundary Adjustments
P. O. Box 64620
St. Paul, MN 55164-0620

Isanti County
c/o Kevin VanHooser County Administrator
555 18th Avenue SW
Cambridge, MN 55008

RE: St. Francis Annexation – Sent by certified mail
(Joshua and Melissa Herbst)

Dear parties:

I have enclosed and hereby serve upon you a copy of a Property Owner Petition for Annexation by Ordinance, a Notice of Intent for Annexation, and a Notice of Public Hearing for property currently in Athens Township seeking inclusion into the City of St. Francis. Please be advised that the City of St. Francis will be holding a public hearing on this issue on Monday September 21, 2015 beginning on or about 6:00 p.m. You are invited to attend and provide input into this matter.

Sincerely,



City Administrator

ENC: Notice of Public Hearing
Petition for Annexation
Notice of Intent for Annexation

EXHIBIT A

The South 957.36 feet of the East 910 feet of the East Half of the Southeast Quarter of Section Twenty-two (22), Township Thirty-four (34) North, Range Twenty-four (24) West, Isanti County, Minnesota, as measured at right angles to the East line of said East Half of the Southeast Quarter.

NOTICE OF INTENT FOR ANNEXATION

IN THE MATTER OF THE NOTICE OF INTENT
FOR THE ANNEXATION OF CERTAIN LAND
TO THE CITY OF ST. FRANCIS PURSUANT TO
MINNESOTA STATUTES § 414.033, SUBD. 2(3)

TO: Athens Township Board
883-261st Avenue NE
Isanti, MN 55040

and

Office of Administrative Hearings
Municipal Boundary Adjustments
P. O. Box 64620
St. Paul, MN 55164-0620
651-361-7900

WHEREAS, the territory described below is not presently within the corporate limits of any incorporated city, and

WHEREAS, the area proposed for annexation is less than 120 acres and is not presently served by public wastewater facilities and public wastewater facilities are not otherwise available, and the municipality has received a petition for annexation by all property owners of the land.

WHEREAS, this property is not contiguous to any property owned by the same owners previously annexed under this clause within the preceding 12 months where the total annexation would exceed 120 acres; and

WHEREAS, the area proposed for annexation is described as follows:

The South 957.36 feet of the East 910 feet of the East Half of the Southeast Quarter of Section Twenty-two (22), Township Thirty-four (34) North, Range Twenty-four (24) West, Isanti County, Minnesota, as measured at right angles to the East line of said East Half of the Southeast Quarter.

WHEREAS, the area proposed for annexation abuts upon the corporate limits of the City of St. Francis, Minnesota; and

WHEREAS, the area proposed for annexation is unincorporated, abuts on the city's N S E W (circle one) boundary(ies), and is not included within any other municipality; and

WHEREAS, the area proposed for annexation is approximately twenty (20) acres in size; and

WHEREAS, the reason for the proposed annexation is to develop a land locked parcel for residential purposes; and.

WHEREAS, the nature of the area proposed for annexation is (residential, commercial, industrial, etc.): residential; and

WHEREAS, the area proposed for annexation is not included in any area that has already been designated for orderly annexation pursuant to Minnesota Statutes § 414.0325, nor in any other proceeding currently pending before the Office of Administrative Hearings - Municipal Boundary Adjustments; and

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF ST. FRANCIS, MINNESOTA that we hereby serve a Notice of Intent to annex the above-described property into the corporate limits of the City of St. Francis, Minnesota on:
Athens Township; Isanti County, Anoka County; and the Office of Administrative Hearings.

Adopted this 19th day of August, 2015



Mayor


City Clerk/Administrator



Annexation Exhibit

Legend

-  City Limits
-  Railroads
-  Parcels (5-1-2014)
-  Parcels Isanti
-  Ponds
-  Lakes
-  Rivers
-  State Land
-  City Parks
-  County Parks



Disclaimer:
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of St. Francis is not responsible for any inaccuracies herein contained.



0 474 Feet



23340 Cree Street NW
St. Francis, Minnesota 55070
763-753-2630
FAX 763-753-9881

August 11, 2015

Joshua and Melissa Herbst
21315 Eveleth Street NE
Cedar, MN 55011

RE: St. Francis and property owner petition for annexation by ordinance

Dear Mr. and Mrs. Herbst:

Pursuant to Minn. Stat. Sec. 414.033, Subd. 13, the City is required to notify you that the cost of electric utility service to the petitioner may change if the land is annexed to the municipality. The City is also required to include an estimate of the cost impact of any change in electric utility services, including rate changes and assessments, resulting from the annexation. As property that is not currently serviced by electric utility services, there should not be any immediate impact on the cost of such services resulting from the annexation. The rates for Athens Township and the City of St. Francis are as follows:

Both the City of St. Francis and Athens Township are both served by Connexus Energy.

Sincerely,

For the City of St. Francis

A handwritten signature in cursive script that reads 'Joe Kohlmann'.

Joe Kohlmann
City Administrator

661217-v1

CREDIT ENHANCEMENT PROGRAM	APPLICATION FOR PARTICIPATION		MN Public Facilities Authority 1 st Natl Bank Bldg, Suite W820 332 Minnesota Street St. Paul, MN 55101-1378
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GENERAL INFORMATION AND INSTRUCTIONS: Minnesota Statutes, Section 446A.086 provides a procedure for the State to preclude default on general obligation bonds issued by cities and counties for certain specified purposes. The governmental unit must enter into an agreement with the Public Facilities Authority under which it covenants and obligates itself to be bound by this statute prior to the issuance of debt obligations in order to participate in this program. The purpose of this application is to: (1) inform the Minnesota Public Facilities Authority ("PFA") that participation in the program is desired, (2) request that the PFA execute the Credit Enhancement Program Agreement.

TO BE COMPLETED BY THE GOVERNMENTAL UNIT			
Name of Governmental Unit City of St. Francis	Address 23340 Cree St. NW	City St. Francis	Zip Code 55070
Name of City/County Contact Person Darcy Mulvihill	Title Finance Director	Telephone Number 763-235-2306	Fax Number 763-753-9881

BOND ISSUE INFORMATION	Title/Description of Bonds General Obligation Temporary Sewer Revenue Bonds, Series 2015B	Total Amount to be Issued: \$ 16,290,000	
	Purpose for which bonds are being issued: To finance the construction of a new wastewater treatment facility		
	Dated Date 11-1-15	Expected Sale/Pricing Date 10-5-15	Final Maturity Date 11-1-16

BOND COUNSEL INFORMATION		
Bond Counsel Firm Kennedy & Graven, Chartered	Address 470 U.S. Bank Plaza, 200 South Sixth Street	
City Minneapolis	State MN	Zip Code 55402
Bond Counsel Contact Person Julie Eddington	Telephone Number 612-337-9213	Fax Number 612-337-9310

Application Submittal Date: 9-21-15

** This date should be at least two weeks prior to expected sale/pricing date. If less time, please contact the PFA.*

THIS COMPLETED APPLICATION FORM MUST BE ACCOMPANIED BY:

1. A nonrefundable application fee of \$500 in the form of a check made payable to the Minnesota Public Facilities Authority.
2. Four copies of the fully completed Credit Enhancement Program Agreement, executed with original signatures by the Governmental Unit and the Paying Agent. The form of agreement provided by the Public Facilities Authority must not be altered.
3. An opinion of bond counsel in the form required.
4. Copy of resolution authorizing the governmental unit to enter into the Credit Enhancement Program Agreement and obligating the governmental unit to be bound by the provisions of Minnesota Statutes Section 446A.086.

PLEASE RETURN TO:

Minnesota Public Facilities Authority
1st National Bank Building, Suite W820
332 Minnesota Street
St. Paul, MN 55101-1378
Attn: Jennifer Frasl
Phone: 651-259-7469
Fax: 651-296-8833

**CERTIFICATION OF MINUTES
RELATING TO GENERAL OBLIGATION TEMPORARY SEWER REVENUE BONDS,
SERIES 2015B; COVENANTING AND OBLIGATING
THE CITY TO BE BOUND BY AND TO USE THE PROVISIONS OF
MINNESOTA STATUTES, SECTION 446A.086 TO GUARANTEE THE
PAYMENT OF THE PRINCIPAL AND INTEREST ON THE BONDS**

ISSUER: City of St. Francis, Minnesota

BODY: City Council

KIND, DATE, TIME AND PLACE OF MEETING:

A regular meeting held on Monday, September 21, 2015, at 6:00 p.m., in the City Offices

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION 2015-48 RELATING TO THE ISSUANCE OF
GENERAL OBLIGATION TEMPORARY SEWER REVENUE BONDS, SERIES 2015B;
COVENANTING AND OBLIGATING THE CITY
TO BE BOUND BY AND TO USE THE
PROVISIONS OF MINNESOTA STATUTES, SECTION 446A.086
TO GUARANTEE THE PAYMENT OF THE PRINCIPAL
AND INTEREST ON THE BONDS**

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS MY HAND officially as such recording officer on September 21, 2015.

City Clerk

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

HELD: Monday, September 21, 2015

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Francis, State of Minnesota, was duly held on Monday, September 21, 2015 at 6:00 p.m.

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION 2015-48 RELATING TO THE ISSUANCE OF
GENERAL OBLIGATION TEMPORARY SEWER REVENUE BONDS, SERIES 2015B;
COVENANTING AND OBLIGATING THE CITY
TO BE BOUND BY AND TO USE THE
PROVISIONS OF MINNESOTA STATUTES, SECTION 446A.086
TO GUARANTEE THE PAYMENT OF THE PRINCIPAL
AND INTEREST ON THE BONDS**

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

1. The City Council hereby finds and declares that it is necessary and expedient for the City to sell and issue its fully registered general obligation temporary bonds in the total aggregate principal amount of approximately \$16,290,000 (herein, the "Bonds"). The proceeds of the Bonds will be used, together with any additional funds of the City which might be required, to finance the construction of a new wastewater treatment facility and (ii) to pay the costs associated with issuing the Series 2015B Bonds.
2. Minnesota Public Facilities Authority Credit Enhancement Program
The following documents have been submitted to the Council and are on file in the office of the City Clerk:
 - A. Form of Minnesota Public Facilities Authority (the "PFA") Credit Enhancement Program Agreement (the "Agreement"); and
 - B. Application for Participation in the PFA Credit Enhancement Program (the "Application").

The Agreement and the Application are authorized and approved in substantially the forms presented to the Council. Submission of the Application to the PFA and payment of related fees are approved. The Agreement shall be prepared for execution in accordance with the approved forms and shall be signed by the manual signature of the Mayor and attested by the manual signature of the City Clerk.

The City hereby covenants and obligates itself to be bound by the provisions of Minnesota Statutes, Section 446A.086, as it may be amended from time to time (the "Credit Enhancement Act"). The City understands that as a result of its covenant to be bound by the provisions of the Credit Enhancement Act, the provisions of the Credit Enhancement Act shall be binding as long as any Bonds of this issue remain outstanding.

The City further covenants to comply with all procedures now or hereafter established pursuant to the Credit Enhancement Act by the PFA and otherwise to take such actions as necessary to comply with the Credit Enhancement Act. The Mayor or City Administrator is authorized to execute any applicable PFA forms and to provide for the payment of the City's application fee of \$500.00 payable to the Authority, which fee is required to be submitted with the executed forms.

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.

Steve Kane, Mayor

FINANCE PLAN SUMMARY

FOR

CITY OF ST. FRANCIS, MINNESOTA

\$975,000

GENERAL OBLIGATION BONDS, SERIES 2015A

\$16,290,000

**GENERAL OBLIGATION TEMPORARY SEWER
REVENUE BONDS, SERIES 2015B**

NORTHLAND  SECURITIES

45 South 7th Street
Suite 2000
Minneapolis, MN 55402
612-851-5900 800-851-2920

September 21, 2015

City of St. Francis, Minnesota
\$975,000
General Obligation Bonds, Series 2015A

FINANCING OVERVIEW

This Finance Plan Summary describes the recommended terms and process for the issuance of \$975,000 General Obligation Bonds, Series 2015A through direct sale with Northland Securities, Inc.

PURPOSE

Proceeds from the Bonds will be used to finance the Kerry Street improvement project (the "Improvement" portion and the Bridge Street sewer project (the "Sewer Project"). The cost of the Improvement Portion is expected to be \$260,000, the cost of the Sewer Portion is expected to be \$674,000 with the cost of issuing the Bonds the total issuance amount is \$975,000. A detailed illustration of the expected sources and uses of funds is below.

Total Issue Sources And Uses

Dated 11/01/2015 | Delivered 11/01/2015

	Kerry Street (Improvement Portion)	Bridge St. 2015 (Sewer Portion)	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$275,000.00	\$700,000.00	\$975,000.00
Total Sources	\$275,000.00	\$700,000.00	\$975,000.00
Uses Of Funds			
Total Underwriter's Discount (1.960%)	5,390.00	13,720.00	19,110.00
Costs of Issuance	4,865.39	12,384.61	17,250.00
Deposit to Project Construction Fund	260,000.00	674,000.00	934,000.00
Rounding Amount	4,744.61	(104.61)	4,640.00
Total Uses	\$275,000.00	\$700,000.00	\$975,000.00

STATUTORY AUTHORITY

The Bonds will be issued pursuant to the authority of Minnesota Statutes Chapters 475, 444 and 429.

DEBT SERVICE STRUCTURE

The debt structure reflects a level annual requirement over a term of fifteen years. The illustration below assumes an average interest rate on the bonds of 2.73% and an all-inclusive cost of 3.24%.

Consolidated Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+i	Fiscal Total
11/01/2015	-	-	-	-	-
08/01/2016	-	-	17,116.88	17,116.88	-
02/01/2017	60,000.00	1.200%	11,411.25	71,411.25	88,528.13
08/01/2017	-	-	11,051.25	11,051.25	-
02/01/2018	65,000.00	1.200%	11,051.25	76,051.25	87,102.50
08/01/2018	-	-	10,661.25	10,661.25	-
02/01/2019	65,000.00	1.200%	10,661.25	75,661.25	86,322.50
08/01/2019	-	-	10,271.25	10,271.25	-
02/01/2020	70,000.00	1.700%	10,271.25	80,271.25	90,542.50
08/01/2020	-	-	9,676.25	9,676.25	-
02/01/2021	70,000.00	1.700%	9,676.25	79,676.25	89,352.50
08/01/2021	-	-	9,081.25	9,081.25	-
02/01/2022	75,000.00	2.150%	9,081.25	84,081.25	93,162.50
08/01/2022	-	-	8,275.00	8,275.00	-
02/01/2023	75,000.00	2.150%	8,275.00	83,275.00	91,550.00
08/01/2023	-	-	7,468.75	7,468.75	-
02/01/2024	75,000.00	2.600%	7,468.75	82,468.75	89,937.50
08/01/2024	-	-	6,493.75	6,493.75	-
02/01/2025	75,000.00	2.600%	6,493.75	81,493.75	87,987.50
08/01/2025	-	-	5,518.75	5,518.75	-
02/01/2026	80,000.00	2.950%	5,518.75	85,518.75	91,037.50
08/01/2026	-	-	4,338.75	4,338.75	-
02/01/2027	50,000.00	2.950%	4,338.75	54,338.75	58,677.50
08/01/2027	-	-	3,601.25	3,601.25	-
02/01/2028	50,000.00	3.350%	3,601.25	53,601.25	57,202.50
08/01/2028	-	-	2,763.75	2,763.75	-
02/01/2029	55,000.00	3.350%	2,763.75	57,763.75	60,527.50
08/01/2029	-	-	1,842.50	1,842.50	-
02/01/2030	55,000.00	3.350%	1,842.50	56,842.50	58,685.00
08/01/2030	-	-	921.25	921.25	-
02/01/2031	55,000.00	3.350%	921.25	55,921.25	56,842.50
Total	\$975,000.00	-	\$212,458.13	\$1,187,458.13	-

SECURITY & SOURCE OF REPAYMENT

The Bonds will be a general obligation of the City of St Francis. In addition, the City will pledge special assessments of approximately \$108,000 spread over a term of 10 years at a rate of 4.00% (average coupon plus 1%) to the repayment of the Improvement portion of the debt service. The City will pledge sanitary sewer revenues to pay debt service on the Sewer portion of the bonds. The following represent the debt service and revenue vs. debt service schedules by purpose:

Debt Service Schedule (Kerry Street)

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2015	-	-	-	-	-
08/01/2016	-	-	4,113.75	4,113.75	-
02/01/2017	25,000.00	1.200%	2,742.50	27,742.50	31,856.25
08/01/2017	-	-	2,592.50	2,592.50	-
02/01/2018	25,000.00	1.200%	2,592.50	27,592.50	30,185.00
08/01/2018	-	-	2,442.50	2,442.50	-
02/01/2019	25,000.00	1.200%	2,442.50	27,442.50	29,885.00
08/01/2019	-	-	2,292.50	2,292.50	-
02/01/2020	25,000.00	1.700%	2,292.50	27,292.50	29,585.00
08/01/2020	-	-	2,080.00	2,080.00	-
02/01/2021	25,000.00	1.700%	2,080.00	27,080.00	29,160.00
08/01/2021	-	-	1,867.50	1,867.50	-
02/01/2022	30,000.00	2.150%	1,867.50	31,867.50	33,735.00
08/01/2022	-	-	1,545.00	1,545.00	-
02/01/2023	30,000.00	2.150%	1,545.00	31,545.00	33,090.00
08/01/2023	-	-	1,222.50	1,222.50	-
02/01/2024	30,000.00	2.600%	1,222.50	31,222.50	32,445.00
08/01/2024	-	-	832.50	832.50	-
02/01/2025	30,000.00	2.600%	832.50	30,832.50	31,665.00
08/01/2025	-	-	442.50	442.50	-
02/01/2026	30,000.00	2.950%	442.50	30,442.50	30,885.00
Total	\$275,000.00	-	\$37,491.25	\$312,491.25	-

Special Assessment Revenue vs. Debt Service (Kerry Street)

Date	Total P+I	105% levy	Special Assessment Revenue	City Net Levy	Levy Year	Collection Year
02/01/2016	-	-	-	-	-	-
02/01/2017	31,856.25	33,449.06	13,380.86	20,068.20	2015	2016
02/01/2018	30,185.00	31,694.25	13,380.86	18,313.39	2016	2017
02/01/2019	29,885.00	31,379.25	13,380.86	17,998.39	2017	2018
02/01/2020	29,585.00	31,064.25	13,380.85	17,683.40	2018	2019
02/01/2021	29,160.00	30,618.00	13,380.87	17,237.13	2019	2020
02/01/2022	33,735.00	35,421.75	13,380.85	22,040.90	2020	2021
02/01/2023	33,090.00	34,744.50	13,380.86	21,363.64	2021	2022
02/01/2024	32,445.00	34,067.25	13,380.86	20,686.39	2022	2023
02/01/2025	31,665.00	33,248.25	13,380.86	19,867.39	2023	2024
02/01/2026	30,885.00	32,429.25	13,380.85	19,048.40	2024	2025
Total	\$312,491.25	\$328,115.81	\$133,808.58	\$194,307.23		

Debt Service Schedule (Bridge Street)

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2015	-	-	-	-	-
08/01/2016	-	-	13,003.13	13,003.13	-
02/01/2017	35,000.00	1.200%	8,668.75	43,668.75	56,671.88
08/01/2017	-	-	8,458.75	8,458.75	-
02/01/2018	40,000.00	1.200%	8,458.75	48,458.75	56,917.50
08/01/2018	-	-	8,218.75	8,218.75	-
02/01/2019	40,000.00	1.200%	8,218.75	48,218.75	56,437.50
08/01/2019	-	-	7,978.75	7,978.75	-
02/01/2020	45,000.00	1.700%	7,978.75	52,978.75	60,957.50
08/01/2020	-	-	7,596.25	7,596.25	-
02/01/2021	45,000.00	1.700%	7,596.25	52,596.25	60,192.50
08/01/2021	-	-	7,213.75	7,213.75	-
02/01/2022	45,000.00	2.150%	7,213.75	52,213.75	59,427.50
08/01/2022	-	-	6,730.00	6,730.00	-
02/01/2023	45,000.00	2.150%	6,730.00	51,730.00	58,460.00
08/01/2023	-	-	6,246.25	6,246.25	-
02/01/2024	45,000.00	2.600%	6,246.25	51,246.25	57,492.50
08/01/2024	-	-	5,661.25	5,661.25	-
02/01/2025	45,000.00	2.600%	5,661.25	50,661.25	56,322.50
08/01/2025	-	-	5,076.25	5,076.25	-
02/01/2026	50,000.00	2.950%	5,076.25	55,076.25	60,152.50
08/01/2026	-	-	4,338.75	4,338.75	-
02/01/2027	50,000.00	2.950%	4,338.75	54,338.75	58,677.50
08/01/2027	-	-	3,601.25	3,601.25	-
02/01/2028	50,000.00	3.350%	3,601.25	53,601.25	57,202.50
08/01/2028	-	-	2,763.75	2,763.75	-
02/01/2029	55,000.00	3.350%	2,763.75	57,763.75	60,527.50
08/01/2029	-	-	1,842.50	1,842.50	-
02/01/2030	55,000.00	3.350%	1,842.50	56,842.50	58,685.00
08/01/2030	-	-	921.25	921.25	-
02/01/2031	55,000.00	3.350%	921.25	55,921.25	56,842.50
Total	\$700,000.00	-	\$174,966.88	\$874,966.88	-

RELATED CONSIDERATIONS

No Bank Qualification - The City expects to issue more than \$10,000,000 in total tax-exempt debt in calendar year 2015. For this reason, the Bonds will not be designated as "bank qualified" obligations pursuant to Federal Tax Law. The impact of this designation may result in slightly higher interest rates. We have adjusted the estimated interest rates accordingly.

Arbitrage and Rebate - All tax exempt issues are subject to federal rebate requirements which require all arbitrage earned to be rebated to the U.S. Treasury. A rebate exemption the City expects to qualify for is the "18 month spend down exemption". The 18-month spending exception Section 1.148-7(d) of the Treasury regulations provides an exception to rebate if the gross proceeds of the bond issue are allocated to expenditures for governmental or qualified purposes which are incurred within the following schedule: 1) 15% within 6months after the date of

issuance; 2) 60% within 12 months after the date of issuance; and 3) 100% within 18 months after the date of issuance.

- Continuing Disclosure - Because the City's outstanding debt exceeds \$10.0M, it is subject to the Securities and Exchange Commission's continuing disclosure requirements. Northland Securities is prepared to assist the City in this capacity.

SUMMARY OF RECOMMENDED TERMS

- | | |
|--------------------------|--|
| 1. Type of Bond Sale | Direct Sale with Northland Securities |
| 2. Bonds Sale | Monday, October 5, 2015 |
| 3. Council Consideration | Monday, October 5, 2015 |
| 4. Statutory Authority | The Bonds are being issued pursuant to Minnesota Statutes 475, 444 and 429. |
| 5. Repayment Term | The Bonds will mature annually each February 1, 2017 - 2031. Interest on the Bonds will be payable on August 1, 2016 and semiannually thereafter on each August 1 and February 1. |
| 6. Security | General Obligation of the City. In addition, the City will pledge special assessment revenues collected from benefitted properties for the Improvement portion and sewer utility revenues for the Sewer Portion. |
| 7. Prepayment Option | The Bonds maturing February 1, 2024 - 2031 will be subject to prepayment on February 1, 2023 at a price of par plus accrued interest. |
| 8. Tax Status | Kennedy & Graven, Chartered Minneapolis, Minnesota, |
| 9. Credit Enhancement | We believe a credit rating will be cost beneficial. The City's general obligation debt is currently rated AA- by Standard & Poor's Corporation. |

City of St. Francis, Minnesota
\$16,290,000
General Obligation Temporary Sewer Revenue Bonds, Series 2015B

FINANCING OVERVIEW

This Finance Plan Summary describes the recommended terms and process for the issuance of \$16,290,000 General Obligation Temporary Sewer Revenue Bonds, Series 2015B through direct sale with Northland Securities, Inc.

PURPOSE

Proceeds from the Bonds will be used to provide temporary financing for a wastewater treatment plant. It is expected the Temporary Bonds will be paid from the receipt of loan and grant proceeds received from the Minnesota Public Facilities Authority Clean Water Revolving Fund. The cost of the improvements is expected to be \$16,200,000 including costs of issuing the Bond the total issuance amount will be \$16,290,000. A detailed illustration of the expected sources and uses of funds is illustrated below.

Sources & Uses

Dated 11/01/2015 | Delivered 11/01/2015

Sources Of Funds

Par Amount of Bonds	\$16,290,000.00
Total Sources	\$16,290,000.00

Uses Of Funds

Total Underwriter's Discount (0.400%)	65,160.00
Costs of Issuance	20,750.00
Deposit to Project Construction Fund	16,200,000.00
Rounding Amount	4,090.00
Total Uses	\$16,290,000.00

STATUTORY AUTHORITY

The Bonds will be issued pursuant to the authority of Minnesota Statutes Chapters 475 and 444 and Section 475.61.

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2015	-	-	-	-	-
05/01/2016	-	-	44,797.50	44,797.50	-
11/01/2016	16,290,000.00	0.550%	44,797.50	16,334,797.50	16,379,595.00
Total	\$16,290,000.00	-	\$89,595.00	\$16,379,595.00	-

RELATED CONSIDERATIONS

No Bank Qualification - The City expects to issue more than \$10,000,000 in total tax-exempt debt in calendar year 2015. For this reason, the Bonds will not be designated as "bank qualified" obligations pursuant to Federal Tax Law. The impact of this designation may result in slightly higher interest rates. We have adjusted the estimated interest rates accordingly.

- Arbitrage and Rebate - All tax exempt issues are subject to federal rebate requirements which require all arbitrage earned to be rebated to the U.S. Treasury. A rebate exemption the City expects to qualify for is the "18 month spend down exemption". The 18-month spending exception Section 1.148-7(d) of the Treasury regulations provides an exception to rebate if the gross proceeds of the bond issue are allocated to expenditures for governmental or qualified purposes which are incurred within the following schedule: 1) 15% within 6 months after the date of issuance; 2) 60% within 12 months after the date of issuance; and 3) 100% within 18 months after the date of issuance.
- Continuing Disclosure - Because this issue is less than 18 months it has a limited exemption from the Securities and Exchange Commission's continuing disclosure requirements. Northland Securities is prepared to assist the City in this capacity.

SUMMARY OF RECOMMENDED TERMS

- | | |
|---------------------------|--|
| 10. Type of Bond Sale | Direct Sale with Northland Securities |
| 11. Bonds Sale | Monday, October 5, 2015 |
| 12. Council Consideration | Monday, October 5, 2015 |
| 13. Statutory Authority | The Bonds are being issued pursuant to Minnesota Statutes Chapters 475 and 444 and Section 475.61. |
| 14. Repayment Term | The Bonds will mature on November 1, 2016. Interest on the Bonds will be payable on May 1, 2016 and November 1, 2016. |
| 15. Security | General Obligation of the City. Although sewer revenues are pledged to the payment of the Bonds, It is expected the Temporary Bonds will be paid from the receipt of loan and grant proceeds received from the Minnesota Public Facilities Authority Clean Water Revolving Fund. |
| 16. Prepayment Option | The Bonds will be subject to prepayment on May 1, 2016 at a price of par plus accrued interest. |
| 17. Tax Status | Kennedy & Graven, Chartered Minneapolis, Minnesota, |
| 18. Credit Enhancement | We believe the Bonds will qualify for an S&P 1+ short-term credit rating, which is the highest short term rating available. The rating will be beneficial to the sale of the Bonds. |

**MINNESOTA PUBLIC FACILITIES AUTHORITY
CREDIT ENHANCEMENT PROGRAM AGREEMENT**

This Credit Enhancement Program Agreement, dated as of _____, ("the Agreement"), is made between the Minnesota Public Facilities Authority (the "Authority") and the City of St. Francis, Minnesota (the "Governmental Unit"), in order to comply with the requirements of Minnesota Statutes, Section 446A.086 (the "Act"). The Governmental Unit has passed a resolution dated September 21, 2015, (the "Resolution") authorizing the issuance of its \$16,290,000 General Obligation Temporary Sewer Revenue Bonds, Series 2015B (the "Bonds"), the proceeds of which will be used to provide funds for the construction of a new wastewater treatment facility. The Governmental Unit represents that the Resolution authorizes the Governmental Unit to enter into this Agreement and obligates the Governmental Unit to be bound by the provisions of the Act. The Governmental Unit and the Authority agree as follows:

Section 1. The Governmental Unit will deposit with Northland Trust Services, Inc. (and any subsequent paying agent) (the "Paying Agent") three business days before the date on which each payment is due on the Bonds an amount sufficient to make that payment.

Section 2. The Governmental Unit will notify the Authority not less than 15 business days prior to the date a payment is due on the Bonds if the Governmental Unit will be unable to make all or a portion of the payment. Notification shall be provided by faxing and mailing a completed and executed Notification of Potential Default form to the Authority.

Section 3. The Governmental Unit will include a provision in its agreement with the Paying Agent for the Bonds that requires the Paying Agent to immediately inform the Minnesota Commissioner of Management and Budget, with a copy to the Authority, if the Paying Agent becomes aware of a default or potential default in the payment of principal or interest on the Bonds or if, on the day two business days before the date a payment is due on the Bonds, there are insufficient funds on deposit with the Paying Agent to make the payment. For purposes of this paragraph and the Act, funds invested in a refunding escrow account established under Minnesota Statutes, Section. 475.67 that are to become available to the Paying Agent on a principal or interest payment date are deemed to be on deposit with the Paying Agent three business days before the payment date.

Section 4. The provisions of this Agreement are binding with respect to the Bonds as long as the Bonds remain outstanding.

Section 5. According to its terms, the Act is a contract with bondholders and may not be amended or repealed for the covered bonds so long as the covered bonds are outstanding.

Section 6. The Governmental Unit agrees to provide the Authority with a copy of the final debt service schedule for the Bonds within 30 days of the closing date and an estimate of the interest savings that will be achieved by participation in the program.

Section 7. The Authority has reviewed the application of the Governmental Unit dated September 21, 2015, and, based solely upon the application, the opinion of bond counsel and the provisions of this Agreement, verifies that the Bonds are participating in the Credit Enhancement Program established pursuant to the Act, and that if the Governmental Unit is unable to make any portion of the payment on the Bonds on or before the date due, the State of Minnesota, acting through the Authority, shall make such payment in its place pursuant to the Act, providing that funds are available in the State General Fund. **The obligation to make a payment under the Act is not a general obligation of the State of Minnesota. The Act does not obligate the legislature to provide for the availability of funds in the General Fund for this purpose.**

Section 8. The Authority will provide to the Governmental Unit upon request, or to its duly authorized agent, any information which the State of Minnesota files with the Nationally Recognized Municipal Securities Information Repositories pursuant to the State's obligations under rule 15c2-12.

Section 9. The Governmental Unit agrees to notify the Authority if the Paying Agent is replaced by a subsequent paying agent and to provide to the Authority a certification by the subsequent paying agent in the form set forth for the original paying agent below.

IN WITNESS WHEREOF, the Authority and the Governmental Unit acknowledge their assent to this Agreement and agree to be bound by its terms and the terms of the Act through their signatures entered below.

1. CITY OF ST. FRANCIS, MINNESOTA:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. PUBLIC FACILITIES AUTHORITY:

By (auth. signature): _____

Title: _____

Date: _____

3. COMMISSIONER OF ADMINISTRATION:

As delegated to _____

By (auth. signature): _____

Date: _____

PAYING AGENT CERTIFICATION

The undersigned Paying Agent for the bonds of St. Francis , Minnesota in the original principal amount of \$ 16,290,000 referred to in the Agreement to which this certification is attached acknowledges, understands, and agrees to be bound by the procedures contained in Minnesota Statutes, Section 446A.086 and the Agreement which, in part, requires that the Paying Agent notify the Minnesota Commissioner of Management and Budget, with a copy to the Minnesota Public Facilities Authority if it becomes aware of a default or a potential default in the payment of principal or interest on those debt obligations, or if, on the day two business days prior to the date a payment is due on those debt obligations, there are insufficient funds to make the payment on deposit with the Paying Agent. Notification shall be provided by faxing and mailing a completed and executed Paying Agent Notification of Potential Default form to the Commissioner of Management and Budget and the Authority.

I, Scott Miles, do hereby certify that I am a Assistant Cashier duly appointed and acting as such, of the Paying Agent, and am authorized to execute this Certificate on behalf of the Paying Agent.

By: _____
Signature - Paying Agent Authorized Representative

Date: _____

TO BE COMPLETED BY THE PAYING AGENT			
Name of Paying Agent Northland Trust Services, Inc.			
Address 45 South 7 th Street, Suite 2000		City Minneapolis	State MN
Zip 55402		Telephone Number 612-851-5914	Fax Number 612-851-4933
Paying Agent Contact Person Scott Miles		Title Assistant Cashier	
Paying Agent's Name of Bank Wells Fargo Bank, National Association		Paying Agent's Bank Account Name Northland Trust Services, Inc.	
Bank Association Number 121000248		Paying Agent Bank Account Number 143-6412710	
Paying Agent Federal Tax ID 20-1369079		State Tax ID 7134229	

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.

ATTORNEYS AT LAW

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KRISTI R. RILEY
TIMOTHY D. ERB
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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: 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.

663201-v1

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 229th 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(1)(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” mans 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@mmi.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.

(4) Grantee shall have the right to challenge the findings that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise or has failed to substantially cure such violation in a court of competent jurisdiction.

(5) If City draws upon the Security Fund or any subsequent Security Fund delivered pursuant hereto, in whole or in part, Grantee shall replenish or replace the same within fifteen (15) days and shall deliver a like replacement Security Fund for the full amount stated in paragraph (a) of this section as a substitution of the previous Security Fund.

(6) If any Security Fund is not so replenished or replaced, City may draw on said Security Fund for the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs incurred by City in performing and paying for any or all of the obligations, duties and responsibilities of Grantee under this Franchise that are not performed or paid by Grantee pursuant hereof, including attorneys' fees incurred by the City in so performing and paying.

2.) Franchise Violation and City's Right to Revoke.

(a) Whenever the 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, the City may draw from the security fund all penalties and other monies due the City from the date of the local receipt of notice.

(b) Whenever notice of an alleged violation has been received by Grantee, Grantee may, within thirty (30) days of local receipt of notice, notify City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee to City shall toll the running of the time frames and the accrual of penalties herein and shall specify with particularity the matters disputed by Grantee. City shall hear Grantee's dispute at the next regularly scheduled Council meeting. City shall supplement the Council decision with written findings of fact.

(c) If Grantee fails either to cure the alleged violation or breach within the time prescribed or to commence correction of the violation or breach within the time prescribed and thereafter diligently pursue correction of such alleged violation or breach, the City shall then give written notice of not less than fourteen (14) days of a public hearing to be held before the Council. Said notice shall specify the violations or breaches alleged to have occurred.

(d) At the public hearing, the Council shall hear and consider relevant evidence and thereafter render findings and its decision.

(e) In the event the Council finds that a material violation or breach exists and that Grantee has not cured the same in a satisfactory manner or has not diligently commenced to cure of such violation or breach after notice thereof from City and is not diligently proceeding to fully cure such violation or breach, the Council may revoke and terminate the Franchise or impose liquidated damages assessable from the security fund in accordance with Section 7.1(c). Grantee may appeal such action to any court and/or regulatory agency of competent jurisdiction and the Franchise shall remain in effect during the pendency of such appeal(s).

(f) To avoid confusion, the same procedure set forth in Section 7.1(d) and Section 7.2 of this Franchise need not be duplicated.

3). Franchise Non-Transferable.

(a) Grantee shall not voluntarily, by operation of law or otherwise, sell, assign, transfer, lease, sublet or otherwise dispose of, in whole or in part, the Franchise and/or Cable System, without the prior written consent of the Council and then only upon such reasonable terms and conditions as allowed under Applicable Laws, which consent shall not be unreasonably denied or delayed. Failure to comply with this Section 7.3 shall be grounds for termination of this Franchise.

(b) Without limiting the nature of the events requiring the Council's approval under this Section, the following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or Cable System requiring compliance with this section: (i) the sale, assignment or other transfer of all or a majority of Grantee's assets or the assets comprising the Cable System to any Person; (ii) the merger of the Grantee or any of its parents with or into another Person (including the merger of Grantee or any parent with or into any parent or subsidiary corporation or other Person); (iii) the consolidation of the Grantee or any of its parents with any other Person; (iv) the creation of a subsidiary corporation or other entity to which the Franchise and/or Cable System is transferred or assigned; (v) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in Grantee or any of its parents by one (1) or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in Grantee; and (vi) the issuance of additional capital stock or partnership, membership or other equity interest by Grantee or any of its parents so as to create a new controlling interest in Grantee. The term "controlling interest" as used herein is not limited to majority equity ownership of the Grantee, but also includes actual working control over the Grantee, any parent of Grantee and/or the System in whatever manner exercised.

(c) Grantee shall notify City in writing of any foreclosure or any other judicial sale of all or a substantial part of the property and assets comprising the Cable System of the Grantee or upon the termination of any lease or interest covering all or a substantial part of said property and assets.

(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

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.

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*

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



NORTHWEST ASSOCIATED CONSULTANTS, INC.

4800 Olson Memorial Highway, Suite 202, Golden Valley, MN 55422
Telephone: 763.231.2555 Facsimile: 763.231.2561 planners@nacplanning.com

MEMORANDUM

TO: St. Francis Mayor and City Council

FROM: Nate Sparks

DATE: September 17, 2015

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

ORDINANCE REVISIONS

The City Council recommended revisions to the ordinance reviewed at the September 8th meeting regarding changes to the City Code related to the B-3 District and liquor licensing. New categories of use for brewpubs and small breweries have been created and allowances for off-sale of growlers are permitted. Sunday sales for growlers are also included as an option. The use of brewpub was then placed within the B-1, Central Business and B-2, General Business Districts.

RECOMMENDED ACTION

The Planning Commission recommended approval of the attached ordinances. If the Council finds that the revisions meet the intent from the September 8th meeting, it would be recommended to approve the first reading of the ordinance.

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

ORDINANCE 206, SECOND SERIES

**AN ORDINANCE AMENDING THE I-1, I-2, B-1, 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.

BREW PUB. A restaurant with an accessory small brewery as licensed in Section 5-8-3 in the City Code.

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. Code Added. That Section 10-62-2-T is hereby added to read as follows:

- T. Brewpub

Section 10. Code Added. That Section 10-63-2-AA is hereby added to read as follows:

- AA. Brewpub

Section 11. 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 22ND 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 FOR ALCOHOL SALES AT PRODUCTION FACILITIES

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Added. That Sections 5-1-2-W through 5-1-2-AA 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. "Brewery, Small" means a brewery that produces not more than twenty thousand (20,000) barrels of malt liquor in a calendar year as regulated by Minnesota Statutes, as may be amended.

Y. "Brewpub" means a restaurant with a small brewery on the same premises intended for the service of malt liquor to the patrons of the restaurant.

Z. "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.

AA. "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 "Production Facility Sales" 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.

5-8-3: Brewpub License: Restaurants otherwise licensed within this code may receive a brewpub license for the on-sale provision of malt liquor or beer produced on the site consistent with Minnesota State Statutes 340A.24.

5-8-4: Small Brewer & Brewpub Off-Sale License: Small breweries and brewpubs may receive a license for the off-sale consistent with Minnesota State Statutes 340A.28 and 340A.24 Subd 2. Off-sale of malt liquor shall be limited to the legal hours for off-sale at exclusive liquor stores in the city. Malt liquor sold off-sale must be removed from the premises before the applicable off-sale closing time in Section 5-4-3. All malt liquor sold under this license shall be packaged in the manner required by Minnesota Statutes Section 340A.285 as may be amended. Sales under this license may not exceed 500 barrels per year. If a brewer licensed under this section possesses a license under Section 5-8-3, the brewer's total retail sales on-sale or off-sale may not exceed 3,500 barrels per year, provided that off-sales may not total more than 500 barrels.

5-8-5: Sunday Sales: Off-sale licenses granted pursuant to Section 5-8-4 may receive a Sunday sales license provided that the sales are limited to the legal hours for off-sale in the city for general weekday sales in Section 5-4-3 unless otherwise limited by holiday hours.

Section 4. Code Added. That Sections 2-9-1-F-9 through 2-9-1-F-13 of the Fee Schedule shall be added to read as follows:

9. Brewery taproom \$200
10. Microdistillery cocktail room \$200
11. Brewpub license \$200
12. Small brewer & Brewpub Off-Sale License \$200
13. Small brewer & Brewpub Sunday Off-Sale License \$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 22ND DAY OF SEPTEMBER, 2015.

APPROVED:

Steve Kane
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)

ORDINANCE NO. 208, SECOND SERIES

**CITY OF ST. FRANCIS
ANOKA COUNTY
STATE OF MINNESOTA**

**AN ORDINANCE OF THE CITY OF ST. FRANCIS, MINNESOTA ANNEXING
LAND LOCATED IN ATHENS TOWNSHIP, ISANTI COUNTY, MINNESOTA
PURSUANT TO MINNESOTA STATUTES § 414.033 SUBDIVISION 2(3),
PERMITTING ANNEXATION BY ORDINANCE**

WHEREAS, a petition signed by all the property owners, requesting that property legally described on the attached exhibit be annexed to the City of St. Francis Minnesota, was duly presented to the Council of the City of St. Francis on the 18th day of August, 2015; and

WHEREAS, said property is unincorporated and abuts the City of St. Francis on its northern boundary; is less than 120 acres; is not presently served by public sewer facilities or public sewer facilities are not otherwise available; and

WHEREAS, said property is not located within a flood plain or shoreland area; and

WHEREAS, said property is currently rural vacant land and annexation is requested to facilitate the extension of city services for the residential development of the property; and

WHEREAS, the City of St. Francis held a public hearing pursuant to Minnesota Statutes § 414.033 Subd. 2b, on September 21, 2015, following thirty (30) days written notice by certified mail to the Town of Athens and to all landowners within and contiguous to the area legally described on the attached exhibit to be annexed; and

WHEREAS, provisions of Minnesota Statutes § 414.033 Subd. 13 are not applicable in that there will be no change in the electric utility service provider resulting from the annexation of the territory to the municipality.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. FRANCIS HEREBY ORDAINS AS FOLLOWS:

1. The City Council hereby determines that the property as hereinafter described abuts the city limits and is or is about to become urban or suburban in nature in that a residential use is being proposed for said property the construction of which requires or will need city services, including public sewer facilities.

2. None of the property is now included within the limits of any city, or in any area that has already been designated for orderly annexation pursuant to Minnesota Statute § 414.0325.

3. The corporate limits of the City of St. Francis, Minnesota, are hereby extended to include the following described property, said land abutting the City of St. Francis and being 120 acres or less in area, and is not presently served by public sewer facilities or public sewer facilities are not otherwise available, and the City having received a petition for annexation from all the property owners of the land, to wit:

See Exhibit A as Attached.

The above described property consists of a total of 20 acres, more or less. Copies of the corporate boundary map showing the property to be annexed and its relationship to the corporate boundaries and all appropriate plat maps are attached hereto.

4. That the population of the area legally described on the attached exhibit and hereby annexed is zero.

5. The City of St. Francis, pursuant to Minnesota Statutes § 414.036, that with respect to the property taxes payable on the area legally described on the attached exhibit, hereby annexed, shall make a cash payment to the Town of Athens in accordance with the following schedule:

OPTION A:

- a. In the first year following the year in which the City of _____ could first levy on the annexed area, an amount equal to \$ _____; and
- b. In the second and final year, an amount equal to \$ _____.
(Or payments can extend up to 8 years.)

OPTION B:

Reimbursement of the property taxes to the Town shall be based on the property taxes collected by the Town in the last year it collected taxes on the annexed area, in a total amount equivalent to that payable under the former law, but adjusted to be paid in substantially equal payments over two to eight years in accordance with the 2006 amendments to Minn. Stat. §414.036.

OPTION C:

Parties agree to other payment terms. Include written documentation of such an agreement.

6. That pursuant to Minnesota Statutes § 414.036 with respect to any special assessments assigned by the Town to the annexed property and any portion of debt incurred by the Town prior to the annexation and attributable to the property to be annexed, but for which no special assessments are outstanding, for the area legally described on the attached exhibit there are no special assessments or debt incurred by the Town on the subject are for which reimbursement is required.

7. That the City Clerk of the City of St. Francis is hereby authorized and directed to file a copy of this Ordinance with the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, the Minnesota Secretary of State, the Isanti County Auditor, and the Athens Township Clerk.

8. That this Ordinance shall be in full force and effect and final upon the date this Ordinance is approved by the Office of Administrative Hearings, but no earlier than thirty (30) days following its publication per the City Charter of the City of St. Francis.

PASSED AND ADOPTED by the City Council of the City of St. Francis, Minnesota, this ____th day of October, 2015.

Steve Kane
Mayor

ATTEST:

Barbara I. Held
City Clerk

EXHIBIT A

DESCRIPTION OF PROPERTY
TO BE ANNEXED TO THE CITY OF ST. FRANCIS, MINNESOTA

The South 957.36 feet of the East 910 feet of the East Half of the Southeast Quarter of Section Twenty-two (22), Township Thirty-four (34) North, Range Twenty-four (24) West, Isanti County, Minnesota, as measured at right angles to the East line of said East Half of the Southeast Quarter.