

CITY OF ST. FRANCIS CITY  
COUNCIL AGENDA

October 5, 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 21, 2015
  - b. Pay Request No. 1 to North Valley Inc for the Kerry St, 232<sup>nd</sup> Lane and Ivywood Improvement
  - c. 2015-2016 Safety Management Program Contract Renewal with MMUA
  - d. Accept the quote from Hildi Inc. for the Actuarial of the St. Francis Fire Relief Pension Fund
  - e. Application for Exempt Gambling Permit for Rum River MDHA at Beef O’Bradys 10/13/15
  - f. 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. Northland Securities: General Obligation Bonds, Series 2015A: Resolution 2015-49  
General Obligation Temporary Sewer Revenue Bonds, Series 2015B: Res 2015-50
  - b. Kilpela Variance Request: Resolution 2015-51
  - c. Patriot Lanes Dance Permit: 2016 Pioneer Days
7. Ordinances & Resolution
  - e. Resolution 2015-52: Requesting Anoka County HRA Funds for a YMCA Market Study
8. Reports of Consultants & Staff Members
  - a. Engineer:
  - b. Attorney: Data Practices Procedures: Resolution 2015-53
  - c. Staff:
    - Fire Dept.:
    - Public Works: Authorization to Replace the mower deck for the Belos
    - Liquor Store:
    - Police: Speed Alert 18 Radar Message Sign
    - City Administrator:
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
13. Adjournment

Calendar of Events

Oct 10: French Toast Breakfast @ Fire Station 8 am to noon - Fire Prevention Week  
Oct 12: Columbus Day Holiday – City Offices Closed  
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  
Nov 2: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm

# MEMO

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

RE: Agenda Memorandum – October 5<sup>th</sup>, 2015 Meeting

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## Agenda Items:

### 4. Consent Agenda:

- a. City Council Minutes – September 21<sup>st</sup>, 2015
- b. Pay Request No. 1 to North Valley for Kerry St. 232<sup>nd</sup> and Ivywood- This includes all work completed through 9/25.
- c. 2015/2016 Safety Management Program Contract Renewal – The contract will renew from October 1<sup>st</sup> 2015 – September 30<sup>th</sup>, 2016. The cost is \$18,500.
- d. Accept Quote from Hildi Inc. for Actuarial Analysis of Relief Fund – The low quote is \$2,200.
- e. Application for Exempt Gambling Permit for Rum River MDHA at Beef O'Brady's-
- f. Payment of Claims

### 6. Petitions, Requests, Applications:

- a. Northland Securities – Resolution 2015A and Resolution 2015-50. These are for Wastewater Treatment Facility temporary financing and Bridge Street.
- b. Kilpela Variance Request – Attached is a Staff Report, Application, comments regarding the request, and a resolution denying the request. The planning commission voted 5-0 to deny the request. Adopt Resolution 2015-51.
- c. Patriot Lanes Dance Permit – A request for a dance permit for Patriot Lanes for Pioneer Days 2016.

### 7. Ordinances & Resolutions:

- a. Resolution 2015-52– A resolution requesting funds from the Anoka County HRA for a study with the YMCA.

### 8. Reports:

#### a. Engineer:

- b. **Attorney:** Data Practices Procedures: This police was developed in response recent amendments to MN data practices. Resolution 2015:53

#### c. Staff:

**Building Official:**

**Fire:**

**Public Works:** Authorization to Replace the mower deck for the Belos: Public Works is looking to replace a mower deck for \$15,986.46. \$20,000 is budgeted.

**Liquor Store:**

**Police:** A Speed Alert sign – traffic speed, volume and message capabilities.

This is in response to the traffic concerns. Cost \$6,390. Unbudgeted for 2015 but source of funds could be Capital Equipment Fund.

**City Administrator:**

11. **Old Business:**

12. **New Business:**

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

CITY COUNCIL MINUTES

TUESDAY, SEPTEMBER 21, 2015

1. **Call to Order:** The regular City Council Meeting was called to order by Mayor Steve Kane at 6:00 pm.
2. **Roll Call:** Present were Mayor Steve Kane, Council members Richard Orpen, Rich Skordahl, Chris McClish and Tim Brown. Also present were City Engineer Jared Voge (Bolton & Menk), City Attorney Scott Lepak (Barna, Guzy & Steffen), 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 BROWN SECOND McCLISH TO ADOPT THE SEPTEMBER 21, 2015 CITY COUNCIL AGENDA. Motion carried 5-0.
4. **Consent Agenda:** MOTION BY McCLISH SECOND ORPEN TO APPROVE THE SEPTEMBER 21, 2015, CITY COUNCIL CONSENT AGENDA A-E AS FOLLOWS:
  - a. City Council Minutes – August 17, 2015
  - b. Securities Pledge in Lieu of Retainage- Waste Water Treatment Facility(WWTF)
  - c. Pay request No. 1 for \$342,950.00 to Gridor Construction, Inc. for the Waste Water Treatment Facility
  - d. Final Pay Request \$26,044.30 and Change Order No. 1 \$(-12,919,95) of contract amount to LaTour Construction, Maple Lake -Rum River Bluffs Phase 2
  - i. Approve the Payment of Claims for \$931,672.91 (ACH #125E-126E \$118,051.35 Checks 69602-69661 \$695,570.21)Motion carried 5-0.
5. **Meeting Open to the Public:** Steve Feldman 22766 Poppy Street NW, I brought it up last year and last meeting. The amount of traffic and speed is ridiculous along Poppy Street. What do I need to do to get some police out there for traffic control. Mayor Kane asked City Administrator Joe Kohlmann contact the police department regarding Mr. Feldman's request.
6. **Petitions, Requests, Applications:**
  - a. **ISD #15 Presentation on 5 Year Strategic Plan:** Troy Ferguson Superintendent of ISD #15 stated myself, along with Deb Parson, Local 1977 President and teacher and Scott Schwarz School Board member are with me tonight. I left material for you on the table, school calendar, Core Values, and the 5-year Strategic Plan Outline that includes the new mission statement. Ferguson gave a power point presentation on the background of the 5-year Strategic Plan. The Strategic Plan Outlines the Mission Statement, Core Values, Mission Outcomes, Strategies and Strategic Delimiters. Along with the implementation of this program, we look forward to continue to work with the City. Kane stated he is so grateful to be part of the plan.

There were different types of people in the group I was part of but in the end, we all agreed to support what direction we wanted to go.

b. **St. Francis Youth Baseball Association Recognition of Donation:** Mayor Kane presented two plaques to the St. Francis Youth Baseball Association for their donation to help complete the dug outs in Hidden Ponds Park. The plaques will be placed on the dugouts in the park. Thank you St. Francis Youth Baseball Association for your donation.

c. **Public Hearing: Herbst Annexation:** City Attorney Scott Lepak reported this is a public hearing for the annexation. Mayor Kane opened the public hearing at 6:20 pm to speak on the Herbst annexation. Mayor Kane asked several times if anyone wanted to speak on the annexation and with no comments Mayor Kane closed the public hearing at 6:21 pm. Lepak stated further action will be taken later on in the meeting.

d. **Northland Securities: PFA Authority Credit Enhancement Program Agreement and G.O. Temporary Sewer Revenue, Series 2015B - Resolution 2015-48:** Two bonds are before you; the first is for the Kerry Street, 232<sup>nd</sup> and Ivywood Street Improvement and the Bridge Street Utilities Improvement. The second bond is a temporary bond for the Wastewater Treatment Facility. The need for this bond is actually good. If you wait until 2016 to bond for this project there is a possibility of receiving a four million bond bill. However, the City does need to pay the bills in the meantime. We had the ratings call today with Standard and Poor's. AA- is the current city rating. We anticipate that rating stay the same. We will know the interest rate by October 5. MOTION BY SKORDAHL SECOND McCCLISH TO ADOPT RESOLUTION 2015-48 RELATING TO THE ISSUANCE OF GENERAL OBLIGATION TEMPORARY SEWER REVENUE BONDS, SERIES 2015B; COVENANTING AND OBLIGATION 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. Motion carried 5-0.

7. **Ordinances & Resolution:**

a. **Ordinance 204, Second Series: Adopting Midcontinent Communications Franchise Agreement-Second Reading:** MOTION BY BROWN SECOND ORPEN APPROVING THE SECOND 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: Skordahl, Brown, McClish, Orpen, and Kane. Nays: None. Motion carried 5-0.

b. **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 McCCLISH SECOND ORPEN APPROVING THE SECOND 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: Orpen, McClish, Brown, Skordahl, and Kane. Nays: None. Motion carried 5-0.

**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:** The City Council recommended revisions to the ordinance reviewed at the September 8, 2015 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. MOTION BY SKORDAHL SECOND McCLISH 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. Roll Call: Ayes: McClish, Skordahl, Orpen, Brown, and Kane. Nays: None. Motion carried 5 -0.

**d. Ordinance 207, Second Series: Amending Chapter 5 of the City Code Regarding the Licensing for Alcohol Sales at Production Facilities:** MOTION BY ORPEN SECOND SKORDAHL APPROVING THE FIRST READING OF ORDINANCE 207, SECOND SERIES AMENDING CHAPTER 5 OF THE CITY CODE REGARDING THE LICENSING FOR ALCOHOL SALES AT PRODUCTION FACILITIES. Roll Call: Ayes: Brown, McClish, Skordahl, Orpen, and Kane. Nays: None. Motion carried 5-0.

**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:** MOTION BY BROWN SECOND McCLISH APPROVING THE FIRST READING OF ORDINANCE 208, SECOND SERIES ANNEXING LAND LOCATED IN ATHENS TOWNSHIP, ISANTI COUNTY MINNESOTA PURSUANT TO MINNESOTA STATUTES 414.033 SUBDIVISION 2(3), PERMITTING ANNEXATION BY ORDINANCE. Roll Call: Ayes: Orpen, Skordahl, McClish, Brown, and Kane. Nays: None. Motion carried 5-0.

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

a. **Engineer:**

b. **Attorney:**

c. **Staff:**

**Bldg. Official:**

**Fire Dept.:**

**Public Works:**

**Liquor Store:**

**Police Dept:**

**City Administrator:**

**9. Reports from Council Members:** Orpen reported he ran the 5k this past Saturday for the St. Francis Community Drug Awareness (SFCDA) fundraiser. There was a good turnout. At the last meeting, I did ask at one point if we did anything extra for October “Domestic Violence Month. I did contact the Alexandra House and they gave me some suggestions that I will pass on to staff.

Skordahl reported he had a citizen ask me about some graffiti on a house along Ambassador Blvd. Skordahl asked why didn't the city address it quicker. If someone could get back me on

how we can address is quicker that would be greatly appreciated. Kane said the house is owned by a bank and they needed to be contacted before we could do anything. Skordahl stated this citizen called on a Friday to city hall and said someone told him they were aware of it. The citizens concern was that we would be having a lot of people coming into town that weekend because of the city wide garage sale.

Brown said I attended a fire department meeting a couple weeks ago.

McClish want to thank staff to transfer the videoing of our city council meetings over to a YouTube channel. St. Francis Dental Care has a temporary sign out that says thank you to the Police and Fire Departments. I think that was very nice of them. Just a reminder that this Friday is homecoming. Also, I will not be at the October 5 meeting.

10. **Report from Mayor:** As most people may know Sgt. Rehling has been out on a medical leave. A group is meeting the next two Tuesdays at Beef O'Bradys to collect donations, silent auction items and sell t-shirts. The fundraiser is October 3 at Captains on Long Lake. Next week on September 30 we will be interviewing for the Community/Economic Development Director position. Tomorrow Mr. Kohlmann and I will be meeting with Anoka County HRA regarding the YMCA.

11. **Old Business:** McClish said he ran into an officer today that was working the Poppy Street enforcement. He also is working Rum River Blvd north of the school. McClish said they are working on the street. Discussion was held on the placement of a portable electronic sign.

12. **New Business:** Brown said we were looking at a date for a workshop and has a date been set. Kohlmann said October 18. Brown said he may not make it but will work on it.

13. **Adjournment:** Mayor Kane adjourned at 6:45 pm.

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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

September 28, 2015

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

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

Dear Joe:

Enclosed please find three signed copies of Payment Estimate No. 1 for the above referenced project. This estimate includes all work completed through September 25, 2015. We have reviewed the estimate and have approved it as submitted. Please review the estimate and, if acceptable, sign and date all copies of the estimate and forward one copy to North Valley Inc. with payment, one copy to myself and keep one copy for your records.

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

Sincerely,

BOLTON & MENK, INC.

Jared Voge, P.E.  
City Engineer

JAV/kg

Enclosures

CONTRACTOR'S PAY REQUEST  
 KERRY ST. N.W., 232ND LANE N.W., & IVYWOOD STREET N.W. STREET IMPROVEMENTS  
 CITY OF ST. FRANCIS, MINNESOTA  
 BMI PROJECT NO. R18.106740

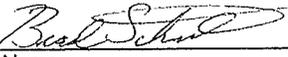
CONTRACTOR  
 OWNER  
 ENGINEER

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS.....	\$	209,085.35
TOTAL, COMPLETED WORK TO DATE.....	\$	202,063.74
TOTAL, STORED MATERIALS TO DATE.....		\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED.....		\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS.....	\$	202,063.74
RETAINED PERCENTAGE ( 5% ).....	\$	10,103.19
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS).....	\$	-
NET AMOUNT DUE TO CONTRACTOR TO DATE.....	\$	191,960.55
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES.....	\$	-
PAY CONTRACTOR AS ESTIMATE NO. 1 .....	\$	191,960.55

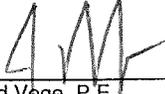
Certificate for Partial Payment

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

Contractor: North Valley Inc.  
 20015 Iguana Street NW  
 Nowthen, MN 55330

By  President 9/28/2015  
 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  City Engineer 9/28/15  
 Jared Voge, P.E. Title Date

APPROVED FOR PAYMENT:  
 Owner: CITY OF ST. FRANCIS, MINNESOTA

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

**PARTIAL PAY ESTIMATE NO. 1**

KERRY ST. N.W., 232ND. LANE N.W., & IVYWOOD STREET N.W. STREET IMPROVEMENTS  
 CITY OF ST. FRANCIS, MINNESOTA  
 BMI PROJECT NO. R18.106740

WORK COMPLETED THROUGH SEPTEMBER 25, 2015

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED		BID AMOUNT	QUANTITY PREVIOUS ESTIMATE		QUANTITY COMPLETED TO DATE	
			BID QUANTITY	ESTIMATED		QUANTITY	ESTIMATE	QUANTITY	COMPLETED
1	MOBILIZATION	\$ 5,341.69	1	LUMP SUM \$ 5,341.69	5,341.69	1.00	LUMP SUM \$	1.00	LUMP SUM \$ 5,341.69
2	TRAFFIC CONTROL	\$ 854.67	1	LUMP SUM \$ 854.67	854.67	1.00	LUMP SUM \$	1.00	LUMP SUM \$ 854.67
3	REMOVE CONCRETE CURB & GUTTER	\$ 12.95	100	LIN FT \$ 1,295.00	1,295.00		LIN FT \$		
4	SUBGRADE EXCAVATION (EV)	\$ 26.71	50	CU YD \$ 1,335.50	1,335.50		CU YD \$		
5	RECLAIM 7.5" BITUMINOUS PAVEMENT AND AGGREGATE BASE (P)	\$ 1.87	10165	SO YD \$ 19,008.55	19,008.55		SQ YD \$	10177	SQ YD \$ 19,030.99
6	SALVAGE & STOCKPILE RECLAIM MATERIAL (2") (LV)	\$ 7.77	760	CU YD \$ 5,905.20	5,905.20		CU YD \$	1456	CU YD \$ 11,313.12
7	TYPE SP 9.5 WEARING COURSE MIXTURE (2.0)	\$ 71.55	2155	TONS \$ 154,190.25	154,190.25		TONS \$	2137	TONS \$ 152,902.35
8	BITUMINOUS MATERIAL FOR TACK COAT	\$ 2.83	510	GAL \$ 1,443.30	1,443.30		GAL \$	510	GAL \$ 1,443.30
9	CONCRETE CURB & GUTTER, DESIGN D418	\$ 42.73	100	LIN FT \$ 4,273.00	4,273.00		LIN FT \$		
10	INLET PROTECTION	\$ 139.54	22	EACH \$ 2,897.88	2,897.88		EACH \$	19	EACH \$ 2,537.26
11	ADJUST MH CASTING ASSEMBLY (SANITARY)	\$ 560.88	10	EACH \$ 5,608.80	5,608.80		EACH \$	10	EACH \$ 5,608.80
12	ADJUST GATE VALVE	\$ 267.09	9	EACH \$ 2,403.81	2,403.81		EACH \$	9	EACH \$ 2,403.81
13	RECONSTRUCT VALVE BOX	\$ 1,282.00	3	EACH \$ 3,846.00	3,846.00		EACH \$		
14	SAWCUT BITUMINOUS	\$ 4.65	138	LIN FT \$ 641.70	641.70		LIN FT \$	135	LIN FT \$ 627.75
			TOTAL =		\$ 209,085.35		\$		\$ 202,063.74



Minnesota Municipal Utilities Association

July 20, 2015

MEMORANDUM

To: Safety Management Participants  
From: Mike Willetts, Director of Job Training and Safety  
Subject: 2015-16 Safety Management Program Contract

It is time to renew your safety management program contract. If we held a regional group meeting earlier this year, please note that the budgets have not changed since then, unless to make specific corrections. For those where we did not hold a group meeting this year, please note that the budgets have been created with the goal of having minimal price increases while covering MMUA's costs in providing your service. The contract amendments will cover October 1, 2015 through September 30, 2016, to coincide with MMUA's fiscal year.

Two copies of your contract amendment are enclosed. Please sign both contracts keeping one for your records and mailing the other to the address shown below. Please do not send payment at this time. You will be billed October 1. Mail your signed contract to:

Larry Pederson, Director of Finance  
Minnesota Municipal Utilities Association  
3025 Harbor Lane North, Suite 400  
Plymouth, MN 55447-5142

If you have any concerns with the new contract, please contact me or Larry as follows:

Mike Willetts: phone 763-746-0705 or e-mail [mwilletts@mmua.org](mailto:mwilletts@mmua.org)  
Larry Pederson: phone 763-746-0704 or e-mail [lpederson@mmua.org](mailto:lpederson@mmua.org)

Thank you for being part of MMUA's safety management groups. With this program and your support we have proven that working together as a group we can develop a safety program that is affordable and at the same time works.

Minnesota Municipal Utilities Association  
AMENDMENT TO SERVICES AGREEMENT

**Safety Management Program**

Contract Date: July 7, 2015

Contract Number: 171-2016

The services agreement entered into between Minnesota Municipal Utilities Association (MMUA) and City of Saint Francis (Saint Francis), dated August 11, 2014, contract number 171-2015, is amended as follows:

**PART II, Section 1.**

1. DURATION: This Agreement shall remain in force from October 1, 2015 until September 30, 2016 (the "expiration date").

**PART III, Section 1.**

1. COMPENSATION: For the services covered by this Agreement, Saint Francis shall pay MMUA an annual fee of eighteen thousand five hundred dollars and 00 cents (\$18,500.00) for the 2015-16 annual period. Such compensation shall be due and payable according to the selected payment terms below.

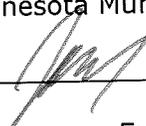
Payment terms for the fee agreed to above shall be based on one of the following options (select one):

- Annual Payment (\$18,500.00)  
 Quarterly Payments (\$4,625.00 each)

For any term of less than twelve full calendar months, the fee shall be a portion of the annual fee, pro-rated based on the number of calendar months or partial calendar months in which the services were provided as a percentage of twelve (12).

The parties hereby accept the terms of the Agreement as modified.

City of Saint Francis  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Purchase Order # \_\_\_\_\_

Minnesota Municipal Utilities Association  
By  \_\_\_\_\_  
Title Executive Director  
Date July 7, 2015

**Minnesota Municipal Utilities Association  
Safety Management Program  
East Central Group Fee Calculation (Julie Jelen)**

October 1, 2015 - September 30, 2016

City	Population	2015-16		2014-15 Annual Charge	Difference	Total 2015-16 with JTS	# of Days
		Annual Charge	Quarterly Charge				
Cannon Falls	3,973	\$16,000.00	\$4,000.00	\$15,600.00	\$400.00	\$16,000.00	2
Delano	4,114	\$15,400.00	\$3,850.00	\$14,800.00	\$600.00	\$17,600.00	2
LeSueur	4,207	\$14,600.00	\$3,650.00	\$14,000.00	\$600.00	\$17,350.00	2
New Prague	5,391	\$17,400.00	\$4,350.00	\$17,000.00	\$400.00	\$19,600.00	2
North Branch	9,399	\$10,000.00	\$2,500.00	\$9,400.00	\$600.00	\$11,650.00	1
Shakopee	29,335	\$21,000.00	\$5,250.00	\$20,000.00	\$1,000.00	\$25,400.00	2
Shakopee (City)	29,335	\$26,400.00	\$6,600.00	\$25,400.00	\$1,000.00	\$26,400.00	2
St. Francis	7,163	\$18,500.00	\$4,625.00	\$17,900.00	\$600.00	\$18,500.00	2
RSG - SE Metro		\$12,000.00	\$3,000.00	\$12,000.00	\$0.00	\$12,000.00	1
<b>Totals:</b>	<b>92,917</b>	<b>\$151,300.00</b>	<b>\$37,825.00</b>	<b>\$146,100.00</b>	<b>\$5,200.00</b>	<b>\$164,500.00</b>	<b>16</b>

<b>Annual JTS (Electric)</b>		<b>2015-16</b>	<b>2014-15</b>
	<b>\$550.00</b>	<b>per lineman</b>	
Delano	4	\$2,200.00	\$2,200.00
LeSueur	5	\$2,750.00	\$2,750.00
New Prague	4	\$2,200.00	\$2,200.00
North Branch	3	\$1,650.00	\$1,650.00
Shakopee	8	\$4,400.00	\$4,400.00
<b>Totals:</b>	<b>24</b>	<b>\$13,200.00</b>	<b>\$13,200.00</b>

Please notify Larry Pederson of changes to your city.  
Call 763-746-0704; fax 763-551-0459 or e-mail to lpederson@mua.org.

## Darcy Mulvihill

---

**From:** Mike Born <mike.born@hildiinc.com>  
**Sent:** Wednesday, September 30, 2015 1:14 PM  
**To:** Darcy Mulvihill  
**Subject:** GASB 67 & 68 Valuation for St. Francis VFRA Pension  
**Attachments:** Hildi Inc. GASB 67&68 Proposal -- City of St. Francis VFRA.pdf; Hildi Inc. Consulting Contract St. Francis VFRA 12.31.2014.pdf; Hildi Inc. Appendix 1 (Fee Schedule).pdf

Hi Darcy,

Thank you for taking the time to discuss the actuarial needs of your voluntary firefighters' pension plan. We are pleased that you are considering Hildi Inc. to be the actuary for your VFRA plan.

As we discussed on the phone, the cost for a full actuarial valuation will be \$2,200 and would include the necessary financial reporting exhibits under both GASB 67 and 68. Our approach to GASB 67&68 implementation allows us to produce year-end 2015 results for the City using information that has already been filed with the State Auditor's office. This means that we can have a report ready for you well in advance of year-end.

Typically, a new study will need to be performed every two years. The cost to update the valuation and prepare reporting for years when a full valuation is not required is \$1,000. Attached is a summary of our pricing structure and our innovative approach to GASB 67&68 implementation, along with a proposal booklet and service agreement.

To get started with your valuation, we would need to gather data on your firefighter population, VFRA plan benefits, and special fund investments. When you are ready to proceed, we will send over a data request with the details we will need; a sample is provided in the attached proposal. To ease the data collection burden on the City and the Relief Association, we have structured our data request around the reporting forms that are already required to be sent to the state each summer. We are flexible in working with any upcoming audit deadlines, so we will work with you on a project timeline that ensures you have the results of our study when you need them. **Our preferred approach is to begin the 2015 report immediately so that the results are ready for you well in advance of any year-end reporting deadlines.**

Hildi Inc. offers GASB 67 & 68 services to VFRA plans statewide to make the transition seamless and keep your costs down. We are proactively working with cities, plans, and the audit community to ensure there are no audit "surprises". We look forward to serving your firefighter community and the City of St. Francis. Please reach out and let me know if I can help in any way.

Best,  
Mike

Michael J. Born, FSA, EA, CFA, MAAA  
Consulting Actuary



**Hildi Incorporated**

*Specializing in Actuarial Retirement Plan Services*

11800 Singletree Lane, Suite 305

Minneapolis, MN 55344

P 952.934.5554

F 952.934.3027

E [mike.born@hildiinc.com](mailto:mike.born@hildiinc.com)

W [www.hildiinc.com](http://www.hildiinc.com)

**ExchangeDefender Message Security: Check Authenticity**



*Specializing in Actuarial Retirement Plan Services*

September 30, 2015

ACTUARIAL SERVICES  
GASB STATEMENT 67 & 68  
City of St. Francis

**Hildi Incorporated**  
11800 Singletree Lane, Suite 305  
Minneapolis, MN 55344

P 952.934.5554  
F 952.934.3027  
E [mike.born@hildiinc.com](mailto:mike.born@hildiinc.com)  
[www.hildiinc.com](http://www.hildiinc.com)

**Primary Contact: Mike Born, FSA**



*Specializing in Actuarial Retirement Plan Services*

September 30, 2015

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

Dear Darcy and the City of St. Francis:

Thank you for the opportunity to work with you on Actuarial Services for the City of St. Francis. We look forward to developing a valued business partnership with you on the subject of Pension Accounting under GASB Statement No. 67 & 68 for your Fire Department Relief Association pension plan. The enclosed booklet will cover the scope of services and highlight the strengths of the actuarial firm, Hildi Incorporated.

#### **Qualified Actuaries**

First and foremost, we would like to stress that your business is important to Hildi Incorporated. The history of our firm is spelled out in the "About Hildi Incorporated" section of this proposal. The consultants at Hildi Incorporated are seasoned actuarial consultants specializing in the health and welfare and pension fields. All actuaries who will be working on your account are credentialed actuaries – either Fellows of the Society of Actuaries (FSA) or Associates of the Society of Actuaries (ASA.) Becoming an FSA or ASA entails years of studying and exam taking while competing for passing marks against other top candidates throughout the country. Other practicing actuaries have never completed the entire course of actuarial study, but all actuaries at Hildi Inc. have. Please see our Biographies and Resumes included in the Appendix section.

#### **Experienced Actuaries and Responsive Service**

Second, at Hildi Incorporated, we monitor our workflow and capacity levels in order to be the most responsive to the client projects that we take on. Hildi Incorporated has made the commitment to specialize in pension actuarial work under GASB Statements 67 and 68. The consultants at Hildi Incorporated have worked with public pensions all over the country and with corporate pension plans since the early 1990s under ASC 715-60.



*Specializing in Actuarial Retirement Plan Services*

**Consistency**

At Hildi Incorporated, we have the distinct advantage of being able to provide our clients with a consistent actuarial team from one year to the next. We are committed to our profession and our firm. Therefore, you will not have to worry about your investment in our firm, as our knowledge of the City of St. Francis's Fire Relief benefits and pension strategies will be consistently applied.

Thank you again for this opportunity. Please call with any questions that you may have. We look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Born". The signature is written in a cursive, flowing style.

Michael J. Born, FSA  
Consulting Actuary

# Contents

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## **About Hildi Incorporated**

Thank you for taking the time to learn more about Hildi Incorporated.

At Hildi Incorporated, our goal is to be your valued, trusted consulting partner in the world of actuarial retirement plan and Other Post-Employment benefit services.

Hildi Incorporated believes in providing the highest quality consulting along with the most competitive fees in the marketplace. Customer service and satisfaction is our most important goal.

Hildi Incorporated was established by in October of 2004 as a Midwestern actuarial consulting firm. The structure for Hildi Incorporated is an S-Corporation in Minnesota. State and Federal Tax ID numbers can be provided on request. Hildi Incorporated has no parent or subsidiary organizations.

The name "Hildi" has meaning in Norse mythology and is the founder's nickname. The Hildi Inc. logo (the item that looks somewhat like a check mark or a music note) is the symbol from the founder's ancestral family farm in Selbu, Norway.

Hildi Incorporated consists of benefits consultants and actuaries who have many years of real world experience and are recognized leaders in their fields. Please see the section on the Actuarial Consultants at Hildi Incorporated, along with our attached biographies and resumes in the Appendix.

# **Hildi Incorporated Qualifications and Experience**

## **Professional Experience Highlights with a *sampling* of Current Clients**

### **Counties and many Cities in Minnesota**

- Actuarial Valuations and Plan Design work for Other Post Employment benefits under GASB Statements 43 and 45.

### **School Districts in the Midwest**

- Actuarial Valuations and Plan Design work for Other Post Employment benefits under GASB Statements 43, 45 and 16.

### **Public Pension Plans (Police and Fire Funds)**

- Actuarial Valuations and Plan Design work for Pensions under GASB Statements 25 and 27/GASB 67 and 68.

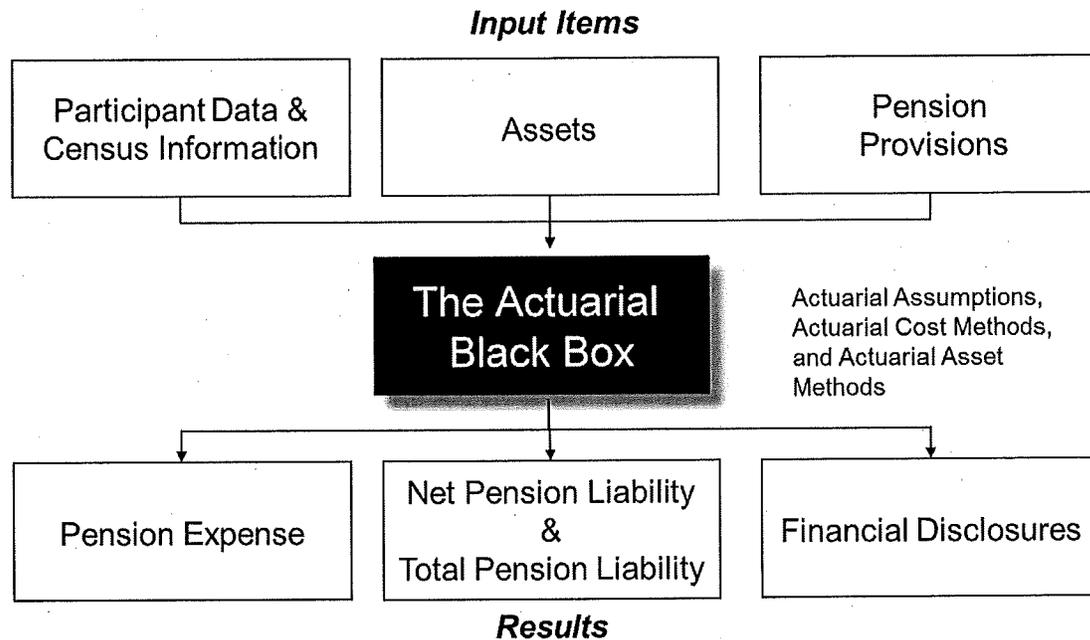
### **Corporate Clients (Current Client – 15,000+ employees)**

- Total actuarial consulting relationship with projects covering everything from Actuarial Valuations for two defined benefit plans to all the FAS No. 87, 88, and 132 accounting requirements.
- Actuarial Valuations on all post retirement medical, dental, and life plans including all accounting work under FAS No. 106.
- Additional work performed on non-qualified retirement plans and asset/liability modeling projections.

## The Actuarial Valuation Process

This exhibit shows the GASB 67 & 68 process. Once you provide us with the Input Items, noted below, then we can complete the actuarial calculations and prepare your results in our actuarial report.

### Actuarial Valuation



#### Actuarial Assumptions

The actuary and client jointly select a proposed set of *actuarial assumptions* to be used in the valuation. Hildi Inc. discusses the proposed assumptions with our clients at an early stage in the project; not all actuaries will do this. We welcome the client's input in the selection process, and it's important to remember that the earlier a client questions an assumption, the less work it is for the actuary to make the required changes to the valuation.

## Sample Data Request

**Data format:** Preferred delivery by computer CD, disk, or email.  
Data in Excel spreadsheets is preferred. Key punching by Hildi Inc. of scanned information will result in additional data processing time.

### General List of items needed to perform a GASB 67/68 Actuarial Valuation

- Plan Bylaws
- Employee/Participant Data
- Plan Asset information
- Plan Audit and State Filing Information (optional)

### Plan Provisions/Benefits Information

Please include the most recent plan bylaws. Highlight any recent changes that have occurred and summarize any anticipated upcoming changes.

### Employee/Participant Data

Please include the following information as of January 1, 2015 for:

#### Active Participants

- Personal Identification Number (SSN or Employee ID)
- Name
- Gender
- Date of Birth (MMDDYYYY)
- Date of Hire (MMDDYYYY) (including any pre-calculated service fields)
- Years of Pension Service
- Current Pension Benefit Level
- Most current annual salary information

#### Deferred Pension Participants and Beneficiaries

- Personal Identification Number (SSN or Employee ID)
- Name
- Gender
- Date of Birth (MMDDYYYY)
- Date of Hire (MMDDYYYY)
- Date of Separation (MMDDYYYY)
- Years of Service
- Pension Benefit Level
- Increases in Pension Benefit Since Separation (if applicable)
- Accrued Pension Amount as of January 1, 2015

Retired Participants and Beneficiaries (if any participants receiving monthly benefits)

- Personal Identification Number (SSN or Employee ID)
- Name
- Marital Status, if relevant
- Gender
- Date of Birth (MMDDYYYY)
- Date of Hire (MMDDYYYY)
- Date of Retirement (MMDDYYYY)
- Spouse Date of Birth (MMDDYYYY)
- Pension Benefit Amount
- Form of Pension Payment (e.g. Single Life Annuity)

You may provide census data in an Excel version of the Form SC template. If you provide the data in this format, please make sure the data is current as of January 1, 2015. Please note that annual salary is not provided on this form; you may provide that data separately.

Alternatively, you may use the Excel template that has been attached to this request. Please provide one row of data, with all of the above information, for each participant/spouse.

**Actuarial Assumptions**

As an aid in setting assumptions for this study, please send any available information by employee group or in total that you may have on the following:

- Retirement experience – at what ages are participants retiring?
- Withdrawal or turnover – when do participants leave the employer?
- Salary increases – what is the history and what is expected for increases?

**Asset Information**

Please include the following information:

- Special Fund trust statements as of January 1, 2015
- A reconciliation of assets for the prior year:
  - December 31, 2013 special fund balance
    - Benefits paid to plan participants
    - Expenses paid from special fund
    - + State contributions to special fund
    - + Municipal contributions to special fund
    - +/- Investment return
  - December 31, 2014 special fund balance
- If the above reconciliation is not available, please provide sufficient statements and other information necessary to compile it.
- A description of the plan's funding and investment policies

If the Form RF is available for the current year, we can rely on that information. Otherwise, we can compile it through the plan's investment statements for the year.

**Other Requested Information (if available)**

- Most recent available SC and RF forms filed with the Minnesota Office of the State Auditor
- Most recent available relief association pension plan audit

## Fee Proposal and Timeline

GASB Statement No. 67 indicates that the actuarial valuation date must be no more than 24 months prior to each measurement date. As such, we anticipate that a full actuarial valuation will be required every two years. In the years where a full actuarial valuation is not required, financial reporting can be based on a projection of the most recent actuarial valuation.

Upon receipt of all data needed for the project (see the Sample Data Request), the actuarial valuation results can be prepared **within six to eight weeks**. Any additional information requested (for example, changes in plan design, actuarial cost projections) could possibly extend this timeline. However, we try to be flexible when working with upcoming audit deadlines. If you need your report by a particular date, we will do our best to work with you on a schedule that meets your needs.

### GASB 67 & 68 Key Dates

GASB 67 applies to accounting for pension plans. Any financial reporting done for the pension plan (Relief Association) should be prepared in accordance with GASB 67 and is effective for the fiscal year ending December 31, 2014. GASB 68 applies to accounting for pension plan sponsors (municipalities). Any financial reporting done for the pension plan sponsor (the City) should be prepared in accordance with GASB 68 and is effective for the fiscal year ending December 31, 2015.

The valuation date for this actuarial study will be January 1, 2015. All data collected should be as of January 1, 2015 or for the fiscal year ending on December 31, 2014. The study may be used to prepare financial disclosures for the Relief Association (under GASB 67) for the fiscal year ending December 31, 2014 and for the City (under GASB 68) for the fiscal year ending December 31, 2015.

### Basic Actuarial Valuation Fees for GASB Statement No. 67 & 68

Service Date	Basic Fee
Summer or Fall 2015	\$2,200, as a year in which a full actuarial valuation is required under GASB 67&68
Spring or Summer 2016	\$1,000, presuming this is a year in which a full actuarial valuation is not required under GASB 67&68
Spring or Summer 2017	\$2,200, as a year in which a full actuarial valuation is required under GASB 67&68
Spring or Summer 2018	\$1,000, presuming this is a year in which a full actuarial valuation is not required under GASB 67&68

## Fee Proposal *continued*

These Basic Actuarial Fees include the following:

- Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.
- Availability via conference call to discuss the results and answer questions.
- An Actuarial Report including all information required by GASB Statements 67 and 68. Hildi Inc. will provide an electronic copy.
- Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.

The Basic Actuarial Fees are also based on the receipt of clean participant data in the format requested from the Hildi Inc. data request packet.

### Fees for Additional Actuarial Services

Description	Fee
Auditor Requests	Based on Hourly Rates
Attendance at Additional Meetings	Based on Hourly Rates
Contract Proposals	To be agreed upon after determination of scope

### Hourly Rates for Additional Services

Description	Hourly Rate
Strategic Actuarial Consulting and Meeting time	\$275
Actuarial Calculations	\$100 - \$250
Data and Administrative work	\$100 - \$200

Travel and lodging expenses are not included in the basic fee and will be invoiced separately, if requested.

## References

Available upon request.

## What distinguishes Hildi Inc. from other actuarial firms?

- The lead GASB Actuaries at Hildi Inc. are all Fellows of the Society of Actuaries – FSAs
- We specialize in GASB Actuarial Services
- Network of colleagues including legal, trust, and financial services
- Consistency in actuaries and the team for you from one year to the next
- Competitive fees
- Other ancillary, useful material included in our actuarial reports – not just the “bare bones” results
- Thorough review of plan provisions and actuarial assumptions with the client, and
- Thorough explanation of the actuarial report and results.

## What are the clients of Hildi Inc. saying?

- **“An actuary with a *heart!*”**
- **“You are not *typical* actuaries.”**
- **“Thank you for the exhibits that you put together – we love it!”**
- **“Thank you for working hard to meet our deadlines.”**
- **“Thank you for your prompt attention to my request.”**
- **“Your fees are fair and continue to be. We are not getting *nicked and dimed* for every request that we make.”**

## **The Hildi Inc. Actuarial Team**

### **Jill M. Urdahl, FSA, EA, MAAA**

Jill is a Fellow of the Society of Actuaries, Enrolled Actuary, and a Member of the American Academy of Actuaries. Over the past 24 years, Jill has been a retirement actuary and consultant. She has worked with all sized employers, both public and private, to develop their retirement and OPEB strategies. Specific areas of focus include plan design, funding and financing, and administration services. In addition, Jill has experience with present value calculations for marital dissolutions.

Jill worked for two international consulting firms for over 14 years in various capacities, including principal actuary, managing supervisor, region recruiting lead, and Society of Actuaries exam committee member.

Jill has been a featured speaker on GASB 45 at several conferences across the country.

### **Anthony L. Urdahl, FSA, EA, MAAA, MSPA**

Tony is a Fellow of the Society of Actuaries, an Enrolled Actuary, a Member of the American Academy of Actuaries and a member of ASPPA. He has over 25 years experience working with all aspects of defined benefit pension plans.

Prior to joining Hildi Inc., Tony worked at three large actuarial consulting firms on cash balance and traditional pension plans of all sizes. He was the Senior Resource Actuary in the Minneapolis office of a large actuarial consulting firm and was responsible for technical issues related to defined benefit plans. Tony has extensive actuarial expertise in administration, design, funding, accounting and discrimination testing of cash balance and other defined benefit plans. He also has experience with OPEB benefit valuations. Tony attends annual national meetings to keep current on the latest design and technical issues related to self employed individuals, small business owners and corporations of all sizes.

## **Michael J. Born, FSA, EA, CFA, MAAA**

Mike is a Fellow of the Society of Actuaries, an Enrolled Actuary, and a Member of the American Academy of Actuaries. Mike is also a CFA Charterholder.

Mike has worked with the retirement and OPEB plans offered by large for-profit and not-for profit corporations. He has extensive experience with the actuarial valuation of pension and retiree health and welfare programs for private employers. Mike has been a featured speaker on the topic of GASB 67 & 68 implementation for Minnesota Relief Association Pension Plans.

Mike was an actuarial consultant and investment consultant at an international consulting firm for 12 years prior to joining Hildi Inc. in 2013. Mike was responsible for assisting his clients with actuarial valuations, plan design, plan administration, risk management, and investment strategy & implementation.

## **Catherine A. Erpelding, ASA, EA, MAAA**

Cathy is an Associate of the Society of Actuaries, an Enrolled Actuary, and a Member of the American Academy of Actuaries.

Cathy joined Hildi Inc. in 2007. Her primary experience has been working with large and small corporations with pension and OPEB benefit valuations. Cathy has extensive actuarial expertise in administration, design, funding, accounting and discrimination testing of defined benefit plans.

Cathy worked for a large international consulting firm for 13 years in various capacities, including senior associate actuary, managing supervisor, retirement systems specialist, and recruiting specialist.

Cathy has over 19 years of experience working with all aspects of defined benefit pension plans.

## **Gretchen Faul, ASA, EA, MAAA**

Gretchen is an Associate of the Society of Actuaries, an Enrolled Actuary, and a member of the American Academy of Actuaries.

Gretchen joined Hildi Inc. in 2008. Her primary experience has been working with large and small corporations with pension and OPEB benefit valuations. Gretchen also has extensive actuarial expertise in pension administration and discrimination testing of defined benefit plans.

Before joining Hildi Inc., Gretchen was an actuarial consultant at two international consulting firms.

Gretchen has over 24 years of experience working with all aspects of defined benefit pension plans.

## **Todd Chrun, EA**

Todd is an Enrolled Actuary and is currently taking exams to attain actuarial fellowship.

Todd joined Hildi Inc. in 2010. Prior to 2010, Todd was an actuarial associate at a large actuarial consulting firm in Minneapolis. His primary experience has been working with large and small corporations with pension and OPEB benefit valuations. Todd also has actuarial expertise in pension administration and discrimination testing of defined benefit plans.

Todd has 5 years of experience working with defined benefit pension plans and post retirement medical plans.

## **Ruth Cunningham**

Ruth is an actuarial analyst working with GASB reporting and data analysis.

Ruth joined Hildi Inc. in 2007. Her primary experience is in working with GASB 45, 16, and 27 reporting for public entities. She has extensive experience in the information requirements and data analysis for these valuations.

Ruth has a Fellow Life Management Institute (FLMI) designation and nine years of experience in various capacities in the group health insurance division at a large insurance company including benefit description, underwriting, group medical claims, and examiner training.

## AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into and dated September 30, 2015 by and between Hildi Inc. with offices located at 11800 Singletree Lane, Suite 305, Minneapolis, MN 55344 (hereinafter referred to as the "Consultant") and the City of St. Francis with offices located at 23340 Cree Street NW, St. Francis, MN 55070 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties."

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the "Work"), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a "work made for hire" any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a "work made for hire" or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so

granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

**Exhibit 1 to  
AGREEMENT FOR CONSULTING SERVICES  
Consultant and Rate Schedule**

<b>Consultant Representative's Name</b>	<b>Title</b>	<b>Effective Start Date</b>	<b>Expected End Date</b>
Hildi Inc. Actuaries and Consultants	Consulting Actuaries	TBD	TBD
<p align="center"><b>Base Fees</b></p> <p>The approximate budget for Hildi Inc. consulting services is as follows:</p> <ul style="list-style-type: none"> <li>• GASB 67&amp;68 Actuarial Valuation (Base Year): \$2,200</li> <li>• GASB 67&amp;68 Actuarial Valuation (Projection Year): \$1,000</li> </ul> <p>These Base Actuarial Fees include the following:</p> <ul style="list-style-type: none"> <li>• An Actuarial Report including all information required by GASB Statement 67&amp;68 for the Relief Association pension plan. Hildi Inc. will provide an electronic copy.</li> <li>• Availability via conference call to discuss the results and answer questions.</li> <li>• Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.</li> <li>• Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.</li> </ul>			
<p>The term of the Agreement for Consulting Services is for the January 1, 2015 GASB 67&amp;68 actuarial valuation and a roll-forward valuation for the following year. The Base Year valuation can be used for the plan (Relief Association) disclosure cycle ending December 31, 2014 and the plan sponsor (city) disclosure cycle ending December 31, 2015. The Projection Year report can be used for the Relief Association disclosure cycle ending December 31, 2015 and the City disclosure cycle ending December 31, 2016.</p> <p>All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation (if applicable). Additional charges may occur if there is out of scope work due to inaccurate or insufficient data provided by the Company, changes in funding or investment policy, changes to plan provisions, or proportionate share calculations.</p>			

**SERVICES OR REQUIREMENTS:**

The Agreement for Consulting Services is dated September 30, 2015.

**Company: City of St. Francis**

**Consultant: Hildi Inc.**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

(Please Note: A Signature is required on both page 5 and page 6. Thank you.)



## Appendix 1 Multi-Year Summary of GASB 68 Fees

The innovative implementation approach recommended by Hildi Inc. provides our clients with two advantages:

- GASB 68 results provided by Hildi Inc. are ready well in advance of year-end, so there are no audit surprises or delays. Other actuarial firms may wait until after year-end to complete the GASB 68 exhibits.
- Because GASB 67 results are included in our standard report, there is no need for an additional charge for GASB 67 reporting. Other actuarial firms may charge separately for the first GASB 67 report.

Service Year	Service Summary*	Fee**
2015	FYE 2015 GASB 68 Actuarial Valuation Report	\$2,200
2016	FYE 2016 GASB 68 Actuarial Projection Report	1,000
2017	FYE 2017 GASB 68 Actuarial Valuation Report	2,200
2018	FYE 2018 GASB 68 Actuarial Projection Report	1,000

\*Included in the fees for each GASB 68 report are the results and exhibits necessary for the Relief Association to comply with the GASB 67 standard for the previous year. For instance, the 2015 GASB 68 report will also include the FYE 2014 results under GASB 67.

\*\* The above fee schedule assumes there are no significant changes to the pension plan during the "off-year" that would require an entire actuarial valuation instead of a projection.

## Darcy Mulvihill

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**From:** Candace Gislason <Candaceg@vaniwaarden.com>  
**Sent:** Thursday, July 23, 2015 2:13 PM  
**To:** Darcy Mulvihill  
**Subject:** GASB 67/68 Pension Reporting - Early Bird Discount Reminder  
**Attachments:** GASB68 Engagement Letter\_St Francis\_07232015\_VIA.pdf

Hi Darcy,

It's been a while since you've heard from us regarding GASB 67/68 pension reporting and I wanted to remind you of an extra incentive we are offering to our clients.

### Why Early Bird?

Many cities and fire relief associations have indicated that they are going to wait until year end 2015 to implement GASB 67/68. Because of this, we are anticipating a flood of requests for pension reports completed in early 2016. While we need to wait for 12/31/2015 assets to finish our calculations, the GASB 67/68 pension accounting rules allow us to gather the census data up to a year earlier (i.e., 12/31/2014) so we can start on the work now.

In anticipation of this work, we're offering an "early bird" discount for our clients who provide data before year-end. Getting the data early helps us manage workflow better, and it ensures that your report will be completed quickly next year.

### Early Bird Discount

The discount is \$100 off our quoted fee for each full month before January 2016 that we receive complete 12/31/2014 census data, bylaws and asset information. For example, if you provide all the data this July then we'll reduce our 2015 fee by \$500 (5 complete months prior to January 2016).

Other than the bylaws, everything we need is in the SC-14, RF-14 and SID-14 forms the relief association has already prepared for the OSA.

I'll call next week if I don't hear from you before that. I've attached a copy of the engagement letter for your convenience. Thank you!

Candace

### **Candace A. Gislason, FSA, MAAA**

Consulting Actuary

#### **Van Iwaarden Associates**

612.596.5963 direct, 888.596.5960 toll free

[www.vaniwaarden.com](http://www.vaniwaarden.com)

L/D/C/R:1/cag/jvi

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*Unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please notify the sender and destroy all copies immediately.*

July 23, 2015

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

**Re: Engagement Letter for GASB 67/68 Actuarial Services**

Dear Darcy:

Thank you for this opportunity to provide GASB 67/68 pension actuarial services to the City of St. Francis and the St. Francis Fire Relief Association. This letter documents the services we will provide for the Relief Association's pension plan and our fees for those services.

### **Background**

Governmental Accounting Standards Board (GASB) statements 67 and 68 will significantly impact the financial statements of Volunteer Fire Relief Associations (VFRAs) and their sponsoring cities. In order to fully comply with these new accounting requirements, pension liabilities must be measured according to GASB rules which are significantly different than Minnesota funding statutes.

We've included a sample GASB 67/68 report which illustrates the following:

- Comparison of the City's pension accounting expense and balance sheet liability (page 1);
- Illustration of the change in Net Pension Liability (the difference between Total Pension Liability and assets "Plan Fiduciary Net Position" on page 7);
- Determination of the discount rate used to measure pension liabilities (page 2). The discount rate is based on a "crossover" calculation that takes into account:
  - The Relief Association's current funded status,
  - Expected investment return, which depends on the fund's investment mix,
  - Projected future contributions and benefit payments to/from the fund; and
  - A municipal bond rate, after the "crossover" point (if any) when pension trust assets are depleted.
- Illustration of the Net Pension Liability's sensitivity to 1% changes in the discount rate, and
- Disclosure of investment returns, data sources, actuarial assumptions and calculation details as required by GASB 67/68.

## Scope of the Engagement

We will perform the following services, as chosen by the City and Relief Association:

### 1. GASB 67/68 "Full" Actuarial Valuations

For 2015, we will prepare a GASB 67/68 actuarial valuation report for the Relief Association and the City's financial statements.

### 2. GASB 67/68 "Off Year" Valuations

A full actuarial valuation of the Total Pension Liability (TPL) is required every two years. In the "off years" between full valuations, the results will be based on actual assets and an estimated TPL "rolled forward" from the previous valuation.

The FYE2016 reports will contain the required GASB 67 information for the Relief Association and the GASB 68 results for the City's financial statements.

The off-year valuations will need to reflect significant changes since the full valuation. A full actuarial valuation may be required two years in a row if there are significant changes like plan amendments, large asset gains/losses or big movements in prevailing interest rates.

### 3. Future GASB 67/68 Actuarial Reports

Future 2-year reporting cycles will include a full actuarial report and an "off-year" report that contain both GASB 67 and 68 information for the Relief Association and the City.

### 4. Other

We will prepare other actuarial and consulting projects requested by you from time to time such as attending meetings, presentations, and miscellaneous consulting.

### Our Expertise

We've worked with fire relief pension plans for decades, and we are the actuaries for a majority of the Minnesota fire relief annuity pension plans. Over the last few months we've worked closely with audit firms and the Office of the State Auditor (OSA) to clarify how GASB 67/68 applies to fire relief pension plans. **This knowledge leadership ensures that you receive an actuarial report prepared by an expert in fire relief pension plan GASB 67/68 accounting.**

In addition, we work with over 250 school districts, cities, counties, and other public entities to determine GASB 43/45 retiree medical liabilities. We are also the League of Minnesota Cities' actuarial partner. For decades, we have assisted private employers with similar pension accounting calculations.

### Fees and Hourly Billing Rates

The fees for the services described above are outlined below..

GASB 67 & 68 Reporting Beginning in 2015	Fee
FYE2015 GASB 67/68 actuarial report	\$2,700
FYE2016 GASB 67/68 "off year" report (if no significant changes)	1,200

**Each year also includes up to one hour of free consulting to review the reports with you over the phone.** Future actuarial reports will be priced according to a similar schedule

**"Early bird" discount: \$100 off 2015 fee for each full month before January 2016 that we receive complete 12/31/2014 census data, bylaws and asset information.**

We'll send a bill for half of the total engagement when we complete the liability calculations based on that data. We'll send a final bill for the other half next year, after we complete your GASB 67/68 report with final 12/31/2015 assets.

This fee quote depends on receiving the census data, asset reconciliation and investment mix in our prescribed format. You can provide census data by updating your MN Schedule Form SC to the valuation date (initially 12/31/2014) and sending that to us.

We are pleased to provide additional consulting services or changes in valuation scope upon request. Additional fees for such requests will be agreed upon by both parties prior to commencement.

### **Fees and Hourly Billing Rates (Cont.)**

Out-of-scope projects are within the City's and Relief Association's control, and time for them will be billed at our normal hourly rates. For 2015, our hourly rates are \$115 to \$195 for actuarial analysts and \$295 for consulting actuaries. Out-of-scope projects include time spent on:

- meetings and preparation,
- significant changes in your plan, accounting or funding arrangements,
- cleanup of inaccurate data or data not provided in the form requested, and
- follow-up for information not provided within 45 days of our first request.

We will notify you if any out-of-scope fees are to apply, and will be happy to estimate fees for additional projects as requested. Out-of-pocket expenses will be passed on to you without markup. Travel time, if it occurs, is billed at 50% of our normal rates.

You have the right to terminate our services at any time, subject to payment of accrued charges for work we have done through the date we receive notice. We will have the same right of termination (including termination for non-payment of fees and expenses), subject to our obligation to give you reasonable notice.

### **Performance Guarantees**

Ever since our firm was founded in 1991, we have operated on three basic principles which shape the way we conduct ourselves with clients, associates, and competitors and give rise to our performance guarantees:

- Do what's right,
- Do the best you can, and
- Treat others as you would like to be treated.

#### **Written Communication**

If we send you a document that does not provide the information you need in a way you can easily understand, we will explain it and/or revise it to meet your needs - at no charge.

#### **Peer Review**

Every client deliverable is subject to a formal peer review policy to ensure that all of our work products meet the highest consulting and actuarial standards.

#### **Data Security**

All staff members sign a formal data security policy that applies to all of our client work. We perform a daily off-site back-up of our network servers to ensure that all client data is protected.

#### **Error Correction**

If an error ever makes it through our review process, we will disclose it as soon as we find it and correct it at no charge. This falls under the "Do what's right" heading above.

#### **Overall**

It's simple: if it's important to you, it's important to us.

July 23, 2015

Page 5

### Acknowledgement and Consent

We trust that this letter satisfactorily outlines our services and fees. If you have any questions, please feel free to contact us. Thank you again for choosing Van Iwaarden Associates to assist you with this project.

Sincerely,



Candace A. Gislason, FSA, MAAA

Consulting Actuary

L/D/C/R: 3/cag/slb

**The undersigned authorized representative of the City of St. Francis has read this letter from Van Iwaarden Associates, understands its contents, and agrees on behalf of the City and the Relief Association to the terms, conditions and fees set forth above. The representative also gives Van Iwaarden Associates permission to release data to the auditors of the Relief Association and the City.**

Date: \_\_\_\_\_, 2015

By \_\_\_\_\_

Title \_\_\_\_\_



**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

<p style="text-align: center;"><b>CITY APPROVAL</b> <b>for a gambling premises</b> <b>located within city limits</b></p> <p>___ The application is acknowledged with no waiting period.</p> <p>___ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p>___ The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	<p style="text-align: center;"><b>COUNTY APPROVAL</b> <b>for a gambling premises</b> <b>located in a township</b></p> <p>___ The application is acknowledged with no waiting period.</p> <p>___ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p>___ The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p><b>TOWNSHIP (if required by the county)</b> On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature must be CEO's signature; designee may not sign)

Print Name: \_\_\_\_\_

<p><b>REQUIREMENTS</b></p> <p><b>Complete a separate application for:</b></p> <ul style="list-style-type: none"> <li>• all gambling conducted on two or more consecutive days, or</li> <li>• all gambling conducted on one day.</li> </ul> <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p><b>Financial report to be completed within 30 days after the gambling activity is done:</b> A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p><b>MAIL APPLICATION AND ATTACHMENTS</b></p> <p><b>Mail application with:</b></p> <p>___ a copy of your proof of nonprofit status, and ___ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b>; otherwise the fee is <b>\$150</b>. Make check payable to <b>State of Minnesota</b>.</p> <p><b>To:</b> Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p><b>Questions?</b> Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



PAYMENT BATCH AP 10-05-15

**ALEX AIR APPARATUS INC.**

09/22/2015	28234	E 101-42210-237	Small Equipment	PARTS	433.81
					<u>\$433.81</u>

**ANOKA COUNTY PROPERTY RECORDS**

09/29/2015	092915	E 101-41940-441	Miscellaneous	2015 TAXES	272.58
09/29/2015	092915	E 602-49490-441	Miscellaneous	2015 TAXES	272.58
					<u>\$545.16</u>

**ASSURANT EMPLOYEE BENEFITS**

09/22/2015	5447229.1015	E 101-41400-130	Employer Paid Insurance	OCTOBER PREMIUM	182.74
09/22/2015	5447229.1015	E 101-41500-130	Employer Paid Insurance	OCTOBER PREMIUM	71.32
09/22/2015	5447229.1015	E 101-42110-130	Employer Paid Insurance	OCTOBER PREMIUM	814.70
09/22/2015	5447229.1015	E 101-42400-130	Employer Paid Insurance	OCTOBER PREMIUM	106.88
09/22/2015	5447229.1015	E 101-43100-130	Employer Paid Insurance	OCTOBER PREMIUM	146.86
09/22/2015	5447229.1015	E 101-43210-130	Employer Paid Insurance	OCTOBER PREMIUM	32.64
09/22/2015	5447229.1015	E 101-45200-130	Employer Paid Insurance	OCTOBER PREMIUM	146.86
09/22/2015	5447229.1015	E 601-49440-130	Employer Paid Insurance	OCTOBER PREMIUM	54.49
09/22/2015	5447229.1015	E 602-49490-130	Employer Paid Insurance	OCTOBER PREMIUM	54.49
09/22/2015	5447229.1015	E 609-49750-130	Employer Paid Insurance	OCTOBER PREMIUM	118.27
					<u>\$1,729.25</u>

**BARGEN INC.**

09/22/2015	215541	E 225-45100-510	Land-Park Improvement	TRAIL REPAIRS	93,709.40
09/28/2015	215540	E 101-43100-406	Asphalt Repair & Maint	REPAIRS	24,999.84
					<u>\$118,709.24</u>

**BELLBOY CORPORATION**

09/15/2015	50013000	E 609-49751-206	Freight and Fuel Charges	FREIGHT	23.25
09/15/2015	50013000	E 609-49751-251	Liquor For Resale	LIQUOR	2,159.97
09/24/2015	50225700	E 609-49751-251	Liquor For Resale	LIQUOR	432.00
					<u>\$2,615.22</u>

**BERNICK COMPANIES, THE**

09/14/2015	246178	E 609-49751-254	Miscellaneous Merchandise	MISC	54.00
09/14/2015	246179	E 609-49751-252	Beer For Resale	BEER	389.90
					<u>\$443.90</u>

**BUCKET MAN**

09/30/2015	248	E 101-45200-311	Contract	INSTALL FALL BANNERS	400.00
					<u>\$400.00</u>

**CDW GOVERNMENT, INC.**

09/18/2015	ZD06660	E 101-42110-200	Office Supplies	ADAPTER	24.12
					<u>\$24.12</u>

**CENTERPOINT ENERGY**

09/17/2015	5944643-5.0915	E 609-49750-383	Gas Utilities	LIQUOR	22.49
09/17/2015	5945449-6.0915	E 101-42210-383	Gas Utilities	FIRE	55.45
09/17/2015	5963820-5.0915	E 101-45200-383	Gas Utilities	WARMING HOUSE	21.00
09/17/2015	6002544-2.0915	E 601-49440-383	Gas Utilities	PUBLIC WORKS	10.50
09/17/2015	6002544-2.0915	E 602-49490-383	Gas Utilities	PUBLIC WORKS	10.50
09/17/2015	6002548-3.0915	E 602-49490-383	Gas Utilities	WWTP	21.00
09/17/2015	6886465-1.0915	E 101-41940-383	Gas Utilities	CITY HALL	15.00

09/17/2015	6886468-5.0915	E 101-41940-383	Gas Utilities	CITY HALL	15.00
09/17/2015	6886472-7.0915	E 101-41940-383	Gas Utilities	CITY HALL	15.00
09/17/2015	6886475-0.0915	E 101-41940-383	Gas Utilities	CITY HALL	16.07
09/17/2015	7900331-5.0915	E 601-49440-383	Gas Utilities	WATER	308.96
09/17/2015	8964221-9.0915	E 602-49490-383	Gas Utilities	LIFT STATION	18.26
09/17/2015	9680285-5.0915	E 101-42110-383	Gas Utilities	POLICE/PW	151.24
09/17/2015	9680285-5.0915	E 101-43100-383	Gas Utilities	POLICE/PW	37.81
09/17/2015	9680285-5.0915	E 101-45200-383	Gas Utilities	POLICE/PW	37.81
09/17/2015	9680285-5.0915	E 601-49440-383	Gas Utilities	POLICE/PW	37.81
09/17/2015	9680285-5.0915	E 602-49490-383	Gas Utilities	POLICE/PW	37.81
09/17/2015	9878416-8.0915	E 101-42210-383	Gas Utilities	FIRE-GENERATOR	18.98
					<hr/>
					\$850.69

**CENTURY LINK**

09/07/2015	090715	E 601-49440-321	Telephone	PHONE	62.12
09/07/2015	090715	E 602-49490-321	Telephone	PHONE	62.11
					<hr/>
					\$124.23

**CITY EMPLOYEES UNION, LOCAL #3**

09/28/2015	092815	G 101-21707	Union Dues	OCTOBER DUES	120.00
					<hr/>
					\$120.00

**CLASSIC CONSTRUCTION**

09/16/2015	17083	E 101-42110-401	Repairs/Maint Buildings	RESEAL CONCRETE	438.40
09/16/2015	17083	E 101-43100-401	Repairs/Maint Buildings	RESEAL CONCRETE	438.40
09/16/2015	17083	E 101-45200-401	Repairs/Maint Buildings	RESEAL CONCRETE	438.40
09/16/2015	17083	E 601-49440-401	Repairs/Maint Buildings	RESEAL CONCRETE	438.40
09/16/2015	17083	E 602-49490-401	Repairs/Maint Buildings	RESEAL CONCRETE	438.40
					<hr/>
					\$2,192.00

**COCA COLA REFRESHMENTS**

09/22/2015	118336422	E 609-49751-254	Miscellaneous Merchandise	MISC	691.84
09/22/2015	118336423	E 609-49751-254	Miscellaneous Merchandise	MISC	(47.44)
					<hr/>
					\$644.40

**COLONIAL INSURANCE**

09/25/2015	7129661-1005421	G 101-21712	Colonial Insurance	OCTOBER PREMIUM	322.70
					<hr/>
					\$322.70

**CONNEXUS ENERGY**

09/21/2015	298392.0915	E 101-41940-381	Electric Utilities	SIGN	92.13
09/21/2015	298392.0915	E 101-41940-381	Electric Utilities	CITY HALL	397.00
09/21/2015	298392.0915	E 101-42110-381	Electric Utilities	POLICE/PW	894.68
09/21/2015	298392.0915	E 101-43100-381	Electric Utilities	POLICE/PW	223.68
09/21/2015	298392.0915	E 101-45200-381	Electric Utilities	POLICE/PW	223.68
09/21/2015	298392.0915	E 601-49440-381	Electric Utilities	POLICE/PW	223.68
09/21/2015	298392.0915	E 602-49490-381	Electric Utilities	POLICE/PW	223.68
09/21/2015	298393.0915	E 602-49490-381	Electric Utilities	LIFT STATIONS	6,868.79
09/21/2015	298394.0915	E 101-45200-381	Electric Utilities	PARK	303.12
09/21/2015	298395.0915	E 601-49440-380	Electric-System	WATER	4,827.53
09/21/2015	298396.0915	E 101-43100-386	Street Lighting	STREET LIGHTS	3,426.12
09/21/2015	302965.0915	E 101-42110-381	Electric Utilities	WOODBINE SIREN	5.00
09/21/2015	302965.0915	E 101-42210-381	Electric Utilities	FIRE	565.50
09/21/2015	302965.0915	E 101-42210-381	Electric Utilities	AMBASSADOR SIREN	5.00
09/21/2015	302965.0915	E 609-49750-381	Electric Utilities	LIQUOR	1,540.14
					<hr/>
					\$19,819.73

**CORNERSTONE AUTOMOTIVE**

09/08/2015	15140523	E 101-42110-221	Vehicle Repair & Maintenance	REPAIRS	388.50
					<hr/>
					\$388.50

**CRYSTAL SPRINGS ICE**

09/15/2015	118164	E 609-49751-254	Miscellaneous Merchandise	MISC	144.92
09/22/2015	118236	E 609-49751-254	Miscellaneous Merchandise	MISC	168.30
					<hr/>
					\$313.22

**DAHLHEIMER DIST. CO. INC.**

09/07/2015	115144	E 609-49751-252	Beer For Resale	BEER	824.60
09/11/2015	114872	E 609-49751-252	Beer For Resale	BEER	338.00
09/16/2015	1169375	E 609-49751-252	Beer For Resale	BEER	6,776.45
09/16/2015	1169375	E 609-49751-254	Miscellaneous Merchandise	MISC	42.00
09/16/2015	1169375	E 609-49751-255	N/A Products	N/A	16.80
09/23/2015	115426	E 609-49751-252	Beer For Resale	BEER	17,924.65
09/23/2015	115426	E 609-49751-256	Tobacco Products For Resale	TOBACCO	32.60
					\$25,955.10

**DALMEDIA, ANANI**

G 601-22200	Deferred Revenues	REF ACCT #4343	97.20
			\$97.20

**DAY DISTRIBUTING CO.**

09/14/2015	820028	E 609-49751-252	Beer For Resale	BEER	1,664.05
					\$1,664.05

**DELTA DENTAL**

09/15/2015	6180672	G 101-21711	Dental Insurance	OCTOBER PREMIUM	504.10
					\$504.10

**DEX MEDIA EAST LLC**

09/25/2015	110097517.0915	E 609-49750-340	Advertising	ADVERTISING	75.50
					\$75.50

**DEZURIK**

09/22/2015	61015487	E 601-49440-233	Water Treatment Plant Maint	SUPPLIES	195.00
					\$195.00

**ECM PUBLISHERS, INC.**

09/25/2015	260746	E 101-41400-351	Legal Notices Publishing	ORDINANCE 205	53.75
					\$53.75

**ELITE SANITATION**

09/18/2015	22774	E 101-45200-402	Janitorial Service	TOILET RENTAL	678.00
					\$678.00

**FAIRVIEW**

E 101-42210-305	Medical & Testing Fees	SHOTS	129.00
E 101-45200-311	Contract	SHOTS	129.00
			\$258.00

**FICK, DAWN**

G 601-22200	Deferred Revenues	REF ACCT #1388	220.87
			\$220.87

**FREDRICKS, ADAM**

G 601-22200	Deferred Revenues	REF ACCT #4400	313.63
			\$313.63

**G&K SERVICES, INC**

09/22/2015	1043291067	E 609-49750-219	Rug Maintenance	RUGS	11.23
09/22/2015	1043291068	E 601-49440-402	Janitorial Service	RUGS	27.84
09/22/2015	1043291069	E 101-41940-219	Rug Maintenance	RUGS	16.96
09/22/2015	1043291070	E 101-42110-402	Janitorial Service		21.32
09/22/2015	1043291070	E 101-43100-402	Janitorial Service		5.32
09/22/2015	1043291070	E 101-45200-402	Janitorial Service		5.32
09/22/2015	1043291070	E 601-49440-402	Janitorial Service		5.32
09/22/2015	1043291070	E 602-49490-402	Janitorial Service		5.32
09/22/2015	1043291071	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	4.90
09/22/2015	1043291071	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	4.90
					\$108.43

**GRAINGER, INC.**

09/16/2015	9843532004	E 101-42110-401	Repairs/Maint Buildings	FILTERS	35.64
09/16/2015	9843532004	E 101-43100-401	Repairs/Maint Buildings	FILTERS	35.64
09/16/2015	9843532004	E 101-45200-401	Repairs/Maint Buildings	FILTERS	35.64
09/16/2015	9843532004	E 601-49440-401	Repairs/Maint Buildings	FILTERS	35.64
09/16/2015	9843532004	E 602-49490-401	Repairs/Maint Buildings	FILTERS	35.64
					\$178.20

**GRANITE CITY JOBBING CO.**

09/15/2015	871314	E 609-49750-210	Operating Supplies	OPERATING	61.09
09/15/2015	871314	E 609-49751-254	Miscellaneous Merchandise	MISC	41.15
09/15/2015	871314	E 609-49751-256	Tobacco Products For Resale	TOBACCO	544.86
09/22/2015	872144	E 609-49750-210	Operating Supplies	OPERATING	72.51
09/22/2015	872144	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
09/22/2015	872144	E 609-49751-256	Tobacco Products For Resale	TOBACCO	1,033.31
09/22/2015	872144	G 101-20810	Sales Tax Payable	TAX	(0.88)
					\$1,756.29

**GREENWAY EXCAVATING INC**

		G 803-22000	Deposits	REFUND ESCROW	3,000.00
					\$3,000.00

**ISANTI COUNTY TREASURER**

09/29/2015	092915	E 602-49490-441	Miscellaneous	2ND HALF TAXES	4,429.00
					\$4,429.00

**ISD #15**

09/18/2015	2168	E 101-42110-401	Repairs/Maint Buildings	2015 SHOP	16.47
09/18/2015	2168	E 101-43100-401	Repairs/Maint Buildings	2015 SHOP	16.47
09/18/2015	2168	E 101-45200-401	Repairs/Maint Buildings	2015 SHOP	16.47
09/18/2015	2168	E 601-49440-401	Repairs/Maint Buildings	2015 SHOP	16.47
09/18/2015	2168	E 602-49490-401	Repairs/Maint Buildings	2015 SHOP	16.46
					\$82.34

**JENSEN FAMILY FOODS**

		G 803-22132	ESC-Jensen-Rezoning	REFUND ESCROW	305.47
					\$305.47

**JJ TAYLOR DISTRIBUTING**

09/23/2015	2401151	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
09/23/2015	2401151	E 609-49751-252	Beer For Resale	BEER	231.05
					\$234.05

**JOHNSON BROS WHLSE LIQUOR**

09/10/2015	5254743	E 609-49751-206	Freight and Fuel Charges	FREIGHT	63.34
09/10/2015	5254743	E 609-49751-251	Liquor For Resale	LIQUOR	4,050.54
09/10/2015	5254744	E 609-49751-206	Freight and Fuel Charges	FREIGHT	48.64
09/10/2015	5254744	E 609-49751-253	Wine For Resale	WINE	1,399.90
09/12/2015	541733	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.52)
09/12/2015	541733	E 609-49751-251	Liquor For Resale	LIQUOR	(174.25)
09/16/2015	5259401	E 609-49751-206	Freight and Fuel Charges	FREIGHT	19.76
09/16/2015	5259401	E 609-49751-251	Liquor For Resale	LIQUOR	1,491.03
09/16/2015	5259402	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.56
09/16/2015	5259402	E 609-49751-253	Wine For Resale	WINE	139.20
09/18/2015	542849	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.52)
09/18/2015	542849	E 609-49751-251	Liquor For Resale	LIQUOR	(102.29)
09/18/2015	542850	E 609-49751-253	Wine For Resale	WINE	(34.00)
09/23/2015	5264550	E 609-49751-206	Freight and Fuel Charges	FREIGHT	87.40
09/23/2015	5264550	E 609-49751-251	Liquor For Resale	LIQUOR	5,471.46
09/23/2015	5264551	E 609-49751-206	Freight and Fuel Charges	FREIGHT	179.36
09/23/2015	5264551	E 609-49751-253	Wine For Resale	WINE	8,503.20
09/23/2015	5264552	E 609-49751-206	Freight and Fuel Charges	FREIGHT	15.20
09/23/2015	5264552	E 609-49751-254	Miscellaneous Merchandise	MISC	295.25
					\$21,455.26

**JONES, SCOTT**

G 601-22200	Deferred Revenues	REF ACCT #2126	83.76
			<u>\$83.76</u>

**KIMS KLEANING**

09/28/2015	3515	E 101-41940-402	Janitorial Service	CITY HALL	90.00
09/28/2015	3516	E 101-45000-402	Janitorial Service	COMMUNITY CENTER	80.00
09/28/2015	3517	E 101-43100-402	Janitorial Service	PUBLIC WORKS	165.00
09/28/2015	3517	E 101-45200-402	Janitorial Service	PUBLIC WORKS	165.00
09/28/2015	3517	E 601-49440-402	Janitorial Service	PUBLIC WORKS	165.00
09/28/2015	3517	E 602-49490-402	Janitorial Service	PUBLIC WORKS	165.00
09/28/2015	3518	E 601-49440-402	Janitorial Service	WATER TREATMENT PLANT	120.00
09/28/2015	3519	E 101-42110-402	Janitorial Service	POLICE DEPARTMENT	800.00
09/28/2015	3520	E 101-42210-402	Janitorial Service	FIRE DEPT	300.00
					<u>\$2,050.00</u>

**KRUGER DIVERSIFIED INC**

09/11/2015	51100	E 602-49490-229	Project Repair & Maintenance	WWTP BAR SCREEN PRESS	593.00
					<u>\$593.00</u>

**LAW ENFORCEMENT LABOR SVCS.**

09/28/2015	092815	G 101-21707	Union Dues	OCTOBER DUES	329.00
					<u>\$329.00</u>

**MCALISTER, JAN**

G 803-22125	McAlister-Interium Use	REFUND ESCROW	149.80
			<u>\$149.80</u>

**MCDONALD DIST CO.**

09/17/2015	210121	E 609-49751-252	Beer For Resale	BEER	12,802.80
09/24/2015	211770	E 609-49751-252	Beer For Resale	BEER	5,775.21
09/24/2015	211770	E 609-49751-254	Miscellaneous Merchandise	MISC	36.00
					<u>\$18,614.01</u>

**MN MUNICIPAL UTILITIES ASSOC.**

10/01/2015	45744	E 101-41400-311	Contract	4TH QUARTER SAFETY	462.50
10/01/2015	45744	E 101-42110-311	Contract	4TH QUARTER SAFETY	462.50
10/01/2015	45744	E 101-42210-311	Contract	4TH QUARTER SAFETY	462.50
10/01/2015	45744	E 101-43100-311	Contract	4TH QUARTER SAFETY	693.75
10/01/2015	45744	E 101-45200-311	Contract	4TH QUARTER SAFETY	693.75
10/01/2015	45744	E 601-49440-311	Contract	4TH QUARTER SAFETY	693.75
10/01/2015	45744	E 602-49490-311	Contract	4TH QUARTER SAFETY	693.75
10/01/2015	45744	E 609-49750-311	Contract	4TH QUARTER SAFETY	462.50
					<u>\$4,625.00</u>

**MN NCPERS LIFE INSURANCE**

09/22/2015	73341015	G 101-21713	MN Life	OCTOBER PREMIUM	16.00
					<u>\$16.00</u>

**MN RURAL WATER ASSOCIATION**

E 601-49440-208	Training and Instruction	TEICHER-TRAINING	62.50
E 602-49490-208	Training and Instruction	TEICHER-TRAINING	62.50
			<u>\$125.00</u>

**MY ALARM CENTER**

09/28/2015	6133786	E 609-49750-445	Security	OCTOBER	32.73
					<u>\$32.73</u>

**NORTH METRO TREE SERVICE INC.**

09/28/2015		E 101-43100-311	Contract	TREE REMOVAL	362.50
09/28/2015		E 101-43100-311	Contract	TREE REMOVAL	850.00
09/28/2015		E 101-45200-311	Contract	TREE REMOVAL	362.50
09/28/2015		E 101-45200-311	Contract	TREE REMOVAL	850.00
09/28/2015	.0928	E 101-43100-311	Contract	REMOVE TREES	950.00
09/28/2015	.0928	E 101-45200-311	Contract	REMOVE TREES	950.00

\$4,325.00

**NORTH VALLEY**

09/28/2015	1	E 416-43100-314	Construction	KERRY & 232ND	191,960.55
					<u>\$191,960.55</u>

**OREILLY AUTO PARTS**

09/16/2015	1539-400394	E 101-42210-218	Equipment Repair & Maintenance	BATTERY	138.82
09/22/2015	1539-401605	E 101-42110-218	Equipment Repair & Maintenance	PARTS	44.98
09/25/2015	1539-402392	E 101-42210-218	Equipment Repair & Maintenance	PARTS	6.82
					<u>\$190.62</u>

**PACE ANALYTICAL SERVICES**

09/21/2015	151254526	E 601-49440-313	Sample Testing	TESTING	120.00
09/23/2015	151254859	E 602-49490-313	Sample Testing	TESTING	52.00
09/23/2015	151254878	E 602-49490-313	Sample Testing	TESTING	111.10
					<u>\$283.10</u>

**PAUSTIS & SONS**

09/14/2015	8515061-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.50
09/14/2015	8515061-IN	E 609-49751-253	Wine For Resale	WINE	589.00
					<u>\$599.50</u>

**PHILLIPS WINE & SPIRITS CO.**

09/04/2015	220152	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.52)
09/04/2015	220152	E 609-49751-251	Liquor For Resale	LIQUOR	(128.50)
09/10/2015	2849176	E 609-49751-206	Freight and Fuel Charges	FREIGHT	73.34
09/10/2015	2849176	E 609-49751-251	Liquor For Resale	LIQUOR	5,879.74
09/16/2015	2852323	E 609-49751-206	Freight and Fuel Charges	FREIGHT	36.74
09/16/2015	2852323	E 609-49751-251	Liquor For Resale	LIQUOR	2,227.80
09/16/2015	2852324	E 609-49751-206	Freight and Fuel Charges	FREIGHT	24.32
09/16/2015	2852324	E 609-49751-253	Wine For Resale	WINE	804.00
09/23/2015	2855913	E 609-49751-206	Freight and Fuel Charges	FREIGHT	9.12
09/23/2015	2855913	E 609-49751-251	Liquor For Resale	LIQUOR	599.75
09/23/2015	2855914	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.52
09/23/2015	2855914	E 609-49751-253	Wine For Resale	WINE	74.40
09/23/2015	2855915	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.04
09/23/2015	2855915	E 609-49751-254	Miscellaneous Merchandise	MISC	83.90
					<u>\$9,687.65</u>

**PRINTING UNLIMITED**

09/23/2015	7585	E 101-41400-200	Office Supplies	LETTERHEAD	139.95
09/23/2015	7585	E 101-42110-200	Office Supplies	LETTERHEAD	46.66
09/23/2015	7585	E 101-42210-200	Office Supplies	LETTERHEAD	46.62
09/23/2015	7585	E 101-43100-200	Office Supplies	LETTERHEAD	46.66
09/23/2015	7585	E 101-45200-200	Office Supplies	LETTERHEAD	46.66
09/23/2015	7585	E 601-49440-200	Office Supplies	LETTERHEAD	46.62
09/23/2015	7585	E 602-49490-200	Office Supplies	LETTERHEAD	46.62
09/23/2015	7585	E 609-49750-200	Office Supplies	LETTERHEAD	46.71
09/24/2015	7589	E 101-42400-200	Office Supplies	INSPECTION NOTICE/CONSTRU	96.65
					<u>\$563.15</u>

**RANDYS SANITATION**

09/19/2015	091915	E 101-43210-384	Refuse/Garbage Disposal	PRIOR BALANCE	3.18
					<u>\$3.18</u>

**RJM DISTRIBUTING INC.**

09/17/2015	8697	E 609-49751-252	Beer For Resale	BEER	232.79
09/17/2015	8697	E 609-49751-254	Miscellaneous Merchandise	MISC	18.75
09/21/2015	8720	E 609-49751-254	Miscellaneous Merchandise	MISC	18.75
					<u>\$270.29</u>

**ROSEVILLE, CITY OF**

09/24/2015	220672	E 101-41110-310	Computer Consulting Fees	IT SERVICES OCTOBER	244.78
09/24/2015	220672	E 101-41400-310	Computer Consulting Fees	IT SERVICES OCTOBER	897.56

09/24/2015	220672	E 101-42110-310	Computer Consulting Fees	IT SERVICES OCTOBER	1,101.55
09/24/2015	220672	E 101-42210-310	Computer Consulting Fees	IT SERVICES OCTOBER	195.83
09/24/2015	220672	E 101-42400-310	Computer Consulting Fees	IT SERVICES OCTOBER	40.84
09/24/2015	220672	E 101-43100-310	Computer Consulting Fees	IT SERVICES OCTOBER	261.10
09/24/2015	220672	E 101-45200-310	Computer Consulting Fees	IT SERVICES OCTOBER	342.70
09/24/2015	220672	E 601-49440-310	Computer Consulting Fees	IT SERVICES OCTOBER	326.38
09/24/2015	220672	E 602-49490-310	Computer Consulting Fees	IT SERVICES OCTOBER	326.38
09/24/2015	220672	E 609-49750-310	Computer Consulting Fees	IT SERVICES OCTOBER	326.38
09/24/2015	220711	E 101-41940-321	Telephone	PHONE	118.67
09/24/2015	220711	E 101-42110-321	Telephone	PHONE	118.67
09/24/2015	220711	E 101-42210-321	Telephone	PHONE	118.67
09/24/2015	220711	E 101-43100-321	Telephone	PHONE	118.67
09/24/2015	220711	E 101-45200-321	Telephone	PHONE	118.67
09/24/2015	220711	E 601-49440-321	Telephone	PHONE	118.67
09/24/2015	220711	E 602-49490-321	Telephone	PHONE	118.67
09/24/2015	220711	E 609-49750-321	Telephone	PHONE	118.67
					\$5,012.85

**ROYAL SUPPLY**

09/24/2015	17386	E 101-41940-210	Operating Supplies	SUPPLIES	1.81
09/24/2015	17386	E 101-42110-217	Other Operating Supplies	SUPPLIES	3.62
09/24/2015	17386	E 101-43100-217	Other Operating Supplies	SUPPLIES	1.81
09/24/2015	17386	E 101-45200-217	Other Operating Supplies	SUPPLIES	1.81
09/24/2015	17386	E 601-49440-217	Other Operating Supplies	SUPPLIES	1.81
09/24/2015	17386	E 602-49490-217	Other Operating Supplies	SUPPLIES	1.83
					\$12.69

**SALMONSON, JERALD**

G 601-22200	Deferred Revenues	REF ACCT #2458	73.09
			\$73.09

**SANDVIG, MATTHEW**

G 601-22200	Deferred Revenues	REF ACCT #3812	151.86
			\$151.86

**SHI INTERNATIONAL CORP**

09/16/2015	B03968255	E 101-42110-200	Office Supplies	ADAPTER	17.00
					\$17.00

**SOUTHERN WINE & SPIRITS OF MN**

09/17/2015	1327659	E 609-49751-206	Freight and Fuel Charges	FREIGHT	5.00
09/17/2015	1327659	E 609-49751-251	Liquor For Resale	LIQUOR	664.30
09/17/2015	1327660	E 609-49751-206	Freight and Fuel Charges	FREIGHT	11.25
09/17/2015	1327660	E 609-49751-253	Wine For Resale	WINE	462.00
09/24/2015	1329944	E 609-49751-206	Freight and Fuel Charges	FREIGHT	5.21
09/24/2015	1329944	E 609-49751-251	Liquor For Resale	LIQUOR	324.00
					\$1,471.76

**STONE, CHARLES**

G 601-22200	Deferred Revenues	REF ACCT #1287	41.95
			\$41.95

**SWAGGERT, BRENT**

G 601-22200	Deferred Revenues	REF ACCT #2802	193.42
			\$193.42

**SWANSON, STEVE**

G 601-22200	Deferred Revenues	REF ACCT #1646	255.69
			\$255.69

**VINOCOPIA, INC.**

09/11/2015	132701-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	22.50
09/11/2015	132701-IN	E 609-49751-251	Liquor For Resale	LIQUOR	1,394.92
					\$1,417.42

**WATER CONSERVATION SERVICE, IN**

09/20/2015	6276	E 601-49440-229	Project Repair & Maintenance	22858 QUAY ST - LEAK	282.20
					<u>\$282.20</u>

**WATER LABORATORIES INC.**

09/21/2015	5503	E 601-49440-313	Sample Testing	WATER TOWER INSPECTION	50.00
09/21/2015	5503.0915	E 601-49440-313	Sample Testing	WATER TOWER INSPECTION	50.00
					<u>\$100.00</u>

**WIRTZ BEVERAGE MN**

09/17/2015	1080374129	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.15
09/17/2015	1080374129	E 609-49751-251	Liquor For Resale	LIQUOR	945.50
09/17/2015	1080374129	E 609-49751-253	Wine For Resale	WINE	48.00
09/24/2015	1080377051	E 609-49751-206	Freight and Fuel Charges	FREIGHT	129.77
09/24/2015	1080377051	E 609-49751-251	Liquor For Resale	LIQUOR	9,248.71
09/24/2015	1080377051	E 609-49751-254	Miscellaneous Merchandise	MISC	27.09
					<u>\$10,409.22</u>

**WJM ENTERPRISES**

G 803-22134	WJM Enterprises	REFUND ESCROW	120.41
			<u>\$120.41</u>

**WOLFE, GREGORY**

G 601-22200	Deferred Revenues	REF ACCT #3876	67.33
			<u>\$67.33</u>

\$465,368.64

FUND SUMMARY

101 GENERAL FUND	\$51,362.00
225 PARK FUND	\$93,709.40
416 2015-KERRY & 232ND	\$191,960.55
601 WATER FUND	\$9,784.39
602 SEWER FUND	\$14,669.79
609 MUNICIPAL LIQUOR FUND	\$100,306.83
803 ESCROW	\$3,575.68
Total	<u>465,368.64</u>



PAYMENT BATCH AP 10-05-15

**ALEX AIR APPARATUS INC.**

09/22/2015	28234	E 101-42210-237	Small Equipment	PARTS	433.81
					<u>\$433.81</u>

**ANOKA COUNTY PROPERTY RECORDS**

09/29/2015	092915	E 101-41940-441	Miscellaneous	2015 TAXES	272.58
09/29/2015	092915	E 602-49490-441	Miscellaneous	2015 TAXES	272.58
					<u>\$545.16</u>

**ASSURANT EMPLOYEE BENEFITS**

09/22/2015	5447229.1015	E 101-41400-130	Employer Paid Insurance	OCTOBER PREMIUM	182.74
09/22/2015	5447229.1015	E 101-41500-130	Employer Paid Insurance	OCTOBER PREMIUM	71.32
09/22/2015	5447229.1015	E 101-42110-130	Employer Paid Insurance	OCTOBER PREMIUM	814.70
09/22/2015	5447229.1015	E 101-42400-130	Employer Paid Insurance	OCTOBER PREMIUM	106.88
09/22/2015	5447229.1015	E 101-43100-130	Employer Paid Insurance	OCTOBER PREMIUM	146.86
09/22/2015	5447229.1015	E 101-43210-130	Employer Paid Insurance	OCTOBER PREMIUM	32.64
09/22/2015	5447229.1015	E 101-45200-130	Employer Paid Insurance	OCTOBER PREMIUM	146.86
09/22/2015	5447229.1015	E 601-49440-130	Employer Paid Insurance	OCTOBER PREMIUM	54.49
09/22/2015	5447229.1015	E 602-49490-130	Employer Paid Insurance	OCTOBER PREMIUM	54.49
09/22/2015	5447229.1015	E 609-49750-130	Employer Paid Insurance	OCTOBER PREMIUM	118.27
					<u>\$1,729.25</u>

**BARGEN INC.**

09/22/2015	215541	E 225-45100-510	Land-Park Improvement	TRAIL REPAIRS	93,709.40
09/28/2015	215540	E 101-43100-406	Asphalt Repair & Maint	REPAIRS	24,999.84
					<u>\$118,709.24</u>

**BELLBOY CORPORATION**

09/15/2015	50013000	E 609-49751-206	Freight and Fuel Charges	FREIGHT	23.25
09/15/2015	50013000	E 609-49751-251	Liquor For Resale	LIQUOR	2,159.97
09/24/2015	50225700	E 609-49751-251	Liquor For Resale	LIQUOR	432.00
					<u>\$2,615.22</u>

**BERNICK COMPANIES, THE**

09/14/2015	246178	E 609-49751-254	Miscellaneous Merchandise	MISC	54.00
09/14/2015	246179	E 609-49751-252	Beer For Resale	BEER	389.90
					<u>\$443.90</u>

**BUCKET MAN**

09/30/2015	248	E 101-45200-311	Contract	INSTALL FALL BANNERS	400.00
					<u>\$400.00</u>

**CDW GOVERNMENT, INC.**

09/18/2015	ZD06660	E 101-42110-200	Office Supplies	ADAPTER	24.12
					<u>\$24.12</u>

**CENTERPOINT ENERGY**

09/17/2015	5944643-5.0915	E 609-49750-383	Gas Utilities	LIQUOR	22.49
09/17/2015	5945449-6.0915	E 101-42210-383	Gas Utilities	FIRE	55.45
09/17/2015	5963820-5.0915	E 101-45200-383	Gas Utilities	WARMING HOUSE	21.00
09/17/2015	6002544-2.0915	E 601-49440-383	Gas Utilities	PUBLIC WORKS	10.50
09/17/2015	6002544-2.0915	E 602-49490-383	Gas Utilities	PUBLIC WORKS	10.50
09/17/2015	6002548-3.0915	E 602-49490-383	Gas Utilities	WWTP	21.00
09/17/2015	6886465-1.0915	E 101-41940-383	Gas Utilities	CITY HALL	15.00

09/17/2015	6886468-5.0915	E 101-41940-383	Gas Utilities	CITY HALL	15.00
09/17/2015	6886472-7.0915	E 101-41940-383	Gas Utilities	CITY HALL	15.00
09/17/2015	6886475-0.0915	E 101-41940-383	Gas Utilities	CITY HALL	16.07
09/17/2015	7900331-5.0915	E 601-49440-383	Gas Utilities	WATER	308.96
09/17/2015	8964221-9.0915	E 602-49490-383	Gas Utilities	LIFT STATION	18.26
09/17/2015	9680285-5.0915	E 101-42110-383	Gas Utilities	POLICE/PW	151.24
09/17/2015	9680285-5.0915	E 101-43100-383	Gas Utilities	POLICE/PW	37.81
09/17/2015	9680285-5.0915	E 101-45200-383	Gas Utilities	POLICE/PW	37.81
09/17/2015	9680285-5.0915	E 601-49440-383	Gas Utilities	POLICE/PW	37.81
09/17/2015	9680285-5.0915	E 602-49490-383	Gas Utilities	POLICE/PW	37.81
09/17/2015	9878416-8.0915	E 101-42210-383	Gas Utilities	FIRE-GENERATOR	18.98
					<hr/>
					\$850.69

**CENTURY LINK**

09/07/2015	090715	E 601-49440-321	Telephone	PHONE	62.12
09/07/2015	090715	E 602-49490-321	Telephone	PHONE	62.11
					<hr/>
					\$124.23

**CITY EMPLOYEES UNION, LOCAL #3**

09/28/2015	092815	G 101-21707	Union Dues	OCTOBER DUES	120.00
					<hr/>
					\$120.00

**CLASSIC CONSTRUCTION**

09/16/2015	17083	E 101-42110-401	Repairs/Maint Buildings	RESEAL CONCRETE	438.40
09/16/2015	17083	E 101-43100-401	Repairs/Maint Buildings	RESEAL CONCRETE	438.40
09/16/2015	17083	E 101-45200-401	Repairs/Maint Buildings	RESEAL CONCRETE	438.40
09/16/2015	17083	E 601-49440-401	Repairs/Maint Buildings	RESEAL CONCRETE	438.40
09/16/2015	17083	E 602-49490-401	Repairs/Maint Buildings	RESEAL CONCRETE	438.40
					<hr/>
					\$2,192.00

**COCA COLA REFRESHMENTS**

09/22/2015	118336422	E 609-49751-254	Miscellaneous Merchandise	MISC	691.84
09/22/2015	118336423	E 609-49751-254	Miscellaneous Merchandise	MISC	(47.44)
					<hr/>
					\$644.40

**COLONIAL INSURANCE**

09/25/2015	7129661-1005421	G 101-21712	Colonial Insurance	OCTOBER PREMIUM	322.70
					<hr/>
					\$322.70

**CONNEXUS ENERGY**

09/21/2015	298392.0915	E 101-41940-381	Electric Utilities	SIGN	92.13
09/21/2015	298392.0915	E 101-41940-381	Electric Utilities	CITY HALL	397.00
09/21/2015	298392.0915	E 101-42110-381	Electric Utilities	POLICE/PW	894.68
09/21/2015	298392.0915	E 101-43100-381	Electric Utilities	POLICE/PW	223.68
09/21/2015	298392.0915	E 101-45200-381	Electric Utilities	POLICE/PW	223.68
09/21/2015	298392.0915	E 601-49440-381	Electric Utilities	POLICE/PW	223.68
09/21/2015	298392.0915	E 602-49490-381	Electric Utilities	POLICE/PW	223.68
09/21/2015	298393.0915	E 602-49490-381	Electric Utilities	LIFT STATIONS	6,868.79
09/21/2015	298394.0915	E 101-45200-381	Electric Utilities	PARK	303.12
09/21/2015	298395.0915	E 601-49440-380	Electric-System	WATER	4,827.53
09/21/2015	298396.0915	E 101-43100-386	Street Lighting	STREET LIGHTS	3,426.12
09/21/2015	302965.0915	E 101-42110-381	Electric Utilities	WOODBINE SIREN	5.00
09/21/2015	302965.0915	E 101-42210-381	Electric Utilities	FIRE	565.50
09/21/2015	302965.0915	E 101-42210-381	Electric Utilities	AMBASSADOR SIREN	5.00
09/21/2015	302965.0915	E 609-49750-381	Electric Utilities	LIQUOR	1,540.14
					<hr/>
					\$19,819.73

**CORNERSTONE AUTOMOTIVE**

09/08/2015	15140523	E 101-42110-221	Vehicle Repair & Maintenance	REPAIRS	388.50
					<hr/>
					\$388.50

**CRYSTAL SPRINGS ICE**

09/15/2015	118164	E 609-49751-254	Miscellaneous Merchandise	MISC	144.92
09/22/2015	118236	E 609-49751-254	Miscellaneous Merchandise	MISC	168.30
					<hr/>
					\$313.22

**DAHLHEIMER DIST. CO. INC.**

09/07/2015	115144	E 609-49751-252	Beer For Resale	BEER	824.60
09/11/2015	114872	E 609-49751-252	Beer For Resale	BEER	338.00
09/16/2015	1169375	E 609-49751-252	Beer For Resale	BEER	6,776.45
09/16/2015	1169375	E 609-49751-254	Miscellaneous Merchandise	MISC	42.00
09/16/2015	1169375	E 609-49751-255	N/A Products	N/A	16.80
09/23/2015	115426	E 609-49751-252	Beer For Resale	BEER	17,924.65
09/23/2015	115426	E 609-49751-256	Tobacco Products For Resale	TOBACCO	32.60
					\$25,955.10

**DALMEDIA, ANANI**

G 601-22200	Deferred Revenues	REF ACCT #4343	97.20
			\$97.20

**DAY DISTRIBUTING CO.**

09/14/2015	820028	E 609-49751-252	Beer For Resale	BEER	1,664.05
					\$1,664.05

**DELTA DENTAL**

09/15/2015	6180672	G 101-21711	Dental Insurance	OCTOBER PREMIUM	504.10
					\$504.10

**DEX MEDIA EAST LLC**

09/25/2015	110097517.0915	E 609-49750-340	Advertising	ADVERTISING	75.50
					\$75.50

**DEZURIK**

09/22/2015	61015487	E 601-49440-233	Water Treatment Plant Maint	SUPPLIES	195.00
					\$195.00

**ECM PUBLISHERS, INC.**

09/25/2015	260746	E 101-41400-351	Legal Notices Publishing	ORDINANCE 205	53.75
					\$53.75

**ELITE SANITATION**

09/18/2015	22774	E 101-45200-402	Janitorial Service	TOILET RENTAL	678.00
					\$678.00

**FAIRVIEW**

E 101-42210-305	Medical & Testing Fees	SHOTS	129.00
E 101-45200-311	Contract	SHOTS	129.00
			\$258.00

**FICK, DAWN**

G 601-22200	Deferred Revenues	REF ACCT #1388	220.87
			\$220.87

**FREDRICKS, ADAM**

G 601-22200	Deferred Revenues	REF ACCT #4400	313.63
			\$313.63

**G&K SERVICES, INC**

09/22/2015	1043291067	E 609-49750-219	Rug Maintenance	RUGS	11.23
09/22/2015	1043291068	E 601-49440-402	Janitorial Service	RUGS	27.84
09/22/2015	1043291069	E 101-41940-219	Rug Maintenance	RUGS	16.96
09/22/2015	1043291070	E 101-42110-402	Janitorial Service		21.32
09/22/2015	1043291070	E 101-43100-402	Janitorial Service		5.32
09/22/2015	1043291070	E 101-45200-402	Janitorial Service		5.32
09/22/2015	1043291070	E 601-49440-402	Janitorial Service		5.32
09/22/2015	1043291070	E 602-49490-402	Janitorial Service		5.32
09/22/2015	1043291071	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	4.90
09/22/2015	1043291071	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	4.90
					\$108.43

**GRAINGER, INC.**

09/16/2015	9843532004	E 101-42110-401	Repairs/Maint Buildings	FILTERS	35.64
09/16/2015	9843532004	E 101-43100-401	Repairs/Maint Buildings	FILTERS	35.64
09/16/2015	9843532004	E 101-45200-401	Repairs/Maint Buildings	FILTERS	35.64
09/16/2015	9843532004	E 601-49440-401	Repairs/Maint Buildings	FILTERS	35.64
09/16/2015	9843532004	E 602-49490-401	Repairs/Maint Buildings	FILTERS	35.64
					\$178.20

**GRANITE CITY JOBBING CO.**

09/15/2015	871314	E 609-49750-210	Operating Supplies	OPERATING	61.09
09/15/2015	871314	E 609-49751-254	Miscellaneous Merchandise	MISC	41.15
09/15/2015	871314	E 609-49751-256	Tobacco Products For Resale	TOBACCO	544.86
09/22/2015	872144	E 609-49750-210	Operating Supplies	OPERATING	72.51
09/22/2015	872144	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
09/22/2015	872144	E 609-49751-256	Tobacco Products For Resale	TOBACCO	1,033.31
09/22/2015	872144	G 101-20810	Sales Tax Payable	TAX	(0.88)
					\$1,756.29

**GREENWAY EXCAVATING INC**

		G 803-22000	Deposits	REFUND ESCROW	3,000.00
					\$3,000.00

**ISANTI COUNTY TREASURER**

09/29/2015	092915	E 602-49490-441	Miscellaneous	2ND HALF TAXES	4,429.00
					\$4,429.00

**ISD #15**

09/18/2015	2168	E 101-42110-401	Repairs/Maint Buildings	2015 SHOP	16.47
09/18/2015	2168	E 101-43100-401	Repairs/Maint Buildings	2015 SHOP	16.47
09/18/2015	2168	E 101-45200-401	Repairs/Maint Buildings	2015 SHOP	16.47
09/18/2015	2168	E 601-49440-401	Repairs/Maint Buildings	2015 SHOP	16.47
09/18/2015	2168	E 602-49490-401	Repairs/Maint Buildings	2015 SHOP	16.46
					\$82.34

**JENSEN FAMILY FOODS**

		G 803-22132	ESC-Jensen-Rezoning	REFUND ESCROW	305.47
					\$305.47

**JJ TAYLOR DISTRIBUTING**

09/23/2015	2401151	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
09/23/2015	2401151	E 609-49751-252	Beer For Resale	BEER	231.05
					\$234.05

**JOHNSON BROS WHLSE LIQUOR**

09/10/2015	5254743	E 609-49751-206	Freight and Fuel Charges	FREIGHT	63.34
09/10/2015	5254743	E 609-49751-251	Liquor For Resale	LIQUOR	4,050.54
09/10/2015	5254744	E 609-49751-206	Freight and Fuel Charges	FREIGHT	48.64
09/10/2015	5254744	E 609-49751-253	Wine For Resale	WINE	1,399.90
09/12/2015	541733	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.52)
09/12/2015	541733	E 609-49751-251	Liquor For Resale	LIQUOR	(174.25)
09/16/2015	5259401	E 609-49751-206	Freight and Fuel Charges	FREIGHT	19.76
09/16/2015	5259401	E 609-49751-251	Liquor For Resale	LIQUOR	1,491.03
09/16/2015	5259402	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.56
09/16/2015	5259402	E 609-49751-253	Wine For Resale	WINE	139.20
09/18/2015	542849	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.52)
09/18/2015	542849	E 609-49751-251	Liquor For Resale	LIQUOR	(102.29)
09/18/2015	542850	E 609-49751-253	Wine For Resale	WINE	(34.00)
09/23/2015	5264550	E 609-49751-206	Freight and Fuel Charges	FREIGHT	87.40
09/23/2015	5264550	E 609-49751-251	Liquor For Resale	LIQUOR	5,471.46
09/23/2015	5264551	E 609-49751-206	Freight and Fuel Charges	FREIGHT	179.36
09/23/2015	5264551	E 609-49751-253	Wine For Resale	WINE	8,503.20
09/23/2015	5264552	E 609-49751-206	Freight and Fuel Charges	FREIGHT	15.20
09/23/2015	5264552	E 609-49751-254	Miscellaneous Merchandise	MISC	295.25
					\$21,455.26

**JONES, SCOTT**

G 601-22200	Deferred Revenues	REF ACCT #2126	83.76
			<u>\$83.76</u>

**KIMS KLEANING**

09/28/2015	3515	E 101-41940-402	Janitorial Service	CITY HALL	90.00
09/28/2015	3516	E 101-45000-402	Janitorial Service	COMMUNITY CENTER	80.00
09/28/2015	3517	E 101-43100-402	Janitorial Service	PUBLIC WORKS	165.00
09/28/2015	3517	E 101-45200-402	Janitorial Service	PUBLIC WORKS	165.00
09/28/2015	3517	E 601-49440-402	Janitorial Service	PUBLIC WORKS	165.00
09/28/2015	3517	E 602-49490-402	Janitorial Service	PUBLIC WORKS	165.00
09/28/2015	3518	E 601-49440-402	Janitorial Service	WATER TREATMENT PLANT	120.00
09/28/2015	3519	E 101-42110-402	Janitorial Service	POLICE DEPARTMENT	800.00
09/28/2015	3520	E 101-42210-402	Janitorial Service	FIRE DEPT	300.00
					<u>\$2,050.00</u>

**KRUGER DIVERSIFIED INC**

09/11/2015	51100	E 602-49490-229	Project Repair & Maintenance	WWTP BAR SCREEN PRESS	593.00
					<u>\$593.00</u>

**LAW ENFORCEMENT LABOR SVCS.**

09/28/2015	092815	G 101-21707	Union Dues	OCTOBER DUES	329.00
					<u>\$329.00</u>

**MCALISTER, JAN**

G 803-22125	McAlister-Interium Use	REFUND ESCROW	149.80
			<u>\$149.80</u>

**MCDONALD DIST CO.**

09/17/2015	210121	E 609-49751-252	Beer For Resale	BEER	12,802.80
09/24/2015	211770	E 609-49751-252	Beer For Resale	BEER	5,775.21
09/24/2015	211770	E 609-49751-254	Miscellaneous Merchandise	MISC	36.00
					<u>\$18,614.01</u>

**MN MUNICIPAL UTILITIES ASSOC.**

10/01/2015	45744	E 101-41400-311	Contract	4TH QUARTER SAFETY	462.50
10/01/2015	45744	E 101-42110-311	Contract	4TH QUARTER SAFETY	462.50
10/01/2015	45744	E 101-42210-311	Contract	4TH QUARTER SAFETY	462.50
10/01/2015	45744	E 101-43100-311	Contract	4TH QUARTER SAFETY	693.75
10/01/2015	45744	E 101-45200-311	Contract	4TH QUARTER SAFETY	693.75
10/01/2015	45744	E 601-49440-311	Contract	4TH QUARTER SAFETY	693.75
10/01/2015	45744	E 602-49490-311	Contract	4TH QUARTER SAFETY	693.75
10/01/2015	45744	E 609-49750-311	Contract	4TH QUARTER SAFETY	462.50
					<u>\$4,625.00</u>

**MN NCPERS LIFE INSURANCE**

09/22/2015	73341015	G 101-21713	MN Life	OCTOBER PREMIUM	16.00
					<u>\$16.00</u>

**MN RURAL WATER ASSOCIATION**

E 601-49440-208	Training and Instruction	TEICHER-TRAINING	62.50
E 602-49490-208	Training and Instruction	TEICHER-TRAINING	62.50
			<u>\$125.00</u>

**MY ALARM CENTER**

09/28/2015	6133786	E 609-49750-445	Security	OCTOBER	32.73
					<u>\$32.73</u>

**NORTH METRO TREE SERVICE INC.**

09/28/2015		E 101-43100-311	Contract	TREE REMOVAL	362.50
09/28/2015		E 101-43100-311	Contract	TREE REMOVAL	850.00
09/28/2015		E 101-45200-311	Contract	TREE REMOVAL	362.50
09/28/2015		E 101-45200-311	Contract	TREE REMOVAL	850.00
09/28/2015	.0928	E 101-43100-311	Contract	REMOVE TREES	950.00
09/28/2015	.0928	E 101-45200-311	Contract	REMOVE TREES	950.00

\$4,325.00

**NORTH VALLEY**

09/28/2015	1	E 416-43100-314	Construction	KERRY & 232ND	191,960.55
					<u>\$191,960.55</u>

**OREILLY AUTO PARTS**

09/16/2015	1539-400394	E 101-42210-218	Equipment Repair & Maintenance	BATTERY	138.82
09/22/2015	1539-401605	E 101-42110-218	Equipment Repair & Maintenance	PARTS	44.98
09/25/2015	1539-402392	E 101-42210-218	Equipment Repair & Maintenance	PARTS	6.82
					<u>\$190.62</u>

**PACE ANALYTICAL SERVICES**

09/21/2015	151254526	E 601-49440-313	Sample Testing	TESTING	120.00
09/23/2015	151254859	E 602-49490-313	Sample Testing	TESTING	52.00
09/23/2015	151254878	E 602-49490-313	Sample Testing	TESTING	111.10
					<u>\$283.10</u>

**PAUSTIS & SONS**

09/14/2015	8515061-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.50
09/14/2015	8515061-IN	E 609-49751-253	Wine For Resale	WINE	589.00
					<u>\$599.50</u>

**PHILLIPS WINE & SPIRITS CO.**

09/04/2015	220152	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.52)
09/04/2015	220152	E 609-49751-251	Liquor For Resale	LIQUOR	(128.50)
09/10/2015	2849176	E 609-49751-206	Freight and Fuel Charges	FREIGHT	73.34
09/10/2015	2849176	E 609-49751-251	Liquor For Resale	LIQUOR	5,879.74
09/16/2015	2852323	E 609-49751-206	Freight and Fuel Charges	FREIGHT	36.74
09/16/2015	2852323	E 609-49751-251	Liquor For Resale	LIQUOR	2,227.80
09/16/2015	2852324	E 609-49751-206	Freight and Fuel Charges	FREIGHT	24.32
09/16/2015	2852324	E 609-49751-253	Wine For Resale	WINE	804.00
09/23/2015	2855913	E 609-49751-206	Freight and Fuel Charges	FREIGHT	9.12
09/23/2015	2855913	E 609-49751-251	Liquor For Resale	LIQUOR	599.75
09/23/2015	2855914	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.52
09/23/2015	2855914	E 609-49751-253	Wine For Resale	WINE	74.40
09/23/2015	2855915	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.04
09/23/2015	2855915	E 609-49751-254	Miscellaneous Merchandise	MISC	83.90
					<u>\$9,687.65</u>

**PRINTING UNLIMITED**

09/23/2015	7585	E 101-41400-200	Office Supplies	LETTERHEAD	139.95
09/23/2015	7585	E 101-42110-200	Office Supplies	LETTERHEAD	46.66
09/23/2015	7585	E 101-42210-200	Office Supplies	LETTERHEAD	46.62
09/23/2015	7585	E 101-43100-200	Office Supplies	LETTERHEAD	46.66
09/23/2015	7585	E 101-45200-200	Office Supplies	LETTERHEAD	46.66
09/23/2015	7585	E 601-49440-200	Office Supplies	LETTERHEAD	46.62
09/23/2015	7585	E 602-49490-200	Office Supplies	LETTERHEAD	46.62
09/23/2015	7585	E 609-49750-200	Office Supplies	LETTERHEAD	46.71
09/24/2015	7589	E 101-42400-200	Office Supplies	INSPECTION NOTICE/CONSTRU	96.65
					<u>\$563.15</u>

**RANDYS SANITATION**

09/19/2015	091915	E 101-43210-384	Refuse/Garbage Disposal	PRIOR BALANCE	3.18
					<u>\$3.18</u>

**RJM DISTRIBUTING INC.**

09/17/2015	8697	E 609-49751-252	Beer For Resale	BEER	232.79
09/17/2015	8697	E 609-49751-254	Miscellaneous Merchandise	MISC	18.75
09/21/2015	8720	E 609-49751-254	Miscellaneous Merchandise	MISC	18.75
					<u>\$270.29</u>

**ROSEVILLE, CITY OF**

09/24/2015	220672	E 101-41110-310	Computer Consulting Fees	IT SERVICES OCTOBER	244.78
09/24/2015	220672	E 101-41400-310	Computer Consulting Fees	IT SERVICES OCTOBER	897.56

09/24/2015	220672	E 101-42110-310	Computer Consulting Fees	IT SERVICES OCTOBER	1,101.55
09/24/2015	220672	E 101-42210-310	Computer Consulting Fees	IT SERVICES OCTOBER	195.83
09/24/2015	220672	E 101-42400-310	Computer Consulting Fees	IT SERVICES OCTOBER	40.84
09/24/2015	220672	E 101-43100-310	Computer Consulting Fees	IT SERVICES OCTOBER	261.10
09/24/2015	220672	E 101-45200-310	Computer Consulting Fees	IT SERVICES OCTOBER	342.70
09/24/2015	220672	E 601-49440-310	Computer Consulting Fees	IT SERVICES OCTOBER	326.38
09/24/2015	220672	E 602-49490-310	Computer Consulting Fees	IT SERVICES OCTOBER	326.38
09/24/2015	220672	E 609-49750-310	Computer Consulting Fees	IT SERVICES OCTOBER	326.38
09/24/2015	220711	E 101-41940-321	Telephone	PHONE	118.67
09/24/2015	220711	E 101-42110-321	Telephone	PHONE	118.67
09/24/2015	220711	E 101-42210-321	Telephone	PHONE	118.67
09/24/2015	220711	E 101-43100-321	Telephone	PHONE	118.67
09/24/2015	220711	E 101-45200-321	Telephone	PHONE	118.67
09/24/2015	220711	E 601-49440-321	Telephone	PHONE	118.67
09/24/2015	220711	E 602-49490-321	Telephone	PHONE	118.67
09/24/2015	220711	E 609-49750-321	Telephone	PHONE	118.66
					\$5,012.85

**ROYAL SUPPLY**

09/24/2015	17386	E 101-41940-210	Operating Supplies	SUPPLIES	1.81
09/24/2015	17386	E 101-42110-217	Other Operating Supplies	SUPPLIES	3.62
09/24/2015	17386	E 101-43100-217	Other Operating Supplies	SUPPLIES	1.81
09/24/2015	17386	E 101-45200-217	Other Operating Supplies	SUPPLIES	1.81
09/24/2015	17386	E 601-49440-217	Other Operating Supplies	SUPPLIES	1.81
09/24/2015	17386	E 602-49490-217	Other Operating Supplies	SUPPLIES	1.83
					\$12.69

**SALMONSON, JERALD**

G 601-22200	Deferred Revenues	REF ACCT #2458	73.09
			\$73.09

**SANDVIG, MATTHEW**

G 601-22200	Deferred Revenues	REF ACCT #3812	151.86
			\$151.86

**SHI INTERNATIONAL CORP**

09/16/2015	B03968255	E 101-42110-200	Office Supplies	ADAPTER	17.00
					\$17.00

**SOUTHERN WINE & SPIRITS OF MN**

09/17/2015	1327659	E 609-49751-206	Freight and Fuel Charges	FREIGHT	5.00
09/17/2015	1327659	E 609-49751-251	Liquor For Resale	LIQUOR	664.30
09/17/2015	1327660	E 609-49751-206	Freight and Fuel Charges	FREIGHT	11.25
09/17/2015	1327660	E 609-49751-253	Wine For Resale	WINE	462.00
09/24/2015	1329944	E 609-49751-206	Freight and Fuel Charges	FREIGHT	5.21
09/24/2015	1329944	E 609-49751-251	Liquor For Resale	LIQUOR	324.00
					\$1,471.76

**STONE, CHARLES**

G 601-22200	Deferred Revenues	REF ACCT #1287	41.95
			\$41.95

**SWAGGERT, BRENT**

G 601-22200	Deferred Revenues	REF ACCT #2802	193.42
			\$193.42

**SWANSON, STEVE**

G 601-22200	Deferred Revenues	REF ACCT #1646	255.69
			\$255.69

**VINOCOPIA, INC.**

09/11/2015	132701-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	22.50
09/11/2015	132701-IN	E 609-49751-251	Liquor For Resale	LIQUOR	1,394.92
					\$1,417.42

**WATER CONSERVATION SERVICE, IN**

09/20/2015	6276	E 601-49440-229	Project Repair & Maintenance	22858 QUAY ST - LEAK	282.20
					<u>282.20</u>

**WATER LABORATORIES INC.**

09/21/2015	5503	E 601-49440-313	Sample Testing	WATER TOWER INSPECTION	50.00
09/21/2015	5503.0915	E 601-49440-313	Sample Testing	WATER TOWER INSPECTION	50.00
					<u>\$100.00</u>

**WIRTZ BEVERAGE MN**

09/17/2015	1080374129	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.15
09/17/2015	1080374129	E 609-49751-251	Liquor For Resale	LIQUOR	945.50
09/17/2015	1080374129	E 609-49751-253	Wine For Resale	WINE	48.00
09/24/2015	1080377051	E 609-49751-206	Freight and Fuel Charges	FREIGHT	129.77
09/24/2015	1080377051	E 609-49751-251	Liquor For Resale	LIQUOR	9,248.71
09/24/2015	1080377051	E 609-49751-254	Miscellaneous Merchandise	MISC	27.09
					<u>\$10,409.22</u>

**WJM ENTERPRISES**

G 803-22134	WJM Enterprises	REFUND ESCROW	120.41
			<u>\$120.41</u>

**WOLFE, GREGORY**

G 601-22200	Deferred Revenues	REF ACCT #3876	67.33
			<u>\$67.33</u>

\$465,368.64FUND SUMMARY

101 GENERAL FUND	\$51,362.00
225 PARK FUND	\$93,709.40
416 2015-KERRY & 232ND	\$191,960.55
601 WATER FUND	\$9,784.39
602 SEWER FUND	\$14,669.79
609 MUNICIPAL LIQUOR FUND	\$100,306.83
803 ESCROW	\$3,575.68
Total	<u>465,368.64</u>

Extract of Minutes of Meeting  
of the City Council of the City of  
St. Francis, Anoka County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Francis, Minnesota, was duly held in the Central Services Office in said City on Monday, October 5, 2015, commencing at 6:00 P.M.

The following members were present:

and the following were absent:

\* \* \*

\* \* \*

\* \* \*

The Mayor announced that the next order of business was consideration of a proposal which had been received for the purchase of the City's General Obligation Bonds, Series 2015A, to be issued in the original aggregate principal amount of \$975,000.

The City Administrator presented a proposal by Northland Securities, Inc. that had been received in the manner specified by the City Council.

After due consideration of the proposal, Member \_\_\_\_\_ then introduced the following written resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

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

**RESOLUTION NO. 2015-49**

**A RESOLUTION AWARDING THE SALE OF GENERAL  
OBLIGATION BONDS, SERIES 2015A, IN THE ORIGINAL  
AGGREGATE PRINCIPAL AMOUNT OF \$975,000; FIXING  
THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR  
EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR  
PAYMENT**

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

Section 1.     Sale of Bonds.

1.01.   Improvement Bonds.

(a)     Certain assessable public improvements designated as the Kerry Street Improvement Project (the "Assessable Improvements") have been made, duly ordered or contracts let for the construction thereof pursuant to the provisions of Minnesota Statutes, Chapters 429 and 475, as amended (collectively, the "Improvement Act").

(b)     It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligation bonds in the aggregate principal amount of \$275,000 (the "Improvement Bonds"), pursuant to the Improvement Act, to provide financing for the Assessable Improvements.

1.02.   Utility Revenue Bonds.

(a)     The City engineer has recommended the construction of various improvements to the City's sewer system designated as the Bridge Street Sewer Utility Project (the "Utility Improvements"), pursuant to Minnesota Statutes, Chapters 444 and 475, as amended (collectively, the "Utility Revenue Act").

(b)     It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligation bonds in the aggregate principal amount of \$700,000 (the "Utility Revenue Bonds"), pursuant to the Utility Revenue Act, to provide financing for the Utility Improvements.

1.03.   Issuance of General Obligation Bonds.

(a)     The City Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue the City's General Obligation Bonds, Series 2015A (the "Bonds"), in the original aggregate principal amount of \$975,000, pursuant to the Improvement Act and the Utility Revenue Act (together, the "Act"), to provide financing for the Assessable Improvements and the Utility Improvements.

(b) The City desires to proceed with the sale of the Bonds by direct negotiation with Northland Securities, Inc. (the "Purchaser"). The Purchaser will purchase the Bonds in an arm's-length commercial transaction with the City. The City hereby retains \_\_\_\_\_ to act as an independent financial advisor for the purpose of reviewing the pricing fairness associated with the purchase and subsequent reoffering of the Bonds. The Mayor and City Administrator of the City are hereby authorized to execute an agreement with \_\_\_\_\_ for an amount not to exceed \$\_\_\_\_\_. It being thus determined that the City has retained an independent financial advisor in connection with such sale, the City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds.

1.04. Award to the Purchaser and Interest Rates. The proposal of the Purchaser to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$\_\_\_\_\_ (par amount of \$975,000, [plus original issue premium of \$\_\_\_\_\_,] [less original issue discount of \$\_\_\_\_\_,] less underwriter's discount of \$\_\_\_\_\_), plus accrued interest to date of delivery, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2017	%	2025	%
2018		2026	
2019		2027	
2020		2028	
2021		2029	
2022		2030	
2023		2031	
2024			

1.05. Purchase Contract. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.06. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds, pursuant to the Act, in the total principal amount of \$975,000, originally dated as of November 1, 2015, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2017	\$	2025	\$
2018		2026	
2019		2027	
2020		2028	
2021		2029	
2022		2030	
2023		2031	
2024			

(a) \$275,000 of the Bonds, maturing on February 1 in the years and the amounts set forth below, will be used to finance the construction of the Assessable Improvements (the "Improvement Bonds"):

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2017	\$	2022	\$
2018		2023	
2019		2024	
2020		2025	
2021		2026	

(b) The remainder of the Bonds in the principal amount of \$700,000, maturing on February 1 in the years and the amounts set forth below, will be used to finance the construction of the Utility Improvements (the "Utility Revenue Bonds"):

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2017	\$	2025	\$
2018		2026	
2019		2027	
2020		2028	
2021		2029	
2022		2030	
2023		2031	
2024			

1.05. Optional Redemption. The City may elect on February 1, 2023, and on any day thereafter to prepay Bonds due on or after February 1, 2024. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.06. Mandatory Redemption; Term Bonds. To be completed if Term Bonds are requested by the Purchaser.]

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of

the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2016, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the

reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Northland Trust Services, Inc., Minneapolis, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this City Council, the Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in EXHIBIT A attached hereto with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form set forth in EXHIBIT A.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation Bonds, Series 2015A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the "Assessable Improvements Account" and the "Utility Improvements Account." Amounts in the Assessable Improvements Account are irrevocably pledged to the Improvement Bonds, and amounts in the Utility Improvements Account are irrevocably pledged to the Utility Revenue Bonds.

(a) Assessable Improvements Account. Ad valorem taxes (the "Taxes") and special assessments (the "Assessments") herein levied for the Assessable Improvements are hereby pledged to the Assessable Improvements Account of the Debt Service Fund. There is appropriated to the Assessable Improvements Account a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; and (ii) accrued interest paid by the Purchaser upon closing and delivery of the Bonds.

(b) Utility Improvements Account. The City will continue to maintain and operate its Sewer Fund to which will be credited all gross revenues of the sewer system and out of which will be paid all normal and reasonable expenses of current operations of such system. Any balance therein is deemed net revenues (the "Net Revenues") and will be transferred, from time to time, to the Utility Improvements Account of the Debt Service Fund, which Utility Improvements Account will be used only to pay principal of and interest on the Utility Revenue Bonds and any other bonds similarly authorized. There will always be retained in the Utility Improvements Account a sufficient amount to pay principal of and interest on all the Utility Revenue Bonds, and the Finance Director must report any current or anticipated deficiency in the Utility Improvements Account to the City Council. There is also appropriated to the Utility Improvements Account a pro rata portion of (i) capitalized interest financed from the proceeds of the Bonds, if any; and (ii) accrued interest paid by the Purchaser upon closing and delivery of the Bonds.

4.02. Construction Fund. The City hereby creates the General Obligation Bonds, Series 2015A Construction Fund (the "Construction Fund"). The City will maintain the following accounts in the Construction Fund: the "Assessable Improvements Account" and the "Utility Improvements Account." Amounts in the Assessable Improvements Account are irrevocably pledged to the Improvement Bonds, and amounts in the Utility Improvements Account are irrevocably pledged to the Utility Revenue Bonds.

(a) Assessable Improvements Account. Proceeds of the Improvement Bonds, less the appropriations made in Section 4.01(a) hereof, together with any other funds appropriated for the

Assessable Improvements, Taxes, and Assessments collected during the construction of the Assessable Improvements, will be deposited in the Assessable Improvements Account of the Construction Fund to be used solely to defray expenses of the Assessable Improvements and the payment of principal of and interest on the Improvement Bonds prior to the completion and payment of all costs of the Assessable Improvements. Any balance remaining in the Assessable Improvements Account after completion of the Assessable Improvements may be used to pay the cost in whole or in part of any other improvement instituted under the Improvement Act, under the direction of the City Council. When the Assessable Improvements are completed and the cost thereof paid, the Assessable Improvements Account of the Construction Fund is to be closed and any subsequent collections of Assessments and Taxes for the Assessable Improvements are to be deposited in the Assessable Improvements Account of the Debt Service Fund.

(b) Utility Improvements Account. Proceeds of the Utility Revenue Bonds, less the appropriations made in Section 4.01(b) hereof, will be deposited in the Utility Improvements Account of the Construction Fund to be used solely to defray expenses of the Utility Improvements. When the Utility Improvements are completed and the cost thereof paid, the Utility Improvements Account of the Construction Fund is to be closed and any funds remaining may be deposited in the Utility Improvements Account of the Debt Service Fund.

4.03. City Covenants with Respect to the Improvement Bonds. It is hereby determined that the Assessable Improvements will directly and indirectly benefit abutting property, and the City hereby covenants with the holders from time to time of the Bonds as follows:

(a) The City will cause the Assessments for the Assessable Improvements to be promptly levied so that the first installment for the Assessable Improvements will be collectible not later than 2016 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Assessable Improvement financed wholly or partly from the proceeds of the Improvement Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Improvement Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments and Taxes, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing receipts and disbursements in connection with the Assessable Improvements, Assessments and Taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

(e) At least twenty percent (20%) of the cost to the City of the Assessable Improvements described herein will be specially assessed against benefited properties.

4.04. City Covenants with Respect to the Utility Revenue Bonds. The City Council covenants and agrees with the holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid, it will keep and enforce the following covenants and agreements:

(a) The City will continue to maintain and efficiently operate the sewer system as a public utility and convenience free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in bank accounts and credited to the Sewer Fund, as hereinabove provided, and will make no expenditures from those accounts except for a duly authorized purpose and in accordance with this resolution.

(b) The City will also maintain the Utility Improvements Account of the Debt Service Fund as a separate account and will cause money to be credited thereto from time to time, out of Net Revenues from the sewer system in sums sufficient to pay principal of and interest on the Utility Revenue Bonds when due.

(c) The City will keep and maintain proper and adequate books of records and accounts separate from all other records of the City in which will be complete and correct entries as to all transactions relating to the sewer system and which will be open to inspection and copying by any Bondholder, or the Bondholder's agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor, and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to all Bondholders upon request.

(d) The City Council will cause persons handling revenues of the sewer system to be bonded in reasonable amounts for the protection of the City and the Bondholders and will cause the funds collected on account of the operations of such system to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(e) The City Council will keep the sewer system insured at all times against loss by fire, tornado and other risks customarily insured against with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the holders, from time to time, of the Bonds and the City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(f) The City and each and all of its officers will punctually perform all duties with reference to the sewer system as required by law.

(g) The City will impose and collect charges of the nature authorized by Section 444.075 of the Utility Revenue Act, at the times and in the amounts required to produce Net Revenues adequate to pay all principal and interest when due on the Utility Revenue Bonds and to create and maintain such reserves securing said payments as may be provided in this resolution.

(h) The City Council will levy general ad valorem taxes on all taxable property in the City when required to meet any deficiency in Net Revenues.

4.05. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be

promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.06. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the Improvement Bonds, there is levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts as attached hereto as EXHIBIT B.

4.07. Certification to Manager of Property Records and Taxation as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Taxes, Assessments, and net revenues of the sewer system will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided is irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Finance Director may certify to the Manager of Property Records and Taxation of Anoka County, Minnesota (the "Manager of Property Records and Taxation") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the Manager of Property Records and Taxation will thereupon reduce the levy collectible during such year by the amount so certified.

4.08. Registration of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the Manager of Property Records and Taxation and to obtain the certificate required by Section 475.63 of the Act.

#### Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator, and the Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor, the City Administrator, and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Administrator, and the Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

Section 6. Tax Covenant.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Not Qualified Tax-Exempt Obligations. The Bonds are not designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.06 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes.

The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

## Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

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ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5<sup>th</sup> DAY OF OCTOBER, 2015.

APPROVED:

---

Steve Kane, Mayor

ATTEST:

---

Barbara Held, City Clerk

ADD ROLL CALL VOTE Yeah or Nay

**EXHIBIT A**

**FORM OF BOND**

No. R-\_\_\_\_\_ UNITED STATES OF AMERICA \$ \_\_\_\_\_  
STATE OF MINNESOTA  
COUNTY OF ANOKA  
CITY OF ST. FRANCIS

GENERAL OBLIGATION BOND  
SERIES 2015A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
-------------	-----------------	-----------------------------------	--------------

	February 1, 20__	November 1, 2015	
--	------------------	------------------	--

Registered Owner: Cede & Co.

The City of St. Francis, Minnesota, a duly organized and existing municipal corporation in Anoka County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$\_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing August 1, 2016, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Northland Trust Services, Inc., Minneapolis, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2023, and on any day thereafter to prepay Bonds due on or after February 1, 2024. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$975,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on October 5, 2015 (the "Resolution"), for the purpose of providing money to defray the expenses incurred and to be incurred in making certain assessable local improvements and improvements to the City's sewer system, pursuant to and in full conformity with the home rule charter and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429, 444, and 475, as amended. The principal hereof and interest hereon

are payable in part from ad valorem taxes, special assessments levied against property specially benefited by local improvements, and net revenues of the City's sewer system, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in taxes, special assessments, and net revenues pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

This Bond is not a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED That in and by the Resolution, the City has covenanted and agreed that it will continue to own and operate the sewer system free from competition by other like municipal utilities; that adequate insurance on said system and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the Sewer Fund, into which it will pay all of the gross revenues from the sewer system; that it will also create and maintain a Utility Improvements Account within the General Obligation Bonds, Series 2015A Debt Service Fund, into which it will pay, out of the net revenues from the sewer system, a sum sufficient to pay principal of the Utility Revenue Bonds (as defined in the Resolution) and interest on the Utility Revenue Bonds when due; and that it will provide, by ad valorem tax levies, for any deficiency in required net revenues of the sewer system.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the home rule charter and the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, charter, or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of St. Francis, Anoka County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: November 1, 2015

**CITY OF ST. FRANCIS, MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Mayor

\_\_\_\_\_  
(Facsimile)  
City Administrator

**CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**NORTHLAND TRUST SERVICES, INC.**

By \_\_\_\_\_  
Authorized Representative

**ABBREVIATIONS**

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT  
\_\_\_\_\_  
Custodian \_\_\_\_\_

TEN ENT -- as tenants by entireties

(Cust) \_\_\_\_\_ (Minor) \_\_\_\_\_  
under Uniform Gifts or Transfers to Minors  
Act, State of \_\_\_\_\_

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

\_\_\_\_\_

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

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

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STEMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

\_\_\_\_\_

\_\_\_\_\_

**PROVISIONS AS TO REGISTRATION**

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of  
Officer of Registrar

Cede & Co.  
Federal ID #13-2555119

**EXHIBIT B**  
**TAX LEVY SCHEDULE**

<u>YEAR *</u>	<u>TAX LEVY</u>
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	

*\* Year tax levy collected.*

STATE OF MINNESOTA     )  
  )  
COUNTY OF ANOKA        ) SS.  
  )  
CITY OF ST. FRANCIS     )

I, being the duly qualified and acting City Clerk of the City of St. Francis, Anoka County, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on October 5, 2015, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City's General Obligation Bonds, Series 2015A, in the original aggregate principal amount of \$975,000.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk  
City of St. Francis, Minnesota

(SEAL)

STATE OF MINNESOTA  
COUNTY OF ANOKA

CERTIFICATE OF MANAGER OF  
PROPERTY RECORDS AND TAXATION  
AS TO TAX LEVY AND REGISTRATION

I, the undersigned Manager of Property Records and Taxation of Anoka County, Minnesota, hereby certify that a certified copy of a resolution adopted by the governing body of the City of St. Francis, Minnesota (the "City"), on October 5, 2015, levying taxes for the payment of the City's General Obligation Bonds, Series 2015A (the "Bonds"), in the original aggregate principal amount of \$975,000, dated as of November 1, 2015, has been filed in my office and said Bonds have been entered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2015.

**MANAGER OF PROPERTY RECORDS  
AND TAXATION,  
ANOKA COUNTY, MINNESOTA**

By \_\_\_\_\_

Its \_\_\_\_\_

(SEAL)

Extract of Minutes of Meeting  
of the City Council of the City of  
St. Francis, Anoka County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Francis, Minnesota, was duly held in the Central Services Office in said City on Monday, October 5, 2015, commencing at 6:00 P.M.

The following members were present:

and the following were absent:

\* \* \*

\* \* \*

\* \* \*

The Mayor announced that the next order of business was consideration of a proposal which had been received for the purchase of the City's General Obligation Temporary Sewer Revenue Bonds, Series 2015B, to be issued in the original aggregate principal amount of \$16,290,000.

The City Administrator presented a proposal by Northland Securities, Inc. that had been received in the manner specified by the City Council.

After due consideration of the proposal, Member \_\_\_\_\_ then introduced the following written resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

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

RESOLUTION NO. 2015-50

**A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION TEMPORARY SEWER REVENUE BONDS, SERIES 2015B, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$16,290,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

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

Section 1. Sale of Bond.

1.01. Background; Authorization.

(a) The City engineer has recommended the construction of a new wastewater treatment facility in the City (the "Project"), pursuant to Minnesota Statutes, Chapters 444 and 475, as amended (collectively, the "Act").

(b) Pursuant to Section 475.61, subdivision 6 of the Act, in anticipation of the issuance and sale of sewer revenue bonds to the Minnesota Public Facilities Authority, the City is authorized to issue and sell temporary bonds maturing within not more than three years from their date of issue to pay any part of or all of the cost of the Project.

(c) The City Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue the City's General Obligation Temporary Sewer Revenue Bonds, Series 2015B (the "Bond"), in the original aggregate principal amount of \$16,290,000, pursuant to the Act, to provide temporary financing for the Project.

(d) The City desires to proceed with the sale of the Bond by direct negotiation with Northland Securities, Inc. (the "Purchaser"). The Purchaser will purchase the Bond in an arm's-length commercial transaction with the City. The City hereby retains \_\_\_\_\_ to act as an independent financial advisor for the purpose of reviewing the pricing fairness associated with the purchase and subsequent reoffering of the Bond. The Mayor and City Administrator of the City are hereby authorized to execute an agreement with \_\_\_\_\_ for an amount not to exceed \$\_\_\_\_\_. It being thus determined that the City has retained an independent financial advisor in connection with such sale, the City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bond.

1.02. Award to the Purchaser and Interest Rate. The proposal of the Purchaser to purchase the Bond is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bond at a price of \$\_\_\_\_\_ (par amount of \$16,290,000, [plus original issue premium of \$\_\_\_\_\_,] [less original issue discount of \$\_\_\_\_\_,] less underwriter's discount of \$\_\_\_\_\_), plus

accrued interest to date of delivery, if any, for the Bond bearing interest at the rate of \_\_\_\_\_% per annum.

1.03. Purchase Contract. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amount of the Bond. The City will forthwith issue and sell the Bond, pursuant to the Act, including Section 475.61, subdivision 6, in the total principal amount of \$16,290,000, originally dated November 2, 2015, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, bearing interest as above set forth, and maturing serially on November 1, 2016.

1.05. Optional Redemption. The City may elect on May 1, 2016, and on any day thereafter to prepay the Bond due on November 1, 2016. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all the Bond is called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

## Section 2. Registration and Payment.

2.01. Registered Form. The Bond will be issued only in fully registered form. The interest thereon and, upon surrender of the Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. The Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bond is payable on May 1 and November 1 of each year, commencing May 1, 2016, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Bond and the registration of transfers and exchanges of the Bond entitled to be registered, transferred or exchanged.

(b) Transfer of the Bond. Upon surrender for transfer of the Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for

registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bond. If the Bond is surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. The Bond surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. If the Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bond. If the Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for the Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of the Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. The Bond so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event the Bond is called for redemption, notice thereof identifying the Bond to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of the Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of the Bond. The Bond so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Northland Trust Services, Inc., Minneapolis, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and the Bond in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this City Council, the Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bond will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bond ceases to be such officer before the delivery of the Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, the Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. The executed certificate of authentication on the Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bond has been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

### Section 3. Form of Bond.

3.01. Execution of the Bond. The Bond will be printed or typewritten in substantially the form set forth in EXHIBIT A.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and cause the opinion to be printed on or accompany the Bond.

### Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bond will be payable from the General Obligation Temporary Sewer Revenue Bonds, Series 2015B Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will continue to maintain and operate its Sewer Fund to which will be credited all gross revenues of the sewer system and out of which will be paid all normal and reasonable expenses of current operations of such system. Any balance therein is deemed net revenues (the "Net Revenues") and will be transferred, from time to time, to the Debt Service Fund, which Debt Service Fund will be used only to pay principal of and interest on the Bond and any other bonds similarly authorized. There will always be retained in the Debt Service Fund a sufficient amount to pay principal of and interest on the Bond, and the Finance Director must report any current or anticipated deficiency in the Debt Service Fund to the City Council. There is

also appropriated to the Debt Service Fund capitalized interest financed from the proceeds of the Bond, if any.

4.02. Construction Fund. The City hereby creates the General Obligation Temporary Sewer Revenue Bonds, Series 2015B Construction Fund (the "Construction Fund"). Proceeds of the Bond, less the appropriations made in Section 4.01 hereof, will be deposited in the Construction Fund to be used solely to defray expenses of the Project. When the Project is completed and the cost thereof paid, the Construction Fund is to be closed and any funds remaining may be deposited in the Debt Service Fund.

4.03. City Covenants. The City Council covenants and agrees with the holder of the Bond that so long as any of the Bond remains outstanding and unpaid, it will keep and enforce the following covenants and agreements:

(a) The City will continue to maintain and efficiently operate the sewer system as a public utility and convenience free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in bank accounts and credited to the Sewer Fund, as hereinabove provided, and will make no expenditures from those accounts except for a duly authorized purpose and in accordance with this resolution.

(b) The City will also maintain the Debt Service Fund as a separate account and will cause money to be credited thereto from time to time, out of Net Revenues from the sewer system in sums sufficient to pay principal of and interest on the Bond when due.

(c) The City will keep and maintain proper and adequate books of records and accounts separate from all other records of the City in which will be complete and correct entries as to all transactions relating to the sewer system and which will be open to inspection and copying by the Bondholder, or the Bondholder's agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor, and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to the Bondholder upon request.

(d) The City Council will cause persons handling revenues of the sewer system to be bonded in reasonable amounts for the protection of the City and the Bondholder and will cause the funds collected on account of the operations of such system to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(e) The City Council will keep the sewer system insured at all times against loss by fire, tornado and other risks customarily insured against with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the holders, from time to time, of the Bond and the City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(f) The City and each and all of its officers will punctually perform all duties with reference to the sewer system as required by law.

(g) The City will impose and collect charges of the nature authorized by Section 444.075 of the Act, at the times and in the amounts required to produce Net Revenues adequate to pay all principal and interest when due on the Bond and to create and maintain such reserves securing said payments as may be provided in this resolution.

(h) The City Council will levy general ad valorem taxes on all taxable property in the City when required to meet any deficiency in Net Revenues.

4.04. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bond, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bond and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

Furthermore, in accordance with its statutory duties under Section 475.61, subdivision 6 of the Act, the City covenants and agrees with the holder of the Bond that if the Bond cannot be paid at maturity from the proceeds of the Net Revenues or from other funds appropriated by the City Council, the Bond will be paid from the proceeds of definitive or additional temporary bonds that will be issued and sold prior to the maturity date of the Bond.

4.05. Debt Service Coverage. It is hereby determined that the estimated collection of Net Revenues from the sewer system of the City for the payment of principal and interest on the Bond will produce at least five percent (5%) in excess of the amount needed to meet, when due, the principal and interest payments on the Bond and that no tax levy is needed at this time.

4.06. State Credit Enhancement.

(a) Pursuant to a resolution adopted by the City Council on September 21, 2015, the City Council authorized and directed City staff to enter the City into a Credit Enhancement Program Agreement (the "Credit Agreement") with the Minnesota Public Facilities Authority (the "Authority"). Pursuant to Minnesota Statutes, Section 446A.086, as amended (the "Credit Enhancement Act"), the State of Minnesota, acting through the Authority, may provide a guarantee of any deficiency of debt service payments on the Bond. Pursuant to the Credit Enhancement Act, the City makes the following representations and covenants:

(i) the City will notify the Authority of any default or potential default in the payment of principal or interest due on the Bond;

(ii) the City will deposit with the Registrar all payments of principal and interest due on the Bond at least three business days prior to the payment due date;

(iii) the agreement the City enters into with the Registrar will include all provisions required by the Credit Enhancement Act; and

(iv) the City will comply with all provisions of the Credit Agreement and with the Credit Enhancement Act.

(b) Pursuant to subdivision 3 of the Credit Enhancement Act, the City acknowledges and agrees that the Registrar is required to inform the Minnesota Commissioner of Management and Budget and the Authority if the Registrar becomes aware of a default or potential default in the payment of principal or interest on the Bond or if, on the day two business days before the date a payment is due on the Bond, there are insufficient funds to make the payment on deposit with the Registrar.

4.07. Registration of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the Manager of Property Records and Taxation of Anoka County, Minnesota and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bond, certified copies of proceedings and records of the City relating to the Bond and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bond, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator, and the Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bond and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor, the City Administrator, and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bond or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Administrator, and the Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bond.

Section 6. Tax Covenant.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bond that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bond to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bond.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bond under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bond, and the rebate of excess investment earnings to the United States.

6.03. Not Private Activity Bond. The City further covenants not to use the proceeds of the Bond or to cause or permit them or any of them to be used, in such a manner as to cause the Bond to be a "private activity bond" within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Not Qualified Tax-Exempt Obligations. The Bonds are not designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bond will be initially issued in the form of a separate single typewritten or printed fully registered Bond for the maturity set forth in Section 1.04 hereof. Upon initial issuance, the ownership of the Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to the Bond registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds the Bond as a securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bond, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bond, (ii) the delivery to any Participant or any other person (other than a registered owner of the Bond, as shown by the registration books kept by the Registrar), of any notice with respect to the Bond, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of the Bond, of any amount with respect to principal of, premium, if any, or interest on the Bond. The City, the Registrar and the Paying Agent may treat and consider the person in whose name the Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of the Bond for the purpose of payment of principal, premium and interest with respect to the Bond, for the purpose of registering transfers with respect to the Bond, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bond only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bond to the extent of the sum or sums so paid. No person other than a registered owner of Bond, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bond and notices with respect to the Bond. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bond will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bond that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the

Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bond at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as the Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. SEC Rule. The Bond is exempt from all provisions of SEC Rule 15c2-12(b)(5) (the "Rule") except paragraph (b)(5)(i)(C) of the Rule, by virtue of the exemption provided for securities having a stated maturity of eighteen (18) months or less, under SEC Rule 15c2-12(d)(3).

8.02. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bond, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.03. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bond; however, the Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When the Bond and all interest thereon has been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holder of the Bond will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bond will remain in full force and effect. The City may discharge the Bond which is due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If the Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.



**PLANNING MEMO**

TO: St. Francis City Council

FROM: Nate Sparks

DATE: September 30, 2015

RE: Greg & Cheryl Kilpela – 23525 Variolite St NW  
Variance: Building size and number

**BACKGROUND**

Greg & Cheryl Kilpela have made an application for a variance to allow them to exceed the maximum size and number of detached accessory structures. The property is located at 23525 Variolite St NW and is zoned A2, Rural Estate Agriculture. Their property is a platted lot 9.6 acres in size. The applicants recently received a Conditional Use Permit to operate a home based commercial horse stable business.

**VARIANCE REQUEST**

In the Rural Service Area of the City, properties that are between 5 and 10 acres in size are limited to having two detached accessory structures that may total up to 4000 square feet in area. The applicant is seeking permission via a variance to have three detached accessory buildings that total 5,718 square feet in area. For comparison, parcels larger than 10 acres in the City are limited to 2 buildings that may total up to 5000 square feet in area.

In 2001, the applicants received a building permit to build a 70' x 30' detached accessory building (2100 square feet). In 2004 a permit was issued to build a 42' x 40' addition (1680 square feet) on to this structure. This permit was issued because the total square footage was represented as being 3780 square feet. However, from the applicants' variance application and confirmed by the County GIS data, it appears that this building was actually constructed at 42' x 49' (2058 square feet). At this point the structure exceeded the 4000 square foot allowance for a property of this size, at 4158 square feet.

Sometime after 2004 the applicants then built two additions on to the building of 12' x 30' (360 square feet) and 12' x 40' (480 square feet). They also brought two additional structures on to the property each 12' x 20' (240 square feet). Then in 2014, a building inspector observed the applicants constructing another addition (10' x 24' – 240 square feet) without a permit. At this point, the property is at 5718 square feet of detached accessory buildings. This is 1718 square feet over the allowance for a property of this size. All buildings and construction count as structures by definition in the Zoning Ordinance and are required to meet these standards.

The applicants were instructed by the Building Department to bring the property into conformance in December 2014. The applicants hired an attorney who discussed this matter with City Staff and through these discussions it was discovered that the applicants were boarding horses on the property without a permit. This led to the application for the CUP recently reviewed by the Planning Commission.

At this point, the applicants have decided to apply for a variance from the building size and number limitations. The applicants' state as their reason for the variance that they have sufficient real estate for seven horses and the limitations on building size make it too difficult to accommodate this number of horses. They also state that there are allergy concerns and health concerns related to hay storage in the same building as horses.

When considering a variance, the following criteria are required by ordinance to be met:

- A. A variance shall only be granted when it is in harmony with the general purposes and intent of the ordinance.
- B. A variance shall only be granted when it is consistent with the comprehensive plan.
- C. A variance may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. Economic considerations alone do not constitute a practical difficulty. In order for a practical difficulty to be established, all of the following criteria shall be met:
  - 1. The property owner proposes to use the property in a reasonable manner. In determining if the property owner proposes to use the property in a reasonable manner, the board shall consider, among other factors, whether the variance requested is the minimum variance which would alleviate the practical difficulty and whether the variance confers upon the applicant any special privileges that are denied to the owners of other lands, structures, or buildings in the same district.
  - 2. The plight of the landowner is due to circumstances unique to the property not created by the landowner.
  - 3. That the granting of the variance will not alter the essential character of the neighborhood in which the parcel of land is located.
- D. The variance does not involve a use that is not allowed within the respective zoning district.

#### **APPLICATION REVIEW**

Variances may be granted when there are unique conditions to a site preventing utilization of the site in a conforming manner that are not applicable to all situations that may be remedied by the granting of a variance. For example, if there were a large wetland on a property that took up all the buildable area, a variance may be granted to allow construction within a setback. If the condition being remedied were universal, the proper channel for addressing the situation would be to seek an ordinance amendment not a variance.

The applicants are seeking a variance to exceed the maximum building size and number of building allowances. These are difficult variances to justify because there are never unique circumstances to one property that cannot be applied to other properties in regards to having larger or more than allowed buildings. A variance is not intended to be a fee that one resident can pay in order to have a separate set of rules.

Any person can come up with some convenience that may be accommodated by having their own special privileges. One person may wish to have a large classic car collection. There is not an ordinance limiting the number of cars you can have stored within a building. However, that would not be justification for a variance to be used when your cars don't fit within the maximum building size allowed.

The City is obligated to treat all citizens equitably in regards to zoning matters. All other property owners with or without horses are required to comply with the building size requirements. It appears that the City has never granted such a variance. In 2012, a property owner approached the Council regarding such a request, and withdrew their application after discussing the matter with the Council.

Having allergies or horses in a greater number than can be accommodated in the preferred manner are not legitimate justifications for a variance found within the ordinance. This would result in unlimited arguments for exceeding the building size and create an inequitable situation that those who can afford a variance get special privileges and larger buildings. Furthermore, this property owner is not being denied reasonable use of their property by meeting the building size requirements.

Finally, the property owner built several additions on to their structure illegally which lead to this condition. Therefore, the plight of the landowner was created by the landowner.

#### **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission voted 5-0 to recommend denial of the application citing that the applicant's request did not meet the variance criteria.

Attached:  
Applicant's Submission  
Applicant's Site Plan

**DESCRIPTION OF REQUEST:** (attach additional information if needed)Project Name: *Mare-e Green Pastures*Nature of Proposed Use: *Housing horses and hay for the horses*Reason(s) to Approve Request: *Allow Mare-e Green Pastures to provide sufficient run in shelter space for 7 horses, and hay storage separate from indoor barn spaces.***PREVIOUS APPLICATIONS PERTAINING TO THE SUBJECT SITE:**

(attach additional information if needed)

Project Name:

Date of Application:

Nature of Request:

**PROPERTY INFORMATION:**Street Address: *23525 Variolite St NW  
Elk River MN 55330*Property Identification  
Number (PIN#):Legal Description  
(Attach if necessary):

Lot(s):

*4*

Block:

*1*

Subdivision:

*Teds Farm***OWNER INFORMATION:**Name: *Gregg + Cheryl Kilpela*

Business Name:

*Mare-e Green Pastures*Address: *23525 Variolite St NW*City: *Elk River*State: *MN*Zip Code: *55330*Telephone: *612 889-2291*

Fax:

E-mail: *Cheryl.Kilpela@gmail.com*Contact: *Cheryl Kilpela*Title: *owner***APPLICANT INFORMATION:** (if different from owner)

Name:

Business Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Contact:

Title:

**NOTE:** Applications must be signed by all property owners. Applications only accepted with ALL required support documents and fees. Please request and follow appropriate Development Checklist(s) for desired application.

**APPLICATION FEES AND EXPENSES:** By signing this application form, I agree that all fees and expenses incurred by the City for the processing of this application, including costs for professional services, are the responsibility of the property owner to be paid immediately upon receipt or the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes 429.81 as amended. All fees and expenses are due whether the application is approved or denied or withdrawn. Escrow fees may not cover actual expenses; any additional fees will be billed.

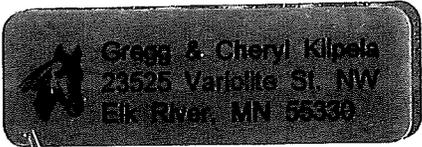
I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge. I further understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

Applicant(s): same as below Mare & Green Pastures Date: 8-20-15

Owner(s): Cheryl Kilpela Cheryl Kilpela Date: 8-20-15  
Gary Kilpela Caregg Kilpela 8-20-15

**Required Copies**

<b>Minor Subdivisions</b>	Please provide (15) Certificates of Survey at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). ***See below for other required information.
<b>Concept Plans</b>	Please provide (15) large scale copies at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). ***See below for other required information.*
<b>Preliminary Plat</b>	Please provide (15) large scale copies at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). ***See below for other required information.
<b>Final Plats</b>	Please provide (15) large scale copies at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). **See below for other required information.
<b>***</b>	<ol style="list-style-type: none"> <li>1. If applicable, an additional large scale copy at 22" by 34" shall be provided for each of the following: <ol style="list-style-type: none"> <li>a. (1) If project lies within a DNR Shoreland District or Floodplain</li> <li>b. (1) If project is adjacent to a neighboring City or Township</li> </ol> </li> <li>2. If applicable, an additional small scale copy at 11" by 17" shall be provided for each of the following: <ol style="list-style-type: none"> <li>a. (1) If project increases the number of dwelling units for the Met Council</li> <li>b. (1) If project is adjacent to a County Road or County State Aid Highway</li> <li>c. (1) If project is adjacent to a MN/Dot state highway</li> </ol> </li> </ol>



My wife and I have kept our horses on the above property since moving in 2001. We are currently working with St. Francis city staff regarding the buildings/structure on our property. I am writing this letter to give you some background regarding the issues we are working on and to ask for your assistance in resolving them.

My wife is passionate about horses, and in 2001 we bought the property in St. Francis to keep our horses. We built a house and a pole barn first then later we built another barn. Two years later we built two portable hay shelters separate from the barn for fire safety and better control of keeping hay dry and clean for the horses' health. This was after researching portable shelters and being told by the manufactures of these permits were not required.

Last year we put on an addition to an open bay lean shelter. We did not believe we needed a building permit. We are meticulous in the care of horses; everything we have done has been focused on their health and safety. Enclosed are photographs.

In May 2013 we decided to board horses so my wife formed an LLC called Mare-e Green Pastures. She was not aware that she needed a conditional use permit and has since applied for one.

Section 8-3-2(A) of the St. Francis code states in part "It's unlawful for any person to keep, stable, board or harbor horses... unless the person has sufficient contiguous real estate to house and enclose said animals or fowl."

In section 8-3-2-(D) of code allows for us to keep (7) horses on our property, currently we have (4) horses. My wife and I believe that the buildings/structures on our property are necessary to properly care for the horses. Kevin Voller, our veterinarian, believes every structure on our farm is necessary to properly care for the horses. See enclosed letter.

In November 2014, we met with Andy Schreider, St. Francis building inspector. Enclosed is a letter dated December 16, 2014 which summarizes his position. It seems to me that the position Andy is taking is in direct conflict with the city code 8-3-2(A), and we are caught in the middle. Proper care and safety of the horses based on professionals in the field dictate that we should not remove any of the structures on our property. While it seems to me that his representation of our phone conversation is inaccurate regarding the reference referring to the structures as "temporary", and the "4,000 sq. ft." As we already received a permit for the 2<sup>nd</sup> agricultural building which was allowed under the 5,000 sq. ft. We are looking for your assistance in resolving the impasse.

Please grant a variance for the hay shelters and the extension of the horse run in shelter.

Accommodating this request will allow Mare-e Green Pastures to:

- 1) **Provide enough hay storage space outside the barn, for an entire winters hay supply for 7 horses.**
  - a) Prevent possible injury of horses or people inside the barn due to fire caused by spontaneous hay combustion.
  - b) Insure Mare-e Green Pastures will not have to purchase hay during winter when supplies are unreliable and more costly.
  - c) Make it possible for people and horses to have enough space inside the barn (without hay dust in clean air) for exercise during poor weather, colic, or quarantine.
  
- 2) **Provide enough outdoor run in shelter for 7 horses.**
  - a) Giving each horse a 10x12 shelter space preventing injury from fighting for space.
  - b) Allowing each horse to escape from mud, sun, freezing snow, rain and lighting; preventing thrush, sun stroke, hypothermia, rain rot, and possible death.
  - c) Allows continuous access to shelter from elements without regular stall confinement helping to prevent leg edema and colic.

In conclusion every space is the correct size and has a specific use for; storage, maintenance, containment, and care of the number of horses the city allows (7)

- 1) The garage attached to the house was built over size to accommodate the tractor, hay cutter, hay baler, commercial lawn mower, snow blower for tractor and work ATV for spraying, fertilizing and manure removal of hay fields and pastures.
- 2) The main barn has a work bench and cabinets for the tools necessary for maintenance of equipment and structures. It has enough space for the owner's vehicles allowing visitors to use all available parking. There is a tack room with cabinets, counters and saddle racks next to the rubber mats and ties for indoor grooming during inclement or hot weather. Then there are 3 stalls to accommodate special requests for stalling, quarantine, injury, and colic.
- 3) The indoor riding area is just large enough to lunge or ride one horse in a circle. This provides a safe space for exercise when ice prevents safe movement of horses. This keeps horses fit preventing spring tie up colic, winter impaction colic, and edema of the legs. Indoor lunging area also provides a space for exercising quarantined or colic horses (often times a sick horse needs to be walked in the middle of the night). Finally an indoor riding space is good for and inexperienced horse or rider, while shaded and cooler during hot weather.

Please see building diagrams, letters from Vet, doctor, Ferrier, and articles form professional sources that dictate our practices.

Anoka Equine Veterinary Services, Ltd.

16445 NE 70th St., Elk River, MN 55330  
Tel. 763-441-3797 Fax 763-441-3683

March 16, 2015

To whom it may concern,

This letter is in support of Cheryl and Gregg Kilpela in their current discussion with St. Francis City officials.

I have known Cheryl and Gregg, and provided veterinary care for their horses, prior to their ownership of their farm, and have full understanding of their knowledge and ability to care for horses. We have a long standing veterinary/client relationship.

Every structure on the Kilpela's farm is geared too the best interests of the horses: The run in shed provide shelter from the elemenets, the hay shed seperate from the stalls minimized their risk of respiratory disease, and the small indoor riding area provides for exercise during any weather conditions. All of these things are important to the well being of their charges.

The Kilpelas are meticulous in the care of the horses on their property. The facility is always neat, clean and safe. The manure is managed in an efficient and timely manner.

If you have any questions or concerns regarding the Kilpela's facility, please do not hesitate to contact me.

Sincerely,

Kevin Voller DVM  
Anoka Equine Veterinary Services, Ltd

August 14, 2015

To whom it may concern:

*Cheryl Kilpela*

Patient was seen at the Southdale Pediatric and Adult Allergy Clinic. She had recurrent cough this past spring and in early August. It is usually a nonproductive cough but it is associated with some shortness of breath. She has long history of allergies. However, she has been treating herself for many years. She enjoys horses and works in the barn with hay. Her symptoms flare consistently after working in the barn and surrounded by hay.

She was confirmed to have reactive airway disease and mold allergy. She was negative for hypersensitivity pneumonitis.

If there are further questions, please contact my office.

Sincerely,



Mee Lee Nelson, MD

Pediatric and  
Adolescent Medicine

T.V. Lefevere, M.D.  
T.J. Anderson, M.D.  
J.W. Oseid, M.D.  
J.M. Williams, M.D.  
B.J. Hansen, M.D.  
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K.K. Williams, M.D.  
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Pediatric and  
Adult Allergy

D.C. Schroeckenstein, M.D.  
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3955 Parklawn Ave., Suite 120  
Edina, MN 55435  
(952) 831-4454  
Business Office  
(952) 831-1944

501 E. Nicollet Blvd., Suite 200  
Burnsville, MN 55337  
(952) 898-5900

18315 Cascade Dr., Suite 170  
Eden Prairie, MN 55347  
(952) 949-0399



**Patient Report**

Specimen ID: 217-881-4711-0  
Control ID: B0026394942

Acct #: 22331190  
Southdale Pediatrics/Edina  
Attn: Laboratory  
3955 Parklawn Ave, #200  
Edina MN 55435

Phone: (952) 831-4454 Rte: 12

**KILPELA, CHERYL A.**  
23525 VARIOLITE ST NW  
ELK RIVER MN 55330  
(612) 889-2291



**Patient Details**  
DOB: 08/25/1964  
Age(y/m/d): 050/11/11  
Gender: F SSN: \*\*\*-\*\*-9999  
Patient ID: 82638

**Specimen Details**  
Date collected: 08/05/2015 1233 Local  
Date entered: 08/06/2015  
Date reported: 08/10/2015 1005 ET

**Physician Details**  
Ordering: M NELSON  
Referring:  
ID:  
NPI: 1972510220

**General Comments & Additional Information**  
Clinical Info: 3 Large SST tubes

Alternate Control Number: B0026394942

Alternate Patient ID: 82638

**Ordered Items**

Hypersensitivity Pneumonitis; Immunoglobulin E, Total; M006-IgE Alternaria alternata; M003-IgE Aspergillus fumigatus

TESTS	RESULT	U/AG	UNITS	REFERENCE INTERVAL	LAB
<b>Hypersensitivity Pneumonitis</b>					
A.fumigatus #1 Abs	Negative			Negative	01
Micropoly. faeni Abs	Negative			Negative	01
Thermoa. vulgaris #1	Negative			Negative	01
A. pullulans Abs	Negative			Negative	01
Thermoact. saccharii	Negative			Negative	01
Pigeon Serum Abs	Negative			Negative	01

Immunoglobulin E, Total      124      High      IU/mL      0 - 100      02

**M006-IgE Alternaria alternata**  
**M006-IgE Alternaria alternata**

8.45 Abnormal      kU/L      Class IV      01

**Class Description**

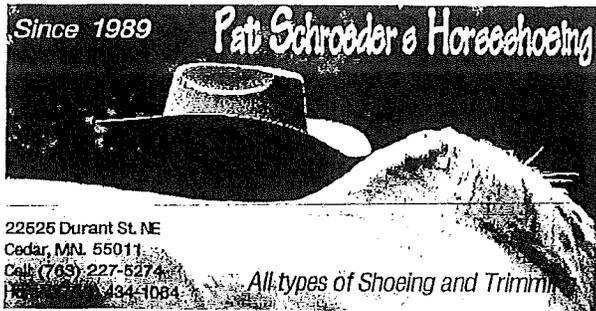
Levels of Specific IgE	Class	Description of Class
< 0.10	0	Negative
0.10 - 0.31	0/I	Equivocal/Low
0.32 - 0.55	I	Low
0.56 - 1.40	II	Moderate
1.41 - 3.90	III	High
3.91 - 19.00	IV	Very High
19.01 - 100.00	V	Very High
>100.00	VI	Very High

**M003-IgE Aspergillus fumigatus**

<0.10      kU/L      Class 0      01

01	BN	LabCorp Burlington 1447 York Court, Burlington, NC 27215-3361	William F Hancock, MD
02	DV	LabCorp Denver 8490 Upland Drive, Englewood, CO 80112-7115	Brian Poirier, MD

For inquiries, the physician may contact Branch: 800-457-1177 Lab: 800-795-3699



April 27, 2015

Dear City of St Francis,

I'm the Farrier that takes care of the horses' hooves at Gregg and Cheryl Kilpela's barn. I see horses and barns everyday but I always enjoy going to their place. The horses are well behaved and healthy. The barn, paddocks, and pastures are clean and convenient. They are responsible about setting up appointments for regular hoof care and always pay their bill. It is a pleasure to do business with them and I have always been impressed with the time, energy, and thought they put into doing things right to care for horses.

Sincerely,

Pat Schroeder



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

December 16, 2014

Gregg & Cheryl Kilpela  
23525 Variolite St NW  
St Francis MN 55070

Mr. & Mrs. Kilpela:

This letter is intended to summarize our discussion from November 26<sup>th</sup>, 2014 regarding the accessory buildings at your property located at 23525 Variolite St in the City of St Francis.

Earlier this month you were notified that a Building Permit is required for the work which was started on the east side of your detached accessory building. Thank you for submitting the required information as requested. Unfortunately, the building addition that was started is not allowed by City Code.

According to section 10-18-6 of the St Francis Zoning Code, parcels of your size are allowed to incorporate up to 4,000 square feet of detached accessory space. This addition will put you over that allowance and therefore is not allowed.

During our phone conversation you indicated the 2 structures on the North side of the property were temporary and that is why you did not think a permit was required for them. City and State Codes identify a temporary use as a timeframe not to exceed 180 days, you indicated during our conversation that these have been in place for at least a year and you did not have plans for when to remove them.

In summary, the 2 structures on the North side of the property need to be removed as they were constructed without permits and are over the number and size allowed. Additionally, the lean-to on the east side needs to be removed in its entirety.

Please respond prior to January 15<sup>th</sup> with an anticipated timeframe. This letter also serves as an Administrative Notice in accordance with St. Francis City Code Chapter 2-1.1

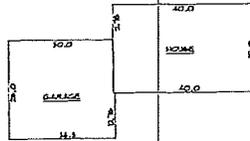
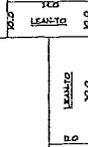
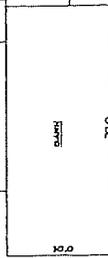
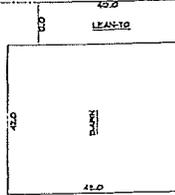
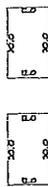
A handwritten signature in cursive script that reads 'Andy Schreder'.

Andy Schreder | Building Official | City of St. Francis  
23340 Cree St NW | St. Francis, MN 55070 | [www.stfrancismn.org](http://www.stfrancismn.org)  
Ph.: 763.235.2317 | Fax: 763.753.9881 | [aschreder@stfrancismn.org](mailto:aschreder@stfrancismn.org)

PROPERTY ADDRESS:  
23525 Varolite Street Northwest  
Elk River, MN 55330



PROPOSED  
ATTACHED



30'

10.0

PROPOSED

EXISTING  
BUNKER

16 x 16  
proposed  
bunker

10.0 setback

10.0 setback

University of Minnesota Extension

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612-624-1222

## Horse Extension

# Barn fire safety

B. Gilkerson Wieland and J. Shutske, PhD, University of Minnesota

Recently, a large horse barn in Wright County, Minnesota burned, leading to several questions regarding fire safety in horse barns. Fire is caused when any type of "fuel" meets an "ignition" source. Hay and bedding material are common examples of fuel. Smoking, faulty electrical wiring, and improperly cured hay are common sources of ignition. The key is to minimize the potential for fuel and ignition sources to come together. Often, this is a matter of basic housekeeping. Here are some tips to help reduce your chance of a barn fire.

**Identify ALL potential ignition sources**, and take steps to eliminate them. For example, smoking should never be allowed on a property with horses. Electrical wiring must be done by a qualified electrician and inspected by a local building inspector or insurance expert. Lightning protection systems must be installed to code and maintained. Do not use extension cords except for short-term uses such as powering a tool. Make sure heating systems are properly installed and maintained. Store/buy hay only at the correct moisture (<17% moisture) and check its condition frequently. Hay over 25% moisture poses the threat of combustion. Commercially available hay temperature probes can be used to check the internal temperature of hay bales (the internal temperatures should be below 130° F) and stack hay to encourage air circulation (for more information see Preventing hay fires).

**Take a close look at all potential ignition and fuel sources** and how they might come together to start a fire. Take specific actions to separate these hazards. An example is a heat lamp located over bedding materials or any type of flammable surface. Liquid fuels should be stored in protected locations.

**Look for immediate steps** you can take. Things like "No Smoking" signs posted in barns and hay storage areas are not expensive and are effective if enforced.

**Check wiring for obvious problems.** Make sure no bare wires are exposed. Look for marks on the wire that indicate heating or arcing. DO NOT overload circuits. If you blow breakers or fuses, investigate and correct the problem. Do not use extension cords to replace fixed electrical wiring. Extension cords are a major fire hazard and can lead to an electrocuted animal or person. Make sure electrical motors on ventilation fans, heaters, and other equipment are well-maintained.

**Separate hay and bedding from the livestock.** Most insurance companies will only allow a small amount of hay to be stored in the same building as animals or require the installation of a firewall between where horses are housed and storage areas. Make sure that the areas around barns and other outbuildings are kept clear of brush, shrubs, woodpiles, and other materials that could feed a fire.

**Install and frequently inspect fire extinguishers.** Your insurer can advise you on the best type of portable

fire extinguishers or fire sprinkling systems to install. Fires in hay or in wood structures will require large amounts of water.

**Develop an emergency plan and post it in the barn.** Everyone must know how and when to evacuate the barn, how the animals will be removed, and who does what. Go over this plan with everyone including family members, employees, and boarders. All buildings must have multiple unblocked exits that people and animals can get out of quickly.

**Check local building codes and fire safety regulations.** For more information contact your local city hall and visit with a city/township building inspector who can provide additional resources.

**Consider installing emergency lighting and lit exit signs.** This will help if the power is out or if there is a lot of smoke. Such lighting may be more important for commercial facilities

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## Horse Extension

## Preventing hay fires

Krishona Martinson, PhD, University of Minnesota

Hay fires that damage or destroy hay, buildings, and livestock cost farmers millions of dollars in building and feed replacement costs, lost revenue, and increased insurance rates. Since 2000, there have been over 900 livestock and poultry barn fires in Minnesota, resulting in over 26 million dollars in damages (Minnesota Fire Incident Reporting System).

Although not specifically tracked by MFIRS, some of these fires have been caused by spontaneous combustion of hay that was baled too wet. Proper moisture at baling is the key to preventing hay fires. Managing the curing process and storage is vital to reducing the risk of hay fires. **MOISTURE IS THE KEY.** Moisture content of the hay at time of baling is the single biggest hay fire risk factor. Hay baled at less than 15% moisture has a minimal risk of fire (Table 1). As moisture content increases, the risk of dry matter losses and fire increase. Baled hay becomes a potential fire hazard when the interior bale temperature does not decrease. This occurs when heat is created by bacteria respiration. Table 2 lists the effects of internal bale temperature and fire potential.

Maximum temperature is not the only concern with potential hay fire. Rate of temperature increase should also be monitored and considered when addressing a fire risk. If the internal bale temperature is gradually rising, there is usually a minimal risk of fire. However, if a rapid rise in temperature occurs, the risk of fire is high.

**Table 1.** Moisture guidelines at time of baling.

Moisture Ranges (%)	Comments
<10	Too dry. Hay may be brittle and dusty.
10 - 15	Recommended moisture range. Minimal risk of fire.
16- 20	Could mold unless propionic acid is used, slight risk of fire hazard.
21 - 25	Will likely mold unless propionic acid is used, moderate risk of fire hazard.
>25	Severe heat damage is likely, high risk of fire hazard.

**Table 2.** The effects of internal bale temperature and fire potential.

Temperature Ranges (F)	Comments
< 130	Minimal fire risks.
130 to 140	Minimal fire risk. Continue checking.
150	Moderate fire risk. Check frequently.



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Press Releases

01.27.11

Pet Talk

## Cold Weather Colic in Horses

CVM Today

Suggest A Story

Cold winds and changing winter weather may not seem like contributing factors for equine colic. However, these conditions can foster changes in routine and eating habits that may affect the well being of your horse.

"A common winter time equine health concern is colic," notes Dr. Glennon Mays, clinical associate professor at the Texas A&M College of Veterinary Medicine & Biomedical Sciences. "Colic is a symptom of abdominal pain and can take the form of digestive problems, intestinal blockage, or a twisted intestine among other possibilities."

"There are several reasons why horses tend to colic more as the winter months linger," explains Mays. "Lack of quality grazing, too cold water and reduced exercise time can contribute to equine colic."

Spring's lush green pastures provide grass that contains moisture which is absorbed in the gut and adds wet fiber to more readily move food along your horse's digestive tract. When there is no green grass to graze, the possibility for impaction increases, explains Mays. Keep quality hay in front of your horse to provide roughage. The horse digestive tract is designed for high volume food such as grass and hay and these should be fed before grain.

"When temperatures drop, the tendency is to increase your horse's grain rations to meet the increased energy demands to stay warm. However, increased carbohydrates can upset your horse's digestive tract. When temperatures drop, feed extra hay, not grain, since hay provides more efficient 'heating fuel' for your horse," says Mays.

"Roughage quality and availability may negatively affect a horse's intake and digestion. Coarse, dry grazing or baled roughage can result in soft tissue abrasions inside the horse's mouth during the chewing process. This seemingly minor trauma can result in a horse's compromised ability to grind feed stuff due to soreness in the mouth," notes Mays.

Adequate water consumption is essential for your horse's well being. Horses tend to consume less water in colder weather since lower temperatures decrease their desire for water. However, they still need 10-12 gallons of water daily depending on work load. Also, if the temperature of their water source is below 45 degrees, horses tend to consume less water.

Insufficient water intake can result in dehydration and decreased blood volume (resulting in fewer nutrients to cells and decreased efficiency of waste removal). When water intake is decreased, your horse has an increased chance that its intestines may become impacted and colic can then occur, explains Mays.

"Frozen water sources obviously compromise water availability. Even best intentions like utilizing water warmers, insulating pipes and warming coils can fail, so check your horse's water source to be sure that all is functioning. Also, inspect plumbing for leaks when temperatures rise above freezing."

Historically, horses were foragers who moved and ate most of the day. They were mobile and not confined to a stall or fed restricted feedings," notes Mays. "Regular exercise and movement helps to keep a horse's digestive system functioning properly. Even if you can only turn your horse out for a short time or just walk around the barn, it is better than no exercise at all. The ideal situation is for your horse to spend the majority of its time on pasture."

During the winter months, you can minimize colic attacks if you monitor your horse's water intake to be sure that it is being well hydrated, feed quality hay that is free of impurities such as mold and exercise your horse or, provide pasture for roaming, says Mays.

- While colic is not always avoidable, careful feeding, sufficient water intake and plenty of exercise can reduce the chances of your horse being affected by cold weather colic.

### ABOUT PET TALK

*Pet Talk is a service of the College of Veterinary Medicine & Biomedical Sciences, Texas A&M University. Stories can be viewed on the Web at [vetmed.tamu.edu/news/pet-talk](http://vetmed.tamu.edu/news/pet-talk). Suggestions for future topics may be directed to [editor@cvm.tamu.edu](mailto:editor@cvm.tamu.edu).*

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## Horse Extension

# Equine winter care

Marcia Hathaway, PhD and Krishona Martinson, PhD, University of Minnesota

Horses, given the opportunity to acclimate to cold temperature, often prefer and are better off outdoors. The Minnesota Pet and Companion Animal Welfare Act outlines several minimal care standards for food, water, shelter, space, cleanliness, exercise, and hoof care. Some of these standards become even more important in the winter. For example, the act states that snow or ice is not an adequate water source for horses and all horses must be provided free choice protection from adverse weather conditions, including extreme cold, wind, and precipitation. Shelters are not required in outside exercise paddocks, as long as horses are not kept in those paddocks during adverse weather conditions.

Keep in mind that a horse requiring special care (i.e. trimming, medications, or special diet) during summer months will need that care continued throughout the winter months too. To ease the transition into winter, horses should be properly dewormed (i.e. based on fecal analysis) and in good body condition. This fact sheet outlines horse winter feeding and watering, shelter, blanketing, hoof care, and facilities management recommendations.

## Water requirements

When horses consume winter feeds, water requirements may increase. Hay and grain typically contain less than 15% moisture, while in contrast, pastures possess 60 to 80% moisture. There are two common complications resulting from inadequate water consumption during cold weather: decreased feed intake and impaction colic. Even if quality feed is offered, horses will consume less if not drinking enough water. If less feed is consumed, horses might not have enough energy to tolerate the cold. Fecal contents must maintain adequate moisture levels. If fecal material becomes too dry, intestinal blockage or impaction may occur. A horse will not develop an impaction in one day, but can over several days to several weeks of inadequate water consumption.

Most adult horses weighing 1,000 pounds require a minimum of 10 to 12 gallons of water each day for their basic physiological needs. During winter months, water should be kept between 45 to 65°F to maximize consumption. Previous research indicated that ponies increased their water consumption by approximately 40% each day when the water was warmed above freezing during cold weather. Increasing salt intake will also stimulate a horse to drink more; adult horses should consume one to two ounces of salt per day. Waterers should be cleaned regularly, and clean, fresh water should always be available, regardless of temperature. If using a tank heater to warm water, inspect it carefully for worn wires or other damage, and check the water for electrical sensations or shocks.

Snow or ice is not an adequate water source for horses. There have been a few scientific studies that show some horses who are acclimated to winter weather conditions can meet their water requirements from snow. However, there are serious health risks associated with snow consumption, including the length of adjustment period as horses learn to ingest snow, the actual water content of the snow, and total water intake. Therefore, some wild horses can receive their water needs from snow, but the risk of gastrointestinal tract problems, colic, and reduced feed intake is significant for domestic horses.

## Winter feeding

Cold temperatures will increase a horse's energy requirement as the need to maintain core body temperature increases. The temperature below which a horse needs additional energy to maintain body warmth is called the lower critical temperature. The lower critical temperature for a horse is estimated to be 41°F with a summer coat and 18°F with a winter coat (upper critical temperature is estimated at 86°F). However, the lower critical temperature can be affected by individual horse characteristics. A horse with short hair that is exposed to cold, wet weather will have a lower critical temperature higher than that of a horse with a thick hair coat and fat stores who is acclimated to cold weather. Another factor that can influence lower critical temperature is the size of the animal. Smaller animals have a greater surface area relative to body weight and can lose heat more rapidly than a larger animal. A weanling may reach their lower critical temperature before a mature horse. More importantly, cold weather can slow growth because calories are diverted from weight gain to temperature maintenance. To minimize a growth slump during cold weather, young horses should be fed additional calories.

Energy needs for a horse at maintenance increase about 1% for each degree below 18°F. For example, if the temperature is 0°F, a 1,000 pound idle, adult horse would need an approximately 2 additional pounds of forage daily. It is best to provide the extra energy as forage. Some believe that feeding more grain will help keep a horse warmer. However, not as much heat is produced as a by-product of digestion, absorption, and utilization of grain as is produced from the microbial fermentation of forage. Most data suggest that the need for other nutrients do not change during cold weather. However, consider feeding loose salt instead of block salt, as horses may not want to lick cold salt blocks during winter months.

During winter months, heavy hair coats can often hide weight loss. Regular body condition scoring is recommended to gauge weight and assess horse health. If a horse starts to lose body condition, increases in feed are recommended. Conversely, if a horse starts gaining excessive body condition, reducing the feed is necessary. Sorting horses by age, body condition, and nutrient requirements makes it easier to feed groups of horses appropriately.

## Shelter

Horses should have access to shelter from wind, sleet, and storms (Figure 1). Free access to a stable or an open-sided shed works well, as do trees if a building is not available. In the absence of wind and moisture, horses tolerate temperatures at or slightly below 0°F. If horses have access to a shelter, they can tolerate temperatures as low as -40°F. However, horses are most comfortable at temperatures between 18 and 59°F, depending on their hair coat. A general rule of thumb for run-in or open-front shed size is 240 square feet for 2



Dr. Krishona Martinson, University of

horses (i.e. 12 x 20 feet) and 60 square feet (i.e. an additional 10 x 6 feet) for each additional horse. These recommendations assume horses housed together get along well.

Researchers recently examined daytime shelter-seeking behavior in domestic horses housed outdoors and studied the relationship of temperature, precipitation, and wind speed with shelter-seeking behavior. Shelter usage ranged from a low of less than 10% in mild weather conditions, to a high of 62% when snowing and wind speed were greater than 11 mph. More horses used shelters in breezy conditions during snow or rain. Shelter access is very important in certain weather conditions.

## Blanketing

The hair coat acts as insulation by trapping air. If the hair is wet or full of mud, air is excluded, reducing its insulating value and increasing heat loss. As little as 0.1 inch of rain can cause cold stress by matting the hair and reducing its insulating value. It is important to keep the horse dry and sheltered from moisture. As expected, a horse with a thicker hair coat can retain more heat. Research has been conducted on the benefits of blanketing a horse to reduce the effects of cold weather (Figure 2). Most horses are blanketed because of personal beliefs of the owner. However, blanketing a horse is necessary to reduce the effects of cold or inclement weather when:

- There is no shelter available during turnout periods and the temperatures drop below 5°F, or the wind chill is below 5°F
- There is a chance the horse will become wet (not usually a problem with snow, but much more of a problem with rain, ice, and/or freezing rain)
- The horse has had its winter coat clipped
- The horse is very young or very old
- The horse has not been acclimated to the cold (i.e. recently relocated from a southern climate)
- The horse has a body condition score of 3 or less

It is equally important that the blanket fits the horse. Horses can develop rub marks or sores where the straps secure the blanket if it fits improperly. If the horse is blanketed continuously, the blanket should be removed daily, inspected for damages, and repositioned. Make sure blankets are kept dry and do not put a blanket on a wet horse; wait until the horse is dry before blanketing. Keep in mind a horse will continue to develop a natural winter coat until December 22, while days are becoming shorter. Horses begin to lose their winter coat, and start forming their summer coat, as the days begin to get longer on December 23. Blanketing before December 22 will decrease a horse's natural winter coat.

## Exercise

Exercise should not stop during the winter months. During extreme winter weather, many horses are often confined. Confinement and limited exercise can lead to lower leg edema (stocking up). Efforts should be

Figure 1. Horses need access to shelter and should be fed additional hay during adverse winter weather. *Tip: feed hay in a container or feeder to reduce waste*



Dr. Carey Williams, Rutgers

Figure 2. Blanketing a horse during the winter is necessary if the horse is clipped or lacking shelter.

made to provide turn out or exercise as often as possible. Caution needs to be taken when riding in deep, heavy or wet snow as this could cause tendon injuries and is extremely hard work for an unfit horse. Avoid icy areas for both horse and rider safety.

One of the greatest challenges with winter riding involves cooling down a horse with a thick winter coat. Leaving a hot, wet horse standing in a cold barn can lead to illness. If horses are exercised regularly to the extent of generating sweat through the winter months, a 'trace clip' can be used (Figure 3). With a trace clip, the hair is shaved to about 1/8 inch in length from the underside of the neck and abdomen to the sides of the horse and from the elbows to about a quarter of the way up the body. Other types of clipping patterns are often used as well. Clipped horses have higher energy needs and should be fed accordingly. Clipped hair will not grow back rapidly in the winter. Once horses are clipped, appropriate shelter and blankets must be used throughout the winter and into the early spring months.

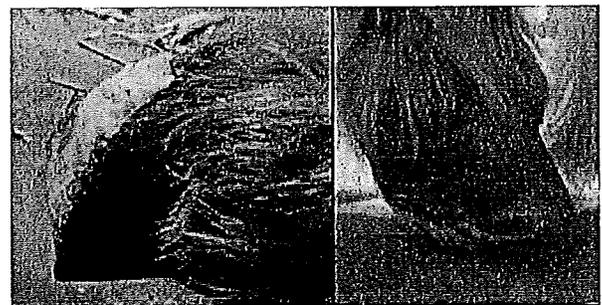


Dr. Carey Williams, Rutgers

Figure 3. Trace clipping can reduce the time necessary to cool down a horse during winter riding.

## Hoof care

Horse hooves generally grow more slowly in the winter. However, horses should still be trimmed every six to twelve weeks. The trimming or shoeing interval depends on each horse and the amount of hoof they grow. Horse hooves are very susceptible to developing "ice or snow balls" in their hooves during the winter (Figure 4). These balls are compacted ice or snow that make it difficult for the horse to walk, increase the chance of slipping and falls, and may put increased pressure on tendons and joints. Hooves should be picked clean daily, especially after a heavy snow.



Dr. Krishona Martinson, University of Minnesota

Figure 4. Regular hoof picking is necessary to remove snow that becomes packed into the hoof.

Horses have better traction on snow and ice when left bare foot compared to being shod. If the horse must be shod, care should be taken to avoid slipping and compaction of snow and ice in the hoof. Snow pads and studs that are attached to shoes can be used to help offset the effects of slipping and snow compaction in the hoof. Sole bruising can also be a problem in the winter, especially when working on uneven or frozen ground.

## Winter paddock and facilities management

Ice is a problem in horse paddocks as falls and slips can lead to serious injury. The best solution is to remove the horse from the paddock until the ice melts, but few horse owners have that option.

Sand can be used to increase traction. However, horses should not be fed in the area where the sand is spread to minimize the risk of ingestion. Straight salt can speed the melting of the ice if temperatures are not too cold. There is no research documenting the effect of salt on horse hooves, but as a precaution, pure salt should be used in moderation. If using pure salt to melt ice, make sure the horses have an alternative

source of salt to reduce ingestion off the ground. A mixture of sand and salt should not be used in horse paddocks due to the chance that horses may accidentally ingest sand via their interest in the salt. Spreading a thin layer of wood ash or fresh manure are additional options. Other options like shavings, hay, and straw tend to slide over ice and do not provide additional traction. Small rocks can provide traction, but can be accidentally ingested or become lodged in hooves. To reduce water/ice in the future, improve the grade, install gutters on the barn, and reduce the amount of manure in the paddock.

During heavy snowfalls, horse owners are encourage to remove snow from paddocks to ensure horses have easy access to feed, water, and shelter. When piling the removed snow, avoid low areas, drainage ways, septic tank areas, wellheads, and other drinking sources. Snow removed from paddocks contains manure, bedding, and soil, and could contaminate streams and wetlands. Moving snow is fairly expensive, so keep distances and travel time to a minimum. Removing snow also helps drainage during the spring snow melt and exposes the paddock surface, especially in non-shaded areas, which increases the warming and drying of the paddock in the spring.

To maintain support under snow loads, barns and shelters should have truss certificates of at least 30 pounds per square foot of snow load. Most buildings fail at the joints; if concerns arise about a barn structure under a snow load, examine the trusses and joints to see if there is movement, cracking, or dry rot. Wood will generally give warning sounds before complete failure. In enclosed barns, snow blowing into attics and wall spaces can melt and cause wet conditions suitable for mold development and rotting. Ventilation is important to help control temperature and humidity levels and remove or decrease contaminants. Poor ventilation can affect a horse's respiratory health. Ceiling fans and can help facilitate adequate air exchange and wet bedding and manure should be removed daily.

## Conclusions

During winter months, horses should be given warmed water (45 to 65°F), fed additional hay during extreme cold, given access to shelter, receive regular hoof care, and have their body condition assessed regularly. Facility stability and ventilation should also be evaluated frequently. Horses, given the opportunity to acclimate to cold temperature, often prefer and are better off outdoors.

**Contributing authors:** Chuck Clanton, PhD, University of Minnesota and Carey Williams, PhD, Rutgers University.

**Reviewers:** Kevin Janni, PhD, University of Minnesota; Erin Malone, DVM, University of Minnesota; Kim Otterson, Farrier; Jessica Petersen, PhD, University of Minnesota; Brenda Postels, University of Minnesota Extension – Wright County; and Carey Williams, PhD, Rutgers.

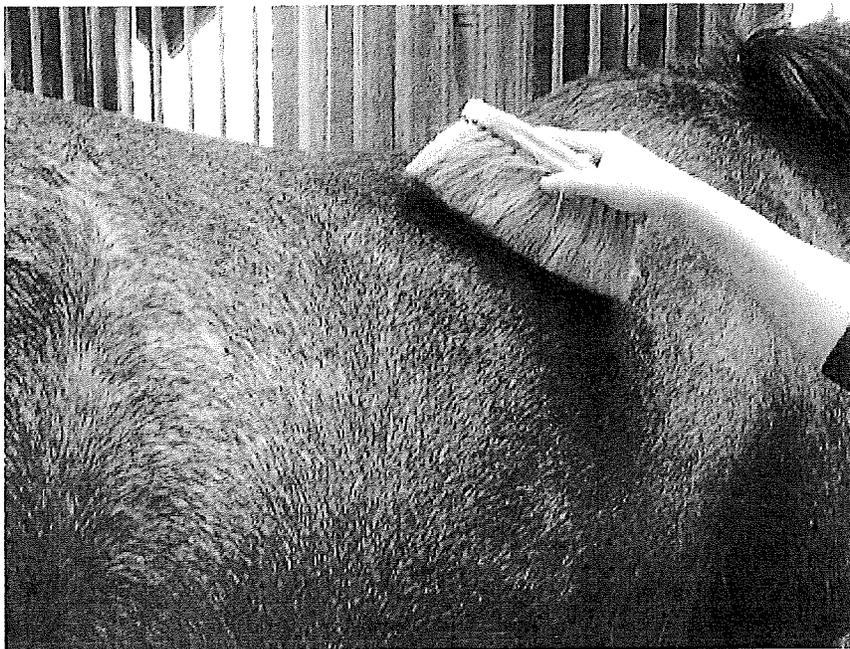
UNIVERSITY OF MINNESOTA  
EXTENSION

# the HORSE

YOUR GUIDE TO EQUINE HEALTH CARE

## Understanding Rain Rot

By Chad Mendell | Jan 29, 2014 |  **Basic** | Topics: Hair Loss, Other Skin Problems



Practicing good hygiene (such as daily grooming with clean brushes) and reducing environmental risk factors (constant wet and/or humid environments and biting insects) are the best ways to prevent your horse from getting rain rot.

Photo: The Horse Staff

prevent horses from getting or spreading the infection.

### Cause

"Rain rot or rain scald (also known as dermatophilosis) is caused by bacterial infection, and it often is mistaken for a fungal disease," Swinker says. "The bacteria live in the outer

While spending as much time as possible at pasture can be good mentally for your horse, if you live in an area with wet or very humid conditions, your horse might be at risk of contracting a bacterial skin disease commonly known as "rain rot."

Ann Swinker, PhD, an extension horse specialist at Penn State University, explains what the infection looks like, how to treat infected horses, and ways to

layer of skin and cause from pinpoint to large, crusty scabs."

*Dermatophilus congolensis*, the bacterium found to cause this infection, lives in dormant within the skin until the skin is compromised in some way, which can happen when there's prolonged wetness, high humidity, high temperature, or attacks by biting insects, according to *The Merck Veterinary Manual*. Warm temperatures and high humidity can also cause an increase in the number of biting insects (particularly flies and ticks) present that can spread the infection from horse to horse.

Rain rot occurs when the infective zoospores (created by *D. congolensis* bacteria to propagate themselves) reach a compromised skin site. Swinker says, "The zoospores germinate and produce hyphae (threadlike tentacles), which penetrate into the living epidermis and spread in all directions, resulting in an acute inflammatory skin condition."

## Diagnosis

It's easy to diagnose rain rot, generally on visual confirmation of the skin lesions alone, but a more definite diagnosis can be made by examining a skin scraping for Gram-positive bacteria under a microscope or by culturing the bacteria.

Horses with long winter coats will develop paintbrush lesions (raised, matted tufts of hair) along their dorsal surfaces, which include the neck, withers, back, and croup, as well as on the lower limbs. Light-skinned areas are usually more severely affected. As the lesions get larger and join together, they will progress to a crust or scab formation that when removed will expose yellow-green pus between the necrotic and living skin layers.

Swinker says, "If rubbed, the 'bumps' might rub off in the form of scabs with a small, hairless spot of skin showing."

## Treatment

Most acute cases of rain rot can heal on their own; however, Swinker recommends treating even minor cases because the lesions can spread and worsen. The lesions also interfere with use (especially if they are located along the horse's back or withers) and they can be painful for the horse.

She says, "In early or less severe cases, simply removing the scabs (by bathing the horse) with antimicrobial shampoos and currying will take care of the problem." However, more severe cases in which the infection has affected deeper skin layers might require your veterinarian to give antibiotic injections (such as procaine penicillin and streptomycin). Unlike most skin conditions, rain rot is not itchy, but it can be painful to the touch. Be cautious when bathing or removing the scabs.

## Prevention

Practicing good hygiene, such as daily grooming with clean brushes, along with reducing environmental risk factors (constant wet and/or humid environments and biting insects), are the best ways to prevent your horse from getting rain rot. Because this infection can spread to other horses, it's important to isolate the infected horse to reduce the risk of spreading the infection to pasturemates. Also, be sure to use a separate set of grooming tools and tack (if the infection is light enough to continue working the horse without causing harm), and disinfect these items between each use.

---

### ABOUT THE AUTHOR

## Chad Mendell

Chad Mendell is the former Managing Editor for TheHorse.com .

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## Related Content



<Title>

- 1- PERMIT 129-01
- 2- PERMIT 148-01 30'x70'
- 3- PERMIT 10-04 42'x40'
- PERMIT 433-07 SIDING & ROOF
- 4- PERMIT 85-10



Scale: 1:600

Aerial Photo: Flown Spring 2011



Note Spack

In the case of 23525 Venalite  
The owner has already more  
soft. and building that as allowed  
So I am not in favour of any  
more soft. If a was to level  
my 30 over into 3. feet & I want  
the people to come back and want  
more soft. or building because this property  
has more.

Rayford

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

**RESOLUTION 2015-51**

**A RESOLUTION DENYING A VARIANCE FROM THE SIZE AND NUMBER OF  
ACCESSORY BUILDING REQUIREMENTS FOR GREGG & CHERYL KILPELA  
AT 23525 VARIOLITE ST NW**

WHEREAS, Gregg & Cheryl Kilpela (“the Applicant”) has made an application to the City of St. Francis (“the City”) for a variance to allow for detached accessory buildings in excess of the size and number requirements at 23525 Variolite St. NW; and

WHEREAS, the legal description of the subject site (“the Property”) is:

Lot 4, Block 1, Teds Farm; and

WHEREAS, the Property is identified in Anoka County records with the property identification number of 33-34-25-12-0005; and

WHEREAS, the Property is zoned A2, Rural Estate-Agriculture; and

WHEREAS, the Property is 9.6 acres in size; and

WHEREAS, Section 10-18-6-A-2-d of the Zoning Ordinance states that properties in the rural service area between 5 and 10 acres are permitted to have two detached accessory buildings totaling up to 4,000 square feet in area; and

WHEREAS, the Applicant received permits to construct one 3,780 square foot detached accessory building in 2001 and 2004; and

WHEREAS, the Applicant has subsequently constructed without the proper permits an additional 1,458 square feet on to the existing structure and built two additional structures totaling 480 square feet to bring the total square footage on site to 5,718 square feet total for three structures; and

WHEREAS, the St. Francis Planning Commission reviewed the application at the September 16, 2015 meeting, held a duly noticed public hearing, and recommended denial of the request by a 5-0 vote; and

WHEREAS, the St. Francis City Council reviewed the application and the Planning Commission recommendation at the October 5, 2015 meeting; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Francis hereby denies the variance request based on the following findings of fact:

- A. Practical difficulties in complying with the ordinance are not present.
- B. The plight of the landowner is not due to circumstances unique to the property.
- C. The variance would confers upon the Applicant special privileges that are denied to the owners of other lands, structures, or buildings in the same district.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5<sup>TH</sup> DAY OF  
OCTOBER, 2015.

APPROVED

---

Steve Kane  
Mayor of St. Francis

Attest:

---

Barbara I. Held  
City Clerk



License # _____
Receipt _____
Date: _____
Fee Paid: _____

**PUBLIC DANCE LICENSE  
INCLUDES OUTDOOR MUSIC**

Applicant Name: Leo D Zacher  
 (First) (Middle) (Last)

Home address: \_\_\_\_\_  
 (Street, City, State, Zip Code)

55040  
 MINN Date of Birth: \_\_\_\_\_

Driver's License #, \_\_\_\_\_ Contact Telephone # \_\_\_\_\_

I hereby make application for a Public Dance License including outdoor music for the following establishment:  
Patriot Lanes and Lounge 3025 Bridge St. St. Francis, MN 55070  
 (Name of Establishment) (Address)

Located in the City of St. Francis, Anoka County, Minnesota.

On-site Manager Leo Zacher Location Telephone: 663-753-4011

Dance Schedule (days and hours of event): June 3 & 4 - 2016 - 9 to 1 AM (Pioneer Days 2016)

Size of dance floor area: 20 x 40 Approx

I agree the dance/out door music shall be conducted in accordance with the provisions and regulations of the City of St. Francis pertaining thereto.

I (have) (have not) been convicted of a felony, gross misdemeanor or of violating any of the provisions of the Laws of Minnesota or of any ordinance regulating dances any place in the United States during the past five years. If so, please list the date, location and offense:

I have read the applicable ordinances and am familiar with the content. I will strictly comply with all of the provisions. I agree to waive my constitutional rights against search and seizure and will freely permit peace officers to inspect my premises and agree to the forfeiture of this license if found to have violated the provisions of the Ordinance for the granting of this license. I hereby solemnly swear that the foregoing statements are true and correct to the best of my knowledge.

I have contacted the St. Francis Police Department at 763-753-1264 and arranged to have the required number of officers at the dance. (Officers Expense not included in Permit Fee)

June 15 - 2015  
 (Date)

[Signature]  
 (Signature)

- \* Certificate of Insurance attached
- \* Driver's License or State Issued ID attached

**License Fee: \$100.00 per year (or \$10.00 per dance)**

**License Period: January 1 - December 31**

**LICENSE APPLICANT INFORMATION**

Under Minnesota Law (M.S. 270.72) the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act, we must advise you:

- § This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest.
- § The licensing agency will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service.
- § Failing to supply this information may jeopardize or delay the issuance of your license or processing your renewal application.

Please print or type in the following information and return along with your application.

Zacher      Leo      D      \_\_\_\_\_  
Applicant's Last      First      Middle Name      Social Security Number

3085 Bridge St.      St. Francis      MN      55070  
Street Address      City      State      Zip

\_\_\_\_\_  
Driver's License Number      MN  
State of Issue

Patriot Lanes & Lounge, Inc.      763-753-4011  
Store Name      Store Phone Number

Leo Zacher      OWNER  
Store Contact      Title

3085 Bridge St.      St. Francis      MN      55070  
Street Address      City      State      Zip

88304439      20-8836122  
Minnesota Tax ID Number      Federal Tax ID Number

If a Minnesota tax identification number is not required, please explain: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**RESOLUTION 2015-52**

**A RESOLUTION REQUESTING FUNDS FROM THE ANOKA COUNTY HRA FOR A  
MARKET STUDY/SURVEY RELATED TO THE YMCA**

WHEREAS, the St. Francis City Council has developed partnerships that are interested in exploring community needs; and

WHEREAS, the YMCA, the City and other potential partners considering a comprehensive market survey within St. Francis; and

WHEREAS, the study results could significantly enhance Economic Development and programs that serve the youth of Anoka County; and

WHEREAS, the Anoka County Housing and Redevelopment Authority (“the HRA”) has funds available for market studies related to certain activities; and

WHEREAS, the City Council is seeking funds not to exceed \$10,000 from the HRA in order to have a market study conducted for the needs of the residents for the City of St. Francis and the feasibility of partnering with the YMCA; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Francis hereby requests funds not to exceed \$10,000 from the Anoka County HRA in order to conduct a market study for the potential to partner with the YMCA and fulfill community needs.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5<sup>th</sup> DAY OF OCTOBER, 2015.

APPROVED

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

Attest:

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

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

\*Also Licensed in Wisconsin



## Barna, Guzy & Steffen, Ltd.

ATTORNEYS AT LAW

200 Coon Rapids Boulevard NW, Suite 400  
Minneapolis, MN 55433-5894  
(763) 780-8500 FAX (763) 780-1777  
1-800-422-3486 www.bgs.com

ELIZABETH A. SCHADING  
WILLIAM F. HUEFNER  
BRADLEY A. KLETSCHER  
KRISTI R. RILEY  
TIMOTHY D. ERB  
KAREN K. KURTH  
ADRIEL B. VILLARREAL  
TAMMY J. SCHEMMEL  
JENNIFER C. MOREAU  
DAVID R. SCHAPS  
THOMAS R. WENTZELL

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

### MEMORANDUM

TO: Honorable Mayor, City Councilmembers, Administrator and City Clerk  
FROM: Scott Lepak, City Attorney  
RE: Updated Data Practices Policies  
DATED: October 1, 2015

I have enclosed an updated Data Practice Procedures Policy for the City's consideration. This policy was developed in response to the recent amendments to the Minnesota Government Data Practices Act ("MGDPA"). The primary change was to require cities to create new procedures to ensure the protection of data created, stored, and maintained by government officials in the execution of their job responsibilities.

A summary of the main issues addressed by this updated policy document include:

- A designation of the City's responsible authority and procedures for handling data practice requests.
- A listing of types of data and the designation of who in the city is allowed to access certain types of data depending upon the data's classification.
- A designation of how members of the public can request certain types of data, along with how the City will respond with applicable timeframes and fees.
- A policy for ensuring the security of not public data, with procedures to respond to any breaches in data security. This is a new requirement of the law.
- A list of the types of data created, stored and maintained by the City of St. Francis.
- Draft forms to guide staff in response to data practice requests.

The new updated policy and associated forms will help to ensure that the City will be compliant with the requirements of the MGDPA. Therefore staff recommends the City Council approve the new policy as attached.

City Council Action Requested:

Motion to approve Resolution 2015-\_\_\_\_, updating the City of St. Francis Data Practices Procedure Policy as presented.

665712-v1

**CITY OF ST. FRANCIS  
DATA PRACTICES PROCEDURES**

**CITY OF ST. FRANCIS  
DATA PRACTICES PROCEDURES  
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**CITY OF ST. FRANCIS  
DATA PRACTICES PROCEDURES**

**1.0 Introduction.** These procedures are adopted to comply with the requirements of the Minnesota Government Data Practices Act (the “Act”), specifically Minnesota Statutes Sections 13.025, 13.03, subdivision 2 and 13.05, subdivision 5. It is the intent of the City of St. Francis (the “City”) to remain in compliance with the Act. These procedures shall be supplemented by the requirements of the Act as needed and if any procedure contained herein is inconsistent with those requirements, as they may be amended, the specific provisions of the Act shall be controlling.

**2.0 Responsible Authority.** The City Administrator is the Responsible Authority and the City Clerk is the Compliance Official responsible for the collection, use and distribution of government data and is accountable for City compliance with the Minnesota Government Data Practices Act. The Responsible Authority has authorized certain other City employees to collect, maintain, disseminate and otherwise assist in complying with the Act (“Designees”). These Designees are listed on attached Exhibit 1. The Responsible Authority shall provide training to Designees and staff at such times and in such a manner as the designated Responsible Authority determines is appropriate to inform them of their obligations under the Act. The designated Responsible Authority shall also be authorized to amend or supplement the Exhibits attached to these procedures as needed to further the intent of these procedures and the City’s compliance with the Act. For the purposes of carrying out these procedures, the term Responsible Authority shall include Designees unless the context in which it is used indicates a different intent.

**3.0 Access to Public Data.** All information maintained by the City is public unless there is a specific statutory designation which gives it a different classification. Categories of classification are as follows:

<b>Data on Individuals*</b> M.S. § 13.02, subd. 5	<b>Data on Decedents</b> M.S. § 13.10, subd. 1	<b>Data not on Individuals*</b> M.S. § 13.02, subd. 4
<b>Public</b> Accessible to anyone M.S. § 13.02, subd. 15	<b>Public</b> Accessible to anyone M.S. § 13.02, subd.15	<b>Public</b> Accessible to anyone M.S. § 13.02, subd. 14
<b>Private</b> Accessible to the data subject; Not accessible to the public decedent;  M.S. § 13.02, subd. 12	<b>Private**</b> Accessible to the representative of the subject; Not accessible to the public M.S. § 13.10, subd. 1(b)	<b>Nonpublic</b> Accessible to the data subject; Not accessible to the public  M.S. § 13.02, subd. 9
<b>Confidential</b> Not accessible to the data subject; Not accessible to the public  M.S. § 13.02, subd. 3	<b>Confidential**</b> Not accessible to the representative of the decedent; Not accessible to the public M.S. § 13.10, subd. 1(a)	<b>Protected Nonpublic</b> Not accessible to the data subject; Not accessible to the public  M.S. § 13.02, subd. 13

\* Individual is defined at Minn Stat. § 13.02, subd. 8. Individual means a living human being. It does not mean any type of entity created by law, such as a corporation.

\*\* Private and confidential data on decedents become public data 10 years after the death of the data subject and 30 years after the creation of the data.

**3.1 People Entitled to Access.** Any person has the right to inspect or view public data and/or to have an explanation of the meaning of the data. The person does not need to state his or her name or give the reason for the request, unless a statute specifically authorizes the City to request such information. Additionally, any person has the right to obtain a copy of public data except in the case of copyrighted materials in the possession of the City for which the City does not have express written permission to reproduce. (Exhibit 7)

**3.1(a) Copyrighted** public documents may be shown to anyone but shall not be reproduced or photocopied without express written permission from the copyright holder. (Exhibit 7)

**3.1(a)1** The Responsible Authority reserves the right to refuse to provide copies of copyrighted data in accordance with the copyright law of the United States (Title 17, United States Code) which governs the making of photocopies or other reproductions of copyrighted material.

**3.1(a)2** Public documents created by the City or its officials and employees on behalf of the City do not qualify for copyright protection and shall be available for viewing and reproduction in accordance with the Act. In certain cases, the City may enforce a copyright or acquire a patent for a computer software program or components of a program created by the City. In such cases, the data shall be treated as trade secret information.

**3.2. Form of Request.** The request for public data may be verbal or written. The Responsible Authority or designee may require a verbal request to be made in writing whenever a written request will assist the Responsible Authority or designee in performing his or her duties. (Exhibit 3).

**3.3 Identification of Requesting Party.** The Responsible Authority **may not** require the requesting party to provide identification to view public documents except as may be necessary to facilitate access to the data. Examples of when identifying information may be requested include, but are not limited to, obtaining a mailing address when the person has requested that copies be mailed, requesting identification when copies have been paid for by check, or requesting contact information in order to clarify or follow up on the request. The Responsible Authority must verify the identity of the requesting party as a person entitled to reproductions when reproductions of copyrighted public data are requested. Identity can be established through personal knowledge, presentation of photo identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

**3.4 Form of Copies.** Where public data is maintained in a computer storage medium, the Responsible Authority shall provide copies of the public data in electronic form upon request, provided a copy can reasonably be made in that form. The Responsible Authority is not required to provide the data in an electronic format or program that is different from the format or program in which the Responsible Authority maintains the data. The Responsible Authority may charge a fee for the actual cost of providing the copy.

**3.5 Time Limits.** Requests will be received and processed only at City Hall during normal business hours. If copies cannot be made at the time of the request, copies must be supplied as soon as reasonably possible. Whenever possible, the Responsible Authority will immediately allow the person to inspect the public data; provided, that an immediate response will not interfere with the City's efficient operations. The Responsible Authority may require that the requesting person make an appointment or return at a later time to inspect or to pick up copies of the requested data. When public data on individuals is requested by the individual data subject and an immediate response is not possible, the Responsible Authority will provide the data within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays.

**3.6 Fees.** Anyone may inspect or view public data for any reason without charge. Fees may be charged only if the requesting person asks for a copy or electronic transmittal of the data. Fees will be charged according to the City's current fee schedule and may not include time necessary to separate public from non-public data. Fees are established annually by ordinance. A copy of the approved fee schedule is attached at Exhibit 2.

**4.0 Access to Private and Confidential Data on Individuals.** Information about individual people is classified by law as public, private, or confidential. A list of the private and confidential information maintained by the City is contained in Appendix A.

**4.1 People Entitled to Access.**

**4.1(a) Public** information about an individual may be shown or given to anyone for any reason.

**4.1(b) Private** information about an individual may be shown or given to:

**4.1(b)1** The individual, but only once every six months, unless a dispute has arisen or additional data has been collected or created.

**4.1(b)2** A person who has been given access by the express written consent of the data subject.  
(Exhibit 6)

**4.1(b)3** People, or another responsible authority, which are authorized access by federal or state law or by court order.

**4.1(b)4** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

**4.1(c) Confidential** information may not be given to the subject of the data, but may be given or shown to:

**4.1(c)1** People who are authorized access by federal or state law or by court order.

**4.1(c)2** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

**4.2 Form of Request.** Any individual may request data verbally or in writing. Data will be released depending on whether or not the City has stored the data requested and whether the data is classified as public, private, or confidential. All requests to see private or confidential information must be made in writing in order to verify identity. The Responsible Authority will provide a form (Exhibit 3) to document the requesting party's identity, the information requested, and the City's response; however, any individual may

request data verbally or in writing as long as the request is accompanied by documentation of the requesting party's identity and a detailed description of the information requested.

**4.3 Identification of Requesting Party.** The Responsible Authority **must** verify the identity of the requesting party as a person entitled to access when private or confidential data is requested. Identity can be established through personal knowledge, presentation of photo identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

**4.4 Time Limits.** Requests will be received and processed at City Hall only during normal business hours. Access to the data will be provided as soon as is reasonably possible. Data requested by the individual data subject will be provided within 10 days of the date of the request, excluding Saturdays, Sundays and legal holidays if an immediate response is not possible.

**4.5 Fees.** Fees will be charged in the same manner as for public information and are summarized in Exhibit 2.

**4.6 Summary Data.** The term summary data refers to statistical records and reports derived from data on individuals but which does not identify an individual by name or reveal any other characteristic that could uniquely identify an individual. Summary data derived from private or confidential data is public. The Responsible Authority will prepare summary data upon request, if the request is in writing and the requesting party pays for the cost of preparation. The Responsible Authority must notify the requesting party about the estimated costs and collect these costs before preparing or supplying the summary data. This should be done within 10 days after receiving the request. If the summary data cannot be prepared within 10 days, the Responsible Authority must notify the requester of the anticipated time schedule and the reason for the delay.

Summary data may be prepared by "blacking out" personal identifiers, cutting out portions of the records that contain personal identifiers, creating a spreadsheet, programming computers to delete personal identifiers, or other reasonable means.

The Responsible Authority may ask an outside agency or person to prepare the summary data if: (1) the specific purpose is given in writing; (2) the agency or person agrees not to disclose the private or confidential data; and (3) the Responsible Authority determines that access by this outside agency or person will not compromise the privacy of the private or confidential data. (Exhibit 4)

**4.7 Records of Minors and Incapacitated Persons** as defined in Minnesota Statutes Section 524.5-102, subdivision 6. The following applies to private (not confidential) data about people under the age of 18 and about those persons who are incapacitated as defined by Minnesota Statutes Section 524.5-102, subdivision 6.

**4.7(a) Parent/Guardian Access.** In addition to the people listed above who may have access to private data, a parent may have access to private information about a minor or incapacitated person. For the purposes of these procedures, a “Parent” shall include guardians and individuals acting as parents or guardians in the absence of parents or guardians. A parent is presumed to have this right unless the minor has requested the Responsible Authority to withhold the data and withholding the data would be in the best interest of the minor, or unless the Responsible Authority has been given evidence that there is a state law, court order, or other legally binding document, that restricts the parent’s exercise of this right.

**4.7(b) Notice to Minor and Incapacitated Persons.** Before requesting private data from minors or incapacitated persons, City personnel must notify the minors and incapacitated persons that they may request that the information not be given to their parent or guardian(s). (Exhibit 5)

**4.7(c) Denial of Parent or Guardian Access.** The Responsible Authority may deny parent or guardian access to private data when the individual requests this denial and the Responsible Authority determines that withholding the data would be in the best interest of the individual. The request from the individual must be in writing, stating the reasons for the request. In determining the best interest of the individual, the Responsible Authority will consider:

**4.7(c)1** Whether the individual is of sufficient age and maturity to explain the reasons and understand the consequences;

**4.7(c)2** Whether denying access may protect the individual from physical or emotional harm;

**4.7(c)3** Whether there are reasonable grounds to support the individual’s reasons; and

**4.7(c)4** Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent or guardian would seriously jeopardize the health of the individual.

The Responsible Authority may also deny parental access without a request from the juvenile or incapacitated person under Minnesota Statutes Section 144.335, or under any other state or federal statute that allows or requires denial of parental access and that provides standards for denying parental access.

**5.0 Access to Private and Confidential Data on Decedents.** Private data on decedents means data which, prior to the death of the data subject, were classified by statute, federal law, or temporary classification as private data. Confidential data means data which, prior to the death of the data subject, were classified by statute, federal law, or temporary classification as

confidential data. A list of the private and confidential information maintained by the City is contained in Appendix A. Information about individuals who are deceased will be treated the same as data that is about individuals who are living except:

**5.0(a)** Private and confidential data on decedents will become public data 10 years after the death of the data subject **and** 30 years after the creation of the data in accordance with Minnesota Statutes Section 13.10, subdivision 2. An individual is presumed dead if either 90 years have elapsed since the creation of the data or 90 years have elapsed since the individual's birth, whichever is earlier, except that an individual is not presumed to be dead if the Responsible Authority has information readily available to it indicating the individual is still living.

**5.0(b)** A representative of the decedent may exercise the rights that the decedent could have exercised as a living individual. A "representative of the decedent" means a personal representative of the estate of the decedent during the period of administration, or if no personal representative has been appointed or after discharge, the surviving spouse, any child of the decedent, or, if there is no surviving spouse or children, the parents of the decedent.

**6.0 Access to Data not on Individuals.** Information not about individuals is classified by law as public, nonpublic, and protected nonpublic. Information that is not about individuals will generally be treated the same as data about individuals. Nonpublic and protected nonpublic information, except for security information, becomes public either 10 years after it was created by the City or 10 years after the data was received or collected by the City unless the Responsible Authority reasonably determines that if the information was made public or made available to the data subject that the harm to the public or the data subject would outweigh the benefit to the public or the data subject.

**6.1 People Entitled to Access.**

**6.1(a) Public** information not about an individual may be shown to anyone. Copyrighted documents will not be reproduced or photocopied without express written permission from the copyright holder. (Exhibit 7)

**6.1(b) Nonpublic** information not about an individual may be shown or given to:

**6.1(b)1** An authorized representative of the subject entity of the data, but only once every six months, unless a dispute has arisen or additional data has been collected.

**6.1(b)2** A person who has been given access by the express written consent of the authorized representative of the entity which is the subject of the data. (Exhibit 6)

**6.1(b)3** People who are authorized access by federal or state law or by court order.

**6.1(b)4** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

**6.1(c) Protected Nonpublic** information may not be given to the authorized representative of the entity, but may be given or shown to:

**6.1(c) 1** People who are authorized access by federal or state or by court order.

**6.1(c) 2** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

**6.2 Form of Request.** Any person may request data verbally or in writing. Data will be released depending on whether or not the City has stored the data requested and whether the data is classified as public, nonpublic, protected nonpublic or is copyrighted.

All requests to view or receive a reproduction of nonpublic or protected nonpublic information must be made in writing in order to verify identity. All requests to receive a reproduction of copyrighted public, nonpublic or protected nonpublic information must be made in writing in order to determine if the request for copyrighted material qualifies for release under copyright law of the United States (Title 17, United States Code.) The Responsible Authority will provide a form (Exhibit 3) to document the requesting party's identity, the information requested, and the City's response; however, any person may request data verbally or in writing as long as the request includes documentation of the requesting party's identity and a detailed description of the information requested.

**6.3 Identification of Requesting Party.** The Responsible Authority must verify the identity of the requesting party as a person entitled to access when non-public or protected nonpublic data is requested. The Responsible Authority must also verify the identity of the requesting party as a person entitled to access when copies of copyrighted private, non-public, or protected nonpublic data is requested. Identity can be established through personal knowledge, presentation of photo identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

**6.4 Time Limits.** Requests will be received and processed at City Hall only during normal business hours. The response must be immediate, if possible, or prompt and reasonable, if an immediate response is not possible.

**6.5 Fees.** Fees will be charged in the same manner as for public information and are summarized in Exhibit 2.

**6.6 Accessibility of Records.** Upon request by an individual, records must be made available within a reasonable time period to persons with disabilities in a manner consistent with state and federal laws prohibiting discrimination against persons with disabilities. Reasonable modifications must be made in any policies, practices and

procedures that might otherwise deny equal access to records to individuals with disabilities. This requirement does not apply to (1) technology procured or developed prior to January 1, 2013, unless substantially modified or substantially enhanced after January 1, 2013 or (2) records that cannot be reasonably modified to be accessible without an undue burden as defined in Minnesota Statutes Section 16E.015, subdivision 4 to the public entity or (3) except as otherwise provided in Minnesota Statutes Chapter 16E.

**7.0 Temporary Classification.** If the Responsible Authority determines information not expressly classified by law should be protected, the Responsible Authority may apply to the Commissioner of Administration for permission to classify information as private, confidential, nonpublic or protected nonpublic for its own use and for the use of other governmental entities on a temporary basis. The application and the classification of the information shall be in accordance with Minnesota Statutes Section 13.06.

**8.0 Denial of Access.** If the Responsible Authority determines that the requested data is not accessible to the requesting party, the Responsible Authority must inform the requesting party verbally at the time of the request or in writing as soon after that as possible. The Responsible Authority must give the specific legal authority, including statutory section, for withholding the data. The Responsible Authority must place a verbal denial in writing upon request. This must also include the specific legal authority for the denial.

**9.0 Collection of Data on Individuals.** The collection and storage of information about individuals will be limited to that necessary for the administration and management of the programs specifically authorized by the state legislature, City Council, or federal government.

**9.1 Tennesen Warning.** When an individual is asked to supply private or confidential information about the individual, the City employee requesting the information must give the individual a Tennesen Warning. (Exhibit 8; Exhibit 9)

**9.1(a)** This warning must contain the following:

**9.1(a)1** The purpose and intended use of the requested data;

**9.1(a)2** Whether the individual may refuse or is legally required to supply the requested data;

**9.1(a)3** Any known consequences from supplying or refusing to supply the information; and

**9.1(a)4** The identity of other persons or entities authorized by state or federal law to receive the data.

**9.1(b)** A Tennesen Warning is not required when:

**9.1(b)1** An individual is requested to supply investigative data to a law enforcement officer;

**9.1(b)2** The data subject is not an individual (e.g., the data subject is a corporation or partnership);

**9.1(b)3** The data subject offers information that has not been requested by the City;

**9.1(b)4** The information requested from the individual is about someone else;

**9.1(b)5** The City receives information about the subject from someone else; or

**9.1(b)6** The information requested from the subject is classified as public data.

**9.1(c)** A Tennessee Warning may be on a separate form (Exhibit 9) or may be incorporated into the form which requests the private or confidential data.

**9.1(d) Collection of Data on Individuals through the Use of the City's Computer.** When an individual gains access to government information or services through the City's computer, the City may create, collect, or maintain electronic access data or use its computer to install a cookie on an individual's computer. The City must inform individuals gaining access to the City's computer of the creation, collection, or maintenance of electronic access data or the City's use of cookies before requiring the individual to provide any data about the individual to the City. As part of that notice, the City must inform the individual how the data will be used and disseminated. Notwithstanding an individual's refusal to accept a cookie on its computer, the City must allow the individual to gain access to data or information, transfer data or information, or use government services by means of the City's computer. The provisions of this section do not apply to a cookie temporarily installed by the City on a person's computer during a single session on or visit to the City's web site if the cookie is installed only in a computer's memory and is deleted from the memory when the web site browser or application is closed.

**9.2 Data Quality Procedures.** The City is required to establish procedures to ensure that data on individuals are accurate, complete and current. The Responsible Authority shall work with employees that collect, use, or disseminate data on individuals to implement the following procedures:

**9.2(a)** At the time that data is collected from the individual data subject, the individual should be advised of his or her right to review and contest the accuracy or completeness of public or private data concerning him/herself.

**9.2(b)** An individual data subject should be encouraged to review his/her file for accuracy, completeness and currency.

**9.2(c)** Whenever possible and practical, collect data about an individual from the individual subject of the data rather than from third parties (e.g., birthdate, address,

etc.). (This directive does not prohibit employees from collecting data from third parties.)

**9.2(d)** Design forms to collect objective types of data elements whenever possible, rather than data which calls for an opinion or conclusion or other subjective entry. Forms for the collection of data on individuals should request only necessary data.

**9.2(e)** Department heads should periodically review forms used to collect data on individuals. Data elements that are not necessary or that lend themselves to ambiguity or subjectivity should be removed and the forms redesigned.

**9.2(f)** Department heads should periodically conduct quality/validity checks on sample case files that contain data on individuals.

## **10.0 Data Accuracy, Currency and Completeness.**

**10.1 Challenge to Data Accuracy or Completeness.** An individual who is the subject of public or private data may contest the accuracy or completeness of that data maintained by the City of which he or she is the subject. "Accurate" means the data are reasonably correct and free from error. "Complete" means the data describe all of the subject's transactions with the City in a reasonable way.

To challenge the accuracy or completeness of data, the individual must notify the City's Responsible Authority in writing describing the nature of the disagreement. The statement should describe why or how the data are inaccurate or incomplete and should also state what the individual wants the City to do to make the data accurate or complete. Within 30 days, the Responsible Authority or designee must respond and either (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual, or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data. The Responsible Authority should provide the data subject with a written statement that informs the data subject of the right to appeal and should also provide a copy of Minnesota Rules Part 1205.1600.

An individual who is dissatisfied with the Responsible Authority's action may appeal to the Commissioner of the Minnesota Department of Administration, using the contested case procedures under Minnesota Statutes Chapter 14. The Responsible Authority will correct any data if so ordered to do so by the Commissioner.

**10.2 Employee Accuracy.** All City employees will be requested, and given appropriate forms, to annually provide updated personal information to the Responsible Authority, as necessary for tax, insurance, emergency notification, and other personnel purposes. Other individuals who provide private or confidential information will also be encouraged to provide updated information when appropriate.

**10.3 Review.** Department heads should periodically review forms used to collect data on individuals to delete items that are not necessary and to clarify items that may be ambiguous. All records must be disposed of according to the City's records retention schedule.

**City of St. Francis**  
**Policy on Ensuring the Security of Not Public Data**  
**and Breach in Security Procedures**

**I. Purpose**

The purpose of this policy is to outline expectations regarding the appropriate access to not-public data by public employees. “Not-public data” is defined as any government data classified by law as confidential, private, non-public, or protected non-public. Common examples of not-public data may include the name of a person who has signed up for a City newsletter, some law enforcement data, and certain personnel data.

City employees are required to sign a Data Practices Policy Acknowledgement Form indicating they have reviewed and understand the contents of this policy. Employee access to not-public data is limited to those individuals whose work responsibilities reasonably require access to the data.

**II. Legal Requirement**

The adoption of this policy by the City of St. Francis (City) satisfies the requirement in Minnesota Statute §13.05, Subdivision 5, to establish procedures ensuring appropriate access to not-public data. By incorporating employee access to not-public data into the City’s data inventory (required by Minnesota Statute §13.025, subd. 1), this policy limits access to not-public data to employees whose work assignment reasonably requires access.

All questions regarding this policy should be directed to the City’s Data Practices Compliance Official:

Barb Held  
City Clerk  
City of St. Francis  
23340 Cree Street NW  
St. Francis, MN 55070  
**Phone:** 763-235-2302  
**Fax:** 763-753-9881  
bhheld@stfrancismn.org

**III. Data Inventory**

A data inventory has been created and maintained by the City which identifies and describes all not-public data on individuals. As part of this inventory, a list of not-public data is maintained along with position titles of department heads and generally their designed employees whose work assignment reasonably requires access. In the event a temporary duty is assigned by a

supervisor to another employee, that individual may access to certain not-public data, for as long as the work is assigned to the employee.

In addition to the employees listed in the data inventory, the responsible Authority, the Data Practices Compliance Official, the City Administrator, senior management employees, and the City Attorney may have access to all not-public data maintained by the City if necessary for specified duties. Any access to not-public data will be strictly limited to the data necessary to complete the work assignment.

### **A. Security**

All not public data will be stored in files or databases which are not readily accessible to individuals who are not authorized to access the data. The files and databases shall be secured during hours when the offices are closed. Security shall include:

1. Storing not public data only in City offices, except when necessary for City business.
2. Assigning appropriate security roles, limiting access to appropriate shared network drives, and implementing password protections for not public electronic data.
3. Password protecting employee computers and locking computers before leaving workstations.
4. Securing not public data within locked work spaces and in locked file cabinets.
5. Shredding not public documents before disposing of them.

### **B. Employee Access**

Only those employees whose job responsibilities require them to have access will be allowed access to files and records that contain not public data. Within the City of St. Francis, department heads may assign tasks by employee or by job classification. The responsible authority, in conjunction with department heads and employee supervisors shall determine which employee's job responsibilities require them to have access to not public data. If a department maintains not public data that all employees within such department do not have a work assignment allowing access to the data, the department will ensure that the not public data are secure. This policy also applies to departments that share workspaces with other departments within the City where not public data are maintained.

In the event of a temporary duty assigned by a manager or supervisor, an employee may access certain not public data for as long as the work is assigned to the employee.

The responsible authority or designee and department heads may have access to all not public data maintained by the City if necessary for specified duties. Any access to not public data will be strictly limited to the data necessary to complete the work assignment.

Employees with access to not public data will be instructed to:

1. Not discuss, disclose or otherwise release private or confidential data to City employees whose job responsibilities do not require access to the data;
2. Not leave private or confidential data where non-authorized individuals might see it;
3. Secure not-public data within locked work spaces and in locked file cabinets;
4. Password protect employee computers and locking computers before leaving workstations;
5. Shred private or confidential data before discarding, or dispose through confidential locked recycling.

When a contract with an outside party requires access to private or confidential information, the contracting party will be required to use and disseminate the information consistent with the Act.

#### **C. Data Sharing with Authorized Entities or Individuals**

State or federal law may authorize the sharing of not public data in specific circumstances. Not public data may be shared with another entity if a federal or state law allows or mandates it. Individuals will have notice of any sharing in applicable Tennessee warnings (see Minn. Stat. § 13.04) or the City will obtain the individual's informed consent. Any sharing of not public data will be strictly limited to the data necessary or required to comply with the applicable law.

#### **D. Penalties for Unlawfully Accessing Not Public Data**

The City will utilize the penalties for unlawful access to not public data as provided for in Minnesota Statutes, section 13.09, if necessary. Penalties include suspension without pay, dismissal, or referring the matter to the appropriate prosecutorial authority who may pursue a criminal misdemeanor charge.

### **IV. Breach in Security of Data**

#### **A. Application**

This section applies to breaches of the security of not public data maintained by or on behalf of the City of St. Francis. The responsible authority will implement and oversee these procedures and may delegate responsibilities to other City personnel as appropriate.

#### **B. Definitions**

For purposes of this section the definitions in Minn. Stat. § 13.055 shall apply.

### **C. Reporting a Suspected Breach**

Any person who knows of or reasonably believes that a breach of the security of not public data has occurred shall immediately report the breach to the responsible authority, and, if they are a City employee or contractor, to their supervisor. City employees who report a breach under this policy shall not be subject to retaliation.

### **D. Response to Suspected Breach**

Upon the report of a suspected breach, the responsible authority shall take any and all actions necessary to secure the data and to protect the data from continued or repeated breach and shall conduct a preliminary internal assessment of the scope of the breach.

If the breach is suspected on a City computing system that contains or has network access to not public data, the responsible authority shall consult with City IT representatives and consider control measures including but not limited to removing the computing system from the City network.

### **E. Determination of Breach**

The responsible authority, in conjunction with the City Attorney, shall determine whether a breach has occurred. Due consideration should be given to the potential for damage to individuals if no breach is determined and notice is not provided.

### **F. Notice**

1. **Notice.** If it is determined that a breach has occurred, the responsible authority shall provide notice to all data subjects affected by the breach. The responsible authority, in conjunction with the City Attorney, shall determine whether notice is required to be provided and to whom such notice is to be provided. At a minimum, individuals shall be notified if their private or confidential data was, or is reasonably believed to have been, acquired by an unauthorized person. If specific individuals cannot be identified, notice should be sent to groups of individuals likely to have been affected, such as all whose information is stored in the database or files involved in the breach.

Appropriate measures should also be taken to prevent notice lists from being over-inclusive. The form of notice to be provided is attached hereto as Appendix B.

2. **Timing.** Notice shall be provided to all affected data subjects without unreasonable delay, subject to a) the legitimate needs of a law enforcement agency; and b) any measures necessary to determine the scope of the breach and restore the reasonable security of the data. Immediate notification may be appropriate in the event of a breach that could have immediate deleterious impact on individuals whose data may have been acquired by an unauthorized person.

3. **Content.** The notice shall generally include the following information:

- (a) A general description of what happened, and when, to the extent known.
- (b) The nature of the individual's private or confidential information that was involved (not listing the specific private/confidential data).
- (c) Information about what the City has done to protect the individual's private/confidential information from further disclosure.
- (d) City assistance (such as website information or phone number of a city resource) for further information about the incident.
- (e) Information, such as web sites, about what individuals can do to protect themselves against identity theft including; contact information for nationwide credit reporting agencies; the Federal Trade Commission and appropriate state agency resources, as applicable.
- (f) Information that a report will be prepared under Section I, below, how the individual may obtain access to the report, and that the individual may request delivery of the report by mail or email.

4. **Method.** Notice under this section may be provided by one of the following methods:

- (a) Written notice by first class mail to each affected individual;
- (b) Electronic notice to each affected individual, if the notice provided is consistent with the provisions regarding electronic records and signatures as set forth in United States Code, title 15, section 7001; or
- (c) Substitute notice, if the City demonstrates that the cost of providing the written notice required by paragraph (a) would exceed \$250,000, or that the affected class of individuals to be notified exceeds 500,000, or the City does not have sufficient contact information. Substitute notice consists of all of the following:
  - (i) E-mail notice if the City has an e-mail address for the affected individuals;
  - (ii) Conspicuous posting of the notice on the Web site page of the City if the City maintains a Web site; and
  - (iii) Notification to major media outlets that reach the general public within the City's jurisdiction.

#### **G. Contacting Law Enforcement**

The responsible authority, in conjunction with the City Attorney, shall determine if it is appropriate to contact law enforcement in relation to any breach or suspected breach. Information may be shared with law enforcement consistent with applicable data privacy laws. If law enforcement is contacted, it should be informed of the City's practice to provide notice to affected individuals. If law enforcement advises that such notice would impede an active criminal investigation, notice may be delayed. Delayed notice should be sent out as soon as law enforcement advises that it would no longer impede the criminal investigation.

#### **H. Coordination with Credit Reporting Agencies**

If notice is required to be given to 1,000 or more individuals at one time, the City shall notify, without unreasonable delay, all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis as defined in 15 U.S.C. Sect. 1681a, of the timing, distribution and content of the notice to be sent. Such contacts shall include but not be limited to the following:

- Equifax:  
U.S. Consumer Services  
Equifax Information Services, LLC.  
Phone: 1-800-525-6285

- Experian:  
Experian Security Assistance  
P.O. Box 72  
Allen, TX 75013  
1-888-397-3742

- TransUnion:  
Phone: 1-800-680-7289

#### **I. Report**

Upon completion of an investigation into any breach in the security of data and final disposition of any disciplinary action under Minn. Stat. § 13.43, including exhaustion of all rights of appeal under any applicable collective bargaining agreement, the responsible authority shall prepare a report on the facts and results of the investigation. If the breach involves unauthorized access to or acquisition of data by an employee, contractor, or agent of the government entity, the report must at a minimum include:

1. A description of the type of data that were accessed or acquired;
2. The number of individuals whose data was improperly accessed or acquired;
3. If there has been final disposition of disciplinary action for purposes of Minn. Stat. § 13.43, the name of each employee determined to be responsible for the unauthorized access or acquisition, unless the employee was performing duties under Minn. Stat. ch. 5B;

4. The final disposition of any disciplinary action taken against each employee in response.

#### **J. Documentation**

The responsible authority or designee must document each reported breach, regardless of whether notice is given. Documentation should be completed at the time of the initial report or as soon thereafter as practical.

Where appropriate, all documentation related to the breach and investigation shall be labeled and maintained as not public pursuant to the applicable data privacy classification including, but not limited to, "security information" as defined by Minn. Stat. § 13.37. Subd. 1(a). The documentation shall be retained by the responsible authority in accordance with the applicable records retention policy.

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**EXHIBIT 1**  
**LIST OF DESIGNEES**

The Minnesota Data Practices Act establishes a system for compilation and distribution of data gathered by government agencies. All data collected and maintained by the City of St. Francis (the "City") is presumed public and is accessible to the public for both inspection and copying, unless classified as Private, Confidential, Nonpublic or Protected Nonpublic in accordance with Federal law, State Statute or a temporary classification.

The City has appointed the following position to administer this system.

Responsible Authority:

Joe Kohlmann  
City Administrator  
City of St. Francis  
23340 Cree Street NW  
St. Francis, MN 55070  
**Phone:** 763-235-2301  
**Fax:** 763-753-9881  
jkohlmann@stfrancismn.org

The Data Compliance Official:

Barb Held  
City Clerk  
City of St. Francis  
23340 Cree Street NW  
St. Francis, MN 55070  
**Phone:** 763-235-2302  
**Fax:** 763-753-9881  
bheld@stfrancismn.org

Positions appointed as designees are as follows:

Public Works/Utility Records:

Paul Teicher, Public Works Director

Finance Records

Darcy Mulvihill, Finance Director

Fire Department Records:

Matt Kohout, Fire Chief

Planning and Community

Development Records:

Nate Sparks, City Planner

Bottle Shop Records:

John Schmidt, Manager

Police Records :

Jeff Harapat, Police Chief

Building Records:

Andy Schreder , Building Official

## EXHIBIT 2

### Photocopying Charges

<b>Regular Photocopy Charge*</b>	<b>\$.25 per page**</b>
(if 100 or fewer pages of black and white \$.05 per page for additional letter or legal size paper copies are requested) copies of the same document	
<b>Special Copy Charge Actual Cost*</b>	
(charged in all other circumstances, including requests to provide data electronically or by facsimile)	

\* the "actual cost" means the cost of any materials (paper, copier ink, staples, CDs/DVDs, video/audio tapes, etc.), any special costs associated with making copies from computerized data, such as writing or modifying a computer program to format data, any mailing costs and any vehicle costs directly involved in transporting data to the appropriate facility when necessary to provide copies. In addition, "actual cost" also includes City staff time spent making, certifying and compiling the copies (when requested by the data subject). For requests by anyone other than the data subject, the "actual cost" also includes City staff time spent retrieving the data to be copied, sorting and labeling the documents (if this is necessary to identify what is to be copied), removing staples or paper clips, taking documents to the copier for copying as well as making, certifying and compiling the copies. Labor costs are never charged for separating public from not public data.

\*\*With the exception of patient health records maintained by the City in the course of providing its ambulance service. The City will charge the amounts set forth in Minnesota Statutes Section 144.292, subdivision 5 for these records OR the charges set forth in this Exhibit. The amount to be charged by the City will be whichever results in a lesser charge.

<b>Document Charge</b>	<b>Fee as established in the City fee schedule</b>
(charged for certain frequently requested documents, such as zoning codes, maps, etc.)	

**EXHIBIT 3**  
**INFORMATION DISCLOSURE REQUEST FORM**

**EXHIBIT 4**  
**GOVERNMENT DATA ACCESS AND NONDISCLOSURE AGREEMENT**

1. **AUTHORIZATION.** City of St. Francis ("City") hereby authorizes \_\_\_\_\_, ("Authorized Party") access to the following government data: \_\_\_\_\_

2. **PURPOSE.** Access to this government data is limited to the objective of creating summary data for the following purpose: \_\_\_\_\_

3. **COST.** (Check all that apply):

The Authorized Party has been requested by the City to prepare summary data and will be paid in accordance with City policy. The estimated total is: \$ \_\_\_\_\_.

\_\_\_\_\_ is the person who requested the summary data and agrees to bear the City's costs associated with the preparation of the data which has been estimated to be \$ \_\_\_\_\_.

\_\_\_\_\_  
Signature of Requestor

\_\_\_\_\_  
Date

4. **SECURITY.** The Authorized Party agrees that it and any employees or agents under its control must protect the privacy interests of individual data subjects in accordance with the terms of this Agreement.

The Authorized Party agrees to remove all unique personal identifiers which could be used to identify any individual from data classified by state or federal law as not public which is obtained from City records and incorporated into reports, summaries, compilations, articles, or any document or series of documents.

Data contained in files, records, microfilm, or other storage media maintained by the City are the City's property and are not to leave the City's custody. The Authorized Party agrees not to make reproductions of any data or remove any data from the site where it is provided, if the data can in any way identify an individual.

No data which is not public and which is irrelevant to the purpose stated above will ever be disclosed or communicated to anyone by any means.

The Authorized Party warrants that the following named individual(s) will be the only person(s) to participate in the collection of the data described above:

\_\_\_\_\_

Complete Name (Printed)

\_\_\_\_\_

Title

5. **LIABILITY FOR DISCLOSURE.** The Authorized Party is liable for any unlawful use or disclosure of government data collected, used and maintained in the exercise of this agreement and is classified as not public under state or federal law. The Authorized Party understands that it may be subject to civil or criminal penalties under those laws. The Authorized Party agrees to defend, indemnify, and hold the City, its officials and employees harmless from any liability, claims, damages, costs, judgments, or expenses, omission of the Authorized Party's failure to fully perform in any respect all obligations under this agreement.

6. **INSURANCE.** In order to protect itself as well as the City, the Authorized Party agrees at all times during the term of this Agreement to maintain insurance covering the Authorized Party's activities under this Agreement. The insurance will cover \$1,500,000 per claimant for personal injuries and/or damages and \$1,500,000 per occurrence. The policy must cover the indemnification obligation specified above.

7. **ACCESS PERIOD.** The Authorized Party may have access to the information described above from \_\_\_\_\_ to \_\_\_\_\_.

8. **ACCESS RESULTS.** A copy of all reports, summaries, compilations, articles, publications or any document or series of documents that are created from the information provided under this agreement must be provided to the City. The Authorized Party may retain one copy of the summary data created for its own records but may not disclose it without City permission, except in defense of claims brought against it.

**AUTHORIZED PARTY:** \_\_\_\_\_

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

Title (if applicable): \_\_\_\_\_

**REQUESTOR OF SUMMARY DATA:** \_\_\_\_\_

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

Title (if applicable): \_\_\_\_\_

**CITY OF ST. FRANCIS:**

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

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

**EXHIBIT 5**  
**NOTICE TO PERSONS UNDER AGE 18**

Some of the information you are asked to provide is classified as private under State law. You have the right to request that some or all of the information not be given to one or both of your parents/legal guardians. Please complete the form below if you wish to have information withheld.

Your request does not automatically mean that the information will be withheld. State law requires the City to determine if honoring the request would be in your best interest. The City is required to consider:

- \* Whether you are of sufficient age and maturity to explain the reasons and understand the consequences,
- \* Whether denying access may protect you from physical or emotional harm,
- \* Whether there is reasonable grounds to support your reasons, and
- \* Whether the data concerns medical, dental, or other health service provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize your health.

NOTICE GIVEN TO: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(name) (title)

REQUEST TO WITHHOLD INFORMATION  
I request that the following information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Be withheld from: \_\_\_\_\_

For these reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT 6  
CONSENT TO RELEASE PRIVATE DATA**

I, \_\_\_\_\_, authorize the City of St. Francis ("City") to  
(print name)  
release the following private data about me:

\_\_\_\_\_  
to the following person(s) or entity(ies):

\_\_\_\_\_  
The person(s) or entity(ies) receiving the private data may use it only for the following purpose  
or purposes:

\_\_\_\_\_  
This authorization is dated \_\_\_\_\_ and expires on \_\_\_\_\_.

**I understand that my records are protected under state privacy regulations and cannot be disclosed without my consent unless otherwise provided for by law. I also understand that I may cancel this consent at any time prior to the information being released and that in any event this consent expires automatically one year after signing. By signing this document, I give my full and voluntary consent to the City to release the above-listed data to the persons identified in this release, and I waive any and all claims against the City for the disclosure of private data about me in accordance with this document.**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Signature of parent or guardian  
(if data subject is under 18 years of age)

**IDENTITY VERIFIED BY:**

- Witness:** x \_\_\_\_\_
- Identification:** Driver's License, State ID, Passport,  
**other:** \_\_\_\_\_
- Comparison with signature on file**
- Other:** \_\_\_\_\_

**Responsible Authority/Designee:** \_\_\_\_\_



**EXHIBIT 8**  
**SAMPLE DATA PRACTICES ADVISORY**  
**(Tennessee Warning)**

Some or all of the information that you are asked to provide on the attached form is classified by State law as either private or confidential. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information  
is: \_\_\_\_\_

You \_\_\_ are/ \_\_\_ are not/ legally required to provide this information.

If you refuse to supply the information, the following may happen:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other persons or entities authorized by law to receive this information are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 9**

**City of St. Francis  
Tennessee Warning Form**

**It is the City of St. Francis's responsibility to inform potential employees of their privacy rights. Please carefully read the Tennessee Warning provided below. Sign and date the form and return it with your application. Your signature indicates that you have received information regarding your rights as they pertain to the Minnesota Government Data Practices Act.**

In accordance with the Minnesota Government Data Practices Act, the City of St. Francis is required to inform you of your rights as they relate to the private information collected from you. Private data is information that is available to you, but not to the public; the personal information we collect about you is private. Minnesota State Statutes 13.04 and 13.43 are two sections that govern what affects you as an applicant for employment at the City of St. Francis. All data collected is considered private except for the following:

1. Your Veteran's status;
2. Relevant test scores;
3. Your job history;
4. Your education and training; and
5. Your work availability.

Your name is considered to be private information; however, if you are selected to be interviewed as a finalist, your name becomes public information.

The data supplied by you may be used for such other purposes as may be determined to be necessary in the administration of personnel policies, rules, and regulations of the City of St. Francis. Furnishing social security numbers is voluntary for applicants to the City of St. Francis, but refusal to supply other requested information would mean that your application for employment might not be considered.

Private data is available only to you, appropriate City employees, and others as provided by state and federal laws who have a bona fide need for the data. Public data is available to anyone requesting it and consists of all data furnished in the application for employment that is not designated in this notices as private data.

The information you give about yourself is needed to identify you and to assist the City of St. Francis in determining your suitability for the position for which you are applying.

I have read and understand the information given above regarding the Minnesota Data Practices Act.

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Applicant Signature

---

Date

**EXHIBIT 10**  
**SAMPLE CONTRACT PROVISION**

Data Practices Compliance. Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligation under this contract. Contractor acknowledges that, pursuant to Minnesota Statutes Section 13.05, subdivision 11, all of the data created, collected, received, stored, used, maintained or disseminated by Contract in performing the contract are subject to the requirements of the Minnesota Government Data Practices Act (the "Act"), Minnesota Statutes Chapter 13. Contractor is required to comply with the requirements of the Act as if it were a government entity. Contractor acknowledges that the remedies provided in Minnesota Statutes Section 13.08 apply to Contractor with respect to such data. Contractor will notify the City of all requests for data that Contractor receives. Contractor agrees to defend and indemnify the City from any claim, liability, or damage that result from Contractor's violation of the Act or this section of the contract. Upon termination of this contract, Contractor agrees to return data to the City as requested by the City. The obligations of this section of the contract, including the obligation to defend and indemnify the City, shall survive the termination of this Contract and shall continue so long as the data exists.

## EXHIBIT 11

### Building Permit/Plans DATA PRACTICES ADVISORY

You may be required to submit building plans with your building permit application so that the City of St. Francis can determine whether or not your building permit application should be approved. If you do not submit plans when they are required, your building permit will not be approved. The Minnesota Government Data Practices Act establishes a presumption that all government data are public and are accessible by the public for both inspection and copying unless there is a federal law, a state statute, or a temporary classification of data that provides that certain data are not public. Minnesota Statutes Section 13.01 defines “government data” as being all data collected, created, received, maintained, or disseminated by the City.

The Government Data Practices Act allows building plans to be classified as non-public ONLY if they contain the following information:

Security information defined by Minnesota Statutes Section 13.37 as being “government data the disclosure of which the responsible authority determines would be likely to substantially jeopardize the security of information, possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury.”

AND / OR

Trade Secret information defined by Minnesota Statutes Section 13.37 as being “government data, including a formula, pattern, compilation, program, device, method, technique or process (1) that was supplied by the affected individual or organization, (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy, and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.”

Building plans submitted to the City are generally public information and will be presumed to be available for copying and release to the public. If you hold a copyright to the plans and do not want them copied for the public, then you will need to indicate as such below. Also, if you believe that your building plans qualify for the classification of nonpublic data you must provide documentation verifying your claim. The responsible authority for the City of St. Francis will determine whether or not the plans qualify for nonpublic data classification within 10 business days of the request.

Building plans and related documents submitted to the City are presumed to be public and by submitting them and signing this document you are expressly giving permission to the City to make copies for the City’s use and to make available to the public upon request unless you indicate otherwise as follows:

\_\_\_\_\_ **The building plans I have submitted contain SECURITY INFORMATION as defined by Minn. Stat. § 13.37, subd. 1 (a) and are to be treated as protected nonpublic data.** I understand I must provide an explanation (below) to support my claim that the information I am providing constitutes security information under law.

\_\_\_\_\_ **The building plans I have submitted contain TRADE SECRET INFORMATION as defined by Minn. Stat. § 13.37, subd. 1 (b) and are to be treated as protected nonpublic data.** I understand I must provide an explanation (below) to support my claim that the information I am providing constitutes trade secret information under law.

\_\_\_\_\_ **The building plans I have submitted are COPYRIGHTED under and protected by the Federal Copyright Act and I do not give permission for them to be copied for release to the public.** However, I understand the plans are considered public information under Minnesota law and may be viewed by the public.

Explanation:

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\_\_\_\_\_  
Name of Applicant (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Property address

\_\_\_\_\_  
Contact Address Contact

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Contact E-mail Address

## APPENDIX A

### PRIVATE AND CONFIDENTIAL DATA MAINTAINED BY THE CITY OF ST. FRANCIS

The list of data types is divided into the following categories: General; Administration; Community Development; Personnel; and Public Safety. The categories are provided only for convenience in locating types of data; inclusion in any particular category is not intended to indicate an exclusive location for that data type. (E.g., data listed under Personnel may be physically located in more than one City department.)

#### GENERAL

##### **Audit Data (provided by State Auditor)**

CLASSIFICATION(S): Protected Nonpublic / Confidential

GOVERNING STATUTE: Minn. Stat. § 6.715, subd. 5

DESCRIPTION OF DATA: Data relating to an audit, examination or investigation performed by the state auditor. Data provided by the state auditor for purpose of review and verification must be protected from unlawful disclosure.

EMPLOYEE ACCESS: City Administrator, Finance Director, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

##### **Business Data**

CLASSIFICATION(S): Private/Nonpublic/Public

GOVERNING STATUTE: Minn. Stat. § 13.591

DESCRIPTION OF DATA: Data submitted to the City by a business requesting financial assistance or benefits financed by public funds are private or nonpublic data. The data becomes public when public financial assistance is provided or the business receives a benefit from the City, except that business plans, income and expense projections not related to the financial assistance provided, customer lists, income tax returns, and design, market and feasibility studies not paid for with public funds remain private or nonpublic.

EMPLOYEE WORK ACCESS: City Administrator, City Clerk, City Planner, EDA Director, Revolving Loan Committee members, and certain employees on an as needed basis as part of specific work assignments.

##### **City Attorney Records**

CLASSIFICATION(S): Confidential

GOVERNING STATUTE: Minn. Stat. § 13.393

DESCRIPTION OF DATA: The use, collection, storage, and dissemination of data by the city attorney are governed by statutes, rules, and professional standards concerning discovery, production of documents, introduction of evidence, and professional responsibility. Data which is the subject of attorney-client privilege is confidential. Data which is the subject of the "work product" privilege is confidential.

EMPLOYEE WORK ACCESS: City Administrator, City Clerk, City Planner, Chief of Police, Fire Chief, Finance Director, Building Official, Public Works Director, and certain employees on an as needed basis as part of specific work assignments.

**Civil Investigative Data**

CLASSIFICATION(S): Confidential/Protected Nonpublic/Not public/Public

GOVERNING STATUTE: Minn. Stat. § 13.39

DESCRIPTION OF DATA: Data collected as part of an active investigation undertaken to commence or defend pending civil litigation, or which are retained in anticipation of pending civil litigation, with the exception of disputes where the sole issue is the City's timeliness in responding to a data request.

EMPLOYEE WORK ACCESS: City Administrator, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

**Community Dispute Resolution Center Data**

CLASSIFICATION(S): Private/Public

GOVERNING STATUTE: Minn. Stat. § 13.88

DESCRIPTION OF DATA: Data relating to a case in a community dispute resolution program.

EMPLOYEE WORK ACCESS: City Administrator, City Clerk, Chief of Police, and certain employees on an as needed basis as part of specific work assignments.

**Elected Officials Correspondence**

CLASSIFICATION(S): Private/Public

GOVERNING STATUTE: Minn. Stat. § 13.601, subd. 2

DESCRIPTION OF DATA: Correspondence between individuals and elected officials is private data on individuals, but may be made public by either the sender or the recipient.

EMPLOYEE WORK ACCESS: City Administrator, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

**Electronic Payments, Credit Card Numbers,  
Bank Account Numbers (Nonpublic)**

CLASSIFICATION(S): Private or Nonpublic

GOVERNING STATUTE Minn. Stat. §§ 13.37; 13.6401

DESCRIPTION OF DATA: Information that would substantially jeopardize the security of information, possessions, or individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury.

EMPLOYEE WORK ACCESS: City Administrator, City Clerk, Bottle Shop Manager, Finance Director, and certain employees on an as needed basis as part of specific work assignments.

**Emergency Services for Homeless Persons**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.587

DESCRIPTION OF DATA: Data that identifies any individual receiving emergency services for homeless persons from the City under a grant from a state agency.

EMPLOYEE WORK ACCESS: City Administrator, City Clerk, City Planner, and certain employees on an as needed basis as part of specific work assignments.

### **Financial Disclosure Statements**

CLASSIFICATION(S): Public

GOVERNING STATUTE: Minn. Stat. § 13.601, subd. 1.

DESCRIPTION OF DATA: Financial disclosure statements of elected or appointed officials which, by requirement of the City, are filed with the City, are public data on individuals.

EMPLOYEE WORK ACCESS: City Administrator, City Clerk, Finance Director, and certain employees on an as needed basis as part of specific work assignments.

### **Grants**

CLASSIFICATION(S): Nonpublic / Private

GOVERNING STATUTE: Minn. Stat. § 13.599

DESCRIPTION OF DATA: Data created by state agency providing grants and persons/agencies that apply for or receive grants.

EMPLOYEE ACCESS: City Administrator, City Clerk, Finance Director/City Clerk, Public Works Director, City Planner, Chief of Police, Fire Chief, and certain employees on an as needed basis as part of specific work assignments.

### **Identity of Employees Making Complaints**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 181.932, subd. 2; 13.7905, subd. 5(b)

DESCRIPTION OF DATA: The identity of an individual who reports to any governmental body or law enforcement official a violation or suspected violation by the individual's employer of any federal or state law or rule.

EMPLOYEE WORK ACCESS: City Administrator, Chief of Police, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

### **Internal Competitive Response**

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. §§ 13.591, subd. 5, 13.37.

DESCRIPTION OF DATA: A bid or proposal to provide government goods or services that is prepared by the staff of a government entity in competition with bids or proposals solicited by the same government entity from the private sector or a different government entity from the private sector are classified as private or nonpublic until completion of the selection process or completion of the evaluation process at which time the data are public with the exception of trade secret data as defined and classified in Minnesota Statutes Section 13.37.

EMPLOYEE WORK ACCESS: City Administrator, Public Works Director, City Planner, and certain employees on an as needed basis as part of specific work assignments.

### **Internal Auditing Data**

CLASSIFICATION(S): Confidential/Private/Protected Nonpublic/Public

GOVERNING STATUTE: Minn. Stat. § 13.392

DESCRIPTION OF DATA: Data, notes, and preliminary drafts of reports created, collected and maintained by the internal audit offices of the city or by person performing audits for the city and relating to an audit or investigation; data on an individual supplying information for an audit or investigation, under specified circumstances.

EMPLOYEE ACCESS: City Administrator, Finance Director, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

**Judicial Data**

CLASSIFICATION(S): Confidential/Private/Protected Nonpublic/Public

GOVERNING STATUTE: Minn. Stat. § 13.03, subd. 4(e)

DESCRIPTION OF DATA: Judicial branch data disseminated to the city has the same classification in the hands of the city as it had in the hands of judicial branch entity providing it. If the data have a specific classification in state statute or federal law, the city must maintain the data according to that specific classification.

EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police, and certain employees on an as needed basis as part of specific work assignments.

**Personal Contact and Online Account Information**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.356, 13.04, subd. 2.

DESCRIPTION OF DATA: Data on an individual collected, maintained, or received by the City for notification purposes or as part of a subscription list for the City's electronic periodic publications as requested by the individual. This data includes telephone numbers, e-mail addresses, internet user names and passwords, Internet protocol addresses, and any other similar data related to the individual's online account or access procedures. This data may only be used for the specific purpose for which the individual provided the data. This data also does not include data submitted for purposes of making a public comment.

EMPLOYEE WORK ACCESS: City Administrator, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

**Requests for Proposals**

CLASSIFICATION(S): Private/Nonpublic/Not public/Public

GOVERNING STATUTE: Minn. Stat. §§ 13.591, subd. 3(b), 13.37.

DESCRIPTION OF DATA: Data submitted by a business to the City in response to a request for proposals is not public data until the responses are opened. Once the responses are opened, the name of the responder is public. All other data in a response to a request for proposal are private or nonpublic data until completion of the evaluation process. After completion of the evaluation process, all remaining data submitted by responders are public with the exception of trade secret data as classified in Minn. Stat. § 13.37. If all responses to a request for proposals are rejected prior to completion of the evaluation process, all data, other than that made public at the response opening, remain private or nonpublic until a resolicitation of the requests for proposal results in the completion of the evaluation process or a determination is made to abandon the purchase. If rejection occurs after the completion of the evaluation process, the data remains public. If resolicitation of the proposals does not occur within one year of the proposal opening data, the remaining data become public.

EMPLOYEE WORK ACCESS: City Administrator, City Clerk, Public Works Director, Finance Director, City Planner, Building Official, Chief of Police, Fire Chief, and certain employees on an as needed basis as part of specific work assignments.

**Sealed Bids**

CLASSIFICATION(S): Private / Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.37

DESCRIPTION OF DATA: Sealed bids, including the number of bids received, prior to opening.

EMPLOYEE WORK ACCESS: City Administrator, City Clerk, Public Works Director, Finance Director, Planning and Community Development Director, Library Administrator, Marina Administrator, Chief of Police, Fire Chief, Ambulance Director

### **Security Information**

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.37

DESCRIPTION OF DATA: Data which if the City's Responsible Authority determines if disclosed would be likely to substantially jeopardize the security of information possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury. This includes checking account numbers, crime prevention block maps and lists of volunteers who participate in community crime prevention programs and the volunteers' home and mailing addresses, telephone numbers, e-mail or other digital addresses, Internet communication services account information or similar account information, and global positioning system locations. If the City denies a data request based on a determination that the data are security information, upon request, the City must provide a short description explaining the necessity for the classification.

EMPLOYEE WORK ACCESS: City Administrator, Public Works Director, City Clerk, Fire Chief, Chief of Police, Finance Director, City Planner, and certain employees on an as needed basis as part of specific work assignments.

### **Service Cooperative Claims Data**

CLASSIFICATION(S): Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.203

DESCRIPTION OF DATA: Claims experience and all related information received from carriers and claims administrators participating in a group health or dental plan, including any long-term disability plan, offered through Minnesota service cooperatives to Minnesota political subdivisions and survey information collected from employees and employers participating in these plans and programs, except when the executive director of a Minnesota service cooperative determines that release of the data will not be detrimental to the plan or program, are classified as nonpublic data not on individuals.

EMPLOYEE WORK ACCESS: City Administrator, City Clerk, Finance Director, and certain employees on an as needed basis as part of specific work assignments.

### **Social Security Numbers**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.355

DESCRIPTION OF DATA: Social security numbers of individuals, or any part of a social security number.

EMPLOYEE WORK ACCESS: City Administrator, City Clerk, Finance Director, Public Works Director, Chief of Police, and certain employees on an as needed basis as part of specific work assignments.

### **Social Security Numbers on Mailings**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.355, subd. 3

DESCRIPTION OF DATA: City may not mail, deliver, or cause to be mailed or delivered an item that displays a Social Security number on the outside of the item or visible without opening the item.

EMPLOYEE ACCESS: City Administrator, Finance Director, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

### **Trade Secret Information**

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.37

DESCRIPTION OF DATA: Data, including a formula, pattern, compilation, program, device, method, technique or process: (1) that was supplied by the affected individual or organization; (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy; and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.

EMPLOYEE WORK ACCESS: City Administrator, City Clerk, Public Works Director, and certain employees on an as needed basis as part of specific work assignments.

### **Utility Disconnections**

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. §§ 13.681, subd. 6 and 216B.0976, subd. 2

DESCRIPTION OF DATA: Data on customers provided to the City by a utility regarding disconnection of gas or electric service.

EMPLOYEE WORK ACCESS: City Administrator, City Clerk, Finance Director, Public Works Director, and certain employees on an as needed basis as part of specific work assignments.

## **ADMINISTRATION**

### **Absentee Ballots**

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.37 and 13.607, subd. 7 and 203B.12, subd. 7

DESCRIPTION OF DATA: Sealed absentee ballots, before opening by an election judge, are private. Names of voters submitting absentee ballots may not be made available for public inspection until the close of voting on Election Day.

EMPLOYEE ACCESS: City Administrator, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

### **Assessor's Data**

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.51

DESCRIPTION OF DATA: Data contained on sales sheets from private multiple listing service organizations; income information on individuals used to determine eligibility of property for classification for class 4(d) under Minnesota Statutes Section 273.126; and specified data regarding income properties.

EMPLOYEE ACCESS: City Administrator, Finance Director, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

**Business Energy Accountability**

CLASSIFICATION(S): Nonpublic

GOVERNING STATUTE: Minn. Stat. §§ 13.681

DESCRIPTION OF DATA: Data provided by a business on an inventory form for business energy use accountability.

EMPLOYEE ACCESS: City Administrator, City Clerk, Public Works Director, and certain employees on an as needed basis as part of specific work assignments.

**Candidates for Election to City Council**

CLASSIFICATION(S): Public/private

GOVERNING STATUTE: Op. Atty.Gen. No. 852, October 6, 2006; Advisory Opinion No. 05-036; Minn. Stat. § 13.607, subd. 8 and 204B.06, subd. 1b

DESCRIPTION OF DATA: Data created, collected or maintained about an individual candidate for election to the City Council is public. An affidavit of candidacy must state an address of residence and telephone number. The candidate may request that the address be classified as private data by certifying that a police report has been submitted or an order for protection has been issued in regard to the safety of the candidate or candidate's family.

EMPLOYEE ACCESS: City Administrator, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

**Computer Access Data**

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.15

DESCRIPTION OF DATA: Data created, collected, or maintained about a person's access to the City's computer for the purpose of: (1) gaining access to data or information; (2) transferring data or information; or (3) using government services.

EMPLOYEE ACCESS: City Administrator, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

**Deferred Assessment Data**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.52

DESCRIPTION OF DATA: Data collected pursuant to Minnesota Statutes Section 435.193, which indicates the amount or location of cash or other valuables kept in the homes of applicants for deferred assessment.

EMPLOYEE ACCESS: City Administrator, City Clerk, Public Works Director, Finance Director, and certain employees on an as needed basis as part of specific work assignments.

**Federal Contracts Data**

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.35

DESCRIPTION OF DATA: All data collected and maintained by the City when required to do so by a federal agency as part of its contract with the City.

EMPLOYEE ACCESS: City Administrator, Public Works Director, City Planner, Chief of Police, Fire Chief, City Clerk, Finance Director, and certain employees on an as needed basis as part of specific work assignments.

**Homestead Applications**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.4965, subd. 3, 273.124, subd. 13

DESCRIPTION OF DATA: Social security numbers, affidavits or other proofs of entitlement to homestead status that are submitted by property owners or their spouses. The data may be disclosed to the Commissioner of Revenue or, under limited circumstances, the county treasurer.

EMPLOYEE ACCESS: City Administrator, Finance Director, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

**Library and Historical Data**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.40

DESCRIPTION OF DATA: Data that links a library patron's name with materials requested or borrowed or with a specific subject about which the patron has requested information; data in applications for borrower cards, other than the name of the borrower; data contributed to a historical records repository operated by the City, if the data was contributed under an agreement that restricts access or if access would significantly endanger the physical or organizational integrity of the data.

EMPLOYEE ACCESS: City Administrator, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

**Lodging Tax Data**

CLASSIFICATION(S): Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.495

DESCRIPTION OF DATA: Data, other than basic taxpayer identification data, collected from taxpayers under a lodging tax ordinance.

EMPLOYEE ACCESS: City Administrator, City Clerk, Finance Director, City Planner and certain employees on an as needed basis as part of specific work assignments.

**Municipal Bonds Register Data**

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. §§ 13.202, subd. 12, 475.55, subd. 6

DESCRIPTION OF DATA: Data with respect to the ownership of municipal obligations.

EMPLOYEE ACCESS: City Administrator, City Clerk, Finance Director, and certain employees on an as needed basis as part of specific work assignments.

**Municipal Self-insurer Claims**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.202, subd. 9(a), 471.617, subd. 5

DESCRIPTION OF DATA: Data about individual claims or total claims made by an individual under a self-insured health benefit plan of a municipality.

EMPLOYEE ACCESS: City Administrator, City Clerk, Finance Director, and certain employees on an as needed basis as part of specific work assignments.

**Parking Space Leasing Data**

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.37

DESCRIPTION OF DATA: The following data on an applicant for or lessee of a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, work telephone number and location of the parking space.

EMPLOYEE ACCESS: City Administrator, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

### **Registered Voter Lists**

CLASSIFICATION(S): Confidential/Public

GOVERNING STATUTE: Minn. Stat. §§ 13.607, subd. 6; 201.091

DESCRIPTION OF DATA: Information contained in the master list of registered voters.

EMPLOYEE ACCESS: City Administrator, City Clerk, Election Judges, and certain employees on an as needed basis as part of specific work assignments.

### **Security Service Data**

CLASSIFICATION(S): Nonpublic/Private/Public

GOVERNING STATUTE: Minn. Stat. §§ 13.861, 13.37 and 13.82, subd. 2, 3 and 4.

DESCRIPTION OF DATA: Data collected, created, or maintained by a security service for the purpose of providing security services to the City.

EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police, Public Works Director, and certain employees on an as needed basis as part of specific work assignments.

### **Social Recreational Data**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.548

DESCRIPTION OF DATA: For people enrolling in recreational or other social programs: name, address, telephone number, any other data that identify the individual, and any data which describes the health or medical condition of the individual, family relationships, living arrangements, and opinions as to the emotional makeup or behavior of an individual.

EMPLOYEE ACCESS: City Administrator, City Clerk, Public Works Director and certain employees on an as needed basis as part of specific work assignments.

### **Solid Waste Collector Customer Lists**

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. §§ 13.7411, subd. 4 (c), 115A.93, subd. 5

DESCRIPTION OF DATA: Customer lists provided to the City by solid waste collectors.

EMPLOYEE ACCESS: City Administrator, Public Works Director, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

### **Transportation Service Data**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.72, subd. 10

DESCRIPTION OF DATA: Personal, medical, financial, familial or locational information, except the name, of applicants or users of transportation services for the disabled or elderly.

EMPLOYEE ACCESS: City Administrator, City Clerk, City Planner, and certain employees on an as needed basis as part of specific work assignments.

## **COMMUNITY DEVELOPMENT**

### **Appraisal Data**

CLASSIFICATION(S): Confidential/Protected Nonpublic/Public

GOVERNING STATUTE: Minn. Stat. § 13.44, subd. 3

DESCRIPTION OF DATA: Appraisals made for the purpose of selling or acquiring land through purchase or condemnation. Data made confidential or protected nonpublic may, among other ways set forth in the statute, become public at the discretion of the City, determined by majority vote of the City Council.

EMPLOYEE ACCESS: City Administrator, Public Works Director, City Clerk, City Planner, and certain employees on an as needed basis as part of specific work assignments.

### **Award Data**

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.48

DESCRIPTION OF DATA: Financial data on business entities submitted to the City for the purpose of presenting awards to business entities for achievements in business development or performance.

EMPLOYEE ACCESS: City Administrator, City Clerk, City Planner, and certain employees on an as needed basis as part of specific work assignments.

### **Benefit Data**

CLASSIFICATION(S): Private/Public

GOVERNING STATUTE: Minn. Stat. § 13.462

DESCRIPTION OF DATA: Data on individuals, corporations and/or partnerships collected or created when individuals, corporations and/or partnerships seek information about applying for or who are recipients of benefits or services provided under any housing, home ownership, rehabilitation and community action agency, Head Start, or food assistance programs administered by the City.

EMPLOYEE ACCESS: City Administrator, City Clerk, City Planner, and certain employees on an as needed basis as part of specific work assignments.

### **Convention Center Data**

CLASSIFICATION(S): Private/Nonpublic/Public

GOVERNING STATUTE: Minn. Stat. § 13.55

DESCRIPTION OF DATA: Letters or documentation from any person who makes inquiry to or who is contacted by the convention facility regarding availability of the facility for staging events; identity of firms and corporations that contact the facility; the type of event that the contacting person wants to stage in the facility; suggested terms of rentals and responses of staff to such inquiries are non public data. The names, addresses and contact persons for individual exhibitors if the facility determines that privacy is necessary to protect the competitive position of the facility or its customers.

EMPLOYEE ACCESS: City Administrator, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

### **Housing Agency Data**

CLASSIFICATION(S): Confidential / Private / Protected Nonpublic / Nonpublic / Public

GOVERNING STATUTE: Minn. Stat. § 13.585

DESCRIPTION OF DATA: Correspondence between the agency and agency's attorney containing data collected as part of an active investigation undertaken for the purpose of the commencement or defense of potential or actual litigation; income information on individuals collected and maintained to determine property tax classification eligibility; data pertaining to negotiations with property owners regarding the purchase of property.

EMPLOYEE ACCESS: City Administrator, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

### **Property Complaint Data**

CLASSIFICATION(S): Confidential

GOVERNING STATUTE: Minn. Stat. § 13.44, subd. 1

DESCRIPTION OF DATA: Data that identifies individuals who register complaints concerning violations of state laws or local ordinances concerning the use of real property.

EMPLOYEE ACCESS: City Administrator, Chief of Police, City Planner, Building Official, and certain employees on an as needed basis as part of specific work assignments.

### **Redevelopment Data**

CLASSIFICATION(S): Private/Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.59

DESCRIPTION OF DATA: Names and addresses of individuals and businesses and the legal descriptions of property owned by individuals and businesses, when collected in surveys of individuals conducted by the City for the purposes of planning, development, and redevelopment.

EMPLOYEE ACCESS: City Administrator, City Clerk, City Planner, and certain employees on an as needed basis as part of specific work assignments.

## **PERSONNEL**

### **Applicants for Appointment and Members of Boards and Commissions**

CLASSIFICATION(S): Public/Private

GOVERNING STATUTE: Minn. Stat. § 13.601, subd. 3

DESCRIPTION OF DATA: Data on applicants for appointment to the City Council, City boards or City commissions are private except that the following are public: name, city of residence (except when the appointment has a residence requirement that requires the entire address to be public), education and training, employment history, volunteer work, awards and honors, prior government service, any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes Section 15.0597, and veteran status.

Once the individual is appointed, the following additional items become public: residential address and either a telephone number or electronic mail address where the person can be reached, first and last dates of service on the Council or commission, the existence and status of any complaints or charges against the individual, and upon completion of an investigation of a complaint or charge against an individual, the final investigative report is public, unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by the City for use by an appointee is public. An appointee may use an

electronic mail address or telephone number provided by the City as the designated electronic mail address or telephone number at which he or she can be reached.  
EMPLOYEE ACCESS: City Administrator, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

#### **Employee Drug and Alcohol Tests**

CLASSIFICATION(S): Confidential/Private  
GOVERNING STATUTE: Minn. Stat. §§ 13.7905, subd. 5(c), 181.954, subd. 2 and 3  
DESCRIPTION OF DATA: Results of employee drug and alcohol tests.  
EMPLOYEE ACCESS: City Administrator, City Clerk, Public Works Director, Chief of Police, Fire Chief, and certain employees on an as needed basis as part of specific work assignments.

#### **Employment and Training Data**

CLASSIFICATION(S): Private  
GOVERNING STATUTE: Minn. Stat. § 13.47  
DESCRIPTION OF DATA: Data on individuals collected, maintained, used, or disseminated because an individual applies for, is currently enrolled in, or has been enrolled in employment and training programs funded with federal, state or local resources.  
EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police, Public Works Director, and certain employees on an as needed basis as part of specific work assignments.

#### **Examination Data**

CLASSIFICATION(S): Private/Confidential/Nonpublic  
GOVERNING STATUTE: Minn. Stat. § 13.34  
DESCRIPTION OF DATA: Completed versions of personnel and licensing examinations.  
EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police, Director of Public Works, and certain employees on an as needed basis as part of specific work assignments.

#### **Human Rights Data**

CLASSIFICATION(S): Confidential/Private/Protected Nonpublic/Public  
GOVERNING STATUTE: Minn. Stat. §§ 13.552, 363A.28 and 363A.35  
DESCRIPTION OF DATA: Data maintained by the human rights department of the City, including: investigative data in an open case file; the name and address of the charging party or respondent, factual basis of the allegations, and statute or ordinance under which the charge is brought; investigative data in a closed case file.  
EMPLOYEE ACCESS: City Administrator, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

#### **Labor Relations Information**

CLASSIFICATION(S): Private/Nonpublic  
GOVERNING STATUTE: Minn. Stat. § 13.37  
DESCRIPTION OF DATA: Management positions on economic and non-economic items that have not been presented during the collective bargaining process or interest arbitration, including information specifically collected or created to prepare the management position.  
EMPLOYEE ACCESS: City Administrator, City Clerk, Public Works Director, Chief of Police, Finance Director, and certain employees on an as needed basis as part of specific work assignments.

## **Personnel and Employment Data**

CLASSIFICATION(S): Private/Public

GOVERNING STATUTE: Minn. Stat. § 13.43.

DESCRIPTION OF DATA: Data on individuals maintained because the individual is or was an employee of or an applicant for employment by, performs services on a voluntary basis for, or acts as an independent contractor with the City.

Generally all data about persons who are or were an employee, an applicant for employment, a volunteer, or an independent contractor are private, with the exceptions noted below.

NOTE: This section applies to members of the City Council after their election or appointment to the Council. It also applies to applicants for appointment to the City Council (e.g., in case of vacancy), but not to candidates for election to the City Council, together with Minnesota Statutes Section 13.601 (see "Applicants for Appointment and Members of Advisory Boards" above).

EMPLOYEE ACCESS: City Administrator, City Clerk, Public Works Director, Chief of Police, Fire Chief, Finance Director, Building Official, and certain employees on an as needed basis as part of specific work assignments.

### ***Public Data - Applicants***

The following data on current and former applicants is public:

- \* Veteran Status
- \* Relevant test scores
- \* Rank on eligibility list
- \* Job history
- \* Education and training
- \* Work availability
- \* Name, after being certified as eligible for appointment to a vacancy or when considered a finalist for a position of public employment (which occurs when the person has been selected to be interviewed by the appointing authority)
- \* Names of applicants for appointment to and members of an advisory board or commission.

### ***Public Data - Employees***

The following data on current and former employees (including Council members), volunteers, and independent contractors are public:

- \* Name
- \* Employee identification number, which may not be a social security number
- \* Actual gross salary
- \* Salary Range
- \* Terms and conditions of employment relationship
- \* Contract fees
- \* Actual gross pension
- \* Value and nature of employer paid fringe benefits

- \* Basis for and the amount of added remuneration, including expense reimbursement, in addition to salary
- \* Job title
- \* Bargaining unit
- \* Job description
- \* Education and training background
- \* Previous work experience
- \* Date of first and last employment
- \* The existence and status (but not nature) of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action
- \* Final disposition of any disciplinary action, with specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the City.
- \* Complete terms of any agreement settling any dispute arising from the employment relationship, including a “buyout” agreement as defined in Minnesota Statutes Section 123B.143, subdivision 2, paragraph (a). The agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money;
- \* Work location
- \* Work telephone number
- \* Badge number
- \* Work-related continuing education
- \* Honors and awards received
- \* Payroll time sheets or other comparable data that are only used to account for employee’s work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee’s reasons for the use of sick or other medical leave or other non-public data.

***“Final disposition” of a disciplinary action:*** a final disposition occurs when the City makes its final decision about the disciplinary action, regardless of the possibility of any later proceedings or court proceedings. Final disposition includes a resignation by an individual when the resignation occurs after the final decision of the City, or arbitrator. In the case of arbitration proceedings arising under collective bargaining agreements, a final disposition occurs at the conclusion of the arbitration proceedings, or upon the failure of the employee to elect arbitration within the time provided by the collective bargaining agreement.

A disciplinary action does not become public data if an arbitrator sustains a grievance and reverses all aspects of any disciplinary action.

The City may display a photograph of a current or former employee to a prospective witness as part of the City’s investigation of any complaint or charge against the employee.

A complainant has access to a statement provided by the complainant to the City in connection with a complaint or charge against an employee.

Notwithstanding other provisions contained in Minnesota Statutes Section 13.43, subdivision 2, upon completion of an investigation of a complaint or charge against a

public official, or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

**"Public Official"** means:

\* The chief administrative officer, or the individual acting in an equivalent position, in all political subdivisions

Data relating to a complaint or charge against a public official are public only if: (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. This paragraph does not authorize the release of data that are made not public under other law.

#### ***Undercover Law Enforcement Officer***

All personnel data about an undercover law enforcement officer is private until no longer assigned to those duties. Then, the officer is subject to the same rules applicable to other employees unless the City determines that revealing the data would threaten the officer's safety or jeopardize an active investigation.

#### ***Access by Labor Organizations***

Personnel data may be given to labor organizations and to the Bureau of Mediation Services to the extent this it is necessary to conduct elections, notify employees of fair share fee assessments, or to implement state labor laws.

#### ***Employee Assistance Programs***

All data associated with employee assistance programs is private.

#### ***Harassment***

When there is a harassment complaint against an employee, the employee may not have access to data that would identify the complainant or other witnesses if the data would threaten the personal safety of the complainant or witness, or subject the complainant or witness to harassment. However, summary information will be provided to the employee in order for him/her to prepare for a disciplinary proceeding that has been initiated.

#### ***Peer Counseling Debriefing***

Data acquired by a peer group member in a public safety peer counseling debriefing is private data on the person being debriefed.

#### ***Protection of Employee or Others***

If it is reasonably necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, information that is relevant to the safety concerns may be released to (1) the person who may be harmed or to the person's attorney when relevant to obtaining a restraining order, (2) a prepetition screening team

in the commitment process, or (3) a court, law enforcement agency or prosecuting authority.

### ***Continuity of Operations***

An employee's personal home contact information may be used to ensure that an employee can be reached in event of an emergency or other disruption affecting continuity of operations of the City or other government entity, including sharing the information with another government entity.

### **Public Employees Retirement Association Data**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.63

DESCRIPTION OF DATA: The home address, date of birth, direct deposit account number, and tax withholding data of individual beneficiaries and survivors of members are Private Data on Individuals.

EMPLOYEE ACCESS: City Administrator, City Clerk, Finance Director, and certain employees on an as needed basis as part of specific work assignments.

### **Salary Benefit Survey Data**

CLASSIFICATION(S): Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.435

DESCRIPTION OF DATA: Salary and personnel benefit survey data purchased from consulting firms, nonprofit corporations or associations or obtained from employers with the written understanding that the data shall not be made public.

EMPLOYEE ACCESS: City Administrator, City Clerk, Finance Director, and certain employees on an as needed basis as part of specific work assignments.

## **PUBLIC SAFETY**

### **911 Emergency Telephone Service**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.202, subd. 6, 403.07, subd. 3 and 4

DESCRIPTION OF DATA: Names, addresses and telephone numbers provided to a 911 system.

EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police, Fire Chief, and certain employees on an as needed basis as part of specific work assignments.

### **Ambulance Service Data**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.381, subd. 12, 144E.123

DESCRIPTION OF DATA: Ambulance reports/pre-hospital medical care data are private data on individuals.

EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police, Fire Chief, and certain employees on an as needed basis as part of specific work assignments.

### **Arson Investigation**

CLASSIFICATION(S): Confidential/Public

GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 26, 299F.055 and 299F.056

DESCRIPTION OF DATA: Information relating to a fire loss or potential fire loss.  
EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police, Fire Chief, Police and certain employees on an as needed basis as part of specific work assignments.

### **Child Abuse Report Records**

CLASSIFICATION(S): Confidential/Private

GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 6 (b), 13.82, subd. 8 and 9 and 626.556

DESCRIPTION OF DATA: Active or inactive investigative data that identify a victim of child abuse or neglect reported under Minnesota Statutes Section 626.556 are private data on individuals. Active or inactive investigative data that identify a reporter of child abuse or neglect under Minnesota Statutes Section 626.556 are confidential data on individuals, unless the subject of the report compels disclosure under Minnesota Statutes Section 626.556, subd. 11.

Investigative data that become inactive under Minnesota Statutes Section 626.556, subd. 7 (a) or (b) and that relate to the alleged abuse or neglect of a child by a person responsible for the child's care, as defined in Minnesota Statutes Section 626.556, subdivision 2 are private data.

EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police, and certain employees on an as needed basis as part of specific work assignments.

### **Civil Commitment Data**

CLASSIFICATION(S): Confidential/Private/Public

GOVERNING STATUTE: Minn. Stat. § 253D.08

DESCRIPTION OF DATA: Notwithstanding any provision of Chapter 13, a county attorney considering the civil commitment of a person may obtain records and data from the City upon request and without a court order. Data collected pursuant to this section shall retain their original status and, if not public, are inadmissible in any court proceeding unrelated to civil commitment, unless otherwise permitted.

EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police and certain employees on an as needed basis as part of specific work assignments.

### **Corrections and Detention Data**

CLASSIFICATION(S): Confidential/Private/Public

GOVERNING STATUTE: Minn. Stat. § 13.85

DESCRIPTION OF DATA: Data on individuals created, collected, used or maintained by a City correctional or detention facility, the release of which would disclose medical, psychological, financial or personal information not related to the individual's detainment or which would endanger an individual's life; detention data, the release of which would endanger an individual's life, endanger the effectiveness of an investigation, identify a confidential informant, or clearly endanger the security of any institution or its population.

EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police, and certain employees on an as needed basis as part of specific work assignments.

### **Crime Victim Notice of Release**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 5 (a), 611A.06

DESCRIPTION OF DATA: All identifying information regarding a crime victim, including a victim's request for notice of release and a notice of release made pursuant to Minnesota Statutes Section 611A.06.

EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police, and certain employees on an as needed basis as part of specific work assignments.

### **Criminal Gang Investigative Data System**

CLASSIFICATION(S): Confidential

GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 14, 299C.091

DESCRIPTION OF DATA: Data in the criminal gang investigative data system are confidential data on individuals as defined in Minnesota Statutes Section 13.02, subdivision 3, but are accessible to law enforcement agencies and may be released to the criminal justice agencies.

EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police, and certain employees on an as needed basis as part of specific work assignments.

### **Criminal History Data**

CLASSIFICATION(S): Private / Public

GOVERNING STATUTE: Minn. Stat. § 13.87

DESCRIPTION OF DATA: Criminal history data maintained by agencies, political subdivisions and statewide systems are classified as private, pursuant to Minnesota Statutes Section 13.02, subdivision 12, except that the data created, collected or maintained by the Bureau of Criminal Apprehension that identify an individual who was convicted of a crime, the offense of which the individual was convicted, associated court disposition and sentence information, controlling agency and confinement information are public data for 15 years following the discharge of the sentence imposed for that offense.

Data maintained in the integrated search service is private. An individual who is the subject of the data may only be provided with (1) a list of government entities that provided public or private data about the individual and (2) data that describes what is maintained about the individual at each government entity on the list.

EMPLOYEE ACCESS: City Administrator, Chief of Police, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

### **Criminal History Data – Discharge / Dismissal of Crime**

CLASSIFICATION(S): Not Public

GOVERNING STATUTE: Minn. Stat. § 13.871 subd. 10

DESCRIPTION OF DATA: Data in criminal discharge and dismissal records is classified under Minn. Stat. § 609.3751, subd. 5.

EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police, and certain employees on an as needed basis as part of specific work assignments.

### **Data on Videotape Consumers**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. §§ 325I.02, subd. 2, 13.487, subd. 3

DESCRIPTION OF DATA: Personally identifiable information concerning a videotape consumer that a law enforcement agency obtains in connection with an action commenced by the videotape seller or provider to collect fines for overdue or unreturned videotapes or collection for unpaid videotapes.

EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police and certain employees on an as needed basis as part of specific work assignments.

CLASSIFICATION(S): Nonpublic

GOVERNING STATUTE: Minn. Stat. § 13.6905, subd. 28a; Minn. Stat. § 299F.28 and 299F.75, subd. 4

DESCRIPTION OF DATA: Data related to use and storage of explosives by individuals holding a permit, including locations of storage, place and time of intended use of explosives or blasting agents, and place and means of storage of explosives or blasting agents. Data may be shared with a government entity or utility whose job duties require access to a facility containing explosives but may not be disclosed to anyone not directly involved in work to be completed at the site where the explosives or blasting agents are stored or used.

EMPLOYEE ACCESS: City Administrator, City Clerk, Public Works Director, Chief of Police, Fire Chief, and certain employees on an as needed basis as part of specific work assignments.

### **Firearms Data**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.87, subd. 2

DESCRIPTION OF DATA: Data about the purchase or transfer of firearms and applications for permits to carry firearms.

EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police, and certain employees on an as needed basis as part of specific work assignments.

### **Hazardous Substance Emergency**

CLASSIFICATION(S): Nonpublic

GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 27, 299F.095 and 299F.096, subd. 1

DESCRIPTION OF DATA: Information contained in hazardous materials notification reports made pursuant to Minnesota Statutes Sections 299F.091 to 299F.099.

EMPLOYEE ACCESS: City Administrator, City Clerk, Director of Public Works, Chief of Police, Fire Chief, and certain employees on an as needed basis as part of specific work assignments.

### **Health Data**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.3805, subd. 1

DESCRIPTION OF DATA: Data on individuals created, collected, received or maintained by the City relating to the identification, description, prevention, and control of disease or as part of an epidemiologic investigation designated by the commissioner of health as necessary to analyze, describe or protect the public health.

EMPLOYEE ACCESS: City Administrator, City Clerk, Chief of Police, Fire Chief, and certain employees on an as needed basis as part of specific work assignments.

### **Integrated Search Service Data**

CLASSIFICATION(S): Private

GOVERNING STATUTE: Minn. Stat. § 13.873

DESCRIPTION OF DATA: Data on individuals stored on one or more databases maintained by criminal justice agencies and accessible through the integrated search service operated by the Bureau of Criminal Apprehension

EMPLOYEE ACCESS: City Administrator, Chief of Police, City Clerk, and certain employees on an as needed basis as part of specific work assignments.

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

**RESOLUTION 2015 - 53**

**A RESOLUTION ADOPTING THE CITY OF ST. FRANCIS DATA PRACTICES  
PROCEDURES POLICY**

WHEREAS, the Minnesota Data Practices Act (Minnesota Statutes, Chapter 13) requires government entities to maintain a policy regarding dissemination of government data; and

WHEREAS, the City of St. Francis Data Practices Procedures Policy required updating to meet the current requirements in Minnesota Statutes; and

WHEREAS, Minn. Stat. 13.05 subd. 5 requires the responsible authority (City designee) to establish procedures ensuring the appropriate access to not public data.

WHEREAS, the City Council received the updated St. Francis Data Practices Procedures Policy addressing these requirements on October 5, 2015; and

NOW THEREFORE BE IT RESOLVED THAT, the City Council of the City of St. Francis, Minnesota hereby adopts the City of St. Francis Data Practices Procedures Policy.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5th DAY OF OCTOBER, 2015

APPROVED:

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

ATTEST:

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

## AGENDA REPORT

**TO:** Joe Kohlmann, City Administrator  
**FROM:** Paul Teicher, Public Works Director  
**SUBJECT:** Mower Deck Replacement  
**DATE:** 10-5-2015

### INTRODUCTION

Our 8 year old mowing deck for the Belos multi-use machine is starting to show its age.

### BACKGROUND

Typically, we like to replace mowing equipment when it reaches 5 years of age due to our sandy soil conditions. The Belos machine is a multi-use tool take can and is used all year round. The mowing hours are shared with our zero turn mower so we have been able to run the deck a little longer. The plan is to replace the current 13.5ft deck with an 11ft Toro deck. The slightly smaller deck should allow more maneuverability in our parks. This in turn should create more versatility and efficiency with this machine.

### RECOMMENDATION

Authorize the purchase of Toro mower deck from MTI Distributing Inc. for \$16,006.48. Authorize trade of 13.5ft mower deck to Crawford Equipment for \$1000.00. This trade credit will be applied to the approximate cost of \$980.00 to manufacture the mower deck mounting system (Belos to Toro).

### BUDGET IMPACT

The total project cost will be approximately \$15,986.46. Currently, we have \$20,000.00 budgeted in our 2015 CIP.

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Attachments:

1. Crawford's quote.
2. MTI quote.

## AGENDA REPORT

**TO:** City Administrator  
**FROM:** Chief, Jeffrey J. Harapat  
**SUBJECT:** Speed Alert 18 Radar Message Sign  
**DATE:** 09/30/2015

### INTRODUCTION

The Speed Alert 18 Radar Message Sign is a versatile, portable and light weight tool that has many capabilities. It will function as a speed sign, like many of you have probably seen, that is capable of displaying approaching vehicle speeds. It also collects information such as traffic count, vehicle speeds and more that are accessible from the office. Imagine being able to answer citizens traffic/speed questions with our own study. This unit also can function as a reader board which can be used to communicate with people about events such as voting sites, community events and road construction to mention a few. The unit can be placed anywhere, even on the back of a public works vehicle.

### BACKGROUND

The Police Department purchase a similar sign from this same company approximately 15 years ago and the unit has begun to show its age. Although it will work occasionally, it is unreliable at best and very limited in regards to retrievable information. Repairing this unit is not an option as it is no longer supported by manufacturer. Public Works and Police Department personnel met with a representative from All Traffic Solutions and all agree this would be the most practical unit.

### RECOMMENDATION

Recommend the city move forward and purchase the Speed Alert 18 Radar Message Sign.

### BUDGET IMPACT

Cost of Speed Alert 18 Radar Message Sign w/accessories	7,590.00
Three extra mounting brackets at 95.00 each	+ 300.00
	= 7,890.00
Minus trade in of old unit (which we keep!)	1,500.00
Total cost to city	6,390.00

\*This would be an unbudgeted expense.

\*\* After two years there would be an additional 1,500.00 annual cost to continue theft/ damage insurance, 50% off batteries and certain wireless features.

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Attachments:

1. None