

CITY OF ST. FRANCIS CITY
COUNCIL AGENDA

TUESDAY, SEPTEMBER 6, 2016

ISD #15 CENTRAL SERVICES CENTER (DISTRICT OFFICES)
4115 Ambassador Blvd. NW
6:00 pm

1. Call to Order/Pledge of Allegiance
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
 - a. City Council Minutes –August 15, 2016
 - b. Special City Council Minutes – August 12, 2016
 - c. Work Session Notes – August 7, 2016
 - d. Authorization Not to Waive the Statutory Tort Liability Limits to the extent of the coverage purchased with LMCIT
 - e. Oak Grove Water Agreement
 - f. Pay Request No. 9 and Change Order No. 2 to LaTour Construction for the Bridge Street Utility Improvement
 - g. 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. Fire Fighter Tim Kizer: Badge Presentation
7. Ordinances & Resolution
 - a. Ordinance 224, Second Series: Authorizing the Sale of City Surplus Property to NSK Properties, LLC (32-34-24-22-0002) (Second Reading)
 - b. Resolution 2016-43: Adjusting the Tax Levy for Bond Indebtedness
 - c. Resolution 2016-44: Providing Preliminary Approval of a Proposed 2016 Tax Levy, Collectible in 2017 and Setting Budget Hearing Date
 - d. Resolution 2016-45: Proclaiming October as “ Domestic Violence Awareness Month”
8. Reports of Consultants & Staff Members
 - a. Engineer: Salish Street Area Speed Limits: Resolution 2016-46: Establishing a Speed Limits
 - b. Attorney:
 - c. Staff:
 - Community Economic Development:
 - Public Works:
 - Police:
 - City Administrator: Real Estate Broker Engagement
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
13. Adjournment

Calendar of Events

Sept 6: First day of School for ISD #15 Students
Sept 19: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm
Sept 21: Planning Commission Meeting @ ISD #15 Central Services Center (District Offices) 7:00 pm
Oct 3: 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 – September 16th, 2016 Council Meeting

Agenda Items:

4. Consent Agenda:

- a. City Council Minutes – August 15th, 2016
- b. Special City Council Minutes - August 12th, 2016
- c. Work Session Notes – August 7th, 2016
- d. Authorization Not to Waive the Statutory Tort Liability Limits – Historically the City has chosen to not waive the statutory limits. Waiving the limits will likely increase premiums.
- e. Oak Grove Water Agreement - A letter responding to Oak Grove's letter dated June 28th, 2016 is attached. The Oak Grove Letter is also attached for reference.
- f. Pay Request No. 9 – Bridge Street Utility Improvements.
- g. Payment of Claims -

6. Petitions, Requests, Applications:

- a. Fire Fighter Tim Kizer – Badge Presentation.

7. Ordinances & Resolutions:

- a. Ordinance 224, Second Series: Authorizing the sale of City surplus property to NSK Properties, LLC (32-34-24-22-0002). A colored map is attached on top of the ordinance page to show which piece of land this, located off Highway 47. The sale is in the amount of \$700.
- b. Resolution 2016-43 – Resolution to Adjust the Tax Levy for Bonded Indebtedness. The levy for bonded indebtedness will be a 0% increase for 2017.
- c. Resolution 2016-44 – Resolution Providing for the Preliminary Approval of a Proposed 2017 Tax Levy and Setting Budget Public Hearing Date. The must certify the preliminary levy by September 30th. Once set, the levy cannot be increased above the preliminary levy. The 2017 levy is proposed at \$3,244,573, the same as 2016. This results in a 0% increase in the levy for 2017. Also, the Resolution sets the Public Hearing for the 2017 Budget and Levy for Monday December 5, 2016 at 6:00 p.m.
- d. Resolution 2016-45 – Proclaiming October as “Domestic Violence Awareness Month”. A letter from Alexandra House requesting the proclamation and states it

will be prominently displayed at the annual *Walk for Hope: Steps to End Domestic and Sexual Violence* on Saturday, September 24th at Bunker Hills Regional Park in Andover.

8. **Reports:**

a. **Engineer:** Salish Street Area Speed Limits – Resolution 2016-46 – Establishing Speed Limit on Salish Street NW Between Ambassador Blvd. NW and 232nd Avenue NW, 232nd Avenue NW between Navajo Street NW and Salish Street NW, Oneida Street NW Between 232nd Avenue NW and 235th Avenue NW, 235th Avenue NW Between Salish Street NW and Oneida Street NW, 234th Court NW, 233rd Court NW, and 233rd Lane NW Between Oneida Street NW and Pederson Drive NW.

The attached Resolution adjusts the speed limit from 55 mph to 35 mph, accordance with the attached map.

Motion to authorize placement of curve warning signs (W1-1 R and L) and 25 mph advisory signs (w13-1P) in advance of the curve at Salish Street NW and 232nd Avenue NW for each direction - per Staff recommendation.

b. **Attorney:**

c. **Staff:**

Economic Development:

Fire:

Public Works:

Liquor Store:

Police:

City Administrator: Staff has a proposal from Lakes Area Realty to be the City's representative to market and sell the properties located at 4201 St. Francis Blvd; Crown 2nd Addition (north of liquor store) and Village East (East Shop site). The exclusivity rights are for 6 months. Also, the commission of Properties is 7%, if the City agrees to sell. Staff believes engaging with a Broker will enhance the exposure of these properties.

11. **Old Business:**

12. **New Business:**

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

CITY COUNCIL MINUTES

August 15, 2016

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

2. **Roll Call:** Present were Mayor Steve Kane, Council members Richard Orpen, Chris McClish, and Tim Brown. Rich Skordahl excused. Also present were City Engineer Jared Voge (Bolton & Menk, Inc.), City Attorney Scott Lepak (Barna, Guzy & Steffen), Fire Chief Matt Kohout, Public Works Director Paul Teicher, Liquor Store Manager John Schmidt, Police Sgt. Todd Schwieger, City Finance Director Darcy Mulvihill, Community Development Director Kate Thunstrom, City Administrator Joe Kohlmann, and City Clerk Barb Held.

3. **Adopt Agenda:** MOTION BY BROWN SECOND McCLISH TO ADOPT THE AUGUST 15, 2016 CITY COUNCIL AGENDA. Motion carried 4-0.

4. **Consent Agenda:** MOTION BY ORPEN SECOND McCLISH TO APPROVE THE AUGUST 15, 2016, CITY COUNCIL CONSENT AGENDA A-D AS FOLLOWS:

- a. City Council Minutes - August 1, 2016
- b. Pay Request No. 8 to Lallour Construction Co. of for the Bridge Street Utility Improvement
- c. Pay Request No. 13 to Gridor Construction, Inc. for the Wastewater Treatment Facility Improvements
- d. Resolution 2016-39 (Revised Legal Description) Declaring Surplus Property & Authorizing the Disposal of Said Property (32-34-24-22-0002)
- e. Accept the Resignation of Police Officer Matt Schlenker
- f. Approving the hiring of Police Officer Applicants Kurtis Greene and Amanda Hanson
- g. Acknowledge the LG220 Application for Exempt Permit for the St. Francis Hockey Association 01/01/17
- h. Appoint Julie Morin to the St. Francis Planning Commission
- i. Payment of Claims \$2,859,991.54 (ACH #160E-162E \$112,866.45 Check #071168-71240 \$2,747,125.09) Motion carried 4-0.

5. **Meeting Open to the Public:** Amy Faanes 23318 Salish Street, requesting a speed limit sign on my street, Salish Street. Drivers use Salish Street to get to Ambassador Blvd. When they come around 232nd Avenue to go north they are driving too fast. I would like a 20 mph around the corner because of the sight problem with the trees. Faanes referenced a state statute regarding speed limits. You recently changed Pederson Drive and 235th Avenue thank you for that. Please consider 30 mph for 232nd and Salish Street. Kane asked staff to look into her request.

6. **Petitions, Requests, Applications:** None.

7. **Ordinances & Resolution:**

a. **Ordinance 221, Second Series: Establishing a Moratorium Regulating the Residency location of Predatory Offenders within the City (Second Reading):**
MOTION BY BROWN SECOND McCLISH APPROVING THE SECOND READING OF

ORDINANCE 221, SECOND SERIES: ESTABLISHING A MORATORIUM REGULATING THE RESIDENCY LOCATION OF PREDATORY OFFENDERS WITHIN THE CITY. Roll Call: Ayes: Brown, McClish, Orpen and Kane Nays: None. Motion carried 4 -0.

b. Ordinance 222, Second Series: Temporary Family Health Care Dwellings Amendment (Second Reading): MOTION BY ORPEN SECOND BROWN APPROVING THE SECOND READING OF ORDINANCE 222, SECOND SERIES: TEMPORARY FAMILY HEALTH CARE DWELLINGS AMENDMENT. Roll Call: Ayes: Brown, McClish, Orpen, and Kane Nays: None. Motion carried 4-0.

c. Ordinance 223, Second Series: Amending the Zoning Ordinance Regarding Accessory Solar Energy Systems (Second Reading): MOTION BY McCLISH SECOND ORPEN TO APPROVE THE SECOND READING OF ORDINANCE 223, SECOND SERIES: AMENDING THE ZONING ORDINANCE REGARDING ACCESSORY SOLAR ENERGY SYSTEMS. Roll Call Ayes: Orpen, McClish, Brown, and Kane Nays: None. Motion carried 4-0.

d. Ordinance 224, Second Series: Authorizing the Sale of City Surplus Property to NSK Properties, LLC (32-34-24-22-0002) (First Reading): MOTION BY BROWN SECOND McCLISH TO APPROVE THE FIRST READING OF ORDINANCE 224, SECOND SERIES AUTHORIZING THE SALE OF CITY SURPLUS PROPERTY TO NSK PROPERTIES, LLC. Roll Call Ayes: Orpen, McClish, Brown, and Kane Nays: None. Motion carried 4-0.

e. Resolution 2016-40: Declaring Surplus Property & Authorizing the Disposal of Said Property (32-34-24-22-0002) has no Relationship to the City's Comprehensive Plan: MOTION BY McCLISH SECOND ORPEN TO ADOPT RESOLUTION 2016-40 A RESOLUTION DECLARING SURPLUS PROPERTY & AUTHORIZING THE DISPOSAL OF SAID PROPERTY (32-34-24-22-0002). Motion carried 4-0.

f. Resolution 2016-41: Identifying the Need for Funding to Complete its 2040 Comprehensive Plan Update and Authorizing an Application for Planning Assistance Grant Funds: MOTION BY BROWN SECOND ORPEN TO ADOPT RESOLUTION 2016-41 A RESOLUTION IDENTIFYING THE NEED FOR FUNDING TO COMPLETE ITS 2040 COMPREHENSIVE PLAN UPDATE AND AUTHORIZING AN APPLICATION FOR PLANNING ASSISTANCE GRANT FUNDS. Brown said this is an expensive undertaking that we are required to complete. Orpen asked if there was funding like this for the wastewater facility. The funding for this is specific for the Comprehensive Plan. The funding run concurrently but are different. Brown asked what was the cost of the last Comp Plan Amendment. Staff will look into Brown's request. Motion carried 4-0.

8. Reports of Consultants & Staff Members:

a. Engineer: Trail Maintenance: Last year crack filling was completed and approximately fifty percent of the city's trails were maintained with RePlay. Quotes were obtained for the remaining fifty percent of the trails. Two quotes were received; Bargaen Inc. \$57,940 and M.R. Paving & Excavating Inc. \$65,869.20. Kane asked if this is budgeted item. Voge stated the money will be coming from the Park Dedication fund. MOTION BROWN BY SECOND McCLISH TO ACCEPT THE TWO QUOTES. Motion carried 4-0. MOTION BY ORPEN SECOND McCLISH AWARD

THE BID TO BARGEN, INC. OF MOUNTAIN LAKE, MN IN THE AMOUNT OF \$57,940.50 AND AUTHORIZE THE USE OF PARK DEDICATION FUNDS.
Motion carried 4-0.

b. **Attorney:**

c. **Staff:**

Community Economic Development: Report-Month end and Year to Date: Kate Thunstrom, Community Development Director, gave an update on building and code enforcement activity. Thunstrom also stated the city was awarded its full request of Anoka County HRA/EDA funds for a redevelopment plan that will be done by HKGi. Rum River Bluffs 2nd Addition is proceeding.

Public Works:

Police: Second Quarter Update: Acting Police Chief Todd Schwieger provided a quarterly report from the police department. I hope that this gives the council and residents a better understanding of what the police officers do. Schwieger explained the training and continuing education hours the officers attended during the second quarter. The officers attend a lot of training, court and other events besides taking calls and patrolling. Schwieger explained the difference between Part 1 and 2 calls for service that include theft, fraud, damage to property, burglary, DWI and assaults. In addition, Part 3, 4, and 5 offenses, are the suspicious activity, vehicle lockouts, medicals, alarms, accident, domestic situations, etc. The report that I will be giving in October I will compare the numbers to this report. Exploring options of adding the type of calls to the website. McClish asked if you have seen the theft in vehicles increase. Schwieger said I think compared to last year I believe it may be down.

City Administrator: Mayor's Proclamation: The welcome home celebration for Kiana Eide, a member of the 2016 Olympic Rhythmic Gymnastics Team will be Friday, August 26 at 6:00 pm. A proclamation was drafted and completed depending on how she does in the Olympics. Kane stated this is a day to remember. Please try to make it to the park that evening. Like staff too if possible.

9. **Report from Councilmembers:** McClish said he would like to thank all the people who attended Night to Unite in Community Park.

10. **Report from Mayor:** I too would like to thank city staff for coming to Night to Unite.

11. **Old Business:** None.

12. **New Business:** None.

13. **Adjournment:** Mayor Kane adjourned the regular city council meeting at 6:23 pm.

Barbara I. Held, City Clerk

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

SPECIAL CANVASSING BOARD MINUTES

AUGUST 12, 2016

1. **Call to Order:** Mayor Steve Kane called the Canvassing Board to order at 4:00 pm.
2. **Roll Call:** Present were Mayor Steve Kane, Council members Tim Brown, Rich Skordahl and Richard Orpen. Councilmember Chris McClish excused. Also present was City Clerk Barb Held.
3. **Resolution 2016-42: Accepting the Results of the St. Francis Municipal Races in the 2016 State Primary Election:** MOTION BY BROWN SECOND SKORDAHL TO ADOPT RESOLUTION 2016-42 A RESOLUTION TO ACCEPT THE RESULTS OF THE 2016 STATE PRIMARY ELECTION HELD ON AUGUST 9, 2016. Motion carried 4-0.

Mayor Kane adjourned the Canvassing Board meeting at 4:01 pm.

Barbara I. Held
City Clerk

Worksession Notes - August 7th, 2016

- Meeting was called to order at 3:00 p.m.
- Roll Call – Mayor and Council were all in attendance. Along with Community Development Director Kate Thunstrom, Finance Director Darcy Mulvihill, and City Administrator Joe Kohlmann.
- Agenda was adopted as presented. (Motion by Brown, second by Orpen, 5-0)
- **City Owned Property – Real Estate Broker** – Kate Thunstrom provided an overview of city owned property that is most likely to be developable in the near future. The properties included Meadows Townhome Lots; 4201 St. Francis Blvd.; Crown 2nd (north of liquor store); Village East-East Shop; and 183 acres. Kate Thunstrom was looking for direction on whether Staff should continue their marketing efforts and facilitating the sale of these properties or engage in a Real Estate Broker. The differences in the two approaches were acknowledged to be that Staff time is and has been intensive to market these properties without having access to the most professional tools and connections in the industry. Real Estate Brokers would provide a greater exposure for the properties and are paid at the time of sale of the property, if the City agrees to sell. There was discussion on the status of the Meadows property purchase agreement that was in place in earlier in the year. Direction was provided to continue with the group that had signed the purchase agreement on the Meadows. It was noted that any engagement with a broker should have a definitive timeline on it. There were questions as to how engaging with a Broker would be processed in conjunction with the corridor studies. It was noted that they would be processed concurrently. There were questions as to which broker, why, and what Staff's relationship with any broker was. It was noted that the only relationship with this particular Broker was through professional working relationships in the past and they have a history of facilitating local government owned land. It was the general consensus and direction to pursue the current purchase agreement on the Meadows townhome lots and list the following properties with a Real Estate Broker – 4201 St. Francis Blvd.; Crown 2nd; and Village East (East Shop site).
- **4020 233rd Avenue NW (Old Food n' Fuel)** – Kate Thunstrom provided an overview of the property located at 4020 233rd Avenue NW. She noted that it is a substandard building with no electricity and has code compliance issues. She also noted the concerns of criminal activity at the site and other properties owned by the same owner. She provided a list of options that included continue as is, continue code enforcement efforts while working through the legal process, city acquire and demolish- funding options include County/Federal Community Development Block Grant funds; Anoka County HRA/EDA funds; proceeds from the Meadows Townhome sales; and State Deed or other funding grant opportunities. There was discussion about getting the building demolished and not owning it. The pros of owning and controlling prime real estate in the city were also discussed. It was noted that this building seemingly has to come down. General direction was pursue all options and vet out the most effective means to address the property.
- **Storm Water Fees** – Darcy Mulvihill provided some background on the storm water fees. She discussed the possibilities and logistics of moving away from the fees and putting it on the tax levy. She discussed the impact to homeowners to move it to property taxes. Council discussed

the logistics and directed Staff to create more informational materials to address why the City is charging storm water fees. Also, Council provided direction that it should be a separate bill, considering the property owner impact by putting it on the tax levy.

- **Oak Grove Water Agreement** – Joe Kohlmann provided an overview of the letter received from Oak Grove concerning the water agreement. The three main options to respond to Oak Grove included – 1) The City can voluntarily renegotiate with Oak Grove. 2) Put Oak Grove on formal notice that it is the opinion of St. Francis that the parties have a valid binding agreement and if Oak Grove defaults, the City will terminate the agreement under specified provisions. 3) Institute a civil lawsuit in District Court requesting declaratory action seeking to bar Oak Grove from terminating the agreement. The Council discussed the issue and directed Staff to bring back a letter outlining that they are in an agreement with St. Francis.
- **Miscellaneous Items** – Staff discussed the effort to have more employees cross trained in functions of their jobs. Last year, the City hired an additional Office Assistant at City Hall. In addition, the Office Assistant was moved to Administrative Assistant. Their job descriptions were both updated to include assisting the Community Development Director, Finance Director, City Clerk, Building Official, City Clerk, City Administrator and take on special projects. This model has been effective in providing administrative support to all of the departments located at City Hall and making staff versatile in their functions. When the Public Works administrative position was replaced, that job description was updated to include help with the police administrative functions as well. This leaves the Police Records Clerk who is in an established position and description. Staff was proposing to update that job description to include more overlapping functions in Public Works. The end result of this may include an approximate \$0.80 an hour increase due to the adjusted pay class. General direction was given to staff to update the job description and come back with a proposal. It was recognized that cross training and overlapping duties provides efficiencies.
- Staff gave a verbal report on the Fire Chief. Joe Kohlmann updated Council as to the direction the fire department is going with training and functions. Council gave Staff direction to look into the longer term plan for the fire department since the contract with Chief Kohout is coming due in the spring.
- The City Administrator acknowledged his performance reviews and things he will work on and things he thought were going well.

MEMO

To: Mayor and Council

From: City Administrator

Date: 9/6/16

RE: Authorization Not to Waive Statutory Tort Liability Limits

Historically the City has chosen to not waive the statutory liability limits. Waiving the statutory limit would likely increase premiums. In addition, the statutory limits maximum exposure to \$500,000 per claimant and \$1.5 million per occurrence.

Attachments:

League of MN Cities Memo excerpt concerning Statutory Limits and waiving.

Action to be considered:

Motion to Not Waive Statutory liability limits.

RELEVANT LINKS:

See Section II.D.3,
*Purchasing higher liability
limits.*

See Section III.B, *Data
security breach and
computer-related risks.*

See Section III.J, *Land use
and special risk litigation.*

See Section III.D,
*Employees' activities in
outside organizations.*

See Section III.J, *Land use
and special risk litigation.*

Land Use Incentive
Program.

Minn. Stat. § 466.04.

Second, it's increasingly more common to see contracts require more than the statutory limit of \$1.5 million; a more common figure is \$2 million. LMCIT's higher limit meets this requirement, but if even higher limits are required, there is the option to carry LMCIT's excess liability coverage to meet the additional requirements. In some cases LMCIT, in partnership with its reinsurers, can also issue an endorsement to increase the city's coverage limit only for claims relating to a particular contract.

In addition to the LMCIT coverage limit of \$2 million per occurrence, there are annual aggregate limits (that is, limits on the total amount of coverage for the year regardless of the number of claims), for certain specific risks.

Aggregate limits apply claims arising out of the following:

- Products \$3 million annually
- Failure to supply utilities \$3 million annually
- Data security breaches \$3 million annually
- Electromagnetic fields \$3 million annually
- Limited contamination \$3 million annually
- Land use/special risk litigation \$1 million annually
- Activities in outside organizations \$100,000 annually

Failure to supply utilities applies to the failure to supply water, electricity, gas, or steam service. It also applies to damages arising out of the failure to supply phone and internet or other electronic data transmission services.

Limited contamination includes the sudden and accidental release of pollutants; herbicide and pesticide applications; sewer ruptures, overflows, and backups; lead and asbestos claims; mold claims; organic pathogen claims; hostile fire claims; and excavation and dredging claims. Excavation and dredging claims are subject to an annual \$250,000 sublimit. These limits apply to both damages and defense costs.

Land use litigation coverage is provided on a sliding scale percentage basis, which is based on participation in LMCIT's online land use training. Coverage applies to both damages and litigation costs.

2. Statutory liability limits

The statutory municipal tort cap is limited to a maximum of \$500,000 per claimant and \$1.5 million per occurrence. These limits apply whether the claim is against the city, against the individual officer or employee, or against both. The LMCIT liability coverage provides a standard limit of \$2 million per occurrence.

RELEVANT LINKS:

See *Summary of Liability Coverage Options* and the effects of choosing the various coverage structure options.

See Section II.D.3, *Purchasing higher liability limits.*

See Section II.D.3, *Purchasing higher liability limits.*

At the city’s coverage renewal each year, it must decide whether to waive or not to waive the statutory limits. There is no right or wrong answer on this point. It’s a discretionary question of city policy that each city council needs to decide for itself.

a. Waiving the statutory limit

For cities that choose to waive the statutory limits, they are waiving the protection of the statutory limits, up to the amount of coverage the city has. Someone with a claim against a city that has waived the statutory limits would be able to recover up to the LMCIT standard limit of \$2 million, rather than the statutory limit of \$500,000 per claimant. Because the waiver increases the exposure, the premium is roughly 3 percent higher for coverage under the waiver option.

A city may choose to pay more in premium for the waiver option because the statutory liability limit only comes into play in a case where the city is in fact liable and the injured party’s actual proven damages are greater than the statutory limit. Some cities as a matter of public policy may want to have more assets available to compensate their citizens for injuries caused by the city’s negligence. Waiving the statutory liability limits is a way to do that.

There is no increase in risk if the city waives the statutory liability limits. In other words, there is no risk for the city to end up with liability if LMCIT doesn’t cover it. The LMCIT waiver form specifically says the city is waiving the statutory tort caps only to the extent of the city’s coverage. That’s not to say there is no risk the city’s liability could exceed its coverage limits. There are certain situations in which this could happen, but the waiver doesn’t increase that risk.

In those cases where the city waives the statutory limit, but also purchases the LMCIT excess liability coverage, a claimant could potentially recover more. For example, if the city has \$1 million of excess coverage and chooses to waive the statutory tort caps, the claimants (whether it’s one claimant or several) could then potentially recover up to \$2.5 million in damages in a single occurrence. If the city carries higher excess coverage limits, the potential maximum recovery per occurrence is correspondingly higher.

Carrying LMCIT’s excess coverage under the waiver option is a way to address an issue that some cities find troubling: the case where many people are injured in a single occurrence caused by city negligence. An example is if a city vehicle negligently ran into a school bus full of children causing multiple serious injuries. The statutory limit of \$1.5 million divided 50 ways may not go far toward compensating for those injuries. Excess coverage under the waiver option makes more funds available to compensate the victims in that kind of situation.

RELEVANT LINKS:

See Section II.D.3,
*Purchasing higher liability
limits.*

See Section II.D.3.a,
*Statutory limits may not
apply.*

Minn. Stat. § 3.736.

The cost of the excess liability coverage is about 25 percent greater if the city waives the statutory tort caps. The cost difference is proportionally greater than the cost difference at the primary level because for a city that carries excess coverage, waiving the statutory tort caps increases both the per claimant exposure and the per occurrence exposure.

b. Not waiving the statutory limit

For cities that choose not to waive the statutory limits, the city’s liability is limited by the statute to no more than \$500,000 per claimant and \$1.5 million per occurrence. LMCIT’s higher coverage limits would only come into play on those types of claims that aren’t covered by the statutory limit.

3. Purchasing higher liability limits

LMCIT makes available the option of carrying higher coverage limits than the basic limit of \$2 million per occurrence. This coverage, called excess liability coverage, is available in \$1 million increments up to a maximum of \$5 million.

There are several different reasons why cities should strongly consider carrying LMCIT’s excess liability coverage.

a. Statutory limits may not apply

The statutory tort caps either do not or may not apply to several types of claims. Some examples include:

- *Claims under federal civil rights laws.* These include Section 1983, the Americans with Disabilities Act, and so on.
- *Claims for tort liability that the city has assumed by contract.* This occurs when a city agrees in a contract to defend and indemnify a private party.
- *Claims for actions in another state.* This might occur in border cities that have mutual aid agreements with adjoining states or when a city official attends a national conference or goes to Washington to lobby.
- *Claims based on liquor sales.* This mostly affects cities with municipal liquor stores, but it could also arise in connection with beer sales at a fire relief association fundraiser, for example.
- *Claims based on a “taking” theory.* Suits challenging land use regulations frequently include an “inverse condemnation” claim, alleging that the regulation amounts to a “taking” of the property.

September 6th, 2016

Mark Korin
Mayor
City of Oak Grove
19900 Nightingale Street NW
Oak Grove, MN 55011

Dear Mayor Korin,

Please allow me to provide a response to you in regard to your July 2, 2016 letter to the City of St. Francis regarding the water service agreement between our cities. I have asked city staff to look into this issue and provide me with the relevant information on the agreement and the background from the minutes. In short, we do not agree with your interpretation of the contract that allows Oak Grove to terminate the agreement in 2017.

In looking at the language of the agreement, the contract states:

Paragraph 1 (A) states: This contract shall be for an initial term of five (5) years from the date of the Effective Date listed above (the "Initial Term"), unless terminated earlier as hereinafter provided. (Emphasis added).

Paragraph 1 (B) states: Unless terminated in writing by the Purchaser or Seller, based upon an uncured event of default of either party, this Contract shall be automatically renewed for successive five (5) year terms after the Initial Term for a maximum cumulative term of twenty-five (25) years ("Renewal Terms"). Such written notice to terminate the Contract by Purchaser or Seller must be provided in accordance with Paragraph 9 of this Contract. (Emphasis added).

The relevant termination provision states:

9. Termination and Default

Either party shall have the right to terminate this Contract in the event that the other party fails to comply with any of the terms and conditions of this Contract upon three hundred sixty five (365) days written notice of the defaulting party provided in accordance with Section 11. In the event that the Purchaser fails to pay charges lawfully due to the Seller under the terms of this Contract, this shall constitute and event of default under the Contract by the Purchaser and the Seller shall have the right to terminate Water Service upon thirty (30) days written notice. The Contract may be terminated only after such notice is provided to the defaulting party and the defaulting party

shall have a reasonable opportunity after such notice to correct and cure any condition which is cited by the other party as a cause for termination of the Contract. Upon such cure, Water Service shall continue in accordance with the terms of this Contract. (Emphasis added).

And most importantly, Paragraph 14 states:

14. Complete Contract; Amendments.

This contract constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this contract must be in writing and executed by both parties. (Emphasis added).

While I see that the Oak Grove City Council directed their City Attorney on June 22, 2002 to negotiate a right to terminate without default and support this request with by explaining it would be in the event of the City of Oak Grove puts in their own water system, it is not what the final executed agreement stated. (See June 22, 2002 minutes).

This is followed up by St. Francis City Attorney Scott Lepak's report to the St. Francis City Council with several requests from the City of Oak Grove's City Attorney, including wanting to be able to terminate if Oak Grove builds its own system, wanting St. Francis to pay for building the system, reducing the charge from 110% to 102%, crediting the fire department for fire calls, etc. The Council reduced the term to 25 years, and the minutes state "If in 5 years the Council agreed that they decide to put up their own tower, it would be ok to annul the agreement." They also agreed to reduce the rate to 102% (See July 1, 2002 minutes).

The way I read the minutes in conjunction with the contract: this was a onetime event of termination at the 5 year point. No one on the St. Francis City Council states they should get that opportunity every five years. Further, the minutes state that "Lepak stated in regard to putting up their own tower Lepak stated he would like to see some type of guarantee that they do not put it up too soon due to the fact we are putting up a tower which would place a burden on us." (See July 1, 2002 minutes).

In addition, when Oak Grove passed the agreement on July 29, 2002 the minutes specifically state:

Mr. Kelly presented the draft Water Service and Purchase Agreement for the Ponds. He reviewed the changes.

Mayor Falbo questioned if St. Francis was generally in agreement with the rate? Mr. Kelley stated yes, they are in agreement with the 102% rate.

There were no questions from the Council on the termination clauses. Therefore, I do not see anything at this point that would suggest that the parties negotiated anything but a valid binding contract that specifically states that it is the entire agreement. It appears at this point that the Oak Grove City Attorney apparently did not negotiate the optional additional termination clauses every five years and the Oak Grove City Council did not follow up on their previous direction.

In addition, whether the Oak Grove Council gave the attorney direction does not change the language of the agreement. The Oak Grove City Council ratified the agreement. Oak Grove asked for several other concessions from St. Francis. It received several of them, including a lower price of the water. The St. Francis City Council gave Oak Grove an optional termination at five years in case it decided to build its own water tower. The City of Oak Grove declined to exercise this option and terminate the contract when they had the opportunity. The contract states that it will automatically renew for successive five year terms for a maximum cumulative term of 25 years.

Further, after Oak Grove decided not to terminate the agreement at the end of the initial five year term in July of 2007; the City of St. Francis constructed a Water Treatment Plant, which became operational in December of 2008. Due to the agreement with Oak Grove, the City of St. Francis constructed the plant with increased water storage capacity that was calculated to serve the needs of Oak Grove under the agreement. Due to St. Francis constructing the plant and water storage tank in a larger size to serve Oak Grove's needs, the extended term was required to provide assurances that St. Francis would be able to repay the financing for the plant. Had Oak Grove terminated the agreement in 2007, St. Francis would not have undertaken the additional costs associated with the Treatment Plant and the increased storage capacity.

Therefore, it is the position of the City of St. Francis that we have a valid binding agreement to provide water service to Oak Grove for the entire full set of terms until 2027. If Oak Grove moves to terminate the contract, it would be our position that the City of Oak Grove would be engaging in an event of default on its obligations under the agreement. If this were to happen, the City of St. Francis would examine all of its legal remedies to enforce the contract as it is written. Please do not hesitate to contact St. Francis City Administrator Joe Kohlmann or myself with any questions.

Sincerely,

Steve Kane
Mayor
City of St. Francis

Cc: Joe Kohlmann, City Administrator
Scott Lepak, City Attorney
Kate Thunstrom, Community Development Director
Paul Teicher, Public Works Director



City Hall
19900 Nightingale Street NW
Oak Grove, Minnesota 55011
Main (763) 404-7000
Fax (763) 404-7001

June 28, 2016

To: City of St. Francis
Attn: City Planner/Coordinator
23671 St. Francis Blvd
P.O. 730
St. Francis, MN 55070

In accordance with the water service and purchase agreement dated July 29, 2002, the City of Oak Grove hereby gives notice of its intention not to renew the agreement at the end of its current term, which ends on July 29, 2017. Oak Grove is not "terminating" the agreement due to an alleged breach by St. Francis. Rather, the City simply will not enter or continue the agreement for the next 5 year period on its current terms.

The City acknowledges that sections 1B and 9 could be read as establishing a contract with a 25 year term that is only terminable upon 365 days' notice of a breach that remains uncured. Such reading, however, is inconsistent with the language in sections 1A and 1B that clearly establish a contract with an initial 5 year term, and up to 4 renewal terms of 5 years each. Establishing individual 5 year terms would be meaningless if the parties meant to enter a 25 year agreement. This reading is also inconsistent with the reference to 25 years as the "maximum cumulative term" which indicates that the parties did not intend to simply contract for 25 years. Further, research into the minutes of both City councils at the time the agreement was negotiated, indicates that the parties recognized that the agreement would be terminable if Oak Grove constructed its own system to serve the area. At best, the agreement is ambiguous with respect to the term.

Oak Grove wishes to give St. Francis ample notice of its intent to non-renew. During the ensuing months, the City of Oak Grove will study options for water service to its residents that may include the following:

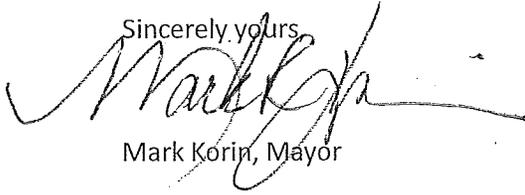
1. A new agreement with the City of St. Francis that better reflects an appropriate cost for the water supplied. (The current agreement charges Oak Grove for delivered water at 2% over the rate charged to St. Francis retail customers. The agreement is untenable because the

rate includes costs for maintenance of the distribution system, home meters, hydrant flushing, residential billing and collections, all of which are provided by Oak Grove.)

2. Extension of a watermain from the city of Oak Grove public water supply at Lake George to the Ponds.
3. Construction of an independent water supply to serve the Ponds.

As the City of Oak Grove considers its options, it remains ready to meet with St. Francis representatives to discuss an agreement for service that is equitable to both communities.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Mark Korin", with a long horizontal flourish extending to the right.

Mark Korin, Mayor



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

August 30, 2016

Mr. Paul Teicher, Public Works Director
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

RE: 2015 – Bridge Street Utility Improvements
St. Francis, Minnesota
BMI Project No: R18.107257

Dear Paul,

Enclosed please find three signed copies of Payment Estimate No. 9 and Change Order No. 2 for the above referenced project. The estimate and change order includes all work completed through August 26, 2016. We have reviewed the estimate and change order and recommend approval as submitted. Please review the estimate and change order, and if acceptable, sign and date all copies of the documents and forward one copy each to LaTour Construction, Inc. with payment, one copy each to myself, and keep one copy each for your records.

If you have any questions, please call.

Sincerely,

BOLTON & MENK, INC.

Jared Voge, P.E.
City Engineer

JAV/kg

Enclosures

CONTRACTOR'S PAY REQUEST
 2015 BRIDGE STREET UTILITY IMPROVEMENTS
 ST. FRANCIS, MINNESOTA
 BMI PROJECT NO. R18.107257

CONTRACTOR
 OWNER
 ENGINEER

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS.....	\$ 1,314,073.97
TOTAL, COMPLETED WORK TO DATE.....	\$ 1,204,430.62
TOTAL, STORED MATERIALS TO DATE.....	\$ 20,507.95
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED.....	\$ 20,507.95
TOTAL, COMPLETED WORK & STORED MATERIALS.....	\$ 1,204,430.62
RETAINED PERCENTAGE (5%).....	\$ 60,221.53
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS).....	\$ -
NET AMOUNT DUE TO CONTRACTOR TO DATE.....	\$ 1,144,209.09
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES.....	\$ 890,948.94
PAY CONTRACTOR AS ESTIMATE NO. 9	\$ 253,260.15

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

By  PROJECT MANAGER 8/30/16
 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 8/30/16
 Jared Voge, P.E. Title Date

APPROVED FOR PAYMENT:
 Owner: ST. FRANCIS, MINNESOTA

By _____ City Administrator _____
 Joe Kohlmann Title Date

PARTIAL PAY ESTIMATE NO. 9

2015 BRIDGE STREET UTILITY IMPROVEMENTS
ST. FRANCIS, MINNESOTA
BMI PROJECT NO. R18.107257

WORK COMPLETED THROUGH AUGUST 26, 2016

ITEM NO.	DESCRIPTION	UNIT PRICE	CONTRACT		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			BID QUANTITY	BID AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT
1	MOBILIZATION	\$ 172,000.00	1	\$ 172,000.00	1.00	\$ 172,000.00	1.00	\$ 172,000.00
2	CLEARING AND GRUBBING	\$ 16,000.00	1	\$ 16,000.00	1.00	\$ 16,000.00	1.00	\$ 16,000.00
3	REMOVE CONCRETE CURB & GUTTER	\$ 4.00	580	\$ 2,320.00	488	\$ 1,952.00	638	\$ 2,552.00
4	REMOVE BITUMINOUS PAVEMENT	\$ 3.25	4001	\$ 13,003.25	3393	\$ 11,027.25	4704	\$ 15,288.00
5	REMOVE CONCRETE PAVEMENT	\$ 6.40	200	\$ 1,280.00	160	\$ 1,024.00	288	\$ 1,843.20
6	REMOVE SANITARY SEWER PIPE	\$ 4.50	2025	\$ 9,112.50	1494	\$ 6,723.00	1903	\$ 8,563.50
7	REMOVE SANITARY SEWER STRUCTURE	\$ 420.00	13	\$ 5,460.00	3	\$ 1,260.00	4	\$ 1,680.00
8	ABANDON SANITARY SEWER PIPE	\$ 3.45	706	\$ 2,435.70			534	\$ 1,842.30
9	REMOVE LIFT STATION	\$ 8,600.00	1	\$ 8,600.00	1	\$ 8,600.00	1	\$ 8,600.00
10	COMMON EXCAVATION (P) (EV)	\$ 9.75	2675	\$ 26,081.25	2100	\$ 20,475.00	2300	\$ 22,425.00
11	SELECT GRANULAR BORROW	\$ 16.45	1735	\$ 28,540.75	691	\$ 11,366.95	739	\$ 12,149.97
12	AGGREGATE SURFACING CLASS 5	\$ 20.00	50	\$ 1,000.00				
13	AGGREGATE BASE CLASS 5 (CV)	\$ 29.65	875	\$ 25,943.75	584	\$ 17,315.60	865.35	\$ 25,657.63
14	TYPE SP 12.5 WEARING COURSE (3.C) (SPWEB340C) (2360)	\$ 97.15	645	\$ 62,661.75	392	\$ 38,082.80	576	\$ 55,958.40
15	TYPE SP 12.5 NON-WEARING COURSE (3.B) (SPNWB330B) (2360)	\$ 86.35	670	\$ 57,854.50	392	\$ 33,849.20	545	\$ 47,060.75
16	8" X 6" PVC SDR 26 WYE	\$ 725.00	7	\$ 5,075.00	3	\$ 2,175.00	3	\$ 2,175.00
17	CONNECT TO EXISTING SANITARY SEWER SERVICE	\$ 140.00	7	\$ 980.00	3	\$ 420.00	5	\$ 700.00
18	AIR RELIEF MANHOLE	\$ 3,830.00	4	\$ 15,320.00	4	\$ 15,320.00	4	\$ 15,320.00
19	AIR RELIEF VALVE ASSEMBLY	\$ 2,845.00	4	\$ 11,380.00	4	\$ 11,380.00	4	\$ 11,380.00
20	CONNECT TO EXISTING FORCEMAIN	\$ 1,630.00	4	\$ 6,520.00	4	\$ 6,520.00	4	\$ 6,520.00
21	20" STEEL CASING PIPE (JACKED)	\$ 754.00	38	\$ 28,652.00	42	\$ 31,668.00	42	\$ 31,668.00
22	30" STEEL CASING PIPE (JACKED)	\$ 709.00	65	\$ 46,085.00			65	\$ 46,085.00
23	8" PVC SANITARY SEWER PIPE SDR 35	\$ 42.60	784	\$ 33,398.40	548	\$ 23,344.80	774	\$ 32,972.40
24	12" PVC SANITARY SEWER PIPE SDR 26	\$ 57.00	29	\$ 1,653.00			4	\$ 228.00
25	18" PVC SANITARY SEWER PIPE SDR 26	\$ 82.65	2303	\$ 190,342.95	1446	\$ 119,511.90	2124	\$ 175,548.60
26	10" ID FORCEMAIN TRENCHLESS INSTALLATION	\$ 65.00	2512	\$ 163,280.00	2340	\$ 152,100.00	2340	\$ 152,100.00
27	10" ID HDPE DR 11 FORCEMAIN TRENCHLESS INSTALLATION	\$ 79.00	700	\$ 55,300.00	577	\$ 45,583.00	577	\$ 45,583.00
28	6" PVC SANITARY SEWER PIPE SDR 26	\$ 29.75	110	\$ 3,272.50	64	\$ 1,904.00	78	\$ 2,320.50
29	CASTING ASSEMBLY (SANITARY)	\$ 761.00	11	\$ 8,371.00	6	\$ 4,566.00	11	\$ 8,371.00
30	CONNECT TO EXISTING WATERMAIN	\$ 1,300.00	1	\$ 1,300.00			1	\$ 1,300.00
31	6" GATE VALVE & BOX	\$ 1,525.00	2	\$ 3,050.00	1	\$ 1,525.00	1	\$ 1,525.00
32	8" GATE VALVE & BOX	\$ 2,020.00	1	\$ 2,020.00				
33	10" GATE VALVE & BOX	\$ 2,700.00	1	\$ 2,700.00	1	\$ 2,700.00	1	\$ 2,700.00
34	HYDRANT	\$ 3,950.00	1	\$ 3,950.00			1	\$ 3,950.00
35	6" PVC C-900 DR 18 WATERMAIN	\$ 37.00	5	\$ 185.00			8	\$ 296.00
36	8" PVC C-900 DR 18 WATERMAIN	\$ 24.50	240	\$ 5,880.00			208	\$ 5,096.00
37	CONNECT TO EXISTING SANITARY SEWER	\$ 2,700.00	5	\$ 13,500.00	3	\$ 8,100.00	6	\$ 16,200.00
38	CONSTRUCT SANITARY MANHOLE, DES. 4007	\$ 178.00	154	\$ 27,412.00	110	\$ 19,628.06	154.64	\$ 27,525.92
39	SANITARY SEWER BYPASS	\$ 13,900.00	1	\$ 13,900.00			1	\$ 13,900.00
40	PIPE FITTINGS	\$ 7.25	367	\$ 2,660.75	848	\$ 6,148.00	946	\$ 6,858.50

ITEM NO.	DESCRIPTION	UNIT PRICE	CONTRACT		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			BID QUANTITY	BID AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT
41	5" CONCRETE SIDEWALK	\$ 7.00	755	\$ 5,285.00	300	\$ 2,100.00	300	\$ 2,100.00
42	B618 CONCRETE CURB & GUTTER	\$ 24.55	580	\$ 14,239.00			553	\$ 13,576.15
43	7" CONCRETE DRIVEWAY PAVEMENT	\$ 72.25	165	\$ 11,921.25			146.6	\$ 10,591.85
44	TRAFFIC CONTROL	\$ 11,700.00	1	\$ 11,700.00	0.85	\$ 9,945.00	1.00	\$ 11,700.00
45	SILT FENCE, TYPE MACHINE SLICED	\$ 1.95	2630	\$ 5,128.50	196	\$ 382.20	196	\$ 382.20
46	STORM DRAIN INLET PROTECTION	\$ 100.00	13	\$ 1,300.00	6	\$ 600.00	8	\$ 800.00
47	SEDIMENT CONTROL LOG TYPE WOOD FIBER	\$ 4.50	850	\$ 3,825.00	852	\$ 3,834.00	852	\$ 3,834.00
48	STABILIZED CONSTRUCTION ENTRANCE	\$ 850.00	1	\$ 850.00	1	\$ 850.00	1	\$ 850.00
49	EROSION CONTROL BLANKET CATEGORY 3, SEED MIX 25-131, FERTILIZER TYPE 3 (22-5-10)	\$ 2.65	760	\$ 2,014.00	552	\$ 1,462.80	552	\$ 1,462.80
50	HYDRAULIC MATRIX TYPE BONDED FIBER, SEED MIX 25-131, FERTILIZER TYPE 3 (22-5-10)	\$ 1.05	8180	\$ 8,589.00	6800	\$ 7,140.00	9240	\$ 9,702.00
51	4" SOLID LINE WHITE - EPOXY	\$ 0.70	2175	\$ 1,522.50	1120	\$ 784.00	1120	\$ 784.00
52	4" SOLID DOUBLE LINE YELLOW - EPOXY	\$ 1.40	2540	\$ 3,556.00	1670	\$ 2,338.00	1670	\$ 2,338.00
53	FLOW METER REPLACEMENT	\$ 27,600.00	2	\$ 55,200.00	2	\$ 55,200.00	2	\$ 55,200.00
			SUBTOTAL = \$ 1,203,611.30		\$ 876,905.56		\$ 1,115,264.67	

CHANGE ORDER NO. 1

1	RIVERS EDGE LIFT STATION CONNECTION/RUM RIVER FORCEMAIN CROSSING	\$ 60,935.43	1	\$ 60,935.43	1	\$ 60,935.43	1	\$ 60,935.43
			SUBTOTAL = \$ 60,935.43		\$ 60,935.43		\$ 60,935.43	

CHANGE ORDER NO. 2

1	WATERMAIN SYSTEM MAINTENANCE	\$ 49,527.24	1	\$ 49,527.24		\$ -	0.57	\$ 28,230.53
			SUBTOTAL = \$ 49,527.24		\$ -		\$ 28,230.53	

TOTAL = \$ 1,314,073.97 \$ 937,840.99 \$ 1,204,430.62

Change Order

No. 2

Date of Issuance: 8/26/2016

Effective Date:

Project: 2015 57 th Bridge Street Utility Improvements	Owner: City of St. Francis	Owner's Contract No.:
Contract: 2015 Bridge Street Utility Improvements		Date of Contract: 10/02/2015
Contractor: LaTour Construction, Inc.		Engineer's Project No.: R18.107257

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Watermain System Maintenance: As approved at the March 26, 2016 City Council meeting, a portion of the watermain maintenance work has been completed. Within the Bridge Street Corridor isolation valves were replaced on the mainline and isolation valves were added at hydrant locations. Hydrants were also replaced with hydrants meeting the current city standard. This change order reflects additional time, equipment, and labor necessary to complete the valve installations and watermain replacement.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,203,611.30

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1 :

\$60,935.43

Contract Price prior to this Change Order:

\$1,264,546.73

Increase of this Change Order:

\$49,527.24

Contract Price incorporating this Change Order:

\$1,314,073.97

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (date): August 23, 2016

Ready for final payment (date): August 30, 2016

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (date): August 23, 2016

Ready for final payment (date): August 30, 2016

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (date): August 23, 2016

Ready for final payment (date): August 30, 2016

RECOMMENDED: Bolton & Menk, Inc.

By: AVR

Engineer (Authorized Signature)

Date: 8/30/16

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: J. Hill

Contractor (Authorized Signature)

Date: 8/30/16

Approved by Funding Agency (if applicable): _____

Date: _____

CHANGE ORDER NO. 2

2015 BRIDGE STREET UTILITY IMPROVEMENTS
ST. FRANCIS, MINNESOTA
BMI PROJECT NO. R18.107257

WORK COMPLETED THROUGH AUGUST 26, 2016

	UNIT	UNIT PRICE	QUANTITY	AMOUNT
CHANGE ORDER NO. 2				
1 WATERMAIN SYSTEM MAINTENANCE	LUMP SUM	\$ 49,527.24	1	\$ 49,527.24
			TOTAL =	\$ 49,527.24

**CITY COUNCIL
AGENDA REPORT**
Agenda Item #: 4 g

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Bill List to be considered by Council
DATE: 08-29-2016

ITEM FOR CONSIDERATION:

Attached are the bills received since the last council meeting. Total checks to be written are \$246,841.00 plus any additional bills that are handed out on Tuesday night. Also to be approved are 9 manual checks from August totaling \$2,671.27.

BACKGROUND:

City's accounts payable bill listing is approved at each council meeting. Payroll and ACH transfers are approved after month end.

ACTION BE TO CONSIDERED:

Approved under consent agenda to allow Finance Director to draft checks or ACH withdrawals for the attached bill list. Please note additional bills may be handed out at the council meeting.

BUDGET IMPLICATION:

City bills

S:\FORMS\AGENDA REPORT.doc

Attachments:

1. 09-06-2016 Packet List
2. 09-06-2016 Other Checks

Note: Additional bills will be handed out at the meeting.



PAYMENT BATCH AP 09-06-16

ANOKA COUNTY CENTRAL COMM.

08/11/2016	2016070	E 101-42110-441	Miscellaneous	REMOTE POWER CABLE	44.25
					<u>\$44.25</u>

ASSURANT EMPLOYEE BENEFITS

08/23/2016	.0916	E 101-41400-130	Employer Paid Insurance	SEPTEMBER PREMIUM	251.56
08/23/2016	.0916	E 101-41500-130	Employer Paid Insurance	SEPTEMBER PREMIUM	75.67
08/23/2016	.0916	E 101-41910-130	Employer Paid Insurance	SEPTEMBER PREMIUM	69.49
08/23/2016	.0916	E 101-42110-130	Employer Paid Insurance	SEPTEMBER PREMIUM	465.43
08/23/2016	.0916	E 101-42400-130	Employer Paid Insurance	SEPTEMBER PREMIUM	117.88
08/23/2016	.0916	E 101-43100-130	Employer Paid Insurance	SEPTEMBER PREMIUM	200.93
08/23/2016	.0916	E 101-43210-130	Employer Paid Insurance	SEPTEMBER PREMIUM	44.66
08/23/2016	.0916	E 101-45200-130	Employer Paid Insurance	SEPTEMBER PREMIUM	200.93
08/23/2016	.0916	E 601-49440-130	Employer Paid Insurance	SEPTEMBER PREMIUM	58.87
08/23/2016	.0916	E 602-49490-130	Employer Paid Insurance	SEPTEMBER PREMIUM	58.86
08/23/2016	.0916	E 609-49750-130	Employer Paid Insurance	SEPTEMBER PREMIUM	124.65
					<u>\$1,668.93</u>

BELLBOY CORPORATION

08/09/2016	54853800	E 609-49751-206	Freight and Fuel Charges	FREIGHT	17.05
08/09/2016	54853800	E 609-49751-251	Liquor For Resale	LIQUOR	1,360.50
08/09/2016	54853800	E 609-49751-253	Wine For Resale	WINE	126.00
08/09/2016	94405500	E 609-49750-210	Operating Supplies	OP SUPPLIES	125.28
08/09/2016	94405500	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.60
08/23/2016	55050200	E 609-49751-206	Freight and Fuel Charges	FREIGHT	29.45
08/23/2016	55050200	E 609-49751-251	Liquor For Resale	LIQUOR	582.50
08/23/2016	55050200	E 609-49751-253	Wine For Resale	WINE	1,260.00
08/23/2016	94485600	E 609-49750-210	Operating Supplies	OP SUPPLIES	152.52
08/23/2016	94485600	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.72
					<u>\$3,662.62</u>

BERNICK COMPANIES, THE

08/13/2016	161476	E 609-49751-252	Beer For Resale	BEER	365.40
					<u>\$365.40</u>

BOLTON & MENK, INC.

07/20/2016	0192658	G 602-16500	Construction in Progress	2015 BRIDGE ST. CONSTRUCTIC	29,402.40
07/20/2016	0192659	E 101-41910-303	Engineering Fees	LGU	186.00
07/20/2016	0192666	E 603-49490-303	Engineering Fees	MS4 PERMIT	1,836.00
07/20/2016	0192684	E 101-41910-303	Engineering Fees	2016 GENERAL ENGINEERING	691.00
07/20/2016	0192684	E 101-43100-303	Engineering Fees	2016 GENERAL ENGINEERING	2,064.00
07/20/2016	0192684	E 101-45200-303	Engineering Fees	2016 GENERAL ENGINEERING	315.00
07/20/2016	0192684	E 601-49440-303	Engineering Fees	2016 GENERAL ENGINEERING	345.00
07/20/2016	0192684	E 602-49490-303	Engineering Fees	2016 GENERAL ENGINEERING	345.00
07/20/2016	0192749	E 417-43100-303	Engineering Fees	PEDERSON DRIVE IMPROVE 20'	27,449.30
07/31/2016	0193245	G 602-16500	Construction in Progress	WASTEWATER FACILITY IMP	47,519.53
					<u>\$110,153.23</u>

BREAKTHRU BEVERAGE

08/11/2016	1080511491	E 609-49751-206	Freight and Fuel Charges	FREIGHT	34.65
08/11/2016	1080511491	E 609-49751-251	Liquor For Resale	LIQUOR	1,580.85
08/18/2016	1080514917	E 609-49751-206	Freight and Fuel Charges	FREIGHT	123.06
08/18/2016	1080514917	E 609-49751-251	Liquor For Resale	LIQUOR	6,989.63
08/18/2016	1080514917	E 609-49751-253	Wine For Resale	WINE	556.00
08/18/2016	1080514917	E 609-49751-255	N/A Products	NA	108.00
					<u>\$9,392.19</u>

BROTHERS FIRE PROTECTION CO

08/19/2016	100345	E 101-42110-401	Repairs/Maint Buildings	SERVICE PANEL DIAGNOSIS	50.83
08/19/2016	100345	E 101-43100-401	Repairs/Maint Buildings	SERVICE PANEL DIAGNOSIS	50.83
08/19/2016	100345	E 101-43210-401	Repairs/Maint Buildings	SERVICE PANEL DIAGNOSIS	50.83
08/19/2016	100345	E 101-45200-401	Repairs/Maint Buildings	SERVICE PANEL DIAGNOSIS	50.83
08/19/2016	100345	E 601-49440-401	Repairs/Maint Buildings	SERVICE PANEL DIAGNOSIS	50.84
08/19/2016	100345	E 602-49490-401	Repairs/Maint Buildings	SERVICE PANEL DIAGNOSIS	50.84
					\$305.00

CENTERPOINT ENERGY

08/16/2016	.08160	E 101-41940-383	Gas Utilities	CITY HALL #1	15.85
08/16/2016	.08160	E 101-41940-383	Gas Utilities	CITY HALL #3	15.85
08/16/2016	.08160	E 101-41940-383	Gas Utilities	CITY HALL #2	15.85
08/16/2016	.08160	E 101-41940-383	Gas Utilities	CITY HALL #4	16.98
08/16/2016	.08160	E 101-42110-383	Gas Utilities	POLICE/PW	98.89
08/16/2016	.08160	E 101-42210-383	Gas Utilities	FIRE	52.90
08/16/2016	.08160	E 101-42210-383	Gas Utilities	FIRE GENERATOR	19.85
08/16/2016	.08160	E 101-43100-383	Gas Utilities	POLICE/PW	24.72
08/16/2016	.08160	E 101-45200-383	Gas Utilities	POLICE/PW	24.72
08/16/2016	.08160	E 101-45200-383	Gas Utilities	WARMING HOUSE	22.72
08/16/2016	.08160	E 601-49440-383	Gas Utilities	POLICE/PW	24.72
08/16/2016	.08160	E 601-49440-383	Gas Utilities	WATER PLANT	136.51
08/16/2016	.08160	E 601-49440-383	Gas Utilities	PUBLIC WORKS (4020 ST FRANK	11.09
08/16/2016	.08160	E 602-49490-383	Gas Utilities	PUBLIC WORKS (4020 ST FRANK	11.10
08/16/2016	.08160	E 602-49490-383	Gas Utilities	POLICE/PW	24.72
08/16/2016	.08160	E 602-49490-383	Gas Utilities	LIFT (23699 AMBASSADOR)	19.06
08/16/2016	.08160	E 602-49490-383	Gas Utilities	WWTP	22.19
08/16/2016	.08160	E 609-49750-383	Gas Utilities	LIQUOR	23.78
					\$581.50

CENTURY LINK

08/07/2016	.0816	E 601-49440-321	Telephone	PHONE	63.91
08/07/2016	.0816	E 602-49490-321	Telephone	PHONE	63.90
					\$127.81

CITY EMPLOYEES UNION, LOCAL #3

08/17/2016	.0916	G 101-21707	Union Dues	SEPT UNION DUES	197.40
					\$197.40

COLONIAL INSURANCE

08/24/2016	7129661-0905349	G 101-21712	Colonial Insurance	SEPTEMBER PREMIUM	365.78
					\$365.78

CONNEXUS ENERGY

08/22/2016	.0816	E 101-41940-381	Electric Utilities	SIGN	93.21
08/22/2016	.0816	E 101-41940-381	Electric Utilities	CITY HALL	459.70
08/22/2016	.0816	E 101-42110-381	Electric Utilities	POLICE/PW	1,068.91
08/22/2016	.0816	E 101-42110-381	Electric Utilities	SIREN	5.00
08/22/2016	.0816	E 101-42110-381	Electric Utilities	SIREN	5.00
08/22/2016	.0816	E 101-42210-381	Electric Utilities	FIRE	638.49
08/22/2016	.0816	E 101-43100-381	Electric Utilities	POLICE/PW	267.22
08/22/2016	.0816	E 101-43100-386	Street Lighting	STREET LIGHTS	3,345.84
08/22/2016	.0816	E 101-45200-381	Electric Utilities	PARKS	394.12
08/22/2016	.0816	E 101-45200-381	Electric Utilities	POLICE/PW	267.22
08/22/2016	.0816	E 601-49440-380	Electric-System	WATER	5,539.07
08/22/2016	.0816	E 601-49440-381	Electric Utilities	POLICE/PW	267.22
08/22/2016	.0816	E 602-49490-381	Electric Utilities	POLICE/PW	267.22
08/22/2016	.0816	E 602-49490-381	Electric Utilities	LIFT STATIONS	6,133.42
08/22/2016	.0816	E 609-49750-381	Electric Utilities	LIQUOR STORE	1,599.53
					\$20,351.17

CORPORATE CONNECTION

08/15/2016	43155	E 101-42110-437	Uniform Allowance	UNIFORMS	145.04
08/15/2016	43155	E 101-43100-417	Uniform Clothing & PPE	UNIFORMS	49.10
08/15/2016	43155	E 101-43210-417	Uniform Clothing & PPE	UNIFORMS	49.10
08/15/2016	43155	E 101-45200-417	Uniform Clothing & PPE	UNIFORMS	49.10
08/15/2016	43155	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	49.10
08/15/2016	43155	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	49.10

						\$390.54
CRYSTAL SPRINGS ICE						
08/09/2016	003.B000781	E 609-49751-254	Miscellaneous Merchandise	MISC		40.74
08/13/2016	2572	E 609-49751-254	Miscellaneous Merchandise	MISC		84.32
08/16/2016	003.B000881	E 609-49751-254	Miscellaneous Merchandise	MISC		113.64
08/23/2016	003.B000993	E 609-49751-254	Miscellaneous Merchandise	MISC		179.38
						\$418.08
DAHLHEIMER DIST. CO. INC.						
08/10/2016	1212016	E 609-49751-252	Beer For Resale	BEER		8,253.60
08/17/2016	130679	E 609-49751-252	Beer For Resale	BEER		9,099.45
08/17/2016	130679	E 609-49751-254	Miscellaneous Merchandise	MISC		256.00
08/24/2016	131286	E 609-49751-252	Beer For Resale	BEER		5,499.70
08/24/2016	131286	E 609-49751-254	Miscellaneous Merchandise	MISC		2,112.00
						\$25,220.75
DELTA DENTAL						
08/15/2016	6604426	G 101-21711	Dental Insurance	PREMIUM		560.65
						\$560.65
DRIVER & VEHICLE SERVICES						
08/15/2016	.0918	E 101-42110-221	Vehicle Repair & Maintenance	REG. RENEWAL 2014 DODGE		243.00
						\$243.00
EAGLE GARAGE DOOR CO.						
08/01/2016	4232	E 101-42110-401	Repairs/Maint Buildings	GARAGE DOOR REPAIRS		51.50
08/01/2016	4232	E 101-43100-401	Repairs/Maint Buildings	GARAGE DOOR REPAIRS		51.50
08/01/2016	4232	E 101-45200-401	Repairs/Maint Buildings	GARAGE DOOR REPAIRS		51.50
08/01/2016	4232	E 601-49440-401	Repairs/Maint Buildings	GARAGE DOOR REPAIRS		51.50
08/01/2016	4232	E 602-49490-401	Repairs/Maint Buildings	GARAGE DOOR REPAIRS		51.50
						\$257.50
ECM PUBLISHERS, INC.						
08/19/2016	396042	E 101-41400-351	Legal Notices Publishing	ORD 221 PUBL		268.75
08/19/2016	396043	E 101-41400-351	Legal Notices Publishing	ORD 223 PUBL		155.88
08/19/2016	396044	E 101-41400-351	Legal Notices Publishing	ORD 222 PUBL		53.75
08/19/2016	396045	E 101-41910-351	Legal Notices Publishing	EDA MEADOWS HEARING		43.00
						\$521.38
EMERGENCY AUTOMOTIVE TECH. INC						
08/10/2016	RS4373	E 402-42110-550	C-O-L Motor Vehicles	2016 DODGE CHARGER		7,101.35
						\$7,101.35
FERGUSON WATERWORKS						
08/15/2016	0206406	E 601-49440-259	Water Meters	PROTECTUS REGISTERS		371.42
						\$371.42
FIRE SAFETY USA, INC.						
08/16/2016	91694	E 402-42210-580	C-O-L Other Equipment	FIRE GEAR		1,325.00
						\$1,325.00
G&K SERVICES, INC						
08/23/116	1043556301	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS		4.90
08/23/116	1043556301	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS		4.90
08/09/2016	1043545190	E 609-49750-219	Rug Maintenance	RUGS		11.23
08/16/2016	1043550766	E 601-49440-417	Uniform Clothing & PPE	UNIFORMAS		4.90
08/16/2016	1043550766	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS		4.90
08/23/2016	1043556298	E 609-49750-219	Rug Maintenance	RUGS		11.23
08/23/2016	1043556300	E 101-42110-402	Janitorial Service	RUGS & SUPPLIES		8.52
08/23/2016	1043556300	E 101-43100-402	Janitorial Service	RUGS & SUPPLIES		8.52
08/23/2016	1043556300	E 101-45200-402	Janitorial Service	RUGS & SUPPLIES		8.52
08/23/2016	1043556300	E 601-49440-402	Janitorial Service	RUGS & SUPPLIES		8.52
08/23/2016	1043556300	E 602-49490-402	Janitorial Service	RUGS & SUPPLIES		8.52
						\$84.66
GERDIN AUTO SERVICE, INC.						
08/22/2016	83018	E 208-42110-436	Towing Charges	TOW - REPO		304.00

\$304.00

GRANITE CITY JOBBING CO.

08/09/2016	17818	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
08/09/2016	17818	E 609-49751-254	Miscellaneous Merchandise	MISC	7.38
08/09/2016	17818	E 609-49751-256	Tobacco Products For Resale	TOBACCO	1,032.32
08/16/2016	18627	E 609-49750-210	Operating Supplies	OP SUPPLIES	22.17
08/16/2016	18627	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
08/16/2016	18627	E 609-49751-254	Miscellaneous Merchandise	MISC	48.87
08/16/2016	18627	E 609-49751-256	Tobacco Products For Resale	TOBACCO	887.98
08/16/2016	18627	G 101-20810	Sales Tax Payable	USE TAX	(1.44)
08/23/2016	19376	E 609-49750-210	Operating Supplies	OP SUPPLIES	26.73
08/23/2016	19376	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.09
08/23/2016	19376	E 609-49751-256	Tobacco Products For Resale	TOBACCO	639.90
					<hr/>
					\$2,678.50

GREAT LAKES COCA-COLA

08/09/2016	3609200131	E 609-49751-254	Miscellaneous Merchandise	MISC	357.60
08/23/2016	3609200320	E 609-49751-254	Miscellaneous Merchandise	MISC	(29.70)
08/23/2016	3609200321	E 609-49751-254	Miscellaneous Merchandise	MISC	500.94
					<hr/>
					\$828.84

HAWKINS, INC.

08/17/2016	3937105	E 601-49440-216	Chemicals and Chem Products	CHLORINE	454.00
					<hr/>
					\$454.00

HOISINGTON KOEGLER GROUP, INC

08/09/2016	016-043-1	E 101-41910-318	Economic Development	PROFESSIONAL SERVICES	3,253.91
					<hr/>
					\$3,253.91

INNOVATIVE OFFICE SOLUTIONS, L

08/11/2016	IN1277464	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	150.40
08/16/2016	IN1282356	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	211.40
08/23/2016	SO-13096532	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	64.56
					<hr/>
					\$426.36

ISANTI COUNTY TREASURER

08/25/2016	.0816	E 208-42110-441	Miscellaneous	CASE #13-015102	251.00
					<hr/>
					\$251.00

ISD #15

08/16/2016	2687	E 101-42110-218	Equipment Repair & Maintenance	2012 CAT	125.80
08/16/2016	2687	E 101-43100-218	Equipment Repair & Maintenance	2012 CAT	125.80
08/16/2016	2687	E 101-43210-218	Equipment Repair & Maintenance	2012 CAT	125.80
08/16/2016	2687	E 101-45200-218	Equipment Repair & Maintenance	2012 CAT	125.80
08/16/2016	2687	E 601-49440-228	Equipment Maintenance	2012 CAT	125.79
08/16/2016	2687	E 602-49490-228	Equipment Maintenance	2012 CAT	125.80
08/16/2016	2688	E 101-43100-221	Vehicle Repair & Maintenance	2014 RAM 2500HD	62.52
08/16/2016	2688	E 101-43210-221	Vehicle Repair & Maintenance	2014 RAM 2500HD	62.51
08/16/2016	2688	E 101-45200-221	Vehicle Repair & Maintenance	2014 RAM 2500HD	62.51
					<hr/>
					\$942.33

JJ TAYLOR DISTRIBUTING

08/10/2016	2560868	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
08/10/2016	2560868	E 609-49751-252	Beer For Resale	BEER	2,102.84
08/17/2016	2560908	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
08/17/2016	2560908	E 609-49751-252	Beer For Resale	BEER	877.85
08/17/2016	2560908	E 609-49751-255	N/A Products	NA	24.60
08/24/2016	2560945	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
08/24/2016	2560945	E 609-49751-252	Beer For Resale	BEER	1,291.10
					<hr/>
					\$4,305.39

JOHNSON BROS WHLSE LIQUOR

08/10/2016	5512031	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.52
08/10/2016	5512031	E 609-49751-251	Liquor For Resale	LIQUOR	98.00
08/10/2016	5512032	E 609-49751-206	Freight and Fuel Charges	FREIGHT	30.40
08/10/2016	5512032	E 609-49751-253	Wine For Resale	WINE	1,467.25
08/10/2016	5512033	E 609-49751-253	Wine For Resale	WINE	219.90

08/17/2016	5517441	E 609-49751-206	Freight and Fuel Charges	FREIGHT	19.76
08/17/2016	5517441	E 609-49751-251	Liquor For Resale	LIQUOR	1,518.79
08/17/2016	5517442	E 609-49751-206	Freight and Fuel Charges	FREIGHT	51.68
08/17/2016	5517442	E 609-49751-253	Wine For Resale	WINE	1,373.40
08/17/2016	5517443	E 609-49751-252	Beer For Resale	BEER	246.00
					<u>\$5,026.70</u>

LAW ENFORCEMENT LABOR SVCS.

08/17/2016	.0916	G 101-21707	Union Dues	SEPT UNION DUES	294.00
					<u>\$294.00</u>

LINCOLN MARKETING, INC

08/09/2016	44539	E 609-49750-340	Advertising	ADVERTISING	399.00
					<u>\$399.00</u>

MCDONALD DIST CO.

08/11/2016	295297	E 609-49751-252	Beer For Resale	BEER	3,420.65
08/18/2016	297399	E 609-49751-252	Beer For Resale	BEER	4,201.80
08/18/2016	297399	E 609-49751-255	N/A Products	NA	80.20
08/19/2016	3000083	E 609-49751-252	Beer For Resale	BEER	155.20
					<u>\$7,857.85</u>

MN PIPE & EQUIPMENT

08/17/2016	0363422	E 601-49440-229	Project Repair & Maintenance	HYDRANTS	8,875.00
					<u>\$8,875.00</u>

NORTH METRO TREE SERVICE INC.

08/24/2016	.0816	E 101-43100-311	Contract	BRUSH & TREE REMOVAL	1,100.00
08/24/2016	.08160	E 101-43100-311	Contract	BRUSH & TREE REMOVAL	1,657.50
08/24/2016	.08160	E 101-45200-311	Contract	BRUSH & TREE REMOVAL	1,657.50
08/24/2016	.0816-1	E 101-43100-311	Contract	TREE REMOVAL KERRY ST	390.00
					<u>\$4,805.00</u>

OREILLY AUTO PARTS

08/17/2016	1539-474492	E 101-42210-217	Other Operating Supplies	SUPPLIES	16.06
					<u>\$16.06</u>

PACE ANALYTICAL SERVICES

08/09/2016	161268518	E 602-49490-313	Sample Testing	SAMPLE TESTING	45.00
08/17/2016	161268913	E 602-49490-313	Sample Testing	SAMPLE TESTING	45.00
					<u>\$90.00</u>

PAUSTIS WINE COMPANY

08/08/2016	8557733-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.50
08/08/2016	8557733-IN	E 609-49751-253	Wine For Resale	WINE	635.74
					<u>\$646.24</u>

PHILLIPS WINE & SPIRITS CO.

08/10/2016	2023613	E 609-49751-206	Freight and Fuel Charges	FREIGHT	68.40
08/10/2016	2023613	E 609-49751-251	Liquor For Resale	LIQUOR	4,546.24
08/12/2016	244040	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.77)
08/12/2016	244040	E 609-49751-251	Liquor For Resale	LIQUOR	(133.00)
08/12/2016	244041	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.52)
08/12/2016	244041	E 609-49751-251	Liquor For Resale	LIQUOR	(114.00)
08/17/2016	2027216	E 609-49751-206	Freight and Fuel Charges	FREIGHT	30.40
08/17/2016	2027216	E 609-49751-251	Liquor For Resale	LIQUOR	2,998.95
08/17/2016	2027217	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.04
08/17/2016	2027217	E 609-49751-254	Miscellaneous Merchandise	MISC	83.90
					<u>\$7,480.64</u>

POSTMASTER - ST. FRANCIS

08/20/2016	.0816	E 101-41400-322	Postage	PERMIT	215.00
					<u>\$215.00</u>

RJM DISTRIBUTING INC.

08/10/2016	IND011454	E 609-49751-252	Beer For Resale	BEER	377.66
08/10/2016	IND011454	E 609-49751-254	Miscellaneous Merchandise	MISC	18.75

\$396.41

ROSEVILLE, CITY OF

08/18/2016	0221777	E 101-41110-310	Computer Consulting Fees	IT SERVICES	325.94
08/18/2016	0221777	E 101-41400-310	Computer Consulting Fees	IT SERVICES	1,195.14
08/18/2016	0221777	E 101-42110-310	Computer Consulting Fees	IT SERVICES	1,466.76
08/18/2016	0221777	E 101-42210-310	Computer Consulting Fees	IT SERVICES	260.75
08/18/2016	0221777	E 101-42400-310	Computer Consulting Fees	IT SERVICES	54.40
08/18/2016	0221777	E 101-43100-310	Computer Consulting Fees	IT SERVICES	347.67
08/18/2016	0221777	E 101-45200-310	Computer Consulting Fees	IT SERVICES	456.32
08/18/2016	0221777	E 601-49440-310	Computer Consulting Fees	IT SERVICES	434.59
08/18/2016	0221777	E 602-49490-310	Computer Consulting Fees	IT SERVICES	434.59
08/18/2016	0221777	E 609-49750-310	Computer Consulting Fees	IT SERVICES	434.59
08/18/2016	0221816	E 101-41940-321	Telephone	PHONE	79.39
08/18/2016	0221816	E 101-42110-321	Telephone	PHONE	79.39
08/18/2016	0221816	E 101-42210-321	Telephone	PHONE	79.39
08/18/2016	0221816	E 101-43100-321	Telephone	PHONE	79.39
08/18/2016	0221816	E 101-45200-321	Telephone	PHONE	79.39
08/18/2016	0221816	E 601-49440-321	Telephone	PHONE	79.39
08/18/2016	0221816	E 602-49490-321	Telephone	PHONE	79.39
08/18/2016	0221816	E 609-49750-321	Telephone	PHONE	79.44
08/18/2016	0221829	E 101-41400-200	Office Supplies	SUBSCRIPTION - ACROBAT	122.00
					<hr/>
					\$6,167.92

ROYAL SUPPLY

08/25/2016	19398	E 101-41940-210	Operating Supplies	SUPPLIES	19.28
08/25/2016	19398	E 101-42110-217	Other Operating Supplies	SUPPLIES	38.57
08/25/2016	19398	E 101-43100-217	Other Operating Supplies	SUPPLIES	19.28
08/25/2016	19398	E 101-45200-217	Other Operating Supplies	SUPPLIES	19.28
08/25/2016	19398	E 601-49440-217	Other Operating Supplies	SUPPLIES	19.28
08/25/2016	19398	E 602-49490-217	Other Operating Supplies	SUPPLIES	19.31
					<hr/>
					\$135.00

SAFETY SIGNS

08/11/2016	16001950	E 101-43100-226	Sign Repair Materials	ORANGE FLAGS	223.68
					<hr/>
					\$223.68

SOUTHERN GLAZERS OF MN

08/11/2016	1440660	E 609-49751-206	Freight and Fuel Charges	FREIGHT	25.28
08/11/2016	1440660	E 609-49751-251	Liquor For Resale	LIQUOR	3,358.49
08/11/2016	1440661	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.28
08/11/2016	1440661	E 609-49751-253	Wine For Resale	WINE	72.00
08/18/2016	1443057	E 609-49751-206	Freight and Fuel Charges	FREIGHT	37.12
08/18/2016	1443057	E 609-49751-253	Wine For Resale	WINE	1,609.00
08/18/2016	1443058	E 609-49751-206	Freight and Fuel Charges	FREIGHT	11.52
08/18/2016	1443058	E 609-49751-251	Liquor For Resale	LIQUOR	401.80
					<hr/>
					\$5,516.49

STATE OF MN, DEPT OF FINANCE

08/25/2016	.08160	E 208-42110-441	Miscellaneous	CASE #13-015102	125.50
					<hr/>
					\$125.50

THARP, STEVE

08/22/2016	.0816	E 602-49490-311	Contract	TILL WASTE WATER PONDS	650.00
					<hr/>
					\$650.00

THE AMERICAN BOTTLING COMPANY

08/18/2016	7421246005	E 609-49751-254	Miscellaneous Merchandise	MISC	109.20
08/18/2016	7421246006	E 609-49751-254	Miscellaneous Merchandise	MISC	13.00
					<hr/>
					\$122.20

VINOCOPIA, INC.

08/12/2016	0158575-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.50
08/12/2016	0158575-IN	E 609-49751-251	Liquor For Resale	LIQUOR	279.87
08/12/2016	0158575-IN	E 609-49751-253	Wine For Resale	WINE	80.00
					<hr/>
					\$367.37

WATER CONSERVATION SERVICE, IN

FUND SUMMARY

101 GENERAL FUND	\$28,789.42
208 POLICE FORFEITURE	\$680.50
402 CAPITAL EQUIPMENT	\$8,426.35
417 2015-PEDERSON DRIVE	\$27,449.30
601 WATER FUND	\$17,252.62
602 SEWER FUND	\$85,436.25
603 STORM WATER	\$1,836.00
609 MUNICIPAL LIQUOR FUND	\$76,970.56
Total	<u><u>246,841.00</u></u>

**CITY COUNCIL
AGENDA REPORT**
Agenda Item #: 6 a

TO: Joe Kohlmann, City Administrator
FROM: Matt Kohout, Fire Chief
SUBJECT: Fire Department Badge Presentation
DATE: 9-6-2016

ITEM FOR CONSIDERATION:

Firefighter Tim Kizer Fire Badge Presentation for the St. Francis Fire Department.

BACKGROUND:

Firefighter Tim Kizer Joined the St. Francis Fire Department on May 18th 2015. Firefighter Kizer attended the Anoka County Fire academy spending around 300 hours for his initial training. This includes his Fire and Medical training while still attending our Fire Department internal training as well. Probationary Firefighters generally have a little over 1 year probation to get their training and for them to be mentored into our Fire Department. Firefighter Kizer has Met all his requirements and it is an honor to be here today Finalizing his probation.

ACTION BE TO CONSIDERED:

Badge Presented by Mayor Kane, and to be pinned by Mrs. Kizer.

BUDGET IMPLICATION:

Cost impact is The Normal Firefighter Pay per call at \$12.00 a hour that he is currently receiving.

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Attachments:None.

**City of St. Francis
St. Francis, MN
Anoka County
State of Minnesota**

ORDINANCE 224, SECOND SERIES

**AN ORDINANCE AUTHORIZING THE SALE OF CITY SURPLUS PROPERTY TO
NSK PROPERTIES, LLC.
PID 32-34-24-22-0002**

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

WHEREAS, pursuant to Section 8-7-3, the City has identified property legally described as follows as surplus property and is no longer needed for municipal service;

That part of the Northwest Quarter (NW 1/4) of Section 32, Township 34, Range 24, Anoka County, Minnesota, described as follows: commencing at a point on the West line of said Section 32, which point is 891 feet South of the Northwest corner of said Section, thence proceeding Easterly a distance of 300 feet on a line parallel with the North line of said Northwest Quarter (NW 1/4), thence South and parallel with the West line of said Northwest Quarter (NW 1/4) a distance of 150 feet to the actual point of beginning, thence continuing South on said parallel line a distance of 38.4 feet, thence Westerly and parallel with the North line of said Northwest Quarter (NW 1/4) a distance of 300 feet to the Westerly line of said Northwest Quarter (NW 1/4), thence North on the West line of said Northwest Quarter (NW 1/4) a distance of 38.4 feet, thence Easterly and parallel with the North line of said Northwest Quarter (NW 1/4) a distance of 300 feet to the pint of beginning. Subject to easements of record.

And;

WHEREAS, The City Council of the City of St. Francis declared the above described real property as surplus, with the value of the property determined to be \$700.00; and

WHEREAS, Minnesota Statutes, Section 462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and reported in writing to the city council its findings as to compliance of the proposed acquisition or disposal with the comprehensive plan; and

WHEREAS, The same statute further states, however, that the city council may, by resolution

adopted by two-thirds vote, dispense with the requirements of this subdivision when in its judgment it finds that the acquisition or disposal of real property has no relationship to the comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

1. The City Council hereby finds that sale of the Property by the City to NSK Properties LLC has no relationship to the City's Comprehensive Plan, and therefore review of the proposed sale by the City of St. Francis Planning Commission is not required under Minn. Stat. § 462.356, Subd. 2, and is hereby dispensed with as allowed by that statute.
2. The Mayor and City Clerk are authorized to execute the attached documents and transfer the property to NSK Properties, LLC for the stated consideration of \$700.00.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS ____ DAY OF _____, 2016.

APPROVED:

Steve Kane
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Business Entity to Business Entity

eCRV number: _____

DEED TAX DUE: \$ _____

DATE: _____, 2016

FOR VALUABLE CONSIDERATION, **City of St. Francis**, a municipal corporation ("Grantor"), hereby conveys and quitclaims to **NSK Properties, LLC** a Minnesota limited liability company under the laws of Minnesota ("Grantee"), real property in Anoka County, Minnesota, legally described as follows:

That part of the Northwest Quarter (NW 1/4) of Section 32, Township 34, Range 24, Anoka County, Minnesota, described as follows: commencing at a point on the West line of said Section 32, which point is 891 feet South of the Northwest corner of said Section, thence proceeding Easterly a distance of 300 feet on a line parallel with the North line of said Northwest Quarter (NW 1/4), thence South and parallel with the West line of said Northwest Quarter (NW 1/4) a distance of 150 feet to the actual point of beginning, thence continuing South on said parallel line a distance of 38.4 feet, thence Westerly and parallel with the North line of said Northwest Quarter (NW 1/4) a distance of 300 feet to the Westerly line of said Northwest Quarter (NW 1/4), thence North on the West line of said Northwest Quarter (NW 1/4) a distance of 38.4 feet, thence Easterly and parallel with the North line of said Northwest Quarter (NW 1/4) a distance of 300 feet to the pint of beginning. Subject to easements of record.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto. This deed conveys after acquired title.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

City of St. Francis, a municipal corporation

By: _____

Steve Kane

Its: **Mayor**

By: _____

Barb Held

Its: **City Clerk**

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, by **Steve Kane as Mayor** and by **Barb Held as City Clerk** of the City of St. Francis.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Barna, Guzy & Steffen, Ltd. (TDE)
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Coon Rapids, MN 55433
763-780-8500

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

NSK Properties, LLC
3980 Stark Drive NW
St. Francis, MN 55070

STATEMENT REGARDING PURCHASE OF CITY OWNED PROPERTY

The undersigned (“Buyer” whether one or more) hereby states and attests that the undersigned is purchasing real property from the City of St. Francis (“Seller”), legally described on **Exhibit A** (the “Property”), attached hereto. As a condition of the sale, and in consideration of the sale, Buyer hereby agrees that the Property is being conveyed to Buyer with the following terms and conditions, which terms and conditions shall survive delivery of the deed.

Buyer is acquiring the Property AS-IS, WHERE-IS, with all faults and defects. The Property is sold without any warranties of any kind, including, but not limited to, warranties as to physical condition or fitness for a particular purpose. Buyer acknowledges that Buyer has satisfied itself about the physical condition of the Property and Buyer has not relied on any representations of Seller regarding the physical condition of the Property. The Seller and Buyer agree that any and all disclosures regarding the condition of the Property are hereby waived. The Property is also sold without any warranties of any kind regarding title to the Property. Buyer acknowledges that Buyer has satisfied itself about the title to the Property and Buyer has not relied upon any representations of Seller regarding title to the Property. The Buyer acknowledges that the Seller shall have no liability to Buyer after the sale of the Property to Buyer related to the sale of the Property.

BUYER:

Signature _____

Print Name _____

Date _____

BUYER:

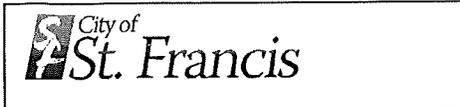
Signature _____

Print Name _____

Date _____

Exhibit A

That part of the Northwest Quarter (NW 1/4) of Section 32, Township 34, Range 24, Anoka County, Minnesota, described as follows: commencing at a point on the West line of said Section 32, which point is 891 feet South of the Northwest corner of said Section, thence proceeding Easterly a distance of 300 feet on a line parallel with the North line of said Northwest Quarter (NW 1/4), thence South and parallel with the West line of said Northwest Quarter (NW 1/4) a distance of 150 feet to the actual point of beginning, thence continuing South on said parallel line a distance of 38.4 feet, thence Westerly and parallel with the North line of said Northwest Quarter (NW 1/4) a distance of 300 feet to the Westerly line of said Northwest Quarter (NW 1/4), thence North on the West line of said Northwest Quarter (NW 1/4) a distance of 38.4 feet, thence Easterly and parallel with the North line of said Northwest Quarter (NW 1/4) a distance of 300 feet to the pint of beginning. Subject to easements of record.



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #: 7 b

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Resolution to Adjust the Tax Levy for Bonded Indebtedness
DATE: 08-23-2016

ITEM FOR CONSIDERATION:

Attached is a resolution to adjust the tax levy for bonded indebtedness for 2017.

BACKGROUND:

The city issued GO Bonds in 2007 for street and utility improvements. In 2013, a bond was issued to advance refund this issue. The official pay off of the 2007 bonds will be in 2017. The city also issued GO Bonds in 2015 for street improvements. All of these issues have a tax levy associated with them. The city has averaged the levy stream out over the life of the bonds so that the levy stays consistent. The attached resolution removes the 2007 bond levy and adjusts the 2015 bond levy. This means the levy for bonded indebtedness in 2017 will be the same as 2016.

ACTION BE TO CONSIDERED:

Approve the attached resolution adjusting the levy.

BUDGET IMPLICATION:

This sets the levy for bond indebtedness for 2017.

S:\FORMS\AGENDA REPORT.doc

Attachments:

1. Resolution 2016-43 Adjusting the Tax Levy for Bonded Indebtedness.

CITY OF ST. FRANCIS
ST. FRANCIS, MN

RESOLUTION 2016-43

A RESOLUTION ADJUSTING THE TAX LEVY
FOR BONDED INDEBTEDNESS

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

WHEREAS, the City of St. Francis sold bonds referred to as General Obligation Crossover Refunding Bonds, Series 2013A; and

WHEREAS, the City of St. Francis sold bonds referred to as General Obligation Improvement Bonds, Series 2015A; and

WHEREAS, the City may adjust the amount of taxes levied for collection in order to average the levy stream out over the life of the Bonds; and

WHEREAS, the G.O. Bonds, Series 2007A will be paid off.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Francis, Minnesota that the tax levy for bonded indebtedness for fiscal (collection) year 2017 be adjusted as follows:

<u>Bond description</u>	<u>Scheduled Levy</u>	<u>Adopted Levy</u>
G.O. Improvement and Utility Revenue Bonds – 2007A	\$17,315.24	\$-0-
G.O. Crossover Refunding Bonds Series – 2013A	\$20,900.00	\$20,900.00
G.O. Improvement Bonds – 2015A	\$18,854.14	\$20,470.00

BE IT FURTHER RESOLVED that the County Auditor of Anoka County is hereby requested and directed adjust the scheduled levy for collection in 2017.

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

and the following voted against the same: None
and the following were absent:

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 6th DAY OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

Barbara I. Held, City Clerk

Steve Kane, Mayor of St. Francis

**CITY COUNCIL
AGENDA REPORT**
Agenda Item #: 7 c

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: **Resolution Providing for the Preliminary Approval of a Proposed
2017 Tax Levy and Setting the Budget Public Hearing Date**
DATE: 08-23-2016

ITEM FOR CONSIDERATION:

State law requires the City to certify its preliminary 2017 levy to the county by September 30, 2016. This levy then **cannot be increased** when the final levy is adopted in December. The council also needs to set the date that the budget and levy will be discussed in December which will also allow for public input.

BACKGROUND:

The 2016 levy was set at \$3,244,573. This included a General Fund Levy of \$3,203,203 and a Debt Service Levy of \$41,370.

The 2017 levy is proposed to stay the same at \$3,244,573. This includes the General Operating Levy of \$3,202,203 and a debt service levy of \$41,370.

The General Operating Levy is broken down to the General Fund and to Capital Improvements. There has been \$223,150 designated to Capital Improvement to fund projects listed in the CIP Plan for 2017-2021.

The resolution also sets the date for the Public Hearing on the 2017 Levy and Budget for Monday December 5, 2016 at 6:00 pm as part of the regular city council meeting.

ACTION BE TO CONSIDERED:

Approve the attached resolution setting the preliminary levy.

BUDGET IMPLICATION:

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

Attachments:

1. Resolution 2016-44 Providing the Preliminary Approval of a Proposed 2017 Tax Levy and Setting Budget Public Hearing Date.

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

RESOLUTION 2016-44

**A RESOLUTION PROVIDING PRELIMINARY
APPROVAL OF A PROPOSED 2017 TAX LEVY And
SETTING BUDGET PUBLIC HEARING DATE**

WHEREAS, State law requires that the City Council give preliminary approval of a proposed tax levy for 2017 by September 30, 2016.

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

1. To adopt the preliminary maximum tax levy payable in 2017 against taxable property in the City of St. Francis at:

General Operating Levy	
General Fund	\$ 2,980,053.00
Capital Improvements Fund	<u>223,150.00</u>
Total General Operating Levy	<u><u>3,203,203.00</u></u>
Debt Service Levy	
2013A Debt Service	\$ 20,900.00
2015A Debt Service	<u>20,470.00</u>
Total Debt Service Levy	<u><u>\$ 41,370.00</u></u>
Total Levy	<u><u>\$ 3,244,573.00</u></u>

2. To set the date for consideration of the final levy and consideration of the 2017 Budget shall be set as Monday, December 5, 2016 at 6:00 pm at the ISD #15 CENTRAL SERVICES CENTER (DISTRICT OFFICES) AT 4115 AMBASSADOR BLVD. NW.

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

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 6th DAY OF SEPTEMBER, 2016.

ATTEST:

Steve Kane, Mayor

Barbara I. Held, City Clerk



July 15, 2016

Mr. Steve Kane, Mayor
23340 Cree St NW
St. Francis, MN 55070

Dear Mr. Kane,

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

Alexandra House is proud of its partnerships with all the communities throughout Anoka County. In this spirit, we will display all proclamations at our annual *Walk for Hope: Steps to End Domestic and Sexual Violence* on Saturday, September 24th at Bunker Hills Regional Park in Andover. This event, attended by over 500 participants every year, challenges our community to confront the impact of domestic and sexual violence. Additionally, it provides a space for survivors, family members, friends, and allies to honor those who have lost their lives as a result of domestic violence. Following the *Walk for Hope*, the proclamations will be prominently displayed at Alexandra House.

Please contact our Development Communications Manager, Tina Bronson at 763-656-1363 or tbronson@alexandrahouse.org if you have any questions regarding this request. Also enclosed for your reference is a sample you may wish to use to compose your proclamation. Thank you for your consideration and support of this important cause.

Sincerely,

Connie Moore
Executive Director

Enclosure
Cc: Joe Kohlman

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

RESOLUTION 2016-45

**A RESOLUTION PROCLAIMING OCTOBER AS
DOMESTIC VIOLENCE AWARENESS MONTH**

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED AND KNOWN TO ALL that the City of St. Francis proclaims October to be Domestic Violence Awareness Month on this 6th day of September, 2016.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 6th DAY OF SEPTEMBER, 2016.

ATTEST:

Barbara I. Held, City Clerk

APPROVED:

Steve Kane, Mayor of St. Francis



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

MEMORANDUM

Date: August 23, 2016

To: Honorable Mayor Kane
Members of the City Council

From: Jared Voge, P.E.
City Engineer

Subject: Salish Street Area Speed Limits
St. Francis, Minnesota
BMI Project No.: R18.111380

INTRODUCTION:

At the August 15, 2016 City Council meeting, the City Council requested that the speed limits of the Salish Street area south of Ambassador Boulevard NW and west of Pederson Drive NW/Navajo Street NW be reviewed.

BACKGROUND

In August 2016, based on a request from a resident living along Salish Street NW, the city requested that a review for the reduction of speed limits be conducted for the Salish Street area as shown in the attached figure. The review also analyzed the need for advisory and/or warning sign placement along the curve at Salish Street NW and 232nd Avenue NW.

City staff has evaluated the potential for designation as a Rural Residential District and the posting of a reduction in the existing speed limit of 55 miles per hour along the following streets:

Salish Street NW	– 232nd Avenue NW to Ambassador Boulevard NW
Oneida Street NW	– 232nd Avenue NW to 235th Avenue NW
232nd Avenue NW	– west of Navajo Street NW to Salish Street NW
233rd Lane NW	– Pederson Drive NW to Oneida Street NW
233rd Court NW	– Oneida Street NW to cul de sac
234th Court NW	– Oneida Street NW to cul de sac
235th Avenue NW	– Oneida Street NW to Salish Street NW

Minnesota State Statute defines requirements associated with Rural Residential Districts, one of which requires accesses to be situated at intervals averaging 300 feet or less for a distance of a quarter mile or more. City staff evaluated access spacing along the road segments listed. The enclosed Figure summarizes the findings. As can be seen on the enclosed Figure, average access spacing of at least 300 feet for at least a distance of a quarter mile is achieved. When considering Salish Street NW, Oneida Street NW, 232nd Avenue NW, and 233rd Lane NW, access spacing is approximately 175 feet, meeting the average spacing requirements for designation as a Rural Residential District.

Additionally, based on engineering principles, continuity of the driver/vehicle experience, enforceability, and being bound by roadway segments meeting the Rural Residential District access spacing



requirements and being recommended for designation as such, 233rd Court NW, 234th Court NW and 235 Avenue NW have been included in our recommendation for designation as a Rural Residential District and posted speed limit of 35 mph. In order to do so, the City Council must pass a resolution which indicates that an access spacing analysis has been conducted and further states that based on engineering principles, sign installation guidance, and enforceability, it would be impractical to post these segments (233rd Court NW, 234th Court NW, and 235th Avenue NW) at any speed other than the speed of the segments used to access them.

In addition, city staff has evaluated the need for a posted advisory speed for the curve located at the intersection of Salish Street NW and 232nd Avenue NW. Based on site conditions, field review, driving the curve, and engineering principles, we are recommending this curve be posted with an advisory speed of 25 mph along with advance warning of the curve.

RECOMMENDATION

City staff recommends that the City Council adopt the enclosed resolution designating a Rural Residential District and authorizing the reduction in speed limit from 55 mph (Statuary) to 35 mph and placement of appropriate speed limit signs (R2-1) along the following street segments:

Salish Street NW – 232nd Avenue NW to Ambassador Boulevard NW
Oneida Street NW – 232nd Avenue NW to 235th Avenue NW
232nd Avenue NW – west of Navajo Street NW to Salish Street NW
233rd Lane NW – Pederson Drive NW to Oneida Street NW
233rd Court NW – Oneida Street NW to cul-de-sac
234th Court NW – Oneida Street NW to cul de sac
235th Avenue NW – Oneida Street NW to Salish Street NW

City staff further recommends that the City Council consider placement of curve warning signs (W1-1 R and L) and 25 mph advisory signs (W13-1P) in advance of the curve at Salish Street NW and 232nd Avenue NW for each direction.

BUDGET IMPACT

The cost associated with installing 35 mph speed limit sign panels and installing curve hazard signs is relatively minimal. The cost associated with the sign panel placement will be borne by the City's street maintenance budget.

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

JAV/pml

Enclosure

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Francis, Minnesota, was duly called and held at the St. Francis School District Office, 4115 Ambassador Boulevard NW in said City on the 6th day of September, 2016 at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING SPEED LIMIT ON
SALISH STREET NW BETWEEN AMBASSADOR BOULEVARD NW
AND 232ND AVENUE NW, 232ND AVENUE NW BETWEEN NAVAJO STREET
NW AND SALISH STREET NW, ONEIDA STREET NW BETWEEN 232ND
AVENUE NW AND 235TH AVENUE NW, 235TH AVENUE NW BETWEEN
SALISH STREET NW AND ONEIDA STREET NW, 234TH COURT NW, 233RD
COURT NW, AND 233RD LANE NW BETWEEN ONEIDA STREET NW AND
PEDERSON DRIVE NW
CITY OF ST. FRANCIS, MINNESOTA
RESOLUTION NO. 2016-__**

WHEREAS, Minnesota State Statute 169.011 Subdivision 90 defines an Urban District

AND WHEREAS, Minnesota State Statute 169.14 Subdivision 2(a)(8) identifies a maximum speed limit of 35 miles per hour in an rural residential district if adopted by the road authority having jurisdiction over the Rural Residential District,

AND WHEREAS, an access spacing analysis has been completed on Salish Street NW between Ambassador Boulevard NW and 232nd Avenue NW, 232nd Avenue NW between Navajo Street NW and Salish Street NW, Oneida Street NW between 232nd Avenue NW and 235th Avenue NW, 235th Avenue NW between Salish Street NW and Oneida Street NW, 234th Court NW, 233rd Court NW, and 233rd Lane NW between Oneida Street NW and Pederson Drive NW,

AND WHEREAS, the access spacing analysis has confirmed that access spacing requirements, less than 300 feet, for an Rural Residential District on Salish Street NW between Ambassador Boulevard NW and 232nd Avenue NW, 232nd Avenue NW between Navajo Street NW and Salish Street NW, Oneida Street NW between 232nd Avenue NW and 235th Avenue NW, 235th Avenue NW between Salish Street NW and Oneida Street NW, 234th Court NW, 233rd Court NW, and 233rd Lane NW between Oneida Street NW and Pederson Drive NW are met with the exception of a 394 foot segment between Salish

Street NW and 232nd Avenue NW, a 386 foot segment on Oneida Street NW between 233rd Court NW and 233rd Lane NW, a 311 foot segment between 233rd Lane NW and 232nd Avenue NW, a 357 foot segment on 233rd Lane NW between Pederson Drive NW and Oneida Street NW, and two segments, 365 feet and 440 feet on 232nd Avenue NW between Oneida Street NW and Salish Street NW

AND WHEREAS, posting the roadway segments between Salish Street NW between Ambassador Boulevard NW and 232nd Avenue NW, 232nd Avenue NW between Navajo Street NW and Salish Street NW, Oneida Street NW between 232nd Avenue NW and 235th Avenue NW, 235th Avenue NW between Salish Street NW and Oneida Street NW, 234th Court NW, 233rd Court NW, and 233rd Lane NW between Oneida Street NW and Pederson Drive NW at 55 miles per hour between 35 mile per hour roadway segments is impractical based on engineering principles, sign installation guidelines, and enforceability.

AND WHEREAS, it would be impractical to post 233rd Court NW, 234th Court NW, and 235th Avenue NW at any speed other than the speed of the segments used to access them.

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

The speed limit of Salish Street NW between Ambassador Boulevard NW and 232nd Avenue NW, 232nd Avenue NW between Navajo Street NW and Salish Street NW, Oneida Street NW between 232nd Avenue NW and 235th Avenue NW, 235th Avenue NW between Salish Street NW and Oneida Street NW, 234th Court NW, 233rd Court NW, and 233rd Lane NW between Oneida Street NW and Pederson Drive NW shall be 35 miles per hour as provided for by Minnesota State Statute 169.14 Subdivision 2.a.8.

Adopted by the council this _____ day of _____, 20__.

Mayor

Clerk

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

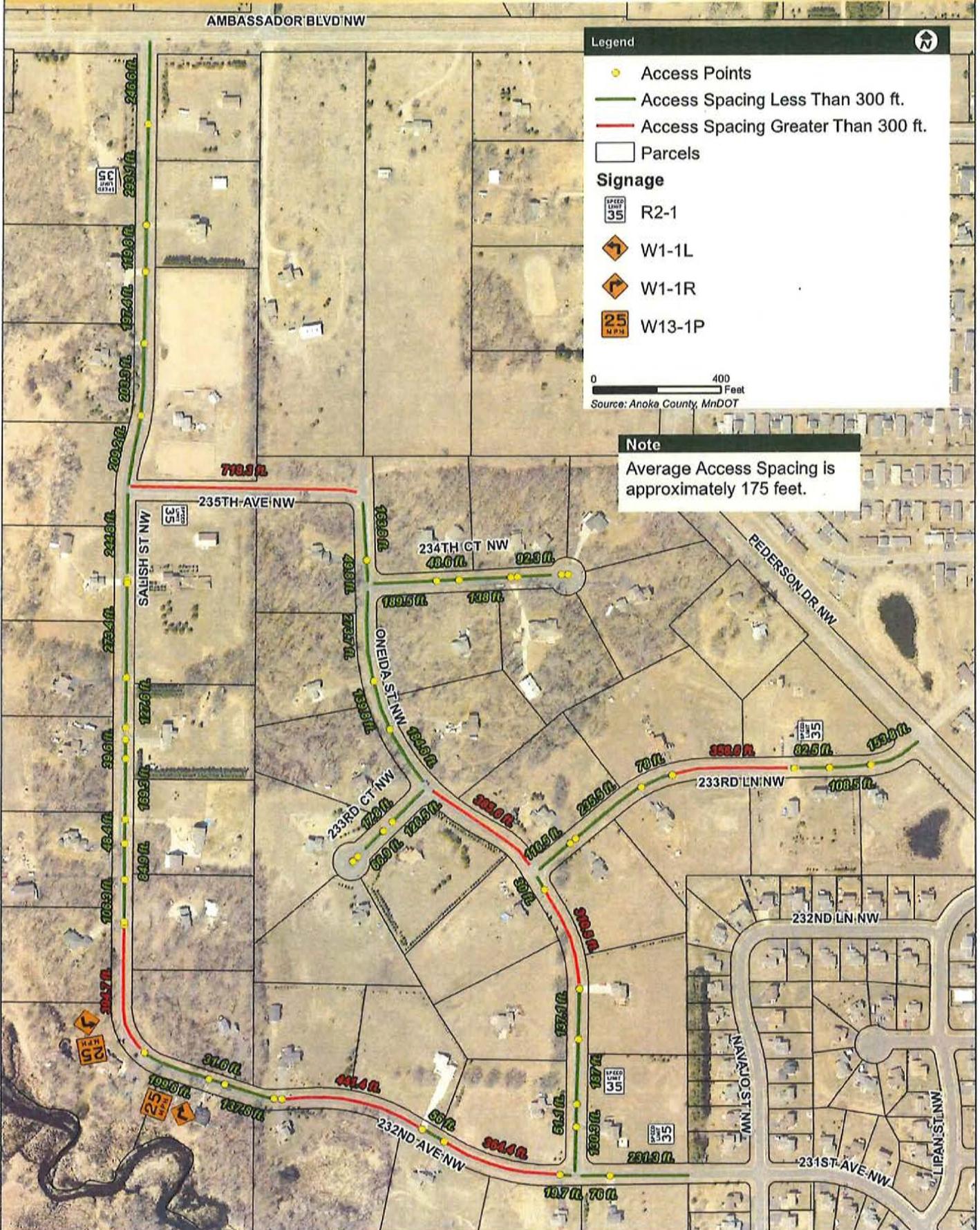
STATE OF MINNESOTA
CITY OF ST. FRANCIS
COUNTY OF ANOKA

I, the undersigned, being the duly qualified and acting Clerk of the City of St. Francis, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes of a meeting of the City Council of said City held on the date therein indicated with the original thereof on file in my office, and the same is a full, true and complete transcript therefrom, insofar as the same relates to the resolution Establishing Speed Limit on Salish Street NW between Ambassador Boulevard NW and 232nd Avenue NW, 232nd Avenue NW between Navajo Street NW and Salish Street NW, Oneida Street NW between 232nd Avenue NW and 235th Avenue NW, 235th Avenue NW between Salish Street NW and Oneida Street NW, 234th Court NW, 233rd Court NW, and 233rd Lane NW between Oneida Street NW and Pederson Drive NW in the City.

WITNESS my hand the seal of City this _____ day of _____, 20__.

City Clerk

(SEAL)



Legend

- Access Points
- Access Spacing Less Than 300 ft.
- Access Spacing Greater Than 300 ft.
- ▭ Parcels

Signage

- R2-1
- W1-1L
- W1-1R
- W13-1P

0 400 Feet
Source: Anoka County, MnDOT

Note

Average Access Spacing is approximately 175 feet.

MEMO

To: Mayor and Council
From: City Administrator
Date: 9/6/16
RE: Real Estate Broker Engagement

Staff has a proposal from Lakes Area Realty to be the City's exclusive Real Estate Broker for the following properties: 4201 St. Francis Blvd; Crown 2nd Addition (North of the Bottle Shop); and Village East (East Shop site). Lakes Area Realty has a history of working with governmental lands.

The contract would be in place for a period of 6 months, beginning on September 7th (August 30th date will be changed on the attached contracts). The broker fee is 7% of the selling price, if the City Council approves the sale.

Staff has created promotional materials and contacted dozens of potentially interested parties regarding these properties. This approach has generated little to no interest in the properties. Staff believes that engaging with a Real Estate Broker will allow for greater exposure to the properties.

The final list price has not been set but the properties will be listed in the range of comparable property sales. The League of MN Cities address Real Estate Brokers with the following: "Real estate brokers, salespersons, and closing agents are licensed by the State. Although there is no specific statutory authority for use of these professionals by cities, it is probably permissible for cities to retain such professionals if needed."

Attachments:

Listing Contract: Exclusive Right to Sell for 23xxx St. Francis Blvd. NW

Listing Contract: Exclusive Right to Sell for 4201 St. Francis Blvd. NW

Listing Contract: Exclusive Right to Sell for 3518 Bridge Street NW

Action to be considered:

Motion to approve the attached listing contracts for the properties listed above.

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2016 Minnesota Association of REALTORS®, Edina, MN

1. Date August 30th, 2016

2. Page 1 of 6 pages

3. **DEFINITIONS:** This Contract involves the property located at 23xxx Saint Francis Blvd NW Saint Francis,
4. legally described as Outlot A Crown Addition

5. _____ (“Property”).

6. Seller is City of Saint Francis (“Seller”).

7. Broker is Lake State Realty Services Inc. (“Broker”).
(Real Estate Company Name)

8. This Contract starts on _____, 20_____, and ends at 11:59 p.m. on _____,
9. 20_____.

10. This Contract may only be canceled by written mutual agreement of the parties.

11. **PRICE:** Seller offers the Property for sale for the price of \$ _____, upon the following
12. terms: _____.

13. **LISTING:** Seller gives Broker the exclusive right to sell the Property. In exchange, Broker agrees to list and market
14. the Property for sale. Broker may place a “For Sale” sign and a lock box with keys on the Property, unless prohibited by
15. governing authority. Seller understands this Contract DOES NOT give Broker authority to rent or manage the Property.
16. Seller understands Broker may be a member of a Multiple Listing Service (“MLS”), and if Broker is a member of MLS,
17. and where available, Broker may give information to the MLS concerning the Property. Broker may place information
18. on the Internet concerning the Property, including sold information (except as limited in the following MLS Data Feed
19. Options section). If Broker sells the Property, Broker may notify the MLS and member REALTORS® of the price and
20. terms of the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor
21. any other broker is insuring Seller or occupant against theft, loss, or vandalism.

22. **MLS DATA FEED OPTIONS:**

23. **EXPLANATIONS AND DEFINITIONS:**

24. “**IDX site**” means a web site operated by a broker participating in the MLS on which the broker can advertise the
25. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to
26. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

27. “**Virtual office web site**” (“**VOW**”) means a web site operated by a broker participating in the MLS that delivers
28. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with
29. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The
30. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker
31. in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS’s VOW policy.
32. The MLS imposes various other rules and restrictions on VOWs.

33. For each of the following options, the MLS system automatically defaults to “Yes.” Seller’s instructions pertaining to the
34. Internet display of the MLS input data for the Property are as follows:

35. **Option 1. Listing display on the Internet.** If Seller selects “No,” this listing will not be included in MLS data feeds
36. to Internet web sites that display property listing data, whether intended for advertising the Property or
37. providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing
38. to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

39. Shall the Property listing be displayed on the Internet, including sold information? Yes No

40. Seller understands and acknowledges that if Seller has selected “No” for Option 1, consumers who
41. conduct searches for listings on the Internet will not see information about the Property in response to
42. their searches.

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

43. Page 2

44. Property located at 23xxx Saint Francis Blvd NW Saint Francis MN 55070 .

45. If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.

46. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.** If Seller selects
47. "No," the address of the Property will be hidden on web sites receiving data feeds from MLS that result in
48. Internet listing display, whether intended for advertising the Property or providing online brokerage services
49. (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients via other
50. means, including e-mail, fax, mail, hand delivery, and orally.

51. Shall the listing address (house and unit numbers and street name) be displayed
52. on the Internet? Yes No

53. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**
54. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model
55. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based
56. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The
57. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant
58. factors in valuing a property. Seller, by selecting "no," may prohibit display of an automated valuation of his
59. or her listing adjacent to the listing.

60. Shall an automatic valuation of the Property listing or a link to an automated
61. valuation be displayed adjacent to the listing? Yes No

62. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**
63. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide
64. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews
65. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on
66. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding
67. the listing's value, etc.

68. Shall comments or reviews of the Property by persons other than the displaying
69. broker be displayed with or attached as a link to the listing data of the Property? Yes No

70. **LISTED FOR LEASE:** The Property IS IS NOT currently listed for lease. If IS, the listing broker is
----- (Check one.) -----

71. _____ . If IS NOT, Seller MAY MAY NOT list the Property for lease during the
----- (Check one.) -----

72. terms of this Contract with another broker.

73. Nothing in this Contract shall prohibit Broker and Seller from entering into a listing agreement for the lease of this
74. Property upon terms acceptable to both parties.

75. **SELLER'S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property.
76. Seller shall cooperate with Broker in selling the Property. Seller shall promptly inform Broker about all inquiries Seller
77. receives about the Property. Seller agrees to provide and pay for any inspections and reports required by any
78. governmental authority. Seller agrees to provide unit owners' association documents, if required. Seller shall remain
79. responsible for security, maintenance, utilities, and insurance during the term of this Contract, and for safekeeping,
80. securing and/or concealing any valuable personal property during Property showings or open houses. Seller shall
81. surrender any abstract of title and a copy of any owner's title insurance policy for this Property, if in Seller's possession
82. or control, to buyer or buyer's designated title service provider. Seller shall take all actions necessary to convey
83. marketable title by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary
84. to transfer to buyer marketable title to the Property. Seller has the full legal right to sell the Property.

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

85. Page 3

86. Property located at 23xxx Saint Francis Blvd NW Saint Francis MN 55070.
87. Access to the Property: Seller authorizes access to the Property. Authorizing access means giving permission to another person to enter the Property, with or without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a lockbox. To facilitate the showing and sale of the Property, Seller instructs Broker to:
88. 1. access the Property;
89. 2. authorize other brokers and their associates, inspectors, appraisers, contractors, and other industry professionals to access the Property at reasonable times and upon reasonable notice; and
90. 3. duplicate keys to facilitate convenient and efficient showings of the Property.
91. Seller agrees to commit no act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other than Seller, Seller shall comply with Minnesota law and any applicable lease provisions of an existing lease and provide tenant with proper notice in advance of any Property showing.
92. **SELLER CONTENT LICENSE**: In the event Seller provides content, including, but not limited to, any photos or videos of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights or laws. Seller agrees to execute any further documents that are necessary to effect this license.
93. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
94. **BROKER'S COMPENSATION**:
95. Seller agrees to pay Broker a retainer fee of \$ _____ at the commencement of this Contract, which fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward satisfaction of any obligation to compensate Broker.
96. Seller shall pay Broker, as Broker's compensation, 7 percent (%) of the selling price or \$ _____, whichever is greater, if Seller sells or agrees to sell the Property during the term of this Contract.
97. Other: _____
98. In addition, if before this Contract expires Broker presents a buyer who is willing and able to buy the Property at the price and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation. Seller agrees to pay Broker's compensation whether Broker, Seller, or anyone sells the Property. Seller hereby permits Broker to share part of Broker's compensation with other real estate brokers, including brokers representing only the buyer. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:
99. 1. the closing of the sale;
100. 2. Seller's refusal to close the sale; or
101. 3. Seller's refusal to sell at the price and terms specified above.
102. If, within 180 days (*not to exceed six (6) months*) after the expiration of this Contract, Seller sells or agrees to sell the Property to anyone who:
103. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry; or
104. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement, or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract; then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract, under which Seller is obligated to compensate another licensed real estate broker.
105. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale of the Property in an amount equal to the compensation due to Broker under this Contract.

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

135. Page 4

136. Property located at 23xxx Saint Francis Blvd NW Saint Francis MN 55070.

137. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MLS
138. unless Broker notifies Seller otherwise in writing.

139. **CLOSING SERVICES:**

140. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING OR ASSISTING SELLER, OR REAL ESTATE
141. CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS
142. OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING
143. ITSELF.

144. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
145. understands that no one can require Seller to use a particular person in connection with a real estate closing and that
146. Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.

147. Seller's choice for closing services. *(Initial one.)*

148. _____ Seller wishes to have Broker arrange for the closing.
(Seller) (Seller)

149. _____ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.
(Seller) (Seller)

150. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may
151. effectively reduce the proceeds from the sale.

152. Seller understands that mortgage financing services are usually paid for by buyer; however, certain insured government
153. loans may require Seller to pay a portion of the fees for the mortgage loan. Seller understands that Seller shall not be
154. required to pay the financing fees on any mortgage without giving Seller's written consent.

155. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
156. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
157. tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable exceptions
158. from FIRPTA withholding.

159. Seller represents and warrants that Seller IS IS NOT a foreign person (i.e., a non-resident alien individual,
-----*(Check one.)*-----
160. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.

161. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**
162. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**
163. **or whether the withholding requirements of FIRPTA apply.**

164. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain
165. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.

MN:LC:ERS-4 (8/16)

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

166. Page 5

167. Property located at 23xxx Saint Francis Blvd NW Saint Francis MN 55070

168. **AGENCY REPRESENTATION:** If a buyer represented by Broker wishes to buy the Seller's Property, a dual
169. agency will be created. This means that Broker will represent both the Seller and the buyer, and owe the same
170. duties to the buyer that Broker owes to the Seller. This conflict of interest will prohibit Broker from advocating exclusively
171. on the Seller's behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise,
172. the Seller will need to agree that confidential information about price, terms, and motivation will still be kept
173. confidential unless the Seller instructs Broker in writing to disclose specific information about the Seller. All other
174. information will be shared. Broker cannot act as a dual agent unless both the Seller and the buyer agree to it. By
175. agreeing to a possible dual agency, the Seller will be giving up the right to exclusive representation in an in-house transaction.
176. However, if the Seller should decide not to agree to a possible dual agency, and the Seller wants Broker to represent
177. the Seller, the Seller may give up the opportunity to sell the Property to buyers represented by Broker.

178. Seller's Instructions to Broker:

179. Having read and understood this information about dual agency, Seller now instructs Broker as follows:

180. Seller will agree to a dual agency representation and will consider offers made by buyers represented by
181. Broker.

182. Seller will not agree to a dual agency representation and will not consider offers made by buyers represented
183. by Broker.

184. Real Estate Company Name: Lake State Realty Services Inc.

185. Seller: _____
City of Saint Francis

186. By: _____ (Licensee) Seller: _____

187. Julie Schwartz Date: _____

188. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this
189. Contract. Seller consents to Broker representing or assisting such other potential sellers before, during, and after the
190. expiration of this Contract.

191. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing or assisting Seller, may have had a previous
192. agency relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker, or licensee
193. representing or assisting Seller, is legally required to keep information regarding the ultimate price and terms the buyer
194. would accept and the motivation for buying confidential, if known.

195. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees
196. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any
197. misrepresentation, misstatement, omission of fact, or breach of a promise by Seller. Seller agrees to indemnify and hold
198. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any
199. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the damage,
200. loss, or injury is the result of the gross negligence or willful misconduct of the Broker.

201. **FAIR HOUSING NOTICE:** Seller understands that Seller shall not refuse to sell or discriminate in the terms, conditions,
202. or privileges of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status
203. with regard to public assistance, handicap (whether physical or mental), sexual orientation, or family status. Seller
204. understands further that local ordinances may include other protected classes.

205. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality, government
206. agency, or unit owners' association about the Property that Seller has not informed Broker about in writing. Seller agrees
207. to promptly inform Broker, in writing, of any notices of such type that Seller receives during the term of this Contract.

208. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage
209. balance, interest rate, payoff, and/or assumption figures) regarding any existing financing on the Property. A copy of
210. this document shall be as valid as the original.

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

211. Page 6

212. Property located at 23xxx Saint Francis Blvd NW Saint Francis MN 55070

213. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
214. transaction constitute valid, binding signatures.

215. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its representatives to contact Seller by mail, phone,
216. fax, e-mail, or other means of communication during the term of this Contract and anytime thereafter.

217. **OTHER:** _____

218. _____

219. _____

220. _____

221. _____

222. BROKER

SELLER

223. **ACCEPTED BY:** Lake State Realty Services Inc.
(Real Estate Company Name)

ACCEPTED BY: _____
(Seller) City of Saint Francis

224. By: _____
(Licensee) Julie Schwartz

(Date)

225. _____
(Date)

(Address)

226. 2140 Otter Lake Drive White Bear Lake
(Address)

(Phone)

227. 651-659-0920
(Phone)

(E-Mail Address)

228. julie@lakestaterealty.com
(E-Mail Address)

229. SELLER

229.

230.

ACCEPTED BY: _____
(Seller)

231.

(Date)

232.

(Address)

233.

(Phone)

234.

(E-Mail Address)

235. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.**
236. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2016 Minnesota Association of REALTORS®, Edina, MN

1. Date August 30th, 2016

2. Page 1 of 6 pages

3. **DEFINITIONS:** This Contract involves the property located at 4201 Saint Francis Blvd NW Saint Francis,
4. legally described as Lot 1 Block 1 South Highway 47 Industrial Park

5. _____ (“Property”).

6. Seller is City of Saint Francis (“Seller”).

7. Broker is Lake State Realty Services Inc. (“Broker”).
(Real Estate Company Name)

8. This Contract starts on _____, 20 _____, and ends at 11:59 p.m. on _____,
9. 20 _____.

10. This Contract may only be canceled by written mutual agreement of the parties.

11. **PRICE:** Seller offers the Property for sale for the price of \$ _____, upon the following
12. terms: _____.

13. **LISTING:** Seller gives Broker the exclusive right to sell the Property. In exchange, Broker agrees to list and market
14. the Property for sale. Broker may place a “For Sale” sign and a lock box with keys on the Property, unless prohibited by
15. governing authority. Seller understands this Contract DOES NOT give Broker authority to rent or manage the Property.
16. Seller understands Broker may be a member of a Multiple Listing Service (“MLS”), and if Broker is a member of MLS,
17. and where available, Broker may give information to the MLS concerning the Property. Broker may place information
18. on the Internet concerning the Property, including sold information (except as limited in the following MLS Data Feed
19. Options section). If Broker sells the Property, Broker may notify the MLS and member REALTORS® of the price and
20. terms of the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor
21. any other broker is insuring Seller or occupant against theft, loss, or vandalism.

22. **MLS DATA FEED OPTIONS:**

23. **EXPLANATIONS AND DEFINITIONS:**

24. “**IDX site**” means a web site operated by a broker participating in the MLS on which the broker can advertise the
25. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to
26. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

27. “**Virtual office web site**” (“**VOW**”) means a web site operated by a broker participating in the MLS that delivers
28. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with
29. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The
30. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker
31. in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS’s VOW policy.
32. The MLS imposes various other rules and restrictions on VOWs.

33. For each of the following options, the MLS system automatically defaults to “Yes.” Seller’s instructions pertaining to the
34. Internet display of the MLS input data for the Property are as follows:

35. **Option 1. Listing display on the Internet.** If Seller selects “No,” this listing will not be included in MLS data feeds
36. to Internet web sites that display property listing data, whether intended for advertising the Property or
37. providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing
38. to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

39. Shall the Property listing be displayed on the Internet, including sold information? Yes No

40. Seller understands and acknowledges that if Seller has selected “No” for Option 1, consumers who
41. conduct searches for listings on the Internet will not see information about the Property in response to
42. their searches.

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

43. Page 2

44. Property located at 4201 Saint Francis Blvd NW Saint Francis MN 55070 .

45. If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.

46. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.** If Seller selects
47. "No," the address of the Property will be hidden on web sites receiving data feeds from MLS that result in
48. Internet listing display, whether intended for advertising the Property or providing online brokerage services
49. (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients via other
50. means, including e-mail, fax, mail, hand delivery, and orally.

51. Shall the listing address (house and unit numbers and street name) be displayed
52. on the Internet? Yes No

53. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**
54. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model
55. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based
56. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The
57. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant
58. factors in valuing a property. Seller, by selecting "no," may prohibit display of an automated valuation of his
59. or her listing adjacent to the listing.

60. Shall an automatic valuation of the Property listing or a link to an automated
61. valuation be displayed adjacent to the listing? Yes No

62. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**
63. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide
64. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews
65. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on
66. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding
67. the listing's value, etc.

68. Shall comments or reviews of the Property by persons other than the displaying
69. broker be displayed with or attached as a link to the listing data of the Property? Yes No

70. **LISTED FOR LEASE:** The Property IS IS NOT currently listed for lease. If IS, the listing broker is
------(Check one.)-----

71. _____ . If IS NOT, Seller MAY MAY NOT list the Property for lease during the
------(Check one.)-----

72. terms of this Contract with another broker.

73. Nothing in this Contract shall prohibit Broker and Seller from entering into a listing agreement for the lease of this
74. Property upon terms acceptable to both parties.

75. **SELLER'S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property.
76. Seller shall cooperate with Broker in selling the Property. Seller shall promptly inform Broker about all inquiries Seller
77. receives about the Property. Seller agrees to provide and pay for any inspections and reports required by any
78. governmental authority. Seller agrees to provide unit owners' association documents, if required. Seller shall remain
79. responsible for security, maintenance, utilities, and insurance during the term of this Contract, and for safekeeping,
80. securing and/or concealing any valuable personal property during Property showings or open houses. Seller shall
81. surrender any abstract of title and a copy of any owner's title insurance policy for this Property, if in Seller's possession
82. or control, to buyer or buyer's designated title service provider. Seller shall take all actions necessary to convey
83. marketable title by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary
84. to transfer to buyer marketable title to the Property. Seller has the full legal right to sell the Property.

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

85. Page 3

86. Property located at 4201 Saint Francis Blvd NW Saint Francis MN 55070

87. **Access to the Property:** Seller authorizes access to the Property. Authorizing access means giving permission to another person to enter the Property, with or without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a lockbox. To facilitate the showing and sale of the Property, Seller instructs Broker to:

91. 1. access the Property;
92. 2. authorize other brokers and their associates, inspectors, appraisers, contractors, and other industry professionals to access the Property at reasonable times and upon reasonable notice; and
94. 3. duplicate keys to facilitate convenient and efficient showings of the Property.

95. Seller agrees to commit no act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other than Seller, Seller shall comply with Minnesota law and any applicable lease provisions of an existing lease and provide tenant with proper notice in advance of any Property showing.

98. **SELLER CONTENT LICENSE:** In the event Seller provides content, including, but not limited to, any photos or videos of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights or laws. Seller agrees to execute any further documents that are necessary to effect this license.

104. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**

106. **BROKER'S COMPENSATION:**

107. Seller agrees to pay Broker a retainer fee of \$ _____ at the commencement of this Contract, which fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward satisfaction of any obligation to compensate Broker.

110. Seller shall pay Broker, as Broker's compensation, 7 percent (%) of the selling price or

111. \$ _____, whichever is greater, if Seller sells or agrees to sell the Property during the term of this Contract.

113. Other: _____

114. In addition, if before this Contract expires Broker presents a buyer who is willing and able to buy the Property at the price and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation. Seller agrees to pay Broker's compensation whether Broker, Seller, or anyone sells the Property. Seller hereby permits Broker to share part of Broker's compensation with other real estate brokers, including brokers representing only the buyer. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:

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124. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry; or
 126. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement, or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract;
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**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

135. Page 4

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142. OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING
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146. Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.
147. Seller's choice for closing services. *(Initial one.)*
148. _____ Seller wishes to have Broker arrange for the closing.
(Seller) (Seller)
149. _____ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.
(Seller) (Seller)
150. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may
151. effectively reduce the proceeds from the sale.
152. Seller understands that mortgage financing services are usually paid for by buyer; however, certain insured government
153. loans may require Seller to pay a portion of the fees for the mortgage loan. Seller understands that Seller shall not be
154. required to pay the financing fees on any mortgage without giving Seller's written consent.
155. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
156. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
157. tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable exceptions
158. from FIRPTA withholding.
159. Seller represents and warrants that Seller IS IS NOT a foreign person (i.e., a non-resident alien individual,
-----*(Check one.)*-----
160. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.
161. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**
162. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**
163. **or whether the withholding requirements of FIRPTA apply.**
164. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain
165. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.

MN:LC:ERS-4 (8/16)

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

166. Page 5

167. Property located at 4201 Saint Francis Blvd NW Saint Francis MN 55070

168. **AGENCY REPRESENTATION:** If a buyer represented by Broker wishes to buy the Seller's Property, a dual
169. agency will be created. This means that Broker will represent both the Seller and the buyer, and owe the same
170. duties to the buyer that Broker owes to the Seller. This conflict of interest will prohibit Broker from advocating exclusively
171. on the Seller's behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise,
172. the Seller will need to agree that confidential information about price, terms, and motivation will still be kept
173. confidential unless the Seller instructs Broker in writing to disclose specific information about the Seller. All other
174. information will be shared. Broker cannot act as a dual agent unless both the Seller and the buyer agree to it. By
175. agreeing to a possible dual agency, the Seller will be giving up the right to exclusive representation in an in-house transaction.
176. However, if the Seller should decide not to agree to a possible dual agency, and the Seller wants Broker to represent
177. the Seller, the Seller may give up the opportunity to sell the Property to buyers represented by Broker.

178. Seller's Instructions to Broker:

179. Having read and understood this information about dual agency, Seller now instructs Broker as follows:

180. Seller will agree to a dual agency representation and will consider offers made by buyers represented by
181. Broker.

182. Seller will not agree to a dual agency representation and will not consider offers made by buyers represented
183. by Broker.

184. Real Estate Company Name: Lake State Realty Services Inc.

185. Seller: _____
City of Saint Francis

186. By: _____ (Licensee) Seller: _____

187. Julie Schwartz Date: _____

188. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this
189. Contract. Seller consents to Broker representing or assisting such other potential sellers before, during, and after the
190. expiration of this Contract.

191. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing or assisting Seller, may have had a previous
192. agency relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker, or licensee
193. representing or assisting Seller, is legally required to keep information regarding the ultimate price and terms the buyer
194. would accept and the motivation for buying confidential, if known.

195. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees
196. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any
197. misrepresentation, misstatement, omission of fact, or breach of a promise by Seller. Seller agrees to indemnify and hold
198. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any
199. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the damage,
200. loss, or injury is the result of the gross negligence or willful misconduct of the Broker.

201. **FAIR HOUSING NOTICE:** Seller understands that Seller shall not refuse to sell or discriminate in the terms, conditions,
202. or privileges of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status
203. with regard to public assistance, handicap (whether physical or mental), sexual orientation, or family status. Seller
204. understands further that local ordinances may include other protected classes.

205. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality, government
206. agency, or unit owners' association about the Property that Seller has not informed Broker about in writing. Seller agrees
207. to promptly inform Broker, in writing, of any notices of such type that Seller receives during the term of this Contract.

208. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage
209. balance, interest rate, payoff, and/or assumption figures) regarding any existing financing on the Property. A copy of
210. this document shall be as valid as the original.

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

211. Page 6

212. Property located at 4201 Saint Francis Blvd NW Saint Francis MN 55070

213. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
214. transaction constitute valid, binding signatures.

215. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its representatives to contact Seller by mail, phone,
216. fax, e-mail, or other means of communication during the term of this Contract and anytime thereafter.

217. **OTHER:** _____

218. _____

219. _____

220. _____

221. _____

222. BROKER

SELLER

223. **ACCEPTED BY:** Lake State Realty Services Inc.
(Real Estate Company Name)

ACCEPTED BY: _____
(Seller) City of Saint Francis

224. By: _____
(Licensee) Julie Schwartz

(Date)

225. _____
(Date)

(Address)

226. 2140 Otter Lake Drive White Bear Lake
(Address)

(Phone)

227. 651-659-0920
(Phone)

(E-Mail Address)

228. julie@lakestaterealty.com
(E-Mail Address)

229. SELLER

229.

230.

ACCEPTED BY: _____
(Seller)

231.

(Date)

232.

(Address)

233.

(Phone)

234.

(E-Mail Address)

235. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.**
236. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2016 Minnesota Association of REALTORS®, Edina, MN

1. Date August 30th, 2016
2. Page 1 of 6 pages

3. **DEFINITIONS:** This Contract involves the property located at 3518 Bridge Street NW Saint Francis,
4. legally described as PID: 32-34-24-43-0003, 32-34-24-43-0004, 32-34-24-43-0009, 32-34-24-43-0008,
5. 32-34-24-0005, and 32-34-24-43-0003 ("Property").

6. Seller is City of Saint Francis ("Seller").

7. Broker is Lake State Realty Services Inc. ("Broker").
(Real Estate Company Name)

8. This Contract starts on _____, 20 _____, and ends at 11:59 p.m. on _____,
9. 20 _____.

10. This Contract may only be canceled by written mutual agreement of the parties.

11. **PRICE:** Seller offers the Property for sale for the price of \$ _____, upon the following
12. terms: _____.

13. **LISTING:** Seller gives Broker the exclusive right to sell the Property. In exchange, Broker agrees to list and market
14. the Property for sale. Broker may place a "For Sale" sign and a lock box with keys on the Property, unless prohibited by
15. governing authority. Seller understands this Contract DOES NOT give Broker authority to rent or manage the Property.
16. Seller understands Broker may be a member of a Multiple Listing Service ("MLS"), and if Broker is a member of MLS,
17. and where available, Broker may give information to the MLS concerning the Property. Broker may place information
18. on the Internet concerning the Property, including sold information (except as limited in the following MLS Data Feed
19. Options section). If Broker sells the Property, Broker may notify the MLS and member REALTORS® of the price and
20. terms of the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor
21. any other broker is insuring Seller or occupant against theft, loss, or vandalism.

22. **MLS DATA FEED OPTIONS:**

23. **EXPLANATIONS AND DEFINITIONS:**

24. **"IDX site"** means a web site operated by a broker participating in the MLS on which the broker can advertise the
25. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to
26. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

27. **"Virtual office web site" ("VOW")** means a web site operated by a broker participating in the MLS that delivers
28. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with
29. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The
30. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker
31. in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW policy.
32. The MLS imposes various other rules and restrictions on VOWs.

33. For each of the following options, the MLS system automatically defaults to "Yes." Seller's instructions pertaining to the
34. Internet display of the MLS input data for the Property are as follows:

35. **Option 1. Listing display on the Internet.** If Seller selects "No," this listing will not be included in MLS data feeds
36. to Internet web sites that display property listing data, whether intended for advertising the Property or
37. providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing
38. to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

39. Shall the Property listing be displayed on the Internet, including sold information? Yes No

40. Seller understands and acknowledges that if Seller has selected "No" for Option 1, consumers who
41. conduct searches for listings on the Internet will not see information about the Property in response to
42. their searches.

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

43. Page 2

44. Property located at 3518 Bridge Street NW Saint Francis MN 55070.
45. If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.
46. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.** If Seller selects
47. "No," the address of the Property will be hidden on web sites receiving data feeds from MLS that result in
48. Internet listing display, whether intended for advertising the Property or providing online brokerage services
49. (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients via other
50. means, including e-mail, fax, mail, hand delivery, and orally.
51. Shall the listing address (house and unit numbers and street name) be displayed
52. on the Internet? Yes No
53. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**
54. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model
55. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based
56. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The
57. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant
58. factors in valuing a property. Seller, by selecting "no," may prohibit display of an automated valuation of his
59. or her listing adjacent to the listing.
60. Shall an automatic valuation of the Property listing or a link to an automated
61. valuation be displayed adjacent to the listing? Yes No
62. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**
63. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide
64. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews
65. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on
66. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding
67. the listing's value, etc.
68. Shall comments or reviews of the Property by persons other than the displaying
69. broker be displayed with or attached as a link to the listing data of the Property? Yes No
70. **LISTED FOR LEASE:** The Property IS IS NOT currently listed for lease. If IS, the listing broker is
-----*(Check one.)*-----
71. _____ . If IS NOT, Seller MAY MAY NOT list the Property for lease during the
-----*(Check one.)*-----
72. terms of this Contract with another broker.
73. Nothing in this Contract shall prohibit Broker and Seller from entering into a listing agreement for the lease of this
74. Property upon terms acceptable to both parties.
75. **SELLER'S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property.
76. Seller shall cooperate with Broker in selling the Property. Seller shall promptly inform Broker about all inquiries Seller
77. receives about the Property. Seller agrees to provide and pay for any inspections and reports required by any
78. governmental authority. Seller agrees to provide unit owners' association documents, if required. Seller shall remain
79. responsible for security, maintenance, utilities, and insurance during the term of this Contract, and for safekeeping,
80. securing and/or concealing any valuable personal property during Property showings or open houses. Seller shall
81. surrender any abstract of title and a copy of any owner's title insurance policy for this Property, if in Seller's possession
82. or control, to buyer or buyer's designated title service provider. Seller shall take all actions necessary to convey
83. marketable title by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary
84. to transfer to buyer marketable title to the Property. Seller has the full legal right to sell the Property.

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

85. Page 3

86. Property located at 3518 Bridge Street NW Saint Francis MN 55070
87. Access to the Property: Seller authorizes access to the Property. Authorizing access means giving permission to another person to enter the Property, with or without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a lockbox. To facilitate the showing and sale of the Property, Seller instructs Broker to:
88. 1. access the Property;
89. 2. authorize other brokers and their associates, inspectors, appraisers, contractors, and other industry professionals to access the Property at reasonable times and upon reasonable notice; and
90. 3. duplicate keys to facilitate convenient and efficient showings of the Property.
91. Seller agrees to commit no act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other than Seller, Seller shall comply with Minnesota law and any applicable lease provisions of an existing lease and provide tenant with proper notice in advance of any Property showing.
92. **SELLER CONTENT LICENSE:** In the event Seller provides content, including, but not limited to, any photos or videos of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights or laws. Seller agrees to execute any further documents that are necessary to effect this license.
93. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
94. **BROKER'S COMPENSATION:**
95. Seller agrees to pay Broker a retainer fee of \$ _____ at the commencement of this Contract, which fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward satisfaction of any obligation to compensate Broker.
96. Seller shall pay Broker, as Broker's compensation, 7 percent (%) of the selling price or \$ _____, whichever is greater, if Seller sells or agrees to sell the Property during the term of this Contract.
97. Other: _____
98. In addition, if before this Contract expires Broker presents a buyer who is willing and able to buy the Property at the price and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation. Seller agrees to pay Broker's compensation whether Broker, Seller, or anyone sells the Property. Seller hereby permits Broker to share part of Broker's compensation with other real estate brokers, including brokers representing only the buyer. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:
99. 1. the closing of the sale;
100. 2. Seller's refusal to close the sale; or
101. 3. Seller's refusal to sell at the price and terms specified above.
102. If, within 180 days (*not to exceed six (6) months*) after the expiration of this Contract, Seller sells or agrees to sell the Property to anyone who:
103. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry; or
104. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement, or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract;
105. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract, under which Seller is obligated to compensate another licensed real estate broker.
106. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale of the Property in an amount equal to the compensation due to Broker under this Contract.

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

135. Page 4

136. Property located at 3518 Bridge Street NW Saint Francis MN 55070
137. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MLS
138. unless Broker notifies Seller otherwise in writing.
139. **CLOSING SERVICES:**
140. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING OR ASSISTING SELLER, OR REAL ESTATE
141. CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS
142. OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING
143. ITSELF.
144. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
145. understands that no one can require Seller to use a particular person in connection with a real estate closing and that
146. Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.
147. Seller's choice for closing services. *(Initial one.)*
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(Seller) (Seller)
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**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

166. Page 5

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177. the Seller, the Seller may give up the opportunity to sell the Property to buyers represented by Broker.

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179. Having read and understood this information about dual agency, Seller now instructs Broker as follows:

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185. Seller: _____
City of Saint Francis

186. By: _____ Seller: _____
(Licensee)

187. Julie Schwartz Date: _____

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197. misrepresentation, misstatement, omission of fact, or breach of a promise by Seller. Seller agrees to indemnify and hold
198. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any
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203. with regard to public assistance, handicap (whether physical or mental), sexual orientation, or family status. Seller
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**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

211. Page 6

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216. fax, e-mail, or other means of communication during the term of this Contract and anytime thereafter.

217. **OTHER:** _____

218. _____

219. _____

220. _____

221. _____

222. BROKER

SELLER

223. **ACCEPTED BY:** Lake State Realty Services Inc.
(Real Estate Company Name)

ACCEPTED BY: _____
(Seller) City of Saint Francis

224. By: _____
(Licensee) Julie Schwartz

(Date)

225. _____
(Date)

(Address)

226. 2140 Otter Lake Drive White Bear Lake
(Address)

(Phone)

227. 651-659-0920
(Phone)

(E-Mail Address)

228. julie@lakestaterealty.com
(E-Mail Address)

229.

SELLER

230.

ACCEPTED BY: _____
(Seller)

231.

(Date)

232.

(Address)

233.

(Phone)

234.

(E-Mail Address)

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