

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
MAY 1, 2017
ISD #15 CENTRAL SERVICE CENTER
4115 Ambassador Blvd NW
6:00 PM

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. APPROVAL OF AGENDA

4. **CONSENT AGENDA** - *All matters listed within the Consent Agenda are considered to be routine items to be enacted upon by one motion by the City Council. Items on the Consent Agenda are reviewed in total by the City Council and may be approved through one motion with no further discussion by the Council. Any item may be removed by any Council Member, staff member or person from the public for separate consideration.*

A. City Council Minutes – April 17, 2017

B. City Council Work Session Notes – February 13, 2017 and April 10, 2017

C. CLIMB – Resolution 2017-12 Approving Location of The Ponds & Gambling Premise Permit

D. St. Francis Lions Club – 5k Permits for Pioneer Days

E. Extension of Real Estate Contract with Lake State Realty Services

F. Acknowledge the submittal of the Upper Rum River Watershed Management Organization 2016 Annual Report to the MN Board of Water and Soil Resources and the Financial Report to the Office of the State Auditor

G. Payment of Claims

5. MEETING OPEN TO THE PUBLIC **Maximum time of five minutes per person***

6. SPECIAL BUSINESS

None

7. PUBLIC HEARINGS

None

8. OLD BUSINESS

None

9. NEW BUSINESS

A. Ordinance 228, Second Series Amendment– Sunday Off Sale Hours (First Reading)

B. Liquor Store Security System Replacement

C. Kings Hwy/Riverbank Lane – Engineer Report/Grant Opportunities

D. Setting Work Session for Week of May 22nd

10. MEETING OPEN TO THE PUBLIC **Maximum time of five minutes per person***

11. REPORTS

A. Police Department– Monthly Report

B. Councilmember Reports-

C. Upcoming Events - April 29th
May 6th

Recycling Day @ Public Works 8 am to 2 pm
Pet Clinic @ Fire Station 9 am to Noon

12. ADJOURNMENT

***For individuals who wish to address the Council on subjects which are not a part of the meeting agenda. Typically, the Council will not take action on items presented at this time but will refer them to staff for review, action and/or recommendation for future Council action.**

MEMO

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

RE: Agenda Memorandum – May 1st, 2017 Council Meeting

Agenda Items:

4. **CONSENT AGENDA:**

- a. City Council Minutes – April 15th, 2017
- b. Work session Notes – 2/13 and 4/10 Work session Notes
- c. CLIMB Theater – Resolution 2017-12 Approving the location to conduct lawful gambling
- d. Lake State Reality – 6 month contract extension.
- e. Upper Rum River 2016 Annual Report – Acknowledge the submittal of the annual and financial reports
- e. Payment of Claims-

6. **SPECIAL BUSINESS:**

A. *None*

7. **PUBLIC HEARINGS**

A. *None*

8. **OLD BUSINESS**

A. *None*

9. **NEW BUSINESS**

- A. Ordinance Amendment – (First Reading) An Ordinance to allow for Sunday Sale of liquor.
- B. Liquor Store Security Cameras – The current condition of the Bottle Shop's security cameras requires the city purchase a new system. This system will have much advanced capabilities from the current system. This was scheduled for replacement but needs to be moved up. Approximately \$18,000. Quotes are attached.
- C. Riverbank Lane - Update on Riverbank Lane from the City Engineer.
- D. Work session Scheduling – Staff is proposing a work session for May 22nd to discuss Chickens and the Capital Improvement Plan (CIP).

11. **Reports:**

- A) City Administrator – no report
- B) Police – Monthly Report

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

CITY COUNCIL MINUTES
APRIL 17, 2017

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**

The regular City Council meeting was called to order at 6:00 pm by Mayor Steve Feldman.

2. **ROLL CALL**

Members present: Mayor Steve Feldman, Councilmembers Jerry Tveit, Joe Muehlbauer, Robert Bauer and Rich Skordahl. Also present City Attorney Scott Lepak (Barna, Guzy & Steffen), City Administrator Joe Kohlmann, Community Development Director Kate Thunstrom, Police Chief Todd Schwieger, Fire Chief Matt Kohout, Liquor Store Manager John Schmidt, Finance Director Darcy Mulvihill, and City Clerk Barb Held.

3. **APPROVAL OF AGENDA**

MOTION BY BAUER SECOND MUEHLBAUER TO APPROVE THE AGENDA AS PRESENTED. Motion carried 5-0.

4. **CONSENT AGENDA**

MOTION BY FELDMAN SECOND TVEIT TO APPROVE THE CONSENT AGENDA ITEMS A-H AS FOLLOWS:

- A. City Council Minutes – April 3, 2017
 - B. Accept the Letter of Resignation from Fire Fighter Jennifer McDonough
 - C. Approve Pay Request No. 21 for \$143,736.00 to Gridor Construction for Wastewater Treatment Improvements
 - D. Acknowledge the donation from the St. Francis American Legion to the Police Department
 - E. Acknowledge the donation of \$2,000 from Blaine Festival for Pioneer Days
 - F. Authorization to place an Ad for a Part Time Fire Chief and approve job description
 - G. Discontinue the Contract with Stericycle and use Hazardous Waste Experts on an “as needed” basis
 - H. Payment of Claims \$512,302.92 (ACH 189E-190E \$334,443.70 & Checks #72328-72408 \$177,859.22)
- Motion carried 5-0.

5. **MEETING OPEN TO THE PUBLIC**

None

7. **PUBLIC HEARINGS**

None

8. **OLD BUSINESS**

None

9. **NEW BUSINESS**

- A. Northland Securities – George Eilertson of Northland Securities before you to talk about the possibility of refunding one of the City's bond. Eilertson explained the different bonds the City has issued in the past years.

1) Possible Refunding of the \$8,200,000 EDA Lease Rev Bond, Series 2012A: The new issuance of \$7,520,000 General Obligation Refunding Bonds, Series 2017A will advance refund the 2018-2037 maturities of the Economic Development authority of the City's Public Project Lease Revenue Bonds, Series 2012A. The new bonds will mature annually on February 1. We wouldn't change the date of the maturity date but look at lowering the interest rates. Good opportunity for the city to save money on interest. The EDA Bonds have annual Trustee fee of approximately \$1,600 compared to the annual Paying Agent fee of \$495. This fee differential will create an approximately \$17,000 overall savings over the remaining term of the bonds. Bauer asked if we could shorten the length of the bond would it lower the interest rate. Eilertson said yes it would lower the interest rate. Feldman asked if it makes a difference with shortening the number of years. Mulvihill if we would cut out a couple years our upfront cost (principal) would be higher. Tveit said the savings now is worth more than probably years down the road.

2) Resolution 2017-11 Approving the Issuance of General Obligation Capital Improvement Plan Bonds, Series 2017A: MOTION BY TVEIT SECOND BAUER TO ADOPT RESOLUTION 2017-11 APPROVING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2017A. Motion carried 5-0.

- B. City Website – Staff has looked into website upgrades to offer a professional, secure, ADA compliant and accessible format. Features include a mobile-friendly design, email newsletter subscription, property listings (commercial/industrial) to assist in city development, and business directory. Two proposals were received. One from Revize and the other from Aha Consulting. Information on both of the company's features was included in the council packet. Feldman said the changes won't go into effect until August. Feldman stated the benefits are more updated information, availability to subscribed and be able to search the site easier. We are trying to get the public involved. Muehlbauer said you can currently search all codes it will just be easier. Feldman said I think Aha is a better fit with Municode and more user friendly. MOTION BY MUEHLBAUER SECOND SKORDAHL TO ENTER INTO A CONTRACT WITH AHA CONSULTING TO UPGRADE THE CITY'S NEW WEBSITE. Motion carried 5-0.

- C. Municode-Online Code – Staff has reviewed services that offer an easier search feature for our website database. Several neighboring cities use the company Municode. There were a number of features they offer that staff feels would benefit our users when looking up our city code and ordinances.

MOTION BY BAUER SECOND TVEIT TO ENTER INTO AN AGREEMENT WITH MUNICODE FOR THE CONVERSION OF THE CITY'S DATABASE AND REPUBLICATION OF THE CITY CODE. Motion carried 5-0.

- D. Rental Housing Licensing – Program Revisions – The City finalized a rental housing license ordinance in December 2013 and implemented in 2014. Community Development Director Kate Thunstrom provided the City Council a history of how the rental program is working. We need to continue to create a program that serves the community needs by holding property owners to a standard of safe and decent house we do need to continue to review our fee schedule. Staff is recommending amending the changes in the fee structure along with adding a late fee, a conversion fee and a re-inspection fee. All fee changes would be reflected beginning with the 2018 Fee Schedule. The proposed fee structure was part of the council packet. Also with the amendments to the fee schedule we could also like to revisit the city code language and application forms. Feldman said these proposed numbers are more friendly than the past numbers. Can we review these numbers annually? Skordahl said it was a problem we had to deal with and glad we are re-valuating this. Tveit said I have hears from some landlords too. Tveit said what ordinance would we follow. Thunstrom said we will look at surrounding cities look at more health safety issues. MOTION BY TVEIT SECOND MUEHLBAUER AMENDING THE 2018 FEE SCHEDULE FOR RENTAL HOUSING TO INCLUDE THE NEW AND RENEWAL FEE STRUCTURE, ADD A LATE FEE, ADD A CONVERSION FEE, ADD A RE-INSPECTION FEE AND INSTRUCT STAFF TO REVIEW AND UPDATE CITY CODES. Motion carried 5-0.
- E. City Newsletter Quotes – The City was working with local agency for our printing of the newsletter and was questioned by another vendor. So the City reviewed the pricing and services of several additional printing offices. Seven quotes were received. Feldman said I talked to staff today and they really have been impressed by Minuteman Press who also was the low quote. Also sounds he is going to join the Chamber. MOTION BY SKORDAHL SECOND MUEHLBAUER TO GO WITH MINUTEMAN PRESS FOR THE PRINTING AND SERVICES OF THE NEWSLETTER. Motion carried 5-0.

10. **MEETING OPEN TO THE PUBLIC**

- A. Liz Fairbanks, 24360 Yukon Street, sprinklers were on last year in the park at around 5 pm not a good time for the sprinklers to be on.

Also by my house, there are two houses going up and there seems to be a large hole. I am concerned with the large hole, it needs to filled up.

Feldman just wanted to remind everyone that we now have two “meeting open to the public” on the agenda. No clocks anymore but be reasonable with your request.

11. REPORTS

A. Administrator's Report – Kohlmann reported that the city received an offer from someone interested in the property located at 4201 St. Francis Blvd. The offer is below the value that we are asking. Feldman said we do have to be careful in our discussion because we choose not go behind closed doors and have a closed meeting. Difference between asking price and what they are offering are close. Tveit said from a business perspective it doesn't hurt to ask a lower price. People have complained we (the city) have too much property. I would be in favor in going for it. Muehlbauer said I can argue either way. Thunstrom said I have talked to small businesses that say they can't afford rent here or find a place. Bauer asked who would receive the interest. Thunstrom if we would finance it we would. Tveit said by selling this property we do put it back on the tax roll. Skordahl said I agree with Tveit let's get this property back on the tax roll. Skordahl asked if this was through the firm the City hired. Thunstrom said yes, this is from our commercial broker we hired and it is going through that process. Feldman said Tveit brings up a good point with getting this parcel back on the tax roll. Kohlmann said we will have legal review the documents. Feldman asked if they fault where are we on the list of being paid back. Lepak stated we will address that topic in the documents being prepared.

B. Public Works Director - Monthly Report – Public Works Director Paul Teicher gave his monthly report. Road restrictions did go off on Friday, April 14th. We are now treating the water down at the WWTF. We are about 90% completed. MPCA will be out on Wednesday. We will be getting our official startup date soon and then will have 90 days to be in compliance.

C. Councilmember Reports –
Tveit said been in contact with residents about our work session. A lot of positive things going on.

Muehlbauer stated at the work session we talked about Sunday liquor, animals, and meeting times. Kohlmann said I have not had a chance to talk to one of the council members regarding the meeting time.

Bauer stated ISD #15 Bond referendum meeting here at 7:00 pm tomorrow night. Election is May 23rd, remember to vote.

Skordahl would like to see bullet points on what is coming up on the agenda. It is on the website but I think it should be under council/mayor or somewhere. I just want to say “thank you” to every single one of you that work at a health care facility. My father just passed away and the staff at all of the different facilities were great, thank you again.

Feldman also said the ISD #15 Bond Referendum information is on our website too. So read it and be informed. Meeting will last as long as it takes to complete the city's business whether they are meetings or work session.

Feldman said in regards to what Liz said earlier please call city hall and find out what is going on. Here to help you.

Round about remember signal your turns when you exit the round abouts.

Pioneer Days is coming and our recycling is also next Saturday, need volunteers.

12. **ADJOURNMENT**

There being no further business, Mayor Feldman adjourned the regular city council at 6:51 pm.

Barbara I. Held, City Clerk

WORKSESSION NOTES

February 13th, 2017

Staff brought the issue forward to transfer a used squad car to the Fire Department to use as the Chief vehicle. The squad was scheduled to be traded in for replacement. The transfer of this squad to the Fire Department allows the Fire Officers to utilize the truck the Fire Chief has been using for more duties. Direction was given to Staff transfer the used squad car to the Fire Department to utilize as the Chief vehicle.

Staff brought the Planning and Engineering proposals to the City Council for discussion. Staff was given direction to set up interviews with selected firms for the City Council.

Staff brought forward for consideration the creation of a new Finance Committee. Staff was directed to create the committee which consists of Mayor Feldman, Councilmember Bauer, Finance Director Mulvihill, and City Administrator Kohlmann.

Staff asked for the Council to consider setting some objectives. Staff and Council broadly discussed objectives in the City such as utility rates, development, and miscellaneous items.

Staff discussed the property located 22545 Zea St. NW under other business. The Council provided direction for Staff to bring more information back at a future City Council Meeting.

The Meeting adjourned about 9:50 p.m.

WORKSESSION NOTES

April 10th, 2017

Staff brought forward the issue of Sunday Sales that are now allowed by State Law. Staff was given direction to make changes to the Ordinance for future consideration that would allow Sunday Sales. In addition, wages and hours of operation were discussed. Staff was given direction to review employee wages from time to time and to consider opening an hour later in the mornings.

Staff brought the discussion forward to allow Chickens. Staff was directed to continue to review the topic and provide more information. Direction was given to research other fowl, fencing regulations, inspection regulations, permitting regulations, lot size regulation, neighbor consent, and enforcement procedures.

Staff brought forward two quotes to upgrade the City's website. In addition, Staff brought forward a proposal to use Municode. Staff was given direction to prepare a formal report for Council consideration at a future meeting.

Staff brought forward the consideration to cancel the July 3rd Meeting. Staff was given direction to evaluate the potential workload of City business for that meeting and if it is determined that not much needs to be processed, to bring forward a request to cancel the meeting at a future City Council Meeting.

Staff brought forward for direction to appoint a construction liaison. After discussion, it was determined that there would be no appointment for a construction liaison and this matter did not warrant further consideration at future Council Meeting.

Staff brought forward options for the Fire Chief position. After discussion, Staff was directed to prepare an advertisement and associated materials and post the job open to all applicants. Staff would bring this back to a future Council Meeting.

The Meeting adjourned about 10:00 p.m.

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 C**TO:** Joe Kohlmann, City Administrator**FROM:** Barb Held, City Clerk**SUBJECT:** **Climb Theatre Lease for Lawful Gambling Activity****DATE:** May 1, 2017

OVERVIEW:

Climb Theatre also known as Climb has submitted an application to lease space for lawful gambling activity at The Ponds Golf Course. Climb's mission statement is *"is to create and perform plays, classes, and other creative works that inspire and propel people—especially young people—toward actions that benefit themselves, each other, and the community. We are a solely touring theatre company so all our performances happen at schools, camps, offices, and centers—wherever YOU are! In order to inspire change, CLIMB's theatre artists write, produce, and perform plays and classes on topics like bullying prevention, self-control, respect, friendship, job skills, and more."*

For Minnesota Lawful Gambling to be able to review and approve the applications, they must have approval from the city. Attached is the Lease for Lawful Gambling Activity, Premises Permit Application and Resolution 2017-12.

ACTION TO BE CONSIDERED:

Motion to adopt Resolution 2017-12 approving the Gambling Permit for Climb Theatre at the Ponds Golf Course.

BUDGET IMPLICATION:

None.

Attachments: Lease for Lawful Gambling Activity
Premises Permit Application
Resolution 2017-12

LG215 Lease for Lawful Gambling Activity

6/15 Page 1 of 2

LEASE INFORMATION

Organization: <u>Climb</u>	License/Site Number: <u>02002 -</u>	Daytime Phone: <u>651-453-9275</u>
Address: <u>6415 CARMEN AVE</u>	City: <u>INVER GROVE HTS.</u>	State: Zip: <u>55076</u>
Name of Leased Premises: <u>THE PONDS</u>	Street Address: <u>2881 229th Ave NW</u>	Daytime Phone: <u>763-753-1100</u>
City: <u>ST. FRANCIS</u>	State: Zip: <u>MN 55070</u>	Daytime Phone:
Name of Legal Owner: <u>Richard H. Lund</u>	Business/Street Address: <u>2881 - 229th Ave NW</u>	
City: <u>St. Francis</u>	State: Zip: <u>MN 55070</u>	Daytime Phone: <u>612-723-5023</u>
Name of Lessor (if same as legal owner, write "SAME"): <u>Same</u>	Address:	
City:	State: Zip:	Daytime Phone:

Check applicable item:

- ☒ **New or amended lease.** Effective date: June 1, 2017 Submit changes at least ten days **before** the effective date of the change.
- ☐ **New owner.** Effective date: _____. Submit new lease **within** ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

- | | |
|---|--|
| ☒ Pull-Tabs (paper) | ☐ Electronic Pull-Tabs |
| ☒ Pull-Tabs (paper) with dispensing device | ☐ Electronic Linked Bingo |
| ☐ Bar Bingo | Electronic games may only be conducted: |
| ☒ Tipboards | |
| ☒ Paddlewheel ☐ Paddlewheel with table | |
- at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or
 - at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

- ALL GAMES, including electronic games:** Monthly rent to be paid: 10 %, not to exceed **10%** of gross profits for that month.
- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed \$1,750**.
 - The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

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

- ALL OTHER GAMES:** Monthly rent to be paid: 10 %, not to exceed **20%** of gross profits from all other forms of lawful gambling.
- If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **\$1,750** cap.

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

Bingo rent is limited to one of the following:

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

LEASE TERMINATION CLAUSE (must be completed)

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

LG215 Lease for Lawful Gambling Activity

6/15 Page 2 of 2

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

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

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

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

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGMENT OF LEASE TERMS

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

Other terms of the lease:

Signature of Lessor:

Date:

Signature of Organization Official (Lessee):

Date:

Print Name and Title of Lessor:

Print Name and Title of Lessee:

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:

Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113

Fax: 651-639-4032

MINNESOTA LAWFUL GAMBLING
LG214 Premises Permit Application

6/15 Page 1 of 2

Annual Fee \$150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

Mail the application and required attachments to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: Climb License Number: 02002
Chief Executive Officer (CEO): Jan Alh Daytime Phone: _____
Gambling Manager: Collette Tompkins-Bell Daytime Phone: 651-453-9275 ext. 11

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: The Ponds - Golf Course

List any previous names for this location:

Street address where premises is located: 2881 229TH Ave NW
(Do not use a P.O. box number or mailing address.)

City: ST. FRANCIS OR Township: _____ County: ANOKA Zip Code: 55070

Does your organization own the building where the gambling will be conducted?

☐ Yes ☒ No If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site? ☐ Yes ☒ No ☐ Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site? ☐ Yes ☒ No ☐ Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: Village Bank Bank Account Number: 4007816
Bank Street Address: 3350 Bridge St NW City: ST. FRANCIS State: MN Zip Code: 55070

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
_____	_____	<u>MN</u>	_____
_____	_____	<u>MN</u>	_____
_____	_____	<u>MN</u>	_____

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION**CITY APPROVAL
for a gambling premises
located within city limits**

City Name: _____

Date Approved by City Council: _____

Resolution Number: _____
(If none, attach meeting minutes.)

Signature of City Personnel: _____

Title: _____ Date Signed: _____

**Local unit of government
must sign.****COUNTY APPROVAL
for a gambling premises
located in a township**

County Name: _____

Date Approved by County Board: _____

Resolution Number: _____
(If none, attach meeting minutes.)

Signature of County Personnel: _____

Title: _____ Date Signed: _____

TOWNSHIP NAME: _____

Complete below only if required by the county.

On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)

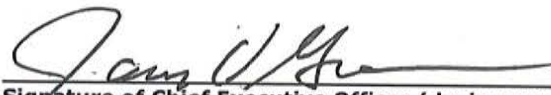
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

- I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
- The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
- I have read this application and all information submitted to the Board is true, accurate, and complete.
- All required information has been fully disclosed.
- I am the chief executive officer of the organization.
- I assume full responsibility for the fair and lawful operation of all activities to be conducted.
- I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
- Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.
- I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.
- I understand the fee is non-refundable regardless of license approval/denial.



Signature of Chief Executive Officer (designee may not sign)



Date

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public

information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;

Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.

An equal opportunity employer

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

RESOLUTION 2017-12

**A RESOLUTION APPROVING THE GAMBLING PERMIT FOR
CLIMB THEATRE AT THE PONDS**

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

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

The Ponds
2881 229th Avenue NW
St. Francis, MN 55070

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

AND WHEREAS, the City Council finds that the Applicant has complied with all requirements of the St. Francis City Code, Section 6-5-3, and said premises permit is hereby approved by a majority of the St. Francis City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 1st DAY
OF MAY, 2017

APPROVED:

ATTEST:

Steven D. Feldman, Mayor

Barbara I. Held, City Clerk

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 D

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: 5K Permit for Pioneer Days
DATE: May 1, 2017

OVERVIEW:

The St. Francis Lions Club has been holding a 5k Walk/Run during Pioneer Days for a number of years. The last couple of years they have added a kids run/walk. The 5k route starts and ends on the school property and runs through Rum River North County Park, however they do cross Rum River Blvd. A copy of Anoka County Permit is also included. The kids run/walk starts at Butterfield Drive and ends at Ambassador Blvd. This will be held after the road closure is set for the parade. Flyer for the event is attached.

After the kids run/walk is complete and with Bridge Street still closed the Lions will again be sponsoring the bed races. This event will precede the parade.

ACTION TO BE CONSIDERED:

Approve the 5k permits for the St. Francis Lions Club for June 10th.

BUDGET IMPLICATION:

None

Attachments: Permit applications
Insurance
5k brochure



23340 Cree Street NW, St. Francis, MN 55070
763-753-2630

**PARADE / BIKE-SNOWMOBILE RIDE / TRIATHLON PERMIT
5k RUN-WALK**

APPLICATION

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

Name of Organization St. Francis Lions Club

Contact Person Justin Ferguson Date of Event 6-10-17

Address 23416 Lockwood St. St. Francis MN 55070
(Street) (City) (State & Zip)

Phone (763) 300 0017 Email address doxierexa@hotmail.com

Number of Estimated Participants 50 Starting/Ending Time of Event 11:30-12:30

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

* Kids walk
From Butterfield to corner of Ambassador
at Bridge St. * Butterfield * Bridge * Ambassador
Stop sign

* Bed race
From Butterfield @ Bridge St. to Front of Post office * Butterfield * Bridge St. * Post office

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

Please contact the St. Francis Police Department at 763-753-1264 regarding number of officers needed for this event. none needed

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



23340 Cree Street NW, St. Francis, MN 55070
763-753-2630

**PARADE / BIKE-SNOWMOBILE RIDE / TRIATHLON PERMIT
5k RUN-WALK**

APPLICATION

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

Name of Organization St. Francis Lions Club

Contact Person Justin Ferguson Date of Event 6-10-17

Address 23416 Lachawanna St. St. Francis MN 55070
(Street) (City) (State & Zip)

Phone (763) 300 0017 Email address doxierex2@hotmail.com

Number of Estimated Participants 90 approx Starting/Ending Time of Event 7:00 am - 9:30 am

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

see attached walk/run

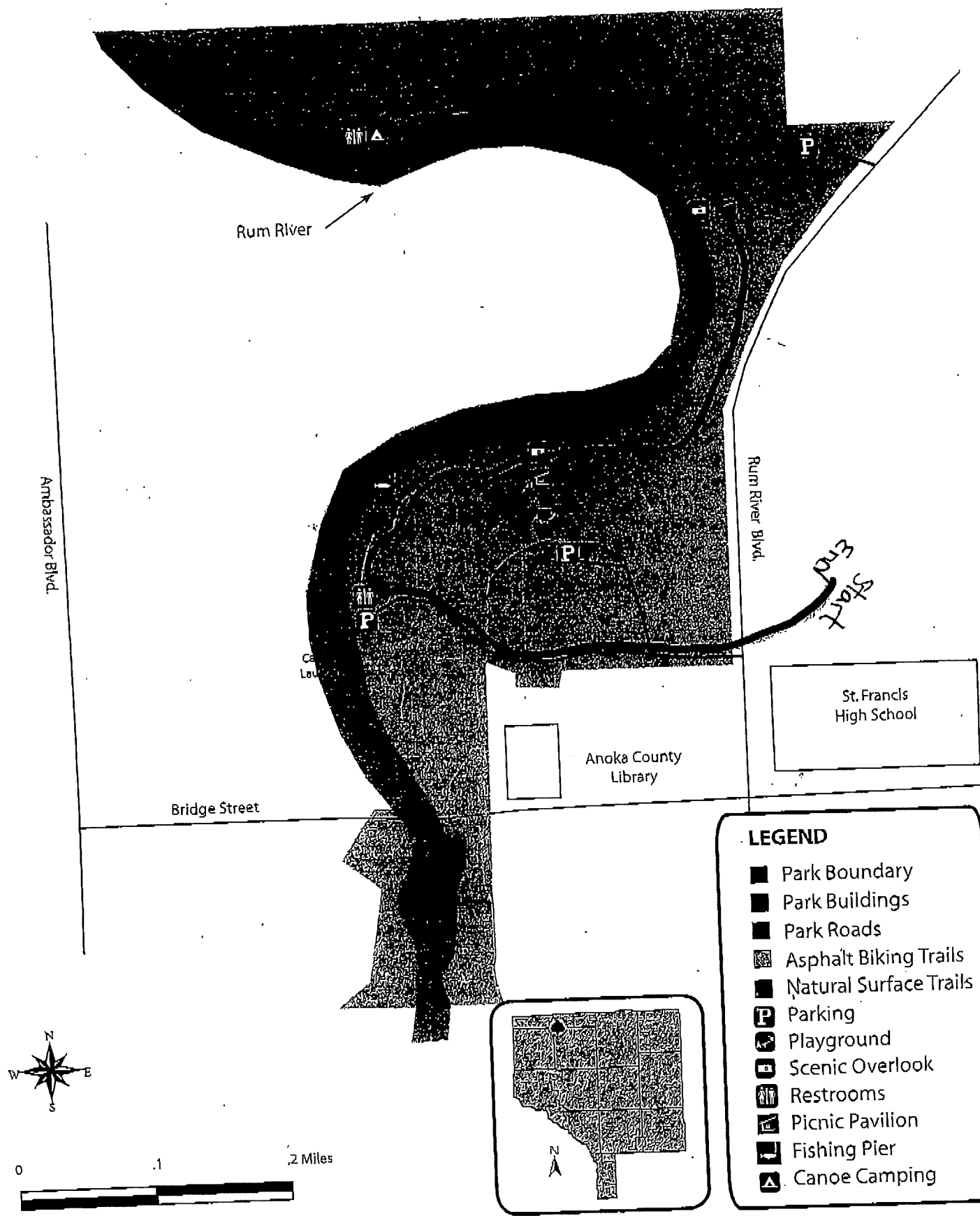
(ORGANIZATION MUST PROVIDE CERTIFICATE OF INSURANCE WITH THE CITY OF ST. FRANCIS NAMED AS THE CERTIFICATE HOLDER)

Please contact the St. Francis Police Department at 763-753-1264 regarding number of officers needed for this event. NONE NEEDED

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



RUM RIVER NORTH COUNTY PARK





Anoka County
PARKS & RECREATION
Open Spaces in Nearby Places

550 Bunker Lake Boulevard NW
Andover, MN 55304
763.757.3920
763.755.0230 (fax)

SPECIAL USE PERMIT REQUEST FORM

Today's Date: 2-9-17 Date of Event: 6-10-17 Arrival Time: 8:00 am Departure Time: 9:00 am

Park: Run River Park North Pavilion/Shelter/Meeting Room # or Name: N/A

Name of Organization: St. Francis Lions

Address: PO Box 173 City: St. Francis Zip: 55070

Contact Name: Tim Nolen or Kristin Engstrom Email Address: tim.nolen@ymail.com

Phone Number: Primary: (763) 753 1215 Secondary: (763) 753 0350

Number of People Attending your Event: 90-100

Requested Special Use Activity

Please describe special activity requested and location of activity as it relates to reserved shelter / pavilion / meeting room:

Running on pathway in park during walk/run event
Permission to use golf cart for safety monitoring
Do not need settee

Specific Time Special Use Activity Will Take Place in Park: 8:00 - 9:00 am

Indicate Additional Set-Up and Take-Down Time (if beyond reservation hours): 6:00 am set up
9:00 Take down

Does Activity Require Electric Hook-Up? Yes ☐ No ☒ How many?

Does Activity Require Water Hook Up? Yes ☐ No ☒

Office Use Only

☒ Approved
☐ Not Approved

Additional Fees

☐ Tent [\$25]
☐ Maintenance Fees [\$25 / hour]
☐ Other

Approved by: [Signature]

Title: VISITOR SERVICES MGR

Date: 2/22/17

Notes:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C No. Ext.): 1-800-316-6705	FAX (A/C No.): 1-888-467-2378
	E-MAIL ADDRESS: lionsclubs@dspins.com	
INSURED St. Francis Lions St Francis Minnesota	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 22867	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC		HD0G27856202	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		ISAH09044966	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Life Fitness Walk/Run the Run

Anoka county officials, agents, employees, volunteers is included as an Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the Insured shown above and not out of the sole negligence of said additional insured.

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER**CANCELLATION**

Anoka county Officials, agents, employees, volunteers
2100 3rd Ave
Anoka Minnesota 55303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured The International Association of Lions Clubs			Endorsement Number 21
Policy Symbol HDO	Policy Number G27856202	Policy Period 09/01/2016 TO 09/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Person or Organization:

Persons or Organizations granting use of real property, including structures thereon, to a named insured.

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by, used by or rented to you.

This insurance does not apply to:

1. Any "occurrence" which takes place after the named insured ceases to have use of said premises or above items.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization as described above.
3. Liability out of the sole negligence of the additional insured.


Authorized Representative



Life Fitness and the St. Francis Lions would like to express a special thanks to all of the Sponsors, Contributors & Volunteers for their part in these Pioneer Days events.

- Opp Family Chiropractic
- American Family Ins.-Mary Dresch
- Highland Money Management
- St. Francis Anytime Fitness
- St. Francis Bait-n-Tackle
- Patriot Lanes Bar & Grill
- Kings County Market
- St. Francis True Value
- Killebrew Root Beer
- Printing Unlimited
- Northland Screw
- LePage & Sons
- The Courier
- EZ TEEZ
- ISD #15
- Village Bank
- Rum River Inn
- Crown Electric
- A Liddle Wellness
- Advanced Roofing
- Schroeders Stable
- St. Francis Subway
- Northlake Brewing
- Goodrich Pharmacy
- Anoka County Parks
- Classic Construction
- Blue Star Kettle Corn
- Tyron Transportation
- People of St. Francis
- North Anoka Plumbing
- Dusty's Drain Cleaning
- St. Francis Dental Care
- Rivard Wood Products
- St. Francis Dairy Queen
- Temperature Specialist Inc.



St. Francis Lions Club
PO Box 173
St. Francis, MN 55070-0173

St. Francis Lions present the
Life Fitness

5K Color

Walk/Run The Rum



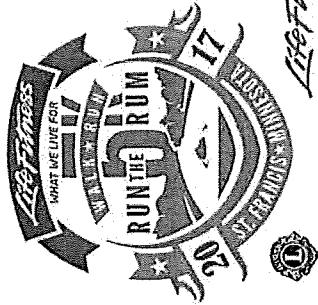
Saturday, June 10, 2017
8:00 a.m.

Life Fitness along with the
St. Francis Lions are promoting
wellness and fitness for all ages.

*Enjoy the scenic trail along the
Rum River—voted the most
beautiful river walk/run in
Minnesota for 2008*

Your Home Team Supporters





Saturday, June 10 8:00 a.m.

Location: St. Francis High School
3325 Bridge Street

St. Francis is located 13 miles north from Anoka County Road 9 (Round Lake Blvd.) exit of Highway 10 in Coon Rapids

Details: The event, rain or shine, will start at the St. Francis High School track. The route will connect to the Rum River North County Park and will follow a scenic trail along the Rum River. The event will finish at the high school track. Race proceeds to support community projects.

Fee: \$20 early bird registration
\$25 day of the race

Other: Fee includes a race T-shirt
Food and beverage will be provided at the finish line.
Door prizes will be drawn at the conclusion of the event.

For more information, contact:

Lion Tim Holen or Lion Kristin Ferguson
at 763-753-1265

5K Color Walk/Run Registration • Saturday, June 10, 2017

Name _____

Address _____

City, State, Zip _____

Phone _____ Email _____

T-shirt Information (adult sizes)

☐ Small ☐ Medium ☐ Large ☐ XL ☐ XXL (\$2 extra)

Participants are guaranteed a T-shirt if registration is received by May 20, 2017.

Entry Fee (non-refundable)

☐ \$20 registration fee received before May 20, 2017
☐ \$25 registration fee day of the race

Make checks payable to: **St. Francis Lions Club.**

Race proceeds to support community projects.
Fee must accompany registration form.



Read and sign the following waiver:

I am entering this event at my own risk. In signing this release for myself or for named entrant (when entrant is younger than age 18), I understand this release and absolve the St. Francis Lions Club, all sponsors, organizers, volunteers, and associated entities of all blame for any injury, harm, loss or inconvenience suffered as a result of participating in this event.

Participant Signature: _____

Parent/Guardian (if participant is younger than age 18) _____

Date: _____

**Dairy Queen - Killebrew Root Beer
Kids Color Walk - June 10, 2017**

Starts at 12:00 p.m. in front of

True Value Hardware

for Kids 12 & Under (Free Event)

*Each pre-registered participant
will get a t-shirt while supplies last.*

Questions • 763-753-1265

Return form and payment to: St. Francis Lions Club, PO Box 173, St. Francis, MN 55070-0173

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 E

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Extension of Real Estate Contract
DATE: 04/26/2017

OVERVIEW:

In September 2016, the City entered into an exclusive real estate agreement with Lake State Realty Services for a term of six months. This agreement is for the sale of three city owned properties located at: 4201 St. Francis Blvd, 3518 Bridge Street and 23xxx St. Francis Blvd.

To date we have accepted an offer for 4201 St. Francis Blvd and we are awaiting an offer for 23xxx St. Francis Blvd contingent on preliminary site testing and surveying. To complete the two offers in place staff recommends continuing with Lake State to complete the deals in process.

ACTION TO BE CONSIDERED:

Motion to approve an extension of the listing agreement with Lake State for the three parcels identified for a period of six months.

BUDGET IMPLICATION:

Attachments: Original Contract

**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 04/26/2017

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 May 2nd, 20 17, and ends at 11:59 p.m. on December 31st,
9. 20 17.

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 \$ 70,000.00, upon the following
12. terms: Cash, conventional.

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
88. person to enter the Property, with or without a licensed salesperson present, disclosing to the other person any security
89. codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through
90. 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
93. 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
96. someone other than Seller, Seller shall comply with Minnesota law and any applicable lease provisions of an existing
97. 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
99. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable,
100. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
101. derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content
102. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights
103. 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**
105. **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
108. fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward satisfaction of
109. 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
112. 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
115. price and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation.
116. Seller agrees to pay Broker's compensation whether Broker, Seller, or anyone sells the Property. Seller hereby permits
117. Broker to share part of Broker's compensation with other real estate brokers, including brokers representing only the
118. buyer. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:

119. 1. the closing of the sale;
120. 2. Seller's refusal to close the sale; or
121. 3. Seller's refusal to sell at the price and terms specified above.

122. If, within 180 days (*not to exceed six (6) months*) after the expiration of this Contract, Seller sells or agrees to sell
123. the Property to anyone who:

124. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry;
 125. or
 126. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,
 127. or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose
 128. name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract;
129. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's
130. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid
131. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract,
132. under which Seller is obligated to compensate another licensed real estate broker.

133. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale
134. 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.

**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: Julie Schwartz (Licensee) Seller: _____

187. 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)

23340 Cree Street, NW Saint Francis, MN 55070
(Address)

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

(763) 235-2301
(Phone)

227. 651-659-0920
(Phone)

jkohlmann@stfrancismn.org
(E-Mail Address)

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

229.

SELLER

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**

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which disclaims any liability arising out of use or misuse of this form.
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1. Date 04/26/2017

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 May 2nd, 20 17, and ends at 11:59 p.m. on December 31st,
9. 20 17.

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 \$ 30,000.00, upon the following
12. terms: Cash, conventional

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
88. person to enter the Property, with or without a licensed salesperson present, disclosing to the other person any security
89. codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through
90. 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
93. 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
96. someone other than Seller, Seller shall comply with Minnesota law and any applicable lease provisions of an existing
97. 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
99. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable,
100. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
101. derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content
102. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights
103. 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**
105. **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
108. fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward satisfaction of
109. 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
112. 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
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184. Real Estate Company Name: Lake State Realty Services, Inc.

185. Seller: City of Saint Francis

186. By: _____ (Licensee) Seller: _____

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
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.

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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.

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**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

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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)

23340 Cree Street, NW Saint Francis, MN 55070
(Address)

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

(763) 235-2301
(Phone)

227. 651-659-0920
(Phone)

jkohlmann@stfrancismn.org
(E-Mail Address)

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

229.

SELLER

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**

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1. Date 04/26/2017

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 May 2nd, 20 17, and ends at 11:59 p.m. on December 31st,
9. 20 17.

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 \$ 150,000.00, upon the following
12. terms: cash, conventional.

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
88. person to enter the Property, with or without a licensed salesperson present, disclosing to the other person any security
89. codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through
90. 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
93. 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
96. someone other than Seller, Seller shall comply with Minnesota law and any applicable lease provisions of an existing
97. 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
99. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable,
100. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
101. derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content
102. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights
103. 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**
105. **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
108. fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward satisfaction of
109. 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
112. 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
115. price and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation.
116. Seller agrees to pay Broker's compensation whether Broker, Seller, or anyone sells the Property. Seller hereby permits
117. Broker to share part of Broker's compensation with other real estate brokers, including brokers representing only the
118. buyer. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:

119. 1. the closing of the sale;
120. 2. Seller's refusal to close the sale; or
121. 3. Seller's refusal to sell at the price and terms specified above.

122. If, within 180 days (*not to exceed six (6) months*) after the expiration of this Contract, Seller sells or agrees to sell
123. the Property to anyone who:

124. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry;
 125. or
 126. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,
 127. or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose
 128. name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract;
129. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's
130. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid
131. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract,
132. under which Seller is obligated to compensate another licensed real estate broker.

133. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale
134. 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.)*
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.

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

166. Page 5

167. Property located at 3518 Bridge Street 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: _____

186. By: _____ (Licensee) Seller: City of Saint Francis

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 3518 Bridge Street 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)

23340 Cree Street, NW Saint Francis, MN 55070
(Address)

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

(763) 235-2301
(Phone)

227. 651-659-0920
(Phone)

jkohlmann@stfrancismn.org
(E-Mail Address)

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

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**

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which disclaims any liability arising out of use or misuse of this form.
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1. Date August 30th, 2016 9/23/16

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 September 23, 20 16, and ends at 11:59 p.m. on April 23,
9. 20 16.

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 \$ 150,000, upon the following
12. terms: Cash, Conventional.

13. **LISTING:** Seller gives Broker the exclusive right to sell the Property. In exchange, Broker agrees to list and market
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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
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26. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

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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
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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
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**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

43. Page 2

44. Property located at 3518 Bridge Street NW Saint Francis MN 55070

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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
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60. Shall an automatic valuation of the Property listing or a link to an automated
61. valuation be displayed adjacent to the listing?

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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.

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74. Property upon terms acceptable to both parties.

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80. securing and/or concealing any valuable personal property during Property showings or open houses. Seller shall
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83. marketable title by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary
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**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

85. Page 3

86. Property located at 3518 Bridge Street NW Saint Francis MN 55070

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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**
105. **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
112. 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:

119. 1. the closing of the sale;
120. 2. Seller's refusal to close the sale; or
121. 3. Seller's refusal to sell at the price and terms specified above.

122. 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:

124. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry;
125. or
126. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,
127. or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose
128. name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract;
129. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's
130. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid
131. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract,
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133. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale
134. 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
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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,
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Saint Francis

MN

55070

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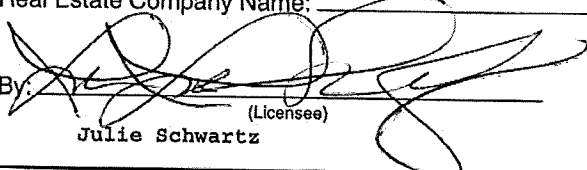
178. Seller's Instructions to Broker:

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: Joseph K. K...
City of Saint Francis

186. By: Julie Schwartz (Licensee) Seller: _____

187. Date: 9/21/16

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 3518 Bridge Street 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. _____

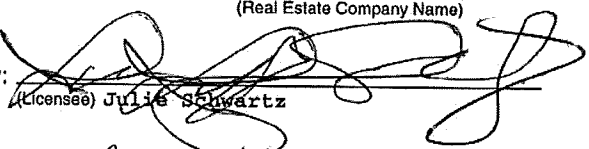
221. _____

222. **BROKER**

SELLER

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

ACCEPTED BY: Joseph Kuhlman
(Seller) City of Saint Francis

224. By: 
(Licensee) Julie Schwartz

9/21/16
(Date) 23340 Cree St. NW

225. 9.21.16
(Date)

Sf. Francis, MN 55070
(Address)

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

(763) 235-2301
(Phone)

227. 651-659-0920
(Phone)

jkuhlman@stfrancisn.org
(E-Mail Address)

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

SELLER

229.

ACCEPTED BY: _____
(Seller)

230.

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.
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1. Date August 30th, 2016 9/23/16
2. Page 1 of 6 pages JK

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 September 23, 20 16, and ends at 11:59 p.m. on April 23,
9. 20 16.

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 \$ 70,000, upon the following
12. terms: Cash, Conv.

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
88. person to enter the Property, with or without a licensed salesperson present, disclosing to the other person any security
89. codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through
90. 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
93. professionals to access the Property at reasonable times and upon reasonable notice; and
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100. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
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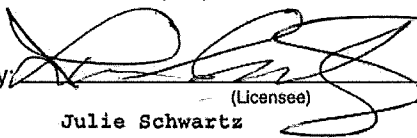
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192. agency relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker, or licensee
193. representing or assisting Seller, is legally required to keep information regarding the ultimate price and terms the buyer
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. _____

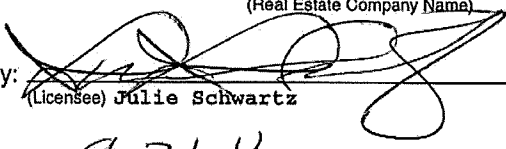
219. _____

220. _____

221. _____

222. **BROKER**

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

224. By: 
(Licensee) Julie Schwartz

225. 9.21.16
(Date)

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

227. 651-659-0920
(Phone)

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

229.

230.

231.

232.

233.

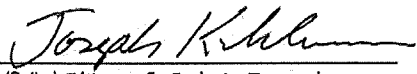
234.

235.

236.

MN:LC:ERS-6 (8/16)

SELLER

ACCEPTED BY: 
(Seller) City of Saint Francis

9/21/16
(Date) 23340 Cree St. NW

Sf. Francis, MN 55070
(Address)

(763) 235-2301
(Phone)

jkohlmann@stfrancismn.org
(E-Mail Address)

SELLER

ACCEPTED BY: _____
(Seller)

(Date)

(Address)

(Phone)

(E-Mail Address)

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.
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.
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1. Date August 30th, 2016 9/23/16
2. Page 1 of 6 pages JK

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 September 23, 20 16, and ends at 11:59 p.m. on April 23,
9. 20 16.

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 \$ 30,000, upon the following
12. terms: Cash, Conventional

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
88. person to enter the Property, with or without a licensed salesperson present, disclosing to the other person any security
89. codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through
90. 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
93. 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
96. someone other than Seller, Seller shall comply with Minnesota law and any applicable lease provisions of an existing
97. 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
99. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable,
100. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
101. derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content
102. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights
103. 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**
105. **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
108. fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward satisfaction of
109. 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
112. 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
115. price and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation.
116. Seller agrees to pay Broker's compensation whether Broker, Seller, or anyone sells the Property. Seller hereby permits
117. Broker to share part of Broker's compensation with other real estate brokers, including brokers representing only the
118. buyer. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:

119. 1. the closing of the sale;
120. 2. Seller's refusal to close the sale; or
121. 3. Seller's refusal to sell at the price and terms specified above.

122. If, within 180 days (not to exceed six (6) months) after the expiration of this Contract, Seller sells or agrees to sell
123. the Property to anyone who:

124. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry;
125. or
126. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,
127. or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose
128. name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract;
129. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's
130. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid
131. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract,
132. under which Seller is obligated to compensate another licensed real estate broker.

133. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale
134. 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 4201 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. JK JK
(Seller) (Seller) Seller wishes to have Broker arrange for the closing.

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

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.

**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: Joseph Kuhlman

City of Saint Francis

186. By: Julie Schwartz (Licensee)

Seller: _____

187.

Julie Schwartz

Date: 9/21/16

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.

MN:LC:ERS-5 (8/16)

**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. _____

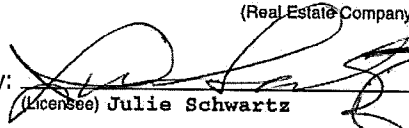
219. _____

220. _____

221. _____

222. **BROKER**

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

224. By: 
(licensee) Julie Schwartz

225. 9.21.16
(Date)

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

227. 651-659-0920
(Phone)

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

229. _____

230. _____

231. _____

232. _____

233. _____

234. _____

SELLER

ACCEPTED BY: 
(Seller) City of Saint Francis

9/21/16
(Date) 23340 Cree St NW
St. Francis, MN 55070
(Address)

(763) 235-2301
(Phone)

j.kohlmann@stfrancis.mn.org
(E-Mail Address)

SELLER

ACCEPTED BY: _____
(Seller)

(Date)

(Address)

(Phone)

(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.**

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 F

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: URRWMO 2016 Annual Report
DATE: May 1, 2017

OVERVIEW:

This past year the Upper Rum River Watershed Management Organization has been working on preparing the annual watershed management organization reporting requirements of Minnesota Rules 8410.0150. Attached is the 2016 Annual Report which has been submitted to the Minnesota Board of Water and Soil Resources to fulfill annual reporting requirements and a financial report that has been submitted to the Office of the State Auditor. The City of St. Francis has two representatives on this board; Councilmember Jerry Tveit and resident Lan Tornes. In January 2017, Lan gave a presentation to the City Council on the URRWMO.

ACTION TO BE CONSIDERED:

No action is required just an acknowledgement of the report being submitted to the various State agencies.

BUDGET IMPLICATION:

None

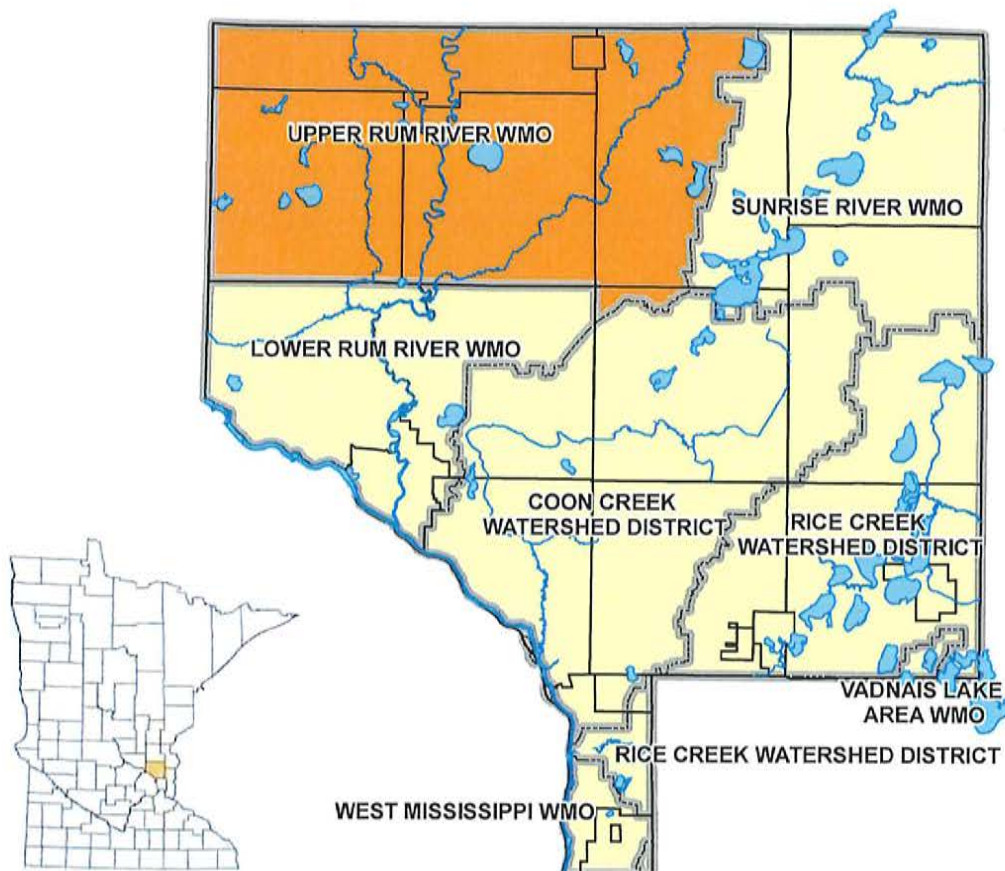
Attachments: 2016 Annual Report

2016 Annual Report

Upper Rum River

Watershed Management Organization

Bethel - East Bethel – Ham Lake
Nowthen - Oak Grove – St. Francis



April 26, 2017

Table of Contents

I. Introduction	3
II. Activity Report	
a. Current Board Members	4
b. Day to Day Contact	5
c. Employees and Consultants	5
d. Solicitations for Services	5
e. Water Quality Trends	6
f. Evaluation of Watershed Management Plan Implementation	7
g. Status of Local Ordinances Plan Adoption and Implementation	9
h. Public Outreach	11
i. Permits, Variances, and Enforcement Actions	13
j. 2017 Work Plan	13
III. Financial and Audit Report	
a. 2016 Financial Summary	14
b. Financial Audit	14
c. 2017 Budget	15

Appendix A – 2016 Financial Report

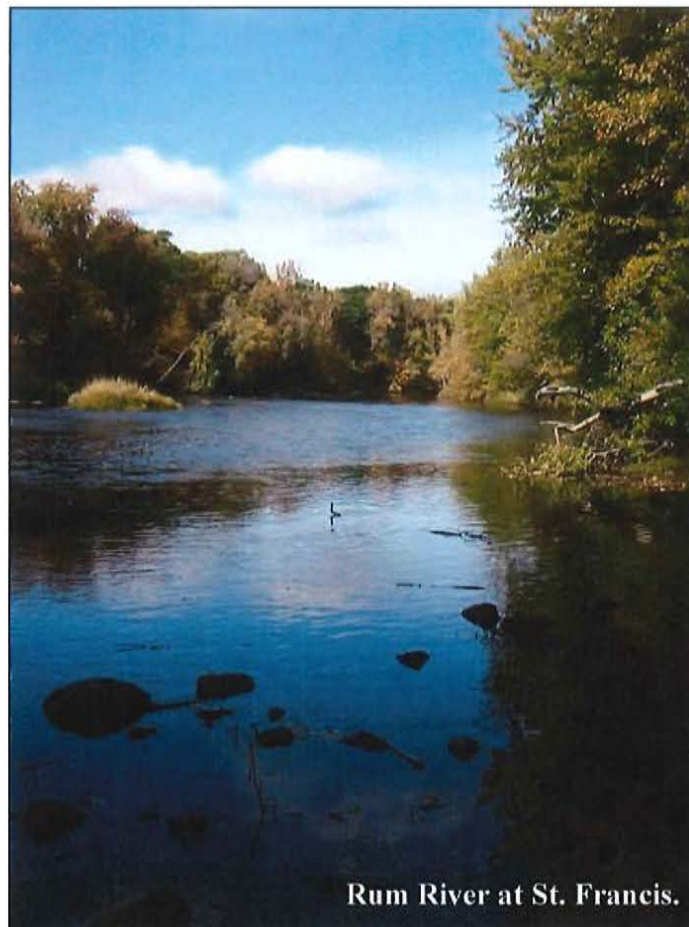
Appendix B – 2016 Water Monitoring and Management Work Results

Upper Rum River Watershed Management Organization
9900 Nightingale Street NW
Oak Grove, MN 55011-9204

I. Introduction

This report has been prepared to meet the annual watershed management organization reporting requirements of Minnesota Rules 8410.0150. The report is intended to fulfill 2016 reporting requirements.

The Upper Rum River Watershed Management Organization (URRWMO) is a joint powers organization under Minnesota Statutes, Section 471.59. It is comprised of the cities of Bethel, Oak Grove, Nowthen, and St. Francis, and portions of the cities of East Bethel and Ham Lake. Board members are appointed by the member cities. The organization's direction is laid out in its watershed management plan and the member municipalities' local water plans. The URRWMO meets every other month on the first Tuesday at 7pm at Oak Grove City Hall, Minnesota. In 2016-17 the URRWMO is undertaking an update of its 10-year Watershed Management Plan.



Rum River at St. Francis.

III. Activity Report

a. Current Board Members

CITY OF BETHEL

Todd Miller
PO Box 15
Bethel, MN 55005
763.434.8331
mayordude@outlook.com

Ann Arcand
230 237th Ave NE
Bethel, MN 55005

anabelle1027@hotmail.com

CITY OF EAST BETHEL

Tom Ronning
2241 221st Ave NE
East Bethel, MN 55011
763.772.4042
tom.ronning@ci.east-bethel.mn.us

Vacant

CITY OF HAM LAKE

Kevin Armstrong
14333 Bataan ST NE
Ham Lake, MN 55304
763.757.5121
kma.ok@me.com

Scott Heaton
2247 147th Lane NE
Ham Lake, MN 55304
763.434.5440
scottmatthewheaton@gmail.com

CITY OF NOWTHEN

Malcolm Vinger II
21070 Cleary Rd NW
Nowthen, MN 55303
763.213.8031
Malcolm.vinger@outlook.com

Randy Bettinger
5550 210th Ave NW
Nowthen, MN 55303
763.753.4962
no email address available

CITY OF OAK GROVE

Dan Denno (Chair)
20530 Sleepy Hollow Dr NW
Cedar, MN 55011
763.434.4729
Dandenno1@gmail.com

John West

612.414.3513
john@ipssec.com

CITY OF ST. FRANCIS

Lan Tornes
24244 Hummingbird St NW
St. Francis, MN 55070
763.213.0621
lantornes@gmail.com

Jerry Tveit
23340 Cree St NW
St. Francis, MN 55070
763.235.2313
jtveit@stfrancismn.org

b. Day to Day Contact

The day to day contact persons for the URRWMO who can answer questions about the organization are:

Dan Denno, Chair
20530 Sleepy Hollow Dr NW
Cedar, MN 55011
763.434.4729
Dandenno1@gmail.com

Lan Tornes, Vice Chair
24244 Hummingbird Street NW
St. Francis, MN 55070
763-213-0621
lantornes@gmail.com

c. Employees and Consultants

The URRWMO does not employ staff, but does utilize consulting services and enters into cooperative agreements with other government agencies. A description of contracted services is listed below:

Consultant/Partner	Contact	Work Description
Anoka Conservation District	Jamie Schurbon Water Resource Specialist 1318 McKay Drive NW, #300 Ham Lake, MN 55304 763-434-2030 ext. 12 jamie.schurbon@anokaswcd.org	• Water quality and hydrological monitoring, and special studies. • Website maintenance. • Assistance preparing annual newsletter article. • Assistance preparing annual reports to BWSR. • Assistance reviewing local water plans.
Gail Gessner	Gail Gessner 4621 203rd Lane NW Oak Grove, MN 55303 763-753-2368 recordwmo@gmail.com	• Recording secretary for meetings. • Miscellaneous administrative assistance.
MSA Professional Services	Chuck Schwartz, PE Project Manager 612-548-3141 cschwartz@msa-ps.com	• Watershed plan update.

d. Solicitations for Services

Minnesota Statutes 103B.227 require watershed management organizations to solicit bids for professional services at least once every two years. No solicitation for professional services occurred in 2016. In 2015 the URRWMO solicited proposals for professional services to update the URRWMO Watershed Management Plan. Proposals were requested from each of the six member community's consulting engineer, plus the Anoka Conservation District (ACD). Proposals were received

from WSB and Associates, MSA Professional Services and ACD. Each firm was interviewed. MSA was selected.

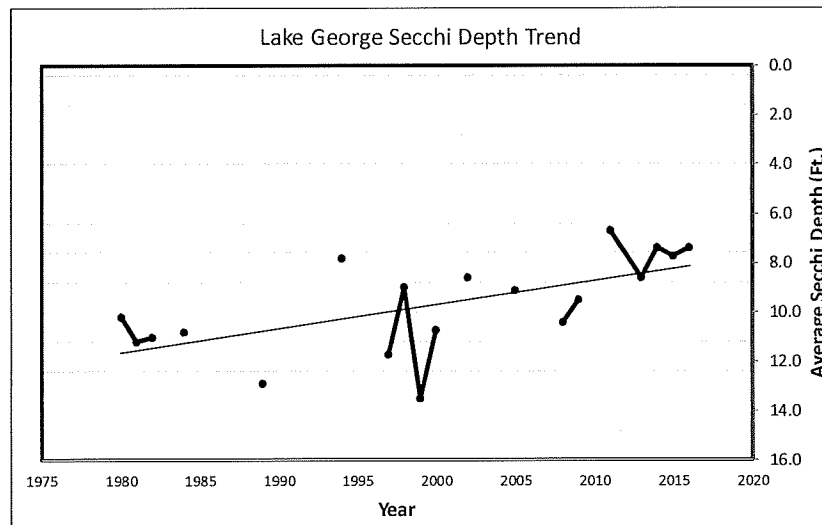
Quotes for financial audit services were also sought in 2015. Michael Pofahl was awarded a contract for performing an audit of 2014 finances.

e. Water Quality Trends

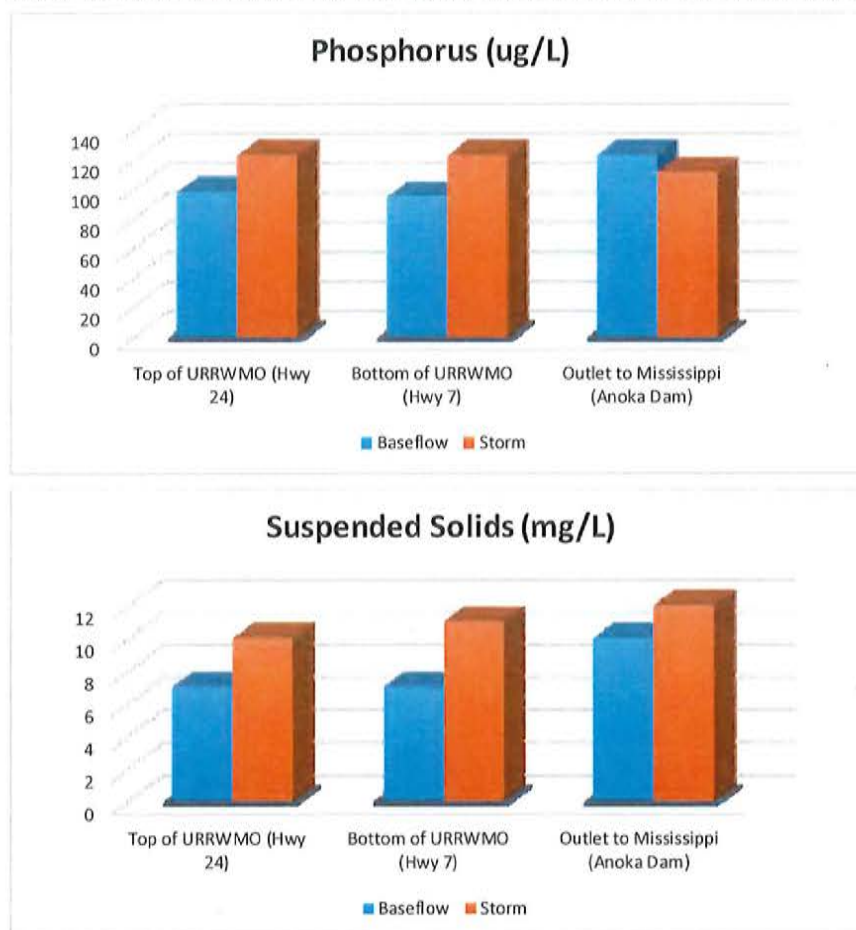
The URRWMO has a long term water quality monitoring program that includes most larger stream and recreational lakes in the watershed. Many waterbodies are monitored every 2-3 years. An important part of evaluating implementation of the watershed management plan is looking at water quality trends. Data for each waterbody monitored, and numerous parameters at each waterbody are provided in **Appendix B**.

The only waterbody with a statistically significant water quality trend in the watershed is Lake George, which is experiencing a trend of reduced transparency. Detail of this trend analysis is contained in **Appendix B** and the Rum River Watershed Restoration and Protection Strategies Report (see MPCA website). While transparency is declining, trends are not apparent for phosphorus or chlorophyll-a.

Lake George Secchi Transparency 1980-2016.



The URRWMO also is interested in how the River's water quality changes longitudinally, particularly within its jurisdictional boundary. The Rum River is monitored most years where it enters and exits the URRWMO. The figures below summarizes annual average phosphorus and suspended solids, and Appendix B provides additional detail and data for more parameters. Overall, water quality of the river changes little in the URRWMO.

Average total phosphorus and suspended solids for the Rum River 2004-2016.

Additional water quality data is available online. Annual watershed monitoring reports are available on the URRWMO website (www.URRWMO.org). All water quality data collected by the URRWMO is on the MN Pollution Control Agency's EQUIS database, which is accessible through their website.

f. Evaluation of Watershed Management Plan Implementation

The current URRWMO Watershed Management Plan was approved by the Minnesota Board of Water and Soil Resources (BWSR) in 2007 and expires in spring 2017. The plan contains goals, policies and a detailed water monitoring schedule. The table on the following page compares planned work to accomplished work. The table shows the most recent 3 years. For earlier years, please see previous annual reports, which are posted on www.URRWMO.org.

Upper Rum River WMO Annual Report 2016

Comparison of work planned in the URRWMO Watershed Management Plan (including amendments) and work accomplished for the last 3 years. The work plan for 2017 is also shown.

Task	2014		2015		2016		2017	
	Planned	Accomplished	Planned	Accomplished	Planned	Accomplished	In Watershed Plan	Plan to Do
Monitoring								
Lake Levels	George, East Twin, Minard, and Cooper Lakes	George, East Twin, Minard, and Cooper Lakes	George, East Twin, Minard, and Cooper Lakes	George, East Twin, Minard, and Cooper Lakes	George, East Twin, Minard, and Cooper Lakes	George, East Twin, Minard, and Cooper Lakes	George, East Twin, Minard, and Cooper Lakes	George, East Twin, Minard, and Cooper Lakes
Lake Water Quality	Monitor Lake George because it exceeded URRWMO water quality standards.	Pickrel Lake monitored by MPCA WRAP. Lake George monitored by LID.	George, East Twin Lakes		Monitor Lake George because it exceeded URRWMO water quality standards.	Monitored by ACD and lake association	George, East Twin Lakes	George, East Twin Lakes
Stream Water Quality	Seelye, Ford, Cedar, and 2 Rum R sites monitored by WMO	WMO planned monitoring being done plus Seelye Br, Cedar Cr and Rum R monitored by MPCA WRAP.	Rum R at CR24, Rum R at CR7, Seelye Br at CR7, Cedar Cr at CR9, Ford Br at CR63	Rum R at CR24, Rum R at CR7, Seelye Br at CR7, Cedar Cr at CR9, Ford Br at CR63	Rum R at CR24, Rum R at CR7, Seelye Br at CR7, Cedar Cr at CR9, Ford Br at CR63	Rum R at CR24, Rum R at CR7, Seelye Br at CR7, Cedar Cr at CR9, Ford Br at CR63	Rum R at CR24, Rum R at CR7, Seelye Br at CR7, Cedar Cr at CR9, Ford Br at CR63	Rum R at CR24, Rum R at CR7, Seelye Br at CR7, Cedar Cr at CR9, Ford Br at CR63
River Biomonitoring with St Francis High School classes	Rum River biomonitoring with St. Francis High School classes	Rum River biomonitoring with St. Francis High School classes	Rum River biomonitoring with St. Francis High School classes	Rum River biomonitoring with 4H	Biomonitoring with St. Francis High School classes	Biomonitoring with 4H club	Biomonitoring with St. Francis High School classes	Discontinued. Student groups not available.
Reference Wetland Hydrology	Lake George, E Twin, and Cedar reference wetlands	Lake George, E Twin, and Cedar reference wetlands	Lake George, E Twin, and Cedar reference wetlands	Lake George, E Twin, and Cedar reference wetlands	Lake George, E Twin, and Cedar reference wetlands	Lake George, E Twin, and Cedar reference wetlands	Lake George, E Twin, and Cedar reference wetlands	Lake George, E Twin, and Cedar reference wetlands
Other								
Water Quality Improvement								
Water Quality Improvement Cost Share Fund	\$1,000	\$0 (discontinued in 2013)	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0
Public Education								
Website or Newsletter	Annual newsletter, Maintain and update website	Annual newsletter, Maintain and update website	Annual newsletter, Maintain and update website	Annual newsletter, Maintain and update website	Annual newsletter, Maintain and update website	Annual newsletter, Maintain and update website	Annual newsletter, Maintain and update website	Annual newsletter, Maintain and update website
Inventories and Studies								
Study groundwater levels, trends, water quality and capacity.						County geologic atlas phase II anticipated complete.		
Other								
Planning and Reporting								
Annual Report to BWSR	Write and submit	Write and submit	Write and submit	Write and submit	Write and submit	Write and submit	Write and submit	Write and submit
Annual Report to State Auditor		Write and submit		Write and submit		Write and submit		Write and submit
Review member cities' annual reports to the URRWMO	Review cities' reports	URRWMO Bd will do.	Review cities' reports	URRWMO Bd will do.	Review cities' reports	URRWMO Bd will do.	Review cities' reports	URRWMO Bd will do.
Review WMO Plan, including past work and upcoming budget	Review WMO Plan, work and budget	Will be done by WMO Board during annual reporting and annual mtg	Review WMO Plan, work and budget	Done by WMO Board during annual reporting and annual mtg	Review WMO Plan, work and budget as part of creating a new 10-year plan.	Done by WMO Board during preparation of the new watershed plan.	Review WMO Plan, work and budget as part of creating a new 10-year plan.	To be done by WMO Board during preparation of the new watershed plan.
Update Joint Powers Agreement								
Set aside matching funds for future grants	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0
Rum River WRAP Planning						WMO consultant attended WRAP meetings		
WMO Watershed Plan Update					WMO Plan Update	Plan update ongoing	WMO Plan Update	WMO Plan Update

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g. Status of Local Ordinances, Plan Adoption and Implementation

All URRWMO member cities have local water plans which are consistent with the URRWMO Watershed Management Plan and have been approved by the URRWMO. All were updated in 2008 or 2009 for consistency with the URRWMO Plan, which was approved in 2007. These plans are now being implemented.

To track member cities' progress on local plan implementation, the URRWMO requires a brief annual report from each city and provides a template for this report. In addition to serving as a reporting tool, the template serves as a "to do" list for our cities. These reports are available upon request, and are summarized in the table below.

Status of city local water plans and some recent accomplishments toward plan implementation.

City of Bethel	
Submitted 2016 annual report to URRWMO?	No
Local Water Plan Status	Bethel's local water plan has been approved by the URRWMO and favorably reviewed by Metropolitan Council. The URRWMO approved the plan in February 2009.
Ordinances Status	The City lacks several ordinances or control measures required by the URRWMO including: an erosion and sediment control ordinance, stormwater ordinance, flood ordinance, a permit program for wetland excavations and guidelines for developers. The URRWMO has considered revisiting whether some of these requirements are not applicable to the City of Bethel because it is small and completely built out.
Some Recent Implementation Accomplishments	• In 2015 four storm drains were inspected. • 2015 educational efforts that reached 176 households on the topics of hazardous waste disposal, yard waste management and the activities of the URRWMO.
City of East Bethel	
Submitted 2016 annual report to URRWMO?	Yes
Local Water Plan Status	East Bethel's local water plan was approved by the URRWMO in 2010.
Ordinances Status	The city has all ordinances required by the URRWMO.
Some Recent Implementation Accomplishments	• Mapped all pipes 12" or bigger, outfalls and pollution control devices. • Educational efforts reaching 11,000 residents about water quality monitoring, groundwater protection, controlling invasive species, hazardous waste disposal, yard waste management, pet waste disposal and the URRWMO. • Street sweeping of all curb and gutter streets in spring, and then all neighborhoods adjacent to Coon Lake again in fall. • Ongoing work to complete BMP's in the City's Storm Water Pollution Prevention Plan. • Inventoried and classified 7 wetlands in 2016 as part of the development process, and applied appropriate wetland protection standards.

City of Ham Lake	
Submitted 2016 annual report to URRWMO?	Yes
Local Water Plan Status	Ham Lake's local water plan was approved by the URRWMO in December 2009.
Ordinances Status	The city has all ordinances required by the URRWMO.
Some Recent Implementation Accomplishments	• Routine inspection of land disturbance activities. • Street sweeping. • Ongoing work to complete BMP's in the City's Storm Water Pollution Prevention Plan. • Inspection of 20% of MS4 outfalls, sedimentation basins, and ponds each year on a rotating basis. Any cleaning or maintenance is based on the inspection reports. • Educational efforts through the City's newsletter, which reaches the entire population of 6,700 households and businesses. Educational article topics in 2016 included groundwater protection, water conservation, hazardous waste disposal, yard waste management, ag BMPs, pet waste disposal, and activities of the URRWMO.

City of St. Francis	
Submitted 2016 annual report to URRWMO?	Yes
Local Water Plan Status	The URRWMO approved the St. Francis local water plan on September 1, 2009.
Ordinances Status	The city has all ordinances required by the URRWMO except a shoreland ordinance. However it does have a special Rum River district with scenic river rules. As determined by the DNR, because the city has no lakes, a shoreland ordinance is not applicable.
Some Recent Implementation Accomplishments	• The City recently became subject to MS4 stormwater regulations, and in 2016 submitted part II of their MS4 permit to MPCA and is completing requirements associated with the permit schedule. • Inspecting construction projects weekly or after rain events >0.5 inches. • Swept all streets with improved surfaces (urban and rural) in spring and fall. • Educational efforts that reached 7,500 residents on the topics of groundwater protection, water conservation, yard waste management, pet waste disposal and hazardous waste disposal. • Routine removal of sediment from a Stormceptor treatment device on Rum River Blvd.

City of Nowthen	
Submitted 2016 annual report to URRWMO?	Yes
Local Water Plan Status	The URRWMO approved Nowthen's local water plan in May 2009.
Ordinances Status	The city has all ordinances required by the URRWMO.

Some Recent Implementation Accomplishments	- Swept streets in areas with curb and gutter and other priority areas, including Rogers Lake area, Quiet Meadows, Autumn Acres, East Twin Lakes Parking Lots, and Garnet Street. - Educational efforts to approximately 1,500 residents on topics of groundwater protection.
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City of Oak Grove

Submitted 2016 annual report to URRWMO?	Yes
Local Water Plan Status	Oak Grove's local water plan has been approved by the URRWMO. The City first submitted its local water plan to the URRWMO in early 2009. The URRWMO noted several deficiencies in a comment letter dated February 3, 2009. Revisions were made and the URRWMO approved the plan in May 2009. The Metropolitan Council favorably reviewed the plan (letter dated Sept. 9, 2009). The City has all of the ordinances required by the URRWMO Plan.
Ordinances Status	The city has all ordinances required by the URRWMO.
Some Recent Implementation Accomplishments	- Host two annual recycling events to promote recycling and prevent illegal dumping. - In 2016 inspected 26 outfalls and 16 stormwater ponds. - Educational efforts that reached 4,000 residents on the topics of septic system maintenance, groundwater protection, controlling invasive species, hazardous waste disposal, yard waste management and pest waste disposal.

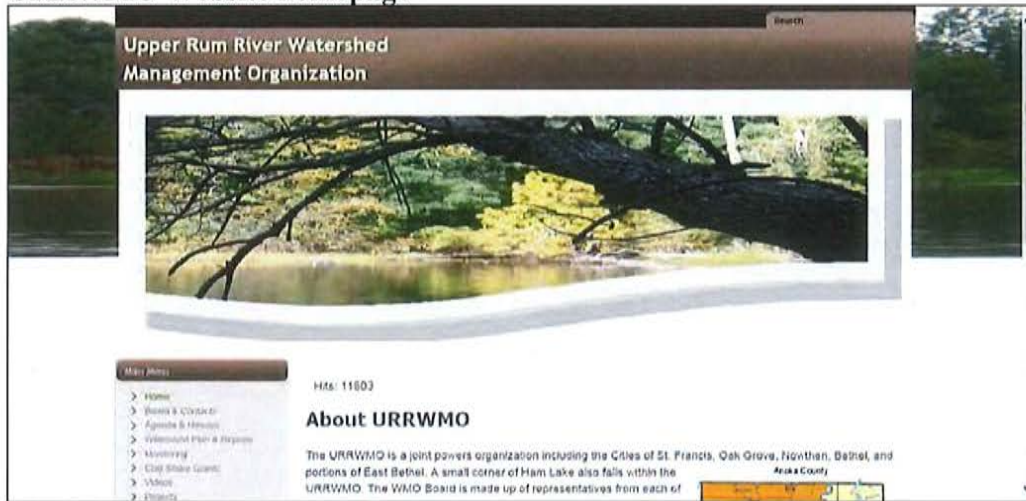
h. Public Outreach

The URRWMO and its member cities do occasional public outreach and education projects, but the URRWMO's website serves as the primary, continuous public outreach tool. Website contents include general information about the organization, the watershed management plan, meeting agendas and minutes, water monitoring results, profiles of WMO projects, access to mapping and data access tools, and others.

The URRWMO ensures visibility of its website by asking member cities and townships to post the URRWMO website address in their newsletters. Links to the URRWMO website are also provided through other websites including the Anoka Conservation District and member municipality websites.

The website address is <http://www.urrwmo.org>

URRWMO Website homepage



Additional public outreach is accomplished through annual newsletter articles. The articles are distributed to member communities for distribution in their newsletters. In 2016 the URRWMO's newsletter article highlighted the URRWMO's watershed plan update and Rum River WRAP project. It was printed in city newsletters. The text from that article is below.

2016 Newsletter Article

Rum River, Lakes Management Planning Underway

The Rum River, Lake George and Seelye Brook are a few of the waterbodies receiving new management plans in the coming months. Residents interested water quality, aquatic invasive species, flooding and environmental health are invited to contribute to the process. Both local and regional plans are taking shape.

At the local level, the Upper Rum River Watershed Management Organization (URRWMO) is updating its 10-year management plan. The URRWMO was jointly formed by the cities of Bethel, East Bethel, Nowthen, St. Francis, Oak Grove and Ham Lake to manage water issues, including those that tend to flow across city boundaries. It sets consistent minimum regulatory standards across the cities, monitors water quality and may coordinate projects to address problems. The URRWMO will be considering its role relative to cities, as well as its participation in regional management.

At the regional level, the State is funding a Rum River Watershed Restoration and Protection Plan (WRAPP), which encompasses the watershed from Lake Mille Lacs to Anoka. Lakes and streams draining to the river are included. Each county's soil and water conservation district is serving as a key point of contact in this planning effort. The plan will include how to keep good water quality and address problems.

Lake George and the Rum River are likely to get substantial attention locally. Lake George is a regional attraction with good, but declining water quality. Addressing that decline is likely to be a priority. The Rum River has good water quality and is a state scenic and recreational river which many want to protect.

The URRWMO is planning an open house June 29 at 7pm at Oak Grove City Hall. Residents are invited to share their input on priorities for the next ten years. More information is at www.URRWMO.org.

The regional Rum River WRAPP will be holding several opportunities for input between now and the end of the year. Notices of these meetings and draft documents for public review will be posted www.AnokaSWCD.org under the "projects" tab, or contact Jamie Schurbon at 763-434-2030 ext. 12 or jamie.schurbon@anokaswcd.org.



i. Permits, Variances, and Enforcement Actions

The URRWMO does not issue permits, variances, or take enforcement actions. These responsibilities are held by the member municipalities.

j. 2017 Work Plan

Task	Purpose	Description	Locations or Action	Cost
Lake Level Monitoring	To understand lake hydrology, including the impact of climate or other water budget changes. These data are useful for regulatory, building/development, and lake management decisions.	Weekly water level monitoring in lakes by volunteers. All are available on the Minnesota DNR website using the "LakeFinder" feature (www.dnr.mn.us.state/lakefind/index.html).	East Twin Lake Lake George Cooper Lake Minard Lake	\$1,200
Lake Water Quality Monitoring	To detect water quality trends and diagnose the cause of changes.	Monitoring occurs during the open water season and includes: total phosphorus, chlorophyll-a, secchi transparency, dissolved oxygen, turbidity, temperature, conductivity, and pH. 10 samples will be taken per lake at two week intervals.	East Twin Lake, Lake George	\$3,500
Stream Water Quality Monitoring	To detect water quality trends and diagnose the cause of changes.	Monitoring occurs during the open water season and includes: total phosphorus, total suspended solids, transparency tube, dissolved oxygen, turbidity, temperature, conductivity, pH and stage. Four samples will be taken.	Rum R at CR 24 Rum R at CR7 Seelye Br at CR7 Cedar Cr at CR9 Ford Br at CR63	\$4,200
Reference Wetland Hydrology Monitoring	The ACD maintains a network of 18 reference wetlands throughout the county. These data aid in understanding of water conditions in wetlands, surficial water table changes, and trends. It is useful for regulatory determinations (for example, is a dry area actually a wetland, or are all wetlands dry right now?) and resolving water level disputes. Each reference wetland has been monitored for more than 10 years, providing a long term record.	Install and maintain an electronic water level monitoring device at the edge of reference wetlands. These devices measure water levels every four hours. Data are made available at any time through the ACD website.	East Twin, Lake George, and Cedar Reference Wetlands	\$1,950
URRWMO Website	To increase awareness of the URRWMO and its programs. The website also provides tools and information that helps users better understand water resources issues in the area. The website serves as the URRWMO's alternative to a state-mandated newsletter.	Maintain and update the URRWMO website with current information about the organization, and meeting minutes and agendas. Web videos developed by the URRWMO are also featured on the website.	http://www.urrwmo.org	\$505
URRWMO Annual Newsletter	To increase awareness of the URRWMO and its programs, as well as educate the public on water quality issues.	In order to achieve the greatest distribution at the lowest cost the URRWMO will draft a newsletter article and ask that member cities include it in their newsletters. It is also printed in the school district newspaper, "The Courier."	Watershed-wide	\$500

Task	Purpose	Description	Locations or Action	Cost
Prepare Annual Report to State Auditor	To provide transparency and accountability of organization operations.	Online reporting of WMO finances through the State Auditor's SAFES website.	Watershed-wide	\$300
Prepare Annual Report to BWSR	To provide transparency and accountability of organization operations.	Produce an annual report of URRWMO activities and finances that satisfies Minnesota Rules 8410.0150.	Watershed-wide	\$700
Watershed Plan Update	To update the URRWMO's required 10-year Watershed Management Plan, which expires in spring 2017.	The Watershed Management Plan is the URRWMO's guiding document. It includes goals, policies and actions the organization will take over a 10-year period.	Watershed-wide	\$6,500

III. Financial and Audit Report

a. 2016 Financial Summary

See Appendix A – 2016 Financial Report.

b. Financial Audit

The URRWMO completed an audit of 2014 finances in 2015. No audit of 2016 is required per MN Statutes, section 6.756.

c. 2017 Budget

At its May 3, 2016 meeting the URRWMO Board approved a 2017 budget of \$23,300. Details of that budget are below

		Bethel	East Bethel	Ham Lake	Nowthen	Oak Grove	St. Francis
WORK PLAN	Cost	1.08%	24.21%	0.99%	23.66%	29.69%	20.37%
Lake Level Monitoring - Lake George, East Twin Lake, Cooper Lake, Minard Lake	\$1,000.00	\$10.80	\$242.10	\$9.90	\$236.60	\$296.90	\$203.70
Lake Water Quality Monitoring – Lake George, East Twin Lake	\$3,500.00	\$37.80	\$847.35	\$34.65	\$828.10	\$1,039.15	\$712.95
Stream Water Quality Monitoring basic sites - Rum at CR24, Rum at CR7, Seelye Br at CR7, Cedar Cr at CR9, Ford Br at CR63	\$4,200.00	\$45.36	\$1,016.82	\$41.58	\$993.72	\$1,246.98	\$855.54
St. Francis High School Rum River Biomonitoring	\$825.00	\$8.91	\$199.73	\$8.17	\$195.20	\$244.94	\$168.05
Reference Wetland Hydrology Monitoring - East Twin reference wetland, Lake George reference wetland, Cedar reference wetland	\$1,725.00	\$18.63	\$417.62	\$17.08	\$408.14	\$512.15	\$351.38
Website - Annual Operations (hosting \$110, domain name \$10, maintenance \$250, post minutes x 6 \$60, post agendas x 6 \$60)	\$508.00	\$5.49	\$122.99	\$5.03	\$120.19	\$150.83	\$103.48
URRWMO Annual Education Publication/Newsletter Article	\$500.00	\$5.40	\$121.05	\$4.95	\$118.30	\$148.45	\$101.85
Matching Fund for Future Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water Quality Cost Share Grant Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Financial Report to State Auditor prepared by ACD	\$300.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Annual Report to BWSR prepared by ACD	\$700.00	\$116.67	\$116.67	\$116.67	\$116.67	\$116.67	\$116.67
10-year Watershed Management Plan	\$6,500	\$70.20	\$1,573.65	\$64.35	\$1,537.90	\$1,929.85	\$1,324.05
	\$19,758.00	\$369.25	\$4,707.98	\$352.37	\$4,604.81	\$5,735.92	\$3,987.67

ADMINISTRATIVE EXPENSES (Split equally six ways)

<u>ADMINISTRATIVE EXPENSES</u> (Split equally six ways)		<u>Bethel</u>	<u>East Bethel</u>	<u>Ham Lake</u>	<u>Nowthen</u>	<u>Oak Grove</u>	<u>St. Francis</u>
Copies & Postage	\$25.00	\$4.17	\$4.17	\$4.17	\$4.17	\$4.17	\$4.17
Recording secretary	\$1,217.00	\$202.83	\$202.83	\$202.83	\$202.83	\$202.83	\$202.83
Insurance-League of MN Cities insurance trust	<u>\$2,300.00</u>	<u>\$383.33</u>	<u>\$383.33</u>	<u>\$383.33</u>	<u>\$383.33</u>	<u>\$383.33</u>	<u>\$383.33</u>
	\$3,542.00	\$590.33	\$590.33	\$590.33	\$590.33	\$590.33	\$590.33
Budgeted Amount	\$23,300.00	\$959.59	\$5,298.31	\$942.70	\$5,195.14	\$6,326.25	\$4,578.00

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Appendix A:

2016 Financial Report

UPPER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION

FINANCIAL REPORT FOR YEAR ENDED DECEMBER 31, 2016

**To the Chairperson, Dan Denno, of Upper Rum River Water Management
Organization**

The enclosed statement has been prepared after review of the organization's financial records for 2016. I have not audited the organization's records and do not express an opinion. The enclosed information fairly reflects the Upper Rum River WMO's financial position for the stated year.

March 30, 2017

Prepared by:
Jamie Schurbon, Anoka Conservation District
1318 McKay Drive NE, suite 300
Ham Lake, MN 55304
763-434-2030

UPPER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION
9900 Nightingale Street NW
Oak Grove, MN 55011-9204

STATEMENT OF REVENUES AND EXPENSES

For: year beginning January 1, 2016 and Ending December 31, 2016

Expenditures	Amount
Administrative	
Insurance – League of MN Cities Insurance Trust	\$ 2,275.00
Secretarial services - Gail Gessner	\$ 1,600.00
Peoples Bank checking account service fee	\$ 16.00
Auditor - Michael Pofahl	\$ 600.00
Other	
SUBTOTAL	\$ 4,491.00
Non-Administrative	
Water Monitoring - Anoka Conservation District (ACD)	\$7,750.00
Website – ACD	\$508.00
Annual report to BWSR – ACD	\$700.00
Annual financial report to State Auditor - ACD	\$300.00
URRWMO annual newsletter article – ACD	\$500.00
MSA - WMO plan update	\$22,530.91
ACD - WMO plan update	\$798.00
Other	
SUBTOTAL	\$33,086.91
GRAND TOTAL	\$ 37,577.91
Revenues	Amount
City of Bethel	518.87
City of Nowthen	6,966.81
City of East Bethel	4,962.98
City of Ham Lake	1,014.12
City of Oak Grove	4,275.08
City of St. Francis	6,102.92
Other	\$962.00
GRAND TOTAL	24,802.78
Retained Cash Reserves	(\$12,775.13)
Total Cash Reserves	\$818.56

UPPER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION

BALANCE SHEET

For the year beginning January 1, 2016 and ending December 31, 2016

Assets	
Cash	\$818.56
Accounts Receivable	\$0.00
Water quality project grant fund held at the Anoka Conservation District	\$0.00
Other	\$0.00
Total Assets	\$818.56
Liabilities	
Accounts Payable	\$0.00
Other	\$0.00
Other	\$0.00
Other	\$0.00
Total Liabilities	\$0.00

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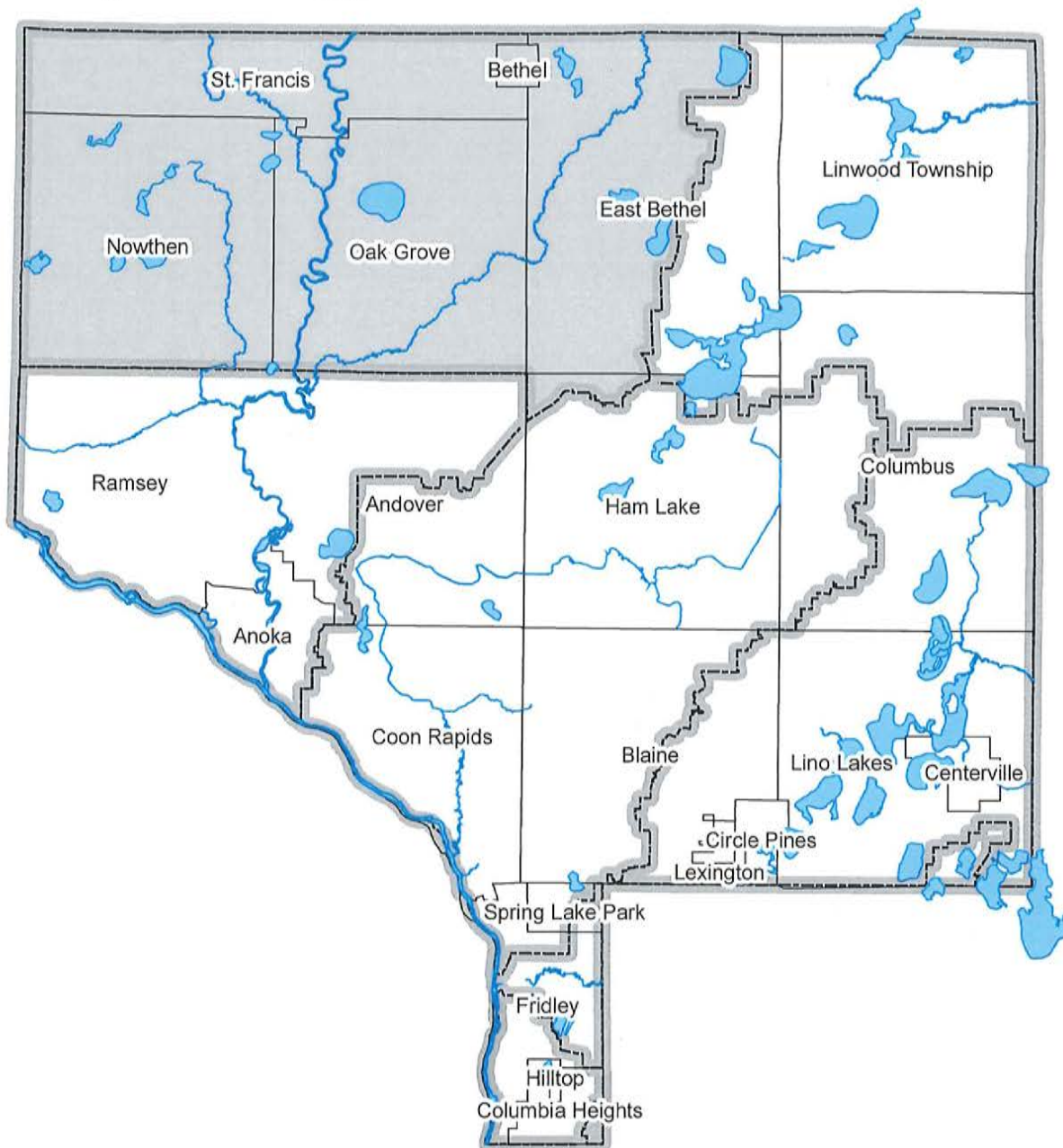
Appendix B:

2016 Water Monitoring and Management Work Results

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Excerpt from the 2016 Anoka Water Almanac

Chapter 3: Upper Rum River Watershed

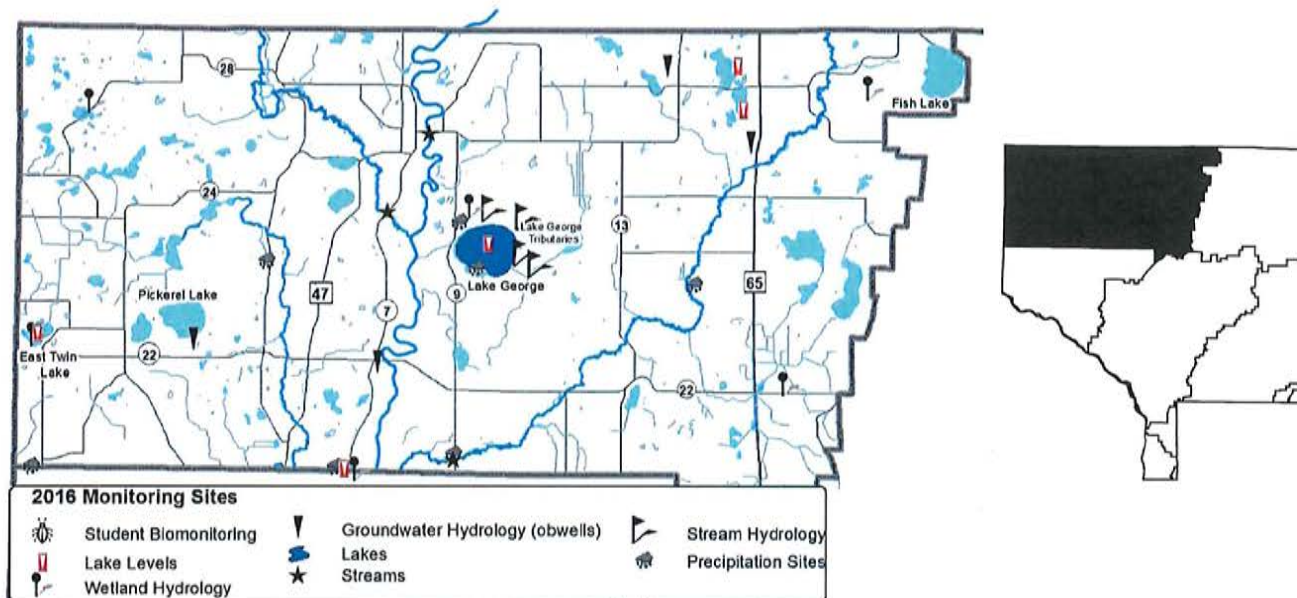


Prepared by the Anoka Conservation District

CHAPTER 3: UPPER RUM RIVER WATERSHED

Task	Partners	Page
Lake Level Monitoring	URRWMO, ACD, MN DNR, volunteers	3-70
Lake Water Quality Monitoring	ACD, Lake George LID	3-72
Aquatic Invasive Vegetation Mapping	Lake George LID, ACD, DNR	3-76
Stream Water Quality – Chemical Monitoring	MPCA, ACD	3-78
Wetland Hydrology	URRWMO, ACD	3-102
Lake George Stormwater Retrofit Analysis	Lake George LID, ACD	3-108
St. Francis Stormwater Retrofit Analysis	City of St. Francis, MPCA, ACD	3-114
Water Quality Grant Fund	URRWMO, ACD	3-116
URRWMO Website	URRWMO, ACD	3-117
URRWMO Annual Newsletter	URRWMO, ACD	3-118
2014 Annual Reports to the State	URRWMO, ACD	3-119
Financial Summary		3-120
Recommendations		3-121
Groundwater Hydrology (obwells)	ACD, MNDNR	Chapter 1
Precipitation	ACD, volunteers	Chapter 1

ACAP = Anoka County Ag Preserves, ACD = Anoka Conservation District, LID= Lake Improvement District
 LRRWMO = Lower Rum River Watershed Mgmt. Org, MC = Metropolitan Council
 MNDNR = Minnesota Dept. of Natural Resources, URRWMO = Upper Rum River Watershed Mgmt. Org



Lake Levels

Description: Weekly water level monitoring in lakes. The past five years and, when available, past twenty-five years are illustrated below. All historical data are available on the Minnesota DNR website using the "LakeFinder" feature (www.dnr.mn.us.state/lakefind/index.html).

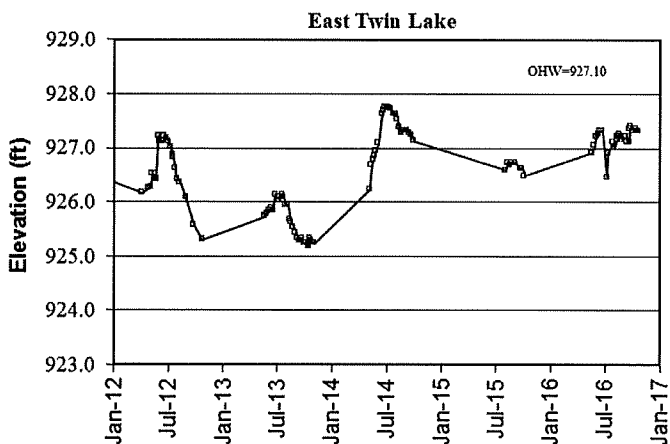
Purpose: To understand lake hydrology, including the impact of climate or other water budget changes. These data are useful for regulatory, building/development, and lake management decisions.

Locations: East Twin Lake, Lake George, Rogers Lake, Minard Lake, Coopers Lake

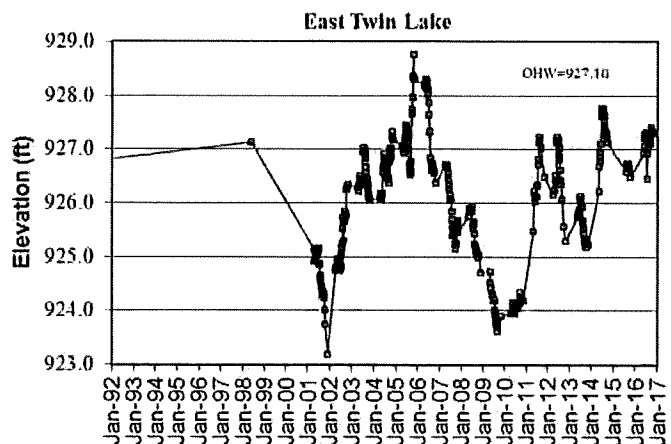
Results: Lake levels were measured by volunteers throughout the 2016 open water season. Lake gauges were installed and surveyed by the Anoka Conservation District and MN DNR. Lakes had increasing water levels in spring and early summer and dropped steadily by mid-summer. A resurgence of rainfall late into fall caused a spike in lake levels at the end of the year. Overall lake levels were lower than in 2014 when very heavy rainfall totals occurred.

All lake level data can be downloaded from the MN DNR website's Lakefinder feature. Ordinary High Water Level (OHW), the elevation below which a DNR permit is needed to perform work, is listed for each lake on the corresponding graphs below.

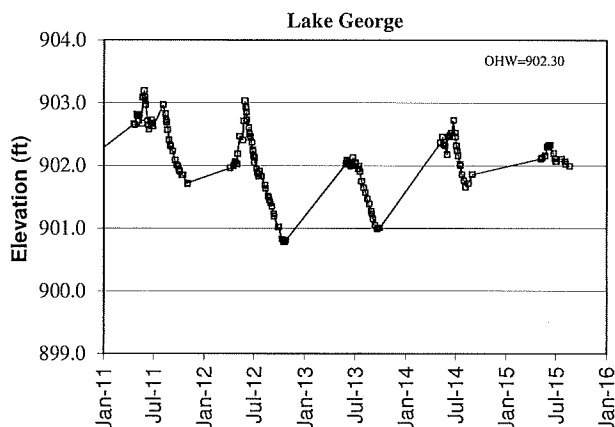
East Twin Lake Levels – last 5 years



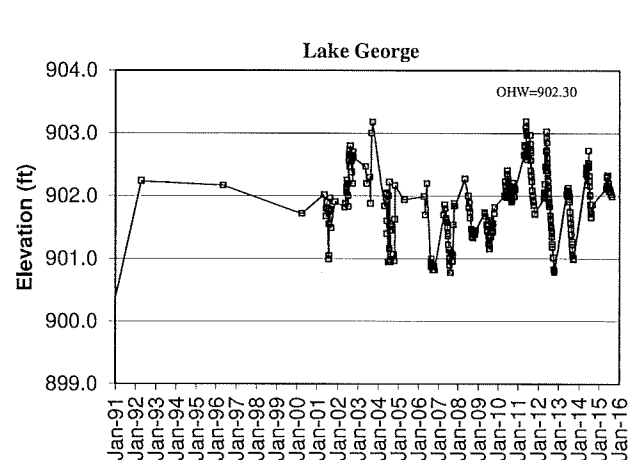
East Twin Lake Levels – last 25 years



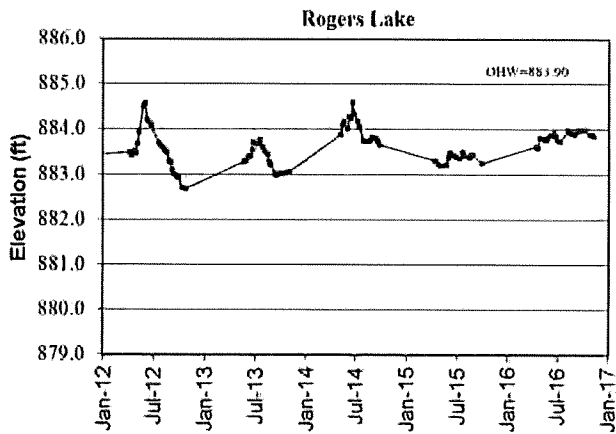
*Lake George Levels – last 5 years



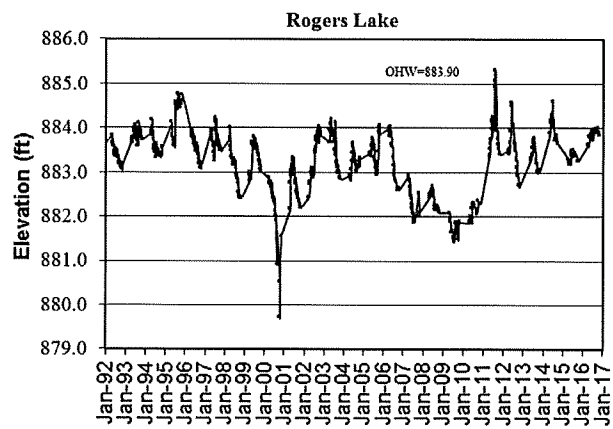
Lake George Levels – last 25 years



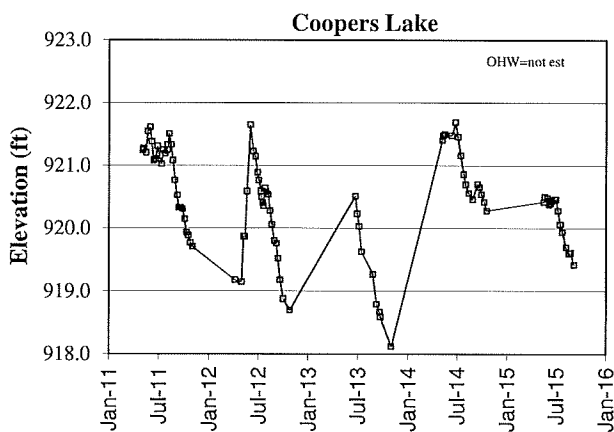
Rogers Lake Levels – last 5 years



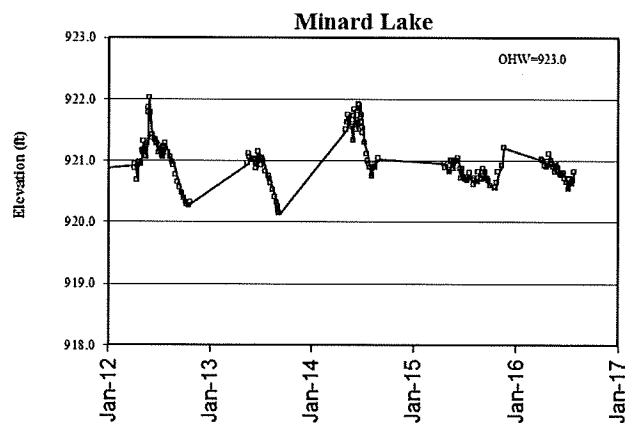
Rogers Lake Levels – last 25 years



***Coopers Lake Levels – last 5 years**



Minard Lake Levels – last 5 years



*2016 lake level readings were not received from Lake George or Coopers Lake volunteers.

Lake Water Quality

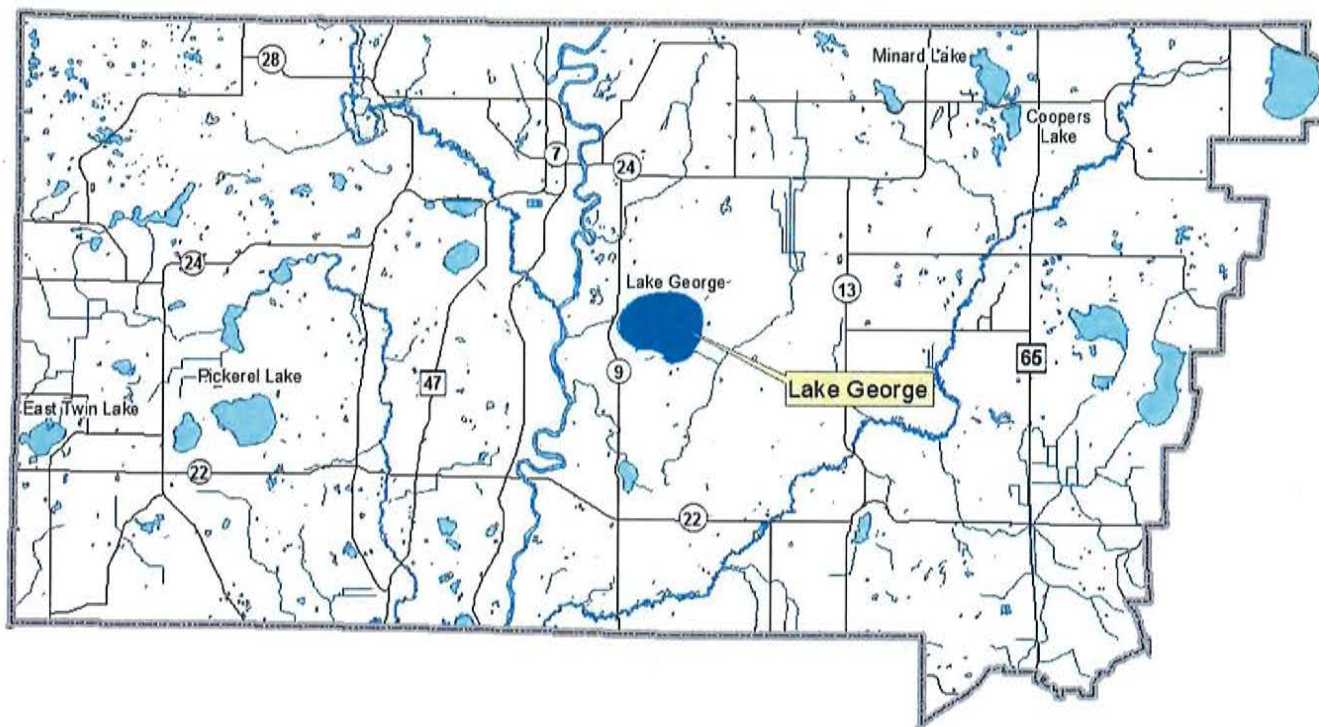
Description: May through September at least once-monthly monitoring of the following parameters: total phosphorus, chlorophyll-a, Secchi transparency, dissolved oxygen, turbidity, temperature, conductivity, pH, and salinity.

Purpose: To detect water quality trends and diagnose the cause of changes.

Locations: Lake George

Results: Detailed data for each lake are provided on the following pages, including summaries of historical conditions and trend analysis. Previous years' data are available at the MPCA's electronic data access website. Refer to Chapter 1 for additional information on interpreting the data and on lake dynamics.

Upper Rum River Watershed Lake Water Quality Monitoring Sites



Lake George

CITY OF OAK GROVE, LAKE ID # 02-0091



Background

Lake George is located in north-central Anoka County. The lake has a surface area of 535 acres with a maximum depth of 32 feet (9.75 m). Public access is from Lake George County Park on the lake's north side, where there is both a swimming beach and boat launch. About 70% of the lake is circumscribed by homes; the remainder is county parkland. The watershed is mostly undeveloped or vacant, with some residential areas, particularly on the lakeshore and in the southern half of the watershed. Two invasive exotic aquatic plants are established in this lake, Curly-leaf pondweed and Eurasian Water Milfoil. The Lake George Improvement District treats both with herbicide.

2016 Results

In 2016 Lake George had good water quality for this region of the state (NCHF Ecoregion), receiving an overall A grade. The lake is mesotrophic. Total phosphorus averaged 28.4 ug/L, higher than the previous two years. Secchi transparency was as high as 15 feet in May, but dropped to as low as 3.9 feet in early August. Average Secchi transparency was 7.4 feet, slightly down from 2015. Chlorophyll-a averaged 7.8 mg/L, which is higher than the last three years monitored. Total phosphorous, chlorophyll-a, and transparency were poorest in August. All three parameters conformed to state water quality standards for non-shallow lakes in this region (40 ug/L TP, 14 ug/L Cl-a, and >1.4m Secchi transparency).

Trend Analysis

Nineteen years of water quality data have been collected by the Metropolitan Council (between 1980 and 2009) and the Anoka Conservation District (1997, 1999, 2000, 2002, 2005, 2008, 2011, 2013, 2014, 2015 and 2016). During this period there is a statistically significant trend of declining Secchi transparency (one-way ANOVA $F_{1,17} = 10.75$, $p < 0.05$). The Rum River Watershed Restoration and Protection Strategy (WRAPS) report, being finalized in 2017, also found "strong evidence" of declining water clarity using a Kendall-Mann statistical analysis. However, an Anoka Conservation District broader analysis of water quality that simultaneously considers TP, Cl-a and Secchi transparency did not find a statistically significant trend (repeated measures MANOVA with response variables TP, Cl-a, and Secchi depth, $F_{2,16} = 1.54$, $p = 0.24$).

Discussion

Lake George remains one of the clearest of the Anoka County lakes, but its trend toward of declining Secchi transparency is seriously concerning. Lake George is a highly valued lake due to its recreational opportunities and ecological quality. The lake has a large park, many lakeshore homes, and a notably diverse plant community (most metro area lakes have 10-12 different aquatic plant species; Lake George is home to 24).

Additional concern for Lake George is noted in the 2017 Rum River Watershed Fish-Based Lake IBI Stressor Identification Report. That report found Lake George's fish community was not impaired, but was of special concern and vulnerable. Lack of aquatic habitat and near-shore development disturbances were concerns.

In 2016 the ACD began monitoring and data collection for an in depth study funded by the Lake George Improvement District and State Clean Water Fund. The study is aiming to identify causes of water quality degradation and projects that can be installed to fix it. The work will take 1-3 years.

In the meantime, continued efforts should include monitoring, education, and lakeshore best management practices. Residential lakeshore restorations are one high priority and immediately actionable item. Several lakeshore properties have recently undertaken projects to correct erosion and restore native plant communities, but many properties on Lake George aggressively manicure their lakeshore in ways that are detrimental to lake health.

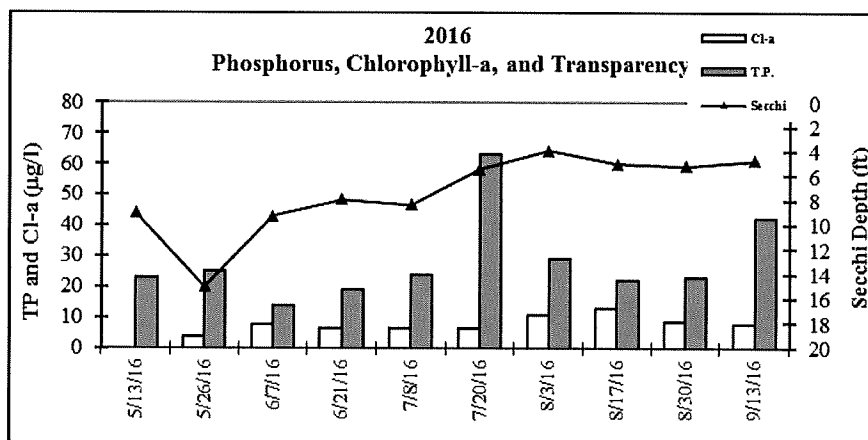
Two exotic invasive plants are present in Lake George, Curly leaf pondweed and Eurasian Water milfoil. The Lake George Improvement District was formed to control these plants, and multiple years of localized treatments have occurred. Concern has been voiced that plant treatments may have a negative impact on water quality. In 2013, water quality monitoring showed a dramatic rise in phosphorus shortly after curly leaf pondweed treatment, and it was suspected that the herbicide treatment may have caused the phosphorus increase. In the three years since, water quality data was collected immediately before and after herbicide treatment to determine if this was the case. No obvious causal relationship between weed treatment and water quality was observed.

2016 Lake George Water Quality Data

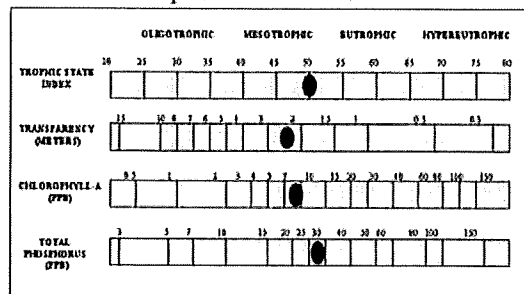
Lake George 2016 Water Quality Data		Date:	5/13/2016	5/26/2016	6/7/2016	6/21/2016	7/8/2016	7/20/2016	8/3/2016	8/17/2016	8/30/2016	9/13/2016			
		Time:	12:20	11:00	13:20	11:30	11:05	10:50	12:20	10:20	11:30	10:30			
	Units	R.L.*	Results	Results	Results	Results	Results	Results	Results	Results	Results	Results	Average	Min	Max
pH		0.1	8.38	8.69	8.24	8.07	8.33	8.85	9.25	9.03	8.26	7.94	8.50	7.94	9.25
Conductivity	mS/cm	0.01	0.246	0.262	0.271	0.240	0.251	0.250	0.233	0.255	0.246	0.230	0.248	0.230	0.271
Turbidity	FNUR	1	11.30	0.80	1.60	3.40	17.90		6.30	4.80	14.80	16.50	9	1	18
D.O.	mg/l	0.01	10.04	10.15	9.29	8.33	9.26	9.31	9.25	8.54	8.17	8.22	9.06	8.17	10.15
D.O.	%	1	101%	117%	104%	102%	119%	118%	141%	108%	110%	99%	110%	93%	141%
Temp.	°C	0.1	14.6	21.0	19.8	24.1	25.0	25.9	27.3	25.7	23.6	21.1	22.8	14.6	27.3
Temp.	°F	0.1	58.3	69.7	67.6	75.4	77.0	78.7	81.2	78.3	74.4	70.0	73.1	58.3	81.2
Salinity	%	0.01	0.12	0.12	0.13	0.12	0.12	0.12	0.12	0.12	0.12	0.11	0.12	0.11	0.13
Cl-a	ug/L	0.5	<1	3.6	7.8	6.4	6.4	6.4	10.7	12.8	8.5	7.8	7.8	3.6	12.8
T.P.	mg/l	0.010	0.023	0.025	0.014	0.019	0.024	0.063	0.029	0.022	0.023	0.042	0.028	0.014	0.063
T.P.	ug/l	10	23	25	14	19	24	63	29	22	23	42	28.4	14	63
Secchi	ft		9.0	15.0	9.3	7.9	8.3	5.4	3.9	5.0	5.2	4.8	7.4	3.9	15.0
Secchi	m		2.7	4.6	2.8	2.4	2.5	1.7	1.2	1.5	1.6	1.4	2.25	1.2	4.6
Field Observations			Moderately Clear, light T Clear, light green, algae Moderately c Fairly murky Green light green, f Fairly clear, i Fairly clear, green tinge												
Physical			2.0	2.0	2.0	2.0	2.0	3.0	2.0	2.0	1.0	1.0	1.9	1.0	3.0
Recreational			2.0	2.0	2.0	2.0	2.0	3.0	2.0	1.0	1.0	1.0	1.8	1.0	3.0

*reporting limit

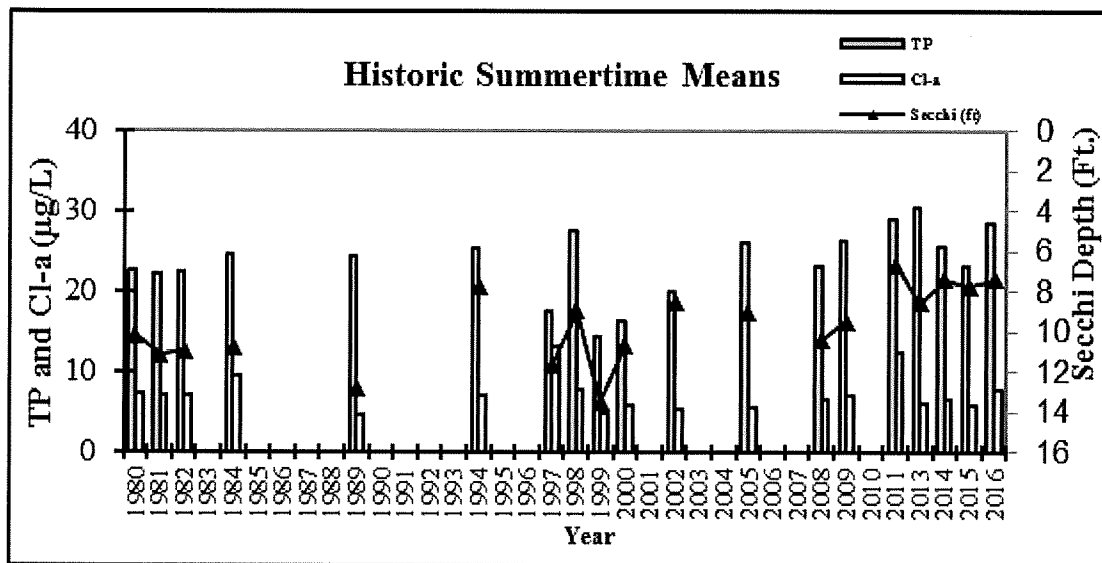
		2016 Median
pH		8.36
Conductivity	mS/cm	0.248
Turbidity	FNUR	4.80
D.O.	mg/l	8.78
D.O.	%	104.00%
Temp.	°C	23.00
Temp.	°F	73.33
Salinity	%	0.11
Cl-a	ug/L	3.60
T.P.	mg/l	0.024
T.P.	ug/l	24.00
Secchi	ft	6.70
Secchi	m	2.03



Carlson's Trophic State Index



Historical Lake George Water Quality Data



Lake George Summertime Annual Means

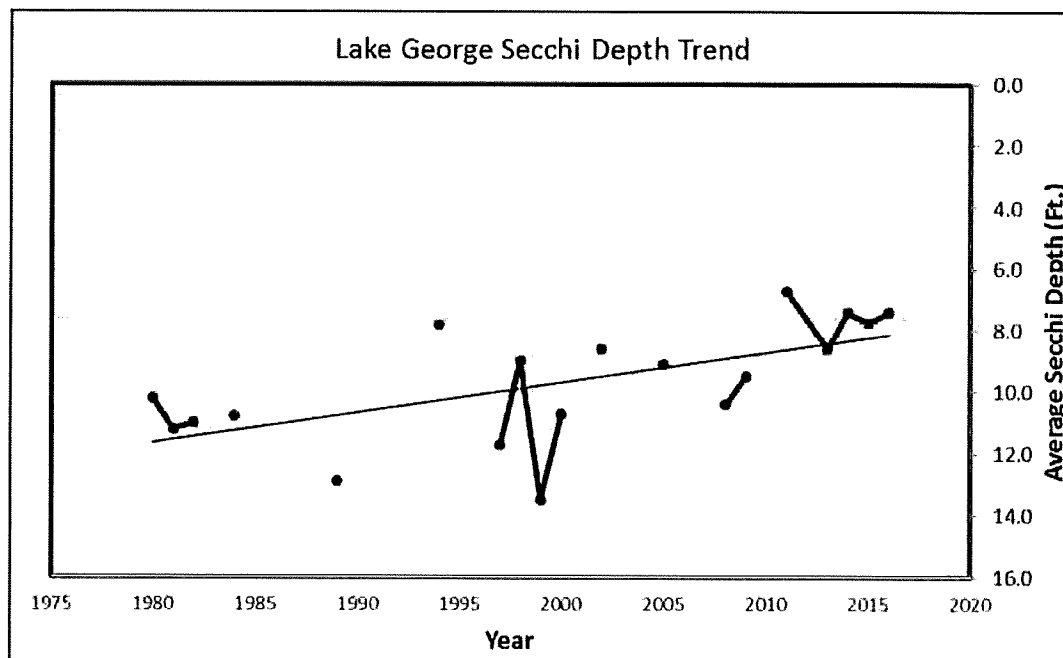
Agency	MC	MC	MC	MC	MC	MC	ACD	MC	ACD	ACD	ACD	ACD	ACD	MC	MC	ACD	ACD	ACD	ACD
Year	1980	1981	1982	1984	1989	1994	1997	1998	1999	2000	2002	2005	2008	2009	2011	2013	2014	2015	2016
TP	22.5	22.0	22.3	24.4	24.3	25.4	17.4	27.5	14.2	16.3	19.9	26.0	23.0	26.2	29.0	30.3	25.5	23.1	28.4
Cl-a	7.3	7.1	7.0	9.5	4.5	6.9	13.2	7.8	4.8	5.8	5.2	5.4	6.4	7.0	12.4	6.1	6.4	5.7	7.8
Secchi (m)	3.1	3.4	3.4	3.3	3.9	2.4	3.6	2.7	4.1	2.8	2.6	2.8	3.2	2.9	1.8	2.6	2.2	2.4	2.3
Secchi (ft)	10.2	11.2	11.0	10.8	12.9	7.8	11.7	9.0	13.5	10.7	8.6	9.1	10.4	9.5	6.7	8.6	7.4	7.7	7.4

Carlson's Trophic State Indices

Year	80	81	82	84	89	94	97	98	99	2000	2002	2005	2008	2009	2011	2013	2014	2015	2016
TSIP	49	49	49	50	50	51	45	52	42	44	47	51	49	51	53	53	51	49	52
TSIC	50	50	50	53	45	50	56	51	46	48	47	47	49	50	55	48	49	47	51
TSIS	44	42	43	43	40	48	42	45	40	45	46	45	43	45	52	46	49	48	48
TSI	48	47	47	49	45	49	48	49	43	46	47	48	47	49	53	49	49	48	50

Lake George Water Quality Report Card

Year	80	81	82	84	89	94	97	98	99	2000	2002	2005	2008	2009	2011	2013	2014	2015	2016
TP	A	A	A	B	B	B	A	B	A	A	A	B	B+	B	B	B	B	A	B
Cl-a	A	A	A	A	A	A	B	A	A	A	A	A	A	A	B	A	A	A	A
Secchi	A	A	A	A	A	B	A	B	A	B	B	B	A	B	C	B	B	B	A
Overall	A	A	A	A	A	B	A	B	A	A	A	B	A	B	B	B	B	A	A



Aquatic Invasive Vegetation Mapping

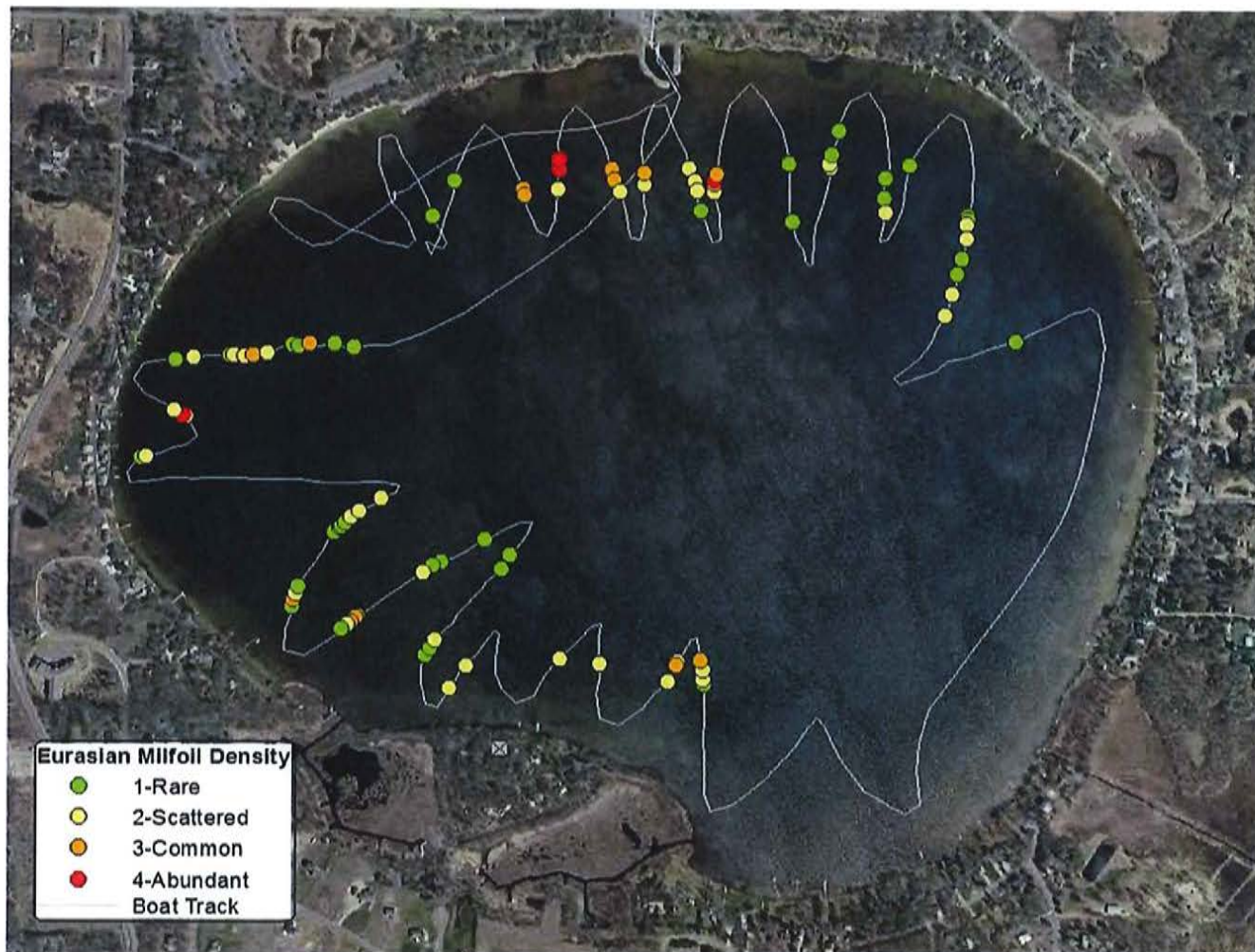
Description: The Anoka Conservation District (ACD) was contracted by the Lake George Lake Improvement District (LID) to conduct an aquatic invasive vegetation delineation.

Purpose: To map out the presence of Curly Leaf Pondweed (CLP) and Eurasian Water Milfoil (EWM) as required for MN DNR herbicide treatment permits. In particular, a goal was to map these invasive species as early as possible in the growing season to allow for herbicide treatment as early as possible. There is concern that plant die-offs associated with later herbicide applications, when plants are larger, may negatively affect water quality.

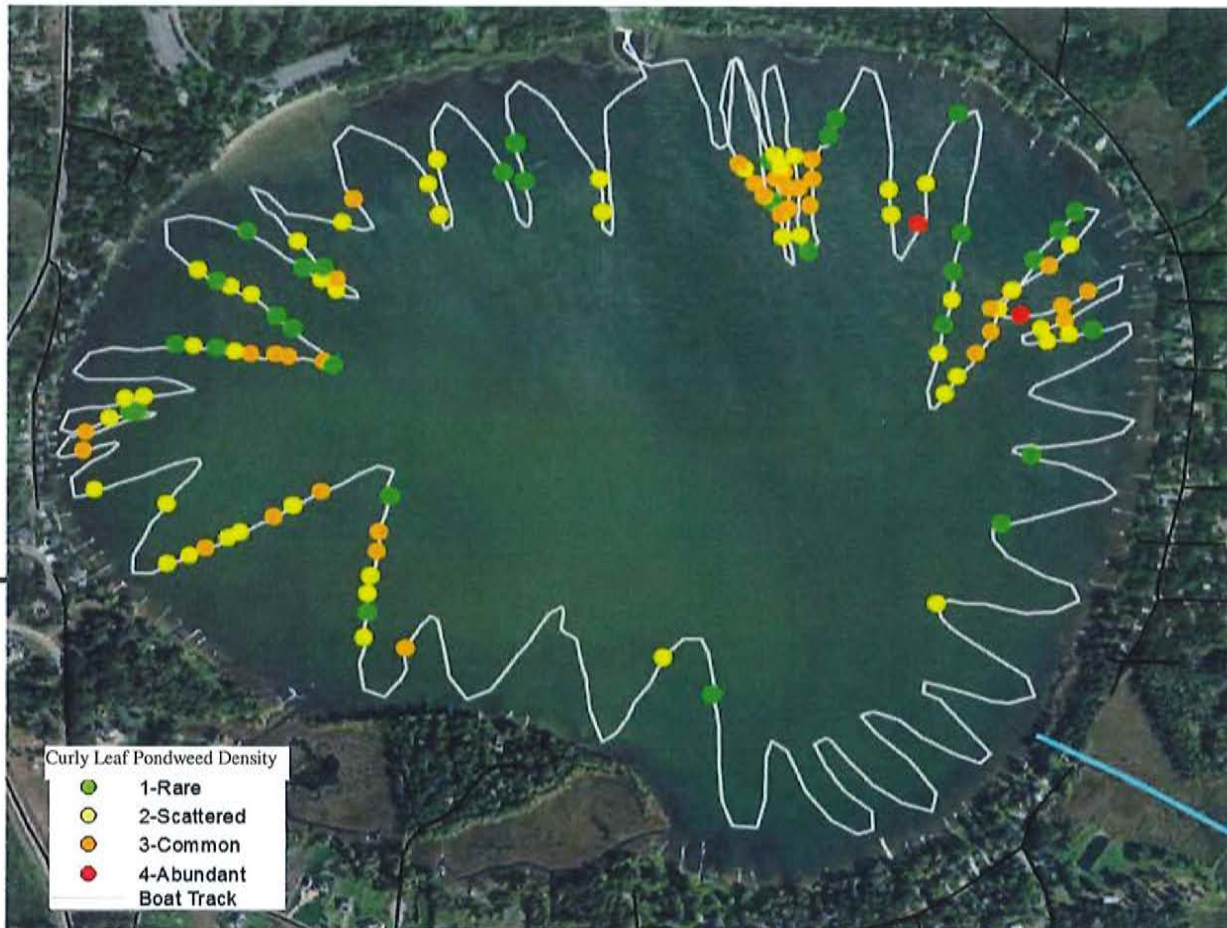
Locations: Lake George

Results: A map is presented below and were delivered to the MN DNR and Lake George Improvement District within 48 hours of the field surveys. These survey points were reviewed by the MNDNR and herbicide treatments occurred in areas with the greatest density of invasive plants.

2016 Lake George Eurasian Water Milfoil (EWM) Survey



2016 Lake George Curly Leaf Pondweed (CLP) survey



Stream Water Quality - Chemical Monitoring

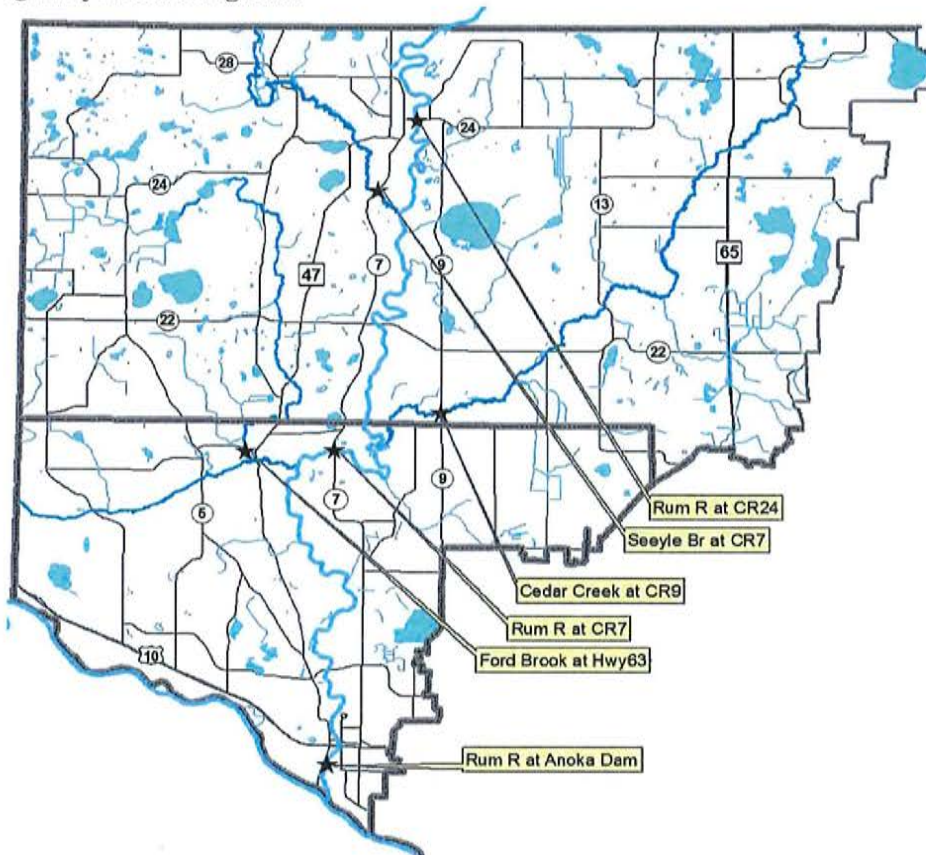
Description: The Rum River and several tributary streams were monitored in 2016. The locations of river monitoring include the approximate top and bottom of the Upper and Lower Rum River Watershed Management Organizations. Tributaries were monitored simultaneously with Rum River monitoring for greatest comparability near their outfalls into the river. Collectively, these data allow for an upstream to downstream water quality comparison within Anoka County, as well as within each watershed organization. It also allows us to examine whether the tributaries degrade Rum River water quality. Monitoring occurred in May through September for each of the following parameters: total suspended solids, total phosphorus, Secchi tube transparency, dissolved oxygen, turbidity, temperature, conductivity, pH, and salinity.

Purpose: To detect water quality trends, diagnose and identify the source of any problems, and provide an initial assessment of water quality to be used in the completion of the Rum River Watershed Restoration and Protection Plan (WRAPP).

Locations: Rum River at Co Rd 24
Rum River at Co Rd 7
Rum River at the Anoka Dam
Seelye Brook at Co Rd 7
Cedar Creek at Co Rd 9
Ford Brook at Co Rd 63

Results: Results are presented on the following pages.

Upper and Lower Rum River Watershed Management Organization Stream Water Quality Monitoring Sites



Stream Water Quality Monitoring

RUM RIVER

Rum River at Co. Rd. 24 (Bridge St), St. Francis*	STORET SiteID = S000-066
Rum River at Co. Rd. 7 (Roanoke St), Ramsey	STORET SiteID = S004-026
Rum River at Anoka Dam, Anoka	STORET SiteID = S003-183

*Located in and contracted by the URRWMO, but reported with

all Rum River data for a more complete analysis of the river.

Years Monitored

At Co. Rd. 24 – 2004, 2009, 2010, 2011, 2014, 2015, 2016

At Co. Rd. 7 – 2004, 2009, 2010, 2011, 2014, 2015, 2016

At Anoka Dam – 1996-2011(MC WOMP), 2015, 2016

Background

The Rum River is regarded as one of Anoka County's highest quality and most valuable water resources. It is designated as a state scenic and recreational river throughout Anoka County, except south of the county fairgrounds in Anoka. It is used for boating, tubing, and fishing. Much of western Anoka County drains to the Rum River. Subwatersheds that drain to the Rum include Seelye, Trott, and Ford Brooks, and Cedar Creek.

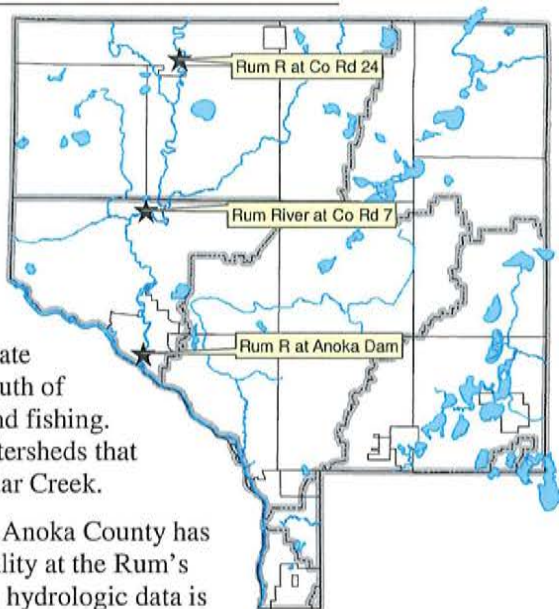
The extent to which water quality improves or is degraded within Anoka County has been unclear. The Metropolitan Council has monitored water quality at the Rum's outlet to the Mississippi River since 1996. This water quality and hydrologic data is well suited for evaluating the river's water quality just before it joins the Mississippi River. Monitoring elsewhere has occurred only in more recent years. Water quality changes might be expected from upstream to downstream because land use changes dramatically from rural residential in the upstream areas of Anoka County to suburban in the downstream areas.

Methods

In 2004, 2009- 2011 and 2014-2016 monitoring was conducted to determine if Rum River water quality changes in Anoka County, and if so, generally where changes occur. The data is reported together for a more comprehensive analysis of the river from upstream to downstream.

In 2016 the river was monitored during both storm and baseflow conditions by grab samples. At the two downstream locations, eight water quality samples were taken; half during baseflow and half following storms. At the upstream site, only four samples were taken due to lower funding levels. Storms were generally defined as one-inch or more of rainfall in 24 hours or a significant snowmelt event combined with rainfall. In some years, particularly the drought year of 2009, smaller storms were sampled because of a lack of larger storms. All storms sampled were significant runoff events. Parameters tested with portable meters included pH, conductivity, turbidity, temperature, salinity, and dissolved oxygen. Parameters tested by water samples sent to a state-certified lab included total phosphorus and total suspended solids. During every sampling event, the water level (stage) was recorded. The monitoring station at the Anoka Dam includes automated equipment that continuously tracks water levels and calculates flows. Water level and flow data for other sites was obtained from the US Geological Survey, who maintains a hydrological monitoring site at Viking Boulevard.

The purpose of this report is to make an upstream to downstream comparison of Rum River water quality. It includes only parameters tested in 2016. It does not include additional parameters tested at the Anoka Dam or additional monitoring events at that site. For that information, see Metropolitan Council reports at <http://www.metrocouncil.org/Environment/RiversLakes>. All other raw data can be obtained from the Anoka



Conservation District, and is also available through the Minnesota Pollution Control Agency's EQuIS database, which is available through their website.

Results Summary

This report includes data from 2016. The following is a summary of results.

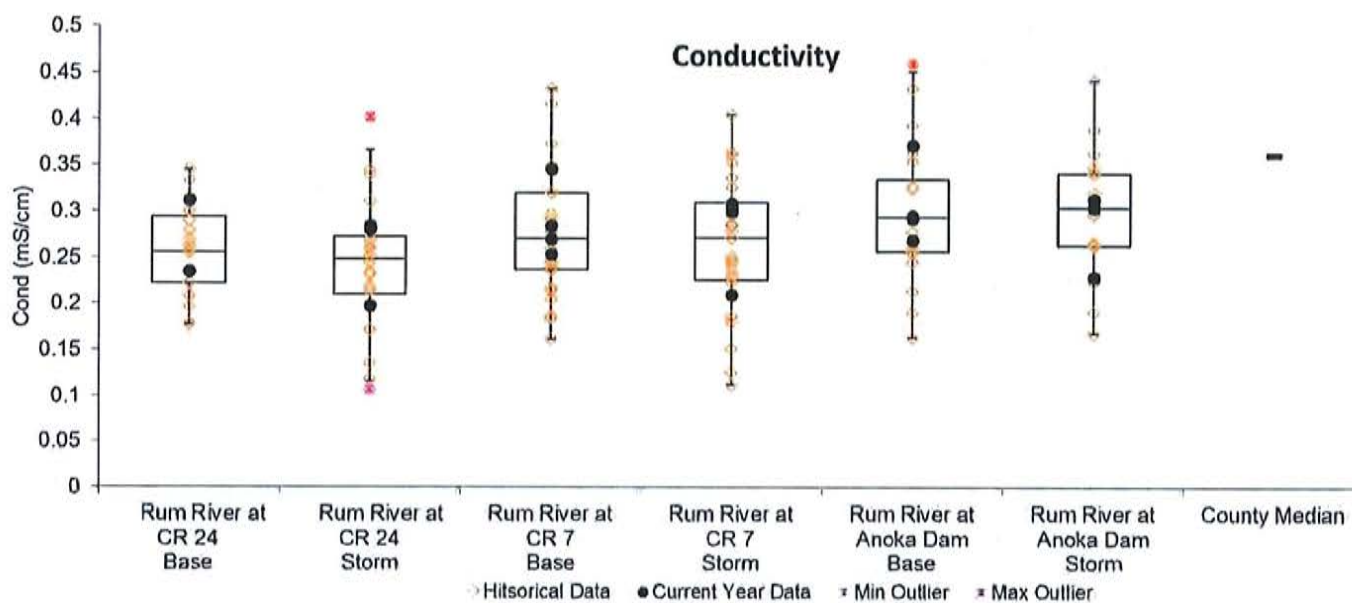
- Dissolved constituents, as measured by conductivity and chlorides. Conductivity results in the Rum River are lower than other Anoka County streams. There is cause for concern however, as conductivity consistently increases moving downstream. Average conductivity for sites tested in 2016 from upstream to downstream was 0.281, 0.293 and 0.300 mS/cm respectively. This increase is likely caused by higher road and development density contributing higher loads of road salts.
- Phosphorous is typically lower than the state water quality standard of 100 ug/L at all sampled sites. Sites exceeded this mark on two single sampling occasions in 2016, once during baseflow, and once after a storm event. Total phosphorus in the Rum River in 2016 averaged 84, 96 and 87 ug/ at sampled sites moving upstream to downstream. Compared to other Anoka County streams, these averages are low. They are however close to the state standard and phosphorus should remain a focus of watershed management.
- Suspended solids and turbidity generally remain at acceptable levels in the Rum River, though turbidity averages were slightly above other Anoka County streams. Average turbidity actually decreased from upstream to downstream in 2016 with averages of 14.8, 10.3 and 8.5 NTU respectively. TSS levels are low in the Rum River compared to other Anoka County streams with 2016 sampling site averages of 7, 9 and 5.5 mg/L upstream to downstream. Turbidity shows a marked increase in the Rum River during storm events, and stormwater runoff mitigation should be a focus of management efforts.
- pH was within the range considered normal and healthy for streams in this area.
- Dissolved oxygen remained well above the state standard of 5 mg/L in 2016.

On the following pages data are presented and discussed for each parameter. Management recommendations will be included at the conclusion of this report. The Rum River is an exceptional waterbody, and its protection and improvement should be a high priority.

Conductivity

Conductivity and chlorides are measures of dissolved pollutants. Dissolved pollutant sources include road runoff and industrial chemicals, among many others. Metals, hydrocarbons, road salts, and others are often of concern in a suburban environment. Conductivity is the broadest measure of dissolved pollutants we used. It measures electrical conductivity of the water; pure water with no dissolved constituents has zero conductivity. Chlorides are the measure of chloride salts, the most common of which are road de-icing chemicals. Chlorides can also be present in other pollutant types, such as wastewater. These pollutants are of greatest concern because of the effect they can have on the stream's biological community. They can also be of concern because the Rum River is upstream from the Twin Cities drinking water intakes on the Mississippi River.

Conductivity during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



Conductivity is acceptably low in the Rum River, but increases downstream (see figures above) and is usually higher during baseflow. Median conductivity from upstream to downstream of the sites monitored in 2016 (all conditions) was 0.281 mS/cm, 0.293 and 0.300 mS/cm, respectively. All three sites are lower than the median for 34 Anoka County streams of 0.362 mS/cm. The 2016 maximum observed conductivity in the Rum River was 0.37 mS/cm which is close to the median for all other Anoka County streams, and levels in general were far lower than in 2015.

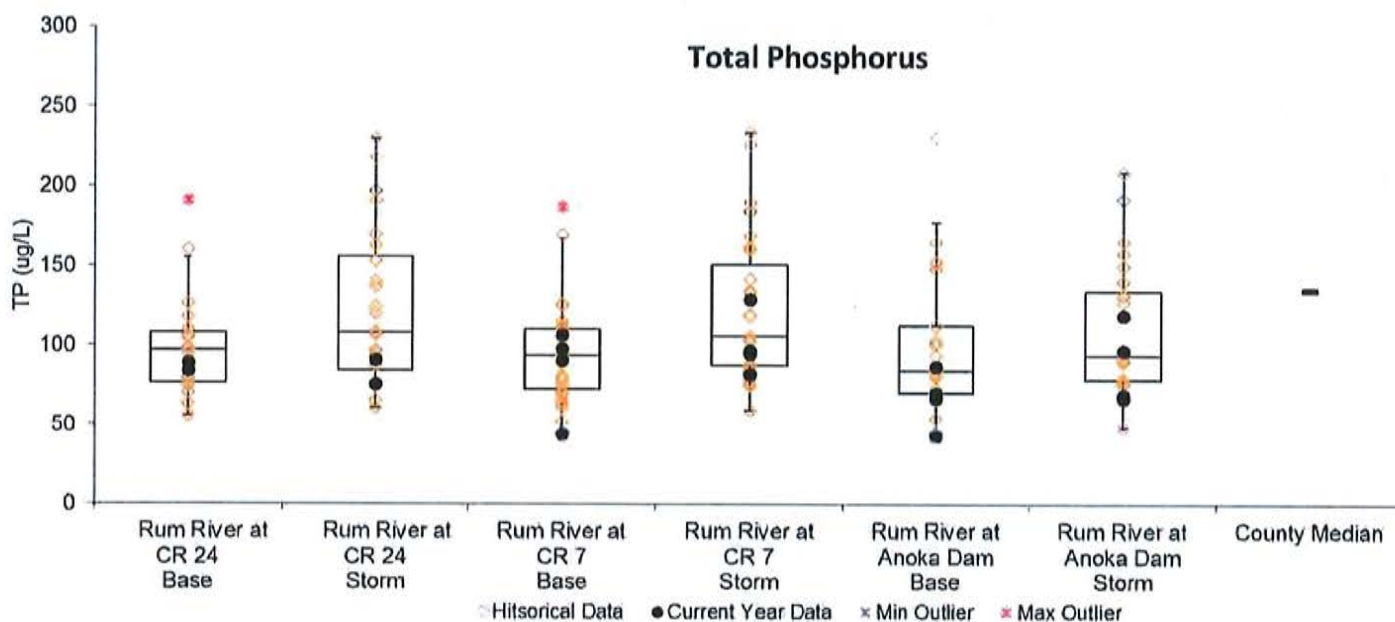
Conductivity was lowest at most sites during storms, suggesting that stormwater runoff contains fewer dissolved pollutants than the surficial water table that feeds the river during baseflow. High baseflow conductivity has been observed in most other nearby streams as well. This occurrence has been studied extensively, and the largest cause has been found to be road salts that have infiltrated into the shallow aquifer. Geologic materials also contribute, but to a lesser degree.

Conductivity increased from upstream to downstream. During baseflow, this increase from upstream to downstream reflects greater road densities and deicing salt application. During storms, the higher conductivity downstream is reflective of greater stormwater runoff and pollutants associated with the more densely developed lower watershed.

Total Phosphorus

Total phosphorus in the Rum River is acceptably low and is lower than the median for all other monitored 34 Anoka County streams (see figure below). 2016 readings averaged lower than 2015 results, which had a marked decrease from 2014 results. This nutrient is one of the most common pollutants in our region, and can be associated with urban runoff, agricultural runoff, wastewater, and many other sources. The median phosphorus concentration in 2016 at the three monitored sites (all conditions) was 84, 96 and 87 ug/L. These upstream-to-downstream differences are negligible and there is no trend of increasing phosphorus downstream. All sites in 2016 had phosphorus concentrations lower than the median for Anoka County streams of 135 ug/L. In 2016, the highest observed total phosphorus reading was during one particular storm event, with a concentration of 132 ug/L. In all, phosphorus in the Rum River is below the state standard of 100 ug/L, but should continue to be an area of pollution control effort as the area continues to be developed.

Total phosphorus during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



Turbidity and Total Suspended Solids (TSS)

Turbidity and total suspended solids (TSS) are two different measurements of solid material suspended in the water. Turbidity is measured by the refraction of a light beam passed through a water sample. It is most sensitive to large particles. Total suspended solids is measured by filtering solids from a water sample and weighing the filtered material. The amount of suspended material is important because it affects transparency and aquatic life, and because many other pollutants are attached to particles. Many stormwater treatment practices such as street sweeping, sumps, and stormwater settling ponds target sediment and attached pollutants. In 2016, suspended solids in the Rum River were acceptably low.

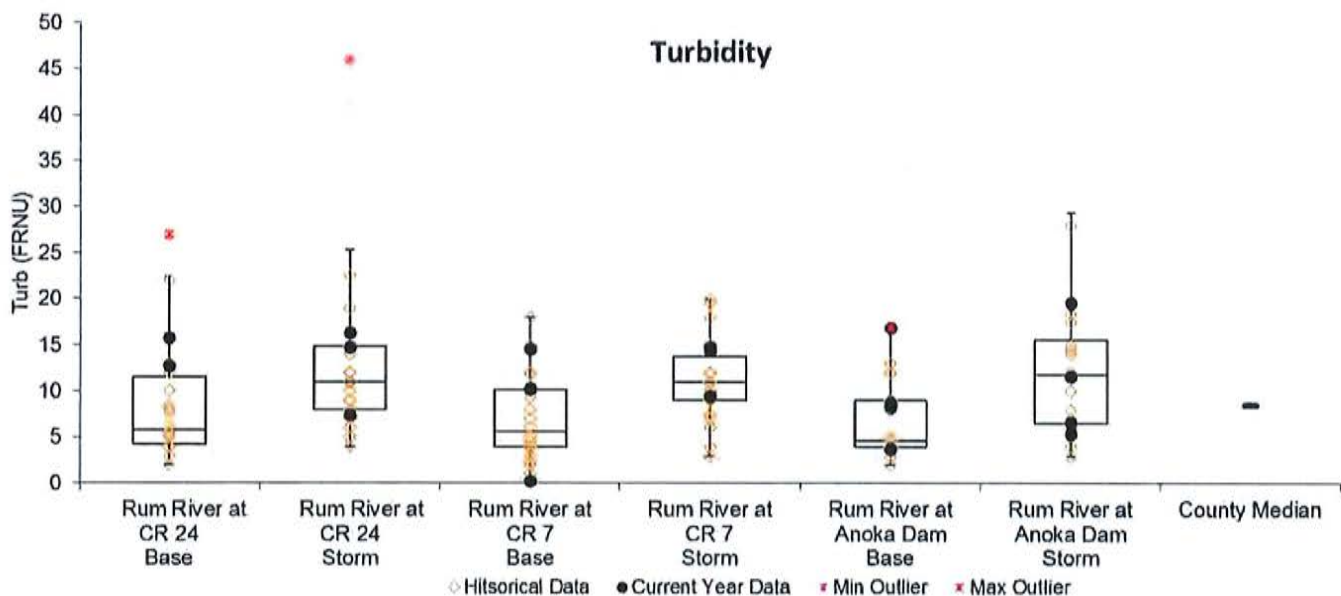
It is important to note the suspended solids can come from sources within and outside of the river channel. Sources on land include soil erosion, road sanding, and others. Riverbank erosion and movement of the river bottom also contributes to suspended solids. A moderate amount of this “bed load” is natural and expected.

In the Rum River, turbidity was low with increases during storms and a slight decrease at downstream monitoring sites (see figure below). The median turbidity, in 2016 (all conditions) was 14.8, 10.3 and 8.5 NTU (upstream to downstream), which is somewhat higher than the median for Anoka County streams of 8.5 NTU. Turbidity was elevated on a few occasions, especially during storms. In 2016 the maximum observed was 19.6 NTU during a mid-season monitoring event.

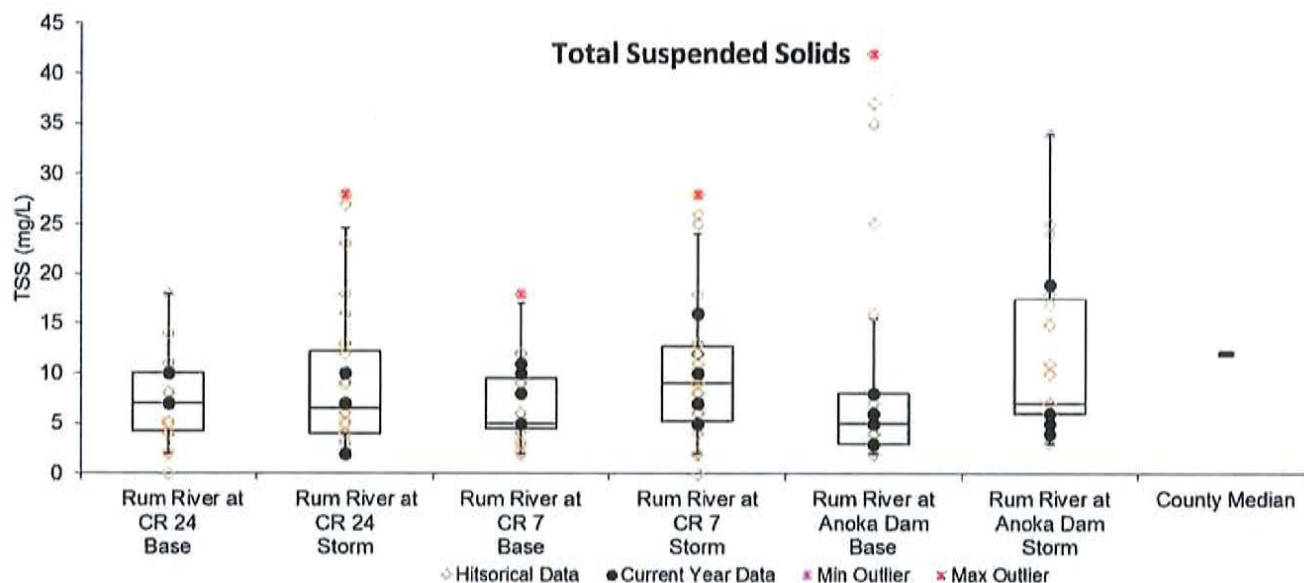
TSS in 2016 was similar to 2015 results. The median TSS, in 2016 (all conditions) was 7, 9 and 5.5 (upstream to downstream). These are all lower than the Anoka County stream median for TSS of 12.

Rigorous stormwater treatment should occur as the Rum River watershed continues to be developed, or the collective pollution caused by many small developments could seriously impact the river. Bringing stormwater treatment up to date in older developments is also important.

Turbidity during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



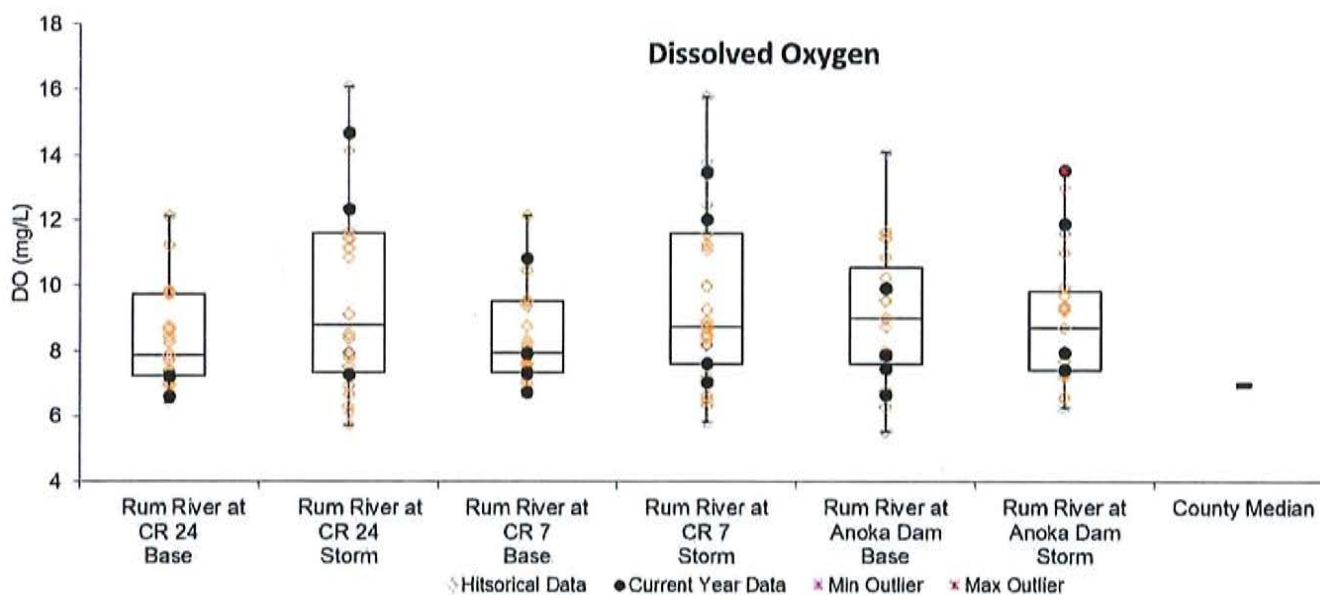
Total suspended solids during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



Dissolved Oxygen

Dissolved oxygen is necessary for aquatic life, including fish. Organic pollution causes oxygen to be consumed when it decomposes. If oxygen levels fall below the state water quality standard of 5 mg/L, aquatic life begins to suffer. A stream is considered impaired if 10% of observations are below this level in the last 10 years. Dissolved oxygen levels are typically lowest in the early morning because of decomposition consuming oxygen at night without offsetting oxygen production by photosynthesis. In the Rum River, dissolved oxygen was always above 5 mg/L at all monitoring sites, with 6.62 mg/L being the lowest level recorded in 2016.

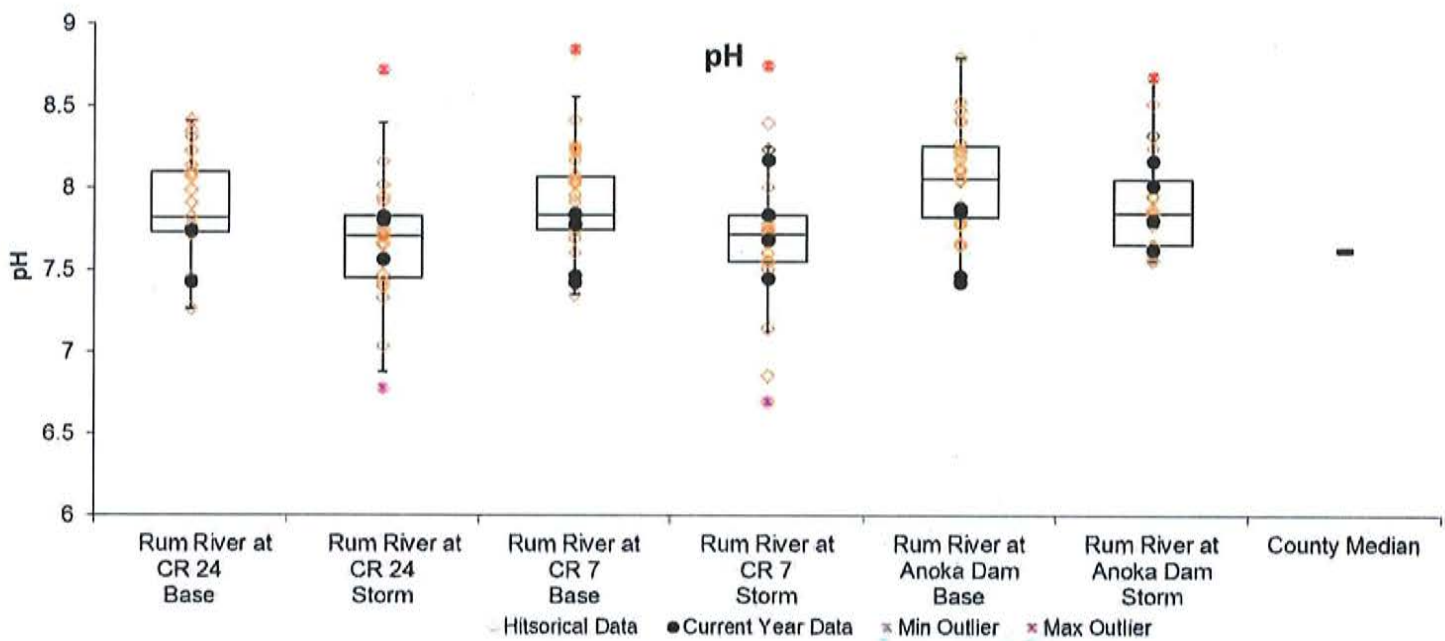
Dissolved oxygen during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



pH

pH refers to the acidity of the water. The Minnesota Pollution Control Agency's water quality standard is for pH to be between 6.5 and 8.5. The Rum River is generally within this range and easily remained so in 2016 (see figure below).

pH during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



Summary and Recommendations

The Rum River's water quality is good. It does show a slight increase in conductivity downstream. Phosphorus levels are near, but slightly below, state water quality standards. Protection of the Rum River should be a high priority for local officials. Large population increases are expected for the Rum River's watershed within Anoka County, and this continued development has the potential to degrade water quality unless carefully planned and managed with the river in mind. Development pressure is likely to be especially high near the river because of its scenic and natural qualities.

Stream Water Quality Monitoring

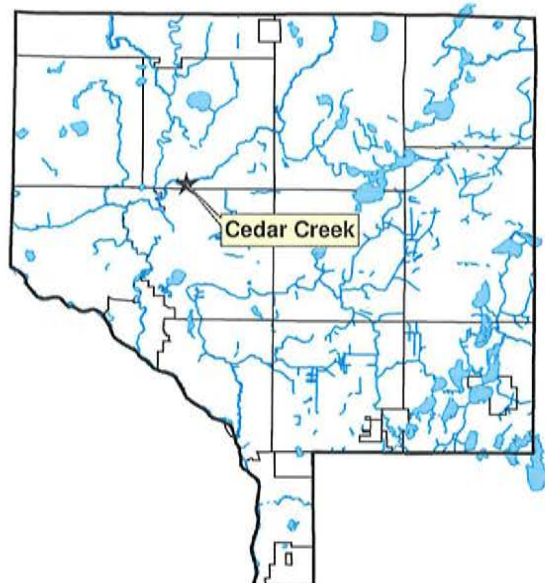
CEDAR CREEK

at Hwy 9, Oak Grove

Background

Cedar Creek originates in south-central Isanti County and flows south. Cedar Creek is a tributary to the Rum River. In north-central Anoka County it flows through some areas of high quality natural communities, including the Cedar Creek Ecosystem Science Reserve. Habitat surrounding the stream in other areas is of moderate quality overall.

Cedar Creek is one of the larger streams in Anoka County. Stream widths of 25 feet and depths greater than 2 feet are common at baseflow. The stream bottom is primarily silt. The watershed is moderately developed with scattered single-family homes, and continues to develop rapidly.



Results Summary

This report includes data from 2016. The following is a summary of results.

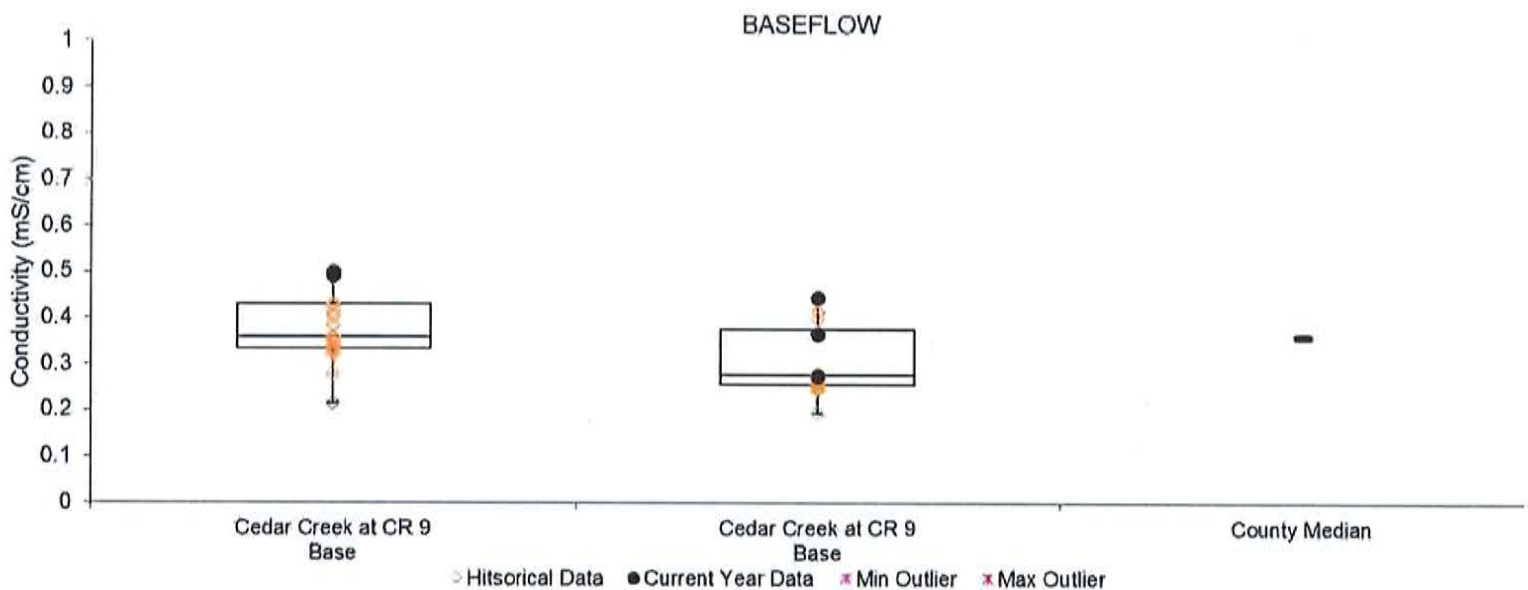
- Dissolved constituents, as measured by conductivity and chlorides, in Cedar Creek were higher than average when compared to similar Anoka County streams. Conductivity averaged 0.422 mS/cm with a maximum of 0.501 mS/cm and a minimum of 0.276 mS/cm). Chlorides were last sampled in 2013 where they averaged 26 mg/l (maximum of 32 mg/l and a minimum of 17 mg/l).
- Phosphorous averaged more than twice the state water quality standard of 100 ug/L. Cedar Creek often exceeds the state standard, even during baseflow periods. Phosphorous results in Cedar Creek averaged 201 ug/l (maximum of 261 ug/l and a minimum of 127 ug/l).
- Suspended solids and turbidity were both fairly high. Total suspended solids averaged 22.6 mg/l (with a maximum of 33.0 mg/l and a minimum of 8 mg/l). Turbidity averaged 20.28 NTU (with a maximum of 38.20 NTU and a minimum of 6.80 NTU).
- pH were within the range considered healthy for streams in this area. pH averaged 7.56 (maximum of 7.98 and a minimum of 6.98).
- Dissolved oxygen was within the range considered healthy for streams in this area. DO averaged 8.87 mg/l (maximum of 11.35 mg/l and a minimum of 7.46 mg/l).

Cedar Creek at CR 9			3/8/2016	3/16/2016	6/1/2016	6/13/2016	8/25/2016				
	Units	R.L.*	Results	Results	Results	Results	Results	Median	Average	Min	Max
pH		0.1	7.76	6.93	7.93	7.57	7.57	7.57	7.56	6.93	7.93
Conductivity	mS/cm	0.01	0.367	0.276	0.501	0.446	0.494	0.45	0.422	0.276	0.501
Turbidity	NTU	1	19.3	18.8	19.3	38	6.8	19.30	20.28	6.80	38.20
D.O.	mg/L	0.01	11.35	10.43	8.25	7.46	7.49	8.25	8.87	7.46	11.35
D.O.	%	1	97.9	85.1	87.6	83.5	83.3	85.10	87.1	83.3	97.9
Temp.	°C	0.1	7.84	4.87	18.56	19.5	19.07	16.56	14.1	4.9	19.5
Salinity	%	0.01	0.17	0.13	0.24	0.21	0.24	0.21	0.20	0.13	0.24
T.P.	ug/L	10	178	251	195	261	127	195.00	201	127	261
TSS	mg/L	2	26		22	33	8	24.00	22.6	8.0	33.0
Secchi-tube	cm		83.00	54.00	67	50	>100	67.00	>90	50	>100

Conductivity

Conductivity and chlorides are measures of dissolved pollutants. Dissolved pollutant sources include urban road runoff, industrial chemicals, and others. Metals, hydrocarbons, road salts, and others are often of concern in a suburban environment. Conductivity was the broadest measure of dissolved pollutants used. It measures electrical conductivity of the water; pure water with no dissolved constituents has zero conductivity. Chlorides were not sampled in 2016 and thus not displayed below. Historical chloride data can be obtained from the Anoka Conservation District and is also available through the Minnesota Pollution Control Agency's EQuIS database, which is available through their website. These pollutants are of greatest concern because of the effect they can have on the stream's biological community.

Conductivity during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).

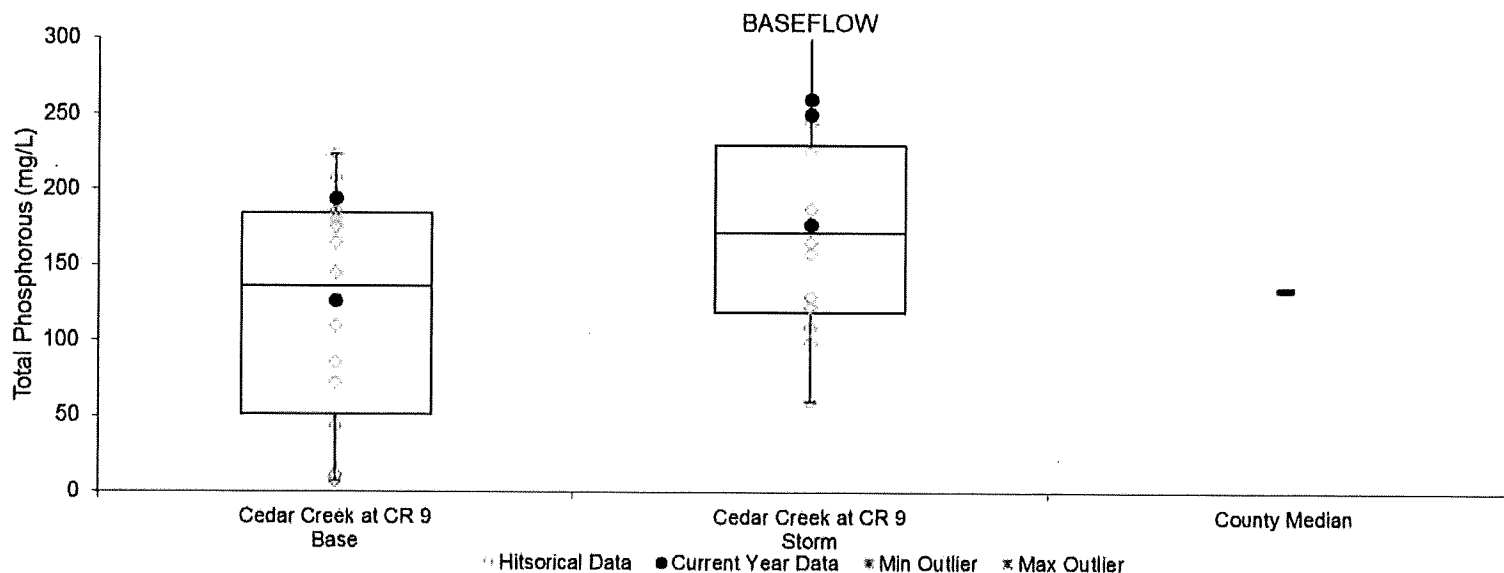


Conductivity is acceptably low in Cedar Creek at CR 9. Median conductivity (all years) is 0.359 mS/cm during baseflow and 0.278 mS/cm during storm events, respectively. Both were lower than the median for Anoka County streams of 0.362 mS/cm. The 2016 maximum observed conductivity in Cedar Creek was 0.501 mS/cm which is the second highest individual reading on record.

Total Phosphorus

Total phosphorus in Cedar Creek remained high in 2016 averaging 201 ug/L, similar to the 2015 average of 204 ug/L for the highest average on record. This nutrient is one of the most common pollutants in our region, and can be associated with urban runoff, agricultural runoff, wastewater, and many other sources. The median phosphorus concentration at Cedar Creek at CR 9 (all years) was 136 ug/L during baseflow and 172 ug/L during storm events. Almost all readings in 2016 had phosphorus concentrations higher than the median for Anoka County streams. In 2016, the highest observed total phosphorus reading was during one particular storm event, with a maximum of 261 ug/L. This is the second highest reading on record. In all, phosphorus in Cedar Creek is at concerning levels, every sample in 2016 exceeding state standards, and should be an area of pollution control efforts.

Total phosphorus during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



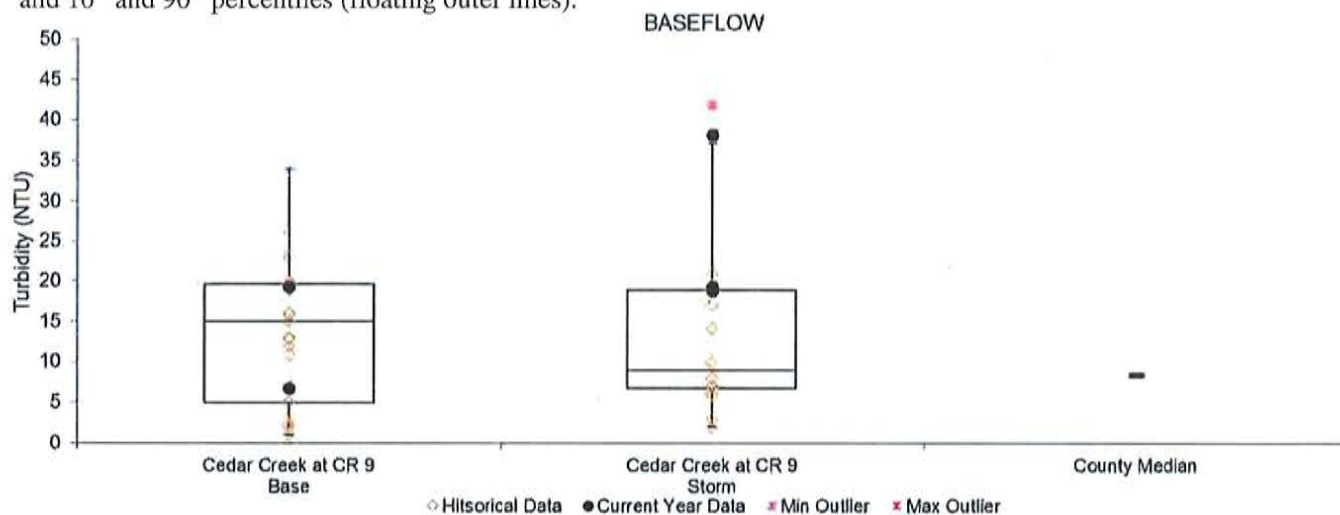
Turbidity and Total Suspended Solids (TSS)

In Cedar Creek, turbidity was slightly elevated in 2016 with all readings except one at or above the long-term median. The median turbidity (all years) is 15 NTU during baseflow and 9 NTU during storm events, which is higher than the median for Anoka County streams of 8.5 FNRU. In 2016 turbidity was elevated on a few occasions, especially during storms. The maximum 2016 observed turbidity was 38 NTU. This is the second highest reading on record for this stream.

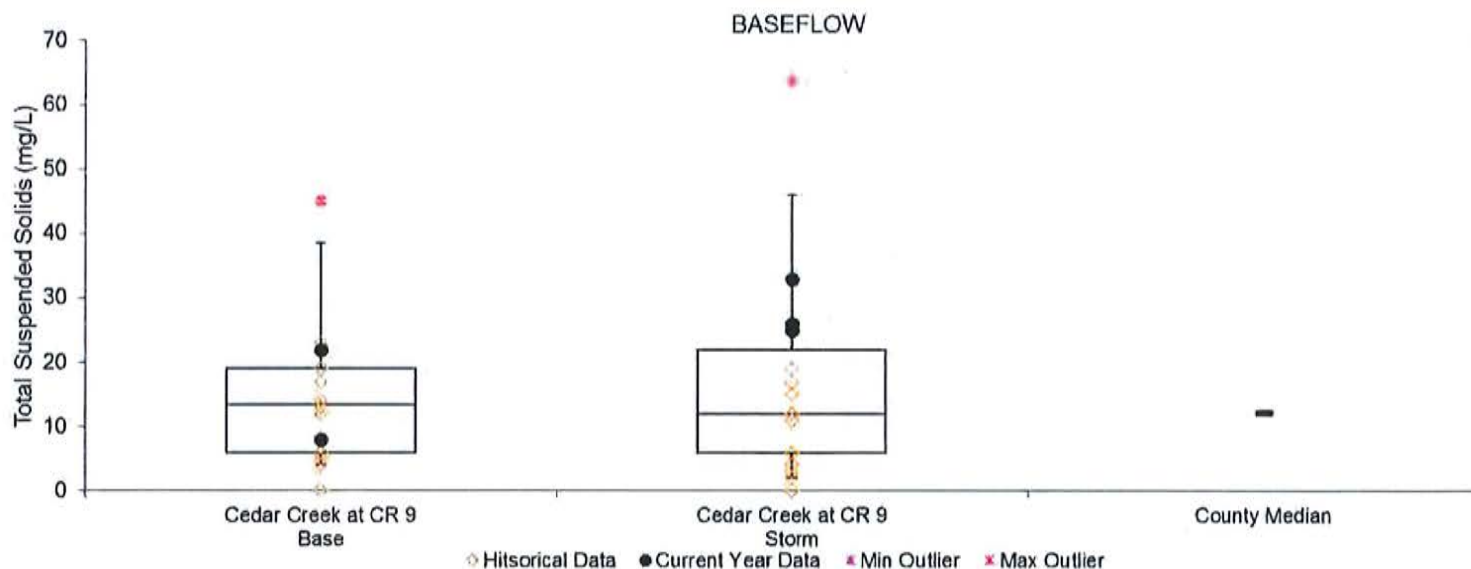
TSS was high throughout 2016 with all readings but one being above the median for Anoka County streams of 12 mg/L. In 2016, however, the especially high TSS events measured in 2015 (up to 64 mg/L) did not occur in 2016.

when the highest reading was 33 mg/L. Median TSS (all years) is 13.5 mg/L during baseflow and 12 mg/L during storm events.

Turbidity during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



Total Suspended Solids during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).

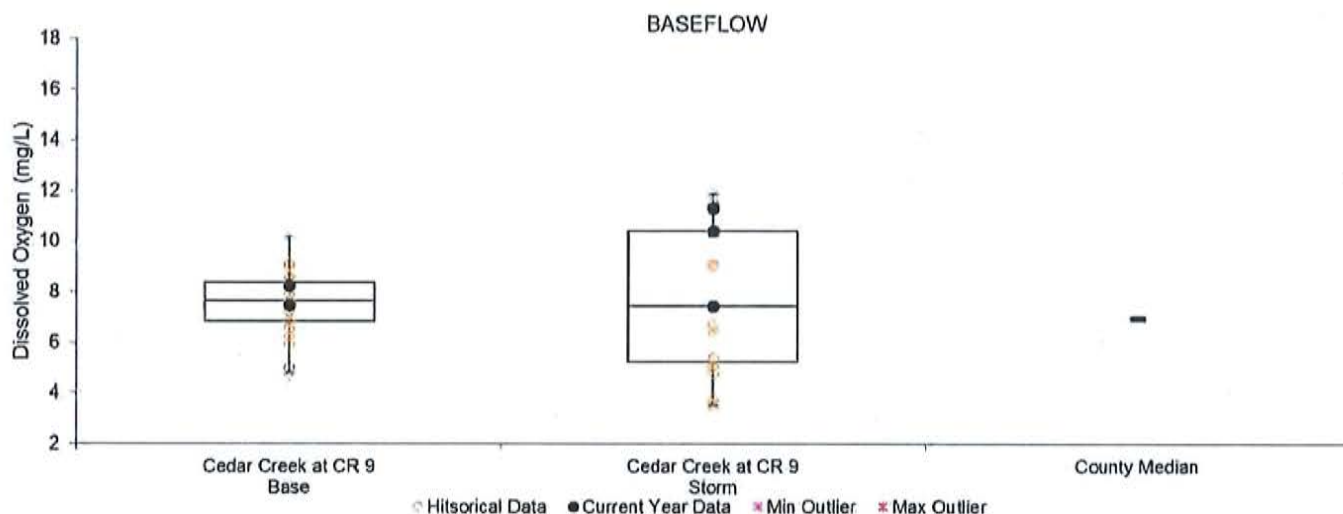


Dissolved Oxygen

Dissolved oxygen is necessary for aquatic life, including fish. Organic pollution consumes oxygen when it decomposes. If oxygen levels fall below the state standard of 5 mg/L aquatic life begins to suffer. In 2016, dissolved oxygen in Cedar Creek was always above 7.0 mg/L. Median dissolved oxygen of all years of data is

7.67mg/L during baseflow and 7.46 mg/L during storm events. Few readings of <5 mg/L, which would be of concern, have been observed at Cedar Creek.

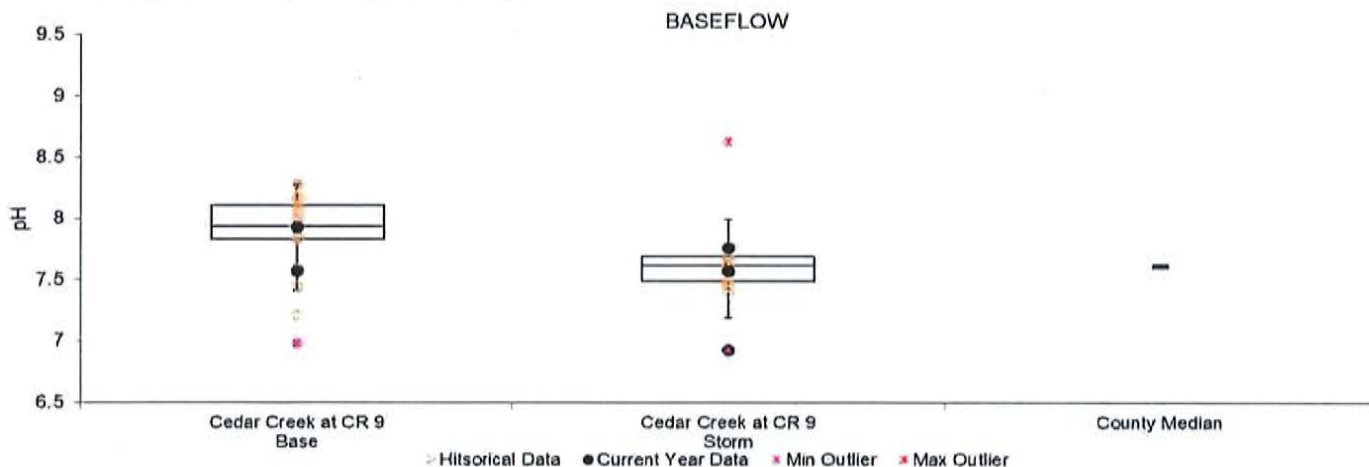
Dissolved oxygen during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



pH

pH refers to the acidity of the water. The Minnesota Pollution Control Agency's water quality standard is for pH to be between 6.5 and 8.5. Cedar Creek has only been recorded outside of this range once historically, and remained well within it in 2016 (see figure below). pH is generally lower during storms than during baseflow. This is because the pH of rain is typically lower (more acidic). While acid rain is a longstanding problem, its effect on this aquatic system is small.

pH during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



Stream Water Quality Monitoring

FORD BROOK

At CR 63, Nowthen

Background

Ford Brook originates at Goose Lake in northwestern Anoka County and flows south. Ford Brook is a tributary to the Rum River. In northwestern Anoka County, it flows relatively undisturbed through the community of Nowthen before joining Trott Brook just prior to the Rum River.

Ford Brook is one of the smaller streams in Anoka County. The watershed is moderately developed with scattered single-family homes, but continues to be developed.



Results Summary

This report includes data from 2016. The following is a summary of results.

- Dissolved constituents, as measured by conductivity, in Ford Brook were above average when compared to similar Anoka County streams. Conductivity averaged 0.442 mS/cm (maximum of 0.488 mS/cm and a minimum of 0.370 mS/cm).
- Phosphorous averaged well below 2015 levels in 2016, but remained in excess of the MPCA water quality standard of 100 ug/L. Ford Brook often exceeds the limit, even during baseflow periods. Phosphorous results in Ford Brook averaged 121 ug/l (maximum of 145ug/l and a minimum of 104 ug/l).
- Suspended solids and turbidity both average below state standards, but turbidity did exceed 25 NTU twice. Total suspended solids averaged 18.6 mg/l (maximum of 24.0 mg/l and a minimum of 7.0 mg/l). Turbidity averaged 17.88 NTU (maximum of 34.6 NTU and a minimum of 5.2 NTU).
- pH was within the range considered healthy for streams in this area. pH averaged 7.52 (maximum of 7.69 and a minimum of 7.35).
- Dissolved oxygen was within the health range for streams. DO averaged 8.62 mg/l (maximum of 11.60 mg/l and a minimum of 6.65 mg/l).

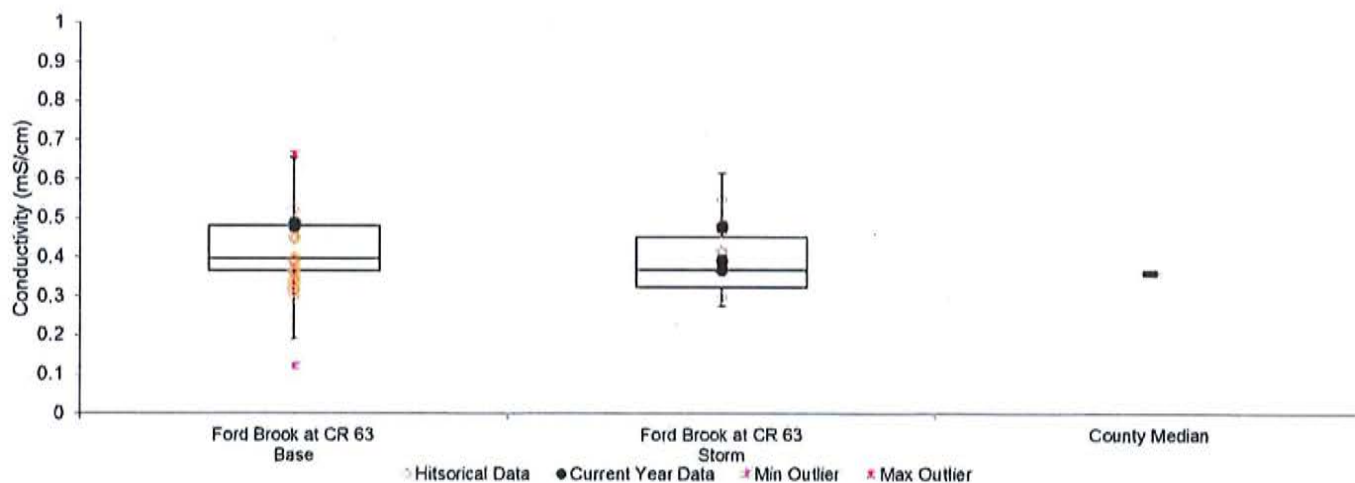
Ford Brook at CR63			3/8/2016	3/16/2016	6/1/2016	6/13/2016	8/25/2016				
	Units	R.L.*	Results	Results	Results	Results	Results	Median	Average	Min	Max
pH		0.1	7.69	7.35	7.67	7.48	7.42	7.48	7.52	7.35	7.69
Conductivity	mS/cm	0.01	0.37	0.394	0.481	0.479	0.488	0.479	0.442	0.370	0.488
Turbidity	NTU	1	25.5	11.3	13	34.6	5.2	12.8	17.88	5.20	34.60
D.O.	mg/L	0.01	12.33	11.27	7.41	6.99	6.35	7.41	8.87	6.35	12.33
D.O.	%	1	100.3	91.7	81.2	80.8	72.3	81.2	85.3	72.3	100.3
Temp.	°C	0.1	4.98	4.7	18.2	20.64	20.22	18.16	13.7	4.7	20.6
Salinity	%	0.01	0.17	0.19	0.20	0.23	0.23	0.2	0.20	0.17	0.23
T.P.	ug/L	10	132	121	104	145	104	121	121	104	145
TSS	mg/L	2	22	22	18.0	24	7	22	18.6	7.0	24.0
Secchi-tube	cm		59	66	89	47	>100	62.5	71	47	89

Conductivity

Median conductivity results in Ford Brook were mildly higher than the median for other Anoka County streams (see table and figures below). Median conductivity in Ford Brook was 0.391 mS/cm (all years) during baseflow conditions and 0.368 mS/cm during storms, compared to the countywide median of 0.362 mS/cm.

The baseflow vs storm flow comparison lends some insight into the pollutant sources. If dissolved pollutants were only elevated during storms, stormwater runoff would be suspected as the primary contributor. If dissolved pollutants were highest during baseflow, pollution of the shallow groundwater which feeds the stream during baseflow would be suspected to be a primary contributor. In Ford Brook we find similar, but slightly lower dissolved pollutants during storms. In other words, both stormwater runoff and groundwater are sources of dissolved pollutants, with shallow groundwater contributing slightly more. While storms dilute some of the baseflow pollutants, they also carry additional pollutants, which can offset the dilution. From a management standpoint, it is important to remember that the sources of both stormwater and baseflow dissolved pollutants are generally the same; it is only the timing of delivery to the stream that is different. Preventing their release into the environment and treating them before infiltration should be a high priority.

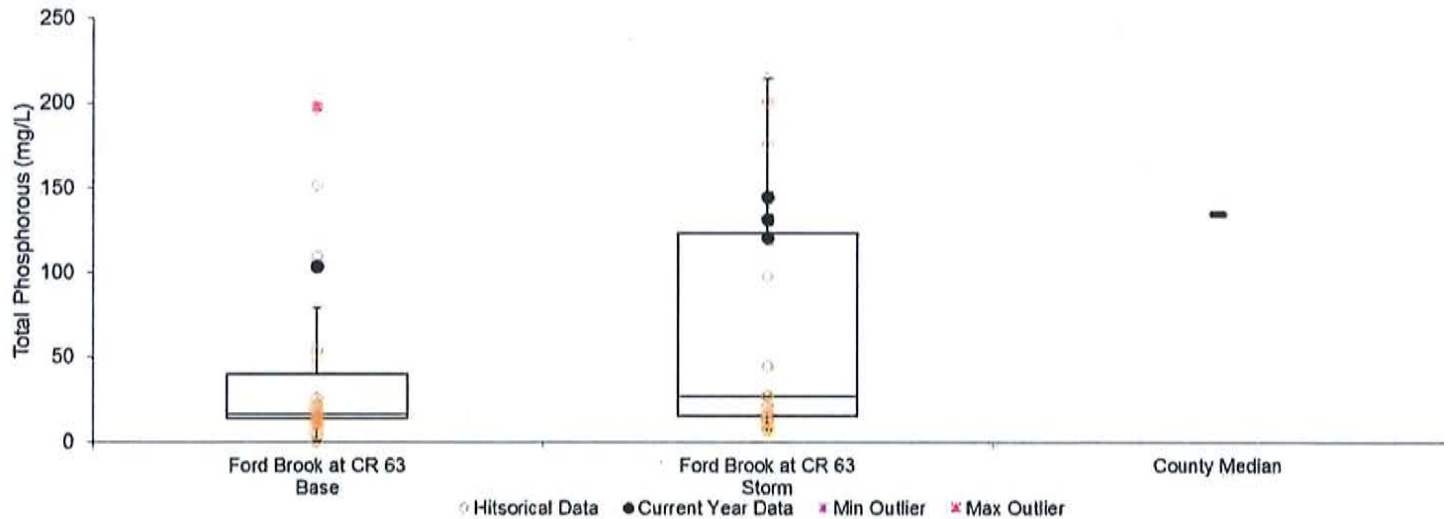
Conductivity at Ford Brook. Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



Total Phosphorus

Total phosphorus (TP) is a common nutrient pollutant. It is limiting for most algae growth. Total phosphorus in Ford Brook has traditionally been low during baseflow conditions and increased during storms (see figures below). In 2016, TP levels in Ford Brook were generally lower than the county median and were considerably down from 2015, but were still in exceedance of the state standard of 100 ug/L. TP was higher during storm events than baseflow. The last three years of data have shown much higher phosphorus levels than previously measured. The median TP level in 2016 was 121 mg/L and ranged from 104 to 145 mg/L.

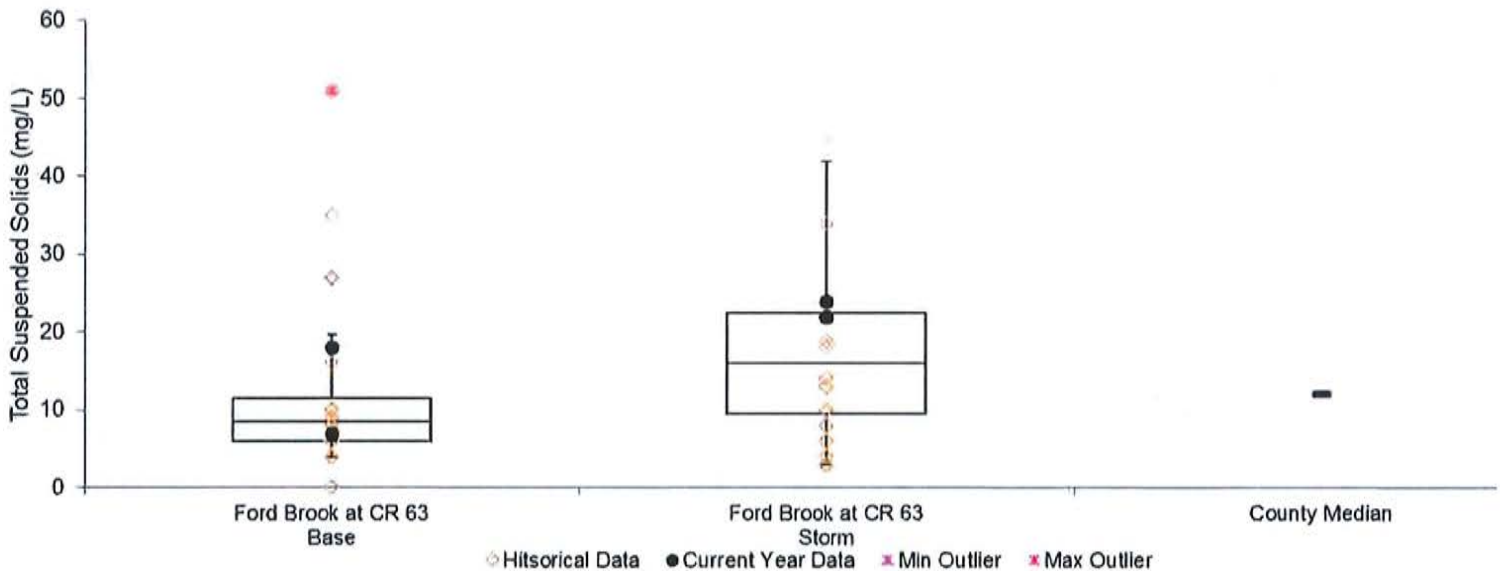
Total Phosphorus at Ford Brook. Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



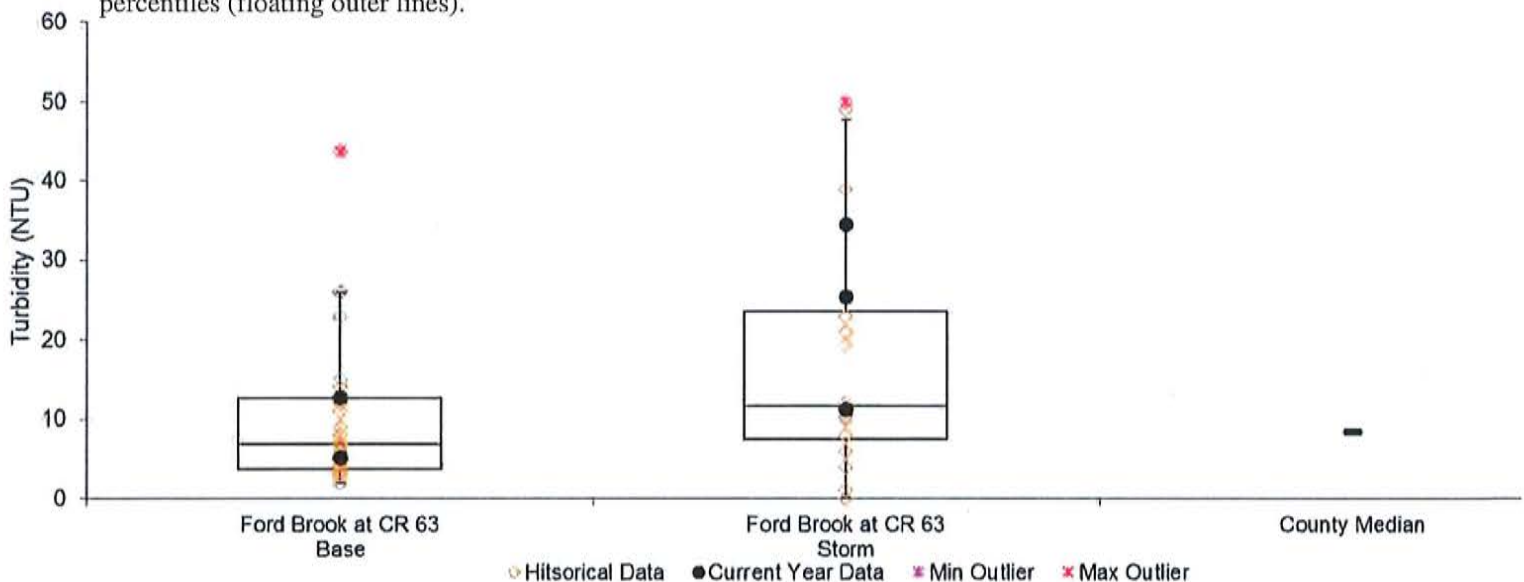
Total Suspended Solids and Turbidity

In Ford Brook both TSS and turbidity are generally low and slightly higher during storm events. Median turbidity for Ford Brook during baseflow (all years) is just 6.8 NTU. Turbidity during storm events is higher with a median (all years) of 11.65 NTU. These medians flank the countywide median of 8.5 NTU for all conditions. In 2016, two of five readings exceeded the MPCA's water quality standard of 25 NTU though only four of thirty-three measurements exceeded it in past years. Median 2016 TSS was 22 mg/L, much higher than last year and higher than the median for streams countywide of 12 mg/L. No individual TSS measurements exceeded the state water quality standard of 30 mg/L in 2016.

Total Suspended Solids at Ford Brook. Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



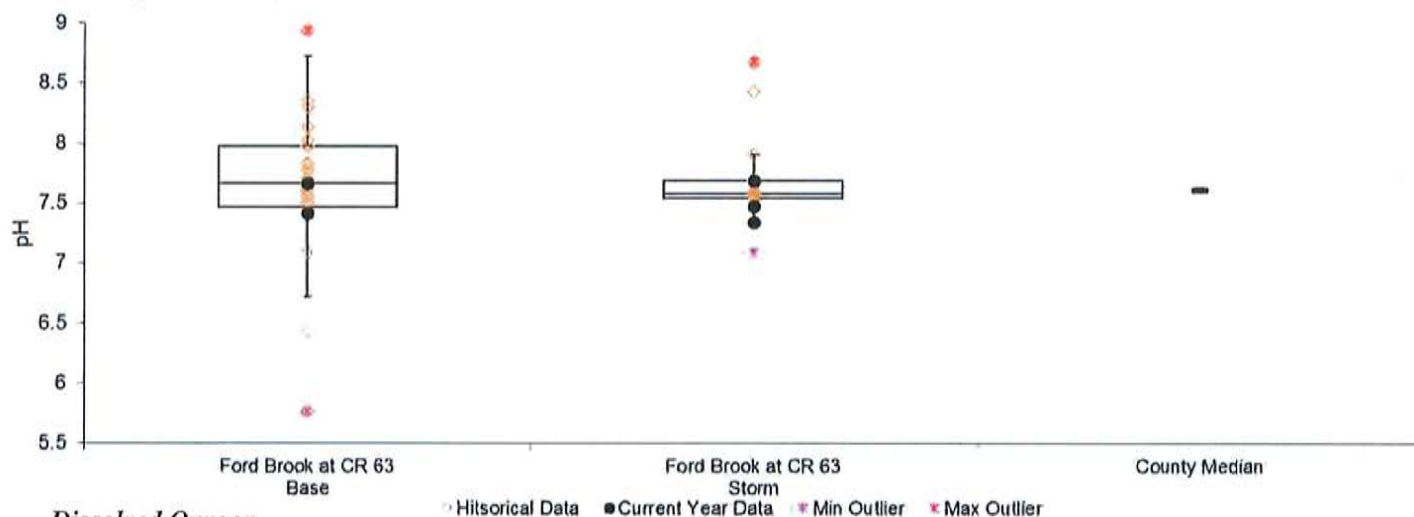
Turbidity at Ford Brook. Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



pH

pH remained well within the acceptable range in 2016. pH is to be between 6.5 and 8.5 according to MPCA water quality standards. While occasional readings outside of this range have occurred in previous years, they were not large departures that generated concern. In 2016, pH ranged from 7.35 to 7.69, which is well within the acceptable range.

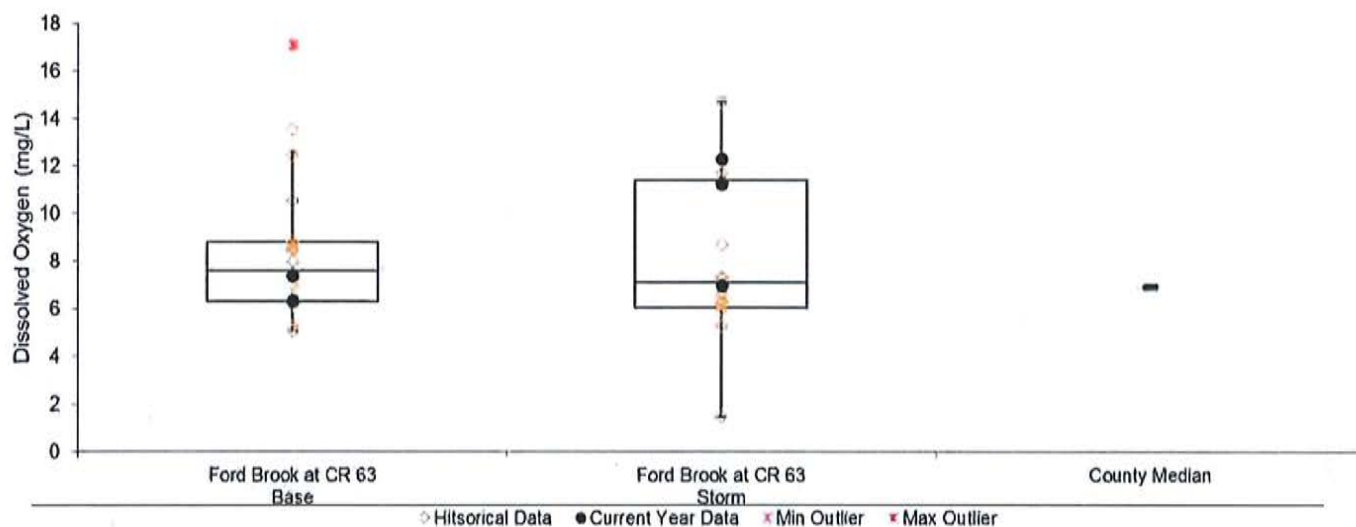
pH at Ford Brook. Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



Dissolved Oxygen

Dissolved oxygen in Ford Brook was within acceptable levels. None of the samples collected have been below the 5 mg/L standard, with the lowest recording in 2016 being 6.35 mg/L

Dissolved Oxygen at Ford Brook. Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



Stream Water Quality Monitoring

SEELYE BROOK

Seelye Brook at Co. Rd. 7, St. Francis

STORET SiteID = S003-204

Background

Seelye Brook originates in southwestern Isanti County and flows south through northwest Anoka County, draining into the Rum River just east of the sampling site. This stream is low gradient, like most other streams in the area. It has a silty or sandy bottom and lacks riffle-pool sequences. It is a moderate to large stream for Anoka County, with a typical baseflow width of 20-25 feet.

The sampling site is in the road right of way of the Highway 7 crossing. The bridge footings and poured concrete are significant features of the sampling site, which is otherwise sandy-bottom. This site also experiences scour during high flow because flow is constricted under the bridge. Banks are steep and undercut.



Results Summary

This report includes data from 2016. The following is a summary of results.

- Dissolved constituents, as measured by conductivity and chlorides. Conductivity results in Seelye Brook are considered higher than average when compared to similar Anoka County streams. Conductivity averaged 0.430 mS/cm (maximum of 0.522 mS/cm and a minimum of 0.278 mS/cm).
- Phosphorous averaged above the MPCA water quality standard of 100 ug/L. Seelye Brook often exceeds the limit, even during baseflow periods. Phosphorous in Seelye Brook averaged 133 ug/l (maximum of 163 ug/l and a minimum of 104 ug/l) in 2016.
- Suspended solids and turbidity were generally quite low throughout the season following the high readings right away in March. Suspended solids averaged 9.0 mg/l (maximum of 19.0 mg/l and a minimum of 3.0 mg/l). Turbidity averaged 9.30 NTU (maximum of 25.30 NTU and a minimum of 0.0 NTU)
- pH was within the range considered normal and healthy for streams in this area. pH averaged 7.60 (maximum of 7.86 and a minimum of 7.19).
- Dissolved oxygen was within the healthy range for a stream. DO averaged 9.01 mg/l (maximum of 12.79 mg/l and a minimum of 6.01 mg/l).

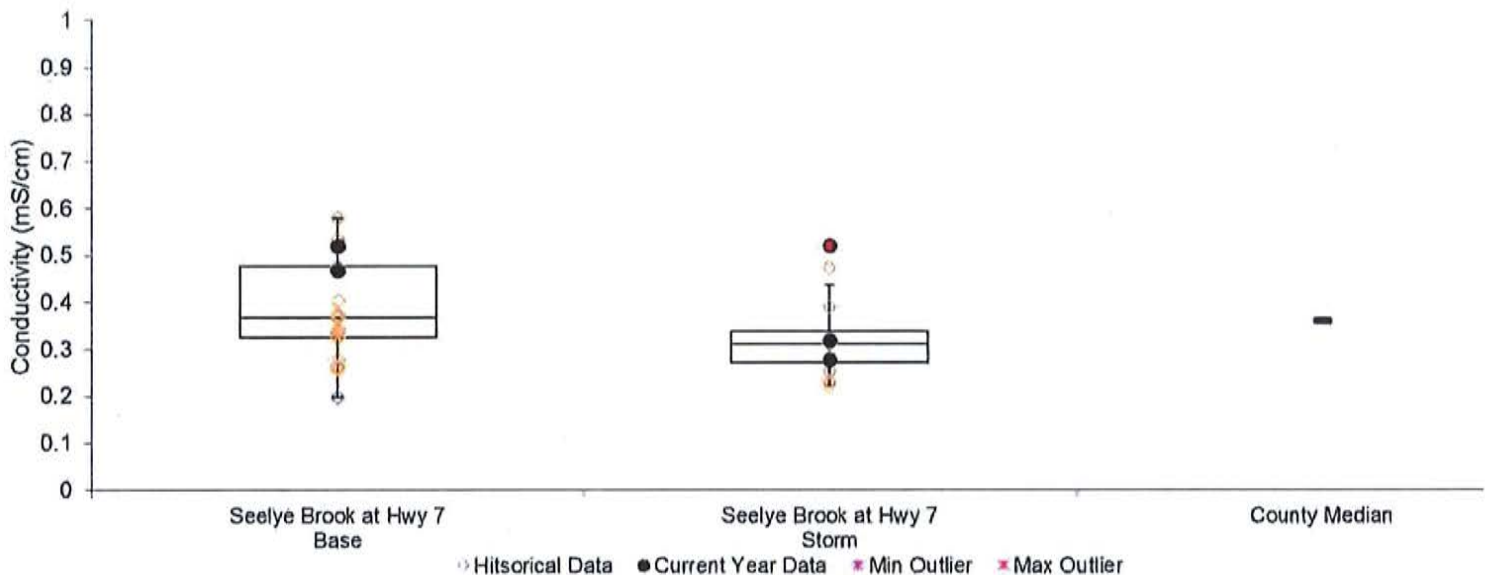
Seelye Brook at Hwy 7			3/8/2016	3/16/2016	6/1/2016	6/13/2016	8/25/2016				
	Units	R.L.*	Results	Results	Results	Results	Results	Median	Average	Min	Max
pH		0.1	7.69	7.19	7.8	7.86	7.34	7.69	7.60	7.19	7.86
Conductivity	mS/cm	0.01	0.32	0.278	0.521	0.522	0.469	0.47	0.430	0.278	0.522
Turbidity	NTU	1	25.3	3.5	8.5	10	0	8.50	9.30	0.00	25.30
D.O.	mg/L	0.01	12.79	10.82	8	8.21	6.01	8.21	9.01	6.01	12.79
D.O.	%	1	101.6	87.5	84.8	92.2	67.1	87.50	86.8	67.1	101.6
Temp.	°C	0.1	3.72	4.54	166.64	19.6	19.49	19.49	38.9	3.7	166.6
Salinity	%	0.01	0.15	0.13	0.25	0.25	0.23	0.23	0.21	0.13	0.25
T.P.	ug/L	10	163	131	139	131	104	131.00	133	104	163
TSS	mg/L	2	19	9	10.0	4	3	9.00	9.0	3.0	19.0
Secchi-tube	cm		74	91	>100	>100	>100	100.00	>100	74	100

CONDUCTIVITY

Conductivity and chlorides are measures of dissolved pollutants. Dissolved pollutant sources include urban road runoff, industrial chemicals, among many others. Metals, hydrocarbons, road salts, and others are often of concern in a suburban environment. Conductivity is the broadest measure of dissolved pollutants we used. It measures electrical conductivity of the water; pure water with no dissolved constituents has zero conductivity. Chlorides are the measure of chloride salts, the most common of which are road de-icing chemicals. Chlorides can also be present in other pollutant types, such as wastewater. These pollutants are of greatest concern because of the effect they can have on the stream's biological community.

Chlorides were not sampled in 2016 and thus not displayed below. Historical chloride data can be obtained from the Anoka Conservation District and is also available through the Minnesota Pollution Control Agency's EQuIS database, which is available through their website.

Conductivity during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).

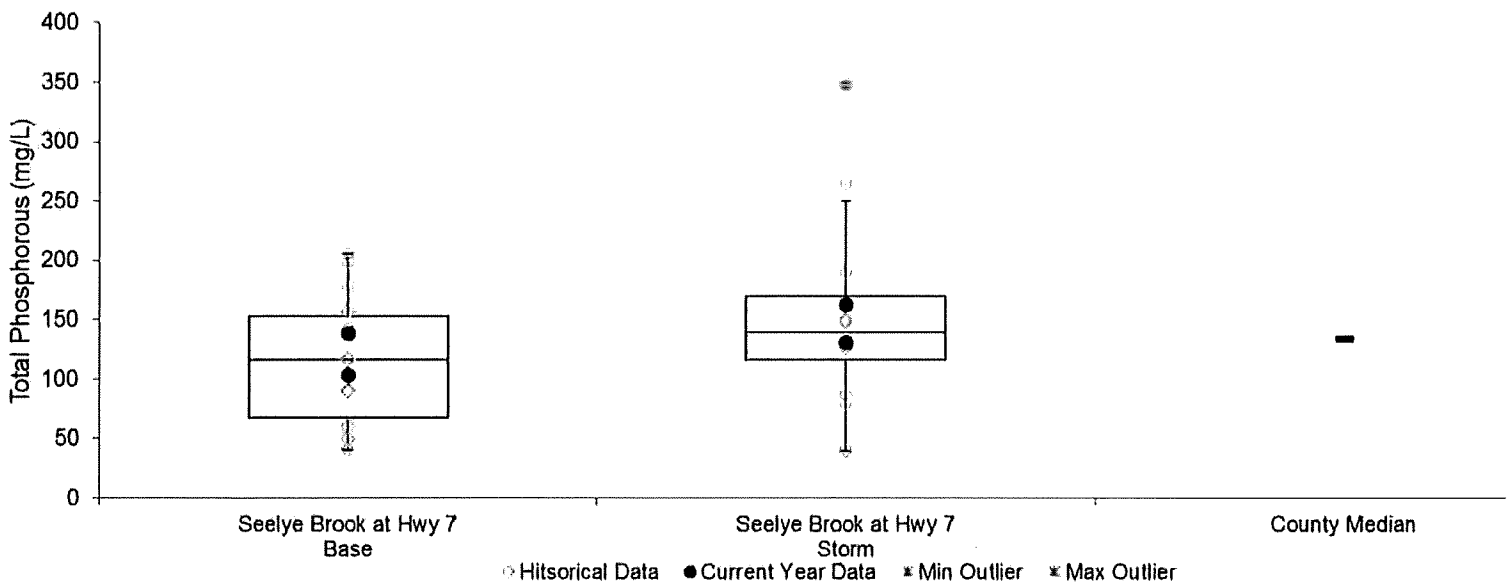


Conductivity has historically been acceptably low in Seelye Brook at Hwy 7. Median conductivity (all years) is 0.368 mS/cm during baseflow and 0.3125 mS/cm during storm events. Both are lower than the median for Anoka County streams of 0.362 mS/cm. From June of 2016 onward, however, the three conductivity readings were all 0.469 mS/cm or higher. These include two of the highest readings ever recorded in Seelye Brook, one during baseflow and one following a storm event.

Total Phosphorus

Total phosphorus in Seelye Brook was high overall in 2016, though slightly down from the previous year. This nutrient is one of the most common pollutants in our region and can be associated with runoff and many other sources. The median phosphorus concentration at Seelye Brook at Hwy 7 (all years) is 116.5 ug/L during baseflow and 140 ug/L during storm events. Each reading in 2016 was over the state standard of 100 ug/L with all but one reading over 130 ug/L. In all, phosphorus in Seelye Brook is at concerning levels and should continue to be an area of pollution control effort as the area urbanizes.

Total phosphorus during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



Turbidity and Total Suspended Solids (TSS)

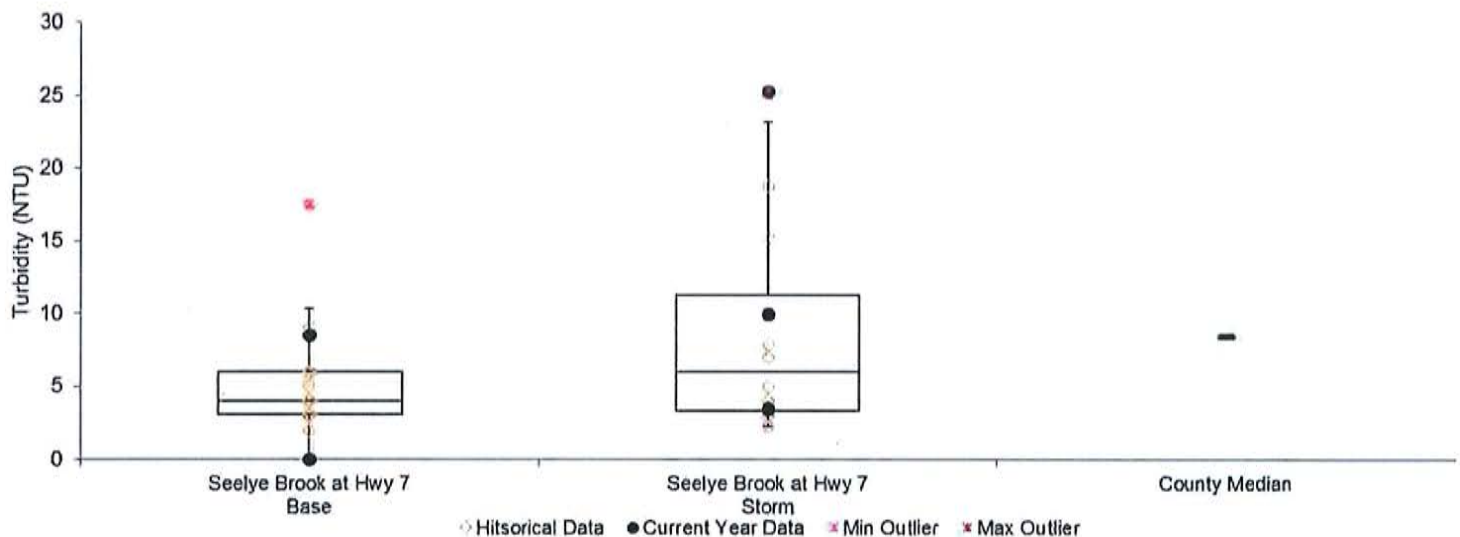
Turbidity and total suspended solids (TSS) are two different measurements of solid material suspended in the water. Turbidity is measured by refraction of a light beam passed through a water sample. It is most sensitive to large particles. Total suspended solids are measured by filtering solids from a water sample and weighing the filtered material. The amount of suspended material is important because it affects transparency and aquatic life, and because many other pollutants are attached to particles. Many stormwater treatment practices such as street sweeping, sumps, and stormwater settling ponds target sediment and attached pollutants.

Overall, turbidity in Seelye Brook remains low compared to other streams with its highest reading ever recorded in 2016 of 25.3 NTU. The median turbidity (all years) is 4 NTU during baseflow and 6 NTU during storm events, which is lower than the median for Anoka County streams of 8.5 FNRU. Turbidity was elevated on a few occasions. In 2016 suspended solids and turbidity levels were relatively high (for this site early), but then dipped lower later in the year.

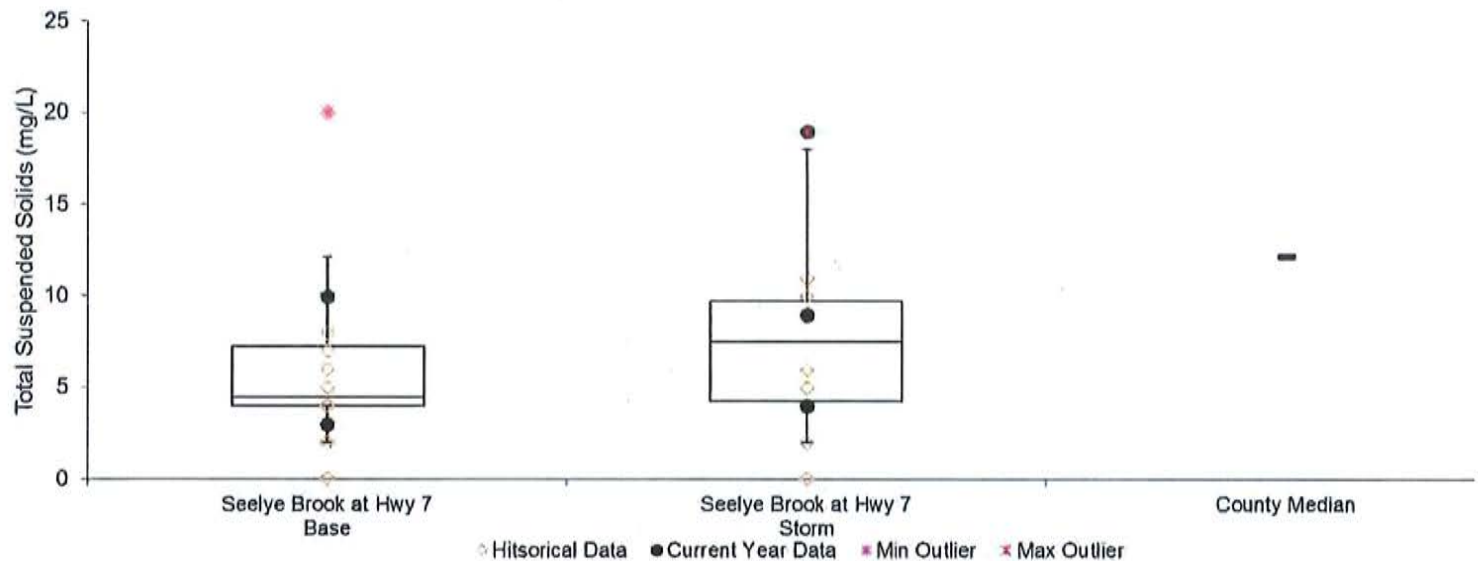
In 2016 suspended solids and turbidity levels were relatively high (for this site early), but then dipped lower later in the year. Both the highest and lowest turbidity readings ever recorded at this site were recorded in 2016, with the highest measured following a storm event.

It is important to note the suspended solids can come from sources within and outside of the river channel. Sources on land include soil erosion, road sanding, and others. Riverbank erosion and movement of the river bottom also contributes to suspended solids. A moderate amount of this "bed load" is natural and expected. Both turbidity and TSS, while low, should continue to be monitored in this watershed. This monitoring can be especially important as development of the area continues and can be an indicator of poor erosion management practices.

Turbidity during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



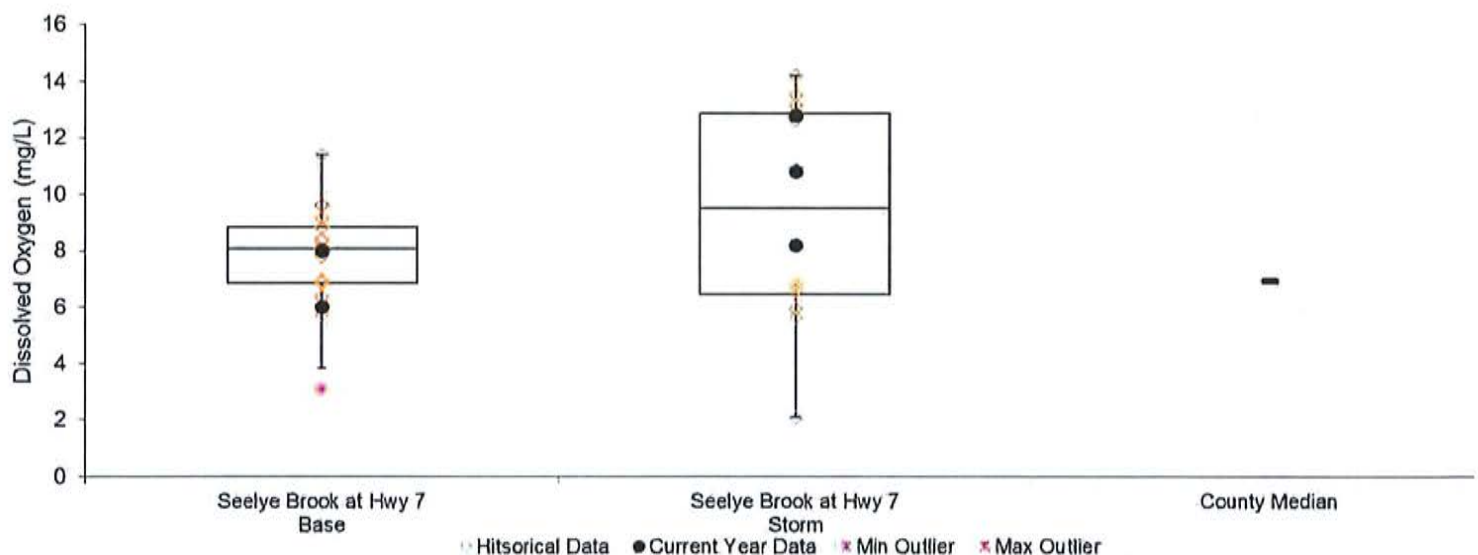
Total Suspended Solids during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



Dissolved Oxygen

Dissolved oxygen is necessary for aquatic life, including fish. Organic pollution consumes oxygen when it decomposes. If oxygen levels fall below the state standard of 5 mg/L, aquatic life begins to suffer. Seelye Brook's dissolved oxygen levels were typically well above this mark in 2016 with the lowest recorded DO being 6.01 mg/L. Median dissolved oxygen (all years) is 8.08 mg/L during baseflow and 9.51 mg/L during storm events.

Dissolved oxygen during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).

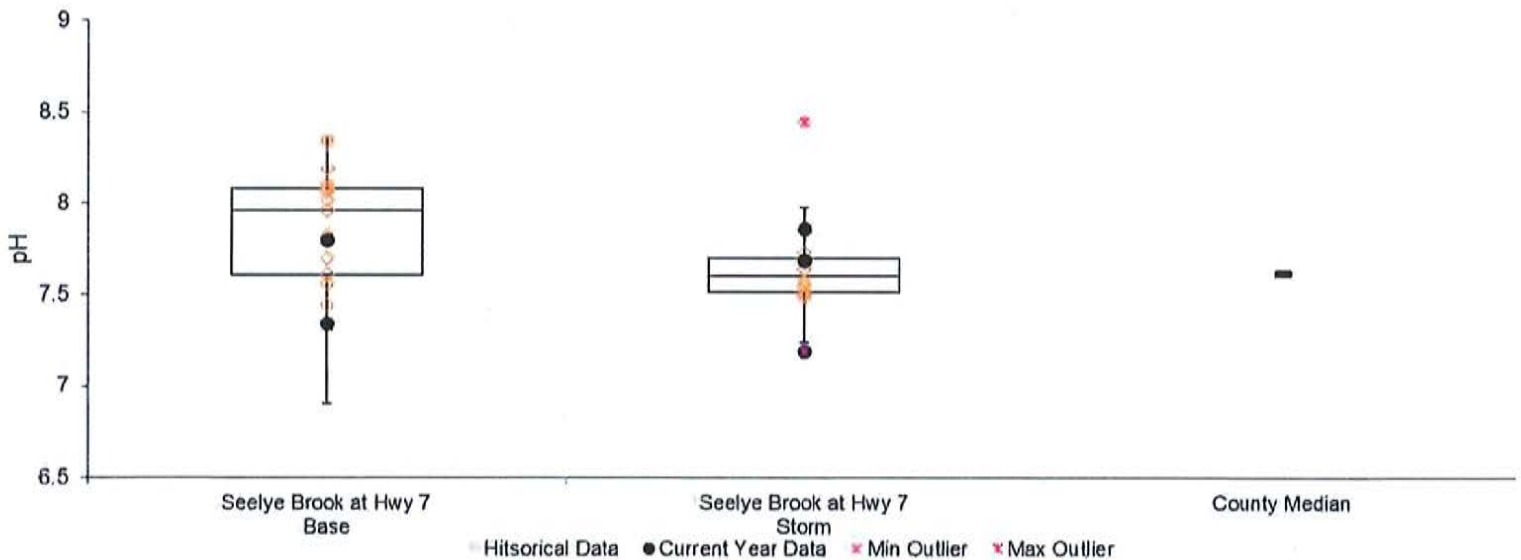


pH

pH refers to the acidity of the water. The Minnesota Pollution Control Agency's water quality standard is for pH to be between 6.5 and 8.5. Seelye Brook has not exceeded this range during any of the years the ACD has sampled it (see figure below).

It is interesting to note that pH is generally slightly lower during storms than during baseflow conditions. This is because the pH of rain is typically lower (more acidic). While acid rain is a longstanding problem, its effect on this aquatic system is small.

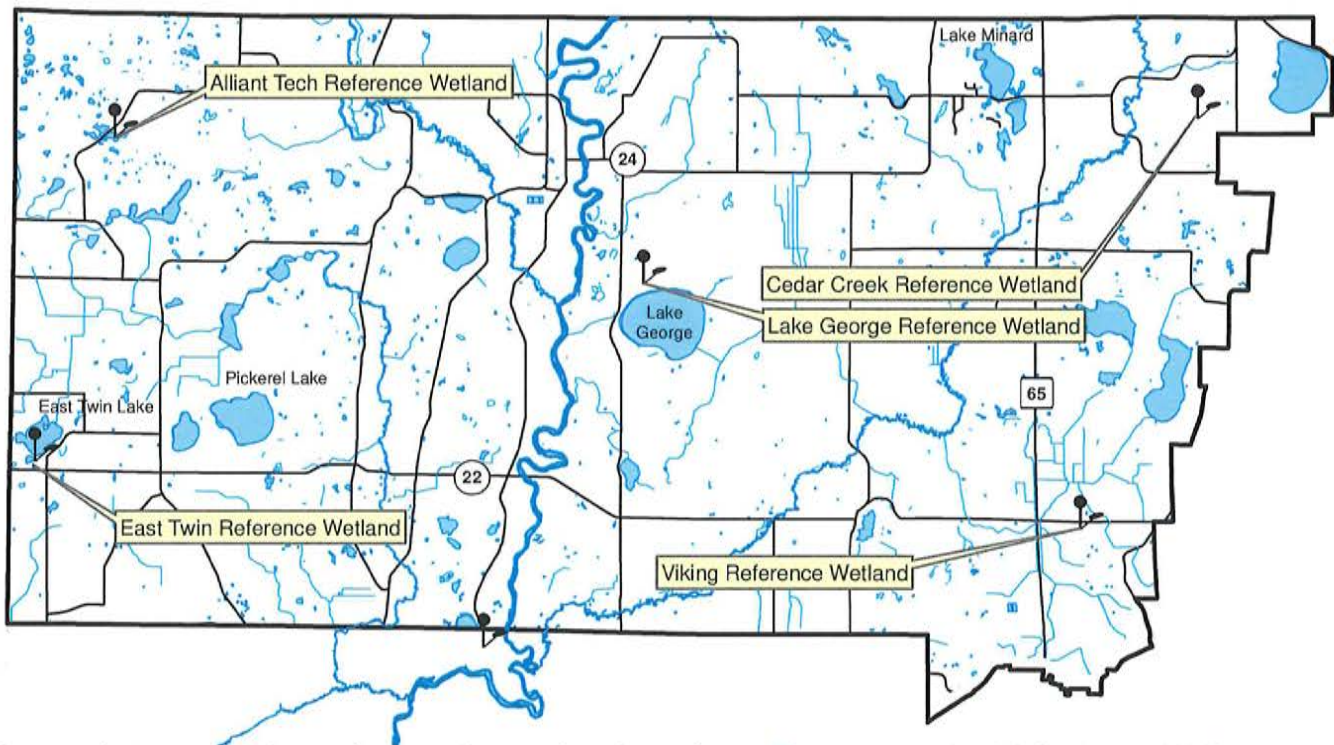
pH during baseflow and storm conditions Orange diamonds are historical data from previous years and black circles are 2016 readings. Box plots show the median (middle line), 25th and 75th percentile (ends of box), and 10th and 90th percentiles (floating outer lines).



Wetland Hydrology

- Description:** Continuous groundwater level monitoring at a wetland boundary, to a depth of 40 inches. Countywide, the ACD maintains a network of 23 wetland hydrology monitoring stations.
- Purpose:** To provide understanding of wetland hydrology, including the impacts of climate and land use. These data aid in delineation of nearby wetlands by documenting hydrologic trends including the timing, frequency, and duration of saturation.
- Locations:** Alliant Tech Reference Wetland, Alliant Tech Systems property, St. Francis
Cedar Creek, Cedar Creek Natural History Area, East Bethel
East Twin Reference Wetland, East Twin Township Park, Nowthen
Lake George Reference Wetland, Lake George County Park, Oak Grove
Viking Meadows Reference Wetland, Viking Meadows Golf Course, East Bethel
- Results:** See the following pages. Raw data and updated graphs can be downloaded from www.AnokaNaturalResources.com using the Data Access Tool.

Upper Rum River Watershed Wetland Hydrology Monitoring Sites



Wetland Hydrology Monitoring

ALLIANT TECH REFERENCE WETLAND

Alliant Techsystems Property, St. Francis

Site Information

Monitored Since: 2001
 Wetland Type: 5
 Wetland Size: ~12 acres
 Isolated Basin? Yes
 Connected to a Ditch? No

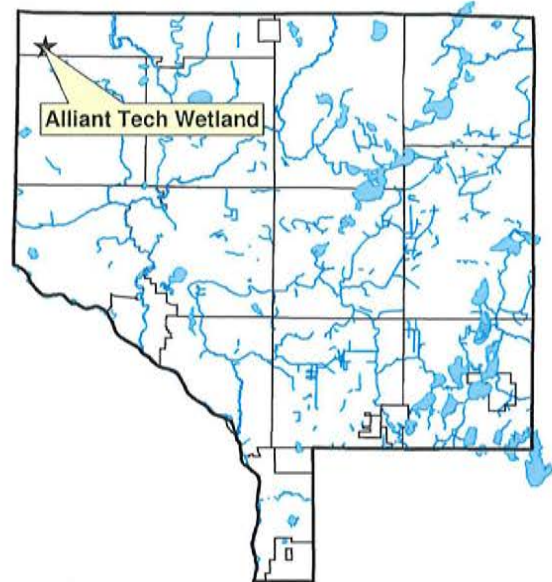
Soils at Well Location:

Horizon	Depth	Color	Texture	Redox
A	0-8	N2/0	Mucky loam	-
Bg	8-35	5y5/1	Sandy loam	-

Surrounding Soils: Emmert

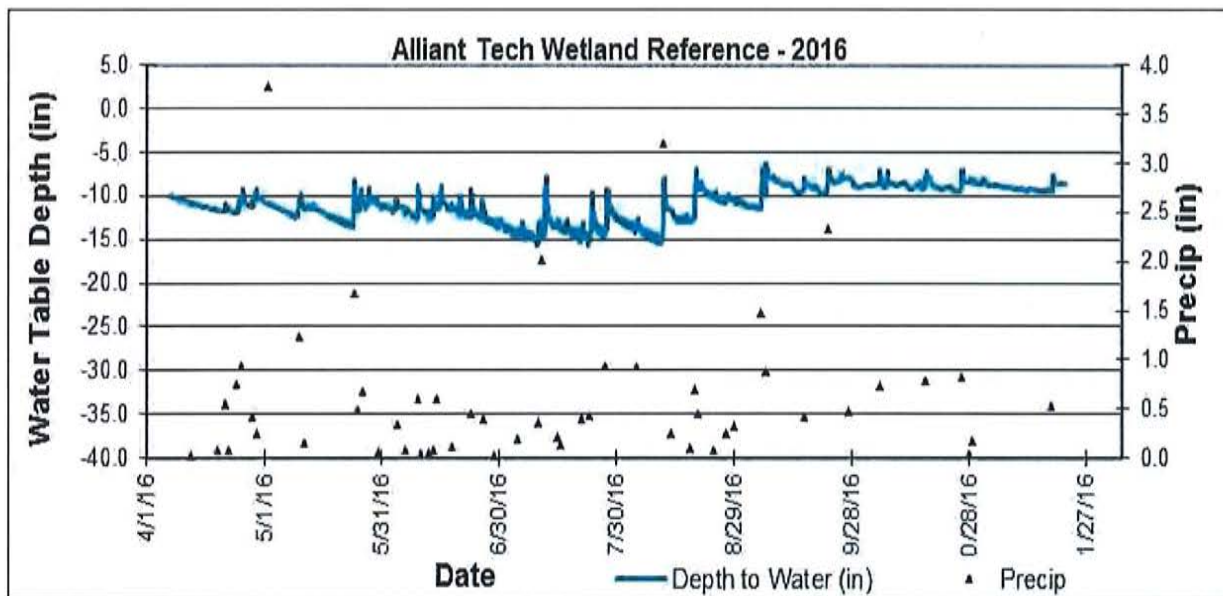
Vegetation at Well Location:

Scientific	Common	% Coverage
Carex Spp	Sedge undiff.	90
Lycopus americanus	American Bungleweed	20
Phalaris arundinacea	Reed Canary Grass	5



Other Notes: This wetland lies next to the highway, in a low area surrounded by hilly terrain. It holds water throughout the year, and has a beaver den.

2016 Hydrograph



Wetland Hydrology Monitoring

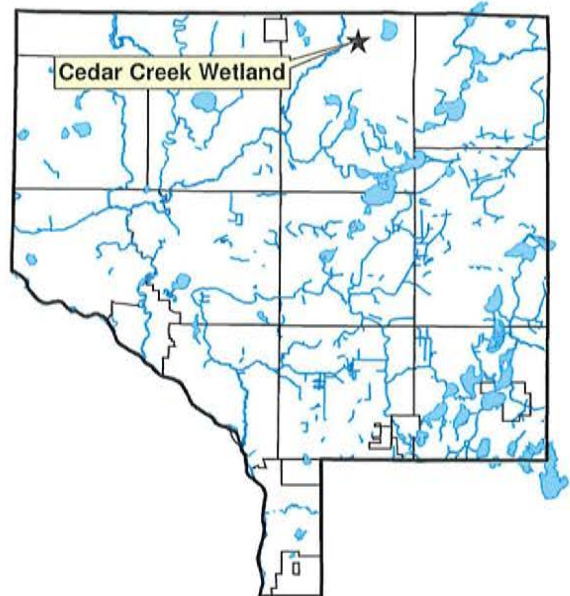
CEDAR CREEK REFERENCE WETLAND

Univ. of Minnesota Cedar Creek Natural History Area, East Bethel

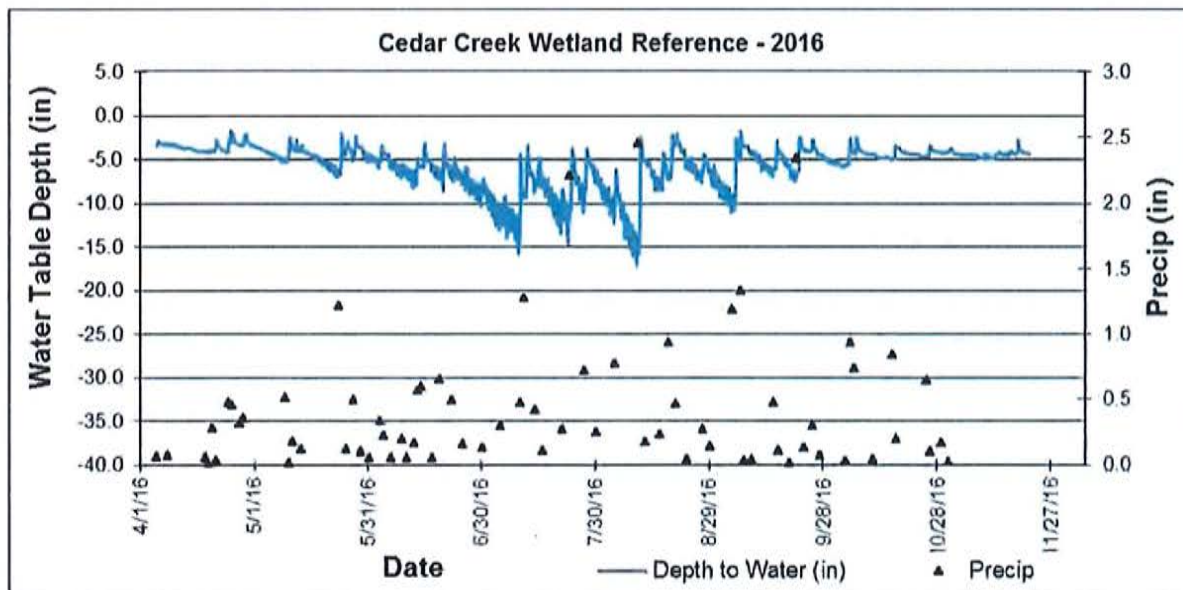
Site Information

Monitored Since: 1996
Wetland Type: 6
Wetland Size: unknown, likely >150 acres
Isolated Basin? No
Connected to a Ditch? No
Soils at Well Location: not yet available
Surrounding Soils: Zimmerman
Vegetation at Well Location: not yet available
Other Notes:

The Cedar Creek Ecosystem Science Reserve, where this wetland is located, is a University of Minnesota research area. Much of this area, including the area surrounding the monitoring site, is in a natural state. This wetland probably has some hydrologic connection to the floodplain of Cedar Creek, which is 0.7 miles from the monitoring site.



2016 Hydrograph



Wetland Hydrology Monitoring

EAST TWIN REFERENCE WETLAND

East Twin Lake Township Park, Nowthen

Site Information

Monitored Since: 2001
Wetland Type: 5
Wetland Size: ~5.9 acres
Isolated Basin? Yes
Connected to a Ditch? No

Soils at Well Location:

Horizon	Depth	Color	Texture	Redox
A	0-8	10yr 2/1	Mucky Loam	-
Oa	Aug-40	N2/0	Organic	-

Surrounding Soils: Lake Beach, Growton and Heyder fine sandy loams

Vegetation at Well Location:

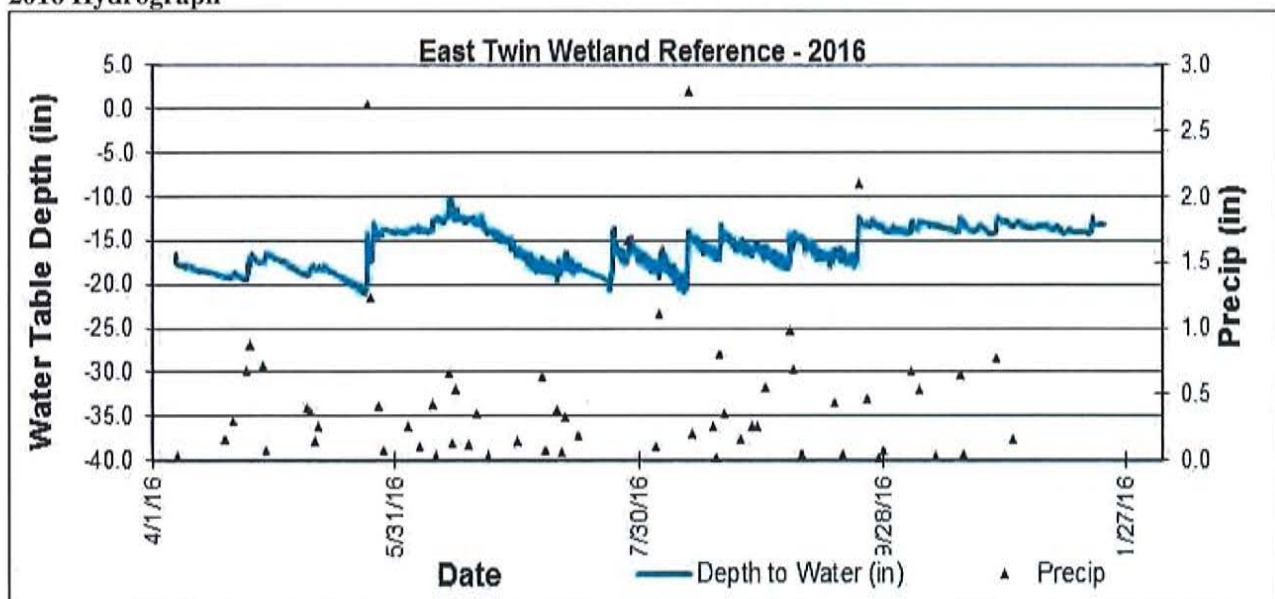
Scientific	Common	% Coverage
Phalaris arundinacea	Reed Canary Grass	100
Cornus amomum	Silky Dogwood	30
Fraxinus pennsylvanica	Green Ash	30



Other Notes:

This wetland is located within East Twin Lake County Park, and is only 180 feet from the lake itself. Water levels in the wetland are influenced by lake levels.

2016 Hydrograph



Wetland Hydrology Monitoring

LAKE GEORGE REFERENCE WETLAND

Lake George County Park, Oak Grove

Site Information

Monitored Since: 1997
Wetland Type: 3/4
Wetland Size: ~9 acres
Isolated Basin? Yes, but only separated from wetland complexes by roadway.
Connected to a Ditch? No
Soils at Well Location:

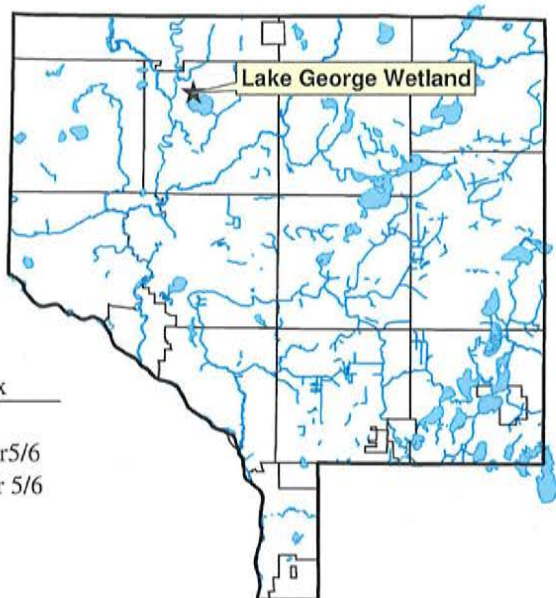
Horizon	Depth	Color	Texture	Redox
A	0-8	10yr2/1	Sandy Loam	-
Bg	8-24	2.5y5/2	Sandy Loam	20% 10yr5/6
2Bg	24-35	10gy 6/1	Silty Clay Loam	10% 10yr 5/6

Surrounding Soils: Lino loamy fine sand and Zimmerman fine sand

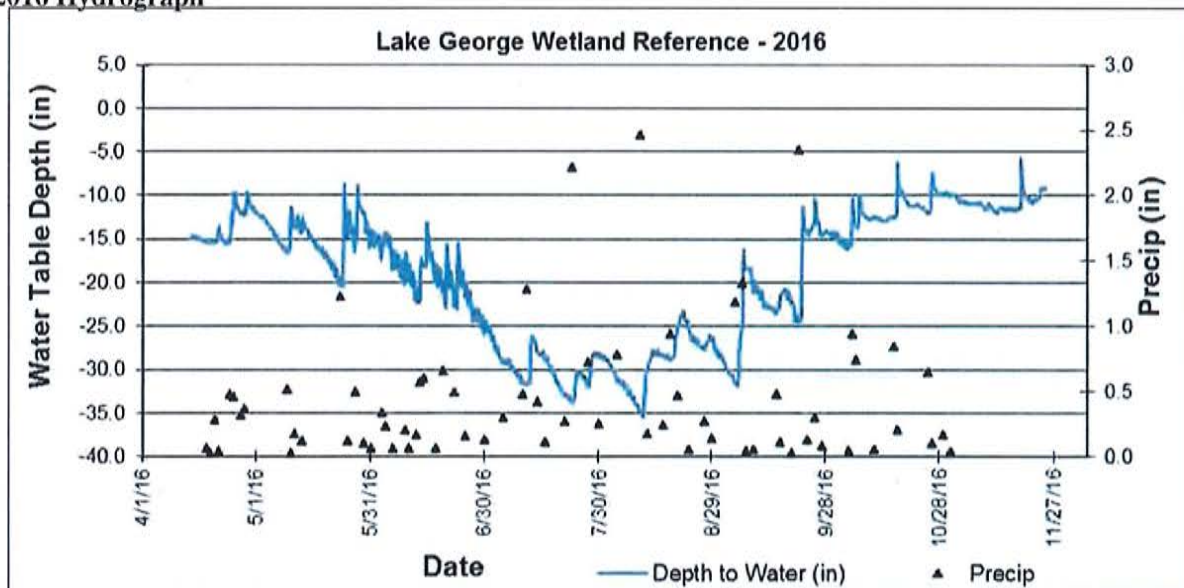
Vegetation at Well Location:

Scientific	Common	% Coverage
Cornus stolonifera	Red-osier Dogwood	90
Populus tremuloides	Quaking Aspen	40
Quercus rubra	Red Oak	30
Onoclea sensibilis	Sensitive Fern	20
Phalaris arundinacea	Reed Canary Grass	10

Other Notes: This wetland is located within Lake George County Park, and is only about 600 feet from the lake itself. Much of the vegetation within the wetland is cattails.



2016 Hydrograph



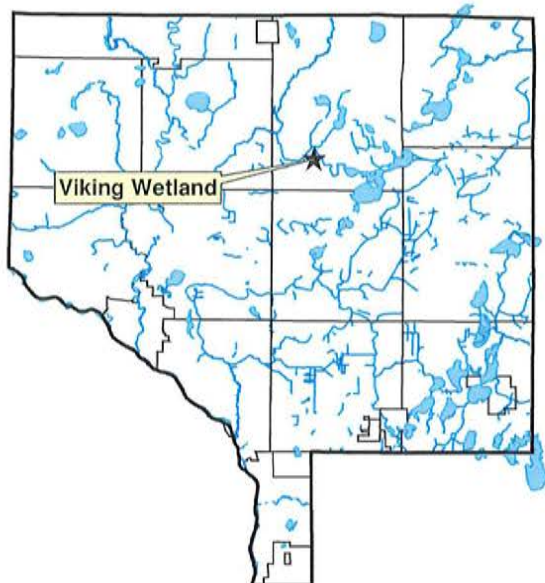
Wetland Hydrology Monitoring

VIKING MEADOWS REFERENCE WETLAND

Viking Meadows Golf Course, East Bethel

Site Information

Monitored Since: 1999
 Wetland Type: 2
 Wetland Size: ~0.7 acres
 Isolated Basin? No
 Connected to a Ditch? Yes, highway ditch is tangent to wetland



Soils at Well Location:

Horizon	Depth	Color	Texture	Redox
A	0-12	10yr2/1	Sandy Loam	-
Ab	12-16	N2/0	Sandy Loam	-
Bg1	16-25	10yr4/1	Sandy Loam	-
Bg2	25-40	10yr4/2	Sandy Loam	5% 10yr5/6

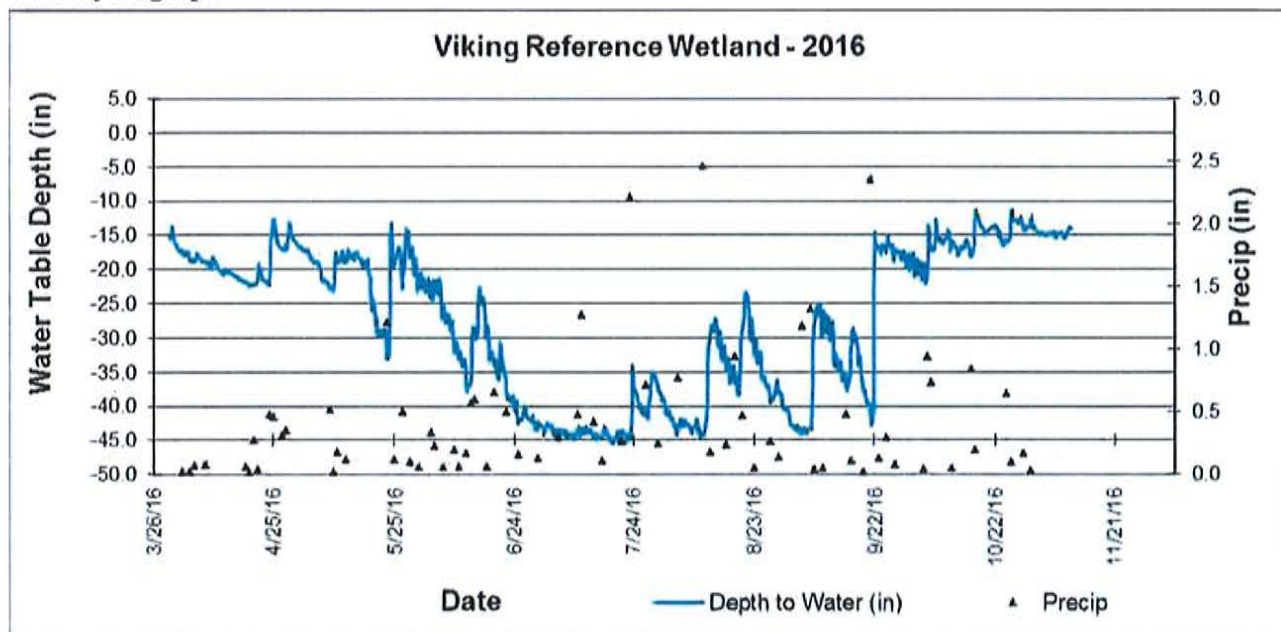
Surrounding Soils: Zimmerman fine sand

Vegetation at Well Location:

Scientific	Common	% Coverage
Phalaris arundinacea	Reed Canary Grass	100
Acer rubrum (T)	Red Maple	75
Acer negundo (T)	Boxelder	20

Other Notes: This wetland is located at the entrance to Viking Meadows Golf Course, and is adjacent to Viking Boulevard (Hwy 22).

2016 Hydrograph



Lake George Stormwater Retrofit Analysis – Interim Summary Report

Description: Lake George is a premier recreation lake in Anoka County. Water quality, especially Secchi transparency, has been declining in Lake George in the past decade. The Lake George Improvement District and Anoka Conservation District have partnered on a State Clean Water Fund grant to determine the sources of pollution to Lake George and identify specific projects to correct the lake water quality decline. 2016 was the first year of this multi-year grant and was focused on monitoring and intensive data collection from within the Lake George lakeshed. This monitoring will be continued and followed by modelling of the watershed to help identify sources of pollutant loading and target areas for water quality improvement projects.

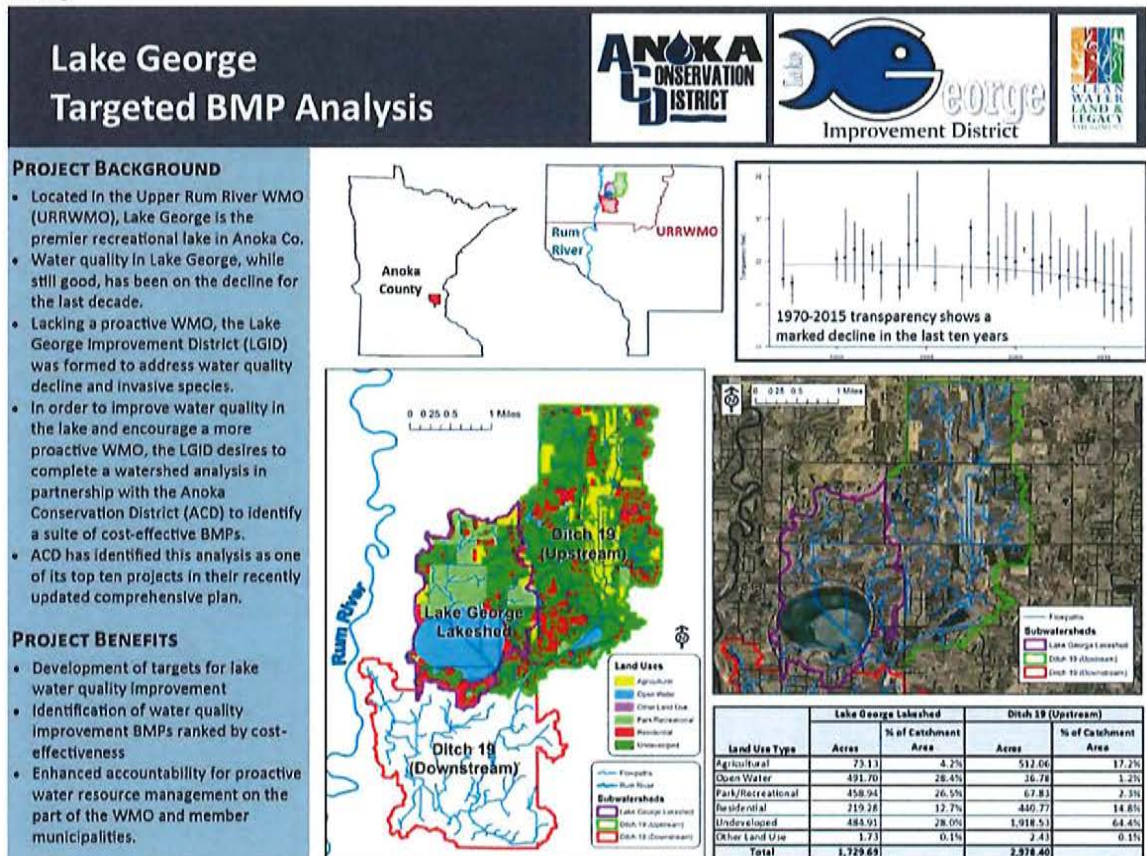
2016 Water Monitoring Locations:

Outfall Lake George at the North side of the Lake
 Outfall into Lake George at the NE side of the Lake
 Outfall into Lake George at Ditch 19 (alternate site at upstream weir)
 Tributary at 221st W of Zion
 Tributary at 221st E of Zion
 Tributary at 221st E of Nightingale
 Ditch 19 at 221st
 Ditch 19 at Bluebird and 229th

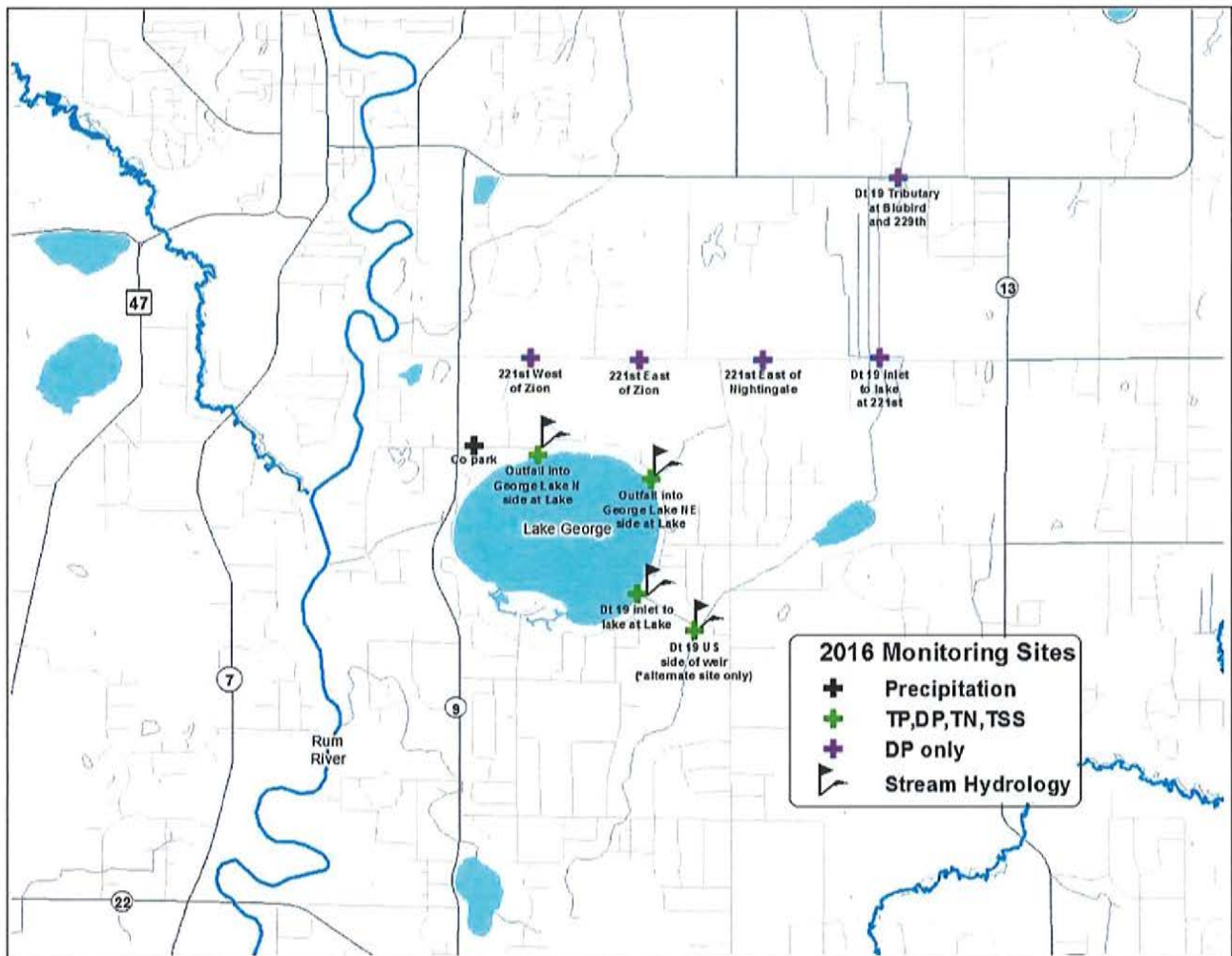
Purpose: Identify nutrient loading rates from Lake George tributaries to aid in targeting water quality improvement projects. The final work product, due in by December 2018, will be a report detailing specific water quality projects to address the decline in Lake George water quality.

Results: Sampling results and the next steps for this project are provided in detail below

Study Summary



Lake George Stormwater Retrofit Analysis Study monitoring sites



TP = total phosphorus, DP = dissolved phosphorus, TN = total nitrogen, TSS = total suspended solids.

*Ditch 19 upstream of the weir was used only as an alternate site when lake levels were high enough to reverse flow at the Ditch 19 outfall.

Stream monitoring data at Lake George outfall sites

Outfall George Lake NSide @ Lake			5/12/2016	5/20/2016	6/2/2016	6/8/2016	6/14/2016	6/20/2016	9/22/2016	11/15/2016	Average	Min	Max
Units	R.L.*	Results	Results	Results	Results	Results	Results	Results	Results	Results			
pH		0.1	7.07	6.9	6.56	6.56	6.83	6.31	6.25	7.19	6.71	6.25	7.19
Conductivity	mS/cm	0.01	0.279	0.288	0.37	0.411	0.38	0.337	0.266	0.187	0.31	0.19	0.41
Turbidity	NTU	1	9	0.4	5	8.1	4.8	14.5	7.7	6.6	6.96	0.40	14.50
D.O.	mg/L	0.01	5.08	3.82	0.99	0.81	0.65	0.77	2.28	5.73	2.51	0.65	5.73
D.O.	%	1	47.6	36.2	10.1	8	7	8.7	22.6	44	23.03	7.00	47.60
Temp.	°C	0.1	11.18	11.8	14.8	14.15	18.38	20.29	15.62	4.38	13.82	4.38	20.29
Salinity	‰	0.01	0.13	0.14	0.18	0.2	0.18	0.16	0.13	0.09	0.15	0.09	0.20
T.P.	ug/L	10	25	11	87	95	186	194	100	0.7	87.34	0.70	194.00
TSS	mg/L	2	8	<2	6.0	10	10	9	4	4	6.63	4.00	10.00
Secchi-tube	cm	n/a	>100	>100	80	76	64	63	63	>100	81.00	63.00	80.00
T.D.P	ug/L	5	16	5	36	54	109	79	49	7	44.38	5.00	109.00
T.K.N	mg/L	0.2	1.2	1.7	1.6	2	2.2		1.5	0.9	1.59	0.90	2.20
Nitrate+Nitrite	mg/L	0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05

*reporting limit

Outfall George Lake NE @ Lake			5/12/2016	5/20/2016	6/2/2016	6/8/2016	6/14/2016	6/20/2016	9/22/2016	11/15/2016	Average	Min	Max
Units	R.L.*	Results	Results	Results	Results	Results	Results	Results	Results	Results			
pH		0.1	7.32	7.37	6.34	6.99	6.96	6.33	6.65	6.84	6.84	6.34	7.37
Conductivity	mS/cm	0.01	0.287	0.271	0.366	0.405	0.375	0.381	0.248	0.212	0.32	0.21	0.41
Turbidity	NTU	1	6.4	19.1	12	20.1	14.1	29.9	8.3	8.7	14.80	6.40	29.90
D.O.	mg/L	0.01	7.83	8.67	4.77	4.91	1.15	1.03	2.76	5.11	4.53	1.03	8.67
D.O.	%	1	80.2	99.8	51.9	54.2	13	12.4	28.5	40.3	47.54	12.40	99.80
Temp.	°C	0.1	15.13	21.03	17.5	18.44	20.19	23.57	16.18	5.32	17.17	5.32	23.57
Salinity	‰	0.01	0.14	0.13	0.17	0.2	0.18	0.19	0.12	0.1	0.15	0.10	0.20
T.P.	ug/L	10	94	103	199	161	260	376	214	0.6	175.95	0.60	376.00
TSS	mg/L	2	4	<2	4.0	5	12	9	2	2	5.43	<2	12.00
Secchi-tube	cm		>100	>100	>100	>100	64	38	92	55	81.00	38.00	>100
T.D.P	ug/L	5	42	8	18	17	28	91	22	6	29.00	6.00	91.00
T.K.N	mg/L	0.2	0.9	1.7	1.4	1.4	1.7		0.8	1.1	1.29	0.80	1.70
Nitrate+Nitrite	mg/L	0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05

*reporting limit

Ditch 19 Inlet @ Lake			5/12/2016	5/20/2016	6/2/2016	6/8/2016	6/14/2016	6/20/2016	9/22/2016	11/15/2016	Average	Min	Max
Units	R.L.*	Results	Results	Results	Results	Results	Results	Results	Results	Results			
pH		0.1	7.92	7.02	7.25	6.6	6.99	6.94	7.09	8.1	7.24	6.60	8.10
Conductivity	mS/cm	0.01	0.246	0.241	0.267	0.297	0.234	0.23	0.367	0.192	0.26	0.19	0.37
Turbidity	NTU	1	5.9	12.4	0	2.6	1.9	5.8	3.2	0.4	4.08	0.40	12.40
D.O.	mg/L	0.01	10.63	6.77	4.1	1.96	1.96	4.5	5.83	11.95	5.96	1.96	11.95
D.O.	%	1	109.6	69.3	42.5	19.5	22.3	53.3	61.1	100.2	59.73	19.50	109.60
Temp.	°C	0.1	15.4	14.74	15.5	16.4	20.65	21.95	11.27	7.56	15.43	7.56	21.95
Salinity	‰	0.01	0.12	0.11	0.13	0.14	0.11	0.11	0.17	0.09	0.12	0.09	0.17
T.P.	ug/L	10	27	63	81	35	76	75	71	<0.5	61.14	27.00	81.00
TSS	mg/L	2	2	4	3.0	2	4	8	2	3	3.50	2.00	8.00
Secchi-tube	cm		>100	>100	87	>100	79	>100	>100	>100	>100	79.00	>100
T.D.P	ug/L	5	<0.005	0.024	0.015	0.007	0.01	<0.005	0.036	<0.005	0.02	<0.005	0.04
T.K.N	mg/L	0.2	0.8	2.1	1	0.9	1.2		1.2	0.8	1.14	0.80	2.10
Nitrate+Nitrite	mg/L	0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	0.33	<0.05	<0.05	<0.05	0.33

*reporting limit

Stream monitoring data at watershed tributary sites

Ditch 19 @ Bluffbird and 229th			5/12/2016	5/20/2016	6/2/2016	6/8/2016	6/14/2016	6/20/2016	9/22/2016	11/15/2016	Average	Min	Max
Units	R.L.*	Results	Results	Results	Results	Results	Results	Results	Results	Results			
pH		0.1	8.71	8.12	7.94	7.75	7.64	6.67	6.9	7.49	7.65	6.67	8.71
Conductivity	mS/cm	0.01	0.456	0.465	0.52	0.519	0.444	0.348	0.394	0.371	0.44	0.35	0.52
Turbidity	NTU	1	1.2	7.8	2	11.4	0.1	9.4	17	0	6.11	0.00	17.00
D.O.	mg/L	0.01	13.65	11.55	9.73	10.22	7.18	3.52	2.63	6.71	8.17	2.63	13.85
D.O.	%	1	137.1	122.2	97.3	103.4	75.9	39.8	25.7	54.9	82.04	25.70	137.10
Temp.	°C	0.1	13.5	16.86	13.7	14.38	16.76	20.18	14.53	6.46	14.55	6.46	20.18
Salinity	%	0.01	0.22	0.22	0.25	0.25	0.21	0.17	0.19	0.17	0.21	0.17	0.25
T.P.	ug/L	10											
TSS	mg/L	2											
Secchi-tube	cm		>100	>100	>100	>100	>100	>100	39	>100	>100	39	>100
T.D.P	ug/L	5		22	33	36	31	200	428	111	123.00	22.00	428.00
T.K.N	mg/L	0.2											
Nitrate+Nitrite	mg/L	0.05											

*reporting limit

221st West of Zion			5/20/2016	6/2/2016	6/8/2016	6/14/2016	6/20/2016	9/22/2016	11/15/2016	Average	Min	Max
Units	R.L.*	Results	Results	Results	Results	Results	Results	Results	Results			
pH		0.1	6.59	6.27	6.27	6.25	5.89	6	6.36	6.23	5.89	6.59
Conductivity	mS/cm	0.01	0.263	0.348	0.365	0.302	0.303	0.269	0.212	0.29	0.21	0.37
Turbidity	NTU	1	20.2	4.5	11	19.6	7.2	2.7	3	9.79	2.70	20.20
D.O.	mg/L	0.01	2.05	0.81	1.29	0.79	1.09	0.75	1.22	1.14	0.75	2.05
D.O.	%	1	18.9	8.2	12.5	8.3	11.7	7.7	10.9	11.17	7.70	18.90
Temp.	°C	0.1	11.02	14.7	13.4	16.87	18.11	15.78	6.65	13.79	6.65	18.11
Salinity	%	0.01	0.13	0.17	0.17	0.14	0.14	0.13	0.1	0.14	0.10	0.17
T.P.	ug/L	10										
TSS	mg/L	2										
Secchi-tube	cm		57	74	75	8	61	>100	>100	71.00	8.00	>100
T.D.P	ug/L	5	9	90	91	73	73	42	22	57.14	9.00	91.00
T.K.N	mg/L	0.2										
Nitrate+Nitrite	mg/L	0.05										

*reporting limit

221st East of Zion			5/20/2016	6/2/2016	6/8/2016	6/14/2016	6/20/2016	9/22/2016	11/15/2016	Average	Min	Max
Units	R.L.*	Results	Results	Results	Results	Results	Results	Results	Results			
pH		0.1	6.67	6.24	6.43	6.43	6.33	6.23	6.22	6.36	6.22	6.67
Conductivity	mS/cm	0.01	0.261	0.154	0.271	0.267	0.207	0.143	0.215	0.22	0.14	0.27
Turbidity	NTU	1	1.6	2.9	11	61.5	12.2	n/a	0	14.83	0.00	61.50
D.O.	mg/L	0.01	4.62	1.61	2.29	3.34	3.11	0.9	1.55	2.49	0.90	4.62
D.O.	%	1	45.8	16.6	23.1	36.4	35.6	12.1	12.6	26.03	12.10	45.80
Temp.	°C	0.1	14.06	15.2	15.0	18.9	19.35	15.01	5.36	14.70	5.36	19.35
Salinity	%	0.01	0.12	0.08	0.01	0.12	0.11	0.07	0.1	0.09	0.01	0.12
T.P.	ug/L	10										
TSS	mg/L	2										
Secchi-tube	cm		76	83	67	10	70	60	>100	66.57	10	>100
T.D.P	ug/L	5	18	72	67	200	64	220	11	93.14	11.00	220.00
T.K.N	mg/L	0.2										
Nitrate+Nitrite	mg/L	0.05										

*reporting limit

221st East of Nightingale			5/20/2016	6/2/2016	6/8/2016	6/14/2016	6/20/2016	9/22/2016	11/15/2016	Average	Min	Max
Units	R.L.*	Results	Results	Results	Results	Results	Results	Results	Results			
pH		0.1	6.19	5.79	5.76	5.74	5.47	5.7	5.77	5.77	5.47	6.19
Conductivity	mS/cm	0.01	0.237	0.237	0.241	0.2	0.21	0.214	0.171	0.22	0.17	0.24
Turbidity	NTU	1	40.2	3.8	14	17.8	16.5	5.3	31.4	18.40	3.80	40.20
D.O.	mg/L	0.01	2.43	1.22	0.83	0.95	1.17	1.97	4.02	1.80	0.83	4.02
D.O.	%	1	22.1	10.6	7.6	9	11.5	19.5	33.4	16.24	7.60	33.40
Temp.	°C	0.1	10.26	8.47	9.7	11.37	13.64	14.59	6.6	10.66	6.60	14.59
Salinity	%	0.01	0.11	0.11	0.11	0.09	0.1	0.1	0.08	0.10	0.08	0.11
T.P.	ug/L	10										
TSS	mg/L	2										
Secchi-tube	cm		34	>100	>100	>100	77	>100	n/a	>100	34	>100
T.D.P	ug/L	5	52	177	228	291	269	72	112	171.57	52.00	291.00
T.K.N	mg/L	0.2										
Nitrate+Nitrite	mg/L	0.05										

*reporting limit

Ditch 19 @ 221st			5/12/2016	5/20/2016	6/2/2016	6/8/2016	6/14/2016	6/20/2016	9/22/2016	11/15/2016	Average	Min	Max
Units	R.L.*	Results	Results	Results	Results	Results	Results	Results	Results	Results			
pH		0.1	7.83	7.53	7.39	7.51	7.72	6.9	6.83	7.1	7.35	6.83	7.83
Conductivity	mS/cm	0.01	0.533	0.523	0.587	0.603	0.496	0.415	0.466	0.416	0.50	0.42	0.60
Turbidity	NTU	1	3.4	6.2	9	6.8	3.3	11.2	9.9	0	6.24	0.00	11.20
D.O.	mg/L	0.01	11.11	11.24	8.51	9.12	8.14	5.51	2.72	7.65	8.00	2.72	11.24
D.O.	%	1	108.6	114.3	83.2	92.2	84.8	60.7	26.3	63.8	79.24	26.30	114.30
Temp.	°C	0.1	12.85	15.03	12.7	13.87	15.94	19.39	14.24	6.5	13.82	6.50	19.39
Salinity	%	0.01	0.25	0.25	0.28	0.29	0.23	0.2	0.22	0.19	0.24	0.19	0.29
T.P.	ug/L	10											
TSS	mg/L	2											
Secchi-tube	cm		>100	>100	>100	>100	>100	98	85	>100	>100	85	>100
T.D.P	ug/L	5		15	18	9	27	92	168	9	48.29	9.00	168.00
T.K.N	mg/L	0.2											
Nitrate+Nitrite	mg/L	0.05											

*reporting limit

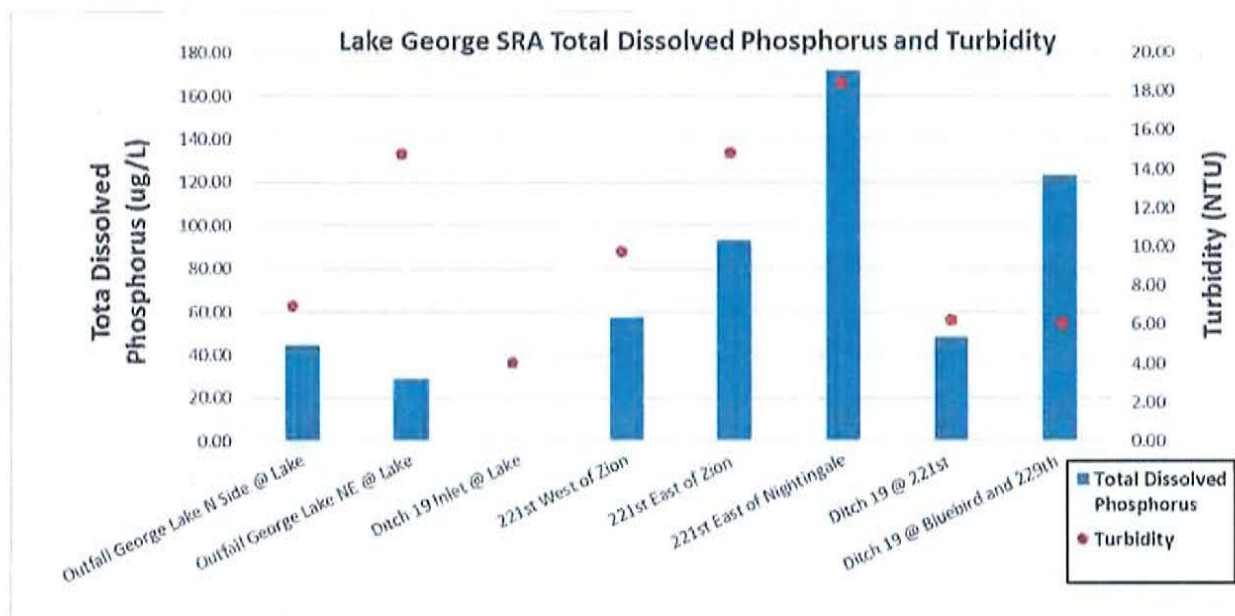
Turbidity and Total Dissolved Phosphorus

For this study, turbidity and total dissolved phosphorus are the two parameters of greatest interest. Therefore, these parameters are explored in depth below and other parameters are reported with less discussion in the tables on the previous pages.

Turbidity is a measurement of solid material suspended in the water. Turbidity is measured by refraction of a light beam passed through a water sample. It is most sensitive to large particles. The amount of suspended material is important because it affects transparency and aquatic life, and because many other pollutants are attached to particles. Phosphorus is one nutrient pollutant that can often be attached to suspended particles, and streams with high turbidity may have high particulate phosphorus. Many stormwater treatment practices such as street sweeping, sumps, and stormwater settling ponds target sediment and attached pollutants.

Total dissolved phosphorus is that portion of phosphorus which is not particulate (attached to particles). It is a good indicator of upstream loading from natural systems like wetland complexes. Since particulate matter is very low in these upstream tributaries, dissolved phosphorus will be a better indicator of the natural loading processes occurring in these systems.

Both turbidity and dissolved phosphorus levels for the monitored lake tributaries are presented in the graph below. The results help indicate which streams may be of greatest interest for water quality improvement projects.



Monitoring Results Discussion

Based on monitoring in 2016, it appears that the largest concentrations of dissolved phosphorus and turbidity exist in the small ditch systems that enter the lake from the north and northeast, especially from the ditch that flows under 221st East of Nightingale and leads directly to the NE outfall at the lake. Although the northern portion of Ditch 19 flows through mostly agricultural land and has extremely high levels of dissolved phosphorus, it appears that the large open-water wetland to the east of Lake George filters out the dissolved phosphorus from Ditch 19 before it reaches the lake. It is also possible that high lake levels caused backflow at the Ditch 19 inlet and dilution of dissolved phosphorus and turbidity occurred in the lowest portions of the ditch.

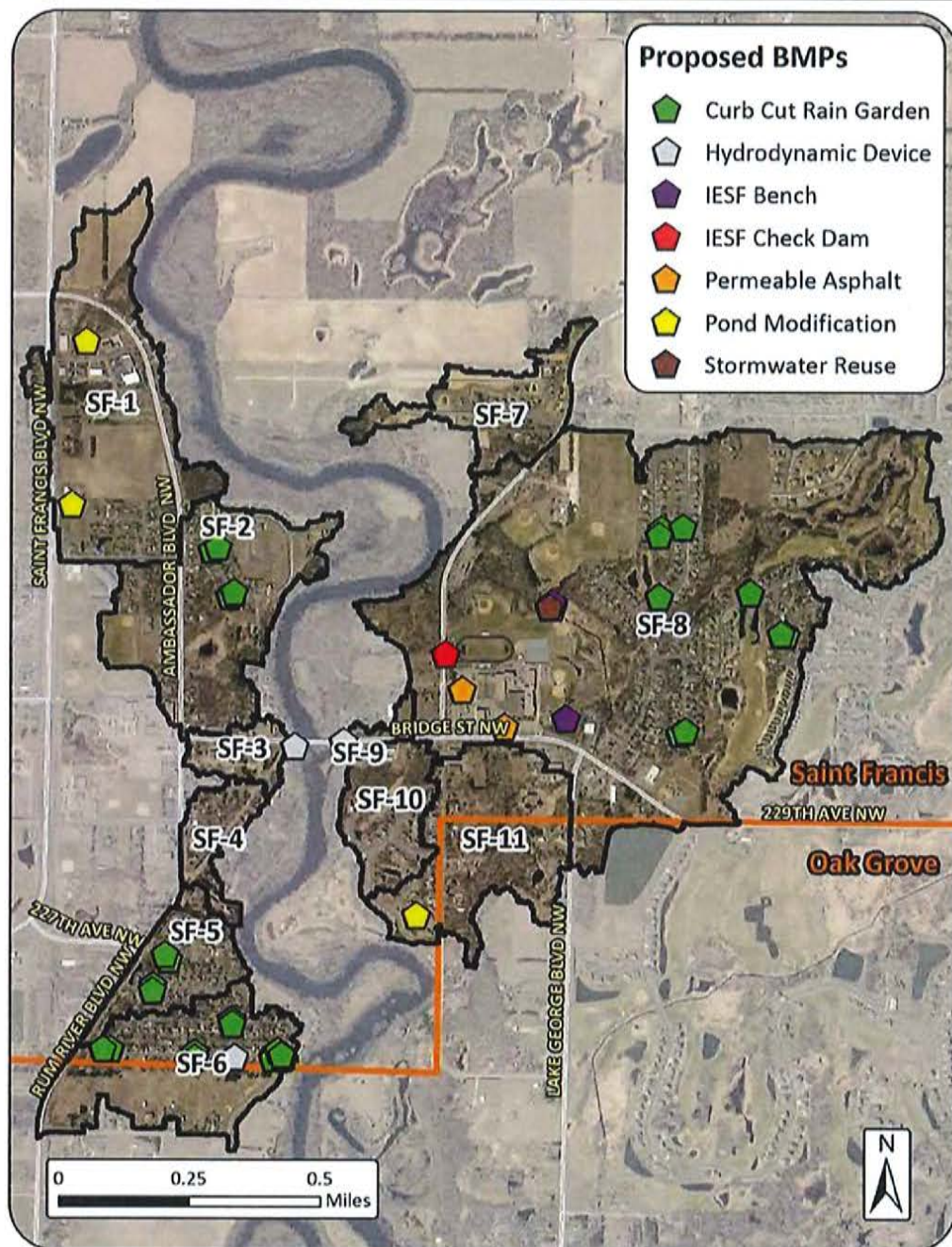
ACD are collecting flow measurements and developing rating curves at each of these sites, which will be completed in 2017. The purpose of these rating curves is to allow us to analyze how much water is flowing through the tributary and entering the lake (rating curves are the mathematical relationship between water level and flow). These flow volumes, when paired with pollutant concentration measurements, will allow us to quantify the mass of each pollutant entering the lake from each tributary (often called pollutant load). Until this work is done, the pollutant concentration results presented above should be interpreted with the understanding that tributaries with the highest concentrations may not be the biggest contributors of pollutants to the lake because of lower flows.

During the 2017 sampling season ACD will collect additional pollutant concentration measurements while developing rating curves for each tributary. Then we will quantify pollutant loading from each tributary, compare pollutant loads to the overall pollutant budget of the lake to determine the impacts of each tributary on the lake, identify water quality projects that might be installed to improve the lake, evaluate these potential projects by modeling them, and recommend a course of corrective action.

St. Francis Stormwater Retrofit Analysis

Description:	Analysis identified new stormwater treatment opportunities in neighborhoods identified by the city and ranked potential projects by cost effectiveness (amount of pollutant kept out of the Rum River per dollar spent). Water quality benefits associated with the installation of each identified project were individually modeled using the Source Loading and Management Model for Windows (WinSLAMM). WinSLAMM estimates volume and pollutant loading based on acreage, land use, and soils information. The costs associated with project design, administration, promotion, land acquisition, opportunity costs, construction oversight, installation, and maintenance were estimated. The total costs over the assumed effective life of each project were then divided by the modeled benefits over the same time period to enable ranking by cost-effectiveness. It is recommended that projects be installed in order of cost effectiveness. Other factors, including a project's educational value/visibility, construction timing, total cost, or non-target pollutant reduction also affect project installation decisions and need to be weighed by resource managers when selecting projects to pursue. A variety of stormwater retrofit approaches were identified. They include bio-retention, hydrodynamic devices, permeable pavement, iron enhanced sand filter pond benches, iron enhanced sand filter check dams, existing stormwater pond modifications, and water reuse. The analysis provides sufficient detail for pursuit of funds to install the most cost effective projects.
Location:	Selected areas in the City of St. Francis.
Purpose:	To improve water quality in the Rum River.
Results:	Work began in 2015 and was completed in 2016. 17 stormwater retrofit projects were identified and ranked by cost effectiveness. A map showing proposed BMPs is below. A full separate report is available.

City of St. Francis Proposed BMPs



Water Quality Grant Fund

Description: The Upper River Watershed Management Organization (URRWMO) partners with the Anoka Conservation District's (ACD) Water Quality Cost Share Program. The URRWMO contributes funds to be used as cost share grants for projects that improve water quality in lakes, streams, or rivers within the URRWMO area. The ACD provides administration of the grants. Grant awards follow ACD policies and generally cover 50% or 70% of materials cost (see ACD website for full policies). The ACD Board of Supervisors approves any disbursements.

Grant administration is through the Anoka Conservation District for efficiency and simplicity. The ACD administers a variety of other similar grants, thus providing a one-stop-shop for residents. Additionally, the ACD's technical staff provide project consultation and design services at low or no cost, which is highly beneficial for grant applicants. The ACD staff also has expertise to process and scrutinize grant requests. Lastly, the ACD Board meets monthly, and can therefore respond to grant requests rapidly, while URRWMO meetings are much less frequent.

The Anoka Conservation District (ACD) and Upper Rum River WMO have both undertaken efforts to promote these types of projects and the availability of grants. The ACD mentions the grants during presentations to lake associations and other community groups, in newsletters, and in website postings. In order to promote these types of projects the ACD also assists landowners throughout projects, including design, materials acquisition, installation, and maintenance.

Purpose: To improve water quality in area lakes, streams and rivers.

Locations: Throughout the watershed.

Results: Projects are reported in the year they are installed.

URRWMO Cost Share Fund Summary

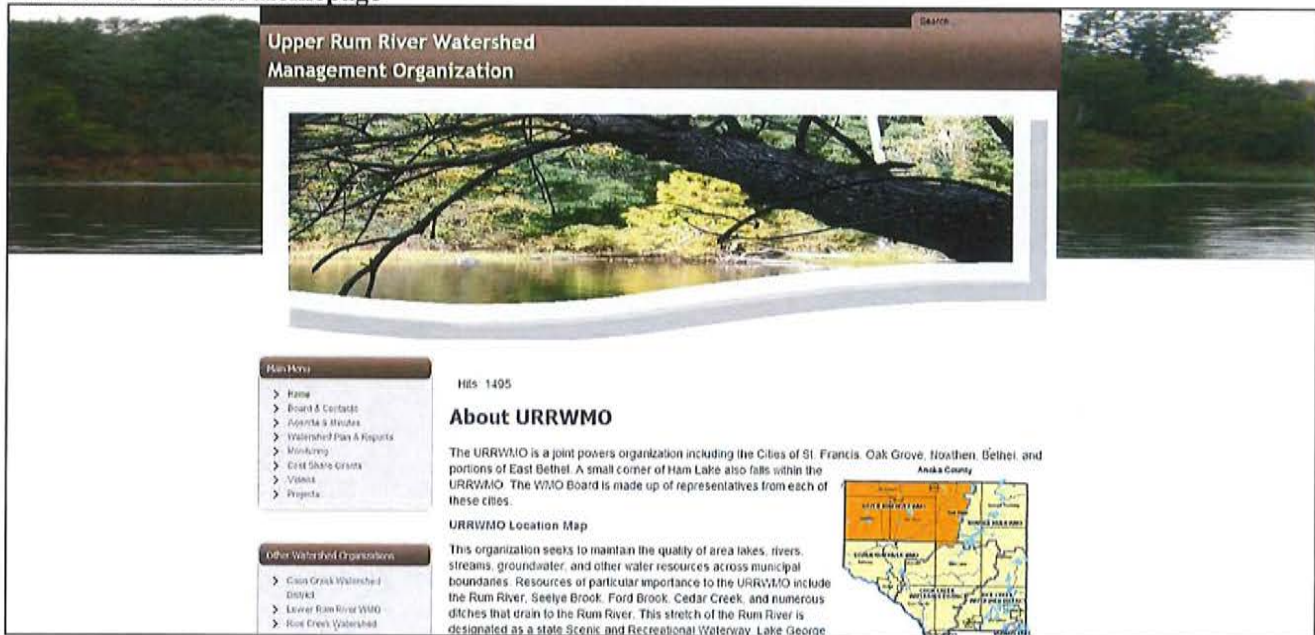
2006 URRWMO Contribution	+	\$ 990.00
2006 Expenditures		\$ 0.00
2007 URRWMO Contribution	+	\$ 1,000.00
2007 Expenditures		\$ 0.00
2008 Expenditures		\$ 0.00
2009 Expenditures		\$ 0.00
2010 URRWMO Contribution	+	\$ 500.00
2011 URRWMO Contribution	+	\$ 567.00
2010-11 Expenditure Petro streambank stabilization	-	\$1,027.52
2011 Expenditure Erickson lakeshore restoration	-	\$ 233.63
2012 Expenditure Erickson lakeshore restoration	-	\$ 137.97
2012 URRWMO Contribution	+	\$1,000.00
2013 URRWMO Contribution	+	\$ 0
2014 Expenditure – Stitt lakeshore restoration	-	\$1,059.69
2013 Correction	+	\$ 0.48
2014 URRWMO Contribution		\$ 0.00
2015 URRWMO Contribution		\$ 0.00
2016 URRWMO Contribution		\$ 0.00
*2017 Expenditure – Rum River revetments	-	\$ 1598.67
Fund Balance		\$ 0.00

* URRWMO directed ACD to transfer remaining funds into ACD's fund for Rum Riverbank stabilizations using cedar tree revetments.

URRWMO Website

- Description:** The Upper Rum River Watershed Management Organization (URRWMO) contracted the Anoka Conservation District (ACD) to design and maintain a website about the URRWMO and the Upper Rum River watershed.
- Purpose:** To increase awareness of the URRWMO and its programs. The website also provides tools and information that helps users better understand water resources issues in the area.
- Location:** www.URRWMO.org
- Results:** Regular website updates occurred throughout the year. The URRWMO website contains information about both the URRWMO and about natural resources in the area. Information about the URRWMO includes:
- a directory of board members,
 - meeting minutes and agendas,
 - watershed management plan and annual reports,
 - descriptions of work that the organization is directing,
 - highlighted projects.

URRWMO Website Homepage



URRWMO Annual Newsletter

- Description:** The URRWMO Watershed Management Plan and state rules call for an annual URRWMO newsletter in addition to the website. The URRWMO will produce a newsletter article including information about the URRWMO, its programs, related educational information, and the URRWMO website address. This article will be provided to each member city, and they will be asked to include it in their city newsletters.
- Purpose:** To increase public awareness of the URRWMO and its programs as well as receive input.
- Locations:** Watershed-wide.
- Results:** The Anoka Conservation District (ACD) assisted the URRWMO by drafting the annual newsletter article about the new management plans upcoming for area streams and lakes. The URRWMO Board reviewed and edited the draft article. The finalized article was posted to the URRWMO website, sent to each member community for publication in their newsletters and provided to the Independent School District 15 publication, "The Courier."

2016 URRWMO Newsletter Article

Upper Rum River Watershed Management Organization

MEDIA RELEASE

Contact person: Jamie Schurbon 763-434-2030 ext. 12
Date: April 29, 2016

Rum River, Lakes Management Planning Underway

The Rum River, Lake George and Seelye Brook are a few of the waterbodies receiving new management plans in the coming months. Residents interested water quality, aquatic invasive species, flooding and environmental health are invited to contribute to the process. Both local and regional plans are taking shape.

At the local level, the Upper Rum River Watershed Management Organization (URRWMO) is updating its 10-year management plan. The URRWMO was jointly formed by the cities of Bethel, East Bethel, Newfthen, St. Francis, Oak Grove and Ham Lake to manage water issues, including those that tend to flow across city boundaries. It sets consistent minimum regulatory standards across the cities, monitors water quality and may coordinate projects to address problems. The URRWMO will be considering its role relative to cities, as well as its participation in regional management.

At the regional level, the State is funding a Rum River Watershed Restoration and Protection Plan (WRAPP), which encompasses the watershed from Lake Mille Lacs to Anoka. Lakes and streams draining to the river are included. Each county's soil and water conservation district is serving as a key point of contact in this planning effort. The plan will include how to keep good water quality and address problems.

Lake George and the Rum River are likely to get substantial attention locally. Lake George is a regional attraction with good, but declining water quality. Addressing that decline is likely to be a priority. The Rum River has good water quality and is a state scenic and recreational river which many want to protect.

The URRWMO is planning an open house June 29 at 7pm at Oak Grove City Hall. Residents are invited to share their input on priorities for the next ten years. More information is at www.URRWMO.org.

The regional Rum River WRAPP will be holding several opportunities for input between now and the end of the year. Notices of these meetings and draft documents for public review will be posted www.AnokaSWCD.org under the "projects" tab, or contact Jamie Schurbon at 763-434-2030 ext. 12 or jamie.schurbon@anokaswcd.org.

Rum River near St. Francis



Rum River Watershed Map



URRWMO 2015 Annual Reports to the State

Description: The Upper Rum River Watershed Management Organization (URRWMO) is required by law to submit an annual report to the Minnesota Board of Water and Soil Resources (BWSR). This report consists of an up-to-date listing of URRWMO Board members, activities related to implementing the URRWMO Watershed Management Plan, the status of municipal water plans, financial summaries, and other work results. The report is due annually 120 days after the end of the URRWMO's fiscal year (April 30th).

Additionally, the URRWMO is required to perform annual financial reporting to the State Auditor. This includes submitting a financial report and filling out a multi-worksheet form.

Purpose: To document required progress toward implementing the URRWMO Watershed Management Plan and to provide transparency of government operations.

Locations: Watershed-wide

Results: The Anoka Conservation District assisted the URRWMO with preparation of a 2015 Upper Rum River WMO Annual Report to BWSR and reporting to the State Auditor. This included:

- preparation of an unaudited financial report,
- a report to BWSR meeting MN statutes
- and the State Auditor's reporting forms through the State's SAFES website.

All were completed by the end of April 2016. The report to BWSR and financial report are available on the URRWMO website.

Report to BWSR Cover

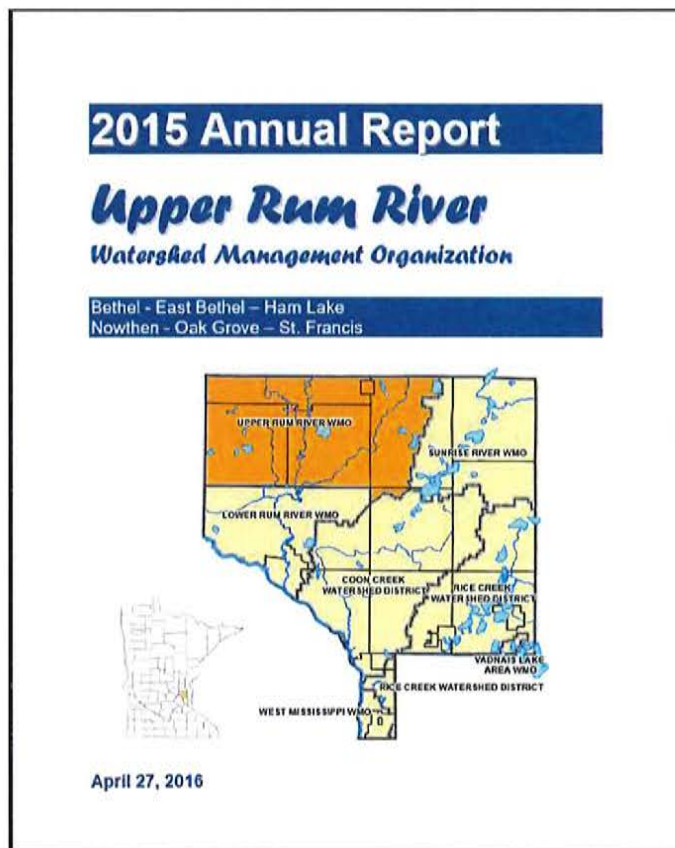


Table of Contents

Upper Rum River WMO Annual Report 2015	
Table of Contents	
I. Introduction	3
II. Activity Report	
a. Current Board Members	4
b. Employees and Consultants	5
c. Solicitations for Services	5
d. Evaluation of Watershed Management Plan Implementation	6
e. Water Quality Trends	6
f. Status of Local Plan Adoption and Implementation	8
g. Public Outreach	10
h. Permits, Variances, and Enforcement Actions	12
i. 2016 Work Plan	12
III. Financial and Audit Report	
a. 2015 Financial Summary	13
b. Financial Audit	13
c. 2016 Budget	14
Appendix A - 2015 Financial Report	
Appendix B - 2015 Water Monitoring and Management Work Results	
Upper Rum River Watershed Management Organization 5500 Nightingale Street NW Oak Grove, MN 55011-9204	
2	

Financial Summary

ACD accounting is organized by program and not by customer. This allows us to track all of the labor, materials and overhead expenses for a program. We do not, however, know specifically which expenses are attributed to monitoring which sites. To enable reporting of

expenses for monitoring conducted in a specific watershed, we divide the total program cost by the number of sites monitored to determine an annual cost per site. We then multiply the cost per site by the number of sites monitored for a customer.

Upper Rum River Watershed Financial Summary

Upper Rum River Watershed	WMO Asst (no charge)	Volunteer Precip	Reference Wetlands	Ob Well	Lake Level	Lake WQ	Stream Level	Stream WQ	WOMP	Student Blomton	Lake George SRA Monitoring	URRWMO Admin	WMO Annual Rpts to State	URRWMO Outreach/Promo	WMO Website Maint	Kern Property Enhancement	Revelments on the Rum	Rum River TWIP	Rum River WRAPP	Lake George Phase I SRA	City of St. Francis SRA	Lake George CLP Mapping	URRWMO Plan	Total
Revenues	0	0	1725	0	1000	0	0	4200	0	825	0	0	1000	500	508	0	0	0	0	0	0	0	0	9758
URRWMO	0	0	0	600	0	0	0	0	0	0	0	0	0	0	0	7724	8316	0	86431	4117	5530	0	0	112719
State	390	0	53	586	601	61	24	0	214	407	2985	581	0	0	50	2099	1325	98	0	0	0	267	330	10071
Anoka Co. General Services	0	0	115	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	160	0	275
Anoka Conservation District	0	0	0	0	0	0	0	0	0	475	9375	0	0	0	0	0	0	0	0	2107	0	0	0	11957
County Ag Preserves/Projects	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1716	1465	0	0	0	0	0	0	3181
Service Fees	0	0	80	0	0	139	0	0	800	0	0	0	0	0	0	0	0	0	0	0	6500	1088	0	8608
Regional/Local	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BWSR Cons Delivery	0	0	3056	0	0	0	0	0	0	0	0	0	0	0	0	0	560	576	0	0	0	0	0	4193
BWSR Capacity Funds	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BWSR Cost Share TA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Metro ETA & AWOCF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4667	0	0	0	0	0	0	4667
Local Water Planning	0	1101	1519	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2620
TOTAL	390	1101	6549	1186	1601	200	24	4200	1014	1707	12360	581	1000	500	558	11540	16334	674	86431	6224	12030	1515	330	168049
Expenses-																								
Capital Outlay/Equip	5	14	40	14	19	15	22	20	12	19	3615	21	6	2	5	71	718	8	182	73	126	18	4	5026
Personnel Salaries/Benefits	339	1067	2952	1032	1393	1093	1620	1502	883	1432	4697	1590	431	116	352	5323	11766	586	13535	5415	9409	1318	287	68137
Overhead	25	78	217	76	102	80	119	110	65	105	345	117	32	9	26	392	865	43	996	398	692	97	21	5012
Employee Training	2	6	17	6	8	6	9	8	5	8	26	9	2	1	2	30	66	3	76	30	53	7	2	383
Vehicle/Mileage	7	23	62	22	29	23	34	32	19	30	89	34	9	2	7	113	249	12	286	114	199	28	6	1441
Rent	12	38	105	37	50	39	58	54	32	51	168	57	15	4	13	190	420	21	484	193	336	47	10	2435
Program Participants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Program Supplies	0	-125	4018	0	0	444	5	794	0	61	1476	0	0	0	191	5421	2824	0	65890	0	0	0	0	80998
TOTAL	390	1101	7411	1186	1601	1700	1667	2520	1014	1707	10427	1827	495	134	596	11540	16909	674	81448	6224	10815	1515	330	163432

Recommendations

- **Integrate the Rum River WRAPP (Watershed Restoration and Protection Plan) into the URRWMO's activity plans.** This WRAPP is an assessment of the entire Rum River watershed, including recommended management strategies, that was produced by the MPCA and local water managers.
- **Collaborate on efforts to diagnose declining water quality in Lake George and fix it.** The Lake George Improvement District and the Anoka Conservation District have begun study of the issue and secured a state grant for partial funding.
- **Install projects identified in the St. Francis stormwater assessment** that is aimed at improving Rum River water quality. The study identified numerous stormwater treatment opportunities and ranking them by cost effectiveness. It lays the groundwork for project installations.
- **Participate with county and DNR efforts to upgrade the water control structure in Ditch 19, the main inlet to Lake George.** Residents have complained that condition of the ditch and water control structures are contributing to low lake water levels in recent years.
- **Update the URRWMO's water monitoring plan,** which expired in 2017.
- **Promote groundwater conservation.** Metropolitan Council models predict 3+ft drawdown of surface waters in parts of the URRWMO by 2030, and 5+ft by 2050.
- **Promote water quality improvement projects** for lakes, streams, and rivers. Cost share grants are available through the URRWMO and the ACD to encourage landowners to do projects that will have public benefits to water quality. Technical assistance for landowners is available through the Anoka Conservation District.

**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: 04-27-2017

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$125,037.20 plus any additional bills that are handed out on Monday night.

ACTION TO BE 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

Attachments:

- 05-01-2017 Packet List



04/27/2017 9:33 am

PAYMENT BATCH AP 05-01-17

ADVANCED FIRST AID, INC

04/20/2017	0417-102	E 101-42210-218	Equipment Repair & Maintenance	LIFEPAK BATTERY	251.74
					<u>\$251.74</u>

ALLIED BLACKTOP COMPANY

04/11/2017	12	E 603-49490-403	Street Sweeping	STREET SWEEPING	8,337.00
					<u>\$8,337.00</u>

ALWAYS BRIGHT LIGHTS LTD

04/21/2017	638	E 101-43100-311	Contract	BANNER INSTALLATION	520.00
					<u>\$520.00</u>

AMERICAN PUBLIC WORK ASSOC.

04/10/2017	.0417	E 101-43100-433	Dues and Subscriptions	DUES	237.50
					<u>\$237.50</u>

ANOKA COUNTY CENTRAL COMM.

04/13/2017	2017-027	E 101-42110-321	Telephone	CJDN QTR FEE	180.00
					<u>\$180.00</u>

ANOKA COUNTY PROPERTY RECORDS

04/25/2017	.0417	E 101-41940-441	Miscellaneous	2017-1ST HALF TAXES	69.14
04/25/2017	.0417	E 101-42210-441	Miscellaneous	2017-1ST HALF TAXES	69.14
04/25/2017	.0417	E 101-45200-441	Miscellaneous	2017-1ST HALF TAXES	71.39
04/25/2017	.0417	E 101-45200-441	Miscellaneous	2017-1ST HALF TAXES	10.54
04/25/2017	.0417	E 101-45200-441	Miscellaneous	2017-1ST HALF TAXES	52.23
04/25/2017	.0417	E 101-45200-441	Miscellaneous	2017-1ST HALF TAXES	3.93
04/25/2017	.0417	E 601-49440-441	Miscellaneous	2017-1ST HALF TAXES	272.58
04/25/2017	.0417	E 602-49490-441	Miscellaneous	2017-1ST HALF TAXES	272.58
04/25/2017	.0417	E 609-49750-441	Miscellaneous	2017-1ST HALF TAXES	21.29
					<u>\$842.82</u>

APPLIED CONCEPTS, INC.

04/12/2017	305896	E 208-42110-441	Miscellaneous	LIDAR XS	1,695.00
					<u>\$1,695.00</u>

ARTISAN BEER COMPANY

04/12/2017	3170863	E 609-49751-252	Beer For Resale	BEER	96.00
					<u>\$96.00</u>

ATLANTIC TACTICAL

04/18/2017	SI-80590389	E 208-42110-210	Operating Supplies	PROTECH DEFENDER SHIELDS	3,387.90
					<u>\$3,387.90</u>

BANYON DATA SYSTEMS, INC

04/26/2017	0417	E 101-41500-208	Training and Instruction	TRAINING - DARCY	25.00
					<u>\$25.00</u>

BAUER BUILT INC.

05/15/2017	940043433	E 101-45200-218	Equipment Repair & Maintenance	MULTITRAC	1,280.00
					<u>\$1,280.00</u>

BELLBOY CORPORATION

04/11/2017	58358500	E 609-49751-206	Freight and Fuel Charges	FREIGHT	18.60
04/11/2017	58358500	E 609-49751-251	Liquor For Resale	LIQUOR	1,182.97
04/11/2017	58358500	E 609-49751-253	Wine For Resale	WINE	408.00
04/11/2017	95620900	E 609-49750-210	Operating Supplies	OP SUPPLIES	93.26

04/11/2017	95620900	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.45
					<u>\$1,707.28</u>

BERNICK COMPANIES, THE

04/14/2017	37078	E 609-49751-254	Miscellaneous Merchandise	MISC	25.00
04/14/2017	37079	E 609-49751-252	Beer For Resale	BEER	232.80
					<u>\$257.80</u>

BGS (BARNA GUZY)

03/31/2017	1711127	E 101-41600-304	Civil Legal Fees	CHARTER COMMISSION	23.54
03/31/2017	1711128	E 101-41600-304	Civil Legal Fees	GENERAL LABOR FEES	283.50
03/31/2017	171126	E 101-41600-304	Civil Legal Fees	MUNICIPAL PROFESSIONAL FEE	1,900.00
03/31/2017	171129	E 101-41600-304	Civil Legal Fees	LEGAL FEES	391.50
03/31/2017	171133	E 101-41600-304	Civil Legal Fees	DATA PRACTICES CLAIM	39.00
03/31/2017	171208	E 101-41600-304	Civil Legal Fees	RETAINER	5,000.00
					<u>\$7,637.54</u>

BREAKTHRU BEVERAGE

04/12/2017	1080620364	E 609-49751-206	Freight and Fuel Charges	FREIGHT	26.82
04/12/2017	1080620364	E 609-49751-251	Liquor For Resale	LIQUOR	1,344.07
04/12/2017	1080620364	E 609-49751-253	Wine For Resale	WINE	140.00
04/20/2017	1080623828	E 609-49751-206	Freight and Fuel Charges	FREIGHT	16.50
04/20/2017	1080623828	E 609-49751-251	Liquor For Resale	LIQUOR	255.50
04/20/2017	1080623828	E 609-49751-253	Wine For Resale	WINE	606.65
					<u>\$2,389.54</u>

BROCK WHITE CO. LLC

04/04/2017	12765694-00	E 101-45200-441	Miscellaneous	PAVERS	116.09
					<u>\$116.09</u>

CENTERPOINT ENERGY

04/15/2017	.04170	E 101-41940-383	Gas Utilities	CITY HALL #1	24.31
04/15/2017	.04170	E 101-41940-383	Gas Utilities	CITY HALL #2	23.00
04/15/2017	.04170	E 101-41940-383	Gas Utilities	CITY HALL #4	29.64
04/15/2017	.04170	E 101-41940-383	Gas Utilities	CITY HALL #3	31.66
04/15/2017	.04170	E 101-42110-383	Gas Utilities	POLICE/PW	537.15
04/15/2017	.04170	E 101-42210-383	Gas Utilities	FIRE	564.74
04/15/2017	.04170	E 101-42210-383	Gas Utilities	FIRE GENERATOR	20.36
04/15/2017	.04170	E 101-43100-383	Gas Utilities	POLICE/PW	134.29
04/15/2017	.04170	E 101-45200-383	Gas Utilities	WARMING HOUSE	148.30
04/15/2017	.04170	E 101-45200-383	Gas Utilities	POLICE/PW	134.29
04/15/2017	.04170	E 601-49440-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	41.27
04/15/2017	.04170	E 601-49440-383	Gas Utilities	POLICE/PW	134.29
04/15/2017	.04170	E 601-49440-383	Gas Utilities	WATER PLANT	582.11
04/15/2017	.04170	E 602-49490-383	Gas Utilities	POLICE/PW	134.28
04/15/2017	.04170	E 602-49490-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	41.27
04/15/2017	.04170	E 602-49490-383	Gas Utilities	WWTP	355.85
04/15/2017	.04170	E 602-49490-383	Gas Utilities	LIFT (23699 AMBASSADOR)	19.67
04/15/2017	.04170	E 609-49750-383	Gas Utilities	LIQUOR	145.31
					<u>\$3,101.79</u>

CITY EMPLOYEES UNION, LOCAL #3

04/26/2017	.0517	G 101-21707	Union Dues	MAINT MAY DUES 2017	206.80
					<u>\$206.80</u>

COLONIAL INSURANCE

04/25/2017	7129661-0505827	G 101-21712	Colonial Insurance	MAY PREMIUM	328.72
					<u>\$328.72</u>

CONNEXUS ENERGY

04/21/2017	.0417	E 101-41940-381	Electric Utilities	SIGN	87.66
04/21/2017	.0417	E 101-41940-381	Electric Utilities	CITY HALL	278.34
04/21/2017	.0417	E 101-42110-381	Electric Utilities	SIREN	5.00
04/21/2017	.0417	E 101-42110-381	Electric Utilities	POLICE/PW	916.86
04/21/2017	.0417	E 101-42110-381	Electric Utilities	SIREN	5.00
04/21/2017	.0417	E 101-42210-381	Electric Utilities	FIRE	390.91
04/21/2017	.0417	E 101-43100-381	Electric Utilities	POLICE/PW	229.21
04/21/2017	.0417	E 101-43100-386	Street Lighting	STREET LIGHTS	2,547.43
04/21/2017	.0417	E 101-45200-381	Electric Utilities	PARKS	258.58

04/21/2017	.0417	E 101-45200-381	Electric Utilities	POLICE/PW	229.21
04/21/2017	.0417	E 601-49440-380	Electric-System	WATER	4,648.74
04/21/2017	.0417	E 601-49440-381	Electric Utilities	POLICE/PW	229.21
04/21/2017	.0417	E 602-49490-381	Electric Utilities	LIFT STATIONS	3,567.25
04/21/2017	.0417	E 602-49490-381	Electric Utilities	POLICE/PW	229.21
04/21/2017	.0417	E 609-49750-381	Electric Utilities	LIQUOR STORE	874.96
					<u>\$14,497.57</u>

CRYSTAL SPRINGS ICE

04/11/2017	003.B003345	E 609-49751-254	Miscellaneous Merchandise	MISC	125.76
04/18/2017	003.B003433	E 609-49751-254	Miscellaneous Merchandise	MISC	136.44
					<u>\$262.20</u>

DAHLHEIMER DIST. CO. INC.

04/12/2017	144981	E 609-49751-252	Beer For Resale	BEER	5,203.30
04/12/2017	144981	E 609-49751-254	Miscellaneous Merchandise	MISC	632.00
04/12/2017	144981	E 609-49751-255	N/A Products	NA	25.10
04/19/2017	1272325	E 609-49751-252	Beer For Resale	BEER	10,115.05
					<u>\$15,975.45</u>

DELTA DENTAL

04/15/2017	6879434	G 101-21711	Dental Insurance	MAY PREMIUM	625.35
					<u>\$625.35</u>

EAGLE GARAGE DOOR CO.

04/03/2017	4501	E 101-42110-401	Repairs/Maint Buildings	POLICE DOOR SERVICE & REPA	178.50
04/03/2017	4501	E 101-43100-401	Repairs/Maint Buildings	POLICE DOOR SERVICE & REPA	178.50
04/03/2017	4501	E 101-45200-401	Repairs/Maint Buildings	POLICE DOOR SERVICE & REPA	178.50
04/03/2017	4501	E 601-49440-401	Repairs/Maint Buildings	POLICE DOOR SERVICE & REPA	178.50
04/03/2017	4501	E 602-49490-401	Repairs/Maint Buildings	POLICE DOOR SERVICE & REPA	178.50
04/06/2017	4502	E 101-42110-401	Repairs/Maint Buildings	GARAGE DOOR REPAIR	39.00
04/06/2017	4502	E 101-43100-401	Repairs/Maint Buildings	GARAGE DOOR REPAIR	39.00
04/06/2017	4502	E 101-45200-401	Repairs/Maint Buildings	GARAGE DOOR REPAIR	39.00
04/06/2017	4502	E 601-49440-401	Repairs/Maint Buildings	GARAGE DOOR REPAIR	39.00
04/06/2017	4502	E 602-49490-401	Repairs/Maint Buildings	GARAGE DOOR REPAIR	39.00
					<u>\$1,087.50</u>

ERICKSON, NATHAN

04/26/2017	4927	G 601-22200	Deferred Revenues	REFUND ACCT# 4927	33.31
					<u>\$33.31</u>

F.I.R.E.

04/24/2017	2470	E 101-42210-208	Training and Instruction	TRAINING	1,300.00
					<u>\$1,300.00</u>

FERGUS POWER PUMP, INC

04/24/2017	29388	E 602-49490-229	Project Repair & Maintenance	MOB/DEMOB/HAULING	2,520.00
					<u>\$2,520.00</u>

FREEDOM SERVICES, INC.-FD

04/26/2017	.0517	G 101-21706	Flex Account	FLEX-MAY	373.34
					<u>\$373.34</u>

G&K SERVICES, INC

04/18/2017	1043748389	E 101-41940-219	Rug Maintenance	RUG MAINT	16.16
04/18/2017	1043748390	E 602-49490-417	Uniform Clothing & PPE	UNIFORM MAINT	9.80
04/25/2017	6043753754085	E 602-49490-417	Uniform Clothing & PPE	UNIFORM MAINT	9.31
					<u>\$35.27</u>

GRANITE CITY JOBBING CO.

04/11/2017	43521	E 609-49750-210	Operating Supplies	SUPPLIES	36.99
04/11/2017	43521	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.79
04/11/2017	43521	E 609-49751-254	Miscellaneous Merchandise	MISC	7.20
04/11/2017	43521	E 609-49751-256	Tobacco Products For Resale	TOBACCO	831.89
04/18/2017	44303	E 609-49750-210	Operating Supplies	OPERATING	14.78
04/18/2017	44303	E 609-49751-206	Freight and Fuel Charges	FUEL	4.25
04/18/2017	44303	E 609-49751-254	Miscellaneous Merchandise	MISC	53.91
04/18/2017	44303	E 609-49751-256	Tobacco Products For Resale	TOBACCO	896.93
04/18/2017	44303	G 101-20810	Sales Tax Payable	USE TAX	(0.96)

					\$1,851.78
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INNOVATIVE OFFICE SOLUTIONS, L

04/12/2017	IN1574453	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	46.85
04/12/2017	IN1574453	E 101-43100-200	Office Supplies	OFFICE SUPPLIES	70.93
					\$117.78

ISANTI COUNTY TREASURER

04/01/2017	17.122.0100	E 602-49490-441	Miscellaneous	1ST HALF TAXES	4,391.00
					\$4,391.00

ISD #15

04/17/2017	3095	E 101-42110-221	Vehicle Repair & Maintenance	2015 DODGE CHARGER MAINT	77.56
04/18/2017	3117	E 101-45200-218	Equipment Repair & Maintenance	TIRES& RIMS FOR 2007 BELLOV	100.98
					\$178.54

JJ TAYLOR DISTRIBUTING

04/11/2017	2678521	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
04/11/2017	2678521	E 609-49751-252	Beer For Resale	BEER	771.70
04/19/2017	2678585	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
04/19/2017	2678585	E 609-49751-252	Beer For Resale	BEER	2,393.35
04/19/2017	2678585	E 609-49751-255	N/A Products	NA	21.50
					\$3,192.55

JOHN HIRSCHS CAMBRIDGE MOTORS

04/21/2017	CHCS293174	E 101-42110-221	Vehicle Repair & Maintenance	2014 DODGE CHARGER MAINT	188.61
					\$188.61

JOHNSON BROS WHLSE LIQUOR

03/03/2017	616920	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(3.04)
04/12/2017	5698977	E 609-49751-206	Freight and Fuel Charges	FREIGHT	16.72
04/12/2017	5698977	E 609-49751-251	Liquor For Resale	LIQUOR	830.00
04/12/2017	5698978	E 609-49751-206	Freight and Fuel Charges	WINE	143.40
04/12/2017	5698978	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.08
04/19/2017	5704420	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.86
04/19/2017	5704420	E 609-49751-251	Liquor For Resale	LIQUOR	369.12
04/19/2017	5704421	E 609-49751-206	Freight and Fuel Charges	FREIGHT	39.52
04/19/2017	5704421	E 609-49751-253	Wine For Resale	WINE	1,427.25
					\$2,833.91

KLUVER CONSULTING

03/23/2017	2-17	E 602-49490-311	Contract	SERVICE CONTRACT/MILEAGE	341.30
					\$341.30

KORMAN SIGNS INC

04/10/2017	304716	E 101-43100-237	Small Equipment	SIGN HARDWARE	312.66
					\$312.66

LAW ENFORCEMENT LABOR SVCS.

04/26/2017	.0517	G 101-21707	Union Dues	POLICE UNION DUES	343.00
					\$343.00

MCDONALD DIST CO.

04/07/2017	367320	E 609-49751-252	Beer For Resale	BEER	269.00
04/13/2017	367107	E 609-49751-252	Beer For Resale	BEER	6,004.80
04/13/2017	367107	E 609-49751-254	Miscellaneous Merchandise	MISC	72.00
04/13/2017	367107	E 609-49751-255	N/A Products	NA	18.85
04/20/2017	369202	E 609-49751-252	Beer For Resale	BEER	4,015.85
04/20/2017	369202	E 609-49751-255	N/A Products	NA	40.90
04/21/2017	371581	E 609-49751-252	Beer For Resale	BEER	50.00
					\$10,471.40

MN DEPT OF HEALTH

04/25/2017	.0417	E 602-49490-229	Project Repair & Maintenance	WELL MAINT PERMIT	50.00
					\$50.00

M-R SIGN COMPANY, INC.

04/14/2017	194864	E 101-43100-226	Sign Repair Materials	STREET SIGNS	3,316.08
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					\$3,316.08
MY ALARM CENTER					
05/01/2017	8805467	E 609-49750-445	Security	LIQUOR STORE ALARM	39.15
					\$39.15
NORTHERN LIGHTER PYROTECHNICS,					
01/23/2017	.0417	E 101-45230-311	Contract	FIREWORKS	10,000.00
					\$10,000.00
OPUS 21					
04/18/2017	170373	E 601-49440-382	Utility Billing	UTILITY BILLING	1,551.33
04/18/2017	170373	E 602-49490-382	Utility Billing	UTILITY BILLING	1,551.33
					\$3,102.66
PAGE ANALYTICAL SERVICES					
04/12/2017	171278041	E 602-49490-313	Sample Testing	SAMPLE TESTING	61.00
04/17/2017	171278184	E 602-49490-313	Sample Testing	SAMPLE TESTING	62.50
					\$123.50
PHILLIPS WINE & SPIRITS CO.					
03/03/2017	259434	E 609-49751-206	Freight and Fuel Charges	LIQUOR	(26.39)
03/03/2017	259435	E 609-49751-253	Wine For Resale	WINE	(7.58)
04/12/2017	2149857	E 609-49751-206	Freight and Fuel Charges	FREIGHT	33.68
04/12/2017	2149857	E 609-49751-251	Liquor For Resale	LIQUOR	1,993.99
04/19/2017	2153497	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.56
04/19/2017	2153497	E 609-49751-251	Liquor For Resale	LIQUOR	450.96
04/19/2017	2153498	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.56
04/19/2017	2153498	E 609-49751-253	Wine For Resale	WINE	178.75
					\$2,632.53
PONDS GOLF COURSE, THE					
04/20/2017	.0417	E 609-49750-340	Advertising	ADVERTISING	100.00
					\$100.00
QUAM, JANE					
04/26/2017	2768	G 601-22200	Deferred Revenues	REFUND ACCT# 2768	66.41
					\$66.41
ROYAL SUPPLY					
04/14/2017	20880	E 101-42110-200	Office Supplies	SUPPLIES	84.00
04/14/2017	20880	E 101-43100-200	Office Supplies	SUPPLIES	84.00
					\$168.00
SHI INTERNATIONAL CORP					
04/19/2017	B06416500	E 101-42210-200	Office Supplies	WINDOWS 2016 SOFTWARE	243.00
					\$243.00
SOUTHERN GLAZERS OF MN					
04/13/2017	1530747	E 609-49751-206	Freight and Fuel Charges	FREIGHT	0.32
04/13/2017	1530748	E 609-49751-206	Freight and Fuel Charges	FREIGHT	21.97
04/13/2017	1530748	E 609-49751-251	Liquor For Resale	LIQUOR	1,979.61
04/20/2017	1533456	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.84
04/20/2017	1533456	E 609-49751-253	Wine For Resale	WINE	240.00
04/20/2017	1533457	E 609-49751-206	Freight and Fuel Charges	FREIGHT	43.09
04/20/2017	1533457	E 609-49751-251	Liquor For Resale	LIQUOR	3,639.21
					\$5,928.04
ST. FRANCIS AMBASSADOR PROGRAM					
04/26/2017	.0417	E 101-45230-217	Other Operating Supplies	REIMBURSE FLOAT COSTS	382.52
					\$382.52
ST. FRANCIS AREA CHAMBER OF					
03/16/2017	.0417	E 101-45230-217	Other Operating Supplies	PIONEER DAYS - DONATION FR	2,000.00
					\$2,000.00
STOECKEL, TRACY					
04/26/2017	2937	G 601-22200	Deferred Revenues	REFUND ACCT# 2937	106.62

					\$106.62
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STREICHER S

04/19/2017	11258821	E 101-42110-237	Small Equipment	RIOT CHEST PROTECTOR	129.99
					\$129.99

SUMMIT COMPANIES

02/27/2017	1173110	E 101-42210-218	Equipment Repair & Maintenance	FIRE EXT MAINT	109.75
					\$109.75

SUN LIFE FINANCIAL

04/20/2017	.0517	E 101-41400-130	Employer Paid Insurance	INSURANCE	256.01
04/20/2017	.0517	E 101-41500-130	Employer Paid Insurance	INSURANCE	75.67
04/20/2017	.0517	E 101-41910-130	Employer Paid Insurance	INSURANCE	71.66
04/20/2017	.0517	E 101-42110-130	Employer Paid Insurance	INSURANCE	737.96
04/20/2017	.0517	E 101-42400-130	Employer Paid Insurance	INSURANCE	62.65
04/20/2017	.0517	E 101-43100-130	Employer Paid Insurance	INSURANCE	184.81
04/20/2017	.0517	E 101-43210-130	Employer Paid Insurance	INSURANCE	41.07
04/20/2017	.0517	E 101-45200-130	Employer Paid Insurance	INSURANCE	184.81
04/20/2017	.0517	E 601-49440-130	Employer Paid Insurance	INSURANCE	60.05
04/20/2017	.0517	E 602-49490-130	Employer Paid Insurance	INSURANCE	60.05
04/20/2017	.0517	E 609-49750-130	Employer Paid Insurance	INSURANCE	126.35
					\$1,861.09

SYNOVIA SOLUTIONS

04/14/2017	102025	E 101-43100-311	Contract	LEASE ON GPS	45.79
04/14/2017	102025	E 101-45200-311	Contract	LEASE ON GPS	45.79
04/14/2017	102025	E 601-49440-311	Contract	LEASE ON GPS	45.79
04/14/2017	102025	E 602-49490-311	Contract	LEASE ON GPS	45.82
					\$183.19

TJ ASSOCIATES

04/14/2017	222861	E 101-42110-237	Small Equipment	NEIGHBORHOOD WATCH SIGNS	199.50
04/20/2017	222914	E 101-42110-217	Other Operating Supplies	BUSINESS CARDS	39.00
					\$238.50

VERIZON WIRELESS

04/10/2017	9783677191	E 101-42210-321	Telephone	MOBILE DATA	210.06
					\$210.06

WATER LABORATORIES INC.

04/20/2017	19237	E 602-49490-313	Sample Testing	WATER TEST	70.00
					\$70.00

WINE MERCHANTS

04/12/2017	7128120	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.56
04/12/2017	7128120	E 609-49751-253	Wine For Resale	WINE	336.00
					\$340.56

ZIMMERMAN, AVERY

04/26/2017	1670	G 601-22200	Deferred Revenues	REFUND ACCT# 1670	104.51
					\$104.51

\$125,037.20

FUND SUMMARY

101 GENERAL FUND	\$40,266.80
208 POLICE FORFEITURE	\$5,082.90
601 WATER FUND	\$8,093.72
602 SEWER FUND	\$14,009.72
603 STORM WATER	\$8,337.00
609 MUNICIPAL LIQUOR FUND	\$49,247.06
Total	<u>125,037.20</u>

JEFFREY S. JOHNSON
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MICHAEL F. HURLEY
DOUGLAS G. SAUTER
HERMAN L. TALLE
CHARLES M. SEYKORA
DANIEL D. GANTER, JR.
BEVERLY K. DODGE
JAMES D. HOEFT
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JENNIFER C. MOREAU
DAVID R. SCHAPS
THOMAS R. WENTZELL
NICOLE R. WIEBOLD
LINDSAY K. FISCHBACH

OF COUNSEL
JON P. ERICKSON
STEVEN G. THORSON
W. JAMES VOGL, JR.
*JAMES H. WILLS

MEMORANDUM

TO: St. Francis City Council and Administrator
FROM: Scott Lepak, City Attorney
RE: Sunday off-sale liquor law change
DATED: April 26, 2017

The 2017 legislature amended the off-sale liquor laws in order to allow Sunday liquor sales. Effective July 1, 2017 liquor stores in Minnesota may be open on Sundays from 11 a.m. until 6:00 p.m. While wholesalers cannot deliver alcohol to these stores on Sunday or order solicitation or merchandise, this will likely have little effect on the consumer. Liquor stores must still be closed on Thanksgiving and Christmas and after 8:00 p.m. on Christmas Eve.

Liquor stores may choose to not be open on Sundays. In addition the City may impose further restrictions on the sale of alcohol within its limits – including the hours of sale.

In the event that the City is interested in expanding off sale liquor store hours to match state law, it would appear to be directed primarily at Section 5-4-3 governing both on-sale and off-sale.

Other areas to address if the City wishes to coordinate on-sale with state law but continue the 1:00 AM limitation for on-sales:

Section 5-3-3 Hours and Days of Beer Sales

Section 5-4-2 Sunday Sales

Section 5-4-5 Hours and Days of Sales by On-Sale Wine Licensees.

Section 5-8-5 Sunday Sales (to coordinate the growler sales to the same as Sunday off-sales).

Council direction is sought on these issues. In the event that the Council wishes to change the referenced ordinances, the proposed ordinance amendments are attached.

Proposed Action: Motion to Approve First Reading of Ordinance ____ Second Series, Amending Sections 5-3-3 (Hours and Days of Beer Sales); 5-4-2 (Sunday Sales); 5-4-3 (Hours and Days of Liquor Sales); 5-4-5 (Hours and Days of Sales by On-Sale Wine Licensees) and 5-8-5 (Sunday Sales). *Note - Roll call vote and 4/5 approval needed.*

711589-v2

The law in this area is:

CHAPTER 6--H.F.No. 30

An act relating to liquor; permitting the off-sale of intoxicating liquor on Sundays; prohibiting certain deliveries on Sunday; amending Minnesota Statutes 2016, section 340A.504, subdivision 4.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2016, section 340A.504, subdivision 4, is amended to read:

Subd. 4. Intoxicating liquor; off-sale.

(a) No sale of intoxicating liquor may be made by an off-sale licensee:

- (1) on Sundays, except between the hours of 11:00 a.m. and 6:00 p.m.;
- (2) before 8:00 a.m. or after 10:00 p.m. on Monday through Saturday;
- (3) on Thanksgiving Day;
- (4) on Christmas Day, December 25; or
- (5) after 8:00 p.m. on Christmas Eve, December 24.

(b) No delivery of alcohol to an off-sale licensee may be made by a wholesaler or accepted by an off-sale licensee on a Sunday. No order solicitation or merchandising may be made by a wholesaler on a Sunday.

EFFECTIVE DATE.

This section is effective July 1, 2017.

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

ORDINANCE 228, SECOND SERIES

AN ORDINANCE AMENDING SECTIONS:

**5-3-3 Hours and Days of Beer Sales; 5-4-2 Sunday Sales; 5-4-3 Hours and Days of
Liquor Sales; 5-4-5 Hours and Days of Sales by On-Sale Wine Licensees; and
5-8-5 Sunday Sales**

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Adopted. That Section 5-3-3 entitled "Hours and Days of Beer Sales" shall hereby be amended to read as follows:

5-3-3: HOURS AND DAYS OF BEER SALES. Hours and days of beer sales will be as outlined in Minn. Stat. Sec. 340A.504 and other applicable state law except that no on-sales may occur after 1:00 AM until the beginning of the next morning sales as permitted by state law. No sale of beer shall be made between the hours of 1:00 AM and 10:00 AM on the days of Monday through Saturday, nor between the hours of 1:00 AM and 12:00 NOON on Sunday.

Section 2. Code Adopted. That Section 5-4-2 entitled "Sunday Sales" shall hereby be amended to read as follows:

5-4-2: SUNDAY SALES. (Ord 72, SS, 6-16-2003)

- A. License Required. The electorate of the City having heretofore authorized the same at a general or special election, a Sunday on-sale liquor license may be issued to restaurants or clubs in conjunction with the sale of food, which have on-sale liquor licenses and which also have seating capacity for not less than fifty (50) guests at one time. Prior to issuance of such license, the applicant shall provide the City with proof of financial responsibility for Sunday sales.
- B. Hours of Sale. The hours of Sunday on-sale liquor sales shall be as outlined in Minn. Stat. Sec. 340A.504 and other applicable state law except that no on-sales may occur after 1:00 AM until the beginning of the next morning sales as permitted by state law. from 10:00 AM on Sundays to 1:00 AM on Mondays, provided that the license is in conformance with the Minnesota Clean Air Act.
- C. Unlawful Acts. It is unlawful to sell on-sale liquor on Sunday unless such sales are (1) licensed in accordance with this Section, (2) in conjunction with the sale of food, and (3) during hours of permitted sales.

Section 3. Code Adopted. That Section 5-4-3 entitled "Hours and Days of Liquor Sales" shall hereby be amended to read as follows:

5-4-3: HOURS AND DAYS OF LIQUOR SALES. Hours and days of Liquor Sales will be as outlined in Minn. Stat. Sec. 340A.504 and other applicable state law except that no on-sales may occur after 1:00 AM until the beginning of the next morning sales as permitted by state law.. No sale of liquor shall be made between the hours of 1:00 AM and 8:00 AM on the days of Monday through Saturday, nor after 1:00 AM on Sundays nor between the hours of 8:00 PM on December 24; and 8:00 AM on December 25. No off-sale shall be made on Sundays, nor before 8:00 AM or after 10:00 PM on Monday through Saturday, nor on Thanksgiving Day or Christmas Day, December 25. (NOTE: This Section does not prohibit sales during hours when on-sale is permitted on Sunday as stated in the Section of this Chapter entitled "Sunday Sales".)

Section 4. Code Adopted. That Section 5-4-5 entitled "Hours and Days of Sales by On-Sale Wine Licensees" shall hereby be amended to read as follows:

5-4-5: HOURS AND DAYS OF SALES BY ON-SALE WINE LICENSEES. Hours and days of on-sales for wine will be as outlined in Minn. Stat. Sec. 340A.504 and other applicable state law except that no on-sales may occur after 1:00 AM until the beginning of the next morning sales as permitted by state law. No on-sale of wine shall be made between the hours of 1:00 AM and 10:00 AM on Sunday, nor between 1:00 AM and 8:00 AM on the days of Monday through Saturday, nor between the hours of 8:00 PM on December 24 and 8:00 AM on December 25.

Section 5. Code Adopted. That Section 5-8-5 entitled "Sunday Sales" shall hereby be amended to read as follows:

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

Section 6. Effective Date. This Ordinance shall take effect on the later of 30 days after its publication or July 1, 2017.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS _____ DAY OF _____, 2017.

APPROVED:

Steven D. Feldman
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

711581-v2

TO: Joe Kohlmann, City Administrator
FROM: John Schmidt, Liquor Store Manager
SUBJECT: Camera Security System Replacement
DATE: 5-1-2017

OVERVIEW: Camera surveillance in the Bottle shop is used for investigation and prosecution of product theft and for employee safety. Current Camera system is over 10 years old and is no longer supported. Intermittent failures in the camera system has triggered an immediate need for replacement. The IT Department put together pricing for the replacement of the camera system in the beginning of March 2017 for CIP Budget planning purposes. The equipment pricing is reflective of the bulk purchasing power of the Metro-INET Group. Installation quotes were received from 3 qualified contractors. New technology will allow for better picture quality and improved surveillance coverage. The new technology will also allow the Bottle Shop surveillance system to be connected to the surveillance system at the Police and Public Works Facility. This is important for 2 reasons, police can monitor activity from any system computer and they can prepare copies of the video for prosecution purposes.

The proposed video management software system is cost-shared amongst the cities that participate in the Metro-INET consortium. This system is supported by the City of Roseville through the shared IT services agreement. The annual operating costs cover the required licenses on the shared system as well as the expected data storage for the video images, based on a 14-day retention period.

ACTION TO BE CONSIDERED: Authorize IT Department to replace camera system for the approximate price of \$17,500.00. The Council may also consider doing nothing.

BUDGET IMPLICATION: Funds are available in the Liquor Store Fund for this purchase. This is a planned purchase in the CIP (system failures have caused this purchase to be expedited).

Expected Annual Operating Cost: - \$1,632.00 for video management software licensing and video data storage.

Attachments: Pricing spreadsheet provide by Metro-INET.

	Cabling (MTG)	Camera Hardware	Software License	Other Equipment	Total Capital Cost	Annual Operating
City Hall	\$ 1,433.13	\$ 2,841.38	\$ 1,389.60	\$ 350.00	\$ 6,014.11	\$ 680.00
Bottle Shop	\$ 3,084.72	\$ 7,806.68	\$ 3,335.04	\$ 3,020.00	\$ 17,246.44	\$ 1,632.00
Fire Station	\$ 1,267.80	\$ 2,280.10	\$ 833.76	\$ -	\$ 4,381.66	\$ 408.00
Total Project (est)					\$ 27,642.21	\$ 2,720.00

Installation Quotes

	MTG	NDI	AllState
City Hall	\$ 1,433.13	\$ 1,702.00	\$ 1,877.00
Bottle Shop	\$ 3,084.72	\$ 4,492.00	\$ 4,358.00
Fire Station	\$ 1,267.80	\$ 1,476.00	\$ 1,644.00
Totals	\$ 5,785.65	\$ 7,670.00	\$ 7,879.00

MEMORANDUM

TO: Joe Kohlmann, City Administrator
FROM: Craig J. Jochum, City Engineer
DATE: April 26, 2017
RE: Preliminary Report - Kings Highway and Riverbank Lane

OVERVIEW

As requested we have reviewed the stormwater issues that were discussed at a recent City Council meeting in the neighborhood adjacent to Kings Highway and Riverbank Lane. The general area reviewed is shown on attached Exhibit A. A total of 29 St. Francis residents and 2 Stanford Township residents currently access these road segments. The current road surface is gravel and ranges in width from 26 feet to 32 feet wide.

STORMWATER ISSUES

A majority of the stormwater issues are in areas of the roadway that do not have any back slopes on the ditches. Water runs off the road and upstream ditches and yards and discharges through yards at points in the ditch where there are no back slopes. It is evident from a field review that the runoff in these areas, especially on the east side of Riverbank Lane, is causing erosion.

Another factor contributing to the lack of drainage in the ditch system, is sediment buildup in the ditch bottoms and driveway culverts. Based on the plat of Kings Ranch Addition, it is estimated that Kings Highway and Riverbank Lane were constructed in 1964. It can be expected after 50 years of service, with the gravel surface, that sediment will accumulate over time in the ditches and culverts.

PROPOSED IMPROVEMENTS

A number of proposed improvements have been identified to correct the stormwater issues discussed above. In general, these items include:

1. Clean sediment from ditches.
2. Remove and replace existing culverts and install flared end sections.
3. Reprofile ditches where needed.
4. Construct ditch backslopes where needed and possible.
5. Pave streets and add curb and gutter in the areas that do not allow for ditching (east side of Riverbank Lane).

COST ESTIMATES

Preliminary cost estimates were completed for the improvements discussed above. The construction cost estimates were separated for Kings Highway (Table 1) and Riverbank Lane (Table 2). The cost estimates were separated for items that were considered 100% Road Costs, 100% Stormwater Costs, and 50% Road Costs and 50% Stormwater Costs. Table 3 summarizes the total project costs which includes 18% for construction contingency and overhead. The total estimated project cost is \$430,015.

This cost is further broken down as follows:

Total Road Costs	\$198,665
<u>Total Stormwater Costs</u>	<u>\$231,350</u>
Total Project Costs	\$430,015

If the current assessment policy is used to provide a cost split the property owners would be responsible for \$291,205 and the City would be responsible for \$138,810. The City's cost share includes 60% of the estimated total project stormwater costs.

SUMMARY

This information is being provided to give Council a general idea of the issues observed and to provide an approximate cost of the proposed improvements. The cost was provided with only field observations. No original construction plans or surveys are available for Kings Highway or Riverbank Lane. It would cost approximately \$8,500 to complete a detailed feasibility which would include field survey.



0 105 210 420
Feet



**Hakanson
Anderson**

Legend

- Gravel Surface
- Parcels
- City Boundary

Exhibit A

Table 1
Construction Estimate
City of St. Francis

Kings Highway - Street and Stormwater Improvements

100% Road Costs

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION
1	MILL BITUMINOUS SURFACE	5	SQ YD	\$9.50	\$51
2	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	24	LIN FT	\$4.30	\$103
3	SALVAGE MAILBOX	10	EACH	\$41.20	\$412
4	SUBGRADE PREPARATION	15	ROAD STA	\$150.00	\$2,175
5	AGGREGATE BASE CLASS 5	272	TON	\$16.00	\$4,356
6	SHOULDER BASE AGGREGATE CLASS 2	147	TON	\$45.65	\$6,693
7	BITUMINOUS MATERIAL FOR TACK COAT	193	GALLON	\$1.75	\$338
8	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	367	TON	\$54.45	\$19,975
9	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	489	TON	\$52.31	\$25,587
10	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) 2.5" THICK	111	SQ YD	\$19.48	\$2,164
11	6" CONCRETE DRIVEWAY PAVEMENT	22	SQ YD	\$59.51	\$1,322
12	FURNISH & INSTALL MAILBOX SUPPORT	10	EACH	\$150.00	\$1,500
13	SIGN PANELS TYPE C	18	SQ FT	\$41.20	\$742

\$65,418

100% Stormwater Costs

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION
14	CLEARING & GRUBBING	1	LUMP SUM	\$1,500.00	\$1,500
15	REMOVE CULVERTS	300	LIN FT	\$5.00	\$1,500
16	COMMON EXCAVATION (EV)	1074	CU YD	\$12.30	\$13,211
17	HAUL AND DISPOSE EXCESS MATERIAL	1074	CU YD	\$5.80	\$6,230
18	15" CP PIPE CULVERT (SMOOTH)	300	LIN FT	\$41.05	\$12,315
19	15" CS PIPE APRON	20	EACH	\$225.00	\$4,500
20	15" RC PIPE APRON	2	EACH	\$950.00	\$1,900
21	15" RC PIPE CULVERT DESIGN 3006 CLASS III	42	LIN FT	\$80.00	\$3,360
22	CONCRETE CURB & GUTTER DESIGN B418	300	LIN FT	\$10.70	\$3,210

\$47,726

50% Road Costs and 50% Stormwater Costs

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION
18	MOBILIZATION	1	LUMP SUM	\$3,500.00	\$3,500
19	SILT FENCE, TYPE MACHINE SLICED	1000	LIN FT	\$1.60	\$1,600
20	TRAFFIC CONTROL	1	LUMP SUM	\$500.00	\$500
21	SEDIMENT CONTROL LOG TYPE WOOD CHIP	100	LIN FT	\$3.15	\$315
22	CULVERT END CONTROLS	1	EACH	\$150.00	\$150

\$6,065

Total Estimated Construction Cost \$119,209

Table 2
Construction Estimate
City of St. Francis
Riverbank Lane - Street and Stormwater Improvements

100% Road Costs

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION
1	MILL BITUMINOUS SURFACE	5	SQ YD	\$9.50	\$51
2	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	24	LIN FT	\$4.30	\$103
3	SALVAGE MAILBOX	23	EACH	\$41.20	\$948
4	SUBGRADE PREPARATION	23	ROAD STA	\$150.00	\$3,390
5	AGGREGATE BASE CLASS 5	212	TON	\$16.00	\$3,395
6	SHOULDER BASE AGGREGATE CLASS 2	47	TON	\$45.65	\$2,123
7	BITUMINOUS MATERIAL FOR TACK COAT	301	GALLON	\$1.75	\$527
8	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	572	TON	\$54.45	\$31,133
9	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	762	TON	\$52.31	\$39,880
10	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) 2.5" THICK	256	SQ YD	\$19.48	\$4,978
11	6" CONCRETE DRIVEWAY PAVEMENT	51	SQ YD	\$59.51	\$3,042
12	FURNISH & INSTALL MAILBOX SUPPORT	23	EACH	\$150.00	\$3,450
13	SIGN PANELS TYPE C	18	SQ FT	\$41.20	\$742

\$93,762

100% Stormwater Costs

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION
14	CLEARING & GRUBBING	1	LUMP SUM	\$2,500.00	\$2,500
15	REMOVE CULVERTS	345	LIN FT	\$5.00	\$1,725
16	COMMON EXCAVATION (EV)	2093	CU YD	\$12.30	\$25,739
17	HAUL AND DISPOSE EXCESS MATERIAL	2093	CU YD	\$5.80	\$12,137
18	SALVAGED AGGREGATE (CV) (P)	1451	CU YD	\$25.75	\$37,360
19	CONCRETE FLUME	3	EACH	\$721.00	\$2,163
20	15" CP PIPE CULVERT (SMOOTH)	552	LIN FT	\$41.05	\$22,660
21	15" CS PIPE APRON	46	EACH	\$225.00	\$10,350
22	15" RC PIPE APRON	2	EACH	\$950.00	\$1,900
23	15" RC PIPE CULVERT DESIGN 3006 CLASS III	42	LIN FT	\$80.00	\$3,360
24	CONCRETE CURB & GUTTER DESIGN B418	1800	LIN FT	\$10.70	\$19,260

\$139,153

50% Road Costs and 50% Stormwater Costs

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION
25	MOBILIZATION	1	LUMP SUM	\$7,500.00	\$7,500
26	SILT FENCE, TYPE MACHINE SLICED	2000	LIN FT	\$1.60	\$3,200
27	TRAFFIC CONTROL	1	LUMP SUM	\$500.00	\$500
28	SEDIMENT CONTROL LOG TYPE WOOD CHIP	300	LIN FT	\$3.15	\$945
29	CULVERT END CONTROLS	1	EACH	\$150.00	\$150

\$12,295

Total Estimated Construction Cost \$245,210

Table 3
Summary of Project Costs
City of St. Francis
Kings Highway and Riverbank Lane - Street and Stormwater Improvements

	Kings Highway Construction Cost	Riverbank Lane Construction Costs	Total Estimated Construction Costs	18% Construction Contingency & Overhead	Total Estimated Project Cost
100% Road Cost	\$65,418	\$93,762	\$159,180	\$28,652	\$187,833
100% Stormwater Cost	\$47,726	\$139,153	\$186,879	\$33,638	\$220,517
50% Road & 50% Stormwater	\$6,065	\$12,295	\$18,360	\$3,305	\$21,665
Total Road Cost	\$68,451	\$99,909	\$168,360	\$30,305	\$198,665
Total Stormwater Cost	\$50,758	\$145,301	\$196,059	\$35,291	\$231,350
		Project Totals	\$364,419	\$65,595	\$430,015

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9 C

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Riverbank Lane – Grant Opportunities
DATE: 04/25/2017

OVERVIEW:

As requested a review of potential funding sources was discussed between city staff, the City Planner and Engineer for the Riverbank Lane road and drainage improvements.

The following funds were reviewed:

1. Anoka County – no funding identified
2. Anoka County Conservation District – does not qualify
3. MN State Aid Local Road Improvement Program – this is a potential program for this project especially with the drainage issues involved. However, the last time this program was funding through the legislature was in 2015. Slight chance in 2017 for funding.
4. MN Legacy Funds - would be difficult to apply these funds towards this project. Very competitive and additionally looks for water sources that are contaminated. Looks for watershed applications and participation.

ACTION TO BE CONSIDERED:

Nothing at this time.

Staff will continue to review options and opportunities towards this project.

BUDGET IMPLICATION:

Nothing at this time

Attachments:

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9D

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Schedule a Work Session week of May 22nd
DATE: 5-1-17

OVERVIEW:

Staff is looking to schedule a work session on May 22nd with the City Council. Staff wants to discuss two items that will likely require lengthy discussion.

First, Staff wants to discuss the "chickens" ordinance. Secondly, Staff wants to discuss the Capital Improvement Plan (CIP).

ACTION TO BE CONSIDERED: Provide Staff with direction on an appropriate work session date and time.

Attachments:

- None

To: City Council/City Administrator

From: Todd Schwieger, Chief of Police

Date: May 1, 2017

RE: 1st Quarter Report

1st Quarter 2017 Training: Officers are required to complete a certain amount of continuing education training hours to maintain their peace officer license. Some trainings are made mandatory by the MN Peace Officer Standards and Training Board (POST) and the department head. Other trainings are suggested but not mandatory. There are many other training courses officers request to attend to increase their knowledge and understanding in certain areas. Officers also do many of their trainings online through a program called PATROL. PATROL allows officers to complete mandatory and optional courses online while also receiving POST continuing education credits.

Courses attended by the officers in the 1st quarter included:

First Aid/CPR

SFST (Standardized Field Sobriety Training)

ARIDE (Advanced Roadside Impaired Driving Enforcement)

DMT (Machine used to process DWI suspects).

Supervisor Command Training

Use of Force Instructor

1st Quarter Stats Report (attached):

The types of calls officers respond to are broken down into Part 1 and 2 offenses and Part 3, 4, 5 offenses. Examples of the offenses are shown as well as how many offenses officers responded to and completed incident reports on in the 1st quarter of 2017.

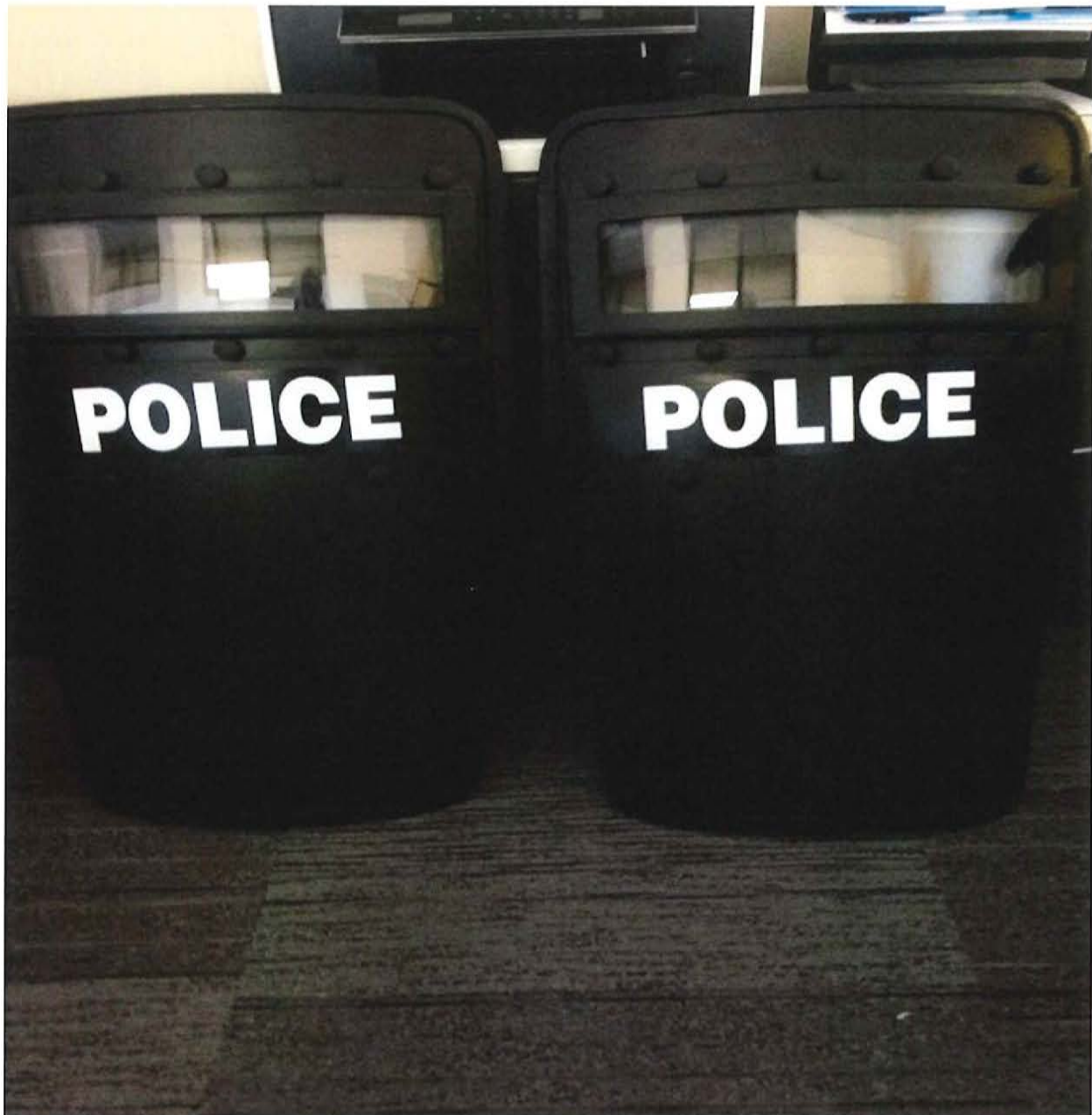
Investigations:

In the 1st quarter there were 53 cases assigned to the department investigator which included motor vehicle theft, theft, burglary, forgery, fraud, assault.

Forfeiture Fund:

Items purchased with forfeiture funds in the 1st quarter include two ballistic shields which will be kept in our dayshift and nightshift squad cars. These shields will serve as extra protection during dangerous entries or when dealing with armed subjects. Another item purchased with forfeiture funds is a

handheld laser radar gun which will be used for speed enforcement traffic details. Mobile Field Force gear was also purchased for two of our officers who will be on the Anoka County Mobile Field Force Team. The team will be deployed to incidents where active protests are taking place or are likely to take place. The team will be used to keep the peace at the assemblies and to take action when the protests threaten public safety or public peace.



2017

There are many new events coming in 2017 organized by the St Francis Police Department. One event is the Bike Rodeo which will take place on June 6th at the Police Department. The Bike Rodeo is an event that promotes bicycle safety and will consist of a bicycle obstacle course, food, prizes and bike helmet sales and fitting. The fire department will also be present at the bike rodeo along with Allina Ambulance and the First Baptist Church food shelf.

The Car Seat Clinic is another event taking place at the police department on June 8th. The Car Seat Clinic is an opportunity for citizens to stop by and have their car seats inspected to make sure that they're properly installed. The police department currently has two officers certified as car seat technicians.

The new Neighborhood Watch Program has started in St Francis and members of the police department will meet with block leaders in May. The police department is providing Neighborhood Watch packets and window stickers to block captains. The police department will then provide a Neighborhood Watch sign to each participating neighborhood to be placed on an existing sign which will advise everyone that there is an active Neighborhood Watch in the area. Neighborhood Watch is an excellent way for citizens to work in collaboration with the police department to combat and deter criminal activity. The police department is planning to hold its own Night to Unite celebration in August and more details of this event will be discussed in the 2nd quarter report.

2017 1st Quarter Statistics

Offense Type	Description Examples	Number of Calls- 1 st Quarter
Part 1 and 2	Theft, Fraud, Damage to Property, Burglary, DWI, Assaults,	114
Part 3,4,5	Suspicious persons/activity, Vehicle lock outs, Animal complaints, Check welfare, Accidents, Alarms, Medical, Parking complaints, MV	809

	Complaints, Warrant arrests, Neighborhood Disputes, Extra Patrol requests.	
<u>Total Calls For Service</u>		<u>923</u>
<u>Investigations</u>		<u>53</u>

Calls for service breakdown: Part 1 & 2 offenses

	1st Quarter
Thefts	35
Burglaries	1
Assaults	11
DWIs	7
Citations	76
Fraud	2

Calls for service breakdown: Part 3, 4, 5 offenses

	1st Quarter
Suspicious Activity	67
Vehicle lockouts	21
Medicals	83
Alarms	46
Vehicle Accidents	31
Agency Assists	63
Domestic situations	60
Juvenile Activity	1
Civil disputes/Landlord-tenant/Child Custody	31