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WORK SESSION

5:30 p.m.

Upper Level Conference Room

WAITE PARK CITY COUNCIL AGENDA

MONDAY, FEBRUARY 22, 2016

6:30 P.M.

6:30 P.M. Pledge of Allegiance
Open Forum – two minute limit

Review and approve, February 22, 2016 Council Agenda

1. Consent Agenda:

Recommended action: approval of following items

- A. Approve Council Minutes for February 1, 2016
 - B. Approve Hiring Process for Police Transcriptionist Position
 - C. Approve Renewal of 2016 Joint Powers Agreement with the BCA
 - D. Approve Amended Building Inspections Services Agreement
 - E. Approve Extension of Conditional Use Permit for Verizon Antenna Tower at 2150 County Road 137
 - F. Approve Final Plat for Kwik Trip - 10th Ave South and 1st St South
 - G. Approve Retirement of Robert Jaeger from Fire Department
 - H. Approve Purchase of One Ton Truck
 - I. Approve Resolution Approving Applicable Portions of the Settlement Agreement and Release of Claims
 - J. Approve Brad Veenstra's compensation proposal
 - K. Approve Proposal for Concept Plan of Amphitheater Project
2. Think Creative Proposal for Branding Strategy
3. Silver Leaf Development Agreement
4. Higher Ground Church of Christ - 523 2nd Street North
- A. Conditional Use Permit – Allow for Church in R-1 District
 - B. Variance – Allow for Increase in Distances for Collective Parking from 350 to 400 Feet
5. Council/Mayor
- A. Review and Approve Bills
6. Administrator
- A. Update

ADJOURN

**CITY OF WAITE PARK
CALL TO ORDER –**

**PLEDGE OF ALLEGIANCE
OPEN FORUM**

Review and Approve February 22, 2016 Council Agenda

Councilmember _____ moved that the Council Agenda for February 22, 2016 be approved as presented.

Councilmember _____ seconded the motion.
Motion (Approved) (Denied)

Agenda Item No. 1-Consent Agenda

1. Consent Agenda:

Recommended action: approval of following items

- A. Approve Council Minutes for February 1, 2016
- B. Approve Hiring Process for Police Transcriptionist Position
- C. Approve 2016 Joint Powers Agreement with the BCA.
- D. Approve Amended Building Inspections Services Agreement
- E. Approve Extension of Conditional Use Permit for Verizon Antenna Tower at 2150 County Road 137
- F. Approve Final Plat for Kwik Trip 10th Ave South and 1st St S
- G. Approve Retirement of Robert Jaeger from Fire Department
- H. Approve Purchase of One Ton Truck
- I. Approve Resolution Approving Applicable Portions of the Settlement Agreement and Release of Claims
- J. Approve Brad Veenstra's compensation proposal
- K. Approve Proposal for Concept Plan of Amphitheater Project

Councilmember _____ moved that the Consent Agenda, as presented, be approved.

Councilmember _____ seconded the motion.

ROLL CALL

Councilmember Michael Linquist _____
Councilmember Charles Schneider _____
Councilmember Vic Schulz _____
Councilmember Frank Theisen _____
Mayor Richard Miller _____

Motion (Approved) (Denied)

WAITE PARK CITY COUNCIL MEETING

FEBRUARY 1, 2016

A meeting of the Waite Park City Council was held at Waite Park City Hall on Monday, February 1, 2016 beginning at 6:30 PM.

MEMBERS PRESENT

Members present were Mayor Miller, Councilmembers Linqvist, Schneider, Schulz and Theisen.

CITY REPRESENTATIVES PRESENT

City Representatives present were City Administrator Johnson, Deputy Clerk-Treasurer Virnig, Chief of Police Bentrud, Public Works Director Schluenz, Planning and Community Development Director Noerenberg, Attorney Hansmeier, SEH Engineer Wotzka

OTHERS PRESENT

Bethany Benning, Adam Mrosle, Wayne Gilroy, Jocelyn Wood-Rothanburg, Lester Gilroy

OPEN FORUM

Mayor Miller invited anyone wishing to speak during the open forum to step forward, but no one came forth.

COUNCIL AGENDA

Motion by Member Theisen, second by Member Schneider, to approve the 2/1/16 Council Agenda as presented. The motion carried unanimously.

1. CONSENT AGENDA

Motion by Member Schneider, second by Member Schulz, to approve the following 2/1/16 Consent Agenda items:

- 1.A. Approved Council Minutes for January 11, 2016
- 1.B. Approved One Day Gambling License for St. Joseph's Volunteer Firefighter Relief Association at the Moose Lodge
- 1.C. Approved Enterprise Massage License for Relaxation by Leah LLC
- 1.D. Approved Enterprise License for Quiet and Serene Massage LLC
- 1.E. Approved Plans and Specifications for the Sis Demolition and Authorize Advertising for Bids
- 1.F. Approved Pay Equity Report. An amended report that included the part-time equivalents was presented to the Council for approval.
- 1.G. Approved Resignation of Larry Atkinson from Police Department
- 1.H. Approved Resolution Calling for a Public Hearing on Tax Abatement Bonds
(RESOLUTION NO. 020116-01)
- 1.I. (Pulled for Discussion – Regarding Hiring Process for Maintenance Worker)
- 1.J. Approved 2016 Property Casualty Insurance

The motion carried unanimously.

1.I. HIRING PROCESS FOR MAINTENANCE WORKER

Member Linqvist stated he would like to table this issue to discuss at a future meeting. He would like to discuss what type of position they are hiring for and the qualifications with the new building that may possibly be built. Member Theisen stated he would like to review the job description. City Administrator Johnson stated the Civil Service Board has already reviewed the position.

Motion by Member Linqvist, second by Member Theisen, to pull the hiring process for a maintenance worker and discuss it at a work session. Member Schulz questioned what the Civil Service Board does. City Administrator Johnson stated they review job descriptions, meet with the staff to establish the skill set they are looking for, establish the criteria for testing and establish the ranking system. It was also mentioned the City Council appoints the Civil Service Board Members.

1.I. HIRING PROCESS FOR MAINTENANCE WORKER (Cont'd.)

Ayes: Mayor Miller, Members Linquist, Schneider, Theisen

Nays: None

Abstained: Members Schulz

The motion carried.

2. REQUEST TO HARBOR 3 DOGS AT 1825 FRONTAGE ROAD NORTH

Bethany Benning is requesting the Council to allow 3 dogs in her home. She has two dogs at the residence and there is the possibility her boyfriend may be moving in, who also has a dog.

Member Theisen stated if there is an approval to allow 3 dogs at this property, once one of the dogs is gone, it cannot be replaced.

Motion by Member Linquist, second by Member Theisen, to approve allowing Bethany Benning to house 3 dogs at her property. The motion carried unanimously.

3. COUNCIL/MAYOR

3.A. REVIEW AND APPROVE BILLS

Motion by Member Theisen, second by Member Schulz, to authorize payment of the accounts payable list (1115M1, 1115M2, 0116D1, 0116D2, 0116D3, 0116D4). The motion carried unanimously.

Mayor Miller read a thank you letter received from Wacosa for the \$1,000 donation from the City.

5. ADMINISTRATOR

5.A. UPDATE

City Administrator Johnson reviewed the following:

- There will be a Joint Work Session with the Park Board on February 9, 2016 regarding the amphitheater. There will be a tour of the proposed site at 8 a.m. with the Work Session starting at 10 a.m.
- The State of the Cities Address will be on February 17, 2016 at the American Legion.
- There will be an Employee Chili Cook-off on February 3, 2016.

ADJOURNMENT

Mayor Miller declared the meeting adjourned at 6:41 p.m.

Shaunna Johnson
City Administrator-Clerk-Treasurer

Richard E. Miller
Mayor

Consent Agenda Item B: Hiring Process for Police Transcriptionist

As a result of the additions of two full-time police officers in 2015 and the recent resignation of Larry Atkinson as part-time Police Officer this has created an opportunity to address a different staffing issue within the police department. Given the increased demands placed on Records for transcription capabilities the department is seeking the ability to hire a part-time transcriptionist position. The police department is requesting that funds already included in the 2016 budget be moved from the 1015 account for part-time officers to the 1200 account used for part-time records staff. The pay-grade for part-time police officer is Grade 7 while the pay grade for part-time transcriptionist will be Grade 1. This part-time transcriptionist position would be 14 hours or less per week.

There is not currently a potential internal candidate for this position so it will be necessary to seek an external candidate. The final candidate will be required to submit a job application, have the necessary experience and abilities as listed in the job description. In addition final candidates will participate in a job interview and must pass a thorough background check.

The salary for the position of part-time Police Transcriptionist will start at Pay Grade 1 Step 1 at \$15.9096 per hour. However, it might be necessary to deviate somewhat and move to a higher step in order to find the right person with the right experience.

The final candidate for this position and their wage requirements will be submitted to the City Council for final approval.

Requesting approval to begin the process of hiring a part-time Police Transcriptionist for the police department.

Consent Agenda Item C: Renew 2016 Joint Powers Agreement with the BCA

Every five years we are required to renew our Joint Powers Agreement with the Bureau of Criminal Apprehension (BCA) and the State of MN in order to access the state computer for criminal history information, driver license checks, motor vehicle registration etc.

This is not a new program rather a “routine” renewal of a working agreement that has existed for years between the City of Waite Park and the State of Minnesota.

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF WAITE PARK ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Waite Park on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Waite Park, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Waite Park on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the Chief of Police, David W. Bentrud, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Administrative Assistant Lisa Laudenbach is appointed as the Authorized Representative's designee.

3. That the City Attorney, Gordon Hansmeier of Rajkowski Hansmeier LTD, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Steve Bader staff attorney for Rajkowski Hansmeier LTD is appointed as the Authorized Representative's designee.

4. That Richard E. Miller, the Mayor for the City of Waite Park, and Shaunna Johnson, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 22nd day of February, 2016.

CITY OF WAITE PARK

By: Richard E. Miller
Its Mayor

ATTEST: _____
By: Shaunna Johnson
Its City Administrator

Consent Agenda Item D: Building Inspections Services Agreement

In reviewing the agreement for Building Inspections Service, there was language that was omitted from the original agreement to the new agreement. It was not the intention to omit the language as it pertained to how the contractors will be compensated for additional work that is beyond the scope of the agreement. In addition to this change, Jeff Howe is requesting to have the insurance requirement reduced from \$1.5 million down to \$1 million. The reason for this change is based on the insurance requirements. Jeff has the ability to be insured for \$1 million or \$2 million. In speaking with Gordon and our insurance company, the \$1 million is sufficient enough for the insurance liability coverage. Enclosed is a copy of the agreement with the revisions. Staff recommends approval of the agreement as presented.

BUILDING INSPECTION SERVICES AGREEMENT

This Building Inspection Services Agreement (hereafter, "Agreement"), is made and executed this 1st day of January, 2016, by and between the City of Waite Park, a political subdivision organized under the laws of the State of Minnesota, (hereafter, "City") and Code Consulting Professionals, LLC., a Minnesota Limited Liability Company (hereafter, "Contractor"), collectively "the parties".

WHEREAS, the City has enacted the Minnesota Building Code (the "Code");

WHEREAS, the City requires building inspection services to ensure compliance with the Code;

WHEREAS, the Contractor is engaged in the business of providing building inspection services to cities and is licensed to provide such inspection services;

WHEREAS, the City desires to retain the building inspection services of Contractor subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Contractor desires to provide such services to the City.

NOW, THEREFORE, for good and valuable consideration, based upon the mutual promises and covenants herein, the parties agree as follows:

1. Building Official.

The City hereby appoints and retains Code Consulting Professionals, LLC, as the Administrative Authority (hereafter, "Building Official") for the City.

2. Representations and Warranties of Contractor.

Contractor represents and warrants to City that Contractor and all its building inspection agents and/or employees are certified by the State of Minnesota. Contractor represents and warrants that the Contractor and all its building inspection agents/or employees hold all necessary and required licenses to perform the Required Services of this Agreement. The Contractor represents and warrants that the Contractor and all its building inspection agents and/or employees shall comply with all relevant federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards existing or hereafter promulgated.

3. Terms and Termination.

A. Term.

This agreement is effective commencing January 1, 2016 and shall consist of a period of 36 months of service. The Agreement shall continue in effect until December 31, 2018 unless City and Contractor mutually agree in writing to extend or terminate this Agreement.

B. Termination.

1. **For Cause.** Either party to this Agreement may immediately terminate this Agreement and declare this Agreement void and of no further force or effect in the event of breach or default of any of the terms, conditions, or covenants contained in this Agreement or in the event of conflict of interest as described in Section 11 herein. Failure to terminate this Agreement for breach, default, or conflict of interest shall not constitute a waiver of the ability to terminate.
2. **General.** Either party may terminate this Agreement without cause with 90 days written notice.

4. Scope of Services.

The Contractor shall provide all services consistent with Minnesota Rule Chapter 1300 and any other relevant statute(s) related to the role of the Building Official. During the term of this agreement, the Contractor agrees to perform the following services:

- A. Providing Building Code inspections for new construction, nuisance complaints and existing structures, including fire code issues and building code issues as required by Minnesota Statutes and local ordinance;
- B. Providing re-inspections as required;
- C. Issuing occupancy permits upon final completion of the structure.
- D. Review of building plans for compliance with building code requirements which plans shall be reviewed in a timely manner with qualified personnel providing review.
- E. Providing monthly reports to the city administrator summarizing activities performed.
- F. Rental inspections of 400 units per year unless an exception is made by the City due to additional work load constraints.
- G. Fire Inspections in an amount agreed by the Contractor and City Administrator.
- H. Providing reasonable availability of inspection services with full time regular inspection and office hours and availability to the public and city staff and officials for questions and inquiry.

City agrees to provide the Contractor with access to pertinent information, records, systems and data, as determined necessary in the discretion of the Contractor. The Contractor shall provide all building code related forms. The Contractor shall perform the services under this contract at such location and at such times, as the Contractor deems appropriate while providing necessary coverage per week.

The Contractor shall provide all tools, transportation, and communication devices it deems necessary to carry out the field services of this agreement. The City of Waite Park agrees to provide office space and a city inspection vehicle at the city's cost.

The Contractor agrees to proceed diligently and in accordance with its usual course and manner of business. The Contractor may at its discretion retain subcontractors in the performance of this agreement. All subcontracts shall reference this Agreement and require the subcontractor to comply with all of the terms and conditions of this Agreement and the city shall be notified of any proposed subcontractors and shall retain the right to approve the subcontractors, which approval shall not unreasonably be withheld. The Contractor shall be responsible for the satisfactory and timely completion of all work required under any subcontract and the Contractor shall be responsible for the payment of all subcontracts. The Contractor agrees to perform additional services, to which the parties agree during the term of this contract, under the terms and conditions of this agreement. Additional work may include work not involving building permits, such as evaluation of dilapidated buildings, hazardous excavations, the preparation of reports for enforcement of dilapidated buildings or hazardous excavations, and any other investigations or inspections reasonably deemed to be necessary by the City to protect the health, safety, and welfare of the citizens of the City.

5. Payment to Contractor.

- A. **Fees.** Contractor shall be paid a fee of \$8,200 per month beginning January 1, 2016. This fee will increase to \$9,000 upon the next scheduled monthly payment when Jim Howe or another employee of Code Consulting Professionals approved by the City and Code Consulting Professionals, performing the majority of the building inspection services to the City of Waite Park, has obtained their certification for limited building inspector in 2016. The majority of the building inspection services shall mean at least 75% of the services are being provided by this employee who has obtained his limited building certification.

The contract will increase 3% in year 2017 and 2018. If the certification described above is obtained in year 2017, the compensation increase for obtaining the limited building certification will increase to \$9,270 per month upon the next scheduled monthly payment. If the certification described above is obtained in year 2018, the compensation for obtaining the limited building certification will increase to \$9,548.00 per month. If the certification is not obtained in either year, the contract will increase by 3% on January 1st of that year. For 2017 that amount would be \$8,446.00 per month and for 2018 that amount would be \$8,699.38 per month.

B. Payment for Additional Work. ~~Additional work outside the scope of this agreement shall be mutually agreed by the parties as to scope and for compensation.~~ Additional work agreed to by the parties shall be paid at the rate of \$65.00 per hour of service with a two-hour minimum. All work shall be billed on a monthly basis and shall be due and payable within 35 days of receipt of such billing.

C. No Reimbursement for Expenses. The City shall not be required to reimburse Contractor for out-of-pocket expenses incurred by Contractor in the performance of its services pursuant to this Agreement.

The Contractor holds the obligation to apply for, pay, and obtain all permits and/or licenses required by any governmental agency for Contractor and its agents or assigns to provide the services contemplated herein.

6. Records.

Contractor shall maintain an adequate set of records from which City can determine the date, number, and findings of all inspections and building permit applications, together with any other information reasonably deemed necessary by the City. All original documentation shall be forwarded to the City with monthly billing.

Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its obligations under this contract shall be the exclusive property of the City, and all such materials shall be remitted to the City by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City.

A. The amount of such insurance will be as follows:

1. Public Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) for all damages arising for bodily injury or property damage to any one person and Two Million Dollars (\$2,000,000) for total injuries or damages arising from any one occurrence. Employer Liability policy of not less than \$1,000,000.
2. The City of Waite Park shall be listed as an additional insured on the Certificate of Insurance; and, Contractor shall defend, indemnify and hold the City harmless from any and all liabilities stemming from, or incurred incidental to, any and all work provided by contractor pursuant to this contract.

B. Worker's Compensation Insurance:

Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** amounts are as follows:

\$100,000 — Bodily Injury by Disease per employee

\$500,000 — Bodily Injury by Disease aggregate

\$100,000 — Bodily Injury by Accident

If Minnesota Statute exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

The City of Waite Park shall be listed as an additional insured on the Certificate of Insurance; and, Contractor shall defend, indemnify and hold the City harmless from any and all liabilities stemming from, or incurred incidental to, any and all work provided by contractor pursuant to this contract.

C. Automobile Public Liability Insurance:

One Million ~~Five Hundred Thousand~~ Dollars (~~\$1,500,000~~1,000,000) for all damages arising out of bodily injuries to, or death of one person, and One Million ~~Five Hundred Thousand~~ Dollars (~~\$1,500,000~~1,000,000) for total injuries or damages arising from any one occurrence.

D. Binding Effect. All terms and conditions contained in this Agreement shall apply to bind the employees, agents, and assigns of the parties.

E. Severability. Should one term or condition of this Agreement be found invalid by a Court properly authorized to hear such matters, such finding shall have no effect on any of the other terms or conditions contained in this Agreement.

F. No fiduciary bond shall be required of Contractor.

G. Contractor shall, at all times employ and have a responsible inspector remain licensed by the State of Minnesota as a certified Building Official.

H. Notices. Any notices required under this Agreement shall be either personally delivered or mailed. The time period for any notice will begin either upon the date of personal service or the date the notice is mailed by first class United States Mail, postage prepaid. Notices shall be personally delivered or mailed to the following addresses:

1. Contractor:
Code Consulting Professionals, LLC.
10251 County Road 47
St. Cloud, MN 56301

2. City:
City of Waite Park
Attn: City Administrator
19 13th Avenue North
Waite Park, MN 56387

I. Records-Availability and Retention

Pursuant to Minn. Stat. § 16C.05, subd. 5, the Contractor agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement.

Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

Dated: _____

CITY OF WAITE PARK

CODE CONSULTING PROFESSIONALS,
LLC

By _____
Richard E. Miller
Its Mayor

By _____
Its _____

By _____
Shaunna Johnson
Its Administrator-Clerk-Treasurer

Consent Agenda Item E: Extension of Conditional Use Permit for Verizon Antenna Tower at 2150 County Road 137

Dave Fisher, with Buell Consulting Inc. on behalf of Verizon Wireless, has requested an extension to the Conditional Use Permit which was previously approved for construction of an antenna tower at 2150 County Road 137, on the property of Horizon Roofing.

The project has not started construction, and in such cases the Conditional Use Permit may be extended for one year upon review and approval of the Planning Commission and City Council, without need for additional public hearing or notice. Records pertaining to the initial request note that it was anticipated in the early stages of the project that the tower may not be constructed immediately upon the initial approval.

The plans have not changed, except for a reduction in size of a small shelter building associated with the tower and previously approved at the original larger size. The property owner is still required to fulfill all the previous conditions for screening and outside storage that were associated with the initial request.

A building permit was previously submitted and approved but was never paid for by the applicant. As such, the permit fee was returned to the applicant in August 2015 the permit was never formally issued. The applicant will be required to submit a new building permit application, with revisions reflecting the updated smaller shelter. Additionally, staff will be coordinating with the property owner to determine compliance of required screening plans for the property.

All conditions of the original approved conditional use permit (attached) remain as previously-approved.

The Planning Commission reviewed the request at their February 9th, 2016 meeting and recommended approval of the request. No public hearings are required as part of the request.

Date: November 5, 2014

**CITY OF WAITE PARK
CONDITIONAL USE PERMIT
VERIZON WIRELESS**

WHEREAS, The City of Waite Park, a Minnesota municipal corporation (“City”) received an application from Verizon Wireless, (“Applicant”) for a Conditional Use Permit for the construction of a monopole tower on the following property located within the City at 2150 County Road 137, Waite Park, Minnesota, legally described in the attached Exhibit A (“the Property”); and

WHEREAS, the tower to be constructed on the Property will be 120 feet in height with a 9-foot lighting rod at the top; and

WHEREAS, associated with this tower is an equipment building approximately 12' x 30' at the base of the tower; and

WHEREAS, the Property on which the tower is to be constructed is zoned as I-1, Light Industrial and this use requires issuance of a Conditional Use Permit; and

WHEREAS, the Planning Commission held a public hearing on the conditional use request and recommended approval and made findings of fact to support the recommendation which are attached hereto as Exhibit B.

RECITALS

This Conditional Use Permit was approved by the Waite Park City Council on November 5, 2014, and is issued by the City to authorize Verizon Wireless to construct and operate a 129-foot monopole

tower on the Property in the I-1 zone, located within the City of Waite Park legally described in the attached Exhibit A, subject to and contingent upon the following:

CONDITIONS

- P. Approval by City Staff of Applicant's landscaping and screening plan prior to construction of the tower.
2. Applicant shall provide documentation that the required Federal or State licenses have been granted or applications have been made.
3. The tower shall not be illuminated by artificial means or display strobe lights unless such lighting is specifically required by Federal Aviation Administration or other State or Federal authority.
4. The 20-foot wide access aisle/easement from the main street to the tower area shall be recorded with Stearns County.
5. The 16-foot wide utility easement along the southwest lot line shall be recorded with Stearns County.
6. Applicant shall make accommodations for at least one additional user on the tower.
7. Applicant shall provide a letter of intent committing the tower owner and successors to allow the tower's shared use if any additional user agrees in writing to meet reasonable terms and conditions for shared use.
8. The site on which this commercial tower is to be constructed must be in compliance with the current zoning standards prior to construction of the tower.
9. The tower and equipment structure shall comply with the setback requirements pursuant to City Ordinance 55 –Telecommunication Freestanding Tower Regulation Ordinance.

If the City Council or other appropriate City body determines that the operation is in violation of the provisions of this Conditional Use Permit or other applicable laws, regulations or ordinances, notice and hearing shall first be held under the provisions of the then existing zoning ordinance, to review the existence of any alleged violations. The permit shall be subject to revocation upon a determination that

the operation is in violation with the terms of this permit or other applicable laws, regulations and ordinances.

Dated this 16th day of January, 2015.

CITY OF WAITE PARK

By _____
Richard E. Miller, Mayor

ATTEST:

By Shaunna Johnson
Shaunna Johnson, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Richard E. Miller, Mayor, and by Shaunna Johnson, City Administrator, of the City of Waite Park, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by the City Council.

NOTARY STAMP

Notary Public

This Instrument Drafted By:
Gordon H. Hansmeier - #40770
Rajkowski Hansmeier Ltd.
11 Seventh Avenue North
P.O. Box 1433
St. Cloud, MN 56302
Telephone: (320) 251-1055

EXHIBIT A
LEGAL DESCRIPTION

Lot 1 Block 1 Scepaniak Addition

**Consent Agenda Item F: Kwik Trip – 10th Ave South and 1st Street South
Final Plat – Kwik Trip 137**

Kwik Trip, Inc. is requesting review of the final plat for Kwik Trip 137, to facilitate the development of a new convenience store/gas station at the southeast corner of 10th Ave South and 1st Street South. The preliminary plat was reviewed and recommended for approval, along with the Conditional Use Permit request, by the Planning Commission at their November 10th, 2015 meeting. The items were reviewed and approved by the City Council on December 7th, 2015.

As part of the previous City Council review of the preliminary plat, the following conditions of approval were required as part of the final plat. *Descriptions of satisfaction are noted in italics.*

1. A 10 foot wide drainage and utility easement shall be established on the southern side of the northern boundary of the lot, including the denoted quiet title area.

The requested easement is denoted on the final plat.

2. A right-of-way and drainage/utility easement along 10th Avenue South shall be established as per documentation provided by the City Engineer.

The requested easement is denoted on the final plat.

3. As part of the final plat submittal, payment in lieu of parkland dedication based on 5% of the existing land value shall be required, as established by the Park Board and City Council. Required payment shall be submitted prior to affixing of City signatures to the final plat. *The Park Board met on February 9th, 2016 and established a required payment-in-lieu of parkland dedication in the amount of \$33,916. The established payment must be submitted to the City prior to affixing of City signatures upon the final plat for recording.*

Kwik Trip, Inc. has been working over the past months with the property owners in undertaking actions to “clean up” the legal descriptions of the property via quiet title legal actions and vacating underlying unneeded easements, and this process has recently been completed. The final platting is the final component in establishing the property as “shovel ready”; building permit application has already been submitted by the applicant and review is underway, although no permit can be issued until such time as the plat is formally recorded.

As a final plat, no public hearing is required.

KWIK TRIP 137

KNOW ALL PERSONS BY THESE PRESENTS: That Kwik Trip, Inc., a Wisconsin corporation, fee owner of the following described property:

That part of the NW 1/4 of the SE 1/4 of Sec. 17, Twp. 124, Rge. 28, described as follows: Beginning at a point on the West line of said Quarter Quarter, said point being 578.00 feet South of the Northwest Corner of said Quarter Quarter; thence East, parallel to the North line of said Quarter Quarter, 187.00 feet; thence North, parallel to the West line of said Quarter Quarter, 228.86 feet to the Southeastly right of way line of State Trunk Highway #23; thence Southeastly, on said right of way line, 192.75 feet to a point on said West line; thence South 133.42 feet to the point of beginning.

AND

That part of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4), Section 17, Township 124, Range 28, Stearns County, Minnesota described as follows: Commencing at the northwest corner of said NW 1/4 SE 1/4; thence South 00°12'23" West along the west line of said NW 1/4 SE 1/4 a distance of 305.20 feet; thence North 89°58'21" East 33.00 feet to the point of beginning of the vacation, said point is also on the southerly right-of-way line of 1st Street South; thence continue North 89°58'21" East along said southerly right-of-way line 42.98 feet; thence easterly along a tangential curve, concave to the north, radius 210.46 feet, a distance of 81.56 feet, central angle 10 degrees 16 minutes 37 seconds; thence South 00°12'23" West, not tangent to said curve, 51.11 feet more or less to a point on the southeasterly right-of-way line (formerly east bound T.H. 23); thence South 89°51'05" West along said southeasterly right-of-way line 155.26 feet to a point 33.00 feet east of said west line of the NW 1/4 SE 1/4; thence North 00°12'23" East parallel and distant 33.00 feet east of said west line of the NW 1/4 SE 1/4 a distance of 120.80 feet to the point of beginning.

AND

A part of the Southeast Quarter (SE 1/4), of Section Numbered Seventeen (17), in Township Numbered One Hundred Twenty-four (124) North, of Range Numbered Twenty-eight (28) West, described as follows: Commencing at a point on North and South Quarter line of Sec. 17, Twp. 124, Rge. 28, which is 584 feet South of center of said section, thence East parallel to North line of SE 1/4 of said section, 353.30 feet; thence North parallel to West line of SE 1/4 of said Sec. 17, 116.81 feet for point of beginning; thence West at right angles 96 feet; thence North parallel to West line of SE 1/4 of said Sec. 17, 184.00 feet to Southeastly right-of-way line of State Trunk Highway No. 23; thence Northwesterly on said Southeastly right-of-way line to its intersection with a line drawn parallel to and 353.30 feet East of West line of SE 1/4 of said Sec. 17; thence South on said parallel line to point of beginning, in Stearns County, Minnesota.

LESS AND EXCEPT:

That part of the above described property lying within the plot of Wolfe Park Building and Development Plat 2, Stearns County, Minnesota.

AND

That part of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section Seventeen (17) in Township One Hundred Twenty-four (124) North of Range Twenty-eight (28) West, Stearns County, Minnesota, described as follows: Commencing at the northwest corner of said NW 1/4 SE 1/4; thence South on an assumed bearing along the West line of said NW 1/4 SE 1/4, 578 feet; thence North 89°58'21" East 187 feet for the point of beginning the tract to be described; thence South 89°58'21" West, 187 feet to said West line of the NW 1/4 SE 1/4; thence South along said West line 16 feet; thence North 89°58'21" East 303.30 feet; thence North parallel to said West line 117.23 feet; thence West at right angles 36 feet; thence North parallel to said West line 184.39 feet to the Southeastly right of way line of State Trunk Highway #23; thence Southeastly along said right of way line to the intersection with a line bearing North from the point of beginning; thence South 228.84 feet to the point of beginning.

AND

That part of the Northwest Quarter of the Southeast Quarter, Section 17, Township 124, Range 28, Stearns County, Minnesota described as follows:

Commencing at the Northwest corner of said Northwest Quarter of the Southeast Quarter, thence South 00 degrees 19 minutes 51 seconds East, assumed bearing, along the west line of said Northwest Quarter of the Southeast Quarter, 305.20 feet; thence North 89 degrees 27 minutes 07 seconds East, 33.00 feet to the intersection of the easterly right-of-way line of 10th Avenue South and the southeasterly right-of-way line of 1st Street South; thence North 89 degrees 27 minutes 07 seconds East, along said southeasterly right-of-way line of 1st Street South, 42.98 feet; thence Northwesterly, continuing along said southeasterly right-of-way line, 81.56 feet, along a tangential curve concave to the North, having a radius of 310.46 feet, and a central angle of 10 degrees 16 minutes 37 seconds to the point of beginning of the parcel to be described; thence continuing easterly along said described curve, 54.02 feet, having a central angle of 08 degrees 03 minutes 48 seconds; thence North 73 degrees 06 minutes 43 seconds East, tangent to the last described curve, 150.00 feet to the Northwest corner of WAITE PARK BUILDING AND DEVELOPMENT PLAT 2, according to the recorded plat thereof; thence South 00 degrees 19 minutes 51 seconds East, along the West line of said plat, 0.28 feet to the southeasterly right-of-way line of T.H. No. 23 per Final Certificate, Book 48 of Misc., Page 297; thence southeasterly along said southeasterly right-of-way line of T.H. No. 23 to its intersection with a line drawn South 00 degrees 19 minutes 51 seconds East from the point of beginning; thence North 00 degrees 19 minutes 51 seconds West, to the point of beginning.

which lies westerly of the following described line and its northerly extension:

Commencing at a point on the North and South Quarter line of said Section 17, which is 584.00 feet South of the center of said section; thence East parallel to the North line of the Northwest Quarter of the Southeast Quarter of said section, 353.30 feet; thence North parallel to the West line of said Northwest Quarter of the Southeast Quarter, 116.81 feet; thence West at right angles 96.00 feet to the point of beginning of the line to be described; thence North parallel to the West line of said Northwest Quarter of the Southeast Quarter to the southeasterly right of way line of said T.H. No. 23 and said line there terminating.

AND

That part of the Northwest Quarter of the Southeast Quarter, Section 17, Township 124, Range 28, Stearns County, Minnesota described as follows:

Commencing at the Northwest corner of said Northwest Quarter of the Southeast Quarter; thence South 00 degrees 19 minutes 51 seconds East, assumed bearing, along the west line of said Northwest Quarter of the Southeast Quarter, 305.20 feet; thence North 89 degrees 27 minutes 07 seconds East, 33.00 feet to the intersection of the easterly right-of-way line of 10th Avenue South and the southeasterly right-of-way line of 1st Street South; thence North 89 degrees 27 minutes 07 seconds East, along said southeasterly right-of-way line of 1st Street South, 42.98 feet; thence Northwesterly, continuing along said southeasterly right-of-way line, 81.56 feet, along a tangential curve concave to the North, having a radius of 310.46 feet, and a central angle of 10 degrees 16 minutes 37 seconds to the point of beginning of the parcel to be described; thence continuing easterly along said described curve, 54.02 feet, having a central angle of 08 degrees 03 minutes 48 seconds; thence North 73 degrees 06 minutes 43 seconds East, tangent to the last described curve, 150.00 feet to the Northwest corner of WAITE PARK BUILDING AND DEVELOPMENT PLAT 2, according to the recorded plat thereof; thence South 00 degrees 19 minutes 51 seconds East, along the West line of said plat, 0.28 feet to the southeasterly right-of-way line of T.H. No. 23 per Final Certificate, Book 48 of Misc., Page 297; thence southeasterly along said southeasterly right-of-way line of T.H. No. 23 to its intersection with a line drawn South 00 degrees 19 minutes 51 seconds East from the point of beginning; thence North 00 degrees 19 minutes 51 seconds West, to the point of beginning.

which lies easterly of the following described line and its northerly extension:

Commencing at a point on the North and South Quarter line of said Section 17, which is 584.00 feet South of the center of said section; thence East parallel to the North line of the Northwest Quarter of the Southeast Quarter of said section, 353.30 feet; thence North parallel to the West line of said Northwest Quarter of the Southeast Quarter, 116.81 feet; thence West at right angles 96.00 feet to the point of beginning of the line to be described; thence North parallel to the West line of said Northwest Quarter of the Southeast Quarter to the southeasterly right of way line of said T.H. No. 23 and said line there terminating.

AND

That part of the Northwest Quarter of the Southeast Quarter of Section 17, Township 124, Range 28, Stearns County, Minnesota, lying northerly and westerly of the plot of WAITE PARK BUILDING AND DEVELOPMENT PLAT 2 and southerly of the following described line:

Commencing at the Northwest corner of said Northwest Quarter of the Southeast Quarter; thence South 00 degrees 19 minutes 51 seconds East, assumed bearing, along the West line of said Northwest Quarter of the Southeast Quarter, 304.00 feet; thence North 89 degrees 27 minutes 07 seconds East, 33.00 feet to the point of beginning of the line to be described; thence North 89 degrees 15 minutes 08 seconds East, 303.30 feet to the West line of said plat of WAITE PARK BUILDING AND DEVELOPMENT PLAT 2 and said line there terminating.

Has caused the same to be surveyed and plotted as KWIK TRIP 137 and does hereby dedicate to the public for public use the public way and the driveways and utility easements as created by this plat.

in witness whereof said Kwik Trip, Inc., a Wisconsin corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

KWIK TRIP, INC.

By _____ as _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me of _____ by _____ as _____ of Kwik Trip, Inc., a Wisconsin corporation, on behalf of the corporation.

(Signature) _____
(Printed Name) _____
Notary Public, _____
My commission expires _____

I, Thomas R. Balluff do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Thomas R. Balluff, Licensed Land Surveyor
Minnesota License No. 40361

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by Thomas R. Balluff.

(Signature) _____
(Printed Name) _____
Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF WAITE PARK, MINNESOTA
This plat of KWIK TRIP 137 was approved and accepted by the City Council of the City of Waite Park, Minnesota at a regular meeting thereof held this _____ day of _____, 20____ and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF WAITE PARK, MINNESOTA

By: _____ Mayor By: _____ Clerk

COUNTY SURVEYOR
I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 1), this plat has been examined and approved this _____ day of _____, 20____.

Stearns County Surveyor License Number _____

COUNTY AUDITOR/TREASURER
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land heretofore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

Stearns County Auditor/Treasurer Tax Parcel Number _____

By _____ Deputy

COUNTY RECORDER
County of Stearns, State of Minnesota

I hereby certify that this instrument was filed for record in the office of the County Recorder in and for Stearns County, Minnesota on this _____ day of _____, 20____ at _____ o'clock _____ M. as Document No. _____ in Plot Cabinet _____ No. _____

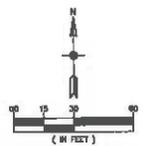
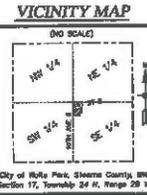
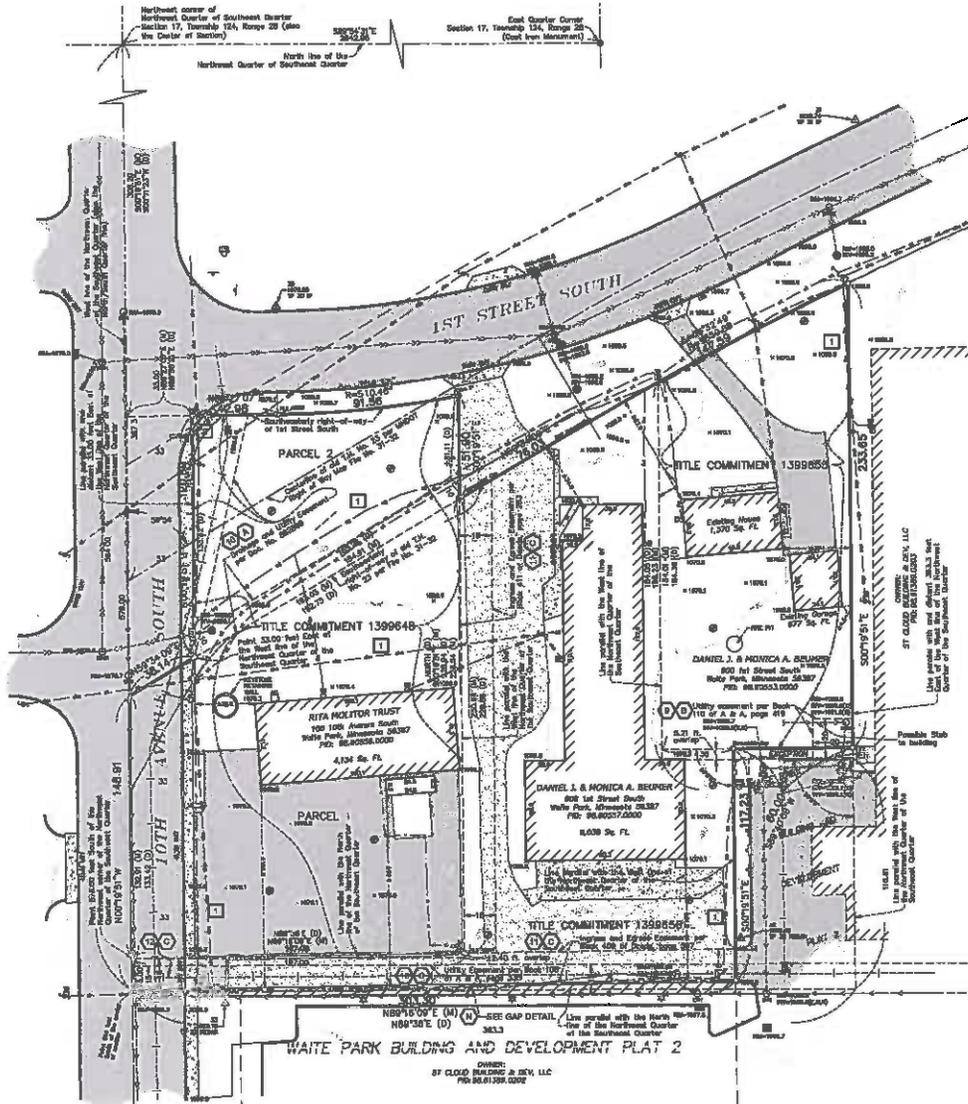
Stearns County Recorder Deputy Recorder



ALTA/ACSM LAND TITLE SURVEY

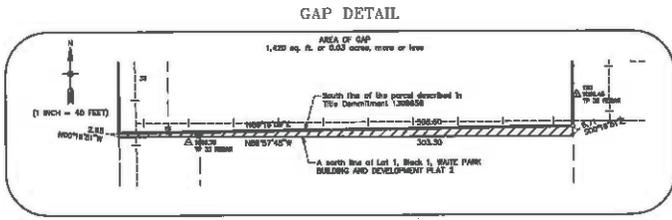
PART OF THE NW 1/4 OF THE SE 1/4,
SECTION 17, TOWNSHIP 124, RANGE 28
STEARNS COUNTY, MINNESOTA

KWIK TRIP, INC.



- ### LEGEND
- Denotes Stearns County Monument, as noted
 - Denotes Found Monument, as noted
 - Denotes Set Iron Pipe, Marked with RLS 40381
 - Denotes Set PK Nail
 - Denotes Set Bench
 - Denotes Light Pole
 - Denotes Sanitary Manhole
 - Denotes Miscellaneous Sign
 - Denotes Existing Spot Elevation
 - Denotes Fire Hydrant
 - Denotes Gate Valve
 - Denotes Clearest
 - Denotes Gas Meter
 - Denotes Catch Basin
 - Denotes Electric Meter
 - Denotes Telephone Box
 - Denotes Utility Pole
 - Denotes Sprinkler Head
 - Denotes Storm Manhole
 - Denotes Soil Boring/Test Hole
 - Denotes Traverse Point
 - Denotes Underground Telephone
 - Denotes Overhead Electric
 - Denotes Underground Electric
 - Denotes Undergrnd. Dam
 - Denotes Sanitary Sewer
 - Denotes Watermain
 - Denotes Storm Sewer
 - Denotes Existing Fence as noted
 - Denotes Gravel Surface
 - Denotes Concrete Surface
 - Denotes Bituminous Surface
 - Denotes Area of Gap
 - Denotes Existing 1 Ft. Contour
 - Denotes Existing 5 Ft. Contour

NOTE: Spot elevations are to the top of curb unless otherwise noted.



Carlson
McCain
ENVIRONMENTAL ENGINEERING - SURVEYING
3890 Pleasant Ridge Drive NE,
Suite 100, Blaine, MN 55449
Phone: 763-489-7900 Fax: 763-489-7959

ALTA/ACSM LAND TITLE SURVEY
KWIK TRIP #137
Waite Park, Minnesota

KWIK TRIP, INC.
PO Box 2107
1626 Oak Street
La Crosse, WI 54602

REVISIONS
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DESIGNED BY: CMC
RETURN DATE: 10/2/24
FILE NO: 2024

THOMAS R. BELL
REGISTERED LAND SURVEYOR
STATE OF MINNESOTA

ALTA/ACSM LAND TITLE SURVEY

PART OF THE NW 1/4 OF THE SE 1/4,
SECTION 17, TOWNSHIP 124, RANGE 28
STEARNS COUNTY, MINNESOTA

KWIK TRIP, INC.

PARCEL DESCRIPTION (Per Schedule A of Title Commitment No. 1309548, with a commitment date of July 28, 2010 at 7:30 A.M., prepared by First American Title Insurance Company)

Parcel 1:

That part of the NW 1/4 of the SE 1/4 of Sec. 17, Twp. 124, Rge. 28, described as follows: Beginning at a point on the West line of said Quarter, said point being 274.00 feet South of the Northwest Corner of said Quarter; thence East, parallel to the North line of said Quarter, 117.00 feet; thence North, parallel to the West line of said Quarter, 225.00 feet to the Eastern right-of-way line of State Trunk Highway 625; thence Southwesterly, on said right-of-way line, 102.70 feet to a point on said West line; thence South 133.00 feet to the point of beginning.

Parcel 2:

That part of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4), Section 17, Township 124, Range 28, Stearns County, Minnesota, described as follows: Commencing at the Northwest corner of said NW 1/4 SE 1/4 thence South 0°11'23" West along the west line of said NW 1/4 SE 1/4 a distance of 308.00 feet; thence North 89°27'21" East 33.00 feet to the point of beginning of the section, said point is also on the westerly right-of-way line of the State Trunk Highway; thence northward North 89°27'21" East along said westerly right-of-way line 43.88 feet; thence westerly along a long-curved curve, concave to the north, radius 514.49 feet, a distance of 81.28 feet, central angle 10 degrees 16 minutes 59 seconds; thence South 0°11'23" West, not tangent to said curve, 51.11 feet more or less to a point on the southerly right-of-way line formerly met bound T14, 23; thence South 89°27'21" West 60.00 feet southerly right-of-way line 163.00 feet to a point 33.00 feet east of said west line of the NW 1/4 SE 1/4; thence North 0°11'23" East parallel and distant 33.00 feet east of said west line of the NW 1/4 SE 1/4 a distance of 150.00 feet to the point of beginning.

(Abstract Property)

PARCEL DESCRIPTION (Per Schedule A of Title Commitment No. 1309553, with a commitment date of July 28, 2010 at 7:30 A.M., prepared by First American Title Insurance Company)

A part of the Southwest Quarter (SE 1/4), of Section Nineteen (19), in Township Nineteen North (19N) Range Twenty-four (24R) North, of Range Nineteen North (19N) West, described as follows: Commencing at a point on North and South Quarter line of Sec. 19, Twp. 19N, Rge. 24, within 204 feet South of center of said section; thence East parallel to North line of SE 1/4 of said section, 363.3 feet; thence North parallel to West line of SE 1/4 of said Sec. 19, 118.8 feet; four parts of beginning; thence West at right angles 88 feet; thence North parallel to West line of SE 1/4 of said Sec. 19, 184.00 feet to Southerly right-of-way line of State Trunk Highway No. 23; thence Northwesterly on said Southerly right-of-way line of State Trunk Highway No. 23, thence Northwesterly on said Southerly right-of-way line to the intersection with a line drawn parallel to and 363.3 feet East of West line of SE 1/4 of said Sec. 19; thence South an said parallel line to point of beginning, in Stearns County, Minnesota.

LESS AND EXCEPT:

That part of the above described property lying within the plot of White Park Building and Development Plot 2, Stearns County, Minnesota.

(Abstract Property)

PARCEL DESCRIPTION (Per Schedule A of Title Commitment No. 1299886, with a commitment date of July 28, 2010 at 7:30 A.M., prepared by First American Title Insurance Company)

That part of the Northwest Quarter of the Southwest Quarter (NW 1/4 SE 1/4) of Section One (1) in Township One Hundred Twenty-four (124) North of Range Twenty-eight (28) West, Stearns County, Minnesota, described as follows: Commencing at the Northwest corner of said NW 1/4 SE 1/4 thence South on an assumed bearing along the West line of said NW 1/4 SE 1/4, 570 feet; thence North 89°27'21" East 187 feet for the point of beginning; the tract to be described thence South 89°27'21" West 197 feet to said West line of the NW 1/4 SE 1/4; thence South along said West line 18 feet; thence North 89°27'21" East 303.30 feet; thence North parallel to said West line 117.23 feet; thence West at right angles 28 feet; thence North parallel to said West line 163.20 feet to the Southerly right-of-way line of State Trunk Highway 625; thence Southwesterly along said right-of-way line to the intersection with a line bearing North from the point of beginning; thence South 228.84 feet to the point of beginning.

(Abstract Property)

Per Schedule B, Section 4 Exceptions of the above listed Title Commitment No. 1309548:

10A Item 10 - Subject to easements for drainage and utilities as described in Judgment and Decree recorded August 17, 1998 as Document No. 002288. (See above herein.)

Per Schedule B, Section 4 Description of the above listed Title Commitment No. 1309553:

9B Item 9 - Subject to an easement for utilities in favor of City of White Park dated June 11, 1994, Red July 13, 1994 in Book 190 of A & A, page 418. (See above herein.)

Per Schedule B, Section 4 Exceptions of the above listed Title Commitment No. 1309886:

Item 9 - Subject to right of way of County District(s) (e.g., drainage ditches, feeders, islands, and underground cables or pipes, if any) (Refer to nature and to not shown herein.)

10C Item 10 - Subject to an easement to the City of White Park Red April 20 1994 in Book 108 of A & A, page 335. (See above herein.)

11C Item 11 - Subject to an easement over the westerly 18 feet and over the westerly 96 feet as set out in deed Red November 10, 1873 in Book 411 of Deeds, page 283 and westerly 16 feet as set out in deed Red August 27, 1873 in Book 409 of Deeds, page 207. (See above herein.)

12C Item 12 - Subject to public street over the westerly 33 feet of the westerly 18 feet. (See above herein.)

14 Item 14 - Subject to easements 2 feet gap between the subject property and the adjoining property to the south.

GENERAL NOTES:

- The field work for this survey was completed on August 27, 2010.
- Encroachments shown herein are based on the west line of the Southeast Quarter of Section 17, Township 124, Range 28, which is assumed to bear S00°16'26"E.
- PROPERTY ENCROACHMENTS:** Minnesota Department of Transportation Doublet Management 7311 B 1.4 miles in western city limits of White Park, 1.1 miles east along County Road 79 from Junction of County Road 75 (Shelby Street) and Trunk Highway 15 to White Park (3.1 mile east along County Road 79 from Junction of 100th Avenue); in northeast corner of County Road 75 Bridge Number 73202, 27.4 feet south of Denton 1088.121 (MVD 86)

Minnesota Department of Transportation Doublet Management 7309 B1 1.4 miles in western city limits of White Park, 2.5 miles east along County Road 79 from Junction of County Road 75 (Shelby Street) and Trunk Highway 15 to White Park (3.1 mile east along County Road 79 from Junction of 100th Avenue); in northeast corner of County Road 75 Bridge Number 73202, 27.4 feet south of Denton 1088.121 (MVD 86)

- Surveyed property addresses:
100 10th Avenue South, White Park, MN
102 1st Street South, White Park, MN
103 1st Street South, White Park, MN
- Per 2384 Plead Insurer Rate Slip Number 271602840C with an effective date of February 16, 2012, surveyed property is located in Zone X, area defined to be outside the E25E street shown hereon.
- No current zoning classification was provided by the insurer, however per the City of White Park Zoning Map, the surveyed property is zoned R-3 Second Street South Corridor.
- No building setback or height restrictions were provided by the insurer. However, per Chapter V Zoning, Land Use and Building Regulation, Section 02.08 of the City of White Park City Code, the indicated are:
- Front Yard - 30 feet at the building line or the average setback of structures on adjacent lots
- Side Yard - 10 feet or the average side yard setback of the adjacent lots, except that the minimum shall be 5 feet
- Rear Yard - 20 feet or the lot already abuts a residential district the setback shall be 30 feet
- Maximum building height - None, however, buildings with heights of over 40 feet shall provide an additional 0.25 feet of both side and rear yard setback for each one (1) foot in height over forty (40) feet.
- Surveyed property contains 85,647 sq. ft. (±2.00 acres).
- Existing building on the surveyed property demolished as shown.

All the lines of this survey were run or changed in street right-of-way lines after completion or proposed, and available from the controlling jurisdiction. There was no observable evidence of recent street or sidewalk construction or repairs. Construction plan prepared by SDI dated 8/20/2006 shows a proposed turn lane/adjusting of the north line and line of 100th Avenue South. There was no proposed side setback for this change.

11) Above ground utilities have been field located as shown. Underground utilities shown herein are those which were field marked by utility companies responding to Open State One Call, Ticket No. 153221915, dated 8/24/2010 or were taken from utility plans provided. All underground locations shown herein are APPROXIMATE. Prior to any excavations or digging, contact Open State One Call for an air-atta location (888-684-0002).

- At the time of this survey, there was no observable evidence of earth moving work, building construction or building additions within recent months.
- At the time of this survey, there was no observable evidence of utility lines as a solid waste dump, sump or sanitary landfill.
- No utility poles were available for on-site storm, sanitary, or waterwork. All storm and waterwork structures shown herein were field located at the time of the survey.

EXISTING RECORDS NOTED:

- At the time of this survey there were no marked party walls located on the surveyed property.

STATEMENT OF POSSIBLE ENCROACHMENTS:

- There are multiple locations at which utilities without the benefit of utility easements.
- 10th Avenue South and 1st Street South at the northwest corner of the property.

CERTIFICATION:

I, the Subj. Inc. First American Title Insurance Company, TH-County Abstract & Title Guaranty
This is to certify that this map and plat and the survey on which it is based were made in accordance with the 2011 Uniform Standard Detail Requirements for ALTA/ACSM Land Title Surveys, fully satisfied and adopted by ALTA and NSPS, and include Items 1, 2, 3, 4, 5, 6(a), 6(b), 7(b), 8, 9, 11(a), 11(b), 14, 17, 20(c), 22 and 23 of Table A hereof. The field work was completed on August 27th, 2010.
Date of Plot or Map: October 7th, 2010

By: *Thomas R. Ballik*
Thomas R. Ballik, L.L.
Minnesota License No. 40361

AREA TABLE

Total Gross Area85,647 sq. ft. or ±2.20 acres
10th Ave. S. Right of Way Area25,238 sq. ft. or ±0.72 acres
Total Net Area60,409 sq. ft. or ±1.48 acres

Carlson McCain
INSURANCE & TITLE SERVICES
3890 Pleasant Ridge Drive NE
Suite 100, Blaine, MN 55449
Phone: 763-469-7900 Fax: 763-469-7999

ALTA/ACSM LAND TITLE SURVEY
KWIK TRIP #137 - WAITE PARK
Waite Park, Minnesota

KWIK TRIP, INC.
PO Box 2107
1626 Oak Street
La Crosse, WI 54602

REVISIONS

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Agenda Item No. 3

Issue: Recommended Payment-in-Lieu of Parkland Dedication

Kwik Trip 137 – 10th Ave South and 1st Street South

BACKGROUND:

Staff has reviewed the proposed final plat for Kwik Trip 137 (vicinity of 10th Ave South and 1st Street South) and has calculated suggested required payment-in-lieu of parkland dedication for the plat. As per City Ordinance requirements the payment-in-lieu is based on 5% of the estimated land value.

As per Stearns County Assessor's Office records, the current estimated land value for the subject parcels to be platted as Kwik Trip 137 is \$770,800. After removing a 0.26 acre portion of former right-of-way that will not be platted due to quiet title legal action by Kwik Trip and the property owners, the 5% calculation of the estimated land value is \$33,916.

As per Ordinance requirements staff has coordinated with Kwik Trip, Inc. as the applicant and they expressed their approval of required payment-in-lieu of parkland dedication in this amount.

STAFF RECOMMENDATION

Staff recommends that the Park Board accept the suggested payment-in-lieu of parkland dedication for Kwik Trip 137 in the amount of \$33,916 and recommend approval of same amount to the City Council.

SUGGESTED MOTION

Park Board Member _____ moved to recommend to the City Council to **approve or deny** payment-in-lieu of parkland dedication for Kwik Trip 137 in the amount of \$33,916.

Park Board Member _____ seconded the motion.

ROLL CALL

Park Board Member Ken Schmitt _____
Park Board Member John Bowden _____
Park Board Member Wayne Lenzmeier _____
Park Board Member Janice Rein _____
Park Board Member Krystal Vierkant _____

Consent Agenda Item G: Retirement of Robert Jaeger from Fire Department

Robert Jaeger has announced his retirement from the Fire Department. To make this official, the council will need to approve this.

February 4, 2016

Waite Park Fire Department
19 13th Ave N
Waite Park, MN 56387

Attn: Chief Jim Aleshire

As of February 4, 2016, I Robert H. Jaeger, will be retiring from my position on the Waite Park Fire Department.

The reason is so I will have more time to spend with my family.



Robert H. Jaeger

2-4-16

Date

Consent Agenda Item H: Purchase of One Ton Truck

The Public Works Department has approved in the 2016 budget \$50,000 to purchase a 2016 One Ton chassis and equipment. The State of Minnesota has this on a state bid contract. Total cost is \$61,802.84 which includes the chassis and dump box and hoist.

The cost is higher due to the diesel engine requirements by the EPA.

In looking at our budget for the year, we had \$225,000 for the new tandem and that cost will come in under the budgeted amount at \$198,740.15. Total budget for both was \$275,000.00, if council approves the total cost of the one ton and tandem will be \$260,542.99

Consent Agenda Item I: Approve Resolution Approving Applicable Portions of the Settlement Agreement and Release of Claims

Enclosed is a resolution that requires Council's approval as it relates the Brent Nyhammer/Local No. 320 Teamster's data request matter. Staff recommends approval of the resolution as presented.

**RESOLUTION NO. 022216-
CITY OF WAITE PARK**

**RESOLUTION REGARDING APPROVAL OF APPLICABLE PROVISIONS OF
SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

WHEREAS, Brent Nyhammer is employed by the City of Waite Park as a police officer and the Union is his exclusive representative; and

WHEREAS, on or about October 31, 2013, the City took disciplinary action against Nyhammer; and

WHEREAS, November 1, 2013, the Union submitted a purported grievance on behalf of Nyhammer; and

WHEREAS, the Union made certain requests for data and information to the City in the course of the grievance process, and a dispute arose over Nyhammer's and the Union's rights to have and receive this information; and

WHEREAS, on July 20, 2015, the Union and Nyhammer commenced an action against the City entitled, Teamsters Local 320 and Brent Nyhammer v. City of Waite Park, Court File No. 73-CV-15-6513, in Stearns County District Court ("Lawsuit"); and

WHEREAS, it is the mutual desire of the parties to resolve this matter amicably and to dispose of any and all claims, charges, and causes of actions that have been raised, or could have been raised between the parties; and

WHEREAS, a related Settlement Agreement and Release of Claims has been signed by Nyhammer and Teamsters Local 320 that provides in relevant part:

Dismissal of Lawsuit. The parties agree to a dismissal of the Lawsuit with prejudice and without an award of fees or costs to either party.

Non-monetary consideration to Teamsters Local 320 and Brent Nyhammer. In settlement of, and consideration for, the release of any and all claims, the City agrees to provide Nyhammer and Teamsters the data specified in Paragraph of the Protective Order attached hereto as Exhibit A, subject to the terms of that Order, after execution and issuance of the Order by the arbitrator duly authorized to preside over the arbitration arising out of the City's disciplinary action against Nyhammer.

Stipulation for Dismissal with Prejudice. Once the City receives a stipulation to dismiss the lawsuit with prejudice and without an award of costs or attorney's fees, Counsel for the City will then file the executed stipulation for dismissal.

NOW THEREFORE BE IT RESOLVED, that the City of Waite Park City Council authorize the City Administrator-Clerk-Treasurer and the Mayor to sign the Settlement Agreement and Release of Claims.

Adopted this 22nd day of February, 2016.

Shaunna Johnson
City Administrator-Clerk-Treasurer

Richard E. Miller
Mayor

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution.

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Waite Park City Council at a duly authorized meeting held on February 22, 2016.

Shaunna Johnson
Administrator-Clerk-Treasurer

Consent Agenda Item J: Approve Brad Veenstra's compensation proposal

The City of Waite Park has contracted with Brad Veenstra's for a number of years for television broadcasting services, along with assistance of photography and other video needs that we may have. Currently, Brad is paid \$175/month for broadcasting and is paid a fee of \$75 per hour for other services he occasionally provides to the City of Waite Park. This compensation has remained the same for several years. As a result, Brad is requesting an increase in his compensation. In discussions with Brad and with other cities that he provides services too, staff is recommending increasing his broadcasting monthly fee from \$175 per month to \$300 per month. We believe this increase is justified based on the services he provides and the costs associated with what he is paid by other cities for providing the same services. The hourly fee of \$75 per hour is recommended to stay the same.

Consent Agenda Item K: Approve Proposal for Concept Plan of Amphitheater Project

Enclosed is a proposal from Oertel Architects to develop a concept plan on the Amphitheater Project. As part of this proposal, Oertel Architects are recommending working with Schooler Schuck who does have a great deal of experience on working on outdoor venues similar to this proposed project. Enclosed is a copy of the proposal for your review and consideration.



February 18, 2016

Ms. Shaunna Johnson, City Administrator
City of Waite Park
19 13th Avenue North
Waite Park, MN 56387
(320) 252-6822

RE: PROPOSAL FOR WAITE PARK AMPHITHEATER STUDY

Dear Shaunna,

I can honestly say that this is one of the most exciting projects to come along in some time. This is not to diminish the energy and interest which we have for the public works / community project, but just to emphasize how great this potential amphitheater project might be. This is due to a number of reasons: the perceived ultimate public experience, a phenomenal site, my background in Park and Rec and a type of project that does not come along but once in a great while.

APPROACH. PROCESS AND PROJECT COMPONENTS

It was imperative, in retrospect, that I attended the meeting with city council / staff and Wendy. This not only helped educate me on amphitheaters but also helped with the basis of this potential project and our approach.

As you know, the site is mostly natural and organic in form. While the past mining work modified and scarred the original landscape, it also provided what can be viewed as the most potentially attractive vistas on site, the granite lined ponds and granite outcroppings. These vistas and landforms are the basis of the park and are not be compromised.

Simply put, our approach is to draw a fine line between providing a plan which maximizes the seating capacity/size of the amphitheater without greatly compromising and impacting the existing attractive site amenities.

As a consequence, given the amphitheater discussion and my research, it is clear that we will need to provide the city with options, be it if only in a conceptual format. We will need to determine a minimal capacity, but also an optimal and maximum capacity (even if it includes adjacent properties).

Our approach will also attempt to "think out of the box," as it were. Parking, one of the greatest potential impacts on the site, might be accommodated in other ways. This would include a mini-transit system, use of adjoining commercial properties or sharing of parking with the public works / fire / community site.

Our process will involve the following:

- Review of the site, necessary improvements and anticipated features.
- Arrange internal brainstorming and strategy sessions on needs, layouts and potentials.
- Prepare of a basic program.
- Prepare of master plan options.

Meet with the city to determine preferences, goals and capacities.

Develop the preferred plan.

Meet again with the city to review the masterplan.

Prepare a brief report summarizing the goals, project parameters and potentials.

An additional meeting or two may be necessary should council wish to explore other avenues and/or test the preferred plan. For example, you may wish to involve Wendy, either by teleconference or a live meeting.

I anticipate that the in-house planning will include our consultant and my firm, and that the meetings with the city would include just the two key people with Oertel Architects. This is so in order to save some time and money. On the other hand, if we perceive that there is a value to include our consultant at the city meetings, I will not hesitate to do so.

Based on discussion and review, the major components of this study, in addition to the natural landscape, will include:

Staging / canopy

Back of house

Seating (capacity and breakdown)

Access to the site

Internal access and parking

Key spaces, main gate, support buildings and structures

Fencing, security and separations

Vistas and viewpoints

SCOPE OF WORK

This study portion of the project involves a number of tasks and deliverables to provide council with enough baseline information to make an educated and sound decision on how to best develop the site. This includes the following:

1. Identify the minimal, optimal and maximum capacity of the amphitheater.
 2. Determine capacities for each of the following: box seats, general seating and lawn seating.
 3. Evaluate and determine public access to and from the site.
 4. Evaluate and determine access within the site for automobiles, buses and pedestrians.
 5. Evaluate and determine access to the site by the performance entourage.
 6. Program into the site plan the necessary building and space components for public restrooms, admission gate, vending, beverage/food service, medically related needs, offices and related.
 7. Determine loading and equipment storage needs.
-

8. Determine stage size and requirements based on the seating capacity range.
9. Program and identify the stage structure / canopy and support functions for the performers.
10. In concept format, determine basic electrical, water, sewer and utility requirements.

The deliverables for this would include:

1. Options for the site master plan, minimal, optimal and maximum capacities.
2. Schematic plans indicating seating, parking, site access, stage, support areas and associated structures.
3. A brief written report / program identifying the space, equipment, building, parking and related needs, and/or ranging of the same.
4. A written summary of the challenges and limitations to the concept plans.

Not included in our scope would be 3 dimensional graphics/drawings, any detailed design of the structures/site and other related items that would go beyond the basic planning. We also do not include any soil borings, determination of bedrock locations, surveys and that sort of thing.

Note that the more information we have on the site, the better our master plan and solution. Although it would be costly and very time consuming to obtain a complete survey of the site, some site information would be needed: selected elevations, a scalable plan, some idea on vegetation / tree types, and so on.

We can talk further on this.

PROJECT TEAM

The team proposed for this study would include Oertel Architects as the lead and Schuler Shook as the consulting specialist.

The city is getting familiar with my firm, so I will only say that, for the sake of continuity, both Eric Werner and I would be the ones most involved from my office.

Schuler Shook is a consulting firm that specializes in theaters of all types, including exterior theaters and amphitheaters. Their firm works on projects like this nationwide and the amphitheater specialists are in Schuler Shook's local Minneapolis office.

Although the firm has helped plan larger amphitheaters across the nation, locally they have helped plan and design the following smaller parks:

Maple Grove Town Green Band shell

Central Park Band shell in Red Wing

Hilde performance Center in Plymouth

Great Lawn Amphitheater adjacent to Target Field (to a lesser capacity)

Schuler Shook specializes in theater planning, seating, lighting, staging and stage set up, with a sub-category in outdoor theaters and amphitheaters. They deal with the conceptual work relative to planning but also get into



considerable detail when it comes to the actual fit out, design, construction and production of the front-of-house and back-of-house elements.

We are currently working with Schuler Shook on the Palace Theater project in St. Paul.

FEE

I have a somewhat different proposal relative to the fee. Although the planning and execution of this seems to be straightforward, given the variations in capacity, cost implications and all the factors involved, this could become more involved than anticipated. There is a lot riding on this project for the city, and I am certain that council will want the best advice in order to make sound decisions.

Therefore, I propose that our team work and bill on an hourly basis, up to a maximum not-to-exceed fee. Note that this fee is more than I anticipate will be needed to complete the study. My thought is that we would work to an anticipated total fee and, if need be, work to the maximum not-to-exceed fee. Should the consulting team exceed this maximum, there would be no additional charge to the City. We would simply work until this initial study is complete and acceptable.

For the services noted, we propose a maximum not-to-exceed fee of \$22,000.00. We anticipate that our overall fee in the end will be more in the range of \$16,500.00.

Expenses are included in the fee and will not be billed separately. This is in part to keep things simple and because it is hard to determine actual costs. Mileage, one of the few expenses, might be minimal if meetings are piggy-backed with the public works project.

Hourly rates are as follows:

OA principal: \$150.00 / hour

OA project architect: \$95.00 / hour

Schuler Shook designers: range from \$145.00 to \$175.00 / hour

CLOSING

Thank you for this great opportunity. I trust that you will contact me if you have any questions or if you need more detail.

Otherwise, I am at your service.

Sincerely,

A handwritten signature in black ink that reads "JEFF OERTEL".

Jeff Oertel, President

CONTACT US

OERTEL ARCHITECTS, Ltd.

Jeff Oertel, President

1795 St. Clair Avenue

St. Paul, MN 55105

Celebrating 20 years of service

Agenda Item No. 2

Issue: Think Creative City Branding Strategy

BACKGROUND

The City Council has requested Think Creative to develop a branding strategy for the City of Waite Park that includes a new logo and tag line. Enclosed is a copy of this branding strategy for your review and consideration. Think Creative will be present to discuss this strategy in more detail.

The action for the Council to consider would be to approve the branding strategy including the logo and tagline.

REQUIRED ACTION

Approve OR deny the branding strategy including the logo and tagline as presented or with revisions.

RECOMMENDED ACTION

NA

SUGGESTED MOTION

Councilmember _____ moved to approve OR deny the branding strategy including the logo and tagline as presented or with revisions

Councilmember _____ seconded the motion.

ROLL CALL

Councilmember Michael Linqvist	_____
Councilmember Charles Schneider	_____
Councilmember Vic Schulz	_____
Councilmember Frank Theisen	_____
Mayor Richard Miller	_____

Motion (Approved) (Denied)



BRANDING
strategies



WAITE PARK brand story

The City of Waite Park has a lot of great things to offer residents, visitors and the business community: the granite industry, Quarry Park, railroad history, Babe Ruth Baseball, great restaurants, places to shop, the Sauk River, and a multitude of businesses. We have a small community feel with big city amenities. Our single family neighborhoods, senior population and rental residents are well connected to the community giving us a diverse demographic. We provide a high level of services to our residents and are well connected through proximity and major highways to the St. Cloud and Twin Cities areas.

Resident Views

A recent survey of residents showed a very positive opinion about the city. Highly rated keywords drawn from the survey include: Friendly, Shopping, Familiar, Quarries, Part of St. Cloud, Parks, Small Town Feel, Easy Access, Thriving, Growing, Possibilities, Great Place to Live, Accepting, Safe, Clean, Activities, Dining, and Entertainment.

Current Brand Tagline

The City with a Smile

Brand Vision

The City of Waite Park strives to connect, collaborate and provide a high level of services to the people in the community, making us a great place to live, play, shop, dine and be active.

Target Audience

Residents

- Single Family Home Residents
- Rental Residents
- Senior Community Residents

Visitors

- Recreational Visitors
- Business, Shopping, Dining Visitors

Economic Development

- Retail and Dining Businesses
- Manufacturing Businesses
- Service Businesses

CREATIVE strategy

Waite Park is a vibrant, regional destination that has a lot to offer residents and visitors of all ages. They enjoy the chance to socialize and spend time together through Waite Park's wide variety of shopping and dining venues, parks and recreation activities, and community events.

The lively, diverse population of neighborhoods, rental and senior residents is also connected to Waite Park's small town atmosphere, our railroad and granite history, and feel we are a great, safe and accepting place to live.

Here are three potential taglines that reflect the essence of Waite Park:

A Vibrant Connected Community

Waite Park truly is well connected...Connected to our past, future, nature, businesses, services, major highways, the world, each other, with places to connect – parks, shopping, dining, etc. The message of connection is strong. It's a powerful reflection of the many ways Waite Park is connected – physically, geographically, philosophically and emotionally.

Where Minnesota Connects

Similar to the above, however this tagline emphasizes how Waite Park connects people in a broader sense. Waite Park is a central connection point in the state geographically, three major highways intersect here, and it is one of the largest regional destinations for shopping, dining and entertainment. The tagline makes a statement few other communities can.

Minnesota's Largest Small Town

As the survey showed, residents like Waite Park's friendly, small town feel while enjoying the quality of services and entertainment choices typically only found in large cities. This tagline highlights that unique combination with a claim that lets people know just how unique it is.

The final tagline will be combine with one of the brand design examples shown on the following pages.







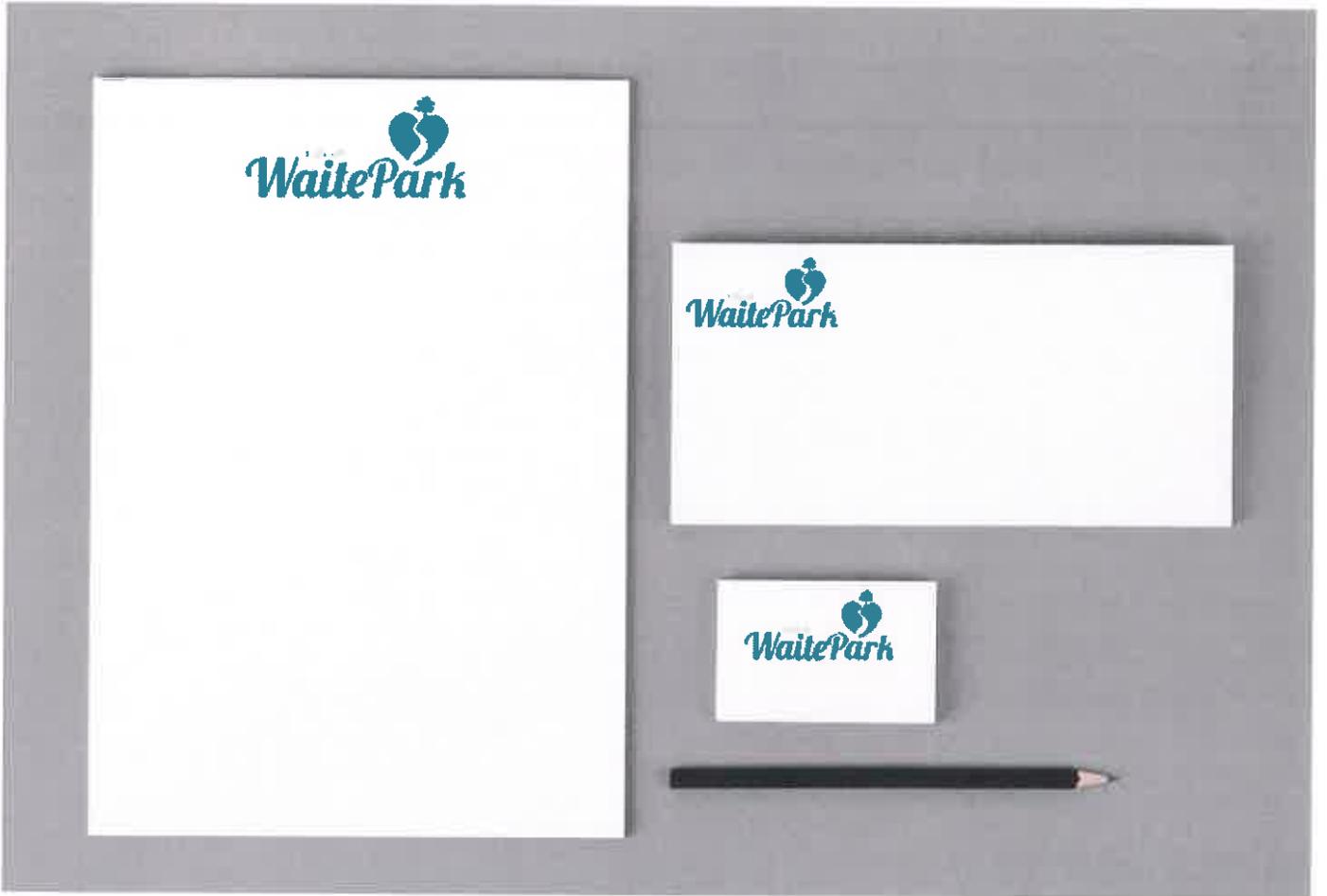


















Agenda Item No. 3

Issue: Silver Leaf Development Agreement

BACKGROUND

The City has been working with Silver Leaf Group on their proposed hotel and conference center. The Developers have already gone through all of the appropriate approvals as it relates to land use. As part of this project, the Developers have requested the assistance of Tax Increment Financing. The District has already by approved by the Council but the funding to support the Development is required to be approved through this Development Agreement. The Developers are requesting \$4.2 million in Tax Increment Financing over a 20-year term. A copy of the Development Agreement is included for your review and consideration.

*Please note that the Development Agreement included in your packet refers to the name Silver Leaf Developer Inc. Silver Leaf Developer Inc will be changed to Silver Leaf Lodging. The Development Agreement in the process of being revised to incorporate this name change and the will be presented at the Council meeting for your consideration. No other changes to the agreement will be made other than the reference to the name of the Developer.

REQUIRED ACTION

Approve OR deny the Development Agreement with SILVER LEAF GROUP, LLC AND SILVER LEAF LODGING, INC.

RECOMMENDED ACTION

City Staff has received all the appropriate documentation needed for consideration of this project. This is a Council policy decision when it comes to considering the Tax Increment Financing for this project in the amount being requested or a lesser amount that the Council may be in support of considering.

SUGGESTED MOTION

Councilmember _____ moved to approve OR deny Approve OR deny the Development Agreement with SILVER LEAF GROUP, LLC AND SILVER LEAF LODGING, INC.

Councilmember _____ seconded the motion.

ROLL CALL

Councilmember Michael Linquist _____
Councilmember Charles Schneider _____
Councilmember Vic Schulz _____
Councilmember Frank Theisen _____
Mayor Richard Miller _____

Motion (Approved) (Denied)

DEVELOPMENT AGREEMENT

BY AND AMONG

CITY OF WAITE PARK, MINNESOTA

AND

SILVER LEAF GROUP, LLC

AND

SILVER LEAF DEVELOPER, INC.

This document drafted by:

**BRIGGS AND MORGAN (MLI)
Professional Association
2200 First National Bank Building
St. Paul, Minnesota 55101**

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the _____, 2015, by and among the City of Waite Park, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota, Silver Leaf Group, LLC, a limited liability company (the "Company"), and Silver Leaf Developer, Inc., a South Dakota corporation (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 to 469.133, the City has heretofore established Municipal Development District No. 2 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended, (hereinafter the "Tax Increment Act") the City has created a tax increment financing district, designated as Tax Increment Financing District No. 2-1 (the Tax Increment District"), a description of which is attached hereto as Exhibit A and has adopted a tax increment financing plan, dated May 4, 2015 (the Tax Increment Financing Plan") and Development Program (the "Development Program") therefor which provides for the use of tax increment financing in connection with development within the Development District; and

WHEREAS, the reimbursement by the City for costs of the acquisition of the Development Property, relocation of existing occupants, and the construction of Site Improvements incurred by the Developer for a redevelopment project are objectives of the Development Program and Tax Increment Financing Plan; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to reimburse the Developer for a portion of the costs of acquisition of the Development Property, relocation of existing occupants, and construction of Site Improvements incurred by the Developer;

WHEREAS, a major objective of the Development Program and Tax Increment Financing Plan is to assist redevelopment and prevent the further deterioration of land located within the Development District; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, apply to this Agreement; and

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Law, after a public hearing for which notice was published; and

WHEREAS, the Council has approved this Agreement as a subsidy agreement under the Business Subsidy Law.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Assessment Agreement means the agreement, in substantially the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article III of this Agreement;

Assessor's Minimum Market Value means the agreed minimum market value of the Development Property and Project and for calculation of real property taxes as determined by the Assessor for the County pursuant to the Assessment Agreement;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Waite Park, Minnesota, its successors and assigns;

Company means Silver Leaf Group, LLC, a limited liability company;

County means Stearns County, Minnesota;

Developer means Silver Leaf Developer, Inc., a South Dakota corporation, its successors and assigns;

Development District means the real property included in Municipal Development District No. 2 heretofore established;

Development Program means the Development Program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection with the adoption and administration of the Tax Increment Financing Plan, the preparation of this Agreement and the issuance of the TIF Note;

Note Payment Date means (i) August 1, 2017, and each February 1 and August 1 of each year thereafter to and including February 1, 2037 if the first receipt of Tax Increment is 2017; or

(ii) August 1, 2018 and each February 1 and August 1 of each year thereafter to and including February 1, 2038 if the first receipt of Tax Increments is 2018; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in St. Paul, Minnesota, as its "prime rate" or "reference rate" or any successor rate, which rate shall change as and when that rate or successor rate changes;

Project means the construction of not less than a 20,000 square foot conference center, a 95-unit extended stay hotel operating as a Marriott Residence Inn, or extended stay hotel of similar rating, ranking or classification and a 90-unit select service hotel operating as a Hilton Garden Inn or select service hotel of similar rating, ranking or classification on the Development Property located in the City;

Site Improvements means the site improvements undertaken or to be undertaken on the Development Property, more particularly described on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increments means 95% of the tax increments derived from the Development Property which have been received by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 2-1 located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a redevelopment district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on May 4, 2015, and any future amendments thereto;

TIF Note means the Tax Increment Revenue Note (Silver Leaf Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program and Tax Increment Financing Plan.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of acquisition of the Development Property, a portion of the costs of relocation of existing occupants, and a portion of the costs of construction of Site Improvements incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a South Dakota corporation and has the power and authority to enter into this Agreement and to perform its obligations hereunder and by doing so will not violate its articles of incorporation or bylaws, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(7) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(8) The Developer and the Company shall promptly pay to the City any and all costs and expenses that are associated with the City's providing relocation assistance, services, payments and benefits to any of the existing occupants of the Development Property which will be displaced as a result of the Development Program.

(9) The Developer shall commence construction of the Project by May 15, 2016 and subject to Unavoidable Delays shall complete construction of the conference center and the extended stay hotel by September 1, 2017 and the select service hotel by December 31, 2020.

(10) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and a portion of the costs of the Site Improvements as provided in Article III.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1. Development Property, Relocation, and Site Improvements.

(1) The parties agree that the acquisition of the Development Property, relocation of existing occupants and the installation of the Site Improvements to be constructed by the Developer are essential to the successful completion of the Project. The costs of the Development Property and the construction of Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of \$4,260,000 or (i) the costs of acquisition of the Development Property, (ii) relocation payments made to the City pursuant to (3) below, and (iii) the costs of the construction of Site Improvements for the Project actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.3 hereof.

(2) The Developer and/or the Company shall reimburse the City for its actual out of pocket Legal and Administrative Expenses incurred in connection with the adoption of the Tax Increment Financing Plan and the preparation of this Agreement.

(3) The Developer and/or the Company shall reimburse the City for all of its actual out of pocket expenses incurred in providing relocation assistance, services, payments, and benefits to current occupants of the Development Property which are displaced as a result of the Project. The City shall present the Developer and/or the Company with requests for reimbursement, including consultant costs, advance relocation payments, amounts paid to displaced persons, and all other costs incurred. Within ten (10) days of receipt, the Company shall provide to the City all amounts requested. Simultaneously with the execution of this Agreement, the Company shall also provide a letter of credit to the City in a form and from a lender acceptable to the City, in an amount of no less than Five Hundred Thousand Dollars (\$500,000), which letter of credit may be drawn upon in the event of failure by the Company to timely pay requested amounts for relocation assistance, services, payments, and benefits.

Section 3.2. Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the Reimbursement Amount, if the City, at the time or times such payment is to be made is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3. Reimbursement: Tax Increment Revenue Note. The City shall reimburse the payments made by the Developer under Section 3.1 for costs of the acquisition of the Development Property, relocation, and the construction of Site Improvements through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions.

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the construction of the Site Improvements has been completed and that the Developer has incurred and paid the

costs of the acquisition of the Development Property, the costs of the construction of Site Improvements, and the relocation payments to the City as required by Section 3.1(3) as described in and limited by Section 3.1 and shall have submitted paid invoices for the costs of construction of the Site Improvements, a settlement statement or other evidence of payment of the costs of the Development Property and the relocation payments in an amount not less than the Reimbursement Amount.

(2) The unpaid principal of the TIF Note shall bear simple non-compounding interest from the date of issuance of the TIF Note, at 3.00% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(3) The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

(4) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal and interest outstanding on the TIF Note, any Tax Increments received by the City during the preceding 6 months. All such payments shall be applied first to accrued interest and then to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal and interest on the TIF Note. If, on any TIF Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the TIF Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be paid if and to the extent that on a future TIF Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2.

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.2, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4. Business Subsidies Act.

(1) In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidies Act"), the Developer acknowledges and agrees that the amount of the "Business Subsidy" granted to the Developer under this Agreement is \$4,260,000 which is the Reimbursement Amount for the acquisition of the Development Property, relocation payments and the installation of the Site Improvements and that the Business Subsidy is needed because the Project is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The Tax Increment District is a redevelopment district and the public purpose

of the Business Subsidy is to encourage the demolition of substandard structures and the construction of two hotels and a conference center in the City. The Developer agrees that it will meet the following goals (the "Goals") in connection with the development of the Project. It will create at least sixty (60) full time jobs at the federal minimum wage, excluding benefits, within two years from the "Benefit Date", which is the earlier of the date the Developer completes or occupies the Project.

(2) If the Goals are not met, the Developer agrees to repay all or a part of the Business Subsidy to the City, plus interest ("Interest") set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2, accruing from and after the Benefit Date, compounded semiannually. If the Goals are met in part, the Developer will repay a portion of the Business Subsidy (plus Interest) determined by multiplying the Business Subsidy by a fraction, the numerator of which is the number of jobs in the Goals which were not created at the wage level set forth above and the denominator of which is sixty (60) (i.e. number of jobs set forth in the Goals).

(3) The Developer agrees to (i) report its progress on achieving the Goals to the City until the later of the date the Goals are met or two years from the Benefit Date, or, if the Goals are not met, until the date the Business Subsidy is repaid, (ii) include in the report the information required in Minnesota Statutes, Section 116J.994, Subdivision 7 on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the City. The Developer agrees to file these reports no later than March 1 of each year commencing March 1, 2017, and within 30 days after the deadline for meeting the Goals. The City agrees that if it does not receive the reports, it will mail the Developer a warning within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are not made, the Developer agrees to pay to the City a penalty of \$100 for each subsequent day until the report is filed up to a maximum of \$1,000.

(4) The Developer agrees to continue operations within the City for at least five (5) years after the Benefit Date.

(5) As of the date of this Agreement, there are no other state or local government agencies providing financial assistance for the Project other than the City.

(6) There is no parent corporation of the Developer.

(7) The Developer certifies that it does not appear on the Minnesota Department of Employment and Economic Development's list of recipients that have failed to meet the terms of a business subsidy agreement.

Section 3.5. Execution of Assessment Agreement. Simultaneously with the execution of this Agreement, the Developer and the City shall execute an Assessment Agreement pursuant to the provisions of Minnesota Statutes, Section 469.177, Subdivision 8, specifying the Assessor's Minimum Market Value for the Development Property and the Project for calculation of real property taxes. Specifically, the Developer shall agree to a market value for the Development Property and the Project which will result in a market value as of January 2, 2021 of not less than \$12,125,000 until December 31, 2036 (such minimum market value at the time

applicable is herein referred to as the "Assessor's Minimum Market Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign a market value to the property in excess of such Assessor's Minimum Market Value nor prohibit the Developer from seeking through the exercise of legal or administrative remedies a reduction in such market value for property tax purposes, provided however, that the Developer shall not seek a reduction of such market value below the Assessor's Minimum Market Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the earlier of (i) December 31, 2036; or (ii) the date of termination of this Agreement. The Assessment Agreement shall be certified by the Assessor for Stearns County as provided in Minnesota Statutes, Section 469.177, Subdivision 8, upon a finding by the Assessor that the Assessor's Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Project to be constructed on the Development Property and the market value previously assigned to the Development Property. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the Assessment Agreement shall be filed for record in the office of the county recorder or registrar of titles of Stearns County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage recorded against the Development Property.

Section 3.6. Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it and pursuant to the provisions of the Assessment Agreement until the Developers' obligations have been assumed by any other person or entity pursuant to the provisions of this Agreement or title to the Development Property is vested in another person.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.181, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

(4) Notwithstanding the provisions of the Assessment Agreement it will not seek a reduction in the market value as determined by the Stearns County Assessor of the Project or other facilities, if any, that it constructs on the Development Property, pursuant to the provisions of this Agreement, for the last five years of the TIF Note.

Section 3.7. Lender Documents. When the Developer submits the following documents to Bremer Bank, N.A., the lender for the financing of the Project, it shall submit the documents to the City also:

- (1) FIRREA appraisal reviewed and approved by Bremer's collateral department before final approvals are completed by Bremer's Executive Credit Committee
- (2) Hazard/Property Insurance showing bank as mortgagee
- (3) Flood Zone determination / insurance, if required
- (4) Phase I Environmental Assessment
- (5) Assignment of Rents
- (6) All franchise information related to project
- (7) A disbursement agreement
- (8) Title Insurance
- (9) Third Party Inspecting Architect
- (10) Funding and repayment projections.
- (11) Copy of preliminary plat.
- (12) Copies of purchase agreement.
- (13) Deposit of escrow down payments - may be in title company's escrow account.
- (14) Development agreement.
- (15) Survey - ALTA survey certified to bank and borrower.
- (16) Geotechnical soils report - Reliance letter issued to bank.
- (17) Corporate documents - Certificate of good standing, resolution to borrow, articles of incorporation, partnership or member control agreement.
- (18) Opinion of borrower's counsel.
- (19) Copy of cost plus general contract and assignment of same to bank.
- (20) Copy of architect's agreement and assignment of same to bank.
- (21) Evidence of appropriate zoning.
- (22) Builders risk insurance and liability insurance for both borrower and general contractor.
- (23) Inspection reports from third party architect.
- (24) Survey "as built".
- (25) Release of lien rights.
- (26) Any other items required by the loan documents.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes assessed, special assessments or other City charges with respect to the Development Property.

(2) Failure of the Developer or the Company to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(3) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(4) If the Developer shall:

(1) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(2) make an assignment for the benefit of its creditors; or

(3) admit in writing its inability to pay its debts generally as they become due; or

(4) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, liquidator or trustee of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer or the Company under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6. Indemnification of City.

(1) The Developer (a) releases the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees (collectively, the "Indemnified Parties") from, (b) covenants and agrees that the Indemnified Parties shall not be liable for, and (c) agrees to indemnify and hold harmless the Indemnified Parties against, any claim, cause of action, suit or liability for loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or on the Development Property.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate)

as a result of the Project causing the Tax Increment District to not qualify or cease to qualify as a "redevelopment district" under Section 469.174, Subdivision 10, of the Act and Section 469.176, Subdivision 4(j) or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4(j).

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE V

DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1. The Developer's Option to Terminate. This Agreement may be terminated by the Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within sixty (60) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within sixty (60) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer, that such noncompliance will be cured as soon as reasonably possible.

Section 5.2. Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer to the City within sixty (60) days after the date when such option to terminate may first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its rights to terminate this Agreement due to such occurrence or event.

Section 5.3. Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.2.

ARTICLE VI

ADDITIONAL PROVISIONS

Section 6.1. Restrictions on Use. Until termination of this Agreement, the Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as an extended stay hotel and a select service hotel and a conference center and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 6.2. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 6.3. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Company is addressed to or delivered personally to:

Silver Leaf Group, LLC
700 Main Avenue
Suite 20
Fargo, ND 58103

- (2) in the case of the Developer is addressed to or delivered personally to:

Silver Leaf Developer, Inc.
205 6th Avenue SE
Suite 300
Aberdeen, SD 57401

(3) in the case of the City is addressed to or delivered personally to:

City of Waite Park, Minnesota
Waite Park City Hall
Attention: Administrator
19 13th Avenue North
Waite Park, MN 56387

with a copy to:

Briggs and Morgan, P.A.
Attention: Mary Ippel
W2200 First National Bank Building
332 Minnesota Street
St. Paul, MN 55101

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.6. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.7. Expiration. This Agreement shall expire on the earlier of (i) February 1, 2038, (ii) the date the TIF Note is paid in full or (iii) the date this Agreement is terminated or rescinded in accordance with its terms.

Section 6.8. Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9. Assignability of Agreement. This Agreement may be assigned only with the consent of the City, which consent will not be unreasonably delayed or withheld. The TIF Note may only be assigned pursuant to the terms of the TIF Note.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF WAITE PARK, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

This is a signature page to the Development Agreement by and between the City of Waite Park, Minnesota and Silver Leaf Group, LLC and Silver Leaf Developer, Inc.

SILVER LEAF DEVELOPER, INC.

By _____
Its _____

By _____
Its _____

This is a signature page to the Development Agreement by and between the City of Waite Park, Minnesota and Silver Leaf Group, LLC and Silver Leaf Developer, Inc.

EXHIBIT A

Description of Development Property

Property located in the City of Waite Park, Stearns County, Minnesota with the following Parcel Identification Numbers:

EXHIBIT B

Form of TIF Note

No. R-1

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF STEARNS
CITY OF WAITE PARK

TAX INCREMENT REVENUE NOTE
(SILVER LEAF PROJECT)

The City of Waite Park, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Silver Leaf Developer, Inc. (the "Developer") or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$4,260,000 as provided in that certain Development Agreement, dated as of _____, 2015, as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple non-compounded rate of three and no hundredths percent (3.00%) per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2017, and on each February 1 (as hereinafter defined) and August 1 thereafter to and including February 1, 2037 if the first receipt of Tax Increment is received in 2017 or August 1, 2018, and on each February 1 and August 1 thereafter to and including February 1, 2038 if the first receipt of Tax Increment is 2018 or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal.

The Payment Amounts due hereon shall be payable solely from 95% of tax increments (the "Tax Increments") from the Development Property (as defined in the Development Agreement) within the City's Tax Increment Financing District No. 2-1 (the "Tax Increment District") within its Municipal Development District No. 2 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174

through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(2) thereof or the Developer shall have terminated the Development Agreement under Article V thereof, on the date the Tax Increment District is terminated, or on the date that all principal payable hereunder shall have been paid in full, whichever occurs earliest.

The Tax Increment District includes properties other than the Development Property and Stearns County remits Tax Increment to the City on the basis of the Captured Tax Capacity of the entire Tax Increment District. For purposes of this Tax Increment Revenue Note, the City will determine Tax Increment generated from the Development Property and improvements thereon in its sole discretion.

The City makes no representation or covenant, express or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.2 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld or delayed. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of Waite Park, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and Administrator and has caused this Note to be dated as of _____, 20__.

Administrator

Mayor

DO NOT EXECUTE UNTIL PAID INVOICES FOR LAND ACQUISITION, SITE IMPROVEMENTS RELOCATION PAYMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of _____, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF ADMINISTRATOR</u>
_____ _____ _____ _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT C

Site Improvements

Landscaping, including irrigation
Foundations and Footings and building slab concrete
Grading/earthwork/site work
Engineering
Surveying
Environmental Testing
Soil Borings
Site Preparation and compaction work
Onsite and Underground Utilities
Storm Water/Ponding/Piping
Outdoor Lighting
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements
Parking
Demolition

EXHIBIT D

Assessment Agreement

THIS AGREEMENT, dated as of this ____ day of _____, 2015, is by and among the City of Waite Park, Minnesota (the "City"), , Silver Leaf Developer, Inc., a South Dakota corporation (the "Developer"), and the Stearns County Assessor (the "Assessor").

WITNESSETH

WHEREAS, on or before the date hereof the City and Developer have entered into a Development Agreement dated as of _____, 2015 (the "Development Agreement") regarding certain real property located in the City (the "Development Property") which property is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will construct a Project on the Development Property as described in the Development Agreement.

WHEREAS, the City and Developer desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177, Subdivision 8.

WHEREAS, the Developer has acquired the Development Property.

WHEREAS, the Assessor has reviewed the plans and specifications for the improvements and the market value previously assigned to the land upon which the improvements are to be constructed, and that the "minimum market value" as set forth below is reasonable.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. As of January 2, 2021 through and thereafter until December 31, 2036 the minimum market value which shall be assessed for the Project shall be not less than \$12,125,000.
2. The minimum market value herein established shall be of no further force and effect and this Agreement shall terminate on the earlier of: (i) December 31, 2036; or (ii) the date of termination of the Development Agreement.
3. This Agreement shall be recorded by the City with the County Recorder of Stearns County, Minnesota. The Developer shall pay all costs of recording.
4. Neither the preamble nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the Agreement between the City and the Developer.

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the _____ and the _____, the _____ of Silver Leaf Developer, Inc., a South Dakota corporation, on behalf of said corporation.

Notary Public

Signature page for Assessment Agreement by and between the City of Waite Park, Minnesota, Silver Leaf Developer, Inc., and the Stearns County Assessor.

EXHIBIT A TO ASSESSMENT AGREEMENT

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

Agenda Item No. 4A

Issue: Higher Ground Church of Christ - 523 2nd Street North – Conditional Use Permit

BACKGROUND

We have received an application from Higher Ground Church in Christ requesting a conditional use permit to allow use of the property at 523 N. 2nd Street as a church. The applicant has permission from Timothy Maas, current property owner, to pursue the request. Churches are considered as conditional uses in the R-1, Single-Family Residential zoning district. The property was originally constructed and established as First Methodist church in 1909.

As you may recall in 2014 another applicant/property owner requested a conditional use permit to utilize the property as a community and youth center, along with a variance request for parking. Several issues were identified through the review process and the owners at that time ultimately decided not to pursue the request any further, and no approval was given for the proposal. Since that time the property was sold to the current owner who has been making gradual upgrades in the lower level of the building, including residential-nature bathroom and kitchen areas. A dance studio briefly utilized the building in 2015 but quickly relocated to a more suitable location.

The applicant currently operates their church at 327 9th Ave South in St. Cloud. They have indicated that at this point, assuming that this application is approved and they commence operations at 523 N. 2nd Street, whether they will continue to use have another location in St. Cloud or opt to close it.

The attached schedule outlines the proposed church schedule of activities, including services, weekday tutoring times for students, Bible study and prayer times, and choir/dance rehearsals.

A proposed floor plan of the main worship area has been submitted and is attached. The proposal notes regular seating for 210 people. Based on the parking requirement of one stall per 3.5 stalls in the largest gathering area, a total of 60 stalls would be required. There is room for several parking stalls currently on the property, but the parking area is not hardsurfaced with concrete or asphalt as is required by City Ordinance.

As the required parking cannot be accommodated on-site, the applicants have requested a parking variance that will be discussed and reviewed separately from the Conditional Use Permit request. They have an agreement with the ISD 742 Area Learning Center (McKinley) by which they may utilize parking at that property for their purposes. No reduction from the overall parking stall requirement is being requested, but rather an allowance to extend the distance where parking may be allowed. While the variance is a separate request, it is intrinsically connected to the viability of the Conditional Use Permit.

The applicant has advised in writing that there will not be anyone living or staying at the property. The lower level area is currently not set up with adequate living areas, and the expressed intent is to utilize the lower level for offices and communal space for church functions.

According to information submitted by the applicants the church facilities manager would typically be at the property on a daily basis.

Pictures of the property from a walk-through with City staff, including Building Official, and the applicants performed on 1/29/16 are attached. In general the upstairs main worship area is in very good condition considering the age of the building. However, the lower level area will require significant updates to bring it into building code compliance, The Building Official has noted that the lower level could be blocked off to allow for use of the upstairs worship area while construction activity on the lower level is underway, provided that a written agreement is submitted and approved and that necessary permits are obtained, and the applicants are amenable to this course of action. Additionally, exterior handicap accessibility will need to be addressed, and there are several options that the applicant could utilize to meet requirements. A summary of comments from the meeting and provided to the applicant is attached.

Major exterior changes to the building are not proposed at this time, but the applicant could opt to undertake updates as needed or desired at any point in the future. No utilization of exterior church bells or exterior amplification devices is proposed.

Staff has heard concern of potential use of the property, both by the applicant and by any owner of the property in general, as a homeless shelter/boarding house. As described earlier, the applicant has advised in writing that they will not have anyone staying at the property. Specific conditions prohibiting any such activities will be included in the recommendation. There is no provision for homeless or emergency shelters in the R-1, Single-Family Dwelling District as either a permitted or conditional use and any such location in the zoning district would be prohibited.

The Planning Commission reviewed the request at their February 9th, 2016 meeting, and recommended approval of the request with conditions as outlined below, with the addition of Condition No. 11 pertaining to handicap accessibility.

REQUIRED ACTION

The City Council's action could be any of the following with regards to the Conditional Use Permit:

1. Approval of the Conditional Use Permit as presented.
2. Approval of the Conditional Use Permit with added/revised conditions.
3. Denial of the Conditional Use Permit, with findings of fact.

STAFF RECOMMENDATION

Staff recommends approval of the Conditional Use Permit with the following conditions:

1. Required parking for 60 stalls shall be accommodated for the property, via variance or other agreement with approval of City staff. Parking requirement may be increased with future expansion or occupancy increases as determined by City staff.
2. Any parking areas upon the site shall either be hardsurfaced with concrete or asphalt within one (1) year, or seeded/sodded so as to not be further utilized for parking.
3. Any on-street parking shall comply with applicable street parking postings and City Ordinance 61.
4. Utilization of the property for emergency/homeless shelter, transition housing, or other similar use shall be prohibited, except for State-licensed facilities as currently allowed for in the R-1, Single-Family Zoning District as per City Ordinance Section 52.12.
5. Utilization of building or portions thereof shall be subject to review and approval as per City of Waite Park Building Official. All exterior and interior work shall be subject to necessary building, plumbing, electrical, and other permits as deemed required by City staff.
6. All necessary construction activities shall be completed to satisfaction of City of Waite Park Building Official prior to commencement of any activities in impacted areas.
7. Any new exterior signage shall require a permit prior to installation or fabrication of signage to provide for review and approval.
8. Ground and/or pylon signs shall require a footing inspection prior to construction to confirm compliance with City Code requirements.
9. Use of bells, external speakers, or other exterior amplification equipment shall be prohibited.
10. Exterior lighting modifications or installations shall require review and approval by Planning & Community Development Director prior to installation. Lighting shall not be directed toward adjacent properties and shall comply with City Ordinance 52.49.09, "Lighting Standards".
11. The property shall establish conforming and compliant ADA accessibility access or accesses to satisfaction of City of Waite Park Building Official.

SUGGESTED MOTION

Councilmember _____ moved to **approve** or **deny** the Conditional Use Permit to allow establishment of a church in the R-1, Single-Family Residential District, with conditions as established _____

Councilmember _____ seconded the motion.

ROLL CALL

Councilmember Vic Schulz _____
Councilmember Michael Linnquist _____
Councilmember Charles Schneider _____
Councilmember Frank Theisen _____
Mayor Richard E. Miller _____

Motion (Approved) (Denied)



19 - 13th Avenue North
PO Box 339
Waite Park, MN 56387-0339

(320) 252-6822 Phone • (320) 252-6955 Fax
Email: city.hall@ci.waitepark.mn.us
Website: www.ci.waitepark.mn.us

NOTICE OF PUBLIC HEARING

January 26, 2016

Dear Resident/Property Owner,

The Waite Park Planning Commission will hold a public hearing at City Hall, 19 13th Ave N at 6:30 pm or soon thereafter on Tuesday, February 9, 2016 to hear the following request:

**** Request of Higher Ground Church of God in Christ for a Conditional Use Permit to allow a church in an R-1, Single Family Residential District, and for a variance from Waite Park Ordinance 52.42, Subd. 4 G to increase the allowable distance for collective parking for two properties from 350 feet to 400 feet. The subject property is described as Lot 18, Block 7, Townsite of Waite Park (523 N. 2nd Street).**

You are receiving this notice as you live or own property within the notification area stipulated by State Law and/or City Ordinance. Materials pertaining to the request are enclosed.

You are welcome to attend the public hearing or submit written comments pertaining to the request. Please share with neighbors in the event they did not receive a copy.

Please feel free to contact me with any questions at (320) 252-6822 or jon.noerenberg@ci.waitepark.mn.us.

Jon Noerenberg
Planning and Community Development Director



19 - 13th Avenue North
PO Box 339
Waite Park MN 56387-0339

(320) 252-6822 Phone • (320) 252-6955 Fax
Email: city.hall@ci.waitepark.mn.us
Website: www.ci.waitepark.mn.us

Planning Commission

Conditional Use Permit Guidelines

For Consideration for Higher Ground Church in Christ – 523 N. 2nd Street

The Planning Commission will hold a public hearing to hear from the public and the applicant on their proposed Conditional Use Permit to operate a church in an R-1, Single-Family Residential District. Once the public hearing is closed, the Planning Commission will need to consider the Conditional Use Permit, taking into account the following requirements for approval:

Conditional Use Permit – Criteria for Approval

The request:

1. Will not be detrimental to or endanger the public health, safety, morals, comfort, convenience or general welfare of the neighborhood or the City.
2. Will be harmonious with the applicable specific and general objectives of the Comprehensive Plan of the City and of the Ordinance.
3. Will be designed, constructed, operated and maintained so as to be harmonious and appropriate appearance with the existing or intended character of the general vicinity and will not change the essential character of that area.
4. Will not be hazardous or disturbing to existing or future neighboring uses.
5. Will be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, water and sewer systems, and schools.
6. Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.
7. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.
8. Will have vehicular approaches to the property which are so designed as not to create traffic congestion or an interference with traffic or surrounding public thoroughfares.
9. Will have adequate facilities to provide sufficient off street parking and loading space to serve the proposed use.
10. Will not result in the destruction, loss or damage of a natural, scenic, or historic feature of major importance.
11. Will conform to the type of uses that are generally permitted within the district.

Higher Ground

Church of God in Christ

Rev. James E. Alberts II, Pastor

When your direction is heaven bound, start your journey at Higher Ground.



January, 6th 2016

To whom it may concern...

Please be advised that the information listed below is our church schedule and constitutes the property use for the property in question in this application.

Sunday: Sunday School at 9:30
Morning Worship at 11 am

Monday: Tutoring 3:30 – 5:30 pm (math, science, reading etc...)

Tuesday: Tutoring 3:30 – 5:30 pm (math, science, reading etc...)
Choir Rehearsal 6:00 pm
Prayer

Wednesday: Tutoring 3:30 – 5:30 pm (math, science, reading etc...)
Bible Study 6:00 pm

Thursday: Choir Rehearsal 6:00 pm

Friday: Dance Rehearsal 5:30 pm

Saturday: Dance Rehearsal 1:00 pm

Kind Regards,
Higher Ground Church Secretary

Natoya M. Alberts

Higher Ground Church of God in Christ – 327 9th Avenue St Cloud, MN 56301
320-428-0621 – www.headinghigher.com Email: church@headinghigher.com

Missionary
Corner

Alt pit
Area

2 of 7
Chair

Alter

Alter

Alter

Communion
Table

Over Flow

Over Flow

Estimote

Altise

Altise

Center
Altise

Media + Sound
Area

Rear Bench

Rear Bench

Jon Noerenberg

From: Inspections
Sent: Tuesday, February 16, 2016 12:09 PM
To: Alfred Smith
Cc: Jon Noerenberg; Sheila Mockros
Subject: 523 2nd Street North

Al,

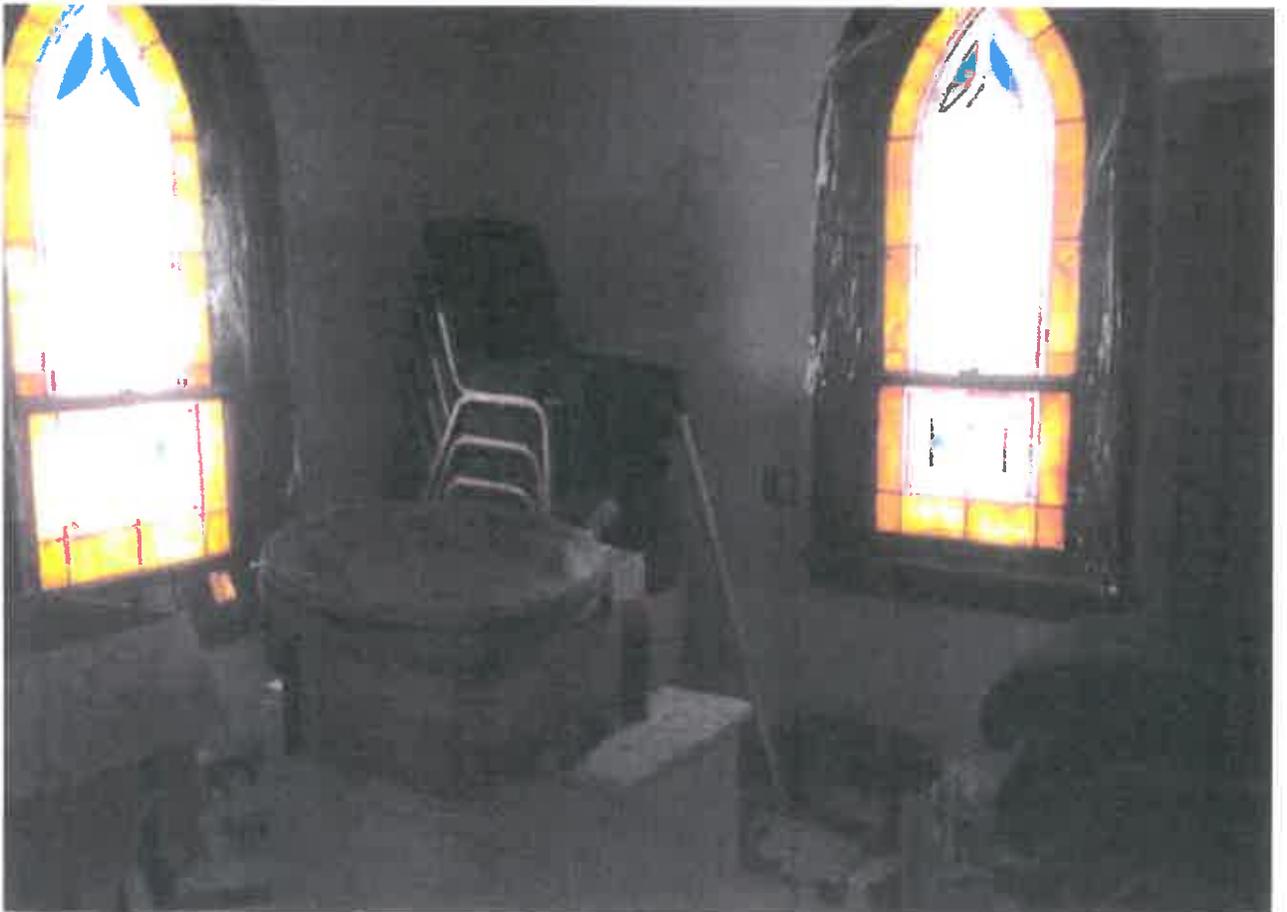
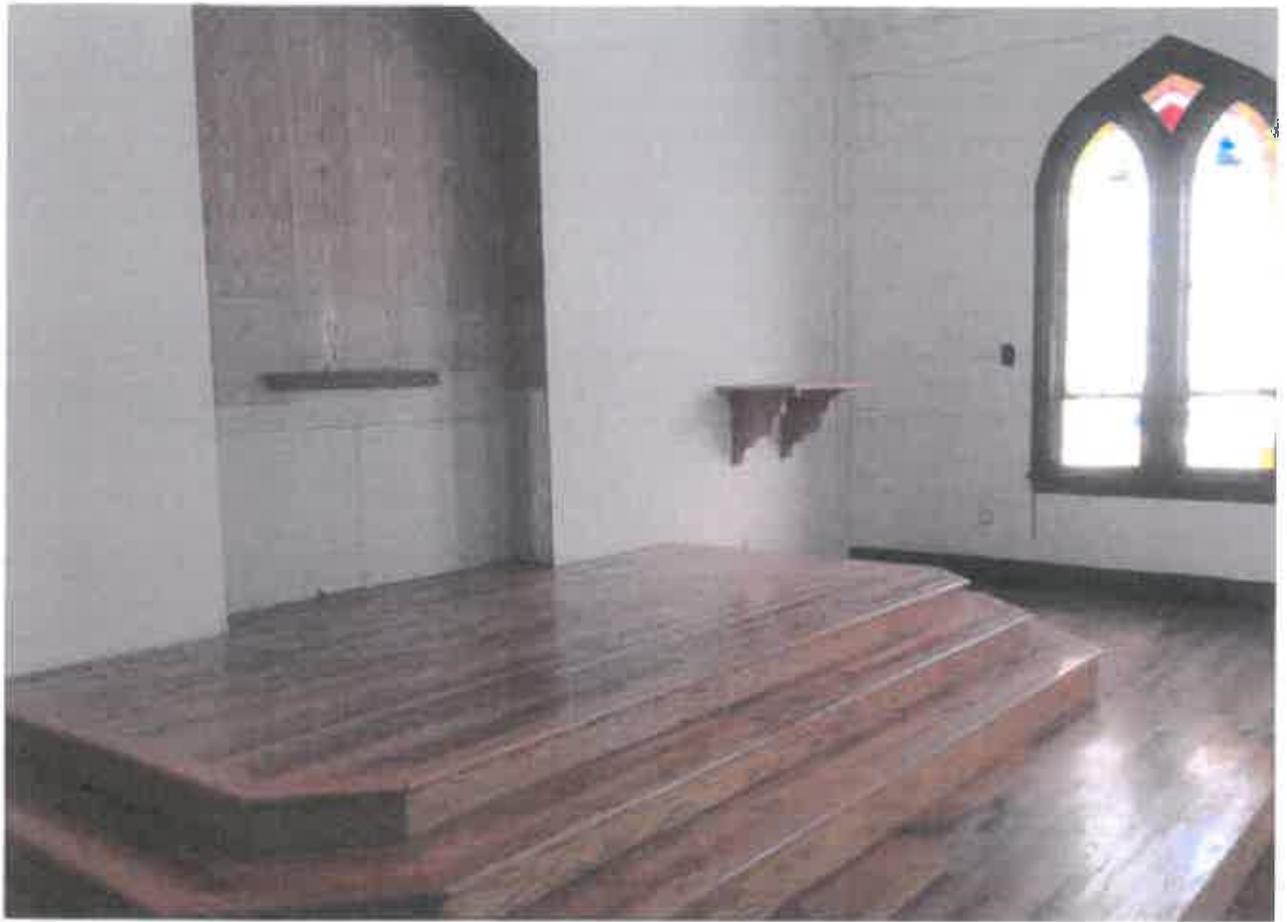
The following is to provide guidance as to what needs to be done to occupy the building at 523 2nd Street North as a church.

1. Provide a plan for the intended general use of the building areas to include the basement.
2. Provide a plan and timeline to provide a handicap accessible access to the building and upstairs restroom.
3. Provide a plan to repair ceiling in entry area.
4. Provide a plan and timeline to insulate attic area.
5. Have an electrical contractor identify what needs to be done to remove electrical hazards, develop a plan and timeline to bring into code compliance. A permit will have to be obtained prior to work being done.
6. Have a plumbing contractor identify what needs to be done to remove plumbing hazards, develop a plan and timeline to bring into code compliance. A permit will have to be obtained prior to work being done.
7. Have a HVAC contractor identify what needs to be done to remove heating and ventilation hazards, develop a plan and timeline to bring into code compliance. A permit will have to be obtained prior to work being done.
8. Provide a plan to provide separation from unfinished basement area.
9. Provide a plan to provide emergency lighting and exit lights.

After the plan is received, we will meet to discuss occupying the building and determine the areas of use. We look forward to working with you as the plan to use and occupy this building is developed.

Jeff Howe
Building Official
City of Waite Park
320-656-8936











Agenda Item No. 4B

Issue: Higher Ground Church in Christ – 523 N. 2nd Street

Variance – Allow for Increase in Distance for Collective Parking from 350 to 400 Feet

BACKGROUND:

In association with the proposed Conditional Use Permit to allow the re-establishment of a church at the property at 523 N. 2nd Street, the applicants are requesting a variance from City Ordinance Section 52.42, Subd. 4G, to increase the allowable distance for collective parking for two properties. The request is not a request to reduce the required number of parking stalls, but rather to allow them to be provided at a further distance of one city block.

Under the ordinance allowance, a property may utilize neighboring parking areas, with property owner consent, to provide required parking stalls for their property. The maximum distance allowed is 350 feet. The applicants have a signed lease agreement with the McKinley Area Learning Center owned by ISD 742, located at 216 North 8th Avenue to allow utilization of their parking lot by the proposed church. However, staff review noted that the McKinley property exceeds the 350 foot distance by 50 feet. An aerial image with both properties visible is attached to give an idea of the distance involved.

The school property has adequate parking available to support both the school use and the church use at peak times. 177 total stalls are provided upon the school property. 60 stalls would be required for the church based on the largest seating area, and 110 stalls are required for the school based on the student enrollment and faculty count, for a total parking demand of 170 stalls.

It should be noted that realistically, the demand for parking for the school and church are unlikely to overlap, due to church services being on weekends and after school hours as per their proposed schedule. As such, the maximum capacity of the school parking lot is unlikely to be needed at any point.

As the property at 523 N. 2nd Street was established a church in 1909 and long prior to current parking standards, there is no feasible way in which the parking could be provided either upon the property itself or via agreements with neighboring properties within 350 feet as per City Ordinance.

Staff would note that while the parking is proposed to be provided via the school property, on-street parking where it is otherwise legal would still be permitted, provided standard street parking restrictions and other aspects of City Ordinance 61 pertaining to parking and towing are followed (i.e. no long-term parking). Staff would advise against consideration of restrictions regarding on-street parking for the applicants where it is otherwise legal.

It is common in variance requests for the reviewing body (in this case Planning Commission and City Council) to consider the option of granting a variance that is less than the amount requested (i.e. granting a setback variance for 10 feet instead of requested 8 feet). However, in this case the 400 foot distance is an absolute minimum and the request could not be accommodated with a lesser amount.

Staff believes that the applicant has demonstrated practical difficulties due to the pre-existing condition of the property and the fact that the property cannot be put to its highest and best use, given its design and construction, without granting of a variance. The proposed increase in distance for collective parking allowance from 350 feet to 400 feet will not be detrimental to other uses already existing and permitted in the area, and will assist in accommodating the proposed reuse of the long-standing property.

The Planning Commission reviewed the request at their February 9th, 2016 meeting, and recommended approval.

REQUIRED ACTION

The City Council’s action could be any of the following with regards to the variance request:

1. Approval of the variance as requested — with findings of fact. (see: Planning Commission guidelines for consideration)
2. Approval of variance with distance less than the 400 feet requested, but less than City Code maximum of 350 feet, with findings of fact itemized.
3. Denial of the variance, with findings of fact.

STAFF RECOMMENDATION

Staff recommends approval of the variance as submitted and proposed, with the following condition:

1. Annual proof of continued lease agreement with ISD 742 for use of parking stalls shall be submitted to City of Waite Park. In the event the lease is terminated for any reason, the property owner/lessee shall pursue alternative measures to provide for required parking, in coordination with City staff.

SUGGESTED MOTION:

Councilmember _____ moved to **approve** or **deny** the variance to increase allowable distance for collective parking from 350 feet to 400 feet at 523 N. 2nd Street as submitted by Higher Ground Church in Christ, with conditions as established: _____

Councilmember _____ seconded the motion.

ROLL CALL

- Councilmember Vic Schulz _____
- Councilmember Michael Linquist _____
- Councilmember Charles Schneider _____
- Councilmember Frank Theisen _____
- Mayor Richard E. Miller _____

Motion (Approved) (Denied)



19 - 13th Avenue North
PO Box 339
Waite Park, MN 56387-0339

(320) 252-6822 Phone • (320) 252-6955 Fax
Email: city.hall@ci.waitepark.mn.us
Website: www.ci.waitepark.mn.us

Planning Commission

Variance Guidelines

For Consideration for Increase in Allowable Distance for Collective Parking Variance,

523 N. 2nd Street - Higher Ground Church in Christ

The Planning Commission will hold a public hearing to hear from the public and the applicant on their proposed variance. Once the public hearing is closed, the Planning Commission will need to consider the variance, taking into account the following requirements for approval:

Variance – Criteria for Approval

Subd. 5. Practical Difficulties.

A. Practical difficulties as used in connection with the granting of a variance means that:

1. The property owner proposed to use the property in a reasonable manner not permitted by the Zoning Ordinance;
2. The plight of the landowner is due to circumstances unique to the property not created by the landowner; and
3. The variance, if granted, will not alter the essential character of the locality.

B. Economic considerations alone do not constitute practical difficulties.

Subd. 6. Findings of Fact:

That the literal interpretation of the provisions of this Ordinance would deprive the petitioner of rights commonly enjoyed by other properties in the same district under the terms of this Ordinance.

A. Is the variance in harmony with the purposes and intent of the ordinance?

B. Is the variance consistent with the comprehensive plan?

C. Does the proposal put property to use in a reasonable manner?

D. Are there unique circumstances to the property not created by the landowner?

E. Will the variance, if granted, alter the essential character of the Locality?



St. Cloud Area School District 742

Learning for a lifetime. It's our promise to you.

McKinley - Area Learning Center
216 8th Avenue North
Waite Park, Minnesota 56387

Al Johnson . Principal
al.johnson@tsd742.org

P 320.203.8470
F 320.529.4327

Parking Agreement

St. Cloud Area School District 742 DBA, McKinley Area Learning Center, as Lessor, does hereby agree to let lease to Higher Ground Church of God in Christ, as Lessee, a parking space located at 216 8th Avenue North (Building/Street Address) Waite Park (City), MN(State). The following terms and conditions shall apply to this Parking Space Lease Agreement ("Agreement"):

Terms and Conditions:

1. **Items Left in Vehicle.** Lessor shall not be responsible for damage or loss to possessions or items left in Lessee's vehicle.
2. **Damage to Vehicle.** Lessor shall not be responsible for damage to Lessee's vehicle, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area.
3. **Parking Lot Attendants.** Lessor shall will not provide parking lot attendants. In the event that Lessor provides such attendants, any use of such attendant by Lessee to park or drive Lessee's vehicle shall be at Lessee's request, direction and sole risk of any resulting loss and Lessee shall indemnify Lessor for any loss resulting from such use.
4. **Payments by Lessee.** Lessee agrees to pay \$ -0- per month for the lease of the aforementioned parking space.
5. **Receipts by Lessor.** Lessor agrees to provide a receipt to Lessee for each payment received. Such receipt shall show the amount paid and number of the leased parking space.
6. **Termination.** Either party may terminate this Agreement by providing 30 days written notice to the other party. Any such notice shall be directed to a party at the party's address as listed below in this Agreement.

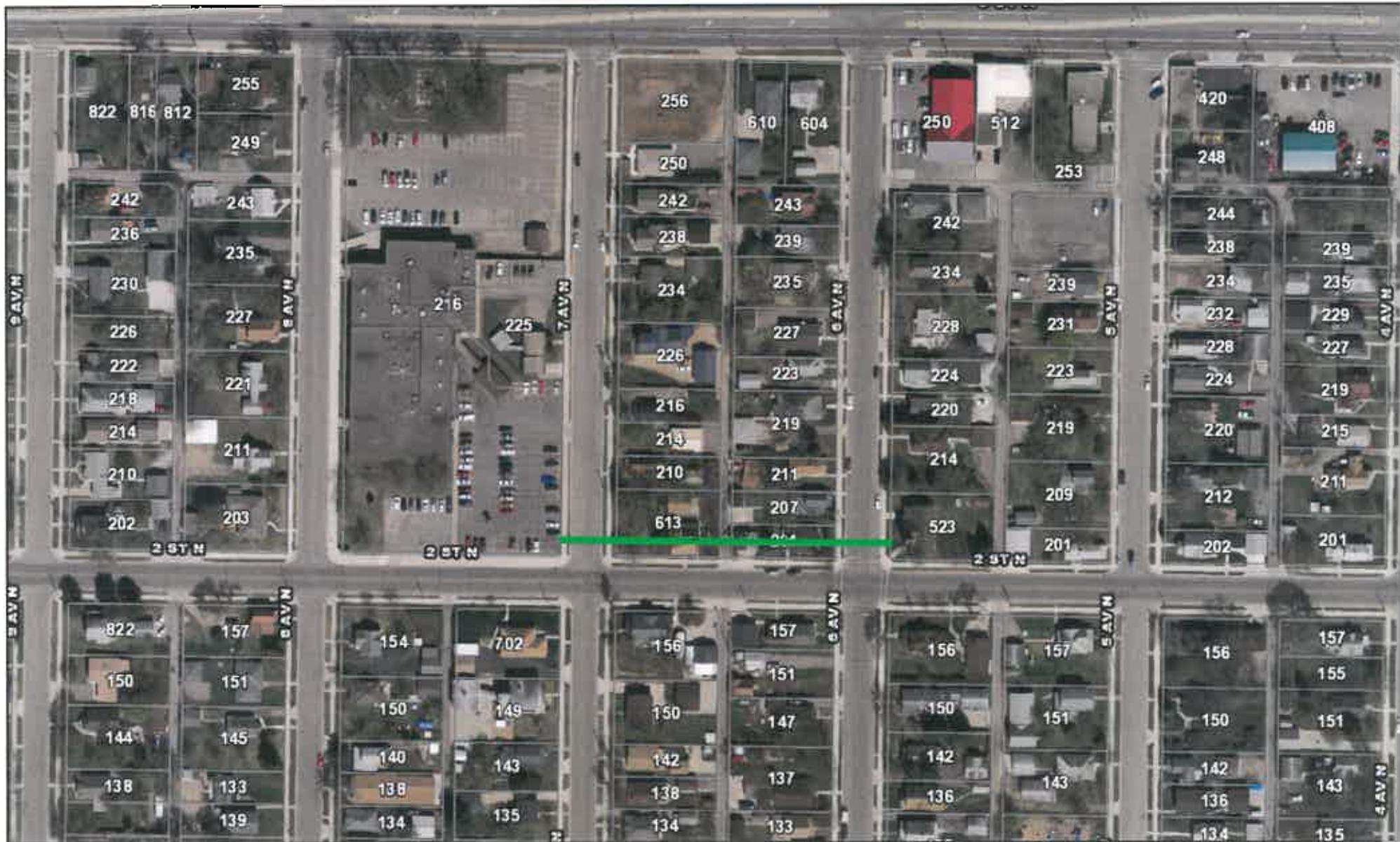
EXECUTED AND AGREED by the parties hereto, this the 1st day of December, 2015.

St. Cloud Area School District 742 DBA, McKinley Area Learning Center
216 8th Avenue North
Waite Park MN 56387

Lessor
Higher Ground Church of God in Christ
327 9th Ave S
St Cloud, MN 56301
Lessee

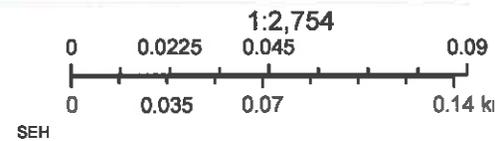
Clear Lake
Clearwater
Collegeville
Luxemburg
Pleasant Lake
St. Augusta
St. Cloud
St. Joseph
Waite Park

523 N. 2nd Street and McKinley School - Parking Variance Request



February 4, 2016

□ Parcels



Agenda Item No. 5

Issue: Council/Mayor: Review and Approve Bills, Other Business

Councilmember _____ moved to approve bills as presented.

Councilmember _____ seconded the motion.

ROLL CALL

Councilmember Michael Linqvist	_____
Councilmember Charles Schneider	_____
Councilmember Vic Schulz	_____
Councilmember Frank Theisen	_____
Mayor Richard Miller	_____

Motion (Approved) (Denied)

ACS FINANCIAL SYSTEM
02/08/2016 07:38:29

Schedule of Bills

CITY OF WAITE PARK
GL050S-V08.00 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 1215M2 COMMENT...

DATA-JE-ID DATA COMMENT

M-12312015-166 1215 MANUAL DISBURSEMENT

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			N	S	6	066	10			

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND * ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MN DEPT OF REVENUE II							
1115 HYDRANT WATER S TAX	6.86	REMITTANCE REV COL OTHER	703.4825.8100		1115		166 00004
1115 PERSONAL FAX S TAX	0.02	REMITTANCE REV COL OTHER	101.4051.8100		1115		166 00005
1115 PARK RENT SALES TAX	9.22	REMITTANCE REV COL OTHER	101.4552.8100		1115		166 00006
1115 WATER SALES TAX	8,976.90	REMITTANCE REV COL OTHER	703.4825.8100		1115		166 00007
	8,993.00	*VENDOR TOTAL					
PLAZA PARK BANK							
WIRE FEE TO LMC \$2.5 MIL	25.00	FEES FOR WIRE TRANSFERS	101.4051.4440		120315		166 00001
121115 PAY DIR DEP FEE	10.00	FEES FOR WIRE TRANSFERS	101.4051.4440		121115		166 00002
NOW DEPOSIT TICKETS	19.00	OPERATING SUPPLIES	101.4051.2100		121715		166 00008
122315 PAY DIR DEP FEE	10.00	FEES FOR WIRE TRANSFERS	101.4051.4440		122315		166 00009
123115 PAY DIR DEP FEE	10.00	FEES FOR WIRE TRANSFERS	101.4051.4440		123115		166 00010
	74.00	*VENDOR TOTAL					
STEARNS COUNTY AUDITOR T REG 2000 POLARIS ATV	51.00	MISC - DUES	101.4552.4010		123115		166 00003

ACS FINANCIAL SYSTEM
02/08/2016 07:38:29

Schedule of Bills

CITY OF WAITE PARK
GL540R-V08.00 PAGE 2

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION							
REPORT TOTALS:	9,118.00						

RECORDS PRINTED = 000010

ACS FINANCIAL SYSTEM
02/08/2016 07:38:30

Schedule of Bills

CITY OF WAITE PARK
GL060S-V08.00 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	134.24
703	WATER FUND	8,983.76
TOTAL	ALL FUNDS	9,118.00

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	9,118.00
TOTAL	ALL BANKS	9,118.00

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE _____ APPROVED BY

ACS FINANCIAL SYSTEM
02/11/2016 10:04:26

Schedule of Bills

CITY OF WAITE PARK
GL050S-V08.00 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 0216D1 COMMENT...
DATA-JE-ID DATA COMMENT

D-02102016-167 021016 MISC DISBURSEMENT

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			N	S	6	066	10			

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
CENTRAL MN CEILINGS INC *FY* CEILING TILE RE-CH	1,955.00	CAPITAL EXPENDITURES	101.4094.5400		3906	025125	P	167 00001
EVERGREEN LAND SERVICES *FY* 1215 RELOCATE CONSU	624.80	LAND ACQUISITION - ROW	442.4750.5500		00-11499			167 00014
KLINFELTER'S ENF & EMER *FY* MAG HOLDERS/ETC	1,457.89	EQUIPMENT	101.4110.5300		295652	000068	P	167 00002
MULTI MEDIA HOLDINGS COR *FY* 122615 PB HR KWIK T	74.70	ADVERTISEMENTS	101.4051.3300		0004284082			167 00006
FY 122615 APPENSIX B	74.70	ADVERTISEMENTS	101.4051.3300		0004284082			167 00007
	149.40	*VENDOR TOTAL						
NORTHLAND SECURITIES INC *FY* 15 CONT DISCL RPT	447.50	ACCOUNTING & AUDITING	320.4825.3000		4339			167 00015
FY 15 CONT DISCL RPT	447.50	ACCOUNTING & AUDITING	323.4825.3000		4339			167 00016
FY 15 CONT DISCL RPT	447.50	ACCOUNTING & AUDITING	324.4825.3000		4339			167 00017
FY 15 CONT DISCL RPT	447.50	ACCOUNTING & AUDITING	325.4825.3000		4339			167 00018
FY 15 CONT DISCL RPT	447.50	ACCOUNTING & AUDITING	703.4825.3000		4339			167 00019
FY 15 CONT DISCL RPT	447.50	ACCOUNTING & AUDITING	917.4825.3000		4339			167 00020
	2,685.00	*VENDOR TOTAL						
REICHERT WENNER PA *FY* HEARING OFFICER-FRI	437.50	SERVICE CONTRACT	101.4051.4015		50687			167 00021
RON'S CABINETS, INC. *FY* CABINETS/ETC-CH REM	7,448.66	CAPITAL EXPENDITURES	101.4094.5400		33748			167 00008
FY PANELS/CTR TOP-CH R	873.57	CAPITAL EXPENDITURES	101.4094.5400		33770	026355	P	167 00009
	8,322.23	*VENDOR TOTAL						
SECURITY LOCKSMITHS INC *FY* CYLINDER SERVICE	95.00	REPAIR & MAINTENANCE SUP	101.4094.2200		47031	010007	P	167 00003
SEH INC *FY* PW FACILITY DESIGN	2,772.00	GENERAL ENGINEERING	101.4211.3015		310065			167 00005
VIRNIG PAINTING COMPANY *FY* PAINTING-CH REMODEL	4,909.00	CAPITAL EXPENDITURES	101.4094.5400		5963	025119	P	167 00004

ACS FINANCIAL SYSTEM
02/11/2016 10:04:26

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CITY OF WAITE PARK
GL540R-V08.00 PAGE 2

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION							
REPORT TOTALS:	23,407.82						

RECORDS PRINTED = 000017

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	20,098.02
320	\$6.885M GO REFUND BOND 2010	447.50
323	\$1.395M GO REFUND BOND 2011	447.50
324	\$4.720M GO IMPR BOND OF 2013	447.50
325	GO EQUIP CERTIFICATES 2013C	447.50
442	17TH AVE SOUTH	624.80
703	WATER FUND	447.50
917	\$1.685M GO TIF RFD BND 2014A	447.50
TOTAL ALL FUNDS		23,407.82

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	23,407.82
TOTAL ALL BANKS		23,407.82

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT:

DATE APPROVED BY

ACS FINANCIAL SYSTEM
02/11/2016 14:07:40

Schedule of Bills

CITY OF WAITE PARK
GL050S-V08.00 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 0216D2 COMMENT...

DATA-JE-ID DATA COMMENT

D-02112016-168 021116 MISC DISBURSEMENT

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			N	S	6	066	10			

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
ALBIN ACQUISITION CORPOR BACKGROUND CHK-MASSAGE	75.00	OPERATING SUPPLIES	101.4051.2100		0120169427S	026791	P	168	00001
ALBIN ACQUISITION CORPOR CREDIT CHECK-MASSAGE ENT	65.00	UNIFORMS	101.4051.2120		0120169460A	026792	P	168	00002
BRAMLEY/BRIAN NITRILE GLOVES (10)-WTP	168.38	SAFETY	703.4825.2300		5663	026858	P	168	00015
BRUEMMER/MICHAEL D COBRA ADMIN FEES REFUND	227.26	HOSPITALIZATION INSURANC	101.4051.1500		011316	026786	P	168	00164
CENTRAL HYDRAULICS INC HYD CONTROLLER REPL #443	1,520.80	REPAIR & MAINTENANCE	101.4212.3700		0072854	026616	P	168	00003
RETURN CR	0.76CR	REPAIR & MAINTENANCE	101.4212.3700		72305	026616	P	168	00004
ANGLE CYL REP #411	651.06	REPAIR & MAINTENANCE	101.4212.3700		72859	026638	P	168	00005
HYD RESERVIOR REPL #443	2,415.22	REPAIR & MAINTENANCE	101.4212.3700		73009	026661	P	168	00006
HYD HOSE #409	30.70	REPAIR & MAINTENANCE SUP	101.4212.2200		73229	026668	P	168	00007
MICRO SWITCH #414	247.33	REPAIR & MAINTENANCE SUP	101.4212.2200		73423	026676	P	168	00008
	4,864.35	*VENDOR TOTAL							
CENTRAL LOCKSMITHS UNLOCK/OPEN HOUSE	75.00	INVESTIGATIVE SUPPLIES	101.4110.2150		126459	000017	P	168	00009
CENTRAL SERVICE INC LIGHT BULB REPL #202	6.99	REPAIR & MAINTENANCE	101.4110.3700		14091	000049	P	168	00011
LIGHT BULB REPL #203	9.98	REPAIR & MAINTENANCE	101.4110.3700		14096	000050	P	168	00010
	16.97	*VENDOR TOTAL							
CENTURYLINK 0216 PHONE-COMM PARK	32.41	COMMUNICATIONS	101.4552.3100		020116			168	00163
CHARTER COMMUNICATIONS 0215-031416 INTERNET WH	69.98	COMMUNICATIONS	101.4552.3100		020516			168	00131
COMPASS MINERALS AMERICA ROAD SALT (76.31 TON)	6,159.74	REPAIR & MAINTENANCE SUP	101.4213.2200		71443163/4050	026666	P	168	00136
ROAD SALT (53.57 TON)	4,324.17	REPAIR & MAINTENANCE SUP	101.4213.2200		71445738/6596	026669	P	168	00135
	10,483.91	*VENDOR TOTAL							
DARREL NEMETH INC 0116 ELECTRIC INSPECTION	1,180.65	FEES PAID TO ELECTRICAL	101.4140.4080		0116			168	00165
DE LAGE LANDEN FINANCIAL 0215-031416 PD COPIER	239.82	SERVICE CONTRACT	101.4110.4015		48838019	000036	P	168	00012
ECOWATER SYSTEMS WATER SOFTNER SALT-CH	656.51	REPAIR & MAINTENANCE SUP	101.4094.2200		3929649	026920	P	168	00013

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
ELLIOTT AUTO SUPPLY CO I ANTI SEIZE	8.38	REPAIR & MAINTENANCE SUP	101.4212.2200		124-011119	026674	P	168	00014
ETHANOL PRODUCTS LLC FORCE MAJEURE OVERCHARGE CO2 (11274#)	50.86CR 769.45 718.59	REPAIR & MAINTENANCE SUP REPAIR & MAINTENANCE SUP *VENDOR TOTAL	703.4822.2200 703.4822.2200		CO2152487 CO2154787	026857	P	168	00016 00017
EVERGREEN LAND SERVICES 0116 RELOCATE CONSULT-17	240.00	LAND ACQUISITION - ROW	442.4750.5500		00-11503			168	00166
FASTENAL CO CABLE TIES (200)	65.96	REPAIR & MAINTENANCE SUP	101.4212.2200		MNST175863	026662	P	168	00018
FLEET ONE LLC 0116 FUEL BI 0116 FUEL PD 0116 SQUAD WASHES PD 0116 FUEL PW 0116 FUEL WTR 0116 FUEL SWR 0116 FUEL FD	20.70 2,532.68 50.00 1,192.01 293.85 42.04 142.65 4,273.93	GAS & OIL PURCHASES GAS & OIL PURCHASES REPAIR & MAINTENANCE GAS & OIL PURCHASES GAS & OIL PURCHASES GAS & OIL PURCHASES GAS & OIL PURCHASES *VENDOR TOTAL	101.4140.2110 101.4110.2110 101.4110.3700 101.4212.2110 703.4825.2110 709.4843.2110 101.4120.2110		4473390051 4473390051 4473390051 4473390051 4473390051 4473390051 4473390051			168	00243 00244 00245 00246 00247 00248 00249
G&K SERVICES 0116 UNIFORMS PW 0116 UNIFORMS WTR 0116 UNIFORMS SWR 0116 TOWELS PW 123115 RUGS LIBRARY 123115 RUGS PW 011416 RUGS LIBRARY 011416 RUGS CL 011416 RUGS FD 011416 RUGS CH 011416 RUGS PD 011416 RUGS PARKS 011416 RUGS WTR 011416 RUGS SWR 011416 RUGS PW	74.84 18.96 26.84 7.00 7.92 8.40 7.92 3.12 12.72 6.72 17.52 4.32 6.20 6.20 8.40 217.08	UNIFORMS UNIFORMS UNIFORMS RUGS/TOWELS RUGS/TOWELS RUGS/TOWELS RUGS/TOWELS RUGS/TOWELS RUGS/TOWELS RUGS/TOWELS RUGS/TOWELS RUGS/TOWELS RUGS/TOWELS RUGS/TOWELS RUGS/TOWELS *VENDOR TOTAL	101.4212.2120 703.4825.2120 709.4843.2120 101.4212.4012 101.4095.4012 101.4212.4012 101.4095.4012 101.4051.4012 101.4120.4012 101.4094.4012 101.4110.4012 101.4552.4012 703.4825.4012 709.4843.4012 101.4212.4012		012516 012516 012516 012516 1043371131 1043371152 1043382191 1043382193 1043382193 1043382193 1043382193 1043382194 1043382208 1043382208 1043382212			168	00019 00020 00021 00022 00025 00023 00026 00027 00028 00029 00030 00031 00032 00033 00024
GOPHER STATE ONE CALL IN 0116 LOCATES WTR 0116 LOCATES SWR	6.53 6.52 13.05	EXPENSES OF GOPHER STATE EXPENSES OF GOPHER STATE *VENDOR TOTAL	703.4825.5000 709.4843.5000		6010778 6010778			168	00034 00035
HACH CO FLUORIDE REAGENT-WTP	110.07	REPAIR & MAINTENANCE SUP	703.4822.2200		9763687	026856	P	168	00036

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
HEALTHPARTNERS										
0316	HEALTH INS PREM CL	4,674.32	HOSPITALIZATION INSURANC	101.4051.1500		64048105			168	00167
0316	HEALTH INS PREM PLA	1,263.33	HOSPITALIZATION INSURANC	101.4091.1500		64048105			168	00168
0316	HEALTH INS PREM CH	631.67	HOSPITALIZATION INSURANC	101.4094.1500		64048105			168	00169
0316	HEALTH INS PREM PD	23,378.69	HOSPITALIZATION INSURANC	101.4110.1500		64048105			168	00170
0316	HEALTH INS PREM BI	1,263.33	HOSPITALIZATION INSURANC	101.4140.1500		64048105			168	00171
0316	HEALTH INS PREM PW	5,869.76	HOSPITALIZATION INSURANC	101.4212.1500		64048105			168	00172
0316	HEALTH INS PREM SNW	888.00	HOSPITALIZATION INSURANC	101.4213.1500		64048105			168	00173
0316	HEALTH INS PREM SS	187.26	HOSPITALIZATION INSURANC	715.4224.1500		64048105			168	00174
0316	HEALTH INS PREM PK	1,138.43	HOSPITALIZATION INSURANC	101.4552.1500		64048105			168	00175
0316	HEALTH INS PREM WTR	4,143.72	HOSPITALIZATION INSURANC	703.4825.1500		64048105			168	00176
0316	HEALTH INS PREM SWR	2,504.90	HOSPITALIZATION INSURANC	709.4843.1500		64048105			168	00177
		45,943.41	*VENDOR TOTAL							
HEATER RENTAL SERVICES L										
	HEPA FILTER/FAN RENTAL	600.00	CAPITAL EXPENDITURES	101.4094.5400		7293			010008	P 168 00178
IACP										
	2016 MEMBER #1600681-DB	150.00	DUES & SUBSCRIPTIONS	101.4110.4010		1001183499			000048	P 168 00037
ICON ENTERPRISES INC										
	WEBSITE LAYOUT/TR-PH 1	8,627.05	SERVICE CONTRACT	101.4051.4015		157709			168	00132
	WEBSITE HOSTING/SUPPORT	2,936.93	SERVICE CONTRACT	101.4051.4015		157709			168	00133
	WEBSITE ANNUAL FEE	1,558.42	SERVICE CONTRACT	101.4051.4015		157709			168	00134
		13,122.40	*VENDOR TOTAL							
INNOVATIVE OFFICE SOLUTI										
	CERAMIC HEATER-PD	62.26	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN1057974			000031	P 168 00038
	ENVEL/POST ITS/ETC-PD	32.95	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN1061482			000033	P 168 00039
	ENVELOPES/FLAGS/ETC	46.31	OFFICE SUPPLIES/POSTAGE	101.4051.2000		IN1062198			027007	P 168 00179
	ENVELOPES/FLAGS/ETC	44.95	OFFICE SUPPLIES/POSTAGE	703.4825.2000		IN1062198			027007	P 168 00180
	ENVELOPES/FLAGS/ETC	44.94	OFFICE SUPPLIES/POSTAGE	709.4843.2000		IN1062198			027007	P 168 00181
		231.41	*VENDOR TOTAL							
INTEGRA TELECOM										
	0123-022216 PHONES/MAYOR	22.08	COMMUNICATIONS	101.4021.3100		13608420			168	00182
	0123-022216 PHONES/CL	116.12	COMMUNICATIONS	101.4051.3100		13608420			168	00183
	0123-022216 PHONES/CH	29.23	COMMUNICATIONS	101.4094.3100		13608420			168	00184
	0123-022216 PHONES/PD	194.29	COMMUNICATIONS	101.4110.3100		13608420			168	00185
	0123-022216 PHONES/FD	22.62	COMMUNICATIONS	101.4120.3100		13608420			168	00186
	0123-022216 PHONES/BI	111.88	COMMUNICATIONS	101.4140.3100		13608420			168	00187
	0123-022216 PHONES/PW	109.62	COMMUNICATIONS	101.4212.3100		13608420			168	00188
	0123-022216 PHONES/WTR	73.09	COMMUNICATIONS	703.4825.3100		13608420			168	00189
	0123-022216 PHONES/SWR	73.09	COMMUNICATIONS	709.4843.3100		13608420			168	00190
	0123-022216 PHONES/PD	41.40	COMMUNICATIONS	101.4110.3100		13608420			168	00191
	0123-022216 PHONES/LIB	41.40	COMMUNICATIONS	101.4095.3100		13608420			168	00192
	0123-022216 PHONES/WTR	124.14	COMMUNICATIONS	703.4825.3100		13608420			168	00193
	0123-022216 PHONES/SWR	124.14	COMMUNICATIONS	709.4843.3100		13608420			168	00194
	0123-022216 PHONES/PW	41.40	COMMUNICATIONS	101.4212.3100		13608420			168	00195
	0123-022216 PHONES/OD	20.70	COMMUNICATIONS	101.4110.3100		13608420			168	00196
	0123-022216 PHONES/CH	20.70	COMMUNICATIONS	101.4094.3100		13608420			168	00197

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
INTEGRA TELECOM 0123-022216 PHONES/CH	41.40 1,207.30	COMMUNICATIONS *VENDOR TOTAL	101.4094.3100		13608420			168	00198
INTERN'L ASSN OF VENUE M 0307-030916 REG PERF ART	515.00	TRAINING/TRAVEL/HOTEL	101.4051.3200		19002			168	00199
JEFF CURTIS ELECTRIC, IN OUTLETS/LIGHTS/ETC-CH RE	505.61	CAPITAL EXPENDITURES	101.4094.5400		1217	026352	P	168	00040
KLINEFELTER'S ENF & EMER PATCH REMOVAL/REPL-TR	9.97	UNIFORMS	101.4110.2120		298350	000034	P	168	00041
LEAGUE OF MN CITIES 2016 PATROL SUBSCRIPTION	1,530.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		225198	000032	P	168	00042
2016 MCSC DUES	620.00	MISCELLANEOUS	715.4224.4010		230131	026358	P	168	00044
041216 REG LOSS CTR-WS	20.00	TRAINING/TRAVEL/HOTEL	101.4212.3200		230390	026354	P	168	00043
	2,170.00	*VENDOR TOTAL							
LENNYS CROSSROADS AUTO, HEADLIGHT REPL #204	7.58	REPAIR & MAINTENANCE	101.4110.3700		8697	000030	P	168	00045
LEXISNEXIS RISK DATA MAN 0116 MIN COMMIT BALANCE	50.00	REPAIR & MAINT-TECHNOLOG	101.4110.3711		1032000-201601	000051	P	168	00046
LMC INSURANCE TRUST									
15-16 PROP-CAS INS MISC	25,808.00	PROPERTY CASUALTY INSURA	101.4930.3505		51851			168	00200
15-16 PROP-CAS INS PD	37,622.33	PROPERTY CASUALTY INSURA	101.4110.3505		51851			168	00201
15-16 PROP-CAS INS FD	7,108.31	PROPERTY CASUALTY INSURA	101.4120.3505		51851			168	00202
15-16 PROP-CAS INS PW	10,982.80	PROPERTY CASUALTY INSURA	101.4212.3505		51851			168	00203
15-16 PROP-CAS INS WTR	9,659.49	PROPERTY CASUALTY INSURA	703.4825.3505		51851			168	00204
15-16 PROP-CAS INS SWR	7,849.49	PROPERTY CASUALTY INSURA	709.4843.3505		51851			168	00205
15-16 PROP-CAS INS BI	461.27	PROPERTY CASUALTY INSURA	101.4140.3505		51851			168	00206
15-16 PROP-CAS INS CL	1,005.60	PROPERTY CASUALTY INSURA	101.4051.3505		51851			168	00207
15-16 PROP-CAS INS PLAN	120.52	PROPERTY CASUALTY INSURA	101.4051.3505		51851			168	00208
15-16 PROP-CAS INS CH	7,505.19	PROPERTY CASUALTY INSURA	101.4094.3505		51851			168	00209
15-16 PROP-CAS INS LIB	1,537.00	PROPERTY CASUALTY INSURA	101.4095.3505		51851			168	00210
15-16 PROP-CAS INS PK	46,787.00	PROPERTY CASUALTY INSURA	101.4552.3505		51851			168	00211
15-16 PROP-CAS INS EMS	876.00	PROPERTY CASUALTY INSURA	101.4191.3505		51851			168	00212
	157,323.00	*VENDOR TOTAL							
M.C.I. INC ADHESIVE/VINYL BASE-CH R	215.00	CAPITAL EXPENDITURES	101.4094.5400		600218			168	00047
MAILROOM FINANCE INC									
011416 POSTAGE MISC	330.68	OFFICE SUPPLIES/POSTAGE	101.4051.2000		020216			168	00223
011416 POSTAGE PD	141.42	OFFICE SUPPLIES/POSTAGE	101.4110.2000		020216			168	00224
011416 POSTAGE FD	15.54	OFFICE SUPPLIES/POSTAGE	101.4120.2000		020216			168	00225
011416 POSTAGE BI	4.81	OFFICE SUPPLIES/POSTAGE	101.4140.2000		020216			168	00226
011416 POSTAGE PW	3.00	OFFICE SUPPLIES/POSTAGE	101.4212.2000		020216			168	00227
011416 POSTAGE WTR	1.88	OFFICE SUPPLIES/POSTAGE	703.4825.2000		020216			168	00228

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MAILROOM FINANCE INC	011416 POSTAGE SWR	1.88	OFFICE SUPPLIES/POSTAGE	709.4843.2000		020216			168	00229
	011416 POSTAGE ST SWR	0.74	OFFICE SUPPLIES/POSTAGE	715.4224.2000		020216			168	00230
		499.95	*VENDOR TOTAL							
MANEY INTERNATIONAL INC	AIR RELEASE VALVE #412	101.52	REPAIR & MAINTENANCE SUP	101.4212.2200		717675	026677	P	168	00048
MARCO INC	0216 CL COPIER LEASE CL	233.79	SERVICE CONTRACT	101.4051.4015		18206188			168	00213
	0216 CL COPIER LEASE BI	77.93	SERVICE CONTRACT	101.4140.4015		18206188			168	00214
	0216 CL COPIER LEASE WTR	38.97	SERVICE CONTRACT	703.4825.4015		18206188			168	00215
	0216 CL COPIER LEASE SWR	38.96	SERVICE CONTRACT	709.4843.4015		18206188			168	00216
	0216 PHONE LEASE PD	583.38	COMMUNICATIONS	101.4110.3100		18232834			168	00137
	0216 PHONE LEASE CL	183.81	COMMUNICATIONS	101.4051.3100		18232834			168	00138
	0216 PHONE LEASE BI	75.43	COMMUNICATIONS	101.4140.3100		18232834			168	00139
	0216 PHONE LEASE CH	193.66	COMMUNICATIONS	101.4094.3100		18232834			168	00140
	0216 PHONE LEASE MAYOR	23.65	COMMUNICATIONS	101.4021.3100		18232834			168	00141
	0216 PHONE LEASE EOC	164.34	COMMUNICATIONS	101.4191.3100		18232834			168	00142
	0216 PHONE LEASE PLAN	23.65	COMMUNICATIONS	101.4091.3100		18232834			168	00143
	0216 PHONE LEASE FD	65.56	COMMUNICATIONS	101.4120.3100		18232834			168	00144
	0216 PHONE LEASE PW	89.21	COMMUNICATIONS	101.4212.3100		18232834			168	00145
	0216 PHONE LEASE WTR	28.13	COMMUNICATIONS	703.4825.3100		18232834			168	00146
	0216 PHONE LEASE SWR	47.30	COMMUNICATIONS	709.4843.3100		18232834			168	00147
		1,867.77	*VENDOR TOTAL							
MARK J TRAUT WELLS INC	OIL SAFE AID/ETC-CH ELEV	55.00	REPAIR & MAINTENANCE SUP	101.4094.2200		284511	026991	P	168	00049
	WTR SAFE AID-CH ELEVATOR	40.00	REPAIR & MAINTENANCE SUP	101.4094.2200		284590	026918	P	168	00050
	021016 8 WATER TESTS	184.00	WATER TESTS	703.4825.4820		284701			168	00232
		279.00	*VENDOR TOTAL							
MCDOWALL COMFORT MANAGEM	FURNACE REPAIR-PD	362.26	REPAIR & MAINTENANCE	101.4094.3700		229326	026925	P	168	00051
	FURNACE #5 REPAIR-CH/PD	309.74	REPAIR & MAINTENANCE SUP	101.4094.2200		229357	026923	P	168	00052
		672.00	*VENDOR TOTAL							
MCDOWALL COMPANY	PYT #3-CH NEW ROOF	20,274.90	CAPITAL EXPENDITURES	101.4094.5400		011916			168	00217
	FINAL PMT-CH NEW ROOF	8,630.10	CAPITAL EXPENDITURES	101.4094.5400		011916			168	00218
		28,905.00	*VENDOR TOTAL							
MENARDS	SHELF BRACKETS/ETC-CH RE	7.33	REPAIR & MAINTENANCE SUP	101.4094.2200		14145	026860	P	168	00055
	DRILL BIT/ETC-CH ELEV	26.67	REPAIR & MAINTENANCE SUP	101.4094.2200		14382	026915	P	168	00053
	HOSE BARB/ETC-WTP	47.11	REPAIR & MAINTENANCE SUP	703.4824.2200		14794	026862	P	168	00054
		81.11	*VENDOR TOTAL							
MILLER/RICHARD E	011916 MILES STEARNS CTY	32.40	TRAINING/TRAVEL/HOTEL	101.4021.3200		020116			168	00219
	012616 MEAL JT CITIES MT	10.00	TRAINING/TRAVEL/HOTEL	101.4021.3200		020116			168	00220

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MILLER/RICHARD E	42.40	*VENDOR TOTAL							
MN STATE FIRE CHIEF ASSN 2016 DUES- FIREFIGHTERS	378.00	MISC - DUES	101.4120.4010		2016	026707	P	168	00056
MN VALLEY TESTING LABORA 012716 WASTE WTR TESTS	223.00	SEWER TESTING	709.4843.4844		793647			168	00057
MULTI MEDIA HOLDINGS COR 012216 SUMMARY BUDGET	152.90	ADVERTISEMENTS	101.4051.3300		0004284082			168	00149
NAPA CENTRAL MN PLOW LENS #411	35.54	REPAIR & MAINTENANCE SUP	101.4212.2200		075811	026670	P	168	00058
PALMER PRINTING 0116 CITY NEWSLETTER	353.00	PRINTING & BINDING	101.4013.3400		160124-01	026794	P	168	00221
PROFESSIONAL OFFICE SERV BUSINESS CARDS-DW	86.68	PRINTING & BINDING	101.4110.3400		002435190	000035	P	168	00059
SCHNEIDER/CHARLES S 012616 MEAL JT CITY MTG	10.00	TRAINING/TRAVEL/HOTEL	101.4011.3200		020916			168	00150
SELECT ACCOUNT									
01-0216 HSA USER FEE CL	69.60	HOSPITALIZATION INSURANC	101.4051.1500		1133158			168	00151
01-0216 HSA USER FEE PL	18.81	HOSPITALIZATION INSURANC	101.4091.1500		1133158			168	00152
01-0216 HSA USER FEE CH	9.41	HOSPITALIZATION INSURANC	101.4094.1500		1133158			168	00153
01-0216 HSA USER FEE PD	361.15	HOSPITALIZATION INSURANC	101.4110.1500		1133158			168	00154
01-0216 HSA USER FEE BI	18.81	HOSPITALIZATION INSURANC	101.4140.1500		1133158			168	00155
01-0216 HSA USER FEE PW	85.92	HOSPITALIZATION INSURANC	101.4212.1500		1133158			168	00156
01-0216 HSA USER FEE SN	15.09	HOSPITALIZATION INSURANC	101.4213.1500		1133158			168	00157
01-0216 HSA USER FEE SS	3.27	HOSPITALIZATION INSURANC	715.4224.1500		1133158			168	00158
01-0216 HSA USER FEE PK	19.43	HOSPITALIZATION INSURANC	101.4552.1500		1133158			168	00159
01-0216 HSA USER FEE WTR	62.11	HOSPITALIZATION INSURANC	703.4825.1500		1133158			168	00160
01-0216 HSA USER FEE SWR	38.00	HOSPITALIZATION INSURANC	709.4843.1500		1133158			168	00161
	701.60	*VENDOR TOTAL							
SHIFT TECHNOLOGIES INC PC REPAIR-DALE W	130.25	REPAIR & MAINTENANCE	101.4212.3700		49363			168	00162
SHINGOBEE BUILDERS INC FINAL PMT-CH REMODEL	33,591.23	CAPITAL EXPENDITURES	101.4094.5400		011516			168	00222
SPECTRUM SUPPLY TISSUE/TOWELS/ETC-CH	156.30	REPAIR & MAINTENANCE SUP	101.4094.2200		75918	026912	P	168	00060
ST CLOUD TECHNICAL COLLE 010716 OASHA REF TR-FD	350.00	TRAINING/TRAVEL/HOTEL	101.4120.3200		00164917	026708	P	168	00061

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
STAINBROOK COMMUNICATION	DATA WIRING-CH REMODEL	718.40	CAPITAL EXPENDITURES	101.4094.5400		43434	026353	P	168	00062
STEARNS COUNTY HIGHWAY D	UTILITY REPAIRS-7TH ST S	1,668.74	REPAIR & MAINTENANCE	101.4212.3700		108-2016	026356	P	168	00064
	UTILITY REPAIRS-2ND AV S	1,455.20	REPAIR & MAINTENANCE	101.4212.3700		109-2016	026357	P	168	00065
		3,123.94	*VENDOR TOTAL							
STEARNS ELECTRIC ASSN	0116 ST LIGHT CR 6	15.95	PUBLIC UTILITY SERVICES	101.4217.3600		020316			168	00063
TENTER/LISA	012816 BOARD/EUTH/ETC	827.00	OTHER CONTRACTUAL SERVIC	101.4196.4070		012816	026790	P	168	00066
THINK! CREATIVE ADVERTIS	LOGO/BRAND DEV-FINAL PMT	950.00	SERVICE CONTRACT	101.4051.4015		3963			168	00148
TRITECH SOFTWARE SYSTEMS	2016 MOBILE/RMS SOFTW SU	5,287.46	TECHNOLOGY SERVICE CONTR	101.4110.4017		IVC4004321	000039	P	168	00067
TRM3	020116 MEAL WORK SESSION	10.79	TRAINING/TRAVEL/HOTEL	101.4110.3200		0201116	026793	P	168	00071
	020116 MEAL WORK SESSION	43.16	TRAINING/TRAVEL/HOTEL	101.4011.3200		0201116	026793	P	168	00072
	020116 MEAL WORK SESSION	10.79	TRAINING/TRAVEL/HOTEL	101.4021.3200		0201116	026793	P	168	00068
	020116 MEAL WORK SESSION	43.19	TRAINING/TRAVEL/HOTEL	101.4051.3200		0201116	026793	P	168	00069
	020116 MEAL WORK SESSION	10.79	TRAINING/TRAVEL/HOTEL	101.4212.3200		0201116	026793	P	168	00070
	020116 MEAL WORK SESSION	10.79	TRAINING/TRAVEL/HOTEL	101.4091.3200		0201116	026793	P	168	00073
		129.51	*VENDOR TOTAL							
VESSCO INC	CHEMICAL PUMP TUBES-WTP	660.53	REPAIR & MAINTENANCE SUP	703.4822.2200		65377	025898	P	168	00074
VIKING ELECTRIC SUPPLY I	LIGHT-CH	60.00	REPAIR & MAINTENANCE SUP	101.4094.2200		1119598	026917	P	168	00075
VISA	HIGH LIGHTERS/PENS/ETC	26.56	OFFICE SUPPLIES/POSTAGE	703.4825.2000		013116	025893	P	168	00076
	PAPER CLIPS/BATTERIES/ET	134.83	OFFICE SUPPLIES/POSTAGE	101.4212.2000		013116	026652	P	168	00077
	011416 MEALS PW TOURS	42.78	TRAINING/TRAVEL/HOTEL	101.4212.3200		013116			168	00078
	BINDERS (58)-PW	697.32	OFFICE SUPPLIES/POSTAGE	101.4212.2000		013116	026671	P	168	00079
	TONER CARTRIDGES (2)	117.95	OFFICE SUPPLIES/POSTAGE	101.4110.2000		013116	000029	P	168	00080
	DOG FOOD-PARKER	53.68	CANINE EXPENSES	101.4110.4011		013116	000005	P	168	00081
	CHAIN COLLAR/ETC-PARKER	59.01	CANINE EXPENSES	101.4110.4011		013116	000006	P	168	00082
	STALL MAT/LEAD/ET-PARKER	135.50	CANINE EXPENSES	101.4110.4011		013116	000007	P	168	00083
	0330-03316 RBG ALICE-HM	595.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		013116			168	00084
	TOTES FOR K9 CAR-PARKER	62.52	CANINE EXPENSES	101.4110.4011		013116	000009	P	168	00085
	011216 MEAL CHIEF MTG-DB	11.12	TRAINING/TRAVEL/HOTEL	101.4110.3200		013116	000012	P	168	00086
	2016 CANINE DUES-PARKER	50.00	CANINE EXPENSES	101.4110.4011		013116	000041	P	168	00087
	BALL/ROPE/COLLAR-PARKER	59.48	CANINE EXPENSES	101.4110.4011		013116	000040	P	168	00088
	STAND UP DESK-AM	395.00	OFFICE SUPPLIES/POSTAGE	101.4110.2000		013116	000027	P	168	00089
	SHIPPING-GUN	39.83	OFFICE SUPPLIES/POSTAGE	101.4110.2000		013116	000028	P	168	00090

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
VISA									
	020116 REG LEADS TR-DW	125.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		013116			168 00091
	012716 MEAL MN JOA-HM	13.05	TRAINING/TRAVEL/HOTEL	101.4110.3200		013116			168 00092
	012716 MEAL MN JOA-HM	25.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		013116			168 00093
	012816 MEAL MN JOA-HM	24.56	TRAINING/TRAVEL/HOTEL	101.4110.3200		013116			168 00094
	012616 MEAL MN JOA-HM	18.52	TRAINING/TRAVEL/HOTEL	101.4110.3200		013116			168 00095
	012716 MEAL MN JOA-HM	11.62	TRAINING/TRAVEL/HOTEL	101.4110.3200		013116			168 00096
	0126-012916 HTL JOA-HM	280.14	TRAINING/TRAVEL/HOTEL	101.4110.3200		013116			168 00097
	012916 MEAL MN JOA-HM	6.41	TRAINING/TRAVEL/HOTEL	101.4110.3200		013116			168 00098
	0126-012916 FUEL JOA-HM	21.10	TRAINING/TRAVEL/HOTEL	101.4110.3200		013116			168 00099
	FUEL STABILIZER-SM ENG	18.97	REPAIR & MAINTENANCE SUP	101.4120.2200		013116	026696 P		168 00100
	CHALK/WINDOW MARKERS	8.03	OPERATING SUPPLIES	101.4120.2100		013116	026698 P		168 00101
	012116 MEALS MUTUAL AID	378.50	TRAINING/TRAVEL/HOTEL	101.4120.3200		013116	026706 P		168 00102
	012116 ICE MUTUAL AID	4.99	TRAINING/TRAVEL/HOTEL	101.4120.3200		013116	026705 P		168 00103
	VISA ANNUAL FEE	15.00	OPERATING SUPPLIES	101.4120.2100		013116			168 00104
	2016 MN GFOA DUES	60.00	MISC - DUES	101.4051.4010		013116			168 00233
	011416 MEAL ADMIN MTG SJ	12.25	TRAINING/TRAVEL/HOTEL	101.4051.3200		013116			168 00234
	012216 MEAL CHAMBER RM	11.58	TRAINING/TRAVEL/HOTEL	101.4021.3200		013116			168 00235
	012216 MEAL CHAMBER SJ	14.58	TRAINING/TRAVEL/HOTEL	101.4051.3200		013116			168 00236
	012716 MEAL HEARING TD	13.58	TRAINING/TRAVEL/HOTEL	101.4110.3200		013116			168 00237
	012716 MEAL HEARING DB	13.69	TRAINING/TRAVEL/HOTEL	101.4110.3200		013116			168 00238
	012716 MEAL HEARING SJ	13.89	TRAINING/TRAVEL/HOTEL	101.4051.3200		013116			168 00239
	012816 MEAL MCMA KV/SJ	30.80	TRAINING/TRAVEL/HOTEL	101.4051.3200		013116			168 00240
	020916 HTL AMPHI RIGGS	177.52	TRAINING/TRAVEL/HOTEL	101.4051.3200		013116			168 00241
	0208-021016 AIR RIGGS	1,240.20	TRAINING/TRAVEL/HOTEL	101.4051.3200		013116			168 00242
		5,019.56	*VENDOR TOTAL						
WEST	CENTRAL SANITATION								
	0116 REFUSE 1538 PICKUPS	25,400.80	OTHER CONTRACTUAL SERVIC	101.4223.4070		013116			168 00231
XCEL	ENERGY								
	122015-012116 1625 CTY R	9.82	PUBLIC UTILITY SERVICES	101.4094.3600		487363307			168 00126
	122015-012116 901 GRANIT	163.57	PUBLIC UTILITY SERVICES	101.4217.3600		487381625			168 00117
	122015-012116 401 17 AV	74.02	PUBLIC UTILITY SERVICES	101.4217.3600		487383185			168 00118
	122015-012116 325 10 AV	91.24	PUBLIC UTILITY SERVICES	101.4217.3600		487384886			168 00116
	122015-012116 1395 2 ST	302.60	PUBLIC UTILITY SERVICES	101.4217.3600		487399999			168 00119
	122015-012116 511 17 AVE	16.16	PUBLIC UTILITY SERVICES	101.4094.3600		487401140			168 00123
	122015-012216 1621 CTY R	9.00	PUBLIC UTILITY SERVICES	101.4094.3600		487401304			168 00124
	122115-012416 LIBRARY	533.06	PUBLIC UTILITY SERVICES	101.4095.3600		487493242			168 00112
	122115-012416 BARTZ PK	8.24	PUBLIC UTILITY SERVICES	101.4552.3600		487495909			168 00120
	122115-012316 CITY HALL	1,118.04	PUBLIC UTILITY SERVICES	101.4094.3600		487497364			168 00105
	122115-012316 CITY HALL	144.26	PUBLIC UTILITY SERVICES	101.4051.3600		487497364			168 00106
	122115-012316 CITY HALL	685.25	PUBLIC UTILITY SERVICES	101.4120.3600		487497364			168 00107
	122115-012316 CITY HALL	1,550.83	PUBLIC UTILITY SERVICES	101.4110.3600		487497364			168 00108
	122115-012316 CITY HALL	36.07	PUBLIC UTILITY SERVICES	101.4140.3600		487497364			168 00109
	122115-012316 CITY HALL	36.07	PUBLIC UTILITY SERVICES	703.4825.3600		487497364			168 00110
	122115-012316 CITY HALL	36.07	PUBLIC UTILITY SERVICES	709.4843.3600		487497364			168 00111
	122115-012416 GR OAK DR	129.63	PUBLIC UTILITY SERVICES	101.4217.3600		487509388			168 00115
	122115-012416 RIVERS EDG	7.79	PUBLIC UTILITY SERVICES	101.4552.3600		487528308			168 00121

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
XCEL ENERGY										
	122115-012316 SP PAD	313.54	PUBLIC UTILITY SERVICES	101.4554.3600		487543161			168	00122
	122115-012416 14/16 3 ST	263.28	PUBLIC UTILITY SERVICES	101.4217.3600		487545755			168	00113
	122015-012116 201 3 ST N	4.89	PUBLIC UTILITY SERVICES	101.4094.3600		487545755			168	00114
	121915-012316 2850 MEADO	66.91	PUBLIC UTILITY SERVICES	709.4841.3600		487550959			168	00129
	121915-012316 1633 CTY R	200.64	PUBLIC UTILITY SERVICES	101.4094.3600		487589373			168	00125
	122015-012116 WTR TWRS	438.84	PUBLIC UTILITY SERVICES	703.4824.3600		487683141			168	00127
	122115-012416 WELLHOUSES	5,601.04	PUBLIC UTILITY SERVICES	703.4822.3600		487683141			168	00128
		11,840.86	*VENDOR TOTAL							
ZIEGLER INC										
	STROBE LIGHT BULBS #424	293.71	REPAIR & MAINTENANCE SUP	101.4212.2200		PC080454729	026667	P	168	00130

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VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
DESCRIPTION									
REPORT TOTALS:	368,797.95								

RECORDS PRINTED = 000249

Agenda Item No. 6
Administrator-Update of Activities

Updates will be presented at the time of the meeting.

ADJOURNMENT

Respectfully submitted,

Shaunna Johnson, Administrator

February 22, 2016