



**WORK SESSION**

**5:30 p.m.**

**Upper Level Conference Room**

**WAITE PARK CITY COUNCIL AGENDA**

**MONDAY, APRIL 4, 2016**

**6:30 P.M.**

**Proclamation for Rick Savage Day  
Proclamation for Volunteer Appreciation Week**

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

Review and approve, April 4, 2016 Council Agenda

1. Consent Agenda:

Recommended action: approval of following items

- A. Approve Council Minutes for March 7, 2016
- B. Approve Hiring of Maggie Schefers – Part time Police Secretary
- C. Approve Master Subscription Agreement with State Office of Court Administration
- D. Approve Job Description for Payroll/HR Clerk
- E. Approve Utility Billing/Communications
- F. Approve Hiring Process for Payroll/HR Clerk
- G. Approve Lorraine Russell Landscaping Contract
- H. Approve 4M Fund Agreement by Resolution
- I. Approve Temporary Liquor License for St. Joseph Parish Festival
- J. Approve Temporary Liquor License for Waite Park Family Fun Fest
- K. Approve Rent Supplement Claim for 17<sup>th</sup> Ave South Project

2. Fire Truck Purchase

3. Council/Mayor

- A. Review and Approve Bills

4. Administrator

- A. Update

**ADJOURN**



**PROCLAMATION  
DECLARING APRIL 29<sup>TH</sup>, 2016 RICK SAVAGE DAY**

**WHEREAS**, employee, Rick Savage, has decided to retire after 14 years of service to the City and residents of Waite Park; and

**WHEREAS**, Rick Savage is the jack of all trades and knows everything about the Department and even the City, being born and raised in the City of Waite Park. He even knows where the old Trader and Trapper was back in the day; and

**WHEREAS**, Rick Savage will no longer have to measure the length of resident grass, keep track of how long it takes for someone to shovel their sidewalk or figure out how to get rid of thistles; and

**WHEREAS**, Rick Savage will now be able to relinquish his duties as the Department Weatherman and not have to worry about the 2 am snow plowing events; and

**WHEREAS**, Rick Savage will now be able to join the Moondance Jam bands and tour all summer long with them listening to the rock music he loves; and

**WHEREAS**, Rick Savage will be able to enjoy his retirement at his lake home spending time with his family; and

**WHEREAS**, the City of Waite Park employees will miss Rick, his sense of humor, his willingness to do anything for anyone no matter what, and his commitment and hard work to the City. We want to thank him for his dedication to the City of Waite Park.

**NOW THEREFORE BE IT RESOLVED**, that I, Richard E. Miller, Mayor of the City of Waite Park, Minnesota, do hereby declare Friday, April 29<sup>th</sup>, 2016 be proclaimed as **RICK SAVAGE DAY** in the City of Waite Park and encourage all residents and employees to wish Rick Savage a Happy Retirement.

---

Richard E. Miller, Mayor  
City of Waite Park

Approved April 4, 2016



**PROCLAMATION  
DECLARING APRIL 10-16, 2016 AS  
VOLUNTEER APPRECIATION WEEK**

WHEREAS, the City of Waite Park; would like to recognize all of our volunteers during the week of April 10-16, 2016; and

WHEREAS, volunteers are inspiring, recognizing, and encouraging people that seek out imaginative ways to engage in their communities. It's about demonstrating to our community that by working together, we have the fortitude to meet our challenges and accomplish our goals; and

WHEREAS, this is the perfect opportunity for the City of Waite Park to recognize all the members of our community who volunteer; and

WHEREAS, our volunteers are vital to our future as a caring and productive city. So many volunteers working in our community utilize their time and talent daily to make a difference in the lives of children, adults, and the elderly; and

WHEREAS, the City of Waite Park is committed to encouraging volunteerism among its partners, businesses, organizations, and citizens; and

WHEREAS, our volunteers provide vast improvement to our quality of life and increases community participation and ownership; and

NOW THEREFORE BE IT RESOLVED, that I, Richard E. Miller, Mayor of the City of Waite Park, Minnesota, do hereby declare the week of April 10-16, 2016 be proclaimed as **VOLUNTEER APPRECIATION WEEK** in the City of Waite Park and encourage all my fellow citizens to volunteer and put their hearts into volunteerism in their community throughout the year. By volunteering and recognizing those who serve, we can promote partnership, understanding, and compassion in our community.

---

Richard E. Miller, Mayor  
City of Waite Park

Approved April 4, 2016

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

**PLEDGE OF ALLEGIANCE  
OPEN FORUM**

**Review and Approve April 4, 2016 Council Agenda**

Councilmember \_\_\_\_\_ moved that the Council Agenda for April 4, 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 March 7, 2016
- B. Approve Hiring of Maggie Schefers – Part time Police Secretary
- C. Approve Master Subscription Agreement with State Office of Court Administration
- D. Approve Job Description for Payroll/HR Clerk
- E. Approve Utility Billing and Media/Publications Coordinator
- F. Approve Hiring Process for Payroll/HR Clerk
- G. Approve Lorraine Russell Landscaping Contract
- H. Approve 4M Fund Agreement by Resolution
- I. Approve Temporary Liquor License for St. Joseph Parish Festival
- J. Approve Temporary Liquor License for Waite Park Family Fun Fest
- K. Approve Rent Supplement Claim for 17<sup>th</sup> Ave South 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

MARCH 7, 2016

A meeting of the Waite Park City Council was held at Waite Park City Hall on Monday, March 7, 2016 beginning at 6:30 PM.

### MEMBERS PRESENT

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

### CITY REPRESENTATIVES PRESENT

City Representatives present were Finance Director Lindberg, Public Works Director Schluenz, Planning and Community Development Director Noerenberg, Attorney Hansmeier, SEH Engineer Wotzka

### OTHERS PRESENT

Jacki DeVore, Gary Babcock, Denise Bircher, Ann Olsen, Wes Olsen, Susan Wojtkiewicz, Karen Voz, Chessa Frahm, Wayne Gilroy, Ken Rothanburg, Sr., Jocelyn Wood-Rothanburg

### OPEN FORUM

Alfred Karls, 1010 Diamond Willow Circle, stated he purchased land off of Graniteview Raod in 1964 and in 1965 he had a survey done of that property. He has sold off part of the property with the house on it, but now he wants to sell the rest of the property. There are 97 ½ acres left to sell, which includes 40 acres of floodplain. He is giving the City first choice in purchasing the property. City Staff will take a look at it and let Mr. Karls know if they are interested in the property or not.

### COUNCIL AGENDA

Motion by Member Theisen, second by Member Schulz, to approve the 3/7/16 Council Agenda as presented. The motion carried unanimously by those members present.

#### 1. CONSENT AGENDA

Motion by Member Linqvist, second by Member Theisen, to approve the following 3/7/16 Consent Agenda items:

- 1.A. Approved Council Minutes for February 22, 2016
- 1.B. Approved 2016 Joint Cities Resolution (**RESOLUTION NO. 030716-01**)
- 1.C. Approved Fire Department Pay Increase
- 1.D. (Pulled for discussion – regarding awarding the bid for the 2016 17<sup>th</sup> Ave Improvement Project)
- 1.E. (Pulled for discussion – regarding awarding the bid for the 2016 Sis Demolition Project)

The motion carried unanimously by those members present.

#### 1.D. BID FOR THE 2016 17<sup>TH</sup> AVE IMPROVEMENT PROJECT

Bids were opened at City Hall at 10:30 a.m. on Friday, February 26, 2016, for the 2016 17<sup>th</sup> Avenue Improvement Project. The low bid was submitted by Larson Excavating, Inc. of Holdingford, Minnesota in the amount of \$1,019,982.40. A complete tabulation of bids was presented.

City Engineer Wotzka stated they know of no reason the project should not be awarded to the low bidder for the amount of \$1,019,982.40.

Member Linqvist questioned if there have been any issues in the past with the low bid vendor, Larson Excavating, Inc. City Engineer Wotzka stated he does not know of any issues. The last project Larson Excavating, Inc. did was the Industries West project. There is nothing indicating Larson Excavating, Inc. is a non-responsible contractor.

Motion by Acting Mayor Schneider, second by Member Schulz, to approve the resolution awarding the 2016 17<sup>th</sup> Avenue Improvement Project to Larson Excavating, Inc. of Holdingford in the amount of \$1,019,982.40.

**1.D. BID FOR THE 2016 17<sup>TH</sup> AVE IMPROVEMENT PROJECT** (Cont'd.)

Ayes: Acting Mayor Schneider, Members Schulz, Theisen

Nays: Member Linquist

Abstained: None

The motion carried. **(RESOLUTION NO. 030716-02)**

**3. BID FOR THE 2016 SIS DEMOLITION PROJECT**

Bids were opened at City Hall at 10:00 a.m. on Friday, February 26, 2016, for the 2016 Sis Demolition Project. The low bid was submitted by Gene Lange & Sons Excavating of Waite Park, Minnesota in the amount of \$74,000. A complete tabulation of bids was presented.

City Engineer Wotzka stated they know of no reason the project should not be awarded to the low bidder for the amount of \$74,000.

Member Schulz questioned if the removal of asbestos will be handled in any special way. City Engineer Wotzka stated a Certified Asbestos Designer designed that portion of the project. There are special procedures that will take place regarding the asbestos and there was a separate line item in the bid tabulation regarding the removal of the asbestos. The subcontractor removing the asbestos needs to be certified. The asbestos needs to be deposited into a landfill that is licensed to handle that material.

Motion by Member Schulz, second by Member Theisen, to approve the resolution awarding the 2016 Sis Demolition to Gene Lange and Sons Excavating in the amount of \$74,000. The motion carried unanimously by those members present. **(RESOLUTION NO. 030716-03)**

**2.A. PUBLIC HEARING: PROPERTY TAX ABATEMENT BONDS**

**2.B. ISSUANCE OF GENERAL OBLIGATION TAX ABATEMENT BONDS**

Acting Mayor Schneider began by reading the Public Hearing Notice. The Public Hearing opened at 6:46 p.m. Acting Mayor Schneider asked if there was anyone wishing to speak to come forward, but no one came forth.

Tammy Omdal of Northland Securities stated property tax abatement is the authority to levy a property tax. The purpose of the Public Hearing is to take public comment prior to approving the resolution on the abatement project which is for a maximum of \$4,313,000 for 15 years. If the resolution is approved, then there is an issuance of bonds related to the 17<sup>th</sup> Avenue project, which authorizes up to \$2,400,000 of bonds to be issued at a rate of 4 percent, but Staff does anticipate the actual bonding amount may be less and the interest rate may be less. There are four parcels identified as the abatement area. There is no different tax impact to the four parcels. The tax levy is spread over the entire city tax base and the tax statement for the four abated parcels will look no different than their tax statement would have looked prior to the approval of the abatement. The Public Hearing closed at 6:50 p.m.

Motion by Member Linquist, second by Member Theisen, to approve the "Resolution Approving Property Tax Abatements". The motion carried unanimously by those members present. **(RESOLUTION NO. 030716-04)**

Motion by Member Theisen, second by Acting Mayor Schneider, to approve the "Resolution Approving the Issuance of General Obligation Tax Abatement Bonds, Series 2016A". The motion carried unanimously by those members present. **(RESOLUTION NO. 030716-05)**

**3. PUBLIC INFORMATION MEETING – WELLHEAD PROTECTION PLAN – PART 1**

Public Works Director Schluenz stated this meeting is a requirement of the City with the Minnesota Department of Health regarding the City's wells. The City hired SEH to put the plan together. Karen Voz from the Minnesota Department of Health was present at the meeting and gave an overview. Sue Wojtkiewicz from SEH also gave a brief presentation on where they are at with the plan.

Ms. Voz works in the Drinking Water Protection Program with the Minnesota Department of Health. She specifically works with public water supplies on wellhead protection planning. The required Wellhead Protection Plan is a plan to look at any potential contaminants that could potentially contaminate a public water supply's water source. She has been working with the City and SEH to update the City's plan. It is a requirement to update the plan every ten years. The first part of this updated plan was to take a look at what the recharge area is for the City's wells. After Part 1 has been

### **3. PUBLIC INFORMATION MEETING – WELLHEAD PROTECTION PLAN – PART 1** (Cont'd.)

completed, they will move into Part 2, where they take a look at what potential contaminants could be in the City's area of recharge and then address them with specific action items.

Sue Wotkiewicz stated she is an engineer in the water engineer practice center. She stated it is not the geology that has changed in the last ten years, it is basically the information they have about the geological setting. They look at a computer model, geological data and the amount of water being drawn from each of the City's wells and from other high capacity wells nearby. They also look at the vulnerability of the area to contamination. Part 1 of the Wellhead Protection Plan is approved and Part 2 will be to look at contaminant sources, develop a plan of action to manage them and look at alternate water supply and contingency. The other main part is to develop a management plan. They need to look at issues, problems and opportunities to consider such as siting a new well, other high capacity wells that may be constructed near existing wells, surface water influence, etc. Goals and objectives will be developed.

A Fact Sheet was presented at the meeting and will be put on the City's website

### **4. TRUST ACCOUNT TO DISBURSE RELOCATION CLAIMS FOR THE SILVER LEAF PROJECT**

Dan Wilson of Wilson Development Services, LLC, is proposing the City deposit money into their trust account to pay for some of the relocation claims associated with the Silver Leaf Project. Below is the information City Staff received from Mr. Wilson regarding this trust account:

"I am writing to propose that the City of Waite Park use my real estate trust account for the timely disbursement of relocation claim funds.

The successful delivery of a residential relocation project comes down to timely availability of funds to cover eligible relocation activities. A large portion of the residents that we assist do not have the financial resources to front end the eligible relocation expenses themselves.

The Uniform Relocation Act, Section 24.207(b) Expeditious Payments states that payment for a claim shall be made as soon as feasible following receipt of sufficient documentation to support the claim.

Section 24.207(c) Advance Payments provides for advanced relocation payments in order to avoid or reduce a hardship subject to such safeguards as are appropriate to ensure that the objective of the payment is accomplished.

The above means in the world of manufactured home park relocation with 30+ displacee's; there will be weeks where multiple checks are written every day. Timely checks for application fees, security deposits, and first month rents are necessary to make sure residents don't lose a housing opportunity. In a tight market, it is typically the first applicant there with a check that gets the unit. Most agencies are simply not set up to make draws of the required frequency and short advance notice.

The second issue is the cost effectiveness of checks being prepared outside of our office. Many of the checks that we write are from \$500 to \$2500.00. We need the checks in our possession as we are constantly exchanging the check for documentation and a signature. Our schedules accommodate the resident and frequently will not match the open for business hours of most public agencies.

Wilson Development Services, LLC is a licensed real estate brokerage. MS Statutes 82.75 Trust Account Requirements require that we have a trust account, which is regulated by the MN Dept. of Commerce.

Agencies such as Hennepin County, City of St. Peter, Dominion, Washington County HRA, and Aeon have used our trust account for relocation claim management. We just finished a project with Aeon, where deposits exceeded \$165,000 at one time.

#### **Procedures & Maintenance of Trust Account**

1. City deposits funds to WDS trust account, say \$25,000 to start with. The next check will be larger as activity increases.
2. The trust account is an interest bearing account, but Dept. of Commerce collects all interest.

We would propose using the trust account for claims up to \$3,000.00. Larger claims such as the Replacement Housing Payment and Removal Assistance Claim, we typically have a week to 10 days advance notice, checks could be prepared by the City."

Staff recommends approving depositing money into a trust account with Wilson Development Services, LLC to pay relocation claims up to \$3,000 in regards to the Silver Leaf Project.

**4. TRUST ACCOUNT TO DISBURSE RELOCATION CLAIMS FOR THE SILVER LEAF PROJECT (Cont'd.)**

Acting Mayor Schneider questioned what would be the timing of when the residents would receive their payments. Planning and Community Development Director Noerenberg stated the smaller claims would be processed basically immediately by Wilson Development Services. There will be checks and balances in place to oversee and approve this process. Silver Leaf will be invoiced from the City for these claims. The residents of the trailer park were told there is still one more signature to be executed on the Development Agreement.

Motion by Member Theisen, second by Member Schulz, to approve depositing money into a trust account with Wilson Development Services, LLC to pay relocation claims up to \$3,000 in regards to the Silver Leaf Project with the condition that funds are transferred from Silver Leaf Group to the City of Waite Park as part of the Development Agreement. The motion carried unanimously by those members present.

**5. COUNCIL/MAYOR**

**5.A. REVIEW AND APPROVE BILLS**

Motion by Member Theisen, second by Member Schulz, to authorize payment of the accounts payable list (0116M1, 0116, M2, 0216D3, 0216D4). The motion carried unanimously by those members present.

**5. ADMINISTRATOR**

**5.A. UPDATE**

City Administrator Johnson was not present at the meeting; therefore, no update was given.

**ADJOURNMENT**

Acting Mayor Schneider declared the meeting adjourned at 7:09 p.m.

---

Charles S. Schneider  
Acting Mayor

---

Frank Theisen  
Councilmember

**Consent Agenda Item B: Hiring Maggie Schefers as Part-time Police Secretary**

---

Two candidates were interviewed for the position of part-time transcriptionist for the police department. Maggie Schefers was selected as the finalist candidate to be recommended to the City Council for hire. Ms. Schefers has over 10 years of transcriptionist experience to go along with 9 months of formal transcriptionist training. She also comes highly recommended by our current Police Secretary who worked with Maggie at a previous employer.

Ms. Schefers hire would be contingent upon successful completion of a thorough background check. Ms. Schefers will work up to a maximum of 14 hours per week at the beginning pay rate of \$15.9096 (Grade 1 Step 1). The number of hours per week will likely fluctuate based on call volume so 14 hours per week is not guaranteed and Ms. Schefers understands this.

**Consent Agenda Item C: Master Subscription Agreement with State Office of Court Administration**

---

The Minnesota Judicial Branch has a new electronic access application available for government partners: New Minnesota Government Access (“New MGA”). New MGA provides government subscriber agencies remote access to court records and court documents. The access will include statewide public case records and statewide public case documents. Some government agencies may also receive access to certain confidential case records and confidential documents.

This is not necessarily a new program rather an updated version of a previously approved agreement that allows for more convenient electronic access to court records.

**RESOLUTION NO. 040416-\_\_**  
**CITY OF WAITE PARK**

**RESOLUTION APPROVING MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA  
COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES.**

WHEREAS, the City of Waite Park on behalf of its Police Department desires to enter into Subscriber Agreements with the State of Minnesota, Office of State Court Administration to use Court Data Services for which the City is eligible.

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

1. That the State of Minnesota Master Subscriber Agreement by and between the State of Minnesota acting through its Office of State Court Administration and the City of Waite Park on behalf of its Police Department, are hereby approved. Copies of the Subscriber Agreements are attached to this Resolution and made a part of it.
2. That the City Administrator, Shaunna Johnson, is designated the Authorized Representative for the City of Waite Park and the Waite Park Police Department.
3. That City Administrator, Shaunna Johnson, is authorized to sign the State of Minnesota Master Subscriber Agreement between the City of Waite Park and the State of Minnesota, Office of State Court Administration.
4. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain this Agreement with the City of Waite Park and the Office of State Court Administration.
5. That Administrative Assistant, Lisa Laudenbach, will be designated as the Agency Account Manager and will serve as the main point of contact between the City of Waite Park and the Court. The Agency Account Manager will maintain a current list of government subscriber users and will notify the court when individual accounts have been added or deleted.

Adopted by the Council on this 4<sup>th</sup> day of April 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 adopted.

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 4/4/16.

\_\_\_\_\_  
Shaunna Johnson  
City Administrator-Clerk-Treasurer

# MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

\_\_\_\_\_  
(Government Subscriber Name)

of

\_\_\_\_\_  
(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

\_\_\_\_\_  
Office of State Court Administration

of \_\_\_\_\_  
25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

## Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

## Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

### **1. TERM; TERMINATION; ONGOING OBLIGATIONS.**

**1.1 Term.** This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

## 1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 **Subsequent Agreement.** This Agreement may be superseded by a subsequent agreement between the parties.

## 2. DEFINITIONS.

2.1 **“Agency Account Manager”** means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber’s Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber’s Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber’s Individual Users and steps taken to remedy violations to the Court.

2.2 **“Court Data Services”** means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently [www.mncourts.gov](http://www.mncourts.gov), or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 **“Bulk Data Delivery”** means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court’s databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 **“Court Integration Services”** means pre-defined automated transmissions of i) Court Records from the Court’s computer systems to Government Subscriber’s computer systems; and/or ii) Government Subscriber Records from the Government Subscriber’s computer systems to the Court’s computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 **“MNCIS Login Accounts”** means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 **“Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 **“Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 **“Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
  - 2.5.1 **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
  - 2.5.2 **“Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
  - 2.5.3 **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
  - 2.5.4 **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
  - 2.5.5 **“Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 **“DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 **“Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 **“Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9** “**Legitimate Governmental Business Need**” means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10** “**Policies & Notices**” means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11** “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is [www.mncourts.gov](http://www.mncourts.gov).
- 2.12** “**SCAO**” means the State of Minnesota, State Court Administrator's Office.
- 2.13** “**This Agreement**” means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14** “**Trade Secret Information of SCAO and its licensors**” is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15** “**User Acknowledgement Form**” means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
- 3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

**4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.**

**4.1 Authorized Access to Court Data Services and Court Records.**

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.2 Authorized Use of Court Data Services and Court Records.**

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.3 Dissemination of Court Records.** Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

**4.4 Training.** Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

**4.5 Violations.**

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

#### **4.6 Sanctions.**

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

### **5. GUARANTEES OF CONFIDENTIALITY.** Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:

6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 **Court Data Services Programs.** SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 **Court Data Services Databases.** SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 **Marks.** Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 **Restrictions on Duplication, Disclosure, and Use.**

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

**8.5 Proprietary Notices.** Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**8.6 Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

## **12.2 Access and Use; Log.**

- 12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.
- 12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.
- 12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.
- 12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

**12.3 Personnel.** Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

**13. FEES AND INVOICES.** Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
  - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
  - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. **GOVERNMENT SUBSCRIBER**  
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By \_\_\_\_\_  
(SIGNATURE)

Date \_\_\_\_\_

Name (typed) \_\_\_\_\_

Title \_\_\_\_\_

Office \_\_\_\_\_

2. **THE COURT**

By \_\_\_\_\_  
(SIGNATURE)

Date \_\_\_\_\_

Title CIO/Director

Office Information Technology  
Division of State Court  
Administration

3. Form and execution approved  
for Court by:

By: \_\_\_\_\_  
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: \_\_\_\_\_

## User Acknowledgment Form

The Agency identified below that I work for has contracted with the Office of State Court Administration (the "Court") for the access and use of the Court's Records and Documents. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access.

I, \_\_\_\_\_, as an employee/student attorney/contractor of \_\_\_\_\_ ("the Agency"), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the Agency and the Court.
2. I understand that I am not to share my login and password information.
3. I shall access and use the Court Records and Court Documents provided for only "legitimate governmental business needs." I understand a "legitimate governmental business need" is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
4. I shall not access or use Court Records or Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.
5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.
6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.
7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.
8. I understand that should I violate paragraphs 3., 4., or 5., it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Agency, and other civil and criminal liability.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Employee/Student Attorney/Contractor for Agency

**Consent Agenda Item D:** Job Description for Payroll/Human Resource Clerk  
**Consent Agenda Item E:** Hiring Process for Payroll/HR Clerk  
**Consent Agenda Item F:** Utility Billing and Media/Publications Coordinator

---

Included in the 2016 Budget was the addition of a Payroll/Human Resources Clerk position. This draft position description was reviewed during the budget process, along with the Utility Billing Media/Publications Coordinator. The idea with these positions is to separate the duties of the Utility Billing/Payroll Clerk and create two positions that would include the Payroll/Human Resources Clerk and Utility Billing and Media/Publications Coordinator.

The Payroll/Human Resource Clerk position would be responsible for the payroll functions for the City which is the largest portion of the City's budget, would manage the employee benefits, and would have more responsibility in the human resources area that will be of great benefit to the City as this function is really divided out among the city administrator, department heads, and the Utility Billing/Payroll Clerk now. None of these staff have the expertise that is really needed on the Human Resource side and this will be a great addition to the City as we continue to grow our staff and continue to be required to comply with additional personnel rules and regulations. It is important to have more oversight in this area given its importance in our overall budget and its impacts. Enclosed is a copy of the job description for your review. As discussed in our budget discussions this past fall, the position description was reviewed by Springsted and it was recommended for this position to be a Pay Grade 5 in our current Pay Plan. This position is a new position being created and would not be a position that would not be covered under the Civil Service.

The Utility Billing and Media/Publications Coordinator position would be responsible for all aspects of the utility billing operations and would work closely with the Public Works Department on any utility issues that may arise. This will be important as we look in the future to enhancements to our services with the possibility of wireless reads, monthly billing, and online payment options. In addition to this, with the implementation of a new website, new logo and tagline, this position will be responsible for maintaining our website, government access channel, city newsletter, and will responsible for managing our social media account as we move into those areas of communication as well. This addition of the media/publications will provide an opportunity for the City to focus its efforts on communications, improve technology, and enhance our abilities to reach out to our residents and business community. This position is a new position that will be filled by our existing Utility Billing and Payroll Clerk. This position is also a new position being created and would not be a position that would be covered under the Civil Service. As discussed in our budget discussions this past fall, the position description was reviewed by Springsted and it was recommended that this position would be a Pay Grade 5 in our current Pay Plan, which is the same pay grade of the existing Utility Billing/Payroll Clerk. We are recommending that the Council approve this job description as presented now but the current Utility Billing Clerk/Payroll Clerk will not be moved to this position until the appointment of the Payroll/Human Resource Clerk. At the time of this appointment, we will have the Council approve moving the employee to this position.

April 4, 2016

If the Council approves the job descriptions for the two positions above, the next step in the process would be to authorize the hiring process for the Payroll/Human Resource Clerk. As discussed in our budget work session, this position will be a June-July 2016 hire. Given the time that it takes to go through the hiring process, we are recommending that the Council authorize this hiring process now so that we can begin.

As mentioned above, this position will not be a Civil Service position because it is a newly created position. Staff is recommending, however, using the Civil Service Board as the hiring committee to assist staff with the hiring process. Included for your review are the proposed hiring process timeline and the preferred qualifications that we would use when developing our scoring sheets. We hope to find a candidate that has municipal government experience in both payroll and in human resources. With that, staff is recommending approval of beginning the hiring process for the Payroll/Human Resources Clerk.

# Payroll / Human Resources Clerk

FLSA Status: *Non-Exempt*

## General Definition of Work

Performs intermediate technical and skilled administrative support work managing the City's payroll, assisting in preparing and/or maintaining of fiscal, or related records, entering, verifying and checking data, as well as other related work as required. Work is performed under the moderate supervision of the City Administrator.

## Qualification Requirements

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individual with disabilities to perform the essential functions.*

## Essential Functions

Manages City's payroll function by entering timesheets, generating pay checks and completing legally required reports, while maintaining confidentiality in all aspects of the payroll functions.

Processes and files quarterly federal and state payroll tax returns and annual W-2s

Generates, verifies, and maintains payroll journals and reports.

Establishes and maintains employee records related to pay; posts vacation, sick leave, compensation time off, etc.

Acts as information source to employees regarding deductions and general payroll policies and procedures; resolves payroll-related problems.

Maintains current data and prepares federal reports as required by the Affordable Care Act.

Prepare and maintain employee personnel and HIPAA files, assuring accuracy, compliance and confidentiality. i.e : unemployment claims, employment verifications, I-9 status, drug test results, etc.

Verify the calculation of the monthly premium statements for all group insurance policies and maintains statistical data relative to premiums, claims, and costs.

Performs a variety of duties related to the recruitment and selection of employees including distributing job postings, job descriptions, and advertising the positions through a variety of sources; facilitates background checks; sets up interviews, drug tests, and physicals; and provides benefit information.

Reports injuries on duty to workers' compensation carrier; maintains OSHA records and files on same.

Prepares and processes paperwork for employees electing family medical leaves of absence.

Maintains and updates the Employee Handbook and all City Policies and Procedures, as necessary.

Coordinates the safety training schedules and maintains the Safety Manual and Safety Data Sheets and fulfills the secretary role at safety meetings.

Coordinates employee training to improve employees' understanding of city policies and to strengthen their work skills.

Provides back up for assisting customers at the counter and on the phone.

Performs other duties as assigned.

## Knowledge, Skills and Abilities

Thorough knowledge of benefit laws and payroll accounting procedures; general knowledge of human resource laws; ability to comprehend complicated policies; procedures and material that contain specialized words and phrases that could have several meanings; ability to handle and maintain confidential information; ability to handle a variety of typical assignments and problems independently; ability to handle a variety of procedures, policies and/or precedents and moderate analytic ability in adapting standard methods to fit facts and conditions; ability to read, summarize and/or compare straightforward workplace data; ability to operate various office machines and computer equipment with accuracy and speed; ability to meet and deal courteously with the public; ability to communicate effectively both orally and in writing; ability to establish and maintain effective working relationships with associates and the general public. Knowledge in Word, Excel, Powerpoint and basic knowledge of maintaining webpage information.

# Payroll / Human Resources Clerk

## Education and Experience

Graduation from high school or GED required (Associates Degree in Accounting, Finance, or related field preferred) supplemented by accounting experience with payroll, accounts receivable, and payable, advanced computer experience, along with moderate municipal government and office setting experience.

## Physical Requirements

This work is sedentary and requires little to no exertion of force; work regularly requires standing, sitting and speaking or hearing, frequently walking, using hands to finger, handle or feel, reaching with hands and arms and repetitive motions and occasionally requires climbing or balancing and stooping, kneeling, crouching or crawling; work has no special vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office with typewriters and/or computer printers, light traffic).

## Special Requirements

None

## **Payroll/HR Hiring Process:**

**Hiring Committee:** This position will not be covered under the Civil Service Rules as it is a newly created position and not an existing position. Our recommendation, however, would be to use the Civil Service Board as the hiring committee to assist staff with the hiring process for this position.

### **Timeline:**

April 11-29, 2016:	Advertise Position Opening internally and externally at the same time.
May 1-6, 2016:	Review Applications
May 9-13, 2016:	Meet with Hiring Committee (aka Civil Service Board) to determine candidates to test
May 16-20, 2016:	Testing of Candidates
May 23-June 3, 2016:	Meet with Hiring Committee to determine candidates to interview.
	Interview Candidates
June 6 <sup>th</sup> , 2016:	City Council Final Interview and authorize hire (conditional job offer)
June 6-15, 2016:	Complete background and applicable employment testing
July 1, 2016:	Anticipated Hire Date

### **Criteria for Position:**

We will be developing a score sheet that will emphasize the following preferred areas of experience that we believe are important for a candidate in this position to possess:

- \*AA Degree in Accounting, Finance, Human Resources or other related field
- \*5 years of accounting government payroll experience
- \*Advanced computer experience with payroll software
- \*Municipal government experience
- \*Human Resource experience with managing benefits, knowledge of municipal regulations related to personnel including labor relations, hiring processes, personnel policies, and employee training.

# Utility Billing and Media/Publications Coordinator

FLSA Status: *Non-Exempt*

## General Definition of Work

Performs intermediate technical and skilled administrative support work managing the City's utility system and communication systems including website, social media sites, and public informational channel, assisting in preparing and/or maintaining of fiscal, utility or related records, entering, verifying and checking data, processing accounts receivable, and other accounts, as well as other related work as required. Work is performed under the moderate supervision of the City Administrator and Public Works Director.

## Qualification Requirements

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individual with disabilities to perform the essential functions.*

## Essential Functions

- Prepares, runs and posts utility bills on a regular basis.
- Assesses penalties & generates delinquent notices for past due utility accounts.
- Schedules water service disconnections for all unpaid utility accounts & collects delinquent balances.
- Maintains accurate customer information by updating, creating or deleting customer accounts.
- Monitors customer consumption amounts for leak detection and assists customers in the resolution of leak issues.
- Creates, schedules and tracks utility service order requests.
- Routes annexed areas of the City into the utility billing system.
- Generates statistical data & calculates revenue projections for determining future water & sewer utility rates.
- Accounts for various transactions (deposits, withdrawals and sales tax) relating to the City's money market fund; balances receipts; tracks sales tax collected; balances cash drawer and prepares the daily bank deposit.
- Processes Certificate of Assessment requests, ensuring all outstanding balances on the property are recorded.
- Maintains and tracks residential refuse/recycling services and calculates monthly service totals for billing purposes.
- Prepares monthly invoices and processes accounts receivable for billable utility expenses and false alarm fees for the Police Department.
- Manages and updates City webpage content per Departmental requests.
- Develops the content and design of City publications through a variety of means including quarterly newsletters, flyers, and pamphlets.
- Updates and redesigns City forms and documents for use on the City website.
- Manages and maintains City online social media communications as determined necessary for the City to effectively communicate with its customers.
- Maintains and updates the City public information channel by working with various departments to provide current and relevant information to the public through a variety of means including videos, pictures, etc.
- Provides back-up to the Deputy Clerk, Building and Planning Assistant, and Administrative Secretary, as needed.
- Performs other duties as assigned.

## Knowledge, Skills and Abilities

Thorough knowledge of accounting procedures; general knowledge of utility billing terminology, methods, procedures and equipment; general knowledge of the procedures for billing and collecting utility fees; knowledge of website management and other online social media tools; working knowledge of Word, Excel, Powerpoint, Publisher and basic knowledge of maintaining public information channel. Excellent written and verbal communication skills required. Ability to comprehend procedures and material that contain specialized words and phrases that could have several meanings; ability to handle and maintain confidential information; ability to handle a variety of typical assignments and problems independently; ability to handle a variety of procedures, policies and/or precedents and moderate analytic ability in adapting standard methods to fit facts and conditions; ability to read, summarize and/or compare straightforward workplace data; ability to operate various office machines and computer

## Utility Billing and Media/Publications Coordinator

equipment with accuracy and speed; ability to meet and deal courteously with the public; ability to establish and maintain effective working relationships with associates and the general public.

### Education and Experience

Graduation from high school or GED required (Associates Degree in Accounting, Finance, or related field preferred) supplemented by accounting experience with payroll, accounts receivable, and payable, advanced computer experience, along with moderate municipal government and office setting experience.

### Physical Requirements

This work is sedentary and requires little to no exertion of force; work regularly requires standing, sitting and speaking or hearing, frequently walking, using hands to finger, handle or feel, reaching with hands and arms and repetitive motions and occasionally requires climbing or balancing and stooping, kneeling, crouching or crawling; work has no special vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office with typewriters and/or computer printers, light traffic).

### Special Requirements

None.

## **Consent Agenda Item G: Lorraine Russell Landscaping Contract**

---

Last year we entered into consultant agreement with Lorraine Russell. It was the first year and worked well. Staff has reviewed last year's agreement and met with Lorraine on items we did not foresee and items that need clarification. These items have been addressed in the scope of services. Other changes to the agreement are to make it a year agreement as she did some small items during the winter months. The agreement will follow a fiscal year beginning in April 2016 and going through March 2017. Lorraine also requested a pay increase, which we are fine with as last year was a trial year. Last year's agreement total was \$3,500. We have come to an agreement for \$7,300 for the new agreement, which spread out over the fiscal year, with different amounts for different months depending on the amount of work she will be doing in those months.

## LANDSCAPE CONSULTANT SERVICES AGREEMENT

This Landscape Consultant Services Agreement (hereafter, "Agreement"), is made and executed this 4th day of April, 2016, by and between the City of Waite Park, a political subdivision organized under the laws of the State of Minnesota, (hereafter, "City") and Lorraine Russell (hereafter, "Consultant"), collectively "the parties".

WHEREAS, the Consultant is engaged in the business of providing landscaping consultant services to the City;

WHEREAS, the City desires to retain the landscape consultants services, subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Consultant 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. Landscape Consultant.**

The City hereby appoints and retains Lorraine Russell as the Landscape Consultant for the City.

**2. Representations and Warranties of Consultant.**

Consultant represents and warrants to City that they will hold all required licenses to perform the Required Services of this Agreement. The Consultant represents and warrants that they will 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 April 4, 2016 and shall consist of a period of 12 months of service. The Agreement shall continue in effect until March 31, 2017 unless City and Consultant 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. 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 30 days written notice.

**4. Scope of Services.**

During the term of this agreement, the Consultant agrees to perform the following services:

- A.** Oversees and Direct workers, in order to keep maintained, all city landscaped areas including, City R.O.W, Parks, Trails, Building's and Plantings.
- B.** Recruit, Train and Coordinate volunteers and organizations on proper landscape maintenance, to help maintain landscape areas. This may require some hands-on work but only for training reasons.
- C.** Assist and Recommend design & layouts of future landscaping areas throughout city. For 2016 - Waite Avenue North median and boulevard and Library Reading Garden. This may include any other areas the City or Park Board would like to have done.
- D.** Communicate with Public Works about needs for equipment, supplies and labor help. This will include getting prices and submitting to Public Works for approval. Once approved, consultant will fill out any and all paperwork required for Public Works to sign off on and purchase.
- E.** Any requests for signing off on purchases, labor or equipment requests will need 48 hour notice to Public Works.
- F.** Monitors and makes recommendations for the city irrigation systems at City Hall, Rivers Edge, and Waite Avenue. Monitor, operate and adjust the irrigation systems at Community Park, Healthy Living Trail for proper function. Determines the hand watering needs for non-irrigated landscaped areas. Recommends the nutrient needs for all planting areas.
- G.** Submits list and quantities of all new plantings for coming season to the Public Works Department for approval.
- H.** Prepare a list of needs for maintenance and projects throughout the city, and give opinion for each item on who would be best to handle the duty. Either (Volunteer, Seasonal Employee, Full time Public Works Worker, or Contractor)
- I.** Any questions and contact will be through Public Works. With access to Public Works Department, paperwork including use of the copier for any needs can be utilized in the upper training room.
- J.** Will obtain to the best of your ability, to recommend and get prices for purchases from businesses within the City limits. This may not always be possible, so going outside the city may be granted.

- K. Coordinate pruning and mulching of trees. Suggests new tree planting.
- L. Perform annual review of all landscape areas and submit a written report of recommendations.
- M. Track yearly spending and submit budget requests for the upcoming year to Public Works by June 30<sup>th</sup> of each year.

The Consultant shall provide all transportation, and communication devices it deems necessary to carry out the field services of this agreement.

The Consultant agrees to proceed diligently and in accordance with its usual course and manner of business. The Consultant agrees to perform additional services, to which the parties agree during the term of this contract, under the terms and conditions of this agreement.

**Payment to Consultant.**

- A. **Fees.** Consultant shall be paid a fee per month, according to schedule below per month beginning April 4, 2016 and ending on March 30, 2017

*Month of:*

<b>April 2016</b>	<b>\$500</b>	<b>May 2016</b>	<b>\$850</b>	<b>June 2016</b>	<b>\$850</b>	<b>July 2016</b>	<b>\$850</b>
<b>August 2016</b>	<b>\$850</b>	<b>September 2016</b>	<b>\$850</b>	<b>October 2016</b>	<b>\$850</b>	<b>November 2016</b>	<b>\$500</b>
<b>December 2016</b>	<b>\$100</b>	<b>January 2017</b>	<b>\$100</b>	<b>February 2017</b>	<b>\$500</b>	<b>March 2017</b>	<b>\$500</b>

- B. **Payments.** Payments will be made by the 15<sup>th</sup> of following month.
- C. **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.
- D. **No Reimbursement for Expenses.** The City shall not be required to reimburse Consultant for out-of-pocket expenses incurred by Consultant in the performance of its services pursuant to this Agreement.

**5. Records.**

Consultant shall maintain an adequate set of records, together with any other information reasonably deemed necessary by the City. The consultant shall submit by the first of each month an update of activities, and tasks completed or worked on for the preceding month.

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

**6. Insurance.**

**A. Worker's Compensation Insurance.**

Workers Compensation insurance is not needed, the Consultant will use their personal health insurance.

**B. Automobile Public Liability Insurance.**

Automobile Public Liability Insurance will not be needed as the Consultant will use their personal auto insurance. The Consultant will not be using City vehicles.

**8. Binding Effect.**

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

**9. 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.

**10. Independent Consultant.**

Consultant shall be considered an independent consultant and is not an employee of the City. The Consultant shall select and work at hours determined by Consultant with the understanding Consultant shall work at a schedule to complete the duties on a timely basis.

**11. 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. Consultant:  
Lorraine Russell  
P.O. Box 403  
Waite Park, MN 56387
  
2. City:  
City of Waite Park  
Attn: City Administrator  
19 13th Avenue North  
Waite Park, MN 56387

**12. Records-Availability and Retention.**

Pursuant to Minn. Stat. § 16C.05, subd. 5, the Consultant 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 Consultant and involve transactions relating to this Agreement.

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

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

LORRAINE RUSSELL

By \_\_\_\_\_  
Its \_\_\_\_\_

CITY OF WAITE PARK

By \_\_\_\_\_  
Richard E. Miller  
Its Mayor

By \_\_\_\_\_  
Shaunna Johnson  
Its Administrator-Clerk-Treasurer

**Consent Agenda Item H: Approve 4M Fund Agreement by Resolution**

---

The 4M Fund is offering additional services and as a result is requesting the City to update their membership agreement with them in order for us to take advantage of these services. Enclosed is a resolution that will reauthorize membership in the 4M Fund/

**RESOLUTION NO. 040416-\_\_**  
**CITY OF WAITE PARK**

**RESOLUTION AUTHORIZING OR REAUTHORIZING MEMBERSHIP IN THE 4M FUND**

WHEREAS, Minnesota Statutes (the Joint Powers Act) provides that governmental units may jointly exercise any power common to the contracting parties; and

WHEREAS, the Minnesota Municipal Money Market Fund (the 4M Fund) was formed in 1987, pursuant to the Joint Powers Act and in accordance with Minnesota Investment Statutes, by the adoption of a joint powers agreement in the form of a Declaration of Trust; and

WHEREAS, the Declaration of Trust, which has been presented to this Council, authorizes municipalities of the State of Minnesota to become Participants of the Fund and make use from time to time including the 4M Liquid Asset Fund, the 4M Plus Fund, the Term Series, the Fixed Rate Programs, and other Fund services offered by the Fund; and

WHEREAS, this Council deems it to be in the best interest for the municipality to make use of, from time to time, the approved services provided by the 4M Fund's service providers including the Investment Advisor (Prudent Man Advisors, Inc.) or Sub-Advisor (RBC Global Asset Management (U.S.) Inc.), the Administrator (PMA Financial Network, Inc.), the Distributor (PMA Securities, Inc.) or the Fixed Rate Program Providers, PMA Financial Network, Inc. and PMA Securities, Inc., and the Custodian, U.S. Bank National Association, ("Service Providers") and/or their successors.

WHEREAS, this Council deems it advisable for this municipality to enter into the Declaration of Trust and become a Participant of the Fund for the purpose of joint investment with other municipalities so as to enhance the investment earnings accruing to each;

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

**Section 1.** This municipality shall become (or renew its membership as) a Participant of the Fund and adopt and enter into the Declaration of Trust, a copy of which shall be filed in the minutes of this meeting. The appropriate officials are hereby authorized to execute those documents necessary to effectuate entry into the Declaration of Trust and the participation of all Fund programs.

**Section 2.** This municipality is authorized to invest monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Declaration of Trust. The following officers of the municipality or their successors are designated as "Authorized Officials" with authority to effectuate investments and withdrawals in accordance with the Declaration of Trust:

\_\_\_\_\_  
Shaunna Johnson, City Administrator-Clerk-Treasurer

\_\_\_\_\_  
Keith Lindberg, Finance Director

\_\_\_\_\_  
Karla Virnig, Deputy Clerk-Treasurer

(Additional names may be added on a separate list. The treasurer shall advise the Fund of any changes in Authorized Officials in accordance with Fund procedures.)

**Section 3.** The Trustees of the Fund are designated as having official custody of those monies invested in accordance with the Declaration of Trust.

**Section 4.** That the municipality may open depository and other accounts, enter into wire transfer agreements, safekeeping agreements, third party surety agreements securing deposits, collateral agreements, letters of credit, lockbox agreements, or other applicable or related documents with institutions participating in Fund programs including U.S. Bank National Association, or its successor, or programs of PMA Financial Network, Inc. or PMA Securities, Inc. for the purpose of transaction clearing and safekeeping, or the purchase of certificates of deposit ("CDs") or other deposit products and that these institutions shall be deemed eligible depositories for the municipality. PMA Financial Network, Inc. and PMA Securities, Inc. and their successors are authorized to act on behalf of this municipality as its agent with respect to such accounts and agreements. Monies of this entity may be deposited in such depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fund's Programs available through its Services Providers.

It is hereby certified that the City Council of Waite Park adopted this Resolution at a duly convened meeting of the City Council held on the 4<sup>th</sup> day of April, 2016, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

\_\_\_\_\_  
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 adopted.

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 4/4/16.

\_\_\_\_\_  
Shaunna Johnson  
City Administrator-Clerk-Treasurer



19 - 13<sup>th</sup> 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

APPLICATION FOR 1-4 DAY TEMPORARY LIQUOR LICENSE  
(Club/Charitable/Religious/Other Nonprofit)

**\*\*Requires Council Approval\*\***

The undersigned hereby applies for the following:

~~\$100.00~~ <sup>Waive</sup> Special 1-4 Day Temporary Liquor License

Fr. David Grundman  
(Signature is required)

Fr. David Grundman  
(Print Name)

Date(s) of Event: 9/11/16

Name of Event: St Joseph Parish Festival

Business Name: St Joseph's Catholic Church

Business Address: 106 7<sup>th</sup> Ave N Waite Park, MN 56387

Business Phone #: 320-251-5231

Please supply the following forms with your application:

Copy of Liquor Liability Insurance Certificate

MN Dept. of Public Safety 1 to 4 Day Temporary On-Sale Liquor License Application  
(attached)



Minnesota Department of Public Safety  
**ALCOHOL AND GAMBLING ENFORCEMENT DIVISION**  
 444 Cedar Street Suite 222, St. Paul MN 55101-5133  
 (651) 201-7507 Fax (651) 297-5259 TTY (651) 282-6555  
 WWW.DPS.STATE.MN.US



**APPLICATION AND PERMIT  
 FOR A 1 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

**TYPE OR PRINT INFORMATION**

NAME OF ORGANIZATION <i>St Joseph's Catholic Church</i>		DATE ORGANIZED <i>2-3-1916</i>	TAX EXEMPT NUMBER	
STREET ADDRESS <i>106 7th Ave N</i>		CITY <i>Waite Park</i>	STATE <i>MN</i>	ZIP CODE <i>56387</i>
NAME OF PERSON MAKING APPLICATION <i>Fr David Grundman</i>		BUSINESS PHONE <i>(320) 251-5231</i>	HOME PHONE <i>( )</i>	
DATES LIQUOR WILL BE SOLD <i>9/11/16</i>		TYPE OF ORGANIZATION <input type="checkbox"/> CLUB <input type="checkbox"/> CHARITABLE <input checked="" type="checkbox"/> RELIGIOUS <input type="checkbox"/> OTHER NONPROFIT		
ORGANIZATION OFFICER'S NAME <i>Fr David Grundman</i>		ADDRESS <i>106 7th Ave N - Waite Park, MN 56387</i>		
ORGANIZATION OFFICER'S NAME		ADDRESS		
ORGANIZATION OFFICER'S NAME		ADDRESS		

Location license will be used. If an outdoor area, describe  
*Waite Park Community Park*  
*151 13th Ave N*  
*Waite Park, MN 56387*

Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service.  
*NO*

Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage.  
*Catholic Mutual Relief \$500,000*

**APPROVAL**

**APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL & GAMBLING ENFORCEMENT**

CITY/COUNTY \_\_\_\_\_ DATE APPROVED \_\_\_\_\_

CITY FEE AMOUNT *Waived* \_\_\_\_\_ LICENSE DATES \_\_\_\_\_

DATE FEE PAID *N/A* \_\_\_\_\_

SIGNATURE CITY CLERK OR COUNTY OFFICIAL \_\_\_\_\_ APPROVED DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT \_\_\_\_\_

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the License for the event



19 - 13<sup>th</sup> 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

APPLICATION FOR 1-4 DAY TEMPORARY LIQUOR LICENSE  
(Club/Charitable/Religious/Other Nonprofit)

**\*\*Requires Council Approval\*\***

The undersigned hereby applies for the following:

<sup>waived</sup>  
~~\$100.00~~ **Special 1-4 Day Temporary Liquor License**

Michael Brummer  
(Signature is required)

MICHAEL BRUMMER  
(Print Name)

Date(s) of Event: JUNE 10 - 11, 2016

Name of Event: WAITE PARK FAMILY FUN FEST

Business Name: SPASS TAG FESTIVAL CORP

Business Address: \_\_\_\_\_, WAITE PARK MN 56387

Business Phone #: \_\_\_\_\_

Please supply the following forms with your application:

Copy of Liquor Liability Insurance Certificate

MN Dept. of Public Safety 1 to 4 Day Temporary On-Sale Liquor License Application (attached)



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: SPASS TAG FESTIVAL CORP Date organized: 1964 Tax exempt number: \_\_\_\_\_

Address: \_\_\_\_\_ City: WAITE PARK State: Minnesota Zip Code: 56387

Name of person making application: MICHAEL BRUEMMER Business phone: \_\_\_\_\_ Home phone: \_\_\_\_\_

Date(s) of event: JUNE 10 - 11, 2016 Type of organization:  
 Club  Charitable  Religious  Other non-profit

Organization officer's name: MICHAEL BRUEMMER City: WAITE PARK State: Minnesota Zip Code: 56387

Organization officer's name: MARGARET WOLF City: COLD SPRING State: Minnesota Zip Code: 56320

Organization officer's name: STEVE GILDLEY City: ST CLOUD State: Minnesota Zip Code: 56303

Organization officer's name: \_\_\_\_\_ City: \_\_\_\_\_ State: Minnesota Zip Code: \_\_\_\_\_

Location where permit will be used. If an outdoor area, describe.  
WAITE PARK COMMUNITY PARK, 151 13TH AVE N, WAITE PARK

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

DMANN INSURANCE

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

_____ City or County approving the license	_____ Date Approved
_____ Fee Amount	_____ Permit Date
_____ Date Fee Paid	_____ City or County E-mail Address
_____ Signature City Clerk or County Official	_____ City or County Phone Number
	_____ Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.  
 PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT  
 BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)**

**Consent Agenda Item I: Rent Supplement Claim for 17<sup>th</sup> Ave South Project**

---

Enclosed is a rent supplement claim in the amount of \$8,400.00 for Dan Murphy. Mr. Murphy was a tenant on the Sis property in regards to the 17<sup>th</sup> Avenue South Project. This payment is for the price differential in rent as required under the Uniform Relocation Act and recommended by our relocation expert. Our City Attorney is recommending approval of this payment.

# Minnesota Department of Transportation RENT SUPPLEMENT OR DOWN PAYMENT CLAIM

Tenant     Owner

Advance Claim     Partial Claim     Final Claim

<b>FOR OFFICIAL USE ONLY</b>			
Name (Payee) <u>Dan Murphy</u>			
Dist. _____ Artemis S.P. _____ Parcel <u>201</u>			
C.S. <u>00279-31039</u>		C.ID. _____	
Fed. No. _____		County <u>Stearns</u>	
Prop. Owner <u>Dan Murphy</u>			
Prop. Address <u>1621 County Road 137, Apt. 201</u>			
City/State/Zip <u>Waite Park, MN 56387</u>			
Type of Acquisition:	<input checked="" type="checkbox"/> Direct Purchase	<input type="checkbox"/>	<input type="checkbox"/> ED

<b>FOR OFFICIAL USE ONLY</b>	
Approved Amount	<u>\$8,400.00.00</u>
Approved By	_____
Approved By	<u>Steven Carlson</u> Relocation Manager
Date Application Approved	_____
Mail Check to:	
Name	<u>Dan Murphy (will hand deliver check)</u>
Address	<u>1024 Breckenridge Avenue. Apt #2</u>
City/State/Zip	<u>St. Cloud, MN 56303</u>

<b>REPLACEMENT HOME</b>	
Address	<u>1024 Breckenridge Avenue Apt #2</u>
City/State/Zip	<u>St. Cloud, MN 56303</u>

<b>FOR OFFICIAL USE ONLY</b>
VENDOR NUMBER:

Supplemental payment will be used to rent decent, safe and sanitary housing.  
Supplemental payment will be used as a down payment for decent, safe and sanitary housing.

I certify, that this site occupant has been relocated in housing that to the best of my knowledge meets the decent, safe and sanitary housing requirements as established by local laws, ordinances or customs.

Date 3-7-2016  
Signed Steven Carlson  
Relocation Advisor

I certify, that I have been an occupant of the above parcel for at least 90 days immediately prior to the initiation of negotiations for such property. To the best of my knowledge, the replacement dwelling meets the requirements for Decent, Safe and Sanitary housing.

**Residency Certification:** I attest, under penalty of perjury, that myself and my family, are lawful citizens of the United States, or aliens lawfully admitted for residence in the United States.

I, the undersigned, do hereby certify that the above information is true and correct, and that any receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other claim for reimbursement of, or received compensation for, any expense in connection with this claim. I understand that falsification of any portion of this claim will result in its denial.

**MAIL CLAIM TO:**

Date 3-7-2016  
Name (print) Dan Murphy  
Signature Dan A. Murphy  
Telephone No phone at this time.

REPLACEMENT HOUSING BENEFIT  
IN THE FORM OF RENT ASSISTANCE

Claimant Name(s): Daniel Murphy

Project Site Address: 1621 County Road 137, Apt. 201 Waite Park, MN 56387

A Replacement Housing Benefit in the form of Rent Assistance is made available to tenants and homeowners who have occupied the project site for at least 90 days immediately prior to the initiation of negotiations to acquire the site by the Displacing Agency. Rental assistance is a housing cost differential payment based on a forty-two month time period.

To compute the amount of eligible rent assistance, the Displacing Agency first determines the "base monthly rental" of the project site dwelling. This is the documented actual monthly rent plus average tenant-paid utilities or 30% of the displaced household's documented gross monthly income whichever is less.

The second factor needed to determine the amount of eligible rent assistance is the monthly rental and average tenant-paid utilities of a "comparable" replacement dwelling unit (as defined in the Uniform Relocation regulations) compared to the actual monthly housing costs incurred by the displacee for their chosen replacement dwelling. Again, the lesser of the two monthly housing cost amounts is used in the rent assistance computation.

Research for rental housing which is similar to the project dwelling, currently available for rent, and in the general neighborhood of the project site, is undertaken by the Displacing Agency to establish the "comparable" dwelling housing costs used in the calculation. A few such rental dwellings are selected for the comparable housing analysis, and one of these is designated as being "most comparable" to the project site dwelling. The occupant is then notified in writing of the "comparable" replacement dwellings considered in the study, and is provided information on those dwellings as referrals to available replacement housing. A copy of the Notice of Relocation Eligibility provided to the above-referenced claimant(s), which lists the comparable replacement housing and referral data, is included at Exhibit 2 in this claim booklet.

The difference, then, between the "base monthly rental" rate for the project site dwelling unit and the lesser of the comparable dwelling cost or the actual replacement dwelling cost is paid for 42 months. Under the requirements of the Uniform Act, the Displacing Agency has to assure that affordable and comparable replacement housing is available to the displacee before the project site occupant can be required to move. Payment under Last Resort Housing of the calculated difference in housing costs which exceeds the \$7,100.00 maximum rental assistance the chosen method of assuring that adequate replacement housing is offered to the displacee, within the "ability to pay" and housing standard requirements of the Uniform Act. Payment under the Last Resort Housing provisions can be made either in lump sum or in installments, at the discretion of the Displacing Agency.

Computation of Rental Assistance for Referenced Claimant(s):

Rental Price plus est. cost of utilities for;

Project Site \$400.00

Comparable Dwelling \$600.00

Rental Price plus est. cost of utilities of Replacement Dwelling \$615.00

Lesser of the Two Above Amounts \$600.00

"Base Monthly Rental" of the Project \$400.00.

Difference in Monthly Cost \$ 200.00

Multiplied by 42 Months \$ 8,400.00

**TOTAL RECOMMENDED BENEFIT \$ 8,400.00**

(Amount Eligible Under Rent Assistance \$7,100.00)

(Amount Eligible Under Last Resort Housing \$1,300.00)

After review of the documentation submitted by the claimant, Evergreen Land Services Company recommends that the City of Waite Park approve payment in the total amount of **\$8,400.00** for eligible replacement housing rental assistance benefits for the rent of Daniel Murphy's new apartment.

**Agenda Item No. 2**

Issue: Fire Truck Purchase

---

**BACKGROUND:**

The Fire Department has been working for the last couple of years on their needs for a new Fire Truck. They have created a Truck Committee that involved several firefighters, officers, Assistant Fire Chief and the Fire Chief along with the Mayor. The committee reviewed the equipment and truck needs of the department and has made a recommendation to move forward with the enclosed design for a new Fire Truck. Enclosed is a copy of the proposed fire truck purchase contract with Fire Safety U.S.A. for your review and consideration. The timeframe to construct this fire truck is approximately 270 calendar days.

The total cost of the Fire Truck is \$649,907.00. Over the last several years, we have been allocating funds from the general fund in anticipation of the purchase of this truck. We have \$120,000 of funds set aside to be used in the purchase. The remaining balance of this purchase will be financed through a lease-purchase option that will be finalized once the Council authorizes the purchase of this fire truck.

The requested action would be to authorize the Fire Apparatus Purchase Agreement with Fire Safety U.S.A. A copy of this agreement has been enclosed. A final document of this purchase agreement will be provided to the City for signatures once the Council has determined their action to move forward. The Fire Chief will be present at the meeting to discuss the details of this Fire Truck and its purchase and will be able to answer any questions of the Council.

**REQUIRE ACTION:**

To consider authorizing the Fire Apparatus Purchase Agreement with Fire Safety U.S.A

**RECOMMENDED ACTION:**

The Fire Truck Committee recommends approval of the Fire Apparatus Purchase Agreement with Fire Safety U.S.A as presented.

**SUGGESTED MOTION:**

Councilmember \_\_\_\_\_ moved to approve OR deny authorizing the Fire Apparatus Purchase Agreement with Fire Safety U.S.A as presented OR with the following 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)



## FIRE APPARATUS PURCHASE CONTRACT AGREEMENT

This Agreement ("Agreement") is made this \_\_\_\_\_th day of March, 2016, by and between Fire Safety USA, Inc., 3253 19<sup>th</sup> Street NW, Rochester, MN, 55901, (hereinafter "Company") and the City of Waite Park, MN (hereinafter "Buyer").

**1.) Purchase:** The Company agrees to sell, and the Buyer agrees to purchase, the fire apparatus and equipment described in the Company's Proposal and the Specifications attached hereto and hereby incorporated by reference (the "Apparatus"), all in accordance with the terms and conditions of this Agreement. Changes to the Specifications attached hereto will only be executed by the Company if documented by a Change Order signed by both parties. In the event of any conflict between the Company's Proposal and the Buyer's Specifications, the Company's proposal shall prevail.

**2.) Price:** Buyer agrees to pay a purchase price of Six Hundred Forty Six Thousand Nine Hundred and Seven Dollars, (\$646,907.00) Unless otherwise specified, this Purchase Price is exclusive of all Federal, State or local taxes of any nature. Any such taxes are the sole responsibility of the Buyer unless specifically added to the Purchase Price, at which time they will be paid by the Company; provided, however, if the Buyer claims the Order is exempt from any tax, Buyer agrees to furnish the applicable exemption certificate to the Company and to hold the Company harmless from any damage which may result from the Company ultimately having any such tax assessed against it.

Buyer agrees that the terms of payment shall include cash upon delivery. If other than cash due upon delivery, check the appropriate box.

Lease-Purchase Agreement - Financing \*

HGAC ORDER \*

\* Details of financing are covered under a separate section and are included as a part of this Agreement.

### PAYMENTS

CUSTOMER SHALL MAKE ALL PAYMENTS, INCLUDING DEPOSITS AND PARTIAL PAYMENTS, TO THE COMPANY ONLY. ALL CHECKS SHALL BE MADE PAYABLE TO FIRE SAFETY USA, INC. NO OTHER PAYEE SHALL BE NAMED.

If more than one Apparatus is included and they are delivered on different dates, the terms of payment shall apply to each delivery and an invoice covering each delivery shall be issued.

**3.) Pre-Build:** If included in the specifications, a pre-build conference will be conducted to ascertain and confirm customer requirements with respect to the Apparatus ordered by Buyer. Both parties agree that the pre-build conference will be conducted no later than thirty (30) business days from execution of this Agreement.

**4.) Delivery:** The Apparatus shall be delivered F.O.B. to the Fire Department approximately [270] calendar days after order release or [N/A] calendar days after execution of this Agreement by Buyer and the receipt and execution of same by the Company at its Manufacturing offices in Ocala, Florida. If Buyer has specified a stock unit, delivery date shall be approximately [N/A] calendar days after receipt of chassis at Ocala plant.



It is agreed that such delivery is subject to delays caused by war, acts of god, hurricane, labor shortages or strikes, inability to obtain materials, and other causes reasonably beyond the control of the Company and that the Company will not be liable for, and this Agreement may not be terminated on account of, such delays. Buyer will be notified no less than fourteen (14) business days in advance of the delivery date.

**5.) Customer Factory Inspection:** If requested at time of order, Buyer will have up to ten (10) business days from the notified completion date to conduct Buyer's final factory inspection. Otherwise, delivery will be deemed to occur on the notified inspection date. In the event that Buyer fails to make inspection of the Apparatus on the notified completion date (or within the ten (10) business day period thereafter, if applicable), Company reserves the right thereafter, at Company's option:

a. to arrange for shipment of the Apparatus to the dealer by the drive-away service of Company's choice, at Buyer's sole expense, and to charge the Customer the full invoice price for the Apparatus, which shall be paid for in the manner specified in paragraph 2; or

b. to dispose of the Apparatus by sale to any other party, and if the price received on account thereof shall be less than the price specified in paragraph 2, Buyer shall be liable for the difference together with all costs of disposal; or

c. to hold the Apparatus at the Company's plant until such time as Buyer makes inspection, and to charge Buyer a storage fee for each day, calculated pro-rata for each day at an annual rate of 18% on the price specified in paragraph 2.

Buyer shall bear the risk of loss or damage to all Apparatus remaining in the possession of the Company after the notified completion date (or more than ten (10) business days after the notified delivery date, if applicable) except when the Apparatus is in the possession of a Company contracted drive-away service.

**6.) Buyer's Cancellation for Convenience.** If Buyer tenders any cancellation hereunder, Buyer shall nevertheless accept delivery of all products which are completed at the time of cancellation. Those products which constitute work-in-process inventory at the time of cancellation shall be paid for by Buyer at a price equal to the completed percentage of the product multiplied by the price specified in Paragraph 2. Buyer also shall pay promptly to Company the costs of settling and paying claims arising out of the termination of work under Company's subcontracts or vendors, plus an additional 15% to defray Company's accounting, legal, and clerical costs arising out of the cancellation.

**7.) Title:** The Company and Buyer agree that the Manufacturer's Certificate of Origin shall remain with the Company until the Company has been paid in full. Provided that the Company has been paid in full, the Certificate of Origin shall remain with the Company until the Apparatus leaves Company premises in the physical custody of the Buyer. Certificate of Origin will be sent to customer within ten business days after pick up of vehicle. Upon pick up by Buyer, responsibility for title application, ownership and risk of loss shall pass from Company to Buyer.

**8.) Warranty:** The Company warrants each new Apparatus manufactured against defects in material and workmanship for a period of one year from the in-service date per the Warranty Registration Card. Warranties beyond one year may be applicable to certain components of the Apparatus as described in the Statements of Warranty previously provided to the Buyer. This warranty is in favor of the original user/purchaser, in accordance with the Company's preprinted Statements of Warranty which are either attached to the Agreement or have otherwise been delivered to Buyer. Buyer hereby acknowledges receipt of the Company's preprinted Statements of Warranty.



With respect to any Apparatus not manufactured by the Company, such items shall not be warranted by the Company but shall be subject to the warranty provided by the manufacturer.

These warranties are in lieu of all other warranties, whether express or implied, and THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.) **Notices:** The parties to this Agreement designate **City of Waite Park, MN**, as representative of the Buyer and Fire Safety USA, Inc. as representative of the Company for purposes of all communications regarding this Agreement.

10.) **Waiver of Jury Trial:** The parties to this Agreement agree that any dispute arising hereunder, if brought before a court having proper jurisdiction, shall be adjudicated in a bench trial and the parties expressly waive any right to have such matter(s) tried before a jury.

11.) **Entire Agreement:** This Agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior discussions and Agreements. No agent or representative of the Company has authority to make any representations, statements, warranties or Agreements not herein expressed and all modifications or amendments of this Agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the parties hereto.

12.) **Acceptance by Company:** This Agreement shall not constitute a valid and binding obligation of the Company until accepted in writing by an officer of the Company at its offices in Rochester, Minnesota. When requested by the Company, the Buyer shall furnish a satisfactory written opinion of the Buyer's attorney that the Buyer has the power to make the Agreement, that the individual signing is authorized to sign on behalf of the Buyer, and that this Agreement is a valid, legal and enforceable obligation of the Buyer.

**IN WITNESS WHEREOF,** The Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

**BUYER:**

**CITY OF WAITE PARK, MN**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPANY:**

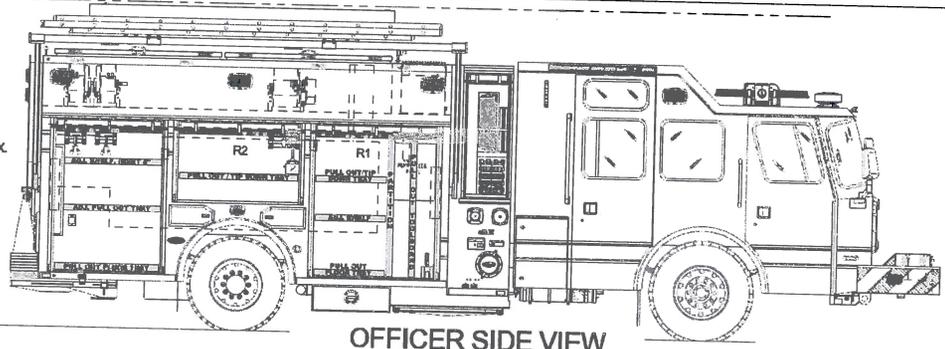
**FIRE SAFETY USA, INC.**

By: \_\_\_\_\_  
Ryan Clarey, Fire Safety USA, Inc.

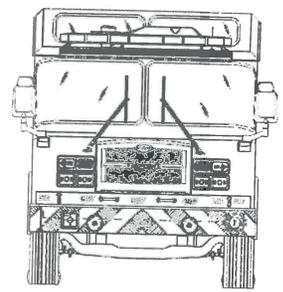
Title: Dealer Principal

Date: \_\_\_\_\_

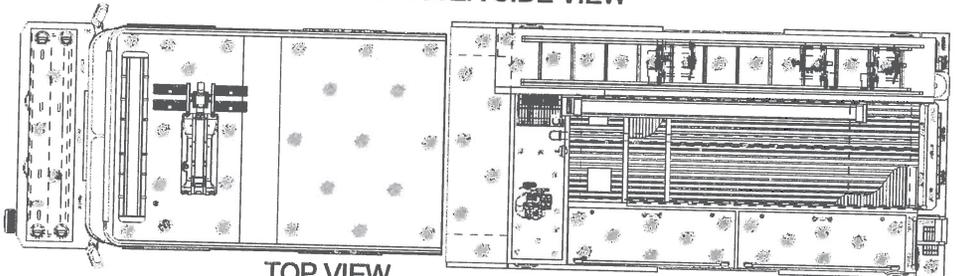
139 (11'-7" FT.) APPROX.



OFFICER SIDE VIEW



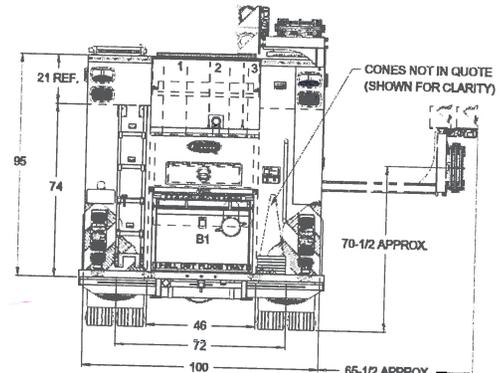
FRONT VIEW



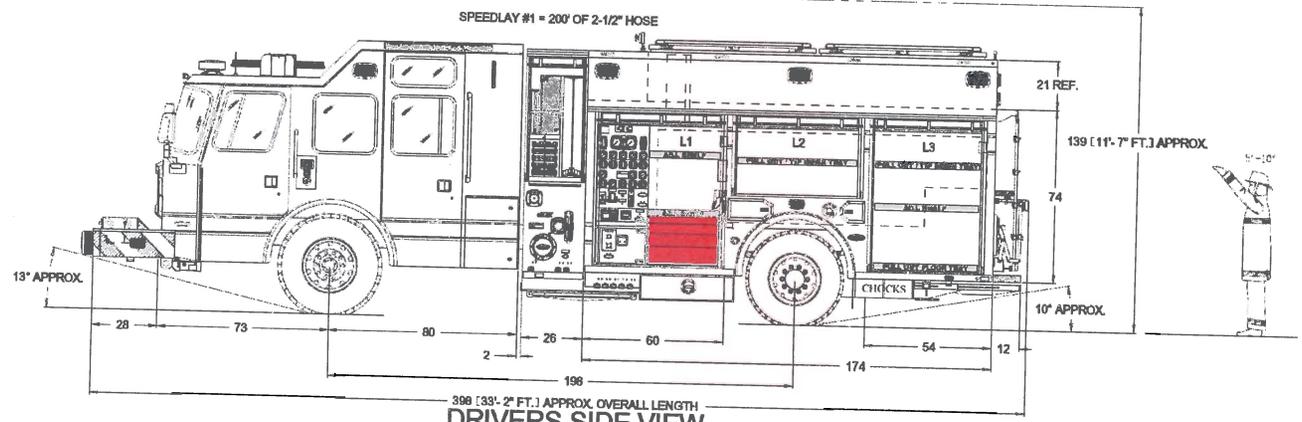
TOP VIEW

COMPARTMENT DIMENSIONS		
COMPT.	CLEAR DOOR OPENING (W x H):	COMPARTMENT INTERIOR (W x H x L/D/D):
L1	51-1/2"W x 59-1/2"H	56"W x 70"H x 27"D
L2	51-1/2"W x 28-1/4"H	60"W x 38-3/4"H x 27"D
L3	45-1/2"W x 59-1/2"H	50"W x 70"H x 27"D
R1	51-1/2"W x 59-1/2"H	56"W x 70"H x 27"D
R2	38-1/2"W x 28-1/4"H	60"W x 38-3/4"H x 27"D
R3	45-1/2"W x 59-1/2"H	50"W x 70"H x 27"D
B1	36"W x 38-3/4"H	46"W x 35"H x 26"D

HOSE BED LAYOUT:  
 BED 1 = 800' OF 5" HOSE  
 BED 2 = 750' OF 2-1/2" HOSE  
 PRECONNECT  
 BED 3 = 750' OF 1-3/4" HOSE



REAR VIEW



DRIVERS SIDE VIEW

THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.

This print is the property of E-ONE, Inc. and is loaned to you subject to return on demand, unless otherwise agreed to in writing by E-ONE, Inc. Its contents are confidential and must not be copied or submitted to third parties for use or examination.

**SALES REFERENCE ONLY**

REV.	REVISION NOTE / COB:	DATE:	DRAWN BY:	Tolerance:	Units:
-	INITIAL DRAWING TO MATCH QUOTE REV. 36	121415	R.S.	Lin: .50" Ang: .50"	Inches (mm Imports Only)
				Dealer:	Water Tank Capacity:
				FIRE SAFETY USA	700 GALLON TANK
				GENERATOR:	(630 WATER / 30 FOAM NET)
				SMART POWER 15KW	
				Misc:	Misc:

**E-ONE**  
**WAITE PARK FIRE DEPARTMENT**  
 QUOTE NO. 75869 (PSEM-TYPH)  
 E-MAX RESCUE PUMPER 780 GALLON TANK / 660 NET  
 TYPHOON EXTENDED 18" VISTA  
 FILE NAME: 75869 WAITE PARK FIRE DEPARTMENT

**Agenda Item No. 3**

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  
03/11/2016 10:34:09

Schedule of Bills

CITY OF WAITE PARK  
GL050S-V08.00 COVERPAGE  
GL540R

Report Selection:

RUN GROUP... 0316D2 COMMENT...

DATA-JE-ID DATA COMMENT  
-----

D-03112016-209 031116 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 CK-BLDG INSP	45.00	OPERATING SUPPLIES	101.4140.2100		0220169427S	026798	P	209	00001
ALL CARE TOWING INC TOW KIA SORENTO	72.00	TOWING	817.4110.3910		170386	000088	P	209	00002
BATTERIES PLUS SPECIAL BATT 12V LED	16.95	REPAIR & MAINTENANCE SUP	703.4825.2200		036-426552	026877	P	209	00003
BOUND TREE MEDICAL LLC DEFIB/AED BATTERIES	567.04	REPAIR & MAINTENANCE	101.4110.3700		82062434	000090	P	209	00004
CENTRAL HYDRAULICS INC QUICK COUPLERS-PLOW TR	137.48	REPAIR & MAINTENANCE SUP	101.4212.2200		0073602	026933	P	209	00005
CENTRAL SERVICE INC HEADLAMP SOCKET REP #203	32.20	REPAIR & MAINTENANCE	101.4110.3700		14129	000105	P	209	00006
CENTURYLINK 0316 PHONE-COMM PARK	32.41	COMMUNICATIONS	101.4552.3100		030116			209	00170
CHARTER COMMUNICATIONS 0315-041416 INTERNET WH	69.98	COMMUNICATIONS	101.4552.3100		030516			209	00171
CITY OF ST CLOUD									
0116 OPER & MAINT	18,477.40	OPERATIONS & MAINTENANCE	709.4842.2160		AR000416			209	00227
0116 OPER & MAINT CONV	4,324.85	OPERATIONS & MAINTENANCE	709.4841.2160		AR000416			209	00228
0116 REHAB & REPLACE	2,431.04	REHAB & REPLACE	709.4842.3730		AR000416			209	00229
0116 REHAB & REPLACE CON	822.01	REHAB & REPLACE	709.4841.3730		AR000416			209	00230
0116 DEBT SVC - WWTF EXP	17,692.00	DEBT SERVICE	709.4842.4845		AR000416			209	00231
0116 DEBT SVC - TRI/SIS	14,279.00	DEBT SERVICE TRI-CITY/SI	709.4841.4845		AR000416			209	00232
0116 DEBT SVC - SIS PH 3	4,635.00	DEBT SERVICE TRI-CITY/SI	709.4841.4845		AR000416			209	00233
0116 DEBT SVC - SIS PH 4	8,886.00	DEBT SERVICE TRI-CITY/SI	709.4841.4845		AR000416			209	00234
0116 EXISTING DEBT	1,998.21	EXISTING DEBT	709.4842.4846		AR000416			209	00235
	73,545.51	*VENDOR TOTAL							
CONVENTION VISITORS BURE 0116 H/M TAX-MOTEL 6	1,008.80	PAYMENTS TO CHAMBER	601.4440.4441		013116			209	00222
DARREL NEMETH INC 0216 ELECTRIC INSPECTION	1,442.45	FEES PAID TO ELECTRICAL	101.4140.4080		022916			209	00223
DE LAGE LANDEN FINANCIAL 0315-041416 PD COPIER	239.82	SERVICE CONTRACT	101.4110.4015		49207931	000101	P	209	00007
ELECTRIC PUMP LIFT STATION FLOATS (2)	116.76	REPAIR & MAINTENANCE SUP	709.4841.2200		0057294-IN	026868	P	209	00008
ELLIOTT AUTO SUPPLY CO I WIPER BLADES #410	42.06	REPAIR & MAINTENANCE SUP	709.4843.2200		124-013496	026951	P	209	00009

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
FIRST AMERICAN TITLE COM TITLE/ASST SEARCH-MARTIN TITLE/ASST SEARCH-SIS	776.00 684.00 1,460.00	LAND ACQUISITION - ROW LAND ACQUISITION - ROW *VENDOR TOTAL	442.4750.5500 442.4750.5500		12214-33291124 12214-33291125			209	00258 00257
FLAHERTY HOOD PA 0216 LABOR/EMP SERVICES 0216 COPIES	115.00 2.40 117.40	LEGAL SERVICES LEGAL SERVICES *VENDOR TOTAL	101.4060.3005 101.4060.3005		8687 8687			209	00172 00173
FLEET ONE LLC 0216 FUEL BI 0216 FUEL PD 0216 PD SQUAD WASHES 0216 FUEL PW 0216 FUEL WTR 0216 FUEL SWR 0216 FUEL FD	9.69 2,189.53 55.00 1,017.99 360.72 36.01 36.97 3,705.91	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		4473390052 4473390052 4473390052 4473390052 4473390052 4473390052 4473390052			209	00133 00134 00135 00136 00137 00138 00139
FREIGHTLINER OF ST CLOUD BRAKES/ETC REP #441	2,115.62	REPAIR & MAINTENANCE SUP	101.4212.2200		126545	026936 P	209	00010	
G&K SERVICES 0216 UNIFORMS PW 0216 UNIFORMS WTR 0216 UNIFORMS SWR 0216 TOWELS PW 012816 RUGS LIBRARY 012816 RUGS PW 021116 RUGS LIBRARY 021116 RUGS CL 021116 RUGS FD 021116 RUGS CH 021116 RUGS PD 021116 RUGS PARKS 021116 RUGS WTR 021116 RUGS SWR 021116 RUGS PW 022516 RUGS LIBRARY 022516 RUGS PW	93.55 23.70 33.55 8.75 7.92 8.40 7.92 3.12 12.72 6.72 17.52 4.32 6.20 6.20 8.40 7.92 8.40 265.31	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 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 101.4120.4012 101.4051.4012 101.4120.4012 101.4094.4012 101.4110.4012 101.4552.4012 703.4825.4012 709.4843.4012 101.4212.4012 101.4095.4012 101.4212.4012		022916 022916 022916 022916 1043393278 1043393299 1043404317 1043404319 1043404319 1043404319 1043404319 1043404320 1043404334 1043404334 1043404338 1043415419 1043415440			209	00024 00025 00026 00027 00014 00011 00015 00017 00018 00019 00020 00021 00022 00023 00012 00016 00013
GOPHER STATE ONE CALL IN 0216 LOCATES WTR 0216 LOCATES SWR	13.05 13.05 26.10	EXPENSES OF GOPHER STATE EXPENSES OF GOPHER STATE *VENDOR TOTAL	703.4825.5000 709.4843.5000		6020778 6020778			209	00028 00029
GRANITE ELECTRONICS SWITCHES/ETC INSP #204	76.00	REPAIR & MAINTENANCE	101.4110.3700		108000062-1	000107 P	209	00033	

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
GRANITE ELECTRONICS	GARMIN GPS INSTALL #214	81.00	REPAIR & MAINTENANCE	101.4110.3700		130000044-1	000106	P	209	00034
	PAGER REPAIR #136WLU6911	29.00	REPAIR & MAINTENANCE	101.4120.3700		153000959-1	026713	P	209	00030
	LIGHT BAR REPL-PD ALL	3,162.21	REPAIR & MAINTENANCE	101.4110.3700		153000980-1	000103	P	209	00032
	MICROPHONE #211	87.30	REPAIR & MAINTENANCE	101.4110.3700		153001250-1	000092	P	209	00031
		3,435.51	*VENDOR TOTAL							
GUNTHER/TIM	022416 MILES RD MAIN REI	37.95	TRAINING/TRAVEL/HOTEL	101.4212.3200		022416			209	00035
INNOVATIVE OFFICE SOLUTI	DVD-R'S/PAPER-PD	85.80	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN1097253	000085	P	209	00037
	BINDER CLIPS-PD	23.96	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN1097254	000086	P	209	00036
		109.76	*VENDOR TOTAL							
INTEGRA TELECOM	0223-032216 PHONES/LD MA	22.09	COMMUNICATIONS	101.4021.3100						
	0223-032216 PHONES/LD CL	116.73	COMMUNICATIONS	101.4051.3100		13680172			209	00174
	0223-032216 PHONES CH	29.24	COMMUNICATIONS	101.4094.3100		13680172			209	00175
	0223-032216 PHONES/LD PD	199.01	COMMUNICATIONS	101.4110.3100		13680172			209	00176
	0223-032216 PHONES/LD FD	24.10	COMMUNICATIONS	101.4120.3100		13680172			209	00177
	0223-032216 PHONES/LD BI	113.28	COMMUNICATIONS	101.4140.3100		13680172			209	00178
	0223-032216 PHONES/LD PW	110.00	COMMUNICATIONS	101.4212.3100		13680172			209	00179
	0223-032216 PHONES WTR	73.10	COMMUNICATIONS	703.4825.3100		13680172			209	00180
	0223-032216 PHONES SWR	41.40	COMMUNICATIONS	709.4843.3100		13680172			209	00181
	0223-032216 PHONES PD	41.40	COMMUNICATIONS	101.4110.3100		13680172			209	00182
	0223-032216 PHONES LIB	124.14	COMMUNICATIONS	101.4095.3100		13680172			209	00183
	0223-032216 PHONES WTR	124.13	COMMUNICATIONS	703.4825.3100		13680172			209	00184
	0223-032216 PHONES SWR	41.40	COMMUNICATIONS	709.4843.3100		13680172			209	00185
	0223-032216 PHONES PW	41.40	COMMUNICATIONS	101.4212.3100		13680172			209	00186
	0223-032216 PHONES PD	20.70	COMMUNICATIONS	101.4110.3100		13680172			209	00187
	0223-032216 PHONES CH	20.70	COMMUNICATIONS	101.4094.3100		13680172			209	00188
	0223-032216 PHONES CH	41.40	COMMUNICATIONS	101.4094.3100		13680172			209	00189
		1,215.92	*VENDOR TOTAL						209	00190
JOHNSON/SHAUNNA	0228-031016 AIR-AMPHI CF	340.20	TRAINING/TRAVEL/HOTEL	101.4051.3200		021616			209	00236
	0228-031016 SHUTTLE-AMPH	72.50	TRAINING/TRAVEL/HOTEL	101.4051.3200		021616			209	00237
		412.70	*VENDOR TOTAL							
KEVIN MRZENA	TRUCK PARTS #2/5/3/6/GR	48.83	REPAIR & MAINTENANCE	101.4120.3700		6644	026718	P	209	00042
	TRUCK LABOR #2/5/3/6/GR	637.50	REPAIR & MAINTENANCE	101.4120.3700		6644	026718	P	209	00043
		686.33	*VENDOR TOTAL							
KLINFELTER'S ENF & EMER	GLOCK MAGAZINES (6)	126.00	OPERATING SUPPLIES	101.4110.2100		295652-01	000109	P	209	00039
	AMMUNITION PRACT (160)	3,038.40	AMMUNITION	101.4110.2130		299098	000084	P	209	00040
	AMMUNITION DUTY (40)	759.60	AMMUNITION	101.4110.2130		299098	000084	P	209	00041

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
KLINFELTER'S ENF & EMER	PANTS/SHIRT/ETC-PG	108.88	UNIFORMS	101.4110.2120		301013-01	000110	P	209	00038
		4,032.88	*VENDOR TOTAL							
LAKE REGION FIREFIGHTERS	2016 DUES	40.00	MISC - DUES	101.4120.4010		2016	026717	P	209	00044
LENNYS CROSSROADS AUTO,	HEADLIGHT/ETC REPL #204	63.44	REPAIR & MAINTENANCE	101.4110.3700		9173	000100	P	209	00045
MAILROOM FINANCE INC										
	020816 POSTAGE MISC	145.82	OFFICE SUPPLIES/POSTAGE	101.4051.2000		030216				
	020816 POSTAGE PD	217.61	OFFICE SUPPLIES/POSTAGE	101.4110.2000		030216			209	00203
	020816 POSTAGE FD	1.02	OFFICE SUPPLIES/POSTAGE	101.4120.2000		030216			209	00204
	020816 POSTAGE BI	24.69	OFFICE SUPPLIES/POSTAGE	101.4140.2000		030216			209	00205
	020816 POSTAGE PUBLIC HR	23.77	OFFICE SUPPLIES/POSTAGE	101.4140.2000		030216			209	00206
	020816 POSTAGE PW	22.70	OFFICE SUPPLIES/POSTAGE	101.4212.2000		030216			209	00207
	020816 POSTAGE WTR	14.19	OFFICE SUPPLIES/POSTAGE	703.4825.2000		030216			209	00208
	020816 POSTAGE SWR	14.19	OFFICE SUPPLIES/POSTAGE	709.4843.2000		030216			209	00209
	020816 POSTAGE ST SWR	5.68	OFFICE SUPPLIES/POSTAGE	715.4224.2000		030216			209	00210
	022616 POSTAGE MISC	76.42	OFFICE SUPPLIES/POSTAGE	101.4051.2000		030216			209	00211
	022616 POSTAGE PD	169.40	OFFICE SUPPLIES/POSTAGE	101.4110.2000		030216			209	00212
	022616 POSTAGE FD	0.23	OFFICE SUPPLIES/POSTAGE	101.4120.2000		030216			209	00213
	022616 POSTAGE BI	6.04	OFFICE SUPPLIES/POSTAGE	101.4140.2000		030216			209	00214
	022616 POSTAGE RENTAL	73.87	OFFICE SUPPLIES/POSTAGE	101.4141.2000		030216			209	00215
	022616 POSTAGE PLAN	0.71	OFFICE SUPPLIES/POSTAGE	101.4031.2000		030216			209	00216
	022616 POSTAGE PW	30.42	OFFICE SUPPLIES/POSTAGE	101.4212.2000		030216			209	00217
	022616 POSTAGE WTR	19.01	OFFICE SUPPLIES/POSTAGE	703.4825.2000		030216			209	00218
	022616 POSTAGE SWR	19.01	OFFICE SUPPLIES/POSTAGE	709.4843.2000		030216			209	00219
	022616 POSTAGE ST SWR	7.60	OFFICE SUPPLIES/POSTAGE	715.4224.2000		030216			209	00220
		872.38	*VENDOR TOTAL						209	00221
MARCO INC										
	CORDLESS HANDSET INST-JT	168.75	REPAIR & MAINT-TECHNOLOG	101.4110.3711		INV3135124	000089	P	209	00046
MARCO INC										
	0316 PHONE LEASE PD	583.38	COMMUNICATIONS	101.4110.3100		18378799			209	00191
	0316 PHONE LEASE CL	183.81	COMMUNICATIONS	101.4051.3100		18378799			209	00192
	0316 PHONE LEASE BI	75.43	COMMUNICATIONS	101.4140.3100		18378799			209	00193
	0316 PHONE LEASE CH	193.66	COMMUNICATIONS	101.4094.3100		18378799			209	00194
	0316 PHONE LEASE MAYOR	23.65	COMMUNICATIONS	101.4021.3100		18378799			209	00195
	0316 PHONE LEASE EOC	164.34	COMMUNICATIONS	101.4191.3100		18378799			209	00196
	0316 PHONE LEASE PLAN	23.65	COMMUNICATIONS	101.4091.3100		18378799			209	00197
	0316 PHONE LEASE FD	65.56	COMMUNICATIONS	101.4120.3100		18378799			209	00198
	0316 PHONE LEASE PW	89.21	COMMUNICATIONS	101.4212.3100		18378799			209	00199
	0316 PHONE LEASE WTR	28.13	COMMUNICATIONS	703.4825.3100		18378799			209	00200
	0316 PHONE LEASE SWR	47.30	COMMUNICATIONS	709.4843.3100		18378799			209	00201
		1,478.12	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MARK J TRAUT WELLS INC OIL SAFE ACID-CH ELEV	50.00	REPAIR & MAINTENANCE SUP	101.4094.2200		285063	027023	P	209	00047
MENARDS ROPE	17.96	REPAIR & MAINTENANCE SUP	703.4825.2200		16403	026873	P	209	00049
AIR FILTERS-PD RANGE	44.45	OPERATING SUPPLIES	101.4110.2100		16612	000081	P	209	00048
	62.41	*VENDOR TOTAL							
MIDWAY IRON METAL CO INC STEEL #408 TOMMY GATE	34.37	REPAIR & MAINTENANCE SUP	101.4212.2200		302816	026941	P	209	00050
MINNEAPOLIS FINANCE DEPT 2016 APS QUERY FEE	204.00	REPAIR & MAINT-TECHNOLOG	101.4110.3711		1241	000093	P	209	00051
MN COUNTY ATTORNEYS ASSN 2012 FORFEITURE FORMS	22.00	PRINTING & BINDING	101.4110.3400		200000136	000102	P	209	00052
MN ELEVATOR INC ANNUAL SVC CONTRACT-CH	750.33	REPAIR & MAINTENANCE	101.4094.3700		654901	027027	P	209	00053
ANNUAL SVC CONTRACT-LIB	240.84	REPAIR & MAINTENANCE	101.4095.3700		654901	027027	P	209	00054
	991.17	*VENDOR TOTAL							
MN VALLEY TESTING LABORA 022316 WATER TESTS	223.00	SEWER TESTING	709.4843.4844		796964				209 00055
MULTI MEDIA HOLDINGS COR 013016 PB HR HIGHER GRND	67.90	ADVERTISEMENTS	101.4031.3300		0004313930				209 00253
020516 AD 4 BIDS-SIS DEM	479.20	LEGAL FEES	442.4214.6302		0004313930				209 00254
020516 AD 4 BIDS-17TH AV	489.40	LEGAL FEES	442.4214.6302		0004313930				209 00255
021316 PB HR TAX ABATE	91.70	ADVERTISEMENTS	101.4051.3300		0004313930				209 00256
	1,128.20	*VENDOR TOTAL							
NEOPOST USA INC 022916 POSTAGE INK/TAPES	40.40	OFFICE SUPPLIES/POSTAGE	101.4051.2000		GPAR48647				209 00140
022916 POSTAGE INK/TAPES	40.40	OFFICE SUPPLIES/POSTAGE	101.4110.2000		GPAR48647				209 00141
022916 POSTAGE INK/TAPES	20.20	OFFICE SUPPLIES/POSTAGE	101.4120.2000		GPAR48647				209 00142
022916 POSTAGE INK/TAPES	40.40	OFFICE SUPPLIES/POSTAGE	101.4212.2000		GPAR48647				209 00143
022916 POSTAGE INK/TAPES	25.25	OFFICE SUPPLIES/POSTAGE	703.4825.2000		GPAR48647				209 00144
022916 POSTAGE INK/TAPES	25.25	OFFICE SUPPLIES/POSTAGE	709.4843.2000		GPAR48647				209 00145
022916 POSTAGE INK/TAPES	10.10	OFFICE SUPPLIES/POSTAGE	715.4224.2000		GPAR48647				209 00146
	202.00	*VENDOR TOTAL							
NORTHLAND SECURITIES INC TIF CONSULTING-SILVER LF	1,200.00	CONSULTANTS	101.4051.3010		4445				209 00147
ORTEL ARCHITECTS ARCHITECHT SVC PYT #1-PW	15,000.00	CONSULTANTS - ENGINEERIN	101.4211.3010		1	026335	P	209	00238
ARCHITECHT EXP PYT #1-PW	345.60	CONSULTANTS - ENGINEERIN	101.4211.3010		1	026335	P	209	00239
	15,345.60	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
POWERHOUSE OUTDOOR EQUIP	EXTRICATION PUMP REP #E5	123.38	REPAIR & MAINTENANCE	101.4120.3700		352445	026710	P	209	00056
RAJKOWSKI HANSMEIER LTD	0216 CRIMINAL	6,562.50	LEGAL SERVICES	101.4110.3005		72220			209	00241
	0216 PLAT-17TH AV S PH 2	40.50	LEGAL FEES	442.4214.6302		72239			209	00242
	0216 SIS-17TH AVE S PH 2	236.25	LEGAL FEES	442.4214.6302		72239			209	00243
	0216 COMMISSIONERS HR	129.00	LEGAL FEES	442.4214.6302		72239			209	00244
	0216 MARTIN MAR-17TH P 2	67.50	LEGAL FEES	442.4214.6302		72239			209	00245
	0216 17TH AVE S PH 2	33.75	LEGAL FEES	442.4214.6302		72239			209	00246
	0216 MEETINGS	129.00	LEGAL SERVICES	101.4060.3005		72240			209	00247
	0216 HOTEL REGULATIONS	256.50	LEGAL SERVICES	101.4110.3005		72240			209	00248
	0216 PD DATA REQUESTS	600.00	LEGAL SERVICES	101.4060.3005		72240			209	00249
	0216 DATA REQUESTS	350.00	LEGAL SERVICES	101.4060.3005		72240			209	00250
	0216 ANNEXATION	40.50	LEGAL SERVICES	101.4060.3005		72240			209	00251
	0216 PERSONNEL	27.00	LEGAL SERVICES	101.4060.3005		72241			209	00240
		8,472.50	*VENDOR TOTAL							
SELECT ACCOUNT										
	0316 HSA USER FEE CL	14.80	HOSPITALIZATION INSURANC	101.4051.1500		1139271			209	00148
	0316 HSA USER FEE PLAN	4.00	HOSPITALIZATION INSURANC	101.4091.1500		1139271			209	00149
	0316 HSA USER FEE CH	2.00	HOSPITALIZATION INSURANC	101.4094.1500		1139271			209	00150
	0316 HSA USER FEE PD	76.90	HOSPITALIZATION INSURANC	101.4110.1500		1139271			209	00151
	0316 HSA USER FEE BI	4.00	HOSPITALIZATION INSURANC	101.4140.1500		1139271			209	00152
	0316 HSA USER FEE PW	18.69	HOSPITALIZATION INSURANC	101.4212.1500		1139271			209	00153
	0316 HSA USER FEE SNOW	3.27	HOSPITALIZATION INSURANC	101.4213.1500		1139271			209	00154
	0316 HSA USER FEE ST SWR	0.72	HOSPITALIZATION INSURANC	715.4224.1500		1139271			209	00155
	0316 HSA USER FEE PARKS	4.26	HOSPITALIZATION INSURANC	101.4552.1500		1139271			209	00156
	0316 HSA USER FEE WTR	13.78	HOSPITALIZATION INSURANC	703.4825.1500		1139271			209	00157
	0316 HSA USER FEE SWR	8.38	HOSPITALIZATION INSURANC	709.4843.1500		1139271			209	00158
		150.80	*VENDOR TOTAL							
SHERWIN WILLIAMS	PAINT (1 GAL) -CH	32.42	REPAIR & MAINTENANCE SUP	101.4094.2200		5624-9	026557	P	209	00059
SIS/CHRIS	121115-010816 XCEL REIMB	21.20	LAND ACQUISITION - ROW	442.4750.5500		010816			209	00202
ST CLOUD TECHNICAL COLLEGE	0125-031416 1ST RESP TR	650.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		00165140	000063	P	209	00252
STEARNS COUNTY AUDITOR T	FORFEITURE-COUNTY PORT	30.00	MISC - TITLE FEES	818.4110.4010		15603720	000079	P	209	00060
	FORFEITURE-STATE PORT	60.00	MISC - TITLE FEES	818.4110.4010		15603720	000079	P	209	00061
	FORFEITURE-COUNTY PORT	20.00	MISC - TITLE FEES	818.4110.4010		15607595	000078	P	209	00062
	FORFEITURE-STATE PORT	40.00	MISC - TITLE FEES	818.4110.4010		15607595	000078	P	209	00063
		150.00	*VENDOR TOTAL							
STEARNS ELECTRIC ASSN	0216 ST LIGHT CR 6	15.95	PUBLIC UTILITY SERVICES	101.4217.3600		032516			209	00064

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
TENVOORDE FORD INC	ELEC SYST DIAGNOSIS #214	140.34	REPAIR & MAINTENANCE	101.4110.3700		6106574/1	000091	P	209	00065
TRI COMM SECURITY SERVIC	FIRE DOOR MAGNET-CH	415.00	OFFICE SUPPLIES/POSTAGE	101.4094.2000		21067	027025	P	209	00066
	ANNUAL FIRE/SPRINK INSP	1,492.00	REPAIR & MAINTENANCE SUP	101.4094.2200		21075	027024	P	209	00067
		1,907.00	*VENDOR TOTAL							
VACUUM CENTER & SEWING R	VACUUM/FILTERS-CH	325.77	REPAIR & MAINTENANCE SUP	101.4094.2200		161801	027015	P	209	00102
VERIZON WIRELESS SERVICE	CELLS PD	391.59	COMMUNICATIONS	101.4110.3100		9760947334				
	CELLS FD	16.87	COMMUNICATIONS	101.4120.3100		9760947334			209	00159
	CELLS PLAN	60.77	COMMUNICATIONS	101.4091.3100		9760947334			209	00160
	CELLS CL	60.77	COMMUNICATIONS	101.4051.3100		9760947334			209	00161
	CELLS PW	107.21	COMMUNICATIONS	101.4212.3100		9760947334			209	00162
	CELLS WTR	53.61	COMMUNICATIONS	703.4825.3100		9760947334			209	00163
	CELLS SWR	53.60	COMMUNICATIONS	709.4843.3100		9760947334			209	00164
	CELLS TASK F	149.67	COMMUNICATIONS - TASK FO	101.4110.3110		9760947334			209	00165
	BBAND/EQUIP	722.90	COMMUNICATIONS	101.4212.3100		9760947334			209	00166
	BBAND/EQUIP	361.45	COMMUNICATIONS	703.4825.3100		9760949183			209	00167
	BBAND/EQUIP	361.45	COMMUNICATIONS	709.4843.3100		9760949183			209	00168
		2,339.89	*VENDOR TOTAL						209	00169
VISA	0321-032316 REG MPCA WS	300.00	TRAINING/TRAVEL/HOTEL	709.4843.3200		02291				
	BATT/SD CARD/ETC-FD CAM	359.96	OFFICE SUPPLIES/POSTAGE	101.4120.2000		022916	026711	P	209	00076
	DUCT TAPE/BATT/ETC-FD	58.66	REPAIR & MAINTENANCE SUP	101.4120.2200		022916	026709	P	209	00068
	020816 ICE MULTI MTGS-CH	1.98	REPAIR & MAINTENANCE SUP	101.4094.2200		022916	026926	P	209	00069
	DIXI CUPS (2) PW	6.64	REPAIR & MAINTENANCE SUP	101.4212.2200		022916	027011	P	209	00070
	MS OFFICE SOFTWARE-WS	75.15	OFFICE SUPPLIES/POSTAGE	703.4825.2000		022916	027011	P	209	00071
	INK/SHEET PROTECT-SHOP	84.27	REPAIR & MAINTENANCE SUP	101.4212.2200		022916	026334	P	209	00072
	0308-030916 REG AQ OP-DM	296.50	TRAINING/TRAVEL/HOTEL	101.4554.3200		022916	026939	P	209	00073
	0321-032316 REG MPCA-DM	300.00	TRAINING/TRAVEL/HOTEL	709.4843.3200		022916			209	00074
	SERVING TRAYS/CONTAINERS	29.88	OFFICE SUPPLIES/POSTAGE	101.4212.2000		022916			209	00075
	CUTTING BOARD	16.99	REPAIR & MAINTENANCE SUP	703.4825.2200		022916	026332	P	209	00077
	PENS/DIVIDERS	31.50	OFFICE SUPPLIES/POSTAGE	101.4212.2000		022916	026874	P	209	00078
	BEDLINER PAINT #408	43.78	REPAIR & MAINTENANCE SUP	101.4212.2200		022916	026333	P	209	00079
	LABEL TAPE/LAZER POINTER	62.60	REPAIR & MAINTENANCE SUP	101.4212.2200		022916	026944	P	209	00080
	020116 MEAL LEAD-DW	8.06	TRAINING/TRAVEL/HOTEL	101.4110.3200		022916	026943	P	209	00081
	0131-020116 HTL LEAD-DW	124.13	TRAINING/TRAVEL/HOTEL	101.4110.3200		022916			209	00082
	020116 FUEL LEAD-DW	20.70	TRAINING/TRAVEL/HOTEL	101.4110.3200		022916			209	00083
	0509-052016 REG SUPER-TD	1,000.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		022916			209	00084
	UTILITY TUB-PD	22.52	OPERATING SUPPLIES	101.4110.2100		022916			209	00085
	BALL/ROPE-PARKER	11.99	CANINE EXPENSES	101.4110.4011		022916	000042	P	209	00086
	FOOD CONTAINERS (2)-PARK	32.19	CANINE EXPENSES	101.4110.4011		022916	000047	P	209	00087
	BALL/ROPE RETURN-PARKER	11.99CR	CANINE EXPENSES	101.4110.4011		022916	000043	P	209	00088
	0330-033116 REG ALICE-AM	595.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		022916	000052	P	209	00089
	BIOMETRIC RIFLE SAFE	549.99	CANINE EXPENSES	101.4110.4011		022916			209	00090
	020916 MEAL CHIEF MTG-DB	10.50	TRAINING/TRAVEL/HOTEL	101.4110.3200		022916	000061	P	209	00091
						022916	000064	P	209	00092

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
VISA	0224-022516 REG BCA-DB	175.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		022916				
	0224-022516 HTL BCA-DB	148.87	TRAINING/TRAVEL/HOTEL	101.4110.3200		022916				
	0224-022516 REG BCA-TJ	175.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		022916			209	00093
	GARMIN GPS UNIT	88.18	REPAIR & MAINTENANCE	101.4110.3700		022916			209	00095
	DOG FOOD-PARKER	54.99	CANINE EXPENSES	101.4110.4011		022916	000053	P	209	00096
	031216 REG US PD K9-JB	60.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		022916	000068	P	209	00097
	CALLYO CREDITS-PHONE #'S	750.00	INVESTIGATIVE SUPPLIES	101.4110.2150		022916			209	00098
	SPEC BATT 3V LITHIUM-CAM	25.95	INVESTIGATIVE SUPPLIES	101.4110.2150		022916	000067	P	209	00099
	DOG TOY-PARKER	15.99	CANINE EXPENSES	101.4110.4011		022916	000082	P	209	00100
	0208-020916 CAR RENT-RIG	85.25	TRAINING/TRAVEL/HOTEL	101.4051.3200		022916	000098	P	209	00101
	IAVM MEMBERSHIP SJ-AMPHI	620.00	MISC - DUES	101.4051.4010		022916			209	00259
	0307-031016 REG IVAM-RM	815.00	TRAINING/TRAVEL/HOTEL	101.4021.3200		022916			209	00260
	0306-031016 AIR IVAM-RM	492.20	TRAINING/TRAVEL/HOTEL	101.4021.3200		022916			209	00261
	0306-031016 SHUTTLE-IVAM	80.00	TRAINING/TRAVEL/HOTEL	101.4021.3200		022916			209	00262
	CASH REGISTER RIBBONS	31.70	OFFICE SUPPLIES/POSTAGE	101.4051.2000		022916			209	00263
	CASH REGISTER RIBBONS	30.77	OFFICE SUPPLIES/POSTAGE	703.4825.2000		022916	010009	P	209	00264
	CASH REGISTER RIBBONS	30.76	OFFICE SUPPLIES/POSTAGE	709.4843.2000		022916	010009	P	209	00265
	020916 MEALS-AMPHI WK SE	26.64	TRAINING/TRAVEL/HOTEL	101.4051.3200		022916	010009	P	209	00266
	020916 MEALS-AMPHI WK SE	35.52	TRAINING/TRAVEL/HOTEL	101.4011.3200		022916	026795	P	209	00267
	020916 MEALS-AMPHI WK SE	44.35	TRAINING/TRAVEL/HOTEL	101.4552.3200		022916	026795	P	209	00268
	020916 MEAL-AMPHI WK SES	8.88	TRAINING/TRAVEL/HOTEL	101.4021.3200		022916	026795	P	209	00269
	020916 MEAL-AMPHI WK SES	8.88	TRAINING/TRAVEL/HOTEL	101.4212.3200		022916	026795	P	209	00270
	020916 MEAL-AMPHI WK SES	8.88	TRAINING/TRAVEL/HOTEL	101.4091.3200		022916	026795	P	209	00271
	WALL ORGANIZER-F COUNTER	27.87	OFFICE SUPPLIES/POSTAGE	101.4051.2000		022916	026795	P	209	00272
	WALL ORGANIZER-F COUNTER	27.04	OFFICE SUPPLIES/POSTAGE	703.4825.2000		022916	027041	P	209	00273
	WALL ORGANIZER-F COUNTER	27.04	OFFICE SUPPLIES/POSTAGE	709.4843.2000		022916	027041	P	209	00274
	02016 POP - AMPHI WK SES	19.92	TRAINING/TRAVEL/HOTEL	101.4051.3200		022916	027041	P	209	00275
	020916 MEAL-AMPHI WK SES	29.38	TRAINING/TRAVEL/HOTEL	101.4021.3200		022916	010010	P	209	00276
	020916 MEALS-AMPHI WK SE	117.51	TRAINING/TRAVEL/HOTEL	101.4011.3200		022916			209	00277
	020916 MEAL-AMPHI WK SES	29.38	TRAINING/TRAVEL/HOTEL	101.4212.3200		022916			209	00278
	020916 MEALS-AMPHI WK SE	58.75	TRAINING/TRAVEL/HOTEL	101.4051.3200		022916			209	00279
	02016 SNACKS-AMPHI WK S	32.56	TRAINING/TRAVEL/HOTEL	101.4051.3200		022916			209	00280
	0117-021616 MS ONLINE CL	224.00	SERVICE CONTRACT	101.4051.4015		022916			209	00281
	0117-021616 MS ONLINE FD	96.00	SERVICE CONTRACT	101.4120.4015		022916			209	00282
	0117-021616 MS ONLINE BI	64.00	SERVICE CONTRACT	101.4140.4015		022916			209	00283
	0117-021616 MS ONLINE PW	160.00	SERVICE CONTRACT	101.4212.4015		022916			209	00284
	0117-021616 MS ONLINE WT	96.00	SERVICE CONTRACT	703.4825.4015		022916			209	00285
	022816 BAGGAGE-AMPHI CON	25.00	TRAINING/TRAVEL/HOTEL	101.4051.3200		022916			209	00286
		8,878.26	*VENDOR TOTAL			022916			209	00287
WEERES/TODD D	SHOE REIMB	149.99	UNIFORMS	101.4110.2120		022916	000083	P	209	00103
WEST CENTRAL SANITATION	0216 REFUSE 1534 PICKUPS	25,334.74	OTHER CONTRACTUAL SERVIC	101.4223.4070		022916			209	00226
WILSON/DANIEL H	0116 RELOCATE CONSULT	1,176.75	LEGAL SERVICES	101.4060.3005		23623			209	00224
	0116 COPIES	1.00	LEGAL SERVICES	101.4060.3005		23623			209	00225
		1,177.75	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
XCEL ENERGY										
	0121-022216 1625 CTY RD	10.18	PUBLIC UTILITY SERVICES	101.4094.3600		491101351				
	0121-022216 901 GRANITE	169.89	PUBLIC UTILITY SERVICES	101.4217.3600		491111247			209	00127
	0121-022216 1395 2 ST S	249.51	PUBLIC UTILITY SERVICES	101.4217.3600		491125022			209	00118
	0121-022216 1621 CTY RD	9.00	PUBLIC UTILITY SERVICES	101.4094.3600		491131611			209	00120
	0121-022216 511 17 AV S	15.43	PUBLIC UTILITY SERVICES	101.4094.3600		491133876			209	00125
	0121-022216 325 10 AV S	95.25	PUBLIC UTILITY SERVICES	101.4217.3600		491136674			209	00124
	0121-022216 401 17 AV S	75.57	PUBLIC UTILITY SERVICES	101.4217.3600		491136728			209	00117
	0121-022216 1625 CTY RD	20.64	PUBLIC UTILITY SERVICES	101.4094.3600		491222016			209	00119
	0124-022316 LIBRARY	499.81	PUBLIC UTILITY SERVICES	101.4095.3600		491138841			209	00128
	0124-022316 BARTZ PARK	11.97	PUBLIC UTILITY SERVICES	101.4552.3600		491222016			209	00111
	0124-022316 GREAT OAK DR	136.52	PUBLIC UTILITY SERVICES	101.4217.3600		491232823			209	00121
	0124-022316 RIVERS EDGE	11.75	PUBLIC UTILITY SERVICES	101.4552.3600		491232823			209	00116
	0124-022316 14/16 3 ST N	272.58	PUBLIC UTILITY SERVICES	101.4217.3600		491253971			209	00122
	0121-022216 201 3 ST N	36.54	PUBLIC UTILITY SERVICES	101.4094.3600		491263017			209	00112
	0123-022216 2850 MEADOW	84.61	PUBLIC UTILITY SERVICES	709.4841.3600		491272984			209	00113
	0123-022216 1633 CTY RD	207.46	PUBLIC UTILITY SERVICES	101.4094.3600		491300413			209	00131
	0123-022316 CITY HALL	966.76	PUBLIC UTILITY SERVICES	101.4094.3600		491401387			209	00126
	0123-022316 CITY HALL	124.74	PUBLIC UTILITY SERVICES	101.4051.3600		491401387			209	00104
	0123-022316 CITY HALL	592.53	PUBLIC UTILITY SERVICES	101.4120.3600		491401387			209	00105
	0123-022316 CITY HALL	1,340.99	PUBLIC UTILITY SERVICES	101.4110.3600		491401387			209	00106
	0123-022316 CITY HALL	31.19	PUBLIC UTILITY SERVICES	101.4140.3600		491401387			209	00107
	0123-022316 CITY HALL	31.19	PUBLIC UTILITY SERVICES	703.4825.3600		491401387			209	00108
	0121-022216 WATER TOWERS	31.19	PUBLIC UTILITY SERVICES	709.4843.3600		491401387			209	00109
	0124-022316 WELLHOUSES	642.61	PUBLIC UTILITY SERVICES	703.4824.3600		491419576			209	00110
	0123-022316 SPLASH PAD	5,967.40	PUBLIC UTILITY SERVICES	703.4822.3600		491419576			209	00129
	0203-030216 810 3 ST N	713.90	PUBLIC UTILITY SERVICES	101.4554.3600		491441568			209	00130
	0204-030316 ST LIGHTS	9.43	PUBLIC UTILITY SERVICES	101.4217.3600		492312538			209	00123
		7,394.20	PUBLIC UTILITY SERVICES	101.4217.3600		492529159			209	00115
		19,752.84	*VENDOR TOTAL						209	00114
XEROX CORPORATION										
	0315-0216 FIREHOUSE CONT	2,539.00	SERVICE CONTRACT	101.4120.4015		1241338			026714 P	209 00132

ACS FINANCIAL SYSTEM  
03/11/2016 10:34:10

Schedule of Bills

CITY OF WAITE PARK  
GL540R-V08.00 PAGE 10

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
DESCRIPTION									
REPORT TOTALS:	189,237.12								

RECORDS PRINTED - 000285

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	
442	17TH AVE SOUTH	101,470.88
601	HOTEL MOTEL TAX	2,956.80
703	WATER FUND	1,008.80
709	SEWER FUND	8,038.39
715	STORMWATER FUND	75,516.15
817	DWI FORFEITURE	24.10
818	FORFEITURES	72.00
		150.00
TOTAL ALL FUNDS		189,237.12

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	189,237.12
TOTAL ALL BANKS		189,237.12

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

DATE ..... APPROVED BY .....

ACS FINANCIAL SYSTEM  
03/11/2016 08:43:55

Schedule of Bills

CITY OF WAITE PARK  
GL050S-V08.00 COVERPAGE  
GL540R

Report Selection:

RUN GROUP... 0316D1 COMMENT...

DATA-JE-ID DATA COMMENT  
-----

D-03102016-210 031016 MISC DISBURSEMENT

Run Instructions:

Jobq Banner Copies Form Printer  
L 01

Hold Space LPI Lines CPI CP SP RT  
N S 6 066 10

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CITY OF ST CLOUD *FY* 2015 FIBER NET MAIN	3,167.01	REPAIR & MAINT-TECHNOLOG	101.4110.3711		56257			210	00001
HEIDI SHUB PHOTOGRAPHY *FY* PHOTOS SIS PRO-17TH	435.00	LAND ACQUISITION - ROW	442.4750.5500		1215			210	00003
TACTICAL ADVANTAGE, LLC *FY* IMPACT MUFFS-SAFETY	715.00	SAFETY	101.4212.2300		123015	025890	P	210	00002
TOWN'S EDGE HOMES INC *FY* PRE-INSPEC TR HOMES	870.00	OTHER CONTRACTUAL SERVIC	101.4051.4070		030516			210	00005
TRI COMM SECURITY SERVIC *FY* ELECT DOORS-CH	3,453.50	CAPITAL EXPENDITURES	101.4094.5400		21038	025134	P	210	00004

ACS FINANCIAL SYSTEM  
03/11/2016 08:43:56

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:	8,640.51								

RECORDS PRINTED - 000005

ACS FINANCIAL SYSTEM  
03/11/2016 08:43:56

Schedule of Bills

CITY OF WAITE PARK  
GL060S-V08.00 RECAPPAGE  
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	
442	17TH AVE SOUTH	8,205.51
		435.00
TOTAL ALL FUNDS		8,640.51

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	8,640.51
TOTAL ALL BANKS		8,640.51

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

DATE ..... APPROVED BY .....  
.....  
.....

ACS FINANCIAL SYSTEM  
03/28/2016 10:15:03

Schedule of Bills

CITY OF WAITE PARK  
GL050S-V08.00 COVERPAGE  
GL540R

Report Selection:

RUN GROUP... 0313D3 COMMENT...

DATA-JE-ID DATA COMMENT  
-----

D-03242016-211 032416 MISC DISBURSEMENT

Run Instructions:

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

ACS FINANCIAL SYSTEM  
03/28/2016 10:15:03

Schedule of Bills

CITY OF WAITE PARK  
GL540R-V08.00 PAGE 1

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BACKER/CODY L *FY* 1215 MILES FFI TR	13.80	TRAINING/TRAVEL/HOTEL	101.4120.3200		122815		211 00002
CARLSON/BENJAMIN D *FY* 1215 MILES FF1 TR	13.80	TRAINING/TRAVEL/HOTEL	101.4120.3200		122815		211 00005
EGUIA/MARCUS A *FY* 1215 MILES FF1 TR	13.80	TRAINING/TRAVEL/HOTEL	101.4120.3200		122815		211 00004
HARMON III/JESS W *FY* 1215 MILES FF1 TR	13.80	TRAINING/TRAVEL/HOTEL	101.4120.3200		122815		211 00003
TACTICAL ADVANTAGE, LLC *FY* EAR MUFFS - PD	1,170.00	SAFETY	101.4212.2300		25891	025891 P	211 00001

ACS FINANCIAL SYSTEM  
03/28/2016 10:15:03

Schedule of Bills

CITY OF WAITE PARK  
GL540R-V08.00 PAGE 2

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
REPORT TOTALS:		1,225.20								

RECORDS PRINTED - 000005

ACS FINANCIAL SYSTEM  
03/28/2016 10:15:03

Schedule of Bills

CITY OF WAITE PARK  
GL060S-V08.00 RECAPPAGE  
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	1,225.20
TOTAL ALL FUNDS		1,225.20

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	1,225.20
TOTAL ALL BANKS		1,225.20

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

DATE ..... APPROVED BY .....

ACS FINANCIAL SYSTEM  
03/28/2016 10:15:09

Schedule of Bills

CITY OF WAITE PARK  
GL050S-V08.00 COVERPAGE  
GL540R

Report Selection:

RUN GROUP... 0316D4 COMMENT...

DATA-JE-ID DATA COMMENT  
-----

D-03282016-212 032816 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
AAA COURIER EXPRESS, LLC 0316 STORAGE #401/411	750.00	REPAIR & MAINTENANCE SUP	101.4212.2200		50485	026961	P	212	00001
ALESHIRE/JAMES 030416 MEAL FIRE SCHOOL	18.33	TRAINING/TRAVEL/HOTEL	101.4120.3200		031516			212	00002
030516 MEAL FIRE SCHOOL	8.58	TRAINING/TRAVEL/HOTEL	101.4120.3200		031516			212	00003
030616 MEAL FIRE SCHOOL	6.86	TRAINING/TRAVEL/HOTEL	101.4120.3200		031516			212	00004
0304-030616 MILES FIRE S	160.38	TRAINING/TRAVEL/HOTEL	101.4120.3200		031516			212	00005
	194.15	*VENDOR TOTAL							
ANDY'S TOWING LLC TOW VACTOR TO SHOP #601	125.00	REPAIR & MAINTENANCE SUP	101.4212.2200		170659	026952	P	212	00006
ATHMANN/JENNIFER 030416 MEAL FIRE SCHOOL	17.00	TRAINING/TRAVEL/HOTEL	101.4120.3200		031716			212	00007
030516 MEAL FIRE SCHOOL	9.00	TRAINING/TRAVEL/HOTEL	101.4120.3200		031716			212	00008
030616 MEAL FIRE SCHOOL	9.11	TRAINING/TRAVEL/HOTEL	101.4120.3200		031716			212	00009
	35.11	*VENDOR TOTAL							
BACKER/CODY L 0216 MILES FF2-ST JOE	8.64	TRAINING/TRAVEL/HOTEL	101.4120.3200		022316			212	00011
01-0216 MILES FF2-AVON	25.92	TRAINING/TRAVEL/HOTEL	101.4120.3200		032316			212	00010
01-0216 MILES FF2-ST JOH	21.60	TRAINING/TRAVEL/HOTEL	101.4120.3200		032316			212	00012
	56.16	*VENDOR TOTAL							
BENTRUD/DAVID W CELL PHONE REIMB	217.46	COMMUNICATIONS	101.4110.3100		665323	000126	P	212	00046
BOUND TREE MEDICAL LLC GLOVES/TYCHEM KIT	205.21	OPERATING SUPPLIES	101.4120.2100		82072630	026715	P	212	00013
RING CUTTER/BLADES	27.77	OPERATING SUPPLIES	101.4120.2100		82072631	026716	P	212	00014
	232.98	*VENDOR TOTAL							
CARLSON/BENJAMIN D 01-0216 MILES FF2-AVON	25.92	TRAINING/TRAVEL/HOTEL	101.4120.3200		032316			212	00015
0216 MILES FF2-ST JOE	8.64	TRAINING/TRAVEL/HOTEL	101.4120.3200		032316			212	00016
01-0216 MILES FF2-ST JOH	21.60	TRAINING/TRAVEL/HOTEL	101.4120.3200		032316			212	00017
	56.16	*VENDOR TOTAL							
CENTRAL HYDRAULICS INC PIPE ELBOWS (4)-SHOP	23.08	REPAIR & MAINTENANCE SUP	101.4212.2200		0073945	026946	P	212	00019
HYD FITTINGS-SHOP	100.43	REPAIR & MAINTENANCE SUP	101.4212.2200		0074040	026950	P	212	00018
	123.51	*VENDOR TOTAL							
CHARTER COMMUNICATIONS 0416 INTERNET/TV PW	101.67	COMMUNICATIONS	101.4212.3100		031716			212	00058
0416 INTERNET/TV CL	31.72	COMMUNICATIONS	101.4051.3100		031916			212	00048
0416 INTERNET/TV CH	10.09	COMMUNICATIONS	101.4094.3100		031916			212	00049
0416 INTERNET/TV FD	23.09	COMMUNICATIONS	101.4120.3100		031916			212	00050
0416 INTERNET/TV BI	31.72	COMMUNICATIONS	101.4140.3100		031916			212	00051
0416 INTERNET/TV PW	20.18	COMMUNICATIONS	101.4212.3100		031916			212	00052

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CHARTER COMMUNICATIONS										
	0416 INTERNET/TV WTR	20.18	COMMUNICATIONS	703.4825.3100		031916			212	00053
	0416 INTERNET/TV SWR	20.19	COMMUNICATIONS	709.4843.3100		031916			212	00054
	0416 INTERNET/TV RADIO C	109.17	COMMUNICATIONS	101.4191.3100		031916			212	00055
	0416 INTERNET/TV WTR	39.01	COMMUNICATIONS	703.4825.3100		031916			212	00056
	0416 INTERNET/TV SWR	39.01	COMMUNICATIONS	709.4843.3100		031916			212	00057
	0416 TV PARKS	8.02	COMMUNICATIONS	101.4552.3100		031916			212	00059
		454.05	*VENDOR TOTAL							
CLOTHING DIVERSIFIED INC										
	TURN OUT GEAR CLEANING	223.39	OPERATING SUPPLIES	101.4120.2100		88285-42	026723	P	212	00020
CPS TECHNOLOGY SOLUTIONS										
	2016 HARDWARE MAINT CL	792.00	SERVICE CONTRACT	101.4051.4015		370171			212	00060
	2016 HARDWARE MAINT WTR	264.00	SERVICE CONTRACT	703.4825.4015		370171			212	00061
	2016 HARDWARE MAINT SWR	264.00	SERVICE CONTRACT	709.4843.4015		370171			212	00062
		1,320.00	*VENDOR TOTAL							
DE LAGE LANDEN FINANCIAL										
	0316 PW COPIER LEASE PW	42.32	SERVICE CONTRACT	101.4212.4015		49343038			212	00063
	0316 PW COPIER LEASE WTR	26.45	SERVICE CONTRACT	703.4825.4015		49343038			212	00064
	0316 PW COPIER LEASE SWR	26.45	SERVICE CONTRACT	709.4843.4015		49343038			212	00065
	0316 PW COPIER LEASE SS	10.58	SERVICE CONTRACTS	715.4224.4015		49343038			212	00066
		105.80	*VENDOR TOTAL							
DELTA DENTAL OF MN										
	0416 DENTAL PREM WS	31.90	HOSPITALIZATION INSURANC	101.4212.1500		031416	026799	P	212	00067
	0416 DENTAL PREM BB	65.30	HOSPITALIZATION INSURANC	101.4140.1500		031416	026799	P	212	00068
		97.20	*VENDOR TOTAL							
DESIGN ELECTRIC INC										
	ST LIGHT REP-11TH N/DIV	2,415.00	REPAIR & MAINTENANCE	101.4217.3700		2516	026800	P	212	00069
	ST LIGHT REP-10TH N/H 23	2,117.00	REPAIR & MAINTENANCE	101.4217.3700		2517	026801	P	212	00070
		4,532.00	*VENDOR TOTAL							
DOWNING/MARK										
	030416 MEAL FIRE SCHOOL	17.09	TRAINING/TRAVEL/HOTEL	101.4120.3200		031616			212	00021
	030516 MEAL FIRE SCHOOL	9.19	TRAINING/TRAVEL/HOTEL	101.4120.3200		031616			212	00022
	030416 MEAL FIRE SCHOOL	12.65	TRAINING/TRAVEL/HOTEL	101.4120.3200		031616			212	00023
		38.93	*VENDOR TOTAL							
EGUIA/MARCUS A										
	01-0216 MILES FF2-AVON	25.92	TRAINING/TRAVEL/HOTEL	101.4120.3200		032316			212	00024
	0216 MILES FF2-ST JOE	8.64	TRAINING/TRAVEL/HOTEL	101.4120.3200		032316			212	00025
	01-0216 MILES FF2-ST JOH	21.60	TRAINING/TRAVEL/HOTEL	101.4120.3200		032316			212	00026
		56.16	*VENDOR TOTAL							
ELECTRIC PUMP										
	LIFT ST REP-6 AV & 3 ST	6,876.22	REPAIR & MAINTENANCE	709.4841.3700		57413/57412	IN 026869	P	212	00027

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
ELLIOTT AUTO SUPPLY CO I AIR FILTER #680 OIL FILTERS (8)-SHOP	38.70 17.92 56.62	REPAIR & MAINTENANCE SUP REPAIR & MAINTENANCE SUP *VENDOR TOTAL	715.4224.2200 101.4212.2200		124-14088 124-14797	026953 026970	P P	212 212	00028 00029
ETHANOL PRODUCTS LLC CO2 (9332#)	606.58	REPAIR & MAINTENANCE SUP	703.4822.2200		CO2157339	026876	P	212	00030
FIRST AMERICAN TITLE COM TITLE SEARCH/EXAM-OUT C TITLE SEARCH/EXAM-BNSF	620.00 624.00 1,244.00	LAND ACQUISITION - ROW LAND ACQUISITION - ROW *VENDOR TOTAL	440.4750.5500 440.4750.5500		12214-33291137 12214-33291151			212 212	00084 00083
GLASS/STANLEY H 030816 MILEAGE SAFETY TR	20.52	TRAINING/TRAVEL/HOTEL	101.4120.3200		032316			212	00031
GOODIN CO BALL VALVES/ETC-WTP	66.00	REPAIR & MAINTENANCE SUP	703.4822.2200		05883169-00	026883	P	212	00032
GRANITE ELECTRONICS RADIO REP #205CFR0771	272.20	COMMUNICATIONS	101.4120.3100		153001245-1	026725	P	212	00034
HARMON III/JESS W 0216 MILES FF2-ST JOE 01-0216 MILES FF2-AVON 01-0216 MILES FF2-ST JOH	8.64 25.92 21.60 56.16	TRAINING/TRAVEL/HOTEL TRAINING/TRAVEL/HOTEL TRAINING/TRAVEL/HOTEL *VENDOR TOTAL	101.4120.3200 101.4120.3200 101.4120.3200		032316 032316 032316			212 212 212	00035 00036 00037
HAWKINS INC FLUORIDE/AZONE/ETC-WTP	2,617.82	REPAIR & MAINTENANCE SUP	703.4822.2200		3850474	026879	P	212	00038
HEALTHPARTNERS 0416 HEALTH INS PREM CL 0416 HEALTH INS PREM PL 0416 HEALTH INS PREM CH 0416 HEALTH INS PREM PD 0416 HEALTH INS PREM BI 0416 HEALTH INS PREM PW 0416 HEALTH INS PREM SN 0416 HEALTH INS PREM SS 0416 HEALTH INS PREM PK 0416 HEALTH INS PREM WTR 0416 HEALTH INS PREM SWR	4,674.32 1,263.33 631.67 23,378.69 1,263.33 5,869.76 888.00 187.26 1,138.43 4,143.72 2,504.90 45,943.41	HOSPITALIZATION INSURANC HOSPITALIZATION INSURANC *VENDOR TOTAL	101.4051.1500 101.4091.1500 101.4094.1500 101.4110.1500 101.4140.1500 101.4212.1500 101.4213.1500 715.4224.1500 101.4552.1500 703.4825.1500 709.4843.1500		64605183 64605183 64605183 64605183 64605183 64605183 64605183 64605183 64605183 64605183 64605183 64605183			212 212 212 212 212 212 212 212 212 212 212	00085 00086 00087 00088 00089 00090 00091 00092 00093 00094 00095
HEARTLAND GLASS CO INC GLASS-RETAINER RELEASE	1,060.00	CAPITAL EXPENDITURES	101.4094.5400		3190	026336	P	212	00039
HOME DEPOT CREDIT SERVIC RAGS/TILE BRUSH/ETC-PK	60.35	REPAIR & MAINTENANCE SUP	101.4552.2200		11744	026559	P	212	00043

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
HOME DEPOT CREDIT SERVIC	DEPOT CREDIT SERVIC									
	SPRING CLAMPS/ETC-CH	22.59	REPAIR & MAINTENANCE SUP	101.4094.2200		2011553				
	LIGHT BULBS/AIR FRESH-PW	25.91	REPAIR & MAINTENANCE SUP	101.4212.2200		29763/9010762	026558	P	212	00042
	DEGREASER/SCREW SET-CH	30.38	REPAIR & MAINTENANCE SUP	101.4094.2200		4012477	026948	P	212	00040
	PINE SOL/ROLLERS/ETC	89.37	REPAIR & MAINTENANCE SUP	101.4552.2200		8010845	026560	P	212	00045
	LUMBER/SCREWS-LIBRARY	950.52	EQUIPMENT	101.4552.5300		9011913	026555	P	212	00041
		1,179.12	*VENDOR TOTAL				026963	P	212	00044
HORIZON CHEMICAL CO., IN	FILTER SAND/CHEM PROBES	360.80	REPAIR & MAINTENANCE SUP	101.4554.2200		160219019	026871	P	212	00047
HOWE/JEFFREY R	0316 BUILDING INSP SVC	8,200.00	OTHER CONTRACTUAL SERVIC	101.4140.4070		0316			212	00096
ICKLER COMPANY, INC.	MACHINE SHAFT #680	127.58	REPAIR & MAINTENANCE SUP	715.4224.2200		16-60129	026973	P	212	00071
INNOVATIVE OFFICE SOLUTI	STAPLERS (3)	48.98	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN1042960	000111	P	212	00072
	COPY PAPER - FD	23.88	OFFICE SUPPLIES/POSTAGE	101.4120.2000		IN1115606	027038	P	212	00106
	COPY PAPER - PD	238.50	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN1115606	027038	P	212	00107
	COPY PAPER/DVD CASES/ETC	99.25	OFFICE SUPPLIES/POSTAGE	101.4051.2000		IN1115606	027038	P	212	00108
	COPY PAPER/DVD CASES/ETC	96.33	OFFICE SUPPLIES/POSTAGE	703.4825.2000		IN1115606	027038	P	212	00109
	COPY PAPER/DVD CASES/ETC	96.32	OFFICE SUPPLIES/POSTAGE	709.4843.2000		IN1115606	027038	P	212	00111
		603.26	*VENDOR TOTAL							
KLINEFELTER'S ENF & EMER	BOOTS-TJ	199.00	UNIFORMS	101.4110.2120		302309	000112	P	212	00073
LANGUAGE LINE SERVICES	0216 INTERP-SPN/SOM/VIET	64.54	PROF SERVICES - INTERPRE	101.4110.3031		3789620	000113	P	212	00074
LEXISNEXIS RISK DATA MAN	0216 MIN COMMIT BALANCE	50.00	REPAIR & MAINT-TECHNOLOG	101.4110.3711		1032000-201602	000108	P	212	00075
LOEHNING/ZACH	030416 MEAL FIRE SCHOOL	11.86	TRAINING/TRAVEL/HOTEL	101.4120.3200		031716			212	00076
	030516 MEAL FIRE SCHOOL	11.27	TRAINING/TRAVEL/HOTEL	101.4120.3200		031716			212	00077
	030616 MEAL FIRE SCHOOL	14.69	TRAINING/TRAVEL/HOTEL	101.4120.3200		031716			212	00078
		37.82	*VENDOR TOTAL							
LUBRICATION TECHNOLOGIES	OIL (5 GAL) #680	67.50	REPAIR & MAINTENANCE SUP	715.4224.2200		749924			212	00080
	OIL (2) #680	135.00	REPAIR & MAINTENANCE SUP	715.4224.2200		754062	026969	P	212	00079
		202.50	*VENDOR TOTAL							
MACQUEEN EQUIPMENT INC	SPROCKET/ETC #680	428.54	REPAIR & MAINTENANCE SUP	715.4224.2200		2162256/57/46	026967	P	212	00081

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MARK J TRAUT WELLS INC	031516 8 WATER TESTS	184.00	WATER TESTS	703.4825.4820		285245			212	00114
	SEAL/ABAONDON WELLS-SIS	3,910.00	LAND ACQUISITION - ROW	442.4750.5500		285256	027042	P	212	00118
		4,094.00	*VENDOR TOTAL							
MARK S DYKES	SWR FLUME CALIBRATION	514.50	REPAIR & MAINTENANCE	709.4841.3700		11493	026882	P	212	00082
MARTHALER/DALE A	030816 MEAL AQUA TR	6.62	TRAINING/TRAVEL/HOTEL	101.4554.3200		031016			212	00097
MENARDS	CONDUIT/HANDY EX/ETC-PW	9.98	REPAIR & MAINTENANCE SUP	101.4212.2200		17888	026964	P	212	00100
	FURNACE FILTER-CH	58.46	REPAIR & MAINTENANCE SUP	101.4094.2200		17899	027029	P	212	00098
	SCREWS/DRILL BITS-SHOP	8.68	REPAIR & MAINTENANCE SUP	101.4212.2200		17961	026966	P	212	00101
	TEFLON TAPE/ETC-WTP	50.62	REPAIR & MAINTENANCE SUP	703.4822.2200		17988	026818	P	212	00099
	HOSE CLAMP/ETC-WTP	22.73	REPAIR & MAINTENANCE SUP	703.4822.2200		18140	026884	P	212	00103
	BRASS NIPPLES (2)-WELL 4	8.98	REPAIR & MAINTENANCE SUP	703.4822.2200		18225	026819	P	212	00102
	WIRE/DROP CLOTH-SHOP	36.45	REPAIR & MAINTENANCE SUP	101.4212.2200		18461	026971	P	212	00104
		195.90	*VENDOR TOTAL							
MILLER AUTO PLAZA	DOOR HANDLE #404	69.72	REPAIR & MAINTENANCE SUP	101.4212.2200		175221	026957	P	212	00105
MILLER/RICHARD E	0306-031016 HTL-IVAM CON	929.32	TRAINING/TRAVEL/HOTEL	101.4021.3200		031116			212	00145
	030616 TAXI-IVAM CONF	30.00	TRAINING/TRAVEL/HOTEL	101.4021.3200		031116			212	00146
	030616 MEAL-IVAM CONF	9.00	TRAINING/TRAVEL/HOTEL	101.4021.3200		031116			212	00147
	031016 MEAL-IVAM CONF	5.40	TRAINING/TRAVEL/HOTEL	101.4021.3200		031116			212	00148
	031016 CAB-IVAM CONF	30.00	TRAINING/TRAVEL/HOTEL	101.4021.3200		031116			212	00149
		1,003.72	*VENDOR TOTAL							
MN COPY SYSTEMS	0212-031116 PW COPIER	36.67	SERVICE CONTRACT	101.4212.4015		182537			212	00154
	0212-031116 PW COPIER	22.92	SERVICE CONTRACT	703.4825.4015		182537			212	00155
	0212-031116 PW COPIER	22.92	SERVICE CONTRACT	709.4843.4015		182537			212	00156
	0212-031116 PW COPIER	9.17	SERVICE CONTRACTS	715.4224.4015		182537			212	00157
	0212-031116 PW SHOP COPY	8.00	SERVICE CONTRACT	101.4212.4015		182538			212	00150
	0212-031116 PW SHOP COPY	5.00	SERVICE CONTRACT	703.4825.4015		182538			212	00151
	0212-031116 PW SHOP COPY	5.00	SERVICE CONTRACT	709.4843.4015		182538			212	00152
	0212-031116 PW SHOP COPY	2.00	SERVICE CONTRACTS	715.4224.4015		182538			212	00153
	0212-031116 PD COPIER	142.76	PRINTING & BINDING	101.4110.3400		182954			212	00158
		254.44	*VENDOR TOTAL							
MN DEPT OF HEALTH II	WTR OP CLASS C CERT-JB	23.00	TRAINING/TRAVEL/HOTEL	703.4825.3200		030816			212	00110
MN VALLEY TESTING LABORA	031116 WASTE WATER TESTS	695.00	SEWER TESTING	709.4843.4844		799484			212	00112

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MOHAMED/SAID OSMAN PARKING TICKET REIMB	110.00	REFUNDS AND REIMBURSEMEN	101.4110.4980		PT#11492	000114	P	212	00113
MURPHY/DAN RENT SUPPLEMENT-17TH PH2	8,400.00	LAND ACQUISITION - ROW	442.4750.5500		030716			212	00159
NNA SERVICES LLC ERRORS/OMMISSIOS INS-KV	68.00	MISC - DUES	101.4051.4010		032416	010014	P	212	00160
OFFICE FURNITURE Solutio OFFICE CHAIRS - PLANNING	476.00	EQUIPMENT	101.4091.5300		114523	000012	P	212	00162
OFFICE STOOL - BI	145.00	EQUIPMENT	101.4140.5300		114524	000011	P	212	00161
	621.00	*VENDOR TOTAL							
REGENTS OF THE U OF MN 022416 REG PAVEMENT-TG	70.00	TRAINING/TRAVEL/HOTEL	101.4212.3200		2110000815	023727	P	212	00116
022416 REG PAVEMENT-DW	70.00	TRAINING/TRAVEL/HOTEL	101.4212.3200		2110001039	026867	P	212	00115
	140.00	*VENDOR TOTAL							
REZNICEK/ANTHONY GUN CLEANING SUPPLIES	172.34	OPERATING SUPPLIES	101.4110.2100		158911	000124	P	212	00117
SCHAEFER/TARA M 030416 MEAL FIRE SCHOOL	18.33	TRAINING/TRAVEL/HOTEL	101.4120.3200		031716			212	00119
030516 MEAL FIRE SCHOOL	9.65	TRAINING/TRAVEL/HOTEL	101.4120.3200		031716			212	00120
030616 MEAL FIRE SCHOOL	9.01	TRAINING/TRAVEL/HOTEL	101.4120.3200		031716			212	00121
	36.99	*VENDOR TOTAL							
SEH INC 0216 PW MEETING	387.00	GENERAL ENGINEERING	101.4211.3015		311578			212	00166
0216 ANNEXATION	1,135.00	GENERAL ENGINEERING	101.4211.3015		311578			212	00167
0216 MAPS	47.00	GENERAL ENGINEERING	101.4211.3015		311578			212	00168
0216 COFFEE HOUSE	788.00	GENERAL ENGINEERING	101.4211.3015		311578			212	00169
0216 KWIK TRIP SOUTH	84.50	GENERAL ENGINEERING	101.4211.3015		311578			212	00170
0216 GRANITEVIEW RD	169.00	GENERAL ENGINEERING	101.4211.3015		311578			212	00171
0216 AERIALS	330.00	GENERAL ENGINEERING	101.4211.3015		311578			212	00172
0216 17TH AVE S PH 2 IMP	15,713.90	ENGINEERING COSTS	442.4214.6301		311583			212	00164
0216 17TH AVE S PH 2 EXP	219.06	ENGINEERING COSTS	442.4214.6301		311583			212	00165
0216 17TH AVE S IMP	28.20	ENGINEERING COSTS	440.4214.6301		311585			212	00163
0216 PW FACILITY	4,499.50	GENERAL ENGINEERING	101.4211.3015		311595			212	00173
0216 PW FACILITY EXP	103.80	GENERAL ENGINEERING	101.4211.3015		311595			212	00174
0216 WELLHEAD PROT PLAN	3,004.00	GENERAL ENGINEERING	101.4211.3015		312658			212	00175
	26,508.96	*VENDOR TOTAL							
SHIFT TECHNOLOGIES INC DVD/NETWORK SVC-KS	95.00	REPAIR & MAINT-TECHNOLOG	101.4110.3711		49476			212	00176
PRINTER REPAIR	82.50	REPAIR & MAINTENANCE	101.4051.3700		49501			212	00177
0316 SERVER LEASE	972.00	OTHER CONTRACTUAL SERVIC	101.4051.4070		49562			212	00178
	1,149.50	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
SOUTH CENTRAL COLLEGE									
0305-030616 REG FD TR-JA	120.00	TRAINING/TRAVEL/HOTEL	101.4120.3200		00145274	026720	P	212	00122
0305-030616 REG FD T-JIM	120.00	TRAINING/TRAVEL/HOTEL	101.4120.3200		00145274	026720	P	212	00123
0305-030616 REG FD TR-JV	120.00	TRAINING/TRAVEL/HOTEL	101.4120.3200		00145274	026720	P	212	00124
0305-030616 REG FD TR-ZL	120.00	TRAINING/TRAVEL/HOTEL	101.4120.3200		00145274	026720	P	212	00125
0305-030616 REG FD TR-TS	120.00	TRAINING/TRAVEL/HOTEL	101.4120.3200		00145274	026720	P	212	00126
0305-030616 REG FD TR-MD	120.00	TRAINING/TRAVEL/HOTEL	101.4120.3200		00145274	026720	P	212	00127
	720.00	*VENDOR TOTAL							
SPECTRUM SUPPLY									
TOWELS/LINERS/ETC-CH	227.56	REPAIR & MAINTENANCE SUP	101.4094.2200		23584	027022	P	212	00128
ST CLOUD ACQUISITION COM									
HYDROTEST SCBA CYL (9)	243.00	REPAIR & MAINTENANCE	101.4120.3700		1111260	026722	P	212	00130
FIRE EXT REFILL-FD	28.75	REPAIR & MAINTENANCE	101.4120.3700		1111548	026802	P	212	00186
FIRE EXT MAINT-SQUADS	27.20	REPAIR & MAINTENANCE	101.4110.3700		1111550	000119	P	212	00129
	298.95	*VENDOR TOTAL							
ST CLOUD TECHNICAL COLLEGE									
0216-022516 EMR/CPR-FD	3,200.00	TRAINING/TRAVEL/HOTEL	101.4120.3200		00165931	026721	P	212	00131
ST CLOUD TIMES #1076									
0416 SUBSCRIPTION	29.00	ADVERTISEMENTS	101.4051.3300		031516			212	00179
STEARNS COUNTY AUDITOR									
2016 1ST HALF TAX-GILLIT	1,364.00	LEGAL FEES	442.4214.6302		032416			212	00181
2016 1ST HALF TAXES-SIS	6,576.00	LEGAL FEES	442.4214.6302		032416			212	00182
	7,940.00	*VENDOR TOTAL							
STEARNS COUNTY AUDITOR T									
LICENSE PLATE 00 STR 443	16.00	MISC - DUES	101.4212.4010		032416	010013	P	212	00180
THE GUNS AND GEAR STORE									
HANDGRIPS FOR RIFLES	38.97	OPERATING SUPPLIES	101.4110.2100		184	000118	P	212	00132
TOOL WAREHOUSE INC									
HAMMER DRILL REP	48.75	REPAIR & MAINTENANCE SUP	101.4212.2200		0227728-IN	026947	P	212	00133
TRI COMM SECURITY SERVIC									
0401-063016 SECURITY-CH	77.85	SERVICE CONTRACT	101.4094.4015		21177			212	00183
0401-063016 FIRE MON-CH	89.85	SERVICE CONTRACT	101.4094.4015		21177			212	00184
0401-063016 QTR MON-WTP	218.55	REPAIR & MAINTENANCE SUP	703.4822.2200		21178			212	00185
	386.25	*VENDOR TOTAL							
TWIN RIVER TIRE & AUTO I									
TIRES REPL (4) #405	630.40	REPAIR & MAINTENANCE SUP	101.4212.2200		G244509	026958	P	212	00033
UNUM LIFE INSURANCE COMA									
0416 DIS PREM CL	193.69	DISABILITY INS & OTHERS	101.4051.1510		031416			212	00187
0416 DIS PREM PLANNING	47.30	DISABILITY INS & OTHERS	101.4091.1510		031416			212	00188
0416 DIS PREM CH	19.39	DISABILITY INS & OTHERS	101.4094.1510		031416			212	00189

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
UNUM	LIFE INSURANCE COMA									
	0416 DIS PREM PD	874.74	DISABILITY INS & OTHERS	101.4110.1510		031416			212	00190
	0416 DIS PREM BI	38.78	DISABILITY INS & OTHERS	101.4140.1510		031416			212	00191
	0416 DIS PREM PW	194.20	DISABILITY INS & OTHERS	101.4212.1510		031416			212	00192
	0416 DIS PREM SNOW	30.01	DISABILITY INS & OTHERS	101.4213.1510		031416			212	00193
	0416 DIS PREM ST SWR	6.33	DISABILITY INS & OTHERS	715.4224.1510		031416			212	00194
	0416 DIS PREM PARKS	42.15	DISABILITY INS & OTHERS	101.4552.1510		031416			212	00195
	0416 DIS PREM WTR	98.85	DISABILITY INS & OTHERS	703.4825.1510		031416			212	00196
	0416 DIS PREM SWR	63.52	DISABILITY INS & OTHERS	709.4843.1510		031416			212	00197
	0416 LIFE PREM CL	41.63	LIFE INSURANCE	101.4051.1520		031416			212	00198
	0416 LIFE PREM PLANNING	11.25	LIFE INSURANCE	101.4091.1520		031416			212	00199
	0416 LIFE PREM CH	5.63	LIFE INSURANCE	101.4094.1520		031416			212	00200
	0416 LIFE PREM PD	211.06	LIFE INSURANCE	101.4110.1520		031416			212	00201
	0416 LIFE PREM BI	11.25	LIFE INSURANCE	101.4140.1520		031416			212	00202
	0416 LIFE PREM PW	48.73	LIFE INSURANCE	101.4212.1520		031416			212	00203
	0416 LIFE PREM SNOW	8.37	LIFE INSURANCE	101.4213.1520		031416			212	00204
	0416 LIFE PREM ST SWR	1.78	LIFE INSURANCE	715.4224.1520		031416			212	00205
	0416 LIFE PREM PARKS	10.71	LIFE INSURANCE	101.4552.1520		031416			212	00206
	0416 LIFE PREM WTR	22.04	LIFE INSURANCE	703.4825.1520		031416			212	00207
	0416 LIFE PREM SWR	14.80	LIFE INSURANCE	709.4843.1520		031416			212	00208
		1,996.21	*VENDOR TOTAL							
VEENSTRA/BRADLEY THOMAS	0316 TELVISE MEETINGS	300.00	LOCAL ACCESS EXPENSES	101.4051.8300		0316			212	00209
VERIZON WIRELESS SERVICE	0211-031016 PD LAPTOPS	385.43	REPAIR & MAINT-TECHNOLOG	101.4110.3711					212	00210
VIKING ELECTRIC SUPPLY I	HORN/TRANSFORMER/ETC	160.17	REPAIR & MAINTENANCE SUP	101.4212.2200		1229599	026962 P		212	00134
VIRNIG/KARLA	0116 MISC MILEAGE	28.03	TRAINING/TRAVEL/HOTEL	101.4051.3200		030116			212	00211
	0216 MISC MILEAGE	16.42	TRAINING/TRAVEL/HOTEL	101.4051.3200		030116			212	00212
	0315-031816 PARK-MCFOA	20.00	TRAINING/TRAVEL/HOTEL	101.4051.3200		032116			212	00213
	0315-031816 MILES-MCFOA	4.32	TRAINING/TRAVEL/HOTEL	101.4051.3200		032116			212	00214
		68.77	*VENDOR TOTAL							
VOIGT/JOSEPH A	030416 MEAL FIRE SCHOOL	10.79	TRAINING/TRAVEL/HOTEL	101.4120.3200		031514			212	00135
	030516 MEAL FIRE SCHOOL	9.65	TRAINING/TRAVEL/HOTEL	101.4120.3200		031514			212	00136
	030616 MEAL FIRE SCHOOL	13.46	TRAINING/TRAVEL/HOTEL	101.4120.3200		031514			212	00137
	0304-030616 MILES FIRE S	160.38	TRAINING/TRAVEL/HOTEL	101.4120.3200		031514			212	00138
		194.28	*VENDOR TOTAL							
WILSON/DANIEL H	0216 RELOCATE CONSULT	5,537.55	LEGAL SERVICES	101.4060.3005		23657			212	00215
	0216 COPIES	7.20	LEGAL SERVICES	101.4060.3005		23657			212	00216
	0116 RELOCATE OVERPMT	1.00CR	LEGAL SERVICES	101.4060.3005		23657			212	00217
		5,543.75	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
XCEL ENERGY										
	0124-0222316 PARKS	1,095.97	PUBLIC UTILITY SERVICES	101.4552.3600		492621368			212	00141
	0124-022316 TRAFF SIGNAL	563.99	PUBLIC UTILITY SERVICES	101.4216.3600		492635574			212	00140
	0124-022316 LIFT STATION	223.77	PUBLIC UTILITY SERVICES	709.4841.3600		492672957			212	00144
	0124-022316 GARAGES	1,582.80	PUBLIC UTILITY SERVICES	101.4212.3600		492673638			212	00139
	0222-031816 1625 CR 137	8.39	PUBLIC UTILITY SERVICES	101.4094.3600		494313707			212	00142
	0222-031816 1625 CR 137	10.51	PUBLIC UTILITY SERVICES	101.4094.3600		494347973			212	00143
		3,485.43	*VENDOR TOTAL							

ACS FINANCIAL SYSTEM  
03/28/2016 10:15:09

Schedule of Bills

CITY OF WAITE PARK  
GL540R-V08.00 PAGE 10

VENDOR NAME  
DESCRIPTION

AMOUNT

ACCOUNT NAME

FUND & ACCOUNT CLAIM INVOICE

PO# F/P ID LINE

REPORT TOTALS:

148,624.36

RECORDS PRINTED - 000217

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	
440	18TH AVE SOUTH	90,251.38
442	17TH AVE SOUTH	1,272.20
703	WATER FUND	36,182.96
709	SEWER FUND	8,536.78
715	STORMWATER FUND	11,366.60
		1,014.44
TOTAL ALL FUNDS		148,624.36

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	148,624.36
TOTAL ALL BANKS		148,624.36

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

DATE ..... APPROVED BY .....

**Agenda Item No. 4**  
Administrator-Update of Activities

---

Updates will be presented at the time of the meeting.

ADJOURNMENT

Respectfully submitted,

Shaunna Johnson, Administrator

April 4, 2016