

WORK SESSION: 5:00 P.M.
Upper Level Conference Room

WAITE PARK CITY COUNCIL AGENDA
MONDAY, DECEMBER 18, 2017: 6:30 P.M.

- 6:30 P.M. Pledge of Allegiance
Open Forum – two minute limit
Review and approve, December 18, 2017 Council Agenda
1. Consent Agenda: Recommended action: approval of following items
 - A. Approve 2018 Appointments
 - B. Approve Position and Pay Grade Listing
 - C. Approve 2018 Seasonal and Part time Salary Schedule
 - D. Approve 2018 Union and Non Union Salary Schedule
 - E. Approve Resolution Approving Police Administration Collective Bargaining Unit Agreement
 - F. Approve MOU with Police Administration
 - G. Approve Resolution Approving Police Officer Collective Bargaining Unit Agreement
 - H. Approve Resolution Approving Maintenance Worker Collective Bargaining Unit Agreement
 - I. Approve Resolution on Police Administration Collective Bargaining Unit MOU for contributions to H.S.A.
 - J. Approve Resolution on Police Officer Collective Bargaining Unit MOU for contributions to H.S.A.
 - K. Approve Resolution on Maintenance Worker Collective Bargaining Unit MOU for contributions to H.S.A.
 - L. Approve Resolution on Non-Union Employees MOU's for contributions to H.S.A.
 - M. Approve 2017 Write Offs
 - N. Approve 2018 Departmental Goals & Objectives
 - O. Approve Investment Policy
 - P. Approve Change Order #1 – Cloud Park/6th Ave South
 - Q. Approve MN DOT Delegated Process Agreement by Resolution
 - R. Approve Massage Enterprise Therapist License by Ronda Wohl located at 204 4th Ave NE
 - S. Approve Massage Enterprise License for Riverwood Massage by Yan Hang Lin located at 2013 Frontage Road N
 - T. Approve Massage Enterprise License for Sara's Healing Hands by Sara Orth located at 217 3rd St NE
 - U. Approve 2018 Proposal from Flaherty and Hood for lobbying services AMP Bonding Request
 - V. Approve Warming House Attendant
 - W. Approve Proposal from Oertel Architects on the Design of the Proposed Amphitheater



CITY OF

WaitePark

WHERE MINNESOTA CONNECTS

2. Final 2018 Tax Levy and Budget/Capital Improvement Plan, and Gambling Donation Requests
 3. Public Hearing—Appendix B - Fee Schedule for 2018 including utility rate increases for 2018
 4. Conditional Use Permit and Rezoning – Stantec, Inc on behalf of Held Limited Partnership, Bel Clare Estates Inc., and Jeff and Stacy M. Blonigen – Vicinity of County Road 137 and Bel Clare Drive
 5. Ordinance Amendments – Ordinance 33 (Right-of-Way) and Ordinance 55 (Telecommunication Freestanding Tower Regulation) to Accommodate Small-Cell Wireless Communications Facilities as Required by State Law
 6. Council/Mayor
 - A. Review and Approve Bills
 7. Administrator
 - A. Update
- Adjourn

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

**PLEDGE OF ALLEGIANCE
OPEN FORUM**

Review and Approve December 18, 2017 City Council Agenda

Councilmember _____ moved that the Council Agenda for December 18, 2017 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

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- U. Approve 2018 Proposal for lobbying services from Flaherty and Hood for AMP Bonding Request

December 18, 2017

- V. Approve Warming House Attendant
- W. Approve Proposal from Oertel Architects on the Design of the Proposed Amphitheater

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)

Consent Agenda Item A: 2018 Appointments

The Council annually makes appointments to the various boards and committees the City has including our officer positions in the Fire Department. Enclosed is a copy of the appointments for your review and consideration. The positions that need to be approved are red-lined. The Fire Department Assistant Chief position is being interviewed during work session on Monday before Council Meeting. Staff is recommending approval of the appointments

2018 APPOINTMENTS

ACCOUNTS PAYABLE AUTHORIZATION	Per attached document
ACTING MAYOR	Member Schneider
APO BOARD	Mayor Miller Member Linquist Member Schulz
APO EXECUTIVE BOARD	Mayor Miller
JOINT AREA PLANNING BOARD	Mayor Miller Alternate: Member Schneider
ASSESSOR	Stearns County
CITY COUNCIL	Member Linquist – term expiration 12/31/2020 Member Schneider – term expiration 12/31/2020 Vic Schulz – term expiration 12/31/2018 Member Theisen – term expiration 12/31/2018
CIVIL SERVICE BOARD	Sarah Starling – term expiration 12/31/2019 Bruce Berscheit – term expiration 12/31/2018 Allen Vogt – term expiration 12/31/ 20172020
DEPOSITORY(S) (OFFICIAL) and ASSIGNMENT OF SECURITIES	Plaza Park Bank, Liberty Bank, Morgan Stanley Smith Barney LLC, Northland Securities Inc, Northland Trust Services Inc, Pershing LLC, UBS Financial Services Inc, LMC 4M Fund, LMC 4M Plus Fund, Stearns County National Bank, Wells Fargo Bank, US Bank, American Heritage Bank, Bank Vista, PMA Securities, Inc., Bremer Bank and others as designated by the Administrator-Clerk-Treasurer
ELECTRICAL INSPECTOR	Darrell Nemeth, Inc.
ENGINEERS (CONSULTING)	SEH, Inc.
FIRE DEPARTMENT OFFICERS	CHIEF – Jim Aleshire – term expires 12/31/2018 ASST. CHIEF – – term expires 12/31/ 20172020 CAPTAIN – – term expires 12/31/ 20172020 CAPTAIN – Joseph Voigt – term expires 12/31/2018 CAPTAIN – Adam Theisen – term expires 12/31/ 20172020 CAPTAIN – Jason Urzi – term expires 12/31/2018 SECRETARY – Jennifer Athmann
HEALTH COMMITTEE	Member Linquist
HEALTH – EMPLOYEE PHYSICALS & DRUG/ALCOHOL TESTING	Midwest Occupational Medicine (Division of St Cloud Medical Group) Northern Star (Division of St Cloud Medical Group) USA Mobile Drug Testing
INVESTMENT AUTHORITY	UBS Financial Services, Inc.
LEGAL COUNSEL	Rajkowski Hansmeier LTD

2018 APPOINTMENTS

MAYOR	Mayor Miller – term expiration 12/31/2018
MTC REPRESENTATIVE	Mayor Miller – term expiration 6/30/2019
NEWSPAPER (OFFICIAL)	St. Cloud Times
PARK BOARD	Ken Schmitt – term expiration 12/31/2019 Wayne Lenzmeier – term expiration 12/31/2018 Jean Lodermeier – term expiration 12/31/ <u>20172020</u> Janice Rein – term expiration 12/31/ <u>20172020</u> John Bowden – term expiration 12/31/2018 Spt. of Public Works – Ex Officio Member
PLANNING COMMISSION	Bonnie Hermanutz – term expiration 12/31/2019 Jeff Blair – term expiration 12/31/2018 Tim Jansky – term expiration 12/31/ <u>20172020</u> Ken Schmitt – term expiration 12/31/2018 Robert Zabinski – term expiration 12/31/ <u>20172020</u>
ST JOE TWP/CITY JOINT PLANNING COMMITTEE	Bonnie Hermanutz Tim Jansky Robert Zabinski Mayor Miller
ST JOE TWP/CITY JOINT PLANNING COMMISSION	Mayor Miller

PROVIDING FOR PRE-AUTHORIZED PAYMENTS

Be It Resolved that the City Administrator-Clerk-Treasurer be and is hereby authorized to issue warrant(s), drawn on the proper fund, for the following expenditures:

All utilities (water, sewer, electrical, heating fuel, telephone, etc.), postage, incidentals, payroll activity, monthly lease payments and maintenance contracts, court ordered expenses, permit fees, dues, registrations, employee travel expenses, miscellaneous taxes, tax distributions and refunds, inter fund billings, expenditures subject to finance charges, expenditures subject to discount deadlines, payments to other political subdivisions, bond payments and motor vehicle registration expenses.

Said claims to be paid upon proper presentation of claims during the Year 2018.

Be It Further Resolved, that the City Administrator-Clerk-Treasurer is hereby authorized to make fund transfers from time to time to maintain non-deficient fund balances and to issue warrants in payment of approved obligations of the City.

Adopted by the Waite Park City Council this 18th day of December, 2017.

Attest:

Shaunna Johnson
City Administrator-Clerk-Treasurer

Richard E. Miller
Mayor

Consent Agenda Item B: Approve position and pay grade listing

Annually, the City Council approves the employee positions and pay grades for each position. It is a reflection of what exists today. Enclosed is the position and pay grade listing for your review and consideration.

**2018 Jan-June
Position Grade-Pay Scale**

Administrative Office							
<i>Title</i>	<i>Union or Non-Union</i>	<i>Grade</i>	<i>Points</i>	<i>Annual Min</i>	<i>Annual Max</i>	<i>Hourly Min</i>	<i>Hourly Max</i>
CITY ADMINISTRATOR	Non-Union	G15	780	\$91,722.00	\$95,161.58	\$44.0971	\$57.0594
POLICE CHIEF	Non-Union	G13	600	\$79,740.49	\$103,180.03	\$38.3368	\$49.6058
FINANCE DIRECTOR	Non-Union	G12	597.5	\$74,350.12	\$96,205.17	\$35.7453	\$46.2525
PUBLIC WORKS DIRECTOR	Non-Union	G12	575	\$74,350.12	\$96,205.17	\$35.7453	\$46.2525
PLANNING & COMMUNITY DEV DIRECTOR	Non-Union	G10	440	\$64,637.89	\$83,638.05	\$31.0759	\$40.2106
DEPUTY CLERK-TREASURER	Non-Union	G7	303	\$52,395.67	\$67,797.26	\$25.1902	\$32.5948
UTILITY BILLING/MEDIA PUBLICATIONS COO	Non-Union	G5	191	\$45,551.30	\$58,941.00	\$21.8997	\$28.3370
HR/PAYROLL CLERK	Non-Union	G5	191	\$45,551.30	\$58,941.00	\$21.8997	\$28.3370
BLDG/PLANNING ASSISTANT	Non-Union	G4	183	\$42,472.09	\$54,956.67	\$20.4193	\$26.4215
ADMINISTRATIVE SECRETARY	Non-Union	G3	116	\$39,601.01	\$51,241.64	\$19.0389	\$24.6354
Police Department							
<i>Title</i>	<i>Union or Non-Union</i>	<i>Grade</i>	<i>Points</i>	<i>Annual Min</i>	<i>Annual Max</i>	<i>Hourly Min</i>	<i>Hourly Max</i>
POLICE SERGEANT	Union	G9	370.5	\$60,268.43	\$77,984.20	\$28.9752	\$37.4924
PATROL OFFICER	Union	G7	286	\$52,395.67	\$67,797.26	\$25.1902	\$32.5948
POLICE ADMINISTRATIVE ASST	Union	G5	208	\$45,551.30	\$58,941.00	\$21.8997	\$28.3370
COMMUNITY SERVICES OFFICER	Union	G5	188	\$45,551.30	\$58,941.00	\$21.8997	\$28.3370
POLICE SECRETARY	Union	G4	163	\$42,472.09	\$54,956.67	\$20.4193	\$26.4215
PART-TIME PD ADMINISTRATIVE ASST	Union	G1				\$16.5519	\$21.4173
PART-TIME PD TRANSCRIPTIONIST	Non-Union	G1				\$16.5519	\$21.4173
Public Works							
<i>Title</i>	<i>Union or Non-Union</i>	<i>Grade</i>	<i>Points</i>	<i>Annual Min</i>	<i>Annual Max</i>	<i>Hourly Min</i>	<i>Hourly Max</i>
PUBLIC WORKS SUPERVISOR	Non-Union	G9	370	\$60,268.43	\$77,984.20	\$28.9752	\$37.4924
UTILITY OPERATOR	Union	G6	263	\$48,853.78	\$63,214.24	\$23.4874	\$30.3915
SENIOR MAINTENANCE	Union	G5	217.5	\$45,551.30	\$58,941.00	\$21.8997	\$28.3370
MAINTENANCE WORKER	Union	G4	175	\$42,472.09	\$54,956.67	\$20.4193	\$26.4215

2018 July-Dec Position Grade-Pay Scale

Administrative Office							
<i>Title</i>	<i>Union or Non-Union</i>	<i>Grade</i>	<i>Points</i>	<i>Annual Min</i>	<i>Annual Max</i>	<i>Hourly Min</i>	<i>Hourly Max</i>
CITY ADMINISTRATOR	Non-Union	G15	780	\$93,097.83	\$120,463.73	\$44.7586	\$57.9153
POLICE CHIEF	Non-Union	G13	600	\$80,936.60	\$104,727.73	\$38.9118	\$50.3499
FINANCE DIRECTOR	Non-Union	G12	597.5	\$75,465.37	\$97,648.25	\$36.2814	\$46.9463
PUBLIC WORKS DIRECTOR	Non-Union	G12	575	\$75,465.37	\$97,648.25	\$36.2814	\$46.9463
PLANNING & COMMUNITY DEV DIRECTOR	Non-Union	G10	440	\$65,607.46	\$84,892.62	\$31.5420	\$40.8138
DEPUTY CLERK-TREASURER	Non-Union	G7	303	\$53,181.61	\$68,814.22	\$25.5681	\$33.0838
UTILITY BILLING/MEDIA PUBLICATIONS COO	Non-Union	G5	191	\$46,234.57	\$59,825.12	\$22.2282	\$28.7621
HR/PAYROLL CLERK	Non-Union	G5	191	\$46,234.57	\$59,825.12	\$22.2282	\$28.7621
BLDG/PLANNING ASSISTANT	Non-Union	G4	183	\$43,109.17	\$55,781.02	\$20.7256	\$26.8178
ADMINISTRATIVE SECRETARY	Non-Union	G3	116	\$40,195.03	\$52,010.26	\$19.3245	\$25.0049
Police Department							
<i>Title</i>	<i>Union or Non-Union</i>	<i>Grade</i>	<i>Points</i>	<i>Annual Min</i>	<i>Annual Max</i>	<i>Hourly Min</i>	<i>Hourly Max</i>
POLICE SERGEANT	Union	G9	370.5	\$61,172.46	\$79,153.96	\$29.4098	\$38.0548
PATROL OFFICER	Union	G7	286	\$53,181.61	\$68,814.22	\$25.5681	\$33.0838
POLICE ADMINISTRATIVE ASST	Union	G5	208	\$46,234.57	\$59,825.12	\$22.2282	\$28.7621
COMMUNITY SERVICES OFFICER	Union	G5	188	\$46,234.57	\$59,825.12	\$22.2282	\$28.7621
POLICE SECRETARY	Union	G4	163	\$43,109.17	\$55,781.02	\$20.7256	\$26.8178
PART-TIME PD ADMINISTRATIVE ASST	Union	G1				\$16.8002	\$21.7386
PART-TIME PD TRANSCRIPTIONIST	Non-Union	G1				\$16.8002	\$21.7386
Public Works							
<i>Title</i>	<i>Union or Non-Union</i>	<i>Grade</i>	<i>Points</i>	<i>Annual Min</i>	<i>Annual Max</i>	<i>Hourly Min</i>	<i>Hourly Max</i>
PUBLIC WORKS SUPERVISOR	Non-Union	G9	370	\$61,172.46	\$79,153.96	\$29.4098	\$38.0548
UTILITY OPERATOR	Union	G6	263	\$49,586.59	\$64,162.45	\$23.8397	\$30.8473
SENIOR MAINTENANCE	Union	G5	217.5	\$46,234.57	\$59,825.12	\$22.2282	\$28.7621
MAINTENANCE WORKER	Union	G4	175	\$43,109.17	\$55,781.02	\$20.7256	\$26.8178

Consent Agenda Item C: Approve 2018 Seasonal and Part-time Salary Schedule

The City Council approves the Seasonal and Part-time Salary Schedule. Enclosed is a copy of this schedule. The only change that is reflected on this schedule from last year to this year is the salaries for the Fire Chief and Assistant Fire Chief. The Fire Chief salary is increasing from \$3,500 to \$5,000 and the Assistant Chief position is increasing from \$2,000 to \$3,500. These are annual salaries and better reflect the additional amount of time these positions put in and are also more consistent with the other Fire Chief and Assistant Chief compensation for the area cities.

2018 Seasonal-PT-Fire Salary Spreadsheets

Police Part-Time Employees							
<u>Name</u>	<u>Title</u>	<u>Hire Date</u>	<u>Yrs of Svc on Anniv</u>	<u>Anniversary Date</u>	<u>Grade/Level</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
SAARI, MARLYS	PART TIME - PD ADMIN	6/12/2012	5	6/12/2012	G1, S3	N/A	\$ 17.5533
SCHEFFERS, MAGGIE	PART-TIME PD TRANSCRIPTIONIST	4/3/2016	1	4/3/2016	G1,S1	N/A	\$ 16.3073
Public Works Seasonal / Part-Time Employees							
<u>Name</u>	<u>Title</u>	<u>Hire Date</u>	<u>Yrs of Svc on Anniv</u>	<u>Anniversary Date</u>	<u>Grade/Level</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
VIERZBA, JANICE	PART TIME - LIBRARY JANITOR	6/8/2005	12	6/5/2005	Not in Steps	N/A	\$ 12.0000
	SEASONAL PUBLIC WORKS	\$11-\$12.00 D.O.Q.					
	WARMING HOUSE ATTENDANTS	\$10.00					
Fire Department							
ALESHIRE, JAMES	FIRE CHIEF - ANNUAL SALARY	\$5000.00 (\$1250.00 PAID QTRLY IN ADDTN TO CALLS/MTGS/DRILLS)					
	FIRE CHIEF - FIRE CALLS/SCHOOLS	\$16.00 PER HOUR					
	FIRE CHIEF - DRILLS	\$16.00 PER DRILL - 2 HRS MAX - 1 PER MONTH					
	FIRE CHIEF - MEETINGS	\$16.00 PER MEETING - 1 PER MONTH					
OPEN AT THIS TIME	ASST FIRE CHIEF - ANNUAL SALARY	\$3500.00 (\$875.00 PAID QTRLY IN ADDTN TO CALLS/MTGS/DRILLS)					
	ASST FIRE CHIEF - FIRE CALLS/SCHOOLS	\$15.00 PER HOUR					
	ASST FIRE CHIEF - DRILLS	\$15.00 PER DRILL - 2 HRS MAX - 1 PER MONTH					
	ASST FIRE CHIEF - MEETINGS	\$15.00 PER MEETING - 1 PER MONTH					
KOSLOSKE, PAUL	FIRE CAPTAIN - ANNUAL SALARY	\$1000.00 (\$250.00 PAID QTRLY IN ADDTN TO CALLS/MTS/DRILLS)					
STAN GLASS	FIRE CAPTAIN - FIRE CALLS	\$14.00 PER HOUR					
URZI, JASON	FIRE CAPTAIN - DRILLS	\$14.00 PER DRILL - 2 HRS MAX - 1 PER MONTH					
VOIGT, JOSEPH	FIRE CAPTAIN - MEETINGS	\$14.00 PER MEETING - 1 PER MONTH					
	FIRE CAPTAIN - EQUIPMENT CHECK	\$14.00 PER RUN - 2 HRS MAX					
ALESHIRE, TANNER	FIREFIGHTERS - FIRE CALLS	\$13.50 PER HOUR					
BACKER, CODY L	FIREFIGHTERS - MEETINGS	\$13.50 PER MEETING - 1 PER MONTH					
BARTZ, COREY D	FIREFIGHTERS - EQUIPMENT CHECK	\$13.50 PER RUN - 2 HRS MAX					
BELLMONT, VANESSA	FIREFIGHTERS REIMBURSED AT THEIR REGULAR EMPLOYMENT HOURLY RATE WHEN THEY ATTEND TRAINING/SCHOOLS						
CARLSON, BENJAMIN D	DURING THEIR REGULAR WORKING HOURS - OTHERWISE SUCH AS WEEKENDS OR DAYS OFF, THEY ARE PAID THE						
DOWNING, MARK T	HOURLY FIREFIGHTER'S WAGE.						
EGUIA, MARCUS A							
GRIFFIN, MICHAEL							
GRUBER, RYAN J							
HARMON III, JESS W							
HASKAMP, DARYL O							
LABUDA, BRIAN							
LOEHNING, ZACHARY T							
MARTINS, ROBERT A							
MOHS, JOEL V							
MOHS, NATHAN J							
SCHAEFER, TARA M							
SCHENDZIELOS, SCOTT L							
SCHWANTES, NICOLAUS							
THEISEN, ADAM J							
WARNER, LARRY							
WILLARD, JESSE							
Election Judges							
ELECTION JUDGES	HEAD JUDGE					\$	15.0000
	REGULAR JUDGE					\$	12.0000

Consent Agenda Item D: Approve 2018 Union and Non-Union Salary Schedule

Enclosed is a copy of the 2018 Union and Non Salary Schedule for full-time employees. The salary schedule, as per union contract, will increase by 1.5% effective January 1, 2018 and 1.5% July 2, 2018, which the dates are consistent with new payroll periods. This increase is effective for both union and non-union employees. The City Council approves this annually.

**2018 Pay Plan 1.5% Increase
City of Waite Park
Salary Schedule for Jan-July 2018**

Pay Grade	Steps							
	1	2	3	4	5	6	7	8
1	\$34,428.01	\$35,719.06	\$37,058.53	\$38,448.22	\$39,890.03	\$41,385.90	\$42,937.88	\$44,548.05
2	\$36,924.03	\$38,308.68	\$39,745.25	\$41,235.70	\$42,782.04	\$44,386.36	\$46,050.85	\$47,777.76
3	\$39,601.01	\$41,086.05	\$42,626.77	\$44,225.28	\$45,883.73	\$47,604.37	\$49,389.53	\$51,241.64
4	\$42,472.09	\$44,064.79	\$45,717.22	\$47,431.62	\$49,210.30	\$51,055.69	\$52,970.28	\$54,956.67
5	\$45,551.30	\$47,259.47	\$49,031.70	\$50,870.39	\$52,778.03	\$54,757.21	\$56,810.60	\$58,941.00
6	\$48,853.78	\$50,685.80	\$52,586.51	\$54,558.51	\$56,604.45	\$58,727.12	\$60,929.39	\$63,214.24
7	\$52,395.67	\$54,360.51	\$56,399.03	\$58,513.99	\$60,708.26	\$62,984.82	\$65,346.76	\$67,797.26
8	\$56,194.34	\$58,301.63	\$60,487.94	\$62,756.24	\$65,109.60	\$67,551.21	\$70,084.38	\$72,712.54
9	\$60,268.43	\$62,528.50	\$64,873.31	\$67,306.06	\$69,830.04	\$72,448.67	\$75,165.49	\$77,984.20
10	\$64,637.89	\$67,061.81	\$69,576.63	\$72,185.75	\$74,892.72	\$77,701.20	\$80,614.99	\$83,638.05
11	\$69,324.11	\$71,923.76	\$74,620.91	\$77,419.19	\$80,322.41	\$83,334.50	\$86,459.54	\$89,701.78
12	\$74,350.12	\$77,138.25	\$80,030.93	\$83,032.09	\$86,145.80	\$89,376.26	\$92,727.87	\$96,205.17
13	\$79,740.49	\$82,730.76	\$85,833.16	\$89,051.91	\$92,391.35	\$95,856.03	\$99,450.63	\$103,180.03
14	\$85,521.68	\$88,728.74	\$92,056.07	\$95,508.17	\$99,089.73	\$102,805.59	\$106,660.80	\$110,660.58
15	\$91,722.00	\$95,161.58	\$98,730.13	\$102,432.51	\$106,273.73	\$110,259.00	\$114,393.71	\$118,683.47

Pts
0 - 83
84 - 114
115 - 148
149 - 185
186 - 225
226 - 268
269 - 314
315 - 363
364 - 416
417 - 473
474 - 535
536 - 599
600 - 665
666 - 731
732 - 797

**2018 Pay Plan 1.5% Increase
City of Waite Park
Salary Schedule for Jan-July 2018**

Pay Grade	Steps							
	1	2	3	4	5	6	7	8
1	\$16,5519	\$17,1726	\$17,8166	\$18,4847	\$19,1779	\$19,8971	\$20,6432	\$21,4173
2	\$17,7519	\$18,4176	\$19,1083	\$19,8249	\$20,5683	\$21,3396	\$22,1398	\$22,9701
3	\$19,0389	\$19,7529	\$20,4936	\$21,2622	\$22,0595	\$22,8867	\$23,7450	\$24,6354
4	\$20,4193	\$21,1850	\$21,9794	\$22,8037	\$23,6588	\$24,5460	\$25,4665	\$26,4215
5	\$21,8997	\$22,7209	\$23,5729	\$24,4569	\$25,3741	\$26,3256	\$27,3128	\$28,3370
6	\$23,4874	\$24,3682	\$25,2820	\$26,2301	\$27,2137	\$28,2342	\$29,2930	\$30,3915
7	\$25,1902	\$26,1349	\$27,1149	\$28,1317	\$29,1867	\$30,2812	\$31,4167	\$32,5948
8	\$27,0165	\$28,0296	\$29,0807	\$30,1713	\$31,3027	\$32,4765	\$33,6944	\$34,9580
9	\$28,9752	\$30,0618	\$31,1891	\$32,3587	\$33,5721	\$34,8311	\$36,1373	\$37,4924
10	\$31,0759	\$32,2413	\$33,4503	\$34,7047	\$36,0061	\$37,3563	\$38,7572	\$40,2106
11	\$33,3289	\$34,5787	\$35,8754	\$37,2208	\$38,6165	\$40,0647	\$41,5671	\$43,1259
12	\$35,7453	\$37,0857	\$38,4764	\$39,9193	\$41,4162	\$42,9694	\$44,5807	\$46,2525
13	\$38,3368	\$39,7744	\$41,2659	\$42,8134	\$44,4189	\$46,0846	\$47,8128	\$49,6058
14	\$41,1162	\$42,6580	\$44,2577	\$45,9174	\$47,6393	\$49,4258	\$51,2792	\$53,2022
15	\$44,0971	\$45,7508	\$47,4664	\$49,2464	\$51,0931	\$53,0091	\$54,9970	\$57,0594

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**2018 Pay Plan 1.5% Increase
City of Waite Park
Salary Schedule for July-Dec 2018**

Pay Grade	Steps								Pts
	1	2	3	4	5	6	7	8	
1	\$34,944.43	\$36,254.85	\$37,614.40	\$39,024.94	\$40,488.38	\$42,006.69	\$43,581.94	\$45,216.27	0 - 83
2	\$37,477.89	\$38,883.31	\$40,341.43	\$41,854.23	\$43,423.77	\$45,052.16	\$46,741.61	\$48,494.43	84 - 114
3	\$40,195.03	\$41,702.34	\$43,266.18	\$44,888.66	\$46,571.98	\$48,318.43	\$50,130.37	\$52,010.26	115 - 148
4	\$43,109.17	\$44,725.77	\$46,402.98	\$48,143.09	\$49,948.46	\$51,821.53	\$53,764.83	\$55,781.02	149 - 185
5	\$46,234.57	\$47,968.37	\$49,767.18	\$51,633.45	\$53,569.70	\$55,578.57	\$57,662.76	\$59,825.12	186 - 225
6	\$49,586.59	\$51,446.08	\$53,375.31	\$55,376.89	\$57,453.52	\$59,608.03	\$61,843.33	\$64,162.45	226 - 268
7	\$53,181.61	\$55,175.92	\$57,245.01	\$59,391.70	\$61,618.89	\$63,929.60	\$66,326.96	\$68,814.22	269 - 314
8	\$57,037.26	\$59,176.15	\$61,395.26	\$63,697.58	\$66,086.24	\$68,564.47	\$71,135.64	\$73,803.23	315 - 363
9	\$61,172.46	\$63,466.42	\$65,846.41	\$68,315.65	\$70,877.49	\$73,535.40	\$76,292.98	\$79,153.96	364 - 416
10	\$65,607.46	\$68,067.74	\$70,620.28	\$73,268.54	\$76,016.11	\$78,866.71	\$81,824.21	\$84,892.62	417 - 473
11	\$70,363.97	\$73,002.62	\$75,740.22	\$78,580.48	\$81,527.24	\$84,584.52	\$87,756.44	\$91,047.30	474 - 535
12	\$75,465.37	\$78,295.32	\$81,231.40	\$84,277.58	\$87,437.98	\$90,716.91	\$94,118.79	\$97,648.25	536 - 599
13	\$80,936.60	\$83,971.72	\$87,120.66	\$90,387.68	\$93,777.22	\$97,293.87	\$100,942.39	\$104,727.73	600 - 665
14	\$86,804.51	\$90,059.67	\$93,436.91	\$96,940.80	\$100,576.08	\$104,347.68	\$108,260.72	\$112,320.49	666 - 731
15	\$93,097.83	\$96,589.00	\$100,211.09	\$103,969.00	\$107,867.84	\$111,912.88	\$116,109.62	\$120,463.73	732 - 797

**2018 Pay Plan 1.5% Increase
City of Waite Park
Salary Schedule in Hourly Rates for July-Dec 2018**

Pay Grade	Steps								7.25%
	1	2	3	4	5	6	7	8	
1	\$16.8002	\$17.4302	\$18.0838	\$18.7620	\$19.4656	\$20.1955	\$20.9529	\$21.7386	7.25%
2	\$18.0182	\$18.6939	\$19.3949	\$20.1222	\$20.8768	\$21.6597	\$22.4719	\$23.3146	7.25%
3	\$19.3245	\$20.0492	\$20.8010	\$21.5811	\$22.3904	\$23.2300	\$24.1011	\$25.0049	7.25%
4	\$20.7256	\$21.5028	\$22.3091	\$23.1457	\$24.0137	\$24.9142	\$25.8485	\$26.8178	7.25%
5	\$22.2282	\$23.0617	\$23.9265	\$24.8238	\$25.7547	\$26.7205	\$27.7225	\$28.7621	7.25%
6	\$23.8397	\$24.7337	\$25.6612	\$26.6235	\$27.6219	\$28.6577	\$29.7324	\$30.8473	7.25%
7	\$25.5681	\$26.5269	\$27.5216	\$28.5537	\$29.6245	\$30.7354	\$31.8880	\$33.0838	7.25%
8	\$27.4218	\$28.4501	\$29.5170	\$30.6238	\$31.7722	\$32.9637	\$34.1998	\$35.4823	7.25%
9	\$29.4098	\$30.5127	\$31.6569	\$32.8441	\$34.0757	\$35.3536	\$36.6793	\$38.0548	7.25%
10	\$31.5420	\$32.7249	\$33.9521	\$35.2253	\$36.5462	\$37.9167	\$39.3386	\$40.8138	7.25%
11	\$33.8288	\$35.0974	\$36.4136	\$37.7791	\$39.1958	\$40.6656	\$42.1906	\$43.7727	7.25%
12	\$36.2814	\$37.6420	\$39.0536	\$40.5181	\$42.0375	\$43.6139	\$45.2494	\$46.9463	7.25%
13	\$38.9118	\$40.3710	\$41.8849	\$43.4556	\$45.0852	\$46.7759	\$48.5300	\$50.3499	7.25%
14	\$41.7329	\$43.2979	\$44.9216	\$46.6062	\$48.3539	\$50.1672	\$52.0484	\$54.0002	7.25%
15	\$44.7586	\$46.4370	\$48.1784	\$49.9851	\$51.8595	\$53.8043	\$55.8219	\$57.9153	7.25%

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Consent Agenda Item E & F: Approve Resolution Approving Police Administration Collective Bargaining Unit Agreement and Police Administration MOU

A resolution, along with a copy of the Police Administration collective bargaining unit agreement is attached for your review and consideration. Also included is a summary of the proposed changes. The agreement is a three-year agreement and includes cost of living increases as follows:

2018: January 1.5%; July 1.5%

2019: January 1% July 1%

2020: January 2% July 1%

The dates on these increases correspond to the closest start date of a new payroll period. The collective bargaining unit has reviewed and approved the contract that is presented.

Also attached for your consideration is the Police Administration MOU that provides Marlys Saari with a 24 hours of vacation on January 1, 2018. Marlys is a permanent part-time employee in the police department who has been with the City for over five years. The terms of this MOU were not something that we wanted to include in the contract and felt it was better to be put into a separate MOU. This was part of the negotiations that the mayor and administration tentatively agreed subject to council approval. Staff recommends approval of this MOU.

RESOLUTION NO. 121817-___.
RESOLUTION APPROVING THE POLICE ADMINISTRATION COLLECTIVE
BARGAINING AGREEMENT

WHEREAS, the Teamsters Local No. #320 is the exclusive representative for certain licensed police administration employees ("the bargaining unit) employed by the City of Waite Park ("the City); and

WHEREAS, the collective bargaining agreement by and between the City and Non-Licensed Police Administration is set to expire December 31, 2017; and

WHEREAS, the City and the bargaining unit have met and negotiated terms of the new collective bargaining agreements for the Non-Licensed Police Administration and have reached a tentative agreement that will be effective, if approved, January 1, 2018 and will expire December 31, 2020; and

WHEREAS, the attached Exhibit A is the proposed collective bargaining agreement that has been approved by the Non-licensed Police Administration; and

WHEREAS, the proposed collective bargaining agreement sets forth changes to the terms and conditions of employment that have already been discussed and reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waite Park that we adopt the resolution and approve the attached collective bargaining agreement between the City of Waite Park and Teamsters Local No. 320 Non-Licensed Police Administration Members; and

FURTHER BE IT RESOLVED that the City Council authorizes the Mayor and the City Administrator to execute the attached collective bargaining unit accepting the proposed changes to the collective bargaining unit shown in italics.

ACTION ON THIS RESOLUTION:

Adopted by the Council this 18th day of December 2017.

Shaunna Johnson
City Administrator

Richard E. Miller
Mayor

Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Resolution

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 12/18/17.

Shaunna Johnson
City Administrator

**2018 Pay Plan 1.5% Increase
City of Waite Park
Salary Schedule for July-Dec 2018**

Pay Grade	Steps							
	1	2	3	4	5	6	7	8
1	\$34,944.43	\$36,254.85	\$37,614.40	\$39,024.94	\$40,488.38	\$42,006.69	\$43,581.94	\$45,216.27
2	\$37,477.89	\$38,883.31	\$40,341.43	\$41,854.23	\$43,423.77	\$45,052.16	\$46,741.61	\$48,494.43
3	\$40,195.03	\$41,702.34	\$43,266.18	\$44,888.66	\$46,571.98	\$48,318.43	\$50,130.37	\$52,010.26
4	\$43,109.17	\$44,725.77	\$46,402.98	\$48,143.09	\$49,948.46	\$51,821.53	\$53,764.83	\$55,781.02
5	\$46,234.57	\$47,968.37	\$49,767.18	\$51,633.45	\$53,569.70	\$55,578.57	\$57,662.76	\$59,825.12
6	\$49,586.59	\$51,446.08	\$53,375.31	\$55,376.89	\$57,453.52	\$59,608.03	\$61,843.33	\$64,162.45
7	\$53,181.61	\$55,175.92	\$57,245.01	\$59,391.70	\$61,618.89	\$63,929.60	\$66,326.96	\$68,814.22
8	\$57,037.26	\$59,176.15	\$61,395.26	\$63,697.58	\$66,086.24	\$68,564.47	\$71,135.64	\$73,803.23
9	\$61,172.46	\$63,466.42	\$65,846.41	\$68,315.65	\$70,877.49	\$73,535.40	\$76,292.98	\$79,153.96
10	\$65,607.46	\$68,067.74	\$70,620.28	\$73,268.54	\$76,016.11	\$78,866.71	\$81,824.21	\$84,892.62
11	\$70,363.97	\$73,002.62	\$75,740.22	\$78,580.48	\$81,527.24	\$84,584.52	\$87,756.44	\$91,047.30
12	\$75,465.37	\$78,295.32	\$81,231.40	\$84,277.58	\$87,437.98	\$90,716.91	\$94,118.79	\$97,648.25
13	\$80,936.60	\$83,971.72	\$87,120.66	\$90,387.68	\$93,777.22	\$97,293.87	\$100,942.39	\$104,727.73
14	\$86,804.51	\$90,059.67	\$93,436.91	\$96,940.80	\$100,576.08	\$104,347.68	\$108,260.72	\$112,320.49
15	\$93,097.83	\$96,589.00	\$100,211.09	\$103,969.00	\$107,867.84	\$111,912.88	\$116,109.62	\$120,463.73

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**2018 Pay Plan 1.5% Increase
City of Waite Park
Salary Schedule in Hourly Rates for July-Dec 2018**

Pay Grade	Steps							
	1	2	3	4	5	6	7	8
1	\$16.8002	\$17.4302	\$18.0838	\$18.7620	\$19.4656	\$20.1955	\$20.9529	\$21.7386
2	\$18.0182	\$18.6939	\$19.3949	\$20.1222	\$20.8768	\$21.6597	\$22.4719	\$23.3146
3	\$19.3245	\$20.0492	\$20.8010	\$21.5811	\$22.3904	\$23.2300	\$24.1011	\$25.0049
4	\$20.7256	\$21.5028	\$22.3091	\$23.1457	\$24.0137	\$24.9142	\$25.8485	\$26.8178
5	\$22.2282	\$23.0617	\$23.9265	\$24.8238	\$25.7547	\$26.7205	\$27.7225	\$28.7621
6	\$23.8397	\$24.7337	\$25.6612	\$26.6235	\$27.6219	\$28.6577	\$29.7324	\$30.8473
7	\$25.5681	\$26.5269	\$27.5216	\$28.5537	\$29.6245	\$30.7354	\$31.8880	\$33.0838
8	\$27.4218	\$28.4501	\$29.5170	\$30.6238	\$31.7722	\$32.9637	\$34.1998	\$35.4823
9	\$29.4098	\$30.5127	\$31.6569	\$32.8441	\$34.0757	\$35.3536	\$36.6793	\$38.0548
10	\$31.5420	\$32.7249	\$33.9521	\$35.2253	\$36.5462	\$37.9167	\$39.3386	\$40.8138
11	\$33.8288	\$35.0974	\$36.4136	\$37.7791	\$39.1958	\$40.6656	\$42.1906	\$43.7727
12	\$36.2814	\$37.6420	\$39.0536	\$40.5181	\$42.0375	\$43.6139	\$45.2494	\$46.9463
13	\$38.9118	\$40.3710	\$41.8849	\$43.4556	\$45.0852	\$46.7759	\$48.5300	\$50.3499
14	\$41.7329	\$43.2979	\$44.9216	\$46.6062	\$48.3539	\$50.1672	\$52.0484	\$54.0002
15	\$44.7586	\$46.4370	\$48.1784	\$49.9851	\$51.8595	\$53.8043	\$55.8219	\$57.9153

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**2019 Pay Plan 1.0% Increase
City of Waite Park
Salary Schedule for Jan - July**

Pay Grade	Steps							
	1	2	3	4	5	6	7	8
1	\$35,293.87	\$36,617.39	\$37,990.55	\$39,415.19	\$40,893.26	\$42,426.76	\$44,017.76	\$45,668.43
2	\$37,852.67	\$39,272.14	\$40,744.85	\$42,272.78	\$43,858.01	\$45,502.69	\$47,209.04	\$48,979.38
3	\$40,596.98	\$42,119.37	\$43,698.84	\$45,337.55	\$47,037.71	\$48,801.62	\$50,631.68	\$52,530.37
4	\$43,540.26	\$45,173.02	\$46,867.01	\$48,624.52	\$50,447.94	\$52,339.74	\$54,302.48	\$56,338.82
5	\$46,696.92	\$48,448.05	\$50,264.85	\$52,149.78	\$54,105.40	\$56,134.35	\$58,239.39	\$60,423.37
6	\$50,082.46	\$51,960.55	\$53,909.07	\$55,930.66	\$58,028.06	\$60,204.11	\$62,461.76	\$64,804.08
7	\$53,713.43	\$55,727.68	\$57,817.47	\$59,985.62	\$62,235.08	\$64,568.90	\$66,990.23	\$69,502.37
8	\$57,607.63	\$59,767.92	\$62,009.22	\$64,334.56	\$66,747.11	\$69,250.12	\$71,847.00	\$74,541.27
9	\$61,784.18	\$64,101.09	\$66,504.88	\$68,998.82	\$71,586.27	\$74,270.76	\$77,055.91	\$79,945.51
10	\$66,263.53	\$68,748.42	\$71,326.48	\$74,001.23	\$76,776.27	\$79,655.38	\$82,642.46	\$85,741.55
11	\$71,067.61	\$73,732.65	\$76,497.62	\$79,366.28	\$82,342.52	\$85,430.36	\$88,634.00	\$91,957.77
12	\$76,220.02	\$79,078.27	\$82,043.71	\$85,120.35	\$88,312.36	\$91,624.08	\$95,059.98	\$98,624.73
13	\$81,745.97	\$84,811.44	\$87,991.87	\$91,291.56	\$94,715.00	\$98,266.81	\$101,951.82	\$105,775.01
14	\$87,672.56	\$90,960.28	\$94,371.29	\$97,910.21	\$101,581.84	\$105,391.16	\$109,343.33	\$113,443.70
15	\$94,028.81	\$97,554.89	\$101,213.20	\$105,008.69	\$108,946.52	\$113,032.01	\$117,270.71	\$121,668.36

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**2019 Pay Plan 1.0% Increase
City of Waite Park
Salary Schedule in Hourly Rates**

Pay Grade	Steps							
	1	2	3	4	5	6	7	8
1	\$16.9682	\$17.6045	\$18.2647	\$18.9496	\$19.6602	\$20.3975	\$21.1624	\$21.9560
2	\$18.1984	\$18.8808	\$19.5889	\$20.3235	\$21.0856	\$21.8763	\$22.6967	\$23.5478
3	\$19.5178	\$20.2497	\$21.0091	\$21.7969	\$22.6143	\$23.4623	\$24.3422	\$25.2550
4	\$20.9328	\$21.7178	\$22.5322	\$23.3772	\$24.2538	\$25.1633	\$26.1070	\$27.0860
5	\$22.4504	\$23.2923	\$24.1658	\$25.0720	\$26.0122	\$26.9877	\$27.9997	\$29.0497
6	\$24.0781	\$24.9810	\$25.9178	\$26.8897	\$27.8981	\$28.9443	\$30.0297	\$31.1558
7	\$25.8238	\$26.7922	\$27.7969	\$28.8392	\$29.9207	\$31.0427	\$32.2068	\$33.4146
8	\$27.6960	\$28.7346	\$29.8121	\$30.9301	\$32.0900	\$33.2933	\$34.5418	\$35.8371
9	\$29.7039	\$30.8178	\$31.9735	\$33.1725	\$34.4165	\$35.7071	\$37.0461	\$38.4353
10	\$31.8575	\$33.0521	\$34.2916	\$35.5775	\$36.9117	\$38.2959	\$39.7320	\$41.2219
11	\$34.1671	\$35.4484	\$36.7777	\$38.1569	\$39.5877	\$41.0723	\$42.6125	\$44.2105
12	\$36.6442	\$38.0184	\$39.4441	\$40.9232	\$42.4579	\$44.0500	\$45.7019	\$47.4157
13	\$39.3009	\$40.7747	\$42.3038	\$43.8902	\$45.5361	\$47.2437	\$49.0153	\$50.8534
14	\$42.1503	\$43.7309	\$45.3708	\$47.0722	\$48.8374	\$50.6688	\$52.5689	\$54.5402
15	\$45.2062	\$46.9014	\$48.6602	\$50.4849	\$52.3781	\$54.3423	\$56.3802	\$58.4944

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**2019 Pay Plan 1.0% Increase
City of Waite Park
Salary Schedule for July - Dec**

Pay Grade	Steps							
	1	2	3	4	5	6	7	8
1	\$35,646.81	\$36,983.57	\$38,370.45	\$39,809.34	\$41,302.19	\$42,851.03	\$44,457.94	\$46,125.11
2	\$38,231.20	\$39,664.87	\$41,152.30	\$42,695.51	\$44,296.59	\$45,957.71	\$47,681.13	\$49,469.17
3	\$41,002.95	\$42,540.56	\$44,135.83	\$45,790.93	\$47,508.09	\$49,289.64	\$51,138.00	\$53,055.67
4	\$43,975.66	\$45,624.75	\$47,335.68	\$49,110.77	\$50,952.42	\$52,863.14	\$54,845.51	\$56,902.21
5	\$47,163.88	\$48,932.53	\$50,767.50	\$52,671.28	\$54,646.45	\$56,695.70	\$58,821.79	\$61,027.60
6	\$50,583.28	\$52,480.15	\$54,448.16	\$56,489.97	\$58,608.34	\$60,806.15	\$63,086.38	\$65,452.12
7	\$54,250.56	\$56,284.96	\$58,395.64	\$60,585.48	\$62,857.43	\$65,214.59	\$67,660.14	\$70,197.39
8	\$58,183.71	\$60,365.60	\$62,629.31	\$64,977.91	\$67,414.58	\$69,942.63	\$72,565.47	\$75,286.68
9	\$62,402.03	\$64,742.10	\$67,169.93	\$69,688.80	\$72,302.13	\$75,013.46	\$77,826.47	\$80,744.96
10	\$66,926.17	\$69,435.90	\$72,039.75	\$74,741.24	\$77,544.03	\$80,451.94	\$83,468.88	\$86,598.97
11	\$71,778.29	\$74,469.97	\$77,262.60	\$80,159.94	\$83,165.94	\$86,284.66	\$89,520.34	\$92,877.35
12	\$76,982.22	\$79,869.06	\$82,864.15	\$85,971.55	\$89,195.49	\$92,540.32	\$96,010.58	\$99,610.97
13	\$82,563.43	\$85,659.55	\$88,871.79	\$92,204.48	\$95,662.15	\$99,249.48	\$102,971.33	\$106,832.76
14	\$88,549.28	\$91,869.88	\$95,315.00	\$98,889.31	\$102,597.66	\$106,445.07	\$110,436.76	\$114,578.14
15	\$94,969.10	\$98,530.44	\$102,225.33	\$106,058.78	\$110,035.98	\$114,162.33	\$118,443.42	\$122,885.05

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**2019 Pay Plan 1.0% Increase
City of Waite Park
Salary Schedule in Hourly Rates**

Pay Grade	Steps							
	1	2	3	4	5	6	7	8
1	\$17.1379	\$17.7806	\$18.4473	\$19.1391	\$19.8568	\$20.6015	\$21.3740	\$22.1755
2	\$18.3804	\$19.0696	\$19.7848	\$20.5267	\$21.2964	\$22.0951	\$22.9236	\$23.7833
3	\$19.7130	\$20.4522	\$21.2191	\$22.0149	\$22.8404	\$23.6969	\$24.5856	\$25.5075
4	\$21.1421	\$21.9350	\$22.7575	\$23.6109	\$24.4964	\$25.4150	\$26.3680	\$27.3568
5	\$22.6749	\$23.5253	\$24.4075	\$25.3227	\$26.2723	\$27.2575	\$28.2797	\$29.3402
6	\$24.3189	\$25.2308	\$26.1770	\$27.1586	\$28.1771	\$29.2337	\$30.3300	\$31.4674
7	\$26.0820	\$27.0601	\$28.0748	\$29.1276	\$30.2199	\$31.3532	\$32.5289	\$33.7487
8	\$27.9729	\$29.0219	\$30.1102	\$31.2394	\$32.4109	\$33.6263	\$34.8872	\$36.1955
9	\$30.0010	\$31.1260	\$32.2932	\$33.5042	\$34.7606	\$36.0642	\$37.4166	\$38.8197
10	\$32.1760	\$33.3826	\$34.6345	\$35.9333	\$37.2808	\$38.6788	\$40.1293	\$41.6341
11	\$34.5088	\$35.8029	\$37.1455	\$38.5384	\$39.9836	\$41.4830	\$43.0386	\$44.6526
12	\$37.0107	\$38.3986	\$39.8385	\$41.3325	\$42.8824	\$44.4905	\$46.1589	\$47.8899
13	\$39.6940	\$41.1825	\$42.7268	\$44.3291	\$45.9914	\$47.7161	\$49.5054	\$51.3619
14	\$42.5718	\$44.1682	\$45.8245	\$47.5429	\$49.3258	\$51.1755	\$53.0946	\$55.0856
15	\$45.6582	\$47.3704	\$49.1468	\$50.9898	\$52.9019	\$54.8857	\$56.9440	\$59.0794

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**2020 Pay Plan 2.0% Increase
City of Waite Park
Salary Schedule for Jan - July**

Pay Grade	Steps							
	1	2	3	4	5	6	7	8
1	\$36,359.75	\$37,723.24	\$39,137.86	\$40,605.53	\$42,128.24	\$43,708.04	\$45,347.10	\$47,047.61
2	\$38,995.82	\$40,458.17	\$41,975.35	\$43,549.42	\$45,182.53	\$46,876.87	\$48,634.76	\$50,458.56
3	\$41,823.01	\$43,391.37	\$45,018.55	\$46,706.74	\$48,458.25	\$50,275.43	\$52,160.76	\$54,116.79
4	\$44,855.17	\$46,537.24	\$48,282.39	\$50,092.98	\$51,971.47	\$53,920.39	\$55,942.41	\$58,040.25
5	\$48,107.08	\$49,911.09	\$51,782.76	\$53,724.61	\$55,739.28	\$57,829.51	\$59,998.11	\$62,248.04
6	\$51,594.95	\$53,529.76	\$55,537.12	\$57,619.76	\$59,780.51	\$62,022.27	\$64,348.11	\$66,761.16
7	\$55,335.57	\$57,410.66	\$59,563.55	\$61,797.19	\$64,114.58	\$66,518.88	\$69,013.34	\$71,601.34
8	\$59,347.38	\$61,572.91	\$63,881.90	\$66,277.47	\$68,762.87	\$71,341.48	\$74,016.78	\$76,792.41
9	\$63,650.07	\$66,036.95	\$68,513.33	\$71,082.58	\$73,748.18	\$76,513.74	\$79,383.00	\$82,359.87
10	\$68,264.69	\$70,824.62	\$73,480.54	\$76,236.06	\$79,094.92	\$82,060.97	\$85,138.26	\$88,330.95
11	\$73,213.86	\$75,959.38	\$78,807.85	\$81,763.15	\$84,829.26	\$88,010.36	\$91,310.75	\$94,734.90
12	\$78,521.86	\$81,466.43	\$84,521.43	\$87,690.98	\$90,979.39	\$94,391.12	\$97,930.78	\$101,603.19
13	\$84,214.70	\$87,372.75	\$90,649.23	\$94,048.57	\$97,575.40	\$101,234.47	\$105,030.77	\$108,969.42
14	\$90,320.27	\$93,707.28	\$97,221.30	\$100,867.10	\$104,649.61	\$108,573.97	\$112,645.50	\$116,869.70
15	\$96,868.48	\$100,501.05	\$104,269.84	\$108,179.96	\$112,236.71	\$116,445.58	\$120,812.29	\$125,342.75

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115 - 148
149 - 185
186 - 225
226 - 268
269 - 314
315 - 363
364 - 416
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474 - 535
536 - 599
600 - 665
666 - 731
732 - 797

**2020 Pay Plan 1.0% Increase
City of Waite Park
Salary Schedule in Hourly Rates**

Pay Grade	Steps							
	1	2	3	4	5	6	7	8
1	\$17.4806	\$18.1362	\$18.8163	\$19.5219	\$20.2540	\$21.0135	\$21.8015	\$22.6190
2	\$18.7480	\$19.4510	\$20.1805	\$20.9372	\$21.7224	\$22.5370	\$23.3821	\$24.2589
3	\$20.1072	\$20.8612	\$21.6435	\$22.4552	\$23.2972	\$24.1709	\$25.0773	\$26.0177
4	\$21.5650	\$22.3737	\$23.2127	\$24.0832	\$24.9863	\$25.9233	\$26.8954	\$27.9040
5	\$23.1284	\$23.9957	\$24.8956	\$25.8291	\$26.7977	\$27.8026	\$28.8452	\$29.9269
6	\$24.8053	\$25.7355	\$26.7005	\$27.7018	\$28.7406	\$29.8184	\$30.9366	\$32.0967
7	\$26.6036	\$27.6013	\$28.6363	\$29.7102	\$30.8243	\$31.9802	\$33.1795	\$34.4237
8	\$28.5324	\$29.6024	\$30.7124	\$31.8642	\$33.0591	\$34.2988	\$35.5850	\$36.9194
9	\$30.6010	\$31.7485	\$32.9391	\$34.1743	\$35.4559	\$36.7855	\$38.1649	\$39.5961
10	\$32.8196	\$34.0503	\$35.3272	\$36.6520	\$38.0264	\$39.4524	\$40.9319	\$42.4668
11	\$35.1990	\$36.5189	\$37.8884	\$39.3092	\$40.7833	\$42.3127	\$43.8994	\$45.5456
12	\$37.7509	\$39.1666	\$40.6353	\$42.1591	\$43.7401	\$45.3803	\$47.0821	\$48.8477
13	\$40.4878	\$42.0061	\$43.5814	\$45.2157	\$46.9112	\$48.6704	\$50.4956	\$52.3891
14	\$43.4232	\$45.0516	\$46.7410	\$48.4938	\$50.3123	\$52.1990	\$54.1565	\$56.1874
15	\$46.5714	\$48.3178	\$50.1297	\$52.0096	\$53.9600	\$55.9835	\$58.0828	\$60.2609

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Summary of City of Waite Park's and Teamster #320 Police Administration Bargaining Unit Tentative Agreement from 11/22/17

The City reserves the right to modify, amend, or withdraw any provision of this proposal or this proposal in its entirety at any time during negotiations or mediation. In making this proposal, the city is not waiving nor relinquishing any inherent management rights nor can this proposal be construed as such waiver or relinquishment, and it reserves the right to exercise such right unilaterally without meeting and negotiating with the exclusive representative.

UNION AND CITY TENTATIVE AGREEMENT FOR REVIEW

1. Article 16. Vacation

16.7 (NEW) All permanent part-time employees are eligible for vacation pay after the first year if they work a minimum of 1,248 hours per year (24 hours per week). Vacation is pro-rated based on the actual hours worked in the previous year.

Separate MOU will also provide Marlys Saari with 24 hours of vacation on January 1, 2018 with the remaining balance of vacation for 2018 to be available to her upon her anniversary date.

2. Article 18. Group Insurance Benefits

18.1 The City will pay up to \$1,175.00 for health insurance premiums for 2018, 2019, and 2020 for an Employee Single Plan.

The City will pay up to \$2,125.00 for health insurance premiums for 2018, 2019, and 2020 for an Employee Family Plan.

3. Article 22. Pay Plan

- 22.1 A one and one-half percent (1.5%) general wage increase January 1, 2018
- A one and one-half percent (1.5) general wage increase July 2, 2018
- A one percent (1%) general wage increase December 31, 2018
- A one percent (1%) general wage increase July 1, 2019
- A two percent (2%) general wage increase December 30, 2019
- A one percent (1%) general wage increase June 29, 2020

4. Article 27. Duration

27.1 Three (3) year duration: 2018 through 2020

Labor Agreement

Between

The City of Waite Park

And

**Minnesota Teamsters
Public and Law Enforcement
Employees' Union,
Local #320**

Police Administration

January 1, 2018 through December 31, 2020

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(Waite Park Non-Licensed Essential Employees)

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LABOR AGREEMENT
Between
THE CITY OF WAITE PARK
And
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL #320
(Waite Park Non-Licensed Essential Employees)

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into effective January 1, 2018 between the City of Waite Park, hereinafter called the EMPLOYER, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320, hereinafter called the UNION.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality service and protection to the City of Waite Park. Both parties recognize this Agreement as a pledge of their dedication.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the Exclusive Representative under the Public Employment Labor Relations Act of 1971 as amended, for all personnel in the following bargaining unit:

“All Non-Licensed Essential Employees employed by the City of Waite Park Police Department, who are public employees within the meaning of Minn Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.”

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the bureau of Mediation Services for determination.
- 2.3 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

- 2.4 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, religious belief or political belief.

ARTICLE 3. DEFINITIONS

- 3.1 Union: The Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320.
- 3.2 Union Member: a member of the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320 in the bargaining unit to which this Agreement applies.
- 3.3 Employees: A member of the exclusively recognized bargaining unit.
- 3.4 Employer: The City of Waite Park.
- 3.5 Department: The City of Waite Park Police Department.
- 3.6 Chief: The Chief of the City of Waite Park Police.
- 3.7 Union Officer: Officer elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320.
- 3.8 Regular Employee: An employee who has one (1) year of continuous employment with the City of Waite Park Police Department.
- 3.9 Overtime: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.10 Scheduled Shift: Work shifts, work breaks, staffing schedules, and the assignment of employees established by the Employer.
- 3.11 Retirement: Eligible for annuity under the State Retirement System (P.E.R.A.)
- 3.12 Bargaining Unit position: A job classification included in the bargaining unit pursuant to Article 2 and which is established as an on-going position. A bargaining unit position does not include a position which is created merely to address an overload or emergency situation or is otherwise intended to be limited in duration.

ARTICLE 4. EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology, to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform inherent managerial functions not specifically limited by the Agreement.

ARTICLE 6. UNION SECURITY

- 6.1 The Employer shall deduct from the wages of the employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate an employee from the bargaining unit to act as steward and another employee to act as alternate steward. The Union shall inform the Employer in writing of the employees designated and of any changes in such designation.
- 6.3 The Employer shall make space available on the employee bulletin board for the posting of official Union notices and announcements.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.5 The Employer agrees that on the Employer's premises and without loss of pay, the Union steward shall be allowed to post official Union notices; transmit communications authorized by the Union or its officers under the terms of this Agreement; to consult with the employer, his/her representative, Union officers or the Union Representative concerning the enforcement of any provision of this Agreement, so long as such action does not interfere with regular employee duties. The Union shall not take employees from the performance of their assigned responsibilities without prior approval of the Employer's designated representative.
- 6.6 The Steward is authorized to perform and discharge the duties and responsibilities which are assigned to him/her under the terms of this Agreement and any supplementary agreements. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against the steward because of the performance of such duties.

ARTICLE 7. PROBATION

- 7.1 All employees who are original hires, or rehires following separation, shall serve a probationary period of twelve (12) consecutive months of active work (which does not include time spent on a leave of absence except as may be required by law). The Employer may extend this probation for a period not to exceed ninety (90) days upon notice to the employee and Union. Any time during probationary period an employee may be terminated by Employer.
- 7.2 All employees promoted from a bargaining unit classification to a higher job classification within the bargaining unit shall serve a trial of ninety (90) calendar days. At any time during the trial

period, any promoted employee within or outside of the bargaining unit may be returned to the employee's previously held job classification in the bargaining unit, at the discretion of the Employer or the Employee.

- 7.3 Employees shall, during the probationary period, accumulate paid leave as provided by Article 15 and Article 16. Employees may take leaves of absence during the probationary period at the sole discretion of the Employer.

ARTICLE 8. EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

- 8.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 8.2 Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated as provided by Section 6.2 of this Agreement.
- 8.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Union representative have notified and received the approval of the designated supervisor, who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 8.4 Procedure. Grievance, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

STEP 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) calendar days after such alleged violation has occurred, present such grievance in writing to the Chief of Police as designated by the Employer. The Chief of Police will discuss and give an answer in writing to such Step 1 grievance within fifteen (15) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing and shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within fifteen (15) calendar days after the Chief of Police's final answer to Step 1. Any grievance not appealed in writing to Step 2 by the Union within fifteen (15) calendar days shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented in writing by the Union and discussed with the Step 2 representative, the City Administrator. The City Administrator shall give the Union the Employer's Step 2 answer in writing within fifteen (15) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) calendar days following the City Administrator's final answer in Step 2. Any

grievance not appealed in writing to Step 3 by the Union within fifteen (15) calendar days shall be considered waived.

STEP 3. A grievance unresolved in STEP 2, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services.

STEP 4. A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of this Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

8.5 Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add or to subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of laws. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

8.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by the mutual agreement of the Employer and the Union in each step.

ARTICLE 9. SENIORITY

9.1 The Employer shall establish seniority lists, current as of the effective date of this Agreement.

Separate seniority lists shall be established for each classification which includes employees covered by this Agreement and each such list shall rank employees in order of highest to lowest seniority within the classification. The Employer shall concurrently post the seniority lists and deliver them to the Union steward. Any employee of the Union shall be obligated to notify the Employer of any error in the lists within thirty (30) days of such posting. If no error is reported within this thirty (30) day period, the list will stand correct as posted.

- 9.2 For seniority purposes, length of service shall be based on compensated time, exclusive of overtime, computed on the basis of 2,080 hours per calendar year and starting from the most recent date of employment, re-employment or appointment to the employee's classification. Any employee who takes an Employer approved non-compensated leave of absence or who is on lay-off status and returns to active employment pursuant to the terms of this Agreement shall be entitled to credit for all seniority accrued as of the time the leave or lay-off commenced.
- 9.3 Any employee who is covered by this Agreement and who is subsequently promoted or transferred to any position within the Police Department shall retain seniority in his/her classification.
- 9.4 Except in those instances where senior employees are not qualified to perform remaining work duties, seniority shall determine the order of lay-off and recall from lay-off. Lay-off shall be in inverse order of seniority within each classification, provided that an employee who is to be laid off and who has previously served in a lower or equal pay grade by this Agreement may request to exercise seniority rights in such classification.

Recall from lay-off shall be in order by seniority within each classification, provided that a recalled employee must indicate his/her intention to return to work within fourteen (14) days of notification; failure to respond to recall as herein provided shall result in automatic termination of seniority and employment.

Any employee shall remain on the recall roster for two (2) years unless he/she fails to respond to recall notification. At the end of said two years, all employment and seniority rights shall terminate.

- 9.5 Senior qualified employees shall be given preference with regard to transfers and job classification assignments.
- 9.6 Senior qualified employees shall be given shift assignment preference as vacancies occur.

ARTICLE 10. DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in form of:
 - A. Oral reprimand
 - B. Written reprimand
 - C. Suspension
 - D. Reduction
 - E. Discharge
- 10.2 Suspension, reduction and discharges will be in written form.

- 10.3 Written reprimands that are to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and notices of suspension and discharge.
- 10.4 Written reprimands shall be removed from an employee's personnel file after two (2) years if not part of a continuing record.
- 10.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.6 Discharges will be preceded by a five (5) day suspension without pay.
- 10.7 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.8 Grievances relating to this Article may be initiated by the Union in Step 3 or the grievance procedure under Article VII.
- 10.9 Choice of Remedy. An employee with a contract related grievance must select either the appropriate Civil Service procedure, the grievance procedure provided by this contract, or any remedy provided by federal law. In no instances will an employee be permitted to seek a remedy under both provisions for the same grievance.
- 10.10 Nothing in this Agreement shall limit the city's right to terminate a non-permanent employee.
- 10.11 Nothing in this Agreement shall provide a non-permanent employee with a right to binding arbitration with regard to disciplinary action.

ARTICLE 11. LEGAL PROTECTION

- 11.1 The Employer and the Union agree that nothing in this Agreement shall limit or impair the rights of covered employees under the laws of the United States of the State of Minnesota.

ARTICLE 12. NORMAL WORKING HOURS AND OVERTIME

- 12.1 Normal work days are five (5) consecutive work days (8 hour days) with a one-half (1/2) hour lunch break and two (2) fifteen (15) minute paid rest breaks.
- 12.2 Overtime shall be paid for any hours worked in excess of the normal work day. Overtime will be paid to an employee who works his/her scheduled day off.
- 12.3 Employees will be compensated at one and one-half (1 ½) times the base rate for hours worked in excess of the normal work day. Changes of shifts shall not qualify employees for overtime under this Article.
- 12.4 Overtime work will be distributed as equally as practicable, consistent with the functions of the department.

- 12.5 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.6 Overtime shall be calculated to the nearest fifteen (15) minutes.
- 12.7 Overtime accumulation may be accrued as compensatory time if requested by the employee. The maximum accumulation of compensatory time shall be forty (40) hours.
 - A. Employees may carry over ten (10) hours into the following calendar year. Compensatory time in excess of the ten (10) hours carry over shall be paid to the employee at the applicable rate of pay. Any compensatory time balance as of the last pay period of the calendar year in which the pay date is the latest pay date of the calendar year shall be cashed out.

ARTICLE 13. CALL BACK – ON CALL

- 13.1 An employee shall be credited with a minimum of two (2) hours at time and one-half (1 ½) in the following circumstances:
 - A. An employee required to appear in court during scheduled off-duty time;
 - B. An employee called to duty during scheduled off-duty time to cover an emergency situation;
 - C. An employee who is off-duty but called back to duty by departmental order of subpoena to give testimony about events arising out of or action taken as a Essential non-Licensed employee.
- 13.2 The provision for a minimum time set forth in this Article shall not apply if the employee is responding in a manner which creates an extension or early report to a regularly scheduled shift.
- 13.3 ON-CALL PAY: Employees required to be on-call by the Employer shall receive one hours pay at double time (2) for each day on-call.

ARTICLE 14. HOLIDAYS

- 14.1 An employee who is required to work the holiday shall be paid at time and one-half (1 ½) their regular rate of pay for all hours worked in addition to holiday at the straight time rate of pay for all hours.
- 14.2 Holidays are defined as:

New Year’s Day	January 1
Martin Luther Kind Day	Third Monday in January
President’s Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve Day	December 24

- 14.3 When New Year's Day, Independence Day, Veteran's Day, Christmas Eve Day or Christmas Day falls on a Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Veteran's Day, Christmas Eve Day or Christmas Day falls on a Saturday, the preceding day shall be a holiday. For purposes of determining work on a holiday in the circumstances set forth in this sub-article, the calendar day of the holiday shall prevail.
- 14.4 Each employee shall be entitled to two (2) eight hour personal days to be taken at the employee's discretion.

ARTICLE 15. SICK LEAVE

- 15.1 Sick Leave shall be earned by permanent full-time employees according to the following schedule:
- 15.2 Sick benefits are paid if you cannot work for medical reasons because of personal illness, injury, pregnancy, or an immediate family illness (spouse, dependent children and stepchildren under age 21, and family members that you may have guardianship over.) For each day employee cannot work because of these medical reasons, employees must use earned hours for sickness benefits.
- 15.3 Sick leave shall be earned by permanent full-time employees according to the following schedule:
- During the 1st year of employment – eighty (80) hours per year (no sick leave may be used until completion of six (6) months of service – then forty (40) hours of sick leave may be used as necessary until completion of one (1) year.)
- After the 1st year of employment – one hundred twenty (120) hours per year accrued at a rate of 4.62 hours per bi-weekly pay period.
- 15.4 Part-time employees who work a minimum of 1,664 hours per year (avg. 32 hours per week) will accrue sickness benefits at a rate of 8 hours per month. Sickness benefits will accrue from hire date but will not be considered earned until employee has completed one (1) full year of employment.
- 15.5 Sick leave may be accumulated to a maximum of 1,200 hours payable upon retirement.
- 15.6 Unused sick days accumulated above the 1,200 hours shall be banked at the rate of one-half (1/2) hour per hour earned and shall be paid to the employee's Post Retirement Health Insurance Account at the regular hourly rate or pay, upon the anniversary date of the employee. The remaining one-half (1/2) hour per hour shall be banked for use as a catastrophic sick leave bank to a maximum of 2,000 hours. Upon retirement of service the maximum payable shall remain at 1,200 hours.
- 15.7 Sick pay accumulation is to be computed using the same procedures as vacation pay.
- 15.8 Benefit accrual will discontinue during any unpaid leave.
- 15.9 Sick time must be indicated as such on employee time card and will not duplicate any other pay.
- 15.10 The City reserves the right to verify all illnesses and injuries.

- 15.11 Sick time in excess of three (3) days will require documentation from a physician.
- 15.12 All accumulated sick leave will be paid upon the death of an employee if all of the following circumstances apply: (1) the employee is an employee in this bargaining unit at the time of his or her death; (2) the death qualifies beneficiary(ies) in the employee's City-sponsored life insurance plan for benefits under the employee's City-sponsored life insurance plan; and (3) all legal requirements are otherwise satisfied.

ARTICLE 16. VACATIONS

- 16.1 All regular full-time employees shall be eligible for vacation leave benefits except newly hired employees shall not be eligible to utilize vacation benefits during the first twelve (12) months of employment
- 16.2 All permanent full-time employees shall be eligible for vacation leave benefits except newly hired employees shall not be eligible to utilize vacation benefits during the first twelve (12) months of employment.
- 16.3 Each permanent employee shall be granted vacation according to the following schedule based on the employee's anniversary date:

<u>Completed Year</u>	<u>Hours Per Pay Period</u>
0-7 years of service	80 hrs per year – 3.08 hrs/pay period
8-14 years of service	120 hrs per year – 4.62 hrs/pay period
15-20 years of service	160 hrs per year-6.16 hrs/pay period
21 years and over	200 hrs per year-7.70 hr/pay period

- 16.4 Vacation requests submitted shall be honored based on seniority. Employees with more than 200 hours of accumulated vacation time who desire paid time off that does not qualify for sick leave must use vacation time until the accumulated time is less than 200 hours.
- 16.5 Maximum vacation accumulation shall be equal to the number of hours earned in the preceding year plus hours earned to date in the current year.
- 16.6 Every permanent full-time employee shall be eligible to receive, upon separation from service for any reason, payment for unused vacation accumulated.
- 16.7 All permanent part-time employees eligible for vacation pay after the first year if they work a minimum of 1,248 hours per year (24 hours per week). Vacation is pro-rated based on the actual hours worked in the previous year.

ARTICLE 17. CLOTHING ALLOWANCE

- 17.1 The Employer shall provide all equipment and clothing in accordance with department requirements.

ARTICLE 18. GROUP INSURANCE BENEFITS

18.1 The City will pay up to \$1,175.00 for health insurance premiums for 2018, 2019, and 2020 for an Employee Single Plan.

The City will pay up to \$2,125.00 for health insurance premiums for 2018, 2019, and 2020 for an Employee Family Plan.

18.2 The Employer shall pay 100% of the group life insurance for the individual employees to a face amount as listed below:

\$50,000 – Employee \$15,000 – Spouse \$10,000 – Each Child

ARTICLE 19. INJURY ON DUTY (For Community Service Officer)

19.1 Effective for injuries occurring on or after January 1, 1988, the Employer shall grant full salary to an employee who is injured while on duty, through no fault of the employee, for ninety (90) days, provided a doctor’s certificate is filed with the City stating that the employee is not able to return to work during the ninety (90) day period. The City may continue to grant such salary to an employee beyond the ninety (90) day period upon further evidence from a doctor stating that such employee is still unable to return to work as a result of his/her injury on the job. The amount of Worker’s Compensation being received shall be reported to the Employer and shall be credited against the amount paid by the City so that the aggregate of the two (2) shall equal the employee’s regular salary.

19.2 The time used under this provision shall not be charged against the employee’s regularly accrued sick leave time.

ARTICLE 20. TRAINING EXPENSES

20.1 The Employer agrees to pay expenses related to training as defined by the City’s personnel policy.

ARTICLE 21. PAY PLAN

21.1 Employees’ shall be paid a base wage in accordance with the City of Waite Park’s Pay Plan for the applicable calendar year, which is attached to and incorporated into this Agreement and entitled “Appendix A –City of Waite Park Pay Plan. This pay plan includes the following general wage increases:

- 1.5% general wage increase January 1, 2018
- 1.5% general wage increase July 2, 2018
- 1.0% general wage increase December 31, 2018
- 1.0% general wage increase July 1, 2019
- 2.0% general wage increase December 30, 2019
- 1.0% general wage increase June 29, 2020

21.2 SHIFT DIFFERENTIAL.

A shift differential of fifty cents (\$.50) per hour shall be paid for any permanent shift hours worked between 8:00 p.m. and 6:00 a.m. This rate is not subject to overtime rates (i.e., an

employee will not be paid time and one-half (1 ½) the shift differential rate or \$.75 per hour for overtime hours.)

ARTICLE 22. FAMILY LEAVE

22.1 Family Medical Leave Absence (FMLA) – city complies with FMLA as defined by Federal Statute for all employees.

ARTICLE 23. POST RETIREMENT HEALTH CARE SAVINGS PLAN

23.1 Pay all cash payments from Sick Leave per Article 15, into the Post Retirement Health Care Savings Plan.

23.2	The following percentage of gross wages will be put into the Plan:	0-9 yrs	2%
		10 – 19 yrs	3%
		20+ years	4%

23.3 Pay all cash payment from Article 15.6 into the Post-Retirement Health Care Savings Plan.

ARTICLE 24. DURATION

This Agreement shall be effective as of January 1, 2018 except as herein noted and shall remain in full force and effect until December 31, 2020. Wages shall be effective on the applicable dates as indicated in Article 21 above.

ARTICLE 25. WAIVER

25.1 The Agreement represents the complete Agreement between the Union and the employer.

In witness thereof, the parties hereto have executed this Agreement on this _____ day of _____, 2017.

FOR THE CITY OF WAITE PARK

FOR THE TEAMSTERS LOCAL NO. 320

Mayor

Business Agent

City Administrator-Clerk-Treasurer

Steward

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF WAITE PARK
AND
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL NO. 320**

This Memorandum of Understanding is made and entered into by and between the City of Waite Park (the "City") and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320 (the "Teamsters").

WEREAS, the Teamsters is the exclusive representative for certain non-licensed essential employees employed in the City Police Department ("Police Administration Unit"); and

WHEREAS, the City and the Police Administration Unit are parties to a labor agreement by and between the City and the Police Administration Unit that will be in effect from January 1, 2018 through December 31, 2020 ("Labor Agreement"); and

WHEREAS, based on unique circumstances, the parties agree to provide 24 hours of vacation to Police Administration Unit employee Marlys Saari on January 1, 2018 and any remaining balance of vacation that she would be eligible for in 2018 on her on anniversary date in 2018; and

NOW THEREFORE, all parties hereto, in consideration of their mutual covenants and agreements to be performed, as hereinafter set forth, agree as follows

Article 1. Marlys Saari Vacation Time

Marlys Saari will be credited with:

- A. 24 hours of vacation time on January 1, 2018; and
- B. Vacation time as provided in Article 16 of the Labor Agreement minus 24 hours.

Article 2. No Precedent of Past Practice

All parties to this Memorandum of Understanding ("MOU") hereby acknowledge and agree that this MOU does not establish any precedent or past practice of the City or the Teamsters. This MOU must not be introduced, referred to, or in any other way utilized in any subsequent negotiations, mediation, arbitration, litigation, or administrative hearing except as may be necessary to enforce its provisions and terms.

Article 3. Amendment, Modification, or Termination

This MOU or any of its terms may only be amended, modified, or terminated by a written instrument signed by or on behalf of all of the parties hereto or their successors in interest.

Article 4. Entire MOU

This MOU constitutes this entire MOU among the parties hereto and no representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU.

Article 5. Binding Effect

This MOU is binding upon, and inures, to the benefit of the successors, assigns, executors, and administrators, heirs, and legal representatives of the parties hereto, provided, however, that no assignment by a party shall operate to relieve such party of its obligations hereunder.

Article 6. Severability

If any provision, or any portion thereof, contained in this MOU is held unconstitutional, invalid, or unenforceable, the remainder of this MOU, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Article 7. Effective Date

This MOU is effective on the latest date affixed to the signatures hereto.

Accepted on behalf of Minnesota Teamsters Public and Law Enforcement Employees' Union,
Local No. 320

By: _____

Dated: _____

By: _____

Dated: _____

Accepted on behalf of the City of Waite Park

By: _____

Dated: _____

By: _____

Dated: _____

Consent Agenda Item G& H: Approve Resolution Approving Police Officer Collective Bargaining Unit Agreement and Maintenance Worker Bargaining Unit Agreement

The Police Officer and Maintenance Worker resolutions, along with a copy of the respected collective bargaining unit agreements are attached for your review and consideration. Also included is a summary of the proposed changes for each collective bargaining unit agreement for your review. Those changes have been added to the collective bargaining unit agreements. The agreement is a three-year agreement and includes cost of living increases as follows:

2018: January 1.5%; July 1.5%

2019: January 1% July 1%

2020: January 2% July 1%

The dates on these increases correspond to the closest start date of a new payroll period.

The collective bargaining units have reviewed and approved the contracts that are presented. Staff recommends approval of these two resolutions as presented.

RESOLUTION NO. 121817-___.
RESOLUTION APPROVING THE POLICE OFFICER COLLECTIVE
BARGAINING AGREEMENT

WHEREAS, the Teamsters Local No. #320 is the exclusive representative for certain licensed police officer employees ("the bargaining unit) employed by the City of Waite Park ("the City); and

WHEREAS, the collective bargaining agreement by and between the City and Licensed Police Officer is set to expire December 31, 2017; and

WHEREAS, the City and the bargaining unit have met and negotiated terms of the new collective bargaining agreements for the Licensed Police Officer and have reached a tentative agreement that will be effective, if approved, January 1, 2018 and will expire December 31, 2020; and

WHEREAS, the attached Exhibit A is the proposed collective bargaining agreement that has been approved by the Licensed Police Officer; and

WHEREAS, the proposed collective bargaining agreement sets forth changes to the terms and conditions of employment that have already been discussed and reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waite Park that we adopt the resolution and approve the attached collective bargaining agreement between the City of Waite Park and Teamsters Local No. 320 Licensed Police Officer Members; and

FURTHER BE IT RESOLVED that the City Council authorizes the Mayor and the City Administrator to execute the attached collective bargaining unit accepting the proposed changes to the collective bargaining unit shown in italics.

ACTION ON THIS RESOLUTION:

Adopted by the Council this 18th day of December 2017.

Shaunna Johnson
City Administrator

Richard E. Miller
Mayor

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution

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 12/18/17.

Shaunna Johnson
City Administrator



**Summary of City of Waite Park's and Teamster #320 Police Officers Bargaining Unit
Tentative Agreement from 11/22/17**

The City reserves the right to modify, amend, or withdraw any provision of this proposal or this proposal in its entirety at any time during negotiations or mediation. In making this proposal, the city is not waiving nor relinquishing any inherent management rights nor can this proposal be construed as such waiver or relinquishment, and it reserves the right to exercise such right unilaterally without meeting and negotiating with the exclusive representative.

UNION AND CITY TENTATIVE AGREEMENT FOR REVIEW

1. Article 18. Group Insurance Benefits

18.1 The City will pay up to \$1,175.00 for health insurance premiums for 2018, 2019, and 2020 for an Employee Single Plan.

The City will pay up to \$2,125.00 for health insurance premiums for 2018, 2019, and 2020 for an Employee Family Plan.

2. Article 21. Pay Plan

- 22.1 A one and one-half percent (1.5%) general wage increase January 1, 2018
- A one and one-half percent (1.5) general wage increase July 2, 2018
- A one percent (1%) general wage increase December 31, 2018
- A one percent (1%) general wage increase July 1, 2019
- A two percent (2%) general wage increase December 30, 2019
- A one percent (1%) general wage increase June 29, 2020

3. Article 27. Duration

27.1 Three (3) year duration: 2018 through 2020

Labor Agreement

Between

The City of Waite Park

And

**Minnesota Teamsters
Public and Law Enforcement
Employees' Union,
Local #320**

Police Officers

January 1, 2018 through December 31, 2020

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(Waite Park Police Officer Employees)

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LABOR AGREEMENT
Between
THE CITY OF WAITE PARK
And
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL #320
(Waite Park Police Officers)

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into effect **January 1, 2018** between the City of Waite Park, hereinafter called the EMPLOYER, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320, hereinafter called the UNION.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality service and protection to the City of Waite Park. Both parties recognize this Agreement as a pledge of their dedication.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the Exclusive Representative under the Public Employment Labor Relations Act of 1971 as amended, for all personnel in the following bargaining unit:

“All Essential Employees employed by the City of Waite Park Police Department, who are public employees within the meaning of Minn Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.”

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the bureau of Mediation Services for determination.

- 2.3 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.4 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, religious belief or political belief.

ARTICLE 3. DEFINITIONS

- 3.1 Union: The Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320.
- 3.2 Union Member: a member of the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320 in the bargaining unit to which this Agreement applies.
- 3.3 Employees: A member of the exclusively recognized bargaining unit.
- 3.4 Employer: The City of Waite Park.
- 3.5 Department: The City of Waite Park Police Department.
- 3.6 Chief: The Chief of the City of Waite Park Police.
- 3.7 Union Officer: Officer elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320.
- 3.8 Regular Employee: An employee who has one (1) year of continuous employment with the City of Waite Park Police Department.
- 3.9 Overtime: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.10 Scheduled Shift: Work shifts, work breaks, staffing schedules, and the assignment of employees established by the Employer.
- 3.11 Rest Break: A period during the scheduled shift during which an employee remains on continual duty and is responsible for assigned duties.
- 3.12 Bargaining Unit position: A job classification included in the bargaining unit pursuant to Article 2 and which is established as an on-going position. A bargaining unit position does not include a position which is created merely to address an overload or emergency situation or is otherwise intended to be limited in duration.

ARTICLE 4. EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology, to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform inherent managerial functions not specifically limited by the Agreement.

ARTICLE 6. UNION SECURITY

- 6.1 The Employer shall deduct from the wages of the employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate an employee from the bargaining unit to act as steward and another employee to act as alternate steward. The Union shall inform the Employer in writing of the employees designated and of any changes in such designation.
- 6.3 The Employer shall make space available on the employee bulletin board for the posting of official Union notices and announcements.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.5 The Employer agrees that on the Employer's premises and without loss of pay, the Union steward shall be allowed to post official Union notices; transmit communications authorized by the Union or its officers under the terms of this Agreement; to consult with the employer, his/her representative, Union officers or the Union Representative concerning the enforcement of any provision of this Agreement, so long as such action does not interfere with regular employee duties. The Union shall not take employees from the performance of their assigned responsibilities without prior approval of the Employer's designated representative.
- 6.6 The Steward is authorized to perform and discharge the duties and responsibilities which are assigned to him/her under the terms of this Agreement and any supplementary agreements. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against the steward because of the performance of such duties.

ARTICLE 7. PROBATION

- 7.1 All employees who are original hires, or rehires following separation, shall serve a probationary period of twelve (12) consecutive months of active work (which does not include time spent on a

leave of absence except as may be required by law). The Employer may extend this probation for a period not to exceed ninety (90) days upon notice to the employee and Union. Any time during probationary period an employee may be terminated by Employer.

- 7.2 All employees promoted from a bargaining unit classification to a higher job classification within the bargaining unit shall serve a trial of ninety (90) calendar days. At any time during the trial period, any promoted employee within or outside of the bargaining unit may be returned to the employee's previously held job classification in the bargaining unit, at the discretion of the Employer or the Employee.
- 7.3 Employees shall, during the probationary period, accumulate paid leave as provided by Article 15 and Article 16. Employees may take leaves of absence during the probationary period at the sole discretion of the Employer.

ARTICLE 8. EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

- 8.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 8.2 Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated as provided by Section 6.2 of this Agreement.
- 8.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Union representative have notified and received the approval of the designated supervisor, who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 8.4 Procedure. Grievance, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

STEP 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) calendar days after such alleged violation has occurred, present such grievance in writing to the Chief of Police as designated by the Employer. The Chief of Police will discuss and give an answer in writing to such Step 1 grievance within fifteen (15) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing and shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within fifteen (15) calendar days after the Chief of Police's final answer to Step 1. Any grievance not appealed in writing to Step 2 by the Union within fifteen (15) calendar days shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented in writing by the Union and discussed with the Step 2 representative, the City Administrator. The City Administrator shall give the Union the Employer's Step 2 answer in writing within fifteen (15) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) calendar days following the City Administrator's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) calendar days shall be considered waived.

STEP 3. A grievance unresolved in Step 2, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services.

STEP 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of this Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

8.5 Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add or to subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of laws. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

8.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by the mutual agreement of the Employer and the Union in each step.

ARTICLE 9. SENIORITY

9.1.1 The Employer shall establish seniority lists, current as of the effective date of this Agreement.

Separate seniority lists shall be established for each classification which includes employees covered by this Agreement and each such list shall rank employees in order of highest to lowest seniority within the classification. The Employer shall concurrently post the seniority lists and deliver them to the Union steward. Any employee of the Union shall be obligated to notify the Employer of any error in the lists within thirty (30) days of such posting. If no error is reported within this thirty (30) day period, the list will stand correct as posted.

9.2 For seniority purposes, length of service shall be based on compensated time, exclusive of overtime, computed on the basis of 2,080 hours per calendar year and starting from the most recent date of employment, re-employment or appointment to the employee's classification. Any employee who takes an Employer approved non-compensated leave of absence or who is on lay-off status and returns to active employment pursuant to the terms of this Agreement shall be entitled to credit for all seniority accrued as of the time the leave or lay-off commenced.

9.3 Any employee who is covered by this Agreement and who is subsequently promoted or transferred to any position within the Police Department shall retain seniority in his/her classification.

9.4 Except in those instances where senior employees are not qualified to perform remaining work duties, seniority shall determine the order of lay-off and recall from lay-off. Lay-off shall be in inverse order of seniority within each classification, provided that an employee who is to be laid off and who has previously served in a lower or equal pay grade by this Agreement may request to exercise seniority rights in such classification.

Recall from lay-off shall be in order by seniority within each classification, provided that a recalled employee must indicate his/her intention to return to work within fourteen (14) days of notification; failure to respond to recall as herein provided shall result in automatic termination of seniority and employment.

Any employee shall remain on the recall roster for two (2) years unless he/she fails to respond to recall notification. At the end of said two years, all employment and seniority rights shall terminate.

9.5 Senior qualified employees shall be given preference with regard to transfers and job classification assignments.

9.6 Senior qualified employees shall be given shift assignment preference as vacancies occur, including reimbursable police services.

ARTICLE 10. DISCIPLINE

10.1 The Employer will discipline employees for just cause only. Discipline will be in form of:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension

- D. Reduction
- E. Discharge

- 10.2 Suspension, reduction and discharges will be in written form.
- 10.3 Written reprimands that are to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and notices of suspension and discharge.
- 10.4 Written reprimands shall be removed from an employee's personnel file after four (4) years if not part of a continuing record.
- 10.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.6 Discharges will be preceded by a five (5) day suspension without pay.
- 10.7 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.8 Grievances relating to this Article may be initiated by the Union in Step 3 or the grievance procedure under Article VII.
- 10.9 Choice of Remedy. An employee with a contract related grievance must select either the appropriate Civil Service procedure, the grievance procedure provided by this contract, or any remedy provided by federal law. In no instances will an employee be permitted to seek a remedy under both provisions for the same grievance.
- 10.10 Nothing in this Agreement shall limit the city's right to terminate a non-permanent employee.
- 10.11 Nothing in this Agreement shall provide a non-permanent employee with a right to binding arbitration with regard to disciplinary action.

ARTICLE 11. LEGAL PROTECTION

- 11.1 The Employer and the Union agree that nothing in this Agreement shall limit or impair the rights of covered employees under the laws of the United States of the State of Minnesota.

ARTICLE 12. NORMAL WORKING HOURS AND OVERTIME

- 12.1 Overtime shall be paid for any hours worked in excess of the normal work day. Overtime will be paid to an employee who works his/her scheduled day off.
- 12.2 Employees will be compensated at one and one-half (1 ½) times the base rate for hours worked in excess of the normal work day. Changes of shifts shall not qualify employees for overtime under this Article.
- 12.3 Overtime work will be distributed as equally as practicable, consistent with the functions of the department.

- 12.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.5 Overtime shall be calculated to the nearest fifteen (15) minutes.
- 12.6 Overtime accumulation may be accrued as compensatory time if requested by the employee. The maximum accumulation of compensatory time shall be forty (40) hours.
- A. Employees may carry over ten (10) hours into the following calendar year. Compensatory time in excess of the ten (10) hours carry over shall be paid to the employee at the applicable rate of pay. Any compensatory time balance as of the last pay period of the calendar year in which the pay date is the latest pay date of the calendar year shall be cashed out.
- 12.7 Standby Pay: An employee who is ordered to standby for court will be paid one (1) hour at time and one-half (1 ½) but must be approved by employee's supervisor prior to receiving the pay.
- 12.8 Notice of Cancellation: When called or subpoenaed to court and it is cancelled, officer will be paid two (2) hours at time and one-half (1 ½) if notice is not given at least 24 hours prior to appearance time.

ARTICLE 13. CALL BACK – ON CALL

- 13.1 An employee shall be credited with a minimum of two (2) hours at time and one-half (1 ½) in the following circumstances:
- A. An employee required to appear in court during scheduled off-duty time;
- B. An employee called to duty during scheduled off-duty time to cover an emergency situation;
- C. An employee who is off-duty but called back to duty by departmental order of subpoena to give testimony about events arising out of or action taken as a Essential non-Licensed employee.
- 13.2 The provision for a minimum time set forth in this Article shall not apply if the employee is responding in a manner which creates an extension or early report to a regularly scheduled shift.

ARTICLE 14. HOLIDAYS

- 14.1 An employee who is required to work the holiday shall be paid at time and one-half (1 ½) their regular rate of pay for all hours worked in addition to holiday at the straight time rate of pay for all hours.
- 14.2 An employee not working the Holiday shall receive an additional day off at the choice of the employee with the approval of the Chief of Police. The additional day off shall be paid at the rate of eight (8) hours per day. If you work the holiday and you work a 10-hour shift you will be paid ten (10) hours.

14.3	Holidays are defined as:	New Year's Day	January 1
		Martin Luther Kind Day	Third Monday in January
		President's Day	Third Monday in February
		Good Friday	Friday before Easter
		Memorial Day	Last Monday in May
		Independence Day	July 4
		Labor Day	First Monday in September
		Veteran's Day	November 11
		Thanksgiving Day	Fourth Thursday in November
		Christmas Eve Day	December 24
		Christmas Day	December 25

14.4 When New Year's Day, Independence Day, Veteran's Day, Christmas Eve Day or Christmas Day falls on a Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Veteran's Day, Christmas Eve Day or Christmas Day falls on a Saturday, the preceding day shall be a holiday. For purposes of determining work on a holiday in the circumstances set forth in this sub-article, the calendar day of the holiday shall prevail.

14.5 Each employee shall be entitled to two (2) personal days to be taken at the employee's discretion. Each personal day taken by an employee must be used in an increment equivalent to the length of the regularly assigned shift lengths of the employee at the time the day is taken.

14.6 An employee will be paid on the first payroll of December for any days off accrued pursuant to 14.2, but unused before December 1 of the respective year.

ARTICLE 15. SICK LEAVE

15.1 Sick Leave shall be earned by permanent full-time employees according to the following schedule:

During the 1st year of employment – eighty (80) hours per year (no sick leave may be used until completion of six (6) months of service – then forty (40) hours of sick leave may be used as necessary until completion of one (1) year.)

After the 1st year of employment – one hundred twenty (120) hours per year accrued at a rate of 4.62 hours per bi-weekly pay period.

Sick leave benefits are paid if you cannot work for medical reasons because of personal illness, injury, pregnancy, or an immediate family illness (spouse, dependent children and stepchildren under age 21, and family members that you may have guardianship over.) For each day an employee cannot work because of these medical reasons, employees must use earned hours for sickness benefits.

15.2 Sick leave may be accumulated to a maximum of 1,200 hours payable upon retirement.

15.3 Unused sick days accumulated above the 1,200 hours shall be banked at the rate of one-half (1/2) hour per hour earned and shall be paid to the employee's Post Retirement Health Insurance Account at the regular hourly rate or pay, upon the anniversary date of the employee. The remaining one-half (1/2) hour per hour shall be banked for use as a catastrophic sick leave bank to a maximum of 2,000 hours. Upon retirement of service the maximum payable shall remain at 1,200 hours.

- 15.4 Sick leave may be used for actual illness or injury of the employee, his/her legal quarantine, acute dental or medical treatment necessitating his/her legal quarantine, acute dental or medical treatment necessitating his/her absence.
- 15.5 To be eligible for sick leave payment, an employee must notify the department head or his/her designee prior to the starting time for his/her scheduled shift. This notice shall be waived if the employee could not reasonably comply with this requirement because of circumstances beyond his/her control.
- 15.6 An employee may be authorized up to a maximum of three (3) eight hour days as funeral leave days, in addition to regular sick leave or vacation leave, on the occasion of death in the employee's immediate family. "Immediate family" for the purposes of this section shall be defined as the employee's spouse, children, parents, mother-in-law, father-in-law, brother, sister, ward of the employee's household, and any step-children under the age of 18.
- 15.7 An employee selected to be a pallbearer for a deceased employee of the city, or to attend the funeral of a grandparent, brother-in-law, or sister-in-law; shall be allowed one (1) eight (8) hour funeral leave day, with pay, not to be deducted from sick leave or vacation accrual.
- 15.8 Unused sick days accumulated above the 1,200 hours shall be banked at the rate of one-half (1/2) hour per hour earned and shall be paid to the employee's Post Retirement Health Insurance Account at the regular hourly rate or pay, upon the anniversary date of the employee. The remaining one-half (1/2) hour per hour shall be banked for use as a catastrophic sick leave bank to a maximum of 2,000 hours. Upon retirement of service the maximum payable shall remain at 1,200 hours.
- 15.9 Sick leave shall accrue on a monthly basis and may be taken as earned.
- 15.10 Employees will be paid for their unused sick leave on the next regular payroll process following their anniversary date.
- 15.11 All accumulated sick leave will be paid upon the death of an employee if all of the following circumstances apply: (1) the employee is an employee in this bargaining unit at the time of his or her death; (2) the death qualifies beneficiary(ies) in the employee's City-sponsored life insurance plan for benefits under the employee's City-sponsored life insurance plan; and (3) all legal requirements are otherwise satisfied.

ARTICLE 16. VACATIONS

- 16.1 All regular full-time employees shall be eligible for vacation leave benefits except newly hired employees shall not be eligible to utilize vacation benefits during the first twelve (12) months of employment.
- 16.2 Each permanent employee shall be granted vacation according to the following schedule based on the employee's anniversary date:

<u>Completed Year</u>	<u>Hours Per Pay Period</u>
0-7 years of service	80 hrs per year – 3.08 hrs/pay period
8-14 years of service	120 hrs per year – 4.62 hrs/pay period

15-20 years of service
21 years and over

160 hrs per year-6.16 hrs/pay period
200 hrs per year-7.70 hr/pay period

- 16.3 Vacation requests submitted shall be honored based on seniority. Employees with more than 200 hours of accumulated vacation time who desire paid time off that does not qualify for sick leave must use vacation time until the accumulated time is less than 200 hours.
- 16.4 Maximum vacation accumulation shall be equal to the number of hours earned in the preceding year plus hours earned to date in the current year.
- 16.5 Every permanent full-time employee shall be eligible to receive, upon separation from service for any reason, payment for unused vacation accumulated.

ARTICLE 17. CLOTHING ALLOWANCE

- 17.1 The Employer shall provide all equipment and clothing in accordance with past practice.

ARTICLE 18. GROUP INSURANCE BENEFITS

- 18.1 The City will pay up to \$1,175.00 for health insurance premiums for 2018, 2019, and 2020 for an Employee Single Plan.

The City will pay up to \$2,125.00 for health insurance premiums for 2018, 2019, and 2020 for an Employee Family Plan.

- 18.2 The Employer shall pay 100% of the group life insurance for the individual employees to a face amount as listed below:

\$50,000 – Employee

\$15,000 – Spouse

\$10,000 – Each Child

ARTICLE 19. INJURY ON DUTY

- 19.1 Effective for injuries occurring on or after January 1, 1988, the Employer shall grant full salary to an employee who is injured while on duty, through no fault of the employee, for ninety (90) days, provided a doctor's certificate is filed with the City stating that the employee is not able to return to work during the ninety (90) day period. The City may continue to grant such salary to an employee beyond the ninety (90) day period upon further evidence from a doctor stating that such employee is still unable to return to work as a result of his/her injury on the job. The amount of Worker's Compensation being received shall be reported to the Employer and shall be credited against the amount paid by the City so that the aggregate of the two (2) shall equal the employee's regular salary.
- 19.2 The time used under this provision shall not be charged against the employee's regularly accrued sick leave time.

ARTICLE 20. TRAINING EXPENSES

- 20.1 The Employer agrees to pay expenses related to training as defined by the City's personnel policy.
- 20.2 The Employer shall pay for the cost of all required P.O.S.T. board license fees.

ARTICLE 21. MILITARY LEAVE

- 21.1 Employees who are members of any reserve component of the military forces of the United States shall be granted leave of absence with pay, in accordance with state and federal law.

ARTICLE 22. PAY PLAN

- 22.1 Employees' shall be paid a base wage in accordance with the City of Waite Park's Pay Plan for the applicable calendar year, which is attached to and incorporated into this Agreement and entitled "Appendix A –City of Waite Park Pay Plan. This pay plan includes the following general wage increases: 1.5% January 1, 2018 and 1.5% July 2, 2018,
1.0% December 31, 2018 and 1.0% July 1, 2019;
2.0% December 20, 2019 and 1.0% June 29, 2020.

22.2 SHIFT DIFFERENTIAL.

A shift differential of sixty cents (\$.60) per hour shall be paid for any permanent shift hours worked between 7:00 p.m. and 7:00 a.m. This rate is not subject to overtime rates (i.e., an employee will not be paid time and one-half (1 ½) the shift differential rate or \$.75 per hour for overtime hours.)

22.3 F.T.O. Differential

A differential of one dollars and fifty cents (\$1.50) per hour shall be paid to the Field Training Officer during those hours in which he/she is performing F.T.O. duties. This rate is not subject to overtime rates (i.e., an officer will not be paid time and one-half (1 ½) the shift differential rate (or \$2.25 per hour) for overtime hours.

- 22.4 Any patrol officer whose primary assignment is to conduct criminal investigations as assigned by the Police Chief shall be paid for such assignment at a rate of one-hundred twenty-five dollars (\$125) per month.

ARTICLE 23 SAFETY

- 23.1 Employer and employees shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that his/her work duties or responsibilities require such employee to be in a situation that violates federal and state safety standards, the matter shall be immediately considered by the Employer. If such matter is not satisfactorily adjusted, it may become the subject of a grievance and will be processed in accordance with the grievance procedure set forth herein.

ARTICLE 24. FAMILY LEAVE

- 24.1 Family Medical Leave Absence (FMLA)

- A. The purpose of the FMLA article is to provide eligible employees with a leave of absence for certain family and/or medical reasons. An eligible employee must have been employed by the city for at least twelve (12) months preceding the commencement of the family and/or medical leave.

Eligible reasons for FMLA Leave:

1. Birth of a child or placement of a child for adoption or foster care if taken within twelve (12) months of the child's birth or placement.
2. Care of an immediate family member (spouse, child or parents) with a serious health condition. Caring for someone including psychological as well as physical care.
3. When the employee is unable to work because of a serious health concern.

- B. Serious Health Condition. A serious health condition is an illness, injury, Impairment, physical or mental condition that involves either:

1. Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with the inpatient care, or
2. Continuing treatment by a health care provider. Continuing treatment includes:
 - a. Absences of more than three consecutive calendar days, and any subsequent treatment relating to the same condition.
 - b. Continuing medical treatment for chronic conditions such as asthma and diabetes.
 - c. Continuing medical treatment for conditions which require multiple treatments such as dialysis and chemotherapy, and
 - d. All absences due to pregnancy or prenatal care.

Note: In the absence of complications, routine treatments and short-term conditions ordinarily do not constitute a serious health condition.

- C. Notice Requirement. Thirty (30) days verbal or written notice is required if the leave is foreseeable. If thirty (30) days notice is not possible, as much notice as possible must be given.
- D. Effective on Health Insurance. The city will pay its share of the premiums for health care coverage it provides during the family or medical leave. It is the employee's responsibility to pay the employee's share of the premium. Arrangements for payment of the employee's portion of premiums must be made by the employee through the City prior to taking the leave. If the employee chooses to not return to work after the leave for reasons within the employee's control, the City may seek to recover any insurance premiums paid on the employee's behalf.

- E. Increments of Time. Family and medical leave may be taken in increments up to the full twelve (12) weeks and as small as one hour, depending on the circumstances.
- F. Use of Accrued Sick, Comp and Vacation Time. The twelve (12) weeks leave under the family and medical leave article consists of unpaid leave. An employee may elect to use vacation for any portion of the twelve (12) week period for the birth or adoption of a child, or for the serious health condition of a spouse or parent. When leave is required due to the serious health condition of an employee, the employee must use sick leave which has been accrued in excess of 30 days for any part of the twelve (12) week period. The sick leave used shall run concurrently with the FMLA leave. The employee may elect to use the remaining portion of his/her sick leave for other unpaid FMLA leave which is attributable to the serious health condition of the employee.
- G. Medical and fitness for Duty Certification. Certification by the employee's physician may be required for family and medical leave due to an employee's serious health condition or that of a child, parent of spouse.
- H. Fitness for Duty Certification. The City may require a medical certification attesting to the employee's Fitness for Duty prior to a return to work. The Fitness for Duty report must be based on the particular health condition for which the leave was approved and must address whether the employee can perform the essential function of the job.

23.2 Parenting Leave

Employees who have worked for twelve (12) consecutive months and have an average of twenty (20) or more hours per week are entitled to six (6) weeks of unpaid parental leave in conjunction with the birth or adoption of their child. The parental leave must begin within six (6) weeks of the child's birth or adoption, unless the child must stay in the hospital longer than the mother, in which case, the leave may not begin more than six (6) weeks after the child leaves the hospital. The employee may use sick leave at their option for any period during parental leave.

Any leave taken under the parental leave policy qualifies as FMLA leave and will be charged against the FMLA entitlement.

The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to the commencement of the leave. Group insurance coverage will remain in effect during the leave, and the employee must make arrangements on payment of the insurance coverage before going on leave.

ARTICLE 25. POST RETIREMENT HEALTH CARE SAVINGS PLAN

25.1 Vacation, comp time and sick leave pay, per Article 15.3, will go into the Post Retirement Health Care Savings Plan when retiring from the City of Waite Park.

25.2 The following percentage of gross wages will be put into the Plan:

0-9 yrs	2%
10 – 19 yrs	3%
20+ years	4%

ARTICLE 26. CANINE

- 26.1 An officer assigned to the canine unit will be compensated 120 hours a year for canine maintenance. One (1) ten-hour shift will be scheduled off above the regular days off at the discretion of the Chief of Police or Sergeant as assigned. This day off shall not cause overtime or compensation time to be earned by other employees or shall not be on a designated holiday.
- 26.2 The Employer will provide transportation for care and maintenance, during assignment, and training for the dogs.

ARTICLE 27. DURATION

- 27.1 This Agreement shall be effective as of January 1, 2018 except as herein noted and shall remain in full force and effect until December 31, 2020. Wages shall be effective on the applicable dates as indicated in Article 22 above.

ARTICLE 28. WAIVER

- 28.1 The Agreement represents the complete Agreement between the Union and the employer.

In witness thereof, the parties hereto have executed this Agreement on this _____ day of _____, 2017.

FOR THE CITY OF WAITE PARK

FOR THE TEAMSTERS LOCAL NO. 320

Mayor

Business Agent

City Administrator-Clerk-Treasurer

Steward

Date: _____

Date: _____

RESOLUTION NO. 121817-____.
RESOLUTION APPROVING THE MAINTENANCE WORKER COLLECTIVE
BARGAINING AGREEMENT

WHEREAS, the Teamsters Local No. #320 is the exclusive representative for certain licensed police officer employees ("the bargaining unit) employed by the City of Waite Park ("the City); and

WHEREAS, the collective bargaining agreement by and between the City and Maintenance Worker Collective Bargaining Agreement is set to expire December 31, 2017; and

WHEREAS, the City and the bargaining unit have met and negotiated terms of the new collective bargaining agreements for the Maintenance Workers and have reached a tentative agreement that will be effective, if approved, January 1, 2018 and will expire December 31, 2020; and

WHEREAS, the attached Exhibit A is the proposed collective bargaining agreement that has been approved by the Maintenance Workers; and

WHEREAS, the proposed collective bargaining agreement sets forth changes to the terms and conditions of employment that have already been discussed and reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waite Park that we adopt the resolution and approve the attached collective bargaining agreement between the City of Waite Park and Teamsters Local No. 320 Maintenance Worker Members; and

FURTHER BE IT RESOLVED that the City Council authorizes the Mayor and the City Administrator to execute the attached collective bargaining unit accepting the proposed changes to the collective bargaining unit shown in italics.

ACTION ON THIS RESOLUTION:

Adopted by the Council this 18th day of December 2017.

Shaunna Johnson
City Administrator

Richard E. Miller
Mayor

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution

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 12/18/17.

Shaunna Johnson
City Administrator



CITY OF

WaitePark

WHERE MINNESOTA CONNECTS

**Summary of Tentative Agreement between City of Waite Park and Teamster #320
(Maintenance Employees)
from 12/07/17**

The City reserves the right to modify, amend, or withdraw any provision of this proposal or this proposal in its entirety at any time during negotiations or mediation. In making this proposal, the city is not waiving nor relinquishing any inherent management rights nor can this proposal be construed as such waiver or relinquishment, and it reserves the right to exercise such right unilaterally without meeting and negotiating with the exclusive representative.

1. **TECHNICAL:** Change all his/her to their, him/her to them and he/she to they throughout contract.

2. **Article 3. DEFINITIONS**

3. **Section 3.7 Change section as follow:**

Regular Employee: An employee who has six months of continuous employment with the City of Waite Park **in a position included in this bargaining unit.**

(NEW) Section 3.11 Probationary Employee: An employee who is serving a probationary period in a position included in this bargaining unit.

4. **Article 7. PROBATION**

Section 7.1 All employees who are original hires, or rehires following separation, shall serve a probationary period of ~~twelve (12)~~ **six (6)** consecutive months of active work.....

5. **Article 10. DISCIPLINE**

Section 10.6 Omit this section

~~10.6 Discharge will be preceded by a five (5) day suspension without pay.~~

CITY RESPONSE: Leave 10.10 as is: (listed below for reference)

Section 10.10 Nothing in this agreement shall limit the city's right to terminate a non-regular employee.

Change 10.11 as follows:

Section 10.11 Nothing in this Agreement shall provide a ~~non-regular~~ **probationary** employee with a right to binding arbitration with regard to disciplinary action.



CITY OF

WaitePark

WHERE MINNESOTA CONNECTS

6. Article 15 HOLIDAYS

15.1 An employee **working** or not working **the City designated** holiday shall receive straight time pay for the holiday.

15.2 Change as follows:

An employee who is required to work the actual holiday when the holiday falls on a weekend will receive two and one-half (2 ½) times their rate of pay for all hours worked. An employee who is required to work the City recognized holiday will receive one and one-half (1 ½) times their rate of pay for all hours worked. ~~will receive time and one-half (1 ½) for all hours worked in addition to his/her regular straight time rate of pay.~~

7. Article 16. SICK LEAVE

Section 16.3 Sick leave may be used for actual illness or injury of the employee, his/her legal quarantine, dental or medical treatment necessitating his/her legal quarantine, dental or medical treatment or appointment necessitating his/her absence. **Sick leave may be used in the same circumstances for reasonable periods of time as the employee's attendance may be necessary for the employee's spouse, parents, children, sibling, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.**

Section 16.7 ~~All cash payment of excess sick leave will now be placed into the Employees Post Retirement Health Care Saving Account.~~ **Unused sick days accumulated above the 1,200 hours shall be banked at the rate of one-half (1/2) hour per hour earned and shall be paid to the employee's Post-Retirement Health Insurance Account at the regular hourly rate or pay, upon the anniversary date of the employee. The remaining one-half (1/2) hour per hour shall be banked for use as a catastrophic sick leave bank to a maximum of 2,000 hours. Upon retirement of service the maximum payable shall remain at 1,200 hours.**

8. Article 19. Group Insurance Benefits

19.1 The City will pay up to \$1,175.00 for health insurance premiums for 2018, 2019, and 2020 for an Employee Single Plan.

The City will pay up to \$2,125.00 for health insurance premiums for 2018, 2019, and 2020 for an Employee Family Plan.

9. Article 22. Pay Plan

22.1 A one and one-half percent (1.5%) general wage increase January 1, 2018
A one and one-half percent (1.5%) general wage increase July 2, 2018
A one percent (1%) general wage increase December 31, 2018



A one percent (1%) general wage increase July 1, 2019

A two percent (2%) general wage increase December 30, 2019

A one percent (1%) general wage increase June 29, 2020

10. Article 28. Duration

28.1 Three (3) year duration: 2018 through 2020

Labor Agreement

Between

The City of Waite Park

And

**Minnesota Teamsters
Public and Law Enforcement
Employees' Union,
Local #320**

Maintenance Employees

January 1, 2018 through December 31, 2020

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(Waite Park Maintenance Employees)

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LABOR AGREEMENT
Between
THE CITY OF WAITE PARK
And
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL #320
(Waite Park Maintenance Employees)

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into effective January 1, 2015 between the City of Waite Park, hereinafter called the EMPLOYER, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320, hereinafter called the UNION.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality service and protection to the City of Waite Park. Both parties recognize this Agreement as a pledge of their dedication.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the Exclusive Representative under the Public Employment Labor Relations Act of 1971 as amended, for all personnel in the following bargaining unit:

“All Maintenance Employees employed by the City of Waite Park, MN who are public employees within the meaning of Minn Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.”

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the bureau of Mediation Services for determination.
- 2.3 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

- 2.4 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, religious belief or political belief.

ARTICLE 3. DEFINITIONS

- 3.1 Union: The Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320.
- 3.2 Union Member: A member of the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320 in the bargaining unit to which this Agreement applies.
- 3.3 Employees: A member of the exclusively recognized bargaining unit.
- 3.4 Employer: The City of Waite Park.
- 3.5 Department: The City of Waite Park Public Works Department.
- 3.6 Union Officer: Officer elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320.
- 3.7 Regular Employee: An employee who has six (6) months of continuous employment with the City of Waite Park in a position included in this bargaining unit.
- 3.8 Overtime: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.9 Qualified: Capable of performing the job functions.
- 3.10 Temporary Job Vacancies: A "job" exceeding (30) thirty days but lasting no longer than one hundred eighty (180) days. The vacancy would be because of a full-time employee not being available to do the job.
- 3.11 Probationary Employee: An employee who is serving a probationary period in a position included in this bargaining unit.

ARTICLE 4. EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform inherent managerial functions not specifically limited by the Agreement.

ARTICLE 6. UNION SECURITY

- 6.1 The Employer shall deduct from the wages of the employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate an employee from the bargaining unit to act as steward and another employee to act as an alternate steward. The Union shall inform the Employer in writing of the employees designated and of any changes in such designation.
- 6.3 The Employer shall make space available on the employee bulletin board for the posting of official Union notices and announcements.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.5 The Employer agrees that on the Employer's premises and without loss of pay, the Union steward shall be allowed to post official Union notices; transmit communications authorized by the Union or its officers under the terms of this Agreement; to consult with the employer, their representative, Union officers or the Union Representative concerning the enforcement of any provision of this Agreement, so long as such action does not interfere with regular employee duties. The Union shall not take employees from the performance of their assigned responsibilities without prior approval of the Employer's designated representative.
- 6.6 The Steward is authorized to perform and discharge the duties and responsibilities which are assigned to them under the terms of this Agreement and any supplementary agreements. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against the steward because of the performance of such duties.

ARTICLE 7. PROBATION

- 7.1 All employees who are original hires, or rehires following separation, shall serve a probationary period of six (6) consecutive months of active work (which does not include time spent on a leave of absence except as may be required by law). The Employer may extend this probation for a period not to exceed ninety (90) days upon notice to the employee and Union. Any time during probationary period an employee may be terminated by Employer.
- 7.2 All employees promoted from a bargaining unit classification to a higher job classification within the bargaining unit shall serve a trial of ninety (90) calendar days. At any time during the trial period, any promoted employee within or outside of the bargaining unit may be returned to the employee's previously held job classification in the bargaining unit, at the discretion of the Employer or the Employee.
- 7.3 Employees shall, during the probationary period, accumulate paid leave as provided by Article 15 and Article 16. Employees may take leaves of absence during the probationary period at the sole discretion of the Employer.

ARTICLE 8. EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

- 8.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 8.2 Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated as provided by Section 6.2 of this Agreement.
- 8.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Union representative have notified and received the approval of the designated supervisor, who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 8.4 Procedure. Grievance, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

STEP 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) calendar days after such alleged violation has occurred, present such grievance in writing to the representative designated by the Employer. The employer-designated representative will discuss and give an answer in writing to such Step 1 grievance within fifteen (15) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing and shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within fifteen (15) calendar days after the Employer-designated representative's final answer to Step 1. Any grievance not appealed in writing to Step 2 by the Union within fifteen (15) calendar days shall be considered waived. If there is a conflict of interest with the Supervisor hearing Step 1 of the grievance procedure, Step 1 of the Grievance Procedure shall be waived and moved to Step 2 of the Grievance Procedure.

STEP 2. If appealed, the written grievance shall be presented in writing by the Union and discussed with the Step 2 representative, the City Administrator. The City Administrator shall give the Union the Employer's Step 2 answer in writing within fifteen (15) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) calendar days following the City Administrator's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) calendar days shall be considered waived.

STEP 3. A grievance unresolved in Step 2 will be appealed to mediation through the Bureau of Mediation Services.

STEP 4. A grievance unresolved in Mediation and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of this Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the “Rules Governing the Arbitration of Grievances”.

8.5 Arbitrator’s Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add or to subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of laws. The arbitrator’s decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator’s interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator’s services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

8.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered “waived.” If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by the mutual agreement of the Employer and the Union in each step.

ARTICLE 9. SENIORITY

- 9.1 The Employer shall establish seniority lists, current as of the effective date of this Agreement. The first working day in January, separate seniority lists shall be established for each classification which includes employees covered by this Agreement and each such list shall rank employees in order of highest to lowest seniority within the classification. The Employer shall concurrently post the seniority lists and deliver them to the Union steward. Any employee of the Union shall be obligated to notify the Employer of any error in the lists within thirty (30) days of such posting. If no error is reported within this thirty (30) day period, the list will stand correct as posted.
- 9.2 For seniority purposes, length of service shall be based on compensated time, exclusive of overtime, computed on the basis of 2,080 hours per calendar year and starting from the most recent date of employment, re-employment or appointment to the employee’s classification. Any

employee who takes an Employer approved non-compensated leave of absence or who is on lay-off status and returns to active employment pursuant to the terms of this Agreement shall be entitled to credit for all seniority accrued as of the time the leave or lay-off commenced.

9.3 Any employee who is covered by this Agreement and who is subsequently promoted or transferred to any position within the Public Works-Maintenance Department shall retain seniority in their classification

9.4 Except in those instances where senior employees are not qualified to perform remaining work duties, seniority shall determine the order of lay-off and recall from lay-off. Lay-off shall be in inverse order of seniority within each classification, provided that an employee who is to be laid off and who has previously served in a lower or equal pay grade by this Agreement may request to exercise seniority rights in such classification.

Recall from lay-off shall be in order by seniority within each classification, provided that a recalled employee must indicate their intention to return to work within fourteen (14) days of notification; failure to respond to recall as herein provided shall result in automatic termination of seniority and employment.

Any employee shall remain on the recall roster for two (2) years unless they fail to respond to recall notification. At the end of said two years, all employment and seniority rights shall terminate.

9.5 The Employer and the Union agree that regular and temporary job vacancies, transfers and job classification assignments within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:

- A. Have the minimum qualifications to meet the standards of the job vacancy; and
- B. In the event more than one applicant meets the requirements of this Article, seniority will apply
- C. Employee evaluations will be considered in this process.

9.6 Senior qualified employees shall be given shift assignment preference as vacancies occur.

ARTICLE 10. DISCIPLINE

10.1 The Employer will discipline employees for just cause only. Discipline will be in form of:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Reduction
- E. Discharge

10.2 Suspension, reduction and discharges will be in written form.

10.3 Written reprimands that are to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and notices of suspension and discharge.

10.4 Written reprimands shall be removed from an employee's personnel file after one (1) year.

- 10.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.7 Grievances relating to this Article may be initiated by the Union in Step 3 or the grievance procedure under Article VII.
- 10.8 Choice of Remedy. An employee with a contract related grievance must select the appropriate Civil Service procedure, the grievance procedure provided by this contract, or any remedy provided by federal law.
- 10.9 Nothing in this Agreement shall limit the city's right to terminate a probationary employee.
- 10.10 Nothing in this Agreement shall provide a non-regular employee with a right to binding arbitration with regard to disciplinary action.

ARTICLE 11. LEGAL PROTECTION

- 11.1 The Employer and the Union agree that nothing in this Agreement shall limit or impair the rights of covered employees under the laws of the United States or the State of Minnesota.

ARTICLE 12. NORMAL WORKING HOURS AND OVERTIME

- 12.1 The normal work week shall be Monday through Friday, except that the Employer retains the right to change the normal work week based on workplace needs. The Employer shall provide notice of the change in the normal work week to the impacted employees at least five calendar days before the change will take effect.
- 12.2 The employee may have the option to work more than an eight (8) hour shift if called in to work before their regularly scheduled shift and if the call in time runs continuous to the normal work day.
- 12.3 Employees may carry over ten (10) hours of accumulated compensatory time into the following calendar year. Compensatory time in excess of the ten (10) hours carry over shall be paid to the employee at the applicable rate or pay. Any compensatory time balance as of the last pay period of the calendar year in which the pay date is the latest pay date of the calendar year shall be cashed out.
- 12. Overtime shall be paid for any hours worked in excess of the normal work day. Overtime will be paid to an employee who works their scheduled day off. Overtime will be paid for any hours worked in excess of 40 hours a week.
- 12.4 Changes of shifts shall not qualify employees for overtime under this Article.
- 12.5 Overtime work will be distributed as equally as practicable, consistent with the functions of the department.

- 12.6 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.7 Overtime shall be calculated to the nearest 15 minutes.
- 12.8 Overtime accumulation may be accrued as compensatory time if requested by the employee. The maximum accumulation of compensatory time shall be forty (40) hours.
- 12.9 Non-compensated time will not count towards hours worked.

ARTICLE 13. CALL BACK – ON CALL

- 13.1 An employee shall be credited with a minimum of two (2) hours at time and one-half (1 ½) when called back to work during scheduled off-duty time.
- 13.2 If an employee meets each of the following conditions: (1) he or she is on-call as designated by the City's Public Works Superintendent or designee; (2) he or she spends time while on-call making phone calls on a City-issued cellular phone related to his or her duties or responsibilities for the City while on-call as a result of a call he or she receives (hereinafter "occurrence") and (3) he or she does not report to the City's premises or a job site, then the following apply: (1) he or she shall be paid the greater of his or her base wage specified in this Agreement or as otherwise required by law for the time worked making the phone calls for a minimum of 15 minutes per occurrence; and (2) the employee will not receive any payment specified in this Agreement other than the payment specified herein and on-call pay. This time worked shall be recorded by the employee as provided by the City's practices, procedures, policies and rules and regulations for recording time worked.
- 13.3 Employees required to be on-call by the Employer shall receive one hour (1) of pay at double time ((2) for each day while on-call.
- 13.4 A cellular phone or pager shall be provided by the city in addition to a two-way radio already provided for on-call personnel.

ARTICLE 14. WORKING OUT OF CLASSIFICATION

- 14.1 Any employee assigned by the Employer to a job classification compensated at a higher rate of pay for more than five (5) consecutive work days shall receive the higher pay rate retroactive to the first day of the new assignment.

ARTICLE 15. HOLIDAYS

- 15.1 An employee working or not working the City designated holiday shall receive straight time pay for the holiday.
- 15.2 An employee who is required to work the actual holiday when the holiday falls on a weekend will receive two and one-half (2 ½) times their rate of pay for all hours worked. An employee who is required to work the City recognized holiday will receive one and one-half (1 ½) times their rate of pay for all hours worked.

15.3	Holidays are defined as:	New Year's Day	January 1
		Martin Luther Kind Day	Third Monday in January
		President's Day	Third Monday in February
		Good Friday	Friday before Easter
		Memorial Day	Last Monday in May
		Independence Day	July 4
		Labor Day	First Monday in September
		Veteran's Day	November 11
		Thanksgiving Day	Fourth Thursday in November
		Christmas Eve Day	December 24
		Christmas Day	December 25

15. When New Year's Day, Independence Day, Veteran's Day, Christmas Eve Day or Christmas Day falls on a Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Veteran's Day, Christmas Eve Day or Christmas Day falls on a Saturday, the preceding day shall be a holiday. For purposes of determining work on a holiday in the circumstances set forth in this sub-article, the calendar day of the holiday shall prevail.

15.5 Each employee shall be entitled to two (2) eight hour personal days to be taken at the employee's discretion.

ARTICLE 16. SICK LEAVE

16.1 Sick leave shall be earned by regular full-time employees according to the following schedule:

During the 1st year of employment – eighty (80) hours per year (no sick leave may be used until completion of six (6) months of service – then forty (40) hours of sick leave may be used as necessary until completion of one (1) year.)

After the 1st year of employment – one hundred twenty (120) hours per year accrued at a rate of 4.62 hours per bi-weekly pay period.

16.2 Sick leave may be accumulated to a maximum of 1,200 hours payable upon retirement.

16.3 Sick leave may be used for actual illness or injury of the employee, their legal quarantine, dental or medical treatment necessitating their legal quarantine, dental or medical treatment or appointment necessitating their absence. Sick leave may be used in the same circumstances for the employee's spouse, parents and children.

16.4 To be eligible for sick leave payment, an employee must notify the department head or their designee prior to the starting time for their scheduled shift. This notice shall be waived if the employee could not reasonable comply with this requirement because of circumstances beyond their control.

16.5 An employee may be authorized up to a maximum of three (3) days as funeral leave days, in addition to regular sick leave or vacation leave, on the occasion of death in the employee's immediate family. "Immediate family" for the purposes of this section shall be defined as the employee's spouse, children, parents, mother-in-law, father-in-law, brother, sister, or ward of the employee's household and any step children. Employees shall be allowed to use one (1) day of sick leave per funeral of a relative or friend not covered by the "immediate family" definition.

- 16.6 An employee selected to be a pallbearer for a deceased employee of the city shall be allowed one (1) funeral leave day with pay. An employee selected to be a pallbearer for a friend or relative shall be allowed one (1) leave day which shall be deducted from either sick leave or vacation accrual.
- 16.7 Unused sick days accumulated above the 1,200 hours shall be banked at the rate of one-half (1/2) hour per hour earned and shall be paid to the employee's Post-Retirement Health Insurance Account at the regular hourly rate or pay, upon the anniversary date of the employee. The remaining one-half (1/2) hour per hour shall be banked for use as a catastrophic sick leave bank to a maximum of 2,000 hours. Upon retirement of service the maximum payable shall remain at 1,200 hours.
- 16.8 Employees will be paid for their unused sick leave on the next regular pay day following their anniversary date.
- 16.9 Sick leave shall accrue on a bi-weekly basis at the rate of 4.62 hours and may be taken as earned.

ARTICLE 17. VACATIONS

- 17.1 All regular full-time employees shall be eligible for vacation leave benefits except newly hired employees shall not be eligible to utilize vacation benefits during the first twelve (12) months of employment.
- 17.2 Each regular employee shall be granted vacation according to the following schedule based on the employee's anniversary date:

<u>Completed Year</u>	<u>Hours Per Pay Period</u>
0-7 years of service	80 hrs per year – 3.08 hrs/pay period
8-14 years of service	120 hrs per year – 4.62 hrs/pay period
15-20 years of service	160 hrs per year-6.16 hrs/pay period
21 years and over	200 hrs per year-7.70 hr/pay period

- 17.3 Vacation requests submitted shall be honored based on seniority. Employees with more than 200 hours of accumulated vacation time who desire paid time off that does not qualify for sick leave must use vacation time until the accumulated time is less than 200 hours.
- 17.4 Maximum vacation accumulation shall be equal to the number of hours earned in the preceding year plus hours earned to date in the current year.
- 17.5 Every regular full-time employee shall be eligible to receive, upon separation from service for any reason, payment for unused vacation accumulated.

ARTICLE 18. CLOTHING ALLOWANCE

- 18.1 The Employer shall provide all equipment and the full cost of uniforms, including one (1) pair of steel-toed shoes per year.

ARTICLE 19. GROUP INSURANCE BENEFITS

19.1 The Employer will pay up to \$1,175.00 for health insurance premiums for 2015, 2016, and 2017 for an Employee Single Plan.

The Employer will pay up to \$2,125.00 for health insurance premiums for 2015, 2016, and 2017 for an Employee Family Plan.

19.2 The Employer shall pay 100% of the group life insurance for the individual employees to a face amount as listed below:

\$50,000 – Employee \$15,000 – Spouse \$10,000 – Each Child

ARTICLE 20. TRAINING EXPENSES

20.1 The Employer agrees to pay expenses related to training as defined by the City’s personnel policy.

ARTICLE 21. MILITARY LEAVE

21.1 Employees who are members of any reserve component of the military forces of the United States shall be granted leave of absence with pay, in accordance with state and federal law.

ARTICLE 22. PAY PLAN

22.1 Employees’ shall be paid a base wage in accordance with the City of Waite Park’s Pay Plan for the applicable calendar year, which is attached to and incorporated into this Agreement and entitled “Appendix A –City of Waite Park Pay Plan. This pay plan includes the following general wage increases:

- A one and one-half percent (1.5%) general wage increase January 1, 2018
- A one and one-half percent (1.5) general wage increase July 2, 2018
- A one percent (1%) general wage increase December 31, 2018
- A one percent (1%) general wage increase July 1, 2019
- A two percent (2%) general wage increase December 30, 2019
- A one percent (1%) general wage increase June 29, 2020

22.2 All new hires will be placed on pay grade 4 steps according to experience. Once a new hire reaches their maximum depending on their evaluations they may be promoted to pay grade 5 step 5.

22.3 All cost of renewing licenses or certifications for employees of the Utility or Public Works Departments up to and including Class A Chauffeurs will be paid by the Employer.

ARTICLE 23. SAFETY PLAN

23.1 Employer and employees shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that their work duties or responsibilities require such employee to be in a situation that violates federal and state safety standards, the matter shall be immediately considered by the Employer. If such matter is not satisfactorily adjusted, it may

become the subject of a grievance and will be processed in accordance with the grievance procedure set forth herein.

ARTICLE 24. INJURY ON DUTY

- 24.1 Effective for injuries occurring on or after January 1, 1988, the Employer shall grant full salary to an employee who is injured while on duty, through no fault of the employee, for ninety (90) days, provided a doctor's certificate is filed with the City stating that the employee is not able to return to work during the ninety (90) day period. The City may continue to grant such salary to an employee beyond the ninety (90) day period upon further evidence from a doctor stating that such employee is still unable to return to work as a result of their injury on the job. The amount of Worker's Compensation being received shall be reported to the Employer and shall be credited against the amount paid by the City so that the aggregate of the two (2) shall equal the employee's regular salary.
- 24.2 The time used under this provision shall not be charged against the employee's regularly accrued sick leave time.

ARTICLE 25. FAMILY LEAVE

25.1 Family Medical Leave Absence (FMLA)

- A. The purpose of the FMLA article is to provide eligible employees with a leave of absence for certain family and/or medical reasons. An eligible employee must have been employed by the City for at least 12 months and have worked at least 1,250 hours of the 12 month preceding the commencement of the family and/or medical leave.
- B. Eligible Reasons for FMLA Leave:
- 1) Birth of a child or placement of a child for adoption or foster care if taken within twelve (12) months of the child's birth or placement.
 - 2) Care of an immediate family member (spouse, child or parents) with a serious health condition. Caring for someone including psychological as well as physical care.
 - 3) When the employee is unable to work because of a serious health condition
- C. Serious Health condition. A serious health condition is an illness, injury, impairment, physical or mental condition that involves either:
- 1) Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with the inpatient care, or
 - 2) Continuing treatment by a health care provider. Continuing treatment includes:
 - a. Absences of more than three consecutive calendar days, and any subsequent treatment relating to the same condition.

- b. Continuing medical treatment for chronic conditions such as asthma and diabetes.
- c. Continuing medical treatment for conditions which require multiple treatments such as dialysis and chemotherapy, and
- d. All absences due to pregnancy or prenatal care.

Note: In the absence of complications, routine treatments and short-term conditions ordinarily do not constitute a serious health condition.

Notice Requirement. Thirty (30) days verbal or written notice is required if the leave is foreseeable. If thirty (30) days notice is not possible, as much notice as possible must be given.

- D. **Effective on Health Insurance.** The City will pay its share of the premiums for health care coverage it provides during the family or medical leave. It is the employee's responsibility to pay the employee's share of the premium. Arrangements for payment of the employee's portion of premiums must be made by the employee through the City prior to taking the leave. If the employee chooses to not return to work after the leave for reasons within the employee's control, the City may seek to recover any insurance premiums paid on the employee's behalf.
- E. **Increments of Time.** Family and medical leave may be taken in increments of up to the full twelve (12) weeks and as small as one hour, depending on the circumstances.
- F. **Use of Accrued Sick, Comp and Vacation time.** The twelve (12) weeks leave under the family and Medical Leave Article consists of unpaid leave. An employee may elect to use vacation for any portion of the twelve (12) week period for the birth or adoption of a child, or for the serious health condition of a spouse or parent. When leave is required due to the serious health condition of an employee, the employee must use sick leave which has been accrued in excess of 30 days for any part of the twelve (12) week period. The sick leave used shall run concurrently with the FMLA leave. The employee may elect to use the remaining portion of their sick leave for other unpaid FMLA leave which is attributable to the serious health condition of the employee.
- G. **Medical and Fitness for Duty Certification.** Certification by the employee's physician may be required for family and medical leave due to an employee's serious health condition or that of a child, parent or spouse.
- H. **Fitness for Duty Certification.** The City may require a medical certification attesting to the employee's fitness for a duty prior to a return to work. The fitness for duty report must be based on the particular health condition for which the leave was approved and must address whether the employee can perform the essential function of the job.

25.2 Parenting Leave

Employees who have worked for twelve (12) consecutive months and have an average of twenty (20) or more hours per week are entitled to six (6) weeks of unpaid parental leave in conjunction with the birth or adoption of their child. The parental leave must begin within six (60) weeks of the

child's birth or adoption, unless the child must stay in the hospital longer than the mother, in which case, the leave may not begin more than six (6) weeks after the child leaves the hospital. The employee may use sick leave at their option for any period during parental leave.

Any leave taken under the parental leave policy qualifies as FMLA leave and will be charged against the FMLA entitlement.

The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to the commencement of the leave. Group insurance coverage will remain in effect during the leave, and the employee must make arrangements on payment of the insurance coverage before going on leave.

ARTICLE 26. POST RETIREMENT HEALTH CARE SAVINGS PLAN

26.1 Severance Pay, per Article 16, will go into the Post Retirement Health Care Savings Plan when retiring from the City of Waite Park.

26.2 The following percentage of gross wages will be put into the Plan:

0-7 yrs	3%
8 - 14 yrs	4%
15+ years	5%

ARTICLE 27. BENEFITS COMMITTEE

27.1 The Union and City agree to place on of Local #320 Public Works Bargaining Unit Members on the Benefits Committee.

ARTICLE 28. DURATION

28.1 This Agreement shall be effective as of January 1, 2018 and shall remain in full force and effect until December 31, 2020.

ARTICLE 29. WAIVER

29.1 The Agreement represents the complete Agreement between the Union and the employer.

In witness thereof, the parties hereto have executed this Agreement on the latest date affixed to the signatures hereto.

FOR THE CITY OF WAITE PARK

FOR THE TEAMSTERS LOCAL NO. 320

Mayor

Business Agent

City Administrator-Clerk-Treasurer

Steward

Date: _____

Date: _____

Consent Agenda Items I-L: MOU's for H.S.A. Plan

The City has received our 2018 health insurance rates from Health Partners. As part of this, the City approves MOU's with each of our bargaining units and non-union employees on how insurance premiums and the amounts of funds placed in the H.S.A. accounts for employees. There are four separate agreements reflecting the various employee groups that are enclosed for your review and consideration. All MOU's reflect the same plan and dollar amounts but will require separate action on each item.

RESOLUTION NO. 121817-__
CITY OF WAITE PARK

**RESOLUTION ON POLICE ADMINISTRATION COLLECTIVE BARGAINING UNIT
MEMORANDUM OF UNDERSTANDING
FOR CONTRIBUTIONS TO HEALTH SAVINGS ACCOUNTS**

WHEREAS, the City of Waite Park enters into a Memorandum of Understanding with all of its exclusive bargaining units and non-union employee group; and

WHEREAS, the Memorandum of Understanding specifies the terms of the high deductible health plan and healthcare savings plan provided by the City of Waite Park to its employees.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WAITE PARK, MINNESOTA that the City of Waite Park has adopted the Memorandum of Understanding for the Police Administration Collective Bargaining Unit for Contributions to Health Savings Accounts.

Adopted by the Council this 18th day of December, 2017.

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

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 12/18/17.

Shaunna Johnson
City Administrator Clerk-Treasurer

MEMORANDUM OF UNDERSTANDING
Non-Licensed Essential Employees

For Contributions to Health Savings Accounts

This Memorandum of Understanding is made and entered into by and between the City of Waite Park, hereinafter called the EMPLOYER, and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the UNION.

WHEREAS, the Union is the exclusive representative for certain law enforcement employees employed by the Employer ("Non-Licensed Essential Employees Unit").

WHEREAS, the Employer has made available a high deductible major medical group plan that qualifies as a High Deductible Health Plan ("HDHP").

WHEREAS, the Union has members within their bargaining unit enrolled in the HDHP.

Now, therefore, all parties hereto, in consideration of their mutual covenants and agreement to be performed, as hereinafter set forth, agree as follow:

AGREEMENT

Article 1. Contributions.

The Employer will make contributions to the Health Savings Accounts (HSAs) of eligible, qualifying bargaining unit members, in accordance with the following schedule for the 2018 plan year:

\$3,450 in calendar year 2018 for each qualified employee who elects single coverage under the HDHP; and

\$6,900 in calendar year 2018 for each qualified employee who elects family coverage under the HDHP.

The Employer is entitled to rely on any statement by the qualifying bargaining unit members that they are eligible for an HSA. However, the Employer shall not make or forward any contribution to an HSA if the Employer has actual knowledge that the qualifying bargaining unit member is not eligible to contribute to an HSA.

The Employer's contributions to HSAs shall be made proportionally during the same time frame as established by the Employer for all other employees of the Employer.

All contributions to an individual's HSA shall cease on the date he or she becomes ineligible to receive contributions to an HSA, for any reason.

Article 2. Payment of Administrative Fee.

Administrative fees allocable to individual HSAs of active employees who are participants in the HDHP shall be paid by the Employer. Administrative fees allocable to individual HSAs of active employees who have accrued a balance in their HSAs, but are not longer eligible to contribute to the HSA, shall be paid from the HSA. Administrative fees allocable to the individual HSAs of former employees shall be paid from the HSA. If Employer Contributions cease as a result of collective bargaining or any agreement related thereto, administrative fees shall be paid from the HSA.

Article 3. Effective Date.

This Agreement is effective January 1, 2018 thru December 31, 2018.

Accepted on behalf of Minnesota Teamsters Public and Law Enforcement Employees' Union

By: _____ Dated: _____

By: _____ Dated: _____

Accepted on behalf of the City of Waite Park

By: _____ Dated: _____

By: _____ Dated: _____

RESOLUTION NO. 121817-__
CITY OF WAITE PARK

RESOLUTION ON POLICE OFFICER COLLECTIVE BARGAINING UNIT MEMORANDUM OF UNDERSTANDING FOR CONTRIBUTIONS TO HEALTH SAVINGS ACCOUNTS

WHEREAS, the City of Waite Park enters into a Memorandum of Understanding with all of its exclusive bargaining units and non-union employee group; and

WHEREAS, the Memorandum of Understanding specifies the terms of the high deductible health plan and healthcare savings plan provided by the City of Waite Park to its employees.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WAITE PARK, MINNESOTA that the City of Waite Park has adopted the Memorandum of Understanding for the Police Officer Collective Bargaining Unit for Contributions to Health Savings Accounts.

Adopted by the Council this 18th day of December, 2017.

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

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 12/18/17.

Shaunna Johnson
City Administrator Clerk-Treasurer

MEMORANDUM OF UNDERSTANDING
Licensed Essential Employees

For Contributions to Health Savings Accounts

This Memorandum of Understanding is made and entered into by and between the City of Waite Park, hereinafter called the EMPLOYER, and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the UNION.

WHEREAS, the Union is the exclusive representative for certain law enforcement employees employed by the Employer ("Law Enforcement Employees Unit").

WHEREAS, the Employer has made available a high deductible major medical group plan that qualifies as a High Deductible Health Plan ("HDHP").

WHEREAS, the Union has members within their bargaining unit enrolled in the HDHP.

Now, therefore, all parties hereto, in consideration of their mutual covenants and agreement to be performed, as hereinafter set forth, agree as follow:

AGREEMENT

Article 1. Contributions.

The Employer will make contributions to the Health Savings Accounts (HSAs) of eligible, qualifying bargaining unit members, in accordance with the following schedule for the 2018 plan year:

\$3,450 in calendar year 2018 for each qualified employee who elects single coverage under the HDHP; and

\$6,900 in calendar year 2018 for each qualified employee who elects family coverage under the HDHP.

The Employer is entitled to rely on any statement by the qualifying bargaining unit members that they are eligible for an HSA. However, the Employer shall not make or forward any contribution to an HSA if the Employer has actual knowledge that the qualifying bargaining unit member is not eligible to contribute to an HSA.

The Employer's contributions to HSAs shall be made proportionally during the same time frame as established by the Employer for all other employees of the Employer.

All contributions to an individual's HSA shall cease on the date he or she becomes ineligible to receive contributions to an HSA, for any reason.

Article 2. Payment of Administrative Fee.

Administrative fees allocable to individual HSAs of active employees who are participants in the HDHP shall be paid by the Employer. Administrative fees allocable to individual HSAs of active employees who have accrued a balance in their HSAs, but are not longer eligible to contribute to the HSA, shall be paid from the HSA. Administrative fees allocable to the individual HSAs of former employees shall be paid from the HSA. If Employer Contributions cease as a result of collective bargaining or any agreement related thereto, administrative fees shall be paid from the HSA.

Article 3. Effective Date.

This Agreement is effective January 1, 2018 thru December 31, 2018.

Accepted on behalf of Minnesota Teamsters Public and Law Enforcement Employees' Union

By: _____ Dated: _____

By: _____ Dated: _____

Accepted on behalf of the City of Waite Park

By: _____ Dated: _____

By: _____ Dated: _____

RESOLUTION NO. 121817-__
CITY OF WAITE PARK

**RESOLUTION ON MAINTENANCE WORKER COLLECTIVE BARGAINING UNIT
MEMORANDUM OF UNDERSTANDING
FOR CONTRIBUTIONS TO HEALTH SAVINGS ACCOUNTS**

WHEREAS, the City of Waite Park enters into a Memorandum of Understanding with all of its exclusive bargaining units and non-union employee group; and

WHEREAS, the Memorandum of Understanding specifies the terms of the high deductible health plan and healthcare savings plan provided by the City of Waite Park to its employees.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WAITE PARK, MINNESOTA that the City of Waite Park has adopted the Memorandum of Understanding for the Maintenance Worker Collective Bargaining Unit for Contributions to Health Savings Accounts.

Adopted by the Council this 18th day of December, 2017.

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

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 12/18/17.

Shaunna Johnson
City Administrator Clerk-Treasurer

MEMORANDUM OF UNDERSTANDING
Maintenance Employees

For Contributions to Health Savings Accounts

This Memorandum of Understanding is made and entered into by and between the City of Waite Park, hereinafter called the EMPLOYER, and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the UNION.

WHEREAS, the Union is the exclusive representative for certain maintenance employees employed by the Employer ("Maintenance Employees").

WHEREAS, the Employer has made available a high deductible major medical group plan that qualifies as a High Deductible Health Plan ("HDHP").

WHEREAS, the Union has members within their bargaining unit enrolled in the HDHP.

Now, therefore, all parties hereto, in consideration of their mutual covenants and agreement to be performed, as hereinafter set forth, agree as follow:

AGREEMENT

Article 1. Contributions.

The Employer will make contributions to the Health Savings Accounts (HSAs) of eligible, qualifying bargaining unit members, in accordance with the following schedule for the 2018 plan year:

\$3,450 in calendar year 2018 for each qualified employee who elects single coverage under the HDHP; and

\$6,900 in calendar year 2018 for each qualified employee who elects family coverage under the HDHP.

The Employer is entitled to rely on any statement by the qualifying bargaining unit members that they are eligible for an HSA. However, the Employer shall not make or forward any contribution to an HSA if the Employer has actual knowledge that the qualifying bargaining unit member is not eligible to contribute to an HSA.

The Employer's contributions to HSAs shall be made proportionally during the same time frame as established by the Employer for all other employees of the Employer.

All contributions to an individual's HSA shall cease on the date he or she becomes ineligible to receive contributions to an HSA, for any reason.

Article 2. Payment of Administrative Fee.

Administrative fees allocable to individual HSAs of active employees who are participants in the HDHP shall be paid by the Employer. Administrative fees allocable to individual HSAs of active employees who have accrued a balance in their HSAs, but are not longer eligible to contribute to the HSA, shall be paid from the HSA. Administrative fees allocable to the individual HSAs of former employees shall be paid from the HSA. If Employer Contributions cease as a result of collective bargaining or any agreement related thereto, administrative fees shall be paid from the HSA.

Article 3. Effective Date.

This Agreement is effective January 1, 2018 thru December 31, 2018.

Accepted on behalf of Minnesota Teamsters Public and Law Enforcement Employees' Union

By: _____ Dated: _____

By: _____ Dated: _____

Accepted on behalf of the City of Waite Park

By: _____ Dated: _____

By: _____ Dated: _____

RESOLUTION NO. 121817-__
CITY OF WAITE PARK

**RESOLUTION ON NON-UNION EMPLOYEES MEMORANDUM OF UNDERSTANDING
FOR CONTRIBUTIONS TO HEALTH SAVINGS ACCOUNTS**

WHEREAS, the City of Waite Park enters into a Memorandum of Understanding with all of its exclusive bargaining units and non-union employee group; and

WHEREAS, the Memorandum of Understanding specifies the terms of the high deductible health plan and healthcare savings plan provided by the City of Waite Park to its employees.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WAITE PARK, MINNESOTA that the City of Waite Park has adopted the Memorandum of Understanding for Non-Union Employees for Contributions to Health Savings Accounts.

Adopted by the Council this 18th day of December, 2017.

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

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 12/18/17.

Shaunna Johnson
City Administrator Clerk-Treasurer

MEMORANDUM OF UNDERSTANDING
Non-Union Employees

For Contributions to Health Savings Accounts

This Memorandum of Understanding is made and entered into by and between the City of Waite Park, hereinafter called the EMPLOYER, and the City of Waite Park employees who are not represented by a bargaining unit.

WHEREAS, a number of City of Waite Park employees employed by the Employer, are not members of a bargaining unit (“Non-Union Employees”).

WHEREAS, the Employer has made available a high deductible major medical group plan that qualifies as a High Deductible Health Plan (“HDHP”).

WHEREAS, the Employer has Non-Union Employees enrolled in the HDHP.

Now, therefore, all parties hereto, in consideration of their mutual covenants and agreement to be performed, as hereinafter set forth, agree as follow:

AGREEMENT

Article 1. Contributions.

The Employer will make contributions to the Health Savings Accounts (HSAs) of eligible, qualifying Non-Union Employees, in accordance with the following schedule for the 2018 plan year:

\$3,450 in calendar year 2018 for each qualified employee who elects single coverage under the HDHP; and

\$6,900 in calendar year 2018 for each qualified employee who elects family coverage under the HDHP.

The Employer is entitled to rely on any statement by the qualifying Non-Union Employees that they are eligible for an HSA. However, the Employer shall not make or forward any contribution to an HSA if the Employer has actual knowledge that the qualifying Non-Union Employee is not eligible to contribute to an HSA.

The Employer’s contributions to HSAs shall be made proportionally during the same time frame as established by the Employer for all other employees of the Employer.

All contributions to an individual’s HSA shall cease on the date he or she becomes ineligible to receive contributions to an HSA, for any reason.

Article 2. Payment of Administrative Fee.

Administrative fees allocable to individual HSAs of active employees who are participants in the HDHP shall be paid by the Employer. Administrative fees allocable to individual HSAs of active employees who have accrued a balance in their HSAs, but are not longer eligible to contribute to the HSA, shall be paid from the HSA. Administrative fees allocable to the individual HSAs of former employees shall be paid from the HSA. If Employer Contributions cease as a result of collective bargaining or any agreement related thereto, administrative fees shall be paid from the HSA.

Article 3. Effective Date.

This Agreement is effective January 1, 2018 thru December 31, 2018.

Accepted on behalf of the City of Waite Park

By: _____ Dated: _____

By: _____ Dated: _____

Consent Agenda Item M: Approve 2017 Write Offs

Attached is a list of accounts that the City has been unable to collect for payments for 2017. Staff is requesting that the Council approve writing-off this list as presented.

2017 ACCOUNTS RECEIVABLE WRITE-OFFS

Name	Amount of Write-Off	Type of Service	Reason
Allstate Insurance	\$30.00	Administration Fee	Could not collect.
David Best	\$9.36	Interest	Could not collect.
G & M II Adult Daycare	\$185.89	False Alarm & Interest	Business closed. Could not collect.
Waite Park SBS Hotel, LLC	\$16,387.22	Parkland Dedication Fee	Plat was never recorded.
Total	\$16,612.47		

Consent Agenda Item N: Approve 2018 Departmental Goals & Objectives

Enclosed are the proposed departmental goals and objectives for 2018 for your review and consideration. Based on discussions during our budget process, the Department Heads then complete their goals and objectives for the upcoming year. Attached is a copy of the 2018 Department Goals and Objectives.



CITY OF

WaitePark

WHERE MINNESOTA CONNECTS

2018 CITY OF WAITE PARK GOALS AND OBJECTIVES

CITY OF WAITE PARK

Mission Statement:

To provide outstanding service in an efficient, effective, and professional manner.

Our Vision:

A local government which embraces the changing needs and expectations of the public while focusing on providing a high level of service in the most effective and efficient manner possible.

Our Values:

- I Integrity
- C Courage
- A Accountability
- R Respect
- E Excellence

2017 Accomplishments:

- Completed Public Works Facility and moved operations to new facility.
- Worked with residents in the newly annexed area on the transition from the Township to the City and improved some processes and policies.
- Completed the audio and security improvements to the City Council Chambers.
- Evaluated the security improvement needs and implemented some improvement to city facilities.
- Approved Library Branch Agreement and Great River Regional Library is completing a needs assessment of the library.
- Continue to work on Amphitheater Project identifying potential partners and finalizing timeframe and funding for moving forward.
- Complete city master signage plan including timeframe, costs, and locations for signs and design features that incorporate the City's overall branding and logo design.
- Completed the pickle ball courts
- Began construction on Lake Wobegon Trail, joint project with Stearns County, St. Joseph, and St. Cloud

- Continued work on the Amphitheater project including: lobbying and presenting project to House Bonding Committee, evaluating additional sites, completing concept plan of AMP site, and continuing work with Management Company on project.
- Implemented body-worn cameras in Police Department
- Hired a new Maintenance Worker position and two new Police Officer positions

2018 Goals:

- Secure State funding for Amphitheater and complete the design and construction documents for the project.
- Implement new financial software
- Evaluate animal control ordinance and licensing
- Continue to enhance security at all public facilities
- Evaluate next phase of Rivers Edge Park and timeframe for implementation
- Update Comprehensive Plan
- Develop Plan for Implementing Land Use Study Recommendations
- Continue implementation of Beautification of City Plan
- Implement Police Reserve Program

ADMINISTRATION DEPARTMENT:

Mission Statement:

To assist the general public with a variety of permitting, billing, and general information as it relates to the City. This department also provides financial oversight to all departments within the City and implements policies approved by the City Council.

Our Vision:

To provide exceptional services to all members we serve while being committed to accountability, integrity, quality, and fairness.

2017 Accomplishment:

- Identified new financial software and will begin implementation in 2018.
- Added official City Facebook and Twitter pages
- Received State authorization to license hotels and developed a hotel ordinance.
- Updated some of the personnel policies and will continue to do in 2018.
- Created a Public Purpose Policy and Employee and Wellness Recognition Policy.
- Negotiated and reached agreements on all three Collective Bargaining Agreements

2018 Goals:

- Implement new financial software
- Review Compensation Plan

- Evaluate administrative positions and duties in an anticipation of upcoming retirement
- Complete the 2018 Election including hiring and training judges and hold primary and general elections
- Implement new Hotel Ordinance and licensing
- Continue updating Personnel Policies

PUBLIC WORKS DEPARTMENT

Mission Statement:

The Public Works Department is dedicated to the health, safety and welfare of the citizens of Waite Park, by effectively and efficiently delivering City services. We pride ourselves on developing and maintaining City infrastructure, including but not limited to parks, streets, water and sewer systems, refuse collection, public buildings, vehicles and equipment, as well as providing engineering services for public improvement projects, while preserving and enhancing the City for future generations.

Our Vision:

The Public Works Department will be a recognized leader in the delivery of all public services; known for our responsiveness, reliability, and dedication to our citizens of the community.

2017 Accomplishments:

- Completed construction of a new Public Works Facility.
- Vacated and moved out of both old Public Works buildings
- Continued working with Council and Park Board on the Transformer Quarry site as a future park with possible Amphitheater and other park amenities.
- Assess public works staffing needs and identify recommendations moving forward.
- Implemented the Capital Improvement Plan for Utilities, Parks, and Street Projects.
- Continue to implement new Storm water regulations passed in 2014.
- Implemented water meter replacement program focusing on non-residential accounts.
- Completed construction on pickle ball courts.
- Added outdoor enhancements to Library including fencing, walls irrigation, edging, planters, and other sidewalk paths and gardens.
- Sell old public works shop on 11th Avenue South.
- New well #6 drilled.
- Complete water supply plan.
- Determined a timeline for maintaining both water towers. 2018 for 10th Ave tower and 2020 for 13th Ave tower.
- Completed remodeling of council chambers and dais.
- Construction started and will finished in 2018 on Lake Wobegon trail and bridge
- Implemented new city logo on street signs.
- Replaced stripping tower #2 packing balls.

- Installed fiber to new Public Works Facility, Water Treatment Plant, Rivers Edge Park buildings, 13th Avenue Lift Station, and to 10th Avenue Sewer flume.
- Security Improvements / cameras at City Hall
- Hired additional Maintenance Worker.

2018 Goals:

- Continue to settle into the new Public Works Facility.
- Continue to evaluate use for existing Public Works Facility on 3rd St South.
- Assess public works staffing needs for the next five years.
- Evaluate automated meter reading systems, continue to identify water meter accounts on auto read routes for all non-residential accounts, and continue to implement water meter replacement program.
- Evaluate current utility charges, rate structure, and frequency of billing while also evaluating need for conservation rates in our utility bills.
- Finish Wellhead Plan.
- Continue work on the Capital Improvement Plan for Utilities.
- Implement a Cross Control Program.
- Set up Fats, Oil & Grease Program.
- Work on evaluating the creation of a Metro Sanitary Sewer District.
- Continue to work on building maintenance needs for city hall facility.
- Continue to work with Council and Park Board on the Transformer Quarry site as a future park with possible Amphitheater and other park amenities.
- Enhance the parks and beautification of our city, including holiday decorations.
- Construct a new restroom facility in Community Park that meets ADA requirements.
- Continue planning, design and phasing for construction at Rivers Edge Park.
- Evaluate potential parking lot for Rock Island Park.
- Consider possible community garden location.
- Complete Library Reading Garden Project.
- Continue to work on a Citywide Pavement Maintenance Program.
- Continue to enhance our G.I.S. system with attachments and data, including asbuilts.
- Evaluate replacement of city owned street lights to L.E.D fixtures.
- Integrate new Storm Water Regulations into Public Works staffing and budget.
- Work on re-addressing and street renaming in past annexation areas including installing fire numbers.
- Complete addressing all city property and buildings.
- Continue to add more security improvements to city facilities (City Hall, Rivers Edge Park and Water Treatment Plant)
- Continue looking for water loss and leak surveys.
- Review and create Public Works ordinances, policies procedures.
- Create plan for upgrading the SCADA system at Water Treatment Plant.

FIRE DEPARTMENT:

Mission Statement:

To provide fire protection services, education, and support to the public.

Our Vision:

The Waite Park Fire Department is dedicated to providing a high level of fire protection services while focusing on training, fire prevention, and education.

2017 Accomplishments:

- Purchased new Fire Truck, equipped and trained on use, and it's now operational.
- Completed a variety training of new and existing members to better serve the City.
- Developed an online process for considering burning permits.

2018 Goals:

- Continue addressing needed maintenance related improvements in the Fire Hall and develop a plan and timeframe to finish these projects.
- Review and implement compensation increases for Fire Department. Slight increase in City contribution to pension in 2018 with intent to increase again in 2019.
- Continue working on a better recruitment and retention program including evaluating our criteria determining if any adjustments need to be considered to assist in this process.
- Develop a short and long term plan for the Waite Park Fire Department.
- Identify a better pre-plan of the businesses of Waite Park, present and future.
- Continue training new and existing members to better serve the City.
- Study future staffing levels to provide adequate response time and staff. Look into possibility of establishing duty crews.

BUILDING, PLANNING, AND ECONOMIC DEVELOPMENT DEPARTMENT

Mission Statement:

The Building, Planning, and Economic Department provide the permitting and inspectional services, planning and economic development services to the residents, developers, and contractors working and/or living within the City.

The Building Services assures compliance with the minimum code requirements set forth by the State of Minnesota to safeguard the public health, general welfare and safety to life and property from fire and other hazards attributed to the built environment.

The Planning and Economic Development Services are responsible for the planning and zoning of the areas within the City. This is to ensure that current uses and uses being proposed are consistent with the various zoning districts. It is also to make sure that the requirements established by the City Council are complied with such as setbacks, parking, etc. In addition, this Department works with potential developers to assist them in the development process. This Department will also evaluate areas within the community for future development while also assisting with the implementation of the storm water regulations.

Our Vision:

To educate the public on the necessary building and zoning requirements while assisting the public through this process while providing exceptional customer service in a fair and consistent manner.

2017 Accomplishments:

- Coordinated with other departments in streamlining permit and plan review processes, improving workflow and timeliness of reviews.
- Successful cleanup of several long-standing residential problem properties.
- Success with proactive contact with properties to encourage cleanliness and avoid enforcement actions via Citywide Cleanup opportunities.
- Provided mediation in several neighbor disputes connected with previous City aspects of building or project permitting.
- Established and utilize regular Planning/Site Plan review meetings to discuss larger projects and issues with Department heads – ~~early identification of possible concerns or suggestions to~~ improve projects for property owners/developers.
- Establish and utilize weekly Planning & Inspections department weekly update and improve communication between office and field staff.
- Economic development outreach to 20 businesses identified that may have an interest in locating in Waite Park based on typical other locations and local demographics.
Responses to multiple commercial/industrial leads submitted via DEED and/or Greater St. Cloud Development Corporation identifying and promoting several site options.
- Multiple presentations, discussions, and promotion of community with Waite Park Chamber, SCSU student groups, and neighborhood association.
- Maintain and expand connections with area businesses, property owners, developers, and real estate professionals through regular informal and ongoing contact. Regular contact 2-5 times weekly with area professionals.
- Ordinance updates for commercial area lot sizes and sign regulations.
- Establishment of new I-3 28th Ave Corridor mixed-use zoning district.
- Processed 17 land use applications via Planning Commission and City Council.
- Maintained periodic contact with peers in area communities to discuss planning and development aspects that affect us all and with projects with connections to other area communities.
- Successful reuse of former SJ Lewis property for Executive Express.

- Planning and Community Development Director continued ongoing professional development via membership in American Planning Association and MN chapter and attendance of conference, Stormwater Management MS4 workshop.

2018 Goals:

- Continue increased economic development presence and promotion of community for development opportunities.
- Review and recommend updates for economic development incentive policies and target areas.
- Undertake RFP process for Comprehensive Plan Update.
- Identify and pursue grant opportunities for community improvement, such as storefront improvement funding.
- Complete update of zoning map to ensure alignment between map and zoning districts as per established Zoning Ordinance.
- Focus on non-enforcement means to improve and foster neighborhood beautification in residential areas between Division Street and 3rd Street N.
- Pursue and encourage possible adaptive reuse of BNSF property and former railyard building site.
- Increased outreach to businesses regarding minor signage infractions (temporary and window signs)
- Pursue AICP (American Institute of Certified Planners) certification for Planning and Community Development Director.
- Update and improve department information on website, including current development projects and development opportunities, and more user-friendly informational forms.
 - Focus on clean-up and ordinance enforcement of properties with repeat history of issues.
 - Evaluate and recommend possible updates to B-3 Second Street South Corridor and I-94/TH 23 Corridor zoning districts regarding allowed uses and area requirements to promote sensible development opportunities.
 - Review options for preservation and adaptive reuse of BNSF railyard building or portion thereof.
 - Examine potential to incorporate watershed district regulations into engineering review and remove need for development to coordinate with watershed district separately.
 - Pursue AICP (American Institute of Certified Planners) certification for Planning and Community Development Director.
 - Update and improve department information on new website, including current development projects and development opportunities, and more user-friendly informational forms.

POLICE DEPARTMENT

Mission Statement:

To provide police services to citizens that protects people, property and individual rights.

Our Vision:

The Waite Park Police Department is dedicated to being a leader in our region in setting a standard of professional police service. The expectation is that we will treat citizens and each other with respect and fairness. We are accountable to each other and the community we serve and take responsibility for our actions. That as a department we value teamwork and desire to partner with the community we serve to achieve common goals. We will strive for innovation and creativity in addressing community problems. Above all we are committed to a standard that values honesty and encourages empathy for our fellow citizens.

2017 Accomplishments:

- **Social Media/Technology** – The police department in conjunction with City Hall now has a presence on social media including Facebook and Twitter. Social media has been used several times through the year to communicate information to our community.
- **Community Outreach** – Throughout 2017, we hosted several community events including our Senior Cookout, ALC Cookout, and our Dine & Dialogue Event with members of the Somali Community. We our hosted our first summer Youth Soccer program in 2017. We will continue to participate in these programs in 2018.
- **Internal Communication** – Concerted effort was made to have more frequent supervisor meetings and department staff meetings throughout the year. Progress was made in this area. Efforts will be made in 2018 to continue to improve in this area.

2018 Goals:

- **Mental Health/Crisis Response** – Our community and our officers are responding more and more to calls with individuals who suffer from some form of mental illness, chemical dependency and/or homelessness. We sent three officers to Crisis Intervention Training (CIT) giving them special skills to de-escalate crisis situations and provide effective responses to these types of calls. Waite Park transports over 300 persons per year to either detox or the ER for evaluations. Often times we are transporting the same person multiple times. We are working with St. Cloud PD, Stearns County Social Services, Centra Care and

the Central MN Mental Health Center to come up with response strategies for our area. The police department will emphasize crisis response training throughout our department training in 2018.

- **Human Trafficking Task Force** – Now that we have successfully secured a State grant to fund a Human Trafficking Task Force, 2018 will be the year to get this team established and functioning. This task force is a partnership between St. Cloud PD, the Stearns County Attorney’s Office and Waite Park PD. This team will focus on reducing victimization, reducing demand and arresting sex traffickers. This activity often has direct ties to groups who are also involved in illicit drug sales and other crimes of violence. The work of this task force will strive to make our city and the surrounding area safer.
- **School Resource Officer Program/Community Outreach** – with the addition of two new full-time police officers we anticipate expanding our capabilities in the area of general investigations, school resource officer coverage primarily at Discovery School and to continue our efforts to establish our community outreach and youth programming initiatives. We anticipate developing cooperative working partnerships with Discovery School, the United Way and other agencies to help us reach this goal.
- **Reserve Officer Program / Police Chaplain Program** - another goal for 2018 includes developing a plan for the creation of a volunteer reserve officer program and a volunteer police chaplain program. It will be beneficial to have established a reserve officer program in advance of our new outdoor amphitheater. A strong police chaplain program can be very helpful in providing support to families within our community who have suffered some type of tragic loss as well as enhancing police officer health and wellness.

Consent Agenda Item O: Investment Policy

As part of our year end processes, we are requesting approval of the Investment Policy which is an annual process. Attached is the Resolution and Policy for approval.

CITY OF WAITE PARK INVESTMENT POLICY

I. PURPOSE

It is the policy of the City of Waite Park to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow requirements of the City of Waite Park and conforming to all state and local statutes governing the investment of public funds. The purpose of this Policy is to develop an overall program for cash investments, designed and managed with a high degree of professionalism, worthy of the public trust; to establish that elected and appointed officials and employees are custodians of a portfolio which shall be subject to public review; to establish cash investment objectives, delegation of authority, standards of prudence, internal controls, authorized investments, selection process for investments, and broker representations.

II. SCOPE

This Policy applies to the investment and deposit of all funds of the City of Waite Park.

A. Pooling of Funds

Except for cash in certain restricted and special funds, the City of Waite Park will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. OBJECTIVE

At all times, investments of the City of Waite Park shall be in accordance with Minnesota Statutes Chapter 118A and amendments thereto. The primary objectives of the City of Waite Park's investment activities shall be in the following order of priority:

A. Safety

Safety of principal is the foremost objective of the investment portfolio. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk, interest rate risk, and custodial risk.

Credit Risk: Credit Risk is the risk of loss due to failure of the security issuer or backer. Thus, designated depositories shall have insurance through the FDIC (Federal Insurance) or the SIPC (Securities Investor Protection Corporation). To ensure safety, it is the policy of the City of

Waite Park that when considering an investment, all depositories under consideration be cross-checked against existing investments to make certain that funds in excess of insurance limits are not made in the same institution unless collateralized as outlined below. Furthermore, the Waite Park City Council will approve all financial institutions, brokers, and advisers with which the City of Waite Park will do business.

Interest Rate Risk: Interest Rate Risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. The City of Waite Park will minimize Interest Rate Risk by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

Custodial Risk: The City of Waite Park will minimize deposit Custodial Risk, which is the risk of loss due to failure of the depository bank (or credit union), by obtaining collateral or bond for all uninsured amounts on deposit, and by obtaining necessary documentation to show compliance with state law and a perfected security interest under federal law.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet projected disbursement requirements. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Generally, investments shall have "laddered" maturities so that money becomes available on a regular schedule. Liquid funds will allow the City of Waite Park to meet possible cash emergencies without being penalized on investments.

C. Yield

The investment portfolio shall be designed to manage the funds to maximize returns consistent with items A and B above and within the requirements set forth in this Policy. Subject to the requirements of the above objectives, it is the policy of the City of Waite Park to offer financial institutions and companies within the City of Waite Park the opportunity to bid on investments; however, the City of Waite Park will seek the best investment yields.

IV. DELEGATION OF AUTHORITY

Responsibility for the investment program is hereby delegated from the Waite Park City Council to the City Administrator/Clerk/Treasurer. Authority to conduct actual investment transactions shall be delegated to the Finance Director, who will act in accordance with procedures as established with this investment policy. The authorized individuals, when acting in accordance with this Policy and exercising due diligence, shall not be held responsible for losses, provided that the losses are reported immediately and that appropriate action is taken to control further losses.

V. PRUDENCE

The standard of prudence to be used by investment officials shall be the "prudent investor", and shall be applied in the context of managing the investments. All investment transactions shall be made in good faith with the degree of judgment and care, under the circumstances, that a person of prudence, discretion and intelligence would exercise in the management of their own affairs. This standard of prudence shall mean not for speculation, and with consideration of the probable safety of the capital as well as the probable investment return derived from assets.

VI. INTERNAL CONTROLS

Internal controls are designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. Before the City of Waite Park invests any surplus funds, competitive quotations shall be obtained. Written quotations from local financial institutions shall be obtained via fax, email or other form of written documentation, with all of them receiving the exact same rate request. Verbal quotations shall be received from all other brokers, along with a subsequent confirmation. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, quotations will be requested for instruments that meet the maturity requirement. If no specific maturity is required, a yield analysis will be conducted to determine which maturities would be most advantageous. Quotations will be requested from financial institutions for various options with regard to term and investment type. The City of Waite Park will accept the quotation, which provides the highest rate of return within the maturity required and within the limits of this Policy.

The Finance Director will report monthly to the Waite Park City Council on the total of all funds invested and the total interest received on all securities year to date.

VII. AUTHORIZED INVESTMENTS AND COLLATERALIZATION

All City of Waite Park investments and deposits shall be those allowable by Minnesota Statutes Chapter 118A and amendments thereto. In accordance with MN Statutes 118A, collateralization will be required on all demand deposit accounts, including checking, savings, and money market accounts, and non-negotiable certificates of deposit in excess of federal deposit insurance.

State law defines the types of securities that a financial institution may pledge as collateral for public deposits. These securities include:

- United States Treasury Issues
- Issues of US Government Agencies and Instrumentalities
- Obligations of State and Local Governments
- Time Deposits (Certificates of Deposits fully insured by the federal deposit insurance company or federal agency).

Since the amount a public entity has on deposit will vary from time to time, the financial institution needs sufficient amounts of pledged collateral to cover 110% of the uninsured amount on deposit during peak deposit times.

VIII. DIVERSIFICATION

The City of Waite Park will attempt to diversify its investments according to type and maturity. The portfolio, as much as possible, will contain both short-term and long-term investments. The City of Waite Park will attempt to match its investments with anticipated cash flow requirements. Extended maturities may be utilized to take advantage of higher yields.

IX. CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

X. BROKER REPRESENTATIONS

Municipalities must obtain from their brokers certain representations regarding future investments. Pursuant to Minnesota Statutes 118A, the City of Waite Park shall provide each broker with the City of Waite Park's investment policy, and the securities broker shall submit a certification annually to the City of Waite Park stating that the officer has reviewed the investment policies and objectives, as well as applicable state law, and agrees to disclose potential conflicts of interest or risk to public funds that might arise out of business transactions between the firm and the City of Waite Park. All financial institutions shall agree to undertake reasonable efforts to preclude imprudent transactions involving the City of Waite Park's funds.

Adopted by the Waite Park City Council on this 18th day of December, 2017.

Shaunna Johnson
City Administrator/Clerk/Treasurer

Richard E. Miller
Mayor

Consent Agenda Item P: Approve Change Order #1-Cloud Park/6th Avenue South

This is a Final Compensating Change Order to adjust the contract quantities to the as-constructed quantities. This Change Order is a decrease in the contract price of \$28,021.20.

CHANGE ORDER NO. 1

OWNER	<u>City of Waite Park</u>	DATE	<u>October 5, 2017</u>
CONTRACTOR	<u>Hardrives, Inc.</u>		
ENGINEER	<u>SEH</u>		
Contract	<u>N/A</u>	OWNER's No.	<u>WAITE 141685</u>
Project	<u>2017 Cloud Park and 6th Avenue Overlay Improvements, Waite Park, MN</u>		

You are directed to make the following changes in the Contract Documents:

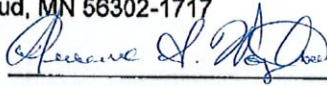
Description:	Compensating change order.		
Attachments:	Exhibit A.	TOTAL DEDUCT	(\$28,021.20)
Reason for Change Order:	Adjust bidding quantity to as-built quantity.		

ITEM	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES	
		Substantial Completion	Ready for Final Payment
Original Contract Price:	\$327,681.84	09/01/17	09/30/17
Net increase (decrease) from previous Change Order No. 0:	N/A	No Change	No Change
Contract price prior to the Change Order:	\$327,681.84	No Change	No Change
Net increase (decrease) of this Change Order:	(\$28,021.20)	No Change	No Change
Contract price with all approved Change Orders:	\$299,660.64	09/01/17	09/30/17

In accordance with the Minnesota Uniform Transaction Act, an electronic signature on this document is binding and afforded the same effect as if the document was signed by hand.

RECOMMENDED:

SEH
PO Box 1717
St. Cloud, MN 56302-1717

By: 

Title: Project Engineer

Date: 10/05/17

APPROVED:

City of Waite Park
PO Box 339
Waite Park, MN 56387-0339

By: _____

Title: _____

Date: _____

ACCEPTED:

Hardrives, Inc.
14475 Quiram Drive
Rogers, MN 55374-9461

By: 

Title: G.M.

Date: 10-24-17

CHANGE ORDER NO. 1 - EXHIBIT A

CONTRACTOR FOR: 2017 CLOUD PARK &
6th AVENUE OVERLAY IMPROVEMENTS
AGREEMENT DATE: 07/17/17
FOR WORK ACCOMPLISHED THROUGH: 09/26/17

PROJECT NO. WAITE 141685
OWNER CITY OF WAITE PARK, MN
CONTRACTOR HARDRIVES, INC.

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE		CO #1 DIFFERENCE
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
BASE BID										
1	MOBILIZATION	LUMP SUM	\$4,002.29	1.00	\$4,002.29	0.05	\$200.11	1.00	\$4,002.29	\$0.00
2	TRAFFIC CONTROL	LUMP SUM	\$1,928.70	1.00	\$1,928.70	0.30	\$578.61	1.00	\$1,928.70	\$0.00
3	(NMC) LOOP DETECTOR 6'X6'	EACH	\$973.99	6.00	\$5,843.94	6.00	\$5,843.94	6.00	\$5,843.94	\$0.00
4	ADJUST MANHOLE CASTING	EACH	\$265.43	21.00	\$5,574.03	3.00	\$796.29	7.00	\$1,858.01	(\$3,716.02)
5	ADJUST GATE VALVE BOX	EACH	\$202.85	12.00	\$2,434.20		\$0.00	17.00	\$3,448.45	\$1,014.25
6	REPLACE GATE VALVE BOX	EACH	\$274.47	8.00	\$2,195.76		\$0.00	2.00	\$548.94	(\$1,646.82)
7	SALVAGE AND INSTALL SIGN	EACH	\$178.95	1.00	\$178.95		\$0.00	0.00	\$0.00	(\$178.95)
8	MILL BITUMINOUS SURFACE (3.5")	SQ YD	\$1.09	14,571.00	\$15,882.39		\$0.00	14,571.00	\$15,882.39	\$0.00
9	MILL BITUMINOUS SURFACE (4.0")	SQ YD	\$1.41	2,529.00	\$3,565.89	2,529.00	\$3,565.89	2,529.00	\$3,565.89	\$0.00
10	SAWCUT BITUMINOUS	LIN FT	\$2.14	377.00	\$806.78		\$0.00	1,120.00	\$2,396.80	\$1,590.02
11	SAWCUT CONCRETE	LIN FT	\$5.36	48.00	\$257.28		\$0.00	94.00	\$503.84	\$246.56
12	REMOVE CONCRETE PAVEMENT	SQ YD	\$15.81	63.00	\$996.03	3.00	\$47.43	92.00	\$1,454.52	\$458.49
13	REMOVE CONCRETE CURB AND GUTTER	LIN FT	\$4.60	867.00	\$3,988.20	(10.00)	(\$46.00)	916.00	\$4,213.60	\$225.40
14	B618 CONCRETE CURB AND GUTTER	LIN FT	\$20.63	867.00	\$17,886.21	(10.00)	(\$206.30)	916.00	\$18,897.08	\$1,010.87
15	V6 CONCRETE CURB	LIN FT	\$38.57	32.00	\$1,234.24		\$0.00	0.00	\$0.00	(\$1,234.24)
16	4" CONCRETE WALK W/ 4" GRANULAR BEDDING	SQ FT	\$14.53	273.00	\$3,966.69	528.00	\$7,671.84	528.00	\$7,671.84	\$3,705.15
17	6" CONCRETE WALK W/ 4" GRANULAR BEDDING	SQ FT	\$16.42	218.00	\$3,579.56	228.00	\$3,743.76	228.00	\$3,743.76	\$164.20
18	8" CONCRETE DRIVEWAY W/ 6" CLASS 5	SQ FT	\$23.59	70.00	\$1,651.30	75.00	\$1,769.25	75.00	\$1,769.25	\$117.95
19	TRUNCATED DOMES	SQ FT	\$85.72	24.00	\$2,057.28	20.00	\$1,714.40	20.00	\$1,714.40	(\$342.88)
20	AGGREGATE BASE PREPARATION	LUMP SUM	\$10,838.07	1.00	\$10,838.07	0.15	\$1,625.71	1.00	\$10,838.07	\$0.00
21	TYPE SP 9.5 WEARING COURSE MIXTURE	TON	\$65.12	1,629.00	\$106,080.48	274.99	\$17,907.35	1,446.38	\$94,188.27	(\$11,892.21)
22	TYPE SP 12.5 NON WEARING COURSE MIXTURE	TON	\$57.48	2,069.00	\$118,926.12	262.62	\$15,095.40	1,861.94	\$107,024.31	(\$11,901.81)
23	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$1.80	860.00	\$1,548.00	275.00	\$495.00	1,045.00	\$1,881.00	\$333.00
24	FULL DEPTH STREET RESTORATION	SQ YD	\$72.00	50.00	\$3,600.00		\$0.00	0.00	\$0.00	(\$3,600.00)
25	SEEDING W/ FLEXTERRA	LUMP SUM	\$2,410.87	1.00	\$2,410.87		\$0.00	0.00	\$0.00	(\$2,410.87)
26	SCREENED TOPSOIL BORROW	CU YD	\$295.40	3.00	\$886.20	3.00	\$886.20	3.00	\$886.20	\$0.00
27	4" SOLID LINE WHITE - EPOXY	LIN FT	\$1.65	165.00	\$272.25	159.00	\$262.35	159.00	\$262.35	(\$9.90)
28	4" BROKEN LINE WHITE - EPOXY	LIN FT	\$1.65	140.00	\$231.00	150.00	\$247.50	150.00	\$247.50	\$16.50
29	24" STOP LINE WHITE - EPOXY	LIN FT	\$18.22	42.00	\$765.24	46.00	\$838.12	46.00	\$838.12	\$72.88
30	4" DOUBLE SOLID LINE YELLOW - EPOXY	LIN FT	\$3.29	444.00	\$1,460.76	431.00	\$1,417.99	431.00	\$1,417.99	(\$42.77)
31	ZEBRA CROSSWALK WHITE - EPOXY	SQ FT	\$7.45	288.00	\$2,145.60	288.00	\$2,145.60	288.00	\$2,145.60	\$0.00
32	PAVEMENT MESSAGE (THRU/RIGHT ARROW) - EPOXY	EACH	\$267.87	1.00	\$267.87	1.00	\$267.87	1.00	\$267.87	\$0.00
33	PAVEMENT MESSAGE (LEFT ARROW) - EPOXY	EACH	\$219.66	1.00	\$219.66	1.00	\$219.66	1.00	\$219.66	\$0.00
TOTAL ITEMS BID						\$327,681.84		\$67,087.97	\$299,660.64	(\$28,021.20)
SUMMARY										
TOTAL ITEMS BID						\$327,681.84		\$67,087.97	\$299,660.64	(\$28,021.20)
TOTAL						\$327,681.84		\$67,087.97	\$299,660.64	(\$28,021.20)

Consent Agenda Item Q: Approve MNDOT Delegated Process Agreement

Attached is a cover letter from the Minnesota Department of Transportation, which further explains the updated language in the attached new agreement. Also attached is a resolution to be approved regarding execution of the agreement.

**RESOLUTION NO. 121817-
CITY OF WAITE PARK**

RESOLUTION FOR AGENCY AGREEMENT

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Waite Park to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and the City Administrator are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1030103", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted by the Council this 18th day of December, 2017.

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.

STATE OF MINNESOTA
CITY OF WAITE PARK

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 12/18/17.

Shaunna Johnson
City Administrator-Clerk-Treasurer

Subscribed and sworn to before me
this _____ day of _____, 2017

Karla Ann Virnig
Notary



Minnesota Department of Transportation
State Aid for Local Transportation
395 John Ireland Boulevard, MS 500
Saint Paul, MN 55155

December 1, 2017

Shaunna Johnson
19 13th Avenue N
Waite Park, MN, 56387

**SUBJECT: Agency Delegated Contracting Process Agreement
Agency Agreement No. 1030103**

Dear Ms. Johnson:

Attached are two copies of the agency agreement between the City of Waite Park and MnDOT, which allows for MnDOT to act as the City's agent in accepting federal aid. This agreement is intended to cover all federally funded projects that the City is awarded funds for until revisions are needed to the agreement. It supersedes the agreement executed in or about 2003, which is referenced in this agreement.

While I do not anticipate that the requirements in Section 18.4 will apply to you, the language required by federal law and must be included in all federally funded project agreements as of October 1, 2010. Please review the agreement and if approved, have all two copies signed. A resolution similar to the attached example, must be passed. The certified resolution should then be placed as the last page in each of the two copies of the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return all two copies of the agreement to me for MnDOT signatures. A fully executed copy will be returned to you.

If you have any questions or need any revisions, please feel free to contact me at 651.366.3822.

Sincerely,


Lynnette Roshell, PE

Project Development Engineer

Enclosures

Cc: Kelvin Howieson – DSAE File

An Equal Opportunity Employer



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between the City of Waite Park ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and
 - 2.2. This agreement supersedes agreement number old (99961)
 - 2.3. This project is for construction not research and development.
 - 2.4. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. **Term of Agreement**
 - 1.1. **Effective Date.** This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. Upon the effective date, this agreement will supersede agreement 99961.
2. **Local Government's Duties**
 - 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website
 - 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Local Government will receive the sealed bids.
- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The Local Government will receive and open bids.
- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The Local Government entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.
- 2.4. **Contract Administration.**
- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.

- 2.4.2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.
- 2.5. Limitations.**
- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial

assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed after the end date will be eligible for federal funding.** Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

5. Payment

5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or

expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the Local Government's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award, twenty four months prior to the end date of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
 - 7.1. MnDOT's Authorized Representative is:

Name: Mitchell Rasmussen, or his successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Mitch.rasmussen@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
 - 7.2. The Local Government's Authorized Representative is:

Name: Shaunna Johnson or his/her successor.

Title: Waite Park City Administrator

Phone: 320-252-6822

Email: shaunna.johnson@ci.waitepark.mn.us

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
 - 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
 - 8.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
 - 8.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
 - 8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

9. Liability and Claims

9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

10.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.

10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. **Termination; Suspension**

- 14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
- 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
17. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or

intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18. Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 18.1. Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.2. Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.3. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 18.4. Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.5. Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 18.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 18.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 18.11. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.12. **Nondiscrimination.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be

subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

18.13. Federal Funding Accountability and Transparency Act (FFATA).

18.13.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

- 18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.13.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 18.13.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- 18.13.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

City of Waite Park

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Consent Agenda Item R: Approve Massage Enterprise Therapist License by Ronda Wohl

Massage Enterprise Therapist Massage by Ronda Wohl, will be leasing a space located at 204 4th Ave NE, Waite Park. Background and Credit checks have been ran for Ronda Wohl, all fees have been paid and this Massage Enterprise is contingent upon the approval of the Chief of Police, Dave Bentrud.

Consent Agenda Item S: Approve Massage Enterprise License for Riverwood Massage by Yan Hang Lin located at 2013 Frontage Road North

Massage Enterprise Riverwood Massage by Yan Hang Lin, will be leasing a space located at 2013 Frontage Road N, Waite Park. Background and Credit checks have been ran for Ronda Wohl, all fees have been paid and this Massage Enterprise is contingent upon the approval of the Chief of Police, Dave Bentrud.

Consent Agenda Item T: Approve Massage Enterprise License for Sara's Healing Hands by Sara Orth located at 217 3rd Street Northeast

Massage Enterprise Sara's Healing Hands by Sara Orth, leases a space at 217 3rd St NE, Waite Park. Fee's and the renewal application have been completed and submitted to City Hall. Background and Credit checks have been ran and approved by the Chief of Police, Dave Bentrud.

Consent Agenda Item U: Approve 2018 Proposal for lobbying services from Flaherty and Hood regarding AMP Bonding Request

Attached is the 2018 proposal from Flaherty and Hood for lobbying services for the City's AMP Bonding request. The proposal charges us on an hourly basis for work done on our behalf. They have proposed a cap to not to exceed \$20,000. Flaherty and Hood did raise this number from last year being it is a short session and there will be more day-to-day keeping tabs on things. It will also require another round of meetings with most legislators on the committee now that our project is higher up in the que. This proposal is also anticipating that we will be part of the bonding bill drafts which will also mean potential of more committee hearings and if not lobbying on our behalf to be included in the bonding bill and to be heard in front on the committees. Staff has reviewed this request and recommends approval.



December 4, 2017

Shaunna Johnson
City Administrator
City of Waite Park
PO Box 339
Waite Park, MN 56387

Dear Shaunna,

Thank you for your inquiry regarding legislative services for the 2018 legislative session. This letter serves as an agreement for Flaherty & Hood, P.A. to provide services related to the City of Waite Park's funding request for its amphitheater project during the 2018 session.

Scope of Services

In order to successfully secure funding for your project, Flaherty & Hood staff will assist the city of Waite Park with the following legislative activities:

- Developing and executing a legislative strategy
- Drafting necessary legislation and amendments
- Securing bill authors
- Direct lobbying of committee chairs, key legislators, and the Dayton Administration
- Creation of handouts and other materials for committee hearings and the bonding tour
- Monitoring progress of bonding bill through the legislative process
- Coordinating testimony at legislative hearings

Project Management and Costs

Shane Zahrt will be the day-to-day point of contact for the City of Waite Park at the Firm and will be primarily responsible for execution of the legislative activities described in this agreement. Mr. Zahrt will be assisted by firm members Marty Seifert and Bradley Peterson. Mr. Peterson will have ultimate responsibility for service delivery on behalf of the Firm. Other staff will be available to assist as needed.

Total cost of the project is estimated between \$15,000 and \$20,000. Flaherty & Hood, P.A. would charge the city of Waite Park on an hourly basis based on the attached fee schedule. Total cost of the project is capped at \$20,000.

Term of services would commence upon approval of the Waite Park City Council and would run through December 31, 2018. This Agreement may be terminated by Waite Park or the Firm by giving 30 days written notice to the other party, and any amounts due and owing up to such time will be promptly billed and paid.

By entering into this agreement, City understands that Flaherty & Hood, P.A. represents other capital investment clients. Flaherty & Hood advocates each project strenuously on its own merits. It is our belief that there is no reason that all of our clients' projects could not be funded by the legislature.

Conclusion

Flaherty & Hood, P.A. is pleased to provide legislative services to the City of Waite Park for the 2018 session and we are confident that we can have a significant impact in advancing your project.

If the proposal contained in this letter meets your approval, please sign and return one copy to Flaherty & Hood, P.A. and retain a copy for your records.

Very truly yours,

FLAHERTY & HOOD, P.A.

By:



Bradley Peterson, Shareholder Attorney

Accepted By:

Rick Miller, Mayor

Shaunna, City Administrator

ATTACHMENT A

Hourly rates for Flaherty & Hood, P.A. personnel providing legislative services to the under this contract:

Shareholder Attorney	\$166 per hour
Senior Attorney/Lobbyist (3 or more years' experience)	\$145 per hour
Associate Attorney (less than 3 years' experience)	\$125 per hour
Legislative Associate	\$100 per hour
Legislative Intern	\$ 52 per hour
Policy and Fiscal Analyst	\$130 per hour
Senior Media Consultant	\$145 per hour
Client Support Manager	\$ 99 per hour \$114 per hour for web and graphic design

Consent Agenda Item V: Approve Warming House Attendant

Staff has posted the position openings for Warming House Attendants. After interviewing several candidates and completing a background check, staff is recommending hiring one candidate at this time. Mitch Howe is the recommended hire. The compensation for this position is \$10/hr. In the past, the Public Works Director made these appointments without Council approval at the Council's direction. In reviewing this practice, it has been recommended that all positions including part-time and seasonal positions be approved by the City Council.

Consent Agenda Item W: Approve Proposal from Oertel Architects on the design of the Proposed Amphitheater

Included for your consideration is the proposal from Oertel Architects to move forward on the design of the amphitheater project. This proposal is to complete the design and prepare the construction documents for the proposed amphitheater. This will also provide the City with more detailed knowledge of the cost moving forward with this project. Staff recommends approval.



Date: December 7, 2017
To: Waite Park City Council
From: Jeff Oertel
RE: Waite Park Amphitheater

PROPOSAL

Dear Waite Park City Council,

Working on this project thus far has been both interesting and exciting. Whether or not we have a deadline, this project is always on our mind.

This is our proposal for the balance of the project. Frankly, determining a fee for this proposal has not been easy, attempting to keep costs under control while having enough fee to do a proper job. We can certainly discuss this in detail as you so choose. Consider this a start.

Based on several conversations and emails, we have included the civil engineering services as an alternate. We are prepared to either work with SEH or use a civil engineer that we have worked with in the past, one that has amphitheater experience. The firm of SRF was also our landscape architect from the get-go. Attached to this proposal is a more detailed fee and scope proposal from SRF, the proposed civil engineer for the team. Note that they would work directly as a sub-consultant to my firm while I understand that SEH would prefer to work directly for the city.

Note that we prepared general outline of civil engineering services which Shaunna then used in a memo for the civil engineering services. Her memo was used by both SEH and SRF in the preparation of the proposal, or at least that was the goal (not knowing yet what both proposals look like).

Baseline Project Data

The amphitheater layout and overall plan is based on our most recent set of documents and 3D renderings, which were last updated September of 2017. As has been the case for some time, the scope of the work includes the following:

1. Seating / standing capacity between 4,000 and 5,000 people.
2. On-site parking with limited pavement and a larger portion of parking on the grass.
3. *Mining operation* concept and appearance, with the use of pre-engineered buildings to the extent possible.

4. An open plaza area with some existing trees/landscape where possible (working with current versus new elevations)
5. Performers will bring in their own lighting, sound systems and other performance elements -- there needs to be locations, capacities and base M/E for this within the facility.
6. The manager will select equipment such as coolers, freezers and related equipment which is essentially non-fixed.
7. The canopy is limited to the size of the stage.
8. It is anticipated that rock from Martin-Marietta will be used as a part of the design.
9. There are numerous other items but this all is as indicated on the latest set of plans.

Scope of Services

This proposal is for all the next phases of work through completion, but listed by phase. Note that I am indicating we are on Phase 3. The first phase was simply initial investigation and the second was the concept or schematic design phase. Phase 3 is essentially taking the schematic plans all the way through the completion of the construction documents. This is summarized as follows:

Phase 3: design and construction documents

- Development of the full design, site and buildings
- Coordination with the amphitheater manager
- Meetings with Council
- Updates to the plan and proposed changes
- Coordination on soil borings and survey
- Coordination of equipment, fixed and not fixed
- Preparation of specifications and final construction drawings

Phase 4: Bidding and construction

- Assistance with ad-for-bids and notices
- Assistance with applications and permits
- Bidding related activities
- Pre-bid meeting with contractors
- Assistance with bids and evaluation of bids
- Construction related activities (similar to the public works building)
- Close-out of project

Project Team

The team for this project is virtually the same as the people and firms who worked on your public works project, with minor exception. The structural engineer is different as I believe that the engineer listed below is more qualified to perform conceptual structural engineering and they have a variety of complex projects similar to this one. Our proposed landscape architect has worked on several amphitheatres. Although you may not have met all these people and firms, you will.

Team is as follows:

Oertel Architects: Lead firm, manager, planner, designer and cost estimator
Meyer Borgman Johnson: structural engineer
Paulson & Clark Engineering: mechanical and electrical engineering
SRF: Landscape architect

(Selection of the civil engineer will be determined by city council.)

Note 1: We originally anticipated that we would need a specialist for the lighting, sound and other amphitheater components. Since sound / lighting systems have been taken out of the scope and the manager will be involved, we have not included this service.

Note 2: Since we have not included the civil engineering in our base fee, I want to note what we have included relative to the site-related work. Our scope includes:

Overall layout of the site (paths, buildings, drives, gates, fencing)
Structural design of walls and reinforced slabs
Design of the fencing, gates and barriers
Design of the plaza
Landscape design for the plaza and other areas around the site
Pathways
Seating area / sanding area of the amphitheater

Note 3: We do not have all the needed soil boring and we are uncertain to what extent SEH has for the site survey/tree survey. Since we expect to need a little more information and there will be special inspections during construction, I would suggest that you allow approximately \$50,000.00 for this. We can coordinate and arrange for proposals and communications.

Fee

The following fee is proposed collectively for all disciplines:

Phase 3 final design: \$415,000.00
Phase 4 bidding and construction: \$95,000.00



Also note, due to concerns about potential changes, delays and other concerns which I cannot yet anticipate, I would like to add a contingency to the fee. I am including a total of \$30,000.00 at this point, to use discretionarily.

Finally, I am including an allowance for such items as mileage, plan sets, state permits, color images (if quantities are requested) and related items. I have included \$10,000.00 for this, for all disciplines, billed only as needed at our direct cost.

The total requested fee without civil engineering amounts to \$550,000.00.

Not included in our scope is the following:

- Soil borings
- Tree identification
- Survey
- Civil engineering
- Special inspections
- Post-occupancy evaluation and changes


One other potential, but odd and unusual, cost here relates to taxes. Historically, consulting firms have never been taxed by the Federal government. Although this is currently uncertain, it is a possibility. If so we would request to be paid for any taxes. We just do not have that kind of capacity to pay taxes out of our fee dollars.

Conclusion

We will do all we can to not only make this a special and successful project, but work with you on the fee or scope as you determine acceptable.

Thank you in advance for the opportunity to continue to work with the city on this amphitheater project. We are prepared to move ahead at your direction.

Sincerely,



Jeffrey Oertel, president

Oertel Architects

Agenda Item No. 2

Issue: Final 2018 Tax Levy and Budget /Capital Improvement Plan, and Gambling Donation Requests

BACKGROUND:

The proposed tax levy was certified to the County in September of 2017. The final 2018 tax levy needs to be approved by the Council and must be certified to the County by December 30, 2017.

Once the 2018 tax levy has been adopted, the City Council will need to approve the 2018 Budget.

Copies of the information have been provided to the City Council for review and are available to the public upon request.

Gambling Donations: The City Council reviewed the Gambling Donation requests for 2018. A list of those donation requests is attached. Staff is recommending the Council approve the list. The requests will be dispersed based on fund availability, as well as, timing of when they were paid in previous years to the respected organization.

REQUIRED ACTION:

Approve OR Deny the 2018 Tax Levy and Budget/Capital Improvement Plan and Gambling Donation Requests.

RECOMMENDED ACTION:

Approve 2018 Tax Levy and Budget/Capital Improvement Plan and Gambling Donation requests as presented.

SUGGESTED MOTION:

Councilmember _____ moved to adopt the final 2018 Tax Levy per Resolution no. 12/18/17- _____ and moved to adopt the 2018 Budget/Capital Improvement Plan per Resolution no. 12/18/17- _____.

Councilmember _____ seconded the motion.

ROLL CALL

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

Motion (Approved) (Denied)

Gambling Donations for 2018

SUGGESTED MOTION:

Councilmember _____ moved to approve the 2018 Gambling Donation requests and the Whitney Senior Center Criteria as presented OR with the following revisions: _____

Councilmember _____ seconded the motion.

ROLL CALL

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

Motion (Approved) (Denied)

RESOLUTION NO. 121817-__
CITY OF WAITE PARK

RESOLUTION ADOPTING THE PROPERTY TAX LEVY FOR 2018

GENERAL FUND LEVY: **\$ 6,176,757**

TAX ABATEMENT LEVY: **206,850**

DEBT SERVICE LEVIES:

2010A G. O. Refunding Bonds	\$ 27,000
2013 G. O. Improvement Bonds	356,000
2013 G. O. Equipment Certificates	54,000
2016B G. O. CIP Bonds	<u>595,410</u>

TOTAL **\$ 1,032,410** **1,032,410**

GRAND TOTAL **\$ 7,416,017**

Adopted by the City Council of the City of Waite Park, Minnesota, this 18th day of December, 2017.

Richard E. Miller, Mayor

ATTEST:

Shaunna Johnson, City Administrator-Clerk-Treasurer

ACTION ON THIS RESOLUTION:

Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Resolution _____.

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 12/18/17.

Shaunna Johnson
City Administrator-Clerk-Treasurer

RESOLUTION NO. 121817-__
CITY OF WAITE PARK

**RESOLUTION ADOPTING THE 2018 GENERAL AND SPECIAL REVENUE FUND
BUDGETS**

2018 GENERAL FUND BUDGET

REVENUES:

Property Taxes	\$ 6,176,757
Gravel Tax	95,000
Franchise Fees	100,000
Liquor Licenses	47,100
Other Licenses & Permits	23,000
Grants & Aids	143,395
Charges for Services	175,750
Fines	81,300
Interest	15,000
Other Sources	80,800
Designated Working Capital	<u>400,000</u>
 Total Revenues	 \$ 7,338,102

EXPENDITURES:

City Council	\$ 33,095
Mayor	15,045
Planning	4,625
Elections	21,925
Administration	667,725
Assessing	28,800
Audit	23,125
Legal	50,000
Planning & Zoning	142,800
Government Buildings	252,075
Library	17,960
Police	2,802,884
Fire & Rescue	391,617
Inspections	240,100
Emergency Services	26,115
Animal Control	5,820
Engineering	90,000
Streets	1,340,675
Snow Removal	178,350
Traffic Signs & Signals	33,975
Street Lighting	118,150
Brush Collection	15,575
Weed Control	8,625
Tree Trimming	4,050
Waste Collection/Disposal	361,000
Parks	299,780
Splash Pad	48,150
Insurance	48,000
Miscellaneous	<u>68,061</u>
 Total Expenditures	 \$ 7,338,102

RESOLUTION NO. 121817-__
(continued)

CITY OF WAITE PARK

2018 SPECIAL REVENUE FUNDS BUDGETS

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENDITURES</u>
Park Land Development	30,150	230,000
Charitable Gambling	45,000	57,350
Drug Forfeiture	4,000	3,600
DWI Forfeiture	10,010	10,000
Forfeiture	3,000	3,000
Local Sales Tax	1,102,000	1,500,000

Adopted by the City Council of the City of Waite Park, Minnesota, this 18th day of December, 2017.

Richard E. Miller, Mayor

ATTEST:

Shaunna Johnson, City Administrator-Clerk-Treasurer

ACTION ON THIS RESOLUTION:

Motion for adoption:
Seconded by:
Voted in favor of:
Voted against:
Abstained:
Absent:
Resolution _____.

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 12/18/17.

Shaunna Johnson
City Administrator-Clerk-Treasurer

CITY OF WAITE PARK
5-Year Infrastructure Capital Improvement Plan 2018-2022

Revised 12/13/17

Project	Sewer Revenue	Water Revenue	Storm Revenue	Deferred Assessments	City Costs	Assessments	MSA	Federal	TIF	Sales Tax	Park Dedication	Other	General Levy	Sales Tax Roads	Sales Tax Parks	Water Fund	Total Project Cost	Comment	
2018																			
Water Tower Maintenance-Smiley (10th Avenue South)		\$715,000														\$715,000	\$715,000	Smiley complete rehab.	
Street Preservation					\$70,000					\$70,000				\$70,000			\$70,000	Waite Avenue South - 2nd Street South to South City Limits	
Street Preservation					\$190,000					\$190,000				\$190,000			\$190,000	13th Avenue North - Division Street to 3rd Street North	
Street Preservation					\$220,000								\$220,000				\$220,000	Old TH 23, NE of Bel Clare Drive - reclaim	
Street Preservation					\$130,000								\$130,000				\$130,000	First Street North - Waite Avenue North to 2nd Avenue North - mill and fill	
Street Preservation					\$216,000								\$216,000				\$216,000	6th Avenue South - Division Street to 2nd Street South - edge mill and overlay	
Rivers Edge Park-Phase 1										\$1,884,000					\$1,884,000		\$1,884,000	Construction of the existing parking lot expansion, new south parking lot, parking lot and trail lighting, existing baseball field temporary modifications, trails, and a maintenance building.	
Amphitheater																			
Subtotal	\$0	\$715,000	\$0	\$0	\$826,000	\$0	\$0	\$0	\$0	\$2,144,000	\$0	\$0	\$566,000	\$260,000	\$1,884,000	\$715,000	\$3,425,000		
Total Financed through 429 Bond				\$0															

Project	Sewer Revenue	Water Revenue	Storm Revenue	Deferred Assessments	City Costs	Assessments	MSA	Federal	TIF	Sales Tax	Park Dedication	Other	General Levy	Sales Tax Roads	Sales Tax Parks	Water Fund	Total Project Cost	Comment	
2019																			
Street Preservation					\$130,000								\$130,000				\$130,000	10th Avenue South -7th Street South to Sunwood Park Drive	
Street Preservation					\$140,000								\$140,000				\$140,000	Sunwood Park Drive - 10th Avenue South to Sunwood Park Lane- edge mill and overlay	
Street Preservation					\$210,000								\$210,000				\$210,000	Sunwood Park Lane- Sunwood Park Drive to Sunwood Park Drive- edge mill and overlay	
Street Preservation					\$90,000								\$90,000				\$90,000	Frontage Road North - 15th Avenue North to 900' west	
Street Preservation					\$657,450					\$657,450				\$657,450			\$657,450	Graniteview Road - Roundabouts to CR 6 - reconstruct	
Glacial Lakes Trail					\$390,000					\$390,000					\$390,000		\$390,000	Rivers Edge Park to Frontage Road North Const \$320,000, ROW \$70,000	
Subtotal	\$0	\$0	\$0	\$0	\$1,617,450	\$0	\$0	\$0	\$0	\$1,047,450	\$0	\$0	\$570,000	\$657,450	\$390,000	\$0	\$1,617,450		
Total Financed through 429 Bond				\$0															

Project	Sewer Revenue	Water Revenue	Storm Revenue	Deferred Assessments	City Costs	Assessments	MSA	Federal	TIF	Sales Tax	Park Dedication	Other	General Levy	Sales Tax Roads	Sales Tax Parks	Water Fund	Total Project Cost	Comment	
2020																			
Water Tower Maintenance- Whitey (13th Avenue South)		\$758,000														\$758,000	\$758,000		
Street Preservation					\$99,000								\$200,000				\$200,000	Meadowview Lane - CR 137 to end - reclaim	
Street Preservation					\$455,000	????????????							\$455,000				\$455,000	2nd Street North - Waite Avenue North to 2nd Avenue North - Reconstruct Pavement Only	
Street Preservation					\$105,000	????????????							\$105,000				\$105,000	West Avenue - 2nd Street North to end - Reconstruct Pavement Only	
Utility Reconstruction	\$130,000	\$130,000	\$97,500		\$357,500	????????????							\$357,500				\$455,000	2nd Street North - Waite Avenue North to 2nd Avenue North - Reconstruct Utilities Only	
Utility Reconstruction	\$30,000	\$30,000	\$22,500		\$82,500	????????????							\$82,500				\$105,000	West Avenue - 2nd Street North to end - Reconstruct Utilities Only	
Street Preservation					\$720,000					\$720,000				\$720,000			\$720,000	2nd Avenue South - 7th Street South to Graniteview Road	
Subtotal	\$160,000	\$918,000	\$120,000	\$0	\$1,819,000	\$0	\$0	\$0	\$0	\$720,000	\$0	\$0	\$1,200,000	\$720,000	\$0	\$758,000	\$2,798,000		
Total Financed through 429 Bond				\$0															

Project	Sewer Revenue	Water Revenue	Storm Revenue	Deferred Assessments	City Costs	Assessments	MSA	Federal	TIF	Sales Tax	Park Dedication	Other	General Levy	Sales Tax Roads	Sales Tax Parks	Water Fund	Total Project Cost	Comment
2021																		
Street Preservation					\$150,000								\$150,000				\$150,000	1st Avenue North - Division Street to Maple Street
Street Preservation					\$120,000								\$120,000				\$120,000	Old CR # 6- CR 6 to end
Street Preservation					\$364,000								\$364,000				\$364,000	3rd Street South - 2nd Avenue South to 10th Avenue South mill, fill w/4"bit, curb and sidewalk repair
Street Preservation					\$170,000								\$170,000				\$170,000	1st Street South - 10th Avenue South to 2nd Street South- edge mill and overlay
Street Preservation					\$72,000					\$72,000				\$72,000			\$72,000	Waite Avenue North - Division Street to 1st Street North- edge mill and overlay (Waite Park's half)

Street Preservation					\$182,000					\$182,000				\$182,000			\$182,000	Waite Avenue - 1st Street North to 3rd Street North- edge mill and overlay
Street Preservation					\$130,000					\$130,000				\$130,000			\$130,000	Waite Avenue South - Division Street to 2nd Street South - edge mill and overlay (Waite Park's half)
Street Preservation					\$200,000					\$200,000				\$200,000			\$200,000	2nd Ave Rt. Turn Lane at 2nd St S (at Grizzly's) ROW only
Subtotal		\$0	\$0	\$0	\$0	\$1,388,000	\$0	\$0	\$0	\$0	\$584,000	\$0	\$0	\$804,000	\$584,000	\$0	\$0	\$1,388,000

Total Financed through 429 Bond

\$0

Project	Sewer Revenue	Water Revenue	Storm Revenue	Deferred Assessments	City Costs	Assessments	MSA	Federal	TIF	Sales Tax	Park Dedication	Other	General Levy	Sales Tax Roads	Sales Tax Parks	Water Fund	Total Project Cost	Comment
2022																		
Street Preservation					\$20,000								\$20,000				\$20,000	11th Avenue North - 8th Street South to end - edge mill and overlay
Street Preservation					\$110,000								\$110,000				\$110,000	8th Street South - 10th Avenue South to end - edge mill and overlay
Street Preservation					\$160,000								\$160,000				\$160,000	Great Oak Drive - 10th Avenue North to 3rd Street North - edge mill and overlay
Street Preservation					\$60,000								\$60,000				\$60,000	Great Oak Drive - 10th Avenue North to end/Rivers Edge Park - edge mill and overlay
Street Preservation					\$350,000								\$350,000				\$350,000	Old Highway North - BelClare Drive to South End
Street Preservation					\$130,000								\$130,000				\$130,000	1st Avenue South - Division Street to 2nd Street South - edge mill and overlay
Street Preservation					\$468,000					\$468,000				\$468,000			\$468,000	10th Avenue South - Parkway Drive to 7th Street South - edge mill and overlay
Street Preservation					\$385,000					\$385,000				\$385,000			\$385,000	2nd Ave Rt. Turn Lane at 2nd St S (at Grizzly's)- Construction
Rivers Edge Park-Phase 2					\$1,427,000					\$1,427,000					\$1,427,000		\$1,427,000	Construction of 2 baseball fields (no lighting of fields), baseball field bathroom / storage facility, trails around the fields, and trail lighting.
Subtotal		\$0	\$0	\$0	\$0	\$3,110,000	\$0	\$0	\$0	\$0	\$2,280,000	\$0	\$0	\$830,000	\$853,000	\$1,427,000	\$0	\$3,110,000

Total Financed through 429 Bond

\$0

Sanitary Sewer Reconstruct	\$100
Storm Sewer Reconstruct	\$100
Water Reconstruct	\$75

Type of work	Lanes	LF or SF	Cost
Trail - Reconstruct	T	LF	\$75
Parking Lot - Reconstruct	PL	SF	\$1.20
Alley - Reconstruct	1	LF	\$60
Alley - Reconstruct w/drainage	1	LF	\$90
Frontage Rd - Reconstruct	1	LF	\$120
Frontage Rd - Reconstruct w/drainage	1	LF	\$200
Street Reconstruct	2	LF	\$350
Edge Mill & 2" Overlay	2	LF	\$100
Edge Mill & 2" Overlay	4	LF	\$180

Pavement Maintenance - Capital Improvements 2018-2022
Waite Park, MN

Year	Age	Overlaid	Ranking	Overlay or Reconst	Sales Tax / GF	Street	From - To	Lanes	Length or SF	Cost LF or SF	Overlay Cost	GF	ST	Year	Targets
1996	22		1.1		GF	1st Street North	Waite Avenue North to 2nd Avenue North	2	1,300	\$100	\$130,000	\$566,000		2018	2018 Targets General Fund \$500,000 Sales Tax \$600,000
Old Twp	#VALUE!		1.2		GF	Old Hwy North	BelClare Drive to North End	2	1760	\$125	\$220,000				
1997	21		1.3		GF	6th Avenue South	1st Street South to 2nd Street South	4	700	\$180	\$126,000				
1997	21		1.3		GF	6th Avenue South	1st Street South to Division Street	4	500	\$180	\$90,000				
Unknown	#VALUE!		1.4		ST	Waite Avenue South	2nd Street South to City Limits South (Waite Park's half)	4	1400	\$50	\$70,000				
1994	24		3.1		ST	13th Avenue North	Division Street to 1st Street North	2	600	\$100	\$60,000		\$260,000		
2001	17		3.1		ST	13th Avenue North	1st Street North to 3rd Street North	2	1,300	\$100	\$130,000				
1998	20		1.31		GF	10th Avenue South	7th Street South to Sunwood Park Drive	2	1,300	\$100	\$130,000	\$570,000		2019	2019 Targets General Fund \$600,000 Sales Tax \$600,000
1995	23		1.5		GF	Sunwood Park Drive	10th Avenue to Sunwood Park Lane	2	1,400	\$100	\$140,000				
1995	23		1.5		GF	Sunwood Park Lane	Sunwood Park Drive to Sunwood Park Drive	2	2,100	\$100	\$210,000				
1988	30		2.11		GF	Frontage Road North	15th Avenue North to 900' west of 15th Avenue North	2	900	\$100	\$90,000				
2000	18		1.4		ST	Graniteview Road	700' south of roundabout to CR #6	2	4870	\$135	\$657,450				
Old Twp	#VALUE!		1.7		GF	Meadowview Lane	CR 137 to End	2	2000	\$100	\$200,000	\$760,000		2020	2020 Targets General Fund \$700,000 Sales Tax \$600,000
?	#VALUE!		1.81	R	GF	2nd Street North	Waite Avenue North to 2nd Avenue North	2	1,300	\$350	\$455,000				
?	#VALUE!		1.81	R	GF	West Avenue	2nd Street North to End	2	300	\$350	\$105,000				
1999	19		1.6		ST	2nd Avenue South	7th Street South to Private Road	4	2,700	\$180	\$486,000		\$720,000		
2000	18		1.6		ST	2nd Avenue South	Private Road to Graniteview Road	4	1,300	\$180	\$234,000				
1996	22		1.81		GF	1st Avenue North	Division Street to Maple Street North	2	1,500	\$100	\$150,000	\$804,000		2021	2021 Targets General Fund \$800,000 Sales Tax \$600,000
1990	28		1.82		GF	Old CR #6	CR #6 to End	2	1200	\$100	\$120,000				
1979	39		2.12		GF	3rd Street South	6th Avenue South to 2nd Avenue South	2	1,300	\$140	\$182,000				
1996	22		2.12		GF	3rd Street South	6th Avenue South to 10th Avenue South	2	1,300	\$140	\$182,000				
1995	23		2.2		GF	1st Street South	10th Avenue South to 2nd Street South	2	1,700	\$100	\$170,000				
Unknown	#VALUE!		2.4		ST	Waite Avenue North	Division Street to 1st Street North (Waite Park's half)	4	600	\$120	\$72,000				
Unknown	#VALUE!		2.4		ST	Waite Avenue North	1st Street North to 3rd Street North	4	1300	\$140	\$182,000				
Unknown	#VALUE!		2.4		ST	Waite Avenue South	Division Street to 2nd Street South (Waite Park's half)	4	1300	\$100	\$130,000				
					ST	2nd Avenue South	Right Turn Lane (southbound / Grizzly's) @ Hwy 23 (Right Of Way- Only)				\$200,000				
1994	24		2.3		GF	11th Avenue South	8th Street South to End	2	200	\$100	\$20,000	\$830,000		2022	2022 Targets General Fund \$900,000 Sales Tax \$600,000
1994	24		2.3		GF	8th Street South	10th Avenue South to End	2	1,100	\$100	\$110,000				
Old Twp	#VALUE!		3.4		GF	Old Hwy North	BelClare Drive to South End	2	3500	\$100	\$350,000				
2001	17		3.2		GF	1st Avenue South	Division Street to 2nd Street South	2	1,300	\$100	\$130,000				
1996	22		3.3		GF	Great Oak Drive	3rd Street North to 10th Avenue North	2	1,600	\$100	\$160,000				
1997	21		3.3		GF	Great Oak Drive	10th Avenue North to End	2	600	\$100	\$60,000				
					ST	2nd Avenue South	Right Turn Lane (southbound / Grizzly's) @ Hwy 23 (Construction)				\$385,000				
1998	20		2.3		ST	10th Avenue South	300' south of 3rd Street South to 7th Street South	4	2,600	\$180	\$468,000				

2018 Charitable Gambling Fund Donations Requests

<u>ORGANIZATION</u>	<u>2018 APPROVED</u>	<u>2018 REQUEST</u>	<u>2017 APPROVED</u>	<u>PURPOSE</u>
Boys & Girls Club	\$2,000.00	\$2,000.00	\$2,000.00	SMART Moves Violence Prevention Program
Boys Scouts/Troop 20	\$1,000.00	\$1,000.00	\$1,500.00	Boy Scout Christmas Dinner
WP Spass Tag Inc.	\$10,000.00	\$10,000.00	\$10,000.00	50th Anniversary Family Fun Fest
Whitney SR Center ACT	\$1,000.00	\$0.00	\$0.00	Activities for Seniors
Whitney SR Center	\$4,000.00	\$4,000.00	\$2,500.00	Discounted Walking Track Membership
Anna Marie's Alliance	\$1,250.00	\$1,250.00	\$1,000.00	Services for domestic abuse
Initiative Foundation	\$1,135.00	\$1,135.00	\$1,500.00	Local Community & Economic Development Projects
SC Fireworks Fund	\$500.00	\$1,000.00	\$500.00	4th of July Fireworks
RSVP	\$11,000.00	\$12,815.00	\$10,000.00	Age 55 + Volunteer Service Benefiting All Ages
Good Samaritan Fund	\$519.00	\$519.00	\$500.00	Helping Residents with utility bills/car repairs/etc...
Tri-School Committee	\$1,500.00	\$1,500.00	\$1,500.00	After Graduation Party
Diversity thru Colors	\$0.00	\$0.00	\$0.00	Youth Enrichment Programs
WACOSA	\$3,000.00	\$3,700.00	\$2,000.00	(No specific amount requested on form)
Junior Achievement	\$2,000.00	\$2,000.00	\$1,500.00	Financial Literacy/College & Career Readiness/Entrepreneurship
St Joseph Church	\$0.00	\$0.00	\$0.00	100th Anniversary Festival Celebration!
St Cloud Recreation Dept.	\$0.00	\$0.00	\$0.00	Walking Track
CentraCare Health Foundation	\$5,000.00	\$0.00	\$5,000.00	Child Advocacy Center
Paramont Center for the Arts	\$1,000.00	\$1,000.00	\$0.00	
Terebinth Refuge	\$1,000.00	\$0.00	\$0.00	
TOTAL:	\$45,904.00	\$41,919.00	\$39,500.00	

***Good Samaritan & Paramount Center - did not submit our form but their own advertisement request

Red \$ - 2018 Request forms turned in

Black \$ - 2018 Request mailed and not returned. If prior request amount was available that's what's listed.
 Otherwise \$0.00 was put in place if no request amount on file for the last few years.

Agenda Item No. 3

Issue: Public Hearing: Appendix B – Fee Schedule for 2017 including utility rate increases for 2018

BACKGROUND:

The City considers changes to the Fee Schedule annually. Staff has reviewed all fees currently charged. Below and attached are the recommended changes/additions to the Fee Schedule for your review:

Staff is proposing a Tax Levy Certification Fee of \$75 for past due account balances that have to be certified on the property tax roll. In the past, there was a \$35 Admin Fee charged, but this amount does not come close to the work and time it takes in the certification process. Staff feels that \$75 is a closer cost to certification processing.

Staff is proposing the Resident and Non-Resident Park Rental Fees for 2019 to stay the same as the 2018 rates.

Staff is proposing the Water and Sewer Access Charges increase from \$1,000 per UAC unit to \$1,500 per UAC unit.

Staff is proposing to increase the Civil Service Board compensation. This has not been increased for over 20 years. There is a considerable amount of time that goes into their involvement with the hiring process. The recommendation would be to add compensation of \$300 per new hire. It is estimated that each of these members puts in about 30 hours in for each new hire we have from reviewing and scoring applications, meeting with staff, and interviewing candidates.

Regarding proposed Utility Rate increases for 2018, water rates are proposed to increase from \$6.37 per 1,000 gallons to \$6.62 per 1,000 gallons. The water rate increase is a result of additional operation and maintenance and debt service. Wastewater rates are proposed to increase from \$7.03 per 1,000 gallons to \$7.24 per 1,000 gallons. This increase is due to continued debt service on the expansion and rehabilitation of the St. Cloud Waste Water Treatment Facility and debt service on the sewer interceptor lining project. The utility rates are proposed to take effect January 1, 2018 and will be reflected on the April 2018 quarterly bill.

The Massage Therapist and Massage Enterprise Application and Investigative Fees are proposed to increase to the amounts stated on the Proposed Fee Schedule, based on the actual costs of conducting background checks.

The Hotel/Motel/Lodging Establishment Application and Investigative Fees and License Fees were added to the Proposed Fee Schedule based on the Ordinance approved at the 12/4/17 City Council Meeting.

A Fire Watch Fee of \$75 for up to two firefighters per hour and \$25 per hour for each additional firefighter is also being proposed.

A Stearns County Transit Tax of .25% has also been approved and was added to the proposed fees where sales tax is applicable.

Included in the attachment is the Notice of the Public Hearing and the “Summary Publication” for your review and consideration.

December 18 2017

READ: Please read the enclosed Public Hearing Notice.

PUBLIC HEARING:

Public Hearing opened at _____.

Councilmember _____ moved to close the public hearing.

Councilmember _____ seconded the motion.

Public Hearing closed at _____.

REQUIRED ACTION:

Approve OR Deny amending Appendix B – Waite Park Schedule of Fee Charges as proposed or with revisions and also Approve or Deny the Summary Publication.

RECOMMENDED ACTION:

Approve amending Appendix B – Waite Park Schedule of Fee Charges as proposed and approve the Summary Publication for Appendix B – Waite Park Schedule of Fee Charges as presented.

SUGGESTED MOTION:

Councilmember _____ moved to approve or deny amending Appendix B – Waite Park Schedule of Fee Charges and Summary Publication as proposed OR with the following revisions/corrections/additions: _____

Councilmember _____ seconded the motion.

ROLL CALL

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

Motion (Approved) (Denied)



CITY OF

WaitePark

WHERE MINNESOTA CONNECTS

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Waite Park City Council will hold a public hearing at Waite Park City Hall, 19 13th Avenue North, on Monday, December 18, 2017, at 6:30 p.m. or soon thereafter, to consider revision of Appendix B – Waite Park Schedule of Fee Charges. A copy is available at City Hall for review.

All interested persons are invited and encouraged to attend or send written comments.

Dated this 27th day of November, 2017.

Shaunna Johnson
City Administrator-Clerk-Treasurer

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B
WAITE PARK SCHEDULE OF FEE CHARGES**

12/18/17 Proposed

The City Council for the city of Waite Park, HEREBY ORDAINS:

1. That Appendix B, Waite Park Schedule of Fees Charges, is hereby amended and shall read as follows:

Ordinance	Title	Fee
NOTE: Sales tax is in addition to the following fees as applicable		
ADMINISTRATIVE FEES AND PENALTIES		
14.1	Petty Misdemeanor	Per State Statute
14.2	Misdemeanor	Per State Statute
14.7	Administrative Penalties	
	20.5 Tobacco Use in City Hall	\$100.00
	32.15 Alcohol in Public Park	\$100.00
	32.23 Traffic Regulations	\$100.00
	32.25 All Other Public Park Violations	\$100.00
	33.3.1 Failure to Obtain Contractor's License	Equal to Permit Cost
	43.19 Sprinkling Bans	\$100.00
	62.13 Snowmobiles	\$100.00
	70.19 Underage Consumption	\$100.00
	73.5 Gambling	\$100.00
	74.9 Transient Merchants, Peddlers, Solicitors	\$100.00
	81.5 Recycling/Refuse	\$100.00
	90.16 General Nuisances	\$100.00
	91.16 Diseased or Vicious Animal	\$100.00
	91.19 Interference with Officers	\$100.00
	91.20 Animals	\$100.00
	92.4 Noxious Weeds	\$100.00
	93.13 Dutch Elm Disease	\$100.00
	97.7 Curfew	\$100.00
	98.6 Noise	\$100.00
	100.10 Housing Ordinance Civil Penalty	\$1,000 maximum – per violation
	All Other Code/Ordinance Violations	\$100.00
	Repeat Code Violations Within 24 Months	Double Scheduled Fee
	Continuing Violations	Fine for Each Day
	Code Violations that Significantly Endangers Life	\$200.00
	Code Violations that Involves Critically Unsafe Conditions	\$200.00
	<u>Additional Late Fees for Delinquency:</u>	
	After 7 Days - Additional Amount Due	\$50.00
	After 14 Days - Additional Amount Due	\$75.00
	After 21 Days - Unpaid Fines Certified for Revenue	

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B**

WAITE PARK SCHEDULE OF FEE CHARGES

12/18/17 Proposed

Ordinance	Title	Fee
	Recapture or Assessment - Additional Amount Due OR	\$100.00
	After 21 days - Criminal Citation Issued (When Applicable) - Additional Amount Due	\$300.00
	Interest on Unpaid Invoices, Fines or Fees	8%
	<u>Tax Levy Certification Fee</u>	<u>\$75.00</u>
COMPENSATION		
20.1	City Council Salary (included are 2 regular Council meetings)	\$300.00 per month
20.2	Mayor Salary (included are 2 regular Council meetings)	\$600.00 per month
20.3	City Council Special Meeting Salary	\$100.00 per month
	Mayor Special Meeting Salary	\$200.00 per month
22.4	Civil Service Personnel Board Compensation	\$300.00 per year per hire <u>(min. of \$300.00 per year)</u>
	Secretary (non employee)	\$400.00 <u>Additional \$100.00</u> per year
24.5	Planning Commission Members Compensation	\$40.00 per meeting
	Secretary (non employee)	\$55.00 per meeting
	Special meetings/committee appointments when approved by City Council or unless otherwise stated	\$16.00 per hour - use 1/4 hr. guideline - \$160 per day max.
27.4	Park Board Members Compensation	\$40.00 per meeting
	Secretary (non employee)	\$55.00 per meeting
	Special meetings/committee appointments when approved by City Council or unless otherwise stated	\$16.00 per hour - use 1/4 hr. guideline - \$160 per day max.
SIDEWALK ORDINANCE		
31.1	Snow and/or Ice Removal Inspection Snow and/or Ice Removal Administrative Fee	\$30.00 Actual Contractual Costs \$35.00
PARK ORDINANCE		
32	Park Rental Fees	
	Park Rent Deposit returned if cleaned properly by renter and no damage to facility/park - NOTE: If deposit for any park use is not returned due to lack of cleanup or damage to facility/park by renter, the second rental requires a \$250 damage deposit - park will not be rented to party after two offenses - If park rental is cancelled up to three business days before date of intended park use, \$10 of the rental fee for residents - or \$40 of the rental fee for non-residents, will be retained by the City (non-taxable) as an administrative fee - If park rental is cancelled less than three business days before date of intended park use, the entire rental fee will be retained by the City, but the damage deposit will be refunded.	
	Resident	<u>2017 = \$65 fee plus Sales</u>

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B**

WAITE PARK SCHEDULE OF FEE CHARGES

12/18/17 Proposed

Ordinance	Title	Fee
		<p>Tax—plus \$200 damage/cleaning deposit and \$150 key deposit—also see note above.</p> <p>2018 = \$65 fee plus Sales <u>and Transit Taxes</u> – plus \$200 damage/cleaning deposit and \$150 key deposit – also see note above.</p> <p><u>2019 = \$65 fee plus Sales and Transit Taxes – plus \$200 damage/cleaning deposit and \$150 key deposit – also see note above.</u></p>
	Non-resident	<p>2017 = \$150 fee plus Sales Tax (effective for reservations made after 12/31/16)—plus \$200 damage/cleaning deposit and \$150 key deposit—also see note above.</p> <p>2018 = \$150 fee plus Sales <u>and Transit Taxes</u> – plus \$200 damage/cleaning deposit and \$150 key deposit – also see note above.</p> <p><u>2019 = \$150 fee plus Sales and Transit Taxes – plus \$200 damage/cleaning deposit and \$150 key deposit – also see note above.</u></p>
RIGHT-OF-WAY EXCAVATION PERMITS, LICENSES		
33.3	License and Permit Bond	\$10,000.00
33.4.2	Permit Extension Fee	\$60.00
33.4.3	Delay Penalty	
	Minor/Local Streets	\$20.00/day
	Collector Streets	\$100.00/day
	Arterial Streets	\$500.00/day
33.8.1	Excavation License	\$100.00
	Excavation Permit Fees	

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B**

WAITE PARK SCHEDULE OF FEE CHARGES

12/18/17 Proposed

Ordinance	Title	Fee
	Hole	\$70.00/hole
	Trench/Bore/Plow	\$0.40/lineal feet + hole fee
33.8.2	Obstruction Permit Fee	\$70.00
40.2	Cable Television Franchise	Variable, see franchise agreement
MECHANICAL PERMITS AND LICENSING		
42.1.1	Gas Installer License	\$100.00
42.1.3	Gas Installer License Bond	Per State Statute
42.1.4	Insurance Requirements	\$200,000 injury/death of one person; \$600,000 on account of one accident; \$200,000 property damage
42.2.1	New and Remodel Construction - Residential	
	Residential - New	\$125.00 [∞]
	Residential - Alterations	\$50.00 [∞]
	Residential - Fireplace	\$45.00 [∞]
	Additional Inspections/No Listed Fee (Minimum Charge - one-half hour)	\$60.00 per hour
	Investigation Fee	Equal to amount of permit fee less surcharge
	New and Remodel Construction - Commercial	
	Commercial Mechanical Permit Fees	
	Contract Valuation - \$2,500 or less	\$50.00*
	Contract Valuation - \$2,501 through \$10,000	2% of contract valuation*
	Contract Valuation - \$10,001 or more	\$200.00 + 1.5% of contract valuation over \$10,000*
	Additional Inspections/No Listed Fee (Minimum Charge - one-half hour)	\$60.00 per hour
	Investigation Fee (working without a permit)	Equal to amount of permit fee less surcharge
	Plan Review Fee	65% of permit fee
WATER AND SEWER FEES		
43.4	Water Installation Charge	Actual Costs
43.10	Water Access Charge	\$1,000.00 \$1,500.00 per UAC unit
43.13	Temporary or Hydrant Meter Deposits Temporary or Hydrant Meter Water Rates	\$200.00 (all meter sizes) \$10.00 per 1,000 gallons – plus Sales and Transit Taxes

[∞] A STATE SURCHARGE OF \$1.00 IS DUE IN ADDITION TO THE FEES

* A STATE SURCHARGE IS DUE IN ADDITION TO THE FEES

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B**

WAITE PARK SCHEDULE OF FEE CHARGES

12/18/17 Proposed

Ordinance	Title	Fee
		as applicable
43.15	Water Meter Charge	Double the cost of meter
43.16	Water Rates	
	Minimum 9,000 Gallons per Quarter	\$57.33 <u>\$59.58</u> per quarter
	More than 9,000 Gallons per Quarter	\$6.37 <u>\$6.62</u> for each additional 1,000 gal. over 9,000 gal.
43.17	Water Payment Late Fees	
	Reconnection Fee	\$60.00 plus Sales <u>and Transit Taxes</u> for commercial and/or industrial accounts
	Penalty Fee	15 percent
44.2	Sanitary Sewer Rates	
	Minimum 9,000 Gallons per Quarter	\$63.27 <u>\$65.16</u> per quarter
	More than 9,000 Gallons per Quarter	\$7.03 <u>\$7.24</u> for each additional 1,000 gal. over 9,000 gal.
44.3	Sanitary Sewer Access Charge	\$1,000.00 <u>\$1,500.00</u> per UAC unit
44.4	Sanitary Sewer Payment Late Fees	
	Non-payment Fee	\$60.00
	Penalty Fee	15 percent
45.3.2	Private Sewer Permit and Inspection	\$100.00
45.10.2	IDP Application Fee	\$100.00
45.10.11.A.	IDP Permit Fee	\$200 per year per permit
45.10.11.B.	IDP Permit Fee	\$300 per year per permit
45.10.11.C.	IDP Permit Fee	\$400 per year per permit
45.10.11.D.	IDP Application & Reissuance Fee	\$100.00
45.10.12.A.	IDP Discharge Violation Fee	\$100.00
45.10.12.B.	IDP Late IDMR Report Fee	\$100.00
STORMWATER MANAGEMENT		
	Erosion Control Permit:	
46.8	Land Disturbance Area:	
	5,000 Square Feet to One Acre	\$100.00
	One Acre to Five Acres	\$200.00
	Five Acres and Above	\$300.00
46.9	Investigative Fee	Equal to amount of permit fee
46.10	Stormwater Utility Fee	\$2.00 per month
ILLICIT DISCHARGE		

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B**

WAITE PARK SCHEDULE OF FEE CHARGES

12/18/17 Proposed

Ordinance	Title	Fee
48.5.5	Illicit Discharge (Storm Water) Penalty	\$100.00
PLUMBING PERMITS		
50.5.1	Residential	
	Residential - New	\$100.00 [†]
	Residential - Alterations	\$50.00 [†]
	Water Conditioner	\$35.00 [†]
	Additional Inspections/No Listed Fee (Minimum Charge - one-half hour)	\$60.00 per hour
	Inspections Outside of Normal Business Hours (Minimum Charge - two hours)	\$60.00 per hour
	Investigation Fee (working without a permit)	Equal to amount of permit fee less surcharge
	Commercial	
	Contract Valuation - \$2,500 or Less	\$50.00*
	Contract Valuation - \$2,501 through \$10,000	2% of contract valuation*
	Contract Valuation - \$10,001 or More	\$200.00 plus 1.5% of contract value over \$10,000*
	Additional Inspections/No Listed Fee (Minimum Charge - one-half hour)	\$60.00 per hour
	Inspections Outside of Normal Business Hours (Minimum Charge - two hours)	\$60.00 per hour
	Investigation Fee (working without a permit)	Equal to amount of permit fee less surcharge
	Plan Review Fee	65% of permit fee
BUILDING PERMITS		
50.5.1	Building Permit Fees	Based on Valuation
	\$1.00 to \$500.00	\$17.00*
	\$501.00 to \$2,000.00	\$17.00 for 1 st \$500.00 + \$2.25 for each additional \$100.00 or fraction thereof, to & including \$2,000.00*

[†] A STATE SURCHARGE OF \$1.00 IS DUE IN ADDITION TO THE FEES

* A STATE SURCHARGE IS DUE IN ADDITION TO THE FEES

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B
WAITE PARK SCHEDULE OF FEE CHARGES**

12/18/17 Proposed

Ordinance	Title	Fee
	\$2,001.00 to \$25,000.00	\$50.75 for 1 st \$2,000.00 + \$10.20 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00*
	\$25,001.00 to \$50,000.00	\$285.35 for 1 st \$25,000.00 + \$7.35 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00*
	\$50,001.00 to \$100,000.00	\$469.10 for 1 st \$50,000.00 + \$5.10 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00*
	\$100,001.00 to \$500,000.00	\$724.10 for 1 st \$100,000.00 + \$4.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00*
	\$500,001.00 to \$1,000,000.00	\$2,324.10 for 1 st \$500,000.00 + \$3.40 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00*
	\$1,000,001.00 and Up	\$4,024.10 for 1 st \$1,000,000.00 + \$2.25 for each additional \$1,000.00 or fraction thereof*
	Other Permit Inspections and Fees	
	Inspections Outside of Normal Business Hours (Minimum Charge - two hours)	\$60.00 per hour
	Additional Inspections/No Listed Fee (Minimum Charge - one-half hour)	\$60.00 per hour
	Investigation Fee (working without a permit)	Equal to total permit fee less surcharge
	Residential Residing, Roofs, Windows, Demolition, and Moving a House Outside City Limits	\$70.00
	Additional Plan Review Required by Changes, Additions or Revisions to Approved Plans (one-half hour minimum)	\$60.00 per hour

* A STATE SURCHARGE IS DUE IN ADDITION TO THE FEES

• A STATE SURCHARGE OF \$1.00 IS DUE IN ADDITION TO THE FEES

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B**

WAITE PARK SCHEDULE OF FEE CHARGES

12/18/17 Proposed

Ordinance	Title	Fee
50.5.2	Building Permit Surcharge	SEE STATE LAW
50.5.5	Plan Review	65% of Building Permit Fee
50.5.6	Special Inspection Fee	See Other Permit Insp./Fees
ELECTRICAL		
51.7	Electrical Inspection	Per State Electrical Code
51.8	Electrical Affidavits	Per State Electrical Code
	NOTE: The Building Official may authorize refunding of not more than 80% of the permit fee paid when no work has been done under a permit issued in accordance with the code. The Building Official may authorize refunding of 100% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done. The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment. This applies to all building type permits.	
PLANNING AND ZONING – Note: Plus Additional Applicable Costs Incurred by City per Proposal		
52.31.2	Domestic Pet Care Center	See 91.9
52.35	PUD Application	\$600.00
52.42.3	Driveway Permit	\$50.00
52.49.05	Fence Permit	
	Residential	\$35.00
	Commercial	\$50.00
52.51.01	Variance Request Requiring Public Hearing	
	Regular Meeting	\$450.00
	Special Meeting	\$550.00
52.51.02	Conditional Use Permit Application	
	Regular Meeting	\$450.00
	Special Meeting	\$550.00
52.51.03	Interim Use Permits	
	Regular Meeting	\$450.00
	Special Meeting	\$550.00
52.51.04	Rezoning and Zoning Amendment Petition	\$450.00
SIGNS		
53.7	Sign Permits	Based on Valuation
	\$1.00 to \$500.00	\$17.00*
	\$501.00 to \$2,000.00	\$17.00 for 1 st \$500.00 + \$2.25 for each additional

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B**

WAITE PARK SCHEDULE OF FEE CHARGES

12/18/17 Proposed

Ordinance	Title	Fee
		\$100.00 or fraction thereof, to & including \$2,000.00*
	\$2,001.00 to \$25,000.00	\$50.75 for 1 st \$2,000.00 + \$10.20 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00*
	\$25,001.00 to \$50,000.00	\$285.35 for 1 st \$25,000.00 + \$7.35 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00*
	\$50,001.00 to \$100,000.00	\$469.10 for 1 st \$50,000.00 + \$5.10 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00*
	\$100,001.00 to \$500,000.00	\$724.10 for 1 st \$100,000.00 + \$4.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00*
	\$500,001.00 to \$1,000,000.00	\$2,324.10 for 1 st \$500,000.00 + \$3.40 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00*
	\$1,000,001.00 and Up	\$4,024.10 for 1 st \$1,000,000.00 + \$2.25 for each additional \$1,000.00 or fraction thereof*
53.9	Temporary Sign Permit (<i>maximum 8 weeks per calendar year</i>)	\$30.00 per permit for contiguous days - each permit extension or new permit request is an additional \$30
53.20.11	Off-Premise Signs – Annual License	\$200.00
SUBDIVISION FEES		

* A STATE SURCHARGE IS DUE IN ADDITION TO THE FEES

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B
WAITE PARK SCHEDULE OF FEE CHARGES**

12/18/17 Proposed

Ordinance	Title	Fee
58.2.16	Common Interest Community (CIC)	\$400.00 + \$10 per lot (\$700 maximum)
58.3.2	Minor/Administrative Subdivision/Consolidation	\$150.00 plus actual costs
58.3.3	Subdivision Plat	\$400 + \$10 per lot (\$700 maximum)
58.4.1	Public Land Dedication	
	Single-family	1,072 sf. or \$836 per lot
	Multi-family	876 sf. or \$683 per unit
	Commercial/Industrial	5%
	<i>Note: Also see last page of schedule for miscellaneous fees for maps, comprehensive plan, ordinance books, etc.</i>	
FALSE ALARMS		
59.3	False Alarm Penalty	
	Police Department	\$50.00
	Fire Department	\$500.00
PARKING		
61.14	Disability Parking Fine	Per State Statute
61.16.2	Parking Fines	
	Parking Violation (all)	\$10.00
	<u>Additional Late Fees for Delinquency:</u>	
	After 7 Days - Additional Amount Due	\$50.00
	After 14 Days - Additional Amount Due	\$75.00
	After 21 Days - Unpaid Fines Certified for Revenue Recapture - Additional Amount Due	\$100.00
	OR	
	After 21 Days - Criminal Citation Issued (When Applicable) - Additional Amount Due	\$300.00
LIQUOR FEES AND PENALTIES		
70.5	Liability Insurance	Per State Statute
70.6.2	Alcoholic Beverages License Fees	
	On-Sale Liquor	\$2,800.00 (pro rate per qtr.)
	Off-Sale Liquor	\$100.00
	Club On-Sale Liquor	\$100.00
	On-Sale Sunday Liquor	\$200.00
	On-Sale Brew Pub	\$500.00
	Off-Sale Brew Pub	\$100.00
	Brewer Taproom	\$150.00
	Small Brewer Off-Sale	\$100.00
	Microdistillery Off-Sale	\$100.00
	Cocktail Room	\$150.00
	3.2 Percent Malt Liquor Licenses	

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B**

WAITE PARK SCHEDULE OF FEE CHARGES

12/18/17 Proposed

Ordinance	Title	Fee
	On-Sale	\$100.00
	Off-Sale	\$50.00
	Temporary License Fee (Non-profit Organization)	\$100.00
	Wine License	\$200.00
70.7.1	Alcoholic Beverages Liquor License Investigation Fee	
	In-State	\$500.00 (maximum)
	Out-of-State	\$5,000.00 (maximum)
70.17.7	Special Liquor Permit	\$100.00
70.19.1	Underage Consumption	\$100.00
70.22	Alcoholic Beverages - Civil Penalties	
	1st Offense	\$500.00 plus costs incurred
	2nd Offense within twelve months	\$1,000.00 plus costs incurred
	3rd Offense within twenty-four months	15-day suspension plus costs incurred
MISCELLANEOUS LICENSES, FEES AND PENALTIES		
73.1	Gambling License (Includes Investigation Fee)	\$180.00 (maximum)
73.4	Gambling Donation	10% of net profits
74.3.4	Transient Merchant/Peddler's Application	\$60.00
74.3.4	Peddler's License (7-day)	\$30.00
	Peddler's License (30-day)	\$120.00
	Transient Merchant License	\$100.00
75.21.1	Pawnbroker License Fee	\$1,000.00
	Precious Metals Dealer License Fee (for annual sales of 10% or more)	\$1,000.00
	Secondhand Goods Dealer License Fee	\$1,000.00
75.21.4	Pawnbroker Investigation Fee	\$1,000.00 (maximum)
	Precious Metals Dealer Investigation Fee	\$1,000.00 (maximum)
	Secondhand Goods Dealer Investigation Fee	\$1,000.00 (maximum)
75.26.1	Pawnbroker Bond	\$5,000.00
	Precious Metals Dealer Bond	\$5,000.00
	Secondhand Goods Dealer Bond	\$5,000.00
76.3.1	Tobacco License Application (Includes Investigation Fee)	\$180.00 (maximum)
76.3.5	Tobacco License/Renewal	\$60.00
76.11	Tobacco Penalties	
	<u>Licensees:</u>	
	1 st Violation	\$100.00
	2 nd Violation within 12 Months	\$200.00
	3 rd Violation within 12 Months	Revocation
	Others	\$50.00
	Minors	\$75.00
77.5.3	<u>Therapeutic Massage Enterprise Application & Investigation Fee – Non-refundable (In-State - per person)</u>	<u>\$75.00</u>

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B**

WAITE PARK SCHEDULE OF FEE CHARGES

12/18/17 Proposed

Ordinance	Title	Fee
	Therapeutic Massage Enterprise Application & Investigation Fee – Non-refundable (Out-State - per person)	\$100.00 <u>\$110.00</u>
	Therapeutic Massage Enterprise Renewal Application & Investigation Fee – Non-refundable (per person)	\$75.00
	Therapeutic Massage Enterprise License	\$100.00
	Massage Therapist Application & Investigation Fee – Non-refundable (In-State)	\$60.00 <u>\$75.00</u>
	Massage Therapist Application & Investigation Fee – Non-refundable (Out-State)	\$100.00 <u>\$110.00</u>
	Massage Therapist License	\$60.00
78.15.1	Sexually Oriented Business Application Fee	\$750.00 per year
	Sexually Oriented Business Investigation Fee	\$2,000.00 per year (maximum)
78.15.3	Sexually Oriented Business Employee License	\$75.00 per year
80.2	Hotel Tax	3%
81.5	Refuse/Recycling - Penalties	\$150.00 and/or termination of service
82.14	Public Health and Sanitation - Penalty	\$500.00
90.15	Public Nuisances - excessive consumption services	\$250.00 + \$100 add'l insp.
91.4.	Animal License Fee	\$10.00
	Penalty	\$20.00
	Special Circumstances License	\$10.00 per Animal
	Penalty	\$20.00 per Animal
91.7	Replacement Tag	\$5.00 plus Sales <u>and Transit Taxes</u>
91.9	Domestic Pet Care Center -Kennel License (Commercial Type)	\$100.00
91.14.5	Appeal Hearing Filing Fee (Potential Dangerous Animal)	\$300.00
91.15.4	Dangerous Animal Registration	\$75.00
	Appeal Hearing Filing Fee (Dangerous Animal)	\$300.00
91.16	Animal Nuisance	\$100.00
91.17	Euthanasia and Disposal Fee	Actual Costs
91.18	Animal Running at Large	\$60.00
	Animal Call-Out Fee	\$125.00
	Impound Pickup Fee	Actual Costs
	Impound Boarding – up to 10 days	
	Per Dog, Cat or Other per Cage	Actual Costs
92.3	Weed Inspection	\$30.00

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B**

WAITE PARK SCHEDULE OF FEE CHARGES

12/18/17 Proposed

Ordinance	Title	Fee
	Weed Cutting	Actual Contractual Costs
	Administrative Fee	\$30.00 <u>\$35.00</u>
93.7.3	Diseased Tree Abatement	Actual Cost + \$30.00 <u>\$35.00</u> Administrative Fee
FIREWORKS PERMIT FEES		
95.9	Fireworks – Indoor Sales	\$100.00
	Fireworks – Outdoor Sales	\$350.00
	Display/Show Permit	\$150.00 + fees for equipment & personnel
CURFEW		
97.7	Curfew	Per State Statute
RENTAL FEES		
100.4.2	Initial Application and Inspection Fee	\$60.00
100.4.3	Rental Dwelling License Fee	
	One through Two Rental Units	\$50.00 per rental unit
	Three or More Units	\$100 plus \$15.00 per rental unit
	Delinquency Penalty	\$30 Late Fee will be assessed if registration is received after the due date of March 31 of each year
	Rental Fee Reductions:	
	1. 50% reduction subject to documentation of Certification in Crime Free Housing Program.	
	2. 100% reduction for Senior Housing subject to Documentation of Certification in Crime Free Housing Program and building is certified to be totally senior housing (age 55 and over). Determination of such must be submitted at time of registration.	
	Additional Inspections/No Listed Fee (Minimum Charge - one hour)	\$60.00 per hour (one hour minimum)
100.9	Civil Penalty	\$1,000 maximum
100.12	Criminal Background Checks	
	Background Checks	\$15.00
	Crime Free Members Background Checks	
	0-10 People	Free
	11-50 People	\$5.00 per person
	51 or more People	\$8.00 per person
FIRE CODE		
101	Fire Alarm Installation Permit	1.2% of Contract or \$40.00, whichever is greater*

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B**

WAITE PARK SCHEDULE OF FEE CHARGES

12/18/17 Proposed

Ordinance	Title	Fee
	Fire Protection System Installation Permit (Except Fire Sprinkler System)	1.2% of Contract or \$40.00, whichever is greater*
	Fire Sprinkler System Inspection Fee	\$100.00
	Tank Installation Permit	1.2% of Contract or \$40.00, whichever is greater*
	Tank Abatement Permit	1.2% of contract or \$40.00, whichever is greater*
	Fire Inspection for Licensure - Day Care/Foster Care	\$50 per inspection
	Plan Review for Above Fire/Tank Permits	65% of Permit Fee
101.6	Fire Code Violations - Penalties	Per State Statute
<u>105</u>	<u>Hotel/Motel/Lodging Establishment Application & Investigation Fee – Non-refundable (In-State – per person)</u>	<u>\$75.00</u>
	<u>Hotel/Motel/Lodging Establishment Application & Investigation Fee – Non-refundable (Out-State – per person)</u>	<u>\$110.00</u>
	<u>Hotel/Motel/Lodging Establishment Renewal Application & Investigative Fee – Non-refundable (per person)</u>	<u>\$75.00</u>
	<u>Hotel/Motel/Lodging Establishment License</u>	<u>\$100.00</u>
	<u>General Manager Investigative Fee – Non-refundable (In-State-per person)</u>	<u>\$60.00</u>
	<u>General Manager Investigative Fee – Non-refundable (Out-State-per person)</u>	<u>\$90.00</u>
TATTOO ESTABLISHMENT – Ordinance Repealed on 9/13/10		
ADDITIONAL CITY FEES		
	Chargeable Fire Department Fees:	
	For each Fire Truck Used (\$125.00 minimum)	\$125.00/hour/truck
	For each 1,000 Gallons of Water Used (\$50.00 minimum) for Transport of Water	\$50.00/1,000 gallons
	Fire Chief Fee (1 hour minimum)	\$26.00/hour
	Fire Marshal Fee (2 hour minimum)	\$60.00/hour
	Fire Fighter Fee (1 hour minimum)	\$25.00/fighter/hour
	<u>Fire Watch</u>	<u>\$75.00/hour for up to two firefighters</u> <u>\$25.00/hour for each additional firefighter</u>
	Miscellaneous Fees	

* A STATE SURCHARGE IS DUE IN ADDITION TO THE FEES

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B**

WAITE PARK SCHEDULE OF FEE CHARGES

12/18/17 Proposed

Ordinance	Title	Fee
	TIF , Tax Abatement, or IR Bond Applications	\$1,000.00
	Certificate of Assessment	\$30.00
	Administrative Fee	\$35.00
	Copies/Fax	\$.25 per page maximum plus Sales <u>and Transit Taxes</u> - subject to Data Practices Act and/or Freedom of Information Act
	35 mm Photos	\$3.00 each (must take entire roll)
	Digital Photographs	\$3.00 per page (max of 9 per page)
	Audio/Video Tape, CD's, DVD's (Copies)	\$25.00 each plus Sales <u>and Transit Taxes</u> when applicable
	Forfeiture/Loan Workout Agreement Admin. Fee	\$150.00
	Impounded Vehicle Storage Fee - (In house/on site)	\$10.00/day (Excluding day of impound) \$500 Maximum
	Firearms Storage Fee	\$35.00
	Fire/Police Report	\$0.25 per page plus Sales <u>and Transit Taxes</u> when applicable
	Accident Report	\$0.25 per page plus Sales <u>and Transit Taxes</u> when applicable
	Fingerprint Requests	\$15.00 per person
	Replacement of Recycling Bin	Actual purchase cost from vendor plus Sales <u>and Transit Taxes</u>
	Replacement of Refuse Container (on wheels)	Actual purchase cost from vendor plus Sales <u>and Transit Taxes</u>
	Yard Waste Permit	\$10.00
	Replacement of Yard Waste Card	\$10.00
	Yard Waste Permit Renewal	\$5.00
	<u>Water Salesman Card</u>	<u>\$5.00</u>
	<u>60 Gallons – Minimum Charge</u>	<u>\$1.00</u>
	<u>300 Gallons</u>	<u>\$5.00</u>
	<u>600 Gallons</u>	<u>\$10.00</u>
	<u>1,200 Gallons</u>	<u>\$20.00</u>
	PD Special Event Pay	\$57.00/hour
	Planning & Zoning	
	Maps	

**ORDINANCE 2017-
CITY OF WAITE PARK
APPENDIX B**

WAITE PARK SCHEDULE OF FEE CHARGES

12/18/17 Proposed

Ordinance	Title	Fee
	Zoning	\$25.00 (maximum) plus Sales and Transit Taxes
	Regular	\$25.00 (maximum) plus Sales and Transit Taxes
	Plat	\$25.00 (maximum) plus Sales and Transit Taxes
	Zoning Certification	\$60.00 per hour (1 hour minimum)
	Comprehensive Plan	\$50.00
	Comprehensive Plan/Map Amendment Proposal	\$250.00
	Ordinance Book Book No. 1	\$90.00
	Zoning Ordinance Only Book No. 2	\$60.00
	Annexation Fee	\$400 plus actual costs
	Vacations (street, alley, utility - not part of a plat)	\$400 plus actual costs
	City Hall Rental	
	Lower level	\$25.00 for the first hour and \$10.00 each additional hour - (Sales and Transit Taxes not due because of non-recreational use) - maximum of \$110 per rental - plus \$100 deposit per rental

This amendment is adopted the 18th day of December, 2017 and shall be effective upon publication.

CITY OF WAITE PARK

By _____
Richard E. Miller
Its Mayor

By _____
Shaunna Johnson
Its Administrator-Clerk-Treasurer

This Ordinance was published on _____, 2017.

**ORDINANCE 2017-
CITY OF WAITE PARK
SUMMARY PUBLICATION
AMENDMENT OF APPENDIX B
WAITE PARK SCHEDULE OF FEES CHARGES**

The City Council for the City of Waite Park, HEREBY ORDAINS:

That the City Council has approved revisions to Appendix B, Waite Park Schedule of Fee Charges. This amendment details the revised fee schedule. The full text of Appendix B is available for inspection by any person during regular office hours at the office of the Waite Park Administrator-Clerk-Treasurer.

This amendment shall become effective upon adoption and publication.

This amendment was approved by the majority of the City Council of Waite Park on this 18th day of December, 2017.

CITY OF WAITE PARK

By _____
Richard E. Miller
Its Mayor

By _____
Shaunna Johnson
Its Administrator-Clerk-Treasurer

This summary publication was published on _____, 2017.

Agenda Item No. 4

Issue: CUP and Rezoning Stantec on behalf of Held Limited Partnership, Bel Clare Estates Inc. and Jeff and Stacy M. Blonigen-Vicinity of County Road 137 and Bel Clare Drive

BACKGROUND:

BACKGROUND

This request has been submitted by Phil Carlson, working on behalf of Stantec, Inc . representing Held Limited Partnership, Bel Clare Estates Inc., and Jeff & Stacy M. Blonigen, for rezoning of portion of Held Limited Partnership parcel from BP/C-2, I-94/TH 23 Entrance Corridor Business Park/Commercial District, to A-1, Agriculture/Rural Residential District, and for Conditional Use Permit to allow for a 5 MW standalone solar array facility in an A-1. Agriculture/Rural Residential District. The proposed facility would be located in several locations, as outlined on the attached site plan documents, spread across the three properties, for a total output limited to 5MW per Xcel community solar facility requirements.

Conditional Use Permit

Per the A-1, Agricultural/Rural Residential District standards, staff has made the previous determination that standalone solar arrays are considered a conditional use within the district, under the broader classification of “essential services, governmental and public utility buildings and structures”. The Planning Commission previously reviewed a proposal to establish a moratorium on additional conditional use permits for solar and wind facilities to allow for review and updating of the ordinances to keep with the current market demands for renewable energy, with the notation that the request would not be forwarded to the City Council for their review and approval until the expected updated Held project was submitted. Now that the project is under consideration, the moratorium request will be forwarded to the City Council at the next available meeting.

As you may recall, the Planning Commission reviewed an initial request for rezoning of just the Held property in March of 2017, which was recommended for denial by staff at the time and upheld by the Planning Commission recommendation to the City Council, due to concerns with the ultimate placement of the solar facility the rezoning was to accommodate near the established Highway 23 corridor. The applicant opted to withdraw the request from City Council consideration and instead focus on redesigning the layout.

In the time since, the applicants have worked with City staff on cursory review and input for a redesigned facility that staff would be more supportive of. The submitted plan is the culmination of these efforts. Instead of focusing the facility on a single parcel, the solar sites have been scattered across several parcels owned by the Held family, Bel Clare Estates, and Jeff & Stacy Blonigen.

The locations on the Held properties have been focused on low-lying wetland areas where possible to alleviate concerns with utilization of more readily-developable areas in the future while the solar facilities are still in place during their planned 25-year lease term. Staff is

supportive of the locations as described and feel they achieve a better utilization of the area and limit the concern with the use of planned “higher use” areas closer to Highway 23. The location of the previous proposed site, solely upon the Held property at that time, is enclosed for reference within the supplied documentation and narrative. The narrative information is being supplied in its entirety to ensure that Planning Commission members have the opportunity to review all pertinent information. While numerous portions of the solar arrays are on upland areas, these are in areas not guided or anticipated for long-term commercial/retail growth and are less of a concern for staff.

With the scaling-back of the portion to be located on the Held property, other locations were identified closer to County Road 137 and on the Blonigen property to the south. These areas, being zoned currently A-1, Ag/Rural Residential and not intended for the potential nearer-term growth along Highway 23 that may be possible, are less of a concern and would have little impact on the viewshed of those entering the community from Interstate 94. With the relocation of the Held parcel component, the viewshed from Highway 23 is nominally impacted, to the point where staff does not believe landscaping/screening would be necessary. The wetland impacts have already been reviewed and approved by Stearns County, and setbacks to higher-quality wetland areas will be maintained through the construction.

The site access for the facility, required for construction and periodic maintenance, is located off of Bel Clare Drive, approximately 450 feet to the east of the intersection with Highway 23. The access roads would be gravel and, after construction, only utilized periodically for maintenance or emergencies. A secondary site access would also be located along County Road 137 for the eastern area parcels located on the Bel Clare property.

The array locations are not located immediately nearby to any residences, with the exception of the arrays on the Bel Clare property which are located about 800 feet from the nearest home at Bel Clare Estates and which is under common ownership of the property, and with tree cover in between. The applicants have submitted a listing and descriptions of neighboring properties for review and consideration.

The arrays themselves would be limited to 10 foot height, and would be south-oriented. A total of 23,400 panels are proposed. While the facility would be capable of an output of 7.5 MW at maximum, the output is limited to 5MW through the interconnection equipment and the facility is purposefully oversized to account for reduced sunlight during winter and poor weather. Unlike the previous solar facility requests, some of the proposed array may be of a “tracker” variety, in which electric motors are utilized to allow the panels to follow the sun over the course of the day to maximize output.

The specific locations and numbers of the tracking vs. static panels has not been determined and staff does not feel it is necessary for adequate review of the request. As with previous similar requests, security perimeter fencing at six-foot height is proposed, and vegetation below and around the panel systems would be established to ensure soil stabilization and help fulfill storm water management requirements.

As with other recent projects, the proposed solar array is intended to serve as a “community solar garden” as per an Xcel Energy program approved and supported by the State of Minnesota to provide for renewable energy supplies. The intent of such community solar garden is to offer subscription-based solar power options to homes and businesses which are unable to install solar facilities upon their own property. The properties would continue to be owned by the current property owners, with a lease to the solar group for a term of 25 years. The intent would be to remove the solar components and all associated equipment at the end of the 25 year period.

The proposed layout is subject to engineering and final Xcel program approval and may change slightly prior to construction, but would be subject to review/approval by both City of Waite Park and the Sauk River Watershed due to its proximity to the Sauk River. As outlined earlier, the applicants have already submitted details regarding wetland determination request to Stearns County staff. City staff would require that all applicable wetland determinations are complete and any conditions complied with prior to issuance of any building permits for the project.

It is anticipated that site construction activities would commence in 2018. Staff has found that the process of navigating the required Xcel agreements and review process (done between the solar facilities and Xcel) can be more time-consuming than expected.

An aspect of renewable energy projects (solar/wind) that has come to staff’s attention recently is that of the local government/permitting authority requiring an escrow account or bond that can be drawn upon in the event that decommissioning at the end of their lease term does not occur as planned. The intent is to ensure that the local government has enough funds to draw on to cover the costs of decommissioning and removing the system if the end owners of the project and/or property owners essentially “walk away” from the project for some reason and do not want to undertake the decommissioning as required.

Given the long timeframes involved with these projects, staff believes that it is a reasonable safeguard to put into place, as there are always unforeseen aspects which, while highly unlikely, could come to pass and lead to abandonment of the facility.

After discussion of the surety bond requirements at the Planning Commission meeting, the Planning Commission recommended requiring a surety bond in the amount of \$125,000 as a condition of approval for the project. The applicant noted that they do not have a concern with this and that this amount is a common requirement for projects of this size.

Rezoning

Part of the concern with the previous request and configuration of the site was the issue of the current zoning of the Held parcel, which as a commercial zone does not allow for the solar arrays. Staff and city officials have previously expressed discomfort with rezoning the entirety of the property to accommodate the request, which could potentially lead to future land use concerns for the remainder of the parcel. In working through the request, it was identified that that under the updated proposal an administrative lot split could be performed on the portion of the Held property where the solar site is to be located, which would parcel off that area for rezoning to A-1, Agricultural/Rural Residential and allow the remainder area (primarily along

the Highway 23 frontage to be maintained as commercial, with adequate area for possible long-term development possibilities.

An aerial map of the parcel proposed to be rezoned to A-1, Ag/Rural Residential, as well as a copy of the certificate of survey for the administrative lot split is attached. Depicted Tract A (highlighted in yellow on the attached survey copy) would be rezoned to A-1, Agricultural/Rural Residential, from the current BP/C-2, I-94/TH 23 Entrance Corridor Business Park/Commercial District. Staff has reviewed the proposal and has found that it meets the criteria for a lot split, which can be performed administratively. Given that solar facilities are not considered structures for occupancy, the project does not trigger a need to plat the properties, and the administrative subdivision is sufficient to accommodate the rezoning of the necessary area.

Given that the approval for the rezoning and the Conditional Use Permit have not been obtained, the administrative lot split has not been processed, although it has been submitted with the appropriate application. The notification of the rezoning served as part of the request is sufficient to fulfill the public notice requirement, as the actual area to be rezoned is only a portion of the entire Held parcel. Upon an approval of the request, the administrative subdivision would be processed and recorded, with the rezoning documentation utilizing the updated legal description.

Staff Recommendation

Staff is supportive of the proposal as-configured, and recommends approval of both the Conditional Use Permit and Rezoning components of the request.

The Planning Commission reviewed the request at their December 12th, 2017 meeting and recommended approval of the request, with the added condition of requirement of surety bond in the amount of \$125,000. Two members of the public were in attendance at the meeting and asked several questions regarding the project but did not voice any opposition for it.

REQUIRED ACTION

The City Council's action could be any of the following regarding the Conditional Use Permit and Rezoning:

1. Approval of the Conditional Use Permit and/or Rezoning as presented.
2. Approval of the Conditional Use Permit with modified or additional conditions (this would not apply to the rezoning).
3. Denial of the Conditional Use Permit and/or rezoning, with findings of fact.
4. The City Council may, at its discretion and with the approval of the applicant, table the matter pending further information from the applicant that will help it render a decision. An extension of the 60-day request review period as noted by State Statutes may be required.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning of portion of Held Limited Partnership property (described as "Tract A" on accompanying Certificate of Survey for administrative subdivision) to A-1, Agricultural/Rural Residential as requested.

Staff recommends approval of the Conditional Use Permit to allow a 5 MW solar array in an A-1, Agricultural/Rural Residential District with the following conditions:

1. Site layout shall adhere to proposed configuration submitted unless specific approval is provided by City of Waite Park. Major modifications may require review by Planning Commission and City Council.
2. All necessary building, land disturbance, and electrical permits shall be obtained prior to project commencement.
3. Approval of Sauk River Watershed District for finalized project configuration shall be submitted at time of building permit application.
4. All approvals of wetland delineations and applicable determinations must be submitted prior to issuance of any building permits.

STAFF RECOMMENDATION *(cont'd.)*

5. The project shall be decommissioned and the site returned to pre-construction conditions by end of 2044.
6. A surety bond shall be provided to the City of Waite Park for the duration of the project in the amount of \$125,000.

SUGGESTED MOTION

Councilmember _____ moved to **approve** or **deny** the Conditional Use Permit and Rezoning, with the following additional conditions (applicable to Conditional Use Permit only): _____

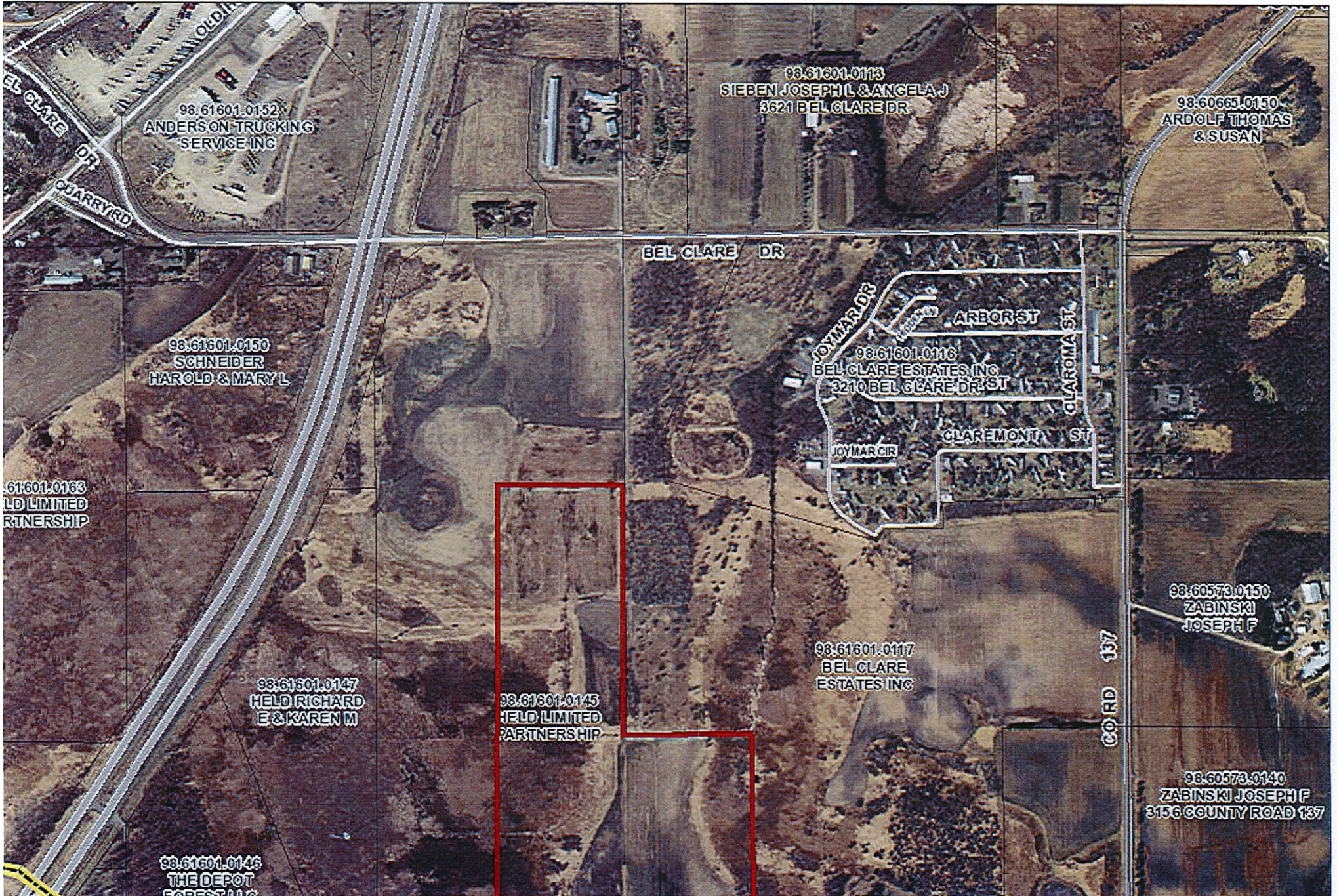
Councilmember _____ seconded the motion.

ROLL CALL

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

Motion (Approved) (Denied)

Area Proposed for Rezoning to A-1, Ag/Rural Residential - Held Parcel



APPLICATION FOR REZONING REQUEST

CITY OF WAITE PARK

19 13TH Avenue North

Waite Park, MN 56387

PHONE: 320-656-8936

FAX: 320-252-6955

Fee \$ _____
Paid _____
Receipt # _____
Date _____

NAME: Phil Coulson, Stantec

PHONE: 651-967-4555

ADDRESS: 2335 Hwy 36 West, St. Paul MN 55113

We, the undersigned, hereby make the following application to the City Council and Planning Commission of Waite Park, Minnesota. Applicant's have the responsibility of checking all applicable ordinances pertaining to their application and complying with all ordinance requirements.

- Application is hereby made for rezoning certain properties from: BP/CZ (zoning classification)
To: A1/RR (zoning classification) PRM-25
- Legal description of land affected by the application, including acreage or square footage of land involved and street address, if any: See attached
- Name, address and phone number of present owner of above described land: Richard Held - Held Ltd. Partnership, see attached; 2 Bel Clave Estates
- Is the rezoning request consistent with the City of Waite Park's Comprehensive Plan?
 Yes
 No
If No, an amendment to the Comprehensive Plan must be approved prior to this request.
- Will the rezoning of this parcel(s) result in spot zoning? Yes No
Explain: _____
- Persons, firms, corporations, etc. other than applicant and present owner who may or will be interested in above described land or proposed improvements within one year of permit issuance:
see attached
- Attach additional material submission requirements as indicated including but not limited to a map illustrating the area in question.

Applicant Signature [Signature]
Owner Signature _____

Date 11.22.17
Date _____

FOR OFFICE USE ONLY			
Date Submitted _____	Date Complete _____	Date of Public Hearing _____	Publication Date _____
Planning Commission Recommendation (Circle One):	Approval _____	Denial _____	Date of Action _____
Date Applicant/Property Owner notified of Planning Commission Recommendation: _____			
City Council Action (Circle One):	Approval _____	Denial _____	Date of Action _____
Date Applicant/Property Owner notified of City Council Action: _____			
Date filed with Stearns County Recorder's Office: _____			

5 Megawatt Solar Garden, Waite Park, MN

5MW Megawatt Solar Garden, Waite Park

A Novel-OYA Project

Rezoning Application

Introduction



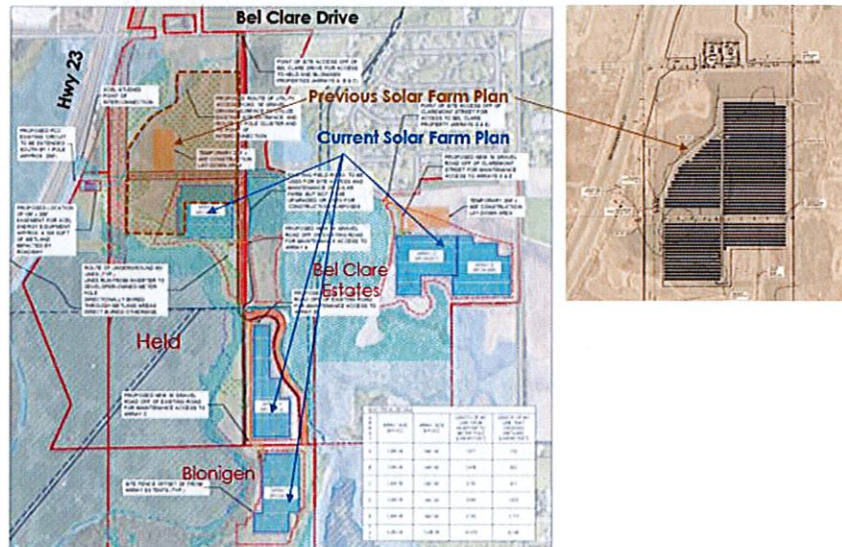
OYA Solar is working with local property owners and St. Cloud area partners to bring the benefits of renewable energy to the City of Waite Park and the surrounding area. The proposed project is a 5MW solar farm, located south of Bel Clare Drive near Highway 23.

The proposed solar garden will keep development options open in the Hwy 23 corridor for the City, surrounding property owners and businesses, while bringing alternative energy to the community. The project represents a "win-win-win" by:

- Creating a unique renewable energy project to the area
- Allowing the property to be developed with a reasonable use
- Preserving future development options at Bel Clare Drive in the Hwy 23 corridor

This project is a revised proposal of the project submitted previously on the Richard Held property. This submittal moves the solar arrays significantly further away from Highway 23 and Bel Clare Drive, as illustrated to the right, including property owned by Bel Clare Estates and Jeff and Mary Blonigen. By doing so we hope to make the project more attractive to the City while still providing a viable community solar garden project.

Comparison with Previous Novel-OYA Project



Rezoning Request Application Items

This narrative follows the items on the City's *Application for Rezoning Request* form.

Application submitted by:

Name: Phil Carlson, AICP, Stantec Consulting Services Inc.
 On behalf of Novel-OYA Seven LLP and the underlying property owners

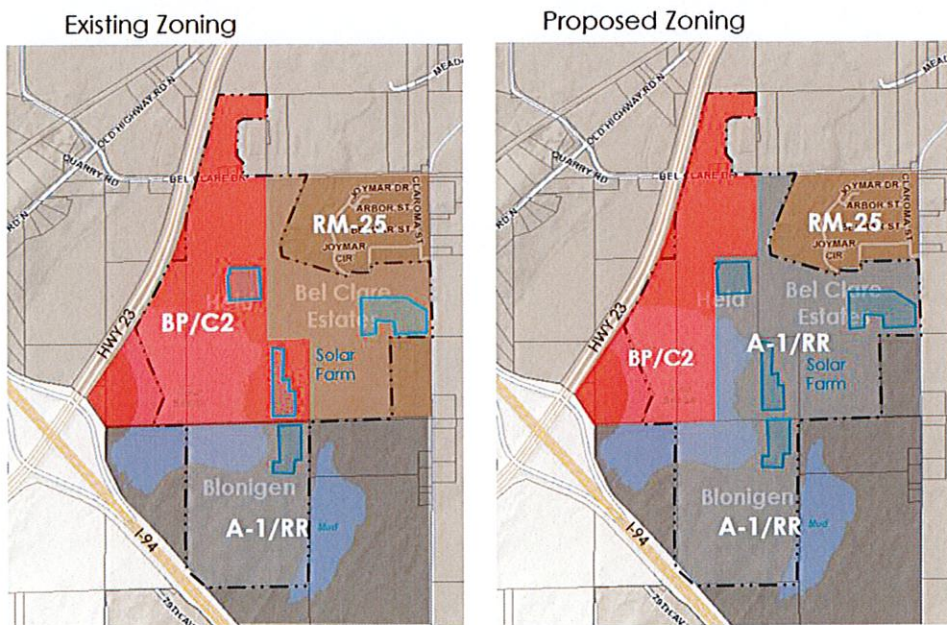
Address: 2335 Highway 36 West, St. Paul MN 55113

Phone: 651-967-4555

1. Application is hereby made for rezoning certain properties from I-94/TH 23 Entrance Corridor Business Park/Commercial (BP/C-2) to A-1 Agricultural/Rural Residential and from High Density Multiple Family Residential (RM-25) to A-1 Agricultural/Rural Residential.

The proposed use as a solar farm is considered an "essential service" use and is allowed as a conditional use under A-1 zoning but not the BP/C-2 and RM-25 districts. The request would allow the benefits of solar to the community, business, individuals, and property owners, while still allowing other development to take place around it.

An application for an administrative lot split and a Conditional Use Permit (CUP) have also been submitted for the solar farm as illustrated on the attached concept plans. The existing and proposed zoning are illustrated below.



2. Legal description, including acreage of land and street address

There are two parcels involved in the rezoning request, totaling 188.5 acres, although there are four parcels involved in the solar farm project, totaling 465.6 acres. Only about 40 acres will be actually within the developed portion of the solar farm. We have submitted a concurrent administrative lot split application for the Held parcel so that the zoning does not cross lot lines. The properties involved in the rezoning request are:

Held (Larger Main Parcel – to be split to accomplish the rezoning)

Parcel PIN:

98.61601.0145

Acreage:

189.3 acres total

Portions of E ½ of W ½ of Section 25, Twp 24 North, Range 29 West

(Proposed Lot Split/Parcel A, 64.2 ac., to be rezoned, see attached Certificate of Survey)

Address:

8000 block of Bel Clare Drive, Waite Park (no assigned address)

Bel Clare Estates

Parcel PIN:

98.61601.0117

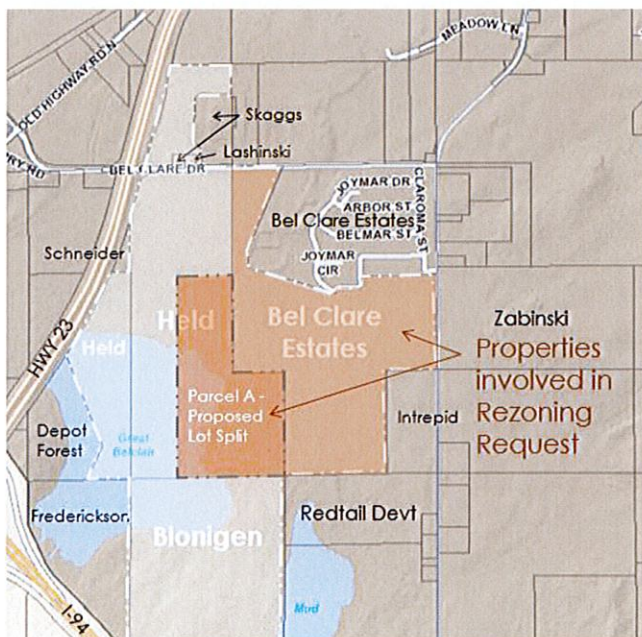
Acreage:

124.3 acres total

Portions of S ½ of NE ¼, N ½ of SE ¼, E ½ of SW ¼ of SE ¼ & W ½ of SE ¼ of SE ¼ Section 25, Township 24 North, Range 29 West

Address:

3100 block of County Highway 137, Waite Park (no assigned address)

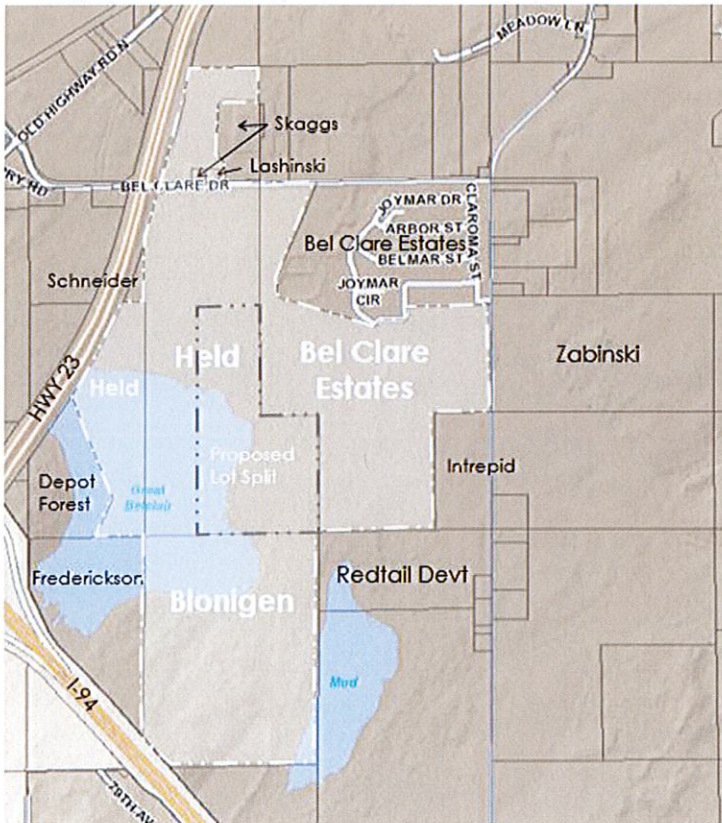


3. Name, address and phone number of property owners

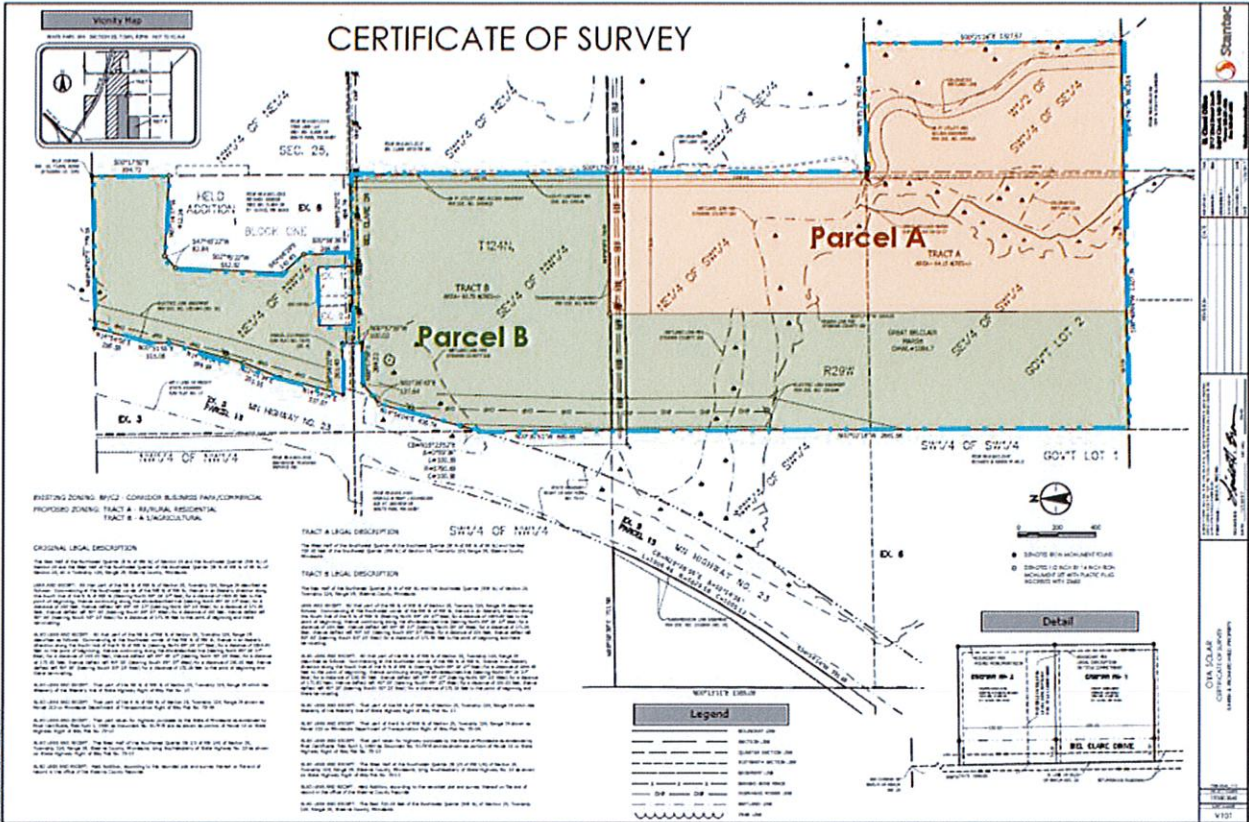
Held Limited Partnership
8504 Old Highway Road N
St. Cloud, MN 56301
320-252-6590

Bel Clare Estates, Inc.
33 Claroma Drive
St. Cloud, MN 56301
320-253-1443

Neighboring Properties



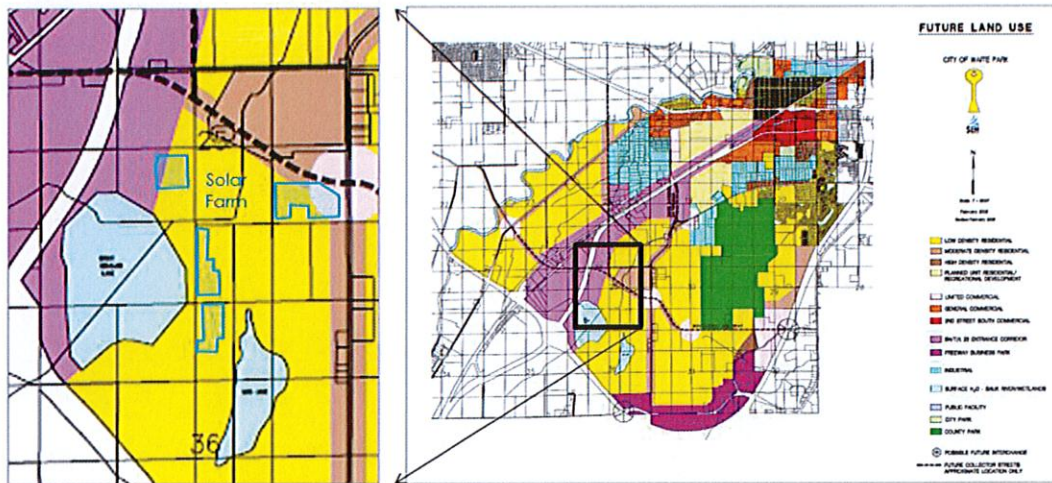
Proposed Lot Split – Held Parcel



4. Is the rezoning request consistent with the City of Waite Park Comprehensive Plan?

The Future Land Use Plan designates the project area as I-94/TH 23 Entrance Corridor and Low Density Residential, as illustrated below.

Waite Park Future Land Use Plan



The Comprehensive Plan, under District Nine, includes Agricultural uses among the recommended land uses, consistent with the rezoning being requested:

- o Greenspace Corridor/Open Space
- o Mixed commercial business/business park
- o Agricultural uses
- o Single-family residential
- o Park/trail use
- o Mixed density residential and/or neighborhood commercial

a) A solar garden or solar farm would be considered an “essential service” like other similar uses. The definition from the Waite Park Zoning Code:

Essential Services: Shall mean the erection, construction, alteration or maintenance of underground and overhead gas, electrical, steam or water distribution systems; collector, communication, supply or disposal systems including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants or similar equipment and accessories in conjunction therewith by public utilities, municipalities or other governmental agencies.

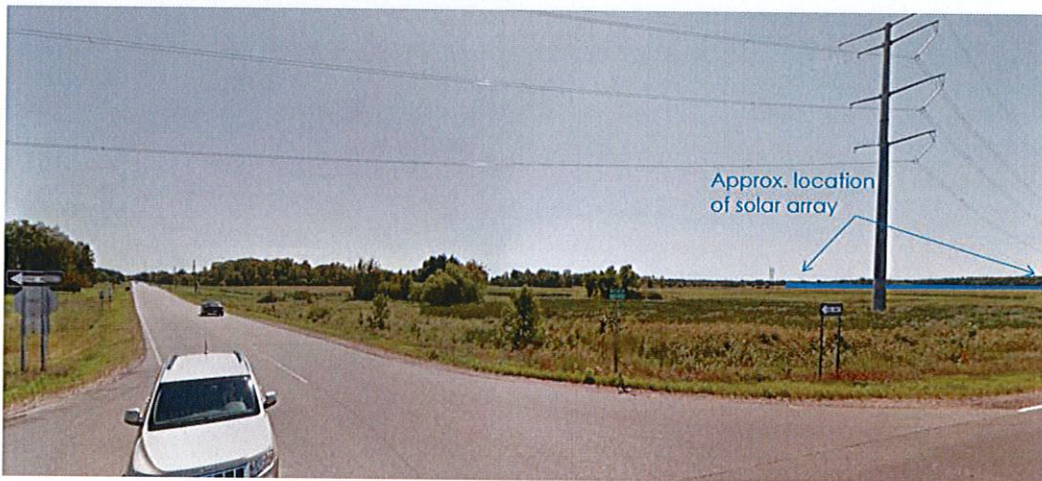
b) Essential services like the proposed solar garden are allowed by Conditional Use Permit within the proposed zoning, A-1 Agricultural/Rural Residential.

- c) The properties are zoned BP/C-2, I-94/TH 23 Entrance Corridor Business and RM-25 High Density Multifamily Residential, consistent with the Comprehensive Plan. Public utility uses are a permitted use in the BP/C-2 zoning district. Therefore, the intent of the existing zoning is similar to, and supportive of, the kind of use being proposed.
- d) As a permitted use in the BP/C-2 district, a “public utility” could be developed with minimal approvals from the City. A solar garden is similar to this public utility use, generating electricity supplied to the electric utility grid, ultimately for retail consumers. Another public utility use, such as an electric substation, could be developed under the current zoning – a use which would be more unsightly, disruptive and objectionable than a solar garden. Two nearby examples:

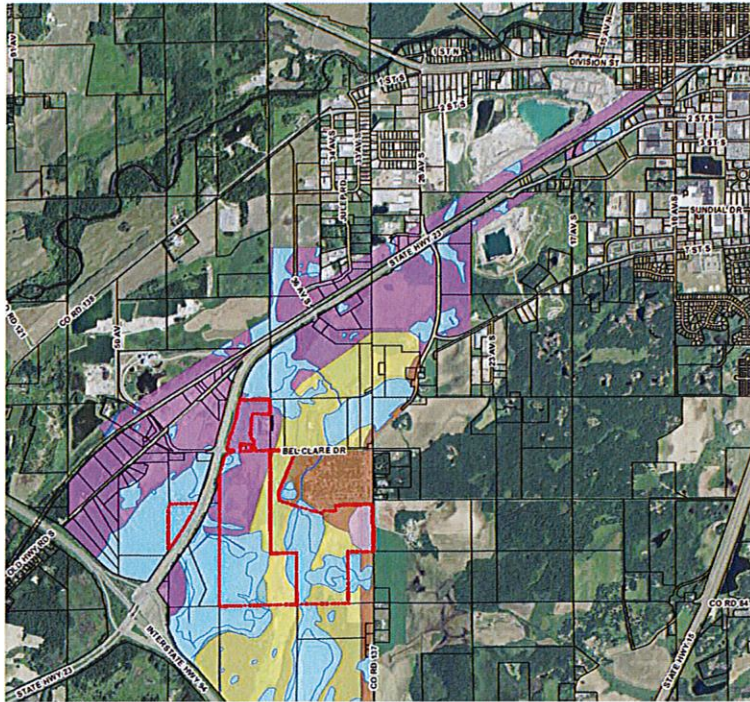


- e) The solar garden would be a considerable distance from the roadways and nearby properties – and therefore not very visible – and be a much more compatible land use than other potential public utility uses. Considering the distance from the roadways and the low profile of the solar arrays we do not believe additional landscape screening is needed.

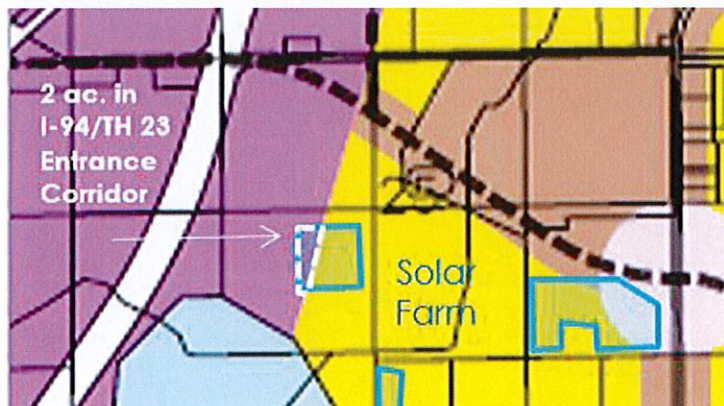
View SE from Hwy 23 & Bel Clare Drive



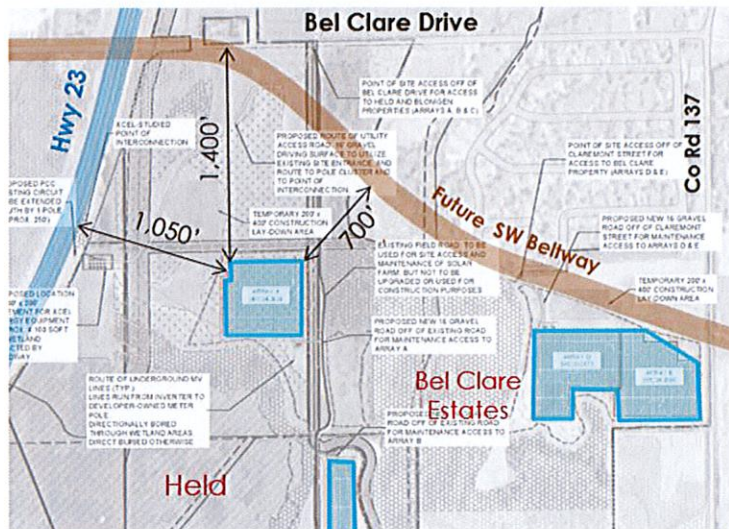
- f) Full development of the Hwy 23 corridor extending to Bel Clare Drive is many years away. The Comprehensive Plan, SCSU Land Use Study, and other sources suggest this. An analysis of the developable land in the TH 23 corridor shows about 390 acres available for development, net of wetlands and right-of-way. Available commercial land is noted below in purple, wetlands in light blue. The properties involved in the solar farm project are outlined in red.



- g) The solar farm site plan is set back significantly from TH 23 and Bel Clare Drive and only takes up only about 2 acres of land guided for I-94/TH 23 Entrance Corridor land use, as shown below. This leaves significant land in this area for future development, with frontage and visibility to Highway 23 and Bel Clare Drive.



- h) The project will be less intrusive than many potential commercial uses.
- i) The Future Land Use Plan identifies the future Southwest Beltway roadway connecting with Bel Clare Drive, as illustrated below. The solar garden as proposed will allow development of this roadway, should it be built within the 30-year time frame. We have proposed the solar arrays be setback 1,050 feet from the lane of Highway 23, 1,400 feet from the Bel Clare Drive, and 700 feet from the future SW Beltway.



We believe therefore that the rezoning request is consistent with the Comprehensive Plan, but would agree to an amendment to the Plan if the City feels a better land use designation will fit the request.

5. Will the rezoning of this parcel result in spot zoning?

No – spot zoning implies that the parcel being rezoned is small and out of character and inappropriate with its surrounding properties, that an exception is being made that does not support a logical pattern of land uses.

- The properties being rezoned are large, and not a “spot” or small exception.
- The proposed use is consistent with the Comprehensive Plan
- The proposed zoning is consistent with the use.
- The pattern of land use and zoning in the area following the request will be similar to the current pattern – BP/C-2 abutting A-1/RR and RM-25. The rezoning increases the area of A-1/RR zoning but it still abuts BP/C-2 and RM-25.
- The project property is not a spot among dissimilar or incompatible zoning.



- 6. Person, firms, corporations, etc. other than applicant and present owner who may or will be interested in above described land or proposed improvements within one year of permit issuance.**

The project is being developed by OYA Solar Inc under the business entity Novel-OYA Seven LLP. The project will be acquired, constructed and commissioned by a third party under a 30-year property lease from the underlying property owners – the Held family, Bel Clare Estates, and the Blonigens.

- 7. Attach additional material submission requirements as indicated including but not limited to a map illustrating the area in question.**

See attached supporting materials.

Rationale

We help communities make sense of available renewable energy technologies, utility incentives, government programs, and financing options. We will assist in devising and implementing a renewable energy plan that will both reduce a community's carbon footprint and keep electric utility dollars local.



Community Solar Gardens are supported by the State of Minnesota as a renewable energy supply. The Xcel Energy program was approved by the State of Minnesota as part of the renewable energy jobs bill in 2013. The purpose of constructing a community solar garden (solar array) is to generate electricity via solar energy that will be connected directly to the electric grid for the on-going benefit of subscribers to the solar garden. As many as 75% of homes and businesses are unable to install solar at their property, making an offsite solar garden their only option.

Subscriptions to the solar garden allow subscribers an opportunity to keep electric dollars in the area supporting the local economy. Land owners have a new option that brings value to their property without impacting the underlying land. Together, they have an opportunity to be leaders in renewable energy, setting an example for others and leaving a lasting legacy. Distributed solar generation - produced at multiple locations across the grid – helps prevent line loss and dependence on carbon-based fuel. Careful siting can protect the integrity of the land, increase production and therefore local revenue, and can ensure positive neighbor relations.

Community solar gardens offer numerous benefits to the community. They create construction jobs and enhance the tax base. We work with local contractors for various components of the project, and a production tax is paid to the local communities when larger than 1MW in size. The portion of the parcel with the solar array is also placed in a higher tax classification.

Solar panels and systems have been used in the United States for over forty years and have gained in popularity as the cost of solar energy becomes competitive with traditional fossil fuels, and because of the environmental benefits. Solar systems are more widely found on the east and west coasts of the United States due to higher electric costs than Minnesota and the Midwest. Solar systems have been found to be good neighbor land use due to their passive nature, no negative impact on neighbor property values, and benefits to the environment and local economy. The proposed solar systems will not change the underlying nature of the land.

This site will produce five megawatts (5MW) of electric generation, over the course of a 30-year period. The electricity will be distributed directly to the existing electrical grid. The impact to the area is low from the standpoint of construction, operation, and end of life. Construction and setup are not invasive. Solar energy production is passive, and the system does not alter the underlying land, which can be returned to agricultural production. The system will reduce the carbon footprint and greenhouse gas emissions of the end users equal to 1,605 tons of waste hauled to landfills, over 10 million passenger vehicle miles driven or 4,480 metric tons of greenhouse gas emissions. Subscribers to the community solar garden will save millions of dollars over the life of the system to be saved and spent locally in support of the local economy.

APPLICATION FOR CONDITIONAL USE PERMIT

CITY OF WAITE PARK

19 13TH Avenue North

Waite Park, MN 56387

PHONE: 320-656-8936

FAX: 320-252-6955

Fee \$ _____
Paid _____
Receipt # _____
Date _____

I/We, the undersigned, as owners of the property described hereby appeal to the City Council and Planning Commission of Waite Park, to grant a Conditional Use Permit. Applicants have the responsibility of checking all applicable ordinances and complying with all ordinance requirements.

NAME: Phil Carlson, Stantec

PHONE: 651-967-4555

ADDRESS: 2335 Hwy 36 West, St. Paul MN 55113

1. Legal description of land affected by the application: See attached

2. Present zoning of above described property: BP/CZ, A1/RK, & RM-25

3. Application made for Conditional Use Permit to Conduct: Salon garden

4. Is the proposed use compatible with present and future land use(s) of the area? Please Explain.
yes - see attached

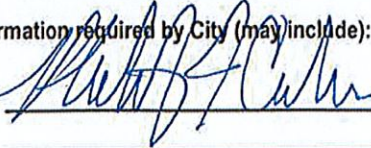
5. Will the proposed use depreciate the area in which it is proposed? Please Explain.
no - see attached

6. Can the proposed use be accommodated by existing City services (utility/facility capacity)? Please Explain.
yes - see attached

7. Are local streets capable of handling traffic which is generated by the proposed use? Please Explain.
yes - see attached

8. Attach to this application a site plan illustrating curb cut locations, access a public street, location of buildings and their their square footage, location of easements, parking, utilities and sidewalks.

9. Attach additional information required by City (may include): proof of ownership, landscaping and screening plans.

Applicant Signature 

Date 11.22.17

Owner Signature _____

Date _____

FOR OFFICE USE ONLY

Date Submitted _____ Date Complete _____ Date of Public Hearing _____ Publication Date _____

Planning Commission Recommendation (Circle One): Approval Denial Date of Action _____

Date Applicant/Property Owner notified of Planning Commission Recommendation: _____

City Council Action (Circle One): Approval Denial Date of Action _____

Date Applicant/Property Owner notified of City Council Action: _____

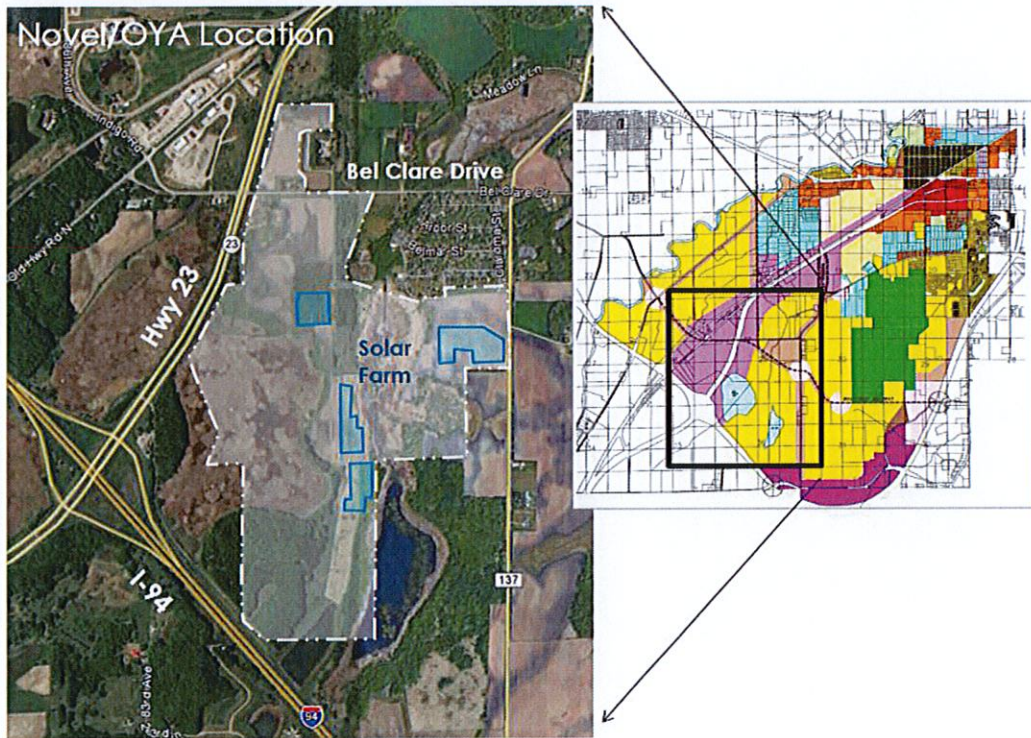
Filed with Stearns County Recorder: _____

5MW Megawatt Solar Garden, Waite Park

A Novel-OYA Project

Conditional Use Permit Application

This narrative follows items on the City's *Conditional Use Permit Application* form, and assumes the properties are either zoned or will be rezoned to A-1 Agricultural/Rural Residential.



1. Legal description of land affected by the property:

There are four parcels included in this project area, listed below.

Held (Larger Main Parcel)

Parcel PIN:

98.61601.0145

Acreage:

189.3 acres total

Portions of E ½ of W ½ of Section 25, Twp 24 North, Range 29 West

Address:

8000 block of Bel Clare Drive, Waite Park (no assigned address)

Held (Smaller West Parcel)

Parcel PIN:

98.61601.0147

Acreage:

33.2 acres total

Portions of SW¼ of SW¼ and NW¼ of SW¼ of Section 25, Twp 24 North, Range 29 West

Address:

Fronting MN Highway 23, Waite Park (no assigned address)

Bel Clare Estates

Parcel PIN:

98.61601.0117

Acreage:

124.3 acres total

Portions of S ½ of NE ¼, N ½ of SE ¼, E ½ of SW ¼ of SE ¼ & W ½ of SE ¼ of SE ¼ Section 25,
Township 24 North, Range 29 West

Address:

3100 block of County Highway 137, Waite Park (no assigned address)

Blonigen

Parcel PIN:

98.61601.0184

Acreage:

118.8 acres total

W½ of NW¼ of NE ¼ & SE¼ of NW¼ & W ½ of SW ¼ of NE ¼ Section 36, Twp 24 North,
Range 29 West

Address:

Fronting I-94, Waite Park (no assigned address)

2. Present zoning of above described property:

The project area is currently zoned as:

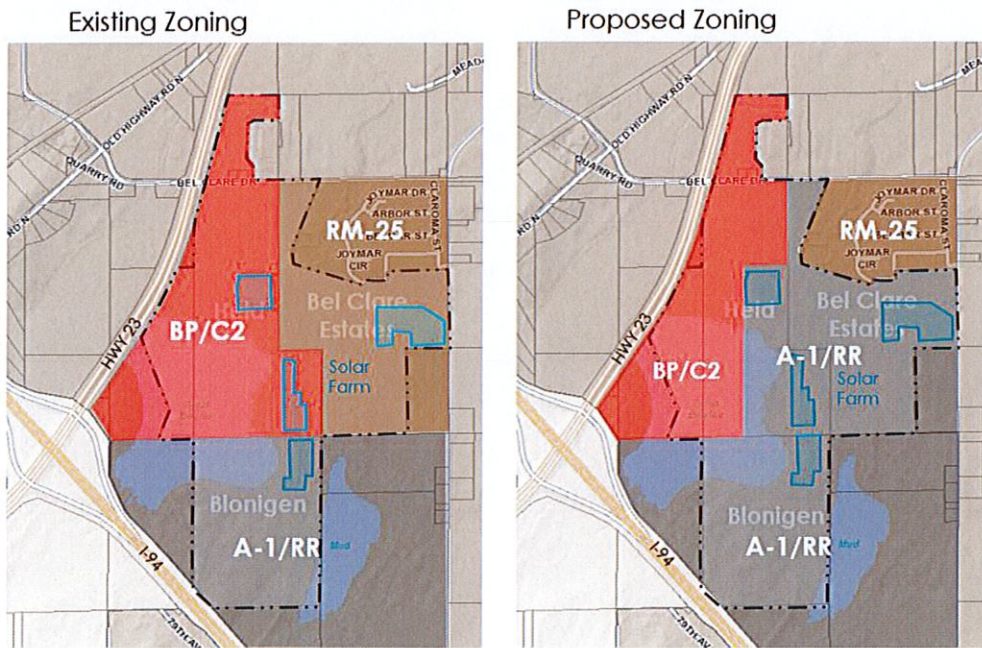
PID 98.61601.0145 (Held/Main): I-94/TH 23 Entrance Corridor Business Park/Commercial (BP/C-2)

PID 98.61601.0147 (Held/West): I-94/TH 23 Entrance Corridor Business Park/Commercial (BP/C-2)

PID 98.61601.0117 (Bel Clare Estates): RM-25 High Density Multifamily Residential

PID 98.61601.0184 (Blonigen): A-1 Agricultural/Rural Residential

The applicant is concurrently applying for a rezoning to A-1 Agricultural/Rural Residential for portions of the properties within the solar garden site. The remainder will remain zoned as is.



3. Application made for Conditional Use Permit to Conduct:

A 5-MW solar farm. A solar farm would be considered an "essential service", operating like a "public utility", uses that are allowed by Conditional Use Permit (CUP) in the A-1 Agricultural/Rural Residential District (Section 52.11, Subd. 4 of the Waite Park Zoning Code). Also allowed by CUP are "uses the City Council determines to be of similar nature to the listed conditional uses . . . and found not to be detrimental to the City's general health and welfare." A solar farm fits this definition and is not detrimental to health and welfare.

4. Is the proposed use compatible with present and future land use(s) of the area? Please Explain.

The current land uses around the property include agricultural uses; open space including woodland, wetland, and open water; a few single-family residences; and the Bel Clare Estates manufactured home neighborhood.

As discussed in the rezoning section of this application, some of the property is guided for future commercial development. However, given the interim nature of the farm and the long-term development of the Highway 23 corridor, this use is consistent with long-range plans in the area.

5. Will the proposed use depreciate the area in which it is proposed? Please Explain.

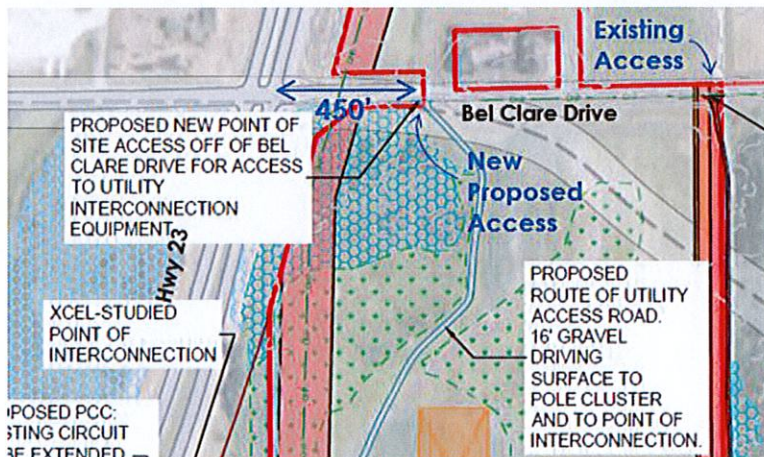
It is not likely that the use will impact property values. Studies have shown no negative impact of solar farms on neighboring property values. The significant distance from nearby residences will limit views of the solar farm from residences, buildings, and adjacent roads. The existing power lines potentially have a greater impact on views and property values than the solar farm will have.

6. Can the proposed use be accommodated by existing City services (utility/facility capacity)? Please Explain.

Yes. City utilities such as water and sewer are not needed, and use of roadway access is very low once the project is constructed. The solar farm will connect to the existing Xcel Energy electric grid. Gravel roadways will be constructed for maintenance within the project.

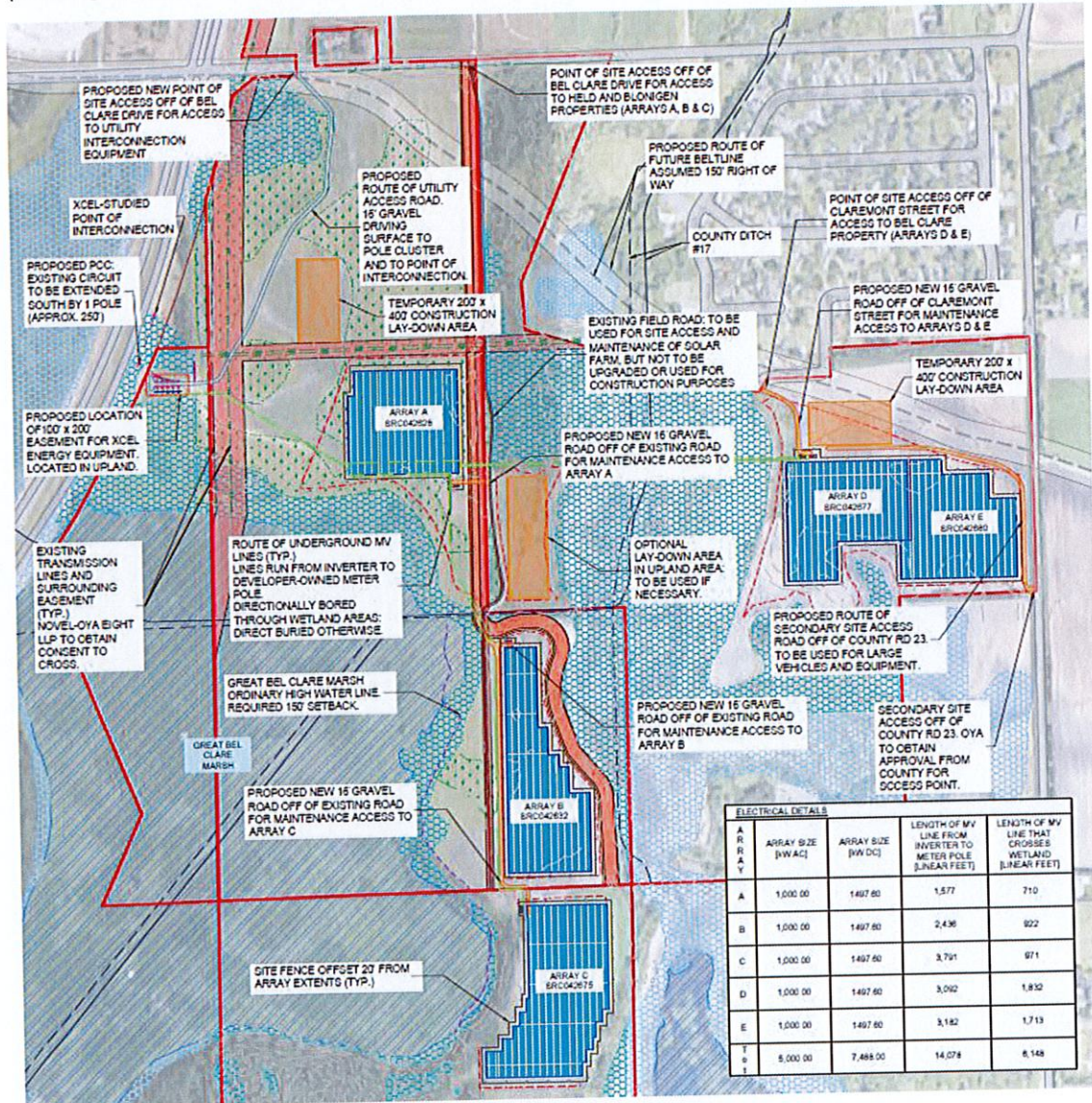
7. Are local streets capable of handling traffic which is generated by the proposed use? Please explain.

Yes. Access will be via two gravel access roads off Bel Clare Drive – one existing and one proposed new access about 450 feet east of Hwy 23 – plus an access to County Road 137. During construction, approximately one semi-trailer per day will visit the site. Construction is anticipated to last six months. After construction, routine maintenance and monitoring of the site will include a few visits per year to the site (monitoring is done remotely). These visits will involve one car or pick-up truck. No additional burden will be placed on any existing or planned public infrastructure or services due to the passive nature of this project.



8. Attach to this application a site plan illustrating curb cut locations, access to public streets, location of buildings and their square footage, location of easements, parking, utilities, and sidewalks.

The site plan is shown below, and a larger site plan drawing and information about the project (existing and proposed conditions) are included on the following pages.



9. Attach additional information required by City (may include): proof of ownership, landscaping, and screening plans.

Additional information about the site including construction and decommissioning are included on the following pages.

Standards for Approving a Conditional Use Permit

Per Section 52.51.02 Subd. C of the Waite Park Zoning Code the Planning Commission is to consider the following standards in reviewing and approving a Conditional Use Permit application. The request:

1. *Will not be detrimental to or endanger the public health, safety, morals, comfort, convenience or general welfare of the neighborhood or the City.*

The use is generally inconspicuous, safe and unimposing.

2. *Will be harmonious with the applicable specific and general objectives of the Comprehensive Plan of the City and this Ordinance.*

The solar farm meets the intent of the Plan as a use consistent with the intent of other uses identified in the Comprehensive Plan and by keeping away from the prime development areas identified for this area.

3. *Will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of that area.*

As discussed above the use will be compatible with its surroundings.

4. *Will not be hazardous or disturbing to existing or future neighboring uses.*

The use generates electricity but will be fenced and gated, and all wiring will be constructed according to accepted industry safety standards – underground in conduits or connected above ground on power lines as is typical of other electrical facilities. It will not pose any greater hazard than other typical public utility uses and power transmission lines or facilities.

5. *Will be served adequately by essential public facilities and services, including streets, police and fire protection, drainage structures, refuse disposal, water and sewer systems, and schools.*

There is little burden on public facilities and utilities, no need for water, sewer, waste disposal, schools, parks, etc.

6. *Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.*

The use will not create public costs and provides an economic boost to property that would likely not otherwise develop for many years.

7. *Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors.*

There will be no such detrimental activities on site associated with the project.

8. *Will have vehicular approaches to the property which are so designed as not to create traffic congestion or an interference with traffic or surrounding public thoroughfares.*

The project will use the existing gravel farm road access to Bel Clare Drive, plus a proposed new access onto Bel Clare Drive about 450 east of Hwy 23. There will be access as well to County Road 137 on the east. Vehicles accessing the site will be very low volume and not cause congestion.

9. *Will have adequate facilities to provide sufficient off street parking and loading space to serve the proposed use.*

Parking and loading space are not needed for this project.

10. *Will not result in the destruction, loss or damage of a natural, scenic, or historic feature of major importance.*

The project will enhance the natural environment of the site over the life of the project by providing a ground cover of pollinator friendly prairie grass and native flowers. No buildings or structures will be removed for the project and there are no known historic features on the property.

11. *Will conform to the type of uses that are generally permitted within the district.*

The use is considered an essential service and is similar to other public utility uses allowed by CUP in the district.

Hydrological Features

There are identified wetlands per the MN DNR Public Waters Inventory or National Wetland Inventory Maps at the solar development area. Wetland delineation has been conducted on site on all portions of the properties affected by the project. Delineated wetland areas are included on the site plan. A no net loss determination has been approved for some wetlands and requested for others within the proposed array in lower classification delineated wetlands (previously cultivated areas). A setback of 50' is maintained to all higher classification wetlands. Shoreland setback of 150' per City code is provided to Great Bel Claire Marsh and Mud Lake. Stormwater management will be handled by the current best practices provisions, and NPDES permitting will be complied as needed. Erosion control blankets, silt fencing and other best practices will be utilized throughout construction at appropriate locations. The use of existing access and relatively flat property will limit the need for these efforts. Final site plans will be designed to ensure proper water filtration and mitigate stormwater runoff concerns, even with runoff that may occur from other portions of the parcel.

Geology and Soils

Soils types were analyzed as part of the wetland reports. This data will be utilized in the engineering of the posts and racking to ensure adequate wind, snow, and other load factors. Soil review and analysis shows acceptable soil types for a solar array.

Neighboring Properties

The neighboring properties adjacent to the project area are listed below and shown on the map on the following page. These adjacent properties are:

To the north of the project area:

- PID # 98.61601.0149: Residence of Marvin & Sandra Skaggs, north of Bel Clare Drive
- PID # 98.61601.0148: Residence of Vernon Lashinski, north of Bel Clare Drive
- PID # 98.61601.0201: Animal agriculture operation of Michael Skaggs, north of Bel Clare Drive

To the east of the project area:

- PID # 98.61601.0117: Mobile Home Park owned by Bel Clare Estates Inc. with extensive tree cover between the project site and the nearest structure (>800'). Note: the western part of this parcel will be used for some solar arrays.
- PID # 98.60573.0150: Farm operation and residence owned by Joseph Zabinski.
- PID # 98.61601.0118: Cultivated land and wetland owned by Intrepid Industries LLC.

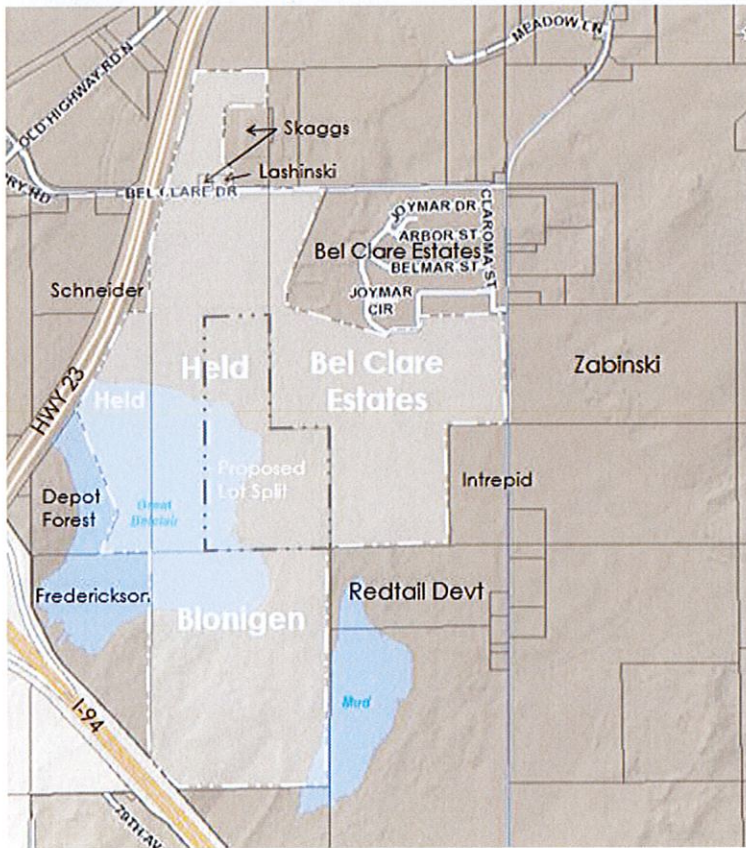
To the southeast, south and southwest of the project area:

- PID # 98.60800.0000: owned by Redtail Development Group LLC, consisting of cultivated land and wooded area
- PID # 98.61601.0184: owned by Jeff & Stacy M. Blonigen consisting of cultivated land, open space and wetland
- PID # 98.61601.0185: owned by R. Doug & Sue Fredrickson consisting of open and wetland

To the west of the project area:

- PID # 98.61601.0150: A very small parcel of open land owned by the Harold & Mary L Schneider
- PID # 98.61601.0146: parcel owned by The Depot Forest LLC
- MnDOT right-of-way for Highway 23

Neighboring Properties



Site Appearance & Impact

The parcel will consist of a 5MW Solar Garden and 23,400 solar panels. Total array size is 7.5 MW DC, oversized, as is typical for all solar farms, to account for winter and cloudy days, with maximum output of 5 MW AC to the Xcel electric grid. The installation will include rows of solar panels with rows separated by approximately 19 feet. The attached layout provides the proposed layout which is subject to engineering and final Xcel approval. The site will be fenced with a 6-foot-high chain link fence and gated for security. Access will be provided with a key code for Xcel Energy and emergency response personnel.

Following construction of the arrays and any other project requirements, vegetation between the solar arrays will be established to ensure soil stabilization, improve storm water quality, and for site beautification. Native grasses or specific pollinator plantings will be used. Specific types of plantings will be determined upon request of the property owner, City of Waite Park and/or neighbors as long as solar production is not diminished. Once established, this site will filtrate surface waters and minimize erosion even better than traditional croplands. We have worked with MN Pollution Control Agency (MPCA) officials to demonstrate improvement of stormwater runoff on the site and on neighboring properties. A large rain event after the solar system has been installed will be controlled better than the same rain event on plowed fields.

After turf establishment, on-going maintenance to control weeds or unsightly conditions will be performed by or contracted by the owner. Additional site visits and pro-active weed control will occur in the early seasons of vegetative growth to ensure proper site development. On-going maintenance will include mowing of grass and under and around the solar array, and between the fence and property line. Weed whipping will occur in areas not accessible by mower. We prefer non-toxic weed controls assisted by early identification and eradication of weeds.

One light will be on site after construction at the point of interconnection for Xcel identification.

Equipment

All solar panels used have a 25-year warranty. Panels will be south oriented, fixed or tracker panels, and not exceed 10 feet in height. Panels will feed inverters which ultimately connect to the electric grid at a point of interconnection located at a point closest to the 3-phase power lines along Bel Clare Drive or Hwy 23 per Xcel Energy determination. All equipment complies with the Minnesota State Electric Code and UL Listing.

Posts will be pounded or screwed into the ground at a depth adequate to handle engineered loads and mitigate frost heave. Posts can be pulled from the ground at the end of the system's useful life. Racking, panel, and inverter manufacturers will be site specific depending on engineering, topography and array layout. Xcel Energy will provide final approval of interconnection equipment including transformers, meters, disconnects, utility poles and wires as required by the company's interconnection tariff. All equipment is engineered to meet industry, state and federal standards.

5 Megawatt Solar Garden, Waite Park, MN

November 2017

Transformers and related equipment will be placed on concrete slab on grade adjacent to each 1MW array grouping. Xcel Energy required poles will be standard electric utility poles with overhead wires unless otherwise authorized or required, and Xcel will acquire the necessary permits. All non-Xcel Energy equipment, materials, supplies, concrete, etc. will be removed at the end of the useful life of the project.

All equipment will meet Xcel Energy and national standards for safety and interconnection. Requirements include adequate insurance coverage, signed interconnection agreement as required by the MN Public Utilities Commission for 25 years, with continual production monitoring.

Screening

Given the project site's significant distance to Highway 23 and other surrounding uses, no additional screen is proposed. Given the project's low profile, we believe the solar farm will be relatively inconspicuous in its setting.

Construction

Construction activities will begin as soon as practical in 2018. Pounding posts at different depths and lengths will accommodate the minimal sloping on the site preventing the need for grade and fill activities. Grading and minor excavation may be needed for the switchgear pads to ensure level ground for the slab on grade. Roads inside the fenced area will be constructed to minimize grade and fill activities and impacts connected with traditional road construction. All necessary equipment and supplies will be delivered within a 3-4 week period at the start of construction. During the start of construction there will be an average of one semi-trailer per day over the six-week construction schedule. Deliveries will come from Highway 23 to Bel Clare Drive and County Road 137. A temporary delivery direction sign may be installed at the start of construction upon approval from the road authority. Temporary parking and staging will be off-road at the site entrance. Disposal of waste material will comply with all local, state and federal regulations and best practices.

Potential to Affect the Environment and Public Health

This project is focused on bringing additional green energy to people in Minnesota unable to access solar on their property, and reduce Xcel's and state's carbon emissions. The proposed solar array is passive with only small fans in the inverters to prevent overheating, and are designed to capture the sun's rays, not reflect them. Solar panels have an equivalent glare factor as a body of water. Research on potential environmental and public health issues will be through the State of Minnesota and the Federal government databases to ensure compliance. The many-decade history of solar panel use has not identified public health or environmental issues. The addition of year-round ground cover will provide improved storm water control over traditional row cropping providing improved soil retention and greater water infiltration.

Decommissioning, Restoration Plan, and Insurance

Within one hundred eighty (180) days of the end of the project useful life, decommissioning will include the removal of all of the solar arrays, cables, electrical components, accessory structures, concrete, fencing, roads and other ancillary facilities owned by the solar garden. Since this project includes the establishment of vegetation on site, the soil will be excellent for agricultural utilization upon decommissioning. At year 26, there is almost equal salvage value in the panels and equipment than the costs associated with removing the system.

Detailed decommissioning includes:

- All cables and conduit will be removed
- PV modules will be removed from racking sold or transported to a recycling facility
- Racking equipment will be dismantled and removed, and either re-used or sold for scrap
- Inverters, transformers, switchgear, etc. will be re-sold or scrapped per industry best practices and regulations
- Concrete foundations will be broken down and removed
- The security fence will be removed
- The site will be returned to its current state

The Xcel Energy tariffs governing this program and all interconnection as approved by the MN Public Utilities Commission includes interconnection and insurance requirements. Sections 9 & 10 of Xcel Energy's tariff for the Solar*Rewards Community, and Interconnection respectively spell out the requirements. Insurance coverage includes a \$2 million per occurrence policy, and interconnection to the Xcel Energy grid cannot occur until all safety and security items have been engineered, reviewed and approved. State and National electrical codes must be met, inspected and approved prior to interconnection.

Conclusion

We are excited to complete this project in a strong partnership with the property owners, City of Waite Park, Stearns County and our St. Cloud area partners. Novel-OYA is committed to following best practices and all state, federal and local rules and regulations to develop a community solar garden providing the many benefits to the local community.

Agenda Item No. 5

Issue: Ordinance Amendments-Ordinance 33 (Right of Way) and Ordinance 55 (Telecommunication Free Standing Tower Regulation) to Accommodate Small-Cell Wireless Communications Facilities as Required by State Law

BACKGROUND

During the 2017 legislative session, the State adopted new regulations allowing certain wireless data providers to locate “small cell” facilities within public right-of-way, provided that they meet specific requirements. These small-cell facilities typically consist of poles of less than 50 foot height, antennas, and related support equipment. The law changes were made to accommodate addition of small-cell facilities in anticipation of the next-generation (5G) wireless data networking. In speaking with telecommunications representatives, such small-cell facilities are intended to support, but not replace, the traditional freestanding “large cell” facilities that cities have historically seen. A League of Minnesota Cities informational document outlining the requirements of cities and their limitations in working with the structures is enclosed for review and reference.

Per State statute definitions, a small wireless facility must meet the following criteria:

- Each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all its exposed elements could fit within an enclosure of no more than six cubic feet.
- All other wireless equipment associated with the small wireless facility, excluding electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment, is in aggregate no more than 28 cubic feet in volume.

Prior to the law changing, staff had been approached several times by small-cell service providers interested in locating within City right-of-way, but after consideration and discussion (including City Council work session), the requests were declined. However, with the recent law changes, all communities must accommodate such facilities, with limited options for restrictions and permitting processes. Typically the wireless provider companies prefer to locate these small-cell facilities on existing poles, such as light poles, which would limit the addition of new poles into the right-of-way. However, in Waite Park’s case, light poles are owned by Xcel, which may result in more new and separate poles being constructed within the right-of-way. City staff throughout the state generally views these new requirements as unfavorable for a variety of reasons (including both the aesthetic and right-of-way management concerns) and the requirements have proved challenging for some cities to integrate within their right-of-way ordinances. Fortunately, the current Waite Park right-of-way ordinance utilizes a model used that is at least somewhat common throughout the state, and in which the updates are relatively straightforward to incorporate.

The majority of the regulation of these new small-cell facilities is addressed via the City’s right-of-way ordinance, with proposed amendments attached for review. The proposed amendments reflect the requirements and definitions established by the new State statute and these are

incorporated by reference. However, there are certain components, primarily with regards to location of such poles within residential areas that must be addressed within the existing telecommunications ordinance and as such require review by the Planning Commission.

The City has the ability to incorporate a permit fee for the small-cell wireless application. By statute, the permit fee should be reflective of actual review and right-of-way management costs, and the applicants may ask for justification of the permit fee based on City processes. Based on the other permit fees related to actions within the right-of-way, the staff time estimated to be needed to review a small-cell wireless permit, and the requirement that up to 15 locations may be applied for under a single permit, staff is suggesting a permit fee requirement of \$500.00 per application. Any locations proposed within residential-zoned areas would also be subject to the established \$450.00 conditional use permit application fee.

Under statute a City may also charge limited rent for structures located on City-owned poles within the right-of-way and may also choose to enter into collocation agreements with a small-cell wireless provider applicant. At this time staff is not aware of any City-owned pole structures within the right-of-way that would necessitate this component being established, but it could be added later at such time as it may be needed and State statute allows for collocation agreement to be created within 3 months of an application made for location on a City-owned right-of-way structure.

As part of the zoning ordinance, the proposed updates for Ordinance 55, Telecommunication Freestanding Tower Regulation required the review of the Planning Commission, which reviewed and recommended approval of the updates at their November 14, 2017 meeting.

The proposed updates are attached for review. Added sections are highlighted in yellow and underlined. Removed language (primarily minor edits required when adding the new language) is denoted in ~~strike through~~.

REQUIRED ACTION

The City Council's action could be any of the following in regards to the ordinance amendments:

1. Approval of the amendments as presented.
2. Approval of ordinance amendments with changes (as established during meeting).
3. Denial of the ordinance amendments with findings of fact.
4. The City Council, at its discretion, table the matter pending further information that will help it render a decision.

STAFF RECOMMENDATION

Staff recommends approval of the amendments as submitted and proposed.

SUGGESTED MOTION

Councilmember _____ moved to **approve or deny** the ordinance amendments to Ordinances 33 and 55.

Councilmember _____ seconded the motion.

ROLL CALL

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

Motion (Approved) (Denied)

REQUIRED ACTION: Approve or deny

RECOMMENDED ACTION: Approve

SUGGESTED MOTION:

Councilmember _____ moved to **approve OR deny** OR with the following revisions/corrections/additions: _____

Councilmember _____ seconded the motion.

ROLL CALL

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

Motion (Approved) (Denied)



2017 Telecommunications Right-of-Way User Amendments Permitting Process for Small Wireless Facilities

Publication Date: August 1, 2017

(For information on related federal laws see LMC Information Memo "[Cell Towers, Small Cell Technologies, and Distributed Antenna Systems](#)")

Introduction:

On May 30, 2017, Gov. Dayton signed into law a bill¹ amending Minnesota's Telecommunications Right-of-Way User Law². The amendments cleared up any confusion about whether wireless providers are treated the same as other telecommunications right-of-way users under state law, but created a separate, streamlined permitting system for placement of small wireless facilities on city-owned structures in rights of way. Most of the bill provisions became effective on May 31, 2017, with the exception that the prohibition on moratoria does not take effect until January 1, 2018 for those cities that did not have a right-of-way ordinance in place on or before May 18, 2017, to give those cities an opportunity to enact an ordinance regulating their public rights-of-way. Also, the amendments allow cities to enter collocation agreements with telecommunications right-of-way users, if they choose, as long as the collocation agreement for small wireless facilities is made available in a substantially complete form no later than six months after the effective date of this act or three months after receiving a small wireless facility permit application from a wireless service provider.

Where can I read the new law?

Until revisions of the state statute occur to include bills passed this session, cities can find the amendments at [2017 Laws, Chapter 94](#).

Does the law require cities to do anything differently when regulating wireless providers attaching their equipment to city structures in the rights of way?

Yes, the amendments create a separate permit process for small wireless facilities. The below checklist was prepared to serve as a guide for cities to use when amending existing telecommunications ordinances, but does not necessarily cover all nuances of the new law and should not replace working with city attorneys to draft or amend existing ordinances.

What is the purpose of Minnesota's Telecommunication Right-of-Way User Law?

¹ Chapter 94, Article 9 of the 2017 Regular Session, effective May 31, 2017.

² Minn. Stat. §§ 237.162, 237.163.

In 1997, the Minnesota Legislature recognized the need for a state law providing local government units with the authority to regulate the use of public rights of way by telecommunications right-of-way users. The resulting Minnesota Telecommunications Right-of-Way User Law allows telecommunications right-of-way users to construct, maintain, and operate conduit, cable, switches (and now small wireless facilities), and related appurtenances and facilities along, across, upon, above, and under any public right of way, but subjects those users to local regulations by cities to manage their rights of way and to recover management costs.

Can a city manage its right of way without doing anything?

No, the city must adopt an enabling ordinance. A local government unit is not required to manage its rights of way, but most want to do so. As such, the local government authority must pass an ordinance exercising this authority. Many cities find that having a separate telecommunications right-of-way user ordinance (in addition to a general right-of-way ordinance) allows for better regulation of cell towers, small cell and other telecommunications equipment.

Did the amendments in the 2017 laws impact all telecommunications right-of-way users?

Some of the amendments impacted cities' regulations on all telecommunications right-of-way users, but the amendments also created a distinct set of regulations specifically for placement of small wireless facilities. With respect to the regulations that apply to all telecommunications right-of-way users, the law:

- ✓ Requires all telecommunications right-of-way users seeking to excavate or obstruct a public right of way to obtain a right-of-way permit to do so.
- ✓ Requires a telecommunications right-of-way user using, occupying, or seeking to use or occupy a public right of way for providing telecommunications services to register with the local government unit by providing the local government unit with specific information (set forth in the statute), and including authorization for periodic updates.
- ✓ Requires telecommunications right-of-way users to submit plans for construction and major maintenance, to provide reasonable notice of projects that may require excavation and obstruction of public rights of way.
- ✓ Provides for restoration by the telecommunication right-of-way user after excavation occurs, either in the form of doing the restoration work or reimbursing the local governmental unit for the cost of the restoration work.
- ✓ Allows recovery of right-of-way management costs through a fee for registration, a fee for each right-of-way permit or, when appropriate, a fee applicable to a telecommunications right-of-way user when that user causes the local government unit to incur costs because of actions or inactions of that user.

Can a city charge a fee for using the right of way?

Yes, because when cities manage rights of way, they incur costs. However, when cities charge right-of-way users, the fees must be calculated on a competitively neutral basis, and based on the actual costs incurred by the city in managing the public right of way. A fee for the cost of managing the right-of-way should reflect an allocation among all users of the public right-of-way, including the city itself.

Can a city charge rent if a right-of-way user places equipment in the right of way?

Yes. Nothing in the law prohibits a city from charging rent for the placement of technology or equipment by a telecommunications right-of-way user on a city owned structure. However, cities are limited in the amount

of rent they can charge for collocation of small wireless facilities on city-owned structures. Fee limitations are described in the statute.

If a city does not have an ordinance, can it pass a moratorium on processing any applications it receives until it can pass an ordinance?

Probably not. The law prohibits cities from establishing a moratorium with respect to filing, receiving, or processing applications for right-of-way or small wireless facility permits, or for issuing or approving right-of-way or small wireless facility permits. However, for cities that did not have an ordinance enabling it to manage its right-of-way before or on May 18, 2017, the prohibition on moratoria does not take effect until January 1, 2018, giving those cities an opportunity to enact an ordinance regulating its public rights-of-way.

Can a city still deny applications for siting of telecommunications equipment in its right of way?

Generally, yes, however, any denial or revocation of either a right-of-way permit or a small wireless facility permit must be done in writing and must document the basis for the denial, including the health, safety and welfare reasons for the denial. The local government unit must notify the telecommunications right-of-way user, in writing, within three business days of the decision to deny or revoke a permit. If the city denies a permit application, the telecommunications right-of-way user may cure the deficiencies identified by the local government unit and resubmit its application. If the telecommunications right-of-way user resubmits the application within 30 days of receiving written notice of the denial, the city may not charge an additional filing or processing fee. The local government unit must approve or deny the revised application within 30 days after the submission of the revised application, or it is deemed granted.

Can cities treat the siting of all cell equipment the same?

It depends. If the city plans to regulate cell sitings and require telecommunications right-of-way users to get permits, then the 2017 amendments to the law create a separate permit system for small wireless facility technology that places additional limitations on a city's ability to regulate those specific types of technology.

Does the new law mean our city cannot enter into a separate agreement with telecommunications right-of-way users who want to place equipment on city owned structures?

The amendments do not require cities to have separate agreements, and some cities may choose to put these provisions in their ordinance or permit instead. For cities that want a separate 'collocation agreement' in place, they must develop and make that collocation agreement available no later than six months after May 31, 2017 (the effective date of the act) or three months after receiving a small wireless facility permit application from a wireless service provider. "Collocate" or "collocation" means to install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing wireless support structure that is owned privately or by a local government unit. The template of the agreement must be made available in a substantially complete form. The parties to the separate small wireless facility collocation agreement always may incorporate additional mutually agreed upon terms and conditions. Also, the law now clearly classifies any small wireless facility collocation agreement between a local government unit and a wireless service provider as public data accessible to the public under Minnesota's Data Practices Law.

What type of equipment is subject to the special requirements on small cell technology?

The statute defines type of equipment, which include:

“Small wireless facility”:

(1) A wireless facility that meets both following qualifications:

(i) Each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all its exposed elements could fit within an enclosure of no more than six cubic feet.

(ii) All other wireless equipment associated with the small wireless facility, excluding electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment, is in aggregate no more than 28 cubic feet in volume.

(2) A micro wireless facility.

“Wireless support structure” means a new or existing structure in a public right of way designed to support or capable of supporting small wireless facilities, as reasonably determined by a local government unit.

“Collocate” or “collocation” means to install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing wireless support structure that is owned privately or by a local government unit.

What additional requirements must cities consider to comply with Minnesota’s Telecommunications Right-of-Way User Law, as amended?

The law sets forth specific requirements related to placement of small wireless facilities or installation of new wireless support structures. The below information highlights items cities will want to consider when drafting an ordinance or amending an existing ordinance. Again, cities should work with their city attorneys to ensure full compliance with the law.

<p style="text-align: center;">NEW STATE LAW REQUIREMENTS</p> <p style="text-align: center;">GOVERNING PLACEMENT OF SMALL WIRELESS FACILITIES IN RIGHTS OF WAY</p> <p>If a city decides to regulate or require permits for placement of a new wireless support structure or collocation of a small wireless facility, then the city should be aware that:</p> <p><input type="checkbox"/> Small wireless facilities and wireless support structures are a permitted use, except that in districts zoned as single-family residential use or district identified as historic (either by federal law or ordinance), a local government unit can require a conditional use permit.</p>
--

- Cities must not require an applicant for a small wireless facility permit to provide any information that the applicant previously had provided to the city in a different application for a small wireless permit (which the applicant must identify by specific reference number).
- Cities must not require an application to provide information that is not reasonably necessary to review a permit application for compliance with generally applicable and reasonable health, safety, and welfare regulations, or to demonstrate compliance with applicable Federal Communications Commission regulations governing radio frequency exposure, or other information required by this section.
- Permits for small cell facility collocation or placement of a new wireless support structure must specify that the term of a small wireless facility permit equals the length of time that small wireless facility is in use, unless the permit is revoked under this section.
- The total application fee for a small wireless facility permit must comply with the statutory requirement regarding costs related to the permit.
- The city must allow applicants for small wireless facility permits to file a consolidated permit application to collocate up to 15 small wireless facilities (or a greater number if agreed to by a local government unit), provided that all the small wireless facilities in the application are located within a two-mile radius, consist of substantially similar equipment, and are to be placed on similar types of wireless support structures.
- The city has 90 days after the date a small wireless facility permit application is filed to issue or deny the permit, or the permit is automatically issued.
- To toll the 90-day clock, the city must provide a written notice of incompleteness to the applicant within 30 days of receipt of the application, identifying all missing documents or information, and providing the applicant with a time to cure that complies with the statute³.
- If the city receives applications within a single seven-day period from one or more applicants seeking approval of permits for more than 30 small wireless facilities, the city may extend the 90-day deadline by an additional 30 days. If a city elects to invoke this extension, it must inform in writing any applicant to whom the extension will be applied.
- A city cannot require placement of small wireless facilities on any specific wireless support structure other than the one proposed in the permit application.
- A city must not limit the placement of *small wireless facilities*, either by minimum separation distances between small wireless facilities or maximum height limitations, except that each wireless support structure installed in the right of way after the effective date of this act shall not exceed 50 feet above ground level (unless the local government unit agrees to a greater height).

³Minn. Stat. §237.163, Subd. 3c(b).

- A city can set forth in its ordinance separation requirements for placement of wireless support structures in relation to other wireless support structures.
- A city still may deny permit for health, safety, and welfare reasons or for noncompliance with decorative wireless support structures or signs.
- A city cannot require a person to pay a small wireless facility permit fee, obtain a small wireless facility permit, or enter into a small wireless facility collocation agreement solely in order to conduct routine maintenance of a small wireless facility; replace a small wireless facility with a new facility that is substantially similar or smaller in size, weight, height, and wind or structural loading; or install, place, maintain, operate, or replace micro wireless facilities suspended on cables strung between existing utility poles in compliance with national safety codes.
- A city cannot require an applicant to apply for or enter any individual license, franchise, or other agreement with the local government unit or any other entity, other than the optional standard small wireless facility collocation agreement.
- A city may require notice of any work that will obstruct a public right of way.

OPTIONAL PROVISIONS FOR SMALL WIRELESS FACILITIES

- A city is not required to have a separate agreement, but can choose to enter collocation agreements with applicants locating small wireless facilities onto city owned structures to address terms and conditions of the use of the structures. If a city chooses to do so, then it must make the agreement available to the public in a substantially complete format no later than six months after the effective date or three months after receiving a small wireless facility permit application from a wireless service provider.
- A city may elect to charge each small wireless facility attached to a wireless support structure owned by the local government unit a fee (rental fee), in addition to other fees or charges allowed under the law, consisting of: (1) up to \$150 per year for rent to occupy space on a wireless support structure; (2) up to \$25 per year for maintenance associated with the space occupied on a wireless support structure; and (3) an additional monthly fee for electricity used to operate a small wireless facility, if not purchased directly from a utility, at the rate set forth in the statute.⁴

⁴ Minn. Stat. 237.163, Subd. 6 (d).

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ORDINANCE 33 RIGHT-OF-WAY

Section 33.1. Election. The City elects under this Ordinance to manage its rights-of-way under applicable state and federal law.

Section 33.2. Definitions. The City adopts the definitions in Minnesota Statute Sections 237.162 and 237.163, as amended, and Minnesota Rules 7819.0100, subparts 1 through 23, as amended, by reference and incorporates them into this Ordinance as if set out in full.

Section 33.3. License. Each person who obstructs, places facilities or equipment within, or excavates any right-of-way must obtain a license certificate from the City, pay a license fee as established by the City Council and set forth in Appendix B - Waite Park Schedule of Fee Charges, post a bond as set forth in Appendix B in favor of the City of Waite Park, and obtain a certificate of insurance which shall:

Section 33.3 updated 8/2005

- A. Verify that an insurance company licensed to do business in Minnesota has issued an insurance policy to the Permittee, or a form of self insurance acceptable to the City;
- B. Verify that the Permittee is insured against personal injury claims, including death, as well as property damage claims arising out of the (i) use and occupancy of the right-of-way by the Permittee, its officers, agents, employees and Permittees, and (ii) placement and use of facilities and equipment in the right-of-way by the Permittee, its officers, agents, employees and Permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground facilities and collapse of property;
- C. Name the City as an additional insured as to whom the coverages required in this Section are in force and applicable and for whom defense will be provided as to all coverages;

Section 33.4. Permit.

Subd. 1. Permit Required. Except as this Code otherwise provides, and in addition to the license, each Person obstructing or excavating any right-of-way must first obtain the appropriate permit from the City.

- A. Excavation Permit. An excavation permit shall be required to excavate that part of the right-of-way described in the permit and to hinder free and open passage over the specified portion of the right-of-way by placing Facilities described in

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the permit, to the extent and for the duration specified in the permit.

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B. Obstruction Permit. An obstruction permit shall be required to hinder free and open passage over the specified portion of right-of-way by placing equipment described in the permit on the right-of-way, to the extent and for the duration specified in the permit. An obstruction permit shall not be required if a Person already possesses a valid excavation permit for the same project.

C. Small Wireless Facility Permit. A small wireless facility permit is required by a registrant to place a new wireless support structure or to collocate a small wireless structure in a public right of way managed by the City. A separate collocation agreement is required to collocate a small wireless facility on existing City structures. A maximum of 15 small wireless facilities may be consolidated onto one permit application, provided that all of the facilities:

- (1) Are located within a two-mile radius;
- (2) Consist of substantially similar equipment;
- (3) Are to be placed on similar types of wireless support structures.

Subd. 2. Permit Extensions. No Person may excavate or obstruct the right-of-way beyond the date or dates specified in the permit unless the Person (i) makes a supplementary application for another right-of-way permit before the initial permit's expiration, and (ii) the City grants a new permit or permit extension.

Subd. 3. Delay Penalty. In accordance with Minnesota Rule 7819.1000, subp. 3, and notwithstanding Subd. 2 of this Section, the City shall establish and impose a delay penalty as the City Council establishes for unreasonable delays in right-of-way excavation, obstruction, patching, or restoration.

Subd. 4. Permit Display. A Person obtaining a permit under this Ordinance shall conspicuously display or otherwise make the permit available at all times at the indicated work site and shall make the permit available for the City's inspection.

Section 33.5. Permit Applications. A permit application shall contain the following information:

Subd. 1. Submission of a completed permit application form, including all required attachments, scaled drawings showing the proposed project's location and area and the location of all known existing and proposed facilities.

Subd. 2. Each Permittee's name, Gopher One-Call registration certificate number, address and email address if applicable, and telephone and facsimile numbers.

Subd. 3. Name, address and e-mail address, if applicable, and telephone and facsimile numbers of the Permittee's local representative. The local representative or designee shall be available at all times. The Permittee shall provide current information at the time of registration regarding how to contact the local representative in an emergency.

Subd. 4. A certificate of insurance or self-insurance:

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- A. Verifying that an insurance company licensed to do business in Minnesota has issued an insurance policy to the Permittee, or a form of self insurance acceptable to the City;
- B. Verifying that the Permittee is insured against personal injury claims, including death, as well as property damage claims arising out of the (i) use and occupancy of the right-of-way by the Permittee, its officers, agents, employees and Permittees, and (ii) placement and use of facilities and equipment in the right-of-way by the Permittee, its officers, agents, employees and Permittees, including,

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but not limited to, protection against liability arising from completed operations, damage of underground facilities and collapse of property;

- C. Naming the City as an additional insured as to whom the coverages required in this Section are in force and applicable and for whom defense will be provided as to all coverages;
- D. Requiring that the City be notified 30 days in advance of cancellation of the policy or material modification of a coverage term;
- E. Indicating comprehensive liability coverage, automobile liability coverage, workers compensation and umbrella coverage established by the City in amounts sufficient to protect the City and the public and to carry out this Ordinance's purposes and policies, and a liability and property damage insurance policy along with a products liability insurance policy and completed operations insurance, each of which shall provide for the payment of not less than Two Hundred Thousand (\$200,000) Dollars for injuries to or death of one person, and not less than Six Hundred Thousand (\$600,000) Dollars on account of one accident, and not less than Two Hundred Thousand (\$200,000) Dollars for property damage. If the applicant has one (1) or more employees, the applicant must provide evidence of workers' compensation insurance coverage to the City.

Subd. 5. The City may require a copy of the actual insurance policies.

Subd. 6. If the Person is a corporation, a copy of the certificate required to be filed under Minn. Stat. 300.06, as amended, as recorded and certified to by the Secretary of State.

Subd. 7. A copy of the Person's order granting a certificate of authority from the Minnesota Public Utilities Commission ("PUC") or other applicable state or federal agency, where the person is lawfully required to have a certificate from the PUC or other state or federal agency.

Subd. 8. Payment of money due the City for:

- A. Permit fees, estimated restoration costs and other management costs;
- B. Prior obstructions, **equipment installations**, or excavations;
- C. Any undisputed loss, damage, or expense the City suffers because of the applicant's prior excavations or obstructions of the rights-of-way or any emergency actions taken by the City;
- D. Franchise fees or other charges, if applicable.

Section 33.6. Permit Issuance. If the Applicant has satisfied this Ordinance's requirements, the City shall issue a permit.

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Section 33.7. Permit Conditions. The City may impose reasonable conditions upon the permit's issuance and the applicant's performance under it to protect the health, safety and welfare or when necessary to protect the right-of-way and its current use.

Section 33.8. Permit Fees.

Subd. 1. Excavation Permit Fee. The City shall establish an excavation permit fees in an amount sufficient to recover the City's management costs and degradation costs, if applicable, as set forth in Appendix B Waite Park Schedule of Fees Charges.

Subd. 2. Obstruction Permit Fee. The City shall establish an obstruction permit fee in an amount sufficient to recover the City's management costs.

Subd. 3. Small Wireless Facility Fee. The City shall establish a Small Wireless Facility Fee in an amount sufficient to recover the City's management costs or collect the maximum fees authorized by law, as set forth in Appendix B Waite Park Schedule of Fees Charges.

Subd. 34. Permit Fee Payment. The City shall not issue an excavation or obstruction permit without the applicant paying excavation or obstruction permit fees. The City may allow an applicant to pay the fees within 30 days of billing.

Subd. 45. Non-refundable. Permit fees the applicant paid for a permit that the City has revoked under this Ordinance are not refundable.

Subd. 56. Application to Franchises. Unless otherwise agreed to in a franchise, the City may charge management costs separately from and in addition to the franchise fees imposed on a right-of-way user in the franchise.

Subd. 67. PUC Rules. The City shall establish all permit fees consistent with Minnesota Rule 7819.1000, as amended.

Section 33.9. Restoration.

Subd. 1. Timing. The Permittee must complete the work to be done under the excavation permit, including patching and restoration of the right-of-way, within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the Permittee's control or when work was prohibited as unseasonal or unreasonable under this Ordinance.

Subd. 2. Patch and Restoration. The Permittee shall patch its own work. The City may choose either to have the Permittee restore the right-of-way or to restore the right-of-way itself.

- A. **City Restoration.** If the City restores the right-of-way, the Permittee shall pay the restoration costs within 30 days of billing. If following the restoration, the pavement settles due to Permittee's improper backfilling, the Permittee shall pay to the City, within 30 days of billing, all costs associated with correcting the

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defective work.

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- B. Degradation Fee. In lieu of right-of-way restoration, a right-of-way user may elect to pay a degradation fee but shall remain responsible for patching, and the degradation fee shall not include the cost to accomplish these responsibilities.

Subd. 3. Standards. The Permittee shall perform patching and restoration according to the standards and with the materials the City specifies, and shall comply with Minnesota Rule 7819.1100, as amended.

Subd. 4. Duty to Correct Defects. The Permittee shall correct defects in patching or restoration performed by Permittee or its agents. Upon notification from the City, Permittee shall correct all restoration work to the extent necessary, using the method required by the City, within 5 calendar days after receiving notice from the City, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonal or unreasonable under this Ordinance.

Subd. 5. Failure to Restore. If the Permittee fails to restore the right-of-way in the manner and to the condition the City requires, or fails to satisfactorily and timely complete all restoration the City requires, the City may do the work at its option and the Permittee shall pay to the City, within 30 days of billing, the cost of restoring the right-of-way. If Permittee fails to pay as required, the City may exercise its rights under the construction performance bond and any other applicable rights.

Section 33.10. Joint Applications. Applicants may jointly apply for permits to excavate and obstruct the right-of-way at the same place and time.

Subd. 1. Shared Fees. Applicants who apply for both excavation and obstruction permits, which the City does not perform, may share in paying the excavation and obstruction permit fees. To obtain a joint permit, applicants must agree among themselves as to the portion each will pay and indicate those amounts on their application.

Subd. 2. City Projects. Applicants who join in a scheduled excavation or obstruction performed by the City, whether or not it is a joint application by 2 or more applicants or a single application, are not required to pay the excavation, obstruction or degradation portions of the permit fee, but a permit shall still be required.

Section 33.11. Supplementary Applications.

Subd. 1. Area Limitation. A right-of-way permit is valid only for the right-of-way area the permit specifies. Except as this Ordinance otherwise specifically provides, a Permittee shall not do any work outside the area the permit specifies. Any Permittee which determines that an area greater than the area the permit specifies must (i) make application for a permit extension and pay any additional required fees, and (ii) be granted a new permit or permit extension from the City before working in that greater area.

Subd. 2. Date Limitation. A right-of-way permit is valid only for the dates the permit specifies. Except as this Ordinance specifically otherwise provides, a Permittee shall not begin its work before the permit start date or continue working after the permit end date. If a Permittee

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does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit. The Permittee must submit this supplementary application before the permit end date.

Section 33.12. Other Obligations.

Subd. 1. Compliance with Other Laws. Obtaining a right-of-way permit does not relieve the Permittee of its duty to obtain all other necessary permits, licenses, and authority to pay all fees required by the City or other applicable rule, law or regulation. A Permittee shall comply with all state, federal and local laws, including Minn. Stat. ‘ 216D.01 - .09 (Gopher One Call Excavation Notice System). A Permittee shall perform all work in conformance with all applicable codes, rules and regulations, and shall be responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.

Subd. 2. Prohibited Work. Except in an emergency, and with the City’s approval, a Permittee may not perform any obstruction or excavation when seasonally prohibited or when conditions are unreasonable for the work.

Subd. 3. Right-of-Way Interference. A Permittee shall not so obstruct a right-of-way that the natural free and clear passage of water through the gutters or other waterways shall be interfered with. Private vehicles of those doing work in the right-of-way may not be parked within or next to a permit area, unless parked in conformance with City parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit.

Section 33.13. Permit Denial. The City may deny a permit for the applicant’s failure to meet this Ordinance’s requirements and conditions, if the City determines that the denial is necessary to protect the health, safety, and welfare or when necessary to protect the right-of-way and its current use.

Section 33.14. Installation Requirements. Excavation, backfilling, patching, restoration, equipment installation, and all other work performed in the right-of-way shall be done in conformance with Minnesota Rules 7819.1100, as amended, and other applicable local requirements, in so far as they are not inconsistent with the Minnesota Statutes “ 237.162 and 237.163, as amended. Wireless support structures and small-cell wireless antenna facilities shall not exceed 50 feet in height and shall comply with requirements set forth in Waite Park Ordinance 55 and MN Statutes Sections 237.162 and 237.163 as may be amended from time to time. To the extent possible all equipment shall be installed in locations and in a manner to minimize interference with traffic, pedestrians, and other users of the right of way or the appearance of abutting properties.

Section 33.15. Inspection.

Subd. 1. Completion Notice. When the Permittee completes the work under any permit under this Ordinance, the Permittee shall furnish a Completion Certificate to the City in accordance Minnesota Rules 7819.1300, as amended.

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Subd. 2. Site Inspection. Permittee shall make the work-site available to City personnel and to all others authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

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Subd. 3. City's Authority. At the time of inspection, the City may order the immediate cessation of any work which poses a serious threat to the public's life, health, safety or well-being. The City may issue an order to the Permittee for any work which does not conform to the terms of the permit or other applicable standards, conditions, or codes stating that failure to correct the violation will be cause for revoking the permit. Within 10 days after issuing the order, the Permittee shall present proof to the City that the violation has been corrected. If Permittee has not presented the proof within the required time, the City may revoke the permit under this Ordinance.

Section 33.16. Work Done without a Permit.

Subd. 1. Emergency Situations. Each Person with facilities in the right-of-way shall immediately notify the City of any event regarding its facilities which it considers to be an emergency. The facilities' owner may proceed to take whatever actions are necessary to respond to the emergency. Within 2 business days after the emergency's occurrence, the owner shall apply for the necessary permits, pay the required fees and fulfill all requirements necessary to bring itself into compliance with this Ordinance for its actions responding to the emergency. If the City becomes aware of an emergency regarding facilities, the City will attempt to contact the local representative of each facility owner affected, or potentially affected, by the emergency. In any event, the City may take whatever action it deems necessary to respond to the emergency, with the Person whose facilities occasioned the emergency bearing the costs.

Subd. 2. Non-Emergency Situations. Except in an emergency, any Person who, without first having obtained the necessary permit, obstructs or excavates a right-of-way must subsequently obtain a permit, and as a penalty pay double the normal fee for the permit, pay double all the other fees required by this Code, deposit with the City the fees necessary to correct any damage to the right-of-way and comply with all of this Ordinance's requirements.

Section 33.17. Supplementary Notification. If the right-of-way's obstruction or excavation begins later or ends sooner than the date given on the permit, Permittee shall notify the City of the accurate information as soon as this information is known.

Section 33.18. Permit Revocation.

Subd. 1. Substantial Breach. The City reserves its right as provided in this Section to revoke any right-of-way permit, without a fee refund, if there is a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation, or any material condition of the permit. A substantial breach by Permittee shall include, but shall not be limited to, the following:

- A. The violation of any material provision of the right-of-way permit;
- B. An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;
- C. Any material misrepresentation of fact in the right-of-way permit application;

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- D. Failure to complete the work in a timely manner unless a permit extension is obtained or unless the failure to complete work is due to reasons beyond the Permittee's control; or
- E. Failure to correct, in a timely manner, work that does not conform to a condition indicated on a vacation order issued under this Ordinance.

Subd. 2. Written Breach Notice. If the City determines that the Permittee has committed a substantial breach of a term or condition of any statute, ordinance, rule, regulation or any condition of the permit, the City shall make a written demand upon the Permittee to remedy the violation stating that continued violations may be cause for revoking the permit. A substantial breach, as stated above, will allow the City, at its discretion, to place additional or revised conditions on the permit to mitigate and remedy the breach.

Subd. 3. Responses to Breach Notice. Within 24 hours after receiving notification of the breach, Permittee shall provide the City with a plan, acceptable to the City, that will cure the breach. Permittee's failure to so contact the city, failure to submit an acceptable plan, or failure to reasonably implement the approved plan shall be cause for immediate revocation of the permit.

Subd. 4. City Cost Reimbursement. If the City revokes a permit, the Permittee shall also reimburse the City for the City's reasonable costs, including restoration and collection costs, and reasonable attorneys' fees incurred in connection with the revocation.

Section 33.19. Mapping Data. Each Permittee shall provide mapping information required by the City in accordance with Minnesota Rules 7819.4000 and 7819.4100, as amended.

Section 33.20. Facilities Location.

Subd. 1. Location. Placement, location, and relocation of facilities must comply with the act, with other applicable law, and with Minnesota Rules 7819.3100, 7819.5000 and 7819.5100, as amended, to the extent the rules do not limit authority otherwise available to cities.

Subd. 2. Corridors. The City may assign specific corridors within the right-of-way, or any particular segment of it, as may be necessary for each type of facilities that, pursuant to current technology, the City expects will someday be located within the right-of-way. All excavation, obstruction, or other permits the City issues involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue.

Subd. 3. Space Limitation. To protect health, safety, and welfare or when necessary to protect the right-of-way and its current use, the City shall have the power to prohibit, or the City shall strive to the extent possible to accommodate, all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular Utility Service, the right-of-way's condition, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future City plans for public improvements and development projects which have been determined to be in the public interest.

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Section 33.21. Damage to Other Facilities. When the City does work in the right-of-way and finds it necessary to maintain, support, or move facilities to protect it, the City shall notify the local representative as early as is reasonably possible. The City will bill the associated costs to that facility owner, who must pay the costs within 30 days from the billing date. Each facility owner shall be responsible for the cost of repairing any facilities in the right-of-way which it or its facilities damages. Each facility owner shall be responsible for the cost of repairing any damage to the facilities of another caused during the City's response to an emergency occasioned by that owner's facilities.

Section 33.22. Right-of-Way Vacation. If the City vacates a right-of-way which contains facilities, the facility owner's rights in the vacated right-of-way are governed by Minnesota Rules 7819.3200, as amended.

Section 33.23. Indemnification and Liability. By applying for and accepting a permit under this Ordinance, a Permittee agrees to defend and indemnify the City in accordance with Minnesota Rule 7819.1250, as amended.

Section 33.24. Abandoned Facilities Removal. Any Person who has abandoned facilities in any right-of-way shall remove them from that right-of-way if required in conjunction with other right-of-way repair, excavation, or construction, unless the City waives this requirement.

Section 33.25. Appeal. A right-of-way user that: (1) has been denied registration; (2) has been denied a permit; (3) has had a permit revoked; or (4) believes that the fees imposed are invalid, may have the City Council review the denial, revocation, or fee imposition upon written request. The City Council shall act on a timely written request at its next regularly scheduled meeting. A decision by the City Council affirming the denial, revocation, or fee imposition shall be in writing and supported by written findings establishing the decision's reasonableness.

Section 33.26. Reservation of Regulatory and Police Powers. A Permittee's rights are subject to the City's regulatory and police powers to adopt and enforce general ordinances necessary to protect the public's health, safety and welfare.

Section 33.27. Severability. If any part of this Ordinance is held invalid for any reason by any court of competent jurisdiction, the holding will not affect the validity of the remaining portions of this Ordinance. This Ordinance shall not preclude the City from requiring a franchise agreement with an applicant, as allowed by law, in addition to this Ordinance's requirements.

Amended 12/2000

Section 33.28. Background.

Subd. 1. The City of Waite Park regulates the installation of wireless telecommunication facilities and antennas both on private property and within the public right-of-ways throughout the City.

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Subd. 2. The City of Waite Park requires that facilities newly installed, constructed or otherwise placed in the public right-of-way must be located and maintained underground, subject to limited exceptions.

Subd. 3. The City has received an inquiry about potential installation of new wireless telecommunication facilities and antennas in the public right-of-way. The type of technology contemplated was not previously available and this inquiry makes clear the need for the City to study and determine whether it should revise official controls related to wireless telecommunication facilities and antennas in the public right-of-way.

Subd. 4. The installation of additional above-ground utilities in the public right-of-way has the potential to negatively impact the health, safety and welfare of the community if not properly regulated.

Subd. 5. The City's consultants have recommended that the City study and engage in deliberation of all of the issues pertaining to the development of Small Cell sites in the City and to evaluate the need for additional standards to regulate these facilities.

Subd. 6. The City Council has determined a need to undertake a study to determine the appropriate permitting and land use controls for wireless telecommunication facilities and antennas in the public right-of-way.

Subd. 7. Upon completion of the study, the City Council, together with such city commissions as the City Council deems appropriate or as may be required by law, will consider the advisability of amending certain official controls.

Subd. 8. Minnesota Statutes, Section 462.355, Subdivision 4 allows the City to adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens.

Section 33.28 Added 10/2015

Section 33.29. Findings.

Subd. 1. The City of Waite Park has the authority, pursuant to common law and Minnesota Statutes to regulate the installation of utilities and telecommunications right-of-way users within the public right-of-way.

Subd. 2. The City Council finds that it is necessary to conduct planning studies to determine the appropriate permitting and land use controls that should apply to wireless telecommunication facilities and antennas in the public right-of-way and to protect the planning process and the health, safety, and welfare of its citizens.

Subd. 3. The purpose of the studies to be conducted includes, but is not limited to determining the appropriate permitting and licensing standards, and land use and development standards that should apply to wireless telecommunication facilities and antennas in the public

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right-of-way and determining the appropriate changes, if any, that should be made to City Ordinances.

Subd. 4. The City Council finds that there is a need to adopt a City-wide moratorium Ordinance, while the studies referenced in Subd. 1., are conducted.

Subd. 5. The City Council finds that this moratorium applies to, but is not limited to, the following types of land use applications: right-of-way permits, boulevard feature permits, antenna permits, building permits, and electrical permits for installation, construction or operation of wireless telecommunication facilities and antennas in the public right-of-way.

Section 33.29 Added 10/2015

Section 33.30. Planning Study: Moratorium.

Subd. 1. A study is authorized to be conducted by City staff, to be followed by consideration of potential changes to the City's Ordinances by the City Council and such other commissions of the City as required by law or as directed by the City Council.

Subd. 2. Pending completion of the study and adoption of any amendments to the City's official controls, a moratorium is established on the issuance of City approvals for or related to the installation, construction or operation of wireless telecommunication facilities and antennas in the public right-of-way.

Subd. 3. During the period of the moratorium, applications for any such approvals related to wireless telecommunication facilities and antennas in the public right-of-way shall not be accepted by the City nor shall the Planning Commission or City Council consider or grant approval of any such application.

Subd. 4. The moratorium established by this Ordinance shall apply to any application pending as of the date of this Ordinance any application submitted to which the moratorium applies shall be denied unless the application includes a specific request that it be excepted from the Moratorium, in which case the City staff shall submit the application to the City Council for consideration of granting an exception.

Subd. 5. The City Council may approve exceptions to this Moratorium for an application if the City Council, in its sole discretion, determines that the approval being sought will not interfere with the purposes for which this moratorium was adopted.

Section 33.30 Added 10/2015

Section 33.31. Enforcement. The City may enforce this Ordinance by mandamus, injunction or other appropriate civil remedy in any court of competent jurisdiction.

Section 33.31 Added 10/2015

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Section 33.32. Term. Unless earlier repealed by the City Council, the moratorium established under this Ordinance shall remain in effect until August 23, 2016. The moratorium may be extended for a reasonable time, in accordance with Minnesota Statutes Section 462.355.

Section 33.32 Added 10/2015

Section 33.33. Effective Date. This Ordinance is effective as provided by Section 3.09 of the Waite Park City Charter.

Section 33.33 Added 10/2015

CHAPTER V ZONING, LAND USE AND BUILDING REGULATIONS

ORDINANCE 55 TELECOMMUNICATION FREESTANDING TOWER REGULATION
ORDINANCE 55-1

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ORDINANCE 55 TELECOMMUNICATION FREESTANDING TOWER REGULATION
ORDINANCE

Section 55.1. Purpose. This Ordinance's purpose is to accommodate the communication needs of residents and businesses while protecting public health, safety and general welfare. The City finds these regulations are necessary to:

Subd. 1. Facilitate wireless communication services to residents and businesses;

Subd. 2. Minimize adverse visual effects of towers through careful design and site standards;

Subd. 3. Avoid potential damage to adjacent properties from tower failure through structural standards and setback requirements; and

Subd. 4. Maximize the use of existing and approved towers and buildings to accommodate new wireless communication antennas and reduce the number of towers needed to serve the community.

Section 55.2. Definitions. The following words and terms shall have the following meanings unless the context clearly indicates otherwise:

Subd. 1. Antenna. Any structure or device used to collect or transmit electrical magnetic waves, including but not limited to directional antennas, such as panels, microwave dishes and satellite dishes, and omni-directional antennas, such as whip antennas.

Subd. 2. Commercial Wireless Telecommunication Services. Licensed commercial wireless telecommunication services, including cellular, personal communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging, and similar services that are marketed to the general public.

Subd. 3. Public Utility. Persons, corporations, governments or other entities supplying gas, electric, transportation, water, sewer, cable, land lying telephone service to the general public. Commercial wireless communication service facilities shall not be considered public utility uses under this Ordinance, ***with the exception of small-cell wireless antenna providers registered as public utilities and permitted subject to Ordinance 33 and Ordinance 55.13,*** and are defined separately.

Subd. 4. Tower. Any free-standing ground or roof-mounted pole, spire, structure or a combination thereof taller than fifteen (15) feet, including supporting lines, cables, wires, braces, and masks, not wholly contained within a building or other structure, intended primarily for the mounting of an antenna, meteorologic device, or similar apparatus above grade except as defined in Subd. 11.

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Subd. 5. Multi-User Towers. A Tower with the antennas of more than one Commercial Wireless Telecommunications Service provider or governmental entity attached.

Subd. 6. Single-User Towers. A Tower with only the antennas of a single user attached, although the Tower may be designed to accommodate antennas of multiple users as required by this Ordinance.

Subd. 7. Amateur Radio and Television Towers. A Tower located on the same property as the radio used exclusively for transmission and reception by an amateur radio operator, or for residential television reception that does not exceed fifty (50) feet in height.

Subd. 8. Exempted Dish. A satellite or microwave dish that is two (2) meters or less in diameter used to receive signals exclusively for the occupants of the property where the dish is located.

Subd. 9. Accessory Utility Buildings. All utility buildings and structures accessory to a Tower.

Subd. 10. Building Mounted Antenna. A wireless communications antenna mounted on or attached to an existing building's roof or wall.

Subd. 11. Commercial Towers. A Tower designed or used for Commercial Wireless Telecommunications Services, public radio transmission or commercial television transmission.

Subd. 12. Small-Cell Wireless Facilities. Any wireless antenna(s) and support structure that are fifty (50) feet or less in height and are located within the public right-of-way subject to City Ordinance 33, "Right-Of- Way" and meet State of MN definitions. Such facilities are generally exempted from the provisions of this ordinance and are subject to the provisions of Section 53.13.

Section 55.3. Permitted Zoning Districts. The construction and maintenance of a Commercial Tower shall be permitted within the following zoning classifications, pursuant to a conditional use permit granted pursuant to the Zoning Ordinance. Amateur radio, television towers and exempted dishes shall not require a conditional use permit.

Subd. 1. Industrial Districts. All permitted Towers and antennas.

Subd. 2. Agricultural/Rural Residential Districts. All permitted Towers and antennas.

Subd. 3. General Business. Building Mounted Antennas, Exempted Dishes and antennas not attached to a Tower.

Section 55.3. Amended 7/15/13

Section 55.4. General Performance Standards. All Towers shall meet the following performance standards.

Subd. 1. Multi-User Requirements. The City shall not approve a proposal for a new Commercial Wireless Telecommunication Services Tower unless the City finds that the

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telecommunications equipment plans for the proposed Tower cannot be accommodated by an existing or approved Tower or building within a one-half (1/2) mile search radius of the proposed Tower due to one or more of the following reasons:

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- A. The planned equipment would exceed the structural capacity of the existing or approved Tower, as documented by a qualified and licensed professional engineer, and the existing or approved Tower cannot be re-enforced, modified, or replaced to accommodate planned or equivalent equipment at a reasonable cost.
- B. The planned equipment would cause interference materially impacting the usability of other existing or planned equipment at the tower as documented by a qualified and licensed professional engineer, and the interference cannot be prevented at a reasonable cost.
- C. Existing or approved Towers and buildings within the search radius cannot accommodate the planned equipment at a height necessary to function reasonably as documented by a qualified and licensed professional engineer.
- D. Other unforeseen reasons that make it infeasible to locate the planned telecommunications equipment upon an existing or approved Tower or building.

Any proposed Commercial Wireless Telecommunication Service Tower shall be designed (structurally and electronically) in all respects, to accommodate both the applicant's antennas and comparable antennas for at least one additional user if the tower is less than one-hundred twenty five feet (125) and two (2) additional users if the Tower is over one hundred twenty-five feet (125') in height. The Tower must be designed to allow for future re-arrangement of antennas upon the Tower and to accept antennas mounted at various heights.

Section 55.4. Subd. 1. D. Amended 7/15/13

Subd. 2. Tower and Antenna Design Requirements. Towers and antennas shall be designed to blend into the surrounding environment through the use of materials, textures, color and camouflaging architectural treatment except where federal or state authorities such as the Federal Aviation Administration. Commercial Wireless Telecommunication Service Towers shall be of a monopole design unless the City determines that an alternative design would better blend in with the surrounding environment or allow for greater future multi-use.

Subd. 3. Landscaping and Screening. The City shall establish, as a condition to approving a Commercial Tower, reasonable requirements relating to landscaping and screening to improve the aesthetic appearance of the Tower's base and accessory buildings. Existing on-site vegetation should be preserved to the maximum extent possible.

Subd. 4. Fencing. All Commercial Towers and accessory buildings shall be enclosed within an aesthetically acceptable fence with a locked gate to prevent unauthorized entry. The fence shall be between eight (8) and ten (10) feet in height.

Subd. 5. Construction Standards. All Towers shall be constructed and maintained according to the Electronic Industry Association Standards and all applicable building codes.

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Subd. 6. Minimum Spacing. Commercial Tower locations shall be at least one-fourth mile apart. Antennas wholly contained within a building or other structure and not visible to the general public shall be exempt from this spacing regulation.

Subd. 7. Licenses. Proposals to erect any new Tower shall be accompanied by any required federal, state or local agency licenses or proof of application for them.

Section 55.5. Tower Setbacks. All Towers shall conform with the following minimum setback requirements:

Subd. 1. All Towers, as defined in Section 55.2, Subd 4, shall be set back from property lines a minimum of 125 percent of the Tower's height, including all antennas and attachments. The Tower's height shall be measured from the average grade of the property on which it is located or the actual tower height, whichever is greater.

Section 55.5 Subd. 1. Amended 7/15/13

Subd. 2. Accessory Utility Buildings shall comply with the setback requirements of the zone where the tower is located.

Subd. 3. Commercial Towers within permitted districts shall be set back a minimum of twenty (20) feet from property line and a minimum of three-hundred (300) feet from any property zoned for residential use.

Section 55.5 Subd. 3. Amended 7/15/13

Subd. 4. The City may reduce or vary a Tower setback if the variance will facilitate the Tower's integration into an existing or proposed structure, such as a church steeple, light standards, power line support device or similar structure.

Subd. 5. No part of a Tower, antenna, support structure, lines, cables, equipment, wires or braces shall extend across or over any part of a right-of-way, public street, highway or sidewalk unless the City expressly approves.

Section 55.6. Tower Lighting. A Tower shall not be illuminated by artificial means and shall not display strobe lights unless such lighting is specifically required by the Federal Aviation Administration or other state or federal authority for a particular Tower. When incorporated into the design standards, the Tower's light fixtures to illuminate ball fields, parking lots or similar areas may be attached to the tower.

Section 55.7. Signs and Advertising. A Tower shall not have any advertising or other sign or neon sign attached to it except a warning or equipment informational sign.

Section 55.8. Abandoned or Unused Telecommunication Towers. Abandoned, unused telecommunications Towers or portions of telecommunications Towers shall be removed as follows:

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Subd. 1. All abandoned, unused Towers and associated facilities shall be removed within twelve (12) months of the cessation of operations at the site unless the City approves a time extension. If the Tower is not removed within twelve (12) months of cessation of operations at the site, the City may remove the associated facilities and assess the removal costs against the property.

Section 55.8 Subd. 1. Amended 7/15/13

Subd. 2. Any unused portions of Towers above a manufactured connection shall be removed within six (6) months after antenna relocation. The replacement of portions of a Tower previously removed requires the issuance of a new conditional use permit.

Section 55.9. Interference of Public Safety Communications. No new or existing telecommunication service shall interfere with public safety communications. All applications for a conditional use permit for new service shall be accompanied by an intermodulation study that provides the technical evaluation of existing and proposed transmissions and indicates all potential interference problems. Before the introduction of a new service or change in existing service, telecommunication providers shall notify the City at least ten (10) calendar days in advance of such changes and allow the City to monitor interference levels during the testing process.

Section 55.10. Conditional Use Application Submittal. In addition to the information generally required to accompany a request for a conditional use permit found in the Zoning Ordinance, conditional use permit applications for Towers shall include the following supplemental information:

Subd. 1. A report from a qualified and licensed engineer which:

- A. Describes the Tower height and design, including a cross section and elevation.
- B. Documents the height above grade for all potential mounting positions for collocated antennas and the minimum separation distance between antennas;
- C. Describes the Tower's capacity, including the number and type of antennas it can accommodate.
- D. Describes steps the applicant will take to avoid interference with established public safety communication.
- E. Includes the engineer's stamp and registration number.
- F. Includes other information necessary to evaluate the request.

Subd. 2. A letter of intent committing the Tower owner, and successors, to allow the Tower's shared use if any additional user agrees in writing to meet reasonable terms and conditions for shared use.

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Subd. 3. Proof that the proposed Tower complies with all Federal Aviation Administration regulations.

Subd. 4. A report from a qualified and licensed professional engineer which demonstrates the Tower's compliance with all applicable structural and electrical standards, including all antenna and support structures.

Subd. 5. A site plan showing the boundaries of the property where the Tower is located, adjacent land uses, the tower's location and any accessory buildings within the property, distance setbacks from property lines for the tower and accessory buildings, fence locations, and proposed landscaping or screening.

Section 55.11. Building Mounted Antennas. The City shall approve the placement of wireless telecommunication antennas on roofs or walls of existing buildings or structures as an interim or conditional use depending on the zoning district, if the antennas meet the requirements of this Ordinance. A site plan and building plan are required along with a report prepared by a qualified licensed professional engineer indicating the existing building structure is suitable to accept the antenna and propose method for affixing the antenna to the structure. Complete details of all fixtures, couplings and the precise attachment point shall also be included.

Section 55.11. Amended 7/15/13

Section 55.12. Amateur Radio Towers. Amateur Radio and Television Towers and antennas are subject to the standards and conditions established by this Ordinance, except for those specific to Commercial Towers. The City may waive strict compliance with this Ordinance if it finds this Ordinance's stated purpose is met.

Section 55.13 Small Cell Wireless Facilities.

- A. *Small cell wireless facilities and antenna support structures shall require a Conditional Use Permit when located in the right-of-way adjacent to any residentially-zoned parcel, Planned Unit Development (PUD) project which includes residential dwellings, or other residential use. The CUP shall be reviewed pursuant to the provisions of Waite Park Ordinance 33, Waite Park Ordinance Sections 52.51.02 and 55.10, and any other relevant restrictions. No Conditional Use Permit shall be granted for any such facility that creates a substantial burden on the adjoining residential area or the public right-of-way in which it is proposed for location or which does not comply with standards of Ordinance 33.*
- B. *All small-cell facilities located within public right-of-way shall meet the dimensional criteria established by State law.*
- C. *No small-cell support structure shall exceed fifty (50) feet in height above the finished grade of the ground on which the structure is located.*

CHAPTER V ZONING, LAND USE AND BUILDING REGULATIONS

- D. Notwithstanding Subd. B., the City may approve small-cell facilities taller than fifty (50) feet by Conditional Use Permit in rights-of-way adjacent to non-residential property when the City finds that such approval will have specific and substantial public benefits, including but not limited to reduction in the overall number or visual impacts of such facilities in the public right-of-way*
- E. Small-cell facilities proposed to be co-located on an existing support structure(s), such as parking lot light poles, may be allowed as permitted uses provided no portion of the existing support structure or proposed antenna will exceed the allowable height for such structures in the zoning district in which the property is located, and that the property is not a residentially-zoned parcel, Planned Unit Development (PUD) project which includes residential dwellings, or other residential use.*
- F. Any small-cell facility, associated antenna or support structure located outside of the public right-of-way, such as on private property, regardless of ownership, and which would exceed the allowable height for the support structure in the zoning district of the subject property, shall require a Conditional Use Permit and be subject to all other general provisions of Ordinance 55, as well as any other applicable zoning or City Code restrictions or requirements.*

Section 55.134. Penalties. A violation of this ordinance shall constitute a misdemeanor. Each calendar day of a continued violation of the ordinance shall constitute an individual misdemeanor or offense.

Updated 7/15/13

Agenda Item No. 6

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
12/05/2017 08:22:22

Schedule of Bills

CITY OF WAITE PARK
GL050S-V08.05 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 0917M1 COMMENT... 0917 MANUAL DISBURSEMENT

DATA-JE-ID DATA COMMENT

M-09302017-298 0917 MANUAL DISBURSEMENT

Run Instructions:

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

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MARCO INC CISCO FIREWALL-PHONES	1,014.00	COMMUNICATIONS	101.4051.3100		4494640		298 00012
MN DEPT OF REVENUE II							
0817 PARK RENT SALES TAX	31.70	REMITTANCE REV COL OTHER	101.4552.8100		0817		298 00013
0817 WTR METER SALES TAX	50.95	REMITTANCE REV COL OTHER	703.4825.8100		0817		298 00014
0817 MXU SALES TAX	18.66	REMITTANCE REV COL OTHER	703.4825.8100		0817		298 00015
0817 HYD WTR SALES TAX	36.36	REMITTANCE REV COL OTHER	703.4825.8100		0817		298 00016
0817 WATER SALES TAX	6,583.33	REMITTANCE REV COL OTHER	703.4825.8100		0817		298 00017
	6,721.00	*VENDOR TOTAL					
PLAZA PARK BANK							
2015 GMC YUKON #215	13,073.60	CAPITAL EXPENDITURES	817.4110.5400		092017		298 00018
CASHIERS CHECK FEE #215	3.00	FEEES FOR WIRE TRANSFERS	101.4051.4440		092117		298 00019
0917 ACH FEES	35.00	FEEES FOR WIRE TRANSFERS	101.4051.4440		092617		298 00020
CASHIERS CHECK FEE #215	3.00	FEEES FOR WIRE TRANSFERS	101.4051.4440		092817		298 00021
	13,114.60	*VENDOR TOTAL					
SELECT ACCOUNT							
0917 HSA CITY CONTB CL	2,291.76	HOSPITALIZATION INSURANC	101.4051.1500		0917		298 00001
0917 HSA CITY CONTB PL	532.97	HOSPITALIZATION INSURANC	101.4091.1500		0917		298 00002
0917 HSA CITY CONTB CH	266.49	HOSPITALIZATION INSURANC	101.4094.1500		0917		298 00003
0917 HSA CITY CONTB PD	10,153.08	HOSPITALIZATION INSURANC	101.4110.1500		0917		298 00004
0917 HSA CITY CONTB BI	532.97	HOSPITALIZATION INSURANC	101.4140.1500		0917		298 00005
0917 HSA CITY CONTB PW	2,979.26	HOSPITALIZATION INSURANC	101.4212.1500		0917		298 00006
0917 HSA CITY CONTB SN	564.98	HOSPITALIZATION INSURANC	101.4213.1500		0917		298 00007
0917 HSA CITY CONTB SS	159.90	HOSPITALIZATION INSURANC	715.4224.1500		0917		298 00008
0917 HSA CITY CONTB PK	751.47	HOSPITALIZATION INSURANC	101.4552.1500		0917		298 00009
0917 HSA CITY CONTB WA	1,151.22	HOSPITALIZATION INSURANC	703.4825.1500		0917		298 00010
0917 HSA CITY CONTB SW	868.76	HOSPITALIZATION INSURANC	709.4843.1500		0917		298 00011
	20,252.86	*VENDOR TOTAL					

ACS FINANCIAL SYSTEM
12/05/2017 08:22:22

Schedule of Bills

CITY OF WAITE PARK
GL540R-V08.05 PAGE 2

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	41,102.46						

RECORDS PRINTED - 000021

ACS FINANCIAL SYSTEM
12/05/2017 08:22:22

Schedule of Bills

CITY OF WAITE PARK
GL060S-V08.05 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	19,159.68
703	WATER FUND	7,840.52
709	SEWER FUND	868.76
715	STORMWATER FUND	159.90
817	DWI FORFEITURE	13,073.60
TOTAL ALL FUNDS		41,102.46

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	41,102.46
TOTAL ALL BANKS		41,102.46

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

DATE APPROVED BY

ACS FINANCIAL SYSTEM
12/12/2017 14:22:13

Schedule of Bills

CITY OF WAITE PARK
GL050S-V08.05 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 1217D1 COMMENT... 121217 MISC DISBURSEMENT

DATA-JE-ID DATA COMMENT

D-12122017-361 121217 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 BKGR CK-MULTI MASS/LIQ	769.35	OPERATING SUPPLIES	101.4051.2100		1120179427S	029077	P	361	00001
ALBIN ACQUISITION CORPOR CR CK-MULTI MASS/LIQ	260.00	OPERATING SUPPLIES	101.4051.2100		1120179460A	029078	P	361	00002
ALL CARE TOWING INC TOW #207-FLATE TIRE	32.00	REPAIR & MAINTENANCE	101.4110.3700		182823	000946	P	361	00005
ALL STATE COMMUNICATIONS OVERPAYMENT INV# 269877	10.00CR	CAPITAL EXPENDITURES	101.4094.5400		269877	020165	P	361	00004
VGA CABLE/INST-PW SECUR	490.00	CAPITAL EXPENDITURES	101.4212.5400		270941	020177	P	361	00003
	480.00	*VENDOR TOTAL							
ALLSTREAM BUSINESS US IN									
1123-122217 PHONES-MAYOR	22.38	COMMUNICATIONS	101.4021.3100		15022531			361	00006
1123-122217 PHONES/LD-CL	123.10	COMMUNICATIONS	101.4051.3100		15022531			361	00007
1123-122217 PHONES/LD-CH	29.84	COMMUNICATIONS	101.4094.3100		15022531			361	00008
1123-122217 PHONES/LD-PD	205.47	COMMUNICATIONS	101.4110.3100		15022531			361	00009
1123-122217 PHONES/LD-FD	22.45	COMMUNICATIONS	101.4120.3100		15022531			361	00010
1123-122217 PHONES/LD-BI	112.97	COMMUNICATIONS	101.4140.3100		15022531			361	00011
1123-122217 PHONES/LD-PW	114.19	COMMUNICATIONS	101.4212.3100		15022531			361	00012
1123-122217 PHONES-WTR	74.60	COMMUNICATIONS	703.4825.3100		15022531			361	00013
1123-122217 PHONES-SWR	74.61	COMMUNICATIONS	709.4843.3100		15022531			361	00014
1123-122217 PHONES-PD	44.30	COMMUNICATIONS	101.4110.3100		15022531			361	00015
1123-122217 PHONES-LIB	44.30	COMMUNICATIONS	101.4095.3100		15022531			361	00016
1123-122217 PHONES-WTR	101.39	COMMUNICATIONS	703.4825.3100		15022531			361	00017
1123-122217 PHONES-SWR	101.39	COMMUNICATIONS	709.4843.3100		15022531			361	00018
1123-122217 PHONES-PW	44.30	COMMUNICATIONS	101.4212.3100		15022531			361	00019
1123-122217 PHONES-PWF	124.24	COMMUNICATIONS	101.4212.3100		15022531			361	00020
1123-122217 PHONES-PD	22.15	COMMUNICATIONS	101.4110.3100		15022531			361	00021
1123-122217 PHONES-CH	22.15	COMMUNICATIONS	101.4094.3100		15022531			361	00022
1123-122217 PHONES-CH	44.30	COMMUNICATIONS	101.4094.3100		15022531			361	00023
	1,328.13	*VENDOR TOTAL							
AMERICAN PUBLIC WORKS AS 020118-013119 DUES	245.00	MISC - DUES	101.4212.4010		120617	020186	P	361	00024
ASPEN MILLS INC. UNIFORM PANTS (2)-TD	113.90	UNIFORMS	101.4110.2120		207665	000943	P	361	00025
UNIFORM SHIRT/EMB-RG	259.65	UNIFORMS	101.4110.2120		207666	000942	P	361	00026
	373.55	*VENDOR TOTAL							
AUGUSTA ELECTRIC INC PWR/POLE INST-PW OFFICE	480.00	CAPITAL EXPENDITURES	101.4212.5400		26326	020187	P	361	00027
AUTO TRIM & SIGN INC UNIT NUMBER DECALS (80)	64.00	REPAIR & MAINTENANCE SUP	101.4212.2200		49316	029383	P	361	00028

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
AUTO VALUE PARTS STORES PARTS WASHER FLUID-PW	129.98	REPAIR & MAINTENANCE SUP	101.4212.2200		7476746	029385	P	361	00029
BATTERIES PLUS BATTERIES (20) #E1/5 AED	69.80	REPAIR & MAINTENANCE SUP	101.4120.2200		036-493637	029222	P	361	00030
BOUND TREE MEDICAL LLC REPIRATORS/ETC-FD	273.79	OPERATING SUPPLIES	101.4120.2100		82697315/16	029221	P	361	00031
BRIGGS MORGAN PA TIF 3-1 SERVICE	4,000.00	LEGAL SERVICES	101.4060.3005		609180			361	00152
BURLEIGH COUNTY SHERIFF' TOW 2014 ACURA MDX	565.00	TOWING	101.4110.3910		121117	000955	P	361	00153
CAL ENTERPRISE INC BATTERY #212	226.95	REPAIR & MAINTENANCE	101.4110.3700		1922301007225	029374	P	361	00084
CENTRAL HYDRAULICS INC HYD HOSE/FITTINGS #443	432.86	REPAIR & MAINTENANCE SUP	101.4212.2200		0087899	029297	P	361	00290
CENTRAL MCGOWAN INC OXYGEN REFILL (4) WELDING ROD (2)-PW	59.92 27.88 87.80	REPAIR & MAINTENANCE REPAIR & MAINTENANCE SUP *VENDOR TOTAL	101.4110.3700 101.4212.2200		1470015 162381	000945 029380	P P	361 361	00032 00033
CENTURYLINK 1125-122417 PHONE-PW FAC 1217 PHONE - COMM PARK	107.48 33.48 140.96	COMMUNICATIONS COMMUNICATIONS *VENDOR TOTAL	101.4212.3100 101.4552.3100		112517 120117			361 361	00170 00169
COALITION OF GREATER MN REG 2017 FALL CONF SJ REG 2017 BD RETREAT SJ	170.00 75.00 245.00	TRAINING/TRAVEL/HOTEL TRAINING/TRAVEL/HOTEL *VENDOR TOTAL	101.4051.3200 101.4051.3200		112717 112717			361 361	00171 00172
COMMERCIAL RECREATION SP HANGERS/SHACKLES-RE PARK	198.00	REPAIR & MAINTENANCE SUP	101.4552.2200		10998	029508	P	361	00034
CONVENTION VISITORS BURE 1017 H/M TAX - ASTERIA	1,830.08	PAYMENTS TO CHAMBER	601.4440.4441		1017			361	00173
CUSTOM ACCENTS INC UNIFORM SHIRTS (2)-DB	126.00	UNIFORMS	101.4110.2120		72328	000950	P	361	00035
DARREL NEMETH INC 1117 ELECTRIC INSP	1,911.23	FEES PAID TO ELECTRICAL	101.4140.4080		113017			361	00036
DE LAGE LANDEN FINANCIAL 1217 PW COPIER LEASE PW 117 PW COPIER LEASE WTR	42.32 26.45	SERVICE CONTRACT SERVICE CONTRACT	101.4212.4015 703.4825.4015		57329119 57329119			361 361	00174 00175

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
DE LAGE LANDEN FINANCIAL	1217 PW COPIER LEASE SWR	26.45	SERVICE CONTRACT	709.4843.4015		57329119			361	00176
	1217 PW COPIER LEASE SS	10.58	SERVICE CONTRACTS	715.4224.4015		57329119			361	00177
		105.80	*VENDOR TOTAL							
DELTA DENTAL OF MN	0118 DENTAL PREM-RS	69.24	HOSPITALIZATION INSURANC	101.4212.1500		120517		029079	P	361 00037
	0118 DENTAL PREM-BB	33.84	HOSPITALIZATION INSURANC	101.4140.1500		120517		029079	P	361 00038
		103.08	*VENDOR TOTAL							
DOOLY'S PETROLEUM, INC	0909-112117 FUEL BI	101.02	GAS & OIL PURCHASES	101.4140.2110		803784C		029832	P	361 00182
	0909-112117 FUEL CH	188.28	GAS & OIL PURCHASES	101.4094.2110		803784C		029382	P	361 00183
	0909-112117 FUEL PD	4,564.45	GAS & OIL PURCHASES	101.4110.2110		803784C		029382	P	361 00185
	0909-112117 FUEL PW	4,307.04	GAS & OIL PURCHASES	101.4212.2110		803784C		029381	P	361 00187
	0909-112117 FUEL PARKS	1,149.48	GAS & OIL PURCHASES	101.4552.2110		803784C		029381	P	361 00188
	0909-112117 FUEL WTR	779.63	GAS & OIL PURCHASES	703.4825.2110		803784C		029382	P	361 00190
	0909-112117 FUEL SWR	383.94	GAS & OIL PURCHASES	709.4843.2110		803784C		029381	P	361 00192
	0909-112117 FUEL FD	25.16	GAS & OIL PURCHASES	101.4120.2110		803784C		029381	P	361 00193
		11,499.00	*VENDOR TOTAL							
DRIVER & VEHICLE SERVICE	REG 13 FORD EXP #212	21.00	DUES & SUBSCRIPTIONS	101.4110.4010		120517				361 00226
ELECTRIC PUMP	MULTIPLE LIFT ST REPAIRS	1,600.00	REPAIR & MAINTENANCE	709.4841.3700		61699-IN		029425	P	361 00039
ETHANOL PRODUCTS LLC	CO2 (7012#)	496.80	REPAIR & MAINTENANCE SUP	703.4822.2200		CO2198704		029424	P	361 00040
FASTENAL CO	BOLTS-WTP	10.49	REPAIR & MAINTENANCE SUP	703.4822.2200		MNST1107748		028514	P	361 00041
	GLOVES (3)-SAFETY	57.17	SAFETY	703.4825.2300		MNST1107748		028514	P	361 00042
	CABLE TIES-CH OUTSIDE	10.18	REPAIR & MAINTENANCE SUP	101.4094.2200		MNST110777		029122	P	361 00045
	SAFETY CABINET	714.47	SAFETY	101.4212.2300		MNST1107971		029290	P	361 00044
	ELECT TAPE/BOLTS/ETC-PW	399.81	REPAIR & MAINTENANCE SUP	101.4212.2200		MNST1108024		029377	P	361 00043
		1,192.12	*VENDOR TOTAL							
FLAHERTY HOOD PA	1117 WESTLAW EXP	56.09	LEGAL SERVICES	101.4060.3005		10773				361 00194
	1117 BONDING SERVICE-AMP	72.75	LEGAL SERVICES	101.4060.3005		10785				361 00195
		128.84	*VENDOR TOTAL							
G&K SERVICES	1117 UNIFORMS PW	107.80	UNIFORMS	101.4212.2120		113017				361 00046
	1117 UNIFORMS WTR	23.35	UNIFORMS	703.4825.2120		113017				361 00047
	1117 UNIFORMS SWR	32.80	UNIFORMS	709.4843.2120		113017				361 00048
	1117 TOWELS PW	8.75	RUGS/TOWELS	101.4212.4012		113017				361 00049
	110217 RUGS PW	20.64	RUGS/TOWELS	101.4212.4012		6043110325				361 00050

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
G&K SERVICES									
110217 RUGS LIBRARY	7.92	RUGS/TOWELS	101.4095.4012		6043110326			361	00053
111617 RUGS CH	8.16	RUGS/TOWELS	101.4094.4012		6043121838			361	00056
111617 RUGS FD	12.72	RUGS/TOWELS	101.4120.4012		6043121838			361	00057
111617 RUGS CL	6.72	RUGS/TOWELS	101.4051.4012		6043121838			361	00058
111617 RUGS PD	15.60	RUGS/TOWELS	101.4110.4012		6043121838			361	00059
111617 RUGS PARKS	4.32	RUGS/TOWELS	101.4552.4012		6043121839			361	00060
111617 RUGS WTR	6.20	RUGS/TOWELS	703.4825.4012		6043121839			361	00061
111617 RUGS SWR	6.20	RUGS/TOWELS	709.4843.4012		6043121839			361	00062
111617 RUGS PW	20.64	RUGS/TOWELS	101.4212.4012		6043121858			361	00051
111617 RUGS LIBRARY	7.92	RUGS/TOWELS	101.4095.4012		6043121859			361	00054
113017 RUGS PW	20.64	RUGS/TOWELS	101.4212.4012		6043133400			361	00052
113017 RUGS LIBRARY	7.92	RUGS/TOWELS	101.4095.4012		6043133401			361	00055
	318.30	*VENDOR TOTAL							
GOODIN CO									
DEHUMID FILTER-GUN RANGE	114.44	REPAIR & MAINTENANCE SUP	101.4094.2200		05976401-00	029500	P	361	00063
GOPHER STATE ONE CALL IN									
1117 LOCATES WTR	28.35	EXPENSES OF GOPHER STATE	703.4825.5000		7110791			361	00064
1117 LOCATES SWR	28.35	EXPENSES OF GOPHER STATE	709.4843.5000		7110791			361	00065
	56.70	*VENDOR TOTAL							
GRANITE ELECTRONICS									
PRINT CABLE REP #208	129.99	REPAIR & MAINTENANCE	101.4110.3700		108000169-1	000930	P	361	00066
GRANITE WATER WORKS INC									
PENTAGON WRENCH (3)	31.50	REPAIR & MAINTENANCE SUP	703.4824.2200		103646	029375	P	361	00067
HARDDRIVES INC									
BIN BLOCKS 3'&6' (23)-PW	900.00	REPAIR & MAINTENANCE SUP	101.4212.2200		183316	029292	P	361	00068
HEALTHPARTNERS									
1217 HEALTH INS PREM-CL	6,578.92	HOSPITALIZATION INSURANC	101.4051.1500		76888531			361	00069
1217 HEALTH INS PREM-PL	1,430.19	HOSPITALIZATION INSURANC	101.4091.1500		76888531			361	00070
1217 HEALTH INS PREM-CH	715.10	HOSPITALIZATION INSURANC	101.4094.1500		76888531			361	00071
1217 HEALTH INS PREM-PD	27,247.21	HOSPITALIZATION INSURANC	101.4110.1500		76888531			361	00072
1217 HEALTH INS PREM-BI	1,430.19	HOSPITALIZATION INSURANC	101.4140.1500		76888531			361	00073
1217 HEALTH INS PREM-PW	10,245.08	HOSPITALIZATION INSURANC	101.4212.1500		76888531			361	00074
1217 HEALTH INS PREM-SN	1,358.68	HOSPITALIZATION INSURANC	101.4213.1500		76888531			361	00075
1217 HEALTH INS PREM-SS	343.25	HOSPITALIZATION INSURANC	715.4224.1500		76888531			361	00076
1217 HEALTH INS PREM-PK	1,773.44	HOSPITALIZATION INSURANC	101.4552.1500		76888531			361	00077
1217 HEALTH INS PREM-WTR	4,762.56	HOSPITALIZATION INSURANC	703.4825.1500		76888531			361	00078
1217 HEALTH INS PREM-SWR	2,974.80	HOSPITALIZATION INSURANC	709.4843.1500		76888531			361	00079
	58,859.42	*VENDOR TOTAL							
HEARTLAND SECURITY SERVI									
SECURITY SYSTEM REP-WTP	275.00	REPAIR & MAINTENANCE	703.4822.3700		498958	020181	P	361	00080

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
INNOVATIVE OFFICE SOLUTI PWR BACKUP UPS-PD GARG	99.99	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN1842218	000937	P	361	00083
BULLETIN BOARD-CH	21.76	OFFICE SUPPLIES/POSTAGE	101.4051.2000		IN1847303	010116	P	361	00081
SCOTCH TAPE-PD	10.89	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN1851274	000951	P	361	00082
	132.64	*VENDOR TOTAL							
JEFF CURTIS ELECTRIC, IN FLAG POLE LIGHT (2)-CH	894.82	REPAIR & MAINTENANCE	101.4094.3700		1959	029504	P	361	00085
JOHNSON/SHAUNNA 1115-111717 MILEAGE-CGMC	73.19	TRAINING/TRAVEL/HOTEL	101.4051.3200		120417			361	00197
101017 RECEIPT LOST	29.58CR	TRAINING/TRAVEL/HOTEL	101.4051.3200		120417			361	00200
	43.61	*VENDOR TOTAL							
KANDI KOUNTRY EXPRESS MOLDBOARD #442	3,350.00	CAPITAL EXPENDITURES	101.4212.5400		398276	029364	P	361	00086
LANGUAGE LINE SERVICES 1117 INTERP-SP/VIET/SOM	220.92	PROF SERVICES - INTERPRE	101.4110.3031		4212932	000954	P	361	00087
LEXISNEXIS RISK DATA MAN 1117 MIN COMMIT BALANCE	88.00	INVESTIGATIVE SUPPLIES	101.4110.2150		1032000-201711	000949	P	361	00088
LIBERTY ELECTRIC ELECTRICAL PERMIT REFUND	37.00	REFUNDS & REIMBURSEMENTS	101.4140.4980		W6678	010115	P	361	00203
MARCO INC CAMERA SVC REP	62.50	REPAIR & MAINT-TECHNOLOG	101.4110.3711		INV4772632	000929	P	361	00104
CAMERA 2 REP-PD	597.51	REPAIR & MAINT-TECHNOLOG	101.4110.3711		INV4789494	000941	P	361	00105
	660.01	*VENDOR TOTAL							
MARCO INC 1217 CL COPIER LEASE-CL	233.79	SERVICE CONTRACT	101.4051.4015		21697154			361	00100
1217 CL COPIER LEASE-BI	77.93	SERVICE CONTRACT	101.4140.4015		21697154			361	00101
1217 CL COPIER LEASE-WTR	38.97	SERVICE CONTRACT	703.4825.4015		21697154			361	00102
1217 CL COPIER LEASE-SWR	38.96	SERVICE CONTRACT	709.4843.4015		21697154			361	00103
1217 PHONE LEASE-PD	583.38	COMMUNICATIONS	101.4110.3100		21731899			361	00089
1217 PHONE LEASE-CL	183.81	COMMUNICATIONS	101.4051.3100		21731899			361	00090
1217 PHONE LEASE-BI	75.43	COMMUNICATIONS	101.4140.3100		21731899			361	00091
1217 PHONE LEASE-CH	193.66	COMMUNICATIONS	101.4094.3100		21731899			361	00092
1217 PHONE LEASE-MAYOR	23.65	COMMUNICATIONS	101.4021.3100		21731899			361	00093
1217 PHONE LEASE-EOC	164.34	COMMUNICATIONS	101.4191.3100		21731899			361	00094
1217 PHONE LEASE-PLAN	23.65	COMMUNICATIONS	101.4091.3100		21731899			361	00095
1217 PHONE LEASE-PD	65.56	COMMUNICATIONS	101.4120.3100		21731899			361	00096
1217 PHONE LEASE-PW	335.67	COMMUNICATIONS	101.4212.3100		21731899			361	00097
1217 PHONE LEASE-WTR	28.13	COMMUNICATIONS	703.4825.3100		21731899			361	00098
1217 PHONE LEASE-SWR	47.30	COMMUNICATIONS	709.4843.3100		21731899			361	00099
	2,114.23	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MCDOWALL COMFORT MANAGEM AC SERVER ROOM-CH	6,863.00	REPAIR & MAINTENANCE	101.4094.3700		601781	029505	P	361	00106
FURNACE REP-LIBRARY	155.00	REPAIR & MAINTENANCE	101.4095.3700		602026	029509	P	361	00108
BOILER REPAIR-WTP	2,769.03	REPAIR & MAINTENANCE	703.4822.3700		602130	028516	P	361	00107
	9,787.03	*VENDOR TOTAL							
MENARDS									
AIR FILTERS-CH HUMIDIFY	48.29	REPAIR & MAINTENANCE SUP	101.4094.2200		66248	029123	P	361	00114
BATTERIES (4)-FLASHLIGHT	28.37	REPAIR & MAINTENANCE	101.4110.3700		66382	000932	P	361	00113
112717 LUMBER-HOCKEY RNK	1,052.20	REPAIR & MAINTENANCE SUP	101.4552.2200		67146	029303	P	361	00111
112917 LUMBER-HOCKEY RNK	3,373.11	REPAIR & MAINTENANCE SUP	101.4552.2200		67370	029306	P	361	00110
THREADLOCKER-SP SWING	4.89	REPAIR & MAINTENANCE SUP	101.4552.2200		67441	029125	P	361	00112
SCAFFOLDING SETS (2)	338.00	CAPITAL EXPENDITURES	101.4212.5400		67874	020185	P	361	00109
	4,844.86	*VENDOR TOTAL							
MN COPY SYSTEMS									
1112-121117 PW COPIER	22.97	SERVICE CONTRACT	101.4212.4015		230927			361	00115
1112-121117 PW COPIER	14.36	SERVICE CONTRACT	703.4825.4015		230927			361	00116
1112-121117 PW COPIER	14.36	SERVICE CONTRACT	709.4843.4015		230927			361	00117
1112-121117 PW COPIER	5.74	SERVICE CONTRACTS	715.4224.4015		230927			361	00118
	57.43	*VENDOR TOTAL							
MN DEPT OF TRANSPORTATIO OIL-SPRAY PATCHER #475	4,357.05	REPAIR & MAINTENANCE SUP	101.4212.2200		446280	029304	P	361	00119
MN POLLUTION CONTROL AGE VIC REIMB - WELL #6	125.00	CAPITAL EXPENDITURES	703.4822.5400		10000038878	020180	P	361	00206
MN STATE FIRE DEPT ASSN 2018 DUES	264.00	MISC - DUES	101.4120.4010		1217	029223	P	361	00120
MN VALLEY TESTING LABORA 112017 WASTE WTR TESTS	684.20	SEWER TESTING	709.4843.4844		893934			361	00121
112917 WASTE WTR TESTS	205.40	SEWER TESTING	709.4843.4844		895327			361	00122
	889.60	*VENDOR TOTAL							
MOOSE FAMILY CENTER									
111817 MEALS-EMP RECOGNI	321.15	TRAINING/TRAVEL/HOTEL	101.4110.3200		111717			361	00213
111817 MEAL-EMP RECOGNIT	11.47	TRAINING/TRAVEL/HOTEL	101.4091.3200		111717			361	00216
111817 MEALS-EMP RECOGNI	68.82	TRAINING/TRAVEL/HOTEL	101.4212.3200		111717			361	00218
111817 MEALS-EMP RECOGNI	22.94	TRAINING/TRAVEL/HOTEL	703.4825.3200		111717			361	00219
111817 MEALS-EMP RECOGNI	22.94	TRAINING/TRAVEL/HOTEL	709.4843.3200		111717			361	00220
111817 MEALS-EMP RECOGNI	52.00	TRAINING/TRAVEL/HOTEL	101.4051.3200		111717			361	00221
111817 MEALS-EMP RECOGNI	68.82	TRAINING/TRAVEL/HOTEL	101.4011.3200		111717			361	00291
111817 MEALS-EMP RECOGNI	194.98	TRAINING/TRAVEL/HOTEL	101.4051.3200		111717			361	00292
111817 MEALS-EMP RECOGNI	240.86	TRAINING/TRAVEL/HOTEL	101.4120.3200		111717			361	00293
111817 MEALS-EMP RECOGNI	22.94	TRAINING/TRAVEL/HOTEL	101.4021.3200		111717			361	00294
	1,026.92	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MULTI MEDIA HOLDINGS COR 110417 PB HR ISD 742 VAR 111517 PB HR UNBANK LIC	89.38 73.27 162.65	ADVERTISEMENTS ADVERTISEMENTS *VENDOR TOTAL	101.4031.3300 101.4051.3300		0004948267 0004948267			361 361	00222 00223
POWERHOUSE OUTDOOR EQUIP BACKPACK BLOWER-PW	447.96	REPAIR & MAINTENANCE SUP	101.4212.2200		445272	029301	P	361	00123
RESTORE TECH CARPET CLEAN-CH LL	720.00	REPAIR & MAINTENANCE SUP	101.4094.2200		53651	029507	P	361	00124
SAM'S CLUB/SYNCHRONY BAN TV/TV MOUNT/ETC-PD	1,445.96	OFFICE SUPPLIES/POSTAGE	101.4110.2000		112917	000938	P	361	00125
SHIFT TECHNOLOGIES INC NETWORK SERVICE - PW NETWORK SERV-ADM COPIER	276.70 39.90 316.60	REPAIR & MAINTENANCE REPAIR & MAINTENANCE *VENDOR TOTAL	101.4212.3700 101.4051.3700		51457 51484			361 361	00224 00225
SITEONE LANDSCAPE SUPPLY DECRACTIVE LIGHTS (400)	97.20	REPAIR & MAINTENANCE SUP	101.4212.2200		85383904	029378	P	361	00126
ST CLOUD ACQUISITION COM SCBA CYLINDER HYDRO TEST	27.00	REPAIR & MAINTENANCE	101.4120.3700		1226816	029213	P	361	00127
STEARNS COUNTY AUDITOR T FORFETURE-COUNTY PORT FORFEITURE-STATE PORT	12.00 24.00 36.00	MISC - TITLE FEES MISC - TITLE FEES *VENDOR TOTAL	818.4110.4010 818.4110.4010		17603091 17603091	000936 000936	P P	361 361	00128 00129
TASC									
0101-03317 COBRA FEE-CL	9.01	HOSPITALIZATION INSURANC	101.4051.1500		IN1162445			361	00141
0101-03317 COBRA FEE-PL	1.96	HOSPITALIZATION INSURANC	101.4091.1500		IN1162445			361	00142
0101-03317 COBRA FEE-CH	0.98	HOSPITALIZATION INSURANC	101.4094.1500		IN1162445			361	00143
0101-03317 COBRA FEE-PD	37.53	HOSPITALIZATION INSURANC	101.4110.1500		IN1162445			361	00144
0101-03317 COBRA FEE-BI	1.96	HOSPITALIZATION INSURANC	101.4140.1500		IN1162445			361	00145
0101-03317 COBRA FEE-PW	10.92	HOSPITALIZATION INSURANC	101.4212.1500		IN1162445			361	00146
0101-03317 COBRA FEE-SN	2.15	HOSPITALIZATION INSURANC	101.4213.1500		IN1162445			361	00147
0101-03317 COBRA FEE-SS	0.50	HOSPITALIZATION INSURANC	715.4224.1500		IN1162445			361	00148
0101-03317 COBRA FEE- PK	2.76	HOSPITALIZATION INSURANC	101.4552.1500		IN1162445			361	00149
0101-03317 COBRA FEE-WTR	5.22	HOSPITALIZATION INSURANC	703.4825.1500		IN1162445			361	00150
0101-03317 COBRA FEE-SWR	3.60	HOSPITALIZATION INSURANC	709.4843.1500		IN1162445			361	00151
2018 RENEWAL FEE-CL	12.51	HOSPITALIZATION INSURANC	101.4051.1500		IN162445			361	00130
2018 RENEWAL FEE-PLAN	2.72	HOSPITALIZATION INSURANC	101.4091.1500		IN162445			361	00131
2018 RENEWAL FEE-CH	1.37	HOSPITALIZATION INSURANC	101.4094.1500		IN162445			361	00132
2018 RENEWAL FEE-PD	51.82	HOSPITALIZATION INSURANC	101.4110.1500		IN162445			361	00133
2018 RENEWAL FEE-BI	2.72	HOSPITALIZATION INSURANC	101.4140.1500		IN162445			361	00134
2018 RENEWAL FEE-PW	15.17	HOSPITALIZATION INSURANC	101.4212.1500		IN162445			361	00135
2018 RENEWAL FEE-SNOW	2.99	HOSPITALIZATION INSURANC	101.4213.1500		IN162445			361	00136
2018 RENEWAL FEE-ST SWR	0.69	HOSPITALIZATION INSURANC	715.4224.1500		IN162445			361	00137
2018 RENEWAL FEE-PARKS	3.81	HOSPITALIZATION INSURANC	101.4552.1500		IN162445			361	00138

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
TASC	2018 RENEWAL FEE-WTR	7.24	HOSPITALIZATION INSURANC	703.4825.1500		IN162445			361	00139
	2018 RENEWAL FEE-SWR	4.96	HOSPITALIZATION INSURANC	709.4843.1500		IN162445			361	00140
		182.59	*VENDOR TOTAL							
TWIN RIVER TIRE & AUTO I	TIRE REPL (1) #207	146.97	REPAIR & MAINTENANCE	101.4110.3700		G-0005466	000944	P	361	00154
ULINE	BARRICADE TAPE/ETC-SFTY	362.65	SAFETY	101.4212.2300		92304164	029294	P	361	00157
	J HOOKS/PEG BD/ETC-PW	726.84	REPAIR & MAINTENANCE SUP	101.4212.2200		92304164	029294	P	361	00158
	CABINET-PW	1,260.00	REPAIR & MAINTENANCE SUP	101.4212.2200		92304165	029309	P	361	00156
	CABLE TIES 14"	27.05	INVESTIGATIVE SUPPLIES	101.4110.2150		92497002	000948	P	361	00155
		2,376.54	*VENDOR TOTAL							
VERIZON WIRELESS SERVICE	1023-112217 CELLS-PD	776.51	COMMUNICATIONS	101.4110.3100		9796785697			361	00159
	1023-112217 CELLS-FD	16.88	COMMUNICATIONS	101.4120.3100		9796785697			361	00160
	1023-112217 CELLS-PLAN	60.84	COMMUNICATIONS	101.4091.3100		9796785697			361	00161
	1023-112217 CELLS-CL	60.84	COMMUNICATIONS	101.4051.3100		9796785697			361	00162
	1023-112217 CELLS-PW	133.76	COMMUNICATIONS	101.4212.3100		9796785697			361	00163
	1023-112217 CELLS-WTR	66.88	COMMUNICATIONS	703.4825.3100		9796785697			361	00164
	1023-112217 CELLS-SWR	66.88	COMMUNICATIONS	709.4843.3100		9796785697			361	00165
	1023-112217 BBAND-PW	35.01	COMMUNICATIONS	101.4212.3100		9796787313			361	00166
	1023-112217 BBAND-WTR	17.51	COMMUNICATIONS	703.4825.3100		9796787313			361	00167
	1023-112217 BBAND-SWR	17.50	COMMUNICATIONS	709.4843.3100		9796787313			361	00168
		1,252.61	*VENDOR TOTAL							
VISA	PUMP REPAIR-WTP	259.32	REPAIR & MAINTENANCE SUP	703.4824.2200		113017	029465	P	361	00178
	CHAIR MATS (3)-PW FAC	539.97	CAPITAL EXPENDITURES	101.4212.5400		113017	020160	P	361	00179
	GLASS MARKER BD-PW FAC	288.19	CAPITAL EXPENDITURES	101.4212.5400		113017	020159	P	361	00180
	BLANKETS (5)-EMERG DOG	32.17	REPAIR & MAINTENANCE SUP	101.4196.2200		113017	029278	P	361	00181
	BULLETIN BDS (2)-PW FAC	350.64	CAPITAL EXPENDITURES	101.4212.5400		113017	020162	P	361	00184
	WINTER HATS/ETC-SFTY	428.88	SAFETY	101.4212.2300		113017	029282	P	361	00186
	CLIP BOARDS/ETC-PW	105.15	REPAIR & MAINTENANCE SUP	101.4212.2200		113017	029282	P	361	00189
	SAFETY GLASSES/ETC	91.86	SAFETY	101.4212.2300		113017	029285	P	361	00191
	EAR PLUGS/ETC-SAFETY	90.97	SAFETY	101.4212.2300		113017	029286	P	361	00196
	JACKET/SW SHIRT-SAFETY	99.98	SAFETY	703.4822.2300		113017	029284	P	361	00198
	INSL BIB/HOODIE-SAFETY	89.98	SAFETY	703.4822.2300		113017	029283	P	361	00199
	INSL BIB/HOODIE-SAFETY	89.98	SAFETY	101.4212.2300		113017	029280	P	361	00201
	INSLULATED BIB-SAFETY	49.65	SAFETY	101.4212.2300		113017	029281	P	361	00202
	HOSE CLAMPS/ETC-PW	46.32	REPAIR & MAINTENANCE SUP	101.4212.2200		113017	029281	P	361	00204
	TOOL BOX/MAG TRAY #412	150.38	REPAIR & MAINTENANCE SUP	703.4822.2200		113017	029468	P	361	00205
	TOTES (10)	64.70	REPAIR & MAINTENANCE SUP	101.4212.2200		113017	020168	P	361	00207
	WASTE/SQUEEGEE CAN	159.34	CAPITAL EXPENDITURES	101.4212.5400		113017	020161	P	361	00208
	MOUSE/USB HUB-PW	64.98	OFFICE SUPPLIES/POSTAGE	101.4212.2000		113017	029521	P	361	00209
	GAS CANS/NO SPILL/ETC-PW	269.92	REPAIR & MAINTENANCE SUP	703.4825.2200		113017	029419	P	361	00210
	SCISSOR/POST-ITS/ETC-WTP	287.57	OFFICE SUPPLIES/POSTAGE	703.4825.2000		113017	029422	P	361	00211
	JACKET/GLOVES/ETC-SFTY	98.97	SAFETY	101.4212.2300		113017	029300	P	361	00212
	COPIER/INK-PW	91.35	OFFICE SUPPLIES/POSTAGE	703.4825.2000		113017	020179	P	361	00214

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
VISA	JOURNAL BOOK	13.95	OFFICE SUPPLIES/POSTAGE	703.4825.2000		113017				
	1211-121217 REG BOIL-SB	240.00	TRAINING/TRAVEL/HOTEL	101.4212.3200		113017	020178	P	361	00215
	110117 SNACKS-CIVIL S MT	3.19	TRAINING/TRAVEL/HOTEL	101.4051.3200		113017			361	00217
	1020-102617 HTL CREDIT	149.39CR	TRAINING/TRAVEL/HOTEL	101.4051.3200		113017			361	00227
	USB STICKS - ADMIN	18.35	OFFICE SUPPLIES/POSTAGE	101.4051.2000		113017			361	00228
	USB STICKS - ADMIN	17.81	OFFICE SUPPLIES/POSTAGE	703.4825.2000		113017	010113	P	361	00229
	USB STICKS - ADMIN	17.81	OFFICE SUPPLIES/POSTAGE	709.4843.2000		113017	010113	P	361	00230
	111417 SNACKS-PD INTERVI	47.10	TRAINING/TRAVEL/HOTEL	101.4110.3200		113017	010113	P	361	00231
	111417 FOOD-PD INTERVIEW	30.00	TRAINING/TRAVEL/HOTEL	101.4051.3200		113017			361	00232
	1115-111717 HTL-CGMC CON	207.50	TRAINING/TRAVEL/HOTEL	101.4051.3200		113017			361	00233
	111717 MEAL-CGMC CONF SJ	8.36	TRAINING/TRAVEL/HOTEL	101.4051.3200		113017			361	00234
	FRAMES-SERVICE AWARDS	30.03	OFFICE SUPPLIES/POSTAGE	101.4110.2000		113017	029076	P	361	00235
	GIFT CARDS-SERVICE AWARD	275.00	DUES & SUBSCRIPTIONS	101.4110.4010		113017	029076	P	361	00236
	FRAMES-SERVICE AWARDS	15.01	OFFICE SUPPLIES/POSTAGE	101.4212.2000		113017			361	00237
	GIFT CARDS-SERVICE AWARD	250.00	MISC - DUES	101.4212.4010		113017			361	00238
	FRAMES-SERVICE AWARDS	30.03	OFFICE SUPPLIES/POSTAGE	101.4120.2000		113017	029076	P	361	00239
	GIFT CARDS-SERVICE AWARD	175.00	MISC - DUES	101.4120.4010		113017	029076	P	361	00240
	FRAMES-SERVICE AWARDS	10.71	OFFICE SUPPLIES/POSTAGE	101.4051.2000		113017	029076	P	361	00241
	GIFT CARD-SERVICE AWARD	50.00	MISC - DUES	101.4051.4010		113017	029076	P	361	00242
	FRAME-SERVICE AWARD	7.50	OFFICE SUPPLIES/POSTAGE	703.4825.2000		113017	029076	P	361	00243
	GIFT CARD-SERVICE AWARD	87.50	MISC - DUES	703.4825.4010		113017	029076	P	361	00244
	GIFT CARD-SERVICE AWARD	87.50	MISC - DUES	709.4843.4010		113017	029076	P	361	00245
	1017-111617 MS ONLINE CL	245.00	SERVICE CONTRACT	101.4051.4015		113017	029076	P	361	00246
	1017-111617 MS ONLINE FD	105.00	SERVICE CONTRACT	101.4120.4015		113017			361	00247
	1017-111617 MS ONLINE BI	70.00	SERVICE CONTRACT	101.4140.4015		113017			361	00248
	1017-111617 MS ONLINE PW	175.00	SERVICE CONTRACT	101.4212.4015		113017			361	00249
	1017-111617 MS ONLINE WT	105.00	SERVICE CONTRACT	703.4825.4015		113017			361	00250
	1121-122017 ADOBE SUB-SJ	75.15	OTHER CONTRACTUAL SERVIC	101.4051.4070		113017			361	00251
	1121-122017 ADOBE SUB-MW	75.15	OTHER CONTRACTUAL SERVIC	101.4051.4070		113017			361	00252
	VISA 2 ANNUAL FEE	15.00	MISC - DUES	101.4051.4010		113017			361	00253
	110317 MEAL SX TRAFF-JT	8.18	TRAINING/TRAVEL/HOTEL	101.4110.3200		113017			361	00254
	110317 MEAL SX TRAFF-TJ	6.69	TRAINING/TRAVEL/HOTEL	101.4110.3200		113017			361	00257
	111617 MEAL BUL PRF M-DW	6.32	TRAINING/TRAVEL/HOTEL	101.4110.3200		113017			361	00258
	111517 GAS BUL PRF M-DW	20.21	TRAINING/TRAVEL/HOTEL	101.4110.3200		113017			361	00259
	TONER CARTRIDGES (2)	107.95	OFFICE SUPPLIES/POSTAGE	101.4110.2000		113017			361	00260
	UNIFORM CARDIGAN-MS	47.96	UNIFORMS	101.4110.2120		113017	000933	P	361	00261
		6,285.84	*VENDOR TOTAL						361	00262
WEST	CENTRAL SANITATION									
	1117 10 ROLLOFFS/DISPOSA	2,667.44	OTHER CONTRACTUAL SERVIC	101.4223.4070		11068832			361	00256
	1117 REFUSE 1545 PICKUPS	26,042.44	OTHER CONTRACTUAL SERVIC	101.4223.4070		113017			361	00255
		28,709.88	*VENDOR TOTAL							
XCEL	ENERGY									
	1019-111917 GR OAK DR	215.86	PUBLIC UTILITY SERVICES	101.4217.3600		570290861			361	00265
	1023-112117 860 17 AV S	39.26	PUBLIC UTILITY SERVICES	101.4217.3600		570692662			361	00266
	1018-111617 GILLITZER	113.95	PUBLIC UTILITY SERVICES	101.4094.3600		570692662			361	00267
	1019-111917 WTP	6,413.07	PUBLIC UTILITY SERVICES	703.4822.3600		570726743			361	00268

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
XCEL ENERGY								
	1104-120317 STR LIGHTS	7,398.48	PUBLIC UTILITY SERVICES	101.4217.3600		571708266		
	1018-111817 PW FACILITY	3,422.59	PUBLIC UTILITY SERVICES	101.4212.3600		571815934		361 00263
	1018-111617 WTR TOWERS	380.23	PUBLIC UTILITY SERVICES	703.4824.3600		571934668		361 00269
	1018-111817 LIFT STATION	338.04	PUBLIC UTILITY SERVICES	709.4841.3600		571934668		361 00270
	1021-111817 PARKS	1,363.44	PUBLIC UTILITY SERVICES	101.4552.3600		571934668		361 00271
	1019-111917 RIVERS EDGE	11.02	PUBLIC UTILITY SERVICES	101.4552.3600		571934668		361 00272
	1019-111917 BARTZ PARK	11.02	PUBLIC UTILITY SERVICES	101.4552.3600		571934668		361 00273
	1019-111917 GARAGES	792.07	PUBLIC UTILITY SERVICES	101.4212.3600		571934668		361 00274
	1019-111917 WELLHOUSES	171.75	PUBLIC UTILITY SERVICES	703.4822.3600		571934668		361 00275
	1019-111817 OLD WTP	139.47	PUBLIC UTILITY SERVICES	703.4822.3600		571934668		361 00276
	1018-111617 TRAFF SIGNAL	542.70	PUBLIC UTILITY SERVICES	101.4216.3600		571934668		361 00277
	1021-111817 CITY HALL	726.50	PUBLIC UTILITY SERVICES	101.4094.3600		571934668		361 00278
	1021-111817 CITY HALL	93.74	PUBLIC UTILITY SERVICES	101.4051.3600		571934668		361 00279
	1021-111817 CITY HALL	445.27	PUBLIC UTILITY SERVICES	101.4120.3600		571934668		361 00280
	1021-111817 CITY HALL	1,007.73	PUBLIC UTILITY SERVICES	101.4110.3600		571934668		361 00281
	1021-111817 CITY HALL	23.44	PUBLIC UTILITY SERVICES	101.4140.3600		571934668		361 00282
	1021-111817 CITY HALL	23.44	PUBLIC UTILITY SERVICES	703.4825.3600		571934668		361 00283
	1021-111817 CITY HALL	23.43	PUBLIC UTILITY SERVICES	709.4843.3600		571934668		361 00284
	1019-111917 LIBRARY	381.75	PUBLIC UTILITY SERVICES	101.4095.3600		571934668		361 00285
	1019-111917 STR LIGHTS	879.91	PUBLIC UTILITY SERVICES	101.4217.3600		571934668		361 00286
	1026-112717 810 3 ST N	8.82	PUBLIC UTILITY SERVICES	101.4217.3600		571934668		361 00287
	1021-111817 SPLASH PAD	541.30	PUBLIC UTILITY SERVICES	101.4554.3600		571934668		361 00288
	1018-111617 201 3 ST N	63.91	PUBLIC UTILITY SERVICES	101.4094.3600		571934668		361 00289
		25,572.19	*VENDOR TOTAL					

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Schedule of Bills

CITY OF WAITE PARK
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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
REPORT TOTALS:		186,774.58								

RECORDS PRINTED - 000294

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	159,369.33
601	HOTEL MOTEL TAX	1,830.08
703	WATER FUND	18,376.99
709	SEWER FUND	6,801.42
715	STORMWATER FUND	360.76
818	FORFEITURES	36.00
TOTAL ALL FUNDS		186,774.58

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	186,774.58
TOTAL ALL BANKS		186,774.58

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

DATE APPROVED BY
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.....

Agenda Item No. 7

Issue: Administrator Update

Updates will be presented at the time of the meeting.

*Consider Gas and Electric Franchise Ordinance in January

*January 22nd, 2018 Next Planned Council Meeting

ADJOURNMENT

Respectfully submitted,

Shaunna Johnson, Administrator