



**WORK SESSION**  
**4:00 P.M. Upper Level Conference Room**

**WAITE PARK CITY COUNCIL AGENDA**  
**MONDAY, APRIL 3, 2017 - 6:30 P.M.**

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

Review and approve, April 3, 2017 Council Agenda

1. Consent Agenda:

Recommended action: approval of following items

- A. Approve Council Minutes of March 6, 2017
- B. Approve Council Minutes of March 22, 2017
- C. Approve 2017 Property Casualty Insurance Renewal
- D. Approve Plans and Specifications for 2017 Cloud Park Street Improvement
- E. Approve Lake Wobegon Trail Extension Plan Resolution
- F. Approve Massage License for Hai Lan Massage LLC at 125 Waite Avenue North
- G. Approve Joint Powers Agreement Central MN Violent Offender Task Force
- H. Approve Joint Powers Agreement with Sherburne County Crime Analysis Unit
- I. Approve Purchase of Officer Protective Equipment
- J. Approve Temporary Liquor License for Waite Park Family Fun Fest
- K. Approve Classification and Sale of Forfeited Lands at 249 34<sup>th</sup> Avenue South
- L. Approve Landscape Coordinator Contract
- M. Approve Babe Ruth Agreement
- N. Approve CMACC Contract

2. Patrick Henry – Homeless Awareness Presentation



3. Ordinance Amendments and Additions
  - A. Ordinance 94 Amendments – Open Burning Restrictions
  - B. Ordinance 52 Amendments- Zoning Amendments
  - C. Ordinance 53 Amendments- Sign Regulations
  - D. Establishment of I-3 28<sup>th</sup> Avenue Corridor District and Rezoning of Parcels from I-1 Light Industrial District and B-2 Commercial/General Business District to I-3, 28<sup>th</sup> Avenue Corridor District
4. Preliminary and Final Plat for St Cloud Area Early Childhood Center
5. Amendment to Planned Unit Development for Ground/Elevated Monument Signage for Silver Leaf Lodging Group LLC
6. Nuisance Abatement Hearing – Utilization of Anderson Trucking Properties by Copart – Old Highway Road North
7. Public Works Items
  - 7A. Salt Building
  - 7B. Equipment Purchases from Budget
  - 7C. Change Order #2 for Public Works Facility
8. Council/Mayor
  - A. Review and Approve Bills
9. Administrator
  - A. Update

ADJOURN

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

**PLEDGE OF ALLEGIANCE  
OPEN FORUM**

**Review and Approve April 3, 2017 City Council Agenda**

Councilmember \_\_\_\_\_ moved that the Council Agenda for April 3, 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
- A. Approve Council Minutes of March 6, 2017
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  - K. Approve Classification and Sale of Forfeited Lands at 249 34<sup>th</sup> Avenue South
  - L. Approve Landscape Coordinator Contract
  - M. Approve Babe Ruth Agreement
  - N. Approve CMAACC Contract

Councilmember \_\_\_\_\_ moved that the Consent Agenda, as presented, be approved.  
Councilmember \_\_\_\_\_ seconded the motion.

**ROLL CALL**

Councilmember Michael Linquist \_\_\_\_\_  
Councilmember Charles Schneider \_\_\_\_\_  
Councilmember Vic Schulz \_\_\_\_\_  
Councilmember Frank Theisen \_\_\_\_\_  
Mayor Richard Miller \_\_\_\_\_  
Motion (Approved) (Denied)

**WAITE PARK CITY COUNCIL MEETING**

**MARCH 6, 2017**

A meeting of the Waite Park City Council was held at Waite Park City Hall on Monday, March 6, 2017 beginning at 6:30 PM.

**MEMBERS PRESENT**

Members present were Mayor Miller, Councilmembers Linquist, Schneider, Schulz and Theisen

**CITY REPRESENTATIVES PRESENT**

City Representatives present were City Administrator Johnson, Chief of Police Bentrud, Public Works Director Schluezn, Planning and Community Development Director Noerenberg, Attorney Hansmeier, SEH Engineer Wotzka

**OTHERS PRESENT**

There were no signatures on an attendance sheet.

**OPEN FORUM**

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

**COUNCIL AGENDA**

Motion by Member Schulz, second by Member Schneider, to approve the 3/6/17 Council Agenda as amended.

- 5.B. (Add) Lexipol Police Department Policy and Procedure Manual
- 5.C. (Add) Change Order for Public Works Facility

The motion carried unanimously.

**1. CONSENT AGENDA**

Motion by Member Theisen, second by Member Schneider, to approve the following 2/6/17 Consent Agenda items:

- 1.A. (Pulled for voting purposes – regarding Special Council Meeting Minutes of January 30, 2017)
- 1.B. Approved Council Minutes of February 6, 2017
- 1.C. (Pulled for discussion – regarding resolution authorizing Haley Miller to remain on Police and Fire PERA)
- 1.D. Approved Tobacco Licenses for Northern Tier Retail at 29 3<sup>rd</sup> St NE, 107 28<sup>th</sup> Ave S, 1435 Division, 1013 2<sup>nd</sup> St S
- 1.E. Approved 3.2 Malt Liquor License for Northern Tier Retail at 1435 Division Street

The motion carried unanimously.

**1.A. SPECIAL COUNCIL MEETING MINUTES OF JANUARY 30, 2017**

Member Linquist stated he was not at the meeting and his name should be taken off of the draft minutes.

Motion by Member Theisen, second by Member Schneider, to approve the Special Council Meeting Minutes of January 30, 2017.

Ayes: Mayor Miller, Members Schneider, Schulz, Theisen

Nays: None

Abstained: Member Linquist

The motion carried.

### **1.C. RESOLUTION AUTHORIZING HALEY MILLER TO REMAIN ON POLICE AND FIRE PERA**

Member Linquist stated in years past if you were a part-time police officer working in the City, you did not receive PERA. He asked if this has changed. City Administrator Johnson stated that Haley Miller is eligible for PERA under state statute, but because she has changed from full-time to part-time employment, the Council is required to pass a resolution that indicates she is able to stay on the Police and Fire PERA otherwise she is required to move from the Police and Fire PERA to the Coordinated PERA plan. In the past, the Council has allowed part-time police officers to stay on the Police and Fire PERA. The rate is based on the employee's salary.

Motion by Member Linquist, second by Member Theisen, to approve the Resolution authorizing Haley Miller to remain on Police and Fire PERA. The motion carried unanimously. **(RESOLUTION NO. 030617-01)**

### **2. REQUEST TO HARBOR 3 DOGS AT 126 5<sup>TH</sup> AVE NORTH**

Ashley Johnson is requesting the Council to consider allowing her to house 3 dogs in her home as they just moved into the city and have had the 3 dogs for a number of years and one of the dogs is a therapy dog. The City Ordinance allows homeowners to have 2 dogs and that any additional animals would require Council approval. A copy of a letter was presented requesting this consideration.

Chief of Police Benrud stated there have been no issues at this property. Discussion was held on whether therapy/service dogs are counted in the maximum number of dogs allowed on a property. The City Ordinance does not delineate between dogs as pets versus service dogs.

Motion by Member Schneider, second by Member Linquist, to allow Ashley Johnson to house 3 dogs at 126 5<sup>th</sup> Avenue North. The motion carried unanimously.

### **3. CONDITIONAL USE PERMIT – BILLBOARD IN OFF-PREMISE SIGN CORRIDOR – FRANKLIN OUTDOOR ADVERTISING AND BRUCE HAGBERG**

Franklin Outdoor Advertising, with permission of the property owner, has submitted an application to allow an off-premise sign (billboard) within the established Off-Premise Sign Corridor. The subject area is owned by the Hagberg family and is located on the western side of Highway 23, across from the entrance area to The Grande Depot. This area was annexed into the City as of December 31, 2016 and Staff was aware that there was interest in pursuing installation of new billboards in several areas of the newly-annexed area.

Installation of off-premise signage is required to go through the Conditional Use Permit process, and the sign ordinance establishes criteria which billboards must meet, including maximum sign face dimensions, setbacks, heights above grade, and minimum distances from residential districts or public or religious buildings. Also required are minimum distances between billboards, with 1,000 feet being required between "static" (non-digital) billboards. Digital billboards must be 2,000 feet from another digital billboard and 1,000 feet from another static billboard.

The proposed billboard is located nearly 2,000 feet away from the nearest off-premise billboard sign, which is located to the north. The proposal is for a static "V-style" billboard with two sign faces, one each facing north and south, which is the most common billboard design in this area. The applicants have been advised that due to the increased distances required between digital billboards, that in the event that a digital billboard is approved in a nearby area it may limit the future ability to convert the proposed billboard to a digital system, as is occasionally done. The applicants have noted they recognize this and are only interested in the static arrangement at this time.

The proposed location has received approval from MnDOT and has a permit to proceed with the installation which is valid until June 30th, 2017. The proposed setbacks meet City ordinance requirements. However, the sign face dimensions noted on the MnDOT application will need to be revised slightly to meet City standards. The MnDOT application lists proposed sign face sizes of 10' high and 40' wide, for a total of 400 square feet. City maximums are 12' high and 36' wide, with a maximum area of each sign face of 400 square feet.

The Planning Commission reviewed the request at their February 14, 2017 meeting and recommended approval of the request with the conditions as submitted. No concerns were submitted during the public hearing.

### **3. CONDITIONAL USE PERMIT – BILLBOARD IN OFF-PREMISE SIGN CORRIDOR – FRANKLIN OUTDOOR ADVERTISING AND BRUCE HAGBERG (Cont'd.)**

Staff recommends approval of the conditional use permit to allow an off-premise sign (billboard) in the Off-Premise Sign Corridor with the following conditions:

1. A permit from the City of Waite Park shall be obtained prior to fabrication or installation of the billboard structure. Permit will not be issued unless valid MnDOT Advertising Device Permit is on file with City of Waite Park.
2. Applicant and City staff shall demonstrate that all billboards owned/operated by Franklin Outdoor Advertising have paid necessary annual licensing fees prior to issuance of permit.
3. Proposed sign face dimensions shall be revised to reflect maximum sizes of 12' height, 36' wide, not to exceed 400 square feet per City ordinance.
4. Total height of the billboard shall not exceed 36 feet above grade of adjacent southbound lane of Highway 23.
5. No more than one sign per face shall be installed at any time.
6. Future conversion to digital display requires separate review and permit via City staff. Potential to convert to digital display may be limited by other existing nearby off-premise sign installations.
7. Proposed off-premise sign is subject to annual licensing by City and payment of fee as established in Schedule of Fees and updated from time to time.

Discussion was held on whether this would interfere with the Billboard Ordinance. Planning and Community Development Director Noerenberg stated he doesn't foresee it being an issue.

Motion by Member Linquist, second by Member Schulz to approve the request for a Conditional Use Permit to allow an off-premise sign in the established Off-Premise Sign Corridor with the following Staff recommendations and Findings of Fact:

1. A permit from the City of Waite Park shall be obtained prior to fabrication or installation of the billboard structure. Permit will not be issued unless valid MnDOT Advertising Device Permit is on file with City of Waite Park.
2. Applicant and City staff shall demonstrate that all billboards owned/operated by Franklin Outdoor Advertising have paid necessary annual licensing fees prior to issuance of permit.
3. Proposed sign face dimensions shall be revised to reflect maximum sizes of 12' height, 36' wide, not to exceed 400 square feet per City ordinance.
4. Total height of the billboard shall not exceed 36 feet above grade of adjacent southbound lane of Highway 23.
5. No more than one sign per face shall be installed at any time.
6. Future conversion to digital display requires separate review and permit via City staff. Potential to convert to digital display may be limited by other existing nearby off-premise sign installations.
7. Proposed off-premise sign is subject to annual licensing by City and payment of fee as established in Schedule of Fees and updated from time to time.

The motion carried unanimously.

### **4. DELEGATION AGREEMENT ADDENDUM AND INSPECTION SERVICES AGREEMENT REGARDING LODGING SERVICES**

The City of Waite Park has requested support from Steams County in becoming the licensing authority for lodging facilities within the City of Waite Park. The County of Steams is presently the licensing authority pursuant to a delegation agreement with the Minnesota Department of Health. The proposed addendum to the delegation agreement was presented that will allow the City of Waite Park to issue, administer and enforce lodging licenses. The Minnesota Department of Health has not yet approved the addendum. Also, the City of Waite Park desires to contract with Steams County to continue conducting the lodging inspections. A proposed agreement for lodging inspection services was also presented.

Motion by Member Schneider, second by Member Theisen, to approve the Delegation Agreement Addendum and Inspection Services Agreement, and to grant authority to the Mayor and City Administrator to sign the agreements and to grant authority to the Mayor and City Administrator with

#### **4. DELEGATION AGREEMENT ADDENDUM AND INSPECTION SERVICES AGREEMENT REGARDING LODGING SERVICES (Cont'd.)**

assistance of the City Attorney to seek approval from the Minnesota Department for Health for such delegation. The motion carried unanimously.

#### **5. COUNCIL/MAYOR**

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

Motion by Member Theisen, second by Member Schneider, to authorize payment of the accounts payable list (0217D1, 0217D2, 0217D3, 0217D4). The motion carried unanimously.

Mayor Miller stated a thank you letter was received from CentraCare Health for the donation to their Child Advocacy Program.

##### **5.B. LEXIPOL POLICE DEPARTMENT POLICY AND PROCEDURE MANUAL**

Lexipol is a national company that assists agencies in maintaining a current policy and procedure manual. In the City's case, it is also Minnesota case law specific. Staff is requesting that the Council approve the Police Department to enter into an agreement with Lexipol to assist the department with their department policy and procedure manual. The cost to for this service will be approximately \$9,000.

Motion by Member Schulz, second by Member Linnquist, to approve the Police Department to enter into an agreement with Lexipol to assist the department with their department policy and procedure manual. The motion carried unanimously.

##### **5.C. CHANGE ORDER FOR PUBLIC WORKS FACILITY**

Public Works Director Schluenz presented a change order for the new Public Works Facility to put in two doors to secure the public area from the rest of the building with a cost not to exceed \$12,000. The doors will be locked with a key. Member Linnquist felt \$12,000 was a high cost.

Motion by Member Schulz, second by Member Schneider, to approve the Change Order to put in two doors in the Public Works Facility to secure the public area from the rest of the building with a cost not to exceed \$12,000.

Ayes: Mayor Miller, Members Schneider, Schulz, Theisen

Nays: Member Linnquist

Abstained: None

The motion carried.

#### **6. ADMINISTRATOR**

##### **6.A. UPDATE**

City Administrator Johnson reviewed the following:

- On March 9, 2017 Council Members and Staff will be at the State Capitol to lobby for the bonding request on the amphitheater. Staff is also waiting for an update regarding prosed costs for the amphitheater.
- There may be another work session in March for Firefighter and Captain interviews.
- City Administrator Johnson will be attending the MCMA Leadership Institute March 19<sup>th</sup> through the 24<sup>th</sup>.

Member Schneider questioned a program he heard about to be able to acquire smartphones for the police officers at no cost through a Federal initiative and the program will expire at the end of March. City Administrator Johnson stated she was not aware of the program. Discussion was held on whether to acquire the phones now or not. City Administrator Johnson explained the importance of putting policies and procedures in place to deal with data, usage, procedures, etc. before the phones are in use. She also stated she does not know of another City in the area that has acquired smartphones for every police officer in their City. Discussion was also held on whether the smartphones should be given to all police officers or just to the sergeants and investigators. City Administrator Johnson also stated they have a meeting set up with Verizon to discuss these issues.

Member Linnquist questioned where the Council Chambers project is at. City Administrator Johnson stated there is an RFQ out right now on the council dais that is due in by March 15<sup>th</sup>. The tentative timeframe for construction would be the beginning of May through the middle of July.

**ADJOURNMENT**

Mayor Miller declared the meeting adjourned at 7:01 p.m.

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Richard E. Miller  
Mayor

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Shaunna Johnson  
City Administrator

*DRAFT*

**WAITE PARK CITY COUNCIL SPECIAL MEETING**

**MARCH 22, 2017**

A meeting of the Waite Park City Council was held at Waite Park City Hall on Wednesday, March 22, 2017 beginning at 6:15 PM.

**MEMBERS PRESENT**

Members present were Mayor Miller, Councilmembers Linquist and Schulz

**CITY REPRESENTATIVES PRESENT**

City Representatives present were Deputy Clerk-Treasurer Virnig, Chief of Police Bentrud

**OTHERS PRESENT**

There were no signatures on an attendance sheet.

**SPECIAL RECOGNITION EVENT**

Chief of Police Bentrud and St. Cloud Mayor Dave Kleis presented three firefighters and five police officers who responded to the Crossroads Mall stabbing incident last year with a Certificate of Appreciation. Mayor Kleis stated 159 people responded to the Crossroads Mall stabbing incident, which came from 25 different agencies. St. Cloud Firefighter Greg Newinski and Police Officer Greg Klinefelter also thanked the group for their service. Waite Park Fire Chief Jim Aleshire and Firefighters Brian LaBuda and Cody Backer received a Certificate of Appreciation. Waite Park Police Sergeant Pat Grossback and Police Officers Joanna Bigler, Tony Reznicek, Jason Thompson and Preston Voigt also received Certificates of Appreciation.

Also acknowledged and appreciated were all of the area's police and fire mutual aid groups that help at incidents from time to time.

**COUNCIL AGENDA**

Motion by Member Linquist, second by Member Schulz, to approve the 3/22/17 Council Agenda as presented. The motion carried unanimously by those members present.

**1. CONSIDERATION OF FIRE DEPARTMENT APPOINTMENTS FOR FIRE FIGHTER AND FIRE CAPTIAN POSITIONS**

Motion by Member Schulz, second by Member Linquist, to approve the hiring of Bradley DeGagne, Brianna Larkin and Alberto Moreno for firefighter positions, with conditions of passing the background and medical checks, and other administrative requirements. The motion carried unanimously by those members present.

Motion by Member Linquist, second by Member Schulz, to appoint Stanley Glass to a fire captain position effective April 5, 2017. The motion carried unanimously by those members present.

**ADJOURNMENT**

Mayor Miller declared the meeting adjourned at 6:27 p.m.

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Richard E. Miller  
Mayor

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Karla Virnig  
Deputy Clerk-Treasuer

**Consent Agenda Item C: 2017 Property Casualty Insurance Renewal**

Attached is the Property Casualty Insurance Renewal Information.

**CONSENT AGENDA ITEM B. – 2017 PROPERTY CASUALTY INSURANCE**

**Property Casualty Insurance – Premium Options (Per LMC/John Omann 1/26/16)**

(Cost for current provisions...)

	<b><u>PREMIUM</u></b>
City's current coverage provides for \$2,500 deductible per occurrence – (includes Open Meeting Law coverage)	\$175,149.00 **

**The following OPTIONS are available:**

\* If City would want to go with a \$5,000 deductible the premium would be - \$164,352.00  
(instead of \$175,149.00 above – need to weigh possible  
claims versus the \$10,797.00 premium savings)

For additional \$1,000,000 umbrella \$ 23,623.00

Equipment breakdown coverage (\$2,500 Deductible) \$ 4,357.00

No fault water/sewer coverage – A No Fault Sewer Back-up Coverage Application would need to be completed before a quote is given.

Traffic signals & street lights that City owns – example of possible storm if lights would be damaged and need of replacement or repair \$0.801 per \$100 of coverage

Fire hydrants – (in case of hit/run or damage to hydrant) \$0.020 per \$100 of coverage



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Subject to Council opinion or recommendation regarding additional options or to change deductible, staff will proceed with processing payment for same coverage provisions as for 2016.



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SINCE 1913

## LIABILITY COVERAGE – WAIVER FORM

LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to [pstech@lmc.org](mailto:pstech@lmc.org)

This decision must be made by the member's governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.*

*If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*

- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

City of Waite Park selects liability coverage limits of \$1,500,000.00 from the League of Minnesota Cities Insurance Trust (LMCIT).

Check one:

The member DOES NOT WAIVE the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.

The member WAIVES the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting 4-3-17

Signature \_\_\_\_\_

Position City Administrator

**Consent Agenda Item D:** Plans and Specifications for 2017 Cloud Park Street Improvement

This project is in the Capital Improvement Plan (CIP) for construction in 2017. The project includes the removal of the existing bituminous and replacement with new on 6<sup>th</sup> Avenue South from 2<sup>nd</sup> Street South to 3<sup>rd</sup> Street South, and all of the streets within the Cloud Park subdivision. In addition, curb and sidewalk repairs will be made. The budgeted project cost in the CIP is \$420,000. If the Council desires to process with the project, staff recommends authorizing SEH to prepare Plans and Specifications for the 2017 Street Improvements.

**Consent Agenda Item E:** Lake Wobegon Trail Extension Plan Resolution

Attached is a resolution the County is requesting that the City approve as part of the Lake Wobegon Trail project. The resolution is needed as part of the overall project.

**RESOLUTION NO. 040317-\_\_**

**RESOLUTION APPROVING COUNTY PROJECT WITHIN MUNICIPAL  
CORPORATE LIMITS**

WHEREAS, plans for Project No. S.P. 073-090-010 showing proposed alignment, profile grades and cross sections for the extension of the Lake Wobegon Regional Trail within the limits of the City of Waite Park as a Federal Aid Project have been prepared and presented to the City.

NOW, THEREFORE, BE IT RESOLVED that said plans be in all things approved.

Adopted by the City Council this 3<sup>rd</sup> day of April 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.

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 04/03/2017.

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

**Consent Agenda Item F:** New Massage Enterprise License at 125 Waite Ave North

Massage Enterprise Hai Lan Massage LLC will be leasing a space located at 125 Waite Ave N, Waite Park. Jian Li Guo is the owner of Hai Lan Massage LLC. Background and Credit checks have been run for Hai Lan Massage LLC. We are waiting on some additional background checks from California. All fees have been paid and staff recommends this Massage Enterprise be approved contingent upon background check being completed and approval by the Chief of Police, Dave Bentrud.

**Consent Agenda Item G:** Joint Powers Agreement Central MN Violent Offender Task Force

The City of Waite Park, as a result of our collaboration with the Metro Cities, is considered a participant in the Central Minnesota Violent Offender Task Force (VOTF).

This agreement is acknowledgment of our status as a participant in the Central Minnesota Violent Offender Task Force along with five counties and five other municipalities. The City has been an active participant in VOTF for several years so this agreement does not represent a new initiative rather an updating of an agreement that has existed for some time. Updates to this agreement were adopted by the VOTF Board and have been approved by the other participating agencies. Further, signing this agreement does not involve an increased financial cost to the city.

This agreement is not to be confused with the Metro Cities Joint Powers Agreement for the Violent Offender Task Force Officer signed in June 2016. This particular agreement outlines how the metro cities of Sartell, Sauk Rapids, St. Joseph and Waite Park share the cost of one officer appointment to VOTF. This Metro Cities agreement remains in place and is not replaced or supplanted by this agreement.

This agreement was reviewed by our City Attorney in January 2017 and was determined to be comprehensive. Staff recommends approval of this agreement.

**JOINT POWERS AGREEMENT TO FORM THE CENTRAL MINNESOTA  
VIOLENT OFFENDER TASK FORCE**

WHEREAS, Minn. Stat. §387.03 requires that the sheriff of each county shall keep and preserve the peace of the county and perform all of the duties pertaining to the office; and;

WHEREAS, Minn. Stat. §412.221, Subd. 32, empowers the city to prevent crime and to provide for the protection of property and the promotion of health, safety, order and convenience; and,

WHEREAS, Minn. Stat. §436.05 provides that the city can contract with the county for the performance of police service within the city by the sheriff; and,

WHEREAS, Minn. Stat. §471.59 provides that cities and counties may jointly exercise any power common to each or any similar powers;

NOW, THEREFORE, BE IT RESOLVED by the county boards of Benton, Morrison, Todd, Stearns and Sherburne Counties, and the city council of the cities of Sartell, Sauk Rapids, Waite Park, St Joseph, St. Cloud and Little Falls, hereinafter called the parties or member parties, as follow:

**I. Purpose**

The Central Minnesota Violent Offender Task Force (hereinafter called "Task Force") is formed to investigate, identify and disrupt illegal drug and gang activity within the cities of Little Falls, St. Cloud, Sartell, Sauk Rapids, Waite Park and St. Joseph and counties of Benton, Todd, Stearns, Sherburne and Morrison. The foregoing jurisdictions are known as the Participating Agencies. The Participating Agencies promote cooperative law enforcement through multi-jurisdictional investigations in Central Minnesota.

The Task Force is governed by the Task Force Board of Directors (Board). The Board is a joint powers board established under Minn. Stat. §471.59. The predecessor to this Task Force was an entity known as the Major Crimes Investigation Unit (MCIU). The business of the MCIU that had been conducted shall now be conducted by the Central Minnesota Violent Offender Task Force. The purpose for the dual designation is that the federal tax identification number and the yearly grant are placed in the name of the MCIU.

The Board meets **bi-monthly** and reviews the activities of the Task Force. The By-Laws and Task Force Policies and Guidelines address staffing, supervision, equipment, accounting, management of confidential funds and daily operations. All actions shall be conducted in a manner consistent with federal and state regulations for grant program funds. All Task Force accounts shall be annually audited by an independent auditor.

## **II. Task Force Board**

The members of the Board shall be the sheriff of each member county, a county attorney from a member county as the advisor to the Task Force, the chief of police for the Little Falls Police Department, the chief of police for the City of St. Cloud and one representative from among the chiefs of police of Sartell, Sauk Rapids, Waite Park and St. Joseph. The board member from the chief of police of Sartell, Sauk Rapids, Waite Park and St. Joseph will be selected annually by a majority vote of the chiefs of police. The Board may have as ex-officio members the following: the Sherburne County Attorney, a Sherburne County Commissioner, the St. Cloud City

Attorney, a member of the St. Cloud City Council, and other law enforcement representatives as the Board deems appropriate.

The Board shall elect a chair which shall be the Board Chair, and a Secretary and Treasurer from among its members. Said officers shall serve a one-year term of office and may serve more than one term. The Board Chair shall be responsible for conducting the business meetings, documenting meeting minutes and maintaining frequent communication with the members of the Board and the Task Force Commander. The Board Chair, at each of the business meetings, shall review operational activities and expenditures and discuss relevant issues to the Task Force. In the absence of the Board Chair, the duties may be assumed by the Secretary of the Board, or in their absence, the Treasurer.

The Chain of Command shall be as follows: The Board, the Board Chair, the Task Force Commander, the Team Leader and the investigators. If the Task Force Commander requires direction, he may seek such direction from the Board Chair. In the absence of the Board Chair, the Secretary, or in their absence, the Treasurer. In the absence or unavailability of an officer of the Board, the Commander may contact the Task Force Commander's Sheriff or other Board member for advice and direction.

All actions of the Board shall be consistent with this Joint Powers Agreement, its By-Laws and Task Force Policies and Guidelines. The Board shall adopt such By-Laws and operating rules as it deems necessary. The Task Force operations shall adhere to the Gang/Drug Oversight Council Guidelines as minimum professional guidelines. The Board shall establish the mission and the goals of the Task Force and shall monitor the progress toward the Task Force goals. The Board shall be responsible for the records

management system, the statistical records and all financial reports. All Task Force policies and procedures shall be adopted by the Board as well as any amendments thereto.

The Board may receive and disburse public funds, private donations and grants to carry out the purposes of this Agreement. The Board shall be strictly accountable to the Participating Agencies for all funds and shall report to the parties hereto on all receipts and disbursements. The reporting period shall be the calendar year. Contracts let and purchases made by the Board shall conform to Minn. Stat. §471.345 (Uniform Municipal Contracting Law). The Treasurer who will be the fiscal agent shall be elected annually by the Board. The Board may elect a fiscal agent upon motion and approval of the majority vote of the Board and consent of the Board member being asked to be the fiscal agent.

The Board shall meet on the call of the Chair or on written notice by any three Board members.

The majority of the Board shall constitute a quorum for a meeting. A majority vote of the full Board shall be necessary to approve a motion. A meeting of the Board shall be required to transact business.

### **III. Non-Waiver of Immunities**

The joining of the Participating Agencies in this Joint Powers Agreement shall not waive any immunities that the parties may enjoy under statute or common law, nor shall the joinder of the parties constitute a "stacking" of any insurance each party carries for their own benefit and/or that of its agents and employees.

### **IV. Task Force Officers**

Participating Agencies can assign one or more officers to the Task Force. Any change or addition of officers will be voted on by the Board. The Commander shall be a licensed police officers appointed by the Board. The Commander, pursuant to the Operating Procedures and Guidelines Manual as adopted by the Board, shall be a full-time Task Force Commander with the operational direction of the Unit (See 1-01 Organizational Structure). Two Team Leaders shall be appointed by the Board to assist the Commander with daily operations.

Employees who are assigned to the Task Force shall be entitled to the same salary and benefits to which they would otherwise be entitled and shall remain employees of the assigning agency for all other purposes except that the supervision of their duties during the period of detail may be governed pursuant to this Agreement. Employees who are assigned will be "Task Force Officers."

Participation of an assigning agency's employee in the Task Force is deemed to advance the interests of the assigning agency. Therefore, participation of an assigning agency's officer in the Task Force is deemed to be in the course of the officer's employment with the assigning agency.

#### **V. Task Force Officers**

Task Force Officers assigned to the Task Force shall be under the command of the Team Leaders and the Task Force Commander.

Task Force Officers shall prepare and submit their investigation reports to the Task Force Team Leader.

#### **VI. Contributions**

Each Participating Agency agrees to provide resources as agreed in the annual

grant application proposal. These resources can include funding, personnel and/or equipment as necessary to meet the annual grant proposal requirements. The amount of contribution made toward the grant match shall be voted on by the Board after agreement by each Participating Agency. The contribution amount shall be reviewed annually. Each Participating Agency shall agree in advance to the number of personnel, funding and equipment to be assigned to the Task Force prior to the submittal of the grant.

Each Participating Agency may make financial contributions to be administered by the Task Force.

#### **VII. Coordinating Agency**

The Board shall designate a Task Force Commander who will be responsible for supervising the day-to-day operations of the Task Force, including supervision of staff, intelligence sharing, management of confidential funds and coordination with other agencies. The Commander, in conjunction with the members of the Board, shall be responsible for development of any recommended changes to the Task Force Policies and Guidelines and shall ensure Task Force compliance with all current policies and guidelines. The Commander shall present to the Board proposed budgets and grant applications for approval. The Commander shall assess each Task Force Officer's training needs and ensure that the Task Force Officers comply with the guidelines adopted by the Board.

#### **VIII. Fiscal Agency**

The Board shall elect the Treasurer to serve as the fiscal agent of the Board.

The Treasurer shall be responsible for proper fiscal management of the Task Force grants and all other resources. The Treasurer shall ensure compliance with all state and federal accounting and auditing requirements, including oversight of confidential funds.

Any forfeited property and proceeds that stem from the Task Force operations shall be accounted for in writing, identifying each case and location of the property. The Task Force shall adhere to the guidelines of the agency retaining the property and compliance shall be subject to random audit. Further, any law enforcement proceeds of any forfeiture shall return to the Task Force as the law enforcement agency of record. The proceeds of any forfeiture for the prosecutor shall be returned to the prosecution agency that handled the prosecution and forfeiture cases.

#### **IX. Data and Public Information Releases**

Data gathered, collected, stored and used by the Task Force shall be subject to the Minnesota Government Data Practices Act and Rules issued pursuant thereto.

The law enforcement agency having venue over the offense for prosecution purposes shall control and be responsible for public information releases, including arrest data.

#### **X. Liability and Indemnification**

MCIU, now known as the Central Minnesota Violent Offender Task Force, agrees to defend and indemnify its Participating Agencies for any liability claims arising from Task Force activities or operations and decisions of the Board. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

To the fullest extent permitted by law, action by the Participating Agencies to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Participating Agencies that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provided further that for purpose of that statute, each Participating Agency to this Agreement expressly declines responsibility for the acts or omissions of another Participating Agency. The Participating Agencies to this Agreement are not liable for the acts or omissions of another Participating Agency to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Participating Agencies. The Task Force Board shall provide insurance coverage for the Task Force, the Task Force Board of Directors and the officers assigned to the Task Force.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Participating Agency for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Any excess or uninsured liability shall be borne equally by all the Participating Agencies, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Each Participating Agency shall be responsible for injuries to or death of its own personnel.

Each Participating Agency will maintain workers' compensation insurance or self-insurance coverage covering its own personnel while they are assigned to the Task Force or are otherwise participating in or assisting with Task Force operations or activities. Each Participating Agency waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Participating Agency for any workers' compensation benefits paid to its own employees or dependents, that arise out of participation in or assistance with Task Force operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Participating Agency or its officers, employees, or volunteers.

Each Participating Agency shall be responsible for damages to or loss of its own equipment. Each Participating Agency waives the right to, and agrees that it will not, bring any claim or suit against the Task Force, or any other Participating Agency, for damages to or loss of its equipment arising out of participation in or assistance with Task Force operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other Participating Agency or its officers, employees or volunteers.

All insurance policies and certificates required under this Agreement shall be open to inspection by any Participating Agency and copies of the policies or certificates shall be submitted to a Participating Agency upon written request.

#### **XI. Duration**

The duration of this Agreement shall continue until terminated as hereinafter provided. This Agreement overrides and replaces any previous MCIU Joint Powers Agreements.

## **XII. Withdrawal and Termination**

Any Participating Agency of the Task Force may withdraw from this Agreement upon sixty (60) days written notice to all other Participating Agencies and upon the completion of their responsibility to the grant agreement. Upon any Participating Agency's withdrawal, the balance of this entire Agreement remains in full force and effect. Alternatively, this entire Agreement may be terminated at any time by the written agreement of a majority of the Board members.

## **XIII. Distribution of Property on Termination or Withdrawal**

- A. Termination. Upon complete termination of this Agreement by all Participating Agencies and after the purpose of this Agreement has been completed, any property acquired by the Board as a result of the joint exercise of powers hereunder and any surplus monies shall be returned to the Participating Agencies in proportion to contributions of the Participating Agencies after satisfaction of any liabilities or responsibilities of the Joint Powers Board has been satisfied. Liabilities shall be shared equally among the Participating Agencies.
- B. Withdrawal. In the event of withdrawal from this Agreement by one or more Participating Agencies, if two or more of the remaining Participating Agencies continue this Agreement, the remaining Participating Agencies may either distribute the MCIU property contributed by the withdrawing Participating Agency to the withdrawing Participating Agency or buy out the withdrawing Participating Agency's interest therein by purchasing the withdrawing Participating Agency's proportionate share of the actual cash value of the

property measured at the time of withdrawal of the Participating Agency.  
Surplus monies or surplus cash shall be retained by the remaining  
Participating Agencies to this Agreement.

Any agency joining the Task Force after the formation of the Central Minnesota  
Violent Offender Task Force are eligible for distribution of property accrued after the  
date of inclusion.

**XIV. Amendment of the Joint Powers Agreement**

This Agreement may be amended by agreement of all Participating Agencies to  
the same and upon approval of the Participating Agencies' city council or county board.

THIS AGREEMENT, AS AMENDED, IS APPROVED AND ADOPTED by the  
Participating Agencies as follows:

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

CITY OF LITTLE FALLS

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

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

CITY OF ST. CLOUD

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

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

CITY OF ST. JOSEPH

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

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

CITY OF SARTELL

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

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

CITY OF SAUK RAPIDS

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

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

CITY OF WAITE PARK

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

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

COUNTY OF BENTON

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

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

COUNTY OF MORRISON

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

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

COUNTY OF SHERBURNE

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

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

COUNTY OF STEARNS

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

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

COUNTY OF TODD

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

## EXHIBIT A

### JOINT POWERS AGREEMENT TO PROVIDE GANG TASK FORCE OFFICER STAFFING AND SUPPORT

WHEREAS, Minn. Stat. 412.221, Subd. 32, empowers a city to prevent crime and to provide for the protection of property and the promotion of health, safety, order and convenience; and

WHEREAS, Minn. Stat. 471.59 provides that cities may jointly exercise any power common to each or any similar powers,

NOW, THEREFORE, BE IT RESOLVED by the city councils of the cities of Sartell, Waite Park, St. Joseph and Sauk Rapids hereinafter called "the Cities" each of whom will be considered a Party to this Agreement, as follows:

#### I. Purpose

The purpose of this Agreement is to provide a mechanism through which the Cities can provide a police officer to assist the Central Minnesota Violent Offender Task Force (CMVOTF), or similar entity. The CMVOTF will bring together officers from the St. Cloud metropolitan area to focus on organized gangs, their activities and the crimes related to that activity.

Further, the Cities recognize that criminal activity in one city has an impact on the other cities, and that a joint, cooperative effort by the member law enforcement agencies contributes to more efficient and effective use of resources, including sharing information, intelligence, data and skilled officers, and thereby leads to earlier detection and solution of gang related crimes.

#### Definitions

"Sending city" means the law enforcement agency of a Party to this Agreement which sends any employee thereof to the CMVOTF for service as a member of the gang unit.

#### HI. Non Waiver of Immunities

The joining of the Parties in this joint powers agreement shall not waive any immunities that the Parties may enjoy under statute or common law, nor shall the joinder of the Parties constitute a "stacking" of any insurance each Party carries for their own benefit and/or that of its agents and employees.

#### IV. Gang Task Force Officers

The intent of this Agreement is to provide one police officer from the four participating Cities to the CMVOTF to support the efforts of the unit, Officers from any of the Cities can apply when a vacancy arises. The Chief of Police in each city will provide reasonable notice to their officers of the vacancy. The Chiefs of each of the Cities will meet to consider all candidates and will recommend the candidate whom they determine to be most qualified to the CMVOTF Board of Directors. The recommended candidate must be acceptable to the CMVOTF Board of Directors.

Upon termination of the gang task force assignment, when the officer assigned by the sending city returns to that city it may have a negative impact on that city's workforce. The sending city may not have a vacancy and may have to lay off the least senior member of the department. Upon such an occurrence the Cities will make an effort to give that officer preference in hiring if a vacancy occurs in their respective departments based on each city's hiring process.

#### V. Cost Sharing

The Cities will share the costs associated with providing and supporting the officer assigned to the CMVOTF to the extent those costs are not covered by the proceeds of any grant received by the CMVOTF in support of the gang officer.

On January 1<sup>st</sup> of each year, distribution of costs will be calculated under a formula that adds each city's percent of the population as specified by the Minnesota State Demographer's Office most recent population estimate (usually June of each year) for the four cities to each city's percent of prior year net tax capacity within the four cities and divides that number by two. The determined percentage is then applied to the total costs not covered by grants.

Example for 2017:

#### **2017 FORMULA**

	<b>Sartell</b>	<b>Sauk Rapids</b>	<b>Waite Park</b>	<b>St. Joseph</b>	<b>Total</b>
Population 2016 (June Estimate)	16,949	13,307	7,473	6,805	44,534
Population Percentage	38.06%	29.88%	16.78%	15.28%	100.00%
Net Tax Capacity (2016)	13,759,945	7,366,200	9,821,367	3,342,661	34,290,173

NTC Percentage	40.13%	21.48%	28.64%	9.75%	100.00%
Distribution: 50% Population 50% NTC	39.09%	25.58%	22.71%	12.51%	100.00%

*NOTE: Will update the June 2016 population when we get them in a couple of month.*

Costs for purposes of this Agreement include the actual costs for the assigned officer from the sending city. Cost includes but is not limited to wages, PERA contribution, Medicare, cost of providing city benefits, costs associated with hiring and testing for a replacement officer in the sending city including medical, psychological, drug testing and costs associated with training. Replacement officer cost will also include equipment necessarily purchased to support the replacement officer. The determination of necessity and appropriate replacement cost will be determined by the Chiefs of Police of the Cities.

The Cities will also share the costs associated with the ongoing support of the officer assigned to the CMVOTF by the sending city. These costs include, but are not limited to a \$10,000 overtime fund and radio equipment. The determination of appropriate ongoing costs will be determined by the Chiefs of Police of the Cities.

The sending city will provide an officer that is already equipped according to the standards of the sending city. The sending city's share of the costs associated with providing and supporting the officer assigned to the CMVOTF will be credited with the resale value of that equipment at the time of the assignment. The determination of the resale value will be made by the Chiefs of Police of the Cities.

The sending city will make the initial payment of all costs associated with their officer subject to reimbursement by the Cities in accordance with this Agreement. Each city's share of the actual costs will be billed by the sending city on a quarterly basis. Quarterly billings will include an itemized accounting of the costs incurred.

#### **VI. Jurisdictional Authority of Gang Task Force Officers**

The Cities mutually agree and understand that the officer assigned by the sending city will perform their duties in multiple jurisdictions participating in the CMVOTF. The Cities authorize the assigned officers to exercise their police powers within the CMVOTF jurisdictions. It is anticipated that the sheriff of each county that is a member of the CMVOTF will appoint the assigned officer as a special deputy sheriff. The special deputies will serve without additional compensation from the CMVOTF, but will be compensated only by the sending city. The special deputies will serve at the pleasure of the appointing sheriff. Additionally, Minn. Stat. 471.59, Subd. 12 provides that officers

authorized by agreement to jointly exercise police powers have the full and complete authority of a peace officer as though appointed by each of the participating governmental units.

#### **VII. Command**

While assigned to the CMVOTF the officer will be -under the command of the CMVOTF supervisor. Officer's investigation reports will be submitted to the CMVOTF supervisor.

#### **VIII. Officer's Expenses**

The sending city will be responsible for the usual and customary expenses of the officer assigned to the CMVOTF subject to reimbursement for equipment as provided in this Agreement.

#### **IX. Reciprocal Defense and Indemnification**

The intent of the indemnification requirement of this section is to impose on the sending city a limited duty to defend and indemnify any of the Cities for claims arising by reason of the assignment of the sending city's officer to the CMVOTF subject to the limits of the liability under Minnesota Statutes, Chapter 466. The purpose of creating these reciprocal duties to defend and indemnify is to simplify the defense of liability claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

The sending city agrees to indemnify and defend against any claims brought or actions filed against the Cities or any officers, employees or volunteers of the Cities for injury or death to any third person or persons, or damage to the property of third persons, arising out of the performance and provision of duties by the officer assigned by the sending city pursuant to this Agreement.

Under no circumstances will any of the Cities be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, applicable to only one Party. The limits of liability for some or all Cities may not be added together to determine the maximum amount of liability for any Party.

#### X. Responsibility for Equipment

Damages to or loss of equipment provided to its officer by the sending city will be reimbursed to the sending city by Cities using the percentage determined under article V relating to cost sharing.

#### XI. Workers Compensation

Each city will be responsible for injuries or death of its own personnel. Each city will maintain worker's compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each city waives the right to sue any other party for any worker's compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees or volunteers.

#### XII. No Joint Entity or Partnership

This Agreement does not intend, nor does it create, any joint entity or partnerships between the Cities.

#### XIII. Duration

This Agreement will be effective on the date it is last executed by the Cities and will continue until December 31, 2020 unless terminated as provided herein.

#### XIV. Withdrawal

Any Party may withdraw from this Agreement, by resolution of its city council, by providing written notice to the other Parties by August 1st on any year during the term of this Agreement. The withdrawal will be effective December 31st following the notice.

**XV. Termination**

This Agreement will terminate when fewer than two Parties wish to continue to participate in this Agreement.

**XVI. Distribution of Property on Withdrawal or Termination**

A. Withdrawal. In the event of withdrawal from this Agreement by a Party, cash deposited by the Party with the sending city will be retained by the sending city.

B. Termination. Upon complete termination of this Agreement by all Cities surplus monies will be returned to the Parties in proportion to contributions of the parties. Liabilities shall be distributed in the same manner.

CITY OF SARTELL, MINNESOTA

By: Jeanne Niell DATE: 08/08/16

Title: Mayor

By: Mary DeGiovanni

Title: City Administrator

CITY OF ST. JOSEPH, MINNESOTA

By: Rob Schult DATE: 9-6-16

Title: MAYOR

By: Judy Deysens

Title: Administrater

CITY OF WAITE PARK, MINNESOTA

By: Rybak DATE: 9-6-16

Title: MAYOR

By: Barbara Johnson

Title: City Administrator - Clerk - Treasurer

CITY OF SAUK RAPIDS, MINNESOTA

By: [Signature] DATE: 7-25-16

Title: MAYOR

By: [Signature]

Title: CITY ADMINISTRATOR

**Consent Agenda Item H:** Joint Powers Agreement with Sherburne County Crime Analysis Unit

The Sherburne County Sheriff's Office has developed a web site called Regional Criminal Tracking and Analysis Group (RCTAG) for purposes of investigating criminal activity. Common incidents that RCTAG might be able to assist our agency with include searching for wanted persons, welfare/missing person cases, attempts to locate for probable cause arrests and/or other suspicious activity incidents.

The willingness of Sherburne County to share access to various resources and information related to criminal activity and crime patterns in our region represents a unique opportunity to collaborate with other agencies in our region. The agreement prepared by Sherburne County strives to protect data as required in Minnesota Statute 13 Data Practices. Further, there is no cost to the City of Waite Park to become a participant in this agreement other than the time department personnel might need to complete Subject Work Up Request Forms and make submissions.

# JOINT POWERS AGREEMENT

WHEREAS, the Sherburne County Sheriff seeks to further his collaboration with the area law enforcement agencies in the sharing of intelligence information for the identification of patterns and modes of criminal activity; and

WHEREAS, the Sherburne County sheriff has developed a web site for Regional Criminal Tracking and Analysis (RCTAG) for criminal activity; and

WHEREAS, the local area Chief Law Enforcement Officers have expressed an interest in joining together to share resources and information in their effort to further the safety in the communities that we all share; and

WHEREAS, the above-entitled entities have the ability to join together pursuant to Minnesota State §471.59 (Joint exercise of powers act for law enforcement activities);

NOW, THEREFORE, the Sherburne County Sheriff Joel Brott and the Chief Law Enforcement Officer Dave Bentrud for the jurisdiction of City of Waite Park, State of Minnesota hereby enter into the following Joint Powers Agreement:

1. The purpose of this agreement is for area law enforcement agencies to share intelligence information by identifying patterns and modes of criminal activity through a Regional Criminal Tracking Analysis (RCTAG). In carrying out the duties of the law enforcement function of sharing such information, the City of Waite Park Police Department will be handling one or more types of information that is confidential data on individuals as

defined by Minnesota Statute §13.02, subd. 3, and shall be deemed "protected information" under this Agreement.

The parties agree that it is imperative for both parties that they are responsible for the proper handling of information and the safeguarding of information by its employees, subcontractors and authorized agents of the protected information that is collected, created, used, maintained or disclosed on behalf of the agency. This responsibility means that each agent, employee and subcontractor shall be properly trained regarding the handling of the information. This includes training on all applicable laws for the access to any of the information in the criminal justice system. Specifically, the City of Waite Park Police Department shall agree to the following policies and laws:

- a. The Sherburne County Sheriff's Office Policy Manual Regional Criminal Tracking and Analysis Group (including any future amendments to the same) (attached and made part of this agreement); and
- b. The Sherburne County Sheriff's Policy covering its Mission Statement, Privacy Policy Purpose, Definition, Governance and Oversight, Policy Applicability and Legal Compliance, Information, Acquiring and Receiving Information, Information Quality Assurance, Collation and Analysis, merging of records, Use of Information by the RCTAG, Disclosure of Information Outside the RCTAG, Redress, Security Standards, Information Retention and Destruction, Accountability and Enforcement and Training requirements (including any future amendments to the same) (attached and made part of this agreement).

In the use of such information, the City of Waite Park Police Department, shall:

- Not use or further disclose the protected information that has been created, collected, received, store, used, maintained or disseminated in the course of this agreement other than in accordance with the proscribed policies.
- Ensure that the dissemination of the protected information is controlled by policy and any deviation of such policy shall be subject to the direct approval of the Sherburne County Sheriff.
- Use appropriate safeguards to prevent the use or disclosure of the protected information by its employees, subcontractors and agents other than as provided by policy set by the Sherburne County Sheriff's Office. The safeguards shall include physical protection of the information as well as secure internet for the sharing of such information.
- Immediately report any breach of the policy of inappropriate use of the information which would include: the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the system operations. Any breach shall be reported immediately once known with a follow up within five business days in a written format. This report shall be made to: the RCTAG Unit Supervisor. The report shall identify the nature of the non-permitted use/disclosure, the identity if known or the person(s) who breached the system, the manner of such breach, actions taken to prevent the reoccurrence of the breach, actions taken to minimize the impact of the breach and any other information requested by the Sheriff's Office.

The Sherburne County Sheriff shall have the right to audit any of the records or information created, maintained, assembled or held in any other form by the City of Waite Park Police Department as it pertains to this agreement and intelligence information from RCTAG.

The City of Waite Park Police Department shall be responsible for actions, inactions, negligent or intentional act(s) of its agents, employees or subcontractors who have had or had access to the information found on the Regional Criminal Tracking and Analysis and shall defend and hold harmless the County of Sherburne, its elected officials, its employees, its agents and subcontractors from any and all claims, damages or other loss sustained by the County or third persons as a result of the City of Waite Park Police Department's agents, employees or subcontractors or others under its direction and control.

This Agreement shall be continued for an indefinite term until cancelled by either party with reasonable notice. Such notice shall be in writing and shall be directed to the chief law enforcement officer of the agency.

The parties shall be required to provide such public funds and resources necessary to carry out the purposes of this agreement. No funds or assets shall be comingled, but shall be maintained by each agency for the purposes of insuring each parties' ability to fulfill its responsibilities of this agreement.

If the Sherburne County Sheriff and the Chief of City of Waite Park Police Department agree to allow exercise of authority of an officer appointed by one governmental unit within the jurisdiction of the other, the officer so designated by both the Sheriff and the Chief of

Police shall have full and complete authority as if appointed by both units of government after administration of oath. Such officer shall have completed the professionally recognized Peace Officer Pre-Employment education with the Minnesota Board of Peace Officer Standard Training as found comparable to the Minnesota Peace Officer Pre-Employment education and, the officer is duly licensed or certified by the police licensing or certification authority of the jurisdiction in which the officer's appointing authority is located.

Any data practices requests shall be directed to the entity which initially created the data and shall be handled by their responsible authority.

That all documentation promulgated pursuant to this agreement shall be retained by the respective parties and shall be subject to the data retention schedule for their legal entities.

Both parties to the agreement have provided evidence of insurance or trust agreements which provides coverage for the parties to this agreement. Such coverage shall include, but not be limited to worker's compensation, general liability coverage and business automobile liability coverage. The Sherburne County Sheriff is covered through the Minnesota Counties Intergovernmental Trust. The City of Waite Park Police Department is covered by/through the League of Minnesota Cities Insurance Trust (LMCIT).

This Agreement was entered into on the \_\_\_\_\_ day of March, 2017 (the last signature notwithstanding).

**For the Sherburne County Sheriff's Office**

---

By: Joel L. Brott  
Its: Sheriff

**For the County of Sherburne**

---

By: Barbara Burandt  
Its: County Board Chair

**For the City of Waite Park**

---

By: Rick Miller  
Its: Mayor

**For the City of Waite Park Police Department**

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By: Dave Bentrud  
Its: Chief of Police

**POLICY AND PROCEDURE  
FOR  
CRIMINAL INTELLIGENCE ANALYST**

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## **MISSION STATEMENT**

The mission of the Sherburne County Sheriff's Office Criminal Intelligence Analyst - is to interface with federal, state, military, tribal and local law enforcement agencies, by being a primary point of contact for collection, evaluation, analysis, and dissemination of intelligence data and criminal background information in a timely and effective manner in order to detect and/or prevent criminal or terrorist activity, and to solve crimes. This mission shall remain consistent with the National Criminal Intelligence Sharing Plan. The purpose (goal) of the Sheriff's Office Criminal Intelligence Analyst is to ensure protection of the privacy, civil rights, and civil liberties of individuals and organizations pursuant to 28 C.F.R. Part 23, and, Minnesota Statutes, Chapter 13.

- The goal of establishing and maintaining a Criminal Intelligence Analyst position is to further the following purposes:
- Be an active participant in the Information Sharing Environment.
- Increase public safety and security in Sherburne County and the surrounding communities, the State of Minnesota and the United States of America.
- Mitigate or minimize the threat and risk of injury to all members of the public safety and health care communities.
- Mitigate or minimize the threat and risk of damage to real or personal property.
- Protect the individual privacy rights, civil rights or other protected interests a person or persons may have.
- Protect the integrity of the criminal investigative, criminal intelligence, and justice system processes and information.
- Foster relationships with persons or groups of people in an effort to promote cooperation between law enforcement and the community which it serves.
- Make the most effective use of public safety resources.

I. **Criminal Intelligence Analyst Purpose:**

The Criminal Intelligence Analyst develops information for the Sherburne County Sheriff's Office and any other law enforcement agencies based on their request.

The Criminal Intelligence Analyst provides timely sharing and exchange of crime-related information. A primary focus of the Criminal Intelligence Analyst is developing and disseminating criminal investigative information. A process of information collection, integration, evaluation, analysis and dissemination is used for law enforcement purposes and in the interest of public safety. The information is made available to law enforcement agencies and certain other entities consistent with Minnesota Statutes, Chapter 13, 28 CFR part 23, and other applicable state and federal law.

II. **Privacy Policy Purpose:**

The Criminal Intelligence Analyst recognizes the importance and will ensure the protection of individual constitutional rights, civil liberties, civil rights, and privacy interests throughout the information gathering and sharing process. This privacy policy states the legal requirements that will be met as well as the organizational procedures that will be used to ensure that these rights and interests are protected.

III. **Definitions:** The following terms are used in this Privacy Policy and are defined below.

- A. "Case File" means a reasonable suspicion exists that criminal activity has occurred, could occur or is being planned. Additionally one or more of the following must occur for a case to be created.
- (1) The reported information does not support a current ongoing criminal investigation.
  - (2) A determination is made that further criminal investigation is needed and that this additional investigative effort would exceed the review done for a Request for Information or a Suspicious Activity Report.
- B. "Critical Infrastructure Key Resource" or "CIKR" means the assets, systems, and networks, whether physical or virtual, so vital to the United States or the state that their incapacitation or destruction would have a debilitating effect on security, national economic security, public health or safety, or any combination thereof and the publicly or privately controlled resources essential to the minimal operations of the economy and government.
- C. "Investigative Sergeant Supervisor" means a designee appointed by the Investigative Captain to oversee the management of the Criminal Intelligence Analyst activities including product development, analysis, dissemination and records management.

- D. "Disclosure" means the sharing of data or information in any manner authorized by the Criminal Intelligence Investigative Sergeant supervisor.
- E. The Criminal Intelligence Analyst is assigned to collect, integrate, evaluate, analyze and disseminate data and information from state, local and federal law enforcement agencies, including fusion centers operating in other states.
- F. "Information Sharing Environment (ISE)" means the trusted partnership among all levels of government, the private sector and foreign partners to detect, prevent, preempt, and mitigate the effects of terrorism against the territory, people, and interests of the United States of America. This partnership enables the trusted, secure, and appropriate exchange of terrorism information, in the first instance, across the five federal communities, to and from state, local, and tribal governments, foreign allies, and the private sector, and at all levels of security classification.
- G. "Information Sharing Environment (ISE) and Suspicious Activity Report (SAR) (ISE-SAR) means a suspicious activity report that has been determined, pursuant to a two-part process, to have a potential terrorism nexus. ISE-SAR business rules will serve as a unifying process to support the reporting, tracking, processing, storage and retrieval of terrorism-related suspicious activity reports across the ISE.
- H. "Criminal Intelligence Database" means the case management system used by the Criminal Intelligence Analyst to store, documents, and audit RCTAG information.
- I. "Criminal Intelligence Analyst Privacy Officer" means the Sherburne County Sheriff's Office Records Supervisor, or their designee, to provide privacy training and ensure compliance with the Privacy Policy.
- J. "Criminal Intelligence Analyst - Suspicious Activity Report/Tips and Leads" or "SAR" means any reported behavior or activity that may result in reasonable suspicion that a crime has occurred, could occur or is being planned.
- K. "Need to Know" means the prospective recipient requires access to specific information in order to perform or assist in a lawful and authorized govern mental or public safety function. In other words, access is required for the performance of official duties.
- L. "Personal Data" means any data or information relating to an identifiable individual.
- M. "Protected Information" means information about individuals and

organizations subject to legal protections, including the U.S. and Minnesota constitutions; applicable federal statutes and regulations, such as civil rights laws and 28 CFR Part 23; and applicable state laws.

- N. "Reasonable Suspicion" means that sufficient facts are established to give a trained law enforcement officer a basis to believe there is a reasonable possibility an individual or organization is involved in a definable criminal activity or enterprise.
- O. "Requestor" means the state, local or federal law enforcement officer or agency making a Request for Information from, or reporting an incident to, the Criminal Intelligence Analyst.
- P. "Request for Information" or "RFI" means a request from a law enforcement, Agency to the Criminal Intelligence Analyst for information the requesting agency needs in support of an ongoing criminal investigation. It also means a non-criminal homeland security information request.
- Q. "Right to Know" means any agency or organization authorized by federal law or state statute to have access to the data or information. See Minn. Stat. §13.05, subd. 4(b) and 9.
- R. "Suspicious Activity Report" or "SAR" means any reported behavior or activity that may result in the reasonable suspicion that a crime has occurred, could occur or is being planned. It also means a bulletin or brief from the Criminal Intelligence Analyst, law enforcement intelligence unit or federal agency to provide situational awareness to Minnesota agencies.

#### IV. Governance and Oversight

The Criminal Intelligence Analyst is part of the Criminal Investigative Division (CID) and is ultimately controlled by the Sherburne County Sheriff. The Criminal Intelligence Analyst reports directly to the Investigative Sergeant Supervisor. The Criminal Intelligence Analyst is law enforcement personnel for purposes of Minnesota Statutes, Chapter 13.

In order to preserve privacy, civil rights and civil liberties, the sheriff has designated a privacy officer to ensure that safeguards and sanctions are in place to protect Personal Data in conformance with Minnesota Statutes, Chapter 13 and other applicable law.

The privacy officer, or their designee, will examine and recommended standards the Criminal Intelligence Analyst should follow for the collection, use, and security of information and technology, as well as accountability guidelines for the management of the information. The Privacy Policy incorporates fair information practices and principles.

The privacy officer, or their designee, will be responsible for information privacy

issues, including implementation of privacy policy requirements. The privacy officer, or their designee, will facilitate an annual review and update of the privacy policy pertaining to the work products created by the Criminal Intelligence Analyst.

The privacy officer, or their designee, will provide a point of contact and coordination for alleged data or information errors, complaints, privacy policy violations and liaison for the ISE.

The privacy officer, or their designee, will coordinate conflict resolution under Criminal Intelligence Analyst's redress policy and enforcement and sanctions outlined in the Accountability and Enforcement section of this policy (see section XVI).

The privacy officer can be contacted at the following address: Sherburne County Sheriff's Office web site. The privacy officer will work with the Criminal Intelligence Analyst to ensure that privacy and civil rights are appropriately protected by the Criminal Intelligence Analyst information acquisition, dissemination and retention practices.

#### V. **Policy Applicability and Legal Compliance**

The Criminal Intelligence Analyst and those county employees providing technical services, with direct access to Criminal Intelligence Data bases are required to abide by this privacy policy. These individuals and any other recipient of criminal intelligence information must also follow all applicable laws which govern the treatment of the information the Criminal Intelligence Analyst collects, receives, maintains, archives, accesses, discloses, or disseminates, including information within the ISE.

The Criminal Intelligence Analyst will make a printed or electronic copy of this policy available to all criminal intelligence and non-criminal intelligence personnel who provide services. All individuals will be required to provide both a written acknowledgement of receipt of this policy and a written agreement to comply with this policy. Nothing in this policy is intended to create a private right of action for any member of the public or alter existing or future federal and state law requirements.

The laws referenced in this policy are listed in Appendix C.

#### VI. **Information**

All Personal Data collected by the Criminal Intelligence Analyst, regardless of whether it meets the reasonable suspicion standard in 28 Code of Federal Regulations Part 23, will be retained in compliance with the operating policies of that Federal Regulation, Minnesota Statutes, Chapter 13 (Data Practices), the approved Minnesota Records Retention Schedule (currently 09-141 and 012-014), and any other applicable federal or state laws governing information practices. The Criminal Intelligence Analyst will strive to follow guidelines

established under the National Criminal Intelligence Sharing Plan (NCISP) and, to the extent they do not conflict with Minnesota law, the privacy principles put forth in the Organization for Economic Co-operation and Development's Fair Information Practices.

A. Collection Requirements:

Information collected by the Criminal Intelligence Analyst should meet all of the following requirements:

1. The source of the information is reliable and verifiable,
2. The information supports a reasonable suspicion that the individual or organization is involved in criminal conduct, and the information is relevant to that conduct,
3. The information was collected in a lawful manner, and
4. The information is accurate and current.

The Criminal Intelligence Analyst will retain SARs that do not meet the Reasonable Suspicion threshold for one (1) year to permit the possible development of Reasonable Suspicion. If Reasonable Suspicion is not developed during that year, the SARs are purged as required by the Criminal Intelligence Analyst approved records retention schedule (unofficial compilation attached as Appendix D). During the year, these SARs are stored as temporary files and are disclosed as required or permitted by law. If disclosed, they are clearly labeled as a SAR that does not meet the Reasonable Suspicion standard. SARs are stored in the Criminal Intelligence Database so the SARs are secured in the same way as all other data.

The Criminal Intelligence Analyst incorporates the gathering, processing, reporting, analyzing and sharing of terrorism-related suspicious activities and incidents into the processes and systems used to manage all other Criminal Intelligence information. The Criminal Intelligence Analyst identifies and reviews Protected Information that may be disclosed by the Criminal Intelligence Analyst prior to sharing it through the ISE and provides notice through data field labels to enable authorized users to determine the nature of the information and how to handle it in accordance with applicable legal requirements.

The Criminal Intelligence Analyst will abide by daily operating procedures for the initial collection and verification of information, including the screening process by an analyst to develop how the four criteria above are met. There is a subsequent review by the Investigative Sergeant Supervisor or his/her designee to substantiate the analysis and to approve the documentation that has been developed. Suspicious Activity Reports that

do not meet all the above standards will not be retained for more than one year. The four criteria above also apply to Sherburne County Sheriff's Office Case Files. If the criteria are not met, the Criminal Intelligence Analyst will not open a Sherburne County Sheriff's Office Case File.

A Request for Information may meet all four of the criteria above. An RFI may also involve a request that is supported by a homeland security issue, rather than a reasonable suspicion. If homeland security concerns support the RFI, then all of the other criteria above must be met.

Lawfully collected information that meets Sherburne County Sheriff's Office's Privacy Policy will be stored in the Criminal Intelligence Database. All information is managed according to the approved records retention schedule. When the information describes an individual or organization involved in activities protected by the First Amendment, the information cannot be maintained unless there is specific indication that the individual or organization has, is about to, or has threatened to engage in conduct that constitutes a crime and the First Amendment activities are relevant to the criminal conduct. Specifically excluded material includes:

1. Information on an individual or group merely on the basis that such individual or group support unpopular causes;
2. Information on an individual or group merely on the basis of race, gender, age, citizenship, disability, sexual orientation, place of origin, or ethnic background;
3. Information on an individual or group merely on the basis of religious or political affiliations, or beliefs;
4. Information on an individual or group merely on the basis of personal habits and/or predictions that do not break any laws or threatens the safety of others; or
5. Information obtained in violation of any applicable federal or state rules or statutes.

All criminal intelligence information is managed through the Criminal Intelligence Database and under the direction of the Investigative Sergeant Supervisor. Open files will be reviewed no less frequently than every 180 days by the Criminal Intelligence Investigative Sergeant supervisor or investigative sergeant supervisor's designee to determine the file's status and whether it should be changed. A yearly records review of the Criminal Intelligence Database will be conducted by the Criminal Intelligence Investigative Supervisor and records that may be purged will be disposed. Additional information about records destruction can be found in Section XV of this policy.

On receipt of information, Criminal Intelligence Analyst will assess the

information to determine its nature, usability, and quality and assign it to an operating file (See B, below). At the time a decision is made to retain information, including contributing ISE-SAR information to the shared space, the Criminal Intelligence Analyst will label it (by record, data set or system of records and to the extent feasible, consistent with the current version of the ISE Functional Standard for SAR) pursuant to applicable limitations on access and disclosure in order to: protect an individual's right of privacy, civil rights and civil liberties; protect confidential sources, law enforcement undercover techniques and methods; prevent interference with or the compromise of pending criminal investigations; and provide any legally required protection based on the classification of the data.

## B. Types of Operating Files

There are four types of operating files within the Criminal Intelligence unit. They are:

1. Criminal Intelligence Case File. A Criminal Intelligence Case File is created when the Investigative Sergeant Supervisor determines that one should be created. A Criminal Intelligence Case File is entered in the Criminal Intelligence Database and a Criminal Intelligence case number is automatically generated.
2. Request for Information (RFI). An RFI must be supported by a reasonable suspicion or homeland security concern that is provided to the Criminal Intelligence Analyst. Criminal Intelligence Analyst cannot answer an RFI unless it contains a Reasonable Suspicion or homeland security concern.
3. Suspicious Activity Report (SAR). A SAR will be entered into the Criminal Intelligence Database. A SAR should be reported to the Criminal Intelligence Analyst by a law enforcement entity or security related to a CIKR site once it has been reported to a local law enforcement agency. The Criminal Intelligence Analyst receives SARs by the following means:
  - The secure information-sharing platform
  - Fax
  - Telephone
  - Email
4. Dissemination Log (LOG). The LOG is used as a tracking device or bulletins, briefs and assessments disseminated by Criminal Intelligence Analyst. LOG entries will include weekly bulletins and special assessments. Copies of products are attached to the LOG entry. The analysts that disseminate either Law Enforcement (LE) or Critical Infrastructure (CI) Briefs will log the dissemination of these products. Any special bulletin, brief or assessment will be logged by the

disseminating analyst. Special assessments do not need a separate LOG entry if attached as part of the LE Brief or CI Brief labels

### C. Labels

The Criminal Intelligence files require certain basic descriptive information to be entered and electronically associated with information, including terrorism-related information and that information shared through the ISE, for which there are special laws, rules, or policies restricting access, use, and disclosure. The types of information include:

1. The name of the submitting agency.
2. The name of the justice information system from which the information is disseminated or that the information was disseminated from the Criminal Intelligence Database.
3. The date the information was collected and, where feasible, the date its accuracy was last verified.
4. The title and contact information for the person to whom questions regarding the information should be directed.

The Criminal Intelligence Analyst will attach specific labels and descriptive metadata to information that will be used, accessed, or disseminated to clearly indicate whether the information is Protected Information and any legal restrictions on information sharing based on information sensitivity or classification. The Criminal Intelligence Analyst will keep a record of the source of all information sought and collected by it.

## VII. Acquiring and Receiving Information

Information obtained from or through the Criminal Intelligence Analyst can only be used for official and lawful purposes. A lawful purpose means the request for information can be directly linked to a law enforcement agency's active criminal investigation; and is a response to confirm information that requires intervention to prevent a criminal act or threat to public safety, and is in compliance with Minnesota Statutes, Chapter 13 disclosure requirements. This includes disclosing records to those responsible for public protection, public safety, or public health in the performance of their official duties when permitted by Minnesota law. An audit trail sufficient to allow the identification of individuals to whom such records are disclosed and the nature of the information disclosed will be kept by the Criminal Intelligence Analyst.

The information maintained by the Criminal Intelligence Analyst is obtained through local, state, federal agencies, and tribal law enforcement and open source resources. Individual users of the Criminal Intelligence Analyst work

product are solely responsible for the interpretation, further dissemination, and use of information developed in the research process. Additionally, it is the responsibility of the user to ensure the accuracy, validity, completeness and security of all information obtained prior to official action being taken.

External governmental agencies, that access and share information with the Criminal Intelligence Analyst are governed by the laws and rules governing those individual agencies, as well as by applicable federal and state laws.

The Sherburne County Sheriff's Office will contract with commercial database entities that provide an assurance that their methods for gathering Personal Data comply with applicable state and federal laws and that these methods are not based on misleading information collection practices.

The Criminal Intelligence Analyst will not directly or indirectly receive, seek, accept, or retain information from:

- An individual who or information provider that is legally prohibited from obtaining or disclosing the information; or
- An individual who or nongovernmental entity that may or may not receive a fee or benefit for providing the information, except as expressly authorized by law or Criminal Intelligence Analyst policy.

#### **VIII. Information Quality Assurance**

The Criminal Intelligence Analyst is required by Minn. Stat. §13.05, subd. 5, to assure that data is accurate, complete, current and secure. The Criminal Intelligence Analyst will make every reasonable effort to ensure that standard is met, and, that the information is merged with other information about the same individual or organization only when the applicable standard outlined in the Merging Records section of this policy has been met.

The Criminal Intelligence Analyst will determine the accuracy of information received through database searches, by cross-checks with other data systems, and open source information. At the time of retention in the system, the information will be labeled regarding its level of quality (accuracy, completeness, currency, and confidence [verifiability and reliability]).

Information files will be labeled to protect sources, investigations, and an individual's right to privacy, as well as to control access to information. Classification and data labeling shall be reevaluated whenever new information is added to an existing file.

The Criminal Intelligence ISE-SAR process provides for human review and vetting to ensure that information is both legally gathered and, where applicable, determined to have a potential terrorism nexus. The Criminal

Intelligence Analyst will be trained to recognize those behaviors and incidents that are indicative of criminal activity related to terrorism. This training will be the same made available to law enforcement officers around the state.

The Criminal Intelligence ISE-SAR process includes safeguards so that only information about incidents and behaviors that indicate criminal activity related to terrorism but without personal identifiers are documented and shared through the ISE. These safeguards will ensure that the unintentional or inadvertent disclosure of information that could violate civil rights or civil liberties does not occur.

When a choice of investigative techniques is available, information, including information documented as a SAR, should be acquired or investigated using the least intrusive feasible means, taking into account the effect on individual privacy and potential damage to reputation. The Criminal Intelligence Analyst will also adhere to this standard although it is not an operational agency conducting investigations.

When determining information confidence, the Criminal Intelligence Analyst will use the following confidence labeling standards for source reliability and content validity.

#### 1. Source Reliability

The source is the person or agency who gives the Criminal Intelligence Analyst the information. The source's reliability is evaluated according to the following.

- (a) Reliable means the source is unquestioned or has been tested in the past. All law enforcement agencies are classified as completely reliable.
- (b) Usually Reliable means the majority of the information provided by the source in the past has proved to be reliable.
- (c) Unreliable means the source has provided reliable information sporadically in the past.
- (d) Unknown means the reliability of the source cannot be judged. The authenticity or trustworthiness of the source has not yet been determined by either experience or investigation.

#### 2. Content Validity

The validity of information is an indicator of the accuracy or truthfulness of the information. The validity of the information is assessed as follows.

- (a) Confirmed means the information has been corroborated by an

investigator or another reliable, independent source.

- (b) Probable means the information is consistent with past accounts.
- (c) Doubtful means the information is inconsistent with past accounts.
- (d) Cannot be judged means the authenticity of the information has not yet been determined by either experience or investigation.

### 3. Classification

The Criminal Intelligence Analyst uses two classifications or sensitivity structures since the Intelligence Analyst maintains federal, state, and local data and information. Classification or sensitivity levels control the handling, dissemination, and release of materials and products. The laws that govern access to and classification of information at the federal level and in other states are different from Minnesota law. When determining classification and sensitivity, the Criminal Intelligence Analyst must determine whether there is a federal law that requires restrictions on access to or dissemination of the data or information or if Minnesota law applies.

When labeling case files and information, the Criminal Intelligence Analyst must use one or more of the following:

#### 1. Federal Classification

- (a) Classified (not public): document is restricted to individuals who have a security clearance of secret or higher.
- (b) Unclassified/Law Enforcement Sensitive (LES) (not public): document is viewable by law enforcement agencies only with the Right to Know and Need to Know. The document may contain information related to sources, methods, evidence, and active investigations.
- (c) Unclassified/For Official Use Only (FOUO) (not public): document is viewable by anyone who is authorized under "Official Use Only" status. User has a Right to Know, and Need to Know. The document is not disseminated to or viewed by the general public or media.

#### 2. Minnesota Classifications

The Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, contains the presumption that all government data are public unless there is a federal law or state statute that classifies the data. The following are Minnesota data classifications.

- (a) Private data on individuals are about living human beings, not accessible to the public but are accessible by the individual. An individual may consent to the release of private data to a third party. A statute may also authorize the dissemination of private data on individuals to a third party.
  - (b) Confidential data on individuals are not accessible to the public or the individual. Confidential data on individuals can only be shared with those that have statutory authority to have access.
  - (c) Nonpublic data are about anything that is not a living human being, are not accessible by the public and are accessible by the subject of the data, if any. The subject can consent to the release of the data to a third party. A statute may also authorize the dissemination of nonpublic data to a third party.
  - (d) Protected nonpublic data are about anything that is not a living human being and are not accessible to the public or the subject of the data. Protected nonpublic data may be shared with those that have statutory authority to have access.
3. In addition to using the labels and classification structures listed above, the Criminal Intelligence Analyst will utilize the following standards to ensure that data quality is maintained.
- (a) The Criminal Intelligence Analyst investigates, in a timely manner, alleged errors and deficiencies and corrects, deletes, or refrains from using information found to be erroneous or deficient.
  - (b) The labeling of retained information will be reevaluated by the Criminal Intelligence Analyst when new information is gathered that have an impact on the confidence (source reliability and content validity) of previously retained information.
  - (c) The Criminal Intelligence Analyst will make every reasonable effort to ensure that information will be corrected, deleted from the system, or not used when it learns that the information are erroneous, misleading, obsolete, or otherwise unreliable; the source of the information did not have authority to gather the information or to provide the information to the agency; or the source used prohibited means to gather the information, except when the source did not act as an agent to a bona fide law enforcement officer.
  - (d) Originating agencies are responsible for the quality and accuracy of the information accessed by or provided to the Criminal Intelligence Analyst. The Criminal Intelligence Analyst

will advise the appropriate contact person in the originating agency, in writing, if its information is alleged, suspected, or found to be inaccurate, incomplete, out of date, or unverifiable.

- (e) When information is found to be inaccurate, incomplete, out of date or unverifiable, the Criminal Intelligence Analyst will notify recipient agencies in writing and will maintain documentation of the notification.

**IX. Collation and Analysis**

Access to the Criminal Intelligence Analyst information sources for the purpose of analysis is limited to those individuals who have been selected, approved, and trained accordingly.

Access to information contained within the Criminal Intelligence Database files will be granted only to fully authorized personnel who have been screened with state and national fingerprint-based background checks, as well as any additional background standards that may be established by the Sherburne County Sheriff or his designee.

Access to federally controlled, classified information and systems are based on the individual user's federal security clearance and need to know.

Information subject to collation and analysis is identified in the Information Section.

The Criminal Intelligence Analyst position serves as a central clearing house for information sharing focusing on homeland security, organized criminal activity, and all-hazards within Sherburne County and surrounding areas, the State of Minnesota and the United States of America. The Criminal Intelligence Analyst will accomplish this through:

- Management and developing of information sharing through approved web portal
- Production and dissemination of bulletins and assessments
- Investigation and analysis of suspicious activity reports in support of criminal investigations.
- Response to RFI's.
- Collaboration with federal, state, and local agencies to produce joint products.
- The coordination and facilitation of regional training opportunities in support of the Criminal Intelligence Analyst mission.

- The identification of crime patterns and trend.

## X. Merging Records

Multiple records about an individual may be merged when reasonable steps indicate that they are about the same person. Data elements that are used to determine that the same individual is the subject of the multiple records include the name (full or partial) and one or more of the following:

- Date of birth;
- State identification number issued by the BCA (SID);
- Offender identification number issued by the Minnesota Department of Corrections (OID)
- Fingerprints
- Photographs
- Physical description
- Height
- Weight
- Eye and hair color
- Race
- Ethnicity
- Scars, marks, or tattoos
- Social Security number
- Driver's license number
- DNA profile
- Retinal scan
- Facial recognition

The identifiers or characteristics that, when combined, could clearly establish that the information from multiple records is about the same organization may include the name, federal or state tax ID number, office address, and telephone number.

If the matching requirements are not fully met but there is a partial match, the information may be associated if accompanied by a clear statement that it has not been adequately established that the information relates to the same individual or organization.

## XI. Use of Information by the Criminal Intelligence Analyst

Information obtained from or through the Criminal Intelligence Analyst can only be used for official and lawful purposes. A lawful purpose means the Request for Information can be directly linked to a law enforcement agency's active criminal investigation, or is a response to confirmed information that requires intervention to prevent a criminal act or threat to public safety.

The Criminal Intelligence Analyst will use information on a "Need to Know"

basis, and in accordance with applicable laws.

Credentialed, role-based access criteria will be used by Criminal Intelligence Analyst, as appropriate, to control:

- The information to which a particular group or class of users can have access based on the group or class.
- The information a class of users can add, change, delete, or print.
- To whom, individually, the information can be disclosed and under what circumstances.

The Criminal Intelligence Analyst who has access to Criminal Intelligence information will be trained as to those regulations and agree to the following:

1. Individual passwords will not be disclosed to any other person, except as authorized by Investigative Sergeant Supervisor, Investigative Captain, the Chief Deputy or the Sheriff.
2. Individual passwords of authorized personnel will be changed if the password is compromised or improperly disclosed.
3. Background checks will be completed on personnel who will have direct access to the Criminal Intelligence information at a level determined by the Investigative Sergeant Supervisor, Investigative Captain, Chief Deputy or Sheriff, and, pursuant to department policy.
4. Use of the Criminal Intelligence data in an unauthorized or illegal manner will subject the requestor to denial of further use of the Criminal Intelligence data; discipline by the requestor's employing agency, and/or criminal prosecution.

The Investigative Sergeant Supervisor reserves the right to deny access to any Criminal Intelligence user who fails to comply with the applicable restrictions and limitations.

The Criminal Intelligence Analyst will adhere to the current version of the ISE-SAR Functional Standard for its suspicious activity reporting process, as that is defined in this policy as an ISE-SAR. This includes the use of a standard reporting format and commonly accepted data collection codes and a sharing process that complies with the ISE-SAR Functional Standard for suspicious activity potentially related to terrorism.

## **XII. Disclosure of Information Outside the Sherburne County Sheriff's Office:**

There are two regular briefs that are produced and disseminated by the Criminal Intelligence Analyst which will follow all classification procedures:

- (1) The Law Enforcement Brief (LE Brief) is a law enforcement sensitive brief compiled from Criminal Intelligence information, and other federal, state, and local reports which may contain comprehensive law enforcement data. This brief is disseminated to law enforcement personnel.
- (2) The Critical Infrastructure Brief (CI Brief) is non-law enforcement; sensitive information brief compiled from open source internet sites and other federal, state, and local reports. A CI Brief may contain U/For Official Use Only documents and materials. This brief is disseminated to first responder, government, and private sector personnel.

No briefs or assessments can be disseminated outside the Sherburne County Sheriff's Office by the Criminal Intelligence Analyst unless reviewed by the Investigative Sergeant Supervisor. When reviewing briefs and assessments, particular attention will be focused on content, classification, and compliance with this policy. All attached documents will have the permission of the originating agency for use prior to inclusion in the brief or assessment and dissemination will be limited to Stakeholder Agencies.

All information that is disclosed shall be recorded within the Criminal Intelligence Database. A Stakeholder Agency may not re-disclose information from the Criminal Intelligence Analyst until it has received permission from the Investigative Sergeant Supervisor.

Access to the Criminal Intelligence Database requires authorization from the Investigative Sergeant Supervisor, Investigative Captain, Chief Deputy or the Sheriff and the issuance of a user name and password, that is fully auditable and tracks record access.

### XIII. Redress

#### A. Disclosure to a Data Subject

An individual who is the subject of data in the Criminal Intelligence Database has a number of rights that are found in Minn. Stat. §13.04, subd. 3. Those rights include the right to know data exist, to inspect the data in the Criminal Intelligence file, to have copies of the data, and to have the meaning of the data explained. When data are classified as private, the Criminal Intelligence Analyst must verify the identity of the individual data subject using one of the identification methods specified in the data practices policies and procedures. After consulting with the Investigative Sergeant Supervisor, the Privacy Officer must respond to an individual data subject within the appropriate time frames allowed by statute.

The Data Practices Policies and Procedures are available at the Sherburne County Sheriff Office web site.

A record of these disclosures is kept by the Privacy Officer.

**B. Disclosure to the Public**

The public has the right to access public data maintained at the Sherburne County Sheriff's Office. See Minn. Stat. §13.03, subd. 3. The rights granted by section 13.03 include the right to inspect, to have copies and to have the meaning of the data explained. After consulting with the Investigative Sergeant Supervisor, the Privacy Officer is required to respond in an amount of time that is appropriate, prompt and reasonable. See Minn. Stat. §13.03, subd. 2(a) and Minn. Rules 1205.0300, subp. 3. The Privacy Officer keeps a record of these disclosures.

All media requests shall be forwarded to the Investigative Sergeant Supervisor for referral to the Investigative Captain.

**C. Corrections**

An individual data subject is authorized by Minn. Stat. §13.04, subd. 4, to challenge the accuracy and/or completeness of public or private data. The terms "accuracy" and "completeness" are defined in Minn. Rules 1205.1500, subd. 2. Section 13.04, subd.4, which requires any challenge to the accuracy or completeness of data to be made to the "responsible authority." The responsible authority is the Sherburne County Sheriff.

The Investigative Sergeant Supervisor has 30 days to respond to a data challenge and either change the data or indicate that the data are accurate or complete. If the individual data subject does not agree with the Sheriff's determination, the individual has the right to appeal the determination to the Sherburne County Sheriff.

The appeal process is described in Minn. Rules 1205.1600.

A record will be kept of all requests for corrections and the resulting action, if any.

**D. Complaints**

If an individual has a complaint about the accuracy or completeness of terrorism-related information that is:

- classified as confidential by state or federal law;
- held by the Criminal Intelligence Analyst; and
- allegedly has resulted in demonstrable harm to the complainant,

A complaint may be filed with the Investigative Sergeant Supervisor. The terrorism-related information in the Criminal Intelligence Database that can be remedied under this paragraph will be identified.

On receipt of the complaint at Sherburne County Sheriff's Office web site, the Privacy Officer (Sherburne County Sheriff's Office Records Supervisor) will acknowledge the complaint and will state that the complaint will be reviewed. If the complaint includes a request from the individual to know if confidential data exist, the Privacy Officer will, following appropriate identification of the individual, as required by Minn. Stat. §13.04, subd. 3, coordinate the response with appropriate personnel (Investigative Sergeant Supervisor and the Criminal Intelligence Analyst).

If the information originated in another agency, the Privacy Officer will give written notification of the complaint to that agency. That notification will occur within 10 business days of receipt of the complaint. The Privacy Officer will ask that the complaint be investigated and the Criminal Intelligence Analyst will inform the Privacy Officer within 30 days whether changes need to be made to make the information accurate or complete.

On receipt of the complaint, information held by the Criminal Intelligence Analyst that are covered by this paragraph will be flagged as having an outstanding complaint and the fact that a complaint has been made will be shared with any party to whom the information is disclosed.

If there is no resolution within 30 days, the Criminal Intelligence Analyst will not further share the information until such time as the complaint has been resolved. Once the complaint has been reviewed and a determination made to change the information or that it is accurate or complete, the flag will be removed and any recipients of the information notified of any change in response to the complaint.

A record of complaints and the resulting action taken will be kept by the Criminal Intelligence Analyst.

#### E. Criminal Intelligence Analyst Principles

Information gathered or collected and records retained by Criminal Intelligence Analyst will not be:

- Sold, published, exchanged, or disclosed for commercial purposes.
- Disclosed without prior notice to the originating agency unless disclosure is required by law.
- Disclosed to persons not authorized to access or use the information.

The Criminal Intelligence Analyst shall not confirm the existence or nonexistence of information to any person or agency that would not be eligible to receive the information unless otherwise required by law.

#### **XIV. Security Safeguards**

Sherburne County Sheriff, or his designee, will identify the technical resources to establish a secure office space for the Criminal Intelligence Analyst. In addition, Sherburne County Sheriff, or his designee will identify the technological support for secure internal and external safeguards against network intrusion of the Criminal Intelligence information systems.

Access to the Criminal Intelligence Database from outside of the facility will only be allowed over secure CJDN network lines.

Criminal Intelligence will be maintained in such a way that it cannot be stored, modified, destroyed, accessed, or purged without prior authorization.

SARs information will be stored in the same system as that for all other data, but will be clearly labeled as to its classification when disclosed. This system is compliant with 28 CFR Part 23 security requirements.

All Criminal Intelligence Analyst documents or software will be stored on Criminal Intelligence Analyst computer systems or storage devices and in compliance with SCSO/RCTAG policies. To prevent public records disclosure, risk and vulnerability assessments will not be stored with publically available information.

Minnesota law requires that if a breach of the security of private or confidential data occurs, the state agency that maintains the data must notify the individuals whose data were disclosed. Methods of notice are provided for in the statute along with the ability, in the appropriate circumstances, to delay notification to permit an active criminal investigation to occur without impediment. Minn. Stat. §13.055.

#### **XV. Information Retention and Destruction**

The Minnesota Records Management Act, Minn. Stat. §138.17, requires that an approved records retention schedule be in place before records can be destroyed. An approved records retention schedule for Criminal Intelligence records is in place and authorizes the destruction of certain records. The retention period varies by record series type. For any records series not on the approved records retention schedule, approval would need to be received before destruction could occur. That approval could be in the form of a new approved records retention schedule or a one-time permission from the Investigative Sergeant Supervisor to destroy records that are no longer collected. See Appendix D for a copy of the approved records retention schedule.

The Criminal Intelligence Database is the record of information to be reviewed for retention or destruction. Destruction occurs in a secure manner appropriate to the classification or sensitivity of the information. Thus, if information is classified as something other than public, secure destruction, such as shredding, must be used. Destruction must also be in compliance with

state policies governing destruction of electronic information. The Criminal Intelligence Analyst does not notify the originating agency, if any, when destruction occurs, nor is originating agency approval required. A records destruction report is required by state law. Minn. Stat. §138.17.

#### **XVI. Accountability and Enforcement**

The Criminal Intelligence Analyst will make this Privacy Policy available for public review, when requested.

The Investigative Sergeant Supervisor, in conjunction with the Privacy Officer, will be responsible for receiving and responding to inquiries and complaints about privacy, civil rights, and civil liberties protections in the information system. The Privacy Officer can be contacted at the following address: Sherburne County Sheriff's Office web site.

Queries made to the Criminal Intelligence Database will be auditable and be logged, identifying the user initiating the query. Criminal Intelligence information application logs will be made available for audit. When information is disseminated outside of the Criminal Intelligence Office, a secondary dissemination log will be created in order to capture updated information and provide an appropriate audit trail, as required by applicable law. Secondary dissemination of information can only be to a law enforcement agency for investigative purposes or to other agencies as provided by law.

The Criminal Intelligence secondary dissemination log will include:

1. Date of release.
2. The subject of the information
3. To whom the information was released, including address and telephone number.
4. An identification number or other indicator that clearly identifies the information released.
5. The purpose for which the information was requested.

The Investigative Sergeant Supervisor will be responsible for conducting or coordinating annual and random internal or Criminal Intelligence external audits, including audits by the legislative auditor, and for investigating misuse of Criminal Intelligence information systems. All confirmed or suspected violations of Criminal Intelligence policies will be reported to the Investigative Captain, who will determine the appropriate avenue of investigation and report confirmed violations to the Chief Deputy and Sheriff. If verified, violations will be sanctioned in accordance with the Sherburne County Sheriff's Office discipline policies.

The Criminal Intelligence Analyst will prepare an annual report to the Investigative Sergeant Supervisor regarding Privacy Policy status and information access issues.

## **XVIII. Training:**

The Criminal Intelligence Analyst is required to attend annual Privacy Policy training conducted by the Privacy Officer or their designee.

The Criminal Intelligence Analyst and any personnel providing information technology services to the Criminal Intelligence Database will participate in training programs regarding implementation of and adherence to this privacy, civil rights, and civil liberties policy

- The Privacy Policy training program will cover:
- Purposes of the privacy policy.
- Substance and intent of the provisions of the policy relating to collection, use, analysis, retention, destruction, sharing, and disclosure of SAR and ISE-SAR information maintained or submitted by the Criminal Intelligence Analyst to local, state, federal and tribal law enforcement agencies.
- How to implement the policy in the day-to-day work environment with local, state, federal, tribal law enforcement agencies.
- The impact of improper activities associated with violations of the policy.
- Mechanisms for reporting violations of the policy.
- The possible penalties for policy violations, including transfer, dismissal, and criminal liability, if any.

# **Criminal Intelligence Analyst Privacy Policy**

## **Appendix A**

### **Criminal Intelligence Analyst Memo of Understanding**

The establishment of an integrated system of gathering, analyzing and reporting all-crimes, all-hazards information must be a high priority for all local, state, and federal law enforcement agencies operating within the State of Minnesota. Pursuant to the Omnibus Crime Control and the Safe Streets Act of 1968, 42 U.S.C. 3711 et. seq. as amended and in accordance with 28 CFR Part 23; a facility is established to assist local, state and federal law enforcement and private sector resources. The entities involved include local, state and federal law enforcement; first responders; emergency management; and private sector entities. This facility is created through federal law in cooperation with and for the benefit of participating entities and must comply with all state and federal laws. Information will be shared pursuant to federal and state law to identify all-crimes, all-hazards. To this end the Criminal Intelligence Analyst is an investigative position at the Sherburne County Sheriff's Office.

#### **I. Participants:**

##### Present Participants:

- Sherburne County Sheriff's Office
- Hennepin County Sheriff's Office (CISA/MRIC)
- Becker Police Department
- Benton County Sheriff's Office
- Big Lake Police Department
- Cambridge Police Department
- Elk River Police Department
- Isanti County Sheriff's Office
- Isanti City Police Department
- Mille Lacs County Sheriff's Office
- Mille Lacs Tribal Police
- Princeton Police Department
- Roger Police Department
- Saint Cloud Police Department
- Stearns County Sheriff's Office
- Wright Count Sheriff's Office

##### Near Future Participants:

- Anoka County Sheriff's Office
- Sartell Police Department
- Sauk Rapids Police Department

##### Distance Future:

- Annandale Police Department
- Buffalo Police Department
- Milaca Police Department

## II. Responsibilities

A. The Criminal Intelligence Analyst will be guided by the following mission statement:

*The mission of the Criminal Intelligence Analyst is to collect, evaluate, analyze and disseminate information regarding organized criminal, terrorist, and all hazards activity in the State of Minnesota while complying with state and federal law to ensure the rights and privacy of all.*

B. The roles of the Criminal Intelligence Analyst include but are not limited to:

- i. Regional Infrastructure Development: This includes maintaining a regional user base for reviewing and sharing data received and made available by local and regional law enforcement agencies through the Sherburne County Sheriff's Office website and connecting with different groups to add members to Regional Criminal Tracking Analyst Group. Of special importance is establishing a link to the critical infrastructure group.
- ii. Bulletin Production and Dissemination: With the approval of the data originator, the Criminal Intelligence Analyst will produce timely and meaningful bulletins to share with a local, regional audience. No approval will be required for open source information.
- iii. Provide Basic investigation and analysis of Submissions to the Regional Criminal Tracking Analyst Group: The Criminal Intelligence Analyst will review the submissions initially using open source data bases and agency/state data bases brought into the analyst group to try to determine if submissions should move to the FBI's Intelligence Program or other appropriate agency(s). Criminal Intelligence Analyst with the appropriate clearances could perform other checks by utilizing FBI databases, as maintained and approved by the FBI. Additionally, the Criminal Intelligence Analyst will provide assistance for the FBI Intelligence Program pursuant to applicable state and federal law.
- iv. Response to Request for Information (RFI): Provide a timely response to requests from agencies, fusion centers, and the U.S. Department of Homeland Security (DHS) for information and services available through Criminal Intelligence Analyst to include but not limited to assessments, analytical products, and open source background materials.
- v. RCTAG Establishment: The Criminal Intelligence Analyst will assist with the building of the Regional Criminal Tracking Analyst Group website, and the appropriate policy and procedure development.
- vi. Training: The Criminal Intelligence Analyst will coordinate training relative to the function of the Regional Criminal Tracking Analyst Group.

### III. Limitations

- A. Nothing in this Memo of Understanding is intended or shall be construed, to modify or be in conflict with Minnesota State Statutes, federal law or Code of Federal Regulations. The Criminal Intelligence Analyst must adhere to the applicable state and federal law and US Attorney General Guidelines and Title 28, Code of Federal Regulations (CFR) in the lawful collection, maintenance and dissemination of information for and on behalf of the federal authorities. The Criminal Intelligence Analyst will maintain a written policy regarding the handling of data that complies with applicable state and federal law.
- B. Information and documents/files maintained or accessed by the Criminal Intelligence Analyst shall remain the property and in the constructive possession of the originating agency. Dissemination of information or documents outside the Sherburne County Sheriff's Office not accessible to the general public shall require permission of the originating agency and comply with all applicable state and federal law.

## **Criminal Intelligence Analyst Privacy Policy**

### **Appendix B**

#### **Criminal Intelligence Analyst Hot sheet Notice**

What follows is the text from the Sherburne County Sheriff's Office Criminal Intelligence Analyst Hot sheet registration forms. The registrant has to click on a separate box to agree and continue with the registration process. The notice explains the need to comply with the Privacy Policy.

I agree to not share my log-on and password with another party.

I agree to abide by all classification and dissemination terms that are placed on all products produced by the Criminal Intelligence Analyst and those that the Criminal Intelligence Analyst disseminates for other agencies. Those terms include but are not limited to:

No portion of Criminal Intelligence Analyst documents should be released to the media or general public.

Criminal Intelligence Analyst documents contain data protected by state and federal law and are subject to distribution restrictions.

Criminal Intelligence Analyst authorization is required prior to disseminating any Criminal Intelligence Analyst document or portion of outside of the intended recipients' agency.

I understand that any release of this information could adversely affect or jeopardize investigative activities.

# **Criminal Intelligence Analyst Privacy Policy**

## **Appendix C**

### **List of Applicable Statutes**

The following is a list of legal provisions that affect the operation of the Criminal Intelligence Analyst, the classification of data it holds and how access and dissemination of that data occurs.

This list is current as of the date it is developed and will be routinely reviewed and modified.

#### **Federal Provisions:**

United States Constitution, including the Bill of Rights.  
Brady Handgun Violence Prevention Act, 18 U.S.C. §§ 921, 922, 924, and 925A  
Computer Matching and Privacy Act of 1988, 5 U.S.C. § 552a(a); see also Office of Management and Budget, Memorandum M-01-05, "Guidance on Interagency Sharing of Personal Data—Protecting Personal Privacy," December 20, 2000  
Confidentiality of Identifiable Research and Statistical Information, 28 CFR Part 22  
Crime Identification Technology, 42 U.S.C. § 14601  
Criminal History Records Exchanged for Noncriminal Justice Purposes, 42 U.S.C. § 14611  
Criminal Intelligence Systems Operating Policies, 28 CFR Part 23  
Criminal Justice Information Systems, 28 CFR Part 20  
Disposal of Consumer Report Information and Records, 16 CFR Part 682  
Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510–2522, 2701–2709  
Fair Credit Reporting Act, 15 U.S.C. § 1681  
Federal Civil Rights laws, 42 U.S.C. § 1983  
Federal Records Act, 44 U.S.C. § 3301  
Freedom of Information Act (FOIA), 5 U.S.C.  
Indian Civil Rights Act of 1968, 25 U.S.C. § 1301 IRTPA, as amended by the 9/11 Commission Act National Child Protection Act of 1993, Pub. L. 103-209 (December 20, 1993)  
National Crime Prevention and Privacy Compact, 42 U.S.C. § 14616  
Privacy Act of 1974, 5 U.S.C. § 552a,  
Privacy of Consumer Financial Information, 16 CFR Part 313  
Protection of Human Subjects, 28 CFR Part 46,  
Safeguarding Customer Information, 16 CFR Part 314  
Sarbanes-Oxley Act of 2002, 15 U.S.C. § 7201  
USA PATRIOT Act, Public Law No. 107-56 (October 26, 2001)

#### **Minnesota Provisions**

Minnesota Constitution  
Minnesota Government Data Practices Act,  
Minnesota Statutes, Chapter 13 and enabling rules found in Minnesota Rules, Chapter 1205  
Official Records Act, Minnesota Statutes, section 15.17  
Records Management Act, Minnesota Statutes, section 138.0163. et. seq.  
Minnesota Health Records Act, Minnesota Statutes, section 144.291, et. seq.  
Minnesota Statutes, Chapter 243 - corrections

Minnesota Statutes, Chapter 260B - juveniles alleged or adjudicated delinquent  
Minnesota Statutes, Chapter 299C - Bureau of Criminal Apprehension  
Minnesota Statutes, Chapters 609-643 -provisions relate to crimes and offenses,  
rehabilitation and incarceration

# **Criminal Intelligence Analyst Privacy Policy**

## **Appendix D**

### **Criminal Intelligence Records Retention Schedule**

1. Division/Section  
Sherburne County Sheriff's Office Regional Criminal Tracking and Analysis Group (RCTAG)
2. Address 13880 Business Center Drive Elk River, MN 55330
3. Information developed and maintained by the Criminal Analyst will be stored and accessible for five (5) years.
4. Agency Records Management Officer  
Sue Kuiper
5. Agency Head or Designee  
Inv. Sgt. Paul Novotny  
(763) 765-3511

# Sherburne County Sheriff's Office Policy Manual

## Regional Criminal Tracking and Analysis Group

### 800.1 POLICY

It shall be the policy of the Office that all employees adhere to the standards established for the collection, retention, dissemination, and disposition of criminal intelligence information, as it relates to the essential function of law enforcement and the use of the Regional Criminal Tracking and Analysis Group (RCTAG).

### 800.2 DEFINITIONS

**RCTAG** Means the Regional Criminal Tracking and Analysis Group; consisting of analysts, training and liaison officers, managers and a secure website used to disseminate information of recent criminal activity, maintained by the Sheriff's Office.

**RCTAG Database** Means the archived information which is stored for five years from the date of posting on the website.

**RCTAG Unit Supervisor** Is an Investigative Sergeant of the Sheriff's Office CID, appointed by the Investigative Captain.

**RCTAG Privacy Officer** Is the Sheriff's Office Records Supervisor, or their designee, who will provide privacy training and ensure compliance with the Data Privacy Statutes.

**Criminal Intelligence Analyst** An employee of the Sheriff's Office that performs a wide range of analysis of information relating to criminal activities in support of law enforcement and criminal investigations.

**Criminal Intelligence Information** Information compiled, analyzed and/or disseminated in an effort to anticipate, prevent, or monitor criminal activity.

**Reasonable Suspicion of Criminal Activity** Reasonable suspicion is present when sufficient facts are established to give a trained law enforcement officer or criminal investigative agency officer, investigator, or employee a basis to believe that there is, or has been, a reasonable possibility that an individual or organization is involved in a definable criminal activity or enterprise.

### 800.3 PURPOSE

The Regional Criminal Tracking and Analysis Group (RCTAG) develops information for and by Participating and Stakeholder Agencies. The decisions by agencies to participate in the RCTAG and which databases to provide for RCTAG use are voluntary and are controlled by the laws and rules governing those individual agencies, as well as a memorandum of understanding signed by all participating agencies.

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The RCTAG provides timely sharing and exchange of crime-related information. A primary focus of the RCTAG is developing and disseminating criminal investigative information. A process of information collection, integration, evaluation, analysis and dissemination is used for law enforcement purposes and in the interest of public safety. The information is made available to law enforcement agencies and certain other entities consistent with Minnesota Statutes, Chapter 13, 28 CFR part 23, and other applicable state and federal law.

### **800.4 OBJECTIVES**

Be an active participant in the information sharing environment.

Increase public safety and security in Sherburne County and the surrounding communities, the State of Minnesota and the United States of America.

Mitigate or minimize the threat and risk of injury to all members of the public safety and health care communities.

Mitigate or minimize the threat and risk of damage to real or personal property.

Protect the individual privacy rights, civil rights or other protected interests a person or persons may have.

Protect the integrity of the criminal investigative, criminal intelligence, and justice system processes and information.

Foster relationships with persons or groups of people in an effort to promote cooperation between law enforcement and the community which it serves.

Make the most effective use of public safety resources.

Provide liaison, coordination, and resource assistance in the collection, exchange, or dissemination, and analysis of criminal information or criminal intelligence in an on-going investigation or prosecution to specific areas of criminal activity.

Participate in local, regional, and national networks whose missions support and exchange sharing of criminal intelligence information.

Support active or on-going criminal investigations by providing information, analysis, or technical assistance for case-support.

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*Regional Crime Tracking and Analysis Group*

## **800.5 USE OF INFORMATION**

The Office's Regional Crime Tracking and Analysis Group Unit (RCTAG) establishes internal controls for the collection, retention, integration, evaluation, analysis and dissemination through established procedures for law enforcement purposes, in the interest of public safety, and in compliance with state and federal laws.

## **800.6 CRIME ANALYSIS REPORT**

Crime analysis reports shall be prepared by Criminal Information Analysts. Such reports may address and document the following crime factors:

- (a) Frequency by type
- (b) Geographic distribution
- (c) Victim and target descriptions
- (d) Identify relationships and associations
- (e) Identify patterns and trends
- (f) Suspect descriptions
- (g) Suspect vehicle descriptions
- (h) Physical evidence
- (i) Property loss

The reports will be used to provide officer safety information, and to support criminal investigations. The reports may be provided to the Sheriff, Chief Deputy, Commanders and all licensed deputy staff, as well as other law enforcement agencies or additional office personnel where appropriate.

## **800.7 DISSEMINATION OF INFORMATION**

Criminal intelligence information shall not be released to the news media or public without prior approval from the Sheriff or designee.

Criminal intelligence information shall only be shared with other law enforcement agencies with the approval of the RCTAG Unit's Supervisor. The agency and/or officer receiving the information shall agree to be bound by the RCTAG Unit's policy relating to the storage, retrieval, and dissemination of the information provided. Criminal intelligence information shared with law enforcement personnel may include information about individuals who:

- Are suspected of being or having been involved in planning, organizing, financing, or committing of criminal acts; or
- Are suspected of being or having been involved in criminal activities with known or suspected criminal organization.
- Have active wants or warrants out for their detention or arrest.

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Organizations, businesses, and groups that:

- Are suspected of being or having been involved in planning, organizing, financing, or committing of criminal acts; or
- Are suspected of being or having been illegally operating, controlling, financed, or infiltrated by known or suspected criminal organizations.
- Use illegal activities and/or enterprises as a principal means to obtain resources, support for their existence or further their organizational goals
- Case sensitive criminal intelligence information shall only be shared with other law enforcement agency members, with the approval of the RCTAG Unit's supervisor.
- The release of electronic surveillance and/or any photographic information pertaining to criminal intelligence information to any authorized law enforcement personnel shall be made only with the approval of the RCTAG Unit's supervisor and with the stipulation that such information shall not be duplicated or otherwise disseminated.

## **800.8 INFORMATION COLLECTION**

No employee of the Sheriff's Office shall collect criminal intelligence information about the political, religious, or social views, associations or activities of any individual or any group, association, corporation, business, partnership, or other organization unless such information directly relates to criminal conduct or activity and there is reasonable suspicion that the subject of the information is or may be involved in criminal conduct or activity.

Information collected by employees of the Sheriff's Office must meet the following guidelines:

- (a) The source of the information is reliable.
- (b) The information is accurate and current.
- (c) The information is verifiable.
- (d) There exists a reasonable suspicion that the individual or organization is involved in criminal conduct, and the information is relevant to that conduct.
- (e) Information was collected in a lawful manner, and investigative techniques were only as intrusive as necessary to collect sufficient information to prevent criminal conduct or the planning of criminal conduct.

## **800.9 RETENTION OF INFORMATION**

All information retained in the RCTAG website shall be retained for five (5) years from the date the information is posted on the site and in compliance with state and federal law. After that time the information will be deleted.

# Sherburne County Sheriff's Office

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### *Regional Crime Tracking and Analysis Group*

Only lawfully collected information based on reasonable suspicion of criminal activity may be stored in the RCTAG web site. Specifically, the following types of material may not be retained:

- (a) Information on an individual or group based solely on the fact that such individual or group support unpopular causes.
- (b) Information on an individual or group based solely upon the race, gender, age, or ethnic background of a individual or group members.
- (c) Information on an individual based solely on personal habits and/or predilections that do not break any laws or threaten the safety of others.
- (d) Information obtained in violation of any applicable federal, state, or local rules statues or ordinances.

#### **800.10 AUDIT/PURGING DOCUMENTS**

The RCTAG Unit supervisor is responsible for ensuring that all criminal information documents posted on the RCTAG website fit the criteria for posting. Reviewing of these documents will be done on an on-going basis. The maximum retention period is five (5) years and after that time, documents must be removed from the system. The Sheriff's Office maintains the right to update and/or revalidate the submissions made by this office and other participating agencies.

Any information that is found to be inaccurate, misleading, obsolete, or otherwise unreliable will be purged. All paper documents that are purged shall be shredded.

#### **800.11 PRIVACY OFFICER**

The RCTAG Privacy Officer will be responsible for information regarding privacy issues, including implementation of Privacy Policy requirements. The RCTAG Privacy Officer or their designee will facilitate an annual review and update of the privacy policy.

#### **800.12 DATA REQUEST REPONSES FOR THE RCTAG**

Subd. 1. **Data practices act governs.** The provisions of chapter 13 apply to this section.

Subd. 2. **Data classification; general rule; changes in classification; audit trail.**

(a) The classification of data in the law enforcement agency does not change after the data is submitted to RCTAG. If RCTAG is the only source of data made public by section 13.82, subdivisions 2, 3, 6, and 7, data described in those subdivisions must be downloaded and made available to the public as required by section 13.03.

(b) Data on individuals created, collected, received, maintained, or disseminated by RCTAG is classified as confidential data on individuals as defined in section 13.02, subdivision 3, and

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section 13.82, subdivision 25, and becomes private data on individuals as defined in section 13.02, subdivision 12, as provided by this section.

(c) Data not on individuals created, collected, received, maintained, or disseminated by RCTAG is classified as protected nonpublic data as defined in section 13.02, subdivision 13, and becomes nonpublic data as defined in section 13.02, subdivision 9, as provided by this section.

(d) Confidential or protected nonpublic data created, collected, received, maintained, or disseminated by RCTAG must automatically change classification from confidential data to private data or from protected nonpublic data to nonpublic data on the earlier of the following dates:

(1) upon receipt by RCTAG of notice from a law enforcement agency that an investigation has become inactive; or

(2) when the data has not been updated by the law enforcement agency that submitted it for a period of 120 days.

(e) For the purposes of this section, an investigation becomes inactive upon the occurrence of any of the events listed in section 13.82, subdivision 7, clauses (a) to (c).

(f) A law enforcement agency that submits data to RCTAG must notify RCTAG if an investigation has become inactive so that the data is classified as private data or nonpublic data. The law enforcement agency must provide this notice to RCTAG within ten days after an investigation becomes inactive.

(h) All queries and responses and all actions in which data is submitted to RCTAG, changes classification, or is disseminated by RCTAG to any law enforcement agency must be recorded in the RCTAG audit trail.

**Subd. 3. Access to RCTAG data by law enforcement agency personnel.** Only law enforcement agency personnel that have signed the appropriate Memorandum of Understanding may enter, update, or access RCTAG data. The ability of particular law enforcement agency personnel to enter, update, or access RCTAG data must be limited by the official duties and training level of the personnel.

**Subd. 4. Access to RCTAG data by data subject.** (a) Upon request to the Sherburne County Sheriff's Office or to a law enforcement agency participating in RCTAG an individual shall be informed whether the individual is the subject of private or confidential data held by RCTAG. An individual who is the subject of private data held by RCTAG may obtain access to the data by making a request to the Sherburne County Sheriff's Office or to a participating law enforcement agency. Private data provided to the subject under this subdivision must also include the name of the law enforcement agency that submitted the data to RCTAG and the name, telephone number, and address of the responsible authority for the data. If the data that

# Sherburne County Sheriff's Office

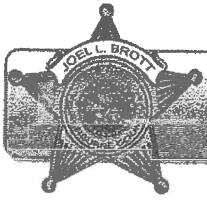
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is in RCTAG originated from a law enforcement agency other than the Sherburne County Sheriff's Office, the data subject will be referred to the originating agency to obtain the data.

(b) If an individual who is the subject of private data held by RCTAG requests access to the data or release of the data to a third party, the individual must appear in person at the Sherburne County Sheriff's Office or a participating law enforcement agency to give informed consent to the data access or release.

Subd. 5. **Challenge to completeness and accuracy of data.** An individual who is the subject of public or private data held by RCTAG and who wants to challenge the completeness or accuracy of the data under section 13.04, subdivision 4, must notify in writing the responsible authority for the data. A law enforcement agency must notify the Sherburne County Sheriff's Office when data held by RCTAG is challenged. The notification must identify the data that was challenged and the subject of the data. RCTAG must include any notification received under this paragraph whenever disseminating data about which no determination has been made. When the responsible authority of a law enforcement agency completes, corrects, or destroys successfully challenged data, the corrected data must be submitted to RCTAG and any future dissemination must be of the corrected data.



# Regional Criminal Tracking & Analysis Group

## SUBJECT WORK UP REQUEST FORM

Requested By:

Agency:

Case #:

Date:

Type of Case:

Subjects Name:

Subjects DOB:

Subjects Address:

Reason For Subject Workup:

- |   |   |
|---|---|
| <input type="checkbox"/> Warrant Service                    | <input type="checkbox"/> Criminal Investigation       |
| <input type="checkbox"/> Welfare Check/Missing Person       | <input type="checkbox"/> Suspicious Activity          |
| <input type="checkbox"/> Pick-up and Hold/Attempt To Locate | <input type="checkbox"/> Other (provide instructions) |

Special Request or Instructions:

(For RCTAG Use Only)

- |   |                                      |  |
|---|--------------------------------------|--|
| <input type="checkbox"/> DVS                        | <input type="checkbox"/> LENS        | <input type="checkbox"/> ProPhoenix          |
| <input type="checkbox"/> MyBCA                      | <input type="checkbox"/> N-DEX/LEO   | <input type="checkbox"/> iBase               |
| <input type="checkbox"/> TLO/CLEAR                  | <input type="checkbox"/> CAPRS       | <input type="checkbox"/> Analyst Notebook    |
| <input type="checkbox"/> MNCIS/Odyssey              | <input type="checkbox"/> MRAP        | <input type="checkbox"/> Jail Management Sys |
| <input type="checkbox"/> MOCIC                      | <input type="checkbox"/> POR         | <input type="checkbox"/> HCSO/CISA/MRIC      |
| <input type="checkbox"/> Facebook                   | <input type="checkbox"/> LeadsOnline | <input type="checkbox"/> LETG                |
| <input type="checkbox"/> _____ Intelligence Centers |                                      |  |

**Disclaimer:** The information contained in this brief is disseminated from the Sherburne County Sheriff's Office. This brief contains confidential law enforcement data. It is for official use only (FOUO) and is intended for the use of law enforcement personnel or public safety entities designated. Limit dissemination to law enforcement personnel and designated state, local, federal, tribal and military officials with a need to know. Not for public or media release.



## Regional Crime Tracking and Analysis Group

# REQUEST FOR POSTING INFORMATION ON RCTAG WEB SITE

Requesting Agency:

Requesting Officer:

Requesting Officers Telephone Number:

Case or ICR #:

Information To Be Posted:

**\*\* Please attach pictures - when possible \*\***

**Forward this request to**

**William Jones  
Criminal Intelligence Analyst  
Criminal Investigations Division  
Sherburne County Sheriff's Office  
William.jones@co.sherburne.mn.us**

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**Consent Agenda Item I:** Purchase Officer Protective Equipment

The 2017 budget for the police department includes funds to purchase officer protective gear that could be worn in the event of some type of civil disturbance. The equipment purchased will outfit a team of eight department personnel with individually fitted safety equipment and apparel. It is anticipated that training in appropriate response to a civil disturbance events will start during the summer of 2017. The cost for all the necessary equipment is \$8,483.60.

ALPHA Training & Tactics LLC & Sales

15247 61ST ST NE  
Spicer, MN 56288

**Estimate**

Date	Estimate #
1/27/2017	2017-011

Name / Address
Waite Park Police Department 19 13th Ave N Waite Park, MN 56387

				Project
Item	Description	Qty	Rate	Total
CONDOR 241	Battle Belt Gen II, black in color	8	23.95	191.60
Condor TB	Condor TB Tactical Belt, Two removable pistol mags at the ready and a quick release buckle make the TB a great belt to be used with the [241]Battle Belt.	8	24.045	192.36
CONDOR MA 23...	Condor Dual Pistol Magazine Pouch. MA 23-002 black in color Fits two pistol mags with Velcro secured flap.	8	11.95	95.60
CONDOR MA47	Condor MA47, Handcuff Pouch, BLACK in color	8	9.95	79.60
HWI HKTG 100	HWI Hard Knuckle Tactical Glove, 9 oz Kevlar Fire and Cut resistance. Injected molded hard knuckle piece. Wrapped trigger finger. Black in color	8	50.00	400.00
HWI ELITE DEF...	HWI Elite Defender Riot Suit, ED100 Complete protection of the Neck, Chest, Back, Torso, Shoulders, Arms, Groin, Legs and Foot. Built with a special hardshell design which maximizes shock absorption and protection. Custom plate allows for full range of motion and mobility. Carry bag included. Black in color	8	499.00	3,992.00
SHIPPING	Shipping Cost--Defender Suit	1	175.00	175.00
SAFARILAND S...	Safariland SLS Tactical Holster 88053, Drop leg with Dual leg straps. Glock 23 with TL-1 Streamlight 6304-832-131	8	230.00	1,840.00
PACA TacElite E...	PACA Tac Elite EPR Riot Helmet, Black in Color with Gas Mask Face Shield	8	184.68	1,477.44
SHIPPING	Shipping Cost helmets	1	40.00	40.00
Thank you for allowing us to give you an estimate!			<b>Total</b>	<b>\$8,483.60</b>

alphatrainingandtactics@gmail.com  
www.alphatrainingandtactics.com

320 894 3385

**Consent Agenda Item J:** Approve Temporary Liquor License for Waite Park Family Fun Fest

Attached is the application for approval of a Temporary Off-Sale Liquor License for the Waite Park Family Fun Fest weekend of June 9-10<sup>th</sup> with Council approval of waiving the \$100 fee.



CITY OF

# Waite Park

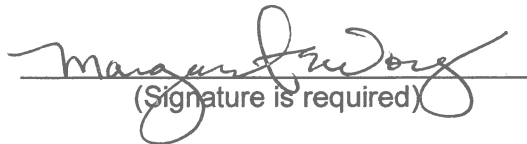
WHERE MINNESOTA CONNECTS

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

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

The undersigned hereby applies for the following:

### Special 1-4 Day Temporary Liquor License

  
(Signature is required)

MARGARET WOLF  
(Print Name)

Date(s) of Event: JUNE 9 - 10, 2017

Name of Event: WAITE PARK FAMILY FUN FEST

Business Name: SPASS TAG FESTIVAL CORP

Business Address: 24 4th AVE N, WAITE PARK MN 56387

Business Phone #: (320) 251-3033

Please supply the following forms with your application:

Copy of Liquor Liability Insurance Certificate

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



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

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

Address City State Zip Code  
WAITE PARK Minnesota 56387

Name of person making application Business phone Home phone  
 MARGARET WOLF 320-229-3683

Date(s) of event Type of organization  
 JUNE 9 - 10, 2017 
 Club  Charitable  Religious  Other non-profit

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

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

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

Organization officer's name City State Zip Code  
  Minnesota

Location where permit will be used. If an outdoor area, describe.

WAITE PARK COMMUNITY PARK, 151 13TH AVE N, WAITE PARK

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

N/A

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

OMANN INSURANCE

**APPROVAL**

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

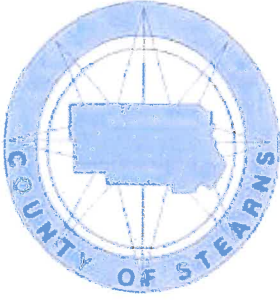
City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official Approved Director Alcohol and Gambling Enforcement  
 CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

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

**Consent Agenda Item K:** Classification and Sale of Forfeited Lands at 249 34<sup>th</sup> Avenue South

Approve the classification as made by the County Board of Stearns County and also approve the sale of such lands according to law.



# C O U N T Y O F S T E A R N S

## *Office of the County Auditor-Treasurer*

Administration Center Rm 148 • 705 Courthouse Square • St. Cloud, MN 56303

320-656-3900 • FAX 320-656-3916

Randy R. Schreifels, County Auditor - Treasurer

March 1, 2017

**PLEASE SIGN AND RETURN IMMEDIATELY SO THAT WE CAN SCHEDULE OUR SALE AS SOON AS POSSIBLE FOLLOWING STATE APPROVAL.** Also enclosed is a property information form that needs to be completed so that we can provide as much information to perspective buyers. Thank you.

Whereas, the County Board of Stearns County, Minnesota, has classified the following described forfeited lands as non-conservation lands and ordered the following tract(s) to be sold at public sale thereof, in accordance with Minnesota Statutes, Chapter 282.01 to wit:

### City of Waite Park

<u>Pin</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Legal Description</u>	<u>Appraised Price</u>
98.60672.0716	24	124	29	Lot 005 Block 003 of INDUSTRIES WEST	\$ 36,000.00

We, the governing body of the City of Waite Park after due investigation do hereby approve the classification as made by the County Board of Stearns County and also approve the sale of such lands according to law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
City of Waite Park Mayor

# Stearns County Tax Forfeiture Property Information Form

Local Government: WAITE PARK CITY

Parcel Number: 98.60672.0716

Legal Description:

SubdivisionName INDUSTRIES WEST Lot 005 Block  
003 SubdivisionCd 31015

Property Address: 249 34TH AVE S

Zoning:

I-1 Light Industrial

Special Assessments to be  
Recertified and terms:

2008 Industries West Improvements

Balance at end of 2016: \$25,945.38 (Principal)

\$ 8,938.37 (Interest)

\$34,883.75 (Total)

2015 & 2016 Grass Cutting Fees: \$480.00 (8/27/15)

\$360.00 (7/29/16)

\$ 78.24 (Interest & Cert. Fee)

\$918.24 (Total)

Restrictions/Other Information:

None

Environmental/Wetland  
Information:

None

WAITE PARK CITY

Signature: \_\_\_\_\_

**Consent Agenda Item L:** Approve Landscape Coordinator Contract

Our contract is up for the year with Lorraine Russell for Landscape Coordinator. The contract is the same as past years, with the only change is a rate increase from \$7,300 in 2016-2017 to \$8,100 for 2017-2018. The Contract runs from April 2017 to March 2018. Please see attached contract for consideration. Staff recommends approval as presented.

## LANDSCAPE CONSULTANT SERVICES AGREEMENT

This Landscape Consultant Services Agreement (hereafter, "Agreement"), is made and executed this 4th day of April, 2017, by and between the City of Waite Park, a political subdivision organized under the laws of the State of Minnesota, (hereafter, "City") and Lorraine Russell (hereafter, "Consultant"), collectively "the parties".

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

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

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

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

**1. Landscape Consultant.**

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

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

Consultant represents and warrants to City that they will hold all required licenses to perform the Required Services of this Agreement. The Consultant represents and warrants that they will comply with all relevant federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards existing or hereafter promulgated.

**3. Terms and Termination.**

**A. Term.**

This agreement is effective commencing April 4, 2017 and shall consist of a period of 12 months of service. The Agreement shall continue in effect until March 31, 2018 unless City and Consultant mutually agree in writing to extend or terminate this Agreement.

**B. Termination.**

1. **For Cause.** Either party to this Agreement may immediately terminate this Agreement and declare this Agreement void and of no further force or effect in the event of breach or default of any of the terms, conditions, or covenants contained in this Agreement. Failure to terminate this Agreement for breach, default, or conflict of interest shall not constitute a waiver of the ability to terminate.
2. **General.** Either party may terminate this Agreement without cause with 30 days written notice.

#### **4. Scope of Services.**

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

- A.** Oversees and Direct workers, in order to keep maintained, all city landscaped areas including, City R.O.W, Parks, Trails, Building's and Plantings.
- B.** Recruit, Train and Coordinate volunteers and organizations on proper landscape maintenance, to help maintain landscape areas. This may require some hands-on work but only for training reasons.
- C.** Assist and Recommend design & layouts of future landscaping areas throughout city. For 2017 - Waite Avenue North median and boulevard and Library Reading Garden. This may include any other areas the City or Park Board would like to have done.
- D.** Communicate with Public Works about needs for equipment, supplies and labor help. This will include getting prices and submitting to Public Works for approval. Once approved, consultant will fill out any and all paperwork required for Public Works to sign off on and purchase.
- E.** Any requests for signing off on purchases, labor or equipment requests will need 48 hour notice to Public Works.
- F.** Monitors and makes recommendations for the city irrigation systems at City Hall, Rivers Edge, Waite Avenue, Community Park, and Healthy Living Trail for proper function. Determines the hand watering needs for non-irrigated landscaped areas. Recommends the nutrient needs for all planting areas.
- G.** Submits list and quantities of all new plantings for coming season to the Public Works Department for approval.
- H.** Prepare a list of needs for maintenance and projects throughout the city, and give opinion for each item on who would be best to handle the duty. Either (Volunteer, Seasonal Employee, Full time Public Works Worker, or Contractor)
- I.** Any questions and contact will be through Public Works. With access to Public Works Department, paperwork including use of the copier for any needs can be utilized in the upper training room.
- J.** Will obtain to the best of your ability, to recommend and get prices for purchases from businesses within the City limits. This may not always be possible, so going outside the city may be granted.

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

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

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

**Payment to Consultant.**

- A. **Fees.** Consultant shall be paid a fee per month, according to schedule below per month beginning April 4, 2017 and ending on March 30, 2018

*Month of:*

April 2017	\$600	May 2017	\$900	June 2017	\$900	July 2017	\$900
August 2017	\$900	September 2017	\$900	October 2017	\$900	November 2017	\$600
December 2017	\$150	January 2018	\$150	February 2018	\$600	March 2018	\$600

- B. **Payments.** Payments will be made by the 15<sup>th</sup> of following month.
- C. **Payment for Additional Work.** Additional work outside the scope of this agreement shall be mutually agreed by the parties as to scope and for compensation.
- D. **No Reimbursement for Expenses.** The City shall not be required to reimburse Consultant for out-of-pocket expenses incurred by Consultant in the performance of its services pursuant to this Agreement.

**5. Records.**

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

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

**6. Insurance.**

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

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

**B. Automobile Public Liability Insurance.**

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

**8. Binding Effect.**

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

**9. Severability.**

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

**10. Independent Consultant.**

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

Consultant shall communicate with Public Works Director who shall be the liaison for the City of Waite Park.

**11. Notices.**

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

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

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

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

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

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

LORRAINE RUSSELL

By \_\_\_\_\_

Its \_\_\_\_\_

CITY OF WAITE PARK

By \_\_\_\_\_

Richard E. Miller  
Its Mayor

By \_\_\_\_\_

Shaunna Johnson  
Its Administrator-Clerk-Treasurer

**Consent Agenda Item M:** Approve Babe Ruth Agreement

The Babe Ruth agreement is up and needs to be renewed. The Mayor and Bill Schluenz met with their President and Vice President to go over the agreement. There is only one change to the contract of any substance. In the past agreement, we have required Babe Ruth to pay the City \$2,000 a year for use of the facility. They are requesting to have the City waive the annual payment of \$2,000, as long as, they put the \$2,000 towards equipment needs for the facility. In the past, they have purchased equipment for the facility and not come to City for the extra costs. We also added language that Babe Ruth will not allow alcohol to be allowed onsite without City approval. The Agreement would be for 2 ¾ years, ending on 12-31-2020. See attached agreement. Staff is recommending the agreement be approved as presented.

**Agreement Between  
City of Waite Park  
And  
Waite Park Babe Ruth, Inc.**

The City of Waite Park (City) agrees to allow Waite Park Babe Ruth, Inc. (WPBRI) to operate their business utilizing city property for a period of 2 3/4 years commencing on the date of approval by the City Council. The usage of the city property is contingent on Waite Park Babe Ruth, Inc. agreeing to the following conditions:

- WPBRI agrees their length of season will generally consist from April 1<sup>st</sup> through October 31<sup>st</sup> of each year. This can change slightly depending on weather conditions, as long as, it is coordinated with the City Liaison.
- WPBRI agrees that their use of the Quad's, Plaza Park Bank & Darrell Rapp fields during their season is exclusive.
- Filing with the City on a yearly basis an Insurance Certificate.
- WPBRI agrees to defend, indemnify and hold the City of Waite Park harmless against any and all claims by third parties for personal injury, death, or property damage arising out of the use of city property by WPBRI under this agreement, unless such claims are due to the negligent or intentional acts of the City, or its employees acting within their capacity as employees.
- Filing with the City document(s) showing WPBRI has Workers Liability & Workers Comp coverage.
- WPBRI follows all child labor laws.
- WPBRI is to follow all applicable regulations of the Dept. of Health & Stearns County as far as running a concession stand. No alcohol will be served on site *or allowed on site without City approval*. WPBRI has the option of pursuing a temporary liquor permit for a fundraising event on site.
- WPBRI is to provide safety & first aid equipment for the teams, site and concession stand.
- City has ownership of all buildings, and PIO "property in open" (lights, fencing, garbage receptacles, bleachers & dugouts)
- City will insure all buildings and PIO. WPBRI insures all other equipment.
- Any and all changes to the grounds and buildings will need to have City approvals. (Park Board first, then that recommendation will be given to the City Council for final action)
- WPBRI agrees to pay the city every year of this agreement, \$2,000 for the use of City property and all equipment necessary to maintain the park. Payment is due in September of each year following the respective season. However, with rising utility costs the City will on a yearly basis review these costs to determine if a larger share should be paid by WPBRI. The City agrees to pay all other utility costs (water, sewer, internet Wi-Fi). *The City agrees to waive the \$2,000 annual fee, as long as, WPBRI uses that money to purchase equipment, and it is reported to the City on the Balance Sheet and Profit and Loss Statement each year.*

- WPBRI goal is to maintain a reserve of 50% of its annual operating budget. (Approximately \$45,000). Once that goal is reached, any funds over that amount will be utilized on mutually agreed to projects within the complex to be completed the following spring. In addition, WPBRI will provide information regarding player fees in relation to other local organizations to ensure proper fee schedule.
- WPBRI agrees to submit to City Staff all of their previous year's financial records and a full inventory of all equipment WPBRI own. Financial records shall consist of a Profit and Loss Statement, and Balance Sheet. These reports shall be submitted each year, by December 31<sup>st</sup> following their respective season.
- The Public Works Director will be the City Liaison.
- If concessions stand records a profit in any given year WPBRI is required to reinvest profits back into the Rivers Edge Park, and need to submit with annual financial records a report showing where the profits were used.
- Concessions, restrooms, and all other supplies will be from vendors located in the City of Waite Park whenever possible.
- The fields (Quad's, Plaza Park Bank & Darrell Rapp) will be locked at all times.

**WPBRI agrees to provide:**

- Mowing of all fields being used by them and other areas as defined below:
  - Quad's, Plaza Park Bank & Darrell Rapp, Rivers Edge 1 & 2 and all other areas outside the fields (North - from the north curb line on paved parking lot to trail on north side of park & from the sidewalk on 10<sup>th</sup> Ave North to west side of the Quad fields)
- Field preparation. (dragging, setting bases, field striping, temporary fences, etc.)
  - Quad's, Plaza Park Bank & Darrell Rapp, Rivers Edge 1 & 2, Community Park and Bartz Park.
- Cleaning of restrooms on a daily basis (Quad complex, Rivers Edge North bathroom and Rivers Edge 1 & 2 bathrooms) during the season and on weekends when WPBRI is utilizing the facility. The City will clean above bathrooms after WPBRI season is over.
- Check and empty all garbage receptacles located within Rivers Edge Park on a daily basis and on weekends when WPBRI is utilizing the facility. The City will check and empty garbage after WPBRI season is over.
- Field aeration. (WPBRI has right to use City's aerator)
- Fertilizer and its application.
- Field management in coordination with the City Liaison.
- Minor maintenance of storage buildings.
- Decision to allow parking on the grass parking lot located south of Plaza Park Bank field. Will be determined by WPBRI in coordination with the City Liaison, based on turf conditions each day.
- Minor maintenance of irrigation system.
- Cleaning of bleachers, area surrounding bleachers and dugouts of debris (garbage, sunflower seeds, etc.) will be done on a daily basis.
- Cleaning of 2<sup>nd</sup> floor of concession bldg. (floors, walls and windows)
- Field maintenance supplies. (fuel, chalk, line paint, diamond dry, etc.)
- Operation of field lights in coordination with the City Liaison.

**The City agrees to provide:**

- Refuse service/dumpster.
- Major maintenance of irrigation system.
- Garbage bags for garbage receptacles.
- Mowing of Bartz Park
- Gate and signage for grass parking lot with chain and padlock.
- Major maintenance and repairs that might be needed to the facility. "*Facility*" is defined as all ball fields, dugouts, and other structures within the Rivers Edge and Bartz Park. (WPBRI agrees to submit to the City by September 1<sup>st</sup> of each year any major items needed in a detailed report as this will need to be included in the budget process.) Furnishing, installing and removing netting on quad fields (new netting replaced by City on an agreed to depreciation schedule.)
- Furnishing ag-lime for infields. (must be planned and budgeted)

I \_\_\_\_\_  
Printed Name    Signature    Officer Title    Date

as authorized agent of WPBRI, hereby agree to the terms listed above in this agreement.

This agreement will go into effect and last for a period of 2 3/4 years commencing on this day

April 4, 2017 when the City Council of Waite Park approves the agreement, and end on December 31, 2020

\_\_\_\_\_  
Mayor - Rick Miller

ATTEST: \_\_\_\_\_  
City Clerk/Administrator Shaunna Johnson

**Consent Agenda Item N: Approve CMACC Contract**

Our contract is up for the year with Central Minnesota Animal Care and Control, Inc (CMACC). The contract is the same as past years with a slight rate increase for only a couple of items regarding rabies testing in the event that an animal needs to be tested. Our other rates are staying the same. Attached is a copy of the proposed contract for your review and consideration. Staff is recommending approval.

**Central Minnesota Animal Care and Control, LLC  
animal sheltering contract with the City of Waite Park**

THIS AGREEMENT is made and entered into by and between:

City of Waite Park, (The City)  
19 13th Avenue North  
PO Box 339  
Waite Park MN 5638 (320) 252-6822

and

Lisa Tenter  
dba Central Minnesota Animal Care and Control, LLC., (CMACC)  
1021 S. Benton Drive  
Sauk Rapids, MN 56379 (320-257-0103)

WHEREAS, the City wishes to purchase the services of CMACC for management, board and care of animals seized by the City or it's agents, and

WHEREAS, CMACC has the ability to provide these services;

NOW, THEREFORE, in consideration of the mutual undertakings and agreement hereinafter set fourth, the City and CMACC agree as follows:

**TERM**

CMACC agrees to furnish services on behalf of the City, and the City agrees to use CMACC exclusively for it's animal sheltering needs, during the period commencing: January 1<sup>st</sup>, 2017 and terminating December 31<sup>st</sup>, 2018.

This contract will automatically renew for a period of one year each, unless either party sends written notice of cancellation to the other party at least 30 days before the end of the current year.

**COST OF SERVICES**

If the owner of an animal claims their pet from CMACC, the owner will be liable for all impound and boarding charges to CMACC, and the City will not be responsible for any fees associated with the placement of the animal at CMACC. CMACC agrees to charge the owner the current animal control fees and licensing fees, on behalf of the city of Waite Park, and will turn over the fees to the city.

If an owner is found but refuses to claim their pet, and the animal is ultimately euthanized, the City will be responsible for charges. (CMACC will give any owner information to the City if this occurs so that the City has the option to bill the owner.)

If an owner is not found or is unwilling to claim their animal, and the animal is deemed adoptable, CMACC will attempt to place the animal up for adoption. If an adoptive home is found, the animal will be released to the adoptive owner and the adoptive owner will be responsible for all charges related to the adoption of the animal. In this case the City will not be responsible for any fees associated with the original placement of the animal at CMACC.

If the owner is not found and an adoptive home cannot be found, or if the animal is deemed not adoptable, the fees associated with the placement of the animal will be billed to the City.

Animal Sheltering Fee Schedule:

	Cats	Dogs
Impound/Board Fee (up to 10 days)	\$50.00	\$50.00

Euthanasia	\$20.00	\$25.00
Disposal of Remains	\$9.00	\$18.00

Other animals-impound and board: The costs for animals other than dogs and cats, will be determined on a case by case basis, but costs shall not exceed the costs specified for cats and dogs.

Animals that are impounded due to a BITE **and do not have a known owner** will be confined at CMACC for 10 days. After the 10 day confinement, the animal will be vet checked at CMACC and the City will be given a veterinarian-signed release form confinement certificate, (as required by state law), at the cost listed below.

Release from confinement examination: \$35.00 (includes release from confinement certificate)

Animals that are impounded due to a BITE and **the owner is known**, the animal will be confined at CMACC for 10 days at the expense of the owner, or released to the owner for either home confinement or confinement at another facility, at the request of the City. If the animal is confined at CMACC, at the end of a 10 day confinement, CMACC will make sure that the animal is seen by a veterinarian and is vaccinated against Rabies virus at the expense of the owner. CMACC will confer with the City before releasing animal from impound to ensure payments/fines are paid to the City by the owner, and any "Dangerous Dog" or "Potentially Dangerous Dog" requirements are being met by the owner, before release of animal. If the animal is released to owner, at the request of the city, prior to 10 day confinement, CMACC will not be responsible or liable for the animal or the vet check required after the 10 day period, (which may be required according to state Law).

CMACC will only charge extra for boarding if an animal is kept over 10 days at the request of the City. The rate shall be **\$10.00** per day. (Increase from \$7.50)

These services are offered to the City upon request:

Decapitation of larger animals for purposes of rabies testing	<b>\$30.00</b> (Increase from \$25.00)
Prep and packaging of rabies suspect	\$ 5.00
Rabies testing at the U of M	<b>\$26.50</b> (Increase from \$25.00)
Hand delivery of specimen to the U of M	\$50.00
Fed Ex delivery of specimen to the U of M	depending on weight

CMACC will charge sales tax on any fees that are considered to be taxable in the state of Minnesota.

In an effort to not misguide owners of pets as to the costs associated with impounds, It shall be known by the City that the charges CMACC requires from the owner of an impounded animal is different than that of the rates charged to the City by CMACC.

## SERVICES

The City agrees to take any animals within the city limits of Waite Park that are in need of emergency shelter or impound to CMACC, and only CMACC, for impound and holding as described herein, and according to Minnesota Law during the terms provided in this contract. The city shall use no other shelter, humane society, or private entity for it's animal impounds.

CMACC will provide shelter management, board, and care for animals seized by the City or agent of the City.

CMACC shall abide by all Federal, State, and local laws, statutes, ordinances, and rules, now in effect or hereinafter adopted pertaining to this contract or to the facilities, programs and staff for which CMACC is responsible

CMACC will list all of the City's lost/found animals that are being cared for at CMACC on the CMACC website. The City may use or create a link to the website. The website is [www.centralminnesota.petfinder.com](http://www.centralminnesota.petfinder.com).

Ownership of animals will transfer to CMACC in accordance with and when permitted by Minnesota Statutes.

All dogs, cats, and ferrets being claimed will be required to have a rabies vaccination, at the expense of the owner, prior to its release from CMACC.

If the city of Waite Park wishes, CMACC will make animal licensing available at the shelter and require all claimed animals to purchase a city license at the time of claim. The city agrees to supply CMACC with licensing applications and periodically send CMACC a list of current licenses.

**PAYMENT FOR SERVICES**

Payment for services shall be made directly to Lisa M. Tenter after completion of services upon the presentation of a claim in the manner provided by law for payment of claims against the City.

**INDEMNIFICATION**

The City agrees it will defend, indemnify and hold harmless CMACC, its officers, and employees against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereinafter sustain, incur, or be required to pay arising out of CMACC's performance or failure to adequately perform its obligations pursuant to this agreement.

CMACC agrees that in order to protect itself as well as the City under the indemnity provision set forth above, it will at all times during the term of this agreement keep in force:

- Commercial General Liability/Professional Liability (\$5000,000 per individual/\$1,000,000 per incident)
- Automobile Coverage
- Workers Compensation Insurance if required by Minnesota Statute

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the City.

**Lisa Tenter, dba Central Minnesota  
Animal care and Control, LLC  
1021 S. Benton Drive  
Sauk Rapids, MN 56379**

**City of Waite Park  
19 13<sup>th</sup> Ave. N  
Waite Park, MN 56387**

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

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

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

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

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

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

**Agenda Item No. 2**

Issue: Patrick Henry – Homeless Awareness

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**BACKGROUND:**

United Way of Central Minnesota has done a great deal of work on Homeless Awareness. There was a recent presentation on poverty by United Way President Jon Ruis at the Community Pillars meeting earlier this year that discussed the context of homelessness. Patrick Henry, a resident of Waite Park and a member of the Minnesota Community Homelessness Solutions Team, would like to discuss with the Mayor and Council about ways our City can become actively engaged in addressing homelessness and poverty. There are many initiatives throughout the region that Patrick Henry would like the City to know about and provide some suggestions for engagement.

This item does not require any action. The material will be presented as a discussion item only.

## **Agenda Item No. 3A**

Issue: Ordinance 94 – Open Burning Restrictions

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### **BACKGROUND:**

Before you is a proposed repeal of Ordinance 94 – Open Burning Restrictions and the re-enactment of Ordinance 94 – Open Burning Restrictions. Staff has been working on revising this ordinance to closer reflect the MN State Fire Code.

The following are the reasons for the changes:

1. 94.2. Subd.1.1 Updated to reflect definition of Attendance and Fire Extinguishing equipment needed to meet MN State Fire Code.
2. The current ordinance 94.2. Subd.2. stated clearance from combustibles conflicts with the MN State Fire Code. The ordinance requires 10' of clearance whereas the Fire Code requires 25'.
3. New 94.2., Subd.2.2 and Subd.5. was added to clarify the difference between open burning and campfire/recreational fires and the use of outdoor fireplaces.
4. 94.2., Subd.3., Subd.4., Subd.8. were eliminated because they are covered in new section 94.4.
5. 94.3., Subd.1 was revised to include recreational fires. Subd.2.2. was revised to meet fire code. Subd.3.3. was eliminated because it was covered in Subd.2. Subd.4. was amended to replace fire warden with Fire Chief since the city has no fire warden. Subd.5. was eliminated because it is covered in new 94.4.
6. Current ordinance 94.4. and 94.5. was eliminated and covered in new 94.4.
7. Current section 94.7., Subd. 5. was amended to reflect the new online burning permit process.
8. The change in Ordinance section and Subd. numbers is the result of elimination of sections of the old ordinance and have been adjusted for numerical order.

Burning permit zone map and references to MN State open burning statutes will be displayed on the city website along with the burning permit application. Part of this process change is to define where open burning can occur and to make it easier for citizens to get a burning permit.

**REQUIRED ACTION:** To approve or deny the Repeal of Ordinance 94 – Open Burning Restrictions and approve or deny the Re-enactment of Ordinance 94 – Open Burning Restrictions and Summary Publication.

**RECOMMENDED ACTION:** Staff's recommendation is to approve the Repeal of Ordinance 94 – Open Burning Restrictions and approve the Re-enactment of Ordinance 94 – Open Burning Restrictions and Summary Publication.

**SUGGESTED MOTIONS:**

Councilmember \_\_\_\_\_ moved to approve or deny the Repeal of Ordinance 94 – Open Burning Restrictions and approve or deny the Re-enactment of Ordinance 94 – Open Burning Restrictions and Summary Publication as presented OR with the following revisions/corrections/additions: \_\_\_\_\_

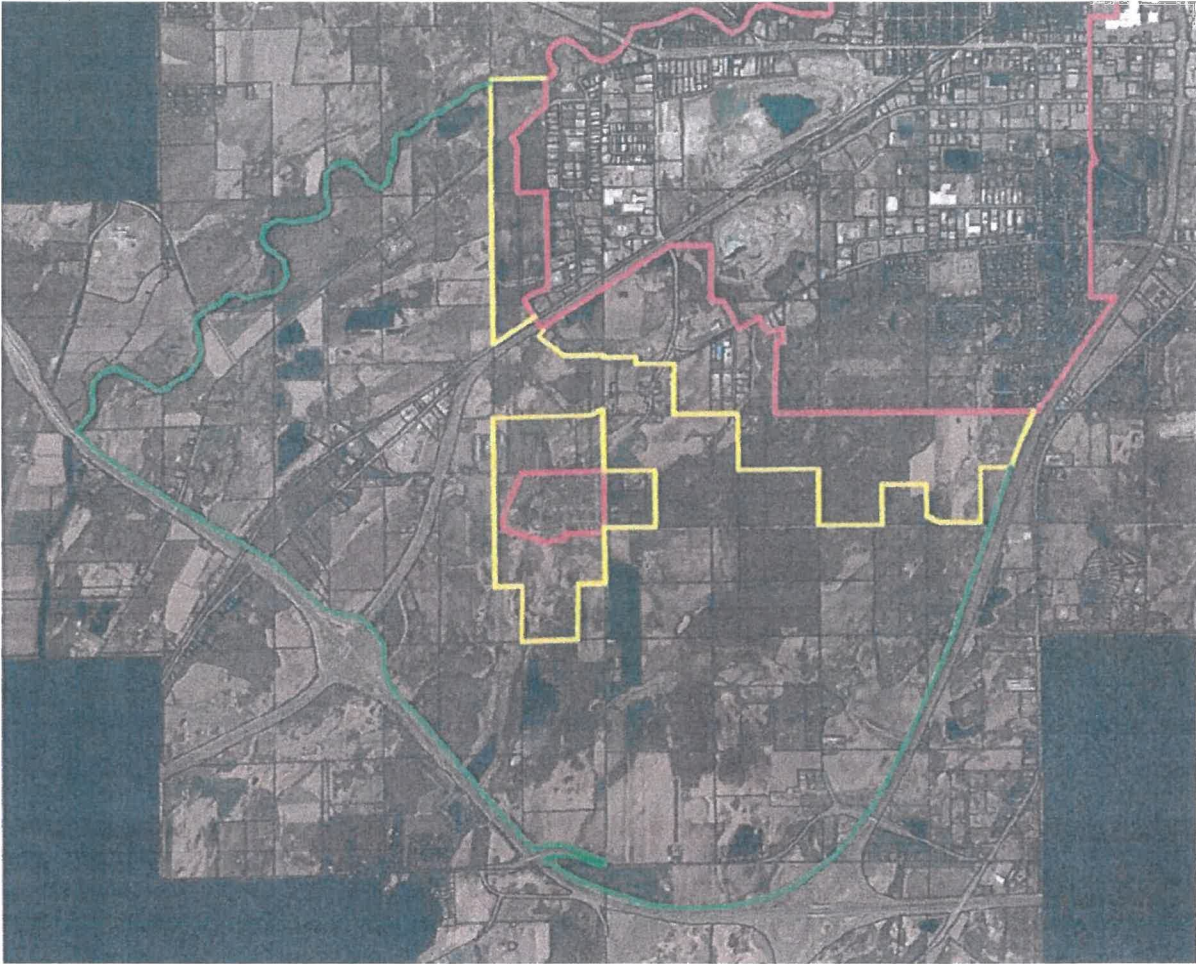
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Councilmember \_\_\_\_\_ seconded the motion.

**ROLL CALL**

Councilmember Michael Linnquist \_\_\_\_\_  
Councilmember Charles Schneider \_\_\_\_\_  
Councilmember Vic Schulz \_\_\_\_\_  
Councilmember Frank Theisen \_\_\_\_\_  
Mayor Richard Miller \_\_\_\_\_

Motion (Approved) (Denied)



#### Open Burning Regulations Map and Burning Permit Information

**Red Zone-** No permit needed for campfires, recreational fires, and fires allowed under Section 94.3 of city ordinance. All other open burning is prohibited unless approved by the Fire Chief. All campfires and recreational fires shall meet MN State Fire Code, MNDNR, MPCA and MN State Statutes whichever is more restrictive.

**Yellow/Green Zone-** No permit needed for campfires, recreational fires and fires allowed under Section 94.3 of city ordinance. All other open burning requires a permit from the Waite Park fire department. All burning shall meet the requirements of the MN State Fire Code, MNDNR, MPCA, and MN State Statutes whichever is more restrictive.

References: Chapter 2 Definitions, 307.3, 307.4.2, 307.4.3, 307.5 MN State Fire Code

[www.dnr.state.mn.us](http://www.dnr.state.mn.us)

<http://www.pca.state.mn.us> MN Open Burning Prohibitions Statute 88.171

A minimum of 48 hours is required to process burning permit applications. Burning permit applications can be obtained online on the City of Waite Park website. Permits cannot be obtained online from the MN DNR. Burning permits grant the individual the right to burn small amounts of dry leaves, plant clippings, brush, and clean untreated-unpainted wood as long as conditions do not pose a fire hazard. Recreational/Campfires must be contained in a non-combustible ring or pit with a total fuel area of less than 3 feet in diameter and 2 feet or less in height. Fuel for Recreational/Campfires shall be clean untreated-unpainted wood. Recreational/Campfires shall not be conducted within 25 feet of a structure or combustible material. Conditions which could cause a fire to spread shall be eliminated prior to ignition.

**CITY OF WAITE PARK  
ORDINANCE 2017-\_\_  
REPEAL AND RE-ENACTMENT OF ORDINANCE 94  
(OPEN BURNING RESTRICTIONS)**

WHEREAS, the City Council of the City of Waite Park has reviewed Ordinance 94 of the Waite Park City Code pertaining to Open Burning Restrictions and desires to amend said Ordinance; and

1. That Ordinance 94 is hereby revoked in its entirety and the new Ordinance 94 attached hereto as Exhibit A is enacted in its place.

2. That this Ordinance will be published by summary publication. The summary attached hereto as Exhibit B is hereby approved.

3. This Ordinance shall become effective upon adoption and publication.

This Ordinance was approved by the majority of the City Council of Waite Park on this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF WAITE PARK

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

By \_\_\_\_\_  
Shaunna Johnson  
Its City Administrator

This Ordinance was published by summary publication on \_\_\_\_\_, 2017.

CHAPTERS IX & X NUISANCES AND OFFENSES

ORDINANCE 94 OPEN BURNING RESTRICTIONS ..... 94-1

**Section 94.1. Purpose**..... 94-1

**Section 94.2. Definitions** ..... 94-1

**Section 94.3. Prohibition of Fires** ..... 94-2

**Section 94.4. Open Burning Prohibitions** ..... 94-2

**Section 94.5. Prohibition of All Burning**..... 94-2

**Section 94.6. General Regulations Regarding Permitted Fires**..... 94-2

**Section 94.7. Penalties** ..... 94-3

EXHIBIT A

CHAPTERS IX & X NUISANCES AND OFFENSES

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ORDINANCE 94    OPEN BURNING RESTRICTIONS

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**Section 94.1. Purpose.** The City Council has determined that unregulated burning within the City has an adverse effect upon the City residents' health, comfort, repose and property, specifically finding that unregulated burning:

**Subd. 1.** Increases the risk of destruction of personal property and structures;

**Subd. 2.** Increases air pollution and affects the health of residents, primarily those suffering from asthma and other respiratory ailments;

**Subd. 3.** Causes annoyance by smoke drifting onto adjacent properties;

**Subd. 4.** Increases the potential for injury by creating a nuisance attractive to children;  
and

**Subd. 5.** Causes soot and odor to adjacent property.

Therefore, the City Council enacts this Ordinance restricting fire ignition and maintenance and other burning that may occur within the City.

**Section 94.2. Definitions.** As used in this Ordinance, the following terms shall be defined as follows:

**Subd. 1.** "Attendance of Fires" means any fire this Ordinance authorizes shall be constantly attended by a competent person until the fire is extinguished. This person shall meet the on-site fire-extinguishing equipment requirements as stated in the Minnesota State Fire Code, Section 307.5.

**Subd. 2.** "Open Burning" means the burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, smudge pots and similar devices associated with safety or occupational uses typically considered open flames, recreational fires or use of portable outdoor fireplaces. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

## CHAPTERS IX & X NUISANCES AND OFFENSES

**Subd. 3.** “Owner” includes a person owning the fee title to any real property or the person occupying real property pursuant to a leasehold interest in it.

**Subd. 4.** “Person” means any natural person acting either personally or in any representative capacity, corporation, firm, co-partnership, or an association or entity of any kind.

**Subd. 5.** “Recreational Fire” means an outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill or barbeque pit and has a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes.

**Section 94.3. Prohibition of Fires.** All fires within the City shall be prohibited, except for the following:

**Subd. 1.** Campfires/Recreational Fires.

**Subd. 2.** Fire contained in a charcoal grill, camp stove, portable outdoor fireplaces or other cooking or heating device when used in accordance with manufacturer’s instructions.

**Subd. 3.** Fires ignited for fire training as defined by Minn. Stat. 88.17, Subd. 3(a), as amended, pursuant to a special permit granted by the local Fire Chief or other authorized state, county or local authority.

**Subd. 4.** Those fires approved by the Fire Chief through the burning permit process.

**Section 94.4. Open Burning Prohibitions.** See Minnesota Statutes §88.171.

**Section 94.5. Prohibition of All Burning.** No outside burning shall occur at any time a state, county, or local authority declares a burning ban.

**Section 94.6. General Regulations Regarding Permitted Fires.**

**Subd. 1.** No person shall ignite or maintain a fire upon another’s land without the owner’s permission.

**Subd. 2.** No person shall ignite or maintain a fire on publicly owned or controlled property except in designated areas for maintaining campfires by the public authority governing the property.

**Subd. 3.** Any authorized open fire shall be attended by a competent person until the fire is extinguished.

## CHAPTERS IX & X NUISANCES AND OFFENSES

**Subd. 4.** Fires must not be allowed to smolder with no flame present.

**Subd. 5.** Permits will be issued by using the City website on line burning permit process.

**Section 94.7. Penalties.** Any person violating this Ordinance shall be guilty of a misdemeanor. Any person who ignites or maintains a prohibited fire may be liable under this Ordinance. Any person who owns or controls property and knowingly permits a prohibited fire to be ignited or maintained on his or her property shall also be liable as if that person had actually ignited the fire.

**CITY OF WAITE PARK  
SUMMARY PUBLICATION**

**ORDINANCE 2017-\_\_\_\_\_  
REPEAL AND RE-ENACTMENT OF ORDINANCE 94  
(OPEN BURNING RESTRICTIONS)**

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

That the City Council has adopted Ordinance 2017-\_\_\_\_\_ which repeals Ordinance 94 and re-enacts a new Ordinance 94 in its place. This Ordinance sets forth (1) the purpose of the Ordinance; (2) the applicable definitions; (3) the regulations and prohibitions for open burning; and (5) the penalties for violations of the Ordinance.

The full text of the amendment is available for inspection by any person during regular office hours at the office of the Waite Park City Administrator.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF WAITE PARK

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

By \_\_\_\_\_  
Shaunna Johnson  
Its City Administrator

This summary publication was published on \_\_\_\_\_, 2017.

EXHIBIT B

## **Agenda Item No. 3B-C**

Issue: Ordinance 52- Second Street South Corridor; Freeway Business Park; I-94/TH 23  
Corridor Business Park/Commercial  
Ordinance 53-Sign Regulations

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### **BACKGROUND**

This request is being initiated by City staff, upon previous review and discussion with area commercial realty professionals and property/business owners in several of the commercial districts within the community. The suggested amendments are being proposed promote highest and best use of remaining areas of potential development and redevelopment areas within the B-3, Second Street South Corridor District, to prepare for future development of outlying corridor areas by decreasing lot area standards, and to allow increase in permanent sign allowances for properties in commercial areas.

As you may recall, a moratorium was placed on consideration of Conditional Use Permits and variance applications within the B-3, Second Street South Corridor District in late 2016, to allow time for staff to evaluate and consider possible updates to the area to ensure that the district standards reflect the current market demand and best uses for this area. Particularly within the area along 1<sup>st</sup> Street South in the B-3 district, there exist several vacant properties or properties with potential near-term redevelopment opportunities in which the application of the current one-acre minimum lot size may limit their potential.

The commercial real estate market has been recently driven by smaller-scale development, particularly smaller-scale retail opportunities. This has been seen throughout the area communities in the form of smaller restaurants and retailers, in which the purchase of an acre is excessive for their needs and is not economically viable. Likewise, there has been some interest in locating religious and non-profit uses in these areas, which are currently allowed for via the conditional use permit process within the B-3, Second Street South Corridor area. Given that this commercial/retail district was originally established with the intent of promoting retail opportunities that serve the community and Greater St. Cloud area in general, and that there are numerous other areas and zoning districts within the city that can support these uses currently, it is prudent to consider removing them from the allowable uses within this district.

A letter was sent to property owners within the B-3, Second Street South Corridor area, soliciting their input on considered amendments, as several owners had a role in crafting the current ordinance. An open house was held at City Hall in the evening of December 8<sup>th</sup>, 2016.

One property owner and one business manager attended and were supportive of the proposed changes.

Additionally, with the recent annexation of outlying areas of the city which are now zoned I-94/TH23 Entrance Corridor District (BP/C-2), and future areas that may eventually be zoned as Freeway Business Park/Commercial (BP/C-1), while considering market demands for these areas

and their current minimum lot sizes, consideration of reduction of the current three-acre minimum is suggested.

With the ordinance amendments under consideration, and due to the fact that City staff prefers not to perform ordinance amendments regularly, it would also appear to be a good time to give consideration to possible signage revisions. Over the past two years staff has had frequent contact with property and business owners and sign companies regarding proposed signage, and the Planning Commission and City Council have reviewed and approved several requests for variances for signage to allow either increased height, increased sign face area, or both. Particularly since the areas of new development, such as Parkway Drive and the new Luther Honda location, for example, are in areas with higher traffic speeds which may warrant increases sign area and height, staff is proposing revisions to the ordinance to allow increases in both. Additionally, staff is recommending establishment of a ground and wall sign allowance for properties located in the Ag/Rural Residential district (to account for businesses which may locate in these areas per ordinance), as well as creation of distinct categories for the I-2, Sundial Corridor District (which is currently omitted), and the proposed I-3, 28<sup>th</sup> Avenue Corridor District, the creation of which is being considered separately on this Council agenda.

The Planning Commission reviewed the request at their March 21<sup>st</sup>, 2017 meeting. While some members expressed reservations with the proposed amendments relating to signage after having spent a significant amount of time in the recent past on the current ordinance, they recommended approval of the ordinance amendments as-proposed.

Recommendations for revisions are as below. Removed language is denoted in ~~strikethrough~~. Proposed revised language is underlined.

### **Section 52.28 – B-3, Second Street South Corridor District**

Subd. 2. Permitted Uses. The following uses are permitted within the B-3 District.

A. Free-standing or integrated retail shopping facilities, professional office buildings, financial institutions/services and health (i.e. medical, dental and optical) services intended to serve the entire St. Cloud Metropolitan region and/or draw from a community larger than the City provided the applicant shall demonstrate to the satisfaction of the City that the proposed land uses, their mix, and location are compatible and complimentary both internally and with adjacent land uses.

B. Class I and Class II restaurants, including drive-thru establishments provided a pedestrian/vehicular circulation plan is submitted and approved by the City Council.

C. ~~Theaters and cinemas, except drive-in theaters.~~

D. C. Hotels and motels.

E. ~~Public uses.~~

Subd. 3. Conditional Uses. The following uses require a conditional use permit within the B-3 District.

~~I. Churches and private schools, including music and dance schools, day care centers, and nurseries when located within a church.~~

Subd. 6. Yard, Height and Area Requirements for the B-3 District.

- A. Minimum lot size: ~~one~~ one-half acre.

**Section 52.29 – Freeway Business Park/Commercial (BP/C-1).**

Subd. 6. Lot, Yard, Height and Area Requirements for the Freeway Business Park/Commercial District.

- A. Lot Area: Minimum lot size shall be three (~~3~~)one ~~acres~~ acre. Minimum lot width shall be one hundred (100) feet.

**Section 52.30 – I-94/TH23 Entrance Corridor Business Park/Commercial (BP/C-2) District.**

Subd. 6. Lot, Yard, Height and Area Requirements for the ~~Freeway Business Park/Commercial~~ Entrance Corridor Business Park/Commercial District.

- A. Lot Area: Minimum lot size shall be three (~~3~~) one ~~acres~~ acre. Minimum lot width shall be one hundred (100) feet.

**Ordinance 53 – Signs**

Proposed sign ordinance revisions are within the provided tables. New language is noted as underlined. Removed language is noted as ~~striketrough~~.

**REQUIRED ACTION**

The City Council’s action could be any of the following regarding the request:

1. Approval of ordinance amendments as proposed.
2. Approval of ordinance amendments with changes (as established during meeting).
2. Denial of the proposed amendment, with findings of fact.
3. The City Council may, at its discretion, 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 ordinance amendments as outlined and proposed.

**SUGGESTED MOTIONS**

Councilmember \_\_\_\_\_ moved to *approve* or *deny* the proposed ordinance amendments, with the following revisions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Councilmember \_\_\_\_\_ seconded the motion.

**ROLL CALL**

Councilmember Vic Schulz \_\_\_\_\_  
Councilmember Michael Linqvist \_\_\_\_\_  
Councilmember Charles Schneider \_\_\_\_\_  
Councilmember Frank Theisen \_\_\_\_\_  
Councilmember Richard E. Miller \_\_\_\_\_

Motion (Approved) (Denied)

**ORDINANCE 2017 - \_\_\_\_\_**  
**AMENDING ORDINANCE 52 OF THE CITY CODE**  
**ZONING**

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

1. Section 52.28 of the Waite Park City Code entitled B-3 Second Street South Corridor, Subd. 2 entitled Permitted Uses is hereby amended by deleting and adding the following language (deleted language is denoted as strikethrough and added language is denoted as underlined):

“**Subd. 2.** Permitted Uses. The following uses are permitted within the B-3 District.

A. Free-standing or integrated retail shopping facilities, professional office buildings, financial institutions/services and health (i.e. medical, dental and optical) services intended to serve the entire St. Cloud Metropolitan region and/or draw from a community larger than the City provided the applicant shall demonstrate to the satisfaction of the City that the proposed land uses, their mix, and location are compatible and complimentary both internally and with adjacent land uses.

B. Class I and Class II restaurants, including drive-thru establishments provided a pedestrian/vehicular circulation plan is submitted and approved by the City Council.

~~C. Theaters and cinemas, except drive-in theaters.~~

~~D. C. Hotels and motels.~~

~~E. Public uses.”~~

2. Section 52.28 of the Waite Park City Code entitled B-3 Second Street South Corridor, Subd. 3 entitled Conditional Uses is hereby amended by deleting the following language (deleted language is denoted as strikethrough):

“**Subd. 3.** Conditional Uses. The following uses require a conditional use permit within the B-3 District.

A. Auto malls, excluding major vehicle repair and fueling stations.

B. Minor auto repair.

C. Class I motor vehicle sales, provided the space for parking of vehicles for sale is no greater than three (3) times the area of the principal structure.

- D. Convenience stores and/or fueling stations provided:
1. The subject property abuts an intersection of two arterial streets or an arterial and a collector street.
  2. The sale of food items is in compliance with state and county standards and subject to the approval of a Health Inspector who shall provide specific written sanitary requirements for each proposed sale location.
  3. The approximate area and location devoted to non-automotive merchandise sales shall be specified in general terms in the application.
  4. Motor fuel facilities are installed in accordance with state standards.
  5. Adequate space shall be provided to access gas pumps and allow maneuverability around the pumps. Underground fuel storage tanks are to be positioned to allow adequate access by motor fuel transports and unloading operations minimize conflict with circulation, access and other activities on the site.
  6. Wherever fuel pumps are to be installed, pump islands shall be installed.
  7. A protective canopy located over the pump island(s) may be an accessory structure on the property however adequate visibility both on and off site shall be maintained.
  8. An internal site pedestrian circulation system shall be defined and appropriate provisions made to protect such areas from encroachments by parked cars or moving vehicles.
- E. Building materials and/or lawn/garden sales, provided outdoor storage areas are fully enclosed with materials compatible to the quality and style of the principal building, screened from public rights-of-way and surfaced with asphalt, concrete or other materials demonstrated for suitability to high-travel and permanence.
- F. Planned Developments (retail, office, service) - including, but not limited to, shopping centers and any expansion or enlargement or structural change in an existing shopping center.
- G. Commercial parking lots.

H. Wholesale businesses.

~~I. Churches and private schools, including music and dance schools, day-care centers, and nurseries when located within a church.”~~

3. Section 52.28 of the City of Waite Park City Code entitled B-3 Second Street South Corridor Subd. 6 entitled Yard, Height and Area Requirements for the B-3 District, Paragraph A, is hereby amended by deleting and adding the following language (deleted language is denoted as strikethrough and added language is denoted as underlined):

“A. Minimum lot size: ~~one one-half~~ one-half acre.”

4. Section 52.29 of the Waite Park City Code entitled Freeway Business Park/Commercial (BP/C-1) District Subd. 6 entitled Lot, Yard, Height and Area Requirements for the Freeway Business Park/Commercial District, Paragraph A, is hereby amended by deleting and adding the following language (deleted language is denoted as strikethrough and added language is denoted as underlined):

“A. Lot Area: Minimum lot size shall be ~~three (3) acres~~ one (1) acre.  
Minimum lot width shall be one hundred (100) feet.”

5. The title of Subd. 6 of Section 52.30 of the Waite Park City Code shall be changed from Lot, Yard, Height and Area Requirements for the Freeway Business Park/Commercial District to now read as follows:

“Lot, Yard, Height and Area Requirements for the Entrance Corridor Business Park/Commercial District.”

6. Section 52.30 of the Waite Park City Code entitled I-94/TH 23 Entrance Corridor Business Park/Commercial (BP/C-2) District, Subd. 6. entitled Lot, Yard, Height and Area Requirements for the Entrance Corridor Business Park/Commercial District, Paragraph A, is hereby amended by deleting and adding the following language (deleted language is denoted as strikethrough and added language is denoted as underlined):

“A. Lot Area: Minimum lot size shall be ~~three (3) acres~~ one (1) acre.  
Minimum lot width shall be one hundred (100) feet.”

This amendment is adopted the \_\_\_\_ day of April, 2017, and shall be effective upon publication.

CITY OF WAITE PARK

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

By \_\_\_\_\_  
Shaunna Johnson  
Its City Administrator

**CITY OF WAITE PARK  
ORDINANCE 2017-\_\_\_\_\_**  
**AMENDMENT TO ORDINANCE 52 OF THE CITY CODE**  
**ZONING -SUMMARY PUBLICATION**

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

That the City Council has approved an amendment to Ordinance 52. The Amendment (1) amends permitted uses in B-3 Second Street South Corridor District by deleting from Section 52.28, theaters, cinemas and public uses; (2) amends conditional uses in B-3 District by deleting from Section 52.28, churches and private schools, including music and dance schools, day care centers, and nurseries located within a church; (3) decreases the minimum lot size for yard, height and area requirements for B-3 District, Section 52.28; (4) decreases the minimum lot size for lot, yard, height and area requirements for Freeway Business Park/Commercial District, Section 52.29 and for Entrance Corridor Business Park/Commercial District, Section 52.30; and (5) amends the title of Subd. 6, Section 52.30 of I-94<sup>th</sup>23 Entrance Corridor Business Park/Commercial (BP/C-2) District.

The full text of the amendment is available for inspection by any person during regular office hours at the office of the Waite Park City Administrator.

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 \_\_\_\_ day of April, 2017.

CITY OF WAITE PARK

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

By \_\_\_\_\_  
Shaunna Johnson  
Its City Administrator

This summary publication was published on \_\_\_\_\_, 2017.

**ORDINANCE 2017 - \_\_\_\_\_**  
**AMENDING ORDINANCE 53 OF THE CITY CODE**  
**SIGNS**

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

1. Section 53.11 of the Waite Park City Code entitled Elevated Signs, Table 53.1 is hereby amended by deleting and adding the following language (new language denoted as underlined and deleted language denoted as strikethrough):

<b>TABLE 53.1: ELEVATED SIGN REGULATIONS</b>				
<b>City of Waite Park, Minnesota</b>				
<b>REGULATIONS</b>				
<b>DISTRICT</b>	<b>Setback</b>	<b>Sign Area</b>	<b>Sign Height</b>	<b>That portion of the elevated sign that may constitute an Electronic Variable Message Sign is limited as follows</b>
<b>A-1 AG / Rural Resident. District</b>				Prohibited
<b>R-1, R-2, &amp; R-3</b>				Prohibited
<b>RM12, RM24, &amp; RM25</b>				Prohibited
<b>B-1 District</b>				Prohibited
<b>B-2 District</b>	10 ft. from any property line	<u>1.5</u> sf. per linear foot of street frontage, with a maximum of <u>125</u> <u>200</u> sf.	<del>20</del> <u>30</u> ft.	40% of total sign area
<b>B-3 District</b>	10 ft. from any property line	<u>1.5</u> sf. per linear foot of street frontage, with a maximum of <u>125</u> <u>200</u> sf; Shopping Centers – 250 sf.	<del>20</del> <u>30</u> ft.	40% of total sign area
<b>C-1 District</b>	10 ft. from any property line	1.5 sf. per linear foot of street frontage, with a maximum of <del>150</del> <u>300</u> sf.	<del>20</del> <u>45</u> ft.	40% of total sign area
<b>C-2 District</b>	10 ft. from any property line	1.5 sf. per linear foot of street frontage, with a maximum of <del>150</del> <u>275</u> sf.	<del>20</del> <u>45</u> ft.	40% of total sign area
<b>I-1 District</b>	10 ft. from any property line	1.5 sf. per linear foot of street frontage, with a maximum of 150 sf.	20 ft.	40% of total sign area

<b><u>I-2 District</u></b>	<u>10 ft. from any property line</u>	<u>1.5 sf. per linear foot of street frontage, with a maximum of 150 sf.</u>	<u>20 ft.</u>	<u>40% of total sign area</u>
<b><u>I-3 District</u></b>	<u>10 ft. from any property line</u>	<u>1.5 sf. per linear foot of street frontage, with a maximum of 150 sf.</u>	<u>20 ft.</u>	<u>40% of total sign area</u>

2. Section 53.12 of the Waite Park City Code entitled Monument Signs, Table 53.2 is hereby amended by deleting and adding the following language (new language denoted as underlined and deleted language denoted as strikethrough):

<b>TABLE 53.2: MONUMENT SIGN REGULATIONS</b>				
<b>City of Waite Park, Minnesota</b>				
<b>DISTRICT</b>	<b>REGULATIONS <sup>1</sup></b>			
	<b>Setback</b>	<b>Sign Area</b>	<b>Sign Height</b>	<b>That portion of the monument sign that may constitute an Electronic Variable Message Sign is limited as follows:</b>
<b>A-1 Ag/Rural Resident District</b>	<u>10 ft. from any property line</u>	<u>50 sf</u>	<u>8 ft.</u>	<u>40% of total sign area</u>
<b>R-1, R-2, &amp; R-3</b>	Prohibited <sup>2</sup>			
<b>RM12, RM24, &amp; RM25 Districts</b>	10 ft. from any property line	24 sf.	6 ft.	Prohibited
<b>R-MHD</b>	10 ft. from any property line	24 sf.	6 ft.	Prohibited
<b>B-1 District</b>	10 ft. from any property line	80 sf.	6 ft.	40% of total sign area
<b>B-2 District</b>	10 ft. from any property line	80 sf.	6 ft.	40% of total sign area
<b>B-3 District</b>	10 ft. from any property line	80 sf.	6 ft.	40% of total sign area
<b>C-1 District</b>	10 ft. from any property line	80 sf.	10 ft.	40% of total sign area
<b>C-2 District</b>	10 ft. from any property line	80 sf.	10 ft.	40% of total sign area
<b>I-1 District</b>	10 ft. from any property line	50 sf.	8 ft.	40% of total sign area
<b><u>I-2 District</u></b>	<u>10 ft. from any property line</u>	<u>50 sf.</u>	<u>8 ft.</u>	<u>40% of total sign area</u>
<b><u>I-3 District</u></b>	<u>10 ft. from any property line</u>	<u>50 sf.</u>	<u>8 ft.</u>	<u>40% of total sign area</u>

**FOOTNOTES TABLE 53.2**

<sup>1</sup> No part of any monument sign may be located within the public right-of-way.

<sup>2</sup> Monument signs for residential developments are permitted as noted elsewhere in this ordinance.

3. Section 53.13 of the Waite Park City Code entitled Wall Signs, Paragraph A, is hereby amended by deleting and adding the following language (new language denoted as underlined and deleted language denoted as strikethrough):

A. Wall signs are permitted only in the districts listed in Table 53.3:

<b>TABLE 53.3: WALL SIGN REGULATIONS</b>		
<b>City of Waite Park, Minnesota</b>		
<b>DISTRICT</b>	<b>REGULATIONS</b>	
	<b>Standard Sign Area</b>	<b>Electronic Variable Message Sign Area:</b>
<b>A-1 Agricultural/Rural Residential District</b>	2-sf <u>10% of wall area</u>	Prohibited
<b>R-1, R-2, &amp; R-3 Districts</b>	2 sf	Prohibited
<b>RM12, RM24, &amp; RM25</b>	Prohibited	
<b>R-MHD</b>	Prohibited	
<b>B-1 Single Tenant</b>	10% of wall area <del>not to exceed 50 sf</del>	Prohibited
<b>B-1 Multi-Tenant</b>	10% of wall area not to exceed <del>75</del> <u>100</u> sf per	Prohibited
<b>B-2 Single Tenant</b>	10% of wall area <del>not to exceed 75 sf</del>	Up to 100 sf. for qualifying structures. (see section 53.19, item 9)
<b>B-2 Multi-Tenant</b>	10% of wall area not to exceed <del>100</del> <u>125</u> sf per tenant	Up to 100 sf. for qualifying structures. (see section 53.19, item 9)
<b>B-3 Single Tenant</b>	10% of wall area <del>not to exceed 75 sf</del>	Up to 100 sf. for qualifying structures (see section 53.19, item 9)
<b>B-3 Multi-Tenant</b>	10% of wall area not to exceed <del>100</del> <u>125</u> sf per tenant	Up to 100 sf. for qualifying structures (see section 53.19, item 9)
<b>C-1 Single Tenant</b>	10% of wall area <del>not to exceed 150 sf</del>	Prohibited
<b>C-1 Multi-Tenant</b>	10% of wall area not to exceed <del>100</del> <u>150</u> sf per tenant	Prohibited
<b>C-2 Single Tenant</b>	10% of wall area <del>not to exceed 150 sf</del>	Prohibited
<b>C-2 Multi-Tenant</b>	10% of wall area not to exceed <del>100</del> - <u>150</u> sf per	Prohibited

<b>I-1 Single Tenant</b>	10% of wall area <del>not to exceed</del> 150 sf	Prohibited
<b>I-1 Multi-Tenant</b>	10% of wall area not to exceed 100 sf per tenant	Prohibited
<b><u>I-2 Single Tenant</u></b>	<u>10% of wall area</u>	<u>Prohibited</u>
<b><u>I-2 Multi-Tenant</u></b>	<u>10% of wall area not to exceed 100 sf per tenant</u>	<u>Prohibited</u>
<b><u>I-3 Single Tenant</u></b>	<u>10% of wall area</u>	<u>Prohibited</u>
<b><u>I-3 Multi-Tenant</u></b>	<u>10% of wall area not to exceed 100 sf per tenant</u>	<u>Prohibited</u>

4. Section 53.14 of the Waite Park City Code entitled Ground Signs, Subd. 1 is hereby amended by deleting and adding the following language (new language denoted as underlined and deleted language denoted as strikethrough):

**Subd. 1.** Ground signs are permitted in the districts listed in Table 53.4.

<b>TABLE 53.4: GROUND SIGN REGULATIONS</b>				
<b>City of Waite Park, Minnesota</b>				
<b>DISTRICT</b>	<b>REGULATIONS</b>			
	<b>Setback</b>	<b>Sign Area</b>	<b>Sign Height</b>	<b>That portion of the ground sign that may constitute an Electronic Variable Message Sign is limited as follows:</b>
<b>A-1 Agricultural/Rural Residential</b>	10 ft. from any property line	<u>50 sf.</u>	<u>10 ft.</u>	<u>Prohibited</u>
<b>R-1, R-2 &amp; R-3</b>	Prohibited			
<b>RM12, RM24, &amp; RM25 Districts</b>	10 ft. from any property line	24 sf.	10 ft.	Prohibited
<b>R-MHD</b>	10 ft. from any property line	24 sf.	10 ft.	Prohibited
<b>B-1 District</b>	10 ft. from any property line	80 sf.	10 ft.	40% of total sign area
<b>B-2 District</b>	10 ft. from any property line	80 sf.	10 ft.	40% of total sign area
<b>B-3 District</b>	10 ft. from any property line	80 sf.	10 ft.	40% of total sign area
<b>C-1 District</b>	10 ft. from any property line	80 sf.	10 ft.	40% of total sign area
<b>C-2 District</b>	10 ft. from any property line	80 sf.	10 ft.	40% of total sign area
<b>I-1 District</b>	10 ft. from any property line	50 sf.	10 ft.	40% of total sign area

<b><u>I-2 District</u></b>	<u>10 ft. from any property line</u>	<u>50 sf.</u>	<u>10 ft.</u>	<u>40% of total sign area</u>
<b><u>I-3 District</u></b>	<u>10 ft. from any property line</u>	<u>50 sf.</u>	<u>10 ft.</u>	<u>40% of total sign area</u>

This amendment is adopted the \_\_\_\_ day of April, 2017, and shall be effective upon publication.

CITY OF WAITE PARK

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

By \_\_\_\_\_  
Shaunna Johnson  
Its City Administrator

**CITY OF WAITE PARK  
ORDINANCE 2017-\_\_\_\_\_**  
**AMENDMENT TO ORDINANCE 53 OF THE CITY CODE**  
**SIGNS**  
**SUMMARY PUBLICATION**

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

That the City Council has approved an amendment to Ordinance 53. The Amendment (1) revises the sign area and height dimensions of elevated signs, Section 53.11 for properties in B-2, B-3, C-1, C-2 and I-1 districts; (2) revises the area dimensions for standard wall signs, Section 53.13 for properties in districts listed in Table 53.3; (3) creates distinct categories for I-2 Sundial Corridor District and I-3 28<sup>th</sup> Avenue Corridor District and establishes the sign regulations in Sections 53.11, 53.12, 53.13 and 53.14; and (5) establishes a monument and ground sign allowance for properties located in the A-1 Agricultural/Rural Residential District.

The full text of the amendment is available for inspection by any person during regular office hours at the office of the Waite Park City Administrator.

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 \_\_\_\_ day of April, 2017.

CITY OF WAITE PARK

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

By \_\_\_\_\_  
Shaunna Johnson  
Its City Administrator

This summary publication was published on \_\_\_\_\_, 2017.

### **Agenda Item No. 3D**

Issue: Establishment of I-3 28<sup>th</sup> Avenue Corridor District and rezoning of parcels from I-1 Light Industrial District and B-2 Commercial/General Business District to I-3, 28<sup>th</sup> Avenue Corridor District

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### **BACKGROUND**

This request is being initiated by City staff upon review and discussion with area commercial realty professionals and building owners in the subject vicinity. The concept of the rezoning of this area to a new “mixed-use” commercial/light industrial district, very similar in nature to the successful I-2 Sundial Corridor District, was also reviewed and discussed previously at a joint Planning Commission and City Council workshop.

The subject area has properties that were developed prior to the annexation of the area into the City, and features a mix of light industrial, commercial, and office-type space. As outlined in the attached exhibit, the area is currently a blend of I-1, Light Industrial District, and B-2 commercial zoning district. This has created unintended legal nonconforming uses, including industrial properties within the commercial district, and commercial uses within the industrial area.

While the legal nonconforming status of these properties poses no issues for their day-to-day operations, it may pose challenges upon marketing of the properties as they come up for sale or as businesses transition to new uses or expand. This is due to the requirements within the ordinance that should a nonconforming use cease, the property can only thereafter be used for a use that is allowable within the applicable zoning district. While normally this is beneficial and the desired intent to gradually transition areas to intended uses is achieved over time, due to the unique blend of properties in this area staff believes it would be reasonable to establish a new district to account for their current and potential future uses in a mixed-use fashion. The City already has a similar district in place for the Sundial Drive area, which was established under similar circumstances, and this area has been quite successful.

Additionally, it should be noted that the subject area features lots that are substandard in size (typically less than 20,000 square feet) for both the B-2 and I-1 districts in which they are located, which require lot sizes of 30,000 square feet and one acre, respectively. Subsequently, many of the buildings are also somewhat smaller than are typically utilized for uses classified within our established I-1, Light Industrial District, and thus more desirable for some form of use that may not be accounted for within the I-1 district, such as boutique retail shops, gyms, research/lab space, etc.

Given the success and reception of the I-2, Sundial Corridor District, staff is recommending that the same standards, save for lot size and dimensional requirements, be established for the proposed I-3, Sundial Corridor District.

Staff believes that the proposed district will serve well for this unique area, particular in the future as properties may come up for sale as ownership gradually transitions. As there have been

some questions from impacted owners regarding possible tax impacts, an email from Stearns County staff is included for review and consideration. Staff received general questions regarding the proposal from several area property owners, and upon discussion and explanation they were supportive of the proposed new district.

The Planning Commission, at their March 21<sup>st</sup>, 2017 meeting, reviewed the proposal and recommended approval of the establishment of the new district and rezoning from the current zoning designations to the newly-proposed district.

Staff recommends establishment of the proposed I-3, 28<sup>th</sup> Avenue Corridor District and rezoning of the proposed subject area to I-3, 28<sup>th</sup> Avenue Corridor District.

There are two separate requests being considered at this time, although they work together. The first is the ordinance amendment creating the proposed new I-3, 28<sup>th</sup> Avenue Corridor District, and the second is the rezoning of properties within the subject area to the new 28<sup>th</sup> Avenue Corridor District. These should be made under separate motions.

**REQUIRED ACTION**

The City Council’s action could be any of the following regarding the requests:

*Ordinance Amendment Establishing New Zoning District*

3. Approval of ordinance amendment as proposed.
4. Approval of ordinance amendment with changes (as established during meeting).
2. Denial of the proposed amendment, with findings of fact.
3. The City Council may, at its discretion, 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.

*Rezoning*

1. Approval of the rezoning.
2. Denial of the rezoning, with findings of fact.
3. The City Council may, at its discretion, 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 ordinance amendment establishing the I-3, 28<sup>th</sup> Avenue Corridor District.

**SUGGESTED MOTIONS**

***Ordinance Amendment Establishing New District***

Councilmember \_\_\_\_\_ moved to ***approve*** or ***deny*** the ordinance amendment establishing the I-3, 28<sup>th</sup> Avenue Corridor District, with the following revisions: \_\_\_\_\_

Councilmember \_\_\_\_\_ seconded the motion.

**ROLL CALL**

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

Motion (Approved) (Denied)

***Rezoning***

Councilmember \_\_\_\_\_ moved to ***approve*** or ***deny*** the rezoning of subject properties from I-1, Light Industrial District and B-2, Commercial/General Business District to I-3, 28<sup>th</sup> Avenue Corridor District.

Councilmember \_\_\_\_\_ seconded the motion.

**ROLL CALL**

Councilmember Vic Schulz \_\_\_\_\_  
Councilmember Michael Linquist \_\_\_\_\_  
Councilmember Charles Schneider \_\_\_\_\_  
Councilmember Frank Theisen \_\_\_\_\_  
Councilmember Richard E. Miller \_\_\_\_\_

Motion (Approved) (Denied)

**ORDINANCE 2017 - \_\_\_\_\_**  
**AMENDING ORDINANCE 52 OF THE CITY CODE**  
**ZONING**

The City Council for the City of Waite Park, HEREBY ORDAINS that Ordinance 52 is hereby amended as follows:

1. That a new zoning district is added to the Waite Park City Code at Section 52.33 as the I-3 28<sup>th</sup> Avenue Corridor District and shall read as follows:

Subd. 1. Intent. The I-3 28<sup>th</sup> Avenue Corridor District provides for a mix of compatible uses that can include industrial, commercial, retail, and office uses. Industrial activities involve a minimal degree of refuse by products, air, or noise pollution. It requires a low level of on-premise processing that does not require intensive land coverage. Commercial, industrial, retail, and office uses are limited to uses that fit in with the overall character of the district.

The I-3 28<sup>th</sup> Avenue Corridor District is described as follows: those properties located on west of 28<sup>th</sup> Avenue South, extending south of 2<sup>nd</sup> Street South and between 28<sup>th</sup> Avenue South and 33<sup>rd</sup> Avenue South.

**Subd. 2. Permitted Uses**. The following uses shall be permitted within the I-3 28<sup>th</sup> Avenue Corridor District:

- A. Industrial uses such as fabrication or assembly of small products such as optical, electronics, pharmaceuticals, medical supplies and small equipment.
- B. Publishing establishments.
- C. Clothing or apparel manufacturing or assembly.
- D. Bottling establishments.
- E. Dry cleaning and drying establishments.
- F. Manufacturing, Limited.
- G. Manufacturing of plastic, fiberglass and metal products
- H. Mini-storage.
- I. Automotive repair.
- J. Offices/showroom/retail space as a principal use.
- K. Public works/maintenance facilities.

- L. Appliance assembly and warehousing.
- M. Research laboratories.
- N. Telecommunication facilities, not including towers.
- O. Telemarketing and mail order establishments.
- P. Trucking terminals, wholesale, warehousing or distributor storage and distribution of non-hazardous materials.
- Q. Health/Sports Clubs
- R. Outdoor storage subject to the standards included in Section 52.49.11 of this Ordinance.

**Subd. 3. Conditional Uses.** The following uses require a conditional use permit:

- A. Churches.
- B. Service structures, public or private, designed and used to serve the uses in the surrounding area, such as electric power substation, telephone buildings, deep wells, elevated tanks and similar structures and uses.
- C. Commercial towers/antenna, provided they are operated in compliance with Section 28 of the Waite Park City Code as may be amended.
- D. Uses determined by the City Council to be of a similar nature as those contained in this Section upon a finding that the uses will not be detrimental to the health, safety and welfare of the City, and that the use is consistent with the stated intent of the zone as contained in Subd. 1.

**Subd. 4. Lot, Yard, Height and Area Requirements for the I-3, 28<sup>th</sup> Avenue Corridor District.**

- A. Lot Area: Minimum lot size shall be one 18,000 square feet. Minimum lot width shall be seventy five (75) feet.
- B. Minimum frontage on public street: fifty (50) feet.
- C. Setbacks:
- D. Front yard setback shall be thirty (30) feet at the building line.
  - 1. Side yard setback shall be ten (10) feet, plus one-half (1/2) foot for every one (1) foot of structure height in excess of two (2) stories or thirty-five

- (35) feet, whichever is less. Corner lots shall have two front yard setbacks. Side yard abutting a residential district shall have a setback of fifty (50) feet to accommodate screening.
2. Rear yard setback shall be twenty (20) feet or the lot directly abuts a residential district the setback shall be fifty (50) feet.
  3. Wetlands: Per Section 52.12, Subd. 6(F).
- E. Maximum Building Height: Three (3) stories or forty-five (45) feet.
- F. Maximum Impervious Surface Coverage: Eighty-five (85) percent.

**Subd. 5. Other Requirements.**

- A. Parking Lots: All parking lots shall conform to the standards set forth in Section 52.42. All lots shall include parking controls and other landscaping techniques to improve their aesthetic quality and to direct the flow of traffic.
- B. Loading Docks: All loading docks shall conform to the standards set forth in Section 52.42. No loading docks or overhead doors shall directly face collector or arterial streets.
- C. Building Exteriors: All construction of new facilities shall consist of pre-cast or cast in place concrete walls, concrete block (painted or decorative), post frame/steel frame with a concrete block or poured concrete complete perimeter foundation with frost footings extending a minimum of eight (8) inches above the final grade, and stick built construction. Pre-finished architectural metal panels, with a minimum twenty (20) year manufacturer color-fast warranty, may be used as a construction material. A minimum of twenty-five (25) percent of the exterior building finish directly facing streets shall consist of materials comparable to: face brick; natural stone or cultured rock; glass; vinyl; stucco, aluminum lap siding; cut block; and, concrete block (the surface must be treated with an applied decorative texture or material). Pre-cast or cast in place concrete buildings shall provide as much adornment as is possible considering their exterior finish limitations. Every applicant for a permit to expand or remodel an exterior of any industrial structure shall be required to provide as much adornment as is possible.
- D. Any proposed use creating periodic earthshaking vibration shall be prohibited if undue vibrations are perceptible beyond boundaries of the property on which the use is located. This standard shall not apply to vibrations created during the process of construction.
- E. Any use requiring the storage, utilization or manufacture of products which could decompose by detonation shall be located not less than four hundred

(400) feet from any residence. This Section shall not apply to the storage or usage of liquid petroleum, natural gas for normal residential or business use providing other performance standards are met.

- F. All activities that emit noise audible from the property line shall comply with the minimum requirements of the State and/or Federal regulatory body. All activities subject to State and or Federal rule relating to noise pollution shall comply with said requirements.
- G. All activities that emit radioactivity shall comply with the minimum requirements of the Federal regulatory body.
- H. All uses associated with bulk storage of oil, gasoline, liquid fertilizer, chemicals, similar liquids and hazardous substances shall comply with the requirements of the fire code, the Minnesota Department of Agriculture and other hazardous substance legislation by the Federal government. The user of such material shall have documents from the above offices that the use is in compliance. All existing above ground liquid storage tanks with a capacity of two thousand (2,000) gallons or more, shall comply with the requirements of the fire code within twelve (12) months following enactment of this Ordinance.
- I. Lighting: All lighting shall be hooded and no light may directly strike a public right-of-way or areas outside of the development, unless directed by the City.
- J. Concrete entrance aprons shall be required for all accesses to all industrial lots.
- K. Stops and Curbs: Concrete curb to B-612 specifications shall be used for all automobile stops and for all drive and parking areas.
- L. A Lock Box shall be installed on all buildings before a Certificate of Occupancy will be issued.
- M. Landscaping. A landscaped area a minimum of ten (10) feet in width shall be maintained in the front yard(s) of each lot featuring a mixture of native vegetative trees and/or shrubs.
- N. Development Plan Required. No building permit shall be issued until the Zoning Administrator reviews a development plan drafted by a professional in a corresponding discipline to determine that the use and development is compatible with adjacent land uses, consistent with the stated intent of this Zone and consistent with existing Ordinances/Laws. Upon the request of the Zoning Administrator or the developer, the development plan may be referred to the Planning Commission and the City Council who will make the final determination on site plan approval. The developer shall provide the following items to the Zoning Administrator for any development located in the I-3 28<sup>th</sup> Avenue Corridor District:

1. Building location on the lot, drawn to scale.
2. Building elevations; front, rear and side.
3. Building exterior materials and color.
4. Locations of ingress and egress points.
5. Dumpster and solid waste pick-up areas and proposed screening material.
6. Sign location and dimensions.
7. Lighting standard and hood detail.
8. Parking and loading areas identified.
9. Drainage by the use of contours.
10. Screening of heating, ventilation, air-conditioning and similar facilities.
11. Landscaping material including the location, type of plant and size.
12. Fire hydrant and fire lane locations.
13. Utility locations.
14. A description of provisions which shall be made on the site for adequate open space, transit options, etc. to properly serve patrons of the facility including a discussion of the perceived needs of the patrons (i.e. senior citizens, students, families with children).
15. If applicable, a copy of proposed covenants and/or association agreement(s).
16. Any other fencing, screening or building accessories to be located in the development area.
17. When required, evidence of completion of National Pollutant Discharge Elimination System (NPDES) permitting program and/or the City of Waite Park Storm Water Pollution Prevention Program (SWPPP).
18. If applicable, evidence of compliance with Federal, State and Local pollution and nuisance laws and regulations, including, but not limited to glare, smoke, dust, odors and noise. The burden of proof for compliance with appropriate standards shall lie with the applicant.

19. Required Fee/Agreement.

- a. Development Agreement. In the event additional review by the City or its assigns is anticipated and/or needed during implementation of Development Plan, or other similar circumstance, the City shall require the property owner(s) and/or developer(s) enter into a development agreement with the City. The development agreement shall stipulate the conditions for approval and the City's authority to inspect the development. The agreement shall further require the owner or developer, as the case may require, furnish a cashier's check, escrow account or irrevocable letter of credit in favor of the City in an amount equal to 110% of all costs associated with project improvements. Such escrow or letter of credit shall be in the form approved by the City Attorney, shall be conditioned upon the approval of the development plan.
- b. Payment Required. Any person filing a petition requesting development plan review shall pay a fee according to the schedule established by the City Council.
- c. Amount. Fees payable under this Section for development plan review shall be in an amount as established by a fee schedule as approved by the City Council. Preparation and review of all elements of the required development plan, as listed and described above, is to be at the sole expense of the developer and at no expense to the public. The fee is payable at the time of filing a petition and is not refundable. In addition to the above fees and in the event the City incurs administrative fees, professional fees, either legal, engineering or professional planners, or any other cost, including but not limited to, postage and publication expenses, the applicants shall reimburse the City for those fees, and the City officials may require an escrow deposit, cashier's check or letter of credit for these fees prior to the final action on the application for development plan review. Such escrow or letter of credit shall be in the form approved by the City Attorney.

O. Buildings shall be designed to prevent the appearance of straight, unbroken lines in their horizontal and vertical surface. There shall be no more than two (2) structures in a row without a break in the horizontal and/or vertical elevations of at least thirty-two (32) inches.

P. Common Areas. All common areas shall be maintained by the property owner.

**Subd. 6. Yard Cover.** All landscaping required by this Ordinance shall be installed prior to occupancy or commencement of a use. If the landscaping cannot be installed prior to occupancy or commencement of a use because of climatic conditions, the building inspector may

issue a temporary certificate of occupancy and grant a delay of landscaping installation until the calendar date of July 1 immediately following the date of said temporary certificate of occupancy. Every yard on a premise shall be provided with lawn or combined lawn cover of vegetation, gardens, hedges, shrubbery, and related decorative materials and such yards shall be maintained consistent with prevailing community standards. Motor vehicles may not be left parked or unattended on or within a yard. Grass shall be maintained in compliance with the weed ordinance and so not to exceed a height of eight (8) inches.

**Subd. 7. Additional Requirements.** Uses may be subject to additional requirements contained in this Ordinance including, but not limited to the sections governing parking, home occupation, floodplain, signs, etc.

This amendment is adopted the \_\_\_\_\_ day of April, 2017, and shall be effective upon publication.

CITY OF WAITE PARK

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

By \_\_\_\_\_  
Shaunna Johnson  
Its City Administrator

**CITY OF WAITE PARK  
ORDINANCE 2017-\_\_\_\_\_**  
**AMENDMENT TO ORDINANCE 52 OF THE CITY CODE**  
**ZONING**  
**SUMMARY PUBLICATION**

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

That the City Council has approved an amendment to Ordinance 52 with the addition of a new zoning district at Section 52.33 entitled I-3 28<sup>th</sup> Avenue Corridor District. The Amendment (1) describes the intent and location of the new district; (2) identifies the permitted uses within the zoning district; (3) classifies the uses requiring a conditional use permit; (4) outlines the required standards for the district; and (5) describes the yard cover requirements of the district.

The full text of the amendment is available for inspection by any person during regular office hours at the office of the Waite Park City Administrator.

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 \_\_\_\_\_ day of April, 2017.

CITY OF WAITE PARK

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



By \_\_\_\_\_  
Shaunna Johnson  
Its City Administrator

This summary publication was published on \_\_\_\_\_, 2017.

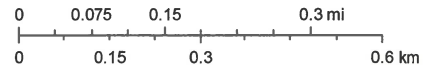
# Proposed 28th Ave Corridor Zoning District



March 3, 2017

-  Municipal Boundary
-  Parcels

1:8,000



SEH  
Aerial flight spring 2015  
Waite Park, SEH, Stearns County



March 3, 2017

Re: Proposed New Mixed-Use Zoning District – 28<sup>th</sup> Ave Area

Dear Business/Property Owner,

In order to better classify the mix of light industrial, semi-industrial, and commercial/retail uses along a portion of 28<sup>th</sup> Ave, including 3<sup>rd</sup> Street South, 4<sup>th</sup> Street South, and the eastern side of 33<sup>rd</sup> Ave South, we are proposing creation of a new mixed-use “corridor” district, similar to the existing I-2 Sundial Corridor District, located along Sundial Drive.

Currently your area is a mixture of B-2, Commercial and I-1, Light Industrial District. It was zoned this way when the area was annexed into the City years ago. This has led to some properties, due to their use, being considered as “legally nonconforming”, which means that upon a sale or change of use they can only be occupied by uses which then meet the permissible uses. Discussions have indicated that this may make eventual sale or lease of the properties difficult, and we hope that the creation of a new district to better fit this area will help prevent issues in the future.

As a rezoning, this proposal will be reviewed by the Planning Commission and must also be approved by the City Council, and property/business owners will have the opportunity to comment on the proposal. Further information regarding the public hearing will be sent in the coming days, but our staff wanted to take the opportunity to inform you of the proposal a bit ahead of time.

The mixed-use corridor zone for the Sundial Drive area has been very well-received in that area and functions well. Given the mix of uses and the smaller lot sizes in your area, I am hopeful that a similar district would better suit your current and future needs.

Please feel free to contact me with any questions or comments at (320) 656-8936 or [jon.noerenberg@ci.waitepark.mn.us](mailto:jon.noerenberg@ci.waitepark.mn.us). Further information regarding the upcoming meetings and public hearing will be forthcoming.

Sincerely,

Jon Noerenberg  
Planning & Community Development Director

From: Johnson, Jeff [mailto:Jeff.Johnson@co.stearns.mn.us]

Sent: Thursday, March 09, 2017 8:15 AM

To: Sheila Mockros

Cc: Ramler, Don; Pidde, Jake

Subject: Rezoning Question and the Effect on Property Assessments

Sheila,

Don has asked me to provide a reply to your question about the effect a change in zoning may have on how properties are assessed for tax purposes. My answer will focus on the classification and valuation activities we perform as assessor. I hope the following information will help clarify this matter for both interested taxpayers and you.

Minnesota law requires the assessor to classify property according to its actual use. If there are two or more identifiable uses to a property, the assessor may also split classify it. Zoning does not ordinarily affect the classification by the assessor unless the property is not improved with a structure and there is no identifiable use of the property. In cases where the property is unimproved, the assessor must classify the property at its most probable, highest and best use that is permitted under local zoning ordinances. If no such ordinance exists, the assessor will consider the most likely potential of the unimproved land based upon the use of the surrounding land or land in proximity to it. Thus, a single family dwelling occupied by an owner or a tenant will be classified as residential regardless of its zoning. A commercial classification will be extended to unimproved land that is zoned highway commercial.

The assessor also has the responsibility to value each individual parcel based upon its highest and best use. This term is a common appraisal concept used by appraisers and assessors in estimating the market value of property. The principle states that property should be valued as though it was being put to the use that provides the highest return to the land. This use must be physically possible, financially feasible, legally permissible, and maximally productive. When trying to identify the highest and best use of property, the assessor considers all factors. They involve internal and external characteristics of a property, such as: zoning, covenant restrictions, environmental regulations, the use of surrounding properties, setback requirements, topography, soil conditions, size and shape of the parcel, accessibility, utilities, building design, building quality, building size, building layout, building condition, building heating/cooling type, and various property amenities. Other factors of influence include supply and demand---the number of properties for sale versus the number of buyers and marketing time; location--desirability for a particular area or neighborhood; and the income-producing ability of property, if applicable, derived from different uses.

Specifically, the effect that a proposed zoning change may have on valuations for tax purposes is difficult to predict. The degree of change would be contingent on how similar or dissimilar the proposed zoning classification is to the existing zoning classification in terms of utility functions. An increase or decrease in value, if any, would most likely be delayed rather than immediate and require time to review and

quantify. Arguments have been made that rezoning protects, enhances, or weakens values. Some studies have been performed in different markets throughout the country supporting these positions with differing conclusions like: (1) values in a larger, urban market changed as well as values in a particular municipality within that same market; (2) values decreased or increased based upon the principles of supply and demand; (3) values changed because of how properties were used or would be put to use by their owners or tenants; and (4) not all properties were affected in the same manner because some parcels sold for different prices than other parcels.

In summary, the assessor is like a historian. It is his or her job is to classify and value property based on past events and activities. The owner or tenant chooses how to use a property. Buyers and sellers of property make value by their transactions. The assessor simply reviews property each year, studies sales, and assesses all properties according to available information and laws that govern property assessment work.

If you have any questions about assessment practices or a need for further clarification, please contact me.

Regards,

Jeff

Jeffery D. Johnson, SAMA

County Assessor

Stearns County

Administration Center, Room 37

705 Courthouse Square

St. Cloud, MN 56303

(320)656-3683 Fax(320)656-3977

E-mail: [jeff.johnson@co.stearns.mn.us](mailto:jeff.johnson@co.stearns.mn.us)

## PROPOSED ZONING DISTRICT DESCRIPTION

Bounded on the WEST by Julep Road AND 5<sup>th</sup> Street South AND 33<sup>rd</sup> Avenue South; on the NORTH by County State Aide Highway 138; on the EAST by 28<sup>th</sup> Avenue South; and on the SOUTH by the south line of the north 1234.85 feet of the Southwest Quarter of the Southwest Quarter of Section 18, T124N, R28W, AND the east line of Lots 24 and 25, Block 1, INDUSTRIES WEST, AND the south line of Lots 25, 26, 27, said Block 1;

Including all of the following:

All of Lots 7 through 27 inclusive, Block 1, INDUSTRIES WEST, according to the recorded plat thereof, Stearns County, Minnesota, AND

All of Blocks 1, 2 and 3, SAUK RIVER PARK ADDITION, according to the recorded plat thereof, Stearns County, Minnesota, AND

All of Blocks 1 and 2, SAUK RIVER PARK ADDITION PLAT 2, according to the recorded plat thereof, Stearns County, Minnesota, AND

All of Lot 1, Block 1, and Outlot B, SAUK RIVER PARK ADDITION PLAT 3, according to the recorded plat thereof, Stearns County, Minnesota, AND

That part of Outlot A, SAUK RIVER PARK ADDITION PLAT 3, according to the recorded plat thereof, Stearns County, Minnesota, lying south of CSAH 138 according to STEARNS COUNTY HIGHWAY RIGHT OF WAY PLAT NUMBER 23, AND

The South 514.85 feet of the North 1234.85 feet of the Southwest Quarter of the Southwest Quarter of Section 18, Township 124 North, Range 28 West, Stearns County, Minnesota, lying west of Hardrives Road, AND

That part of the Northwest Quarter of the Southwest Quarter of Section 18, Township 124 North, Range 28 West, Stearns County, Minnesota, described as follows: Beginning at the southeast corner of Lot 2, Block 1, M AND M ESTATES, according to the recorded plat thereof, Stearns County, Minnesota; thence westerly along the south line of said Lot 2 and its westerly extension, 630 feet; thence southerly 346 feet parallel with 72<sup>nd</sup> Avenue; thence easterly parallel with the south line of said Lot 2, 630 feet to the west line of 72<sup>nd</sup> Avenue; northerly along said west line to the point of beginning, EXCEPT that part lying north of CSAH 138 according to STEARNS COUNTY HIGHWAY RIGHT OF WAY PLAT NUMBER 23.

## **Agenda Item No. 4**

Issue: Preliminary and Final Plat for St Cloud Area Early Childhood Center

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### **BACKGROUND**

The request has been submitted by Design Tree Engineering and Land Surveying on behalf of Independent School District 742, for review of preliminary and final plat of St. Cloud Area Early Childhood Center.

As you may recall, in fall of 2016 the Planning Commission reviewed the request for Conditional Use Permit to allow for construction of the new proposed Early Childhood and Community Center Building on the Discovery School property. This request was later approved by the City Council. The project is on track for construction this spring/summer, but as the land has not been previously platted, the platting must be completed prior to construction. The need for platting was outlined in the earlier stages of the process and was included as a condition of approval of the conditional use permit.

The submitted plat denotes a single lot and block arrangement, which is satisfactory for the needs of this particular project. Standard necessary utility easements are depicted and retained, included additional utility easements in the southwest and northwest corners of the property which were already established.

Since the property has not been previously platted, the aspect of parkland dedication, or payment-in-lieu thereof, was brought up with the Park Board. A memo prepared and submitted to the Park Board outlining recommendation and rationale for waiving parkland dedication or payment-in-lieu is enclosed. The Park Board recommended, on a 3-2 vote, to waive requirement for parkland dedication or payment-in-lieu.

Staff is supportive of the preliminary and final plat as-submitted. The request was reviewed by the Planning Commission at their March 21, 2017 meeting and both the preliminary and final plat were recommended for approval as-presented.

### **REQUIRED ACTION**

The City Council's actions regarding the preliminary and final plat could be any of the following:

1. Approval of the preliminary plat and final plat with conditions as presented.
2. Denial of the preliminary plat, with findings of fact.
3. The City Council may, at its discretion and with 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.

April 3, 2017

**STAFF RECOMMENDATION**

Staff recommends approval of the preliminary plat with the following conditions:

1. Dedication of easements shall be required to City satisfaction prior to submittal of the final plat for affixing of City signatures.
2. Development upon the property may be subject to a Development Agreement with the City, to ensure access to and maintenance of required storm water retention facilities and associated facilities.
3. Property is subject to potential need for payment-in-lieu of Parkland Dedication, as established by City Council. Any required parkland dedication fees must be paid prior to affixing of City signatures upon the plat.

Provided that conditions of the preliminary plat are satisfied, staff recommends approval of the final plat.

**SUGGESTED MOTION**

Councilmember \_\_\_\_\_ moved to *approve* or *deny* the preliminary and final plat of St. Cloud Area Early Childhood Center, with the following conditions: \_\_\_\_\_

\_\_\_\_\_  
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)



**City of Waite Park Inter-Office Communication**

To: Bill Schluenz, Public Works Director and Parks Board

From: Jon Noerenberg, Planning & Community Development Director

Date: March 23, 2017

Subject: Payment-in-Lieu of Parkland Dedication – St. Cloud Area Early Childhood Center

All,

We have received and are processing the preliminary and final plat for St. Cloud Area Early Childhood Center, which is the property owned and operated by ISD 742 and current home to Discovery School. The school district will be constructing their new early childhood center and community building this year and the platting of the property is required prior to any additional development upon the property. A copy of the plat is enclosed.

The standard requirement for land dedication or payment in lieu is based on either number of lots or number of units for a residential subdivision, or 5% of the area for a commercial/industrial development. Our subdivision ordinance does not reference uses by public or non-profit entities.

Given that the use of the land and development is public in nature, and the fact that the property currently provides park and recreational facilities and will continue to do so (including playground equipment, softball field, basketball courts, and relocated tennis courts), I believe it is reasonable to forego the requirement for public parkland dedication or payment-in-lieu thereof.

In reviewing the available aerial imagery for the site and comparing to the current plans for the property, the areas dedicated to playground uses and/or recreational facilities encompasses approximately 25% of the overall area of the site, well in excess of the 5% that the City would require in a commercial or industrial development of comparable size.

Staff recommends that the Park Board opt to recommend foregoing of parkland dedication or payment-in-lieu for this plat, as the equivalent recreational facilities are already provided by the property and available for area residents. Staff would like to take any recommendation to the City Council for their review and consideration of the plat at their upcoming April 3<sup>rd</sup>, 2017 meeting.

Please feel free to contact me if you have any questions or if I can be of further assistance at 320-656-8936 or [jon.noerenberg@ci.waitepark.mn.us](mailto:jon.noerenberg@ci.waitepark.mn.us).

Regards,

Jon





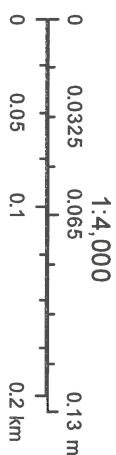
# General Location Map - St. Cloud Early Childhood Center Plat



March 8, 2017

 Municipal Boundary

 Parcels



SEH  
Aerial flight spring 2015  
Waite Park, SEH, Stearns County

## **Agenda Item No. 5**

Issue: Amendment to Planned Unit Development for Ground/Elevated/Monument Signage for Silver Leaf Lodging Group LLC

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### **BACKGROUND**

The request has been submitted by Silver Leaf Lodging Group, LLC for an amendment to their Planned Unit Development to allow for variation in location and size of ground/elevated/monument signage from what was originally approved.

In early 2015, the Planned Unit Development for the Silver Leaf project, consisting of two hotels and an associated event center, all attached and part of a single redevelopment of the former Tri-County Mobile Home Park, was approved. As part of that approval, permission was granted for two 40-foot elevated signs, with locations as approved in the attached exhibit. The existing billboard upon the property was noted as remaining in place.

The submitted and enclosed plans also depict wall signage, which is included for reference, but the proposed wall signage has been determined by staff to be permissible without need for amendment to Planned Unit Development. It is included to give a better idea of the overall signage package for the development, although this request deals specifically with the components of ground signage and utilization of the billboard.

At the time of initial review and approval, there was no consideration or discussion of the actual sign face area, and they would subsequently be limited to what is allowable under ordinance, in this case 250 square feet as a multi-tenant center. Please note that while sign ordinance revisions are being considered as a separate item on this Planning Commission agenda, no sign area revisions are being proposed for B-3 areas in which the Silver Leaf project is located, and the proposed sign area, at 416 square feet, is larger than any of the proposed revisions under consideration for other zoning districts.

Location and designs of the proposed ground signs are enclosed. While the initial approval had two 40-foot ground signs, the updated proposal would forego one of the 40-foot signs and replace it with a smaller 12 foot tall monument sign to be located along 6<sup>th</sup> Avenue South. The 40 foot sign would be moved to the frontage along Division Street adjacent to the entrance/exit area for the development. Staff believes this is a more typical and sensible location than the location which was originally proposed, which had the sign located deeper within the property which would limit its visibility from the road.

In reviewing the proposal, consideration must be given to the potential sightline issues that may arise with adjacent properties should the proposed sign be approved. There is an existing billboard (off-premise sign) located approximately 110 feet away from the proposed sign location, which could have some of its visibility obscured by the construction of the proposed 40-foot ground sign. However, in utilizing Google Street View images (attached) and estimating the location and general size of the proposed sign, it appears that by the time an eastbound driver

would draw near enough the billboard to read it, it would largely be visible and the impact of the proposed 40 foot ground sign would be minimal.

As a comparison, the current Burger Time elevated sign, although smaller, is located approximately 150 feet from the billboard and does not seem to pose any visibility issues. While the billboard itself is located upon the Silver Leaf property, the structure is owned and operated by Franklin Outdoor Advertising, and they have been in discussions with Silver Leaf regarding their use of the billboard. There has been discussion regarding a potential conversion of the billboard, or at least one side of it, to a digital display, which may be permissible.

Since the use of the billboard by the applicant would be construed as ground signage by the applicant (i.e. it would not be utilized entirely for off-premise advertising), approval would need to be given for this aspect as well and is being sought as part of this application.

Consideration to the corner lot at 6<sup>th</sup> Avenue and Division Street, at the northwest corner of the development area, must also be given. Although part of the larger redevelopment effort of the area, this property is not owned by the applicant and development opportunities are being sought by its owner. In utilizing Google Street View to get an idea of the sightlines, staff does not believe that the proposal would result in significant reduction of visibility to the corner lot. Approximations of signage locations are included for review. It should be noted that due to the greater right-of-way in the vicinity of the corner lot, any signage they may pursue would be set back a bit further from the road than on the adjacent Silver Leaf parcel. The approximate property lines are visible on the included general location map.

Staff looked to the surrounding area for comparable signage situations to take into consideration. The Hampton Inn & Suites and Homewood Suites Hilton, located adjacent to Highway 15 in St. Cloud, utilize a similar joint ground sign. A photo of the sign is provided. Per the permits files with the City of St. Cloud, this sign has an overall height of 25 feet, and an overall width of 15 feet, 3 inches. The sign face area is just under 300 square feet.

This sign seems a natural comparison and is in fact of a similar general design to what is being proposed by the applicant. When factoring in the inclusion of an event center, possible restaurant and an associated dynamic display, and the larger overall scale of the development compared to the Hampton Inn & Suites and Homewood Suites Hilton, the request for 40 foot elevated ground sign, with 416 sq. ft. sign faces and associated 104 square foot dynamic display is reasonable in staff's opinion.

Likewise, the proposed 12 foot monument sign located upon the site as per the proposed submitted plans is also reasonable in staff's opinion given the secondary entrance at this location.

Staff is supportive of the amendment to the Planned Unit Development as proposed, with conditions as outlined. The Planning Commission, at their March 21<sup>st</sup>, 2017 meeting, recommended approval of the request as proposed with the conditions outlined. One person spoke in support and one person spoke in opposition of the request.

## **REQUIRED ACTION**

The City Council's action could be any of the following regarding the request:

1. Approval of amendment to Planned Unit Development, with conditions as proposed.
2. Denial of the amendment to Planned Unit Development, with findings of fact.
3. 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 amendment to Planned Unit Development to allow for variation in ground/elevated/monument signage and utilization of existing billboard for on-premise signage with the following conditions:

1. Signage location and areas are limited to those reviewed and approved, including wall signage that did not require review/approval of Planning Commission or City Council. Any proposed deviations for plans or designs submitted shall be subject to review and approval of Community Development Director, and, if changes are deemed major, additional review and approval of Planning Commission and City Council.
2. All proposed signage must have landscaping around bases established per City Code requirements.
3. Sign permits shall be obtained prior to fabrication or installation of any signage to ensure review and approval by City staff. Engineered structural plans shall be included as part of permit submittal package.
4. Once sign permits have been issued, inspections shall be scheduled prior to pouring of any footings to ensure proper locating of signs per approved plans.
5. All ground-based signage requires landscaping surrounding bases in compliance with City Code and as approved via submittal and review/approval of plans to Community Development Director.
6. This amendment shall not be considered as any tacit or inferred approval of other deviations from approved project signage or other elements of construction.
7. Utilization of billboard is subject to agreement between Silver Leaf Lodging, LLC and Franklin Outdoor Advertising. The City of Waite Park assumes no responsibility or liability for any disagreements between the two parties and will not serve as arbitrator or mediate any such disagreements.
8. Conversion of billboard to digital display requires sign permit prior to commencement of work and submittal of engineered structural plans as part of permit submittal.

## **SUGGESTED MOTION**

Councilmember \_\_\_\_\_ moved to *approve* or *deny* the amendment to the Planned Unit Development as submitted, with the following additional

April 3, 2017

conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

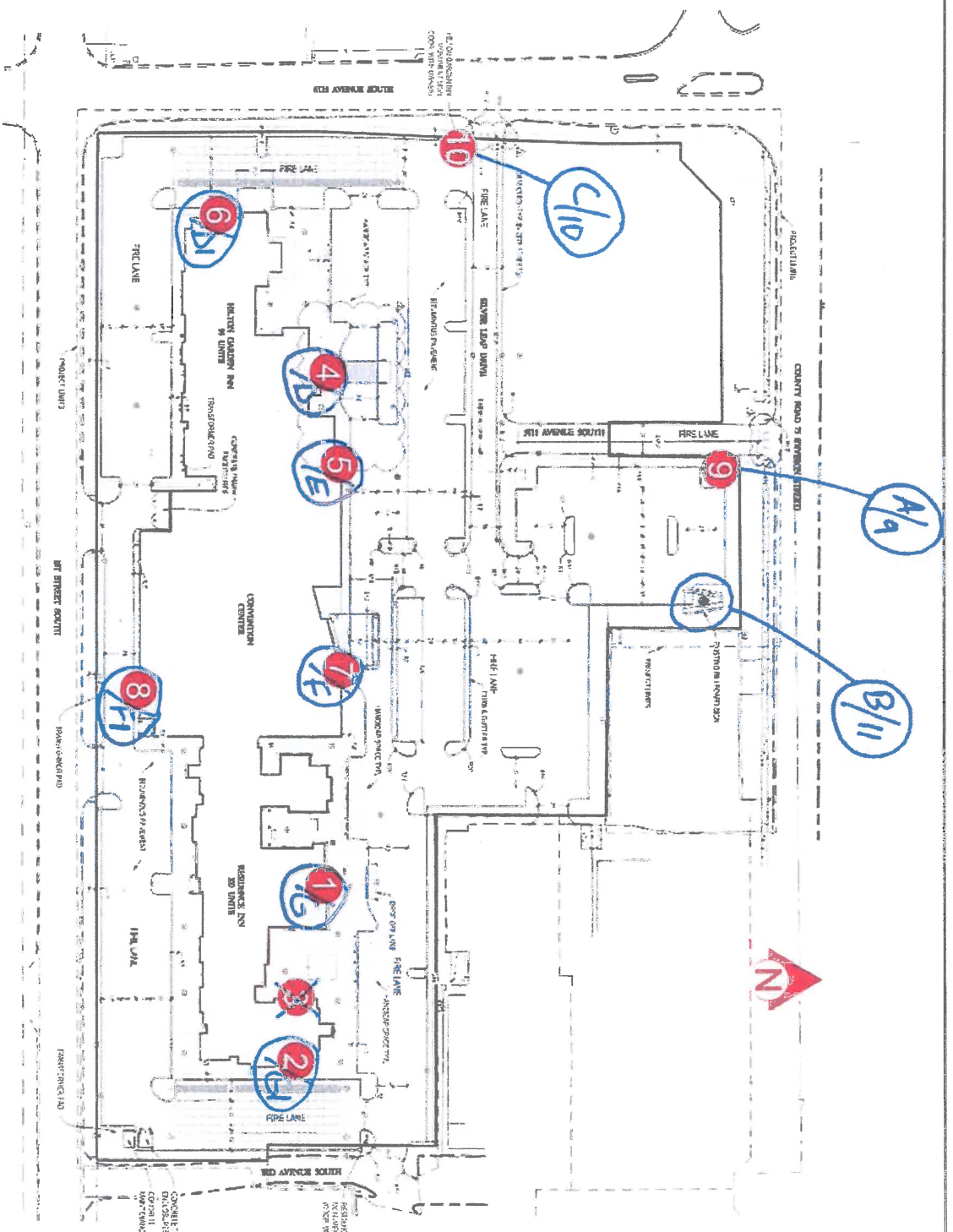
Councilmember \_\_\_\_\_ seconded the motion.

ROLL CALL

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

Motion (Approved) (Denied)





RESIDENCE INN  
 HILTON GARDEN INN  
 WAITE PARK, MN

NEW CONSTRUCTION /  
 NO EXISTING SIGNS

PROPOSED SIGNS:

- 1 24" RESIDENCE LETTER SET
- 2 24" RESIDENCE LETTER SET
- 3 ~~24" RESIDENCE LETTER SET~~
- 4 30" HILTON LETTER SET
- 5 24" RESTAURANT LETTER SET
- 6 30" HILTON LETTER SET
- 7 24 3/4" CONVENTION CENTER LETTER SET
- 8 24 3/4" CONVENTION CENTER LETTER SET
- 9 34"0"X10"0" TENANT SIGN AT 40' OAH
- 10 8"0"X10"0" TENANT SIGN AT 10' OAH

APPROVAL BOX - PLEASE INITIAL

CUSTOMER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_

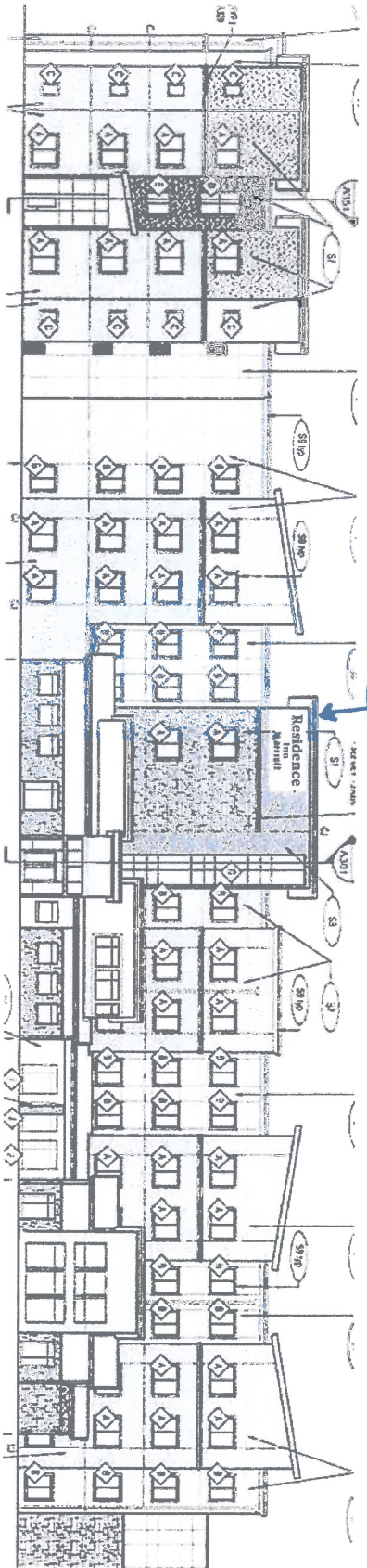
**NOTE:** Elevation drawings are for customer approval only; drawings are not to be used as any installation guide; all dimensions must be verified before installation.

Customer:	RESIDENCE INN	Date:	11/2/16	Prepared By:	RM	Note: Don't edit or sign the elevation drawing. If you need to change anything, please contact the designer. All dimensions are in feet and inches unless otherwise noted. If those units are not specified, please provide the units. Photos should be provided in a separate drawing file.	Eng:	
Location:	WAITE PARK, MN	File Name:	151166 - WAITE PARK, MN					

**persona**  
 SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY  
 700 21st Street, Southwest  
 PO Box 270  
 Watertown, SD 57201-0270  
 1 800 843 9888 • www.personasigns.com

FRONT NORTH ELEVATION  
SCALE: 1/32" = 1'-0"



6'-0 13/16" 24" 13'-10 3/16" 1'-8"

# Residence Inn Marriott

GRAPHIC DETAIL  
SCALE: 3/8" = 1'-0"

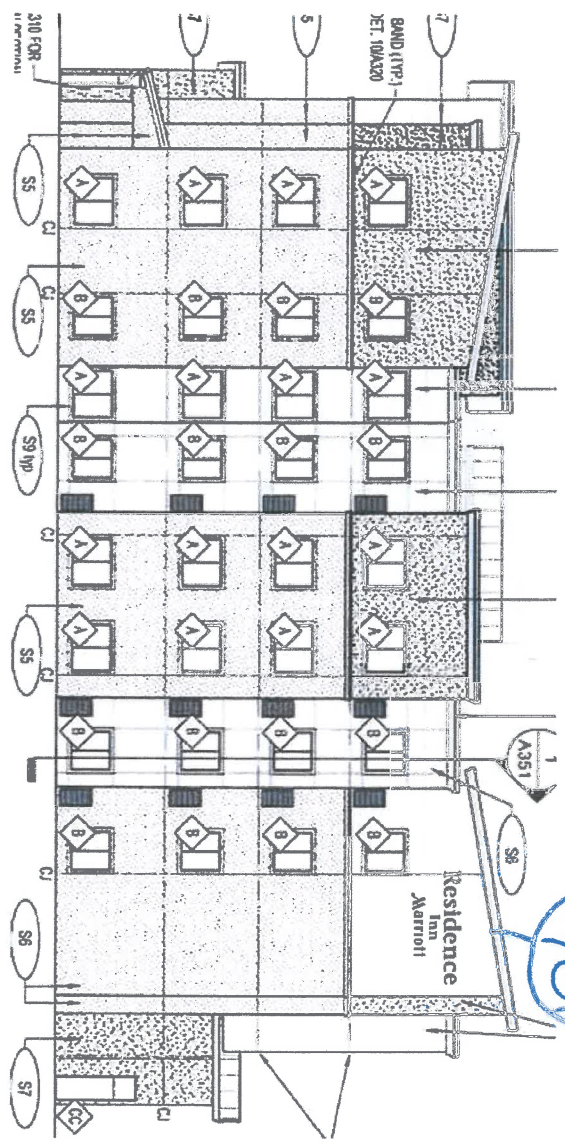
**NOTE:** Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: <b>RESIDENCE INN</b>	Date: <b>11/2/16</b>	Prepared By: <b>RM</b>	<small>Note: Client may not be responsible for printing the drawing. All orders used are placed for the client's use. All other orders are not correct. Please provide the correct files and a request to the design team.</small>	Eng: -
Location: <b>WAITE PARK, MN</b>	File Name: <b>151166 - WAITE PARK, MN</b>			

APPROVAL BOX - PLEASE INITIAL  
CUSTOMER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_

**persona**  
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700 21st Street Southwest  
PO Box 210  
Watertown, SD 57201-0210  
1 800 843 9888 • www.personasigns.com



2/61

13'-10 3/16"

6'-0 13/16" 24"

# Residence Inn



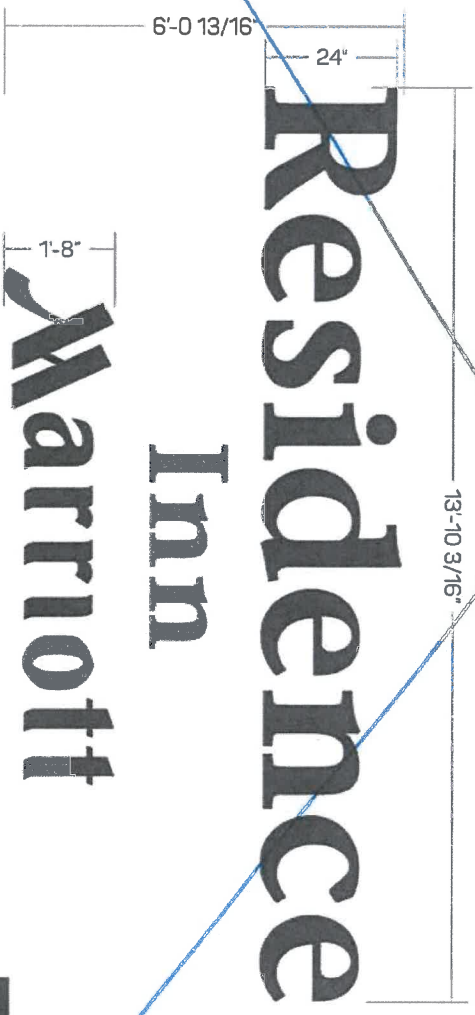
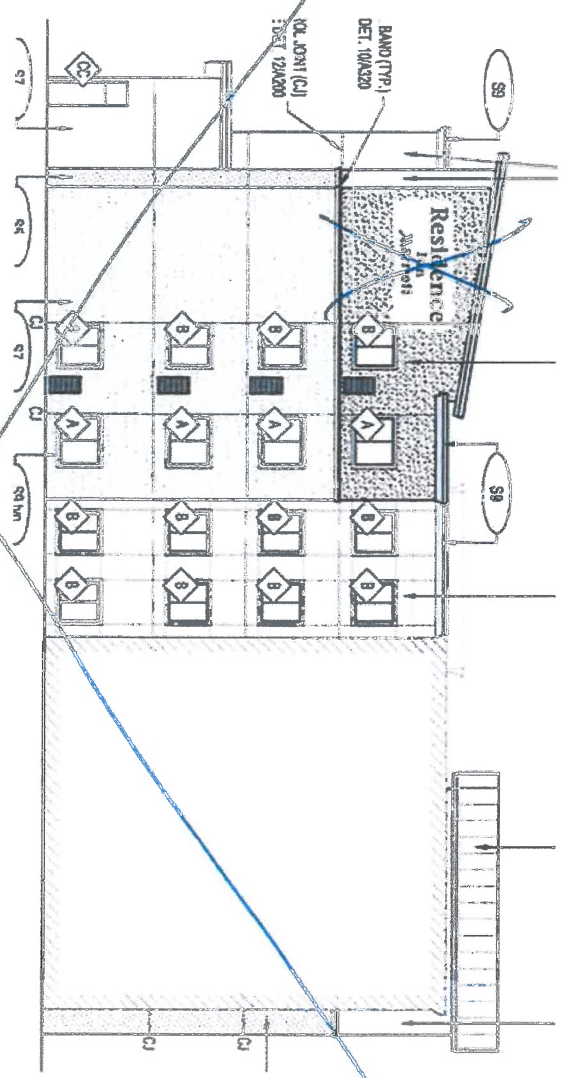
GRAPHIC DETAIL  
SCALE: 3/8" = 1'-0"

**NOTE:** Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: <b>RESIDENCE INN</b>	Date: <b>11/2/16</b>	Prepared By: <b>RM</b>	Eng:
Location: <b>WAITE PARK, MN</b>	File Name: <b>151166 - WAITE PARK, MN</b>	<p><small>Note: Order drawings to be exact when verifying printing this drawing. All dimensions are to the closest DIMK equivalent. These notes are for correct. Please provide the correct file name and version to the design/print vendor.</small></p>	
<p><b>APPROVAL BOX - PLEASE INITIAL</b></p> <p>CUSTOMER APPROVAL _____ Date _____</p>		<p><b>DISTRIBUTED BY SIGN UP COMPANY</b> 700 21st Street Southwest PO Box 210 Watertown, SD 57201-0210 1.800.843.9888 • www.personaesigns.com</p>	



**WEST ELEVATION**  
SCALE: 3/64" = 1'-0"



# Residence Inn



GRAPHIC DETAIL  
SCALE: 3/8" = 1'-0"

**NOTE:** Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: <b>RESIDENCE INN</b>	Date: <b>11/2/16</b>	Prepared By: <b>RM</b>	<p><small>Note: Our digital images are created using computer graphics. All colors used are those of the device. CMYK equivalent. If these colors are incorrect, please provide the correct CMYK number and a reason to the designer at the end of the drawing.</small></p>	Eng:
Location: <b>WAITE PARK, MN</b>	File Name: <b>151166 - WAITE PARK, MN</b>			

APPROVAL BOX - PLEASE INITIAL  
CUSTOMER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_

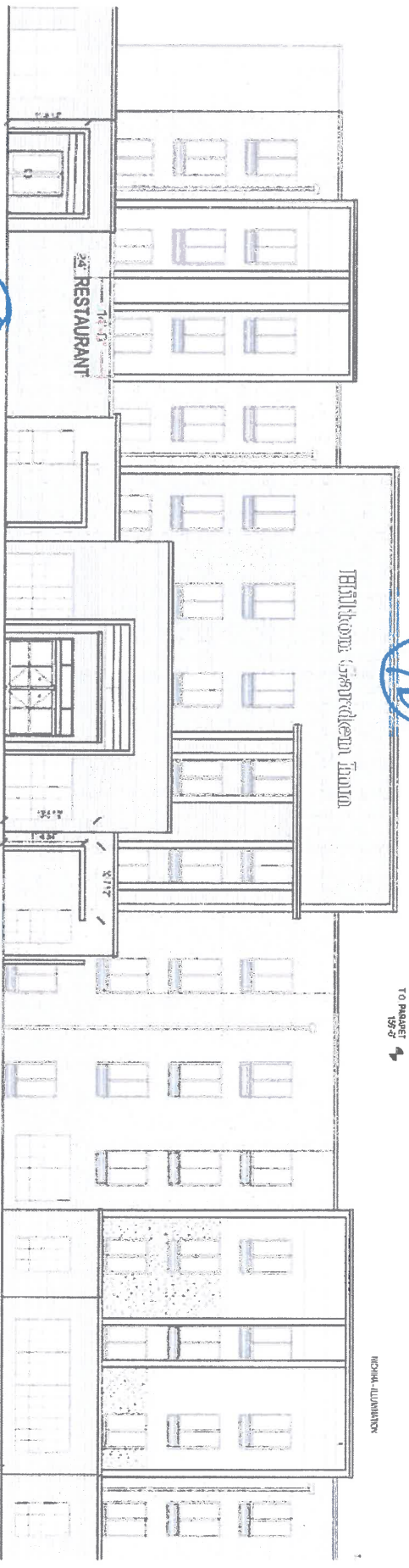
**persona**  
SIGNS | LIGHTING | IMAGE

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700 21st Street, Southaven, MS  
PO Box 210  
Watertown, SD 57201-0210  
1.800.843.9888 - www.personasigns.com

4 5

**NORTH FRONT ELEVATION**

SCALE: 3/64" = 1'-0"



2'-8 11/16"  
30"  
**Hilton Garden Inn**

33-9 9/16"

GRAPHIC DETAIL  
SCALE: 1/4" = 1'-0"

**NOTE:** Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: <b>RESIDENCE INN</b>	Date: <b>11/2/16</b>	Prepared By: <b>RM</b>	Note: Copy quantities to meet manufacturer's or printing the drawing. All orders include the sign or the design. DMK equals 1. Please indicate any correct. Please provide the correct DMK method and a return to the drawing will be made.	Eng:
Location: <b>WAITE PARK, MN</b>	File Name: <b>151166 - WAITE PARK, MN</b>			

**APPROVAL BOX - PLEASE INITIAL**

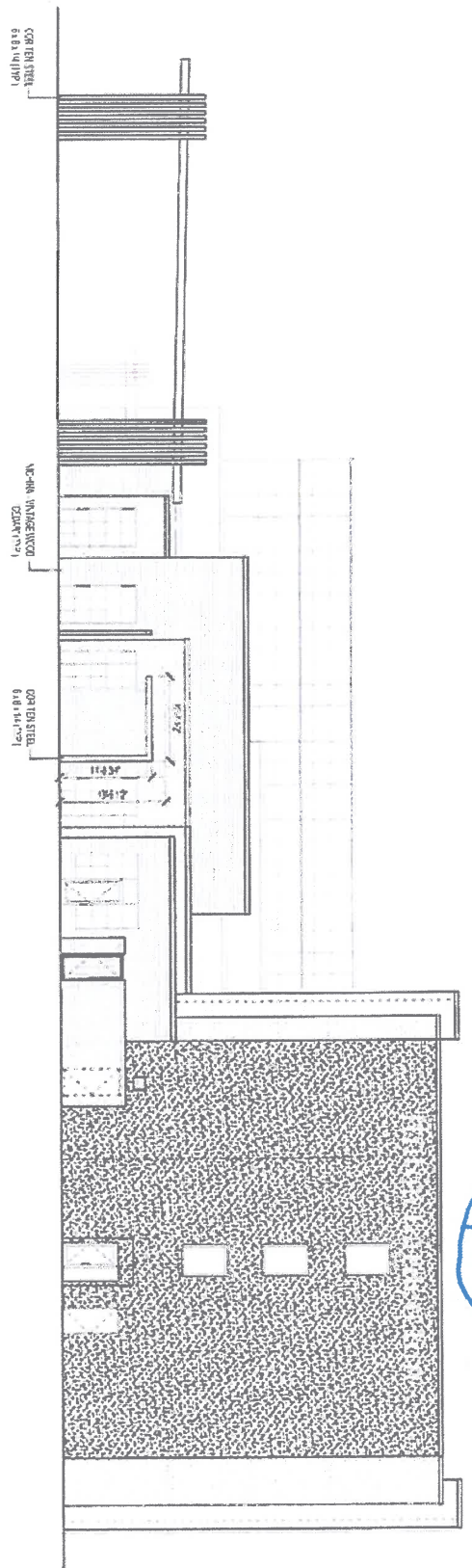
**CUSTOMER APPROVAL** \_\_\_\_\_ Date \_\_\_\_\_

**persona**  
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY  
700 21st Street, Southwest  
PO Box 210  
Watertown, SD 57211-0210  
1.800.843.9888 - www.personasigns.com



**6** WEST ELEVATION  
SCALE: 3/8" = 1'-0"



2'-8 11/16"  
30°  
Hilton Garden Inn  
33'-9 9/16"

GRAPHIC DETAIL  
SCALE: 1/4" = 1'-0"

**NOTE:** Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: <b>RESIDENCE INN</b>	Date: <b>11/2/16</b>	Prepared By: <b>RM</b>	<p><small>Note: Do not cut, nail, glue, or otherwise modify any sign or graphics during installation. All signs used are PVC or aluminum equivalent. If these colors are correct, please provide the exact PMS number and color for the drawing will be made.</small></p>	Eng:
Location: <b>WAITE PARK, MN</b>	File Name: <b>151166 - WAITE PARK, MN</b>			

**APPROVAL BOX - PLEASE INITIAL**  
CUSTOMER APPROVAL

**persona**  
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY  
700 2nd Street, Southwest  
PO Box 210  
Watertown, SD 57201-0210  
1-800-843-9888 • www.personasigns.com



353 N. Elm - Grand Island, NE 68801-1580  
Phone: 402-342-1111  
Email: trisignage@tricitysign.com

DESIGN# 105240

JOB TITLE: HAMPTON INN & SUITES

LOCATION: WHITE PINE, IA

SALES: JEFF BERSON

DESIGNER: SEAN CONNETT

DATE: 01/24/17

REVISED:

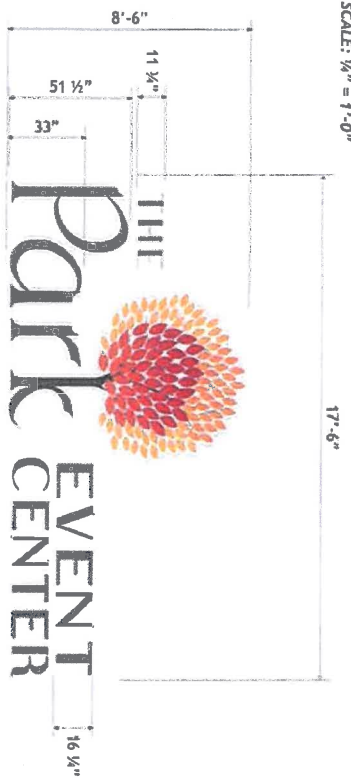


APPROVER:

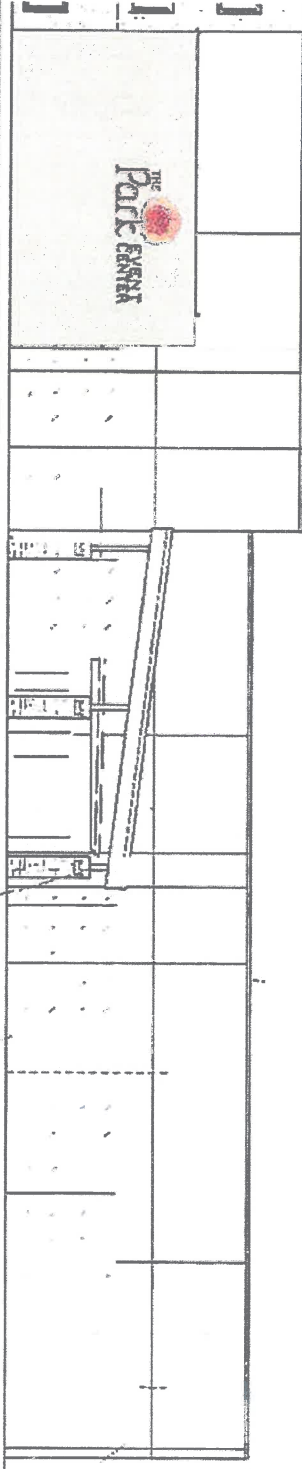
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



FLUSH MOUNTED CHANNEL LETTER DISPLAY:  
SCALE: 1/8" = 1'-0"



NORTH ELEVATION

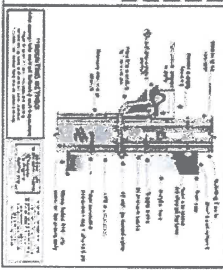


LETTER SPECIFICATIONS

RETURNS:	30 DAY RETURN POLICY
BACKS:	304 STAINLESS STEEL ALUMINUM (304 ALUM)
PRICES:	QUOTES ARE NET
TRIM-CAP:	304 STAINLESS STEEL
ILLUMINATION:	LED LIGHTING

LETTERS ARE TO BE MOUNTED TO DISCREET PROPER HARDWARE AND FASTENERS (SEE COMMENTS)

FLUSH MOUNT CHANNEL LETTER DETAIL





343 N. Elm - Grand Island, NE 68801-4800  
 Phone: 1-800-335-4779  
 E-Mail: [info@iricsign.com](mailto:info@iricsign.com)

DESIGN# 105941

JOB TITLE: HAWTHORN HS & STAIRS

LOCATION: WHITE PLAIN, NH

DRAWN BY: SEAN BENSON

DATE: 01.24.17

DESIGNER: SEAN COBURN

REVISED:

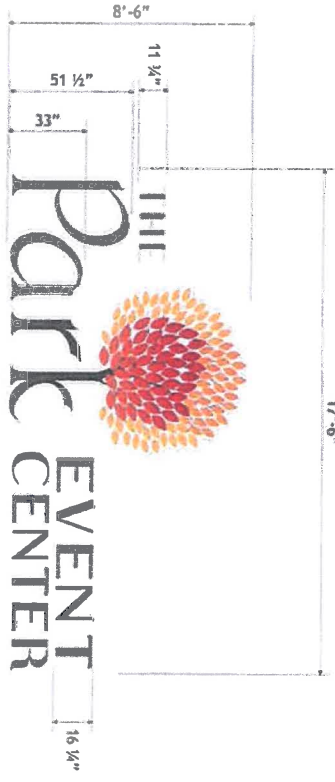


APP#88712

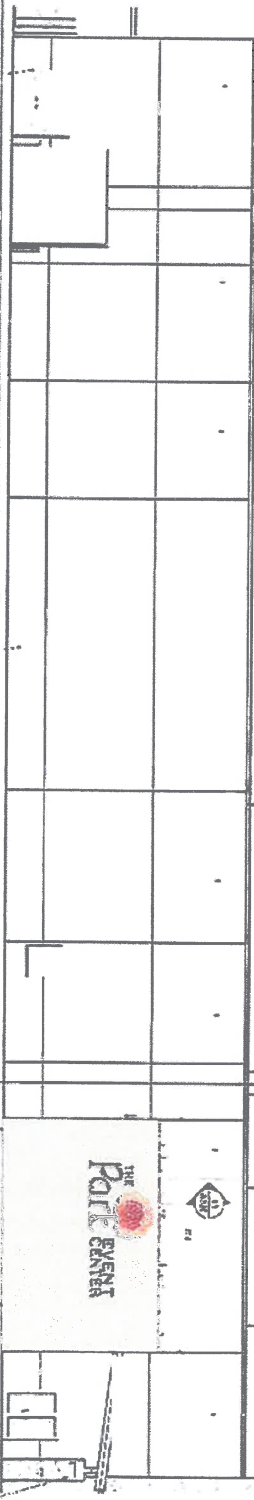
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



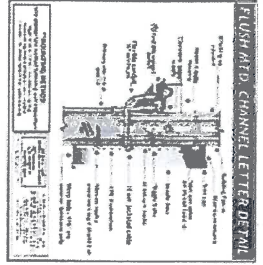
FLUSH MOUNTED CHANNEL LETTER DISPLAY  
 SCALE: 1/4" = 1'-0"



SOUTH ELEVATION



LETTER SPECIFICATIONS	
RETURNS:	W/ACT 2"X2" STANDARD 3" HOLE LETTER COM.
BACKS:	W/ACT 2"X2" STANDARD 3" HOLE LETTER COM.
TRIM-CAP:	WHITE 22248 1/2"X1"
TRIM-CAP:	REVERSE 1" BLACK
ILLUMINATION:	LED WITH 1" HOLE COM.



LETTERS ARE TO BE MOUNTED TO RISER USING PROPER HARDWARE AND INSTALLED FROM COMBOS





353 N. Elm Street, Suite 201  
Riverside, CT 06457  
Tel: 860.333.1234  
E-mail: info@tricitystone.com

DESIGN# 105851

JOB TITLE: HAMPTON INN & SUITES

LOCATION: WHITE PLAIN, NH

SALTS: JEFF BENSON

DESIGNER: SEAN CONNERT

DATE: 01.17.17

REVISED:

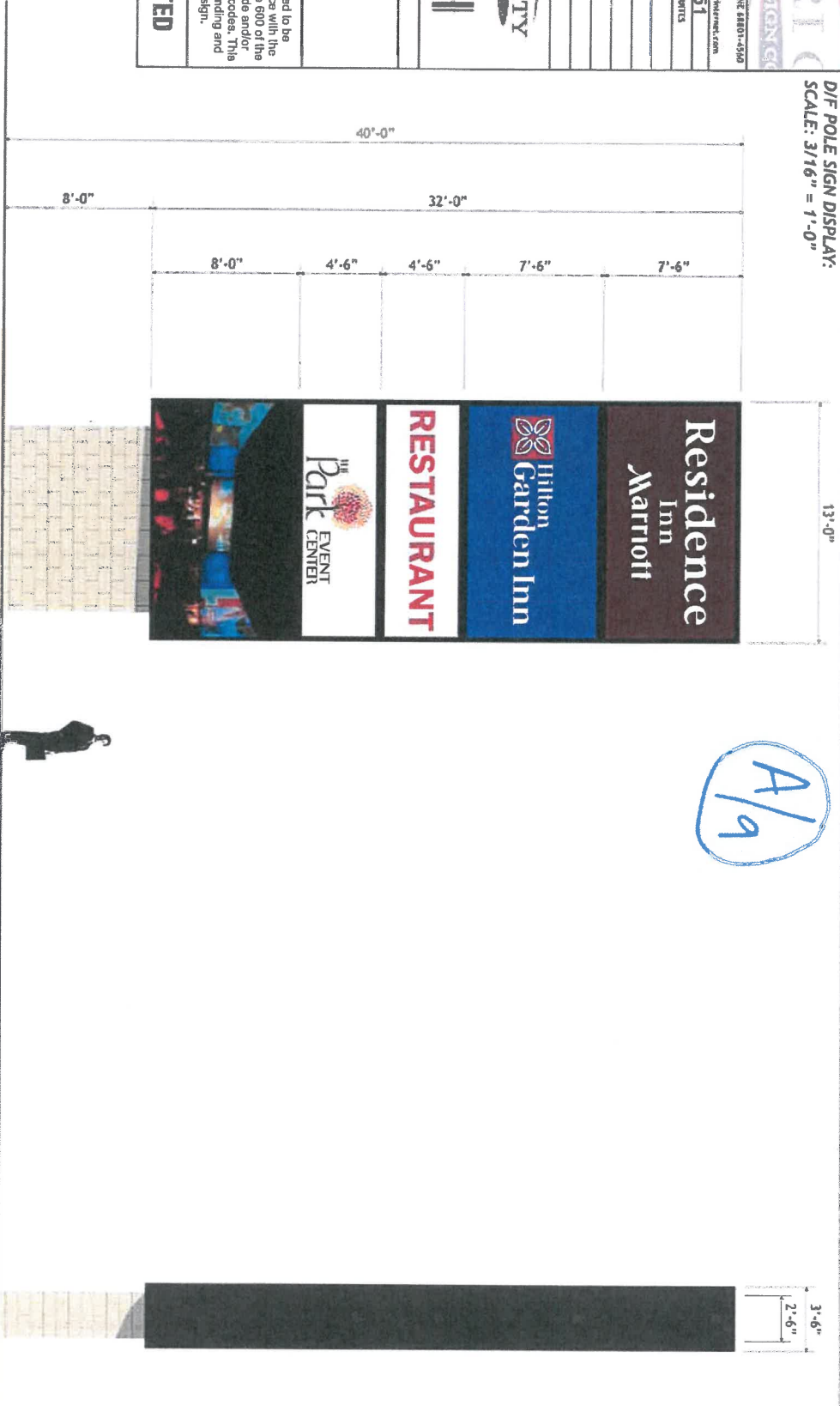


APP#000018

This sign is intended to be installed in accordance with the requirements of Article 80D of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



D/F POLE SIGN DISPLAY:  
SCALE: 3/16" = 1'-0"





315 N. Elm - Grand Island, NE 68801-4369  
 Phone: 402.336.4777  
 Fax: 402.336.4778  
 Email: info@tricitysignage.com

**DESIGN# 105806**

JOB TITLE: HAMPTON INN & SUITES

LOCATION: WHITE PARK, AMI

SALES: JEFF BENSON

DESIGNER: SEAN CONNITT

DATE: 01.17.17

REVISED:

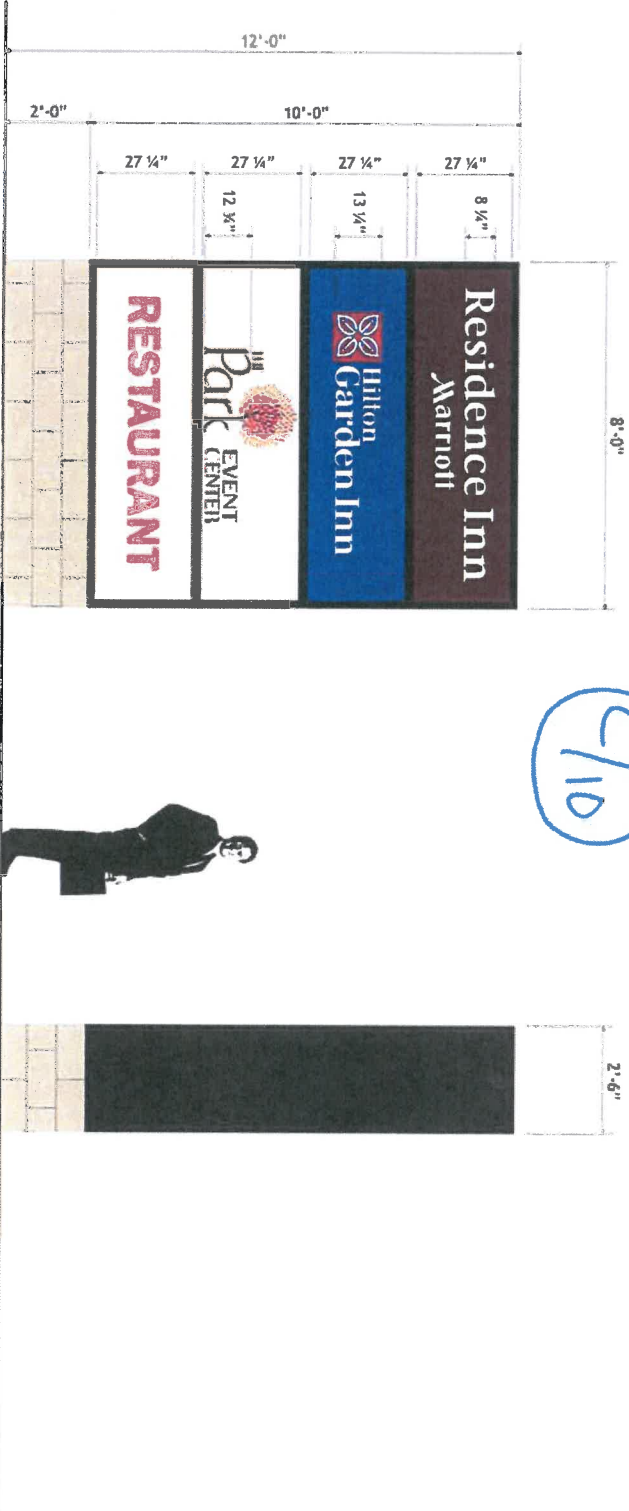


APPROVER:

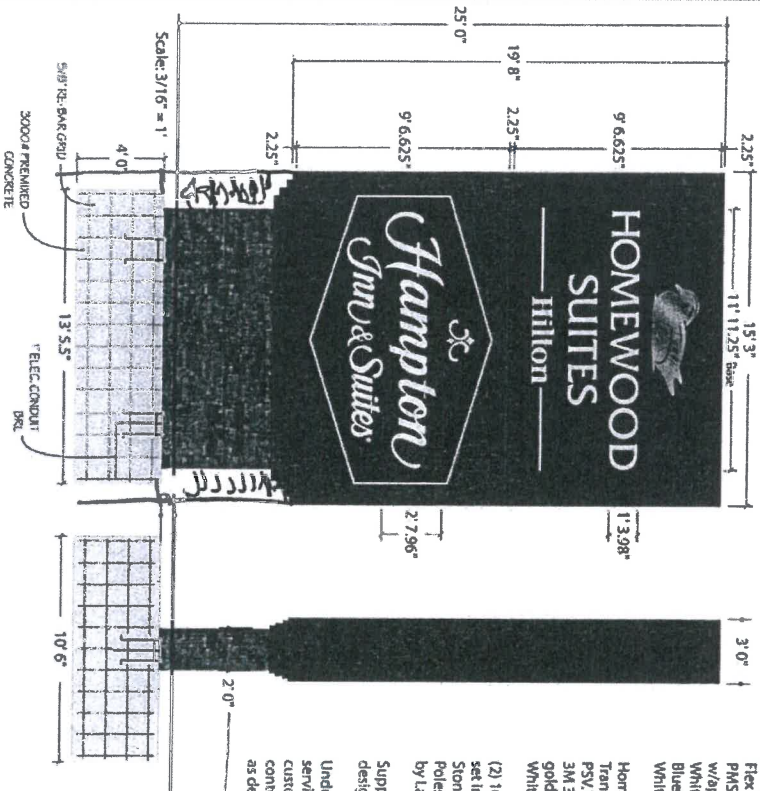
This sign is intended to be installed in accordance with the requirements of Article 800 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



D/F MONUMENT SIGN DISPLAY:  
 SCALE: 3/8" = 1'-0"



ACTUAL SUPPORT and FOUNDATION REQUIREMENTS MAY VARY PER LOCAL CODES and SOIL CONDITIONS



3'-0" Deep fabricated sign box w/ 2.25" retainer & 2" divider bar. All painted PMS 425C grey. Paint inside light enhancing white.

Hampton Inn & Suites face:  
Flex face w/opaque applied PSV to match PMS 425C grey; Reverse weeded hexagon shape w/applied red PSV border 3M 3630-53. White border 3M 3635-10. Blue background 3M VTR12674. White copy & cartouche show-thru.

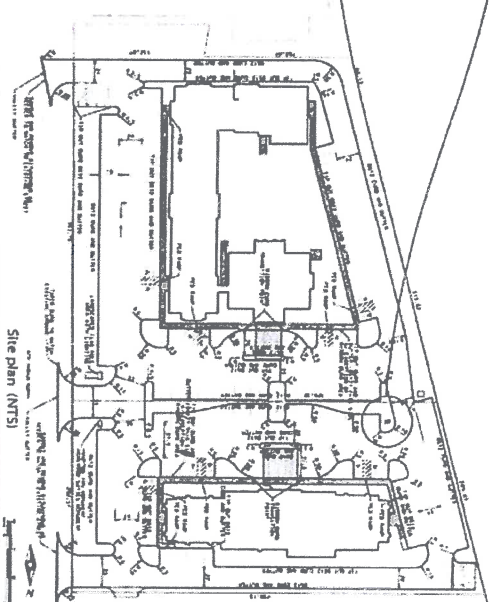
Homewood Suites face:  
Trans white flex face w/ applied PSV. Teal green background 3M 3630-6949. Metallic gold "Duck" logo 3M 3630-131. White copy & rule line show-thru.

(2) 10" x 10" x 0.375" thick steel supports set in concrete pad w/ stone base. Stone base & concrete by others. Poles & anchor cages to be provided by Lauretano Sign.

Support steel & foundation designed for 90 PSF windload. Underground primary electrical service furnished to sign by customer's electrician. Sign contractor to make final connection as determined by local sign ordinances.

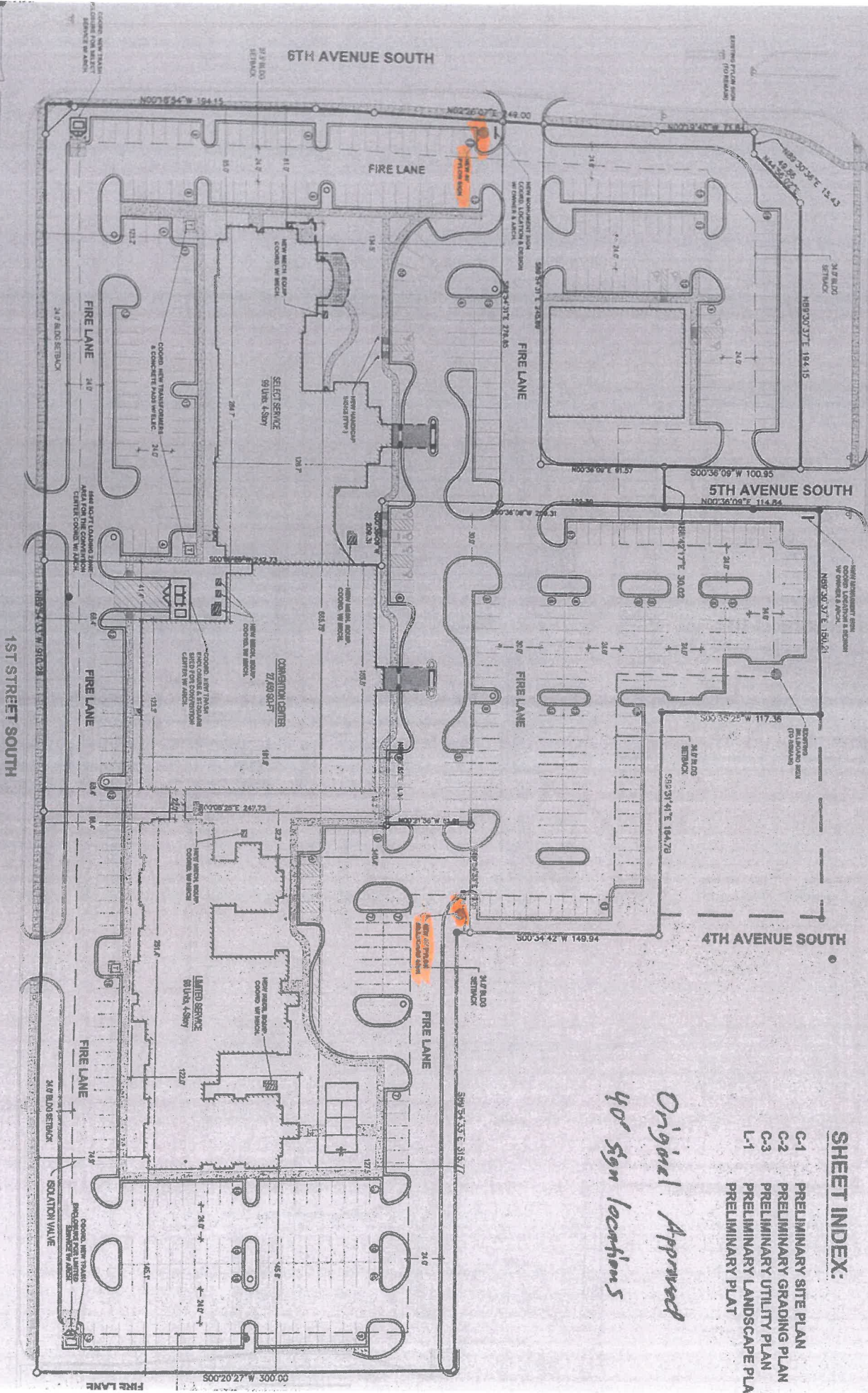
Volt: 120 - Power is based off 120 volt. If signs use anything other than 120 volt then a difference in price will apply or a step down transformer will need to be used.

Note: For preliminary design purposes only. Accurate field survey and dimension verification required before beginning construction.



Title	Homewood Suites
Location	St Cloud MN
Customer	Lamont Companies, Inc.
Scale	As noted
Design	11
Print History	9/4/09
Date	9/8/09
Description	9082JS-2
Line	<input type="checkbox"/> Technical survey required <input type="checkbox"/> Technical survey confirmed
Sign Type	Custom HITS/HIS Monument
Description	DPI Dual brand monument.
Location	Northwest corner of property.
Size	19' 8" x 15' 3"
Comancript	qt ft calc. 299.9
Colors	As Noted
Materials	As Noted
Installation Method	Direct burial.
Ampl	
Volt	120
NOTE: For graphic intent only	
Authorized Signature	
Approval Date	
<b>LAURETANO SIGN GROUP</b> 1 Tremco Drive, Torrville, CT 06786 860-582-0233   fax 860-583-0949 sign@lauretano.com www.lauretano.com	

09-5-115



C.S.A.H. NO. 75 (DIVISION STREET)

**SHEET INDEX:**

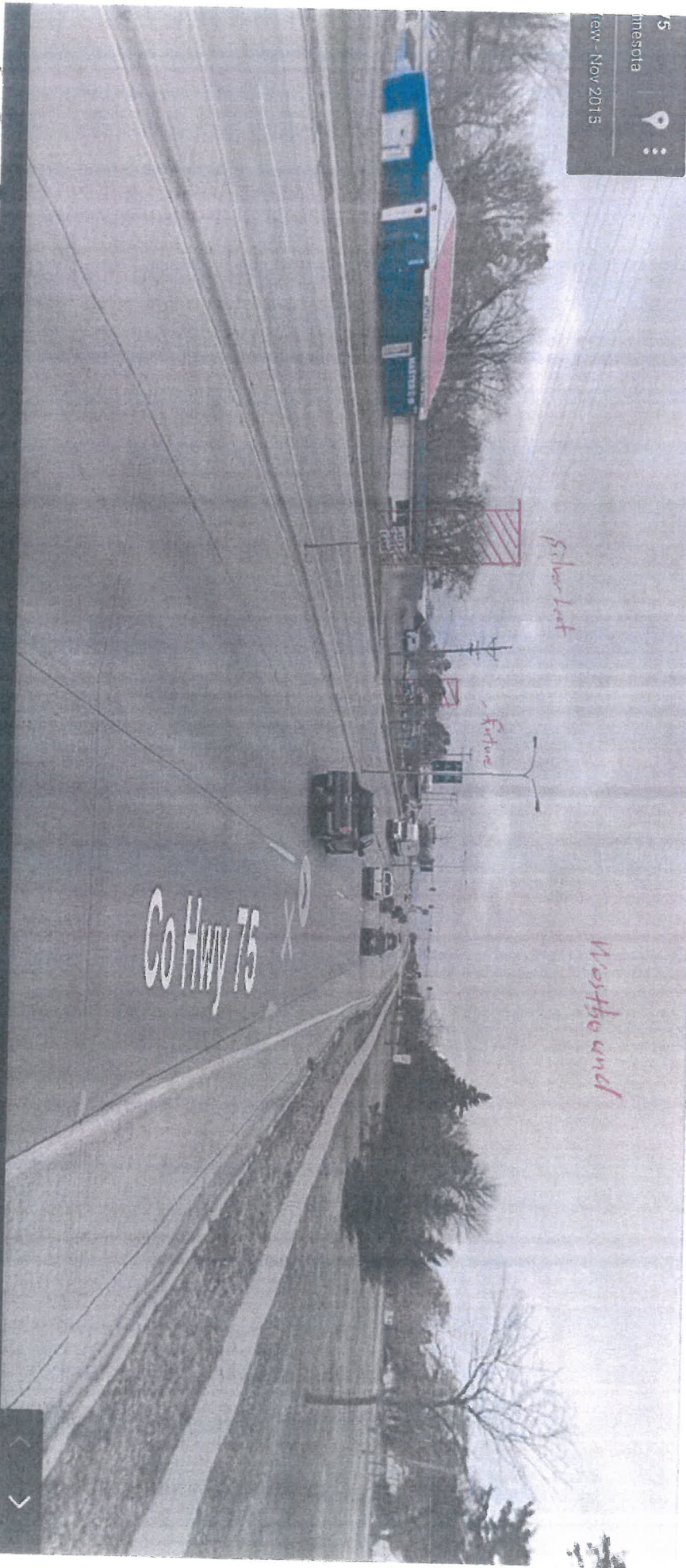
- C-1 PRELIMINARY SITE PLAN
- C-2 PRELIMINARY GRADING PLAN
- C-3 PRELIMINARY UTILITY PLAN
- L-1 PRELIMINARY LANDSCAPE PLAN
- L-2 PRELIMINARY PLANT

*Original Approved  
40' Sign Locations*

# Google Chrome

Fast, secure browser with updates built in

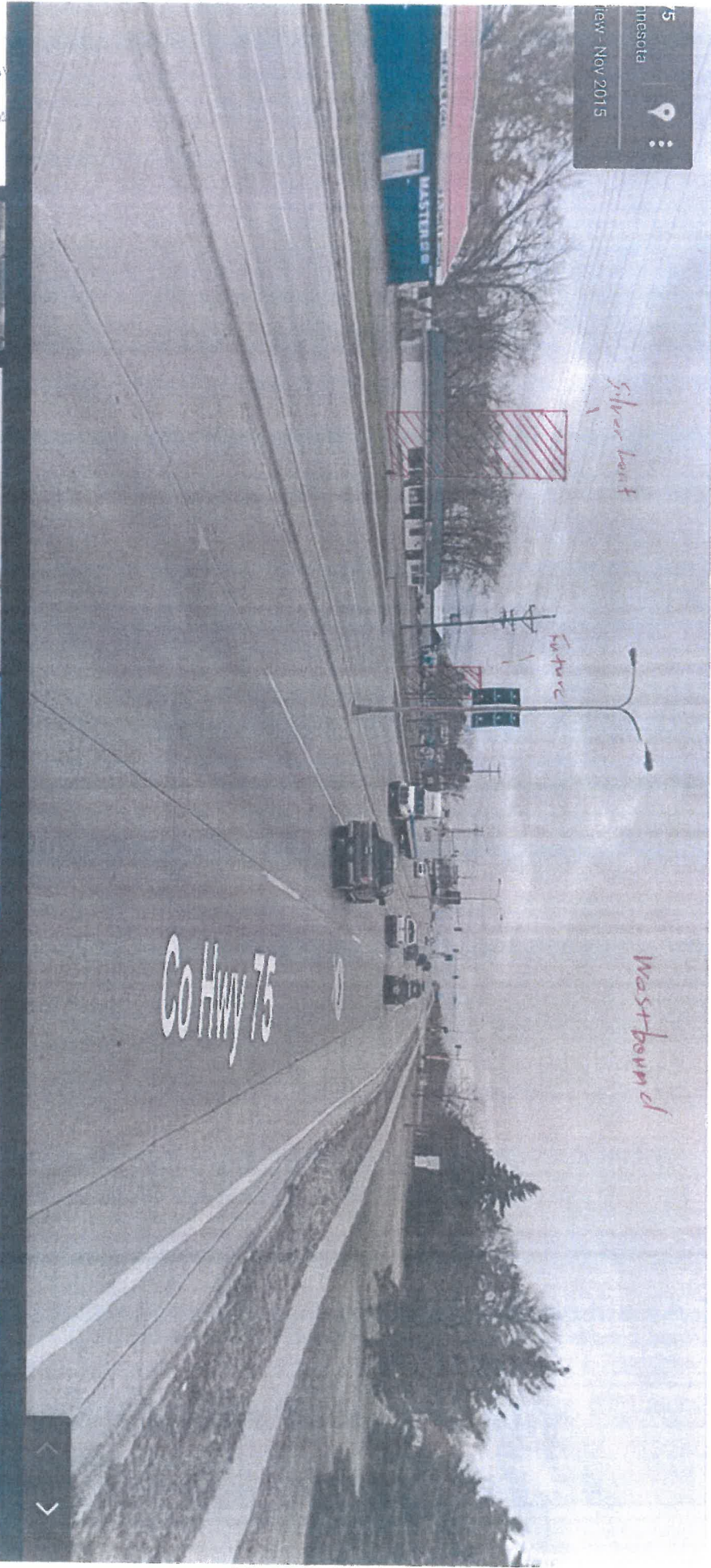
NO THANK!



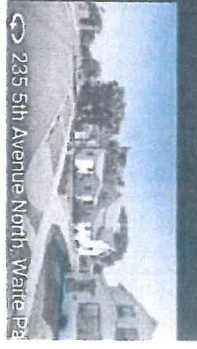
Division St  
Satellite  
Division Street, Waite Park, Minn...  
Burger Time  
3rd Avenue, Waite Park, Minneso...  
235 5th Avenue North, Waite Pa...

Google Chrome  
Fast, secure browser with updates built in

NO THANKS



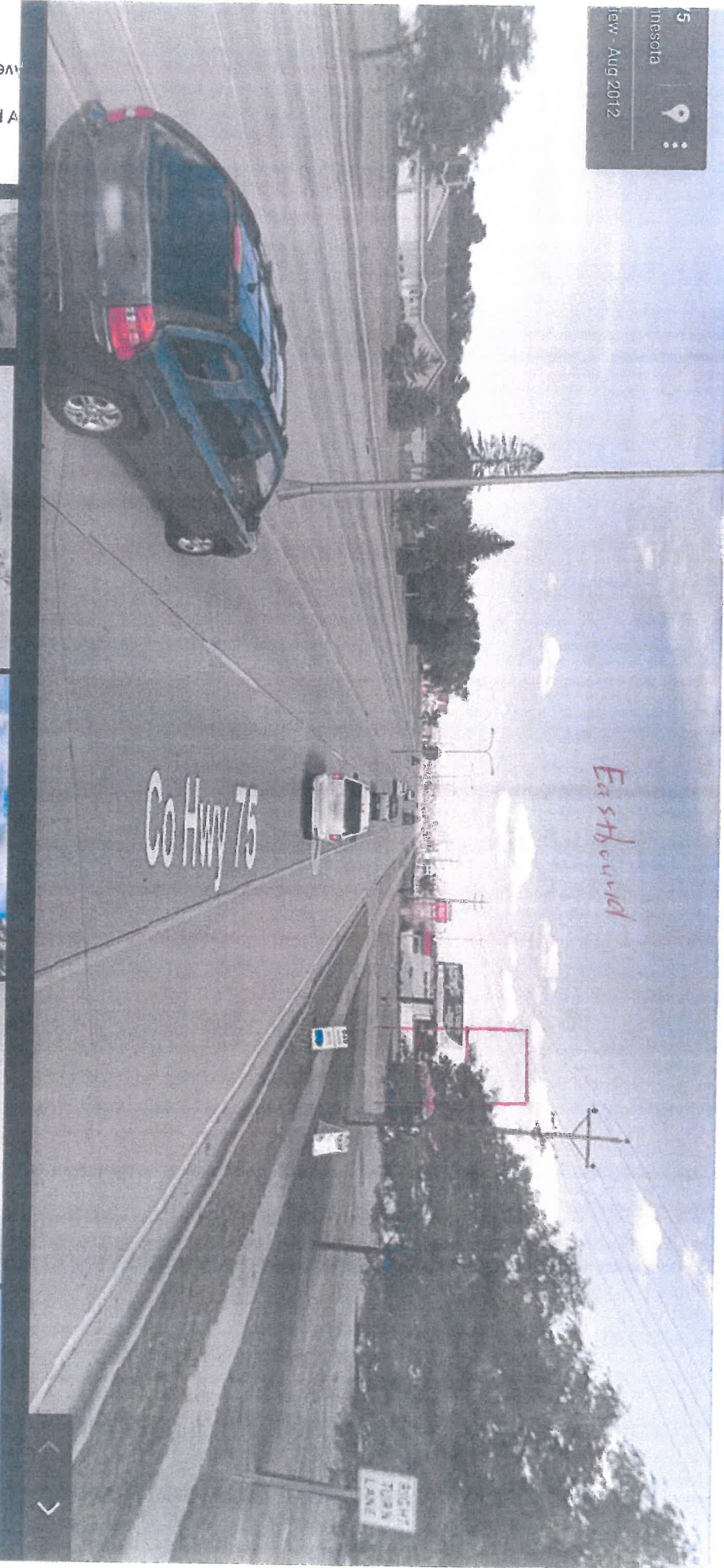
Division St  
3rd A



Google Chrome  
Fast, secure browser with updates built in

NO THANKS

5  
Minnesota  
New - Aug 2012



Division St  
3rd A  
ian Dr





Google Chrome

Fast, secure browser with updates built in

*Homewood Suites and Hampton Inn - Highway 15, St. Cloud*

NO THANK!



Satellite

Minnesota 15, Saint Cloud, Minn...

Grossroads Center

MetroPCS Authorized Dealer

Red Robin Gourmet Burgers

## **Agenda Item No. 6**

Issue: Nuisance Abatement Hearing – Utilization of Anderson Trucking Properties by Copart – Old Highway Road North

---

### **BACKGROUND**

City staff has been coordinating with staff of Copart, Inc., including their legal counsel, on an issue regarding their current use of property owned by Anderson Trucking Service, Inc. and located on Old Highway Road North and Bel Clare Drive. The utilization of the property by Copart has, after review and consideration by staff and the City Attorney, been determined to be in non-compliance with several aspects of the City Code, including but not limited to the storing of junk motor vehicles upon the property.

Primarily to facilitate the request of Copart to appeal to the City Council determination that the property is not suitable for use by Copart due to their operations as what is classified as a prohibited “auto reduction yard” within City Ordinance, a notice and order was sent by staff to Copart on March 1<sup>st</sup>, 2017, advising of the determination and requiring removal of all vehicles and equipment upon the site by March 6<sup>th</sup>, 2017. The subject items were not removed, as staff expected, and Copart’s legal counsel has opted to pursue an appeal of the removal order and determination with the City Council, which is acting in the capacity as established under the nuisance abatement process outlined by Ordinance 90.

The issue at hand stems from contact between Jon Noerenberg, Planning and Community Development Director, and various Copart staff and the commercial realtor representing the Anderson Trucking property. Staff had been contacted in early December 2016 by Copart regarding their interest in a site nearby Fleet Farm (former SJ Louis property) and staff evaluated and responded they would not be supportive of the use at that site due to the incompatible zoning and adjacent residential uses. At that time, staff reviewed the submitted “Statement of Operations” submitted by Copart and determined that the use could be considered as outdoor storage, which is permissible in the I-1, Light Industrial District with proper screening per City Code. A copy of the letter provided to Copart at that time in response to their interest in the SJ Louis property is enclosed. Staff gave consideration to the use as possibly being defined as a junk yard, but upon review of the definition of “junk yard” per Ordinance, as below, staff determined the use did not fit that classification.

*“Junk Yard. Shall mean an area where used, waste, discarded or salvaged material is disassembled, including but not limited to scrap iron and other metal, paper, rags, rubber products, bottles and lumber. Storage of such material in conjunction with a permitted manufacturing process when within an enclosed area of building shall not be included.”*

Copart staff and their commercial realtor made contact with staff again in early January 2017. Staff reviewed the applicable ordinances and did not believe the use fit into the category of outdoor storage, based upon compliance with the submitted statement of operations, discussions with Copart staff, and provision of an agreed-upon screening plan for the property. A copy of

the outdoor storage ordinance for commercial/industrial areas is enclosed. Staff agreed that due to winter weather conditions of the time the provision of fencing /screening could be delayed but advised verbally and via email to the realtor that a plan would need to be approved prior to commencement of any activity upon the site. Staff prepared and sent a letter outlining the determination for the property to Copart on January 13, 2017, a copy of which is enclosed.

No further contact occurred regarding the property or with Copart staff until early February 2017, when staff was made aware that vehicles and equipment were being brought into the property. Upon discussions between the Planning and Community Development Director, City Administrator, City Attorney, and Mayor, further review of the use of the property and Copart's operations noted that it is classified as an "auto reduction yard", and not "outdoor storage". Per Ordinance definition, an auto reduction yard is defined as below:

*"Automobile Reduction Yard. Shall mean a lot or yard where one or more unlicensed motor vehicles, or the remains thereof, are kept for the purpose of dismantling, wrecking, crushing, sale of parts, sale of scrap, storage or abandonment."*

Staff was unaware of the classification of auto reduction yard within the ordinance as it is not listed as either a permitted or conditional use within any established zoning districts, and is subsequently prohibited. Staff noted the error in determination and sent an updated determination letter to Copart on February 9<sup>th</sup>, 2017, outlining the previous incorrect determination and informing them that continued use of the site would not be permissible and requiring that the use be discontinued and all vehicles and equipment removed by May 1, 2017. A copy of this correspondence is enclosed.

Copart staff and their legal counsel, after receipt of the updated determination, held meetings with City staff, City Attorney, and Mayor Miller at City Hall and an on-site meeting at their Avon facility to review their operation. Copart disputes that they meet the definition of "auto reduction yard" within the ordinance and has expressed their desire to continue their use and expansion of their operations upon the property, which they are leasing. Staff advised that a determination would be made and that if Copart did not agree with the results they would have the opportunity to appeal and discuss with the City Council.

After considerable review and discussion, staff sent the determination letter regarding Copart's use of the property on March 1<sup>st</sup>, 2017, a copy of which is enclosed. Review of operations and City Ordinances identified that the use does not comply with the ordinance as it is deemed an "auto reduction yard" due to the storage of unlicensed vehicles (Copart has continually disputed the licensing aspect), and due to the storing or parking of junk motor vehicles, which the vehicles and equipment being stored by Copart would qualify as. Per Ordinance 61, Section 61.13, "Storing or Parking of Junked Vehicle", which states the following:

*"Storing or Parking of Junked Vehicle. No person shall park, store, or leave any junked vehicle, whether attended or unattended, upon any public or private property within the City. No person, as an owner of or an occupant having control of private property within the City, shall permit the parking, storing, or leaving any junked vehicle upon private property, unless the junked vehicle is stored within a building. For purposes of this Ordinance, a junked vehicle shall*

*constitute any vehicle, as defined in this section, which has unlawfully affixed or attached to it an expired State registration or license plate or plates, or the condition of which is wrecked, dismantled, partially dismantled, inoperative, abandoned, or discarded. The presence of a junked vehicle within the City upon private or public property as described by this Ordinance is declared to be a hazard to the public health and safety, and a public nuisance that the City may abate as a nuisance.”*

The violation of this ordinance is considered a nuisance and utilizes the abatement process outlined in Ordinance 90, “General Public Nuisances, which is described as below:

*“Abatement of Nuisance. If, after service of notice, the person served fails to abate the nuisance or make the necessary repairs, alterations or changes in accordance with the order of the Building/Code Enforcement Officer, at the direction of the Building/Code Enforcement Officer, the nuisance will be presented to the City Council at a regular meeting. The Waite Park City Council may, after notice to the owner or occupant and opportunity to be heard, cause such nuisance to be abated at the expense of the City of Waite Park and recover such expenditure by assessing the cost of the enforcement action against the real property upon which the nuisance existed and to certify the same for collection in the same manner as taxes and special assessments are certified and collected. Costs of enforcement shall include administrative costs, including the cost of service and posting.”*

A response letter from Copart’s legal counsel was received on March 7, 2017, disputing the City’s determination and order for correction and requesting the review via the City Council. A copy of this correspondence is enclosed.

Staff advises of the following aspects in which the utilization of the property by Copart for their operations as a storage/auction yard for automobiles does not meet City requirements and should not be considered as a permitted use:

- The utilization of the property for storage/parking of junk motor vehicles is considered a nuisance per Ordinance 61, Section 61.13, “Storing or Parking of Junked Vehicle”, and is subject to abatement procedures as outlined in Ordinance 90, “General Public Nuisances”. Regardless of licensure, a vehicle which is wrecked, dismantled, partially dismantled, inoperative, abandoned, or discarded qualify as a junk motor vehicle, and the vast majority of vehicles handled by Copart meet this definition.
- The use constitutes an “Automobile Reduction Yard” per City Ordinance. Given the volumes of vehicles and the extensive turnover time (as noted by Copart, longer than outlined in the submitted Statement of Operations), it is not feasible that current licensure is maintained for all damaged vehicles in storage at the facility. Additionally, Copart’s location in Avon utilizes signage (pictures enclosed) which notes them as “salvage auto auctions”, which aligns with the use as an auto reduction yard.
- The transfer of titles and vehicles also constitutes a sale of the vehicle. Vehicle sales are not listed as either a permitted or conditional use within the I-1, Light Industrial District. City ordinance does not differentiate vehicle sales by level of damage or lack thereof, only by “new” or “used”. New and used vehicle dealers typically require an approval of

the local zoning administrator by the State of Minnesota and no such approval has been requested nor provided by Copart for this property.

Staff would note the vehicles and equipment were brought into the property and the site began to mobilize for operations prior to the submittal and approval of a screening plan by staff, as discussed earlier on in the process. While the provision of the screening plan would not have corrected the underlying error by staff in the determination of the use as permitted “outdoor storage”, it would have provided another level of review and opportunity to have caught the error before commencement of operations upon the site.

While Copart may have an investment in the site in having a lease agreement and having started mobilizing operations upon it, the error was identified relatively early in their utilization of the property and before any capital investments in the form of remodeling/adding buildings, fencing, permanent site equipment, paving, or fencing/screening. Staff and the City Attorney do not believe that such an error constitutes an ongoing allowance for continued use of the site, and proposed expansion, in violation of applicable City ordinance.

Staff would recommend that the City Council make the following determinations:

1. Uphold the determination that the site is in violation of Ordinance 61, Section 61.13 “Storing or Parking of Junked Vehicle” and that the utilization for storage and parking of junk motor vehicles must be discontinued per standards of Ordinance 90, “General Public Nuisances”.
2. That the use constitutes a prohibited “Automobile Reduction Yard” per City Ordinance and must be discontinued.
3. That the use constitutes prohibited sale of motor vehicles in an I-1, Light Industrial District and must be discontinued.

### **REQUIRED ACTION**

The City Council’s action could be any of the following regarding the request:

5. Uphold the determination that the property is in violation of Ordinance 90, as presented.
6. Reverse the determination as presented.

### **RECOMMENDATION**

Staff would recommend that the City Council make the following determinations:

1. Uphold the determination that the site is in violation of Ordinance 90 and that the utilization for storage and parking of junk motor vehicles must be discontinued.
2. That the use constitutes a prohibited “Automobile Reduction Yard” per City Ordinance and must be discontinued.
3. That the use constitutes prohibited sale of motor vehicles in an I-1, Light Industrial District and must be discontinued.

Staff recommends setting June 1, 2017 as the deadline for removal of all vehicles/equipment and discontinuance of the site by Copart.

**SUGGESTED MOTIONS**

Councilmember \_\_\_\_\_ moved to *uphold* or *reverse* the determination that the site is in violation of Ordinance 90 and other applicable ordinances, as presented, with the following  
comments/conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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)



December 5, 2016

John Reed - Director of Acquisition, Zoning & Corporate Facilities  
Copart  
14185 Dallas Parkway, Ste 300  
Dallas, TX 75254

Re: Property Suitability Statement – 3032 1<sup>st</sup> Street South – Schueller Properties, LLC –

Dear Mr. Reed,

Please find this letter in response to your request for statement of suitability for the above-referenced property in Waite Park, per your email and our discussion on Thursday, December 1<sup>st</sup>, 2016.

The proposed use by Copart, Inc. would be for asset liquidation of used undamaged and damaged vehicles, trailers, watercraft, powersports, and industrial/commercial equipment, including storage on-site for periods of 50-60 days average per the submitted statement of operations. Per our discussion, it is my understanding that the proposal would include primarily storage and scheduled viewing/pick-up and drop-off of assets, but no on-site sales.

As you are aware, the property and surrounding area are currently zoned B-2, Commercial/General Business District. Per the stated intent of this zoning district:

*“The B-2 General Business District provides space for concentrated general business and commercial activities or central business district at locations where the interaction between those activities can be maximized with minimal infringement on residential neighborhoods. This district is suitable for areas guided to general commercial/business in the Comprehensive Plan.”*

In reviewing the district standards of the B-2, Commercial/General Business District, there is no listed permitted or conditional use that would allow for a storage operation as described the submitted statement of operation or per our discussion. The zoning and Comprehensive Plan for this area guide and intend for future commercial/retail use that would not be in line with your proposal. Given the intent of the ordinance, the current plans for the area, and the existence of surrounding residences, I would not be supportive of a request to rezone the property to fit the proposal.



That being said, there may be areas nearby which are more conducive to your operations and zoned more appropriately. With property fencing/screening from adjacent properties and roadways as required under our zoning ordinance for outdoor storage, and without any stacking of assets beyond what is afforded by fencing/screening, I would consider the proposal to be a permitted use within our I-1, Light Industrial District. I-1 Light Industrial zoned properties are noted in blue on the map you had previously reviewed, and also include the properties in purple on this same map, which were at the time properties that were soon to be annexed into the City.

I will include a current copy of the zoning map with this letter for your reference and use. If you would like to review options for any of these properties as an alternative, I would be pleased to assist you in that process.

Please feel free to contact me with any questions you may have, or if I can be of further assistance, at (320) 252-6822, or [jon.noerenberg@ci.waitepark.mn.us](mailto:jon.noerenberg@ci.waitepark.mn.us).

Sincerely,

Jon Noerenberg  
Planning & Community Development Director



January 13, 2017

Richard Kruse – Vice President of Operations  
Copart  
615 So. 51<sup>st</sup> Avenue  
Phoenix, AZ 85043

Re: Property Suitability Statement – Anderson Trucking Parcels, Old Highway N. & Bel Clare Drive, Waite Park

Dear Mr. Kruse,

Please find this letter as a follow-up to our discussion yesterday, January 12, 2017 regarding interest by Copart in locating a facility in one or more parcels of what is collectively known as the “Anderson Trucking” property in Waite Park. The property is located on current Old Highway N. and Bel Clare Drive.

Per our discussion, the proposed use would be in accordance with the Statement of Operations (attached) as previously submitted by Copart staff member John Reed as part of an inquiry into another parcel in Waite Park. The intent of Copart would be to initially utilize a portion of the site with potential future option to expand as operations and needs may dictate.

The proposed use by Copart, Inc. would be for asset liquidation of used undamaged and damaged vehicles, trailers, watercraft, powersports, and industrial/commercial equipment, including storage on-site for periods of 50-60 days average per the submitted statement of operations. Per our discussion, it is my understanding that the proposal would include primarily storage and scheduled viewing/pick-up and drop-off of assets, but no on-site sales.

As discussions indicated, Copart proposes to use a solid white fencing of eight-foot height to screen areas as may be agreed upon by myself and Copart staff. Copart has agreed to enter into an agreement with the City of Waite Park to delay provision of fencing until weather conditions allow. In general, the design of fence screening and overall operation of the property would be equivalent to the existing Copart location in Avon, MN.

It is my determination that with provision of property fencing/screening from adjacent properties (barring existing industrial areas to the west/northwest) and roadways as required under our zoning ordinance for outdoor storage, and without any stacking of assets beyond what is afforded by fencing/screening, I would consider the proposal to be a permitted use within our I-1, Light Industrial District.



No zoning applications or public hearings would be associated with the request. As the use of the property may expand, Copart has agreed to accommodate need for additional screening from adjacent properties as may be determined by City staff. Parking/driving areas for employee or visitor use and driveway accesses may require eventual hardsurfacing with concrete or asphalt as expansion occurs as well. I will coordinate with Copart staff in reviewing future plans to determine need for paving.

Thank you for coordinating with me as part of your consideration of this property. I look forward to working with you as you further evaluate this property for your needs and in coordinating with Copart staff in ensuring that the operation meets both City standards and the operational needs of Copart.

Please feel free to contact me with any questions you may have, or if I can be of further assistance, at (320) 252-6822, or [jon.noerenberg@ci.waitepark.mn.us](mailto:jon.noerenberg@ci.waitepark.mn.us).

Sincerely,

Jon Noerenberg  
Planning & Community Development Director



February 9, 2017

Richard Kruse – Vice President of Operations  
Copart  
615 So. 51<sup>st</sup> Avenue  
Phoenix, AZ 85043

Re: Updated Property Statement – Anderson Trucking Parcels, Old Highway N. & Bel Clare Drive, Waite Park

Dear Mr. Kruse,

Please find this letter as a follow-up to previous discussion and letter dated January 13<sup>th</sup>, 2017, regarding interest by Copart in locating a facility in one or more parcels of what is collectively known as the “Anderson Trucking” property in Waite Park. The property is located on current Old Highway N. and Bel Clare Drive.

After further review, consideration, and evaluation of the property, I must inform you that it is my updated determination that the proposed use as outlined by Copart’s submitted “Statement of Operations” constitutes an “Auto Reduction Yard” as defined by Waite Park City Ordinance. My previous determination was that the use was classified as “Outdoor Storage”. While outdoor storage is a permitted use within the applicable I-1, Light Industrial District, “Auto Reduction Yard” is not listed as either a permitted or conditional use, and is subsequently prohibited. “Auto Reduction Yard” is defined as below.

*“Automobile Reduction Yard. Shall mean a lot or yard where one or more unlicensed motor vehicles, or the remains thereof, are kept for the purpose of dismantling, wrecking, crushing, sale of parts, sale of scrap, storage or abandonment.”*

Waite Park does not have any districts where Auto Reduction Yards are allowed as either permitted or conditional uses. As such, the use of the property by Copart must cease. Our staff will not issue any building permits or any other authorizations for continued use of the property.

I have been made aware that Copart has already actively been storing vehicles and equipment upon the property. As you may recall, while I agreed to delay provision of required screening upon an approved screening plan, I noted previously that commencement of operations upon the site was not to occur until the approved screening plan was in place, which has not been done.



As Copart has already relocated some vehicles and equipment to the site, I am amenable to leaving those vehicles and equipment in place until they may be sold and removed, provided they are removed by May 1, 2017. No additional vehicles or equipment may be brought to the site effective Thursday, February 9, 2017. City staff will monitor the site to ensure no additional vehicles or equipment are being brought in.

Please feel free to contact me with any questions you may have at (320) 656-8936, or [jon.noerenberg@ci.waitepark.mn.us](mailto:jon.noerenberg@ci.waitepark.mn.us). I am hopeful that Copart is able to find alternative locations that are suitable for their needs in central Minnesota.

Sincerely,

Jon Noerenberg  
Planning & Community Development Director



March 1, 2017

Michael W. Carson – Vice President of Land and Facilities  
Copart  
14185 Dallas Parkway  
Dallas, TX 75254

Re: Determination of Proposal for Use – Copart – Anderson Trucking Parcels, Old Highway N. & Bel Clare Drive, Waite Park

Dear Mr. Carson,

Please find this letter as a follow-up to previous discussion and letters dated January 13<sup>th</sup>, 2017 and February 9, 2017, regarding proposed use by Copart in one or more parcels of what is collectively known as the “Anderson Trucking” property in Waite Park. The property is located on current Old Highway N. and Bel Clare Drive.

City staff and the mayor met and discussed the topic with Copart representatives on February 17<sup>th</sup>, 2017 and toured the Copart facility located in Avon, MN with Copart representatives on February 28, 2017. As previously outlined at the February 17<sup>th</sup> meeting, City staff has discussed and considered the proposal to allow the Copart use to continue at the Anderson Trucking site at length and this letter represents the determination of City staff regarding the issue.

After review and consideration, it is staff’s determination that the Copart operation, regardless of licensing of vehicles, does constitute an “Auto Reduction Yard” as defined by Waite Park ordinance:

*“Automobile Reduction Yard. Shall mean a lot or yard where one or more unlicensed motor vehicles, or the remains thereof, are kept for the purpose of dismantling, wrecking, crushing, sale of parts, sale of scrap, storage or abandonment.”*

As outlined in the previous February 9th, 2017 letter, Waite Park does not have any districts where Auto Reduction Yards are allowed as either permitted or conditional uses.

Additionally, review and discussion also determined that the proposed Copart use would be in violation of Ordinance 61, Section 61.13, “Storing or Parking of Junked Vehicle”, which states the following:



***“Storing or Parking of Junked Vehicle.*** *No person shall park, store, or leave any junked vehicle, whether attended or unattended, upon any public or private property within the City. No person, as an owner of or an occupant having control of private property within the City, shall permit the parking, storing, or leaving any junked vehicle upon private property, unless the junked vehicle is stored within a building. For purposes of this Ordinance, a junked vehicle shall constitute any vehicle, as defined in this section, which has unlawfully affixed or attached to it an expired State registration or license plate or plates, or the condition of which is wrecked, dismantled, partially dismantled, inoperative, abandoned, or discarded. The presence of a junked vehicle within the City upon private or public property as described by this Ordinance is declared to be a hazard to the public health and safety, and a public nuisance that the City may abate as a nuisance.”*

Such an establishment would also be prohibited by this ordinance relating to storing or parking of junked vehicles. As outlined by Ordinance Section 52.4, “Application and Interpretation” of the Waite Park Zoning Ordinance:

***“Subd. 2. Higher Standards Prevail.*** *Where the conditions imposed by any provision of this Ordinance are either more or less restrictive than comparable conditions imposed by any law, ordinance, statute, resolution, or regulation of any kind, the regulations which are more restrictive or which impose higher standards or requirements shall prevail.”*

While the City and Copart have disagreed over the classification of the proposal with regards to the definition of “Auto Reduction Yard” as defined by City Ordinance, as the ordinance relating to storing or parking of junked vehicles as above would also apply to the Copart operation, as the more restrictive of the two applicable ordinance sections it is the one which would prevail and prohibit any use of the property by Copart. Additionally, as sales of motor vehicles are not listed as either a permitted or conditional use in the established I-1, Light Industrial District in which the Anderson Trucking property is located in, the sale of vehicles is also considered prohibited, regardless of licensing status, status as either new or used, level of damage or lack thereof.

Additionally, as you may recall, while upon previous initial approval of the proposal City staff agreed to delay provision of required screening upon an approved screening plan, it was noted that commencement of operations upon the site was not to occur until the approved screening plan was in place, which was not done.



With the above-discussed considerations, it is City staff's determination that the proposal by Copart to utilize the Anderson Trucking property is not allowable as it would not comply with several sections of City ordinances, and arrangements will need to be made to vacate the property.

Due to the nature of these issues and the different City ordinance sections they are categorized in, there are several methods by which enforcement of the requirement to vacate the property could be undertaken, including the following:

- Through a review of the City Council, acting as the Hearing Officer as outlined by Ordinance 14 – Penalties and Fees.
- Through a review by the City Council acting as the Board of Appeals for interpretation by the Zoning Administrator, as outlined by Ordinance 52, Section 53 – Zoning – Board of Adjustment and Appeals.
- The zoning violation enforcement process outlined by Ordinance 52, Section 55 – Zoning – Enforcement and Penalty.
- The nuisance abatement process outlined in Ordinance 90 – General Public Nuisances.

All of the above-referenced procedures would ultimately result in the opportunity for review by the City Council. In this instance I am following the nuisance abatement process as established by Ordinance 90, as the storing of junk vehicles, as outlined earlier, has been determined to be the prevailing higher standard.

This letter shall serve as formal notice of that the property is currently in violation of Ordinance 61, Section 61.13, "Storing or Parking of Junked Vehicle" and that the continued utilization of the property is considered a nuisance per Ordinance 90.

Per the previous letter, the deadline for removal of all vehicles from the Anderson Trucking property was set as May 1, 2017. However, under Ordinance 90, the opportunity to appear before the City Council cannot be made available until after the time period given for correction has passed. In order to facilitate anticipated request for review by the City Council in a timely manner, I am setting the deadline for correction as March 6<sup>th</sup>, 2017, the 5 day minimum allowed by Ordinance 90. If vehicles are not removed from the site by that time, Copart will be given the opportunity to appear before the City Council as part of the abatement process at a regularly-scheduled City Council meeting. Please note that I am not expecting the vehicles to be removed by March 6<sup>th</sup>; rather this is simply the requirement of the ordinance that a deadline for correction must be passed before Copart can address the City Council regarding the issue.



Please feel free to contact me with any questions you may have at (320) 656-8936, or [jon.noerenberg@ci.waitepark.mn.us](mailto:jon.noerenberg@ci.waitepark.mn.us). Our staff is appreciative of the cooperation of and communication with Copart representatives and we remain hopeful that they will locate an alternative site that is suitable for their needs in central Minnesota.

Sincerely,

Jon Noerenberg  
Planning & Community Development Director



7760 France Avenue South T 952.885.5999  
Suite 700 F 952.885.5969  
Minneapolis, MN 55435-5844 www.MMBLawFirm.com

Matthew S. Duffy  
mduffy@mmlawfirm.com  
Direct 952.885.1290

March 7, 2017

**VIA EMAIL AND U.S. MAIL**

Mr. Jon Noerenberg  
Planning and Community Development Director  
City of Waite Park  
19 13th Avenue North  
P.O. Box 339  
Waite Park, MN 56387

Re: Copart, Inc. Determination for Anderson Trucking Service, Inc. Parcels, Old Highway N  
& Bel Clare Drive, Waite Park  
Our File No.: 16312.001

Dear Mr. Noerenberg:

As you know, we represent Copart, Inc. ("Copart") in the above-referenced matter. Please accept this letter and supporting materials as Copart's appeal of the City of Waite Park's subsequent determination letters, dated February 9, 2017, and March 1, 2017, respectively. This appeal involves property that has been described as the Anderson Trucking parcels with a physical address of 8105 Old Highway Rd. N., Waite Park, MN 56301, and a legal description attached hereto as **Exhibit A** (the "Property").

**Background Facts**

Copart is a Texas-based company providing valuable services to insurance companies, licensed automobile dealers, financial institutions, charities, municipalities, and fleet operators ("Sellers"). Copart receives and secures these vehicles for its Sellers and then processes titles for these vehicles to enable the Sellers to resell these vehicles through an online auction site. Oftentimes these vehicles have been involved in collisions or have been damaged in some fashion (i.e. hail storms, floods, etc.) and need to be secured so that no further damage occurs to the vehicles while the insurance companies process insurance claims for their policyholders. Providing secured facilities in centralized locations is paramount to Copart's ability to provide this cost-effective service to the community. That is why City of Waite Park was identified by Copart as a logical extension to its network.

Prior to entering a lease for the Property, Copart and Anderson representatives met with you to discuss Copart's proposed use of the Property. At this meeting, the City was presented with Copart's Statement of Operations, which outlines precisely Copart's business including shipping, receiving and securing "Assets" for its Sellers. See Copart Statement of Operations attached hereto as **Exhibit B**. Copart further explained in detail its business and the City

confirmed and acknowledged its understanding of Copart's business and proposed use for the Property in the City's initial determination letter, dated January 13, 2017, stating in relevant part:

The proposed use by Copart, Inc. would be asset liquidation of used undamaged and damaged vehicles, trailers, watercraft, powersports, and industrial/commercial equipment, including storage onsite for periods of 50-60 days average per the submitted statement of operations. Per our discussion, it is my understanding that the proposal would include primarily storage and scheduled viewing/pick up and drop-off of assets, but no on-site sales.

See Determination Letter, dated January 13, 2017, attached hereto as **Exhibit C** ("Initial Determination Letter") (emphasis added). In fact, the City expressly understood that the proposed use would be "equivalent" to Copart's operation in Avon, Minnesota. See **Exhibit D** a copy of the Site Plan for the Waite Park facility. The City also acknowledged that Copart would install an eight-foot tall fence to screen the operation once weather conditions permitted. See **Exhibit C**; see also **Exhibit E** photographs of the security and screening fence used at other Copart facilities. The City then concluded that it "would consider the proposal to be a permitted use within our I-1, Light Industrial District" and "[n]o zoning applications or public hearings would be associated with this request." *Id.* (emphasis added).

In reliance on this letter, Copart entered into a Lease with Anderson, dated January 17, 2017, to lease the Property for \$18,207 per month. Also, in reliance on this letter, Copart modified its Minnesota and regional operations to incorporate this new facility into its network, including notifying its vast network of Sellers. In total, Copart has incurred and/or invested in excess of \$150,000 in reliance on the City's Initial Determination Letter.

As you know, the City is in a unique position to communicate clearly and effectively its zoning ordinance requirements to its constituents and parties interested in locating businesses within the City. This responsibility is even more important when those parties actually meet with the City to discuss its business and seek the City's opinion on the proposed use and interpretation of the City's zoning ordinance prior to incurring any unique costs and expenses. Additionally, the City has a duty to not mislead or erroneously direct parties such as Copart. Here, based upon the City's subsequent notices of violations of the City ordinances, at best, the City was negligent in its interpretation of its Zoning Ordinance and conclusions reached in its Initial Determination Letter. At worst, the City engaged in wrongful misconduct by misleading and misrepresenting to Copart that its use is "permitted use within our I-1 Light Industrial District" requiring no further zoning applications or public hearings.

#### **Copart Disagrees with the City's Subsequent Letters Regarding the Proposed Use**

Copart respectfully disagrees with the City's subsequent classification that its use is an "Automobile Reduction Yard." See City's February 9, 2017 "Updated Property Statement" letter attached hereto as **Exhibit F** ("Feb. 9 Letter"). Notably, this classification was made approximately one month following the City's Initial Determination Letter and subsequent to Copart entering the Lease with Anderson and investing significant resources into the Waite Park facility.

In the Feb. 9 Letter, the City stated that it reclassified Copart's use of the Property as an "Automobile Reduction Yard" which the City defines as "a lot or yard where one or more unlicensed motor vehicles, or the remains thereof, are kept for the purpose of dismantling, wrecking, crushing, sale of parts, sale of scrap, storage or abandonment." Importantly, the vast majority of the vehicles brought to Copart facilities to hold for registration title processing and off-site sale are *licensed* vehicles with current registrations. Further, the vehicles brought to Copart facilities are liquidated intact in an "as is" condition, with no dismantling, draining of fluids, crushing, or sale of parts. See Copart Statement of Operations attached hereto as **Exhibit B**.

The City's ordinance does not define the term "Reduction." See City's Zoning Ord. 52, Section 52.7-2. Under Minnesota law, when determining whether a city's interpretation of its ordinance is correct, courts generally construe the term in accordance with its plain and ordinary meaning. See *Frank's Nursery Sales, Inc. v. City of Roseville*, 295 N.W.2d 604, 608 (Minn, 1980). The word "reduction" is defined as "the act of reducing" or "the state of being reduced." See [www.dictionary.com/browse/reduction?s=t](http://www.dictionary.com/browse/reduction?s=t). As indicated above and more aptly described in the Statement of Operations, Copart does not engage in the "reduction" of any vehicles in its care. In fact, Copart must secure the vehicles in its yards to ensure that the vehicles remain fully intact.

Following up on its Feb. 9 Letter, City Staff issued another letter attempting to further clarify prior interpretations of the City's Zoning Ordinance. See March 1, 2017 "Determination of Proposal for Use" attached hereto as **Exhibit G** ("March 1 Letter"). In this letter, City Staff reiterates that Copart's use is an "Automobile Reduction Yard" and then states that it arrived at this conclusion by stating that "regardless of licensing of vehicles" Copart's use "does constitute an 'Auto Reduction Yard' as defined by [City] ordinance..." See March 1 Letter. That determination is contrary to Minnesota law. The Zoning Ordinance's definition specifically states that in order to constitute an "Automobile Reduction Yard" the vehicles must be unlicensed. See Zoning Ord. 52, Section 52.7-2. Further, because zoning ordinances restrict uses on private property, Minnesota law requires that the ordinances are to be construed strictly against the city. See *Franks*, 295 N.W.2d at 608-09. Therefore, in order to be an "Automobile Reduction Yard" the vehicles onsite must be "unlicensed" and the facility must engage in the activities identified in the ordinance. If the City meant this prohibition to apply to "licensed" vehicles, it certainly could have written its ordinance that way. Presumably then, however, the ordinance would prohibit automobile dealerships, which is why the term "unlicensed" is important and cannot be ignored in the manner suggested in the March 1 Letter.

Next, the City claims that Copart's use violates Ordinance 61, Section 61.13:

**Storing or Parking of Junked Vehicle.** *No person shall park, store, or leave any junked vehicle whether attended or unattended, upon any public or private property within the City. No person as an owner of or an occupant having control of private property within the City, shall permit the parking, storing, or leaving any junked vehicle upon private property, unless the junked vehicle is stored within a building. For purposes of this ordinance, a junked vehicle shall constitute any vehicle, as defined in this section, which has unlawfully affixed or attached to it an expired State registration or license plate or plates, or the condition of which is wrecked, dismantled, partially dismantled, inoperative, abandoned, or discarded.*

*The presence of a junked vehicle within the City upon private or public property as described by this Ordinance is declared to be a hazard to the public health and safety, and a public nuisance that the City may abate as a nuisance.*

(emphasis added.) Under Minnesota statute, the state defines "Junk Vehicle" as a vehicle that: "(1) is three years old or older; (2) is extensively damaged, with the damage including such things as broken or missing wheels, motor, drive, or transmission; (3) is apparently inoperable; (4) does not have a valid, current registration plate; **and** (5) has an approximate fair market value equal only to the approximate value of the scrap in it." Minn. Stat. section 168B.011, Subd. 3 (emphasis added). None of the vehicles handled by Copart are "Junk Vehicles." The vehicles brought to Copart have value to the Sellers that is precisely why Copart is securing and handling these vehicles. Additionally, a vast majority of the vehicles have titles and are being administratively processed for eventual sale through its online auction site.

Finally, the City insists that installation of the 8-foot security fence was a condition precedent to operating the facility. In relevant part, the Initial Determination Letter states "Copart has agreed to enter into an agreement with the City of Waite Park to delay the provision of fencing until weather conditions allow." See **Exhibit C** (emphasis added). Nowhere in this letter does the City state that "commencement of operations on the site was not to occur until the approved screening plan was in place...." See *id.*; but see **Exhibit G**.

#### **Copart's Use does not Constitute a Nuisance.**

Copart's use of the Property does not involve "Junk Vehicle[s]" and certainly does not endanger the "public health and safety." Therefore it cannot constitute a nuisance. Once weather permits, the Property would be secured by an eight-foot tall screening and security fence. It is imperative that Copart secure its facility to prevent any damage from occurring to the Assets. The site is also secured by access restrictions, so that no unauthorized personnel are allowed onto the site. Further, because these vehicles are liquidated intact and no processing occurs, including the draining of fluids, Copart's use poses little or no risk to the general public and certainly no more than any of the other uses within the I-1 Light Industrial district.

It is important to note that within the I-1 Light Industrial district, automobile body repair shops are permitted uses. The activities associated with this use almost certainly entail draining of fluids, dismantling and repair of damaged vehicles. Additionally, paints and solvents will also almost certainly be used on site. These activities require the operator to apply for and receive a small generator hazardous waste permits in order to operate.

Mr. Jon Noerenberg  
March 7, 2017  
Page 5

**Copart seeks Review of the City Staff's Zoning Determinations**

Copart seeks review of the City Staff's Zoning Determinations under the procedures outlined in the City's March 1, 2017 letter, including:

- Ordinance Section 52.53, subd. 2(A)(1); and
- Ordinance 90.

Please let me know when the hearing will be scheduled on this matter.

Very truly yours,

**MONROE MOXNESS BERG PA**



Matthew S. Duffy  
Attorney at Law

MSD/lar  
Enclosures

cc: Client (via email only);  
Gerald S. Duffy, Esq. (via email only); and  
Aaron R. Hartman, Esq. (via email only).

## Copart Statement of Operations

Copart, Inc., (“**Copart**”), and its subsidiaries, provide cutting edge asset liquidation services (“**Copart Asset Services**”) to institutional, commercial, and private owners (collectively “**Sellers**”) of used undamaged or damaged vehicles, trailers, watercraft, and powersports, industrial and construction equipment (collectively, “**Assets**”). Most Sellers are insurance companies, licensed dealers, financial institutions, charities, municipalities, and fleet operators. Copart Asset Services include short-term storage and online auction and sale of Assets, and ancillary receiving, shipping, lien auction and administrative activities. All Assets are liquidated intact, meaning no dismantling, draining of fluids, crushing, or sale of parts occurs at a Copart facility (“**Facility**”).

A typical Facility will consist of an office building, customer parking, a shipping and receiving area, and a short-term storage area for Assets. After being received at a Facility, Assets are inspected, photographed, catalogued, and placed in ground-level short-term storage designed for quick retrieval. Assets are never stacked, and remain in short-term storage for an average of only 50 to 60 days.

After being placed in short-term storage, Assets are listed for sale through Copart’s proprietary online auction website and mobile apps for purchase only by Copart registered members (collectively, “**Members**”). Members are primarily licensed dealers, dismantlers, rebuilders, and exporters, and in some cases are end users. All bids are submitted and accepted electronically, without the use of a live auctioneer. Members are provided the opportunity to inspect Assets at a Facility, although most Asset inspections are limited to viewing images and information made available online. Members may electronically submit preliminary bids from (a) anywhere in the world via a personal computer or mobile device with internet access (each, a “**Remote Online Device**”), or (b) a limited number of computer kiosks located at the Facility. The high preliminary bid is carried over to the online virtual sale, during which Members may submit bids electronically only from a Remote Online Device.

Assets are sold to the Member with the highest bid (“**Buyer**”), who then arranges for pickup and transportation of their Assets from a Facility. Payment for sold Assets may be made electronically, via wire-transfer, or in person at a Facility. Titles to sold Assets are either picked up by the Buyer along with the sold Assets, or mailed by Copart to the Buyer.

N  
i



**COPART**

1-800-294-2279

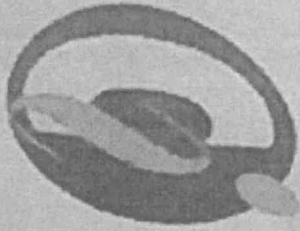
705 Cherry Ave. SW     Avon, MA 01915

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# COPART

salvage auto auctions

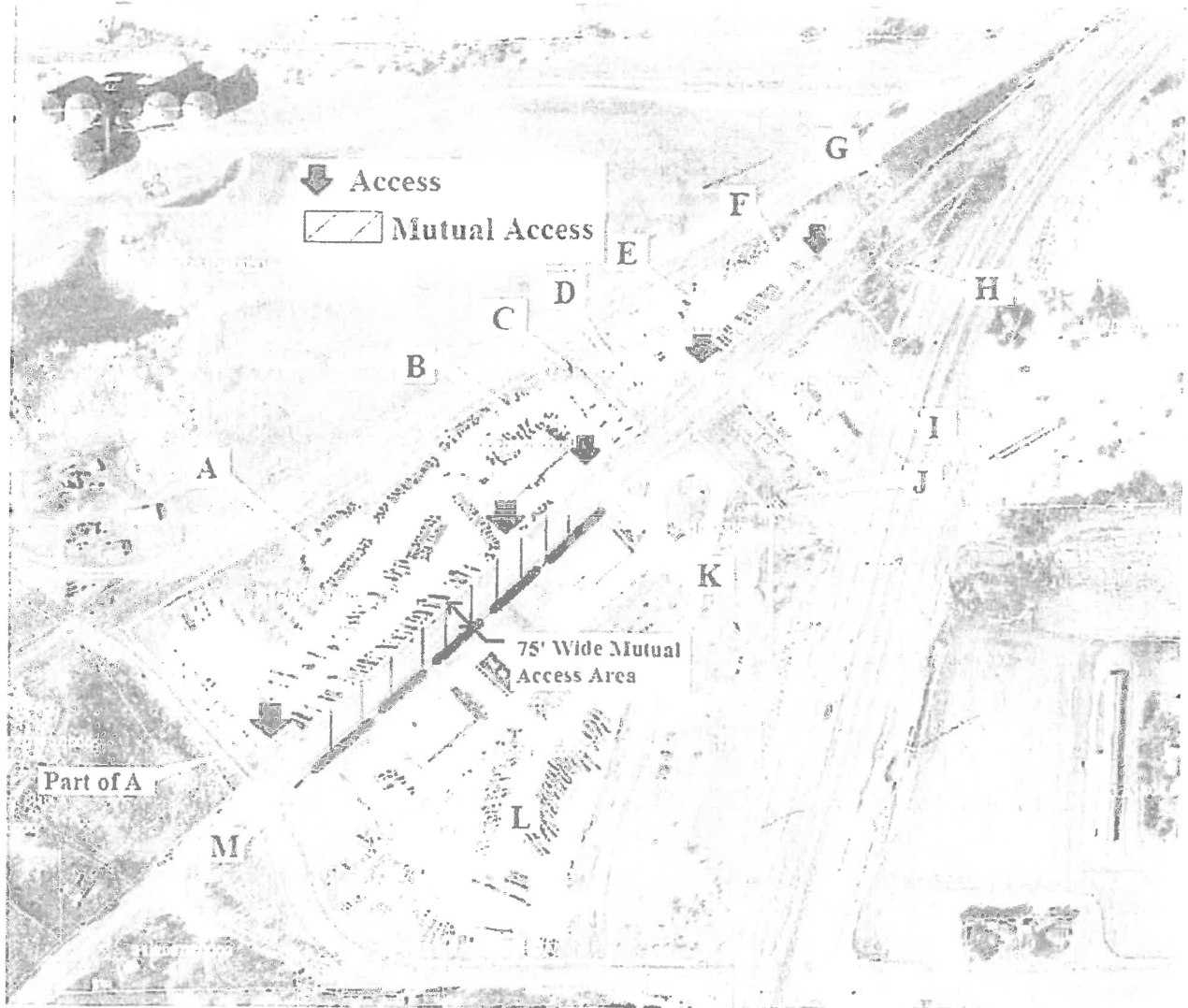
(320) 356-2299

200 County Road 159

Avon, MN 56310

**EXHIBIT A**  
**Premises Description**

Legal Description(s): Location: See Respective Stearns County, MN Parcel Numbers and References A-M Below  
Tax Parcel Number(s): Stearns County Minnesota Parcel Number(s) See Below in Chart (Exhibit A Continued)  
Address: See Below in Chart (Exhibit A Continued)  
Excluded Areas: None  
Depiction below and as contained within Exhibit A - Continued:



Copart  
**EXHIBIT A**

*Handwritten mark*

EXHIBIT A - Continued Following Page

EXHIBIT A - Continued  
Premises Description

Exhibit A Premises Parcel Reference	County Tax Parcel No. (1/1/17) (Prior to Waite Park Annexation)	County Tax Parcel No. (1/17/17)	County Tax Parcel Acreage	County Tax Parcel Address (1/1/17)	County Tax Parcel Legal Description (1/1/17)	County Tax Parcel Ownership
A	SL 22582 0005	SL 61601 0144	11.18	None	23-24-25-26-27-28 11.18A P/O SEC 23-24-25 & 28, SEG ON S R/W RR - 492.15' SW OF NE CORNER SEC. 25 - NELY 1009.71' - S41D E192.57' - S41D E195.13' TO N R/W OLD HWY 23 - SW ON R/W 1050' N/O/L - NLY TO POINT OF BEG LESS P/O NEAR 4 CORN MOST SLY COR OUTLOT B DELAND ACRES-NEED W ALG MOST WLY UN OUTLOT B 189.25'-NWD E ALG OUTLOT G 281.49'-N40 W ALG OUTLOT B 437.25' TO SELY RR ROW-457D E ALG RR ROW 100.05' TO POS-642D E 381.25' TO NWLY ROW OLD HWY 23-N40D E ALG ROW 20'-N42D W 381.85' TO SELY RR ROW-457D W ALG SELY ROW 29.22' TO POS SEC 25	ANDERSON TRUCKING SERVICE INC., PO BOX 1377, ST CLOUD, MN 56302-1377
B	SL 22582 0005	SL 61601 0142	1.29	8105 OLD HIGHWAY RD N	2.18A 29' SECTIONS 24 & 25, SEG ON S R/W RR N35D E417.15' FROM W LINE SEC. 24 - CONT. ON R/W 396.25' - S41D E117.10' TO N R/W OLD HWY 23 - SW ON R/W 413.24' - N45D W193.17' - N35D W193.57' TO POS	ANDERSON TRUCKING SERVICE INC., PO BOX 1377, ST CLOUD, MN 56302-1377
C	SL 22582 0000	SL 61601 0193	Not Available	None	SubDivisionName DELAND ACRES Lot 605 Block 001 SubDivisionCd 81005	ANDERSON TRUCKING SERVICE INC., PO BOX 1377, ST CLOUD, MN 56302-1377
D	SL 22582 0000	SL 61601 0197	Not Available	None	SubDivisionName DELAND ACRES Lot 103 Block 001 SubDivisionCd 81008	ANDERSON TRUCKING SERVICE INC., PO BOX 1377, ST CLOUD, MN 56302-1377
E	SL 22582 0000	SL 61601 0198	Not Available	None	LOTS 2 - 3 AND 4 BLK 1	ANDERSON TRUCKING SERVICE INC., PO BOX 1377, ST CLOUD, MN 56302-1377
F	SL 22582 0000	SL 61601 0199	Not Available	None	SubDivisionName DELAND ACRES Lot 021 Block 001 SubDivisionCd 81005	ANDERSON TRUCKING SERVICE INC., PO BOX 1377, ST CLOUD, MN 56302-1377
G	SL 22582 0000	SL 61601 0199	Not Available	None	OUTLOT "A"	ANDERSON TRUCKING SERVICE INC., PO BOX 1377, ST CLOUD, MN 56302-1377
H	SL 22582 0000	SL 61601 0197	Not Available	8002 OLD HIGHWAY RD N	SubDivisionName A T S INDUSTRIAL PARK Lot 601 Block 001 SubDivisionCd 81001	ANDERSON TRUCKING SERVICE INC., PO BOX 1377, ST CLOUD, MN 56302-1377
I	SL 22582 0002	SL 61601 0199	Not Available	8046 OLD HIGHWAY RD N	SubDivisionName A T S INDUSTRIAL PARK Lot 602 Block 001 SubDivisionCd 81001	ANDERSON TRUCKING SERVICE INC., PO BOX 1377, ST CLOUD, MN 56302-1377
J	SL 22582 0004	SL 61601 0199	Not Available	8092 OLD HIGHWAY RD N	SubDivisionName A T S INDUSTRIAL PARK Lot 603 Block 001 SubDivisionCd 81001	ANDERSON TRUCKING SERVICE INC., PO BOX 1377, ST CLOUD, MN 56302-1377
K	SL 22582 0006	SL 61601 0199	Not Available	8114 OLD HIGHWAY RD N	SubDivisionName A T S INDUSTRIAL PARK Lot 604 Block 001 SubDivisionCd 81001	ANDERSON TRUCKING SERVICE INC., PO BOX 1377, ST CLOUD, MN 56302-1377
L	SL 22571 0000	SL 61601 0152	21.82	None	25-26-27-28 21.82A P/O NW 4/4 LYING SE OF HWY 23 & N OF TWP ROAD LESS 2.53A FOR HWY LESS 2.94 ACRES PLATTED ALSO FR'L 1.81 ACRES OF NE 1/4 LYING WLY OF T-24 IN SEC 25 LESS P/O NW 1/4 COM NW COR-GE ALG W LN 281.22' TO POS-CONT BE 482.15' TO SW COR-N35D E ALG S LN 962' TO STATE HWY ROW PLAT 73-17-N14D E ALG ROW 85.25'-N35D E ALG ROW 100'-N35D E ALG ROW 41.60'-S25D W 724.48'-NW 2.56'-NWLY 444.48' ALG CURVE-N35D W 22.75'-NWLY 119.85' ALG CURVE TO POS	ANDERSON TRUCKING SERVICE INC., PO BOX 1377, ST CLOUD, MN 56302-1377
M	SL 22582 0052	SL 61601 0193	0.65	None	Lot OUTLOT B SubDivisionCd 81089 SubDivisionName ADM GRAB	ANDERSON TRUCKING SERVICE INC., PO BOX 1377, ST CLOUD, MN 56302-1377

Note: All Parcel subject to Waite Park, Stearns County, Minnesota Annexation Reversion; Parcel ID Numbers and Addresses anticipated to change.

Copart Statement of Operations  
Storage Site

Copart, Inc., (“**Copart**”), and its subsidiaries, provide cutting edge asset liquidation services (“**Copart Asset Services**”) to institutional, commercial, and private owners (collectively “**Sellers**”) of used undamaged or damaged vehicles, trailers, watercraft, and powersports, industrial and construction equipment (collectively, “**Assets**”). Most Sellers are insurance companies, licensed dealers, financial institutions, charities, municipalities, and fleet operators. Copart Asset Services include short-term storage and sale of Assets, and ancillary receiving, shipping, lien sale and administrative activities. All Assets are liquidated intact, meaning no dismantling, draining of fluids, crushing, or sale of parts occurs at a Copart storage site (“**Storage Site**”).

A typical Storage Site will consist of a shipping and receiving area and a short-term storage area for Assets. After being received at a Storage Site, Assets are inspected, photographed, catalogued, and placed in ground-level short-term storage designed for quick retrieval. Assets are never stacked, and remain in short-term storage for an average of only 50 to 60 days.

After being placed in short-term storage, Assets are listed for sale through Copart’s proprietary online auction-style website and mobile apps for purchase only by Copart registered members (collectively, “**Members**”). Members are primarily licensed dealers, dismantlers, rebuilders, and exporters, and in some cases are end users. All offers are submitted and accepted electronically, without the use of a live auctioneer. Members are provided the opportunity to inspect Assets at the Storage Site or full service Copart facility where the Assets are located, although most Asset inspections are limited to viewing images and information made available online. Members may electronically submit preliminary offers from (a) anywhere in the world via a personal computer or mobile device with internet access (each, a “**Remote Online Device**”), or (b) a limited number of computer kiosks located at a full service Copart facility (not a Storage Site). The high preliminary offer is carried over to the online virtual sale, during which Members may submit offers electronically only from a Remote Online Device.

Assets are sold to the Member with the highest offer (“**Buyer**”), who then arranges for pickup and transportation of their Assets from the Storage Site or full service Copart facility where the Assets are located. Payment for sold Assets may be made electronically, via wire-transfer, or in person at a full service Copart facility (not a Storage Site). Titles to sold Assets are either picked up by the Buyer from a full service Copart facility (not a Storage Site), or mailed by Copart to the Buyer.

4812-1280-2098, v. 2  
Version Date 1/23/17





January 13, 2017

Richard Kruse – Vice President of Operations  
Copart  
615 So. 51<sup>st</sup> Avenue  
Phoenix, AZ 85043

Re: Property Suitability Statement – Anderson Trucking Parcels, Old Highway N. & Bel Clare Drive, Waite Park

Dear Mr. Kruse,

Please find this letter as a follow-up to our discussion yesterday, January 12, 2017 regarding interest by Copart in locating a facility in one or more parcels of what is collectively known as the "Anderson Trucking" property in Waite Park. The property is located on current Old Highway N. and Bel Clare Drive.

Per our discussion, the proposed use would be in accordance with the Statement of Operations (attached) as previously submitted by Copart staff member John Reed as part of an inquiry into another parcel in Waite Park. The intent of Copart would be to initially utilize a portion of the site with potential future option to expand as operations and needs may dictate.

The proposed use by Copart, Inc. would be for asset liquidation of used undamaged and damaged vehicles, trailers, watercraft, powersports, and industrial/commercial equipment, including storage on-site for periods of 50-60 days average per the submitted statement of operations. Per our discussion, it is my understanding that the proposal would include primarily storage and scheduled viewing/pick-up and drop-off of assets, but no on-site sales.

As discussions indicated, Copart proposes to use a solid white fencing of eight-foot height to screen areas as may be agreed upon by myself and Copart staff. Copart has agreed to enter into an agreement with the City of Waite Park to delay provision of fencing until weather conditions allow. In general, the design of fence screening and overall operation of the property would be equivalent to the existing Copart location in Avon, MN.

It is my determination that with provision of property fencing/screening from adjacent properties (barring existing industrial areas to the west/northwest) and roadways as required under our zoning ordinance for outdoor storage, and without any stacking of assets beyond what is afforded by fencing/screening, I would consider the proposal to be a permitted use within our I-1, Light Industrial District.

19 – 13<sup>TH</sup> AVENUE NORTH PO Box 339 WAITE PARK MN 56387-0339  
PHONE: (320)252-6822 FAX: (320)252-6955  
EMAIL: CITY.HALL@CI.WAITEPARK.MN.US WEBSITE: WWW.CI.WAITEPARK.MN.US

Copart  
**EXHIBIT C**



No zoning applications or public hearings would be associated with the request. As the use of the property may expand, Copart has agreed to accommodate need for additional screening from adjacent properties as may be determined by City staff. Parking/driving areas for employee or visitor use and driveway accesses may require eventual hardsurfacing with concrete or asphalt as expansion occurs as well. I will coordinate with Copart staff in reviewing future plans to determine need for paving.

Thank you for coordinating with me as part of your consideration of this property. I look forward to working with you as you further evaluate this property for your needs and in coordinating with Copart staff in ensuring that the operation meets both City standards and the operational needs of Copart.

Please feel free to contact me with any questions you may have, or if I can be of further assistance, at (320) 252-6822, or [jon.noerenberg@ci.waitepark.mn.us](mailto:jon.noerenberg@ci.waitepark.mn.us).

Sincerely,

Jon Noerenberg  
Planning & Community Development Director

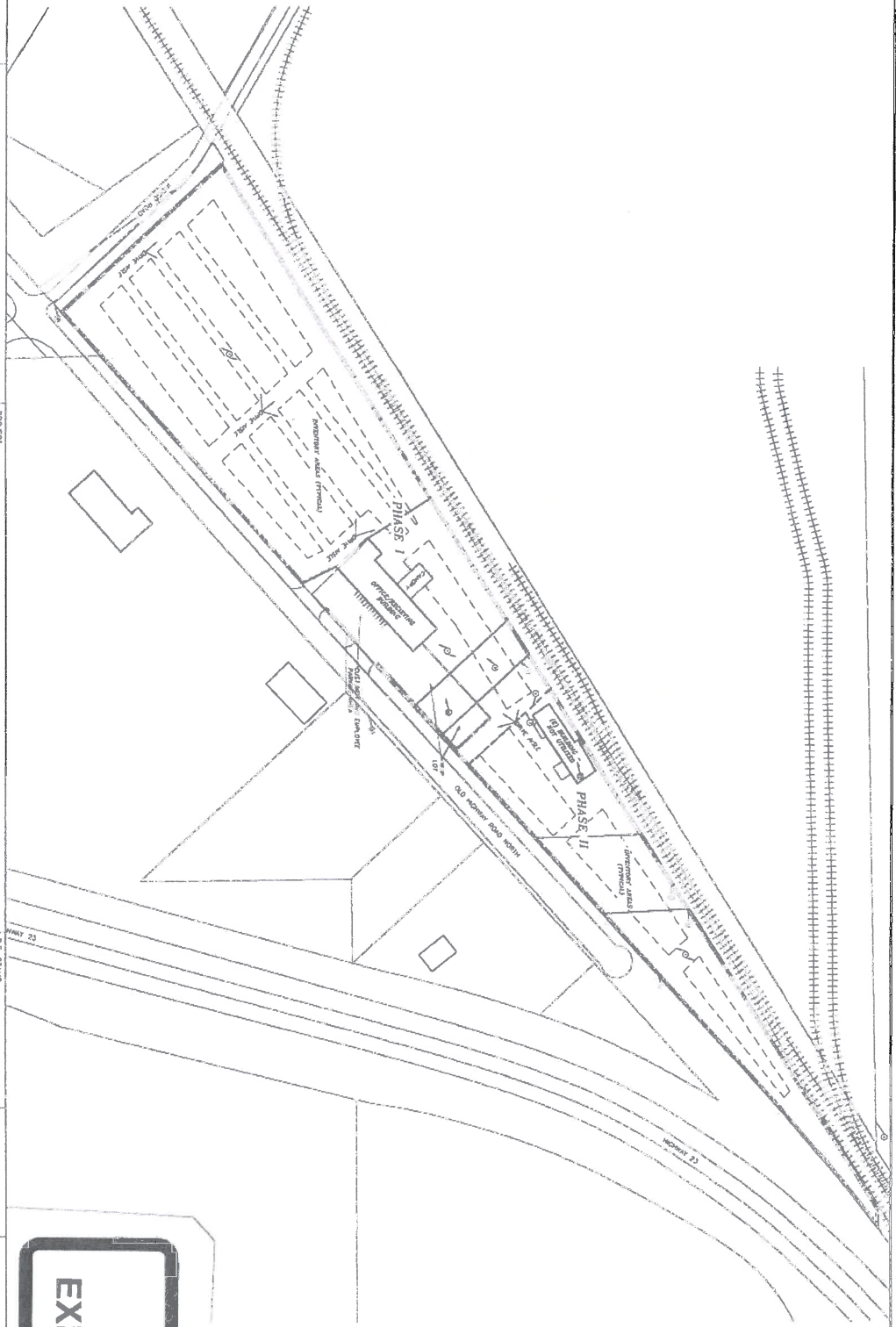
## Copart Statement of Operations

Copart, Inc., (“**Copart**”), and its subsidiaries, provide cutting edge asset liquidation services (“**Copart Asset Services**”) to institutional, commercial, and private owners (collectively “**Sellers**”) of used undamaged or damaged vehicles, trailers, watercraft, and powersports, industrial and construction equipment (collectively, “**Assets**”). Most Sellers are insurance companies, licensed dealers, financial institutions, charities, municipalities, and fleet operators. Copart Asset Services include short-term storage and online auction and sale of Assets, and ancillary receiving, shipping, lien auction and administrative activities. All Assets are liquidated intact, meaning no dismantling, draining of fluids, crushing, or sale of parts occurs at a Copart facility (“**Facility**”).

A typical Facility will consist of an office building, customer parking, a shipping and receiving area, and a short-term storage area for Assets. After being received at a Facility, Assets are inspected, photographed, catalogued, and placed in ground-level short-term storage designed for quick retrieval. Assets are never stacked, and remain in short-term storage for an average of only 50 to 60 days.

After being placed in short-term storage, Assets are listed for sale through Copart’s proprietary online auction website and mobile apps for purchase only by Copart registered members (collectively, “**Members**”). Members are primarily licensed dealers, dismantlers, rebuilders, and exporters, and in some cases are end users. All bids are submitted and accepted electronically, without the use of a live auctioneer. Members are provided the opportunity to inspect Assets at a Facility, although most Asset inspections are limited to viewing images and information made available online. Members may electronically submit preliminary bids from (a) anywhere in the world via a personal computer or mobile device with internet access (each, a “**Remote Online Device**”), or (b) a limited number of computer kiosks located at the Facility. The high preliminary bid is carried over to the online virtual sale, during which Members may submit bids electronically only from a Remote Online Device.

Assets are sold to the Member with the highest bid (“**Buyer**”), who then arranges for pickup and transportation of their Assets from a Facility. Payment for sold Assets may be made electronically, via wire-transfer, or in person at a Facility. Titles to sold Assets are either picked up by the Buyer along with the sold Assets, or mailed by Copart to the Buyer.



DATE: 2/28/17  
2/28/17

DESCRIPTION:

<input type="checkbox"/>	Conceptual Site Plan
<input checked="" type="checkbox"/>	Client Comments
<input type="checkbox"/>	
<input type="checkbox"/>	
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**ENERCON**

Emercon Services Inc. - 80 Blue Ravine Road, Suite 280  
Folsom, CA 95630  
(916) 480-0205 FAX (916) 480-0803

**Copart**

CONCEPTUAL SITE PLAN  
COPART INC.  
8105 OLD HIGHWAY ROAD NORTH  
ST. CLOUD, MINNESOTA 56301

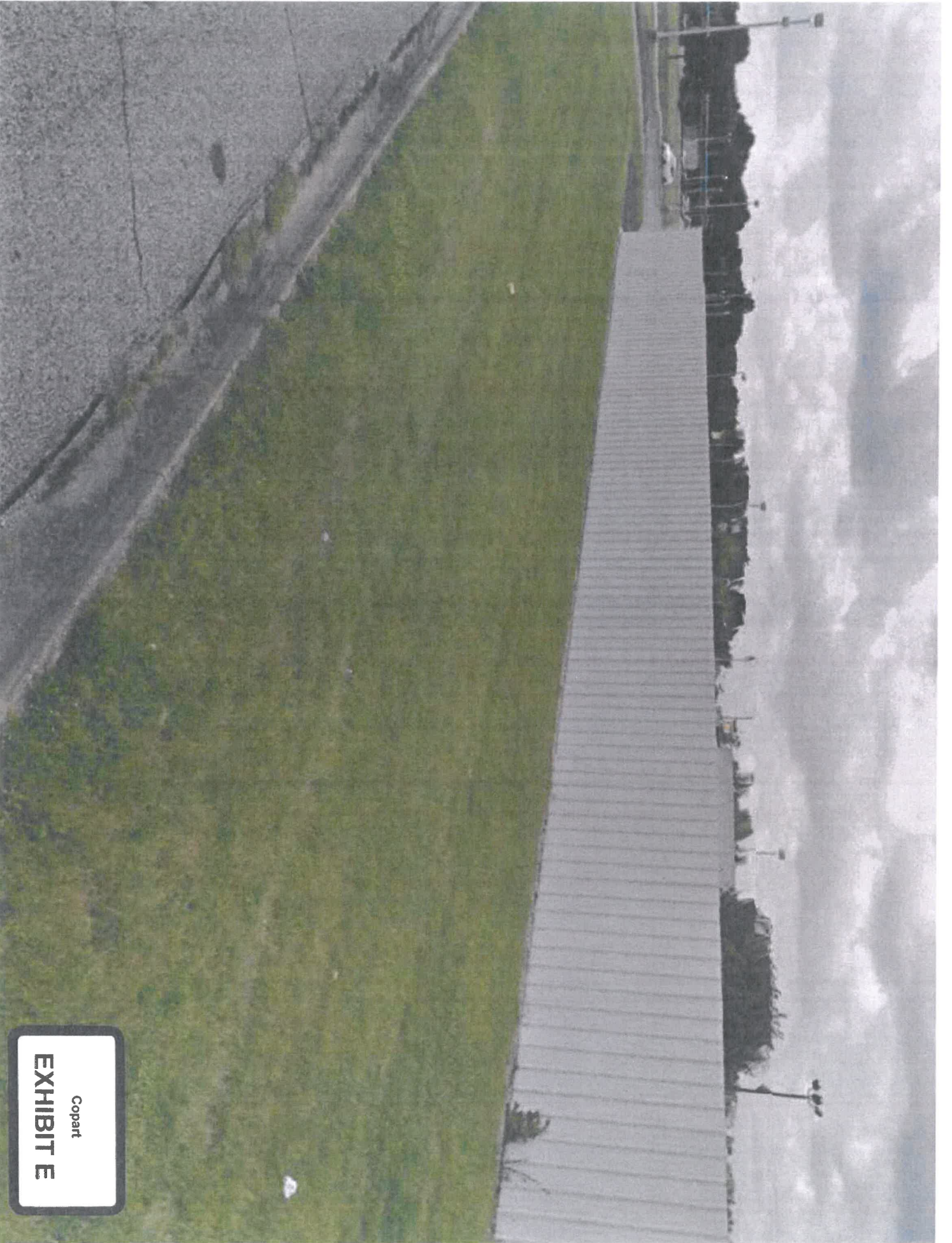
PROJECT: P.C. STAMP

DESIGNER SCOTT COPE	DRAWN BY SCOTT COPE	PROJECT NO. COPART120
CHECKED BY SCOTT COPE	SCALE SEE ABOVE	DRAWING TITLE CONCEPTUAL SITE PLAN COPART INC.
DATE 2/28/2017		DRAWING NO. COPART120-17
		SHEET NO. 1 OF 1



**NOTES:**

1. ALL DIMENSIONS AND LOCATIONS WITH REGARD TO THIS PLAN SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
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9. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.



Copart  
**EXHIBIT E**





February 9, 2017

Richard Kruse – Vice President of Operations  
Copart  
615 So. 51<sup>st</sup> Avenue  
Phoenix, AZ 85043

Re: Updated Property Statement – Anderson Trucking Parcels, Old Highway N. & Bel Clare Drive, Waite Park

Dear Mr. Kruse,

Please find this letter as a follow-up to previous discussion and letter dated January 13<sup>th</sup>, 2017, regarding interest by Copart in locating a facility in one or more parcels of what is collectively known as the “Anderson Trucking” property in Waite Park. The property is located on current Old Highway N. and Bel Clare Drive.

After further review, consideration, and evaluation of the property, I must inform you that it is my updated determination that the proposed use as outlined by Copart’s submitted “Statement of Operations” constitutes an “Auto Reduction Yard” as defined by Waite Park City Ordinance. My previous determination was that the use was classified as “Outdoor Storage”. While outdoor storage is a permitted use within the applicable I-1, Light Industrial District, “Auto Reduction Yard” is not listed as either a permitted or conditional use, and is subsequently prohibited. “Auto Reduction Yard” is defined as below.

*“Automobile Reduction Yard. Shall mean a lot or yard where one or more unlicensed motor vehicles, or the remains thereof, are kept for the purpose of dismantling, wrecking, crushing, sale of parts, sale of scrap, storage or abandonment.”*

Waite Park does not have any districts where Auto Reduction Yards are allowed as either permitted or conditional uses. As such, the use of the property by Copart must cease. Our staff will not issue any building permits or any other authorizations for continued use of the property.

I have been made aware that Copart has already actively been storing vehicles and equipment upon the property. As you may recall, while I agreed to delay provision of required screening upon an approved screening plan, I noted previously that commencement of operations upon the site was not to occur until the approved screening plan was in place, which has not been done.

19 – 13<sup>TH</sup> AVENUE NORTH PO BOX 339 WAITE PARK MN 56387-0339  
PHONE: (320)252-6822 FAX: (320)252-6955  
EMAIL: CITY.HALL@CI.WAITEPARK.MN.US WEBSITE: WWW.CI.WAITEPARK.MN.US





As Copart has already relocated some vehicles and equipment to the site, I am amenable to leaving those vehicles and equipment in place until they may be sold and removed, provided they are removed by May 1, 2017. No additional vehicles or equipment may be brought to the site effective Thursday, February 9, 2017. City staff will monitor the site to ensure no additional vehicles or equipment are being brought in.

Please feel free to contact me with any questions you may have at (320) 656-8936, or [jon.noerenberg@ci.waitepark.mn.us](mailto:jon.noerenberg@ci.waitepark.mn.us). I am hopeful that Copart is able to find alternative locations that are suitable for their needs in central Minnesota.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jon Noerenberg', is written over a light blue horizontal line.

Jon Noerenberg  
Planning & Community Development Director



March 1, 2017

Michael W. Carson – Vice President of Land and Facilities  
Copart  
14185 Dallas Parkway  
Dallas, TX 75254

Re: Determination of Proposal for Use – Copart – Anderson Trucking Parcels, Old Highway N. & Bel Clare Drive, Waite Park

Dear Mr. Carson,

Please find this letter as a follow-up to previous discussion and letters dated January 13<sup>th</sup>, 2017 and February 9, 2017, regarding proposed use by Copart in one or more parcels of what is collectively known as the “Anderson Trucking” property in Waite Park. The property is located on current Old Highway N. and Bel Clare Drive.

City staff and the mayor met and discussed the topic with Copart representatives on February 17<sup>th</sup>, 2017 and toured the Copart facility located in Avon, MN with Copart representatives on February 28, 2017. As previously outlined at the February 17<sup>th</sup> meeting, City staff has discussed and considered the proposal to allow the Copart use to continue at the Anderson Trucking site at length and this letter represents the determination of City staff regarding the issue.

After review and consideration, it is staff’s determination that the Copart operation, regardless of licensing of vehicles, does constitute an “Auto Reduction Yard” as defined by Waite Park ordinance:

*“Automobile Reduction Yard. Shall mean a lot or yard where one or more unlicensed motor vehicles, or the remains thereof, are kept for the purpose of dismantling, wrecking, crushing, sale of parts, sale of scrap, storage or abandonment.”*

As outlined in the previous February 9th, 2017 letter, Waite Park does not have any districts where Auto Reduction Yards are allowed as either permitted or conditional uses.

Additionally, review and discussion also determined that the proposed Copart use would be in violation of Ordinance 61, Section 61.13, “Storing or Parking of Junked Vehicle”, which states the following:

19 – 13<sup>TH</sup> AVENUE NORTH PO Box 339 WAITE PARK MN 56387-0339  
PHONE: (320)252-6822 FAX: (320)252-6955  
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**“Storing or Parking of Junked Vehicle.** *No person shall park, store, or leave any junked vehicle, whether attended or unattended, upon any public or private property within the City. No person, as an owner of or an occupant having control of private property within the City, shall permit the parking, storing, or leaving any junked vehicle upon private property, unless the junked vehicle is stored within a building. For purposes of this Ordinance, a junked vehicle shall constitute any vehicle, as defined in this section, which has unlawfully affixed or attached to it an expired State registration or license plate or plates, or the condition of which is wrecked, dismantled, partially dismantled, inoperative, abandoned, or discarded. The presence of a junked vehicle within the City upon private or public property as described by this Ordinance is declared to be a hazard to the public health and safety, and a public nuisance that the City may abate as a nuisance.”*

Such an establishment would also be prohibited by this ordinance relating to storing or parking of junked vehicles. As outlined by Ordinance Section 52.4, “Application and Interpretation” of the Waite Park Zoning Ordinance:

**“Subd. 2. Higher Standards Prevail.** *Where the conditions imposed by any provision of this Ordinance are either more or less restrictive than comparable conditions imposed by any law, ordinance, statute, resolution, or regulation of any kind, the regulations which are more restrictive or which impose higher standards or requirements shall prevail.”*

While the City and Copart have disagreed over the classification of the proposal with regards to the definition of “Auto Reduction Yard” as defined by City Ordinance, as the ordinance relating to storing or parking of junked vehicles as above would also apply to the Copart operation, as the more restrictive of the two applicable ordinance sections it is the one which would prevail and prohibit any use of the property by Copart. Additionally, as sales of motor vehicles are not listed as either a permitted or conditional use in the established I-1, Light Industrial District in which the Anderson Trucking property is located in, the sale of vehicles is also considered prohibited, regardless of licensing status, status as either new or used, level of damage or lack thereof.

Additionally, as you may recall, while upon previous initial approval of the proposal City staff agreed to delay provision of required screening upon an approved screening plan, it was noted that commencement of operations upon the site was not to occur until the approved screening plan was in place, which was not done.



With the above-discussed considerations, it is City staff's determination that the proposal by Copart to utilize the Anderson Trucking property is not allowable as it would not comply with several sections of City ordinances, and arrangements will need to be made to vacate the property.

Due to the nature of these issues and the different City ordinance sections they are categorized in, there are several methods by which enforcement of the requirement to vacate the property could be undertaken, including the following:

- Through a review of the City Council, acting as the Hearing Officer as outlined by Ordinance 14 – Penalties and Fees.
- Through a review by the City Council acting as the Board of Appeals for interpretation by the Zoning Administrator, as outlined by Ordinance 52, Section 53 – Zoning – Board of Adjustment and Appeals.
- The zoning violation enforcement process outlined by Ordinance 52, Section 55 – Zoning – Enforcement and Penalty.
- The nuisance abatement process outlined in Ordinance 90 – General Public Nuisances.

All of the above-referenced procedures would ultimately result in the opportunity for review by the City Council. In this instance I am following the nuisance abatement process as established by Ordinance 90, as the storing of junk vehicles, as outlined earlier, has been determined to be the prevailing higher standard.

This letter shall serve as formal notice of that the property is currently in violation of Ordinance 61, Section 61.13, "Storing or Parking of Junked Vehicle" and that the continued utilization of the property is considered a nuisance per Ordinance 90.

Per the previous letter, the deadline for removal of all vehicles from the Anderson Trucking property was set as May 1, 2017. However, under Ordinance 90, the opportunity to appear before the City Council cannot be made available until after the time period given for correction has passed. In order to facilitate anticipated request for review by the City Council in a timely manner, I am setting the deadline for correction as March 6<sup>th</sup>, 2017, the 5 day minimum allowed by Ordinance 90. If vehicles are not removed from the site by that time, Copart will be given the opportunity to appear before the City Council as part of the abatement process at a regularly-scheduled City Council meeting. Please note that I am not expecting the vehicles to be removed by March 6<sup>th</sup>; rather this is simply the requirement of the ordinance that a deadline for correction must be passed before Copart can address the City Council regarding the issue.



CITY OF

**WaitePark**

WHERE MINNESOTA CONNECTS

Please feel free to contact me with any questions you may have at (320) 656-8936, or [jon.noerenberg@ci.waitepark.mn.us](mailto:jon.noerenberg@ci.waitepark.mn.us). Our staff is appreciative of the cooperation of and communication with Copart representatives and we remain hopeful that they will locate an alternative site that is suitable for their needs in central Minnesota.

Sincerely,

Jon Noerenberg  
Planning & Community Development Director

**Agenda Item No. 7A**  
Issue: PW Salt Building

---

**BACKGROUND:**

Oertel received 3 quotes for the Salt Building. They are as follows:

<b><u>CONTRACTOR</u></b>	<b><u>TOTAL</u></b>
Greenfield	<b>78,709.00</b>
Greystone Construction	<b>79,545.00</b>
KUE Contractors	<b>136,783.00</b>
<b>Engineer Estimate</b>	<b>\$80,000.00</b>

There is a \$836 difference between the low two. Estimate was \$80,000. Oertel is recommending awarding the salt building to Greystone Construction, as they know them well and have worked with them on many projects.

**REQUIRED ACTION:**

Approve, Deny or Table

**RECOMMENDED ACTION:**

Approve awarding Greystone Construction the salt building for Public Works Facility for the cost of \$79,545.00.

**SUGGESTED MOTION:**

Council member \_\_\_\_\_ moved to awarding Greystone Construction the salt building for Public Works Facility for the cost of \$79,545.00: \_\_\_\_\_

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Council member \_\_\_\_\_ seconded the motion.

**ROLL CALL**

Councilmember Charles Schneider \_\_\_\_\_  
Councilmember Vic Schulz \_\_\_\_\_  
Councilmember Mike Linqvist \_\_\_\_\_  
Councilmember Frank Theisen \_\_\_\_\_  
Mayor Richard E. Miller \_\_\_\_\_

Motion (Approved) (Denied)

## Agenda Item No. 7B

Issue: PW Equipment Purchases from Budget

### BACKGROUND:

See table below:

Budgeted	Requested Item in budget	Price	Requested Item to Purchase	Notes
\$13,000.00	City's share of 2 mowers for Babe Ruth	\$11,993.99	60" Exmark Mower with bagger Powerhouse Equipment ** Price is cheaper than State Bid Price by \$57.00**	City will be purchasing this mower in full for Waite Park Babe Ruth. After going over the agreement with Babe Ruth and discussing their equipment and needs, we found out that Babe Ruth spent \$12,000 on a groomer last year and are paying that off themselves. The Mayor and I agreed that the City would purchase this mower and not look for any reimbursement from Babe Ruth, as they have already paid \$12,000 of their money and didn't ask the City for help. We also have found out that any of the mowers we purchase can be traded in /leased every 2-3 years, the same as we do for the city mowers, thus providing we receive mowers that are always under warranty and updated. The cost will be programmed over the next few years into our CIP.
\$45,000.00	3/4 Ton Utility truck w/ utility boxes	\$40,168.96	3/4 Ton Utility Truck and Equipment -Chassis \$27,629.96 includes \$3,000.00 trade and tax and license. - Equipment \$12,539.00 Includes flatbed, tool boxes, inverter, strobe lights and mounting the salvaged crane from 1 ton ** All Prices are under State Bid**	This truck will replace or 2000 Dodge 1 Ton Utility truck. We will be trading in the truck with the exception of will be salvaging the crane and reinstalling it on the new truck.
\$38,000.00	Mower	\$20,200.00	Leased trade in for John Deere 1600 Mower ** State Bid Pricing**	This is our very two year trade in / lease program.
\$11,000.00	Gator	\$15,248.00	Bobcat 3400G utility vehicle w/cab & heater **State Bid Pricing**	My staff researched the Gator to replace the ATV we are using to spray weeds. They found that Bobcat had a better unit and more functional, which gives us the possibility to use in winter months if we find the need, and purchase plows or broom
		\$11,348.00	Bobcat attachment - Planner & 16" all purpose drum ** State Bid Pricing**	-This piece of equipment will allow us to make longer-lasting repairs to shallow potholes. It will also provide us with the ability to make a better transition from large street patches that we do. This piece of equipment will provide flexibility to respond to the different types of damage to the road surface. It will provide better rideability and longer life to our repairs. -Last fall we tried out a planner in Cloud Park to see how it worked along with the quality of the patch holding up over time and winter. It worked great!!
\$107,000.00	Total Budgeted	\$98,958.95	Total Requested for Approval	
		\$8,041.05	Balance under budget proposed to go to New Furnishings for New Public Works Facility	

### REQUIRED ACTION:

Approve, Deny or Table

### RECOMMENDED ACTION:

Approve the purchase of Exmark mower for \$11,993.99, Purchase of ¾ ton Utility Truck and Equipment for \$40,168.96, Bobcat 3400G Utility vehicle with cab & heater for \$15,248.00 and Bobcat attachment Planner and 16" All Purpose Drum for \$11,348.00. with the \$8,041.05 under budget amount going to New Furnishings fund for New Public Works Facility.

### SUGGESTED MOTION:

- Council member \_\_\_\_\_ moved to approve the purchase of
- Exmark mower for \$11,993.99,
  - Purchase of ¾ ton Utility Truck and Equipment for \$40,168.96,
  - Bobcat 3400G Utility vehicle with cab & heater for \$15,248.00 and Bobcat attachment Planner
  - 16" All Purpose Drum for \$11,348.00
  - \$8,041.05 under budget amount going to New Furnishings fund for New Public Works Facility.:

• \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Council member \_\_\_\_\_ seconded the motion.

ROLL CALL

Councilmember Charles Schneider \_\_\_\_\_  
Councilmember Vic Schulz \_\_\_\_\_  
Councilmember Mike Linqvist \_\_\_\_\_  
Councilmember Frank Theisen \_\_\_\_\_  
Mayor Richard E. Miller \_\_\_\_\_

Motion (Approved) (Denied)

**Agenda Item No. 7C**

Issue: PW Change Order #2 for Public Works Facility

---

We have combined several smaller change order items into one larger Change Order. There are several the items included in this change order. The largest item is the Security Doors which was previously approved in February as a separate item. That approval was up to \$12,000.00, the final price came in at \$7,050.00 All the items included in the change order are attached. There are some increases and deducts. The total change order request is \$12,234.00

**REQUIRED ACTION:**

Approve, Deny or Table

**RECOMMENDED ACTION:**

Approve change order for Public Works Facility.

**SUGGESTED MOTION:**

Council member \_\_\_\_\_ moved to approve change order \$12,234.00 for Public Works Facility: \_\_\_\_\_

---

Council member \_\_\_\_\_ seconded the motion.

**ROLL CALL**

Councilmember Charles Schneider \_\_\_\_\_  
Councilmember Vic Schulz \_\_\_\_\_  
Councilmember Mike Linqvist \_\_\_\_\_  
Councilmember Frank Theisen \_\_\_\_\_  
Mayor Richard E. Miller \_\_\_\_\_

Motion (Approved) (Denied)



# AIA Document G701™ – 2001

## Change Order

<b>PROJECT:</b> (Name and address) Waite Park Public Works 670 17th Ave. S., Waite Park	<b>CHANGE ORDER NUMBER:</b> 002	OWNER <input type="checkbox"/>
	<b>DATE:</b> March 28, 2017	ARCHITECT <input type="checkbox"/>
	<b>ARCHITECT'S PROJECT NUMBER:</b> 15-29	CONTRACTOR <input type="checkbox"/>
<b>TO CONTRACTOR:</b> (Name and address) Kue Contractors, Inc. 130 Central Ave. S. Watkins, MN 55389	<b>CONTRACT DATE:</b> August 24, 2016	FIELD <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	OTHER <input type="checkbox"/>

The Contract is changed as follows:  
 (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)  
 Included modifications as outlined in the attached Change Order #02 memorandum dated March 28, 2017.  
 Includes changes as outlined in: PR #11, PR #12, PR #14, PR #18, PR #21, PR #23, PR #25, PR #30, COP #7, COP #8.  
 Total net change (cost) of Change Order #02 is: (+) \$12,234.00

The original Contract Sum was	\$	<u>7,812,512.00</u>
The net change by previously authorized Change Orders	\$	<u>28,928.00</u>
The Contract Sum prior to this Change Order was	\$	<u>7,841,440.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>12,234.00</u>
The new Contract Sum, including this Change Order, will be	\$	<u>7,853,674.00</u>

The Contract Time will be unchanged by ( ) days.  
 The date of Substantial Completion as of the date of this Change Order, therefore, is unchanged.

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>Oertel Architects</u> ARCHITECT (Firm name)	<u>Kue Contractor, Inc.</u> CONTRACTOR (Firm name)	<u>City of Waite Park</u> OWNER (Firm name)
<u>1795 St. Clair Avenue</u> <u>St. Paul, MN. 55105</u> ADDRESS	<u>130 Central Ave. S.</u> <u>Watkins, MN. 55389</u> ADDRESS	<u>19 13th Ave. N.</u> <u>Waite Park, MN. 56387</u> ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>Jeffrey L. Oertel</u> (Typed name)	<u>Jay D. Kuechle</u> (Typed name)	 (Typed name)
<u>March 28, 2017</u> DATE	<u>3/28/17</u> DATE	 DATE



# OERTEL ARCHITECTS

1795 ST. CLAIR AVENUE ST. PAUL, MINNESOTA 55105

TEL: 651-696-5186

www.oertelarchitects.com

DATE: March 28, 2017  
TO: City of Waite Park  
FROM: Oertel Architects  
RE: Project Number #15-29 Public Works Facility  
Change Order #02

## MEMORANDUM

Change Order #02 modified the following scope of the contract:

PR #11: Added two floor drains to the M/E Storage room 121. The total cost associated with the revised scope of work is: \$ 994.00.

PR #12: Modified mechanical duct work at office area to provide plenum return at portions of corridor. The plenum design resulted in modifications to the electrical work as well. The total cost associated with the revised scope of work is: \$ 456.00.

PR #14: Modifications were made to the floor and wall tile at the restrooms, and carpet in the office area. The total credit associated with the revised scope of work is: (-) \$ 450.00.

PR #18: Omitted a portion of the work related to Intercom in Entry Vestibule, and added a Voice/Data receptacles for the same area. The total cost associated with the revised scope of work is: \$ 412.00.

PR #21: Added TV/Data/Voice receptacles to multiple areas throughout the office. Added additional wood blocking and framing for placement of future TV/Monitor in multiple locations. The total cost associated with the revised scope of work is: \$ 2,472.00.

PR #23: Added (2) hollow metal frames, wood doors, and hardware to two locations in the office area corridors. The total cost associated with the revised scope of work is: \$ 7,050.00.

PR #25: Revised lighting at Trailer & Staging area. The total credit associated with the revised scope of work is: (-) \$ 2,167.00.

PR #30: Modified glazing in the office area. The total cost associated with the revised scope of work is: \$ 1,810.00.

COP #7: Modified trench drain elevations as stated in ASI #34. The total cost associated with the revised scope of work is: \$ 860.00.

COP #8: Revised detail 7/S8 for connecting top of CMU wall to decking at south wall of Wash Bay to accommodate adjusted camber of structural steel joists. The total cost associated with the revised scope of work is: \$ 797.00.



# OERTEL ARCHITECTS

1795 ST. CLAIR AVENUE ST. PAUL, MINNESOTA 55105

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TEL: 651-696-5186

[www.oertelarchitects.com](http://www.oertelarchitects.com)

**Total net change (cost) of Change Order #02 is: (+) \$12,234.00.**

The costs associated with this Change Order have been reviewed by Oertel Architects and determined to be consistent with prices received for similar items on other projects.

**Agenda Item No. 8**

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

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Councilmember \_\_\_\_\_ moved to approve bills as presented.

Councilmember \_\_\_\_\_ seconded the motion.

**ROLL CALL**

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

Motion (Approved) (Denied)

ACS FINANCIAL SYSTEM  
03/10/2017 13:34:28

Schedule of Bills

CITY OF WAITE PARK  
GL050S-V08.05 COVERPAGE  
GL540R

Report Selection:

RUN GROUP... 0317D1 COMMENT... 031017 MISC DISBURSEMENT

DATA-JE-ID DATA COMMENT

D-03102017-867 031017 MISC DISBURSEMENT

Run Instructions:  
Jobq Banner Copies Form Printer Hold Space LPI Lines CPI CP SP RT  
I 01 N S 6 066 10

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
MN DEPT OF LABOR INDUSTR	*FY* 0701-093016 QTR SUR	7,515.67	REMITTANCE REV COL OTHER	101.4140.8100		030317			867 00001

Schedule of Bills

VENDOR NAME  
DESCRIPTION  
REPORT TOTALS:

AMOUNT  
7,515.67

ACCOUNT NAME

FUND & ACCOUNT

CLAIM INVOICE

PO# F/P ID LINE

RECORDS PRINTED - 000001

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	7,515.67
TOTAL ALL FUNDS		7,515.67

BANK RECAP:

BANK NAME	DISBURSEMENTS
CHEK PLAZA PARK BANK	7,515.67
TOTAL ALL BANKS	7,515.67

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

.....  
.....

ACS FINANCIAL SYSTEM  
03/13/2017 09:55:31

Schedule of Bills

CITY OF WAITE PARK  
GI050S-V08.05 COVERPAGE  
GI540R

Report Selection:

RUN GROUP... 0317D2 COMMENT... 031317 MISC DISBURSEMENT

DATA-JE-ID DATA COMMENT

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D-03132017-866 031317 MISC DISBURSEMENT

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
ALBIN ACQUISITION CORP BKGR CKS-TOB/3.2 OFF LQ	150.00	OPERATING SUPPLIES	101.4051.2100		0220179427S	028376	P	866 00002
ALBIN ACQUISITION CORP CR CHECK-3.2 OFF SALE LQ	65.00	OPERATING SUPPLIES	101.4051.2100		0220179460A	028375	P	866 00001
ANDERSON CRANE RUBBER CO VACTOR FILL HOSE #601	80.74	REPAIR & MAINTENANCE SUP	709.4841.2200		SC23025801	028208	P	866 00003
AUTO VALUE PARTS STORES AIR HAMMER-SHOP WORK LIGHTS (2) -SHOP	87.29 67.90 155.19	REPAIR & MAINTENANCE SUP REPAIR & MAINTENANCE SUP *VENDOR TOTAL	101.4212.2200 101.4212.2200		740709S 740836S	028218 028224	P P	866 00004 866 00005
BENTRUD/DAVID W TOBACCO COMPLIANCE FUNDS	50.00	PROF SERVICES - MISC	101.4110.3039		030917	000576	P	866 00141
BRAUN INTERTEC CORP 022417 MAT TEST-PW FAC	2,623.75	ENGINEERING COSTS	443.4214.6301		B086518			866 00142
CENTURYLINK 0317 PHONE - COMM PARK	32.89	COMMUNICATIONS	101.4552.3100		030117			866 00143
CITY OF ST CLOUD 2017 CMWEA MEMBERSHIP	1,637.00	MISCELLANEOUS	715.4224.4010		AR005619			866 00016
0117 OPER & MAINT	20,678.01	OPERATIONS & MAINTENANCE	709.4842.2160		AR005651			866 00006
0117 OPER & MAINT CONV	4,446.99	OPERATIONS & MAINTENANCE	709.4841.2160		AR005651			866 00007
0117 REHAB & REPLACE	1,993.80	REHAB & REPLACE	709.4842.3730		AR005651			866 00008
0117 REHAB & REPLACE CON	17,734.56	REHAB & REPLACE	709.4841.3730		AR005651			866 00009
0117 DEBT SVC-WWTF EXP	17,688.00	DEBT SERVICE	709.4842.4845		AR005651			866 00010
0117 DEBT SVC-TRI/SIS	14,321.00	DEBT SERVICE TRI-CITY/SI	709.4841.4845		AR005651			866 00011
0117 DEBT SVC-STS PH 3	4,552.00	DEBT SERVICE TRI-CITY/SI	709.4841.4845		AR005651			866 00012
0117 DEBT SVC-M LIFT ST	3,485.00	DEBT SERVICE TRI-CITY/SI	709.4842.4846		AR005651			866 00013
0117 EXISTING DEBT	1,971.58	EXISTING DEBT	709.4842.4846		AR005651			866 00014
0117 DEBT SVC-STS PH 4	8,669.00	DEBT SERVICE TRI-CITY/SI	709.4841.4845		AR005651			866 00015
80,176.94		*VENDOR TOTAL						
CONVENTION VISITORS BURE 0117 H/M TAX-ASTERIA	997.98	PAYMENTS TO CHAMBER	601.4440.4441		0117			866 00017
CUSTOM ACCENTS INC CITY CLOTHING-CL	853.08	UNIFORMS	101.4051.2120		70676	028374	P	866 00018
CITY CLOTHING-PLAN	97.54	UNIFORMS	101.4091.2120		70676	028374	P	866 00019
CITY CLOTHING-PW	110.00	UNIFORMS	101.4212.2120		70676	028374	P	866 00020
CITY CLOTHING-COUNCIL	429.96	UNIFORMS	101.4011.2120		70676	028374	P	866 00021
CITY CLOTHING-MAYOR	110.00	UNIFORMS	101.4021.2120		70676	028374	P	866 00022
1,600.58		*VENDOR TOTAL						
DARREL NEMETH INC 0217 ELECTRIC INSPECTION	2,688.55	FEES PAID TO ELECTRICAL	101.4140.4080		022817			866 00023

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
DELTA DENTAL OF MN	0417 DENTAL PREM BB	69.24	HOSPITALIZATION INSURANC	101.4140.1500		0417	028378	P	866	00024
	0417 DENTAL PREM RS	33.84	HOSPITALIZATION INSURANC	101.4212.1500		0417	028378	P	866	00025
		103.08	*VENDOR TOTAL							
DESIGN ELECTRIC INC	ST LIGHT REP PARTS-DIV/2	326.84	REPAIR & MAINTENANCE SUP	101.4217.2200		4564	028214	P	866	00027
	ST LIGHT REP LAB-DIV/2 S	207.00	REPAIR & MAINTENANCE	101.4217.3700		4564	028214	P	866	00028
	CAP POLE-WAITE AVE/44TH	106.50	REPAIR & MAINTENANCE	101.4217.3700		4565	028226	P	866	00026
		640.34	*VENDOR TOTAL							
ELLIOTT AUTO SUPPLY CO I	WIPER BLADES (4)-STOCK	31.68	REPAIR & MAINTENANCE SUP	101.4212.2200		124-42856	028215	P	866	00029
	PLUGS/AIR FILTER #413	77.95	REPAIR & MAINTENANCE SUP	703.4825.2200		124-43206	028222	P	866	00030
		109.63	*VENDOR TOTAL							
FASTENAL CO	NUTS/BOLTS-WTR METERS	634.22	REPAIR & MAINTENANCE SUP	703.4824.2200		MNST193865/919	028019	P	866	00031
FEIA/EILEEN	062517 PARK RENT REFUND	242.33	REFUNDS & REIMBURSEMENT	101.4552.4980		R37505	028523	P	866	00032
FIREHOUSE	1 YEAR SUBSCRIPTION	29.95	OFFICE SUPPLIES/POSTAGE	101.4120.2000		030617	028262	P	866	00033
FLAHERTY HOOD PA	0217 BONDING SERVICE	1,517.00	LEGAL SERVICES	101.4060.3005		9797			866	00144
FLEET ONE LLC	0217 CAR WASH BI	6.00	REPAIR & MAINTENANCE	101.4110.3700		4473390064			866	00034
	0217 FUEL BI	25.79	GAS & OIL PURCHASES	101.4140.2110		4473390064			866	00035
	0217 SQUAD WASHES PD	65.00	REPAIR & MAINTENANCE	101.4110.3700		4473390064			866	00036
	0217 FUEL PD	2,194.40	GAS & OIL PURCHASES	101.4110.2110		4473390064			866	00037
	0217 FUEL PW	1,205.10	GAS & OIL PURCHASES	101.4212.2110		4473390064			866	00038
	0217 FUEL WTR	321.41	GAS & OIL PURCHASES	703.4825.2110		4473390064			866	00039
	0217 FUEL SWR	184.21	GAS & OIL PURCHASES	709.4843.2110		4473390064			866	00040
	0217 FUEL FD	43.93	GAS & OIL PURCHASES	101.4120.2110		4473390064			866	00041
	0217 FUEL CH	138.39	GAS & OIL PURCHASES	101.4094.2110		4473390064			866	00042
		4,184.23	*VENDOR TOTAL							
G&K SERVICES	0217 UNIFORMS PW	89.32	UNIFORMS	101.4212.2120		022817			866	00054
	0217 UNIFORMS WTR	18.96	UNIFORMS	703.4825.2120		022817			866	00055
	0217 UNIFORMS SWR	25.40	UNIFORMS	709.4843.2120		022817			866	00056
	0217 TOWELS PW	7.00	RUGS/TOWELS	101.4212.4012		022817			866	00057
	020917 RUGS CL	8.64	RUGS/TOWELS	101.4051.4012		1043693852			866	00047
	020917 RUGS FD	12.72	RUGS/TOWELS	101.4120.4012		1043693852			866	00048
	020917 RUGS CH	6.72	RUGS/TOWELS	101.4094.4012		1043693852			866	00049
	020917 RUGS PD	15.60	RUGS/TOWELS	101.4110.4012		1043693852			866	00050

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
G&K SERVICES	020917 RUGS PARKS	4.32	RUGS/TOWELS	101.4552.4012		1043693853			866	00051
	020917 RUGS WTR	6.20	RUGS/TOWELS	703.4825.4012		1043693859			866	00052
	020917 RUGS SWR	6.20	RUGS/TOWELS	709.4843.4012		1043693869			866	00053
	020917 RUGS PW	8.40	RUGS/TOWELS	101.4212.4012		1043693873			866	00043
	020917 RUGS LIBRARY	7.92	RUGS/TOWELS	101.4095.4012		1043693874			866	00045
	022317 RUGS PW	8.40	RUGS/TOWELS	101.4212.4012		1043705351			866	00044
	022317 RUGS LIBRARY	7.92	RUGS/TOWELS	101.4095.4012		1043705352			866	00046
GENERAL RENTAL ST CLOUD	022417 CHAINSAW RENT-FD	59.50	RENTALS	101.4120.3800		1155694	028260	P	866	00058
GOODIN CO	CPVC COUPLE/GLUE/ETC	109.13	REPAIR & MAINTENANCE SUP	709.4841.2200		05936461-00	028210	P	866	00059
GOPHER STATE ONE CALL IN	0217 LOCATES WTR	40.80	EXPENSES OF GOPHER STATE	703.4825.5000		7020781			866	00060
	0217 LOCATES SWR	40.80	EXPENSES OF GOPHER STATE	709.4843.5000		7020781			866	00061
GRANITE WATER WORKS INC	BALL VALVES (2) -VACTOR	76.18	REPAIR & MAINTENANCE SUP	709.4841.2200		98269	028209	P	866	00062
HARDIVES INC	CONCRETE SAND (95.77T)	1,019.95	REPAIR & MAINTENANCE SUP	101.4212.2200		14496	028195	P	866	00063
HD SUPPLY WATERWORKS LTD	WTR MTRS/GASKETS/ETC	9,056.96	REPAIR & MAINTENANCE SUP	703.4824.2200		G818554/527/02	028016	P	866	00064
	WATER METERS (8)	1,584.21	REPAIR & MAINTENANCE SUP	703.4824.2200		G820390	028016	P	866	00069
		10,641.17	*VENDOR TOTAL							
HEARTLAND GLASS CO INC	FRAME GLASS (36"X46")	61.16	REPAIR & MAINTENANCE	101.4094.3700		KZ211	028360	P	866	00065
HERRON/JOAN	072217 PARK RENT REFUND	59.79	REFUNDS & REIMBURSEMENT	101.4552.4980		R37493	028379	P	866	00066
HEYING/DEB	022417 MILEAGE BENEFIT T	89.13	TRAINING/TRAVEL/HOTEL	101.4051.3200		022717			866	00067
	030817 MEAL - HR RESP	18.17	TRAINING/TRAVEL/HOTEL	101.4051.3200		030917			866	00145
	030817 PARKING - HR RESP	5.00	TRAINING/TRAVEL/HOTEL	101.4051.3200		030917			866	00146
		112.30	*VENDOR TOTAL							
IN CONTROL INC	RADIO CALIB/REP-LIFT ST	628.28	REPAIR & MAINTENANCE	709.4841.3700		17028DA01	028008	P	866	00068
INNOVATIVE OFFICE SOLUTI	USB CABLE/AA BATT/ETC	22.02	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN1512832	000553	P	866	00071

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
INNOVATIVE OFFICE SOLUTIONS	POST-ITS TAB & FLAGS	18.02	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN1512893	000554	P	866	00070
	PAPER	137.91	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN1520871	028520	P	866	00072
	INK/PAPER/TAPE/ETC	153.83	OFFICE SUPPLIES/POSTAGE	703.4825.2000		IN1520871	028520	P	866	00073
	INK/PAPER/TAPE/ETC	158.50	OFFICE SUPPLIES/POSTAGE	709.4843.2000		IN1520871	028520	P	866	00074
	INK/PAPER/TAPE/ETC	644.10	OFFICE SUPPLIES/POSTAGE	101.4051.2000		IN1520871	028520	P	866	00075
*VENDOR TOTAL										
INTEGRA TELECOM	0223-032217 PHONES MAYOR	22.01	COMMUNICATIONS	101.4021.3100		14485831			866	00076
	0223-032217 PHONES/LD CL	124.98	COMMUNICATIONS	101.4051.3100		14485831			866	00077
	0223-032217 PHONES CH	29.34	COMMUNICATIONS	101.4094.3100		14485831			866	00078
	0223-032217 PHONES/LD PD	197.68	COMMUNICATIONS	101.4110.3100		14485831			866	00079
	0223-032217 PHONES/LD PD	23.31	COMMUNICATIONS	101.4120.3100		14485831			866	00079
	0223-032217 PHONES/LD PW	112.06	COMMUNICATIONS	101.4212.3100		14485831			866	00080
	0223-032217 PHONES WTR	73.35	COMMUNICATIONS	101.4212.3100		14485831			866	00082
	0223-032217 PHONES SWR	73.35	COMMUNICATIONS	703.4825.3100		14485831			866	00083
	0223-032217 PHONES PD	42.95	COMMUNICATIONS	709.4843.3100		14485831			866	00084
	0223-032217 PHONES LIB	42.95	COMMUNICATIONS	101.4110.3100		14485831			866	00085
	0223-032217 PHONES WTR	128.88	COMMUNICATIONS	101.4095.3100		14485831			866	00086
	0223-032217 PHONES SWR	128.88	COMMUNICATIONS	703.4825.3100		14485831			866	00087
	0223-032217 PHONES PW	42.95	COMMUNICATIONS	709.4843.3100		14485831			866	00088
	0223-032217 PHONES SWR	20.93	COMMUNICATIONS	101.4212.3100		14485831			866	00089
	0223-032217 PHONES PD	20.94	COMMUNICATIONS	101.4110.3100		14485831			866	00090
0223-032217 PHONES CH	41.87	COMMUNICATIONS	101.4094.3100		14485831			866	00091	
0223-032217 PHONES CH	113.88	COMMUNICATIONS	101.4094.3100		14485831			866	00092	
0223-032217 PHONES/LD BI	1,240.31	*VENDOR TOTAL	101.4140.3100		1485831			866	00081	
INTOXIMETERS INC	INTOXIMETERS (CASES/ETC)	1,725.00	EQUIPMENT	101.4110.5300		556828	000564	P	866	00093
KUE CONTRACTORS INC	PYT #6 - PW FACILITY	1,068,389.00	CONSTRUCTION COSTS	443.4214.6300		022817			866	00147
LEWIS MOTOR REPAIR INC	METER REPLACE #603	214.54	REPAIR & MAINTENANCE SUP	709.4841.2200		0038705	028201	P	866	00094
M R SIGN CO INC	MULTI ST SIGNS (36)	1,129.96	REPAIR & MAINTENANCE SUP	101.4216.2200		194289	028223	P	866	00095
MACQUEEN EQUIPMENT INC	BEARINGS/WASHERS #680	413.61	REPAIR & MAINTENANCE SUP	715.4224.2200		P04532	028225	P	866	00096
MAILROOM FINANCE INC	021717 POSTAGE MISC	449.84	OFFICE SUPPLIES/POSTAGE	101.4051.2000		030217			866	00168
	021717 POSTAGE PD	201.52	OFFICE SUPPLIES/POSTAGE	101.4110.2000		030217			866	00169
	021717 POSTAGE FD	1.22	OFFICE SUPPLIES/POSTAGE	101.4120.2000		030217			866	00170
	021717 POSTAGE BI	12.17	OFFICE SUPPLIES/POSTAGE	101.4140.2000		030217			866	00171
	021717 POSTAGE RENTAL	116.80	OFFICE SUPPLIES/POSTAGE	101.4141.2000		030217			866	00172
	021717 POSTAGE PB HR	108.10	OFFICE SUPPLIES/POSTAGE	101.4140.2000		030217			866	00173
	021717 POSTAGE PLAN	29.01	OFFICE SUPPLIES/POSTAGE	101.4031.2000		030217			866	00174

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MALROOM FINANCE INC	021717 POSTAGE PW	33.74	OFFICE SUPPLIES/POSTAGE	101.4212.2000		030217			866	00175
	021717 POSTAGE WTR	21.09	OFFICE SUPPLIES/POSTAGE	703.4825.2000		030217			866	00176
	021717 POSTAGE SWR	21.08	OFFICE SUPPLIES/POSTAGE	709.4843.2000		030217			866	00177
	021717 POSTAGE ST SWR	8.43	OFFICE SUPPLIES/POSTAGE	715.4224.2000		030217			866	00178
		1,003.00	*VENDOR TOTAL							
MANEY INTERNATIONAL INC	DOT INSP #442	99.65	REPAIR & MAINTENANCE	101.4212.3700		159648	028203	P	866	00097
MARCO INC	0317 CL COPIER LEASE CL	233.79	SERVICE CONTRACT	101.4051.4015		20230712			866	00109
	0317 CL COPIER LEASE BI	77.93	SERVICE CONTRACT	101.4140.4015		20230712			866	00110
	0317 CL COPIER LEASE WTR	38.96	SERVICE CONTRACT	703.4825.4015		20230712			866	00111
	0317 CL COPIER LEASE SWR	38.97	SERVICE CONTRACT	709.4843.4015		20230712			866	00112
	0317 PHONE LEASE PD	583.38	COMMUNICATIONS	101.4110.3100		20259925			866	00098
	0317 PHONE LEASE CL	183.81	COMMUNICATIONS	101.4051.3100		20259925			866	00099
	0317 PHONE LEASE BI	75.43	COMMUNICATIONS	101.4140.3100		20259925			866	00100
	0317 PHONE LEASE CH	193.66	COMMUNICATIONS	101.4094.3100		20259925			866	00101
	0317 PHONE LEASE MAYOR	23.65	COMMUNICATIONS	101.4021.3100		20259925			866	00102
	0317 PHONE LEASE EOC	164.34	COMMUNICATIONS	101.4191.3100		20259925			866	00103
	0317 PHONE LEASE PLAN	23.65	COMMUNICATIONS	101.4091.3100		20259925			866	00104
	0317 PHONE LEASE FD	65.65	COMMUNICATIONS	101.4120.3100		20259925			866	00105
	0317 PHONE LEASE PW	89.21	COMMUNICATIONS	101.4212.3100		20259925			866	00106
	0317 PHONE LEASE WTR	28.13	COMMUNICATIONS	703.4825.3100		20259925			866	00107
	0317 PHONE LEASE SWR	47.30	COMMUNICATIONS	709.4843.3100		20259925			866	00108
		1,867.77	*VENDOR TOTAL							
MCDOWALL COMFORT MANAGEM	FURNACE #6 REP-PD	155.00	REPAIR & MAINTENANCE	101.4095.3700		233690	028361	P	866	00113
MENARDS	DIST WTR/ETC-WTP	43.92	REPAIR & MAINTENANCE SUP	703.4822.2200		44313	028017	P	866	00116
	PIPE/ADAPTOR-CURB STOP	13.52	REPAIR & MAINTENANCE SUP	703.4824.2200		44676	028388	P	866	00115
	WIRE BRUSHES/ETC-CH BATH	16.05	REPAIR & MAINTENANCE SUP	101.4094.2200		44863	027806	P	866	00114
		73.49	*VENDOR TOTAL							
MIDWAY IRON METAL CO INC	PLATE STEEL #424 BUCKET	49.61	REPAIR & MAINTENANCE SUP	101.4212.2200		342557	028219	P	866	00118
	GALVINIZED PIPE-SIGN PST	276.30	REPAIR & MAINTENANCE SUP	101.4212.2200		342560	028220	P	866	00117
		325.91	*VENDOR TOTAL							
MN COPY SYSTEMS	0212-031117 PW SHOP COPY	8.68	SERVICE CONTRACT	101.4212.4015		210850			866	00148
	0212-031117 PW SHOP COPY	5.42	SERVICE CONTRACT	703.4825.4015		210850			866	00149
	0212-031117 PW SHOP COPY	5.42	SERVICE CONTRACT	709.4843.4015		210850			866	00150
	0212-031117 PW SHOP COPY	2.17	SERVICE CONTRACTS	715.4224.4015		210850			866	00151
		21.69	*VENDOR TOTAL							

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
MN ELEVATOR INC	CONTRACT-CH	776.63	REPAIR & MAINTENANCE	101.4094.3700		697147	028363	P	866 00119
MN ELEVATOR INC	ANNUAL SVC CONTRACT-LIB	252.82	REPAIR & MAINTENANCE	101.4095.3700		697147	028363	P	866 00120
MN VALLEY TESTING LABORA	WASTE WTR TESTS	1,029.45	*VENDOR TOTAL						
MN VALLEY TESTING LABORA	WASTE WTR TESTS	684.20	SEWER TESTING	709.4843.4844		851069			866 00123
MN VALLEY TESTING LABORA	WTR TESTS	205.40	SEWER TESTING	709.4843.4844		852598			866 00124
MN VALLEY TESTING LABORA	WTR TESTS	889.60	*VENDOR TOTAL						
MOLITOR EXCAVATING INC	WTR MAIN REP-SUNDIAL DR	5,990.19	REPAIR & MAINTENANCE	703.4824.3700		237-16	020037	P	866 00121
MOLITOR EXCAVATING INC	WTR MAIN REP-JULIEP/5 ST	10,025.34	REPAIR & MAINTENANCE	703.4824.3700		238-16	020040	P	866 00122
MOLITOR EXCAVATING INC	WTR MAIN REP-JULIEP/5 ST	16,015.53	*VENDOR TOTAL						
MULTI MEDIA HOLDINGS COR	PB HR MN FISHING	110.86	ADVERTISEMENTS	101.4031.3300		0004675055			866 00152
ORTEL ARCHITECTS	ARCHT SVC PYT #13-PW FAC	12,000.00	ENGINEERING COSTS	443.4214.6301		13			866 00156
ORTEL ARCHITECTS	MILEAGE PYT #13-PW FAC	167.34	ENGINEERING COSTS	443.4214.6301		13			866 00157
ORTEL ARCHITECTS	ARCHT SVC PYT #2-COUNCIL	3,200.00	CONSULTANTS - ENGINEERIN	101.4211.3010		2			866 00153
ORTEL ARCHITECTS	ARCHT SVC PYT #7-AMP	3,300.00	CONSULTANTS - ENGINEERIN	101.4211.3010		7			866 00154
ORTEL ARCHITECTS	MILEAGE PYT #7 - AMP	83.67	CONSULTANTS - ENGINEERIN	101.4211.3010		7			866 00155
ORTEL ARCHITECTS	MILEAGE PYT #7 - AMP	18,751.01	*VENDOR TOTAL						
RAJKOWSKI HANSMEIER LTD	ORDINANCES	200.50	LEGAL SERVICES	101.4060.3005		75895			866 00165
RAJKOWSKI HANSMEIER LTD	ZONING	216.00	LEGAL SERVICES	101.4060.3005		75896			866 00159
RAJKOWSKI HANSMEIER LTD	HOTEL LICENSING	565.50	LEGAL SERVICES	101.4060.3005		75896			866 00160
RAJKOWSKI HANSMEIER LTD	MEETINGS	40.50	LEGAL SERVICES	101.4060.3005		75896			866 00161
RAJKOWSKI HANSMEIER LTD	PD DATA REQUESTS	139.50	LEGAL SERVICES	101.4110.3005		75896			866 00162
RAJKOWSKI HANSMEIER LTD	COPART	1,606.50	LEGAL SERVICES	101.4060.3005		75896			866 00163
RAJKOWSKI HANSMEIER LTD	SIGN ORDINANCE	81.00	LEGAL SERVICES	101.4060.3005		75896			866 00164
RAJKOWSKI HANSMEIER LTD	CRIMINAL	6,687.00	LEGAL SERVICES	101.4110.3005		75929			866 00158
RAJKOWSKI HANSMEIER LTD	CRIMINAL	9,536.50	*VENDOR TOTAL						
SHIFT TECHNOLOGIES INC	SERVER LEASE	972.00	OTHER CONTRACTUAL SERVIC	101.4051.4070		50665			866 00125
SPECTRUM SUPPLY	LINERS/TISSUE/ETC-CH	249.39	REPAIR & MAINTENANCE SUP	101.4094.2200		45666	028362	P	866 00126
ST CLOUD MEDICAL GROUP P	HEP B/TITRE TEST	40.00	PROFESSIONAL SERV PHYSIC	101.4110.3011		28213	028377	P	866 00127
ST CLOUD MEDICAL GROUP P	HEP B VAC SERIES	220.00	PROFESSIONAL SERV PHYSIC	101.4212.3011		28213	028377	P	866 00128
ST CLOUD MEDICAL GROUP P	HEP B VAC SERIES	260.00	*VENDOR TOTAL						
STEARNS ELECTRIC ASSN	ST LIGHT CR 6	15.95	PUBLIC UTILITY SERVICES	101.4217.3600		030317			866 00129

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
TASC	0401-063017 COBRA FEE CL	8.77	HOSPITALIZATION INSURANC	101.4051.1500		IN985399			866	00130
	0401-063017 COBRA FEE PL	1.91	HOSPITALIZATION INSURANC	101.4091.1500		IN985399			866	00131
	0401-063017 COBRA FEE CH	0.96	HOSPITALIZATION INSURANC	101.4094.1500		IN985399			866	00132
	0401-063017 COBRA FEE PD	36.27	HOSPITALIZATION INSURANC	101.4110.1500		IN985399			866	00133
	0401-063017 COBRA FEE BI	1.91	HOSPITALIZATION INSURANC	101.4140.1500		IN985399			866	00134
	0401-063017 COBRA FEE PW	9.59	HOSPITALIZATION INSURANC	101.4212.1500		IN985399			866	00135
	0401-063017 COBRA FEE SN	1.84	HOSPITALIZATION INSURANC	101.4213.1500		IN985399			866	00136
	0401-063017 COBRA FEE PK	2.30	HOSPITALIZATION INSURANC	101.4552.1500		IN985399			866	00137
	0401-063017 COBRA FEE WT	6.34	HOSPITALIZATION INSURANC	703.4825.1500		IN985399			866	00138
	0401-063017 COBRA FEE SW	4.06	HOSPITALIZATION INSURANC	709.4843.1500		IN985399			866	00139
	0401-063017 COBRA FEE SS	0.42	HOSPITALIZATION INSURANC	715.4224.1500		IN985399			866	00140
		74.37	*VENDOR TOTAL							
TASER INTERNATIONAL	TASER BATTERY PACKS (10)	596.76	AMMUNITION	101.4110.2130		SI1470012	000555	P	866	00166
THE RUSTY PICK LLC	REZONING REFUND	450.00	MISCELLANEOUS	101.4091.4010		38412	027955	P	866	00167
VEENSTRA/BRADLEY THOMAS	0217 CONST PHOTOS-PW FAC	120.00	CONSTRUCTION COSTS	443.4214.6300		42502	020039	P	866	00179
VERIZON WIRELESS SERVICE	0123-022217 CELLS PD	425.50	COMMUNICATIONS	101.4110.3100		9780829101			866	00180
	0123-022217 CELLS PD	16.80	COMMUNICATIONS	101.4120.3100		9780829101			866	00181
	0123-022217 CELLS PLAN	60.66	COMMUNICATIONS	101.4091.3100		9780829101			866	00182
	0123-022217 CELLS CL	60.66	COMMUNICATIONS	101.4051.3100		9780829101			866	00183
	0123-022217 CELLS PW	115.03	COMMUNICATIONS	101.4212.3100		9780829101			866	00184
	0123-022217 CELLS WTR	57.51	COMMUNICATIONS	703.4825.3100		9780829101			866	00185
	0123-022217 CELLS SWR	57.52	COMMUNICATIONS	709.4843.3100		9780829101			866	00186
	0123-022217 CELLS INV T	114.15	COMMUNICATIONS - TASK FO	101.4110.3110		9780829101			866	00187
	0123-022217 BBAND PW	35.01	COMMUNICATIONS	101.4212.3100		9780830836			866	00188
	0123-022217 BBAND WTR	17.51	COMMUNICATIONS	703.4825.3100		9780830836			866	00189
	0123-022217 BBAND SWR	17.50	COMMUNICATIONS	709.4843.3100		9780830836			866	00190
		977.85	*VENDOR TOTAL							
VISA	022017 MEAL USPCA-JB	11.60	TRAINING/TRAVEL/HOTEL	101.4110.3200		022817			866	00222
	0219-022117 HTL USPCA-JB	201.82	TRAINING/TRAVEL/HOTEL	101.4110.3200		022817			866	00223
	020217 CANDY JOB FAIR	29.54	TRAINING/TRAVEL/HOTEL	101.4110.3200		022817			866	00224
	HDMI/VGA ADAPTER	23.61	OFFICE SUPPLIES/POSTAGE	101.4110.2000		022817	000541	P	866	00225
	020217 MEALS JOB FAIR	40.32	TRAINING/TRAVEL/HOTEL	101.4110.3200		022817	000539	P	866	00226
	ON-EAR HEADPHONES (2)	159.98	OFFICE SUPPLIES/POSTAGE	101.4110.2000		022817	000540	P	866	00227
	020717 MEAL GOV SEC-DB	13.01	TRAINING/TRAVEL/HOTEL	101.4110.3200		022817	000538	P	866	00228
	020817 MEAL GOV SEC-DB	24.67	TRAINING/TRAVEL/HOTEL	101.4110.3200		022817			866	00229
	IPADS (2) -SOCCER PROG	447.00	COMMUNITY POLICING	101.4110.2140		022817	000561	P	866	00230
	IPADS/CASES/ETC-SOCCER	710.10	COMMUNITY POLICING	101.4110.2140		022817	000560	P	866	00231
	CASE/KEYBOARD RET-SOCCER	79.76	COMMUNITY POLICING	101.4110.2140		022817	000560	P	866	00232
	IPAD SCREEN PROT-SOCCER	26.36	COMMUNITY POLICING	101.4110.2140		022817	000563	P	866	00233
	NARK II TESTING KITS	48.90	INVESTIGATIVE SUPPLIES	101.4110.2150		022817	000545	P	866	00234



VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
WEST CENTRAL SANITATION 0217 REFUSE 1518 PICKUPS	25,587.33	OTHER CONTRACTUAL SERVIC	101.4223.4070		022817			866	00192
WHITNEY SENIOR CENTER 0101-021317 CONTRIBUTION	2,160.00	EXPENSES APPROVED BY COU	815.4825.4451		106			866	00193
WOLF/MARGARET 01-0217 MISC MILEAGE	12.75	TRAINING/TRAVEL/HOTEL	101.4051.3200		030917			866	00194
XCEL ENERGY									
0122-022117 GILLITZER	33.33	PUBLIC UTILITY SERVICES	101.4094.3600		536096358			866	00219
0123-022217 GREAT OAK DR	52.55	PUBLIC UTILITY SERVICES	101.4217.3600		536210236			866	00217
0123-022217 WTP	6,851.10	PUBLIC UTILITY SERVICES	703.4822.3600		536382814			866	00220
0125-022217 860 17 AVE S	42.07	PUBLIC UTILITY SERVICES	101.4217.3600		536651452			866	00218
0204-030317 ST LIGHTS	6,942.81	PUBLIC UTILITY SERVICES	101.4217.3600		537462471			866	00216
0122-022117 WTR TOWERS	596.81	PUBLIC UTILITY SERVICES	703.4824.3600		537663923			866	00195
0121-030117 LIFT STATION	326.08	PUBLIC UTILITY SERVICES	101.4841.3600		537663923			866	00196
0123-022217 PARKS	636.42	PUBLIC UTILITY SERVICES	101.4552.3600		537663923			866	00197
0123-022217 1303 3 ST N	11.75	PUBLIC UTILITY SERVICES	101.4552.3600		537663923			866	00199
0123-022217 BARTZ PARK	11.96	PUBLIC UTILITY SERVICES	101.4552.3600		537663923			866	00198
0123-022217 GARAGES	1,579.73	PUBLIC UTILITY SERVICES	101.4212.3600		537663923			866	00200
0123-022217 WELHOUSES	231.41	PUBLIC UTILITY SERVICES	703.4822.3600		537663923			866	00201
0123-022217 WELHOUSES	105.06	PUBLIC UTILITY SERVICES	101.4051.3600		537663923			866	00203
0122-022217 TRAF SIGNALS	513.29	PUBLIC UTILITY SERVICES	101.4216.3600		537663923			866	00202
0123-022217 OLD WTP	860.61	PUBLIC UTILITY SERVICES	101.4094.3600		537663923			866	00204
0123-022217 CITY HALL	111.05	PUBLIC UTILITY SERVICES	101.4051.3600		537663923			866	00205
0123-022217 CITY HALL	527.47	PUBLIC UTILITY SERVICES	101.4120.3600		537663923			866	00207
0123-022217 CITY HALL	1,193.74	PUBLIC UTILITY SERVICES	101.4110.3600		537663923			866	00208
0123-022217 CITY HALL	27.76	PUBLIC UTILITY SERVICES	101.4140.3600		537663923			866	00209
0123-022217 CITY HALL	27.76	PUBLIC UTILITY SERVICES	703.4825.3600		537663923			866	00210
0123-022217 CITY HALL	480.55	PUBLIC UTILITY SERVICES	709.4843.3600		537663923			866	00211
0123-022217 LIBRARY	877.02	PUBLIC UTILITY SERVICES	101.4095.3600		537663923			866	00212
0122-022217 ST LIGHTS	8.88	PUBLIC UTILITY SERVICES	101.4217.3600		537663923			866	00213
0130-022817 810 3 ST N	467.94	PUBLIC UTILITY SERVICES	101.4217.3600		537663923			866	00214
0123-022217 SPLASH PAD	24.24	PUBLIC UTILITY SERVICES	101.4554.3600		537663923			866	00215
0122-022117 201 3 ST SP	22,568.84	*VENDOR TOTAL	101.4094.3600		537663923			866	00215

ZIEGLER INC  
EDGES/NUTS/BOLTS #424  
251.30  
REPAIR & MAINTENANCE SUP  
101.4212.2200  
PC080487730  
028217 P 866 00221

VENDOR NAME  
DESCRIPTION  
REPORT TOTALS:

AMOUNT  
1,294,465.97

ACCOUNT NAME

FUND & ACCOUNT

CLAIM INVOICE

PO# F/P ID LINE

RECORDS PRINTED - 000278

FUND RECAP :

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	84,488.33
443	PUBLIC WORKS FACILITY	1,083,300.09
601	HOTEL MOTEL TAX	39,722.10
703	WATER FUND	81,735.84
709	SEWER FUND	2,061.63
715	STORMWATER FUND	2,160.00
815	CHARITABLE GAMBLING	
TOTAL ALL FUNDS		1,294,465.97

BANK RECAP :

BANK NAME	DISBURSEMENTS
CHEK PLAZA PARK BANK	1,294,465.97
TOTAL ALL BANKS	1,294,465.97

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

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ACS FINANCIAL SYSTEM  
03/21/2017 14:17:52

Schedule of Bills

CITY OF WAITE PARK  
GL050S-V08.05 COVERPAGE  
GL540R

Report Selection:

RUN GROUP... 0117M1 COMMENT... 0117 MANUAL DISBURSEMENT

DATA-JE-ID DATA COMMENT

M-01312017-868 0117 MANUAL DISBURSEMENT

Run Instructions:  
Jobq Banner Copies Form Printer Hold Space LPI Lines CPI CP SP RT  
I 01 N S 6 066 10

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MN DEPT OF REVENUE II	1216 PARK RENT SALES TAX	14.37	REMITTANCE REV COL OTHER	101.4552.8100		1216			868	00012
	1216 HYDRANT WTR S TAX	1.18	REMITTANCE REV COL OTHER	703.4825.8100		1216			868	00013
	1216 WATER METER S TAX	966.80	REMITTANCE REV COL OTHER	703.4825.8100		1216			868	00014
	1216 MXU SALES TAX	30.21	REMITTANCE REV COL OTHER	703.4825.8100		1216			868	00015
	1216 WATER SALES TAX	75.44	REMITTANCE REV COL OTHER	703.4825.8100		1216			868	00016
		1,088.00	*VENDOR TOTAL							
PLAZA PARK BANK										
	0117 ACH FEES	35.00	FEES FOR WIRE TRANSFERS	101.4051.4440		012617			868	00019
POSTMASTER (WAITE PARK)										
	0117 UB POSTAGE WTR	327.60	OFFICE SUPPLIES/POSTAGE	703.4825.2000		012317			868	00017
	0117 UB POSTAGE SWR	327.59	OFFICE SUPPLIES/POSTAGE	709.4843.2000		012317			868	00018
		655.19	*VENDOR TOTAL							
SELECT ACCOUNT										
	0117 HSA CITY CONTRIB CL	6,875.31	HOSPITALIZATION INSURANC	101.4051.1500		0117			868	00001
	0117 HSA CITY CONTRIB PL	1,598.91	HOSPITALIZATION INSURANC	101.4091.1500		0117			868	00002
	0117 HSA CITY CONTRIB CH	799.46	HOSPITALIZATION INSURANC	101.4094.1500		0117			868	00003
	0117 HSA CITY CONTRIB PD	30,459.24	HOSPITALIZATION INSURANC	101.4110.1500		0117			868	00004
	0117 HSA CITY CONTRIB BI	1,598.91	HOSPITALIZATION INSURANC	101.4140.1500		0117			868	00005
	0117 HSA CITY CONTRIB SN	8,937.84	HOSPITALIZATION INSURANC	101.4212.1500		0117			868	00006
	0117 HSA CITY CONTRIB PW	1,694.87	HOSPITALIZATION INSURANC	101.4213.1500		0117			868	00007
	0117 HSA CITY CONTRIB SS	479.70	HOSPITALIZATION INSURANC	715.4234.1500		0117			868	00008
	0117 HSA CITY CONTRIB PK	2,254.45	HOSPITALIZATION INSURANC	101.4552.1500		0117			868	00009
	0117 HSA CITY CONTRIB WT	4,508.92	HOSPITALIZATION INSURANC	703.4825.1500		0117			868	00010
	0117 HSA CITY CONTRIB SW	3,149.88	HOSPITALIZATION INSURANC	709.4843.1500		0117			868	00011
		62,357.49	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME  
DESCRIPTION  
REPORT TOTALS :

AMOUNT  
64,135.68

ACCOUNT NAME

FUND & ACCOUNT

CLAIM INVOICE

PO# F/P ID LINE

RECORDS PRINTED - 000019

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	54,268.36
703	WATER FUND	5,910.15
709	SEWER FUND	3,477.47
715	STORMWATER FUND	479.70
TOTAL ALL FUNDS		64,135.68

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	64,135.68
TOTAL ALL BANKS		64,135.68

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

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ACS FINANCIAL SYSTEM  
03/22/2017 16:03:36

Schedule of Bills

CITY OF WAITE PARK  
GL050S-V08.05 COVERPAGE  
GL540R

Report Selection:

RUN GROUP... 0117M2 COMMENT... 0117 SR CTR DISBURSEMENT

DATA-JE-ID DATA COMMENT

M-01312017-869 0117 SR CTR 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
CARD SERVICES *FY* SNACKS - SR CENTER	3.98	EXPENSES APPROVED BY COU	603.4825.4451	M70013812	000500	P	869	00001
SAM'S CLUB/SYNCHRONY BAN *FY* SNACKS/ETC-SR CTR	151.90	EXPENSES APPROVED BY COU	603.4825.4451	8000PV00Z4N18X	000501	P	869	00002

Schedule of Bills

VENDOR NAME  
DESCRIPTION  
REPORT TOTALS:

AMOUNT      ACCOUNT NAME      FUND & ACCOUNT      CLAIM INVOICE      PO#      F/P ID LINE

155.88

RECORDS PRINTED - 000002

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
603	SENIOR CENTER FUND	155.88
TOTAL ALL FUNDS		155.88

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	155.88
TOTAL ALL BANKS		155.88

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

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ACS FINANCIAL SYSTEM  
03/29/2017 15:14:23

Schedule of Bills

CITY OF WAITE PARK  
GL050S-V08.05 COVERPAGE  
GL540R

Report Selection:

RUN GROUP... 0317D3 COMMENT... 032917 MISC DISBURSEMENT

DATA-JE-ID DATA COMMENT

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D-03292017-871 032917 MISC DISBURSEMENT

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

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
ALBESHIRE/JAMES 011917 MILES DRIVING TR	17.12	TRAINING/TRAVEL/HOTEL	101.4120.3200		032517			871	00001
030717 MILES DRIVING TR	7.49	TRAINING/TRAVEL/HOTEL	101.4120.3200		032517			871	00002
24.61		*VENDOR TOTAL							
ALBESHIRE/TANNER J 0117 MILES MULTI-FF2 TR	73.83	TRAINING/TRAVEL/HOTEL	101.4120.3200		032117			871	00003
0217 MILES MULTI-FF2 TR	87.74	TRAINING/TRAVEL/HOTEL	101.4120.3200		032117			871	00004
030417 MILES FF2-FOLEY	26.75	TRAINING/TRAVEL/HOTEL	101.4120.3200		032117			871	00005
030917 MILES SKYWARN TR	4.28	TRAINING/TRAVEL/HOTEL	101.4120.3200		032117			871	00006
031517 MILES DRIVING TR	7.49	TRAINING/TRAVEL/HOTEL	101.4120.3200		032117			871	00007
200.09		*VENDOR TOTAL							
ALLIED PRODUCTS CORPORAT US/MN/POW FLAGS (99) POW FLAGS (5)	1,498.10	REPAIR & MAINTENANCE SUP	101.4094.2200		0374494-IN	028364	P	871	00008
1,161.70		REPAIR & MAINTENANCE SUP	101.4094.2200		0375530-IN	028532	P	871	00009
1,659.80		*VENDOR TOTAL							
AMEM 2017 MEMBERSHIP-DB	130.00	MISC - DUES	101.4191.4010		89DFTA8915	000574	P	871	00013
ANDERSON TRUCKING SERVIC 0317 SWR VEHICLE STORAGE	450.00	REPAIR & MAINTENANCE SUP	709.4841.2200		E170301	028059	P	871	00010
0317 SS VEHICLE STORAGE	150.00	REPAIR & MAINTENANCE SUP	715.4224.2200		E170301	028059	P	871	00011
0317 PW VEHICLE STORAGE	150.00	REPAIR & MAINTENANCE SUP	101.4212.2200		E170301	028059	P	871	00012
750.00		*VENDOR TOTAL							
ATLAS LOCI, LLC INFLATABLE BOAT	4,600.00	REPAIR & MAINTENANCE	101.4120.3700		12833	028267	P	871	00014
BATTERIES PLUS SPEC FLASHLIGHT BATT #E1	251.70	REPAIR & MAINTENANCE SUP	101.4120.2200		036-109276-01	028270	P	871	00015
BOUND TREE MEDICAL LLC AED PADS/SANITIZER/ETC	832.56	OPERATING SUPPLIES	101.4120.2100		82427197	028261	P	871	00016
BRAUN INTERTEC CORP 031017 WELL SAMPLES	800.15	WATER TESTS	703.4825.4820		B087634			871	00091
BRIGGS MORGAN PA 0125-022317 TIF 2-1 SVC	1,612.50	LEGAL SERVICES	101.4060.3005		595714			871	00192
CARLSON/BENJAMIN D 030717 MILES DRIVING TR	7.49	TRAINING/TRAVEL/HOTEL	101.4120.3200		032217			871	00017
030917 MILES SKYWARN TR	4.28	TRAINING/TRAVEL/HOTEL	101.4120.3200		032217			871	00018
031517 MILES DRIVING TR	7.49	TRAINING/TRAVEL/HOTEL	101.4120.3200		032217			871	00019
19.26		*VENDOR TOTAL							
CENTRAL HYDRAULICS INC SPRING #401	22.13	REPAIR & MAINTENANCE SUP	101.4094.2200		0082223	028526	P	871	00020

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CENTRAL SERVICE INC	HEADLAMPS/ETC #201	44.06	REPAIR & MAINTENANCE	101.4110.3700		14966	000569	P	871	00021
CHARTER COMMUNICATIONS	0317 INTERNET/TV CL	33.48	COMMUNICATIONS	101.4051.3100		031317			871	00022
	0317 INTERNET/TV CH	10.65	COMMUNICATIONS	101.4094.3100		031317			871	00023
	0317 INTERNET/TV FD	23.65	COMMUNICATIONS	101.4120.3100		031317			871	00024
	0317 INTERNET/TV BI	33.48	COMMUNICATIONS	101.4140.3100		031317			871	00025
	0317 INTERNET/TV PW	21.31	COMMUNICATIONS	101.4212.3100		031317			871	00026
	0317 INTERNET/TV WTR	21.31	COMMUNICATIONS	703.4825.3100		031317			871	00027
	0317 INTERNET/TV RAD	21.31	COMMUNICATIONS	709.4843.3100		031317			871	00028
	0317 INTERNET/TV WTR	109.17	COMMUNICATIONS	101.4191.3100		031317			871	00029
	0317 INTERNET/TV SWR	39.01	COMMUNICATIONS	703.4825.3100		031317			871	00030
	0317 INTERNET/TV SWR	39.01	COMMUNICATIONS	709.4843.3100		031317			871	00031
	0317 TV PARKS	137.71	COMMUNICATIONS	101.4212.3100		031317			871	00032
	0317 INTERNET WARMING H	8.02	COMMUNICATIONS	101.4552.3100		031317			871	00033
	0317 TV WARMING HOUSE	8.02	COMMUNICATIONS	101.4552.3100		031317			871	00034
		596.11	*VENDOR TOTAL							
CONVENTION VISITORS BURE	0217 H/M TAX-ASTERIA	1,019.13	PAYMENTS TO CHAMBER	601.4440.4441		0217			871	00170
DE LAGE LANDEN FINANCIAL	0317 PW COPIER LEASE	42.32	SERVICE CONTRACT	101.4212.4015		53742773			871	00036
	0317 PW COPIER LEASE WTR	26.45	SERVICE CONTRACT	703.4825.4015		53742773			871	00037
	0317 PW COPIER LEASE SWR	26.45	SERVICE CONTRACT	709.4843.4015		53742773			871	00038
	0317 PW COPIER LEASE SS	10.58	SERVICE CONTRACTS	715.4224.4015		53742773			871	00039
		105.80	*VENDOR TOTAL							
EGUIA/MARCUS A	030717 MILES DRIVING TR	7.49	TRAINING/TRAVEL/HOTEL	101.4120.3200		032217			871	00040
ELLIOTT AUTO SUPPLY CO I	POWERSTEER FLUID-STOCK	14.94	REPAIR & MAINTENANCE SUP	101.4212.2200		124-44037			028051	P 871 00043
	WASHER FLUID (12) -STOCK	23.88	REPAIR & MAINTENANCE SUP	101.4212.2200		124-44357			028055	P 871 00041
	OIL (30) -STOCK	95.70	REPAIR & MAINTENANCE SUP	101.4212.2200		124-44619			028061	P 871 00042
		134.52	*VENDOR TOTAL							
EMERGENCY RESPONSE SOLUT	SCBA CLEANER/SANITIZER	51.93	REPAIR & MAINTENANCE SUP	101.4120.2200		8323			028268	P 871 00044
	PPE CLEANER (4-1 GAL)	142.34	REPAIR & MAINTENANCE SUP	101.4120.2200		8351			028271	P 871 00045
		194.27	*VENDOR TOTAL							
ETHANOL PRODUCTS LLC	CO2 (7504#)	521.90	REPAIR & MAINTENANCE SUP	703.4822.2200		CO2180715			028393	P 871 00046
FASTENAL CO	HARD HATS (6) -PW	77.94	REPAIR & MAINTENANCE SUP	101.4212.2200		MNST193747			028216	P 871 00047

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
PASTENAL CO BOLTS (40) -WTR MTR INST	157.06	REPAIR & MAINTENANCE SUP *VENDOR TOTAL	703.4822.2200		MNST194038	028387	P	871	00048
FIRE SAFETY USA INC TNT HYDRAULIC OIL-FD F-500 FOAM-FD	25.00 260.00 285.00	REPAIR & MAINTENANCE SUP OPERATING SUPPLIES *VENDOR TOTAL	101.4120.2200 101.4120.2100		98595 98595	028272	P	871	00049 00050
FLAHERTY HOOD PA 0217 LABOR/EMP SERVICES	675.00	LEGAL SERVICES	101.4060.3005		9877			871	00209
GODFATHERS EXTERMINATING 030817 GEN PEST CONTR-CH	125.00	SERVICE CONTRACT	101.4094.4015		118559	028529	P	871	00051
GRANITE ELECTRONICS LAMP REPL-LIGHT BAR #211	213.00	REPAIR & MAINTENANCE	101.4110.3700		108000122-1	000571	P	871	00053
GRANITE WATER WORKS INC BUSHINGS/PLUGS/ETC-WTP	28.77	REPAIR & MAINTENANCE SUP	703.4822.2200		93336	028386	P	871	00054
HACH CO CHLORINE/IRON/ETC-WTP	651.94	REPAIR & MAINTENANCE SUP	703.4822.2200		10366712/71672	028395	P	871	00055
HAGEMANN/RONALD A STEAMER REP PARTS-PW STEAMER REP LABOR-PW	403.35 200.00 603.35	REPAIR & MAINTENANCE SUP REPAIR & MAINTENANCE SUP *VENDOR TOTAL	101.4212.2200 101.4212.2200 101.4212.2200		031617 031617	028056	P	871	00056 00057
HARDRIVES INC COLD MIX (13.15T)	1,512.25	REPAIR & MAINT SUPPLIES-	101.4212.2210		14511	028213	P	871	00058
HARMON III/JESS W 030717 MILES DRIVING TR 031517 MILES DRIVING TR	7.49 7.49 14.98	TRAINING/TRAVEL/HOTEL TRAINING/TRAVEL/HOTEL *VENDOR TOTAL	101.4120.3200 101.4120.3200 101.4120.3200		032217 032217			871	00059 00060
HASKAMP/DARYL O 031517 MILES DRIVING TR	7.49	TRAINING/TRAVEL/HOTEL	101.4120.3200		032117			871	00061
HAWKINS INC AZONE 15/FLUORIDE-WTP	2,551.54	REPAIR & MAINTENANCE SUP	703.4822.2200		4043159	028392	P	871	00062
HD SUPPLY WATERWORKS LTD COUPLINGS (20)-WTP MTRS	277.97	REPAIR & MAINTENANCE SUP	703.4824.2200		G861096	028389	P	871	00063
HEALTHPARTNERS 0417 HEALTH INS PREM CL 0417 HEALTH INS PREM PI 0417 HEALTH INS PREM CH 0417 HEALTH INS PREM PD	6,203.44 1,348.59 674.29 25,690.51	HOSPITALIZATION INSURANC HOSPITALIZATION INSURANC HOSPITALIZATION INSURANC HOSPITALIZATION INSURANC	101.4051.1500 101.4091.1500 101.4094.1500 101.4110.1500		71691847 71691847 71691847 71691847			871	00064 00065 00066 00067

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HEALTHPARTNERS	0417 HEALTH INS PREM BI	1,348.59	HOSPITALIZATION INSURANC	101.4140.1500		71691847			871	00068
	0417 HEALTH INS PREM PW	8,341.60	HOSPITALIZATION INSURANC	101.4212.1500		71691847			871	00069
	0417 HEALTH INS PREM SNW	1,281.14	HOSPITALIZATION INSURANC	101.4213.1500		71691847			871	00070
	0417 HEALTH INS PREM SS	310.17	HOSPITALIZATION INSURANC	715.4224.1500		71691847			871	00071
	0417 HEALTH INS PREM PK	1,658.76	HOSPITALIZATION INSURANC	101.4532.1500		71691847			871	00072
	0417 HEALTH INS PREM WTR	4,490.88	HOSPITALIZATION INSURANC	703.4825.1500		71691847			871	00073
	0417 HEALTH INS PREM SWR	2,818.55	HOSPITALIZATION INSURANC	709.4843.1500		71691847			871	00074
		54,166.52	*VENDOR TOTAL							
HEARTLAND SECURITY SERVI	0401-063017 FIRE MON-CH	89.85	SERVICE CONTRACT	101.4094.4015		268282			871	00171
	0401-063017 SECURITY-CH	77.85	SERVICE CONTRACT	101.4094.4015		468283			871	00172
	0401-063017 SEC MON-WTP	128.70	REPAIR & MAINTENANCE SUP	703.4822.2200		468284			871	00173
	0401-063017 FIRE MON-WTP	89.85	REPAIR & MAINTENANCE SUP	703.4822.2200		468284			871	00174
		386.25	*VENDOR TOTAL							
HOME DEPOT CREDIT SERVIC	SAFETY VESTS (6)	59.82	SAFETY & MAINTENANCE SUP	101.4212.2300		10640			028053	P 871 00076
	LEAK STOPPER-COMM PK PAV	11.91	REPAIR & MAINTENANCE SUP	101.4552.2200		5010836			028365	P 871 00077
	VYNAL #'S-YW SIGM	12.28	REPAIR & MAINTENANCE SUP	101.4223.2200		8524			028058	P 871 00075
		84.01	*VENDOR TOTAL							
HOME/JEFFREY R	0317 BUILDING INSP SVC	8,446.00	OTHER CONTRACTUAL SERVIC	101.4140.4070		0317			871	00213
INNOVATIVE OFFICE SOLUTI	MEMORY CARD/ETC-PD	72.46	OFFICE SUPPLIES/POSTAGE	101.4110.2000		INT522346			000567	P 871 00078
INTERNL CODE COUNCIL INC	040117-033118 DUES	135.00	MISC - DUES	101.4140.4010		3142303			010061	P 871 00092
J&K BRUGH INC	R PINION SEAL REPL #401	132.24	REPAIR & MAINTENANCE SUP	101.4212.2200		13507			028052	P 871 00080
	POWERTRAIN REPL #402	412.50	REPAIR & MAINTENANCE SUP	101.4212.2200		13511			028062	P 871 00079
		544.74	*VENDOR TOTAL							
JEFF CURTIS ELECTRIC, IN	MOTION SEN INST-CH BATH	154.19	REPAIR & MAINTENANCE SUP	101.4094.2200		1752			028528	P 871 00081
KEVIN MRZENA	TRUCK REP LABOR #E5	85.00	REPAIR & MAINTENANCE	101.4120.3700		6893			028264	P 871 00082
	TRUCK REP PARTS #E5	261.40	REPAIR & MAINTENANCE	101.4120.3700		6893			028264	P 871 00083
		346.40	*VENDOR TOTAL							
KLINFELTER'S ENF & EMER	KEYHOLDER-TW	8.99	UNIFORMS	101.4110.2120		337270			000570	P 871 00216
	SWIVEL RADIO HOLDER-AS	46.99	UNIFORMS	101.4110.2120		338215			000584	P 871 00085
	SILENT KEY POUCH-JG	24.99	UNIFORMS	101.4110.2120		338551			000585	P 871 00084

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KLINFFELTER'S ENF & EMER	INNER BELT-AS	19.99	UNIFORMS	101.4110.2120		338565	000583	P	871	00086
		100.96	*VENDOR TOTAL							
KUE CONTRACTORS, INC	PYT #7 - PW FACILITY	816,009.20	CONSTRUCTION COSTS	443.4214.6300		033117			871	00230
LANGUAGE LINE SERVICES	0217 INTERP-SOM/SPAN	24.92	PROF SERVICES - INTERPRE	101.4110.3031		4027916	000581	P	871	00087
LAUDENBACH/LISA J	UNIFORM PANTS (2) REIMB	34.00	UNIFORMS	101.4110.2120		030617	000578	P	871	00088
LEAGUE OF MN CTITIES	041817 REG LOSS CTR-DW	20.00	TRAINING/TRAVEL/HOTEL	101.4212.3200		252695			871	00193
	2017 MCSC DUES	620.00	MISCELLANEOUS	715.4224.4010		253610	020042	P	871	00194
	0429-043017 REG MN MAYOR	90.00	TRAINING/TRAVEL/HOTEL	101.4021.3200		254187			871	00212
		730.00	*VENDOR TOTAL							
LEXIPOL, LLC	0301-022817 ONLINE SUBSC	8,933.00	PROF SERVICES - MISC	101.4110.3039		19816	000588	P	871	00089
LEXISNEXIS RISK DATA MAN	0217 MIN COMMIT BALANCE	50.00	INVESTIGATIVE SUPPLIES	101.4110.2150		1032000-201702	000568	P	871	00090
LLRP LLC	031417 POST ACCIDENT TST	305.25	PROFESSIONAL SERV PHYSIC	101.4212.3011		3020	028548	P	871	00204
LMC INSURANCE TRUST	17-18 PROP-CAS	32,590.00	PROPERTY CASUALTY	INSURA 101.4930.3505		031717			871	00217
	17-18 PROP-CAS	44,154.93	PROPERTY CASUALTY	INSURA 101.4110.3505		031717			871	00218
	17-18 PROP-CAS	8,004.83	PROPERTY CASUALTY	INSURA 101.4120.3505		031717			871	00219
	17-18 PROP-CAS	12,427.76	PROPERTY CASUALTY	INSURA 101.4212.3505		031717			871	00219
	17-18 PROP-CAS	9,411.57	PROPERTY CASUALTY	INSURA 703.4825.3505		031717			871	00220
	17-18 PROP-CAS	8,445.57	PROPERTY CASUALTY	INSURA 709.4843.3505		031717			871	00221
	17-18 PROP-CAS	518.83	PROPERTY CASUALTY	INSURA 101.4140.3505		031717			871	00222
	17-18 PROP-CAS	1,334.58	PROPERTY CASUALTY	INSURA 101.4051.3505		031717			871	00223
	17-18 PROP-CAS	3,059.26	PROPERTY CASUALTY	INSURA 101.4094.3505		031717			871	00225
	17-18 PROP-CAS	1,568.67	PROPERTY CASUALTY	INSURA 101.4095.3505		031717			871	00226
	17-18 PROP-CAS	52,546.00	PROPERTY CASUALTY	INSURA 101.4552.3505		031717			871	00227
	17-18 PROP-CAS	852.00	PROPERTY CASUALTY	INSURA 101.4191.3505		031717			871	00228
		175,149.00	*VENDOR TOTAL							
MACQUEEN EQUIPMENT INC	PRESSURE GAUGES (2) #601	106.84	REPAIR & MAINTENANCE SUP	709.4841.2200		005043	028063	P	871	00093
MAILFINANCE INC	0424-072317 POST MTR CL	48.59	RENTALS	101.4051.3800		N6460924			871	00155
	0424-072317 POST MTR PD	48.59	RENTALS	101.4110.3800		N6460924			871	00156
	0424-072317 POST MTR FD	24.29	RENTALS	101.4120.3800		N6460924			871	00157

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MARK J TRAUT WELLS INC	031717 8 WATER TESTS	184.00	WATER TESTS	703.4825.4820		294902			871	00210
MARK S DYKES	CALIBRATE-SWR FLUMES	577.50	REPAIR & MAINTENANCE	709.4841.3700		11609	028394	P	871	00094
MCDOWALL COMFORT MANAGEM	FURNANCE #6 REP-PD	1,397.25	REPAIR & MAINTENANCE	101.4094.3700		234007	028530	P	871	00095
MENARDS	FURNACE FILTERS-CH LIGHT-CH BROOM/SQUEEGEE-CH	79.98 45.94 49.98 175.90	REPAIR & MAINTENANCE SUP REPAIR & MAINTENANCE SUP REPAIR & MAINTENANCE SUP *VENDOR TOTAL	101.4094.2200 101.4094.2200 101.4094.2200 101.4094.2200		45257 45801 46253	027807 028525 027808	P P P	871 871 871	00096 00097 00098
MIES OUTLAND INC	WIDE AREA MOWER #505	20,200.00	CAPITAL EXPENDITURES	101.4212.5400		E13577	028227	P	871	00205
MINNEAPOLIS FINANCE DEPT	2017 AFS QUERY FEE	204.00	INVESTIGATIVE SUPPLIES	101.4110.2150		400451000986	000587	P	871	00106
MISSION CRITICAL CONCEPT	0323-032417 REG RIFLE-JT 0323-032417 REG RIFLE-TR	295.00 295.00 590.00	TRAINING/TRAVEL/HOTEL TRAINING/TRAVEL/HOTEL *VENDOR TOTAL	101.4110.3200 101.4110.3200 101.4110.3400		MCC#DS-P-17-1 MCC#DS-P-17-1	000577 000577	P P	871 871	00107 00108
MN COPY SYSTEMS	0212-031117 PW COPIER 0212-031117 PW COPIER 0212-031117 PW COPIER 0212-031117 PW COPIER 0212-031117 PD COPIER	43.70 27.31 27.31 10.92 74.13 183.37	SERVICE CONTRACT SERVICE CONTRACT SERVICE CONTRACT SERVICE CONTRACTS PRINTING & BINDING *VENDOR TOTAL	101.4212.4015 703.4825.4015 709.4843.4015 715.4224.4015 101.4110.3400 101.4120.3200		211191 211191 211191 211191 211259			871 871 871 871 871	00109 00110 00111 00112 00113
MN STATE COLLEGES & UNIV	031517 REG DRIVING TR-JH 031517 REG DRIVING TR-BC 031517 REG DRIVING TR-ME 031517 REG DRIVING TR-DH 031517 REG DRIVING TR-JA 031517 REG DRIVING TR-BL 031517 REG DRIVING TR-TA	260.00 260.00 260.00 260.00 260.00 260.00 260.00 1,820.00	TRAINING/TRAVEL/HOTEL TRAINING/TRAVEL/HOTEL TRAINING/TRAVEL/HOTEL TRAINING/TRAVEL/HOTEL TRAINING/TRAVEL/HOTEL TRAINING/TRAVEL/HOTEL TRAINING/TRAVEL/HOTEL *VENDOR TOTAL	101.4120.3200 101.4120.3200 101.4120.3200 101.4120.3200 101.4120.3200 101.4120.3200 101.4120.3200 101.4120.3200		031617 031617 031617 031617 031617 031617 031617 031617	028273 028273 028273 028273 028273 028273 028273 028273	P P P P P P P P	871 871 871 871 871 871 871 871	00099 00100 00101 00102 00103 00104 00105

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
NM VALLEY TESTING LABORA	032017 WASTE WTR TESTS	684.20	SEWER TESTING	709.4843.4844		855169			871	00114
MOBILE HEALTH SERVICES I	SCBA/FIT TEST (1)	108.00	PROFESSIONAL SERV PHYSIC	101.4120.3011		30944	028269	P	871	00115
MOSS & BARNETT	0217 CHARTER FRANCHISE	36.00	LEGAL SERVICES	101.4060.3005		663221			871	00211
PERMITWORKS	0217 ACCESS/SUPPORT-BI	252.92	OTHER CONTRACTUAL SERVIC	101.4140.4070		2017-0064			871	00195
PLEAA	0510-051217 SPRING TR-KS	85.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		032117	000582	P	871	00116
POWERHOUSE OUTDOOR EQUIP	STIHL POLE SAW/TRADE	436.35	MISCELLANEOUS	101.4228.4010		405759	028054	P	871	00169
RESOURCE TRAINING SOLUTI	MICROSOFT ONLINE TRAININ	79.00	TRAINING/TRAVEL/HOTEL	101.4212.3200		28324	010060	P	871	00196
	MICROSOFT ONLINE TRAININ	79.00	TRAINING/TRAVEL/HOTEL	101.4091.3200		28324	010060	P	871	00197
	MICROSOFT ONLINE TRAININ	158.00	TRAINING/TRAVEL/HOTEL	101.4140.3200		28324	010060	P	871	00198
	MICROSOFT ONLINE TRAININ	134.00	TRAINING/TRAVEL/HOTEL	101.4051.3200		28324	010060	P	871	00199
	MICROSOFT ONLINE TRAININ	130.35	TRAINING/TRAVEL/HOTEL	703.4825.3200		28324	010060	P	871	00200
	MICROSOFT ONLINE TRAININ	130.35	TRAINING/TRAVEL/HOTEL	709.4843.3200		28324	010060	P	871	00201
	MICROSOFT ONLINE TRAININ	79.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		28324	010060	P	871	00202
		790.00	*VENDOR TOTAL							
RON'S CABINETS, INC.	DOOR/DRAWER/ETC UPDATE	2,827.00	REPAIR & MAINTENANCE	101.4094.3700		34385	028531	P	871	00117
RUSSELL/LORRAINE	0317 LANDSCAPE CONSULT	500.00	OTHER CONTRACTUAL SERVIC	101.4552.4070		0317			871	00214
SEH INC	0217 PW FACILITY	291.00	ENGINEERING COSTS	443.4214.6301		329005			871	00190
	0217 17TH AVE S PH 2	1,008.50	ENGINEERING COSTS	442.4214.6301		329792			871	00187
	0217 TRAIL	67.00	GENERAL ENGINEERING	101.4211.3015		329793			871	00188
	0217 KWIK TRIP-WAIT AV N	376.00	GENERAL ENGINEERING	101.4211.3015		329793			871	00175
	0217 WATER MAPS	48.00	GENERAL ENGINEERING	101.4211.3015		329793			871	00176
	0217 GIS MAPPING	375.00	GENERAL ENGINEERING	101.4211.3015		329793			871	00177
	0217 ZONING	450.00	GENERAL ENGINEERING	101.4211.3015		329793			871	00178
	0217 ANNEXATION	375.00	GENERAL ENGINEERING	101.4211.3015		329793			871	00179
	0217 STATE AID	87.00	GENERAL ENGINEERING	101.4211.3015		329793			871	00180
	0217 3RD ST N	87.00	GENERAL ENGINEERING	101.4211.3015		329793			871	00181
	0217 BEL CLARE ESTATES	261.00	GENERAL ENGINEERING	101.4211.3015		329793			871	00182
	0217 BEL CLARE EST EXP	4.24	GENERAL ENGINEERING	101.4211.3015		329793			871	00183
	0217 DEVELOPMENT	87.00	GENERAL ENGINEERING	101.4211.3015		329793			871	00184
	0217 WINDSOR GREENE	87.00	GENERAL ENGINEERING	101.4211.3015		329793			871	00185
	0217 OPEN BURNING ORD	225.00	GENERAL ENGINEERING	101.4211.3015		329793			871	00186

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SE#	INC	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
0217	WELL #6	EXP	13,971.50	GENERAL ENGINEERING	101.4211.3015		329793/329737			871	00188
0217	WELL #6	EXP	45.58	GENERAL ENGINEERING	101.4211.3015		329793/329737			871	00189
SELECT ACCOUNT			17,845.82	*VENDOR TOTAL							
0317	HSA USER	FEE CL	18.40	HOSPITALIZATION	101.4051.1500		1179886			871	00118
0317	HSA USER	FEE PLAN	4.00	HOSPITALIZATION	101.4091.1500		1179886			871	00119
0317	HSA USER	FEE CH	2.00	HOSPITALIZATION	101.4094.1500		1179886			871	00120
0317	HSA USER	FEE PD	76.90	HOSPITALIZATION	101.4110.1500		1179886			871	00121
0317	HSA USER	FEE BI	4.00	HOSPITALIZATION	101.4140.1500		1179886			871	00122
0317	HSA USER	FEE PW	20.88	HOSPITALIZATION	101.4212.1500		1179886			871	00123
0317	HSA USER	FEE SNOW	3.91	HOSPITALIZATION	101.4213.1500		1179886			871	00124
0317	HSA USER	FEE ST SWR	0.88	HOSPITALIZATION	101.4552.1500		1179886			871	00125
0317	HSA USER	FEE PARKS	5.06	HOSPITALIZATION	101.4552.1500		1179886			871	00126
0317	HSA USER	FEE WTR	13.53	HOSPITALIZATION	703.4825.1500		1179886			871	00127
0317	HSA USER	FEE SWR	8.54	HOSPITALIZATION	709.4843.1500		1179886			871	00128
SHIFT TECHNOLOGIES INC			158.10	*VENDOR TOTAL							
NETWORK SERVICE			57.50	REPAIR & MAINTENANCE	703.4825.3700		50743			871	00208
0317 SERVER LEASE			972.00	OTHER CONTRACTUAL SERVIC	101.4051.4070		50786			871	00129
SPECTRUM SUPPLY			1,029.50	*VENDOR TOTAL							
TISSUE/CLEANER/ETC-CH			110.56	REPAIR & MAINTENANCE SUP	101.4094.2200		54188			028527 P	871 00130
ST CLOUD ACQUISITION COM			192.50	OPERATING SUPPLIES	101.4120.2100		1172060			028263 P	871 00131
WTR FIRE EXT/BRACKET/ETC											
ST CLOUD TAILOR SHOP			15.00	UNIFORMS	101.4110.2120		648478			000579 P	871 00132
ZIPPER REP-BN											
ST CLOUD TIMES #1076			29.00	ADVERTISEMENTS	101.4051.3300		033117			871	00203
0417 SUBSCRIPTION											
TWIN RIVER TIRE & AUTO I			284.90	REPAIR & MAINTENANCE	101.4110.3700		G256085/256086			000580 P	871 00052
TIRES (2) -PD SPARES											
UNUM LIFE INSURANCE COMA			51.73	LIFE INSURANCE	101.4051.1520		031417			871	00133
0417 LIFE PREMIUM CL			11.25	LIFE INSURANCE	101.4091.1520		031417			871	00134
0417 LIFE PREMIUM PLAN			5.63	LIFE INSURANCE	101.4094.1520		031417			871	00135
0417 LIFE PREMIUM CH			214.31	LIFE INSURANCE	101.4110.1520		031417			871	00136
0417 LIFE PREMIUM PD			11.25	LIFE INSURANCE	101.4140.1520		031417			871	00137
0417 LIFE PREMIUM BI			11.25	LIFE INSURANCE	101.4212.1520		031417			871	00138
0417 LIFE PREMIUM PW			56.68	LIFE INSURANCE	101.4213.1520		031417			871	00139
0417 LIFE PREMIUM SNOW			10.69	LIFE INSURANCE	101.4552.1520		031417			871	00140
0417 LIFE PREMIUM ST SWR			2.36	LIFE INSURANCE	101.4552.1520		031417			871	00141
0417 LIFE PREMIUM PARKS			13.62	LIFE INSURANCE	703.4825.1520		031417			871	00142
0417 LIFE PREMIUM WTR			30.05	LIFE INSURANCE	709.4843.1520		031417			871	00143
0417 LIFE PREMIUM SWR			19.93	LIFE INSURANCE							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
UNUM	LIFE INSURANCE COMA	232.16	DISABILITY INS & OTHERS	101.4051.1510		031417			871	00144
	0417 DIS PREM CI	48.47	DISABILITY INS & OTHERS	101.4091.1510		031417			871	00145
	0417 DIS PREM PLAN	19.88	DISABILITY INS & OTHERS	101.4094.1510		031417			871	00146
	0417 DIS PREM CH	1,174.01	DISABILITY INS & OTHERS	101.4110.1510		031417			871	00147
	0417 DIS PREM PD	39.75	DISABILITY INS & OTHERS	101.4110.1510		031417			871	00148
	0417 DIS PREM BI	212.50	DISABILITY INS & OTHERS	101.4212.1510		031417			871	00149
	0417 DIS PREM SNOW	34.79	DISABILITY INS & OTHERS	101.4213.1510		031417			871	00150
	0417 DIS PREM ST SWR	7.49	DISABILITY INS & OTHERS	715.4224.1510		031417			871	00151
	0417 DIS PREM PARKS	48.16	DISABILITY INS & OTHERS	101.4552.1510		031417			871	00152
	0417 DIS PREM WTR	133.56	DISABILITY INS & OTHERS	703.4825.1510		031417			871	00153
	0417 DIS PREM SWR	84.01	DISABILITY INS & OTHERS	709.4843.1510		031417			871	00154
		2,462.28	*VENDOR TOTAL							
VEENSTRA/BRADLEY THOMAS	0317 TELEVISED MEETINGS	300.00	LOCAL ACCESS EXPENSES	101.4051.8300		0317			871	00215
VERIZON WIRELESS SERVICE	0211-031017 PD LAPTOPS	490.35	REPAIR & MAINT-TECHNOLOG	101.4110.3711		9781943591			871	00162
VESSCO INC	TUBES (4)-WTP CHEMICALS	543.13	REPAIR & MAINTENANCE SUP	703.4822.2200		68937	028015	P	871	00161
VIRNIG/KARLA	0117 MISC MILEAGE	20.76	TRAINING/TRAVEL/HOTEL	101.4051.3200		030217			871	00163
	0217 MISC MILEAGE	23.01	TRAINING/TRAVEL/HOTEL	101.4051.3200		030217			871	00206
	0315-031717 MILES MCFOA	124.90	*VENDOR TOTAL	101.4051.3200		032417			871	00207
		168.67								
WINDAHL TECHNOLOGY, LLC.	STYLUS PENS #203/SPARE	34.00	REPAIR & MAINT-TECHNOLOG	101.4110.3711		1731	000566	P	871	00164
	BACKUP WATCHGUARD EQUIP	34.99	REPAIR & MAINT-TECHNOLOG	101.4110.3711		1734	000565	P	871	00165
	BACKUP WATCHGUARD LABOR	327.00	REPAIR & MAINT-TECHNOLOG	101.4110.3711		1734	000565	P	871	00166
		395.99	*VENDOR TOTAL							
XCEL ENERGY	0122-0222117 PW FACILITY	1,247.98	PUBLIC UTILITY SERVICES	101.4212.3600		537572008			871	00167
	0221-030317 PW FACILITY	1,659.88	PUBLIC UTILITY SERVICES	101.4212.3600		537759506			871	00168
		2,907.86	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	REPORT TOTALS:	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P	ID LINE
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1,144,714.20

RECORDS PRINTED - 000230

Schedule of Bills

FUND RECAP :

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	291,420.69
442	17TH AVE SOUTH	1,008.50
443	PUBLIC WORKS FACILITY	816,300.20
601	HOTEL MOTEL TAX	1,019.13
703	WATER FUND	20,365.12
709	SEWER FUND	13,488.16
715	STORMWATER FUND	1,112.40
TOTAL ALL FUNDS		1,144,714.20

BANK RECAP :

BANK NAME	DISBURSEMENTS
CHEK PLAZA PARK BANK	1,144,714.20
TOTAL ALL BANKS	1,144,714.20

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

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**Agenda Item No. 9**

Issue: Administrator Update

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Updates will be presented at the time of the meeting.

ADJOURNMENT

Respectfully submitted,

Shaunna Johnson, Administrator