



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

WAITE PARK CITY COUNCIL AGENDA (AMENDED)
TUESDAY, MAY 2, 2017 - 6:30 P.M.

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

Review and approve, May 2, 2017 Council Agenda

1. Consent Agenda:

Recommended action: approval of following items

- A. Approve Council Minutes of April 3, 2017
 - B. Approve Special Council Minutes of April 10, 2017
 - C. Approve Board of Appeal and Equalization Minutes of April 10, 2017
 - D. Approve Resolution for Super America Gambling License for MN Fishing Museum at 29 3rd Street NE
 - E. Approve Resolution for Super America Gambling License for MN Fishing Museum at 107 28th Ave South
 - F. Approve Resolution for Super America Gambling License for MN Fishing Museum at 1013 2nd Street South
 - G. Approve Off Sale 3.2 License for Kwik Trip at 458 Great Oak Drive
 - H. Approve Off Sale Tobacco License for Kwik Trip at 458 Great Oak Drive
 - I. Approve Massage Enterprise License for Laura Frank at 701 2nd Street S.
 - J. Approve Memorandum of Understanding with District 742
 - K. Approve Resolution on Viking Electric Development Agreement
2. Continued Nuisance Abatement Hearing – Utilization of Anderson Trucking Properties by Copart – Old Highway Road N.
3. Preliminary and Final Plat Loghouse Properties LLC, 3032 1st Street South
4. Approve Change Order for Public Works Facility
5. Council/Mayor
- A. Review and Approve Bills
6. Administrator
- A. Consideration of Hearing Loop System for Council Chambers**
 - B. Update

ADJOURN

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

**PLEDGE OF ALLEGIANCE
OPEN FORUM**

Review and Approve May 2, 2017 City Council Agenda

Councilmember _____ moved that the Council Agenda for May 2, 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 April 3, 2017
- B. Approve Special Council Meeting Minutes of April 10, 2017
- C. Approve Board of Appeal and Equalization Minutes of April 10, 2017
- D. Approve Resolution for Super American Gambling License for MN Fishing museum at 29 3rd Street NE
- E. Approve Resolution for Super American Gambling License for MN Fishing Museum at 107 28th Avenue South
- F. Approve Resolution for Super American Gambling License for MN Fishing Museum at 1013 2nd Street South
- G. Approve Off Sale 3.2 License for Kwik Trip at 458 Great Oak Drive
- H. Approve Off Sale Tobacco License for Kwik Trip at 458 Great Oak Drive
- I. Approve Massage Therapist License for Laura Frank at 701 2nd Street South
- J. Approve Memorandum of Understanding with District 742
- K. Approve Resolution on Viking Electric Development Agreement

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

APRIL 3, 2017

A meeting of the Waite Park City Council was held at Waite Park City Hall on Monday, April 3, 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 Deputy Clerk-Treasurer Virnig, Chief of Police Bentrud, Public Works Director Schluenz, Planning and Community Development Director Noerenberg, Fire Chief Aleshire, Attorney Hansmeier, SEH Engineer Wotzka

OTHERS PRESENT

Robert Eschen, Scott Fuller, Brandon Plautz, Cory Schueler, Tina Lamberts, Patrick Henry, Kevin Brink, Nate Meyer, Matt Duffy, Sharon Richter, John Reed, Jim Schleper, Douglas Boser, Steve Feneis

OPEN FORUM

Robert Eschen, stated he used to live on 10th Ave N in Waite Park. He has been going around asking for donations for Blue and White Cab in regards to the accident that killed a cab driver recently in East St. Cloud. He stated donations are being accepted at the Veteran's Hospital and the American Legion for the Blue and White Cab Fund.

COUNCIL AGENDA

Motion by Member Schulz, second by Member Theisen, to approve the 4/3/17 Council Agenda as presented. The motion carried unanimously.

1. CONSENT AGENDA

Motion by Member Theisen, second by Member Linquist, to approve the following 4/3/17 Consent Agenda items:

- 1.A. Approved Council Minutes of March 6, 2017
- 1.B. (Pulled for voting purposes – regarding Council Minutes of March 22, 2017)
- 1.C. Approved 2017 Property Casualty Insurance Renewal
- 1.D. (Pulled for discussion – regarding Plans and Specifications for 2017 Cloud Park Street Improvement)
- 1.E. Approved Lake Wobegon Trail Extension Plan Resolution (**RESOLUTON NO. 040317-01**)
- 1.F. Approved Massage License for Hai Lan Massage LLC at 125 Waite Avenue North
- 1.G. Approved Joint Powers Agreement Central MN Violent Offender Task Force
- 1.H. Approved Joint Powers Agreement with Sherburne County Crime Analysis Unit
- 1.I. (Pulled for discussion – regarding Purchase of Officer Protective Equipment)
- 1.J. Approved Temporary Liquor License for Waite Park Family Fun Fest
- 1.K. Approved Classification and Sale of Forfeited Lands at 249 34th Avenue South
- 1.L. Approved Landscape Coordinator Contract
- 1.M. Approved Babe Ruth Agreement
- 1.N. Approved CMACC Contract

The motion carried unanimously.

1.B. COUNCIL MINUTES OF MARCH 22, 2017

Member Theisen stated he would like to abstain from voting because he was not at the meeting. Motion by Member Linquist, second by Member Schneider, to approve the Council Minutes of March 22, 2017.

Ayes: Mayor Miller, Members Linquist, Schneider, Schulz

Nays: None

Abstained: Member Theisen

The motion carried.

1.D. 2017 PLANS AND SPECIFICATIONS FOR CLOUD PARK STREET IMPROVEMENT

Member Theisen questioned what the life expectancy is when a street is paved. City Engineer Wotzka stated it is about 20 years.

Motion by Member Theisen, second by Member Schulz, to approve the 2017 Plans and Specifications for Cloud Park Street Improvement. The motion carried unanimously.

1.I. PURCHASE OF OFFICER PROTECTIVE EQUIPMENT

Member Theisen questioned if the equipment would be shared with other cities. Chief of Police Bentrud stated that this equipment would just be for Waite Park's police officers.

Motion by Member Theisen, second by Member Schneider, to approve the purchase of officer protective equipment. The motion carried unanimously.

3. PATRICK HENRY – HOMELESS AWARENESS PRESENTATION

Patrick Henry and Tina Lamberts, who serve on the Housing First Taskforce of the Homelessness Community Solutions Team of United Way of Central Minnesota gave a presentation. Mr. Henry stated the perception that people have is that homeless people need to get other things in order first like mental health, addictions, finances, etc. before they are worthy of a home. He then stated the simple point is that what people who are experiencing homelessness need first is a home. Housing First is a policy, a program and even more fundamentally, a mindset that treats as neighbors, not as cases, people who are experiencing homelessness. They are asking the City of Waite Park to start imagining Waite Park as a city that is committed to the simple and revolutionary proposition that what people who are experiencing homelessness need is a home. Housing First has been a national movement for a couple of decades.

Ms. Lamberts then talked about Group Residential Housing (GRH) and how the regulations have changed and is available for single residential housing. GRH can help someone that has unoccupied rental housing to get homeless people in them. People are moved into housing and then get help getting the services they need. The state helps fund this because it saves money in the long run.

The main point of the presentation is that housing is what solves homelessness. They are asking the City Council to look favorably on and perhaps even encourage ventures by realtors and other landlords to find opportunities within Waite Park to establish homes for those experiencing homelessness for which the resources available through GRH can be drawn upon.

3. ORDINANCE AMENDMENTS AND ADDITIONS

3.A. ORDINANCE 94 AMENDMENTS – OPEN BURNING RESTRICTIONS

Presented was 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 the definitions 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 were 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, and Subd.8 were eliminated because they are covered in the new section 94.4.

3.A. ORDINANCE 94 AMENDMENTS – OPEN BURNING RESTRICTIONS (Cont'd.)

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 the new 94.4.
6. Current ordinance 94.4 and 94.5 were eliminated and covered in the 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 the elimination of sections of the old ordinance and have been adjusted for numerical order.

A 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 by having an on-line application and permit approval process.

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.

Fire Chief Aleshire addressed questions from the Council. Member Linquist questioned what the timeline would be for getting a permit approved. Fire Chief Aleshire stated a 48-hour approval process will be put in place so that he has time to review and process the request. The Assistant Fire Chief will also be available to approve permits when the Fire Chief is not available.

Motion by Member Schneider, second by Member Schulz, to approve the Repeal of Ordinance 94 – Open Burning Restrictions and approve the Re-enactment of Ordinance 94 – Open Burning Restrictions and Summary Publication as presented. The motion carried unanimously. **(ORDINANCE NO. 2017-01)**

3.B. ORDINANCE 52 AMENDMENTS – ZONING AMENDMENTS

3.C. ORDINANCE 53 AMENDMENTS – SIGN REGULATIONS

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 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.

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 1st 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 8th, 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.

3.B. ORDINANCE 52 AMENDMENTS – ZONING AMENDMENTS (Cont'd.)**3.C. ORDINANCE 53 AMENDMENTS – SIGN REGULATIONS (Cont'd.)**

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 increased 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, 28th Avenue Corridor District, the creation of which is being considered separately.

The Planning Commission reviewed the request at their March 21st, 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 were presented. New language is noted as underlined. Removed language is noted as strikethrough. It is proposed to change the sign areas for the B-2 and B-3 districts both at 200 square feet maximum.

3.B. ORDINANCE 52 AMENDMENTS – ZONING AMENDMENTS (Cont'd.)

3.C. ORDINANCE 53 AMENDMENTS – SIGN REGULATIONS (Cont'd.)

The Planning Commission is supportive of the proposed amendments and Staff recommends approval of the ordinance amendments as outlined and proposed.

Motion by Member Linquist, second by Member Theisen, to approve the Amendments and Summary Publication for Ordinance 52.28, 52.29 and 52.30 as presented. The motion carried unanimously. Mayor Miller did state that he does not like the ½ acre lots. **(ORDINANCE 2017-02)**

Motion by Member Schulz to table for further discussion the proposed Amendments to Ordinance 53. He feels the proposed sign size is too big and wants to discuss it further. No one seconded the motion, therefore it failed.

Motion by Member Schneider, second by Member Theisen, to approve the proposed Amendments to Ordinance 53 and Summary Publication as presented.

Ayes: Mayor Miller, Members Linquist, Schneider, Theisen

Nays: Member Schulz

Abstained: None

The motion carried. **(ORDINANCE 2017-03)**

3.D. ESTABLISHMENT OF I-3 28TH AVENUE CORRIDOR DISTRICT AND B-2 COMMERCIAL/GENERAL BUSINESS DISTRICT TO I-3, 28TH AVENUE CORRIDOR DISTRICT

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 presented 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 was presented 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.

3.D. ESTABLISHMENT OF I-3 28TH AVENUE CORRIDOR DISTRICT AND B-2 COMMERCIAL/GENERAL BUSINESS DISTRICT TO I-3, 28TH AVENUE CORRIDOR DISTRICT (Cont'd.)

The Planning Commission, at their March 21st, 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, 28th Avenue Corridor District and rezoning of the proposed subject area to I-3, 28th 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, 28th Avenue Corridor District, and the second is the rezoning of properties within the subject area to the new 28th Avenue Corridor District.

Member Theisen questioned whether 28th Avenue would be renamed in the future. It was determined that this could possibly happen, but not in the immediate future.

Motion by Member Schneider, second by Member Schulz, to approve the ordinance amendment establishing the I-3, 28th Avenue Corridor District as presented. The motion carried unanimously. **(ORDINANCE NO. 2017-04)**

Motion by Member Schneider, second by Member Linquist, to approve the rezoning of subject properties from I-1, Light Industrial District and B-2, Commercial/General Business District to I-3, 28th Avenue Corridor District. The motion carried unanimously.

4. PRELIMINARY AND FINAL PLAT FOR ST CLOUD AREA EARLY CHILDHOOD CENTER

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.

In the fall of 2016, the Planning Commission reviewed the request for a 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, including 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 was presented. 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.

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.

4. PRELIMINARY AND FINAL PLAT FOR ST CLOUD AREA EARLY CHILDHOOD CENTER (Cont'd.)

Traffic Flow was discussed. It was determined this was discussed and approved earlier and will be addressed as part of the permitting process.

Motion by Member Schneider, second by Member Theisen, to approve the preliminary and final plat of St. Cloud Area Early Childhood Center, 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.

SEH Engineer Wotzka questioned if the plats were submitted to the County for review. Planning and Community Development Director Noerenberg did not know the answer to that, but there is still time to incorporate any comments the County has on this.

Ayes: Mayor Miller, Members Schneider, Schulz, Theisen

Nays: Member Linquist

Abstained: None

The motion carried.

5. AMENDMENT TO PLANNED UNIT DEVELOPMENT FOR GROUND/ELEVATED MONUMENT SIGNAGE FOR SILVER LEAF LODGING GROUP LLC

A 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 presented exhibit. The existing billboard upon the property was noted as remaining in place.

The submitted 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, 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 were presented. 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 6th 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 and estimating the location and general size of the proposed sign, it

5. AMENDMENT TO PLANNED UNIT DEVELOPMENT FOR GROUND/ELEVATED MONUMENT SIGNAGE FOR SILVER LEAF LODGING GROUP LLC (Cont'd.)

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 6th 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 were visible on the presented 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 was presented. Per the permit 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 square foot 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 21st, 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.

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 the Planning Commission or City Council. Any proposed deviations for plans or designs submitted shall be subject to review and approval of the Community Development Director, and, if changes are deemed major, additional review and approval of the 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 the 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 the Community Development Director.

5. AMENDMENT TO PLANNED UNIT DEVELOPMENT FOR GROUND/ELEVATED MONUMENT SIGNAGE FOR SILVER LEAF LODGING GROUP LLC (Cont'd.)

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.

Member Linquist had concerns with too many signs in one area, given the fact that there is a corner lot right next to the Silver Leaf project that is not developed yet and has a different owner. The issue of possibly sharing a sign for the two properties was also discussed.

Motion by Member Schneider, second by Member Theisen, to approve the amendment to the Planned Unit Development as submitted, with the following additional conditions:

1. Signage location and areas are limited to those reviewed and approved, including wall signage that did not require review/approval of the Planning Commission or City Council. Any proposed deviations for plans or designs submitted shall be subject to review and approval of the 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 the 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.

Ayes: Mayor Miller, Members Schneider, Theisen

Nays: Member Linquist, Schulz

Abstained: None

The motion carried.

6. NUISANCE ABATEMENT HEARING – UTILIZATION OF ANDERSON TRUCKING PROPERTIES BY COPART – OLD HIGHWAY ROAD NORTH

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 1st, 2017, advising of the determination and requiring removal of all vehicles and equipment upon the site by March 6th, 2017. The subject items were not removed, as staff expected, and Copart’s legal counsel has opted

6. NUISANCE ABATEMENT HEARING – UTILIZATION OF ANDERSON TRUCKING PROPERTIES BY COPART – OLD HIGHWAY ROAD NORTH (Cont'd.)

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 was presented. 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 was presented. 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 was presented.

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 9th, 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 was presented.

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 1st, 2017, a copy of which was presented. 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

6. NUISANCE ABATEMENT HEARING – UTILIZATION OF ANDERSON TRUCKING PROPERTIES BY COPART – OLD HIGHWAY ROAD NORTH (Cont'd.)

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 was presented.

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 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.

6. NUISANCE ABATEMENT HEARING – UTILIZATION OF ANDERSON TRUCKING PROPERTIES BY COPART – OLD HIGHWAY ROAD NORTH (Cont'd.)

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.

Staff recommends setting June 1, 2017 as the deadline for removal of all vehicles/equipment and discontinuance of the site by Copart.

Matt Duffy, representing Copart, feels that Copart is a permitted use within the City's light industrial use district. Copart takes in vehicles that are damaged in floods, hail storms, and from charities and financial institutions, etc. to get them titled so they can be sold. They are then sold through an on-line auction site. There is no selling that goes on on-site, it all goes on through an auction site and money exchanges hands through the internet. People then pick up their merchandise and leave. Mr. Duffy also stated there is no reducing of the vehicle on-site. The only thing removed is the license plates for privacy reasons. They are willing to work with the City to make it a process and an asset like they are in any other community they are located in. He stated there are five factors to determine if a vehicle is junked and Copart does not deal with junked vehicles. Copart is an asset management company. They are asking that the City of Waite Park does not rescind their approval or classify their operation as a nuisance. Other representatives and supporters were present at the meeting in support of Copart. There were also letters submitted from the St. Cloud Chamber of Commerce and the Greater St. Cloud Development Corporation.

Motion by Member Linquist, second by Member Schulz, to table the issue to May 1, 2017 so more review and discussion can take place before a final decision is made.

John Reed, the acquisitions director for Copart, stated they are a 200-facility strong, publicly traded asset management company. They employ 6,000 people and are headquartered in Dallas. They are also overseas in the UK, Canada, Germany, South America, the Middle East and soon to be in India and China. They are a global operation. They sell about \$2.2 million assets a year. He would like to compel the Council to consider the choices that they can be in the community. They can be a driving force for employment and good business practice. They are growing out of their place in Avon, Minneapolis and East Bethel and would like to operate in Waite Park, which is a very strategic location for their business. Any vehicle that they cannot sell over the internet is removed in a timely fashion by a qualified vendor under contract with them. They hold the vehicle on average from 45-90 days. He would like the Council to consider allowing their business in Waite Park.

Ayes: Members Linquist, Schneider, Schulz

Nays: Mayor Miller, Member Theisen

Abstained: None

The motion carried.

7. PUBLIC WORKS ITEMS

7.A. SALT BUILDING

Oertel Architects received 3 quotes for the Salt Building. They are as follows: Greenfield \$78,709.00, Greystone Construction \$79,545.00 and KUE Contractors \$136,783.00. The Engineer Estimate is \$80,000.00.

7. PUBLIC WORKS ITEMS
7.A. SALT BUILDING

There is a \$836 difference between the two low bids. Oertel Architects is recommending awarding the salt building to Greystone Construction, as they know them well and have worked with them on many projects.

Staff is recommending awarding Greystone Construction the salt building project for the Public Works Facility in the amount of \$79,545.00.

Motion by Member Schulz, second by Member Schneider, to awarding Greystone Construction the salt building for Public Works Facility for the cost of \$79,545.00.

Ayes: Mayor Miller, Members Linquist, Schneider, Schulz

Nays: Mayor Theisen

Abstained: None

Member Theisen feels the low bid should be awarded. The motion carried.

7.B. EQUIPMENT PURCHASES FROM BUDGET

The table below shows the items the public works department would like to purchase.

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 plow 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	

Public Works Director Schluenz gave details of the pieces of equipment his department would like to purchase. Staff recommends the purchase of an Exmark mower for \$11,993.99, the purchase of a ¾ ton Utility Truck and Equipment for \$40,168.96, a Bobcat 3400G Utility vehicle with cab & heater for \$15,248.00 and a 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 the New Public Works Facility.

Member Linquist questioned the purchase of a Bobcat 3400G utility vehicle instead of a Gator. He stated then there will be more equipment requested for the Bobcat 3400G in the future. Public Works

7.B. EQUIPMENT PURCHASES FROM BUDGET (Cont'd.)

Director Schluenz stated the Bobcat 3400G will be more functional and has more versatility. He is not asking for any other equipment for the Bobcat at this time.

Motion by Member Schulz, second by Member Schneider, to approve the purchase of an Exmark mower for \$11,993.99, the purchase of a ¾ ton Utility Truck and Equipment for \$40,168.96, the purchase of a Bobcat 3400G Utility vehicle with cab and heater for \$15,248.00 and Bobcat attachment planner, the purchase of a 16" All Purpose Drum for \$11,348.00 and the \$8,041.05 under budget amount going to New Furnishings fund for the New Public Works Facility.

Ayes: Mayor Miller, Members Schneider, Schulz, Theisen
Nays: Mayor Linquist
Abstained: None
The motion carried.

7.C. CHANGE ORDER #2 FOR PUBLIC WORKS FACILITY

Staff has combined several smaller change order items into one larger Change Order #2. There are several items included in this change order, which were presented. 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 because the proposal had four door frames included instead of the two that are needed. All the items included in the change order were presented. There are some increases and deducts. The total change order request is \$12,234.00

Staff is recommending approval of Change Order #2 for Public Works Facility.

Motion by Member Theisen, second by Member Schneider, to approve Change Order #2 in the amount of \$12,234.00 for the Public Works Facility. The motion carried unanimously.

8. COUNCIL/MAYOR

8.A. REVIEW AND APPROVE BILLS

Motion by Member Schneider, second by Member Schulz, to authorize payment of the accounts payable list (0117M1, 0117M2, 0317D1, 0317D2, 0317D3). The motion carried unanimously.

Mayor Miller stated a letter was received stating Mayor and County Recognition Day for National Service is tomorrow, April 4, 2017. The City of Waite Park has five people that volunteer for the Foster Grandparents Program. They are S. Maurita Niedzielski, Kay Heins, David Leslie, Mary Schill and Aggie Steichen.

Mayor Miller stated a thank you letter was received from the Good Samaritan Fund for the donation they received from the City of Waite Park.

Member Schneider stated he received a check in the amount of \$971.22 payable to the City of Waite Park from the funds that were left at Liberty Bank from the Dan Butkowski Memorial Fund. Motion by Member Schneider, second by Member Theisen to accept the funds from the Dan Butkowski Memorial Fund and receipted into the City's Parkland Dedication fund. The motion carried unanimously.

6. ADMINISTRATOR

6.A. UPDATE

City Administrator Johnson was not present at the meeting, therefor there were no updates given.

ADJOURNMENT

Mayor Miller declared the meeting adjourned at 8:39 p.m.

Richard E. Miller
Mayor

Karla Virnig
Deputy Clerk-Treasurer

WAITE PARK CITY COUNCIL SPECIAL MEETING

APRIL 10, 2017

A special meeting of the Waite Park City Council was held at Waite Park City Hall on Monday, April 10, 2017 beginning at 6:10 PM.

MEMBERS PRESENT

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

CITY REPRESENTATIVES PRESENT

City Representatives present were City Administrator Johnson, Deputy Clerk-Treasurer Virnig, Chief of Police Benrud, Public Works Director Schluenz

OTHERS PRESENT

There were no signatures on an attendance sheet.

COUNCIL AGENDA

Motion by Member Linquist, second by Member Theisen, to approve the 4/10/17 Council Agenda as presented. The motion carried unanimously.

1. CONSENT AGENDA

Motion by Member Linquist, second by Member Schneider, to approve the following 4/10/17 Consent Agenda items:

- 1.A. Approved Separation and Release Agreement between City of Waite Park, Teamsters Local No. 320, and Gary Curtis
- 1.B. Approved SEH preparing Water Supply Plan

The motion carried unanimously.

ADJOURNMENT

Mayor Miller declared the meeting adjourned at 6:11 p.m.

Richard E. Miller
Mayor

Shaunna Johnson
City Administrator

WAITE PARK BOARD OF APPEAL & EQUALIZATION**APRIL 10, 2017**

The annual Waite Park Board of Appeal and Equalization meeting was held at the Waite Park City Hall on Monday, April 10, 2017 beginning at 6:30 PM.

MEMBERS PRESENT

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

CITY REPRESENTATIVES PRESENT

City Representative present were City Administrator Johnson, Deputy Clerk-Treasurer Virnig

COUNTY ASSESSORS PRESENT

Don Ramler, Scott Hemmesch, Kathy Korte

OTHERS PRESENT

Gene Poser

INTRODUCTION

Don Ramler, Scott Hemmesch and Kathy Korte from the Stearns County Assessor's Office first introduced themselves. Mr. Ramler stated he assesses commercial, industrial and apartment properties. Mr. Hemmesch stated he assesses residential properties and Ms. Korte stated she helps with all the properties in the City of Waite Park.

PID NO. 98.60688.0000 – SGP PROPERTIES

Estimated Market Value of \$119,100.00

Gene Poser, who owns this parking lot, along with three other properties on 4th Avenue NE, which include Gruber's Quilt Shop (98.60679.0000, 98.60680.0000, 98.60689.0000), stated in 2003 the parking lot (98.60688.0000) was assessed at \$49,900, the 2017 assessment is \$124,100. He questioned why a parking lot would be assessed so high.

Mr. Ramler stated commercial property saw a land increase of fifty cents per square foot this year and when you apply that to a vacant land parcel you will see a 6-10% increase in the assessment. Mr. Ramler stated the 2016 assessed value of this property was \$119,100, so the increase to the 2017 assessment was \$5,000.

PID NO. 98.60671.0018 & PID NO. 60671.0021 – GARY STANG

Mr. Ramler presented a letter from Gary Stang who indicated he recently purchased two 8-unit townhomes in November of 2016. The purchase price was \$1,736,000. Personal property was valued at \$63,000, which gave a net value of \$1,713,000. The 2017 Estimated Market Value for 98.60671.0018 is \$1,001,500. The 2017 Estimated Market Value for 98.60671.0021 is \$772,000. The total 2017 Estimated Market Value for the two properties is \$1,773,500. Mr. Stang reported the appraised value of the two properties was \$1,800,000, which included personal property. Mr. Ramler stated he could recommend the appraised value of \$1,800,000 minus the personal property value of \$63,000, which would then give a 2017 Estimated Market Value of \$1,737,000 and Mr. Stang was in agreement of that.

Motion by Member Schneider, second by Member Schulz, to decrease the total valuation of PID No. 98.60671.0018 & 98.60671.0021 from \$1,773,500 to \$1,737,000. The motion carried unanimously.

Mr. Ramler then gave an overview of the 2017 Assessment. He stated there was an Estimated Market Value of the properties in Waite Park to be \$14,000,055 and of that \$13,000,000 was commercial and industrial properties, which included the redevelopment of the Kmart property, the expansion of FedEx and Mick Welding, and the Luther Honda, Kwik Trip, and Family Dentistry additions to name a few. Overall, Residential saw a 4-7% increase in values, Agricultural a 0-3% increase in values and Commercial a 3-6% increase in values. He is anticipating values going up again next year.

Mr. Hemmesch stated residential is selling pretty quickly, so values may go up again next year. On-site assessments for residential are completed every five years, but now are being done in blocks of areas.

MEETING ADJOURNED

Mayor Miller adjourned the meeting at 6:40 p.m.

Richard E. Miller
Mayor

Shaunna Johnson
City Administrator

Consent Agenda Item D: Resolution for Super America Gambling License for MN Fishing Museum at 29 3rd Street NE

Attached for approval is a Gambling Premise & Permit Application Licenses for Minnesota Fishing Museum and Hall of Fame, Little Falls. Premises to be Super America a Northern Tier Retail, located at 29 3rd St NE, Waite Park, MN 56387. Optimist Club of St Cloud will be leaving the Premises when Minnesota Fishing Museum and Hall of Fame, Little Falls, obtains the leasing rights to the premise. Minnesota Fishing Museum and Hall of Fame, Little Falls Gambling Managers criminal background check came back approved for licensing and all fees have been paid in full.

LG214 Premises Permit Application

Annual Fee \$150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

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

Mail the application and required attachments to:

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

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

ORGANIZATION INFORMATION

Organization Name: Minnesota Fishing Museum License Number: _____

Chief Executive Officer (CEO) Jeff Doy Daytime Phone: _____

Gambling Manager: Mark Christensen Daytime Phone: _____

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: SuperAmerica Store #5029

List any previous names for this location:

JM 3rd/SA 3rd

Street address where premises is located: 29 3rd ST Ne
(Do not use a P.O. box number or mailing address.)

City: OR Township:	County:	Zip Code:
Waite Park	Stearns	56387

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

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

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

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

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

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

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: _____ Bank Account Number: _____

Bank Street Address: _____ City: St. Cloud State: **MN** Zip Code: _____

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

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

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

<p>CITY APPROVAL for a gambling premises located within city limits</p> <p>City Name: _____</p> <p>Date Approved by City Council: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 10px auto; width: 80%;"> <p>Local unit of government must sign.</p> </div>	<p>COUNTY APPROVAL for a gambling premises located in a township</p> <p>County Name: _____</p> <p>Date Approved by County Board: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>
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ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|

 Signature of Chief Executive Officer (designee may not sign)	3-21-17 Date
---	-----------------

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public	information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;	Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.
---	---	---

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

MINNESOTA LAWFUL GAMBLING
LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION

Organization: Minnesota Fishing Museum	License/Site Number:	Daytime Phone: (320) 616-2011
Address: 304 West Broadway	City: Little Falls	State: Zip: MN 56345
Name of Leased Premises: SuperAmerica Store #5029	Street Address: 29 3rd ST Ne	
City: Waite Park	State: Zip: MN 56387	Daytime Phone: 320-240-6853
Name of Legal Owner: Northern Tier Retail, LLC	Business/Street Address: 576 Bielenberg Drive, Suite 200	
City: Woodbury	State: Zip: MN 55125	Daytime Phone: 952-432-0689
Name of Lessor (if same as legal owner, write "SAME"): SAME	Address:	
City:	State: Zip:	Daytime Phone:

Check applicable item:
 New or amended lease. Effective date: _____. Submit changes at least ten days **before** the effective date of the change.
 New owner. Effective date: _____. Submit new lease **within** ten days after new lessor assumes ownership.

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

<input checked="" type="checkbox"/> Pull-Tabs (paper)	<input type="checkbox"/> Electronic Pull-Tabs
<input type="checkbox"/> Pull-Tabs (paper) with dispensing device	<input type="checkbox"/> Electronic Linked Bingo
<input type="checkbox"/> Bar Bingo <input type="checkbox"/> Bingo	Electronic games may only be conducted:
<input type="checkbox"/> Tipboards	1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or
<input type="checkbox"/> Paddlewheel <input type="checkbox"/> Paddlewheel with table	2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

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

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

ALL GAMES, including electronic games: Monthly rent to be paid: ____%, not to exceed **10%** of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed \$1,750.**
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

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

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

ALL OTHER GAMES: Monthly rent to be paid: 20%, not to exceed **20%** of gross profits from all other forms of lawful gambling.

- If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **\$1,750** cap.

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

Bingo rent is limited to one of the following:

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

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 90 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

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

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

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

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

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

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

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

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

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

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

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

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


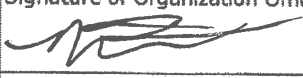
- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case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

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

ACKNOWLEDGMENT OF LEASE TERMS

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

Other terms of the lease:

Signature of Lessor: 	Date: 3-28-17	Signature of Organization Official (Lessee): 	Date: 3/28/17
Print Name and Title of Lessor: ROGER K. BURTON VP - RETAIL		Print Name and Title of Lessee: Mark Christensen Gambling Manager	

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

Mail or fax lease to:
Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

MINNESOTA LAWFUL GAMBLING
LG1017 Reporting Premises Permit Changes

9/15

Use a separate sheet for each site.

ORGANIZATION INFORMATION

Organization Name: St. Cloud Youth Hockey Association License Number _____
Premises Name: Super America Waite Park Site Number: 008

GAMBLING DISCONTINUED

Last day gambling activity conducted (date): 4/22/17

GAMBLING BANK ACCOUNT (must be in Minnesota)

Added. Bank Name: _____ Account Number: _____
Address: _____ City: _____ Zip Code: _____

Closed. Bank Name: _____ Account Number: _____
Address: _____ City: _____ Zip Code: _____

GAMBLING BANK NAME CHANGE (must be in Minnesota)

Previous Bank Name: _____
New Bank Name: _____ Account Number: _____
Address: _____ City: _____ Zip Code: _____

CHANGES TO OFF-SITE STORAGE

Temporary or permanent off-site storage in **Minnesota** for records and games.

Added.
Address: _____ City: _____ Zip Code: _____

Deleted.
Address: _____ City: _____ Zip Code: _____

ACKNOWLEDGMENT

I declare that all information is true, accurate, and complete.

Nicole O'Hotto Signature of Chief Executive Officer or Gambling Manager Date 4/12/17

Print Name: Nicole O'Hotto Title: Chief Executive Officer
 Gambling Manager

WITHIN TEN DAYS OF CHANGE, SUBMIT TO:

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

Phone: 651-539-1900
Fax: 651-639-4032

For instructions on which forms to submit for other premises permit-related changes, see the next page.

Data privacy notice: The information requested on this form and any attachments will be used by the Gambling Control Board to determine your qualifications to be involved in lawful gambling activities in Minnesota.

**RESOLUTION NO. 050217-
CITY OF WAITE PARK**

**RESOLUTION APPROVING PREMISES PERMIT FOR JM SUPER AMERICA
WAITE PARK**

WHEREAS, Minnesota Fishing Museum and Hall of Fame, Little Falls, has applied for a Gambling Premise Permit; and

WHEREAS, the Gambling Premise will be located at Northern Tier Retail Super America Waite Park, 29 3rd St NE, Waite Park, MN 56387 and Optimist Club of St. Cloud Gambling Premise Permit has been removed.

THEREFORE, BE IT RESOLVED that the City of Waite Park, Stearns County, Minnesota does hereby approve a gambling premises for Northern Tier Retail Super America Waite Park, 29 3rd St NE, Waite Park, MN 56387.

Adopted by the Council this 2nd day of May, 2017.

Shaunna Johnson
City Administrator-Clerk-Treasurer

Richard E. Miller
Mayor

ACTION ON THIS RESOLUTION:

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

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Waite Park City Council at a duly authorized meeting held on 05/02/2017.

Shaunna Johnson
City Administrator-Clerk-Treasurer

Consent Agenda Item E: Resolution for Super America Gambling License for MN Fishing Museum at 107 28th Avenue South

Attached for approval is a Gambling Premise & Permit Application Licenses for Minnesota Fishing Museum and Hall of Fame, Little Falls. Premises to be Super America a Northern Tier Retail, located at 107 28th Ave S, Waite Park, MN 56387. Optimist Club of St Cloud will be leaving the Premises when Minnesota Fishing Museum and Hall of Fame, Little Falls, obtains the leasing rights to the premise. Minnesota Fishing Museum and Hall of Fame, Little Falls Gambling Managers criminal background check came back approved for licensing and all fees have been paid in full.

LG214 Premises Permit Application

Annual Fee \$150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

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

Mail the application and required attachments to:

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

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

ORGANIZATION INFORMATION

Organization Name: Minnesota Fishing Museum License Number: _____

Chief Executive Officer (CEO) Jeff Doy Daytime Phone: _____

Gambling Manager: Mark Christensen Daytime Phone: _____

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: SuperAmerica Store #5027

List any previous names for this location:

JM 75/SA 75

Street address where premises is located: 107 28th Ave S.
(Do not use a P.O. box number or mailing address.)

City:	OR	Township:	County:	Zip Code:
Waite Park			Stearns	56387

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

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

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

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

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

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

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: _____ Bank Account Number: _____

Bank Street Address: _____ City: St. Cloud State: **MN** Zip Code: _____

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

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

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

**CITY APPROVAL
for a gambling premises
located within city limits**

**COUNTY APPROVAL
for a gambling premises
located in a township**

City Name: _____

County Name: _____

Date Approved by City Council: _____

Date Approved by County Board: _____

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

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

Signature of City Personnel: _____

Signature of County Personnel: _____

Title: _____ Date Signed: _____

Title: _____ Date Signed: _____

**Local unit of government
must sign.**

TOWNSHIP NAME: _____

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|



Signature of Chief Executive Officer (designee may not sign)

3-21-17

 Date

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public</p>	<p>information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;</p>	<p>Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format, i.e. large print, braille, upon request.

MINNESOTA LAWFUL GAMBLING
LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION

Organization: Minnesota Fishing Museum	License/Site Number:	Daytime Phone: (320) 616-2011
Address: 304 West Broadway	City: Little Falls	State: Zip: MN 56345
Name of Leased Premises: SuperAmerica Store #5027	Street Address: 107 28th Ave S.	
City: Waite Park	State: Zip: MN 56387	Daytime Phone: 320-254-4586
Name of Legal Owner: Northern Tier Retail, LLC	Business/Street Address: 576 Bielenberg Drive, Suite 200	
City: Woodbury	State: Zip: MN 55125	Daytime Phone: 952-432-0689
Name of Lessor (if same as legal owner, write "SAME"): SAME	Address:	
City:	State: Zip:	Daytime Phone:

Check applicable item:

New or amended lease. Effective date: _____. Submit changes at least ten days **before** the effective date of the change.

New owner. Effective date: _____. Submit new lease **within** ten days after new lessor assumes ownership.

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

<input checked="" type="checkbox"/> Pull-Tabs (paper)	<input type="checkbox"/> Electronic Pull-Tabs
<input type="checkbox"/> Pull-Tabs (paper) with dispensing device	<input type="checkbox"/> Electronic Linked Bingo
<input type="checkbox"/> Bar Bingo <input type="checkbox"/> Bingo	Electronic games may only be conducted: 1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or 2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.
<input type="checkbox"/> Tipboards	
<input type="checkbox"/> Paddlewheel <input type="checkbox"/> Paddlewheel with table	

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

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

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

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

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

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

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

Bingo rent is limited to one of the following:

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

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 90 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

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

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

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

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

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

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

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

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

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

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

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

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



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

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

ACKNOWLEDGMENT OF LEASE TERMS

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

Other terms of the lease:

Signature of Lessor: 	Date: 3-28-17	Signature of Organization Official (Lessee): 	Date: 3-28-17
Print Name and Title of Lessor: ROGER K. BURTON VP-RETAIL		Print Name and Title of Lessee: Mark Christensen Gambling Manager	

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

Mail or fax lease to:
 Minnesota Gambling Control Board
 1711 W. County Road B, Suite 300 South
 Roseville, MN 55113
 Fax: 651-639-4032

MINNESOTA LAWFUL GAMBLING
LG1017 Reporting Premises Permit Changes

9/15

Use a separate sheet for each site.

ORGANIZATION INFORMATION

Organization Name: Optimized Club of St. Cloud License Number: _____
Premises Name: SA on 3rd Warbe Park Site Number: 027

GAMBLING DISCONTINUED

Last day gambling activity conducted (date): 3/27/17

GAMBLING BANK ACCOUNT (must be in Minnesota)

Added. Bank Name: _____ Account Number: _____
Address: _____ City: _____ Zip Code: _____
 Closed. Bank Name: _____ Account Number: _____
Address: _____ City: _____ Zip Code: _____

GAMBLING BANK NAME CHANGE (must be in Minnesota)

Previous Bank Name: _____
New Bank Name: _____ Account Number: _____
Address: _____ City: _____ Zip Code: _____

CHANGES TO OFF-SITE STORAGE

Temporary or permanent off-site storage **in Minnesota** for records and games.

Added.
Address: _____ City: _____ Zip Code: _____
 Deleted.
Address: _____ City: _____ Zip Code: _____

ACKNOWLEDGMENT

I declare that all information is true, accurate, and complete.

Signature of Chief Executive Officer or Gambling Manager: Mark Emerson

Date: 3/23/17

Print Name: Mark Emerson

Title: Chief Executive Officer
 Gambling Manager

WITHIN TEN DAYS OF CHANGE, SUBMIT TO:

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

Phone: 651-539-1900
Fax: 651-639-4032

For instructions on which forms to submit for other premises permit-related changes, see the next page.

Data privacy notice: The information requested on this form and any attachments will be used by the Gambling Control Board to determine your qualifications to be involved in lawful gambling activities in Minnesota.

**RESOLUTION NO. 050217-
CITY OF WAITE PARK**

**RESOLUTION APPROVING PREMISES PERMIT FOR JM SUPER AMERICA
WAITE PARK**

WHEREAS, Minnesota Fishing Museum and Hall of Fame, Little Falls, has applied for a Gambling Premise Permit; and

WHEREAS, the Gambling Premise will be located at Northern Tier Retail Super America Waite Park, 107 28th Ave S, Waite Park, MN 56387 and Optimist Club of St. Cloud Gambling Premise Permit has been removed.

THEREFORE, BE IT RESOLVED that the City of Waite Park, Stearns County, Minnesota does hereby approve a gambling premises for Northern Tier Retail Super America Waite Park, 107 28th Ave S, Waite Park, MN 56387.

Adopted by the Council this 2nd day of May, 2017.

Shaunna Johnson
City Administrator-Clerk-Treasurer

Richard E. Miller
Mayor

ACTION ON THIS RESOLUTION:

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

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Waite Park City Council at a duly authorized meeting held on 05/02/2017.

Shaunna Johnson
City Administrator-Clerk-Treasurer

Consent Agenda Item F: Resolution for Super America Gambling License for MN Fishing Museum at 1013 2nd Street South

Attached for approval is a Gambling Premise & Permit Application Licenses for Minnesota Fishing Museum and Hall of Fame, Little Falls. Premises to be Super America a Northern Tier Retail, located at 1013 2nd St S, Waite Park, MN 56387. St Cloud Youth Hockey Association will be leaving the Premises when Minnesota Fishing Museum and Hall of Fame, Little Falls, obtains the leasing rights to the premise. Minnesota Fishing Museum and Hall of Fame, Little Falls Gambling Managers criminal background check came back approved for licensing and all fees have been paid in full.

LG214 Premises Permit Application

Annual Fee \$150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

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

Mail the application and required attachments to:

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

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

ORGANIZATION INFORMATION

Organization Name: Minnesota Fishing Museum License Number: _____

Chief Executive Officer (CEO) Jeff Doy Daytime Phone: _____

Gambling Manager: Mark Christensen Daytime Phone: _____

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: SuperAmerica Store #5014

List any previous names for this location:

JM WP/SA Waite Park

Street address where premises is located: 1013 2nd St South
(Do not use a P.O. box number or mailing address.)

City: OR Township:	County:	Zip Code:
Waite Park	Stearns	56387

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

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

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

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

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

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

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: _____ Bank Account Number: _____

Bank Street Address: _____ City: St. Cloud State: **MN** Zip Code: _____

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

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

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

<p>CITY APPROVAL for a gambling premises located within city limits</p> <p>City Name: _____</p> <p>Date Approved by City Council: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 10px auto; width: 80%;"> <p>Local unit of government must sign.</p> </div>	<p>COUNTY APPROVAL for a gambling premises located in a township</p> <p>County Name: _____</p> <p>Date Approved by County Board: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>
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ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|

 Signature of Chief Executive Officer (designee may not sign)	<p style="font-size: 1.5em; margin: 0;">3-21-17</p> Date
--	---

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public</p>	<p>information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;</p>	<p>Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format, i.e. large print, braille, upon request.

MINNESOTA LAWFUL GAMBLING
LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION

Organization: Minnesota Fishing Museum	License/Site Number:	Daytime Phone: (320) 616-2011
Address: 304 West Broadway	City: Little Falls	State: Zip: MN 56345
Name of Leased Premises: SuperAmerica Store #5014	Street Address: 1013 2nd St South	
City: Waite Park	State: Zip: MN 56387	Daytime Phone: 320-254-4586
Name of Legal Owner: Northern Tier Retail, LLC	Business/Street Address: 576 Bielenberg Drive, Suite 200	
City: Woodbury	State: Zip: MN 55125	Daytime Phone: 952-432-0689
Name of Lessor (if same as legal owner, write "SAME"): SAME	Address:	
City:	State: Zip:	Daytime Phone:

Check applicable item:
 New or amended lease. Effective date: _____ . Submit changes at least ten days **before** the effective date of the change.
 New owner. Effective date: _____ . Submit new lease **within** ten days after new lessor assumes ownership.

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

<input checked="" type="checkbox"/> Pull-Tabs (paper)	<input type="checkbox"/> Electronic Pull-Tabs
<input type="checkbox"/> Pull-Tabs (paper) with dispensing device	<input type="checkbox"/> Electronic Linked Bingo
<input type="checkbox"/> Bar Bingo <input type="checkbox"/> Bingo	Electronic games may only be conducted:
<input type="checkbox"/> Tipboards	1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or
<input type="checkbox"/> Paddlewheel <input type="checkbox"/> Paddlewheel with table	2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

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

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

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

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

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

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

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

Bingo rent is limited to one of the following:

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

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 90 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGMENT OF LEASE TERMS

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

Other terms of the lease:

Signature of Lessor:

Roger K. Burton

Date:

3-28-17

Signature of Organization Official (Lessee):

Mark Christensen

Date:

3/28/17

Print Name and Title of Lessor:

ROGER K. BURTON VP - RETAIL

Print Name and Title of Lessee:

Mark Christensen Gambling Manager

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

Mail or fax lease to:

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

Fax:

651-639-4032

MINNESOTA LAWFUL GAMBLING
LG1017 Reporting Premises Permit Changes

9/15

Use a separate sheet for each site.

ORGANIZATION INFORMATION

Organization Name: Optimist Club of St. Cloud License Number: _____
Premises Name: Speedstop on 75 Site Number: 020

GAMBLING DISCONTINUED

Last day gambling activity conducted (date): 3/27/17

GAMBLING BANK ACCOUNT (must be in Minnesota)

Added. Bank Name: _____ Account Number: _____
Address: _____ City: _____ Zip Code: _____
 Closed. Bank Name: _____ Account Number: _____
Address: _____ City: _____ Zip Code: _____

GAMBLING BANK NAME CHANGE (must be in Minnesota)

Previous Bank Name: _____
New Bank Name: _____ Account Number: _____
Address: _____ City: _____ Zip Code: _____

CHANGES TO OFF-SITE STORAGE

Temporary or permanent off-site storage in Minnesota for records and games.

Added.
Address: _____ City: _____ Zip Code: _____
 Deleted.
Address: _____ City: _____ Zip Code: _____

ACKNOWLEDGMENT

I declare that all information is true, accurate, and complete.

Signature of Chief Executive Officer or Gambling Manager: Mark Emerson Date: 3/23/17
Print Name: Mark Emerson Title: Chief Executive Officer
 Gambling Manager

WITHIN TEN DAYS OF CHANGE, SUBMIT TO:

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

Phone: 651-539-1900
Fax: 651-639-4032

For instructions on which forms to submit for other premises permit-related changes, see the next page.

Data privacy notice: The information requested on this form and any attachments will be used by the Gambling Control Board to determine your qualifications to be involved in lawful gambling activities in Minnesota.

**RESOLUTION NO. 050217-
CITY OF WAITE PARK**

**RESOLUTION APPROVING PREMISES PERMIT FOR JM SUPER AMERICA
WAITE PARK**

WHEREAS, Minnesota Fishing Museum and Hall of Fame, Little Falls, has applied for a Gambling Premise Permit; and

WHEREAS, the Gambling Premise will be located at Northern Tier Retail Super America Waite Park, 1013 2nd St S, Waite Park, MN 56387 and St. Cloud Youth Hockey Association Gambling Premise Permit has been removed.

THEREFORE, BE IT RESOLVED that the City of Waite Park, Stearns County, Minnesota does hereby approve a gambling premises for Northern Tier Retail Super America Waite Park, 1013 2nd St S, Waite Park, MN 56387.

Adopted by the Council this 2nd day of May, 2017.

Shaunna Johnson
City Administrator-Clerk-Treasurer

Richard E. Miller
Mayor

ACTION ON THIS RESOLUTION:

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

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Waite Park City Council at a duly authorized meeting held on 05/02/2017.

Shaunna Johnson
City Administrator-Clerk-Treasurer

Consent Agenda Item G: Off Sale 3.2 License for Kwik Trip at 458 Great Oak Drive

Attached for Council approval is a new Off-Sale 3.2 Liquor License at Kwik Trip, Inc., located at 458 Great Oak Dr, Waite Park, MN. All personal and financial background checks came back good. All Fees, and the Application has been completed and filed with the City. If approved, the new license will go into effect upon State approval.



CITY OF

Waite Park

WHERE MINNESOTA CONNECTS

APPLICATION FOR 3.2 MALT LIQUOR OFF SALE LICENSE

The Undersigned hereby applies for the following:

\$ 50.00 Off Sale 3.2 Malt Liquor License (January-December)

SIGNATURE: *Donald P. Ziethorn*
(NOTE: SIGNATURE IS REQUIRED)

Corporation/Partnership Name: *Kwik Trip, Inc.*

Partner Name: _____ DOB: _____
SS# _____ Home Address: _____

Partner Name: _____ DOB: _____
SS# _____ Home Address: _____

Partner Name: _____ DOB: _____
SS# _____ Home Address: _____

Owner's Name: *Donald P. Ziethorn* DOB: _____
SS# _____ Home Address: _____

Business Name: *Kwik Trip #166*
Business Address: *458 Great Oak Dr.*
City/State/Zip: *Waite Park, MN 56387*

APPLICATION, NECESSARY PAPERWORK & FEES MUST BE RETURNED TO THE CITY ADMINISTRATOR'S OFFICE FOR REVIEW AT LEAST 60 DAYS PRIOR TO THE OPENING DATE FOR CITY COUNCIL AND STATE APPROVAL.

~ANY QUESTIONS PLEASE CALL JESSIE WHEELER AT (320) 252-6822~



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
 444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
 1) City issued on sale intoxicating and Sunday liquor licenses
 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Waite Park License Period From: 7-24-17 To: 12-31-17

Circle One: New License License Transfer _____ Suspension _____ Revocation _____ Cancel _____
(former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating _____ Sunday Liquor _____ 3.2% On sale _____ 3.2% Off Sale

Fee(s): On Sale License fee: \$ _____ Sunday License fee: \$ _____ 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ 50.00

Licensee Name: Kwik Trip, Inc. (corporation, partnership, LLC, or Individual) DOB 12-4-34 Social Security # _____

Business Trade Name Kwik Trip #160 Business Address 458 Great Cat Dr City Waite Park

Zip Code 56387 County Stearns Business Phone _____ Home Phone _____

Home Address _____ City _____ Licensee's MN Tax ID # _____
(To Apply call 651-296-6181)

Licensee's Federal Tax ID # _____
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

<u>Donald P. Zietlow, President & CEO</u>	_____	_____	_____
P: _____	_____	Social Security # _____	Home Address _____
<u>Mark S. Zietlow, Asst. Sec.</u>	_____	_____	_____
(I _____	_____	Social Security # _____	Home Address _____
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: Zurich American Ins. Co. Policy # _____

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature _____ Date _____
(title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.

Consent Agenda Item H: Off Sale Tobacco License for Kwik Trip at 458 Great Oak Drive

Attached for Council approval is a new Tobacco License for Kwik Trip, Inc., located at 458 Great Oak Dr, Waite Park, MN. All personal and financial background checks came back good. All Fees, Liquor Liability Insurance and the Application are paid, completed and filed with the City. If approved, the new license will go into effect upon State approval.



CITY OF

Waite Park

WHERE MINNESOTA CONNECTS

APPLICATION FOR TOBACCO LICENSE

The undersigned hereby applies for the following:

\$60.00 Tobacco Application Fee



(Signature is required)

Donald P. Zietlow
(Print Name)

Business Name: Kwik Trip #160
Business Address: 458 Great Oak Dr.
Business Phone #: not assigned yet - will provide

License Application to Make Retail Sales of Cigarette and Other Tobacco Products

To be completed by applicant when applying for a license with a city or county.

Print or type

Applicant's Minnesota tax ID number

The Minnesota tax ID must be issued in the same legal name of the licensee below.

FOR MUNICIPAL USE ONLY

License authority
License number
Period covered
Date of issuance

Cigarettes/tobacco products will be sold (a separate license is required for each location or vending machine):

Over counter Through vending machine Both

Licensee's legal name Kwik Trip, Inc.	Federal employer ID number (FEIN)
Business trade name (doing business as) Kwik Trip # 160	Daytime phone
Complete address of business location (permit location) 458 Great Oak Dr.	County Stearns
City Waite Park	State MN
	Zip code 56387
Mailing address (if different than business address) PO Box 2107	City La Crosse
	State WI
	Zip code 54602-2107

Business information

Type of legal organization (check one):

Sole proprietor Minnesota corporation: Enter date of incorporation _____

Partnership Out-of-state corporation: State of incorporation Wisconsin

Other (describe) _____ Are you registered to do business in Minnesota? Yes No

Corporate officers or partners (attach a list if necessary)

Name Donald P. Zietlow	Title President
Address	City State Zip code
Name Mark S. Zietlow	Title Asst. Sec.
Address	City State Zip code

Statement of understanding

As a licensed tobacco products or cigarette retailer, I understand that:

1. I can purchase cigarettes only from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

Sign here

Licensee signature 	Title President	Print name Donald P. Zietlow	Date 4-13-17	Daytime phone
Licensing agent's signature	Title	Print name	Date	Daytime phone

License applicant: Submit this form to the licensing authority along with the license application.

Licensing authority: Mail or fax a copy of approved form to:
Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.

Consent Agenda Item I: Massage Enterprise License for Laura Frank at 701 2nd Street South

Massage Enterprise Laura Frank will be leasing a space located at 701 2nd Street S, Waite Park. Background and Credit checks have been ran for Laura Frank, all fees have been paid and this Massage Enterprise is contingent upon the approval of the Chief of Police, Dave Bentrud.

Consent Agenda Item J: Memorandum of Understanding with District 742

Attached is a copy of the Memorandum of Understanding (MOU) which provides funding from District 742 to the City of Waite Park for the purpose of staffing a School Resource Officer position. This MOU covers the 2017-2018 school year. The terms of this MOU were originally drafted in March 2014 as required by our 2013 COPS Grant. This MOU met the standards required by the COPS Office and brought us into compliance. Further, this agreement increases the assistance we receive from District 742 to staff a School Resource Officer position by \$7,000.00 from \$23,000.00 to a total of \$30,000.00.

MEMORANDUM OF UNDERSTANDING
CITY OF WAITE PARK, WAITE PARK POLICE DEPARTMENT AND
ST. CLOUD AREA INDEPTENDENT SCHOOL DISTRICT #742

Providing for Cooperative Funding and Establishing Responsibilities of the School Resource Officer Program

This Agreement, entered into by and between St. Cloud Area Independent School District #742, hereinafter referred to as District 742, the City of Waite Park, hereinafter referred to as the City and the Waite Park Police Department, hereinafter referred to as the Police Department all parties being governmental and political subdivisions of the State of Minnesota; witnesseth,

WHEREAS, the City, the Police Department and District 742 have responsibilities to promote the School Resource Officer Program at Discovery and McKinley school buildings; with the stated purpose of maintaining and increasing safety at schools and in the neighboring communities.

WHEREAS, the City, the Police Department and District 742 have powers to implement the School Resource Officer Program in the local school system; and,

WHEREAS, the Minnesota Legislature in its 1991 session authorized District 742 to levy in 1991 and subsequent years payable in 1992 and subsequent years, for the purpose of assisting in the funding of additional School Resource Officers; and,

NOW, THEREFORE, THE CITY AND DISTRICT 742, pursuant to the authority contained in Minnesota Statues Section 471.59, commonly known as the Memorandum of Understanding, in order to accomplish the foregoing purpose agrees as follows:

I. DISTRICT 742 TO PROVIDE FUNDING

- A. District 742 shall provide supplemental funding to the City for the purpose of expanding the School Resource Officer positions in the amount of \$30,000.00 for the 2017-2018 school year.
- B. Payment will be made twice a year.

II. CITY TO PROVIDE A SCHOOL RESOURCE OFFICER

- A. The Police Department shall provide a licensed peace officer employed by the City to serve as a School Resource Officer and the department will be responsible for the selection of officers that adhere to the principles of community policing. The School Resource Officer shall be assigned by the Chief of Police to the School Resource Officer Program. The School Resource Officer's primary responsibility as a peace officer assigned to the School Resource Officer Program will be:
 - 1. Handling requests for calls for service in and around schools.
 - 2. Conducting comprehensive safety and security assessments.
 - 3. Developing emergency management and incident response systems based on the National Incident Management System (NIMS) and the four phases of emergency management: mitigation/prevention, preparedness, response, and recovery.
 - 4. Developing and implementing safety plans or strategies.
 - 5. Integrating appropriate security equipment/technology solutions, including incorporating crime prevention through environmental design (CPTED) as appropriate to enhance school safety.
 - 6. Responding to unauthorized persons on school property.
 - 7. Serving as liaisons between the school and other police agencies, investigative units, or juvenile justice authorities when necessary and consistent with applicable civil rights laws and privacy laws.

8. Serving as a member of a multidisciplinary school team to refer students to professional services within both the school (guidance counselors or social workers and the community (youth and family service organizations).
9. Building relationships with juvenile justice counselors to help connect youth with needed services.
10. Developing and expanding crime prevention efforts for students.
11. Developing and expanding community justice initiatives for students.
12. School Resource Officers will not respond to or be responsible for requests to resolve routine discipline problems involving students.
13. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators, unless the violation or misbehavior involves criminal conduct.

III. SCHOOL TO PROVIDE

- A. A secure work space for the School Resource Officer to conduct interviews and maintain confidential records,
- B. Establishing standing meetings that the School Resource Officer should be a participant in.
- C. School administrators will assist in identifying problems and evaluating progress under the Memorandum of Understanding.
- D. School Administration should insure that staff cooperates with police investigations and any subsequent actions related to crime or criminal activity on campus to the extent permitted by state and federal privacy acts relating to educational or personnel data.

IV. INFORMATION SHARING

- A. All information sharing will be in compliance with Federal privacy laws, including the Family Educational Rights and Privacy Act of 1974 [FERPA], the Health Insurance Portability and Accountability Act of 1996 [HIPAA], and other civil rights laws.
- B. Per Minnesota Statue 260B.171 Subd. 5(e) The head of a law enforcement agency or a person specifically given the duty by the head of the law enforcement agency shall notify the superintendent or chief administrative officer of a juvenile's school of an incident occurring within the agency's jurisdiction if:
 1. the agency has probable cause to believe that the juvenile has committed an offense that would be a crime if committed as an adult, that the victim of the offense is a student or staff member of the school, and that notice to the school is reasonably necessary for the protection of the victim; or
 2. The agency has probable cause to believe that the juvenile has committed an offense described in paragraph (a), below that would be a crime if committed by an adult, regardless of whether the victim is a student or staff member of the school.
 - a. Disposition order; copy to school. If a juvenile is enrolled in school, the juvenile's probation officer shall ensure that either a mailed notice or an electronic copy of the court's disposition order be transmitted to the superintendent of the juvenile's school district or the chief administrative officer of the juvenile's school if the juvenile has been adjudicated delinquent for committing an act on the school's property or an act:
 - i. that would be a violation of section 609.185 (first-degree murder); 609.19 (second-degree murder); 609.195 (third-degree murder); 609.20 (first-degree manslaughter); 609.205 (second-degree manslaughter); 609.21 (criminal vehicular homicide and injury); 609.221 (first-degree assault); 609.222 (second-degree

assault); 609.223 (third-degree assault); 609.2231 (fourth-degree assault); 609.224 (fifth-degree assault); 609.2242 (domestic assault); 609.24 (simple robbery); 609.245 (aggravated robbery); 609.25 (kidnapping); 609.255 (false imprisonment); 609.342 (first-degree criminal sexual conduct); 609.343 (second-degree criminal sexual conduct); 609.344 (third-degree criminal sexual conduct); 609.345 (fourth-degree criminal sexual conduct); 609.3451 (fifth-degree criminal sexual conduct); 609.498 (tampering with a witness); 609.561 (first-degree arson); 609.582, subdivision 1 or 2 (burglary); 609.713 (terroristic threats); or 609.749(stalking), if committed by an adult;

ii. that would be a violation of section 152.021 (first-degree controlled substance crime); 152.022(second-degree controlled substance crime); 152.023 (third-degree controlled substance crime); 152.024(fourth-degree controlled substance crime); 152.025 (fifth-degree controlled substance crime); 152.0261(importing a controlled substance); 152.0262 (possession of substances with intent to manufacture methamphetamine); or 152.027 (other controlled substance offenses), if committed by an adult; or

3. That involved the possession or use of a dangerous weapon as defined in section 609.02, subd. 6.
 - a. A law enforcement agency is not required to notify the school under this paragraph if the agency determines that notice would jeopardize an ongoing investigation. For purposes of this paragraph, "school" means a public or private elementary, middle, secondary, or charter school.

C. In any county in which the county attorney operates or authorizes the operation of a juvenile prepetition or pretrial diversion program, a law enforcement agency or county attorney's office may provide the juvenile diversion program with data concerning a juvenile who is a participant in or is being considered for participation in the program.

1. Upon request of a local social services agency, peace officer records of children who are or may be delinquent or who may be engaged in criminal acts may be disseminated to the agency to promote the best interests of the subject of the data.
2. Upon written request, the prosecuting authority shall release investigative data collected by a law enforcement agency to the victim of a criminal act or alleged criminal act or to the victim's legal representative, except as otherwise provided by this paragraph. Data shall not be released if:
 - a. the release to the individual subject of the data would be prohibited under section 13.821; or
 - b. the prosecuting authority reasonably believes:
 - (i) that the release of that data will interfere with the investigation; or
 - (ii) that the request is prompted by a desire on the part of the requester to engage in unlawful activities.

V. LAW ENFORCEMENT RECORDS 121A.28.

- A. A law enforcement agency shall provide notice of any drug incident occurring within the agency's jurisdiction, in which the agency has probable cause to believe a student violated section 152.021, 152.022, 152.023, 152.024, 152.025, 152.0262, 152.027, 152.092, 152.097, or 340A.503, subdivision 1, 2, or 3. The notice shall be in writing and shall be provided, within two

weeks after an incident occurs, to the chemical abuse pre-assessment team in the school where the student is enrolled.

VI. Supervision Responsibility and Chain of Command

A. The Department Sergeant given primary responsibility over the School Resource Officer program will have primary responsibility for the supervision of the officer assigned to the School Resource Officer program.

VII. TERMINATION OF AGREEMENT

Either party to Agreement may terminate the Agreement on the anniversary date of June 30 with a six (6) month notice to the other party.

INDEPENDENT SCHOOL DISTRICT NO. 742

CITY OF WAITE PARK, MINNESOTA

By: _____
Willie Jett
Superintendent

By: _____
Richard Miller
Mayor

Date: _____

Date: _____

By: _____
Amy Skaalerud
Interim Director of Business Services

By: _____
David Bentrud
Chief of Police

Date: _____

Date: _____

Consent Agenda Item K: Resolution on Viking Electric Development Agreement

In mid-April staff was contacted by legal counsel representing a potential sale or transaction for the Viking Electric property at 625 1st Street South, requesting review and confirmation that the development agreement that was entered into for the project has been completed.

Staff reviewed and noted that a cursory review indicated that the terms of the development have been fulfilled. However, it was noted during review that the development agreement contained a clause that a Certificate of Compliance must be approved by the City Council to formally find that the terms of the agreement have been fulfilled. The interested party requested the Certificate of Compliance be completed.

The property has been determined to be in compliance with the terms of the development agreement. A copy of the development agreement is enclosed for reference. Staff recommends adoption of the attached resolution approving the Certificate of Compliance.

CERTIFICATE OF COMPLIANCE

WHEREAS, the City of Waite Park, a Minnesota municipal corporation (the “City”) entered into a certain contract for development with Electric Holdings One, LLC, a Minnesota limited liability company, (the “Developer”) dated as of the 15th day of December, 2014, and recorded in the office of the County Recorder for Stearns County, Minnesota, on December 23, 2014, as document number A1434812, (the “Agreement”) which provided for the development of the property at 625 First Street South, Waite Park, Stearns County, Minnesota, more specifically described as follows, to-wit:

Lot One (1), Block One (1), Inventure Electric Avenue, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Stearns County, Minnesota.

(the “Property”)

and

WHEREAS, the Agreement contains certain covenants, conditions and obligations the breach of which by Developer, its successors and assigns, will result in an event of default and the right to exercise remedies by the City, and

WHEREAS, the Developer has completed the improvements to the Property in compliance with the Development Agreement in a manner deemed sufficient to the City of Waite Park to permit the execution and recording of this Certificate of Compliance.

NOW, THEREFORE,

1. The City of Waite Park certifies that all covenants, conditions and obligations and other improvements, specified to be done and made by the Developer in accordance with the Development Agreement dated December 15, 2014, and filed for record in the office of the County Recorder for Stearns County, Minnesota, on December 23, 2014, as document number A1434812 have been completed and that the land described herein and the Developer, its successors and assigns, is forever released from all requirements under the Agreement.

Dated this _____ day of May, 2017.

CITY OF WAITE PARK

By _____
Richard E. Miller, Mayor

By _____
Shaunna Johnson, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this ____ day of May, 2017, by Richard E. Miller, Mayor, and Shaunna Johnson, City Administrator, of the City of Waite Park, a Minnesota municipal corporation, on behalf of the City of Waite Park, Grantor.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Gordon H. Hansmeier - #40770
Rajkowski Hansmeier Ltd.
11 Seventh Avenue North
P.O. Box 1433
St. Cloud, MN 56302
Telephone: (320) 251-1055

46 CW 12/22

OFFICE OF COUNTY RECORDER
STEARNS COUNTY, MINNESOTA

Document: A1434812

Certified, Filed, and/or Recorded on

December 23, 2014 11:33 AM

DIANE GRUNDHOEFER
STEARNS COUNTY RECORDER



DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this 15 day of December, 2014, by and between the City of Waite Park, a Minnesota municipal corporation, hereinafter called the ("City"), and Electric Holdings One, LLC, a Minnesota limited liability company, hereinafter called the ("Developer" and "Owner.")

WITNESSETH:

WHEREAS, Electric Holdings One, LLC, is the fee owner of certain real property hereinafter called the ("Property") or the ("Development Property") located within the City limits which is currently platted as Lot 1, Block 1, Inventure Electric Avenue.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, IT IS HEREBY AGREED AS FOLLOWS:

1. REQUEST FOR PLAT APPROVAL. The Owner and Developer asked the City to approve the Plat which was approved by City Council on July 21, 2014, under the condition it includes an easement of 30 feet, (15 feet each side of sanitary sewer line) running from east to west of the platted property lines, Plat was recorded on October 15, 2014. Plat is attached as Exhibit A-1

2. CONDITIONS OF PLAT APPROVAL. The City hereby approved the Plat on the condition (1) that the Developer enter into this Agreement; (2) that Developer provide the necessary security in accordance with the terms of this Agreement guaranteeing the financial ability to construct the improvements and guaranteeing compliance with the terms of this Agreement and agrees to perform the obligations required under this Agreement; (3) the Owner provides the City with evidence satisfactory to the City that fee title to the Property has vested in Owner; and (4) the Plat shows the dedication of a sanitary sewer easement of 30 feet, (15 feet each side of sanitary sewer line) running from east to west of the platted property lines. This dedication is not currently shown on the recorded Plat of "Inventure Electric Avenue" which was signed and recorded on October 15, 2014. This dedication will need to be completed and shown

✓ Rajkowski Hansmeier

SCR 1 of 17

on the plat before "Certificate of Occupancy" is granted. This easement will require submitting a new plat/mylar which shall be filed and recorded on or before February 1, 2015. In no event shall a certificate of occupancy be issued before the new plat is recorded.

3. DEVELOPMENT PLANS AND REQUEST FOR PLAN APPROVAL.

a) The Developer has submitted to the City for approval the plans and drawings hereinafter called the ("Development Plan") listed on Exhibit B attached hereto and made a part hereof which describes the construction of a warehouse building and retail office on Lot 1, Block 1 (625 1st Street South) the Developer proposes to construct on the Property ("Project").

The review undertaken on behalf of the City by the engineer and/or the City's agents does not give rise to any claim or cause of action against the City or its agents on behalf of the Developer or any other party because of any act or omission or breach of duty during inspection and document review.

b) The Owner represents that it has obtained the written consent of all other persons having any interest in the Property or persons that may be entitled to notice of the proposed improvements and resulting assessments, if any; that such consents are attached to or incorporated into this Development Agreement, or if such consents have not been obtained, the name, address, and interest of each party known to Owner to have an interest, is attached hereto. If, at any time prior to the actual construction of the improvements and or assessment of the improvements upon the Property, Owner elects to transfer any interest, whether by option, purchase agreement or other transfer to a third party, Owner shall promptly give the name and address of such person, in writing, to the City Administrator, disclosing the interest transferred and the property affected. The parties holding a legal or equitable interest in the Property comprising the Plat are:

Electric Holdings One, LLC
Kensington Bank

c) The Developer has asked the City to grant final approval of the Development Plan for the Project to be constructed on the Property.

4. CONDITIONS OF DEVELOPMENT PLAN APPROVAL. The City, after requisite notice and hearing, has granted final approval of the Development Plan subject to the terms and conditions of this Agreement.

5. SCOPE OF AGREEMENT. This Agreement, and the terms and conditions hereof, apply only to the Project. This Agreement does not obligate Developer to construct the Project, but the Developer must comply with the Agreement if it goes forward with the Project. If Developer elects or is unable to go forward with the Project, or chooses not to rebuild the Project after a fire or casualty, it may propose to the City a new project or development for the Property, subject to the regulations then in effect for development approvals, and the Agreement shall not apply in any manner to such new proposal.

6. **RIGHT TO PROCEED.** The Developer may grade or otherwise disturb the earth, remove trees, construct sanitary sewer lines, water lines, storm sewer lines, ponds, streets, utilities, public or private improvements, or remove any buildings, before the development agreement is signed. This work is being allowed only under unusual circumstances which have occurred due to weather and the time of the year, for which the Developer needs to expedite the Project.

The Developer may not construct any buildings including footing and foundation work, until all the following conditions have been satisfied:

(1) this Agreement has been fully executed by all parties and filed with the City Administrator;

(2) all building plans have been submitted; and

(3) building permit is issued and fees have been paid, to include building and plumbing fees, land disturbance fee, WAS and SAC fees, water meter charges.

7. **REQUIRED WORK OF THE DEVELOPER.** The work the Developer shall pay for shall include, but is not limited to, the following:

- a) Curb and Gutter with Curb Cuts to City specifications
- b) Landscaping
- c) Drainage Improvements
- d) Storm Sewer connections
- e) Water and Sewer

1. with exception of the waterline that was discovered on the outer limits of the previously dedicated utility easement on the western property line. The water line location was determined to be at this location by exposing and surveying in the location. It also was determined that its existing location will be directly located under the far western wall in the northwestern part of the building. The Owner agrees to re-locate the water line in the area of the building where the conflict is occurring to a point not less than 10' from the building line and within the existing utility easement.

2. It was also determined that the existing 8" sanitary sewer line traversing the property on the northern side (from west to east was VCP (Vitrified Clay Pipe) the original plan is still in place to replace the portion located under the building with 8" PVC pipe and sleeve it inside a 20" steel casing, with sand fill being blown in around the sewer pipe. This provides for a means to make repairs on the line should the need arise, the casing pipe will be extended to the manhole on the west end of the property just past the property line and located in an existing utility easement, and to 15' east of the eastern building line on the east side of the property. While determining the location of this line it was found that it was in the best interest to both parties Developer and the City the remaining portion that was not planned to be replaced from the planned point on the east side of the property to replace and locate the manhole on the east property line and replace the VCP with PVC. This cost will be the responsibility of the

developer. During exploration it was also found that the property to the north being the owner of Grace Nacey doing business as Exhaust Pros. This sewer service runs across the northeaster

Drawing showing these issues are included in Exhibit C.

f) Parking Lot Surfacing and Signage

The improvements shall be installed in accordance with City standards, ordinances and plans and specifications which have been approved by the City Engineer, and/or City Staff. All expenses relating to these improvements, including, but not limited to, engineering, legal, fiscal, and other miscellaneous expenses, shall be paid by the Developer. The City is paying for one-half of the waterline relocation in the utility easement which amount shall not exceed \$12,500. Payment shall be made to contractor upon proof of work completed.

8. COMPLETION DEADLINES. The Developer agrees to proceed with said work entirely at its expense and to complete said work by October 15, 2015. The construction documents shall establish completion dates at or before the date shown above.

9. CLEAN UP. The Developer, or its agents or assigns, shall promptly clear from public streets and property any soil, earth or debris resulting from construction work by the Developer or its agents or assigns, respectively.

10. RESPONSIBILITY FOR COSTS.

a) Except as otherwise specified herein, the Developer shall be obligated to pay all costs incurred by it or the City in conjunction with the development of the plat, including, but not limited to, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, and all costs and expenses incurred by the City in monitoring and inspecting development and installing improvements.

b) All costs incurred in the review, development, and enforcement of this contract, including engineering and attorneys' fees.

c) All bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt.

d) Upon execution of this Agreement, the Developer shall furnish a cashier's check, or irrevocable letter of credit (the "Security") in favor of the City in an amount equal to \$21,000, which amount is one hundred twenty-five percent (125%) of the estimated costs, to include construction, engineering, legal, fiscal and administrative, as estimated by the City, of providing and installing all required improvements. The Security shall be in a form approved by the City Attorney, and shall be conditioned as to guarantee the actual completion and installation of such required improvements by October 15, 2015. The Security shall be for a term ending November 15, 2015. The City will reduce the amount of the Security as it deems appropriate prior to October 15, 2015, as the improvements required by paragraph 7 are completed. The Security shall secure compliance with the terms of this Contract and all financial obligations of the

Developer under it. In the event the Developer fails to pay any sum required by this Development Agreement when due, the City may draw down the Security to pay said sum.

11. **CITY AS THIRD PARTY BENEFICIARY.** The City shall not have any direct contractual relationship with the Developer's Contractors, but shall be considered a third party beneficiary to the contract entered between the Developer and the Contractors. The City shall not be liable to the Contractor for Developer's breach of a duty to the Contractor.

12. **PARKLAND DEDICATION FEE.** The Owner shall contribute \$29,321.71 to the City in lieu of a dedication of land for parks with payment to be made on or before the Certificate of Occupancy is given.

13. **RIGHT OF WAY DEDICATION OF LAND.** The Owner shall dedicate 5,612.64 sq. ft. of Parcel No. 98.60535.0000 for street right-of-way.

14. **EASEMENTS.** The Owner shall make available to the City, at no cost to the City, all permanent and temporary easements necessary for installation and maintenance of The Improvements.

15. **INSURANCE.** The Developer shall provide evidence of Comprehensive General Liability and Broad Form Property Damage Insurance including contractual coverage in the amount of at least \$1,000,000 per occurrence and \$1,000,000 aggregate and excess or umbrella coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City and City Engineer shall be named as an additional insured on such policy by endorsement. The Developer's insurance certificate shall be in a form approved by the City, and shall be delivered to the City at least three days prior to the commencement of any work on the Improvements. Such insurance shall remain in full force and effect through the end of the warranty period described in Section 16.

The Developer shall cause each person or entity with whom they contract for the construction and installation of any Improvements to provide evidence of insurance. Said coverage shall include Contractor's General Liability, Owner/Engineer Protective Liability, Automobile Liability, Contractual Liability, and Worker's Compensation coverage. The Developer, or each person or entity with whom they contracts shall obtain excess or umbrella liability coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The City and the City Engineer shall be named as an additional insured on such policy by endorsement.

16. **COMPLETION DATE AND INSPECTION.** The work the Developer is to perform under this Agreement must be done and performed in a good and workmanlike manner and completed by October 15, 2015. The water and sewer mains, curb and gutter, parking lot, and all other improvements called for in the Plans and Specifications will be subject to the inspection and approval of the City and the City Engineer, and in case any material or labor supplied shall be rejected by the City or the City Engineer, as defective or unsuitable, then such rejected material or labor shall be removed and replaced with approved material or labor, to the satisfaction and approval of the City, entirely at the cost and expense of the Developer.

17. **DAMAGE TO CITY INFRASTRUCTURE**. The Developer shall promptly repair, at their expense, any damage to the City's existing infrastructure. Repairs shall be to original condition or better.

18. **DEDICATION OF UTILITIES**. The Owner will dedicate to the City, after their completion, all water and sewer mains and other structures located in the right-of-ways on the Development Property shown in the Plans and Specifications. Owner will provide to the City any and all necessary easements and/or dedications or deeding to ensure that the City has the ability to maintain, repair, replace or modify the sewer and water mains located on the Development Property.

19. **GENERAL TERMS AND CONDITIONS**.

a) **BINDING EFFECT ON PARTIES AND SUCCESSORS**. The terms and provisions of this Agreement shall be binding upon and accrue to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future Owners of all or any part of the Development and shall be deemed covenants running with the land. Reference herein to Developer and Owner, if there be more than one, shall mean each and all of them. This Agreement, at the option of the City, shall be placed on record so as to give notice hereof to subsequent purchasers and encumbrances of all or any part of the Property and/or Project and all recording fees shall be paid by the Owner. If the Property and Project are sold or conveyed to a third party, and the third party, in a writing satisfactory to the City, takes an assignment of, and agrees to assume the obligations of the Owner under, this Agreement, the prior Owner/transferor will, from and after the effective date of the assignment and assumption, be released from any further obligations under this Agreement; provided however, that in no event will the Owner or Developer be released from its obligations under this Agreement prior to the City's issuance of a certificate of occupancy for the Project.

b) **NOTICE**. Any notices permitted or required to be given or made pursuant to this Agreement shall be delivered personally or mailed by United States mail to the addresses set forth in this paragraph, by certified or registered mail. Such notices, demand or payment shall be deemed timely given or made when delivered personally or deposited in the United States mail in accordance with the above. Addresses of the parties hereto are as follows:

If to the City at:	City Administrator City of Waite Park P.O. Box 339 Waite Park, MN 56387
--------------------	--

If to the Owner/ Developer at:	Electric Holdings One, LLC 7135 5 th Avenue NE Sauk Rapids, MN 56379
-----------------------------------	---

c) **ACCEPTANCE AND OWNERSHIP OF IMPROVEMENTS**. The City will accept said improvements or portions thereof, upon certification by the City Engineer that, to the best of his knowledge and belief, the improvements have been completed in conformance with the terms of this Development Agreement and all documents incorporated herein by reference.

Upon completion of the work and construction required by this Agreement and final approval and acceptance by the City, the improvements lying within public easements in the development shall become City property without further notice or action.

d) **INCORPORATION OF DOCUMENTS BY REFERENCE.** All of the Development Plan documents identified in attached Exhibit B are incorporated by reference in this Agreement.

e) **INDEMNIFICATION.** The City and its officers, agents and employees shall not be personally liable or responsible in any manner to the contactors, or subcontractors, material men, laborers, or to any other person or persons whomsoever, for any claims, demands, damages, actions, or causes of any action of any kind or character whatsoever arising out of or by reason of the execution of this Agreement, or the design, performance, and completion of the work and the improvements to be provided by the Developer pursuant to this Agreement and for flooding and related damages of the storm water treatment pond. The Developer shall hold the City and City Engineer harmless from claims by third parties, including but not limited to other property Owners, contractors, subcontractors and material men, for damages sustained or costs incurred resulting from plat approval, development of the Property, and use of the Property.

f) **LICENSE TO CITY.** The Owner hereby grants the City, its agents, employees, officers and contractors a license to enter the Plat to perform all necessary work and/or inspections deemed appropriate by the City during the installation of improvements. The license shall expire after the public improvements installed pursuant to this Agreement have been accepted by the City.

g) **CERTIFICATE OF COMPLIANCE.** This Agreement shall remain in effect until such time as the Developer shall have fully performed all of its duties and obligations under this Agreement. Upon the written request of the Developer and upon the adoption of a resolution by the City Council finding that the Developer has fully complied with all the terms of this Agreement and finding that the Developer has completed performance of all Developer's duties mandated by this Agreement, the City shall issue to the Developer on behalf of the City an appropriate certificate of compliance. The Certificate of Compliance shall be in recordable form and shall constitute prima facie evidence that the Developer has performed its duties and obligations under this Agreement.

h) **ASSIGNMENT.** At any time before a Certificate of Compliance has been issued, this Agreement may not be assigned by Developer except upon obtaining the express written consent of the City.

i) **INTEGRATION.** This Agreement contains all of the understandings and agreements between the parties. This Agreement may not be amended, changed, or modified without the express, written consent of the parties hereto.

j) **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

k) **GOVERNED BY MINNESOTA LAW.** This Agreement shall be interpreted under the laws of the State of Minnesota.

l) **REPRESENTATION.** Rajkowski Hansmeier Ltd. represents the City with regard to this Agreement. Owner and Developer are hereby advised to seek independent legal advice prior to execution of this Agreement.

m) **ADDITIONAL TERMS.** The following additional terms are being made a part of this Development Agreement to continue in force and effect as though they were dedications of the Development Plan, unless according to their terms are intended to terminate earlier:

20. **DEFAULT AND REMEDIES.** Failure by the Developer to observe and perform any covenant, condition, or obligation contained in this Agreement shall be considered a default under the Agreement.

21. **RIGHT TO CURE.** The City shall give the Developer written notice of any default under this Agreement. The Developer shall have 10 days in which to cure the default (or in which to commence good faith efforts to cure if the default is one which cannot reasonably be cured in 10 days).

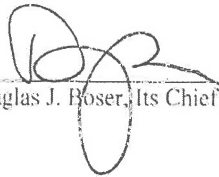
22. **REMEDIES.** If an event of default is not cured within the applicable cure period, the City may do any, all or any combination of the following:

- a) halt all further approvals regarding improvements or issuance of building permits or occupancy permits relating to the Development Property.
- b) seek injunctive relief.
- c) take any other action at law or in equity which may be available to the City.

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[Signatures contained on the following pages]

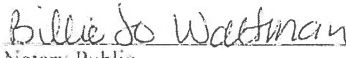
DEVELOPER
ELECTRIC HOLDINGS ONE, LLC

By  _____
Douglas J. Boser, Its Chief Manager

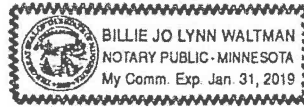
STATE OF MINNESOTA)
) ss.
COUNTY OF STEARNS)

On this 15 day of December, 2014, before me, a notary public within and for said County, personally appeared Douglas J. Boser, to me personally known, who, being duly sworn did say that he is the Chief Manager of Electric Holdings One, LLC, a Minnesota limited liability company, the Developer named in the foregoing instrument and that said instrument was signed on behalf of said organization and said Chief Manager acknowledged said instrument to be the free act and deed of said organization.

(NOTARIAL STAMP)

 _____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Gordon H. Hansmeier - #40770
Rajkowski Hansmeier Ltd.
11 Seventh Avenue North
P.O. Box 1433
St. Cloud, Minnesota 56302
Telephone: (320) 251-1055



OK/Missy

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Block 1, Inventure Electric Avenue
STEARNS COUNTY

A-1

INVENTURE ELECTRIC AVENUE

KNOW ALL PERSONS BY THESE PRESENTS, that Linda H. Kramers, Trustee of the Linda H. Kramers 2002 Revocable Trust Agreement, the owner of the following described property situated in the County of Stearns, State of Minnesota, to-wit:

The part of the Southwest Quarter of the Northeast Quarter (SW 1/4 of NE 1/4) of Section 17, Township 174 Range 75, Stearns County, Minnesota, described as follows:

Commencing at a point on the south line of road SW 1/4 of NE 1/4, said point being North 89 degrees 52 minutes 11 seconds East 125.93 feet from the southeast corner of said SW 1/4 of NE 1/4, said point also being the point of a three foot wide easement with the southerly right-of-way line of the west bound lane of DL Minnesota Highway 23;

Thence South 55 degrees 05 minutes 05 seconds West along said southerly right-of-way line the distance 234.29 feet to a point of intersection with the easterly right-of-way line of a former farming road (NW 1/4) 10th Avenue South;

Thence South 20 degrees 30 minutes 49 seconds West along said easterly right-of-way line 132.41 feet to a point of intersection with the northerly right-of-way line of 1st Street South, (NW 1/4) the east bound lane of DL Minnesota Highway 23;

Thence North 54 degrees 18 minutes 11 seconds East along said northerly right-of-way line 172.13 feet;

Thence deflection southerly along a former road course, 100.61 1/2 feet, central angle 30 degrees 33 minutes, arc distance of 104.11 feet to the point of beginning;

Thence North 89 degrees 52 minutes 11 seconds East, tangent to the last described curve and along said northerly right-of-way line 41.30 feet to the east line of said SW 1/4 of NE 1/4;

Thence North 00 degrees 00 minutes 34 seconds West, along said east side of the SW 1/4 of NE 1/4 for 119.66 feet;

Thence South 89 degrees 52 minutes 11 seconds West 182.00 feet;

Thence North 00 degrees 00 minutes 34 seconds West 146.35 feet to a point on the west line of said SW 1/4 of NE 1/4 48 feet 333.74 feet northerly of the southeast corner of said SW 1/4 of NE 1/4;

Thence South 89 degrees 52 minutes 11 seconds West, along the east described line 141.00 feet;

Thence North 00 degrees 00 minutes 34 seconds West 137.07 feet to the southerly right-of-way line of County State Road Highway No. 75, (NW 1/4) of NE 1/4;

Thence South 89 degrees 52 minutes 11 seconds East along said southerly right-of-way line 301.00 feet to a point on the west line of the East 433.00 feet of NW 1/4 of NE 1/4, as depicted by section plat;

Thence South 00 degrees 00 minutes 34 seconds East, along said west line 304.43 feet to a point of intersection with said northerly right-of-way line;

Thence continue South 00 degrees 00 minutes 34 seconds East 244.75 feet to said northerly right-of-way line of 1st Street South, (NW 1/4) the east bound lane of DL Minnesota Highway 23;

Thence southerly and easterly 244.75 feet along the east bound lane of said northerly right-of-way line to a point of intersection with the east bound lane of DL Minnesota Highway 23;

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SURVEYOR'S CERTIFICATION

I, Surveyor J. Deane, do hereby certify that the plat was prepared by me or under my direct supervision that I am a duly licensed land surveyor in the State of Minnesota, that this plat is a correct representation of the boundaries shown thereon, that all measurements were taken from the original field notes, that all measurements were taken in accordance with the Minnesota Statutes, Section 360.01, Subpart 1, and that the date of the certification is shown and is dated on this plat and under my name and below, on this plat.

Surveyor J. Deane, Stearns County, Minnesota
Minnesota License Number 4341

STEARNS COUNTY
I hereby certify that this plat has been filed in the land registry book for document No. _____ of _____, 2014.

STATE OF MINNESOTA
COUNTY OF STEARNS

Stearns County Surveyor
Minnesota License Number _____

The foregoing Surveyor's Certification was not submitted before me this _____ day of _____, 2014, by Surveyor J. Deane, Stearns County, Minnesota, License Number 4341.

I hereby certify that the terms of this plat are in full force and effect on the date of recording and are not subject to any conditions.

Notary Public, Stearns County, Minnesota
My commission expires January 31, 2016

Stearns County Auditor/Treasurer
Stearns County Clerk / Recorder

For Record Number 114045 2014 with 1/15/14 2014

WATKINS PARKING COMMISSION

The part of INVENTURE ELECTRIC AVENUE was approved by the Parking Commission of the City of Wadena, Minnesota, at a regular meeting thereof, on the _____ day of _____, 2014.

Chairman

I hereby certify that the plat was filed for recording in the Office of the County Auditor in and for Stearns County, Minnesota, on this _____ day of _____, 2014, at _____ o'clock _____ M., as Document No. _____ in that County.

WADENA CITY COUNCIL

The plat of INVENTURE ELECTRIC AVENUE was approved by the City Council of the City of Wadena, Minnesota, at a regular meeting thereof, on the _____ day of _____, 2014.

Mayor
Alderman/City Clerk / Treasurer

Stearns County Auditor
Stearns County Clerk



DRAFT 6/20/2014

SCR 12 of 17

EXHIBIT A-1

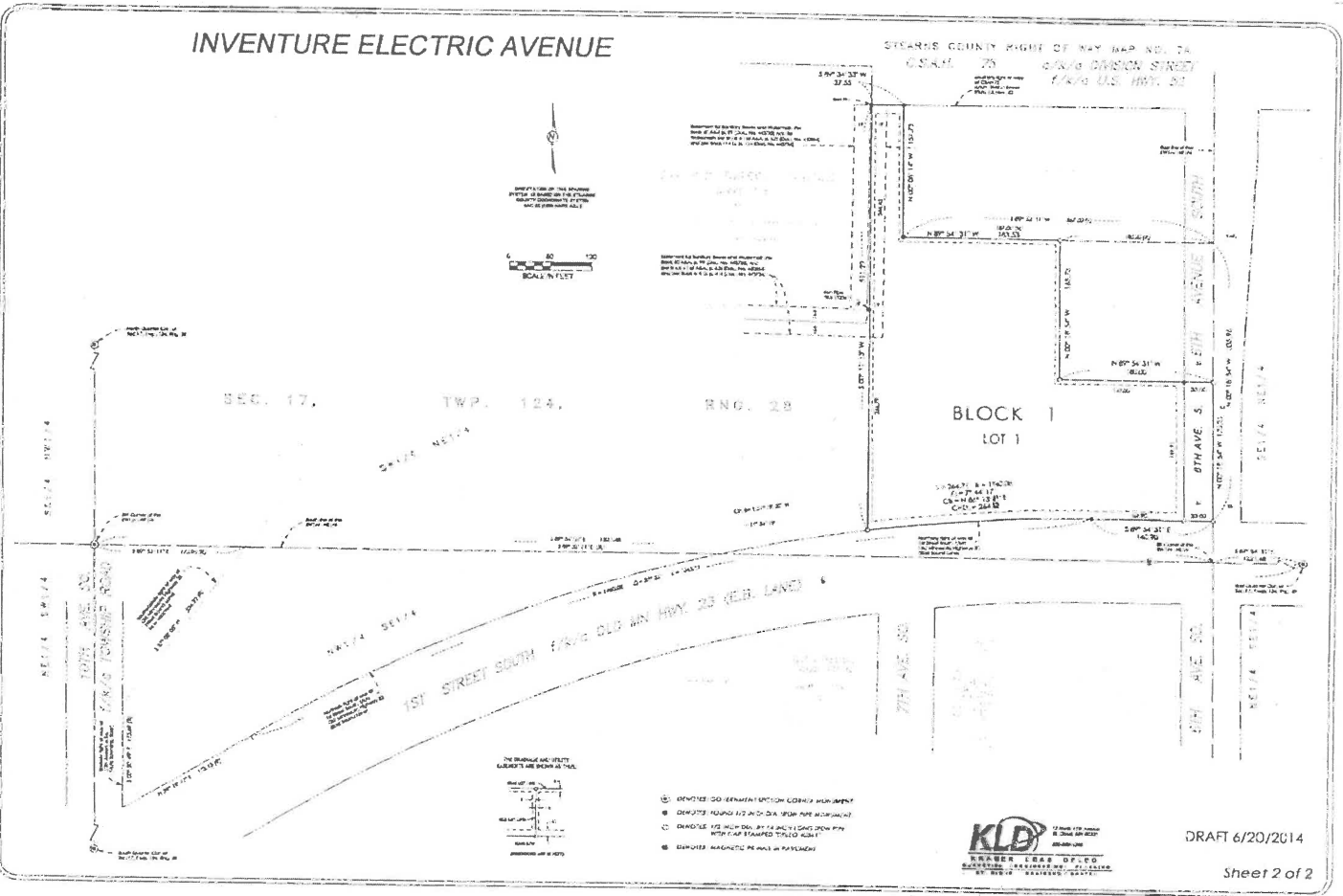
A-1

INVENTURE ELECTRIC AVENUE

STEARNS COUNTY RIGHT OF WAY MAP NO. 74
E. 1/4 S. 25
E. 1/4 S. 25
E. 1/4 S. 25



PLAT AREAS
BLOCK 1
LOT 1
SEC. 17, TWP. 124, RANG. 28



SCR 13 of 17

EXHIBIT
A-1

- ① SURVEYED TO BE A 10' WIDE RIGHT OF WAY
- ② SURVEYED TO BE A 10' WIDE RIGHT OF WAY
- ③ SURVEYED TO BE A 10' WIDE RIGHT OF WAY
- ④ SURVEYED TO BE A 10' WIDE RIGHT OF WAY



DRAFT 6/20/2014
Sheet 2 of 2

EXHIBIT B
SITE PLAN

ALTA

SCALE: 1/8" = 1'-0"

DATE: 10/15/15

PROJECT: NEW VIKING ELECTRIC FACILITY

LOCATION: 28th STREET SOUTH, WAITE PARK, MINNESOTA 55428

ARCHITECT: H ARCHITECTS

ENGINEER: ROSEY

DATE: 10/15/15

SCALE: 1/8" = 1'-0"

PROJECT: NEW VIKING ELECTRIC FACILITY

LOCATION: 28th STREET SOUTH, WAITE PARK, MINNESOTA 55428

ARCHITECT: H ARCHITECTS

ENGINEER: ROSEY

DATE: 10/15/15

SCALE: 1/8" = 1'-0"

PROJECT: NEW VIKING ELECTRIC FACILITY

LOCATION: 28th STREET SOUTH, WAITE PARK, MINNESOTA 55428

ARCHITECT: H ARCHITECTS

ENGINEER: ROSEY

DATE: 10/15/15

SCALE: 1/8" = 1'-0"

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ARCHITECT: H ARCHITECTS

ENGINEER: ROSEY

DATE: 10/15/15

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LOCATION: 28th STREET SOUTH, WAITE PARK, MINNESOTA 55428

ARCHITECT: H ARCHITECTS

ENGINEER: ROSEY

DATE: 10/15/15

SCALE: 1/8" = 1'-0"

PROJECT: NEW VIKING ELECTRIC FACILITY

LOCATION: 28th STREET SOUTH, WAITE PARK, MINNESOTA 55428

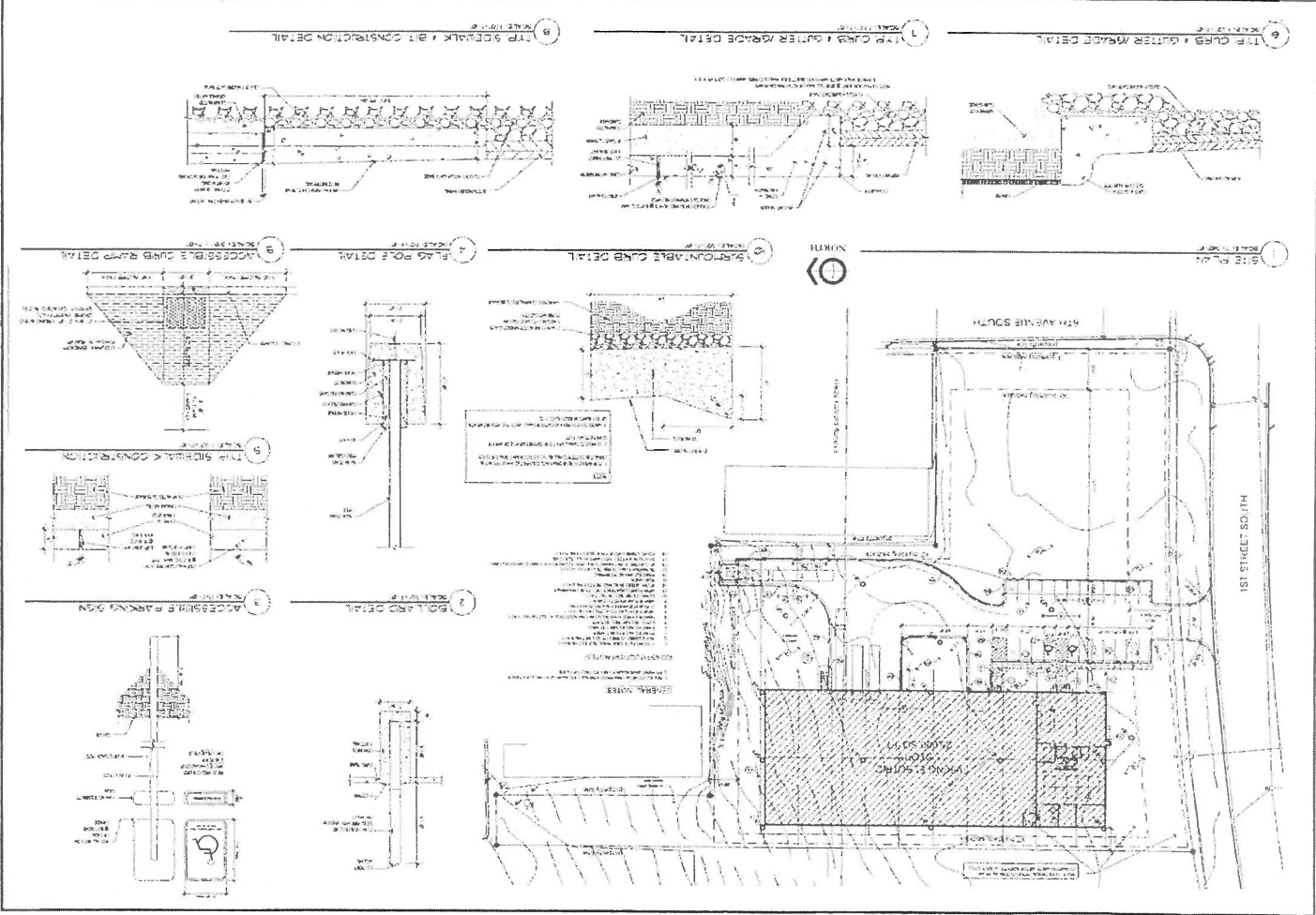
ARCHITECT: H ARCHITECTS

ENGINEER: ROSEY

DATE: 10/15/15

SCALE: 1/8" = 1'-0"

PROJECT: NEW VIKING ELECTRIC FACILITY



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EXHIBIT C

ISSUES REGARDING SECTION 7.E.1. AND 7.E.2

RESOLUTION NO. 050217-__
CITY OF WAITE PARK

**A RESOLUTION APPROVING ISSUANCE
OF CERTIFICATE OF COMPLIANCE
TO ELECTRIC HOLDINGS ONE, LLC**

WHEREAS, Electric Holdings One, LLC, a Minnesota limited liability company, is the record owner of certain real property located at 625 First Street South, Waite Park, Minnesota, more specifically described as Lot One (1), Block One (1), Inventure Electric Avenue, Stearns County, Minnesota, (the "Property"); and

WHEREAS, the City of Waite Park, (the "City") entered into a Development Agreement with Electric Holdings One, LLC, (the "Developer"), represented by Douglas J. Boser, Chief Manager, whereby the Developer agreed to improve the Property in accordance with the Development Agreement; and

WHEREAS, the improvements to the Property have been completed in compliance with the terms and conditions of the Development Agreement; and

WHEREAS, the Developer has requested the City issue a Certificate of Compliance as evidence of Developer's satisfaction of its duties and obligations under the Development Agreement; and

WHEREAS, the City Council for the City of Waite Park has reviewed the Certificate of Compliance attached and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Waite Park, Minnesota, hereby:

1. Finds and acknowledges that Electric Holdings One, LLC, has satisfied its duties and obligations to complete the construction of the improvements at 625 First Street South, Waite Park, Minnesota, more specifically described as follows:

Lot One (1), Block One (1), Inventure Electric Avenue, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Stearns County, Minnesota.

in compliance with the Development Agreement.

2. Approves the Certificate of Compliance attached as Exhibit A.

3. Authorizes the Mayor and City Administrator to sign the Certificate of Compliance on the City's behalf and deliver the Certificate of Compliance to Electric Holdings One, LLC, for recording.

Adopted by the City Council this 2nd day of May, 2017.

Attest:

Shaunna Johnson
City Administrator

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 City Council of the City of Waite Park, Minnesota, at a duly authorized meeting held on May 2, 2017.

Shaunna Johnson, City Administrator

Exhibit "A"

CERTIFICATE OF COMPLIANCE

WHEREAS, the City of Waite Park, a Minnesota municipal corporation (the "City") entered into a certain contract for development with Electric Holdings One, LLC, a Minnesota limited liability company, (the "Developer") dated as of the 15th day of December, 2014, and recorded in the office of the County Recorder for Stearns County, Minnesota, on December 23, 2014, as document number A1434812, (the "Agreement") which provided for the development of the property at 625 First Street South, Waite Park, Stearns County, Minnesota, more specifically described as follows, to-wit:

Lot One (1), Block One (1), Inventure Electric Avenue, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Stearns County, Minnesota.

(the "Property")

and

WHEREAS, the Agreement contains certain covenants, conditions and obligations the breach of which by Developer, its successors and assigns, will result in an event of default and the right to exercise remedies by the City, and

WHEREAS, the Developer has completed the improvements to the Property in compliance with the Development Agreement in a manner deemed sufficient to the City of Waite Park to permit the execution and recording of this Certificate of Compliance.

NOW, THEREFORE,

1. The City of Waite Park certifies that all covenants, conditions and obligations and other improvements, specified to be done and made by the Developer in accordance with the Development Agreement dated December 15, 2014, and filed for record in the office of the County Recorder for Stearns County, Minnesota, on December 23, 2014, as document number A1434812 have been completed and that the land described herein and the Developer, its successors and assigns, is forever released from all requirements under the Agreement.

Dated this _____ day of May, 2017.

CITY OF WAITE PARK

By _____
Richard E. Miller, Mayor

By _____

Shaunna Johnson, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this ____ day of May, 2017, by Richard E. Miller, Mayor, and Shaunna Johnson, City Administrator, of the City of Waite Park, a Minnesota municipal corporation, on behalf of the City of Waite Park, Grantor.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Gordon H. Hansmeier - #40770
Rajkowski Hansmeier Ltd.
11 Seventh Avenue North
P.O. Box 1433
St. Cloud, MN 56302
Telephone: (320) 251-1055

Agenda Item No. 2

Issue: Continued Nuisance Abatement Hearing – Utilization of Anderson Trucking Properties by Copart – Old Highway Road N.

BACKGROUND

This issue was initially reviewed by the City Council at their meeting on April 3rd, 2017. At that time the City Council opted to extend the review to an upcoming meeting to allow time for additional review/consideration and an opportunity to visit the Copart facility in Avon if they chose.

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 1st, 2017, advising of the determination and requiring removal of all vehicles and equipment upon the site by March 6th, 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 9th, 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 1st, 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

May 2, 2017

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.”

Due to the nature of these different City ordinance sections they are categorized in, there were several methods by which enforcement of the requirement to vacate the property could be undertaken that were outlined to Copart in the March 1, 2017 letter, 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 staff is 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.

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.

If the City Council expresses an interest in allowing the Copart facility at the subject property to move forward with operations, it would require an ordinance amendment to make accommodation for such uses within the defined I-1, Light Industrial District. This process, and any additional subsequent actions such as the Conditional Use Permit (if the ordinance is amended to consider the use as a conditional use, as would be recommended by staff if such consideration is given to allow the facility) would need to be completed prior to commencement of further operations by Copart upon the site. If directed by the City Council, staff would undertake these procedures and coordinate with Copart on any applications and plans they may need to provide as part of the process.

The Council's decision on this issue now is that of determining whether staff interpreted the Ordinances correctly. It is important for Council to review the definitions of an Automobile Reduction Yard under Ordinance 52 and the definition of Storing or Parking of Junked Vehicle in Ordinance 61.13. Both definitions are included in the above background information. If Council believes that Copart's operation fits under either one or both of these definitions, the determination by staff should be upheld and the use would be prohibited because the Ordinance does not allow it. If you feel Copart's operation should be allowed even though the Ordinance would prohibit it, you should then consider amending the Ordinance. That issue should be considered separately from the action before the Council.

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:

1. Uphold the determination that the property is in violation of Ordinance 90, as presented.
2. Reverse the determination as presented.

RECOMMENDATION

Staff would recommend that the City Council follow the nuisance abatement process as established by Ordinance 90, as the storing of junk vehicles, as outlined earlier, because it has been determined to be the prevailing higher standard. With that staff recommends making 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 July 3, 2017 as the deadline for removal of all vehicles/equipment and discontinuance of the site by Copart.

Please note, that Council only needs to determine a violation of one of the Ordinances for the determination by staff to be upheld because each Ordinance that has been listed is deemed to be a prohibited use.

SUGGESTED MOTIONS

Councilmember _____ moved to *uphold* or *reverse* the determination that the site is in violation of Ordinance 90 and other applicable ordinances as described herein, and a result it has been determined that the nuisance abatement process as established by Ordinance 90, as the storage of junk vehicles has determined to be the prevailing higher standard and the process the Council will follow in making this determination which will also be applicable to all other applicable ordinances described to be in violation, as presented OR with the following comments/conditions: _____

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)



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Matthew S. Duffy
mduffy@mmblawfirm.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. 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



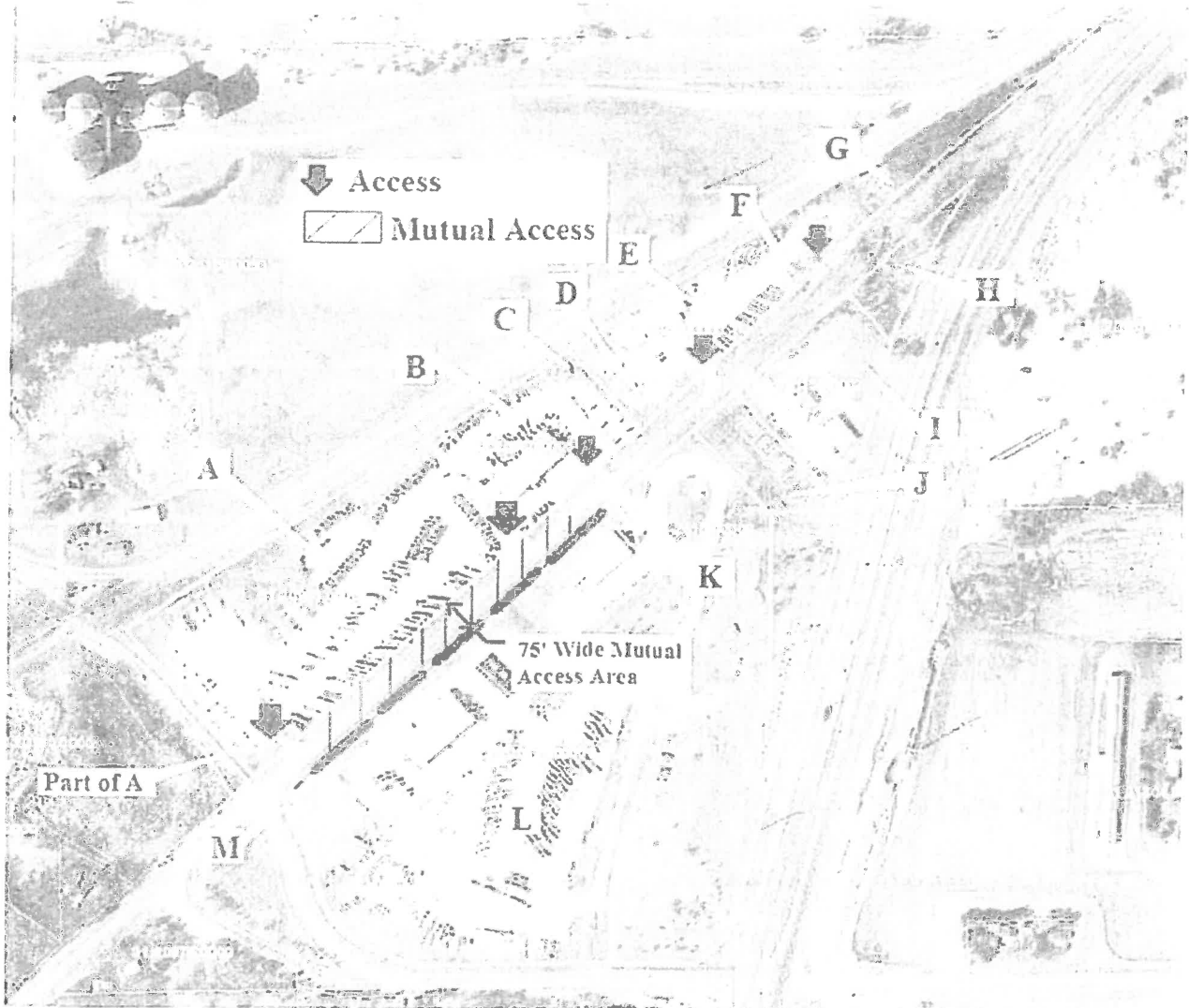
Matthew S. Duffy
Attorney at Law

MSD/lar
Enclosures

cc: Client (via email only);
Gerald S. Duffy, Esq. (via email only); and
Aaron R. Hartman, Esq. (via email only).

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

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EXHIBIT A - Continued Following Page

EXHIBIT A - Continued
Premises Description

Exhibit A Premises Parcel Reference	County Tax Parcel No. (1/4/17) (Prior to White Park Annexation)	County Tax Parcel No. (1/17/17)	County Tax Parcel Acreage	County Tax Parcel Address (1/4/17)	County Tax Parcel Legal Description (1/4/17)	County Tax Parcel Ownership
A	SL 20982.0005	SL 61601.0144	11.18	None	23, 24, 25, 26-32-29 23.18A P/O SEC 23-24-25 & 26, BEG ON S R/W RR 492.32' SW OF NE CORNER SEC 25-NELY 1003.71' - S31D E192.87' - S41D E196.17' TO N R/W OLD HWY 23 - SW ON R/W 1050' M/D/L - NLY TO POINT OF BEG LESS P/O NE 1/4 COM MOST SLY COR OUTLET S DELANO ACRES-NESD W ALG MOST WLY LN OUTLET S 188.28' NMSD E ALS OUTLET S 231.40' NMSD W ALG OUTLET S 437.29' TO SELY RR ROW-NSTO E ALS RR ROW 100.05' TO PGB-S42D E 542.25' TO NWLY ROW OLD HWY 23-N40D E ALS ROW 29'-N42D W 581.05' TO SELY RR ROW S37D W ALS SELY ROW 20.32' TO PGB SEC 25	ANDERSON TRUCKING SERVICE INC., PO BOX 1577, ST CLOUD, MN 56302-1577
B	SL 20982.0005	SL 61601.0141	1.29	8205 OLD HIGHWAY RD N	2.18A OF SECTIONS 24 & 25, BEG ON S R/W RR NMSD 8417.53' FROM W LINE SEC. 24 - CONT. ON R/W 394.32' - S41D E217.15' TO N R/W OLD HWY 23 - SW ON R/W 415.24' - N41D W195.17' - N31D W183.87' TO PGB	ANDERSON TRUCKING SERVICE INC., PO BOX 1577, ST CLOUD, MN 56302-1577
C	SL 21251.0000	SL 61601.0193	Not Available	None	SubDivisionName DELANO ACRES Lot 005 Block 001 SubDivisionCd 31008	ANDERSON TRUCKING SERVICE INC., PO BOX 1577, ST CLOUD, MN 56302-1577
D	SL 21250.0000	SL 61601.0197	Not Available	None	SubDivisionName DELANO ACRES Lot 005 Block 001 SubDivisionCd 31008	ANDERSON TRUCKING SERVICE INC., PO BOX 1577, ST CLOUD, MN 56302-1577
E	SL 21248.0000	SL 61601.0196	Not Available	None	LOTS 2 - 3 AND 4 BLK 1	ANDERSON TRUCKING SERVICE INC., PO BOX 1577, ST CLOUD, MN 56302-1577
F	SL 21246.0000	SL 61601.0195	Not Available	None	SubDivisionName DELANO ACRES Lot 001 Block 001 SubDivisionCd 31008	ANDERSON TRUCKING SERVICE INC., PO BOX 1577, ST CLOUD, MN 56302-1577
G	SL 21262.0000	SL 61601.0199	Not Available	None	OUTLET "A"	ANDERSON TRUCKING SERVICE INC., PO BOX 1577, ST CLOUD, MN 56302-1577
H	SL 21156.0000	SL 61601.0187	Not Available	8002 OLD HIGHWAY RD N	SubDivisionName A T S INDUSTRIAL PARK Lot 601 Block 001 SubDivisionCd 31001	ANDERSON TRUCKING SERVICE INC., PO BOX 1577, ST CLOUD, MN 56302-1577
I	SL 21156.0002	SL 61601.0188	Not Available	8046 OLD HIGHWAY RD N	SubDivisionName A T S INDUSTRIAL PARK Lot 602 Block 001 SubDivisionCd 31001	ANDERSON TRUCKING SERVICE INC., PO BOX 1577, ST CLOUD, MN 56302-1577
J	SL 21156.0004	SL 61601.0189	Not Available	8092 OLD HIGHWAY RD N	SubDivisionName A T S INDUSTRIAL PARK Lot 603 Block 001 SubDivisionCd 31001	ANDERSON TRUCKING SERVICE INC., PO BOX 1577, ST CLOUD, MN 56302-1577
K	SL 21156.0006	SL 61601.0190	Not Available	8114 OLD HIGHWAY RD N	SubDivisionName A T S INDUSTRIAL PARK Lot 604 Block 001 SubDivisionCd 31001	ANDERSON TRUCKING SERVICE INC., PO BOX 1577, ST CLOUD, MN 56302-1577
L	SL 20971.0000	SL 61601.0191	21.82	None	25-32-29 21.82A P/O NW 1/4 LYING SE OF HWY 23 & N OF TWP ROAD LESS 2.55A FOR HWY LESS 2.94 ACRES PLATTED ALSO 771.4-EL ACRES OF NE 1/4 LYING WLY OF 1-94 IN SEC 25 LESS P/O NW 1/4 COM NW COR-6E ALS W LN 581.12' TO PGB-CONT BE 482.15' TO SW COR-NMSD E ALS S LN 862' TO STATE HWY ROW PLATS 73-17-N41D E ALS ROW 85.33'-NMSD E ALS ROW 100'-NMSD E ALS ROW 41.60'-S35D W 724.48'-NW 8.95'-NWLY 444.45' ALS CURVE-NMSD W 22.75'-NWLY 119.85' ALS CURVE TO PGB	ANDERSON TRUCKING SERVICE INC., PO BOX 1577, ST CLOUD, MN 56302-1577
M	SL 21156.0052	SL 61601.0193	0.05	None	Lot OUTLOT B Sub-DivisionCd 31009 Sub-DivisionName ASM GRAB	ANDERSON TRUCKING SERVICE INC., PO BOX 1577, ST CLOUD, MN 56302-1577

Note: All Parcel subject to White Park, Stearns County, Minnesota Annexation Reducing Parcel ID Numbers and Addresses anticipated to Change.

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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. 51st 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 – 13TH 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.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jon Noerenberg', written over a light blue horizontal line.

Jon Noerenberg
Planning & Community Development Director

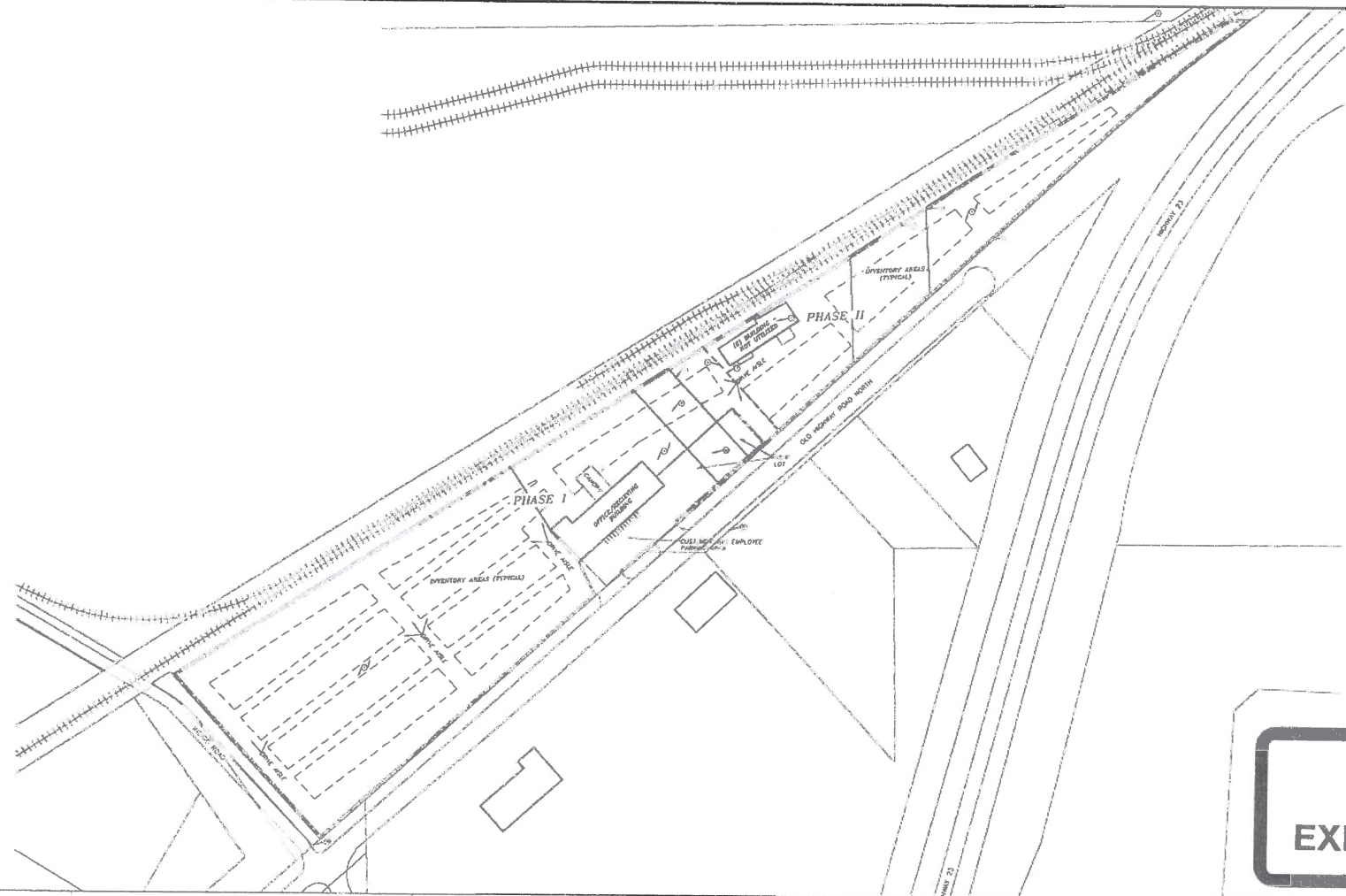
Copart Statement of Operations

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.



NOTES

- 1. THE SITE IS GRADED AND COVERED WITH CRUSHED ROCK ENGINEERED TO 20-POYD 1/2" HEIGHT AND PAVERS OF THE LOADERS
- 2. REPRESENTS INVENTORY AREAS
- 3. 3 FOOT HIGH WHITE SOLID METAL PANEL FENCE WILL BE OPaque AND THE INTERIOR OF THE LOT SHALL NOT BE VISIBLE FROM ANY PUBLIC POINT-OF-VIEW OR FROM ADJACING PROPERTIES
- 4. EXISTING 1-STORY ALUM. PANEL BLDG. TO DEMO
- 5. PROPERTY BOUNDARIES
- 6. EXISTING FENCE LINE TO BE REMOVED
- 7. ALL PARCELS SOUTH OF THIS LOT ARE PART OF PHASE 1 PARCELS SOUTH OF THIS LOT ARE PART OF PHASE 2 PARCELS
- 8. DROFF LOT AREA WHERE VEHICLES ARE LOADED AND UNLOADED FROM TRACTOR TRAILERS USING FRONT END LOADING GATES THIS AREAS TRANSPORTATION TO THE EAR STORAGE AREA
- 9. ADJACENT PROPERTY PARCEL BOUNDARIES

MISC. NOTES:

1. THE PROPOSED DEVELOPMENT WILL BE COMPLETED IN TWO PHASES. PHASE ONE COPART WILL DEVELOP THE SUBJECT PROPERTY WHICH IS SOUTH OF NOTE 3, FOR INVENTORY STORAGE (APPROXIMATELY 15 ACRES). PHASE TWO COPART WILL DEVELOP THE SUBJECT PROPERTY WHICH IS NORTH OF NOTE 1, FOR INVENTORY STORAGE (APPROXIMATELY 3 ACRES).

2. VEHICLES AND LOADS FROM THE PROPERTY WILL BE ON OLD HIGHWAY ROAD NORTH.

Copart
EXHIBIT D

DATE	DESCRIPTION
3/20/17	1 Conceptual Site Plan
3/22/17	2 Client Comments

ENERCON

Enercon Services INC - 80 Blue Ravine Road, Suite 280
Folsom, CA 95630
(916) 480-0205 FAX (916) 480-0603

Copart CONCEPTUAL SITE PLAN
COPART INC.
8105 OLD HIGHWAY ROAD NORTH
ST. CLOUD, MINNESOTA 56301

PE STAMP

DESIGNER
Scott Gable

DRAWN BY
Scott Gable

CHECKED BY
Scott Gable

SCALE
SEE ABOVE

DATE
3/22/2017

PROJECT NO
COPART120

DRAWING TITLE
CONCEPTUAL SITE PLAN
COPART INC.

DRAWING NO
COPART120-17

SHEET NO
1 OF 1

IT IS A POLICY OF THE FIRM AND THE DESIGNER TO BE RESPONSIBLE FOR THE PROTECTION OF THE RIGHTS OF THE CLIENT AND TO MAINTAIN THE CONFIDENTIALITY OF THE CLIENT'S INFORMATION. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE PROTECTION OF THE RIGHTS OF THE CLIENT OR FOR THE CONFIDENTIALITY OF THE CLIENT'S INFORMATION IF THE CLIENT DOES NOT SIGN AND RETURN TO THE DESIGNER A WRITTEN AGREEMENT TO THIS POLICY AND TO THIS AGREEMENT TO THIS POLICY AND TO THIS AGREEMENT TO THIS POLICY.



Copart
EXHIBIT E





February 9, 2017

Richard Kruse – Vice President of Operations
Copart
615 So. 51st 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 13th, 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 – 13TH 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. 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 13th, 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 17th, 2017 and toured the Copart facility located in Avon, MN with Copart representatives on February 28, 2017. As previously outlined at the February 17th 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 – 13TH 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 G



“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 6th, 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 6th; 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

Waite Park

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. 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



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 1st 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 1st, 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.

Sincerely,

Jon Noerenberg
Planning & Community Development Director



January 13, 2017

Richard Kruse – Vice President of Operations
Copart
615 So. 51st 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.

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 13th, 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 17th, 2017 and toured the Copart facility located in Avon, MN with Copart representatives on February 28, 2017. As previously outlined at the February 17th 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.”*

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Please feel free to contact me with any questions you may have at (320) 656-8936, or 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



February 9, 2017

Richard Kruse – Vice President of Operations
Copart
615 So. 51st 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 13th, 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.

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Please feel free to contact me with any questions you may have at (320) 656-8936, or 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

CHAPTER V ZONING, LAND USE AND BUILDING REGULATIONS

SECTION 52.49.11. COMMERCIAL AND INDUSTRIAL OUTDOOR STORAGE 52.49.11-1
Section 52.49.11. Commercial and Industrial Outdoor Storage..... 52.49.11-1

SECTION 52.49.11. COMMERCIAL AND INDUSTRIAL OUTDOOR STORAGE

Section 52.49.11. Commercial and Industrial Outdoor Storage.

- A. Outdoor storage in commercial and business park zoning classifications is subject to 'use' standards contained therein.
- B. In commercial and business park districts, the use of facilities such as storage bins, trailers (e.g. semi-trailers, two-wheel trailers, etc), automotive vehicles, roll off dumpsters/carts and the like to store items outside of a permanent structure is strictly prohibited unless completely screened from adjacent properties in the rear yard.
- C. In commercial and business park districts, refuse containers shall be fully enclosed and screened from the view of neighboring property and/or rights-of-way. Refuse containers shall be designed so as to prevent the release of refuse into the surrounding environment (e.g. wind lifting refuse up and out of container). All refuse placed in refuse containers shall be placed within suitable groupings (e.g. bagged, bound, secured) so as to prevent the release of refuse into the surrounding environment.
- D. Except as allowed by district use provisions, outside storage of equipment, materials and inventory for commercial and business park uses shall conform to the following conditions:
 - 1. The area occupied is not within a required front or required side yard.
 - 2. The storage area is totally fenced, fully screened, and/or landscaped according to a plan approved by the Zoning Administrator.
 - 3. The storage area is covered to control dust and storm water drainage with bituminous surfacing, concrete or a comparable substitute approved by the Zoning Administrator who may at his/her discretion refer the item to the Planning Commission and City Council for approval.
 - 4. Maximum impervious surface coverage standards as itemized in the underlying zoning classification apply.
 - 5. All lighting shall be directed away from the public right-of-way and from neighboring residences.

CHAPTER V ZONING, LAND USE AND BUILDING REGULATIONS

- E. Outdoor storage is allowed within the I-1 and 1-2 Zoning Districts subject to criteria noted above except storage containers such as storage bins, trailers (e.g. semi-trailers, two-wheel trailers, etc.) roll off dumpsters/carts and the like are permitted.

Amended 6/11/12

Updated 8/29/12

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.



COPART

BUYER'S GUIDE

CALL 214-259

225 County Rd. 119

Irving, TX 75039

Copart
Zillions of Cars! Bid Now
www.copart.com

A dark banner with the Copart logo and text. The text includes the company name, a slogan, and the website URL.

N
E!

Part of a larger sign on the left side of the building, showing the letters 'N' and 'E!'.



COPART

salvage auto auctions

(320) 356-2299

200 County Road 159

Avon, MN 56310



City of Waite Park Council
19 13th Avenue North
Waite Park, MN 56387

March 31, 2017

Dear Honorable Mayor and City Councilors,

On behalf of the Greater St. Cloud Development Corporation, please accept this letter as an expression of support for Copart, Inc., a global leader in online vehicle auctions and a premier destination for the resale and remarketing of vehicles.

Copart, Inc. has been a good neighbor in Avon, MN for many years. As a result of their success they have outgrown the space available to them in their current location. While the City of Avon would like to retain them in their community, there are currently no available sites that meet the growing needs of the company. Copart would like to stay in this region and continue to contribute to our local economy. Their robust growth, including new direct and secondary jobs, will benefit all.

It has come to our attention that Copart has entered in to a good faith agreement on, and received written approval for, a parcel of property in the City of Waite Park. We also understand some concerns about Copart's operation have been raised by the City. Copart is a successful, growing and reputable company, and a property that meets their needs exactly is located in Waite Park. Copart has expressed a willingness to consider reasonable accommodations to address the concerns of the City. We believe this is an opportune time for the parties to resolve those issues together, toward a mutually beneficial outcome.

We appreciate your thoughtful consideration of this matter and advocate for the approval of Copart to operate in the City of Waite Park.

Sincerely,

A handwritten signature in black ink that reads "Robert E. White".

Robert White
Chair, Board of Directors

A handwritten signature in black ink that reads "Patti Gartland".

Patti Gartland
President



StCloudAreaChamber.com

March 31, 2017

A Joint Letter to Officials of the City of Waite Park
And
Kevin Brink, INH Commercial Real Estate Services

The current controversy between the City of Waite Park and Copart, an asset management company seeking to locate in the city, has come to the attention of our organization, and we have been asked for consideration on the issue.

Three parties involved are valued members with our chamber: The City of Waite Park, INH Commercial Real Estate Services and Anderson Trucking Service. I have been asked why the Chamber would comment on this situation, as we did not get involved in other recent controversial situations. In this case, we were asked to weigh in and in others there was no such request. We do not look for individual situations in which to become involved. However, when a member asks for our assistance, we review the situation and comment if it is deemed appropriate.

In this case, there are three important points to consider:

1. The City of Waite Park has ordinances and laws with which companies located here must comply.
2. Copart has the ability to positively impact economic development in the area by creating 40-50 jobs as well as hosting clients, vendors and other visitors to the community. They would also be a significant tax payer supporting infrastructure and education. Copart also has a history of significant philanthropy in the communities in which they are located.
3. The ability to negotiate and compromise to make this deal a win-win is within the grasp of the parties.

I encourage City of Waite Park Officials and Copart to remain open minded to opportunities that may not be readily apparent at this point in the negotiations. Waite Park has an aggregate granite quarry located in the middle of town. It has turned into an asset for the community and is barely recognizable as a granite quarry from the roadside.

With creative thinking, encouragement and compromise, perhaps Copart could follow this model.

Thank you,

A handwritten signature in blue ink, appearing to read "Teresa Bohnen", is written over a blue horizontal line.

Teresa Bohnen
President

Serving the Sauk Rapids and Waite Park Chambers of Commerce

Agenda Item No. 3

Issue: Preliminary and Final Plat Review – Loghouse Properties Addition

BACKGROUND

The request has been submitted by Design Tree Engineering and Land Surveying on behalf of Loghouse Properties, LLC, for review of preliminary and final plat of St. Cloud Area Early Childhood Center.

The property is located at 3032 1st Street South and is commonly referred to as the “SJ Louis” property. The property is being considered for redevelopment by Executive Express for their offices and as a hub for their transportation services. While there is not a firm commitment to the project proceeding at this point, the request for platting has been approved by the owners as a precursor to potential redevelopment.

As with the recently-reviewed plat for the Discovery School parcel, the property must be platted prior to any expansion of existing or construction of new buildings upon the property.

The preliminary plat depicts the existing conditions upon the site, including the current buildings and impervious areas. The property has access to both 1st Street South and County Road 138. Upon redevelopment it could be addressed off of either one of these streets, subject to the owner’s preference, provided that the address fits within the established City addressing system.

As with the plat for the Discovery School site, since the property has access to and frontage on a County road, the plat has been submitted to Stearns County Highway Department for review and comment.

The submitted plat denotes a two lot, two block configuration, which is satisfactory for the needs of this particular project. Standard necessary utility easements are depicted and the plat has been provided for review and comment to the Public Works Director and City Engineer. The property is split by County Road 138, which was platted by Right-of-Way Plat Number 23.

Since the property has not been previously platted, the aspect of parkland dedication or payment-in-lieu thereof is currently under review by the Park Board and their recommendation is anticipated to be available for Tuesday’s City Council meeting. Based on the established value of the land (not including buildings) per Stearns County, and 5% of that value as established by ordinance for payment-in-lieu of parkland dedication, an estimated payment-in-lieu of parkland dedication would be \$48,550.

Staff is supportive of the preliminary and final plat as-submitted. The request was reviewed by the Planning Commission at their April meeting and recommended for approval.

REQUIRED ACTION

May 2, 2017

The City Council's action 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 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 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, if deemed necessary.
3. Property is subject to potential need for payment-in-lieu of Parkland Dedication, as recommended by Park Board and 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 Loghouse Properties Addition, with the following conditions: _____

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)



98.6072.0642
SKIDORENE M
1ST STS

98.60672.0664
LWPP LLC
140 33RD AVES

98.60672.0662
CITY OF ST.CLOUD
248 33RD AVES
98.60672.0663
LYKKEN KIM I
300 33RD AVES
98.60672.0664
LYKKEN KIM I
308 33RD AVES

1ST STS

98.60568.0190
SCHUELLER PROPERTIES LLC
3022 1ST STS

98.60824.0202
SCHUELLER
PROPERTIES LLC

98.60824.0204
STEEL PARTNERS LLC
3075 3RD STS

98.60824.0200
SANMIK DEVELOPMENT PROPERTIES LP
247 28TH AVES

98.60568.0188
MARK & DAVE
TRAUT LLC

98.60674.0300
MARK & DAVE TRAUT LLC
105 28TH AVES

98.60674.0300
MARK & DAVE TRAUT LLC
105 28TH AVES

31ST STS

31 AV'S

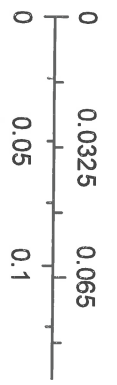
28 AV'S

28 AV'S

98.60568.01
GRANITE CITY/AGGR
402 28TH AV

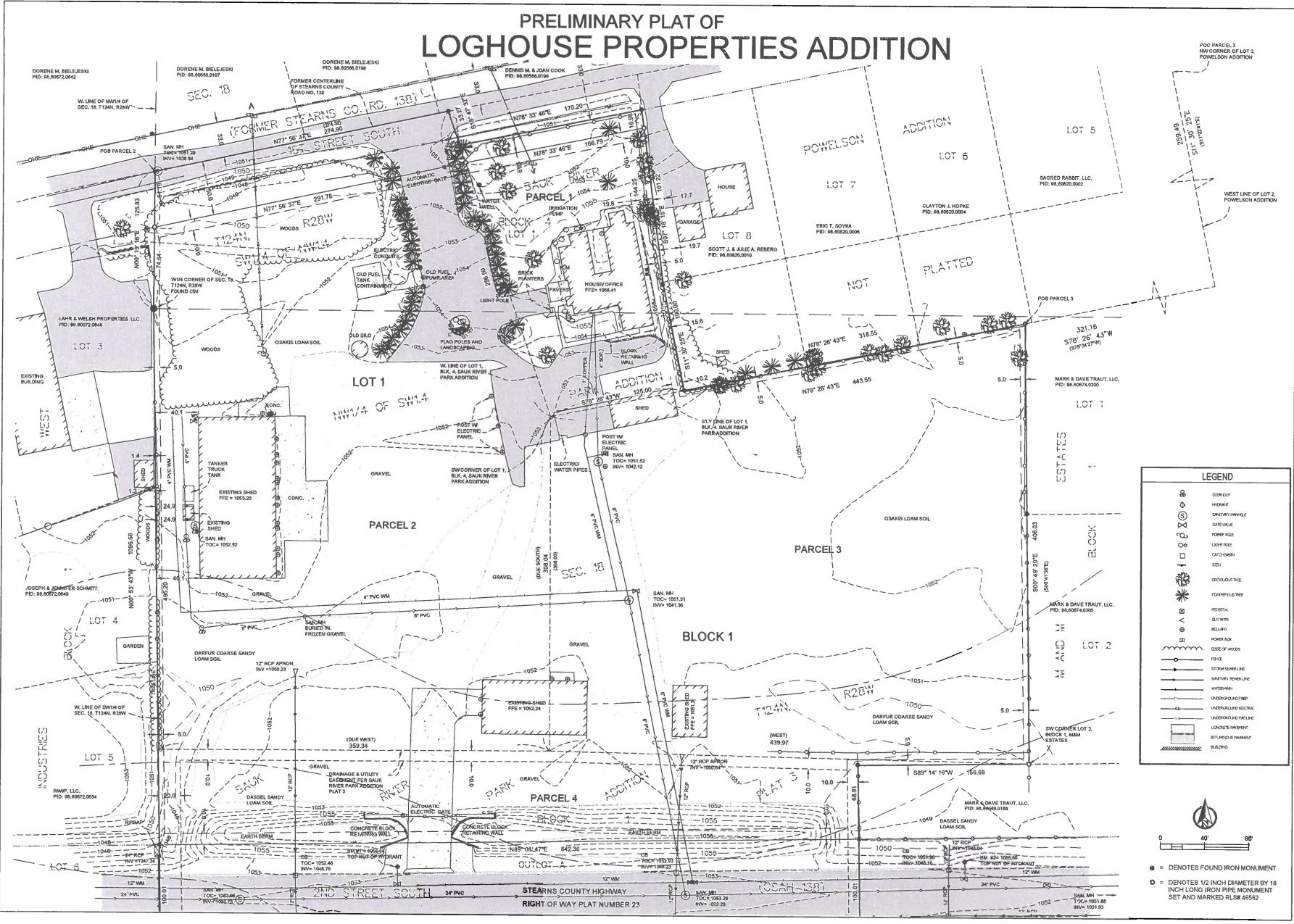
DIVISION ST

1:3,000



ndary

PRELIMINARY PLAT OF LOGHOUSE PROPERTIES ADDITION



LEGEND

- GROUND
- HOUSE
- SANITARY MANHOLE
- DATE VALE
- POWER POLE
- LIGHT POLE
- CATCH-BASIN
- SSI
- CIRCULAR TIE
- TYPICAL TIE
- RESHALL
- GAS PIPE
- ROLL-UP
- POWER BOX
- EDGE OF ACCESS
- FIRE LINE
- STOP SIGN/BLANKET
- SANITARY POWER LINE
- WATER MAIN
- UNDERGROUND PIPE
- UNDERGROUND DRAINAGE
- UNDERGROUND CABLE
- CONCRETE MANHOLE
- STRUCTURE/FOUNDATION
- BUILDING

0 40' 80'

● = DENOTES FOUND IRON MONUMENT
 ○ = DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON PIPE MONUMENT SET AND MARKED RL5M 4552

Design Tree

120 17th Avenue W.
 Alexandria, MN 56308
 (509) 921-1300

3339 W. 56, Germantown, Suite 250
 St. Cloud, MN 56301
 (320) 217-5557 (Phone)
 (320) 217-5597 (Fax)

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

David J. Bamberg

PRINTED NAME: David J. Bamberg
 DATE: 03/01/2017 LICENSE #: 4652

PREPARED FOR:
LOGHOUSE PROPERTIES, LLC.

3358 SOUTHWAY DR.
 ST. CLOUD, MN. 56301

SITE:
 3032 1ST ST. S.
 WAITE PARK, MN. 56387

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DRAWN BY: DUB
 CHECKED BY: JGS

PROJECT NO.: 00017911

NO.	DATE	DESCRIPTION

F:\DESIGN TREE ENGINEERING\PROJECTS\2017\03-01-2017-1ST STREET SOUTH - WAITE PARK\CONSTRUCT\SURVEY\WP-00017911-EXECUTIVE EXPRESS.DWG ## 03/01/2017

Agenda Item No. 4

Issue: Approve Change Order for Public Works Facility

BACKGROUND

There are some change orders that staff is working with the contractors and the architect on for the new public works facility. They are still in the process of getting them all put together. This information will be provided to you and discussed at the meeting.

REQUIRED ACTION

Consider the change orders as presented at the Council meeting and approve or deny the requests.

STAFF RECOMMENDATION

Staff recommends approval of the change order requests that will be presented at the meeting.

SUGGESTED MOTION

Councilmember _____ moved to approve OR deny the change orders as presented at the Council meeting

Councilmember _____ seconded the motion.

ROLL CALL

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

Motion (Approved) (Denied)

Agenda Item No. 5

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

Councilmember _____ moved to approve bills as presented.

Councilmember _____ seconded the motion.

ROLL CALL

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

Motion (Approved) (Denied)

ACS FINANCIAL SYSTEM
04/24/2017 11:18:15

Schedule of Bills

CITY OF WAITE PARK
GL050S-V08.05 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 0217M1 COMMENT... 0217 MANUAL DISBURSEMENT

DATA-JE-ID DATA COMMENT

M-02282017-916 0217 MANUAL DISBURSEMENT

Run Instructions:

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

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
FIRE SAFETY USA INC	PURCHASE PMT-FIRE TRUCK	120,000.00	CAPITAL EXPENDITURES	101.4120.5400		020717		916 00012
LEASE FINANCE GROUP INC	16 FD TK LEASE PRIN PMT	59,846.58	PRINCIPAL PAYMENTS (LEAS	101.4120.6002		013017		916 00013
	16 FD TK LEASE ADMIN FEE	500.00	OTHER CONTRACTUAL SERVIC	101.4120.4070		013017		916 00014
		60,346.58	*VENDOR TOTAL					
MN DEPT OF REVENUE II	0117 PARK RENT SALES TAX	35.01	REMITTANCE REV COL OTHER	101.4552.8100		0117		916 00015
	0117 HYDRANT WTR S TAX	90.34	REMITTANCE REV COL OTHER	703.4825.8100		0117		916 00016
	0117 YARD WASTE CARD TAX	0.90	REMITTANCE REV COL OTHER	101.4051.8100		0117		916 00017
	0117 WATER SALES TAX	758.75	REMITTANCE REV COL OTHER	703.4825.8100		0117		916 00018
		885.00	*VENDOR TOTAL					
PLAZA PARK BANK	0217 ACH FEES	35.00	FEES FOR WIRE TRANSFERS	101.4051.4440		022717		916 00030
SELECT ACCOUNT	0217 HSA CITY CONTRIB CL	2,291.76	HOSPITALIZATION INSURANC	101.4051.1500		0217		916 00001
	0217 HSA CITY CONTRIB PL	532.97	HOSPITALIZATION INSURANC	101.4091.1500		0217		916 00002
	0217 HSA CITY CONTRIB CH	266.49	HOSPITALIZATION INSURANC	101.4094.1500		0217		916 00003
	0217 HSA CITY CONTRIB PD	10,153.08	HOSPITALIZATION INSURANC	101.4110.1500		0217		916 00004
	0217 HSA CITY CONTRIB BI	532.97	HOSPITALIZATION INSURANC	101.4140.1500		0217		916 00005
	0217 HSA CITY CONTRIB PW	2,979.26	HOSPITALIZATION INSURANC	101.4212.1500		0217		916 00006
	0217 HSA CITY CONTRIB SN	564.98	HOSPITALIZATION INSURANC	101.4213.1500		0217		916 00007
	0217 HSA CITY CONTRIB SS	159.90	HOSPITALIZATION INSURANC	715.4224.1500		0217		916 00008
	0217 HSA CITY CONTRIB PK	751.47	HOSPITALIZATION INSURANC	101.4552.1500		0217		916 00009
	0217 HSA CITY CONTRIB WT	1,502.98	HOSPITALIZATION INSURANC	703.4825.1500		0217		916 00010
	0217 HSA CITY CONTRIB SW	1,049.97	HOSPITALIZATION INSURANC	709.4843.1500		0217		916 00011
		20,785.83	*VENDOR TOTAL					
WP CITY UTILITIES	4TH QTR 2016 WTR/SWR CH	283.40	PUBLIC UTILITY SERVICES	101.4094.3600		0117		916 00019
	4TH QTR 2016 WTR/SWR LIB	132.56	PUBLIC UTILITY SERVICES	101.4095.3600		0117		916 00020
	4TH QTR 2016 WTR/SWR EMS	115.83	PUBLIC UTILITY SERVICES	101.4191.3600		0117		916 00021
	4TH QTR 2016 WTR/SWR PW	308.88	PUBLIC UTILITY SERVICES	101.4212.3600		0117		916 00022
	4TH QTR 2016 WTR/SWR PK	183.42	PUBLIC UTILITY SERVICES	101.4552.3600		0117		916 00023
	4TH QTR 2016 WATER	27,727.17	PUBLIC UTILITY SERVICES	703.4825.3600		0117		916 00024
	4TH QTR 2016 SEWER	117.45	PUBLIC UTILITY SERVICES	709.4843.3600		0117		916 00025
	4TH QTR 2016 WTR/SWR CL	21.62	PUBLIC UTILITY SERVICES	101.4051.3600		0117		916 00026
	4TH QTR 2016 WTR/SWR PD	232.43	PUBLIC UTILITY SERVICES	101.4110.3600		0117		916 00027
	4TH QTR 2016 WTR/SWR FD	102.70	PUBLIC UTILITY SERVICES	101.4120.3600		0117		916 00028
	4TH QTR 2016 WTR/SWR BI	5.40	PUBLIC UTILITY SERVICES	101.4140.3600		0117		916 00029
		29,230.86	*VENDOR TOTAL					

ACS FINANCIAL SYSTEM
04/24/2017 11:18:15

Schedule of Bills

CITY OF WAITE PARK
GL540R-V08.05 PAGE 2

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
DESCRIPTION									
REPORT TOTALS:	231,283.27								

RECORDS PRINTED - 000030

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	199,876.71
703	WATER FUND	30,079.24
709	SEWER FUND	1,167.42
715	STORMWATER FUND	159.90
TOTAL ALL FUNDS		231,283.27

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	231,283.27
TOTAL ALL BANKS		231,283.27

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

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

ACS FINANCIAL SYSTEM
04/24/2017 12:56:06

Schedule of Bills

CITY OF WAITE PARK
GL050S-V08.05 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 0217M2 COMMENT... 0217 SR CTR DISBURSEMENT

DATA-JE-ID DATA COMMENT

M-02282017-917 0217 SR CTR DISBURSEMENT

Run Instructions:

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L		01			N	S	6	066	10			

ACS FINANCIAL SYSTEM
04/24/2017 12:56:06

Schedule of Bills

CITY OF WAITE PARK
GL540R-V08.05 PAGE 1

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SAM'S CLUB/SYNCHRONY BAN SNACKS - SENIOR CENTER	19.96	EXPENSES APPROVED BY COU	603.4825.4451		800009019FXMJT	000004	P 917 00001

ACS FINANCIAL SYSTEM
04/24/2017 12:56:06

Schedule of Bills

CITY OF WAITE PARK
GL540R-V08.05 PAGE 2

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION							
REPORT TOTALS:	19.96						

RECORDS PRINTED - 000001

ACS FINANCIAL SYSTEM
04/24/2017 12:56:06

Schedule of Bills

CITY OF WAITE PARK
GL060S-V08.05 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
603	SENIOR CENTER FUND	19.96
TOTAL ALL FUNDS		19.96

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	19.96
TOTAL ALL BANKS		19.96

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

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

ACS FINANCIAL SYSTEM
04/12/2017 11:50:19

Schedule of Bills

CITY OF WAITE PARK
GL050S-V08.05 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 0417D1 COMMENT... 041217 MISC DISBURSEMENT

DATA-JE-ID DATA COMMENT

D-04122017-872 041217 MISC DISBURSEMENT

Run Instructions:

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

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
ALBIN ACQUISITION CORPOR	BACKGROUND CK FD	135.00	OPERATING SUPPLIES	101.4120.2100		0320179427S	028550	P	872	00001
	BACKGROUND CK MASSAGE	117.50	OPERATING SUPPLIES	101.4051.2100		0320179427S	028550	P	872	00002
		252.50	*VENDOR TOTAL							
ALBIN ACQUISITION CORPOR	CREDIT CK MASSAGE ENTERP	65.00	OPERATING SUPPLIES	101.4051.2100		0320179460A	028551	P	872	00003
ALL CARE TOWING INC	TOW NISSAN ALTIMA	44.00	TOWING	101.4110.3910		174956	000596	P	872	00006
	TOW SATURN TO PD STORAGE	72.00	TOWING	101.4110.3910		175005	000597	P	872	00005
	PREVIOUS INV CR	8.00	TOWING	101.4110.3910		177899	000596	P	872	00007
	TOW NISSAN ALTIMA TO PD	40.00	TOWING	101.4110.3910		179087	000600	P	872	00004
		148.00	*VENDOR TOTAL							
ANDERSON TRUCKING SERVIC	0417 SWR VEHICLE STORAGE	450.00	REPAIR & MAINTENANCE SUP	709.4841.2200		E170401	028082	P	872	00008
	0417 SS VEHICLE STORAGE	150.00	REPAIR & MAINTENANCE SUP	715.4224.2200		E170401	028082	P	872	00009
	0417 PW VEHICLE STORAGE	150.00	REPAIR & MAINTENANCE SUP	101.4212.2200		E170401	028082	P	872	00010
		750.00	*VENDOR TOTAL							
BOYER FORD TRUCKS INC	MARKER LIGHTS (2) #443	60.34	REPAIR & MAINTENANCE SUP	101.4212.2200		179803R	028073	P	872	00011
BRAUN INTERTEC CORP	032517 MAT TEST-PW FAC	7,966.25	ENGINEERING COSTS	443.4214.6301		B088840			872	00069
CAL ENTERPRISE INC	BATTERY #412	101.65	REPAIR & MAINTENANCE SUP	703.4825.2200		1922301005833	028064	P	872	00066
	BATTERY #203	226.95	REPAIR & MAINTENANCE	101.4110.3700		1922301005857	028068	P	872	00065
		328.60	*VENDOR TOTAL							
CENTRAL HYDRAULICS INC	RESEAL HOIST CYL	910.71	REPAIR & MAINTENANCE SUP	101.4212.2200		20628	028071	P	872	00012
CENTURYLINK	0417 PHONE-COMM PARK	32.94	COMMUNICATIONS	101.4552.3100		040117			872	00070
CITY OF ST CLOUD	0217 OPER & MAINT	23,200.49	OPERATIONS & MAINTENANCE	709.4842.2160		AR006224			872	00013
	0217 OPER & MAINT CONV	4,743.60	OPERATIONS & MAINTENANCE	709.4841.2160		AR006224			872	00014
	0217 REHAB & REPLACE	1,993.80	REHAB & REPLACE	709.4842.3730		AR006224			872	00015
	0217 REHAB & REPLACE CON	734.56	REHAB & REPLACE	709.4841.3730		AR006224			872	00016
	0217 DEBT SVC-WWTF EXP	17,688.00	DEBT SERVICE	709.4842.4845		AR006224			872	00017
	0217 DEBT SVC-TRI/SIS	14,321.00	DEBT SERVICE TRI-CITY/SI	709.4841.4845		AR006224			872	00018
	0217 DEBT SVC-SIS PH 3	4,552.00	DEBT SERVICE TRI-CITY/SI	709.4841.4845		AR006224			872	00019
	0217 DEBT SVC-SIS PH 4	8,669.00	DEBT SERVICE TRI-CITY/SI	709.4841.4845		AR006224			872	00020
	0217 DEBT SVC-M LIFT ST	3,485.00	DEBT SERVICE TRI-CITY/SI	709.4841.4845		AR006224			872	00021
	0217 EXISTING DEBT	2,212.33	EXISTING DEBT	709.4842.4846		AR006224			872	00022
		81,599.78	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CPS TECHNOLOGY SOLUTIONS	2017 HDW MAINT	792.00	SERVICE CONTRACT	101.4051.4015		372324			872	00041
	2017 HDW MAINT	264.00	SERVICE CONTRACT	703.4825.4015		372324			872	00042
	2017 HDW MAINT	264.00	SERVICE CONTRACT	709.4843.4015		372324			872	00043
		1,320.00	*VENDOR TOTAL							
CUSTOM ACCENTS INC	CRIME VICTIM INFO CARDS	154.33	PRINTING & BINDING	101.4110.3400		70838	000595	P	872	00023
DAVIS EQUIPMENT CORPORAT	0317 ELECTRIC INSPECTION	1,239.30	FEES PAID TO ELECTRICAL	101.4140.4080		033117			872	00190
DE LAGE LANDEN FINANCIAL	0315-041417 PD COPIER	33.64	SERVICE CONTRACT	101.4110.4015		53900512	000598	P	872	00024
DELTA DENTAL OF MN	0517 DENTAL PREM BB	69.24	HOSPITALIZATION INSURANC	101.4140.1500		040517	028553	P	872	00071
	0517 DENTAL PREM RS	33.84	HOSPITALIZATION INSURANC	101.4212.1500		040517	028553	P	872	00072
		103.08	*VENDOR TOTAL							
DRUM CORPORATION	FENDER BRACKET #443	36.76	REPAIR & MAINTENANCE SUP	101.4212.2200		4270970076	028092	P	872	00239
ELLIOTT AUTO SUPPLY CO I	OIL FILTERS/OIL-SHOP	132.63	REPAIR & MAINTENANCE SUP	101.4212.2200		124-45744	028070	P	872	00025
FERGUSON ENTERPRISES, IN	LEAK SOUNDING TOOL	4,496.28	REPAIR & MAINTENANCE SUP	703.4824.2200		69107	028384	P	872	00123
FIRST AMERICAN TITLE COM	ABSTRACT/TITLE S-MENARDS	500.00	CONSULTANTS	101.4060.3010		12214-33291577			872	00073
FLEET ONE LLC	0317 FUEL BI	30.82	GAS & OIL PURCHASES	101.4140.2110		4473390065			872	00275
	0317 CAR WASH BI	5.00	GAS & OIL PURCHASES	101.4140.2110		4473390065			872	00276
	0317 FUEL CH	168.84	GAS & OIL PURCHASES	101.4094.2110		4473390065			872	00277
	0317 FUEL PD	2,583.50	GAS & OIL PURCHASES	101.4110.2110		4473390065			872	00278
	0317 SQUAD WASHES	70.37	GAS & OIL PURCHASES	101.4110.2110		4473390065			872	00279
	0317 FUEL PW	1,415.60	GAS & OIL PURCHASES	101.4212.2110		4473390065			872	00280
	0317 FUEL WTR	209.64	GAS & OIL PURCHASES	703.4825.2110		4473390065			872	00281
	0317 FUEL SWR	218.73	GAS & OIL PURCHASES	709.4843.2110		4473390065			872	00282
	0317 FUEL FD	236.37	GAS & OIL PURCHASES	101.4120.2110		4473390065			872	00283
		4,938.87	*VENDOR TOTAL							
G&K SERVICES	0317 UNIFORMS PW	111.65	UNIFORMS	101.4212.2120		033117			872	00026
	0317 UNIFORMS WTR	23.70	UNIFORMS	703.4825.2120		033117			872	00027
	0317 UNIFORMS SWR	31.75	UNIFORMS	709.4843.2120		033117			872	00028
	0317 TOWELS PW	8.75	RUGS/TOWELS	101.4212.4012		033117			872	00029

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
G&K SERVICES										
030917	RUGS CL	8.16	RUGS/TOWELS	101.4094.4012		1043716743			872	00034
030917	RUGS FD	12.72	RUGS/TOWELS	101.4120.4012		1043716743			872	00035
030917	RUGS CH	6.72	RUGS/TOWELS	101.4051.4012		1043716743			872	00036
030917	RUGS PD	15.60	RUGS/TOWELS	101.4110.4012		1043716743			872	00037
030917	RUGS PARKS	4.32	RUGS/TOWELS	101.4552.4012		1043716744			872	00038
030917	RUGS WTR	6.20	RUGS/TOWELS	703.4825.4012		1043716760			872	00039
030917	RUGS SWR	6.20	RUGS/TOWELS	709.4843.4012		1043716760			872	00040
030917	RUGS PW	8.40	RUGS/TOWELS	101.4212.4012		1043716764			872	00030
030917	RUGS LIBRARY	7.92	RUGS/TOWELS	101.4095.4012		1043716765			872	00032
032317	RUGS PW	8.40	RUGS/TOWELS	101.4212.4012		1043728233			872	00031
032317	RUGS LIBRARY	7.92	RUGS/TOWELS	101.4095.4012		1043728234			872	00033
		268.41	*VENDOR TOTAL							
GOPHER STATE ONE CALL IN										
0317	LOCATES WTR	39.63	EXPENSES OF GOPHER STATE	703.4825.5000		7030781			872	00044
0317	LOCATES SWR	39.62	EXPENSES OF GOPHER STATE	709.4843.5000		7030781			872	00045
		79.25	*VENDOR TOTAL							
HD SUPPLY WATERWORKS LTD										
	FLANGES/GASKETS-WTR MTR	72.75	REPAIR & MAINTENANCE SUP	703.4824.2200		G928439	028396	P	872	00046
HEYING/DEB										
040417	MILES EMP TAX	83.46	TRAINING/TRAVEL/HOTEL	101.4051.3200		040517			872	00074
040417	MEAL EMP TAX	11.98	TRAINING/TRAVEL/HOTEL	101.4051.3200		040517			872	00075
		95.44	*VENDOR TOTAL							
INNOVATIVE OFFICE SOLUTI										
	ENVELOPES/PENS/ETC-PD	85.42	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN1547630	000594	P	872	00047
INTEGRA TELECOM										
0323-042217	PHONES MAYOR	21.97	COMMUNICATIONS	101.4021.3100		14547794			872	00048
0323-042217	PHONES/LD CL	123.09	COMMUNICATIONS	101.4051.3100		14547794			872	00049
0323-042217	PHONES CH	29.30	COMMUNICATIONS	101.4094.3100		14547794			872	00050
0323-042217	PHONES/LD PD	206.67	COMMUNICATIONS	101.4110.3100		14547794			872	00051
0323-042217	PHONES/LD FD	22.42	COMMUNICATIONS	101.4120.3100		14547794			872	00052
0323-042217	PHONES/LD BI	112.21	COMMUNICATIONS	101.4140.3100		14547794			872	00053
0323-042217	PHONES/LD PW	112.62	COMMUNICATIONS	101.4212.3100		14547794			872	00054
0323-042217	PHONES WTR	73.24	COMMUNICATIONS	703.4825.3100		14547794			872	00055
0323-042217	PHONES SWR	73.25	COMMUNICATIONS	709.4843.3100		14547794			872	00056
0323-042217	PHONES PD	42.95	COMMUNICATIONS	101.4110.3100		14547794			872	00057
0323-042217	PHONES LIB	42.95	COMMUNICATIONS	101.4095.3100		14547794			872	00058
0323-042217	PHONES WTR	128.88	COMMUNICATIONS	703.4825.3100		14547794			872	00059
0323-042217	PHONES SWR	128.88	COMMUNICATIONS	709.4843.3100		14547794			872	00060
0323-042217	PHONES PW	42.95	COMMUNICATIONS	101.4212.3100		14547794			872	00061
0323-042217	PHONES PD	20.93	COMMUNICATIONS	101.4110.3100		14547794			872	00062
0323-042217	PHONES CH	20.94	COMMUNICATIONS	101.4094.3100		14547794			872	00063
0323-042217	PHONES CH	41.87	COMMUNICATIONS	101.4094.3100		14547794			872	00064
		1,245.12	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
JOHNSON/SHAUNNA										
	0101-033117 MISC MILEAGE	300.99	TRAINING/TRAVEL/HOTEL	101.4051.3200		040717			872	00067
	031917 MEAL MIDW INST	4.95	TRAINING/TRAVEL/HOTEL	101.4051.3200		040717			872	00234
	031917 MEAL MIDW INST	9.85	TRAINING/TRAVEL/HOTEL	101.4051.3200		040717			872	00235
	032217 MEAL MIDW INST	25.00	TRAINING/TRAVEL/HOTEL	101.4051.3200		040717			872	00236
	0319-032417 MILES MIDW I	330.00	TRAINING/TRAVEL/HOTEL	101.4051.3200		040717			872	00237
	022817 MEAL OVRAGE	1.02CR	TRAINING/TRAVEL/HOTEL	101.4051.3200		040717			872	00238
		669.77	*VENDOR TOTAL							
JR ACHIEVEMENT OF THE UP	2017 CONTRIBUTION	1,500.00	EXPENSES APPROVED BY COU	815.4825.4451		121916			872	00220
KLINEFELTER'S ENF & EMER	WHISTLE CHAIN/HOOK-TR	6.99	UNIFORMS	101.4110.2120		340058	000601	P	872	00068
LEAGUE OF MN CITIES										
	0613-061617 REG LMC C-KV	400.00	TRAINING/TRAVEL/HOTEL	101.4051.3200		254603			872	00228
	0613-061617 REG LMC C-RM	400.00	TRAINING/TRAVEL/HOTEL	101.4021.3200		254603			872	00229
	0613-061617 REG LMC C-ML	400.00	TRAINING/TRAVEL/HOTEL	101.4011.3200		254603			872	00230
	0613-061617 REG LMC C-VS	400.00	TRAINING/TRAVEL/HOTEL	101.4011.3200		254603			872	00231
	0613-061617 REG LMC C-FT	400.00	TRAINING/TRAVEL/HOTEL	101.4011.3200		254603			872	00232
	0613-061617 REG LMC C-CS	400.00	TRAINING/TRAVEL/HOTEL	101.4011.3200		254603			872	00233
	0613-061617 REG LMC C-SJ	400.00	TRAINING/TRAVEL/HOTEL	101.4051.3200		254743			872	00227
		2,800.00	*VENDOR TOTAL							
LENNYS CROSSROADS AUTO,	BRAKE PD/ROTOR REPL #214	428.80	REPAIR & MAINTENANCE	101.4110.3700		21171	000602	P	872	00078
	MULTIPLE REPAIRS #211	2,084.30	REPAIR & MAINTENANCE	101.4110.3700		21184	000603	P	872	00077
		2,513.10	*VENDOR TOTAL							
LMC INSURANCE TRUST	DEDUCT CLAIM #C0028848	2,500.00	PROPERTY CASUALTY INSURA	101.4110.3505		2196			872	00076
LOCATORS AND SUPPLIES IN	BARRICADES (10)	1,090.00	REPAIR & MAINTENANCE SUP	101.4212.2200		0254321-IN	028067	P	872	00079
MACQUEEN EQUIPMENT INC	HTR CONTROL VALVE-SWEEP	41.73	REPAIR & MAINTENANCE SUP	715.4224.2200		P05319	028072	P	872	00101
MANEY INTERNATIONAL INC	MIRRORS (2) #601	27.12	REPAIR & MAINTENANCE SUP	709.4841.2200		750647	028079	P	872	00080
MARCO INC	CAMERA NETWORK REP (4)	250.00	REPAIR & MAINT-TECHNOLOG	101.4110.3711		INV4153878	000599	P	872	00100
MARCO INC										
	0417 CL COPIER LEASE CL	233.79	SERVICE CONTRACT	101.4051.4015		20388941			872	00092
	0417 CL COPIER LEASE BI	77.93	SERVICE CONTRACT	101.4140.4015		20388941			872	00093
	0417 CL COPIER LEASE WTR	38.97	SERVICE CONTRACT	703.4825.4015		20388941			872	00094
	0417 CL COPIER LEASE SWR	38.96	SERVICE CONTRACT	709.4843.4015		20388941			872	00095
	1215-031517 CL COPIES CL	111.87	SERVICE CONTRACT	101.4051.4015		20388941			872	00096

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MARCO INC										
	1215-031517 CL COPIES BI	37.29	SERVICE CONTRACT	101.4140.4015		20388941			872	00097
	1215-031517 CL COPIES WT	18.64	SERVICE CONTRACT	703.4825.4015		20388941			872	00098
	1215-031517 CL COPIES SW	18.65	SERVICE CONTRACT	709.4843.4015		20388941			872	00099
	0417 PHONE LEASE PD	583.38	COMMUNICATIONS	101.4110.3100		20420653			872	00081
	0417 PHONE LEASE CL	183.81	COMMUNICATIONS	101.4051.3100		20420653			872	00082
	0417 PHONE LEASE BI	75.43	COMMUNICATIONS	101.4140.3100		20420653			872	00083
	0417 PHONE LEASE CH	193.66	COMMUNICATIONS	101.4094.3100		20420653			872	00084
	0417 PHONE LEASE MAYOR	23.65	COMMUNICATIONS	101.4021.3100		20420653			872	00085
	0417 PHONE LEASE EOC	164.34	COMMUNICATIONS	101.4191.3100		20420653			872	00086
	0417 PHONE LEASE PLAN	23.65	COMMUNICATIONS	101.4091.3100		20420653			872	00087
	0417 PHONE LEASE FD	65.56	COMMUNICATIONS	101.4120.3100		20420653			872	00088
	0417 PHONE LEASE PW	89.21	COMMUNICATIONS	101.4212.3100		20420653			872	00089
	0417 PHONE LEASE WTR	28.13	COMMUNICATIONS	703.4825.3100		20420653			872	00090
	0417 PHONE LEASE SWR	47.30	COMMUNICATIONS	709.4843.3100		20420653			872	00091
		2,054.22	*VENDOR TOTAL							
MASELTER CABINETS INC										
	1/2 PMT-COUNCIL DIAS	17,497.50	BUILDING IMPROVEMENTS	101.4094.5100		031517			872	00221
MENARDS										
	BATTERIES/TP/ETC WTP	177.86	REPAIR & MAINTENANCE SUP	703.4822.2200		46911	028400	P	872	00107
	SAFETY GLOVES (4)	39.96	SAFETY	703.4825.2300		46913	028402	P	872	00106
	BATTERIES AA-SHOP	9.97	REPAIR & MAINTENANCE SUP	101.4212.2200		46917	028069	P	872	00104
	WHEELS 8" (2)-TRASH CART	17.98	REPAIR & MAINTENANCE SUP	101.4212.2200		46997	028078	P	872	00103
	CALADIUM FLOWERS (4)	23.92	REPAIR & MAINTENANCE SUP	101.4552.2200		47003	028077	P	872	00105
	MULTI FLOWERS	41.86	REPAIR & MAINTENANCE SUP	101.4552.2200		47068	028081	P	872	00102
		311.55	*VENDOR TOTAL							
MN COPY SYSTEMS										
	0312-041117 PW COPIER	52.42	SERVICE CONTRACT	101.4212.4015		213182			872	00112
	0312-041117 PW COPIER	32.76	SERVICE CONTRACT	703.4825.4015		213182			872	00113
	0312-041117 PW COPIER	32.76	SERVICE CONTRACT	709.4843.4015		213182			872	00114
	0312-041117 PW COPIER	13.11	SERVICE CONTRACTS	715.4224.4015		213182			872	00115
	0312-041117 PW SHOP COPY	8.00	SERVICE CONTRACT	101.4212.4015		213183			872	00108
	0312-041117 PW SHOP COPY	5.00	SERVICE CONTRACT	703.4825.4015		213183			872	00109
	0312-041117 PW SHOP COPY	5.00	SERVICE CONTRACT	709.4843.4015		213183			872	00110
	0312-041117 PW SHOP COPY	2.00	SERVICE CONTRACTS	715.4224.4015		213183			872	00111
	0312-041117 PD COPIER	91.50	PRINTING & BINDING	101.4110.3400		213311			872	00116
		242.55	*VENDOR TOTAL							
MN DEPT OF HEALTH II										
	WATER OPERATOR RENEW-JZ	23.00	MISC - DUES	703.4825.4010		040717	026316	P	872	00117
MN VALLEY TESTING LABORA										
	032917 WASTE WTR TESTS	205.40	SEWER TESTING	709.4843.4844		856728			872	00118
MULTI MEDIA HOLDINGS COR										
	031117 PB HR PLAN COMM	187.83	ADVERTISEMENTS	101.4031.3300		0004705363			872	00127
	031817 BOARD OF APPEAL	84.01	ADVERTISEMENTS	101.4051.3300		0004705363			872	00128
		271.84	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
NNA SERVICES LLC ERRORS/OMMISSIONS INS-KV	68.00	MISC - DUES	101.4051.4010		040117	010063	P	872	00222
NORTH CENTRAL TRUCK EQUI PLOW REP #415	140.60	REPAIR & MAINTENANCE SUP	101.4212.2200		76126	028075	P	872	00119
OERTEL ARCHITECTS ARCHT SVC PYT #14-PW FAC	16,500.00	ENGINEERING COSTS	443.4214.6301		14			872	00188
ARCHT EXP PYT #14-PW FAC	369.66	ENGINEERING COSTS	443.4214.6301		14			872	00189
ARCHT SVC PYT #3-COUNCIL	1,200.00	CONSULTANTS - ENGINEERIN	101.4211.3010		3			872	00120
ARCHT SVC PYT #8-AMP PH2	1,240.00	CONSULTANTS - ENGINEERIN	101.4211.3010		8			872	00121
	19,309.66	*VENDOR TOTAL							
PALMER PRINTING HWY 23 CRASH REDUCT CRDS	447.00	PRINTING & BINDING	101.4110.3400		170513-01	000605	P	872	00122
PUBLIC SAFETY EQUIPMENT RADAR UNITS/TUNING FORK	375.00	REPAIR & MAINTENANCE	101.4110.3700		6057	000604	P	872	00124
RETIRED SENIOR VOLUNTEER 2017 CONTRIBUT 1ST HALF	5,000.00	EXPENSES APPROVED BY COU	815.4825.4451		121916			872	00223
SPECTRUM SUPPLY LINERS (2)-STREETS	83.00	REPAIR & MAINTENANCE SUP	101.4212.2200		62929	028536	P	872	00126
LINERS/TISSUE/ETC-CH	141.94	REPAIR & MAINTENANCE SUP	101.4094.2200		62930	028535	P	872	00125
	224.94	*VENDOR TOTAL							
STAINBROOK COMMUNICATION FD CABLING	328.00	CAPITAL EXPENDITURES	101.4120.5400		45227			872	00129
STEARNS COUNTY AUDITOR T TITLE 2007 SPARTEN FD TK	23.75	MISC - DUES	101.4120.4010		040417			872	00131
1ST QTR 2017 EMS SERVICE	1,750.00	SERVICE CONTRACT	101.4191.4015		2017-00000002			872	00130
	1,773.75	*VENDOR TOTAL							
STEARNS ELECTRIC ASSN 0317 ST LIGHT CR 6	15.95	PUBLIC UTILITY SERVICES	101.4217.3600		10147400			872	00132
TENVOORDE FORD INC SHIFT LEVER #401	71.58	REPAIR & MAINTENANCE SUP	101.4212.2200		5108097	028093	P	872	00133
TEXAS ROADHOUSE-WAITE PA 040317 MEAL WORK SESSION	64.64	TRAINING/TRAVEL/HOTEL	101.4051.3200		999/1	028552	P	872	00134
040317 MEAL WORK SESSION	51.71	TRAINING/TRAVEL/HOTEL	101.4011.3200		999/1	028552	P	872	00135
040317 MEAL WORK SESSION	12.93	TRAINING/TRAVEL/HOTEL	101.4212.3200		999/1	028552	P	872	00136
040317 MEAL WORK SESSION	12.93	TRAINING/TRAVEL/HOTEL	101.4091.3200		999/1	028552	P	872	00137
040317 MEAL WORK SESSION	12.93	TRAINING/TRAVEL/HOTEL	101.4021.3200		999/1	028552	P	872	00138
	155.14	*VENDOR TOTAL							

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
TRI SCHOOL DONATIONS COM	2017 CONTRIBUTION	1,500.00	EXPENSES APPROVED BY COU	815.4825.4451		121916			872	00224
ULINE	SIGN FRAMES (4)	69.41	REPAIR & MAINTENANCE SUP	715.4224.2200		85343837	028397	P	872	00181
VEENSTRA/BRADLEY THOMAS	0317 CONST PHOTOS-PW FAC	200.00	CONSTRUCTION COSTS	443.4214.6300		42506	020043	P	872	00191
VERIZON WIRELESS SERVICE	0223-032217 CELLS PD	435.86	COMMUNICATIONS	101.4110.3100		9782628699		P	872	00139
	0223-032217 CELLS PD	16.80	COMMUNICATIONS	101.4120.3100		9782628699			872	00140
	0223-032217 CELLS PLAN	60.66	COMMUNICATIONS	101.4091.3100		9782628699			872	00141
	0223-032217 CELLS CL	60.66	COMMUNICATIONS	101.4051.3100		9782628699			872	00142
	0223-032217 CELLS PW	115.03	COMMUNICATIONS	101.4212.3100		9782628699			872	00143
	0223-032217 CELLS WTR	57.52	COMMUNICATIONS	703.4825.3100		9782628699			872	00144
	0223-032217 CELLS SWR	57.51	COMMUNICATIONS	709.4843.3100		9782628699			872	00145
	0223-032217 CELLS TASK F	114.15	COMMUNICATIONS	101.4110.3100		9782628699			872	00146
	0223-032217 BBAND PW	35.01	COMMUNICATIONS	101.4212.3100		9782630454			872	00147
	0223-032217 BBAND WTR	17.50	COMMUNICATIONS	703.4825.3100		9782630454			872	00148
	0223-032217 BBAND SWR	17.51	COMMUNICATIONS	709.4843.3100		9782630454			872	00149
		988.21	*VENDOR TOTAL							
VISA	0317 BEACON FEE	1.00	MISC - DUES	101.4211.4010		033117			872	00150
	BOTTLE JACK-WTP	12.99	REPAIR & MAINTENANCE SUP	703.4822.2200		033117	028391	P	872	00151
	030617 MEAL PW FAC MT-SJ	15.97	TRAINING/TRAVEL/HOTEL	101.4051.3200		033117			872	00152
	030617 MEAL PW FAC MT-DW	18.19	TRAINING/TRAVEL/HOTEL	101.4212.3200		033117			872	00153
	030617 MEAL PW FAC MT-WS	13.55	TRAINING/TRAVEL/HOTEL	101.4212.3200		033117			872	00154
	COPY PAPER (2)-PW	35.98	OFFICE SUPPLIES/POSTAGE	101.4212.2000		033117	028228	P	872	00155
	STICKERS/ETC-YW SIGN	13.95	REPAIR & MAINTENANCE SUP	101.4223.2200		033117	028060	P	872	00156
	OFFICE 365-WS LAPTOP	75.15	OFFICE SUPPLIES/POSTAGE	101.4212.2000		033117	020035	P	872	00157
	TAB INSERTS (5)	9.95	OFFICE SUPPLIES/POSTAGE	101.4212.2000		033117	020041	P	872	00158
	SIGN POSTS (2) YW-SMWEA	215.86	REPAIR & MAINTENANCE SUP	715.4224.2200		033117	028398	P	872	00159
	HAZ WASTE DISPOSAL	89.46	REPAIR & MAINTENANCE SUP	101.4094.2200		033117	028065	P	872	00160
	HAZ WASTE DISPOSAL	67.76	REPAIR & MAINTENANCE SUP	101.4217.2200		033117	028065	P	872	00161
	ICE-SWR SAMPLES	5.98	REPAIR & MAINTENANCE SUP	709.4841.2200		033117	028401	P	872	00162
	032817 MEAL PW FAC/SEH	51.47	TRAINING/TRAVEL/HOTEL	101.4212.3200		033117			872	00163
	0227-022917 HTL MPCA-JZ	308.78	TRAINING/TRAVEL/HOTEL	709.4843.3200		033117			872	00164
	0227-022917 HTL MPCA-JB	308.78	TRAINING/TRAVEL/HOTEL	709.4843.3200		033117			872	00165
	SPEECHLIVE SOFTW (3MO)	779.40	TECHNOLOGY SERVICE CONTR	101.4110.4017		033117	000572	P	872	00166
	051617 REG TASER TR-JT	225.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		033117			872	00167
	030717 MEAL MUT AID-TW	15.06	TRAINING/TRAVEL/HOTEL	101.4110.3200		033117			872	00168
	030717 MEAL MUT AID-TW	15.83	TRAINING/TRAVEL/HOTEL	101.4110.3200		033117			872	00169
	030817 MEAL MUT AID-TW	15.79	TRAINING/TRAVEL/HOTEL	101.4110.3200		033117			872	00170
	CAR SAFETY SEAT	234.00	COMMUNITY POLICING	101.4110.2140		033117	000575	P	872	00171
	0311-031217 HTL NARC-JB	105.80	TRAINING/TRAVEL/HOTEL	101.4110.3200		033117			872	00172
	0311-031217 GAS NARC-JB	51.32	TRAINING/TRAVEL/HOTEL	101.4110.3200		033117			872	00173
	10000 CALLYO CR-INV EXP	750.00	INVESTIGATIVE SUPPLIES	101.4110.2150		033117	000586	P	872	00174
	FLASH DRIVES 16G (10)-PD	107.38	OFFICE SUPPLIES/POSTAGE	101.4110.2000		033117	000606	P	872	00175
	HELMETS (150)-PRORIDER	1,527.50	COMMUNITY POLICING	815.4110.2140		033117	000593	P	872	00176

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
VISA	EVIDENCE LABELS (5)-PD	74.95	INVESTIGATIVE SUPPLIES	101.4110.2150		033117	000589	P	872	00177
	0510-051217 HTL DEP-KS	100.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		033117			872	00178
	LARGE PAPER CLIPS	5.29	OFFICE SUPPLIES/POSTAGE	101.4120.2000		033117	028266	P	872	00179
	MAT/HOSE/ETC #E1	101.51	REPAIR & MAINTENANCE SUP	101.4120.2200		033117	028265	P	872	00180
	022817 MEAL COPART MT-JN	18.68	TRAINING/TRAVEL/HOTEL	101.4091.3200		033117			872	00240
	022817 MEAL COPART MT-RM	17.40	TRAINING/TRAVEL/HOTEL	101.4021.3200		033117			872	00241
	022817 MEAL COPART MT-SJ	21.03	TRAINING/TRAVEL/HOTEL	101.4051.3200		033117			872	00242
	022817 MEAL COPART MT-GH	16.10	TRAINING/TRAVEL/HOTEL	101.4051.3200		033117			872	00243
	030917 MEAL LOBBY DAY-RM	10.76	TRAINING/TRAVEL/HOTEL	101.4021.3200		033117			872	00244
	030917 MEAL LOBBY DAY-ML	10.91	TRAINING/TRAVEL/HOTEL	101.4011.3200		033117			872	00245
	030917 MEAL LOBBY DAY-FT	12.31	TRAINING/TRAVEL/HOTEL	101.4011.3200		033117			872	00246
	030917 MEAL LOBBY DAY-SJ	13.18	TRAINING/TRAVEL/HOTEL	101.4051.3200		033117			872	00247
	PRINTER TONER	40.68	OFFICE SUPPLIES/POSTAGE	101.4051.2000		033117	010059	P	872	00248
	PRINTER TONER	39.48	OFFICE SUPPLIES/POSTAGE	703.4825.2000		033117	010059	P	872	00249
	PRINTER TONER	39.49	OFFICE SUPPLIES/POSTAGE	709.4843.2000		033117	010059	P	872	00250
	2017 MNGFOA DUES KL	60.00	MISC - DUES	101.4051.4010		033117			872	00251
	0503-050517 REG MCMA-SJ	535.00	TRAINING/TRAVEL/HOTEL	101.4051.3200		033117			872	00252
	031417 MEAL MCFOA-KV	8.88	TRAINING/TRAVEL/HOTEL	101.4051.3200		033117			872	00253
	031517 MEAL MCFOA-KV	13.88	TRAINING/TRAVEL/HOTEL	101.4051.3200		033117			872	00254
	031617 MEAL MCFOA-KV	18.70	TRAINING/TRAVEL/HOTEL	101.4051.3200		033117			872	00255
	0314-031717 HTL MCFOA-KV	246.15	TRAINING/TRAVEL/HOTEL	101.4051.3200		033117			872	00256
	0319-032417 HTL MIDW-SJ	743.77	TRAINING/TRAVEL/HOTEL	101.4051.3200		033117			872	00257
	032017 MEAL MIDW LEAD-SJ	19.70	TRAINING/TRAVEL/HOTEL	101.4051.3200		033117			872	00258
	032117 MEAL MIDW LEAD-SJ	24.90	TRAINING/TRAVEL/HOTEL	101.4051.3200		033117			872	00259
	032417 MEAL MIDW LEAD-SJ	10.25	TRAINING/TRAVEL/HOTEL	101.4051.3200		033117			872	00260
	PC MONITOR-FD	318.19	CAPITAL EXPENDITURES	101.4120.5400		033117	028546	P	872	00261
	PC-FD	1,042.44	CAPITAL EXPENDITURES	101.4120.5400		033117	028546	P	872	00262
	PC ADAPTOR-FD	17.19	CAPITAL EXPENDITURES	101.4120.5400		033117	028546	P	872	00263
	0321-042017 ADOBE SUB SJ	75.15	OTHER CONTRACTUAL SERVIC	101.4051.4070		033117			872	00264
	0321-042017 ADOBE SUB MW	75.15	OTHER CONTRACTUAL SERVIC	101.4051.4070		033117			872	00265
	042917 HTL MN MAYORS-RM	188.77	TRAINING/TRAVEL/HOTEL	101.4021.3200		033117			872	00266
	PC KEYBOARD/MOUSE-FD	46.58	CAPITAL EXPENDITURES	101.4120.5400		033117	028547	P	872	00267
	0217-031617 MS ONLINE CL	231.00	SERVICE CONTRACT	101.4051.4015		033117			872	00268
	0217-031617 MS ONLINE FD	99.00	SERVICE CONTRACT	101.4120.4015		033117			872	00269
	0217-031617 MS ONLINE BI	66.00	SERVICE CONTRACT	101.4140.4015		033117			872	00270
	0217-031617 MS ONLINE PW	165.00	SERVICE CONTRACT	101.4212.4015		033117			872	00271
	0217-031617 MS ONLINE WT	99.00	SERVICE CONTRACT	703.4825.4015		033117			872	00272
	2017 PELRA MEMBER DH	200.00	MISC - DUES	101.4051.4010		033117	028549	P	872	00273
	KEYBOARD BI	67.63	REPAIR & MAINTENANCE	101.4140.3700		033117			872	00274
		9,966.00	*VENDOR TOTAL							
WACOSA	2017 CONTRIBUTION	2,000.00	EXPENSES APPROVED BY COU	815.4825.4451		121916			872	00225
WAITE PARK PIZZA RANCH I	030617 MEAL WORK SESSION	49.74	TRAINING/TRAVEL/HOTEL	101.4051.3200		95	028555	P	872	00182
	030617 MEAL WORK SESSION	33.16	TRAINING/TRAVEL/HOTEL	101.4011.3200		95	028555	P	872	00183
	030617 MEAL WORK SESSION	8.29	TRAINING/TRAVEL/HOTEL	101.4021.3200		95	028555	P	872	00184
	030617 MEAL WORK SESSION	8.29	TRAINING/TRAVEL/HOTEL	101.4212.3200		95	028555	P	872	00185
	030617 MEAL WORK SESSION	8.29	TRAINING/TRAVEL/HOTEL	101.4091.3200		95	028555	P	872	00186

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
WAITE PARK PIZZA RANCH I		107.77	*VENDOR TOTAL							
WEST CENTRAL SANITATION	0317 REFUSE 1519 PICKUPS	25,604.19	OTHER CONTRACTUAL SERVIC	101.4223.4070		033117			872	00192
WHITNEY SENIOR CENTER	0214-032717 CONTRIBUTION	320.00	EXPENSES APPROVED BY COU	815.4825.4451		114			872	00187
WP SPASS TAG INC	2017 CONTRIBUTION	10,000.00	EXPENSES APPROVED BY COU	815.4825.4451		121916			872	00226
XCEL ENERGY										
	0221-032217 GILLITZER	33.34	PUBLIC UTILITY SERVICES	101.4094.3600		539870809			872	00197
	0222-032317 GR OAK DR	50.78	PUBLIC UTILITY SERVICES	101.4217.3600		539986429			872	00195
	0222-032317 WTR PLANT	6,425.48	PUBLIC UTILITY SERVICES	703.4822.3600		540149295			872	00198
	0226-032717 860 17 AV S	34.37	PUBLIC UTILITY SERVICES	101.4217.3600		540394392			872	00196
	0304-040317 ST LIGHTS	7,008.91	PUBLIC UTILITY SERVICES	101.4217.3600		541215054			872	00194
	0221-032217 WTR TWRS	569.19	PUBLIC UTILITY SERVICES	703.4824.3600		541401139			872	00199
	0222-032317 LIFT STATION	317.48	PUBLIC UTILITY SERVICES	709.4841.3600		541401139			872	00200
	0222-032317 PARKS	588.99	PUBLIC UTILITY SERVICES	101.4552.3600		541401139			872	00201
	0222-032317 RIVERS EDGE	11.75	PUBLIC UTILITY SERVICES	101.4552.3600		541401139			872	00202
	0222-032317 BARTZ PARK	11.97	PUBLIC UTILITY SERVICES	101.4552.3600		541401139			872	00203
	0222-032317 CITY GARAGES	1,401.36	PUBLIC UTILITY SERVICES	101.4212.3600		541401139			872	00204
	0222-032317 WELLHOUSES	205.57	PUBLIC UTILITY SERVICES	703.4822.3600		541401139			872	00205
	0222-032117 OLD WTP	132.63	PUBLIC UTILITY SERVICES	703.4822.3600		541401139			872	00206
	0222-032317 TRAFF SIGNAL	512.23	PUBLIC UTILITY SERVICES	101.4216.3600		541401139			872	00207
	0301-032917 810 3 ST N	8.70	PUBLIC UTILITY SERVICES	101.4217.3600		541401139			872	00208
	0222-032517 CITY HALL	789.35	PUBLIC UTILITY SERVICES	101.4094.3600		541401139			872	00209
	0222-032517 CITY HALL	101.85	PUBLIC UTILITY SERVICES	101.4051.3600		541401139			872	00210
	0222-032517 CITY HALL	483.79	PUBLIC UTILITY SERVICES	101.4120.3600		541401139			872	00211
	0222-032517 CITY HALL	1,094.90	PUBLIC UTILITY SERVICES	101.4110.3600		541401139			872	00212
	0222-032517 CITY HALL	25.46	PUBLIC UTILITY SERVICES	101.4140.3600		541401139			872	00213
	0222-032517 CITY HALL	25.46	PUBLIC UTILITY SERVICES	703.4825.3600		541401139			872	00214
	0222-032517 CITY HALL	25.47	PUBLIC UTILITY SERVICES	709.4843.3600		541401139			872	00215
	0222-032317 LIBRARY	440.47	PUBLIC UTILITY SERVICES	101.4095.3600		541401139			872	00216
	0222-032317 ST LIGHTS	752.37	PUBLIC UTILITY SERVICES	101.4217.3600		541401139			872	00217
	0222-032517 SPLASH PAD	285.53	PUBLIC UTILITY SERVICES	101.4554.3600		541401139			872	00218
	0221-032217 210 3 ST N	20.91	PUBLIC UTILITY SERVICES	101.4094.3600		541401139			872	00219
	0221-032217 PW FACILITY	5,018.92	PUBLIC UTILITY SERVICES	101.4212.3600		541498068			872	00193
		26,377.23	*VENDOR TOTAL							

ACS FINANCIAL SYSTEM
04/12/2017 11:50:19

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CITY OF WAITE PARK
GL540R-V08.05 PAGE 10

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION							
REPORT TOTALS:	243,962.60						

RECORDS PRINTED - 000283

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	
443	PUBLIC WORKS FACILITY	98,953.57
703	WATER FUND	25,035.91
709	SEWER FUND	13,365.11
715	STORMWATER FUND	84,268.40
815	CHARITABLE GAMBLING	492.11
		21,847.50
TOTAL ALL FUNDS		243,962.60

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	243,962.60
TOTAL ALL BANKS		243,962.60

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

ACS FINANCIAL SYSTEM
04/27/2017 08:15:33

Schedule of Bills

CITY OF WAITE PARK
GL050S-V08.05 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 0417D2 COMMENT... 042617 MISC DISBURSEMENT

DATA-JE-ID DATA COMMENT

D-04262017-922 042617 MISC DISBURSEMENT

Run Instructions:

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

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
ALL CARE TOWING INC	TOW CHEVY IMPALA	44.00	TOWING	101.4110.3910		174972	000621	P	922	00002
	TOW FLAT TIRE #207	32.00	TOWING	101.4110.3910		178837	000625	P	922	00001
		76.00	*VENDOR TOTAL							
BATTERIES PLUS	SPEC BATT C/1.5V-FLARES	135.72	REPAIR & MAINTENANCE	101.4110.3700		036-468852	000608	P	922	00003
CAL ENTERPRISE INC	BATT REBUILD-DEWALT	45.99	REPAIR & MAINTENANCE SUP	101.4212.2200		1922301005977	028091	P	922	00005
	BATT REBUILD-TAPCO SIGNS	205.70	REPAIR & MAINTENANCE SUP	101.4216.2200		92230001002275	028090	P	922	00004
		251.69	*VENDOR TOTAL							
CENTRAL HYDRAULICS INC	CUTTING EDGES REPL #409	1,282.83	REPAIR & MAINTENANCE SUP	101.4212.2200		0082763	028080	P	922	00006
CHARTER COMMUNICATIONS	0417 INTERNET/TV CL	34.60	COMMUNICATIONS	101.4051.3100		041317			922	00007
	0417 INTERNET/TV CH	11.01	COMMUNICATIONS	101.4094.3100		041317			922	00008
	0417 INTERNET/TV FD	24.01	COMMUNICATIONS	101.4120.3100		041317			922	00009
	0417 INTERNET/TV BI	34.60	COMMUNICATIONS	101.4140.3100		041317			922	00010
	0417 INTERNET/TV PW	22.02	COMMUNICATIONS	101.4212.3100		041317			922	00011
	0417 INTERNET/TV WTR	22.03	COMMUNICATIONS	703.4825.3100		041317			922	00012
	0417 INTERNET/TV SWR	22.02	COMMUNICATIONS	709.4843.3100		041317			922	00013
	0417 INTERNET/TV RADIO C	114.57	COMMUNICATIONS	101.4191.3100		041317			922	00014
	0417 INTERNET/TV WTR	39.01	COMMUNICATIONS	703.4825.3100		041317			922	00015
	0417 INTERNET/TV SWR	39.01	COMMUNICATIONS	709.4843.3100		041317			922	00016
	0417 INTERNET/TV PW	137.77	COMMUNICATIONS	101.4212.3100		041317			922	00017
	0417 TV PARKS	8.02	COMMUNICATIONS	101.4552.3100		041317			922	00018
	0417 INTERNET WARMING H	89.98	COMMUNICATIONS	101.4552.3100		041317			922	00019
	0417 TV WARMING HOUSE	8.02	COMMUNICATIONS	101.4552.3100		041317			922	00020
		606.67	*VENDOR TOTAL							
CITY OF SAUK RAPIDS	1ST QTR 2017 GANG STRIKE	5,406.43	OTHER CONTRACTUAL SERVIC	101.4110.4070		0117-0317			922	00021
CITY OF ST CLOUD	NUTRIENT RECOVERY PMT #2	40,795.00	DEBT SERVICE TRI-CITY/SI	709.4841.4845		AR006224			922	00022
	0317 OPER & MAINT	27,471.79	OPERATIONS & MAINTENANCE	709.4842.2160		AR006385			922	00192
	0317 OPER & MAINT CONV	5,839.91	OPERATIONS & MAINTENANCE	709.4841.2160		AR006385			922	00193
	0317 REHAB & REPLACE	1,993.80	REHAB & REPLACE	709.4842.3730		AR006385			922	00194
	0317 REHAB & REPLACE CON	734.56	REHAB & REPLACE	709.4841.3730		AR006385			922	00195
	0317 DEBT SVC-WWTF EXP	17,688.00	DEBT SERVICE	709.4842.4845		AR006385			922	00196
	0317 DEBT SVC-TRI/SIS	14,321.00	DEBT SERVICE TRI-CITY/SI	709.4841.4845		AR006385			922	00197
	0317 DEBT SVC-SIS PH 3	4,552.00	DEBT SERVICE	709.4842.4845		AR006385			922	00198
	0317 DEBT SVC-SIS PH 4	8,669.00	DEBT SERVICE TRI-CITY/SI	709.4841.4845		AR006385			922	00199
	0317 DEBT SVC-M LIFT ST	3,485.00	DEBT SERVICE TRI-CITY/SI	709.4841.4845		AR006385			922	00200
	0317 EXISTING DEBT	2,619.41	EXISTING DEBT	709.4842.4846		AR006385			922	00201
		128,169.47	*VENDOR TOTAL							

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CONVENTION VISITORS BURE 0317 H/M TAX-ASTERIA	1,243.43	PAYMENTS TO CHAMBER	601.4440.4441		0317			922	00023
CUSTOM ACCENTS INC RETRACTABLE BANNERS	325.00	COMMUNITY POLICING	101.4110.2140		70955				
A FRAME SIGN-PD EVENTS	261.53	COMMUNITY POLICING	101.4110.2140		70961	000622	P	922	00026
GRAPHIC SIGN-COFFE W/COP	83.29	COMMUNITY POLICING	101.4110.2140		70975	000623	P	922	00027
TABLE RUNNER/EXP DISPLAY	820.34	COMMUNITY POLICING	101.4110.2140		70975	000624	P	922	00028
WTR BOTTLES/TOTE BAGS	817.91	COMMUNITY POLICING	101.4110.2140		70983	000626	P	922	00024
	2,308.07	*VENDOR TOTAL	815.4110.2140		70995	000627	P	922	00025
CUSTOM REMODELERS INC BLDG PERMIT REFUND	36.00	REFUNDS & REIMBURSEMENTS	101.4140.4980			B2017-134		028570	P 922 00029
DE LAGE LANDEN FINANCIAL 0417 PW COPIER LEASE PW	42.32	SERVICE CONTRACT	101.4212.4015						
0417 PW COPIER LEASE WTR	26.45	SERVICE CONTRACT	703.4825.4015		54172593			922	00030
0417 PW COPIER LEASE SWR	26.45	SERVICE CONTRACT	709.4843.4015		54172593			922	00031
0417 PW COPIER LEASE SS	10.58	SERVICE CONTRACTS	715.4224.4015		54172593			922	00032
	105.80	*VENDOR TOTAL						922	00033
DESIGN ELECTRIC INC ST LIGHT REP-3 ST N/4 AV	823.00	REPAIR & MAINTENANCE SUP	101.4217.2200		4993			027699	P 922 00034
ST LIGHT REP-3 ST N/4 AV	414.00	REPAIR & MAINTENANCE	101.4217.3700		4993			027699	P 922 00035
	1,237.00	*VENDOR TOTAL							
ERICKSON ELECTRIC COMPAN UPS-WTP	597.95	REPAIR & MAINTENANCE SUP	703.4822.2200			1029		028399	P 922 00036
FASTENAL CO MULTI BOLTS/NUTS-SHOP	89.51	REPAIR & MAINTENANCE SUP	101.4212.2200			MNST195942		028083	P 922 00037
FLAHERTY HOOD PA 0317 LABOR/EMP SERVICES	911.25	LEGAL SERVICES	101.4060.3005		9946				
0317 BONDING SERVICE	2,101.50	LEGAL SERVICES	101.4060.3005		9970			922	00038
0317 BONDING EXP	10.80	LEGAL SERVICES	101.4060.3005		9970			922	00039
	3,023.55	*VENDOR TOTAL						922	00040
GOODIN CO FLUSH VALVES (3)-RE BATH	370.91	REPAIR & MAINTENANCE SUP	101.4552.2200			05943509-00		028085	P 922 00050
TOILET SEAT-RE BATHROOM	19.12	REPAIR & MAINTENANCE SUP	101.4552.2200			05944301-00		028095	P 922 00049
	390.03	*VENDOR TOTAL							
HAWKINS INC AZONE/FLUORIDE/ETC-WTP	3,287.41	REPAIR & MAINTENANCE SUP	703.4822.2200			4054027		028403	P 922 00051
HD SUPPLY WATERWORKS LTD 3" PROP REGISTER/ELEMENT	1,660.44	REPAIR & MAINTENANCE SUP	703.4824.2200			G868630		028390	P 922 00052

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
HEALTHPARTNERS										
	0517 HEALTH INS PREM CL	6,203.44	HOSPITALIZATION INSURANC	101.4051.1500		72313418			922	00053
	0517 HEALTH INS PREM PL	1,348.59	HOSPITALIZATION INSURANC	101.4091.1500		72313418			922	00054
	0517 HEALTH INS PREM CH	674.29	HOSPITALIZATION INSURANC	101.4094.1500		72313418			922	00055
	0517 HEALTH INS PREM PD	25,690.51	HOSPITALIZATION INSURANC	101.4110.1500		72313418			922	00056
	0517 HEALTH INS PREM BI	1,348.59	HOSPITALIZATION INSURANC	101.4140.1500		72313418			922	00057
	0517 HEALTH INS PREM PW	8,341.60	HOSPITALIZATION INSURANC	101.4212.1500		72313418			922	00058
	0517 HEALTH INS PREM SNW	1,281.14	HOSPITALIZATION INSURANC	101.4213.1500		72313418			922	00059
	0517 HEALTH INS PREM SS	310.17	HOSPITALIZATION INSURANC	715.4224.1500		72313418			922	00060
	0517 HEALTH INS PREM PK	1,658.76	HOSPITALIZATION INSURANC	101.4552.1500		72313418			922	00061
	0517 HEALTH INS PREM WTR	4,490.88	HOSPITALIZATION INSURANC	703.4825.1500		72313418			922	00062
	0517 HEALTH INS PREM SWR	2,818.55	HOSPITALIZATION INSURANC	709.4843.1500		72313418			922	00063
		54,166.52	*VENDOR TOTAL							
HOME DEPOT CREDIT SERVIC										
	GARBAGE GRABBER/PREEN-PK	195.94	REPAIR & MAINTENANCE SUP	101.4552.2200		3011757	028094	P	922	00065
	MULTI FLOWERS/TANK STAND	143.99	REPAIR & MAINTENANCE SUP	101.4552.2200		4010311	028076	P	922	00064
	DISH SOAP/PLIERS/ETC-PW	94.16	REPAIR & MAINTENANCE SUP	101.4212.2200		5012659	028102	P	922	00066
		434.09	*VENDOR TOTAL							
HOWE/JEFFREY R										
	0417 BUILDING INSP SVC	8,446.00	OTHER CONTRACTUAL SERVIC	101.4140.4070		0417			922	00067
INNOVATIVE OFFICE SOLUTI										
	BATTERIES AA-PD	18.05	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN1571186	000616	P	922	00068
	DUPLICATING PAPER/ETC	24.20	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN1588084	000632	P	922	00069
		42.25	*VENDOR TOTAL							
JEFF CURTIS ELECTRIC, IN										
	WIRE FRESH AIR INTAKE-CH	210.40	REPAIR & MAINTENANCE	101.4094.3700		1779	028537	P	922	00070
LANGUAGE LINE SERVICES										
	0317 INTERPRET-SOMALI	14.14	PROF SERVICES - INTERPRE	101.4110.3031		4048091	000610	P	922	00071
LEAGUE OF MN CITIES										
	041817 REG LOSS CTR-TD	20.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		254709	000613	P	922	00072
LEXISNEXIS RISK DATA MAN										
	0317 MIN COMMIT BALANCE	50.00	INVESTIGATIVE SUPPLIES	101.4110.2150		1032000-201703	000609	P	922	00073
MACQUEEN EQUIPMENT INC										
	VACTOR REPAIR #601	805.35	REPAIR & MAINTENANCE SUP	709.4841.2200		W00142	028111	P	922	00074
MARCO INC										
	IP CAMERA/INST-PD	597.51	REPAIR & MAINT-TECHNOLOG	101.4110.3711		INV4191305	000620	P	922	00075
MARK J TRAUT WELLS INC										
	041717 8 WATER TESTS	184.00	WATER TESTS	703.4825.4820		295419			922	00076

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MARTINS/ROBERT A SAFETY BOOTS REIMB	194.99	UNIFORMS	101.4212.2120		042417			922	00077
MCDOWALL COMFORT MANAGEM MOTORIZED FR AIR DAMPER	637.00	REPAIR & MAINTENANCE	101.4094.3700		234220	028540	P	922	00078
MCDOWALL COMPANY ROOF REP-COMM PK	3,720.00	REPAIR & MAINTENANCE	101.4552.3700		8664	028543	P	922	00079
MENARDS IND HANDY SAND/ETC-PARKS	58.74	REPAIR & MAINTENANCE SUP	101.4552.2200		48028	028101	P	922	00082
LIGHT BULBS/ETC-PK BATHR	18.77	REPAIR & MAINTENANCE SUP	101.4552.2200		48466	028106	P	922	00081
WTR THERMOSTAT-SP PAD	10.99	REPAIR & MAINTENANCE SUP	101.4554.2200		48493	028108	P	922	00080
	88.50	*VENDOR TOTAL							
MIDWAY IRON METAL CO INC ALUM/SHEARING TIME-ST WT	83.78	REPAIR & MAINTENANCE SUP	715.4224.2200		348256	028097	P	922	00084
ALUM-ST WTR SIGNS	19.44	REPAIR & MAINTENANCE SUP	715.4224.2200		348272	028099	P	922	00083
	103.22	*VENDOR TOTAL							
MN COPY SYSTEMS 032017 FAX/EMAIL SVC-WS	120.00	REPAIR & MAINTENANCE	101.4212.3700		212388			922	00086
0212-041117 FD COPIER	23.98	OFFICE SUPPLIES/POSTAGE	101.4120.2000		213312			922	00085
	143.98	*VENDOR TOTAL							
MN DEPT OF HEALTH VARIANCE PERMIT-WELL #6	235.00	CONSTRUCTION COSTS	703.4830.6300		042617			922	00202
WTRMAIN PRMT APP-WELL #6	250.00	CONSTRUCTION COSTS	703.4830.6300		042617			922	00203
	485.00	*VENDOR TOTAL							
MN VALLEY TESTING LABORA 041717 WASTE WTR TESTS	684.20	SEWER TESTING	709.4843.4844		859431			922	00087
MOTOROLA SOLUTIONS, INC ANNUAL RADIO LEASE-PD	15,515.75	CAPITAL EXPENDITURES	101.4110.5400		25901	000617	P	922	00088
NORTHERN STAR THERAPY LT PRE-EMPL PHYSICALS-BD/BL	118.00	PROFESSIONAL SERV PHYSIC	101.4120.3011		040417	028557	P	922	00089
NORTHLAND TRUST SERVICES GO CROSS RFD BD 2010A IN	44,542.50	INTEREST PAYMENT (BONDS)	320.4720.6100		032917			922	00090
GO CROSS RFD BD 2011A IN	1,150.00	INTEREST PAYMENT (BONDS)	323.4720.6100		032917			922	00091
	45,692.50	*VENDOR TOTAL							
PALMER PRINTING 0417 CITY NEWSLETTER	462.00	PRINTING & BINDING	101.4013.3400		170988-01	010065	P	922	00099
RAJKOWSKI HANSMEIER LTD 0317 ORDINANCES	549.00	LEGAL SERVICES	101.4060.3005		76253			922	00101
0317 COPART	1,546.00	LEGAL SERVICES	101.4060.3005		76253			922	00102

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
RAJKOWSKI	HANSMEIER LTD									
	0317 MEETINGS	108.00	LEGAL SERVICES	101.4060.3005		76254			922	00103
	0317 HOTEL LICENSING	88.50	LEGAL SERVICES	101.4060.3005		76254			922	00104
	0317 MENARDS	192.00	LEGAL SERVICES	101.4060.3005		76254			922	00105
	0317 STERLING PARK	40.50	LEGAL SERVICES	101.4060.3005		76254			922	00106
	0317 PD ISSUES	62.50	LEGAL SERVICES	101.4110.3005		76254			922	00107
	0317 UTILITY BILL	27.00	LEGAL SERVICES	101.4060.3005		76254			922	00108
	0317 ZONING	40.50	LEGAL SERVICES	101.4060.3005		76254			922	00109
	0317 CRIMINAL TRACKING	189.00	LEGAL SERVICES	101.4110.3005		76254			922	00110
	0317 PD DATA REQUEST	62.50	LEGAL SERVICES	101.4110.3005		76254			922	00111
	0317 FENCING	54.00	LEGAL SERVICES	101.4060.3005		76254			922	00112
	0317 EMS	81.00	LEGAL SERVICES	101.4060.3005		76254			922	00113
	0317 SENIOR CENTER	256.00	LEGAL SERVICES	101.4060.3005		76255			922	00114
	0317 SENIOR CENTER EXP	90.00	LEGAL SERVICES	101.4060.3005		76255			922	00115
	0317 CRIMINAL	8,123.50	LEGAL SERVICES	101.4110.3005		76327			922	00100
		11,510.00	*VENDOR TOTAL							
ROYAL TIRE INC										
	FOAM FILL TIRES #505	520.10	REPAIR & MAINTENANCE	SUP 101.4212.2200		328-27712	028084	P	922	00116
	FOAM FILL TIRES LAB #505	72.00	REPAIR & MAINTENANCE	101.4212.3700		328-27712	028084	P	922	00117
		592.10	*VENDOR TOTAL							
RUSSELL/LORRAINE										
	0417 LANDSCAPE CONSULT	600.00	OTHER CONTRACTUAL SERVIC	101.4552.4070		0417			922	00118
SCHOONOVER/MICHAEL ANTHO										
	DUPLICATE PAYMENT REIMB	60.00	REFUNDS AND REIMBURSEMEN	101.4110.4980		R#38961	000615	P	922	00119
SECURITY LOCKSMITHS INC										
	LOCK - CH MAIN DOORS	15.00	REPAIR & MAINTENANCE	SUP 101.4094.2200		50616	010066	P	922	00186
	CH MAIN DOOR LOCK REP	95.00	REPAIR & MAINTENANCE	101.4094.3700		50616	010066	P	922	00188
		110.00	*VENDOR TOTAL							
SEH INC										
	0317 GIS MAPPING	1,941.00	GENERAL ENGINEERING	101.4211.3015		330834			922	00122
	0317 GIS MAPPING EXP	61.45	GENERAL ENGINEERING	101.4211.3015		330834			922	00123
	0317 DIST 742 EARLY CHIL	747.50	GENERAL ENGINEERING	101.4211.3015		330834			922	00124
	0317 MENARDS EASEMENT	487.50	GENERAL ENGINEERING	101.4211.3015		330834			922	00125
	0317 PRECINCT MAP	144.00	GENERAL ENGINEERING	101.4211.3015		330834			922	00126
	0317 ZONING	728.00	GENERAL ENGINEERING	101.4211.3015		330834			922	00127
	0317 CIP GRANITEVIEW RD	348.00	GENERAL ENGINEERING	101.4211.3015		330834			922	00128
	0317 CIP GRANITEVIEW EXP	3.18	GENERAL ENGINEERING	101.4211.3015		330834			922	00129
	0317 WEIGHT RESTRICTIONS	87.00	GENERAL ENGINEERING	101.4211.3015		330834			922	00131
	0317 APO TIP	87.00	GENERAL ENGINEERING	101.4211.3015		330834			922	00132
	0317 WINDSOR GREEN APTS	174.00	GENERAL ENGINEERING	101.4211.3015		330834			922	00133
	0317 WATER TOWERS	174.00	ENGINEERING COSTS	703.4835.6301		330834			922	00134
	0317 MEETINGS	87.00	GENERAL ENGINEERING	101.4211.3015		330834			922	00135
	0317 CLOUD PARK	87.00	GENERAL ENGINEERING	101.4211.3015		330834			922	00136
	0317 PW FACILITY	261.00	ENGINEERING COSTS	443.4214.6301		330834/330669			922	00130

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
SEH INC										
	0317 17TH AVE S PH 2	363.10	ENGINEERING COSTS	442.4214.6301		330837/330834			922	00121
	0317 AMPHITHEATER	8,219.00	GENERAL ENGINEERING	101.4211.3015		330840			922	00137
	0317 10TH AVE S OVERLAY	135.50	GENERAL ENGINEERING	101.4211.3015		330985			922	00120
	0317 WELL #6	13,924.25	ENGINEERING COSTS	703.4830.6301		331209			922	00138
	0317 WELL #6 EXP	51.94	ENGINEERING COSTS	703.4830.6301		331209			922	00139
		28,111.42	*VENDOR TOTAL							
SELECT ACCOUNT										
	0417 HSA USER FEE CL	18.40	HOSPITALIZATION INSURANC	101.4051.1500		1183622			922	00140
	0417 HSA USER FEE PLAN	4.00	HOSPITALIZATION INSURANC	101.4091.1500		1183622			922	00141
	0417 HSA USER FEE CH	2.00	HOSPITALIZATION INSURANC	101.4094.1500		1183622			922	00142
	0417 HSA USER FEE PD	76.90	HOSPITALIZATION INSURANC	101.4110.1500		1183622			922	00143
	0417 HSA USER FEE BI	4.00	HOSPITALIZATION INSURANC	101.4140.1500		1183622			922	00144
	0417 HSA USER FEE PW	20.88	HOSPITALIZATION INSURANC	101.4212.1500		1183622			922	00145
	0417 HSA USER FEE SNOW	3.91	HOSPITALIZATION INSURANC	101.4213.1500		1183622			922	00146
	0417 HSA USER FEE ST SWR	0.88	HOSPITALIZATION INSURANC	715.4224.1500		1183622			922	00147
	0417 HSA USER FEE PARKS	5.06	HOSPITALIZATION INSURANC	101.4552.1500		1183622			922	00148
	0417 HSA USER FEE WTR	13.53	HOSPITALIZATION INSURANC	703.4825.1500		1183622			922	00149
	0417 HSA USER FEE SWR	8.54	HOSPITALIZATION INSURANC	709.4843.1500		1183622			922	00150
		158.10	*VENDOR TOTAL							
SHERWIN WILLIAMS										
	PAINT-CH	38.43	REPAIR & MAINTENANCE SUP	101.4094.2200		3007-9	028539	P	922	00151
SHIFT TECHNOLOGIES INC										
	0417 SERVER LEASE	972.00	OTHER CONTRACTUAL SERVIC	101.4051.4070		50878			922	00152
SITEONE LANDSCAPE SUPPLY										
	LAWN FERTILIZER-PK/CH	873.04	REPAIR & MAINTENANCE SUP	101.4552.2200		80010518	028104	P	922	00153
SPECTRUM SUPPLY										
	LINERS/SOAP/ETC-PARKS	232.31	REPAIR & MAINTENANCE SUP	101.4552.2200		72319	028542	P	922	00154
ST CLOUD ACQUISITION COM										
	FIRE EXT MAINT #204	20.20	REPAIR & MAINTENANCE	101.4110.3700		1181235	000618	P	922	00155
ST CLOUD MEDICAL GROUP P										
	PRE-EMPLOY TEST-BD/BL	110.00	PROFESSIONAL SERV PHYSIC	101.4120.3011		040317	028556	P	922	00156
	TITER TEST	40.00	PROFESSIONAL SERV PHYSIC	101.4120.3011		040317	028556	P	922	00157
		150.00	*VENDOR TOTAL							
ST CLOUD TAILOR SHOP										
	ZIPER REPLACE (2)-TW	30.00	UNIFORMS	101.4110.2120		464164	000607	P	922	00158
ST CLOUD TIMES #1076										
	0517 SUBSCRIPTION	29.00	ADVERTISEMENTS	101.4051.3300		043017			922	00159
STEARNS BENTON CHILD PRO										
	053117 REG TALL COPS-JB	40.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		053117	000631	P	922	00160

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
STEARNS COUNTY SHERIFFS	1ST QTR 2017 6 MDT	341.28	TECHNOLOGY SERVICE CONTR	101.4110.4017		SD17-0085	000611	P	922	00161
TENVOORDE FORD INC	LEFT REAR TPMS REPL #214	343.32	REPAIR & MAINTENANCE	101.4110.3700		R/O #6122254	000614	P	922	00162
TWIN RIVER TIRE & AUTO I	TIRE (1) REPL #214	152.97	REPAIR & MAINTENANCE	101.4110.3700		G-256888	000612	P	922	00163
UNUM	LIFE INSURANCE COMA									
0517	LIFE PREMIUM CL	51.73	LIFE INSURANCE	101.4051.1520		041317				
0517	LIFE PREMIUM PLAN	11.25	LIFE INSURANCE	101.4091.1520		041317			922	00164
0517	LIFE PREMIUM CH	5.63	LIFE INSURANCE	101.4094.1520		041317			922	00165
0517	LIFE PREMIUM PD	214.31	LIFE INSURANCE	101.4110.1520		041317			922	00166
0517	LIFE PREMIUM BI	11.25	LIFE INSURANCE	101.4140.1520		041317			922	00167
0517	LIFE PREMIUM PW	56.68	LIFE INSURANCE	101.4212.1520		041317			922	00168
0517	LIFE PREMIUM SNOW	10.69	LIFE INSURANCE	101.4213.1520		041317			922	00169
0517	LIFE PREMIUM ST SWR	2.36	LIFE INSURANCE	715.4224.1520		041317			922	00170
0517	LIFE PREMIUM PARKS	13.62	LIFE INSURANCE	101.4552.1520		041317			922	00171
0517	LIFE PREMIUM WTR	30.05	LIFE INSURANCE	703.4825.1520		041317			922	00172
0517	LIFE PREMIUM SWR	19.93	LIFE INSURANCE	709.4843.1520		041317			922	00173
0517	DIS PREM CL	232.16	DISABILITY INS & OTHERS	101.4051.1510		041317			922	00174
0517	DIS PREM PLAN	48.47	DISABILITY INS & OTHERS	101.4091.1510		041317			922	00175
0517	DIS PREM CH	19.88	DISABILITY INS & OTHERS	101.4094.1510		041317			922	00176
0517	DIS PREM PD	691.96	DISABILITY INS & OTHERS	101.4110.1510		041317			922	00177
0517	DIS PREM BI	39.75	DISABILITY INS & OTHERS	101.4140.1510		041317			922	00178
0517	DIS PREM PW	212.50	DISABILITY INS & OTHERS	101.4212.1510		041317			922	00179
0517	DIS PREM SNOW	34.79	DISABILITY INS & OTHERS	101.4213.1510		041317			922	00180
0517	DIS PREM ST SWR	7.49	DISABILITY INS & OTHERS	715.4224.1510		041317			922	00181
0517	DIS PREM PARKS	48.16	DISABILITY INS & OTHERS	101.4552.1510		041317			922	00182
0517	DIS PREM WTR	133.56	DISABILITY INS & OTHERS	703.4825.1510		041317			922	00183
0517	DIS PREM SWR	84.01	DISABILITY INS & OTHERS	709.4843.1510		041317			922	00184
		1,980.23	*VENDOR TOTAL			041317			922	00185
VEENSTRA/BRADLEY THOMAS	0417 TELEVISE MEETINGS	300.00	LOCAL ACCESS EXPENSES	101.4051.8300		0417			922	00187
	0417 CONST PHOTOS-PW FAC	235.00	CONSTRUCTION COSTS	443.4214.6300		42507			922	00189
		535.00	*VENDOR TOTAL							
VERIZON WIRELESS SERVICE	0311-041017 PD LAPTOPS	380.00	TECHNOLOGY SERVICE CONTR	101.4110.4017		9783757255			922	00190
WEX BANK	0324-042317 FUEL BI	28.39	OPERATING SUPPLIES	101.4140.2100		49523827			922	00041
	0324-042317 FUEL CH	54.15	GAS & OIL PURCHASES	101.4094.2110		49523827			922	00042
	0324-042317 FUEL PD	1,844.83	GAS & OIL PURCHASES	101.4110.2110		49523827			922	00043
	0324-042317 SQUAD WASHES	59.99	REPAIR & MAINTENANCE	101.4110.3700		49523827			922	00044
	0324-042317 FUEL PW	308.48	GAS & OIL PURCHASES	101.4212.2110		49523827			922	00045
	0324-042317 FUEL WTR	175.19	GAS & OIL PURCHASES	703.4825.2110		49523827			922	00046
	0324-042317 FUEL SWR	195.52	GAS & OIL PURCHASES	709.4843.2110		49523827			922	00047
	0324-042317 FUEL FD	32.05	GAS & OIL PURCHASES	101.4120.2110		49523827			922	00048

ACS FINANCIAL SYSTEM
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CITY OF WAITE PARK
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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
WEX BANK	2,698.60	*VENDOR TOTAL					
WINDAHL TECHNOLOGY, LLC. COMP/MONITORS (2)-SQ RM	2,318.00	CAPITAL EXPENDITURES	101.4110.5400		500273	000619 P	922 00191

ACS FINANCIAL SYSTEM
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CITY OF WAITE PARK
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VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION							
REPORT TOTALS:	334,999.40						

RECORDS PRINTED - 000196

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FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	127,783.02
320	\$6.885M GO REFUND BOND 2010	44,542.50
323	\$1.395M GO REFUND BOND 2011	1,150.00
442	17TH AVE SOUTH	363.10
443	PUBLIC WORKS FACILITY	496.00
601	HOTEL MOTEL TAX	1,243.43
703	WATER FUND	25,295.69
709	SEWER FUND	132,873.05
715	STORMWATER FUND	434.70
815	CHARITABLE GAMBLING	817.91
TOTAL ALL FUNDS		334,999.40

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	334,999.40
TOTAL ALL BANKS		334,999.40

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

DATE APPROVED BY

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Agenda Item No. 6

Issue: Administrator Update

Updates will be presented at the time of the meeting.

ADJOURNMENT

Respectfully submitted,

Shaunna Johnson, Administrator

Agenda Item No. 6A

Issue: **Administrator:** Consideration of Hearing Loop System for Council Chambers

BACKGROUND:

Staff has been working with Tierney on the Council Chambers project. As part of this, we have been reviewing the proposed audio improvements for the chambers. In discussions we have had, we have been considering the possibility of considering putting in a hearing loop system into the audio improvements. The hearing loop system is coil system that is placed under the carpet and it transmits sound directly into hearing aids or assisted hearing devices. We did have a demonstration done on the quality of the sound and were able to see how this system would work and we were impressed.

In researching this further, we believe this an option that the Council should consider as part of this project. Attached is a copy of the proposal for this system. The cost is approximately \$12,000 in total. We believe this system would be a better option than the wireless Bluetooth system that we were looking at previously. If you recall the wireless Bluetooth system was something that Tierney was not able to quote for us because they do not have a commercial grade product.

The cost of this system has not been included in our budget for this project. In discussing this further with our Finance Director, he would recommend including this and paying it out of reserves if needed.

We have included some additional information related to hearing loop systems for your consideration.

REQUIRED ACTION:

Approve or Deny the hearing loop system proposal

RECOMMENDED ACTION:

The hearing loop system does provide those that have greater hearing needs with greater capabilities for hearing. The system uses telecoils and most with greater hearing needs do have this telecoil system. Those that don't have the telecoils can use the portable receivers. The telecoil system has been a great system to use as it really does enhance the sound and provides a great quality for those with hearing problems. This is something the Council will need to determine whether they want to include this. We do intend to make the other necessary improvements as planned. This system just provides additional enhancements for those with hearing losses.

SUGGESTED MOTION:

Council member _____ moved to approve OR deny the hearing loop system proposal from Tierney, as presented OR with the following revisions: _____

Council member _____ seconded the motion.

ROLL CALL

Councilmember Michael Linquist _____

Councilmember Charles Schneider _____

Councilmember Vic Schulz _____

Councilmember Frank Theisen _____

Mayor Richard Miller _____

Motion (Approved) (Denied)



1771 Energy Park Drive, Suite 100
Saint Paul, MN 55108
www.tierneybrothers.com
612.331.5500 ♦ 800.933.7337 ♦ Fax - 612.331.3424

Thursday, March 09, 2017

Shaunna Johnson
City of Waite Park

Proposal for Audio-Visual Service

RE: Hearing Loop

Opportunity Number: 14078

Scope of Integration Services

Summary of Work to be completed by Tierney Brothers, Inc. at **19 13th Avenue North, Waite Park, MN 56387**. (Please initial if address is correct or provide correct address. _____)

Waite Park City Council Chambers: A hearing loop system will be installed to serve occupants in the Council Chambers. Our design incorporates a phased array hearing loop driver/amplifier and flat wire conductors which will be installed on the clean subfloor. The system will deliver a uniform signal and frequency response throughout the looped space. Three loop listeners are included.

The system will be connected to the output of the City Council Chambers design. The loop driver/amplifier will be located in the new AV equipment rack, provided by TBI.

Background noise, which when present can be heard by some hearing aids as a hum, was found to be less than -32 dB which is lower than the IEC 60118-4 specifications in the area that we are proposing to install the hearing loop. The usual cause of background noise is incorrect electrical wiring and defective florescent ballasts.

We appreciate the opportunity to present this proposal. If you have any questions, please do not hesitate to contact us at your convenience at 612-331-5500. Our fax number is 612-331-3424.

Proposal Prepared By:
Sales Representative - Heidi Harvey
Sales Engineer - Tom Tautges

Please initial to acknowledge and authorize the Scope of Integration Services presented here. _____



Quote

Serving the States of: IL | IN | IA | KY | MI | MN | OH | WI

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 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424
 www.tierneybrothers.com

Page 1 of 2

Quote #	Date
93154	3/6/2017

Bill To

Shaunna Johnson
 City of Waite Park
 19 13th Ave North
 Waite Park MN 56387

Ship To

Shaunna Johnson
 City of Waite Park
 19 13th Ave North
 Waite Park MN 56387

___ Initial if correct or revise accordingly

___ Initial if correct or revise accordingly

Expires	Sales Rep	Contract	Memo
6/4/2017	209 Heidi Harvey	MNS-CPV 21594	

Qty	Item	Description	Price	Ext. Price
		Hearing Loop (SC)		
1	Custom Cables, Connectors, and Hardware	Custom Package of Cables, Connectors and Hardware Includes: Bulk Cabling and Misc Hardware	571.00	571.00
1	Services: Design - State Contract	Services: Design - State Contract (Non Construction) Engineering and Project Management Services 6.78 Hours at \$64.00/Hour	434.00	434.00
1	EDGE-1YRPM-Ser vice-TBI	Tierney Brothers, Inc. Premium Warranty Plan - Coverage for one year with preventative maintenance.	630.00	630.00
		<p>If tax has not been included on this proposal, pricing does not include Minnesota General Sales Tax under Minnesota Statutes Chapter 297A Section 70 "Exemptions for Governments and Nonprofit Groups." Please inform us if this project will be used for taxable purposes.</p> <p>If tax has been included on this proposal, we do not have a tax exempt form on file for your account. Please provide a completed Form ST3, Certificate of Exemption if applicable.</p> <p>* This quotation is for product and services included on the Minnesota State Contract only. * Additional components not available on Contract may be needed for the system to function as designed. * Installation and non contract items provided on separate quotation. The services on this page must be purchased in conjunction with the Integration services on the Contract Release portion of this proposal. * Cabling is a combination of pre-terminated product and bulk cable requiring termination with a specific compression tool. * Manufacturer's warranties only apply to product purchased on State Contract portion of this proposal. * Tierney Brothers, Inc. will assist in any vendor communications to obtain replacements or return product as specified in the Contract.</p>		



Quote

Serving the States of: IL | IN | IA | KY | MI | MN | OH | WI

Remit To: 1771 Energy Park Drive, Suite 100 St. Paul, MN 55108
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424
 www.tierneybrothers.com

Quote #	Date
93161	3/6/2017

Bill To
 Shaunna Johnson
 City of Waite Park
 19 13th Ave North
 Waite Park MN 56387

Ship To
 Shaunna Johnson
 City of Waite Park
 19 13th Ave North
 Waite Park MN 56387

___ Initial if correct or revise accordingly

___ Initial if correct or revise accordingly

Expires	Sales Rep	Contract	Memo
6/4/2017	209 Heidi Harvey	Transaction Not Eligible	

Qty	Item	Description	Price	Ext. Price
1	Services - Integration for MN State Contract	Hearing Loop (NC) Non-Contract Services - This sale is consistent with the "Contract Release Construction Language Modification" associated with the MN State Contract. Non Contract Installation Services - Construction Services by a Contract Vendor (Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. A subcontracted rate of \$10,512.00.	10,512.00	10,512.00

Subtotal	10,512.00
Shipping Cost (UPS Ground)	0.00
Total	\$10,512.00

To accept this quotation, complete the proposal summary page at the end of this document. Please review the terms, conditions and client responsibilities of this proposal in full.

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit. Returns require an authorization number and must be made within 30 days. Custom orders and "Consumables", such as projector lamps, may not be returned. Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty. Restocking fees varying depending on the product line, expect a minimum charge of 25%.

The information contained within this proposal is supplied to you on a confidential basis and is not for disclosure to any organization without written consent of Tierney Brothers, Inc.

This document is subject to the terms and conditions found here: www.tierneybrothers.com/SOTC



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Responsibilities and Conditions

Client Responsibilities

Contract a licensed electrician to provide high voltage power connections. The system design will determine if optimum placement of outlets is best achieved before or after the installation of the AV equipment. The assigned Project Manager will communicate the specific to you during the project planning. Tierney Brothers recommends that each projector, TV, plasma, LCD, etc. have a dedicated quad electrical outlet.

Provide Tierney Brothers with any existing system design specifications, diagrams, room drawings or other materials that would facilitate completion of the proposed Scope of Integration Services.

All necessary ceiling tile work involved in the installation, unless an alternative has been indicated in the Scope of Integration Services in this proposal.

Prepare, replace, repair or modify any structural or cosmetic changes that Tierney Brothers has made or needs to make. This includes, but is not limited to, ceiling grids, floor files, walls and pre-existing equipment. This does not include repair for accidental damage caused by Tierney Brothers.

Confirm area is ready for installation when scheduled. This includes but is not limited to the room being vacated, physical conditions confirmed and owner furnished equipment (OFE) available. If the area is not prepared for installation when scheduled or the client has not notified Tierney Brothers five business days in advance of any schedule change or installation cancellation, there will be a \$350.00 charge. Rescheduling of the installation will be set for a later date as determined by Tierney Brothers.

TBI will not be responsible for the condition and functionality of any existing OFE during the installation process. This includes de-install and reinstall of OFE. Should existing equipment fail or not work properly with our system design, the customer will have the option of sourcing a TBI approved replacement part or TBI will offer a billable replacement alternative. If OFE malfunction causes delays in the installation timeframe, additional billable labor charges may apply.

Clients purchasing SMART product are responsible for loading all SMART software on the applicable computers and connection of these computers to the SMARTboard prior to any scheduled training sessions.

Complete Customer Configuration Worksheets as requested by Tierney Brothers within five business days. This information is required to properly integrate the new equipment with your existing IT infrastructure.

TBI requires access to customer's computer and network at the time of installation to be able to complete installation and testing of the designed system. Return visits to test equipment and functionality may result in additional charges.

TBI's initial estimates assume all work may be completed using standard ladders. If a lift is required, additional charges will be incurred and presented as part of a change request.

For U of M Installations only: University of Minnesota customers are responsible for contacting their Facilities Management Department to coordinate conduit installation for all A/V wire and cable installations.

Tierney Brothers Responsibilities (Upon Authorization)

Proceed with ordering the specified equipment and preparing a schedule for completion of the proposed services.

Conduct pre-installation site visit (if necessary) involving the main site contact, site facilities representatives and a Tierney Brothers' project manager or a qualified alternate.

Review scope, terms and conditions of the installation with the client at the pre-installation site visit. This will include, but is not limited to electrical, construction and cosmetic responsibilities.

Basic system training, separate from Professional Development, is included in this proposal. This training will be scheduled and completed by a Tierney Brothers' representative at the end of the project installation.

If Professional Development is part of this proposal, sessions must be scheduled within six months of install completion.

Clients purchasing SMARTboards: After the installation of the SMARTboard is complete, the SMARTboard USB connection will be tested using the Tierney Brothers installer's laptop. After system functionality is confirmed, the USB connection will be hooked into the client's computer if it is present in the space.

For safety reasons, Tierney Brothers will not modify/cut the trays on existing white boards or chalk boards. A solution for mounting over the existing board will be proposed. Any modifications to the existing board would need to be made by the customer prior to the arrival for Tierney Brothers' installation personnel.

Scheduling

Installations are typically scheduled six to eight weeks from receipt of the customer's purchase order. Custom ordered product may increase the time needed to complete the proposed services.

Standard service and support is limited to Monday through Friday, 8:00 AM to 5:00 PM central standard time, excluding national holidays. Expanded service hours may be available for an additional charge if determined necessary.

This schedule assumes no delays or obstacles will be encountered in gaining access for the installation.

Site Conditions

Tierney Brothers cannot enter into work in or otherwise disturb any areas containing asbestos.

Tierney Brothers recommends that each Projector, TV, Plasma, LCD, etc. have a duplex receptacle fed off of a dedicated 20 amp circuit available for use. Systems containing multiple racks of amplifiers or other equipment may require additional circuits.

Please initial to acknowledge and authorize the Responsibilities and Conditions presented here. _____



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Proposal Terms

Accounting Terms

For installations scheduled to take 30 days or less from the first day on site to the last, Tierney Brothers will invoice the total project in full upon substantial completion. Tierney Brothers reserves the right to bill progressively for installations which are scheduled to take more than 30 days on site. The balance is due Net 30 days from the installation completion date, with 2% interest added to unpaid balance.

Sales Taxes

All applicable sales tax amounts will be charged on the sale of goods or services according to each governing law and remitted to the proper taxing authority. If your organization is tax exempt, please complete an exemption certificate and return to Tierney Brothers.

Proposal Changes

If additional products or services are requested prior to receipt of your signed purchase order or quote proposal, Tierney Brothers will provide an updated quote proposal, including a revised scope. If additional products or services are requested after receipt of your signed purchase order or quote proposal, Tierney Brothers will provide a change request quote with the requested equipment and scope to detail the requested changes for your approval.

Upon receipt of your signed purchase order or quote proposal, Tierney Brothers will proceed with the authorized services and invoice in accordance with the purchase order or quote proposal. Verbal agreements will not be processed until confirmation, in writing, has been received.

There may be a 20% to 30% restocking fee plus freight charges for those items ordered which have to be returned to the manufacturer due to customer request or by change of order. Custom order products and certain product lines not typically carried by Tierney Brothers may not be returned.

Other Terms

Installation Warranty

See specific warranty coverage program outlined in this proposal.

Repair or replacement service for TBI installed consumer grade monitors/displays are subject to manufacturer warranty and service. TBI does offer de-install/re-install assistance for vendor warranty repair or replacement at an additional charge.

Programming Warranty

The programming warranty is 90 days, starting at the commission of the system. Changes or fixes to the system after this time will be billable at our standard service call rates."

Labor Classifications and Assumptions

Unless mutually agreed upon in writing prior to executing this agreement, it is the understanding of both parties that Union and/or Prevailing Wage regulations, specifically those contained in 40 U.S.C. 276a-5, or MN Stat § 177.41-177.44, do not apply to the work to be performed under this contract.

Unless travel charges are specified, this proposal assumes Tierney Brothers, Inc. has local certified, licensed and insured technicians available to complete the integration services. In the event, the job site is located in a geographical area where this does not apply or a specific installation time is requested for which this personnel is not available, additional charges may apply.

All hours for installation are assumed to be between 8am and 5pm (normal business hours) unless specified in this proposal. Request for work outside of normal business hours will be subject to the following increased hourly labor rates:

- Second Shift (3:00pm to 10:00pm) will be billed at one and a half times our standard labor rate.
- Weekend or Holiday hours will be billed at two times our standard labor rate.

Requests for installations outside our normal business hours are subject to approval by the Director of Post Sales Integration.

NOTICE CONFIDENTIAL INFORMATION - The information in this proposal is proprietary and strictly confidential. It is intended solely for the use of the named parties. If the reader of this proposal is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, any dissemination, distribution, copying or other use of the information contained in this document is strictly prohibited. If this has been received in error, please notify the responsible party immediately and then delete this proposal from all data storage devices and destroy all hard copies.

Video recording of a Tierney Brothers SMART Certified Trainer or Professional Development session, and copying or distribution of any printed material supplied by Tierney Brothers Inc., is protected content under copyright licensing and can be used only with express permission from Tierney Brothers, Inc. Any video or digital content created during a training session can be used only within the organization paying for such services and cannot be shared online or distributed in any manner.

This quotation is valid for a period of 90 days.

Please initial to acknowledge and authorize the Proposal Terms presented here. _____



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Tierney Brothers Premium Warranty Program
Designed for:
City of Waite Park

Terms and Conditions

Tierney Brothers, Inc. warrants the installation you have purchased from Tierney Brothers, Inc. from defects in materials and workmanship, under normal use, during the One Year Premium Warranty period. Normal use is defined as operating the system within its designed specifications. Included in the One Year Premium Warranty the customer will receive:

- Unlimited Phone Support
- On-site service
- Discounts on Lamps and Accessories
- Preventative Maintenance Check

Preventative Maintenance Check will be completed toward the end of the one year warranty period. The warranty period commences on the date of customer signoff, at the completion of the install by Tierney Brothers, Inc.

During the warranty period, Tierney Brothers, Inc. will first work to resolve any problems by troubleshooting over the phone. If Tierney Brothers, Inc. Support Specialists determine that the issue cannot be resolved over the phone, a Technician will be dispatched to your location(s) within 24 hours (if necessary) of the original call (Monday through Friday 8:00am – 5:00pm, excluding national holidays). Customers outside of a 150 mile radius of Tierney Brothers, Inc. are subject to mileage and trip charges. If service is required after the One Year Premium Warranty period has expired, the customer will be billed at Tierney Brothers, Inc. current labor rates. If the customer has purchased a Tierney Brothers, Inc. Extended Maintenance Agreement, that will commence at the end of the One Year Premium Warranty. If you would like additional information regarding Tierney Brothers, Inc. Extended Maintenance Agreements, please contact your Tierney Brothers, Inc. Sales Representative at 612-331-5500.

Obtaining Warranty Service

To obtain warranty service, please use your custom support portal (support.tierneybrothers.com) and contact us via chat, phone, or email: <https://support.tierneybrothers.com/>

Click here for a short video explaining how to log in to your support portal your first time:

<http://content.iwplatform.com/players/ToGSX21s-kaM9q1Ga.html>

If you have any questions, please email support@tierneybrothers.com or call us at 800-933-7337. You can also call our advanced support line, 855-612-7762.

Obtaining Your Preventative Maintenance Check

Tierney Brothers, Inc. will send out an email 60 days prior to one year warranty expiration requesting the customer go to www.tierneybrothers.com to schedule their preventative maintenance check. Customers can also call into our Support Specialist at 612-331-5500 or by email at techservice@tierneybrothers.com to schedule a Preventative Maintenance Check. Customer may call to schedule Preventative Maintenance Check prior to the 60 day period if they require it done at an earlier date. Preventative Maintenance Checks are done Monday through Friday 8:00am – 5:00pm. Customer is responsible for providing access for up to 2 hours per room for Preventative Maintenance Check. If Customer doesn't schedule their preventative maintenance check before one year warranty has expired, the Preventative Maintenance Check will be void.

Limitations of coverage

The following items are excluded from coverage under the warranty:

- a. Equipment that has been removed or reinstalled in a different location
- b. Damage or other equipment failure due to causes beyond our control including, but not limited to, operator negligence, the failure to maintain the equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, acts of war or acts of God.
- c. Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used.



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Tierney Brothers Premium Warranty Program
Designed for:
City of Waite Park

- d. Premium Warranty covers all hardware related failures. Network or software related failures are not covered under Tierney Brothers, Inc. Premium Warranty.
- e. Operational or mechanical failure which is not reported prior to expiration of this contract.
- f. Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.
- g. Damage resulting from unauthorized repair, software virus, improper electrical wiring and connections.
- h. Existing Owner Furnished equipment.
- i. Lift and Scaffolding rental is not included.


This maintenance contract refers to:
Hearing Loop
14078

I have read, understand and agree to the above terms and conditions per the plan elected.

Authorized Signature: _____

Date: _____

HearingLoop.org



Frequent Questions

Frequent Questions

Why are assistive listening systems needed?

Why are hearing loops the preferred assistive listening system?

What hearing aids can receive loop broadcasts?

What do loop systems cost? Who sells and installs them?

What are common concerns and FAQs?

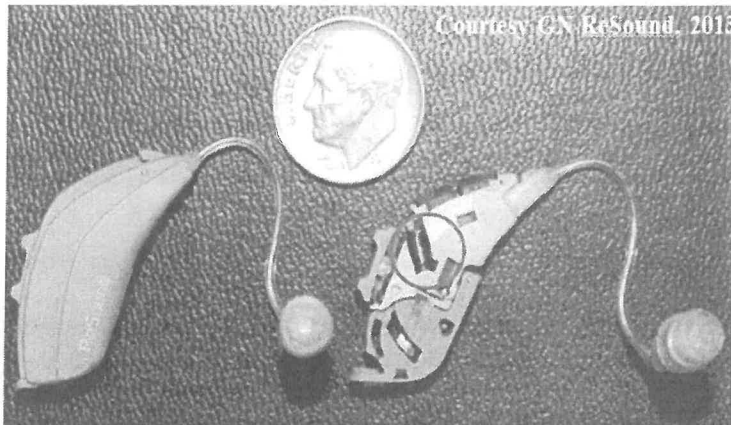
Do you have a sound demonstration?

Hearing Loops can serve:

- Churches and cathedrals
- Theaters, courts, and auditoriums
- Transient venues: Drive through stations, ticket windows
- Airports, train stations
- Home TV rooms
- Future venues: Offices, cars, phone enhancements

What hearing aids can receive loop broadcasts?

In its 2009/2010 reviews of hearing aid models, the *Hearing Review Products* reported that 126 (69%) of 183 hearing aid models--including all 38 in-the-ear models and 29 of 30 conventional behind-the-ear models--came with **telecoils (PDF)**. (Telecoils double hearing aid functionality by enabling the instrument to serve as a customized, wireless loudspeaker. They also **enhance phone listening** with all landline phones and more and more cell phones.



Moreover, the greater people's need for hearing assistance, the more likely they are to have hearing aids with telecoils--as did 84 percent of Hearing Loss Association of America members in one survey. New model cochlear implants also offer telecoils. See a hands-up **survey** of attendees at the organization's 2012 convention.

Where loop systems are installed, the percentage of people with telecoils will naturally rise as they become more useful. (How many people had televisions before TV stations began broadcasting?)

Even so, a loop system will immediately serve more people, for two reasons: 1) anyone without telecoils can still check out portable receivers, as with other assistive listening systems, and 2) few people in churches, movie theaters, and auditoriums presently bother to check out the portable receivers. Where a loop system is installed, nearly all telecoil-equipped people will use it. With a higher and growing usage rate, loop systems promise to benefit more people (as well as to serve their needs more effectively and inconspicuously).

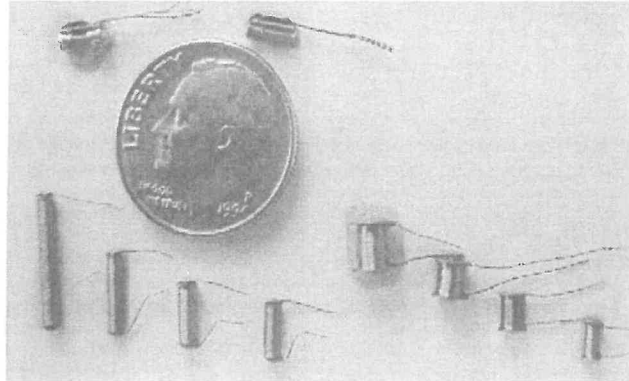
Hard of hearing people who have prioritized cosmetics over hearing have usually elected invisible "completely in the canal" aids or inconspicuous in-the-canal aids, which generally have had insufficient room for the telecoils. Telecoils are, however, reportedly becoming more miniaturized and can now be included "in all but the tiniest hearing aids," reports audiological researcher-writer Mark Ross.

"Telecoils turn any aid from working like a Ford into a Cadillac. Telecoils make the difference"


whether you hear or not on the telephone....Any place with a loop system installed--you are golden to hear! And I kid you not!!!!!" ~Curtis Dickinson

With the flick of a tiny switch the telecoil-equipped hearing aid switches from a microphone (M) to a telecoil (T) mode. Many hearing aids also offer a setting for simultaneous mike and telecoil (MT). In settings where one wishes both inputs, the MT setting is useful.

In some cases it is possible to add T-coils to existing hearing aids, but at greater cost than the minimal cost of T-coils with original purchase. One's audiologist can advise on cost. Telecoils as shown here (courtesy Tibbetts Industries, Inc.), are tiny additions to hearing aids.



HearingLoop.org



Frequent Questions

Frequent Questions

Why are assistive listening systems needed?

Why are hearing loops the preferred assistive listening system?

What hearing aids can receive loop broadcasts?

What do loop systems cost? Who sells and installs them?

What are common concerns and FAQs?

Do you have a sound demonstration?

Hearing Loops can serve:

Churches and cathedrals

Theaters, courts, and auditoriums

Transient venues: Drive through stations, ticket windows

Airports, train stations

Home TV rooms

Future venues: Offices, cars, phone enhancements

Why are loop systems the preferred assistive listening system?

Unlike alternative (FM or infrared) assistive listening systems which usually sit unused, loop systems:

- *Require* (for those with T-coils) *no pick up* and remembering to return portable receiving units and headsets.
- *Require purchasing/maintaining/replacing fewer portable receiving units* (for those without T-coils).
- *Use a universal magnetic signal, which works no matter the location or hearing instrument brand* (FM systems operate on differing frequencies, requiring receivers for each venue).
- *Are inconspicuous:* No need to display "I am hard of hearing!" Loop systems offer an easy and invisible solution to an invisible problem, thus are much more likely to be used.
- *Work in transient situations:* They can serve the hard of hearing at ticket counters, teller windows, drive-through stations, airport gate areas, and train and subway stations--venues where other assistive listening systems are impractical.
- *Are hearing-aid compatible.* There's no need to juggle between hearing aids and headsets (for example, when shifting from sermon to singing during worship).
- *Preclude bothering others nearby* with sounds leaking from headset. Sound broadcast through hearing aids is contained within one's ear.
- *Afford flexible use:* Can allow either direct listening or loop broadcast modes, or both.
- *Deliver personalized in-the-ear sound . . .* customized by one's own hearing aids to address one's own hearing loss.
- *Are, for all these reasons, more likely to be used--*and to be increasingly used, once installed (as people purchase future aids with T-coils). Loop systems can, thanks to portable receivers, *serve everyone* including all who are served by existing systems. But, given telecoils, they are much more likely to be used---and therefore to cost less, per user. Moreover, it is those who most need hearing assistance who are most likely to have telecoils.

These two people are both enjoying assistive listening as they watch TV. The young woman is using a receiver and headset, such as comes with any infrared, FM, or loop system. The man, without needing to pick up and wear any extra equipment, is receiving personalized sound directly through his telecoil-equipped hearing aids (which he can set to receive room sound, loop sound, or both). In a public setting, or in a home TV room, which would you prefer?



"A couple of years ago our church proposed installing a system that required people to use headphones. A poll of those who might use it revealed little interest, so that idea was dropped. A loop system would be much more acceptable since it would use the hearing aids we already have."~BVK, Midland, Michigan

"Loop systems provide the best sound quality [because they're not] 'one size fits all,' with everyone receiving the same amplification through headphones. It simply makes so much more sense for a hearing impaired individual to receive the speech signal through their own hearing aids, which provide an appropriate frequency response for their hearing loss."~Audiologist Lynnette C. Blaney, M.A., CCC-A

"It was actually fun to go to church and hasn't been that way for a long time."~MC, Holland, MI (who could have used existing headsets)

"The experience of actually hearing such clear sounds...was thrilling and hard to describe....One has to experience the improvement....It seemed overwhelming."~DVB, Holland, MI (who had used existing headsets)

Why the USA lags Europe Loop systems are therefore becoming omnipresent in Northern Europe (where in some countries 90 percent of hearing aids have telecoils). For example, in Britain nearly all hearing aids provided by the National Health Service now come with telecoils, and most churches and cathedrals are now looped. In the next several years, all London taxis and all London Underground ticket windows will be looped. Britishers, but as yet few Americans, know about loop systems. That, we hope, is about to change . . . as caring communities seek to get hard of hearing persons in the loop!

So why does the USA lag Europe in making loop systems available? It's not because the technology is new. It isn't, though new refinements and careful engineering and installation now make it more possible to surmount possible problems such as electrical interference or magnetic energy-sucking metalwork. The main reason is that in the past only about 30 percent of hearing aid-wearing Americans have T-coils (the percentage is higher among those with severe hearing loss--the very people most in need of assistive listening). Happily, this percentage has risen, with telecoils now coming with some two-thirds of new hearing aid models and all new cochlear implants.

If you build it, they will come With the spread of T-coil compatible telephones and T-coil miniaturization, the time is ripe to make loop systems the preferred assistive listening format. In the short run, those without T-coils can use portable induction loop receivers and headsets. In the long run, if we build it--if loop systems become widely installed--they will come. Audiologists will equip their patients with hearing aids that serve a dual purpose, as aids and as in-the-ear loudspeakers. And people with hearing loss--only one-fourth of whom currently have hearing aids in the United States--will have all the more reason to get hearing aids and to use them as miniature, personal loudspeakers in their homes, churches, theaters, and other public venues.

Before there were video rental outlets or any of us had VHS tapes,

someone had the vision to create and sell VCRs. With the technology in place, VCR usage exploded. When WNBC broadcast the first commercial TV signal in 1941 it had few viewers. (Why would people already have TVs, given nothing to watch?) But the television entrepreneurs knew they had a cool technology, and that if they would build it, viewers would come.

So it can happen in America, if, church by church, theater by theater, community by community, caring people and institutions will lead by example.

"Judging from the complaints I receive, and from my own experiences, the logistics of managing receivers are the major source of problems in ensuring auditory access in large area listening situations. It seems that almost anything that can go wrong does, at one time or another. . . . With an induction loop (IL) system, on the other hand, no special 'receiver' is required, as long as a person's hearing aids include a telecoil. . . .

This is an enormous advantage for hearing aid users. There is no need to check out special receivers. Not only is this more convenient, but it is especially conducive to use by those people who are reluctant to wear a visible assistive listening device. Furthermore, and most important, hearing aid users can be assured that their 'receivers' are functioning well and that any individualized hearing aid programming is still operative." ~Audiological researcher-writer Mark Ross (Hearing Loss, January/February, 2003)