



WORK SESSION
4:30 P.M. Upper Level Conference Room

WAITE PARK CITY COUNCIL AGENDA
MONDAY, JUNE 5, 2017 - 6:30 P.M.

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

K-9 Program Recognition of Donors

Review and approve, June 5, 2017 Council Agenda

1. Consent Agenda:

Recommended action: approval of following items

- A. Approve Council Minutes of May 2, 2017
 - B. Approve Charter Franchise Agreement Renewal
 - C. Approve Library Branch Agreement
 - D. Approve Master Partnership Contract with MnDOT
 - E. Approve On-Sale Strong beer License for Taqueria La Campechana LLC at 95 10th Avenue South
 - F. Approve Performance Measurement Resolution
 - G. Approve Police Department's Application 2017 COPS Grant
2. Plans and Specifications for the 2017 Cloud Park and 6th Avenue North Improvements.
3. Approve Plans and Specifications for Well # 6 (Contract "A") and Well # 6 Water Utilities and Site Improvements (Contract "B") and authorize advertising for bids
4. Public Comment on Purchase and Implementation of Body Worn Camera (Portable Recording System) Program and Proposed Policy
5. Ordinance #70 Alcoholic Beverages
6. Council/Mayor
- A. Review and Approve Bills
7. Administrator
- A. City Hall Signage

ADJOURN

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

**PLEDGE OF ALLEGIANCE
OPEN FORUM**

Review and Approve June 5, 2017 City Council Agenda

K-9 Program Recognition of Donors

Councilmember _____ moved that the Council Agenda for June 5, 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 May 2, 2017
- B. Approve Charter Franchise Agreement Renewal
- C. Approve Library Branch Agreement
- D. Approve Master Partnership Contract with MnDOT
- E. Approve On-Sale Strong Beer License for Taqueria La Campechana LLC at 95 10th Avenue South
- F. Approve Performance Measurement Resolution
- G. Approve Police Department's Application 2017 COPS Grant

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

MAY 2, 2017

A meeting of the Waite Park City Council was held at Waite Park City Hall on Tuesday, May 2, 2017 beginning at 6:30 PM.

MEMBERS PRESENT

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

CITY REPRESENTATIVES PRESENT

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

OTHERS PRESENT

Dan Bemboom, Tim Jansky, John Reed, Matt Duffy, Mae Beeler, Mike Friedman, Sharon Richter, Scott Fuller, Brandon Plautz, Kevin Brink, Teresa Bohnen, Larry Logeman

OPEN FORUM

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

COUNCIL AGENDA

Motion by Member Theisen, second by Member Schneider, to approve the 5/2/17 Council Agenda as amended.

6.A. (Add) Consideration of Hearing Loop System for Council Chambers

The motion carried unanimously.

1. CONSENT AGENDA

Motion by Member Schulz, second by Member Linquist, to approve the following 5/2/17 Consent Agenda items:

- 1.A. Approved Council Minutes of April 3, 2017
- 1.B. Approved Special Council Minutes of April 10, 2017
- 1.C. Approved Board of Appeal and Equalization Minutes of April 10, 2017
- 1.D. (Pulled for discussion – regarding Resolution for Super America Gambling License for MN Fishing Museum at 29 3rd Street NE)
- 1.E. (Pulled for discussion – regarding Resolution for Super America Gambling License for MN Fishing Museum at 107 28th Ave South)
- 1.F. (Pulled for discussion – regarding Resolution for Super America Gambling License for MN Fishing Museum at 1013 2nd Street South)
- 1.G. Approved Off Sale 3.2 License for Kwik Trip at 458 Great Oak Drive
- 1.H. Approved Off Sale Tobacco License for Kwik Trip at 458 Great Oak Drive
- 1.I. Approved Massage Enterprise License for Laura Frank at 701 2nd Street S.
- 1.J. Approved Memorandum of Understanding with District 742
- 1.K. Approved Resolution on Viking Electric Development Agreement (**RESOLUTION NO. 050217-04**)

The motion carried unanimously.

1.D. RESOLUTION FOR SUPER AMERICA GAMBLING LICENSE FOR MN FISHING MUSEUM AT 29 3RD STREET NE

1.E. RESOLUTION FOR SUPER AMERICA GAMBLING LICENSE FOR MN FISHING MUSEUM AT 107 28TH AVE SOUTH

1.F. RESOLUTION FOR SUPER AMERICA GAMBLING LICENSE FOR MN FISHING MUSEUM AT 1013 2ND STREET SOUTH

Member Linquist questioned if there was a way the City could guide local non-profits to gambling license premises in Waite Park so they are able to receive gambling revenues. It was determined there may be ways, but the non-profits would need to vocalize their interest.

Motion by Member Linquist, second by Member Schulz to approve the resolutions for Super America Gambling Licenses for MN Fishing Museum at 29 3rd Street NE, 107 28th Avenue South and 1013 2nd Street South. The motion carried unanimously. **(RESOLUTION NO. 050217-01, 050217-02 & 050217-03)**

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

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.

Motion by Member Linquist, second by Member Schulz, to remove the tabling of the Copart nuisance abatement hearing. The motion carried unanimously.

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 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

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

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 "automobile 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 "automobile reduction yard" due to the storage of unlicensed vehicles (Copart has continually disputed the licensing aspect), and due to the storing or parking of junk motor vehicles, which the vehicles and equipment being stored by Copart would qualify as. Per Ordinance 61, Section 61.13, "Storing or Parking of Junked Vehicle", which states the following:

"Storing or Parking of Junked Vehicle. No person shall park, store, or leave any junked vehicle, whether attended or unattended, upon any public or private property within the City. No person, as an owner of or an occupant having control of private property within the City, shall permit the parking, storing, or leaving any junked vehicle upon private property, unless the junked vehicle is stored within a building. For purposes of this Ordinance, a junked vehicle shall constitute any vehicle, as defined in this section, which has unlawfully affixed or attached to it an expired State registration or license plate or plates, or the condition of which is wrecked, dismantled, partially dismantled, inoperative, abandoned, or discarded. The presence of a junked vehicle within the City upon private or public property as described by this Ordinance is declared to be a hazard to the public health and safety, and a public nuisance that the City may abate as a nuisance."

The violation of this ordinance is considered a nuisance and utilizes the abatement process outlined in Ordinance 90, "General Public Nuisances, which is described as below:

"Abatement of Nuisance. If, after service of notice, the person served fails to abate the nuisance or make the necessary repairs, alterations or changes in accordance with the order of the Building/Code Enforcement Officer, at the direction of the Building/Code Enforcement Officer, the nuisance will be presented to the City Council at a regular meeting. The Waite Park City Council may, after notice to the owner or occupant and opportunity to be heard, cause such nuisance to be abated at the expense of the City of Waite Park and recover such expenditure by assessing the cost of the enforcement action against the real property upon which the nuisance existed and to certify the same for collection in the same manner as taxes and special assessments are certified and collected. Costs of enforcement shall include administrative costs, including the cost of service and posting."

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

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 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.

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.

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

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.

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.

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.

The Council Members indicated they have visited the Avon site. Member Schneider stated it is not their role to agree or disagree with whether Copart is a good business to be in the City or not. Their role is to interpret the ordinances.

Member Linquist questioned how many jobs Copart would bring into the City. Kevin Brink, the listing broker of INH Commercial Real Estate Company at 175 7th Avenue South in Waite Park, introduced representatives in attendance at the meeting.

Teresa Bohnen, President of the Chamber of Commerce, stated the Chamber of Commerce is very excited for the opportunity to work with Copart because of their responsibility in communities as well as their philanthropy and what they do within the community. She stated the Chamber was asked to get involved in this issue and the Chamber of Commerce feels this company has the power to impact our community as a whole and they support the company.

Larry Hoesch, representing the Greater St. Cloud Development Corporation stated they hope that this is an opportunity where resolution can be made between two willing parties for both the betterment of the City and the region. They like to see companies grow and thrive in the community.

Mr. Brink then talked about the proposed property. Because of the power lines running through the property, they feel it would be hard for others to develop the property and that Copart is of the highest and best use for the property. Other Copart locations are within retail and residential areas. They are looking to create 20-30 jobs and donate to various organizations in the area such as Waite Park Babe Ruth. 50% of their clientele through sales on internet are charities. They have already invested more than \$150,000 on this project. They are not asking for any financing from the City. They are willing to

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

work on enhanced screening, etc. They feel Copart is not an auto reduction yard. They do not dismantle vehicles.

John Reed, Copart's Director of Acquisitions, stated they have 4-6 people employed now for this project, which will grow to 8-10 people initially. They feel this project will impact the local economy \$800,000- \$1,000,000 initially. Member Linqust asked about the plans for screening. Mr. Reed stated that most of their rural areas have an 8-foot solid screening fence around their facility. They could also install this fencing in white, tan or dark green and also add a monument. Member Linqust stated the proposed parcel is laid out kind of in two pieces with Old Highway North running through the parcel. He asked if Copart would consider splitting the proposed property and only locating to the north side of Old Highway North. Mr. Reed stated he would have to look at it, but that is typically not their practice to only locate on part of a property. Mr. Reed stated almost all vehicles are titled and registered to the owner. The vehicles are brought to the facility and title is transferred to the insurance company once the previous owner is paid. Vehicles that are abandoned may not have a title right away, but they get one as soon as they can. Sharon Richter, General Manager of the Avon location, stated vehicles go through a titling process. All vehicles are accounted for and held for resale with the State. They do get audited by the DMV as well.

Member Schneider stated everything he heard about the company is quite intriguing, but at this time there would have to be some changes in City ordinance to allow this company to operate at the proposed site. The obligation of tonight's meeting is to just view the present ordinances against the proposed operation. Member Schulz feels this is a zoning issue and whether their company would be in compliance with the zoning ordinance. City Administrator Johnson stated there are two issues to be looked at. One is under the zoning ordinance pertaining to automobile reduction yards and the other issue pertains to Ordinance 61.13, Storing or Parking of a Junked Vehicle.

Matt Duffy, Attorney representing Copart, stated under the automobile reduction ordinance, there is a provision that the vehicles have to be unlicensed. They feel that Copart is not an automobile reduction yard. They don't process, reduce, etc. It doesn't meet that part of the ordinance. It is also not a nuisance either. The owner values the vehicles. Mr. Duffy brought up the fact that the initial letter to Copart from the City stated they were a permitted use and they can continue operating on the site. They are asking the City Council to agree that Copart is a permitted use for the proposed property. If they are not allowed on that site, they feel they should be refunded the money they have invested in the property so far.

Member Linqust feels they should look under the nuisance ordinance, not the zoning ordinance. Attorney Hansmeier suggested they look at the proposed motion at hand suggesting they have the right to uphold reversing the determination that is in violation of Ordinance 90 and other applicable ordinances. He suggests that they either uphold or reverse the determination.

Motion by Member Schneider, second by Member Schulz, to uphold the determination that the site is in violation of Ordinance 90 and other applicable ordinances as described herein, and as a result it has been determined that the nuisance abatement process is 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.

Mayor Miller stated this was an ordinance issue and he is a little disappointed in the Chamber of Commerce and St. Cloud Development Corporation for getting involved in city ordinances. He is also a little upset that Copart has been in Avon for 20 years and now all of a sudden they think they can buy the City off by a donation to Waite Park Babe Ruth and Waite Park Family Fun Fest.

Ayes: Mayor Miller, Members Schneider, Schulz, Theisen

Nays: Member Linqust

Abstained: None

The motion carried.

3. PRELIMINARY AND FINAL PLAT LOGHOUSE PROPERTIES LLC, 3032 1ST STREET SOUTH

A 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 Executive Express.

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.

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.

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. 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.

Staff recommends approval of the preliminary and final 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 the 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 preliminary and final plat.

Motion by Member Schneider, second by Member Theisen, to approve the preliminary and final plat of Loghouse Properties Addition, with the Staff recommendations as follows:

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 the Park Board and established by City Council. Any required parkland dedication fees must be paid prior to affixing of City signatures upon the plat.

The motion carried unanimously.

4. CHANGE ORDER FOR PUBLIC WORKS FACILITY

Public Works Director Schluenz presented where the Public Works Facility project is to date. He also reviewed the Change Orders to date and then presented Change Order #3 for a total of \$29,317.00, which includes some deductions along with items to add such as plumbing revisions, overhead doors for utility and cold storage, wash bay pad, painting of mezzanine and maintenance areas, and other items. Other options Public Works Director Schluenz presented would be adding a water salesman building for selling water to the public and would also include a RV dump station as the current one the City has is located next to ballfields at the Community Park and is becoming a safety hazard. Other optional items to

4. CHANGE ORDER FOR PUBLIC WORKS FACILITY (Cont'd.)

add include painting of the vehicle storage area, a pole for a camera at the fuel island, power supplies for doors and installing three flag poles. With the addition of the optional items, this would bring the total of Change Order #3 to \$110,646.95. There is a contingency fund of \$195,000, which Change Order #3 could come out of.

Motion by Member Theisen, second by Member Schulz, to approve Change Order #3 as presented. The motion carried unanimously.

5. COUNCIL/MAYOR

5.A. REVIEW AND APPROVE BILLS

Motion by Member Theisen, second by Member Schneider, to authorize payment of the accounts payable list (0217M1, 0217M2, 0417D1, 0417D2). The motion carried unanimously.

Mayor Miller stated a letter was received from Junior Achievement thanking the City for the donation of \$1500.

6. ADMINISTRATOR

6.A. HEARING LOOP SYSTEM FOR COUNCIL CHAMBERS

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

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

The cost of this system has not been included in the budget for this project. In discussing this further with Finance Director Lindberg, he would recommend including this and paying it out of reserves if needed. Presented was some additional information related to the hearing loop systems for your consideration.

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. Staff does intend to make the other necessary improvements as planned. This system just provides additional enhancements for those with hearing losses.

Motion by Member Schulz, second by Member Schneider, to approve the hearing loop system proposal from Tierney as presented. The motion carried unanimously.

6.B. UPDATE

City Administrator Johnson reviewed the following:

- She will be attending the MCMA Conference Wednesday through Friday of this week.
- There will be a Lobby Day/Ice Cream Social at the State Capitol on May 11, 2017.

ADJOURNMENT

Mayor Miller declared the meeting adjourned at 7:34 p.m.

Richard E. Miller
Mayor

Shaunna Johnson
City Administrator

DRAFT

Consent Agenda Item B: Charter Franchise Agreement Renewal

Attached is a resolution that extends the Charter Franchise Agreement out from June 30, 2017 to December 31, 2017. Very little has changed regarding franchise renewal with Charter regarding our negotiations and we are in the same position as many other Minnesota cities. Part of the issue is that in mid-January 2017 the Senior Regional Director, Tom Bordwell, left his employment with Charter. On February 1, 2017 Patrick Haggerty (formerly of CenturyLink) took over Mr. Bordwell's position. Our legal counsel is hopeful Patrick will bring added focus to the renewal project for Charter but it will require an extension as the Franchise Agreement will not be reached prior to the June 30th, 2017 deadline. Staff recommends approval of the attached resolution extending the Franchise Agreement out to December 31, 2017.

RESOLUTION NO. 060517-__
CITY OF WAITE PARK

GRANTING CC VIII OPERATING, LLC
A FRANCHISE EXTENSION TO DECEMBER 31, 2017

WHEREAS, on or about April 11, 2000, the City of Waite Park, Minnesota (“City”) granted a Cable Television Franchise Agreement (“Franchise”) to CC VIII Operating, LLC, d/b/a Charter Communications, Inc. (“Charter”) and

WHEREAS, the initial term of the Franchise expired on or about April 11, 2015; and

WHEREAS, the City adopted Resolution No. 121514-10 on December 15, 2014 extending the term of the Franchise until December 31, 2016; and

WHEREAS, Charter executed said Resolution No. 121514-10 and agreed to continue complying with the Franchise, as amended by Resolution No. 121514-10; and

WHEREAS, the City adopted Resolution No. 121916-02 on December 19, 2016 extending the term of the Franchise until June 30, 2017; and

WHEREAS, Charter executed said Resolution No. 121916-02 and agreed to continue complying with the Franchise, as amended by Resolution No. 121916-02; and

WHEREAS, both the City and Charter desire to extend the term of the Franchise to facilitate renewal negotiations under state and federal law.

NOW, THEREFORE, the City Council of the City of Waite Park, Minnesota hereby resolves as follows:

1. The Franchise is hereby amended by extending the term of the Franchise from July 1, 2017 through and including December 31, 2017.
2. Except as specifically modified hereby, the Franchise shall remain in full force and effect.
3. The City and Charter hereby agree that neither waives any rights either may have under the Franchise or applicable law.
4. This Resolution shall become effective upon the occurrence of both of the following conditions:
(1) The Resolution being passed and adopted by the Waite Park City Council and (2) Charter’s acceptance of this Resolution.

Adopted by the City Council of Waite Park, Minnesota this 5th day of June, 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 June 5, 2017.

Shaunna Johnson, City Administrator

Consent Agenda Item C: Library Branch Agreement

Enclosed is a copy of the Library Branch Agreement between the City of Waite Park and the Great River Regional Library along with the city-owned asset list (Exhibit A) and a facility map (Exhibit C). The Great River Library has been updating their branch agreement with each respective entity that has a library and has been seeking to create some uniformity within the language of each agreement. As part of this, it requires that we approve the Library Branch Agreement. We have had the opportunity to discuss this agreement with the Library Director in a work session and staff and our legal counsel have reviewed this document as well. As a result, staff recommends approval of the agreement as presented.

Library Branch Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the City of Waite Park, a municipal corporation, hereinafter collectively referred to as "CITY," and Great River Regional Library, a public regional library system established under Minnesota Statutes, hereinafter referred to as "GRRL."

WHEREAS, the Waite Park City Council, by written action, has established a branch library of the Great River Regional Library System in the City of Waite Park.

NOW, THEREFORE, the parties hereto wish to commit in writing the terms and conditions under which the CITY will be affiliated with GRRL, and in consideration of the premises, the parties do hereby agree as follows.

1. **SERVICES.** Throughout the term of this agreement GRRL agrees to provide basic system services as defined in Minnesota Statute 134.001, Subdivision 5. These services shall include, but shall not be limited to, communication among parties, resource sharing, delivery of materials, reciprocal borrowing, and cooperative reference service. In addition, the following specific services shall be provided:
 - A. Determination and development of services to be provided with input from citizens of the communities.
 - B. Development and carrying out of all library policies. GRRL maintains uniform policies for all library services, and to minimize confusion, no individual policies for the Waite Park location will be maintained.
 - C. GRRL administrative staff determines hours of service with input from local residents. GRRL will provide staffing for a minimum of 20 open hours per week or the minimum number of hours necessary to qualify for Regional Library Telecommunication Aid.
 - D. The GRRL staff is responsible for selection of library materials for all GRRL libraries. All materials purchased for any library are to be ordered through GRRL regardless of the source of funds. Local citizens are encouraged to make suggestions for collection development and GRRL staff will evaluate those recommendations utilizing the library's Collection Development Policy. Gift materials, monetary donations, and equipment will be accepted under the provisions of GRRL policies.
 - E. Personnel administration: GRRL is responsible for the selection, training and employment of all branch personnel. The GRRL Board is responsible for maintaining a region-wide pay schedule and personnel policy for all GRRL personnel. All decisions relating to promotion, demotion, hiring or termination are the responsibility of GRRL.
 - F. GRRL will insure all building contents, including materials, which are owned by GRRL.
 - G. Miscellaneous services: telephone service, delivery service, purchase of essential operating supplies and all other responsibilities not directly associated with the provision and maintenance of physical facilities. Services beyond established GRRL base-level services as defined in GRRL policy outlined in Exhibit B will be the responsibility of the CITY.

- H. Automation equipment, software and licenses required to perform assigned GRRL functions. GRRL maintains a centralized integrated library automation system and is a MnLINK participant. Computers are to be used for library purposes only. No hardware or software can be added to any GRRL computer without the authorization of library administration.
- I. All library Internet access will be provided through GRRL, to assure compliance with the state and federal regulations and funding requirements. GRRL will provide an Internet connection to operate the GRRL- sponsored integrated library system as well as public computing stations and public wireless services.
2. **EQUIPMENT AND FURNISHINGS.** In connection with the location of a branch library in the City of Waite Park, the City of Waite Park will provide appropriate equipment and furnishings for the library as determined by GRRL and CITY. City-owned equipment is outlined in Exhibit A. It is the understanding of the parties hereto that the title to the said equipment and furnishings will remain with the CITY throughout the term of this agreement. If during the term of the agreement the equipment and furnishings shall be deemed to be obsolete or shall need replacing, then the original furnishings and equipment shall be returned to the City of Waite Park for sale or other disposition. In the event that the equipment provided by the City of Waite Park becomes inadequate for the provision of library service, the CITY shall have one (1) year or a time frame established through mutual agreement of both the CITY and GRRL to provide an acceptable plan for replacement of equipment before this agreement may be terminated.
3. **LIBRARY FACILITY.** Throughout the term of this agreement, the City of Waite Park will provide a facility to serve as the location of the GRRL branch library based on the standards as outlined in GRRL policy in Exhibit B.

All costs associated with operation and upkeep of the building including, but not limited to custodial services, utilities, insurance, and building maintenance will be paid for by the CITY without offset or reimbursement to or from the GRRL funds or appropriations. The CITY, its employees and agents, will be allowed to access the said building in order to provide janitorial services and maintain the building. Janitorial and trash removal services will be provided on at least a weekly basis. The CITY will make necessary arrangement to provide for all necessary maintenance and repair of the buildings and grounds including, but not limited to, raking, lawn mowing and timely snow removal. The facility needs to meet the following requirements:

- Adequate air conditioning and heating.
- Adequate space to meet its service, operation and storage needs.
- Complies with local or state ADA parking requirements, whichever is greater.
- Complies with federal, state and local restroom requirements.
- Has an exterior book drop in a well lit area. If the book drop empties into the interior of the library, it must meet state fire code regulations.
- New buildings or facility remodels of the library will be done with mutual agreement of both GRRL and the CITY.
- Meet uniform building code, pass GRRL safety audit standards and meet library insurance carrier requirements.
- Complies with GRRL policies as outlined in Exhibit B and includes GRRL branding for building identification and internal signage.
- Interior space is well maintained to reasonable standards and presents a modern, fresh and clean appearance including walls, paint, wiring and flooring.

4. **ADDITIONAL CITY RESPONSIBILITIES.** In connection with the operation of a branch in the City of Waite Park, the CITY shall be responsible for the following:
 - A. The host location must meet state maintenance of effort requirements throughout the term of this agreement. Libraries must receive financial support sufficient to qualify for state and federal aid;
 - B. Development and interpretation of policies related to meeting room use (if applicable);
 - C. Support of special programming by providing space for discussion groups, lectures, art exhibits and children's programming, etc.;
 - D. Support for provision of adequate funding for regional library service programs with local, state, and federal authority;
 - E. Development of additional local funding (taxes, gifts, etc.) for supplementary equipment and facilities; and
 - F. Establishing "Rules of Behavior", satisfactory to GRRL; this will be enforced by the City or County Law Enforcement. GRRL will, upon request, provide examples of previously approved behavior codes.
 - G. Libraries must abide by the policies established by the GRRL Board of Trustees.
5. **FIRE AND EXTENDED COVERAGE INSURANCE.** CITY at its sole cost and expense, shall keep the building and all improvements appurtenant thereto, and all fixtures and equipment therein, insured for the benefit of the CITY against loss or damage by fire and against such other risks as are or shall be customarily covered with respect to buildings similar in construction, general location, use, and occupancy including, but not limited to, windstorm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, smoke damage, and such other damage as may be deemed necessary by the CITY.
6. **PERSONAL PROPERTY INSURANCE.** GRRL shall maintain insurance coverage upon all personal property owned by GRRL including library materials and equipment. The CITY shall maintain insurance coverage upon all other personal property owned by CITY.
7. **GIFTS AND ENDOWMENTS.** After the execution of this agreement, all property, except library materials and equipment, given, granted, conveyed, donated, devised, or bequeathed to, or otherwise acquired by the CITY shall vest in, and be held in the name of the City of Waite Park. All library materials and equipment so acquired by the CITY will be handled in accordance with the provisions of GRRL policy.
8. **EMPLOYEES.** GRRL will employ such individuals as it deems appropriate to provide the necessary library services associated with operating the branch library. The salary, employment schedule and job description for all employees will be established by GRRL. Any employees will serve under the terms of the GRRL Personnel Rules and Policies.
9. **TERMINATION OF AGREEMENT.** This Agreement shall remain in full force and effect until terminated by either party, by providing written notice of resignation at least three (3) full calendar months prior to the end of the calendar year. If a party fails to fulfill its obligations under this Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement, the other party has the right to terminate this Agreement.

The GRRL Board of Trustees, at a regular meeting, by a two-thirds (2/3) vote of those present and voting (assuming a quorum), may terminate the operations of any library in violation of any requirements of this agreement, provided that notice of such meeting shall specifically state that such termination shall be one of the items of business to be considered at the meeting.

If the agreement is terminated the CITY agrees to:

- A. Allow GRRL staff and Internet service provider to remove all telecommunications equipment owned by GRRL but located on site.
- B. Return all materials, equipment or other items received from GRRL for which the ownership has not been transferred whether owned by GRRL or by other persons or facilities.

Cities terminating the agreement cannot re-apply for services until a minimum of three years has passed from the date of termination.

Upon termination of this Agreement by GRRL, CITY shall be relieved of any further obligations to GRRL. Termination does not relieve the CITY of any current obligations to GRRL. Cities that terminate services can make no future claims against GRRL.

Upon termination of this Agreement by either party, the operation of the branch library will cease. Each party will be responsible for removing its property from the facility. GRRL will remove its property from the branch facility within 30 days of the closing of the branch location.

10. **NOTICES.** All communications and notices required to be given or served hereunder shall be in writing and shall be deemed to have been duly given or served if delivered in person or deposited in the United States Mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to a party to this agreement at the address hereafter stated:

Executive Director
Great River Regional Library
1300 W St. Germain Street
St. Cloud, MN 56301

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

11. **BINDING EFFECT.** This agreement shall be binding on and shall inure to the benefit of the parties hereto and to their assigns and successors in interest.
12. **AMENDMENT, MODIFICATION, AND WAIVER.** No amendment, modification, or waiver of any condition, provision, or term hereof shall be valid or of any effect unless made in writing, signed by parties hereto and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.
13. **SEVERABLE PROVISIONS.** Each provision, section, sentence, clause, phrase, and work of this agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or work hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the agreement.
14. **MINNESOTA LAW.** This agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

15. **ASSIGNMENT.** Neither party may assign its interest hereunder without the express written consent of the other party.
16. **INDEMNIFICATION.** GRRL and the CITY mutually agree to defend, indemnify and hold each other, its officials, officers, employees and agents harmless from any claims, demands, actions or causes of action, (including reasonable attorney's fees and expenses), arising out of any act or omission arising from their own negligent acts, its subcontractors, agents or employees in the performance of, or with relation to, any of the work or services to be performed or furnished by GRRL or the CITY under this Agreement.
17. **MEDIATION.** By mutual agreement of the parties, any claim or controversy arising out of or relating to this agreement or the breach thereof may be settled by mediation. This shall not be construed to prevent any party from seeking legal redress to enforce the provisions of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

CITY OF WAITE PARK

Mayor

City Administrator

GREAT RIVER REGIONAL LIBRARY

Library Executive Director

President, GRRL Board of Trustees

Secretary, GRRL Board of Trustees

Exhibit A – City-Owned Equipment

Date: 1/17/2017
 Branch Name: Waite Park Library Asset List

Stand-Alone Furniture

Item	Description	Quantity
Rolling desk chairs		2
Table chairs	wood framed, upholstered w/gold diamond pattern*	8
Tables - seat up to 6		2
Tables - seat more than 6		no
End/coffee tables		2
Stackable chairs	with either vinyl or cloth upholstery	19
Bench		no
Children's seating - with artwork		6
Children's table - with artwork		1
Rocking chair		1
Wooden chairs		2
Computer tables/desk		7

Upholstered Furniture

Item	Description	Quantity
Chairs	arm chairs - wood framed, gold diamond pattern*	2
Chairs	big arm chairs	3
Sofas		no
Rugs	not counting 6 commercial-grade rental rugs	1
Ottoman		1
Wicker chair - large		1

** Highlight any non-fire-rated items*

Fixed Furniture

Item	Description	Quantity
Circulation desk	6 segmented sections	1
Work counter		3
Storage cabinet		no
Wall-mounted shelving/display	6 pieces - 3 are 5'10" and 3 are 9'6"	6
Wall-mounted seating		no
Wall-mounted wifi desk/counter		no

Shelving for Collection

Item	Description	Quantity
72W x 84L	double-wide 6 shelves - metal	5
65H x 73W	8-shelf unit - metal	2
65H x 219W	30-shelf unit - metal	1
60H x 36W	4-shelf unit - metal	1
49H x 109W	double-sided 18-shelf unit	2
60H x 69W	4-shelf unit - wooden	2
84H x 36W	6-shelf unit- metal	1
72H x 144W	40-shelf double-sided unit - wooden	1
60H x 24W	4-shelf unit - wooden	1
41H x 18'W	double-sided 48-shelf unit	2

41H x 24'W	double-sided 32-shelf unit	1
Kids shelving - medium		5
Kit stand - children's	2-shelf juvenile kit	1
Display tower/stand	paperbacks	1
29H x 35W	2-shelf unit for newspapers	1
60H x 36W	double-sided 8-shelf unit (for holds)	1
74H x 49W	double-sided 8-shelf unit (for holds)	1

**Display Shelving/
Storage**

Item	Description	Quantity
Display tower		5
Display stand		no
Enclosed unit - large		no
Enclosed unit - small		no

**Supply Shelving/
Storage**

Item	Description	Quantity
71H x 36W	5-shelf metal in storage room	1
83H x 38W	7-shelf metal in storage room	1
29H x 36W	3-shelf metal in utility room	1
3 shelves with brackets	in utility room	1

Facility Equipment

Item	Description	Quantity
Non-GRRL phone		no
Security cameras		no
Security gates		no
Alarm system		no
Refrigerator	dorm size	1
Microwave		1
Life pac		1
Elevator system		1
Fire extinguisher		2

Small Equipment

Item (Owned by CITY)	Description	Quantity
DVD players		no
Projectors/screens		no
Televisions		no
Book drop with shelves	closet (coming later 2017)	1
Book truck/cart	book drop closet - metal	2
Book drop cart	wooden for under circulation desk	1
Folding table		3

Other

Item	Description	Quantity
Tall file cabinets		1
Short file cabinet	gray 2-drawer	
Short file cabinets	black 3-drawer	2
Metal copier storage box	Has a door and is storage piece for paper	1
Large wooden tunnel box	2 1/2 ' x 2 1/2 '	1
Train table set		1

Exhibit B – Related GRRL Policies

GRRL Library Development Policy

III. Minimum Level of Service

The following minimum level of service is defined as the basic GRRL library services delivered at every library throughout the region. The total amount of services delivered will be dependent on facility space, population size of community and surrounding area, proximity to other libraries, active registered borrowers, and patron demand.

Collection

- Shared and Floating - The collection is shared and floats freely among all GRRL libraries.
- Broad audience - Materials are purchased in a variety of formats representing a wide variety of views and tastes.
- Community driven - Patrons may suggest specific titles for purchase. Whenever possible, Interlibrary Loan will be offered for items GRRL does not purchase.
- Delivery - Delivery of requested material is provided on a regular basis.
- Collection maintenance - Library materials are systematically evaluated to facilitate the repair or withdrawal of damaged, unused or obsolete materials from the collection.

Technology

- Wireless - Public wireless Internet is available for web browsing from most devices.
- Internet station - Computer workstations with software are provided for public use.
- Public Access Catalog - Computer workstations are restricted to library catalog use and accessing library provided databases or services.
- Copying - Copiers are available for patrons to use for a fee per page.
- Printing from public computers - Patrons may print from GRRL computer workstations for a fee per page.

Locally Delivered Public Services

- Information services - Reference, reader's advisory and technology assistance provided in-person or over the phone.
- Circulation services - Registration of library cards, check-out and check-in of library materials. Automated telephone or email notification for requested materials.
- Programming services - Programs for all ages: pre-k, school age, teen, and adult with a minimum of 25 programs annually. A minimum of one outreach event per library community annually.

Regionally Delivered Public Services

Web-based

- Online catalog - The library catalog is maintained to reflect library holdings and facilitate convenient 24/7 access to library materials.
- Digital Library – e-books and e-audio materials are available through the library's website.

- Virtual reference – Email reference available during library open hours. Chat reference available 24/7 through statewide AskMN consortium.
- Subscription Databases - Patrons have access to databases on various topics that are subscribed to by GRRL or Electronic Library of Minnesota (ELM).

In-library

- Book-a-Librarian - Personalized face-to-face sessions with a librarian by scheduled appointment.
- Programming
 - Arts & Cultural Heritage Programs (grant dependent)
 - Summer Reading Program
 - Winter Reading Program
- Marketing and publicizing programs and services.

Criteria for Scale of Services Delivered

The number of public and staff computer stations will be dependent on facility size and wiring capacity. Additionally, total Internet usage, borrowers, and open hours will be used to determine the number of stations assigned to a library. A minimum of one public access catalog, two public Internet station and two staff computer work stations will be provided in each library.

The amount of programs, marketing and publicity will be dependent on the number of borrowers served at each library and grouped by Tier.

Tier	Open Hours	Borrowers	Minimum Annual Program Levels
1	20-23	400-1,300	25
2	24-40	1,300-4,000	30
3	41-49	4,000-20,000	40
4	50 or more	20,000 or more	200

Approved Date: 7/19/2016

GRRL Library Development Policy

V. New Libraries

Library buildings are the responsibility of the municipality to operate and maintain. They may be owned or leased. Funding other than municipal tax receipts may be used to provide for those responsibilities, but those costs must be guaranteed by city council resolution and city levy authority. All requirements under Minnesota Statute 134.34 must be met.

A. New Libraries - Building Requirements*

1. The city wishing to add a new GRRL library location needs to meet all GRRL specifications for community size, facility space and distance from other GRRL libraries as outlined in GRRL policy and the GRRL Branch Agreement or other requirements set by the GRRL Board of Trustees.

2. Site: the library site shall provide maximum convenient access to the greatest number of people in the community during the normal course of their daily activities by being located near the center of highest density of daily activity and near high use facilities such as a post office, retail stores, educational facilities, or in close proximity to government centers or community centers.
3. The municipality will provide adequate, safe, convenient and well-lighted parking areas for library users and staff. Parking needs are based on population served. Convenient on and off street parking shall be made available for library customers. The minimum number of parking spaces may be determined by municipal zoning ordinances. Handicapped parking requirements of the Americans With Disabilities Act must be met.
4. Minnesota provides no absolute numerical standards for public library size. However, a large community population indicates a need for greater amounts of public service space to provide for necessary collections and other services. Communities serving larger populations require libraries with more floor space not only for larger collections, but also for additional seating, larger program space and greater numbers of computers to access library information resources.
5. The library must be of adequate size to meet and implement the full range of library services that are consistent with GRRL's long range plan and the standards within this document.
6. The library will have adequate space for adult, child, and family use, with all materials easily accessible for library users of all ages. Furniture provided by the municipality must also include design elements appropriate for children and patrons with disabilities. Furnishings and shelving purchased by the city must be approved by GRRL. Furnishings and shelving will remain as property of the city that will bear the responsibility of maintaining the facility and furnishings as outlined in the branch agreement. All purchased equipment will become the property of GRRL and must be approved by GRRL who will bear the responsibility of maintaining library operations as outlined in the GRRL Branch Agreement.
7. The library building and furnishings must meet state and federal requirements for physical accessibility, including the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG).
8. In compliance with ADAAG, library signage must include directional signs and instructions for the use of the collection, the catalog, and other library services in print, Braille, alternate formats and languages other than English, as appropriate.
9. The library facility will support the implementation of current and future technologies. Installation and repair of code compliant wiring within the facility is a municipal responsibility.
10. The library entrance will be clearly visible and located on the side of the building that most users approach.
11. Interior lighting levels must comply with standards issued by the Illuminating Engineering Society of North America.
12. The library facility provides for the return of library materials when the library is closed. After-hours book deposits must be easily accessible to staff and secure and protect library materials from weather elements. It is highly recommended that after-hours book deposits store materials inside the facility. They must also be easily accessible to people with disabilities.
13. The municipality will provide appropriate floor covering throughout the building (carpeting or other sound absorbing materials).
14. The building will include appropriate ceiling treatments throughout (sound absorbing materials).
15. The building will include appropriate space for heating and cooling equipment, stairways, janitorial, entryway, and other spaces determined by community needs, service program and architectural design.
16. Because of additional staffing costs associated with multi-level buildings, all new libraries shall be constructed on one level of public service space. The space should be as open and as flexible as possible.

17. The building will include adequate heating and air conditioning.
18. The building will include adequate electrical service, conduits and outlets necessary to meet GRRL's needs.
19. Library space must be utilized only as a library and not as a community meeting room, city hall or any other purpose. Multi-use facilities are acceptable only if the library area has its own designated space and is physically separated from other areas of the building with walls and doors that can be locked and secured by library staff.
20. Library shelving must be standard metal or wood shelving in 3' sections in a variety of heights to accommodate children's, reference, audio-visual and other collections. All standard shelving units will be furnished with adjustable shelves.
21. The building must include convenient delivery access: the delivery access must be accessible for deliveries of library materials from headquarters.
22. The building must include an adequate private work area for staff off-desk tasks and breaks.

B. New Libraries - Access Requirements*

1. Library signage must be provided on main community thoroughfares as well as on the building. Communities must also provide signage on the facility that includes the GRRL logo.
2. The standard range of library services must be available during every open hour.
3. Library hours must include a mixture of morning, afternoon, evening and weekend hours to provide as much accessibility as possible for library users.
4. GRRL determines open hours schedules. Library open-hour schedules are arrived at by methods that may include a survey of the community, as well as an evaluation of library hours of adjacent library facilities to insure as much access for the public as possible.
5. Libraries must be open a minimum of 20 hours per week, or the minimum number of hours necessary to qualify for Regional Library Telecommunication Aid.

* These requirements are based on the Wisconsin Public Library Space Needs Standards document. They are also referenced in Minnesota State Library's Accessibility and Construction Grant guidelines.

C. New Libraries - Other General Requirements

Service Area

Library buildings and their primary area of service must be within the following Minnesota counties: Benton, Morrison, Sherburne, Stearns, Todd, and Wright. The population served must be at least 5,000 based on the community and adjacent townships surrounding the community. The most recent population statistics from the Office of the State Demographer will be used to determine compliance with this requirement.

Start-up Costs

Start-up costs for new library facilities are the responsibility of the host city to be provided through local funds. These costs include but are not limited to:

Library equipment and furnishings – funding for staff and public computers, network equipment, copier, telephone, Express Checkout machine. Equipment must meet minimum GRRL standards as outlined in policy to ensure compatibility with existing systems. Basic library equipment and operations costs

required: circulation terminals, public access catalogs, public computer stations, cabling, printers, a copier, book carts and network equipment. Additionally, the costs for software license fees, printing, maintenance contracts, telecommunications (usually provided by RLTA), and miscellaneous equipment need to be covered. Considerations for space, wiring and equipment costs for self checkout stations are strongly recommended for libraries with projected circulation figures over 12,000 items per month. Projected costs will be calculated as part of a new library proposal and will be based on GRRL libraries of similar size and population service area.

Opening Day Collection – Funding for a physical collection of a size adequate to meet the size of the community. Library materials equivalent to 70 percent of capacity based on libraries of comparable size in GRRL. The opening day collection will consist of 25 percent re-distributed older materials from existing GRRL collection and 75 percent newly purchased materials. Projected costs will be calculated as part of a new library proposal and will be based on current GRRL models of collection size and format.

Any other items needed to open the library and meet GRRL specifications as determined by library administration and the GRRL Board.

Approved Date: 01/08/08

GRRL Library Development Policy

VII. Responsibilities of the Local City Council for Library Operation

1. Provision and maintenance of a building, furniture for staff and public areas, shelving and other building equipment (including but not limited to circulation desk).
2. Provision and maintenance of heat, air conditioning, light, water and other utilities with the exception of telephone service. All code compliant wiring is to be provided by the building owner or the municipality.
3. Janitorial (cleaning) and trash removal services on at least a weekly basis. Larger facilities need more frequent janitorial services.
4. Maintenance and repair of the building and grounds including raking, lawn mowing and snow removal in a timely manner.
5. Cities must provide insurance on the building (if city owned) and city owned contents. The city must also provide liability insurance coverage.
6. Development and interpretation of policies relating to meeting room use (if applicable).
7. Development of a Rules of Behavior Policy enforceable by local law enforcement.

Approved Date: 01/08/08

GRRL Library Development Policy

VIII. Responsibilities of Great River Regional Library

1. Determination, development, and provision of programs and services to be provided with input from local residents of individual communities.
2. Development and carrying out of all library policies. GRRL maintains uniform service policies for all libraries. To minimize confusion no individual service policies for particular locations will be maintained.

3. GRRL administrative staff determines hours of service with input from local residents.
4. Collection development: The GRRL staff is responsible for selection of library materials for all GRRL libraries. All materials purchased for any library are to be ordered through GRRL regardless of the source of funds. Local citizens are encouraged to make suggestions for collection development and GRRL staff will evaluate those recommendations utilizing the library's Collection Development Policy. Gift materials or monetary donations will be accepted under the provisions of GRRL's Collection Development Policy. Collection maintenance including future purchases and de-acquisitions (weeding)
5. Personnel administration: GRRL is responsible for the selection, training and employment of all personnel. The GRRL Board is responsible for maintaining a region-wide compensation schedule and personnel policy applicable to GRRL employees. All decisions relating to staffing levels, promotion, demotion, hiring or terminations are the responsibility of the regional library.
6. GRRL will insure all GRRL owned materials and equipment.
7. Miscellaneous services: GRRL provides basic telephone service (except building wiring), networking, Internet connections and technology services, programming, delivery service, purchase of essential operating supplies and all other responsibilities not directly associated with the provision and maintenance of library buildings. Maintenance of GRRL-provided equipment.
8. GRRL will provide automation equipment, software and licenses required to perform assigned GRRL functions.
9. Computers – GRRL computers are to be used for library purposes only. No software can be added to any GRRL computer without the authorization of the Associate Director - Information Technology.

Approved Date: 01/08/08

GRRL Library Development Policy

IX. Renovated, Re-located or Expanded Libraries

Local governments must work closely with GRRL when planning for renovation, expansion or relocating libraries. GRRL administration and/or the GRRL Board must approve all renovation and relocation projects. The GRRL board shall determine whether GRRL staff and materials will or will not be located in any building provided by the city. The GRRL board may choose not to provide service in a renovated or relocated building if it does not meet the needs of the region.

Relocated libraries must meet the criteria established in this document under V. New Libraries, sections A, B and C.

When existing libraries are renovated or expanded, significantly increased usage is likely. Anticipating and planning for increased staffing levels at these locations will require ongoing conversation with city planners. GRRL's budget cycle requires that a budget for the following calendar year be set in July of the preceding year. Budget planning for additional staff must be completed as part of the GRRL budget process well in advance of any library's expansion, relocation or renovation.

Approved Date: 01/08/08

GRRL Library Development Policy

X. Contracts and Final Agreements

Using the criteria listed above, the following additional steps are required for the establishment of new libraries.

The GRRL board has the final authority to approve the relocation or establishment of any new library.

New Library Consideration Process

1. City makes an official request by resolution for addition of a new branch location to the GRRL Board.
2. Upon GRRL Board approval, GRRL management provides the City and the GRRL Board with a full analysis of the requirements needed for new branch service, including start-up and ongoing operational costs.
3. Any city given authority by the GRRL Board to establish a new library shall pass a resolution committing the funding needed to meet the expenses listed in GRRL policies V. New Libraries and VI. Responsibilities of the Local City Council for Branch Operation from city revenues. Other funding sources may be used to meet these costs, but they must be backed by city resources under city levy authority. The city presents its proposal to the GRRL Finance Committee for consideration and recommendation to the full GRRL Board of Trustees.
4. The GRRL Board considers the proposal. Any new branch service ongoing operational costs are incorporated into future GRRL budgets.
5. A signed contract must be in place prior to the establishment of a new library outlining responsibilities of GRRL and the city.

Approved Date: 01/08/08

Revised Date: 07/19/16

GRRL Service & Administration Policy

Chapter 3C.1 Branch Facility Non-Compliance Process

The following steps will be followed if a GRRL facility is in need of updates or out of compliance with GRRL standards:

1. GRRL management and local staff will notify city officials of facility branch agreement non-compliance issues, such as maintenance needs, wiring requirements, or safety concerns.
2. GRRL management and local staff will work with city officials to develop an action plan to address identified issues.
3. All notifications and actions will be included in management and building reports to the GRRL Board of Trustees.
4. If unsatisfactory response from the city, management will share concerns with the GRRL Board and request approval of next steps for action. These steps will include:
 - o An identified timeline for improvements based on safety, security and/or other issues.
 - o Presentation of the city's response to management concerns (if any).
 - o Proposed level/s of response if GRRL needs/expectations are not met.

If issues remain unresolved for an unsatisfactory amount of time, GRRL Board may vote to suspend services as outlined in the GRRL Branch Agreement.

Approved Date: 7/19/2016

**GRRL Public Relations Policy
Chapter 2C. Equipment Donation**

GRRL generally does not accept donated equipment. In the event that an exception is made and the equipment is accepted, the donation must enhance the mission of GRRL. GRRL reserves the right to decline any equipment donation for any reason. This equipment will be considered the property and full responsibility of GRRL.

The Associate Director - Information Technology (IT) will determine the suitability of donated equipment that is operated or maintained by IT.

The Associate Director - IT and/or the Library Executive Director must approve equipment donations and monetary donations designated for a particular technology purpose in writing prior to the acceptance. Failure to obtain prior written approval may result in removal of the equipment and/or disciplinary action for staff.

Equipment donations need to follow standard donation procedures. Equipment that is donated may be reallocated or disposed at the discretion of the Associate Director - IT.

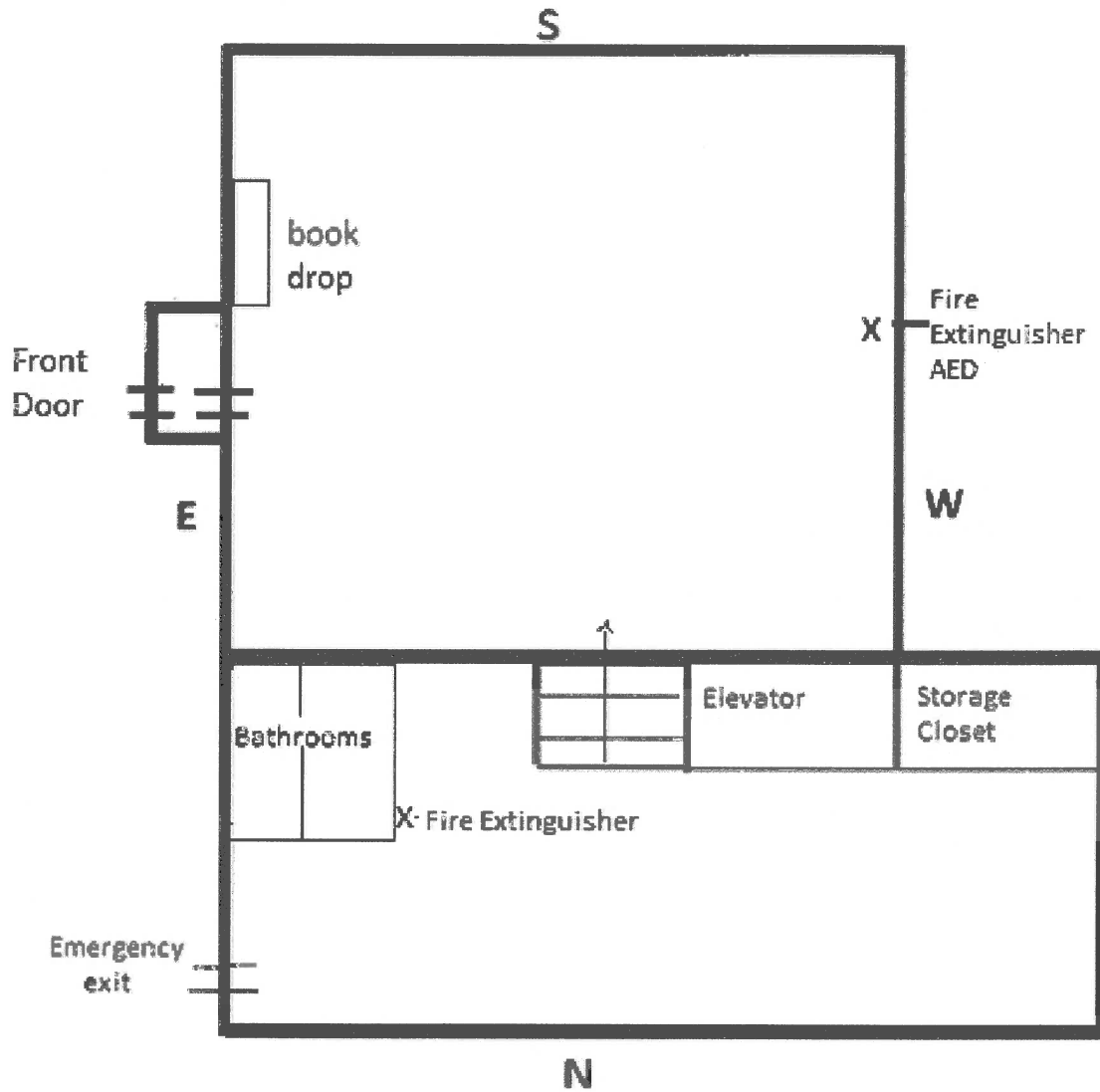
Approved Date: 3/26/2006

Effective Date: March 2006

Revised Date: 5/11/2010, 03/15/2011, 03/20/2012

Exhibit C – Facility Map

Waite Park Floor Plan



Consent Agenda Item D: Master Partnership Contract with MnDOT

Master Contracts are umbrella contracts which allow local agencies and MnDOT to exchange goods and services. The Master itself allows MnDOT, upon request of the local agency, to deliver small, routine services to local agencies. These services are listed in Exhibit A of the Contract. Any other type of service needs a stand-alone work order written agreeing to costs and terms of service. The local agency is always in control of requesting work. MnDOT will not perform services without a written request from the local agency.

It can be beneficial to have a Master Contract on file should the city find itself in need of MnDOT provided services over the next five years. Some services are not available without the Master Contract, and it can take up to two months to get a Master Contract fully executed.

As a State Aid Community, Waite Park is required to have testing done by MnDOT on State Aid projects. We recommend approval.

**STATE OF MINNESOTA
AND
CITY OF WAITE PARK
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the City of WAITE PARK, acting through its City Council, in this contract referred to as the “Local Government.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Partnership Contract

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
 - 1.2. A party must not accept work under this Contract until it is fully executed.
 - 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Local Government understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced.

The Local Government will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. ***Terms Applicable to ALL Work Order Contracts.*** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Local Government to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
- 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
 - 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed \$100,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
 - 7.4.1. **Generally.** The *Requesting Party* will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
 - 7.4.2. **Payment by the Local Government.**

- 7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.
- 7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE “MNDOT CONTRACT NUMBER” SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE “INVOICE NUMBER” ON THE INVOICE RECEIVED FROM MNDOT.**
- 7.4.2.3. Remit payment to the address below:
 - MnDOT
 - Attn: Cash Accounting
 - RE: MnDOT Contract Number 1028400
 - Mail Stop 215
 - 395 John Ireland Blvd
 - St. Paul, MN 55155

7.4.3. ***Payment by the State.***

- 7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
- 7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

- 9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.
- 9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

- 10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.

14.2. Intellectual Property Rights

14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes,

studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

14.2.2.1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.3. ***Minn. R. Parts 5000.3400-5000.3600.***

- 15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:
 - 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. **Workers' Compensation**

Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be

subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. **Publicity**

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. **Prompt Payment; Payment to Subcontractors**

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. **Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. **Termination; Suspension**

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State.

Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

[The balance of this page has intentionally been left blank – signature page follows]

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)
Title: Assistant Commissioner or
Assistant Division Director
Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division
By: _____
Date: _____

**RESOLUTION NO. 060517-
CITY OF WAITE PARK**

**RESOLUTION APPROVING A MASTER PARTNERSHIP CONTRACT WITH THE
MINNESOTA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes Sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WAITE PARK, MINNESOTA:

1. That the City of Waite Park enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Council.
2. That the proper City officers are authorized to execute such contract and any amendments thereto.
3. That the Waite Park City Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Engineer may execute such work order contracts on behalf of the City of Waite Park without further approval by this Council.

Approved this 5th day of June, 2017.

Shaunna Johnson
City Administrator-Clerk-Treasurer

Richard E. Miller
Mayor

ACTION ON THIS RESOLUTION:

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

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Waite Park City Council at a duly authorized meeting held on 6/5/17.

Shaunna Johnson
City Administrator-Clerk-Treasurer

Consent Agenda Item E: On-Sale Strong Beer License (3.2 beer/wine) for Taqueria La Campechana LLC at 95 10th Ave South

Attached for Council approval is a new On-Sale Strong Beer License. Taqueria La Campecha LLC, located at 95 10th Ave S, Waite Park, MN. All personal and financial background checks have been completed and are acceptable to move forward. All fees and applications are completed and filed with the City with the exception of Liquor Liability Insurance. This approval is contingent on the Liquor Liability Insurance.

No. 2017
Fee \$ 200.00



City Waite Park
County Stearns

Wine License — "On Sale"

THIS CERTIFIES THAT:
LICENSEE Taqueria La Campechana LLC
TRADE NAME Taqueria La Campechana
STREET ADDRESS OR LOT AND BLOCK NO 95 10th Ave S

Is authorized for the period beginning June 5, 2017 to Dec. 31, 2017 to sell
WINE NOT EXCEEDING 14% ALCOHOL BY VOLUME AT RETAIL ONLY FOR CONSUMPTION ON THE PREMISES SUBJECT TO
THE LAWS AND REGULATIONS OF THE STATE OF MINNESOTA AND THE ORDINANCES OF THE MUNICIPALITY OR COUNTY.

STRONG BEER AUTHORIZATION YES NO

CLERK/AUDITOR SIGNATURE _____
THIS LICENSE IS APPROVED

Mayor or President
Given under my hand and the Municipal Corporate Seal
City of _____ Date _____

Alcohol & Gambling Enforcement Director _____ Date _____

CLERK or Recorder _____ PS9115-03 (3/05)



CITY OF

Waite Park

WHERE MINNESOTA CONNECTS

APPLICATION FOR 3.2 BEER/WINE ONSALE LICENSES

The Undersigned hereby applies for the following:

\$ 200.00 On Sale Wine License (January-December)

\$ ~~200.00~~ On Sale 3.2 Beer (Strong Beer) License (January-December) — already paid

SIGNATURE: _____
(NOTE: SIGNATURE IS REQUIRED)

Corporation/Partnership Name: Taqueria La Campochina LLC

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

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

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

Owner's Name: Rosalinda Hernandez Saucedo DOB: _____
SS# _____ Home Address: _____

Business Name: Taqueria La Campochina LLC
Business Address: 95 10th Ave South
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
 444 Cedar St., Suite 222, St. Paul, MN 55101-5133
 (651) 201-7507 FAX (651) 297-5259 TTY (651) 282-6555
 WWW.DPS.STATE.MN.US



APPLICATION FOR COUNTY/CITY ON-SALE WINE LICENSE
 (Not to exceed 14% of alcohol by volume)

EVERY QUESTION MUST BE ANSWERED. If a corporation, an officer shall execute this application. If a partnership, LLC, a partner shall execute this application.

Workers compensation insurance company. Name _____ Policy # 5 Co
 LICENSEE'S MN SALES & USE TAX ID # _____ To apply for MN Sales Tax # call (651) 296-6181
 LICENSEE'S FEDERAL TAX ID # _____

Applicants Name (Business, Partnership, Corporation) <u>Taqueria La Campechana LLC</u>		Trade Name or DBA <u>Taqueria La Campechana</u>	
Business Address <u>95 10th ave South.</u>		Business Phone <u>(320) 240-0000</u>	Applicant's Home Phone
City <u>White Park, MN 56387</u>		County <u>Stearns</u>	State <u>MN</u>
			Zip Code <u>56387</u>
Is this application <input checked="" type="checkbox"/> New or a <input type="checkbox"/> Transfer	If a transfer, give name of former owner		License period From <u>June 5, 17</u> To <u>Dec. 31, 17</u>

If a corporation, give name, title, address and date of birth of each officer. If a partnership, LLC, give name, address and date of birth of each partner.

Partner/Officer Name and title	Address	Social Security #	DOB
<u>Rosalinda Moreno Sanchez</u>			

CORPORATIONS

Date of incorporation	State of incorporation	Certificate Number	Is corporation authorized to do business in Minnesota? <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------------	------------------------	--------------------	--

If a subsidiary of another corporation, give name and address of parent corporation

BUILDING AND RESTAURANT

Name of building owner <u>bob Hoopfer</u>		Owner's address	
Are Property Taxes delinquent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Has the building owner any connection, direct or indirect, with the applicant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Restaurant seating capacity <u>40 People</u>	
Hour's food will be available <u>10:am. 10:pm</u>	No. of people restaurant employs <u>4</u>	No. of months per year restaurant will be open <u>12 Months</u>	Will food service be the principle business? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Describe the premises to be licensed

If the restaurant is in conjunction with another business (resort etc.), describe business

NO LICENSE WILL BE APPROVED OR RELEASED UNTIL THE \$20 RETAILER ID CARD FEE IS RECEIVED BY AGED



CITY OF

Waite Park

WHERE MINNESOTA CONNECTS

APPLICATION FOR 3.2 BEER ONSALE LICENSES

The Undersigned hereby applies for the following:

\$ 100.00 On Sale 3.2 Beer License (January-December)

SIGNATURE: Tagueria La Campechana LLC
(NOTE: SIGNATURE IS REQUIRED)

Corporation/Partnership Name: _____

Partner Name: Rosa Linda Martinez Sanchez DOB: 1 / 1
SS# _____ Home Address: _____

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

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

Owner's Name: _____ DOB: _____
SS# _____ Home Address: _____

Business Name: Tagueria La Campecha LLC
Business Address: 95 10th Ave South
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 MN License Period From: June 5, 2017 To: Dec 31, 2017

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: \$ 100.00 3.2% Off Sale fee: \$ _____

Licensee Name: Rosalinda Moreno Sancen ~~Taqueria La Campechana, LLC~~ DOB _____ Social Security # _____
 (corporation, partnership, LLC, or Individual)

Business Trade Name Taqueria la Campechana Business Address 95 10th ave South City Waite Park, MN

Zip Code 56387 County Stearns Business Phone 320-240-0000 Home Phone _____

Home Address _____ City _____ Licensee's MN Tax ID # _____

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>Rosalinda Moreno Sancen</u>	_____	_____	_____
Partner/Officer Name (First Middle Last)	DOB	Social Security #	
_____	_____	_____	_____
(Partner/Officer Name (First Middle Last)	DOB	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: _____ 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 F: Performance Measurement Resolution

A county or city that elects to participate in the standard measures/performance measurement program is eligible for a reimbursement of \$0.14 per capita, not to exceed \$25,000 and is also exempt from levy limits under sections [275.70](#) to [275.74](#) for taxes payable in the following calendar year, if levy limits are in effect. The City of Waite Park has participated in this program in the past and staff is recommending continuing participation in this program. The City is required to approve the two attached resolutions, provide residents with an opportunity to complete a survey, and to file the results by July 1st of every year. The survey will be available for citizens to complete on our website for three weeks in June prior to us submitting our report to the State. Once the survey has been completed, we will also be required to publish the results of the survey on our website as well. Staff recommends approval of the attached resolutions.

**RESOLUTION NO. 060517-
CITY OF WAITE PARK**

**RESOLUTION SUPPORTING WAITE PARK'S PARTICIPATION IN THE PERFORMANCE
MEASUREMENT PROGRAM AND DECLARING THE STANDARD PERFORMANCE
MEASUREMENTS**

WHEREAS, In 2010, the Minnesota Legislature created the Council on Local Results and Innovation which developed a standard set of performance measures that will aid residents, taxpayers, and state and local elected officials in determining the efficacy of cities in providing services and measure residents' opinion of those services; and

WHEREAS, the City of Waite Park acknowledges performance measurements provide feedback to their citizens, taxpayers, elected officials, staff and other interested parties about the effectiveness and efficiency of services provided by the City of Waite Park. Benefits to the City of Waite Park are outlined in MS 6.91 and include eligibility for a reimbursement as set by State statute; and

WHEREAS, Any city participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

WHEREAS, The City Council of Waite Park adopts the following standard performance measures, as developed by the Council on Local Results and Innovation,

1. Citizen's rating of the overall quality of services provided by the City of Waite Park.
2. Citizen's rating of the overall feeling of safety in Waite Park.
3. Citizen's rating of the overall quality of fire protection services in Waite Park.
4. Citizen's rating of the overall condition of Waite Park city streets.
5. Citizen's rating of the overall quality of snowplowing on Waite Park city streets.
6. Citizen's rating on the dependability and overall quality of Waite Park sanitary sewer service.
7. Citizen's rating on the dependability and overall quality of Waite Park's water supply.
8. Citizen's rating of the overall quality of Waite Park recreational facilities (e.g. parks, trails, park facilities).
9. Citizen's rating of the quality of transit services in Waite Park.
10. Citizen's rating of licensing, permitting, and building inspection services in Waite Park.
11. Citizen's rating of the quality of code enforcement services in Waite Park (e.g. zoning, property
12. maintenance).
13. Citizen's rating of the library services in Waite Park.
14. Citizen's rating of the overall quality of services in Waite Park; and

WHEREAS, The City of Waite Park will utilize the results of the survey annually to help plan, budget, manage and evaluate programs and processes for optimal future outcomes.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY OF WAITE PARK, MINNESOTA declares the above standard performance measurements and will submit to the Office of the State Auditor the actual results of the performance measures adopted by the City of Waite Park.

BE IT FURTHER RESOLVED THAT, The City Council of Waite Park will also report the results of the performance measures to its citizenry by the end of the year through posting on the city's website. Citizens will also be provided an opportunity to publicly comment during the public hearing on the budget and levy in December annually.

Adopted by the City Council this 5th day of June 2017.

Shaunna Johnson
City Administrator-Clerk-Treasurer

Richard E. Miller
Mayor

ACTION ON THIS RESOLUTION:

Motion for adoption:

Seconded by:

Voted in favor of:

Voted against:

Abstained:

Absent:

Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Waite Park City Council at a duly authorized meeting held on 6/5/17.

Shaunna Johnson
City Administrator-Clerk-Treasurer

Agenda Item No. G

Issue: Approve Police Department's Application 2017 COPS Grant

BACKGROUND:

The Office of Community Oriented Policing Services (COPS Office) has opened a series of four distinct grant programs under their 2017 COPS Hiring Program (CHP). CHP is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. The two options that Waite Park might be best positioned to compete for are the Community Policing Development (CPD) grant which has an application deadline of June 23, 2017 and the COPS Hiring (CHP) grant with a deadline of July 10, 2017. These grants are similar to the grant we received in 2013 in that it is a three year grant with 75% of the entry-level salary and benefits being paid by the federal government plus a 25% local match. The application will be submitted electronically. As in years past, 2017 CHP applicants with primary law enforcement authority for the population to be served are eligible to apply.

Bentrud, David

From: Office of Community Oriented Policing Services (COPS)
<copsusdoj@service.govdelivery.com>
Sent: Monday, May 22, 2017 9:03 AM
To: Bentrud, David
Subject: RE: COPS Office FY 2017 Grant Program Solicitations - NOW OPEN!



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

May 22, 2017

RE: COPS Office FY 2017 Grant Program Solicitations – NOW OPEN!

Dear Colleague:

The Office of Community Oriented Policing Services (COPS Office) is pleased to announce that the application period for all Fiscal Year (FY) 2017 programs is now open. The COPS Office is now accepting grant applications for the following FY 2017 programs: COPS Hiring Program (CHP), Community Policing Development (CPD), Anti-Heroin Task Force (AHTF), and COPS Anti-Methamphetamine Program (CAMP). Please find brief descriptions for each of these competitive programs below.

- **COPS Hiring Program (CHP)**

CHP funds the hiring of full-time, sworn, career law enforcement officers. CHP provides 75 percent of the approved entry-level salaries and fringe benefits of each full-time officer, up to \$125,000 per officer position, over the three year (36 month) grant period. State, local, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply.

CHP applications must be submitted by July 10, 2017, at 7:59 PM, EDT.

- **Community Policing Development (CPD)**

CPD enhances the practice of community policing in law enforcement agencies and helps to reduce crime and enhance public safety in communities through training and technical assistance, development of innovative community policing strategies, applied research, guidebooks, and best practices that are national in scope. State, local, tribal law enforcement, public governmental agencies, nonprofit institutions, universities, community groups, and faith-based organizations are eligible to apply for CPD funding.

CPD applications must be submitted by June 23, 2017, at 7:59 PM, EDT.

- **COPS Anti-Methamphetamine Program (CAMP)**

CAMP advances public safety by providing funds to investigate illicit activities related to the manufacture and distribution of methamphetamine. Only state-level law enforcement agencies are eligible to apply; however, local law enforcement agencies are encouraged to partner with them on CAMP-funded projects.

CAMP applications must be submitted by July 10, 2017, at 7:59 PM, EDT.

- **COPS Anti-Heroin Task Force (AHTF)**

AHTF assists state law enforcement agencies in states with high per capita levels of primary treatment admissions for both heroin and other opioids. AHTF funds shall be used for investigative purposes to locate or investigate illicit activities related to the distribution of heroin or unlawful distribution of prescription opioids. Only state-level law enforcement agencies are eligible to apply; however, local law enforcement agencies are encouraged to partner with them on AHTF-funded projects.

AHTF applications must be submitted by July 10, 2017, at 7:59 PM, EDT.

Please note that all applications will be accepted electronically via a two-step process through Grants.gov and the COPS Office Agency Portal. Both parts of this two-step application process must be complete by program deadlines stated above. We encourage your agency to start the application process as early as possible by thoroughly reviewing the "[Preparing Your Application](#)" document found on our website. This document provides helpful information designed to ensure a smooth application process and minimize the chance of problems or delays with your application.

Additional information about FY 2017 programs is available on the "[Grants and Funding](#)" page of the COPS Office website. This information includes the Application Guides (i.e., instructions), Fact Sheets, Frequently Asked Questions, a blank, reading copy of the application for these programs, and other important materials about each program's application requirements.

The COPS Office looks forward to working with your agency. If you would like more information or require technical assistance during the solicitation process, please visit the COPS Office website at www.cops.usdoj.gov, or call the COPS Office Response Center at 1.800.421.6770.

Sincerely,

A handwritten signature in black ink, appearing to read 'Russell Washington'.

Russell Washington
Acting Director

**CITY OF WAITE PARK
ORDINANCE 2017-_____**
AMENDMENT TO ORDINANCE 70 OF THE CITY CODE
ALCOHOLIC BEVERAGES
SUMMARY PUBLICATION

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

The City Council has approved an amendment to Ordinance 70 of the Waite Park City Code.

The Amendment does the following:

(1) Amends Section 70.2 Definitions to add a definition for “Wholesaler.” This definition is adapted from Minnesota Statute § 340A.101.

(2) Amends Section 70.15 Hours of Operation, subdivision 1 Times permitting the off-sale of intoxicating liquor on Sundays. This amendment is made in accordance with Minnesota Statute § 340A.504.

(3) Amends Section 70.15 Hours of Operation, subdivision 2 Restriction prohibits certain deliveries on Sunday. This amendment is made in accordance with Minnesota Statute § 340A.504.

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

This amendment shall become effective from and after July 1, 2017, and upon adoption and publication.

This amendment was approved by the majority of the City Council of Waite Park on this _____ day of June, 2017.

CITY OF WAITE PARK

By _____
Richard E. Miller
Its Mayor

By _____
Shaunna Johnson
Its City Administrator

This summary publication was published on _____, 2017.

NOTE: New Application Requirement

The COPS Office's FY 2017 grant applications contain a new certification requirement that must be completed by the applicant's chief legal officer IF (a) your agency is a state or local government entity (e.g., police or sheriff's department) or (b) your agency is a Tribal, non-profit, private, or other non-State or local entity and you will use funds to make subawards to a State or local government entity. The "chief legal officer" must be that of (a) your state or local governing body (e.g., City or County Attorney) or (b) of the entity that is applying for funds and will make subawards to a State or local government entity (e.g., General Counsel for a non-profit organization that will make subawards to a City or County).

Before submitting your FY 2017 application, the following steps are required to ensure your chief legal officer can e-sign the required certification:

1. Set up a new user in Agency Portal. Establish accounts for the law enforcement executive (LE), government executive (GE), and chief legal officer (CLO); or for Community Policing Development (CPD) awards, the program official (PO), financial official (FO), and chief legal officer (CLO).
2. Set up an e-signature in Agency Portal. Establish an electronic signature for all officials (LE/PO, GE/FO, and CLO). This is critical as it enables your agency to sign important documents in the application process.

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

You have received this e-mail because you have asked to be notified of changes to the **Department of Justice's Office of Community Oriented Policing Services (COPS)** website. Update your

subscriptions, modify your password or e-mail address, or stop subscriptions at any time on your [Subscriber Preferences Page](#). You will need to use your e-mail address to log in. If you have questions or problems with the subscription service, please contact subscriberhelp.govdelivery.com. If you have questions about the DOJ Office of Community Oriented Policing Services site, please contact tellcops@usdoj.gov.

This email was sent to dave.bentrud@ci.waiteparkpd.mn.us using GovDelivery, on behalf of: Office of Community Oriented Policing Services (COPS) · 145 N St, NE · Washington, DC 20530 · 800-421-6770

Agenda Item No. 2

Issue: Plans and Specifications for the 2017 Cloud Park and 6th Avenue North Improvements

BACKGROUND:

This project includes the milling and filling of the bituminous on the streets of Cloud Park, curb, gutter, and sidewalk repairs, as well as new bituminous on 6th Avenue South from 2nd Street South to 3rd Street South, and an Alternate to edge mill and overlay 6th Avenue South from Division Street to First Street South. Attached are representative Plan Sheets and a Project Cost Estimate for your review.

REQUIRED ACTION:

Motion to approve the Plans and Specifications and authorize advertising for bids for the 2017 Cloud Park and 6th Avenue South Improvement project.

RECOMMENDED ACTION:

Approve.

SUGGESTED MOTION:

Council member _____ moved to approve the Plans and Specifications for the 2017 Cloud Park and 6th Avenue South Improvement project as presented OR with the following revisions/corrections/ additions: _____

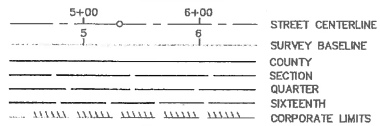
Council member _____ seconded the motion.

ROLL CALL

Councilmember Charles Schneider _____
Councilmember Vic Schulz _____
Councilmember Mike Linqvist _____
Councilmember Frank Theisen _____
Mayor Richard E. Miller _____

Motion (Approved) (Denied)

LEGEND



EXISTING

- RIGHT OF WAY
- PERMANENT EASEMENT
- PROPERTY LINE
- R.R. RIGHT OF WAY
- SANITARY SEWER AND MANHOLE
- FORCE MAIN
- SANITARY SEWER SERVICE & CLEANOUT
- WATER MAIN, HYDRANT AND VALVE
- WATER SERVICE AND CURB STOP BOX
- WATER VALVE MANHOLE
- STORM SEWER, APRON, MANHOLE AND CATCH BASIN
- CULVERT
- BULKHEAD
- BURIED FIBER OPTIC CABLE
- BURIED FIBER OPTIC DUCT OR CONDUIT
- BURIED PHONE CABLE AND PEDESTAL
- BURIED PHONE DUCT OR CONDUIT AND MANHOLE
- BURIED TV CABLE AND PEDESTAL
- BURIED ELECTRIC CABLE
- BURIED ELECTRIC DUCT OR CONDUIT AND MANHOLE
- OVERHEAD ELECTRIC, POLE AND DOWN GUY ANCHOR
- LIGHT POLE
- TRAFFIC SIGNAL STANDARD
- GAS MAIN
- GAS SIGN, VALVE AND VENT
- PETROLEUM PIPELINE
- SOIL BORING
- TRAVERSE POINT
- CONCRETE CURB AND GUTTER
- EXISTING PAVEMENT OR SIDEWALK
- SIGN (HWY, PARK, STOP, ETC.)
- STREET NAME SIGN
- DITCH
- RAILROAD TRACKS
- FENCE (UNIDENTIFIED)
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- ELECTRIC WIRE FENCE
- WOOD FENCE
- WOVEN WIRE FENCE
- PLATE BEAM GUARDRAIL
- CABLE GUARDRAIL

DECIDUOUS AND CONIFEROUS TREE

- BUSH-SHRUB
- WOODED AREA
- WETLAND
- BUILDING

PROPOSED

- NEW RIGHT OF WAY
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- SANITARY SEWER AND MANHOLE
- FORCE MAIN
- SANITARY SEWER SERVICE & CLEANOUT
- WATER MAIN, HYDRANT AND VALVE
- WATER SERVICE AND CURB STOP BOX
- WATER VALVE MANHOLE
- STORM SEWER, MANHOLE AND CATCH BASIN
- CULVERT
- BULKHEAD
- DRAIN PIPE
- DITCH
- CONCRETE CURB AND GUTTER
- SILT FENCE
- FLOTATION SILT CURTAIN
- BOROLL
- LIGHT POLE
- TRAFFIC SIGNAL, STANDARD
- SIGN (HWY, PARK, STOP, ETC.)
- STREET LIGHT FEED POINT
- STREET LIGHTING CABLE
- REMOVE TREE

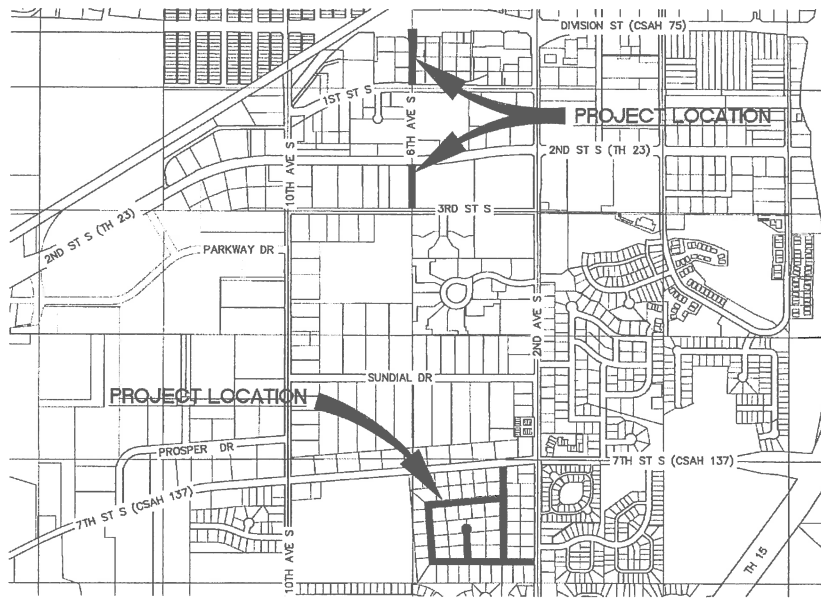
CITY OF WAITE PARK, MINNESOTA

CONSTRUCTION PLANS FOR

MILL AND OVERLAY BITUMINOUS SURFACE, CURB AND GUTTER, SIDEWALK AND PEDESTRIAN RAMP IMPROVEMENTS

2017 CLOUD PARK AND 6TH AVENUE IMPROVEMENTS

CITY PROJECT NO. WAITE 141685



NO.	BY	DATE	REVISIONS

NOTE:
THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D.
THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE
GUIDELINES OF CI/ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE
COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."
THE CONTRACTOR SHALL CALL THE GOPHER STATE ONE CALL SYSTEM AT
811 BEFORE COMMENCING EXCAVATION.

GOVERNING SPECIFICATIONS
THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN EXCEPT
AS MODIFIED BY THE SPECIFICATIONS FOR THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM
TO THE MANUAL, INCLUDING FIELD MANUAL, FOR TEMPORARY
TRAFFIC CONTROL ZONE LAYOUTS, - CURRENT EDITION.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	TYPICAL SECTIONS
3	CLOUD PARK PAVING PLAN
4	6TH AVENUE S STREET IMPROVEMENTS
5-11	STRIPING AND PEDESTRIAN RAMP DETAILS

THIS PLAN CONTAINS 11 SHEETS.

CITY OFFICIALS

- MAYOR _____ RICHARD MILLER
- CITY ADMINISTRATOR _____ SHALUNNA JOHNSON
- PUBLIC WORKS DIRECTOR _____ BILL SCHLUENZ
- COUNCIL _____ VIC SCHULZ
- _____ MIKE LINQUIST
- _____ CHUCK SCHNEIDER
- _____ FRANK THEISEN

PROJECT LOCATION



WAITE PARK, MINNESOTA



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER
MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF
MINNESOTA.

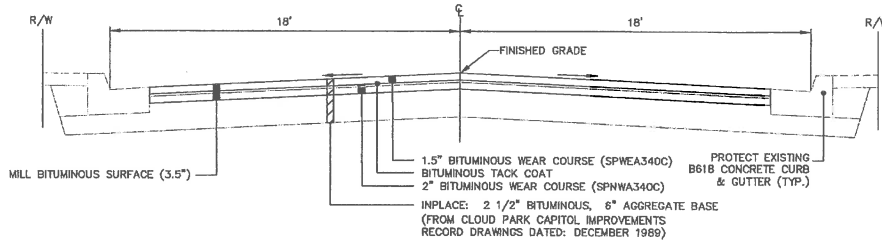
Signature: *Terrence S. Wutzka* TERRENCE S. WUTZKA, P.E.
Date: 05/25/2017 Lic. No. 18566

FILE NO. WAITE141685
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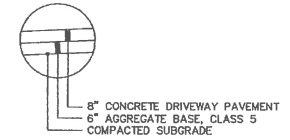
P:\M\WAITE\141685\05-25-2017\Drawings\141685-01.dwg User: jw@seh.com Date: 5/25/2017 3:32 PM By: jw

CLOUD PARK TYPICAL SECTION

3RD AVENUE S, 4TH AVENUE S, 5TH AVENUE S, 8TH STREET S, AND 9TH STREET S.

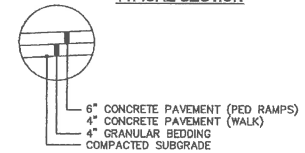


COMMERCIAL CONCRETE DRIVEWAY RESTORATION (A) TYPICAL SECTION



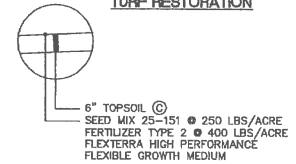
(A) EXCAVATION FOR DRIVEWAY RESTORATION IS INCIDENTAL.

CONCRETE PEDESTRIAN RAMP AND WALK (B) TYPICAL SECTION



(B) EXCAVATION FOR PED RAMPS AND WALK IS INCIDENTAL.

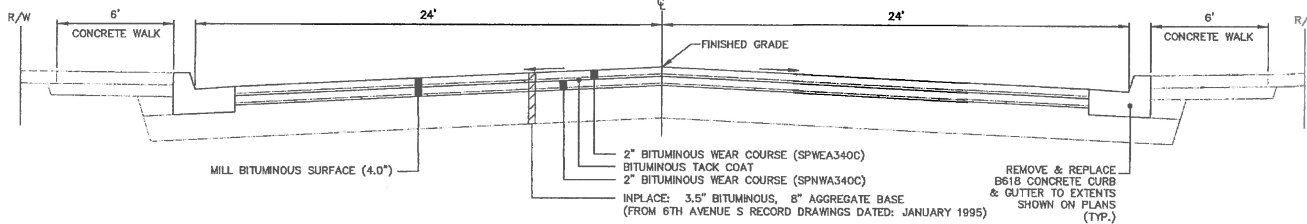
TURF RESTORATION



(C) SALVAGED TOPSOIL SHALL BE USED AT ALL TIMES POSSIBLE WITH TOPSOIL BORROW FOR TOP DRESSING IF NECESSARY.

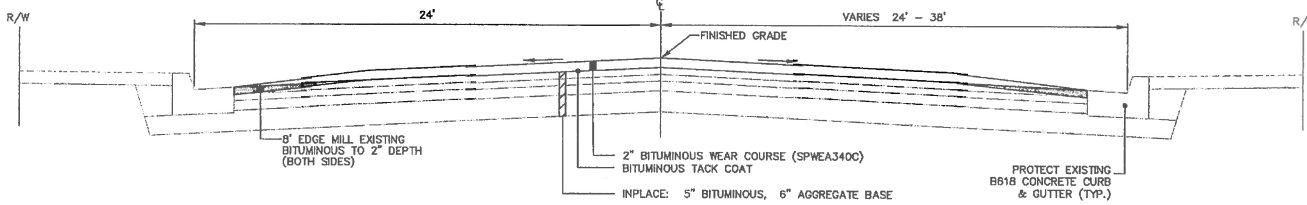
6TH AVENUE S TYPICAL SECTION

BETWEEN 3RD STREET S. AND 2ND STREET S.

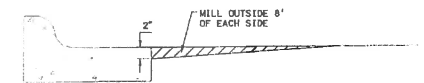


6TH AVENUE S TYPICAL SECTION - ALTERNATE 1

BETWEEN 1ST STREET S. AND DIVISION STREET



EDGE MILL BITUMINOUS SURFACE DETAIL



CONSTRUCTION NOTES

- CONSTRUCTION LIMITS ARE THE RIGHT OF WAY UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL CONTACT UTILITY COMPANIES AND COORDINATE RELOCATION OF UTILITIES AS REQUIRED.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL EROSION CONTROL MEASURES AS SHOWN ON THESE PLANS AND SPECIFICATIONS AND IMPLEMENT ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY IN ORDER TO MEET THE PROVISIONS OF THE SWPPP AND PROTECT ADJACENT PROPERTY.
- OPENINGS ON ALL DRAINAGE STRUCTURES AND SANITARY MANHOLES THAT ARE NOT IN A BITUMINOUS OR CONCRETE SURFACE SHALL BE WRAPPED WITH GEOTEXTILE FABRIC OR PROTECTED WITH BMP DEVICE.
- ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MUTCD, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS", JANUARY 2014.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DISPOSE OFF-SITE ALL TREES, STUMPS, BRUSH, NON-CONFORMING TOPSOIL, OR OTHER DEBRIS THAT EXISTS WITHIN THE CONSTRUCTION AREA.
- EXCESS MATERIALS AND DEBRIS GENERATED BY THE PROJECT SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE PROJECT LIMITS, UNLESS DIRECTED OTHERWISE.
- SAWCUT BITUMINOUS AND CONCRETE AS DIRECTED BY THE ENGINEER PRIOR TO REMOVAL. THE CONTRACTOR SHALL SAWCUT PAVEMENT, CURB, AND SIDEWALK AS INDICATED ON THE PLANS TO SEPARATE EXISTING MATERIAL TO BE REMOVED BY MEANS OF AN APPROVED SAW. SUITABLE GUIDELINES OR DEVICES SHALL BE USED TO ASSURE CUTTING A NEAT, STRAIGHT LINE AS SHOWN ON THE PLANS. CARE SHALL BE TAKEN BY THE CONTRACTOR SO AS NOT TO DAMAGE THE REMAINING MATERIALS DIRECTLY ADJACENT TO THE MATERIALS TO BE REMOVED. ANY DAMAGE TO THE EXISTING MATERIAL, RESULTING FROM THE MATERIAL REMOVAL OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. SAWCUTTING CURB IS INCIDENTAL.
- CONTRACTOR SHALL MAINTAIN ACCESS TO AND FROM LOCAL RESIDENCES AND BUSINESSES AT ALL TIMES THROUGHOUT THE DURATION OF THE PROJECT.
- CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLAN (INCIDENTAL).
- CONCRETE REMOVALS SHALL BE PAID BY THE SQ YD.

STANDARD PLATES	
THE FOLLOWING STANDARD PLATES APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION SHALL APPLY ON THIS PROJECT	
PLATE NO.	DESCRIPTION
703BA	DETECTABLE WARNING SURFACE TRUNCATED DOMES
7100H	CONCRETE CURB AND GUTTER
8000J	CHANNELIZERS

DRAWN BY: BDY
 DESIGNER: BDY
 CHECKED BY: MJH

NO.	BY	DATE	REVISIONS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 Date: 05/05/2017
 TERRENSE S. HOTZKA, PE
 Lic. No. 18969

SEH
 PHONE: 320.223.4300
 1200 25TH AVENUE SOUTH
 P.O. BOX 1717
 ST. CLOUD, MN 56302-1717
 www.sehinc.com

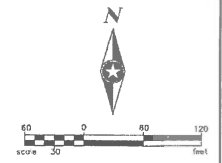
2017 CLOUD PARK
 AND 6TH AVENUE
 IMPROVEMENTS
 WAITE PARK, MINNESOTA

TYPICAL SECTIONS,
 CONSTRUCTION NOTES

FILE NO.
 WAITE141885

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DISCOVERY
COMMUNITY
SCHOOL

WILLOW CREEK DRIVE

CLOUD PARK

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DRAWN BY:	BBY		
DESIGNER:	BBY		
CHECKED BY:	AHJ		
DESIGN TEAM	NO.	BY	DATE

NO.	BY	DATE	REVISIONS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Terrence S. Wotzka
TERRENCE S. WOTZKA, PE
Date: 05/05/2019 Lic. No. 182668

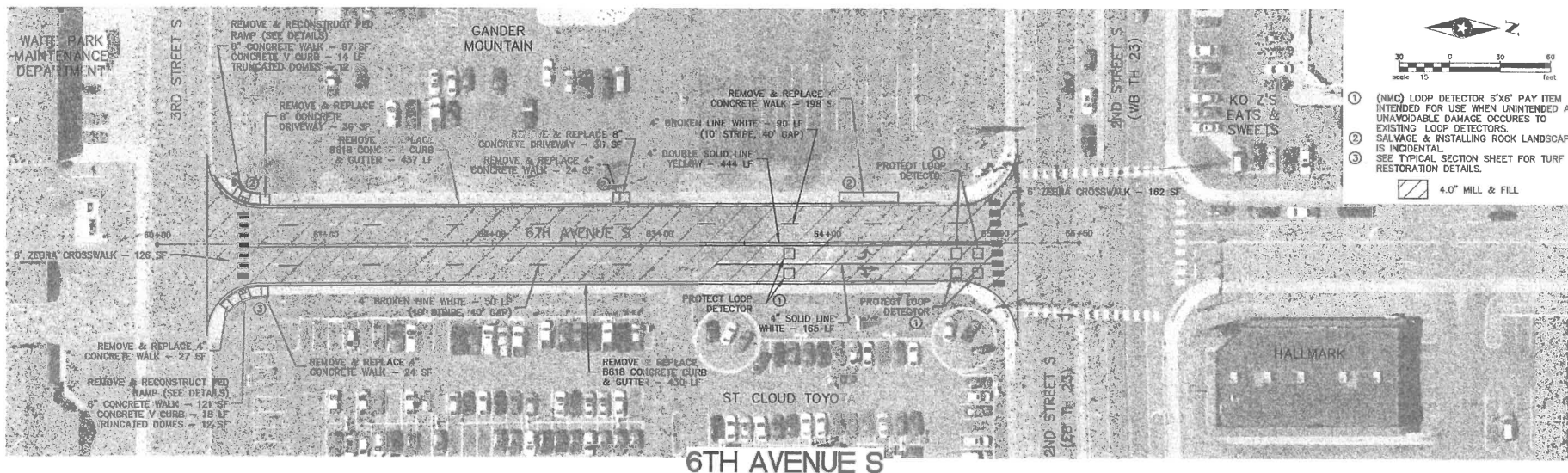
SEH
PHONE: 320.229.4300
1200 25TH AVENUE SOUTH
P.O. BOX 7717
ST. CLOUD, MN 56302-1717
www.sehinc.com

**2017 CLOUD PARK
AND 6TH AVENUE
IMPROVEMENTS
WAITE PARK, MINNESOTA**

CLOUD PARK PAVING PLAN

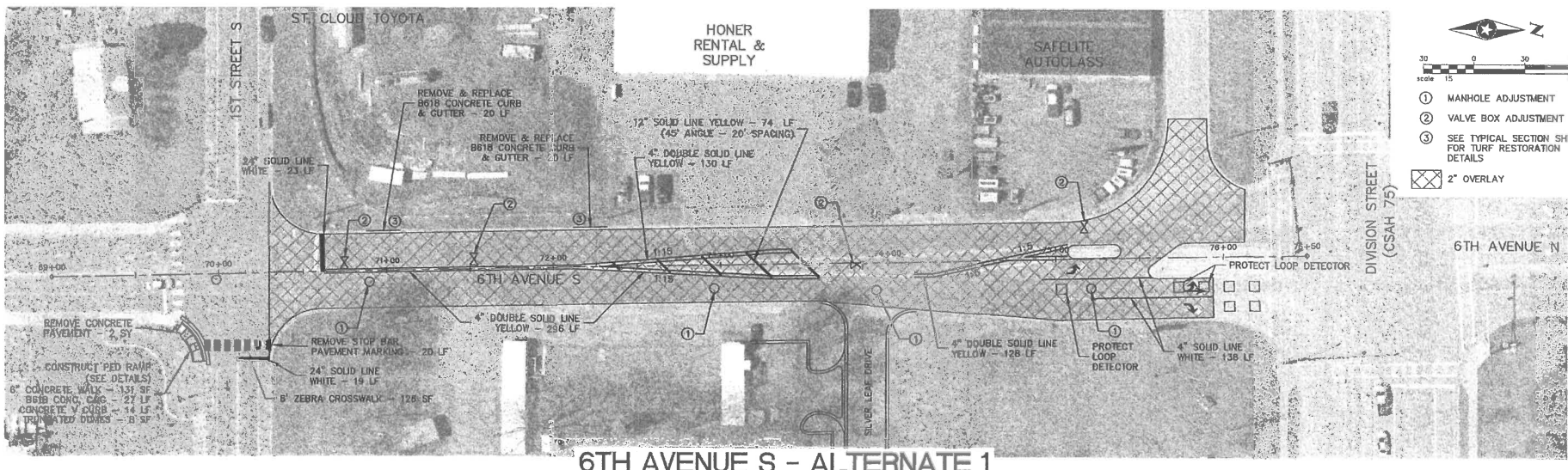
FILE NO.
WAITE141885

3
11



- ① (NMC) LOOP DETECTOR 6"x6" PAY ITEM INTENDED FOR USE WHEN UNINTENDED AND UNAVOIDABLE DAMAGE OCCURS TO EXISTING LOOP DETECTORS. SALVAGE & INSTALLING ROCK LANDSCAPING IS INCIDENTAL.
 - ② SEE TYPICAL SECTION SHEET FOR TURF RESTORATION DETAILS.
- 4.0" MILL & FILL

6TH AVENUE S



- ① MANHOLE ADJUSTMENT
 - ② VALVE BOX ADJUSTMENT
 - ③ SEE TYPICAL SECTION SHEET FOR TURF RESTORATION DETAILS
- 2" OVERLAY

6TH AVENUE S - ALTERNATE 1

DRAWN BY: BOY
 DESIGNER: BOY
 CHECKED BY: JMH

DESIGN TEAM	NO.	BY	DATE	REVISIONS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Date: 06/05/2017
 THURSDAY S. POTKHA, PE
 Lic. No. 183668

SEH
 PHONE: 320.229.4300
 1700 25TH AVENUE SOUTH
 P.O. BOX 1717
 ST. CLOUD, MN 56302-1717
 www.sehinc.com

2017 CLOUD PARK AND 6TH AVENUE IMPROVEMENTS
 WAITE PARK, MINNESOTA

6TH AVENUE S STREET IMPROVEMENTS

FILE NO. 4
 WAITE141685 11

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OPINION OF PROBABLE COST

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASUREMENT	UNIT PRICE	QUANTITY				AMOUNT
				CLOUD PARK	6TH AVENUE S	6TH AVENUE S (ALTERNATE 1)	TOTAL	
BASE BID								
1	MOBILIZATION	LUMP SUM	\$13,000.00	0.40	0.60		1.00	\$13,000.00
2	TRAFFIC CONTROL	LUMP SUM	\$13,000.00	0.40	0.60		1.00	\$13,000.00
3	(NMC) LOOP DETECTOR 6'X6'	EACH	\$1,200.00		6.00		6.00	\$7,200.00
4	ADJUST MANHOLE CASTING	EACH	\$300.00	21.00			21.00	\$6,300.00
5	ADJUST GATE VALVE BOX	EACH	\$250.00	20.00			20.00	\$5,000.00
6	SALVAGE AND INSTALL SIGN	EACH	\$200.00		1.00		1.00	\$200.00
7	MILL BITUMINOUS SURFACE (3.5")	SQ YD	\$2.50	14,571.00			14,571.00	\$36,427.50
8	MILL BITUMINOUS SURFACE (4.0")	SQ YD	\$2.80		2,529.00		2,529.00	\$7,081.20
9	SAWCUT BITUMINOUS	LIN FT	\$4.00	152.00	225.00		377.00	\$1,508.00
10	SAWCUT CONCRETE	LIN FT	\$6.00		48.00		48.00	\$288.00
11	REMOVE CONCRETE PAVEMENT	SQ YD	\$30.00		63.00		63.00	\$1,890.00
12	REMOVE CONCRETE CURB AND GUTTER	LIN FT	\$5.00		867.00		867.00	\$4,335.00
13	B618 CONCRETE CURB AND GUTTER	LIN FT	\$25.00		867.00		867.00	\$21,675.00
14	V6 CONCRETE CURB	LIN FT	\$20.00		32.00		32.00	\$640.00
15	4" CONCRETE WALK W/ 4" GRANULAR BEDDING	SQ FT	\$5.00		273.00		273.00	\$1,365.00
16	6" CONCRETE WALK W/ 4" GRANULAR BEDDING	SQ FT	\$8.50		218.00		218.00	\$1,853.00
17	8" CONCRETE DRIVEWAY W/ 6" CLASS 5	SQ FT	\$30.00		70.00		70.00	\$2,100.00
18	TRUNCATED DOMES	SQ FT	\$50.00		24.00		24.00	\$1,200.00
19	AGGREGATE BASE PREPARATION	LUMP SUM	\$5,000.00	0.85	0.15		1.00	\$5,000.00
20	TYPE SP 9.5 WEARING COURSE MIXTURE	TON	\$65.00	1,323.00	306.00		1,629.00	\$105,885.00
21	TYPE SP 12.5 NON WEARING COURSE MIXTURE	TON	\$60.00	1,763.00	306.00		2,069.00	\$124,140.00
22	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.00	730.00	130.00		860.00	\$2,580.00
23	FULL DEPTH STREET RESTORATION	SQ YD	\$40.00	50.00			50.00	\$2,000.00
24	SEEDING W/ FLEXTERRA	LUMP SUM	\$1,000.00		1.00		1.00	\$1,000.00
25	SCREENED TOPSOIL BORROW	CU YD	\$30.00		3.00		3.00	\$90.00
26	4" SOLID LINE WHITE - EPOXY	LIN FT	\$0.40		165.00		165.00	\$66.00
27	4" BROKEN LINE WHITE - EPOXY	LIN FT	\$0.40		140.00		140.00	\$56.00
28	24" STOP LINE WHITE - EPOXY	LIN FT	\$8.00	42.00			42.00	\$336.00
29	4" DOUBLE SOLID LINE YELLOW - EPOXY	LIN FT	\$0.60		444.00		444.00	\$266.40
30	ZEBRA CROSSWALK WHITE - EPOXY	SQ FT	\$6.00		288.00		288.00	\$1,728.00
31	PAVEMENT MESSAGE (THRU/RIGHT ARROW) - EPOXY	EACH	\$300.00		1.00		1.00	\$300.00
32	PAVEMENT MESSAGE (LEFT ARROW) - EPOXY	EACH	\$300.00		1.00		1.00	\$300.00

SUBTOTAL	\$368,810.10
CONTINGENCY	\$36,881.01
ENGINEERING	\$47,945.31
TOTAL	\$453,636.42

OPINION OF PROBABLE COST

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASUREMENT	UNIT PRICE	QUANTITY				AMOUNT
				CLOUD PARK	6TH AVENUE S	6TH AVENUE S (ALTERNATE 1)	TOTAL	
ALTERNATE 1								
33	MOBILIZATION	LUMP SUM	\$7,000.00			1.00	1.00	\$7,000.00
34	TRAFFIC CONTROL	LUMP SUM	\$7,000.00			1.00	1.00	\$7,000.00
35	ADJUST MANHOLE CASTING	EACH	\$300.00			4.00	4.00	\$1,200.00
36	ADJUST GATE VALVE BOX	EACH	\$250.00			4.00	4.00	\$1,000.00
37	8 FOOT EDGE MILL	SQ YD	\$2.50			1,348.00	1,348.00	\$3,370.00
38	SAWCUT BITUMINOUS	LIN FT	\$4.00			170.00	170.00	\$680.00
39	SAWCUT CONCRETE	LIN FT	\$6.00			6.00	6.00	\$36.00
40	PAVEMENT MARKING REMOVAL	LIN FT	\$3.00			20.00	20.00	\$60.00
41	REMOVE CONCRETE PAVEMENT	SQ YD	\$30.00			2.00	2.00	\$60.00
42	REMOVE CONCRETE CURB AND GUTTER	LIN FT	\$5.00			67.00	67.00	\$335.00
43	B618 CONCRETE CURB AND GUTTER	LIN FT	\$25.00			67.00	67.00	\$1,675.00
44	V6 CONCRETE CURB	LIN FT	\$20.00			14.00	14.00	\$280.00
45	6" CONCRETE WALK W/ 4" GRANULAR BEDDING	SQ FT	\$8.50			131.00	131.00	\$1,113.50
46	TRUNCATED DOMES	SQ FT	\$50.00			8.00	8.00	\$400.00
47	TYPE SP 9.5 WEARING COURSE MIXTURE	TON	\$65.00			410.00	410.00	\$26,650.00
48	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.00			170.00	170.00	\$510.00
49	SCREENED TOPSOIL BORROW	CU YD	\$30.00			4.00	4.00	\$120.00
50	4" SOLID LINE WHITE - EPOXY	LIN FT	\$0.40			138.00	138.00	\$55.20
51	24" STOP LINE WHITE - EPOXY	LIN FT	\$8.00			42.00	42.00	\$336.00
52	4" DOUBLE SOLID LINE YELLOW - EPOXY	LIN FT	\$0.60			554.00	554.00	\$332.40
53	24" SOLID LINE YELLOW - EPOXY	LIN FT	\$8.00			74.00	74.00	\$592.00
54	ZEBRA CROSSWALK WHITE - EPOXY	SQ FT	\$6.00			126.00	126.00	\$756.00
55	PAVEMENT MESSAGE (RIGHT ARROW) - EPOXY	EACH	\$300.00			1.00	1.00	\$300.00
56	PAVEMENT MESSAGE (THRU/LEFT ARROW) - EPOXY	EACH	\$300.00			1.00	1.00	\$300.00
57	PAVEMENT MESSAGE (LEFT ARROW) - EPOXY	EACH	\$300.00			1.00	1.00	\$300.00

SUBTOTAL	\$54,461.10
CONTINGENCY	\$5,446.11
ENGINEERING	\$7,079.94
TOTAL	\$66,987.15

TOTAL CONSTRUCTION	\$423,271.20
CONTINGENCY	\$42,327.12
ENGINEERING	\$55,025.26
TOTAL	\$520,623.58

Agenda Item No. 3

Issue: Approve Plans and Specifications for Well # 6 (Contract “A”) and Well #6 Water Utilities and Site Improvements (Contract “B”) and authorize advertising for bids

BACKGROUND:

Contract “A” includes the construction of a new well and appurtenances, and Contract “B” includes site piping, meter vault and electrical controls for the well. The estimated project costs are attached. I have also attached representative plan sheets for your review.

REQUIRED ACTION:

Approve a motion to approve the plans and specifications for Well # 6, Contracts A and B, and authorize advertising for bids.

RECOMMENDED ACTION:

Approve.

SUGGESTED MOTION:

Council member _____ moved to approve the plans and specifications for Well # 6, Contracts A and B, and authorize advertising for bids as presented OR with the following revisions/corrections/ additions: _____

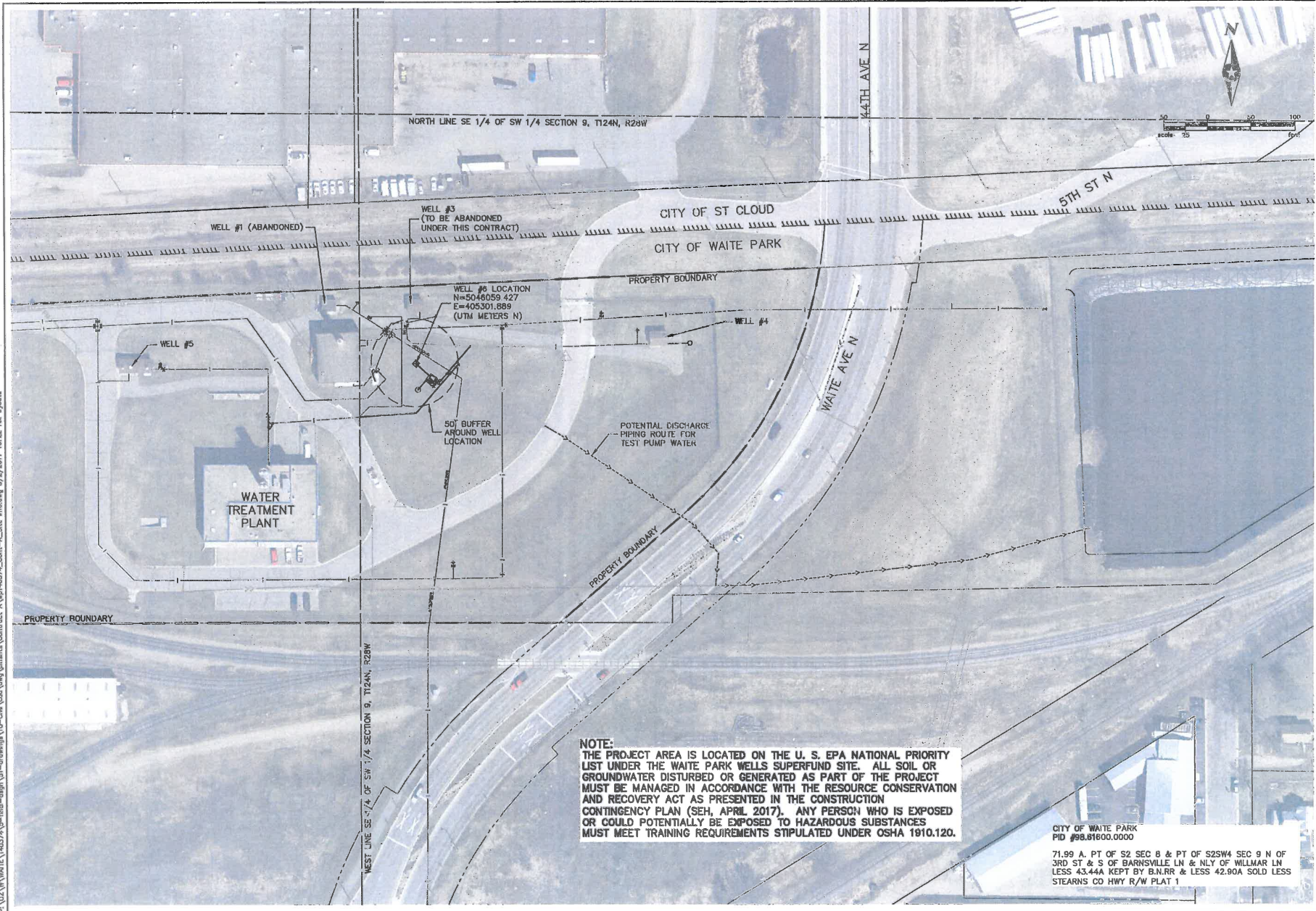
Council member _____ seconded the motion.

ROLL CALL

Councilmember Charles Schneider _____
Councilmember Vic Schulz _____
Councilmember Mike Linqvist _____
Councilmember Frank Theisen _____
Mayor Richard E. Miller _____

Motion (Approved) (Denied)

P:\UZ\W\WAITE\140374\5-rind-dgph\31-drawings\10-dwg\csw\csw\jshelb\Contract\1\proj\40374_Contract_A_Site_Inf.dwg 5/2/2017 10:22 AM by:cdt



NOTE:
 THE PROJECT AREA IS LOCATED ON THE U. S. EPA NATIONAL PRIORITY LIST UNDER THE WAITE PARK WELLS SUPERFUND SITE. ALL SOIL OR GROUNDWATER DISTURBED OR GENERATED AS PART OF THE PROJECT MUST BE MANAGED IN ACCORDANCE WITH THE RESOURCE CONSERVATION AND RECOVERY ACT AS PRESENTED IN THE CONSTRUCTION CONTINGENCY PLAN (SEH, APRIL 2017). ANY PERSON WHO IS EXPOSED OR COULD POTENTIALLY BE EXPOSED TO HAZARDOUS SUBSTANCES MUST MEET TRAINING REQUIREMENTS STIPULATED UNDER OSHA 1910.120.

CITY OF WAITE PARK
 PID #98.81600.0000
 71.99 A. PT OF S2 SEC 8 & PT OF S2SW4 SEC 9 N OF
 3RD ST & S OF BARNVILLE LN & NLY OF WILLMAR LN
 LESS 43.44A KEPT BY B.N.R.R. & LESS 42.90A SOLD LESS
 STEARNS CO HWY R/W PLAT 1



SEH
 12222A WISCONSIN
 SUITE 200
 WAITE PARK, MN 56387
 PHONE: 507.837.2222
 FAX: 507.837.2222
 WWW.SEHINC.COM

CONTRACT A:
 WELL NO. 6 WELL CONSTRUCTION
 FOR THE CITY OF
 WAITE PARK, MINNESOTA

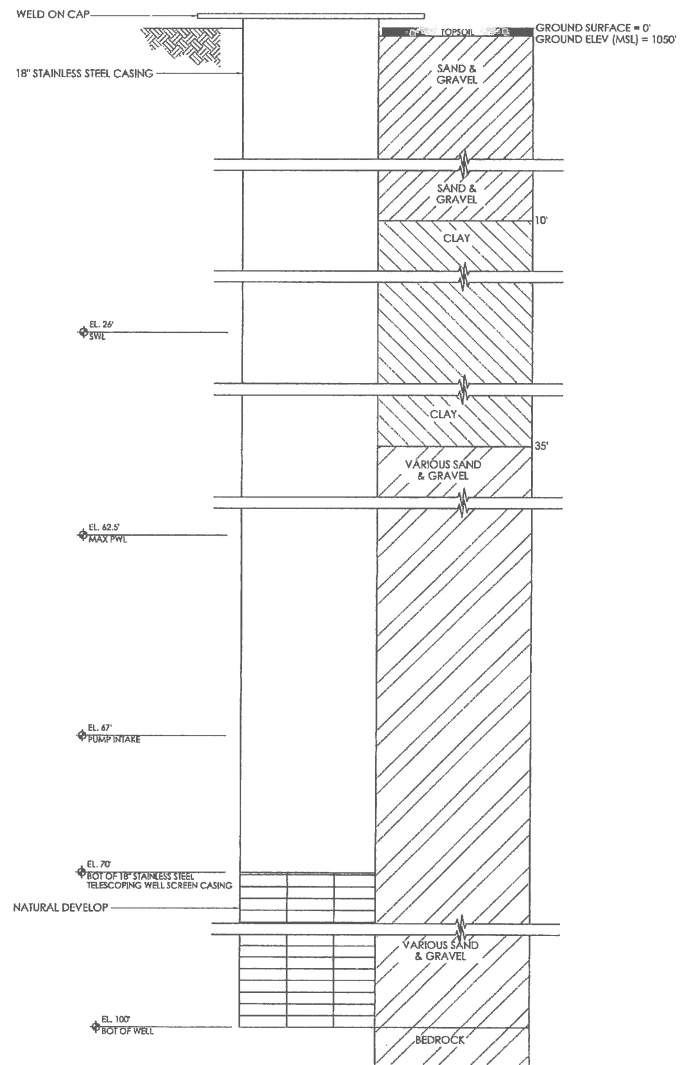
MARK	DATE	DESCRIPTION	REVISIONS

WAITE LOG#	WAITE BDDY
MON 8/8/16	05-02-2017
CITY PROJECT NO.	
DESIGNED BY	
DRAWN BY	

SHEET FILE
 SITE LAYOUT

SHEET
 C1

NOTE:
 CONSTRUCT CASING TO EXTEND 2-FEET ABOVE GROUND LEVEL.



PROPOSED WELL NO. 6 CROSS SECTION
 NOT TO SCALE

*WELL FORMATION DATA GENERATED FROM WELL LOGS FROM
 WAITE PARK WELLS 1, 3, 4 AND 5

1202 7th Avenue South
 Suite 100
 Phoenix, AZ 85004
 Phone: 602.974.8800
 Fax: 602.974.8801
 www.seh.com

SEH

I hereby certify that the above information is true and correct to the best of my knowledge and belief. I am a duly licensed Professional Engineer in the State of Arizona. My license number is 10000. I am the author of the above information. My signature is as shown below. My title is as shown below.

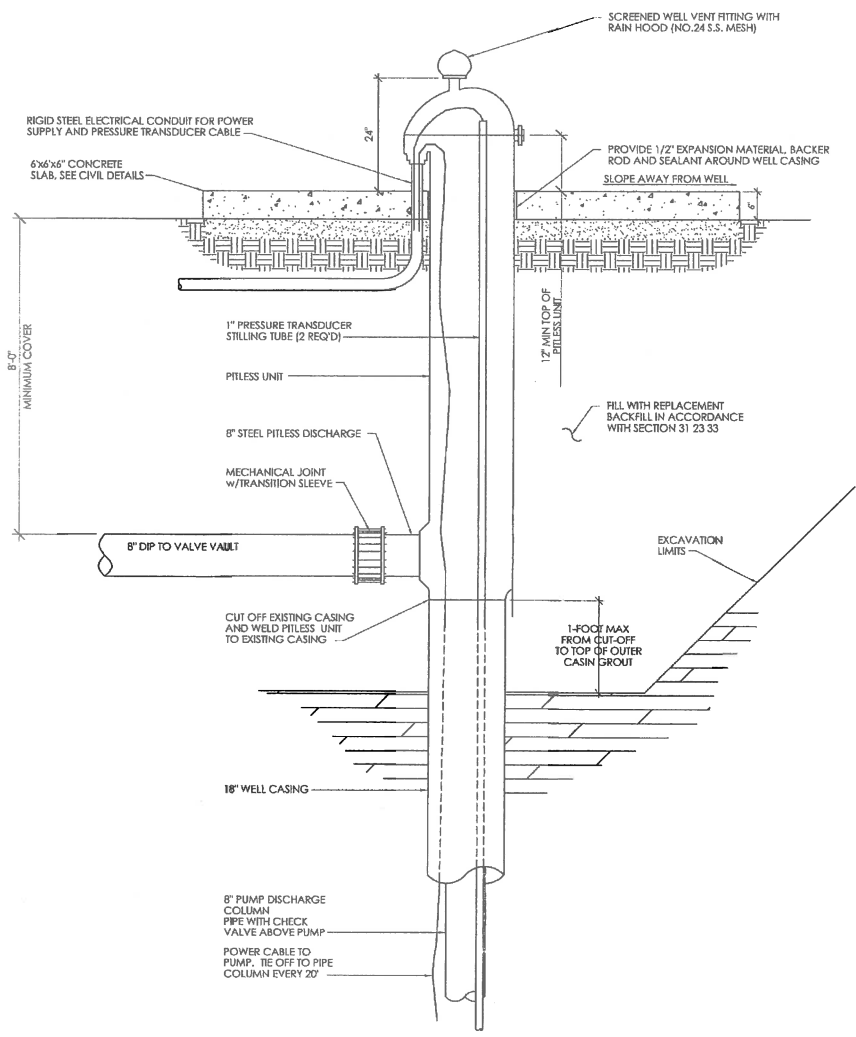
J. H. Smith
 Professional Engineer
 License No. 10000

CONTRACT A:
 WELL NO. 6 WELL CONSTRUCTION
 FOR THE CITY OF
 WAITE PARK, MINNESOTA

NO.	DATE	DESCRIPTION

SHEET NO. 6 PROFILE
 WELL NO. 6 PROFILE
 WATER 6024
 PROJECT NO. 10000
 PROJECT STATUS: 05-02-2017
 ISSUE DATE: 05-02-2017
 DESIGNED BY: JHP
 DRAWN BY: JHP

P1



PITLESS UNIT

- NOTES:
1. CENTER SECURITY ENCLOSURE OVER THE WELL (BID ALTERNATE).
 2. EXTEND STILLING TUBE AND TRANSDUCER TO 2-FEET ABOVE PUMP BOWLS, OR SUCTION BELL SO IT CAN READ THE MAX PWL. RECORD EXACT CABLE LENGTH AND ELEVATION FOR OWNER. CAP THE END OF THE STILLING TUBE AND DRILL HOLES IN CAP AND SIDES TO ALLOW WATER MOVEMENT. TIE OFF AS REQUIRED.

222 2RD AVE. #200 ST. CLOUD, MN 56301 PHONE: 763-291-1100 FAX: 763-291-1101 WWW.SEH.COM	
I hereby certify that the plans of this project were prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Minnesota.	
DATE: 05/02/2017	PROJECT NO.: 1037
CONTRACT A: WELL NO. 6 WELL CONSTRUCTION FOR THE CITY OF WAITE PARK, MINNESOTA	
MARK	DATE
REVISION	REVISION
WAITE 10374 MCH 08/06/16 05/02/2017	KY RWP
SHEET NO. CITY PROJECT NO. DRAWN BY DESIGNED BY ISSUE DATE	DRAWN BY
SHEET TITLE PITLESS UNIT DETAIL	
SHEET P2	



2017 WELL NO. 6
 WAITE PARK, MN
 SEH NO. WAITE140374

5/30/2017

CONTRACT A - OPINION OF PROBABLE COST

ITEM DESCRIPTION	AMOUNT
WELL #6, ABANDON #3	
SUBTOTAL CONSTRUCTION	\$185,250

CONTRACT B - OPINION OF PROBABLE COST

ITEM DESCRIPTION	AMOUNT
STREET	
SUBTOTAL CONSTRUCTION	\$34,980

WATER MAIN	
SUBTOTAL CONSTRUCTION	\$52,100

METER VAULT, COMPLETE	
SUBTOTAL CONSTRUCTION	\$75,000

ELECTRICAL	
SUBTOTAL CONSTRUCTION	\$138,300

SUMMARY	
CONTRACT A	\$185,250
CONTRACT B	\$300,380
SUBTOTAL CONSTRUCTION	\$485,630
CONTINGENCY	\$48,600
ENGINEERING	\$100,000
TOTAL	\$634,230

M:\UZIWWAITE\140374\2-proj-mgmt\25-cost-est\140374_Well No 6 Estimate (Combined).xls]Summary

Agenda Item No. 4

Issue: Public Comment on Purchase and Implementation of Body Worn Camera (Portable Recording System) Program and Proposed Policy

BACKGROUND:

The City of Waite Park is considering implementing a Body Worn Camera (Portable Recording System) Program within its Police Department. The use of body-worn cameras (BWC's) in law enforcement is relatively new. The primary purpose of using BWC's is to capture evidence arising from police-citizen encounters. While this technology allows for the collection of valuable information, it opens up many questions about how to balance public demands for accountability and transparency with the privacy concerns of those being recorded. In deciding what to record, this policy reflects a balance between the desire to establish exacting and detailed requirements and the reality that officers must attend to their primary duties and safety of all concerned, often in circumstances that are tense, uncertain, and rapidly evolving.

In accordance with Minnesota Statute 626.8473, Subd. 2, "A local law enforcement agency must provide an opportunity for public comment before it purchases or implements a portable recording system. At a minimum, the agency must accept public comments submitted electronically or by mail, and the governing body with jurisdiction over the budget of the law enforcement agency must provide an opportunity for public comment at a regularly-scheduled meeting." Minnesota Statute 626.8473, Subd. 3 requires that "the chief officer of every state and local law enforcement agency that uses or proposes to use a portable recording system must establish and enforce a written policy governing its use. In developing and adopting the policy, the law enforcement agency must provide for public comments and input as provided in subdivision 2."

The cost to implement BWC's within the Police Department would be approximately \$27,000 for 18 cameras with an ongoing cost for data storage of \$18,000 annually. This would also allow us to replace cameras every 30 months and would include the AXON Capture software which provides the ability to use SMART phones to take statements and reviews videos. This is something that has been budgeted within the Police Department but requires Council's action to purchase and implement the BWC Program.

The purpose for the meeting tonight is to give the public an opportunity to provide the Council with any thoughts or concerns related to BWC's and its BWC Proposed Policy. No Council action will be taken at the meeting tonight. A copy of the proposed policy is included for your review. In addition, a copy of the proposed policy will be available on the City's website at www.ci.waitepark.mn.us. The public will have an opportunity to provide the City with comments online. Comments can also be mailed or emailed to the City as well. The City's mailing address is City of Waite Park Attn: Shaunna Johnson, 19 13th Avenue North Waite Park, MN 56387. The email address to send comments to is Shaunna.Johnson@ci.waitepark.mn.us.

The plan moving forward will be to meet with Police Department Personnel on June 20th to discuss the BWC Program and the Policy. Staff will have a copy of the policy ahead of time to provide them with an opportunity to review and comment. The City will continue to accept public comments online, email, and in writing up until the Council has made a determination regarding the BWC Program and the Policy. The City will review all the comments provided by the public and the staff and will consider them as part of the final draft of the BWC Program and Policy. On June 26th, the Council will hold a public hearing to give the public an additional opportunity to provide any feedback on the BWC and the BWC Policy. At the meeting on the June 26th, the Council will have an opportunity to decide whether they want to move forward with the implementation of the BWC program and could also consider the BWC policy as well.

REQUIRED ACTION:

No action is required. Staff can present and summarize the BWC Program and its Proposed Policy. The Council should then give the public an opportunity to speak.

Portable Audio/Video Recorders

423.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of portable audio/video recording devices by members of this department while in the performance of their duties (Minn. Stat. § 626.8473). Portable audio/video recording devices include all recording systems whether body-worn, handheld or integrated into portable equipment.

This policy does not apply to mobile audio/video recordings, interviews or interrogations conducted at any Waite Park Police Department facility, undercover operations, wiretaps or eavesdropping (concealed listening devices) unless captured by a portable recording system.

423.1.1 DEFINITIONS

Definitions related to this policy include:

Portable recording system - A device worn by a member that is capable of both video and audio recording of the member's activities and interactions with others or collecting digital multimedia evidence as part of an investigation and as provided in Minn. Stat. § 13.825.

423.2 POLICY

The Waite Park Police Department may provide members with access to portable recorders for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

423.3 COORDINATOR

The Chief of Police or the authorized designee should designate a coordinator responsible for (Minn. Stat. § 626.8473; Minn. Stat. § 13.825):

- (a) Establishing procedures for the security, storage and maintenance of data and recordings.
 1. The coordinator should work with the Custodian of Records and the member assigned to coordinate the use, access and release of protected information to ensure that procedures comply with requirements of the Minnesota Government Data Practices Act (MGDPA) and other applicable laws (Minn. Stat. § 13.01 et seq.) (See the Protected Information and the Records Maintenance and Release policies).
- (b) Establishing procedures for accessing data and recordings.
 1. These procedures should include the process to obtain written authorization for access to non-public data by WPPD members and members of other governmental entities and agencies.
- (c) Establishing procedures for logging or auditing access.
- (d) Establishing procedures for transferring, downloading, tagging or marking events.
- (e) Establishing an inventory of portable recorders including:

Waite Park Police Department

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Portable Audio/Video Recorders

1. Total number of devices owned or maintained by the Waite Park Police Department.
 2. Daily record of the total number deployed and used by members and, if applicable, the precinct or district in which the devices were used.
 3. Total amount of recorded audio and video data collected by the devices and maintained by the Waite Park Police Department.
- (f) Preparing the biennial audit required by Minn. Stat. § 13.825, Subd. 9.
- (g) Notifying the Bureau of Criminal Apprehension (BCA) in a timely manner when new equipment is obtained by the Waite Park Police Department that expands the type or scope of surveillance capabilities of the department's portable recorders.

423.4 MEMBER PRIVACY EXPECTATION

All recordings made by members on any department-issued device at any time or while acting in an official capacity of this department, regardless of ownership of the device, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

423.5 MEMBER RESPONSIBILITIES

Prior to going into service, each uniformed member will be responsible for making sure that he/she is equipped with a portable recorder issued by the Department, and that the recorder is in good working order (Minn. Stat. § 13.825). If the recorder is not in working order or the member becomes aware of a malfunction at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as reasonably practicable. Uniformed members should wear the recorder in a conspicuous manner or otherwise notify persons that they are being recorded, whenever reasonably practicable (Minn. Stat. § 626.8473).

Any member assigned to a non-uniformed position may carry an approved portable recorder at any time the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever reasonably practicable.

When using a portable recorder, the assigned member shall record his/her name, employee number and the current date and time at the beginning and the end of the shift or other period of use, regardless of whether any activity was recorded. This procedure is not required when the recording device and related software captures the user's unique identification and the date and time of each recording.

Members should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording (Minn. Stat. § 626.8473). Members should include the reason for deactivation.

Waite Park Police Department

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Portable Audio/Video Recorders

423.6 ACTIVATION OF THE AUDIO/VIDEO RECORDER

This policy is not intended to describe every possible situation in which the recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

The recorder should be activated in any of the following situations:

- (a) All enforcement and investigative contacts including stops and field interview (FI) situations
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops
- (c) Self-initiated activity in which a member would normally notify Dispatch
- (d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable.

423.6.1 CESSATION OF RECORDING

Once activated, the portable recorder should remain on continuously until the member reasonably believes that his/her direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

423.6.2 SURREPTITIOUS RECORDINGS

Minnesota law permits an individual to surreptitiously record any conversation in which one party to the conversation has given his/her permission (Minn. Stat. § 626A.02).

Members of the Department may surreptitiously record any conversation during the course of a criminal investigation in which the member reasonably believes that such a recording will be lawful and beneficial to the investigation.

Members shall not surreptitiously record another department member without a court order unless lawfully authorized by the Chief of Police or the authorized designee.

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Portable Audio/Video Recorders

423.6.3 EXPLOSIVE DEVICE

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

423.7 PROHIBITED USE OF AUDIO/VIDEO RECORDERS

Members are prohibited from using department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of the Shift Supervisor. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including retention and release requirements and should notify the on-duty supervisor of such use as soon as reasonably practicable.

Recordings shall not be used by any member for the purpose of embarrassment, harassment or ridicule.

423.8 RETENTION OF RECORDINGS

All recordings shall be retained for a period consistent with the requirements of the organization's records retention schedule but in no event for a period less than 180 days.

If an individual captured in a recording submits a written request, the recording may be retained for additional time period. The coordinator should be responsible for notifying the individual prior to destruction of the recording (Minn. Stat. § 13.825).

423.8.1 RELEASE OF AUDIO/VIDEO RECORDINGS

Requests for the release of audio/video recordings shall be processed in accordance with the Records Maintenance and Release Policy.

423.8.2 ACCESS TO RECORDINGS

Except as provided by Minn. Stat. § 13.825, Subd. 2, audio/video recordings are considered private or nonpublic data.

Any person captured in a recording may have access to the recording. If the individual requests a copy of the recording and does not have the consent of other non-law enforcement individuals captured on the recording, the identity of those individuals must be blurred or obscured sufficiently to render the subject unidentifiable prior to release. The identity of on-duty peace officers may not be obscured unless their identity is protected under Minn. Stat. § 13.82, Subd. 17.

Waite Park Police Department

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Portable Audio/Video Recorders

423.9 IDENTIFICATION AND PRESERVATION OF RECORDINGS

To assist with identifying and preserving data and recordings, members should download, tag or mark the recordings in accordance with procedure and document the existence of the recording in any related case report.

A member should transfer, tag or mark recordings when the member reasonably believes:

- (a) The recording contains evidence relevant to potential criminal, civil or administrative matters.
- (b) A complainant, victim or witness has requested non-disclosure.
- (c) A complainant, victim or witness has not requested non-disclosure but the disclosure of the recording may endanger the person.
- (d) Disclosure may be an unreasonable violation of someone's privacy.
- (e) Medical or mental health information is contained.
- (f) Disclosure may compromise an under-cover officer or confidential informant.
- (g) The recording or portions of the recording may be protected under the Minnesota Data Practices Act.

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

423.10 REVIEW OF RECORDED MEDIA FILES

When preparing written reports, members should review their recordings as a resource (See the Officer-Involved Shootings and Deaths Policy for guidance in those cases. However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing the member's performance.

Recorded files may also be reviewed:

- (a) Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation or criminal investigation.
- (b) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (c) In compliance with the Minnesota Data Practices Act request, if permitted or required by the Act, including pursuant to Minn. Stat. § 13.82, Subd. 15, and in accordance with the Records Maintenance and Release Policy.

All recordings should be reviewed by the Custodian of Records prior to public release (See the Records Maintenance and Release Policy). Recordings that are clearly offensive to common

Waite Park Police Department
Policy Manual

Portable Audio/Video Recorders

sensibilities should not be publicly released unless disclosure is required by law or order of the court (Minn. Stat. § 13.82, Subd. 7).

423.11 ACCOUNTABILITY

Any member who accesses or releases recordings without authorization may be subject to discipline (See the Standards of Conduct and the Protected Information policies) (Minn. Stat. § 626.8473).

Agenda Item No. 5

Issue: Ordinance #70 Alcoholic Beverages

BACKGROUND:

The MN Legislature has passed a law now allowing off-sale license holders to sell intoxicating liquor on Sundays. Because of this, we are required to amend Ordinance 70 – Alcoholic Beverages to remove the ban of Off-Sale Sunday Liquor sales. The hours the State enacted for Sunday sales is 11:00 a.m. to 6:00 p.m., but the City can be more restrictive on these hours if we choose. Another part of the amendment is that no delivery, order solicitation or merchandising to an off-sale licensee may be made by a wholesaler on a Sunday. Enclosed is a proposed Amendment to Ordinance 70, along with a Summary Publication and the MN Legislature’s statutory references.

REQUIRED ACTION:

To approve or deny Amendment to Ordinance #70 – Alcoholic Beverages and Summary Publication.

RECOMMENDED ACTION:

Staff’s recommendation is to approve the Amendment to Ordinance #70 – Alcoholic Beverages and Summary Publication.

SUGGESTED MOTIONS:

Councilmember _____ moved to approve or deny the Amendment to Ordinances 70 and Summary Publication as presented OR with the following revisions/corrections/additions: _____

Councilmember _____ seconded the motion.

ROLL CALL

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

Motion (Approved) (Denied)

**CITY OF WAITE PARK
ORDINANCE 2017 - _____
AMENDING ORDINANCE 70 OF THE CITY CODE
ALCOHOLIC BEVERAGES**

The City Council for the City of Waite Park, HEREBY ORDAINS that Ordinance 70 of the Waite Park City Code is hereby amended as follows:

1. That Section 70.2 Definitions of the Waite Park City Code is hereby amended by adding a new subdivision to read as follows:

Subd. 24. “Wholesaler” shall mean a person who sells alcoholic beverages to persons to whom sale is permitted under Minnesota Statute §340A.310, from a stock maintained in a warehouse in the state.

2. That Section 70.15 Hours of Operation, subdivision 1 Times of the Waite Park City Code is hereby amended by deleting and adding the following language (deleted language is denoted as strikethrough and added language is denoted as underlined):

Subd. 1. Times. No “On-Sale” of Intoxicating Liquor, 3.2 Percent Malt Liquor or Wine shall be made after 2:00 a.m. on Sunday nor until 8:00 a.m. on Monday, except as allowed by M.S.A. §340A.504, Subd. 3, nor between the hours of 2:00 a.m. and 8:00 a.m. on any weekday or Saturday. All sales after 1:00 a.m. are subject to additional permit requirements under Minn. Stat. 340A.504, Subd. 7. No “Off-Sale” shall be made before 8:00 a.m. or after 10:00 p.m. on ~~any day~~ Monday through Saturday. No “Off-Sale” shall be made anytime on Sundays, ~~unless otherwise allowed by state law~~ except between the hours of 11:00 a.m. and 6:00 p.m. No “Off-Sale” shall be made on Thanksgiving Day; or after 8:00 p.m. on December 24 or all day on December 25. By license, the City Clerk may, upon approval by the City Council, issue a permit for a liquor vendor to sell Intoxicating Liquor for consumption on the premises in conjunction with the sale of food between the hours of 8:00 a.m. on Sunday and 2:00 a.m. on Monday, provided that the licensee is in conformance with the Minnesota Clean Air Act. All other license holders in the City who have not applied and do not qualify for serving liquor in the establishment in conformance with the service of food shall maintain the hours of 12:00 p.m. Sunday to 1:00 a.m. Monday morning.

3. That Section 70.15 Hours of Operation, subdivision 2 Restriction is hereby amended by adding the following language (added language is denoted as underlined):

Subd. 2. Restriction. All persons, except the licensee, his or her bona fide employees, and law enforcement officers, shall be excluded from the premises within thirty (30) minutes after the expiration of the time on any day when Intoxicating Liquor, 3.2 Percent Malt Liquor or Wine may be legally sold on the premises. Each licensee shall be required to keep a current written list setting forth the names of current employees, including their names, addresses and social security numbers. This list shall be provided to members of the police department or other persons acting on behalf of the City upon demand. It shall be unlawful to permit the

consumption or displaying of Intoxicating Liquor, 3.2 Percent Malt Liquor or Wine later than thirty (30) minutes after the sale of such Intoxicating Liquor, 3.2 Percent Malt Liquor or Wine. It shall be conclusively presumed that any Intoxicating Liquor, 3.2 Percent Malt Liquor or Wine remaining on a bar, or in a booth, or on a table, shall be for the purpose of consuming the same in violation of this Section. No delivery of alcohol to an off-sale licensee may be made by a wholesaler or accepted by an off-sale licensee on a Sunday. No order solicitation or merchandising may be made by a wholesaler on a Sunday.

4. This amendment shall become effective from and after July 1, 2017, and upon publication, according to law.

PASSED AND ADOPTED by the City Council of the City of Waite Park, Minnesota, this ____ day of June, 2017.

CITY OF WAITE PARK

By _____
Richard E. Miller
Its Mayor

By _____
Shaunna Johnson
Its City Administrator

Subd. 24. Population. “Population” is determined by the most recent federal decennial census or a special census taken under law.

Subd. 24a. Proof gallon. A “proof gallon” is one liquid gallon of distilled spirits that is 50 percent alcohol at 60 degrees Fahrenheit.

Subd. 24b. Public facility. “Public facility” is a park, community center, or other accommodation or facility owned or managed by or on behalf of a subdivision of the state, including any county, city, town, township, or independent district of the state.

Subd. 25. Restaurant. “Restaurant” is an establishment, other than a hotel, under the control of a single proprietor or manager, where meals are regularly prepared on the premises and served at tables to the general public, and having a minimum seating capacity for guests as prescribed by the appropriate license issuing authority.

Subd. 26. Retail. “Retail” is sale for consumption.

Subd. 27. Table or sparkling wine. “Table or sparkling wine” is a beverage made without rectification or fortification and containing not more than 25 percent of alcohol by volume and made by the fermentation of grapes, grape juice, other fruits, or honey.

Subd. 27a. Theater. “Theater” means a building containing an auditorium in which live dramatic, musical, dance, or literary performances are regularly presented to holders of tickets for those performances.

Subd. 28. Wholesaler. “Wholesaler” is a person who sells alcoholic beverages to persons to whom sale is permitted under section 340A.310, from a stock maintained in a warehouse in the state.

Subd. 29. Wine. “Wine” is the product made from the normal alcoholic fermentation of grapes, including still wine, sparkling and carbonated wine, wine made from condensed grape must, wine made from other agricultural products than sound, ripe grapes, imitation wine, compounds sold as wine, vermouth, cider, perry and sake, in each instance containing not less than one-half of one percent nor more than 24 percent alcohol by volume for nonindustrial use. Wine does not include distilled spirits as defined in subdivision 9.

Subd. 30. Renumbered subd. 10a.

Credits

Laws 1985, c. 117, § 3; Laws 1985, c. 305, art. 3, § 1; Laws 1985, 1st Sp., c. 16, art. 2, § 3, subd. 1. Amended by Laws 1987, c. 152, art. 1, § 1; Laws 1987, c. 381, § 2; Laws 1988, c. 443, § 1; Laws 1990, c. 554, §§ 2, 3, eff. May 5, 1990; Laws 1991, c. 249, § 31; Laws 1992, c. 486, §§ 5, 6; Laws 1993, c. 350, §§ 4 to 6, eff. July 1, 1993; Laws 1994, c. 611, § 6; Laws 1995, c. 198, §§ 1 to 3, eff. May 23, 1995; Laws 2000, c. 440, § 2; Laws 2003, c. 126, § 1, eff. May 29, 2003; Laws 2006, c. 210, §§ 1, 2, eff. May 19, 2006; Laws 2009, c. 120, § 1, eff. Aug. 1, 2009; Laws 2011, c. 55, §§ 1, 2, eff. Aug. 1, 2011; Laws 2014, c. 240, §§ 3, 4, eff. July 1, 2014; Laws 2015, c. 9, art. 1, § 1, eff. May 2, 2015.

2017 Minnesota Session Laws

Key: (1) ~~language to be deleted~~ (2) new language

CHAPTER 6--H.F.No. 30

An act relating to liquor; permitting the off-sale of intoxicating liquor on Sundays; prohibiting certain deliveries on Sunday; amending Minnesota Statutes 2016, section 340A.504, subdivision 4.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2016, section 340A.504, subdivision 4, is amended to read:

Subd. 4. **Intoxicating liquor; off-sale.** (a) No sale of intoxicating liquor may be made by an off-sale licensee:

- (1) on Sundays, ~~except between the hours of 11:00 a.m. and 6:00 p.m.;~~
- (2) before 8:00 a.m. or after 10:00 p.m. on Monday through Saturday;
- (3) on Thanksgiving Day;
- (4) on Christmas Day, December 25; or
- (5) after 8:00 p.m. on Christmas Eve, December 24.

(b) ~~No delivery of alcohol to an off-sale licensee may be made by a wholesaler or accepted by an off-sale licensee on a Sunday. No order solicitation or merchandising may be made by a wholesaler on a Sunday.~~

EFFECTIVE DATE. This section is effective July 1, 2017.

Presented to the governor March 3, 2017

Signed by the governor March 7, 2017, 2:31 p.m.

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Agenda Item No. 6

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

Councilmember _____ moved to approve bills as presented.

Councilmember _____ seconded the motion.

ROLL CALL

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

Motion (Approved) (Denied)

ACS FINANCIAL SYSTEM
05/11/2017 08:38:15

Schedule of Bills

CITY OF WAITE PARK
GL050S-V08.05 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 0517D1 COMMENT... 051017 MISC DISBURSEMENT

DATA-JE-ID DATA COMMENT

D-05102017-944 051017 MISC DISBURSEMENT

Run Instructions:

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

ACS FINANCIAL SYSTEM
05/11/2017 08:38:15

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
TENCZA/BRIAN *FY* AMMO/CONV KITS	2,353.39	EQUIPMENT	101.4110.5300		12680	000652 P	944 00001

ACS FINANCIAL SYSTEM
05/11/2017 08:38:15

Schedule of Bills

CITY OF WAITE PARK
GL540R-V08.05 PAGE 2

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		2,353.39						

RECORDS PRINTED - 000001

ACS FINANCIAL SYSTEM
05/11/2017 08:38:16

Schedule of Bills

CITY OF WAITE PARK
GL060S-V08.05 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	2,353.39
TOTAL ALL FUNDS		2,353.39

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	2,353.39
TOTAL ALL BANKS		2,353.39

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

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

ACS FINANCIAL SYSTEM
05/11/2017 08:38:37

Schedule of Bills

CITY OF WAITE PARK
GL050S-V08.05 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 0517D2 COMMENT... 051117 MISC DISBURSEMENT

DATA-JE-ID DATA COMMENT

D-05112017-943 051117 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 SEASONALS	315.00	OPERATING SUPPLIES	101.4212.2100		0420179427S	028559	P	943	00001
BACKGROUND CK-GAMB/ETC	143.00	OPERATING SUPPLIES	101.4051.2100		0420179427S	028559	P	943	00244
	458.00	*VENDOR TOTAL							
ALBIN ACQUISITION CORPOR CR CHECK-MASSAGE/TOB/ETC	130.00	OPERATING SUPPLIES	101.4051.2100		0420179460A	028560	P	943	00002
AUTO VALUE PARTS STORES FUSE HOLDERS (5)-SHOP	19.95	REPAIR & MAINTENANCE SUP	101.4212.2200		7424275	028119	P	943	00003
CARD SERVICES 042617 SNACKS DE-ESCL TR	14.98	TRAINING/TRAVEL/HOTEL	101.4110.3200		M71217524	000635	P	943	00004
CENTRAL MCGOWAN INC OXYGEN REFILL (4)	59.40	REPAIR & MAINTENANCE	101.4110.3700		00114424	000640	P	943	00005
CENTRAL SERVICE INC TIRE REP (1) #201	12.72	REPAIR & MAINTENANCE	101.4110.3700		15135	000655	P	943	00006
CENTURYLINK 0517 PHONE-COMM PARK	32.94	COMMUNICATIONS	101.4552.3100		050117			943	00007
CHADER BUSINESS EQUIPMEN HEADSET-KS	45.00	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN14914	000639	P	943	00008
COLD SPRING BAKERY 050317 SNACKS-SFTY MTG	39.00	REPAIR & MAINTENANCE SUP	101.4094.2200		6822	028579	P	943	00009
CONDUENT INCORPORATED FIREHOUSE SFTWR (1YR)	2,490.00	SERVICE CONTRACT	101.4120.4015		1365814	028277	P	943	00010
CUSTOM ACCENTS INC SOCCER TEES (201)	1,058.25	COMMUNITY POLICING	815.4110.2140		71025	000643	P	943	00012
UNIFORM SHIRTS (3)-MS	135.00	UNIFORMS	101.4110.2120		71067	000653	P	943	00011
	1,193.25	*VENDOR TOTAL							
CUSTOMIZED FIRE RESCUE T 0428-042917 FIRE PUMP TR	500.00	TRAINING/TRAVEL/HOTEL	101.4120.3200		1008	028281	P	943	00013
DARREL NEMETH INC 0417 ELECTRIC INSPECTION	1,728.90	FEES PAID TO ELECTRICAL	101.4140.4080		033017			943	00014
DE LAGE LANDEN FINANCIAL 0415-051417 PD COPIER	99.23	SERVICE CONTRACT	101.4110.4015		54314669	000638	P	943	00015
DELTA DENTAL OF MN 0617 DENTAL PREM BB	69.24	HOSPITALIZATION INSURANC	101.4140.1500		050817	028565	P	943	00016
0617 DENTAL PREM RS	33.84	HOSPITALIZATION INSURANC	101.4212.1500		050817	028565	P	943	00017
	103.08	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
EL-JAY MECHANICAL, INC VALVE REPL-WTP	593.75	REPAIR & MAINTENANCE	703.4822.3700		M7326-1	028407	P	943	00018
ELLIOTT AUTO SUPPLY CO I HI-TEMP GREASE (20)-SHOP	74.40	REPAIR & MAINT SUPPLIES-	101.4212.2210		124-046622	028122	P	943	00019
EMERGENCY RESPONSE SOLUT GAS METER	229.98	REPAIR & MAINTENANCE SUP	101.4120.2200		8403	028279	P	943	00020
GAS METER CALIBRATIONS	150.00	REPAIR & MAINTENANCE	101.4120.3700		8403	028279	P	943	00245
NOZZLE	11.88	REPAIR & MAINTENANCE SUP	101.4120.2200		8579	028280	P	943	00021
NOZZLE REPAIR	47.50	REPAIR & MAINTENANCE	101.4120.3700		8579	028280	P	943	00246
NOZZLE REBUILD	261.96	REPAIR & MAINTENANCE	101.4120.3700		8608	028278	P	943	00022
	701.32	*VENDOR TOTAL							
FASTENAL CO CABLE TIES-BABE RUTH NET	20.36	REPAIR & MAINTENANCE SUP	101.4552.2200		MNST196388	028096	P	943	00023
EXT SPRINGS (4) #501	24.16	REPAIR & MAINTENANCE SUP	101.4552.2200		MNST196729	027809	P	943	00024
	44.52	*VENDOR TOTAL							
FERGUSON ENTERPRISES, IN LOCATOR REPAIR-WTP	231.51	REPAIR & MAINTENANCE SUP	703.4824.2200		0233464	028385	P	943	00025
FLAHERTY HOOD PA 0417 BONDING SERVICE	187.50	LEGAL SERVICES	101.4060.3005		10054			943	00026
FLEET ONE LLC 0417 FUEL PW	909.93	GAS & OIL PURCHASES	101.4212.2110		4473390066			943	00027
0417 FUEL WTR	57.25	GAS & OIL PURCHASES	703.4825.2110		4473390066			943	00028
	967.18	*VENDOR TOTAL							
G&K SERVICES 0417 UNIFORMS PW	88.81	UNIFORMS	101.4212.2120		043017			943	00029
0417 UNIFORMS WTR	18.89	UNIFORMS	703.4825.2120		043017			943	00030
0417 UNIFORMS SWR	124.66	UNIFORMS	709.4843.2120		043017			943	00031
0417 TOWELS PW	7.00	RUGS/TOWELS	101.4212.4012		043017			943	00032
040617 RUGS CH	8.16	RUGS/TOWELS	101.4094.4012		1043739614			943	00037
040617 RUGS FD	12.72	RUGS/TOWELS	101.4120.4012		1043739614			943	00038
040617 RUGS CL	6.72	RUGS/TOWELS	101.4051.4012		1043739614			943	00039
040617 RUGS PD	15.60	RUGS/TOWELS	101.4110.4012		1043739614			943	00040
040617 RUGS PARKS	4.32	RUGS/TOWELS	101.4552.4012		1043739615			943	00041
040617 RUGS WTR	6.20	RUGS/TOWELS	703.4825.4012		1043739631			943	00042
040617 RUGS SWR	6.20	RUGS/TOWELS	709.4843.4012		1043739631			943	00043
040617 RUGS PW	8.40	RUGS/TOWELS	101.4212.4012		1043739635			943	00033
040617 RUGS LIBRARY	7.92	RUGS/TOWELS	101.4095.4012		1043739636			943	00035
042017 RUGS PW	8.40	RUGS/TOWELS	101.4212.4012		1043751050			943	00034
042017 RUGS LIBRARY	7.92	RUGS/TOWELS	101.4095.4012		1043751051			943	00036
	331.92	*VENDOR TOTAL							
GOLD CROSS AMBULANCE 1ST RESP RECERT-ALL PD	2,114.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		2017	000656	P	943	00044

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
GOPHER STATE ONE CALL IN	0417 LOCATES WTR	80.75	EXPENSES OF GOPHER STATE	703.4825.5000		7040781			943	00045
	0417 LOCATES SWR	80.75	EXPENSES OF GOPHER STATE	709.4843.5000		7040781			943	00046
		161.50	*VENDOR TOTAL							
GRANITE ELECTRONICS	HEADSET REP #TWR 3	237.50	REPAIR & MAINTENANCE	101.4120.3700		153003880-1	028282	P	943	00047
GRANITE WATER WORKS INC	TILE PROBE 4'-WTP	49.50	REPAIR & MAINTENANCE SUP	703.4824.2200		98930	028405	P	943	00048
HAWKINS INC	AZONE/FLUORIDE-WTP	2,392.25	REPAIR & MAINTENANCE SUP	703.4822.2200		4067675	028414	P	943	00049
IDVILLE	CLEAN KIT/ETC-ID PRINTER	23.24	OFFICE SUPPLIES/POSTAGE	101.4051.2000		3205752	000658	P	943	00050
	CLEAN KIT/ETC-ID PRINTER	23.23	OFFICE SUPPLIES/POSTAGE	101.4110.2000		3205752	000658	P	943	00051
	CLEAN KIT/ETC-ID PRINTER	23.23	OFFICE SUPPLIES/POSTAGE	101.4212.2000		3205752	000658	P	943	00052
	CLEAN KIT/ETC-ID PRINTER	23.23	OFFICE SUPPLIES/POSTAGE	101.4120.2000		3205752	000658	P	943	00053
		92.93	*VENDOR TOTAL							
INNOVATIVE OFFICE SOLUTI	PAPER/USB DRIVES/ETC	6.45	OFFICE SUPPLIES/POSTAGE	101.4140.2000		SO-1609457	028571	P	943	00054
	PAPER/USB DRIVES/ETC	56.12	OFFICE SUPPLIES/POSTAGE	101.4051.2000		SO-1609457	028571	P	943	00055
	PAPER/USB DRIVES/ETC	54.46	OFFICE SUPPLIES/POSTAGE	703.4825.2000		SO-1609457	028571	P	943	00056
	PAPER/USB DRIVES/ETC	54.46	OFFICE SUPPLIES/POSTAGE	709.4843.2000		SO-1609457	028571	P	943	00057
		171.49	*VENDOR TOTAL							
INTEGRA TELECOM	0423-052217 PHONES MAYOR	22.00	COMMUNICATIONS	101.4021.3100		14608020			943	00058
	0423-052217 PHONES/LD CL	115.59	COMMUNICATIONS	101.4051.3100		14608020			943	00059
	0423-052217 PHONES CH	29.34	COMMUNICATIONS	101.4094.3100		14608020			943	00060
	0423-052217 PHONES/LD PD	199.48	COMMUNICATIONS	101.4110.3100		14608020			943	00061
	0423-052217 PHONES/LD FD	22.85	COMMUNICATIONS	101.4120.3100		14608020			943	00062
	0423-052217 PHONES/LD BI	112.53	COMMUNICATIONS	101.4140.3100		14608020			943	00063
	0423-052217 PHONES/LD PW	113.45	COMMUNICATIONS	101.4212.3100		14608020			943	00064
	0423-052217 PHONES WTR	73.34	COMMUNICATIONS	703.4825.3100		14608020			943	00065
	0423-052217 PHONES SWR	73.34	COMMUNICATIONS	709.4843.3100		14608020			943	00066
	0423-052217 PHONES PD	43.03	COMMUNICATIONS	101.4110.3100		14608020			943	00067
	0423-052217 PHONES LIB	43.03	COMMUNICATIONS	101.4095.3100		14608020			943	00068
	0423-052217 PHONES WTR	129.10	COMMUNICATIONS	703.4825.3100		14608020			943	00069
	0423-052217 PHONES SWR	129.10	COMMUNICATIONS	709.4843.3100		14608020			943	00070
	0423-052217 PHONES PW	43.03	COMMUNICATIONS	101.4212.3100		14608020			943	00071
	0423-052217 PHONES PD	20.97	COMMUNICATIONS	101.4110.3100		14608020			943	00072
	0423-052217 PHONES CH	20.98	COMMUNICATIONS	101.4094.3100		14608020			943	00073
	0423-052217 PHONES CH	41.95	COMMUNICATIONS	101.4094.3100		14608020			943	00074
		1,233.11	*VENDOR TOTAL							
KAMTEK INDUSTRIAL SERVIC	HOIST/CRANE INSP-WTP	555.50	REPAIR & MAINTENANCE	101.4094.3700		7947	028413	P	943	00075

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
KLINEFELTER'S ENF & EMER	BATON HOLDER-DW	29.59	UNIFORMS	101.4110.2120		334221	000647	P	943	00078
	BOOTS-DB	103.99	UNIFORMS	101.4110.2120		341453	000646	P	943	00079
	DUTY BELT/BOOTS-BN	145.98	UNIFORMS	101.4110.2120		341823	000649	P	943	00076
	LEG HOLSTER/ETC-JB	366.95	UNIFORMS	101.4110.2120		343879	000648	P	943	00077
		646.51	*VENDOR TOTAL							
KUE CONTRACTORS INC	PYT #8-PW FACILITY	968,944.43	CONSTRUCTION COSTS	443.4214.6300		8			943	00080
LANGUAGE LINE SERVICES	0417 INTERPRET-SOM/SPAN	278.88	PROF SERVICES - INTERPRE	101.4110.3031		4068338	000663	P	943	00081
LENNYS CROSSROADS AUTO,	TIRE REP #205	16.20	REPAIR & MAINTENANCE	101.4110.3700		21273	000645	P	943	00082
LEXISNEXIS RISK DATA MAN	0417 MIN COMMIT BALANCE	53.25	INVESTIGATIVE SUPPLIES	101.4110.2150		1032000-201704	000654	P	943	00083
LLRP LLC	RANDOM DRUG TESTS	140.00	PROFESSIONAL SERV PHYSIC	101.4212.3011		3075	028563	P	943	00151
MACQUEEN EQUIPMENT INC	BALL VALVES (3) #601	289.60	REPAIR & MAINTENANCE SUP	709.4841.2200		P05889/05925	028107	P	943	00085
	PINS (2) #680	360.53	REPAIR & MAINTENANCE SUP	715.4224.2200		P06029	028115	P	943	00084
		650.13	*VENDOR TOTAL							
MARCO INC	0517 CL COPIER LEASE CL	233.79	SERVICE CONTRACT	101.4051.4015		20552156			943	00097
	0517 CL COPIER LEASE BI	77.93	SERVICE CONTRACT	101.4140.4015		20552156			943	00098
	0517 CL COPIER LEASE WTR	38.97	SERVICE CONTRACT	703.4825.4015		20552156			943	00099
	0517 CL COPIER LEASE SWR	38.96	SERVICE CONTRACT	709.4843.4015		20552156			943	00100
	0517 PHONE LEASE PD	583.38	COMMUNICATIONS	101.4110.3100		20579670			943	00086
	0517 PHONE LEASE CL	183.81	COMMUNICATIONS	101.4051.3100		20579670			943	00087
	0517 PHONE LEASE BI	75.43	COMMUNICATIONS	101.4140.3100		20579670			943	00088
	0517 PHONE LEASE CH	193.66	COMMUNICATIONS	101.4094.3100		20579670			943	00089
	0517 PHONE LEASE MAYOR	23.65	COMMUNICATIONS	101.4021.3100		20579670			943	00090
	0517 PHONE LEASE EOC	164.34	COMMUNICATIONS	101.4191.3100		20579670			943	00091
	0517 PHONE LEASE PLAN	23.65	COMMUNICATIONS	101.4091.3100		20579670			943	00092
	0517 PHONE LEASE FD	65.56	COMMUNICATIONS	101.4120.3100		20579670			943	00093
	0517 PHONE LEASE PW	89.21	COMMUNICATIONS	101.4212.3100		20579670			943	00094
	0517 PHONE LEASE WTR	28.13	COMMUNICATIONS	703.4825.3100		20579670			943	00095
	0517 PHONE LEASE SWR	47.30	COMMUNICATIONS	709.4843.3100		20579670			943	00096
		1,867.77	*VENDOR TOTAL							
MCDOWALL COMFORT MANAGEM	HVAC IMP-CH/ADMIN	15,227.00	REPAIR & MAINTENANCE	101.4094.3700		234540			943	00101
MENARDS	KNEELER PADS (2)-SHOP	13.98	REPAIR & MAINTENANCE SUP	101.4212.2200		48408	028103	P	943	00102

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MENARDS									
SFTY GLASSES/GLOVES/ETC	198.47	REPAIR & MAINTENANCE SUP	101.4212.2200		49374	027812	P	943	00104
SPRAY CHALK/PVC/ETC-PD	46.90	COMMUNITY POLICING	101.4110.2140		49720	000660	P	943	00103
	259.35	*VENDOR TOTAL							
MILLER/RICHARD E 0429-043017 MILES MYR CF	75.98	TRAINING/TRAVEL/HOTEL	101.4021.3200		050217			943	00105
MN COPY SYSTEMS									
0412-051117 PW COPIER	40.52	SERVICE CONTRACT	101.4212.4015		215394			943	00106
0412-051117 PW COPIER	25.33	SERVICE CONTRACT	703.4825.4015		215394			943	00107
0412-051117 PW COPIER	25.33	SERVICE CONTRACT	709.4843.4015		215394			943	00108
0412-051117 PW COPIER	10.13	SERVICE CONTRACTS	715.4224.4015		215394			943	00109
0412-051117 PD COPIER	87.77	PRINTING & BINDING	101.4110.3400		215489			943	00110
	189.08	*VENDOR TOTAL							
MN PIPE AND EQUIPMENT O-RINGS 2.5/4.5" (12EA)	131.10	REPAIR & MAINTENANCE SUP	703.4824.2200		0376354	028412	P	943	00111
MN POLLUTION CONTROL AGE									
0327-032917 REG MPCA-JB	345.00	TRAINING/TRAVEL/HOTEL	709.4843.3200		9900045942	020048	P	943	00112
0327-032917 REG MPCA-JZ	345.00	TRAINING/TRAVEL/HOTEL	709.4843.3200		9900045942	020048	P	943	00113
	690.00	*VENDOR TOTAL							
MN POST BOARD POST LIC RENEW-TJ/KL/ABE	270.00	DUES & SUBSCRIPTIONS	101.4110.4010		050217	000651	P	943	00114
MN VALLEY TESTING LABORA									
042617 WAST WTR TESTS	205.40	SEWER TESTING	709.4843.4844		860733			943	00115
042617 WASTE WTR TESTS	81.00	SEWER TESTING	709.4843.4844		860872			943	00116
	286.40	*VENDOR TOTAL							
MULTI MEDIA HOLDINGS COR									
040117 PB HR LOG HOUSE	80.43	ADVERTISEMENTS	101.4031.3300		0004735676			943	00127
040717 ORD 94 AMENDMENT	98.33	ADVERTISEMENTS	101.4051.3300		0004735676			943	00128
040717 ORD 52.28-30 AMEN	137.71	ADVERTISEMENTS	101.4051.3300		0004735676			943	00129
040717 ORD 53 AMENDMENT	118.02	ADVERTISEMENTS	101.4051.3300		0004735676			943	00130
040717 ORD 52.33	105.49	ADVERTISEMENTS	101.4051.3300		0004735676			943	00131
	539.98	*VENDOR TOTAL							
NATIONAL JOINT POWERS AL 041117 REG OFFICER LD-BN	20.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		0000024782	000657	P	943	00117
NNA SERVICES LLC									
ERRORS/OMMISSIONS INS-JW	68.00	MISC - DUES	101.4051.4010		A61261	028372	P	943	00118
0617-0618 MEMBERSHIP-JW	69.00	MISC - DUES	101.4051.4010		A61483	028373	P	943	00119
	137.00	*VENDOR TOTAL							
OERTEL ARCHITECTS ARCHT SVC PYT #9-AMP PH2	5,000.00	CONSULTANTS - ENGINEERIN	101.4211.3010		9			943	00120

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
PERMITWORKS										
	0317 ACCESS/SUPPORT-BI	252.92	OTHER CONTRACTUAL SERVIC	101.4140.4070		2017-0069			943	00121
	0417 ACCESS/SUPPORT-BI	252.92	OTHER CONTRACTUAL SERVIC	101.4140.4070		2017-0073			943	00122
		505.84	*VENDOR TOTAL							
POWERHOUSE OUTDOOR EQUIP										
	MOWER - BABE RUTH	11,993.99	CAPITAL EXPENDITURES	101.4212.5400		410505	028087	P	943	00242
	OIL MIX/ETC-CH MOWER	70.88	REPAIR & MAINTENANCE SUP	101.4094.2200		412223	027811	P	943	00124
	MOWER WITH TRADE IN-CH	124.00	REPAIR & MAINTENANCE SUP	101.4094.2200		412876	027813	P	943	00123
		12,188.87	*VENDOR TOTAL							
SAM'S CLUB/SYNCHRONY BAN										
	042617 SNACKS DE-ESCALAT	24.46	TRAINING/TRAVEL/HOTEL	101.4110.3200		042517			943	00125
SPECTRUM SUPPLY										
	MULTI FOLD TOWELS/ETC-CH	86.47	REPAIR & MAINTENANCE SUP	101.4094.2200		77124	028577	P	943	00126
ST CLOUD ACQUISITION COM										
	FIRE EXTINGUISHER SVC-WT	101.00	REPAIR & MAINTENANCE	703.4825.3700		1184153	028544	P	943	00139
	FIRE EXTINGUISHER SVC-LB	9.00	REPAIR & MAINTENANCE	101.4095.3700		1184154	028573	P	943	00142
	FIRE EXTINGUISHER SVC-PK	81.00	REPAIR & MAINTENANCE	101.4552.3700		1184156	028576	P	943	00141
	FIRE EXTINGUISHER SVC-PD	54.00	REPAIR & MAINTENANCE	101.4110.3700		1184157	028572	P	943	00138
	FIRE EXTINGUISHER SVC-CH	60.50	REPAIR & MAINTENANCE	101.4094.3700		1184158	028574	P	943	00137
	FIRE EXTINGUISHER SVC-FD	175.75	REPAIR & MAINTENANCE	101.4120.3700		1184161	028575	P	943	00143
	FIRE EXTINGUISHER SVC-PW	259.00	REPAIR & MAINTENANCE	101.4212.3700		1184163	028545	P	943	00140
		740.25	*VENDOR TOTAL							
ST CLOUD MEDICAL GROUP P										
	PRE-EMPLOY PHYS-BL/BD	1,092.00	PROFESSIONAL SERV PHYSIC	101.4120.3011		050117	028564	P	943	00132
	PRE-EMPLOY TESTS-SEASON	275.00	PROFESSIONAL SERV PHYSIC	101.4212.3011		050117	028564	P	943	00133
		1,367.00	*VENDOR TOTAL							
STEARNS COUNTY AUDITOR T										
	TITLE TRANS 00 FORD TAUR	21.75	MISC - TITLE FEES	816.4110.4010		16608617	000664	P	943	00134
STEARNS COUNTY RECORDER										
	RECORD CERT OF COMPLIANC	46.00	CTY FEES/REAL ESTATE TAX	101.4011.4020		050217			943	00135
STEARNS ELECTRIC ASSN										
	0417 ST LIGHT CR 6	15.95	PUBLIC UTILITY SERVICES	101.4217.3600		050317			943	00136
TENTER/LISA										
	032117 BOARD/EUTH/ETC	143.00	OTHER CONTRACTUAL SERVIC	101.4196.4070		032117	028558	P	943	00144
TRM3										
	050217 MEAL W SESSION PD	14.23	TRAINING/TRAVEL/HOTEL	101.4110.3200		050217	028561	P	943	00145
	050217 MEAL W SESSION PL	14.23	TRAINING/TRAVEL/HOTEL	101.4091.3200		050217	028561	P	943	00146
	050217 MEAL W SESSION CL	71.12	TRAINING/TRAVEL/HOTEL	101.4051.3200		050217	028561	P	943	00147
	050217 MEAL W SESSION CC	42.69	TRAINING/TRAVEL/HOTEL	101.4011.3200		050217	028561	P	943	00148
	050217 MEAL W SESSION MA	14.23	TRAINING/TRAVEL/HOTEL	101.4021.3200		050217	028561	P	943	00149
	050217 MEAL W SESSION PW	14.23	TRAINING/TRAVEL/HOTEL	101.4212.3200		050217	028561	P	943	00150

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
TRM3	170.73	*VENDOR TOTAL							
VEENSTRA/BRADLEY THOMAS									
050317 SAFETY TR VIDEO	112.50	SAFETY	101.4212.2300		42508			943	00152
050317 SAFETY TR VIDEO	56.25	SAFETY	703.4825.2300		42508			943	00153
050317 SAFETY TR VIDEO	56.25	SAFETY	709.4843.2300		42508			943	00154
	225.00	*VENDOR TOTAL							
VERIZON WIRELESS SERVICE									
0323-042217 CELLS PD	550.33	COMMUNICATIONS	101.4110.3100		9784441591			943	00155
0323-042217 CELLS FD	16.83	COMMUNICATIONS	101.4120.3100		9784441591			943	00156
0323-042217 CELLS PL	60.71	COMMUNICATIONS	101.4091.3100		9784441591			943	00157
0323-042217 CELLS CL	60.71	COMMUNICATIONS	101.4051.3100		9784441591			943	00158
0323-042217 CELLS PW	115.21	COMMUNICATIONS	101.4212.3100		9784441591			943	00159
0323-042217 CELLS WTR	57.61	COMMUNICATIONS	703.4825.3100		9784441591			943	00160
0323-042217 CELLS SWR	57.60	COMMUNICATIONS	709.4843.3100		9784441591			943	00161
0323-042217 BBAND PW	35.01	COMMUNICATIONS	101.4212.3100		9784443347			943	00162
0323-042217 BBAND WTR	17.51	COMMUNICATIONS	703.4825.3100		9784443347			943	00163
0323-042217 BBAND SWR	17.50	COMMUNICATIONS	709.4843.3100		9784443347			943	00164
	989.02	*VENDOR TOTAL							
VIRNIG/KARLA									
041817 PARKING-LOSS CONT	5.00	TRAINING/TRAVEL/HOTEL	101.4051.3200		041917			943	00167
0317 MISC MILEAGE	15.41	TRAINING/TRAVEL/HOTEL	101.4051.3200		050217			943	00165
0417 MISC MILEAGE	23.06	TRAINING/TRAVEL/HOTEL	101.4051.3200		050217			943	00166
	43.47	*VENDOR TOTAL							
VISA									
041117 MEAL FURNITURE WS	15.29	TRAINING/TRAVEL/HOTEL	101.4212.3200		0430117			943	00173
CABLE TIES	11.89	REPAIR & MAINTENANCE SUP	101.4120.2200		043017	028275	P	943	00168
0417 BEACON FEE	1.00	MISC - DUES	101.4211.4010		043017			943	00169
BINDER TABS (12)	38.53	OFFICE SUPPLIES/POSTAGE	101.4212.2000		043017	020044	P	943	00170
041117 MEAL FURNITURE SJ	14.01	TRAINING/TRAVEL/HOTEL	101.4051.3200		043017			943	00171
041117 MEAL FURNITURE DW	20.32	TRAINING/TRAVEL/HOTEL	101.4212.3200		043017			943	00172
041117 PARKING-FURNITURE	8.00	TRAINING/TRAVEL/HOTEL	101.4212.3200		043017			943	00174
INK PENS	13.46	OFFICE SUPPLIES/POSTAGE	101.4212.2000		043017	028100	P	943	00175
LAWN SPREADER PW	199.95	REPAIR & MAINTENANCE SUP	101.4212.2200		043017	028541	P	943	00176
SLOW VEHICLE SIGNS (5)	39.45	REPAIR & MAINTENANCE SUP	101.4212.2200		043017	028118	P	943	00177
042817 FUEL #410	56.23	GAS & OIL PURCHASES	101.4212.2110		043017	020047	P	943	00178
SPEC BATTERIES-TURB FLAR	135.72	REPAIR & MAINTENANCE	101.4110.3700		043017	000608	P	943	00179
EXPRESS SCRIBE SOFTWARE	43.48	OFFICE SUPPLIES/POSTAGE	101.4110.2000		043017	000641	P	943	00180
041117 SNACKS EMS MTG	48.75	TRAINING/TRAVEL/HOTEL	101.4191.3200		043017	000642	P	943	00181
PHOTO PRINTS (2)-PARKER	3.21	CANINE EXPENSES	101.4110.4011		043017	000630	P	943	00182
042017 BAGELS-CHIEF MTG	31.41	TRAINING/TRAVEL/HOTEL	101.4110.3200		043017	000628	P	943	00183
K9 APPREC CERT/FRAME (3)	301.35	CANINE EXPENSES	101.4110.4011		043017	000629	P	943	00184
060117 REG MDH TR-JT	27.37	TRAINING/TRAVEL/HOTEL	101.4110.3200		043017			943	00185
0423-042617 REG 17 EX-TJ	585.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		043017			943	00186
CANDY-SCSU CAREER DAY	21.69	COMMUNITY POLICING	101.4110.2140		043017	000634	P	943	00187
033017 MEAL ADMIN MTG-SJ	16.38	TRAINING/TRAVEL/HOTEL	101.4051.3200		043017			943	00188
0317 SEASONAL HIRING AD	58.06	ADVERTISEMENTS	101.4212.3300		043017			943	00189

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
VISA	SHIPPING BOX-CLICKSHARE	9.85	OFFICE SUPPLIES/POSTAGE	101.4051.2000		043017	010062	P	943	00190
	0317-041617 MS ONLINE CL	231.00	SERVICE CONTRACT	101.4051.4015		043017			943	00191
	0317-041617 MS ONLINE FD	99.00	SERVICE CONTRACT	101.4120.4015		043017			943	00192
	0317-041617 MS ONLINE BI	66.00	SERVICE CONTRACT	101.4140.4015		043017			943	00193
	0317-041617 MS ONLINE PW	165.00	SERVICE CONTRACT	101.4212.4015		043017			943	00194
	0317-041617 MS ONLINE WT	99.00	SERVICE CONTRACT	703.4825.4015		043017			943	00195
	TYPEWRITER/RIBBONS	105.69	OFFICE SUPPLIES/POSTAGE	101.4051.2000		043017	010064	P	943	00196
	TYPEWRITER/RIBBONS	102.58	OFFICE SUPPLIES/POSTAGE	703.4825.2000		043017	010064	P	943	00197
	TYPEWRITER/RIBBONS	102.58	OFFICE SUPPLIES/POSTAGE	709.4843.2000		043017	010064	P	943	00198
	TYPEWRITER RIBBON RETURN	3.73CR	OFFICE SUPPLIES/POSTAGE	101.4051.2000		043017	010064	P	943	00199
	TYPEWRITER RIBBON RETURN	3.62CR	OFFICE SUPPLIES/POSTAGE	703.4825.2000		043017	010064	P	943	00200
	TYPEWRITER RIBBON RETURN	3.63CR	OFFICE SUPPLIES/POSTAGE	709.4843.2000		043017	010064	P	943	00201
	0421-052017 ADOBE SUB SJ	75.15	OTHER CONTRACTUAL SERVIC	101.4051.4070		043017			943	00202
	0421-052017 ADOBE SUB MW	75.15	OTHER CONTRACTUAL SERVIC	101.4051.4070		043017			943	00203
	0422-042118 SURV MONKEY	300.00	OTHER CONTRACTUAL SERVIC	101.4051.4070		043017			943	00204
	042117 MEAL SEH MTG WS	11.48	TRAINING/TRAVEL/HOTEL	101.4212.3200		043017			943	00205
	042117 MEAL SEH MTG SJ	14.78	TRAINING/TRAVEL/HOTEL	101.4051.3200		043017			943	00206
	042117 MEAL SEH MTG RM	13.99	TRAINING/TRAVEL/HOTEL	101.4021.3200		043017			943	00207
	SHIPPING-METER READER	12.54	SERVICE CONTRACT	703.4825.4015		043017	010067	P	943	00208
	SHIPPING-METER READER	12.54	SERVICE CONTRACT	709.4843.4015		043017	010067	P	943	00209
	PC SOFTWARE	198.21	REPAIR & MAINTENANCE	101.4051.3700		043017			943	00210
	BOTTLED WATER (12 CASES)	41.88	OPERATING SUPPLIES	101.4120.2100		043017			943	00243
		3,415.99	*VENDOR TOTAL							
WALKER/TENNESSEE JAZZ	042817 PROF SERVICES	20.00	INVESTIGATIVE SUPPLIES	101.4110.2150		042817	000637	P	943	00211
WEST CENTRAL SANITATION	0417 REFUSE 1516 PICKUPS	25,553.62	OTHER CONTRACTUAL SERVIC	101.4223.4070		043017			943	00213
	0417 4 COMPOST DUMPSTERS	400.00	OTHER CONTRACTUAL SERVIC	101.4223.4070		10890251			943	00212
		25,953.62	*VENDOR TOTAL							
XCEL ENERGY	0323-042317 GILITZER	35.53	PUBLIC UTILITY SERVICES	101.4094.3600		543641948			943	00218
	0323-042317 GR OAK DR	49.57	PUBLIC UTILITY SERVICES	101.4217.3600		543754828			943	00216
	0323-042317 NEW WTP	7,034.81	PUBLIC UTILITY SERVICES	703.4822.3600		543918131			943	00219
	0327-042517 860 17 AV S	31.93	PUBLIC UTILITY SERVICES	101.4217.3600		544162114			943	00217
	0404-050317 ST LIGHTS	6,975.27	PUBLIC UTILITY SERVICES	101.4217.3600		545184799			943	00215
	0322-042217 PW FACILITY	3,860.40	PUBLIC UTILITY SERVICES	101.4212.3600		545287169			943	00214
	0322-042017 WTR TOWERS	407.31	PUBLIC UTILITY SERVICES	703.4824.3600		545378383			943	00220
	0323-042317 LIFT STATION	332.44	PUBLIC UTILITY SERVICES	709.4841.3600		545378383			943	00221
	0325-042217 PARKS	565.71	PUBLIC UTILITY SERVICES	101.4552.3600		545378383			943	00222
	0323-042317 RIVERS EDGE	11.75	PUBLIC UTILITY SERVICES	101.4552.3600		545378383			943	00223
	0323-042317 BARTZ PARK	11.86	PUBLIC UTILITY SERVICES	101.4552.3600		545378383			943	00224
	0323-042317 CITY GARAGES	972.31	PUBLIC UTILITY SERVICES	101.4212.3600		545378383			943	00225
	0323-042317 WELLHOUSES	147.44	PUBLIC UTILITY SERVICES	703.4822.3600		545378383			943	00226
	0323-042317 OLD WTP	99.69	PUBLIC UTILITY SERVICES	703.4822.3600		545378383			943	00227
	0322-042017 TRAFF SIGNAL	532.00	PUBLIC UTILITY SERVICES	101.4216.3600		545378383			943	00228
	0325-042217 CITY HALL	551.95	PUBLIC UTILITY SERVICES	101.4094.3600		545378383			943	00229
	0325-042217 CITY HALL	71.22	PUBLIC UTILITY SERVICES	101.4051.3600		545378383			943	00230

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
XCEL ENERGY										
	0325-042217 CITY HALL	338.29	PUBLIC UTILITY SERVICES	101.4120.3600		545378383			943	00231
	0325-042217 CITY HALL	765.61	PUBLIC UTILITY SERVICES	101.4110.3600		545378383			943	00232
	0325-042217 CITY HALL	17.80	PUBLIC UTILITY SERVICES	101.4140.3600		545378383			943	00233
	0325-042217 CITY HALL	17.80	PUBLIC UTILITY SERVICES	703.4825.3600		545378383			943	00234
	0325-042217 CITY HALL	17.81	PUBLIC UTILITY SERVICES	709.4843.3600		545378383			943	00235
	0323-042317 LIBRARY	343.20	PUBLIC UTILITY SERVICES	101.4095.3600		545378383			943	00236
	0323-042317 ST LIGHTS	715.23	PUBLIC UTILITY SERVICES	101.4217.3600		545378383			943	00237
	0330-042917 810 3 ST N	8.74	PUBLIC UTILITY SERVICES	101.4217.3600		545378383			943	00238
	0325-042217 SPLASH PAD	268.59	PUBLIC UTILITY SERVICES	101.4554.3600		545378383			943	00239
	0322-042017 201 3 ST N	26.59	PUBLIC UTILITY SERVICES	101.4094.3600		545378383			943	00240
		24,210.85	*VENDOR TOTAL							
360 RENTS, INC.										
	050217 SCISSOR LIFT-NETS	125.00	RENTALS	101.4552.3800		19347	028121	P	943	00241

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05/11/2017 08:38:37

Schedule of Bills

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:	1,082,782.66						

RECORDS PRINTED - 000246

ACS FINANCIAL SYSTEM
05/11/2017 08:38:37

Schedule of Bills

CITY OF WAITE PARK
GL060S-V08.05 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	97,887.93
443	PUBLIC WORKS FACILITY	968,944.43
703	WATER FUND	12,060.45
709	SEWER FUND	2,439.19
715	STORMWATER FUND	370.66
815	CHARITABLE GAMBLING	1,058.25
816	DRUG FORFEITURE	21.75
TOTAL ALL FUNDS		1,082,782.66

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	1,082,782.66
TOTAL ALL BANKS		1,082,782.66

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

DATE APPROVED BY

ACS FINANCIAL SYSTEM
05/19/2017 16:15:53

Schedule of Bills

CITY OF WAITE PARK
GL050S-V08.05 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 0317M1 COMMENT... 0317 MANUAL DISBURSEMENT

DATA-JE-ID DATA COMMENT

M-03312017-973 0317 MANUAL DISBURSEMENT

Run Instructions:

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

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MN DEPT OF REVENUE II										
	0217 COPIES SALES TAX	0.02	REMITTANCE REV COL OTHER	101.4051.8100		0217			973	00012
	0217 PARK RENT SALES TAX	14.37	REMITTANCE REV COL OTHER	101.4552.8100		0217			973	00013
	0217 HYDRANT WTR S TAX	14.82	REMITTANCE REV COL OTHER	703.4825.8100		0217			973	00014
	0217 WATER SALES TAX	6,604.79	REMITTANCE REV COL OTHER	703.4825.8100		0217			973	00015
		6,634.00	*VENDOR TOTAL							
PLAZA PARK BANK										
	0317 ACH FEES	35.00	FEES FOR WIRE TRANSFERS	101.4051.4440		032717			973	00016
SELECT ACCOUNT										
	0317 HSA CITY CONTRIB CL	2,291.76	HOSPITALIZATION INSURANC	101.4051.1500		0317			973	00001
	0317 HSA CITY CONTRIB PL	532.97	HOSPITALIZATION INSURANC	101.4091.1500		0317			973	00002
	0317 HSA CITY CONTRIB CH	266.49	HOSPITALIZATION INSURANC	101.4094.1500		0317			973	00003
	0317 HSA CITY CONTRIB PD	10,153.08	HOSPITALIZATION INSURANC	101.4110.1500		0317			973	00004
	0317 HSA CITY CONTRIB BI	532.97	HOSPITALIZATION INSURANC	101.4140.1500		0317			973	00005
	0317 HSA CITY CONTRIB PW	2,979.26	HOSPITALIZATION INSURANC	101.4212.1500		0317			973	00006
	0317 HSA CITY CONTRIB SN	564.98	HOSPITALIZATION INSURANC	101.4213.1500		0317			973	00007
	0317 HSA CITY CONTRIB SS	159.90	HOSPITALIZATION INSURANC	715.4224.1500		0317			973	00008
	0317 HSA CITY CONTRIB PK	751.47	HOSPITALIZATION INSURANC	101.4552.1500		0317			973	00009
	0317 HSA CITY CONTRIB WT	1,502.98	HOSPITALIZATION INSURANC	703.4825.1500		0317			973	00010
	0317 HSA CITY CONTRIB SW	1,049.97	HOSPITALIZATION INSURANC	709.4843.1500		0317			973	00011
		20,785.83	*VENDOR TOTAL							

ACS FINANCIAL SYSTEM
05/19/2017 16:15:53

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:	27,454.83								

RECORDS PRINTED - 000016

ACS FINANCIAL SYSTEM
05/19/2017 16:15:53

Schedule of Bills

CITY OF WAITE PARK
GL060S-V08.05 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	18,122.37
703	WATER FUND	8,122.59
709	SEWER FUND	1,049.97
715	STORMWATER FUND	159.90
TOTAL ALL FUNDS		27,454.83

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	27,454.83
TOTAL ALL BANKS		27,454.83

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

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

ACS FINANCIAL SYSTEM
05/30/2017 14:15:10

Schedule of Bills

CITY OF WAITE PARK
GL050S-V08.05 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 0517D3 COMMENT... 053017 MISC DISBURSEMENT

DATA-JE-ID DATA COMMENT

D-05302017-976 053017 MISC DISBURSEMENT

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
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Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
A&K PLUMBING LLC	BALL VALVE REPL/ETC-FD	395.00	TRAINING/TRAVEL/HOTEL	101.4094.3200		2111	028583	P	976	00001
ALL STATE COMMUNICATIONS	MATERIALS/SECURITY-PW FA	20,000.00	CONSTRUCTION COSTS	443.4214.6300		263228	020050	P	976	00002
ARROW ACE HARDWARE, INC	O RING-WTP	0.79	REPAIR & MAINTENANCE SUP	101.4212.2200		89326	028639	P	976	00222
ASPEN MILLS INC.	UNIFORM PANT-ABE	56.95	UNIFORMS	101.4110.2120		197961	000672	P	976	00004
	UNIFORM PANT-AS/JG	121.88	UNIFORMS	101.4110.2120		198131	000677	P	976	00003
		178.83	*VENDOR TOTAL							
AUTO VALUE PARTS STORES	LETTER DIES-SHOP	41.64	REPAIR & MAINTENANCE SUP	101.4212.2200		7427556	028607	P	976	00006
	LOAD BINDERS/ETC-SHOP	230.34	REPAIR & MAINTENANCE SUP	101.4212.2200		7427627	028612	P	976	00005
	ADAPTORS/LIGHTS/ETC-SHOP	103.38	REPAIR & MAINTENANCE SUP	101.4212.2200		7429250	028635	P	976	00007
	MUFFLER CLAMPS (2) #443	2.98	REPAIR & MAINTENANCE SUP	101.4212.2200		7429278	028636	P	976	00008
		378.34	*VENDOR TOTAL							
BORDER STATES ELECTRIC S	STREET LIGHT BULBS (4)	208.32	REPAIR & MAINTENANCE SUP	101.4217.2200		912993009	028125	P	976	00009
BRAUN INTERTEC CORP	042817 MAT TEST-PW FAC	5,321.25	ENGINEERING COSTS	443.4214.6301		B091778			976	00010
BROCK WHITE CO LLC	CRACK SEAL POUR CAN-SHOP	99.19	REPAIR & MAINTENANCE SUP	101.4212.2200		12779550-00	028604	P	976	00011
CAL ENTERPRISE INC	SPC BATT 12V-VARDA ALARM	15.70	INVESTIGATIVE SUPPLIES	101.4110.2150		1922301006057	000665	P	976	00013
	BATTERY #204	226.95	REPAIR & MAINTENANCE	101.4110.3700		1922302001239	028621	P	976	00012
		242.65	*VENDOR TOTAL							
CENTRAL LANDSCAPE SUPPLY	PRO-MIX - EARTH PLANTERS	970.50	REPAIR & MAINTENANCE SUP	101.4552.2200		27251	028632	P	976	00014
CHARTER COMMUNICATIONS	0517 INTERNET/TV CL	34.60	COMMUNICATIONS	101.4051.3100		051317			976	00015
	0517 INTERNET/TV CH	11.01	COMMUNICATIONS	101.4094.3100		051317			976	00016
	0517 INTERNET/TV FD	24.01	COMMUNICATIONS	101.4120.3100		051317			976	00017
	0517 INTERNET/TV BI	34.60	COMMUNICATIONS	101.4140.3100		051317			976	00018
	0517 INTERNET/TV PW	22.02	COMMUNICATIONS	101.4212.3100		051317			976	00019
	0517 INTERNET/TV WTR	22.02	COMMUNICATIONS	703.4825.3100		051317			976	00020
	0517 INTERNET/TV SWR	22.03	COMMUNICATIONS	709.4843.3100		051317			976	00021
	0517 INTERNET/TV RADIO C	114.57	COMMUNICATIONS	101.4191.3100		051317			976	00022
	0517 INTERNET/TV WTR	39.01	COMMUNICATIONS	703.4825.3100		051317			976	00023
	0517 INTERNET/TV SWR	39.01	COMMUNICATIONS	709.4843.3100		051317			976	00024
	0517 INTERNET/TV PW	137.77	COMMUNICATIONS	101.4212.3100		051317			976	00025
	0517 TV PARKS	8.02	COMMUNICATIONS	101.4552.3100		051317			976	00026

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CHARTER COMMUNICATIONS									
0517 INTERNET WARMING H	89.98	COMMUNICATIONS	101.4552.3100		051317			976	00027
0517 TV WARMING HOUSE	8.02	COMMUNICATIONS	101.4552.3100		051317			976	00028
	606.67	*VENDOR TOTAL							
COBORNS INC									
SALE TX REFUND 1013-0217	5,228.28	REFUNDS & REIMBURSEMENTS	703.4825.4980		053017			976	00225
S TAX INT REF 1013-0217	298.20	REFUNDS & REIMBURSEMENTS	703.4825.4980		053017			976	00226
	5,526.48	*VENDOR TOTAL							
COLLINS BROTHERS TOWING									
052017 ACCIDENT CLEAN-UP	35.00	TOWING	101.4110.3910		47106		000679	P	976 00029
CONVENTION VISITORS BURE									
0417 H/M TAX-ASTERIA	1,135.94	PAYMENTS TO CHAMBER	601.4440.4441		052617				976 00227
CP FLAGS, FLAGPOLES & PR									
US FLAGS (25)-17 ST S	500.00	REPAIR & MAINTENANCE SUP	101.4212.2200		2867		028618	P	976 00030
CUSTOMIZED FIRE RESCUE T									
OSHA/CONF SPACE/ETC TR	1,625.00	TRAINING/TRAVEL/HOTEL	101.4120.3200		1023		028283	P	976 00031
DE LAGE LANDEN FINANCIAL									
0517 PW COPIER LEASE	42.32	SERVICE CONTRACT	101.4212.4015		54521796				976 00032
0517 PW COPIER LEASE	26.45	SERVICE CONTRACT	703.4825.4015		54521796				976 00033
0517 PW COPIER LEASE	26.45	SERVICE CONTRACT	709.4843.4015		54521796				976 00034
0517 PW COPIER LEASE	10.58	SERVICE CONTRACTS	715.4224.4015		54521796				976 00035
	105.80	*VENDOR TOTAL							
DOOLY'S PETROLEUM, INC									
DIESEL FUEL (7200G)-PW F	15,889.82	GAS & OIL PURCHASES	101.4212.2110		14442		028620	P	976 00223
UNLEAD FUEL (7200G)-PW F	15,094.21	GAS & OIL PURCHASES	101.4212.2110		14443		028620	P	976 00224
	30,984.03	*VENDOR TOTAL							
EL-JAY MECHANICAL, INC									
RPZ TEST	226.00	REPAIR & MAINTENANCE SUP	703.4822.2200		BR828-1		028426	P	976 00038
BATHROOM REP-13TH AVE N	180.75	REPAIR & MAINTENANCE SUP	101.4552.2200		M7322-1		028110	P	976 00036
BATHROOM REP-WTP	346.00	REPAIR & MAINTENANCE SUP	703.4822.2200		M7340-1		028409	P	976 00037
	752.75	*VENDOR TOTAL							
ELLIOTT AUTO SUPPLY CO I									
FRONT BREAK PADS #405	36.44	REPAIR & MAINTENANCE SUP	101.4212.2200		124-048159		028645	P	976 00041
CALIPERS (2) #405	124.06	REPAIR & MAINTENANCE SUP	101.4212.2200		124-49872		028651	P	976 00040
BELT #444	42.99	REPAIR & MAINTENANCE SUP	101.4212.2200		7424636		028116	P	976 00039
	203.49	*VENDOR TOTAL							
EMERGENCY RESPONSE SOLUT									
SCBA FLOW TESTS (25)/ETC	2,110.00	REPAIR & MAINTENANCE	101.4120.3700		8752		028284	P	976 00042

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
ERICKSON ELECTRIC COMPAN	DISCONNECT WTR SALESMAN	359.00	REPAIR & MAINTENANCE SUP	703.4822.2200		1106	028418	P	976	00045
	BATHROOM REP-SPLASH PAD	113.22	REPAIR & MAINTENANCE SUP	101.4554.2200		1131	028656	P	976	00044
	UPS-WTP	597.95	REPAIR & MAINTENANCE SUP	703.4822.2200		5001975	028419	P	976	00043
		1,070.17	*VENDOR TOTAL							
FASTENAL CO	HEX NUTS (10) #501	2.00	REPAIR & MAINTENANCE SUP	101.4552.2200		MNST197188	027810	P	976	00047
	BLK CABLE TIES (3) 14.5"	15.27	REPAIR & MAINTENANCE SUP	101.4212.2200		MNST197585	027814	P	976	00048
		17.27	*VENDOR TOTAL							
FASTSIGNS	DATE DECALS-ST SIGNS	462.50	REPAIR & MAINTENANCE SUP	101.4216.2200		282-23073	028406	P	976	00046
FLAHERTY HOOD PA	0416 LABOR/EMP SERVICES	540.00	LEGAL SERVICES	101.4060.3005		10085			976	00049
GOLD CROSS AMBULANCE	TR INVOICE DIFFERENCE	64.00	TRAINING/TRAVEL/HOTEL	101.4110.3200		0201-022417	000678	P	976	00050
GOODIN CO	WTR FILTER-CH FOUNTAIN	84.37	REPAIR & MAINTENANCE SUP	101.4094.2200		05947944	027815	P	976	00051
	BLIND FLANGE/ETC-WTP	41.75	REPAIR & MAINTENANCE SUP	703.4822.2200		05948154-00	028417	P	976	00052
		126.12	*VENDOR TOTAL							
H-11 DIGITAL FORENSIC SE	CELL PHONE DATA RECOVERY	700.00	INVESTIGATIVE SUPPLIES	101.4110.2150		HDFS1100791	000668	P	976	00053
	THUMB DRIVE-DATA RECOVER	100.00	INVESTIGATIVE SUPPLIES	101.4110.2150		HDFS1100791			976	00228
		800.00	*VENDOR TOTAL							
HAWKINS INC	POTASSIUM-WTP	744.93	REPAIR & MAINTENANCE SUP	703.4822.2200		4068308	028422	P	976	00054
	TUBING-WTP	322.80	REPAIR & MAINTENANCE SUP	703.4822.2200		4072246	028629	P	976	00055
	AZONE/PH DOWN LO-SP PAD	949.74	REPAIR & MAINTENANCE SUP	101.4554.2200		4074709	028424	P	976	00056
	AZONE/FLUORIDE-WTP	1,278.26	REPAIR & MAINTENANCE SUP	703.4822.2200		4074710	028425	P	976	00057
		3,295.73	*VENDOR TOTAL							
HAWKINS/LORI	052817 PARK RENT REFUND	59.79	UNIFORMS	101.4212.2120		R#37832	028567	P	976	00058
HD SUPPLY WATERWORKS LTD	MULTI WTR MTRS/ETC	13,366.70	REPAIR & MAINTENANCE SUP	703.4824.2200		H152717/H16581	028416	P	976	00059
HEALTHPARTNERS	0617 HEALTH INS PREM CL	6,174.35	HOSPITALIZATION INSURANC	101.4051.1500		72928176			976	00060
	0617 HEALTH INS PREM PL	1,342.27	HOSPITALIZATION INSURANC	101.4091.1500		72928176			976	00061
	0617 HEALTH INS PREM CH	671.12	HOSPITALIZATION INSURANC	101.4094.1500		72928176			976	00062
	0617 HEALTH INS PREM PD	25,570.24	HOSPITALIZATION INSURANC	101.4110.1500		72928176			976	00063
	0617 HEALTH INS PREM BI	1,342.27	HOSPITALIZATION INSURANC	101.4140.1500		72928176			976	00064
	0617 HEALTH INS PREM PW	8,309.85	HOSPITALIZATION INSURANC	101.4212.1500		72928176			976	00065
	0617 HEALTH INS PREM SN	1,275.14	HOSPITALIZATION INSURANC	101.4213.1500		72928176			976	00066

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
HEALTHPARTNERS										
	0617 HEALTH INS PREM SS	308.71	HOSPITALIZATION INSURANC	715.4224.1500		72928176			976	00067
	0617 HEALTH INS PREM PK	1,650.96	HOSPITALIZATION INSURANC	101.4552.1500		72928176			976	00068
	0617 HEALTH INS PREM WTR	2,698.01	HOSPITALIZATION INSURANC	703.4825.1500		72928176			976	00069
	0617 HEALTH INS PREM SWR	1,892.58	HOSPITALIZATION INSURANC	709.4843.1500		72928176			976	00070
		51,235.50	*VENDOR TOTAL							
HEARTLAND GLASS CO INC										
	CONCESSION STAND REP-RE	74.89	REPAIR & MAINTENANCE SUP	101.4552.2200		LZ4721			028112	P 976 00071
HOME DEPOT CREDIT SERVIC										
	HINGE-RIVERS E GARAGE	12.98	REPAIR & MAINTENANCE SUP	101.4552.2200		14624			027276	P 976 00074
	TOILET-PAVILLION BATHRM	99.00	REPAIR & MAINTENANCE SUP	101.4552.2200		7013737				976 00073
	MULTI FLOWERS PK/CH	142.92	REPAIR & MAINTENANCE SUP	101.4552.2200		8013622			028113	P 976 00072
		254.90	*VENDOR TOTAL							
HOWE/JEFFREY R										
	0517 BUILDING INSP SVC	8,446.00	OTHER CONTRACTUAL SERVIC	101.4140.4070		0517				976 00075
INNOVATIVE OFFICE SOLUTI										
	PENS/LABELS-PD	104.58	OFFICE SUPPLIES/POSTAGE	101.4110.2000		IN1604470			000667	P 976 00076
	POST ITS/CALENDAR/ETC-CH	27.93	OFFICE SUPPLIES/POSTAGE	101.4051.2000		IN1620704			028730	P 976 00077
	POST ITS/CALENDAR/ETC-CH	27.10	OFFICE SUPPLIES/POSTAGE	703.4825.2000		IN1620704			028730	P 976 00078
	POST ITS/CALENDAR/ETC-CH	27.10	OFFICE SUPPLIES/POSTAGE	709.4843.2000		IN1620704			028730	P 976 00079
		186.71	*VENDOR TOTAL							
KLINEFELTER'S ENF & EMER										
	SILENT KEY HOLDER-JG	20.99	UNIFORMS	101.4110.2120		344722			000671	P 976 00081
	DOUBLE AR MAG HOLDER-PG	179.92	EQUIPMENT	101.4110.5300		345525			000674	P 976 00080
		200.91	*VENDOR TOTAL							
KO-Z'S EATS AND SWEETS										
	051117 MEALS-TYLER DEMO	63.33	TRAINING/TRAVEL/HOTEL	101.4051.3200		18192			028566	P 976 00082
MARK J TRAUT WELLS INC										
	051117 8 WATER TESTS	184.00	WATER TESTS	703.4825.4820		296413				976 00083
MCDOWALL COMFORT MANAGEM										
	ROOF REPAIR-WTP	605.00	REPAIR & MAINTENANCE	703.4822.3700		8805			028404	P 976 00084
MENARDS										
	WILLOW BORDER EXTEND-LIB	149.70	REPAIR & MAINTENANCE SUP	101.4095.2200		49560			028127	P 976 00086
	MULCH (130)/ETC-PARKS	273.06	REPAIR & MAINTENANCE SUP	101.4552.2200		49560			028127	P 976 00087
	EXT CORD/BATTERIES-PW	40.97	REPAIR & MAINTENANCE SUP	101.4212.2200		50854			020052	P 976 00088
	FLAGPOLES/EYELETS-17 AVE	230.69	REPAIR & MAINTENANCE SUP	101.4212.2200		51399			028661	P 976 00089
		694.42	*VENDOR TOTAL							
MIDWAY IRON METAL CO INC										
	STEEL #680	126.00	REPAIR & MAINTENANCE SUP	715.4224.2200		352914			028637	P 976 00090

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MIMBACH FLEET SUPPLY TIPS/FLOODJET-WEED SPRAY	56.86	REPAIR & MAINTENANCE SUP	101.4552.2200		131328	028649	P	976	00091
MN CITY COUNTY MGR ASSN 050117-043018 DUES SJ	140.32	MISC - DUES	101.4051.4010		052217			976	00085
MN COPY SYSTEMS 0412-051117 PW SHOP COPY	8.00	SERVICE CONTRACT	101.4212.4015		215750			976	00092
0412-051117 PW SHOP COPY	5.00	SERVICE CONTRACT	703.4825.4015		215750			976	00093
0412-051117 PW SHOP COPY	5.00	SERVICE CONTRACT	709.4843.4015		215750			976	00094
0412-051117 PW SHOP COPY	2.00	SERVICE CONTRACTS	715.4224.4015		215750			976	00095
	20.00	*VENDOR TOTAL							
MN DEPT OF HEALTH II 2017 2ND QTR WTR TEST FE	3,049.00	MANDATED TEST FEE	703.4825.8200		052217			976	00096
MN VALLEY TESTING LABORA 051817 WASTE WTR TESTS	684.20	SEWER TESTING	709.4843.4844		864558			976	00097
MOSS & BARNETT 0417 CHARTER FRANCHISE	54.00	LEGAL SERVICES	101.4060.3005		666997			976	00098
MUNICIPAL CLERKS FINANCE 0717-0618 MEMBERSHIP-KV	40.00	MISC - DUES	101.4051.4010		51517	010068	P	976	00099
NORTHLAND TRUST SERVICES GO IMP BD 2013B INTEREST	48,800.00	INTEREST PAYMENT (BONDS)	324.4720.6100		041817			976	00100
GO EQUIP CERT 2013C INT	880.00	INTEREST PAYMENT (BONDS)	325.4720.6100		041817			976	00101
GO TX ABATE BD 2016A INT	29,900.00	INTEREST PAYMENT (BONDS)	326.4720.6100		041817			976	00102
GO TX ABATE 2016A AGENT	495.00	PAYING AGENT & SERVICE C	326.4730.6200		041817			976	00103
GO CIP BD 2016B INT	200,766.65	INTEREST PAYMENT (BONDS)	327.4720.6100		041817			976	00104
GO REF BOND 2013A INT	39,550.00	INTEREST PAYMENT (BONDS)	703.4720.6100		041817			976	00105
GO TAX INC BD 2014A INT	16,207.50	INTEREST PAYMENT (BONDS)	917.4720.6100		041817			976	00106
	336,599.15	*VENDOR TOTAL							
OERTEL ARCHITECTS ARCHT SVC PYT #15-PW FAC	9,500.00	ENGINEERING COSTS	443.4214.6301		15			976	00108
ARCHT EXP PYT #15-PW FAC	413.47	ENGINEERING COSTS	443.4214.6301		15			976	00109
	9,913.47	*VENDOR TOTAL							
OFFICE FURNITURE SOLUTIO OFFICE CHAIRS (3)-LIB	919.00	OFFICE SUPPLIES/POSTAGE	101.4095.2000		115674	020051	P	976	00107
POSTMASTER WAITE PARK MN 17-18 BULK MAIL 2079	225.00	OFFICE SUPPLIES/POSTAGE	703.4825.2000		52417	010071	P	976	00110
17-18 PRESORT MAIL 2079	112.50	OFFICE SUPPLIES/POSTAGE	703.4825.2000		52417	010071	P	976	00111
17-18 PRESORT MAIL 2079	112.50	OFFICE SUPPLIES/POSTAGE	709.4843.2000		52417	010071	P	976	00112
	450.00	*VENDOR TOTAL							

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
POWERHOUSE OUTDOOR EQUIP WEED WHIP HEAD	24.95	REPAIR & MAINTENANCE SUP	101.4552.2200		415137	028617	P	976	00113
RAJKOWSKI HANSMEIER LTD									
0417 CRIMINAL	7,879.00	LEGAL SERVICES	101.4110.3005		76455			976	00114
0417 ORDINANCES	574.00	LEGAL SERVICES	101.4060.3005		76475			976	00120
0417 MEETINGS	216.00	LEGAL SERVICES	101.4060.3005		76476			976	00115
0417 MENARDS	70.00	LEGAL SERVICES	101.4060.3005		76476			976	00116
0417 VIKING ELECTRIC	224.00	LEGAL SERVICES	101.4060.3005		76476			976	00117
0417 PD DATA REQUEST	100.00	LEGAL SERVICES	101.4110.3005		76476			976	00118
0417 QUEST	27.00	LEGAL SERVICES	101.4060.3005		76476			976	00119
	9,090.00	*VENDOR TOTAL							
REDNECK INC									
BRAKE ACTUATOR/ETC #476	325.28	REPAIR & MAINTENANCE SUP	101.4212.2200		2752701-00	028619	P	976	00123
U BOLT KIT/ETC #476	245.15	REPAIR & MAINTENANCE SUP	101.4212.2200		2765987-00	028641	P	976	00124
STRAPS/ETC #476 TRAILER	20.39	REPAIR & MAINTENANCE SUP	101.4212.2200		2768892-00	028655	P	976	00121
EQUALIZERS (2) #476	28.96	REPAIR & MAINTENANCE SUP	101.4212.2200		2771347-00	028659	P	976	00122
	619.78	*VENDOR TOTAL							
RUSSELL/LORRAINE									
0517 LANDSCAPE CONSULT	900.00	OTHER CONTRACTUAL SERVIC	101.4552.4070		0517			976	00125
SECURITY LOCKSMITHS INC									
KEY TAGS	6.00	REPAIR & MAINTENANCE SUP	101.4094.2200		50942	010069	P	976	00127
KEY DUPLICATION-WH	9.75	REPAIR & MAINTENANCE SUP	101.4552.2200		50969	010070	P	976	00126
	15.75	*VENDOR TOTAL							
SEH INC									
0417 PW FACILITY	1,114.50	ENGINEERING COSTS	443.4214.6301		331956			976	00132
0417 PW FACILITY EXP	97.78	ENGINEERING COSTS	443.4214.6301		331956			976	00133
0417 CLOUD PARK IMP DES	3,150.00	GENERAL ENGINEERING	101.4211.3015		332326			976	00134
0417 AMPHITHEATER	952.50	GENERAL ENGINEERING	101.4211.3015		332327			976	00131
0417 KWIK TRIP-10 AVE N	574.00	GENERAL ENGINEERING	101.4211.3015		332328			976	00135
0417 DIST 742 EARLY CHIL	1,386.50	GENERAL ENGINEERING	101.4211.3015		332328			976	00136
0417 ROCK ON TRUCKS	131.00	GENERAL ENGINEERING	101.4211.3015		332328			976	00137
0417 GIS	3,713.50	GENERAL ENGINEERING	101.4211.3015		332328			976	00138
0417 SANITARY SWR CLEAN	237.00	GENERAL ENGINEERING	101.4211.3015		332328			976	00139
0417 MENARDS	313.50	GENERAL ENGINEERING	101.4211.3015		332328			976	00140
0417 VIKING ELECTRIC	87.00	GENERAL ENGINEERING	101.4211.3015		332328			976	00141
0417 TRAFFIC COUNT	87.00	GENERAL ENGINEERING	101.4211.3015		332328			976	00142
0417 SJ LOUIS PLAT	87.00	GENERAL ENGINEERING	101.4211.3015		332328			976	00143
0417 WALKER CONSTRUCTION	609.00	GENERAL ENGINEERING	101.4211.3015		332328			976	00145
0417 SOLAR ARRAY-SW BELT	174.00	GENERAL ENGINEERING	101.4211.3015		332328			976	00146
0417 SOLAR ARRAY EXP-SW	4.24	GENERAL ENGINEERING	101.4211.3015		332328			976	00147
0417 MAPS EXP	9.93	GENERAL ENGINEERING	101.4211.3015		332328			976	00151
0417 17TH AVE S PH 2	1,193.70	ENGINEERING COSTS	442.4214.6301		332328/332325			976	00144
0417 PICKLEBALL COURTS	668.00	GENERAL ENGINEERING	101.4211.3015		332329			976	00130
0417 SILVER LEAF HOTELS	4,174.00	GENERAL ENGINEERING	101.4211.3015		332330			976	00128
0417 SILVER LEAF HTL EXP	154.30	GENERAL ENGINEERING	101.4211.3015		332330			976	00129

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
SEH INC										
	0417 2017 WTR SUPPLY PLN	675.00	ENGINEERING COSTS	703.4835.6301		332338			976	00148
	0417 WELL #6	23,229.35	ENGINEERING COSTS	703.4835.6301		332376			976	00149
	0417 WELL #6 EXP	79.50	ENGINEERING COSTS	703.4835.6301		332376			976	00150
		42,902.30	*VENDOR TOTAL							
SELECT ACCOUNT										
	0517 HSA USER FEE CL	18.40	HOSPITALIZATION INSURANC	101.4051.1500		1187389			976	00152
	0517 HSA USER FEE PLAN	4.00	HOSPITALIZATION INSURANC	101.4091.1500		1187389			976	00153
	0517 HSA USER FEE CH	2.00	HOSPITALIZATION INSURANC	101.4094.1500		1187389			976	00154
	0517 HSA USER FEE PD	76.90	HOSPITALIZATION INSURANC	101.4110.1500		1187389			976	00155
	0517 HSA USER FEE BI	4.00	HOSPITALIZATION INSURANC	101.4140.1500		1187389			976	00156
	0517 HSA USER FEE PW	20.88	HOSPITALIZATION INSURANC	101.4212.1500		1187389			976	00157
	0517 HSA USER FEE SNOW	3.91	HOSPITALIZATION INSURANC	101.4213.1500		1187389			976	00158
	0517 HSA USER FEE ST SWR	0.88	HOSPITALIZATION INSURANC	715.4224.1500		1187389			976	00159
	0517 HSA USER FEE PARKS	5.06	HOSPITALIZATION INSURANC	101.4552.1500		1187389			976	00160
	0517 HSA USER FEE WTR	10.89	HOSPITALIZATION INSURANC	703.4825.1500		1187389			976	00161
	0517 HSA USER FEE SWR	7.18	HOSPITALIZATION INSURANC	709.4843.1500		1187389			976	00162
		154.10	*VENDOR TOTAL							
SHERWIN WILLIAMS										
	PAINT/BRUSHES-PK BENCHES	173.81	REPAIR & MAINTENANCE SUP	101.4552.2200		4637-2	028630	P	976	00163
SHIFT TECHNOLOGIES INC										
	0517 SERVER LEASE	972.00	OTHER CONTRACTUAL SERVIC	101.4051.4070		50946			976	00164
SITONE LANDSCAPE SUPPLY										
	WEED KILLER-CH	87.03	REPAIR & MAINTENANCE SUP	101.4094.2200		80437913	027816	P	976	00166
	LAWN SPRAY/GR CLEAR-PARK	565.28	REPAIR & MAINTENANCE SUP	101.4552.2200		80442881	028613	P	976	00167
	WEED KILLER (2)-PARKS	334.42	REPAIR & MAINTENANCE SUP	101.4227.2200		80659371	028657	P	976	00165
		986.73	*VENDOR TOTAL							
SPECTRUM SUPPLY										
	TOWELS/ETC-CH	82.38	REPAIR & MAINTENANCE SUP	101.4094.2200		83333	028581	P	976	00168
	LINERS/TISSUE/ETC-PW	328.95	REPAIR & MAINTENANCE SUP	101.4212.2200		84960	028582	P	976	00169
		411.33	*VENDOR TOTAL							
ST CLOUD FIREWORKS FUND										
	2017 CONTRIBUTION	500.00	EXPENSES APPROVED BY COU	815.4825.4451		121916			976	00170
ST CLOUD MEDICAL GROUP P										
	PRE-EMPLOY PHYS-BD/BL	942.00	PROFESSIONAL SERV PHYSIC	101.4120.3011		28836	028569	P	976	00171
	PRE-EMPLOY TESTS-SEASON	275.00	PROFESSIONAL SERV PHYSIC	101.4212.3011		28836	028569	P	976	00172
		1,217.00	*VENDOR TOTAL							
ST CLOUD OVERHEAD DOOR C										
	GARAGE DOOR-RE N GARAGE	539.00	REPAIR & MAINTENANCE SUP	101.4552.2200		0179420-IN	028606	P	976	00173
ST CLOUD TIMES #1076										
	0617 SUBSCRIPTION	30.00	ADVERTISEMENTS	101.4051.3300		053017			976	00174

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
STEARNS COUNTY AUDITOR T	2017 ASSESSING FEE	26,956.25	OTHER CONTRACTUAL SERVIC	101.4053.4070		2017-00000074			976	00175
TASC										
	0701-093017 COBRA FEE CL	8.97	HOSPITALIZATION INSURANC	101.4051.1500		IN1038111			976	00176
	0701-093017 COBRA FEE PL	1.96	HOSPITALIZATION INSURANC	101.4091.1500		IN1038111			976	00177
	0701-093017 COBRA FEE CH	0.98	HOSPITALIZATION INSURANC	101.4094.1500		IN1038111			976	00178
	0701-093017 COBRA FEE PD	37.34	HOSPITALIZATION INSURANC	101.4110.1500		IN1038111			976	00179
	0701-093017 COBRA FEE BI	1.96	HOSPITALIZATION INSURANC	101.4140.1500		IN1038111			976	00180
	0701-093017 COBRA FEE PW	9.81	HOSPITALIZATION INSURANC	101.4212.1500		IN1038111			976	00181
	0701-093017 COBRA FEE SN	1.84	HOSPITALIZATION INSURANC	101.4213.1500		IN1038111			976	00182
	0701-093017 COBRA FEE SS	0.42	HOSPITALIZATION INSURANC	715.4224.1500		IN1038111			976	00183
	0701-093017 COBRA FEE PK	2.37	HOSPITALIZATION INSURANC	101.4552.1500		IN1038111			976	00184
	0701-093017 COBRA FEE WT	5.22	HOSPITALIZATION INSURANC	703.4825.1500		IN1038111			976	00185
	0701-093017 COBRA FEE SW	3.50	HOSPITALIZATION INSURANC	709.4843.1500		IN1038111			976	00186
		74.37	*VENDOR TOTAL							
TOTAL RENTAL CENTER	051917 COMPACTOR RENT-K9	39.00	RENTALS	101.4094.3800		211847	028642 P		976	00187
UNUM	LIFE INSURANCE COMA									
	0617 DIS PREM CL	232.16	DISABILITY INS & OTHERS	101.4051.1510		051517			976	00188
	0617 DIS PREM PLAN	48.47	DISABILITY INS & OTHERS	101.4091.1510		051517			976	00189
	0617 DIS PREM CH	19.88	DISABILITY INS & OTHERS	101.4094.1510		051517			976	00190
	0617 DIS PREM PD	892.27	DISABILITY INS & OTHERS	101.4110.1510		051517			976	00191
	0617 DIS PREM BI	39.75	DISABILITY INS & OTHERS	101.4140.1510		051517			976	00192
	0617 DIS PREM PW	212.50	DISABILITY INS & OTHERS	101.4212.1510		051517			976	00193
	0617 DIS PREM SNOW	34.79	DISABILITY INS & OTHERS	101.4213.1510		051517			976	00194
	0617 DIS PREM ST SWR	7.49	DISABILITY INS & OTHERS	715.4224.1510		051517			976	00195
	0617 DIS PREM PARKS	48.16	DISABILITY INS & OTHERS	101.4552.1510		051517			976	00196
	0617 DIS PREM WTR	133.56	DISABILITY INS & OTHERS	703.4825.1510		051517			976	00197
	0617 DIS PREM SWR	84.01	DISABILITY INS & OTHERS	709.4843.1510		051517			976	00198
	0617 LIFE PREM CL	51.73	LIFE INSURANCE	101.4051.1520		051517			976	00199
	0617 LIFE PREM PLAN	11.25	LIFE INSURANCE	101.4091.1520		051517			976	00200
	0617 LIFE PREM CH	5.63	LIFE INSURANCE	101.4094.1520		051517			976	00201
	0617 LIFE PREM PD	214.31	LIFE INSURANCE	101.4110.1520		051517			976	00202
	0617 LIFE PREM BI	11.25	LIFE INSURANCE	101.4140.1520		051517			976	00203
	0617 LIFE PREM PW	56.68	LIFE INSURANCE	101.4212.1520		051517			976	00204
	0617 LIFE PREM SNOW	10.69	LIFE INSURANCE	101.4213.1520		051517			976	00205
	0617 LIFE PREM ST SWR	2.36	LIFE INSURANCE	715.4224.1520		051517			976	00206
	0617 LIFE PREM PARKS	13.62	LIFE INSURANCE	101.4552.1520		051517			976	00207
	0617 LIFE PREM WTR	30.05	LIFE INSURANCE	703.4825.1520		051517			976	00208
	0617 LIFE PREM SWR	19.93	LIFE INSURANCE	709.4843.1520		051517			976	00209
		2,180.54	*VENDOR TOTAL							
VEENSTRA/BRADLEY THOMAS	0517 TELEVISED MEETINGS	300.00	LOCAL ACCESS EXPENSES	101.4051.8300		0517			976	00210
VERIZON WIRELESS SERVICE	0411-051017 PD LAPTOPS	420.31	TECHNOLOGY SERVICE CONTR	101.4110.4017		9785576680			976	00211

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
WEX BANK										
	0424-052317 FUEL BI	26.41	GAS & OIL PURCHASES	101.4140.2110		49898983			976	00212
	0424-052317 FUEL CH	143.08	GAS & OIL PURCHASES	101.4094.2110		49898983			976	00213
	0424-052317 FUEL PD	2,460.08	GAS & OIL PURCHASES	101.4110.2110		49898983			976	00214
	0424-052317 SQUAD WASHES	29.97	REPAIR & MAINTENANCE	101.4110.3700		49898983			976	00215
	0424-052317 FUEL PW	915.39	GAS & OIL PURCHASES	101.4212.2110		49898983			976	00216
	0424-052317 FUEL PARKS	113.49	GAS & OIL PURCHASES	101.4552.2110		49898983			976	00217
	0424-052317 FUEL WTR	184.73	GAS & OIL PURCHASES	703.4825.2110		49898983			976	00218
	0424-052317 FUEL FD	366.82	GAS & OIL PURCHASES	101.4120.2110		49898983			976	00219
		4,239.97	*VENDOR TOTAL							
WOLF/MARGARET										
	0306-052617 MISC MILES	12.25	TRAINING/TRAVEL/HOTEL	101.4051.3200		052517			976	00220
	052317 MILES-SFTW SITES	103.36	TRAINING/TRAVEL/HOTEL	101.4051.3200		052517			976	00221
		115.61	*VENDOR TOTAL							

ACS FINANCIAL SYSTEM
05/30/2017 14:15:10

Schedule of Bills

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:	598,042.77								

RECORDS PRINTED - 000228

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	164,633.79
324	\$4.720M GO IMPR BOND OF 2013	48,800.00
325	GO EQUIP CERTIFICATES 2013C	880.00
326	\$2.275M GO TX ABAT BND 2016A	30,395.00
327	\$9.505M GO CIP BOND OF 2016B	200,766.65
442	17TH AVE SOUTH	1,193.70
443	PUBLIC WORKS FACILITY	36,447.00
601	HOTEL MOTEL TAX	1,135.94
703	WATER FUND	93,701.26
709	SEWER FUND	2,923.49
715	STORMWATER FUND	458.44
815	CHARITABLE GAMBLING	500.00
917	\$1.685M GO TIF RFD BND 2014A	16,207.50
TOTAL ALL FUNDS		598,042.77

BANK RECAP:

BANK	NAME	DISBURSEMENTS
CHEK	PLAZA PARK BANK	598,042.77
TOTAL ALL BANKS		598,042.77

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

DATE APPROVED BY

.....

.....

Agenda Item No. 7a

Issue: City Hall Signage Plan

BACKGROUND:

The City has been considering placing signage at city hall that incorporates our new logo. Enclosed is a copy of the proposed signage that would be placed on the colonnade outside the front entryway of city hall. In addition, we have included the estimated cost of the signage from Scenic Signs. The total cost is \$10,890. In the attached cost estimate, you will see two options. The cost of the signs can be paid out of reserves if the Council desires to move forward with the signage.

REQUIRED ACTION:

Approve or Deny the Proposed Signage for City Hall as presented or with revisions.

RECOMMENDED ACTION:

NA

SUGGESTED MOTIONS:

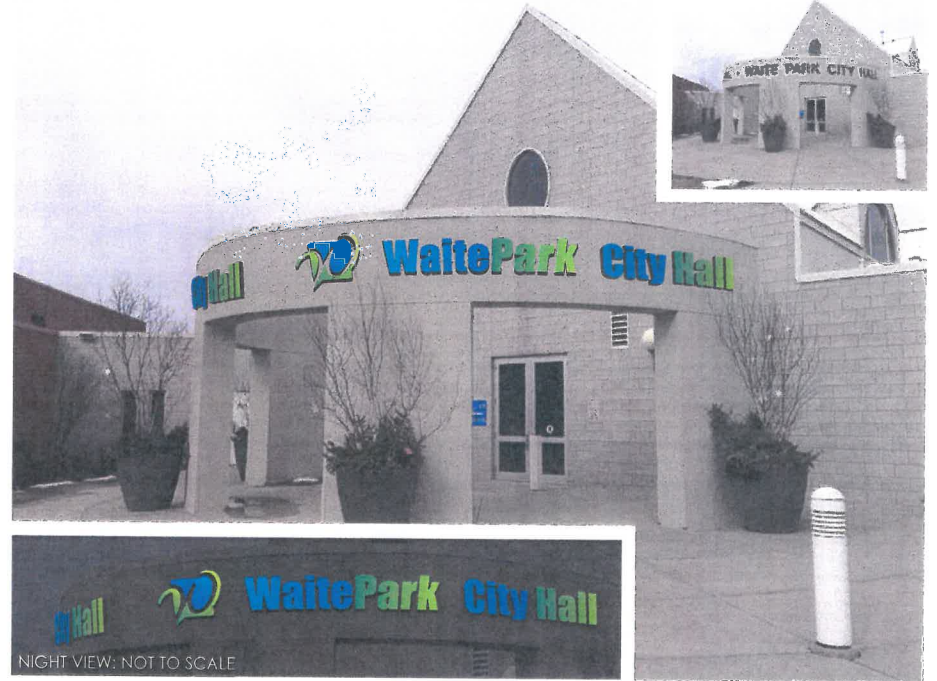
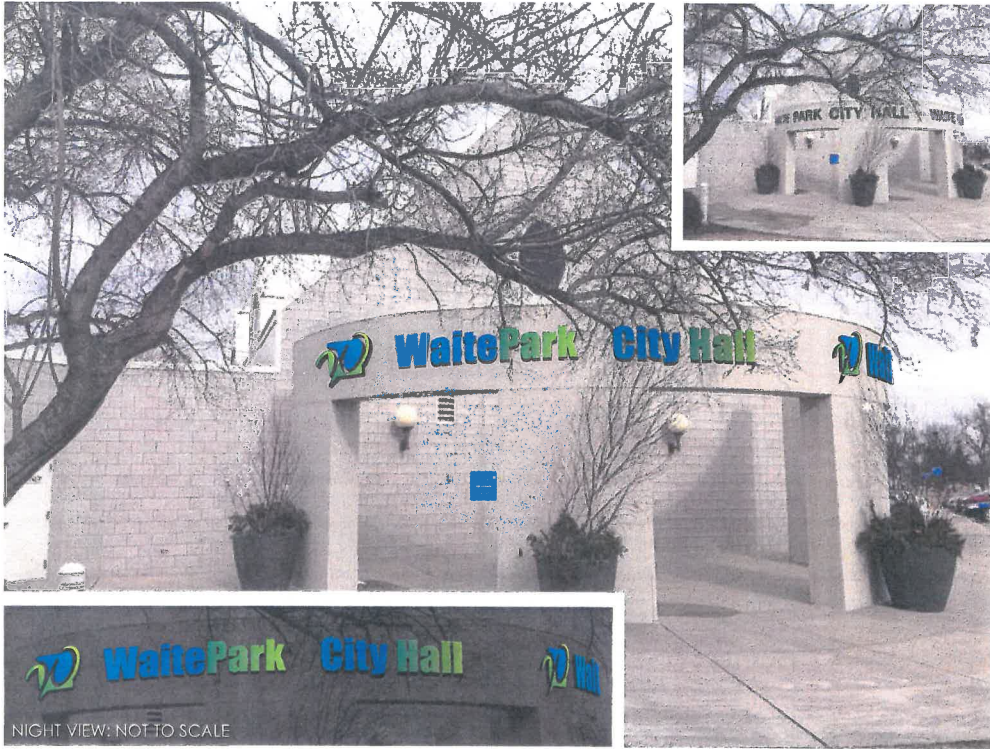
Councilmember _____ moved to approve or deny the proposed signage for city hall as presented or with revisions: _____

Councilmember _____ seconded the motion.

ROLL CALL

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

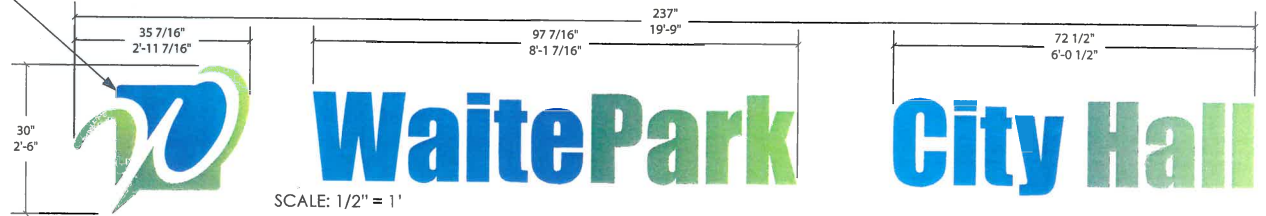
Motion (Approved) (Denied)



AFTER IMAGE: 3/16" = 1'

QTY (2) SETS OF CHANNEL LETTERS/CANS
BLACK TRIM CAP AND RETURN
WHITE ACRYLIC FACES
TRANS. DIGITALLY PRINTED VINYL
LIT WITH SAVER 3 LEDS

AFTER IMAGE: 3/16" = 1'



FACE COLOR: SEE ABOVE
TRIM COLOR/SIZE: BLACK
RETURN COLOR/SIZE: BLACK
LIGHTING TYPE: SAVER 3 LEDS

OF STROKES: 1
PHOTO EYE: TBD
ADDITIONAL NOTES:

SALESMAN: DARYL KIRT DATE: 3/21/17
LOCATION: WAITE PARK, MN SQ FT:
DRAWN BY: RYAN UNGER SCALE: SEE ABOVE

CHANNEL LETTER/LOGO

The client warrants that the subject matter to be printed is not copyrighted by a third party. The client also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The client further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the client agrees to indemnify and hold Scenic Sign harmless for all liability, damages and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

WO: #



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

PROPOSAL
Proposal #: 17948

Proposal Date: 05/01/17
 Customer #: 2301
 Page: 1 of 3

SOLD TO:	JOB LOCATION:
CITY OF WAITE PARK 19 13TH AVE N WAITE PARK MN 56387	CITY OF WAITE PARK 19 13TH AVE N WAITE PARK MN 56387 REQUESTED BY: SHAUNNA

SCENIC SIGN CORPORATION (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	QUOTE #15741 FABRICATE/INSTALL (1) 30" LOGO (1) 18"SET OF L.E.D. LIT CHANNEL LETTERS, BLUE, GREEN, DUAL COLOR OVERLAYS.	\$5,445.00	\$10,890.00
2	QUOTE #15742 FABRICATE/INSTALL (1) 30" LOGO (1) 18"SET OF L.E.D. LIT CHANNEL LETTERS, BLUE, GREEN, OVERLAYS.	\$5,445.00	\$10,890.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER.

THIS PRICE DOES NOT INCLUDE PRIMARY ELECTRICAL SUPPLY AND CONNECTION. PERMIT AND ENGINEERING FEES AS REQUIRED BY GOVERNMENT WILL BE ADDED AT ACTUAL COST PLUS PROCUREMENT FEE. STATE SALES TAX IS INCLUDED UNLESS SPECIFICALLY STATED OTHERWISE.

A FEE FOR DISPOSAL OF HAZARDOUS WASTE CONTAINED IN SIGNS AND MATERIALS REMOVED FROM CUSTOMER'S PROPERTY WILL BE ADDED TO THE FINAL INVOICE.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Company shall not be

COMPANY INITIALS _____

CUSTOMER INITIALS _____



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

PROPOSAL Proposal #: 17948

Proposal Date: 05/01/17
Customer #: 2301
Page: 2 of 3

responsible for errors in plans, designs, specifications or drawings furnished by PURCHASER or for defects caused thereby.

2. A. The company agrees to secure all necessary governmental permits. The purchaser agrees to secure all necessary permits from the building owner and/or others whose permission is required for the installation of this display and he assumes all liability with regard to same and all liability, public and otherwise, for damages caused by the display or by reason of it being on or attached to the premises. Purchaser agrees to secure all necessary permission for use of all registered trademarks or copyrights used on the display.

2. B. All necessary electrical wiring, outlets and connections to the display from the building meter and/or fuse panel will be properly fused and installed, at the expense of the Purchaser.

2. C. INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE EXCESS ROCK OR OTHER UNFORESEEABLE FOUNDATION CONDITIONS ARE ENCOUNTERED; ADDITIONAL CHARGES WILL BE INCURRED IF THESE CONDITIONS EXIST.

2. D. ALL PRIVATE UNDERGROUND UTILITIES IN THE AREA OF EXCAVATION ARE TO BE MARKED BY THE CUSTOMER, AT THEIR EXPENSE, PRIOR TO EXCAVATION. SCENIC SIGN CORPORATION SHALL NOT BE HELD RESPONSIBLE FOR DAMAGES RELATED TO THE STRIKING OF ANY UNMARKED PRIVATE UTILITIES, OR DAMAGES TO ANY PERSON, BUSINESS OR PROPERTY AS A RESULT OF THIS EXCAVATION, INCLUDING BUT NOT LIMITED TO ELECTRICAL, IRRIGATION, GAS, SURVEILLANCE OR ANY OTHER UNDERGROUND UTILITY.

3. Company warrants the display against defective workmanship in construction and assembly for one (1) year from date of shipment or installation, if installation is made by Company. Additionally, Company will replace defective components manufactured by others for one (1) year from date of shipment or installation by Company, unless specifically stated otherwise, for normal labor and travel charges only. Any part found by Company to be defective due to faulty workmanship or materials, if returned prepaid, within the warranty period, will be repaired or replaced f.o.b. point of production. Company shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there is any circumstance on which a claim might be based, Company must be informed immediately or the provisions of this warranty are voided.

4. Any items not shipped or installed on or before 60 days from contract date will be invoiced in full at the designated unit price, and PURCHASER hereby agrees to pay said invoice per above items. It is agreed that storage charges shall accrue at the rate of one percent (1%) per month of the price of the display commencing at the end of said 60-day period. Company, at its option, may invoice each item called for in the proposal separately upon completion, or, if for reasons beyond its control completion is delayed, it may invoice for that portion of the work completed during any given month. Under no condition, will any item be held beyond 60 days after completion. In the event that size and weight of any item prohibits storage by Company on its own property, Purchaser must make arrangements for shipments immediately upon completion.

5. Payment for items purchased under the terms of the contract will be made on receipt of invoices submitted. In the event payment is not made as agreed, PURCHASER agrees to pay a service charge on past due amounts from the times they are due, thirty (30) days from invoice date, at the rate of one and one half percent (1½%) per month. In the event this contract is placed for collection or if collected by suit or through any Court, reasonable attorneys' fees shall be added.

6. All applicable taxes payable under the laws of the State of Minnesota are included in the price quoted. Taxes due in other states may be additional as noted in the specifications section of this document.

7. Company will not be responsible for delays in shipments caused by delays created by supplies or transportation services or by labor disputes or due to any other circumstances beyond its control.

8. Title to all unincorporated materials and property covered by this contract shall remain in and be the property of the Company until the purchase price is paid in full. The Company reserves the right to enter any job site and reclaim all materials or property used or intended to be used in this construction of said equipment in the event of default by Purchaser, including, but not limited to, payment of any amounts

COMPANY INITIALS _____

CUSTOMER INITIALS _____



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

PROPOSAL
Proposal #: 17948

Proposal Date: 05/01/17
Customer #: 2301
Page: 3 of 3

due and payable in accordance with terms of this contract. The Company retains a security interest in the materials and equipment whether or not incorporated into a project or realty until the Company has been paid in full, notwithstanding the manner in which the personal property has been annexed or attached to the realty. The Purchaser agrees to execute appropriate Commercial Code forms to provide to the Company a Perfected security interest.

9. It is agreed that this contract shall be construed according to the laws of the State of Minnesota.

10. When this contract is signed by a duly authorized person of each party, all provisions contained herein become integral parts of this contract, and there is no other agreement or understanding of any nature concerning same unless such agreement or understanding, if any, is specifically incorporated here by reference.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____

Agenda Item No. 7b
Issue: Administrator Update

Updates will be presented at the time of the meeting.

ADJOURNMENT

Respectfully submitted,

Shaunna Johnson, Administrator