

**AGENDA**  
**SARTELL CITY COUNCIL**  
**Monday, February 8, 2016**  
**Sartell City Hall**  
**6:00 P.M.**

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**1. PLEDGE OF ALLEGIANCE**

**2. AGENDA REVIEW AND ADOPTION**

**3. OPEN FORUM/PUBLIC COMMENT** *(up to 5 speakers allowed for up to 3 minutes each – no Council response or action is given to open forum comments other than possible referral to City staff or a City Board/Commission)*

**4. APPROVAL OF CITY COUNCIL MINUTES**

- a. January 25, 2016 - Regular Meeting

**5. CONSENT AGENDA**

- a. Acceptance of Building Permit Activity Report
- b. Acceptance of Inspections Activity Report
- c. Acceptance of Technology Report
- d. Acceptance of Fire Department Report
- e. Approval of voucher payments
- f. Approval of School Resource Officer updated Memorandum of Understanding
- g. Approval of BCA Joint Powers & CJDN Subscriber Agreements
- h. Approval of Dept. of Public Safety Grant Agreement
- i. Approval of Budgeted Phone System Replacement
- j. Approval of Resolution Appointing Fire Officers
- k. Approval of Engineering Proposal for 4<sup>th</sup> Ave. South Design Services
- l. Approval of East Side Utility Crossing Feasibility
- m. Approval of MSA Advance Resolution
- n. Approval of Damon Farber Proposal

**6. PUBLIC HEARINGS**

**7. OLD BUSINESS**

- a. Area Legislative Priorities

**8. NEW BUSINESS**

- a. Park Lease Agreements
- b. 2016 Public Works Equipment

**9. DEPARTMENT REPORTS**

- a. Police Department**
  - Monthly Report

**b. Public Works**

- Monthly Report

**c. City Engineer**

- Monthly Report

**d. Planning & Community Development Director**

- Monthly Report

**e. City Administrator**

- Monthly Report

**10. CITY COUNCIL UPDATES & MISCELLANEOUS BUSINESS**

**11. ADJOURN**

**CITY COUNCIL MEETING  
MINUTES OF JANUARY 25, 2016**

Pursuant to due call and notice thereof, a regular meeting of the Sartell City Council was held on January 25, 2016 in the Council Chambers of Sartell City Hall. Mayor Sarah Jane Nicoll called the meeting to order at 6: 00 p.m.

COUNCIL PRESENT: Mayor Nicoll, Council Members: Braig-Lindstrom, Hennes, Lynch, Peterson  
COUNCIL ABSENT: None  
STAFF PRESENT: Mary Degiovanni, City Administrator  
Anita Rasmussen, Community Development Director  
Mike Nielson, Engineer  
Dale Struffert, Deputy Police Chief  
Brad Borders, Public Works Director  
Judy Molitor, Secretary  
ALSO PRESENT: Murray Mack, Community Center Project Architect  
Lyle Mathiasen, Community Center Project Operations Consultant

**PLEDGE OF ALLEGIANCE**

**AGENDA REVIEW AND ADOPTION**

**A MOTION WAS MADE BY COUNCIL MEMBER BRAIG-LINDSTROM AND SECONDED BY MEMBER LYNCH ADOPTING THE AMENDED AGENDA. THE MOTION CARRIED UNANIMOUSLY.**

**OPEN FORUM/PUBLIC COMMENT**

There were no comments.

**SPECIAL PRESENTATION**

- a. Johnson Controls – Energy Efficiency Opportunities

Trish Curtis, representing Johnson Controls, overviewed a power point presentation and gave a brief recap of previous meetings held with City staff to consider potential saving opportunities within the City's various departments. Ms. Curtis talked about prioritizing needs and explained their energy savings guarantees.

**A MOTION WAS MADE BY COUNCIL MEMBER PETERSON AND SECONDED BY MEMBER LYNCH APPROVING A PROJECT DEVELOPMENT AGREEMENT WITH JOHNSON CONTROLS INC. IN THE AMOUNT OF \$19,700. THE MOTION CARRIED UNANIMOUSLY.**

**APPROVAL OF CITY COUNCIL MINUTES**

- a. December 14, 2015, Regular Meeting Minutes

**A MOTION WAS MADE BY COUNCIL MEMBER LYNCH AND SECONDED BY MEMBER HENNES APPROVING MINUTES OF DECEMBER 14, 2015.**

**UPON VOTE BEING TAKEN THE FOLLOWOING VOTED:**

**AYE: MAYOR NICOLL, COUNCIL MEMBERS: HENNES, LYNCH, PETERSON**

**NAY: COUNCIL MEMBER BRAIG-LINDSTROM**

**MOTION CARRIED**

## **CONSENT AGENDA**

- a. Acceptance of Building Permit Activity Report
- b. Acceptance of Inspections Activity Report
- c. Acceptance of Technology Report
- d. Approval of voucher payments
- e. Approval of 2016 refuse hauler licenses
- f. Approval of Resolution Making Annual Designations
- ~~g. Approval of Public Works Equipment Sale & Purchase~~
- h. Setting annual meeting of Economic Development Authority for 5:30 pm on March 14, 2016
- ~~i. Acceptance of firefighter resignation~~
- j. Approval of Temporary on Sale liquor license – St. Francis Xavier
- k. Approval of Purchase of Budgeted PD Thermal Imagers
- l. Approval of Council Chambers Audio Upgrades
- m. Approval of Mighty Ducks Change Order/Project Closeout
- n. Approval of Resolution on JK Storage ROW Acquisition
- o. Approval of 2016 State Aid Mileage
- p. Approval of Fire Dept. Report

Council member Braig-Lindstrom removed Consent Agenda items g and i.

**A MOTION WAS MADE BY COUNCIL MEMBER PETERSON AND SECONDED BY MEMBER LYNCH APPROVING CONSENT AGENDA ITEMS A-P, REMOVING ITEMS G AND I FOR SEPARATE DISCUSSION. THE MOTION CARRIED UNANIMOUSLY.**

### **CONSENT AGENDA ITEM G** Approval of Public Works Equipment Sale & Purchase

Council member Braig-Lindstrom questioned if this item came to the Council before and Degiovanni clarified that it was on a previous agenda, but was removed by staff.

**A MOTION WAS MADE BY COUNCIL MEMBER BRAIG-LINDSTROM AND SECONDED BY MEMBER PETERSON APPROVING CONSENT AGENDA ITEM G. THE MOTION CARRIED UNANIMOUSLY.**

### **CONSENT AGENDA ITEM I** Acceptance of firefighter resignation

Council member Braig-Lindstrom acknowledged Dale Bidinger for his years of service on the Fire Department.

**A MOTION WAS MADE BY COUNCIL MEMBER BRAIG-LINDSTROM AND SECONDED BY MEMBER LYNCH APPROVING CONSENT AGENDA ITEM I. THE MOTION CARRIED UNANIMOUSLY.**

## **PUBLIC HEARINGS**

- a. **Conditional Use Permit – Pinecone Regional Park Parking Lot**

Engineer Nielson presented the request for approval of a Conditional Use Permit to allow for the construction of a 283 stall parking lot which will require placement of approximately 15,000 cubic yards of fill within Pinecone Regional Park. Nielson outlined the area in the park where the fill is needed.

Council member Brag-Lindstrom said she struggles with the loss of green space. Council member Peterson talked about the need for a parking lot for hockey tournaments as well as concerts and special events held at the arena.

Mayor Nicoll opened the public hearing at 6:52 p.m. No comments were heard from the public and the hearing was closed. One written comment letter was received and included as part of the public record.

**A MOTION WAS MADE BY COUNCIL MEMBER PETERSON AND SECONDED BY MEMBER LYNCH APPROVING RESOLUTION 2-2016, FINDINGS OF FACT RELATING TO A REQUEST FOR A CONDITIONAL USE PERMIT FOR THE PLACEMENT OF FILL FOR THE PURPOSES OF A PARKING LOT IN A FLOODWAY DISTRICT AT THE PINECONE REGIONAL PARK. THE MOTION CARRIED UNANIMOUSLY.**

**A MOTION WAS MADE BY COUNCIL MEMBER PETERSON APPROVING RESOLUTION 3-2016, APPROVING THE ISSUANCE OF A CONDITIONAL USE PERMIT AND DECLARING THE TERMS OF THE PERMIT IN A FLOODWAY. THE MOTION CARRIED UNANIMOUSLY.**

**a. Conditional Use Permit – Winner’s of Sartell**

Anita Rasmussen, Community Development Director, presented the request from Winner’s for approval of an outdoor patio area on the north side of their existing building. Rasmussen outlined the eight conditions of approval which are part of the resolution approval.

7:05 p.m. Mayor Nicoll opened the public hearing. There were no written or oral comments received and the hearing was closed.

**A MOTION WAS MADE BY COUNCIL MEMBER PETERSON AND SECONDED BY MEMBER LYNCH APPROVING RESOLUTION 4-2016 ADOPTING FINDINGS OF FACT RELATING TO A REQUEST FOR A CONDITIONAL USE PERMIT FOR THE PURPOSE OF HAVING A SEASONAL OUTDOOR PATIO FOR WINNER’S OF SARTELL. THE MOTION CARRIED UNANIMOUSLY.**

**A MOTION WAS MADE BY COUNCIL MEMBER PETERSON AND SECONDED BY MEMBER HENNES ADOPTING RESOLUTION 5-2016 APPROVING THE CONDITIONAL USE PERMIT FOR THE PURPOSE OF HAVING AN OUTDOOR PATIO. THE MOTION CARRIED UNANIMOUSLY.**

**OLD BUSINESS**

**a. Community Center**

Murray Mack, Community Center Project Architect, presented an overview of the community center design and the changes made to the project. Discussion items included the location of amenities within the building, design of workstations and additional future amenities, and setback of the community center to Lake Francis.

**NEW BUSINESS**

**a. 2016 Sealcoat Project**

City Engineer Nielson outlined the areas for the 2016 sealcoat project.

**A MOTION WAS MADE BY COUNCIL MEMBER HENNES AND SECONDED BY MEMBER BRAIG-LINDSTROM AUTHORIZING PREPARATION OF PLANS AND SPECS FOR THE 2016 SEALCOAT PROJECT FOR STREETS OUTLINED BY THE CITY ENGINEER. THE MOTION CARRIED UNANIMOUSLY.**

**DEPARTMENT REPORTS**

**a. Police Department**

Deputy Police Chief Dale Struffert presented the Police Department report.

**b. Public Works**

Director Borders presented his report and gave an update on the progress of flooding the skating rinks and grooming the trails.

**c. City Engineer**

Engineer Nielson presented his report.

**d. Planning & Community Development Director**

Director Rasmussen presented her report.

**e. City Administrator**

Administrator Degiovanni presented her report.

**CITY COUNCIL UPDATES & MISCELLANEOUS BUSINESS**

Council members gave updates on various meetings and community events.

**ADJOURN**

**A MOTION WAS MADE BY COUNCIL MEMBER LYNCH AND SECONDED BY MEMBER HENNES TO ADJOURN THE MEETING AT 9:10 P.M. THE MOTION CARRIED UNANIMOUSLY.**

**Minutes By:**

\_\_\_\_\_  
**Judy Molitor, Administrative Secretary**

\_\_\_\_\_  
**Sarah Jane Nicoll, Mayor**

City of Sartell

Construction Activity Report January 2016

<b>TOTALS:</b>	<b>Jan-12</b>	<b>Jan-13</b>	<b>Jan-14</b>	<b>Jan-15</b>	<b>Jan-16</b>
Single Family Permits	0	0	0	2	2
Single Family Permits YTD	0	0	0	2	2
Single Family Valuation	\$0.00	\$0.00	\$0.00	\$410,000.00	\$580,000.00
Single Family Valuation YTD	\$0.00	\$0.00	\$0.00	\$410,000.00	\$580,000.00
Residential Remodel Permits	17	19	7	4	17
Residential Remodel Permits YTD	17	19	7	4	17
Residential Remodel Valuation	\$60,000.00	\$110,300.00	\$112,500.00	\$109,500.00	\$221,000.00
Residential Remodel Valuation YTD	\$60,000.00	\$110,300.00	\$112,500.00	\$109,500.00	\$221,000.00
Commercial Permits	4	6	2	0	1
Commercial Permits YTD	4	6	2	0	1
Commercial Valuation	\$463,500.00	\$975,449.00	\$14,500.00	\$0.00	\$12,500.00
Commercial Valuation YTD	\$463,500.00	\$975,449.00	\$14,500.00	\$0.00	\$12,500.00
Multi Family Permits	3	0	0	0	1
Multi Family Permits YTD	3	0	0	0	1
Number of Units	38	0	0	0	0
Number of Units YTD	38	0	0	0	0
Multi Family Valuation	\$4,059,133.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Multi Family Valuation YTD	\$4,059,133.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Plumbing Permits	18	13	11	18	19
Plumbing Permits YTD	18	13	11	18	19
Plumbing Valuation	\$0.00	\$0.00	\$5,000.00	\$3,800.00	\$21,700.00
Plumbing Valuation YTD	\$0.00	\$0.00	\$5,000.00	\$3,800.00	\$21,700.00
Mechanical Permits	14	21	19	12	20
Mechanical Permits YTD	14	21	19	12	20
Mechanical Valuation	0	0	\$250,000.00	\$15,400.00	\$8,600.00
Mechanical Valuation YTD	0	0	\$250,000.00	\$15,400.00	\$8,600.00
Fire Alarm Permits	3	1	0	0	0
Fire Alarm Permits YTD	3	1	0	0	0
Fire Alarm Valuation	\$35,034.50	\$14,121.00	\$0.00	\$0.00	\$0.00
Fire Alarm Valuation YTD	\$35,034.50	\$14,121.00	\$0.00	\$0.00	\$0.00
Sprinkler System Permits	2	1	0	3	1
Sprinkler System Permits YTD	2	1	0	3	1
Sprinkler System Valuation	\$6,650.00	\$11,271.42	\$0.00	\$25,830.00	\$2,790.00
Sprinkler System Valuation YTD	\$6,650.00	\$11,271.42	\$0.00	\$25,830.00	\$2,790.00
Zoning Permits	0	0	0	0	0
Zoning Permits YTD	0	0	0	0	0
<b>Total Combined Permits</b>	<b>61</b>	<b>61</b>	<b>39</b>	<b>39</b>	<b>61</b>
<b>Total Combined Permits YTD</b>	<b>61</b>	<b>61</b>	<b>39</b>	<b>39</b>	<b>61</b>
<b>Combined Permit Valuation</b>	<b>\$4,624,317.50</b>	<b>\$1,111,141.42</b>	<b>\$382,000.00</b>	<b>\$564,530.00</b>	<b>\$847,590.00</b>
<b>Combined Permit Valuation YTD</b>	<b>\$4,624,317.50</b>	<b>\$1,111,141.42</b>	<b>\$382,000.00</b>	<b>\$564,530.00</b>	<b>\$847,590.00</b>

City of Sartell  
 Building Department  
 Inspection Activity  
 January 2016

Building Inspections		# of Inspections	YTD Inspections	LYTD	
	Residential	85	85	112	
	Commercial	13	13	34	
	Multifamily	29	29	2	
	Total	127	127	148	
Fire Inspections		Type & # of ins expected	# of Inspections	YTD Inspections	LYTD
	Business (65)		3	3	1
	Church (3)		0	0	0
	Education (7)		0	0	0
	Factory (1)		0	0	0
	Institution (1)		0	0	0
	Medical (22)		0	0	0
	Multifamily (21)		1	1	0
	Restaurant (8)		0	0	0
	Retail (19)		0	0	0
	Daycare/Foster		3	3	2
	Total (147)		7	7	3
Rental Inspections		# of Inspections	YTD	LYTD	
	SFD	23	23	31	
	Multifamily	14	14	11	
	Total	37	37	42	
Zoning Inspection		# of Inspections	YTD	LYTD	
	Shed	0	0	0	
	Fence	0	0	0	
	Lawn Irrigation	0	0	0	
	Curb Cut	0	0	0	
	Pool	0	0	0	
	Decks	0	0	0	
	Parking Pad	0	0	0	
	Land Disturbance	0	0	0	
	Total	0	0	0	
Fire Response		Responses	YTD	LYTD	
	Fire	0	0	0	
	Emer. Response	1	1	0	
	CO	0	0	0	
	Gas Leak	1	1	0	
	Alarm	1	1	0	
	Other	0	0	0	
	Total	3	3	0	
Fire Department		Responses	YTD	LYTD	
	Truck Check	0	0	0	
	Mtg.	0	0	0	
	Fire Flows	0	0	0	
	Other	6	6	3	
	Total	6	6	3	
Emer. Mgmt.				LYTD	
		0	0	0	
Complaints				LYTD	
		0	0	0	
Hazardous and/or sub standard buildings				LYTD	
		0	0	1	
Meetings				LYTD	
				0	

## **I.T. Department Monthly Update**

**Submitted by Rebecca Wicklund**

**January 2016**

### **I.T. and Technology**

**General:**

A bid for a new phone system is included in your packet. As you know, representatives from staff and our consultant Brenda from Inteleconnect, have been working hard for the past few months getting, reviewing and analyzing bids for a new phone system for the City of Sartell. Our current system was installed in 2001 and has served the city well, however, the phone system at the Police Department is at capacity and it is time to replace and expand our dated phone system. The committee has decided that the best fit for the City would be a system provided by Aitech which offers a hosted phone system product. More about this company and offerings can be found in your packet. This phone system is easily expandable and will service the Community Center as well when that is brought online.

On new council chambers audio upgrade has been ordered, we are looking at install date of the week of February 15<sup>th</sup>. So hopefully if all goes as planned, everything should be online for the February 22<sup>nd</sup> meeting.

**City Departments:**

Spent time configuring and installing new computer for City Planner. Provided support to fix a few computers issues at P.D. and P.W. department.

Also, a big thank you for letting me attend the Laserfiche National Conference. This is a great conference where users get the change to do a lot of hands on training with the Laserfiche program and learn more about additional components. We use this program currently at City Hall to do all of our records retention, so learning how to troubleshoot and use the program to a greater potential was invaluable.

### **SeeClickFix**

The January SeeClickFix monthly report is attached.



# Sartell, MN

## Between Jan 01, 2016 and Feb 01, 2016

13 issues were opened

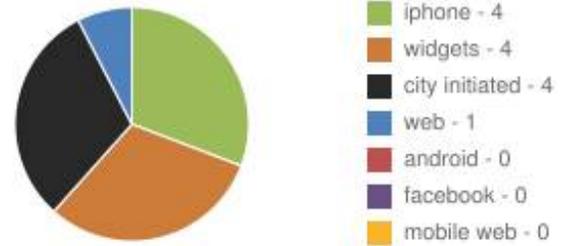
7 issues were acknowledged

11 issues were closed

The average time to acknowledge was 3.7 days.

The average time to close was 2.2 days.

Issues by Source



SERVICE REQUEST TYPE	OPENED	ACKNOWLEDGED	CLOSED	DAYS TO ACK.	DAYS TO CLOSE
Street Light Out	2	2	2	1.8	1.8
Parking Issue	2	2	1	6.0	7.0
Icy Road Condition	2	0	2	0.0	0.3
Snow Plow Issue	2	0	2	0.0	1.3
Other	1	1	1	8.0	8.0
Public Safety Concern	1	1	1	0.3	0.3
Garbage Issues - Public Property	1	0	1	0.0	0.0
Noise Issues	1	1	0	1.8	0.0
Sidewalk/Bike Path Issue	1	0	1	0.0	1.7
Abandoned Items	0	0	0	0.0	0.0
Broken Glass	0	0	0	0.0	0.0
Building without a Permit	0	0	0	0.0	0.0
Burning/Fire Pit Issue	0	0	0	0.0	0.0
Construction Issues	0	0	0	0.0	0.0
Dead Animal Collection	0	0	0	0.0	0.0
Fallen Tree	0	0	0	0.0	0.0
Fire Hydrant Issue	0	0	0	0.0	0.0
Garbage Issues- Private Property	0	0	0	0.0	0.0

Graffiti	0	0	0	0.0	0.0
High Grass/Weeds	0	0	0	0.0	0.0
Illegal Signs	0	0	0	0.0	0.0
Low Water Pressure	0	0	0	0.0	0.0
Missing Street Sign	0	0	0	0.0	0.0
Park Issue/Maintenance	0	0	0	0.0	0.0
Pothole	0	0	0	0.0	0.0
Rental Property Issues	0	0	0	0.0	0.0
Request Street Lights	0	0	0	0.0	0.0
Request Street Signs	0	0	0	0.0	0.0
Sediment and Erosion Control	0	0	0	0.0	0.0
Sewer/Water Backup	0	0	0	0.0	0.0
Special Request	0	0	0	0.0	0.0
Street Cleaning Request	0	0	0	0.0	0.0
Street Light Stuck On	0	0	0	0.0	0.0
Street Repair	0	0	0	0.0	0.0
Traffic Signal Issue	0	0	0	0.0	0.0
Unoperable Vehicles on Private Property	0	0	0	0.0	0.0
Zoning Issues	0	0	0	0.0	0.0

GEOGRAPHY	OPENED	ACKNOWLEDGED	CLOSED	DAYS TO ACK.	DAYS TO CLOSE
City boundary	13	7	11	3.7	2.2



# Sartell Fire Department

Proudly Serving The City of Sartell since 1920

## Monthly Report for January, 2016

### Meetings & Drills

01/11/2016: EMR refresher class

01/19/2016: Monthly Drill: Department split into two groups and sent one group to Middletown apartments and the other group to tour DeZurik. At Middletown there was a representative from Brother's Fire and Butch Rieland to instruct on annunciator panel operation, water flow, risers, smoke detectors, and elevator operations.

At DeZurik the firefighters were taken on a tour to familiarize themselves with the building and the hazards within.

### Monthly Incidents:

Incident	Date	Time	Type of Incident
16-000009	01/24/2016	01:28:00	Gas leak (natural gas or LPG)
16-000008	01/22/2016	08:15:00	Building fire
16-000007	01/18/2016	04:45:00	Smoke detector activation, no fire
16-000006	01/17/2016	16:27:00	Electrical wiring/equipment problem
16-000005	01/12/2016	07:15:00	Passenger vehicle fire
16-000004	01/08/2016	10:57:00	Dispatched & cancelled en route
16-000003	01/06/2016	06:46:00	Gas leak (natural gas or LPG)
16-000002	01/01/2016	12:37:02	Good intent call, Other
16-000001	01/01/2016	00:02:14	Smoke or odor removal

Year to Date comparison from 2015 (8) incidents 2016 (9) incidents

Respectfully Submitted By

Claude Dingmann 1<sup>st</sup> Asst, Chief

**CITY OF SARTELL**  
**Vendor Transactions-Agenda Packet**

CHECK	Check Date	Batch Name	Invoice	Amount	Comments
<b>Search Name ADAMSON INDUSTRIES CORP</b>					
		0216PD01	130621	\$539.95	EQUIP-NEW SQUADS
		0216PD01	130693	\$439.85	EQUIP-NEW SQUADS
<b>Search Name ADAMSON INDUSTRIES CORP</b>				\$979.80	
<b>Search Name AMERICAN PRESSURE INC</b>					
		0216PW01	88962	\$115.62	REPAIRS-PRESSURE WASHER
<b>Search Name AMERICAN PRESSURE INC</b>				\$115.62	
<b>Search Name AMERIPRIDE LINEN/APPAREL SERV</b>					
		0216PW01	2200742149	\$44.90	TOWELS,MOPS,MATS-PLANTS
		0216PW01	2200742150	\$50.85	TOWELS,MOPS,MATS-PLANTS
		0216PW01	2200742151	\$45.76	TOWELS,MOPS,MATS-PLANTS
		0216PW01	2200742154	\$29.07	UNIFORMS
		0216PW01	2200742154	\$3.20	MATS,TOWELS,MOPS-MAINT
		0216PW01	2200742154	\$14.66	UNIFORMS
		0216PW01	2200742154	\$7.24	UNIFORMS
		0216PW01	2200742154	\$43.62	UNIFORMS
		0216PW01	2200744708	\$33.07	MATS,TOWELS,MOPS-MAINT
		0216PW01	2200744708	\$43.62	UNIFORMS
		0216PW01	2200744708	\$14.66	UNIFORMS
		0216PW01	2200744708	\$29.07	UNIFORMS
		0216PW01	2200744708	\$7.24	UNIFORMS
		0216PD01	2200744709	\$55.05	TOWELS,MATS-PD
		0216ADM01	2200744715	\$46.27	TOWELS,MATS-HALL
068677	2/1/2016	0216PPD01	2210046687	\$37.88	UNIFORMS
068677	2/1/2016	0216PPD01	2210046687	\$37.88	UNIFORMS
<b>Search Name AMERIPRIDE LINEN/APPAREL SERV</b>				\$544.04	
<b>Search Name ANDERSON METAL FABRICATING</b>					
		0216PW01	1433	\$445.50	STREET SIGNS
		0216PW01	1434	\$38.00	REPAIRS-PLOW
		0216PW01	1479	\$488.00	STEEL TOOL BOX
<b>Search Name ANDERSON METAL FABRICATING</b>				\$971.50	
<b>Search Name ANDY S TOWING LLC</b>					
		0216PD01	168735	\$65.00	VEHICLE TOWING
<b>Search Name ANDY S TOWING LLC</b>				\$65.00	
<b>Search Name AT&amp;T MOBILITY</b>					
		0216PW01	287256356792X01	\$30.00	IPAD SERV-JOHN
		0216PW01	287256356792X01	\$98.88	PHONE SERV
		0216PW01	287256356792X01	\$11.61	PHONE SERV
<b>Search Name AT&amp;T MOBILITY</b>				\$140.49	
<b>Search Name BANYON DATA SYSTEMS INC</b>					
		0216ADM01	00153915	\$485.00	POS SUPPORT
		0216ADM01	00153915	\$295.00	UB METER DEVICE SUPPORT
<b>Search Name BANYON DATA SYSTEMS INC</b>				\$780.00	
<b>Search Name BOUND TREE MEDICAL LLC</b>					
		0216PD01	82019686	\$98.78	EQUIP-NEW SQUADS
		0216PD01	82026693	\$1,994.51	EQUIP-NEW SQUADS
		0216PD01	82034062	\$175.00	EQUIP-NEW SQUADS
		0216PD01	82041255	\$50.48	EQUIP-NEW SQUADS

**CITY OF SARTELL**  
**Vendor Transactions-Agenda Packet**

CHECK	Check Date	Batch Name	Invoice	Amount	Comments
<b>Search Name BOUND TREE MEDICAL LLC</b>				\$2,318.77	
<b>Search Name BRODA, TIM</b>					
		0216PD01	28092	\$3.00	PARKING-HCMC INVEST
<b>Search Name BRODA, TIM</b>				\$3.00	
<b>Search Name CDW GOVERNMENT, INC.</b>					
		1215ADM05	BKT5922	-\$54.72	IPAD FOLIO
		0216ADM01	BTR7078	\$259.05	COMPUTER-ANITA
		0216ADM01	BVP7638	\$744.06	COMPUTER-ANITA
<b>Search Name CDW GOVERNMENT, INC.</b>				\$948.39	
<b>Search Name CENTRAL HYDRAULICS INC</b>					
		0216PW01	0073151	\$24.57	REPAIRS-DUMP TRUCK
		0216PW01	0073185	\$510.51	REPAIRS-PLOW
<b>Search Name CENTRAL HYDRAULICS INC</b>				\$535.08	
<b>Search Name CENTRAL LOCKSMITHS</b>					
		0216ADM01	125692	\$100.00	LOCK REPAIRS-HALL
		0216PD01	125820	\$25.00	SQUAD 8
		0216PW01	126488	\$100.00	LOCK REPAIRS-BERNICKS RINK
<b>Search Name CENTRAL LOCKSMITHS</b>				\$225.00	
<b>Search Name CENTRAL MCGOWAN, INC.</b>					
		0216PW01	00059520	\$18.60	CYLINDER RENTAL
		0216PW01	00914116	\$70.10	SHOP SUPPLIES
<b>Search Name CENTRAL MCGOWAN, INC.</b>				\$88.70	
<b>Search Name CHARTER COMMUNICATIONS</b>					
068673	1/29/2016	0116PPD03	835230105015776	\$88.52	INTERNET/TV-FD
068673	1/29/2016	0116PPD03	835230105018283	\$27.60	TV SERV-HALL
068673	1/29/2016	0116PPD03	835230105018283	\$70.00	INTERNET-HALL
068673	1/29/2016	0116PPD03	835230105018589	\$64.99	INTERNET SERV-PLANTS
068673	1/29/2016	0116PPD03	835230105019398	\$72.74	INTERNET/TV-MAINT
068673	1/29/2016	0116PPD03	835230105019617	\$74.99	INTERNET SERV-PLANTS
<b>Search Name CHARTER COMMUNICATIONS</b>				\$398.84	
<b>Search Name CLIMATE AIR INC</b>					
		0216PW01	36606	\$276.66	REPAIRS-MAINT SHOP
<b>Search Name CLIMATE AIR INC</b>				\$276.66	
<b>Search Name COLONIAL LIFE</b>					
		0216ADM01	35063136-020158	\$53.00	PAYROLL DEDUCTIONS-JAN
		0216ADM01	35063136-020158	\$89.10	PAYROLL DEDUCTIONS-JAN
<b>Search Name COLONIAL LIFE</b>				\$142.10	
<b>Search Name COMM OF MMB TREAS DIV</b>					
		1215PD05	4THQTR2015	\$180.00	4TH QTR 2015 ADMIN TRAFFIC FINES
<b>Search Name COMM OF MMB TREAS DIV</b>				\$180.00	
<b>Search Name CRESCENT ELECTRIC SUPPLY</b>					
		0216PW01	S501593463.001	\$144.00	BULBS-MAINT
<b>Search Name CRESCENT ELECTRIC SUPPLY</b>				\$144.00	
<b>Search Name EFTPS VOICE RESPONSE SYSTEM</b>					
002754E	2/1/2016	0216PPD01	01-29-2016	\$1,420.98	01/29 EMPLOYEE MEDICARE

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
002755E	2/2/2016	0216PPD01	01-29-2016	\$129.38	01/29 EMPLOYEE MEDICARE
002754E	2/1/2016	0216PPD01	01-29-2016	\$3,543.41	01/29 EMPLOYEE FICA
002754E	2/1/2016	0216PPD01	01-29-2016	\$10,054.42	01/29 FED TAX W/HELD
002755E	2/2/2016	0216PPD01	01-29-2016	\$129.38	01/29 EMPLOYER MEDICARE
002754E	2/1/2016	0216PPD01	01-29-2016	\$3,543.41	01/29 EMPLOYER FICA
002754E	2/1/2016	0216PPD01	01-29-2016	\$1,420.98	01/29 EMPLOYER MEDICARE
002755E	2/2/2016	0216PPD01	01-29-2016	\$433.94	01/29 EMPLOYER FICA
002755E	2/2/2016	0216PPD01	01-29-2016	\$433.94	01/29 EMPLOYEE FICA
002755E	2/2/2016	0216PPD01	01-29-2016	\$193.05	01/29 FED TAX W/HELD
<b>Search Name EFTPS VOICE RESPONSE SYSTEM</b>				\$21,302.89	
<b>Search Name EMPOWER RETIREMENT</b>					
002753E	2/1/2016	0216PPD01	01-29-2016	\$1,837.88	01/29 PAYROLL DEDUCTION
002752E	2/1/2016	0216PPD01	01-29-2016	\$2,742.19	01/29 PAYROLL DEDUCTION
002753E	2/1/2016	0216PPD01	01-29-2016	\$184.62	01/29 EMPLOYER CONTR TO PENSION-A
<b>Search Name EMPOWER RETIREMENT</b>				\$4,764.69	
<b>Search Name EVOQUA WATER TECHNOLOGIES LLC</b>					
		0216PW01	902483986	\$11,781.35	BIOXIDE
<b>Search Name EVOQUA WATER TECHNOLOGIES LLC</b>				\$11,781.35	
<b>Search Name FASTENAL COMPANY</b>					
		0216PW01	MNSAU153503	\$72.20	REPAIRS-DUMP TRUCK
<b>Search Name FASTENAL COMPANY</b>				\$72.20	
<b>Search Name FINANCE AND COMMERCE</b>					
		0216ADM01	742556734	\$445.06	PUBLICATION-SAFE ROUTES TO SCHOOL
<b>Search Name FINANCE AND COMMERCE</b>				\$445.06	
<b>Search Name FIRST LAB</b>					
		1215PW05	FL00139111	\$85.90	RANDOM DRUG SCREEN
		1215PW05	FL00139111	\$42.95	RANDOM DRUG SCREEN
<b>Search Name FIRST LAB</b>				\$128.85	
<b>Search Name FRESHWATER SOCIETY</b>					
068679	2/3/2016	0216PPD01	2016	\$135.00	ROAD SALT SYMPOSIUM-THEN
068679	2/3/2016	0216PPD01	2016	\$135.00	ROAD SALT SYMPOSIUM-KOTHENBEUTE
<b>Search Name FRESHWATER SOCIETY</b>				\$270.00	
<b>Search Name GATR OF SAUK RAPIDS</b>					
		0216PD01	01P156005	\$91.70	REPAIRS-SQUADS
		0216PW01	01P157987	\$129.12	REPAIRS-DUMP TRUCK
		0216PW01	01P158111	\$84.59	SHOP SUPPLIES
		0216PW01	01P159099	\$11.97	REPAIRS-WATER VEHICLE
		0216PW01	01P159104	\$51.98	REPAIRS-WATER VEHICLE
<b>Search Name GATR OF SAUK RAPIDS</b>				\$369.36	
<b>Search Name GOPHER STATE ONE-CALL INC</b>					
		0216PW01	6000694	\$100.00	ANNUAL FACILITY OP FEE
<b>Search Name GOPHER STATE ONE-CALL INC</b>				\$100.00	
<b>Search Name GRAY, MATT</b>					
		0216PD01	012616	\$12.00	CRIMINAL INTERDICTION
		0216PD01	012716	\$12.00	CRIMINAL INTERDICTION
<b>Search Name GRAY, MATT</b>				\$24.00	

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<b>Search Name GREIMAN SILK SCREEN &amp; SIGN</b>				
	0216FD01	A39362	\$280.00	EMBROIDER FD JACKETS
<b>Search Name GREIMAN SILK SCREEN &amp; SIGN</b>				
			\$280.00	
<b>Search Name HATLINGFLINT</b>				
	0216ADM01	159087-0000	\$2,500.00	COMMUNITY CTR/FUNDRAISING
<b>Search Name HATLINGFLINT</b>				
			\$2,500.00	
<b>Search Name HAWKINS WTR TREATMENT GRP INC</b>				
	0216PW01	3825822	\$493.57	CHEMICALS
	0216PW01	3825823	\$493.57	CHEMICALS
	0216PW01	3825824	\$329.05	CHEMICALS
	0216PW01	3825824	\$1,580.10	REPAIRS-PLANT
<b>Search Name HAWKINS WTR TREATMENT GRP INC</b>				
			\$2,896.29	
<b>Search Name HOME DEPOT CRC</b>				
	0216PD01	88508	\$127.13	REPAIRS-PD CRUSER CABINET
<b>Search Name HOME DEPOT CRC</b>				
			\$127.13	
<b>Search Name IACP</b>				
	0216PD01	1001192154	\$150.00	MEMBERSHIP RENEWAL
<b>Search Name IACP</b>				
			\$150.00	
<b>Search Name INNOVATIVE OFFICE SOLUTIONS LL</b>				
	0216PD01	IN1060493	\$34.90	NOTARY STAMP-HANSON
<b>Search Name INNOVATIVE OFFICE SOLUTIONS LL</b>				
			\$34.90	
<b>Search Name INTEGRA TELECOM</b>				
	0216ADM01	13610480	\$194.23	PHONE SERVICE
	0216ADM01	13610480	\$38.17	PHONE SERVICE
	0216ADM01	13610480	\$9.71	PHONE SERVICE
	0216ADM01	13610480	\$9.72	PHONE SERVICE
	0216ADM01	13610480	\$194.23	PHONE SERVICE
	0216ADM01	13610480	\$58.26	PHONE SERVICE
	0216ADM01	13610480	\$38.84	PHONE SERVICE
	0216ADM01	13610480	\$77.68	PHONE SERVICE
	0216ADM01	13610480	\$194.23	PHONE SERVICE
	0216ADM01	13610480	\$203.64	PHONE SERVICE
	0216ADM01	13610480	\$38.18	PHONE SERVICE
	0216ADM01	13610480	\$38.18	PHONE SERVICE
	0216ADM01	13610480	\$114.49	PHONE SERVICE
	0216ADM01	13610480	\$114.49	PHONE SERVICE
	0216ADM01	13610480	\$361.46	PHONE SERVICE
	0216ADM01	13610480	\$80.78	PHONE SERVICE
<b>Search Name INTEGRA TELECOM</b>				
			\$1,766.29	
<b>Search Name INTELLIGENT WIRELESS MANAGEMEN</b>				
	0216PD01	10087	\$17.00	WIRELESS MANAGEMENT
	0216PW01	10087	\$17.00	WIRELESS MANAGEMENT
	0216PW01	10087	\$17.00	WIRELESS MANAGEMENT
<b>Search Name INTELLIGENT WIRELESS MANAGEMEN</b>				
			\$51.00	
<b>Search Name J P COOKE COMPANY</b>				
	0216ADM01	14307	\$177.50	DOG TAGS-2016
<b>Search Name J P COOKE COMPANY</b>				
			\$177.50	

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<b>Search Name KEEPRS INC</b>					
		1215FD05	295423	\$137.76	UNIFORMS-FD
		0216FD01	295423-01	\$8.99	UNIFORMS-FD
		1215FD05	296324	\$292.17	UNIFORMS-FD
		0216FD01	296324	\$25.00	UNIFORMS-FD
		0216PD01	296844	\$363.35	UNIFORMS-PD
		0216PD01	297448	\$83.36	SUPPLIES-PD
<b>Search Name KEEPRS INC</b>				\$910.63	
<b>Search Name KELLER, NATE</b>					
		0216ADM01	012616	\$54.22	EDAM CONF
<b>Search Name KELLER, NATE</b>				\$54.22	
<b>Search Name KEN HEIM REPAIR &amp; CONST LLC</b>					
		0216PW01	1066	\$15,000.00	2003 CHEVY 3500
<b>Search Name KEN HEIM REPAIR &amp; CONST LLC</b>				\$15,000.00	
<b>Search Name LEAGUE OF MN CITIES</b>					
		0216ADM01	224923	\$255.00	LEADERSHIP CONF-ANITA
		0216PD01	229871	\$20.00	LOSS CONTROL WORKSHOP-HUGHES
		0216ADM01	229944	\$20.00	LOSS CONTROL WORKSHOP-WICKLUND
<b>Search Name LEAGUE OF MN CITIES</b>				\$295.00	
<b>Search Name LEGGETTE BRASHERS &amp; GRAHAM INC</b>					
		1215PW05	201601257	\$337.62	LAGOON #3
		1215PW05	201601258	\$493.68	LANDFILL ANNUAL G-W MONITORING
<b>Search Name LEGGETTE BRASHERS &amp; GRAHAM INC</b>				\$831.30	
<b>Search Name LESTER, JOHN</b>					
		0216PD01	01/26-27/16	\$24.00	CRIMINAL INTERDICTION
<b>Search Name LESTER, JOHN</b>				\$24.00	
<b>Search Name LITTLE FALLS MACHINE INC.</b>					
		0216PW01	00057490	\$2,144.39	REPAIRS-PLOWS
<b>Search Name LITTLE FALLS MACHINE INC.</b>				\$2,144.39	
<b>Search Name LOCATORS &amp; SUPPLIES INC</b>					
		0216PW01	0241898-IN	\$128.10	SAFETY SUPPLIES
		0216PW01	0241898-IN	\$128.10	SAFETY SUPPLIES
		0216FD01	0241901-IN	\$363.09	SAFETY JACKETS-FD
		0216PW01	0242068-IN	\$126.16	SUPPLIES-PARKS
		0216PW01	0242068-IN	\$46.14	SUPPLIES-STREETS
		0216PW01	0242068-IN	\$44.22	SUPPLIES-WATER
		0216PW01	0242068-IN	\$44.22	SUPPLIES-WASTEWATER
<b>Search Name LOCATORS &amp; SUPPLIES INC</b>				\$880.03	
<b>Search Name MARCO - NW 7128</b>					
		0216PD01	INV3068993	\$115.90	REPAIRS-PD
<b>Search Name MARCO - NW 7128</b>				\$115.90	
<b>Search Name MARCO INC</b>					
068668	1/28/2016	0116PPD03	296240245	\$376.46	COPY MACHINE/PRINTER-PD
068668	1/28/2016	0116PPD03	296407307	\$92.00	COPY MACHINE-FD
068668	1/28/2016	0116PPD03	296622392	\$568.64	COPY MACHINE/PRINTERS-HALL
<b>Search Name MARCO INC</b>				\$1,037.10	

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<b>Search Name MATHEW HALL LUMBER COMPANY</b>					
		0216PW01	306848	\$776.66	REPAIRS-MAINT BLDG
		0216PW01	307377	\$11.85	REPAIRS-BENCHES
<b>Search Name MATHEW HALL LUMBER COMPANY</b>					
				\$788.51	
<b>Search Name MCCARTY, RYAN/KELLY</b>					
		1215ADM05	524 23RD AVE N	\$152.20	REIMB-OVERPAY FINAL BILL
<b>Search Name MCCARTY, RYAN/KELLY</b>					
				\$152.20	
<b>Search Name MIDSTATE INSPECTION SERV INC</b>					
		0216ADM01	01-2016	\$880.00	BLDG INSPECTIONS-JAN
<b>Search Name MIDSTATE INSPECTION SERV INC</b>					
				\$880.00	
<b>Search Name MIDWAY IRON &amp; METAL</b>					
		0216PW01	299290	\$34.99	REPAIRS-TRAILER
		0216PW01	300357	\$13.52	REPAIRS-TRAILER
<b>Search Name MIDWAY IRON &amp; METAL</b>					
				\$48.51	
<b>Search Name MIMBACH FLEET SUPPLY</b>					
		0216PW01	115157	\$29.74	REPAIRS-BENCHES
<b>Search Name MIMBACH FLEET SUPPLY</b>					
				\$29.74	
<b>Search Name MN DEPT OF REVENUE</b>					
002751E	2/1/2016	0216PPD01	01-29-2016	\$4,155.64	01/29 STATE TAX W/HELD
002748E	1/29/2016	0116PPD03	01-29-2016	\$120.92	01/29 STATE TAX W/HELD
<b>Search Name MN DEPT OF REVENUE</b>					
				\$4,276.56	
<b>Search Name MN DNR-OMB</b>					
068672	1/29/2016	0116PPD03	1979-3180	\$8,921.29	PERMIT-WATER USE
<b>Search Name MN DNR-OMB</b>					
				\$8,921.29	
<b>Search Name MN NCPERS GRP LIFE INS-752400</b>					
		0216ADM01	7524216	\$80.00	PAYROLL DEDUCTION-JAN
<b>Search Name MN NCPERS GRP LIFE INS-752400</b>					
				\$80.00	
<b>Search Name MVTL LABORATORIES INC</b>					
		0216PW01	793585	\$176.68	TESTING
<b>Search Name MVTL LABORATORIES INC</b>					
				\$176.68	
<b>Search Name NEMETH, DARREL INC</b>					
		0216ADM01	01-2016	\$2,743.80	ELEC INSPECTIONS-JAN
<b>Search Name NEMETH, DARREL INC</b>					
				\$2,743.80	
<b>Search Name O REILLY AUTO PARTS</b>					
		0216PW01	1572-474251	\$25.97	SHOP SUPPLIES
		0216FD01	1572-474999	\$3.98	REPAIRS-FD#27
		0216FD01	1572-475019	\$10.29	REPAIRS-FD #27
		0216FD01	1572-475020	\$19.36	REPAIRS-FD #27
		0216PW01	1572-475140	\$11.99	SUPPLIES-MAINT GARAGE
		0216PW01	1572-475549	\$51.92	REPAIRS-WSTEWTR VEHICLE
		0216PW01	1572-475778	\$35.19	SHOP SUPPLIES
		0216PW01	1572-475797	\$14.92	REPAIRS-TRAILER
		0216PW01	1572-475856	\$4.99	REPAIRS-STREET VEHICLE
		0216PW01	1572-475858	\$252.96	REPAIRS-WATER VEHICLE
		0216PW01	1572-475863	\$13.04	REPAIRS-TRAILER
		0216PW01	1572-476224	\$5.10	REPAIRS-WATER VEHICLE

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		0216PW01	1572-476236	\$438.13	SHOP TOOLS
		0216PW01	1572-476334	\$125.98	SHOP TOOLS
		0216PW01	1572-476351	\$9.99	REPAIRS-EQUIP
<b>Search Name O REILLY AUTO PARTS</b>				\$1,023.81	
<b>Search Name OXYGEN SERVICE COMPANY</b>					
		0216PD01	03334316	\$53.60	CYLINDER RENTAL-PD
		0216FD01	07948190	\$16.91	MEDICAL OXYGEN-FD
		0216PD01	07948190	\$38.57	MEDICAL OXYGEN-PD
		0216PD01	07949279	\$38.57	MEDICAL OXYGEN-PD
		0216PW01	07949279	\$34.68	SHOP SUPPLIES
		0216PD01	07950755	\$21.66	MEDICAL OXYGEN-PD
<b>Search Name OXYGEN SERVICE COMPANY</b>				\$203.99	
<b>Search Name PHYSIO CONTROL INC</b>					
		0216PW01	116074895	\$222.60	AED REPL KITS-PLANTS
<b>Search Name PHYSIO CONTROL INC</b>				\$222.60	
<b>Search Name POWERHOUSE OUTDOOR EQUIP INC</b>					
		0216PW01	351284	\$67.21	REPAIRS-EQUIP
		0216PW01	351284	\$67.21	REPAIRS-EQUIP
<b>Search Name POWERHOUSE OUTDOOR EQUIP INC</b>				\$134.42	
<b>Search Name PUBLIC EMPLOYEE RETIREMENT ASN</b>					
002749E	2/1/2016	0216PPD01	01-29-2016	\$96.26	01/29 EMPLOYEE PERA
002750E	2/1/2016	0216PPD01	01-29-2016	\$4,653.70	01/29 EMPLOYEE PERA
002749E	2/1/2016	0216PPD01	01-29-2016	\$96.26	01/29 EMPLOYER PERA
002750E	2/1/2016	0216PPD01	01-29-2016	\$3,780.05	01/29 EMPLOYEE PERA
002750E	2/1/2016	0216PPD01	01-29-2016	\$4,361.58	01/29 EMPLOYER PERA
002750E	2/1/2016	0216PPD01	01-29-2016	\$6,980.55	01/29 EMPLOYER PERA
<b>Search Name PUBLIC EMPLOYEE RETIREMENT ASN</b>				\$19,968.40	
<b>Search Name PURCHASE POWER-PITNEY BOWES</b>					
068667	1/28/2016	0116PPD03	6512	\$500.00	POSTAGE-HALL
<b>Search Name PURCHASE POWER-PITNEY BOWES</b>				\$500.00	
<b>Search Name REDNECK TRAILER SUPPLIES</b>					
		0216PW01	1938796-00	\$84.29	REPAIRS-TRAILER
		0216PW01	1943528-00	\$34.64	REPAIRS-TRAILER
<b>Search Name REDNECK TRAILER SUPPLIES</b>				\$118.93	
<b>Search Name REPULIC SERVICES #891</b>					
068680	2/3/2016	0216PPD01	0891-000652719	\$222.22	REFUSE SERV-PD
068680	2/3/2016	0216PPD01	0891-000652719	\$33.33	REFUSE SERV-PD
068680	2/3/2016	0216PPD01	0891-000652719	\$244.49	REFUSE SERV-PD
068680	2/3/2016	0216PPD01	0891-000652719	\$130.52	REFUSE SERV-PD
068680	2/3/2016	0216PPD01	0891-000652719	\$180.29	REFUSE SERV-PD
<b>Search Name REPULIC SERVICES #891</b>				\$810.85	
<b>Search Name ROYAL TIRE INC</b>					
		0216PW01	108-77173	\$624.96	REPAIRS-STREET VEHICLE
		0216PW01	108-77174	\$152.32	REPAIRS-TRAILER
		0216PW01	111-153517	\$264.26	REPAIRS-PARKS VEHICLE
<b>Search Name ROYAL TIRE INC</b>				\$1,041.54	
<b>Search Name SANITATION SERVICES LLC</b>					

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		0216PW01	6447	\$244.00	RESTROOM RENTAL-PARKS
<b>Search Name SANITATION SERVICES LLC</b>				\$244.00	
<b>Search Name SARTELL HARDWARE HANK</b>					
		0216PW01	65201	\$13.47	SUPPLIES-MAINT GARAGE
		0216FD01	90905	\$13.67	REPAIRS-FD BOAT
		0216PW01	91202	\$12.48	SUPPLIES-MAINT GARAGE
		0216PW01	91279	\$1.50	SUPPLIES-PARKS
		0216PW01	91282	\$5.99	SUPPLIES-PARKS
		0216ADM01	91358	\$12.99	SUPPLIES-HALL
		0216PW01	91663	\$5.37	SUPPLIES-PARKS
		0216PW01	91703	\$10.71	SUPPLIES-PARKS
		0216PW01	91710	\$38.74	SHOP SUPPLIES
		0216PW01	91718	\$19.99	SUPPLIES-PATCHER
		0216PW01	92022	\$7.98	SUPPLIES-PARKS
<b>Search Name SARTELL HARDWARE HANK</b>				\$142.89	
<b>Search Name SARTELL INDPENDENT POLICE ASN</b>					
068671	1/29/2016	0116PPD03	01-2016	\$160.00	PAYROLL DEDUCTION-JAN
<b>Search Name SARTELL INDPENDENT POLICE ASN</b>				\$160.00	
<b>Search Name SARTELL NEWSLEADER</b>					
068675	1/29/2016	0116PPD03	37642	\$179.93	RESOURCE GUIDE AD
<b>Search Name SARTELL NEWSLEADER</b>				\$179.93	
<b>Search Name SIRCHIE FINGER PRINT LABORATOR</b>					
		0216PD01	0238024-IN	\$163.73	EQUIP-NEW OFFICERS
<b>Search Name SIRCHIE FINGER PRINT LABORATOR</b>				\$163.73	
<b>Search Name SMOKE-EATER</b>					
		0216FD01	2016	\$240.00	2016 SUBSRIPTIONS
<b>Search Name SMOKE-EATER</b>				\$240.00	
<b>Search Name SPRINT</b>					
068676	1/29/2016	0116PPD03	584068813-098	\$384.89	CONNECTION CARDS-PD
068676	1/29/2016	0116PPD03	852875115-101	\$34.99	IPAD-BRAD
068676	1/29/2016	0116PPD03	852875115-101	\$34.99	IPAD-KYLE
068676	1/29/2016	0116PPD03	852875115-101	\$34.99	IPAD-JIM
068676	1/29/2016	0116PPD03	890875115-101	\$34.99	IPAD-CSO
068676	1/29/2016	0116PPD03	890875115-101	\$39.99	CONNECTION CARD-FD
<b>Search Name SPRINT</b>				\$564.84	
<b>Search Name ST AUGUSTA, CITY OF</b>					
068593	1/22/2016	0116PPD03	2016	\$40.00	AREA CITIES MEETING
<b>Search Name ST AUGUSTA, CITY OF</b>				\$40.00	
<b>Search Name ST CLOUD AREA CONVENTION/VISIT</b>					
		1215ADM05	12-2015	\$2,150.80	LODGING TAX-DEC
<b>Search Name ST CLOUD AREA CONVENTION/VISIT</b>				\$2,150.80	
<b>Search Name ST CLOUD AREA PLANNING ORGNZTN</b>					
		1215ADM05	012316	\$98.52	LESAUK DR CORRIDOR STUDY
<b>Search Name ST CLOUD AREA PLANNING ORGNZTN</b>				\$98.52	
<b>Search Name ST CLOUD, CITY OF</b>					
		0216ADM01	56670	\$4,768.00	RSVP SERVICES-2016

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
		0216ADM01	AR000248	\$3,045.00	CMWEA MEMBERSHIP
		0216ADM01	AR000279	\$605.00	HUMAN RIGHTS ALLOCATION
<b>Search Name ST CLOUD, CITY OF</b>				<u>\$8,418.00</u>	
<b>Search Name STANDARD INSURANCE COMPANY</b>					
068674	1/29/2016	0116PPD03	1555310 FEB16	\$131.16	EMPLOYEE CONTR TO INS
068674	1/29/2016	0116PPD03	1555310 FEB16	-\$5.75	COBRA-WHITSON
068674	1/29/2016	0116PPD03	1555310 FEB16	\$464.29	PAYROLL DED-VOLUNTARY INS
068674	1/29/2016	0116PPD03	1555310 FEB16	\$15.43	EMPLOYEE LTD/LIFE INS-FEB
068674	1/29/2016	0116PPD03	1555310 FEB16	\$22.87	EMPLOYEE LTD/LIFE INS-FEB
068674	1/29/2016	0116PPD03	1555310 FEB16	\$59.84	EMPLOYEE LTD/LIFE INS-FEB
068674	1/29/2016	0116PPD03	1555310 FEB16	\$81.92	EMPLOYEE LTD/LIFE INS-FEB
068674	1/29/2016	0116PPD03	1555310 FEB16	\$35.93	EMPLOYEE LTD/LIFE INS-FEB
068674	1/29/2016	0116PPD03	1555310 FEB16	\$353.73	EMPLOYEE LTD/LIFE INS-FEB
068674	1/29/2016	0116PPD03	1555310 FEB16	\$53.10	EMPLOYEE LTD/LIFE INS-FEB
068674	1/29/2016	0116PPD03	1555310 FEB16	\$91.45	EMPLOYEE LTD/LIFE INS-FEB
068674	1/29/2016	0116PPD03	1555310 FEB16	\$28.97	EMPLOYEE LTD/LIFE INS-FEB
<b>Search Name STANDARD INSURANCE COMPANY</b>				<u>\$1,332.94</u>	
<b>Search Name STAPLES BUSINESS ADVANTAGE</b>					
		0216ADM01	8037455401	\$27.75	SUPPLIES-HALL
		0216ADM01	8037455401	\$36.82	OFFICE SUPPLIES
<b>Search Name STAPLES BUSINESS ADVANTAGE</b>				<u>\$64.57</u>	
<b>Search Name STEARNS CNTY RECORDER</b>					
068669	1/28/2016	0116PPD03	20160000011	\$46.00	RECORDING FEES-SAFE ROUTES TO SCH
068669	1/28/2016	0116PPD03	20160000011	\$92.00	RECORDING FEES-PCR PHASE I
<b>Search Name STEARNS CNTY RECORDER</b>				<u>\$138.00</u>	
<b>Search Name STRACK CONSTRUCTION COMPANY</b>					
		0216ADM01	15115-PC3	\$19,087.43	COMMUNITY CENTER
<b>Search Name STRACK CONSTRUCTION COMPANY</b>				<u>\$19,087.43</u>	
<b>Search Name STREICHER S</b>					
		0216PD01	I1191229	\$829.95	EQUIP-NEW OFFICERS
		0216PD01	I1191515	\$114.80	EQUIP-NEW OFFICERS
		0216PD01	I1191550	\$705.70	TRNG SUPPLIES-PD
		0216PD01	I1191833	\$986.40	TRNG SUPPLIES-PD
<b>Search Name STREICHER S</b>				<u>\$2,636.85</u>	
<b>Search Name STRUFFERT, DALE E.</b>					
		0216PD01	012916	\$94.82	OFFICER INTERVIEWS EXP
<b>Search Name STRUFFERT, DALE E.</b>				<u>\$94.82</u>	
<b>Search Name THEIS, CATHY</b>					
		0216PD01	02-2016	\$52.50	PROF SERV-PD
<b>Search Name THEIS, CATHY</b>				<u>\$52.50</u>	
<b>Search Name TOLMAN, KIM</b>					
		0216PW01	243352	\$400.00	MAINT CLEANING-JAN
		0216PD01	243352	\$560.00	PD CLEANING-JAN
		0216FD01	243352	\$70.00	FD CLEANING-JAN
<b>Search Name TOLMAN, KIM</b>				<u>\$1,030.00</u>	
<b>Search Name TOTAL ADMIN SERVICES CORP</b>					
002756E	2/2/2016	0216PPD01	01-29-2016	\$543.06	01/29 DAYCARE FLEX CONTR

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
002756E	2/2/2016	0216PPD01	01-29-2016	\$124.99	01/29 MED FLEX CONTR
002756E	2/2/2016	0216PPD01	01-29-2016	\$2,440.96	01/29 HSA FLEX CONTR
<b>Search Name TOTAL ADMIN SERVICES CORP</b>				\$3,109.01	
<b>Search Name TRAUT WELLS INC</b>					
		0216ADM01	284286	\$4.00	REPAIRS-SPRINKLER SYS
		0216PW01	284291	\$46.00	TESTING
		0216PW01	284503	\$46.00	TESTING
		0216PW01	284520	\$69.00	TESTING
		0216PW01	284619	\$136.00	TESTING
<b>Search Name TRAUT WELLS INC</b>				\$301.00	
<b>Search Name UNIVERSITY OF MINNESOTA</b>					
		0216PW01	CF0144	\$195.00	TREE SCHOOL-THEN
<b>Search Name UNIVERSITY OF MINNESOTA</b>				\$195.00	
<b>Search Name US BANK (CREDIT CARD)</b>					
068670	1/29/2016	0116PPD03	7173	\$1,000.00	SHOP W/COP
068670	1/29/2016	0116PPD03	7173	\$48.00	REAL TIME TRANSLATION
068670	1/29/2016	0116PPD03	7173	\$12.00	SC TIMES SUBSC
068670	1/29/2016	0116PPD03	7173	\$2.50	TRANSUNION
068670	1/29/2016	0116PPD03	7173	\$45.80	1ST SHRED-PD
068670	1/29/2016	0116PPD03	7173	\$23.80	1ST SHRED-HALL
068670	1/29/2016	0116PPD03	7173	\$50.00	LODGING-PD
068670	1/29/2016	0116PPD03	7173	\$3.74	EMERG MNGMNT MTG
068670	1/29/2016	0116PPD03	7173	\$12.00	SC TIMES SUBSC
<b>Search Name US BANK (CREDIT CARD)</b>				\$1,197.84	
<b>Search Name VAN HOVE, THOMAS</b>					
		0216FD01	0008	\$350.00	EMR-R/CPR-AED TRNG-FD
<b>Search Name VAN HOVE, THOMAS</b>				\$350.00	
<b>Search Name VOLUNTEER FIREFIGHTRS BNFT ASN</b>					
		0216FD01	KEEHR	\$11.00	VOL FF BENEFIT INS-KEEHR
<b>Search Name VOLUNTEER FIREFIGHTRS BNFT ASN</b>				\$11.00	
<b>Search Name WATCHGUARD VIDEO</b>					
		0216PD01	4REINV0004266	\$5,719.00	EQUIP-NEW SQUADS
<b>Search Name WATCHGUARD VIDEO</b>				\$5,719.00	
<b>Search Name WEX BANK</b>					
002747E	1/21/2016	0116PPD03	43651190	\$12.00	FUEL CARDS
<b>Search Name WEX BANK</b>				\$12.00	
<b>Search Name WSB &amp; ASSOCIATES INC</b>					
		1215ADM05	1-02174-820	\$1,759.50	CR1-HERITAGE&LESUK DR UTIL
		1215ADM05	13-02174-190	\$33,495.50	EAST SIDE RECONSTRUCTION 2015
		1215ADM05	13-02174-570	\$17,635.00	PCR RESURFACING-2ND TO 15TH ST N
		1215ADM05	2-02174-810	\$4,525.75	2016 SEAL COAT
		1215ADM05	5-02174-760	\$79.75	PROVIDENCE-ESCROW
		1215ADM05	5-02174-770	\$288.00	ROUNDAABOUT DESIGN-2ND ST
		1215ADM05	7-02174-600	\$6,034.50	PRKG LOT DESIGN-CENTRAL&PC REGIO
		1215ADM05	7-02174-710	\$546.00	5TH AVE EA CONSTRUCTION UPDATE
		1215ADM05	7-02174-730	\$2,232.00	2015 GENERAL SERVICES
<b>Search Name WSB &amp; ASSOCIATES INC</b>				\$66,596.00	

CITY OF SARTELL

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
<b>Search Name XCEL ENERGY</b>					
068678	2/2/2016	0216PPD01	486552712	\$45.25	STREET LIGHTING
		1215ADM05	486824361	\$241.66	DISTRIBUTION
		1215ADM05	486824361	\$1,251.06	ELEC-MAINT
		1215ADM05	486824361	\$235.17	CIVIL DEFENSE
		1215ADM05	486824361	\$537.67	GAS-FD
		1215ADM05	486824361	\$333.68	ELEC-FD
		1215ADM05	486824361	\$463.05	GAS-HALL
		1215ADM05	486824361	\$831.08	ELEC-HALL
		1215ADM05	486824361	\$1,289.98	GAS-MAINT
		1215ADM05	486824361	\$3,394.99	LIFT STATIONS/FLOW METERS
		1215ADM05	486824361	\$127.76	PCRS READER BOARD
		1215ADM05	486824361	\$80.19	PARKS
		1215ADM05	486824361	\$715.78	WELLS/PUMPS
		1215ADM05	486824361	\$6,632.04	ELEC-PLANTS
		1215ADM05	486824361	\$387.34	STREET LIGHTS
		1215ADM05	486824361	\$486.82	GAS-PD
		1215ADM05	486824361	\$614.24	ELEC-PD
		1215ADM05	486824361	\$1,820.10	GAS-PLANTS
		1215ADM05	486824361	\$26.39	WELCOME SIGN
		1215ADM05	486824361	\$400.14	SKATING RINKS
		1215ADM05	486824361	\$398.48	TRAFFIC SIGNS/FLASH LIGHTS
		1215ADM05	487474335	\$69.10	HOLIDAY DECORATIONS
<b>Search Name XCEL ENERGY</b>				\$20,381.97	
				\$254,225.54	

**CITY OF SARTELL**

**Voucher Payments-Fund Summary-backup**

Adopted by the Sartell City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Mayor \_\_\_\_\_ Attest: Administrator \_\_\_\_\_

FUND Descr	Dr/Cr Amt
GENERAL	\$93,608.55
BEAUTIFICATION	\$223.25
LODGING TAX	\$2,150.80
SALES TAX EXTENSION	\$19,087.43
REGIONAL PARK FUND	\$6,034.50
PUBLIC IMPROVEMENT REVOLVING	\$4,339.25
MSA STREET MAINTENANCE	\$2,232.00
PD EQUIPMENT FUND	\$10,017.57
PW EQUIPMENT FUND	\$15,000.00
TECHNOLOGY FUND	\$1,003.11
STREET FUND	\$38,898.83
PINECONE ROAD 2015 PROJECT	\$17,727.00
4TH/50TH CAPITAL PROJECT	\$546.00
WATER FUND	\$24,717.15
SEWER FUND	\$15,595.10
STORMWATER FUND	\$3,045.00
	<hr/>
	\$254,225.54

# SARTELL CITY COUNCIL

# AGENDA COVER SHEET

Originating Department: <b>Police Department</b>	Meeting Date: <b>February 8, 2016</b>	Agenda Item No. <b>5f</b>
Agenda Section: <b>Consent</b>	Item: <b>SRO Memorandum of Understanding</b>	
<p><b>RECOMMENDATION:</b> Approval of the Memorandum of Understanding.</p> <p><b>BACKGROUND:</b> The Police Department and ISD 748 have previously had an MOU regarding our School Resource Officers (SROs). The MOU covers payment, duties, liability, training, etc. The Memorandum had not been reviewed for some time so I had sent it with updates to the School District over a year ago. They wanted to wait until their new superintendent was in place and both he and I have since met and exchanged e-mails regarding the update to it. The majority of the changes are very minor in nature such as removing the names of the SROs, when billing actually occurs, further description of duties, etc.</p> <p>Also because of changes to the Bureau of Criminal Apprehension (BCA) policy on some of the programs we use, an agreement was recently reached on the sharing of costs for computers and maintenance fees for them, which is Attachment A to the Memorandum. We do have budgeted funds in the PD for our portion of responsibility.</p> <p>The School Board did approve this document at their last school board meeting.</p> <p><b>BUDGET/FISCAL IMPACT:</b> Terms of agreement still have the school district paying 60% of salary and benefits and the city 40%. See Attachment A for description of other costs which are minimal.</p> <p><b>ATTACHMENTS:</b> Copy of MOU and Attachment A.</p> <p><b>COUNCIL ACTIONS REQUESTED:</b> Consent agenda approval serves as approval of the recommendation. If item is removed from Consent, separate motion is requested approving recommendation.</p>		

# MEMORANDUM OF UNDERSTANDING FOR SCHOOL RESOURCE OFFICER

Memorandum of Understanding is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between SARTELL-ST. STEPHEN SCHOOL DISTRICT 748 and the SARTELL POLICE DEPARTMENT as follows:

## WITNESSETH

WHEREAS, the SARTELL-ST. STEPHEN SCHOOL DISTRICT 748 agrees to purchase from the SARTELL POLICE DEPARTMENT and the SARTELL POLICE DEPARTMENT agrees to provide for SARTELL-ST. STEPHEN SCHOOL DISTRICT 748 and to manage a School Resource Officer (SRO) Program in the district consisting of not less than two (two) full time School Resource Officers, two vehicles, supplies and equipment and SARTELL-ST. STEPHEN SCHOOL DISTRICT 748 agrees to reimburse the SARTELL POLICE DEPARTMENT for 60% of the two officers wages and benefits in providing the said SRO Program.

WHEREAS, the SARTELL-ST. STEPHEN SCHOOL DISTRICT 748 and the SARTELL POLICE DEPARTMENT desire to set forth in this SRO Memorandum of Understanding the specific terms and conditions of the services to be performed and provided by the said SROs in SARTELL-ST. STEPHEN SCHOOL DISTRICT 748. The School District shall be referred to hereafter as "DISTRICT 748".

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

## **1. Goals and Objectives**

It is understood and agreed that DISTRICT 748 and SARTELL POLICE DEPARTMENT officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools;

- 1.1 Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in a student development.
- 1.2 Maintain a safe and secure environment in the school district, which will be conducive to learning.
- 1.3 Promote positive attitudes regarding the police role in society and to inform students of their rights and responsibilities as lawful citizens.

- 1.4            Serve as a criminal justice resource for the school district.

## **2.    Employment and Assignment of School Resources Officers**

- 2.1            The SARTELL POLICE DEPARTMENT agrees to employ not less than 2 School Resource Officers (SRO) during the term of this Agreement. The SRO(s) shall be an employee of the SARTELL POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the SARTELL POLICE DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- 2.2            The SARTELL POLICE DEPARTMENT agrees to provide and to pay the SROs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the SARTELL POLICE DEPARTMENT, including but not necessarily limited to: sick leave, vacation, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SROs shall be subject to all other personnel policies and practices of the SARTELL POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- 2.3            The SARTELL POLICE DEPARTMENT, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs. The SARTELL POLICE DEPARTMENT shall hold DISTRICT 748 free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SROs.
- 2.4            The SROs shall be assigned by the SARTELL POLICE DEPARTMENT to District 748. Specifically assigned tasks will determine where the SRO will report to on any given day, however, the SRO will be prepared to serve in any of the schools in the district as demands arise.

- 2.5 In the event an SRO is absent from work, the SRO shall notify both his supervisor in the SARTELL POLICE DEPARTMENT and the assistant principal and principal of the school(s) to which the SRO is scheduled to report. In the event an SRO is absent due to illness or disability for a period of ten (10) consecutive work days, the SARTELL POLICE DEPARTMENT shall confer with the school district administrator regarding the assignment of a substitute.

### **3. Duty Hours**

- 3.1 An SRO shall be assigned a regular 40 hour work week. Specific SRO duty hours at a particular school shall be set by mutual agreement between DISTRICT 748, at the direction of the principal of the school to which the officer is assigned, and the SARTELL POLICE DEPARTMENT, by the Officer in charge of the SRO Program.
- 3.2 It is understood and agreed that the time spent by SROs attending court juvenile and/or criminal cases arising from and/or out their employment as an SRO shall be considered as hours worked under this Agreement.
- 3.3 The SRO will only be called away from duties for the school district under extreme emergency conditions.
- 3.4 The SRO shall daily stop at the police department to review reports from the previous day prior to 12:00 pm of their scheduled work day.
- 3.5 An officer shall e-mail the officer in charge of the SRO program, the other school SRO as well as the assistant principal, principal and administrative assistant when they will be out of the school for an extended period of time and when they may be expected to be back.

### **4. Basic Qualifications of School Resource Officers**

To be an SRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a licensed officer and should have two years of law enforcement experience;

- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County Ordinances, and Board of Education policies and regulations;
- 4.3 Shall be capable of conducting in-depth criminal investigations;
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.
- 4.6 Shall possess strong organizational and teaching skills.

## **5. Duties of School Resource Officers**

- 5.1 To protect lives and property for the citizens, students, faculty and staff of the school district;
- 5.2 To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;
- 5.3 To investigate criminal activity committed on or adjacent to school property;
- 5.4 To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;
- 5.5 To answer questions and conduct classroom presentations for students in the law related education field;
- 5.6 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;
- 5.7 To provide security for special school events or functions, such as parent meetings, athletic events, dances, and other large assemblies at the request of the principal or the security specialist;

- 5.8 To provide traffic control during the arrival and departure of students on an as needed basis. The need for this would be dependent on an assessment from law enforcement; and
- 5.9 To implement a family group conferencing program and other duties as assigned by the officer in charge of the SRO program, the principal or assistant principal.
- 5.10 To facilitate school safety procedures and trainings with school staff, students and the police department members.

## **6. Chain of Command**

- 6.1 As employees of the SARTELL POLICE DEPARTMENT, SROs shall follow the chain of command as set forth in the SARTELL POLICE DEPARTMENT Policies and Procedures Manual.
- 6.2 In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

## **7. Training/Briefing**

- 7.1 All SROs shall be required by the SARTELL POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the SARTELL POLICE DEPARTMENT or as determined by the SRO's supervisor. Briefing sessions will be conducted to provide for the exchange of information between the department officers.
- 7.2 Training sessions will be conducted to provide SROs with appropriate in-service training such as updates in the law, in-service firearm training, and in-service defensive tactics training. DISTRICT 748 also may provide training in Board of Education policies, regulations and procedures.

## **8. Dress Code**

SROs shall be provided by the SARTELL POLICE DEPARTMENT and required to wear either a department issued uniform or civilian attire as approved for school faculty.

## **9. Supplies and Equipment**

The SARTELL POLICE DEPARTMENT agrees to provide each SRO with the following equipment:

- 9.1 Motor Vehicles. The SARTELL POLICE DEPARTMENT shall provide a vehicle for each SRO. In addition, the SARTELL POLICE DEPARTMENT agrees to:
  - 9.11 maintain the vehicles assigned to SROs;
  - 9.12 pay for gasoline, oil, replacement tires and other expenses associated with the operation of the said vehicles; and
  - 9.13 purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount not less than the overage recommended by the Risk Manager for the City.
- 9.2 Weapons and Ammunition. The SARTELL POLICE DEPARTMENT agrees to provide the standard issue pistol and rounds of ammunition for each SRO.
- 9.3 Office Supplies. DISTRICT 748 agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, each SRO shall be provided a private office within the school that is accessible by the students. Each SRO shall also be provided a computer and access to a printer and fax machine.

## **10. Transporting Students**

- 10.1 It is agreed that SRO shall transport students in their vehicles only under the guidelines of department policy with the following exception. Instead of reporting the transport to a police supervisor or to the dispatcher, the SRO may report the time and date to the appropriate school representative and dispatch.
  - 10.11 when the students are victims of a crime, under arrest, in need of transportation for safety concerns, or when other emergency circumstances exist;

- 10.12 when the student has refused to attend and the SRO is sent to check on the student and return them to school;
  - 10.13 when students are suspended and sent home from school pursuant to school disciplinary actions if the student's parents or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel, as determined by the school resource officer, his/her supervisor, principal or assistant principal.
- 10.2 The SRO shall notify school administration before removing a student from campus.

## **11. Investigation, Interrogation, Search and Arrest Procedures**

The standard operating procedures (SOP) for the investigation of crimes and interrogation, search and arrest of students are as follows:

- 11.1 Interrogation Procedures. In the event a serious crime (as defined below) is committed at school or at a school activity, the principal or assistant principal with the assistance of the SRO should:
  - 11.11 Question any witnesses to determine that a crime was committed and who committed the crime. The SRO shall have the general authority to question or interview any student at school who may have information about criminal misconduct or the violation of the conduct policies of DISTRICT 748. As a general rule, the interview should be conducted in cooperation with and in the presence of a school official but when immediate action is necessary or in an emergency situation, the SRO may interview a student without the presence of a school official.
  - 11.12 Question the person suspected of committing the crime. As a general rule, the suspect should not be arrested or placed "in custody" during the initial interview or interrogation. The suspect shall be informed generally of the purpose of the investigation and given an opportunity to present informally his/her knowledge of the facts. If the suspect wishes to remain silent, to contact his/her parents or an

attorney (Miranda), or to end the interview, the questioning should cease and the suspect's request should be granted unless there is a reasonable cause to detain the student for questioning.

- 11.13 If a student is detained, placed in custody or arrested, the student must be advised prior to further questioning, by an SRO:
  - 11.131 That he/she has the right to remain silent;
  - 11.132 That anything he/she says can be used against him/her in a court of law;
  - 11.133 That he/she has a right to have a parent, guardian or custodian present during questioning;
  - 11.134 That he/she has a right to talk with an attorney before you ask any questions and he/she has a right to have his/her attorney present with him/her during questioning.
  - 11.135 That if he/she cannot afford to hire an attorney, one will be appointed for him/her by the court before any questioning if he/she wishes;
  - 11.136 That if he/she decides to answer now without an attorney present, he/she will still have the right to stop answering questions at any time. He/she also has the right to stop answering questions at any time until he/she talks to a lawyer; and
  - 11.137 This section should include specific State law that governs interrogations by law enforcement with/without parent presence.

## 11.2 Search Procedures

- 11.21 If the school official has reasonable suspicion for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the school, the school official may search the student and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's

control. When requested by school officials, the SRO shall assist with the search in order to protect the safety of all persons involved in the search. If the search uncovers evidence of criminal misconduct, the evidence may be held for or turned over to the SRO.

- 11.22 Strip searches will never be conducted on school property.
- 11.3 Reporting of Serious Crimes. If the investigation uncovers evidence of serious crime as defined in STATUTE and DISTRICT 748 administrative regulations, the school official shall notify the SRO, the student's parent/guardian and the appropriate school personnel.
- 11.4 Arrest Procedures - School Related Crimes
  - 11.41 Juveniles. When an SRO arrests or takes a juvenile under the age of 15 into custody, he/she shall select the least restrictive of the following courses of action which is appropriate under the circumstances and meets the immediate needs of the juvenile and the school:
    - 11.411 Divert the juvenile from court by:
      - 11.4111 Release
      - 11.4112 Counsel and release
      - 11.4113 Release into custody of the juvenile's parent, guardian, or custodian
      - 11.4114 Referral to community service
    - 11.412 Attempt to bring juvenile before the juvenile court
      - 11.4121 Seek a juvenile petition
      - 11.4122 Seek a juvenile petition and request a custody order.
    - 11.413 Attempt to bring the juvenile before the magistrate for the purposes of involuntary commitment.
  - 11.42 Student over 18 years of age. When an SRO arrests or takes a person over the age of 18 into custody, he/she shall

select the course of action which is appropriate under the circumstances and meets the immediate needs of the school.

- 11.43 If circumstances permit, the SRO and principal shall mutually agree upon a time during the school day for the removal of the student from the school. The student shall be called to the office by the principal at that time.
- 11.44 If the SRO initiated the arrest, the SRO shall contact the student's parents as soon as practicable after the arrest of a student and shall notify the parent/guardian of the reason(s) for the arrest.
- 11.5 Arrest Procedures. Crimes Committed off Campus. Crimes committed at school bus stops or while students walking to and from school.
  - 11.51 Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops and on school busses. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency in the investigation of crimes that occur at bus stops, on school busses and while students are walking to and from school.
- 11.6 Investigation and Arrest Procedures. Other Crimes Committed off campus.
  - 11.61 Investigation involving students under age 15.
    - 11.611 As a general rule, the SRO and other law enforcement officials shall not interview any students under age 15, witnesses or suspects, at school during school hours concerning crimes committed off campus.
    - 11.612 If law enforcement officials are having difficulty locating a student off campus, determine that time is of the essence or for some other reason deem it necessary to interview a student under age 15 at school during school hours:
      - 11.6121 The officer shall contact the school principal and/or SRO in advance and state the reason(s) to conduct an interview of a student at the school;

- 11.6122 The investigating officer or SRO shall notify the student's parent or guardian of the officer's desire to interview or interrogate the student at school;
- 11.6123 Normally, students under 15 years of age will not be questioned at the school without notice to and the consent of the parent or guardian;
- 11.6124 The officer, principal and parent (if the parent wants to attend the interview or interrogation) should mutually agree on a convenient time during the school day to conduct the investigation.

## 11.62 Investigations Involving Students 15 Years of Age or Older

- 11.621 SROs and other law enforcement officials may interview and interrogate students 15 years of age or older (suspects or witnesses) at school during school hours.
- 11.622 The SRO or investigating officer should contact school administration in advance and inform him/her of the reason(s) to conduct an investigation within the school;
- 11.623 The SRO or investigating officer and the principal shall mutually agree on a convenient time during the school day to conduct the investigation;
- 11.624 The SRO or investigating officer shall comply with police department policies regarding parental contacts when interviewing a student.
- 11.625 Parental consent is not required to interview a witness and the presence of the student's parent, guardian or attorney is not required to interview a suspect.
- 11.626 As a general rule, school officials should not be present during the investigation. However, at the request of a student, SRO or investigating officer, a school official may be present during the questioning.

## 12.0 Bomb Threats

It is a felony to give false information concerning the placement of a bomb in a school building. School officials, the SRO and the fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat (see DISTRICT 748 All Hazards Plan). In all cases, the principal shall report such incidents to the area assistant superintendent and to the SRO. In the absence of physical evidence, it is the principal's decision to evacuate the school.

## **13. Controlled Substances**

- 13.1 School officials shall notify the SRO in all cases involving ALL possessions, sales or distribution of controlled substances at school or school activities.
- 13.2 Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- 13.3 If there is a probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be the discretion of the SRO.

## **14. Riots and Civil Disorders**

- 14.1 In the event a riot or civil disorder occurs on a middle or high school campus, the principal and the SRO shall discuss and agree upon a response to the situation.
- 14.2 If, in the opinion of the principal and/or SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contact the appropriate law enforcement agency and request that assistance. The principal or his designee also shall notify the appropriate assistant superintendent and School Community Relations Coordinator.
- 14.3 To the extent possible, all communications should be made by telephone to avoid alarming the public and news media.
- 14.4 The principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.
- 14.5 If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.
- 14.6 The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials

shall have the authority to arrest and remove any person who commits a crime in their presence.

- 14.7 The names of any students arrested and removed from campus should not be released to the news media until their parents have been notified and in no event shall the names of students under age 18 who have been removed from campus be released to the news media.
- 14.8 Students engaged in misconduct may be suspended immediately without a pre-suspension hearing but arrangements shall be made by the principal to provide an opportunity for the students to be heard according to school policy.
- 14.9 School officials shall notify the SRO of all incidents of physical and sexual assault that occur at school or during school activities.

## **15. Information Exchange**

- 15.1 School officials shall allow SROs to inspect and copy any public records maintained by the school, including student directory information such as yearbooks. An SRO may be authorized by school administration to inspect and/or copy confidential education records in the event of an emergency or in the interest of school safety.
- 15.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
- 15.3 The SRO will be responsible for ensuring that School Notice of Violation Reports are regularly related to the Student Assessment Team regarding criminal incidents involving students, per MSA 260B.171, subd.5(e).
- 15.4 The SRO will alert the Building Administrative Team of issues which may pose an imminent threat to the health or welfare of a student.

## **16. Term of Agreement**

The term of this Agreement is one year commencing on the \_\_\_\_\_ and ending on the \_\_\_\_\_. The Agreement shall be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, prior to June 15th of the initial or any succeeding term.

## **17. Consideration**

- 17.1 For and in consideration of the SARTELL POLICE DEPARTMENT providing the SRO Program as described herein, DISTRICT 748 agrees to reimburse the SARTELL POLICE DEPARTMENT for 60% of the (2) SROs wages and benefits and to be paid per this agreement between the SARTELL POLICE DEPARTMENT AND DISTRICT 748 as determined by the Finance Officer of the City, subject to the approval by the DISTRICT 748 School Board in a sufficient amount to fund the said positions each fiscal year.
- 17.2 The said compensation shall be paid by DISTRICT 748 to the SARTELL POLICE DEPARTMENT in 4 quarterly installments which will be invoiced from the City of Sartell.

## **18. Insurance and Indemnification**

- 18.1 The SARTELL POLICE DEPARTMENT shall purchase and maintain in full force and effect during the term of this Agreement, a general comprehensive liability insurance policy with coverage in an amount of not less than One Million Dollars (\$1,000,000) for any acts or omissions that occur or claims that are made during the term of the Agreement.
- 18.2 The SARTELL POLICE DEPARTMENT agrees to hold DISTRICT 748, its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO officers or the SRO Program.

## **19. Evaluation**

It is mutually agreed that DISTRICT 748 shall evaluate annually the SRO Program and the performance of each SRO on forms developed jointly by the parties. It is further understood that DISTRICT 748's evaluation of an SRO is advisory only and that the SARTELL POLICE DEPARTMENT retains the final authority to evaluate the performance of an SRO.

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

DISTRICT 748 SUPERINTENDENT

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

SARTELL POLICE DEPARTMENT

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

## **Attachment A**

### **Secured Reporting and Access Equipment**

The parties agree that the SRO's require specific software and equipment to access secure databases to do their required police officer reporting. This is in addition to equipment identified in the Memorandum of Understanding Section 9.3

The following equipment, software and communication systems are needed for each SRO:

**Initial Upfront Equipment:**

One Laptop Computer	\$900 - \$1,000 estimate
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**Annual Costs:**

IS software	\$1,000.00
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Tritech Software	\$ 606.00
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**Monthly costs**

BCA access	\$19.00 per month
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Air Card	\$35.00 per month
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To accommodate this request the parties agree to the following financial commitments and to be reviewed as needed.

City of Sartell will pay the monthly costs for BCA and AIR card.

The school district will purchase and retain the laptop computers and reimburse the City for the annual IS and TriTech software costs.

The City will bill the District once a year in January for these costs.

# SARTELL CITY COUNCIL

# AGENDA COVER SHEET

Originating Department: <b>Police Department</b>	Meeting Date: <b>February 8, 2016</b>	Agenda Item No. <b>5g</b>
Agenda Section: <b>Consent</b>	Item: <b>BCA Agreements</b>	
<p><b>RECOMMENDATION:</b> Approval of the Resolution and Agreements.</p> <p><b>BACKGROUND:</b> Every 5 years, the city renews its Joint Powers Agreement (JPA) with the State of MN, Department of Public Safety and the Bureau of Criminal Apprehension in reference to the Criminal Justice Data Communications Network which allows us to use and share information amongst those entities as well as our city attorney's office.</p> <p><b>BUDGET/FISCAL IMPACT:</b> None</p> <p><b>ATTACHMENTS:</b> Resolution approving the Joint Powers Agreement (JPA); State of Minnesota Joint Powers Agreement Authorized Agency; and Court Data Services Subscriber Amendment to CJDN Subscriber Agreement.</p> <p><b>COUNCIL ACTIONS REQUESTED:</b> Consent agenda approval serves as approval of the recommendation. If item is removed from Consent, separate motion is requested approving recommendation.</p>		

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF SARTELL ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

WHEREAS, the City of Sartell on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Sartell on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the Chief of Police, Jim Hughes, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, the Deputy Police Chief is appointed as the Authorized Representative's designee.

3. That the Attorney, Matthew Staehling, or his or her successor, is designated the authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Assistant City Attorney is appointed as the Authorized Representative's designee.

4. That Sarah Nicoll, the Mayor for the City of Sartell, and Mary Degiovanni, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 9th day of February, 2016.

CITY OF SARTELL

\_\_\_\_\_  
By: Sarah Nicoll  
Its Mayor

ATTEST: \_\_\_\_\_  
By: Mary Degiovanni  
Its City Clerk

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Sartell on behalf of its Police Department ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

**2.1 General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor personnel screening.** The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

### **3 Payment**

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Chief James Hughes, 310 S 2<sup>nd</sup> Street, PO Box 334, Sartell, MN 56377-0334, (320) 251-8186, or his/her successor.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

### **6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat.

Ch. 466, governs the Agency's liability.

## 7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

8.1 **BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 **Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 **Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

### 9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

**9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement 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 must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

*The parties indicate their agreement and authority to execute this Agreement by signing below.*

**1. AGENCY**

Name: Sartell Police Dept  
(PRINTED)  
Signed: [Signature]  
Title: Chief of Police  
(with delegated authority)  
Date: 02/01/16

Name: \_\_\_\_\_  
(PRINTED)  
Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
(with delegated authority)  
Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF  
CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)  
Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
(with delegated authority)  
Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION  
delegated to Materials Management Division**

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

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Sartell on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 104968, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

- a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.
- b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.
- c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:
- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
  - ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
  - iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
  - iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.
- e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

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

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

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

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.**

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

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

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

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

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

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

f. **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. **INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. **LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

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

**1. SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Jim Hughes  
(PRINTED)

Signed: [Signature]

Title: Chief of Police  
(with delegated authority)

Date: 02/01/16

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

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

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

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

# SARTELL CITY COUNCIL

# AGENDA COVER SHEET

Originating Department: <b>Police Department</b>	Meeting Date: <b>February 8, 2016</b>	Agenda Item No. <b>5h</b>
Agenda Section: <b>Consent</b>	Item: <b>Dept. of Public Safety Grant Agreement</b>	
<p><b>RECOMMENDATION:</b> Approval of the Agreement and expenditure of funds.</p> <p><b>BACKGROUND:</b> In the Spring of 2015, the Police Department applied for a grant with the Department of Public Safety for squad computers and peripherals to be used in the eCitation system. The Bureau of Criminal Apprehension and courts have mandated that departments implement this system no later than July 1 of 2016.</p> <p>This system allows state citations, warnings and administrative citations to be printed out from the squad cars. An electronic copy is automatically sent to the appropriate courts facility and attorney's office as well as sent to our Records Management System (RMS).</p> <p>Because of a delay by the State, the Police Department re-applied again last Fall for 5 laptop computers and 8 thermal printers for the marked patrol units. We have since been informed that we received the grant funding based on approval of the Grant Agreement by the City Council. The total for the equipment is \$20,257.00. The grant is a 50/50.</p> <p><b>BUDGET/FISCAL IMPACT:</b> None - \$10,128.50 to be paid from budgeted funds in our Technology fund.</p> <p><b>ATTACHMENTS:</b> Grant Agreement.</p> <p><b>COUNCIL ACTIONS REQUESTED:</b> Consent agenda approval serves as approval of the recommendation. If item is removed from Consent, separate motion is requested approving recommendation.</p>		



<b>Minnesota Department of Public Safety (“State”)</b> Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, MN 55101-5150	<b>Grant Program:</b> 2016 In-Squad Computers  <b>Project No.:</b> 16-05-08 <b>Grant Agreement No.:</b> A-CMPTR16-2016-SARTELPD-00019
<b>Grantee:</b> Sartell Police Department 310 2nd Street S PO Box 334 Sartell, Minnesota 56377	<b>Grant Agreement Term:</b> <b>Effective Date:</b> Oct. 1, 2015 <b>Expiration Date:</b> Sept. 30, 2016
<b>Grantee’s Authorized Representative:</b> Jim Hughes Sartell Police Department 310 2nd Street S PO Box 334 Sartell, Minnesota 56377 (320) 251-8186 jim@sartellmn.com	<b>Grant Agreement Amount:</b> Original Agreement \$10,128.50 Matching Requirement \$10,128.50
<b>State’s Authorized Representative:</b> Hal Campbell 445 Minnesota Street, Suite 150 Saint Paul, MN 55101-5150 Phone: (651) 201-7078 Email: <a href="mailto:hal.campbell@state.mn.us">hal.campbell@state.mn.us</a>	Federal Funding: CFDA 20.616 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2016 In-Squad Computers Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, Saint Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2016 In-Squad Computers Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State’s Authorized



Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

*Certification Regarding Lobbying:* (if applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

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

Grant Agreement No. A-CMP/ER16-2016-SARTELPD-00019  
PO No. 3-38807

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: [Signature]

Title: Chief of Police

Date: 02/01/16

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

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

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

Distribution: DPS/TAS  
Grantee  
State's Authorized Representative

Budget Summary

Budget Category	State Reimbursement	Local Match
Equipment		
Squad computers and attachments	\$10,128.50	\$10,128.50
<b>Total</b>	<b>\$10,128.50</b>	<b>\$10,128.50</b>
<b>Total</b>	<b>\$10,128.50</b>	<b>\$10,128.50</b>

# SARTELL CITY COUNCIL

# AGENDA COVER SHEET

Originating Department: <b>Administration</b>	Meeting Date: <b>February 8, 2016</b>	Agenda Item No. <b>5i</b>
Agenda Section: <b>Consent</b>	Item: <b>Phone System Replacement</b>	
<p><b>STAFF RECOMMENDATION:</b> Approve phone system replacement and upgraded firewall purchase as recommended by staff committee using Tech Funds.</p> <p><b>BACKGROUND:</b> As Becky's monthly Technology reports have been indicating, we have been working on a phone system replacement for some time now. This replacement has been planned within our Technology Fund for a period of years as well. A staff committee with representatives from various departments have reviewed proposals and met with vendors to develop a recommendation to the Council as attached. The committee is recommending the replacements occur in 2016 and funds are available in the Tech Fund to complete the purchase because it came in well under our budgeted estimate of \$45,000.</p> <p><b>BUDGET/FISCAL IMPACT:</b> None on capital – recommendation uses existing Tech funds as planned for this purchase. Total up front costs are \$9,155 in equipment and \$600 in installation for phone replacement, \$2,279 plus a couple of hours of installation service costs for firewall upgrade, and \$4,002 for cabling upgrades in the PD. Monthly phone charges will be about \$900 more per month, but that is spread over all departments, including utilities, so very minimal operational budget impacts and no need for any 2016 budget amendments.</p> <p><b>ATTACHMENTS:</b> Recommended Quotes.</p> <p><b>COUNCIL ACTION REQUESTED:</b> Consent agenda approval serves as approval of the recommended expenditure. If item is removed from Consent, separate motion is requested approving recommended expenditure.</p>		

# AItech VoIP Proposal

*A Better Voice Alternative for Your Business*

**Creation Date: 02.01.2016**

**Business Name: City of Sartell, MN**  
**Address: 125 Pine Cone Rd N, Sartell MN 55377**  
 220 4<sup>th</sup> Ave S  
 230 4<sup>th</sup> Ave S  
 907 2<sup>nd</sup> Ave NE  
 1377 27<sup>th</sup> St N  
 1201 County Rd 4  
 310 2<sup>nd</sup> St S

**Partner: IntelConnect**

**Contract Term: 36 months**

**City Hall**

<u>Product Description - Bandwidth</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Circuit/Line MRC</u>
AItech Bandwidth - 1.5Mbps	\$ -	1	\$ 230.00	\$ 230.00
<u>Product Description - Voice Service</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per item</u>	<u>Service MRC</u>
Premium VoIP Seat (includes VM box)	\$ -	11	\$ 15.00	\$ 165.00
Standard VoIP Seat (includes VM box)	\$ -	5	\$ 12.00	\$ 60.00
Concurrent Call Paths	\$ -	8	\$ 10.00	\$ 80.00
E911 (per seat)	\$ -	16	\$ 1.79	\$ 28.64
<u>Product Description - Additional Services</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Service MRC</u>
UC-One Mobility (requires Premium Seat)	\$ 165.00	11	\$ 2.95	\$ 32.45
Auto Attendant	\$ -	1	\$ 10.00	\$ 10.00
Hunt Group	\$ -	1	\$ 9.95	\$ 9.95
Hosted Fax Line	\$ -	1	\$ 29.99	\$ 29.99
Router Enabled Failover - Voice	\$ -	1	\$ 25.00	\$ 25.00
<u>Product Description - Equipment*</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Equipment MRC</u>
T1 CPE Bundle - 15 Path	\$ -	1	\$ 55.00	\$ 55.00
	\$ 165.00			\$ 726.03
<b>Total MRC</b>				<b>\$ 726.03</b>
<b>Total Install</b>				<b>\$ 165.00</b>

**Quote Expires 30 days from Creation Date shown.**



# AITech VoIP Proposal

*A Better Voice Alternative for Your Business*

## Fire Department

<u>Product Description - Bandwidth</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Circuit/Line MRC</u>
Customer Provided Bandwidth	\$ -	1	\$ -	\$ -
<u>Product Description - Voice Service</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per item</u>	<u>Service MRC</u>
Premium VoIP Seat (includes VM box)	\$ -	1	\$ 15.00	\$ 15.00
Standard VoIP Seat (includes VM box)	\$ -	1	\$ 12.00	\$ 12.00
Concurrent Call Paths	\$ -	2	\$ 10.00	\$ 20.00
E911 (per seat)	\$ -	2	\$ 1.79	\$ 3.58
<u>Product Description - Additional Services</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per item</u>	<u>Service MRC</u>
Hosted Fax Line	\$ -	1	\$ 29.99	\$ 29.99
<u>Product Description - Equipment*</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Equipment MRC</u>
CPE Bundle - 5 Path	\$ -	1	\$ 40.00	\$ 40.00
	\$ -			\$ 120.57
<b>Total MRC</b>				\$ 120.57
<b>Total Install</b>				\$ -

## Public Works – 306 4<sup>th</sup> Ave

<u>Product Description - Bandwidth</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Circuit/Line MRC</u>
Customer Provided Bandwidth	\$ -	1	\$ -	\$ -
<u>Product Description - Voice Service</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Service MRC</u>
Premium VoIP Seat (includes VM box)	\$ -	2	\$ 15.00	\$ 30.00
Standard VoIP Seat (includes VM box)	\$ -	1	\$ 12.00	\$ 12.00
Basic VoIP Seat	\$ -	1	\$ 10.00	\$ 10.00
Concurrent Call Paths	\$ -	3	\$ 10.00	\$ 30.00
E911 (per seat)	\$ -	4	\$ 1.79	\$ 7.16
<u>Product Description - Additional Services</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Service MRC</u>
UC-One Mobility (requires Premium Seat)	\$ 30.00	2	\$ 2.95	\$ 5.90
<u>Product Description - Equipment*</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Equipment MRC</u>
CPE Bundle - 5 Path	\$ -	1	\$ 40.00	\$ 40.00
	\$ 30.00			\$ 135.06
<b>Total MRC</b>				\$ 135.06
<b>Total Install</b>				\$ 30.00

Quote Expires 30 days from Creation Date shown.



# AITECH VoIP Proposal

*A Better Voice Alternative for Your Business*

## Public Works – 230 4<sup>th</sup> Ave

<u>Product Description - Bandwidth</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Circuit/Line MRC</u>
Customer Provided Bandwidth	\$ -	1	\$ -	\$ -
<u>Product Description - Voice Service</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Service MRC</u>
Basic VoIP Seat	\$ -	2	\$ 10.00	\$ 20.00
Concurrent Call Paths	\$ -	2	\$ 10.00	\$ 20.00
E911 (per seat)	\$ -	2	\$ 1.79	\$ 3.58
<u>Product Description - Additional Services</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Service MRC</u>
None	\$ -	0	\$ -	\$ -
<u>Product Description - Equipment*</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Equipment MRC</u>
CPE Bundle - 5 Path	\$ -	1	\$ 40.00	\$ 40.00
	\$ -			\$ 83.58
<b>Total MRC</b>				<b>\$ 83.58</b>
<b>Total Install</b>				<b>\$ -</b>

## Treatment Plants (includes all 3)

<u>Product Description - Bandwidth</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per item</u>	<u>Circuit/Line MRC</u>
Customer Provided Bandwidth	\$ -	3	\$ -	\$ -
<u>Product Description - Voice Service</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Service MRC</u>
Basic VoIP Seat	\$ -	3	\$ 10.00	\$ 30.00
Concurrent Call Paths	\$ -	3	\$ 10.00	\$ 30.00
E911 (per seat)	\$ -	3	\$ 1.79	\$ 5.37
<u>Product Description - Additional Services</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Service MRC</u>
None	\$ -	0	\$ -	\$ -
<u>Product Description - Equipment*</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Equipment MRC</u>
None	\$ -	0	\$ -	\$ -
	\$ -			\$ 65.37
<b>Total MRC</b>				<b>\$ 65.37</b>
<b>Total Install</b>				<b>\$ -</b>

Quote Expires 30 days from Creation Date shown.



# AiTech VoIP Proposal

*A Better Voice Alternative for Your Business*

## Police Department

<u>Product Description - Bandwidth</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Circuit/Line MRC</u>
AiTech Bandwidth - 1.5Mbps	\$ -	1	\$ 230.00	\$ 230.00
<u>Product Description - Voice Service</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Service MRC</u>
Premium VoIP Seat (includes VM box)	\$ -	16	\$ 15.00	\$ 240.00
Standard VoIP Seat (includes VM box)	\$ -	22	\$ 12.00	\$ 264.00
Concurrent Call Paths	\$ -	15	\$ 10.00	\$ 150.00
E911 (per seat)	\$ -	38	\$ 1.79	\$ 68.02
<u>Product Description - Additional Services</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Service MRC</u>
Call Center Queue with Reporting	\$ -	1	\$ 25.00	\$ 25.00
Call Center Agent (requires Premium Seat)	\$ -	2	\$ 10.00	\$ 20.00
Smart Record Call Recoding	\$ -	27	\$ 12.95	\$ 349.65
UC-One Mobility (requires Premium Seat)	\$ 405.00	27	\$ 2.95	\$ 79.65
Auto Attendant	\$ -	1	\$ 10.00	\$ 10.00
Hunt Group	\$ -	2	\$ 9.95	\$ 19.90
Hosted Fax Line	\$ -	1	\$ 29.99	\$ 29.99
<u>Product Description - Equipment*</u>	<u>*Install/Set-up</u>	<u>Quantity</u>	<u>Price per Item</u>	<u>Equipment MRC</u>
T1 CPE Bundle - 15 Path	\$ -	1	\$ 55.00	\$ 55.00
	\$ 405.00			\$ 1,541.21
<b>Total MRC</b>				<b>\$ 1,541.21</b>
<b>Total Install</b>				<b>\$ 405.00</b>

\*Equipment shown is drawn from Sales specifications. An AiTech Network Engineering Site Survey/Call Flow analysis will determine the exact equipment required for optimal performance. The pricing may fluctuate slightly depending on the results.

### LD Rates

Interstate Outbound	\$0.019/min
Interstate Inbound	\$0.019/min
Intrastate Outbound	\$0.019/min
Intrastate Inbound	\$0.039/min

**Quote Expires 30 days from Creation Date shown.**



# AItech VoIP Proposal

*A Better Voice Alternative for Your Business*

## Phone Options

### Purchase

Product Description	*Install/Set-up	Quantity	Price per Item	Total
Polycom VVX300 (In Service)	\$ -	10	\$ 130.00	\$ 1,300.00
Polycom VVX300 (EOC)	\$ -	10	\$ 130.00	\$ 1,300.00
Polycom VVX400	\$ -	39	\$ 190.00	\$ 7,410.00
Panasonic KX-TGP500 - Cordless	\$ -	2	\$ 185.00	\$ 370.00
Polycom PowerCube	\$ -	3	\$ 25.00	\$ 75.00
	\$ -			\$ 9,155.00
			<b>Total</b>	\$ 9,155.00
			<b>Total Install</b>	\$ -

Polycom VVX 300



Polycom VVX 400



Panasonic TGP500



## All Site Summary

Description	MRC Total	NRC Total
<b>Monthly Recurring Charges (excl Phones)</b>		
City Hall	\$ 726.03	\$ 165.00
Fire Department	\$ 120.57	\$ -
Public Works 306 4th Ave	\$ 135.06	\$ 30.00
Public Works 230 4th Ave	\$ 83.58	\$ -
Treatment Plants	\$ 65.37	\$ -
Police Department	\$ 1,541.21	\$ 405.00
<b>Service Total</b>	\$ 2,671.82	\$ 600.00

Quote Expires 30 days from Creation Date shown.





Shift Technologies, Inc.  
 P.O. Box 952  
 St. Cloud, MN 56302

# Estimate

Date	Estimate #
1/27/16	869

**Name / Address**  
 City of Sartell  
 125 Pinecone Road N  
 Sartell, MN 56377

**Expires**  
 01/30/2016

Qty	Description	U/M	Rate	Total
1	Dell Sonicwall TZ500 unit only	ea	1,245.00	1,245.00
	OR			
1	DELL SONICWALL TZ500 WITH 2YR SECURE UPG PLUS (Renew after first initial 2 years - options below)	ea	1,865.00	1,865.00
	OR			
1	DELL SONICWALL TZ500 WITH 3YR SECURE UPG PLUS (Renew after first initial 3 years - options below)	ea	2,279.00	2,279.00
	RENEWAL OPTIONS:			
1	COMPREHENSIVE GATEWAY SEC STE BNDL FOR TZ500 1YR	ea	689.00	689.00
1	COMPREHENSIVE GATEWAY SEC STE BNDL FOR TZ500 2YR	ea	1,045.00	1,045.00
1	COMPREHENSIVE GATEWAY SEC STE BNDL FOR TZ500 3YR	ea	1,459.00	1,459.00
1	SonicWall Rack Mount	ea	350.00	350.00

Subtotal \$8,932.00

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

Sales Tax (6.875%) \$0.00

Total \$8,932.00

**Rob Elliot**  
Auld's Communications  
8870 Jefferson Hwy  
Osseo, MN 55369  
612.704.0183

**Cabling Quote for City of Sartell – Police Department**

**11/18/15**

**Labor and materials for new cat5e cable runs 35 Single cat5e runs**

<b>Cat5e cable - 3500 feet</b>	<b>\$1,120.00</b>
<b>Labor –</b>	<b>\$2,200.00</b>
<b>32 – cat5e Jack Modules</b>	<b>\$216.00</b>
<b>32 – 1 port face plates</b>	<b>\$96.00</b>
<b>2 – trip charges</b>	<b>\$150.00</b>
<b>1 - 48 port patch panel</b>	<b>\$220.00</b>
<b>Total</b>	<b>\$4,002.00</b>

\*All work to be completed during normal business hours Monday-Friday.

# SARTELL CITY COUNCIL

# AGENDA COVER SHEET

Originating Department: <b>Administration &amp; Fire Dept</b>	Meeting Date: <b>February 8, 2016</b>	Agenda Item No. <b>5j</b>
Agenda Section: <b>Consent</b>	Item: <b>Resolution Appointing Fire Officers</b>	
<p><b>RECOMMENDATION:</b> Fire Chief will be recommending a Resolution to be delivered for your Monday night Council meeting appointing officers.</p> <p><b>BOARD/COMMISSION/COMMITTEE RECOMMENDATION:</b> Fire Department scoring committee goes through the process of scoring and ranking officer applications with the Chief delivering a final recommendation. That recommendation will be completed and delivered to your meeting on Monday night.</p> <p><b>BUDGET/FISCAL IMPACT:</b> None.</p> <p><b>ATTACHMENTS:</b> Resolution draft with current officers and blanks for those to be appointed to new terms.</p> <p><b>COUNCIL ACTION REQUESTED:</b> Consent agenda approval serves as approval of the Resolution to be delivered for your Council meeting. If item is removed from Consent, separate motion is requested approving Resolution Making Fire Officer Appointments.</p>		

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION MAKING FIRE OFFICER APPOINTMENT**

**WHEREAS**, the following are the current Fire Officers and terms:

<u>Office</u>	<u>Name</u>	<u>Term Expires</u>
Chief	Jim Sattler	12-31-18
Asst Chief	Claude Dingmann	12-31-16
Asst Chief	Wayne Harrison	12-31-17
Captain	Jerry Raymond	12-31-16
Captain	Lucas Dingmann	12-31-18
Safety Officer	Ryan Fitzthum	12-31-16
Training Officer	Ben Kockler	12-31-17

and **WHEREAS**, the policies and procedures of the Sartell Fire Department have been followed and a recommendation has been made to the Council as to how to fill the expiring Officer terms;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SARTELL**, that the following appointment is hereby made to fill the following officer positions to the indicated terms:

Captain \_\_\_\_\_  
Secretary Treasurer \_\_\_\_\_

**ADOPTED BY THE SARTELL CITY COUNCIL THIS 8<sup>th</sup> DAY OF FEBRUARY, 2016.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY ADMINISTRATOR**

# SARTELL CITY COUNCIL

# AGENDA COVER SHEET

Originating Department: <b>Administration/Engineering</b>	Meeting Date: <b>February 8, 2016</b>	Agenda Item No. <b>5k</b>
Agenda Section: <b>Consent</b>	Item: <b>4<sup>th</sup> Avenue S. Design Services</b>	
<p><b>RECOMMENDATION:</b> Motion to approve the proposal of WSB &amp; Associates Inc, for the 4<sup>th</sup> Avenue S extension from Heritage Drive to 4<sup>th</sup> Street S.</p> <p><b>BOARD/COMMISSION/COMMITTEE RECOMMENDATION:</b> None</p> <p><b>PREVIOUS COUNCIL ACTION:</b> None</p> <p><b>BACKGROUND:</b></p> <p>The city applied for and was granted federal funds to construct this segment of roadway in the amount of \$547,600. The preliminary opinion of probable construction cost for this project is \$3.3M. The proposed improvements include a 3-lane roadway, sanitary sewer, watermain, storm sewer and pedestrian improvements.</p> <p>WSB will complete the feasibility report and hold the public hearing in accordance with the State Statute 429 Assessment Hearing procedures prior to requesting authorization for final design.</p> <p>The federal funds for this project are in the State Transportation Improvement Program for fiscal year 2017.</p> <p><b>BUDGET/FISCAL IMPACT:</b> The WSB &amp; Associates proposal for final design services is \$255,893.00. The funds will be from the Municipal State Aid Account.</p> <p><b>ATTACHMENTS:</b> WSB Proposal and estimate of hours.</p> <p><b>COUNCIL ACTION REQUESTED:</b> Motion to approve the WSB &amp; Associates proposal to complete the plans and specifications for the 2017 4<sup>th</sup> Avenue S. roadway project with an anticipated bid date in December 2016.</p>		



**Estimate of Cost**  
**City of Sartell, Minnesota**  
**Professional Engineering Services**  
**Final Design of 4th Ave S from Heritage Dr to 4th St South**

Phase	Description	Estimated Hours										Total Hours	Cost	
		Principal	Project Manager	Engineer	Senior Environmental Scientist II	Environmental Scientist III	Graduate Engineer	Construction Observer	Professional Surveyor	Two Person Survey Crew	Engineering Specialist			Office Technician
		Andy Brotzler	Gina Dullinger	Jennifer Edison / Mike Shomion	Alison Harwood		N. Wingerter / V. Kubicek		Pete Helder		Ted Witkowski / Mike Molitor			Rochelle Hoff
<b>1</b>	<b>Project Management</b>													
	Project Management													
	Progress Meetings / General PM	16	24				8					8	56	\$6,768.00
	Utility Design Meeting		6	6							2	14	\$1,602.00	
	Ongoing coordination with utilities as design progresses		16	16			24				4	60	\$6,380.00	
	<b>Subtotal</b>	<b>16</b>	<b>46</b>	<b>22</b>			<b>32</b>				<b>14</b>	<b>130</b>	<b>\$14,750.00</b>	
<b>2</b>	<b>Feasibility Report &amp; Public Hearing</b>													
	Report Preparation	2	24				40				8			\$7,500.00
	Public Hearing	4	8				4				4			\$2,268.00
	<b>Subtotal</b>	<b>6</b>	<b>32</b>				<b>44</b>				<b>12</b>			<b>\$9,768.00</b>
<b>2</b>	<b>Final Design and Preparation of Construction Plans</b>													
	Data Collection													
	Gather and review existing as-built drawings		2				2					4		\$426.00
	Additional Topographic Survey								4	10	8	22		\$3,188.00
	Prepare topographic base map and create TIN								8		4	12		\$1,536.00
	Update topographic base map with utility information						4				8	12		\$1,408.00
	<b>Subtotal</b>		<b>2</b>				<b>6</b>		<b>12</b>	<b>10</b>	<b>20</b>	<b>50</b>		<b>\$6,558.00</b>
	Water Resources Engineering													
	Water Resources Engineering	4	12	60			80				80	2	238	\$27,254.00
	<b>Subtotal</b>	<b>4</b>	<b>12</b>	<b>60</b>			<b>80</b>				<b>80</b>	<b>2</b>	<b>238</b>	<b>\$27,254.00</b>
	Final Plans, Cost Estimates, and Special Provisions													
	Develop Proposed Alignments, Profiles, and Cross Sections	4	24	40			100				120	288		\$33,176.00
	Preliminary Engineer's Opinion of Probable Costs		2	4			8				8	22		\$2,502.00
	Title Sheet						2				4	6		\$704.00
	Prepare Existing Conditions and Removal Plan sheets			2			8				16	26		\$3,058.00
	Miscellaneous Details Sheets			2			4				8	14		\$1,650.00
	MnDOT Standard Plan Sheets			1			2				2	5		\$565.00
	Pedestrian facility design to meet ADA requirements		4	8			14				24	50		\$5,860.00
	Plan and Profile sheets		4	40			40				80	164		\$19,404.00
	Storm Sewer Plans		4	40			24				60	128		\$15,332.00
	Erosion Control and Turf Establishment Plan sheets		2	4			12				16	34		\$3,910.00
	Signing and Pavement Marking Plans		2	4			24				40	70		\$8,134.00
	Lighting Plans		2	6			24				40	72		\$8,376.00
	Watermain Plans		20	8			4				16	48		\$5,836.00
	Sanitary Sewer Plans		30	16			8				16	70		\$8,382.00
	Stormwater Pollution Prevention Plan & NPDES Permit		2	8		24					40	74		\$8,018.00
	Quantity Tabulations		4	8			10				40	62		\$7,572.00
	Statement of Estimated Quantities (SEQ)		2	2			8				8	20		\$2,260.00
	Prepare 100% State/Federal Aid Plan Submittal		4	16			24				80	124		\$15,028.00
	Prepare Federal Aid checklist and review package		1	2			8					12		\$1,174.00
	Prepare Delegated Contract Process (DCP) forms		4				2					6		\$668.00
	Final Project Specifications	2	6	8			6					46		\$4,362.00
	Revisions to Plans per City and MnDOT Comments		2	4			16				16	38		\$4,278.00
	Final Engineer's Opinion of Probable Costs		2	2			4					8		\$852.00
	<b>Subtotal</b>	<b>6</b>	<b>121</b>	<b>225</b>		<b>24</b>	<b>352</b>				<b>634</b>	<b>25</b>	<b>1387</b>	<b>\$161,101.00</b>
	QA/QC													
	QA/QC Reviews	4	40					40					84	\$9,872.00
	<b>Subtotal</b>	<b>4</b>	<b>40</b>					<b>40</b>					<b>84</b>	<b>\$9,872.00</b>
	Permits													
	DOH Watermain Plan Review		3									1	4	\$438.00
	MPCA Sanitary Sewer Extension Permit		5									1	6	\$680.00
	Wetland Conservation Act Approval	1		3	8	34					6	52		\$4,033.00
	COE Section 404 Permit (Anticipated Letter of Permission)	1		3	12	37					1	54		\$4,251.00
	<b>Subtotal</b>	<b>2</b>	<b>8</b>	<b>6</b>	<b>20</b>	<b>71</b>					<b>9</b>	<b>116</b>		<b>\$9,402.00</b>
<b>3</b>	<b>Geotechnical Services</b>													
	Geotechnical (Lump Sum)													
	Subsurface Investigation													
	Materials Design Recommendation													
	<b>Subtotal</b>													<b>\$7,500.00</b>

Phase Description	Estimated Hours											Total Hours	Cost	
	Principal	Project Manager	Engineer	Senior Environmental Scientist II	Environmental Scientist III	Graduate Engineer	Construction Observer	Professional Surveyor	Two Person Survey Crew	Engineering Specialist	Office Technician			
	Andy Brotzler	Gina Dullinger	Jennifer Edison / Mike Shomion	Alison Harwood		N. Wingerter / V. Kubicek		Pete Helder		Ted Witkowski / Mike Molitor	Rochelle Hoff			
<b>4 Bid Letting</b>														
Project Bidding														
Prepare Advertisement for Bids		2	8								2	12	\$1,360.00	
Answer Bidder Questions & Prepare Addenda (if necessary)		4	8									12	\$1,452.00	
Attend Bid Opening and Draft Letter of Recommendation	1	4	2								8	15	\$1,484.00	
<b>4 Assessment Preparation and Hearing</b>														
Final Assessment Calculations	2	8				8							\$2,020.00	
Assessment Hearing	4	8				16					4		\$3,372.00	
<b>Subtotal</b>	<b>6</b>	<b>16</b>				<b>24</b>					<b>4</b>		<b>\$5,392.00</b>	
<b>Subtotal</b>	<b>1</b>	<b>10</b>	<b>18</b>								<b>10</b>	<b>39</b>	<b>\$4,296.00</b>	
<b>Total Hours</b>	<b>33</b>	<b>239</b>	<b>331</b>	<b>20</b>	<b>95</b>	<b>470</b>	<b>40</b>	<b>12</b>	<b>10</b>	<b>734</b>	<b>60</b>	<b>2044</b>	<b>\$255,893.00</b>	
	<b>158.00</b>	<b>121.00</b>	<b>121.00</b>	<b>98.00</b>	<b>67.00</b>	<b>92.00</b>	<b>110.00</b>	<b>127.00</b>	<b>164.00</b>	<b>130.00</b>	<b>75.00</b>			
	<b>\$5,214.00</b>	<b>\$28,919.00</b>	<b>\$40,051.00</b>	<b>\$1,960.00</b>	<b>\$6,365.00</b>	<b>\$43,240.00</b>	<b>\$4,400.00</b>	<b>\$1,524.00</b>	<b>\$1,640.00</b>	<b>\$95,420.00</b>	<b>\$4,500.00</b>			
													<b>\$255,893.00</b>	

# SARTELL CITY COUNCIL

# AGENDA COVER SHEET

Originating Department: <b>Administration/Engineering</b>	Meeting Date: <b>February 8, 2016</b>	Agenda Item No. <b>51</b>
Agenda Section: <b>Consent</b>	Item: <b>East Side Utility Crossing Feasibility Report</b>	
<p><b>RECOMMENDATION:</b> Motion to authorize WSB &amp; Associates Inc. to expand the scope of the study approved in December, 2015 to include replacement of Lift Station No. 2 and associated sanitary sewer on the west side of the river.</p> <p><b>BOARD/COMMISSION/COMMITTEE RECOMMENDATION:</b> None</p> <p><b>PREVIOUS COUNCIL ACTION:</b> Council authorized WSB to complete a feasibility study for the East Side Utility Crossing in December of 2016 in the amount of \$21,773.00.</p> <p><b>BACKGROUND:</b></p> <p>Staff has requested that the study include the replacement of Lift Station No 2, located in Rotary Park on the west side of the river to insure the crossing study is compatible with the future replacement of this lift station and replacement of the sanitary sewer on the west side of the river.</p> <p><b>BUDGET/FISCAL IMPACT:</b> The WSB &amp; Associates proposal for this feasibility report is \$28,346.00 or an increase of \$6,573.00. The funds will be from the Sewer and Water Funds.</p> <p><b>ATTACHMENTS:</b> WSB Proposal.</p> <p><b>COUNCIL ACTION REQUESTED:</b> Motion to approve the WSB &amp; Associates expanded proposal to complete the Feasibility Report for the East Side Utility Crossing in the amount of \$28,346.00.</p>		



February 3, 2016

Brad Borders  
City of Sartell  
125 Pinecone Road  
Sartell, MN 56377

Re: Proposal for Feasibility Study and Report  
Sanitary Sewer River Crossing and Collection System

Dear Mr. Borders:

WSB & Associates, Inc. is pleased to provide you with our proposal for the preparation of a feasibility study and report to evaluate the options for crossing the Mississippi River with a new sanitary sewer main to replace the existing bridge supported sanitary sewer main and to prepare cost estimates to replace the collection piping and lift station located at Rotary Park.

The City's sanitary sewer collection system that is located on the east side of the river is entirely dependent on a single sewer main crossing the river. In addition, the main that is mounted above ground to an old industrial bridge may have a limited remaining life expectancy. If either the bridge or the sewer main were to fail, the sewage collected in the east sanitary sewer collection system would not have a way to flow across the river into the west sanitary sewer collection system and ultimately to the regional wastewater treatment plant. If a new sanitary sewer is constructed beneath the river, an inverted siphon may be a feasible option. An inverted siphon is a closed conduit designed to run full under pressure and carry wastewater under a depression, river, or stream. Inverted siphons are commonly used throughout the world.

In addition WSB has been asked to review and estimate the cost to replace the existing sanitary sewer collection system at the following locations:

- Replacement of the sewer along 1<sup>st</sup> Street NE to account for growth and development on the east side of the river.
- Replacement of the sewer on the west side of the river immediately downstream of the existing river crossing to lift station No. 2 located in Rotary Park. This lift station was scheduled for replacement in 2020; however, staff has recommended that costs be evaluated and consideration given to replacement at the same time the River Crossing improvements are made.

### **Proposed Engineering Services**

The feasibility report and study for the project will include the following:

1. Provide project management and coordination with City Staff.
2. Provide one (1) visit to review existing collection system and potential locations to route the proposed sanitary sewer main across the river.
3. Evaluate the existing sanitary sewer collection system including the entire east side and the system draining to Lift Station No. 2.
4. Perform surveying and determine sewer invert elevations along 1<sup>st</sup> Street NE, on the east side of the river immediately upstream of the existing river crossing, and on the west side of the river downstream of the existing river crossing to lift station No. 2.
5. Install wastewater flow measurement equipment inside two manholes selected in coordination with the City. It is anticipated that meters will be installed in a manhole on the east side of the river immediately upstream of the existing river crossing to determine the existing wastewater flow rates from the east sanitary sewer collection system, and in a manhole in Watab Creek Park just upstream of where this sewer connects to the sewer crossing from the east side. Review flow data collected from flow measurement equipment.
6. Estimate future flows in the east sanitary sewer collection system accounting for projected growth and development. Future flows will be estimated based on future land use zoning where more detailed data is not available.
7. Complete hydraulic calculations for an inverted siphon design to estimate the required size of the inverted siphon. Provide preliminary design layout(s) (GIS map figures) of the proposed inverted siphon for crossing the river and prepare detailed opinion of probable project costs.
8. Evaluate the cost to replace the collection piping on the west side of the river and Lift Station No. 2 with a submersible pump lift station.
9. Perform hydraulic calculations to size replacement sewer piping on 1<sup>st</sup> Street NE and estimate cost for replacement of the sewer.
10. Prepare preliminary project schedule.
11. Identify potential funding sources.
12. Prepare the feasibility report with colored GIS mapping figures.
13. Attend a City Council meeting to discuss the project and the feasibility report.

We propose to complete the feasibility study for an hourly, not-to-exceed cost of \$28,346.00 as summarized below.

<b>Task</b>	<b>Estimated Fee</b>
1. Provide project management and coordination	\$2,212.00
2. Provide one (1) visit to review the existing collection systems and review potential locations to route the proposed sanitary sewer main across the river.	\$1,264.00
3. Evaluate the existing sanitary sewer collection system.	\$632.00
4. Perform surveying and mapping.	\$1,932.00
5. Install wastewater flow measurement equipment inside two manholes. Review data collected from flow measurement equipment.	\$2,528.00*
6. Estimate future flows in east sanitary sewer system.	\$790.00
7. Complete hydraulic calculations for an inverted siphon design to estimate the required size of the inverted siphon. Provide preliminary design layout(s) (GIS map figures) of the proposed inverted siphon for crossing the river and prepare detailed opinion of probable project costs.	\$5,732.00
8. Evaluate the cost to replace Lift Station No. 2 and associated collection system.	\$2,528.00
9. Size and estimate cost for replacement of sewer piping on 1 <sup>st</sup> Street NE based on projected future conditions.	\$3,160.00
10. Prepare preliminary project schedule.	\$158.00
11. Identify potential funding sources.	\$474.00
12. Prepare the feasibility report with colored GIS mapping figures.	\$5,672.00
13. Prepare presentation and attend city council meeting to discuss feasibility study report.	\$1,264.00
<b>Total Estimated Not-to-Exceed Fee</b>	<b>\$28,346.00</b>

\* Cost for flow metering includes labor only, and does not include cost for equipment rental

Actual fees will be based on the hourly rates and the actual time spent by the team members working on the project. The estimated maximum fee will not be exceeded without prior authorization from the City. Any additional services requested which are beyond the scope of work can be provided and charged at the hourly rates in effect for the individuals performing the work, after authorization by the City.

Thank you for this opportunity to provide professional consulting services to the City of Sartell. If this proposal is acceptable, please execute the signature block below and return as our authorization to proceed.

Please do not hesitate to contact me at 651-286-8466 if you have any questions.

Brad Borders  
December 8, 2015  
Page 4

Sincerely,

*WSB & Associates, Inc.*



Greg F. Johnson, P.E.  
Water/Wastewater Group Manager

c: Mike Nielson, WSB & Associates, Inc.

**ACCEPTED BY:**  
**City of Sartell, Minnesota**

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# SARTELL CITY COUNCIL

# AGENDA COVER SHEET

Originating Department: <b>Administration/Engineering</b>	Meeting Date: <b>February 8, 2016</b>	Agenda Item No. <b>5m</b>
Agenda Section: <b>Consent</b>	Item: MSA Municipal State Aid Advance Request	
<p><b>RECOMMENDATION:</b> Motion to Approve the attached Resolution requesting the advance of State Aid Funds to reimburse the road fund for dollars spent on state aid eligible projects previously completed.</p> <p><b>BOARD/COMMISSION/COMMITTEE RECOMMENDATION:</b> None</p> <p><b>PREVIOUS COUNCIL ACTION:</b> None</p> <p><b>BACKGROUND:</b></p> <p>The attached resolution is a request for the advance of future state aid funds to reimburse the city for projects in previous years that were funded with local dollars. The project include: 220-103-002 Pinecone Road from CR 120 to Heritage Drive completed in 2001 and 220-118-001the Heritage Drive project east if Pinecone Road which was completed in 2009.</p> <p>In addition the advance request includes \$75,000 for an MSA annual bond repayment.</p> <p>The total reimbursement request is in the amount of \$1,745,515.25</p> <p><b>BUDGET/FISCAL IMPACT:</b> Reimbursement from the MSA account for previously expended funds will allow for funding of other future road projects in the amount of \$1,745,515.25</p> <p><b>ATTACHMENTS:</b> Resolution</p> <p><b>COUNCIL ACTION REQUESTED:</b> Motion to approve the attached Resolution No. 07-2016</p>		

# Resolution No. 07-2016

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Council member \_\_\_\_\_ introduced the following resolution and moved its adoption:

WHEREAS, the Municipality of **Sartell** has completed Municipal State Aid Street Project(s) including Project No. 220-103-002, 220-103-004 and 220-118-001 with local funds in excess of our annual allotment and advancement limit, and

WHEREAS, the Municipality of Sartell is eligible to advance up to 5 times our annual allotment, and

WHEREAS, said municipality is seeking repayment of local funds on of said project(s) through the use of an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of date <u>1/31/016</u>	\$ <u>(828,661.88)</u>
Less estimated disbursements:	
Project # <u>220-103-002</u>	\$ <u>58,080.06</u>
Project # <u>220-118-001</u>	\$ <u>1,616,435.19</u>
Project # _____	\$ _____
Project # _____	\$ _____
Bond Principle (if any)	\$ <u>75,000</u>
Project Finals (overruns-if any)	\$ _____
Other _____	\$ _____
Total Estimated Disbursements	\$ <u>1,749,515.25</u>
Advance Amount (amount in excess of acct balance)	\$ <u>1,749,515.25</u>

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b, and

WHEREAS, the Municipality acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, Be It Resolved: That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the Municipality of Sartell in an amount up to **\$1,749,515.25**. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid.

I HEREBY CERTIFY that the above is a true and correct copy of a resolution presented to and adopted by the Municipality of Sartell County of Stearns, State of Minnesota, at a duly authorized Municipal Council Meeting held in the Municipality of Sartell, Minnesota on the 8th day of February, 2016, as disclosed by the records of said Municipality on file and of record in the office.

Municipality of Sartell

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Mayor

# SARTELL CITY COUNCIL

# AGENDA COVER SHEET

Originating Department: <b>Administration</b>	Meeting Date: <b>February 8, 2016</b>	Agenda Item No. <b>5n</b>
Agenda Section: <b>Consent</b>	Item: <b>Damon Farber Proposal</b>	
<p><b>RECOMMENDATION:</b> Staff recommends approval of attached Proposal.</p> <p><b>PREVIOUS COUNCIL ACTION:</b> Prior Council action approved use of \$18,500 in Street Fund toward landscape design services by WSB for our Pinecone Road roundabouts.</p> <p><b>BACKGROUND:</b> WSB has done initial work totaling just under \$5,700 from the budgeted funds. That initial work resulted in discussion of how we can better ensure our various plans reflect a cohesive plan. So we reached out to Damon Farber, landscape architects who had done some private sector work on the Chateau Waters and Lake Francis projects. Their proposal is attached. It will start with the initial work from WSB, but develop a more comprehensive plan that results in final work for Pinecone Road roundabouts, but also in a broader branding concept for use as we complete other projects in the City. Our steering committee will consist of Mayor, representatives from each of our City Commissions as well as various City department staff. Concepts will come to full Council for input and final approvals.</p> <p><b>BUDGET/FISCAL IMPACT:</b> \$24,948 proposal will be funded using \$12,800 from remaining budgeted funds and the balance from Street Fund.</p> <p><b>ATTACHMENTS:</b> Proposal.</p> <p><b>COUNCIL ACTION REQUESTED:</b> Consent agenda approval serves as approval of the Proposal. If item is removed from Consent, separate motion is requested approving Proposal.</p>		



# Sartell Public Realm Branding & Design

Landscape Architecture

## SCOPE OF WORK & CORRESPONDING PROFESSIONAL FEES

TASK	HOURS						TOTAL HOURS	ESTIMATED FEE
	PRINCIPAL IN CHARGE	SENIOR STAFF	PROJECT MANAGER	ASSOCIATE STAFF	LANDSCAPE DESIGNER			
1.01 Background Information & Review			3				3	\$420
1.02 Discovery Meeting			6	6			12	\$1,590
1.03 Site Analysis			1	1			2	\$265
1.04 Develop Visual Listening Exercise		1	4	12	2		19	\$2,441
1.05 Visual Listening Meeting			6	6			12	\$1,590
1.06 Concept Plans			6	12	20		38	\$4,640
1.07 Concept Review Meeting			6	6			12	\$1,590
1.08 Design Development Plans			8	20	12		40	\$5,000
1.09 Estimate of Probable Costs			4				4	\$560
1.10 Final Construction Documents			4	8	12		24	\$2,940
1.11 Addendums & Bidding Questions			2		4		6	\$740
1.12 Field Reports				8			8	\$1,000
1.13 Punch List				8			8	\$1,000
1.14 Project Administration	2		6				8	\$1,172
<b>Total Estimated Professional Fee</b>							<b>\$24,948</b>	<
Plus Expenses at cost								



January 13, 2016

Ms. Mary Degiovanni  
Sartell City Administrator  
125 Pinecone Rd N  
Sartell, MN 56377

### Landscape Architectural Fee Proposal – Public Realm Branding & Design

Dear Mary,

I'm thrilled to share with you our proposal for collaborative community public realm branding and design services related to the City of Sartell. Damon Farber has recently worked on two projects in Sartell, and is familiar with your community from our involvement in the Chateaux Waters project. That project lead to further work with Ferche Companies on the development of a vision plan for public park space around Lake Francis.

Our enclosed proposal anticipates a collaborative process with key community stakeholders, to ultimately develop a Sartell public realm "brand". To establish your brand we'll go through a discovery process to explore materiality, character, seasonality, community history, and design style.

I understand and appreciate your desire to develop a strong precedent on which the community can build and replicate/ imitate throughout Sartell's public realm. The vocabulary of design materials will create a language unique to Sartell and enhance your community's identity.

Following the discovery process we'll develop roundabout design concepts and construction documents inclusive of paving, lighting, furnishings, plantings and other related landscape materials. The tailored process and fee enclosed is based on our correspondence and conversation and I'm hopeful it meets your expectations. The scope of work and fee are negotiable depending on the ultimate scope of work.

Public sector and community based projects are two areas of expertise for Damon Farber, and we feature many great examples of our work at [www.damonfarber.com](http://www.damonfarber.com). Please visit our website to learn about our work, our talented staff, and the positive impact we bring to each endeavor.

Sincerely,

Chuck Evens, Senior Landscape Architect



## PROJECT UNDERSTANDING

Sartell Minnesota is a proud community that has grown dramatically and quickly over the past decade. The median income is one of the highest in the region and the community is home to a highly sought after school district. Citizens of Sartell have been highly engaged in the community's growth and many volunteers have helped envision and establish numerous community amenities.

Sartell is a forward-looking community engaged in shaping its own future. The residents and businesses of Sartell are working to capitalize on the qualities and values that have made it a successful and desirable community. However, the city has also realized some growing pains associated with its quick growth, and is striving to plan and invest in the community in strategic ways that reinforce the community pride and standing in the region. Over the past ten years the city identified three adjectives to describe initiatives for Sartell; Progressive, Change, Desirable. Those measures helped transform Sartell into a distinctive, desirable place to live, a place that stands out for its parks and trails, a medical community and a sense of community. Today, City leadership remains committed to further improvement on a number of fronts.

Recently the City made a significant investment in the reconstruction of Pine Cone Road to enhance safety and improve traffic flow. The project included a series of three roundabouts at key intersections. Some design work was developed by the City's consulting engineer, but the City would like to broaden the scope to include brand identity the city desires.

### 3 Roundabouts

1. 2<sup>nd</sup> Street Roundabout
2. Heritage Drive Roundabout
3. Scout Drive Roundabout

This proposal is to develop plans to enhance the three roundabouts that make up a critical part of the city's public realm, and can begin to establish a precedent design language. The city's intent is to build upon the design language and positive image the roundabouts will establish.

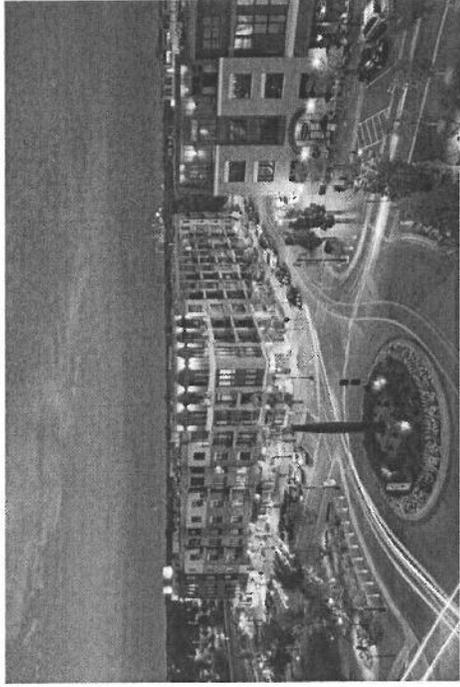
A budget was not disclosed.



## FIRM PROFILE

Damon Farber is an award winning landscape architecture and site planning firm that delivers high quality design, offers a collaborative approach, and strives to create exceptional outdoor environments that reflect sensitivity to the natural environment and an uncompromising dedication to the needs of our clients. Our creative team of Landscape Architects concentrates their efforts in the planning and design of exterior spaces as they relate to aspects of programming, circulation, function, spatial organization, historical precedence and maintenance.

We place an emphasis on the importance and value of enhancing spaces that reflect clarity of site, landscape and compositional relationships and a strong sense of place. Our goal is to arrive at responsive, resourceful and sensitive schemes that meet client and user needs.



Excelsior & Grand -- St. Louis Park, MN

Our design philosophy is premised upon the concept that above all else, the design process and product must reflect the highest level of professional expertise. This expertise is based upon aesthetic sensitivity, current technology, function, logic, and fiscal responsibility.

### AREAS OF EXPERTISE

- Site Planning
- Landscape Architecture
- Sustainable Design
- Urban Design

### FIRM FACTS

- > Established 1981
- > Headquartered in Downtown Minneapolis
- > Legal Status: Minnesota Corporation
- > Ownership: Thomas Whitlock, ASLA
- > 8 Landscape Architects-In-Training
- > 7 Registered Landscape Architects
- > 3 LEED Accredited Professionals

### KEY PRACTICE AREAS

- |            |                    |
|------------|--------------------|
| Community  | Mixed-Use          |
| Corporate  | Parks & Recreation |
| Education  | Senior Housing     |
| Government | Transportation     |
| Healthcare | Urban Design       |
| Housing    | Zoo                |
| Historic   |                    |



## PROJECT APPROACH

Our approach your design project follows an inclusive process with multiple stages in which each stage builds upon the previous one. As Landscape Architects we can have a tremendous impact on a project when engaged early in the planning and development process. We are trained to think differently than Architects and Engineers, considering the user experience first and foremost, all the while seeking to harmoniously integrate the whole exterior environment with nature, the public realm and existing or planned facilities.

We insist upon a **discovery process** to kick-off this project in order to learn more about your history, your residents, what makes your community unique, and what your community's future might look like. We'll explore together design precedents that we can draw from for inspiration. A **visual listening exercise** will afford us and your identified steering committee an opportunity to view a variety of precedent images, and through conversation, begin to focus and identify a design vocabulary unique to your community. At the completion of this phase we'll summarize the materials, plant vocabulary, and design style that represent the "Sartell Brand"

In the **concept design** phase we'll take the vocabulary we established together and develop design concepts illustrating a branded public realm. The concepts will convey a theme that incorporates established plant and material vocabulary throughout each concept. We'll share the concepts with you and verify they meet or exceed your expectations prior to moving forward.

Upon approval of the concept designs we advance our work in **design development**. We transition at this point from colorful illustrated concepts to black and white preliminary construction documents and specifications. A site and landscape plan evolve from your feedback, conversations, and a budget review. Preliminary design details and specifications are drafted. It's important at this step that all parties are comfortable with the design progress, and believe the project goals will be realized before we proceed into the next design phase. At this time the more detailed plans and preliminary specifications afford an opportunity for **consultant or independent estimates of probable costs**.

By the time we reach the **construction documents** phase most "design" decisions have typically been made, and our focus turns to completing documents for bidding and construction. The exception to that is any necessary changes for budget reconciliation. The detail added in this phase will reduce unknowns and add clarity to the design intent. The added clarity results in more accurate competitive bids to complete the work.

Lastly, our **construction administration** services ensure that you the "Owner" get what you paid for. We can conduct routine site visits during active site/landscape construction to monitor conformance with design plans and specifications. We'll respond to all contractor submittals and questions, and represent the Owners interests at all times.

# DF/

## WORK PLAN

### DISCOVERY PROCESS

#### 1.1 Background Information & Review

Receive and review project documentation including survey, geotechnical reports, local codes, past plans, etc.

#### 1.2 Discovery Meeting

This is a casual meeting between the consultant and the steering committee you identify. We'll discuss goals for the project, and listen to what makes Sartell unique. Questions we ask will help us better focus our efforts as we develop a visual listening exercise.

#### 1.3 Site Analysis

Investigate the site(s) to further understand and appreciate the site's context, circulation, views, adjacent uses, topography and soils.

#### 1.4 Develop Visual Listening Exercise

We'll create material boards/slideshows that afford the steering committee visual aids, facilitate conversation, and begin to help identify likes and dislikes. Explore materials and evaluate for cost, maintenance, and longevity.

#### 1.5 Visual Listening Meeting

The steering committee will be presented a series of alternatives for a variety of design elements. Together we'll narrow the alternatives, and begin to identify and characterize the "Sartell Brand" for the public realm.

### CONCEPT DESIGN

#### 1.6 Concept Plans

Prepare illustrated concept plans that incorporate signage, paving, lighting, landscape, and other appropriate features. Plans will be prepared in an illustrative format, and include a minimum of (1) illustrated perspective.

#### 1.7 Concept Review Meeting

Review concept plans and validate design/brand.

### DESIGN DEVELOPMENT

#### 1.8 Design Development Plans

Produce design development plans that incorporate theme, materiality preferences, feedback, and budget. Initiate drafting of preliminary design details. Tailor preliminary specifications.

#### 1.9 Estimate of Probable Costs

Estimate design development plans and validate budget.

### CONSTRUCTION DOCUMENTS

#### 1.10 Final Construction Document Plans

Prepare final plans. Design modifications may include budget reconciliation and minor owner requests. Significant changes at this stage may require an adjustment to the design contract.

### CONSTRUCTION ADMINISTRATION

#### 1.11 Addendums & Bidding Questions

Prepare any necessary addendums to clarify documents respond to questions.

#### 1.12 Field Reports

Visit site during key installation times to review and ensure compliance with construction documents.

#### 1.13 Punch List

Final site visit at substantial completion to document any items not in compliance with construction documents.  
(End of Work Plan)



## RELEVANT PROJECT EXPERIENCE

### CITY/COMMUNITY IDENTITY

Camp Phillips Business Campus  
Village of Weston, WI

Excelsior and Grand Development  
St. Louis Park, MN

Front Street Connectivity Plan  
Mankato, MN

Lake Elmo Urban Design & Branding  
Lake Elmo, MN

The Village at Mendota Heights  
Mendota Heights, MN

Midtown Greenway  
Minneapolis, MN

Minneapolis Downtown Improvement District  
Minneapolis, MN

Minnetonka Public Realm/Streetscape  
Minnetonka, MN

Sports Town USA  
Blaine, MN

TCAAP Redevelopment  
Arden Hills, MN

Vermillion Street Master Plan  
Hastings, MN

### CAMPUS BRANDING/DESIGN

3M Center Framework Plan  
Saint Paul, MN

Biomedical Discovery District  
University of Minnesota

Chateaux Waters  
Sartell, MN

Luther Seminary Campus  
Saint Paul, MN

Minnesota State University Mankato  
Mankato, MN

Minnesota State University Moorhead  
Moorhead, MN

North Dakota State Capitol Grounds  
State of North Dakota

Target Corporation Northern Campus  
Brooklyn Park, MN

University of St. Thomas  
Saint Paul, MN

### PARK & OPEN SPACE DESIGN

Central Park  
Maple Grove, MN

Open Space and Flood Control Project  
East Grand Forks, MN

Gateway Park  
Minneapolis, MN

Grams Regional Park  
Sherburne County, MN

Grand Forks Greenway  
US Army Corp of Engineers

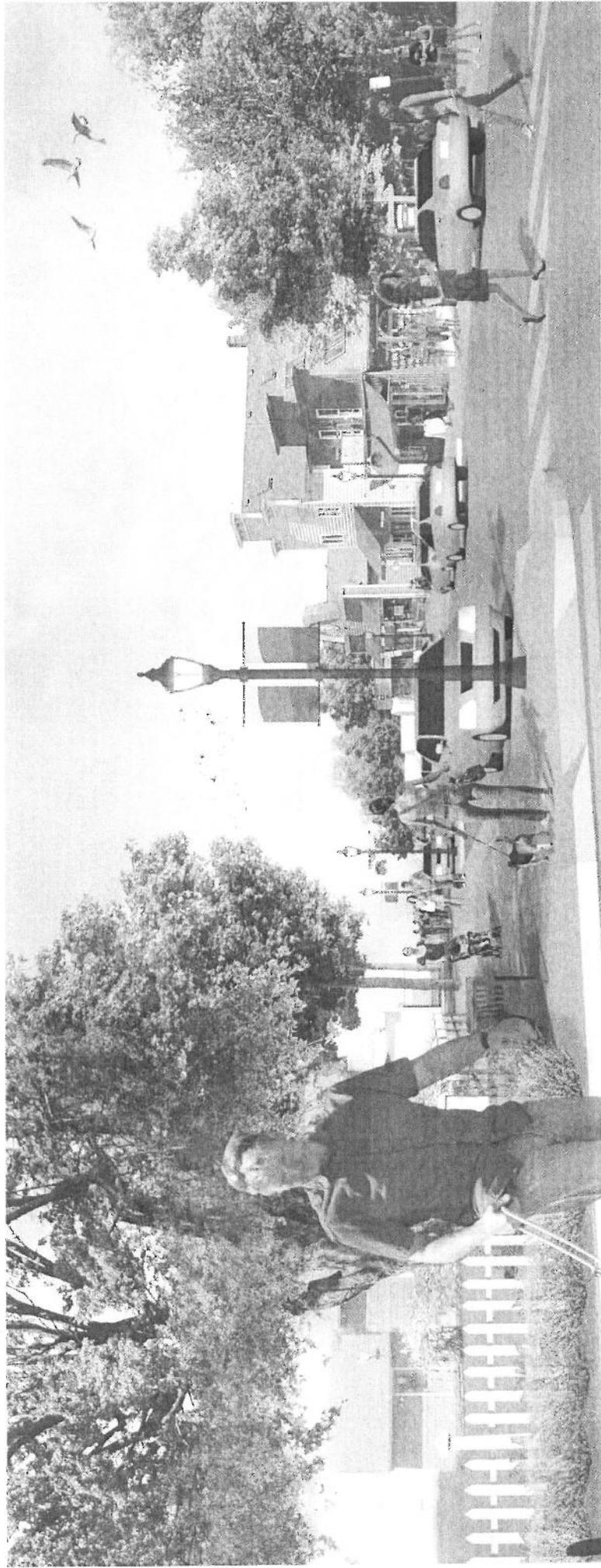
Lake Francis Park  
Sartell, MN

Minnesota Zoo  
Apple Valley, MN

Ramsey County Park Wayfinding  
Ramsey County, MN

Riverfront Park & Amphitheater  
Marikato, MN

Town Green Park  
Maple Grove, MN



## Downtown Lake Elmo

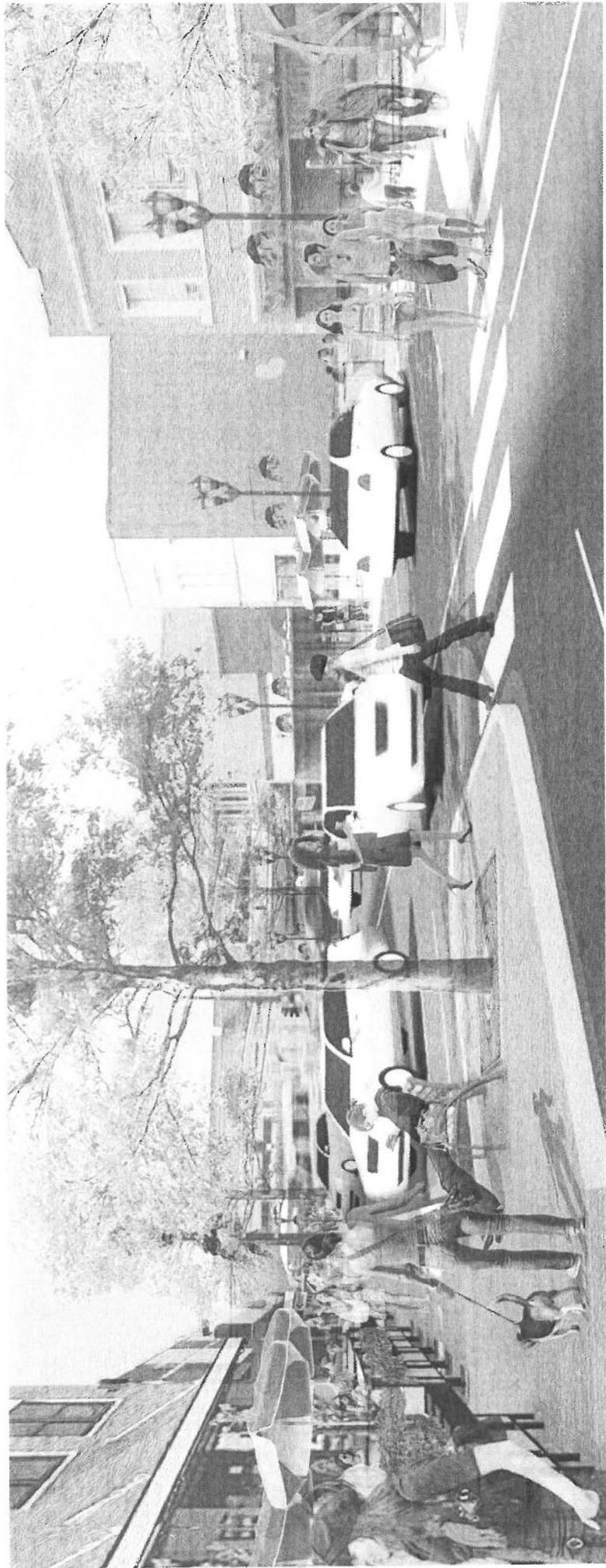
Lake Elmo has a strong agricultural and open space heritage that is in danger of being lost through proposed development. The City asked Damon Farber Associates to develop a 'Kit of Parts' to guide the direction of private and public realm improvements within the city that would reinforce the unique character of Lake Elmo and preserve their unique sense of place.

Damon Farber Associates worked with community stakeholders to clearly define the Lake Elmo brand through a series of visual listening exercises. Damon Farber Associates then went about illustrating a kit of parts that could be used as a 'tool box' for public realm improvement projects. Finally a series of illustrations were developed to demonstrate how the kit of parts could be used in a variety of circumstances. The success for this effort is a result of the open dialogue achieved with passionate stakeholders, city staff and elected officials within the community. The 'Kit of Parts' tool box has become a valued resource for developers, business owners, city staff and the community at large.

### PROJECT FACTS

- Location: Lake Elmo, MN
- Completed: 2013
- Size: Community Wide

### REFERENCE



## Front Street Connectivity Plan

The City of Mankato has seen significant growth of civic, hospitality and office uses within the downtown core. Many of the projects have been completed without acknowledging the larger contextual connectivity issues. Historic Front Street, the main spine leading through the downtown area, is dotted with a number of vacant buildings that have created a disjointed experience for visitors and workers alike.

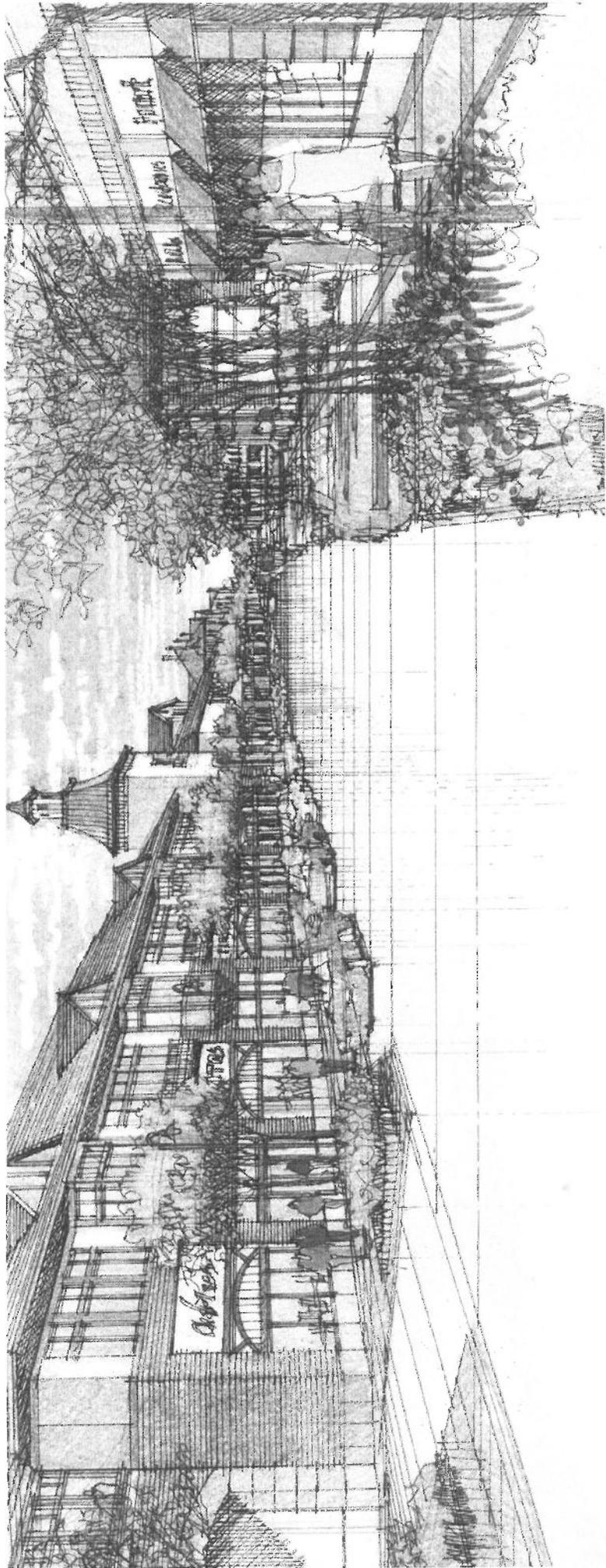
Damon Farber Associates was commissioned to develop a plan that would improve way finding, extend the successful public art program, incorporate public transit and improve the overall brand of the City Center. Damon Farber Associates collaborated with local architects, stakeholders, city officials and developers to craft a plan that leveraged proposed projects to enhance the public realm, improve way finding, attract private investment and reinforce downtown Mankato as a 24/7 destination.

### PROJECT FACTS

- Location: Mankato, MN
- Completed: 2012
- Size: 12 city blocks

### REFERENCE

Eric Harriman, Director  
City Center Partnership  
PO Box 193  
Mankato, MN, 56001  
507.388.1062



## The Village at Mendota Heights

The "Village at Mendota Heights" is a mixed-use development with over 100,000 sf. of mixed-use retail and office space, and includes approximately 135 new housing units. The Village design draws on the successful mixed use, pedestrian friendly environment of the classic 1914 "Market Square" plan of Lake Forest, Illinois, designed by Chicago architect Howard Van Doren Shaw. Like Lake Forest, this project reflects the desire of civic leaders who wished to creatively integrate lifestyle living, shopping and working into a cohesive village, connecting people with one another again.

As the landscape architect, we led the site planning through our efforts in defining urban design goals, enhancing the community's vision, developing the village character, and collaborating with the developer, city, and design team to insure consistency in the project's pedestrian friendly design and aesthetics. Locally harvested limestone blocks are used throughout the village water features and landscape, helping to define all outdoor patios. Landscaping is used to direct pedestrian flow, trees and street lights march down the sidewalk developing a consistent rhythm for the development.

### PROJECT FACTS

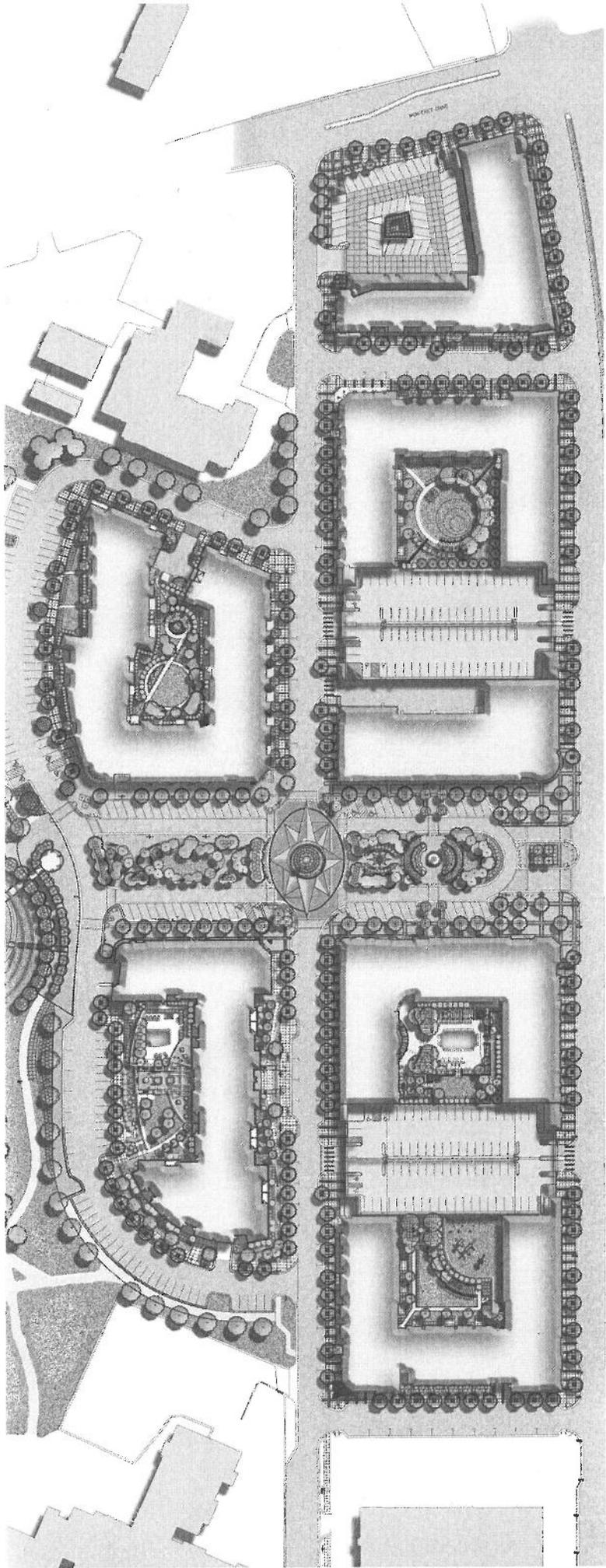
- Location: Mendota Heights, MN
- Completed: 2005
- Size: 23 acres
- Budget: \$1,800,000

### AWARDS

- ASLA-MN Merit Award
- MSCA Star Award
- Finance & Commerce Top Project 2007
- MSP Business Journal Best in Real Estate Mixed-Use Development

### REFERENCE

Ross Felercorn  
RMF Group (Developer)  
612-363-6208



## Excelsior & Grand

The City of St. Louis Park, through a community wide visioning process created a plan for redeveloping an eight square block area into a vibrant space for living, shopping and working. TOLD Development was selected by the City to make the vision a reality and subsequently hired Damon Farber Associates to develop a comprehensive site plan that would reflect the upscale nature of the development and the vision of the community.

The focal point of the development is a two block long Town Green. Elements such as decorative street lighting, banners, seasonal planters, public art, arbors, fountains and decorative pavers reinforce the pedestrian atmosphere and promote the image of a vital community destination.

A two hundred person Veteran's Memorial amphitheater with ADA access to the park, provides an inviting space for community events. The unique partnership between private development and public open space results in a space that reflects the vision of the community.

### PROJECT FACTS

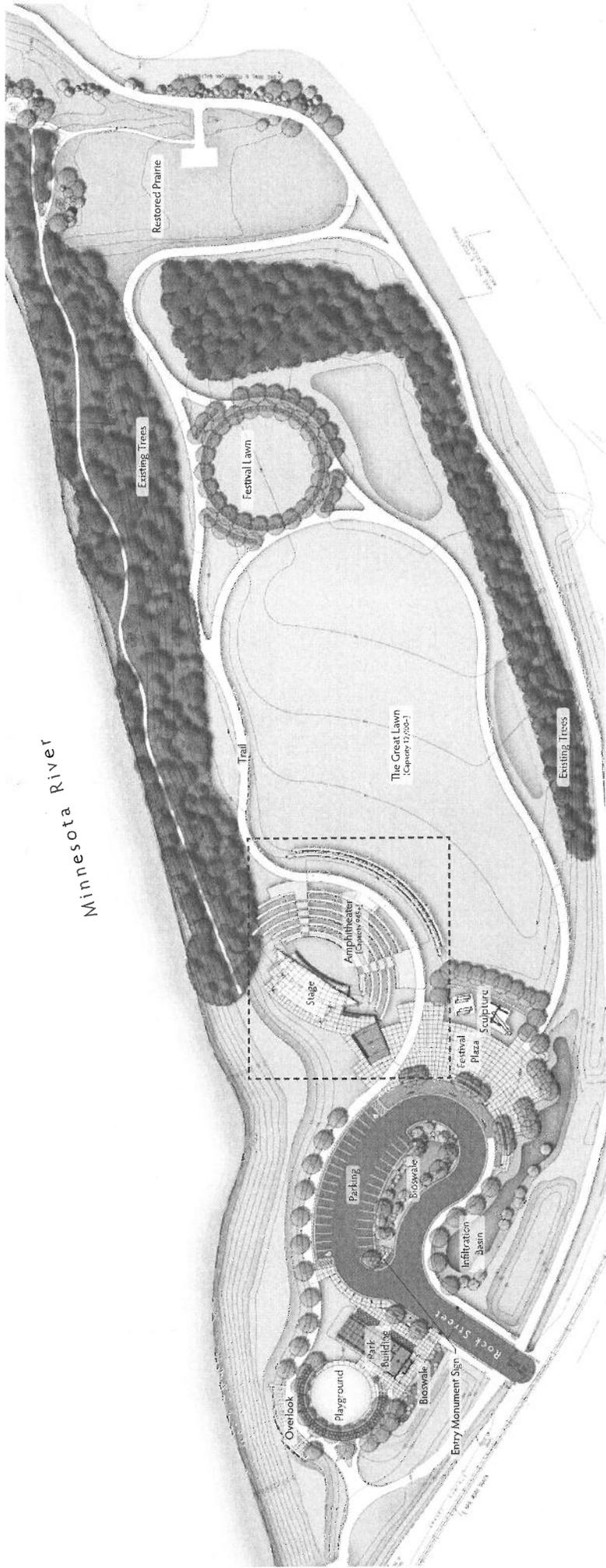
- Location: St. Louis Park, MN
- Completed: 2010
- Size: 16 acres
- Budget: \$1,800,000

### AWARDS

- The Smart Growth Award
- 1000 Friends of Minnesota
- Minnesota Shopping Center Award
- ASLA-MN Merit Award
- LEED Neighborhood Design

### REFERENCE

Tom Harmening, City Manager  
 City of St. Louis Park  
 Phone: 952.924.2525



## Riverfront Park

Riverfront Park overlooks downtown Mankato from the revamped "Old Town" along the Mighty Minnesota River. Sustainable design and a reverence for the unique location inspired custom furnishings from salvaged timber, bioswales and infiltration basins blooming with native plants, permeable pavers and an irrigation system that utilizes reclaimed water from the adjacent waste-water treatment plant. Terraced seating for the Vetter Stone Amphitheater, recently named one of the top outdoor concert venues in the state, is crafted from indigenous Mankato-Kasota limestone

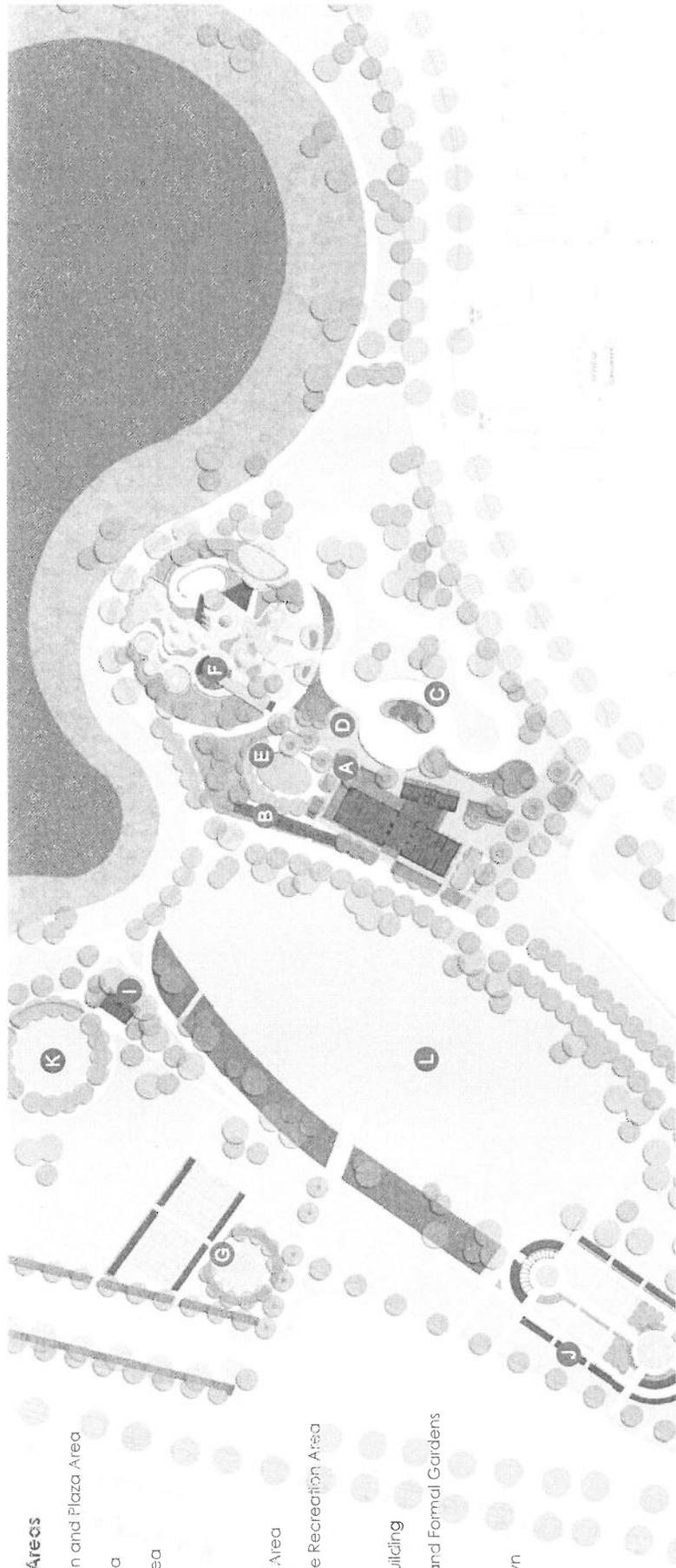
- > Stormwater infiltration basins, bioswales, and permeable pavement cleanse runoff
- > Indigenous limestone and reclaimed Douglas Fir timbers utilized
- > Canoe/kayak launch affords easy access to the Minnesota River
- > River overlook and playground located to take full advantage of views up and down the river, and the adjacent building provides restrooms and bicycle parking
- > Festival plaza and lawn provides space for vendors at large events
- > Amphitheater accommodates 4,000 people on limestone terraces and The Great Lawn an additional 12,000 event goers

### PROJECT FACTS

- Location: Mankato, MN
- Completed: 2010
- Size: 14 acres
- Budget: \$3,200,000

### REFERENCE

Pat Heriges, City Manager  
 City of Mankato  
 507.387.8695  
 pheriges@city.mankato.mn.us



**Park Sub-Areas**

- A** Main Pavilion and Plaza Area
- B** Pergola Area
- C** Ice Loop Area
- D** Fire Pit Area
- E** Splash Pad
- F** Playground Area
- G** Hard Surface Recreation Area
- H** Picnic Area
- I** Restroom Building
- J** West Entry and Formal Gardens
- K** Overlook
- L** Central Lawn

## Central Park

- > Reclaimed 40 acre mining site is becoming a signature community park in the heart of Maple Grove after 30 years in the comprehensive plan
- > Recreational opportunities include pickleball, basketball, tennis, ice skating, playground, walking & biking trails
- > Formal garden and lawn with raised covered stage for events and weddings
- > A central lawn provides flexible open space for passive and active recreation and is flanked by a bioswale that will treat and infiltrate stormwater and irrigation runoff
- > Park building offers space for community events, provides restrooms, and a warm space to tie skates for the winter skating loop
- > Splash pad offers relief from summer heat and affords children an interactive experience with water play
- > Playground includes vibrant and cleverly designed play elements plus zones for various aged children, a hillside slide zone, sand play zone, tower zone, swing zone, and a rock climbing wall

### PROJECT FACTS

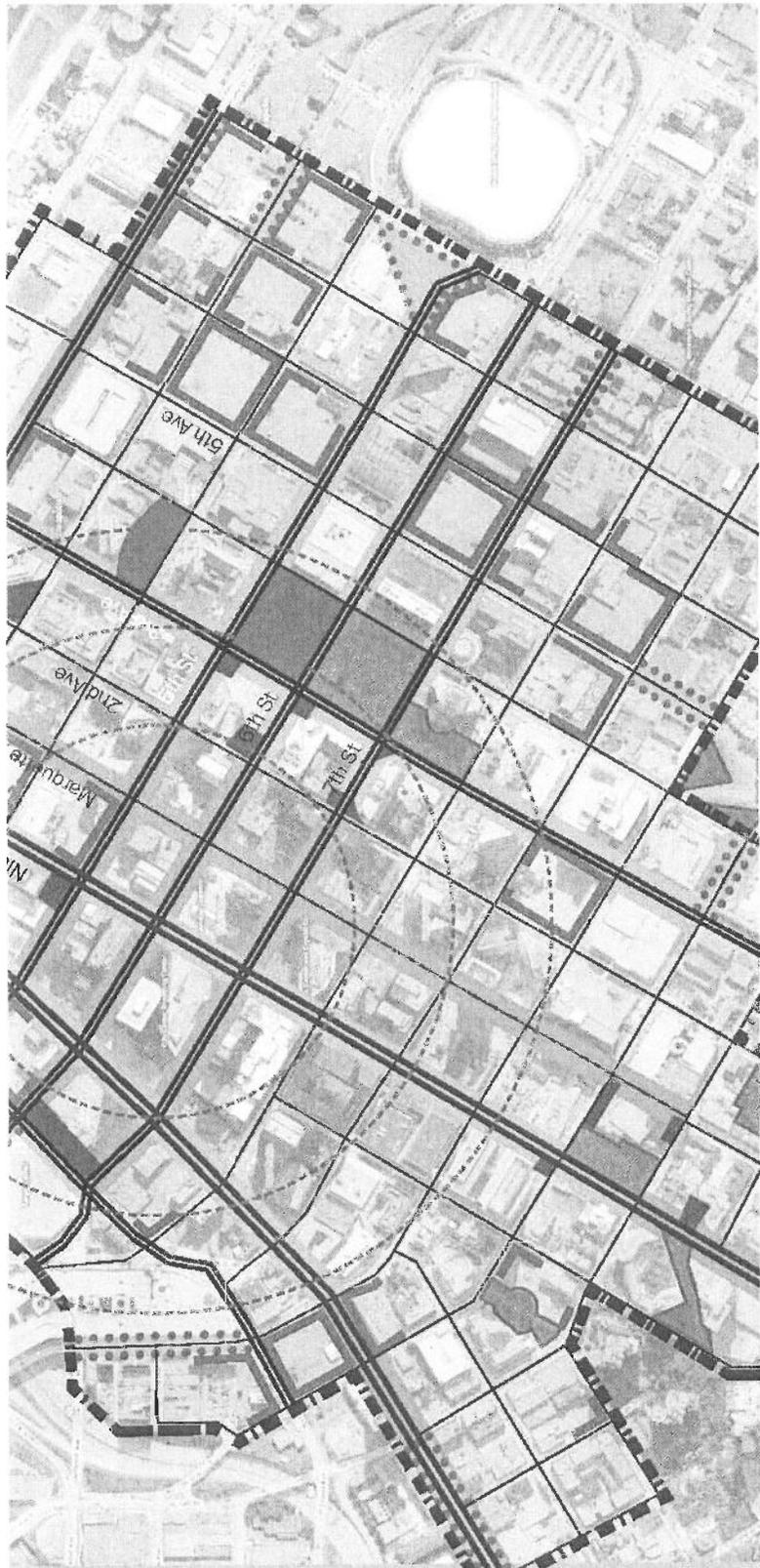
- Location: Maple Grove, MN
- Completed: 2015
- Size: 40 acres
- Budget: \$13,000,000 (PHT)

### REFERENCE

Chuck Stiffler, Project Manager  
 City of Maple Grove, Minnesota  
 763-494-6503  
 cstiffler@ci.maple-grove.mn.us

# FRAMEWORK PLAN

KEY



## Downtown Improvement District

The Minneapolis Downtown Improvement District hired a team led by Damon Farber to develop a phased master plan that would transform downtown Minneapolis over 20 years into a more pedestrian friendly and green downtown. The strategy is premised upon the concept that if downtown continues to feel safe, vibrant and sustainable that growth and private investment will follow. The effort focuses on improving the public sidewalks, parking lots and private storefronts of downtown through a public/private partnership approach.

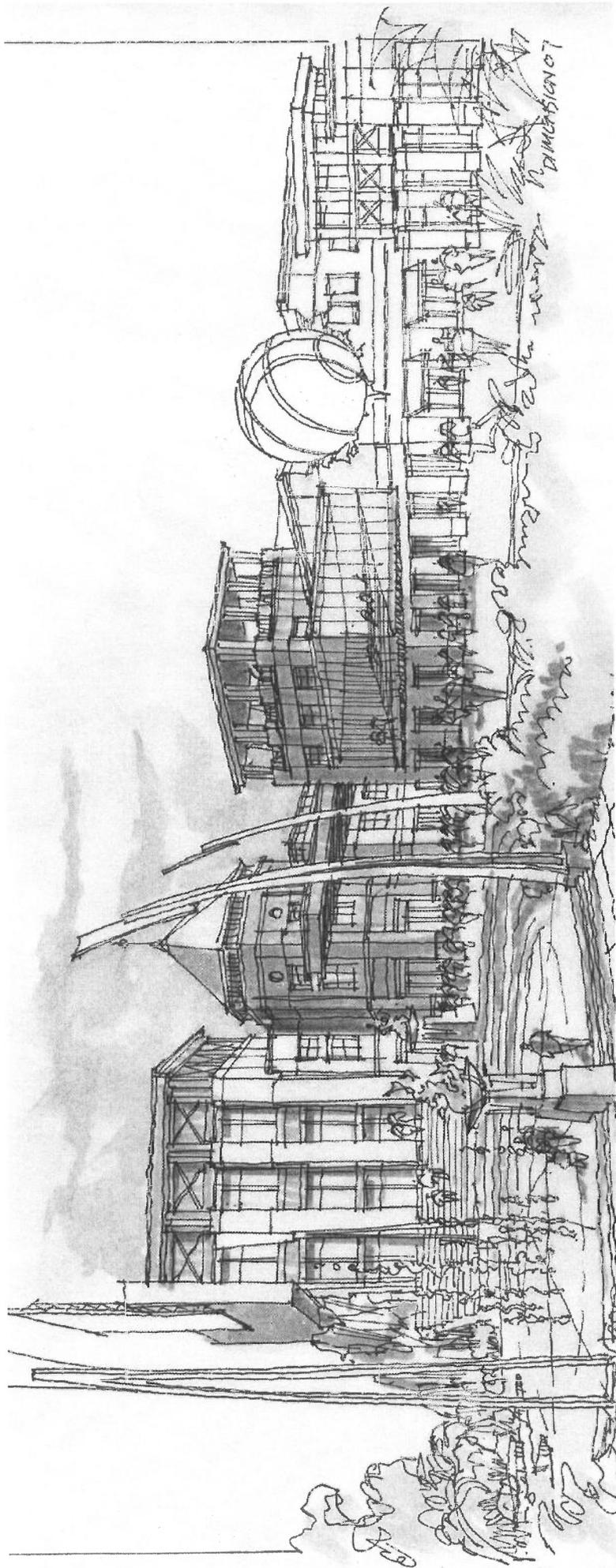
Damon Farber developed a series of prototypical street vignettes that provide a tool box of potential improvements that are being implemented downtown. The plan balances the need for seasonal plantings with the desire for long term sustainable plantings. The first phase focused on the core streets of Nicollet, Hennepin and the 5th Street LRT corridor, while subsequent phases radiate out from the core to the edge of the 120 block district. The enhancements of downtown Minneapolis will rival other green cities like Chicago, Reykjavik, Portland & Malmo.

## PROJECT FACTS

- Location: Minneapolis, MN
- Completed: 2010 - ongoing
- Size: 120 city blocks
- Budget: \$440,000 (PH1)

## REFERENCE

Ben Shardlow  
Director of Public Realm Initiatives  
Minneapolis DID  
Phone: 612.702.8056



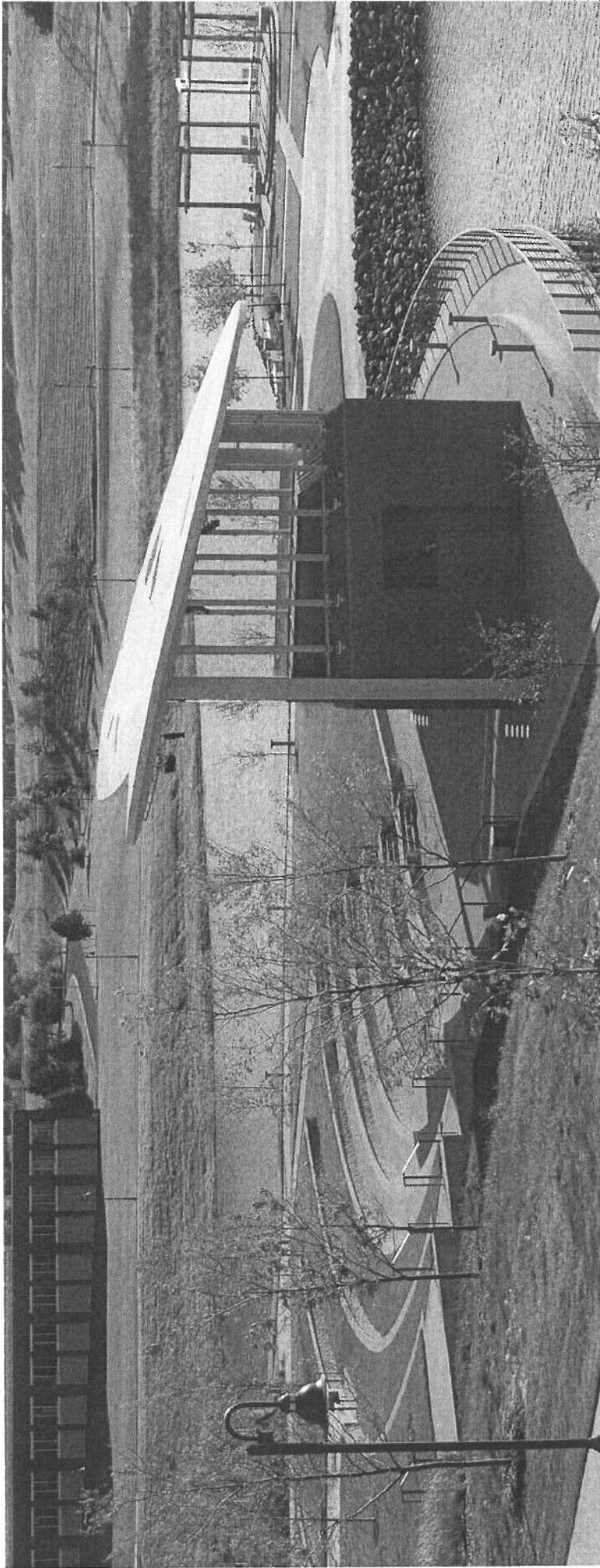
## Sports Town USA

The project offers Blaine the opportunity to have a "destination entertainment facility" that would be unique in the Twin Cities and complement the National Sports Center. "This is very different from a general retail center and could draw a lot of people into the community," Bryan Schaffer, Director of Planning & Community Development.

- > The complex would be sharply focused on sports and recreation, with general retail accounting for only about 5 percent of the 500,000 total square feet.
- > Development planned to include a 6.4-acre lake to be used for paddle-boating and ice skating.
- > A "ceremonial square" for medal ceremonies and special events is envisioned.

### PROJECT FACTS

- Location: Blaine MN
- Completed: 2007
- Size: 80 Acres



## Town Green

Damon Farber led the design of a new town green and performance area located in the heart of the city along the east shore of West Arbor Lake between the Maple Grove Government Center and the new Hennepin County Library.

- Award winning new community park with an emphasis on creative art performances
- Centrally located park is a hub between the Maple Grove Government Center and the new Hennepin County Library
- Park offers users a variety of trails for biking and walking, plenty of lawn for passive and active play, and many opportunities to sit and enjoy the setting
- The adjacent lake reflects summer sunsets and fireworks displays put on each summer by the local fire department
- Featured on the cover of *Architecture Minnesota* and *AcrossAmerica*

### PROJECT FACTS

- Location: Maple Grove, MN
- Completed: 2011
- Size: 12.5 acres
- Budget: \$5,500,000

### AWARDS

- ASLA-MN Merit Award for the Town Green - Maple Grove, MN

### REFERENCE

Chuck Stifter, Project Manager  
City of Maple Grove, Minnesota  
763-494-6503  
cstifter@ci.maple-grove.mn.us

**DF/**

**DAMON FARBER LANDSCAPE ARCHITECTS**

# SARTELL CITY COUNCIL

# AGENDA COVER SHEET

Originating Department: <b>Administration</b>	Meeting Date: <b>February 8, 2016</b>	Agenda Item No. <b>7a</b>
Agenda Section: <b>Old Business</b>	Item: <b>Area Legislative Priorities</b>	
<p><b>BACKGROUND:</b> The attached draft priorities were circulated at the Area Cities meeting and we would like Council discussion and input on a final list. This is also being discussed among the other area cities and those items that all cities can approve will be the final version adopted.</p> <p><b>BUDGET/FISCAL IMPACT:</b> None</p> <p><b>ATTACHMENTS:</b> Legislative Priorities Draft</p> <p><b>COUNCIL ACTION REQUESTED:</b> Discussion and direction to staff. If there is not Council consensus on the list to be submitted, motions as needed on any non-consensus proposals or policy statements are requested so we can determine which have Council majority support.</p>		

**Joint Resolution by  
The Cities of St. Cloud, Sartell, Sauk Rapids, Waite Park, St. Joseph, and St. Augusta  
Advocating Support for Proposals and Policies of Common Interest to the Central Minnesota**

**WHEREAS**, the Central Minnesota-St. Cloud area has a strong history of collaboration and coordination amongst its local units of government to facilitate well planned communities that provide municipal services in the most cost-effective and environmentally responsible manner possible; and

**WHEREAS**, to better assist our State legislative leaders, we have collectively identified certain legislative proposals and general policy statements that are of specific impact and interest to our communities to enable them to respond in a manner that strengthens the partnership between our local units of government and the State in fostering the continuation and enhancement of socially, economically and culturally vibrant cities.

**NOW, THEREFORE BE IT RESOLVED**, by the Councils for the cities of St. Cloud, Sartell, Sauk Rapids, Waite Park, St. Joseph, and St. Augusta, Minnesota that the following legislative proposals and legislative policy statements are of common interest or concern to the Central Minnesota Region and therefore we officially support and advocate for the following actions of the MN State Legislature:

**LEGISLATIVE PROPOSALS:**

1. **St. Cloud Regional Human Rights Office:** APPROPRIATE funds to support outstate offices of the State Department of Human Rights with a full-time office for the St. Cloud Region (\$180,000).
2. **Licensing & Regulation of Hotels/Motels:** APPROVE Legislation allowing cities under 30,000 population to adopt ordinances to license and regulate hotels and motels.
3. **Right-of-Way Management:** APPROVE Legislation to clarify cities' rights to control the right-of-way on streets and highways lying in two jurisdictions and clarify statutory authority on the municipality's rights to manage the public right-of-ways that would be applicable to all public utilities.
4. **Expansion of I-94 to St. Cloud:** Continue to FUND lane expansions of I-94 from St. Michael to the St. Cloud area.
5. **City of Sartell, 4<sup>th</sup>/50<sup>th</sup> Avenue South Project (West Metro Corridor):** APPROPRIATE funds to support the completion of the West Metro Corridor transportation project, otherwise known as 4<sup>th</sup> Avenue South Project (\$4,000,000).
6. **City of St. Cloud, Heatherwood Road:** APPROPRIATE funds to construct Heatherwood Road connecting the I-94 Business Park to the new Coborns & Marco Business Park (\$6,000,000).

### **STATE BONDING APPLICATIONS:**

1. **City of St. Cloud, George Friedrich Regional Park:** APPROVE \$6 million for planning, land acquisition, and park construction.
2. **City of St. Cloud, Downtown Accessibility Program:** APPROVE \$2 million for planning and private and public projects to improve accessibility of St. Cloud's historic downtown.
3. **City of St. Joseph, Pedestrian Bridge over CR #75:** APPROVE \$1.25 million for planning, design, land acquisition, and construction of a pedestrian bridge over CR#75 in central St. Joseph.
4. **Stearns County, Lake Wobegon Trail Extension from St. Joseph to Waite Park:** APPROVE \$1 million to extend the Lake Wobegon Trail from St. Joseph to Waite Park.

### **GENERAL POLICY STATEMENTS:**

1. **Publication Requirements:** SUPPORT legislation that would allow municipalities to utilize alternative publication methods for legal notices.
2. **Regional Collaboration:** SUPPORT legislation and funding for a program to encourage locally initiated regional efforts of local government jurisdictions to encourage these types of efforts.
3. **Tax Exempt Credit Program:** SUPPORT legislation to assist Cities with disproportionately high amounts of government and/or nonprofit business properties such as Colleges, Universities, and Hospitals.
4. **Sales Tax Exemption for all public purchases:** SUPPORT legislation that would clarify the local government sales tax exemption approved in 2013 to define exemption for all purchases made by local units of government.
5. **Amendment to MN Statute 429.** SUPPORT legislation to modify MN Statute 429 requiring assessing 20% of the cost to utilize bonding without referendum and adding language to provide a meaningful method to determine benefit from replacing failing underground infrastructure.
6. **North Star Commuter Rail:** SUPPORT extension of North Star Commuter Rail service northward to the St. Cloud area in a manner that serves the needs of public, business and commercial travels, that is highly expandable, and is priced affordably to optimize use.
7. **Street Improvement District Authority:** SUPPORT legislation that would give municipalities the authority to establish street improvement districts to collect fees from property owners within a district to fund municipal street maintenance, construction, reconstruction, and facility upgrades.
8. **Local Government Aid:** SUPPORT legislation that reduces pressure on the property tax system and equalizes property tax bases with LGA appropriations.
9. **Levy Limits:** SUPPORT facilitating local accountability by allowing local authorities to formulate and adopt budgets without state restrictions.

10. **State Mandate Relief:** SUPPORT legislation that reduces or eliminates unfunded and/or onerous mandates to local governments. Further, Support legislation that sunsets any unfunded mandates for evaluation.
11. **State Fee Increases:** SUPPORT measures that preclude State agencies and operations from shifting funding reductions and/or cost increases on to municipalities in the form of fee increases.
12. **Administrative Authority:** SUPPORT the expansion of authority of Statutory and Home Rule Charter cities ability to impose and collect administrative penalties to include enforcement and traffic infractions.
13. **Private Well Installation:** SUPPORT retention of local control of private water well installations.

Adopted by the Cities of St. Cloud, Sartell, Sauk Rapids, Waite Park, St. Joseph, and St. Augusta prior to the 2016 Legislative Session.

\_\_\_\_\_  
Mayor Dave Kleis

\_\_\_\_\_  
Mayor Sarah Jane Nicoll

\_\_\_\_\_  
Mayor Brad Gunderson

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

\_\_\_\_\_  
Mayor Rick Schultz

\_\_\_\_\_  
Mayor Bob Kroll

# SARTELL CITY COUNCIL

# AGENDA COVER SHEET

Originating Department: <b>Administration &amp; Public Works</b>	Meeting Date: <b>February 8, 2016</b>	Agenda Item No. <b>8a</b>
Agenda Section: <b>New Business</b>	Item: <b>Park Leases</b>	
<p><b>RECOMMENDATION:</b> Approval of the Bill of Sale and Park Lease terms as proposed and authorizing staff to execute any necessary lease amendments.</p>		
<p><b>BACKGROUND:</b> Council previously approved some City seasonal work at Pinecone Central Park for a payment of \$8,000 from Pinecone Central Park Association (PCPA). Staff recommends that the City take over ownership of PCPA’s field equipment valued at \$62,924 when new, and of substantial but un-appraised value used. Public Works will retain the equipment they need for our overall park department use and trade in the other items. In exchange, the City will forgive the above \$8,000 payment and also pay a professional consulting fee of \$7,500 to ProFields LLC for the 2016 season to assist in field management at the Park. The value of the used equipment exceeds \$15,500 (just 2 of the mowers are already proposed to be traded in for \$13,000), so it is a beneficial exchange based on the City/PCPA Partnership.</p>		
<p>Staff also recommends more consistent lease terms between the City and PCPA (for Pinecone Central athletic facilities), Sartell Baseball Association (for Champion Field), and Sartell Recreation Center Association (for Bernick’s Arena). City provides mowing and any fertilizer/weed control, irrigation system maintenance, and parking lot snow removal under the Arena lease, but has mixed duties under the other leases. City provides water/sewer at no charge to the buildings at Champion and Pinecone Central, but charges the Arena. Even though the Arena building is not City owned, they flood and help maintain the public outdoor rink as well as providing numerous public event venues within their building, and host the Sartell School District hockey teams. Based on the amount of school and public use at each Park and the Arena, we recommend consistency in terms by City providing all necessary turf and irrigation system management at each Park, parking lot snow removal, and water/sewer utility use at each facility. Because of the public use of Pinecone Central Park restrooms, we also recommend City cleaning of those restrooms as part of our normal weekday rotation, but PCPA cleaning of those when open for weekend play. The City will not provide any after hours or weekend work, and PCPA will provide such work with their own vendors or contractors.</p>		
<p><b>BUDGET/FISCAL IMPACT:</b> We did most of this work already in 2015, and we will now be adding a full time Park position and a seasonal position to continue to improve maintenance at all City parks, so there is no further budget impact from this approval. The water/sewer use from Bernick’s arena tracks to your utility budgets, and the amount will have no impact on those.</p>		
<p><b>ATTACHMENTS:</b> Proposed Equipment Bill of Sale.</p>		
<p><b>COUNCIL ACTIONS REQUESTED:</b> Approval of the Bill of Sale and Park Lease terms as proposed and authorizing staff to execute any necessary lease amendments</p>		

**EQUIPMENT BILL OF SALE**

Pinecone Central Park Association (“Seller”), in consideration of the sum of Eight Thousand and No/100ths Dollars (\$8,000), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, and transfer to the City of Sartell (“Buyer”), all of Seller’s interest in the following equipment:

- Field Commander Kromer Tractor and all accessories
- Lazer X Series mowers (2)
- 30” Stand-on Aerator
- 60” Mulch Kit
- BR 600 Magnum Backpack Blower
- Pro String Trimmers (2)
- 30” TimeMaster Push Mower

***Seller and Buyer agree that the purchase price herein shall be paid in the form of forgiveness of the parties’ previous agreement for Seller to pay Buyer for certain field/facility maintenance in 2015 at Pinecone Central Park.***

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

**City of Sartell, Buyer**

**Pinecone Central Park Association, Seller**

\_\_\_\_\_  
By its Mayor: Sarah Jane Nicoll

\_\_\_\_\_  
By its President: Mike Spanier

# SARTELL CITY COUNCIL

# AGENDA COVER SHEET

Originating Department: <b>Administration &amp; Public Works Department</b>	Meeting Date: <b>February 8, 2016</b>	Agenda Item No. <b>8b</b>
Agenda Section: <b>New Business</b>	Item: <b>2016 Public Works Equipment</b>	
<p><b>RECOMMENDATION:</b> Approval of the purchase of 2 mowers and the lease of 2 mowers, including trade-ins as outlined, using budgeted Beautification Fund.</p> <p><b>BACKGROUND:</b> The Public Works Department has a mower rotation with some traded in annually and others every 2 years. Our snowblowers and brooms are generally 4 to 5 year rotations. This maintains a cost effective fleet of equipment without high maintenance costs and with reliable service. They are recommending a change in 2016 to try Kubota using a combination purchase &amp; lease plan that includes mowers and snowblowers, along with trade-in of 2 of the mowers acquired from PCPA (see attached). The result is that we will pay \$22,820.02 for the annual lease of equipment and we will receive \$44,000 for sale of various equipment. In addition, we will use two of the PCPA mowers for trade in, along with one of our own mowers, resulting in a payment remaining of \$13,800 for purchase of 2 new Kubota mowers. This stays within our budget of \$30,000 for 2016, and we will reserve the \$44,000 in the public works equipment fund in case we opt to change back to more purchased (vs leased) mowers longer term. If we are happy with the Kubota quality, we can continue annual lease and purchase rotations that stay within our existing annual budget amount while maintaining a reliable fleet of equipment.</p> <p><b>BUDGET/FISCAL IMPACT:</b> No budget impact – funds were a planned expenditure so no increased funding from the City is required.</p> <p><b>ATTACHMENTS:</b> Quotes.</p> <p><b>COUNCIL ACTIONS REQUESTED:</b> Consent agenda approval serves as approval of the expenditures. If item is removed from Consent, separate motion is requested approving expenditures.</p>		

UPDATED 1/27/16



# Sales Quote

East Hwy 23  
 St. Cloud, MN 56302  
 Phone: 320-251-2585 Fax: 320-251-9232  
 Website: [www.arnoldsinc.com](http://www.arnoldsinc.com)

DATE: January 27, 2016  
 QUOTE #

City of Sartell

Salesperson: Wayne Hennrichs  
 Cell Phone: 320-333-4028  
 Email: [whennrichs@arnoldsinc.com](mailto:whennrichs@arnoldsinc.com)

DESCRIPTION	AMOUNT
Leasing (2) New 2016 Kubota F3990 (2 year lease)	Annual payment of
*72" Rear discharge decks	\$ 22,820.02
*60" Rotary brooms	
*51" Two stage snowblowers	
*Hard Cab enclosure	
*Cab Heaters	
*see attached spec sheet for more details.	
Arnolds will write a check for \$44,000 to the City of Sartell for the	
trade of (2) JD 1575 with 72" decks, rotary brooms and snowblowers	
Trade:	Freight, Set-up & Delivery:
	Subtotal Prior to Trade: \$ 22,820.02
	Trade Value:
	0.00% Sales Tax: \$0.00
	<b>TOTAL PRICE DUE: \$ 22,820.02</b>

Quote good for 7 days.

**WE APPRECIATE YOUR BUSINESS!**





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# *Sartell Police Department*

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**TO:** MARY DEGIOVANNI, MAYOR AND CITY COUNCIL  
**FROM:** CHIEF HUGHES  
**SUBJECT:** FEBRUARY MTG - GENERAL INFORMATION/STATISTICS  
**DATE:** FEBRUARY 3, 2016  
**CC:** MEMO FILE

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- I will be attending the Governor's Conference on Homeland Security and Emergency Management this month. The cost is being covered by Stearns County Emergency Management as part of my involvement in the Radiological Emergency Preparedness program.
- On February 11<sup>th</sup> I will conduct a final interview of the top candidates for our two patrol officer positions. If two are selected, they will go on to the background phase of the process. If two are not selected from this first group, we will pull up the next group of eligible candidates and I will interview them.
- Our DARE officers began teaching the 23<sup>rd</sup> year of the program. It has been instrumental in providing guidance to our youth in self-esteem and providing them with the tools to make proper decisions not only now, but later on in life as well.
- The following is a synopsis for the reportable and non-reportable incidents for December 2016.
  - **Reportable Incidents**
    - ✓ Assaults were at 6
    - ✓ Burglaries were at 5
    - ✓ Drug incidents were at 21
    - ✓ Criminal sexual conduct was at 2
    - ✓ Juvenile alcohol and runaway were at 4
    - ✓ Theft type incidents were at 47
    - ✓ Weapons incidents were at 1

- **Non Reportable Incidents**
  - ✓ Alarm calls were at 20
  - ✓ Motorist/personal assists were at 37
  - ✓ Child custody/placements were at 6
  - ✓ Dog complaints/incidents were at 8
  - ✓ Driving complaints were at 18
  - ✓ Medicals were at 46
  - ✓ Noise violations were at 11
  - ✓ Property damage crashes were at 15
  - ✓ Psychiatric cases were at 3
  - ✓ Extra patrol requests were at 25
  - ✓ Suicide threats/attempts were at 6
  - ✓ Suspicious type activity calls were at 60
  - ✓ Unwanted persons were at 7
  - ✓ Verbal disputes were at 4
  - ✓ Warrants served/paper attempts were at 7
  - ✓ Welfare checks were at 22

**SARTELL POLICE DEPARTMENT  
MONTHLY ACTIVITY REPORT  
DECEMBER 2015**

**REPORTABLE INCIDENTS**

		<u>2013</u>	<u>2014</u>	<u>2015</u>
A	Assault	10	5	6
B	Burglary	4	1	5
C	Forgery/Counterfeiting	2	0	1
D	Drugs	7	6	21
E	Escape – Flight	0	2	0
I	Crime against Family	2	1	0
J	DWI	4	3	4
L	Criminal Sexual Conduct	1	1	2
M	Miscellaneous	3	5	2
	M3001 Juvenile Alcohol Offender	0	0	4
	M3005 Juvenile Use of Tobacco	1	0	0
	M5350 Juvenile Runaway	4	0	1
N	Disturbing Peace/Privacy	2	3	2
P	Trespass/Damage to Property	5	11	4
Q	Stolen Property (Receiving/Concealing)	1	0	1
T	Theft	13	18	26
U	Theft Related	16	26	16
V	Vehicle Theft Related	1	0	4
W	Weapons	0	1	1
X	Crime against Administration of Justice	1	6	1
	<b>TOTAL</b>	<b>77</b>	<b>89</b>	<b>101</b>

**SARTELL POLICE DEPARTMENT  
MONTHLY ACTIVITY REPORT  
DECEMBER 2015**

**NON REPORTABLE INCIDENTS**

		<u>2014</u>	<u>2015</u>
911 CALL	9847	0	1
911 HANG UP	9837	2	2
ADMINISTRATIVE CITATION	9099	3	1
ALARM - ACTUAL	9805	4	1
ALARM - FALSE	9807	10	19
ALCOHOL COMPLIANCE CHECKS	9906	11	0
ALL OTHER CITY ORDINANCES	9838	4	4
ALL OTHER DRIVER'S LICENSE VIOLATIONS	9202	0	3
ALL OTHER MOVING VIOLATIONS	9000	6	7
ALL OTHER NON MOVING VIOLATIONS	9200	1	2
ALL OTHER PARKING VIOLATIONS	9100	2	3
ANIMAL COMPLAINTS (ALL OTHERS)	9564	0	5
ANIMALS FOUND	9312	3	3
ANIMALS LOST	9302	3	0
APPREHENSION AND DETENTION ORDER	9931	0	2
ASSAULT, NO ARREST	9994	1	0
ASSIST - MOTORIST ASSIST	9843	13	19
ASSIST - PERSONAL ASSIST	9732	21	18
ASSIST BENTON COUNTY	9882	0	2
ASSIST BUSINESS	9866	6	9
ASSIST COLD SPRING PD	9873	0	1
ASSIST HUMAN SERVICES	9889	3	6
ASSIST OTHER LAW ENFORCEMENT AGENCY	9878	2	1
ASSIST SAUK CENTRE PD	9884	0	1
ASSIST SAUK RAPIDS PD	9875	6	5
ASSIST ST CLOUD PD	9859	9	8
ASSIST ST JOSEPH PD	9876	1	0
ASSIST STATE PATROL	9860	1	2
ASSIST STEARNS COUNTY	9863	9	10
ASSIST WAITE PARK PD	9877	3	3
BACKGROUND CHECKS	9858	24	56
BAR CROWD	9828	1	0
BURNING VIOLATION	9824	1	0
CANCELLED IPS (NON REPORTABLE)	9208	1	0
CAR/ANIMAL ACCIDENT	9411	1	2
CARELESS DRIVING / RECKLESS DRIVING	9002	2	0
CHILD CUSTODY	9992	2	3

CHILD PLACEMENT	9881	0	3
CITIZEN CONTACT	9897	5	14
CIVIL MATTER	9831	2	2
COURT - OFF DUTY	9914	1	1
DECEASED PERSON - BODY FOUND	9720	1	0
DOG - AT LARGE	9566	5	3
DOG - BARKING	9565	4	3
DOG COMPLAINTS	9562	4	2
DOG IMPOUNDS	9563	3	0
DOMESTIC, NO CRIME COMMITTED	9993	3	4
DRIVING AFTER CANCELLATION	9206	0	2
DRIVING AFTER REVOCATION	9201	13	11
DRIVING AFTER SUSPENSION	9207	2	4
DRIVING COMPLAINT	9839	9	18
DRUNKS - DETOX ADMITTANCE	9730	1	1
ESCORT	9854	1	1
EXHIBITION DRIVING	9041	0	0
EXPIRED REGISTRATION	9212	2	3
FAILURE TO TRANSFER TITLE	9216	0	1
FIGHTS	9804	0	1
FINGERPRINT	9849	16	24
FIRE - ALL OTHERS	9600	0	1
FIRE LANE PARKING - SIGNS	9106	1	2
FIREWORKS	9814	3	1
FOLLOW UP	9327	1	4
GUN - APPLICANT GUN PERMIT (PURCHASE)	9903	17	26
GUN RELATED COMPLAINTS	9879	1	1
HANDICAPPED PARKING	9103	3	0
HARASSMENT	9801	9	4
HARASSMENT/RESTRAINING/OFP ORDERS	9929	0	1
HIT AND RUN / PROPERTY DAMAGE VEHICLE	9450	3	4
ILLEGAL DUMPING	9996	1	3
INATTENTIVE DRIVING	9034	0	1
INTOXICATED PERSON	9844	1	4
ISSUE DEER PERMIT	9855	1	8
JUVENILE CURFEW VIOLATION	9833	0	1
JUVENILE PROBLEM	9834	3	1
LIQUOR LICENSE APPLICATION RENEWAL	9907	1	2
MATTER OF INFORMATION	9970	23	27
MEDICAL CALL	9731	59	46
NO DRIVER'S LICENSE IN POSSESSION	9111	0	1
NO INSURANCE	9210	2	5
NO PROOF OF INSURANCE	9021	7	11
NO REPORT/PROPERTY DAMAGE VEHICLE ACCIDENT	9441	1	0
NO VALID DRIVER'S LICENSE	9113	1	0
NOISE VIOLATION	9817	0	11
OPEN CONTAINER	9040	0	1

OPEN DOOR AND/OR WINDOW	9900	1	0
PARK VIOLATION	9823	0	2
PARKING - WINTER	9110	50	50
PERSONAL INJURY VEHICLE ACCIDENT	9420	1	3
PERSONS FOUND	9311	3	1
PERSONS MISSING	9304	3	1
PREDATORY OFFENDER /REG/COMPL CHK/CHANGE OF ADDRESS	9850	18	4
PROPERTY DAMAGE VEHICLE ACCIDENT	9440	19	15
PROPERTY FOUND	9313	7	10
PROPERTY LOST	9303	4	3
PSYCHIATRIC CASE	9740	4	3
PUBLIC HEALTH & SAFETY	9869	12	6
REQUEST FOR EXTRA PATROL	9998	16	25
ROAD HAZARD	9836	1	1
SCHOOL BUS STOP ARM VIOLATION	9014	1	3
SCHOOL GUARD VIOLATION	9019	0	1
SEARCH WARRANT	9928	1	0
SEIZED PROPERTY	9872	23	28
SEMAPHORE VIOLATION	9038	0	1
SERVICE TO OTHER DEPARTMENTS	9902	0	3
SNOWBIRD	9105	1	0
SNOWMOBILE COMPLAINT	9504	1	0
SPECIAL DETAIL	9829	7	4
SPEEDING	9004	14	13
STALLED VEHICLE	9840	6	1
STOP SIGNS	9017	3	1
SUICIDE	9700	1	0
SUICIDE ATTEMPT	9710	0	2
SUICIDE THREAT	9705	5	4
SUSPICIOUS ACTIVITY	9826	12	25
SUSPICIOUS MAIL/EMAIL	9797	0	1
SUSPICIOUS PERSON	9870	4	6
SUSPICIOUS PHONE CALL(S)	9795	3	4
SUSPICIOUS SMELL	9799	0	4
SUSPICIOUS VEHICLE	9868	13	20
THREATS COMPLAINT, NO ARREST	9995	3	4
TOWED VEHICLE	9841	11	19
TRANSPORT	9856	10	10
UNWANTED PERSON	9830	1	7
VEHICLE IN DITCH	9842	3	0
VERBAL DISPUTE	9845	8	4
VERBAL WARNING - ALL OTHERS	9045	62	129
VERBAL WARNING - HEADLAMP(S)	9047	40	35
VERBAL WARNING - SPEED	9043	43	26
VERBAL WARNING - STOP SIGN	9044	5	1
WARRANT SERVED	9901	14	6
WARRANT/PAPER ATTEMPT	9999	2	1

WELFARE CHECK	9811	25	22
	TOTAL	827	972
	<u>2013</u>	<u>2014</u>	<u>2015</u>
TOTAL REPORTABLE FOR DECEMBER	77	89	101
TOTAL NON REPORTABLE FOR DECEMBER	779	827	972
TOTAL CODES FOR DECEMBER	856	916	1073

Prepared by Kelly Hanson  
 Approved by Jim Hughes

# LAW ENFORCEMENT CENTER

## Number Of Calls Report by Department - Complaint (All Units)

Jurisdiction: LEC

First Date: 12/01/2015

Last Date: 12/31/2015

Department	Complaint	Number
1 SPD		
	1014 ESCORT	1
	1021 PHONE CALL	49
	1029 STOLEN VEHICLE	3
	1050 ACCIDENT	14
	1053 ACCIDENT AMBULANCE ENROUTE	2
	1056 INTOXICATED DRIVER	4
	1057 INTOXICATED PERSON	1
	911H 911 HANGUP CALL	2
	ADMIN ADMINISTRATIVE ICR	23
	ADORD APPREHENSION & DETENTION ORDER	2
	AL ALARM	16
	ALFIRE ALARM FIRE	1
	ANI ANIMAL COMPLAINT	6
	ASEX SEXUAL ASSAULT	2
	ASSTA AGENCY ASSIST	34
	ASSTB BUSINESS ASSIST	2
	ASSTP PERSONAL ASSIST	14
	BACK BACKGROUND CHECK	34
	BHEALTH BEHAVIORAL HEALTH	1
	BIKEA BIKE/ABANDONED	1
	BURG BURGLARY	3
	BURGI BURGLARY IN PROGRESS	1
	CC CITIZEN CONTACT	17
	CHK BAD CHECKS	1
	CITYB CITY BUSINESS	1
	CIVIL CIVIL MATTER	1
	CO CARBON MONOXIDE CALL WITHOUT IL	2
	COURT COURT	1
	CP CRIME PREVENTION	1
	CUSTODY CHILD CUSTODY DISPUTE	3
	DOG DOG COMPLAINT/BARKING	8
	DOM DOMESTIC	3
	DOMI DOMESTIC IN PROGRESS	4
	DOORCHK DOOR CHECK(S)	4
	DRIVE DRIVING COMPLAINT	15
	DUMP ILLEGAL DUMPING COMPLAINT	3
	DUPLICATE DUPLICATE ICR ERROR	1
	DWI DRUNK DRIVER ARREST	4
	EVICION EVICTION	1
	FIGHT FIGHT PHYSICAL	2
	FIREAL FIRE ALARM	1
	FIREB FIRE BUILDING	1
	FORG FORGERY	2
	FPROP FOUND PROPERTY	6
	FRAUD FRAUD	8
	FUP FOLLOW UP	36
	GUNSH GUNSHOTS FIRED/HEARD	1
	HAR HARASSMENT COMPLAINT	3
	HARRORD HARASSMENT RESTRAINING ORDER	1
	HARRORV HARASSMENT RESTRAINING ORDER V	1

# LAW ENFORCEMENT CENTER

## Number Of Calls Report by Department - Complaint (All Units)

Jurisdiction: LEC

First Date: 12/01/2015

Last Date: 12/31/2015

Department	Complaint	Number
51 SPD		
	HAZ HAZARD	7
	HR HIT AND RUN	3
	HSREFER HUMAN SERVICES REFERRAL	4
	IDTHEFT IDENTITY THEFT	1
	INFO MATTER OF INFORMATION	29
	JUVR JUVENILE/RUNAWAY	1
	LM LOUD MUSIC	6
	LP LOUD PARTY	1
	LPROP LOST PROPERTY	1
	MAIL MAILBOX VANDALISM	1
	MA MOTORIST ASSIST	8
	MED MEDICAL EMERGENCY	47
	MEETING ATTEND MEETING	13
	NEGLECT NEGLECT	1
	NOISE NOISE COMPLAINT	3
	NOPAY NO PAY CUSTOMER	1
	OD OVERDOSE	1
	ORD ORDINANCE VIOLATION	2
	OTL OUT TO LUNCH	1
	PARKS SEASONAL PARKING	50
	PARKV PARKING VIOLATION	6
	PARKW PARKING WARRANT	2
	PERD ISSUE DEER PERMIT	4
	PERG GUN PERMIT	25
	PHONE PHONE COMPLAINT	2
	POC PREDATORY OFFENDER CHANGE OF I	4
	PRDAM PROPERTY DAMAGE	2
	SBUS SCHOOL BUS/SCHOOL VIOLATION	3
	SCHOOLP SCHOOL PATROL	1
	SD SPECIAL DETAIL	4
	SHOPI SHOPLIFTER/URGENT	1
	SHOP SHOPLIFTER	2
	SNOWBIRD SNOWBIRD	2
	STALKING STALKING	1
	STALL STALLED VEHICLE	10
	SUICI SUICIDE ATTEMPT IN PROGRESS	1
	SUIC SUICIDE THREAT	4
	SUSA SUSPICIOUS ACTIVITY	18
	SUSP SUSPICIOUS PERSON	6
	SUSS SUSPICIOUS SMELL	4
	SUSV SUSPICIOUS VEHICLE	15
	TAMPV TAMPER WITH MOTOR VEHICLE	2
	THEFT THEFT	26
	THEFTV THEFT FROM VEHICLE	3
	THREAT THREATS COMPLAINT	3
	TIP TIP RECEIVED	1
	TOW TOWED VEHICLE	3
	TRAFFIC STOP TRAFFIC STOP	193
	TRAIN TRAINING	1
	UNWAN UNWANTED PERSON	7

# **LAW ENFORCEMENT CENTER**

## **Number Of Calls Report by Department - Complaint (All Units)**

**Jurisdiction:** LEC

**First Date:** 12/01/2015

**Last Date:** 12/31/2015

<i>Department</i>	<i>Complaint</i>	<i>Number</i>
101 SPD		
	VERB            VERBAL DISPUTE	2
	WARRANT      WARRANT	5
	WARRS        WARRANT/SEARCH	1
	WELF         WELFARE CHECK	16
	XPAT         EXTRA PATROL	16
<b>Group Total:</b>		<b>925</b>

**Report Total:    925**

A call with multiple Departments assigned will be counted in the group total for each of these Departments, therefore such calls will be counted more than once. For this reason, the total number of calls may not equal the sum of the group totals

**PUBLIC WORKS DEPARTMENT  
MONTHLY REPORT**

**February 8, 2016**

**Streets**

- Pothole patching – Pothole patching continues when needed through the winter months with a clod mix
- Snowplowing – We saw one snowfall event that needed the entire city plowed and a couple of nuisance snowfalls where main roads were plowed.
- Alley Ice – We removed ice again in January from alleys in Celebration neighborhood and in the Stone Brook neighborhood.
- Road salt - Ordered and received 700 tons of salt. We have a contract to purchase a minimum of 1200 tons up to a maximum of 1440 tons.
- Christmas decorations – Christmas decorations were taken down and cleaned before being put away.
- Wash bay containment wall – Crews constructed a containment wall for wash bay.

**Parks:**

- Rinks – Flooding of rinks happen daily weather permitting. Rinks opened for the season on January 18<sup>th</sup>.
- Wood chips – Continued to place woods chips on trail at Sauk River Regional Park.
- Park Trailer – Continuing refurbishing work on park trailer, work includes sandblasting and painting. Work performed by public works.
- Tree trimming – Trimming of hazard trees took place along Riverside Ave.N. and in the cemetery.
- Cross Country Ski Trail – With lack of snow we have tried to get a base layer packed with each minor snowfall. One of the problems is that the snowfalls are so dry that they pack down to near nothing.
- Swing bench maintenance – With the lack of snow we are able to perform maintenance on our swing benches located in city parks. Majority of maintenance is new paint.

**Compost site**

- Christmas Tree drop off – Christmas Tree drop off happened on January 9<sup>th</sup>. There was \$50 and 784 pounds of food collected for food bank.

**Professional Development:**

- Safety Training – AWAIR program and Blood Borne Pathogens – all employees.



**Memorandum**

**To: Mayor and Council Members**

**From: Mike Nielson, City Engineer**

**Date: February 8, 2016**

**Re: Monthly Update**

**WSB Project No. 2174-00**

**Safe Routes to School Project** –The Bids were opened on February 3, 2016. We had a total of 7 bidders with Hovland Inc. of Hermantown, MN as the apparent low bidder in the amount of \$305,768. You may recall this project was re-bid after receiving only 1 bid last year in the amount of \$601,051.50. The city has federal funding for this project in the amount of \$395,567. MnDOT needs to review the bids before we will be authorized to award the bid. In the mean time I will be contacting references for this contractor to make sure they are an acceptable bidder. We anticipate having the recommendation of award on the March 14, 2016 agenda.

The estimated project costs are noted below.

Construction	\$305,678
5% Contingency -	\$ 15,284
<u>Construction Engineering</u>	<u>\$ 50,000</u>
Total Est Project Cost	\$370,962

Federal Funding will only cover 80% of the project cost with 20% being paid for out of city funds. Assuming the above costs the city share of the project will be \$74,192.40.

Due to the lower anticipated bids it appears we will have more federal funding than required for the project. I will be discussing the possibility of expanding the project to include flashing pedestrian signs at all crossings on the 2<sup>nd</sup> Street Roundabout.

**Bernicks Arena Parking Lot:**

The Corp of Engineers has determined that the wetlands that were disputed do meet their criteria as wetlands. We will be checking with wetland banks to get an estimate for the wetland replacement credits. A total probable project cost will be available soon.

**CR 1 / LeSauk Drive Preliminary Design:** The county is making progress on the final design of this project. A property owner on River Oaks Lane has requested sewer and water service. This work will be added to the CR 1 project and paid for by the property owner. The parcel will be required to annex to the city to allow hookup to the municipal utilities. The anticipated construction start for this project is May of 2016.

**Annual State Aid Funding Allocation:** We received notice that the 2016 MSA allocations have been approved. Sartell will see a 9.19% increase in funding from \$682,831 to \$745,596 for an annual increase of \$62,765.

**Pinecone Road Improvements:** Now that the School District has determined the location of the new high school, progression on the development of plans for the improvements to Pinecone Road can continue. We will be working closely with the School Staff to insure the transportation needs are met with the proposed improvements.

**Development:**

**Arbor Trails** -The developer for Arbor Trails is moving forward with construction in the spring. The development will include the infrastructure for 19 new lots.

**Avalon 9**- The developer is moving forward with the development of 18 lots in the Arbor Trails subdivision with anticipated construction in the spring of 2016. This phase of the development will include the connection of 4<sup>th</sup> Street N from 22<sup>nd</sup> Avenue N to 23<sup>rd</sup> Avenue N. providing a much needed secondary access point to the Avalon neighborhoods.

I plan on attending the council meeting, however if you have any questions before the meeting please call me at 293-2989.

**Community Development Department Update**  
**February 2016**  
**Anita Rasmussen, AICP**

**Comprehensive Plan Update**

I am in the process of finalizing and testing the virtual informational open house, which will be released on Feb 9th.

**AIM Development**

No update.

**Sauk River Bridge Planning**

We received the final report on the costs and timeframe to build a bridge spanning the Sauk River. The total construction cost may exceed \$680,000 (estimated). As a result, staff will be exploring other ideas relative to the expansion of the park (including the acquisition of additional/neighboring property) and adding amenities within the Park. As soon as staff is able to provide some additional information, discussion and prioritization of the projects by the Council will be necessary.

**Student Liaison**

We have received two applications from Sartell High School students interested in joining the Planning Commission as a student liaison. We will be meeting with them in the next few weeks to discuss the position (i.e. interview) and provide a recommendation to the Planning Commission and City Council. In order for the student to have voting rights, an ordinance amendment will be necessary which will also be brought before the Commission and Council to consider.

**Business Survey**

In the next few days, we will be sending out a business survey to illicit information on our existing companies. The information we are hoping to attain include the number of employees, issues and concerns. The information will also be used to determine and prioritize future retention visits by the Economic Development Commission.

**Buying a Home In Sartell Initiative**

We are in the process of adding additional information to the City's website, specifically as it relates to getting information on properties to future Sartell homeowners. We hope to assist realtors in providing information on basic issues or questions future homeowners should be asking before purchasing the home (are there wetlands on the property, zoning requirements, easements, etc) as well as where to find maps and plats of properties.

**Development**

It appears that the Arbor Trails and Avalon 9 developments will be proceeding in 2016. Both are anticipated to start this spring.



## City Administrator's Report February 8, 2016

**Financials:** The monthly investment and fund balance reports are attached and current year capital project status is as follows:

<b>Project</b>	<b>Budget/Source</b>	<b>Status</b>
Water Tower Mixers	\$60,000 Water Fund	
Lake Francis Improvements	Deferred Assess & Park District 1	
3 <sup>rd</sup> Portable Generator	\$50,000 Sewer Fund	
PD Squad & Equip	\$55,500 PD Equip Fund	Approved 12/14/15
FD Pager/Radio Rotation	\$10,000 FD Equip Fund	
Add Plow Truck	\$180,000 PW Equip Fund	Approved 12/14/15
PW Park Trailer	\$8,500 PW Equip Fund	
PW Mower Trades	\$30,000 Beautification	On 2/8/16 agenda
PW Leaf Vac	\$50,000 PW Equip Fund	
PW Pick-up	\$30,000 Water/Sewer Funds	
PD Thermal Imagers	\$7,200 Tech Fund and \$3,600 Forfeiture	Approved 1/25/16
Election Equipment	\$9,000 Tech Fund	
SW Water Plant Siren	\$12,000 Emerg Mgmt Fund	
Sauk River Park Pedestrian Bridge - Feasibility pending – source is State funds		
Lift Station #8 Rehab	\$50,000 Sewer Fund	

### Updates:

- **Purchase land for Town Square and start working with developers on town square:** Land purchase not being sought since easements around lake are being donated and Community Center site provides adjoining greenspace. City share of phase 1 improvements approved by Council in 2015 – fundraising toward completion of phase 1 continues.
- **Sauk River Park:** Initial pedestrian bridge estimate completed – staff is pricing additional amenities for Council consideration along with land acquisition options using existing State funds.
- **Pinecone Regional Park:** Wetland approvals process underway.
- **Community Center:** Council authorized plans, specs and bids are in process.
- **City-School Planning:** School site decision will be included in City comprehensive plan update for Commission & Council consideration.

<b>Fund #</b>	<b>Fund Name</b>	<b>12/31/2015 Cash Balance</b>
101	General Fund	\$2,420,124.90
102	Gang Strike Force Fund	\$0.00
211	Park Improvement Fund	\$12,860.90
212	Youth Programs Fund	\$3,533.10
214	DUI Forfeiture Fund	\$25,918.96
215	Special Initiatives Fund	\$8,455.82
217	Police Reserves Fund	\$5,024.67
221	Beautification Fund	\$41,814.12
222	Forfeiture Fund	\$7,725.90
223	Lodging Tax Fund	\$4,397.75
224	Economic Development Fund	\$32,488.50
225	Sewer Capacity Fund	\$107,999.13
226	Water Capacity Fund	\$108,372.13
227	PEG Access Fees Fund	\$63,353.83
229	Trunk Water Fund	\$135,578.41
230	Trunk Storm Fund	\$257,066.97
231	Trunk Sewer Fund	\$117,437.61
241	Local Sales Tax Fund (2007+)	(\$148,395.62)
250	Cemetery Fund	\$34,782.74
260	Regional Park Fund	(\$103,592.60)
261	Park District 1	\$176,882.70
262	Park District 2	\$113,172.62
263	Park District 3	\$36,010.71
264	Park District 4	\$14,702.44
265	Park District 5	\$44,406.52
266	Park District 6	\$62,162.70
267	Golf Course Park Fund	\$11,869.82
319	GO Water Bonds 2008B	\$24,783.86
320	GO Utility Bonds 2009A	\$44,721.35
321	CIP Bonds 2009B	\$107,840.21
324	GO Bonds 2009E	\$1,959,112.39
325	GO Bonds 2010A	\$1,327,595.35
326	Sewer share of 2010B Refunding Bonds	\$94,966.74
327	MSA share of 2010B Refunding Bonds	\$222,579.94
328	Water share 2010B Refunding Bonds	\$45,014.05
329	2012A GO BONDS	\$131,170.86
330	2012A Bonds - refunds 312	\$91,602.99
331	2012A Bonds - refunds 315	\$42,529.35
332	2012 A Bonds - refund 316	\$1,348,844.50
333	2012A Bonds - refunds 318	\$614,627.99
334	2014A Bonds	\$1,961,193.73
335	2015A Bonds	\$0.00
402	Public Improvement Revolving Fund	\$555,213.14
405	MSA Street Maintenance Fund	\$95,489.04
410	Building Fund	(\$19,708.64)
412	PD Equipment Fund	\$35,770.38
413	FD Equipment Fund	\$95,366.13
414	PW Equipment Fund	(\$25,272.94)
415	Technology Fund	\$27,946.02
416	Emergency Management Fund	\$3,815.21

417	Street Improvement Fund	\$586,649.59
428	Pinecone Road Project	\$875,009.57
429	4th/50th Road Project	(\$124,300.00)
441	Pheasant Crest TIF District 5-2	\$9,968.09
444	Reker TIF District 5-4	\$8,652.32
445	Burl Oaks TIF District 5-5	\$1,656.66
601	Water Fund	\$1,037,989.20
602	Sewer Fund	\$117,963.26
603	Storm Fund	\$35,579.74
<b>TOTALS</b>		<b>\$14,928,524.81</b>

CITY OF SARTELL							
INVESTMENTS							
12/31/2015							
CASH HOLDINGS	INVESTMENT	INT RATE	TERM	MATURITY DATE	COST VALUE	PAID EARNINGS	
	4M Plus	variable			\$6,951,269.34	\$363.28	
	<b>Subtotal 4M Plus</b>				<b>\$6,951,269.34</b>	<b>\$363.28</b>	
	US Bank/4M Checking	variable			\$1,585,993.14	\$60.51	
	<b>Subtotal US Bank/4M Checking</b>				<b>\$1,585,993.14</b>	<b>\$60.51</b>	
	Bank Vista Money Market	0.50%			\$240,954.58	\$92.06	
	<b>Subtotal Bank Vista Accts.</b>				<b>\$240,954.58</b>	<b>\$92.06</b>	
	Great River Federal - Share Account				\$5.00	\$0.00	
	Beacon Bank	0.35%			\$501,602.49	\$149.06	
	<b>Subtotal Beacon Accts.</b>				<b>\$501,602.49</b>	<b>\$149.06</b>	
	Citizens Community Money Market				\$241,784.97	\$102.63	
	<b>Subtotal CCF Accts.</b>				<b>\$241,784.97</b>	<b>\$102.63</b>	
	ADM - 2015 Bond Proceeds PNC Bank				\$671,122.54	\$82.73	
	<b>Subtotal ADM Accts.</b>				<b>\$671,122.54</b>	<b>\$82.73</b>	
	TD Ameritrade				\$14,377.57	\$0.12	
	<b>Subtotal TD Ameritrade</b>				<b>\$14,377.57</b>	<b>\$0.12</b>	
	<b>Totals &amp; Average rate:</b>				<b>\$10,207,109.63</b>	<b>\$850.39</b>	
					<b>68.37%</b>		
INVESTMENTS	PURCHASE DATE	INVESTMENT	INT RATE	TERM	MATURITY DATE	CURRENT VALUE	PAID EARNINGS
	01/12/15	CD - Great River Federal Credit Union	0.45%	1 year	01/12/16	\$248,000.00	
	05/01/15	CD - St. Cloud Federal Credit Union	0.55%	1 year	05/01/16	\$248,000.00	
	06/14/15	CD - Sentry Bank, St. Joseph	0.45%	1 year	06/14/16	\$248,000.00	\$278.24
	10/01/13	CD - Liberty Bank	0.70%	3 yrs	10/01/16	\$248,000.00	
	12/26/14	CD - Plaza Park Bank, Sartell	0.40%	1 YR	12/26/15	\$248,200.74	\$994.29
		<b>Subtotal Local Banks</b>	<b>0.51%</b>			<b>\$1,240,200.74</b>	<b>\$1,272.53</b>
	01/29/14	CD - Compass Bank, Birmingham AL	0.50%	2 YR	01/29/16	\$249,000.00	
	05/24/13	CD - GE Capital, Salt Lake City	0.70%	3 YR	05/24/16	\$249,000.00	
	06/03/15	CD - Everbank	0.50%	1 YR	06/03/16	\$249,000.00	
	07/27/15	CD - DMB Comm Bank	0.70%	1 YR	07/24/16	\$248,000.00	
	08/13/15	CD - Whitney Bank, New Orleans	0.65%	1 YR	08/12/16	\$248,994.53	
	08/12/15	CD - Santander Bank	0.65%	1 YR	08/12/16	\$8,000.00	
	10/31/14	CD - Ally Bank Midvale UT	1.00%	2 YR	10/31/16	\$247,773.79	
	01/15/14	CD - Goldman Sachs NY	1.00%	3 YR	01/17/17	\$248,000.00	
	01/17/14	CD - Bank of Baroda, NY	1.00%	3 YR	01/17/17	\$248,000.00	
	01/23/14	CD - Mid MO Bank, Springfield	0.85%	3 YR	01/23/17	\$249,000.00	\$173.96
	05/13/14	CD - Barclays Bank DEL	1.10%	3 YR	05/15/17	\$248,000.00	
	08/14/14	CD - American Express UT	1.25%	3 YR	08/14/17	\$248,000.00	
	10/19/15	CD - Capital One NA	1.65%	3 YR	10/29/18	\$246,902.67	
	10/01/14	CD - Discover Bank	2.15%	5 YR	10/16/19	\$246,826.20	
	10/15/14	CD - Sallie Mae Bank	2.15%	5 YR	10/15/19	\$246,717.25	
		<b>Subtotal TD Ameritrade</b>	<b>1.06%</b>			<b>\$3,481,214.44</b>	<b>\$173.96</b>

	Total CDs & Average rate:	1.06%			\$4,721,415.18	\$1,446.49
					31.63%	
	TOTAL EARNINGS PAID:	\$2,296.88				
		\$14,928,524.81				
<b>TOTAL CURRENT ACCOUNTS/INVESTMENTS:</b>						
Bank Vista		\$240,954.58				
TD Ameritrade		\$3,495,592.01				
Beacon Bank		\$501,602.49				
CCF		\$241,784.97				
ADM		\$671,122.54				
Local Bank CDs & Share		\$1,240,205.74				
4M Check		\$1,585,993.14				
4M Plus		\$6,951,269.34				
TOTAL		\$14,928,524.81				

Sartell

# February 2016

SUN	MON	TUE	WED	THU	FRI	SAT
	1 12:30 SSC BD MTG	2	3	4	5	6
7	8 6 PM CITY COUNCIL MTG	9 NOON CHAMBER AT WATERS CHURCH 5:30 EDC INTERVIEWS	10	11 5 PM APO EXEC BD.	12	13
14	15 PRESIDENT'S DAY CITY HALL CLOSED	16 4 PM MTC BD MTG.	17 9AM S.A.L.T. @ PD	18	19	20
21	22 6 PM CITY COUNCIL MTG.	23 7:30 LESAUK/SARTELL JOINT PLANNING BOARD	24	25 7 PM APO POLICY BD. AT W.P. CITY HALL	26	27
28	29 6 PM SPECIAL JOINT MTG, EDC, PLANNING, PARK & COUNCIL					

Sartell

# March 2016

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7 12:30 pm SSC Bd Mtg. 6:30 pm Planning Comm	8 11:30 am Chamber @ the Waters Church	9	10 5 PM APO EXEC. BD @ JIMMY'S	11	12
13	14 5:30 EDA MTG. 6 pm City Council	15 7 am EDC 4 pm MTC Bd Mtg. @ MTC offices	16 9 am SALT @ PD	17	18	19
20	21	22	23	24	25 GOOD FRIDAY CITY HALL CLOSED	26
27	28 6 pm City Council	29	30	31		