

AGENDA
SARTELL CITY COUNCIL
Monday, May 9, 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. SPECIAL PRESENTATIONS

5. APPROVAL OF CITY COUNCIL MINUTES

- a. April 25, 2016 – Special Meeting
- b. April 25, 2016 – Regular Meeting

6. 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 Insurance Renewal
- g. Approval of Resolution Accepting Donations
- h. Acceptance of Utilities Department resignation
- i. Acceptance of Commissioner resignation
- j. Appointment of Police Officer
- k. Appointment of Maintenance and Utilities Supervisors
- l. Call Public Hearing for NPDES Permit
- m. Appointment of Firefighters

7. PUBLIC HEARINGS

- a. Interim Ordinance –12 Properties
- b. Interim Use Permit - Walmart

8. OLD BUSINESS

9. NEW BUSINESS

- a. Final Plat - Providence of Sartell Second Addition
- b. Final Plat – Community Center

10. 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

11. CITY COUNCIL UPDATES & MISCELLANEOUS BUSINESS

- 12. CLOSED SESSION:** Consideration of terms for potential City acquisition of Sartell-LeSauk Government Center (discussions to be held in closed session in conference room, after which the meeting will be re-opened for possible action consideration)

13. ADJOURN

SARTELL CITY COUNCIL SPECIAL MEETING

MINUTES OF APRIL 25, 2016

Pursuant to due call and notice thereof, a special meeting was held on April 25, 2016 at Sartell City Hall. Mayor Nicoll called the meeting to order at 5:00 p.m.

COUNCIL PRESENT: Sarah Jane Nicoll, Pat Lynch, Amy Braig Lindstrom, Steve Hennes, David Peterson
COUNCIL ABSENT: None
ALSO PRESENT: Landscape Committee Members Anna Gruber, Dennis Molitor, Brad Borders, John Kothenbeutel, Anita Rasmussen, Mary Degiovanni, and Chuck Evens from Damon Farber

ROUNABOUT LANDSCAPE DESIGN

Chuck Evens reviewed the landscape design comments and the following feedback was discussed:

- Possibly move existing Sartell sign at Pinecone and 120, but likely cost prohibitive to move
- One or two of the “steps” will be removed and flowers planted in front of them
- Electricity for lighting will be within the roundabouts so we can determine lighting trees or other interior elements
- Current estimates exceed \$150,000 budget; cost cuts can be achieved through minimizing Heritage roundabout improvements until more development occurs around that area, by reducing length and quantity of limestone, and by including some bid alternates we could drop if bids come in too high
- Roundabouts will all be irrigated and soil will be tested before planting to increase tree/plant survival. Warranty is typically one year but may specify two years in bids.
- Roundabouts have been planned to minimize maintenance over the longer term, but everyone realizes this still requires a commitment to maintenance. John suggested specs include weed killing first and he let Chuck know the City has compost if that is what is needed for soil amendments.

A motion was made by Hennes and seconded by Braig Lindstrom authorizing plans and specs and solicitation of bids. The motion carried with Hennes, Lynch, Braig Lindstrom and Nicoll in favor and Peterson opposed.

ADJOURN

A motion was made by Braig Lindstrom and seconded by Lynch to adjourn at 5:45 P.M. The motion carried unanimously.

Mary Degiovanni, City Administrator

Sarah Jane Nicoll, Mayor

**CITY COUNCIL MEETING MINUTES
APRIL 25, 2016**

Pursuant to due call and notice thereof, a regular meeting of the Sartell City Council was held on April 25, 2016 in the Council Chambers of Sartell City Hall. Mayor Sarah Jane Nicoll called the meeting to order at 6 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
John Kothenbeutel, Assistant Public Works Director
Judy Molitor, Recording Secretary
Jim Hughes, Police Chief

PLEDGE OF ALLEGIANCE

AGENDA REVIEW AND ADOPTION

A MOTION WAS MADE BY COUNCIL MEMBER LYNCH AND SECONDED BY MEMBER HENNES APPROVING THE AGENDA AS PRESENTED. THE MOTION CARRIED UNANIMOUSLY.

OPEN FORUM/ PUBLIC COMMENT

No public comments were made.

SPECIAL PRESENTATIONS

a. KDV – Audit Presentation

Steve Wischmann, partner with KDV, the City of Sartell’s audit firm, presented a power point presentation on the City’s audited financial statements for 2015. Mr. Wischmann complimented the City on its financial management.

APPROVAL OF CITY COUNCIL MINUTES:

a. April 11, 2016 – Regular Meeting

A MOTION WAS MADE BY COUNCIL MEMBER LYNCH AND SECONDED BY MEMBER HENNES APPROVING THE MINUTES OF APRIL 11, 2016 REGULAR MEETING. THE MOTION CARRIED UNANIMOUSLY.

CONSENT AGENDA

- a. Approval of voucher payments
- b. Approval of Landfill Reporting Proposals
- c. Approval of Purchase of Traffic Counter Unit using Tech Funds
- d. Approve Apple Road Closure
- e. Calling Public Hearing on Interim Use Permit
- f. Approval of Noise Exemption

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

OLD BUSINESS

None

NEW BUSINESS

None

CITY COUNCIL UPDATES & MISCELLANEOUS BUSINESS

Council members gave updates on various meetings and community events.

CLOSED SESSION:

At 6:20 p.m. the City Council went into a closed session to consider agreement terms for the 4th Avenue South right of way and for the community center land exchange and returned to the Council Chambers at 7:32 p.m. Mayor Nicoll reported that the City Council met in closed session to discuss the acquisition of right of way for 4th Avenue South and that no action is being taken by the Council at this time and the terms of a potential acquisition are still in negotiation.

Mayor Nicoll reported that the City Council also met in closed session to discuss the exchange of property for the community center project. The Council is ready to take action on that item and they are considering a resolution outlining the proposed terms as follows:

- City conveys City's Heritage parcel and reduces \$301,000 in potential future assessments in exchange for an improved Community Center site.
- Initial estimates of this site option of almost \$600,000 in deferred assessment, fill elevation and road/utility extension costs are included at no additional cost to the City.
- The City builds 4th Avenue South at our cost and 19th Street South is extended along the entire westerly side of community center site at Four Points' cost.
- Community Center site gets platted at no cost to City; City's Heritage site gets conveyed without platting. City reserves all 4th Avenue and Roberts Road rights of way and stormwater easements from our Heritage site.
- City will use the community center site only for community center and related uses and ownership will remain in City or governmental entity.
- City will cooperate in paperwork necessary to acknowledge any donation resulting from this exchange at no cost to the City.
- Closing on or before June 1, 2016, with other standard provisions such as proration of taxes, split of closing costs, etc.

A MOTION WAS MADE BY COUNCIL MEMBER HENNES AND SECONDED BY MEMBER BRAIG-LINDSTROM APPROVING RESOLUTION 22-2016 AUTHORIZING THE ACQUISITION AND DISPOSITION (EXCHANGE) OF PROPERTY.

UPON VOTE BEING TAKEN THE FOLLOWING VOTED:

AYE: MAYOR NICOLL, COUNCIL MEMBERS: BRAIG-LINDSTROM, HENNES, LYNCH

NAY: COUNCIL MEMBER PETERSON

MOTION CARRIED

ADJOURN

A MOTION WAS MADE BY COUNCIL MEMBER PETERSON AND SECONDED BY MEMBER LYNCH TO ADJOURN THE MEETING AT 7:35 P.M. THE MOTION CARRIED UNANIMOUSLY.

Minutes By:

Judy Molitor, Recording Secretary

Sarah Jane Nicoll, Mayor

City of Sartell

Construction Activity Report April 2016

TOTALS:	Apr-12	Apr-13	Apr-14	Apr-15	Apr-16
Single Family Permits	2	4	7	12	7
Single Family Permits YTD	11	7	14	17	21
Single Family Valuation	\$443,600.00	\$954,000.00	\$1,704,500.00	\$2,609,350.00	\$1,920,400.00
Single Family Valuation YTD	\$2,250,600.00	\$1,646,000.00	\$3,842,200.00	\$3,735,350.00	\$4,819,200.00
Residential Remodel Permits	96	47	24	45	33
Residential Remodel Permits YTD	186	79	58	73	80
Residential Remodel Valuation	\$285,000.00	\$388,200.00	\$38,950.00	\$357,100.00	\$298,600.00
Residential Remodel Valuation YTD	\$500,007.00	\$601,500.00	\$251,450.00	\$766,300.00	\$771,600.00
Commercial Permits	2	5	3	3	5
Commercial Permits YTD	14	16	10	6	14
Commercial Valuation	\$86,500.00	\$1,009,000.00	\$91,000.00	\$4,235,000.00	\$1,031,800.00
Commercial Valuation YTD	\$1,144,850.00	\$2,011,445.00	\$174,600.00	\$4,286,500.00	\$1,560,300.00
Multi Family Permits	0	1	0	1	2
Multi Family Permits YTD	4	2	0	1	7
Number of Units	0	0	0	0	0
Number of Units YTD	38	0	0	0	0
Multi Family Valuation	\$0.00	\$1,500.00	\$0.00	\$845,200.00	\$12,623,100.00
Multi Family Valuation YTD	\$4,099,133.00	\$9,500.00	\$0.00	\$845,200.00	\$13,034,041.00
Plumbing Permits	23	21	25	29	27
Plumbing Permits YTD	91	80	84	122	90
Plumbing Valuation	\$0.00	\$0.00	\$25,940.00	\$8,126.00	\$67,200.00
Plumbing Valuation YTD	\$0.00	\$0.00	\$44,133.00	\$29,626.00	\$110,000.00
Mechanical Permits	18	14	22	16	21
Mechanical Permits YTD	59	78	64	65	80
Mechanical Valuation	0	0	\$800.00	\$92,335.00	\$10,900.00
Mechanical Valuation YTD	0	0	\$311,689.00	\$116,735.00	\$67,590.00
Fire Alarm Permits	0	1	0	2	0
Fire Alarm Permits YTD	5	3	2	4	1
Fire Alarm Valuation	\$0.00	\$5,800.00	\$0.00	\$1,996.00	\$0.00
Fire Alarm Valuation YTD	\$40,934.50	\$25,721.00	\$9,200.00	\$3,896.00	\$3,000.00
Sprinkler System Permits	0	0	1	3	2
Sprinkler System Permits YTD	9	3	4	7	6
Sprinkler System Valuation	\$0.00	\$0.00	\$900.00	\$1,882.00	\$810.00
Sprinkler System Valuation YTD	\$43,075.00	\$60,584.42	\$6,386.00	\$28,212.00	\$9,465.00
Zoning Permits	25	6	11	23	16
Zoning Permits YTD	33	6	11	23	22
Total Combined Permits	166	99	93	134	113
Total Combined Permits YTD	412	274	247	318	321
Combined Permit Valuation	\$815,100.00	\$2,358,500.00	\$1,862,090.00	\$8,150,989.00	\$15,952,810.00
Combined Permit Valuation YTD	\$8,078,599.50	\$4,354,750.42	\$4,639,658.00	\$9,811,819.00	\$20,375,196.00

City of Sartell
 Building Department
 Inspection Activity
 April 2016

Building Inspections		# of Inspections	YTD Inspections	LYTD	
	Residential	157	384	346	
	Commercial	58	48	52	
	Multifamily	15	86	3	
	Total	230	518	401	
Fire Inspections		Type & # of ins expected	# of Inspections	YTD Inspections	LYTD
	Business (65)		15	36	29
	Church (3)		0	0	1
	Education (7)		0	0	2
	Factory (1)		0	0	2
	Institution (1)		0	0	0
	Medical (22)		7	14	10
	Multifamily (21)		0	1	0
	Restaurant (8)		3	6	4
	Retail (19)		7	8	8
	Daycare/Foster		1	5	2
	Total (147)		33	70	58
Rental Inspections		# of Inspections	YTD	LYTD	
	SFD	6	31	34	
	Multifamily	0	14	11	
	Total	6	45	45	
Zoning Inspection		# of Inspections	YTD	LYTD	
	Shed	0	1	0	
	Fence	3	3	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	3	4	0	
Fire Response		Responses	YTD	LYTD	
	Fire	1	4	2	
	Emer. Response	1	4	1	
	CO	0	0	0	
	Gas Leak	0	1	1	
	Alarm	0	1	1	
	Other	0	3	0	
	Total	2	13	5	
Fire Department		Responses	YTD	LYTD	
	Truck Check	0	1	2	
	Mtg.	0	2	1	
	Fire Flows	0	0	0	
	Other	6	14	7	
	Total	6	17	10	
Emer. Mgmt.				LYTD	
		0	1	0	
Complaints				LYTD	
		0	0	0	
Hazardous and/or sub standard buildings				LYTD	
		0	1	1	
Meetings				LYTD	
				0	

I.T. Department Monthly Update

Submitted by Rebecca Wicklund

April 2016

I.T. and Technology

General:

Our new phone system has been installed. Most of the technology time this month was preparing for the upgrade and working with Aitech during the conversion. Kelly Hanson took the lead with the P.D. side of the conversion with Aitech, so many thanks to her for all her help with the setup at the police department.

Aitech was so great to work with during our conversion and handled any issues that arose very quickly.

Staff seems to be picking up the new phone system very quickly, so I hope as staff gets used to it, they enjoy using it more and more every day.

Also, attended a few meetings with the community center architects and consultants regarding technology for the new community center.

SeeClickFix

The April SeeClickFix monthly report is attached.



Sartell, MN

Between Apr 01, 2016 and Apr 30, 2016

7 issues were opened

2 issues were acknowledged

7 issues were closed

The average time to acknowledge was 2.5 days.

The average time to close was 7.7 days.

Issues by Source



SERVICE REQUEST TYPE	OPENED	ACKNOWLEDGED	CLOSED	DAYS TO ACK.	DAYS TO CLOSE
Park Issue/Maintenance	2	0	2	0.0	2.9
Sidewalk/Bike Path Issue	2	0	2	0.0	0.2
Parking Issue	1	1	1	0.9	0.9
Street Light Out	1	1	1	4.1	4.1
Abandoned Items	0	0	1	0.0	42.7
Pothole	1	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
Garbage Issues - Public 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
Icy Road Condition	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
Noise Issues	0	0	0	0.0	0.0
Other	0	0	0	0.0	0.0
Public Safety Concern	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
Snow Plow Issue	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	7	2	7	2.5	7.7
City boundary [OLD]	6	1	6	4.1	8.8



Sartell Fire Department

Proudly Serving The City of Sartell since 1920

Monthly Report for April, 2016

Meetings & Drills

04/19/2016 Monthly Drill: Members were of the Department did their annual SCBA Fit Testing. Completed the Yearly medical Questionnaire. And timed on donning all of the Firefighters Personal Protective Equipment.

04/21/2016 Chief and Asst. Chiefs attended the CMFAA April Meeting at the St Stephen Fire Department

04/24/2016 Fire Department held a Waffle Breakfast at St Francis Xavier School for a Fund Raiser. The turnout from the public was a great success.

Monthly Incidents:

Incident	Date	Time	Type of Incident
16-000027	04/01/2016	19:53:00	Smoke or odor removal
16-000028	04/02/2016	11:45:00	Smoke or odor removal
16-000029	04/04/2016	01:21:00	Building fire (Mutual Aid)
16-000030	04/13/2016	10:15:00	Alarm system sounded due to malfunction
16-000031	04/18/2016	10:36:00	Brush or brush-and-grass mixture fire
16-000032	04/24/2016	20:54:00	Mobile property (vehicle) fire, Other
16-000033	04/26/2016	05:54:00	Smoke or odor removal

Year to Date comparison from 2015 (50) incidents 2016 (33) incidents

Respectfully Submitted By

Claude Dingmann 1st Asst, Chief

CITY OF SARTELL
Vendor Transactions-Agenda Packet

CHECK	Check Date	Batch Name	Invoice	Amount	Comments
Search Name ALM, JACLYN					
		0516PW01	041916	\$78.62	BOILERS EXAM
		0516PW01	041916	\$50.00	BOILERS EXAM
				\$128.62	
Search Name ALM, JACLYN					
Search Name AMERIPRIDE LINEN/APPAREL SERV					
		0516PW01	2200759946	\$10.00	TOWELS,MATS,MOPS-MAINT
		0516PW01	2200775187	\$14.66	UNIFORMS
		0516PW01	2200775187	\$43.62	UNIFORMS
		0516PW01	2200775187	\$7.24	UNIFORMS
		0516PW01	2200775187	\$230.50	SOAP
		0516PW01	2200775187	\$29.07	UNIFORMS
		0516PW01	2200775187	\$34.52	MATS,TOWELS,MOPS-MAINT
		0516PD01	2200775190	\$63.05	TOWELS,MATS-PD
		0516ADM01	2200775205	\$44.69	TOWELS,MATS-HALL
				\$477.35	
Search Name AMERIPRIDE LINEN/APPAREL SERV					
Search Name ARNOLD S					
		0516PW01	FC27523	\$261.78	REPAIRS-MOWERS
				\$261.78	
Search Name ARNOLD S					
Search Name ASTECH CORP					
		0516PW01	16-085	\$484.03	PATCH GRIT
				\$484.03	
Search Name ASTECH CORP					
Search Name AT&T MOBILITY					
		0516PW01	287256356792X04	\$30.00	IPAD SERV-JOHN
		0516PW01	287256356792X04	\$11.60	PHONE SERV-MAINT
		0516PW01	287256356792X04	\$98.83	PHONE SERV-UTIL
				\$140.43	
Search Name AT&T MOBILITY					
Search Name BANYON DATA SYSTEMS INC					
		0516ADM01	00154233	\$397.50	US SUPPORT
		0516ADM01	00154233	\$397.50	UB SUPPORT
		0516ADM01	00154233	\$1,590.00	PAYROLL/FUND ACTG SUPPORT
				\$2,385.00	
Search Name BANYON DATA SYSTEMS INC					
Search Name BARCO MUNICIPAL PRODUCTS INC					
		0516PW01	IN-219927	\$320.18	LOCATE FLAGS
		0516PW01	IN-219927	\$320.18	LOCATE FLAGS
				\$640.36	
Search Name BARCO MUNICIPAL PRODUCTS INC					
Search Name BENTON TROPHY & AWARDS INC					
		0516ADM01	151367	\$17.25	NAME PLATES
				\$17.25	
Search Name BENTON TROPHY & AWARDS INC					
Search Name BERGANKDV					
		0516ADM01	05035	\$3,100.00	2015 AUDIT
		0516ADM01	05035	\$300.00	2015 AUDIT
		0516ADM01	05035	\$300.00	2015 AUDIT
		0516ADM01	05035	\$3,100.00	2015 AUDIT
		0516ADM01	05035	\$3,100.00	2015 AUDIT
		0516ADM01	05035	\$800.00	2015 AUDIT
		0516ADM01	05035	\$1,100.00	2015 AUDIT
		0516ADM01	05035	\$300.00	2015 AUDIT

CITY OF SARTELL

Vendor Transactions-Agenda Packet

CHECK	Check Date	Batch Name	Invoice	Amount	Comments
Search Name BERGANKDV				\$12,100.00	
Search Name CDW GOVERNMENT, INC.					
		0516ADM01	CSG6494	\$86.20	COMPUTER EQUIP
Search Name CDW GOVERNMENT, INC.				\$86.20	
Search Name CENTRAL MCGOWAN, INC.					
		0516PW01	00064763	\$18.00	CYLINDER RENTAL
Search Name CENTRAL MCGOWAN, INC.				\$18.00	
Search Name CHARTER COMMUNICATIONS					
069243	4/26/2016	0416PPD03	835230105015776	\$108.52	INTERNET/TV-FD
069243	4/26/2016	0416PPD03	835230105018283	\$80.00	INTERNET-HALL
069243	4/26/2016	0416PPD03	835230105018283	\$27.60	TV-HALL
069243	4/26/2016	0416PPD03	835230105018589	\$84.99	INTERNET-PLANTS
069243	4/26/2016	0416PPD03	835230105019398	\$92.74	INTERNET/TV-MAINT
069243	4/26/2016	0416PPD03	835230105019617	\$89.98	INTERNET-PLANTS
Search Name CHARTER COMMUNICATIONS				\$483.83	
Search Name CITI LITES INC					
		0516PW01	051090	\$360.00	LOCATES-STREET LIGHTS
		0516PW01	051154	\$420.00	LOCATES-STREET LIGHTS
Search Name CITI LITES INC				\$780.00	
Search Name CLIMATE AIR INC					
		0516ADM01	37254	\$330.50	HVAC REPAIRS-HALL
Search Name CLIMATE AIR INC				\$330.50	
Search Name COLONIAL LIFE					
069240	4/26/2016	0416PPD03	3506136-0501570	\$53.00	PAYROLL DEDUCTION-APR
069240	4/26/2016	0416PPD03	3506136-0501570	\$89.10	PAYROLL DEDUCTION-APR
Search Name COLONIAL LIFE				\$142.10	
Search Name DESIGN ELECTRIC INC					
		0516PW01	2766	\$1,854.51	REPAIRS-PLANT
		0516PW01	2772	\$407.00	REPAIRS-PLANT
		0516PW01	2784	\$189.69	REPAIRS-STREET LIGHTS
		0516FD01	2792	\$1,437.43	REPAIRS-FIRE HALL
		0516PW01	2793	\$106.50	REPAIRS-MAINT SHOP
Search Name DESIGN ELECTRIC INC				\$3,995.13	
Search Name EFTPS VOICE RESPONSE SYSTEM					
002824E	4/26/2016	0416PPD03	04-22-2016	\$3,476.89	04/22 EMPLOYEE FICA
002824E	4/26/2016	0416PPD03	04-22-2016	\$3,476.89	04/22 EMPLOYER FICA
002824E	4/26/2016	0416PPD03	04-22-2016	\$10,243.00	04/22 FED TAX W/HELD
002824E	4/26/2016	0416PPD03	04-22-2016	\$1,439.49	04/22 EMPLOYEE MEDICARE
002824E	4/26/2016	0416PPD03	04-22-2016	\$1,439.49	04/22 EMPLOYER MEDICARE
002831E	4/29/2016	0416PPD03	04-29-2016	\$309.81	04/29 EMPLOYER FICA
002831E	4/29/2016	0416PPD03	04-29-2016	\$309.81	04/29 EMPLOYEE FICA
002831E	4/29/2016	0416PPD03	04-29-2016	\$162.00	04/29 FED TAX W/HELD
002831E	4/29/2016	0416PPD03	04-29-2016	\$100.33	04/29 EMPLOYER MEDICARE
002831E	4/29/2016	0416PPD03	04-29-2016	\$100.33	04/29 EMPLOYEE MEDICARE
Search Name EFTPS VOICE RESPONSE SYSTEM				\$21,058.04	
Search Name EMPOWER RETIREMENT					
002826E	4/25/2016	0416PPD03	04-22-2016	\$2,761.77	04/22 PAYROLL DEDUCTION

Vendor Transactions-Agenda Packet

CHECK	Check Date	Batch Name	Invoice	Amount	Comments
002825E	4/25/2016	0416PPD03	04-22-2016	\$1,832.22	04/22 PAYROLL DEDUCTION
002825E	4/25/2016	0416PPD03	04-22-2016	\$184.62	04/22 EMPLOYER CONTR TO PENSION-A
Search Name EMPOWER RETIREMENT				\$4,778.61	
Search Name EVOQUA WATER TECHNOLOGIES LLC					
		0516PW01	902608003	\$9,238.53	BIOXIDE
Search Name EVOQUA WATER TECHNOLOGIES LLC				\$9,238.53	
Search Name FASTENAL COMPANY					
		0516PW01	MNSAU456946	\$64.42	SHOP TOOLS
Search Name FASTENAL COMPANY				\$64.42	
Search Name FEDERAL SIGNAL CORP					
		0516PD01	6285825	\$13,000.00	EM SIREN
		0516PD01	6286985	\$300.00	ANTENNA
Search Name FEDERAL SIGNAL CORP				\$13,300.00	
Search Name FERGUSON WATERWORKS #2516					
		0516PW01	0187633	\$3,558.28	METER-DEZURIK
		0516PW01	0187634	\$465.32	METER-DEZURIK
		0516PW01	WL000924	\$94.91	METER-CHATEAU WATERS
		0516PW01	WL000924-1	\$632.74	METER-CHATEAU WATERS
Search Name FERGUSON WATERWORKS #2516				\$4,751.25	
Search Name GATR OF SAUK RAPIDS					
		0516FD01	01P167675	-\$199.50	REPAIRS-FD TRUCKS
		0516PD01	01P168895	\$26.64	REPAIRS-SQUAD
		0516PD01	01P168902	\$51.00	REPAIRS-SQUAD
		0516PW01	01P169212	\$49.92	REPAIRS-PARK EQUIP
		0516PW01	01P169679	\$199.00	REPAIRS-MOWER
		0516PW01	01P170077	\$99.84	REPAIRS-TRAILER
		0516PW01	01P170503	\$11.14	REPAIRS-TRACTORS
Search Name GATR OF SAUK RAPIDS				\$238.04	
Search Name GRAINGER, W.W. INC.					
		0516PW01	9087747433	\$45.48	TOOLS-WATER DISTR
		0516PW01	9090697187	\$207.30	TOOLS-SHOP
		0516PW01	9091184268	\$738.24	WATER PLANT SUPPLIES
		0516PW01	9092958660	\$25.20	WATER PLANT SUPPLIES
Search Name GRAINGER, W.W. INC.				\$1,016.22	
Search Name HACH COMPANY					
		0516PW01	2128238	-\$2,170.00	TESTING SUPPLIES
		0516PW01	9892866	\$3,795.00	TESTING SUPPLIES
		0516PW01	9894114	\$37.30	TESTING SUPPLIES
Search Name HACH COMPANY				\$1,662.30	
Search Name HANDYMAN S INC.					
		0516PW01	422246	\$50.94	REPAIRS-EQUIP
Search Name HANDYMAN S INC.				\$50.94	
Search Name HAWKINS WTR TREATMENT GRP INC					
		0516PW01	3869576	\$1,188.50	CHEMICALS
		0516PW01	3869578	\$4,308.00	CHEMICALS
		0516PW01	3869616	\$584.40	CHEMICALS
Search Name HAWKINS WTR TREATMENT GRP INC				\$6,080.90	

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
Search Name HEARTLAND 4 WHEEL DRIVE INC					
		0516PW01	20563	\$4,224.32	REPAIRS-STR VEHICLE
Search Name HEARTLAND 4 WHEEL DRIVE INC					
				\$4,224.32	
Search Name HELENA CHEMICAL COMPANY					
		0516PW01	134728699	\$595.45	CHEMICALS
Search Name HELENA CHEMICAL COMPANY					
				\$595.45	
Search Name HMA ARCHITECTS LTD					
		0516ADM01	1440-5	\$179,836.61	COMMUNITY CENTER
Search Name HMA ARCHITECTS LTD					
				\$179,836.61	
Search Name HOME DEPOT CRC					
069246	4/29/2016	0416PPD03	8862190	\$119.94	MAILBOX POSTS
Search Name HOME DEPOT CRC					
				\$119.94	
Search Name INNOVATIVE OFFICE SOLUTIONS LL					
		0516PD01	IN1156153	\$186.23	OFFICE SUPPLIES-PD
Search Name INNOVATIVE OFFICE SOLUTIONS LL					
				\$186.23	
Search Name INTELLIGENT WIRELESS MANAGEMEN					
		0516PW01	10181	\$17.00	WIRELESS MANAGEMENT
		0516PD01	10181	\$17.00	WIRELESS MANAGEMENT
		0516PW01	10181	\$17.00	WIRELESS MANAGEMENT
		0516PD01	1850	\$53.68	OTTERBOX-PD
Search Name INTELLIGENT WIRELESS MANAGEMEN					
				\$104.68	
Search Name JOHNSON, ROBERT/TIFFANY					
		0516ADM01	328 RAS	\$289.30	REIMB-OVERPAY UTIL
Search Name JOHNSON, ROBERT/TIFFANY					
				\$289.30	
Search Name KEEPRS INC					
		0516PD01	303395-02	\$163.98	UNIFORMS-DAHLSTROM
		0516PD01	305180	\$40.98	UNIFORMS
Search Name KEEPRS INC					
				\$204.96	
Search Name LAWSON PRODUCTS INC					
		0516PW01	9304045937	\$239.01	SHOP SUPPLIES
		0516PW01	9304056549	\$103.14	SUPPLIES-SHOP
Search Name LAWSON PRODUCTS INC					
				\$342.15	
Search Name MARCO INC					
069242	4/26/2016	0416PPD03	302822184	\$92.00	COPY MACHINE-FD
069242	4/26/2016	0416PPD03	303049332	\$568.64	COPY MACHINE/PRINTERS-HALL
Search Name MARCO INC					
				\$660.64	
Search Name MARUDAS PRINT SERVICES					
		0516ADM01	1709	\$156.88	ENVELOPES
		0516ADM01	1912	\$333.95	LETTERHEAD
Search Name MARUDAS PRINT SERVICES					
				\$490.83	
Search Name MID MN CODE ENFORCEMENT INC					
		0516ADM01	03-16	\$2,200.00	BLDG INSPECTIONS-MAR
		0516ADM01	04-16	\$1,525.00	BLDG INSPECTIONS-APR
Search Name MID MN CODE ENFORCEMENT INC					
				\$3,725.00	

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
Search Name MIDSTATE INSPECTION SERV INC					
		0516ADM01	04-2016	\$1,940.00	BLDG INSPECTIONS-APR
Search Name MIDSTATE INSPECTION SERV INC				\$1,940.00	
Search Name MIDWAY IRON & METAL					
		0516PW01	310332	\$41.39	REPAIRS-MOWERS
		0516PW01	311281	\$69.28	REPAIRS-PARK EQUIP
Search Name MIDWAY IRON & METAL				\$110.67	
Search Name MIMBACH FLEET SUPPLY					
		0516PW01	117956	\$12.84	REPAIRS-SPRAYER
Search Name MIMBACH FLEET SUPPLY				\$12.84	
Search Name MINNESOTA PIPE & EQUIPMENT					
		0516PW01	0354018	\$69.00	IRRIGATION REPAIRS-NSIDE PARK
Search Name MINNESOTA PIPE & EQUIPMENT				\$69.00	
Search Name MN DEPT OF REVENUE					
002823E	4/26/2016	0416PPD03	04-22-2016	\$4,224.90	04/22 STATE TAX W/HELD
002830E	4/29/2016	0416PPD03	04-29-2016	\$104.31	04/29 STATE TAX W/HELD
Search Name MN DEPT OF REVENUE				\$4,329.21	
Search Name MN NCPERS GRP LIFE INS-752400					
		0516ADM01	7524516	\$80.00	PAYROLL DEDUCTION-APR
Search Name MN NCPERS GRP LIFE INS-752400				\$80.00	
Search Name MOLITOR EXCAVATING INC					
		0516PW01	101-16	\$5,270.00	WATER MAIN BREAK
		0516PW01	129-16	\$6,455.00	WATER MAIN BREAK
Search Name MOLITOR EXCAVATING INC				\$11,725.00	
Search Name MUSTANG SIGNS & GRAPHICS					
		0516FD01	17682	\$100.00	DECALS-FD TRUCKS
		0516PW01	17688	\$28.00	SHOP SUPPLIES
Search Name MUSTANG SIGNS & GRAPHICS				\$128.00	
Search Name MVTL LABORATORIES INC					
		0516PW01	804817	\$184.15	TESTING
		0516PW01	805701	\$129.75	TESTING
Search Name MVTL LABORATORIES INC				\$313.90	
Search Name NEMETH, DARREL INC					
		0516ADM01	04-2016	\$4,118.25	ELEC INSPECTIONS-APR
Search Name NEMETH, DARREL INC				\$4,118.25	
Search Name NORTH CENTRAL TRUCK EQUIPMENT					
		0516PD01	229518	\$47.56	REPAIRS-SQUAD
		0516PD01	CM226598	-\$27.25	REPAIRS-SQUAD
Search Name NORTH CENTRAL TRUCK EQUIPMENT				\$20.31	
Search Name O REILLY AUTO PARTS					
		0516PW01	1572-486118	\$69.96	SHOP SUPPLIES
		0516PW01	1572-486527	\$300.44	REPAIRS-STR VEHICLE
		0516PW01	1572-486535	\$49.05	REPAIRS-STR VEHICLE
		0516PW01	1572-486608	\$38.78	REPAIRS-STR VEHICLE
		0516PW01	1572-486609	\$18.03	REPAIRS-STR VEHICLE

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
		0516PW01	1572-486617	\$143.35	REPAIRS-STR VEHICLE
		0516PW01	1572-486672	-\$246.31	REPAIRS-STR VEHICLE
		0516PW01	1572-487346	\$300.69	REPAIRS-WTR VEHICLE
		0516PW01	1572-487581	\$161.98	REPAIRS-STR VEHICLE
		0516PW01	1572-487595	\$7.19	REPAIRS-TILLER
Search Name O REILLY AUTO PARTS				<u>\$843.16</u>	
Search Name OXYGEN SERVICE COMPANY					
		0516FD01	03342313	\$48.79	CYLINDER RENTAL-FD
		0516PD01	07971361	\$22.34	MEDICAL OXYGEN
Search Name OXYGEN SERVICE COMPANY				<u>\$71.13</u>	
Search Name PUBLIC EMPLOYEE RETIREMENT ASN					
002827E	4/22/2016	0416PPD03	04-22-2016	\$3,770.68	04/22 EMPLOYEE PERA
002827E	4/22/2016	0416PPD03	04-22-2016	\$4,350.76	04/22 EMPLOYER PERA
002827E	4/22/2016	0416PPD03	04-22-2016	\$7,433.05	04/22 EMPLOYER PERA
002827E	4/22/2016	0416PPD03	04-22-2016	\$4,955.38	04/22 EMPLOYEE PERA
002829E	4/29/2016	0416PPD03	04-29-2016	\$96.26	04/29 EMPLOYEE PERA
002829E	4/29/2016	0416PPD03	04-29-2016	\$96.26	04/29 EMPLOYER PERA
Search Name PUBLIC EMPLOYEE RETIREMENT ASN				<u>\$20,702.39</u>	
Search Name RASMUSSEN, ANITA					
		0516ADM01	042016	\$95.04	MILEAGE-EVENING @ CAPITOL
Search Name RASMUSSEN, ANITA				<u>\$95.04</u>	
Search Name REPULIC SERVICES #891					
069247	4/29/2016	0416PPD03	0891-000672771	\$160.95	REFUSE SERV-PD
069247	4/29/2016	0416PPD03	0891-000672771	\$218.88	REFUSE SERV-MAINT
069247	4/29/2016	0416PPD03	0891-000672771	\$240.33	REFUSE SERV-PD
069247	4/29/2016	0416PPD03	0891-000672771	\$33.33	REFUSE SERV-FD
069247	4/29/2016	0416PPD03	0891-000672771	\$177.58	REFUSE SERV-HALL
069247	4/29/2016	0416PPD03	0891-000672771	\$128.55	REFUSE SERV-PLANTS
069247	4/29/2016	0416PPD03	0891-000673250	\$682.07	REFUSE SERV-PARKS
Search Name REPULIC SERVICES #891				<u>\$1,641.69</u>	
Search Name SANITATION SERVICES LLC					
		0516PW01	6573	\$96.43	PORTABLE RESTROOMS
		0516PW01	6573	\$891.10	PORTABLE RESTROOMS
Search Name SANITATION SERVICES LLC				<u>\$987.53</u>	
Search Name SARTELL HARDWARE HANK					
		0516PW01	69238	\$3.99	SAMPLING
		0516FD01	69351	\$9.27	REPAIRS-FD
		0516PW01	69792	\$40.23	HYDRANT REPAIRS
		0516PW01	69793	\$33.98	BUTANE
		0516PW01	69844	\$15.56	REPAIRS-SPRAYER
		0516ADM01	97498	\$13.35	SUPPLIES-HALL
		0516PW01	97734	\$79.98	PARK MAINT
		0516PW01	97805	\$109.99	WELL #16
		0516PW01	98234	\$35.94	FENCE-PCP
Search Name SARTELL HARDWARE HANK				<u>\$342.29</u>	
Search Name SARTELL INDPENDENT POLICE ASN					
069139	4/21/2016	0416PPD03	04-2016	\$168.00	PAYROLL DEDUCTION-APR
Search Name SARTELL INDPENDENT POLICE ASN				<u>\$168.00</u>	

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
Search Name SARTELL NEWSLEADER					
069245	4/29/2016	0416PPD03	38018	\$105.84	FILINGS NOTICE
069245	4/29/2016	0416PPD03	38018	\$105.84	PHN MORATORIUM
069245	4/29/2016	0416PPD03	38018	\$88.20	PHN IUP-WALMART
Search Name SARTELL NEWSLEADER				\$299.88	
Search Name SERVICEMASTER OF ST CLOUD INC					
		0516PW01	118979	\$2,500.00	FLOOR CLEANING-SHOP
Search Name SERVICEMASTER OF ST CLOUD INC				\$2,500.00	
Search Name SITE ONE LANDSCAPE SUPPLY LLC					
		0516PW01	75315754	\$885.21	IRRIGATION REPAIRS-PCP
Search Name SITE ONE LANDSCAPE SUPPLY LLC				\$885.21	
Search Name SPRINT					
069244	4/26/2016	0416PPD03	584068813-101	\$454.87	CONN CARDS-PD
069244	4/26/2016	0416PPD03	890875115-104	\$34.99	CONN CARD-CSO
069244	4/26/2016	0416PPD03	890875115-104	\$39.99	CONN CARD-FD
Search Name SPRINT				\$529.85	
Search Name STANDARD INSURANCE COMPANY					
069241	4/26/2016	0416PPD03	155531MAY16	\$78.35	EMPLOYEE LTD/LIFE INS
069241	4/26/2016	0416PPD03	155531MAY16	\$60.93	EMPLOYEE LTD/LIFE INS
069241	4/26/2016	0416PPD03	155531MAY16	\$36.83	EMPLOYEE LTD/LIFE INS
069241	4/26/2016	0416PPD03	155531MAY16	\$54.03	EMPLOYEE LTD/LIFE INS
069241	4/26/2016	0416PPD03	155531MAY16	\$15.90	EMPLOYEE LTD/LIFE INS
069241	4/26/2016	0416PPD03	155531MAY16	\$98.35	EMPLOYEE LTD/LIFE INS
069241	4/26/2016	0416PPD03	155531MAY16	\$23.38	EMPLOYEE LTD/LIFE INS
069241	4/26/2016	0416PPD03	155531MAY16	\$136.79	EMPLOYEE CONTR TO INS
069241	4/26/2016	0416PPD03	155531MAY16	\$495.49	VOLUNTARY LIFE INS
069241	4/26/2016	0416PPD03	155531MAY16	\$29.63	EMPLOYEE LTD/LIFE INS
069241	4/26/2016	0416PPD03	155531MAY16	\$377.71	EMPLOYEE LTD/LIFE INS
Search Name STANDARD INSURANCE COMPANY				\$1,407.39	
Search Name STRACK CONSTRUCTION COMPANY					
		0516ADM01	15115-PC4	\$12,728.49	COMMUNICTY CENTER
Search Name STRACK CONSTRUCTION COMPANY				\$12,728.49	
Search Name TOLMAN, KIM					
		0516FD01	243356	\$70.00	APR CLEANING-FD
		0516PD01	243356	\$560.00	APR CLEANING-PD
		0516PW01	243356	\$400.00	APR CLEANING-MAINT
Search Name TOLMAN, KIM				\$1,030.00	
Search Name TOTAL ADMIN SERVICES CORP					
002828E	4/26/2016	0416PPD03	04-22-2016	\$124.99	04/22 MED FLEX CONTR
002828E	4/26/2016	0416PPD03	04-22-2016	\$543.06	04/22 DAYCARE FLEX CONTR
002828E	4/26/2016	0416PPD03	04-22-2016	\$2,440.96	04/22 HSA FLEX CONTR
Search Name TOTAL ADMIN SERVICES CORP				\$3,109.01	
Search Name TRAUT WELLS INC					
		0516PW01	286076	\$46.00	TESTING
		0516PW01	286319	\$46.00	TESTING
		0516PW01	286429	\$23.00	TESTING
Search Name TRAUT WELLS INC				\$115.00	

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
Search Name USA BLUE BOOK					
		0516PW01	935408	\$191.96	SUPPLIES-WTR DISTRIBUTION
Search Name USA BLUE BOOK				\$191.96	
Search Name WATCHGUARD VIDEO					
		0516PD01	QUO-30077-P1Z6	\$3,150.00	MAINT/WARRANTY RENEWAL-PD
Search Name WATCHGUARD VIDEO				\$3,150.00	
Search Name WEIDNER PLBG & HTG CO INC					
		0516PW01	245009	\$125.50	REPAIRS-CHAMPION FIELD
		0516PW01	245010	\$217.37	REPAIRS-PLANT
Search Name WEIDNER PLBG & HTG CO INC				\$342.87	
Search Name WESTSIDE LEARNING & EVENT CTR					
		0516ADM01	042616	\$245.46	AREA CITIES MEETING
Search Name WESTSIDE LEARNING & EVENT CTR				\$245.46	
Search Name WICKLUND, REBECCA					
		0516ADM01	042716	\$61.51	MISC MILEAGE/PARKING
Search Name WICKLUND, REBECCA				\$61.51	
				\$349,784.98	

CITY OF SARTELL

Voucher Payments-Fund Summary

Adopted by the Sartell City Council this _____ day of _____, 2016

Mayor _____ Attest: Administrator _____

FUND Descr	Dr/Cr Amt
GENERAL	\$93,297.26
EMERGENCY MANAGEMENT FUND	\$13,300.00
COMMUNITY CENTER PROJECT	\$192,565.10
TIF DISTRICT 5-2 (PHEASANT)	\$300.00
TIF DISTRICT 5-4 (REKER)	\$300.00
TIF DISTRICT 5-5 (BURL OAKS)	\$300.00
WATER FUND	\$33,123.06
SEWER FUND	\$13,179.38
STORMWATER FUND	\$3,420.18
	<hr/>
	\$349,784.98

SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department: Administration	Meeting Date: May 9, 2016	Agenda Item No. 6f
Agenda Section: Consent	Item: Insurance Renewal	
<p>RECOMMENDATION: Approval of insurance renewal consistent with past years without waiver of statutory limits and with no excess liability coverage.</p> <p>BACKGROUND: Staff recommends no changes to your insurance coverages this year. I am attaching an outline from the League of Cities showing the statutory limit outline and options.</p> <p>BUDGET/FISCAL IMPACT: No change to budget unless excess liability coverage is added – cost estimate for doing that would increase budget by \$15,000 to \$25,000.</p> <p>ATTACHMENTS: Waiver form and LMC information/outline.</p> <p>COUNCIL ACTION REQUESTED: Consent agenda approval serves as approval of the attached waiver form implementing the City’s decision not to waive monetary limits on municipal tort liability. If item is removed from consent agenda, separate motion is requested approving insurance renewal as proposed.</p>		



CONNECTING & INNOVATING
SINCE 1913

LIABILITY COVERAGE – WAIVER FORM

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

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

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

- If the member does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.
- If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

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

City of Sartell
LMCIT Member Name

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.
- The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting 5-9-16

Signature Mary Degiovanni Position City Administrator

Questions and Answers Liability Coverage Limit Increase

What's being changed in the LMCIT liability coverage limits?

There are two changes.

- 1) The basic liability coverage limit is increased from \$1.5 million to \$2 million per occurrence.
- 2) The annual aggregate limits that apply to several specific types of liability are increased from \$2 million to \$3 million per year. This affects coverage for claims for products liability, failure to supply utilities, data security breaches, damage caused by electromagnetic fields, limited pollution, and mold. There are also annual aggregate limits on the land use / special risk coverage (\$1 million), and on coverage for claims arising from activities of outside organizations (\$100,000). These annual aggregate limits don't change.

More Information

Read more about LMCIT's Liability Coverage Options at <http://lmc.org/page/1/P-C-Coverages.jsp>.

When do the changes take effect?

The changes will apply at the city's first renewal after November 15, 2014.

Why did the LMCIT Board decide to make these changes?

The reason is to give member cities better protection. The statutory liability limit caps the city's liability for many types of claims. But some liability claims aren't covered by the statutory limit, so the city's potential liability is unlimited. Claims under the federal civil rights laws are probably the biggest example, but there are a few others as well. The new \$2 million per occurrence coverage limit gives the city better protection for these types of claims, and makes it less likely the city could end up with liability exceeding its coverage limit.

That's also why the various aggregate limits were increased – to give member cities better protection. The higher limits make it less likely the city could run out of coverage if there were a major incident in which many people were injured.

Do the higher coverage limits mean that the city can now be sued for larger amounts?

For the vast majority of LMCIT members, the answer is no. This is because for LMCIT members the statutory liability limits remain in effect unless the city has explicitly chosen to waive the statutory limits. Only about 18% of LMCIT members do so. So for most member cities, even though the city's liability coverage now has a \$2 million limit, the city's liability is still limited by the statute to no more than \$500,000 per claimant and \$1.5 million per occurrence. In other words, the new, higher coverage limits would only come into play on those types of claims that aren't covered by the statutory liability limit.

For cities that do choose to waive the statutory limits, the change will mean the city can now be sued for greater dollar amounts. When the city chooses the "waiver" option, the city waives the protection of the statutory limits, up to the amount of coverage the city has. So someone with a claim against a city that has waived the statutory limits would now be able to recover up to \$2 million. Of course, that claimant would have to show that s/he actually did suffer that much damage.

Our city carries the optional excess liability coverage. How does this change affect us?

There are three effects, all of them positive, for the city that carries the optional excess liability coverage.

- 1) The total coverage limit the city has available will now be greater. For example, suppose the city carries \$1 million of excess coverage. Formerly, that \$1 million of coverage would sit on top of the old \$1.5 million primary limit, so the total limit available was \$2.5 million. Now that \$1 million of excess coverage will sit above the \$2 million per occurrence primary limit, for a total of \$3 million.
- 2) The city will now have better protection for claims relating to mold or to failure to supply utilities. The excess liability coverage doesn't apply to those types of claims, so under the old coverage even if the city carries the excess liability coverage, the city still only had \$2 million of coverage for those claims per year. Now the city will have \$3 million of coverage per year for those claims.
- 3) The excess coverage is now less expensive. Formerly, the excess coverage would come into play on a claim that exceeds \$1.5 million; now, a claim would need to exceed \$2 million for the excess coverage to come into play. That means there's less risk that a claim will hit the excess coverage; and because the risk is less, the cost is less.

So our premium for excess liability coverage will go down at our next renewal?

For many cities it will, but not necessarily for all. The premiums for excess liability coverage are based on the city's premium for the primary liability coverage. Even though premium rates for the primary liability coverage are decreasing 4%, an individual city's primary liability coverage premium could still increase for any of several reasons: if the city's exposures (gross expenditures, number of employees, number of police officers, number of households, number of sewer connections) have increased; if the city's experience rating has increased; or if the city's liability premium is still increasing because of the transition to the new rating system. If the city's primary liability premium increases for any of these reasons, it's possible the excess liability premium could increase as well.

LMCIT Liability Coverage Options
Coverage Written or Renewed On or After November 15, 2014

Coverage structure if the city:	On a liability claim to which the statutory limits apply:		On a liability claim to which the statutory limits do not apply:
	This is the maximum amount a single claimant could recover on an occurrence.	This is the maximum total amount that all claimants could recover on a single occurrence.	This is the maximum amount of damages which LMCIT would pay on the city's behalf for a single occurrence, regardless of the number of claimants.
Does not have excess coverage & Does not waive the statutory limits	\$500,000	\$1,500,000	\$2,000,000
Does not have excess coverage & Waives the statutory limits	\$2,000,000	\$2,000,000	\$2,000,000
Has \$1,000,000 of excess coverage & Does not waive the statutory limits	\$500,000	\$1,500,000	\$3,000,000
Has \$1,000,000 of excess coverage & Waives the statutory limits	\$3,000,000	\$3,000,000	\$3,000,000

RESOLUTION NO. _____

RESOLUTION ACCEPTING DONATIONS

WHEREAS, the City Council deems it advisable and in the best interest of the City to accept the following donation(s):

- \$1,000 from Liberty Savings Bank toward GREAT program
- \$1,000 from Bank Vista toward Teen PAL program

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SARTELL, that the above donations are hereby accepted by the City, and the following conditions, if any, are placed on the use of the gifts: None

ADOPTED BY THE SARTELL CITY COUNCIL THIS 9th DAY OF MAY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

SEAL

To whom it may concern:

I, Jaclyn Alm, declare my resignation from employment with the City of Sartell, Public Works division.

My final day as Utility Systems Operator is May 4, 2016.

Thank you to all who have made my experience a fond memory. I appreciate the respect and consideration shown to me daily throughout my time with the City. Best wishes to all.

Sincerely,

A handwritten signature in black ink that reads "Jaclyn Alm". The signature is written in a cursive, flowing style.

Jaclyn Alm

27 April, 2016

SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department Planning Department	Meeting Date: May 9, 2016	Agenda Item No. 6i
Agenda Section: Consent	Item: Acceptance of Commission Resignation and Solicitation Process	

RECOMMENDATION:

Accept the resignation of Glen Persen from the Planning Commission and start the solicitation process to fill the Planning Commission vacancy for a term that would end 12/31/19 (complete the remainder of the 2016 term plus a full 3-year term).

May 10th - Accept applications

May 27th - Close application period

Tentative Council Interview Dates: June 7, 8 or 9th

June 13th - Formal Council Approval

BACKGROUND:

NA

BUDGET/FISCAL IMPACT:

NA

ATTACHMENTS:

1. Resignation notice.

ACTION REQUESTED:

Consent agenda approval serves as approval of the resignation and timeline to solicit and interview candidates for the Planning Commission.

Anita Rasmussen

From: persen901@charter.net
Sent: Monday, May 02, 2016 8:47 AM
To: 'garlin68@charter.net'; Anita Rasmussen
Subject: resignation

Good morning,

Please accept my resignation from the Planning Commission.

It has been my privilege to have served and to have worked with staff, council, and two commissions.

I will not be at tonight's meeting.

Respectfully,

Glenn Persen

SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department: Police Department	Meeting Date: May 9, 2016	Agenda Item No. 6j
Agenda Section: Consent	Item: Police Officer	
<p>RECOMMENDATION: Appointment of budgeted police officer.</p> <p>PREVIOUS COUNCIL ACTION: Council authorized hiring process in December of 2015.</p> <p>BACKGROUND: The City's 2016 budget provided for the addition of two more officers and the Council authorized the hiring process in late 2015. You have appointed one new officer already and the Chief has a second finalist who will be recommended for appointment, subject to final background checks before Monday night. The Chief will deliver his final recommendation with named appointment for your Monday night meeting.</p> <p>BUDGET/FISCAL IMPACT: The City's 2016 budget incorporated these staff additions so there are no budget impacts.</p> <p>COUNCIL ACTIONS REQUESTED: Consent agenda approval serves as approval of the appointment. If item is removed from Consent, separate motion is requested approving police officer appointment.</p>		

SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department: Personnel Committee	Meeting Date: May 9, 2016	Agenda Item No. 6k
Agenda Section: Consent	Item: Public Works Appointments	
<p>RECOMMENDATION: Pending final Personnel Committee scoring, potential appointment of internal candidates for public works supervisory positions.</p> <p>PREVIOUS COUNCIL ACTION: Council authorized hiring process.</p> <p>BACKGROUND: The City Council authorized the process to fill two supervisory positions in the public works department – maintenance supervisor and utilities supervisor. The Personnel Committee is following the internal hiring process spelled out in our Union contracts and, pending interviews taking place this week and final scoring process, they may be recommending internal candidates to be promoted for one or both positions. We will bring a final recommendation to your May 9th meeting. If we do not recommend internal candidates, we will begin the external recruitment and selection process for future Council consideration.</p> <p>BUDGET/FISCAL IMPACT: The existing 2016 budget covers these two positions with no impacts.</p> <p>ATTACHMENTS: None</p> <p>COUNCIL ACTION REQUESTED: Final action will be clarified on Monday night for this consent agenda item.</p>		

SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department: Planning Department	Meeting Date: May 9, 2016	Agenda Item No. 61
Agenda Section: Consent	Item: Calling the annual Public Hearing for the NPDES Phase 2 Stormwater Permit	
<p>RECOMMENDATION: Call a public hearing to receive input on the City's Stormwater Permit</p> <p>BOARD/COMMISSION/COMMITTEE RECOMMENDATION: NA</p> <p>PREVIOUS COUNCIL ACTION: NA</p> <p>BACKGROUND: The National Pollution Discharge Elimination System (NPDES) Phase II program is a federally mandated program established by the Environmental Protection Agency (EPA) to implement and maintain stormwater management activities through a permitting mechanism in the City of Sartell. The permit requires the City to incorporate six minimum control measures into a storm water pollution prevention plan (SWPPP), which also needs to be updated on a yearly basis. Those six control measures include: Public Education and Outreach, Public Participation/Involvement, Illicit Discharge Detection and Elimination, Construction Site Runoff Control, Post-Construction Runoff Control, and Pollution Prevention/Good Housekeeping. These measures are expected to result in significant reductions of pollutants discharged into receiving water bodies.</p> <p>The City is required to hold a public hearing to gain input on the SWPPP as part of the public participation and involvement control measure.</p> <p>BUDGET/FISCAL IMPACT: NA</p> <p>ATTACHMENTS: 1. Resolution</p> <p>Council Action Requested: Consent agenda approval calls the public hearings. If item is removed from Consent, separate motion is requested calling the public hearing.</p>		

RESOLUTION NO.

**RESOLUTION SETTING PUBLIC HEARING ON
NPDES PHASE II PERMIT**

WHEREAS, as part of the requirement for the NPDES Phase II requirements, all MS4's are required to have an annual meeting and allow public input on the City's proposed SWPPP.

WHEREAS, the posting of the public hearing shall be a minimum of 30 days prior to the public hearing date and time.

WHEREAS, after a brief background report by staff, the council will open the public hearing to the public for input.

WHEREAS, additional input may be collected from the public through the mail, email or phone calls to the Sartell Planning Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SARTELL, MINNESOTA: The council will consider approving the NPDES Phase II Permit, after a public hearing has been held. Such hearing will be held on June 13, 2016, at 6:00 P.M., or as soon thereafter as the matter may be heard.

ADOPTED BY THE SARTELL CITY COUNCIL THIS 9th DAY OF MAY, 2016

Mayor

ATTEST:

Administrator

SEAL

CERTIFICATION

I, Patti Gartland, Administrator of the City of Sartell, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Council of the City of Sartell at a regular meeting held on the 9TH____day of____May_____, 2016.

Mary Degiovanni
Administrator
City of Sartell, Minnesota

SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department: Fire Department	Meeting Date: May 9, 2016	Agenda Item No. 6m
Agenda Section: Consent	Item: Appointment of Firefighters	
<p>RECOMMENDATION: Approval of conditional appointment of Cory Eggert and Trent Dirkes as firefighters effective upon completion of pre-employment testing.</p> <p>BACKGROUND: The Fire Department followed their hiring policies and interviewed candidates with a recommendation to the Council to conditionally appoint Cory Eggert and Trent Dirkes.</p> <p>BUDGET/FISCAL IMPACT: None</p> <p>ATTACHMENTS: None</p> <p>COUNCIL ACTION REQUESTED: Consent agenda approval serves as approval of the conditional appointment. If item is removed from Consent, separate motion is requested approving conditional appointment.</p>		

SARTELL CITY COUNCIL

AGENDA COVER MEMO

Originating Department Planning Department	Meeting Date: May 9, 2016	Agenda Item No. 7a
Agenda Section: Public Hearing	Item: Interim Ordinance – I2 Properties	

STAFF RECOMMENDATION:

Staff recommends approving the interim ordinance and the formation of a task force to review the terms outlined in the ordinance.

COMMISSION RECOMMENDATION:

The Planning Commission recommends **approving** (4/0) the Interim Ordinance and the formation of a task force.

MINNESOTA STATUTE 462.355:

Minnesota Statutes, section 462.355, subdivision 4, allows the City to adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. While not required, the City did provide the step of conducting a public hearing and sending notices to the affected property owners notifying them of their ability to provide comments.

BACKGROUND:

There’s increasing concerns that the City’s official controls relating to the comprehensive plan (2003 and draft 2016), and that the subdivision and zoning ordinance may not adequately address the specific permitted/accessory/interim and conditional uses allowed on I2 properties, along with the appropriate standards in relationship to setbacks, height, building materials, screening and other site regulations may be outdated

As a result, it is necessary to form a task force consisting of property owners, Sartell citizens, representatives from the City’s Commissions and Council, the development community and other governmental partners to convene a study which will create a vision for the I2 properties along the River, in particular, those properties which are vacant, to determine appropriate land uses (may include master planning), review ordinance standards to determine if there is a need to amend the City’s official controls or its comprehensive plan. Through statute, City’s can enact a moratorium (interim ordinance) which essentially halts any new development from occurring on the identified properties to ensure the planning process can proceed without risk.

The moratorium is applicable to any new uses occupying the I-2 properties, platting, construction, erection, placement, reconstruction, enlargement, or expansion of any new development, not previously approved by City of Sartell as identified on Exhibit A and described

as those properties within the City of Sartell at the date of adoption of this. During the period of the moratorium, applications for zoning permits, site plans, rezonings, land use amendments, preliminary plat, final plat and other permits and approvals related to development shall not be accepted by the City; neither Staff, the Planning Commission nor the City Council shall consider or grant approval of any application for such work shall be issued.

The moratorium shall not apply to (a) existing approved permits, site plans or uses occupying the properties (b) plats and developments which have received all necessary permits and approvals from the City before the effective date of this ordinance, (c) zoning and plat applications which have been submitted previously to the effective date of this ordinance (d) any application to rezone property to I-2 Heavy Industrial.

ATTACHMENTS:

1. Ordinance and Exhibit A

ACTION REQUESTED:

1. Approval of the Interim Ordinance and Ordinance for publication
2. Authorize the formation of a task force with membership to be approved at the June 13th Council Meeting.

CITY OF SARTELL
ORDINANCE NO. ___-16
INTERIM ORDINANCE ESTABLISHING A MORATORIUM
ON I-2 PROPERTIES IN SARTELL

Section 1. Background.

1.01. The City of Sartell (“City”) currently regulates comprehensive planning, zoning (subdivision) and building permitting actions with the municipal boundary.

1.02 The City adopted a Comprehensive Plan in August 2003, which identified two areas (100/105 East Sartell Street, Sartell MN 56377 and 250 Riverside Avenue North, Sartell, MN 56377) along the Mississippi River as existing heavy industrial users. Industrial land uses include manufacturing, warehousing, assembly, truck terminals, mining, quarries and other businesses that provide goods and services, but not directly to the public. These industrial uses will often have an administrative or sales office within the same building, which is counted as part of the industrial use, and not as a separate commercial office use. Land used for industrial purposes consume two percent of the city’s total land area and four percent of the developed area. These uses are located primarily along the Mississippi River in the central part of the city. The community recognizes the need to ensure an adequate amount of its growth area for industrial use.

1.03 The City of Sartell set out in early 2014 to amend the 2003 Comprehensive Plan. The 2016 Draft Comprehensive Plan lays out a philosophy Sartell is a progressive community, engaged in shaping its 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.

1.04 The 2016 Comprehensive Plan is a policy document intended to guide City decisions. Both timely and necessary, Sartell has established a record of success in the face of rapid growth. However, with the development slower than in early 2000, coupled with high development costs, Sartell faces the challenges of diversifying its economic base; maintain what is in place and further investing in improvements that provide the high quality of life that residents and businesses have come to expect. It was time to take a half step back, leave the doors of city hall and talk to people, and collectively define the next steps forward. As things change, so must the planning and implementation efforts of the City. A fluid and flexible approach will allow the City to take advantage of new ideas or circumstances that may emerge as things progress. Ideas unforeseen today may have profound relevance for the future. The ability to incorporate them will keep Sartell vital and maintain the progressive and charming style that defines Sartell.

1.05. The Draft 2016 Comprehensive Plan has proactively identified areas including the I-2 area included within the property identified as 100 East Sartell Street, Sartell within the community that are anticipated to face significant long-term pressures to change and will likely need some public attention to capture future redevelopment opportunities which included the former paper mill site. As indicated in the plan, redevelopment master

planning process will be required before the commencement of any development activities. This is to ensure community input on the site; environmental concerns are addressed and that the site is developed with the highest and most practical land uses.

1.06. The City is concerned that its official controls relating to the comprehensive plan, and that the subdivision and zoning ordinance may not adequately address the specific permitted/accessory/interim and conditional uses allowed on I2 properties, along with the appropriate standards in relationship to setbacks, height, building materials, screening and other site regulations may be outdated and not meet the minimum vision set forth by the draft 2016 comprehensive Plan.

1.07. Minnesota Statutes, section 462.355, subdivision 4, allows the City to adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. While not required, the City did provide the step of conducting a public hearing and sending notices to the affected property owners notifying them of their ability to provide comments.

1.08. That Minnesota local government units have broad authority to condition or deny special use permits to protect public health, safety, and welfare. When enacting the Municipal Planning Act (“MPA”) in 1965, the Legislature found that “municipalities are faced with mounting problems in providing means of guiding future development of land so as to ensure a safer, more pleasant and more economical environment for residential, commercial, industrial and public activities.” So long as there is a rational basis for a zoning or land use decision by a local unit of government, the courts have affirmed the broad discretion local governments have in developing land use and zoning regulations and will not disturb a decision unless it is unsupported.

Section 2a. Findings for the I-2 area included within the property identified as 100 East Sartell Street, Sartell (former paper mill site).

2.01. The City is a rapidly growing community and with the growth, a well thought out land use plan and permitted zoning standards and uses are needed to accommodate the vision and types of uses on I2 properties is a high concern and priority.

2.02. That the 2003 Sartell Comprehensive Land Use Plan identifies the I-2 area included within the property identified as 100 East Sartell Street, Sartell with a portion of heavy industrial uses (Future Land Use map). Demolition of the paper mill facility, per the approved Interim Use Permit (IUP) was completed to prepare the site for redevelopment which is consistent with its land use designation and may be consistent with the St. Cloud Urban Area Mississippi River Corridor Plan (2011) objective of providing opportunities in the river corridor to create connections to the river (page 23). The applicants provided documentation that the demolition of currently specified structures would facilitate this process and position the site for redevelopment.

2.03. That according to the approved IUP, the property owners of 100 East Sartell Street, Sartell agreed to assist in the funding for and fully participate in a redevelopment and

repurposing planning process for the existing site during Demolition (Approx August 2013 to March 2014). The property owner 100 East Sartell Street, Sartell had contracted with the Planning Firm of Loucks and Associates to assist in the facilitation of the redevelopment planning study. That study was initiated in the fall of 2013 but was suspended by the property owner during the winter of 2014.

2.04. The property owners at 100 East Sartell Street, Sartell also agreed on to additional redevelopment and repurposing process steps which could have included, but are not limited to continued discussions with the MPCA and the City's consultants regarding site and concrete conditions, environmental concerns, market studies, master plans and community/professional input into the highest and best use of the property for redevelopment and repurposing. Furthermore, the recommendations of the redevelopment and repurposing plan were to propose ways to incorporate the existing concrete footings and foundations into a master plan, otherwise the concrete footings and foundations were to be removed. The property owner has failed to follow through with this agreement.

2.05. That according to the IUP, future uses of the Site will likely include redevelopment and construction activities. Both immediate and future uses have a high probability of interacting with soils and groundwater, which results in the soils and groundwater being disturbed. The future redevelopment will also likely involve environmental liability protections for property developers, lenders, end users and regulatory closure of environmental issues at the Site from the MPCA. Securing liability protections (No Association Determination and Off-Site Source Determination) and obtaining regulatory closure (No Further Action Determination, Certificate of Completion, and/or Petroleum Site Closure) will require an updated Phase I ESA site characterization, development of a Response Action Plan to remediate environmental impacts and implementation of the RAP. Environmental liability protections and regulatory closures are obtained through the MPCA's VIC and the Petroleum Brownfields (PB) Program. The advantage of MPCA review and approval of an investigation work plan is that it provides liability protection for disturbing contaminated soils during the investigation and provides the opportunity for the MPCA to provide comment on the adequacy of the plan.

2.06. That the property owners were able to obtain a No-Action Letter (September 11, 2015) based on the fact that the use (and re-uses) proposed to include only vacant land, and no development scenarios. As so long as no action occurs on the site, no further action is needed. That arsenic was detected which slightly exceeded the MPCA's industrial soil reference value; Semi-volatile organic compounds were detected with a Benzo Pyrene equivalent concentration less the MPCA residential SRV. Cadmium and Lead were detected in water table groundwater sample exceeding the Minnesota's Department of Health's health risk limits. There was a lack of information provided to the MPCA regarding soil vapor.

2.06. That on two occasions (April 19, 2016, December 2, 2016) City Staff has unsuccessfully obtained requested documents related to the IUP and approved demolition permit including:

1. Copy of Phase 2 Investigation Work Plan
2. Copy of Phase 2 Report
3. Any MPCA approval letters
4. The redevelopment plans submitted as part of the MPCA review
5. Soil Vapor Data
6. Verification that areas below the slabs and subfloors were backfilled as stated on 11/12/2015) including, but not limited to the coal chute, all tunnels, roller grinder pit, lift station. Need descriptions of what areas were backfilled and with what types of materials.
7. Verification that the petroleum storage area(s) were properly filled and materials disposed of per State, Federal, and Local guidelines.
8. Verification that the elevator shafts (4-5) were properly sealed. Describe how the cylinders were capped off (5 stories deep). Provide all certifications and documents related to the Minnesota Department of Health's Wellhead Protection Plan.
9. Verification that the antifreeze areas were properly handled, per State, Federal, and Local guidelines.
10. Slabs core drilled and sampled
11. Verification that the asbestos-related work was completed properly per State, Federal and Local guidelines
12. Verification and/or documentation that the utilities were abandoned (water lines, storm, and sewer)
13. Asbuilts or drawings of any footings/foundations/slabs that remain.

Section 2b. Findings for the Hydroelectric Facility and DeZurik Property.

2.01. The City is a rapidly growing community and with the growth, a well thought out land use plan and permitted zoning standards and uses are needed to accommodate the vision and types of uses on I2 properties is of high concern and priority.

2.02. That the 2003 Sartell Comprehensive Land Use Plan identifies the hydro facility property and the DeZurik Property as heavy industrial(Future Land Use map).

Section 3. Planning and Zoning Study; Moratorium

3.01. The City Council finds that it is necessary to form a task force consisting of property owners, Sartell citizens, representatives from the City's Commissions and Council, the development community and other governmental partners to convene a study which will create a vision for the I2 properties along the River, in particular those properties which are vacant, to determine appropriate land uses (may include master planning), review ordinance standards to determine if there is a need to amend the City's official controls or its comprehensive plan.

2.04. The City Council finds that there is a need to adopt an interim moratorium ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens regarding such matters.

3.02. Pending completion of the task force study and the adoption of any amendments to the City's official controls, there is hereby established a moratorium on any new uses

occupying the vacant I-2 properties, platting, construction, erection, placement, reconstruction, enlargement, or expansion of any new development, not previously approved by City of Sartell as identified on Exhibit A and described as those properties within the City of Sartell at the date of adoption of this. Those properties identified within Exhibit A.

3.03. During the period of the moratorium, applications for zoning permits, site plans, rezonings, land use amendments, preliminary plat, final plat and other permits and approvals related to development shall not be accepted by the City; neither Staff, the Planning Commission nor the City Council shall consider or grant approval of any application for such work shall be issued.

3.05. The moratorium shall not apply to (a) existing approved permits, site plans or uses occupying the properties (b) plats and developments which have received all necessary permits and approvals from the City before the effective date of this ordinance, (c) completed and accepted subdivision, zoning and plat applications which have been submitted previously to the effective date of this ordinance (d) any completed or accepted application to rezone property to I-2 Heavy Industrial.

Section 4. Enforcement.

The City may enforce this ordinance by mandamus, injunction or other appropriate civil remedy in any court of competent jurisdiction.

Section 5. Duration.

This ordinance shall remain in effect for 12 months from the date of its effective date or until such earlier time as said ordinance shall be revoked or otherwise amended.

Section 6. Effective Date.

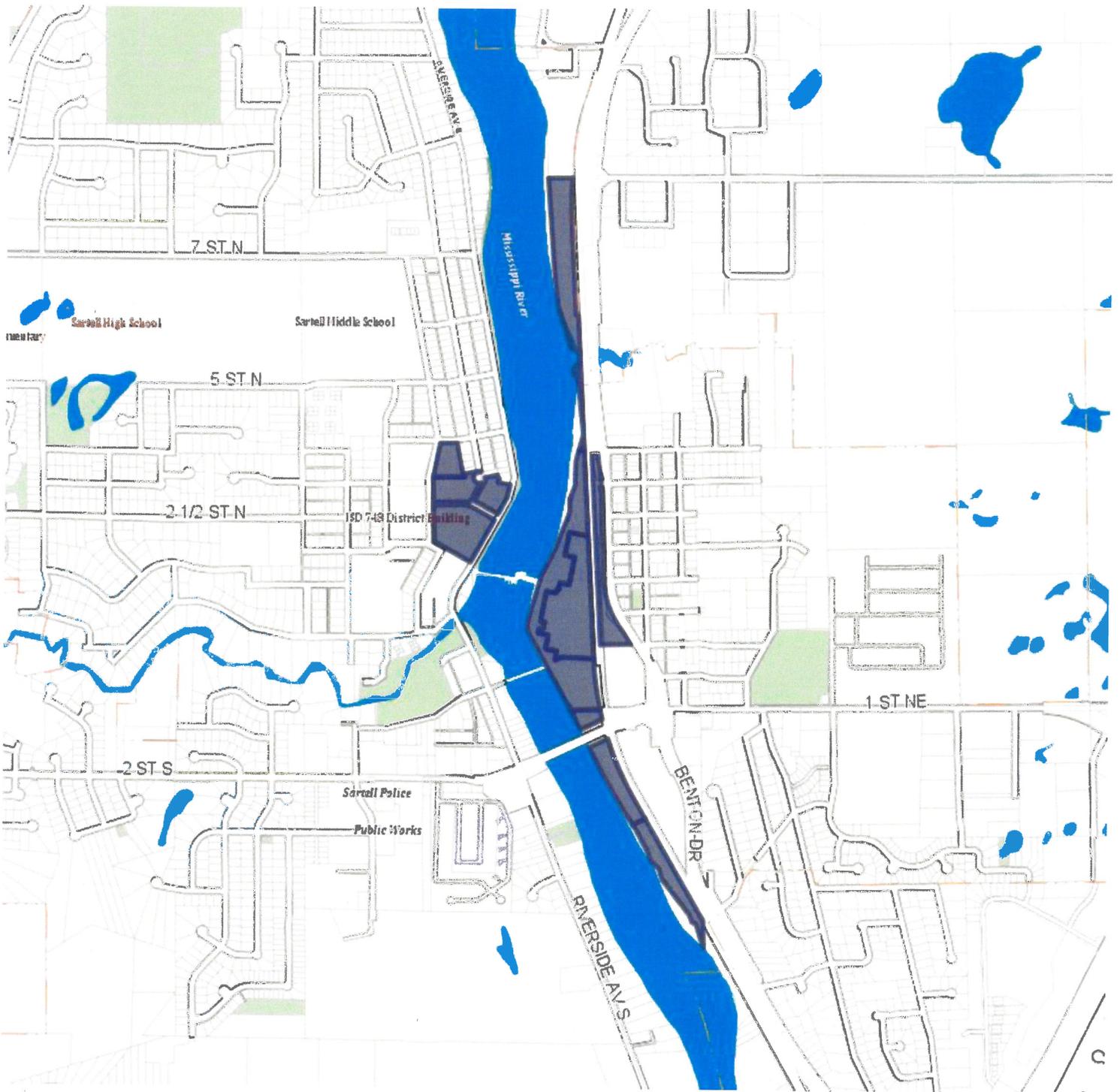
This ordinance shall take effect the day after the date of its publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SARTELL, this 9th day of May 2016.

ATTEST: MAYOR

CITY ADMINISTRATOR

I-2 Heavy Industrial Properties – Sartell, MN



Ordinance No. _____

**INTERIM ORDINANCE ESTABLISHING A MORATORIUM
ON I-2 ZONED PROPERTIES IN SARTELL**

The following official summary of the ordinance referred to has been approved by the City Council as clearly informing the public of the intent and effect of the amendments.

Pending completion of the task force study and the adoption of any amendments to the City's official controls, there is hereby established a moratorium on any new uses occupying the vacant I-2 properties, platting, construction, erection, placement, reconstruction, enlargement, or expansion of any new development, not previously approved by City of Sartell as identified on Exhibit A and described as those properties within the City of Sartell at the date of adoption of this.

During the period of the moratorium, applications for zoning permits, site plans, rezonings, land use amendments, preliminary plat, final plat and other permits and approvals related to development shall not be accepted by the City; neither Staff, the Planning Commission nor the City Council shall consider or grant approval of any application for such work shall be issued.

The moratorium shall not apply to (a) existing approved permits, site plans or uses occupying the properties (b) plats and developments which have received all necessary permits and approvals from the City before the effective date of this ordinance, (c) zoning and plat applications which have been submitted previously to the effective date of this ordinance (d) any application to rezone property to I-2 Heavy Industrial.

This ordinance shall remain in effect for 12 months from the date of its effective date or until such earlier time as said ordinance shall be revoked or otherwise amended.

A printed copy of the entire ordinance is available for inspection by any person at the office of the City Clerk any Monday through Friday between the hours of 7:00 a.m. and 4:30 p.m.

This document hereby is made a part of this ordinance and is attached hereto.

Mayor

ATTEST:

City Administrator

SEAL

PUBLISHED IN THE SARTELL NEWSLEADER ON _____

SARTELL CITY COUNCIL

AGENDA COVER MEMO

Originating Department Planning Department	Meeting Date: May 9, 2016	Agenda Item No. 7b
Agenda Section: Public Hearing	Item: Interim Use Permit	

RECOMMENDATION:

Staff recommends approving the Interim Use Permit application.

COMMISSION RECOMMENDATION:

The Planning Commission (4/0) recommends approving the Interim Use Permit application.

PREVIOUS COUNCIL ACTION:

The City Council approved a request for an Interim Use Permit in 2011.

BACKGROUND:

TNT and Wal-Mart have applied for a renewal of their 2011 Interim Use Permit, which is set to expire on April 25th, 2016. An IUP is required for outdoor seasonal sales. TNT fireworks will be selling fireworks in a 30'x40' tent within the Northwest portion of the parking lot. Sales will take place from June 23rd – July 5th from 8 am until 10 pm daily. It is staff opinion that the size of the tent will not impact parking, and sufficient parking will still be available to patrons.

ATTACHMENTS:

1. IUP Findings of Fact
2. IUP Resolution
3. Site Map(s)

ACTION REQUESTED:

1. Move to approve Resolution relating to the request for an Interim Use Permit.
2. Move to approve adopting the Findings of Fact relating to a request for an Interim Use Permit

Autobway 4

St Cloud - Walmart

GO

May 17, 2011

Eye alt

Georgia, NOAA, U.S. Navy, NGA, GEBCO

© 2012 Google

N 32°19'19.13"W



Interim Use Permit - Wal-Mart/TNT Fireworks April 21, 2016



0 390 780 Feet



City of Sartell

Map Powered by DataLink from WSB & Associates

Councilmember
for its adoption:

introduced the following resolution and moved

RESOLUTION # _____

A RESOLUTION ADOPTING FINDINGS OF FACT # _____ RELATING TO AN INTERIM USE PERMIT FOR THE PURPOSES OF HAVING A SEASONAL SALES AREA

WHEREAS, TNT Fireworks, along with Walmart Stores has applied for an interim use permit to allow for an outdoor seasonal sales area at 21 County Road 120.

WHEREAS, the Planning Commission met on May 2nd, 2016 and recommended approval of the request for an interim use permit to the City Council.

WHEREAS, the City Council conducted the public hearing on May 9th, 2016 for the request for an interim use permit.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SARTELL, STEARNS COUNTY, STATE OF MINNESOTA, as follows:

1. That TNT Fireworks and Walmart Stores, hereinafter referred to as "Applicant," properly applied for an interim use permit to allow for seasonal sales on the subject property.
2. That the applicant appeared before the Sartell City Council for a public hearing pursuant to City Code and that said public hearing was properly advertised, and the minutes are hereby incorporated as part of these findings by reference.
3. That the property is zoned R-5, Planned Unit Development and the land use plan guides the property for commercial.
4. That the proposed location of the tent is on the north easterly side of the open parking lot.
5. That approximately 20 parking stalls will be considered non-functional due to the seasonal sales area. The site (Walmart) contains 808 parking spaces so the temporarily elimination of 20 parking stalls will not negatively impact the commercial site.
6. That the 5-year permit proposal includes fireworks tent sale.
7. That the proposed hours will be from 8 am to 10 pm during the months of June and July.

8. That the sales be in operation for a maximum of 20 days between the dates of June 15th and July 15th.
9. That the Interim use will not be injurious to the use and enjoyment of other property owners in the immediate vicinity for the purposes already permitted nor substantially diminish and impair property values within the immediate vicinity and is compatible with the existing neighborhood;
10. That the establishment of the Interim use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area;
11. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided;
12. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use;
13. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration so that none of these will constitute a nuisance and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result;
14. That soil conditions are adequate to accommodate the proposed use;
15. That proper facilities are provided which would eliminate any traffic congestion or traffic hazard, which may result from the proposed use;
16. That a demonstrated need exists for the proposed use; and
17. That the proposed use is in compliance with the Land Use Plan adopted by the City.

The motion for the adoption of the foregoing resolution was duly seconded by Council member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Sartell City Council this the 9th day of May 2016.

CITY OF SARTELL:

By: _____
Mayor

By: _____
City Administrator

SEAL

CERTIFICATION

I, Mary Degiovanni, City Administrator of the City of Sartell, do hereby certify that the foregoing is a true and correct copy of a resolution by the Council of the City of Sartell at a regular meeting held on the _____ day of _____, 2016.

Mary Degiovanni
City Administrator
City of Sartell, Minnesota

Council member
its adoption:

introduced the following resolution and moved for

RESOLUTION #_____

A RESOLUTION APPROVING THE ISSUANCE OF AN INTERIM USE PERMIT FOR THE PURPOSES OF HAVING A SEASONAL SALES AREA

WHEREAS, TNT Fireworks and Walmart Stores has applied for an interim use permit to allow for an outdoor seasonal sales area at 21 County Road 120.

WHEREAS, the Planning Commission met on May 2nd, 2016. and recommended approval of the request for an interim use permit to the City Council.

WHEREAS, the City Council conducted the public hearing on May 9th, 2016 for the request for an interim use permit.

NOW THEREFORE, BE IT RESOLVED BY THIS CITY COUNCIL OF THE CITY OF SARTELL, STEARNS COUNTY, STATE OF MINNESOTA, as follows:

1. The Interim Use Permit upon written notice being provided by the City to the Permittee but without further action by the Planning Commission or City Council, shall expire on May 9th, 2021 unless the permit holder fails to initiate such interim use permit thereto within six months from the date of its authorization, and/or fulfill each and every condition attached. Such extension shall be requested in writing and filed with the City at least thirty (30) days before the expiration of the original interim use permit. The request for extension shall state facts showing a good faith attempt to complete or utilize the use permitted in the interim use permit. Such petition shall be presented to the Planning Commission for a recommendation to the Council and acted upon by the Council.
2. The 5-year permit proposal includes an annual fireworks tent sale.
3. The proposed hours will be from 8 am to 10 pm.
4. Any signage proposed would be required to obtain an annual review and permit (if applicable).
5. The proposed seasonal sales area will be in operation for a maximum of 20 days between June 15 and July 15.
6. That the fireworks display adheres to the Fireworks Regulation Ordinance (Chapter 10, Section 4-10-2 and 4-10-3).

7. Revocation: The City Council shall revoke an Interim use permit when it determines that the terms and conditions of the permit as issued are no longer being complied with. A certified copy of an order of the City revoking an Interim use permit shall be filed with the County Recorder for recording.
8. The City Administrator and/or his/her designee shall have the right to inspect the premises for compliance and safety purposes annually or at any time upon reasonable request.

The motion for the adoption of the foregoing resolution was duly seconded by Council member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Sartell City Council this the 9th day, of May, 2016..

CITY OF SARTELL:

By: _____
Mayor

By: _____
City Administrator

SARTELL CITY COUNCIL

AGENDA COVER MEMO

Originating Department Planning, Engineering Departments	Meeting Date: May 9, 2016	Agenda Item No. 9a
Agenda Section: New Business	Item: Providence of Sartell Second Addition - Final Plat	

RECOMMENDATION:

Staff recommends **approving** the final plat request subject to the conditions.

COMMISSION RECOMMENDATION:

The Planning Commission recommends **approving** (3/1) the final plat request subject to the conditions.

MINNESOTA STATUTE 462.358:

Minnesota Statutes 462.358 Subd. 3b (Review Procedures) states that if the final plat is consistent with the approved preliminary plat, and follows all applicable rules, ordinances and laws, the final plat shall be approved.

When reviewing submitted plans, staff, Commission, and Council are exercising so-called “quasi-judicial” authority. The limited task is to review the submitted plans based on current and relevant city ordinances. A City has less discretion when acting quasi-judicially, and a reviewing court (if a lawsuit is initiated by an applicant) will examine whether the City applied rules already in place against the submitted plan.

The final plat is consistent with the preliminary plat.

BACKGROUND:

Applicant Information: Sartell Development LLC (applicant)
 Existing Zoning: R-5
 15 Single Family Lots
 Setbacks: 25 front, 30 rear and 25 corner street setbacks; 10 interior side setbacks and 40’ height restriction).

Wetland Setbacks – wetlands less than 5 acres (30 feet from delineation line). Wetlands greater than 5 acres (40 feet from the delineation line).

Final Plat Conditions of Approval:

- Sidewalks are proposed on one side of all streets.

- The park dedication formula is unit based. (1150 sf or \$978 per single-family unit). Because of the proximity of an improved public park, a payment in lieu of park land dedication would be appropriate.
- All lots will have custom graded rear lots with the exception of lots 7,8 and 9, block 1.
- Based on the grading plan, the lots will be “built up” which results creates driveway slopes around 7.6% to 8.9%. Home types and grades MUST be constructed as depicted in the preliminary grading plan. A change in one housing type proposed during the building permit process will require a new grading plan for the entire development.
- Double frontage screening will be required on lot 1 and lot 15, block 1 along 19th Avenue.
- Developer will be responsible for all trunk and park charges, security fees, along with all costs associated with the installation of utilities, street and wetland signs, roadways, paths, sidewalks, lights, mailboxes (per the new USPS standards).
- The properties with wetlands will need to erect signs at the edge of the wetland buffer area to ensure there will not be any encroachment.
- Prior to the issuance of a certificate of occupancy, each lot will be required to plant one tree in the front yard based on the City Standards.
- This development is subject to trunk storm, water and sewer fees and park as dictated in the Development Agreement. The outlots will be subject to future trunk fees and dedication requirements.
- All staff comments be resolved (engineering, planning, fire, building, public works).

BUDGET/FISCAL IMPACT:

All improvements are the sole responsibility of the Applicant

ATTACHMENTS:

1. Final Plat/Resolutions

ACTION REQUESTED:

1. Resolution approving the final plat and development agreement for Providence of Sartell Second Addition with conditions.



Memorandum

To: *Anita Rasmussen*
Community Development Director/Assistant City Administrator
City of Sartell
125 Pinecone Road North
Sartell, MN 56377

From: *Chris Sonmor, P.E.*

Date: *April 22nd, 2016*

Re: *Providence – Phase 2*
02174-92

WSB & Associates has completed a review of the preliminary plans and plat for the Providence – Phase 2 development in Sartell, Minnesota. The following is a list of items that will need to be addressed prior to the preliminary plans and plat being approved by the City of Sartell:

1. Show location of driveways on the plan. Show thickened sidewalk at driveway locations.
2. Relocate the gate valve on 11th Court N at station 5+90 to the east side of the hydrant lead in the cul-de-sac.
3. Relocate the gate valve in the cul-de-sac of 13th Avenue N to the west side of the hydrant lead.
4. Provide two light poles. One near the cul-de-sac (approximately station 6+00) and another near station 3+00.
5. No HWL for the proposed pond is provided. A HWL needs to be calculated and shown on the drawings.
6. Identify an emergency overflow (EO) on the stormwater basin. List the elevation of the EO. Protect the slope at the EO with TRM or erosion control blanket.
7. Provide erosion control blanket or turf reinforcement mat (TRM) in the swale to the pond that is east of the cul-de-sac.
8. Provide inlet protection on any storm sewer inlets that could receive runoff from the project.
9. Call out riprap at all storm sewer outlets.
10. Provide a note in the drawings that will require any sediment that accumulates in the basin over the course of construction be cleaned out prior to final acceptance of the project.
11. The sanitary sewer linework appears to be turned off in the drawings. Please re-submit with the linework shown on the drawings.
12. Label the contours in the street on 11th Court N.
13. Provide pond sizing calculations.
14. Detail GD06 on sheet 6 of the plan set is missing an outlet elevation.
15. Detail GD25 appears for be for a typical walk-out constructed home when all of the homes being proposed are for look-outs. Please replace the detail with one for look-out homes.

Please feel free to call me at (320) 534-5964 with any questions.

Council member
for its adoption:

introduced the following resolution and moved

RESOLUTION NO

RESOLUTION APPROVING FINAL PLAT

WHEREAS, a public hearing was held on the preliminary plat of Providence on July 6, 2015 and July 13, 2015 at which time all persons wishing to be heard regarding the matter were given an opportunity to be heard; and

WHEREAS, the council adopted a resolution approving the final plat with the following conditions:

1. Sidewalks are proposed on one side of all streets.
2. The park dedication formula is unit based. (1150 sf or \$978 per single-family unit). Because of the proximity of an improved public park, a payment in lieu of park land dedication would be appropriate.
3. All lots will have custom graded rear lots with the exception of lots 7,8 and 9, block 1.
4. Based on the grading plan, the lots will be “built up” which results creates driveway slopes around 7.6% to 8.9%. Home types and grades **MUST** be constructed as depicted in the preliminary grading plan. A change in one housing type proposed during the building permit process will require a new grading plan for the entire development.
5. Double frontage screening will be required on lot 1 and lot 15, block 1 along 19th Avenue.
6. Developer will be responsible for all trunk and park charges, security fees, along with all costs associated with the installation of utilities, street and wetland signs, roadways, paths, sidewalks, lights, mailboxes (per the new USPS standards).
7. The properties with wetlands will need to erect signs at the edge of the wetland buffer area to ensure there will not be any encroachment.
8. Prior to the issuance of a certificate of occupancy, each lot will be required to plant one tree in the front yard based on the City Standards.
9. This development is subject to trunk storm, water and sewer fees and park as dictated in the Development Agreement. The outlots will be subject to future trunk fees and dedication requirements.
10. All staff comments be resolved (engineering, planning, fire, building, public works).

WHEREAS, a final plat for Providence of Sartell Second Addition has been submitted which indicates that no significant changes within that portion of the preliminary plat, is included in the final plat.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SARTELL, MINNESOTA: That the final plat for Providence of Sartell Second Addition is approved.

ADOPTED BY THE SARTELL CITY COUNCIL THIS 9th DAY OF MAY, 2016.

Mayor

ATTEST:

Administrator

SEAL

CERTIFICATION

I, Mary Degiovanni, Administrator of the City of Sartell, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Council of the City of Sartell at a regular meeting held on the __9th__ day of May, 2015.

Mary Degiovanni
Administrator
City of Sartell, Minnesota

PLAT

Recording. The Developer will record the Plat and this Development Agreement with the County at Developer's expense prior to award of the construction contract for the Improvements or within one hundred and eighty (180) days of Final Plat approval, whichever is earlier, and will forward confirmation of the recording of the documents to the City. In the event that technical or clerical revisions are needed in this document or if for any reason the County Recorder deems the Development Agreement unrecordable, the Developer will cooperate with the City in the execution or amendment of any revised Development Agreement. If, for any reason, the Plat is not recorded by the County, Developer agrees to hold the City harmless for any costs incurred. It is expressly understood that Developer will have no claim for breach of this Agreement in the event the Plat is not recordable or revisions are required in the Plat.

Monuments. The Developer will install Plat monuments within one year after recording the Plat. No building permit will be issued for a lot in the Plat until the lot monuments have been installed and certified by a registered land surveyor. Monuments will need to be relocated and/or replaced if they become buried or removed during the excavation/development of the property.

Permits. Upon execution of this Agreement, the Developer and other necessary parties shall promptly apply for all permits, approvals, licenses or other documents from any and all necessary governmental agencies (including but not limited to the City, Benton/Stearns County, the Pollution Control Agency, the Department of Health and the Department of Natural Resources) so as to enable the Improvements shown in the Plans as herein contemplated. The Developer shall use its best efforts to obtain the same as soon as reasonably possible.

IMPROVEMENTS

Improvements. The Developer proposes to install to City standards the following improvements within portions of the Plat: sanitary sewer and water mains, hydrants and lift stations as required, storm drainage, streets with concrete curb and gutter, street lights, mail boxes per the USPS guidelines, pedestrian walkways/trails, traffic control signs, landscaping requirements and appurtenances thereto (the "Improvements") and has requested the City prepare final plans and specifications for such Improvements (the "Plans"). The Developer will cause to be constructed at its cost the Improvements according to City standards and in accordance with the Plans to be designed by the City Engineer. The parties agree that the Developer will not start construction of any structure in the Plat until the City has approved and accepted the construction of the Improvements, except street wear course, unless the City agrees otherwise in writing. The City will allow grading and the permitting of foundation work prior to the first course. However, no structural (framing) can occur until such time as the first course is down and the hydrants are charged. The Developer will provide City with As Built drawings promptly upon completion of construction of the Improvements.

City To Approve Contractor. The City will have the right to approve the contractor and subcontractors who will complete the construction and installation of the Improvements called

for in this Agreement. Notwithstanding the City's approval of a contractor or subcontractor, Developer will accept responsibility as the General Contractor for the construction and installation of the Improvements. The City's approval of the Contractor and/or subcontractors shall not be unreasonably withheld.

Security. It is agreed that the City has the right, privilege and authority as a condition precedent to the approval of the Plans and approval of the Plat to prescribe design requirements for Improvements within the Plat. Developer will provide and maintain an unconditional, irrevocable Letter of Credit in a form acceptable to the City in the amount of **<\$ _____ >**, which may be adjusted to 100% of bid construction costs when known and agreed to by the City Engineer to guarantee timely and satisfactory construction of the Improvements and Developer's performance of all terms of this Agreement. The principal amount of the letter of credit shall automatically be deemed to be reduced by the amount of each draw request submitted by the Developer to the lender financing the improvements provided for in the Development Agreement for disbursement, the reduction to become effective at the time that the draw request submitted is honored and the funds have been irrevocably disbursed to the vendors or suppliers listed on the draw request or to a disbursing agent responsible for making such payments, *provided, however, in no event shall the amount of the letter of credit be reduced below the estimated cost of the final wear coat.* Upon completion, inspection, and acceptance by the City of the Improvements, the Letter of Credit will be released, except for estimated cost of the final wear course The Letter of Credit will be provided to the City upon execution of this Development Agreement. **The Letter of Credit must include this provision:**

In the event that the terms of the Development Agreement are not fulfilled, or in the event any special assessments remain owing against the Subject Property, this Letter of Credit shall be the word automatically needs to remain.extended at its expiration date on an annual basis unless at least sixty (60) days prior to expiration date we have notified the City of Sartell by certified mail that we elect not to extend this Letter of Credit. Upon receipt of said notice, the City of Sartell shall be entitled to draw at sight, by presentment of a draft or drafts prior to the date of expiration hereof, up to the full aggregate amount as set forth herein, less any reduction.

The City may draw on the Letter of Credit, without notice and at the Bank's branch office in or nearest to St. Cloud, Minnesota, at any time any term of this Development Agreement remains unfulfilled by Developer or if such letter of credit is not renewed as required sixty (60) days prior to end of the term. The City will have the right to enter upon the Subject Property to inspect work or complete all or a portion of the project as necessary. In the event the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

The Developer will fully and faithfully comply with all the terms of any and all contracts entered into by the Developer for the installation and construction of all Improvements and hereby warrants and guarantees the workmanship and materials for a period of two years following the City's inspection of the first biuminous course. The Developer will provide a financial guarantee in the amount of 10% of the above Letter of Credit until the successful completion of such warranty period. Acceptance by the City of the Improvements is conditioned on the delivery to the City of an unconditional, irrevocable letter of credit in favor of the City

securing such warranties and guarantees. If any claims are made in writing within the warranty period, the warranty period financial guarantee will not be released until such claims are resolved.

Completion Timeline. The work the Developer is to perform under this Agreement must be done and performed by Developer in a good and workmanlike manner and completed on or before the following dates: site mass (including building pads) grading (prior to the release of a building permit) and no later than October 2016; utilities, street lights, signage, trails and sidewalks, and street bituminous base November 2016, second street bituminous wear July 2017. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the developer to reflect the cost increases and the extended completion date.

Private Utilities. All private utilities (e.g. electric, telephone, cable and gas) must be installed within a common area at the Developer's expense. Developer is responsible for contacting utility companies for service to the Development Property. Developer is also responsible for any cost incurred, which the private utilities do not pay for, in the installation of such utilities.

Street Signs. The City will install street identification signs according to City standards and the Developer is responsible for all costs incurred for such sign installation and will be billed according to the City's fee schedule in effect at the time of such sign installation.

Street Lights. It is the responsibility of the Developer to include a street lighting plan prepared by the City's street lighting utility company in the Plans submitted for City approval and, upon approval, to have the street lights installed (by the contractor or utility company approved by the City in the City's sole discretion) at the Developer's expense. The Developer is required to utilize the City approved street light standards unless the Developer receives prior City approval to vary the light standards.

Hard Surfaced Driveways. Hard surfaced driveways and concrete aprons are a requirement for each residential lot in the Plat and must be installed during the construction of the improvements.

City Approval. The City reserves the right to delay the bituminous wear paving if conditions warrant the delay. All work will be subject to the inspection and approval of the City and/or a duly authorized engineer of the City. Any unacceptable work will be corrected at the sole cost and expense of the Developer, to the satisfaction and approval of the City.

Right to Proceed. Within the Plat, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: (a) this Agreement has been fully executed by both parties and filed with the County, and (b) the City has issued a letter that all conditions required to commence the Improvements have been satisfied and that the Developer may proceed.

ADDITIONAL CONDITIONS OF APPROVAL

The Developer shall also comply with the following conditions:

- A. **RESIDENTIAL:** That all residential lots in the Plat will have a maximum of one hard surfaced driveway and concrete apron. That the Developer will be required to obtain a NPDES Phase II (Construction Site) permit from the MPCA.
- B. That all comments by the City engineering, police, and/or fire departments attached hereto as **Exhibit B** must be resolved to the satisfaction of the City to be evidenced by written notice to proceed issued by the City.
- C. That the all homes shall be constructed as proposed on the approved grading plan. Any deviation from the grading plan will result in the need to submit a new grading plan for review. There will be no exceptions.
- D. That sidewalks and trails, and lights be installed at the time of roadway and utility installation.

ENGINEERING

Plans and Specifications. All plans and specifications for the Improvements must be prepared, and all work related thereto inspected, by the City Engineer, with all costs related thereto paid by the Developer as outlined below.

Security. A **Letter of Credit or cash escrow in the amount of <\$ _____ >** shall be required to secure developer's obligations under this Agreement will be used to secure reimbursement of all costs incurred by the City including, but not limited to, engineering fees, inspections, legal fees, cost of acquisition of any necessary easements if any, and any other costs incurred by the City relating to the Improvements (including the preparation of this Agreement). Such Letter of Credit or cash escrow will be drawn upon if such charges are not paid within 30 days of invoice to Developer. City expenses exceeding this amount will be invoiced to the Developer, who will pay said costs within 30 days of invoice. If the bills are not paid on time, the City may halt all development work until the bills are paid in full.

DEDICATION

Developer will dedicate to the City, after their completion, all water and sewer mains, lift stations, water hydrants, storm sewer mains, storm sewer, stormwater ponds, pedestrian trails, roadways, street lights, sidewalks, and other structures located in the right-of-ways in the Plat shown in the Plans. Developer will provide to the City any and all necessary easements and/or dedications or deeding to ensure that the City has the ability to maintain, repair, replace or modify the roadways, trails, sewer and water mains, storm sewers, holding and sedimentation ponds and other public improvements located in the Plat.

PONDS AND STORMWATER PIPES

Cleaning of Ponds. At such time as the City determines that construction on the Subject Property has been sufficiently completed so as not to cause significant erosion which will contaminate the holding ponds servicing the Subject Property, the Developer will clean/dredge all holding ponds and storm water pipes on the Subject Property. In the event the ponds require cleaning/dredging prior to the completion of all such construction, the City may request that the Developer complete more than one cleaning of the holding ponds. Developer is responsible for all permits relating to cleaning and dredging of ponds and pipes, including permits required by the Department of Natural Resources and the Army Corps of Engineers.

Buffer Area Adjacent to Ponds. All ponds servicing the Subject Property, whether such ponds are located on City owned property, easements running in favor of the City, or on private property, must maintain a minimum of an 8' natural buffer from the high water mark. Notwithstanding the above, one access to each pond may be required by the City in a location determined by the City in its sole discretion.

EROSION AND LANDSCAPING

Erosion Control. The Developer will be responsible for the implementation and maintenance of development-wide erosion control measures. The Developer is hereby required to make application for a MPCA General Storm Water Permit for Construction Activity, Form #MNR 100001. This permit and its associated requirements shall remain in effect until **all** building sites within this Subdivision have been developed. The Developer will also comply with any erosion control method ordered by the City for the prevention of damage to adjacent property and the control of surface water runoff. As the development progresses, the City may impose additional erosion control requirements if, in the opinion of the City Engineer, such requirements are necessary to retain soil and prevent siltation of streams, ponds, lakes, or other adjacent properties, or of City utility systems. The Developer will comply with the erosion control plans and with any such additional instruction it receives from the City. The Developer shall properly clear any soil, earth or debris on City owned property, or public right of way resulting from construction work by the Developer or Builder, its agents or assigns. Failure to clean the site within 7 days will result in the City hiring out or performing the clean up and billing the Developer and its assigns the cost plus 15%. The Developer will cause to be performed to the City Engineer's satisfaction all finish grading, and will establish turf in all swales and ditches and will maintain said grading, swales, and ditches until the Improvements are completed and accepted by the City. All rear yard drainage swales will be final graded and restored with erosion control fabric. All areas disturbed by excavation and backfilling operations will be reseeded immediately after the completion of the work in that area. Seed will be rye grass or other fast growing seed to provide a temporary ground cover as rapidly as possible. All seeded areas will be mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. All swales and other drainage measures required by the Plans, grading plan, engineering reports and/or soil erosion control plan, as contained herein or as required by the City, shall not be disrupted, changed, or not maintained such that the swale or other drainage measures no longer function according to the original design. The City shall have the right at any time to enter upon the Subject Property so as to

ensure surface water drainage as originally designed. The Developer agrees to reimburse the City for any costs incurred by the City as a result of such corrective action.

Hold Harmless Agreement. The Developer acknowledges that its failure to control erosion may cause flooding and/or damage to adjoining property owners. In such event, the Developer agrees to hold the City harmless and indemnify the City from claims of all third parties of the Developer for flooding and/or damages arising out of such failure. Further, in the event the City undertakes any corrective actions to prevent or minimize any such flooding and/or damage, the Developer agrees to hold the City harmless and indemnify the City from claims of all third parties for damages arising out of said corrective action by the City, and agrees to reimburse the City for all out of pocket expenses incurred by the City arising out of the corrective action including, but not limited to any costs necessary to re-landscape disrupted soils located with the Plat.

Lot Maintenance. The Developer will maintain all lots and outlots in the Plat free of litter and debris. The Developer will mow all grass and weeds in excess of 10 inches in height on vacant lots and boulevards. Cut trees, tree stumps, or construction debris will be removed from the Plat. Burying or burning of trees or construction debris is not permitted on site.

CITY FEES

Area Charges. Trunk charges are to be paid prior to the recording of the final plat.

Water Trunk - \$20,087.94

Sanitary Sewer Trunk - \$20,087.94

Storm Trunk – \$34,368.84

Total Trunk Fees for Phase 1 - \$75,544.72

Park Fees. The developer shall deposit **\$14,670.00** in park fees in lieu of dedication prior to the recording of the final plat.

SAC/WAC. The Developer acknowledges that sewer and water access charges will be payable at then current rates at the time building permits are pulled for construction on the Property. Developer agrees to make buyers and/or future tenants of the Property aware that such charges will be payable at any time permits are required, including initial building shell construction and at future tenant improvement build-out.

MISCELLANEOUS

Representations. The Developer represents that the Plat complies with all city, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations and permits thereto related. If the City determines that the Plat does not comply, the City may refuse to allow construction or development work in the Plat until compliance is achieved.

Assignment. This Development Agreement cannot be assigned or transferred without the written consent of the City. A breach of the terms of this Agreement by the Developer, including the unauthorized assignment or transfer of the Agreement, will be grounds for denial of the issuance of any building permit.

Waivers. The rights of the City under this Agreement are in addition to any other rights under statute, ordinance or any other agreement. The action or inaction of the City will not constitute a waiver or amendment under the provisions of this Agreement. To be binding, amendments or waivers will be in writing, signed by the parties and approved by the City Council. The City's failure to promptly take legal action to enforce this Agreement will not be a waiver or release. There is no intent to benefit any third parties and third parties will have no recourse against the City under this Agreement.

Reimbursement. The Developer will reimburse the City for all costs incurred by the City in the defense or enforcement of this Agreement, or any portion thereof, including court cost and reasonable engineering and attorneys' fees.

License to Enter Land. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and/or inspections deemed appropriate by the City during the development of the Subject Property.

Violation of This Agreement. If the Developer fails to perform any of the terms of this Agreement in the manner required by the City, the City shall be entitled to recover, from the Developer or the issuer of Developer's financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Agreement by the Developer shall also be grounds for denial of Building or Occupancy Permits for buildings in the Plat.

Agreement Binding. The terms and provision hereof shall be binding upon, and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subject Property and shall be deemed covenants running with the land.

Indemnification. The Developer will have no claim against the City and its officers and employees for damages sustained or costs incurred resulting from plat approval and development. The City and its officers, agents and employees will not be personally liable or responsible in any manner to the Developer, contractor or subcontractors, suppliers, laborers, or to any other person or persons whomsoever, for any claims, demands, damages, actions, or causes of action of any kind or character whatsoever arising out of or by reason of the execution of this Agreement, or the design, performance, and completion of the work and the improvements to be provided by Developer pursuant to this Agreement. The Developer will hold the City harmless from claims by third parties, including but not limited to other property owners, contractors, subcontractors and suppliers, for damages sustained or costs incurred resulting from plat approval and the development of the Property. The Developer agrees to indemnify, defend and hold harmless the City, its agents and employees from any claim, demand,

suit, action or other proceeding whatsoever by any person for any loss or damage to property or any injury to or death of any person resulting from any actions by the Developer, or its agents or contractors.

Insurance. Until all of Developer's obligations under this Agreement are fulfilled, the Developer will provide and maintain public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise. Limits for bodily injury or death will not be less than \$500,000 for one person and \$1,500,000 for each occurrence. Limits for property damage will not be less than \$500,000 for each occurrence. The City will be named as an additional named insured on said policy and the policy shall provide that it may not be cancelled without 30 day prior written notice to the City. The Developer will file a copy of the insurance coverage with the City upon execution of this Agreement. The insurance policy obtained by the Developer is subject to City approval. In the event that the City is held liable to a third party by a court of competent jurisdiction for damages and the insurance obtained by Developer for any reason fails to cover the City, the Developer will be liable under this Agreement for any and all costs incurred or damages claimed against the City.

Certificate of Occupancy. The City will not issue certificates of occupancy for any building within the Development until the building has been connected to sanitary sewer and water, complied with the grading and site plans, a tree has been planted in the front yard of each home, and the streets in the Development have been constructed to the point of having a bituminous base course.

Incorporation by Reference. All plans, special provisions, proposals, specifications and contracts for the Improvements to be made pursuant to this Agreement shall be and hereby are made a part of this Agreement by reference as fully as if set forth herein in full.

Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not effect or void any of the other provisions of this Agreement.

DEFAULT ON AGREEMENT

Events of Default. The following shall be "Events of Default" under this Agreement and the term "events of default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides) any one or more of the following events:

- A. Failure by the Developer to observe and substantially perform any covenant, condition, obligation, or agreement on its part to be observed or performed hereunder, including providing security or renewal of security as provided in this Agreement.
- B. If the Developer shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Subject Property.
- C. If the Developer does not pay the assessments due on the property.

If the Developer fails to cure the Event of Default within ten (10) days of the date of notice sent to Developer by regular first class U.S. mail, Developer agrees that the City is hereby granted the right and privilege to declare any amounts expended by the City then due and payable as liquidated damages in full, and the City may immediately bring legal action against the Developer to collect such sums expended by the City; the Developer shall be personally responsible for payment of such sums; in addition, the City shall have a lien against the Subject Property. In addition to any other remedy provided in this Agreement, and without waiver of any such right, the City may avail itself of any or all of the following remedies:

1. Halt all Plat development work and construction of Improvements.
2. Refuse to issue building permits or occupancy permits as to any parcel until such time as the Event of Default is cured.
3. Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.
4. Terminate this Agreement by written notice to the Developer.

Addresses. The address of the Developer for the purposes of this Development Agreement is:

Sartell Development LLC
101 – 7th Street North
Sartell, MN 56377

The address of the City for the purposes of this Development Agreement is:

City of Sartell
125 Pine Cone Road North
PO Box 140
Sartell, MN 56377

IN WITNESS WHEREOF, the parties have hereunto set their hands.

CITY OF SARTELL

By: _____ Date: _____
Mayor

By: _____
City Administrator

SARTELL DEVELOPMENT LLC, DEVELOPER AND LANDOWNER

By: _____ Date: _____
Its _____

SARTELL DEVELOPMENT LLC, DEVELOPER AND LANDOWNER

By: _____ Date: _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF STEARNS)

The foregoing was acknowledged before me the ____ day of _____, 2016, by Sarah Jane Nicoll and Mary Degiovanni, the Mayor and City Administrator, respectively, of the City of Sartell.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF STEARNS)

The foregoing was acknowledged before me the ____ day of _____, 2016, by _____ of Sartell Development LLC.

Notary Public

Drafted By:
City of Sartell
125 Pine Cone Road North
Sartell, MN 56377

EXHIBIT A
LEGAL DESCRIPTION

Beginning at the Northwest corner of Outlot A of PROVIDENCE OF SARTELL; thence South 89 degrees 21 minutes 50 seconds East, along the north line of said Outlot A, a distance of 822.93 feet; thence South 06 degrees 43 minutes 09 seconds East, a distance of 166.13 feet; thence South 20 degrees 50 minutes 11 seconds West, a distance of 359.47 feet; thence South 18 degrees 51 minutes 11 seconds East, a distance of 86.12 feet; thence North 89 degrees 30 minutes 51 seconds West, a distance of 248.94 feet; thence North 12 degrees 20 minutes 12 seconds East, a distance of 183.83 feet; thence North 71 degrees 34 minutes 09 seconds West, a distance of 75.86 feet; thence North 79 degrees 22 minutes 50 seconds West, a distance of 89.70 feet; thence North 82 degrees 56 minutes 54 seconds West, a distance of 177.64 feet; thence South 89 degrees 25 minutes 13 seconds West, a distance of 192.68 feet to the west line of said Outlot A; thence North 00 degrees 34 minutes 56 seconds West, along said west line, a distance of 349.53 feet to the point of beginning.

EXHIBIT B

CITY DEPARTMENT COMMENTS

1. Sidewalks are proposed on one side of all streets.
2. The park dedication formula is unit based. (1150 sf or \$978 per single-family unit). Because of the proximity of an improved public park, a payment in lieu of park land dedication would be appropriate.
3. All lots will have custom graded rear lots with the exception of lots 7,8 and 9, block 1.
4. Based on the grading plan, the lots will be “built up” which results creates driveway slopes around 7.6% to 8.9%. Home types and grades MUST be constructed as depicted in the preliminary grading plan. A change in one housing type proposed during the building permit process will require a new grading plan for the entire development.
5. Double frontage screening will be required on lot 1 and lot 15, block 1 along 19th Avenue.
6. Developer will be responsible for all trunk and park charges, security fees, along with all costs associated with the installation of utilities, street and wetland signs, roadways, paths, sidewalks, lights, mailboxes (per the new USPS standards).
7. The properties with wetlands will need to erect signs at the edge of the wetland buffer area to ensure there will not be any encroachment.
8. Prior to the issuance of a certificate of occupancy, each lot will be required to plant one tree in the front yard based on the City Standards.
9. This development is subject to trunk storm, water and sewer fees and park as dictated in the Development Agreement. The outlots will be subject to future trunk fees and dedication requirements.
10. All staff comments be resolved (engineering, planning, fire, building, public works).

SARTELL

AGENDA

PLANNING COMMISSION

COVER SHEET

Originating Department Planning and Engineering Department	Meeting Date: May 9, 2016	Agenda Item No. 9b
Agenda Section: New Business	Item: Final Plat – Community Center	

RECOMMENDATION: Staff recommends approving the plat of Community Center with the following conditions:

1. Reference the easement document number (trail and recreation easement) on the final plat.
2. Lot specific grading and utility plans will not be required for final plat approval but will be reviewed as part of the administrative site planning process.

COMMISSION RECOMMENDATION:

The Commission recommended approving the final plat approval request (3/2).

Fitzthum asked if the Community Center is a done deal (in terms of locating on this property). Gruber commented that approving the plat does not necessarily align with how it should be developed (Community Center). Orman and Persen questioned having the memo imply that the Community Center was going to be constructed, along with the name of the Plat.

PREVIOUS COUNCIL ACTION:

Council approved the Ferche 600 preliminary plat in 2002.

MINNESOTA STATUTE 462.358: FINAL PLAT APPROVAL

Minnesota Statutes 462.358 Subd. 3b (Review Procedures) states that if the final plat is consistent with the approved preliminary plat, and follows all applicable rules, ordinances and laws, the final plat shall be approved.

When reviewing submitted plans, staff, Commission, and Council are exercising so-called “quasi-judicial” authority. The limited task is to review the submitted plans based on current and relevant city ordinances. A City has less discretion when acting quasi-judicially, and a reviewing court (if a lawsuit is initiated by an applicant) will examine whether the City applied rules already in place against the submitted plan.

The final plat is consistent with the preliminary plat.

BACKGROUND:

Ferche Development LLC is requesting the approval of a final plat which contains two lots (18.76 acres and 1.7 acres) along with right of way. Any development on the two lots would be subject to site plan approval to ensure that all standards (setbacks, greenspace, etc.) are met.

Access to the lots will be from the newly constructed addition of 19th Street South and the future extension of Scout Drive.

BUDGET/FISCAL IMPACT:

Costs to construct 19th Street South and expand utility services will be the responsibility of Ferche Development.

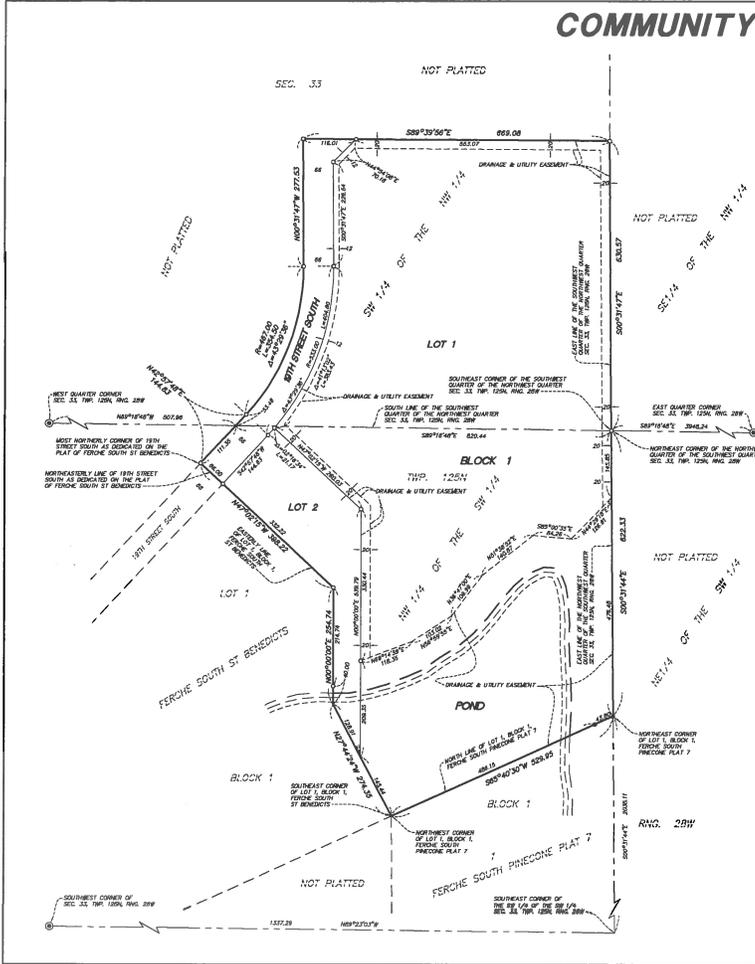
ATTACHMENTS:

1. Resolution and Development Agreement Approving the Final Plat for Community Center
2. Final Plat for Community Center
3. Site Area Map

ACTION REQUESTED:

1. Resolution approving the final plat and development agreement for Community Center with conditions.

COMMUNITY CENTER



KNOW ALL PERSONS BY THESE PRESENTS: That Four Public Development, LLC, a Minnesota limited liability company, owner and preparator of the following described property, situated in the County of Stearns, State of Minnesota, to-wit:

That part of the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of Section 33, Township 123 North, Range 29 West, Stearns County, Minnesota, described as follows:

Beginning at the northeast corner of Lot 1, Block 1, FERDIE SOUTH PINECONE PLAT 7, as on file in the office of the County Recorder, Stearns County, Minnesota; thence South 85 degrees 40 minutes 00 seconds West, measured bearings along the north line of said Lot 1, a distance of 228.80 feet to the southeast corner of Lot 1, Block 1, FERDIE SOUTH ST. BENEDICTS, as on file in the office of the County Recorder, Stearns County, Minnesota; thence North 27 degrees 44 minutes 24 seconds West along the westerly line of said Lot 1, a distance of 274.33 feet; thence North 00 degrees 00 minutes 00 seconds East along the easterly line of Lot 1, a distance of 624.74 feet; thence South 49 degrees 02 minutes 13 seconds West along and easterly line of Lot 1 and the westerly line of said 18th Street South as depicted on said plat of FERDIE SOUTH ST. BENEDICTS, a distance of 388.82 feet to the most northerly corner of said 18th Street South; thence North 42 degrees 23 minutes 00 seconds East, a distance of 148.83 feet; thence North 42 degrees 23 minutes 00 seconds East, a distance of 324.52 feet, on a fractional curve, tangent to the north line of said Lot 1, having a radius of 467.00 feet and a central angle of 43 degrees 29 minutes 38 seconds; thence North 00 degrees 31 minutes 47 seconds West, tangent to the last described curve, a distance of 377.53 feet; thence South 83 degrees 13 minutes 34 seconds East, a distance of 621.00 feet to the east line of said Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 33, Township 123 North, Range 29 West, Stearns County, Minnesota; thence North 00 degrees 31 minutes 47 seconds East, along the east line of said Northwest Quarter of the Southwest Quarter, a distance of 622.33 feet to the point of beginning.

We caused the same to be surveyed and platted as COMMUNITY CENTER and do hereby donate and dedicate to the public for public use forever the public way and easements as shown on this plat for drainage and utility easements.

In Witness Whereof said Four Public Development, LLC, a Minnesota limited liability company, has caused these presents to be signed by Jason Fartha, its Chief Manager, this ____ day of _____, 20__.

FOUR PUBLIC DEVELOPMENT, LLC
Jason Fartha, Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Jason Fartha, Chief Manager of Four Public Development, LLC, a Minnesota limited liability company, as holder of the company.

NOTARY SIGNATURE _____ NOTARY PRINTED NAME _____
NOTARY PUBLIC _____ COUNTY, MINNESOTA
MY COMMISSION EXPIRES _____

I hereby certify that this plat of COMMUNITY CENTER is a correct representation of the boundary survey that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been set or marked on the plat; that all other boundaries are well shown on the plat; that all of the survey's computations are shown and labeled on the plat; that all public ways are shown and labeled on the plat; I further certify that this plat was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

TERRY T. STUHL, LICENSED LAND SURVEYOR, MINNESOTA LICENSE NUMBER 50319

STATE OF MINNESOTA
COUNTY OF _____

The foregoing Surveyor's Certification was acknowledged before me this ____ day of _____, 20__, by Terry T. Stuhl, Licensed Land Surveyor, Minnesota License Number 50319.

Terry T. Stuhl, Notary Public Name _____
Notary Signature _____
Notary Public _____ County, Minnesota
My Commission Expires _____

Approved by the City Council of Stearns County, Minnesota, this ____ day of _____, 20__.

SIGNED: _____ MAYOR ATTEST: _____ CITY CLERK

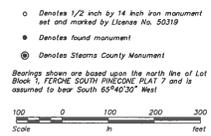
I hereby certify that this plat has been examined and recommended for approval this ____ day of _____, 20__.

STEARNS COUNTY SURVEYOR, MINNESOTA LICENSE NUMBER _____

Date: _____ STEARNS COUNTY AUDITOR/PRESIDENT _____
DEPUTY AUDITOR/PRESIDENT _____ TAX PAYER NUMBER _____

I hereby certify that this instrument was filed for record in the Office of the County Recorder in and for Stearns County, Minnesota on this ____ day of _____, 20__, of ____ o'clock ____ in the afternoon, in Plat Book _____.

STEARNS COUNTY RECORDER _____ DEPUTY RECORDER _____



Westwood
Professional Services, Inc.

Council member
for its adoption:

introduced the following resolution and moved

RESOLUTION NO.

**RESOLUTION APPROVING FINAL PLAT
COMMUNITY CENTER**

WHEREAS, a public hearing was previously held on the preliminary plat of Ferche 600 on March 11, 2002, at which time all persons wishing to be heard regarding the matter were given the opportunity to be heard; and

WHEREAS, a final plat for Community Center has been submitted which indicates that no significant changes within that portion of the preliminary plat, is included in the final plat.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SARTELL, MINNESOTA: That the final plat for Community Center be approved with the following conditions:

1. Reference the easement document number (trail and recreation easement) on the final plat.
2. Lot specific grading and utility plans will not be required for final plat approval but will be reviewed as part of the administrative site planning process.

ADOPTED BY THE SARTELL CITY COUNCIL THIS 9th DAY OF MAY, 2016

Mayor

ATTEST:

Administrator

SEAL

CERTIFICATION

I, Mary Degiovanni, Administrator of the City of Sartell, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Council of the City of Sartell at a regular meeting held on the 9TH day of MaY, 2016.

Mary Degiovanni, Administrator
City of Sartell, Minnesota

PLAT

Recording. The Developer will record the Plat and this Development Agreement with the County at Developer's expense prior to award of the construction contract for the Improvements or within one hundred and eighty (180) days of Final Plat approval, whichever is earlier, and will forward confirmation of the recording of the documents to the City. In the event that technical or clerical revisions are needed in this document or if for any reason the County Recorder deems the Development Agreement unrecordable, the Developer will cooperate with the City in the execution or amendment of any revised Development Agreement. If, for any reason, the Plat is not recorded by the County, Developer agrees to hold the City harmless for any costs incurred. It is expressly understood that Developer will have no claim for breach of this Agreement in the event the Plat is not recordable or revisions are required in the Plat.

Monuments. The Developer will install Plat monuments within one year after recording the Plat. No building permit will be issued for a lot in the Plat until the lot monuments have been installed and certified by a registered land surveyor. Monuments will need to be relocated and/or replaced if they become buried or removed during the excavation/development of the property.

Permits. Upon execution of this Agreement, the Developer and other necessary parties shall promptly apply for all permits, approvals, licenses or other documents from any and all necessary governmental agencies (including but not limited to the City, Benton/Stearns County, the Pollution Control Agency, the Department of Health and the Department of Natural Resources) so as to enable the Improvements shown in the Plans as herein contemplated. The Developer shall use its best efforts to obtain the same as soon as reasonably possible.

IMPROVEMENTS

Improvements. The Developer proposes to install to City standards the following improvements within portions of the Plat: sanitary sewer and water mains, hydrants and lift stations as required, storm drainage, streets with concrete curb and gutter, street lights, mail boxes per the USPS guidelines, pedestrian walkways/trails, traffic control signs, landscaping requirements and appurtenances thereto (the "Improvements") and has requested the City prepare final plans and specifications for such Improvements (the "Plans"). The Developer will cause to be constructed at its cost the Improvements according to City standards and in accordance with the Plans to be designed by the City Engineer. The parties agree that the Developer will not start construction of any structure in the Plat until the City has approved and accepted the construction of the Improvements, except street wear course, unless the City agrees otherwise in writing. The City will allow grading and the permitting of foundation work prior to the first course. However, no structural (framing) can occur until such time as the first course is down and the hydrants are charged. The Developer will provide City with As Built drawings promptly upon completion of construction of the Improvements.

Completion Timeline. The work the Developer is to perform under this Agreement must be done and performed by Developer in a good and workmanlike manner and completed on or before the following dates: site mass (including building pads) grading (prior to the release of a building permit) and no later than August 1, 2016; utilities, street lights, signage, trails and sidewalks, and street bituminous base October 15, 2016, second street bituminous wear July 2017. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the developer to reflect the cost increases and the extended completion date.

Private Utilities. All private utilities (e.g. electric, telephone, cable and gas) must be installed within a common area at the Developer's expense. Developer is responsible for contacting utility companies for service to the Development Property. Developer is also responsible for any cost incurred, which the private utilities do not pay for, in the installation of such utilities.

Street Signs. The City will install street identification signs according to City standards and the Developer is responsible for all costs incurred for such sign installation and will be billed according to the City's fee schedule in effect at the time of such sign installation.

Street Lights. It is the responsibility of the Developer to include a street lighting plan prepared by the City's street lighting utility company in the Plans submitted for City approval and, upon approval, to have the street lights installed (by the contractor or utility company approved by the City in the City's sole discretion) at the Developer's expense. The Developer is required to utilize the City approved street light standards unless the Developer receives prior City approval to vary the light standards.

Hard Surfaced Driveways. Hard surfaced driveways and concrete aprons are a requirement for each residential lot in the Plat and must be installed during the construction of the improvements.

City Approval. The City reserves the right to delay the bituminous wear paving if conditions warrant the delay. All work will be subject to the inspection and approval of the City and/or a duly authorized engineer of the City. Any unacceptable work will be corrected at the sole cost and expense of the Developer, to the satisfaction and approval of the City.

Right to Proceed. Within the Plat, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: (a) this Agreement has been fully executed by both parties and filed with the County, and (b) the City has issued a letter that all conditions required to commence the Improvements have been satisfied and that the Developer may proceed.

ADDITIONAL CONDITIONS OF APPROVAL

The Developer shall also comply with the following conditions:

- A. NPDES Phase II (Construction Site) permit from the MPCA.
- B. That all comments by the City engineering, police, and/or fire departments attached hereto as **Exhibit B** must be resolved to the satisfaction of the City to be evidenced by written notice to proceed issued by the City.
- C. That the all homes shall be constructed as proposed on the approved grading plan. Any deviation from the grading plan will result in the need to submit a new grading plan for review. There will be no exceptions.
- D. That sidewalks and trails, and lights be installed at the time of roadway and utility installation.

ENGINEERING

Plans and Specifications. All plans and specifications for the Improvements must be prepared, and all work related thereto inspected, by the City Engineer, with all costs related thereto paid by the Developer as outlined below.

Security. A Letter of Credit or cash escrow in the amount of <\$ _____> shall be required to secure developer's obligations under this Agreement will be used to secure reimbursement of all costs incurred by the City including, but not limited to, engineering fees, inspections, legal fees, cost of acquisition of any necessary easements if any, and any other costs incurred by the City relating to the Improvements (including the preparation of this Agreement). Such Letter of Credit or cash escrow will be drawn upon if such charges are not paid within 30 days of invoice to Developer. City expenses exceeding this amount will be invoiced to the Developer, who will pay said costs within 30 days of invoice. If the bills are not paid on time, the City may halt all development work until the bills are paid in full.

DEDICATION

Developer will dedicate to the City, after their completion, all water and sewer mains, lift stations, water hydrants, storm sewer mains, storm sewer, stormwater ponds, pedestrian trails, roadways, street lights, sidewalks, and other structures located in the right-of-ways in the Plat shown in the Plans. Developer will provide to the City any and all necessary easements and/or dedications or deeding to ensure that the City has the ability to maintain, repair, replace or modify the roadways, trails, sewer and water mains, storm sewers, holding and sedimentation ponds and other public improvements located in the Plat.

PONDS AND STORMWATER PIPES

Cleaning of Ponds. At such time as the City determines that construction on the Subject Property has been sufficiently completed so as not to cause significant erosion which will contaminate the holding ponds servicing the Subject Property, the Developer will clean/dredge all holding ponds and storm water pipes on the Subject Property. In the event the ponds require cleaning/dredging prior to the completion of all such construction, the City may request that the Developer complete more than one cleaning of the holding ponds. Developer is responsible for

all permits relating to cleaning and dredging of ponds and pipes, including permits required by the Department of Natural Resources and the Army Corps of Engineers.

Buffer Area Adjacent to Ponds. All ponds servicing the Subject Property, whether such ponds are located on City owned property, easements running in favor of the City, or on private property, must maintain a minimum of an 8' natural buffer from the high water mark. Notwithstanding the above, one access to each pond may be required by the City in a location determined by the City in its sole discretion.

EROSION AND LANDSCAPING

Erosion Control. The Developer will be responsible for the implementation and maintenance of development-wide erosion control measures. The Developer is hereby required to make application for a MPCA General Storm Water Permit for Construction Activity, Form #MNR 100001. This permit and its associated requirements shall remain in effect until **all** building sites within this Subdivision have been developed. The Developer will also comply with any erosion control method ordered by the City for the prevention of damage to adjacent property and the control of surface water runoff. As the development progresses, the City may impose additional erosion control requirements if, in the opinion of the City Engineer, such requirements are necessary to retain soil and prevent siltation of streams, ponds, lakes, or other adjacent properties, or of City utility systems. The Developer will comply with the erosion control plans and with any such additional instruction it receives from the City. The Developer shall properly clear any soil, earth or debris on City owned property, or public right of way resulting from construction work by the Developer or Builder, its agents or assigns. Failure to clean the site within 7 days will result in the City hiring out or performing the clean up and billing the Developer and its assigns the cost plus 15%. The Developer will cause to be performed to the City Engineer's satisfaction all finish grading, and will establish turf in all swales and ditches and will maintain said grading, swales, and ditches until the Improvements are completed and accepted by the City. All rear yard drainage swales will be final graded and restored with erosion control fabric. All areas disturbed by excavation and backfilling operations will be reseeded immediately after the completion of the work in that area. Seed will be rye grass or other fast growing seed to provide a temporary ground cover as rapidly as possible. All seeded areas will be mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. All swales and other drainage measures required by the Plans, grading plan, engineering reports and/or soil erosion control plan, as contained herein or as required by the City, shall not be disrupted, changed, or not maintained such that the swale or other drainage measures no longer function according to the original design. The City shall have the right at any time to enter upon the Subject Property so as to ensure surface water drainage as originally designed. The Developer agrees to reimburse the City for any costs incurred by the City as a result of such corrective action.

Hold Harmless Agreement. The Developer acknowledges that its failure to control erosion may cause flooding and/or damage to adjoining property owners. In such event, the Developer agrees to hold the City harmless and indemnify the City from claims of all third

parties of the Developer for flooding and/or damages arising out of such failure. Further, in the event the City undertakes any corrective actions to prevent or minimize any such flooding and/or damage, the Developer agrees to hold the City harmless and indemnify the City from claims of all third parties for damages arising out of said corrective action by the City, and agrees to reimburse the City for all out of pocket expenses incurred by the City arising out of the corrective action including, but not limited to any costs necessary to re-landscape disrupted soils located with the Plat.

Lot Maintenance. The Developer will maintain all lots and outlots in the Plat free of litter and debris. The Developer will mow all grass and weeds in excess of 10 inches in height on vacant lots and boulevards. Cut trees, tree stumps, or construction debris will be removed from the Plat. Burying or burning of trees or construction debris is not permitted on site.

CITY FEES

Area Charges. Applicable trunk charges are to be paid prior to the recording of the final plat (based on 1.7 acres).

Water Trunk - \$4,345.20

Sanitary Sewer Trunk - \$4,345.20

Storm Trunk – \$9,922.97 (MF Rates)

Total Trunk Fees for Phase 1 - \$18,613.37

Park Fees. There are no park fees and/or land dedication requirements with this final plat.

SAC/WAC. The Developer acknowledges that sewer and water access charges will be payable at then current rates at the time building permits are pulled for construction on the Property. Developer agrees to make buyers and/or future tenants of the Property aware that such charges will be payable at any time permits are required, including initial building shell construction and at future tenant improvement build-out.

MISCELLANEOUS

Representations. The Developer represents that the Plat complies with all city, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations and permits thereto related. If the City determines that the Plat does not comply, the City may refuse to allow construction or development work in the Plat until compliance is achieved.

Assignment. This Development Agreement cannot be assigned or transferred without the written consent of the City. A breach of the terms of this Agreement by the Developer, including the unauthorized assignment or transfer of the Agreement, will be grounds for denial of the issuance of any building permit.

Waivers. The rights of the City under this Agreement are in addition to any other rights under statute, ordinance or any other agreement. The action or inaction of the City will not constitute a waiver or amendment under the provisions of this Agreement. To be binding, amendments or waivers will be in writing, signed by the parties and approved by the City Council. The City's failure to promptly take legal action to enforce this Agreement will not be a waiver or release. There is no intent to benefit any third parties and third parties will have no recourse against the City under this Agreement.

Reimbursement. The Developer will reimburse the City for all costs incurred by the City in the defense or enforcement of this Agreement, or any portion thereof, including court cost and reasonable engineering and attorneys' fees.

License to Enter Land. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and/or inspections deemed appropriate by the City during the development of the Subject Property.

Violation of This Agreement. If the Developer fails to perform any of the terms of this Agreement in the manner required by the City, the City shall be entitled to recover, from the Developer or the issuer of Developer's financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Agreement by the Developer shall also be grounds for denial of Building or Occupancy Permits for buildings in the Plat.

Agreement Binding. The terms and provision hereof shall be binding upon, and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subject Property and shall be deemed covenants running with the land.

Indemnification. The Developer will have no claim against the City and its officers and employees for damages sustained or costs incurred resulting from plat approval and development. The City and its officers, agents and employees will not be personally liable or responsible in any manner to the Developer, contractor or subcontractors, suppliers, laborers, or to any other person or persons whomsoever, for any claims, demands, damages, actions, or causes of action of any kind or character whatsoever arising out of or by reason of the execution of this Agreement, or the design, performance, and completion of the work and the improvements to be provided by Developer pursuant to this Agreement. The Developer will hold the City harmless from claims by third parties, including but not limited to other property owners, contractors, subcontractors and suppliers, for damages sustained or costs incurred resulting from plat approval and the development of the Property. The Developer agrees to indemnify, defend and hold harmless the City, its agents and employees from any claim, demand, suit, action or other proceeding whatsoever by any person for any loss or damage to property or any injury to or death of any person resulting from any actions by the Developer, or its agents or contractors.

Insurance. Until all of Developer's obligations under this Agreement are fulfilled, the Developer will provide and maintain public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise. Limits for bodily injury or death will not be less than \$500,000 for one person and \$1,500,000 for each occurrence. Limits for property damage will not be less than \$500,000 for each occurrence. The City will be named as an additional named insured on said policy and the policy shall provide that it may not be cancelled without 30 day prior written notice to the City. The Developer will file a copy of the insurance coverage with the City upon execution of this Agreement. The insurance policy obtained by the Developer is subject to City approval. In the event that the City is held liable to a third party by a court of competent jurisdiction for damages and the insurance obtained by Developer for any reason fails to cover the City, the Developer will be liable under this Agreement for any and all costs incurred or damages claimed against the City.

Certificate of Occupancy. The City will not issue certificates of occupancy for any building within the Development until the building has been connected to sanitary sewer and water, complied with the grading and site plans, a tree has been planted in the front yard of each home, and the streets in the Development have been constructed to the point of having a bituminous base course.

Incorporation by Reference. All plans, special provisions, proposals, specifications and contracts for the Improvements to be made pursuant to this Agreement shall be and hereby are made a part of this Agreement by reference as fully as if set forth herein in full.

Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not effect or void any of the other provisions of this Agreement.

DEFAULT ON AGREEMENT

Events of Default. The following shall be "Events of Default" under this Agreement and the term "events of default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides) any one or more of the following events:

- A. Failure by the Developer to observe and substantially perform any covenant, condition, obligation, or agreement on its part to be observed or performed hereunder, including providing security or renewal of security as provided in this Agreement.
- B. If the Developer shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Subject Property.
- C. If the Developer does not pay the assessments due on the property.

If the Developer fails to cure the Event of Default within ten (10) days of the date of notice sent to Developer by regular first class U.S. mail, Developer agrees that the City is hereby granted the right and privilege to declare any amounts expended by the City then due and payable as liquidated damages in full, and the City may immediately bring legal action against the

Developer to collect such sums expended by the City; the Developer shall be personally responsible for payment of such sums; in addition, the City shall have a lien against the Subject Property. In addition to any other remedy provided in this Agreement, and without waiver of any such right, the City may avail itself of any or all of the following remedies:

1. Halt all Plat development work and construction of Improvements.
2. Refuse to issue building permits or occupancy permits as to any parcel until such time as the Event of Default is cured.
3. Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.
4. Terminate this Agreement by written notice to the Developer.

Addresses. The address of the Developer for the purposes of this Development Agreement is:

Four Points Development LLC

The address of the City for the purposes of this Development Agreement is:

City of Sartell
125 Pine Cone Road North
PO Box 140
Sartell, MN 56377

**EXHIBIT A
LEGAL DESCRIPTION**

EXHIBIT B

CITY DEPARTMENT COMMENTS

1. All staff comments be resolved (engineering, planning, fire, building, public works).
2. 1. Reference the easement document number (trail and recreation easement) on the final plat.
3. 2. Lot specific grading and utility plans will not be required for final plat approval but will be reviewed as part of the administrative site planning process.

Sartell Police Department

TO: MARY DEGIOVANNI, MAYOR AND CITY COUNCIL
FROM: CHIEF HUGHES
SUBJECT: FEBRUARY MTG - GENERAL INFORMATION/STATISTICS
DATE: MAY 9, 2016
CC: MEMO FILE

- About 2 weeks ago, the speed trailer began making its way around the community. As stated in a previous memo, it will be moved weekly.
- We have been noticing people not following the detour route for southbound Highway 15 at Co. Rd. 1. People are still making a right onto Highway 15 even though signs say you cannot turn right there. We have been making traffic stops as we can, but we are unable to post someone out there all the time. Please help educate the public as you can that this is a prohibited turn and they can be ticketed. When they make these turns they impede the traffic flow on Co. Rd. 1.

I did contact MN DOT and they have put up another large sign that says No Right Turns at the intersection.

- May 25 and 26 is the Senior Shred and Drug Take Back Days at the police department. See attached flyer for the event.
- All department members will be participating in firearms certification this month. This will fulfill one of our POST firearms requirements.
- The following is a synopsis for the reportable and non-reportable incidents for February 2016.

- **Reportable Incidents**

- ✓ Burglaries were at 2
- ✓ Forgery/counterfeiting were at 3
- ✓ Drug incidents were at 6
- ✓ Criminal sexual conduct was at 3
- ✓ Juvenile alcohol and runaway were at 2

✓ Trespass/damage to property were at 6

✓ Theft type incidents were at 49

- **Non Reportable Incidents**

- ✓ Alarm calls were at 10

- ✓ Motorist/personal assists were at 46

- ✓ Civil matters were at 10

- ✓ Child custody/placements were at 3

- ✓ Dog complaints/incidents were at 10

- ✓ Driving complaints were at 20

- ✓ Juvenile problems were at 14

- ✓ Medicals were at 50

- ✓ Psychiatric cases were at 3

- ✓ Extra patrol requests were at 20

- ✓ Property damage crashes were at 12

- ✓ Suicide threats/attempts were at 5

- ✓ Suspicious type activity calls were at 64

- ✓ Warrants served/paper attempts were at 11

- ✓ Welfare checks were at 31

**SARTELL POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT
FEBRUARY 2016**

REPORTABLE INCIDENTS

		<u>2014</u>	<u>2015</u>	<u>2016</u>
A	Assault	3	3	3
B	Burglary	1	2	0
C	Forgery – Counterfeiting	1	1	3
D	Drugs	5	6	8
I	Crime against Family	1	0	2
J	DWI	1	0	4
K	Kidnapping – False Imprisonment	1	0	0
L	Criminal Sexual Conduct	1	0	1
M	Miscellaneous	0	0	3
	M5350 Juvenile Runaway	0	3	0
N	Disturbing Peace/Privacy	4	0	3
O	Obscenity	2	0	0
P	Trespass/Damage to Property	12	7	6
T	Theft	9	15	5
U	Theft Related	16	17	12
V	Vehicle Theft Related	2	0	1
X	Crime against Administration of Justice	0	0	2
	TOTAL	59	54	53

LAW ENFORCEMENT CENTER

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

Jurisdiction: LEC

First Date: 02/01/2016

Last Date: 02/29/2016

Department	Complaint	Number	
1 SPD			
	1014	ESCORT	3
	1021	PHONE CALL	61
	1050	ACCIDENT	14
	1053	ACCIDENT AMBULANCE ENROUTE	2
	1056	INTOXICATED DRIVER	2
	1057D	DISRUPTIVE INTOXICATION	1
	1057	INTOXICATED PERSON	2
	1072	DEAD BODY	2
	911H	911 HANGUP CALL	4
	ABU	ABUSE AGAINST CHILD	1
	ADMIN	ADMINISTRATIVE ICR	23
	ADORD	APPREHENSION & DETENTION ORDER	2
	AL	ALARM	28
	ALFIRE	ALARM FIRE	2
	ALMED	ALARM MEDICAL	1
	ANIB	ANIMAL BITE COMPLAINT	1
	ASEX	SEXUAL ASSAULT	1
	ASLT	ASSAULT	3
	ASSTA	AGENCY ASSIST	34
	ASSTB	BUSINESS ASSIST	1
	ASSTP	PERSONAL ASSIST	18
	BACK	BACKGROUND CHECK	54
	BHEALTH	BEHAVIORAL HEALTH	1
	BIKEA	BIKE/ABANDONED	1
	BURN	ILLEGAL BURNING	1
	CC	CITIZEN CONTACT	14
	CITYB	CITY BUSINESS	1
	CIVIL	CIVIL MATTER	4
	COILL	CARBON MONOXIDE CALL WITH ILLNE	1
	COUNT	COUNTERFEITING	2
	COURT	COURT	4
	CUSTODY	CHILD CUSTODY DISPUTE	4
	DARE	DARE PROGRAM	8
	DISOR	DISORDERLY CONDUCT	4
	DOG	DOG COMPLAINT/BARKING	10
	DOM	DOMESTIC	4
	DOORCHK	DOOR CHECK(S)	10
	DRIVE	DRIVING COMPLAINT	9
	DUPLICATE	DUPLICATE ICR ERROR	1
	DWI	DRUNK DRIVER ARREST	2
	FIGHT	FIGHT PHYSICAL	1
	FIREAL	FIRE ALARM	1
	FPROP	FOUND PROPERTY	3
	FRAUD	FRAUD	6
	FUP	FOLLOW UP	13
	GUNSH	GUNSHOTS FIRED/HEARD	1
	HAR	HARASSMENT COMPLAINT	4
	HARRORD	HARASSMENT RESTRAINING ORDER	5
	HAZ	HAZARD	10
	HR	HIT AND RUN	5

LAW ENFORCEMENT CENTER

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

Jurisdiction: LEC

First Date: 02/01/2016

Last Date: 02/29/2016

<i>Department</i>	<i>Complaint</i>	<i>Number</i>
51 SPD		
	HSREFER HUMAN SERVICES REFERRAL	11
	IDTHEFT IDENTITY THEFT	1
	INFO MATTER OF INFORMATION	15
	JUVP JUVENILE/PROBLEM WITH	9
	JUVR JUVENILE/RUNAWAY	2
	LITTR LITTERING COMPLAINT	1
	LM LOUD MUSIC	2
	LP LOUD PARTY	1
	LPROP LOST PROPERTY	1
	MA MOTORIST ASSIST	18
	MED MEDICAL EMERGENCY	43
	MEDNO MEDICAL NO OFFICER SENT	1
	MEETING ATTEND MEETING	14
	MISSP MISSING PERSON	1
	NOISE NOISE COMPLAINT	3
	NOPAY NO PAY CUSTOMER	1
	OD OVERDOSE	1
	OPEND OPEN DOOR	5
	ORD ORDINANCE VIOLATION	4
	OTL OUT TO LUNCH	1
	PAPSV PAPER SERVICE	1
	PARKS SEASONAL PARKING	42
	PARKV PARKING VIOLATION	7
	PERD ISSUE DEER PERMIT	2
	PERG GUN PERMIT	24
	PHONE PHONE COMPLAINT	1
	POC PREDATORY OFFENDER CHANGE OF I	6
	POR1CC PREDATORY OFFENDER REGISTRATIC	1
	POR1 PREDATORY OFFENDER LEVEL 1 REG	1
	PRDAM PROPERTY DAMAGE	1
	RW REPORT WRITING	1
	SBUS SCHOOL BUS/SCHOOL VIOLATION	3
	SD SPECIAL DETAIL	3
	SHOPI SHOPLIFTER/URGENT	1
	SHOP SHOPLIFTER	5
	SLUMP SLUMPER	1
	SNOW SNOWMOBILE COMPLAINT	1
	STALL STALLED VEHICLE	5
	STENF SELECTIVE TRAFFIC ENFORCEMENT	1
	SUIC SUICIDE THREAT	4
	SUSA SUSPICIOUS ACTIVITY	10
	SUSP SUSPICIOUS PERSON	1
	SUSS SUSPICIOUS SMELL	2
	SUSV SUSPICIOUS VEHICLE	19
	TAMPV TAMPER WITH MOTOR VEHICLE	1
	THEFT THEFT	5
	THEFTV THEFT FROM VEHICLE	1
	THREAT THREATS COMPLAINT	3
	TRAFFIC STOP TRAFFIC STOP	142
	TRAIN TRAINING	1

LAW ENFORCEMENT CENTER

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

Jurisdiction: LEC

First Date: 02/01/2016

Last Date: 02/29/2016

<i>Department</i>	<i>Complaint</i>	<i>Number</i>	
101 SPD			
	TRES	TRESPASSING/TRESPASSER	1
	UNWAN	UNWANTED PERSON	3
	VAND	VANDALISM	1
	VANDV	VANDALISM TO VEHICLE	1
	VDITCH	VEHICLE IN THE DITCH	2
	VERB	VERBAL DISPUTE	2
	VULAD	VULNERABLE ADULT	3
	WARRANT	WARRANT	9
	WELF	WELFARE CHECK	14
	XPAT	EXTRA PATROL	12
<i>Group Total:</i>			869

Report Total: 869

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

**SARTELL POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT
FEBRUARY 2016**

NON REPORTABLE INCIDENTS

		<u>2015</u>	<u>2016</u>
911 CALL	9847	2	0
911 HANG UP	9837	3	3
ADMINISTRATIVE CITATION	9099	2	0
ALARM - ACTUAL	9805	1	0
ALARM - FALSE	9807	28	27
ALL OTHER CITY ORDINANCES	9838	2	7
ALL OTHER MOVING VIOLATIONS	9000	4	6
ALL OTHER NON-MOVING VIOLATIONS	9200	2	1
ALL OTHER PARKING VIOLATIONS	9100	1	2
ANIMAL COMPLAINTS (ALL OTHERS)	9564	3	0
ANIMALS FOUND	9312	0	2
APPREHENSION AND DETENTION ORDER	9931	1	1
ASSAULT, NO ARREST	9994	0	1
ASSIST - MOTORIST ASSIST	9843	20	22
ASSIST - PERSONAL ASSIST	9732	15	19
ASSIST - PUBLIC ASSIST	9802	0	2
ASSIST BENTON COUNTY	9882	1	2
ASSIST BUSINESS	9866	6	2
ASSIST DOUGLAS COUNTY	9861	1	0
ASSIST HUMAN SERVICES	9889	1	10
ASSIST OTHER LAW ENFORCEMENT AGENCY	9878	0	3
ASSIST SAUK RAPIDS PD	9875	5	11
ASSIST ST CLOUD PD	9859	16	3
ASSIST ST JOSEPH PD	9876	2	2
ASSIST STATE PATROL	9860	0	5
ASSIST STEARNS COUNTY	9863	6	7
ASSIST WAITE PARK PD	9877	2	1
ATTEMPT TO LOCATE	9867	1	0
ATV - OPERATE ON ROADWAY	9576	0	1
BACKGROUND CHECKS	9858	34	78
BURNING VIOLATION	9824	0	1
CANCELLED IPS (NON REPORTABLE)	9208	0	1
CAR/ANIMAL ACCIDENT	9411	0	1
CHILD CUSTODY	9992	4	5
CHILD PLACEMENT	9881	0	1
CITIZEN CONTACT	9897	2	11
CIVIL MATTER	9831	3	6

COURT - OFF DUTY	9914	2	0
COURT - ON DUTY	9913	2	3
DECEASED PERSON - BODY FOUND	9720	1	1
DISPLAY WRONG REGISTRATION	9211	1	0
DOG - AT LARGE	9566	2	1
DOG - BARKING	9565	1	5
DOG BITES	9561	0	1
DOG COMPLAINTS	9562	2	1
DOG IMPOUNDS	9563	0	2
DOMESTIC, NO CRIME COMMITTED	9993	5	5
DRIVING AFTER REVOCATION	9201	8	11
DRIVING AFTER SUSPENSION	9207	5	4
DRIVING COMPLAINT	9839	15	11
DRUNKS - DETOX ADMITTANCE	9730	0	1
ESCORT	9854	4	3
EXPIRED REGISTRATION	9212	2	4
FIGHTS	9804	0	1
FINGERPRINT	9849	21	22
FIRE - COMMERCIAL	9603	0	0
FIRE LANE PARKING - SIGNS	9106	1	1
FIREWORKS	9814	1	0
FOLLOW UP	9327	0	1
GUN - APPLICANT GUN PERMIT (PURCHASE)	9903	17	24
GUN RELATED COMPLAINTS	9879	0	1
HANDICAPPED PARKING	9103	1	3
HARASSMENT	9801	6	7
HARASSMENT/RESTRAINING/OFP ORDERS	9929	5	5
HIT AND RUN / PROPERTY DAMAGE VEHICLE	9450	3	4
INATTENTIVE DRIVING	9034	1	0
INTOXICATED PERSON	9844	4	9
ISSUE DEER PERMIT	9855	1	2
JUVENILE CURFEW VIOLATION	9833	0	2
JUVENILE PROBLEM	9834	7	11
LITTERING	9813	0	1
MATTER OF INFORMATION	9970	19	26
MEDICAL CALL	9731	25	44
NEIGHBORHOOD DISPUTE	9991	1	0
NO INSURANCE	9210	0	3
NO PROOF OF INSURANCE	9021	6	9
NO VALID DRIVER'S LICENSE	9113	3	0
NOISE VIOLATION	9817	3	5
OBSTRUCTED VIEW - DRIVER	9018	1	0
OPEN CONTAINER	9040	0	1
OPEN DOOR AND/OR WINDOW	9900	2	5
PAPER SERVICE	9904	1	1
PARK VIOLATION	9823	0	4
PARKING - WINTER	9110	23	41

PERSONAL INJURY VEHICLE ACCIDENT	9420	1	0
PERSONS FOUND	9311	6	3
PERSONS MISSING	9304	6	3
PREDATORY OFFENDER/REG/COMPL CHK/CHANGE OF ADD	9850	0	8
PROPERTY DAMAGE VEHICLE ACCIDENT	9440	16	16
PROPERTY FOUND	9313	4	4
PROPERTY LOST	9303	3	1
PSYCHIATRIC CASE	9740	2	2
PUBLIC HEALTH & SAFETY	9869	11	15
REQUEST FOR EXTRA PATROL	9998	16	24
RIGHT OF WAY	9008	1	0
ROAD HAZARD	9836	0	1
SCHOOL BUS STOP ARM VIOLATION	9014	2	3
SEARCH WARRANT	9928	0	1
SEIZED PROPERTY	9872	8	18
SERVICE TO OTHER DEPARTMENTS	9902	3	2
SNOWMOBILE COMPLAINT	9504	0	1
SPECIAL DETAIL	9829	5	11
SPEEDING	9004	14	7
STALLED VEHICLE	9840	1	1
STOP SIGNS	9017	0	1
SUICIDE	9700	0	1
SUICIDE ATTEMPT	9710	0	1
SUICIDE THREAT	9705	6	4
SUSPICIOUS ACTIVITY	9826	14	13
SUSPICIOUS ITEM	9798	1	1
SUSPICIOUS PERSON	9870	3	1
SUSPICIOUS PHONE CALL(S)	9795	2	2
SUSPICIOUS SMELL	9799	3	3
SUSPICIOUS VEHICLE	9868	18	19
THREATS COMPLAINT, NO ARREST	9995	4	2
TOWED VEHICLE	9841	11	10
TRAFFIC CONTROL	9919	1	0
TRAINING/MISCELLANEOUS	9857	1	1
TRANSPORT	9856	11	10
UNWANTED PERSON	9830	5	5
USE OF UNREGISTERED MOTOR VEHICLE	9215	0	1
VEHICLE IN DITCH	9842	1	2
VERBAL DISPUTE	9845	4	3
VERBAL WARNING - ALL OTHERS	9045	25	81
VERBAL WARNING - HEADLAMP(S)	9047	13	11
VERBAL WARNING - SPEED	9043	39	32
VERBAL WARNING - STOP SIGN	9044	3	2
WARNING TAG - EQUIPMENT VIOLATIONS	9031	1	0
WARNING TAG - SPEED	9023	0	1
WARRANT SERVED	9901	4	5
WARRANT/PAPER ATTEMPT	9999	1	5

WELFARE CHECK	9811	18	20
	TOTAL	658	888

	<u>2014</u>	<u>2015</u>	<u>2016</u>
TOTAL REPORTABLE FOR FEBRUARY	59	54	53
TOTAL NON REPORTABLE FOR FEBRUARY	852	658	888
TOTAL CODES FOR FEBRUARY	911	712	941

Prepared by Kelly Hanson

Approved by Dale Struffert

Senior Document Shred & Drug Take Back Days

The Sartell Police Department along with Seniors And Law enforcement Together (SALT) want to help keep you safe by offering a secure location for you to drop off personal documents and unused medication for proper disposal.

In conjunction with First-Shred, Sartell seniors age 55+ can drop off their sensitive documents for appropriate disposal for **FREE**.

In conjunction with the Stearns County Sheriffs Department you may also drop off your unused prescription medication for appropriate disposal for **FREE. No sharps are allowed.**

When: Wednesday, May 25 from 11:00 am to 2:00 pm at the Sartell Police Department

Thursday, May 26 from 3:00 pm to 6:00 pm at the Sartell Police Department

Drop off any of the following that you are discarding: Charge receipts - Copies of credit applications - Insurance forms - Physician statements - Bank checks and statements - Expired charge cards - Credit offers you get in the mail.

Drop off any old or unused prescription medication: If the medication is in glass containers there will be padded envelopes to put them in. **ABSOLUTELY NO SHARPS!**

There will be police officers on site to ensure what you drop off remains secure until disposal.

PUBLIC WORKS DEPARTMENT

MONTHLY REPORT

MAY 9,2016

Streets

- **Pothole Patching**
- **Spring Street Sweeping Completed**
- **Received New Crack fill Machine**
- **Road Restriction Off April 15th**
- **Painted New Non-Slip Floor at Fire Hall**
- **Put Up City Banners**
- **Installed Split Rail Fence At Pine Cone Central Park**

Parks

- **Received New Mowers and Mowing Season Has Started**
- **Installed Fishing Pier**
- **Installed Bird Netting at PCCP and Bernicks Shelters**
- **Warning Track Repairs Champion Field**
- **Sprinkler System Start Up**
- **Shelter Clean Up for Rental Season**
- **Painting Fields:Soccer,LaCrosse,BaseBall**
- **Fertilizing and Spraying City Properties**

Water

- **Spring Hydrant Flushing Completed**
- **Water Main Break: Riverside Ave & 7th Street North**

Compost

- **Opened April 16th : Opening Weekend Counts 382 Saturday/107 Sunday**

Professional Development

- **Safety Training – Public Works Employees: Traffic Control,Evacuation Awareness**

Memorandum

To: *Mayor and Council Members*
From: *Mike Nielson, City Engineer*
Date: *May 9, 2016*
Re: *Monthly Update*
WSB Project No. 2174-00

2nd Street S Roundabout: A shrinkage crack has developed in the concrete paving on the west side of the roundabout. The contractor has reviewed the cracks and will be providing a schedule for completing the repair. The repair will require the closure of the southbound inside lane for a period of 4 days.

Benton County CSAH 29/ Benton Drive Improvements: Last months memo informed you that Benton County will be resurfacing CSAH 29 from Benton Drive to TH 15 in 2018. To assist us with assessing the condition of the pipe a contractor televised the sanitary sewer pipe throughout this segment of roadway. A break in the pipe was discovered to the west of 4th Ave NE. The broken segment of pipe will need to be repaired as soon as possible.

19th Avenue N & 21st Street N – Quotes will be solicited from area contractors and presented to the council for consideration at the May 23rd meeting.

Development:

Arbor Trails – Work is progressing on this development. The curb & gutter is scheduled for the week of May 9th.

Avalon 9- Utility work has begun on this development. It is anticipated that all work will be completed in 30-days.

Providence Phase 1 – The contractor is waiting for the ground to dry out before resuming work on this development.

Providence Phase 2- The developer has submitted preliminary plans for Phase 2. Their goal is to begin construction on this phase in August of this year.

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
May 2016
Anita Rasmussen, AICP

Televising Commission Meeting(s) Feedback

As requested by the Council, the Planning and Economic Development Commission discussed the possibility of having their meetings televised. The consensus of both commissions was to not televise the meetings unless it was at the direction of the Council. While both commissions desired transparency and providing the public with an additional means of learning about what is happening in the community, they felt that because they are an advisory body to the Council, they did not want to misconstrue their role to the public and create confusion over their actions versus actions taken by the Council.

Business Survey

In order to have a better handle on the needs and concerns of our business community, we had created a survey which was first administered starting two months ago. As of recently, the key findings are as follows:

- 39 responses out of 148 for a 26% response rate.
- 42% of respondents have been in Sartell 10-20 years
- Not a single company forecasts their # of employees to decrease in the next year
- 51% expect # to increase while 49% expect number to stay the same
- 65% of companies said the average wages for employees was \$25k-\$50k
- 42% of respondents said employees reside in Sartell. 23% said employees reside outside of the St. Cloud area
- 51% of clients are from Sartell while over 30% are from areas outside St. Cloud
- Issues with hiring employees top three:
 - Employees do not want to live in Central MN
 - Lack of qualifications
 - Limited candidate pool
- 3.76 was average satisfaction score from 1-5
- Top factors in satisfaction
 - Physical location
 - People
 - Community/city employees and elected officials
- Top factors in dissatisfaction
 - Permit fees
 - Signage requirements
 - High taxes

Development

A conditional use permit has been submitted to install a 5 MW solar garden in the northern portion of Sartell. The application is not complete from the standpoint of moving forward due to the fact that the applicant will have to plat the property. The applicant did hold a neighborhood meeting which was attended by approximately 20

people. Concerns and issues which were discussed include property value impact, screening, future decommission process and safety.

Beekeeping

The Planning Commission has recommended that a bee ordinance is considered for adoption by the City Council. Also, to providing text amendments, the Commission requested that staff determine and prepare how the implementation, permitting and enforcement would be completed if the ordinance were to be adopted. I anticipate the public hearing for that ordinance amendment to occur in July.

Heritage Drive/County Road 1 Project

Approximately 30 people attended the open house for this roadway project. Most of the questions concerned the ability to get access to their homes during the construction, along with confirming detour routes with the attendees.

Comprehensive Plan Update

Planning Commission reviewed the proposed amendments as suggested by staff and the public input received thus so far. The proposed changes include:

Introductions

1. Add the Regional Active Living Advisory Group (RALAG) Regional Active Transportation Plan – November 2015
2. Adjust to reference that it is a 2016 plan (hopefully).
3. Add demographics (Appendix).

Communications and Engagement

1. Schedule a minimum of 2 joint meetings between the Commission and the Council per year to ensure the exchange of communication, priorities, goals and plans are discussed. (Text Change)
2. Create a specific branding strategy which capitalizes on the success of our students in our community. (Text Change)
3. Quarterly or semi-annual electronic newsletter to highlight what is going on in the City and Neighborhoods, could include decisions made by the Commission(s) and Council. (Text Change).
4. Create infographics and other communication pieces describing facts surrounding certain housing types, new developments, etc. (Text Change)
5. Goal 3 – Brand - active living, active transportation and recreation opportunities (bike trails, bike lanes, sidewalks), access to healthy food (farmer's market, community gardens, grocery stores) and healthcare facilities. (Text Change)

Economic Development

1. Create a specific branding strategy which capitalizes on the success of our students in our community. (Text Change)
2. Include a chronological timeline of decisions and action items related to the downtown/town center concept (Appendix)

3. Review standards through a study and by a task force which reviews current standards and uses for vacant or underutilized heavy industrial areas (I-2) and require master plans for the development of any I-2 properties. The study could exclude existing operational businesses. (Interim Ordinance)
4. Ensure city policies promote a healthy quality of life. (Text Change)
5. Goal 1. Further describe “quality of life” to include health and wellness aspects of quality of life in that description. (Text Change)

Public Safety

No Changes Proposed

Planning

1. Monitor secondary and primary growth areas based on new community facility (school or otherwise) placement and propose adjustments as necessary. (Text Change)
2. Review the former paper mill property for a potential public use (some or all). (Interim Ordinance)
3. Unused land could be allowed to be used for agriculture/gardens. (Text Change)

Community Culture

1. Rephrasing Goal 5 to, “Become a healthy living community.” Add continue to enhance Sartell as an active living community. (Text Change)
2. Adding Stearns and Benton County Public Health to the list of partners in Strategy 5.1. (Text Change)
3. Add “Ensure residents have access to healthy, locally-grown food” as a strategy. (Text Change)
4. Add “Ensure residents have access to health care facilities” as a strategy. (Text Change)
5. Add “Ensure residents have access clean air and tobacco-free common spaces” as a strategy(Text Change)

Transportation

No Changes Proposed

Parks and Open Space

1. Include findings created by the school district and the city relating to space and amenity needs (Appendix)
2. Include a chronological timeline of park plan adoption/amendments (Appendix)
3. Include the former paper mill property in a study for a review of uses, including any potential public use (Interim Ordinance)
4. Goal 4: The Regional Active Living Advisory Group (RALAG) we recommend adding as a partner for connections and trails. (Text Change)

Community Facilities

No Changes Proposed

The completed draft will go before the Planning Commission in June for a final recommendation. The anticipated next public hearing will be July 11th.



City Administrator's Report May 9, 2016

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

Project	Budget/Source	Status
Water Tower Mixers	\$60,000 Water Fund	Approved 4/11/16
Lake Francis Improvements	Deferred Assess & Park District 1	
3 rd 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	Approved 2/22/16
PW Mower Trades	\$30,000 Beautification	Approved 2/8/16
PW Leaf Vac	\$50,000 PW Equip Fund	
PW Pick-up	\$30,000 Water/Sewer Funds	
PD Thermal Imagers	\$7,200 Tech Fund & \$3,600 Forfeiture	Approved 1/25/16
Election Equipment	\$9,000 Tech Fund	Approved 4/11/16
SW Water Plant Siren	\$12,000 Emerg Mgmt Fund	Approved 3/14/16
Sauk River Park Pedestrian Bridge - Feasibility pending	– source is State funds	
Lift Station #8 Rehab	\$50,000 Sewer Fund	Approved 4/11/16

Updates:

- **Franchise Agreements:** The City has electric franchise agreements with Stearns Electric and Xcel Energy. You also have a gas franchise agreement with Xcel Energy. You collect franchise fees under your electric agreements but not under your gas agreement. Your gas franchise agreement will expire this Fall and so Xcel has asked to begin renewal discussions, and they would like to update the electric franchise at the same time so we can stay with consistent renewal periods. Before providing draft renewal documents for consideration, staff would like Council discussion on franchise fees to consider in these two agreements. A draft Schedule A for class rate electric franchise fees is attached, but your current rates are per customer of \$3.50 per month increasing to \$4.50 by 2023.

The City has no gas franchise fees but a draft Schedule A for class rate gas franchise fees is also attached, and some neighboring city fees are:

St. Cloud: 1.5% to 3% of gross revenues

Sauk Rapids: \$3 for residential and \$10 for all other customers per month

St. Augusta: \$3 for residential and \$5 for all other customers per month

St. Joseph: \$1 to \$10 per month based on customer type

CITY OF SARTELL						
INVESTMENTS						
3/31/2016						
CASH HOLDINGS				MATURITY	COST	PAID
	INVESTMENT	INT RATE	TERM	DATE	VALUE	EARNINGS
	4M Plus	variable			\$1,747,142.61	\$207.36
	Subtotal 4M Plus				\$1,747,142.61	\$207.36
	US Bank/4M Checking	variable			\$3,427,580.80	\$224.10
	Subtotal US Bank/4M Checking				\$3,427,580.80	\$224.10
	Bank Vista Money Market	0.45%			\$241,225.01	\$92.16
	Subtotal Bank Vista Accts.				\$241,225.01	\$92.16
	Great River Federal - Share Account				\$5.00	\$0.00
	Alerus (former Beacon) Bank	0.35%			\$502,040.32	\$149.19
	Subtotal Beacon Accts.				\$502,040.32	\$149.19
	Citizens Community Money Market				\$242,086.50	\$102.76
	Subtotal CCF Accts.				\$242,086.50	\$102.76
	ADM - 2015 Bond Proceeds PNC Bank				\$671,389.74	\$93.80
	Subtotal ADM Accts.				\$671,389.74	\$93.80
	TD Ameritrade				\$22,189.21	\$0.19
	Subtotal TD Ameritrade				\$22,189.21	\$0.19
	Totals & Average rate:				\$6,853,659.19	\$869.56
					57.96%	
INVESTMENTS				MATURITY	CURRENT	PAID
PURCHASE	INVESTMENT	INT RATE	TERM	DATE	VALUE	EARNINGS
DATE						
01/12/16	CD - Great River Federal Credit Union	0.40%	1 year	01/11/17	\$249,118.29	
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	
10/01/13	CD - Liberty Bank	0.70%	3 yrs	10/01/16	\$248,000.00	
	Subtotal Local Banks	0.53%			\$993,118.29	\$0.00
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	04/24/16	\$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	
02/04/16	CD - Beal Bank	0.80%	1 YR	01/04/17	\$247,995.64	
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	
01/27/16	CD - Comenity Bank	0.80%	1 YR	01/19/17	\$249,001.87	\$158.27
01/23/14	CD - Mid MO Bank, Springfield	0.85%	3 YR	01/23/17	\$249,000.00	\$168.16
01/17/16	CD - Safra Bank	0.80%	1 YR	01/27/17	\$247,995.64	
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	
	Subtotal TD Ameritrade	1.04%			\$3,977,207.59	\$326.43

	Total CDs & Average rate:	1.04%			\$4,970,325.88	\$326.43
					42.04%	
	TOTAL EARNINGS PAID:	\$1,195.99				
		\$11,823,985.07				
TOTAL CURRENT ACCOUNTS/INVESTMENTS:						
Bank Vista		\$241,225.01				
TD Ameritrade		\$3,999,396.80				
Beacon Bank		\$502,040.32				
CCF		\$242,086.50				
ADM		\$671,389.74				
Local Bank CDs & Share		\$993,123.29				
4M Check		\$3,427,580.80				
4M Plus		\$1,747,142.61				
TOTAL		\$11,823,985.07				

		3/31/2016
Fund #	Fund Name	Cash Balance
101	General Fund	\$1,768,085.79
211	Park Improvement Fund	\$13,612.93
212	Youth Programs Fund	\$1,494.25
214	DUI Forfeiture Fund	\$21,576.11
215	Special Initiatives Fund	\$5,905.72
217	Police Reserves Fund	\$5,028.41
221	Beautification Fund	\$88,319.72
222	Forfeiture Fund	\$5,491.08
223	Lodging Tax Fund	\$4,699.55
224	Economic Development Fund	\$428,328.73
225	Sewer Capacity Fund	\$162,754.31
226	Water Capacity Fund	\$176,651.77
227	PEG Access Fees Fund	\$51,374.57
229	Trunk Water Fund	\$155,038.65
230	Trunk Storm Fund	\$290,462.02
231	Trunk Sewer Fund	\$136,884.34
241	Local Sales Tax Fund (2007+)	\$42,479.31
250	Cemetery Fund	\$37,909.76
260	Regional Park Fund	\$7,667.27
261	Park District 1	\$175,763.89
262	Park District 2	\$113,256.96
263	Park District 3	\$36,037.54
264	Park District 4	\$14,713.40
265	Park District 5	\$44,439.61
266	Park District 6	\$62,209.02
267	Recreational Field Fund	\$11,878.67
319	GO Water Bonds 2008B	(\$37,131.92)
320	GO Utility Bonds 2009A	(\$78,924.70)
321	CIP Bonds 2009B	(\$97,024.96)
324	GO Bonds 2009E	\$1,202,475.88
325	GO Bonds 2010A	\$931,781.69
326	Sewer share of 2010B Refunding Bonds	(\$112,029.18)
327	MSA share of 2010B Refunding Bonds	\$142,673.68
328	Water share 2010B Refunding Bonds	(\$243,892.56)
329	2012A GO BONDS	\$12,680.30
330	2012A Bonds - refunds 312	(\$44,254.96)
331	2012A Bonds - refunds 315	(\$115,941.36)
332	2012 A Bonds - refund 316	\$712,528.04
333	2012A Bonds - refunds 318	\$363,675.41
334	2014A Bonds	\$683,902.99
335	2015A Bonds	\$0.00
336	2016A Bonds	(\$176.40)
402	Public Improvement Revolving Fund	\$2,202,394.49
405	MSA Street Maintenance Fund	\$107,126.44
410	Building Fund	(\$19,708.64)
412	PD Equipment Fund	(\$12,821.47)
413	FD Equipment Fund	\$48,571.31
414	PW Equipment Fund	(\$139,748.69)
415	Technology Fund	(\$7,870.11)
416	Emergency Management Fund	\$3,818.05

417	Street Improvement Fund	\$552,166.71
428	Pinecone Road Project	\$782,453.78
429	4th/50th Road Project	(\$133,186.66)
430	Community Center Project	(\$129,802.22)
431	Town Square/Angel of Hope	\$0.00
441	Pheasant Crest TIF District 5-2	\$9,975.52
444	Reker TIF District 5-4	\$154.54
445	Burl Oaks TIF District 5-5	\$1,657.89
601	Water Fund	\$1,148,382.78
602	Sewer Fund	\$100,725.81
603	Storm Fund	\$127,290.23
TOTALS		\$11,823,985.09

SCHEDULE A

Franchise Fee Rates:

Electric Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

<u>Class</u>	<u>Amount per month</u>
Residential	\$ _____
Sm C & I – Non-Dem	\$ _____
Sm C & I – Demand	\$ _____
Large C & I	\$ _____
Public Street Ltg	\$ _____
Muni Pumping –N/D	\$ _____
Muni Pumping – Dem	\$ _____

Franchise fees are submitted to the City on a quarterly basis as follows:

- January – March collections due by April 30.
- April – June collections due by July 31.
- July – September collections due by October 31.
- October – December collections due by January 31.

SCHEDULE A

Franchise Fee Rates:

Gas Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

<u>Class</u>	<u>Amount per month</u>
Residential	\$ _____
Commercial/Industrial Firm	\$ _____
Interruptible	\$ _____
Transportation Firm/Interruptible	\$ _____

Franchise fees are submitted to the City on a quarterly basis as follows:

- January – March collections due by April 30.
- April – June collections due by July 31.
- July – September collections due by October 31.
- October – December collections due by January 31.

Sartell

May 2016

SUN	MON	TUE	WED	THU	FRI	SAT
1	2 12:30 SSC BD, MTG 5:30 SPEC MTG EDC, PLANNING & CMBA 6:30 PM PLANNING COMMISSION	3	4	5	6	7
8	9 6 PM CITY COUNCIL	10 11:30 CHAMBER @ WATERS CHURCH	11	12 5 PM APO EXEC. BD	13	14
15	16	17 7 AM EDC MTG. 4 PM MTC BD MTG.	18 9 AM SALT AT PD	19	20	21
22	23 6 PM CITY COUNCIL	24	25	26 7 PM APO POLICY BD @ WP CITY HALL	27	28
29	30 MEMORIAL DAY CITY HALL CLOSED	31				

Sartell

June 2016

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6 12:30 SSC BD MTG 6:30 PLANNING COMM.	7	8	9 5 PM APO @ JIMMY'S POOR HOUSE	10	11
12	13 6 PM CITY COUNCIL	14 11:30 CHAMBER @ WATERS CHURCH	15 9 AM SALT @ PD	16	17	18
19	20	21 7 AM EDC MTG 4 PM MTC BD MTG	22	23	24	25
26	27 6 PM CITY COUNCIL	28 6:30 Planning Commis- sion	29	30		

SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department: Administration	Meeting Date: May 9, 2016	Agenda Item No. 12
Agenda Section: Closed Session	Item: Property Negotiations	
<p>BACKGROUND: The Council will meet in closed session to discuss potential terms for the City acquisition of the Sartell-LeSauk Government Center property, which is currently owned by the Government Center entity consisting of 60% City and 40% LeSauk Township ownership.</p>		
<p>COUNCIL ACTION REQUESTED: Discussion of possible purchase terms in closed session. Upon completion of Council discussion, meeting will be re-opened for possible approval action or to announce negotiations will continue and no action is being taken.</p>		