



SARTELL CITY COUNCIL AGENDA

Monday, August 14th, 2023

Sartell City Hall

6:00 PM

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1. **PLEDGE OF ALLEGIANCE**
 2. **AGENDA REVIEW AND ADOPTION**
 3. **OPEN FORUM/PUBLIC COMMENT** (must sign up in advance, up to 5 speakers allowed for up to 3 minutes each – no Council response or action is given to open forum comments other than referral to City Staff)
 4. **SPECIAL PRESENTATIONS**
 5. **APPROVAL OF CITY COUNCIL MINUTES**
 - a. July 24th – Regular Meeting Minutes
 6. **CONSENT AGENDA**
 - a. Approval of Voucher Payments (88460-88585 & 100619-100648)
 - b. Approval of Annexation
 - c. Approval of Temporary Liquor Licenses
 - d. Approval of Medical Equipment Grant
 - e. Approval of Professional Services Agreement
 - f. Approval of Police Vehicle Purchases
 - g. Approval of Revenue Bonds
 - h. Approval of Heritage Drive Trail Agreement
 - i. Approval of Ditch 13 Study & Design
 - j. Approval of Pond Maintenance Agreements
 7. **PUBLIC HEARINGS**
 - a. Cannabis Interim Ordinance and Title 7 Ordinance Amendments
 8. **NEW BUSINESS**
 - a. Community Grant Request
 - b. West Side Reconstruction
 9. **OLD BUSINESS**
 10. **DEPARTMENT REPORTS**
 - a. **Public Works/Engineering**
 - Monthly Report
 - b. **Fire**
 - Monthly Report
 - c. **Police**
 - Monthly Report

11. CITY COMMISSION UPDATES

12. CITY COUNCIL COMMITTEE UPDATES & MISCELLANEOUS BUSINESS

13. ADJOURN

SARTELL CITY COUNCIL MEETING MINUTES

Meeting Location: Sartell City Hall, Council Chambers

Meeting Date: **July 24th, 2023**

Pursuant to due call and notice thereof, a regular meeting of the Sartell City Council was held on July 24th, 2023, at Sartell City Hall. Mayor Ryan Fitzthum called the meeting to order at 6:00 p.m.

COUNCIL PRESENT: Mayor Fitzthum; Council Members Lewandowski, Smith, Elness, Meyer

COUNCIL ABSENT: None

STAFF PRESENT: Brandon Silgjord, Police Chief; Rob Voshell, Finance Director; John Kothenbeutel, Public Works Director; April Ryan, City Engineer; Peter Kedrowski, Fire Chief; Kari Theisen, Project Supervisor; Anna Gruber, City Administrator.

PLEDGE OF ALLEGIANCE

AGENDA REVIEW AND ADOPTION

Direction/Action

A motion was made by Elness and seconded by Meyer to approve the agenda as presented. The following voted:

Aye Votes: Fitzthum, Lewandowski, Smith, Elness, Meyer

Nay Votes: None

Motion Carried.

OPEN FORUM

Ron Euteneuer, 857 Rolling Green Court, Sartell, was present on behalf of the Sartell Historical Society to request the Council's consideration of donating the original logging building on the Mill Site to the Sartell Historical Society for a Museum.

SPECIAL PRESENTATIONS

APPROVAL OF CITY COUNCIL MINUTES

July 10th – Regular Meeting

July 10th – Special Meeting

July 10th – Special Meeting

Direction/Action

A motion was made by Lewandowski and seconded by Smith to approve the minutes as presented. The following voted:

Aye Votes: Fitzthum, Lewandowski, Smith, Elness, Meyer

Nay Votes: None

Motion Carried.

CONSENT AGENDA

- a. Approval of Voucher 88363-88456 & 100581-100618
- b. Approval of Annexation
- c. Approval of Fund Transfers and Closures
- d. Approval of Gambling Permit

e. Approval of Firehouse Subs K9 Grant

Direction/Action

A motion was made by Smith and seconded by Elness to approve the Consent Agenda items A-E.

The following voted:

Aye Votes: Fitzthum, Lewandowski, Smith, Elness, Meyer

Nay Votes: None

Motion Carried.

PUBLIC HEARINGS

Solar Ordinance

Theisen presented the final draft of the solar ordinance, as revised and approved by the Planning Commission.

A Public Hearing was opened at 6:21 pm.

Evan Carlson, Enterprise Energy, was present to thank staff and the Planning Commission for their thoughtful design of the Ordinance and efforts in such a short amount of time. He expressed that the Ordinance is more restrictive than the current Ordinance, but forward looking and functional.

The Public Hearing was closed at 6:24 pm.

The City Council discussed the Ordinance in depth. Lewandowski requested clarification on energy production reports and the timing of those reports, as well as the definition of “best use” in the Ordinance for development. Elness thanked the Planning Commission for their research and efforts in creating a thoughtful Ordinance and expressed concern over not getting any public input throughout the process. Elness also questioned the decommissioning process, which has not taken place in other communities to date to fully understand. Smith asked clarifying questions around future roadways being considered for setbacks, the financial guarantee being required from developers, terms of underground utilities, use of solar in residential districts, and also expressed a desire to gather public input. Meyer requested clarification on the 10mwh cap and how that was determined, as well as the remaining availability within the community before we achieve the 10mwh (70 acres). Fitzthum thanked the Planning Commission for their efforts and expressed appreciation for the unique Ordinance that focused more on restrictions and less on land use.

The City Council discussed the preference of public input, the best process for public input, and timelines for gathering the public input. Theisen provided clarification that an extension of the Moratorium would be required in order to gather public input. Theisen and Gruber provided timelines of no less than 3 months being needed to provide a survey, gather feedback, and analyze results for Council to make an informed decision on the proposed Ordinance. Fitzthum felt we have had enough public input and there had been enough press on the topic, Meyer felt public input was appropriate but should not require 3 months, Lewandowski requested a survey instead of public open house to expedite the process but overall agreed with desire to gather public input, Smith and Elness advocated for public input that provided an opportunity for the community to have additional awareness of the Ordinance prior to approval.

Direction/Action

A motion was made by Lewandowski and seconded by Elness to extend the Solar Moratorium for an additional 3 months to allow for a public survey to gather input. The following voted:

Aye Votes: Fitzthum, Lewandowski, Smith, Elness, Meyer

Nay Votes: None

Motion Carried.

Assessment Cancellations on AIM Parcels

Voshell presented the cancellation of assessments on any of the AIM parcels that were included in the sale of the Mill Site and 4th Avenue properties. This is a requirement of the sale.

The Public Hearing was opened at 7:11 pm and closed at 7:12 pm with no comments.

Direction/Action

A motion was made by Lewandowski and seconded by Smith to approve the cancellation of the AIM assessments from the City tax roll. The following voted:

Aye Votes: Fitzthum, Lewandowski, Smith, Elness, Meyer

Nay Votes: None

Motion Carried.

NEW BUSINESS

Central Minnesota Human Trafficking Task Force Grant

Chief Silgjord presented a request for 1 FTE from the Sartell Police Department to represent the Central Minnesota region on the Human Trafficking Task Force. This is a grant funded position and will require a backfill of the role. He also informed the Council that it will involve mental health check-ins and peer support of the officer selected in order to ensure they remain capable of performing the duties of the job.

Direction/Action

A motion was made by Elness and seconded by Meyer to approve the acceptance of the 1FTE role on the Central MN Human Trafficking Task Force and backfilling the 1 FTE on the Sartell Police Department. The following voted:

Aye Votes: Fitzthum, Lewandowski, Smith, Elness, Meyer

Nay Votes: None

Motion Carried.

OLD BUSINESS

19th Ave S Project Update

City Engineer Scott Lange provided an update to the Council on the 19th Ave S project, including that it is ahead of schedule, with curb and gutter taking place the first week of August and paving likely August 8th. The goal is to open the road the second week of August, if the weather cooperates. Lange also informed the Council that this would be his last meeting, as he took a role in the Black Hills as a City Engineer. He thanked the City for his 1.5 years and introduced Hunter Lunde as his replacement for Sartell.

DEPARTMENT REPORTS

- Administration: Gruber presented the monthly report.

- Finance: Voshell presented the monthly report.
- Community Development: Theisen presented the monthly report.

CITY COMMISSION UPDATES

CITY COUNCIL UPDATES AND MISCELLANEOUS BUSINESS

Lewandowski thanked the public works team and Sartell Baseball Association for a great summer at Pinecone Central Park for his sons baseball. He heard nothing but positive feedback and appreciates their efforts in providing the community amenity.

ADJOURN

A motion was made by Meyer and seconded by Elness to adjourn the meeting at 7:24 p.m. The motion carried unanimously.

Anna Gruber, City Administrator

Ryan Fitzthum, Mayor

Report Criteria:

Report type: Summary

Check.Check number = 88460-88585,100619-100648

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/23	07/14/2023	88460	485	RENGEL PRINTING CO INC	101-20200	1,252.50
07/23	07/14/2023	88461	167	RINKE-NOONAN	101-20200	10,244.00
07/23	07/14/2023	88462	102474	SAUK RAPIDS HARDWARE HANK	101-20200	35.53
07/23	07/14/2023	88463	103260	SCHEFERS, MAGGIE	101-20200	36.64
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSON INC	211-20200	132,139.41
07/23	07/14/2023	88465	101861	SITE ONE LANDSCAPE SUPPLY LLC	101-20200	22.02
07/23	07/14/2023	88466	162	ST CLOUD AREA FAMILY YMCA	101-20200	12,000.00
07/23	07/14/2023	88467	102595	STATE OF MN	101-20200	25.00
07/23	07/14/2023	88468	113	STEARNS CNTY AUDITOR-TREASURER	441-20200	28,494.14
07/23	07/14/2023	88469	484	STEARNS CNTY RECORDER	101-20200	114.00
07/23	07/14/2023	88470	103004	STEARNS COUNTY HIGHWAY	437-20200	15,077.66
07/23	07/14/2023	88471	100585	SUMMIT FIRE PROTECTION	101-20200	306.15
07/23	07/14/2023	88472	109	TENVOORDE FORD INC	101-20200	532.15
07/23	07/14/2023	88473	102571	TOPPAN MERRILL	446-20200	73,951.25
07/23	07/14/2023	88474	429	TRAUT COMPANIES	101-20200	4,182.50
07/23	07/14/2023	88475	102038	VAULT HEALTH -FSSOLUTIONS	101-20200	113.57
07/23	07/14/2023	88476	103547	WHITE CAP, LP	101-20200	6,465.58
07/23	07/14/2023	88477	102221	BOND TRUST SERVICES	337-20200	475.00
07/23	07/20/2023	88478	102918		101-20200	113.00
07/23	07/20/2023	88479	100749	AMERICAN PRESSURE INC	101-20200	132.50
07/23	07/20/2023	88480	841	BRAUN INTERTEC	437-20200	2,473.00
07/23	07/20/2023	88481	359	CENTRAL MN CEMETERY MAINTNANCE	250-20200	350.00
07/23	07/20/2023	88482	101275	EDP SOFTWARE	101-20200	24.50
07/23	07/20/2023	88483	101348	FLAGSHIP RECREATION LLC	211-20200	19,247.00
07/23	07/20/2023	88484	31	HAWKINS INC	601-20200	20,070.11
07/23	07/20/2023	88485	69	MARNANTELI S	101-20200	294.00
07/23	07/20/2023	88486	1460	MN HWY SAFETY & RESEARCH CENTR	101-20200	490.00
07/23	07/20/2023	88487	101395	MOMENTUM TRUCK GROUP	101-20200	273.46
07/23	07/20/2023	88488	103075	MOTOROLA SOLUTIONS	101-20200	200.00
07/23	07/20/2023	88489	103421	MUNICIPALH20	601-20200	4,200.00
07/23	07/20/2023	88490	100030	NELSON SANITATION & RENTAL INC	602-20200	3,085.00
07/23	07/20/2023	88491	100640	O REILLY AUTO PARTS	101-20200	73.77
07/23	07/20/2023	88492	100517	POWERHOUSE OUTDOOR EQUIP INC	101-20200	158.94
07/23	07/20/2023	88493	101853	PROFIELDS LLC	211-20200	4,652.50
07/23	07/20/2023	88494	202	RAPIDS UPHOLSTERY CO	101-20200	81.65
07/23	07/20/2023	88495	103409	RIVERSIDE HARDWARE	101-20200	175.26
07/23	07/20/2023	88496	101098	SANITATION SERVICES LLC	101-20200	1,695.00
07/23	07/20/2023	88497	101861	SITE ONE LANDSCAPE SUPPLY LLC	101-20200	301.84
07/23	07/20/2023	88498	638	SPECTRUM SUPPLY CO.	211-20200	129.72
07/23	07/20/2023	88499	1386	TERMINAL SUPPLY CO	101-20200	70.57
07/23	07/20/2023	88500	100272	TIREMAXX SERVICE CENTERS	101-20200	917.16
07/23	07/20/2023	88501	429	TRAUT COMPANIES	601-20200	350.00
07/23	07/27/2023	88502	102918		101-20200	231.45
07/23	07/27/2023	88503	100155	AAA SEWER & DRAIN CLEANING INC	602-20200	400.00
07/23	07/27/2023	88504	103466	ALBANY READY MIX	603-20200	424.00
07/23	07/27/2023	88505	103513	AME CONSULTATORY SERVICES LLC	455-20200	2,818.00
07/23	07/27/2023	88506	101752	AMERICAN DOOR WORKS	101-20200	26.40
07/23	07/27/2023	88507	100649	BEHRENBRINKER, STEPHEN C	101-20200	3,571.33
07/23	07/27/2023	88508	103348	BERNICKS	211-20200	533.56
07/23	07/27/2023	88509	841	BRAUN INTERTEC	417-20200	1,073.00
07/23	07/27/2023	88510	101869	BRIAN KLINEFELTER FOUNDATION	101-20200	40.00
07/23	07/27/2023	88511	100995	C & L EXCAVATING INC	241-20200	71,119.37

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/23	07/27/2023	88512	100778	CENTRA CARE HEALTH SYSTEM	101-20200	969.00
07/23	07/27/2023	88513	101760	COILS FLAGS & FLAGPOLES	101-20200	125.00
07/23	07/27/2023	88514	187	DESIGN ELECTRIC INC	101-20200	10,208.70
07/23	07/27/2023	88515	101937	DOOLEYS PETROLEUM INC	101-20200	1,967.00
07/23	07/27/2023	88516	102473	ELNESS, TIM	101-20200	635.82
07/23	07/27/2023	88517	415	EMERGENCY AUTOMOTIVE TECH INC	101-20200	64.38
07/23	07/27/2023	88518	103561	EVERLIGHT SOLAR	101-20200	127.50
07/23	07/27/2023	88519	455	FERGUSON WATERWORKS #2516	601-20200	278.31
07/23	07/27/2023	88520	102537	FERGUSON WATERWORKS #2518	601-20200	2,578.20
07/23	07/27/2023	88521	346	GALLS INC	101-20200	757.83
07/23	07/27/2023	88522	29	GENERAL RENTAL CENTER	101-20200	141.10
07/23	07/27/2023	88523	100875	GRANITE PEST CONTROL LLC	101-20200	159.00
07/23	07/27/2023	88524	103474	HENRY EMBROIDERY & SCREEN PRINTING	101-20200	564.25
07/23	07/27/2023	88525	293	INDEPENDENT SCHOOL DISTRICT 748	101-20200	4,875.00
07/23	07/27/2023	88526	101755	INNOVATIVE OFFICE SOLUTIONS LL	101-20200	157.92
07/23	07/27/2023	88527	102112	LEAGUE OF MN CITIES INSURANCE	101-20200	38,217.30
07/23	07/27/2023	88528	59	MARCO TECHNOLOGIES LLC-COPIERS	101-20200	907.38
07/23	07/27/2023	88529	410	MARTIN-MCALLISTER	101-20200	1,250.00
07/23	07/27/2023	88530	1147	MENARDS	101-20200	629.25
07/23	07/27/2023	88531	64	MIDWAY IRON & METAL	101-20200	731.57
07/23	07/27/2023	88532	102552	MINNESOTA PAVING & MATERIALS	101-20200	2,405.65
07/23	07/27/2023	88533	290	MN CHIEFS OF POLICE ASSN	101-20200	434.00
07/23	07/27/2023	88534	1250	M-R SIGN CO INC	101-20200	206.41
07/23	07/27/2023	88535	101171	MUSTANG SIGNS & GRAPHICS	224-20200	1,185.00
07/23	07/27/2023	88536	1105	MVTL LABORATORIES INC	602-20200	214.26
07/23	07/27/2023	88537	100640	O REILLY AUTO PARTS	101-20200	268.80
07/23	07/27/2023	88538	27	OXYGEN SERVICE COMPANY	101-20200	206.47
07/23	07/27/2023	88539	958	R L LARSON EXCAVATING INC	437-20200	754,235.65
07/23	07/27/2023	88540	101895	REINDERS INC	211-20200	2,127.31
07/23	07/27/2023	88541	485	RENGEL PRINTING CO INC	101-20200	1,127.62
07/23	07/27/2023	88542	103409	RIVERSIDE HARDWARE	101-20200	136.92
07/23	07/27/2023	88543	101516	SARTELL INDEPENDENT POLICE ASN	101-20200	184.00
07/23	07/27/2023	88544	100795	SHORT ELLIOTT HENDRICKSON INC	455-20200	2,980.00
07/23	07/27/2023	88545	103560	SILGJORD, BRANDON	101-20200	1,500.00
07/23	07/27/2023	88546	103152	SILVERSMITH, INC	601-20200	2,600.00
07/23	07/27/2023	88547	103559	ST PAUL POLICE DEPARTMENT	101-20200	50.00
07/23	07/27/2023	88548	103004	STEARNS COUNTY HIGHWAY	437-20200	458,647.72
07/23	07/27/2023	88549	101902	SYLVA CORPORATION INC	101-20200	2,228.40
07/23	07/27/2023	88550	429	TRAUT COMPANIES	601-20200	105.00
07/23	07/27/2023	88551	103547	WHITE CAP, LP	101-20200	6,465.58
07/23	07/27/2023	88552	103196	WHITEHEAD, DEREK	101-20200	4,062.78
07/23	07/27/2023	88553	118	ZIEGLER INC.	101-20200	750.96
07/23	07/27/2023	88554	100576	CHARTER COMMUNICATIONS	101-20200	204.44
08/23	08/03/2023	88564	102918		101-20200	289.55
08/23	08/03/2023	88565	100155	AAA SEWER & DRAIN CLEANING INC	602-20200	300.00
08/23	08/03/2023	88566	100995	C & L EXCAVATING INC	417-20200	128,535.00
08/23	08/03/2023	88567	103565	CIRCLE K STORES INC	101-20200	84.50
08/23	08/03/2023	88568	1178	DRIVER & VEHICLE SERVICES	101-20200	12.00
08/23	08/03/2023	88569	103469	FACTORY MOTOR PARTS	101-20200	27.06
08/23	08/03/2023	88570	346	GALLS INC	101-20200	587.99
08/23	08/03/2023	88571	31	HAWKINS INC	601-20200	3,892.57
08/23	08/03/2023	88572	100700	J P COOKE COMPANY	101-20200	51.95
08/23	08/03/2023	88573	59	MARCO TECHNOLOGIES LLC-COPIERS	101-20200	6,062.49
08/23	08/03/2023	88574	103542	MINNESOTA D.A.R.E.	212-20200	150.00
08/23	08/03/2023	88575	101395	MOMENTUM TRUCK GROUP	101-20200	348.22
08/23	08/03/2023	88576	103075	MOTOROLA SOLUTIONS	412-20200	27,291.36
08/23	08/03/2023	88577	1105	MVTL LABORATORIES INC	602-20200	154.13

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/23	08/03/2023	88578	100640	O REILLY AUTO PARTS	101-20200	78.66
08/23	08/03/2023	88579	27	OXYGEN SERVICE COMPANY	101-20200	181.53
08/23	08/03/2023	88580	101662	PERFORMANCE POOL & SPA INC	101-20200	37.97
08/23	08/03/2023	88581	879	RDO EQUIPMENT CO	101-20200	579.09
08/23	08/03/2023	88582	103409	RIVERSIDE HARDWARE	601-20200	14.99
08/23	08/03/2023	88583	449	SECURITY LOCKSMITHS	603-20200	5.00
08/23	08/03/2023	88584	103155	SHRED-IT	101-20200	92.18
08/23	08/03/2023	88585	429	TRAUT COMPANIES	601-20200	245.00
07/23	07/14/2023	100619	1398	XCEL ENERGY	601-20200	15.43
07/23	07/14/2023	100620	1398	XCEL ENERGY	602-20200	1,383.95
07/23	07/14/2023	100621	1398	XCEL ENERGY	101-20200	9,607.41
07/23	07/14/2023	100622	102221	BOND TRUST SERVICES	337-20200	.00 V
07/23	07/20/2023	100623	102069	ALLSTREAM	601-20200	282.73
07/23	07/20/2023	100624	103398	C&L DISTRIBUTING	211-20200	101.50
07/23	07/20/2023	100625	103019	FURTHER	101-20200	44,691.29
07/23	07/20/2023	100626	1398	XCEL ENERGY	101-20200	20.34
07/23	07/20/2023	100627	103019	FURTHER	101-20200	147.00
07/23	07/20/2023	100628	1398	XCEL ENERGY	101-20200	3,327.92
07/23	07/27/2023	100630	102829	ARVIG	101-20200	548.95
07/23	07/27/2023	100631	100576	CHARTER COMMUNICATIONS	101-20200	356.19
07/23	07/27/2023	100632	388	EFTPS VOICE RESPONSE SYSTEM	101-20200	40,901.19
07/23	07/27/2023	100633	101612	HEALTHPARTNERS CENTRAL MN CLINIC	101-20200	133.50
07/23	07/27/2023	100634	100247	MN DEPT OF LABOR & INDUSTRY	101-20200	7,441.72
07/23	07/27/2023	100635	22	MN DEPT OF REVENUE-SALES/USE	211-20200	2,134.00
07/23	07/27/2023	100636	1591	PURCHASE POWER-PITNEY BOWES	101-20200	500.00
07/23	07/20/2023	100637	100452	VERIZON WIRELESS	602-20200	399.69
07/23	07/27/2023	100638	102679	WEST CENTRAL SANITATION	101-20200	2,093.60
07/23	07/27/2023	100639	1398	XCEL ENERGY	601-20200	21.13
07/23	07/27/2023	100640	102829	ARVIG	101-20200	360.66
07/23	07/27/2023	100641	100576	CHARTER COMMUNICATIONS	227-20200	43.41
07/23	07/27/2023	100642	100576	CHARTER COMMUNICATIONS	601-20200	114.98
07/23	07/27/2023	100643	102829	ARVIG	101-20200	43.95
07/23	07/31/2023	100644	102221	BOND TRUST SERVICES	602-20200	1,337,662.50
07/23	07/31/2023	100645	101806	EMPOWER RETIREMENT	101-20200	11,311.96
07/23	07/31/2023	100646	103019	FURTHER	101-20200	809.80
07/23	07/31/2023	100647	258	MN DEPT OF REVENUE	101-20200	9,208.50
07/23	07/31/2023	100648	103558	NORTHLAND TRUST SERVICES, INC.	603-20200	597,917.22
Grand Totals:						<u><u>3,973,536.43</u></u>

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-20200	.00	272,546.05-	272,546.05-
101-20813	833.00	.00	833.00
101-20814	6,724.02	.00	6,724.02
101-20815	167.69	.00	167.69
101-20816	220.83	.00	220.83
101-20818	201.86	.00	201.86
101-20821	1.08	.00	1.08
101-21701	44,963.97	.00	44,963.97
101-21702	9,208.50	.00	9,208.50
101-21708	40.00	.00	40.00
101-21711	4,624.89	.00	4,624.89

GL Account	Debit	Credit	Proof
101-21712	6,687.07	.00	6,687.07
101-21713	45,501.09	.00	45,501.09
101-21718	184.00	.00	184.00
101-41-411-330	635.82	.00	635.82
101-41-414-131	280.50	.00	280.50
101-41-414-203	4,875.00	.00	4,875.00
101-41-414-308	47,201.30	.00	47,201.30
101-41-414-309	3,571.33	.00	3,571.33
101-41-414-320	356.19	.00	356.19
101-41-414-322	500.00	.00	500.00
101-41-414-384	42.11	.00	42.11
101-41-414-404	72.40	.00	72.40
101-41-414-406	40.25	.00	40.25
101-41-414-414	2,528.06	.00	2,528.06
101-41-465-303	3,343.95	.00	3,343.95
101-41-465-305	2,172.50	.00	2,172.50
101-41-465-308	1,180.50	.00	1,180.50
101-41-465-351	139.00	.00	139.00
101-42-421-135	2,219.00	.00	2,219.00
101-42-421-170	1,293.58	.00	1,293.58
101-42-421-200	417.49	.00	417.49
101-42-421-210	200.00	.00	200.00
101-42-421-305	128.82	.00	128.82
101-42-421-306	24.50	.00	24.50
101-42-421-320	548.95	.00	548.95
101-42-421-330	1,500.00	.00	1,500.00
101-42-421-340	540.00	.00	540.00
101-42-421-384	84.33	.00	84.33
101-42-421-404	84.50	.00	84.50
101-42-421-405	1,285.69	.00	1,285.69
101-42-421-406	865.84	.00	865.84
101-42-421-414	365.51	.00	365.51
101-42-421-434	434.00	.00	434.00
101-42-422-170	587.94	.00	587.94
101-42-422-320	43.95	.00	43.95
101-42-422-384	84.32	.00	84.32
101-42-422-405	389.87	.00	389.87
101-42-422-406	114.87	.00	114.87
101-42-422-414	325.12	.00	325.12
101-42-422-430	294.00	.00	294.00
101-42-424-332	60.00	.00	60.00
101-42-424-336	67.50	.00	67.50
101-42-425-381	225.75	.00	225.75
101-43-434-170	19.75	.00	19.75
101-43-434-203	216.75	.00	216.75
101-43-434-210	17,231.31	.00	17,231.31
101-43-434-303	2,482.00	.00	2,482.00
101-43-434-305	113.57	.00	113.57
101-43-434-320	204.44	.00	204.44
101-43-434-383	1,967.00	.00	1,967.00
101-43-434-384	311.06	.00	311.06
101-43-434-386	13,277.75	.00	13,277.75
101-43-434-403	206.41	.00	206.41
101-43-434-404	294.93	.00	294.93
101-43-434-405	702.21	.00	702.21
101-43-434-406	207.59	.00	207.59
101-43-434-413	141.10	.00	141.10

GL Account	Debit	Credit	Proof
101-43-434-417	9,857.20	.00	9,857.20
101-43-436-413	251.29	.00	251.29
101-45-451-320	360.66	.00	360.66
101-45-451-384	415.40	.00	415.40
101-45-451-406	394.60	.00	394.60
101-45-451-414	3,534.43	.00	3,534.43
101-45-452-170	33.80	.00	33.80
101-45-452-210	3,372.55	.00	3,372.55
101-45-452-320	24.39	.00	24.39
101-45-452-404	3,635.00	.00	3,635.00
101-45-452-413	2,600.09	.00	2,600.09
101-45-453-210	139.86	.00	139.86
101-45-453-305	12,000.00	.00	12,000.00
101-45-454-381	68.47	.00	68.47
211-20200	.00	28,362.55-	28,362.55-
211-20813	246.00	.00	246.00
211-45-452-201	764.78	.00	764.78
211-45-452-229	34.96	.00	34.96
211-45-452-303	1,290.00	.00	1,290.00
211-45-452-500	26,026.81	.00	26,026.81
212-20200	.00	150.00-	150.00-
212-42-421-430	150.00	.00	150.00
217-20200	.00	28.55-	28.55-
217-42-421-170	28.55	.00	28.55
224-20200	.00	1,185.00-	1,185.00-
224-46-465-305	1,185.00	.00	1,185.00
227-20200	.00	43.41-	43.41-
227-41-414-430	43.41	.00	43.41
241-20200	.00	38,854.87-	38,854.87-
241-46-465-303	2,325.00	.00	2,325.00
241-46-465-500	36,529.87	.00	36,529.87
243-20200	.00	1,390.00-	1,390.00-
243-46-465-303	1,390.00	.00	1,390.00
250-20200	.00	350.00-	350.00-
250-49-441-408	350.00	.00	350.00
337-20200	475.00	78,425.00-	77,950.00-
337-47-380-611	77,475.00	.00	77,475.00
337-47-380-620	950.00	475.00-	475.00
338-20200	.00	259,843.75-	259,843.75-
338-47-380-611	259,843.75	.00	259,843.75
340-20200	.00	30,300.00-	30,300.00-
340-47-380-611	30,300.00	.00	30,300.00
341-20200	.00	127,393.75-	127,393.75-
341-47-380-611	127,393.75	.00	127,393.75
342-20200	.00	50,850.00-	50,850.00-
342-47-380-611	50,850.00	.00	50,850.00
343-20200	.00	335,237.23-	335,237.23-
343-47-380-611	334,742.23	.00	334,742.23
343-47-380-620	495.00	.00	495.00
412-20200	.00	27,291.36-	27,291.36-
412-42-421-210	3,655.40	.00	3,655.40
412-42-421-500	23,635.96	.00	23,635.96
417-20200	.00	205,056.30-	205,056.30-
417-43-431-303	40,858.80	.00	40,858.80
417-43-431-305	1,073.00	.00	1,073.00
417-43-431-436	34,589.50	.00	34,589.50
417-43-431-500	128,535.00	.00	128,535.00

GL Account	Debit	Credit	Proof
437-20200	.00	1,276,620.18-	1,276,620.18-
437-46-465-303	80,982.95	.00	80,982.95
437-46-465-308	79.50	.00	79.50
437-46-465-500	1,195,557.73	.00	1,195,557.73
441-20200	.00	28,494.14-	28,494.14-
441-46-465-31050	28,494.14	.00	28,494.14
446-20200	.00	73,951.25-	73,951.25-
446-46-465-605	73,951.25	.00	73,951.25
454-20200	.00	13,984.60-	13,984.60-
454-46-465-303	13,984.60	.00	13,984.60
455-20200	.00	5,798.00-	5,798.00-
455-46-465-303	2,980.00	.00	2,980.00
455-46-465-305	2,818.00	.00	2,818.00
601-20200	56.90	886,312.46-	886,255.56-
601-20813	1,055.00	.00	1,055.00
601-49-400-610	690,000.00	.00	690,000.00
601-49-400-611	151,503.33	.00	151,503.33
601-49-493-170	26.16	.00	26.16
601-49-493-210	14.99	56.90-	41.91-
601-49-493-214	23,962.68	.00	23,962.68
601-49-493-227	2,856.51	.00	2,856.51
601-49-493-303	8,532.50	.00	8,532.50
601-49-493-305	6,287.50	.00	6,287.50
601-49-493-314	700.00	.00	700.00
601-49-493-320	397.71	.00	397.71
601-49-493-382	705.77	.00	705.77
601-49-493-387	15.43	.00	15.43
601-49-493-389	21.13	.00	21.13
601-49-493-406	233.75	.00	233.75
602-20200	.00	179,483.55-	179,483.55-
602-20817	126.24	.00	126.24
602-49-414-305	400.00	.00	400.00
602-49-496-303	9,271.91	.00	9,271.91
602-49-496-305	1,968.39	.00	1,968.39
602-49-496-320	375.30	.00	375.30
602-49-496-381	61.88	.00	61.88
602-49-496-401	3,085.00	.00	3,085.00
602-49-496-404	351.50	.00	351.50
602-49-496-611	163,843.33	.00	163,843.33
603-20200	.00	52,116.33-	52,116.33-
603-49-850-210	5.00	.00	5.00
603-49-850-303	2,554.00	.00	2,554.00
603-49-850-401	424.00	.00	424.00
603-49-850-611	49,133.33	.00	49,133.33
Grand Totals:	3,974,600.23	3,974,600.23-	.00

GL Account	Debit	Credit	Proof
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Report Criteria:

Report type: Summary

Check.Check number = 88460-88585,100619-100648

Check.Type = {<>} "Adjustment"

Report Criteria:

Report type: GL detail

Check.Check number = 88460-88585,100619-100648

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
88460										
07/23	07/14/2023	88460	485	RENGEL PRINTING CO INC	162258	1	101-41-465-305	.00	1,252.50	1,252.50
Total 88460:								.00		1,252.50
88461										
07/23	07/14/2023	88461	167	RINKE-NOONAN	358765	1	101-41-414-308	.00	1,225.00	1,225.00
07/23	07/14/2023	88461	167	RINKE-NOONAN	358766	1	101-41-414-308	.00	3,956.50	3,956.50
07/23	07/14/2023	88461	167	RINKE-NOONAN	358767	1	101-41-465-308	.00	844.50	844.50
07/23	07/14/2023	88461	167	RINKE-NOONAN	358768	1	437-46-465-308	.00	79.50	79.50
07/23	07/14/2023	88461	167	RINKE-NOONAN	358769	1	101-41-465-308	.00	84.00	84.00
07/23	07/14/2023	88461	167	RINKE-NOONAN	358770	1	101-41-414-308	.00	112.00	112.00
07/23	07/14/2023	88461	167	RINKE-NOONAN	358771	1	101-41-414-308	.00	3,574.50	3,574.50
07/23	07/14/2023	88461	167	RINKE-NOONAN	358772	1	101-41-465-308	.00	140.00	140.00
07/23	07/14/2023	88461	167	RINKE-NOONAN	358773	1	101-41-414-308	.00	116.00	116.00
07/23	07/14/2023	88461	167	RINKE-NOONAN	358774	1	101-41-465-308	.00	112.00	112.00
Total 88461:								.00		10,244.00
88462										
07/23	07/14/2023	88462	102474	SAUK RAPIDS HARDWARE HAN	06082023	1	601-49-493-210	.00	56.90-	56.90-
07/23	07/14/2023	88462	102474	SAUK RAPIDS HARDWARE HAN	22434/1	1	101-45-453-210	.00	19.98	19.98
07/23	07/14/2023	88462	102474	SAUK RAPIDS HARDWARE HAN	22553/1	1	101-42-422-405	.00	72.45	72.45
Total 88462:								.00		35.53
88463										
07/23	07/14/2023	88463	103260	SCHEFERS, MAGGIE	07082023	1	101-42-421-305	.00	36.64	36.64
Total 88463:								.00		36.64
88464										
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	447039	1	602-49-496-303	.00	5,899.75	5,899.75
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	447727	1	601-49-493-303	.00	4,592.50	4,592.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	447852	1	602-49-496-303	.00	1,818.41	1,818.41
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	447951	1	454-46-465-303	.00	13,984.60	13,984.60
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	447957	1	417-43-431-303	.00	2,675.00	2,675.00
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	447966	1	243-46-465-303	.00	1,390.00	1,390.00
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	447968	1	417-43-431-303	.00	1,504.50	1,504.50
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	447975	1	101-41-465-303	.00	375.50	375.50
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	447982	1	417-43-431-303	.00	6,593.30	6,593.30
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	448002	1	417-43-431-303	.00	8,580.00	8,580.00
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	448006	1	601-49-493-303	.00	230.00	230.00
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	448006	2	603-49-850-303	.00	2,554.00	2,554.00
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	448006	3	417-43-431-303	.00	1,100.00	1,100.00
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	448007	1	101-41-465-303	.00	1,689.85	1,689.85
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	448008	1	101-41-465-303	.00	1,278.60	1,278.60
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	448008	2	101-43-434-303	.00	2,482.00	2,482.00
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	448013	1	417-43-431-303	.00	12,232.50	12,232.50
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	448021	1	601-49-493-303	.00	3,710.00	3,710.00
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	448034	1	602-49-496-303	.00	1,553.75	1,553.75
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	448035	1	417-43-431-303	.00	8,173.50	8,173.50
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	448108	1	437-46-465-303	.00	46,106.65	46,106.65
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	448112	1	241-46-465-303	.00	2,325.00	2,325.00
07/23	07/14/2023	88464	100795	SHORT ELLIOTT HENDRICKSO	448113	1	211-45-452-303	.00	1,290.00	1,290.00
Total 88464:								.00	132,139.41	
88465										
07/23	07/14/2023	88465	101861	SITE ONE LANDSCAPE SUPPLY	131728353-0	1	101-45-452-210	.00	22.02	22.02
Total 88465:								.00	22.02	
88466										
07/23	07/14/2023	88466	162	ST CLOUD AREA FAMILY YMCA	0000003341	1	101-45-453-305	.00	6,000.00	6,000.00
07/23	07/14/2023	88466	162	ST CLOUD AREA FAMILY YMCA	0000003342	1	101-45-453-305	.00	6,000.00	6,000.00
Total 88466:								.00	12,000.00	
88467										
07/23	07/14/2023	88467	102595	STATE OF MN	JULY2023	1	101-41-465-351	.00	25.00	25.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 88467:								.00		25.00
88468										
07/23	07/14/2023	88468	113	STEARNS CNTY AUDITOR-TRE	JULY2023	1	441-46-465-310	.00	14,205.59	14,205.59
07/23	07/14/2023	88468	113	STEARNS CNTY AUDITOR-TRE	JULY2023	2	441-46-465-310	.00	14,288.55	14,288.55
Total 88468:								.00		28,494.14
88469										
07/23	07/14/2023	88469	484	STEARNS CNTY RECORDER	07072023	1	101-41-465-351	.00	114.00	114.00
Total 88469:								.00		114.00
88470										
07/23	07/14/2023	88470	103004	STEARNS COUNTY HIGHWAY	153-2023	1	437-46-465-303	.00	15,077.66	15,077.66
Total 88470:								.00		15,077.66
88471										
07/23	07/14/2023	88471	100585	SUMMIT FIRE PROTECTION	150031023	1	601-49-493-406	.00	233.75	233.75
07/23	07/14/2023	88471	100585	SUMMIT FIRE PROTECTION	150031689	1	101-41-414-404	.00	72.40	72.40
Total 88471:								.00		306.15
88472										
07/23	07/14/2023	88472	109	TENVOORDE FORD INC	5170471	1	101-42-421-405	.00	532.15	532.15
Total 88472:								.00		532.15
88473										
07/23	07/14/2023	88473	102571	TOPPAN MERRILL	JULY2023	1	446-46-465-605	.00	73,951.25	73,951.25
Total 88473:								.00		73,951.25
88474										
07/23	07/14/2023	88474	429	TRAUT COMPANIES	360427	1	601-49-493-305	.00	787.50	787.50
07/23	07/14/2023	88474	429	TRAUT COMPANIES	360509	1	101-45-452-404	.00	3,395.00	3,395.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 88474:								.00		4,182.50
88475										
07/23	07/14/2023	88475	102038	VAULT HEALTH -FSSOLUTIONS	FL00586040	1	101-43-434-305	.00	113.57	113.57
Total 88475:								.00		113.57
88476										
07/23	07/14/2023	88476	103547	WHITE CAP, LP	5002275738	1	101-43-434-210	.00	6,465.58	6,465.58
Total 88476:								.00		6,465.58
88477										
07/23	07/14/2023	88477	102221	BOND TRUST SERVICES	81809	1	337-47-380-620	.00	475.00	475.00
Total 88477:								.00		475.00
88478										
07/23	07/20/2023	88478	102918		2530160932	1	101-42-421-406	.00	56.50	56.50
07/23	07/20/2023	88478	102918		2530160932	2	101-42-422-406	.00	56.50	56.50
Total 88478:								.00		113.00
88479										
07/23	07/20/2023	88479	100749	AMERICAN PRESSURE INC	135853	1	101-43-434-406	.00	132.50	132.50
Total 88479:								.00		132.50
88480										
07/23	07/20/2023	88480	841	BRAUN INTERTEC	B349081	1	437-46-465-303	.00	2,473.00	2,473.00
Total 88480:								.00		2,473.00
88481										
07/23	07/20/2023	88481	359	CENTRAL MN CEMETERY MAIN	06302023	1	250-49-441-408	.00	350.00	350.00
Total 88481:								.00		350.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
88482										
07/23	07/20/2023	88482	101275	EDP SOFTWARE	1654	1	101-42-421-306	.00	24.50	24.50
Total 88482:								.00		24.50
88483										
07/23	07/20/2023	88483	101348	FLAGSHIP RECREATION LLC	F21274	1	211-45-452-500	.00	19,247.00	19,247.00
Total 88483:								.00		19,247.00
88484										
07/23	07/20/2023	88484	31	HAWKINS INC	6523840	1	601-49-493-214	.00	9,317.10	9,317.10
07/23	07/20/2023	88484	31	HAWKINS INC	6523841	1	601-49-493-214	.00	10,269.15	10,269.15
07/23	07/20/2023	88484	31	HAWKINS INC	6523841	2	601-49-493-214	.00	483.86	483.86
Total 88484:								.00		20,070.11
88485										
07/23	07/20/2023	88485	69	MARNANTELI S	07122023	1	101-42-422-430	.00	294.00	294.00
Total 88485:								.00		294.00
88486										
07/23	07/20/2023	88486	1460	MN HWY SAFETY & RESEARCH	337900-1017	1	101-42-421-340	.00	490.00	490.00
Total 88486:								.00		490.00
88487										
07/23	07/20/2023	88487	101395	MOMENTUM TRUCK GROUP	X194160261	1	101-42-422-405	.00	273.46	273.46
Total 88487:								.00		273.46
88488										
07/23	07/20/2023	88488	103075	MOTOROLA SOLUTIONS	8281667605	1	101-42-421-210	.00	200.00	200.00
Total 88488:								.00		200.00
88489										
07/23	07/20/2023	88489	103421	MUNICIPALH20	12606	1	601-49-493-305	.00	4,200.00	4,200.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 88489:								.00		4,200.00
88490										
07/23	07/20/2023	88490	100030	NELSON SANITATION & RENTA	INV/2023/68	1	602-49-496-401	.00	1,727.60	1,727.60
07/23	07/20/2023	88490	100030	NELSON SANITATION & RENTA	INV/2023/68	1	602-49-496-401	.00	1,357.40	1,357.40
Total 88490:								.00		3,085.00
88491										
07/23	07/20/2023	88491	100640	O REILLY AUTO PARTS	1572-408676	1	101-42-422-405	.00	16.90	16.90
07/23	07/20/2023	88491	100640	O REILLY AUTO PARTS	1572-408810	1	101-43-434-405	.00	15.97	15.97
07/23	07/20/2023	88491	100640	O REILLY AUTO PARTS	1572-408814	1	101-43-434-210	.00	40.90	40.90
Total 88491:								.00		73.77
88492										
07/23	07/20/2023	88492	100517	POWERHOUSE OUTDOOR EQU	676856	1	101-43-434-404	.00	158.94	158.94
Total 88492:								.00		158.94
88493										
07/23	07/20/2023	88493	101853	PROFIELDS LLC	23014	1	211-45-452-500	.00	2,200.00	2,200.00
07/23	07/20/2023	88493	101853	PROFIELDS LLC	23015	1	211-45-452-500	.00	1,727.50	1,727.50
07/23	07/20/2023	88493	101853	PROFIELDS LLC	23016	1	211-45-452-500	.00	725.00	725.00
Total 88493:								.00		4,652.50
88494										
07/23	07/20/2023	88494	202	RAPIDS UPHOLSTERY CO	23356	1	101-45-452-210	.00	81.65	81.65
Total 88494:								.00		81.65
88495										
07/23	07/20/2023	88495	103409	RIVERSIDE HARDWARE	4904	1	101-43-434-210	.00	8.99	8.99
07/23	07/20/2023	88495	103409	RIVERSIDE HARDWARE	6313	1	101-45-453-210	.00	9.99	9.99
07/23	07/20/2023	88495	103409	RIVERSIDE HARDWARE	6483	1	101-45-452-210	.00	1.49	1.49
07/23	07/20/2023	88495	103409	RIVERSIDE HARDWARE	6579	1	101-45-453-210	.00	71.92	71.92
07/23	07/20/2023	88495	103409	RIVERSIDE HARDWARE	6582	1	101-43-434-210	.00	82.87	82.87

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 88495:								.00		175.26
88496										
07/23	07/20/2023	88496	101098	SANITATION SERVICES LLC	14650	1	101-45-452-413	.00	1,695.00	1,695.00
Total 88496:								.00		1,695.00
88497										
07/23	07/20/2023	88497	101861	SITE ONE LANDSCAPE SUPPLY	132368760-0	1	101-45-452-210	.00	301.84	301.84
Total 88497:								.00		301.84
88498										
07/23	07/20/2023	88498	638	SPECTRUM SUPPLY CO.	77619	1	211-45-452-201	.00	129.72	129.72
Total 88498:								.00		129.72
88499										
07/23	07/20/2023	88499	1386	TERMINAL SUPPLY CO	54361-00	1	101-43-434-405	.00	70.57	70.57
Total 88499:								.00		70.57
88500										
07/23	07/20/2023	88500	100272	TIREMAXX SERVICE CENTERS	420877	1	101-45-452-404	.00	240.00	240.00
07/23	07/20/2023	88500	100272	TIREMAXX SERVICE CENTERS	55968	1	101-42-421-405	.00	677.16	677.16
Total 88500:								.00		917.16
88501										
07/23	07/20/2023	88501	429	TRAUT COMPANIES	360571	1	601-49-493-314	.00	70.00	70.00
07/23	07/20/2023	88501	429	TRAUT COMPANIES	360584	1	601-49-493-314	.00	105.00	105.00
07/23	07/20/2023	88501	429	TRAUT COMPANIES	360691	1	601-49-493-314	.00	105.00	105.00
07/23	07/20/2023	88501	429	TRAUT COMPANIES	360831	1	601-49-493-314	.00	70.00	70.00
Total 88501:								.00		350.00
88502										
07/23	07/27/2023	88502	102918		2530160908	1	101-43-434-406	.00	29.44	29.44

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/23	07/27/2023	88502	102918		2530160908	2	101-43-434-170	.00	19.75	19.75
07/23	07/27/2023	88502	102918		2530160908	3	101-45-452-170	.00	33.80	33.80
07/23	07/27/2023	88502	102918		2530160908	4	601-49-493-170	.00	26.16	26.16
07/23	07/27/2023	88502	102918		2530163384	1	101-45-451-406	.00	122.30	122.30
Total 88502:								.00		231.45
88503										
07/23	07/27/2023	88503	100155	AAA SEWER & DRAIN CLEANIN	51678	1	602-49-414-305	.00	400.00	400.00
Total 88503:								.00		400.00
88504										
07/23	07/27/2023	88504	103466	ALBANY READY MIX	77529	1	603-49-850-401	.00	424.00	424.00
Total 88504:								.00		424.00
88505										
07/23	07/27/2023	88505	103513	AME CONSULTATORY SERVICE	JUN&JUL202	1	455-46-465-305	.00	2,818.00	2,818.00
Total 88505:								.00		2,818.00
88506										
07/23	07/27/2023	88506	101752	AMERICAN DOOR WORKS	00-013984	1	101-43-434-406	.00	26.40	26.40
Total 88506:								.00		26.40
88507										
07/23	07/27/2023	88507	100649	BEHRENBRINKER, STEPHEN C	AUG2023	1	101-41-414-309	.00	3,571.33	3,571.33
Total 88507:								.00		3,571.33
88508										
07/23	07/27/2023	88508	103348	BERNICKS	10101554	1	211-45-452-201	.00	189.30	189.30
07/23	07/27/2023	88508	103348	BERNICKS	10104827	1	211-45-452-201	.00	344.26	344.26
Total 88508:								.00		533.56

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
88509										
07/23	07/27/2023	88509	841	BRAUN INTERTEC	B350043	1	417-43-431-305	.00	1,073.00	1,073.00
Total 88509:								.00		1,073.00
88510										
07/23	07/27/2023	88510	101869	BRIAN KLINEFELTER FOUNDAT	PR0722231	1	101-21708	.00	40.00	40.00
Total 88510:								.00		40.00
88511										
07/23	07/27/2023	88511	100995	C & L EXCAVATING INC	JUL2023	1	417-43-431-436	.00	34,589.50	34,589.50
07/23	07/27/2023	88511	100995	C & L EXCAVATING INC	JULY2023	1	241-46-465-500	.00	36,529.87	36,529.87
Total 88511:								.00		71,119.37
88512										
07/23	07/27/2023	88512	100778	CENTRA CARE HEALTH SYSTE	718899422	1	101-42-421-135	.00	969.00	969.00
Total 88512:								.00		969.00
88513										
07/23	07/27/2023	88513	101760	COILS FLAGS & FLAGPOLES	6967	1	101-45-452-210	.00	125.00	125.00
Total 88513:								.00		125.00
88514										
07/23	07/27/2023	88514	187	DESIGN ELECTRIC INC	19844	1	101-43-434-417	.00	4,726.14	4,726.14
07/23	07/27/2023	88514	187	DESIGN ELECTRIC INC	19846	1	602-49-496-404	.00	351.50	351.50
07/23	07/27/2023	88514	187	DESIGN ELECTRIC INC	19847	1	101-43-434-417	.00	5,131.06	5,131.06
Total 88514:								.00		10,208.70
88515										
07/23	07/27/2023	88515	101937	DOOLEYS PETROLEUM INC	15913	1	101-43-434-383	.00	1,521.00	1,521.00
07/23	07/27/2023	88515	101937	DOOLEYS PETROLEUM INC	498568	1	101-43-434-383	.00	446.00	446.00
Total 88515:								.00		1,967.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
88516										
07/23	07/27/2023	88516	102473	ELNESS, TIM	JULY2023	1	101-41-411-330	.00	635.82	635.82
Total 88516:								.00		635.82
88517										
07/23	07/27/2023	88517	415	EMERGENCY AUTOMOTIVE TE	DL070623-22	1	101-42-421-405	.00	64.38	64.38
Total 88517:								.00		64.38
88518										
07/23	07/27/2023	88518	103561	EVERLIGHT SOLAR	07212023	1	101-42-424-332	.00	60.00	60.00
07/23	07/27/2023	88518	103561	EVERLIGHT SOLAR	07212023	2	101-42-424-336	.00	67.50	67.50
Total 88518:								.00		127.50
88519										
07/23	07/27/2023	88519	455	FERGUSON WATERWORKS #25	0506816	1	601-49-493-227	.00	278.31	278.31
Total 88519:								.00		278.31
88520										
07/23	07/27/2023	88520	102537	FERGUSON WATERWORKS #25	0506766	1	601-49-493-227	.00	2,578.20	2,578.20
Total 88520:								.00		2,578.20
88521										
07/23	07/27/2023	88521	346	GALLS INC	024969112	1	101-42-421-170	.00	84.69	84.69
07/23	07/27/2023	88521	346	GALLS INC	025006228	1	101-42-421-170	.00	53.26	53.26
07/23	07/27/2023	88521	346	GALLS INC	025006242	1	101-42-421-170	.00	119.88	119.88
07/23	07/27/2023	88521	346	GALLS INC	025006246	1	101-42-421-170	.00	19.98	19.98
07/23	07/27/2023	88521	346	GALLS INC	025035837	1	101-42-421-170	.00	385.08	385.08
07/23	07/27/2023	88521	346	GALLS INC	025035841	1	101-42-421-170	.00	71.25	71.25
07/23	07/27/2023	88521	346	GALLS INC	025091537	1	101-42-422-170	.00	23.69	23.69
Total 88521:								.00		757.83
88522										
07/23	07/27/2023	88522	29	GENERAL RENTAL CENTER	1-1217019	1	101-43-434-413	.00	141.10	141.10

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 88522:								.00		141.10
88523										
07/23	07/27/2023	88523	100875	GRANITE PEST CONTROL LLC	127663	1	101-45-451-406	.00	159.00	159.00
Total 88523:								.00		159.00
88524										
07/23	07/27/2023	88524	103474	HENRY EMBROIDERY & SCREE	1824	1	101-42-422-170	.00	564.25	564.25
Total 88524:								.00		564.25
88525										
07/23	07/27/2023	88525	293	INDEPENDENT SCHOOL DISTR	AUG2023	1	101-41-414-203	.00	4,875.00	4,875.00
Total 88525:								.00		4,875.00
88526										
07/23	07/27/2023	88526	101755	INNOVATIVE OFFICE SOLUTION	IN4250797	1	101-42-421-200	.00	145.81	145.81
07/23	07/27/2023	88526	101755	INNOVATIVE OFFICE SOLUTION	IN4252071	1	101-42-421-200	.00	12.11	12.11
Total 88526:								.00		157.92
88527										
07/23	07/27/2023	88527	102112	LEAGUE OF MN CITIES INSURA	GL22077	1	101-41-414-308	.00	38,217.30	38,217.30
Total 88527:								.00		38,217.30
88528										
07/23	07/27/2023	88528	59	MARCO TECHNOLOGIES LLC-C	506410943	1	101-42-422-414	.00	325.12	325.12
07/23	07/27/2023	88528	59	MARCO TECHNOLOGIES LLC-C	506410943	2	101-43-434-203	.00	216.75	216.75
07/23	07/27/2023	88528	59	MARCO TECHNOLOGIES LLC-C	506411503	1	101-42-421-414	.00	365.51	365.51
Total 88528:								.00		907.38
88529										
07/23	07/27/2023	88529	410	MARTIN-MCALLISTER	15468	1	101-42-421-135	.00	1,250.00	1,250.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 88529:								.00		1,250.00
88530										
07/23	07/27/2023	88530	1147	MENARDS	12572	1	101-45-452-210	.00	612.15	612.15
07/23	07/27/2023	88530	1147	MENARDS	12672	1	101-43-434-210	.00	17.10	17.10
Total 88530:								.00		629.25
88531										
07/23	07/27/2023	88531	64	MIDWAY IRON & METAL	556025	1	101-43-434-210	.00	542.52	542.52
07/23	07/27/2023	88531	64	MIDWAY IRON & METAL	556325	1	101-43-434-210	.00	189.05	189.05
Total 88531:								.00		731.57
88532										
07/23	07/27/2023	88532	102552	MINNESOTA PAVING & MATERI	1774767	1	101-43-434-210	.00	202.15	202.15
07/23	07/27/2023	88532	102552	MINNESOTA PAVING & MATERI	1776010	1	101-43-434-210	.00	434.20	434.20
07/23	07/27/2023	88532	102552	MINNESOTA PAVING & MATERI	1776223	1	101-43-434-210	.00	205.40	205.40
07/23	07/27/2023	88532	102552	MINNESOTA PAVING & MATERI	1776568	1	101-43-434-210	.00	430.30	430.30
07/23	07/27/2023	88532	102552	MINNESOTA PAVING & MATERI	1776826	1	101-43-434-210	.00	469.95	469.95
07/23	07/27/2023	88532	102552	MINNESOTA PAVING & MATERI	1777011	1	101-43-434-210	.00	457.60	457.60
07/23	07/27/2023	88532	102552	MINNESOTA PAVING & MATERI	1777581	1	101-43-434-210	.00	206.05	206.05
Total 88532:								.00		2,405.65
88533										
07/23	07/27/2023	88533	290	MN CHIEFS OF POLICE ASSN	14493	1	101-42-421-434	.00	434.00	434.00
Total 88533:								.00		434.00
88534										
07/23	07/27/2023	88534	1250	M-R SIGN CO INC	220634	1	101-43-434-403	.00	206.41	206.41
Total 88534:								.00		206.41
88535										
07/23	07/27/2023	88535	101171	MUSTANG SIGNS & GRAPHICS	28881	1	224-46-465-305	.00	1,185.00	1,185.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 88535:								.00		1,185.00
88536										
07/23	07/27/2023	88536	1105	MVTL LABORATORIES INC	1207939	1	602-49-496-305	.00	214.26	214.26
Total 88536:								.00		214.26
88537										
07/23	07/27/2023	88537	100640	O REILLY AUTO PARTS	1572-409610	1	101-43-434-405	.00	71.65	71.65
07/23	07/27/2023	88537	100640	O REILLY AUTO PARTS	1572-409611	1	101-43-434-405	.00	94.59	94.59
07/23	07/27/2023	88537	100640	O REILLY AUTO PARTS	1572-409756	1	101-43-434-404	.00	52.85	52.85
07/23	07/27/2023	88537	100640	O REILLY AUTO PARTS	1572-409928	1	101-43-434-405	.00	49.71	49.71
Total 88537:								.00		268.80
88538										
07/23	07/27/2023	88538	27	OXYGEN SERVICE COMPANY	0008646807	1	101-43-434-210	.00	206.47	206.47
Total 88538:								.00		206.47
88539										
07/23	07/27/2023	88539	958	R L LARSON EXCAVATING INC	JULY2023	1	437-46-465-500	.00	754,235.65	754,235.65
Total 88539:								.00		754,235.65
88540										
07/23	07/27/2023	88540	101895	REINDERS INC	3097049-00	1	211-45-452-500	.00	2,127.31	2,127.31
Total 88540:								.00		2,127.31
88541										
07/23	07/27/2023	88541	485	RENGEL PRINTING CO INC	162128	1	101-42-421-200	.00	207.62	207.62
07/23	07/27/2023	88541	485	RENGEL PRINTING CO INC	162822	1	101-41-465-305	.00	920.00	920.00
Total 88541:								.00		1,127.62
88542										
07/23	07/27/2023	88542	103409	RIVERSIDE HARDWARE	2197	1	211-45-452-229	.00	14.98	14.98

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/23	07/27/2023	88542	103409	RIVERSIDE HARDWARE	2336	1	211-45-452-229	.00	19.98	19.98
07/23	07/27/2023	88542	103409	RIVERSIDE HARDWARE	7029	1	101-43-434-404	.00	6.18	6.18
07/23	07/27/2023	88542	103409	RIVERSIDE HARDWARE	7101	1	101-43-434-404	.00	49.80	49.80
07/23	07/27/2023	88542	103409	RIVERSIDE HARDWARE	7107	1	101-43-434-210	.00	36.99	36.99
07/23	07/27/2023	88542	103409	RIVERSIDE HARDWARE	7196	1	101-43-434-210	.00	8.99	8.99
Total 88542:								.00		136.92
88543										
07/23	07/27/2023	88543	101516	SARTELL INDPENDENT POLICE	PR0722231	1	101-21718	.00	184.00	184.00
Total 88543:								.00		184.00
88544										
07/23	07/27/2023	88544	100795	SHORT ELLIOTT HENDRICKSO	449944	1	455-46-465-303	.00	2,980.00	2,980.00
Total 88544:								.00		2,980.00
88545										
07/23	07/27/2023	88545	103560	SILGJORD, BRANDON	JULY2023	1	101-42-421-330	.00	1,500.00	1,500.00
Total 88545:								.00		1,500.00
88546										
07/23	07/27/2023	88546	103152	SILVERSMITH, INC	40530	1	602-49-496-305	.00	1,300.00	1,300.00
07/23	07/27/2023	88546	103152	SILVERSMITH, INC	40530	2	601-49-493-305	.00	1,300.00	1,300.00
Total 88546:								.00		2,600.00
88547										
07/23	07/27/2023	88547	103559	ST PAUL POLICE DEPARTMENT	07182023	1	101-42-421-340	.00	50.00	50.00
Total 88547:								.00		50.00
88548										
07/23	07/27/2023	88548	103004	STEARNS COUNTY HIGHWAY	161-2023	1	437-46-465-500	.00	441,322.08	441,322.08
07/23	07/27/2023	88548	103004	STEARNS COUNTY HIGHWAY	162-2023	1	437-46-465-303	.00	17,325.64	17,325.64

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 88548:								.00		458,647.72
88549										
07/23	07/27/2023	88549	101902	SYLVA CORPORATION INC	79203	1	101-45-452-210	.00	2,228.40	2,228.40
Total 88549:								.00		2,228.40
88550										
07/23	07/27/2023	88550	429	TRAUT COMPANIES	361094	1	601-49-493-314	.00	105.00	105.00
Total 88550:								.00		105.00
88551										
07/23	07/27/2023	88551	103547	WHITE CAP, LP	5002292594	1	101-43-434-210	.00	6,465.58	6,465.58
Total 88551:								.00		6,465.58
88552										
07/23	07/27/2023	88552	103196	WHITEHEAD, DEREK	07212022	1	101-21701	.00	4,062.78	4,062.78
Total 88552:								.00		4,062.78
88553										
07/23	07/27/2023	88553	118	ZIEGLER INC.	SI000359011	1	101-42-421-406	.00	750.96	750.96
Total 88553:								.00		750.96
88554										
07/23	07/27/2023	88554	100576	CHARTER COMMUNICATIONS	0193985060	1	101-43-434-320	.00	102.22	102.22
07/23	07/27/2023	88554	100576	CHARTER COMMUNICATIONS	0193985070	1	101-43-434-320	.00	102.22	102.22
Total 88554:								.00		204.44
88564										
08/23	08/03/2023	88564	102918		2530165854	1	101-43-434-406	.00	19.25	19.25
08/23	08/03/2023	88564	102918		2530165866	1	101-45-451-406	.00	113.30	113.30
08/23	08/03/2023	88564	102918		2530165878	1	101-41-414-406	.00	40.25	40.25
08/23	08/03/2023	88564	102918		2530165882	1	101-42-421-406	.00	58.38	58.38

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
08/23	08/03/2023	88564	102918		2530165882	2	101-42-422-406	.00	58.37	58.37
Total 88564:								.00		289.55
88565										
08/23	08/03/2023	88565	100155	AAA SEWER & DRAIN CLEANIN	51712	1	602-49-496-305	.00	300.00	300.00
Total 88565:								.00		300.00
88566										
08/23	08/03/2023	88566	100995	C & L EXCAVATING INC	TG_JULY202	1	417-43-431-500	.00	128,535.00	128,535.00
Total 88566:								.00		128,535.00
88567										
08/23	08/03/2023	88567	103565	CIRCLE K STORES INC	0886010823	1	101-42-421-404	.00	84.50	84.50
Total 88567:								.00		84.50
88568										
08/23	08/03/2023	88568	1178	DRIVER & VEHICLE SERVICES	08022023	1	101-42-421-405	.00	12.00	12.00
Total 88568:								.00		12.00
88569										
08/23	08/03/2023	88569	103469	FACTORY MOTOR PARTS	124-232158	1	101-42-422-405	.00	27.06	27.06
Total 88569:								.00		27.06
88570										
08/23	08/03/2023	88570	346	GALLS INC	025047737	1	101-42-421-170	.00	59.78	59.78
08/23	08/03/2023	88570	346	GALLS INC	025060173	1	217-42-421-170	.00	28.55	28.55
08/23	08/03/2023	88570	346	GALLS INC	025091548	1	101-42-421-170	.00	84.69	84.69
08/23	08/03/2023	88570	346	GALLS INC	025117328	1	101-42-421-170	.00	338.98	338.98
08/23	08/03/2023	88570	346	GALLS INC	025117344	1	101-42-421-170	.00	19.99	19.99
08/23	08/03/2023	88570	346	GALLS INC	025117358	1	101-42-421-170	.00	56.00	56.00
Total 88570:								.00		587.99

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
88571										
08/23	08/03/2023	88571	31	HAWKINS INC	6537129	1	601-49-493-214	.00	1,694.00	1,694.00
08/23	08/03/2023	88571	31	HAWKINS INC	6537130	1	601-49-493-214	.00	1,694.00	1,694.00
08/23	08/03/2023	88571	31	HAWKINS INC	6538590	1	601-49-493-214	.00	504.57	504.57
Total 88571:								.00		3,892.57
88572										
08/23	08/03/2023	88572	100700	J P COOKE COMPANY	789679	1	101-42-421-200	.00	51.95	51.95
Total 88572:								.00		51.95
88573										
08/23	08/03/2023	88573	59	MARCO TECHNOLOGIES LLC-C	506854371	1	101-41-414-414	.00	2,528.06	2,528.06
08/23	08/03/2023	88573	59	MARCO TECHNOLOGIES LLC-C	506854371	2	101-45-451-414	.00	3,534.43	3,534.43
Total 88573:								.00		6,062.49
88574										
08/23	08/03/2023	88574	103542	MINNESOTA D.A.R.E.	07272023	1	212-42-421-430	.00	150.00	150.00
Total 88574:								.00		150.00
88575										
08/23	08/03/2023	88575	101395	MOMENTUM TRUCK GROUP	X194162034:	1	101-43-434-405	.00	348.22	348.22
Total 88575:								.00		348.22
88576										
08/23	08/03/2023	88576	103075	MOTOROLA SOLUTIONS	1411024633	1	412-42-421-500	.00	22,135.96	22,135.96
08/23	08/03/2023	88576	103075	MOTOROLA SOLUTIONS	8281679047	1	412-42-421-500	.00	1,500.00	1,500.00
08/23	08/03/2023	88576	103075	MOTOROLA SOLUTIONS	8281680283	1	412-42-421-210	.00	3,655.40	3,655.40
Total 88576:								.00		27,291.36
88577										
08/23	08/03/2023	88577	1105	MVTL LABORATORIES INC	1209201	1	602-49-496-305	.00	154.13	154.13

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 88577:								.00		154.13
88578										
08/23	08/03/2023	88578	100640	O REILLY AUTO PARTS	1572-409895	1	101-43-434-405	.00	51.50	51.50
08/23	08/03/2023	88578	100640	O REILLY AUTO PARTS	1572-410681	1	101-43-434-404	.00	27.16	27.16
Total 88578:								.00		78.66
88579										
08/23	08/03/2023	88579	27	OXYGEN SERVICE COMPANY	0008649279	1	101-43-434-210	.00	181.53	181.53
Total 88579:								.00		181.53
88580										
08/23	08/03/2023	88580	101662	PERFORMANCE POOL & SPA IN	749068	1	101-45-453-210	.00	37.97	37.97
Total 88580:								.00		37.97
88581										
08/23	08/03/2023	88581	879	RDO EQUIPMENT CO	P1745403	1	101-43-434-210	.00	579.09	579.09
Total 88581:								.00		579.09
88582										
08/23	08/03/2023	88582	103409	RIVERSIDE HARDWARE	7708	1	601-49-493-210	.00	14.99	14.99
Total 88582:								.00		14.99
88583										
08/23	08/03/2023	88583	449	SECURITY LOCKSMITHS	165517	1	603-49-850-210	.00	5.00	5.00
Total 88583:								.00		5.00
88584										
08/23	08/03/2023	88584	103155	SHRED-IT	8004357433	1	101-42-421-305	.00	92.18	92.18
Total 88584:								.00		92.18

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
88585										
08/23	08/03/2023	88585	429	TRAUT COMPANIES	361147	1	601-49-493-314	.00	70.00	70.00
08/23	08/03/2023	88585	429	TRAUT COMPANIES	361275	1	601-49-493-314	.00	105.00	105.00
08/23	08/03/2023	88585	429	TRAUT COMPANIES	361309	1	601-49-493-314	.00	70.00	70.00
Total 88585:								.00		245.00
100619										
07/23	07/14/2023	100619	1398	XCEL ENERGY	835169100	1	601-49-493-387	.00	15.43	15.43
Total 100619:								.00		15.43
100620										
07/23	07/14/2023	100620	1398	XCEL ENERGY	834838854	1	101-42-425-381	.00	225.75	225.75
07/23	07/14/2023	100620	1398	XCEL ENERGY	834838854	2	101-43-434-386	.00	322.08	322.08
07/23	07/14/2023	100620	1398	XCEL ENERGY	834838854	3	101-45-454-381	.00	68.47	68.47
07/23	07/14/2023	100620	1398	XCEL ENERGY	834838854	4	601-49-493-382	.00	705.77	705.77
07/23	07/14/2023	100620	1398	XCEL ENERGY	834838854	5	602-49-496-381	.00	61.88	61.88
Total 100620:								.00		1,383.95
100621										
07/23	07/14/2023	100621	1398	XCEL ENERGY	834831355	1	101-43-434-386	.00	9,607.41	9,607.41
Total 100621:								.00		9,607.41
100622										
07/23	07/14/2023	100622	102221	BOND TRUST SERVICES	81809	1	337-47-380-620	.00	475.00	475.00
07/23	07/14/2023	100622	102221	BOND TRUST SERVICES	81809	1	337-47-380-620	.00	475.00-	475.00- V
Total 100622:								.00		.00
100623										
07/23	07/20/2023	100623	102069	ALLSTREAM	19622368	1	601-49-493-320	.00	282.73	282.73
Total 100623:								.00		282.73
100624										
07/23	07/20/2023	100624	103398	C&L DISTRIBUTING	1734025	1	211-45-452-201	.00	101.50	101.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 100624:								.00		101.50
100625										
07/23	07/20/2023	100625	103019	FURTHER	PR0708231	1	101-21713	.00	42,000.00	42,000.00
07/23	07/20/2023	100625	103019	FURTHER	PR0708231	2	101-21713	.00	2,691.29	2,691.29
Total 100625:								.00		44,691.29
100626										
07/23	07/20/2023	100626	1398	XCEL ENERGY	835812864	1	101-43-434-386	.00	20.34	20.34
Total 100626:								.00		20.34
100627										
07/23	07/20/2023	100627	103019	FURTHER	16572364	1	101-41-414-131	.00	147.00	147.00
Total 100627:								.00		147.00
100628										
07/23	07/20/2023	100628	1398	XCEL ENERGY	835864615	1	101-43-434-386	.00	3,327.92	3,327.92
Total 100628:								.00		3,327.92
100630										
07/23	07/27/2023	100630	102829	ARVIG	July 2023 P	1	101-42-421-320	.00	548.95	548.95
Total 100630:								.00		548.95
100631										
07/23	07/27/2023	100631	100576	CHARTER COMMUNICATIONS	0405553070	1	101-41-414-320	.00	356.19	356.19
Total 100631:								.00		356.19
100632										
07/23	07/27/2023	100632	388	EFTPS VOICE RESPONSE SYS	PR0722231	1	101-21701	.00	8,085.08	8,085.08
07/23	07/27/2023	100632	388	EFTPS VOICE RESPONSE SYS	PR0722231	2	101-21701	.00	18,518.11	18,518.11
07/23	07/27/2023	100632	388	EFTPS VOICE RESPONSE SYS	PR0722231	3	101-21701	.00	8,085.08	8,085.08
07/23	07/27/2023	100632	388	EFTPS VOICE RESPONSE SYS	PR0722231	4	101-21701	.00	3,106.46	3,106.46

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/23	07/27/2023	100632	388	EFTPS VOICE RESPONSE SYS	PR0722231	5	101-21701	.00	3,106.46	3,106.46
Total 100632:								.00		40,901.19
100633										
07/23	07/27/2023	100633	101612	HEALTHPARTNERS CENTRAL M	W853571	1	101-41-414-131	.00	133.50	133.50
Total 100633:								.00		133.50
100634										
07/23	07/27/2023	100634	100247	MN DEPT OF LABOR & INDUST	Q2 2023	1	101-20814	.00	6,724.02	6,724.02
07/23	07/27/2023	100634	100247	MN DEPT OF LABOR & INDUST	Q2 2023	2	101-20818	.00	201.86	201.86
07/23	07/27/2023	100634	100247	MN DEPT OF LABOR & INDUST	Q2 2023	3	101-20815	.00	167.69	167.69
07/23	07/27/2023	100634	100247	MN DEPT OF LABOR & INDUST	Q2 2023	4	101-20816	.00	220.83	220.83
07/23	07/27/2023	100634	100247	MN DEPT OF LABOR & INDUST	Q2 2023	5	602-20817	.00	126.24	126.24
07/23	07/27/2023	100634	100247	MN DEPT OF LABOR & INDUST	Q2 2023	6	101-20821	.00	1.08	1.08
Total 100634:								.00		7,441.72
100635										
07/23	07/27/2023	100635	22	MN DEPT OF REVENUE-SALES/	JUNE 2023	1	101-20813	.00	833.00	833.00
07/23	07/27/2023	100635	22	MN DEPT OF REVENUE-SALES/	JUNE 2023	2	601-20813	.00	1,055.00	1,055.00
07/23	07/27/2023	100635	22	MN DEPT OF REVENUE-SALES/	JUNE 2023	3	211-20813	.00	246.00	246.00
Total 100635:								.00		2,134.00
100636										
07/23	07/27/2023	100636	1591	PURCHASE POWER-PITNEY BO	JUNE 2023	1	101-41-414-322	.00	500.00	500.00
Total 100636:								.00		500.00
100637										
07/23	07/20/2023	100637	100452	VERIZON WIRELESS	9938924311	1	101-45-452-320	.00	24.39	24.39
07/23	07/20/2023	100637	100452	VERIZON WIRELESS	9938924311	2	602-49-496-320	.00	375.30	375.30
Total 100637:								.00		399.69
100638										
07/23	07/27/2023	100638	102679	WEST CENTRAL SANITATION	12824234	1	101-41-414-384	.00	42.11	42.11

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/23	07/27/2023	100638	102679	WEST CENTRAL SANITATION	12824234	2	101-45-451-384	.00	415.40	415.40
07/23	07/27/2023	100638	102679	WEST CENTRAL SANITATION	12824234	3	101-43-434-384	.00	311.06	311.06
07/23	07/27/2023	100638	102679	WEST CENTRAL SANITATION	12824234	4	101-45-452-413	.00	125.30	125.30
07/23	07/27/2023	100638	102679	WEST CENTRAL SANITATION	12824234	5	101-45-452-413	.00	125.30	125.30
07/23	07/27/2023	100638	102679	WEST CENTRAL SANITATION	12824234	6	101-45-452-413	.00	101.91	101.91
07/23	07/27/2023	100638	102679	WEST CENTRAL SANITATION	12824234	7	101-45-452-413	.00	552.58	552.58
07/23	07/27/2023	100638	102679	WEST CENTRAL SANITATION	12824234	8	101-43-436-413	.00	251.29	251.29
07/23	07/27/2023	100638	102679	WEST CENTRAL SANITATION	12824234	9	101-42-421-384	.00	84.33	84.33
07/23	07/27/2023	100638	102679	WEST CENTRAL SANITATION	12824234	10	101-42-422-384	.00	84.32	84.32
Total 100638:								.00		2,093.60
100639										
07/23	07/27/2023	100639	1398	XCEL ENERGY	835582093	1	601-49-493-389	.00	21.13	21.13
Total 100639:								.00		21.13
100640										
07/23	07/27/2023	100640	102829	ARVIG	July 2023 CC	1	101-45-451-320	.00	360.66	360.66
Total 100640:								.00		360.66
100641										
07/23	07/27/2023	100641	100576	CHARTER COMMUNICATIONS	0182830070	1	227-41-414-430	.00	43.41	43.41
Total 100641:								.00		43.41
100642										
07/23	07/27/2023	100642	100576	CHARTER COMMUNICATIONS	0196178070	1	601-49-493-320	.00	114.98	114.98
Total 100642:								.00		114.98
100643										
07/23	07/27/2023	100643	102829	ARVIG	July 2023 FD	1	101-42-422-320	.00	43.95	43.95
Total 100643:								.00		43.95
100644										
07/23	07/31/2023	100644	102221	BOND TRUST SERVICES	80185	1	337-47-380-611	.00	77,475.00	77,475.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
07/23	07/31/2023	100644	102221	BOND TRUST SERVICES	80186	1	338-47-380-611	.00	259,843.75	259,843.75
07/23	07/31/2023	100644	102221	BOND TRUST SERVICES	80186	2	601-49-400-611	.00	12,050.00	12,050.00
07/23	07/31/2023	100644	102221	BOND TRUST SERVICES	80187	1	601-49-400-610	.00	690,000.00	690,000.00
07/23	07/31/2023	100644	102221	BOND TRUST SERVICES	80187	2	601-49-400-611	.00	76,575.00	76,575.00
07/23	07/31/2023	100644	102221	BOND TRUST SERVICES	80188	1	340-47-380-611	.00	30,300.00	30,300.00
07/23	07/31/2023	100644	102221	BOND TRUST SERVICES	80189	1	341-47-380-611	.00	127,393.75	127,393.75
07/23	07/31/2023	100644	102221	BOND TRUST SERVICES	80190	1	342-47-380-611	.00	50,850.00	50,850.00
07/23	07/31/2023	100644	102221	BOND TRUST SERVICES	80190	2	601-49-400-611	.00	3,625.00	3,625.00
07/23	07/31/2023	100644	102221	BOND TRUST SERVICES	80190	3	602-49-496-611	.00	9,550.00	9,550.00
Total 100644:								.00		1,337,662.50
100645										
07/23	07/31/2023	100645	101806	EMPOWER RETIREMENT	PR0722231	1	101-21711	.00	874.02	874.02
07/23	07/31/2023	100645	101806	EMPOWER RETIREMENT	PR0722231	2	101-21712	.00	6,687.07	6,687.07
07/23	07/31/2023	100645	101806	EMPOWER RETIREMENT	PR0722231	3	101-21711	.00	3,750.87	3,750.87
Total 100645:								.00		11,311.96
100646										
07/23	07/31/2023	100646	103019	FURTHER	40688096	1	101-21713	.00	809.80	809.80
Total 100646:								.00		809.80
100647										
07/23	07/31/2023	100647	258	MN DEPT OF REVENUE	PR0722231	1	101-21702	.00	9,208.50	9,208.50
Total 100647:								.00		9,208.50
100648										
07/23	07/31/2023	100648	103558	NORTHLAND TRUST SERVICES	JULY2023	1	343-47-380-611	.00	334,742.23	334,742.23
07/23	07/31/2023	100648	103558	NORTHLAND TRUST SERVICES	JULY2023	2	343-47-380-620	.00	495.00	495.00
07/23	07/31/2023	100648	103558	NORTHLAND TRUST SERVICES	JULY2023	3	601-49-400-611	.00	59,253.33	59,253.33
07/23	07/31/2023	100648	103558	NORTHLAND TRUST SERVICES	JULY2023	4	602-49-496-611	.00	154,293.33	154,293.33
07/23	07/31/2023	100648	103558	NORTHLAND TRUST SERVICES	JULY2023	5	603-49-850-611	.00	49,133.33	49,133.33
Total 100648:								.00		597,917.22

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Grand Totals:								.00		3,973,536.43

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-20200	.00	272,546.05-	272,546.05-
101-20813	833.00	.00	833.00
101-20814	6,724.02	.00	6,724.02
101-20815	167.69	.00	167.69
101-20816	220.83	.00	220.83
101-20818	201.86	.00	201.86
101-20821	1.08	.00	1.08
101-21701	44,963.97	.00	44,963.97
101-21702	9,208.50	.00	9,208.50
101-21708	40.00	.00	40.00
101-21711	4,624.89	.00	4,624.89
101-21712	6,687.07	.00	6,687.07
101-21713	45,501.09	.00	45,501.09
101-21718	184.00	.00	184.00
101-41-411-330	635.82	.00	635.82
101-41-414-131	280.50	.00	280.50
101-41-414-203	4,875.00	.00	4,875.00
101-41-414-308	47,201.30	.00	47,201.30
101-41-414-309	3,571.33	.00	3,571.33
101-41-414-320	356.19	.00	356.19
101-41-414-322	500.00	.00	500.00
101-41-414-384	42.11	.00	42.11
101-41-414-404	72.40	.00	72.40
101-41-414-406	40.25	.00	40.25
101-41-414-414	2,528.06	.00	2,528.06
101-41-465-303	3,343.95	.00	3,343.95
101-41-465-305	2,172.50	.00	2,172.50
101-41-465-308	1,180.50	.00	1,180.50
101-41-465-351	139.00	.00	139.00
101-42-421-135	2,219.00	.00	2,219.00
101-42-421-170	1,293.58	.00	1,293.58

GL Account	Debit	Credit	Proof
101-42-421-200	417.49	.00	417.49
101-42-421-210	200.00	.00	200.00
101-42-421-305	128.82	.00	128.82
101-42-421-306	24.50	.00	24.50
101-42-421-320	548.95	.00	548.95
101-42-421-330	1,500.00	.00	1,500.00
101-42-421-340	540.00	.00	540.00
101-42-421-384	84.33	.00	84.33
101-42-421-404	84.50	.00	84.50
101-42-421-405	1,285.69	.00	1,285.69
101-42-421-406	865.84	.00	865.84
101-42-421-414	365.51	.00	365.51
101-42-421-434	434.00	.00	434.00
101-42-422-170	587.94	.00	587.94
101-42-422-320	43.95	.00	43.95
101-42-422-384	84.32	.00	84.32
101-42-422-405	389.87	.00	389.87
101-42-422-406	114.87	.00	114.87
101-42-422-414	325.12	.00	325.12
101-42-422-430	294.00	.00	294.00
101-42-424-332	60.00	.00	60.00
101-42-424-336	67.50	.00	67.50
101-42-425-381	225.75	.00	225.75
101-43-434-170	19.75	.00	19.75
101-43-434-203	216.75	.00	216.75
101-43-434-210	17,231.31	.00	17,231.31
101-43-434-303	2,482.00	.00	2,482.00
101-43-434-305	113.57	.00	113.57
101-43-434-320	204.44	.00	204.44
101-43-434-383	1,967.00	.00	1,967.00
101-43-434-384	311.06	.00	311.06
101-43-434-386	13,277.75	.00	13,277.75
101-43-434-403	206.41	.00	206.41
101-43-434-404	294.93	.00	294.93
101-43-434-405	702.21	.00	702.21
101-43-434-406	207.59	.00	207.59
101-43-434-413	141.10	.00	141.10
101-43-434-417	9,857.20	.00	9,857.20
101-43-436-413	251.29	.00	251.29
101-45-451-320	360.66	.00	360.66

GL Account	Debit	Credit	Proof
101-45-451-384	415.40	.00	415.40
101-45-451-406	394.60	.00	394.60
101-45-451-414	3,534.43	.00	3,534.43
101-45-452-170	33.80	.00	33.80
101-45-452-210	3,372.55	.00	3,372.55
101-45-452-320	24.39	.00	24.39
101-45-452-404	3,635.00	.00	3,635.00
101-45-452-413	2,600.09	.00	2,600.09
101-45-453-210	139.86	.00	139.86
101-45-453-305	12,000.00	.00	12,000.00
101-45-454-381	68.47	.00	68.47
211-20200	.00	28,362.55-	28,362.55-
211-20813	246.00	.00	246.00
211-45-452-201	764.78	.00	764.78
211-45-452-229	34.96	.00	34.96
211-45-452-303	1,290.00	.00	1,290.00
211-45-452-500	26,026.81	.00	26,026.81
212-20200	.00	150.00-	150.00-
212-42-421-430	150.00	.00	150.00
217-20200	.00	28.55-	28.55-
217-42-421-170	28.55	.00	28.55
224-20200	.00	1,185.00-	1,185.00-
224-46-465-305	1,185.00	.00	1,185.00
227-20200	.00	43.41-	43.41-
227-41-414-430	43.41	.00	43.41
241-20200	.00	38,854.87-	38,854.87-
241-46-465-303	2,325.00	.00	2,325.00
241-46-465-500	36,529.87	.00	36,529.87
243-20200	.00	1,390.00-	1,390.00-
243-46-465-303	1,390.00	.00	1,390.00
250-20200	.00	350.00-	350.00-
250-49-441-408	350.00	.00	350.00
337-20200	475.00	78,425.00-	77,950.00-
337-47-380-611	77,475.00	.00	77,475.00
337-47-380-620	950.00	475.00-	475.00
338-20200	.00	259,843.75-	259,843.75-
338-47-380-611	259,843.75	.00	259,843.75
340-20200	.00	30,300.00-	30,300.00-
340-47-380-611	30,300.00	.00	30,300.00
341-20200	.00	127,393.75-	127,393.75-

GL Account	Debit	Credit	Proof
341-47-380-611	127,393.75	.00	127,393.75
342-20200	.00	50,850.00-	50,850.00-
342-47-380-611	50,850.00	.00	50,850.00
343-20200	.00	335,237.23-	335,237.23-
343-47-380-611	334,742.23	.00	334,742.23
343-47-380-620	495.00	.00	495.00
412-20200	.00	27,291.36-	27,291.36-
412-42-421-210	3,655.40	.00	3,655.40
412-42-421-500	23,635.96	.00	23,635.96
417-20200	.00	205,056.30-	205,056.30-
417-43-431-303	40,858.80	.00	40,858.80
417-43-431-305	1,073.00	.00	1,073.00
417-43-431-436	34,589.50	.00	34,589.50
417-43-431-500	128,535.00	.00	128,535.00
437-20200	.00	1,276,620.18-	1,276,620.18-
437-46-465-303	80,982.95	.00	80,982.95
437-46-465-308	79.50	.00	79.50
437-46-465-500	1,195,557.73	.00	1,195,557.73
441-20200	.00	28,494.14-	28,494.14-
441-46-465-31050	28,494.14	.00	28,494.14
446-20200	.00	73,951.25-	73,951.25-
446-46-465-605	73,951.25	.00	73,951.25
454-20200	.00	13,984.60-	13,984.60-
454-46-465-303	13,984.60	.00	13,984.60
455-20200	.00	5,798.00-	5,798.00-
455-46-465-303	2,980.00	.00	2,980.00
455-46-465-305	2,818.00	.00	2,818.00
601-20200	56.90	886,312.46-	886,255.56-
601-20813	1,055.00	.00	1,055.00
601-49-400-610	690,000.00	.00	690,000.00
601-49-400-611	151,503.33	.00	151,503.33
601-49-493-170	26.16	.00	26.16
601-49-493-210	14.99	56.90-	41.91-
601-49-493-214	23,962.68	.00	23,962.68
601-49-493-227	2,856.51	.00	2,856.51
601-49-493-303	8,532.50	.00	8,532.50
601-49-493-305	6,287.50	.00	6,287.50
601-49-493-314	700.00	.00	700.00
601-49-493-320	397.71	.00	397.71
601-49-493-382	705.77	.00	705.77

GL Account	Debit	Credit	Proof
601-49-493-387	15.43	.00	15.43
601-49-493-389	21.13	.00	21.13
601-49-493-406	233.75	.00	233.75
602-20200	.00	179,483.55-	179,483.55-
602-20817	126.24	.00	126.24
602-49-414-305	400.00	.00	400.00
602-49-496-303	9,271.91	.00	9,271.91
602-49-496-305	1,968.39	.00	1,968.39
602-49-496-320	375.30	.00	375.30
602-49-496-381	61.88	.00	61.88
602-49-496-401	3,085.00	.00	3,085.00
602-49-496-404	351.50	.00	351.50
602-49-496-611	163,843.33	.00	163,843.33
603-20200	.00	52,116.33-	52,116.33-
603-49-850-210	5.00	.00	5.00
603-49-850-303	2,554.00	.00	2,554.00
603-49-850-401	424.00	.00	424.00
603-49-850-611	49,133.33	.00	49,133.33
Grand Totals:	<u>3,974,600.23</u>	<u>3,974,600.23-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check.Check number = 88460-88585,100619-100648

Check.Type = {<>} "Adjustment"

Report Criteria:

Detail Report

Check.Check number = 88460-88585

Check Number	Check Issue Date	Payee				
88555	07/28/2023	EVANS, MICHAEL				
Sequence	Source	Description	GL Account	Amount	Check Amount	
1	SEWER	Refund overpayment	001-10105	19.10		
2	STORM	Refund overpayment	001-10105	3.13	22.23	
88556	07/28/2023	GAFFKE, DREW				
Sequence	Source	Description	GL Account	Amount	Check Amount	
1	WATER	Refund overpayment	001-10105	79.76		
2	SEWER	Refund overpayment	001-10105	119.09		
3	STORM	Refund overpayment	001-10105	31.91	230.76	
88557	07/28/2023	GALLAGHER, JEREMY/TERESA				
Sequence	Source	Description	GL Account	Amount	Check Amount	
1	WATER	Refund overpayment	001-10105	25.13		
2	SEWER	Refund overpayment	001-10105	58.62		
3	STORM	Refund overpayment	001-10105	18.59	102.34	
88558	07/28/2023	HOLLENHORST, LUELLA				
Sequence	Source	Description	GL Account	Amount	Check Amount	
1	WATER	Refund overpayment	001-10105	2.00		
2	STORM	Refund overpayment	001-10105	3.00	5.00	
88559	07/28/2023	LLOYD, RACHAEL/MICHAEL				
Sequence	Source	Description	GL Account	Amount	Check Amount	
1	WATER	Refund overpayment	001-10105	44.09		
2	SEWER	Refund overpayment	001-10105	43.28		
3	STORM	Refund overpayment	001-10105	22.32	109.69	
88560	07/28/2023	LOLMASTEYMAUGH, RACHAEL/KENNETH				
Sequence	Source	Description	GL Account	Amount	Check Amount	
1	WATER	Refund overpayment	001-10105	39.67	39.67	
88561	07/28/2023	MAALIS, JACOB				

Sequence	Source	Description	GL Account	Amount	Check Amount
1	WATER	Refund overpayment	001-10105	54.21	
2	SEWER	Refund overpayment	001-10105	733.00	
3	NONCOM	Refund overpayment	001-10105	378.35	
4	STORM	Refund overpayment	001-10105	391.20	1,556.76

88562 07/28/2023 UFER, BRAD

Sequence	Source	Description	GL Account	Amount	Check Amount
1	WATER	Refund overpayment	001-10105	16.39	
2	SEWER	Refund overpayment	001-10105	23.17	
3	STORM	Refund overpayment	001-10105	15.44	55.00

88563 07/28/2023 WITT, STACEY/DARRIN

Sequence	Source	Description	GL Account	Amount	Check Amount
1	WATER	Refund overpayment	001-10105	61.35	
2	SEWER	Refund overpayment	001-10105	56.85	
3	STORM	Refund overpayment	001-10105	14.69	132.89

Grand Totals:

2,254.34

Report Criteria:

Detail Report

Check.Check number = 88460-88585



STAFF MEMO

Lead Department and Contact: Community Development – Kari Theisen	Meeting Date: August 14, 2023	Agenda Item No. 06b
Agenda Section: Consent	Goal Area: Livable City	Item: Approval of Annexation
PREVIOUS COUNCIL REVIEW OR ACTION: None.		
BOARD/COMMISSION/COMMITTEE RECOMMENDATION: Approve annexation request per OAA.		
BACKGROUND: Applicant Information: City of Sartell Current Zoning: R-1 Town Residential – Le Sauk Township Future Land Use: R-1 Single Family Residential Requested Plan: Annexation into the City of Sartell Location: 17.09169.0000 & 17.09169.0500		
ANNEXATION The Applicant is requesting to annex the property located at PID: 17.09169.0000 & 17.09169.0500 from LeSauk Township to the City of Sartell. The purpose for this annexation is to be able to plat the properties into two parcels for future commercial development, specifically a daycare center project. The Preliminary and Final Plat will be reviewed according to our Platting Procedures once submitted; the developer intends to submit these items in 2023.		
RECURRING REQUEST: No.		
PROPOSED BUDGET/FISCAL IMPACT: None.		
OPPORTUNITY COST IF APPROVED: None.		
COUNCIL ACTIONS REQUESTED: Approval of Consent Agenda items serves as approval for this item. If the item is pulled, a separate motion and 2 nd is required.		
ATTACHMENTS: Resolution, Annexation Application, Supporting Documents.		

RESOLUTION NO. _____

**RESOLUTION ACCEPTING PETITION AND APPROVING ANNEXATION
UNDER OA-276 SARTELL/LESAUK TOWNSHIP
PARCEL #17.09169.000 & 17.09169.0500**

WHEREAS, the City of Sartell and the Town of LeSauk are parties to an orderly annexation agreement by the Municipal Boundary Adjustment Unit as OA-276 and as amended; and

WHEREAS, in OA-276 and as amended, the Town and the City mutually stated that the agreement set forth all the conditions for annexation of the area designated for orderly annexation and that no consideration by the Municipal Boundary Adjustments Unit is necessary. The Municipal Boundary Adjustments Unit may review and comment but shall, within thirty (30) days, order annexation in accordance with the terms and conditions of this agreement; and

WHEREAS, a petition for annexation was filed with the Sartell City Administrator-Clerk on July 26, 2023; and

WHEREAS, the petition was signed by 100% of the affected property owners; and

WHEREAS, the petition was presented to the City Council for their review at a regular meeting held on August 14, 2023; and

WHEREAS, the quantity of land embraced within the area described in the petition and bounded herein is not in excess of 200 acres of land, no part of which is included within the limits of any other incorporated city; and

WHEREAS, a public hearing is not required to be held by the City because 100% of the property owners of the land to be annexed signed the petition; and

WHEREAS, the land described in the petition does abut upon the present city limits thereof and is included in an existing orderly annexation agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SARTELL, MINNESOTA: That the City Council hereby determines that the annexation will be in the best interest of the City and of the territory affected; that the territory described herein does abut upon the City limits and is urban or suburban in character; and that none of said territory is now included within the limits of any incorporated city.

BE IT ALSO RESOLVED: That the Town and the City mutually state that the joint resolution and agreement sets forth all the conditions for annexation of the area designated herein for orderly annexation and that no consideration by the Municipal Boundary Adjustments is necessary. The Municipal Boundary Adjustments may review and comment but shall, within thirty (30) days, order annexation in accordance with the terms and conditions of this agreement.

BE IT FURTHER RESOLVED: That the City of Sartell will act as the Local Governmental Unit, for purposes of administering environmental reviews, in addition to local subdivision and zoning regulations, upon such time as the annexation is reviewed by the Municipal Boundary Adjustments. No official applications will be reviewed by the City Council until the annexation correspondence from the Municipal Boundary Adjustments has been received by the Stearns County Auditor.

BE IT FURTHER RESOLVED: That the future land use plan designates the property as R-1 Single Family Residential.

BE IT FURTHER RESOLVED: That said property is being annexed to the City of Sartell under the current zoning classification of R-1, Single Family Residential it is 17 acres, and has a population of 0.

BE IT FURTHER RESOLVED: That the following described property in **Exhibit A** is hereby annexed to the City of Sartell, Minnesota, the same as if it had originally been made a part thereof:

ADOPTED BY THE SARTELL CITY COUNCIL THIS 14th DAY OF AUGUST 2023.

Mayor

ATTEST:

City Administrator

CITY SEAL:

THIS INSTRUMENT DRAFTED BY:

City of Sartell
125 Pinecone Road North
Sartell, MN 56377
(320) 253-2171

EXHIBIT A
LEGAL DESCRIPTION

That part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 125, range 28, commencing at the point of intersection of the center line of County Aid Road No. 120 and the East line of said Southwest Quarter of the Southeast Quarter; thence West on the center line of said road, 132.00 feet to the point of beginning of the lands to be conveyed; thence North parallel with the East line of said Southwest Quarter of the Southeast Quarter 660.00 feet; thence West parallel to the center line of County Aid Road No. 120 to the West line of said Southwest Quarter of the Southeast Quarter; thence South on the West line of said Southwest Quarter of the Southeast Quarter to the center line of County Aid Road No. 120; thence East on the center line of County Aid Road No. 120 to the point of beginning.

PID: 17.09169.0000 & 17.09169.0500

Annexation Petition

Print

Submitted by: Bradford Egan - 814 Services LLC Bradford Egan - 814 Services LLC

Submitted On: 2023-07-26 09:11:27

Submission IP: (96.66.24.169)
proxy-IP (raw-IP)

Assigned To: Kari Theisen

Due Date: Open

Status: Payment Required

Priority: Normal

Attachments

- [2023.07.25 Sartell MN ANNEX.PDF](#) - 2023-07-26 09:11:28 am
- [2023.07.25 Sartell MN ANNEX.PDF](#) - 2023-07-26 09:11:28 am

ANNEXATION PETITION

FEES:

\$450.00 payable to the City of Sartell

AND

Payable to the State of Minnesota - \$2.00 per acre, minimum of \$25.00, maximum of \$200

In the matter of the Petition of certain persons for annexation pursuant to Minnesota Statute, Section 414:

* Petition Contact Person

Bradford Egan - 814 Services LLC

Phone

Email

3135301456

began@814cre.com

* Address

1695 12 MILE RD

* City

* State

BERKLEY

MI

* Reason for requesting annexation:

Utility availability and city services.

* Site Drawing or Survey

* Legal Description

Choose File

No file chosen

Choose File

No file chosen

The Site Drawing or Survey field is required

The Legal Description field is required

Please submit a site drawing or survey of the proposed annexation area.

Please Submit the full current legal description for the property to be annexed into the City of Sartell.

* Signature

Bradford Egan, Development Manager - 814 Services, LLC

Please have the contact person for the annexation petition sign here (by typing your name it serves as the signature for the annexation petition).

. . .

* Percentage of land owners signing annexation petition

100% Owner Representative

Please provide the percentage (%) of the land owners who have signed the annexation petition to be annexed into the City of Sartell from LeSauk Township.

Number of petitioners required:

If 100% of the property owners are not in agreement to annex, please provide the total number of petitioners as well as the number of petitioners who have signed the annexation petition/agreement.

* That the property is

- ☒ UNPLATTED
- ☐ PLATTED

* Population

0

Provide the total population of the area to be annexed.

* Property Area in Acres

Approx. 17 acres

Please provide the total area of acres proposed to be annexed.

Parcel Number(s) of the area to be annexed

17.09169.0500 & 17.09169.0000

Provide all parcel numbers of the area to be annexed.

. . .

ANNEXATION DETAILS
PLEASE READ CAREFULLY

The reason for the requested annexation is to obtain City services, which may include municipal water and/or sewer service. If all forms of municipal utility service are not readily available at the time of annexation, this petition will also constitute a petition of record in favor of the installation of municipal utility services at such time as the City of Sartell determines it feasible. We understand that when municipal utility service is made readily available to the property(s), the property(s) is **required** to connect to the service(s) and to pay the applicable fees in accordance with City policy as of the date of connection. We understand that we are responsible to hire and pay a private excavator to install private service line(s) to the public line(s).

* We understand the above statements and details related to annexation:

- ☒ YES
- ☐ NO

. . .

PETITIONER REQUEST: That Pursuant to M.S. 414, said property to be annexed to and included within the City of Sartell and the postal designation for this property shall be Sartell, MN 56377.

* **Date**

07/26/2023

Format: MM/DD/YYYY

* **E-Signature(s) of Property Owner or Representative**

Bradford Egan

"I understand that I am signing Annexation Petition and I agree to all the terms and conditions of the form."



July 26, 2023

Kari Theisen
Project Supervisor
125 Pinecone Road N.
Sartell, MN 56377

Re: Day Care Center - 581 County Rd 120 : Annexation Fees

Dear Kari,

Enclosed please find the necessary annexation fees for City of Sartell (\$450) and the State of Minnesota (\$34), regarding the above referenced day care center project.

Please let me know if any additional information is needed. Your assistance is appreciated.
Thank you.

Sincerely,

Bradford Egan
Development Manager
Cell: 313.530.1345
Email: began@814cre.com

Thanks Kari!

SKETCH & DESCRIPTION

FOR: EIG14T COMMERCIAL REAL ESTATE

PROPERTY TO BE ANNEXED

That part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 125, range 28, commencing at the point of intersection of the center line of County Aid Road No. 120 and the East line of said Southwest Quarter of the Southeast Quarter; thence West on the center line of said road, 132.00 feet to the point of beginning of the lands to be conveyed; thence North parallel with the East line of said Southwest Quarter of the Southeast Quarter 660.00 feet; thence West parallel to the center line of County Aid Road No. 120 to the West line of said Southwest Quarter of the Southeast Quarter; thence South on the West line of said Southwest Quarter of the Southeast Quarter to the center line of County Aid Road No. 120; thence East on the center line of County Aid Road No. 120 to the point of beginning.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Minnesota.

Signed this 25th day of July, 2023
For: James R. Hill, Inc.

By:



Marcus F. Hampton, Land Surveyor, MN License No. 47481

DRAWN BY										
	MFH									
DATE	07/25/2023									
REVISIONS										
PROJECT NO.										
	24096-00									
CAD FILE										
	24096skt1.dwg									
PAGE 1 OF 2										



James R. Hill, Inc.

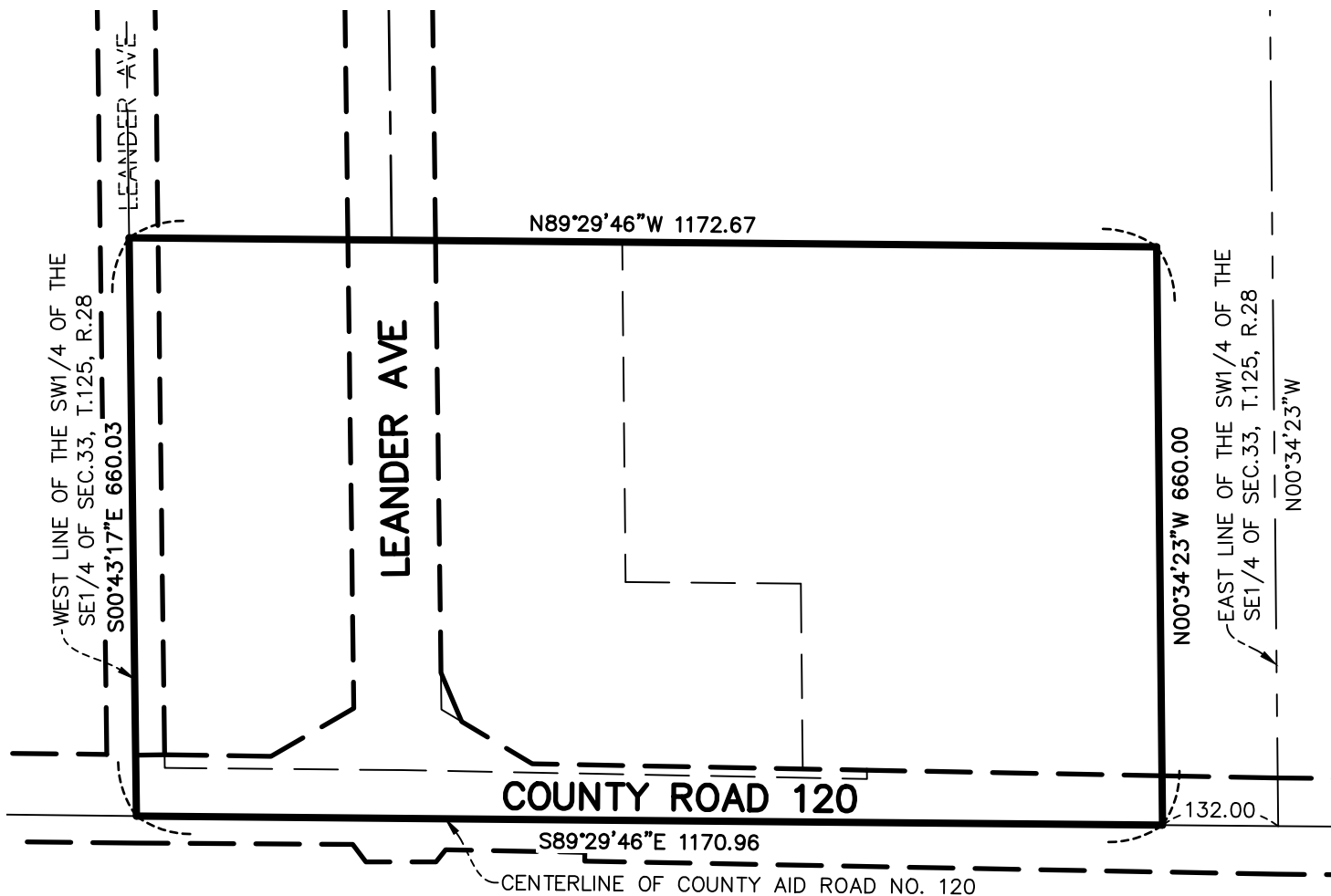
PLANNERS / ENGINEERS / SURVEYORS

2999 WEST C.R. 42, SUITE 100, BURNSVILLE, MN 55306

PHONE: 952.890.6044 www.jrhinc.com

SKETCH & DESCRIPTION

FOR: EIG14T COMMERCIAL REAL ESTATE

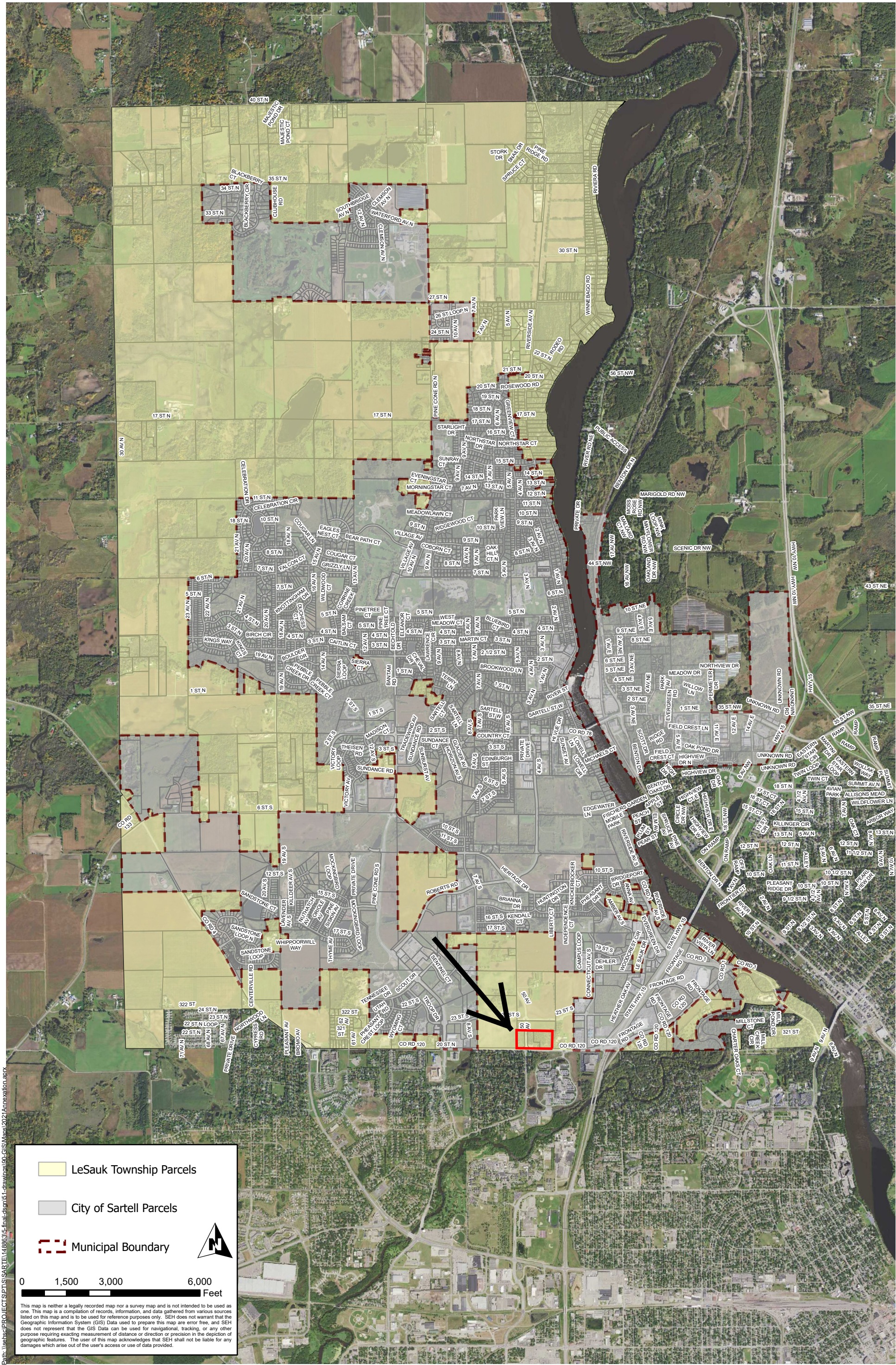


Scale: 1"=200'

Page 2 of 2

James R. Hill, Inc.

PROJECT NO. 24096-00



Path: \\sehs-proj\PROJECTS\SARTE\148863\5-Final\dsmp51-drawings\90-GIS\Maps\2021\Annexation.aprx



STAFF MEMO

Lead Department and Contact: Finance – Megan	Meeting Date: August 14, 2023	Agenda Item No. 06c
Agenda Section: Consent	Goal Area: None.	Item: Approval of Temporary On Sale Liquor Licenses for SFX
PREVIOUS COUNCIL REVIEW OR ACTION: None. BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None. DEPARTMENTAL REVIEW AND IMPACTS: Administration: None. Finance: review applications, gather appropriate signatures and submit applications to the state for approval. Community Development: None. Public Works: None. Public Safety: None. RECURRING REQUEST: Yes, recurring as events are set at up to 12 within one year. PROPOSED BUDGET/FISCAL IMPACT: \$20.00 per temporary liquor license request. OPPORTUNITY COST IF APPROVED: None. COUNCIL ACTIONS REQUESTED: Consent agenda approval serves as approval of this item pending fees are paid and state approval. BACKGROUND: St. Francis Xavier (SFX) is requesting two temporary on sale liquor licenses. The first one is for their Annual Parish Festival being held on Saturday, September 16, 2023, and the second is for a KYES fundraiser that they are hosting on Friday September 29, 2023. Minnesota State Statute allows up to 12 days' worth of temporary licenses per year, per organization (club, charitable, religious, or other nonprofit). These will be their third and fourth event requests for 2023, and they have provided us with a certificate of liquor liability insurance and the appropriate fees. ATTACHMENTS: St. Francis Xavier Temporary Liquor License Applications.		



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized		Tax exempt number	
St. Francis Xavier Church		Jan 1, 1948		8567856	
Address		City	State	Zip Code	
PO Box 150 219 2nd St N		Sartell	Minnesota	56377	
Name of person making application		Business phone		Home phone	
Tom Offerdahl		320-252-1363		320-290-3228	
Date(s) of event		Type of organization ☐ Microdistillery ☐ Small Brewer			
Saturday, September 16, 2023		☐ Club ☐ Charitable ☒ Religious ☐ Other non-profit			
Organization officer's name		City	State	Zip Code	
Ron Weyrens		Sartell	Minnesota	56377	
Organization officer's name		City	State	Zip Code	
Kathryn Kelly		Sartell	Minnesota	56377	
Organization officer's name		City	State	Zip Code	
Jeff Eikmeier		Sartell	Minnesota	56377	

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

This is for our annual parish festival. It is planned as an outdoor event on the grounds south of the church and school - on the parking lot and ball field.

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

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

Catholic Mutual Group - \$1,000,000.00.

APPROVAL

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number
Signature City Clerk or County Official	Please Print Name of City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization St. Francis Xavier Church		Date organized Jan 1, 1948	Tax exempt number 8567856
Address PO Box 150 219 2nd St N	City Sartell	State Minnesota	Zip Code 56377
Name of person making application Tom Offerdahl		Business phone 320-252-1363	Home phone 320-290-3228
Date(s) of event Friday, September 29, 2023	Type of organization ☐ Microdistillery ☐ Small Brewer ☐ Club ☐ Charitable ☒ Religious ☐ Other non-profit		
Organization officer's name Ron Weyrens	City Sartell	State Minnesota	Zip Code 56377
Organization officer's name Kathryn Kelly	City Sartell	State Minnesota	Zip Code 56377
Organization officer's name Jeff Eikmeier	City Sartell	State Minnesota	Zip Code 56377

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

This is a fundraiser for KYES and St. Francis Xavier is hosting. Wine and beer will be served in the parish gathering place located at 219 2nd St. N in Sartell. It is an early evening event with a social hour and guest speaker Matt Birk.

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Catholic Mutual Group - \$1,000,000.00.

APPROVAL

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number
Signature City Clerk or County Official	Please Print Name of City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



STAFF MEMO

Lead Department and Contact: Police- Wayne Schreiner	Meeting Date: August 14 th , 2023	Agenda Item No. 06d
Agenda Section: Consent	Goal Area: Reliable Service	Item: Approval of grant
PREVIOUS COUNCIL REVIEW OR ACTION: None. BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None. DEPARTMENTAL REVIEW AND IMPACTS: Administration: None. Finance: None. Community Development: None. Public Works: None. Public Safety: Cost Savings. RECURRING REQUEST: No. PROPOSED BUDGET/FISCAL IMPACT: Addition of \$1,000 to the Police Department's equipment fund. OPPORTUNITY COST IF APPROVED: \$1,000 cost savings COUNCIL ACTIONS REQUESTED: Consent agenda approval serves as approval of this item. If the item is removed from Consent, a separate motion is requested for approving. BACKGROUND: The police department applied for and received a \$1,000 grant from the Central Minnesota EMS Region to purchase patient care equipment. The department was in the need for quick clot gauze to be used on trauma victims during medicals. ATTACHMENTS: None.		



STAFF MEMO

Lead Department and Contact: Police – Chief Brandon Silgjord	Meeting Date: August 14, 2023	Agenda Item No. 6E
Agenda Section: Consent	Goal Area: N/A	Item: Profession Services Agreement
PREVIOUS COUNCIL REVIEW OR ACTION: None. BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None. DEPARTMENTAL REVIEW AND IMPACTS: Administration: Collaboration Goal for LMCiT iMPACT research. Finance: Yearly budgeting of maintenance fees Community Development: None. Public Works: None. Public Safety: Overhaul, modernization, and virtualization of internal policy manual. RECURRING REQUEST: No. PROPOSED BUDGET/FISCAL IMPACT: Pro-Rated 2023 Cost of \$4,071.70, Full year subscription January 2024 of \$12,215.10. Price includes Sourcewell discount. OPPORTUNITY COST IF APPROVED: None. COUNCIL ACTIONS REQUESTED: Motion and 2nd to approve the Lexipol Policy Manual Subscription as presented. BACKGROUND: This initiative accomplishes a few different items for the SPD. On a technical level storing our policies on a virtual platform will allow us to issue new policies or revisions by email to each individual officer. This will not only be more efficient from our current paper manual, but also for liability and accountability purposes it will allow us to accurately track acknowledgement of policies and require staff to complete training on policies that we feel need extra attention. Through the process of inputting our current manual into the Lexipol System, we will review each policy, update them if needed, and weigh them against model policies from Lexipol and the LMC. Lastly, through this program Lexipol will assist us by making sure to track legal changes in Minnesota that may require us to update our policy. ATTACHMENTS: LEXIPOL Proposal		



SOLUTIONS PROPOSAL



PREPARED FOR:

Sartell Police Department (MN)
Chief Brandon Silgjord
brandon@sartellmn.com
(320) 251-8186

PREPARED BY:

Karen James
kjames@lexipol.com
(949) 325-1230

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Sartell Police Department (MN) to address your unique challenges.

Scope of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Proposal

Prepared By: Karen James
Phone: (949) 325-1230
Email: kjames@lexipol.com

Quote #: Q-65578-4
Date: 7/28/2023
Valid Through: 8/31/2023

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

Subscription Pro-rated 4-months (Sept thru Dec 2023)

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 9/1/2023 End: 12/31/2023)	USD 4,286.00	5%	USD 214.30	USD 4,071.70
	Subscription Line Items Total			USD 214.30	USD 4,071.70
				USD 214.30	USD 4,071.70
Subscription Pro-rated 4-months (Sept thru Dec 2023) Discount:					USD 214.30
Subscription Pro-rated 4-months (Sept thru Dec 2023) TOTAL:					USD 4,071.70

Subscription Annual Renewal (January 2024)

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months)	USD 12,858.00	5%	USD 642.90	USD 12,215.10
	Subscription Line Items Total			USD 642.90	USD 12,215.10
				USD 642.90	USD 12,215.10
Subscription Annual Renewal (January 2024) Discount:					USD 642.90
Subscription Annual Renewal (January 2024) TOTAL:					USD 12,215.10

*Law Enforcement pricing is based on 22 Law Enforcement Sworn Officers.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Discount Notes

5% Sourcewell member discount (Sourcewell member #2430)

Agency can start as early as August 14th, with no charge for the remainder of August. Pro-rated invoice in September (payment due end of September) with full renewal in January 2024 (17 months for 16 months).



MASTER SERVICE AGREEMENT

Agency's Name: Sartell Police Department (MN)
Agency's Address: 501 Pinecone Rd S
Sartell, Minnesota 56377

Agency's Sourcewell Member ID: 2430

Attention: Chief Brandon Silgjord

Sales Rep: Karen James
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Sartell Police Department (MN)

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Subscription Pro-rated 4-months
(Sept thru Dec 2023)

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 9/1/2023 End: 12/31/2023)	USD 4,286.00	5%	USD 214.30	USD 4,071.70
	Subscription Line Items Total			USD 214.30	USD 4,071.70
				USD 214.30	USD 4,071.70
Subscription Pro-rated 4-months (Sept thru Dec 2023) Sourcewell Discount:					USD 214.30
Subscription Pro-rated 4-months (Sept thru Dec 2023) TOTAL:					USD 4,071.70

Subscription Annual Renewal
(January 2024)

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months)	USD 12,858.00	5%	USD 642.90	USD 12,215.10
	Subscription Line Items Total			USD 642.90	USD 12,215.10
				USD 642.90	USD 12,215.10
Subscription Annual Renewal (January 2024) Sourcewell Discount:					USD 642.90
Subscription Annual Renewal (January 2024) TOTAL:					USD 12,215.10

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The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Discount Notes

5% Sourcewell member discount (Sourcewell member #2430)

Agency can start as early as August 14th, with no charge for the remainder of August. Pro-rated invoice in September (payment due end of September) with full renewal in January 2024 (17 months for 16 months).

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “party” and collectively as the “parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 “Agency Data” means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the “Effective Date.”

1.5 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 “Lexipol Content” means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 “Services” means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the “Custom Agreement Terms” section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to Lexipol’s Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service.** The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services.** Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License.** Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality.** During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



STAFF MEMO

Lead Department and Contact: Police – Chief Brandon Silgjord	Meeting Date: August 14 th , 2023	Agenda Item No. 6F
Agenda Section: Consent	Goal Area: None	Item: Police Vehicle Purchases
PREVIOUS COUNCIL REVIEW OR ACTION: None. BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None. DEPARTMENTAL REVIEW AND IMPACTS: Administration: None Finance: Public Safety Aid Purchase Community Development: None Public Works: None Public Safety: Increase fleet total by 2, retire 1 RECURRING REQUEST: No. PROPOSED BUDGET/FISCAL IMPACT: Purchase of 2 Chevrolet Equinox SUV's for non-patrol duties DARE Vehicle – 2023 Chevrolet Equinox \$28,160 Task Force Vehicle – 2023 Chevrolet Equinox \$28,390 OPPORTUNITY COST IF APPROVED: N/A COUNCIL ACTIONS REQUESTED: Consent agenda approval for purchase of both vehicles. BACKGROUND: Our aging DARE vehicle needs replacement. In searching for this vehicle, we sought a partnership with local dealers to sponsor the vehicle. Gilliland Chevrolet was not only able to discount the price for the program vehicle, but also committed charitable funds from their upcoming golf tournament to assist paying for the vehicle wrap. Additionally, we are looking to add to our fleet one unmarked vehicle primarily to be used as a task force vehicle for the officer assigned to the CMHTTF, but also as an undercover resource for investigations. Comparable vehicles were priced at another local dealer at almost \$15,000 over the total for both vehicles. The purchase is being made with our one-time public safety aid and meets several of the legislature's goals for the funds. (Community Intervention programs, Community Violence Prevention, Victim Services, and Emergency Services Equipment). ATTACHMENTS: None		



STAFF MEMO

Lead Department and Contact: Finance – Rob Voshell	Meeting Date: August 14, 2023	Agenda Item No. 06g
Agenda Section: Consent	Goal Area: N/A	Item: Approval of Revenue Bonds

PREVIOUS COUNCIL REVIEW OR ACTION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

DEPARTMENTAL REVIEW AND IMPACTS:

Administration: Involved in process and recommends approval.

Finance: Reviewed financial policies, along with review with bond counsel and municipal advisors – recommends approval.

Community Development: None.

Public Works: None.

Public Safety: None.

RECURRING REQUEST: No.

PROPOSED BUDGET/FISCAL IMPACT: Increase of revenue by ½ of 1% of the original principal amount of the issuance.

OPPORTUNITY COST IF APPROVED: None.

COUNCIL ACTIONS REQUESTED: Consent agenda approval serves as approval for this item. If this item is pulled, a separate motion and 2nd is required.

BACKGROUND: The City was approached by Sartell Baseball Association to issue a tax-exempt revenue note to finance the installation of lights at Pinecone Central Park. St. Cloud Financial Credit Union will be the purchaser of the note.

Conduit debt is tax-exempt debt issued in the name of the City on behalf of a private entity, but for which the City has no obligation to pay. The City will charge an issuance fee of ½ of 1% of the original principal amount for non-profit projects. The City also requires that all bond documents related to the issuance of conduit debt be prepared by the City's appointed bond counsel and the borrower shall pay all City costs directly related to the issuance of the bonds.

The proposed issuance falls within our financial policies, and the City's current outstanding conduit debt balances consist of the following entities: Solutions Behavioral Healthcare, Opportunities Matter, Country Manor.

The engagement is attached for further detail and your consideration.

ATTACHMENTS: Engagement Letter from Bond Counsel.



2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Tel: 612.977.8400 | Fax: 612.977.8650
taftlaw.com

Maren Magill
(612) 977-8779
mmagill@taftlaw.com

August 4, 2023

VIA E-MAIL

City of Sartell, Minnesota
Attn: Anna Gruber and Rob Voshell
125 Pinecone Road North
Sartell, MN 56377

Sartell Baseball Association
1525 9th Ave N.
PO Box 268
Sartell, MN 56377

Re: City of Sartell, Minnesota – Revenue Note (Sartell Baseball Association Project), Series 2023

Dear Ladies and Gentlemen:

We have been asked to serve as Bond Counsel for the proposed issue of a tax-exempt revenue note (the "Note") of the City of Sartell, Minnesota (the "Issuer") to be purchased by St. Cloud Financial Credit Union (the "Lender"). The proceeds of the Note will be loaned by the Issuer to Sartell Baseball Association (the "Borrower") and used to finance the installation of lights for a baseball field located in the City of Sartell (the "Project")

In performing our services as bond Counsel, our client will be the Issuer. Our principal responsibility as Bond Counsel is to provide the Issuer, the Borrower, and the Lender an expert opinion (the "Bond Opinion") as to (i) the validity and enforceability of the Note and the Issuer's obligations under the financing documents, and (ii) exemption of interest on the Note from federal and Minnesota income taxes. We will also assume principal responsibility for drafting the financing documents and any security documents agreed to by the parties. You are also in agreement that we will not be acting as a municipal advisor in regards to this transaction.

The Bond Opinion will be executed and delivered by us in written form on the date the Note is purchased by the Lender and will be based on facts and law existing as of that date. Upon delivery of the Bond Opinion, our responsibilities as Bond Counsel will be concluded with respect to this financing.

In rendering the Bond Opinion, we will rely upon representations of the Issuer and the Borrower set forth in the financing documents, the certified proceedings, and other certifications of public officials, officials of the Issuer and the Borrower, and other persons (including certifications as to the use of Note proceeds and various tax matters) without undertaking to verify the same by independent investigation. As Bond Counsel, we do not review the financial condition

City of Sartell, Minnesota
Sartell Baseball Association
August 4, 2023
Page Two

of the Borrower or the financial feasibility of the financing, and we will express no opinion relating to the foregoing.

We understand that the Borrower will be responsible for payment of our fees and disbursements as Bond Counsel. Our fee will be based upon (i) our current understanding of the terms, structure, size, and schedule of the financing represented by the Note and (ii) the time we anticipate devoting to the financing. Such fee may vary: (i) if the principal amount of Note actually issued differs significantly from the current estimated amount, (ii) if the manner in which the Note is marketed (private placement, public offering, etc.) changes, (iii) if material changes in the structure of the financing occur, or (iv) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If the Note is in fact issued we will submit our statement for services and disbursements to the Borrower at or promptly after the closing.

However, our fees are not contingent on closing and if the transaction is cancelled before closing for whatever reason, we would then submit our bill to the Borrower for the time expended and disbursements made by us to the date of termination at our standard hourly rates.

If the foregoing omits or misstates any item, please contact me. Otherwise, we will assume our participation as Bond Counsel and the scope of our engagement as Bond Counsel is acceptable to you. In accordance with firm policy, I would appreciate it if you would please sign the acknowledgment of this engagement letter below.

We are pleased to be working on this matter and look forward to bringing it to a successful conclusion.

Very truly yours,

Taft Stettinius & Hollister LLP



Maren Magill

MTM/pmr

Acknowledged and agreed:
City of Sartell, Minnesota

Acknowledged and agreed:
Sartell Baseball Association

By: _____
Anna Gruber, City Administrator

By: _____

Date: _____, 2023

Date: _____, 2023



STAFF MEMO

Lead Department and Contact: Engineering – April Ryan	Meeting Date: August 14, 2023	Agenda Item No. 06h
Agenda Section: Consent	Goal Area: Strategic & Mobile Infrastructure Planning	Item: Approval of Heritage Drive Trail Agreements

PREVIOUS COUNCIL REVIEW OR ACTION:

- November 28, 2022 – Council passes a resolution supporting the application for TAP funding.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION:

No board, commission or committee review was required for this action item.

DEPARTMENTAL REVIEW AND IMPACTS:

Administration: Staff has been involved with the project and recommends approval.

Finance: Staff is accounting for project costs within the City's financial plan and recommends approval.

Community Development: Staff recommends approval.

Public Works: Staff has been involved with the project and recommends approval.

Public Safety: None.

RECURRING REQUEST: Future action by council will include approval of appraisal services agreement, geotechnical services agreement, final design and bidding services agreement, construction services agreement and authorization to bid and award of construction.

PROPOSED BUDGET/FISCAL IMPACT:

Estimated Total Project Cost

Total Project Cost Summary Estimate	
Project Memorandum, Survey, & Soil Borings	\$43,100*
Easement Acquisition	\$78,200
Soft Costs (Geotechnical, Design)	\$91,197
Construction	\$486,450
TOTAL PROJECT COSTS =	\$698,947

Project Funding	
TAP Grant	\$389,160
Estimated School Portion	\$43,862
City 1/2 Cent Sales Tax	\$265,925
SUB-TOTAL Project Funding =	\$698,947

*Items on tonight's agenda for consideration of approval.

OPPORTUNITY COST IF APPROVED:

Approving the preliminary design for this project will move the project forward to complete required tasks to receive TAP funding.

COUNCIL ACTIONS REQUESTED:

Consent Agenda approval serves as approval of the preliminary design agreement and geotechnical agreement. If the item is removed from the consent agenda, a separate motion is requested to approve the agreements.

BACKGROUND:

The City applied for Transportation Alternatives Funding in January of 2023. The application was a joint application with the Sartell School District. Proposed project scope includes the following (also see attached maps):

- Trail segment along Heritage Drive trail between Amber Avenue and County Road 1, which is the last segment missing along Heritage Drive.
- Extending the sidewalk from 7th Street North to the sidewalk at Riverview Intermediate School and adding a sidewalk from 5th Street North up to and around the south side of Riverview Intermediate School.

The City was notified in April 2023 that they had been successful in receiving \$389,160 (80% of the construction costs). To meet the funding requirements a Project Memorandum is required along with a specific easement and right-of-way acquisition process. These preliminary design tasks are included in the proposed agreement.

ATTACHMENTS:

- Preliminary Design Agreement
- Geotechnical Agreement
- Project Maps

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Sartell ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 12, 2017, this Supplemental Letter Agreement dated August 14, 2023 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2026 Heritage Drive Trail - Preliminary Design.**

Client's Authorized Representative: Anna Gruber, City Administrator

Address: 125 Pinecone Road North, Sartell, Minnesota, 56377

Telephone: 320.258.7309

email: anna.gruber@sartellmn.com

Project Manager: April Ryan

Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377

Telephone: 320.229.4329

email: aryan@sehinc.com

Scope: The Services to be provided by Consultant:

Consultant understands the project scope to include the following:

The City of Sartell received Transportation Alternative Program (TAP) funding to build a separated trail on the south side of Heritage Drive from Amber Avenue South to County Road 1. The grant was a joint application with the school district. The project scope also includes improvements at Riverview School.

The agreement is for the preliminary design, which includes the project memorandum as required by this funding source, right-of-way and easement acquisition coordination services and survey.

Task 1: Project Memorandum

To meet the requirements of the TAP grant funds (\$389,160) a Project Memorandum is required. This task includes using the available information to prepare and get MnDOT's approval of the Project Memorandum.

- Prepare Project Memorandum narrative.
- Prepare Project Figures.
- Prepare preliminary opinion of project costs.
- Solicit environmental reviews and documentation as dictated the Project Memorandum.
- Submit Project Memorandum to MnDOT and respond to agency comments as needed.

Task 2: Right-of-way and Easement Acquisition Coordination

Consultant's scope of easement acquisition services include:

- Prepare Easement Figures and survey legal descriptions.
- Coordinate acquisition needs with Client's appraiser.
- Attend Property owner meetings and assist Client with communications. Assumes up to 10 meetings with property owners.
- Coordinate with the City Attorney for their efforts to obtain signatures and record documents with the County.

Task 3: Survey

Consultant's scope of survey services includes a full topographic survey of the project area.

- Place Gopher State One-Call utility locate request.
- Conduct preliminary utility meeting and coordination.
- Collect topographic survey of project area.

At the conclusion of the preliminary design process, Consultant will provide a separate agreement for final design, bidding, and construction services, assuming the Client authorizes the project to move forward.

Additional Services:

Services from Consultant not listed above, if required or requested, can be provided to the Client at our normal hourly rates.

Assumptions:

- No wetland impacts will occur for project construction. If the final design process indicates wetlands will be impacted, that service will be provided on an hourly basis.
- Soil borings and geotechnical evaluation services will be paid directly by the client. Consultant will assist in coordinating with geotechnical consultant.
- Appraisal services will be paid directly by the Client. Consultant will assist in coordinating with appraisal consultant.

Not Included:

- Final design services.
- Bidding services.
- Construction services.

Schedule:

Consultant will begin work as soon as authorized to proceed. It is estimated to take approximately 18 months to complete the tasks.

Payment:

The lump sum fee is \$37,100 including expenses and equipment.

Task 1: Project Memorandum	\$11,400
Task 2: Right-of-way and Easement Acquisition Coordination	\$ 7,200
Task 1: Survey	\$18,500
Total	\$37,100

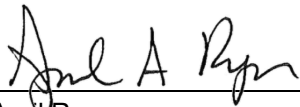
The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-2.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Sartell

By:



Full Name:

April Ryan

Title:

Client Service Manager

By:

Full Name:

Title:

Exhibit A-2
to Supplemental Letter Agreement
Between City of Sartell (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 14, 2023

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

August 7, 2023

Proposal QTB182743

City of Sartell
c/o April Ryan, PE
SEH, Inc.
2351 Connecticut Avenue, Suite 300
Sartell, MN 56377

Re: Proposal for a Geotechnical Evaluation
2026 Heritage Drive Trail Extension
Amber Avenue South to County Road 1
Sartell, Minnesota

Dear Ms. Ryan:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed trail along a portion of Heritage Drive in Sartell, Minnesota.

Project Information

Per the proposal request you provided; we understand the proposed project will include construction of a new trail within the existing ditch on the south side of Heritage Drive. The proposed trail will extend from Amber Avenue South on the west end to County Road 1 on the east. The trail will be bituminous surfaced. Stormwater treatment systems will also be provided as part of the project.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected boring locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the trail and stormwater systems.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on a site visit, it appears that the borings are accessible to a truck-mounted drill rig. We assume there will be no cause for delays in accessing the boring locations. We are not including tree clearing, debris or obstruction removal or grading of navigable paths.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the boring locations from those proposed to facilitate accessibility.

AA/EOE

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective boring locations, as selected by SEH, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the boring locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we will drill 3 standard penetration test borings for the project, extending them to a depth of 14 1/2 feet each. We will perform standard penetration tests at 2 1/2-foot vertical intervals to boring termination depth.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Borehole Abandonment

We will backfill our boring locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we currently do not anticipate having to seal any of the boreholes.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 5 mechanical analyses (through a #200 sieve only). We will adjust the actual number and type of tests based on the results of our borings.

Engineering Analyses

We will use data obtained from the boring and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to pavement design and performance.

Report

We will prepare a report including:

- A sketch showing the boring locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing pavement subgrades, and the selection, placement and compaction of fill.
- Recommended R value and pavement design section for the trail.
- Estimated infiltration rates based on the soils encountered and the Minnesota Stormwater Manual.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 2 weeks following receipt of written authorization
- Field exploration – 1 day on site to complete the work
- Classification and laboratory testing – within 1 week after completion of field exploration
- Preliminary results – within 1 week after completion of field exploration
- Report submittal – within about 2 weeks of completing the field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$5,865. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Steve Thayer at 320.980.3187 or sthayer@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Andrew J. Hillerud, PE
Project Engineer



Steven A. Thayer, PE
Business Unit Manager, Senior Engineer

Attachment:
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



4th Ave S.

Heritage Drive Trail
Project Area
(last segment)

CSAH 1

Heritage Drive

Pinecone
Road

Apartment
Complex

Approved Future
Town Homes
West Bridgeport 2

Approved
Future
Single Family
Homes
West Bridgeport 1

Townhomes

Apartment
Complex

Future
Town Homes

Senior
Living
Facility

Roberts Road

Heritage Drive

Apartment
Complex

Approved
Future
Apartment
Complex

Apartment
Completx

Approved
Future
Apartment
Complex

Leander
Ave

Heritage
Park

Keenelind
Village
Appartments

G.Allens
Restruant

Mister
Car
Wash

Starbucks

Chipotle

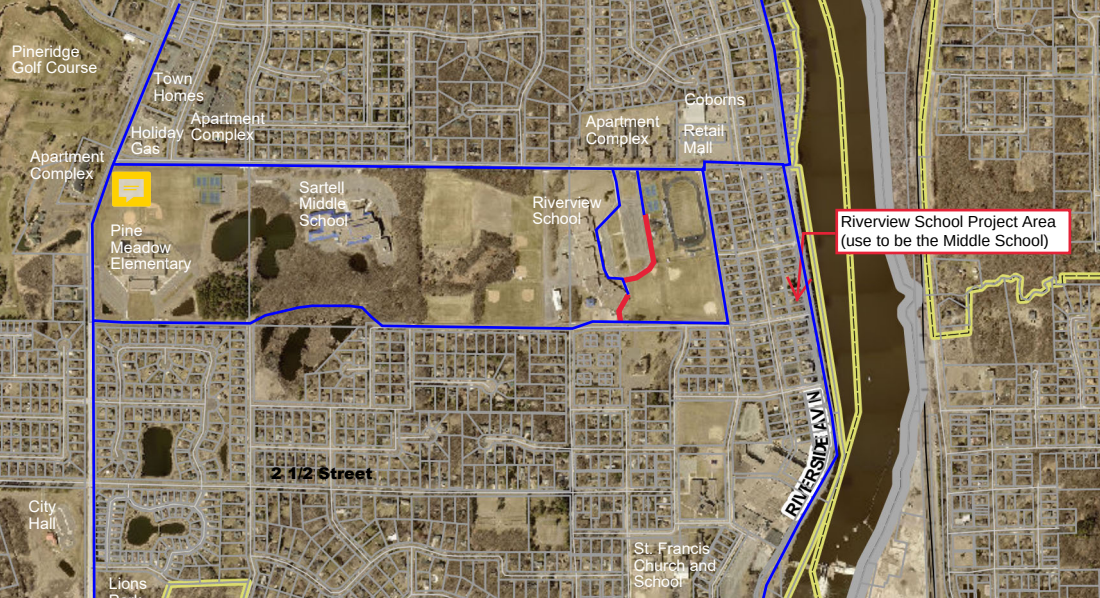
AnnericanInn

Coborns
Retail and
Restaurant Area

To Sartell
Community
Center

To Central MN
Healthcare Hub

HWY 15



Riverview School Project Area
(use to be the Middle School)



STAFF MEMO

Lead Department and Contact: Engineering – April Ryan	Meeting Date: August 14, 2023	Agenda Item No. 06i
Agenda Section: Consent	Goal Area: Strong Foundation	Item: Approval of Ditch 13 Study & Design

PREVIOUS COUNCIL REVIEW OR ACTION:

- June 10, 2023 – Council provided direction on how to best utilize the funds that were received.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION:

No board, commission or committee review was required for this action item.

DEPARTMENTAL REVIEW AND IMPACTS:

Administration: Staff has been involved with the project and recommends approval.

Finance: Staff has been involved with the project and recommends approval.

Community Development: Staff recommends approval.

Public Works: Staff has been involved with the project and recommends approval.

Public Safety: None.

RECURRING REQUEST:

No. Future action by council will include approval of final plans & specifications agreement, bidding services agreement, construction services agreement and authorization to bid and award of construction.

PROPOSED BUDGET/FISCAL IMPACT:

Estimated Total Project Cost

Total Project Cost Summary Estimate	
Ditch 13 Drainage Improvement Analysis and Design	\$143,300*
Final plans, Final Specifications & Bidding	\$75,000
Construction Services	\$175,000
Construction	\$2,106,700
TOTAL PROJECT COSTS =	\$2,500,000

*Items on tonight's agenda for consideration of approval.

OPPORTUNITY COST IF APPROVED:

Approving the Ditch 13 drainage improvement analysis and design for this project will move the project forward to leverage the \$2.5 Million received in funding. It is also the first step in addressing the reoccurring flooding issues which have significant financial impacts to the City and property owners.

COUNCIL ACTIONS REQUESTED:

Consent Agenda approval serves as approval of the preliminary design agreement and geotechnical agreement. If the item is removed from the consent agenda, a separate motion is requested to approve the agreements.

BACKGROUND:

The City/SEH completed a 2022 North Central Watab Watershed Study to complete an analysis of the Watab Watershed and ongoing flooding along Ditch 13. The study recommended the implementation of Alternative 5, as described below:

- Remove the existing 48" pipes in the backyards along Grizzly Lane and replace with an open ditch.
- Install a new box culvert under 13th Avenue North.
- Install a new box culvert under 5th Street North.
- Stabilize Ditch 13 between Grizzly Lane and 2 ½ Street.

The City of Sartell received \$2.5 million through a State of MN Emergency Flood Bill to help mitigate flooding impacts along Ditch 13 (Grizzly Lane area). The City council recently met in a workshop to review the 2022 North Central Watab Watershed Study and potential improvement options to best utilize the funds that were received. After careful review and consideration, the council decided to move forward with a phased approach to address the flooding impacts. The council gave direction to proceed with the following tasks which are included proposed agreement.

- Additional analysis / modeling to assess the upstream and downstream impacts of improvement options.
- Complete Survey and Final Design for recommended Alternative 5.
- Start the permitting process for construction of Alternative 5.

ATTACHMENTS:

- Agreement

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Sartell ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 12, 2017, this Supplemental Letter Agreement dated August 14, 2023 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Ditch 13 Drainage Improvement Analysis and Design.**

Client's Authorized Representative: Anna Gruber

Address: 125 Pinecone Road North, Sartell, Minnesota, 56377

Telephone: 320.258.7306 **email:** Anna.Gruber@sartellmn.com

Project Manager: April Ryan

Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377

Telephone: 320.492.4174 **email:** aryan@sehinc.com

Background:

The City/SEH completed a 2022 North Central Watab Watershed Study to complete an analysis of the Watab Watershed and ongoing flooding along Ditch 13. The study recommended the implementation of Alternative 5, as described below:

- Remove the existing 48" pipes in the backyards along Grizzly Lane and replace with an open ditch.
- Install a new box culvert under 13th Avenue North.
- Install a new box culvert under 5th Street North.
- Stabilize Ditch 13 between Grizzly Lane and 2 ½ Street.

The City of Sartell received \$2.5 million through a State of MN Emergency Flood Bill to help mitigate flooding impacts along Ditch 13 (Grizzly Lane area). The City council recently met in a workshop to review the 2022 North Central Watab Watershed Study and potential improvement options to best utilize the funds that were received. After careful review and consideration, the council decided to move forward with a phased approach to address the flooding impacts. The council gave direction to proceed with the following tasks:

- Additional analysis / modeling to assess the upstream and downstream impacts of improvement options.
- Complete Survey and Final Design for recommended Alternative 5.
- Start the permitting process for construction of Alternative 5.

The Consultant is proposing to complete the Ditch 13 Improvements as two projects to try and expedite the construction and reduce the risk of further flood related erosion issues in the spring of 2024. This also reduces the chances that spring erosion will drastically alter the existing conditions surveyed the previous fall, potentially leading to construction change orders. The phases are described as follows:

- Project 1: Construct emergency stream stabilization under US Army Corps of Engineers (USACE) Nationwide Permit 45.
 - USACE Nationwide Permit 45 permits the repair of uplands damaged by discrete events.
 - Stabilization design will account for change in flow resulting from proposed Alternative 5.
- Project 2: Construct final design of Alternative 5.
 - Construction will be performed under separate environmental permitting and construction contract.

Scope: The Services to be provided by Consultant:

Task 1: Upstream and Downstream Impact Analysis

Consultant's scope of work to include expanding the existing watershed modeling and analysis to assess the downstream impacts to the Mississippi River and the upstream impacts to Bakers Lake

- Up to three alternate options/routes for a new outlet from Bakers Lake. These alternates will utilize the future 15th Street North corridor if grades allow and include additional storage where appropriate.
- Alternative 5, as described above, and 2022 North Central Watab Watershed Study, including the stabilization of Ditch 13 from 13th Avenue North to 2 ½ Street North.
- Up to two alternate options to re-route drainage to the south and provide additional storage.
- Up to two options to mitigate downstream flood impacts, with the following goals:
 - Limit erosion and flooding impacts along Ditch 13 and Watab River to the Mississippi.
 - Protection of existing lift station.
 - Reduction of flooding of Pinecone Road and 2 ½ Street North.
- Meetings:
 - Consultant will meet with City staff to review analysis results (assumes 2 meetings).
 - Consultant will attend a council workshop/meeting to review analysis results and obtain direction to move forward.
- Deliverables:
 - Summary report of the alternative(s) analysis parameters, analysis results, and recommendations for future flood mitigation project phases.
 - Flood impact maps for each alternative.

Task 2: Topographic Survey

Consultant's scope of survey services includes a full topographic survey of the project area for the design of Alternative 5 and stabilization of Ditch 13:

- Place Gopher State One-Call utility locate request.
- Preliminary utility meeting and coordination.
- Topographic survey of the project area.
- Spot survey for downstream and upstream impact analysis.

Task 3: Ditch Stabilization Design

Consultant's scope of work to include preliminary design of the bank stabilization. This preliminary design will be used to pursue an emergency permit for bank stabilization. Consultants scope includes the following:

- Site visit to walk the ditch and identify location and severity of erosion along Ditch 13.
- Perform slope stability assessment based on site visit observations and watershed model updates.
- Develop preliminary (30%) ditch stabilization design concept to be used for emergency stabilization.
- Prepare opinion of probable cost based on preliminary (30%) ditch stabilization design concept.
- Figures showing conceptual layout of proposed slope stabilization design, typical section and profile of Ditch 13 from Grizzly Lane to 2 ½ Street North.
- Evaluate the best construction route between traditional design/bid/build vs design/build.
- Meetings:
 - Consultant will meet with City staff to review preliminary (30%) ditch stabilization design concept (assumes 1 meetings).
 - Consultant will attend a council workshop/meeting to review preliminary (30%) ditch stabilization design concept and obtain direction to move forward.

After the 30% design the consultant will review the project scope and design/bid/build verses design/build options for construction and provide a separate agreement for either final design or design/build agreement for the slope stabilization work.

Task 4: Alternative 5 Final Design:

Consultant's scope of work to include the final design of Alternative 5 to include the following:

- Removal of existing dual 48" storm sewer.
- Typical section and profile on new drainage ditch to replace existing 48" pipes.
- Sizing and profile of new box culvert crossing under 13th Avenue North.
- Sizing and profile of new box culvert crossing under 5th Street North.
- Stabilization, typical section and profile of Ditch 13 from Grizzly Lane to 2 ½ Street North.
- Opinion of probable costs.

The Consultant's scope of work does NOT include the development of final plans and specifications for the proposed improvements. At the conclusion of the design, consultant will provide a separate agreement(s) for final plans and specifications, bidding services, and construction services, assuming the council authorizes the project to move forward.

Task 5: Environmental Permitting:

The Consultant's scope of work includes preparing and submitting the necessary permits for the Stabilization of Ditch 13 and Construction of Alternative 5. Scope includes the following:

- Existing condition review and site investigations.
- Initial permit application documents and submittal to agencies.
 - Corps for Nationwide Permit 45 for emergency slope stabilization.
 - DNR and Corps permit for Alternative 5.
- Agency coordination.

Additional Services:

Services from Consultant not listed above, if required or requested, can be provided to the Client at our normal hourly rates.

Assumptions:

- No wetland impacts will occur for project construction. If the final design process indicates wetlands will be impacted, that service will be provided on an hourly basis.
- Soil borings and geotechnical evaluation services will be paid directly by the client. Consultant will assist in coordinating with geotechnical consultant.
- Up to three (3) design iterations will be analyzed in XPSWMM for Alternative 5.
- Easement and/or Right of Way acquisition services are not included. If during final design it is determined that easements will be needed, these services can be provided under a separate agreement.
- Permit fees to be paid for directly by the Client.
- Field work would be completed in the fall of 2023 during low flow conditions.
- The tributary can be accessed throughout its entire length for field work activities and no additional permissions are required.

Schedule:

Consultant will begin work as soon as authorized. It is the Consultants understanding that the goal is to construct the improvements within the 2024 construction season. Permitting will be the critical path for this project and will determine the final schedule.

Payment:

Task 1: Upstream and Downstream Impact Analysis	\$38,000	Lump sum, including expenses and equipment (mileage and reproductions)
Task 2: Topographic Survey	\$20,700	Hourly, including expenses and equipment (mileage, survey equipment, reproductions)
Task 3: Ditch Stabilization Design	\$49,500	Hourly, including expenses and equipment (mileage, survey equipment, reproductions)
Task 4: Alternate 5 Final Design	\$15,800	Lump sum, including expenses and equipment (mileage and reproductions)
Task 5: Environmental Permitting	\$19,300	Hourly, including expenses and equipment (mileage, survey equipment, reproductions)
Total Fee	\$143,300	

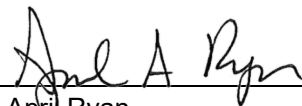
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 and A-2. Additional work, if required, can be provided to the Client at our normal hourly rates.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.**City of Sartell**

By:

Full Name:



Title:

April Ryan

Client Service Manager

By:

Full Name:

Title:

Exhibit A-1
to Supplemental Letter Agreement
Between City of Sartell (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 14, 2023

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

Exhibit A-2
to Supplemental Letter Agreement
Between City of Sartell (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 14, 2023

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.



STAFF MEMO

Lead Department and Contact: Engineering – April Ryan	Meeting Date: August 14, 2023	Agenda Item No. 06j
Agenda Section: Consent	Goal Area: Strong Foundation	Item: Approval of Pond Maintenance Agreement

PREVIOUS COUNCIL REVIEW OR ACTION:

- Council approved the 2023 budget and CIP plan.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION:

No board, commission or committee review was required for this action item.

DEPARTMENTAL REVIEW AND IMPACTS:

Administration: Staff has been involved with the project and recommends approval.

Finance: Staff is accounting for project costs within the City's financial plan and recommends approval.

Community Development: Staff recommends approval.

Public Works: Staff has been involved with the project and recommends approval.

Public Safety: None.

RECURRING REQUEST:

Yes, the city has budgets for annual pond maintenance to complete dredging on every other year basis. Future action by council for this round of dredging will include approval of construction services agreement and authorization to bid and award of construction.

PROPOSED BUDGET/FISCAL IMPACT:

Estimated Total Project Cost

Total Project Cost Summary Estimate	
Sediment Samples & Design	\$44,500*
Construction Services	\$12,000
Sediment Removal & Disposal	\$193,500
TOTAL PROJECT COSTS =	\$250,000

*Item on tonight's agenda for consideration of approval.

The city is budgeting \$50,000 in 2023 for sediment samples, design and bidding of a pond dredging project. The city is budgeting for \$200,000 in 2024 to complete the pond dredging project.

OPPORTUNITY COST IF APPROVED:

Approving the pond maintenance agreement will help to keep the City's stormwater conveyance and treatment system in good functioning condition, saving costs in operation.

COUNCIL ACTIONS REQUESTED:

Consent Agenda approval serves as approval of the design agreement and geotechnical agreement. If the item is removed from the consent agenda, a separate motion is requested to approve the agreements.

BACKGROUND:

To meet the City's MS4 permit an inspection and assessment of every public pond in Sartell was completed between 2019 and 2020. From these efforts a pond maintenance prioritized list was developed. The list identified Pond 64, 77, 88, 78, and 99 as a high priority for ponds maintenance dredging.

The prioritized maintenance list identified Pond 64, near the intersection of 10th Street North and 22nd Avenue North, has been identified as needing immediate maintenance. The following maintenance activities are planned to be performed on Pond 64:

- Pond sediment sampling (MS4 permit requirement). Sediment sampling will be completed on Pond 64, as well as the next two highest priority ponds in need of maintenance (Ponds 77 and 88). Sediment analysis results remain valid for up to 3 years.
- Remove (dredge) accumulated sediment from stormwater pond, returning the pond as close as is practicable to existing as-built conditions.
- Properly dispose of accumulated sediment based on sediment analysis.
- Restore all land disturbed by the maintenance activities.

ATTACHMENTS:

- Agreement

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Sartell ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 12, 2017, this Supplemental Letter Agreement dated August 14, 2023 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2023 Pond Maintenance (Dredging) Design**.

Client's Authorized Representative: Anna Gruber

Address: 125 Pinecone Road North, Sartell, Minnesota, 56377

Telephone: 320.258.7306

email: Anna.Gruber@sartellmn.com

Project Manager: Trent Imdieke

Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377

Telephone: 320.309.7497

email: timdieke@sehinc.com

Background:

To meet the City's MS4 permit an inspection and assessment of every public pond in Sartell was completed between 2019 and 2020. From this a pond maintenance prioritized list was developed. The list identified Pond 64, 77, 88, 78, and 99 as a high priority for ponds maintenance dredging.

The prioritized maintenance list identified Pond 64, near the intersection of 10th Street North and 22nd Avenue North, as being most in need of immediate maintenance. The following maintenance activities are to be performed on Pond 64:

- Pond sediment sampling (MS4 permit requirement). Sediment sampling will be completed on Pond 64, as well as the next two highest priority ponds in need of maintenance (Ponds 77 and 88). Sediment analysis results remain valid for up to 3 years.
- Remove (dredge) accumulated sediment from stormwater pond, returning the pond as close as is practicable to existing as-built conditions.
- Properly dispose of accumulated sediment based on sediment analysis.
- Restore all land disturbed by the maintenance activities.

Scope: The services to be provided by Consultant:

Task 1: Stormwater Sediment Sampling

Consultant's scope of work to include sediment samples from the three pond(s) designated as Pond 64, Pond 77, and Pond 88. As described below:

- Sample collection and analysis:
 - The procedures will be performed in accordance with the Minnesota Pollution Control Agency (MPCA) *Managing Stormwater Sediment Best Management Practice Guidance* (May 2017) or MPCA Guidance.
 - Up to three samples will be collected at each of the pond locations.
- Consultant will retain Pace Analytical testing laboratory to complete sediment sample testing.
 - Laboratory analysis will be completed for up to ten (10) sediment samples.
 - Samples will be submitted for chemical analyses for arsenic, copper, carcinogenic Polycyclic aromatic hydrocarbon (PAHs), noncarcinogenic PAHs, and RCRA Metals analysis.
- Consultant will prepare a report documenting sampling methods, comparing sample results to current MPCA Soil Reference Values (SRV's) and provide recommendations regarding disposal or potential re-use of the sediment in reference to MPCA Guidance and solid waste disposal requirements.

Task 2: Survey (Pond 64)

Consultant's scope of work to include:

- Consultant will place Gopher State One Call to have private utilities marked in the project area.
- Full topographic survey of project area.
- Submerged areas, over three (3) feet in depth, will be surveyed using sonar.

Task 3: Design, Drawings, and Specifications

Consultant's scope of work to include:

- Design pond dredging based on topographic survey, 2019/2020 pond inspection reports and available as-built drawings.
- Design review meetings with Client staff at 75% complete.
- Prepare construction drawings, to include the following plan sheets:
 - Title sheet.
 - Construction notes, including material disposal notes.
 - Details.
 - SWPPP.
 - Dredging plan, which will include:
 - Project location.
 - Pond access.
 - Existing topography and utilities.
 - Proposed grading.
 - Earthwork calculations.
 - Erosion and sediment control.
 - Site restorations.
- Prepare opinion of probable cost.
- Prepare project specifications.
- Prepare bidding package.
- Attend bid opening and prepare bid tabulation.
- Recommend contract award.

At the conclusion of the design and quote/bidding process, Consultant will provide a separate agreement for construction services, assuming the Client authorizes the project to move forward.

Services from Consultant not listed above, if required or requested, can be provided to the Client at our normal hourly rates.

Assumptions:

- No additional easements will be needed to complete the improvements. If during design it is determined that easements will be required, Consultant can provide easement acquisition services at our normal hourly rates.
- No wetland impacts will occur for project construction. If the final design process indicates wetlands will be impacted, that service will be provided on an hourly basis.
- Advertising fees for bidding to be paid directly by the Client.
- No permits are required for this project. If permitting is required, permit fees are to be paid for directly by the Client.
- Intent of the proposed project is to remove accumulated sediment from the pond, returning the pond as close as is practicable to the original as-built conditions. No further design improvements are to take place.
- Existing pipes, structures, and other utilities surrounding the pond are in good condition and will not be replaced or altered.

Schedule:

Consultant will begin work as soon as authorized.

- Sediment sampling, testing, and report will be completed within four (4) weeks of being authorized to proceed.
- Survey to be completed within 3 months of client authorization (weather permitting):
 - Estimated completion: Fall 2023.
- Design, drawings, and specifications to be completed within 2 months of survey completion:
 - Estimated completion: January 2024.
- Project to be awarded within 1 month of Client approval of the design, drawings, and specifications:
 - Estimated completion: February 2024.

Payment:

The estimated lump sum fee is \$44,500 including expenses and equipment.

Task 1: Stormwater Sediment Sampling	\$ 10,000
<u>Tasks 2 & 3: Survey & Design</u>	<u>\$ 34,500</u>
Total	\$ 44,500

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-2. Additional work, if required, can be provided to the Client at our normal hourly rates.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.**City of Sartell**

By: _____

Full Name: April Ryan

Title: Client Service Manager

By: _____

Full Name: _____

Title: _____

Exhibit A-2
to Supplemental Letter Agreement
Between City of Sartell (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 7, 2023

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.



STAFF MEMO

Lead Department and Contact: Administration – Anna Gruber & Kari Theisen	Meeting Date: August 14, 2023	Agenda Item No. 07a
Agenda Section: Public Hearing	Goal Area: Livable City	Item: Cannabis Moratorium and Title 7 Ordinance
PREVIOUS COUNCIL REVIEW OR ACTION: None. BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None. DEPARTMENTAL REVIEW AND IMPACTS: Administration: Management and oversight of ordinance amendments. Finance: None. Community Development: Assistance with ordinance amendments, potential zoning modifications. Public Works: None. Public Safety: Future ordinance modification and enforcement. RECURRING REQUEST: No. PROPOSED BUDGET/FISCAL IMPACT: None. OPPORTUNITY COST IF APPROVED: None. COUNCIL ACTIONS REQUESTED: Open Public Hearing. Motion and 2nd to approve the Cannabis Moratorium. Motion and 2nd to amend Title 7a Public Ways and Property Ordinance. BACKGROUND: The Minnesota Legislature recently enacted 2023 Minnesota Session Law, Chapter 63 – HF No. 100 with outlined legislation relating to the legal use of cannabis including, but not limited to, the establishment of the Office of Cannabis Management (OCM), legalizing and limiting the possession and use of cannabis and certain hemp products by adults, providing for licensing, inspection, and regulation of cannabis businesses and hemp businesses, taxing the sale of certain cannabis products, establishing grant and loan programs, amending criminal penalties, providing for expungement of certain convictions and providing for temporary regulation of certain edible cannabinoid products. Given the uncertainty regarding the model ordinances to be developed by the OCM and the broad scope of changes to Minnesota law, the City may adopt an interim ordinance for the purposes of protecting the planning process and the health, safety, and welfare of its citizens. This interim ordinance may regulate, restrict, or prohibit the operation of cannabis businesses within the City of Sartell until January 1, 2025. Title 7, Chapter 9, prohibits the use of tobacco and e-cigarettes on city-owned property, which includes parks. The Minnesota Legislature recently legalized the use of cannabis under certain circumstances outlined by State Statute. The City has determined that more stringent regulations are needed to prevent the use of cannabis products within City parks to ensure the health, safety, and well being of all of those who patronize the parks, protect patrons from smoke and vapors in the air, pollution on the ground, and non-age-appropriate cannabis use. ATTACHMENTS: Cannabis Moratorium, Ordinance Amending Title 7, Chapter 9, and supporting documents.		

ORDINANCE NO. _____

**AN INTERIM ORDINANCE IMPOSING A MORATORIUM
ON THE OPERATION OF CANNABIS BUSINESSES**

WHEREAS, the Minnesota Legislature recently enacted 2023 Minnesota Session Law, Chapter 63 – H.F. No. 100 (the “Act”), which outlined legislation relating to the legal use of cannabis including, but not limited to, the establishment of the Office of Cannabis Management (“OCM”), legalizing and limiting the possession and use of cannabis and certain hemp products by adults, providing for the licensing, inspection, and regulation of cannabis businesses and hemp businesses, taxing the sale of certain cannabis products, establishing grant and loan programs, amending criminal penalties, providing for expungement of certain convictions and providing for temporary regulation of certain edible cannabinoid products;

WHEREAS, the Act allows local units of government, like the City of Sartell (the “City”), to regulate cannabis businesses by: (1) requiring local registration of certain cannabis businesses operating retail establishments, (2) adopting reasonable restrictions on the time, place, and manner of the operation of cannabis businesses, provided that such restriction do not prohibit the establishment or operation of cannabis businesses, (3) limiting the number of certain cannabis businesses based on the population of the community, and (4) prohibiting the operation of cannabis business within 1,000 feet of a school, 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field;

WHEREAS, the Act requires the OCM, which was established effective July 1, 2023, to work with local governments to assist in developing model ordinances for reasonable restrictions on the time, place, and manner of the operation of cannabis businesses. The Act also requires the OCM to establish additional rules and regulation relating to the operation of cannabis businesses;

WHEREAS, the City will benefit from reviewing and analyzing the OCM’s model ordinances, rules, and regulations before making any decisions related to the regulation of cannabis businesses within the City;

WHEREAS, the Act, by enacting Minn. Stat. § 342.13(e), allows a local unit of government that is conducting studies or has authorized a study to be conducted or has held or scheduled a hearing for the purposes of considering adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of cannabis businesses to adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. The interim ordinance may regulate, restrict, or prohibit the operation of cannabis businesses within the jurisdiction of a local unit of government until January 1, 2025;

WHEREAS, given the uncertainty regarding the model ordinances to be developed by the OCM and the broad scope of the changes to Minnesota law brought about by the Act, the City desires to adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens;

WHEREAS, the City desires to conduct a study for the purpose of considering the adoption or amendment of reasonable restrictions on the time, place, and manner of the operation

of cannabis businesses as well as the other regulations local units of government may adopt under the Act; and

WHEREAS, the City, after providing at least ten (10) days published notice, held a public hearing regarding the consideration and adoption of an interim ordinance prohibiting the operation of cannabis businesses within the City until January 1, 2025.

NOW, THEREFORE, the Sartell City Council adopts the following findings:

1. The recitals above are incorporated into the findings.
2. The City desires to foster growth and development of businesses within the City and acknowledges the changes brought by the Act to potential cannabis businesses.
3. The City has determined to undertake a study to consider: (1) the impact of cannabis businesses on the growth and development of the City; and (2) any reasonable restrictions on the time, place, and manner to protect the planning process and the health, safety, and welfare of the City's citizens.
4. The City Council needs an opportunity to conduct a study focusing on the appropriateness of cannabis businesses, codify appropriate ordinance revisions, consider model ordinances to be developed by the OCM, and schedule any public hearings, if necessary.
5. The City desires to impose a moratorium on the operation of cannabis businesses within the City until January 1, 2025 in order to adopt regulations and ordinances consistent with state law and guidance, facilitate further consideration of compatibility with future planning and development within the City, and determine if it is reasonable to adopt restrictions on the time, place, and manner on the operation of cannabis businesses.
6. An interim ordinance, pursuant to Minn. Stat. § 342.13(e), is necessary to allow the City time to update its ordinances and regulations, ensure compliance with state law, and protecting the planning process and the health, safety, and welfare of the City's citizens.
7. An interim ordinance temporarily prohibiting the operation of cannabis businesses within the City until January 1, 2025 is necessary to protect the planning process and the health, safety, and welfare of the City's citizens.
8. The City intends to lift or scale back the moratorium as quickly as new ordinances and regulations are adopted.

NOW, THEREFORE, pursuant to Minn. Stat. § 342.13(e), the Sartell City Council hereby ordains:

Section 1. Interim Ordinance.

1. Definitions. For the purpose of this Ordinance, the following terms mean:

Act:	The 2023 Minnesota Session Laws, Chapter 63 (H.F. No. 100).
Cannabis Business(es):	A business as defined in Minn. Stat. § 342.01, subd. 14.
City:	The City of Sartell.
Edible Cannabinoid Product:	A product as defined in Minn. Stat. § 151.72, subd. 1(c)
OCM:	The Office of Cannabis Management, establish as set forth in Minn. Stat. § 342.02, subd. 1.
Ordinance:	This interim ordinance, which is adopted pursuant to Minn. Stat. § 342.13(e).

2. Study Authorized. The City Council hereby authorizes and directs the City Administrator to have City staff and consultants conduct a study regarding the adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, as well as the other potential local regulations allowed under the Act, and report to the City Council on the potential regulation of Cannabis Businesses. The study shall include, but is not limited to, the model ordinances and regulations the OCM is directed to draft under Minn. Stat. § 342 and any other matters staff may determine are relevant to the City Council’s consideration of regulating Cannabis Businesses. City staff can then make recommendations to the City Council as to if and what types of regulations should be adopted.

3. Moratorium. A moratorium is hereby imposed regarding the operating of Cannabis Businesses within the City. During the term of this Ordinance, no business, person, or entity may establish or operate a Cannabis Business within the jurisdictional boundaries of the City. The City shall not accept, process, or act on any application, site plan, building permit, zoning requires, or other approval, including any requested confirmation, certification, approval, or other request from the OCM or other governmental entity requested the City review any application or proposal for a business proposing to engage in the operation of a Cannabis Business.

4. Violation. During the term of this moratorium, it is a violation of the Ordinance for any business, person, or entity to establish or operate a Cannabis Business within the City.

5. Enforcement and Penalty. The City may enforce this Ordinance by injunction or any other appropriate civil remedy in any court of competent jurisdiction. A violation of this Ordinance shall constitute a misdemeanor. Each day a violation occurs shall be considered a separate offense. A violation may result in the City reporting the violation to the OCM if relevant to the OCM licensing.

6. Exceptions. The moratorium imposed by this Ordinance does not apply to: (1) the continued operation of a business as part of the Medical Cannabis Program administered by the Minnesota Department of Health that was lawfully operating within the City prior to July 1, 2023; or (2) the lawful sale of Edible Cannabinoid Products in compliance with Minnesota Statutes, section 151.72. Nothing in this Ordinance exempts a business, person, or entity that is selling Edible Cannabinoid Products from having to comply with all requirements and prohibitions of applicable laws and ordinances.

7. Duration. This Ordinance shall become effective on the first day of publication after adoption and shall remain in effect until January 1, 2025. This Ordinance may be repealed earlier upon the effective date of an ordinance adopting or amending reasonable restrictions on the time, place and manner of the operation of a Cannabis Business within the City or by resolution of the City Council terminating this Ordinance prior to the expiration date.

8. Severability. Every section, provision, and part of this Ordinance is declared severable from every other section, provision, and part thereof. If any section, provision, or part of this Ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision, or part of this Ordinance.

Section 2. Summary Publication.

At least four-fifths of the City Council's member direct the City Administrator to publish only the title and summary of this Ordinance as follows:

“AN INTERIM ORDINANCE IMPOSING A MORATORIUM ON THE A ON THE OPERATION OF CANNABIS BUSINESSES. It is the intent and effect of this Ordinance to prohibit the operation of cannabis businesses until January 1, 2025 so the City of Sartell can study the effects of such activities, the appropriateness of existing regulations and designations, and ensure that regulations and designations are consistent with existing law and adequately protect the public health, safety, and welfare.”

A printed copy of the ordinance is available for inspection by any person during regular office hours at City Hall.

ADOPTED BY THE SARTELL CITY COUNCIL THIS ____ DAY OF _____, 2023.

Ryan Fitzthum
Mayor

Attest:

Anna Gruber
City Administrator

Legalization of Adult-Use Cannabis



- Chapter 63 legalizes adult-use cannabis and creates a statewide regulatory framework, making MN the 23rd state to legalize.
- 16 House committee hearings, 14 Senate committee hearings, 12 engrossments.
- Legalization of possession and home growth, decriminalization effective August 1, 2023.
- Majority of rulemaking to occur in 2024.
- Legal sales expected to begin by January 2025.

Use of Cannabis

Law specifically authorizes an individual 21 years or older to use adult-use cannabis flower & products in:



Private residence,
including yard



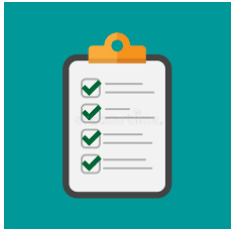
Private property, unless
owner prohibits



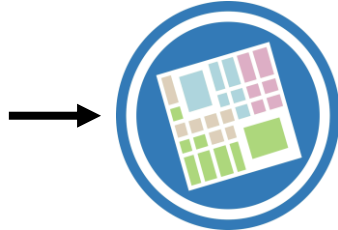
Events licensed to permit on-site
consumption



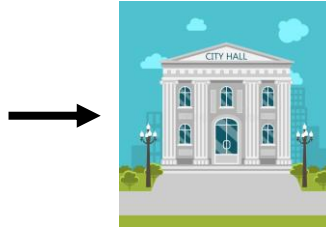
City Role in Regulation



A cannabis business applies for a license through the Office of Cannabis Management.



OCM consults city for zoning approval and feedback.



Cities issue registrations to certain cannabis businesses once they receive a license.



Cities conduct compliance checks and may suspend registrations if needed.



Cities may collect registration fees and are provided 10% of tax revenue.

Moratoriums on Retailers

- Cities may adopt moratorium on cannabis businesses until 2025.
- Prohibits establishing cannabis retailer so city can study the issue.



ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 7,
CHAPTER 9 OF THE SARTELL CITY CODE**

WHEREAS, Title 7, Chapter 9 of the Sartell City Code prohibits the use of tobacco and e-cigarettes on city-owned property, which includes parks; and

WHEREAS, the regulation of the City's parks is within the City's police powers; and

WHEREAS, the Minnesota legislature recently legalized the use of cannabis under certain circumstances outlined by State statute; and

WHEREAS, the City has determined that more stringent regulations are needed to prevent the use of cannabis products within the City parks to ensure the health, safety, and wellbeing of all those who patronize the parks to protect patrons from smoke and vapors in the air, pollution on the ground, and non-age-appropriate cannabis use, as allowed by Minnesota Statute § 412.491; and

WHEREAS, by amending Title 7, Chapter 9 of the City Code, the City's parks can be used to promote the public's health, welfare, safety, recreation, and enjoyment by preventing the inhalation of smoke and fumes from cannabis products that are smoked, preventing the ingesting and additional maintenance of pollution caused by cannabis products and wrappers that are discarded on the ground, and prevent the consumption of cannabis products by children, who are not allowed to consume cannabis products.

NOW, THEREFORE, the Sartell City Council hereby ordains:

1. **City Code Revisions:** The following changes shall be made to the City of Sartell's City Code (additions shown in underline and deletions shown in strikethrough):

CHAPTER 9 TOBACCO, ~~AND E-CIGARETTE~~, AND CANNABIS FREE SECTION:

7-9-1: General Conditions

7-9-2: Penalty

7-9-~~3~~1: GENERAL CONDITIONS

A. Tobacco and E-Cigarette Use on City-Owned Property is prohibited. This includes parks, trails, greenways, and other outdoor spaces, per Resolution 108-2016.

B. The use of cannabis products on any City-Owner Property is prohibited. This includes parks, trails, greenways, and other outdoor spaces. For the purpose of this Section, a cannabis product is any product made out of cannabis concentrate, a product infused with cannabinoid, including but not limited to tetrahydrocannabinol, extract or derived from cannabis plants or cannabis flower, and edible cannabis products.

7-9-~~4~~2: PENALTY: Any person violating any provision of this Chapter is guilty of a misdemeanor and shall be subject to penalty as provided in Section 1-4-1 of this Code.

2. This Ordinance shall be effective upon publication.

3. The following is the official summary of Ordinance No. ____ approved by the City Council on _____, 2023:

The City Council revised its Title 7, Chapter 9 which prohibits tobacco, e-cigarette, and cannabis use within City owned property, which includes parks.

A complete, printed copy of the Ordinance is available for inspection by any person during regular office hours at the City Administrator's office.

4. Publication of the title and summary of Ordinance No. ____ AN ORDINANCE AMENDING TITLE 7, CHAPTER 9 OF THE SARTELL CITY CODE clearly informs the public of the ordinance's intent and effect.

5. Four-fifths (4/5) of the City Council's members direct the City Administrator to publish only the title and summary of Ordinance No. ____.

Adopted _____, 2023.

ATTEST:

Ryan Fitzthum
Mayor

Anna Gruber
City Administrator

City Public Use Ordinance

- Cities may adopt ordinance prohibiting in a public place if definition of “public place” does not include:
 - Private residence, including person’s curtilage or yard.
 - Private property not generally accessible by the public, unless prohibited by the owner.
 - Licensed on-site consumption or event.
- Check current ordinance, may be broad enough.

City Use Ordinance

- Where allowed to use not entirely clear.
- Cities may adopt ordinance to prohibit in public places.
 - Cities get to define “public place.”
- Considerations
 - Smoking v. edible
 - What areas
 - Parks
 - City Property
 - Trails
 - Streets
 - Sidewalks
 - Places where outdoor smoking is otherwise allowed

CHAPTER 8

DRIVEWAY, SIDEWALK, CURB OR GUTTERS/APRON, RAIN GARDEN, SURFACING OF BOULEVARDS

SECTION:

- 7-8-1: Permits Required, Exceptions
- 7-8-2: General Conditions
- 7-8-3: Bond, Insurance Requirements
- 7-8-4: Regulations

7-8-1: PERMITS REQUIRED, EXCEPTIONS

- A. No person shall construct or repair any driveway, sidewalk, curb or other impervious surfacing within the public right-of-way outside the normal vehicle traveled area, on or within any public street, alley or other public property without first obtaining a permit from the city.
- B. Permits will not be required for the initial construction of streets, curb and gutter, aprons, driveways and sidewalks within new subdivisions.

7-8-2: GENERAL CONDITIONS

- A. If a driveway location is changed, any and all existing driveway cuts and aprons will be removed and replaced with barrier curb and gutter.
- B. All replacement concrete or bituminous street surfacing, concrete curbs or gutters, sidewalks, apron, shall be constructed in accordance with the current standards for such construction as used by the City on its construction projects and such special requirements established by the City.
- C. Rain gardens located in the right of way shall be maintained by the adjacent property owner. The gardens should be cleaned at least once per year to remove weeds, debris, and excess sediment that has accumulated. Should the regular maintenance not be completed, the city will undertake the maintenance and the costs of this work will be billed to the property owner. Filling of the rain garden within the right of way is not allowed except in those instances where the property owner submits an application requesting a detailed review by the Public Works and Engineering staff. The granting of the removal of the rain garden will only occur if the location of the rain garden is deemed to not be a critical location for the overall functioning of the City storm sewer system. If filling of the rain garden is approved, the property owner, at their own cost, will be responsible for removal of the existing curb cut and installing the full-back curb in its place in order to keep water within the street's curb and gutter. Property owners wishing to create or add a new rain garden within the right of way will need to submit a rain garden application to the City for review and approval. New rain garden locations will be considered and approved on a case-by-case basis. The rain garden application fee and all installation costs shall be the responsibility of the applicant.

7-8-3: BOND, INSURANCE REQUIREMENTS

- A. Corporate Surety Bond: Any permittee except a public utility corporation shall file with the Clerk-Treasurer a corporate surety bond in the amount of five thousand dollars (\$5,000.00) conditioned that the permittee will:
 - 1. Perform work in connection with the excavation in accordance with applicable ordinances and regulations;
 - 2. Indemnify the City and hold it harmless from all damage caused in the execution of such

- work; and
3. Pay all costs and damages suffered by the City by reason of the failure of the permittee to observe the terms of applicable ordinances and regulations or because of negligence in the execution of the work.

The bond shall be approved as to form and legality by the City Attorney.

B. Liability Insurance: Any permittee except a public utility corporation shall furnish proof that the permittee has in existence an insurance policy protecting permittee from liability to the public, including the City, in an amount equal to the maximum claim the City might be required to pay under Minnesota Statutes chapter 466. (Ord. 85-1, 7-8-1985).

7-8-4: REGULATIONS AND GENERAL CONDITIONS

The director of Public Works is authorized to enact reasonable rules and regulations, which shall include the following:

- a. The Property Owner is responsible for any maintenance and/or repairs to the sidewalk(s) located on the Property.
- b. All work shall be performed by a licensed contractor and in accordance with plans and specifications approved by the director.
- c. Payment of permit fees, as determined by council resolution, and payment of all additional costs of inspection incurred by the department.
- d. During construction, the work are shall be guarded by day with suitable barriers and by night with flashing yellow lights to prevent injury or damage to persons or property.
- e. The contractor shall assume full responsibility for all damages to persons or property arising out of the construction, reconstruction or repair of the improvements.
- f. All work shall be performed in accordance with all applicable laws or regulations.
- g. Materials, methods of construction, minimum and maximum width of driveways and sidewalks, shall be subject to the approval of the director.
- h. All driveway aprons shall be concrete construction.
- i. Driveways that lead to new or altered parking areas on private property must comply with applicable zoning requirements.
- j. Duty to correct defects. The permittee shall correct defects in patching, or restoration performed by the permittee or its agents. The permittee, upon notification from the Director, shall correct all restoration work to the extent necessary. The work shall be completed within 10 calendar days of the receipt of the notice from the Director.
- k. Failure to restore. If the permittee fails to restore the right-of-way in the manner and to the condition required by the Director, or fails to satisfactorily and timely complete all restoration required by the Director, the City at its option may do the work. In that event the permittee shall pay to the city, within 30 days of billing, the cost of restoring the right-of-way. If the permittee fails to pay as required, the city may exercise its rights under the construction performance bond.



STAFF MEMO

Lead Department and Contact: Administration – Anna Gruber & Kari Theisen	Meeting Date: August 14, 2023	Agenda Item No. 08a
Agenda Section: New Business	Goal Area: Livable City	Item: Community Grant Request
PREVIOUS COUNCIL REVIEW OR ACTION: Council approved the addition of the Childcare category to the Community Grant Program Policy on July 10, 2023. BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None. DEPARTMENTAL REVIEW AND IMPACTS: Administration: management of Community Grant Program and association relationships. Finance: facilitation of the financial aspect of the Community Grant Program. Community Development: economic development related to Community Grant Program. Public Works: None. Public Safety: None. RECURRING REQUEST: No. PROPOSED BUDGET/FISCAL IMPACT: Request is for \$22,000 which would be from the Economic Development fund. OPPORTUNITY COST IF APPROVED: None. COUNCIL ACTIONS REQUESTED: Motion and 2nd to approve the Community Grant Request for \$22,000. BACKGROUND: 814 Services LLC has requested \$22,000 to help cover the platting fees which include trunk storm, water, sanitary, and park dedication fees. The approximate cost of this would be less than \$22,000, however without receiving the plat to verify the total buildable area, the request amount is the highest in which the fees would be. The developer provided a site plan which shows a lot that is approximately 1.25 acres in size, the total buildable area will be less than that which would drop the amount closer to the maximum allowable amount under the financial policies of \$20,000. The developer is proposing an 11,680 square foot daycare center which will service approximately 170 children and have staff of approximately 30 people. According to the financial policy, if the proposed center will provide 150-200 childcare openings, and follow the minimum staff-to-child ratios then they would be eligible for up to \$20,000. The final amount shall be determined at the discretion of the City Council. ATTACHMENTS: Supporting documents.		



City of Sartell Community Grant Funding Application

1. Organization Name _____ 814 Services LLC _____
2. Primary Contact: _____ Bradford Egan _____
Phone: _____ 313-530-1456 _____
Email: _____ began@814cre.com _____
3. Were you referred to this grant from a City Employee or Council Member? If so, who?
☒ Yes
☐ No
Name: Kari Theisen, Project Supervisor, City of Sartell MN
4. Does funding request benefit Sartell by encouraging economic development? If so, how?
☒ Yes
☐ No
Briefly explain how: We are proposing a development of a day care center that will service approx. 170 children and have a staff of approx. 30 people.
5. Have you received funding from this grant in the past two calendar years?
☐ Yes
☒ No

Please attach the following documents:

- a. ALL costs associated, not just what you are asking funding for: Please see below
- b. Which costs you are asking to be funded? Relief of Developer and Park Dedication Fee of approx. \$22,000
- c. A detailed concept plan

Associated Costs:

Although all costs are preliminary estimates, we have taken into account the following:

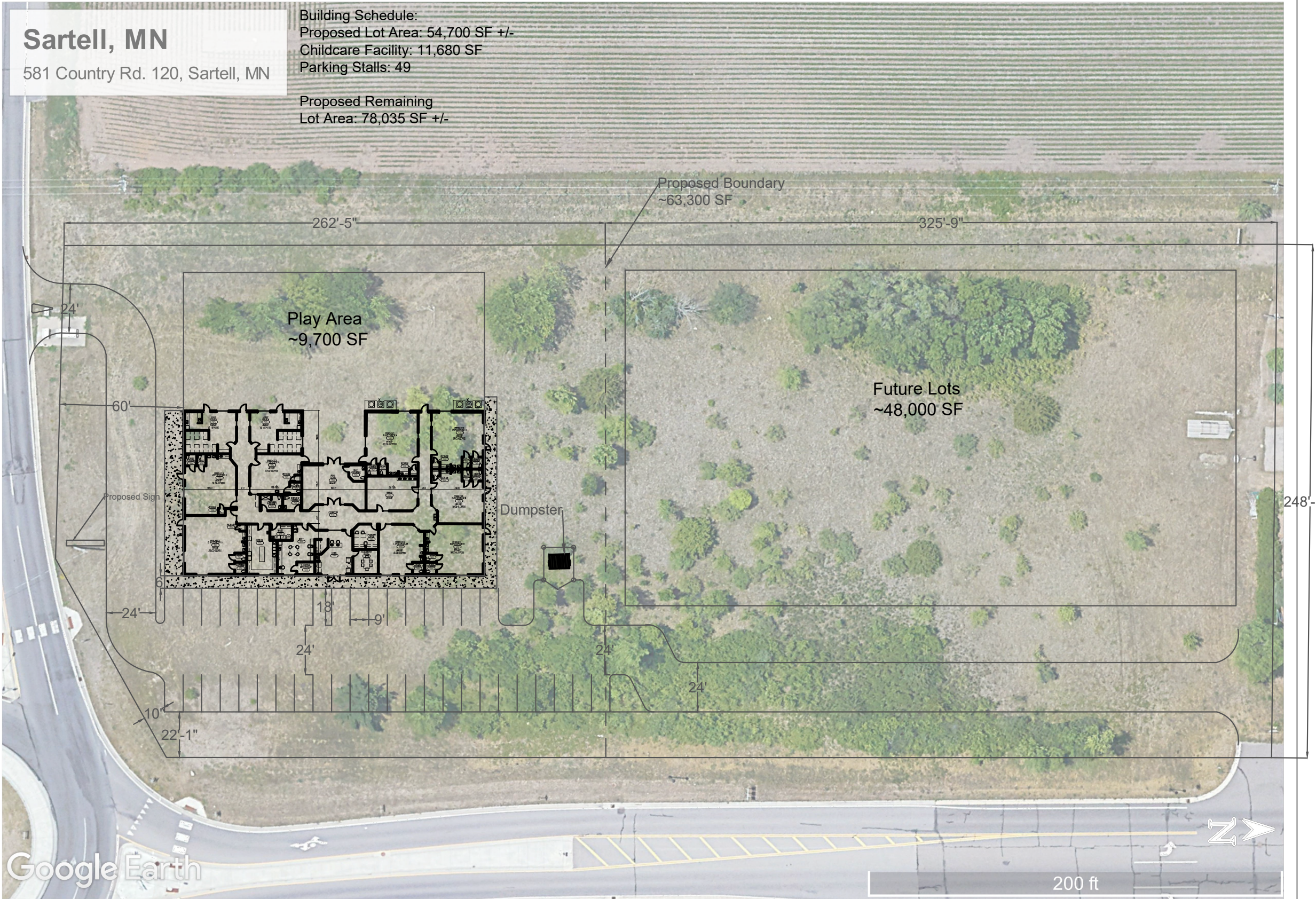
1. Construction of Bldg, per I.C.C. value, would be \$2,206,432.22
2. Site Work Estimate: \$250,000-\$300,000
3. Soft Costs/Sartell MN estimated fees: Approx. \$133,000 for WAC/SAC, Meters, Developer/Park Dedication Fees, Planning Review and permit fees.
4. Other Soft Costs for Arch/engineering/Survey/Phase I/Legal/Etc...: Approx. \$140,000
5. Land Acquisition: Cannot Disclose

Sartell, MN

581 Country Rd. 120, Sartell, MN

Building Schedule:
Proposed Lot Area: 54,700 SF +/-
Childcare Facility: 11,680 SF
Parking Stalls: 49

Proposed Remaining
Lot Area: 78,035 SF +/-



Project: Childcare Facility
Project City: Sartell, MN
Project Address: 581 Country Rd. 120
Client: 814 Development

IMPERIAL ATLANTIC L.L.C.

Revision & Date:	
Draft Rev. 0	02.15.23
Draft Rev. 1	02.16.23
Draft Rev. 2	02.16.23
Draft Rev. 3	02.27.23
Draft Rev. 4	05.09.23
Draft Rev. 5	05.12.23
Draft Rev. 6	06.13.23



Issued for: 08/22/2022
95% Review 09/07/2022
100% Permit



Subject: CODE PLAN

Project Owner:

EIGHT
814 Services, LLC
10000 S. Main Road
Suite 100
Berkeley, MI 48072

Project Consultants:

FormSurfaces Design Group
10913 Maricello Lane
Wilmette, IL 60091

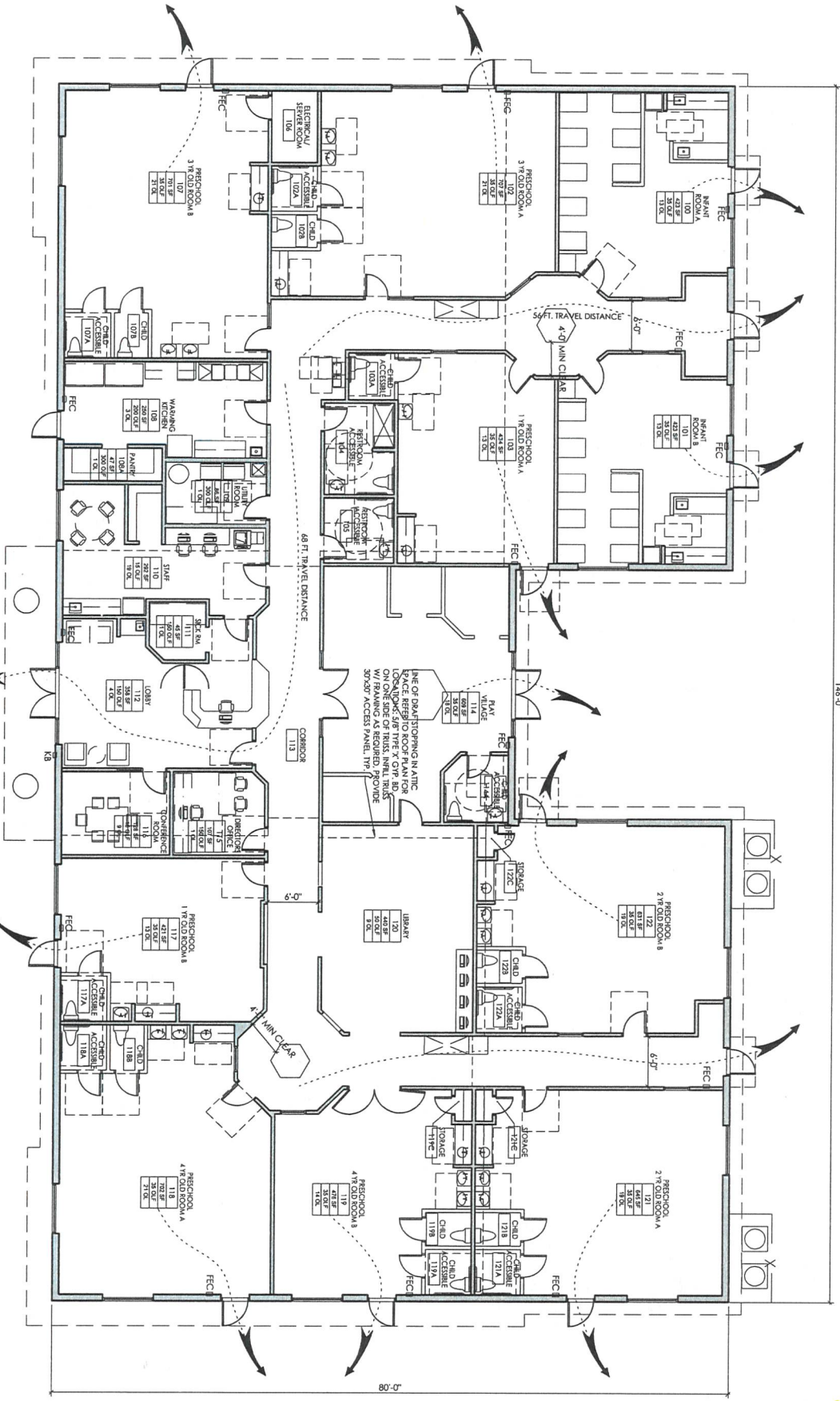


WSP USA
30 N. LaSalle
Suite 4200
Chicago, IL 60602

Job No. 20211207
Sheet No. G 002

Item	Reference	Item	Reference
1. APPLICABLE CODES			
International Building Code	2015	5. Allowable Height	Provided
International Mechanical Code	2015	Allowable Building Height: 40 ft	IBC 504.3
International Fire Code	2015	Allowable Stories Above Grade Floor: 1	IBC 504.4
International Plumbing Code	2015		
National Building Code	2014		
ICC ANS A117.1	2009		
2. Project Description			
THIS PROJECT IS FOR A NEW 10,910 SF ONE STORY BUILDING LOCATED IN COTTLEVILLE, MISSOURI. IT WILL BE A NEW CHILD DAY CARE BUILDING. USE GROUP E FOR DAY CARE FACILITIES.			
3. Occupancy			
Group E, Day Care facilities	Provided	IBC 505.2	
4. Construction Classification			
Construction Type: 12X12 IT GIRD OR OCCUPANCY RATED 2X10	Provided	IBC 601.2.3	
Fire Protection: 1/2" MIN. Gypsum Board	Yes	IBC 703.2.3	
Fire and Smoke Alarm	Yes	IBC 907.2.3	
5. Egress			
Means of egress required	2	IBC 1009.1	
Number of Exit and Exit Access	3	IBC 1009.1	
Exit required per Story: 2	3	IBC 1009.3.2	
6. Total Occupancy Load			
333	333	IBC 1009.3.2	
7. Occupant Load			
Daycare: 35, net	Provided	IBC 1004.5	
Business: 150, gross	34	IBC 1004.5	
Kitchen: 200, gross	4	IBC 1004.5	
Lobby: 30, net	9	IBC 1004.5	
Accessory storage and mechanical: 300, gross	9	IBC 1004.5	
8. Fire Protection Systems			
Portable extinguishers: Each Classroom, Kitchen	Yes	IBC 904.1.1	
Drill: Shop: 3,000 ft Max Apg	Yes	IBC 718.4	
9. Accessibility			
Comply with Chapter 11	Provided	IBC 1102	
Comply with ICC A117.1	Compliant	ANSI 117.1	
10. Plumbing Fixture			
Classification: Education	2	IBC 2902.1	
1 per 100: Drinking Fountains	1	IBC 2902.1	
233: Sinks	17	IBC 2902.1	
1 per 50: Water Closets and Lavatories	17	IBC 2902.1	
Required: 5WC and 5 Lav			
11. Exit Access Travel Distance			
Dead End Limit: 20' Max	Provided	IBC 1009.4	
Travel Distance to Exit: 200' Max (Non-Sprinklered)	<200 ft	IBC 1017.2	
Travel Distance to Exit: 250' Max (Sprinklered)	<250 ft	IBC 1017.2	
Common Exit: 100' Max (Non-Sprinklered)	<100 ft	IBC 1006.2.1	
Common Exit: 100' Max (Sprinklered)	<100 ft	IBC 1006.2.1	
Each having exterior doors	No exception	IBC 1006.2.1	
Minimum Corridor Width: 44"	48" / 72" ft	IBC 1006.2	
12. Fire Protection Systems			
Portable extinguishers: Each Classroom, Kitchen	Yes	IBC 904.1.1	
Drill: Shop: 3,000 ft Max Apg	Yes	IBC 718.4	
13. Accessibility			
Comply with Chapter 11	Provided	IBC 1102	
Comply with ICC A117.1	Compliant	ANSI 117.1	
14. Energy			
Climate Zone 4A	ASHRAE 90.1		
15. Plumbing Fixture			
Classification: Education	2	IBC 2902.1	
1 per 100: Drinking Fountains	1	IBC 2902.1	
233: Sinks	17	IBC 2902.1	
1 per 50: Water Closets and Lavatories	17	IBC 2902.1	
Required: 5WC and 5 Lav			

Room Name	Age Group	SF per Child	Age Provided	Children	Staff Ratio	Staff Required
Front Room A	6 wk-6mo	35sf	423sf	12	1:4	3
Front Room B	7mo-12mo	35sf	423sf	12	1:4	3
Two Yr Old Room A	13mo-24mo	35sf	423sf	12	1:4	3
Two Yr Old Room B	13mo-24mo	35sf	423sf	12	1:4	3
Three Yr Old Room A	2yr-3yr	35sf	443sf	18	1:8	3
Three Yr Old Room B	2yr-3yr	35sf	443sf	18	1:8	3
Four Yr Old Room A	3yr-4yr	35sf	443sf	20	1:10	2
Four Yr Old Room B	3yr-4yr	35sf	443sf	20	1:10	2
Five Yr Old Room A	4yr-5yr	35sf	443sf	20	1:10	2
Five Yr Old Room B	4yr-5yr	35sf	443sf	20	1:10	2
Child Under 3	0-3	35sf	443sf	13	1:10	2
Child Under 3	0-3	35sf	443sf	13	1:10	2
Plumbing Fixtures	Age Group	Ratio	Capacity	Child	Plumbing Required	Plumbing Provided
Water Closets	2yr & over	1:20	10	10	5 Water Closets	13 Water Closets
Drinking Fountains	1yr & over	1:20	10	10	5 Drinking Fountains	13 Drinking Fountains



1483 SF	1483 SF
2877 SF	2764 SF

DRAFTSTOP ATTIC AREA PLAN

CODE PLAN LEGEND	
----	EGRESS ROUTE
FEC	FIRE EXTINGUISHER CARRIER-INDICATED IN PATED WALLS
FE	FIRE EXTINGUISHER
KB	KNOX BOX-COORDINATE WITH LOCAL FIRE DEPT.
----	EGRESS DOOR(S)

CITY OF SARTELL
REQUEST/QUOTE FOR ESTIMATED PERMIT FEES

This document is for estimating fees for a proposed project. The actual cost for fees may vary. This is not an approval for work to begin or for permits to be issued.

Date: 5/5/23 Owner: _____

Phone: _____ Fax: _____ Email: _____

Project Name: Daycare Bldg

Project Location: 581 City Rd 120

Estimated Construction Valuation Of Project (minus land): 1.6 million

Building Use Type (circle all that apply): 1 & 2 family res./Multifamily/Retail/Business/Vehicle Repair/
Medical/Storage-Warehouse/Educational/Institutional/Assembly/Hazardous storage or use

Describe the intended use: day care

Floor Area Of Each Use: 10,974 Sq Ft

Seating Capacity (assembly use): _____

Number Of Dwelling Units (multi family) _____

Signature: _____ Name: _____

To be completed by City

Estimated Permit Fee: 9,000.00 Surcharge: 740.00

Plan Review Fee: 5850.00 Land Disturbance Fee: _____

Estimated WAC/SAC Fees: 85,460.23

City Official: Mark Frim Date: 5-5-23

****Additional fees may apply for plumbing, HVAC, fire suppression or alarms, water meter, park dedication, etc.**

This estimate for fees is based on the information provided above and is subject to change.

***Any revisions made to the information provided on this document must be provided in writing on a new form**



STAFF MEMO

Lead Department and Contact: Engineering – April Ryan	Meeting Date: August 14, 2023	Agenda Item No. 08b
Agenda Section: New Business	Goal Area: Strong Foundation	Item: West Side Reconstruction

PREVIOUS COUNCIL REVIEW OR ACTION:

- Council approved budget and CIP plan for 2025 West Side Reconstruction Project.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION:

No board, commission or committee review was required for this action item.

DEPARTMENTAL REVIEW AND IMPACTS:

Administration: Staff has been involved with the project and recommends approval.

Finance: Staff is accounting for project costs within the City's financial plan and recommends approval.

Community Development: Staff recommends approval.

Public Works: Staff has been involved with the project and recommends approval.

Public Safety: None.

RECURRING REQUEST:

Future action by council will include approval of, final design and bidding services agreement, construction services agreement and authorization to bid and award of construction.

PROPOSED BUDGET/FISCAL IMPACT:

Estimated Total Project Cost

Total Project Cost Summary Estimate	
Feasibility Report & Survey	\$158,200*
Geotechnical	\$29,380*
Televising	\$27,600*
Soft Costs (Survey, Design, Permits, Construction Services)	\$2,053,000
Construction	\$12,300,000
TOTAL PROJECT COSTS =	\$14,568,180

*Items on tonight's agenda for consideration of approval.

Project Funding Splits	
Street, Alley & Storm Sewer	\$5,929,249
Stormwater Treatment	\$2,549,432
Water	\$3,146,727
Sanitary	\$2,942,772
SUB-TOTAL Project Funding =	\$14,568,180

OPPORTUNITY COST IF APPROVED:

Authorizing the feasibility report is the first step in the 429 assessment process. By moving forward, the city will be able to assess a portion of the project costs to be benefiting property owners. Additionally, this area of the city currently has the oldest infrastructure within the community. By moving forward with this project, the city will be reducing the probability of costly utility failures and drainage issues.

COUNCIL ACTIONS REQUESTED:

A motion to approval the resolution ordering the preparation of the feasibility study and approval of the preliminary design agreements.

BACKGROUND:

The West Side Reconstruction project is included within the Capital Improvement Plan to start construction in 2025. The project has been pushed back multiple times due to budget constraints. The utilities are some of the oldest within the city and the streets are falling apart. Many residents have expressed concern with the current condition of the street and age of utilities.

A portion of the project costs is planned to be assessed back to the property owners and will need to follow the States 429 assessment process. The first step within the process is to complete a feasibility report and preliminary assessment worksheet.

Below is a list of streets included in the West Side Reconstruction Project Area. (see map)

- 1st Avenue North and alley from 3rd Street North to 7th Street North.
- 2nd Avenue North and alley from 2nd Street North to 4th Street North and from 5th Street North to 7th Street North.
- 3rd Avenue North from 2nd Steet North to 5th Street North.
- 4th Avenue North from 2 ½ Street North to 4th Street North.
- 1st Street North from 5th Avenue North to 8th Avenue North.
- Terry Lane from 8th Avenue North to 9th Avenue North.
- 2nd Street North from 1st Avenue North to 3rd Avenue North.
- 3rd Street North from 3rd Avenue North to 5th Avenue North.
- 4th Street North from Riverside Avenue to 3rd Avenue North and from 4th Avenue North to 5th Avenue North.
- 5th Street North from Riverside Avenue to 2nd Avenue North.
- 6th Street North from Riverside Avenue to 2nd Avenue North.
- Sartell Street from Riverside Avenue to 4th Avenue North.

Provided below is an overview of the project schedule.

- September 12, 2023: Public open house to hear resident's concerns, input and questions.
- September 2023 – February 2024: Survey, soil borings, and televising
- September 2023 – March 2024: Feasibility Report
- April 2024: Preliminary Assessment Hearing
- May 2024 – December 2024: Final Design
- February 2025 – March 2025: Bidding
- April 2025 – June 2026: Construction
- September 2025: Final Assessment Hearing
- August 2026: Project Closeout

ATTACHMENTS:

- Resolution
- Feasibility & Survey Agreement
- Geotechnical Agreement
- Televising Estimate
- Project Map

RESOLUTION NO. _____

Resolution Ordering Preparation of Feasibility Report on The 2025 West Side Reconstruction Improvements Project.

WHEREAS, it is proposed to improve the street and utilities for the neighborhoods located within the City of Sartell on the west side of the Mississippi River by constructing sanitary sewer, water main, storm conveyance, stormwater treatment, street, concrete curb and gutter, trail/sidewalk, lighting, and turf restoration improvements and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement be referred to SEH for study and that they are instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted by the council this 14th day of August 2023.

Mayor

City Administrator

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Sartell ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 12, 2017, this Supplemental Letter Agreement dated August 14, 2023 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2025 West Side Reconstruction - Feasibility Report & Survey**.

Client's Authorized Representative: Anna Gruber, City Administrator

Address: 125 Pinecone Road North, Sartell, Minnesota, 56377

Telephone: 320.258.7309

email: anna.gruber@sartellmn.com

Project Manager: April Ryan

Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377

Telephone: 320.229.4329

email: aryan@sehinc.com

Scope: The Services to be provided by Consultant:

Consultant services will consist of collecting topographic survey and study phase services to prepare and finalize a feasibility report for the West Side Reconstruction project as described below.

Consultant understands the West Side Reconstruction project to include the following:

- Full reconstruction of street and municipal utilities of the following roadways:
 - 1st Avenue North and alley from 3rd Street North to 7th Street North.
 - 2nd Avenue North and alley from 2nd Street North to 4th Street North and from 5th Street North to 7th Street North.
 - 3rd Avenue North from 2nd Street North to 5th Street North.
 - 4th Avenue North from 2 ½ Street North to 4th Street North.
 - 1st Street North from 5th Avenue North to 8th Avenue North.
 - Terry Lane from 8th Avenue North to 9th Avenue North.
 - 2nd Street North from 1st Avenue North to 3rd Avenue North.
 - 3rd Street North from 3rd Avenue North to 5th Avenue North.
 - 4th Street North from Riverside Avenue to 3rd Avenue North and from 4th Avenue North to 5th Avenue North.
 - 5th Street North from Riverside Avenue to 2nd Avenue North.
 - 6th Street North from Riverside Avenue to 2nd Avenue North.
 - Sartell Street from Riverside Avenue to 4th Avenue North.
- Storm water management systems designed to achieve City and State stormwater treatment requirements. A portion of the treatment requirements were met with the construction of 2022 CR 1 Improvement project.
- Residential roadway typical section with curb and gutter.
- Inclusion of sidewalk and tails to complete gaps within the City's current pedestrian system.
- Street lighting improvements.

Task 1: Feasibility Report

Consultant's scope of service to complete the Feasibility Report include the following:

- Public Engagement (assumes 2 public meetings and 40 hours of resident correspondence).
- Feasibility Report Content:
 - Summary of project history and existing conditions.
 - Proposed roadway typical section.
 - Preliminary layout and sizing of sanitary sewer and water main.
 - Preliminary storm sewer layout and conveyance routing.
 - Preliminary sizing and location of potential stormwater management areas.
 - Figures:
 - Street improvements.
 - Typical roadway sections.
 - Sanitary sewer and water main improvements.
 - Drainage and storm sewer improvements.
 - Stormwater management facilities.
 - Project opinion of probable cost.
 - Proposed project schedule and phasing.
 - Feasibility report narrative.
- Development of Preliminary special assessment worksheet and calculations.
- Coordination meetings with Client to review project details (assumes two meetings).
- Assist Client with public notifications required per the MN Chapter 429 process.
- Assist Client with conducting the Public Improvement hearing.
- Assist Client with Coordination of geotechnical services and televising services.

Task 2: Survey

Consultant's scope of survey services includes performing a topographic survey of the project area:

- Place Gopher State One-Call utility locate request for private utility owners to locate buried utilities.
- Conduct a preliminary utility meeting and coordination.
- Collect topographic survey of the project area.

At the conclusion of the Feasibility Report, Consultant will provide a separate professional services agreement for final design, bidding services, and construction services, assuming the Council authorizes the project to move forward.

Additional Services:

Services from Consultant not listed above, if required or requested, can be provided to the Client at our normal hourly rates.

Assumptions:

- No wetland impacts will occur for project construction. If the final design process indicates wetlands will be impacted, that service will be provided on an hourly basis.
- Soil borings and geotechnical evaluation services will be paid directly by the Client. Consultant will assist Client in coordinating with geotechnical consultant.
- Sewer televising services will be paid directly by the Client. Consultant will assist Client in coordinating with televising contractor.

Not Included:

- Final design services.
- Bidding services.
- Construction services.

Schedule:

Consultant will begin work as soon as authorized to proceed with the following anticipated project milestone dates.

Feasibility Report & Final Design:Present to council March 2024
Final Design: April 2023 – December 2024
Bidding: January 2025 – March 2025
Construction: April 2025 – June 2026

Payment:

The lump sum fee is \$158,200 including expenses and equipment.

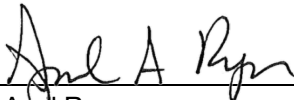
Task 1: Feasibility Report	\$ 77,300
Task 2: Topographic Survey	\$ 80,900
Total	\$ 158,200

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-2.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Sartell

By: 
Full Name: April Ryan
Title: Client Service Manager

By: _____
Full Name: _____
Title: _____

Exhibit A-2
to Supplemental Letter Agreement
Between City of Sartell (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 14, 2023

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

August 7, 2023

Proposal QTB182747

City of Sartell
c/o April Ryan, PE
SEH, Inc.
2351 Connecticut Avenue, Suite 300
Sartell, MN 56377

Re: Proposal for a Geotechnical Evaluation
Sartell West Side Reconstruction
Sartell Street West, Terry Lane, 1st, 2nd, 3rd, and 4th Avenue North, and 1st, 3rd, 4th, 5th, and
6th Street North
Sartell, Minnesota

Dear Ms. Ryan:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed street and utility improvements along portions of the referenced streets.

Project Information

Per the email request from April Ryan, SEH, we understand the proposed project will include the installation of new sanitary sewer, storm sewer and watermain along portions of the roads indicated above. These portions of roadways will also be reconstructed as bituminous-surfaced roads.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected boring locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the utilities and roads.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on performing the borings in the existing pavements, it appears that the site is accessible a truck-mounted drill rig. We assume there will be no cause for delays in accessing the boring locations. We are not including tree clearing or obstruction removal.

Depending on access requirements potential utility conflicts, our field crew may alter the boring locations from those proposed to facilitate accessibility.

AA/EOE

Staking

We will stake prospective boring locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the boring locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

We propose to drill 35 standard penetration test borings for the project, extending 5 borings to 10 feet, 15 borings to 20 feet, and 15 borings to 24 1/2 feet. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

MDH Sealing Record

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent).

Borehole Abandonment

We will backfill our boring locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 667 1/2 linear feet of borehole with grout.

Upon backfilling or sealing boring locations, we will fill holes in pavements with a temporary patch. Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 20 moisture content tests, 10 mechanical analyses (through a #200 sieve only), and 4 organic content tests. We will adjust the actual number and type of tests based on the results of our borings.

Engineering Analyses

We will use data obtained from the boring and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to pavement design and performance.

Report

We will prepare a report including:

- A sketch showing the boring locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing utility and pavement subgrades, and the selection, placement and compaction of fill.
- Recommended R-value for pavement design and recommended pavement layer thicknesses.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 2 to 3 weeks following receipt of written authorization
- Field exploration – 5 days on site to complete the work
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Preliminary results – within about 2 weeks after completion of field exploration

- Report submittal – within about 3 weeks after the field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$29,380. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Steve Thayer at 320.980.3187 (sthayer@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Andrew J. Hillerud, PE
Project Engineer



Steven A. Thayer, PE
Business Unit Manager, Senior Engineer

Attachment:
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



August 1, 2023

SEH
Attn: April A Ryan
2351 Connecticut Ave
Suite 300
Sartell, MN 56377

RE: City of Sartell West Side Reconstruction

Televising
\$0.70 per LF for sanitary sewer

Televising
\$1.25 per LF for storm sewer

If you have any questions or would like to reserve a date for this to be done please let me know.

A handwritten signature in blue ink, appearing to read "Derrick Nelson", with a long, sweeping horizontal line extending to the right.

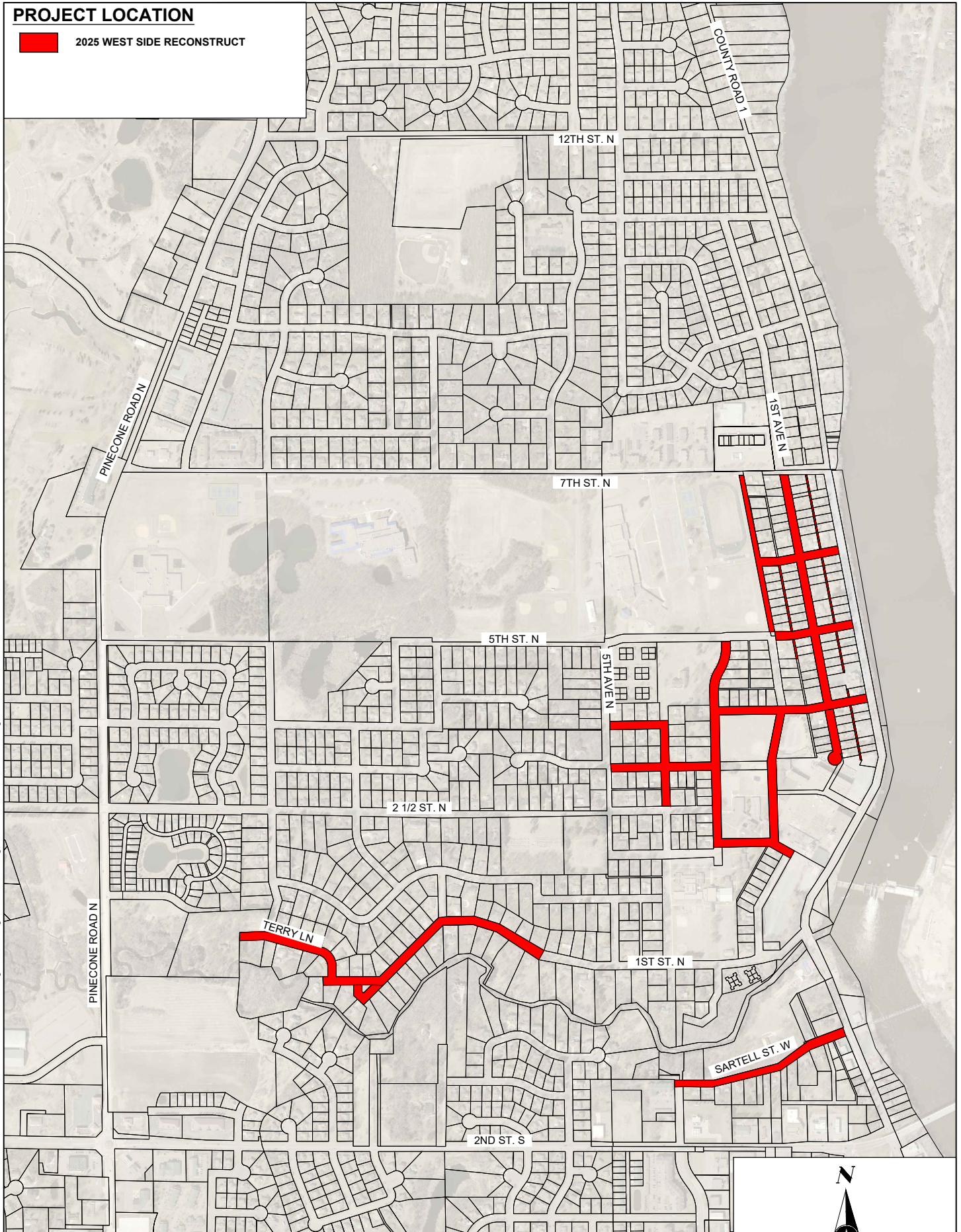
Derrick Nelson
Owner
Nelson Sanitation & Rental Inc.

PROJECT LOCATION



2025 WEST SIDE RECONSTRUCT

Save: 6/27/2023 2:54 PM cdark Plot: 7/20/2023 2:07 PM X:\PT\IS\ARTE\172234\5-final-dsgrt51-drawings\10-Civil\cad\dwg\sheetSL-G0149L OC NEW.dwg

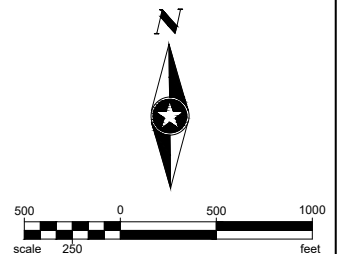


PROJECT NO.
SARTE G0149

DATE:
7/20/2023

PROJECT LOCATION 2025 WEST SIDE RECONSTRUCTION SARTELL, MINNESOTA

FIGURE
NO. 1





Building a Better World
for All of Us®

MEMORANDUM

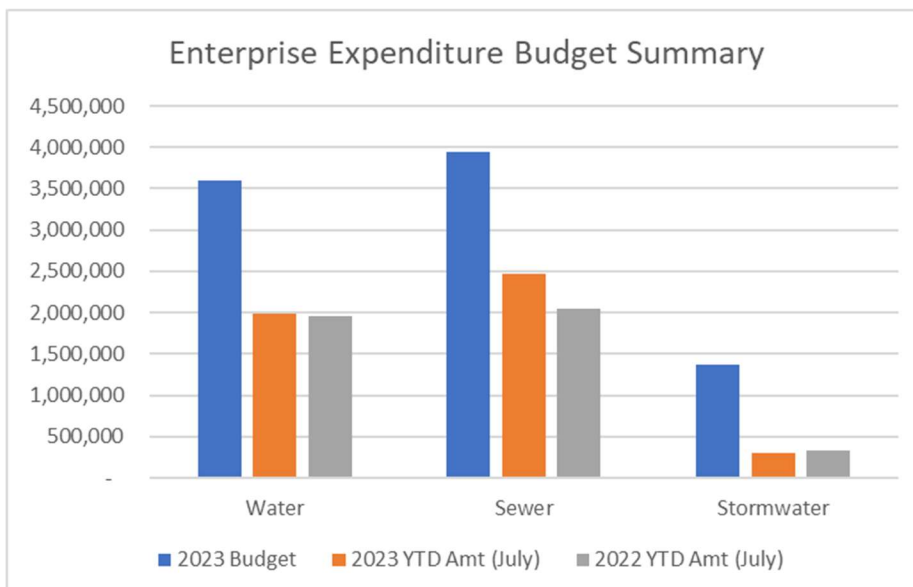
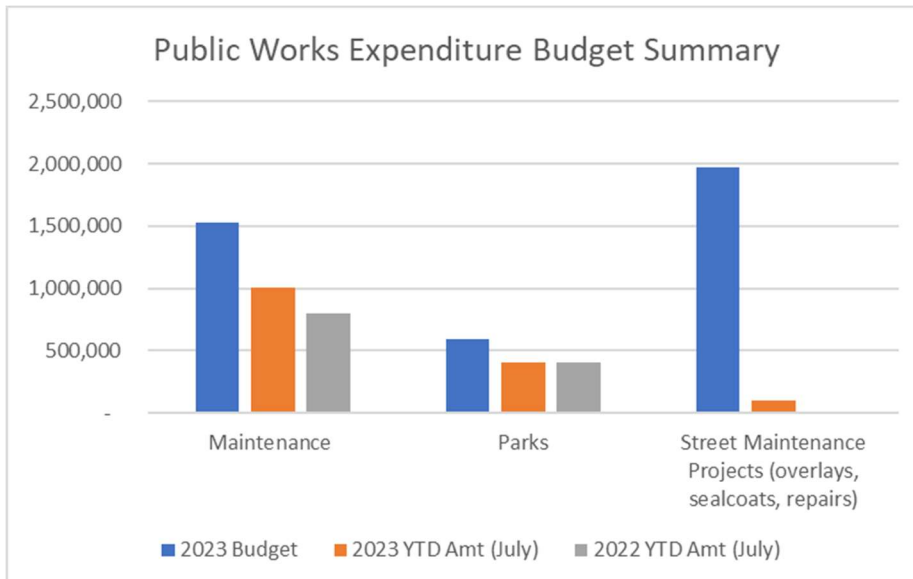
TO: Mayor and Council Members

FROM: April Ryan & Hunter Lund, City Engineers
John Kothenbeutel, Public Works Director

DATE: August 14, 2023

RE: Monthly Engineering & Public Works Update
SEH No. SARTE General 14.00

Public Works:



Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2351 Connecticut Avenue, Suite 300, Sartell, MN 56377-2485

320.229.4300 | 800.572.0617 | 888.908.8166 fax

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

!! Drought Conditions !!

MAINT.

Curb Repairs
Ditch Mowing

PARKS

Mowing & Trimming
Ditch Mowing
Bearson Courtyard
Field Painting
Irrigation Repairs
Weed Spraying
Lion's Park Playground Removal

STREETS

Crack Filling
Pothole Patching
Street Sweeping
Traffic Line Painting

UTILITIES

Sewer Jetting
Utility Locates
Water Plant Operation
Lift Station
Meter Reading

General Engineering:

Summarized below are the general engineering activities through June 2023.

The annual budget for 2023 is \$82,500.

(March and April saw higher General Engineering cost due to ClearGOV efforts, CIP Planning, ordinance revision reviews, annual reports, master park plan efforts, and potential development questions)

Task Name	June Only	Year to Date
General Engineering	\$2,732.25	\$15,184.50
Meetings	\$2,000.00	\$15,000.00
Maps	\$230.00	\$7,760.25
Development Activity	\$647.50	\$9,594.75
Misc. Inspections	\$518.20	\$4,112.85
Traffic Complaints	\$0.00	\$1,279.00
TOTAL	\$6,127.95	\$52,931.35
Prorated Annual Budget	\$6,875.00	\$48,125.00

Projects:

2022 Projects:

- **CR 1:** Project is mainly complete. The contractor continues to work on turf establishment and punch list items. The DNR has final inspection scheduled for August 17th for final release of the \$500k in grant funds.
- **19th Ave. S.:** Non-wear paving took place last week. Final paving and striping will take place over the next couple of weeks.
- **Scout & Dehler Drive:** Punchlist items remaining.
- **LS #2 Replacement:** Substantially completed. Remaining items include generator & turf establishment.

2023 Projects:

- **Trail Gaps:** Sidewalk has been installed on 12th Street & 7th Street. The contractor is working on restorations. Removals have started on 3rd Street and 13th Ave. N.
- **2023 Overlays:** Concrete work is done. 12th Street has been reclaimed. Wear course paving on 12th Street started today. Final paving is scheduled for August 21st.
- **2023 Seal Coat:** Seal coat is done. Striping will take place over the next two weeks.
- **PCP Trail:** Trail is done. Turf establishment is the only remaining item.
- **N. Side Park:** This will be a late summer / early fall project.
- **Heritage Drive Trail:** Construction has started. Utilities are installed. The contractor will be working grading over the next couple of weeks.
- **Surge Tank:** The building is on backorder. Construction will take place spring of 2024.

Other Highlights:

- Westside Reconstruction Public Information Meeting is scheduled for September 12th.
- A public information meeting was held on August 8th for the Ditch 13 Improvement Projects (Grizzly flooding).
- Townline Road Received State Funds: The city will work with Stearns County and the other stakeholders for the reconstruction of 0.3 miles of Sartell portion of the roadway.

Project		Status				
		Scoping Funding	Feasibility Pre-Design	Design Bidding	Construction Execution	Punchlist Closeout
2020 Lakeview Estates Hammerhead	Street					X
2021 Eagle Ridge 4 Development	Street & Utility					X
2021 Scout Dr. & Dehler Dr. Improvements	Street & Utility					X
2022 19th Ave. South Improvements	Street & Utility				X	
2022 Beetle Bouvard	Street & Utility					X
2022 County Road 1 Improvements	Street & Utility					X
2022 Lift Station #2 Replacement	Sanitary					X
2022 River Oaks Lane Reconstruction	Street					X
2022 Trail Project (19th Ave & 6th Street)	Street					X
2023 15th Street North	Street & Utility	X	X			
2023 4th Ave. S. Property Preliminary & Final Plat	Development			X		
2023 Capacity Study for St. Cloud Connection	Sanitary			X		
2023 Heritage Drive Trail	Parks & Trails				X	
2023 Landfill Permitting	Landfills			X		
2023 Landfill Testing & Reporting	Landfills			X		
2023 Lift Station #1 - Odor Pilot Study	Sanitary				X	
2023 Lift Station #1 Surge Tank	Sanitary				X	
2023 Northside Park Retaining Wall	Parks & Trails				X	
2023 Overlays	Street				X	
2023 Papermill Site Phase II ESA	Development				X	
2023 Pinecone Central Park Trail	Parks & Trails				X	
2023 Pond #64 Dredging Design	Storm	X				
2023 Pond Maintenance	Storm	X				
2023 Pond Sediment Sampling	Storm	X				
2023 Sealcoat	Street				X	

Project (cont.)		Status				
		Scoping Funding	Feasibility Pre-Design	Design Bidding	Construction Execution	Punchlist Closeout
2023 Trail Gaps	Parks & Trails				X	
2023 West (North) Water Treatment Plant Improvements	Water			X		
2024 Grizzly Area Flooding Improvements	Storm		X			
2024 Papermill Site Trail Design	Parks & Trails	X	X			
2024 Pond #64 Dredging	Storm	X				
2024 SW Water Treatment Plant Condition Assessment	Water	X				
2024 Well Study	Water	X				
2025 Heritage Drive Trail (Last Phase)	Parks & Trails		X			
2025 Papermill Site Regional Trail Construction	Parks & Trails		X			
2025 Westside Reconstruction	Street & Utility	X	X			
2026 Pinecone Road & 7th Street N. Intersection Improvements	Street		X			
2026 Water Tower	Water	X				

Developer Project Summary:

Below is a list of developer projects throughout the City and their status.

- Providence 2 (Sartell Dev. Group – Steve Leggatt) – Outstanding Punchlist Items
- Northern Meadows (Five points Holding – Steve Leggatt) – Outstanding Punchlist Items
- Charles Greg Addition (Ferche) – Outstanding Punchlist Items
- West Bridgeport (Ferche) – Outstanding Punchlist Items
- Ferche Plat 11 (Ferche) – Outstanding Punchlist Items
- Beetle Blvd (Ferche) –Project Closeout & Punchlist Items
- Lakeview Estates – Daybreak (Poplinski) – Outstanding Punchlist Items
- Daybreak Cove (Poplinski) – Outstanding Punchlist Items
- Arbor Trails 2 & 3 (Poplinski) – Outstanding Punchlist Items
- Eagle Ridge 3 & 4 (Wollak) – Outstanding Punchlist Items
- Gates of Blackberry (Werschay) – Warranty Stage
- Karma Estates (Custom Dream Homes – Dorn) – Outstanding Punchlist Items
- West Bridge Port Plat 2 – Waiting for Contractor to Start Construction.
- Providence 3 (Sartell Dev. Group – Steve Leggatt) – Waiting for Develop to initiate final design.
- Midnight Oaks – Waiting for Develop to initiate final design.
- Milltown Cover - Waiting for Develop to initiate final design.

Funding / Grants Summary:

Grant Applications –Awarded

Project Name	Grant Name	Estimated Total Project Cost	Amount Requested / Received	Required Match / Local Responsibility	Funds Become Available
15 th Street North	FY 2027 Surface Transportation Block Grant	\$3,176,700	\$943,774	\$2,232,926*	FY 2027
Paper Mill Redevelopment	DEED Contamination Investigation	\$67,800	\$50,000	\$17,800	FY 2023
Pinecone and 7 th Intersection	Highway Safety Improvement Program	\$550,000	\$400,000	\$150,000	FY 2026
Paper Mill Redevelopment	CRP Grant - Planning & Design of Trail	\$224,800	\$179,800	\$45,000	APO FY 2024
Heritage Drive Trail (Last Section)	Transportation Alternatives Grant	\$694,600	\$389,160	\$305,440	FY 2026
Paper Mill Site Redevelopment	DNR Regional Trail Grant	\$400,000	\$300,000	\$100,000	FY 2024
Total		\$5,113,900	\$2,262,734	\$2,851,166	

Grant Applications – Pending

Project Name	Grant Name	Estimated Total Project Cost	Amount Requested / Received	Required Match / Local Responsibility	Anticipated Announcement Date
15 th Street North	Congressional Requests	\$3,812,000	\$2,106,226	\$762,200*	Summer 2023

Other Grant / Funding Opportunities:

- DEED Redevelopment for Paper Mill Site
- Central MN Healthcare Hub - Bonding Request
- 15th Street N. – Congressional Appropriations
- Grizzly Drainage – FEMA Disaster Funds
- Paper Mill Site Clean Up – DEED Grant
- PFA Project Priority List (Low Interest Loan) – West Side Water and Sewer Improvements
- PFA Project Priority List (Low Interest Loan) – Water Tower

aar/sal/mrb

c: Anna Gruber, City of Sartell
Kari Theisen, City of Sartell
Rob Vochell, City of Sartell

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Sartell Fire Department Monthly Report for July 2023

Meetings & Drills

Officers Meeting- July 11th

Department Training- July 18th: Pump Training

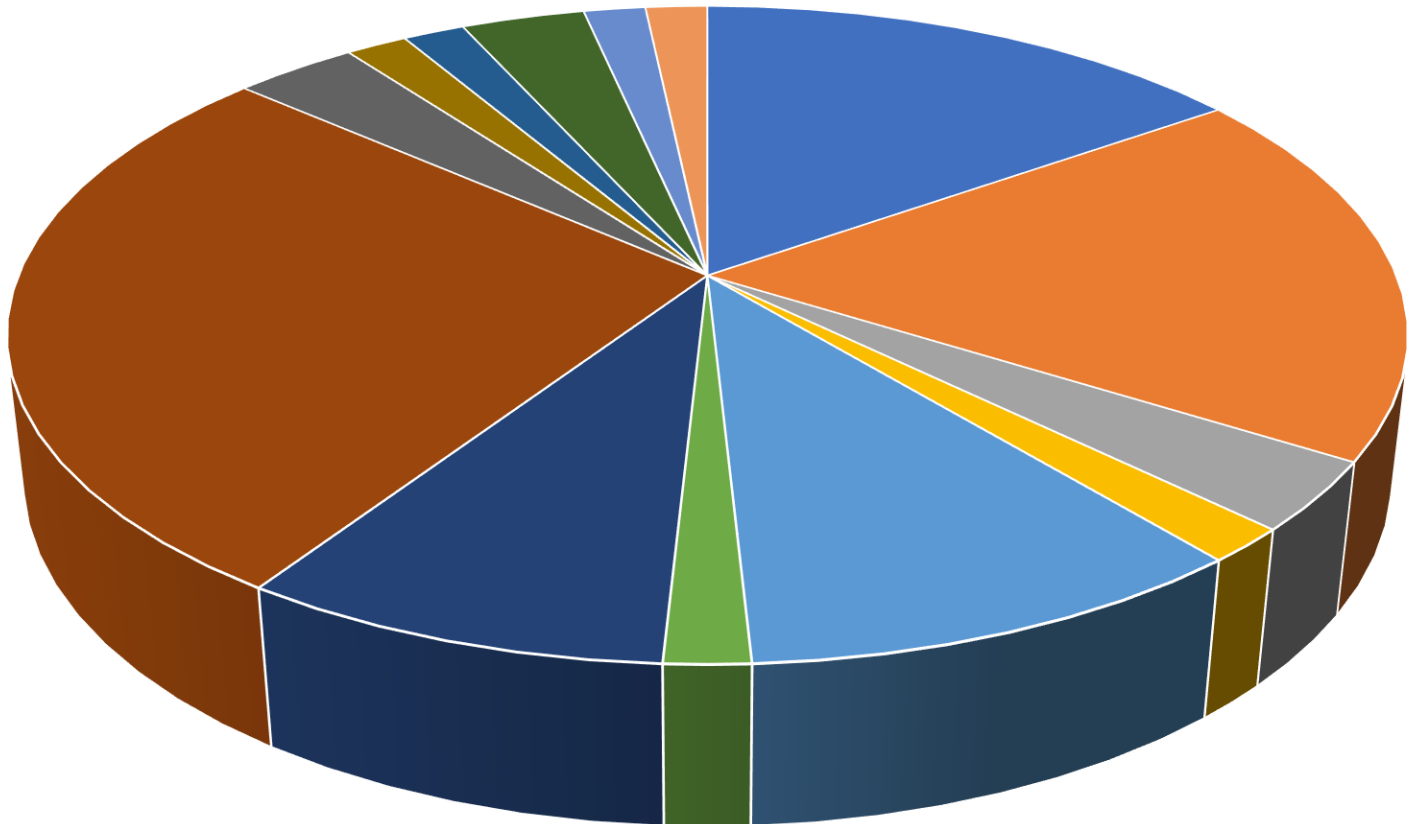
Other Training During the Month of July: Fire Department administrative staff have been reviewing the departments medical response program to ensure that department members are current with certifications and that the department has the proper protocols in place. We have been working with the Police department on ways to standardize training and protocols as much as possible between the two departments. Two separate classes will be hosted at the Public Safety Facility for Police and Fire, one for initial First Responder training and a second for a refresher for First Responder.

Other News: Sartell Fire hosted the Stearns Fire Chiefs meeting at the Public Safety Facility. Contracts for the new fire engine and tender have both been signed. The committee will be traveling to the build plant for the tender for the prebuild meeting in early August. The Sartell Fire Department Relief Association hosted their 3rd annual golf tournament and are extremely thankful for the community's support of this successful event. A special "Thank You" to Chris Morse and Rusty Deters for all the extra work put into this event. Fire Marshal Rieland attended the Country Manor Parade. Amber Molitor is assisting with transferring paper-training certificates into an electronic database.

Respectfully Submitted,

Peter F. Kedrowski

Fire Marshal July Contacts

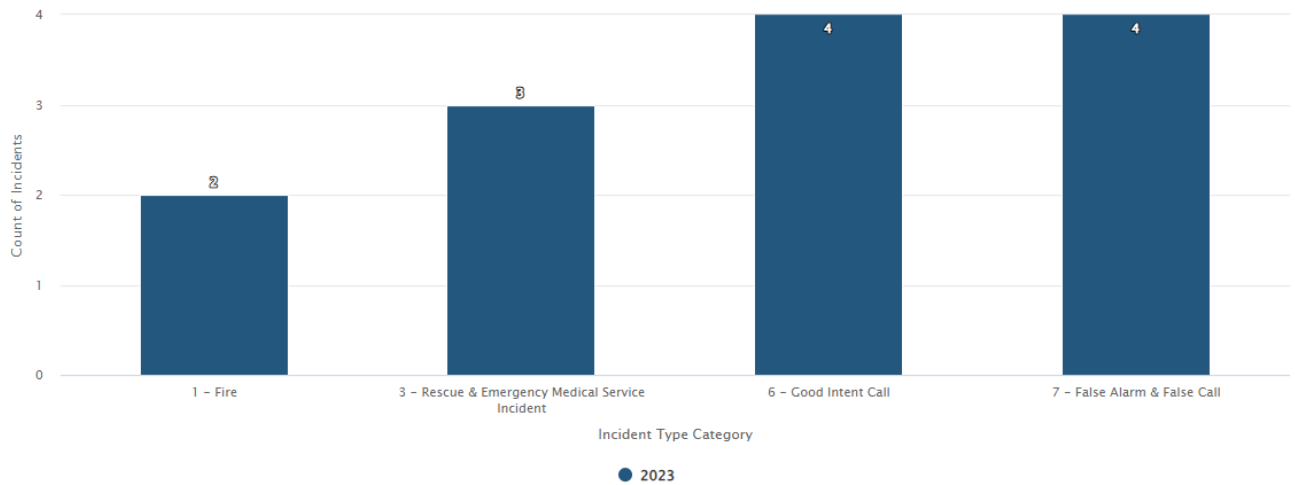


- Fire Inspections
- Complaint Base Inspections (life safety)
- Fire Alarm / Sprinkler Inspections
- Final Inspections
- Rental Inspection/ Rental Reinspections
- Fire Prevention
- Fire Call Hrs
- Plan Review/Paperwork
- Meetings with contractors for questions
- Special Events Permits/Preperation
- Daycare Inspections
- Key Box/ Emergancy Contacts
- Moblie Food Vehilce License
- Fire Investigation and Follow up

Incident Type

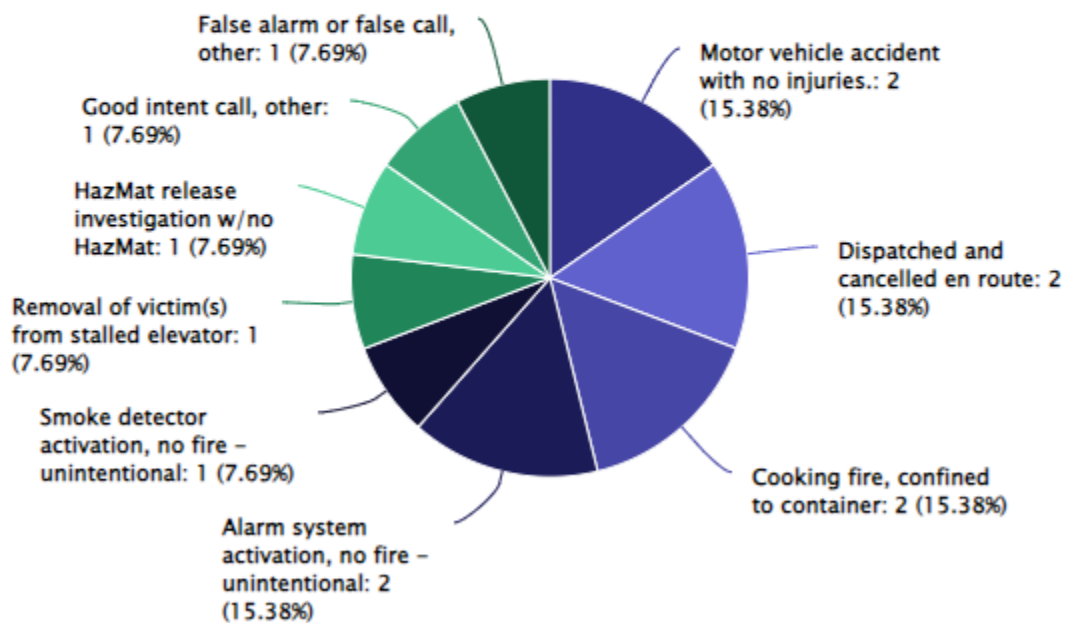
Incidents by Category and Year

Jul 01, 2023 to Jul 31, 2023



Incident Types (Top 15)

Jul 01, 2023 to Jul 31, 2023



SARTELL POLICE DEPARTMENT

MONTHLY REPORT



August 14th, 2023

Department Updates

- SPD is moving forward with assigning a 2nd officer to the St. Cloud Police SWAT team. Giving us an opportunity to build on recruitment and retention efforts through additional duty assignments, as well as continuing the strengthening of the bond with SCPD and their response to critical calls within our city. The invaluable skills learned in this assignment also bring leadership and critical tactics to everyday patrol responses. The selection process will be completed by the end of August.
- Updates to the personal appearance policies for SPD have begun. This is most noticeable in the approval of beards, but we have also started to test different weight bearing vests / body armor. We are in the early stages of redesigning our patch, and with that will engage retired officers and community entities to build out a display of SPD historical items in our front lobby area.
- We have informally begun the process of reviewing how we engage with the community regarding special events. This includes national night out, SALT, Coffee and Conversation, PAL, and possible additional new programming. In the upcoming months we will review the effectiveness of these programs and make sure that we are engaging with the community in all age groups, and across different interests and platforms. This could include combining some current initiatives or adding new ones as we move forward. During the process we will look to formalize a group for reviewing this and engage with stakeholders, other city departments and community organizations.

Recaps and Reports

- After acceptance by the council for the CMHTTF position last month. Officer Brennan Olson was selected for the post. He went through an interview process for the position with 3 other officers and panel members from SCPD and the Stearns County Attorney's Office.
- National Night Out was on Aug 1st. SPD staff visited 19 total community events throughout the city.
- Officer Logan Eck has been on-boarded and is currently in the FTO process. We hope to have him on solo patrol by mid-fall.

SARTELL POLICE DEPARTMENT

ORGANIZATIONAL CHART

BRANDON SILGJORD - CHIEF
WAYNE SCHREINER - DEPUTY CHIEF
KELLY MADER - LIEUTENANT

PATROL SERGEANTS

1	7904	MATT GRAY	Firearms, Training
2	7918	ROSS ROODA	SWAT, Firearms, Union
3			
4			

PATROL OFFICERS

1	7902	SHELBY LANE	
2	7906	STEVE MATHEWS	FTO
3	7907	JORDAN MILLER	FTO, TASER, DRE, PEER
4	7911	ADAM VANDE VREDE	DARE
5	7914	CURT GROSZ	K9, DRE, Firearms
6	7915	KARI BONFIELD	FTO
7	7919	JOHN BATTERBERRY	DT
8	7921	NATE FRIELER	DT, DRE
9	7922	DEREK WHITEHEAD	DARE, PEER
10	7923	TAYLOR BARTLETT	
11	7908	LOGAN ECK	
12		VACANT	
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

SCHOOL RESOURCE OFFICERS

1	7910	ROB LYON	TASER, DARE
2	7913	JILL LUNDQUIST	DARE, PEER
3			
4			

LEAD POLICE ADMIN ASSISTANT

1	7900	KELLY HANSON	
POLICE ADMIN ASSISTANTS			
1	7997	AMBER MOLITOR	
2	7998	ALEX SVEJKOVSKY	

INVESTIGATORS

1	7916	JAROD COOPER	Firearms, Union
2	7917	JOHN LESTER	

VIOLENT OFFENDERS TASK FORCE

1	7905	JACOB WALTERS	FTO
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HUMAN TRAFFICKING TASK FORCE

1	7920	BRENNAN OLSON	PEER
---	------	---------------	------

COMMUNITY SERVICE OFFICERS

1	7940	ERIC BULL	

RESERVE SERGEANT

1	7950	TODD ACKERMAN	
---	------	---------------	--

RESERVE OFFICERS

1	7951	SARAH LARSON	
2	7952	ARLENE WARGA	
3	7953	JEFF MILLER	
4	7954	JIM DIEHL	
5	7956	ANTHONY NOHAVA	
6	7957	SHANE CUPERUS	
7	7958	CHRIS DAHLMAN	
8	7959	MIKE WELLING	
9	7960	CHRISTIAN AQUINO	
10	7961	RYAN HAEHN	
11	7962	KYLE LEMKE	
12	7963	DAN KROGH	
13	7964	MASON PLATZ	
14			
15			
16			
17			

LAW ENFORCEMENT CENTER

Number Of Calls Report by Day of Week - Hour of Day

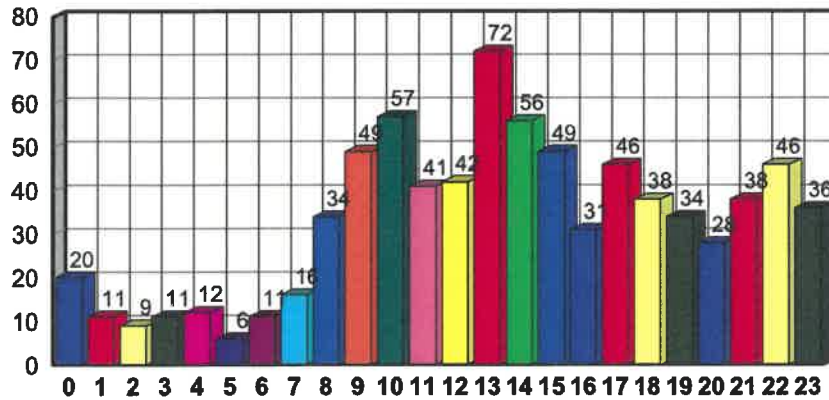
First Date: 07/01/2023

Jurisdiction: LEC

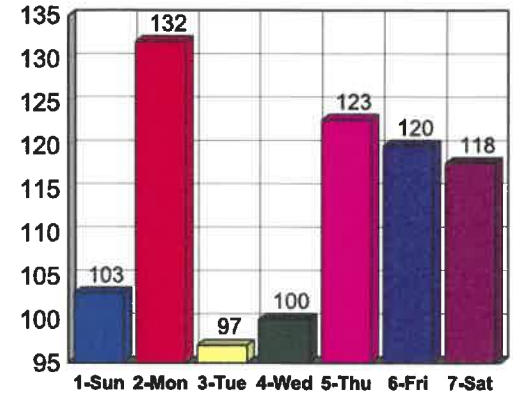
Last Date: 07/31/2023

08/02/2023 15:35:37

Calls By Hour Of Day



Calls By Day Of Week



LAW ENFORCEMENT CENTER

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

Jurisdiction: LEC

First Date: 07/01/2023

Last Date: 07/31/2023

<i>Department</i>	<i>Complaint</i>	<i>Number</i>
1 SPD		
	1072 DEAD BODY	1
	911H 911 HANGUP CALL	2
	ABU ABUSE AGAINST CHILD	1
	ADMIN ADMINISTRATIVE ICR	6
	AENTRY ATTEMPTED ENTRY	1
	AL ALARM	10
	ALELEV ALARM ELEVATOR	2
	ALFALSE FALSE ALARM	1
	ALMED ALARM MEDICAL	7
	ANI ANIMAL COMPLAINT	3
	ANIB ANIMAL BITE COMPLAINT	1
	ANIN ANIMAL NEGLECT	1
	ASEX SEXUAL ASSAULT	3
	ASSTA AGENCY ASSIST	21
	ASSTB BUSINESS ASSIST	6
	ASSTP PERSONAL ASSIST	21
	BACK BACKGROUND CHECK	2
	BACKRA BACKGROUND CHECK FOR RIDE ALOI	1
	BHEALTH BEHAVIORAL HEALTH	8
	BIKEA BIKE/ABANDONED	3
	BIKES BIKE/STOLEN	1
	BURN ILLEGAL BURNING	1
	CC CITIZEN CONTACT	12
	CO CARBON MONOXIDE CALL WITHOUT II	2
	COMENG COMMUNITY ENGAGEMENT	2
	CORESP CO-RESPONDER	2
	CRASH ACCIDENT	8
	CRASHB ACCIDENT BLOCKING	1
	CRASHINJ ACCIDENT WITH INJURIES FIRE AND A	1
	CS CAR SERVICE	1
	CURFEW CURFEW VIOLATION	1
	CUSTODY CHILD CUSTODY DISPUTE	6
	DANCOV DANCO VIOLATION	1
	DISOR DISORDERLY CONDUCT	1
	DOG DOG COMPLAINT/BARKING	10
	DOMI DOMESTIC IN PROGRESS	3
	DPAT DIRECTED PATROL	8
	DRE DRUG RECOGNITION EVALUATOR	1
	DRIVE DRIVING COMPLAINT	17
	DUMP ILLEGAL DUMPING COMPLAINT	1
	DUPLICATE DUPLICATE ICR ERROR	4
	DWI DRUNK DRIVER ARREST	3
	EMES EMERGENCY MESSAGE	1
	FIGHT FIGHT PHYSICAL	1
	FINGERPRINT FINGERPRINT	14
	FIREAL FIRE ALARM	5
	FIREO FIRE OTHER	1
	FIREU FIRE UNKNOWN	1
	FPATROL FOOT PATROL	1
	FPROP FOUND PROPERTY	11

LAW ENFORCEMENT CENTER

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

Jurisdiction: LEC

First Date: 07/01/2023

Last Date: 07/31/2023

Department	Complaint	Number
51 SPD		
	FRAUD	5
	FUP	11
	FWORKS	11
	HAR	3
	HAZ	2
	HR	2
	HSREFER	7
	IDTHEFT	1
	INFO	17
	INTOXDO	2
	INTOXPER	1
	JUVL	2
	JUVP	9
	JUVR	1
	LDISP	1
	LIFTASSIST	10
	LM	7
	LPROP	2
	MAARC	5
	MA	14
	MED	89
	MEDNO	2
	MEETING	12
	MISSPA	1
	NDISP	3
	NOISE	2
	NOPAY	1
	OD	1
	OPFV	1
	OPEND	3
	ORD	4
	PARK24	3
	PARKPAT	5
	PARKV	9
	PERG	9
	PHONECALL	7
	PORCC	1
	PRDAM	5
	RW	2
	SD	5
	SHOP	14
	SPEEDTRL	3
	STALL	6
	STOLENV	1
	SUICI	1
	SUIC	8
	SUSA	22
	SUSI	1
	SUSP	5
	SUSS	3

LAW ENFORCEMENT CENTER

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

Jurisdiction: LEC

First Date: 07/01/2023

Last Date: 07/31/2023

<i>Department</i>	<i>Complaint</i>	<i>Number</i>	
101 SPD			
	SUSV	SUSPICIOUS VEHICLE	13
	TAMPV	TAMPER WITH MOTOR VEHICLE	1
	THEFT	THEFT	11
	THEFTV	THEFT FROM VEHICLE	4
	THREAT	THREATS COMPLAINT	4
	TRAFFIC STOP	TRAFFIC STOP	132
	TRAIN	TRAINING	5
	TRES	TRESPASSING/TRESPASSER	3
	VAND	VANDALISM	2
	VERB	VERBAL DISPUTE	13
	WARRANT	WARRANT	3
	WELF	WELFARE CHECK	29
	XPAT	EXTRA PATROL	8
<i>Group Total:</i>			<i>793</i>

Report Total: 793

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