

CITY OF ST. AUGUSTA
CITY COUNCIL MEETING
April 20, 2021
7:00 pm
VIA ZOOM
AGENDA

1. Call Meeting to Order – Mayor Zenzen.
2. Pledge of Allegiance.
3. Consent Agenda
 - 3A. Minutes of the March 2, 2021 City Council meeting.
 - 3B. Agenda.
 - 3C. Bills Payable, Receipts and Treasurer’s Report
 - 3D. Gambling Permit, Fire Relief Association (October 15, 2021 @Club Almar)
 - 3E. Local Board of Appeal and Equalization Record
 - 3F. Resolution #2021-05 Approving Joint Powers/Joint Powers Agreement and Amendment
 - 3G. Resolution #2021-06, Vacating a Portion of 250th Street
 - 3H. Other
4. Sheriff’s Report
5. Building Inspector’s Report – Mark Harren.
6. Fire Department
 - 6A. Monthly Report
 - 6B. Promote Shawn Steinhofer to Assistant Chief
 - 6C. Seal Coat Bid
 - 6D. Other
7. Public Works Update
 - 7A. 2021 Seal Coat Bids
 - 7B. Dust Coating Quote
 - 7C. Street Sweeping Quote
 - 7D. Quote for Chassis for New Plow Truck
 - 7E. Other
8. Open Forum -10 Minute Limit.
9. 2020 Audit Report
10. Engineer’s Report
 - 10A. 2021 Street Project Update
 - 10B. South Trunk In Lieu of Discussion
 - 10C. Speed Study in Eagle’s Landing
11. Planning Committee Recommendation/Resolution #021-04
12. Council Member Comments/Purview.
13. Clerk's Report.
 - 13A. Pay Equity Compliance
 - 13B. Clean Up Day?
 - 13C. Public Works Summer Hours
 - 13D. Other
14. Adjourn.

REMINDERS: Planning Commission Meeting, Monday, April 20, 7pm via Zoom
 Regular City Council Meeting, Tuesday, May 4, 2021 7:00pm

**CITY OF ST. AUGUSTA
CITY COUNCIL MEETING
April 20, 2021
7:00 pm**

Administrative Summary

Consent Agenda – All the items are included in the packet. The Joint Powers Agreement and amendments are a renewal of an existing JPA. The 250th Street Vacation Resolution is a clean copy with what was done last year.

Sheriff's Report/Building Inspector's Report – included in the packets

Fire Department

Monthly Report – included in the packet

Promote Capt. Steinhofer to Asst. Chief – a letter from the Chief has been included in the packets.

Seal Coat Bid – as part of our street seal coat project, we are doing the road leading up to the fire hall. I assume this quote is to seal the parking areas around the fire hall.

Public Works Update

Seal Coat Bids – the three bids received are included in the packets. I have added a spreadsheet that adds Ahles Road and the small subdivision off Ahles Road because the bid and unit prices are far less than our budget. Dale at ASTECH confirmed if we would want to do more, the unit prices would hold. I would recommend we also do Ahles Road and the small subdivision for a total of \$54,077.68.

Dust Coating/Street Sweeping Quotes – included in the packets.

Quote for Chassis for new plow truck – we have been budgeting for another plow truck and with the time it took on the last one, we are recommending we get the new truck and on the schedule for build out. I will have the build out price by the meeting on Tuesday.

2020 Audit Report – Jason Miller of Smith Schaefer and Associates will be on the meeting to present the 2020 Audit. His power point presentation will be available on Tuesday.

Engineer's Report –

2021 Street Project Update – Jeremy will give the update if he has anything.

South Trunk In-Lieu-of – Jeremy indicated he will have a recommendation at the meeting on Tuesday.

Eagle's Landing Speed Study – the data and recommendation have been included in the packets.

Clerk's Report

Pay Equity Compliance – included for your information

Clean Up Day – we need to decide if we will do one this year or if we should wait another year.

Public Works Summer Hours – the crew will be going to 4 10 hours days again and this year I would recommend we allow them to all work the same schedule Monday to Thursday. Last year they rotated who worked on Friday and although it worked, I believe it would be better if they all work the same schedule.

**MINUTES OF THE CITY COUNCIL
ST. AUGUSTA, MINNESOTA
March 2, 2021**

CALL TO ORDER: The meeting was called to order by Mayor Zenzen at 7:00 PM with the Pledge of Allegiance.

PRESENT: Mayor Zenzen, Council Members Backes, Coleman and Schmitz; City Attorney Couri; Engineer Boots; Fire Chief Kramer, Fire Captain Steinhofer, Fire Lieutenant Claseman, Fire Lieutenant Voigt, Fiere Lieutenant Savage, Fire Department Cordie, Street Supervisor Kiffmeyer, Stearns County Deputy Hemmesch, Stearns County Deputy Dickhaus, Treasurer Rasmuson and Clerk/Administrator McCabe.

OTHERS PRESENT: Sherry Meline, Shelby Kampa

CONSENT AGENDA: Mr. McCabe reported the St. Mary HOC temporary liquor license was changed to June 25-26.

A motion was made to approve the consent agenda items 3A – 3H by Mr. Backes second by Mr. Schmitz. Motion carried unanimously.

The following items were approved with the consent agenda:

City Council Minutes, February 2, 2021
Bill Payable, Receipts and Treasurer's Report dated March 2, 2021 and for US Bank payment, and Checks #24064-24113.

City Council Agenda, March 2, 2021
St. Wendelin Gambling permit.
St. Wendelin Temporary Liquor License
St. Mary HOC Temporary Liquor License
Lux Rec Club Liquor License
St. Augusta Sports Liquor License

SHERIFF'S REPORT: Lt. Hemmesch presented the Sheriff's report. He indicated 40 hours were spent on the contract during the month. He also reviewed the call types and answered questions from the Council.

A motion was made to approve the Sheriff's report as presented by Mr. Backes, seconded by Mr. Schmitz. Motion carried unanimously.

**BUILDING INSPECTOR'S
REPORT:**

Mr. McCabe presented the building inspector's spreadsheet indicating there was one new home and another had been submitted but not yet issued.

A motion was made to accept as presented by Mr. Backes, seconded by Mr. Schmitz. Motion carried unanimously.

**FIRE DEPT.
REPORT:**

Chief Kramer was in attendance and presented the January run and training report. There were six calls during the month as compared to 13 at this time last year. Fire Inc., provided fire behavior training during the month.

A motion was made to approve the monthly fire report by Mr. Backes, seconded by Mr. Schmitz. Motion carried unanimously.

Lt. Voigt provided two quotes to for tires on Engine #2. Lt. Voigt said the tires have little tread remaining. Both quotes are acceptable.

A motion was made to approve the quote from Heartland Tire an amount of \$1,717.92 by Mr. Zenzen, seconded by Ms. Coleman. Motion carried unanimously.

Chief Kramer provided quotes to replace the two AED's in our trucks indicating we are only replacing two, not three, as quoted by Zoll. Mr. Cordie said Zoll would be the one he would recommend replacement from.

A motion was made to approve the quote from Zoll in an amount of \$5840.00 minus a \$200 discount by Mr. Zenzen, seconded by Mr. Schmitz. Motion carried unanimously.

Mr. McCabe indicated there was discussion on the fire department standard operating guidelines. While reviewing and updating those, there was also a need to update the firefighter job description. He indicated the only change made was to add the response time to 15 minutes to the fire hall to the position description.

A motion was made to approve the amended job description by Ms. Coleman, seconded by Mr. Backes. Motion carried unanimously.

Amended SOG's were presented and discussed. The proposed changes were highlighted.

A motion was made to approve the amended SOG's by Mr. Backes, seconded by Mr. Schmitz. Motion carried unanimously.

Chief Kramer requested that Luke Skogstad and Tanner Toenjes be taken off their initial probation status. He indicated they both completed their Firefighter I training and were almost complete with the Firefighter II training.

A motion was made to remove Skogstad and Toenjes from probation status by Mr. Backes, seconded by Ms. Coleman. Motion carried unanimously.

Lt. Voigt presented a variety of items the Relief Association want to donate to the City including new dress uniforms, battery operated tools, and other miscellaneous items.

Ms. Coleman moved to approved the donations, Mr. Backes seconded. Motion carried unanimously.

PUBLIC WORKS UPDATE:

Mr. Kiffmeyer was in attendance and wanted to talk about getting bids for a seal coat project. He suggested we do 23rd Avenue, Rena Circle, Vienna Hills and the fire hall. Mr. McCabe indicated we budget approximately \$60,000 for seal coating and stated we can get bids on different projects and have them for final approval at next month's meeting.

Mr. Kiffmeyer stated we have issues with the floor drains in the shop. He indicated one quote was included in the packets and a second quote was coming. Mr. McCabe suggested we approve the work at a not to exceed amount and if the second quote came in better we could go with that quote.

A motion was made to approve the work at a not to exceed \$5,100 by Mayor Zenzen, seconded by Mr. Bakes. Motion carried unanimously.

KIFFMEYER IN LIEU OF ORDINANCE:

Mark Kiffmeyer was present to talk about the in lieu of assessment amount to his families property across from Kiffmeyer Park. He indicated he was confused about how that was calculated as it is extremely difficult to connect to the force main sewer and the water figure he assumes was calculated believing the entire 20 acres was developable when in all reality only about three acres are developable. Mr. Couri said in 2005 the goal was to allocate the costs that fits the land; how many lots can you get for the land. The engineer would need to revisit the site and determine how many lots the property can accommodate to be developed. Mayor Zenzen stated Arnie Estebrooks put the trunk in at his cost and wants to find out how much was paid for by him. Mr. Couri explained that the calculation excluded the properties in the "in lieu of ordinance". Mr. McCabe asked that Engineer Boots look into the issue and table the issue to the next meeting.

Motion to table to next meeting by Mr. Backes, second by Mayor Zenzen. Motion carried unanimously.

**ENGINEER'S
REPORT:**

Mr. Boots presented change order #1 for the 2021 Street Project. He indicated a culvert was found on 223rd Street that needs to be replaced and the guys asked to add some asphalt by the fire hall to make plowing easier.

A motion was made to approve Change Order #1 by Mr. Backes, seconded by Ms. Coleman. Motion carried unanimously.

**PLANNING
COMMISSION**

RECOMMENDATION: The public hearing from last night is continued to another date. Mr. McCabe reported that staff will work with the applicant to bring it forward as soon as possible.

**WASTEWATER TREATMENT
FACILITY POOL CAPACITY
AGREEMENT**

AMENDMENTS: Mr. McCabe presented an amendment to the pool capacity agreement along with exhibits that detail the financial details of selling capacity to the City of Foley. He indicated we would still have our capacity and this would just reduce our ability to utilize the pool if our existing capacity goes away. Couri said he'd like to look into this further.

A motion was made to approve the amendment by Mr. Schmitz, seconded by Mr. Backes. Motion carried unanimously.

**COUNCIL MEMBER
PURVIEW:**

Mr. Backes said he's heard we might like more trails. Mr. McCabe said the sales tax is designed to provide that. Mr. Backes also indicated he had heard requests for an archery range. That item will be brought to the Park Board.

Mayor Zenzen brought up the Winkleman property. Mr. Couri reported he had a conversation with Mr. Winkleman and Mr. Winkleman indicated he is trying to work on it and hopes to start getting things done in June.

**CITY ADMINISTRATOR
REPORT:**

Mr. McCabe indicated he didn't have anything other than the two informational items (tax rate and letter from Chamber)

ADJOURMENT: **A motion was made to adjourn to the closed session at 8:48 pm by Mr. Backes, seconded by Schmitz. Meeting Adjourned.**

Approved this 6th day of April, 2021.

Michael G. Zenzen, Mayor

Attest:

William R. McCabe, Clerk/Administrator

City of St. Augusta

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***Receipt Book**

Refer	Account	Last Dim Descr	Amount	Tran Date	Comments	Batch Name
12438 R	101-41000-310	Sales Tax	\$5.91	3/9/2021	general - shelter rental tax	03 01 21 rct
12438 R	101-41000-322	Park Shelter Rental	\$150.00	3/9/2021	general - Beth K	03 01 21 rct
12439 R	605-43160-374	Electricity Sales	\$3.88	3/9/2021	EU - Mar 21 rct	03 01 21 rct
12439 R	606-49450-372	Sewer Replacement Fund	\$17.02	3/9/2021	SRF - Mar 21 rct	03 01 21 rct
12439 R	602-49450-372	Sewer Sales	\$433.27	3/9/2021	sewer - Mar 21 rct	03 01 21 rct
12439 R	607-41000-371	Storm Sewer Sales	\$86.40	3/9/2021	SW - Mar 21 rct	03 01 21 rct
12439 R	601-49400-371	Water Sales	\$367.27	3/9/2021	water dept - Mar 21 rct	03 01 21 rct
12440 R	101-41000-310	Sales Tax	\$5.91	3/9/2021	general - shelter rental tax	03 04 21 rct
12440 R	101-41000-322	Park Shelter Rental	\$125.00	3/9/2021	general - Mary Jo Annis	03 04 21 rct
12441 R	101-41000-310	Sales Tax	\$5.91	3/9/2021	general - shelter rental tax	03 04 21 rct
12441 R	101-41000-322	Park Shelter Rental	\$125.00	3/9/2021	general - G. Fladeboe	03 04 21 rct
12442 R	101-41000-334	Electric Permits	\$36.00	3/9/2021	general - Bertram Electric	03 04 21 rct
12443 R	101-41000-322	Park Shelter Rental	\$125.00	3/9/2021	general - T. Curtis	03 04 21 rct
12443 R	101-41000-310	Sales Tax	\$5.91	3/9/2021	general - shelter rental tax	03 04 21 rct
12444 R	602-49450-372	Sewer Sales	\$2,139.77	3/9/2021	sewer - Mar 21 rct	03 04 21 rct
12444 R	601-49400-371	Water Sales	\$1,737.33	3/9/2021	water dept - Mar 21 rct	03 04 21 rct
12444 R	601-49400-313	General Sales and Use Tax	\$4.30	3/9/2021	water dept - Mar 21 rct	03 04 21 rct
12444 R	605-43160-374	Electricity Sales	\$32.35	3/9/2021	EU - Mar 21 rct	03 04 21 rct
12444 R	606-49450-372	Sewer Replacement Fund	\$69.00	3/9/2021	SRF - Mar 21 rct	03 04 21 rct
12444 R	607-41000-371	Storm Sewer Sales	\$230.40	3/9/2021	SW - Mar 21 rct	03 04 21 rct
12445 R	101-41000-322	Building Permits	\$48.50	3/9/2021	general - Fireworks Fireplace	03 05 21 rct
12446 R	101-41000-334	Electric Permits	\$95.00	3/9/2021	general - Midwest Electric	03 05 21 rct
12447 R	602-49450-372	Sewer Sales	\$1,395.11	3/9/2021	sewer - Mar 21 rct	03 05 21 rct
12447 R	601-49400-313	General Sales and Use Tax	\$2.14	3/9/2021	water dept - Mar 21 rct	03 05 21 rct
12447 R	601-49400-371	Water Sales	\$1,122.55	3/9/2021	water dept - Mar 21 rct	03 05 21 rct
12447 R	606-49450-372	Sewer Replacement Fund	\$42.13	3/9/2021	SRF - Mar 21 rct	03 05 21 rct
12447 R	605-43160-374	Electricity Sales	\$19.20	3/9/2021	EU - Mar 21 rct	03 05 21 rct
12448 R	101-41000-322	Building Permits	\$99.65	3/9/2021	gneeral - Rose City Sign	03 08 21 rct
12449 R	101-41000-341	Zoning and Subdivision Fees	\$750.00	3/9/2021	general - B. Larson (variance)	03 08 21 rct
12450 R	101-41000-334	Electric Permits	\$25.00	3/9/2021	general - Bertram Electric	03 08 21 rct
12451 R	605-43160-374	Electricity Sales	\$32.73	3/9/2021	EU - Mar 21 rct	03 08 21 rct
12451 R	601-49400-371	Water Sales	\$2,118.82	3/9/2021	water dept - Mar 21 rct	03 08 21 rct
12451 R	602-49450-372	Sewer Sales	\$2,576.03	3/9/2021	sewer - Mar 21 rct	03 08 21 rct
12451 R	607-41000-371	Storm Sewer Sales	\$28.80	3/9/2021	SW - Mar 21 rct	03 08 21 rct
12451 R	606-49450-372	Sewer Replacement Fund	\$73.44	3/9/2021	SRF - Mar 21 rct	03 08 21 rct
12452 R	101-41000-322	Building Permits	\$138.15	3/17/2021	general - Paul Koshoil	03 10 21 rct
12453 R	607-41000-371	Storm Sewer Sales	\$328.80	3/17/2021	SW - Mar 21 rct	03 10 21 rct
12453 R	606-49450-372	Sewer Replacement Fund	\$71.73	3/17/2021	SRF - Mar 21 rct	03 10 21 rct
12453 R	605-43160-374	Electricity Sales	\$33.18	3/17/2021	EU - Mar 21 rct	03 10 21 rct
12453 R	601-49400-371	Water Sales	\$1,890.21	3/17/2021	water dept - Mar 21 rct	03 10 21 rct
12453 R	602-49450-372	Sewer Sales	\$2,359.68	3/17/2021	sewer - Mar 21 rct	03 10 21 rct
12453 R	601-49400-313	General Sales and Use Tax	\$2.15	3/17/2021	water dept - Mar 21 rct	03 10 21 rct
12454 R	101-41000-322	Park Shelter Rental	\$125.00	3/17/2021	general - S. Deguioppi	03 11 21 rct
12454 R	101-41000-310	Sales Tax	\$5.91	3/17/2021	general - shelter rental tax	03 11 21 rct
12455 R	450-41000-334	Cable TV Franchise Fee	\$572.78	3/17/2021	CIP - general, Midco	03 11 21 rct
12456 R	101-41000-322	Park Shelter Rental	\$150.00	3/17/2021	general - S. Mehr	03 11 21 rct
12456 R	101-41000-310	Sales Tax	\$5.91	3/17/2021	general - shelter rental tax	03 11 21 rct
12457 R	601-49400-313	General Sales and Use Tax	\$10.54	3/17/2021	water dept - Mar 21 rct	03 11 21 rct
12457 R	605-43160-374	Electricity Sales	\$17.94	3/17/2021	EU - Mar 21 rct	03 11 21 rct
12457 R	606-49450-372	Sewer Replacement Fund	\$30.87	3/17/2021	SRF - Mar 21 rct	03 11 21 rct
12457 R	602-49450-372	Sewer Sales	\$896.16	3/17/2021	sewer - Mar 21 rct	03 11 21 rct

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Refer	Account	Last Dim Descr	Amount	Tran Date	Comments	Batch Name
12457 R	601-49400-371	Water Sales	\$745.78	3/17/2021	water dept - Mar 21 rct	03 11 21 rct
12458 R	101-41000-322	Building Permits	\$5,137.25	3/17/2021	general - Crever Const.	03 15 21 rct
12458 R	101-41000-321	Mailbox Posts/911 Signs	\$25.00	3/17/2021	general - Crever Const 911 sign	03 15 21 rct
12459 R	101-41000-322	Park Shelter Rental	\$125.00	3/17/2021	general - Al Whitte	03 15 21 rct
12459 R	101-41000-310	Sales Tax	\$5.91	3/17/2021	general - shelter rental tax	03 15 21 rct
12460 R	101-41000-321	Business Licenses/Permits	\$50.00	3/17/2021	general - St Augusta Sport	03 15 21 rct
12461 R	601-49400-313	General Sales and Use Tax	\$16.59	3/17/2021	water dept - Mar 21 rct	03 15 21 rct
12461 R	607-41000-371	Storm Sewer Sales	\$86.40	3/17/2021	SW - Mar 21 rct	03 15 21 rct
12461 R	602-49450-372	Sewer Sales	\$1,830.59	3/17/2021	sewer - Mar 21 rct	03 15 21 rct
12461 R	605-43160-374	Electricity Sales	\$15.20	3/17/2021	EU - Mar 21 rct	03 15 21 rct
12461 R	601-49400-371	Water Sales	\$1,486.27	3/17/2021	water dept - Mar 21 rct	03 15 21 rct
12461 R	606-49450-372	Sewer Replacement Fund	\$49.08	3/17/2021	SRF - Mar 21 rct	03 15 21 rct
12462 R	101-41000-341	Assessment Search Fees	\$10.00	3/17/2021	general - Heartland Title	03 16 21 rct
12463 R	101-41000-341	Assessment Search Fees	\$10.00	3/17/2021	general - Stearns County Abstract	03 16 21 rct
12464 R	101-41000-341	Assessment Search Fees	\$10.00	3/17/2021	general - Epic Properties	03 16 21 rct
12465 R	101-41000-322	Building Permits	\$110.25	3/17/2021	general - Opies Plmb	03 16 21 rct
12466 R	606-49450-372	Sewer Replacement Fund	\$201.75	3/17/2021	SRF - Mar 21 rct	03 16 21 rct
12466 R	601-49400-371	Water Sales	\$4,329.34	3/17/2021	water dept - Mar 21 rct	03 16 21 rct
12466 R	601-49400-313	General Sales and Use Tax	\$9.06	3/17/2021	water dept - Mar 21 rct	03 16 21 rct
12466 R	605-43160-374	Electricity Sales	\$20.04	3/17/2021	EU - Mar 21 rct	03 16 21 rct
12466 R	602-49450-372	Sewer Sales	\$6,825.78	3/17/2021	sewer - Mar 21 rct	03 16 21 rct
12467 R	101-41000-350	Fines and Forfeits	\$473.30	3/17/2021	general - misdemeanors	03 15 21 mis
12468 R	101-41000-310	Sales Tax	\$5.91	3/23/2021	general - shelter rental tax	03 17 21 rct
12468 R	101-41000-322	Park Shelter Rental	\$150.00	3/23/2021	general - C. Walz	03 17 21 rct
12469 R	101-41000-322	Building Permits	\$1,724.75	3/23/2021	general - Dean Croat Const	03 17 21 rct
12469 R	101-41000-322	Right of Way Permits	\$300.00	3/23/2021	general - Dean Croat Const	03 17 21 rct
12469 R	603-43254-371	Water Availability Charges	\$3,000.00	3/23/2021	WAC - Dean Croat Const	03 17 21 rct
12469 R	603-43254-372	Sewer Availability Charges	\$3,000.00	3/23/2021	SAC - Dean Croat Const	03 17 21 rct
12469 R	601-49400-371	Meter Sales	\$250.00	3/23/2021	water dept - Dean Croat Const	03 17 21 rct
12470 R	101-41000-341	Assessment Search Fees	\$10.00	3/23/2021	general - S. Ball	03 17 21 rct
12471 R	601-49400-371	Water Sales	\$1,624.96	3/23/2021	water dept - Mar 21 rct	03 17 21 rct
12471 R	607-41000-371	Storm Sewer Sales	\$57.60	3/23/2021	SW - Mar 21 rct	03 17 21 rct
12471 R	602-49450-372	Sewer Sales	\$1,994.66	3/23/2021	sewer - Mar 21 rct	03 17 21 rct
12471 R	605-43160-374	Electricity Sales	\$42.93	3/23/2021	EU - Mar 21 rct	03 17 21 rct
12471 R	606-49450-372	Sewer Replacement Fund	\$54.86	3/23/2021	SRF - Mar 21 rct	03 17 21 rct
12472 R	101-41000-322	Park Shelter Rental	\$125.00	3/23/2021	general - L. Sanner	03 18 21 rct
12472 R	101-41000-310	Sales Tax	\$5.91	3/23/2021	general - shelter rental tax	03 18 21 rct
12473 R	101-41000-334	Electric Permits	\$71.00	3/23/2021	general - St. Cloud Electric	03 18 21 rct
12474 R	101-41000-322	Park Shelter Rental	\$125.00	3/23/2021	general - R. Ackley	03 18 21 rct
12474 R	101-41000-310	Sales Tax	\$5.91	3/23/2021	general - shelter rental tax	03 18 21 rct
12475 R	601-49400-313	General Sales and Use Tax	\$8.85	3/23/2021	water dept - Mar 21 rct	03 18 21 rct
12475 R	605-43160-374	Electricity Sales	\$34.11	3/23/2021	EU - Mar 21 rct	03 18 21 rct
12475 R	606-49450-372	Sewer Replacement Fund	\$57.16	3/23/2021	SRF - Mar 21 rct	03 18 21 rct
12475 R	602-49450-372	Sewer Sales	\$1,749.80	3/23/2021	sewer - Mar 21 rct	03 18 21 rct
12475 R	607-41000-371	Storm Sewer Sales	\$86.40	3/23/2021	SW - Mar 21 rct	03 18 21 rct
12475 R	601-49400-371	Water Sales	\$1,432.97	3/23/2021	water dept - Mar 21 rct	03 18 21 rct
12476 R	101-41000-322	Building Permits	\$172.50	3/23/2021	general - M. Ergen	03 22 21 rct
12477 R	101-41000-322	Park Shelter Rental	\$125.00	3/23/2021	general - M. Statz	03 22 21 rct
12477 R	101-41000-310	Sales Tax	\$5.91	3/23/2021	general - shelter rental tax	03 22 21 rct
12478 R	101-41000-322	Park Shelter Rental	\$150.00	3/23/2021	general - K. Henry	03 22 21 rct
12478 R	101-41000-310	Sales Tax	\$5.91	3/23/2021	general - shelter rental tax	03 22 21 rct

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*Receipt Book

Refer	Account	Last Dim Descr	Amount	Tran Date	Comments	Batch Name
12479 R	101-41000-341	Assessment Search Fees	\$20.00	3/23/2021	general - Epic Properties	03 22 21 rct
12480 R	101-41000-362	Miscellaneous Revenues	\$1,512.00	3/23/2021	general - HLP gate accident reimburs	03 22 21 rct
12481 R	101-41000-334	Electric Franchise Fee	\$4,999.00	3/23/2021	general - Stearns Electric	03 22 21 rct
12482 R	606-49450-372	Sewer Replacement Fund	\$96.61	3/23/2021	SRF - Mar 21 rct	03 22 21 rct
12482 R	605-43160-374	Electricity Sales	\$55.08	3/23/2021	EU - Mar 21 rct	03 22 21 rct
12482 R	601-49400-313	General Sales and Use Tax	\$2.15	3/23/2021	water dept - Mar 21 rct	03 22 21 rct
12482 R	601-49400-371	Water Sales	\$2,698.07	3/23/2021	water dept - Mar 21 rct	03 22 21 rct
12482 R	602-49450-372	Sewer Sales	\$3,279.63	3/23/2021	sewer - Mar 21 rct	03 22 21 rct
12483 R	101-41000-334	Electric Permits	\$36.00	3/30/2021	general - Liberty Electric	03 24 21 rct
12484 R	101-41000-322	Building Permits	\$779.88	3/30/2021	general - Solcuis	03 24 21 rct
12485 R	450-41000-313	General Sales and Use Tax	\$49,576.96	3/30/2021	CIP - general, sales tax	03 24 21 rct
12486 R	101-41000-322	Building Permits	\$1,212.25	3/30/2021	general - Pete Mitchell Builders	03 24 21 rct
12486 R	101-41000-322	Right of Way Permits	\$300.00	3/30/2021	general - Pete Mitchell Builders	03 24 21 rct
12487 R	101-41000-322	Building Permits	\$25.00	3/30/2021	general - Stucky Const	03 24 21 rct
12488 R	601-49400-371	Water Sales	\$2,496.20	3/30/2021	water dept - Mar 21 rct	03 24 21 rct
12488 R	607-41000-371	Storm Sewer Sales	\$57.50	3/30/2021	SW - Mar 21 rct	03 24 21 rct
12488 R	602-49450-372	Sewer Sales	\$3,071.63	3/30/2021	sewer - Mar 21 rct	03 24 21 rct
12488 R	606-49450-372	Sewer Replacement Fund	\$95.00	3/30/2021	SRF - Mar 21 rct	03 24 21 rct
12488 R	601-49400-313	General Sales and Use Tax	\$7.96	3/30/2021	water dept - Mar 21 rct	03 24 21 rct
12488 R	605-43160-374	Electricity Sales	\$57.77	3/30/2021	EU - Mar 21 rct	03 24 21 rct
12489 R	101-41000-322	Building Permits	\$62.15	3/30/2021	general - L. Estwick	03 26 21 rct
12490 R	101-41000-341	Assessment Search Fees	\$10.00	3/30/2021	general - Stearns County Abstract	03 26 21 rct
12491 R	101-41000-310	Sales Tax	\$5.91	3/30/2021	general - shelter rental tax	03 26 21 rct
12491 R	101-41000-322	Park Shelter Rental	\$125.00	3/30/2021	general - J. Wilson	03 26 21 rct
12492 R	602-49450-372	Sewer Sales	\$1,205.07	3/30/2021	sewer - Mar 21 rct	03 26 21 rct
12492 R	606-49450-372	Sewer Replacement Fund	\$41.85	3/30/2021	SRF - Mar 21 rct	03 26 21 rct
12492 R	605-43160-374	Electricity Sales	\$21.69	3/30/2021	EU - Mar 21 rct	03 26 21 rct
12492 R	601-49400-371	Water Sales	\$1,016.54	3/30/2021	water dept - Mar 21 rct	03 26 21 rct
12493 R	101-41000-321	Mailbox Posts/911 Signs	\$50.00	3/30/2021	general - T. Ostendorf mailbox post	03 29 21 rct
12494 R	101-41000-341	Assessment Search Fees	\$10.00	3/30/2021	general - Stearns County Abstract	03 29 21 rct
12495 R	101-41000-322	Building Permits	\$35.00	3/30/2021	general - Lyon Sheet Metal	03 29 21 rct
12496 R	605-43160-374	Electricity Sales	\$10.30	3/30/2021	EU - Mar 21 rct	03 29 21 rct
12496 R	606-49450-372	Sewer Replacement Fund	\$34.46	3/30/2021	SRF - Mar 21 rct	03 29 21 rct
12496 R	601-49400-313	General Sales and Use Tax	\$9.65	3/30/2021	water dept - Mar 21 rct	03 29 21 rct
12496 R	601-49400-371	Water Sales	\$854.99	3/30/2021	water dept - Mar 21 rct	03 29 21 rct
12496 R	602-49450-372	Sewer Sales	\$1,011.11	3/30/2021	sewer - Mar 21 rct	03 29 21 rct
12497 R	101-41000-322	Building Permits	\$4,424.75	4/14/2021	general - Transit Tec	03 31 21 rct
12497 R	101-41000-321	Mailbox Posts/911 Signs	\$25.00	4/14/2021	general - 911 sign Transit Tec	03 31 21 rct
12498 R	607-41000-371	Storm Sewer Sales	\$28.80	4/14/2021	SW - Mar 21 rct	03 31 21 rct
12498 R	601-49400-371	Water Sales	\$495.80	4/14/2021	water dept - Mar 21 rct	03 31 21 rct
12498 R	605-43160-374	Electricity Sales	\$12.13	4/14/2021	EU - Mar 21 rct	03 31 21 rct
12498 R	606-49450-372	Sewer Replacement Fund	\$20.69	4/14/2021	SRF - Mar 21 rct	03 31 21 rct
12498 R	602-49450-372	Sewer Sales	\$614.39	4/14/2021	sewer - Mar 21 rct	03 31 21 rct
Grand Total			\$139,227.40			

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March 2021 to April 2021

Name	Check Date	Check Amt
10100 STATE BANK OF KIMBAL		
Paid Chk# 024114 VOID	3/3/2021	\$0.00
Paid Chk# 024115 VOID	3/3/2021	\$0.00
Paid Chk# 024116 VOID	3/3/2021	\$0.00
Paid Chk# 024117 VOID	3/3/2021	\$0.00
Paid Chk# 024118 VOID	3/3/2021	\$0.00
Paid Chk# 024119 VOID	3/3/2021	\$0.00
Paid Chk# 024120 BLASHACK, CHAD C.	3/3/2021	\$1,419.12
Paid Chk# 024121 HOLLERMANN, PAUL A.	3/3/2021	\$1,103.30
Paid Chk# 024122 KIFFMEYER, MARK G.	3/3/2021	\$1,355.50
Paid Chk# 024123 McCABE, WILLIAM R.	3/3/2021	\$2,261.61
Paid Chk# 024124 RASMUSON, TERESA M.	3/3/2021	\$112.61
Paid Chk# 024125 SCHLUETER, STEVEN F.	3/3/2021	\$149.53
Paid Chk# 024126 JOHN HANCOCK	3/4/2021	\$900.00 g - pay 5 21 def comp - Kiffme
Paid Chk# 024127 BILL MCCABE	3/9/2021	\$122.60
Paid Chk# 024128 BILL MCCABE	3/10/2021	\$150.16 g - McCabe dentist
Paid Chk# 024129 BLASHACK, CHAD C.	3/18/2021	\$1,419.12
Paid Chk# 024130 HOLLERMANN, PAUL A.	3/18/2021	\$1,103.30
Paid Chk# 024131 KIFFMEYER, MARK G.	3/18/2021	\$1,355.50
Paid Chk# 024132 McCABE, WILLIAM R.	3/18/2021	\$2,261.61
Paid Chk# 024133 RASMUSON, TERESA M.	3/18/2021	\$26.76
Paid Chk# 024134 SCHLUETER, STEVEN F.	3/18/2021	\$169.59
Paid Chk# 024135 JOHN HANCOCK	3/18/2021	\$900.00 g - def comp pay 6 21, Rasmuso
Paid Chk# 024136 BILL MCCABE	3/17/2021	\$25.00 g - McCabe, RX
Paid Chk# 024137 BACKES, JUSTIN A	3/31/2021	\$893.30
Paid Chk# 024138 COLEMAN, MARY L	3/31/2021	\$893.30
Paid Chk# 024139 GENEUX, BRENT	3/31/2021	\$893.30
Paid Chk# 024140 SCHMITZ, JEFFREY, J	3/31/2021	\$893.30
Paid Chk# 024141 ZENZEN, MICHAEL	3/31/2021	\$586.07
Paid Chk# 024142 KRAMER, JOSEPH S.	3/30/2021	\$473.67
Paid Chk# 024143 MN DEPT OF REVENUE	3/31/2021	\$1,344.01 emp pd state taxes
Paid Chk# 024144 BRYAN BROWN	3/31/2021	\$45.00 general - 1st Qtr 2021 pay
Paid Chk# 024145 GLEN LOMMEL	3/31/2021	\$45.00 general - 1st Qtr 2021 pay
Paid Chk# 024146 JASON NETLAND	3/31/2021	\$45.00 general - 1st Qtr 2021 pay
Paid Chk# 024147 RON KRAEMER	3/31/2021	\$45.00 general - 1st Qtr 2021 pay
Paid Chk# 024148 TROY VOIGT	3/31/2021	\$45.00 general - 1st Qtr 2021 pay
Paid Chk# 024149 BLASHACK, CHAD C.	4/1/2021	\$1,419.12
Paid Chk# 024150 HOLLERMANN, PAUL A.	4/1/2021	\$1,103.30
Paid Chk# 024151 KIFFMEYER, MARK G.	4/1/2021	\$1,355.50
Paid Chk# 024152 McCABE, WILLIAM R.	4/1/2021	\$2,261.61
Paid Chk# 024153 RASMUSON, TERESA M.	4/1/2021	\$26.76
Paid Chk# 024154 SCHLUETER, STEVEN F.	4/1/2021	\$112.44
Paid Chk# 024155 JOHN HANCOCK	4/1/2021	\$900.00 g - def comp pay 7 2021, Rasmu
Paid Chk# 024156 BILL MCCABE	4/14/2021	\$79.28 g - McCabe Rx
Paid Chk# 024157 BLASHACK, CHAD C.	4/15/2021	\$1,419.12
Paid Chk# 024158 HOLLERMANN, PAUL A.	4/15/2021	\$1,103.30
Paid Chk# 024159 KIFFMEYER, MARK G.	4/15/2021	\$1,355.50

City of St. Augusta

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March 2021 to April 2021

	Name	Check Date	Check Amt	
Paid Chk# 024160	McCABE, WILLIAM R.	4/15/2021	\$2,261.61	
Paid Chk# 024161	RASMUSON, TERESA M.	4/15/2021	\$26.76	
Paid Chk# 024162	SCHLUETER, STEVEN F.	4/15/2021	\$104.42	
Paid Chk# 024163	JOHN HANCOCK	4/15/2021	\$900.00	g - pay 8 2021 def comp - Kiff
Paid Chk# 024164	AFLAC	4/20/2021	\$501.58	g - employee paid insurance
Paid Chk# 024165	ALLSTREAM	4/20/2021	\$431.51	sewer dept - telephone
Paid Chk# 024166	BILL MCCABE	4/20/2021	\$207.20	general - McCabe mileage Feb 8
Paid Chk# 024167	CENTER POINT ENERGY	4/20/2021	\$792.85	fire dept - gas usage
Paid Chk# 024168	CITY OF ST. AUGUSTA	4/20/2021	\$83.87	general - Mar 2021 usage
Paid Chk# 024169	CITY OF ST. CLOUD	4/20/2021	\$20,445.39	sewer dept - Feb 2021 NR2
Paid Chk# 024170	COMPASS MINERALS AMERICA I	4/20/2021	\$3,605.84	pw dept - bulk coarse
Paid Chk# 024171	COURI & RUPPE PLLP	4/20/2021	\$1,762.50	general - Camping World
Paid Chk# 024172	CRYSTAL HEGLUND	4/20/2021	\$155.91	parks dept - cancelation refun
Paid Chk# 024173	F.I.R.E.	4/20/2021	\$1,450.00	fire dept - live burn simulato
Paid Chk# 024174	FLOW MEASUREMENT CONTRO	4/20/2021	\$675.00	water dept - certification of
Paid Chk# 024175	GOPHER STATE ONE-CALL	4/20/2021	\$78.36	sewer dept - locates
Paid Chk# 024176	GRACE MERTZ	4/20/2021	\$130.91	parks dept - park reservation
Paid Chk# 024177	H&S HEATING	4/20/2021	\$450.00	fire dept - service furnaces/a
Paid Chk# 024178	IAMRESPONDING	4/20/2021	\$305.00	fire dept - phone app subscrip
Paid Chk# 024179	JDL MASONRY	4/20/2021	\$5,775.00	pw dept - shop trench drain re
Paid Chk# 024180	KELLY C JOHNSON INC	4/20/2021	\$731.85	general - Mar 2021 permits
Paid Chk# 024181	LAND O AKES OIL & PROPANE	4/20/2021	\$174.27	fire dept - fill tank at fire
Paid Chk# 024182	MACQUEEN EMERGENCY	4/20/2021	\$3,212.38	CIP - fire dept, nozzles
Paid Chk# 024183	MARCO	4/20/2021	\$101.50	general - copier contract
Paid Chk# 024184	MID MN CODE ENFORCEMENT	4/20/2021	\$14,482.96	general - 1st qtr 2021 buildin
Paid Chk# 024185	MN DEPT OF LABOR & INDUSTR	4/20/2021	\$1,422.60	general - 1st qtr 2021 buildin
Paid Chk# 024186	MN DEPT OF REVENUE	4/20/2021	\$447.03	parks dept - 1st qtr 2021 sale
Paid Chk# 024187	NORTH CENTRAL INTERNATIONAL	4/20/2021	\$36.79	pw dept - supplies
Paid Chk# 024188	RMB ENVIRONMENTAL LABORA	4/20/2021	\$742.00	sewer dept - WW Effluent sampl
Paid Chk# 024189	SMITH SCHAFER	4/20/2021	\$19,275.00	general - services for year en
Paid Chk# 024190	SC TIMES	4/20/2021	\$309.31	general - public hearing
Paid Chk# 024191	STEARNS COUNTY AUDITOR/TR	4/20/2021	\$380.40	general - 2021 TNT charges
Paid Chk# 024192	STEARNS ELECTRIC ASSOCIATI	4/20/2021	\$3,098.48	general - State Hwy 15 light
Paid Chk# 024193	TOW MASTER	4/20/2021	\$109,035.00	CIP - pw dept, plow truck
Paid Chk# 024194	TRAUT COMPANIES	4/20/2021	\$50.00	water dept - sample #'s 210346
Paid Chk# 024195	WEST CENTRAL SANITATION	4/20/2021	\$201.05	fire dept - garbage service
Paid Chk# 024196	XCEL ENERGY	4/20/2021	\$1,014.40	general - gas usage Feb 2021
Paid Chk# 024197	BILL MCCABE	4/19/2021	\$349.00	g - McCabe root canal
Paid Chk# 024198	COURI & RUPPE PLLP	4/20/2021	\$1,803.75	general - Kennel
Paid Chk# 024199	F.I.R.E.	4/20/2021	\$250.00	fire dept - Hazmat refresher
Paid Chk# 024200	GRANITE ELECTRONICS	4/20/2021	\$732.25	fire dept - radio repairs
Paid Chk# 024201	HEARTLAND TIRE	4/20/2021	\$1,717.92	fire dept - tire repairs/labor
Paid Chk# 024202	HOTSY OF MINNESOTA	4/20/2021	\$10,830.25	CIP - fire dept, sprayer
Paid Chk# 024203	LEAGUE OF MN CITIES	4/20/2021	\$530.00	SW - coalition contributions/M
Paid Chk# 024204	NORTH STAR SIGNS & ENGRAVI	4/20/2021	\$432.50	fire dept - name plates for na
Paid Chk# 024205	SHERI STANG	4/20/2021	\$82.73	CIP - fire dept, on site fire
Total Checks			\$243,760.32	

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March 2021 to April 2021

Name	Check Date	Check Amt
Michael G. Zenzen		

FILTER: None

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April 2021

			Check Amt	Invoice	Comment
10100 STATE BANK OF KIMBAL					
Paid Chk#	024198	4/20/2021	COURI & RUPPE PLLP		
E 101-41000-304	Legal Fees		\$46.25		general - Kennel
E 101-41000-304	Legal Fees		\$647.50		general - general legal counsel
E 101-41000-304	Legal Fees		\$1,110.00		general - Winkleman
Total COURI & RUPPE PLLP			\$1,803.75		
Paid Chk#	024199	4/20/2021	F.I.R.E.		
E 101-42270-208	Training, Inst., Travel		\$250.00	4834	fire dept - Hazmat refresher
Total F.I.R.E.			\$250.00		
Paid Chk#	024200	4/20/2021	GRANITE ELECTRONICS		
E 101-42270-220	Repair/Maint Supply		\$732.25	154007083-1	fire dept - radio repairs
Total GRANITE ELECTRONICS			\$732.25		
Paid Chk#	024201	4/20/2021	HEARTLAND TIRE		
E 101-45200-220	Repair/Maint Supply		\$1,717.92	10016530	fire dept - tire repairs/labor
Total HEARTLAND TIRE			\$1,717.92		
Paid Chk#	024202	4/20/2021	HOTSY OF MINNESOTA		
E 450-42270-430	Miscellaneous		\$1,912.00	70816	CIP - fire dept, sprayer
E 450-42270-430	Miscellaneous		\$8,918.25	70817	CIP - fire dept, sprayer
Total HOTSY OF MINNESOTA			\$10,830.25		
Paid Chk#	024203	4/20/2021	LEAGUE OF MN CITIES		
E 607-41000-206	Association Dues/LMC, APO		\$530.00	340556	SW - coalition contributions/Mn Cities Stormwater
Total LEAGUE OF MN CITIES			\$530.00		
Paid Chk#	024204	4/20/2021	NORTH STAR SIGNS & ENGRAVING		
E 101-42270-220	Repair/Maint Supply		\$432.50	23409	fire dept - name plates for names/fire hall letters
Total NORTH STAR SIGNS & ENGRAVING			\$432.50		
Paid Chk#	024205	4/20/2021	SHERI STANG		
E 450-42270-430	Miscellaneous		\$82.73		CIP - fire dept, on site fire supplies
Total SHERI STANG			\$82.73		
10100 STATE BANK OF KIMBAL			\$16,379.40		

Fund Summary**10100 STATE BANK OF KIMBAL**

101 GENERAL FUND	\$4,936.42
450 CAPITAL PROJECT FUND	\$10,912.98
607 STORMWATER UTILITY	\$530.00
	\$16,379.40

Michael G. Zenzen

***Check Detail Register©**

April 2021

			Check Amt	Invoice	Comment
10100 STATE BANK OF KIMBAL					
Paid Chk#	024164	4/20/2021	AFLAC		
G 101-21710	Other Deductions		\$350.50		g - employee paid insurance
G 601-21710	Other Deductions		\$75.54		g - employee paid insurance
G 602-21710	Other Deductions		\$75.54		g - employee paid insurance
Total AFLAC			\$501.58		
Paid Chk#	024165	4/20/2021	ALLSTREAM INTEGRA		
E 101-41000-321	Telephone		\$190.91		general - city hall telephone
E 101-42270-321	Telephone		\$132.92		fire dept - telephone
E 602-49450-321	Telephone		\$107.68		sewer dept - telephone
Total ALLSTREAM INTEGRA			\$431.51		
Paid Chk#	024166	4/20/2021	BILL MCCABE		
E 101-41000-208	Training, Inst., Travel		\$207.20		general - McCabe mileage Feb 8 - Apr 14 2021
Total BILL MCCABE			\$207.20		
Paid Chk#	024167	4/20/2021	CENTER POINT ENERGY		
E 101-42270-387	Fire Dept Utilities		\$583.74		fire dept - gas usage
E 101-42270-387	Fire Dept Utilities		\$209.11		fire dept - gas usage
Total CENTER POINT ENERGY			\$792.85		
Paid Chk#	024168	4/20/2021	CITY OF ST. AUGUSTA		
E 101-41000-736	city halls sewer/water expense		\$83.87		general - Mar 2021 usage
Total CITY OF ST. AUGUSTA			\$83.87		
Paid Chk#	024169	4/20/2021	CITY OF ST. CLOUD		
E 601-49400-312	Water/Contract Services		\$10,056.56		water dept - Feb 2021 usage
E 602-49450-313	Sewer/Contract Services		\$4,409.74		sewer dept - Feb 2021 treatment charges
E 602-47000-602	NR2 Project - principal/int		\$5,979.09		sewer dept - Feb 2021 NR2
Total CITY OF ST. CLOUD			\$20,445.39		
Paid Chk#	024170	4/20/2021	COMPASS MINERALS AMERICA INC		
E 101-41130-220	Repair/Maint Supply		\$1,787.41	782699	pw dept - bulk coarse
E 101-41130-220	Repair/Maint Supply		\$1,818.43	783360	pw dept - bulk coarse
Total COMPASS MINERALS AMERICA INC			\$3,605.84		
Paid Chk#	024171	4/20/2021	COURI & RUPPE PLLP		
E 101-41000-304	Legal Fees		\$102.50		general - Camping World
E 101-41000-304	Legal Fees		\$185.00		general - Winkelman
E 101-41000-304	Legal Fees		\$966.25		general - general legal counsel
E 450-41130-230	Overlaying		\$508.75		CIP - pw dept, 2020 street project
Total COURI & RUPPE PLLP			\$1,762.50		
Paid Chk#	024172	4/20/2021	CRYSTAL HAGLUND		
E 101-45200-342	Refunds		\$155.91		parks dept - cancelation refund
Total CRYSTAL HAGLUND			\$155.91		
Paid Chk#	024173	4/20/2021	F.I.R.E.		
E 101-42270-208	Training, Inst., Travel		\$1,450.00	4910	fire dept - live burn simulator
Total F.I.R.E.			\$1,450.00		
Paid Chk#	024174	4/20/2021	FLOW MEASUREMENT CONTROL CO		
E 601-49400-210	Operating Supplies (GENERAL)		\$337.50	1116	water dept - certification of pipe flow meter
E 602-49450-210	Operating Supplies (GENERAL)		\$337.50	1116	sewer dept - certification of pipe flow meter

City of St. Augusta

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April 2021

Claim Type paid 2021 for 2021

Claim#	2829	US BANK BLASHACK	Ck# 022245E 3/24/2021		
Cash Payment	E 601-49400-212	Motor Fuels	water dept - fuel for city vehicles	\$155.58	
Invoice					
Cash Payment	E 602-49450-212	Motor Fuels	sewer dept - fuel for city vehicles	\$155.90	
Invoice					
Cash Payment	E 101-41000-200	Office Supplies (GENERAL	general - office supplies, Dollar General	\$8.29	
Invoice					
Cash Payment	E 101-41130-220	Repair/Maint Supply	pw dept - supplies, Menards	\$15.31	
Invoice					
Cash Payment	E 101-41130-220	Repair/Maint Supply	pw dept - headlight, Everyday Auto	\$30.51	
Invoice					
Transaction Date	3/24/2021	STATE BANK OF KI	10100	Total	\$365.59

Claim Type paid 2021 for 2021

Claim#	2830	US BANK CORDIE	Ck# 022246E 3/24/2021		
Cash Payment	E 101-42270-232	EMS Supplies	fire dept - nitrile gloves, Henry Schein	\$390.00	
Invoice					
Transaction Date	3/24/2021	STATE BANK OF KI	10100	Total	\$390.00

Claim Type paid 2021 for 2021

Claim#	2831	US BANK HOLLERMANN	Ck# 022247E 3/24/2021		
Cash Payment	E 101-41130-212	Motor Fuels	pw dept - fuel for city vehicles	\$347.96	
Invoice					
Cash Payment	E 101-41130-220	Repair/Maint Supply	pw dept - supplies, Dollar General	\$19.32	
Invoice					
Transaction Date	3/24/2021	STATE BANK OF KI	10100	Total	\$367.28

Claim Type paid 2021 for 2021

Claim#	2832	US BANK KIFFMEYER	Ck# 022248E 3/24/2021		
Cash Payment	E 101-41130-212	Motor Fuels	pw dept - fuel for city vehicles	\$237.07	
Invoice					
Cash Payment	E 101-45200-220	Repair/Maint Supply	parks dept - parts, Midwest Machinery	\$215.25	
Invoice					
Cash Payment	E 101-45200-220	Repair/Maint Supply	parks dept - parts, Royal Tire	\$452.96	
Invoice					
Cash Payment	E 101-41130-220	Repair/Maint Supply	pw dept - shop grate, Midway Iron	\$303.40	
Invoice					
Cash Payment	E 101-41130-220	Repair/Maint Supply	pw dept - supplies, Menards	\$37.96	
Invoice					
Cash Payment	E 101-41130-220	Repair/Maint Supply	pw dept - supplies, Mimbach	\$39.95	
Invoice					
Cash Payment	E 101-41130-220	Repair/Maint Supply	pw dept - supplies, Menards	\$49.14	
Invoice					
Cash Payment	E 101-41130-220	Repair/Maint Supply	pw dept - supplies, Mimbach	\$208.95	
Invoice					
Transaction Date	3/24/2021	STATE BANK OF KI	10100	Total	\$1,544.68

Claim Type paid 2021 for 2021

Claim#	2833	US BANK MCCABE	Ck# 022249E 3/24/2021		
Cash Payment	E 101-41000-300	support services	general - remote backup, DriCrashPlan	\$19.98	
Invoice					
Cash Payment	E 101-41000-200	Office Supplies (GENERAL	general - office supplies, Dacotah Paper	\$96.94	
Invoice					
Transaction Date	3/24/2021	STATE BANK OF KI	10100	Total	\$116.92

City of St. Augusta

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April 2021

Claim Type paid 2021 for 2021				
Claim#	2834	US BANK RASMUSON	Ck# 022250E 3/24/2021	
Cash Payment	E 101-41130-220	Repair/Maint Supply	pw dept - clean sand, Knife River	\$192.86
Invoice				
Cash Payment	E 101-41000-322	Postage	general - postage, US Post Office	\$110.00
Invoice				
Cash Payment	E 101-42270-323	Internet	fire dept - internet, Arvig	\$54.95
Invoice				
Cash Payment	E 101-41000-323	Internet	general - internet, Midco	\$98.61
Invoice				
Transaction Date	3/24/2021	STATE BANK OF KI	10100	Total \$456.42

Claim Type paid 2021 for 2021				
Claim#	2835	US BANK SCHLUETER	Ck# 022251E 3/24/2021	
Cash Payment	E 450-42270-430	Miscellaneous	CIP - fire dept, sawzall kits, chargers, Border States	\$1,123.78
Invoice				
Transaction Date	3/24/2021	STATE BANK OF KI	10100	Total \$1,123.78

Claim Type paid 2021 for 2021				
Claim#	2836	US BANK SCHREINER	Ck# 022252E 3/24/2021	
Cash Payment	E 101-42270-220	Repair/Maint Supply	fire dept - oil change, Mikes Repair	\$73.28
Invoice				
Cash Payment	E 101-42270-220	Repair/Maint Supply	fire dept - supplies, Northern Tool	\$23.67
Invoice				
Cash Payment	E 101-42270-220	Repair/Maint Supply	fire dept - service SuperVac and generator (5 invoices)	\$521.92
Invoice				
Transaction Date	3/24/2021	STATE BANK OF KI	10100	Total \$618.87

Pre-Written Checks	\$4,983.54
Checks to be Generated by the Compute	\$0.00
Total	\$4,983.54

Michael G. Zenzen

***Check Detail Register©**

April 2021

			Check Amt	Invoice	Comment
Total	FLOW MEASUREMENT CONTROL CO		\$675.00		
Paid Chk#	024175	4/20/2021	GOPHER STATE ONE-CALL		
E 601-49400-314	Gopher State One Calls		\$39.18		water dept - locates
E 602-49450-314	Gopher State One Calls		\$39.18		sewer dept - locates
Total	GOPHER STATE ONE-CALL		\$78.36		
Paid Chk#	024176	4/20/2021	GRACE MERTZ		
E 101-45200-342	Refunds		\$130.91		parks dept - park reservation cancellation
Total	GRACE MERTZ		\$130.91		
Paid Chk#	024177	4/20/2021	H&S HEATING		
E 101-42270-223	Building Repair Supplies		\$450.00	16530	fire dept - service furnaces/ac's
Total	H&S HEATING		\$450.00		
Paid Chk#	024178	4/20/2021	IAMRESPONDING		
E 101-42270-206	Association Dues/LMC, APO		\$305.00		fire dept - phone app subscription
Total	IAMRESPONDING		\$305.00		
Paid Chk#	024179	4/20/2021	JDL MASONRY		
E 101-41130-220	Repair/Maint Supply		\$5,775.00	461	pw dept - shop trench drain repairs
Total	JDL MASONRY		\$5,775.00		
Paid Chk#	024180	4/20/2021	KELLY C JOHNSON INC		
E 101-41220-742	Electrical Insp		\$731.85		general - Mar 2021 permits
Total	KELLY C JOHNSON INC		\$731.85		
Paid Chk#	024181	4/20/2021	LAND O LAKES OIL & PROPANE		
E 101-42270-212	Motor Fuels		\$174.27	19159	fire dept - fill tank at fire hall
Total	LAND O LAKES OIL & PROPANE		\$174.27		
Paid Chk#	024182	4/20/2021	MACQUEEN EMERGENCY - WAS ERS		
E 450-42270-430	Miscellaneous		\$362.15	16724	CIP - fire dept, StreamLite box, accessories
E 450-42270-430	Miscellaneous		\$2,850.23	P00251	CIP - fire dept, nozzles
Total	MACQUEEN EMERGENCY - WAS ERS		\$3,212.38		
Paid Chk#	024183	4/20/2021	MARCO		
E 101-41000-300	support services		\$101.50		general - copier contract
Total	MARCO		\$101.50		
Paid Chk#	024184	4/20/2021	MID MN CODE ENFORCEMENT		
E 101-41220-300	support services		\$14,482.96		general - 1st qtr 2021 building permits
Total	MID MN CODE ENFORCEMENT		\$14,482.96		
Paid Chk#	024185	4/20/2021	MN DEPT OF LABOR & INDUSTRY		
E 101-41220-722	Bldg Permit Surcharge		\$1,422.60		general - 1st qtr 2021 building permit surcharge
Total	MN DEPT OF LABOR & INDUSTRY		\$1,422.60		
Paid Chk#	024186	4/20/2021	MN DEPT OF REVENUE		
E 101-45200-113	State Sales Tax		\$224.58		parks dept - 1st qtr 2021 sales tax (3266.62)
E 601-49400-113	State Sales Tax		\$222.45		water dept - 1st qtr 2021 sales tax (3235.64)
Total	MN DEPT OF REVENUE		\$447.03		
Paid Chk#	024187	4/20/2021	NORTH CENTRAL INTERNATIONAL		
E 101-41130-220	Repair/Maint Supply		\$36.79	X2200000861:	pw dept - supplies

***Check Detail Register©**

April 2021

		Check Amt	Invoice	Comment
Total NORTH CENTRAL INTERNATIONAL		\$36.79		
Paid Chk# 024188	4/20/2021	RMB ENVIRONMENTAL		
E 602-49450-316	Sample Analysis	\$223.00	D009980	sewer dept - WW Effluent
E 602-49450-316	Sample Analysis	\$223.00	D012021	sewer dept - WW Effluent sample
E 602-49450-316	Sample Analysis	\$73.00	D012484	sewer dept - WW Effluent
E 602-49450-316	Sample Analysis	\$223.00	D013628	sewer dept - WW Effluent
Total RMB ENVIRONMENTAL		\$742.00		
Paid Chk# 024189	4/20/2021	SMITH SCHAFFER		
E 101-41000-207	Auditing Services	\$13,750.00	90581	general - services for year end 2020 audit
E 101-41000-207	Auditing Services	\$5,525.00	92555	general - services for year end Dec 2020
Total SMITH SCHAFFER		\$19,275.00		
Paid Chk# 024190	4/20/2021	ST. CLOUD TIMES		
E 101-41000-203	Legal Notice Publication	\$114.44	0003715128	general - Second Chance Shelter public hearing publication
E 101-41000-203	Legal Notice Publication	\$96.54	0003715128	general - public hearing
E 101-41000-203	Legal Notice Publication	\$98.33	0003715128	general - public hearing
Total ST. CLOUD TIMES		\$309.31		
Paid Chk# 024191	4/20/2021	STEARNS COUNTY AUDITOR/TREAS		
E 101-41000-302	Assessor Contract	\$380.40	2021-0000006	general - 2021 TNT charges
Total STEARNS COUNTY AUDITOR/TREAS		\$380.40		
Paid Chk# 024192	4/20/2021	STEARNS ELECTRIC ASSOCIATION		
E 101-42270-387	Fire Dept Utilities	\$257.27		fire dept - fire hall
E 101-45200-381	Electric Utilities	\$36.40		parks dept - HLP
E 101-41000-381	Electric Utilities	\$161.82		general - city hall
E 101-42270-387	Fire Dept Utilities	\$51.11		fire dept - fire hydrant
E 101-41000-381	Electric Utilities	\$38.00		general - 2 meters
E 602-49450-381	Electric Utilities	\$277.19		sewer dept - lift station 1
E 101-41000-381	Electric Utilities	\$45.27		general - city hall
E 101-41000-381	Electric Utilities	\$9.75		general - street light
E 602-49450-381	Electric Utilities	\$72.92		sewer dept - lift station 2
E 605-43160-380	Utility Services (GENERAL)	\$90.75		EU - Emerald Ponds
E 101-45200-381	Electric Utilities	\$46.51		parks dept - KP
E 605-43160-380	Utility Services (GENERAL)	\$124.50		EU - Blackberry Farms
E 605-43160-380	Utility Services (GENERAL)	\$108.00		EU - Emerald Ponds
E 101-41000-381	Electric Utilities	\$99.36		general - State Hwy 15 light
E 602-49450-381	Electric Utilities	\$27.75		sewer dept - lift station
E 101-41000-381	Electric Utilities	\$30.35		general - Lion's Sign
E 601-49400-381	Electric Utilities	\$25.74		water dept - flow meter
E 101-45200-381	Electric Utilities	\$55.01		parks dept - HLP shelter
E 101-42270-387	Fire Dept Utilities	\$236.68		fire dept - fire hall
E 101-45200-381	Electric Utilities	\$37.76		parks dept - HLP
E 101-41000-381	Electric Utilities	\$165.29		general - city hall
E 101-42270-387	Fire Dept Utilities	\$51.63		fire dept - fire hydrant
E 101-41000-381	Electric Utilities	\$38.00		general - 2 meters
E 602-49450-381	Electric Utilities	\$267.49		sewer dept - lift station 1
E 101-41000-381	Electric Utilities	\$37.29		general - city hall
E 101-41000-381	Electric Utilities	\$9.75		general - street light
E 602-49450-381	Electric Utilities	\$78.12		sewer dept - lift station 2
E 605-43160-380	Utility Services (GENERAL)	\$90.75		EU - Emerald Ponds
E 101-45200-381	Electric Utilities	\$46.49		parks dept - KP

***Check Detail Register©**

April 2021

			Check Amt	Invoice	Comment
E 605-43160-380	Utility Services (GENERAL)		\$124.50		EU - Blackberry Farms
E 605-43160-380	Utility Services (GENERAL)		\$108.00		EU - Emerald Ponds
E 101-41000-381	Electric Utilities		\$107.57		general - State Hwy 15 light
E 602-49450-381	Electric Utilities		\$27.75		sewer dept - lift station
E 101-41000-381	Electric Utilities		\$30.54		general - Lion's Sign
E 601-49400-381	Electric Utilities		\$25.74		water dept - flow meter
E 101-45200-381	Electric Utilities		\$57.43		parks dept - HLP shelter
Total STEARNS ELECTRIC ASSOCIATION			\$3,098.48		
Paid Chk# 024193	4/20/2021	TOW MASTER			
E 450-41130-537	Plow Truck		\$109,035.00	437316	CIP - pw dept, plow truck
Total TOW MASTER			\$109,035.00		
Paid Chk# 024194	4/20/2021	TRAUT COMPANIES			
E 601-49400-316	Sample Analysis		\$50.00		water dept - sample #'s 210346 & 210347
Total TRAUT COMPANIES			\$50.00		
Paid Chk# 024195	4/20/2021	WEST CENTRAL SANITATION			
E 101-41000-384	Refuse/Garbage Disposal		\$172.57		general - garbage service
E 101-42270-384	Refuse/Garbage Disposal		\$28.48		fire dept - garbage service
Total WEST CENTRAL SANITATION			\$201.05		
Paid Chk# 024196	4/20/2021	XCEL ENERGY			
E 101-41000-383	Gas Utilities		\$1,014.40		general - gas usage Feb 2021
Total XCEL ENERGY			\$1,014.40		
10100 STATE BANK OF KIMBAL			\$191,565.94		

Fund Summary**10100 STATE BANK OF KIMBAL**

101 GENERAL FUND	\$54,888.65
450 CAPITAL PROJECT FUND	\$112,756.13
601 WATER FUND	\$10,832.71
602 SEWER FUND	\$12,441.95
605 LIGHTING UTILITY	\$646.50
	\$191,565.94

Michael G. Zenzen

	General Fund	CIP Fund	Debt Service	SAC/WAC Fund	Water Fund	Sewer Fund	Storm Water	Sewer Debt	Street Light	Monthly Totals
Cash Balance 12/31/2020(un-audited)	\$ 1,205,254	\$ 1,968,796.24	\$ 350,773	\$ 765,091	\$ (101,126)	\$ (344,468)	\$ 66,276	\$ 107,755	\$ 4,182	\$ 4,022,533
Receipts January 2021	\$ 21,112	\$ 29,248.76	\$ 1,664	\$ 29,963	\$ 20,565	\$ 24,939	\$ 9,570	\$ 778	\$ 402	\$ 138,242
Ex. January 2021	\$ 90,395	\$ 2,688.91	\$ 495		\$ 45,943	\$ 65,987	\$ 883		\$ 323	\$ 206,716
Receipts February 2021	\$ 16,399	\$ 25,937.35			\$ 18,859	\$ 22,861	\$ 1,607	\$ 728	\$ 314	\$ 86,705
Ex. February 2021	\$ 32,007				\$ 17,383	\$ 27,914	\$ 1,682		\$ 323	\$ 79,309
Receipts March 2021	\$ 24,599	\$ 50,149.74		\$ 6,000	\$ 24,740	\$ 31,383	\$ 991	\$ 956	\$ 409	\$ 139,227
Ex. March 2021	\$ 64,410	\$ 42,455.59			\$ 16,082	\$ 14,782	\$ 6,027		\$ 323	\$ 144,080
Receipts April 2021										\$ -
Ex. April 2021	\$ 83,780	\$ 124,284.14			\$ 14,067	\$ 15,676	\$ 1,303		\$ 647	\$ 239,757
Receipts May 2021										\$ -
Ex. May 2021										\$ -
Receipts June 2021										\$ -
Ex. June 2021										\$ -
Receipts July 2021										\$ -
Ex. July 2021										\$ -
Receipts August 2021										\$ -
Ex. August 2021										\$ -
Receipts September 2021										\$ -
Ex. September 2021										\$ -
Receipts October 2021										\$ -
Ex. October 2021										\$ -
Receipts November 2021										\$ -
Ex. November 2021										\$ -
Receipts December 2021										\$ -
Ex. December 2021										\$ -
Cash Balance	\$ 996,772	\$ 1,904,703.45	\$ 351,942	\$ 801,054	\$ (130,436)	\$ (389,645)	\$ 68,548	\$ 110,217	\$ 3,690	\$ 3,716,845

2020 CIP Breakdown	Unallocated	Admin	Park	Streets	Fire	Total
Beginning Balance -12/31/2020						
Un-Audited	\$486,590.90	\$52,099.54	\$763,109.34	\$643,560.55	\$23,435.91	\$1,968,796.24
Wildland Fire Gear					\$ (2,688.91)	(\$2,688.91)
January Sales Tax			\$ 10,642.67	\$ 10,642.67		\$21,285.34
January Property Tax				\$ 6,209.86	\$ 1,182.82	\$7,392.68
January Cable Franchise Fees		\$ 570.74				\$570.74
February Sales Tax			\$ 12,034.50	\$ 12,034.50		\$24,069.00
February Cable Franchise Fees		\$ 575.40				\$575.40
Aggregate Tax				\$ 1,292.95		\$1,292.95
2021 Street Project Engineering				\$ (42,455.59)		(\$42,455.59)
March Sales Tax			\$ 48,163.48	\$ 1,413.48		\$49,576.96
March Cable Franchise Fees		\$ 572.78				\$572.78
Plow Truck Build Out				\$ (109,035.00)		(\$109,035.00)
Fire Nozzels					\$ (3,212.38)	(\$3,212.38)
Fire Sawzall Kits					\$ (1,123.78)	(\$1,123.78)
Fire Pressure Washer					\$ (10,830.25)	(\$10,830.25)
Fire Miscellaneous (Food for Fire)					\$ (82.73)	(\$82.73)
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Totals	\$486,590.90	\$53,818.46	\$833,949.99	\$523,663.42	\$6,680.68	\$1,904,703.45

Unallocated - Reserved

Eagle Drive	\$ 17,912.00
215th Street	\$ 53,375.50
Trails (Sales Tax Specific)	\$ 142,250.00

	2021	Spent/Received	% of Budget	Remaining Amount
Revenues	Budget	As of Apr 15, 2021	Spent	
General Fund	\$856,568	\$ 67,088	7.83%	\$789,480
Capital Improvement Fund	\$738,086	\$ 105,346	14.27%	\$632,740
Water Fund	\$321,922	\$ 66,609	20.69%	\$255,313
Sewer Fund	\$541,850	\$ 82,148	15.16%	\$459,702
Sewer Debt Fund	\$12,500	\$ 2,555	20.44%	\$9,945
Street Light Fund	\$4,500	\$ 1,178	26.17%	\$3,322
WAC/SAC Improvement Fund	\$98,968	\$ 35,963	36.34%	\$63,005
Debt Service	\$89,434	\$ 1,676	1.87%	\$87,758
Storm Water	\$50,000	\$ 12,554	25.11%	\$37,446
Total Revenues	\$2,713,828	\$ 375,117	13.82%	\$2,338,711
Expenditures				
General Fund	\$858,511	\$ 270,593	31.52%	\$587,918
Capital Improvement Fund	\$703,000	\$ 169,429	24.10%	\$533,571
Water Fund	\$322,343	\$ 93,522	29.01%	\$228,821
Sewer Fund	\$542,271	\$ 124,406	22.94%	\$417,865
Storm Water Utility Fund	\$26,071	\$ 9,896	37.96%	\$16,175
Street Light Fund	\$4,380	\$ 1,616	36.90%	\$2,764
WAC/SAC Improvement Fund	\$288,702		0.00%	\$288,702
Debt Service	\$36,495	\$ 495	1.36%	\$36,000
Total Expenditures	\$2,781,773	\$ 669,957	24.08%	\$2,111,816

General Fund				
	2021	Spent	% of Budget	Remaining Amount
	Budget	As of Apr 20, 2021	Spent	
Administration	\$ 305,062	\$ 105,426	34.56%	\$ 199,636
Council	\$ 28,113	\$ 6,528	23.22%	\$ 21,585
Boards and Commissions	\$ 3,500	\$ 225	6.43%	\$ 3,275
Building Inspection	\$ 59,800	\$ 53,083	88.77%	\$ 6,717
Elections	\$ 2,700	\$ 1,919	71.09%	\$ 781
Fire	\$ 180,240	\$ 18,734	10.39%	\$ 161,506
Streets	\$ 202,333	\$ 76,215	37.67%	\$ 126,118
Parks	\$ 76,763	\$ 8,463	11.02%	\$ 68,300
Total General Fund	\$ 858,511	\$ 270,593	31.52%	\$ 587,918

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: St. Augusta Firefighter's Relief Association

Previous Gambling Permit Number: X-92453

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: 20-8648753

Mailing Address: 1914 250th St.

City: St. Augusta State: MN Zip: 56301 County: Stearns

Name of Chief Executive Officer (CEO): Adam Sandhurst

CEO Daytime Phone: 320-309-4582 CEO Email: asandhurst@summitfire.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal

☐ Religious

☐ Veterans

☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

**A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

**IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Club Almar

Physical Address (do not use P.O. box): 24617 County Rd. 7

Check one:



City: St. Augusta, MN

Zip: 56301

County: Stearns



Township: _____

Zip: _____

County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): October 15, 2021

Check each type of gambling activity that your organization will conduct:

☐ Bingo

☐ Paddlewheels

☐ Pull-Tabs

☐ Tipboards

☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.



Local Board of Appeal and Equalization Record



PLEASE READ: For this form to be valid, you must read the step by step Record Form Instructions at <https://www.revenue.state.mn.us>.

County Stearns	Local Jurisdiction St. Augusta	County MN Tax ID 8027413	
County Mailing Address 3301 County Road 138 RM 2500	City Waite Park	State MN	Zip Code 56387

Summary of All Board Actions

Parcels Appealed	Parcels Reduced	Parcels Increased	Class Changes	Parcels Not Changed	Total Change In EMV	Jurisdiction Total EMV
0	0	0	0	0	0	500,557,500

Meeting

Date 4/6/21

Valuation Activity

Property Owner None	Parcel ID	Assessor Land EMV	Assessor Improvements	Assessor Total EMV 0	Assessor Class	Changes To EMV 0
	Appeal Code	Board Land EMV	Board Improvements	Board Total EMV 0	Board Class	Explanation Of Change

Certification

☒ I certify that I am authorized to submit this information and that it is true and correct to the best of my knowledge. I understand that anyone giving false information is subject to a fine or penalty under Minnesota Statutes, section 609.43.

Name Kelly Lane	Email kelly.lane@co.stearns.mn.us	Telephone Number 320-656-3680
--------------------	--------------------------------------	----------------------------------

Assessor's Office

Administration Center RM 37 • 705 Courthouse Square • St. Cloud, MN 56303
320-656-3680 • FAX 320-656-3977

For the 2021 assessment there were a total of 52 residential/seasonal sales used in the state study which uses sales from October 1, 2019 through September 30, 2020. These sales resulted in a median ratio of 97.75% after time adjustment. The sales ratio is calculated by taking the estimated market value divided by the sale price, and then adjusting it for time to January 2, 2021.

Total new construction added for 2021 assessment is \$6,883,058 and breaks down as follows:

Agricultural: \$464,179
Residential: \$5,737,376
Comm./Ind: \$681,509

Below are the average market value changes for properties in St. Augusta for the 2021 assessment for taxes payable in 2022.

▪ Residential	3 - 7%
▪ Agricultural Green Acres	3 - 5%
▪ Commercial/Industrial	-5 - +2%
▪ Apartments	3 - 5%
▪ Mini-Storage Facilities	5 - 10%

Please keep in mind that these are only averages. Some properties may have changed more or less than the average depending on the characteristics of the property, if it was viewed/updated during the assessment cycle, and if new construction was added to the parcel.

Thank You,

Don Ramler
Senior Appraiser
Property Services

RESOLUTION NO. 2021-05
RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF
ST. AUGUSTA ON BEHALF OF ITS CITY ATTORNEY

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of St. Augusta, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of St. Augusta on behalf of its Prosecuting Attorney, are hereby approved.
2. That the County Attorney, Janelle Kendall, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Michael G. Zenzen, the Mayor for the City of St. Augusta, and William R. McCabe, the City Administrator/Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 20th day of April, 2021.

CITY OF ST AUGUSTA

By: Michael G. Zenzen
Its Mayor

ATTEST: _____
By: William R. McCabe
Its City Clerk



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of St Augusta on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

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

Agreement

1 Term of Agreement

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

2 Agreement Between the Parties

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

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

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

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

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

particular transaction.

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

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

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

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

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.2007
Email Address:	Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Janelle Kendall, County Attorney
Address: 705 Courtroom Square, Room 448
St Cloud, MN 56303
Telephone: 320.656.3880
Email Address: county.attorney@co.stearns.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

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

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

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

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

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

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

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

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

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

7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

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

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

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

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its

own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

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

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

10 Venue

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

11 Termination

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

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

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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

1. GOVERNMENTAL UNIT

Name: *Michael G. Zenzen*
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: April 20, 2021

Name: William R. McCabe
(PRINTED)

Signed: _____

Title: City Administrator/Clerk
(with delegated authority)

Date: April 20, 2021

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 187923, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

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

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

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

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

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

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

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

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

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

any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

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

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

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

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be

governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

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

11. [reserved]

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

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

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

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

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn.

Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

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

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

15. WARRANTY DISCLAIMERS.

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

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

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA

shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: Michael G. Zenzen
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: April 20, 2021

Name: William R. McCabe
(PRINTED)

Signed: _____

Title: City Administrator/Clerk
(with delegated authority)

Date: April 20, 2021

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

**CITY OF ST. AUGUSTA
STEARNS COUNTY
STATE OF MINNESOTA**

**RESOLUTION VACATING A PORTION OF 250TH STREET
IN THE CITY OF ST. AUGUSTA**

RESOLUTION NO. 2021-06

WHEREAS, the City Council, pursuant to its own motion and it's authority under Minnesota Statute §412.851 did hold a public hearing on August 4, 2020 at 7 p.m. at the St. Augusta City Hall. At said time and place the City Council heard all interested parties on whether to vacate a portion of 250th Street located within the City of St. Augusta, Stearns County, Minnesota described as follows:

That part of Dedicated 250th Street according to KIFFMEYER ADDITION, said plat is on file and of record in the office of the Recorder in Stearns County, Minnesota, described as follows:

Commencing at a found iron monument which designates the southeasterly corner of Lot 5, Block 1, said KIFFMEYER ADDITION; thence South 89 degrees 49 minutes 42 seconds West on an assumed bearing along the south line of said Lot 5 for a distance of 112.50 feet to the easterly line of said Dedicated 250th Street, said point is the point of beginning; thence northwesterly along the northerly line of said Dedicated 250th Street, on a non-tangential curve concave to the southwest, having a central angle of 126 degrees 49 minutes 08 seconds and a radius of 60.30 feet, for an arc distance of 133.47 feet (chord bearing North 69 degrees 17 minutes 26 seconds West); thence southeasterly on a non-tangential curve concave to the southwest, having a central angle of 124 degrees 26 minutes 40 seconds and a radius of 72.00 feet, for an arc distance of 156.38 feet (chord bearing South 35 degrees 06 minutes 49 seconds East) to the southerly line of said Dedicated 250th Street; thence North 89 degrees 49 minutes 42 seconds East along the southerly line of said Dedicated 250th Street for a distance of 27.79 feet to the southeasterly corner of said Dedicated 250th Street; thence North 00 degrees 10 minutes 18 seconds West along the easterly line of said Dedicated 250th Street for a distance of 66.00 feet to the point of beginning. The above described tract contains 3,853 square feet.

AND

All of Dedicated 250th Street according to WHITE OAK ADDITION, said plat is on file, and of record, in the office of the Recorder in Stearns County, Minnesota. The above described tract contains 7,560 square feet.

WHEREAS, all notice requirements of Minnesota Statute § 412.851 have been satisfied; and

WHEREAS, the City Council finds and determines that it is in the public interest to vacate that portion of 250th Street as legally described above as such street is no longer required by the City for public use.

NOW THEREFORE BE IT RESOLVED that the City Council of City of St. Augusta, Stearns County, Minnesota does hereby order as follows:

1. The City Council hereby vacates that portion of 250th Street located within the City of St. Augusta, Stearns County, Minnesota described as follows:

That part of Dedicated 250th Street according to KIFFMEYER ADDITION, said plat is on file and of record in the office of the Recorder in Stearns County, Minnesota, described as follows:

Commencing at a found iron monument which designates the southeasterly corner of Lot 5, Block 1, said KIFFMEYER ADDITION; thence South 89 degrees 49 minutes 42 seconds West on an assumed bearing along the south line of said Lot 5 for a distance of 112.50 feet to the easterly line of said Dedicated 250th Street, said point is the point of beginning; thence northwesterly along the northerly line of said Dedicated 250th Street, on a non-tangential curve concave to the southwest, having a central angle of 126 degrees 49 minutes 08 seconds and a radius of 60.30 feet, for an arc distance of 133.47 feet (chord bearing North 69 degrees 17 minutes 26 seconds West); thence southeasterly on a non-tangential curve concave to the southwest, having a central angle of 124 degrees 26 minutes 40 seconds and a radius of 72.00 feet, for an arc distance of 156.38 feet (chord bearing South 35 degrees 06 minutes 49 seconds East) to the southerly line of said Dedicated 250th Street; thence North 89 degrees 49 minutes 42 seconds East along the southerly line of said Dedicated 250th Street for a distance of 27.79 feet to the southeasterly corner of said Dedicated 250th Street; thence North 00 degrees 10 minutes 18 seconds West along the easterly line of said Dedicated 250th Street for a distance of 66.00 feet to the point of beginning. The above described tract contains 3,853 square feet.

AND

All of Dedicated 250th Street according to WHITE OAK ADDITION, said plat is on file, and of record, in the office of the Recorder in Stearns County, Minnesota. The above described tract contains 7,560 square feet.

2. The City reserves a perpetual drainage and utility easement over the entire right of way described in paragraph 1 of this resolution.
3. The City Administrator is directed to file a certified copy of this Order in the records of the City along with a “Notice of Completion of Proceeding” with the Office of the Stearns County Auditor and Recorder.

Approved by the City Council of the City of St. Augusta this 20th day of April, 2021.

CITY OF ST. AUGUSTA

Michael G. Zenzen, Mayor

William R. McCabe, City Clerk/Administrator

ST. AUGUSTA ACTIVITY

March 2021

TOTAL HOURS: 34.50

(SEE ATTACHED ACTIVITY LIST FOR DETAILS)

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	21017623	2546	03/01/2021 02:30:59	03/01/2021 03:31:41	[03/01/2021 03:31:20 : MOB : 2546] JENSEN -ANT419/MN CHECKED ON PARKED AT CASEYS IN LUX/ UNOCCUPIED -ENFORCED PARKING RESTRICTIONS -CHECKED DOORS TO BUSINESSES AND ALL APPEARED SECURE NO REPORT
ST AUGUSTA	21019576	2552	03/07/2021 03:54:20	03/07/2021 04:54:12	[03/07/2021 04:54:04 : MOB : 2552] ROMSTAD 2552 -PATROLLED BUSINESS AND RESIDENTIAL AREAS -ALL APPEARED NORMAL -TOTAL TIME OF CONTRACT 1 HOUR
ST AUGUSTA	21019600	2545	03/07/2021 09:54:53	03/07/2021 11:12:02	[03/07/2021 11:11:52 : MOB : 2545] -traffic stop on 43rd ave -ended contract at 1115 hours. [03/07/2021 10:27:46 : MOB : 2545] -patrolled blackberry, gaberdine lane, cr 7 for speeders, [03/07/2021 10:05:52 : MOB : 2545] -started contract at 0955 hours. due to training contract was late. -stopped and talked to a mother walking small child and two dogs by st mary school.
ST AUGUSTA	21019794	2577	03/08/2021 01:22:04	03/08/2021 05:03:10	[03/08/2021 05:03:05 : MOB : 2577] OKERSTROM -PATROLLED ST AUGUSTA -DWI 21019798
ST AUGUSTA	21020052	2557	03/08/2021 18:42:24	03/08/2021 19:55:59	[03/08/2021 19:55:48 : MOB : 2557] ringness -patrolled developments -patrolled townsite -contract ended after 1 hour

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	21020176	2564	03/09/2021 05:00:02	03/09/2021 06:06:14	[03/09/2021 06:06:10 : MOB : 2564] POPP 1hr complete 0500-0600 -patrolled commercial and residential areas of town nothing suspicious observed
ST AUGUSTA	21020246	2547	03/09/2021 10:49:02	03/09/2021 11:53:57	[03/09/2021 11:53:41 : MOB : 2547] WELLS- 1049-1119 -CHECKED AREAS AROUND LUX -NEIGHBORHOODS -BUSINESSES -230TH ST -43RD AVE 1129-1149 -CHECKED AREAS AROUND TOWNSITE -NEIGHBORHOODS -BUSINESSES -PARKS -EMERALD PONDS -CHECKED GABLEVIEW RD FOR POSSIBLE STOLEN VEH -ONE HR COMPLETE
ST AUGUSTA	21020582	2558	03/10/2021 03:46:01	03/10/2021 04:48:50	[03/10/2021 04:48:44 : MOB : 2558] 0346-START OF CONTRACT 0346-0446-PATROLLED RES AND BUSINESS AREAS NO VIOL SPOTTED 0446-END OF CONTRACT TOTAL TIME OF CONTRACT - 1 HOUR
ST AUGUSTA	21020929	2547	03/11/2021 08:32:14	03/11/2021 09:41:38	[03/11/2021 09:41:20 : MOB : 2547] WELLS-0830-0900 -CHECKED AREAS AROUND TOWNSITE -NEIGHBORHOODS BY EAGLES LANDING AND EMERALD PONDS -FIRE HALL AREAS 0900-0930 -CHECKED AREAS AROUND LUX -STARLIGHT -GALAXY RD -ONE HR COMPLETE

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	21021234	2546	03/12/2021 02:44:30	03/12/2021 03:45:26	[03/12/2021 03:45:21 : MOB : 2546] JENSEN -DROVE INDUSTRIAL PARK -CHECKED DOORS ON BUSINESSES -RAN TRAFFIC IN CITY OF ST AUGUSTA NO REPORT
ST AUGUSTA	21021591	2578	03/13/2021 03:52:34	03/13/2021 05:09:55	[03/13/2021 05:09:49 : MOB : 2578] -1 HR ST AUGUSTA CONTR. 0352-0452 -PATROLLED THE CITY -PARKS -MA FOR LOST DRIVER BRAEGELMANN
ST AUGUSTA	21021851	2540K9	03/13/2021 21:43:30	03/13/2021 22:46:56	[03/13/2021 22:46:51 : MOB : 2540K9] TOTAL TIME ON CONTRACT...1HR...MMAYERS [03/13/2021 22:46:44 : MOB : 2540K9] ROAMED THE RURAL COUNTY ROADS CHECKING FOR TRAFFIC VIOLATIONS...SOME TRAFFIC BUT NO VIOLATIONS SEEN..... [03/13/2021 22:15:22 : MOB : 2540K9] DRIVING AREAS DURING CONTRACT... NB VAN AT 52 MPH IN 40 MPH ZONE BY KIFFMEYER PARK... -HAD 6 JUVIES IN IT WITH THE MALE DRIVING NOT HAVING A DL OR PERMIT...ISSUED TICKET FOR NO DL ANOTHER PERSON HAD A GOOD DRIVERS LICENSE TO DRIVE.
ST AUGUSTA	21021965	2565	03/14/2021 03:13:13	03/14/2021 04:19:51	[03/14/2021 04:19:43 : MOB : 2565] -one hour contract -nothing suspicious -one traffic stop younkin
ST AUGUSTA	21022218	2552	03/15/2021 03:54:04	03/15/2021 04:54:40	[03/15/2021 04:54:35 : MOB : 2552] ROMSTAD 2552 -PATROLLED BUSINESS AND RESIDENTIAL AREAS -TOTAL TIME OF CONTRACT 1 HOUR -ALL APPEARED NORMAL

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	21022489	2543	03/15/2021 21:51:05	03/15/2021 23:00:30	[03/15/2021 23:00:19 : MOB : 2543] BAROS -1 HR CONTRACT COMPLETED, 2150-2300. -LIGHT TRAFFIC, ICY SNOWY ROADS. -PATROLLED RESIDENTIAL AND BUSINESS AREAS.
ST AUGUSTA	21022545	2578	03/16/2021 02:49:50	03/16/2021 03:49:14	[03/16/2021 03:49:09 : MOB : 2578] -1 HR ST AUGUSTA CONTR. 0249-0349 -DROVE THE STREETS -WINTER PARKING -JUST SNOW PLOWS OUT AND ABOUT BRAEGELMANN
ST AUGUSTA	21022860	2564	03/17/2021 04:45:20	03/17/2021 05:49:26	[03/17/2021 05:49:23 : MOB : 2564] POPP -1hr complete 0445-0545 -patrolled commercial and residential areas of town nothing suspicious observed
ST AUGUSTA	21023590	2551	03/18/2021 22:40:16	03/18/2021 23:42:38	[03/18/2021 23:42:32 : MOB : 2551] SALFER - 1 HOUR CONTRACT COMPLETE. 2240-2340 HOURS. - PATROLLED CO RDS / NEIGHBORHOODS. - NTR
ST AUGUSTA	21023716	2510	03/19/2021 13:08:19	03/19/2021 14:24:09	[03/19/2021 14:24:03 : MOB : 2510] HOFF ORIG CONT 1200-1300, TOOK LATE DUE TO CALLS -DEPUTIES OUT AT GREGORY PARK, PATROLLED CASEYS AREA, ST AUG PROPER AND SUBDIVISIONS
ST AUGUSTA	21024012	2564	03/20/2021 04:53:33	03/20/2021 05:55:08	[03/20/2021 05:55:06 : MOB : 2564] POPP -1hr complete 0453-0553 -patrolled commercial and residential areas of town nothing suspicious observed

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	21024378	2546	03/21/2021 00:51:12	03/21/2021 01:52:44	[03/21/2021 01:52:39 : MOB : 2546] JENSEN -CHECKED DOORS TO BUSINESSES -DROVE RESIDENTIAL ROADS AND CHECKED PARKING NO REPORT
ST AUGUSTA	21025198	2579	03/23/2021 18:05:40	03/23/2021 19:06:07	[03/23/2021 19:05:53 : MOB : 2579] ROMSTAD 2579 - ONE HOUR CONTRACT - 1805 - 1905 HRS [03/23/2021 19:05:31 : MOB : 2579] - RANDOM ROUTINE PATROL - CHECK MULTIPLE BUSINESS AREAS - NOTHING SUSPICIOUS SEEN
ST AUGUSTA	21025386	2545	03/24/2021 13:02:37	03/24/2021 14:07:30	[03/24/2021 14:07:18 : MOB : 2545] -emerald ponds, 230th st, -ended contract at 1405 hours. [03/24/2021 13:48:48 : MOB : 2545] -started contract at 1300 hours. -patrolled cr 47, hwy 15, cr 141, cr 7, 230th st, 23rd ave, eagles landing
ST AUGUSTA	21025707	2545	03/25/2021 09:10:03	03/25/2021 10:36:02	[03/25/2021 10:35:52 : MOB : 2545] -started contract at 0910 hours -patrolled storage sheds on cr 47, -patrolled hwy 15 and checked out a two tone trailer that looked like suspect trailer in a theft in lynden twp-tracked down owner. -patrolled cr 141, ended contract at 1035 hours.
ST AUGUSTA	21025894	2555	03/25/2021 19:18:53	03/25/2021 20:24:29	[03/25/2021 20:21:20 : MOB : 2555] start 1830 end 2020 -took an assault call in st augusta -worked on call during the above times while in st augusta c.schwegel

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	21026069	2559	03/26/2021 08:58:24	03/26/2021 09:58:14	[03/26/2021 09:55:15 : MOB : 2559] PATROLLED DOWNTOWN AND RESIDENTIAL AREAS
ST AUGUSTA	21026573	2561K9	03/27/2021 21:03:02	03/27/2021 22:11:29	[03/27/2021 22:11:23 : MOB : 2561K9] PATROLLED MOST OF CITY AND TWP. OVER 1 HOUR OF TIME. [03/27/2021 21:58:33 : MOB : 2561K9] -WENT TO BACK 57 ON ATV/DWI -WHILE ENROUTE, FOUND VEHICLE IN THE DITCH. MALE WAS DEPRESSED AND PULLED OVER TO CRY. HELPED GIVE ADVICE, BUSINESS CARD, CELL PHONE TO MALE. [03/27/2021 21:18:00 : MOB : 2561K9] -TRAFFIC STOP. VERBAL WARNINGS FOR JULY 20 TABS, EXPIRED INSURANCE CARD
ST AUGUSTA	21026706	2559	03/28/2021 09:00:56	03/28/2021 10:00:07	[03/28/2021 09:58:18 : MOB : 2559] PATROLLED DOWNTOWN AND RESIDENTIAL AREAS
ST AUGUSTA	21027263	2577	03/30/2021 04:55:10	03/30/2021 05:56:02	[03/30/2021 05:55:44 : MOB : 2577] OKERSTROM -STARTED 0455, ENDED 0555, 1 HOUR -PATROLLED ST AUGUSTA, 1 TSTOP
ST AUGUSTA	21027332	2559	03/30/2021 11:48:26	03/30/2021 12:48:31	[03/30/2021 12:47:00 : MOB : 2559] PATROLLED DOWNTOWN AND RESIDENTIAL AREAS
ST AUGUSTA	21027527	2569K9	03/31/2021 01:43:45	03/31/2021 04:08:47	[03/31/2021 04:06:50 : MOB : 2569K9] A JOHNSON -PATROLED RESIDENTIAL AREA -FIREHALL -GREGORY PARK BUSINESSES -STORAGE UNITS -LUX -MINI SERVE -0143 TO 0223 -0223 TO 0407

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ST AUGUSTA	21027657	2579	03/31/2021 13:05:43	03/31/2021 14:38:45	<p>[03/31/2021 14:38:41 : MOB : 2579] ROMSTAD 2579 - ONE HOUR CONTRACT</p> <p>[03/31/2021 14:38:21 : MOB : 2579] - GENERAL PATROL THROUGHOUT THE CITY - TRAFFIC STOP FOR EXP REG - SUSV AT STORAGE UNITS ON 67 AV AND CR 47 - WAS A RENTER OF MULTIPLE UNITS - TOOK REPORT FROM RESIDENT FOR UNEMPLOYMENT FRAUD</p>

ALL CALLS - MARCH 2021

City	Date Received	Call Number	Complaint	Description
ST AUGUSTA	03/01/2021 15:13:36	21017754	911A	911 ABANDONED CALL
ST AUGUSTA	03/05/2021 08:42:12	21018891	AL	ALARM
ST AUGUSTA	03/10/2021 15:37:03	21020749	ALFALSE	FALSE ALARM
ST AUGUSTA	03/29/2021 15:42:54	21027103	ALFALSE	FALSE ALARM
ST AUGUSTA	03/02/2021 14:58:06	21018063	ALMED	ALARM MEDICAL
ST AUGUSTA	03/25/2021 18:21:00	21025874	ASEX	SEXUAL ASSAULT
ST AUGUSTA	03/18/2021 16:05:18	21023465	ASSTA	AGENCY ASSIST
ST AUGUSTA	03/08/2021 15:17:45	21019988	ASSTA	AGENCY ASSIST
ST AUGUSTA	03/08/2021 10:59:42	21019879	ASSTP	PERSONAL ASSIST
ST AUGUSTA	03/26/2021 20:37:31	21026287	ATV	ATV COMPLAINT
ST AUGUSTA	03/17/2021 01:20:57	21022843	BURGI	BURGLARY IN PROGRESS
ST AUGUSTA	03/25/2021 01:38:19	21025639	CC	CITIZEN CONTACT
ST AUGUSTA	03/21/2021 17:51:13	21024535	CC	CITIZEN CONTACT
ST AUGUSTA	03/29/2021 19:28:14	21027174	CC	CITIZEN CONTACT
ST AUGUSTA	03/30/2021 04:55:10	21027263	CONTR	CONTRACT
ST AUGUSTA	03/30/2021 11:48:26	21027332	CONTR	CONTRACT
ST AUGUSTA	03/27/2021 21:03:02	21026573	CONTR	CONTRACT
ST AUGUSTA	03/28/2021 09:00:56	21026706	CONTR	CONTRACT
ST AUGUSTA	03/31/2021 01:43:45	21027527	CONTR	CONTRACT
ST AUGUSTA	03/31/2021 13:05:43	21027657	CONTR	CONTRACT
ST AUGUSTA	03/19/2021 13:08:19	21023716	CONTR	CONTRACT
ST AUGUSTA	03/20/2021 04:53:33	21024012	CONTR	CONTRACT
ST AUGUSTA	03/21/2021 00:51:12	21024378	CONTR	CONTRACT
ST AUGUSTA	03/25/2021 09:10:03	21025707	CONTR	CONTRACT
ST AUGUSTA	03/25/2021 19:18:53	21025894	CONTR	CONTRACT
ST AUGUSTA	03/26/2021 08:58:24	21026069	CONTR	CONTRACT
ST AUGUSTA	03/23/2021 18:05:40	21025198	CONTR	CONTRACT
ST AUGUSTA	03/24/2021 13:02:37	21025386	CONTR	CONTRACT
ST AUGUSTA	03/17/2021 04:45:20	21022860	CONTR	CONTRACT
ST AUGUSTA	03/18/2021 22:40:16	21023590	CONTR	CONTRACT
ST AUGUSTA	03/12/2021 02:44:30	21021234	CONTR	CONTRACT
ST AUGUSTA	03/13/2021 03:52:34	21021591	CONTR	CONTRACT
ST AUGUSTA	03/13/2021 21:43:30	21021851	CONTR	CONTRACT
ST AUGUSTA	03/14/2021 03:13:13	21021965	CONTR	CONTRACT
ST AUGUSTA	03/15/2021 03:54:04	21022218	CONTR	CONTRACT
ST AUGUSTA	03/15/2021 21:51:05	21022489	CONTR	CONTRACT
ST AUGUSTA	03/16/2021 02:49:50	21022545	CONTR	CONTRACT
ST AUGUSTA	03/08/2021 01:22:04	21019794	CONTR	CONTRACT
ST AUGUSTA	03/07/2021 03:54:20	21019576	CONTR	CONTRACT
ST AUGUSTA	03/07/2021 09:54:53	21019600	CONTR	CONTRACT
ST AUGUSTA	03/01/2021 02:30:59	21017623	CONTR	CONTRACT
ST AUGUSTA	03/08/2021 18:42:24	21020052	CONTR	CONTRACT
ST AUGUSTA	03/09/2021 05:00:02	21020176	CONTR	CONTRACT
ST AUGUSTA	03/09/2021 10:49:02	21020246	CONTR	CONTRACT
ST AUGUSTA	03/10/2021 03:46:01	21020582	CONTR	CONTRACT
ST AUGUSTA	03/11/2021 08:32:14	21020929	CONTR	CONTRACT
ST AUGUSTA	03/05/2021 06:17:17	21018858	CRASH	ACCIDENT
ST AUGUSTA	03/13/2021 22:47:11	21021897	CRASH	ACCIDENT
ST AUGUSTA	03/17/2021 09:58:05	21022898	DOG	DOG COMPLAINT/BARKING
ST AUGUSTA	03/07/2021 05:41:29	21019586	DOG	DOG COMPLAINT/BARKING
ST AUGUSTA	03/04/2021 00:54:32	21018566	DOORCHK	DOOR CHECK(S)
ST AUGUSTA	03/09/2021 23:52:37	21020539	DOORCHK	DOOR CHECK(S)
ST AUGUSTA	03/18/2021 01:23:16	21023298	DOORCHK	DOOR CHECK(S)
ST AUGUSTA	03/16/2021 22:24:08	21022815	DOORCHK	DOOR CHECK(S)
ST AUGUSTA	03/15/2021 01:15:46	21022195	DOORCHK	DOOR CHECK(S)
ST AUGUSTA	03/17/2021 00:35:08	21022834	DOORCHK	DOOR CHECK(S)
ST AUGUSTA	03/23/2021 05:13:16	21024974	DOORCHK	DOOR CHECK(S)
ST AUGUSTA	03/31/2021 00:56:50	21027519	DOORCHK	DOOR CHECK(S)
ST AUGUSTA	03/29/2021 04:28:33	21026945	DOORCHK	DOOR CHECK(S)

City	Date_Received	Call_Number	Complaint	Description
ST AUGUSTA	03/10/2021 01:19:18	21020564	DPAT	DIRECTED PATROL
ST AUGUSTA	03/10/2021 01:59:02	21020573	DPAT	DIRECTED PATROL
ST AUGUSTA	03/12/2021 01:23:43	21021218	DPAT	DIRECTED PATROL
ST AUGUSTA	03/05/2021 09:51:50	21018905	DRIVE	DRIVING COMPLAINT
ST AUGUSTA	03/05/2021 15:17:46	21018996	DRIVE	DRIVING COMPLAINT
ST AUGUSTA	03/27/2021 21:31:58	21026583	DWI	DRUNK DRIVER ARREST
ST AUGUSTA	03/30/2021 17:01:59	21027412	DWI	DRUNK DRIVER ARREST
ST AUGUSTA	03/25/2021 09:51:24	21025718	FUP	FOLLOW UP
ST AUGUSTA	03/17/2021 10:45:15	21022911	FUP	FOLLOW UP
ST AUGUSTA	03/09/2021 21:22:27	21020498	GAS	GAS LEAK
ST AUGUSTA	03/16/2021 09:44:14	21022608	HAR	HARASSMENT COMPLAINT
ST AUGUSTA	03/22/2021 19:47:22	21024883	HAR	HARASSMENT COMPLAINT
ST AUGUSTA	03/22/2021 00:22:29	21024635	HAR	HARASSMENT COMPLAINT
ST AUGUSTA	03/25/2021 00:01:41	21025625	INFO	MATTER OF INFORMATION
ST AUGUSTA	03/18/2021 04:54:43	21023317	INFO	MATTER OF INFORMATION
ST AUGUSTA	03/28/2021 14:35:28	21026770	INFO	MATTER OF INFORMATION
ST AUGUSTA	03/05/2021 22:34:50	21019177	INTOXDO	INTOXICATED PERSON DISORDEF
ST AUGUSTA	03/06/2021 22:30:05	21019493	INTOXPER	INTOXICATED PERSON
ST AUGUSTA	03/06/2021 22:42:26	21019502	LIGHTSON	LIGHTS ON PROGRAM
ST AUGUSTA	03/03/2021 15:16:59	21018443	MA	MOTORIST ASSIST
ST AUGUSTA	03/11/2021 17:39:07	21021075	MA	MOTORIST ASSIST
ST AUGUSTA	03/10/2021 21:49:03	21020851	MA	MOTORIST ASSIST
ST AUGUSTA	03/13/2021 04:33:43	21021596	MA	MOTORIST ASSIST
ST AUGUSTA	03/18/2021 10:50:41	21023366	MED	MEDICAL EMERGENCY
ST AUGUSTA	03/17/2021 08:30:11	21022883	MED	MEDICAL EMERGENCY
ST AUGUSTA	03/25/2021 19:05:43	21025890	MED	MEDICAL EMERGENCY
ST AUGUSTA	03/22/2021 00:29:50	21024636	MED	MEDICAL EMERGENCY
ST AUGUSTA	03/22/2021 18:25:41	21024853	MED	MEDICAL EMERGENCY
ST AUGUSTA	03/10/2021 18:57:35	21020803	MED	MEDICAL EMERGENCY
ST AUGUSTA	03/20/2021 11:37:17	21024057	NDISP	NEIGHBORHOOD DISPUTE
ST AUGUSTA	03/02/2021 22:26:17	21018179	NOISE	NOISE COMPLAINT
ST AUGUSTA	03/22/2021 16:38:57	21024817	NOPAY	NO PAY CUSTOMER
ST AUGUSTA	03/24/2021 16:16:21	21025505	PAPSV	PAPER SERVICE
ST AUGUSTA	03/18/2021 17:36:36	21023495	PAPSV	PAPER SERVICE
ST AUGUSTA	03/10/2021 20:28:25	21020827	PAPSV	PAPER SERVICE
ST AUGUSTA	03/03/2021 21:04:50	21018521	PARKPAT	PARK PATROL
ST AUGUSTA	03/18/2021 01:53:24	21023305	PARKPAT	PARK PATROL
ST AUGUSTA	03/12/2021 02:00:19	21021226	PARKV	PARKING VIOLATION
ST AUGUSTA	03/21/2021 10:19:50	21024444	PHONECALL	PHONE CALL
ST AUGUSTA	03/17/2021 08:28:31	21022881	PRDAM	PROPERTY DAMAGE
ST AUGUSTA	03/19/2021 23:33:37	21023951	ROADRAGE	ROAD RAGE
ST AUGUSTA	03/21/2021 08:01:53	21024430	RW	REPORT WRITING
ST AUGUSTA	03/23/2021 16:01:36	21025139	RW	REPORT WRITING
ST AUGUSTA	03/11/2021 14:07:18	21021006	RW	REPORT WRITING
ST AUGUSTA	03/31/2021 14:46:54	21027690	RW	REPORT WRITING
ST AUGUSTA	03/07/2021 16:00:35	21019679	STALL	STALLED VEHICLE
ST AUGUSTA	03/27/2021 08:53:22	21026406	STOLENV	STOLEN VEHICLE
ST AUGUSTA	03/03/2021 19:25:29	21018502	SUSA	SUSPICIOUS ACTIVITY
ST AUGUSTA	03/08/2021 04:18:39	21019816	SUSA	SUSPICIOUS ACTIVITY
ST AUGUSTA	03/19/2021 06:25:57	21023647	SUSA	SUSPICIOUS ACTIVITY
ST AUGUSTA	03/30/2021 17:17:39	21027414	SUSI	SUSPICIOUS ITEM
ST AUGUSTA	03/31/2021 13:40:35	21027664	SUSV	SUSPICIOUS VEHICLE
ST AUGUSTA	03/30/2021 14:50:56	21027369	SUSV	SUSPICIOUS VEHICLE
ST AUGUSTA	03/18/2021 01:07:33	21023294	SUSV	SUSPICIOUS VEHICLE
ST AUGUSTA	03/27/2021 00:49:17	21026357	SUSV	SUSPICIOUS VEHICLE
ST AUGUSTA	03/06/2021 13:56:35	21019326	SUSV	SUSPICIOUS VEHICLE
ST AUGUSTA	03/03/2021 08:23:08	21018270	THEFT	THEFT
ST AUGUSTA	03/24/2021 11:15:31	21025357	THEFTV	THEFT FROM VEHICLE
ST AUGUSTA	03/23/2021 20:31:05	21025226	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/19/2021 22:29:30	21023919	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/22/2021 05:49:54	21024664	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/18/2021 15:57:15	21023461	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/17/2021 15:44:04	21023085	TRAFFIC STOP	TRAFFIC STOP

City	Date_Received	Call_Number	Complaint	Description
ST AUGUSTA	03/18/2021 01:39:06	21023299	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/14/2021 03:55:10	21021968	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/13/2021 21:53:14	21021859	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/15/2021 17:34:22	21022423	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/16/2021 23:45:38	21022830	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/03/2021 17:49:07	21018479	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/01/2021 06:01:21	21017635	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/01/2021 06:11:31	21017637	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/01/2021 22:27:56	21017863	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/03/2021 19:58:07	21018507	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/05/2021 21:31:08	21019138	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/05/2021 21:43:01	21019144	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/05/2021 22:07:40	21019161	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/06/2021 00:41:18	21019212	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/06/2021 05:25:56	21019258	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/06/2021 05:31:18	21019259	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/06/2021 07:52:10	21019272	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/07/2021 10:45:11	21019610	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/11/2021 13:15:35	21020990	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/12/2021 01:30:42	21021220	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/10/2021 21:00:41	21020837	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/09/2021 21:50:20	21020507	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/09/2021 22:03:01	21020512	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/09/2021 23:13:30	21020526	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/10/2021 03:34:43	21020580	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/09/2021 07:45:28	21020204	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/09/2021 07:53:04	21020206	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/09/2021 08:20:28	21020208	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/09/2021 08:26:13	21020209	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/27/2021 18:12:38	21026520	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/30/2021 05:22:20	21027267	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/27/2021 21:14:49	21026576	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/31/2021 13:14:16	21027660	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/31/2021 10:11:42	21027609	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/31/2021 15:17:50	21027702	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/31/2021 15:30:04	21027711	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/31/2021 15:41:58	21027716	TRAFFIC STOP	TRAFFIC STOP
ST AUGUSTA	03/31/2021 13:39:30	21027665	UNEMP FRAUD	UNEMPLOYMENT FRAUD
ST AUGUSTA	03/27/2021 21:42:17	21026587	VDITCH	VEHICLE IN THE DITCH
ST AUGUSTA	03/08/2021 11:09:33	21019882	VERB	VERBAL DISPUTE
ST AUGUSTA	03/17/2021 13:34:28	21022994	WEBTRAIN	TRAINING ONLINE
ST AUGUSTA	03/23/2021 09:53:39	21025013	WELF	WELFARE CHECK
ST AUGUSTA	03/10/2021 10:43:42	21020686	WELF	WELFARE CHECK
ST AUGUSTA	03/09/2021 18:31:39	21020447	WELF	WELFARE CHECK
ST AUGUSTA	03/30/2021 23:44:50	21027508	WELF	WELFARE CHECK
ST AUGUSTA	03/27/2021 13:53:16	21026459	XPAT	EXTRA PATROL
ST AUGUSTA	03/09/2021 07:19:38	21020199	XPAT	EXTRA PATROL
ST AUGUSTA	03/09/2021 03:36:45	21020163	XPAT	EXTRA PATROL
ST AUGUSTA	03/08/2021 05:05:32	21019819	XPAT	EXTRA PATROL

STEARNS COUNTY CITATIONS

04/01/2021

<u>Offense Date</u>	<u>City</u>	<u>Officer Name</u>	<u>Citation Number</u>	<u>Case #</u>	<u>Statute</u>	<u>Charge</u>	
03/30/2021 21:42:	St. Augusta	BRAEGELMANN ZACHARY	730021060797	21027471	171.24.2	DAR -DRIVING AFTER REVOCATION	True
03/01/2021 06:15:	St. Augusta	JENSEN ADAM	730021063353	21017637	169.14.5	TRAFFIC - SPEEDING - EXCEED	False
03/09/2021 07:53:	St. Augusta	JOHNSON TYLER	730021056624	21020206	169.14.5a(b)	TRAFFIC - SPEEDING - SCHOOL	False
03/13/2021 22:04:	St. Augusta	MAYERS MATTHEW	730021061857	21021859	171.02.1(a)	DRIVING WITHOUT A VALID LICENSE	True
03/09/2021 22:03:	St. Augusta	MILNE ZACHARY	730021061357	21020512	171.24.2	DAR -DRIVING AFTER REVOCATION	True
03/09/2021 22:03:	St. Augusta	MILNE ZACHARY	730021061357	21020512	169.791.2(a)	INSURANCE - NO PROOF	False
03/18/2021 16:01:	St. Augusta	POGATSHNIK CRAIG	730021050459	21023461	169.14.2(a)(3)	TRAFFIC - SPEEDING - EXCEED	False
03/31/2021 15:34:	St. Augusta	SIMON KEITH	730021064141	21027711	169.14.2(a)	TRAFFIC - SPEEDING - EXCEED	False
03/31/2021 15:34:	St. Augusta	SIMON KEITH	730021064141	21027711	169.791.2(a)	INSURANCE - NO PROOF	False
03/16/2021 11:08:	St. Augusta	THEISEN ROBERT	730021011516	20060315	169.13.2(a)	CARELESS DRIVING	False
03/16/2021 11:08:	St. Augusta	THEISEN ROBERT	730021011516	20060315	169.20.2	RIGHT OF WAY - LEFT TURNS	False

TOTAL: 11

CONTRACT DATES - MARCH 2021

<u>Actual Incid City</u>	<u>Date Received</u>	<u>Comp</u>	<u>Call Number</u>	<u>Complaint</u>	<u>First Unit</u>
ST AUGUSTA	03/01/2021 02:30:59	03:31:41	21017623	CONTR	2546
ST AUGUSTA	03/07/2021 03:54:20	04:54:12	21019576	CONTR	2552
ST AUGUSTA	03/07/2021 09:54:53	11:12:02	21019600	CONTR	2545
ST AUGUSTA	03/08/2021 01:22:04	05:03:10	21019794	CONTR	2577
ST AUGUSTA	03/08/2021 18:42:24	19:55:59	21020052	CONTR	2557
ST AUGUSTA	03/09/2021 05:00:02	06:06:14	21020176	CONTR	2564
ST AUGUSTA	03/09/2021 10:49:02	11:53:57	21020246	CONTR	2547
ST AUGUSTA	03/10/2021 03:46:01	04:48:50	21020582	CONTR	2558
ST AUGUSTA	03/11/2021 08:32:14	09:41:38	21020929	CONTR	2547
ST AUGUSTA	03/12/2021 02:44:30	03:45:26	21021234	CONTR	2546
ST AUGUSTA	03/13/2021 03:52:34	05:09:55	21021591	CONTR	2578
ST AUGUSTA	03/13/2021 21:43:30	22:46:56	21021851	CONTR	2540K9
ST AUGUSTA	03/14/2021 03:13:13	04:19:51	21021965	CONTR	2565
ST AUGUSTA	03/15/2021 03:54:04	04:54:40	21022218	CONTR	2552
ST AUGUSTA	03/15/2021 21:51:05	23:00:30	21022489	CONTR	2543
ST AUGUSTA	03/16/2021 02:49:50	03:49:14	21022545	CONTR	2578
ST AUGUSTA	03/17/2021 04:45:20	05:49:26	21022860	CONTR	2564
ST AUGUSTA	03/18/2021 22:40:16	23:42:38	21023590	CONTR	2551
ST AUGUSTA	03/19/2021 13:08:19	14:24:09	21023716	CONTR	2510
ST AUGUSTA	03/20/2021 04:53:33	05:55:08	21024012	CONTR	2564
ST AUGUSTA	03/21/2021 00:51:12	01:52:44	21024378	CONTR	2546
ST AUGUSTA	03/23/2021 18:05:40	19:06:07	21025198	CONTR	2579
ST AUGUSTA	03/24/2021 13:02:37	14:07:30	21025386	CONTR	2545
ST AUGUSTA	03/25/2021 09:10:03	10:36:02	21025707	CONTR	2545
ST AUGUSTA	03/25/2021 19:18:53	20:24:29	21025894	CONTR	2555
ST AUGUSTA	03/26/2021 08:58:24	09:58:14	21026069	CONTR	2559
ST AUGUSTA	03/27/2021 21:03:02	22:11:29	21026573	CONTR	2561K9
ST AUGUSTA	03/28/2021 09:00:56	10:00:07	21026706	CONTR	2559
ST AUGUSTA	03/30/2021 04:55:10	05:56:02	21027263	CONTR	2577
ST AUGUSTA	03/30/2021 11:48:26	12:48:31	21027332	CONTR	2559
ST AUGUSTA	03/31/2021 01:43:45	04:08:47	21027527	CONTR	2569K9
ST AUGUSTA	03/31/2021 13:05:43	14:38:45	21027657	CONTR	2579

2021 Building Permits

Saint Augusta

Saint Augusta							PERMIT	PLAN				
DATE	PERMIT #			NAME/ADDRESS	Contractor	Phone #	PURPOSE	VALUATION	FEE	REVIEW	S-CHG	TOTAL
1st Qtr												
01/19/21	AG	21	1	North Central Utilities - 24700 County Road 75	Precise	(320) 363-7401	Mechanical	\$66,012.00	660.12		33.01	693.13
01/26/21	AG	21	2	North Central Utilities - 24700 County Road 75	Precise	(320) 363-7401	Plumbing	\$42,473.00	256.00		21.24	277.24
01/26/21	AG	21	3	Amara & Scott Kunkel - 23012 21st Ave	Window World	(320) 237-4158	Widows	\$15,680.00	85.00		7.84	92.84
02/19/21	AG	21	4	KO Storage - 6717 Gregory Park Rd	Rose city	(763) 688-5570	Sign	\$4,800.00	97.25		2.40	99.65
02/19/21	AG	21	5	Joe & Gina Bartel - 7136 Ahles Rd	Paul Koshiol	(320) 290-1111	Basement Remodel	\$26,300.00	125.00		13.15	138.15
02/22/21	AG	21	6	Werschay Homes - 21658 Majestic Drive	Werschay Homes	(320) 309-2700	New Dwelling	\$580,000.00	3,227.25	\$ 100.00	290.00	3,617.25
02/26/21	AG	21	7	Dan & Heather Kraft - St Augusta	Crever Constructid	(320) 293-8907	New Dwelling	\$900,000.00	4,587.25	\$ 100.00	450.00	5,137.25
03/02/21	AG	21	8	Alan Johnson - 24853 21st Ave	Neighborhood	(320) 968-7947	Water Heater	\$2,000.00	35.00		1.00	36.00
03/01/21	AG	21	9	Fields Manufacturing - 24795 Co. Rd 75	H&S Heating	(320) 654-1522	Furnace Change Out	\$7,160.00	35.00		3.58	38.58
03/17/21	AG	21	10	Dean Croat Const. 24474 19th Ave	Dean Croat Const	(320) 980-0191	New Dwelling	\$225,000.00	1,512.25	\$ 100.00	112.50	1,724.75
03/17/21	AG	21	11	norbert Fischer - 2600 Minnesota 15	Opies 1 hour	(320) 253-2358	Furnace / A/C	\$10,500.00	105.00		5.25	110.25
03/17/21	AG	21	12	Mitchell & Lauren Ergen - 5907 Galaxy Road	Square Building	(320) 333-0537	Reside	\$45,000.00	150.00		22.50	172.50
03/17/21	AG	21	13	Keith Koltes - 23789 70th Ave	Fireworks	(320) 240-9490	Fireplace	\$4,350.00	46.32		2.18	48.50
03/24/21	Ag	21	14	Jason & Fawn Widman - 21927 Majestic Dr	Pete Mitchell	(320) 980-1610	Garage	\$150,000.00	1,137.25		75.00	1,212.25
03/24/21	AG	21	15	Loren & Tammy Estwick - 23063 Turquoise St	Self	(320) 241-9990	Deck	\$4,300.00	60.00		2.15	62.15
03/24/21	AG	21	16	Angela Voigt - 3909 Co Rd 115	Self	(320) 248-0572	New Dwelling	\$750,000.00	3,949.75	\$ 100.00	375.00	4,424.75
03/31/21	AG	21	17	Bret & Jennifer Matzke - 5748 233rd St	Self	(612) 414-3662	Garden Shed	\$11,000.00	174.75		5.50	180.25
03/31/21	AG	21	18	Jason & Fawn Widman - 21927 Majestic Dr	Sun & Fun	(320) 253-1190	Pool	\$71,172.65	175.00		35.59	210.59
03/31/21	AG	21	19	Marlin & Naomi Hommerding - 22783 28th Ave	Sun & Fun	(320) 253-1190	Pool	\$38,000.00	150.00		19.00	169.00
											-	-
1st Qtr. Tot.								\$2,953,747.65	16,568.19	\$ 400.00	1,476.87	18,445.06
2nd Qtr.												
4/1/2021	AG	21	20	Wendy Fett - 2736 Platinum St	Stucky Const	(320) 247-2588	Water Conditioning system	\$2,000.00	24.00		1.00	25.00
4/1/2021	AG	21	21	Marion Fischer - 1308 240th St	Lyon Heating	(320) 252-1371	Furnace Replacement	\$10,000.00	\$30.00		5.00	35.00
4/1/2021	AG	21	22	Forrest & Lisa Loven - 2209 230th St	Self	(320) 492-3735	Addition	\$40,000.00	\$484.75		20.00	504.75
4/7/2021	AG	21	23	Wendelin Catholic Schools - 22776 MN Hwy 15	Scenic Sign	(320) 252-9400	Sign	\$34,590.00	\$436.06		17.30	453.36
											-	-
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St. Augusta Fire Department

February 2021

Emergency calls as of report date

1. 2-5-21 Medical
2. 2-6-21 Medical
3. 2-14-21 Fire (cancel)
4. 2-15-21 Medical
5. 2-19-21 Medical
6. 2-19-21 Fire
7. 2-21-21 Medical

7 calls for February

13 calls for 2021 (19 calls this time 2020)

Monthly training

February's training was held by Fire Inc. It was an online course for hazmat refresher and carbon monoxide incidents.

April 1, 2021

Dear City Council,

The promotion committee conducted interviews of two candidates for Assistant Chief. We evaluated each candidate's answers to our questions and came up with the following recommendation. The final recommendation decision was unanimous and is as follows.

1. Shawn Steinhofer
2. Rob Claseman

Thank you

A handwritten signature in black ink, appearing to read "J. Kramer", written in a cursive style.

Chief Kramer

St. Augusta Fire

PLM Striping, Inc.
23035 Fallow Ct.
St. Cloud, MN 56301
Fed ID # 20-3586277

Estimate

Date	Estimate #
3/9/2021	441

Name / Address
St. Augusta Fire Department 23415 43rd Ave St. Augusta, MN 56301

			Project
Description	Qty	Rate	Total
Crackfill, sealcoat, and striping of parking lot front and back		3,951.00	3,951.00
Crackfill and sealcoat only of Water Pump Station on corner of 230th & 43 Ave		822.00	822.00
Commercial grade Star Seal Triton Supreme sealcoat to be used with a 25% dilution rate.		0.00	0.00
Cracks to be blown free with Atlas Copco compressor using compressed air then filled with McAsphalt 6690-1 hot rubber.		0.00	0.00
Sherwin Williams Alkyd traffic paint to be used - one coat		0.00	0.00
		Total	\$4,773.00

Item	UNIT	Cost	23rd Ave	Rena Circle & Court	Fire Hall Driveway	Ahles Road	229th St & 66th Ave	Total	Total Cost
Bituminous Material for Fog Seal	GAL	\$ 0.25	4026	1,144	701	1,665	368	7,904	\$ 1,976.05
Bituminous Material for Seal Coat	GAL	\$ 2.00	5592	1,589	974	2,313	511	10,979	\$ 21,958.00
Install Bituminous Seal Coat	SY	\$ 0.54	22367	6,356	3,896	9,252	2,046	43,917	\$ 23,715.18
Provide Seal Coat Aggregate	Ton	\$ 0.01	280	79	49	116	26	550	\$ 5.50
4Inch Solid White Line	LF	\$ 0.15	18300	0	0	7,527	0	25,827	\$ 3,874.05
4Inch Solid Yellow Line	LF	\$ 0.15	4060	0	0	1,153	0	5,213	\$ 781.95
4Inch Broken Yellow Line	LF	\$ 0.15	1465	0	0	303	0	1,768	\$ 265.20
4Inch Double Solid Yellow Line	LF	\$ 0.29	1565	0	0	2,310	0	3,875	\$ 1,123.75
24Inch Solid White	LF	\$ 10.50	24	0	0	12	0	36	\$ 378.00
									\$ 54,077.68

Project Area				
Location	Length (LF)	Width (LF)	Area (SF)	Area (SY)
23rd Ave	9150	22	201300	22366.66667
Rena Circle & Court	2600	22	57200	6355.555556
Fire Hall Driveway			35060	3895.555556
Ahles Road	3785	22	83270	9252.222222
229th St & 66th Ave			18410	2045.555556
Total				43916



Greetings,

February 15, 2021

With the 2021 dust control season approaching, we are happy to provide you with an estimate as well as updated information. Please note the following as you consider your dust control needs this coming year:

-IMPORTANT: We do not necessarily have the same drivers from past years, so to ensure the spray is applied where you want it, make the marking obvious or have a ride along representative from your township. If using markers, have your area designated with flags, ribbons or other brightly colored markers by May 15.

-You will receive an invoice after we have sprayed.

-Our rates are based on the wholesale product pricing. Price includes tax.

- If you contact us after we have sprayed your area the additional trip adds to our operating costs. This will result in an additional fee of \$50 plus \$2.50/mile for us to travel from our nearest holding site.

-Please note that if fuel costs rise above \$4.00 prices are subject to change.

2021 Townships/Cities Rate Schedule
\$1.34/ gallon

*These prices are valid for entities that bill the residents. *We do not bill individual residents.*

*Our trucks apply the Chloride Solution with electronic metering set at a rate requested by the consumer.

Below are examples of the most common rates requested.

.25 gal per sq/yd

.3 gal per sq/yd

300'x9' wide = 75 gallons

300'x9' wide = 90 gallons

300'x18' wide = 150 gallons

300'x18' wide = 180 gallons

Please complete the following and return to our office:

Township : _____ City: _____

Date	Signature	Rate Requested (Circle One)
		.25 .3 other:

Please call or email Jake or Kristie with any further questions:

Jake@crowriverconstruction.com (320-444-7633)

Kristie@crowriverconstruction.com (320-354-5554)



Maintenance Contract :

Services Provided for: City of St. Augusta - Street Sweeping 2021

Initial:

☐ Sweeping shall consist of removing dirt, mud, leaves, sand, paper, rocks, cans, glass and other debris from parking lot areas. Sweeping shall normally consist of a single pass over an area, however, contractor will make additional passes if required to adequately clean certain areas. Obstructions such as tree limbs, fallen trees, construction equipment, vehicles or construction materials will be swept around. Sweeping areas will include all curb lines along the sides of roadways or to the edge of pavement when no curb exists, along curbs on raised medians and dumpster receptacles.

Rate:

☐ \$ 98.00
(hour)

*All rates and services are invoiced per service rendered unless another payment option is selected.
*See billing options below! Monthly installment and Autopay options are available. Call to set up!

Billing Terms:

Customer Name: City of St. Augusta **Phone Number:**
Service Address:
Billing Address: 1914 250th St. St. Augusta, MN 56301
On-site Contact: Bill

Contract Amount: \$98.00 / hour

Check one:

☐ **Bill me as services are performed**

Customer Signature: _____ **Date:** _____

Ehlinger Lawn Service, Inc.: _____ **Date:** _____

Jason Ehlinger
P.O.Box 5036
St. Cloud, MN 56302

(320)250-9337
jason@ehlingerlawn.com
sarah@ehlingerlawn.com

*The above signed agree to the terms of this contract as stated under "Services" and "Billing Terms".
Either party may cancel this agreement at any time, for any reason, with a 30 day written notice.
All unpaid balances for work completed will be paid in full at time of cancellation.

PEARSON BROS., INC.

11079 LAMONT AVE N.E. HANOVER, MN 55341

PHONE (763) 391-6622 – FAX (763) 391-6627

PROPSAL FOR 2021 STREET SWEEPING

CITY OF ST. AUGUSTA

ATTN: BILL MCCABE

PHONE: 320-654-0387

EMAIL: bmccabe@staugustamn.com

WE HEREBY SUBMIT THE FOLLOWING ITEMS FOR BID:

ELGIN DOUBLE GUTTER PICKUP SWEEPER TYPE WITH OPERATOR:

TOTAL \$129.29 PER HOUR/PER BROOM

TOTAL \$107.10 PER HOUR/PER TRUCK

***CITY TO PROVIDE TRUCK AND DISPOSE OF SWEEPINGS (UNLESS OTHERWISE ARRANGED)**

***CITY TO PROVIDE WATER FOR TRUCK**

JACK E. PEARSON

PRESIDENT

INTERNATIONAL®

ATT: Mark

NCI
NORTH CENTRAL INTERNATIONAL, LLC



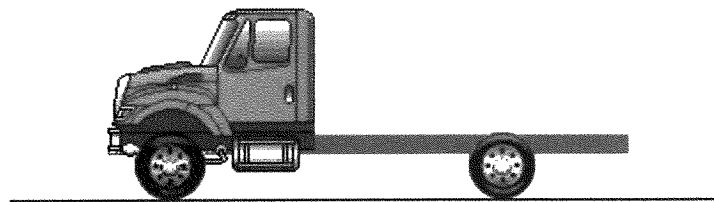
Prepared For:
City of St Augusta
Mark Augusta
1914 250TH St.
Saint Augusta, MN 56301-7706
(320)980 - 4050

STEVE GOULET
Sales Representative
375 33RD AVE S - P.O. BOX 765
ST. CLOUD, MN 56302
steve.goulet@northcentralintl.com
www.northcentralintl.com

P 320-251-9511+4107
T 800-446-2639
C 320-267-8615
F 320-251-9523

(320)251-9511

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2022 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow No Spreader
MISSION:	Requested GVWR: 39000. Calc. GVWR: 43000
DIMENSION:	Wheelbase: 171.00, CA: 96.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2 ECO PLUS (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT:	Cab schematic 100WK Location 1: 0311, Omaha Orange (Std) Chassis schematic N/A

(US DOLLAR)	
<u>Description</u>	<u>Price</u>
Total Factory List Price Including Options:	\$131,674.00
Total Preparation And Delivery:	\$200.00
Total Freight:	\$2,350.00
Total Factory List Price Including Freight:	\$134,224.00
Less Customer Allowance:	(\$51,694.00)
Total Vehicle Price:	\$82,530.00
Total Sale Price:	\$82,530.00
Total Per Vehicle Sales Price:	\$82,530.00
Net Sales Price:	\$82,530.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller
without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



City of St. Augusta
April 20, 2021



AUDIT

- Audit Opinion
 - Provides reasonable, but not absolute, assurance that financials are free of material misstatement
 - Audit procedures include: outside confirmation of certain balances and transactions, sample tests of documentary evidence, inquiries of employees and management, analytical procedures applied to balances and certain other testing procedures
 - Unmodified opinion – Financial Statements fairly stated in all material respects

- Minnesota Legal Compliance
 - Seven areas required to be tested by the State of Minnesota: contracting and bidding, deposits and investments, conflicts of interest, public indebtedness, claims and disbursements, miscellaneous provisions and tax increment financing. The items required to be tested for each area are listed in the Office of the State Auditor's Minnesota Legal Compliance Guide for Political Subdivisions
 - Testing covered all of the listed areas and consisted of inquiries, sighting of documents and testing on a sample basis
 - One exception noted – City's records showed uncashed checks held for more than three years

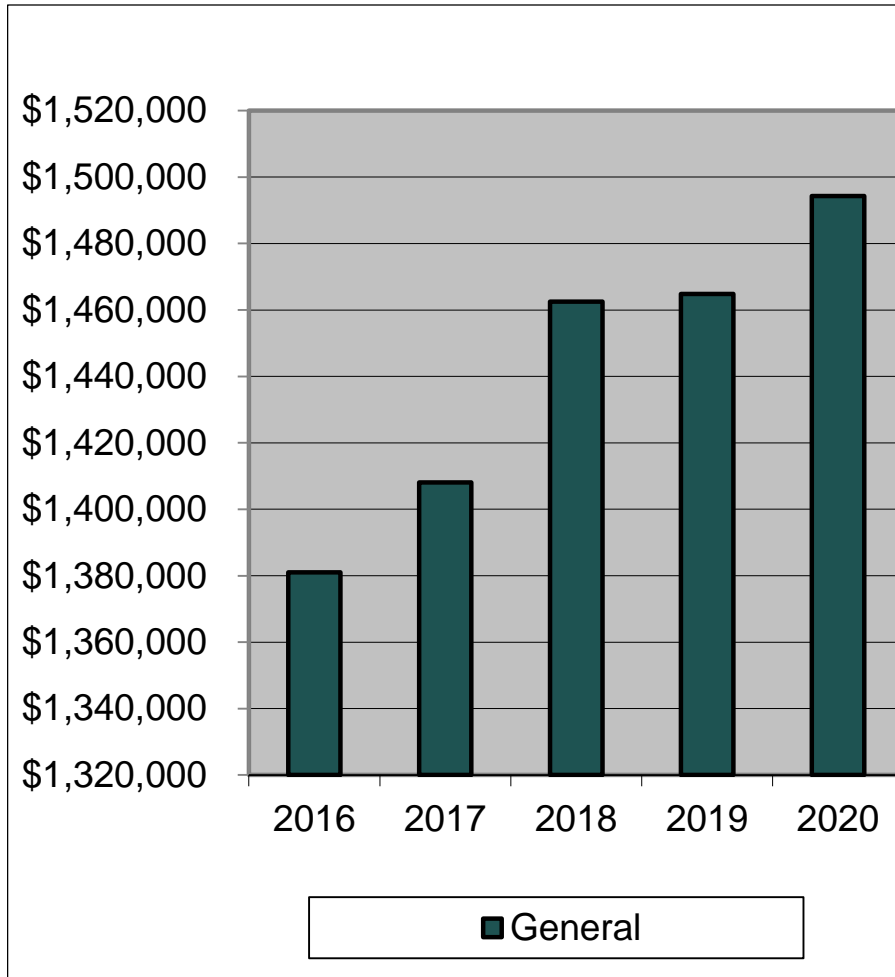
FUND TYPES

- **Governmental**
 - General Fund
 - Special Revenue Fund
 - Debt Service Fund
 - Capital Projects Fund
- **Enterprise**
 - Water
 - Sewer
 - Street Light Utility
 - Storm Water

Governmental Funds

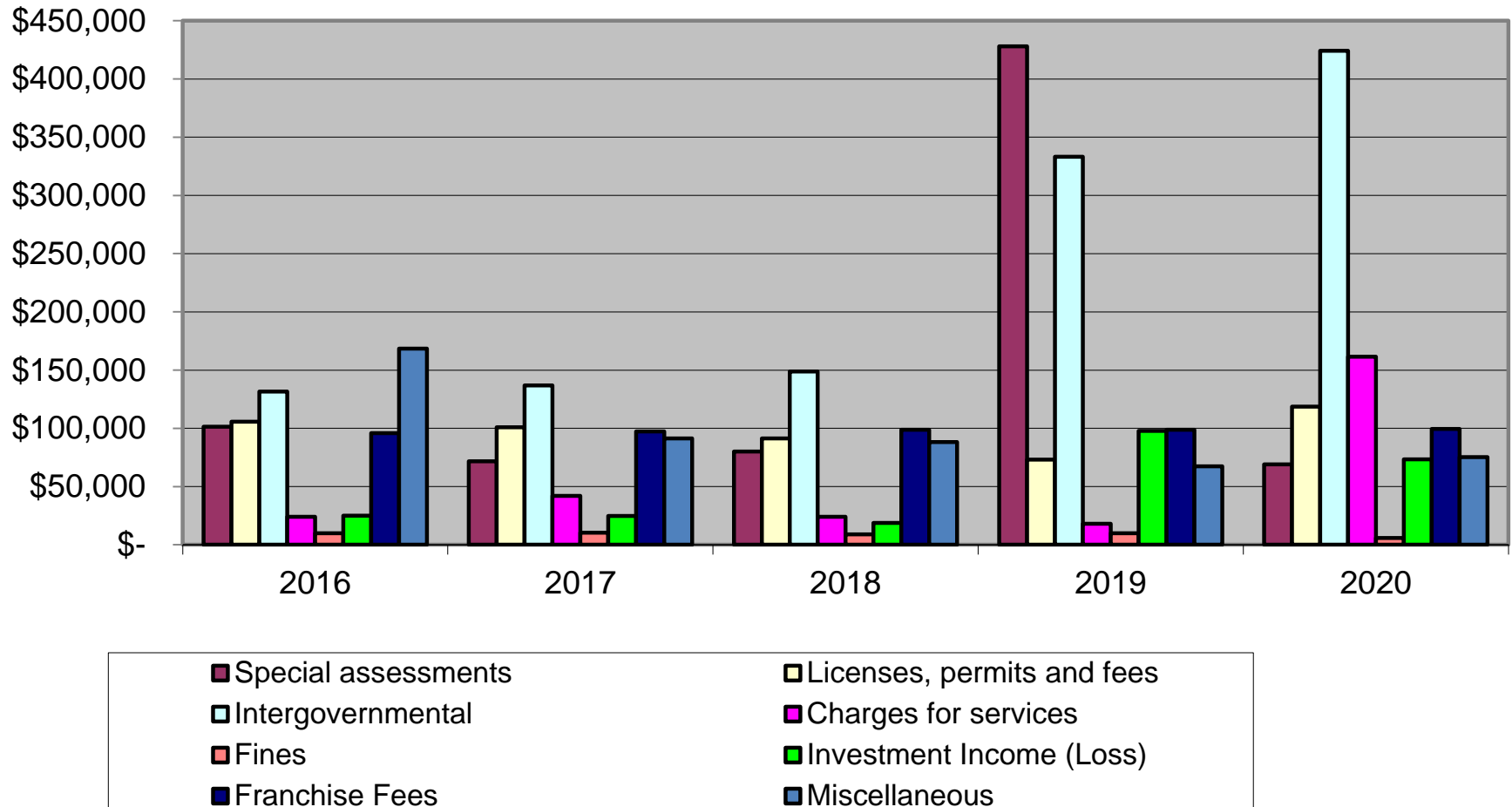
Revenues

PROPERTY AND SALES TAX REVENUES

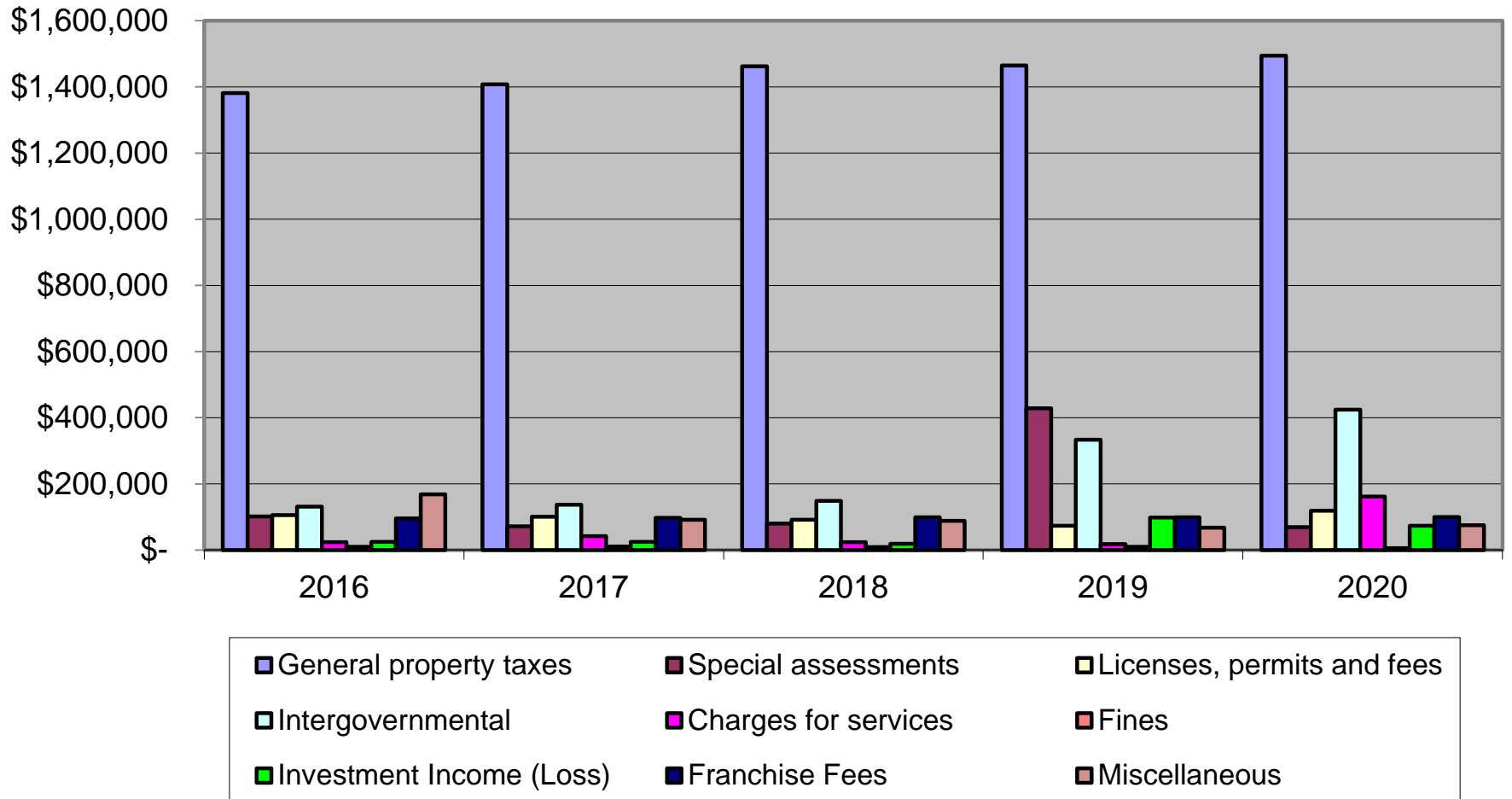


- Property and sales tax revenues in total increased by 2% in 2020, less than 1% in 2019, 4% in 2018, 2% in 2017, and 5% in 2016.
- In 2020, property and sales tax revenues represented 59% of governmental revenues excluding transfers
- Property and sales tax revenues have grown from \$1,380,999 in 2016 to \$1,494,307 in 2020

OTHER GOVERNMENTAL FUND REVENUES



TOTAL GOVERNMENTAL FUND REVENUES

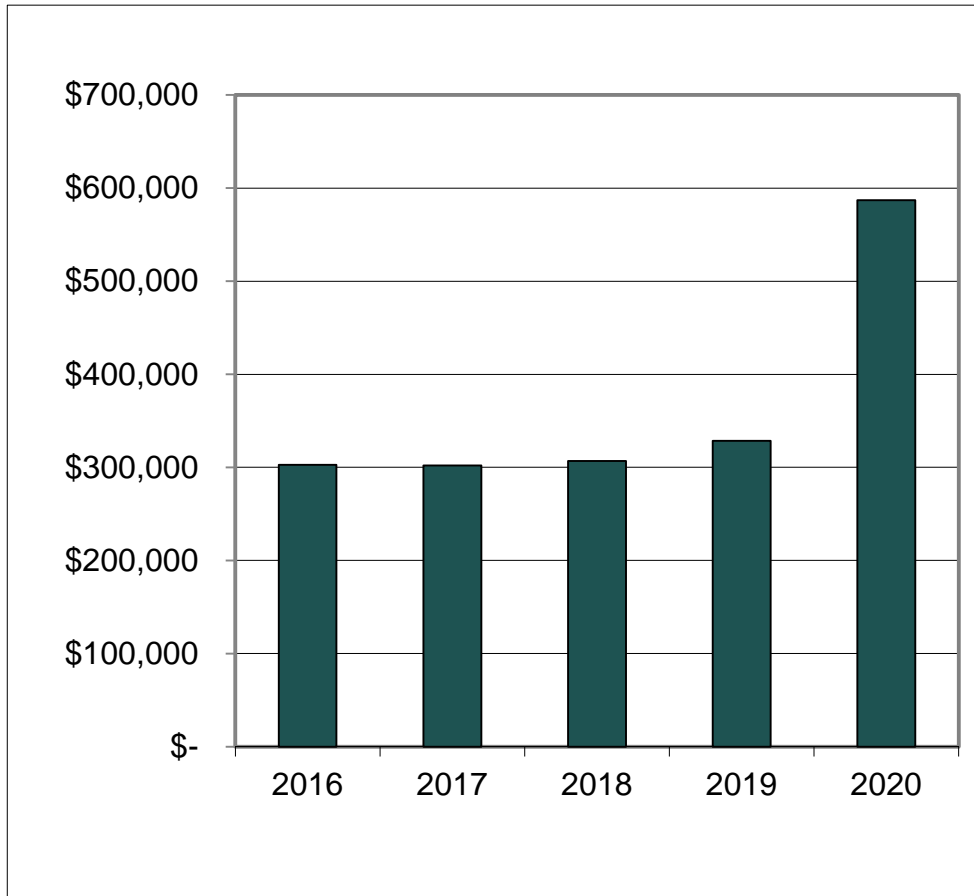


Governmental Funds

Expenditures

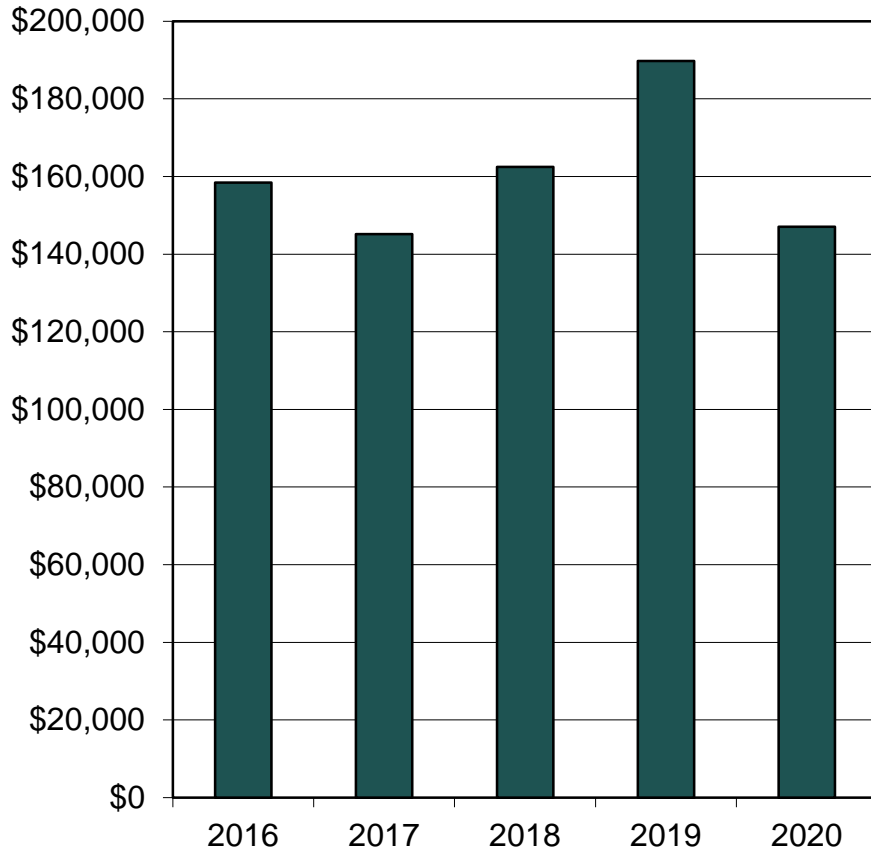


GENERAL GOVERNMENTAL EXPENDITURES



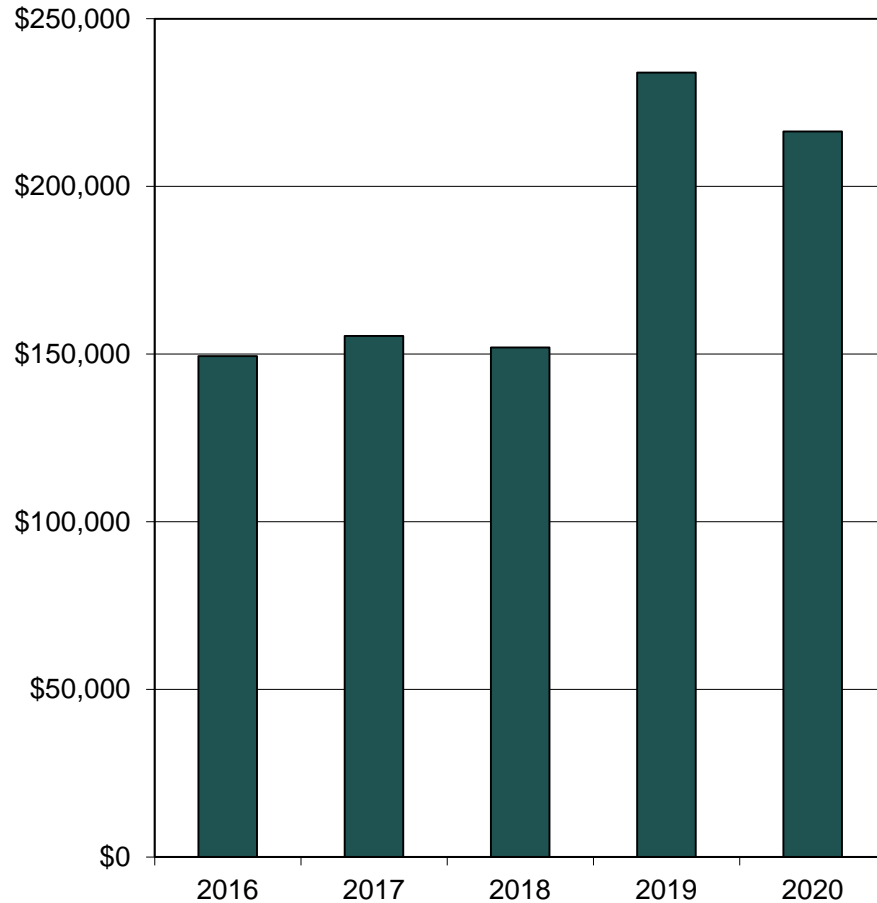
- Includes city clerk, mayor and council, planning commissions, elections, and other general government
- Represented 54% of governmental expenditures (excluding capital projects and debt service) in 2020
- Totaled \$587,096 in 2020, an increase of \$258,666 (79%) from 2019 due primarily to COVID grants to local businesses and COVID related expenditures for the City

PUBLIC SAFETY EXPENDITURES



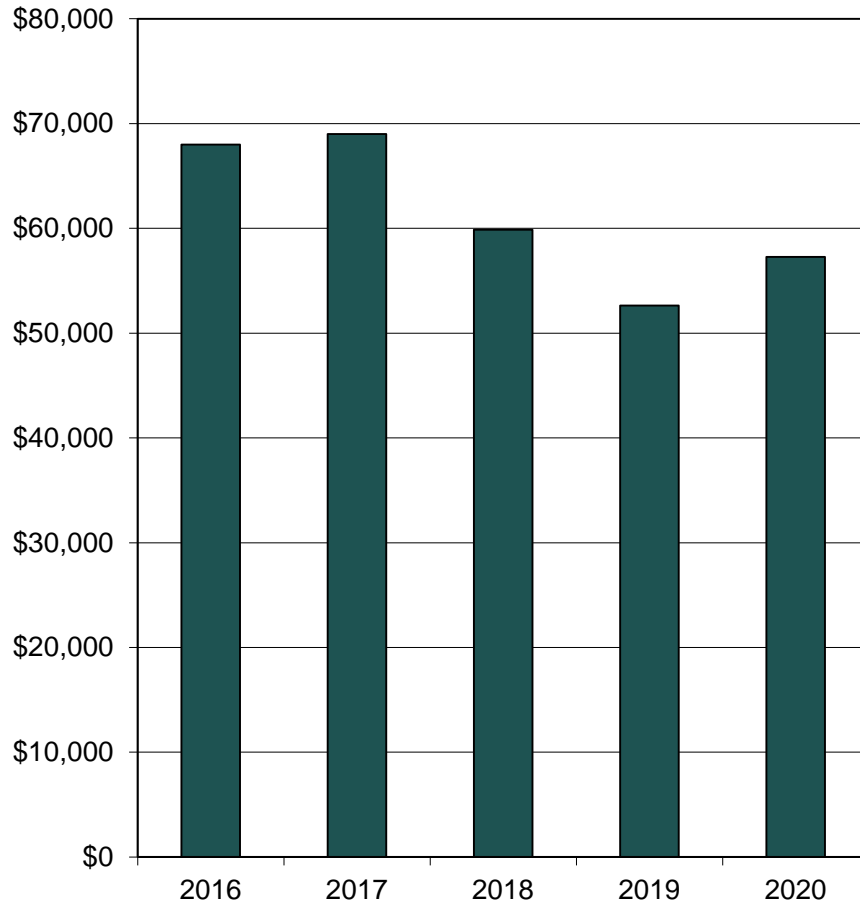
- Includes police and fire protection
- Public Safety represented about 14% of total governmental expenditures (excluding capital projects and debt service) in 2020
- Totaled \$147,034 in 2020, a decrease of \$42,769 (23%) from 2019 due primarily to less repairs and maintenance expenditures in 2020 versus 2019.

PUBLIC WORKS EXPENDITURES



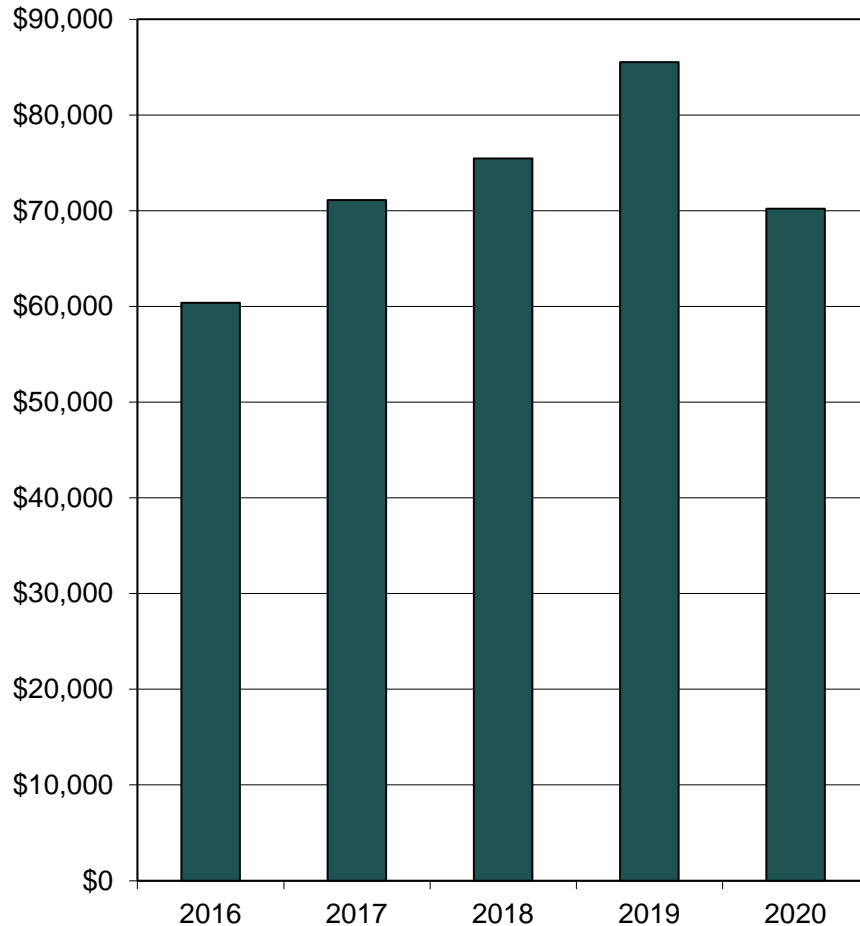
- Includes personnel services, outside services, supplies and street maintenance materials
- Totaled \$216,384 in 2020 and \$233,988 in 2019 – a decrease of approximately 8%

BUILDING INSPECTOR EXPENDITURES



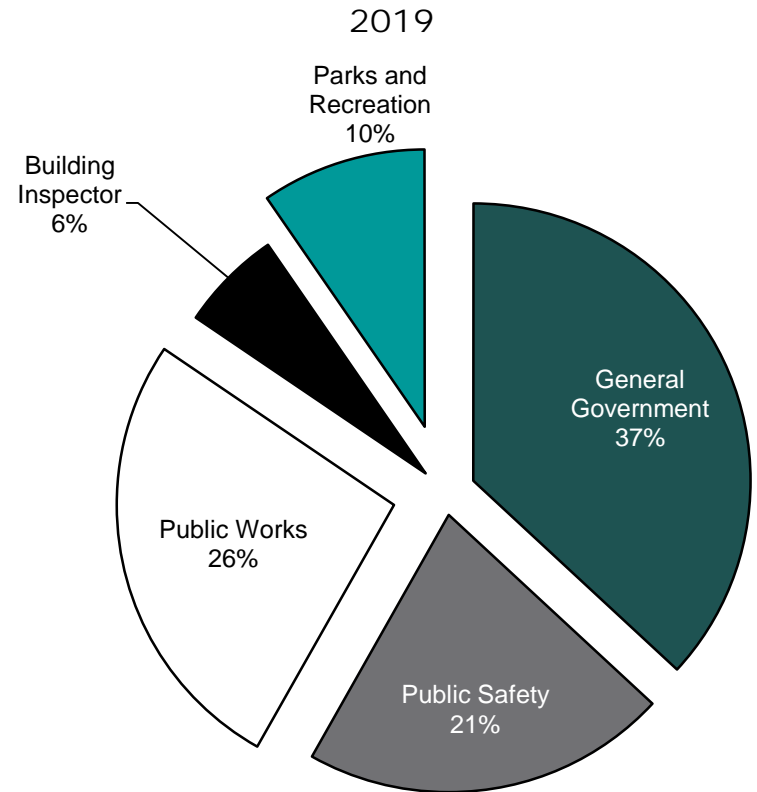
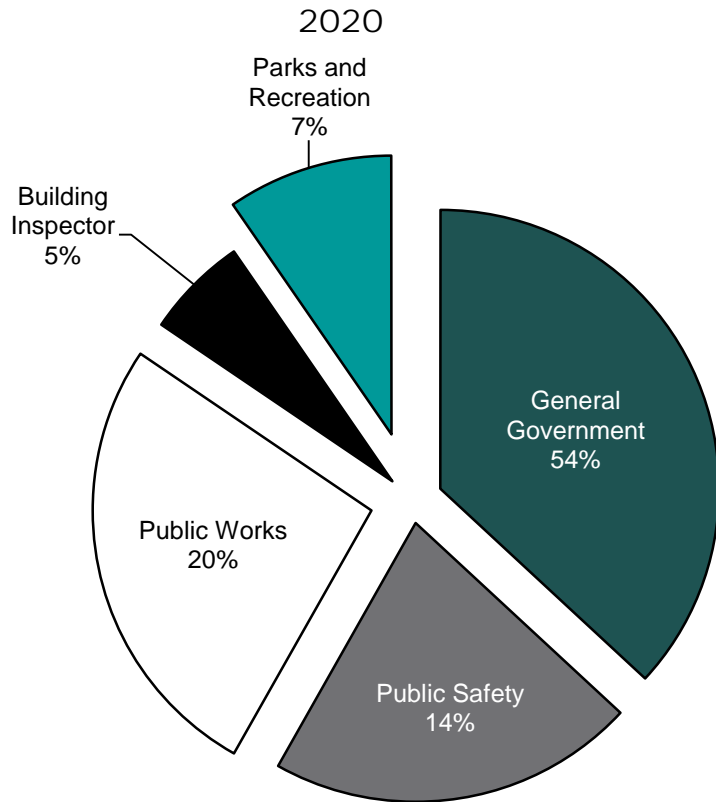
- Includes support services, building permit surcharge and electrical inspections
- Totaled \$57,279 in 2020 and \$52,632 in 2019 – an increase of approximately 9%

PARKS AND RECREATION EXPENDITURES



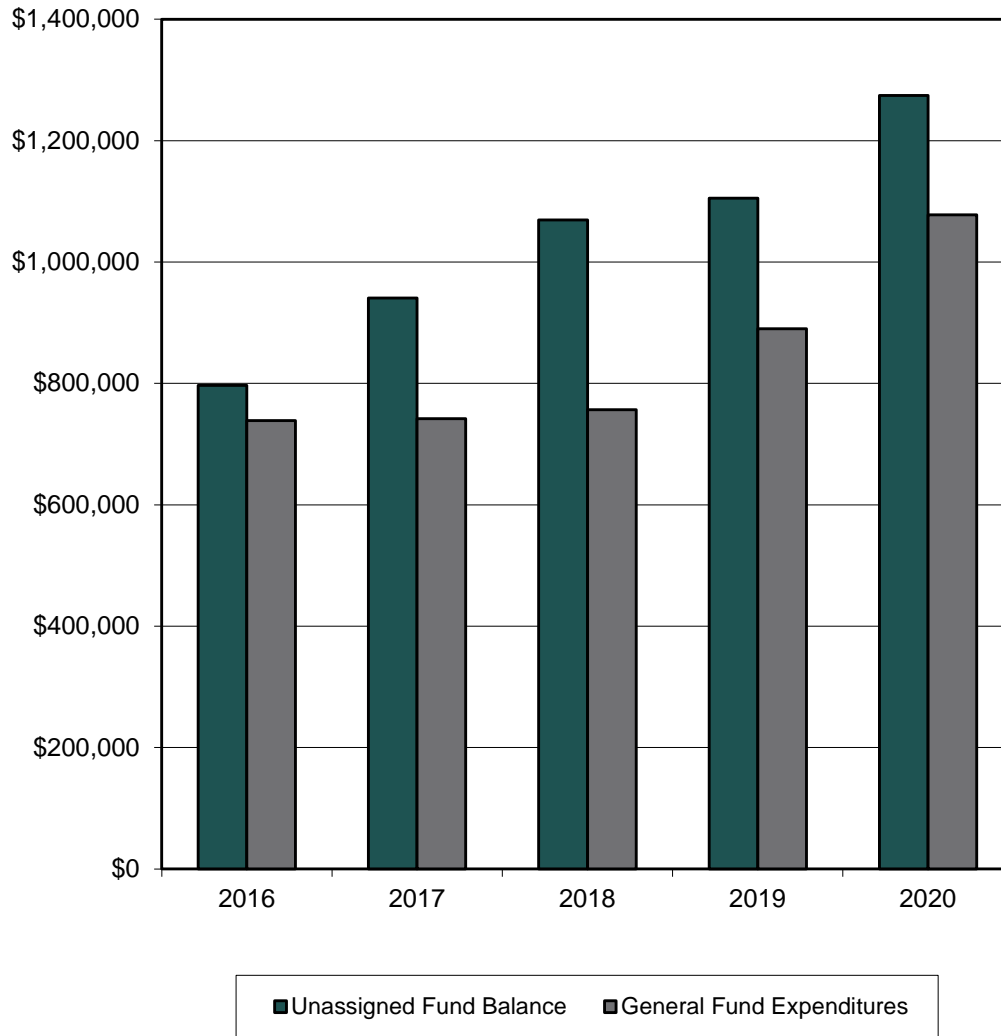
- Primarily salaries and related benefits, insurance, supplies and utilities
- Totaled \$70,212 in 2020 and \$85,523 in 2019 – a decrease of 18% due primarily to less expenditures in 2020 for repairs and maintenance supplies and agreements versus 2019

GOVERNMENTAL FUND EXPENDITURES



General Fund Reserves

GENERAL FUND - RESERVES



- Unassigned General Fund balance as a % of General Fund expenditures
 - 2020 118%
 - 2019 124%
 - 2018 141%
 - 2017 125%
 - 2016 108%
- State Auditor recommendation is 35 to 50% in unassigned fund balance

PURPOSES AND BENEFITS OF RESERVES

Purpose of Reserves

- Cash flow timing differences
- Intergovernmental revenue cutbacks
- Capital outlay replacement
- Emergency or unanticipated expenditures
- Special City Council projects
- Unfunded mandates

Benefits of Reserves

- Favorable bond rating
- Higher investment earnings
- Provides resources for minor projects or feasibility reports
- Avoids temporary overdrafts prior to major receipts
- Allows time to study effects of revenue cuts
- Avoids overburdening of annual budgets for certain capital outlay
- Provides the City greater options to deal with unexpected events

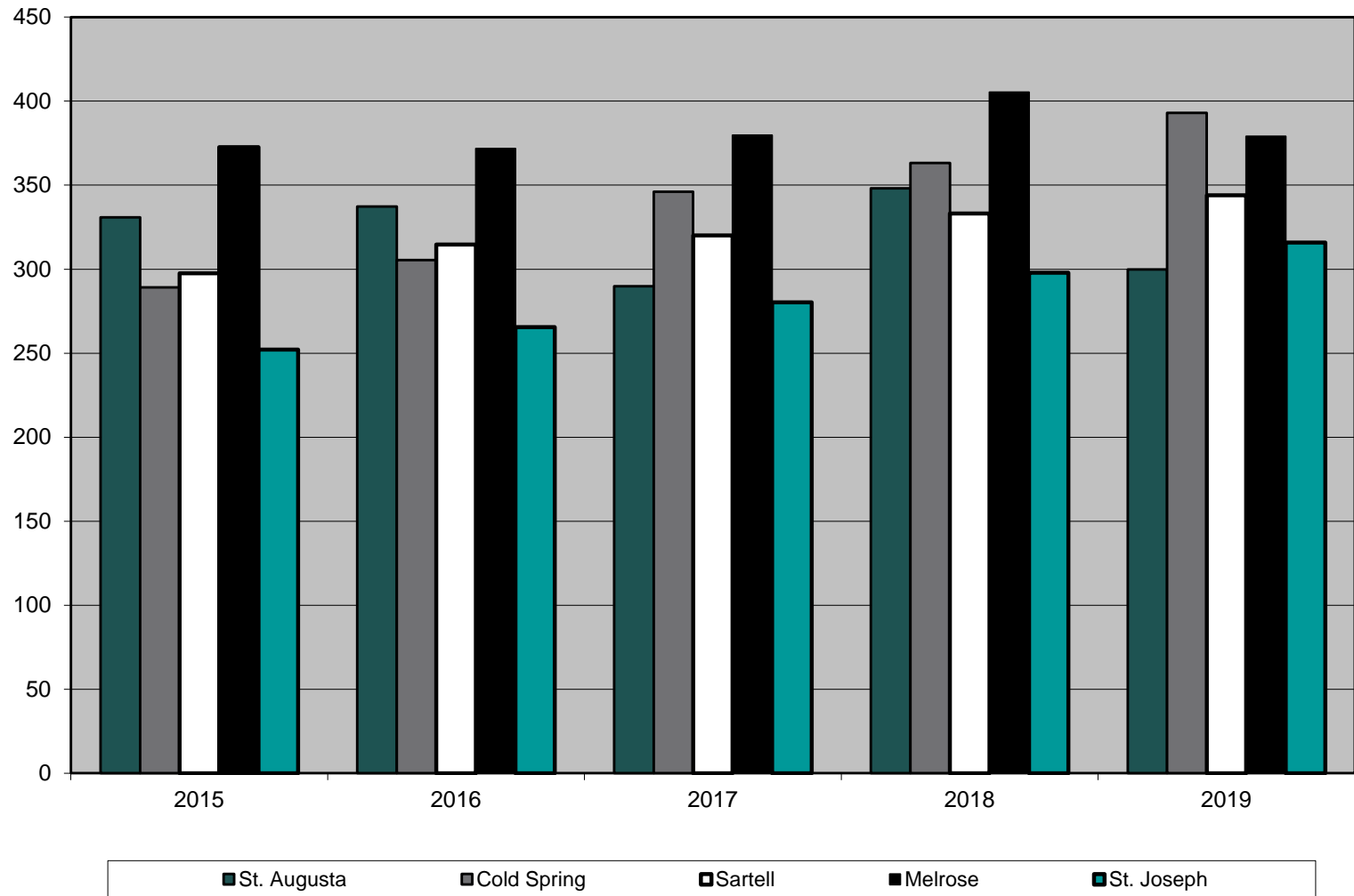
City Financial Data Comparison



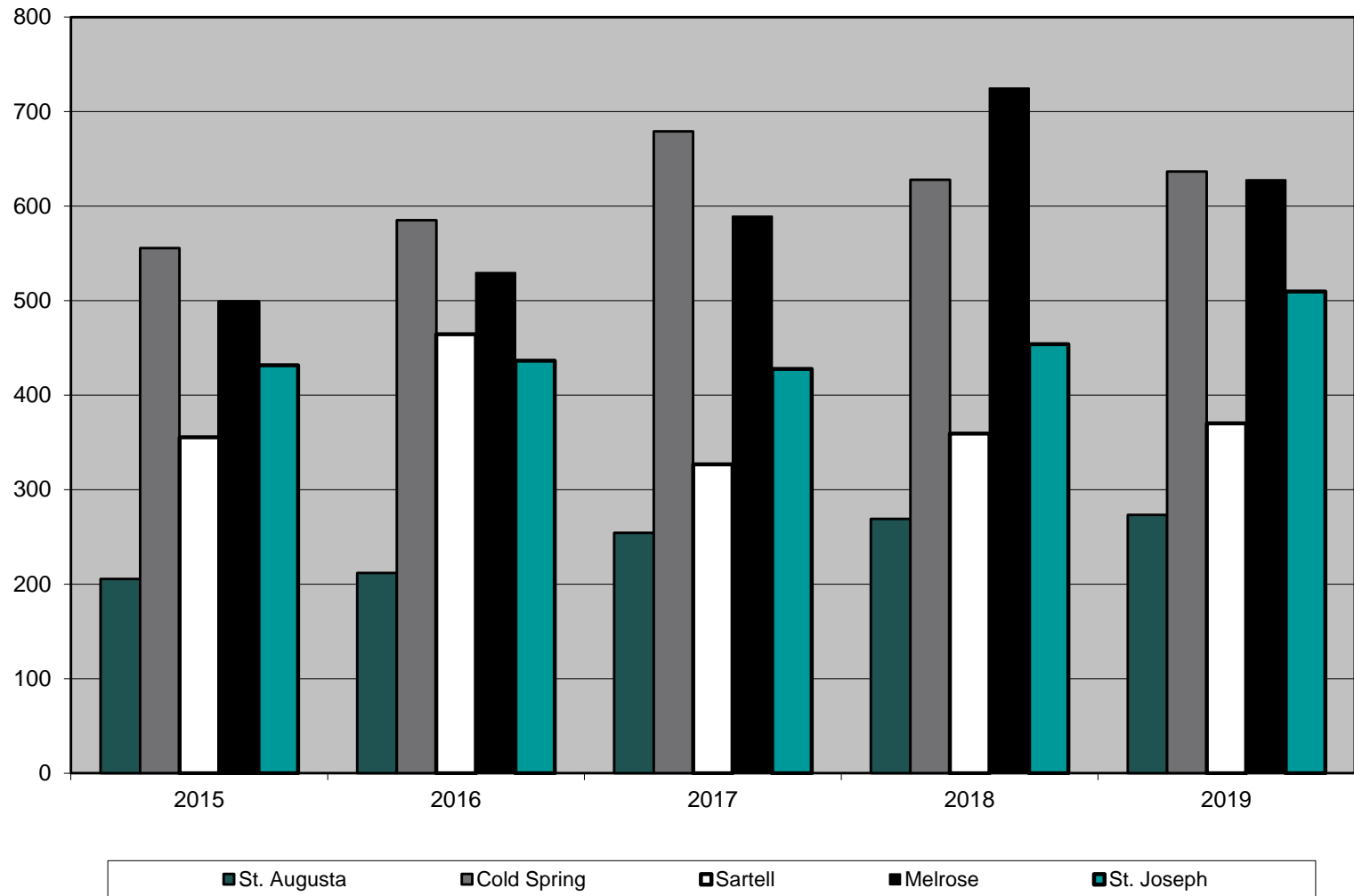
CITY FINANCIAL DATA COMPARISON

- City financial data comparative information taken from city reporting forms submitted to the Office of the State Auditor
 - Most recent information available is for 2019
- Compared property tax revenue and current expenditures per capita for St. Augusta to four other area cities: Cold Spring, Sartell, Melrose and St. Joseph
 - Current expenditures include General Government, Public Safety, Public Works, Parks and Recreation
- St. Augusta ranked 226th out of 226 cities with populations of 2,500 or more for current expenditures per capita in 2019
 - Ranked 232nd out of 233 cities in 2018, 229th out of 229 cities in 2017 and 2016, and 230th out of 230 cities in 2015

PROPERTY TAX REVENUE (PER CAPITA)

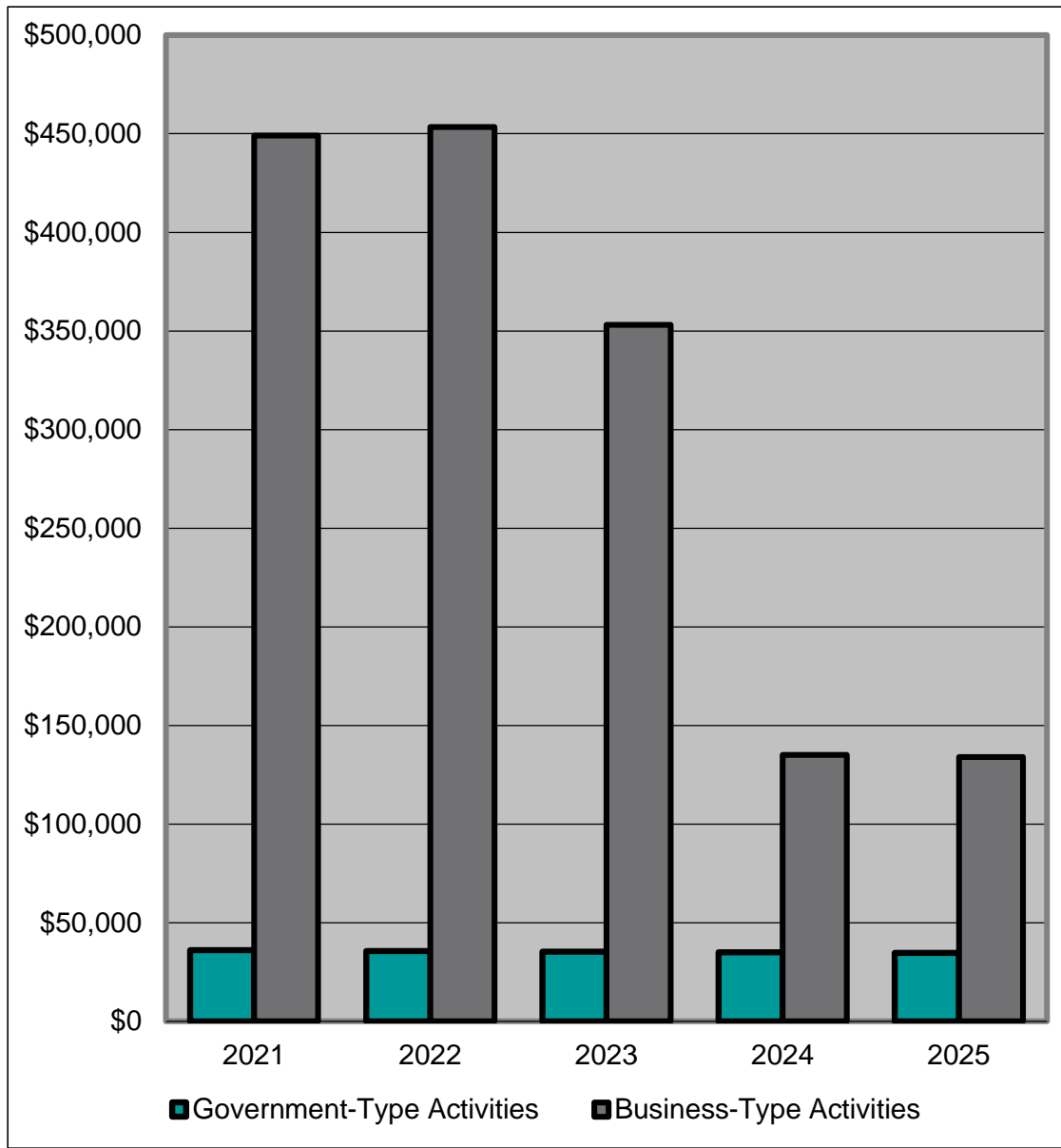


TOTAL CURRENT EXPENDITURES (PER CAPITA)



Debt Service

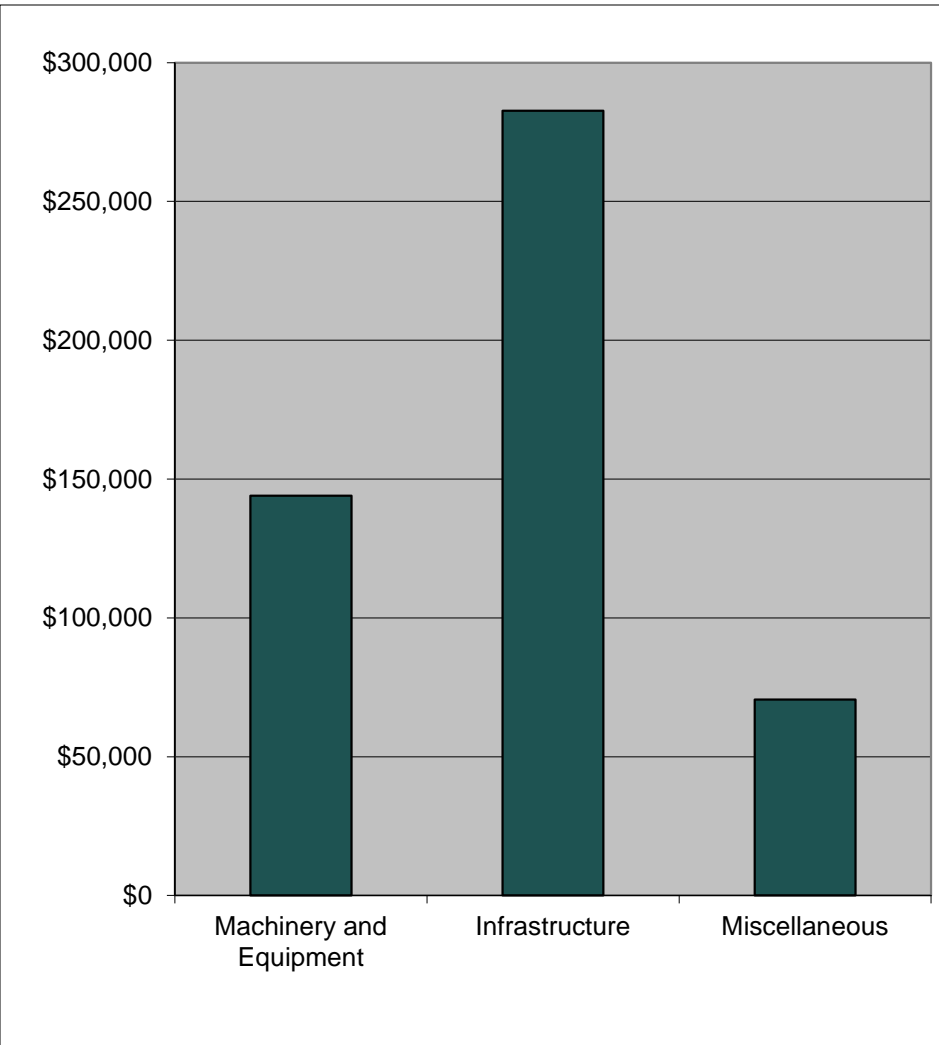
5-YEAR DEBT SERVICE REQUIREMENTS



- All debt payments are being paid on a timely basis
- Includes principal and interest

Capital Projects

CAPITAL OUTLAY EXPENDITURES

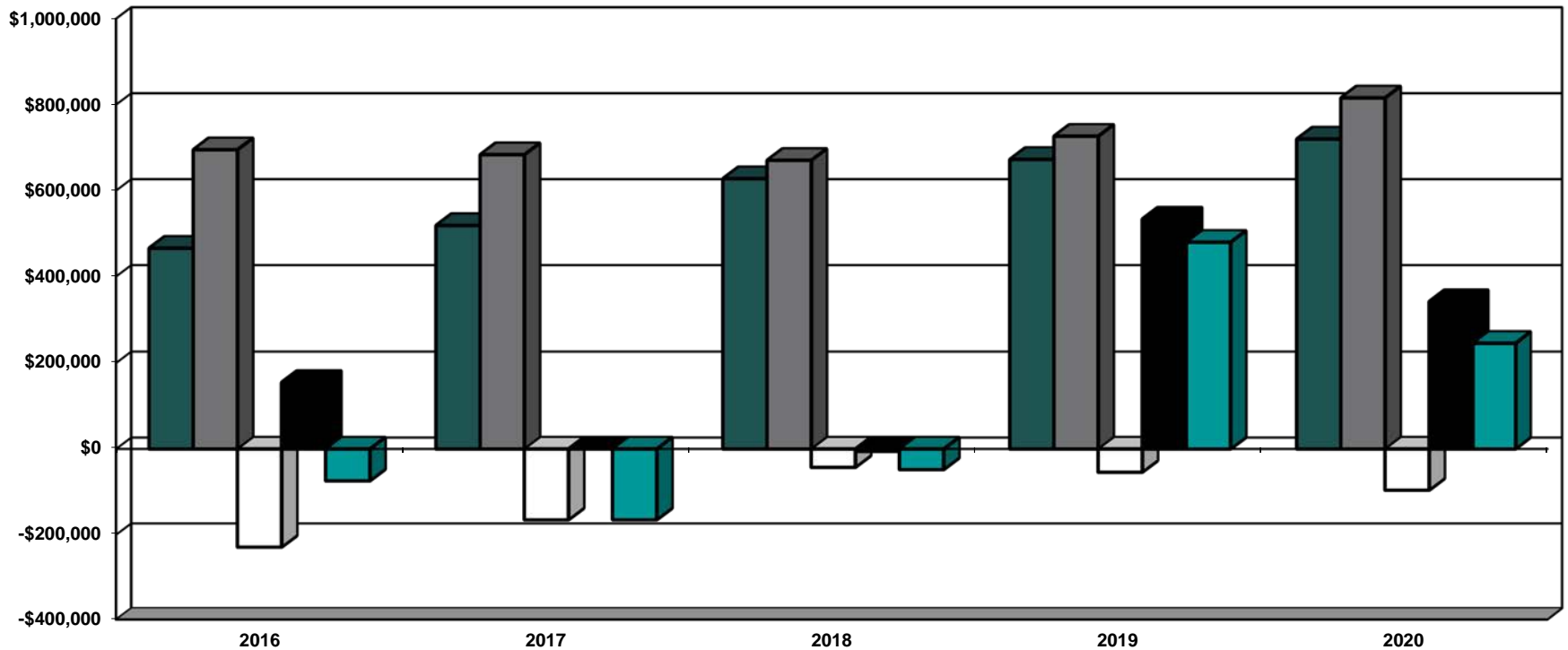


- Major capital outlay expenditures in 2020 were for:
 - 2020 street project
 - Plow truck (down payment)
 - Turn out gear
 - Fire Hall tables and chairs
- Major capital outlay expenditures in 2019 were for:
 - 2019 street project
 - Fire truck pumper
 - Rescue rig
 - Skid steer
 - Extraction equipment

Enterprise Funds

Operational Trends

ENTERPRISE FUNDS



■ Revenues

■ Expenses

□ Net Loss (Before Transfers)

■ Transfers to/from Other Funds

■ Net Income (Loss)

ENTERPRISE FUNDS (CONTINUED)

- Water, sewer, street light and storm water utility services supported by ratepayers
- Population and commercial industrial growth has been growing again in the past five years, resulting in relatively increasing operating revenues, operating expenses, other income and other expense
- Revenues include charges for services, special assessment income, investment earnings and grant revenue
- Expenses include cost of services, personnel, depreciation, materials and supplies, investment losses and interest expense

SUMMARY

- **Unmodified audit opinion**
- **One Minnesota Legal Compliance exception in 2020**
- **Unassigned general fund balance of \$1,274,638 (118% of 2020 expenditures)**
- **Bonds and notes outstanding of \$2,714,729 at 12/31/20**



3315 Roosevelt Road
Suite 300
St. Cloud, MN 56301
P: 320.281.5493



April 19, 2021

City of St. Augusta
Bill McCabe, City Administrator
1914 250th Street
St. Augusta, MN 56301

RE: Kiffmeyer Trust Property
PID 81.43152.0535
Moore Project No. 21008.317

Dear Mr. McCabe,

At the City council meeting held on March 2, 2021, Moore Engineering, Inc. was requested to review parcel 81.43152.0535, located on the west side of C.S.A.H 7, owned by the Richard & Joan Kiffmeyer Rev Trust. The review was in relation in lieu of sanitary sewer fees that were established as part of the South Trunk Utilities Project that was designed in 2003.

The Kiffmeyer parcel in question is approximately 20 acres and consists of mostly wooded and seasonally flooded wetland areas with Johnson Creek winding through the property. There are wetlands identified on the wetland inventory map, and a wetland delineation would need to be performed to determine the exact extents of the wetlands. However, it is safe to assume that there are only 3-4 acres of this parcel that would be considered developable due to wetlands, steep slopes, buffers and setbacks.

The South Trunk Utilities project included the installation of a lift station, sanitary sewer, sanitary force main and water main, and was constructed from approximately 238th St south to 23rd Avenue along C.S.A.H 7. In the area of the Kiffmeyer parcel there is a 12" water main installed on the west side of C.S.A.H 7 and a 10" sanitary sewer forcemain along the east side of C.S.A.H 7. There was no access provided to the sanitary sewer system for the Kiffmeyer parcel. The options for the Kiffmeyer property to connect to this system are quite costly and would involve one of the following options:

1. A lift station or individual grinder pumps would need to be installed to service the Kiffmeyer property and then pumped north to the manhole located on the west side of C.S.A.H 7 just north of 238th Street on the Schill Trust property.
2. A gravity system could be installed along the west side of C.S.A.H 7 and go south and then bored across the highway and connect to the system near the lift station.

Both of these options would not be considered financially feasible for the small developable area that is currently available for this parcel. It is our opinion that it is more likely that this parcel would be developed with unsewered lots.

Please feel free to contact us at 320.281.5493 with any questions.

Sincerely,

Jeremy Boots, PE
Project Manager

Bill McCabe

From: Nick Anderson <Nick.Anderson@mooreengineeringinc.com>
Sent: Monday, April 12, 2021 4:59 PM
To: Bill McCabe
Cc: Jeremy Boots
Subject: Eagles Landing Speed Study
Attachments: Eagles Landing Speed Study_Final_20210412.pdf

Bill,

Attached is a letter of recommendation for the 215th St. – Eagles Landing Speed Study.

Last Friday I did talk with the MnDOT District 3 traffic engineer about the data set and other aspects of this study. He stressed being consistent in practice when it comes to changing statutory speed zone limits, especially in rural (no curb and gutter and no sidewalk) residential areas. Seems those are the areas that get most of the public complaints and it can be tricky to be consistent. One thing he pointed out was that it doesn't make good sense to lower a speed limit too far because the majority will not adhere to it. The majority of people tend to drive at comfortable speeds for the roadway section they are on, that is the idea behind finding the 85th percentile speed.

Let me know if you have any questions.

Nick Anderson, PE

Senior Transportation Engineer

moore engineering, inc.

Phone 320.281.5493 | Fax 320.281.5494

Cell 320.815.4389

3315 Roosevelt Road, Suite 300, St. Cloud, MN 56301

Nick.Anderson@mooreengineeringinc.com | mooreengineeringinc.com



3315 Roosevelt Road
Suite 300
St. Cloud, MN 56301
P: 320.281.5493



April 12, 2021

Bill McCabe
City Administrator
City of St. Augusta
1914 250th Street
St. Augusta, MN 56301

RE: 215th Street near Eagles Landing Speed Study

Dear Mr. McCabe,

Moore Engineering has completed an analysis of the speed data provided by the Stearns County Sheriff's Office for 215th Street near Eagles Landing. The data provided was collected over 14 days, from 6/24/20 to 6/30/2020 and from 7/6/2020 to 7/12/2020 and showed average speed and peak speed for each half hour of the collection period. Therefore, peak speed each half hour was used in this analysis.

The speed limit posted as a result of a study should be based primarily on the 85th percentile speed. The 85th percentile speed is a main factor used by Transportation Engineers in establishment of speed zones. Visibility, roadway geometrics, and terrain are other factors. The 85th percentile speed is a value that is used by most states and cities for establishing regulatory speed zones. The theory behind use of the 85th percentile speed is based upon the idea that the large majority of drivers are: 1) are reasonable and prudent; 2) do not want to crash; and 3) desire to reach their destination in the shortest time possible. A speed at which 85% of the drivers travel at any given location under good driving and visibility conditions may be considered as the safe speed for that location. Minnesota Traffic Engineers typically recommend the speed limit be set within 5 mph of the safe speed determined by the speed study.

Based upon the speed data provided for this location, the 85th percentile speed is 42 MPH. The statutory speed limit is 55 MPH at this location, pre-speed study. Post speed study the recommendation is to post this area, if changed, at 45 MPH and is based upon the 85th percentile speed determined from data set provided.

Minnesota Statute 169.14 Subd. 5h – SPEED LIMITS ON CITY STREETS allows a city in Minnesota to set speed limits without conducting a traffic investigation however the city is

required to develop procedures for setting speed limits based upon safety, engineering, and traffic analysis. And a city must be consistent with their methods used in analysis of speed zones.

In order to legally change the speed limit, the city must erect new regulatory speed limit signs in the area of the changed speed limit. If you have any questions, please do not hesitate to contact me.

Sincerely,

Moore Engineering, Inc.



Nick Anderson, PE
Senior Transportation Engineer

Enclosure: 1) Mn statute 169.14
 2) Spread sheet showing data breakdown

St. AUGUSTA -215th SPEED STUDY SPEED DATA BREAKDOWN

MPH	SPEED DATA BREAKDOWN																			CUMULATIVE TOTAL VEHICLES		
	6/24/2020 # Vehicles	6/25/2020 # Vehicles	6/26/2020 # Vehicles	6/27/2020 # Vehicles	6/28/2020 # Vehicles	6/29/2020 # Vehicles	6/30/2020 # Vehicles	7/1/2020 # Vehicles	7/2/2020 # Vehicles	7/3/2020 # Vehicles	7/4/2020 # Vehicles	7/5/2020 # Vehicles	7/6/2020 # Vehicles	7/7/2020 # Vehicles	7/8/2020 # Vehicles	7/9/2020 # Vehicles	7/10/2020 # Vehicles	7/11/2020 # Vehicles	7/12/2020 # Vehicles			
56																				1	363	308.55 309th Vehicle represents 85th Percentile Speed
55																				0	362	
54	1																			1	362	
53	1																			1	361	
52							1										1			2	360	
51						1											1			1	358	
50																1				1	357	
49	1					1														1	356	
48						1	2													2	355	
47	1	1				1	1									1				6	353	
46							1									1				2	347	
45	1	1	2			1	1								3	1				10	345	
44		1				1							1							3	335	
43	1					1	1										1			8	332	
42	3	1	1	1	1	1	1	1	2	2	4	3	1	1	1	1	1	1	1	21	324	42 MPH is 85th Percentile Speed
41	1	2	1		1	1	4	2	2	4		3	3	3						28	303	
40	2		1		1	1	1	3	2	2	2	2	3	2				2		20	275	
39	2		3		1	1			2	3	2	2	3	3						21	255	
38		2			1	2	1	2	6	1	4	4	4	4				2	3	29	234	
37	2		2		1	1	3	2	2	4	4	3	5	5				2	1	35	205	
36	2	3			2	1	2	1	2	1	1	3	5	5				4		26	170	
35	1		2		1	1	2		1	2	2	1	1	3				2	2	20	144	
34	1	4	3		1	1			2	2	1	1	1	2				2	1	20	124	
33	1	4	2		1	1	2	2	1	1	1			2				1	3	17	104	
32		2	1	4	2	1	1	1	5	3	1	3	3	1				4	2	30	87	
31	2	1	2	2	2	2	1	1	1	1		2	2	2						15	57	
30		1		2		2	2		1			1	3					1	4	16	42	
29			2						1			1	1							6	26	
28						2	1		1	1	1	1	2	1				1	1	11	20	
27			2														2			4	9	
26																				3	5	
25																				2	2	

Recommendation: Post at 45 MPH

169.14 SPEED LIMITS, ZONES; RADAR.

Subdivision 1. **Duty to drive with due care.** No person shall drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions. Every driver is responsible for becoming and remaining aware of the actual and potential hazards then existing on the highway and must use due care in operating a vehicle. In every event speed shall be so restricted as may be necessary to avoid colliding with any person, vehicle or other conveyance on or entering the highway in compliance with legal requirements and the duty of all persons to use due care.

Subd. 1a. **License revocation for extreme speed.** The driver's license of a person who violates any speed limit established in this section, by driving in excess of 100 miles per hour, is revoked for six months under section 171.17, or for a longer minimum period of time applicable under section 169A.53, 169A.54, or 171.174.

Subd. 2. **Speed limits.** (a) Where no special hazard exists the following speeds shall be lawful, but any speeds in excess of such limits shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful; except that the speed limit within any municipality shall be a maximum limit and any speed in excess thereof shall be unlawful:

- (1) 30 miles per hour in an urban district;
- (2) 65 miles per hour on noninterstate expressways, as defined in section 160.02, subdivision 18b, and noninterstate freeways, as defined in section 160.02, subdivision 19;
- (3) 55 miles per hour in locations other than those specified in this section;
- (4) 70 miles per hour on interstate highways outside the limits of any urbanized area with a population of greater than 50,000 as defined by order of the commissioner of transportation;
- (5) 65 miles per hour on interstate highways inside the limits of any urbanized area with a population of greater than 50,000 as defined by order of the commissioner of transportation;
- (6) ten miles per hour in alleys;
- (7) 25 miles per hour in residential roadways if adopted by the road authority having jurisdiction over the residential roadway; and
- (8) 35 miles per hour in a rural residential district if adopted by the road authority having jurisdiction over the rural residential district.

(b) A speed limit adopted under paragraph (a), clause (7), is not effective unless the road authority has erected signs designating the speed limit and indicating the beginning and end of the residential roadway on which the speed limit applies.

(c) A speed limit adopted under paragraph (a), clause (8), is not effective unless the road authority has erected signs designating the speed limit and indicating the beginning and end of the rural residential district for the roadway on which the speed limit applies.

(d) Notwithstanding section 609.0331 or 609.101 or other law to the contrary, a person who violates a speed limit established in this subdivision, or a speed limit designated on an appropriate sign under subdivision 4, 5, 5b, 5c, or 5e, by driving 20 miles per hour or more in excess of the applicable speed limit, is assessed an additional surcharge equal to the amount of the fine imposed for the speed violation, but not less than \$25.

Subd. 2a. **Increased speed limit when passing.** Notwithstanding subdivision 2, the speed limit is increased by ten miles per hour over the posted speed limit when the driver:

- (1) is on a two-lane highway having one lane for each direction of travel;
- (2) is on a highway with a posted speed limit that is equal to or higher than 55 miles per hour;
- (3) is overtaking and passing another vehicle proceeding in the same direction of travel; and
- (4) meets the requirements in section 169.18.

Subd. 3. **Reduced speed required.** (a) The driver of any vehicle shall, consistent with the requirements, drive at an appropriate reduced speed when approaching or passing an authorized emergency vehicle stopped with emergency lights flashing on any street or highway, when approaching and crossing an intersection or railway grade crossing, when approaching and going around a curve, when approaching a hill crest, when traveling upon any narrow or winding roadway, and when special hazards exist with respect to pedestrians or other traffic or by reason of weather or highway conditions.

(b) A person who fails to reduce speed appropriately when approaching or passing an authorized emergency vehicle stopped with emergency lights flashing on a street or highway shall be assessed an additional surcharge equal to the amount of the fine imposed for the speed violation, but not less than \$25.

Subd. 4. **Establishment of zones by commissioner.** On determining upon the basis of an engineering and traffic investigation that any speed set forth in this section is greater or less than is reasonable or safe under the conditions found to exist on any trunk highway or upon any part thereof, the commissioner may erect appropriate signs designating a reasonable and safe speed limit thereat, which speed limit shall be effective when such signs are erected. Any speeds in excess of such limits shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful; except that any speed limit within any municipality shall be a maximum limit and any speed in excess thereof shall be unlawful. On determining upon that basis that a part of the trunk highway system outside a municipality should be a zone of maximum speed limit, the commissioner may establish that part as such a zone by erecting appropriate signs showing the beginning and end of the zone, designating a reasonable and safe speed therefor, which may be different than the speed set forth in this section, and that it is a zone of maximum speed limit. The speed so designated by the commissioner within any such zone shall be a maximum speed limit, and speed in excess of such limit shall be unlawful. The commissioner may in the same manner from time to time alter the boundary of such a zone and the speed limit therein or eliminate such zone.

Subd. 4a. [Repealed, 1997 c 143 s 20]

Subd. 5. **Zoning within local area.** When local authorities believe that the existing speed limit upon any street or highway, or part thereof, within their respective jurisdictions and not a part of the trunk highway system is greater or less than is reasonable or safe under existing conditions, they may request the commissioner to authorize, upon the basis of an engineering and traffic investigation, the erection of appropriate signs designating what speed is reasonable and safe, and the commissioner may authorize the erection of appropriate signs designating a reasonable and safe speed limit thereat, which speed limit shall be effective when such signs are erected. Any speeds in excess of these speed limits shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful; except that any speed limit within any municipality shall be a maximum limit and any speed in excess thereof shall be unlawful. Alteration of speed limits on streets and highways shall be made only upon authority of the commissioner except as provided by law.

Subd. 5a. **Speed zoning in school zone; surcharge.** (a) Local authorities may establish a school speed limit within a school zone of a public or nonpublic school upon the basis of an engineering and traffic investigation as prescribed by the commissioner of transportation. The establishment of a school speed limit on any trunk highway shall be with the consent of the commissioner of transportation. Such school speed limits shall be in effect when children are present, going to or leaving school during opening or closing hours or during school recess periods. The school speed limit shall not be lower than 15 miles per hour and shall not be more than 30 miles per hour below the established speed limit on an affected street or highway.

(b) The school speed limit shall be effective upon the erection of appropriate signs designating the speed and indicating the beginning and end of the reduced speed zone. Any speed in excess of such posted school speed limit is unlawful. All such signs shall be erected by the local authorities on those streets and highways under their respective jurisdictions and by the commissioner of transportation on trunk highways.

(c) For the purpose of this subdivision, "school zone" means that section of a street or highway which abuts the grounds of a school where children have access to the street or highway from the school property or where an established school crossing is located provided the school advance sign prescribed by the Manual on Uniform Traffic Control Devices adopted by the commissioner of transportation pursuant to section 169.06 is in place. All signs erected by local authorities to designate speed limits in school zones shall conform to the Manual on Uniform Traffic Control Devices.

(d) Notwithstanding section 609.0331 or 609.101 or other law to the contrary, a person who violates a speed limit established under this subdivision is assessed an additional surcharge equal to the amount of the fine imposed for the violation, but not less than \$25.

Subd. 5b. **Segment in urban district.** When any segment of at least a quarter-mile in distance of any city street, municipal state-aid street, or town road on which a speed limit in excess of 30 miles per hour has been established pursuant to an engineering and traffic investigation by the commissioner meets the definition of "urban district" as defined in section 169.011, subdivision 90, the governing body of the city or town may by resolution declare the segment to be an urban district and may establish on the segment the speed limit for urban districts prescribed in subdivision 2. The speed limit so established shall be effective upon the erection of appropriate signs designating the speed and indicating the beginning and end of the segment on which the speed limit is established, and any speed in excess of such posted limits shall be unlawful. A copy of the resolution shall be transmitted to the commissioner at least ten days prior to the erection of the signs.

Subd. 5c. **Speed zoning in alleyway.** Local authorities may regulate speed limits for alleyways as defined in section 169.011 based on their own engineering and traffic investigations. Alleyway speed limits established at other than ten miles per hour shall be effective when proper signs are posted.

Subd. 5d. **Speed limit in work zone when workers present.** (a) Notwithstanding subdivision 2 and subject to subdivision 3, the speed limit on a road having an established speed limit of 50 miles per hour or greater is adjusted to 45 miles per hour in a work zone when (1) at least one lane or portion of a lane of traffic is closed in either direction, and (2) workers are present. A speed in excess of the adjusted speed limit is unlawful.

(b) Paragraph (a) does not apply to a segment of road in which:

- (1) positive barriers are placed between workers and the traveled portion of the highway;
- (2) the work zone is in place for less than 24 hours;

(3) a different speed limit for the work zone is determined by the road authority following an engineering and traffic investigation and based on accepted engineering practice; or

(4) a different speed limit for the work zone is established by the road authority under paragraph (c).

(c) The commissioner, on trunk highways and temporary trunk highways, and local authorities, on streets and highways under their jurisdiction, may authorize the use of reduced maximum speed limits in work zones when workers are present, without an engineering and traffic investigation required. The work zone speed limit must not reduce the speed limit on the affected street or highway by more than:

(1) 20 miles per hour on a street or highway having an established speed limit of 55 miles per hour or greater; and

(2) 15 miles per hour on a street or highway having an established speed limit of 50 miles per hour or less.

(d) A work zone speed limit under paragraph (c) is effective on erection of appropriate regulatory speed limit signs. The signs must be removed or covered when they are not required. A speed in excess of the posted work zone speed limit is unlawful.

(e) For any speed limit under this subdivision, a road authority shall erect signs identifying the speed limit and indicating the beginning and end of the speed limit zone.

Subd. 5e. Speed limit on park road. The political subdivision with authority over a park may establish a speed limit on a road located within the park. A speed limit established under this subdivision on a trunk highway is effective only with the commissioner's approval. A speed limit established under this subdivision must be based on an engineering and traffic investigation prescribed by the commissioner of transportation and must not be lower than 20 miles per hour, and no speed limit established under this subdivision may reduce existing speed limits by more than 15 miles per hour. A speed limit established under this subdivision is effective on the erection of appropriate signs designating the speed limit and indicating the beginning and end of the reduced speed zone. Any speed in excess of the posted speed is unlawful.

Subd. 5f. Speed limits on certain rural residential districts. (a) A rural residential district existing and lawfully signed before August 1, 2009, continues to qualify as a rural residential district.

(b) A rural residential district existing and lawfully signed before August 1, 2009, is subject to the speed limit signed before August 1, 2009.

[See Note.]

Subd. 5g. St. Louis County Road 128. Notwithstanding any provision to the contrary in this section, the speed limit on St. Louis County Road 128 in Eagles Nest Township between marked Trunk Highway 169 and County Road 989 is 40 miles per hour. The county engineer must erect appropriate signs displaying the 40 miles per hour speed limit.

Subd. 5h. Speed limits on city streets. A city may establish speed limits for city streets under the city's jurisdiction other than the limits provided in subdivision 2 without conducting an engineering and traffic investigation. This subdivision does not apply to town roads, county highways, or trunk highways in the city. A city that establishes speed limits pursuant to this section must implement speed limit changes in a consistent and understandable manner. The city must erect appropriate signs to display the speed limit. A city that uses the authority under this subdivision must develop procedures to set speed limits based on the city's safety, engineering, and traffic analysis. At a minimum, the safety, engineering, and traffic analysis must consider national urban speed limit guidance and studies, local traffic crashes, and methods to effectively communicate the change to the public.

Subd. 6. [Repealed, Ex1971 c 27 s 49]

Subd. 6a. **Work zone speed limit violations.** A person convicted of operating a motor vehicle in violation of a speed limit in a work zone, or any other provision of this section while in a work zone, shall be required to pay a fine of \$300. This fine is in addition to the surcharge under section 357.021, subdivision 6.

Subd. 7. **Burden of proof.** The provisions of this chapter declaring speed limitation shall not be construed to relieve the plaintiff in any civil action from the burden of proving negligence on the part of the defendant as the proximate cause of an accident.

Subd. 8. **Minimum speeds.** On determining upon the basis of an engineering and traffic investigation that a speed at least as great as, or in excess of, a specified and determined minimum is necessary to the reasonable and safe use of any trunk highway or portion thereof, the commissioner may erect appropriate signs specifying the minimum speed on such highway or portion thereof. The minimum speed shall be effective when such signs are erected. Any speeds less than the posted minimum speeds shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful.

Subd. 9. **Standards of evidence.** In any prosecution in which the rate of speed of a motor vehicle is relevant, evidence of the speed of a motor vehicle as indicated on the speedometer thereof shall be admissible on a showing that a vehicle is regularly used in traffic law enforcement and that the speedometer thereon is regularly and routinely tested for accuracy and a record of the results of said tests kept on file by the agency having control of said vehicle. Evidence as to the speed indicated on said speedometer shall be prima facie evidence that the said vehicle was, at the time said reading was observed, traveling at the rate of speed so indicated; subject to correction by the amount of error, if any, shown to exist by the test made closest in time to the time of said reading.

Records of speedometer tests kept in the regular course of operations of any law enforcement agency shall be admissible without further foundation, as to the results of said tests. Such records shall be available to the defendant upon demand. Nothing herein shall be construed to preclude or interfere with the cross examination or impeachment of evidence of rate of speed as indicated by speedometer readings, pursuant to the Rules of Evidence.

Subd. 10. **Radar; speed-measuring device; standards of evidence.** (a) In any prosecution in which the rate of speed of a motor vehicle is relevant, evidence of the speed as indicated on radar or other speed-measuring device is admissible in evidence, subject to the following conditions:

- (1) the officer operating the device has sufficient training to properly operate the equipment;
- (2) the officer testifies as to the manner in which the device was set up and operated;
- (3) the device was operated with minimal distortion or interference from outside sources; and
- (4) the device was tested by an accurate and reliable external mechanism, method, or system at the time it was set up.

(b) Records of tests made of such devices and kept in the regular course of operations of any law enforcement agency are admissible in evidence without further foundation as to the results of the tests. The records shall be available to a defendant upon demand. Nothing in this subdivision shall be construed to preclude or interfere with cross examination or impeachment of evidence of the rate of speed as indicated on the radar or speed-measuring device.

Subd. 11. **Handheld traffic radar.** (a) Law enforcement agencies that use handheld radar units shall establish operating procedures to reduce the operator's exposure to microwave radiation.

(b) The procedures, at a minimum, must require:

- (1) that the operator turn the unit off when it is not in use;
- (2) if the unit has a standby mode, that the operator use this mode except when measuring a vehicle's speed;
- (3) that the operator not allow the antenna to rest against the operator's body while it is in operation; and
- (4) that the operator always point the antenna unit away from the operator and any other person in very close proximity to the unit.

Subd. 12. **Radar jammer.** For purposes of this section, "radar jammer" means any instrument, device, or equipment designed or intended for use with a vehicle or otherwise to jam or interfere in any manner with a speed-measuring device operated by a peace officer.

No person shall sell, offer for sale, use, or possess any radar jammer in this state.

History: (2720-178) 1937 c 464 s 28; 1939 c 430 s 6; 1947 c 428 s 12,13; 1955 c 802 s 1,2; 1957 c 580 s 1; 1963 c 843 s 1-4; 1969 c 623 s 1; 1975 c 53 s 1; 1975 c 363 s 1,2; 1976 c 166 s 7; 1979 c 60 s 1; 1980 c 498 s 4; 1984 c 417 s 24,25; 1986 c 444; 1987 c 319 s 1; 1991 c 298 art 4 s 9; 1993 c 26 s 1; 1993 c 61 s 1; 1994 c 635 art 1 s 12; 1994 c 640 s 1; 1994 c 645 s 1; 1995 c 118 s 1; 1995 c 265 art 2 s 18; 1996 c 455 art 1 s 5,6; 1997 c 143 s 9-11; 1997 c 159 art 2 s 20,21; 1999 c 44 s 1; 2001 c 213 s 9; 1Sp2003 c 19 art 2 s 27; 1Sp2005 c 6 art 3 s 41,42; 2008 c 287 art 1 s 45; 2009 c 56 s 4,5; 2009 c 165 s 1; 2010 c 356 s 1; 2014 c 312 art 11 s 7,8; 1Sp2017 c 3 art 3 s 48; 1Sp2019 c 3 art 3 s 34,35

NOTE: Subdivision 5f, paragraph (b), as added by Laws 2009, chapter 56, section 5, expires when the speed limit signs erected before August 1, 2009, are replaced. Laws 2009, chapter 56, section 5, the effective date.

**CITY OF ST. AUGUSTA
STEARNS COUNTY, MINNESOTA
RESOLUTION NO. 2021-04**

**RESOLUTION APPROVING A VARIANCE TO ALLOW THE CONSTRUCTION OF
AN ACCESSORY BUILDING WITHIN THE FRONT YARD, CLOSER THAN 150'
FROM THE RIGHT-OF-WAY ON THE PROPERTY
LOCATED AT 24904 COUNTY ROAD 75**

WHEREAS, Bryce Larson, (“Applicants”) submitted an application to the City of St. Augusta (“City”) for a Variance to allow the construction of a detached accessory building closer than 150’ from the front property line, on the property located at 24904 County Road 75 (PID 81.43151.0640) (“Property”):

WHEREAS, the City has processed said application as set out in the City’s Zoning Ordinance, including a public hearing, review and recommendation by the Planning Commission, and;

WHEREAS, the St. Augusta Planning Commission held a public hearing on the requested variance on April 5, 2021 during which it heard from the Applicant and the public regarding the application. The Planning Commission considered the application and took action to forward the application to the City Council with a recommendation that the application be granted

WHEREAS, the City Council, acting as the Board of Adjustments and Appeals, reviewed the Planning Commission’s recommendation at its meetings on April 6, 2021.

NOW THEREFORE BE IT RESOLVED, that the City Council, acting as the Board of Adjustments and Appeals, approves the Applicant’s variance request described in the first recital based on the following findings:

1. The Property is currently zoned A-1, General Agriculture District.
2. The Property satisfies the minimum lot size for the proposed use.
3. The Property is currently used as a residential lot which is allowable in the Agricultural Zoning district.
4. Private garages and off-street parking are permitted accessory uses within the A-1 Zoning District and are a reasonable use within the agricultural land use designation.
5. The proposed use of the property is compatible with present and future land uses of the area.
6. The proposed accessory building conforms to the performance standards contained within the Zoning Ordinance.
7. The Property has shape issues, and locating the accessory building in a location other than the proposed area will be practically difficult.
8. The variance sought is not based solely on economic reasons.

9. The proposed project will not have any impacts on utility and school capacities.
10. The proposed project will not be injurious to the use and enjoyment of other property in the immediate vicinity.
11. The requested variance is not a use variance.
12. The proposed project does not conflict with the City's Comprehensive Plan or the intent of the Zoning Code.

NOW THEREFORE, BE IT RESOLVED, that, based on the record of this matter, and the findings and determination contained herein, the City Council of the City of St. Augusta hereby approves and issues a variance to allow for the construction of an accessory building 35' from the front property line on the Property located at 24904 County Road 75.

1. All applicable licenses and permits from applicable agencies and jurisdictions must be obtained prior to construction of the accessory building.
2. The roof pitch orientation and slope, as well as the roof overhang depths and details, shall be the same or similar as the principal building.
3. The windows and exterior door proportion and types shall be the same or similar as the principal building.
4. The building materials and exterior color of the accessory structure shall be the same or similar as the principal building.
5. All fees shall be paid.

Adopted this 6th day of April, 2021

BY THE CITY COUNCIL

Michael G. Zenzen, Mayor

Attest: _____
William R. McCabe, Clerk/Administrator

Results of Tests for Pay Equity Compliance

Date: March 08, 2021

Jurisdiction: St. Augusta

ID#: 1998

1. Completeness and Accuracy Test

☒ Passed. Required information was submitted accurately and on time.

2. Alternative Analysis Test

☐ Passed. Jurisdiction had three or fewer male classes and there was no compensation disadvantage for at least 80% of female classes compared to male classes.

☒ Passed. Jurisdiction had four or five male classes, an underpayment ratio below 80%, but no compensation disadvantage for at least 80% of female classes compared to male classes. Jurisdictions in this category started in the statistical analysis but moved to the alternative analysis because of the combination of factors listed.

☐ Passed. Jurisdiction had at least six male classes, no classes with a salary range, an underpayment ratio below 80%, but no compensation disadvantage for at least 80% of female classes compared to male classes. Jurisdictions in this category started in the statistical analysis but moved to the alternative analysis because of the combination of factors listed.

3. Salary Range Test

☐ Passed. Too few classes had an established number of years to move through a salary range.

☒ Passed. Salary range test showed a score of 80% or more.

4. Exceptional Service Pay Test

☒ Passed. Too few classes received exceptional service pay.

☐ Passed. Exceptional service pay test showed a score of 80% or more.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: pay.equity@state.mn.us

March 08, 2021

Local Government Official
St. Augusta
1914 - 250th Street

St. Augusta, MN 56301

Dear Local Government Official:

Congratulations! I am very pleased to send you the attached notification of compliance with the Local Government Pay Equity Act. Since the law was passed in 1984, jurisdictions have worked diligently to meet compliance requirements and your work is to be commended.

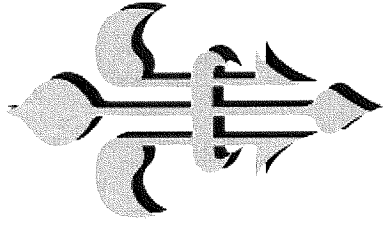
Minnesota Rules Chapter 3920 specifies the procedure and criteria for measuring compliance and your jurisdiction's results are attached. You may find a copy of our "Guide to Understanding Pay Equity Compliance" and other resources on our Local Government Pay Equity webpage at: <https://mn.gov/mmb/employee-relations/compensation/laws/local-gov/local-gov-pay-equity/>.

This notice and results of the compliance review are public information and must be supplied upon request to any interested party.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: pay.equity@state.mn.us

Again, congratulations on your achievement!

Sincerely,
Dominique Murray
Pay Equity Coordinator



Notice of Pay Equity Compliance

Presented to

St. Augusta

For successfully meeting the requirements of the Local Government Pay Equity Act M.S. 471.991 - 471.999 and Minnesota rules Chapter 3920. This notice is a result of an official review of your 2020 pay equity report by Minnesota Management & Budget.

Your cooperation in complying with the local government pay equity requirements is greatly appreciated.

March 08, 2021

Date

Myron Frans, Commissioner