

**AGENDA
BIG LAKE CITY COUNCIL MEETING
COUNCIL CHAMBERS**

**MARCH 11, 2020
6:00 p.m.**

- 1) CALL TO ORDER**
- 2) PLEDGE OF ALLEGIANCE**
- 3) ROLL CALL**
- 4) OPEN FORUM**
- 5) PROPOSED AGENDA**

6) CONSENT AGENDA

Items on the Consent Agenda page are reviewed in total by the City Council and may be approved through one motion. Any item may be removed by any Council Member, staff member or person from the public for separate consideration. When removing any item from the Consent Agenda, the item number and description of the item should be clearly stated.

7) BUSINESS

- 7A. Recognition – Employee Years of Service
- 7B. Donation – Fanberg Auction towards City Ice Rinks
- 7C. Donations towards the Big Lake Police Department
- 7D. Monthly Department Reports

8) ADMINISTRATOR’S REPORT

9) MAYOR & COUNCIL REPORTS AND COMMENTS/QUESTIONS

Sub-Committee Updates (Reports are given only if meeting date was after the last Council Meeting)
Council Member Hansen - CMRRPP
Council Member Knier
Mayor Wallen – BLEDA

10) OTHER

11) ADJOURN

Disclaimer: This agenda has been prepared to provide information regarding an upcoming meeting of the Big Lake City Council. This document does not claim to be complete and is subject to change.

**BIG LAKE CITY COUNCIL
CONSENT AGENDA
MARCH 11, 2020**

- 6A. Approve List of Claims
- 6B. Approve Council Workshop Minutes of February 26, 2020
- 6C. Approve Regular Council Meeting Minutes of February 26, 2020
- 6D. Approve Interfund Loan to Veterans and Other Memorial Special Revenue Fund
- 6E. Approve Parks Advisory Committee Bylaws Amendment
- 6F. Approve Parks Advisory Committee Status of Terms Revision
- 6G. Approve 2020 Recycle Day Event SCORE Grant Agreement and Participation Agreement
- 6H. Approve Appointment of Chief Building Official Patrick Moonen
- 6I. Approve Appointment of Full-Time Administrative Assistant Sandra Petrowski
- 6J. Approve Telecommuter Forward! Resolution of Support
- 6K. Approve Civic Systems, LLC Financial Software Contract
- 6L. Approve Police Department Surplus Equipment Donation to the Big Lake Fire Department
- 6M. Accept Resignation of Public Works Streets/Parks Operator II Kiel Golly and Authorize Staff to Fill the Vacancy



AGENDA ITEM

Big Lake City Council

Prepared By: Deb Wegeleben, Finance Director	Meeting Date: 3/11/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6A
Item Description: List of Claims	Reviewed By: Clay Wilfahrt, City Administrator		
	Reviewed By: (N/A)		

ACTION REQUESTED

Motion to Approve List of Claims paid dated 02/20/2020 through 03/04/2020 and Approve Payroll No. 4

BACKGROUND/DISCUSSION

Attached is the List of Claims paid through 03/04/2020. Please contact me with any questions or concerns.

Any elected official who contracts or submits an invoice to the City for payment of services is required to abstain from the vote of said payment, and execute an "Affidavit of City Official Interested in Claim" form prior to receiving payment pursuant to MN Statute 471.87:

471.87 PUBLIC OFFICERS, INTEREST IN CONTRACT; PENALTY.

Except as authorized in section [123B.195](#) or [471.88](#), a public officer who is authorized to take part in any manner in making any sale, lease, or contract in official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom. Every public officer who violates this provision is guilty of a gross misdemeanor.

471.88 EXCEPTIONS.

Subdivision 1. Coverage.

The governing body of any port authority, seaway port authority, economic development authority, watershed district, soil and water conservation district, town, school district, hospital district, county, or city, by unanimous vote, may contract for goods or services with an interested officer of the governmental unit in any of the following cases.

Subd. 5. Contract with no bids required.

A contract for which competitive bids are not required by law.

ATTACHMENTS

List of Claims



***Check Detail Register©**

Cks 2/20/2020 - 3/4/2020

		Check Amt	Invoice	Comment
1010 US BANK				
Paid Chk# 004618E 3/1/2020 DELTA DENTAL				
G 101-2182	Health-Dental-Life Ins Payable	\$2,703.35	CNS00004158	DELTA DENTAL PREM ACH ER - MARCH 2020
G 101-1158	Cobra Insurance Receivable	\$204.10	CNS00004158	DELTA DENTAL COBRA - MARCH 2020
E 101-300-75-05-4008	Insurance Benefits (er)	\$110.65	CNS00004158	DELTA DENTAL HANDELAND - MARCH 2020
G 101-2182	Health-Dental-Life Ins Payable	\$42.00	CNS00004158	DELTA DENTAL TERM EE NEED CREDIT
G 101-2182	Health-Dental-Life Ins Payable	\$221.30	CNS00004158	DENTAL NEW EE JAN FEB BILLED
Total DELTA DENTAL		\$3,281.40		
Paid Chk# 004620E 3/3/2020 PAYROLL TAXES - FED/FICA				
G 101-2173	FICA Tax Withholding Payable	\$70.40		FICA Payroll Taxes for Pay Period #2 COMMISSIONERS 2/28/2020
Total PAYROLL TAXES - FED/FICA		\$70.40		
Paid Chk# 004621E 2/24/2020 PAYROLL TAXES - FED/FICA				
G 101-2171	Federal Withholding Payable	\$50.00		Federal/FICA Payroll Taxes for Pay Period #3 CITY COUNCIL 03/02/2020
G 101-2173	FICA Tax Withholding Payable	\$321.30		Federal/FICA Payroll Taxes for Pay Period #3 CITY COUNCIL 03/02/2020
Total PAYROLL TAXES - FED/FICA		\$371.30		
Paid Chk# 004622E 2/24/2020 PAYROLL TAX - STATE				
G 101-2172	State Withholding Payable	\$50.00	ACH	State Payroll Taxes for Pay Period #3 CITY COUNCIL 03/02/2020
Total PAYROLL TAX - STATE		\$50.00		
Paid Chk# 004623E 2/25/2020 WORLDPAY-NCR				
G 501-2020	Accounts Payable	\$409.72		LIQUOR STORE CC PROCESSING FEE 1/16/20 - 2/15/20
Total WORLDPAY-NCR		\$409.72		
Paid Chk# 004624E 2/27/2020 COLONIAL LIFE				
G 101-2183	Other Pre-Tax Insurance Payabl	\$180.56	4377404-0205	COLONIAL LIFE DEDUCTIONS FOR FEBRUARY 2020
Total COLONIAL LIFE		\$180.56		
Paid Chk# 004625E 2/27/2020 PITNEY BOWES INC				
G 101-1551	Prepaid Postage	\$200.00		POSTAGE PURCHASE 2/27/2020
Total PITNEY BOWES INC		\$200.00		
Paid Chk# 082145 2/21/2020 BELL BOY CORPORATION-1				
E 501-000-00-27-4269	Freight - In	\$25.20		FRT
E 501-000-00-27-4262	Purchases - Liquor	\$1,442.17	0082891300	LIQUOR
E 501-000-00-25-4210	Operating Supplies	\$49.30	0100919800	SUPPLIES
E 501-000-00-27-4265	Purchases - Mix/Pop	\$20.19	0100919900	MIX
Total BELL BOY CORPORATION-1		\$1,536.86		
Paid Chk# 082146 2/21/2020 BIG LAKE COMMUNITY EDUCATION				
E 280-000-00-25-4220	Advertising	\$100.00		FARMERS MARKET AD SUMMER 2020
Total BIG LAKE COMMUNITY EDUCATION		\$100.00		
Paid Chk# 082147 2/21/2020 BIG LAKE HARDWARE				
E 401-000-00-25-4540	Repair/Maintenance Building	\$31.49		WASTEWATER BLDG MAINT
E 401-000-00-25-4545	Repair/Maintenance Equipm	\$67.05		WASTEWATER REPAIRS
E 101-200-50-25-4212	Other Operations Expenses	\$103.12		STREETS EXPENSE
E 101-200-50-25-4385	Shop Materials	\$17.17		SHOP MATERIALS
E 101-200-55-25-4413	Equipment/Accessories	\$15.29		PARKS EQUIP
E 101-200-55-25-4545	Repair/Maintenance Equipm	\$17.61		PARKS REPAIRS
E 101-300-75-25-4545	Repair/Maintenance Equipm	\$0.65		POLICE REPAIR
E 101-100-15-25-4545	Repair/Maintenance Equipm	\$6.99		CITY HALL REPAIRS



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Cks 2/20/2020 - 3/4/2020

		Check Amt	Invoice	Comment
E 101-100-15-25-4212	Other Operations Expenses	\$34.97		CITY HALL EXPENSE
E 101-100-15-25-4540	Repair/Maintenance Building	\$131.66		CITY HALL MAINT
E 501-000-00-25-4540	Repair/Maintenance Building	(\$38.97)		RETURN
E 101-100-15-25-4212	Other Operations Expenses	(\$29.98)		RETURN
E 101-200-50-25-4413	Equipment/Accessories	(\$76.48)		RETURN
Total BIG LAKE HARDWARE		\$280.57		
Paid Chk# 082148 2/21/2020 C&L DISTRIBUTING COMPANY				
E 501-000-00-27-4263	Purchases - Beer	\$10,721.80	961004006	BEER
E 501-000-00-27-4267	Purchases - Non Alcoholic B	\$21.40	961004006	NA BEER
E 501-000-00-27-4265	Purchases - Mix/Pop	\$244.00	961004006	MIX
E 501-000-00-27-4263	Purchases - Beer	\$378.60	961004008	BEER
E 501-000-00-27-4263	Purchases - Beer	(\$26.70)	968000947	CREDIT
E 501-000-00-27-4274	Bottle/Keg Purchases - non t	(\$30.00)	968000948	KEG RETURN
Total C&L DISTRIBUTING COMPANY		\$11,309.10		
Paid Chk# 082149 2/21/2020 CHARTER COMMUNICATIONS				
E 101-100-15-25-4230	Telephone/Internet	\$324.96	020368502142	CITY HALL INTERNET
Total CHARTER COMMUNICATIONS		\$324.96		
Paid Chk# 082150 2/21/2020 CONNEXUS ENERGY				
E 101-200-50-25-4570	Electricity	\$186.02	390212-27349	COMPOST GATE
E 101-200-55-25-4570	Electricity	\$14.50	390212-28297	PRAIRE PARK
Total CONNEXUS ENERGY		\$200.52		
Paid Chk# 082151 2/21/2020 CRYSTAL SPRINGS ICE				
E 501-000-00-27-4266	Purchases - Misc	\$186.30	004.B003921	ICE/WATER
Total CRYSTAL SPRINGS ICE		\$186.30		
Paid Chk# 082152 2/21/2020 DAHLHEIMER DISTRIBUTING CO				
E 501-000-00-27-4274	Bottle/Keg Purchases - non t	(\$150.00)		KEG RETURNS
E 501-000-00-27-4267	Purchases - Non Alcoholic B	\$27.00		NA BEER
E 501-000-00-27-4263	Purchases - Beer	\$13,149.30	76-00541	BEER
Total DAHLHEIMER DISTRIBUTING CO		\$13,026.30		
Paid Chk# 082153 2/21/2020 GRANITE CITY APPRAISAL				
E 501-000-00-27-4271	Purchases - Cigars	\$73.16		CIGARS
E 501-000-00-27-4265	Purchases - Mix/Pop	\$15.60		MIX
E 501-000-00-27-4269	Freight - In	\$4.25		FRT
E 501-000-00-27-4271	Purchases - Cigars	(\$73.16)		CIGARS
E 501-000-00-27-4265	Purchases - Mix/Pop	(\$15.60)		MIX
E 501-000-00-27-4269	Freight - In	(\$4.25)		FRT
E 501-000-00-27-4273	Purchaes - Cigarette non tax	\$621.48	173065	TOBACCO
E 501-000-00-27-4273	Purchaes - Cigarette non tax	(\$621.48)	173065	TOBACCO
Total GRANITE CITY APPRAISAL		\$0.00		
Paid Chk# 082154 2/21/2020 GUYER, TOMMY				
E 101-400-56-25-4903	Movie In the Park	\$700.00	06/15/20	MOVIE IN THE PARK PETTING ZOO
Total GUYER, TOMMY		\$700.00		
Paid Chk# 082155 2/21/2020 LINDAHL, TRISHA				
E 101-100-11-10-4240	Travel/Mileage	\$9.28		ELECTION POLL MILEAGE
Total LINDAHL, TRISHA		\$9.28		
Paid Chk# 082156 2/21/2020 NEW FRANCE WINE COMPANY				
E 501-000-00-27-4264	Purchases - Wine	\$336.00	154525	WINE
E 501-000-00-27-4269	Freight - In	\$7.50	154525	FRT
Total NEW FRANCE WINE COMPANY		\$343.50		



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Cks 2/20/2020 - 3/4/2020

		Check Amt	Invoice	Comment
Paid Chk# 082157 2/21/2020 OFFICE DEPOT				
E 101-100-10-25-4210	Operating Supplies	\$1.88		PLANNING
E 101-200-40-25-4210	Operating Supplies	\$1.88		ENGINEERING
E 101-100-25-25-4210	Operating Supplies	\$3.77		EDA
E 101-100-30-25-4210	Operating Supplies	\$3.77		BUILDING
E 101-100-15-25-4210	Operating Supplies	\$24.60		CITY HALL
E 101-100-05-25-4210	Operating Supplies	\$1.88	437030178001	MAYOR/COUNCIL
Total OFFICE DEPOT		\$37.78		
Paid Chk# 082158 2/21/2020 SMALL LOT MN				
E 501-000-00-27-4269	Freight - In	\$12.00		FRT
E 501-000-00-27-4264	Purchases - Wine	\$288.00	MN35094	WINE
Total SMALL LOT MN		\$300.00		
Paid Chk# 082159 2/21/2020 VIKING COCA-COLA				
E 501-000-00-27-4263	Purchases - Beer	\$272.40	2485768	BEER
E 501-000-00-27-4263	Purchases - Beer	\$364.00	913667	BEER
Total VIKING COCA-COLA		\$636.40		
Paid Chk# 082160 2/21/2020 IUOE LOCAL 49 FRINGE BENEFIT				
G 101-2185	Union Health Insurance - EE/ER	\$2,530.00		MARCH UNION INSURANCE - GREENWALD/JOHNSON
Total IUOE LOCAL 49 FRINGE BENEFIT		\$2,530.00		
Paid Chk# 082161 2/25/2020 BERNICKS PEPSI				
E 501-000-00-27-4263	Purchases - Beer	(\$28.21)	89561	CREDIT
E 501-000-00-27-4263	Purchases - Beer	\$16.00	89562	BEER
E 501-000-00-27-4263	Purchases - Beer	\$630.00	89563	BEER
E 501-000-00-27-4265	Purchases - Mix/Pop	\$23.28	89564	MIX
Total BERNICKS PEPSI		\$641.07		
Paid Chk# 082162 2/25/2020 BIG LAKE TOWNSHIP				
E 199-000-15-25-4260	Subscriptions/Dues	\$15,000.00		CMRP PARTNERSHIP DUES
Total BIG LAKE TOWNSHIP		\$15,000.00		
Paid Chk# 082163 2/25/2020 BOLTON & MENK INC				
G 150-2055	Escrow Payable	\$140.00	0246375	CASEYS ESCROW
G 150-2055	Escrow Payable	\$522.00	0246380	SHAMROCK SANFORD SELECT ESCROW
E 198-000-50-20-4150	Engineering	\$570.00	0246381	SAFE ROUTE TO SCHOOL
G 150-2055	Escrow Payable	\$1,092.00	0246383	STATION STREET
G 150-2055	Escrow Payable	(\$1,092.00)	0246383	STATION STREET
G 101-2055	Escrow Payable	\$1,092.00	0246383	STATION STREET
Total BOLTON & MENK INC		\$2,324.00		
Paid Chk# 082164 2/25/2020 BREAKTHRU BEVERAGE				
E 501-000-00-27-4264	Purchases - Wine	\$432.70		WINE
E 501-000-00-27-4265	Purchases - Mix/Pop	\$30.00		MIX
E 501-000-00-27-4262	Purchases - Liquor	\$2,512.85	1081103730	LIQUOR
Total BREAKTHRU BEVERAGE		\$2,975.55		
Paid Chk# 082165 2/25/2020 BURNET TITLE				
G 401-2059	Unapplied Payments	\$19.18		W/S REFUND 5205 POND VIEW LN
Total BURNET TITLE		\$19.18		
Paid Chk# 082166 2/25/2020 CITY OF BIG LAKE				
E 101-200-55-25-4590	Water/Sewer Utilities	\$30.97	04000000100	19255 ENGLEWOOD DR SANFORD
E 101-200-55-25-4590	Water/Sewer Utilities	\$30.97	040000001100	20480 NEDD ST
E 101-200-50-25-4590	Water/Sewer Utilities	\$30.97	040000016100	PW BLDG METER 2
E 101-100-20-25-4590	Water/Sewer Utilities	\$187.18	040004166000	POLICE/LIBRARY BLDG



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Cks 2/20/2020 - 3/4/2020

		Check Amt	Invoice	Comment
E 101-100-15-25-4590	Water/Sewer Utilities	\$108.81	040005602000	CITY HALL
E 101-200-55-25-4590	Water/Sewer Utilities	\$30.97	040005605000	LAKESIDE PARK RESTROOM
E 101-200-55-25-4590	Water/Sewer Utilities	\$30.97	040005607000	LAKESIDE PARK FOUNTAIN
E 101-200-50-25-4590	Water/Sewer Utilities	\$128.27	040005609000	PW BLDG METER 1
E 501-000-00-25-4590	Water/Sewer Utilities	\$51.01	040005614000	LAKE LIQUOR
E 101-200-55-25-4590	Water/Sewer Utilities	\$30.97	040005724000	HUDSON WOODS PARK
E 101-200-55-25-4590	Water/Sewer Utilities	\$30.97	040005736000	SHORES OF LAKE MITCHELL PK
E 101-200-55-25-4590	Water/Sewer Utilities	\$30.97	040005737000	WRIGHTS CROSSING PARK
E 101-200-55-25-4590	Water/Sewer Utilities	\$30.97	040005738000	HIGHLINE PARK
E 101-200-55-25-4590	Water/Sewer Utilities	\$30.97	040005764000	MITCHELL FARMS PARK
E 101-200-55-25-4590	Water/Sewer Utilities	\$30.97	040005776000	POWELL PARK
E 101-200-55-25-4590	Water/Sewer Utilities	\$30.97	040005777000	LAKESIDE PARK IRRIGATION
E 101-200-55-25-4590	Water/Sewer Utilities	\$30.97	040005778000	LAKE RIDGE PARK
E 101-200-55-25-4590	Water/Sewer Utilities	\$30.97	040007126000	PARKWAY IRRIGATION
E 101-200-55-25-4590	Water/Sewer Utilities	\$30.97	040007127000	BLUFF PARK
E 101-200-55-25-4590	Water/Sewer Utilities	\$30.97	040007285000	JEFFERSON SQUARE PARK IRRIGATION
Total CITY OF BIG LAKE		\$970.79		
Paid Chk# 082167 2/25/2020 DATA SUCCESS, INC				
E 101-105-15-25-4130	Computers/Software	\$249.00	13942	FEB DISASTER RECOVERY
Total DATA SUCCESS, INC		\$249.00		
Paid Chk# 082168 2/25/2020 DISGRUNTLED BREWERY. LLC				
E 501-000-00-27-4263	Purchases - Beer	\$54.40	449	BEER
Total DISGRUNTLED BREWERY. LLC		\$54.40		
Paid Chk# 082169 2/25/2020 EDINA REALTY TITLE				
G 401-2059	Unapplied Payments	\$56.56		W/S REFUND 1020 POWELL ST N
Total EDINA REALTY TITLE		\$56.56		
Paid Chk# 082170 2/25/2020 HEINEN, STEPHANIE				
G 401-2059	Unapplied Payments	\$21.22		W/S REFUND 18935 HELEN WAY
Total HEINEN, STEPHANIE		\$21.22		
Paid Chk# 082171 2/25/2020 HEINRICH, BROCK & MARY				
G 401-2059	Unapplied Payments	\$27.10		W/S REFUND 120 LEIGHTON DR
Total HEINRICH, BROCK & MARY		\$27.10		
Paid Chk# 082172 2/25/2020 JOHNSON BROTHERS WHOLESALE				
E 501-000-00-27-4262	Purchases - Liquor	\$1,720.98	1504970	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$260.40	1504971	WINE
E 501-000-00-27-4262	Purchases - Liquor	\$864.00	1508237	LIQUOR
E 501-000-00-27-4262	Purchases - Liquor	\$2,475.65	1508238	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$2,209.46	1508239	WINE
E 501-000-00-27-4265	Purchases - Mix/Pop	\$121.00	1508240	MIX
E 501-000-00-27-4262	Purchases - Liquor	\$1,097.00	1508241	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$335.25	1508242	WINE
E 501-000-00-27-4262	Purchases - Liquor	\$3,123.36	1508243	LIQUOR
Total JOHNSON BROTHERS WHOLESALE		\$12,207.10		
Paid Chk# 082173 2/25/2020 LARSON FAMILY TRUST				
G 401-2059	Unapplied Payments	\$43.25		W/S REFUND 644 MINNESOTA AVE
Total LARSON FAMILY TRUST		\$43.25		
Paid Chk# 082174 2/25/2020 LEAGUE OF MN CITIES				
E 101-300-75-25-4238	Training/Schools	\$218.00	317296	POLICE TRAINING
Total LEAGUE OF MN CITIES		\$218.00		
Paid Chk# 082175 2/25/2020 LUPULIN BREWING LLC				



***Check Detail Register©**

Cks 2/20/2020 - 3/4/2020

		Check Amt	Invoice	Comment
E 501-000-00-27-4263	Purchases - Beer	\$396.00	27337	BEER
E 501-000-00-27-4274	Bottle/Keg Purchases - non t	(\$30.00)	27337	KEG
Total LUPULIN BREWING LLC		\$366.00		
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Paid Chk# 082176	2/25/2020	MILLER, JARED & DIXIE		
G 401-2059	Unapplied Payments	\$45.79		W/S REFUND 5056 MITCHELL RD
Total MILLER, JARED & DIXIE		\$45.79		
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Paid Chk# 082177	2/25/2020	MINNESOTA TITLE, LLC		
G 401-2059	Unapplied Payments	\$15.08		W/S REFUND 897 INDEPENDENCE DR
Total MINNESOTA TITLE, LLC		\$15.08		
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Paid Chk# 082178	2/25/2020	OFFICE DEPOT		
E 101-100-10-25-4210	Operating Supplies	\$11.18		PLANNING
E 101-200-40-25-4210	Operating Supplies	\$11.18		ENGINEERING
E 101-100-25-25-4210	Operating Supplies	\$22.36		EDA
E 101-100-30-25-4210	Operating Supplies	\$22.36		BUILDING
E 101-100-15-25-4210	Operating Supplies	\$145.39		CITY HALL
E 101-100-05-25-4210	Operating Supplies	\$11.18	440208618001	MAYOR/COUNCIL
E 101-200-50-25-4210	Operating Supplies	\$139.09	442684512001	PUBLIC WORKS SUPPLIES
Total OFFICE DEPOT		\$362.74		
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Paid Chk# 082179	2/25/2020	PAUSTIS WINE COMPANY		
E 501-000-00-27-4264	Purchases - Wine	\$665.80	81363	WINE
E 501-000-00-27-4269	Freight - In	\$10.00	81363	FRT
Total PAUSTIS WINE COMPANY		\$675.80		
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Paid Chk# 082180	2/25/2020	PHILLIPS WINE & SPIRITS		
E 501-000-00-27-4262	Purchases - Liquor	\$639.55	6002650	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$953.25	6002651	WINE
E 501-000-00-27-4265	Purchases - Mix/Pop	\$110.00	6002652	MIX
Total PHILLIPS WINE & SPIRITS		\$1,702.80		
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Paid Chk# 082181	2/25/2020	SHERBURNE CO SHERIFFS DEPT		
E 101-105-15-20-4129	Computer Consultant	\$2,833.33	2020-01	JAN IT SERVICES
Total SHERBURNE CO SHERIFFS DEPT		\$2,833.33		
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Paid Chk# 082182	2/25/2020	SHERBURNE COUNTY ATTORNEY		
E 277-000-00-20-4170	Legal	\$319.50		2003 SILVERADO VOLNA 19014886
Total SHERBURNE COUNTY ATTORNEY		\$319.50		
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Paid Chk# 082183	2/25/2020	SOUTHERN WINE & SPIRITS OF MN		
E 501-000-00-27-4262	Purchases - Liquor	\$8,223.56	1926625	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$350.00	1926626	WINE
Total SOUTHERN WINE & SPIRITS OF MN		\$8,573.56		
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Paid Chk# 082184	2/25/2020	VINOCOPIA		
E 501-000-00-27-4264	Purchases - Wine	\$176.00		WINE
E 501-000-00-27-4269	Freight - In	\$10.00		FRT
E 501-000-00-27-4262	Purchases - Liquor	\$241.25	025081-IN	LIQUOR
Total VINOCOPIA		\$427.25		
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Paid Chk# 082185	2/27/2020	KEN GEROUX CONSTRUCTION		
E 199-000-15-25-4540	Repair/Maintenance Building	\$29,923.61	8791-55	DOWN PAYMENT ON WINDOWS FOR CITY HALL - APPROVED BY COUNCIL 2.26.20
Total KEN GEROUX CONSTRUCTION		\$29,923.61		
<hr/>				
Paid Chk# 082186	2/27/2020	APA - MINNESOTA		
E 101-100-10-25-4220	Advertising	\$25.00		POSTING FOR CODE ENFORCEMENT INTERN



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Total APA - MINNESOTA		\$25.00		
<hr/>				
Paid Chk#	082187	2/27/2020	AVALON HOMES INC	
R	101-010-3125	Land Use Revenue	\$1,000.00	REFUND ANNEXATION AGREEMENT FEE PD BY LANDOWNER
Total AVALON HOMES INC		\$1,000.00		
<hr/>				
Paid Chk#	082188	2/27/2020	BIG LAKE CHAMBER OF COMMERCE	
E	101-400-56-25-4243	Meals	\$15.00	CHAMBER MEETING C SCOTT
Total BIG LAKE CHAMBER OF COMMERCE		\$15.00		
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Paid Chk#	082189	2/27/2020	C&L DISTRIBUTING COMPANY	
E	501-000-00-27-4263	Purchases - Beer	\$816.60	1067001525 BEER
E	501-000-00-27-4263	Purchases - Beer	\$36,330.60	961004059 BEER
E	501-000-00-27-4265	Purchases - Mix/Pop	\$106.60	961004059 MIX
E	501-000-00-27-4267	Purchases - Non Alcoholic B	\$23.30	961004059 NA BEER
E	501-000-00-27-4263	Purchases - Beer	(\$29.80)	968000955 CREDIT
Total C&L DISTRIBUTING COMPANY		\$37,247.30		
<hr/>				
Paid Chk#	082190	2/27/2020	CANNON RIVER WINERY	
E	501-000-00-27-4264	Purchases - Wine	\$547.20	1793 WINE
Total CANNON RIVER WINERY		\$547.20		
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Paid Chk#	082191	2/27/2020	CHARTER COMMUNICATIONS	
E	301-000-00-25-4230	Telephone/Internet	\$43.90	009809202172 WATER INTERNET
E	101-200-50-25-4230	Telephone/Internet	\$209.60	016155202212 PW INTERNET
Total CHARTER COMMUNICATIONS		\$253.50		
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Paid Chk#	082192	2/27/2020	CONNEXUS ENERGY	
E	101-200-50-25-4575	Electricity (Street Lights)	\$36.46	390212-30695 STREET LIGHTS
E	101-200-50-25-4575	Electricity (Street Lights)	\$154.95	390212-30695 STREET LIGHTS
E	101-200-50-25-4575	Electricity (Street Lights)	\$839.09	390212-30695 STREET LIGHTS
E	101-200-50-25-4575	Electricity (Street Lights)	\$1,915.31	390212-30695 STREET LIGHTS
E	101-100-20-25-4570	Electricity	\$318.99	390212-30695 POLICE/LIBRARY BLDG
E	301-000-00-25-4570	Electricity	\$959.85	390212-30695 WELL #3
E	401-000-00-25-4570	Electricity	\$279.79	390212-30695 LIFT #1
E	401-000-00-25-4570	Electricity	\$45.20	390212-30695 LIFT #4
E	101-200-55-25-4570	Electricity	\$7.75	390212-30695 CR 5 PARK
E	401-000-00-25-4570	Electricity	\$6,648.05	390212-30695 WASTEWATER FACILITY
E	401-000-00-25-4570	Electricity	\$38.92	390212-30695 LIFT #6
E	101-200-55-25-4570	Electricity	\$13.50	390212-30695 PINTAIL PARK
E	101-200-50-25-4570	Electricity	\$30.39	390212-30695 PW SHED
E	101-200-55-25-4570	Electricity	\$13.50	390212-30695 TEAL ST PARK
E	101-200-55-25-4570	Electricity	\$5.00	390212-30695 POWELL ST PARK
E	401-000-00-25-4570	Electricity	\$119.54	390212-30695 LIFT #7
E	401-000-00-25-4570	Electricity	\$166.30	390212-30695 LIFT #8
E	101-200-55-25-4570	Electricity	\$13.50	390212-30695 LAKESIDE PARK
E	101-200-55-25-4570	Electricity	\$13.50	390212-30695 LAKE RIDG PARK
E	301-000-00-25-4570	Electricity	\$363.41	390212-30695 WELL #5
E	101-200-50-25-4575	Electricity (Street Lights)	\$754.78	390212-30695 STREET LIGHTS
E	301-000-00-25-4570	Electricity	\$191.49	390212-30695 WATER TOWER
E	101-200-50-25-4575	Electricity (Street Lights)	\$74.62	390212-30695 STREET LIGHTS
E	101-200-50-25-4575	Electricity (Street Lights)	\$13.86	390212-30695 STREET LIGHTS
E	101-200-55-25-4570	Electricity	\$13.50	390212-30695 LAKESIDE PARK
E	301-000-00-25-4570	Electricity	\$4,264.67	390212-30695 WATER TREATMENT FACILITY
E	401-000-00-25-4570	Electricity	\$103.62	390212-30695 LIFT #9
E	401-000-00-25-4570	Electricity	\$139.25	390212-30695 LIFT #11
E	401-000-00-25-4570	Electricity	\$217.54	390212-30695 LIFT #10



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		Check Amt	Invoice	Comment
E 401-000-00-25-4570	Electricity	\$140.04	390212-30695	LIFT #12
E 401-000-00-25-4570	Electricity	\$67.96	390212-30695	PACIFIC LIFT
E 301-000-00-25-4570	Electricity	\$304.44	390212-30695	WATER TOWER
E 101-200-55-25-4570	Electricity	\$13.62	390212-30695	HIGHLINE DR
E 101-200-55-25-4570	Electricity	\$13.50	390212-30695	MAY CIRCLE
E 301-000-00-25-4570	Electricity	\$375.06	390212-30695	WATER TOWER
E 101-200-55-25-4570	Electricity	\$44.37	390212-30695	LAKESIDE PARK
E 101-100-20-25-4570	Electricity	\$137.45	390212-30695	POLICE/LIBRARY BLDG
E 101-100-20-25-4570	Electricity	\$520.06	390212-30695	POLICE/LIBRARY BLDG
E 301-000-00-25-4570	Electricity	\$68.65	390212-30695	WELL #7
E 401-000-00-25-4570	Electricity	\$4,905.00	390212-30695	WASTEWATER FACILITY
E 101-200-55-25-4570	Electricity	\$5.37	390212-30695	NEDD ST IRRIGATION
E 101-200-50-25-4575	Electricity (Street Lights)	\$41.77	390212-30695	STREET LIGHTS
E 301-000-00-25-4570	Electricity	\$2,062.27	390212-30695	WELL #4
E 601-000-00-25-4570	Electricity	\$56.48	390212-30695	PUBLIC WORKS BLDG
E 101-200-50-25-4570	Electricity	\$268.32	390212-30695	PUBLIC WORKS BLDG
E 101-200-55-25-4570	Electricity	\$268.32	390212-30695	PUBLIC WORKS BLDG
E 301-000-00-25-4570	Electricity	\$268.32	390212-30695	PUBLIC WORKS BLDG
E 401-000-00-25-4570	Electricity	\$268.32	390212-30695	PUBLIC WORKS BLDG+
Total CONNEXUS ENERGY		\$27,585.65		

Paid Chk#	Date	Vendor			
082193	2/27/2020	CORPORATE PAYMENT SYSTEMS			
E 101-200-50-25-4243	Meals	\$122.75		EMERG MGT MEALS	
E 194-105-15-25-4130	Computers/Software	\$2,934.06		PUBLIC WORKS LAPTOPS	
E 101-200-40-25-4260	Subscriptions/Dues	\$400.00		ENGINEERING ASSOC DUES	
E 280-000-00-25-4260	Subscriptions/Dues	\$45.00		FARMERS MARKET MONTHLY DUES	
E 301-000-00-25-4545	Repair/Maintenance Equipm	\$11,225.28		WATER TREATMENT CONTROL PANEL REPAIR	
Total CORPORATE PAYMENT SYSTEMS		\$14,727.09			

Paid Chk#	Date	Vendor			
082194	2/27/2020	DAHLHEIMER DISTRIBUTING CO			
E 501-000-00-27-4263	Purchases - Beer	\$7,173.65	112-02539	BEER	
E 501-000-00-27-4263	Purchases - Beer	\$18,059.75	112-02686	BEER	
E 501-000-00-27-4263	Purchases - Beer	(\$219.65)	1197980	CREDIT	
Total DAHLHEIMER DISTRIBUTING CO		\$25,013.75			

Paid Chk#	Date	Vendor			
082195	2/27/2020	DOORSTEP D.O.T. MEDICAL CERT			
E 101-200-50-20-4185	Medical Exams	\$138.00		NEW HIRE MEDICAL/B JOHNSON	
E 101-200-50-20-4185	Medical Exams	\$138.00		NEW HIRE MEDICAL/GREENWALD	
Total DOORSTEP D.O.T. MEDICAL CERT		\$276.00			

Paid Chk#	Date	Vendor			
082196	2/27/2020	ECM PUBLISHERS, INC.			
G 101-2055	Escrow Payable	\$58.50	760430	STYLE CATERING ESCROW	
G 101-2055	Escrow Payable	\$67.50	760431	AVALON HOMES ESCROW	
E 101-100-10-25-4220	Advertising	\$85.50	760432	ORD AMEND	
Total ECM PUBLISHERS, INC.		\$211.50			

Paid Chk#	Date	Vendor			
082197	2/27/2020	GRANITE CITY JOBBING			
E 501-000-00-27-4271	Purchases - Cigars	\$66.92		CIGARS	
E 501-000-00-27-4265	Purchases - Mix/Pop	\$5.20		MIX	
E 501-000-00-27-4269	Freight - In	\$4.25		FRT	
E 501-000-00-27-4273	Purchaes - Cigarette non tax	\$795.96	174002	TOBACCO	
Total GRANITE CITY JOBBING		\$872.33			

Paid Chk#	Date	Vendor			
082198	2/27/2020	LUPULIN BREWING LLC			
E 501-000-00-27-4263	Purchases - Beer	\$421.50	27409	BEER	
Total LUPULIN BREWING LLC		\$421.50			

Paid Chk#	Date	Vendor			
082199	2/27/2020	M&M EXPRESS SALES & SERVICE			



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E 101-200-50-25-4215	Uniforms/Clothing	\$156.65	238242	PUBLIC WORKS UNIFORMS
E 101-200-55-25-4215	Uniforms/Clothing	\$156.66	238242	PUBLIC WORKS UNIFORMS
E 301-000-00-25-4215	Uniforms/Clothing	\$156.66	238242	PUBLIC WORKS UNIFORMS
E 401-000-00-25-4215	Uniforms/Clothing	\$156.66	238242	PUBLIC WORKS UNIFORMS
E 101-200-50-25-4215	Uniforms/Clothing	(\$156.65)	238242	PUBLIC WORKS UNIFORMS
E 101-200-55-25-4215	Uniforms/Clothing	(\$156.66)	238242	PUBLIC WORKS UNIFORMS
E 301-000-00-25-4215	Uniforms/Clothing	(\$156.66)	238242	PUBLIC WORKS UNIFORMS
E 401-000-00-25-4215	Uniforms/Clothing	(\$156.66)	238242	PUBLIC WORKS UNIFORMS
Total M&M EXPRESS SALES & SERVICE		\$0.00		
Paid Chk# 082200 2/27/2020 QUALITY FLOW SYSTEMS				
E 401-000-00-25-4545	Repair/Maintenance Equipm	\$4,690.00	38597	LIFT #9 REPAIRS
E 401-000-00-25-4545	Repair/Maintenance Equipm	\$2,980.00	38598	LIFT #4 REPAIRS
Total QUALITY FLOW SYSTEMS		\$7,670.00		
Paid Chk# 082201 2/27/2020 RUSSELLS ON THE LAKE				
E 101-100-11-10-4243	Meals	\$237.50		ELECTION MEALS
Total RUSSELLS ON THE LAKE		\$237.50		
Paid Chk# 082202 2/27/2020 SARON LUTHERAN CHURCH				
E 101-100-11-10-4255	Rent/Lease	\$150.00		ELECTION RENTAL SPACE 1/14 & 2/4
Total SARON LUTHERAN CHURCH		\$150.00		
Paid Chk# 082203 2/28/2020 AFLAC				
G 101-2183	Other Pre-Tax Insurance Payabl	\$180.96	742764	OTHER PRE TAX INSURANCE
Total AFLAC		\$180.96		
Paid Chk# 082204 2/28/2020 CASEYS BUSINESS MASTERCARD				
E 101-200-55-25-4405	Motor Fuel	\$163.47		PARK MOTR FUEL
Total CASEYS BUSINESS MASTERCARD		\$163.47		
Paid Chk# 082205 2/28/2020 ECM PUBLISHERS, INC.				
E 401-000-00-25-4220	Advertising	\$34.20	758284	AD FOR WASTEWATER OPER II
E 301-000-00-25-4220	Advertising	\$34.20	758284	AD FOR WASTEWATER OPER II
Total ECM PUBLISHERS, INC.		\$68.40		
Paid Chk# 082206 2/28/2020 M&M EXPRESS SALES & SERVICE				
E 401-000-00-25-4215	Uniforms/Clothing	\$156.66	238242	PUBLIC WORKS UNIFORMS
E 301-000-00-25-4215	Uniforms/Clothing	\$156.66	238242	PUBLIC WORKS UNIFORMS
E 101-200-55-25-4215	Uniforms/Clothing	\$156.66	238242	PUBLIC WORKS UNIFORMS
E 101-200-50-25-4215	Uniforms/Clothing	\$156.65	238242	PUBLIC WORKS UNIFORMS
R 101-050-4151	Refunds & Reimbursements	(\$146.27)	238242	PRIOR YEAR CREDIT 2019
Total M&M EXPRESS SALES & SERVICE		\$480.36		
Paid Chk# 082207 2/28/2020 SARON LUTHERAN CHURCH				
E 101-100-11-10-4255	Rent/Lease	\$75.00		ELECTION LEASE 3/3/2020
Total SARON LUTHERAN CHURCH		\$75.00		
Paid Chk# 082208 2/28/2020 SHRED RIGHT				
E 101-100-15-25-4212	Other Operations Expenses	\$16.00		CITY HALL SHRED JAN
E 101-300-75-25-4212	Other Operations Expenses	\$16.00	520830	POLICE SHRED JAN
Total SHRED RIGHT		\$32.00		
Paid Chk# 082209 2/28/2020 SMART SIGNS				
E 101-300-75-25-4253	Police K-9 Expenditures	\$895.00	11121	K9 EXPENSE
E 101-300-75-25-4413	Equipment/Accessories	\$1,190.00	11121	POLICE EQUIPMENT
Total SMART SIGNS		\$2,085.00		
Paid Chk# 082210 2/28/2020 T MOBILE				



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E 101-300-75-25-4230	Telephone/Internet	\$23.58	969125403	POLICE TELEPHONE
Total T MOBILE		\$23.58		
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Paid Chk# 082211	3/2/2020	ARTISAN BEER COMPANY		
E 501-000-00-27-4263	Purchases - Beer	\$86.10	3407835	BEER
Total ARTISAN BEER COMPANY		\$86.10		
<hr/>				
Paid Chk# 082212	3/2/2020	BELL BOY CORPORATION-1		
E 501-000-00-27-4264	Purchases - Wine	\$260.00	0082975000	WINE
E 501-000-00-27-4269	Freight - In	\$5.40	0082975000	FRT
E 501-000-00-27-4265	Purchases - Mix/Pop	\$28.75	0100950300	MIX
E 501-000-00-25-4210	Operating Supplies	\$122.79	0100950300	SUPPLIES
E 501-000-00-27-4269	Freight - In	\$2.70	0100950300	FRT
Total BELL BOY CORPORATION-1		\$419.64		
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Paid Chk# 082213	3/2/2020	BERNICKS PEPSI		
E 501-000-00-27-4263	Purchases - Beer	\$80.00	92552	BEER
E 501-000-00-27-4263	Purchases - Beer	\$1,252.25	92553	BEER
E 501-000-00-27-4265	Purchases - Mix/Pop	\$14.00	92554	MIX
E 501-000-00-27-4265	Purchases - Mix/Pop	\$143.49	92555	MIX
Total BERNICKS PEPSI		\$1,489.74		
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Paid Chk# 082214	3/2/2020	BREAKTHRU BEVERAGE		
E 501-000-00-27-4262	Purchases - Liquor	\$848.83	1081106315	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$320.00	1081106315	WINE
E 501-000-00-27-4265	Purchases - Mix/Pop	\$40.00	1081106315	MIX
E 501-000-00-27-4265	Purchases - Mix/Pop	(\$5.10)	2080264287	CREDIT
E 501-000-00-27-4262	Purchases - Liquor	(\$84.03)	2080265177	CREDIT
E 501-000-00-27-4262	Purchases - Liquor	(\$40.00)	2080267855	CREDIT
Total BREAKTHRU BEVERAGE		\$1,079.70		
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Paid Chk# 082215	3/2/2020	DAHLHEIMER DISTRIBUTING CO		
E 501-000-00-27-4263	Purchases - Beer	\$6,624.00	112-02724	BEER
Total DAHLHEIMER DISTRIBUTING CO		\$6,624.00		
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Paid Chk# 082216	3/2/2020	IUOE LOCAL #49		
G 101-2175	Other Withholding	\$350.00	MARCH 2020	PUBLIC WORKS UNION DUES
Total IUOE LOCAL #49		\$350.00		
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Paid Chk# 082217	3/2/2020	JOHNSON BROTHERS WHOLESALE		
E 501-000-00-27-4262	Purchases - Liquor	\$3,163.33	1513414	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$4,233.18	1513415	WINE
E 501-000-00-27-4265	Purchases - Mix/Pop	\$50.50	1513416	MIX
E 501-000-00-27-4262	Purchases - Liquor	\$3,928.00	1513417	LIQUOR
E 501-000-00-27-4262	Purchases - Liquor	\$1,245.00	1513418	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$2,515.80	1513419	WINE
E 501-000-00-27-4262	Purchases - Liquor	(\$13.80)	591808	CREDIT
E 501-000-00-27-4264	Purchases - Wine	(\$68.00)	591809	CREDIT
Total JOHNSON BROTHERS WHOLESALE		\$15,054.01		
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Paid Chk# 082218	3/2/2020	LAW ENFORCEMENT LABOR SERVICE		
G 101-2175	Other Withholding	\$620.00	MARCH 2020	POLICE UNION DUES
Total LAW ENFORCEMENT LABOR SERVICE		\$620.00		
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Paid Chk# 082219	3/2/2020	PHILLIPS WINE & SPIRITS		
E 501-000-00-27-4262	Purchases - Liquor	\$5,693.95	6006292	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$1,291.31	6006293	WINE
E 501-000-00-27-4265	Purchases - Mix/Pop	\$18.00	6006294	MIX



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Total PHILLIPS WINE & SPIRITS		\$7,003.26		
Paid Chk#	082220 3/2/2020	SOUTHERN WINE & SPIRITS OF MN		
E	501-000-00-27-4262 Purchases - Liquor	\$3,465.46	1929309	LIQUOR
E	501-000-00-27-4264 Purchases - Wine	\$340.00	1929310	WINE
Total SOUTHERN WINE & SPIRITS OF MN		\$3,805.46		
Paid Chk#	082221 3/2/2020	VIKING COCA-COLA		
E	501-000-00-27-4265 Purchases - Mix/Pop	\$201.80	2494092	MIX
Total VIKING COCA-COLA		\$201.80		
Paid Chk#	082222 3/2/2020	WINE MERCHANTS		
E	501-000-00-27-4264 Purchases - Wine	\$229.00	7276018	WINE
Total WINE MERCHANTS		\$229.00		
Paid Chk#	082223 3/2/2020	ACE SOLID WASTE INC		
E	101-100-15-25-4225 Sanitation/Garbage Removal	\$107.99	5696880	CITY HALL
E	101-200-50-25-4225 Sanitation/Garbage Removal	\$159.54	5696880	PUBLIC WORKS BLDG
E	501-000-00-25-4225 Sanitation/Garbage Removal	\$233.15	5696880	LIQUOR STORE
E	101-200-55-25-4225 Sanitation/Garbage Removal	\$252.71	5696880	PARKS
E	101-100-20-25-4225 Sanitation/Garbage Removal	\$124.65	5696880	POLICE/LIBRARY
E	401-000-00-25-4225 Sanitation/Garbage Removal	\$251.92	5696880	WASTEWATER FACILITY
Total ACE SOLID WASTE INC		\$1,129.96		
Paid Chk#	082224 3/2/2020	AMERICAN MESSAGING		
E	401-000-00-25-4212 Other Operations Expenses	\$13.59		SEWER PAGERS
E	301-000-00-25-4230 Telephone/Internet	\$13.60	D2080811UC	WATER PAGERS
Total AMERICAN MESSAGING		\$27.19		
Paid Chk#	082225 3/2/2020	CHARTER COMMUNICATIONS		
E	101-200-55-25-4230 Telephone/Internet	\$144.98		LAKESIDE PARK FEB 0171015022120
Total CHARTER COMMUNICATIONS		\$144.98		
Paid Chk#	082226 3/2/2020	HUBBARD ELECTRIC		
E	101-100-15-25-4540 Repair/Maintenance Building	\$369.20	6443	FIRE ALARM PANEL
Total HUBBARD ELECTRIC		\$369.20		
Paid Chk#	082227 3/2/2020	IUOE LOCAL #49		
G	101-2175 Other Withholding	\$70.00	MARCH 2020	PUBLIC WORKS UNION DUES
Total IUOE LOCAL #49		\$70.00		
Paid Chk#	082228 3/2/2020	OFFICE DEPOT		
E	101-100-25-25-4212 Other Operations Expenses	\$12.29	443474540001	EDA SUPPLIES
E	101-100-15-25-4210 Operating Supplies	\$8.98	443474541001	FINANACE SUPPLIES
E	101-200-40-25-4210 Operating Supplies	\$71.59	445395908001	ENGINEER SUPPLIES
Total OFFICE DEPOT		\$92.86		
Paid Chk#	082229 3/2/2020	RAILROAD MANAGEMENT CO III, LL		
E	301-000-00-25-4260 Subscriptions/Dues	\$2,566.67	413134	2020 RAILROAD LEASE
E	401-000-00-25-4260 Subscriptions/Dues	\$2,566.67	413134	2020 RAILROAD LEASE
Total RAILROAD MANAGEMENT CO III, LL		\$5,133.34		
Paid Chk#	082230 3/2/2020	SCHARF, SARAH		
E	101-100-05-25-4257 Contractors Hired	\$75.00		VIDEO TAPING CC MTG 3/11/20
Total SCHARF, SARAH		\$75.00		
Paid Chk#	082231 3/3/2020	LENS CUSTOM REMODELING, INC.		
E	101-100-20-25-4540 Repair/Maintenance Building	\$4,750.00	ICR 71-CR-19-	REPAIRS TO PD BLDG/CAR HIT THE BUILDING



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Total LENS CUSTOM REMODELING, INC.		\$4,750.00		
Paid Chk# 082232 3/3/2020 MARCO TECHNOLOGIES LLC				
E 101-105-05-25-4130	Computers/Software	\$28.80	INV7360496	SPAM FILTERING
E 101-105-10-25-4130	Computers/Software	\$14.40	INV7360496	SPAM FILTERING
E 101-105-15-25-4130	Computers/Software	\$86.40	INV7360496	SPAM FILTERING
E 101-105-25-25-4130	Computers/Software	\$28.80	INV7360496	SPAM FILTERING
E 101-105-30-25-4130	Computers/Software	\$28.80	INV7360496	SPAM FILTERING
E 101-105-40-25-4130	Computers/Software	\$14.40	INV7360496	SPAM FILTERING
E 101-105-50-25-4130	Computers/Software	\$14.40	INV7360496	SPAM FILTERING
E 101-105-55-25-4130	Computers/Software	\$14.40	INV7360496	SPAM FILTERING
E 301-000-00-25-4130	Computers/Software	\$14.40	INV7360496	SPAM FILTERING
E 401-000-00-25-4130	Computers/Software	\$14.40	INV7360496	SPAM FILTERING
E 501-000-00-25-4130	Computers/Software	\$28.80	INV7360496	SPAM FILTERING
Total MARCO TECHNOLOGIES LLC		\$288.00		
Paid Chk# 082233 3/3/2020 OFFICE DEPOT				
E 501-000-00-25-4126	Use Tax	\$3.08		USE TAX/CALC
G 501-2176	Sales Tax Payable	(\$3.08)		USE TAX/CALC
E 501-000-00-25-4413	Equipment/Accessories	\$41.89	443474112001	LIQUOR STORE CALCULATOR
Total OFFICE DEPOT		\$41.89		
Paid Chk# 082234 3/3/2020 WEX BANK				
E 601-000-00-25-4405	Motor Fuel	\$13.62		PUBLIC WORKS MOTOR FUEL
E 101-200-50-25-4405	Motor Fuel	\$64.62		PUBLIC WORKS MOTOR FUEL
E 101-200-55-25-4405	Motor Fuel	\$64.62		PUBLIC WORKS MOTOR FUEL
E 301-000-00-25-4405	Motor Fuel	\$64.62		PUBLIC WORKS MOTOR FUEL
E 401-000-00-25-4405	Motor Fuel	\$64.62		PUBLIC WORKS MOTOR FUEL
Total WEX BANK		\$272.10		
Paid Chk# 082235 3/3/2020 LIAM SHUMACHER DONATION TRUST				
G 101-2200	Deposits	\$50.00		REFUND EVENT DEPOSIT 3/13/19
Total LIAM SHUMACHER DONATION TRUST		\$50.00		
Paid Chk# 082236 3/3/2020 MN DEPT OF MOTOR VEHICLE				
E 101-300-75-25-4430	Vehicle Maintenance	\$14.25		POLICE VEHICLE LICENSE
Total MN DEPT OF MOTOR VEHICLE		\$14.25		
Paid Chk# 082237 3/4/2020 GUARDIAN TRACKING				
E 101-300-75-25-4260	Subscriptions/Dues	\$861.00	2019-0956	GUARDIAN TRACKING 2020 SUBSCRIPTION FOR POLICE
Total GUARDIAN TRACKING		\$861.00		
Paid Chk# 082238 3/4/2020 DLT SOLUTIONS, LLC				
E 101-105-40-25-4130	Computers/Software	\$1,563.71	4825241A	AUTOCAD
Total DLT SOLUTIONS, LLC		\$1,563.71		
Paid Chk# 082239 3/4/2020 GARDNER DENVER NASH LLC				
E 499-000-00-70-4316	Capital Purchases/Improve	\$12,269.99	901089653	COMPRESSOR BIO BLDG
Total GARDNER DENVER NASH LLC		\$12,269.99		
Paid Chk# 082240 3/4/2020 UNLIMITED SUPPLIES, INC				
E 101-200-50-25-4212	Other Operations Expenses	\$144.38	348223	PUBLIC WORKS SAFETY GLOVES
Total UNLIMITED SUPPLIES, INC		\$144.38		
1010 US BANK		\$299,760.28		



*Check Detail Register©

Cks 2/20/2020 - 3/4/2020

Check Amt Invoice Comment

Fund Summary

1010 US BANK

101 GENERAL FUND	\$34,867.84
150 CAPITAL PROJECT/LOCAL DEVELOPM	\$662.00
194 COMPUTER REPLACEMENT FUND	\$2,934.06
198 INFRASTRUCTURE IMPRMNT FUND	\$570.00
199 EQUIP & BLDG REPLACEMENTS	\$44,923.61
277 DWI FORFEITURE	\$319.50
280 FARMERS MARKET	\$145.00
301 WATER ENTERPRISE FUND	\$22,977.49
401 SEWER ENTERPRISE FUND	\$24,238.31
499 SEWER-EQUIP/BLDG REPLCMNT FUND	\$12,269.99
501 LIQUOR ENTERPRISE FUND	\$155,782.38
601 STORM SEWER ENTERPRISE FUND	\$70.10
	<hr/>
	\$299,760.28



AGENDA ITEM

Big Lake City Council

Prepared By: Gina Wolbeck, City Clerk	Meeting Date: 3/11/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6B
Item Description: February 26, 2020 City Council Workshop Minutes		Reviewed By: Clay Wilfahrt, City Administrator	
		Reviewed By: N/A	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the February 26, 2020 City Council Workshop Minutes as presented.

BACKGROUND/DISCUSSION

The February 26, 2020 City Council Workshop Minutes are attached for Council's review

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

Workshop Minutes

**BIG LAKE CITY COUNCIL
WORKSHOP MINUTES
FEBRUARY 26, 2020**

1. CALL TO ORDER

Mayor Wallen called the meeting to order at 5:00 p.m.

2. ROLL CALL

Council Members present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. Also present: City Administrator Clay Wilfahrt, Finance Director Deb Wegeleben, City Engineer Layne Otteson, Community Development Director Hanna Klimmek, City Clerk Gina Wolbeck, and Liquor Store Manager Greg Zurbey.

3. PROPOSED AGENDA

Council Member Knier motioned to adopt the proposed Agenda as presented. Seconded by Council Member Zettervall, unanimous ayes, Agenda adopted.

4. BUSINESS

4A. Introduction of Como Lake Marketing Partners

Hanna Klimmek reviewed the BLEDA's Community Brand and Identity Design Project, noting that three interviews were held on February 13 by an interview panel, who voted to recommend to BLEDA to approve a Contract for Service with Como Lake Marketing Partners. Klimmek introduced Mike Brown from Como Lake Marketing. Brown reviewed their business operations and their proposed plans for our Community Brand and Identity Design Project. Brown discussed various benefits to the City to do this type of project, expressing the benefits of building ambassadors and unifying our story. Mayor Wallen reviewed BLEDA's discussions on the need for this project with Wallen noting that completion is expected in April 2020.

4B. Discuss DEED Community Certification Program – Telecommuter Forward!

Hanna Klimmek informed Council that DEED's Office of Broadband Development is accepting applications for a new economic development tool to help promote the vitality of Minnesota's rural communities. The new tool is called Telecommuter Forward! which was presented to the MN Legislature by DEED's Broadband team last session, passed with overwhelming bipartisan support, and was signed by the Governor in May 2019. Klimmek also reviewed recent broadband infrastructure grants which the City has benefited greatly from, noting that the Telecommuter Forward! Community certification expands upon these efforts by allowing

communities to promote themselves as destinations for Minnesotans who are interested in telecommuting. Klimmek informed Council that the Sherburne County Board of Commissioners approved a Resolution of Support for the program and reviewed that Staff will bring the same type of Resolution to the next meeting for Council consideration. Klimmek also noted that the BLEDA has voted to recommend Council approval on the Resolution of Support. Council directed Staff to bring the Resolution of Support forward to a future meeting for consideration.

4C. Civic Systems Financial Software Review

Deb Wegeleben discussed recent presentations by three financial software companies that were attended by Staff. The software demonstrations included financial recording as well as payroll, timecard, budgeting, building permits and utility billing, and would replace the current software the City currently uses. Wegeleben explained that the Banyon Software the City has used long-term, has outgrown its capabilities and we have been experiencing reliability issues as well as a lack of data storage capability. The software that appears to best meet the needs of the City is Civic Systems Connect and Wegeleben reviewed the key advantages of this software. Wegeleben also discussed costs for implementing the new system as well as annual support and hosting costs. The upfront costs have been budgeted in the CIP (Computer Replacement Fund) and the increase to annual support costs have been built into our 2021-2024 concept budgets. Staff would like to bring the proposal for consideration at the March 11, 2020 meeting in order to start the conversion by mid-summer with an implementation completion date by the end of the year.

Council inquired about additional optional modules being recommended since the previous discussion. Wegeleben recommended leaving off the planning/zoning and payroll add-on modules for now, but to keep the business licensing, fixed assets and special assessment modules. Council directed staff to move forward with finalizing a Contract with Civic Systems, LLC without the Planning/Zoning and Payroll Add-on modules, for future Council consideration.

4D. New Ideas Discussion

Council Member Zetervall discussed the City's Special Assessment Policy and questioned if we should be calculating assessments differently on vacant parcels. Council Member Johnson discussed strips of land along the lake that are vacant, questioning how these areas would be affected if costs were distributed differently. Layne Otteson explained that the Assessment Policy does already identify these parcels differently. Council directed Staff to research what other communities have for Assessment Policy calculations and bring back to Council for further discussion.

Council Member Knier noted that he was approached by a citizen asking if the City website and recordings are compliant with ADA regulations. Clay Wilfahrt indicated that Staff is actively working on determining what the City needs to do to meet ADA Compliancy.

Council Member Zettervall asked if discussion can occur during the Workshop on an item that is listed on the Consent Agenda. Staff recommended that if a Council Member wants to discuss an item on the Consent Agenda, they should request to pull the item from Consent for separate consideration.

Mayor Wallen discussed the lack of unity and communication during the Northern Metals fire in Becker last week, and asked Administrator Wilfahrt to review who is responsible at the City for critical incident communications. Wilfahrt explained that the City's designated Emergency Management Director is the Police Chief, and that specific staff person would address communications when a critical incident occurs. Council Member Hansen noted that the Incident Commander is the City's Emergency Manager, and would generally reach out to the County Public Information Officer (PIO) to help draft the messaging, and augment the situation. We would draw our resources and delegate duties. De-briefings should be held and the PIO should attend these debriefings. Mayor Wallen encouraged Council Members to allow the people in place to disseminate official communication. Wilfahrt expressed that the messaging needs to be consistent, and the City should have one point of contact for press releases. Wallen discussed the need to have a unified communication piece that provides accurate information. Hansen suggested the City reach out to Homeland Security with a request for them to provide an education segment geared towards City officials to educate them on what their role is during a critical incident.

5. **OTHER** – No other.

6. **ADJOURN**

Council Member Knier motioned to adjourn at 5:43 p.m. Seconded by Council Member Hansen, unanimous ayes, motion carried.

City Clerk

Date Approved By Council



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Gina Wolbeck, City Clerk</i>	Meeting Date: 3/11/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6C
Item Description: <i>February 26, 2020 City Council Regular Meeting Minutes</i>		Reviewed By: <i>Clay Wilfahrt, City Administrator</i>	
		Reviewed By: <i>N/A</i>	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the February 26, 2020 City Council Regular Meeting Minutes as presented.

BACKGROUND/DISCUSSION

The February 26, 2020 City Council Regular Meeting Minutes are attached for Council's review

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

Regular Meeting Minutes

**BIG LAKE CITY COUNCIL
REGULAR MEETING MINUTES
FEBRUARY 26, 2020**

1. CALL TO ORDER

Mayor Mike Wallen called the meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. ROLL CALL

Council Members present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. Also present: City Administrator Clay Wilfahrt, Finance Director Deb Wegeleben, Community Development Director Hanna Klimmek, City Engineer Layne Otteson, Police Chief Joel Scharf, City Clerk Gina Wolbeck, Liquor Store Manager Greg Zurbey, and Consultant City Planner Sara Roman from Landform.

4. OPEN FORUM

Mayor Wallen opened the Open Forum at 6:01 p.m.

George Quinn, Lake Street North – asked for City support for aesthetic improvements along Rose Drive. Quinn discussed the SSWCD upcoming tree/shrub sale noting that he will purchase items if the City will install them. Council directed Staff to review project specifics with Quinn.

Mayor Wallen closed the Open Forum at 6:05 p.m.

5. PROPOSED AGENDA

Council Member Zettervall motioned to adopt the proposed Agenda as presented. Seconded by Council Member Knier, unanimous ayes, Agenda adopted.

6. CONSENT AGENDA

Council Member Zettervall motioned to approve the Consent Agenda with the removal of item no. 6O for separate consideration. Seconded by Council Member Hansen, unanimous ayes, Consent Agenda approved. The Consent Agenda consists of: 6A. Approve List of Claims, 6B. Approve Council Workshop Minutes of February 12, 2020, 6C. Approve Regular Council Meeting Minutes of February 12, 2020, 6D. Approve Construction Proposal from Ken Geroux Construction, 6E. Accept Resignation from Community Development Administrative Assistant Trisha Lindahl, 6F. Approve Appointment of City Planner Amy Barthel, 6G. Approve Drug and Alcohol Testing for Commercial Drivers Policy, 6H. Approve Partial Release of Bruggeman Properties LLC Development Contract, 6I. Approve Nonconformity Ordinance No. 2020-01 and Summary Publication Resolution No. 2020-13, 6J. Approve Detached Accessory Buildings Ordinance No. 2020-02 and Summary Publication Resolution No. 2020-14, 6K. Approve Ordinance No. 2020-03 Establishing a Planned Unit Development Zoning District and Resolution No. 2020-15 approving the Station Street Apartments Final Plat/Final PUD Development Application, and approving Summary Publication Resolution No. 2020-16, 6L. Approve a First Amendment to Development Agreement for the Big Lake Car Condo's Final Plat Extension Request, 6M. Approve Resolution No. 2020-17 Authorizing 2020/2021 Liquor License Renewals, 6N. Approve Resolution No. 2020-18 Authorizing Speed Limit Reduction to 25 MPH on Municipal State Aid Routes of Euclid Avenue, Sherburne Avenue, and Powell Street North, and ~~6O. Approve Resolution No. 2020-19 Authorizing Parking Restriction on Municipal State Aid Route of Powell Street.~~

6O. Approve Resolution No. 2020-19 Authorizing Parking Restriction on Municipal State Aid Route of Powell Street

Council Member Zettervall questioned why we are limiting parking in this area, stating his concern that it could be burdensome to residents. Layne Otteson explained that the no parking designation is a requirement of MNDOT as the street is a State Aid route. Otteson also noted that he has fielded one concern about the proposed parking restriction, and recommended that if this is a concern we can approve now and revisit at a later date so the project can proceed with the bidding process. Council Member Knier questioned if there would be additional costs to make a change later. Otteson reviewed other alternatives including the option to widen the street improvement. Council also questioned if the City can reallocate State Aid. Otteson explained that we can't redesignate routes at this time, but that we can look at the State Aid routes next year. Council Member Johnson noted that the side streets along Powell Street do have parking available. Council also discussed concern with delaying bidding.

Council Member Zettervall motioned to approve Resolution No. 2020-19 Establishing "No Parking" on Particular Municipal State Aid Routes within the City of Big Lake. Seconded by Council Member Johnson, unanimous ayes, motion carried.

7. BUSINESS

7A. ST2020-01 Street and Utility Improvement Project – Final Plans and Specifications and Order Advertisement for Bid

Layne Otteson reviewed Final Plans and Specifications for the 2020 Street and Utility Improvement Project No. ST2020-1. Otteson reviewed the tentative project schedule, estimated costs, funding and assessment options and terms, and identified streets slated for rehabilitation and drainage improvements. Proposed ancillary work includes water service insulation, sidewalk, water main looping, street lighting and storm water quality improvements. Otteson also noted that some property owners have expressed interest in driveway replacement to be included in the project. City Staff has been communicating with property owners since last spring regarding this project. Three open houses were held in May, June, and November 2019, and valuable input was received through a questionnaire that was distributed to affected property owners. Otteson also reviewed two sidewalk workshops that were held in February to better determine the need on Euclid Avenue and Sherburne Avenue. Otteson noted that sidewalk installation on Powell Avenue has had overwhelming support. Otteson also reviewed comment taken at the December 11, 2019 public hearing at which time the City Council directed completion of the final plans and specifications. Otteson reviewed that Public Works has only been able to perform minimum repairs or replacement due to limited funding, noting that proper repair/maintenance would provide long term performance and no longer require annual maintenance. Otteson discussed the financial impact of the project which was estimated to be \$3.73 in the Preliminary Engineering Report. The project cost estimate has now been decreased to approximately \$3.21 million which includes construction and engineering costs. The construction costs will be determined when bids are opened as the bidding climate has substantial impact on pricing. The project is projected to be provided by bonds and in turn will be supported with special assessments totaling \$1.5 million of the project costs, \$100,000 from enterprise funds and local funding from MSA and levy of \$1.61 million. Otteson noted that special assessment have been reduced by an estimated 5% to 15% depending on the specific street rehabilitation process. Otteson stressed that final assessment costs are subject to the final project delivery costs at completion of construction. Opportunities to reduce costs and maintain quality will be examined throughout the project.

Council Member Johnson noted that she is disappointed that we aren't doing a sidewalk on Euclid, but understands the design issues. Johnson stated that she is happy we found a way to make a sidewalk work on Sherburne Avenue.

Council Member Knier asked how much we need to borrow for this project. Deb Wegeleben explained that the City would need to borrow the total cost, and that we would levy less the special assessments for each year. Discussion was also held that State Aid

can also be allocated, and Wegeleben reviewed our current debt obligations. Knier also asked for clarification on how we saved expenses from the original quotes. Otteson noted that there are contingencies in the original plan and Staff creatively minimized our needs. Otteson expressed that Staff will continue to look for other cost reducing opportunities in design and features. Council discussed the sidewalk proposed for County Road 43, questioning where it will lead to. Otteson explained that the sidewalk will connect up to a bituminous trail, and will improve safety in this school zone.

Council Member Knier motioned to approve Resolution No. 2019-20 approving the Final Plans and Specifications and authorizing the Advertisement of Bids for the 2020 Street and Utility Improvement Project No. ST2020-01. Seconded by Council Member Johnson, unanimous ayes, motion carried.

7B. Vision Bus Development Application – Ordinance Amendment and Conditional Use Permit

Sara Roman reviewed the planners report for the Vision Bus Development Application. The Applicant has requested a Code Amendment and Conditional Use Permit/Site Plan review for their existing transportation facility located at 16676 197th Avenue NW. The property currently houses their business offices, repair shop, fuel station, bus garages, and a small amount of bus sales. The applicant would like to utilize a greater portion of the property for displaying and selling buses, which would require an expansion of their existing paved parking area to accommodate 35 additional parking spaces for buses. Roman reviewed past approvals for the site, their current bus sales, the code amendment required to change the provision for limiting the area from 30% to 100% of the total gross floor area of the principal use, and the Conditional Use Permit/Site Plan review for outdoor storage of vehicles and to allow an increase to the number of vehicle sales on display at the site from 4 to 39 buses for sale. Roman also reviewed parking requirements, and landscaping requirements. Roman discussed the February 5th Planning Commission public hearing noting that no one other than the Applicant was in attendance and no comments were received. Roman noted that the Planning Commission did not recommend any specific changes to the CUP/Site Plan or Ordinance Amendment as proposed and unanimously recommended approval of both items.

Council Member Johnson questioned the high percentage of bus sales as an accessory use at the site, and asked for information on how much of the property will be used for their main use. Roman clarified that the principle structure is where the square footage is based from. Johnson stated she has a slight concern that the main use could possibly be perceived to be bus sales.

Council Member Zetervall motioned to approve Ordinance No. 2020-04 amending Section 1061 (I-2 General Business District) to amend the provisions for Commercial Vehicle Sales

as a Conditional Accessory Use, and approve Summary Publication Resolution No. 2020-21. Seconded by Council Member Hansen, unanimous ayes, motion carried.

Council Member Zettervall motioned to approve Resolution No. 2020-22 approving a Conditional Use Permit to allow bus sales at Vision Bus located at 16676 197th Avenue NW, Big Lake, MN. Seconded by Council Member Hansen, unanimous ayes, motion carried.

Council Member Zettervall motioned to approve the Draft Stormwater Maintenance Agreement contingent upon the City Engineer and City Attorney finalizing the Agreement prior to signature. Seconded by Council Member Hansen, unanimous ayes, motion carried.

7C. Concept Plan Review – City of Big Lake Wastewater Treatment Facility

Sara Roman reviewed the planners report for the proposed concept plan for an expansion of the existing wastewater treatment facility in Big Lake. The City of Big Lake is the Applicant and is seeking approval for a planned unit development (PUD) concept plan that is intended to allow for the orderly expansion of the facility and to bring the site into conformance with zoning regulations. Roman reviewed the history of the wastewater treatment facility that was constructed in 1981 and updated in 1996 and 1999, with a new expanded facility being constructed in 2012. The City is pursuing approval for the expansion of the facility through a rezone to PUD to both allow the new expansion as well as correct outstanding planning and zoning issues that were not addressed in 2012. The proposal will consist of internal upgrades to the treatment facility as well as some external upgrades including an additional clarifying pond and the expansion of existing fencing around the pond area. The Applicant has expressed that the improvements are necessary for the growth of the City and to address State regulatory requirements. Roman reviewed existing zoning and land use, access to the site, parking, landscaping/screening, the communications tower, and PUD flexibility being requested. Roman discussed the February 5th Planning Commission public hearing noting that no one other than the Applicant was in attendance, and that the Planning Commission did not recommend any specific changes to the Concept Plan as proposed and was comfortable providing the flexibility requested by the Applicant through the PUD. The Planning Commission did note that future screening from adjacent uses may be necessary. No comments were taken during the meeting.

7D. Freedom Rock Location Change

Layne Otteson reviewed the status of the Freedom Rock project noting that the project had initially been approved to be placed at Veteran's Memorial Park. Due to concerns that have been raised as to the selected location, Staff has been in discussions with various organizations including the Freedom Rock group, Big Lake Beyond the Yellow Ribbon, and

the Big Lake American Legion Post 147. A consensus has been reached that the southwest area of Lakeside Park is the best location to place the rock. The location is near the well house and parking lot which would allow for convenient parking, access and viewing.

Council Member Knier motioned to approve placement of a Freedom Rock in Lakeside Park to be funded by private donations and fundraising through the "Citizens for the Big Lake Freedom Rock" group. Seconded by Council Member Johnson, unanimous ayes, motion carried.

7E. Appointment of Water/Wastewater Operator II Candidate

Layne Otteson reviewed the selection process to fill the remaining vacant Water/Wastewater Operator II position. Interviews were held on February 17, 2020, and the interview panel has recommended the appointment of Bruce Frandle to fill the vacant Water/Wastewater Operator II position contingent upon a satisfactory background investigation. Otteson recommended Frandle start at Step 6 of the City's pay scale with a start date of March 9, 2020.

Council Member Johnson motioned to approve the appointment of Bruce Frandle to fill the remaining vacant Water/Wastewater Operator II position contingent upon a satisfactory background investigation. Seconded by Council Member Zettervall, unanimous ayes, motion carried.

7F. Monthly Department Reports

Deb Wegeleben provided a financial update on year-end 2019 unaudited revenues, expenditures, the Capital Improvement Plan fund, and various enterprise funds. Wegeleben also reviewed the City's outstanding debt, and reminded Council that the upcoming annual audit is scheduled for March 2-3 with the final report being presented to Council on April 22.

Greg Zurbey provided a year-end update on the municipal liquor store 2019 operations and trends. Zurbey also reported on the State Auditor's Report, and discussed the recent store interior painting project. Zurbey discussed the store's wine sale coming up in conjunction with the BLCFS fundraiser at the end of March.

Hanna Klimmek provided an update on activities in the Community Development Department. Klimmek reviewed housing/commercial development statistics/projects, and redevelopment projects. Klimmek also discussed the hiring of a new Building Official and City Planner, and provided an update on the Community Branding and Identity Design Project.

8. ADMINISTRATOR'S REPORT

Clay Wilfahrt provided an update on the recent School Superintendent interviews that he and Chief Scharf participated in, noting that the Milaca School Superintendent was chosen as the selected candidate. Wilfahrt also discussed the Northern Metals fire in Becker and explained the City's extent and involvement including providing water to help fight the fire. Wilfahrt thanked the Fire Department for their leadership and dedication during the event. Wilfahrt also reviewed the first ever Fire Department Strategic Planning event held on Saturday, and discussed the upcoming LMC Legislative Conference being held on March 19th encouraging Council to attend if their schedules allow.

9. MAYOR & COUNCIL REPORTS and QUESTIONS/COMMENTS

Mayor Wallen: Reviewed the Fire Department Strategic Planning Session.

Council Member Hansen: Discussed the Fire Department Strategic Plan Session held last weekend.

Council Member Johnson: Discussed the Commissioner of Education Meeting held at the High School, and reviewed the Lake Cleanup event held on Sunday that she participated in.

Council Member Knier: Discussed the February BLBYR Meeting.

Council Member Zettervall: Reviewed the February Parks Advisory Committee Meeting and discussed the Streets and Sidewalks workshops.

10. OTHER – No other.

11. ADJOURN

Council Member Hansen motioned to adjourn at 7:23 p.m. Seconded by Council Member Knier, unanimous ayes, motion carried.

Clerk

Date Approved By Council _____



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Deb Wegeleben, Finance Director</i>	Meeting Date: 3/11/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6D
Item Description: <i>Issuance of an Interfund Loan for the Freedom Rock Project</i>	Reviewed By: <i>Clay Wilfahrt, City Administrator</i>		
	Reviewed By: <i>Layne Otteson, City Engineer/Public Works Director</i>		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the resolution for the issuance of an interfund loan from the Infrastructure Improvement Capital Project Fund (198) to the Veterans and Other Memorial Special Revenue Fund not to exceed \$50,000 to be used for the Freedom Rock project at Lakeside Park.

BACKGROUND/DISCUSSION

A group of local community members, known as “Citizens for the Big Lake Freedom Rock, are seeking donations to establish funding for the creation of a Freedom Rock at Lakeside Park.

Staff is requesting Council’s consideration in authorizing an interfund loan up to \$50,000 between the Infrastructure Improvement Capital Project Fund and the Veterans and Other Memorial Special Revenue Fund. Staff would draw on this interfund loan as needed to complete this project. Staff is recommending that the interfund loan be at 0.00% interest rate and for a maximum of 5 years.

Donations received for the Freedom Rock project would be used to pay back any draws on the interfund loan, if donations were in excess of any draws made, the excess funds would continue to be recorded in the Veterans and Other Memorial Special Revenue fund to be used for any ongoing upkeep of the project.

FINANCIAL IMPACT

If donations are not enough to cover the project, the unreserved funds allocated in the Infrastructure Improvement Capital Project Fund would have to be used to cover the cost of the project, up to the \$50,000 stipulated with the Interfund Loan and may never be paid back.

STAFF RECOMMENDATION

For Council to approve the interfund loan for the Freedom Rock project up to \$50,000.

ATTACHMENTS

Resolution 2020-xxx Interfund Loan \$50,000

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, March 11, 2020. The following Council Members were present: Seth Hansen, Paul Knier, and Mike Wallen. Council Members Absent: Rose Johnson and Scott Zettervall. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

**BIG LAKE CITY COUNCIL
RESOLUTION NO. 2020-XX**

**RESOLUTION AUTHORIZING AN INTERFUND LOAN FOR CERTAIN COSTS IN
CONNECTION WITH THE FREEDOM ROCK LOCATED AT LAKESIDE PARK**

WHEREAS, the “Citizens for the Big Lake Freedom Rock” organization is soliciting donations from various organization and the general public for the completion of the Freedom Rock; and

WHEREAS, the City of Big Lake (City) is maintaining a special revenue fund for donations received for the completion of the Freedom Rock; and

WHEREAS, in order to finance the costs associated with the completion of the Freedom Rock, the City intends to advance funds from the Infrastructure Improvement Capital Project Fund to the Veterans and Other Memorial Special Revenue Fund; and

WHEREAS, the City desires, by this Resolution, to document the loan and to express the terms and conditions of the loan.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Big Lake, Minnesota, that:

1. The maximum principal amount of the loan to be made is \$50,000.
2. Interest shall be at the rate of 0.0% per year until the loan is repaid.
3. Donations received for the Freedom Rock will be applied to any outstanding principal amount of the loan on a yearly basis.
4. The term of the loan shall be until the earlier of the following: (i) when the principal amount of the loan has been paid in full; or (ii) five years.

BE IT FURTHER RESOLVED that.

Adopted by the Big Lake City Council this 11th day of March, 2020.

Mayor Mike Wallen

Attest:

Gina Wolbeck, City Clerk

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

DRAFTED BY:
City of Big Lake
160 Lake Street North

STATE OF MINNESOTA)
)SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ____ day of March, 2020 by Mike Wallen and Gina Wolbeck, the Mayor and City Clerk respectively of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public



AGENDA ITEM

Big Lake City Council

Prepared By: Corrie Scott, Recreation and Communication Coordinator	Meeting Date: 3/11/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6E
Item Description: Parks Advisory Committee Bylaws Revision	Reviewed By: Clay Wilfahrt, City Administrator		
	Reviewed By: Hanna Klimmek, Community Development Director		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving suggested changes to the current Parks Advisory Committee Bylaws.

BACKGROUND/DISCUSSION

City staff recently discovered that the Parks Advisory Committee Bylaws are not up to date with how the Committee is currently operating. Staff consulted with the League of Minnesota Cities to review what other Parks Advisory Committees have in their Bylaws and to ensure that any changes made are in line with Minnesota State Statute. At the February 24, 2020 regular Parks Advisory Committee Meeting, staff brought the suggested changes to the group for discussion and the Committee motioned to provide a recommendation to the City Council asking that they approve the suggested revisions to the Parks Advisory Committee Bylaws.

Some items that were addressed in the suggested changes to the current Parks Advisory Committee Bylaws include term status, performance criteria, regular meetings, conduct of business at meetings, and powers and duties. Attached are the current Parks Advisory Committee Bylaws with suggested changes and comments on why the changes are suggested.

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

Approve suggested changes to the current Parks Advisory Committee Bylaws.

ATTACHMENTS

Parks Advisory Committee Bylaws - Suggested Changes

**BYLAWS
OF
BIG LAKE PARKS ADVISORY COMMITTEE**

Adopted February 13, 2002

PREAMBLE

The Big Lake Parks Advisory Committee (PAC) was created in Ordinance #2002-03, an act of the Big Lake City Council to: (1) serve as a liaison between city government and the community, (2) serve as a resource for a new and existing neighborhoods, groups, and civic organizations seeking information concerning the Big Lake park system, (3) to assist city government in setting open space, land acquisition and development policies, (4) to serve as a body to make recommendations to the City Council relating to specific parks, trails/sidewalks, and open space development, and, (5) to assist City Council in researching a variety of funding sources for the Capital Improvement Program and related park development.

ARTICLE 1. NAME

Section A. Name – The legal name of the organization is the “Big Lake Parks Advisory Committee”.

Section B. Office – The Office of the Big Lake Parks Advisory Committee is at 160 Lake Street North, Big Lake, Minnesota 55309.

ARTICLE 2. OFFICERS

Section A. Officers – The Officers of the Big Lake Parks Advisory Committee shall be a Chair, Vice-Chair and a Secretary. The City Administrator or his/her designee shall serve as Secretary of the Committee.

Section B. Chair – The Chair of the Committee shall be appointed for a one-year term in January, by majority vote of the City Council after considering the recommendation of the Committee. The duties of the Chair may include:

1. Review and approval of meeting agendas.
2. Presiding at meetings.
3. Participating with the City Council in the selection of Committee members.
4. Semiannual reporting to the City Council.
5. Representation of the Committee as appropriate.

Section C. Vice Chair – The Vice-Chair shall be selected annually by the Committee and shall perform the duties of the Chair in his/her absence. The Vice-Chair shall assume such other duties as assigned by the Chair.

Section D. Secretary – The City Administrator or his/her designee shall act as the Secretary and shall be responsible for recording and compiling a written summary of all official activities of the Committee.

Section E. Appointment – The Committee shall consist of seven (7) members, appointed by the Big Lake City Council for a term of three (3) years from January 1 to December 31. The Committee shall be representative of the citizens who live in Big Lake. Committee members may serve based upon attendance and participation, continued residence in Big Lake and in accordance with the term limit policy established by the City Council.

Commented [CS1]: We haven't been keeping track of terms since 2007. These need to be decided and followed. According to City of Big Lake Ordinance 2002-03, we are only to have 7 members on the Parks Committee.

Section F. Membership - The Committee shall consist of seven (7) members, one of whom shall be a member of the City Council and another from the Planning Commission. The following shall constitute the present members of the Committee, whose terms shall expire as indicated:

<u>Name</u>	<u>Term Ending</u>
Seat "A" - Chair	December 31, 20 02
Seat "B" - Vice Chair	December 31, 20 10 3
Seat "C"	December 31, 20 10 3
Seat "D"	December 31, 20 20 4
Seat "E"	December 31, 20 20 4
Seat "F" - City Council Member	Appointed annually
Seat "G" - Planning Commission Member	Appointed annually

Section G. Vacancies – If the office of Chair becomes vacant the City Council shall appoint a replacement after considering the recommendations of the Committee. If the Office of Vice-Chair becomes vacant, the Committee shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office. Should a member resign, or other wise vacate a seat on the Committee, Big Lake City Council shall appoint a replacement to complete the term.

The selection of the Chair or Committee member will be filled by appointment of the City Council.

~~Section H. Performance Criteria – Annually the Committee shall perform a written self-evaluation on the following:~~

- ~~1. Implementation of the preamble.~~
- ~~2. Achievement of goals and objectives.~~
- ~~3. Compliance with bylaws.~~
- ~~4. Formulation of proposals and recommendations and overall accomplishments.~~
- ~~5. Visitation of subject sites as applicable.~~
- ~~6. Members personal attendance record.~~

~~The Committee shall forward this evaluation to a review committee comprised of the staff member assigned to the Committee, City Administrator, Mayor, and one member of the City Council. The review Committee shall present this report and any additional comments to the City Council by the first week of December for action and recommendation at the annual meeting in accordance with Council Bylaws.~~

Section H. Conflict of Interest – Members with a financial or vested interest with an applicant, application, proposal, policy, or other committee issue shall disclose the relationship before participating in discussion about the issue. If the conflict is deemed to be significant, the member shall refrain from discussion and voting on such issue. If the conflict involves the presiding officer, he/she shall disqualify him/herself from discussion and pass the gavel to the Vice-Chair or a member who has no conflict. He/she may resume the chair once the issue has been dispatched.

Section I. Code of Conduct – Committee members will adhere to the following:

1. Committee member's opinion pertaining to a function, organization or specific application or issue shall not be given to the public or media unless there is a clear qualification that the opinion is that of
2. the member and not the official opinion of the committee or the City. If a Committee member gives or represents the opinions of the Committee, he/she shall do so only after receiving the official direction from the Committee.

Commented [CS2]: This portion is not necessary to be included in Bylaws. We also haven't been practicing this portion of the Bylaws.

2. The conduct of Committee members shall reflect positively upon the Committee, individual member and city.
3. Committee members shall avoid any actual or apparent impropriety.

Section ~~JK~~. Removal of Members of Committee - The City Council shall have the power to remove any member of the Committee for misconduct, neglect of or inattention to his/her Committee duties, failure to attend meetings, and/or as determined by the City Council.

ARTICLE 3. MEETINGS

Section A. Regular Meetings – In conformance with the Minnesota Open Meeting Law all meetings of the committee are open to the public. Regular meetings shall be held on the ~~second-fourth~~ Monday of each month at 6:30 p.m. at Big Lake City Hall, 160 Lake Street North, Big Lake, Minnesota. In the event that such a date shall fall on a legal holiday, the meeting shall be held on the next succeeding day. Regular meetings may be rescheduled, canceled or changed depending upon unique circumstances and subject to the approval and consent of both the Chair and/or Vice-Chair.

Section B. Notification – All regular meetings of the Committee shall be noticed by:

1. Posting at city hall for at least two (2) days prior to the meeting.
2. A copy of the notice, agenda and accompanying materials shall be received by the Committee, City Council, staff and others designated by the City Council, no later than the Friday prior to the Monday meeting and in no case later than two (2) days prior to a special meeting.

Section C. Special Meetings – Special Meetings of the Committee may be called by the Chair, or two (2) members of the Committee for the purpose of transacting any business designated in the call. Staff may recommend calling a special meeting, but must receive approval from either the chair or two members of the Committee. The call for a special meeting may be delivered prior to the time of the proposed meeting to each Committee member of the Committee at least two (2) days prior to the special meeting. At such meetings, no business shall be considered other than as designated in the call. The notification provisions of Section B of the article shall be followed.

Section D. Quorum for Regular and Special Meetings – A majority of Committee members shall constitute a quorum for the purpose of conducting its business, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Committee upon a vote of a majority of the Committee present.

~~Section E. Conduct of Business at Meetings – The agenda for a regularly scheduled meeting shall include the following in order of business:~~

- ~~1. Call to Order~~
- ~~2. Approval of minutes of previous meeting(s)~~
- ~~3. Old Business~~
- ~~4. Other Business~~
- ~~5. Staff Update~~
- ~~6. New Business~~
- ~~7. Adjournment~~

Commented [CS3]: Remove this section. It is unnecessary to keep in the Bylaws. Corrie hopes to make Meeting Agendas consistent with Council, Planning, and BLEDA's format:
1.Call to Order
2.Roll Call
3.Adopt Agenda
4.Approve Minutes
5.Business
6.Other
7.Adjourn

Section ~~E~~F. Voting – All members of the Committee have equal voting authority.

ARTICLE 4. SCOPE OF POWERS AND DUTIES

Section A. Powers and Duties – The Committee shall act in an advisory capacity to the Big Lake City Council and shall advise the City Council on Park matters identified in the preamble or as assigned to the committee by the City Council. ~~Semiannually~~Annually, or as otherwise required by the City Council, the Committee Chair shall give an accounting of the Committee's activities with respect to its goals and objectives before the City Council. Additionally, specific powers, duties and responsibilities may be assigned to the Committee upon approval of the City Council.

Commented [CS4]: This is done once a year at the annual Joint Committee Meeting.

Section B. Subcommittees – The Committee may divide its membership into Subcommittees as it deems necessary to implement its goals and objectives.

ARTICLE 5. AMENDMENTS

Section A. Amendments – These bylaws shall be reviewed by the Committee annually. The Committee may recommend revised bylaws to the City Council for final approval.



AGENDA ITEM

Big Lake City Council

Prepared By: Corrie Scott, Recreation and Communication Coordinator	Meeting Date: 3/11/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6F
Item Description: Parks Advisory Committee Status of Terms Revision Approval	Reviewed By: Clay Wilfahrt, City Administrator <hr/> Reviewed By: Hanna Klimmek, Community Development Director		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving a revision to the Parks Advisory Committee Status of Terms.

BACKGROUND/DISCUSSION

In January of 2020, City staff noticed that there hasn't been any record of incoming and outgoing Parks Advisory Committee Members and their term statuses since 2007. After reviewing the Parks Advisory Committee Bylaws, it was recognized that two Parks Committee seats are appointed annually and the remaining five Parks Committee seats should have staggering terms of three years before being re-appointed to the Parks Advisory Committee. To become in compliance with the current Parks Advisory Committee Bylaws, staff recommended that the Parks Advisory Committee discuss the Status of Terms and come to an agreement for each current Seat cited in the Bylaws to reflect a current Member of the Committee.

At their regular meeting on February 24, 2020, the Parks Advisory Committee motioned to provide a recommendation to the City Council asking that they approve a revision to the Parks Advisory Committee Term Schedule below:

<u>Denise McDowall-Seyko</u> Seat "A"	Original Appointment: 05/2002 Current Term Expires: 12/31/2020 Current Title: Chair
<u>Laura Talvitie</u> Seat "B"	Original Appointment: 06/2017 Current Term Expires: 12/31/2021 Current Title: PAC Member
<u>Shane Fisher</u> Seat "C"	Original Appointment: 04/2018 Current Term Expires: 12/31/2021 Current Title: PAC Member
<u>Doug Peterson</u> Seat "D"	Original Appointment: 02/2016 Current Term Expires: 12/31/2022 Current Title: Vice-Chair

Jason Brevig

Seat "E"

Original Appointment: 01/2020
Current Term Expires: 12/31/2022
Current Title: PAC Member

Scott Zettervall

Seat "F"

(City Council Member)

Original Appointment: 07/2019
Current Term Expires: (Appointed Annually)
Current Title: PAC Member

Scott Marotz

Seat "G"

(Planning Commissioner)

Original Appointment: 08/2004
Current Term Expires: (Appointed Annually)
Current Title: PAC Member

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends that Council consider and approve a revision to the Parks Advisory Committee Status of Terms.

ATTACHMENTS

N/A



AGENDA ITEM

Big Lake City Council

Prepared By: Corrie Scott, Recreation Coordinator	Meeting Date: 3/11/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6G
Item Description: 2020 Recycling Day Event	Reviewed By: Clay Wilfahrt, City Administrator Reviewed By: Hanna Klimmek, Community Development Director and Deb Wegeleben, Finance Director		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the following for the annual Recycling Day Event scheduled on May 16, 2020:

1. 2020 City/Township Score Grant Agreement in the amount of \$10,089.00.
2. Participation Agreement with Big Lake Township.
3. Set a Special Council Gathering on May 16, 2020 from 7am to 3pm at the Big Lake Township Maintenance building located at 20150 166th Street, Big Lake, MN.

BACKGROUND/DISCUSSION

The 2020 City/Township Recycling Day event will be held on Saturday, May 16th from 8am to 2pm at the Big Lake Township Maintenance building located at 20150 166th Street, Big Lake, MN. The City has been awarded a SCORE grant in the amount of \$10,089.00 to help defray the costs of the Recycling Day event. The grant Agreement is attached for Council consideration.

The annual event is a joint effort of the City of Big Lake, Big Lake Township, and Orrock Township. Big Lake Township is responsible for the financial management of the event and is asking both the City of Big Lake and Orrock Township to approve the attached Participation Agreement that lays out financial commitments for each entity and payment of invoices for the event.

FINANCIAL IMPACT

Grant dollars totaling \$10,089.00 towards the City's costs incurred for the 2020 Recycling Day Event.

STAFF RECOMMENDATION

Approval of the 2020 City/Township Score Grant Agreement and the Joint Participation Agreement with Big Lake Township.

ATTACHMENTS

- 2020 City/Township Score Grant Agreement
- 2020 Participation Agreement

Sherburne County
“City/Township Recycling Day Events”
2020 Grant Agreement

WHEREAS, the County of Sherburne, State of Minnesota, (hereinafter, “the County”) has received certain grant funds from the State of Minnesota for the purpose of enhancing recycling, waste reduction, and landfill abatement efforts;

WHEREAS, the City of Big Lake conducts an annual “Recycling Day” event at which City residents can drop certain recyclable and waste materials at a designated location on City property and the City or its contractors will recycle or dispose of the waste;

WHEREAS, the City has submitted an application for SCORE funds to defray the costs of the Recycling Day event;

WHEREAS, the County has determined that the Recycling Day Event Application submitted by the Grantee promotes the above;

NOW, THEREFORE, the parties hereby agree as follows:

1) DEFINITIONS:

The terms used in this Agreement shall have the same meaning as provided in Section 2 of the County’s Solid Waste Management Ordinance (Ordinance 180), unless otherwise specifically provided herein.

2) The **GRANTOR** of said funds is the Sherburne County Zoning Department, 13880 Business Center Drive, Elk River, Minnesota 55330. The contact person is the County Solid Waste Administrator, (763) 765-4450.

3) The **GRANTEE** is: **City of Big Lake**
 160 Lake St N
 Big Lake, MN 55309

4) GRANT AMOUNT:

The purpose of the Grant is to reimburse Grantee, up to a sum not to exceed the amount of **\$10,089**, provided that all terms and conditions as set forth in this Recycling Day Agreement are fulfilled, in total, by the Grantee. Grant funds shall be paid to the Grantee only after Grantee has verified to the County’s satisfaction that such sums were expended for the purposes identified in Grantee’s 2020 SCORE Grant Application and in Sections 5 and 6 below. If the program or project deviates from that as specifically presented in the grant application materials, the Grantee must obtain the express consent of the County or the reimbursement may be denied.

5) ITEMS ELIGIBLE FOR REIMBURSEMENT:

Only the following solid waste collected for resource recovery and recyclable materials collected for recycling during the scheduled Recycling Day Event are eligible for reimbursement:

- 5.1) Covered Electronic Devices (Electronics), as defined in Minn. Stat. § 115A.1310, subd. 7.
- 5.2) Scrap Metal
- 5.3) Waste Tires
- 5.4) Fluorescent Bulbs
- 5.6) Major Appliances
- 5.7) Motor Oil
- 5.8) Motor Oil Filters
- 5.9) Automotive Batteries
- 5.10) Vinyl Siding
- 5.11) For all other items collected during the Recycling Day Event, the Grantor shall not provide the Grantee any reimbursement unless the Grantee receives specific prior written authorization from the Grantor.
- 5.12) Grantee shall require a certificate of recycling from all vendors and shall submit that certificate with the invoices to the Department.

6) ADVERTISEMENT

The Grantor shall reimburse the Grantee for reasonable expenses pertaining to advertising and publicizing the Recycling Day Event; however, a copy of the advertisement(s) and a copy of the original invoice(s) shall be submitted to the Grantor in order to be eligible for reimbursement.

7) REIMBURSEMENT

The Grantee shall be reimbursed for up to 100% of the total eligible costs incurred by the Grantee in conducting the Recycling Day Event, in an amount not to exceed the Grant amount, as provided in this Agreement after verification by the Grantee to the Grantor that all claimed costs and expenses were incurred by the Grantee in collecting, transporting and disposing of eligible materials identified in Section 5 above as part of conducting the Recycling Day Event. Furthermore, the Grantee shall certify and warrant to the Grantor that all such monies received from the Grantor are solely to reimburse the Grantee for costs and expenses incurred in conducting the Recycling Day Event pursuant to the terms and conditions of this Agreement. The total obligation for all reimbursements to the Grantee under this Agreement shall not exceed the amount identified in Section 4 above. All recycling reimbursement requests shall include a Proof of Recycling, such as an invoice or certificate from the contracted Recycling Facility or Hauler.

8) COVERED ELECTRONIC DEVICE

The Grantee shall not permit or allow any collection or disposal of Covered Electronic Devices to or by any person, whether natural, corporate or otherwise, unless that person is registered with the Minnesota Pollution Control Agency as a "Collector", as defined in Minn. Stat. § 115A.1310, subd. 4 and/or a "Recycler", as defined in Minn. Stat. § 115A.1310, subd. 14.

9) INELIGIBLE ITEMS

The following items and activities shall not be eligible for reimbursement:

- 9.1) Labor costs related to the Recycling Day event
- 9.2) Any costs relating to the transportation, collection and disposal of Mixed Municipal Solid Waste (MSW) that is delivered to a landfill.
- 9.3) Any costs relating to the transportation, collection and disposal of Construction and Demolition Waste (C&D)
- 9.4) Any costs relating to the transportation, collection and disposal of Commercial and Industrial Waste
- 9.5) All other costs associated with conducting a Recycling Day event unless prior written authorization from the Grantor has been given.

10) RESIDENCY

The Grantee shall undertake all reasonable efforts to ensure that all participants of the Recycling Day Event reside within Sherburne County.

11) ANTI-SCAVENGING

Persons or organizations other than a Hauler, licensed pursuant to Section 4.0 of the Sherburne County Solid Waste Management Ordinance, shall not collect solid waste at a scheduled Recycling Day Event. Participants and staff persons who participate in the Recycling Day Event shall not be permitted to take or remove any items deposited at the Recycling Day Event for their own personal use.

12) RECORDS

Grantee's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Grantee agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made, or longer if any audit in progress requires a longer retention period. The Grantee further agrees to provide to the County Solid Waste Administrator all information requested regarding recycling efforts in the County for the purpose of meeting SCORE legislation objectives.

13) DATA PRACTICES

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the Grantee's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq., or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. Grantee agrees to abide by these statutes, rules and regulations and as they may be amended.

14) WORKER'S COMPENSATION

Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2 pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Worker's Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the County's obligation or responsibility.

15) JOINT VENTURE

Neither the provision of this grant, not this Agreement, constitutes or creates a joint venture or enterprise between the Grantee and Grantor.

16) INDEMNIFICATION

The Grantee shall hold harmless the County and its officers, agents, employees, and designates from any and all damages, liability or costs arising from the project identified in its Application and this Agreement. This paragraph does not diminish, with respect to any third party, any defense, immunity or liability limit that the County or the Grantee may enjoy under law.

17) GENERATOR

The Grantee agrees that the County of Sherburne and its officers, agents, and employees, is not the generator of any of the items collected, processed, or disposed of during any Recycling Day Event.

18) DISPOSAL

All items collected during a Recycling Day Event must be properly marketed or disposed of according to applicable federal, state, and local regulations and Sherburne County Ordinances. The Grantee must maintain, for a period of five (5) years, records pertaining to the ultimate disposal of all items collected during the Recycling Day Event, and produce these records to the Grantor upon request.

19) FINAL REPORT

The "2020 Recycling Day Report" shall be completed by the Grantee on a form provided by the Grantor, and shall reflect the accurate expenses incurred by the Grantee during the Recycling Day Event. This report shall include copies of all receipts and invoices which have been properly itemized and submitted for reimbursement. The "2020 Recycling Day Report" shall be mailed to the Grantor by the Grantor prior to June 30, 2020. The "2020 Recycling Day Report" and all invoices and receipts shall be returned to the Grantor by the Grantee prior to July 31, 2020. Reimbursement for eligible costs incurred during the Recycling Day event is contingent upon verification that the "2020 Recycling Day Report" is complete and accurate.

20) ADDITIONAL CONDITIONS

- A. In the event that the total reimbursement under this Agreement following Grantee's spring Recycling Day event is less than the total grant amount provided in Section 4, Grantee may request to utilize the remaining grant funds for conducting a subsequent Recycling Day Event

during calendar year 2020. Any such request shall be made in writing to the County Solid Waste Administrator prior to July 31, 2020 and will be subject to approval by the County Board of Commissioners in the County's sole discretion. Any approval issued by the County to use the remaining grant funds during calendar year 2020 shall be subject to the terms and conditions of this Agreement, unless the parties otherwise agree in writing.

- B. Grantee agrees that the use of SCORE monies shall be pursuant to Minnesota State Statute 115A.557. The parties shall further abide by all Federal, State or local laws; statutes, ordinances, rules and regulations pertaining to this Agreement and this Agreement shall be construed in accordance with the substantive and procedural laws of the State of Minnesota.
- C. Unless earlier terminated by either party with or without cause by giving the other party thirty (30) days written notice, this Agreement shall terminate once the County has reimbursed Grantee the maximum amount of available SCORE Funds pursuant to this Section 4. Sections 12, 13, 16, 17, 18 and 20(B) shall survive termination of this Agreement.

GRANTEE:

City of Big Lake Authorized Representative

Date

COUNTY OF SHERBURNE:

County Vice Chair

Date

ATTESTED TO:

Clerk of the County Board

Date

Agreement approved by County Attorney's Office

**Big Lake Township, City of Big Lake & Orrock Township
Joint Recycle Day Event**

Participation Agreement

The **CITY OF BIG LAKE** agrees to participate in the 2020 Joint Recycle Day on:

Saturday, May 16, 2020
Gates Open 8:00AM to 1:00PM
Big Lake Township Maintenance Bldg.
20150 166th Street
Big Lake, MN 55309

The City of Big Lake agrees to pay in full, within 30 days of receipt, an invoice from the Town of Big Lake (Big Lake Township), for the City of Big Lake's portion of the 2020 Joint Recycle Day event.

The invoice will be calculated, based on City of Big Lake resident participation percentage of the total cost of vendor/hauler services, supplies, and administrative costs of the 2020 Joint Recycle Day event.

By signing this agreement, the City of Big Lake agrees to all items listed above.
Please return this signed agreement no later than March 11, 2020.

Signature

Printed Name

Date



AGENDA ITEM

Big Lake City Council

Prepared By: Hanna Klimmek, Community Development Director	Meeting Date: 3/11/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6H
Item Description: Appointment of Chief Building Official	Reviewed By: Clay Wilfahrt, City Administrator		
	Reviewed By: Deb Wegeleben, Finance Director		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving an offer of employment to Patrick Moonen for the Chief Building Official position.

BACKGROUND/DISCUSSION

Staff is requesting that Council authorize the hiring of Patrick Moonen – Chief Building Official.

The Chief Building Official position is a Grade 15 position. Patrick’s starting salary will be at a step 9 on the City’s pay scale.

Patrick has been the Chief Building Official for the City of Lino Lakes since 2009.

Patrick will begin his employment with the City of Big Lake on Monday, March 30, 2020 contingent upon a successful background check that is currently in process.

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends that Council consider and approve an offer of employment to Patrick Moonen for the Chief Building Official position.

ATTACHMENTS

N/A



AGENDA ITEM

Big Lake City Council

Prepared By: Hanna Klimmek, Community Development Director	Meeting Date: 3/11/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 61
Item Description: Appointment of Full-Time Administrative Assistant	Reviewed By: Clay Wilfahrt, City Administrator		
	Reviewed By: Deb Wegeleben, Finance Director		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving appointing Sandra Petrowski to the full-time Community Development Administrative Assistant position.

BACKGROUND/DISCUSSION

Staff is requesting that Council authorize the appointment of Sandra Petrowski to fill the Full-Time Administrative Assistant position within the Community Development Department.

The Administrative Assistant position is a Grade 7 position. Sandra’s hourly rate is at a step 9 on the City’s pay scale as Sandra has been employed by the City of Big Lake since 1996.

Sandra will reinstate her full-time employment status with the City of Big Lake on Monday, March 16, 2020.

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends that Council consider and approve the appointment of Sandra Petrowski to the full-time Community Development Administrative Assistant position.

ATTACHMENTS

N/A



AGENDA ITEM

Big Lake City Council

Prepared By: Hanna Klimmek, Community Development Director	Meeting Date: 3/11/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6J
Item Description: DEED Community Certification Program – Telecommuter Forward!	Reviewed By: Clay Wilfahrt, City Administrator <hr/> Reviewed By: N/A		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving a Resolution in Support of Telecommuting Opportunities and the Telecommuter Forward Certification.

BACKGROUND/DISCUSSION

DEED’s Office of Broadband Development is now accepting applications to a new economic development tool to help promote the vitality of Minnesota’s rural communities – Telecommuter Forward!

The Telecommuter Forward! Program was presented to the Minnesota Legislature by DEED’s Broadband team last session. It passed with overwhelming bipartisan support and was signed by Governor Tim Walz in May.

Since 2014, DEED has awarded over \$85Million in broadband infrastructure grants to fund 100 projects across Minnesota, with the goal of border-to-border broadband access. The City of Big Lake has benefited greatly from this funding.

The Telecommuter Forward! Community Certification expands upon these efforts by allowing communities to promote themselves as destinations for Minnesotans who are interested in telecommuting.

Approval of the proposed Resolution will allow the City of Big Lake to become a Telecommuter Forward! Certified Community. Sherburne County approved the same Resolution on January 21, 2020 during their County Board Meeting.

The Big Lake EDA discussed the Telecommuter Forward! Certification during their meeting on February 10, 2020 and they are recommending the City Council approves a Resolution.

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends that Council consider and approve a Resolution in Support of Telecommuting Opportunities and the Telecommuter Forward Certification.

ATTACHMENTS

DEED Press Release
 Resolution

Permalink: <http://mn.gov/deed/newscenter/social-media/deed-developments/index.jsp?id=1045-416059> (<http://mn.gov/deed/newscenter/social-media/deed-developments/index.jsp?id=1045-416059>)
[View entire list](#)

DEED Begins New Community Certification Program: Telecommuter Forward!

1/14/2020 7:56:55 AM



We're pleased to roll out a new economic development tool to promote the vitality of Minnesota's rural communities – Telecommuter Forward! We know that fast, reliable broadband access improves quality of life, makes businesses more competitive, and provides career opportunities for our Greater Minnesota workforce. Friendly telecommuting policies build on those strengths by adding new potential for startup creation among rural entrepreneurs, co-working spaces that spark creativity, and new opportunities for civic engagement and collaboration.

The Telecommuter Forward! Program was presented to the Minnesota Legislature by DEED's Broadband team last session. It passed with overwhelming bipartisan support and was signed by Governor Tim Walz in May.

DEED's [Office of Broadband Development](https://mn.gov/deed/programs-services/broadband/) (<https://mn.gov/deed/programs-services/broadband/>) is now accepting applications for Telecommuter Forward! Community certification. To become certified in the Telecommuter Forward Program, Minnesota cities, villages, towns, or counties must adopt a resolution that includes a statement of support and commitment to promote telecommuting. The Office of Broadband Development has created a [model resolution](https://mn.gov/deed/programs-services/broadband/telecommuter-forward/) (<https://mn.gov/deed/programs-services/broadband/telecommuter-forward/>) to help get you started.

Since 2014, DEED has awarded over \$85 million in broadband infrastructure grants to fund 110 projects across Minnesota, with the goal of border-to-border broadband access. The Telecommuter Forward! Community certification expands upon these efforts by allowing communities to promote themselves as destinations for Minnesotans interested in telecommuting.

For more information about the application process for Telecommuter Forward! certification, contact the Office of Broadband Development at deed.broadband@state.mn.us (<mailto:deed.broadband@state.mn.us>) or 651-259-7610.

We're planning to recognize our first certified community in February – and there will be more information to come.

– Commissioner Steve Grove

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on March 11, 2020. The following Council Members were present: Seth Hansen, Paul Knier, and Mike Wallen. Council Members absent: Rose Johnson and Scott Zettervall. A motion to adopt the following resolution was made by Council Member and seconded by Council Member

**CITY OF BIG LAKE
RESOLUTION NO. 2020-XX**

**A RESOLUTION IN SUPPORT OF TELECOMMUTING OPPORTUNITIES
AND TELECOMMUTER FORWARD CERTIFICATION**

WHEREAS, the City of Big Lake supports and commits to promote the availability of telecommuting options; and

WHEREAS, the City of Big Lake hereby appoints Hanna Klimmek, Community Development Director, as the single point of contact for coordinating telecommuting opportunities within the City of Big Lake including the following responsibilities:

1. Coordination and partnership with broadband providers, realtors, economic development professionals, employers, employees, and other telecommuting stakeholders.
2. Collaboration with broadband providers and employers to identify, develop, and market telecommuter-capable broadband packages.
3. Communication and partnership with broadband providers and economic development professionals to develop common goals.
4. Promotion of telecommuter-friendly workspaces, such as business incubators with telecommuting spaces, if such a workspace has been established in the political subdivision at the time the political subdivision adopts the resolution.
5. Familiarity with broadband mapping tools and other state-level resources.
6. Maintaining regular communication with the state broadband office.

7. Making regular reports to the City Council of the City of Big Lake.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the City of Big Lake to support telecommuting opportunities for the City of Big Lake in its application for Telecommuter Forward! Community certification.

Adopted by the Big Lake City Council this 11th day of March, 2020

Mayor Mike Wallen

Attest:

Gina Wolbeck, City Clerk

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

STATE OF MINNESOTA)
)SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ____ day of March 2020, by Mike Wallen and Gina Wolbeck, the Mayor and City Clerk respectively of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Deb Wegeleben, Finance Director</i>	Meeting Date: 3/11/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6K
Item Description: <i>Civic Systems, LLC Financial Software Contract</i>		Reviewed By: <i>Clay Wilfahrt, City Administrator</i> Reviewed By: <i>N/A</i>	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the Civic Systems, LLC Contract for the purchase of new financial software, contingent upon City Attorney review and recommended changes.

BACKGROUND/DISCUSSION

As discussed at the 02/26/2020 workshop, the City’s financial software is in need of replacement. Recently staff viewed three (3) different financial software demonstrations for the financial recording as well as payroll, timecard, budgeting, building permits and utility billing to replace the current software that the City uses. Banyon, the current software, has reached the point that the City has out grown its capabilities. Banyon runs on Access, which does cause problems with reliability as well as storage capability for data. The current software does not have the capability to be utilized through the web and therefore the city would need to constantly upgrade the server to host this software. The software that best meet the needs of the staff was Civic Systems Connect software. Civic Systems will provide the opportunities for the city to go paperless through the software Workflow programs through each module as well as streamline several processes. Some of the key advantages of Civic Systems Connect are as follows:

1. Program Language and Database is written in Microsoft’s latest programming language and allows for SQL database.
2. Electronic workflow which will be beneficial for cross training.
3. Each user will be able to customize their own screen based on individual preference and will follow the user’s sign-in regardless what computer they are using.
4. On all reports there is the ability to drill down to see the detail of each transaction as well as exporting each report to either PDF, Excel, or Word.
5. There is the ability to attach images or files to customers account for viewing in inquiry or edit screens.
6. The electronic workflow approvals will allow for an electronic paper trail for tracking items still awaiting approvals.
7. Software for life assures that the City will never be on an old version.
8. miViewPoint will provide real time view only access to pertinent financial, payroll, accounts payable, utility billing and permits.
9. With utility billing payments made to a customer account show in real time; this will be especially useful on shut-off days.
10. Shut-off procedures will be stream-lined with the phone app/GIS directly to public work employees in the field, creating a must less stressful situation for all concern.

11. For building permits, inspections can be electronic routed with the phone app/GIS. In addition, in the very near future individual will be able to apply, pay and sign for the administrative permits, such as a furnace replacement, with no need to come into City Hall. The individual will also be able to schedule inspections online.
12. Will also be able to electronic route all service orders, such as pot-hole repairs, to the public works department.
13. GIS system can locate and show pictures of property, meter location for public works, code enforcement, etc.
14. With the capability to be web hosted, in the event of an emergency that prohibited staff from coming into City Hall, staff would be able to process claims, payroll, permits, utility billing, etc. remotely.

The upfront cost to implement new software can be expensive, however there will be savings due to efficiencies. As with any software package, there will continue to be annual support costs and annual hosting fees, but again, will provide a savings in employee time that we currently experience due to the limitations of our current outdated software. The upfront cost has been budgeted in the CIP – Computer replacement fund and the increase annual support cost has been built into the 2021 – 2024 concept budgets.

The software proposal received is for 8 concurrent users and unlimited view only users. It also includes a discount. In addition, if we do not add all modules at one time, Civic system will honor the prices for three (3) years. Following is the investment summary for the purchase of the new software.

License Fee – 8 concurrent users less discount	\$ 72,720
Training	18,300
Conversion	27,150
On-site assistance	3,600
Total Investment	\$121,770
Annual Support fee including hosted fee –for future budgets	\$ 23,334

At the workshop, Council directed staff to obtain a contract with Civic Systems, LLC for the core module and wait on the Payroll Add On and Planning and Zoning modules until future years. Staff was directed to bring the contract forward for approval at the March meeting so that implementation can begin in June or July of this year and to have completed the implementation by the end of 2020.

FINANCIAL IMPACT

The project will be funded with CIP funds that have been allocated for replacement of financial software. Future budgets will reflect the annual support fee.

STAFF RECOMMENDATION

Approve the contract with Civic Systems, LLC for new financial software contingent upon City Attorney review and recommended changes.

ATTACHMENTS

Computer Software and Service Contract with Civic Systems, LLC

Computer Software and Services Contract

City of Big Lake

Prepared by Civic Systems, LLC



civicsystems

strong software, strong community

A SUBSIDIARY OF BAKER TILLY VIRCHOW KRAUSE, LLP

Civic Systems, LLC
Ten Terrace Court
P.O. Box 7398
Madison, WI 53707-7398
Phone: 888.241.1517
Fax: 608.249.1050
mlaesch@civicsystems.com
www.civicsystems.com

March 3, 2020

Contract Agreement

This "Contract Agreement" is made this _____ day of _____ 2020 ("Effective Date") by and between the **City of Big Lake**, 160 Lake Street North, Big Lake, MN 55309 and **Civic Systems, LLC**, Ten Terrace Court, Madison, Wisconsin 53707-7398.

1. Definitions

For purposes of this Contract Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" - Will denote the City of Big Lake, MN.
- B. "Civic" - Will denote Civic Systems, LLC.
- C. "Services" – Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" –Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" – Will denote any goods or services produced by a third-party entity other than Civic.
- F. "Accident" – Will denote an unexpected happening at the Client's premises causing loss or injury which is not due to any fault or misconduct on the part of the person injured.

2. Contract Agreement

The following Attachments are a part of this Contract Agreement:

- A. Cost Detail
- B. Conversion Services
- C. Caselle Software License Agreement
- D. Civic Support Agreement
- E. Secured Cloud Services Agreement

A separate contract agreement will need to be executed with Payment Service Network for the Online Bill Pay and Presentment program. The costs for this application and their respective services are simply noted in this contract for informational purposes.

3. Scope of Agreement

Client agrees to license the Software and receive the Services and Civic agrees to provide same subject to the terms and conditions stated in this Contract Agreement, the Caselle Software License Agreement attached hereto as Attachment D, and the Civic Support Agreement attached hereto as Attachment E.

4. Hosted Services

- A. Client retains all ownership rights to the Data.
- B. During the term of the implementation and after completion of the implementation of the Software, prices listed within this Contract Agreement and its Attachments include two (2) database instances for the Software including: production and testing/training.
- C. During and after completion of the implementation, the Software and applications will be installed or configured on all instances.

5. General Conditions

- A. This is not a Contract Agreement of partnership or employment of Civic or any of Civic's employees by Client. Civic is an independent contractor for all purposes under this Contract Agreement.
- B. Civic shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel.

Contract Agreement

- C. Civic agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Contract Agreement. Civic agrees that, at all times, the employees of Civic furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- D. Civic agrees that all persons working for or on behalf of Civic whose duties bring them upon Client's premise shall obey the rules and regulations that are established by Client and shall comply with the reasonable directions of Client personnel.
- E. Civic shall be responsible for the acts of its employees and agents while on Client's premises. Accordingly, Civic agrees to take all necessary measures to prevent injury and loss to persons or property located on Client premises. Civic shall be responsible for all damages to persons or property caused by Civic or any of its agents or employees. Civic shall promptly repair any damage that it, or its employees or agents may cause to Client's premises or equipment; on Civic's failure to do so, Client may repair such damage and Civic shall reimburse Client promptly for the cost of repair.
- F. Civic agrees that, in the event of an Accident of any kind, Civic will immediately notify Client's contact person and thereafter, if requested, furnish a full written report of such accident.
- G. Civic shall perform the services contemplated in this Contract Agreement without interfering in any way with the activities of Client's staff or visitors.
- H. Civic and its employees or agents shall have the right to use only those facilities of Client that are necessary to perform services under this Contract Agreement and shall have no right to access any other facilities of Client.

6. Entire Agreement Clause

This Contract Agreement, including other referenced documents, constitutes the entire Contract Agreement between Client and Civic and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

7. Non-Assignment; Non-Delegation; Binding Effect

Both Civic and Client shall be clearly identified by name. Neither of the identified parties to this Contract Agreement shall assign or encumber any of its rights, or delegate or any of its duties defined in this Contract Agreement, in whole or in part, to other third parties unless the other party to this Contract Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by this Contract Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from this Contract Agreement shall bind the identified party and their respective successors and assignees.

8. Assignments

Civic shall not assign, transfer or pledge this Contract Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

9. Subcontractors

Civic shall not subcontract this Contract Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of Client. Permission to subcontract, however, shall under no circumstances relieve, Civic of its liabilities and obligations under this Contract Agreement. Further, Civic shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly employed by subcontractors. Contracts between Civic and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified. Civic shall make contracts between Civic and subcontractors available upon request.

10. Agreement Extensions and Modification Clause

This Contract Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to this Contract Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to this Contract Agreement to be of a major or complex nature, then the change shall be by formal amendment of this Contract Agreement signed by the parties and made a permanent part of this Contract Agreement.

Under no circumstances, however, shall any parties to this Contract Agreement forfeit or cancel any right presented in this Contract Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to this Contract Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right.

11. Termination

- A. This Contract Agreement may be terminated for cause in the event Civic does not cure a material breach of this Contract Agreement within thirty (30) days' of receiving written notice of such breach from Client.
- B. This Contract Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.
- C. Client shall pay Civic for all Services rendered, Software delivered or incurred, and expenses incurred prior to the date of termination, and shall reimburse Civic for all reasonable costs associated with any termination.
- D. Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Contract Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Contract Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. Further, in the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement or mediation, both parties agree to waive a jury trial to facilitate judicial resolution and save time and expense of both parties.
- E. Because a breach of any of the provisions of this Contract Agreement concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Civic agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the procedures set forth in Section 10(d) in order to seek injunctive or declaratory relief.
- F. Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Contract Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Contract Agreement shall survive the expiration or termination of this Contract Agreement or any Statement of Work.

12. Applicable and Governing Law Clause

The validity, construction and enforcement of this Contract Agreement shall be determined in accordance with the laws of the State of Wisconsin, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Contract Agreement shall be brought exclusively in the State of Wisconsin. Both parties consent to the personal jurisdiction of the state and federal courts located in Wisconsin.

13. Title and Confidentiality

- A. Both parties recognize that their respective employees and agents, in the course of performance of this Contract Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Contract Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Contract Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to FOIA requests and data practices requests.
- B. Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that it shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under this Contract Agreement. It shall not be a breach of this Contract Agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

14. Notices

All notices or communications required or permitted as a part of this Contract Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Contract Agreement) at the address specified below.

Civic Systems, LLC
Ten Terrace Court
P.O. Box 7398
Madison, WI 53707-7398

City of Big Lake
160 Lake Street North
Big Lake, MN 55309

15. Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Contract Agreement.

16. Force Majeure Clause

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Contract Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

17. Nondiscrimination by Civic or Agents of Civic

Neither Civic nor anyone with whom Civic shall contract shall discriminate against any person employed or applying for employment concerning the performance of Civic responsibilities under this Contract Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. A breach of this covenant may be regarded as a default by Civic of this Contract Agreement.

18. Replication of Software

Client shall not copy Software for any purposes other than for backup or disaster recovery.

19. Non-Collusion

Civic hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of Client, or other person or entity concerning the obtaining of this Contract Agreement. In addition, Civic agrees that a duly authorized Civic representative will sign a non-collusion affidavit, in a form acceptable to Client, that Civic has received from Client no incentive or special payments, or considerations not related to the provision of the system described in this Contract Agreement.

20. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Contract Agreement and the person signing this Contract Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Contract Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Contract Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Contract Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.

- D. Civic warrants that any Services that it provides to Client under this Contract Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.
- E. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client expressly waives any claim that Client may have against Civic based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right with respect to any Product and also waives any right to indemnification from Civic against any such Claim made against Client by another. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Contract Agreement.

21. Limitation on Damages and Indemnification

- A. Except as specifically stated in the Warranty section of this Contract Agreement, the Software is Licensed "AS IS", but not limited to implied warranties of merchantability. The maximum liability of Civic for all damages from any claims shall not exceed the license, services, and support fees paid to date by Client to Civic, unless as otherwise stated herein. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions, or viruses arising out of or related to this Contract Agreement.
- B. As Civic is performing Services solely for the benefit of Client, Client will indemnify Civic, its subsidiaries and their present or former owners, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Contract Agreement.
- C. Because of the importance of the information that Client provides to Civic with respect to Civic's ability to perform the Services, Client hereby releases Civic and its present and former owners, employees, officers and agents from any liability, damages, fees, expenses and costs, including attorney fees, relating to the Services, that arise from or related to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current.
- D. Civic will indemnify Client against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.
- E. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Contract Agreement are material bargained for basis of this Contract Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Contract Agreement and in the decision by each party to enter into this Contract Agreement.
- F. The terms of this Section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, Civic, or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Contract Agreement.

- G. Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the services provided under this Contract Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as the time of discovery of any claim.
- H. In the event that the parties are unable to resolve differences that may arise relating to this Contract Agreement, all disputes arising from this Contract Agreement shall be resolved through the courts of the State of Wisconsin, unless both parties agree to binding arbitration. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least ten (10) years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

22. Standards of Performance

Civic shall perform its Services in conformity with the terms expressly set forth in this Contract Agreement, including all applicable professional standards. Accordingly, Civic's Services shall be evaluated on its substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown.

23. Personnel

During the term of this Contract Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

24. Email Communication

Client acknowledges that: (i) Civic and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Civic shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

25. Business License

In the event a local business license is required for Civic to perform series hereunder, Client will notify Civic prior to the Effective Date and will provide Civic with the necessary paperwork and/or contact information.

26. Taxes

The fees set forth in Section 27 – Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Client. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Civic from and against any and all fines, penalties, damages, and claims.

Contract Agreement

27. Payment Terms

The total fees for Software and Services are estimated to be **\$121,770** as set forth in following section. The Client agrees to the following Payment Terms.

- A. Civic shall invoice Client **\$60,885** upon the Effective Date.
- B. Civic shall invoice Client **\$60,885** before training.
- C. Civic shall invoice Client fees for all other Services, plus all expenses, if and as provided/incurred.

28. Investment Summary

The following Investment Summary reflects an estimated range of costs related to the Software and Services. Detailed costs are provided in Attachment A – Cost Detail

	<u>Investment</u>
License Fees (8 Concurrent)	\$ 88,920
Less: Discount	(16,200)
Training	18,300
Conversion	27,150
On-Site Assistance	<u>3,600</u>
TOTAL INVESTMENT	<u>\$ 121,770</u>
ANNUAL SUPPORT (Software For Life**)	<u>\$ 16,434</u>
HOSTED ANNUAL FEE	<u>\$ 6,900</u>

*Above amounts do not include travel costs. Travel costs will be invoiced as incurred and are estimated below. Mileage will be invoiced at the federally mandated mileage rate currently at \$0.58 per mile for round trip travel. Hotel will be invoiced for the amount incurred by Civic staff. Civic's staff stays at a Holiday Inn or equivalent. Hotel rates vary; we estimate those rates to be \$150 nightly. Meals are invoiced as actual with a daily maximum of \$35.

T Travel costs are a not-to-exceed and based on six (6) round trips and 19 overnights.

Mileage (Six 618 mile round trips @ \$0.58/mile)	\$ 2,150
Hotel (19 nights at \$150/night)	2,850
Meals (19 days at \$35/day)	<u>665</u>
TOTAL INVESTMENT	<u>\$ 5,665</u>

29. Additional Service Fees

Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Civic's then-current rates.

30. Optional Items

Pricing for optional Products and services shall be valid for ninety (90) days from the Effective Date.

31. Contract Agreement Execution

The parties hereto have executed this Contract Agreement and any applicable attachments as specified in Section 2 of this Contract Agreement as of the dates set forth below.

CITY OF BIG LAKE

Signature: _____

Title: _____

Date: _____

CIVIC SYSTEMS, LLC

Signature: _____

Title: _____

Date: _____

Attachment A – Cost Detail

SELECTED MODULES (Included in the agreement)

Selected Product Descriptions	License Fee Purchase Price	One-Time conversion / setup	Training and Onsite Assistance Cost/Days	Year one Total w/o Support	Annual Fees*
8 Concurrent User Licenses	\$ 8,000	\$ 0	\$ 0	\$ 8,000	\$ 1,600
Accounts Payable	5,500	900	1,200	7,600	1,375
Check on Demand	Included	Included	Included	Included	Included
miExcel AP	Included	Included	Included	Included	Included
Accounts Receivable	5,500	900	1,200	7,600	1,375
Building Permits	6,500	2,400	1,200	10,100	1,625
Code Enforcements	3,000	900	300	4,200	750
Approvals and Notifications	Included	Included	Included	Included	Included
Mobile App	Included	Included	Included	Included	Included
Business Licenses	2,640	900	600	4,140	528
Cash Receipting	5,500	600	1,200	7,300	1,375
Cash Receipt Payment Import	Included	Included	Included	Included	Included
Fixed Assets	2,640	900	600	4,140	528
General Ledger	7,000	2,400	2,400	11,800	1,750
Activity Reporting	Included	Included	Included	Included	Included
Bank Rec	Included	Included	Included	Included	Included
Budgeting	Included	Included	Included	Included	Included
miExcel GL	Included	Included	Included	Included	Included
miViewPoint (Department Head Dashboard)	5,500	600	1,800	7,900	1,375
Hosted miView	Included	Included	Included	Included	Included
miAP Workflow w/ LF Interface	Included	Included	Included	Included	Included
miBudget	2,500	600	600	3,700	625
miUtility	Included	Included	Included	Included	Included
Payroll w/ Direct Deposit	11,900	3,600	3,600	19,100	2,975
ACH Direct Deposit	Included	Included	Included	Included	Included
Electronic Submittals	Included	Included	Included	Included	Included
miPay Online (W2s and Paystubs)	Included	Included	Included	Included	Included
miTime (Remote Time Entry)	4,500	1,200	600	6,300	1,125
Special Assessments	2,640	900	600	4,140	528
Utility Billing w/ Direct Pay	12,600	9,750	4,800	27,150	3,150
Direct Pay	Included	Included	Included	Included	Included
Electronic Read Interface	Included	Included	Included	Included	Included
Service Orders	3,000	600	1,200	4,800	750
Maintenance Orders	Included	Included	Included	Included	Included
Mobile App	Included	Included	Included	Included	Included
Splitter	Included	Included	Included	Included	Included
Online Bill Pay Interface PSN	Included	Included	Included	Included	Included
Less: Full Suite Discount	(16,200)	--	--	(16,200)	(5,000)
Hosted (\$575 Monthly)	--	--	--	--	6,900
TOTALS COSTS	<u>72,720</u>	<u>27,150</u>	<u>21,900</u>	<u>121,770</u>	<u>23,334</u>

*First Year Annual Support Fees are prorated based on your Go-Live date.

**If a Credit Card Interface is chosen there could be additional setup costs from the Online Bill pay company along with transactional credit card fees. Please contact one of our preferred vendors for that information.

Attachment A – Cost Detail

OPTIONAL MODULES (Not Included in the agreement)

Optional Product Descriptions (Not Selected)	License Fee Purchase Price (8 Concurrent Users)	One-Time conversion / setup	Training Cost @ \$1,200/Day	Year one Total w/o Support	Annual Fees
Additional Concurrent Users above 8 (each)	1,600	--	--	1,600	320
Payroll Add Ons					
miExcel Payroll Import	1,600	600	--	2,200	320
Planning and Zoning	3,600	600	300	4,500	720

*Above amounts include the discount provided.

**Optional module prices will be held for 3 years from the date of initial purchase.

Attachment B – Conversion Services

The following outlines the conversion series to be provided for the core modules included as a part of this Agreement. Depending on the data integrity in the legacy system, below is our typical data conversion when converting from a legacy system.

Accounts Payable

- > Vendor Information
- > 3 years of invoice and check history
- > Report preparation
- > AP check formatting

Cash Receipting

- > Setup receipt categories and corresponding GL accounts
- > Report preparation

miViewPoint

- > Installation
- > User/group setup

General Ledger

- > Chart of Accounts
- > Financial statements
- > Report preparation
- > 3 years detail information
- > 3 years of budget information

Payroll

- > Employee information
- > Pay code setup
- > Current Year to Date Totals
- > Recalculate payroll to ensure data accuracy
- > Report preparation
- > Leave time balances
- > Paycheck formatting

Utility Billing

- > Customer information
- > Customer's current balances by service
- > Meter information
- > Location information
- > 13 months of consumption history
- > Report preparation
- > Utility billing formatting
- > Recalculate bill run to ensure data accuracy
- > Setup rates and services

Attachment C – Caselle Software License Agreement

Caselle
1656 S East Bay Blvd, Ste 100
Provo, UT 84606
CASELLE, INC.
SOFTWARE LICENSE AGREEMENT

Caselle Agrees to provide the software to you, subject to the following terms and conditions.

1. GRANT OF LICENSE

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

2. TITLE AND CONFIDENTIALITY

Title and full ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

3. LICENSE

You may:

- A. Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- B. Make System readable copies of the software media provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

- A. Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- B. Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- C. Modify the Software or merge it into any other product without the express written consent of Caselle.
- D. Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- E. Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.
- F. Use the Software to provide accounting services to multiple government agencies other than Your own.
Any attempt to do any of the above (A to F) shall void and terminate this Agreement.

4. TERM

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle or its agent within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

Attachment C – Caselle Software License Agreement

5. WARRANTY

Caselle warrants that it has sufficient right and title to the Software to grant You this License. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period, You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The entire risk as to the results and performance of the Software is assumed by You. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software.

6. DISCLAIMERS AND LIMITATIONS OF REMEDIES

Except as specifically stated in this Agreement, the Software is Licensed "as is" without warranty of any kind, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Caselle be liable for any indirect, special or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, business interruption or loss of business information arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Caselle or its agent has been advised of the possibility of such damages. These limitations shall apply notwithstanding the failure of an essential purpose of any limited remedy. Caselle's aggregate liability under this agreement for damage will not, in any event, whether based upon contract, negligence, strict liability in tort, warranty or any other basis, exceed the License fees paid by You for the Software.

7. ADDITIONAL SERVICES

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized agent, and are subject to separate agreements.

8. GENERAL

- A. The Warranty and Limitation of Remedies gives You specific legal rights. You may also have other rights, which vary from state to state, in which case the greater right will apply.
- B. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota and You hereby consent to the jurisdiction of State and Federal courts in Minnesota. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- C. This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- D. If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- E. All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- F. In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- G. Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail.
- H. The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- I. Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- J. The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- K. This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

Attachment D – Civic Support Agreement

CIVIC SUPPORT AGREEMENT

This Support Agreement is made by and between the **City of Big Lake**, 160 Lake Street North, Big Lake, MN 55309 and **Civic Systems, LLC**, Ten Terrace Court, Madison, Wisconsin 53707-7398.

TERMS AND CONDITIONS

1. DEFINITIONS

For purposes of this Civic Support Agreement, the subsequent capitalized terms will have the following meanings:

- A. “Client” – Will denote the City of Big Lake, MN.
- B. “Civic” – Will denote Civic Systems, LLC.
- C. “Services” – Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the “Conversion Services” attached hereto as Attachment “B”.
- D. “Software” – Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the “Cost Detail” attached hereto as Attachment “A”.
- E. “Product” – Will denote any goods or services produced by a third-party entity other than Civic.

2. TERM

The initial term of this Support Agreement is for a period of 1 year(s) from the date of use. The date of use is defined as the date the first module is implemented and considered “live”. Upon expiration of the initial term of the Support Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of one (1) year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

3. CHARGES

Civic will invoice Client on the effective date and semi-annually thereafter. Invoices are sent in December for Support services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Support services rendered in the subsequent six (6) months for July through December. All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. Civic will cease any and all Support services for any invoice not paid within 90 days until payment is made in full. Civic has the right to increase support charges at each anniversary or the effective date. Written notice of such increases shall be given to Client not less than thirty (30) days before the anniversary of the effective date.

Initial support fees are billed and prorated for that six-month period based upon the specific modules “go-live” date.

4. SERVICE HOURS

Civic will provide telephone and web support service five business days a week, from 7 AM to 5 PM Central Standard Time, excluding nationally recognized holidays. Annual support charges do not cover on-site support.

5. SERVICE NOTIFICATION

Client shall notify Civic of support tickets, by contacting Civic support and identifying the issue and symptoms. Notification may be made to Civic via telephone, web, e-mail or fax, as outlined below and in any of the methods outlined in the **SOFTWARE SUPPORT** section below.

Telephone: 608 240 2600
Toll-Free: 800 241 1517
Fax: 608 249 1050
E-mail: support@civicsystems.com
Website: <http://www.civicsystems.com>

Attachment D – Civic Support Agreement

6. TERMINATION OF AGREEMENT

This Support Agreement may be terminated as outlined under the **TERM** section above. In addition, Civic or Client shall terminate this agreement immediately upon written notice thereof to the other party, in the event the other party shall have breached a material provision of this Support Agreement, which breach shall not have been cured within a thirty (30) day period. If breach is not capable of being cured within such thirty (30) day period, this Support Agreement shall not be terminable so long as the party committing such breach shall have established to the reasonable satisfaction of the other party that it is using all diligent efforts to effect such cure.

This Support Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

7. ASSIGNMENTS

Civic shall not assign, transfer or pledge this Support Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

8. PLACE OF USE

The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.

9. RISK OF LOSS

This Support Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of Civic, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product.

10. PERFORMANCE

Civic shall exercise its best efforts in performing services covered under this Support Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation or other causes beyond its control, or for any consequential damage whatsoever.

11. LIABILITY

Civic is only obligated to provide software support services for the most currently released version of the Software, and the immediately preceding version. Civic shall not be responsible, nor incur liability of any kind, nature or description to Client, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

Attachment D – Civic Support Agreement

12. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.
- D. If a third party claim that the Software infringes upon any intellectual property rights of another which causes Client's reasonable use of the software or other material supplied under this contract to be seriously endangered or disrupted, Civic shall promptly, without additional charge to Client either procure for Client the right to continue using the software or other material, or replace or modify that software or material so that it becomes non-infringing, provided that such replacement or modified software or material has the same functional characteristics as the infringing software or material. If none of the foregoing alternatives are possible even after Civic's best efforts, Client shall have the right at its election, to terminate the license to the infringing software and Civic shall promptly refund to Client all fees, costs, and charges paid by Client to Civic for that software or material and any other software or material reasonably rendered ineffective as the result of said infringement.
- E. Civic warrants that any Services that it provides to Client under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.
- F. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Agreement.

Attachment D – Civic Support Agreement

13. LIMITATION ON LIABILITY

In no event will Civic's liability exceed the support fees paid to date by the Customer to Civic. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages arising out of or related to this Agreement.

Customer will indemnify Civic, its parent company (Baker Tilly) and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Agreement.

In the event Civic is requested by the Customer; or required by government regulation, subpoena, or other legal process to produce its engagement working papers or its personnel as witnesses with respect to its Services rendered for the Customer, so long as Civic is not a party to the proceeding in which the information is sought, Customer will reimburse Civic for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Civic will indemnify Customer against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing the Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.

Customer accepts and acknowledges that any legal proceedings arising from or in connection with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

14. DEFAULT

In the event of payment default by Client, Civic shall be entitled to collect interest and collection costs, including court costs and reasonable attorney fees. In the event of default by the Customer in any term or condition herein, Civic may, at its option, refuse service or terminate its obligations under this Agreement.

15. FORCE MAJEURE

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

Attachment D – Civic Support Agreement

16. NOTIFICATION

All notices or communications required or permitted as a part of the Support Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified below.

Civic Systems, LLC
Ten Terrace Court
P.O. Box 7398
Madison, WI 53707-7398

City of Big Lake
160 Lake Street North
Big Lake, MN 55309

17. WAIVER

This instrument contains the entire Agreement for support of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

18. SOFTWARE SUPPORT

The Client will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services are part of the Support Agreement:

- A. Telephone and Internet Support – Unlimited and reasonable telephone technical support is provided during the hours specified in the **Service Hours** section above. In addition, Client has the ability to log support issues and search a knowledge base utilizing Civic's customer support portal over the internet twenty-four (24) hours a day, seven (7) days a week. Technical support history, including issue and resolution, shall be available to Client via the customer support portal over the internet for a period of three (3) years. Civic shall, on occasion, employ software tools that utilize the internet to troubleshoot technical support issues.
- B. Bug fixes and Updates – Civic shall provide Client with all bug fixes and updates within twenty (20) days of receiving bug fixes and updates upon satisfactory software testing by Civic. Documentation communicating bug fixes, updates, and changes to the database schema shall be sent to Client.
- C. Software Upgrades – Civic shall provide Client with upgrades to the current platform when available. Civic shall provide Client with all upgrades within thirty (30) days of satisfactory software testing by Civic. All relevant documentation communicating enhancements, changes to user manuals, changes to the database schema, etc. shall be sent to Client.
- D. Trained Employees – Support will be provided to any employee that has completed formal training with Civic. Client shall notify Civic of any new employees requiring software support. New employees must schedule formal training with Civic at the current daily rate before support services are provided under the Support Agreement. If software support is required before training takes place, Civic will provide support as long as training has been scheduled with Civic

19. MISCELLANEOUS

This Support Agreement covers those Services rendered for post "go-live". Post "go-live" will be defined as the first time that the Software is used in a production environment to perform the Client's daily processing.

Attachment E – Secured Cloud Services Agreement

This Integrated Systems Corporation Services Agreement (the "Agreement") is entered into this _____ day of _____, 2020 (the "Effective Date") by and between Integrated Systems Corporation, a Wisconsin Corporation, ("ISCorp"), and **City of Big Lake** located at **160 Lake Street North Big Lake, MN 55309** ("Client").

RECITALS

- A. ISCorp is in the business of providing services for server and application hosting, management and operations (the "Services");
- B. Client wishes to hire ISCorp to provide the Services under the terms and conditions of this Agreement;

NOW THEREFORE, the parties hereto agree as follows;

1. ISCorp Obligations

- A. ISCorp agrees to provide to Client the Services as described in Schedules attached hereto pursuant to orders placed by Client and accepted by ISCorp.
- B. The initial service period for all orders for the Services ("Initial Service Period") shall commence upon activation of such Services and remain in effect for the period defined in the applicable Schedule. If Client and ISCorp fail to agree on the terms to extend the Services past the Initial Service Period, the applicable Schedule for such Services shall continue in effect on a continual _____ (__) month basis, until terminated by either Client or ISCorp as provided in Section 4 below.
- C. The fees for the Services will be priced according to such Services ordered by Client and ISCorp will issue invoices for such Services on a monthly basis at the rates set forth in the applicable Schedule.

2. Client's Obligations

- A. Client will pay ISCorp for each month's Services in advance of the service period. Advance payment will be determined pursuant to the cost listed in the Service Schedules and based upon a monthly payment.
- B. Client is solely responsible for the content on the Server ("Server") as identified in the applicable Schedule, including any subsequent changes or updates made or authorized by Client.
- C. ISCorp shall not obtain any right, title to and/or interest in data, text, multimedia images (e.g. graphics, audio and video files), and other materials provided by Client and installed by ISCorp or Client on the Server; however, ISCorp shall retain title to and all rights in all other intellectual property provided by ISCorp hereunder including, but not limited to, any know-how related to ISCorp-provided products or services such as the hardware, software or any other server technology.
- D. Client acknowledges and agrees that use of the Services is subject to Client's compliance with the terms defined in ISCorp's Prohibited Uses of Products and Services Policy, a copy of which is attached as Schedule A. Violations of any of the terms of such policy shall constitute a breach hereunder and may result in termination of this Agreement by ISCorp.
- E. Client warrants and represents that Content: (i) does not infringe or violate the rights of any third party including, but not limited to, patents, copyrights, trademarks, trade secrets and rights of publicity); (ii) is not defamatory or obscene; and (iii) does not violate any other applicable law. ISCorp reserves the right (but shall have no obligation) to delete any material installed on a Server in a ISCorp facility or to disconnect access of a Server which contains Content which ISCorp believes in good faith breaches any of these warranties. Any breach of these warranties by Client may result in termination of the Services.
- F. Client acknowledges and agrees that Client assumes all risk related to the processing of transactions related to electronic commerce.

Attachment E – Secured Cloud Services Agreement

- G. For any Services where Client has Admin Access to the Server, Client is responsible for securing all licenses to any software installed on the Server by Client or its designated Agent, except for the software provided by ISCorp as identified in any applicable Schedule.
- H. All equipment provided by ISCorp in connection with this Agreement shall remain the property of ISCorp.

3. Limitation of Liability

The liability of ISCorp to Customer for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Customer to ISCorp with respect to the Hosting Services during the 365 days preceding the cause of action. IN NO EVENT WILL ISCORP BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE HOSTING SERVICES EVEN IF ISCORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ISCorp shall not be held liable for any claims or demands brought against Customer by any other party unless Customer has properly notified ISCorp as to such damages, claims, or demands, and Customer has taken action to minimize such damages, claims, or demands. The Customer further agrees that ISCorp will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Customer's failure to properly save or back up all data and information inputted by Customer.

4. Warranties and Indemnity

- A. ISCorp makes no warranties of any kind with respect to the Services and products provided under this Agreement. ISCorp DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. In any instance involving performance or nonperformance of the Services or products provided hereunder, Client's sole remedy shall be (a) in the case of Services, refund or credit, at client's election, of a prorata portion of the price paid for such Services which were not provided, or (b) in the case of products, repair, replacement or return of the defective product to ISCorp for refund, at the option of ISCorp. Unless otherwise provided in any applicable Schedule, credit for lost services ("Service Interruption") will be issued only for periods, calculated in fifteen (15) minutes increments, in excess of the 99.5% scheduled available up-time within a calendar month. A Service Interruption is deemed to have occurred only if the Services have stopped or been severely impacted that they are unusable by Client as a result of failure of ISCorp facilities, equipment, or personnel used to provide the Services, and only where the interruption is not the result of (a) negligence or other conduct of Client, its agents or Clients, including a failure or malfunction resulting from applications or services provided by Client, its agents or Clients (b) failure or malfunction of any equipment or services not provided by ISCorp, (c) circumstances beyond the control of ISCorp, or (d) interruption due to scheduled maintenance, alteration, or implementation, provided that such scheduled event is provided in writing and in advance to client. All claims must be made within 60 days of the date of such lost Services.
- B. IN NO EVENT WILL ISCORP, IT'S SUBSIDIARIES OR ITS OR THEIR AGENTS, BE LIABLE TO CLIENT FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR PERFORMANCE OF THE SERVICES. ISCorp will not be liable for any damages Client may suffer arising out of Client's use, or inability to use, the Services or related products. In no event shall ISCorp be liable for unauthorized access to Client's transmission facilities or Client premise equipment or for unauthorized access to or alteration, theft or destruction of Client's data files, programs, procedure or information through accident, fraudulent means or devices, or any other method.
- C. ISCorp's liability for damages to Client for any cause whatsoever, regardless of form of action, including negligence, shall not exceed an amount equal to the price of products and Services purchased by Client during the twelve month period preceding the event which caused the damages or injury; provided, however, that this limitation shall not apply to damages to Client for personal injuries or destruction of tangible personal property proximately caused by the negligence of ISCorp.

Attachment E – Secured Cloud Services Agreement

- D. Except as set forth in section 3.5, ISCorp will indemnify and hold Client harmless against any claim or demand by any third party that any hardware or software provided to Client hereunder, infringes any United States copyright or trade secret. Except for damages incurred by ISCorp caused by (a) proprietary rights infringement claims as provided for above, or (b) damages for personal injuries or destruction of tangible property proximately caused by ISCorp's gross negligence or willful misconduct, Client agrees to indemnify and hold ISCorp harmless against any claim or demand by any third party due to or arising out of the use by Client of Services and related products provided hereunder.
- E. Client will indemnify and hold ISCorp harmless against any claim or demand by any third party brought as a result of Client's violation of the ISCorp Prohibited Uses Policy or any third party claims relating to the Content or relating to hardware, software or applications that Client provides to ISCorp to host hereunder (whether for infringement of a copyright, patent, trade secret, proprietary right or otherwise) provided by Client, Client's Clients or by ISCorp at Client's request.

5. Termination

- A. Termination for Cause. This Agreement may be terminated by either party in the event of (i) any material breach of any of the terms and conditions of this Agreement by the other party, which default continues in effect after the defaulting party has been provided with written notice of default and thirty (30) days to cure such default; (ii) the commencement of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to either party of its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect that authorizes the reorganization or liquidation of such party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; (iii) either party's consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it; or (iv) either party's making a general assignment for the benefit of creditors; or either party's becoming insolvent; or either party taking any corporate action to authorize any of the foregoing.
- B. Termination for Convenience. Either party may terminate this Agreement by providing the other party with at least one hundred twenty - (120) days written notice prior to the end of the then current term.

6. General

- A. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of any event beyond the control of the affected party including, but not limited to, natural disaster, acts of God, actions or decrees of governmental bodies or failure of communication lines (a "Force Majeure Event"), the party who has been so affected shall promptly give written notice to the other party and shall use its best efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the duration of such Force Majeure Event.
- B. Assignment. Neither party shall have the right to assign this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld.
- C. Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the parties will substitute a new enforceable provision of like economic intent and effect.
- D. Waiver. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
- E. Notices. All notices, demands, requests or other communications required or permitted under this Agreement shall be deemed given when (i) delivered personally; (ii) verified by facsimile confirmation; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. Such notices shall be in writing and delivered to the address set forth below, or to such other notice address as the other party has provided by written notice.

Attachment E – Secured Cloud Services Agreement

To Integrated Systems Corporation 10325 North Port Washington Road
Mequon, WI 53092
Phone: 262-240-7777
Fax: 262-240-7787
Attn: Contract Administration

To Client: City of Big Lake
160 Lake Street North
Big Lake, MN 55309

- F. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes thereto, shall be governed by and construed in accordance with the laws of the State of Wisconsin without reference to conflict of law principles.
- G. Jurisdiction. All disputes arising out of or relating to this Agreement shall be submitted to the non-exclusive jurisdiction of the state and federal courts in Wisconsin, and each party irrevocably consents to such personal jurisdiction and waives all objections thereto.
- H. Headings. Section headings contained in this Agreement are inserted for convenience or reference only, shall not be deemed to be a part of this Agreement for any other purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.
- I. Independent Contractors. The relationship of the parties hereunder shall be that of independent contractors. Nothing herein shall be construed to constitute a partnership between or joint venture of the parties, nor shall either party be deemed the agent of the other or have the right to bind the other in any way without the prior written consent of the other.
- J. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.
- K. Publicity. Client understands that Internet use, and related products and Services provided under this Agreement, may require registrations and related administrative reports which are public in nature. In addition Client agrees ISCorp may use Client's name as a Client reference, and as part of ISCorp's client portfolio.
- L. Entire Agreement. This Agreement, including any applicable Schedules, constitutes the complete and exclusive understanding of the parties with reference to the subject matter hereof, and supersedes all prior sales proposals, negotiations, agreements and other representations or communications, whether oral or written. If there is any conflict between the terms and conditions of client's purchase order (or any other purchase or sales document) and the terms and conditions of this Agreement, this Agreement shall control. This Agreement may be modified, replaced or rescinded only in writing, and signed by a duly authorized representative of each party.

Attachment E – Secured Cloud Services Agreement

- M. Confidential Information. The performance of the duties contemplated under this Agreement and any associated Statement of Work (SOWs) may require ISCorp or Client, or both, to have access to information concerning the other party's business affairs, Clients, vendors, finances, properties, procedures, operations, techniques, trade secrets or other proprietary or business information (collectively referred to as "Confidential Information"). ISCorp and Client will not, directly or indirectly, use, disclose, or cause to be disclosed, any Confidential Information of the other party for any reason other than to carry out those purposes contemplated by this Agreement and any associated SOWs, except where compelled by law or securities requirements to disclose. ISCorp and Client agree that the restrictions described in Agreement and will remain in force during the term of this Agreement and thereafter unless and until such time as (a) the Confidential Information becomes generally available to the public through no fault of the nonowning. ISCorp and Client agree to require their employees and agents to protect Confidential Information in accordance with the terms of this agreement.
- N. Conflict of Interest; Nonsolicitation; Noncompete. (a) ISCorp will not offer nor give a gratuity of any type to any Client employee or agent. Likewise, Client will not offer nor give a gratuity of any type to any ISCorp employee or agent. (b) During the term of this Agreement and for a period of two years following the termination of this Agreement, Client will not, directly or indirectly, retain, hire or solicit for employment any employee, independent contractor or agent of ISCorp (collectively, an "ISCorp Agent") without the prior express written consent of ISCorp. Retaining, hiring or soliciting for employment any ISCorp Agent in violation of this provision will constitute a material breach of this Agreement and will entitle ISCorp, in addition to all other remedies for default provided for under this Agreement, be entitled to a decree of specific performance prohibiting Client from engaging in such conduct and to one immediate lump sum payment of funds from Client of an amount equal to ISCorp's opportunity lost over a two-year period. "Soliciting" means engaging in any communication with an ISCorp Agent concerning potential retention by or employment with Client or offering any ISCorp Agent a position as a Client employee or agent. ISCorp's "opportunity lost" means the difference between the amount of annualized revenue generated by or attributed to that employee or agent for ISCorp based on the six-month period immediately preceding such breach and the annualized amount ISCorp expended in compensation to the employee or agent over the same six-month period. In the event of such a breach, the lump sum payment will be made to ISCorp within 30 days of Client's retaining, hiring or soliciting an ISCorp Agent.

Attachment E – Secured Cloud Services Agreement

EXHIBIT A ISCorp PROHIBITED USES POLICY

PROHIBITED USE POLICY FOR APPLICATION SERVICE PROVISIONING

The following actions are defined by ISCorp as "system abuse" and are strictly prohibited by ISCorp. The examples set forth in this list are not intended to be exhaustive and are provided solely as guidance for Clients. If any Client is unsure of whether a contemplated use or action is permitted, it is Client's responsibility to determine the permitted use by contacting ISCorp via the ISCorp helpdesk (<http://support.iscorp.com>). The following activities are expressly prohibited and could result in termination of the Agreement to which this Exhibit A is attached or suspension of the Services performed thereunder.

General

- Resale of ISCorp products and Services, unless expressly permitted in a separate written agreement with ISCorp.
- Using the facilities and capabilities of ISCorp or its Services to conduct any illegal activity or other activity that violates applicable law or regulation.
- Deceptive on-line marketing practices. The United States Federal Trade Commission has issued informative guidelines for proper on-line marketing schemes. For more information about the FTC guidelines review the Deception Policy Statement from the FTC.
- Violations of intellectual property rights. This includes, but is not limited to, the installation or distribution of illegal, "pirated," or other Software products that are not licensed, or legally utilized, by Clients.
- Violations of applicable privacy laws.

System and Network

- Introduction of malicious programs into the network or Server (e.g. viruses, worms, malware, Trojan horses, ransomware, etc.).
- Attempted or successful security breaches or disruption of network communication. Security breaches include, but are not limited to, accessing data of which Client is not an intended recipient or logging into a Server or account that a Client is not expressly authorized to access.
- Clients may not execute any form of network monitoring (e.g. packet sniffer, network scan) designed to (a) intercept data not intended for Client or its Clients or (b) otherwise access or copy ISCorp's infrastructure, security settings or systems.
- Clients may not do any type of vulnerability scanning or penetration tests without the express written consent of ISCorp.
- Clients may not share system or network credentials or passwords.
- Clients may not install any sort of remote access program (for example using the "logmein" application) or other host based VPN.
- Clients may not install any programs or run scripts used for exfiltration of data belonging to ISCorp or any other Client or client of ISCorp.
- Attempts to circumvent authentication or security of any host, network, or account ("cracking").

Attachment E – Secured Cloud Services Agreement

- Attempts to interfere with or deny service to any user or any host (e.g. Denial of Service Attacks).
- Use of any program/script/command, or sending messages of any kind, designed to interfere with a third party terminal session, via any means, locally or via the Internet.

Billing

- Furnishing false or incorrect data on the signup form, hosting agreement, or online hosting order application.
- Attempts to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document "use" of ISCorp's products and Services

Attachment E – Secured Cloud Services Agreement

EXHIBIT B SERVICES SCHEDULE

In accordance with the ISCorp Master Services Contract and this Service Contract, ISCorp will provide or cause to provide the following Services:

Description of Services

Services

ISCorp will install and implement Servers, storage and Software identified in each approved Service Contract. A representative list of base model implementation activities, Services and deliverables includes:

- Implementation and configuration of the required hardware and storage infrastructure.
- Provide the network infrastructure to host the Software.
- Provide the Operating Systems and any other required Software.
- Apply patches and updates to operating systems, databases, and 3rd party Software as requested by Client.
- Support the Software and related 3rd party Software as requested by Client.
- Establishment of all System(s) Monitoring and Alerting
- Provide Client Help Desk support
- Provide VPN access to allow Client's support team to access systems as needed.

Support for Client Systems and Software (Hosted by ISCorp):

ISCorp will provide support to the Authorized Users. Client will have access to ISCorp support via phone and support portal. Elements of Client support are:

- Help desk to respond to inquiries
- Issue tracking and resolution
- Response to 'Lights-Out' alarms
- Testing of system enhancements
- Consulting and system support on problem resolution
- Project Manager for enhancements
- Implementation and quality assurance for technology refreshes

System Operational Hours

- Operational Hours -7 days per week, 24 hours per day and 365 days per year (7x24x365) except during the performance of regular maintenance.
- Normal Usage Hours – M-F 7am to 6pm CST except for ISCorp Holidays.

System Service Availability

The Software Systems will be available 99.5% of the time during Operational Hours (excluding scheduled maintenance). Service interruptions will be calculated in 15 minute increments starting from the time that Client notifies ISCorp of the service interruption. Service availability is defined as the ability to ping and/or login to the Hosted Server.

Scheduled System Maintenance

Regular maintenance is performed outside of "Normal Usage Hours". ISCorp will provide written notice in advance of scheduled maintenance to be performed during "Normal Usage Hours".

Problem Communication and Resolution

- **Problem Communications** - Clients should use the notification method appropriate to the problem being reported:

Attachment E – Secured Cloud Services Agreement

Problem Type	Problem Notification Method	Within Normal Usage Hours	Outside Normal Usage Hours
Emergency (Outage)	Call Emergency Support 800#	1 hour	3 Hours
Non-Emergency Service Request (New User, Delete User, etc.)	Submit to Helpdesk: https://www.iscorp.com/client-portal/	Next Business Day	Next business day

- **Problem Resolution** – When contacted by ISCorp support, Software Application User shall identify the nature and criticality of the problem. ISCorp will use reasonable endeavors to ensure that support for Client's Software will be available to perform problem analysis and resolution to a level sufficient to meet the following targets for both critical and non-critical problem resolution.

Problem Type	Problem Analysis	Problem Resolution
Critical 1	90% within 3 hours	90% within 1 day
Critical 2	90% within 8 hours	90% within 3 days
Critical 3	90% within 2 days	90% within 10 days
Non-Critical	90% within 1 week	Best Effort

A "Problem Type" is defined as follows:

- **Critical 1** - Client is unable to perform a critical business function of a nature that has a significant material, adverse affect on Client's normal business activities that is caused by a defect or deficiency of ISCorp's or its Subcontractor's systems, equipment, products and/or Services. **Client does not have any reasonable workaround for this critical business function.**
- **Critical 2** - Client is unable to perform a critical business function of a nature that has a material, adverse affect on Client's normal business activities that is caused by a defect or deficiency of ISCorp's or its Subcontractor's systems, equipment, products and/or Services. **Client has a short-term interim workaround available to perform this critical business function.**
- **Critical 3** - Client is unable to perform a business function of a nature that has a manageable material, adverse affect on Client's normal business. **Client does have an interim workaround available to perform the business function. The problem will be remedied in accordance with ISCorp's business priorities.**
- **Non-Critical** – Client is unable to perform a business function that has a limited material, adverse affect on User's normal business. Client does have an interim workaround available to perform this business function. The problem will be remedied in accordance with ISCorp's business priorities.

Escalation

Critical problems that are not resolved within the identified problem resolution windows will be escalated to management for review and resolution as follows:

Problem Type	Escalation 1	Escalation 2	Escalation 3
Critical 1	3 hrs: Product Manager	6 hrs: VP Support	1 day: VP Support, CTO
Critical 2	1 day: Product Manager	2 days: VP Support	3 days: VP Support, CTO
Critical 3	5 days: Product Manager	10 days: VP Support	15 day: VP Support, CTO

Incident Reporting

Following a critical problem, Client may request from ISCorp an Incident Report. When requested, ISCorp will provide Client an Incident Report identifying the nature of the problem, the steps that were taken to resolve the problem and any steps planned to prevent such a problem from occurring in the future. Incident Report to be provided to Client within one week of request.



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Joel Scharf, Chief of Police</i>	Meeting Date: 3/11/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6L
Item Description: <i>Police Department Donation of Surplus Property to the Big Lake Fire Department</i>		Reviewed By: <i>Clay Wilfahrt, City Administrator</i>	
		Reviewed By: <i>Deb Wegeleben, Finance Director</i>	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be authorizing the Big Lake Police Department to donate surplus equipment items to the Big Lake Fire Department.

BACKGROUND/DISCUSSION

In 2017 the Big Lake Police Department received (2) Dell 7404 Military Grade Laptops through a grant 100% funded by the Minnesota Department of Public Safety. The original price on these units was \$5,200 each. These units have rubberized, waterproof keyboards which make an extensive amount of typing challenging. These laptops were replaced in 2019 with our current, lower cost, semi-ruggedized versions because our officers complete much of their documentation from the patrol car. Both units are in excellent condition and fully serviceable in an environment where less typing occurs, their current estimated value is \$1,000 each.

The Big Lake Police Department utilizes CradlePoint Routers in all of our squad cars for cellular/data connections. Two of the units we have are the CradlePoint IBR600B-LP4, and are not compatible with our current video upload system, and are not being utilized. The original purchase price of these units was \$400 each, and their estimated value today is \$350 each. They are in excellent condition. These units allow for an enhanced range for data connections, and a WiFi network which up to 20 connected devices, suited perfectly to critical incents.

Staff is recommending donating these surplus equipment items to the Big Lake Fire Department.

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

Approve donation of surplus items as presented to the Big Lake Fire Department.

ATTACHMENTS

Surplus Equipment Form



City of Big Lake
Surplus Equipment Form

Organization Name: Big Lake Fire Department

Organization Address:
20243 County Road 43
Big Lake, MN 55309

Organization Website: www.biglakemn.org/fire

(Attach proof of status as a nonprofit corporation under Section 501(c)(3) of the Internal Revenue Code.)

Organization Purpose: Public Safety

Point of Contact

Name: Seth Hanson, Fire Chief

Address: Same

Email: _____

Phone: _____

City Surplus Equipment of Interest:

2 – Dell 7404 Ruggedized Laptops

2 – CradlePoint IBR600LE

How will the requested Surplus Equipment benefit your organization?
Communications for Mobile Data Computers and Cellular

How do you plan to transport the surplus property from the City to your location?
N/A

DISCLAIMER OF WARRANTIES. The City makes no agreement, warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or use of the Surplus Equipment by the recipient or any other user.

The recipient acknowledges the Surplus Equipment may be defective and that it cannot be relied upon for safety purposes. The recipient has a duty to inspect the Surplus Equipment before it is used for any purpose.

The recipient acknowledges that the City is not a manufacturer of the Surplus Equipment or a dealer therein; that the Surplus Equipment is being provided "as-is" and "with all faults," it being agreed and understood that all of the aforementioned risks are to be borne by the recipient or user of the Surplus Equipment.

In no event shall the City be liable for any damages in connection with or arising out of the recipient's or any other person's or entity's use of the Surplus Equipment.

I acknowledge that the Donation of any Surplus Equipment to my organization is subject to the City's Policy for Donation of Surplus Equipment to a Nonprofit Organization.

I have authority to request a Donation from the City and to bind my organization to the terms of this form.

Signature of Applicant _____



Date 3-4-2020



AGENDA ITEM

Big Lake City Council

Prepared By: Layne R. Otteson P.E., PWD & CE PW20-013	Meeting Date: 3/11/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	Item No. 6M
Item Description: Resignation of Public Works Streets and Parks Operator II Kiel Golly and authorize to fill vacancy	Reviewed By: Clay Wilfahrt, City Administrator Reviewed By: Deb Wegeleben, Finance Director		

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be accepting the resignation of Public Works Streets and Parks Operator II Kiel Golly effective March 16, 2020, and authorize staff to fill the vacancy.

BACKGROUND/DISCUSSION

Public Works Streets and Parks Operator II Kiel Golly is leaving to farm full time with family. His last day with the City of Big Lake will be on March 16, 2020. Kiel began his full-time employment with the City of Big Lake on February 1, 2015 and since that time has been a great asset to Big Lake Public Works.

We wish Kiel the best!

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends accepting the resignation of Streets and Parks Operator II Kiel Golly and filling this vacancy.

ATTACHMENTS

N/A



AGENDA ITEM

Big Lake City Council

Prepared By: Janette Rust, Accounting/Deputy Clerk	Meeting Date: 3/11/2020	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 7A
Item Description: Employee Recognitions		Reviewed By: Clay Wilfahrt, City Administrator Reviewed By: Deb Wegeleben, Finance Director	

ACTION REQUESTED

Present employee recognitions. No other action required.

BACKGROUND/DISCUSSION

The following employees reached milestone *Years of Service* in the months of January through March 2020 and will be recognized at the March 11, 2020 Regular City Council meeting along with all Firefighters who will reach milestone *Years of Service* in 2020:

1. Nick Christenson, Big Lake Fire Department (January 1, 2010) – 10 years
2. Ken Halverson, Big Lake Fire Department (January 7, 1990) – 30 Years
3. Mark Hedstrom, Big Lake Fire Department (January 1, 2010) – 10 years
4. James Jenson, Big Lake Fire Department (April 12, 2005) – 15 years
5. Norm Michels, Public Works Department (March 16, 2015) – 5 years
6. Dean Nelson, Public Works Department (February 23, 2015) – 5 years
7. Jeffrey Novak, Big Lake Fire Department (January 1, 2010) – 10 years
8. Charles Stern, Big Lake Fire Department (January 4, 2010) – 10 years

Recognized employees will receive a certificate from the Mayor and City Council at the beginning of the meeting.

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

N/A



AGENDA ITEM

Big Lake City Council

Prepared By: <i>Deb Wegeleben, Finance Director</i>	Meeting Date: 3/11/2020	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 7B
Item Description: <i>Donation Resolution – City Ice Rinks from Fanberg Auctions</i>		Reviewed By: <i>Clay Wilfahrt, City Administrator</i> Reviewed By: <i>Layne Otteson, City Engineer</i>	

ACTION REQUESTED

Motion to approve a Resolution accepting the \$350 cash donation from Fanberg Auctions towards repair and upkeep of the City of Big Lake Ice Rinks.

BACKGROUND/DISCUSSION

Recently, the City sold at auction, the 2010 Crown Vic Code Enforcement vehicle. P.J. Fanberg, owner of Fanberg Auctions, has donated the \$350 auction fee from the sale of the vehicle back to the City to be used towards repair and upkeep of the City Ice Rinks.

FINANCIAL IMPACT

Positive impact as it is additional funds to be used for the upkeep of the ice rinks.

STAFF RECOMMENDATION

Accept Donation as Presented

ATTACHMENTS

- Letter from P.J. Fanberg
- Donation Resolution



Dear City of Big Lake,

Please accept this donation towards the city ice rinks. It was through these rinks this past winter that our adopted son finally found the desire to be out with peers and playing without our constant supervision. He made some great strides socially and had a wonderful time doing it. It brought-out some real growth in him.

Please keep up the great work.

-P.J. Fanberg



BIGLAKE, MN
 160 LAKE STREET N
 BIG LAKE MN 55309
 FAX 763-263-0133

Invoice

No. 20200579
 Date 2/27/2020

To: FANBERG AUCTIONS
 PO BOX 711
 BIG LAKE MN 55309

Ship To: FANBERG AUCTIONS
 PO BOX 711
 BIG LAKE MN 55309

Shipped	Ship Via	Terms	Contract	Contact	Customer PO#
Qty	Unit	Description		Unit Price	Amount
1		FANBERG AUCTION - DONATION FOR CITY RINKS		\$350.00	\$350.00
Special Instructions				SubTotal	\$350.00
				Tax	\$0.00
				Shipping	\$0.00

PAID \$0.00
Total \$350.00

1.50% Monthly Service Charge applied to balances 30 days past due



ThankYou!

Fanberg Auctions
 02/26/2020

City of Big Lake

Auction #31789

6766

350.00

Fanberg Auctions (3517)

Donation Towards City Rinks

350.00

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the Big Lake City Council, Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. at Big Lake City Hall, Big Lake, Minnesota, on Wednesday, March 11, 2020. The following City Council Members were present: Seth Hansen, Paul Knier, and Mike Wallen. Council Members absent: Rose Johnson and Scott Zettervall. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

**CITY OF BIG LAKE
RESOLUTION NO. 2020-XX**

**A RESOLUTION ACCEPTING DONATIONS THAT HAVE BEEN MADE
TO THE CITY OF BIG LAKE**

WHEREAS, donations that are to be made to the City of Big Lake must be accepted by the City Council; and

WHEREAS, the following donations were submitted towards the City of Big Lake as follows:

1. **Fanberg Auctions:** Commission valued at \$350 from sale of 2010 Crown Vic police vehicle at auction. Donated towards maintenance and upkeep of the City of Big Lake Ice Rinks.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Big Lake, Minnesota, to hereby accept the donation listed above towards the City of Big Lake Ice Rinks.

Adopted by the Big Lake City Council this 11th day of March, 2020.

Mayor Mike Wallen

Attest:

Gina Wolbeck, City Clerk

The following Council Members voted in favor:
The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

*Drafted By:
City of Big Lake
160 Lake Street North
Big Lake, MN 55309*

STATE OF MINNESOTA)
)SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ___ day of March, 2020, by Mike Wallen and Gina Wolbeck, the Mayor and City Clerk respectively of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public



AGENDA ITEM

Big Lake City Council

Prepared By: Joel Scharf, Chief of Police	Meeting Date: 3/11/2020	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 7C
Item Description: Donations towards the Big Lake Police Department and Public Works Department		Reviewed By: Clay Wilfahrt, City Administrator Reviewed By: Deb Wegeleben, Finance Director and Layne Otteson, CE/PWD	

ACTION REQUESTED

Motion to approve a Resolution accepting donations to the Big Lake Police Department and Public Works Department as presented.

BACKGROUND/DISCUSSION

- Field Search Donation** - The Big Lake Police Department currently relies on the Sherburne County Sheriff's Office for computer and cell phone forensic analysis. Due to a heavy backlog, these cases are experiencing long processing times, and new restrictions on volumes submitted for examination. At the same time, due to the ability of phones to be locked and data wiped remotely, there is a need for officers to be able to examine cell phones on a scene when the law permits. Investigator Prigge conducted research into a product called Field Search, which meets all the needs we were seeking in a cost-effective manner. The device and software were funded through a donation from Spud Fest Charitable Gaming totaling \$2,400.
- Legacy Foundation/George Quinn** – George Quinn undertook a “walk-a-thon” for first responders (Big Lake Police and Fire) in October of 2019. As a result of the donation pledges made, and eventually collected, a total of \$543 was provided to the Big Lake Police Department. The donations were passed through the Legacy Foundation as a charitable organization. These funds were utilized to purchase the eagle statue on the west side of our building, in memorial of fallen officers.
- Legacy Foundation/K9 Shirt Sales** – The Big Lake Police Department undertook the sale of K9 T-Shirts as a fund raising venture for our canine program. The shirt sales are passed through the Legacy Foundation as a charitable organization. Total sales to date are \$688.00, which was donated back to the Big Lake Police Department's Canine Program.
- Becker/Big Lake Knights of Columbus** – The Big Lake Police Department desired to add a Pepperball Program in late 2019. The total cost for equipment and supplies was \$3,400. Pepperball is a less than lethal program which allows another tool for our officers to take those who pose a danger into custody, with minimal injury. \$3,400 was donated for this program from the Becker/Big Lake Knights of Columbus.
- Sherburne County Sheriff's Office** – The City of Big Lake Public Works Department is in the process of providing 800 Mz portable radios to its staff for enhanced communications. This network allows staff to communicate amongst themselves and with Police/Fire. In a critical incident, this may be a primary mode of communication amongst all responders. The Sherburne County Sheriff's Office donated 4 retired

Motorola XTS2500 radios to the City of Big Lake for this program. This will be in addition to 3 retired radios allocated by the Big Lake Police Department to this program. The value of these donated radios is \$500 each, for a total of \$2,000.

FINANCIAL IMPACT

Positive Financial Impact upon Police Department and Public Works Department.

STAFF RECOMMENDATION

Approve Resolution accepting donations as presented

ATTACHMENTS

Donation Resolution

**CITY OF BIG LAKE
MINNESOTA**

A general meeting of the Big Lake City Council, Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. at Big Lake City Hall, Big Lake, Minnesota, on Wednesday, March 11, 2020. The following City Council Members were present: Seth Hansen, Paul Knier, and Mike Wallen. Council Members absent: Rose Johnson and Scott Zettervall. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

**CITY OF BIG LAKE
RESOLUTION NO. 2020-XX**

**A RESOLUTION ACCEPTING DONATIONS THAT HAVE BEEN MADE
TO THE CITY OF BIG LAKE**

WHEREAS, donations that are to be made to the City of Big Lake must be accepted by the City Council; and

WHEREAS, the following donations were submitted towards the City of Big Lake as follows:

1. **Big Lake Spud Fest:** \$2,400 cash donation to the Big Lake Police Department towards the purchase of Field Search Equipment.
2. **Big Lake Legacy Foundation/George Quinn** – \$543 donated to the Big Lake Police Department from the Walk-A-Thon fundraising campaign coordinated by the Big Lake Legacy Foundation/George Quinn. Funds to be used towards the purchase of non-budgeted Police Department purchase(s).
3. **Legacy Foundation/K9 Shirt Sales** – \$688 cash donation from the Big Lake Legacy Foundation through a fundraising campaign of K9 t-shirt sales. Funds to be used towards the Big Lake Police Canine Program needs.

4. **Becker/Big Lake Knights of Columbus** – \$3,400 cash donation from the Becker/Big Lake Knights of Columbus towards the Big Lake Police Department Pepperball Program.
5. **Sherburne County Sheriff's Office** – Donation of retired 800 Mz portable radios valued at \$500 each (total of \$2,000) to the Big Lake Public Works Department from the Sherburne County Sheriff's Office and the Big Lake Police Department.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Big Lake, Minnesota, to hereby accept the donations listed above towards the City of Big Lake Police Department and Public Works Department.

Adopted by the Big Lake City Council this 11th day of March, 2020.

Mayor Mike Wallen

Attest:

Gina Wolbeck, City Clerk

The following Council Members voted in favor:
 The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

*Drafted By:
 City of Big Lake
 160 Lake Street North
 Big Lake, MN 55309*

STATE OF MINNESOTA)
 COUNTY OF SHERBURNE)^{SS.}

The foregoing instrument was acknowledged before me this ___ day of March, 2020, by Mike Wallen and Gina Wolbeck, the Mayor and City Clerk respectively of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public



AGENDA ITEM

Big Lake City Council

Prepared By: Gina Wolbeck, City Clerk	Meeting Date: 3/11/2020	<input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Consent Agenda Item	Item No. 7D
Item Description: Monthly Department Reports		Reviewed By: Clay Wilfahrt, City Administrator	
		Reviewed By: N/A	

ACTION REQUESTED

No Action Required.

BACKGROUND/DISCUSSION

Council has requested to receive verbal updates from Departments on a monthly basis. Due to the number of departments operating the City's business, verbal updates will be given by each department either at the first or second meeting of the month.

Department updates scheduled to be given at the first meeting of the month are as follows:

1. Fire Department
2. Police Department
3. Engineering/Public Works Department

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

N/A