

City of Mora Kanabec County, Minnesota Meeting Agenda City Council

Tuesday, April 18, 2023

6:30 PM

Mora City Hall

- 1. Call to Order/ Pledge of Allegiance
- 2. Roll Call
- **3.** Adopt Agenda (No item of business shall be considered unless it appears on the agenda for the meeting. Council members may add items to the agenda prior to adoption of the agenda.)
- 4. Consent Agenda (Those items listed under Consent Agenda are considered to be routine by the City Council and will be acted upon by one motion under this agenda item. There will be no separate discussion of these items, unless a Council Member so requests, in which event, the item will be removed from the consent agenda and considered immediately after the adoption of the consent agenda.)
  - a. Regular Meeting Minutes March 21, 2023
  - b. Work Session Meeting Minutes March 21, 2023
  - c. Claims
  - d. Accept Restricted Donations Resolution No. 2023-421
  - e. Music in the Park Grant
  - f. Mobile Food Unit License Thai 1 on Kitchen
- **5. Open Forum** (Individuals may address the council about any item not contained on the regular agenda. There is a maximum of fifteen (15) minutes set aside for open forum. A maximum of three (3) minutes is allotted per person. The City Council will take no official action on items discussed at the forum, with the exception of referral to staff for future report.)

#### 6. Special Business

- a. Housing and Redevelopment Authority Update Jack L.
- b. Professional Services Civil Attorney Natasha S.
- c. Approve Transfers Noted Resolution No. 2023-422 Kelly C.

#### 7. Public Hearings

a. None

#### 8. New Business

- a. Harrison Property Offer Caleb C.
- b. Airport Taxi-lane Construction Bids Joe K.
- c. Airport Fuel Systems Upgrade Joe K.
- d. Dual Burial Cemetery Rate Fee Schedule Amendment Joe K.
- e. Airport Runway TEMP Contract Joe K.
- f. Airport Runway Grant Joe K.
- g. Airport Taxilane Grant Application Joe K.
- h. Airport Fuel System Repair Contract SEH Joe K.

#### 9. Old Business

- a. Kanabec County Sheriff's Office Contract Council Committee Member Appointment
- b. Driver's License Committee Follow-up Mayor/Council Representative
- c. 9<sup>th</sup> Street Highway 65 Turn Lane Update Greg A. SEH

#### 10. Communications

- a. Quarterly Financial Report 1<sup>st</sup> Quarter 2023 Natasha S. / Kelly C.
- b. KCSO Monthly Report March 2023
- c. MAFD Monthly Report March 2023
- d. Park Board Meeting Minutes
- e. EDA Minutes March 7 & 17

#### **11.** Boards and Commission Reports

- a. Councilmember Anderson
- b. Councilmember Broekemeier
- c. Councilmember Shepard
- d. Councilmember Youngquist
- e. Mayor Mathison
- f. City Administrator Report
  - E-mails
  - Employee Recognition Dinner 4/19
  - MAFD Water Tender
  - Roof Replacement
  - LMC Conference in June Early Bird Registration
- **12.** Closed Session In accordance with Minn. Stat. § 13D.05; subd. 1(d), (3a), meetings having data classified as not public., what meetings may be closed allows the City Council to hold a closed session to evaluate employee performance Glenn Anderson and long-term employment contract.

#### 13. Adjournment

Pursuant to due call and notice thereof Mayor Jake Mathison called to order the regular meeting of the Mora City Council at 6:30 PM on Tuesday, March 21, 2023 in the City Hall council Chambers.

- 1. Call to Order/Pledge of Allegiance: 6:30PM
- 2. Roll Call: Mayor Mathison, Councilmembers Jody Anderson, Kyle Shepard, Sadie Broekemeier and Dave Youngquist.

**Staff Present:** Glenn Anderson City Administrator, Natasha Segelstrom Administrative Services Director, Joe Kohlgraf Public Works Director, Jeff Krie Parks and Recreation Coordinator, Mandi Yoder Human Resources, and Kelly Christianson Accountant.

- **3.** Adopt Agenda: Mathison requested the addition of item 9a Highway 65 Turn Lane Update to the agenda. MOTION made by Anderson, seconded by Shepard, and unanimously carried to adopt the agenda as amended.
- 4. Consent Agenda: MOTION made by Broekemeier, seconded by Youngquist, and carried to approve the consent agenda as presented. Anderson abstained
  - a. Regular Meeting Minutes February 21, 2023
  - b. Claims February 2023
  - c. Gambling Permit MAFD Relief Association
  - **d.** Special Event Permit Snake River Canoe Race
  - e. Restricted Donations Resolution No. 2023-321
- 5. Open Forum: Jon Larson of the Vasaloppet thanked the City of Mora and staff for their assistance in the 2023 Vasaloppet and 1,400 skiers participated in the races over the weekend. The celebration tent hosted Bingo, beer and wine tasting and that he met with the Swedish Vasaloppet board in Sweden and the Swedish Press had written an article.

## 6. Special Business

- a. Affidavit Conflicts of Interest: Segelstrom presented an affidavit and further explained that the interested council member must abstain from voting for any item that may be considered a conflict of interest. The affidavit would address conflicts for interested officials when approving claims and financial transactions
- b. Annual Review City Administrator: On March 21<sup>st</sup>, Anderson reached one year of employment with the City of Mora. Per his employment contract, an annual review would be performed and consideration of probation release. Upon release, he would move to a paygrade 15, step G with an annual salary of \$114,754 according to the 2023 salary schedule. Mandi Yoder, Human Resources explained that Anderson's review had been sent out the week prior and scored with comments. Broekemeier asked if

Anderson's performance was scored by staff. Yoder explained the review was completed by City Councilmembers and PUC commissioners and that only 5 of the 10 reviews had been returned. She further explained some of the council members and commissioners abstained from the review process due to the length of time they had worked with Anderson.

The Council discussed including staff input for future reviews due to the working relationship with the City Administrator. This would provide details of daily interactions with staff and recognized that staff had been part of the selection process. Yoder advised the council not to include all City staff as it may skew the review process and could possibly turn into retaliation when staff review their superiors. If staff were to be included in the future, it was recommended that department heads provide input since they work closely with the City Administrator and then have the Council complete the City Administrator's annual review. Additional discussion took place on the review process and Broekemeier suggested Human Resources collect information over the next year to see how other cities conduct reviews for city administrators, department heads or other staff. Mathison added the Administrator could determine how staff reviews were conducted. The way the Council reviews the administrator and how the administrator reviews employees did not have to be the same. Youngquist stated he did not feel it was fair to provide a review of Anderson's performance, as he had only been on the City Council for a few months and to complete a generic review was unfair to Anderson. Councilmember J. Anderson stated she had been waiting two months for an e-mail reply and had not received one.

From the Human Resources perspective, Yoder explained that Glenn Anderson had taken a leadership approach over the past year, rather than his predecessor who had a management style. When hired, Anderson had been given direction to change and redirect staff and explained a change in culture takes time. Anderson's interactions with department heads enable them to be confident in their decisions and has total support from the City Administrator. The culture and climate was slowly changing and it could take 1-5 years to see the change. Yoder noted that not everyone adjusts well to change. When asked the PUC's recommendation on Anderson's review, Yoder stated it was unanimous to release the probationary period and tabled the long-term contract.

MOTION made by Shepard, seconded by Broekemeier to approve the probation release and step increase of Glenn Anderson to paygrade 15, step G.

Glenn Anderson asked the Council for consideration of a long-term contract and that it was brought forward to the Public Utilities Commission on March 20, 2023. The PUC directed Human Resources to collect the advantages and disadvantages of a long contract and the consideration had been tabled. Yoder explained a long term would secure employment and prevent recruitment from other cities and continue with the plan and vision the Council had for the City. MOTION made by Shepard, seconded by Broekemeier, and unanimously carried to table the long-term contract for the City Administrator until the advantages and disadvantages are brought forward from Human Resources and the Council would discuss at a later date.

7. Public Hearings: There were no public hearings.

## 8. New Business:

a. Fox Run Park Grant – Resolution No. 2023-322: Krie presented the grant application for the Fox Run Park Grant. MOTION made by Broekemeier, seconded by Shepard, and unanimously carried to approve the following resolution:

## RESOLUTION NO. 2023-322 OUTDOOR RECREATION PARK GRANT

## (see attached)

- Lease Accounting Policy- The Council approved the Lease Accounting Policy in response to the Annual Financial Reporting requirements and Lease Accounting implementation in response to GASB No. 87 compliance. The policy would assist in the identified a capitalization threshold of \$25,000 and was based on the City's Capital Asset Policy. MOTION was made by Shepard, seconded by Youngquist, and unanimously carried to approve the Lease Accounting Policy.
- c. Human Resources Coordinator Exemption Status- City Administrator Anderson requested the Human Resources Coordinator job description change from Human Resources Coordinator to Human Resource Director and from a non-exempt hourly employee to exempt salaried employee. The Council discussed concern with the title change and that it may warrant a pay increase later. It was explained the title did not change the duties within the job description and further explained the benefit to the City by having the Fair Labor and Standards Act status to exempt salaried which would eliminate overtime / compensation time. MOTION made by Broekemeier, seconded by Youngquist, and unanimously carried to approve the Human Resources Director Job Description as presented and appoint Mandi Yoder the position.

## 9. Old Business:

a. Highway 65 Turn Lane Update: City engineer, Greg Anderson of SEH provided an update on the upcoming Local Partnership Program with the Minnesota Department of Transportation. He explained there would be changes to the length of the turn lane to satisfy the requirements for the project and there may be a special meeting to meet public notice requirements for the project. Greg Anderson also updated the council on his contracted engineering services for an upcoming development as previously discussed at the December 20, 2022, City Council meeting.

## 10. Communications:

The City Council reviewed the monthly communications. Segelstrom and Christianson presented the 4<sup>th</sup> Quarter 2022 financial statement and highlighted the City's current investments and fund balances for the 4<sup>th</sup> Quarter of 2022.

- a. Quarterly Financial Report 4<sup>th</sup> Quarter 2022
- b. KCSO Monthly Report January 2023
- c. MAFD Monthly Report January 2023

#### d. Public Works Report 2023 Vasaloppet Weekend

#### 11. Reports

- **a.** City Administrator: Anderson provided an update on the Council Chambers camera and an update on the Minnesota Legislative session and funding for the Mora Lake Outlet Pipe. He stated that the Power Plant would be replacing batteries. The Kanabec County Sheriff's Office was expected to have its Reporting Software Database with up-to-date counts by March 22, 2023.
- b. Councilmember Anderson: Brought forward concern from the library board member and issues at the library and the Sheriff's Office response. Krie stated the restrooms have been locked. Anderson had a concern with a possible homeless encampment on the Mora Lake island.
- **c.** Councilmember Broekemeier: Commended the snow removal and the great work of the street crew.
- **d.** Councilmember Shepard: Had a meeting with the local lakes and that the street crew have been doing a great job.
- e. Councilmember Youngquist: Nothing new to report.
- f. Mayor Mathison: Nothing new to report.
- **12. Adjournment:** MOTION by Shepard, seconded by Anderson, and unanimously carried to adjourn the meeting at 7:43pm.

Mayor

City Clerk

Pursuant to due call and notice thereof Mayor Jake Mathison called to order the work session of the Mora City Council at 5:00 p.m. on Tuesday, March 21, 2023 in the City Hall council chambers.

2. Roll Call: Present: Mayor Mathison, Councilmembers Anderson, Broekemeier, Shepard and Youngquist

Absent: None

Staff Present: City Administrator Glenn Anderson, Administrative Services Director Natasha Segelstrom, Public Works Director Joe Kohlgraf, Mandi Yoder Human Resources

- 3. Special Business:
  - **a.** Legislative Orientation:

Leah Koch and Joel Jamnick of Campbell Knutson and Mandi Yoder presented legislative orientation for elected officials. During the orientation Koch detailed the Open Meeting Law under Minnesota Office of Administration and Data Practices, and considerations taken for an emergency meeting. The council reviewed parliamentary procedure for meeting motions, resolutions, and ordinances and the requirements of the City Council. Koch provided a comprehensive explanation on data practices and record retention. She explained what could be subject to data requests, electronic communications, and serial meetings. Planning and zoning were reviewed, and land use was described as a Quasi-Judicial Process and when making decisions there must be impartiality and findings on fact.

**4.** Adjournment: MOTION made by Broekemeier, seconded by Shepard, and unanimously carried by the City Council to adjourn at 6:10 p.m.

Mayor

City Clerk

CHECK	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
CHECK # 001320 M	SRS					
001320	MSRS	GENERAL FUN		Health Care Saving	HEALTH CARE SAVINGS	\$1,070.04
CHECK # 001320 M	SRS				_	\$1,070.04
CHECK # 001321 M	SRS					
001321	MSRS	GENERAL FUN		Deferred Compens	DEFERRED COMP PLAN	\$590.00
CHECK # 001321 M	SRS					\$590.00
CHECK # 001322 M	SRS					
001322	MSRS	GENERAL FUN		Deferred Compens	DEFERRED COMP ROTH	\$790.00
CHECK # 001322 M	SRS					\$790.00
CHECK # 001323 T/	ASC-TOTAL ADMIN SERVICE O	COOP				
001323	TASC-TOTAL ADMIN SERV	GENERAL FUN		VEBA or HSA Contr	HSA - EMPLOYEE CONTR	\$1,090.84
001323	TASC-TOTAL ADMIN SERV			VEBA or HSA Contr	HSA - EMPLOYER CONTR	\$1,100.00
001323	TASC-TOTAL ADMIN SERV				FSA - MEDICAL CONTRIB	\$346.56
001323	TASC-TOTAL ADMIN SERV			Flexible Spending A	FSA - DEPENDENT CARE	\$96.16
CHECK # 001323 TA	ASC-TOTAL ADMIN SERVICE C	COOP				\$2,633.56
CHECK # 001324 M	N DEPT OF REVENUE					
001324	MN DEPT OF REVENUE	GENERAL FUN		State Withholding	PAYROLL STATE WITHHO	\$2,828.69
CHECK # 001324 M	N DEPT OF REVENUE					\$2,828.69
CHECK # 001325 US	S TREASURY - IRS					
001325	US TREASURY - IRS	GENERAL FUN		FICA Tax Withholdi	SOCIAL SECURITY W/H	\$8,495.94
001325	US TREASURY - IRS	GENERAL FUN		Medicare	MEDICARE W/H	\$1,986.98
001325	US TREASURY - IRS	GENERAL FUN		Federal Withholdin	FED W/H	\$4,840.21
CHECK # 001325 US	S TREASURY - IRS					\$15,323.13
CHECK # 001326 M	SRS					
001326	MSRS	GENERAL FUN		Health Care Saving	HEALTH CARE SAVINGS	\$1,076.65
CHECK # 001326 M	SRS					\$1,076.65
CHECK # 001327 M	SRS					
001327	MSRS	GENERAL FUN		Deferred Compens	DEFERRED COMP PLAN	\$590.00
CHECK # 001327 M	SRS					\$590.00
CHECK # 001328 M	SRS					
001328	MSRS	GENERAL FUN		Deferred Compens	DEFERRED COMP ROTH	\$790.00
CHECK # 001328 M	SRS					\$790.00
CHECK # 001329 TA	SC-TOTAL ADMIN SERVICE C	COOP				
001329	TASC-TOTAL ADMIN SERV	GENERAL FUN		VEBA or HSA Contr	HSA - EMPLOYEE CONTR	\$1,201.00
001329	TASC-TOTAL ADMIN SERV	GENERAL FUN		Flexible Spending A	FSA - MEDICAL CONTRIB	\$346.48
001329	TASC-TOTAL ADMIN SERV	GENERAL FUN		Flexible Spending A	FSA - DEPENDENT CARE	\$346.16
CHECK # 001329 TA	SC-TOTAL ADMIN SERVICE C	COOP				\$1,893.64
CHECK # 001330 MI	N DEPT OF REVENUE					
001330	MN DEPT OF REVENUE	GENERAL FUN		State Withholding	PAYROLL STATE W/H	\$2,892.54
CHECK # 001330 MI	N DEPT OF REVENUE				40.0%	\$2,892.54
CHECK # 001331 US	S TREASURY - IRS					
001331	US TREASURY - IRS	GENERAL FUN		Federal Withholdin	FEDERAL W/H	\$4,946.69
001331	US TREASURY - IRS	GENERAL FUN		FICA Tax Withholdi	SOCIAL SECURITY W/H	\$9,180.72
001331	US TREASURY - IRS	GENERAL FUN		Medicare	MEDICARE W/H	\$2,147.10
CHECK # 001331 US	S TREASURY - IRS					\$16,274.51

CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
CHECK # 001332 N	IN DEPT OF REVENUE					
001332	MN DEPT OF REVENUE	GENERAL FUN		State Withholding	SUPPL PAYROLL STATE	\$10.00
	IN DEPT OF REVENUE			otato maniolang		\$10.00
CHECK # 0012221						1
CHECK # 001333 L						
001333		GENERAL FUN		Medicare	SUPPL PAYROLL FED, SS,	\$411.92
001333	US TREASURY - IRS	GENERAL FUN		Federal Withholdin	SUPPL PAYROLL FED, SS,	\$50.00
001333 CHECK # 001333 L		GENERAL FUN		FICA Tax Withholdi	SUPPL PAYROLL FED, SS,	\$1,761.04
						\$2,222.96
CHECK # 001334 T						
001334		LIQUOR FUND	LIQUOR STOR	Payment Processin	MONTHLY LIQ STORE CR	\$9,103.99
CHECK # 001334 T	SYS					\$9,103.99
CHECK # 001336 N	IORA MUNICIPAL UTILITIES					
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	CITY HALL BU	Storm Water	UTILITIES	\$0.00
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	CITY HALL BU	Water	UTILITIES	\$0.00
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	CITY HALL BU	Sewer	UTILITIES	\$0.00
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	CITY HALL BU	Electricity	UTILITIES	\$0.00
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	LIBRARY BUIL	Water	UTILITIES	\$40.80
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	LIBRARY BUIL	Electricity	UTILITIES	\$450.64
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	LIBRARY BUIL	Storm Water	UTILITIES	\$13.69
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	LIBRARY BUIL	Sewer	UTILITIES	\$50.35
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	STREETS	Electricity	UTILITIES	\$142.19
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	STREET LIGH	Electricity	UTILITIES	\$2,996.05
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	GARAGE	Storm Water	UTILITIES	\$25.23
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	GARAGE	Sewer	UTILITIES	\$41.72
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	GARAGE	Electricity	UTILITIES	\$546.78
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	GARAGE	Water	UTILITIES	\$35.27
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	AQUATIC CEN	Storm Water	UTILITIES	\$16.59
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	AQUATIC CEN	Water	UTILITIES	\$0.00
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	AQUATIC CEN	Electricity	UTILITIES	\$89.87
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	AQUATIC CEN	Sewer	UTILITIES	\$0.00
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	PARKS	Electricity	UTILITIES	\$290.06
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	PARKS	Storm Water	UTILITIES	\$39.66
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	AIRPORT	Water	UTILITIES	\$65.70
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	AIRPORT	Sewer	UTILITIES	\$74.81
001336	MORA MUNICIPAL UTILIT	GENERAL FUN	AIRPORT	Storm Water	UTILITIES	\$103.07
001336	MORA MUNICIPAL UTILIT	FIRE FUND	FIRE	Sewer	UTILITIES	\$33.09
001336	MORA MUNICIPAL UTILIT	FIRE FUND	FIRE	Water	UTILITIES	\$31.48
001336	MORA MUNICIPAL UTILIT	FIRE FUND	FIRE	Electricity	UTILITIES	\$348.78
001336	MORA MUNICIPAL UTILIT	CEMETERY FU	CEMETERY	Electricity	UTILITIES	\$17.08
001336	MORA MUNICIPAL UTILIT	CEMETERY FU	CEMETERY	Storm Water	UTILITIES	\$19.77
001336	MORA MUNICIPAL UTILIT	CEMETERY FU	CEMETERY	Water	UTILITIES	\$0.81
001336	MORA MUNICIPAL UTILIT	DOWNTOWN-F			UTILITIES	\$13.69
001336	MORA MUNICIPAL UTILIT	LIQUOR FUND	LIQUOR STOR		UTILITIES	\$41.72
001336	MORA MUNICIPAL UTILIT		LIQUOR STOR		UTILITIES	\$18.03 ¢41.60
001336	MORA MUNICIPAL UTILIT	LIQUOR FUND	LIQUOR STOR	vvalei	UTILITIES	\$41.69 \$5,588.62
	ORA MUNICIPAL UTILITIES					φ <b>σ,</b> σοο.υΖ
CHECK # 001338 R						
001338	REVTRAK	GENERAL FUN	AQUATIC CEN	Payment Processin	MONTHLY MAC CREDIT C	\$9.95
CHECK # 001338 R	EVIRAK					\$9.95

CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount	
CHECK # 001339 MN	I DEPT OF REVENUE						
001339 001339 001339	MN DEPT OF REVENUE MN DEPT OF REVENUE MN DEPT OF REVENUE	LIQUOR FUND LIQUOR FUND LIQUOR FUND	LIQUOR STOR LIQUOR STOR	Sales Tax Payable Garbage Removal Telephone	SALES & USE TAX PYMT- SALES & USE TAX PYMT- SALES & USE TAX PYMT-	\$27,682.00 \$17.00 \$3.00	
001339 001339	MN DEPT OF REVENUE MN DEPT OF REVENUE	LIQUOR FUND LIQUOR FUND	LIQUOR STOR	Repair/Maint - Bldg Other Operating Su	SALES & USE TAX PYMT- SALES & USE TAX PYMT-	\$2.00 \$1.00	
001339 001339 CHECK # 001339 MN	MN DEPT OF REVENUE MN DEPT OF REVENUE I DEPT OF REVENUE	Liquor fund Liquor fund	LIQUOR STOR LIQUOR STOR	••	SALES & USE TAX PYMT- SALES & USE TAX PYMT-	\$2.00 \$1.00 \$27,708.00	
CHECK # 001340 TS	YS						
001340 CHECK # 001340 TS	TSYS YS	LIQUOR FUND	LIQUOR STOR	Rentals	MONTHLY CREDIT CARD	\$80.37 \$80.37	
CHECK # 001343 HIE	30						
001343 CHECK # 001343 HI	HIBU BU	LIQUOR FUND	LIQUOR STOR	Advertising	LIQUOR STORE WEBSITE	\$180.00 \$180.00	
CHECK # 001344 NE	IGHBORHOOD NATIONAL BA	NK					
001344 001344	NEIGHBORHOOD NATION NEIGHBORHOOD NATION	GENERAL FUN GENERAL FUN	FINANCE HUMAN RESO	Miscellaneous Payment Processin	MONTHLY MISC FILE FEE MONTHLY PAYROLL ACH	\$17.04 \$60.00	
001344	NEIGHBORHOOD NATION	GENERAL FUN	HUMAN RESO	Payment Processin	MONTHLY BUSINESS ON	\$10.00	
001344 CHECK # 001344 NE	NEIGHBORHOOD NATION IGHBORHOOD NATIONAL BA	Liquor fund	LIQUOR STOR	Bad Debts/NSF Ch	MONTHLY RETURNED CH	\$10.00 \$97.04	
CHECK # 001345 NE	IGHBORHOOD NATIONAL BA	NK					
001345 CHECK # 001345 NE	NEIGHBORHOOD NATION IGHBORHOOD NATIONAL BA	-	LIQUOR STOR	Other Operating Su	LIQ STORE DEPOSIT SLI	\$148.12 \$148.12	
CHECK # 059873 AFS	SCME						
059873 CHECK # 059873 AFS	AFSCME	GENERAL FUN		Union Dues-AFSCM	UNION DUES - AFSCME	\$559.16 \$559.16	
CHECK # 059874 EQ	UITABLE FINANCIAL						
059874 CHECK # 059874 EQ	EQUITABLE FINANCIAL UITABLE FINANCIAL	GENERAL FUN		The Equitable - Def	THE EQUITABLE	\$30.00 \$30.00	
CHECK # 059875 MIS	SSIONSQUARE						
059875 059875	MISSIONSQUARE MISSIONSQUARE	GENERAL FUN GENERAL FUN		ICMA ICMA	MISSION SQ 457b ICMA/MSN SQ ROTH IRA _	\$60.00 \$85.00	
CHECK # 059875 MIS	-					\$145.00	
	PERS GROUP LIFE INS					¢200.00	
059876 CHECK # 059876 NCI	NCPERS GROUP LIFE INS PERS GROUP LIFE INS	general fun		NCPERS - Life Ins	NCPERS - LIFE	\$288.00 \$288.00	
CHECK # 059877 PEF	RA - MN ST TREASURER						
059877 059877 059877	PERA - MN ST TREASURE PERA - MN ST TREASURE PERA - MN ST TREASURE	GENERAL FUN GENERAL FUN GENERAL FUN		PERA PERA PERA	PERA ADDITIONAL PERA COORDINATED PERA COORDINATED	\$717.93 \$4,666.55 \$4,666.55	
CHECK # 059877 PE	RA - MN ST TREASURER					\$10,051.03	
CHECK # 059878 AM	ERICAN DOOR WORKS						
059878 CHECK # 059878 AM	AMERICAN DOOR WORKS ERICAN DOOR WORKS	FIRE FUND	FIRE	Capital Outlay	INSTALLATION OF NEW	\$8,371.00 \$8,371.00	

CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
CHECK # 059879 BE	LLBOY CORPORATION					
059879	BELLBOY CORPORATION	LIQUOR FUND	LIQUOR STOR	Misc Purchases - N	CAN COOLERS, GIFT BAG	\$255.00
059879	BELLBOY CORPORATION	LIQUOR FUND	-	Liquor Purchased f	•	\$7,201.10
059879	BELLBOY CORPORATION	LIQUOR FUND	LIQUOR STOR	Wine Purchased for	WINE	\$312.00 \$7,768.10
						\$7,708.10
CHECK # 059880 BE		LTOUGD FUND		Mine Durchmone M	POD	4061 60
059880 059880	BERNICK COMPANIES BERNICK COMPANIES	Liquor fund Liouor fund	-	Misc Purchases - N Beer Purchased for		\$261.62 \$7,578.86
CHECK # 059880 BE			LIQUONUTON		-	\$7,840.48
CHECK # 059881 BR	EAKTHRU BEVERAGE					
059881	BREAKTHRU BEVERAGE	LIQUOR FUND	LIQUOR STOR	Misc Purchases - N	NA	\$100.18
059881	BREAKTHRU BEVERAGE	LIQUOR FUND	LIQUOR STOR	Liquor Purchased f	LIQ	\$8,092.35
059881	BREAKTHRU BEVERAGE	LIQUOR FUND	LIQUOR STOR	Wine Purchased for	WINE	\$405.00
CHECK # 059881 BR	EAKTHRU BEVERAGE					\$8,597.53
CHECK # 059882 C 8	& L DISTRIBUTING					
059882	C & L DISTRIBUTING	LIQUOR FUND	-	Beer Purchased for		\$1,510.75
059882	C & L DISTRIBUTING	LIQUOR FUND	LIQUOR STOR	Misc Purchases - N	JUICE _	\$54.90 \$1,565.65
CHECK # 059882 C 8						\$1,505.05
CHECK # 059883 DA						1004.00
059883 059883	DAHLHEIMER DIST CO DAHLHEIMER DIST CO	LIQUOR FUND	-	Misc Purchases - N Beer Purchased for		\$334.90 \$16,647.29
CHECK # 059883 DA			LIQUUK STUK	beer Furchaseu ioi		\$16,982.19
	ARBORN LIFE INSURANCE C	0				
059884	DEARBORN LIFE INSURAN			Life Insurance	APRIL 2023 GROUP LIFE	\$318.55
	ARBORN LIFE INSURANCE C					\$318.55
CHECK # 059885 FO	RESTEDGE WINERY					
059885	FORESTEDGE WINERY	LIQUOR FUND	LIQUOR STOR	Wine Purchased for	WINE	\$264.00
CHECK # 059885 FO	RESTEDGE WINERY					\$264.00
CHECK # 059886 FR	EDDIES					
059886	FREDDIES	LIQUOR FUND	LIQUOR STOR	Wine Club Expense	MARCH 2 WINE TASTING	\$92.00
CHECK # 059886 FR	EDDIES					\$92.00
CHECK # 059887 JO	HNSON BROTHERS LIQUOR					
059887	JOHNSON BROTHERS LIQ	LIQUOR FUND	-	Misc Purchases - N		\$38.98
059887	JOHNSON BROTHERS LIQ	LIQUOR FUND	-	Liquor Purchased f		\$9,241.15
059887	JOHNSON BROTHERS LIQ	LIQUOR FUND	LIQUOR STOR	Wine Purchased for	WINE	\$1,429.25 \$10,709.38
	HNSON BROTHERS LIQUOR					410,705.50
CHECK # 059888 MC				Book Durchagod for	DEED	\$23,460.43
059888 059888	MCDONALD DIST CO MCDONALD DIST CO	LIQUOR FUND	-	Beer Purchased for Liquor Purchased f	LIQ	\$938.79
059888	MCDONALD DIST CO	LIQUOR FUND	-	Misc Purchases - N	•	\$465.40
CHECK # 059888 MC		•	•			\$24,864.62
CHECK # 059890 PA	USTIS WINE COMPANY					
059890	PAUSTIS WINE COMPANY	LIQUOR FUND	LIQUOR STOR	Liquor Purchased f	LIQ	\$140.00
059890	PAUSTIS WINE COMPANY	LIQUOR FUND	LIQUOR STOR	Wine Purchased for	WINE	\$5,246.25
CHECK # 059890 PA	USTIS WINE COMPANY					\$5,386.25

CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
CHECK # 059891 PH	ILLIPS WINE & SPIRITS					
059891 059891 059891	PHILLIPS WINE & SPIRITS PHILLIPS WINE & SPIRITS PHILLIPS WINE & SPIRITS	LIQUOR FUND	LIQUOR STOR	Misc Purchases - N Liquor Purchased f Wine Purchased for	LIQ	\$461.25 \$6,901.34 \$2,746.14
CHECK # 059891 PF	ILLIPS WINE & SPIRITS					\$10,108.73
CHECK # 059892 PR	IEBE, RILEY					
059892 CHECK # 059892 PR	PRIEBE, RILEY IEBE, RILEY	GENERAL FUN	HUMAN RESO	Recognition/Wellne	WELLNESS CENTER REIM	\$25.00 \$25.00
CHECK # 059893 SH	IRED-N-GO, INC					
059893 CHECK # 059893 SH	SHRED-N-GO, INC IRED-N-GO, INC	GENERAL FUN	ADMINISTRAT	Professional Servic	SHREDDING	\$94.08 \$94.08
CHECK # 059894 SC	OUTHERN GLAZERS OF MN					
059894	SOUTHERN GLAZERS OF	LIQUOR FUND	LIQUOR STOR	Liquor Purchased f	LIQ	\$3,826.56
059894	SOUTHERN GLAZERS OF	LIQUOR FUND	LIQUOR STOR	Wine Purchased for	WINE	\$44.25
CHECK # 059894 SC	OUTHERN GLAZERS OF MN					\$3,870.81
CHECK # 059895 SU	INRISE HYDRAULICS INC					
059895 CHECK # 059895 SU	SUNRISE HYDRAULICS IN INRISE HYDRAULICS INC	GENERAL FUN	STREETS	Repair/Maint - Bldg	HYDRO CYLINDER REPAI	\$454.45 \$454.45
CHECK # 059896 TA	SC-TOTAL ADMIN SERVICE C	COOP				
059896 CHECK # 059896 TA	TASC-TOTAL ADMIN SERV SC-TOTAL ADMIN SERVICE C		HUMAN RESO	Professional Servic	HSA PARTICIPATION FEE	\$37.43 \$37.43
CHECK # 059897 VI	NOCOPIA, INC					
059897	VINOCOPIA, INC	LIQUOR FUND	LIQUOR STOR	Wine Purchased for	WINE	\$1,433.00
059897 CHECK # 059897 VI	VINOCOPIA, INC NOCOPIA, INC	LIQUOR FUND	LIQUOR STOR	Liquor Purchased f	LIQ	\$1,009.25 \$2,442.25
CHECK # 059898 WI	INE MERCHANTS					
059898	WINE MERCHANTS	LIQUOR FUND	LIQUOR STOR	Wine Purchased for	WINE	\$431.15
CHECK # 059898 WI	INE MERCHANTS					\$431.15
CHECK # 059899 YC	DER, MANDI					
059899 CHECK # 059899 YC	YODER, MANDI DER, MANDI	GENERAL FUN	HUMAN RESO	Meetings, Training,	MILEAGE TO SAFETY CO	\$26.25 \$26.25
CHECK # 059900 4 S	SEASONS ROOFING LLC					
059900	4 SEASONS ROOFING LLC	GENERAL FUN	CITY HALL BU	Capital Outlay	50% DOWN PYMT FOR C	\$41,000.00
	SEASONS ROOFING LLC					\$41,000.00
CHECK # 059901 AT 059901			FIRE	Small Tools & Equi		\$1,206.00
CHECK # 059901 AT	ATLAS OUTFITTERS	FIRE FUND	FIRE	Sinali Tools & Equi	VICTIM SLING, HELMET,	\$1,206.00
CHECK # 059902 BE	RGANKDV, LTD					
059902	BERGANKDV, LTD	GENERAL FUN	FINANCE	Auditing	2022 AUDIT	\$6,660.00
059902 CHECK # 059902 BE	BERGANKDV, LTD	LIQUOR FUND	LIQUOR STOR	Auditing	2022 AUDIT	\$3,780.00 \$10,440.00
CHECK # 059908 DE		GENERAL FUN		Delta Dental	APRIL DENTAL INS PREM	\$1,022.23
059908 CHECK # 059908 DE	DELTA DENTAL ELTA DENTAL	JUNERAL FUN			AT ME PENTAL IND FREN	\$1,022.23

CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
CHECK # 059910 HI	EGGERNES, ROB					
059910 CHECK # 059910 HI	HEGGERNES, ROB	GENERAL FUN	HUMAN RESO	Recognition/Wellne	2023 WALKING TRACK F	\$25.00 \$25.00
						423.00
CHECK # 059911 M				Creall Table 9. Frui		40 007 4C
059911 CHECK # 059911 M	MACHOVEC ACHOVEC	FIRE FUND	FIRE	Smail Tools & Equi	ICE SUITS, FLOATATION	\$3,827.46 \$3,827.46
CHECK # 059913 M	ILLER, KATHY					
059913 CHECK # 059913 M	MILLER, KATHY ILLER, KATHY	GENERAL FUN		Deposits	LIBRARY MTG ROOM KEY	\$50.00 \$50.00
CHECK # 059916 SC	OUTHERN GLAZERS OF MN					
059916	SOUTHERN GLAZERS OF	LIQUOR FUND	LIQUOR STOR	Wine Purchased for	WINE	\$800.00
059916	SOUTHERN GLAZERS OF	LIQUOR FUND	•	Liquor Purchased f		\$6,409.66
CHECK # 059916 SC	OUTHERN GLAZERS OF MN					\$7,209.66
CHECK # 059917 W	ELIA HEALTH					
059917	WELIA HEALTH	GENERAL FUN	HUMAN RESO	Professional Servic	PRE-EMPLOYMENT LAB T	\$286.20
059917	WELIA HEALTH	GENERAL FUN	HUMAN RESO	Professional Servic	PRE-EMPLOYMENT LAB T	\$47.52
CHECK # 059917 W	ELIA HEALTH					\$333.72
CHECK # 059918 EN	1MAS PIZZA					
059918	EMMAS PIZZA	GENERAL FUN	MAYOR & CO	Miscellaneous	WORK SESSION FOOD	\$66.50
CHECK # 059918 EN	1MAS PIZZA					\$66.50
CHECK # 059919 EC	UITABLE FINANCIAL					
059919	EQUITABLE FINANCIAL	GENERAL FUN		The Equitable - Def	THE EQUITABLE	\$30.00
CHECK # 059919 EC	UITABLE FINANCIAL					\$30.00
CHECK # 059920 MI	SSIONSQUARE					
059920	MISSIONSQUARE	GENERAL FUN		ICMA	ICMA/MSN SQ ROTH IRA	\$85.00
059920	MISSIONSQUARE	GENERAL FUN		ICMA	MISSION SQ 457b	\$60.00
CHECK # 059920 MI	SSIONSQUARE					\$145.00
CHECK # 059921 PE	RA - MN ST TREASURER					
	PERA - MN ST TREASURE			PERA	PERA COORDINATED	\$4,784.71
059921	PERA - MN ST TREASURE	GENERAL FUN		PERA	PERA COORDINATED PERA ADDITIONAL	\$4,784.71 \$736.14
059921 CHECK # 059921 PE	PERA - MN ST TREASURE RA - MN ST TREASURER	GENERAL FUN		PERA	PERA ADDITIONAL	\$10,305.56
						1
	1AZON CAPITAL SERVICES AMAZON CAPITAL SERVIC			Office Supplies	DESKTOP SPEAKERS & C	\$60.38
059922 059922	AMAZON CAPITAL SERVIC		HUMAN RESO	Small Tools & Equi	LASS PRINTER	\$170.96
059922	AMAZON CAPITAL SERVIC		INFORMATIO	Small Tools & Equi	LASS COMPUTER MONIT	\$112.48
059922	AMAZON CAPITAL SERVIC		STREETS	Small Tools & Equi	PHONE CASES	\$166.79
059922	AMAZON CAPITAL SERVIC	GENERAL FUN	GARAGE	Small Tools & Equi	MULTI-VOLTAGE CHARG	\$41.80
059922	AMAZON CAPITAL SERVIC	GENERAL FUN	AIRPORT	Other Operating Su	PRINTER INK	\$27.60
	1AZON CAPITAL SERVICES					\$580.01
CHECK # 059923 AR	TISAN BEER CO					
059923	ARTISAN BEER CO	LIQUOR FUND	LIQUOR STOR	Beer Purchased for	BEER	\$323.00
CHECK # 059923 AR	TISAN BEER CO					\$323.00
CHECK # 059924 AL	DIOLOGY CONCEPTS					
059924	AUDIOLOGY CONCEPTS	GENERAL FUN	STREETS	Other Operating Su	HEARING PROTECTION	\$175.00

CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
CHECK # 059924 A	UDIOLOGY CONCEPTS					\$175.00
CHECK # 059926 E	ELLBOY CORPORATION					
059926	BELLBOY CORPORATION	LIQUOR FUND	LIQUOR STOR	Liquor Purchased f	LIQ	\$11,220.10
059926	BELLBOY CORPORATION	LIQUOR FUND	LIQUOR STOR	Wine Purchased for	WINE	\$316.00
CHECK # 059926 E	BELLBOY CORPORATION					\$11,536.10
CHECK # 059927 E	BERNICK COMPANIES					
059927	BERNICK COMPANIES	LIQUOR FUND	-	Misc Purchases - N		\$279.26
059927	BERNICK COMPANIES BERNICK COMPANIES	LIQUOR FUND	LIQUOR STOR	Beer Purchased for	BEER	\$9,923.30 \$10,202.56
						\$10,202.30
						1017.00
059928 059928		Liquor fund Liquor fund	-	Wine Purchased for Liquor Purchased f		\$317.00 \$5,839.20
059928	BREAKTHRU BEVERAGE	LIQUOR FUND	-	Misc Purchases - N		\$68.25
	REAKTHRU BEVERAGE				· · · ·	\$6,224.45
CHECK # 059929 [	AHLHEIMER DIST CO					
059929	DAHLHEIMER DIST CO	LIQUOR FUND	LIQUOR STOR	Beer Purchased for	BEER	\$16,952.25
059929	DAHLHEIMER DIST CO	LIQUOR FUND	LIQUOR STOR	Misc Purchases - N	NA	\$284.85
CHECK # 059929 [	AHLHEIMER DIST CO					\$17,237.10
CHECK # 059931 F	IREHOSEDIRECT					
059931	FIREHOSEDIRECT	FIRE FUND	FIRE	Small Tools & Equi	FIRE HOSE & ADAPTERS	\$2,784.60
CHECK # 059931 F	IREHOSEDIRECT					\$2,784.60
CHECK # 059932 F	REETLY FLOORING LLP					
059932	FREETLY FLOORING LLP	GENERAL FUN	AQUATIC CEN		RECARPET CITY HALL BA	\$624.16
059932	FREETLY FLOORING LLP	GENERAL FUN	PARKS	Repair/Maint - Bldg	RECARPET CITY HALL BA	\$624.16 \$1,248.32
	REETLY FLOORING LLP					\$1,270.JZ
	OHNSON BROTHERS LIQUOR					
059933	JOHNSON BROTHERS LIQ	LIQUOR FUND	-	Wine Purchased for		\$3,735.70 \$8,092.78
059933 059933	JOHNSON BROTHERS LIQ JOHNSON BROTHERS LIQ	Liquor fund Liquor fund	-	Liquor Purchased f Misc Purchases - N		\$113.44
	OHNSON BROTHERS LIQUOR				-	\$11,941.92
CHECK # 059934 K	ONRAD MATERIAL SALES, LLC					
059934	KONRAD MATERIAL SALE		STREETS	Street Maint - Labo	CRACKFILLER	\$9,711.00
059934	KONRAD MATERIAL SALE	GENERAL FUN	AIRPORT	Street Maint - Labo	CRACKFILLER	\$9,711.00
CHECK # 059934 K	ONRAD MATERIAL SALES, LLC	:				\$19,422.00
CHECK # 059935 N	ICDONALD DIST CO					
059935	MCDONALD DIST CO	-	-	Liquor Purchased f		\$1,718.65
059935		-	-	Beer Purchased for		\$24,347.72
059935	MCDONALD DIST CO ICDONALD DIST CO	LIQUOR FUND	LIQUOR STOR	Misc Purchases - N	NA _	\$212.35 \$26,278.72
						· · · · · · · · · · · · · · · · · · ·
	HILLIPS WINE & SPIRITS			Wino Durchaged for		\$1,399.71
059937 059937	PHILLIPS WINE & SPIRITS PHILLIPS WINE & SPIRITS	-	•	Wine Purchased for Liquor Purchased f		\$1,399.71 \$17,791.52
059937			-	Misc Purchases - N		\$59.86
	HILLIPS WINE & SPIRITS	•	• • • • • • •		-	\$19,251.09
CHECK # 059938 S	OUTHERN GLAZERS OF MN					

CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
059938 059938	SOUTHERN GLAZERS OF SOUTHERN GLAZERS OF	LIQUOR FUND LIQUOR FUND	=	Wine Purchased for Liquor Purchased f		\$775.00 \$6,044.16
	UTHERN GLAZERS OF MN					\$6,819.16
CHECK # 059940 WH				Mine Dunchesed for		±406 20
059940 CHECK # 059940 WF	WHITED PLUMBING HITED PLUMBING	LIQUOR FUND	LIQUOR STOR	wine Purchased for	MEN'S URINAL FLUSHER	\$406.20 \$406.20
CHECK # 059941 CA	RDMEMBER SERVICE					
059941 CHECK # 059941 CA	CARDMEMBER SERVICE RDMEMBER SERVICE	GENERAL FUN	PLANNING &	Meetings, Training,	LAND USE TRAINING-FA	\$15.00 \$15.00
CHECK # 059942 CE	NTURYLINK					
059942	CENTURYLINK	GENERAL FUN	AIRPORT	Telephone	A/D BLDG PHONE	\$57.56
059942	CENTURYLINK	GENERAL FUN	AIRPORT	Telephone	FUEL PHONE	\$63.67
CHECK # 059942 CE	NTURYLINK					\$121.23
CHECK # 059943 KA	NABEC CO ATTORNEY					
059943	KANABEC CO ATTORNEY	GENERAL FUN	LEGAL	Legal Services	APR-JUNE PROSECUTION	\$7,250.00
CHECK # 059943 KA	NABEC CO ATTORNEY					\$7,250.00
CHECK # 059944 MN	I COUNCIL OF AIRPORTS (M	COA)				
059944	MN COUNCIL OF AIRPORT	GENERAL FUN	AIRPORT	Dues & Subscriptio	KOHLGRAF/YODER MEMB	\$150.00
CHECK # 059944 MN	I COUNCIL OF AIRPORTS (MO	COA)				\$150.00
CHECK # 059946 SE	NTRY SYSTEMS INC					
059946	SENTRY SYSTEMS INC	LIQUOR FUND	LIQUOR STOR	Rentals	APR - JUNE ALARM MONI	\$163.68
CHECK # 059946 SEI	NTRY SYSTEMS INC					\$163.68
CHECK # 059947 TR	COMPUTER SALES, LLC					
059947	TR COMPUTER SALES, LL	GENERAL FUN	INFORMATIO	Professional Servic	MONTHLY MONITORING,	\$1,676.17
CHECK # 059947 TR	COMPUTER SALES, LLC					\$1,676.17
CHECK # 059949 BEI	LBOY CORPORATION					
059949	BELLBOY CORPORATION	LIQUOR FUND		Wine Purchased for		\$220.00
059949	BELLBOY CORPORATION	LIQUOR FUND	-	-	LIQ & BRANDY RETURN	\$833.07
059949	BELLBOY CORPORATION	LIQUOR FUND	LIQUOR STOR	Misc Purchases - N	CHERRIES & LIME JUICE	\$49.95 \$1,103.02
						41,105.02
CHECK # 059951 BEI						
059951	BERNICK COMPANIES	LIQUOR FUND		Beer Purchased for Misc Purchases - N	BEER POP	\$7,691.05 \$177.91
059951 CHECK # 059951 BE	BERNICK COMPANIES	LIQUOR FUND	LIQUUK STUK	MISC PUICIDISES - IN	r Or	\$7,868.96
CHECK # 059952 BO						. ,
059952	BONTJES, SHAYNE	GENERAL FUN	STREETS	Uniforms	SHIRTS, PANTS, BOOTS	\$450.00
059952	BONTJES, SHAYNE	GENERAL FUN	PARKS	Uniforms	SHIRTS, PANTS, BOOTS	\$225.00
059952	BONTJES, SHAYNE	GENERAL FUN	AIRPORT	Uniforms	SHIRTS, PANTS, BOOTS	\$54.00
059952	BONTJES, SHAYNE	STORM WATER		Uniforms	SHIRTS, PANTS, BOOTS	\$117.00 \$54.00
059952 CHECK # 059952 BO	BONTJES, SHAYNE	CEMETERY FU	CEMETERY	Uniforms	SHIRTS, PANTS, BOOTS	\$54.00 \$900.00
CHECK # 059952 BO						+
059953	BREAKTHRU BEVERAGE	LIQUOR FUND		Wine Purchased for	WINE	\$112.00
059953	BREAKTHRU BEVERAGE	LIQUOR FUND	-		LIQ	\$4,584.05
059953	BREAKTHRU BEVERAGE	LIQUOR FUND	-	•	RETURN SOUR MIX	-\$33.97

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CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
CHECK # 059953 B	REAKTHRU BEVERAGE					\$4,662.08
CHECK # 059954 C	& L DISTRIBUTING					
059954 059954 059954 059954 CHECK # 059954 C	C & L DISTRIBUTING C & L DISTRIBUTING C & L DISTRIBUTING C & L DISTRIBUTING & L DISTRIBUTING	Liquor fund Liquor fund Liquor fund Liquor fund	LIQUOR STOR	Beer Purchased for Misc Purchases - N Liquor Purchased f Misc Purchases - N	N/A LIQ	\$947.65 \$11.50 \$172.92 -\$120.00 \$1,012.07
CHECK # 059955 D/	AHLHEIMER DIST CO					
059955 059955 CHECK # 059955 D/	DAHLHEIMER DIST CO DAHLHEIMER DIST CO AHLHEIMER DIST CO	Liquor fund Liquor fund	-	Beer Purchased for Misc Purchases - N		\$11,821.76 \$261.35 \$12,083.11
CHECK # 059956 FI	NANCE AND COMMERCE, INC					
059956 CHECK # 059956 FI	FINANCE AND COMMERCE NANCE AND COMMERCE, INC		AIRPORT	Capital Outlay	2023 TAXILANE RECONS	\$322.19 \$322.19
CHECK # 059957 JC	HNSON BROTHERS LIQUOR					
059957 059957 059957	Johnson Brothers Liq Johnson Brothers Liq Johnson Brothers Liq	Liquor fund Liquor fund Liquor fund	LIQUOR STOR	Liquor Purchased f Misc Purchases - N Wine Purchased for	NA	\$2,038.98 \$159.82 \$2,709.07
CHECK # 059957 JC	HNSON BROTHERS LIQUOR					\$4,907.87
CHECK # 059958 KA	NABEC CO SHERIFF					
059958 CHECK # 059958 KA	KANABEC CO SHERIFF	GENERAL FUN	LAW ENFORC	Professional Servic	APRIL LAW ENFORCEME	\$53,550.25 \$53,550.25
CHECK # 059959 KE	EVS DEPOT LLC					
059959 CHECK # 059959 KE	KEVS DEPOT LLC EVS DEPOT LLC	LIQUOR FUND	LIQUOR STOR	Wine Club Expense	CHEESE & CRACKERS FO	\$75.00 \$75.00
CHECK # 059960 M	CDONALD DIST CO					
059960 059960 059960 CHECK # 059960 M0	MCDONALD DIST CO MCDONALD DIST CO MCDONALD DIST CO CDONALD DIST CO	Liquor fund Liquor fund Liquor fund	LIQUOR STOR	Liquor Purchased f Misc Purchases - N Beer Purchased for	RETURN LIQ NA BEER	-\$34.12 \$168.70 \$18,831.07 \$18,965.65
CHECK # 059961 MI	IDCO					
059961 059961 059961 059961 059961 059961 CHECK # 059961 MI	MIDCO MIDCO MIDCO MIDCO MIDCO DCO	GENERAL FUN GENERAL FUN GENERAL FUN GENERAL FUN FIRE FUND LIQUOR FUND	INFORMATIO CITY HALL BU STREETS AQUATIC CEN FIRE LIQUOR STOR	Telephone Telephone Telephone Telephone Telephone Telephone	INTERNET PHONE/INTERNET PHONE/INTERNET PHONE/INTERNET INTERNET PHONE/INTERNET	\$88.39 \$610.88 \$109.56 \$109.44 \$75.39 \$387.47 \$1,381.13
CHECK # 059962 MI	N COMPUTER SYSTEMS, INC					
059962 059962 CHECK # 059962 MM	MN COMPUTER SYSTEMS, MN COMPUTER SYSTEMS, N COMPUTER SYSTEMS, INC	general fun Liquor fund	INFORMATIO LIQUOR STOR	Repair/Maint - Bldg Repair/Maint - Bldg		\$187.93 \$35.98 \$223.91
CHECK # 059963 MN 059963	MN PEIP	GENERAL FUN		Group Health Insur	MAY GROUP HEALTH INS	\$24,615.16
CHECK # 059963 MM		GENERALI UN				\$24,615.16

	CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
CHECK #	059964 PA	USTIS WINE COMPANY					
CHECK #	059964 059964 PA	PAUSTIS WINE COMPANY USTIS WINE COMPANY	LIQUOR FUND	LIQUOR STOR	Wine Purchased for	WINE	\$717.95 \$717.95
CHECK #	059965 PH	ILLIPS WINE & SPIRITS					
	059965	PHILLIPS WINE & SPIRITS PHILLIPS WINE & SPIRITS	-		Wine Purchased for Liquor Purchased f	WINE LIQ	\$1,298.88 \$8,388.49
CHECK #	059965 059965 PH	PHILLIPS WINE & SPIRITS ILLIPS WINE & SPIRITS	LIQUOR FUND	LIQUOR STOR	Misc Purchases - N	NA	\$681.30 \$10,368.67
CHECK #	059967 SO	UTHERN GLAZERS OF MN					
	059967	SOUTHERN GLAZERS OF	LIQUOR FUND	LIQUOR STOR	Wine Purchased for	WINE	\$349.75
	059967	SOUTHERN GLAZERS OF	LIQUOR FUND	-	Liquor Purchased f	LIQ	\$2,168.27
CHECK #	059967 SO	UTHERN GLAZERS OF MN					\$2,518.02
CHECK #	059968 VE	RIZON WIRELESS					
	059968	VERIZON WIRELESS	GENERAL FUN	PLANNING &	Telephone	CELL	\$28.78
	059968	VERIZON WIRELESS	GENERAL FUN	CITY HALL BU	Telephone	CELL	\$4.11
	059968	VERIZON WIRELESS	GENERAL FUN	BUILDING	Telephone	CELL	\$45.22
	059968	VERIZON WIRELESS	GENERAL FUN	STREETS	Small Tools & Equi	REPLACEMENT PHONE-K	\$66.00
	059968	VERIZON WIRELESS	GENERAL FUN	STREETS	Telephone	CELL/IPAD	\$92.87
	059968	VERIZON WIRELESS	GENERAL FUN	AQUATIC CEN	Telephone	CELL	\$28.78
	059968	VERIZON WIRELESS	GENERAL FUN	PARKS	Telephone	CELL/IPAD	\$37.19
	059968	VERIZON WIRELESS	GENERAL FUN	AIRPORT	Telephone	CELL	\$7.94
	059968	VERIZON WIRELESS	STORM WATER	STORM WATE	Small Tools & Equi	REPLACEMENT PHONE-K	\$6.00
	059968	VERIZON WIRELESS	STORM WATER	STORM WATE	Telephone	CELL/IPAD	\$19.25
	059968	VERIZON WIRELESS	CEMETERY FU	CEMETERY	Telephone	CELL/IPAD	\$7.94
	059968	VERIZON WIRELESS	LIQUOR FUND	LIQUOR STOR	Telephone	CELL	\$41.11
CHECK #	059968 VE	RIZON WIRELESS	-	-		-	\$385.19
CHECK #	059969 VIA	ACTUARIAL SOLUTIONS					
CHECK #	059969	VIA ACTUARIAL SOLUTIO	GENERAL FUN	FINANCE	Auditing	2023 GASB 75 VALUATIO	\$814.00
	059969	VIA ACTUARIAL SOLUTIO	LIQUOR FUND			2023 GASB 75 VALUATIO	\$462.00
CHECK #		A ACTUARIAL SOLUTIONS	LIQUOK FUND	LIQUOK STOK	Additing	2023 GASD / 3 VALUATIO	\$1,276.00
							41,270.00
CHECK #	059970 WE	ST CENTRAL UTILITY COORI	D COMM				
	059970	WEST CENTRAL UTILITY	GENERAL FUN	STREETS	Dues & Subscriptio	2023 DAMAGE PREVENTI	\$40.00
	059970	WEST CENTRAL UTILITY	STORM WATER	STORM WATE	Miscellaneous	2023 DAMAGE PREVENTI	\$40.00
CHECK #	059970 WE	ST CENTRAL UTILITY COORI	D COMM				\$80.00
CHECK #	059971 YO	DER, MANDI					
	059971	YODER, MANDI	GENERAL FUN	ADMINISTRAT	Meetings, Training,	CLERK CONFERENCE MIL	\$106.77
CHECK #		DER, MANDI	GENERALITON	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, lootingo, maining,	-	\$106.77
		•					,
CHECK #		E HARDWARE					AC1 07
	059972	ACE HARDWARE	GENERAL FUN			SURGE PROTECTORS & B	\$51.97
	059972	ACE HARDWARE	GENERAL FUN	STREETS	Repair/Maint - Bldg		\$43.98 #0.00
	059972	ACE HARDWARE	LIQUOR FUND	-			\$9.99 ¢51.08
	059972		LIQUOR FUND	LIQUUK STOR	Cleaning Supplies	"WET FLOOR" SIGNS	\$51.98
CHECK #	059972 ACI	E HARDWARE					\$157.92
CHECK #	059973 AM	ERICAN BOTTLING CO. INC					
	059973	AMERICAN BOTTLING CO.	LIQUOR FUND	LIQUOR STOR	Misc Purchases - N	POP	\$312.66
CHECK #	059973 AM	ERICAN BOTTLING CO. INC					\$312.66

CHECK	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
CHECK # 059974 AR	AMARK					
059974 059974 059974 CHECK # 059974 AR	ARAMARK ARAMARK ARAMARK AMARK	GENERAL FUN GENERAL FUN GENERAL FUN	CITY HALL BU LIBRARY BUIL GARAGE	Laundry/Rugs Laundry/Rugs Other Operating Su	CITY HALL RUGS LIBRARY RUGS & TOWEL GARAGE TOWELS	\$65.11 \$58.25 \$103.32 \$226.68
CHECK # 059976 AU	TO VALUE MORA					
059976 059976 059976 059976 CHECK # 059976 AU	AUTO VALUE MORA AUTO VALUE MORA AUTO VALUE MORA AUTO VALUE MORA TO VALUE MORA	GENERAL FUN GENERAL FUN GENERAL FUN GENERAL FUN	STREETS STREETS STREETS STREETS	Repair/Maint - Bldg Repair/Maint - Bldg	STERLING HEADLIGHT R STERLING MUFFLER RPR AIR FILTER PLOW FLUID & EQ GREA	\$162.96 \$59.96 \$26.99 \$207.89 \$457.80
CHECK # 059978 CA	MPBELL KNUTSON, P.A.					
059978 059978 CHECK # 059978 CAI	CAMPBELL KNUTSON, P.A. CAMPBELL KNUTSON, P.A. MPBELL KNUTSON, P.A.		Mayor & Co Legal	Legal Services Legal Services	COUNCIL ORIENTATION MISC LEGAL SERVICES	\$1,419.50 \$18.17 \$1,437.67
CHECK # 059980 CR	YSTAL SPRINGS ICE					
059980 CHECK # 059980 CR	CRYSTAL SPRINGS ICE YSTAL SPRINGS ICE	LIQUOR FUND	LIQUOR STOR	Misc Purchases - N	ICE	\$440.60 \$440.60
CHECK # 059981 EA	RL F ANDERSON					
059981 CHECK # 059981 EAI	EARL F ANDERSON RL F ANDERSON	general fun	PARKS	Street Signs	LIONS PARK RESTROOM	\$146.95 \$146.95
CHECK # 059983 EAS	ST CENTRAL ENERGY-ELECT					
059983 059983 059983 CHECK # 059983 EAS	EAST CENTRAL ENERGY-E EAST CENTRAL ENERGY-E EAST CENTRAL ENERGY-E ST CENTRAL ENERGY-ELECT	GENERAL FUN	PARKS AIRPORT LIQUOR STOR	Electricity Electricity Electricity	ELECTRICITY ELECTRICITY ELECTRICITY	\$70.60 \$495.06 \$1,836.70 \$2,402.36
CHECK # 059985 EC	M PUBLISHERS, INC					
059985 CHECK # 059985 ECI	ECM PUBLISHERS, INC M PUBLISHERS, INC	LIQUOR FUND	LIQUOR STOR	Advertising	LIQ ADS	\$286.50 \$286.50
CHECK # 059987 FEF	RGUSON WATERWORKS					
059987 CHECK # 059987 FEF	FERGUSON WATERWORK RGUSON WATERWORKS	GENERAL FUN	AIRPORT	Small Tools & Equi		\$358.99 \$358.99
CHECK # 059988 FRE	EEDOM MAILING SERVICES I	NC				
059988 CHECK # 059988 FRE	FREEDOM MAILING SERVI EEDOM MAILING SERVICES I		ADMINISTRAT	Professional Servic	NEWSLETTER	\$20.82 \$20.82
CHECK # 059989 GLE	ENS TIRE OPERATIONS INC					
059989 CHECK # 059989 GLE	GLENS TIRE OPERATIONS ENS TIRE OPERATIONS INC	GENERAL FUN	PARKS	Tires	TIRES	\$61.00 \$61.00
CHECK # 059990 GO	PHER STATE ONE-CALL INC					
059990 059990 CHECK # 059990 GO	GOPHER STATE ONE-CALL GOPHER STATE ONE-CALL PHER STATE ONE-CALL INC			Professional Servic Professional Servic		\$1.62 \$1.62 \$3.24
CHECK # 059991 GR	ANITE CITY JOBBING					
059991 059991	GRANITE CITY JOBBING GRANITE CITY JOBBING	GENERAL FUN GENERAL FUN	CITY HALL BU GARAGE	Other Operating Su Other Operating Su		\$59.12 \$29.56

#	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
059991	GRANITE CITY JOBBING	GENERAL FUN	AIRPORT	Other Operating Su		\$35.21
	RANITE CITY JOBBING			, ,		\$123.89
HECK # 059992 GI	RANITE ELECTRONICS, INC					
059992	GRANITE ELECTRONICS, I	FIRE FUND	FIRE	Small Tools & Equi	PAGER ANTENNAS/BELT	\$86.84
059992	GRANITE ELECTRONICS, I		FIRE	Repair/Maint - Bldg	-	\$483.50
	RANITE ELECTRONICS, INC		, al the	Ropan, Flame Diag		\$570.34
HECK # 059993 H						
059993	HAWKINS INC	GENERAL FUN	CITY HALL BU	Other Operating Su		\$314.01
059993	HAWKINS INC	GENERAL FUN	STREETS	Chemicals	ICE MELT	\$314.01
059993	HAWKINS INC	GENERAL FUN	PARKS	Chemicals	ICE MELT	\$314.01
059993	HAWKINS INC	LIQUOR FUND		Other Operating Su		\$154.66
HECK # 059993 HA		LIQUORTOND	LIQUON STOR	other operating ou		\$1,096.69
	HNSONS HARDWARE & RENT	۵۱				1-7-
059998	JOHNSONS HARDWARE & RENT	GENERAL FUN	MAYOR & CO	Other Operating Su	BATTERIES	\$18.99
059998	JOHNSONS HARDWARE &	GENERAL FUN	FINANCE	Repair/Maint - Bldg	DESK BRACKETS - ERICK	\$4.99
059998	JOHNSONS HARDWARE &	GENERAL FUN	CITY HALL BU	Repair/Maint - Bldg	GASKET FOR SEWER LID	\$7.98
059998	JOHNSONS HARDWARE &	GENERAL FUN	CITY HALL BU	Small Tools & Equi	WRENCH SET	\$32.99
059998	JOHNSONS HARDWARE &	GENERAL FUN	STREETS	Repair/Maint - Bldg	RPR BOLTS	\$3.30
059998	JOHNSONS HARDWARE &	GENERAL FUN	STREETS	Repair/Maint - Bldg	WEATHERSTRIP FOR LIG	\$2.99
059998	JOHNSONS HARDWARE &	GENERAL FUN	AQUATIC CEN	Repair/Maint - Bldg	PAINT SUPPLIES FOR CIT	\$24.72
059998	JOHNSONS HARDWARE &	GENERAL FUN	PARKS	Repair/Maint - Bldg	PAINT SUPPLIES FOR CIT	, \$24.72
059998	JOHNSONS HARDWARE &	GENERAL FUN	PARKS	· · •	HOSE PART & TRASH BA	\$40.98
059998	JOHNSONS HARDWARE &		FIRE	Small Tools & Equi	MISC TOOLS	\$17.94
059998	JOHNSONS HARDWARE &		FIRE	Lubricants & Additi	SYNTH GAS/OIL MIX	\$14.98
059998	JOHNSONS HARDWARE &	FIRE FUND	FIRE	Cleaning Supplies	GLASS CLEANER, WINDS	\$14.97
059998	JOHNSONS HARDWARE &	FIRE FUND	FIRE	Other Operating Su	24 PK WATER & BATTERI	\$39.94
059998	JOHNSONS HARDWARE &	FIRE FUND	FIRE	Repair/Maint - Bldg	TARP & CHAIN	\$63.84
HECK # 059998 JC	HNSONS HARDWARE & RENT	AL				\$313.33
1ECK # 059999 KA	NABEC PUBLICATIONS, INC					
059999	KANABEC PUBLICATIONS,	GENERAL FUN	HUMAN RESO	Advertising	JOB ADS-SUMMER EMPL	\$541.01
059999	KANABEC PUBLICATIONS,	GENERAL FUN	PLANNING &	Advertising	PUBL HEARING NOTICE-	\$37.17
059999	KANABEC PUBLICATIONS,	LIQUOR FUND	LIQUOR STOR	5	LIQ ADS	\$499.75
	KANABEC PUBLICATIONS,		•			
039999			LIQUOR STOR	Advertising	LIQUOR 2022 FINANCIAL	\$128.88
059999 HECK # 059999 KA	NABEC PUBLICATIONS, INC	LIQUOK I UND	LIQUOR STOR	Advertising	LIQUOR 2022 FINANCIAL	\$128.88 \$1,206.81
HECK # 059999 KA	NABEC PUBLICATIONS, INC	LIQUOR I UND		Advertising	LIQUOR 2022 FINANCIAL	August
HECK # 059999 KA HECK # 060000 KC	NABEC PUBLICATIONS, INC DRTERRA, INC				•	\$1,206.81
HECK # 059999 KA HECK # 060000 KC 060000	NABEC PUBLICATIONS, INC DRTERRA, INC KORTERRA, INC	GENERAL FUN	STREETS	Professional Servic	ANNUAL LOCATING SERV	\$1,206.81 \$195.00
HECK # 059999 KA HECK # 060000 KC 060000 060000	NABEC PUBLICATIONS, INC DRTERRA, INC KORTERRA, INC KORTERRA, INC	GENERAL FUN	STREETS	Professional Servic	•	\$1,206.81
HECK # 059999 KA HECK # 060000 KC 060000 060000 HECK # 060000 KC	NABEC PUBLICATIONS, INC DRTERRA, INC KORTERRA, INC KORTERRA, INC DRTERRA, INC	GENERAL FUN	STREETS	Professional Servic	ANNUAL LOCATING SERV	\$1,206.81 \$195.00 \$195.00
HECK # 059999 KA HECK # 060000 KC 060000 060000 HECK # 060000 KC HECK # 060001 KV	NABEC PUBLICATIONS, INC DRTERRA, INC KORTERRA, INC KORTERRA, INC DRTERRA, INC VIK TRIP - GAS PURCHASES	GENERAL FUN STORM WATER	STREETS STORM WATE	Professional Servic Professional Servic	ANNUAL LOCATING SERV ANNUAL LOCATING SERV	\$1,206.81 \$195.00 \$195.00 \$390.00
HECK # 059999 KA HECK # 060000 KC 060000 060000 HECK # 060000 KC HECK # 060001 KV 060001	NABEC PUBLICATIONS, INC ORTERRA, INC KORTERRA, INC KORTERRA, INC ORTERRA, INC VIK TRIP - GAS PURCHASES KWIK TRIP - GAS PURCHA	GENERAL FUN STORM WATER GENERAL FUN	STREETS STORM WATE	Professional Servic Professional Servic Motor Fuels	ANNUAL LOCATING SERV ANNUAL LOCATING SERV	\$1,206.81 \$195.00 \$195.00 \$390.00 \$5,045.35
HECK # 059999 KA HECK # 060000 KC 060000 HECK # 060000 KC HECK # 060001 KV 060001 060001	NABEC PUBLICATIONS, INC PRTERRA, INC KORTERRA, INC KORTERRA, INC PRTERRA, INC VIK TRIP - GAS PURCHASES KWIK TRIP - GAS PURCHA	GENERAL FUN STORM WATER GENERAL FUN	STREETS STORM WATE	Professional Servic Professional Servic	ANNUAL LOCATING SERV ANNUAL LOCATING SERV	\$1,206.81 \$195.00 \$195.00 \$390.00 \$5,045.35 \$690.99
HECK # 059999 KA HECK # 060000 KC 060000 HECK # 060000 KC HECK # 060001 KV 060001 060001 HECK # 060001 KV	NABEC PUBLICATIONS, INC ORTERRA, INC KORTERRA, INC KORTERRA, INC ORTERRA, INC VIK TRIP - GAS PURCHASES KWIK TRIP - GAS PURCHA KWIK TRIP - GAS PURCHASES	GENERAL FUN STORM WATER GENERAL FUN	STREETS STORM WATE	Professional Servic Professional Servic Motor Fuels	ANNUAL LOCATING SERV ANNUAL LOCATING SERV	\$1,206.81 \$195.00 \$195.00 \$390.00 \$5,045.35
HECK # 059999 KA HECK # 060000 KC 060000 HECK # 060000 KC HECK # 060001 KV 060001 060001 HECK # 060001 KV	NABEC PUBLICATIONS, INC PRTERRA, INC KORTERRA, INC KORTERRA, INC PRTERRA, INC VIK TRIP - GAS PURCHASES KWIK TRIP - GAS PURCHA	GENERAL FUN STORM WATER GENERAL FUN	STREETS STORM WATE	Professional Servic Professional Servic Motor Fuels Motor Fuels	ANNUAL LOCATING SERV ANNUAL LOCATING SERV FUEL FUEL	\$1,206.81 \$195.00 \$195.00 \$390.00 \$5,045.35 \$690.99 \$5,736.34
HECK # 059999 KA HECK # 060000 KC 060000 HECK # 060000 KC HECK # 060001 KV 060001 060001 HECK # 060001 KV	NABEC PUBLICATIONS, INC ORTERRA, INC KORTERRA, INC KORTERRA, INC ORTERRA, INC VIK TRIP - GAS PURCHASES KWIK TRIP - GAS PURCHA KWIK TRIP - GAS PURCHASES	GENERAL FUN STORM WATER GENERAL FUN FIRE FUND	STREETS STORM WATE	Professional Servic Professional Servic Motor Fuels Motor Fuels	ANNUAL LOCATING SERV ANNUAL LOCATING SERV	\$1,206.81 \$195.00 \$195.00 \$390.00 \$5,045.35 \$690.99 \$5,736.34 \$1,398.16
HECK # 059999 KA HECK # 060000 KC 060000 HECK # 060001 KV 060001 HECK # 060001 KV 060001 HECK # 060002 MI 060002	NABEC PUBLICATIONS, INC DRTERRA, INC KORTERRA, INC KORTERRA, INC DRTERRA, INC WIK TRIP - GAS PURCHASES KWIK TRIP - GAS PURCHA KWIK TRIP - GAS PURCHA KWIK TRIP - GAS PURCHASES DWEST MACHINERY CO	GENERAL FUN STORM WATER GENERAL FUN FIRE FUND	STREETS STORM WATE STREETS FIRE	Professional Servic Professional Servic Motor Fuels Motor Fuels	ANNUAL LOCATING SERV ANNUAL LOCATING SERV FUEL FUEL	\$1,206.81 \$195.00 \$195.00 \$390.00 \$5,045.35 \$690.99 \$5,736.34
HECK # 059999 KA HECK # 060000 KC 060000 HECK # 060001 KV 060001 HECK # 060001 KV 060001 HECK # 060002 MI 060002 HECK # 060002 MI	NABEC PUBLICATIONS, INC DRTERRA, INC KORTERRA, INC KORTERRA, INC DRTERRA, INC WIK TRIP - GAS PURCHASES KWIK TRIP - GAS PURCHA KWIK TRIP - GAS PURCHA KWIK TRIP - GAS PURCHASES DWEST MACHINERY CO MIDWEST MACHINERY CO	GENERAL FUN STORM WATER GENERAL FUN FIRE FUND	STREETS STORM WATE STREETS FIRE	Professional Servic Professional Servic Motor Fuels Motor Fuels	ANNUAL LOCATING SERV ANNUAL LOCATING SERV FUEL FUEL	\$1,206.81 \$195.00 \$195.00 \$390.00 \$5,045.35 \$690.99 \$5,736.34 \$1,398.16
HECK # 059999 KA HECK # 060000 KC 060000 HECK # 060000 KC HECK # 060001 KV 060001 HECK # 060001 KV HECK # 060002 MI 060002 HECK # 060002 MI	NABEC PUBLICATIONS, INC ORTERRA, INC KORTERRA, INC KORTERRA, INC ORTERRA, INC VIK TRIP - GAS PURCHASES KWIK TRIP - GAS PURCHA KWIK TRIP - GAS PURCHA KWIK TRIP - GAS PURCHASES DWEST MACHINERY CO MIDWEST MACHINERY CO DWEST MACHINERY CO	GENERAL FUN STORM WATER GENERAL FUN FIRE FUND GENERAL FUN	STREETS STORM WATE STREETS FIRE PARKS	Professional Servic Professional Servic Motor Fuels Motor Fuels Repair/Maint - Bldg	ANNUAL LOCATING SERV ANNUAL LOCATING SERV FUEL FUEL	\$1,206.81 \$195.00 \$195.00 \$390.00 \$5,045.35 \$690.99 \$5,736.34 \$1,398.16

	CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
CHECK #	060003 060003 MI	MILLER TRUCKING INC	LIQUOR FUND	LIQUOR STOR	Liquor Purchased f		\$489.30 \$679.00
CHFCK #	060004 MI	NNESOTA PAVING & MATER	ALS				·
	060004	MINNESOTA PAVING & M		STREETS	Street Maint - Labo	COLD MIX FOR POTHOLE	\$3,600.00
CHECK #		INNESOTA PAVING & MATER					\$3,600.00
CHECK #	060005 MI	N ENERGY RESOURCES CORP	•				
	060005	MN ENERGY RESOURCES	GENERAL FUN	CITY HALL BU		MARCH NATURAL GAS	\$474.60
	060005	MN ENERGY RESOURCES	GENERAL FUN	LIBRARY BUIL	Natural Gas - Heat		\$355.63
	060005	MN ENERGY RESOURCES	GENERAL FUN	GARAGE	Natural Gas - Heat		\$1,193.08
	060005	MN ENERGY RESOURCES	GENERAL FUN	AQUATIC CEN	Natural Gas - Heat		\$255.40
	060005	MN ENERGY RESOURCES	GENERAL FUN	AIRPORT		MARCH NATURAL GAS-H	\$279.22
	060005 060005	MN ENERGY RESOURCES	GENERAL FUN FIRE FUND	AIRPORT FIRE		MARCH NATURAL GAS-A/ MARCH NATURAL GAS	\$119.41 \$900.09
		MN ENERGY RESOURCES N ENERGY RESOURCES CORP		FIRE	Natural Gas - Heat	MAKCH NATUKAL GAS	\$3,577.43
CHECK #	000005 MI	I ENERGI RESOURCES CORP					φ3,377,43
CHECK #	060007 OE	OP BUSINESS SOLUTIONS LLC	2				
	060007	ODP BUSINESS SOLUTION	GENERAL FUN	MAYOR & CO	Office Supplies	OFFICE SUPPLIES	\$6.20
	060007	ODP BUSINESS SOLUTION	GENERAL FUN	ADMINISTRAT	Office Supplies	OFFICE SUPPLIES	\$6.20
	060007	ODP BUSINESS SOLUTION	GENERAL FUN	FINANCE	Office Supplies	OFFICE SUPPLIES	\$6.20
CHECK #	060007 OE	OP BUSINESS SOLUTIONS LLC					\$18.60
CHECK #	060009 OV	VENS AUTO PARTS					
	060009	OWENS AUTO PARTS	GENERAL FUN	STREETS	Repair/Maint - Bldg	STERLING EXHAUST RPR	\$58.69
CHECK #	060009 OV	VENS AUTO PARTS					\$58.69
CHECK #	060011 QL	JALITY DISPOSAL					
	060011	QUALITY DISPOSAL	GENERAL FUN	CITY HALL BU	Garbage Removal	GARBAGE	\$63.23
	060011	QUALITY DISPOSAL	GENERAL FUN	LIBRARY BUIL	Garbage Removal	GARBAGE	\$36.04
	060011	QUALITY DISPOSAL	GENERAL FUN	STREETS	Garbage Removal	GARBAGE	\$106.82
	060011	QUALITY DISPOSAL	GENERAL FUN	GARAGE	Garbage Removal	GARBAGE	\$169.88
	060011	QUALITY DISPOSAL	LIQUOR FUND	LIQUOR STOR	Garbage Removal	GARBAGE	\$234.23
CHECK #	060011 QL	JALITY DISPOSAL					\$610.20
CHECK #	060012 QL	ILL CORPORATION					
	060012	QUILL CORPORATION	GENERAL FUN	MAYOR & CO	Office Supplies	OFFICE SUPPLIES	\$5.59
	060012	QUILL CORPORATION	GENERAL FUN	ADMINISTRAT		OFFICE SUPPLIES	\$5.59
	060012	QUILL CORPORATION	GENERAL FUN	FINANCE	Office Supplies	OFFICE SUPPLIES	\$10.73
	060012	QUILL CORPORATION	GENERAL FUN		Other Operating Su		\$56.99
	060012	QUILL CORPORATION	GENERAL FUN		Other Operating Su		\$18.59
	060012	QUILL CORPORATION	GENERAL FUN	LIBRARY BUIL	Other Operating Su	ТР	\$56.99
CHECK #	060012 QL	ILL CORPORATION					\$154.48
CHECK # 060013 RDO EQUIPMENT							
0	060013	RDO EQUIPMENT	GENERAL FUN	STREETS	Repair/Maint - Bldg	LOADER REPAIR	\$1,939.03
CHECK # 060013 RDO EQUIPMENT \$1,939.03							
CHECK #		D BULL DISTRIBUTION COM					1000 00
CHECK #	060014 060014 RE	RED BULL DISTRIBUTION D BULL DISTRIBUTION COM		LIQUOR STOR	Misc Purchases - N	ENERGY DRINK	\$222.88 \$222.88
CHECK # 060017 SCOTTS LAWN & LANDSCAPES							
	060017	SCOTTS LAWN & LANDSC	LIOUOR FUND	LIOUOR STOR	Repair/Maint - Bldg	JANUARY PLOW, SALT &	\$2,544.00
CHECK #		OTTS LAWN & LANDSCAPES			,,		\$2,544.00

CHECK	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
CHECK # 060018 SE	Н					
060018	SEH	GENERAL FUN	ADMINISTRAT	Professional Servic	TH 65 BIKE TRAIL EXT S	\$2,674.07
060018	SEH	GENERAL FUN	PARKS	Engineering	FOX RUN PARK PLAN UP	\$202.31
CHECK # 060018 SE	Η					\$2,876.38
CHECK # 060019 SPI	ECTRUM SUPPLY					
060019	SPECTRUM SUPPLY	LIQUOR FUND	LIQUOR STOR	Other Operating Su	PAPER TOWELS	\$36.01
060019	SPECTRUM SUPPLY	LIQUOR FUND	LIQUOR STOR	Off-Sale Supplies	BAGS	\$591.57
CHECK # 060019 SPI	ECTRUM SUPPLY					\$627.58
CHECK # 060021 UP	PER CASE PRINTING INK					
060021	UPPER CASE PRINTING IN	GENERAL FUN	ADMINISTRAT	Professional Servic	NEWSLETTER	\$239.20
CHECK # 060021 UP	PER CASE PRINTING INK					\$239.20
CHECK # 060022 VIK	KING COKE					
060022	VIKING COKE	LIQUOR FUND	LIQUOR STOR	Misc Purchases - N	POP	\$1,241.91
CHECK # 060022 VIK	(ING COKE					\$1,241.91
CHECK # 060023 WATSON CO., INC						
060023	WATSON CO., INC	LIQUOR FUND	LIQUOR STOR	Misc Purchases - N	TOBACCO, JUICE, ETC	\$6,740.51
CHECK # 060023 WA	TSON CO., INC					\$6,740.51
						\$622,093.98



CITY OF MORA

COUNCIL CHECK LIST

THE MARCH - APRIL 2023 CLAIMS HAVE BEEN APPROVED FOR PAYMENT BY:

MAYOR	COUNCIL MEMBER
COUNCIL MEMBER	COUNCIL MEMBER
COUNCIL MEMBER	CITY CLERK



# MEMORANDUM

To: Mayor and City Council

From: Natasha Segelstrom, Administrative Services Director

RE: Accept Restricted Donations

## BACKGROUND INFORMATION

The City of Mora has received the following donations:

DONATION RECEIVED FROM:	DONATION OF:	TERMS AND CONDITIONS OR DESCRIPTION OF PROPERTY:
Mora Fire Relief Association	Res-Q-Jack Super X Deluxe 4 Point Kit, Res-Q-Jack extension Tube 12", Res-Q-Jack extension Tube 24", Res-Q-Jack Super X Tripod head Res-Q-Jack Darlington Roll Head,	Donation to the Mora Area Fire Department (valued at \$20,320.46)
Mora Fire Relief Association	Survivor Alkaline Model Batteries (31)	Donation to the Mora Area Fire Department (valued at \$1858.45)

As required by MN State Statute, restricted donations must be officially accepted by the City Council.

## RECOMMENDATIONS

Motion to accept donations by approving Resolution 2023-421

*Attachments* Resolution 2023-421

#### Resolution No. 2023-421

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORA, MINNESOTA ACCEPTING RESTRICTED DONATIONS

WHEREAS, the City of Mora is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts.

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the city, and the terms or conditions of the donations, if any, are as follows:

DONATION RECEIVED FROM:	DONATION OF:	TERMS AND CONDITIONS OR DESCRIPTION OF PROPERTY:
Mora Fire Relief Association	Res-Q-Jack Super X Deluxe 4 Point Kit, Res-Q-Jack extension Tube 12", Res-Q-Jack extension Tube 24", Res-Q-Jack Super X Tripod head Res-Q-Jack Darlington Roll Head,	Donation to the Mora Area Fire Department (valued at \$20,320.46)

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED by the city council of the City of Mora, Kanabec County, Minnesota that:

- 1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
- 2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Voting for the Resolution: ..... Voting Against the Resolution: ..... Abstained from Voting: ..... Absent: .....

Motion carried and resolution adopted this 18th day of April 2023.

ATTEST:

Jake Mathison, Mayor

Natasha Segelstrom, City Clerk



M E M O R A N D U M

Date: April 18, 2023

To: Mayor and City Council

- From: Jeff Krie, Activities & RecreationCoordinator
- RE: Music in the Park ECRAC Grant

## SUMMARY

The City has received a grant award from the East Central Regional Arts Council (ECRAC) for the City's eleventh summer concert series, known as *Mora's Music in the Park*. The City Council will consider accepting the grant, as well as entering into a license agreement with the American Society of Composers, Authors and Publishers (ASCAP), and the Society of European Stage Authors and Composers (SESAC).

## **BACKGROUND INFORMATION**

The Park Board and staff have begun preparations for the upcoming season of *Mora's Music in the Park*, which will include 11 Thursday evening concerts beginning in June through August, and one special event concert (part of Fall Fest on September 23) in Library Park. The twelve music performances will represent a wide variety of genres, will be appropriate for all ages, and will be open to the public free of charge. With a proposed project budget of \$13,720, staff prepared and submitted a grant proposal to ECRAC in January for \$10,868. The City recently received notice that the grant request was approved. The grant start date is May 15, 2023 so no monies can be distributed before then.

The proposed project budget includes a local grant match of \$2,852. This amount includes \$1,452 of in-kind support and \$1,400 from community contributions (aka, sponsors). If the City Council accepts the grant award, staff will begin work to secure all necessary contributions.

If the City Council accepts the grant, staff is once again recommending that the City Council obtain permission to publicly perform copyrighted music via a license through ASCAP and SESAC. The ASCAP 2023 license fee is \$420, the SESAC license fee is \$553, and both have been included in the Music in the Park project budget.

## **OPTIONS & IMPACTS**

- Accept an \$10,868 grant from ECRAC for the *Mora's Music in the Park* summer concert series. Further, grant authorization to enter into a license agreement with ASCAP for the period of June 1, 2023 to December 31, 2023 and submit the necessary license fee of \$420. Also, to enter a license agreement with SESAC for the period of January 1, 2023 to December 31, 2023 and submit the necessary license fee of \$553.
- 2. Decline an \$10,868 grant from ECRAC for the *Mora's Music in the Park* summer concert series. By doing this the City would not have the funds necessary to secure artists and would not be able to move forward with the concert series this year.
- 3. Take no action at this time. By doing this the City would forfeit an \$10,868 grant from ECRAC, which may jeopardize future grant requests.

Motion to accept an \$10,868 grant from ECRAC for the *Mora's Music in the Park* summer concert series and to grant authorization to enter into a license agreement with ASCAP for \$420 license fee and to SESAC for \$553 license fee.

*Attachments* None



City of Mora 101 Lake Street South Mora, MN 55051 Telephone: 320-225-4804 E-mail: m.yoder@cityofmora.com

# **Mobile Food Unit Application**

Fees: 🔀 Annual License \$75				
Licensee Information				
Type of Applicant Individual Corporation Applicant Full Name (person comp	leting the application)			
Partnership Association Wariya Thom	IPSON			
Legal Name of Licensee (individual, business, partnership, LLC, DBA or Trade Name	,			
Corporation) 1 on Liméte Thai 1 on Kit	chen			
Licensee Address City State	Zip Code			
27931 116 ST NW Zimmerman MN	55398			
Is this your permanent address? 🗹 Yes 🗖 No If not, please provide permanent address.				
Primary Phone Email Hai' 1	onkitchen @gmail.com			
Minnesota Business Tax ID Number   Federal Tax ID Number   Applicant's Soc	hai Security Inulliber (must			
(Per Minnesota Statutes 270C.72) be provided if the MN provided if the MN	and Federal ID numbers are not			
Vehicle Information           License Plate #         State         Make         Model         Year	Color			
MN	White			
Certificate of Insurance				
<b>D</b> A C fit C if the flammer much be straded to this configuration				
A Copy of the Certificate of Insurance must be attached to this application.				
The city requires <u>all</u> applicants to provide a certificate of insurance that has been issued to the company authorized to do business in the State of Minnesota verifying the applicant is insured				
of all operations of such applicant under this chapter for the sum of at least one million dollar	s (\$1,000,000.00) against			
liability for bodily injuries and for at least one million dollars (\$1,000,000.00) against liability for damage or destruction of				
property.				
Certificate of insurance must contain a provision requiring at least thirty (30) days' advanced written notice to the city, or ten (10) days' written notice for non-payment of premium notification be sent to the city should the policy be cancelled				
before its stated expiration date.				
State License				
Mobile food units shall hold a valid license from the State of Minnesota Department of Health or Department of Agriculture. A copy of the state license must be attached to this permit application.				
Previous Licenses				
Please list the last three (3) municipalities you held a license for operating a Mobile Food Unit. Include city, state, and				
dates. 1 ELK River				
1. ECN NVEI 2. otsego				
2. Otseyo 3. Monticello				

Submittal Checklist
<ul> <li>Completed application.</li> <li>Application Fees made payable to "City of Mora".</li> <li>Completed and signed Certificate of Compliance Minnesota Workers' Compensation Law form.</li> <li>Completed and signed Background Investigation Consent Release.</li> <li>Copy of driver's license or valid government issued photo identification.</li> <li>Copy of proof of Minnesota Department of Health or Minnesota Department of Agriculture License.</li> <li>Certificate of Insurance.</li> </ul>
Please note: License applications may take up to 30 days for approval so please allow ample time
between the application and your first event.
Applicant Signature
I certify that I have read the above questions and the answers are true and correct to the best of my knowledge. Was ya Mompson shall perform its activities in full conformance with applicable federal, state and local (Licensee Name) laws, and shall be responsible for, and shall indemnify, defend and hold harmless the City of Mora and all of the City's officers, employees and agents from and against all claims, suits, liability, damages and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or death of any person, and for all other liabilities whatsoever including related expenses and actual attorney fees in any way sustained by reason of the activities authorized by this license, permit or agreement in connection with the actions of MAX 1 ON KITCHEN, its employees, agents or officers within the City of Mora. (Licensee Name)
The foregoing shall not be construed to be an agreement to indemnify the City of Mora, its officers, agents or employees against liability for claims, suits, damages and losses to the extent that such claims, suits, damages and losses were caused by or resulting from the gross negligence or willful misconduct of the City of Mora, its officers, employees or agents. This permit, license or agreement shall be construed in accordance with the laws of the State of Minnesota. Months Signature $3-6-2.3$ Date

Date Filed: <u>() 3-13-202</u> Fo Background check: <u>V 46</u> Approve, <u>Q11, dC fr</u> t	City Official:	Receipt number: <u>(1/4+1295</u> Date: <u>04-14-202</u> 3
License Number:	Comments:	]



# MEMORANDUM

Date	April 18, 2023
То	Mayor and City Council
From	Glenn Anderson, City Administrator
	Natasha Segelstrom, Administrative Services Director
RE	Housing and Redevelopment Authority Update

#### SUMMARY

Mora HRA Executive Director, Jack L'Heureux will provide an update to the Council on the HRA programs.



# M E M O R A N D U M

Date	April 18, 2023
То	Mayor and City Council
From	Natasha Segelstrom, Administrative Services Director
RE	Professional Services - Civil Attorney

#### SUMMARY

The Council will appoint Leah Koch as the City's civil attorney in response to the March 21, 2023 City Council Work Session, in which Joel Jamnick announced his upcoming retirement.

#### BACKGROUND

Minnesota Statute 412.221 Specific Powers of Council Subd. 5 Actions at Law states:

"The council shall have power to provide for the prosecution or defense of actions or proceedings at law in which the city may be interested and it may employ counsel for the purpose."

This provides City Council with the power to appoint a civil attorney.

Campbell Knutson has provided legal services for over 20 years for the city. Their Municipal Law capabilities and areas of practice to include:

- -employment laws and labor relations
  -environmental review
  -economic development
  -council and other meetings
- -ordinance and resolution drafting
  -zoning and land use
  -litigation
   data practices

#### RECOMMENDATIONS

Motion to continue professional services with Campbell Knutson and appoint Leah Koch as the City of Mora's civil attorney.



# MEMORANDUM

Date: April 18, 2023
To: Mayor and City Council
From: Kelly Christianson, Accountant
RE: Approving Transfers noted on Resolution 2023-422

## SUMMARY

Approving Transfer of funds noted on Resolution 2023-422.

## BACKGROUND INFORMATION

During 2022 the City paid off the 2011A Series, General Obligation Street Reconstruction Bond based on the schedule for this bond. There are remaining monies in this fund after the bond was paid off. City staff recommend moving the money to the Future Improvement Fund for the Fox Run Development Park Project (CIP 5202-2021-01). This transfer will add the additional revenues needed to meet the park project commitment and meet or exceed the City's matching funds for the MN DNR grant being sought to fully fund the park project. This transfer will eliminate or reduce the need to levy tax dollars in the future to fund this project. This transfer will also close out the 2011A Street Bond Fund (530).

## **OPTIONS & IMPACTS**

- A. Motion to approve the accompanying resolution to transfer monies from the Debt Service Fund to the Future Improvement Fund, as presented.
- B. Do not approve transfer of funds.

#### RECOMMENDATIONS

Motion to approve the accompanying resolution to transfer monies from the Debt Service Fund to the Future Improvement Fund, as presented.

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORA, MINNESOTA APPROVING THE TRANSFER OF MONIES FROM DEBT SERVICE FUND TO THE FUTURE IMPROVEMENT FUND

WHEREAS, this resolution is intended to summarize the current 2023 transfer of monies between funds which are needed to close out the debt service fund and commit funds to ;

NOW, THEREFORE, BE IT RESOLVED by the city council of the City of Mora, Kanabec County, Minnesota reaffirms the transfer of monies between funds for 2023 as summarized by the following:

As recommended per City Staff based on activity during the 2023 fiscal year:

A transfer of the \$95,578.62 balance, including any delinquent tax receivables, from the 2011A Bond Fund 530 to the Future Improvement Fund 409 to provide resources for the Fox Run Development Park Project (CIP 5202-2021-01).

- The G.O. Street Reconstruction Bonds, Series 2011A bond payments were completed in 2022. This transfer will allow the closing of the debt service fund that is no longer needed.
- 2. This transfer will provide the resources needed to meet the City's commitment to the Fox Run Development Park Project's matching grant application requirements.

The foregoing resolution was introduced and moved for adoption by Council Member \_\_\_\_\_\_ and seconded by Council Member \_\_\_\_\_\_.

Voting for the Resolution:..... Voting Against the Resolution: ..... Abstained from Voting:.... Absent: ....

Motion carried and resolution adopted this 18<sup>th</sup> day of April 2023.

ATTEST:

Jake Mathison, Mayor

Glenn Anderson, City Administrator



# MEMORANDUM

Date	April 18, 2023
То	Mayor and City Council

- From Kirsten Faurie, Community Development Director
- RE Harrison Property Offer

## SUMMARY

The City Council will consider an offer to purchase privately-owned land along the Snake River.

#### DISCUSSION

Bob Harrison owns 23 acres of land along the Snake River within Mora city limits. The land is situated between several other properties owned by the city. Mr. Harrison intends to sell the land and is offering the city the first opportunity before listing the property with a realtor. There is a 1970's single-family home with attached garage located on the larger parcel; approximately half of the property along the river is in the floodway.

Mr. Harrison stated his minimum asking price is \$600,000.

The Kanabec County Auditor's 2022 Estimated Market Value for the properties are:

- Parcel 1 (PID 22.00065.00) \$49,700
- Parcel 2 (PID 22.00060.00) <u>\$287,300</u>
   Total: \$337,000

The city's Trail Plan included in the 2021 Comprehensive Plan includes a proposed trail along the river connecting Canoe Park to the existing trail near the dog park.

Staff asked Mr. Harrison if the city decided not to purchase the property, would he be willing to grant the city an easement along the river for such a trail. Mr. Harrison indicated he was unwilling to offer an easement as it might negatively impact the appeal of the property to potential buyers.

Purchasing the property would provide the city an opportunity to actualize the city's trail plan and/or provide the city with land to develop. However, considering how little of the land is developable for housing, staff feels the price of the land is too high to make it a worthwhile investment for the city to pursue.

## **OPTIONS & IMPACTS**

Accept Mr. Harrison's offer and move forward with the purchase of property for \$600,000; the city does not have funds budgeted for such a purchase and would likely need to secure the funds from the PUC.

Make a counter-offer to purchase the property at a lower price; the city does not have funds budgeted for such a purchase and would likely need to secure the funds from the PUC.

Decline Mr. Harrison's offer.

## RECOMMENDATIONS

Motion to decline Mr. Harrison's offer to purchase his property.

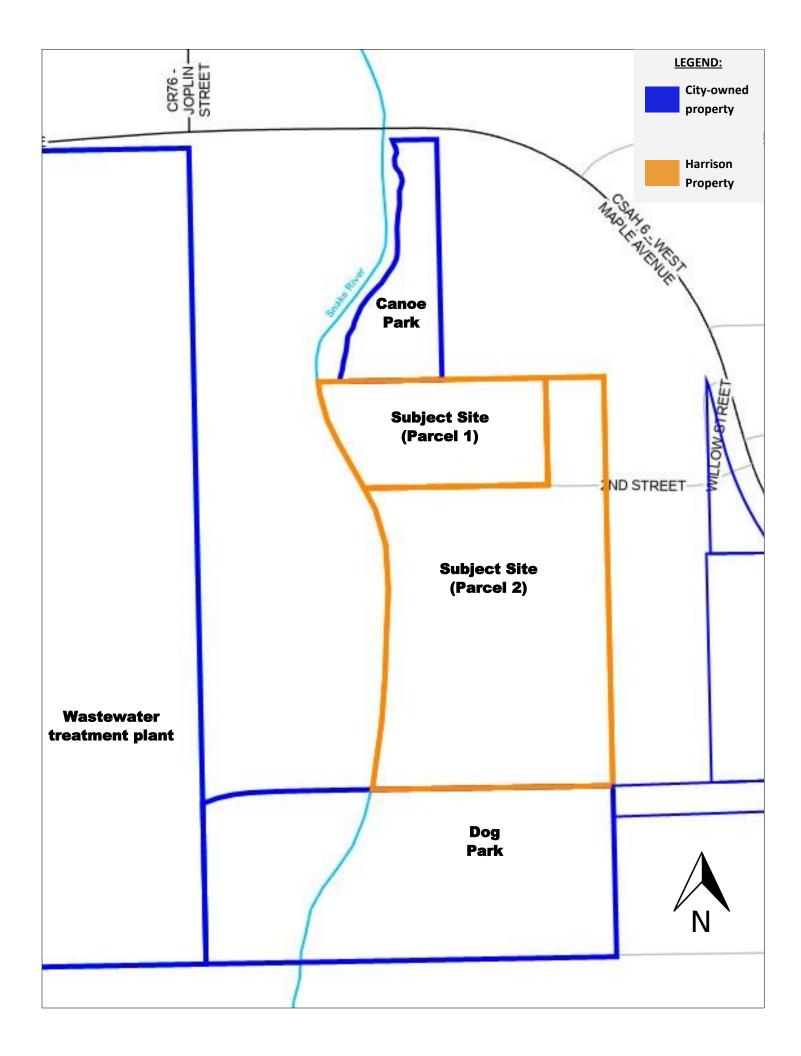
Attachments Letter from Mr. Harrison Map of Subject Site Trail Plan To: Mora City Council 101 Lake St. South Mora, MN 55051

To the Mora City Council,

My name is Bob Harrison, a longtime resident of Mora. My wife Elaine and I are looking to sell 23 acres of our land within Mora city limits. The land is on the Snake River and abuts the city-owned Canoe Park on the north side, and the city's dog park to the south. Before listing the property with a realtor, we wanted to offer the City of Mora the chance to purchase it, perhaps for development or for creating a recreational corridor. My minimum asking price is \$600,000.

Sincerely,

**Bob Harrison** 





Parcel ID22.00065.00Sec/Twp/Rng10-39-24Property Address2District2Brief Tax Descriptionn

0 Alternate ID n/a Class 201-Residential 1 unit Acreage 2.75

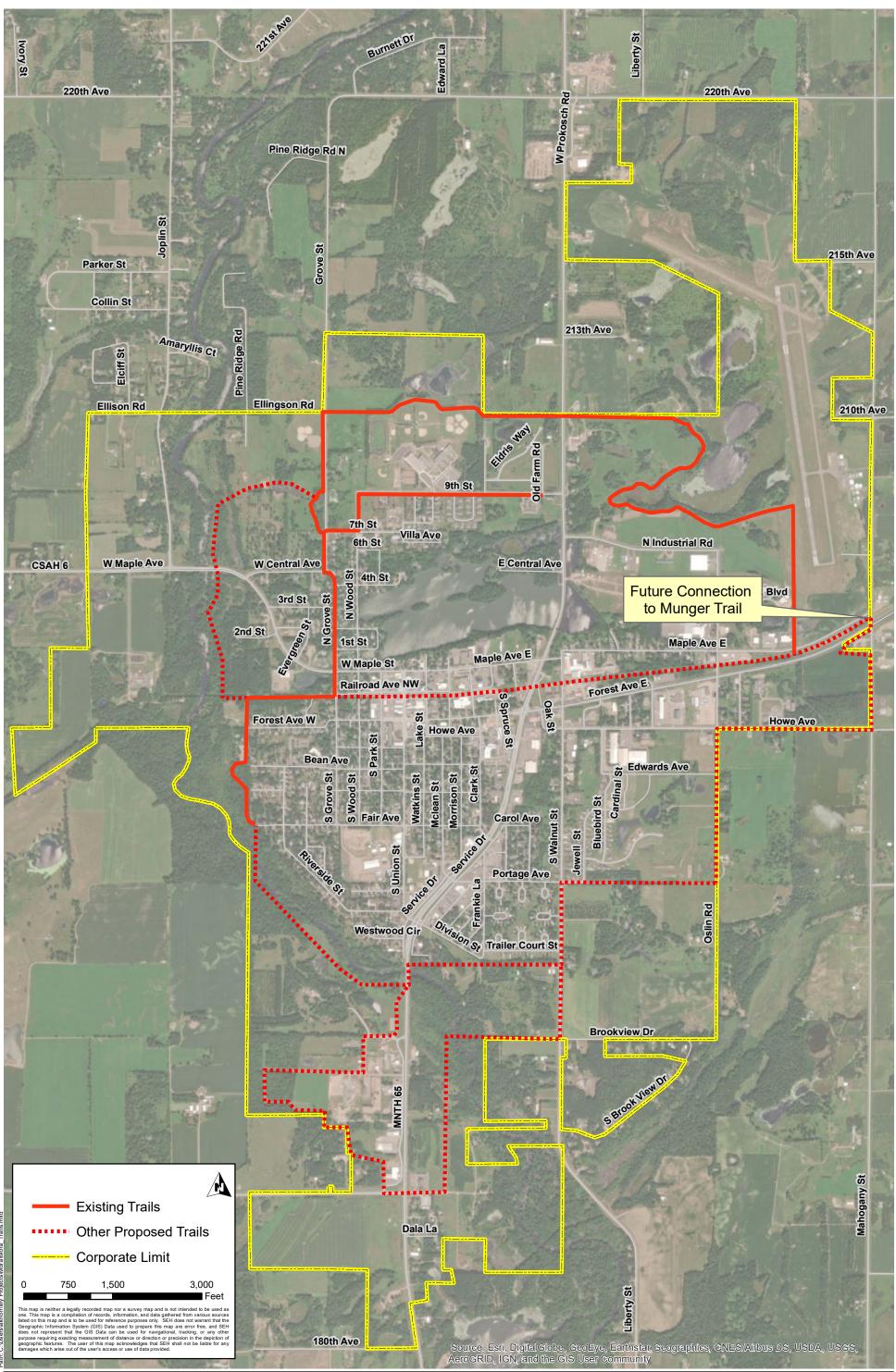
(Note: Not to be used on legal documents)

Owner Address HARRISON, ROBERT F & E J 701 2 ST MORA MN 55051

Date created: 4/14/2023 Last Data Uploaded: 4/14/2023 7:21:18 AM

n/a

Developed by Schneider





# **TRAIL PLAN** Mora, Minnesota

Adopted by the Mora City Council on July 20, 2021



# MEMORANDUM

Date:	April 18 <sup>th</sup> , 2023
To:	Mayor and City Council
From:	Joseph Kohlgraf, Public Works Director
RE:	Airport Taxi Lane Contract Award

# SUMMARY

Acceptance of Mora Municipal Airport taxi lane Improvement Project Bid Award.

# BACKGROUND INFORMATION

The Mora Municipal Airport is currently due to taxi lane improvements laid out in the Airport CIP. A posting with the local paper and SEH for project bids came due last week and a final contractor was picked. Staff is asking to award the project to the low bidder, Douglas Kerr Underground, LLC in the amount of \$288,376.02. Douglas Kerr Underground, LLC has done work for the City of Mora in the past and feel this will be a good choice.

# **OPTIONS & IMPACTS**

This project is in line with the current airport CIP and will be funded by FAA (90%), MN DOT aviation (70% of the 10% not covered by FAA and City of Mora (30% of the 10% not covered by FAA). Do not award project and fall behind on CIP which will cause increased maintenance and possible reduction in funds from FAA moving forward.

### RECOMMENDATIONS

Staff recommends moving forward with the acceptance of the Bid Award to the low bidder, Douglas Kerr Underground, LLC.

Attachments; SEH Memorandum- Construction Contract Award Recommendation



TO:	Glenn Anderson, City Administrator City of Mora, Minnesota
FROM:	Jake Jorgenson, PE
DATE:	April 12, 2023
RE:	Construction Contract Award Recommendation SEH No. MORA0 171020

### **PROJECT SCOPE:**

The 2023 project for the Mora Municipal Airport includes reconstruction of taxilane pavements. The taxilanes will be reconstructed full depth and full width in the north end of the building area.

### **BID RESULTS – 2023 Reconstruction:**

On 1:00 p.m., Tuesday, April 11, 2023, five bids were received for the above-referenced project. The bids ranged from a high of \$521,700.00 to a low of \$288,376.02. The low bid received was submitted by Douglas Kerr Underground, LLC, of Mora, MN in the amount of \$288,376.02.

Contractor		Base Bid	A	lternate 1	Total Bid		
Douglas-Kerr Underground, LLC	\$	205,699.51	\$	82,676.51	\$	288,376.02	
AMC LLC	\$	272,780.58	\$	126,635.94	\$	399,416.52	
OMG Midwest Inc.	\$	308,101.25	\$	121,050.00	\$	429,151.25	
Knife River Corporation	\$	317,901.00	\$	126,350.00	\$	444,251.00	
Urban Companies	\$	370,850.00	\$	150,850.00	\$	521,700.00	

### **SEH RECOMMENDATION:**

Based on the outcome of the quotes and the company reputation, it is our recommendation that the City of Mora award the 2023 Taxilane Reconstruction project to Douglas Kerr Underground, LLC, contingent on reception of the FAA and MnDOT Aeronautics grant. Award is recommended for the base bid and alternate.

In reliance on our experience with Douglas Kerr Underground, LLC and/or materials and information provided by the contractor, we have determined that 1) they have a sufficient understanding of the project and equipment to perform the construction for which it bid; and 2) according to their bonding agent they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

# **PROJECT COST SUMMARY:**

The following table summarizes the costs of the components for this year's federal and state grant:

2023 TL Recon (Douglas Kerr) - Eligible	\$ 235,257.02
2023 TL Recon (Douglas Kerr) – In-eligible	\$ 53,119.00
Design Engineering (SEH) – Eligible	\$ 38,600.00

Design Engineering (SEH) – In-eligible	\$ 5,200.00
Construction Administration Engineering (SEH) (FAA Eligible)	\$ 34,200.00
Construction Administration Engineering (SEH) (FAA In-eligible)	\$ 5,700.00
Administration (City of Mora)	\$ 2,500.00
TOTAL PROJECT COSTS (APPROX):	\$ 374,576.02

The eligible portions of the project are anticipated to be funded by a 90 percent FAA grant. The MnDOT and local shares for the project are anticipated to be five percent each for federally eligible portions. Portions of the project work that are not eligible for federal funding would be funded with a MnDOT grant at 70 percent, with 30 percent of the costs covered locally. Since the final FAA and MnDOT eligibility determination is made once the grant application is submitted, there may be some changes in the final local share. See the breakdown below for Federal, State and Local Share.

Item:	Amount:	FAA		State		Loc	al
2023 TL Recon (Douglas Kerr) - Eligible	\$ 235,257.02	\$	211,731.32	\$	11,762.85	\$	11,762.85
2023 TL Recon (Douglas Kerr) - In-eligible	\$ 53,119.00	\$	-	\$	37,183.30	\$	15,935.70
Design Engineering (SEH) – Eligible	\$ 38,600.00	\$	34,740.00	\$	1,930.00	\$	1,930.00
Design Engineering (SEH) - In-eligible	\$ 5,200.00	\$	-	\$	3,640.00	\$	1,560.00
Construction Administration Engineering (SEH) (FAA Eligible)	\$ 34,200.00	\$	30,780.00	\$	1,710.00	\$	1,710.00
Construction Administration Engineering (SEH) (FAA In-eligible)	\$ 5,700.00	\$	-	\$	3,990.00	\$	1,710.00
Administration (City of Mora)	\$ 2,500.00	\$	2,250.00	\$	125.00	\$	125.00
	TOTAL:	\$	279,501.32	\$	60,341.15	\$	34,733.55

# SEH TABULATION OF BIDS

SEH	TABULATION OF BIDS					1		2	
2023 Taxila	ne Reconstruction			Engineer's Estim	nate	Douglas-Kerr Un	derground, LLC	ACM LLC	
Mora Munic	sipal Airport					PO Box 85	-		
SEH No.: M	ORA0 171020					Mora, MN 55051			
Bid Date: 1:	:00 p.m., Tuesday, April 11, 2023			\$241,700.00		\$205,699.51		\$272,780.58	
			Est.						
Item No.	Item	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Page Bid	Sabadula A								
Base Bid - S 105	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00	\$24,167.00	\$24,167.00	\$14,000.00	\$14,000.00
50-07	CONSTRUCTION LAYOUT AND STAKING	LS	1	15,000.00	15.000.00	3.700.00	3.700.00		5,250.00
50-12	MAINTENANCE AND RESTORATION OF HAUL	LS	1	1,500.00	1,500.00	4,055.00	4,055.00		1,562.07
70-08	TRAFFIC CONTROL	LS	1	2,500.00	2,500.00	2,500.00	2,500.00	1,575.00	1,575.00
P-101-5.1	REMOVE BITUMINOUS PAVEMENT - FULL DEPTH	SY	2650		13,250.00	3.45	9,142.50		20,007.50
P-101-5.2	DEMO EXISTING GAS VENTS	LS	1	10,000.00	10,000.00	0.01	0.01	1,223.95	1,223.95
P-101-5.3	SAW CUTTING, FULL DEPTH	LF	1000	5.00	5,000.00	3.65	3,650.00	2.81	2,810.00
P-152-5.1	SUBGRADE PREPRATAION	SY	2650	3.00	7,950.00	2.90	7,685.00	3.73	9,884.50
P-152-5.2	COMMON EXCAVATION (EV)	CY	600	20.00	12,000.00	14.55	8,730.00	25.52	15,312.00
P-152-5.3	SUBGRADE EXCAVATION (EV)	CY	75	40.00	3,000.00	5.40	405.00	49.97	3,747.75
P-208	AGGREGATE BASE COURSE (CV)	CY	600	40.00	24,000.00	39.75	23,850.00	55.11	33,066.00
C-102-5.3	FILTER LOG, TYPE WOOD FIBER BIOLOG	LF	500	5.00	2,500.00	3.55	1,775.00	5.04	2,520.00
31 34 10	GEOTEXTILE FABRIC, TYPE 7	SY	2650	3.00	7,950.00	5.80	15,370.00	2.47	6,545.50
P-620	PAVEMENT MARKING - YELLOW	SF	300	10.00	3,000.00	2.00	600.00	34.67	10,401.00
2360.501	TYPE SPB WEARING COURSE MIXTURE (PG 58-28)	TON	500	110.00	55,000.00	103.00	51,500.00	146.00	73,000.00
T-901-5.1	SEEDING, FERTILIZATION, MULCH, STABILIZATION	LS	1	5,000.00	5,000.00	3,000.00	3,000.00	2,133.31	2,133.31
T-905-5.1	SELECT TOPSOIL BORROW (CV)	CY	50	45.00	2,250.00	45.45	2,272.50	53.53	2,676.50
2564.518	AIRCRAFT RESTRICTION SIGN, INCLUDING	EA	3	500.00	1,500.00	150.00	450.00	157.50	472.50
Base Bid - S	Schedule A Total Bid Price			196,400.00		162,852.01		206,	187.58
Base Bid - S	Schedule B								
P-101-5.1	REMOVE BITUMINOUS PAVEMENT - FULL DEPTH	SY	950	5.00	4,750.00	3.45	3,277.50	8.95	8,502.50
P-152-5.1	SUBGRADE PREPRATAION	SY	950	3.00	2,850.00	2.90	2,755.00	4.97	4,721.50
P-152-5.2	COMMON EXCAVATION (EV)	CY	200	20.00	4,000.00	14.55	2,910.00	31.06	6,212.00
P-152-5.3	SUBGRADE EXCAVATION (EV)	CY	25		1,000.00	5.40	135.00		1,708.00
P-208	AGGREGATE BASE COURSE (CV)	CY	200	40.00	8,000.00	39.75	7,950.00	68.61	13,722.00
31 34 10	GEOTEXTILE FABRIC, TYPE 7	SY	900	3.00	2,700.00	5.80	5,220.00	3.03	2,727.00
2360.501	TYPE SPB WEARING COURSE MIXTURE (PG 58-28)	TON	200		22,000.00	103.00	20,600.00	145.00	29,000.00
Base Bid - S	Schedule B Total Bid Price			45,3	800.00	42,8	47.50	66,5	93.00

# TABILI ATION OF BIDS

	ne Reconstruction			Engineer's Estim	ate	Douglas-Kerr Un	deraround LLC	ACM LLC	
Mora Munic	cipal Airport				ulo	PO Box 85			
	ORA0 171020					Mora, MN 55051			
	:00 p.m., Tuesday, April 11, 2023			\$241,700.00		\$205,699.51		\$272,780.58	
			Est.	·				· · · · · · · · · · · · · · · · · · ·	
Item No.	Item	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Alternate 1	- Schedule A								
50-07	CONSTRUCTION LAYOUT AND STAKING	LS	1	5,000.00	5,000.00	3,700.00	3,700.00	4,200.00	4,200.00
P-101-5.1	REMOVE BITUMINOUS PAVEMENT - FULL DEPTH	SY	1450	5.00	7,250.00	3.45	5,002.50	7.73	11,208.50
P-101-5.2	DEMO EXISTING GAS VENTS	LS	1	5,000.00	5,000.00	0.01	0.01	1,228.54	1,228.54
P-101-5.3	SAW CUTTING, FULL DEPTH	LF	250	5.00	1,250.00	3.65	912.50	7.10	1,775.00
P-152-5.1	SUBGRADE PREPRATAION	SY	1450	3.00	4,350.00	2.90	4,205.00	4.40	6,380.00
P-152-5.2	COMMON EXCAVATION (EV)	CY	350	20.00	7,000.00	14.55	5,092.50	17.75	6,212.50
P-152-5.3	SUBGRADE EXCAVATION (EV)	CY	50	40.00	2,000.00	5.40	270.00	67.49	3,374.50
P-208	AGGREGATE BASE COURSE (CV)	CY	350	40.00	14,000.00	39.75	13,912.50	51.55	18,042.50
31 34 10	GEOTEXTILE FABRIC, TYPE 7	SY	1450	3.00	4,350.00	5.80	8,410.00	2.71	3,929.50
2360.501	TYPE SPB WEARING COURSE MIXTURE (PG 58-28)	TON	300	110.00	33,000.00	103.00	30,900.00	136.50	40,950.00
Altnerate 1	- Schedule A Total Bid Price			83,2	00.00	72,4	05.01	97,3	01.04
Alternate 2	- Schedule B								
P-101-5.1	REMOVE BITUMINOUS PAVEMENT - FULL DEPTH	SY	200	5.00	1,000.00	3.05	610.00	11.37	2,274.00
P-152-5.1	SUBGRADE PREPRATAION	SY	200	3.00	600.00	2.90	580.00	28.80	5,760.00
P-152-5.2	COMMON EXCAVATION (EV)	CY	50	20.00	1,000.00	14.55	727.50	99.82	4,991.00
P-152-5.3	SUBGRADE EXCAVATION (EV)	CY	10	40.00	400.00	5.40	54.00	265.94	2,659.40
P-208	AGGREGATE BASE COURSE (CV)	CY	50	40.00	2,000.00	39.80	1,990.00	97.45	4,872.50
31 34 10	GEOTEXTILE FABRIC, TYPE 7	SY	200	3.00	600.00	5.80	1,160.00	7.14	1,428.00
2360.501	TYPE SPB WEARING COURSE MIXTURE (PG 58-28)	TON	50	110.00	5,500.00	103.00	5,150.00	147.00	7,350.00
Alternate 2	- Schedule B Total Bid Price	•	•	11,100.00		10,271.50		29,3	34.90

SEH	TABULATION OF BIDS			3		4		5	
2023 Taxilar	ne Reconstruction			OMG Midwest In	c. dba MN Paving	Knife River Corp	oration	Urban Companies	
Mora Municipal Airport				14475 Quiram D	rive	4787 Shadow W	ood Dr NE	3781 Labore Rd	
			Rogers, MN 553	74	Sauk Rapids, M	N 56379	St. Paul, MN 55	110	
Bid Date: 1:	00 p.m., Tuesday, April 11, 2023			\$308,101.25		\$317,901.00		\$370,850.00	
			Est.						
Item No.	Item	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Base Bid - S	Schedule A								
105	MOBILIZATION	LS	1	\$24,250.00	\$24,250.00	\$40,000.00	\$40,000.00	\$18,500.00	\$18,500.00
50-07	CONSTRUCTION LAYOUT AND STAKING	LS	1	18,500.00	18,500.00	13,300.00	13,300.00	10,000.00	10,000.00
50-12	MAINTENANCE AND RESTORATION OF HAUL	LS	1	1,000.00	1,000.00	1.00	1.00	15,000.00	15,000.00
70-08	TRAFFIC CONTROL	LS	1	15,250.00	15,250.00	6,000.00	6,000.00	12,500.00	12,500.00
P-101-5.1	REMOVE BITUMINOUS PAVEMENT - FULL DEPTH	SY	2650	7.00	18,550.00	5.00	13,250.00	8.00	21,200.00
P-101-5.2	DEMO EXISTING GAS VENTS	LS	1	6,000.00	6,000.00	5,500.00	5,500.00	3,000.00	3,000.00
P-101-5.3	SAW CUTTING, FULL DEPTH	LF	1000	2.25	2,250.00	2.00	2,000.00	6.00	6,000.00
P-152-5.1	SUBGRADE PREPRATAION	SY	2650	6.00	15,900.00	10.00	26,500.00	3.00	7,950.00
P-152-5.2	COMMON EXCAVATION (EV)	CY	600	27.50	16,500.00	25.00	15,000.00	50.00	30,000.00
P-152-5.3	SUBGRADE EXCAVATION (EV)	CY	75	48.75	3,656.25	45.00	3,375.00	80.00	6,000.00
P-208	AGGREGATE BASE COURSE (CV)	CY	600	60.00	36,000.00	90.00	54,000.00	90.00	54,000.00
C-102-5.3	FILTER LOG, TYPE WOOD FIBER BIOLOG	LF	500	5.40	2,700.00	5.00	2,500.00	6.00	3,000.00
31 34 10	GEOTEXTILE FABRIC, TYPE 7	SY	2650	5.40	14,310.00	5.00	13,250.00	6.00	15,900.00
P-620	PAVEMENT MARKING - YELLOW	SF	300	26.50	7,950.00	2.00	600.00	10.00	3,000.00
2360.501	TYPE SPB WEARING COURSE MIXTURE (PG 58-28)	TON	500	105.00	52,500.00	103.00	51,500.00	142.00	71,000.00
T-901-5.1	SEEDING, FERTILIZATION, MULCH, STABILIZATION	LS	1	10,500.00	10,500.00	5,000.00	5,000.00	12,000.00	12,000.00
T-905-5.1	SELECT TOPSOIL BORROW (CV)	CY	50	55.00	2,750.00	50.00	2,500.00	70.00	3,500.00
2564.518	AIRCRAFT RESTRICTION SIGN, INCLUDING	EA	3	200.00	600.00	50.00	150.00	750.00	2,250.00
Base Bid - S	Schedule A Total Bid Price			249,	166.25	254,	426.00	294,	800.00
Base Bid - S	Schedule B								
P-101-5.1	REMOVE BITUMINOUS PAVEMENT - FULL DEPTH	SY	950	7.00	6,650.00	5.00	4,750.00	8.00	7,600.00
P-152-5.1	SUBGRADE PREPRATAION	SY	950	6.00	5,700.00	10.00	9,500.00	3.00	2,850.00
P-152-5.2	COMMON EXCAVATION (EV)	CY	200	27.50	5,500.00	25.00	5,000.00	50.00	10,000.00
P-152-5.3	SUBGRADE EXCAVATION (EV)	CY	25	49.00	1,225.00	45.00	1,125.00	80.00	2,000.00
P-208	AGGREGATE BASE COURSE (CV)	CY	200	60.00	12,000.00	90.00	18,000.00	90.00	18,000.00
31 34 10	GEOTEXTILE FABRIC, TYPE 7	SY	900	5.40	4,860.00	5.00	4,500.00	6.00	5,400.00
2360.501	TYPE SPB WEARING COURSE MIXTURE (PG 58-28)	TON	200	115.00	23,000.00	103.00	20,600.00	151.00	30,200.00
Base Bid - S	Schedule B Total Bid Price	-	•	58,9	35.00	63,475.00		76,050.00	

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SEH	TABULATION OF BIDS			3		4		5		
2023 Taxila	ne Reconstruction			OMG Midwest In	c. dba MN Paving	Knife River Corp	oration	Urban Companie	S	
Mora Munic	sipal Airport			14475 Quiram D	rive	4787 Shadow W	ood Dr NE	3781 Labore Rd.		
	ORA0 171020			Rogers, MN 553	74	Sauk Rapids, M	N 56379	St. Paul, MN 551	10	
Bid Date: 1:	00 p.m., Tuesday, April 11, 2023			\$308,101.25		\$317,901.00		\$370,850.00		
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
Alternate 1	- Schedule A									
50-07	CONSTRUCTION LAYOUT AND STAKING	LS	1	5,500.00	5,500.00	1,800.00	1,800.00	10,000.00	10,000.00	
P-101-5.1	REMOVE BITUMINOUS PAVEMENT - FULL DEPTH	SY	1450	7.00	10,150.00	5.00	7,250.00	8.00	11,600.00	
P-101-5.2	DEMO EXISTING GAS VENTS	LS	1	6,000.00	6,000.00	5,500.00	5,500.00	3,000.00	3,000.00	
P-101-5.3	SAW CUTTING, FULL DEPTH	LF	250	3.00	750.00	2.00	500.00	6.00	1,500.00	
P-152-5.1	SUBGRADE PREPRATAION	SY	1450	6.00	8,700.00	10.00	14,500.00	3.00	4,350.00	
P-152-5.2	COMMON EXCAVATION (EV)	CY	350	27.50	9,625.00	25.00	8,750.00	50.00	17,500.00	
P-152-5.3	SUBGRADE EXCAVATION (EV)	CY	50	49.00	2,450.00	45.00	2,250.00	80.00	4,000.00	
P-208	AGGREGATE BASE COURSE (CV)	CY	350	60.00	21,000.00	90.00	31,500.00	90.00	31,500.00	
31 34 10	GEOTEXTILE FABRIC, TYPE 7	SY	1450	5.40	7,830.00	5.00	7,250.00	6.00	8,700.00	
2360.501	TYPE SPB WEARING COURSE MIXTURE (PG 58-28)	TON	300	115.00	34,500.00	103.00	30,900.00	135.00	40,500.00	
Altnerate 1	- Schedule A Total Bid Price			106,	505.00	110,200.00		132,6	132,650.00	
Alternate 2	- Schedule B									
P-101-5.1	REMOVE BITUMINOUS PAVEMENT - FULL DEPTH	SY	200	7.00	1,400.00	5.00	1,000.00	8.00	1,600.00	
P-152-5.1	SUBGRADE PREPRATAION	SY	200	6.00	1,200.00	14.00	2,800.00	3.00	600.00	
P-152-5.2	COMMON EXCAVATION (EV)	CY	50	27.50	1,375.00	25.00	1,250.00	50.00	2,500.00	
P-152-5.3	SUBGRADE EXCAVATION (EV)	CY	10	49.00	490.00	45.00	450.00	80.00	800.00	
P-208	AGGREGATE BASE COURSE (CV)	CY	50	60.00	3,000.00	90.00	4,500.00	90.00	4,500.00	
31 34 10	GEOTEXTILE FABRIC, TYPE 7	SY	200	5.40	1,080.00	5.00	1,000.00	6.00	1,200.00	
2360.501	TYPE SPB WEARING COURSE MIXTURE (PG 58-28)	TON	50	120.00	6,000.00	103.00	5,150.00	140.00	7,000.00	
Alternate 2	- Schedule B Total Bid Price			14,545.00		16,150.00		18,200.00		
TOTAL BID	PRICE - Base Bid + Alternates				\$429,151.25		\$444,251.00		\$521,700.00	



# M E M O R A N D U M

Date:	April 18 <sup>th</sup> , 2023
To:	Mayor and City Council
From:	Joseph Kohlgraf, Public Works Director
RE:	Airport Fuel System Grant Request

# SUMMARY

Acceptance of Mora Municipal Airport Grant for Fuel Line Repair/Replacement.

# BACKGROUND INFORMATION

The Mora Municipal Airport is currently dealing with a out of date fuel system that needs repairs due to age and material make-up. The system has been repaired multiple times and is needing a complete replacement to maintain the system and keep it in use. This has been a project that has been budgeted for in the past and has seen cost increases. Currently, the system can maintain but is past its life expectancy. This funding source will help reduce the cost of needed repairs to guarantee continued use. Staff is asking for approval for this grant request to secure funding to help with the repair with funding from MN DOT Aeronautics at 70%, \$68,090.69 and local at 30%, \$29,181.72.

# **OPTIONS & IMPACTS**

- 1. Move forward with submittal approval for the grant application for the Fuel System Improvements. Money has been budgeted to cover the 30% local (City of Mora)
- 2. Not accept and lose the grant option which would result in covering the complete cost.

### RECOMMENDATIONS

Staff recommends accepting submittal for the MNDOT grant application for Fuel System Improvements.

Attachments; Grant Submittal letter for Grant Application for Fuel System Improvements

April 12, 2023

RE: Mora Municipal Airport FY 2023 State Grant Request Fuel System Rehabilitation

Dan Boerner, PE Regional Airport Engineer Minnesota Department of Transportation Office of Aeronautics 395 John Ireland Blvd. St. Paul, MN 55107

Dear Mr. Boerner:

The City of Mora is requesting a grant from the MnDOT Office of Aeronautics for the Mora Municipal Airport for State Fiscal Year 2023, for the Fuel System Rehabilitation. Actual costs associated with this project are shown below:

# 2023 Fuel Tank Rehabilitation

Fuel Tank Rehabilitation (Minnesota Petroleum Service)	\$88,772.41
Design Engineering & Construction Administration Engineering (SEH)	\$8,500.00
	\$97,272.41
TOTAL PROJECT COSTS	\$97,272.41
MnDOT Share – 70%	\$68,090.69
Local Share – 30%	\$29,181.72

This letter serves as a formal request for State funding to provide for this project. The requested State grant for this work is \$68,090.69. Thank you for your continued support of the Mora Municipal Airport.

Please contact me if you have any questions.

Sincerely,

Glenn Anderson, City Administrator City of Mora, Minnesota



# MEMORANDUM

Date:	April 18 <sup>th</sup> , 2023
To:	Mayor and City Council
From:	Joseph Kohlgraf, Public Works Director
RE:	Cemetery Fee Schedule Changes

# SUMMARY

Addition of Dual Burial Administration Fee (same grave, same time) with a cost of \$80.00 to cover additional/added paperwork for registering and archiving.

Addition of wordage stating, "Dual burial- defined as "Burial of two (2) interments occurring in one cemetery plot during a single ceremony.".

# BACKGROUND INFORMATION

In 2022, the fee schedule had in it the Dual Burial Administrative fee (\$60,00) for addressing dual burial situations and was used very little at that time. For the 2023 schedule, it was not continued and so far, this year we have seen an increased occurrence. Staff would like to have this fee put back into the fee schedule, with a cost adjustment, to address this process moving forward to cover administrative staff time that was covered in previous years. Staff would also like the wordage added to reflect this action for transparency in the future.

### **OPTIONS & IMPACTS**

- 1. Do nothing and absorb the cost into the already lean cemetery budget.
- 2. Approve and adopt the change to address future occurrences and add verbiage definition.
- 3. Do nothing at this time, make changes for the 2024 budget along with verbiage addition.

### RECOMMENDATIONS

Staff recommends approving and adopting the change/addition of "Dual Burial Administrative Fee-\$80.00 under the 2023 fee schedule under the heading Oakwood Cemetery.

Staff recommends adding verbiage to define "Dual Burial" for clarity and transparency in the future.

Attachments



# **MEMORANDUM**

Date:	April 18 <sup>th</sup> , 2023
To:	Mayor and City Council
From:	Joseph Kohlgraf, Public Works Director
RE:	Airport TEMP (Triggers Master Plan) Proposal

# SUMMARY

Acceptance of 2023 TEMP (Triggering Event Master Plan) proposal from SEH for work to be done for the Runaway Construction Project.

# BACKGROUND INFORMATION

The Mora Municipal Airport is in the process of design for a rebuild of the runway (35-17) due to excessive joint issues. Currently, The FAA is not in support of the project which leads to a required study for the justification of repairs to the runway. Staff is asking for the approval of the proposal presented from SEH with a cost of \$54,800.00, to be covered by FAA 90%, State (MNDOT) 5%, and Local (City) 5%.

# **OPTIONS & IMPACTS**

Accept Contract agreement with SEH for TEMP project. This project is required to move forward with the Airport Runway Repair Project.

Do not accept contract agreement. By not accepting, the runway project will not move forward.

### RECOMMENDATIONS

Staff recommends moving forward with the acceptance of TEMP proposal from SEH.

Attachments; SEH TEMP Contract Proposal



April 12, 2023

RE: City of Mora Mora Municipal Airport 2023 Triggering Event Master Plan (TEMP)

Glenn Anderson City Administrator City of Mora 101 Lake Street South Mora, MN 55051

Dear Glenn:

Thank you for choosing SEH for engineering and planning services at the Mora Municipal Airport. We are pleased to present a proposal for a 2023 Triggering Event Master Plan (TEMP) for documentation and justification of the runway conditions prior to the reconstruction project.

Enclosed is a copy of our proposal. If acceptable, please sign where indicated. Please keep a copy for City records and then return an electronic copy to my attention at <u>munderwood@sehinc.com</u>. I will forward the contract electronically to Dan Boerner, MnDOT Office of Aeronautics, as part of the grant application process.

Please contact me at 763.442.2849 if you have any questions or comments. We look forward to working with you on this project.

Sincerely,

Melissa Undervoil

Melissa Underwood Airport Planner

Enclosure: Contract Agreement, Scope of Services, Estimated Hours and Fees

X:\KO\M\MORA0\Common\Airport\PM\2023 TEMP

### ARCHITECT/ENGINEER AGREEMENT Between

City of Mora, Minnesota

(OWNER)

and

Short Elliott Hendrickson Inc.

(CONSULTANT)

for

# PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Mora, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Mora Municipal Airport, entitled:

2023 Triggering Event Master Plan (TEMP)

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

### ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

### ARTICLE 3. COMPENSATION TO CONSULTANT

- A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.
  - 1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

- 2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:
  - a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
  - b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTAT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.
  - c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
    - 1) Travel and subsistence.
    - 2) Computer services.
    - 3) Outside professional and technical services.
    - 4) Identifiable reproduction and reprographic charges.
    - 5) Expendable field supplies and special field equipment rental.
    - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
  - d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

### ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

### ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

### ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

### ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

### ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

### ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
  - 1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

- 2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
- 3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
- 4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
- 5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
- 8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.

- 10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- 11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
- 12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
- 13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

### ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

### ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

### ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

# ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

### ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

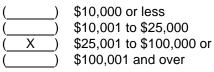
The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

### ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

### ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):



The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

### ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc. 3535 Vadnais Center Drive St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

Glenn Anderson City Administrator 101 Lake Street South Mora, Minnesota 55051

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

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

City of Mora, MN	Short Elliott Hendrickson Inc.
OWNER	CONSULTANT
Ву	By Shall
Attest	

Attachments: A, B, C

# Attachment A Mora Municipal Airport (JMR) 2023 Triggering Event Master Plan (TEMP) and Airport Layout Plan (ALP) Update Scope of Work

### Project Overview:

Runway 17/35 is the only paved runway at the Mora Municipal Airport (JMR) and is 4,794 feet in length and 75 feet wide. The runway was last rehabilitated in 2007. In 2007, Runway 17/35 was extended by 800 feet to the north, from 4,000 feet to 4,794 feet. The Environmental Assessment and construction of the runway extension were both funded with federal Airport Improvement Program funds. The runway extension was based on two components. The first reason was to avoid the creation of non-intersecting runways prior to construction of crosswind Runway 11/29, which occurred in 2017 (the runway opened in 2018). The second reason was to accommodate the existing business aircraft utilizing JMR including a Cessna Citation jet, the Citation 525. Since 2007, several crack repair endeavors have been completed to seal the cracks and joints and prevent accelerated deterioration due to the presence of moisture in the typical section.

A Master Plan update project was completed in 2018 documenting the existing and future users of the airport and the type of aircraft regularly operating at JMR. The critical aircraft at the time of the Master Plan update project was determined to be a King Air 200. This data will be used to supplement the information gathered for this project.

The last pavement condition inspection and report for the Mora Municipal Airport was completed in 2020. The report indicated the southern 4,000 feet of Runway 17/35 is in fair condition with a PCI of 70 and the northern 800 feet is in satisfactory condition with a PCI of 75. Some of the major pavement issues include large longitudinal and transverse cracking, raveling, and weathering. The same inspection report provided an estimated drop in PCI/year to be 2.3 points for the southern portion of the runway. Using that information, the calculated 2023 PCI is 63, and in 2025 at the proposed time of reconstruction, it would be 58. SEH feels the drop of PCI/year will increase over the next few years due to the presence of additional moisture resulting in an even lower PCI at the time of reconstruction.

The purpose of this Triggering Event Master Plan (TEMP) is to document the runway inventory, complete a Runway Safety Area (RSA) inventory, identify non-standard runway conditions, update the aviation forecasts, identify critical aircraft, and complete a runway length analysis to validate current aeronautical needs. The study will include runway alternatives, outline an implementation plan, and evaluate phasing alternatives to determine the implementation feasibility of the proposed runway reconstruction project.

Project Deliverables – The project deliverables of this scope include the following:

- 1. Triggering Event Master Plan Report
- 2. ALP Update

### This work scope includes:

### Study Element 1: Project Initiation, Meetings, Coordination and Administration

- Task 1.1 Project Scoping and Contract Development Short Elliott Hendrickson (SEH) will coordinate with the City, the Federal Aviation Administration (FAA) and MnDOT Aeronautics to develop the appropriate work scope, define tasks, lines of communication and establish project goals and objectives. Project fees will be prepared using the final Scope of Work. An agreement will be developed from the Final Scope of Work and approved fees.
- **Task 1.2 Meetings –** SEH will maintain continuous contact with the City (sponsor), MnDOT, and FAA through e-mail, regular mail, phone, working papers and deliverables. The City, MnDOT,

and FAA will have the opportunity to review and comment on the project deliverables. These subtasks include time to prepare, coordinate, meet, and build consensus. The following meetings are included.

- Task 1.2.1 Agency Meetings This task includes meetings by the SEH planning team, MnDOT Aeronautics, FAA, airport staff, and other individuals and agencies as needed, to discuss the status of the project, receive feedback and any other related items. Up to three (3) meetings are anticipated. Meeting topics will include reviews chapters of the Triggering Event Master Plan and Draft ALP update as well as topic-specific meetings to discuss issues related to the project. The meetings may cover the following topics or decision points:
  - 1. Inventory, forecasts, critical aircraft;
  - 2. Runway needs and alternatives
  - 3. Construction phasing & implementation plan

These meetings will be accomplished in person at City Hall and/or via video conference call.

- **Task 1.2.2 Airport Staff Coordination Meetings** –This task includes SEH-Airport staff coordination meetings to provide project update and obtain input. Three (3) meetings anticipated. The meetings may cover the following topics or decision points:
  - 1. Inventory, forecasts, critical aircraft;
  - 2. Runway needs and alternatives;
  - 3. Construction phasing & implementation plan
- Task 1.2.3 Airport Tenant Phone Calls This task includes SEH staff setting up phone call discussions with potential critical aircraft owners to determine the number of operations and type of aircraft operating at JMR. This task includes up to 15 phone calls. Call logs will be kept documenting the conversations completed through this process. The documentation will be included in the TEMP report.
- Task 1.2.4 Airport Tenant Meeting SEH will hold one meeting at the airport with tenants to discuss the project phasing and impacts to the airfield.
- Task 1.2.5 Airport Advisory Board Meetings This task includes attendance at Airport Advisory Board meetings to provide project update presentations to the Board. Two (2) meetings are anticipated. The meetings may cover the following topics or decision points:
  - 1. Runway needs and alternatives;
  - 2. Construction phasing & implementation plan
- Task 1.3 Project Administration SEH will provide project administration and management services as required to complete the project within the conditions of this agreement. Administration and management duties will include preparation of a budget and schedule, holding internal project meetings to monitor progress and budget, and preparing monthly invoices. SEH will prepare and submit FAA Quarterly Reports.
- Task 1.4 Quality Assurance and Control SEH will implement and carry-out internal quality control for the project. Independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project, SEH will be responsible for draft and final proof-reading, final word processing, editing, graphics, reports and other products included in this Scope of Work.

### Deliverables: Project scope, agreement, and meetings.

### Study Element 2: Triggering Event Master Plan Report

Task 2.1 – Runway 17/35 Inventory - This task includes an inventory of Runway 17/35's facilities including pavement type, age, condition, and history; lighting; pavement marking; surrounding taxiway system; NAVAIDs and their respective ownership; and other relevant airport inventory

features will also be noted. The Master Plan inventory data will be verified for any changes since 2018. In addition, the built and natural environment surrounding and relevant to Runway 17/35 will be documented. Any non-standard conditions will be documented during the inventory process. It is anticipated these items will be addressed during the runway reconstruction project.

- Task 2.1.1 –Aquatic Resource Delineation This task will include completion of an aquatic resource delineation in the areas impacted by the array of alternatives. The formal delineation will assist in completion of the future NEPA document associated with the runway reconstruction project. The aquatic resource delineation area will include the area between the runway and parallel taxiway as well as other potentially impacted areas surrounding the runway environment (RSA, ROFA, etc.). The delineation will identify all resources including wetlands and tributary and linear ditch features. Documentation and photos of the culverts under the runway including the condition and size of the culverts will be included in the narrative. The Ordinary High-Water Mark and elevation of any tributary in the runway environmental will be noted and figures will clearly separate tributary information versus wetland information. The results of the delineation will be shared with the FAA, the Army Corps of Engineers and the Technical Evaluation Panel for the Wetland Conservation Act through MnDOT.
- Task 2.1.2 Runway Safety Area (RSA) Determination Two SEH airport staff members will complete a site visit to inventory the existing Runway 17/35 environment on the airfield. A topographical survey will be completed, during the site visit, over the length of Runway 17/35, including the RSA off each runway end. The survey will cross section the runway at 100-foot intervals and out to the limits of the RSA on each side. This task includes time for a SEH airport staff member to complete a RSA inventory, documenting objects in the RSA including the frangibility of the objects.

The collected data will be used to determine what areas, if any, do not meet RSA standards. The RSA evaluation will identify and document practicable RSA improvement alternatives for the FAA to consider. The RSA determination form will be completed following FAA Order 5200.8 Appendix 1 and FAA Standard Operating Procedure 8.0. The completed form will be sent to the FAA ADO for their records or required action based on the outcome of the survey.

RSA inventory documentation will also be submitted to the FAA for Runway 11/29 based on as-built survey data. No new survey information will be gathered for this submittal.

- **Task 2.2 Activity Forecasts and Critical Aircraft Determination –** SEH will prepare independent forecasts of based aircraft, operations, and the critical aircraft for FAA review and approval. The FAA will provide data from <u>www.basedaircraft.com</u> after it has been updated by the City. The existing critical aircraft for runway length, width and pavement strength will be documented in this task. The determination of the critical aircraft will include an evaluation of existing airport use and use projected within the next five years. Airport staff will provide SEH any available data for historical operations. SEH will document discussions with tenants, airport businesses and transient users pertaining to existing and projected future operations of aircraft that may influence runway length as met with through **Task 1.2.3**. Operations. These forecasts will take into consideration the information provided during the 2018 Master Plan update. Table 4-1 from FAA Order 5090.5, *Formulation of the National Plan of Integrated Airport Systems (NPIAS) and the Airports Capital Improvement Plan (ACIP),* will be reviewed in association with the data gathered to consider the appropriate methods for forecast evaluations.
- Task 2.3 Runway Length Analysis and Alternatives Based on the activity forecasts, the length of Runway 17/35 will be evaluated. The runway length and width needs of the critical aircraft, or group of critical aircraft, will be documented in this task. The operator(s) of these aircraft will be consulted as aircraft operators may justify or require additional runway length or width.

This task will evaluate the cost to reconstruct the runway at the existing length and width compared to the runway length justified in this task. The FAA can only fund a project to rehabilitate (not reconstruct) an airfield facility that exceeds FAA standards.

Alternatives evaluating the selected runway length and width will be completed in this task. It is anticipated up to four (4) runway length and width alternatives will be evaluated. Each alternative will include consideration for publishing a future non-precision instrument approach to Runway 17.

For each alternative, the ability to meet FAA design standards, environmental impacts and cost will be evaluated and documented. This includes all runway action items documented during the RSA inventory process (see **Task 2.1**). This task will select the existing justified length and width for reconstruction of Runway 17/35. Should the City desire a different length or width be reconstructed other than the selected alternative, local costs will be evaluated as well.

### Task 2.4 – Implementation Feasibility Study

- Task 2.4.1 Construction Phasing This task includes a high-level overview on phasing and material options to complete the reconstruction of the runway in a manner that reduces impacts to airport users. Potential strategies include use of the parallel taxiway as a runway, night work, smaller phases, and displaced thresholds. As part of this task, options for contractor storage areas and batch plant locations will be identified, as well as potential haul routes to and from the project areas. Estimated project times for completion of the phases will be developed to determine the potential impact to airport users. Construction phasing will also consider local, state, and federal funding sources and availability.
- Task 2.4.2 Modifications to Design Standards and Reimbursable Agreements Based on known information, any potential modification to design standards will be identified. Also, if a need for reimbursable agreements is identified, they will be documented through this task.
- **Task 2.4.3 Project Schedule** This task includes development of a high-level preliminary schedule to include milestones such as initiation of preliminary engineering and an Engineer's Design Report, final design for each phase, and years of construction. If any reimbursable agreements or modifications to design standards are identified, the process for each will be included within the project schedule.
- **Task 2.4.4 Project Budget** This task includes developing a preliminary project budget, including engineering and construction, for each phase of the project. The budget will include funding sources and local contribution.
- Task 2.5 Environmental Overview (EO) This task will include an environmental overview of the proposed Runway 17/35 reconstruction project. A formal purpose and need statement for the project will be developed.

The EO section will identify potential environmental concerns to the built and natural environment that may need to be taken into consideration with the selected runway reconstruction alternative. Not all impact categories identified through the National Environmental Policy Act (NEPA) will be evaluated. However, if the selected alternative has the potential to impact one of these categories, then the general potential impacts to that category will be discussed. Noise analysis is not included in this scope of work. No field surveys other than wetland delineations are included in this scope. Any potential environmental impacts will be identified through use of existing mapping, aerial photography and other readily available federal, state, regional and local studies and maps.

This task will also document the required NEPA review for the Runway 17/35 reconstruction project.

Task 2.6 – Implementation Plan – A CIP for the Runway 17/35 reconstruction project will be developed. The CIP will include a proposed phasing plan for the project and cost estimates for

each phase. This CIP will be presented within the current 20-year airport CIP to depict how the project(s) relate to other airport projects. For the projects associated with the runway reconstruction, this task will include estimated project costs, a prioritization discussion, year of implementation or planning levels and events that would support project development and funding as well as projects that should be linked together. Estimated costs will be expressed in 2023 dollars with no adjustments for inflation. A funding plan will be developed for the proposed runway improvements. The results of this analysis will be presented in a CIP format consistent with MnDOT and FAA requirements.

As part of this task, a simple narrative report summarizing the implementation plan as it relates to the project costs and proposed phasing schedule for the reconstruction of Runway 17/35 will be developed. It is anticipated that this document will assist in the pursuit and management of funding sources, as well as develop a process for securing dollars for the local contribution.

- **Task 2.7 Executive Summary** A brief executive summary of the Triggering Event Master Plan will be developed to summarize the findings and recommendations of the study.
- **Deliverables:** Draft chapters will be provided in electronic format to the City, MnDOT and the FAA for review meetings. Printed copies will be available upon request.

Five (5) printed copies and one (1) PDF of the final draft Triggering Event Master Plan will be submitted to the City, two (2) printed copies and one (1) PDF will be submitted to MnDOT, and two (2) printed copies and one (1) PDF will be submitted to the FAA.

### Study Element 3: Airport Layout Plan Update

The following changes will be made to the Airport Layout Plan sheets identified below. No additional changes will be made. The intent is to specifically update the ALP to depict any changes to the runway system that result from the TEMP. The 2018 ALP update is currently going through FAA review. It is anticipated this ALP will be conditionally approved prior to the completion of this task. The ALP update includes potential airfield layout (runway & taxiway) changes, related design standards, related infrastructure (i.e. runway NAVAIDs, taxilanes connecting to the taxiway system), future property, etc. No other airport facilities will be evaluated or updated.

- Task 3.1 –Airport Layout Plan Set (Sheets 1-12)- This sheet will be updated to reflect changes to the runway system based on the outcomes of the TEMP.
- Task 3.2 [OPTIONAL] Airport Layout Plan Set (Sheets 1-12) RUNWAY THRESHOLD CHANGE – Should either threshold to Runway 17/35 change, the ALP set will be updated to reflect the changes to the runway system. The Runway 17/35 plan and profile sheets will also be updated to include the appropriate information including the results of the obstruction analysis based on the new threshold location.

**Deliverables**: Airport Layout Plan Update. The final set will be delivered to the FAA, MnDOT and the City. Electronic plans will be prepared using AutoCAD and provided on CD.

Draft and review copies will be submitted via PDF format only.

Two (2) 11"x17" printed copies and one (1) CD with PDFs of the final ALP will be submitted to the City. One (1) CD with PDFs of the final ALP will be provided to the FAA for their records. One (1) 22" x 34" printed copies, one (1) 11"x17" printed copy, and one (1) CD with PDFs of the final ALP will be submitted to MnDOT. Electronic copies of the final ALP cad files will be submitted to the City, MnDOT, and FAA.

#### ESTIMATED FEES AND EXPENSES ATTACHMENT B Triggering Event Master Plan & ALP Update Mora Municipal Airport (JMR) Mora, MN

Task				Project			FAA Doc.	Admin	
No.	Task Description	Senior Planner	Planner	Engineer	Scientist	GIS	Specialist	Technician	Task Total
	Project Initiation, Meetings, Coordination and Admin								
	Project Scoping/Contract Development	4					2	2	8
	Meetings								
	Agency Meetings	15							15
	Airport Staff Coordiantion Meetings	18							18
	Airport Tenant Phone Calls		10						10
	Airport Tenant Meeting	2							2
1.2.5	Airport Advisory Board Meetings	8							8
1.3	Project Administration	12					10	2	24
1.4	Quality Assurance and Control	10							10
2.0	Triggering Event Master Plan Report								
2.1	Runway 17/35 Inventory	2	2			4			8
2.1.1	Aquatic Resource Delineation				30	4			34
2.1.2	RSA Determination		4	4		4			12
2.2	Activity Forecasts/Critical Aircraft Determination	2	10						12
2.3	Runway Length Analysis and Alternatives	2	20	4					26
2.4	Implementation Feasibility Study								
2.4.1	Construction Phasing		2	6		4			12
2.4.2	Modifications to Design Standards		4	4		4			12
2.4.3	Project Schedule		2	2					4
2.4.4	Project Budget		1	6					7
2.5	Environmental Overview		6		6				12
2.6	Implementation Plan	2	6	6					14
2.7	Executive Summary	2	4					4	10
3.0	Airport Layout Plan								
3.1	Airport Layout Plan Set (Sheets 1-12)	2	10			10			22
	Total hours per labor category	81	81	32	36	30	12	8	280
	Optional Tasks								
3.2	ALP Update - Runway Threshold Change	2	10			15			27
	Total hours per labor category	2	10	0	0	15	0	0	27

TOTAL LABOR COSTS:

Hours	Rate	Extension
81	\$72.19	\$5,847.19
81	\$48.99	\$3,968.43
32	\$50.30	\$1,609.44
36	\$36.66	\$1,319.60
30	\$48.99	\$1,469.79
12	\$42.90	\$514.84
8	\$34.07	\$272.58
280	I	\$15,001.86
		\$25,803.21 \$6,120.76
		\$46,925.84
	81 81 32 36 30 12 8	81         \$72.19           81         \$48.99           32         \$50.30           36         \$36.66           30         \$48.99           12         \$42.90           8         \$34.07

#### TOTAL EXPENSES:

Direct Expenses	G	Quantity	Rate	Extension
Mileage		1794	\$0.65	\$1,166.10
Computer Usage		280	\$5.80	\$1,624.00
Airport Layout Plan Reproductions (12 sheets)		4	\$30.00	\$120.00
Public Open House Presentation Materials		1	\$100.00	\$100.00
TEMP Reports		9	\$25.00	\$225.00
Total Expenses			•	\$3,235.10

#### SUMMARY WITHOUT OPTIONAL TASK:

Estimated Total		_	\$50,160.9
Total		Ī	\$50,200.0
R COSTS - OPTIONAL TASK:			
Labor Category	Hours	Rate	Extension
Senior Planner	2	\$72.19	\$144.3
Planner	10	\$48.99	\$489.9
Project Engineer	0	\$50.30	\$0.0
Scientist	0	\$36.66	\$0.0
GIS	15	\$48.99	\$734.9
FAA Doc. Specialist	0	\$42.90	\$0.
Admin Technician	0	\$34.07	\$0.0
Total Direct Labor Costs:	27	=	\$1,369.2
Labor and Administrative Overhead			\$2,355.0
Fee (15%)		_	\$558.
Total Labor Costs - Optional Task Only		=	\$4,282.8

EXPENSES - OPTIONAL TASK			
Direct Expenses	Quantity	Rate	Extension
Computer Usage	27	\$5.80	\$156.60
Airport Layout Plan Reproductions (12 sheets)	4	\$30.00	\$120.00
Total Expenses			\$276.60
SUMMARY OPTIONAL TASK ONLY:			
Estimated Total			\$4,559.45
Total		l	\$4,600.00

# ATTACHMENT C

# ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

# **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

# **GENERAL CIVIL RIGHTS PROVISIONS**

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### **Title VI Solicitation Notice:**

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

- 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation— Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

# CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

# CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1. Checking the System for Award Management at website: http://www.sam.gov
- 2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

# DISADVANTAGED BUSINESS ENTERPRISES

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

# A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

# **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

# ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

# FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

# **CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

# **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

# CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark ( $\checkmark$ ) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### Certifications

- a) The applicant represents that it is ( ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is ( ) is not ( ✓ ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

# **Term Definitions**

Felony conviction: Felony conviction means a conviction within the preceding twentyfour

(24) months of a felony criminal violation under any Federal law and includes

conviction of an offense defined in a section of the U.S. code that specifically classifies

the offense as a felony and conviction of an offense that is classified as a felony under 18

U.S.C. § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

# **Termination for Convenience (Professional Services)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **Termination for Default (Professional Services)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
  - 1. Perform the services within the time specified in this contract or by Owner approved extension;
  - 2. Make adequate progress so as to endanger satisfactory performance of the Project;
  - 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

### b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:

- 1. Defaults on its obligations under this Agreement;
- 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
- 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold

Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

# TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all subtier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



# MEMORANDUM

Date:	April 18 <sup>th</sup> , 2023
To:	Mayor and City Council
From:	Joseph Kohlgraf, Public Works Director
RE:	Airport Runway Grant Application Submittal Approval

#### SUMMARY

Acceptance of Submittal of Grant Application for Runway Planning Project.

#### BACKGROUND INFORMATION

The Mora Municipal Airport is currently due for Runway improvements laid out in the Airport CIP. This project is already in the works and are currently looking for approval for the grant application submittal by SEH to proceed with the Runway Planning Project.

#### **OPTIONS & IMPACTS**

Accept grant application submittal by SEH for the Runway Planning Study. This will provide needed funds from 3<sup>rd</sup> party.

#### RECOMMENDATIONS

Staff recommends moving forward with the grant application submittal by SEH for Runway Planning.

Attachments; none



# MEMORANDUM

Date:	April 18 <sup>th</sup> , 2023
To:	Mayor and City Council
From:	Joseph Kohlgraf, Public Works Director
RE:	Airport Taxi Lane Grant Application approval

#### SUMMARY

Acceptance of Submittal of Grant Application for Taxi Lane Reconstruction.

#### BACKGROUND INFORMATION

The Mora Municipal Airport is currently due to taxi lane improvements laid out in the Airport CIP. This project is already in the works and are currently looking for approval for the grant application by SEH to proceed with the Airport Taxi Lane Project.

#### **OPTIONS & IMPACTS**

Accept grant application submittal by SEH for taxi lane construction project will provide needed funds from 3<sup>rd</sup> party.

#### RECOMMENDATIONS

Staff recommends moving forward with the grant application submittal by SEH.

Attachments; none



# M E M O R A N D U M

Date:	April 18 <sup>th</sup> , 2023
To:	Mayor and City Council
From:	Joseph Kohlgraf, Public Works Director
RE:	Airport Fuel System Contract Proposal SEH

#### SUMMARY

Acceptance of Fuel System Repair Contract with SEH.

#### BACKGROUND INFORMATION

The Mora Municipal Airport is currently dealing with a out of date fuel system that needs repairs due to age and material make-up. The system has been repaired multiple times and is needing a complete replacement to maintain the system and keep it in use. This has been a project that has been budgeted for in the past and has seen cost increases. Staff has worked with SEH to provide needed assistance in designing the fuel system upgrade. Attached you will find a proposal from SEH for the project. This project has been in the CIP and needs completion before the taxi lane construction project to be beneficial for cost savings.

#### **OPTIONS & IMPACTS**

- 1. Move forward with contract acceptance with SEH for the Fuel System Repair Project. This is currently in the budget.
- 2. Do not accept the contract agreement. This will affect grant opportunities and project costs.

#### RECOMMENDATIONS

Staff recommends accepting Fuel System Contract Agreement with SEH

Attachments; 2023 Fuel Systems Contract-SEH

#### ARCHITECT/ENGINEER AGREEMENT Between

City of Mora, Minnesota

(OWNER)

and

Short Elliott Hendrickson Inc.

(CONSULTANT)

for

### PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Mora, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Mora Municipal Airport, entitled:

2023 Fuel System Rehabilitation

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

#### ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

#### ARTICLE 3. COMPENSATION TO CONSULTANT

- A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.
  - 1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

- 2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:
  - a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
  - b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTAT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.
  - c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
    - 1) Travel and subsistence.
    - 2) Computer services.
    - 3) Outside professional and technical services.
    - 4) Identifiable reproduction and reprographic charges.
    - 5) Expendable field supplies and special field equipment rental.
    - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
  - d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

#### ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

#### ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

#### ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

#### ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

#### ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

#### ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
  - 1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

- 2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
- 3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
- 4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
- 5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
- 8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.

- 10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- 11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
- 12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
- 13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

#### ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

#### ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

#### ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

#### ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

#### ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

#### ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

#### ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

( <u>x</u> )	\$10,000 or less
()	\$10,001 to \$25,000
()	\$25,001 to \$100,000 or
()	\$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

#### ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc. 3535 Vadnais Center Drive St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

Glenn Anderson City Administrator 101 Lake Street South Mora, Minnesota 55051

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

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

City of Mora, MN	Short Elliott Hendrickson Inc.
OWNER	CONSULTANT
Ву	By Shall
Attest	

Attachments: A, B

#### Attachment A Project Scope and Scope of Engineering Services 2023 Fuel System Rehabilitation Mora Municipal Airport Mora, Minnesota

### **Project Description and Scope**

The project consists of rehabilitating the fuel system at the Mora Municipal Airport. The fuel tanks were inspected and are in need of repairs and replacement of the piping, sumps and sensors, and manway over the Jet A tank.

#### Scope of Engineering Services

The Scope of Engineering Services is itemized below. The coordination and contractor selection will meet all requirements of the Minnesota Department of Transportation (Office of Aeronautics).

The Consultant will provide the following specific services:

#### **Repair Coordination and Grant Acquisition:**

- 1. <u>Project Formulation:</u> SEH will complete initial project research, coordination with contractors, coordination with MnDOT for state grant funding, and grant application.
- Quotation Coordination: SEH will coordinate with two qualified fuel system repair companies to inspect the fuel tanks and develop appropriate scopes of work for Mora to consider. The quotation packages received by the City will be the basis for the state grant application.
- <u>Contract Award Recommendation</u>: Provide support to the City during the quoting and award process. Specific services include qualifying received work scopes, recommending award, and assisting with contract development between the City and the successful quoter. This task also includes assistance with the MnDOT grant application and submittal of required grant documentation.
- 4. <u>Project Management</u>: Overall administration of the project, including internal and external meetings, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, and other regulatory agencies as required.

### **Construction Observation, Administration, and Project Closeout:**

1. <u>Preconstruction Activities:</u> Preconstruction coordination will be held prior to beginning construction to outline and discuss project requirements, administration procedures, and other construction related information. SEH will document the coordination, issue notifications, and record meeting minutes as necessary.

- 2. <u>Pay Estimates</u>: Actual completed quantities will be tabulated for use in preparing pay estimates. It is anticipated that two pay applications will be processed and presented to the City Council.
- 3. <u>Record Drawings</u>. SEH will coordinate with the contractor for as-built conditions and a record of work completed.
- 4. <u>Project Management:</u> Overall administration of the construction phase of the project, including internal and external meetings, project oversight, and coordination and communication with the Sponsor, MnDOT, and the FAA.

#### Not Included in Scope of Service:

1. <u>Construction Observation / Final Inspection:</u> SEH will provide limited daily construction observation for this project. SEH will generally follow construction progress through the project management task, but daily observations and final inspection are not included.

#### ESTIMATED FEES AND EXPENSES

#### ATTACHMENT B

#### 2023 Fuel System Rehabilitation Mora Municipal Airport Mora, Minnesota

Task		Project	Project	Senior	Admin
No.	Task Description	Manager	Engineer	Technician	Technician
Repai	r Coordination and Grant Acquisition				
1.	Project Formulation		4		
2.	Quotation Coordination		12		
3.	Contract Award Recommendation		2		
4.	Project Management	1	4		
Const	ruction Observation, Administration, and Pro	oject Closeout			
1.	Preconstruction Activities		6		
2.	Pay Estimates		6		
3.	Record Drawings		8	4	
υ.			1	1	
4.	Project Management	2	2		2

#### **ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Project Manager	3	\$73.47	\$220.41
Project Engineer	44	\$47.90	\$ 2,107.60
Senior Technician	4	\$44.35	\$ 177.40
Admin Technician	2	\$32.45	\$ 64.90
Total Direct Labor Costs:	53		\$2,570.31
Direct Salary Costs plus Overhead (72%)			\$4,420.93
Total Labor Costs			\$6,991.24

Fixed Fee on Labor Costs (15%)

#### \$ 1,048.69

### **ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	200	\$0.65	\$130.00
Equipment Usage	53	\$5.80	\$307.40
Total Expenses		:	\$437.40
SUMMARY:			
Total Labor Costs +Fees + Expenses			\$8,477.33
Total		•	\$8,477.33
Estimated Total			\$8,500.00



# MEMORANDUM

Date	April 18, 2023
То	Mayor and City Council
From	Glenn Anderson, City Administrator
	Natasha Segelstrom, Administrative Services Director
RE	Kanabec County Sheriff's Office Contract Budget Review Committee

#### SUMMARY

The Council will appoint a councilmember to the oversight committee in response to the 2023 Kanabec County Sheriff's Office Contract and annual review of contract and budget.

#### BACKGROUND

In December 2009 the City of Mora entered in a contracted services for Law Enforcement with Kanabec County Sheriff's Office to provide police protection within the corporate limits of the City.

In November 2023, Kanabec County and Kanabec County Sheriff's Office held a work session to review the Law Enforcement Contract with the City of Mora to update the contract which was revised on December 20, 2022.

22. ANNUAL REVIEW OF CONTRACT AND BUDGET. All parties to this Agreement agree to the necessity of continual communications between all of the parties and therefore jointly establish a committee to ensure proper administration of this Agreement. The committee shall consist of one county commissioner, one city council member, the sheriff or designee, and the City Administrator. Said committee shall meet annually in April and at other times as called by any of the committee members.

#### RECOMMENDATIONS

MOTION to appoint Councilmember \_\_\_\_\_\_as the Kanabec County Sheriff's Office Contract and Budget review committee.

1	CONTRACT FOR LAW ENFORCEMENT SERVICES
2 3 5 6 7 8 9 10	THIS AGREEMENT, originally made and entered into effective the 9 <sup>th</sup> day of December 2009, and subsequently revised on the 20 <sup>th</sup> day of December 2022, by and between the County of Kanabec, a governmental entity of the State of Minnesota (hereinafter referred to as the "County"), the City of Mora, a municipal corporation existing under and by virtue of the laws of the State of Minnesota (hereinafter referred to as the "City"), and the Kanabec County Sheriff's Office (hereinafter referred to as the "Sheriff"). This revised agreement supersedes any and all previous versions upon full execution.
10	WITNESSETH:
12	
13 14 15 16	WHEREAS, the County, through the Office of the Kanabec County Sheriff, currently maintains a sheriff's office in accordance with Minnesota Statutes, Chapter 387 to specifically exercise the powers and duties specified in Minnesota Statutes, § 387.03, and;
17 18 19	WHEREAS, the City formally maintained a police department in accordance with Minnesota Statutes, § 412.221 and Chapter 41 of the City Code, and
20 21	WHEREAS, the City as abolished their police department and repealed the ordinance so creating same; and
22 23 24 25 26 27	WHEREAS, the City, the County, and the Sheriff have determined that overall quality, quantity and scope of law enforcement services to all parties could be enhanced, extended and improved by the City contracting with the County to provide police protection within the corporate limits of the City;
28 29 30 31	WHEREAS, the City, the County, and the Sheriff are desirous of entering into an agreement whereby the County, through the Sheriff, shall provide law enforcement services to the City, improve the quality and quantity of law enforcement services, and provide for a more efficient expenditure of the available revenues of the respective parties, and,
32 33 34	WHEREAS, the Sheriff of Kanabec County has consented to the terms of this Agreement, and,
35 36 37 38	WHEREAS, Minnesota Statutes, § 471.59 (8) authorizes the City and the County to enter into an agreement whereby the County will perform on behalf of the City any service or function which the City would be authorized to provide, including law enforcement services, and,
39 40 41	WHEREAS, Minnesota Statutes, § 436.05 permits the Sheriff of any county to contract with any city for the purposes of providing police service, subject to contractual approval by the Board of Commissioners of the County and the City Council of the City.
42 43 44 45	NOW THEREFORE, pursuant to the terms and conditions as hereinafter set forth, it is agreed by and between the parties as follows:

2 3 4	1.	PURPOSE. The purpose of this Agreement is to increase efficiencies, more effectively manage available resources, expand the scope of law enforcement services, conserve funds through cooperation and sharing of resources, and to more fully and efficiently utilize the expertise of law enforcement personnel.				
5 6 : 7 8 9	2.	SHERIFF'S DUTIES. The Sheriff shall continue to exercise any and all duties imposed upon that office by law and this Agreement shall not in any manner limit, restrict or be deemed to relieve said office of any such duties imposed by law.				
	3.	STAFF.				
12 13 14 15 16 17 18 19 20 21 22 23 24		a. The County shall provide an assign such personnel as the Sheriff deems necessary to carry out the provisions of this Agreement. From the effective date, said individuals shall in all respects be County employees and shall be subject to all County administrative policies, rules, personnel plans, regulations, and pay plans, including all employee benefits. The County shall be responsible for the enforcement of all its employment policies and shall be responsible for insuring compliance with all such policies, collective bargaining agreements, regulations, and rules including discipline and discharge. The County shall assume responsibility for the payment of salaries, wages, or other compensation to said employees pursuant to this Agreement. The County, through the Sheriff of Kanabec County, shall have final authority for the direction and control of said employees.				
25 26 27 28		b. The County, through the Sheriff's Office, shall have the sole authority to manage the personnel serving in law enforcement so that the size of the department properly reflects the needs of the County and the provisions of this Agreement.				
29 30		c. The Sheriff shall assign one of his/her personnel to act as the liaison between the Sheriff's Office and the City.				
31 32 33 34 35 36 37 38		d. If, in the judgement of the City and/or the Sheriff, it is deemed necessary to add additional temporary law enforcement personnel for special events sponsored by the City, such personnel shall be provided by and supervised by the Sheriff along with the Sheriffs employees providing services under the terms of this Agreement. The City agrees to reimburse the Sheriff for the cost of said additional personnel used at said events at the hourly rate set forth in this Agreement.				
		HOLD HARMLESS. The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of the scope of employment and the County agrees to indemnify and hold harmless the City against any such claims.				
42 43 44 45		Notwithstanding this provision, neither party shall assume any liability for the intentional or negligent acts of the other party's employees and in the event that any claim is made against either party, its officers or employees for such intentional or negligent acts, that party shall hold the other harmless and shall defend the other against any claims for				
45 46		damages resulting therefrom.				

Orig. 12/7/2009 Rev12/20/22

 5. NON-WAIVER OF IMMUNITY. Any provision for indemnification shall not inure to the benefit of any third party. Further, neither the County nor the City, by and through the terms of the Agreement, intends to waive any immunity that they may be accorded by law.

#### 6. BUDGET.

- a. The Sheriff shall annually prepare and submit to the City Administrator a budget no later than June 1<sup>st</sup> of each year for the subsequent year. Said budget shall include a five-year capital improvement plan. Such budget shall set forth the requested funding from the City for law enforcement services under this Agreement.
- b. The City Council shall approve a budget for law enforcement services and submit it to the Sheriff no later than August 1. Said budget shall set aside funds for payments under this Agreement, anticipated additional services, and capital improvements.
- c. For the cost of services above and beyond the scope of this Agreement that result in overtime expenses the Sheriff may request reimbursement from the City and the City shall reimburse the Sheriff the cost of said services. The Sheriff shall inform the City in advance, where possible, of the nature and proposed cost of the additional services. Additional service costs are detailed in Appendix A.
- CAPITAL IMPROVEMENT PLAN. The Sheriff shall develop and submit to the City
   for adoption a plan for capital improvements for law enforcement purposes. The budget
   may provide for the creation of reserve funds for such capital improvements. Said
   reserve funds shall be maintained by the City.
  - 8. FUNDING.
    - a. The City agrees to pay, in arrears to the County the budgeted amount for law enforcement services in equal monthly installments as shown in Appendix A Approved Budget. The County shall prepare a monthly invoice showing the amount due and any additional charges or credits for the prior billing period. City may not unilaterally decrease its level of funding from the amount budgeted upon for any subsequent year, nor may the County unilaterally increase the amount budgeted for any subsequent year.
  - b. Except as otherwise mentioned in this Agreement, all revenues received by the County, not expended as designated, attributable to the activities and operations of the Sheriff's Deputies assigned to the City or occurring in the City shall be paid to the City or credited to the City's account. These revenues shall include, but not be limited to:

Ver. 2.2

1		i.	Police Training Reimbursement;
2 3		ii.	Alcohol, Tobacco & Other Drug (compliance) Grants
4 5		iii.	Police PERA Aide
6 7 8 9		iv.	Should the Sheriff receive reimbursement for the cost of additional services from sources other than the City, the City's share of the reimbursement to the Sheriff shall be reduced by the same amount received from other sources.
10 11 12	c.	All fin	thes and revenue from forfeitures collected by the courts, the County, or the
13 14			or violations occurring in the City shall be disbursed according to Minnesota
15 16	d.	The fo	llowing revenues generated by the County shall remain within the County:
17 18 19		i.	Animal and vehicle impoundment fees, if the county pays for the cost of impoundment.
20 21 22		ii.	Fees for reports, background checks, handgun permits, and other administrative charges.
23 24 25 26 27		iii.	Reimbursement of expenses from other agencies for law enforcements services attributable to the activities and operations of the Sheriff's Deputies assigned to the City or occurring in the City not covered by payments from the City.
28 29	9. PERS	ONNEL	, EQUIPMENT, FACILITIES & SUPPLIES.
30 31 32 33 34 35 36	a.	supply dispate law en provide	t as specified in paragraphs b and c below, the County shall furnish and all supervision, personal gear, uniforms, communication facilities, ching services, necessary office space, supplies, and personnel to render the forcement services required under this Agreement. Except as otherwise ed herein, the County shall retain ownership of all such materials acquired purpose of complying with this Agreement.
<ol> <li>37</li> <li>38</li> <li>39</li> <li>40</li> <li>41</li> <li>42</li> <li>43</li> </ol>	b.	(herein service this Ag Appen	st of all vehicles and necessary accessory equipment in the vehicles hafter referred to as "Equipment") required to provide law enforcement es in the City shall be over and above the cost of providing service under greement. An inventory of necessary Equipment provided shall be found in dix $B - Equipment$ Schedule. Equipment shall be used by the Sheriff to the following stipulations:
44 45 46		i.	The City shall transfer to the County ownership of all Equipment currently owned by the City at no cost to the County. Prior to the effective date of

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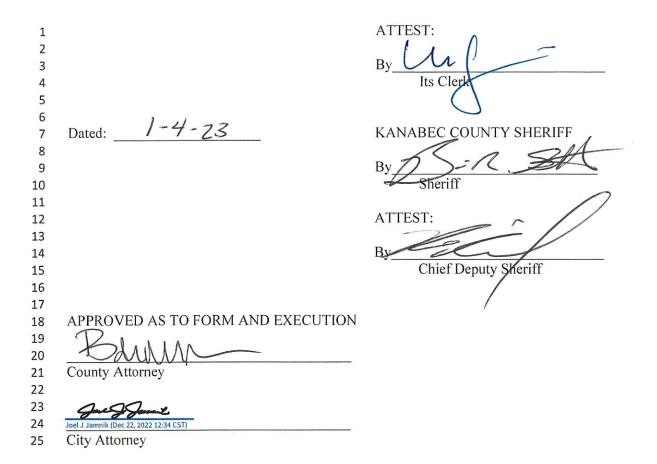
1 2 3 4 5		this Agreement the Sheriff shall initially inspect the City owned Equipment and accept or reject them for use by the Sheriff. Equipment rejected shall be returned to the City. Equipment accepted by the Sheriff shall be entered on the equipment schedule at no value and with an estimated useful life as mutually agreed upon.
6 7	i	i. Equipment to supplement the Equipment provided initially by the City
8	1	shall be provided by the County. The County shall initially purchase said
9		Equipment and charge the city monthly for the use of said equipment
10		based on the cost of said Equipment and its estimated useful life. This
11		cost shall be over and above the monthly compensation identified in
12		Section 8.a. above. The number and types of Equipment shall not exceed
13		that identified on Appendix B – Equipment Schedule.
14		
15	ii	
16		a manner approved by all parties.
17		
18	iv	
19		Annual Review of Contract and Budget.
20		
21		her equipment owned by the City, not included above and to be used for the
22	-	rpose of carrying out the terms of this Agreement, may be transferred to the
23	Sh	eriff's Office at no cost to the County.
24	1 0	
25		her equipment owned by the City, not included above, may be transferred to the
26	Sh	eriff's Office upon agreement of mutually acceptable terms.
27	10 DIGTRUD	
28	10. DISTRUB	BUTION OF EQUIPMENT.
29	• W/I	hen the Sheriff finds it necessary to dispose of Equipment acquired under
30 21		ction 9.b.i., for whatever reason, the property may be sold after receiving
31 32		ncurrence of the City. The net revenues from said sale or disposition shall be
33		tially deposited with the County and then disbursed to the City within 45 days.
34	IIII	thany deposited with the boundy and then dispursed to the only within 15 days.
35	h Un	oon termination of this Agreement, any Equipment acquired under Section 9.b.
36		d 9.c. shall be offered to the City at a cost equal to the remaining value of said
37		uipment. If termination is initiated by the City the City shall be obligated to
38		y the County for said Equipment. If termination is initiation by the County the
39		ty may purchase any items of said Equipment at its discretion, but is not
40		ligated to do so.
41		
42	11. SERVICE	S PROVIDED. County agrees, through the Sheriff, to provide police
43		within the corporate limits of the City to the extent and in the manner
44		r set forth, and to the extent required by law, by adopting this agreement, the
45	City hereb	y authorizes the Sheriff to provide these services specified herein within the
46	corporate l	limits of the City.

1		
2	а	The services to be provided shall include those duties and functions of the type
3		customarily rendered by the Sheriff pursuant to Minnesota Statutes and rendered
4		by the Sheriff in the unincorporated area of the County.
5		
6	h	City ordinances shall be enforced by the Sheriff.
7	υ.	City ordinances shar be enforced by the Sheriff.
	2	Other services will be provided by the Sheriff, as set forth in Appendix C –
8	c.	Services to be Provided.
9		Services to be Provided.
10		
11		RTS. The Sheriff shall prepare and submit to the City Administrator no later than
12		cond Thursday of each month a report detailing the law enforcement activities in
13	the Ci	ty for the prior month.
14		
15		PRACTICES. The Sheriff shall be the Data Practices agent for any requests
16	involv	ing action undertaken by the Sheriff's employees under this Agreement.
17		
18	14. COMI	PLAINTS. The City shall forward any and all complaints regarding law
19	enforc	ement services in the City to the Sheriff. The Sheriff shall investigate any
20	compl	aints, whether referred by the City or not, according to the policies of the Sheriff.
21	Upon	resolution the Sheriff shall forward a summary report of the complaint,
22	investi	gation, and summary action to the City Administrator.
23		
24	15. TERM	[.
25		
26	a.	The initial term of this Agreement shall run until 11:59p.m., December 31, 2011.
27		It shall continue thereafter, from year to year, unless specifically terminated by
28		either of the parties to this Agreement.
29		entite of the parties to any representation.
30	h	This agreement shall commence after all parties have duly approved and signed
	0.	this Agreement and the City has notified the county of a commencement date for
31		the agreement.
32		the agreement.
33	allere i	At (1
34	c.	At the commencement of this Agreement it is understood that the Sheriff may not
35		be able to provide all services immediately. During this ramp-up period the
36		monthly fee shall be adjusted to reflect the amount of service received. Said
37		ramp-up period shall be no longer than two months from the commencement of
38		this Agreement.
39		
40	d.	If, for any reason, after the ramp-up period the Sheriff is unable to provide all of
41		the services provided for under this Agreement the monthly fee shall be adjusted
42		to reflect the amount of service received.
43		
44	16. TERM	INATION.
45		

1	This A grammant may be terminated often the initial term with an without equal
1	a. This Agreement may be terminated after the initial term, with or without cause, upon either party giving written notice to the other party of its desire to terminate
2 3	prior to August 1 of any year of this Agreement or of any extension thereof. Any
4	such notice of termination shall be effective on December 31 of the same year of
5	the giving of said notice.
6	the giving of sale notice.
7	b. After termination the County shall pay to the City, as received, any revenues
8	described in Section 8.b. above.
9	
10	c. In case of termination of this Agreement by the City, the City shall reimburse the
10	County the cost of unemployment expenses incurred resulting from the layoff of
12	Sheriffs staff formerly providing services under this agreement. The City shall
13	only be obligated to pay for costs incurred within one year of the termination date
14	of the agreement.
15	of the agreement.
16	17. APPLICABLE LAWS. This Agreement shall be interpreted under and in accordance
17	with the law of the State of Minnesota.
18	with the law of the State of Millinesota.
19	18. SEVERABILITY. If it should appear that any of the terms hereof are in conflict with
20	any rule or law or statutory provision of the State of Minnesota or are otherwise declared
21	null and void by any Court of competent jurisdiction, then such terms shall be deemed
22	inoperative and null and void without invalidating or otherwise affecting the remaining
23	provisions of this Agreement.
24	
25	19. AMENDMENTS. Any amendments, deletions, or waivers of the provisions of this
26	Agreement shall be valid only when reduced to writing and signed by the parties.
27	
28	20. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement of the
29	parties and shall supersede all oral agreements and negotiations between the parties
30	relating to the subject matter herein.
31	
32	21. NON-DISCRIMINATION. The parties are committed to the policy that all persons shall
33	have equal access to its programs, facilities, and employment without regard to race,
34	disability, color, creed, religion, national origin, sex, gender, age, and marital status,
35	status with regard to public assistance, familial status, or sexual orientation.
36	
37	22. ANNUAL REVIEW OF CONTRACT AND BUDGET. All parties to this Agreement
38	agree to the necessity of continual communications between all of the parties and
39	therefore jointly establish a committee to ensure proper administration of this Agreement.
40	The committee shall consist of one county commissioner, one city council member, the
41	sheriff or designee, and the City Administrator. Said committee shall meet annually in
42	April and at other times as called by any of the committee members.
43	
44	23. DISPUTES AND REMEDIES.
45	

\_

1 2 3 4 5	a.	Negotiation. When a disagreement over Agreement shall arise, all parties will dir appropriate to meet at least one (1) time to attempt to resolve the dispute through	ect staff members as they deem at a mutually convenient time and place
6 7 8 9 10 11	b.	Mediation. When the parties to this Agre claims or counterclaims, or are unable to provision of this Agreement through neg mediation of the issue by a neutral third p settlement of disputes. The party request mediation except the other parties' legal	agree upon an interpretation of any otiation, either party may request party knowledgeable in the law and in the ting negotiation shall pay the costs of
12 13 14 15 16 17 18 19	c.	Arbitration. When the parties to this Age claims, or counterclaims, or are unable to provision of this Agreement through neg- mutually agree in writing to seek relief by to binding arbitration. All parties shall ex- parties' legal expenses.	agree upon an interpretation of any otiation or mediation, the parties may
20 21 22 23 24 25 26		Adjudication. When the parties to this A claims or counterclaims, are unable to ne of this Agreement or are unable to agree mediation or arbitration, either party may action in a court of competent jurisdiction WHEREOF, The parties have hereunto see	gotiate an interpretation of any provision to submit their respective grievances to seek relief through initiation of an n.
28 27 28 29 30 31 32 33 34 35 36	Dated: _/	3-23 CO By	UNTY OF KANABEC Vichy Matter Its Chaipperson TEST:
<ol> <li>37</li> <li>38</li> <li>39</li> <li>40</li> <li>41</li> <li>42</li> <li>43</li> <li>44</li> <li>45</li> <li>46</li> </ol>	Dated: 12/2		Y OF MORA Its Maron Allow



1	APPENDIX A
2	Approved Budget
3	
4	
5	[TO BE INSERTED AT A LATER DATE]
6	

Orig. 12/7/2009 Rev12/20/22

a.

#### Law Enforcement Services Contract

Corgoant			1 @ \$82,000		\$	82,000	
Sergeant Deputies			4 @ \$73,000		ې \$	292,000	
Law Enforcement Assista	ant		1 @ \$49,000		\$	49,000	
Part Time Deputy	ant		1 @ \$45,000		\$	14,000	
Capital Equipment (+\$41	000)				Ŷ	14,000	
Vehicle Repairs	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				\$	10,000	
Gas, Oil & Misc.					\$	24,000	
Training, Small Equipme	nt Ronairs	& Office Supr	olios		\$	10,500	
Cell Phones	nt, nepans,	& Onice Supp	Siles		\$	2,400	was 2,300
Auto Insurance					\$	2,400	added
Auto insurance				Total	-	486,400	audeu
۲ <b>۸</b>	ministration	Chargo 5%		TOTAL	ې \$	24,320	
Au	ministration	Charge 5%			Ş	24,520	
				Total	ć	510,720	
				TOLAI	Ş	510,720	
Office set up and misc. o	no timo ovn	0000			\$	40,000	
Office set up and filse. O	ne-unie exp	ense			Ş	40,000	
				() <del></del>			
2010			5%	Grand Total	ć	536,256	
2010			570	Granu Total	Ş	550,250	
2011			5%	Grand Total	ę	563,068	
2011			5%	Grand Total	Ş	505,000	
July 2009	-50%	\$255,360		Grand Total	¢	295,360	
July 2003	-2070	<i>4233,300</i>			Ţ	233,300	
Hourly Rate							
<b>/</b> /							
The annual amount is							
days per year. The 20							
2011 is \$49.00. The	hours that a	deputy is in	n the City to a	answer compla	aint	s, enforce	City

2011 is \$49.00. The hours that a deputy is in the City to answer complaints, enforce City
ordinances and/or state Laws, and patrol, shall be assigned to by the Sheriff or this designee.

9

Additional Personnel. If in the judgement of the City and/or the Sheriff it is necessary to add additional temporary law enforcement personnel for special events sponsored by the City, such personnel shall be hired by the Sheriff and supervised as by the Sheriff along with the Sheriff's employees performing services under the terms of this Agreement. The City agrees to reimburse the Sheriff for the additional personnel used at special events at the hourly rate.

16

## APPENDIX B

## Equipment Schedule

3 4 5

1 2

The following equipment shall be deemed necessary and at a cost over and above the monthly

6 contract amount:

7

ltem	Cost	Salvage	Useful Life	In Service
1 patrol vehicle				
2 patrol vehicle				
3 patrol vehicle				
4 patrol vehicle				
5 patrol vehicle				
1 vehicle radio				
2 vehicle radio				
3 vehicle radio				
4 vehicle radio				
5 vehicle radio				
1 radar				
2 radar				
3 radar				
4 radar	1			
5 radar				
1 rifle				
2 rifle				
3 rifle				
4 rifle				
5 rifle				
1 mobile display terminal				
2 mobile display terminal				
3 mobile display terminal				
4 mobile display terminal				
5 mobile display terminal				
1 light bar & lights				
2 light bar & lights				
3 light bar & lights				
4 light bar & lights				
5 light bar & lights				
1 cage				
2 cage				
3 cage				
4 cage				
5 cage				
1 vehicle video camera				
2 vehicle video camera				

3 vehicle video camera			1
4 vehicle video camera			
5 vehicle video camera		 	
1 computer			
2 computer			
3 computer			
4 computer		 	
5 computer		 	
1 portable radio		 	
2 portable radio		 	
3 portable radio			
4 portable radio			
5 portable radio			
1 PBT			
2 PBT		 	
3 PBT		 	
4 PBT		 	
5 PBT		 	
1 Level IIIA body Armor			
2 Level IIIA body Armor	*	 	
3 Level IIIA body Armor		 	
4 Level IIIA body Armor		 	
5 Level IIIA body Armor			
1 vehicle gun lock		 	
2 vehicle gun lock		 	
3 vehicle gun lock			
4 vehicle gun lock			
5 vehicle gun lock			
1 flashlights (2)			
2 flashlights (2)		 	
3 flashlights (2)		 	
4 flashlights (2)		 	
5 flashlights (2)		 	
1 digital camera			
2 digital camera		 	
3 digital camera		 	
4 digital camera		 	
5 digital camera		 	
1 tazor		 	
2 tazor			
3 tazor		 	
4 tazor			
5 tazor	8		
1 first aid kit with O2		 	
2 first aid kit with O2		 	

Orig. 12/7/2009 Rev12/20/22

3 first aid kit with O2	1	1	1	
4 first aid kit with O2				
5 first aid kit with O2				
1 fire extinguisher				
2 fire extinguisher				
3 fire extinguisher				
4 fire extinguisher				
5 fire extinguisher				
1 finger print kit				
2 finger print kit				
3 finger print kit				
4 finger print kit		-		
1 stop stick				
2 stop stick				
3 stop stick				
4 stop stick				
5 stop stick				
1 AED				
2 AED				
3 AED				
4 AED				
5 AED				
1 digital voice recorder				
2 digital voice recorder				
3 digital voice recorder				
4 digital voice recorder				
5 digital voice recorder				
1 binoculars				
2 binoculars				
3 binoculars				
4 binoculars				
5 binoculars				

1

2 For each piece of equipment a depreciation schedule shall be maintained identifying the item, the

3 useful life, the vendor, the manufacture, the model, the acquisition date, the initial cost, and

4 salvage vale if any at the end of the useful life.

1		APPENDIX C
2		
3		Services to be Provided
4		
5		
6	•	Twenty-four hour per day/365 day per year patrol by at least one Sheriff's Deputy and
7		patrol car.
8	•	Funeral escorts
9	•	Parade escorts
10	•	National Night Out event
11	•	Neighborhood Watch Program
12	•	Liaison to attend weekly department head meetings if available.
13	٠	Liaison to attend city council meetings when requested if available.
14	•	*School liaison (if requested by school) (may be a services provided directly by the
15		county)
16	•	*D.A.R.E. or other drug education/prevention programs (if requested by school) (may be
17		a service provided directly by the county).
18	٠	Participate in a variety of community activities where practicable.
19	•	City employment background checks
20	•	Tobacco/alcohol compliance checks
21	•	Delivery of meeting agenda packets
22	•	Business visits in the downtown and highway 65 areas.
23	•	Food patrols in the downtown area.

\*Subject to annual negotiation during the Annual Review of Contract and Budget. Services may not be provided or may be provided on a limited scale due to budget limitations.

# 2023 LE Contract City of Mora KCSO

Final Audit Report

2022-12-22

Created:	2022-12-22
Ву:	Natasha Segelstrom (n.segelstrom@cityofmora.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgqhNNMq29-prMsgdme7Ap5yiAb_IR7KX

# "2023 LE Contract City of Mora KCSO" History

- Document created by Natasha Segelstrom (n.segelstrom@cityofmora.com) 2022-12-22 6:07:51 PM GMT
- Document emailed to jjamnik@ck-law.com for signature 2022-12-22 - 6:08:23 PM GMT
- Email viewed by jjamnik@ck-law.com 2022-12-22 - 6:18:04 PM GMT
- Signer jjamnik@ck-law.com entered name at signing as Joel J Jamnik 2022-12-22 - 6:34:30 PM GMT
- Document e-signed by Joel J Jamnik (jjamnik@ck-law.com) Signature Date: 2022-12-22 - 6:34:32 PM GMT - Time Source: server
- Agreement completed. 2022-12-22 - 6:34:32 PM GMT



# M E M O R A N D U M

Date	April 18, 2023
То	Mayor and City Council
From	Glenn Anderson, City Administrator
	Natasha Segelstrom, Administrative Services Director
RE	Driver's License Committee Follow-up

#### SUMMARY

The Driver's License Committee provide an update to the Council on the City and Kanabec County's findings for the Driver's License Operation and Motor Vehicle Office.



# MEMORANDUM

Date	April 18, 2023
То	Mayor and City Council
From	Glenn Anderson, City Administrator
	Natasha Segelstrom, Administrative Services Director
RE	9th street Highway 65 Update - SEH

#### SUMMARY

Greg Anderson will provide an update to the Council on the 9th Street Highway 65 Turn Lane and the MnDOT Local partnership program.



# March 2023

During the month of March, 2023 Kanabec County Sheriff's Office contract cars responded to 491 calls for service within the City of Mora. The most frequent calls for service were Medical Emergencies (73), Traffic complaints/violations (88), and 911 open or abandoned lines (33)

Contract deputies received continuing education/training in the following areas:

- Firearms Rifle/Handgun
- Cold Water Rescue
- Tactical Building Searches
- High school walkthrough/familiarization

No community events required deputy's attendance.

The Kanabec County Sheriff's Office continues to proudly serve the citizens of Mora within Kanabec County. The Sheriff's Office encourages any and all community members to contact our office with any questions, comments, or concerns.

Sincerely,

Sergeant Dylan VanGorden #3104

# WEARING THE STAR OF HONOR AND SERVICE



#### **CAD Summary Report**

#### Printed On: 04/06/23 12:22

# Kanabec County Sheriff's Office

	03/23	Total
911 Hang-ups-Abandoned-Open Line	33	33
Agency Assist	12	12
Alarms All (Home, Business, Bank, misc)	7	7
Animal-All Other	8	8
Assault	1	1
Burglary	2	2
Child Custody Issues	2	2
Civil Assist	13	13
Crim Sex	2	2
Disorderly Conduct	7	7
Domestic Disturbance/Assaults	3	3
Drug calls - All	1	1
DTP	7	7
Escorts-Funerals, Races, etc	3	3
Fire- Mora Area Fire Calls	4	4
Fires - All Others	3	3
Foot Patrol	30	30
Found - animals, property, etc	2	2
Fraud	3	3
Harassing communications calls	1	1
Health and Safety	1	1
Hospice Deaths	3	3
Information and misc calls	18	18
Juvenile calls excluding tobacco, drugs, alcohol	3	3
Juvenile Tobacco complaints	6	6
Maltreatment	18	18
Medical Emergency	73	73
Meetings and Presentations	1	1



## **CAD Summary Report**

	03/23	Total
Missing Person(s)	1	1
Neighborhood Disputes	2	2
Noise - including loud music, parties, etc	1	1
Parking Violations	1	1
Public assist calls	5	5
Records checks	5	5
Scams	1	1
Secure Helipad	10	10
Shooting complaints	1	1
Shoplifting complaints	1	1
Snowbird Parking	29	29
Stolen	1	1
Stop arm violations	3	3
Suicide threats-attempts	3	3
Suspicious- persons, vehicles, and occurrences	18	18
Theft-not vehicle	10	10
Threats	4	4
Traffic / Driving complaints	10	10
Traffic Accident	1.1	11
Traffic Violation	78	78
Unwanted person	5	5
Vehicle off Road	2	2
Violation of Court Order	1	1
Warrant Entry and Arrests	4	4
Weather - Monthly Test	1	1
Welfare Check	16	16
Total	357	491

Printed On: 04/06/23 12:22

# City of Mora, MN PARK BOARD Meeting Minutes

### April 11, 2023

Present:Steven Holcombe, Alison Holland, Sam Pioske, Curt Sammann, Kyle ShepardAbsent:NoneStaff Present:Joe Kohlgraf, Jeff Krie, Glenn AndersonOthers Present:None

- 1. Call to Order. Chair Pioske called the meeting to order at 6:00 p.m.
- 2. <u>Roll Call.</u> All present.
- 3. <u>Adopt Agenda.</u> Motion by Holland, second by Shepard to adopt the April 11, 2023 meeting agenda as presented. All present voted aye. Motion carried.
- 4. <u>Minutes.</u> Motion by Shepard, second by Holcombe to approve the January 10, 2023 meeting minutes as presented. All present voted aye. Motion carried.
- 5. Open Forum. No one showed up to speak at the open forum.
- 6. <u>Fall Fest.</u> The board discussed the Fall Fest event detail sheet and shared ideas on Activities, Food Trucks, Donations, and Marketing. Overall a great discussion and many ideas were shared. The group decided that a walking magician was the way to go. Kids are too busy for stage acts and people love the interaction. Sheppard suggested another option is using a DJ or sound system that played kids music and kids could dance on the stage during the event. Holland and Krie shared some possible groups that might be willing to assist in Fall Fest. Anderson shared the possibility of reaching out to the Fire Department and Police to see if they would be interested in attending Fall Fest. It was brought up to either get rid of the inflatable activity or have better supervision to limit any accidents. Krie suggested that he could bring to the next meeting some activities the board could consider. Sheppard and Holland shared ideas on getting more volunteers at the event. Holland also suggestion using the school to distribute the event poster. Sheppard felt that last year was the best year yet and hoping that the event continues to grow. The board tabled it for Krie to follow up on the different shared ideas and discuss results.
- 7. Reports.
  - a. Holcombe: None
  - b. Holland: None
  - c. Pioske: Heard Pickleball group may attend a park board meeting on possibility of putting a pickleball court on JC ballfields. Anderson responded with an idea of the possibility of raising funds for projects.

- d. Sammann: Questions were answered during reports on Dog Park and Fox Run proposed park.
- e. Sheppard: Was asked by a person to have Keystone Park open during the winter for snowshoeing.
- f. Kohlgraf: Getting spring equipment ready. Slowly opening parks up as snow melts and checking everything. Doing monthly checks on parks. Skate Park open this week. Basketball courts and tennis/pickleball court are open. Trying some different options for the surface entry of the dog park to make more stable and less messy. Bike trails working on east side of highway to clean off. Park Board may want to look at play equipment in Library Park for replacement or update equipment in the future. Hear any concerns on anything to let Kohlgraf or Krie know.
- g. Krie: Hiring is going good for the MAC. City of Mora was granted a grant from ECRAC for Mora's Music in the Park. Krie asked for volunteers to do curtain speech and hand out survey. Submitted a grant to the DNR for a proposed park in Fox Run development.
- 8. <u>Adjournment.</u> Motion by Sheppard, second by Holcombe to adjourn the meeting. All present voted aye. Meeting adjourned at 6:52p.m.



# City of Mora Economic Development Authority Minutes 2:00 p.m. Tuesday, March 7, 2023 Mora City Hall, 101 Lake St. S, Mora, MN

Pursuant to due call and notice thereof Dan Johnson called to order the regular meeting of the EDA at 2:00 p.m., on Tuesday, March 7, 2023, in the Mora City Hall council chambers.

2. Roll Call: Present: Jody Anderson, David Youngquist, Dan Johnson, Alison Holland, Mike Segner, Rose Krie, Brett Baldwin, Robert Jensen

Absent: None

Staff Present: City Administrator Glenn Anderson, Community Development Director Kirsten Faurie, Administrative Services Director Natasha Segelstrom

Others Present: Kanabec County EDA Director Jim Hartshorn

**3. Adopt Agenda:** MOTION made by Segner, seconded by Baldwin, and unanimously carried to adopt the agenda.

## 4. Special Business:

a. Industrial Park Proposal

Faurie informed the EDA members the City of Mora received a proposal from Nick Mitchell requesting to purchase a 4.84 acre lot in the Mora Industrial Park, Lot 5 Block 1. Mitchell is in the process of purchasing the Mora Marine business, but not the land and building. Mitchell is looking to construct a new building in the Industrial Park roughly 40x100 and use the rest of the lot for outdoor boat storage. The building would be split between a service garage and a showroom to sell new and used boats.

Mitchell is offering \$50,000. Faurie explained the city's Business Subsidy Policy establishes a guideline of \$12,500 per acre. The EDA will need to discuss and decide if they are willing deviate from those guidelines to accept the \$50,000 offer.

The Business Subsidy Policy also establishes a guideline that businesses purchasing a lot in the Industrial Park must construct a building covering a minimum of 5.75% of the lot. Mitchell's proposal falls short, covering 1.9% of the lot. The EDA will need to consider if they are willing deviate from the guidelines and accept this building size.

Hartshorn shared with the EDA his review of Mitchell's business plan found it to be a solid, reasonable plan. Hartshorn said he liked that the business is already functioning and profitable and has the potential to grow. Hartshorn said Mitchell's financing options could include applying to the City or the ECRDC for their revolving economic development loan funds.

# City of Mora Economic Development Authority Minutes 2:00 p.m. Tuesday, March 7, 2023 Mora City Hall, 101 Lake St. S, Mora, MN

The EDA discussed pros and cons of the sale as well as some of their concerns.

J. Anderson expressed concern about if the business type suited the allowable uses in the Industrial Park, and that perhaps more suitable locations could be found outside of the city.

Faurie discussed the allowable uses in the Industrial Park and the decision of whether or not boat sales as a part of Mitchell's business would be the role of the Planning Commission to decide.

Johnson commented on the other businesses in the Industrial Park and the extent that many of them have outdoor storage.

J. Anderson expressed concern that allowing a smaller building to be constructed also means less tax revenue for the city.

Youngquist questioned if the sale would encourage job growth.

Faurie acknowledged the business plan does not include much job growth, but would retain the existing jobs with the potential to grow 2-6 FTE jobs.

G. Anderson noted cities like Mora can struggle to find perfect fits for the Industrial Park, and that the goal is to fill the lots that are available; it may be worth making some exceptions to achieve that goal.

J. Anderson questioned if making exceptions would be fair to the other businesses that followed the guidelines.

Discussion continued regarding building size, building placement and potential for future expansion.

Krie noted that this type of business is needed in the area. She also wondered about how much interest there has been from people wanting to buy Industrial Park lots.

Segner noted that the business shows promise and that it would be good to have more activity in the Industrial Park.

The board discussed making it a higher priority for the City to extend the road and utilities in the Industrial Park in order to make all of the land available for development.

The group discussed the value of the land and what terms they would like to include in a purchase agreement. The EDA directed Faurie to work with the city attorney to draft a purchase agreement, and clarify what Mitchell meant by a "three-year tax moratorium" in his letter of intent. The group also discussed the timeline of the project and sale.

# City of Mora Economic Development Authority Minutes 2:00 p.m. Tuesday, March 7, 2023 Mora City Hall, 101 Lake St. S, Mora, MN

MOTION by Segner to move forward with the purchase at the proposed price of \$50,000 pending the creation of terms of purchase. Discussion continued regarding possible terms. Seconded by Jensen and approved unanimously.

The EDA scheduled a Special Meeting to further review the purchase and terms for 10 a.m. Friday, March 17, 2023 at Mora City Hall.

**5. Adjournment:** MOTION by Baldwin, seconded by Jensen and unanimously carried to adjourn the meeting at 2:56 p.m.

The next Meeting of the EDA is a special meeting for **10 a.m. Friday, March 17, 2023** at Mora City Hall.

The next regular meeting of the EDA is 2 p.m. Tuesday, May 2, 2023.

Dan Johnson President Kirsten Faurie Community Development Director

# City of Mora Economic Development Authority Minutes **10:00 a.m. Friday, March 17, 2023** Mora City Hall, 101 Lake St. S, Mora, MN

Pursuant to due call and notice thereof Dan Johnson called to order the regular meeting of the EDA at 10:00 a.m., on Friday, March 17, 2023, in the Mora City Hall council chambers.

2. Roll Call: Present: Jody Anderson, David Youngquist, Dan Johnson, Alison Holland, Mike Segner, Rose Krie, Robert Jensen

Absent: Brett Baldwin

Staff Present: City Administrator Glenn Anderson, Community Development Director Kirsten Faurie

Others Present: Nick Mitchell

**3. Adopt Agenda:** MOTION made by Krie, seconded by Segner, and unanimously carried to adopt the agenda.

### 4. Special Business:

a. Industrial Park Proposal

Faurie asked the EDA to review terms and discuss terms of the purchase agreement, and noted the Planning Commission will need to review and approve the use of boat sales in the I-2 District.

J. Anderson noted concerns about deviating from guidelines regarding sale price and the smaller building's lot coverage.

Mitchell spoke about his business plan and how he intends to use the lot, specifying that the majority of his business would be boat repair/storage and that he does not foresee boat sales becoming the primary use. Mitchell sees a huge need for repair and storage services in the area.

Jensen discussed the existing pontoon business in the Industrial Park and if their sales model was substantially different than what is being proposed for Mora Marine. Jensen said he wouldn't feel comfortable denying Mitchell if Northstar Pontoons is conducting a similar business.

Segner noted he wasn't considering reversing the decision the EDA made at their March 7 meeting to sell the lot. Krie reaffirmed this and her desire to keep this sale process moving forward to help Mitchell meet his timeline goals.

The board discussed their desired terms of sale. The board debated requiring the business install some form of security system in the agreement; the board directed city staff to consult with the city attorney and advise on how that could be worded.

# City of Mora Economic Development Authority Minutes **10:00 a.m. Friday, March 17, 2023** Mora City Hall, 101 Lake St. S, Mora, MN

MOTION by Segner, seconded by Krie, to direct the city attorney to draft a purchase agreement including the terms listed in staff memo (in packet), specifying the fence needs to screen view all around the property (not just the front), adding the sale is contingent upon approval of the land use by the Planning Commission & City Council, and ask to attorney to advise on how a security feature might be worded.

Motion failed 3-3 with members Jensen, Anderson and Youngquist opposed.

Johnson opened the matter for further discussion. Per Jensen's request, Faurie explained the process for selling Industrial Park Land and next steps in this matter.

J. Anderson spoke again to her concerns about how far the proposal is deviating from the city's established guidelines regarding sale price of land, building size and allowed uses.

Jensen said the city has already set some precedence in what has been allowed at Northstar Pontoons. Jensen requested the city table the issue until the attorney could weigh in on the issues being discussed.

Youngquist noted his concerns about deviating from the guidelines considering he did not see a strong public benefit to residents in terms of job creation and increase in the tax base. Johnson stated he saw the business was a benefit by providing a service to members of the community.

Krie clarified that on March 7 this board did approve sale of the lot pending the development of terms and discouraged the board from backpedaling on that decision.

MOTION by Jensen to table the issue until a special meeting of the EDA to be held at 10:30 a.m. Tuesday, April 11, 2023 at Mora City Hall. Seconded by Youngquist and unanimously carried.

**5. Adjournment:** MOTION by Segner, seconded by Krie and unanimously carried to adjourn the meeting at 11:08 a.m.

The next meeting of the EDA is a special meeting for **10:30 a.m. Tuesday, April 11, 2023** at Mora City Hall. The next regular meeting of the EDA is **2 p.m. Tuesday, May 2, 2023.** 

Dan Johnson President

Kirsten Faurie Community Development Director