
Meeting Announcement and Agenda
Cambridge City Council, City Hall Council Chambers
Regular Meeting, Monday, October 19, 2015
6:00 pm

Members of the audience are encouraged to follow the agenda.
Copies of the agenda are on the table outside the Council Chambers door.
When addressing the Council, please state your name and address for the official record.

AGENDA

1. Call to Order & Pledge of Allegiance
2. Citizens Forum
3. Approval of Agenda (p. 1)
4. Consent Agenda Approvals
 - A. Warrants #100733 - #100979 and ACH/Wire items totaling \$1,502,113.19 (p. 3)
 - B. Regular and Summary City Council Minutes for October 5, 2015 (p. 37)
 - C. Certify to tax roll unpaid Arlington costs (p. 44)
 - D. Authorize temporary employment for Steve Wegwerth (\$15.00 per hour) (p. 50)
 - E. Contract for Sidewalk Grinding (p. 51)
 - F. Cambridge Trunk Highway 95 Improvements BDPI Project Grant Agreement (p. 52)
 - G. Update to Wellhead Protection Plan (p. 87)
5. Work Session
 - A. Center for Urban and Regional Affairs (CURA) Cambridge Design Opportunities Presented by Keshika De Saram (p. 93)
 - B. Downtown Task Force update Bob Roby (verbal)
6. Unfinished Business
7. New Business
 - A. 2016 Street Improvements- Improvement Hearing (p. 94)
 - B. 2016 Street Improvements-Assessment Hearing (p. 94)
 1. Resolution R15-064 – Ordering Improvement and Preparation of Plans
 2. Resolution R15-065 – Adopting Assessments
 3. Approve Engineering Services Proposal

- C. Resolution Requesting that Violence Against Police Officers be declared a hate crime (p. 101)
- D. Cross Country Ski Trail Agreement-Insurance Cost Sharing (p. 103)
- E. Cambridge-Isanti Bike/Walk trail extension TAP grant letter of intent (p. 107)
- F. Code Enforcement Process (p. 113)
- 8. Mayor's Report
- 9. Councilmembers' Concerns
- 10. City Attorney's Report
- 11. City Administrator's Report
 - A. Closed Session – This meeting is being closed under Minnesota Statutes §13D.05 to discuss the potential purchase of parcel numbers 15.175.0150, 15.175.0160 and 15.175.0170.
- 12. Adjourn

Notice to the hearing impaired: Upon request to City staff, assisted hearing devices are available for public use.

Accommodations for wheelchair access, Braille, large print, etc. can be made by calling City Hall at 763-689-3211 at least three days prior to the meeting.

Unless otherwise noted, all meetings are at City Hall in Council Chambers

Upcoming Meetings

<u>Date</u>	<u>Time</u>	<u>Description</u>
Oct 26	6:00 pm	Fire Dept. Meeting (Fire Dept. Training Room)
Oct 26	7:00 pm	East Central Regional Development Commission (ECRDC)(Mora)
Oct 27	9:00 am	Isanti County EDA Meeting (Isanti County Govt. Center)
Oct 27	7:00 pm	Isanti County Parks and Rec Meeting (Isanti County Govt. Center)
Oct 28	9:00 am	NLX Passenger Rail Alliance (Pine City Government Center)
Oct 28	12:00 pm	CBDC (Cambridge Business Dev. Corp.) (GTI Theater)
Nov 2	11:00 am	Special City Council Meeting – Long Range Plan Update
Nov 2	3:00 pm	City Council & EDA Meetings
Nov 3	7:00 pm	Planning Commission Meeting

Upcoming Events

<u>Date</u>	<u>Time</u>	<u>Description</u>
Oct 20	7:30 am	Manufacturers Appreciation Breakfast (SAC's Café)
Oct 21	7:00 pm	Community Awareness Forum on "How Property is Valued and Taxes are Determined"
Nov 21	4:00-8:00 pm	Chili Feed – American Janes
Nov 21	6:00 pm	Snowflake Parade

CAMBRIDGE CITY COUNCIL MEETING
 October 19, 2015
BILLS LIST

Disbursement Type:	Date	Check #s	Submitted For Approval
Prepaid Checks	9/16/2015	100733 - 100781	384,534.06
Prepaid Checks	9/22/2015	100782 - 100835	300,279.51
Prepaid Checks	9/30/2015	100836 - 100883	142,023.25
Prepaid Checks	10/8/2015	100884 - 100979	236,880.50
Total Checks			1,063,717.32
PAID THROUGH ACH or WIRE Sept 2015:			
Payroll			195378.12
Federal Payroll Tax Withholding			60981.37
State Payroll Tax Withholding			11680.04
PERA Withholdings			49795.09
Deferred Comp Premiums			2880
Liquor Store Machine Lease Payment			84.77
Self Insurance & Flex			7912.84
ECE			50276.53
Sales & Use Tax Payments to State of MN			43266
Centerpoint			1297.77
Wright Express (City wide fuel cards)			7054.47
Connexus			1707.74
Midcontinent			4566.36
Reliance Life Insurance ACH			991.89
AFLAC			522.88
Total Paid through ACH or Wire			438,395.87
TOTAL SUBMITTED FOR APPROVAL			\$1,502,113.19

Vendor	Vendor Name	Description	Net Invoice Amount
165	Allina Health	Health History & Physical - Wastewater	125.00
Total 165:			125.00
226	AMSOIL INC	Gear Oil	1,737.12
Total 226:			1,737.12
306	ARC Irrigation, LLC	Lawn Applications - Boulevards & Lots	714.59
306	ARC Irrigation, LLC	Lawn Applications - City Hall	110.00
306	ARC Irrigation, LLC	Lawn Applications - Parks	2,030.00
306	ARC Irrigation, LLC	Lawn Applications - Water Treatment Plant	190.00
306	ARC Irrigation, LLC	Lawn Applications - Round About Yerigan Farm	40.00
Total 306:			3,084.59
319	Artisan Beer Company	Liquor Store Merchandise	128.00
Total 319:			128.00
551	Chas A. Bernick Inc.	Liquor Store Merchandise	171.80
551	Chas A. Bernick Inc.	Liquor Store Merchandise	2,460.80
551	Chas A. Bernick Inc.	Liquor Store Merchandise	1,020.00
Total 551:			3,652.60
596	Bloomquist Electric Inc	Install Outlets in Ceiling at City Hall	195.00
Total 596:			195.00
906	Cambridge Napa Auto Parts	Repair & Maint Supplies - PD	699.44
906	Cambridge Napa Auto Parts	Repair & Maint Supplies - Fire Dept	91.40
906	Cambridge Napa Auto Parts	Repair & Maint Supplies - Streets	685.70
906	Cambridge Napa Auto Parts	Small Tools - Streets	562.29
906	Cambridge Napa Auto Parts	Repair & Maint Supplies - Parks	64.44
906	Cambridge Napa Auto Parts	Repair & Maint Supplies - WWTP	41.92
Total 906:			2,145.19
1336	Crystal Springs Ice	Liquor Store Merchandise	242.22
Total 1336:			242.22
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	11,452.52
Total 1396:			11,452.52
1531	Dex Media	Directory Listing - Liquor Store	153.90
Total 1531:			153.90

Vendor	Vendor Name	Description	Net Invoice Amount
1661	East Central Sanitation	Refuse Hauling - City Services	524.45
	Total 1661:		524.45
1791	Epic Products, Inc.	Liquor Store Merchandise	72.40
1791	Epic Products, Inc.	Freight Charge	13.94
	Total 1791:		86.34
1891	Fastenal Company	Repair & Maint Supplies - Street Dept	312.02
	Total 1891:		312.02
2046	G & K Services, Inc.	Rug & Towel Rentals - LS	167.89
2046	G & K Services, Inc.	Uniform, Rug, and Towel Rentals - Street Dept	118.66
2046	G & K Services, Inc.	Uniform Rental - Maintenance	2.49
2046	G & K Services, Inc.	Uniform, Rug, and Towel Rentals - Water/Wast	113.69
2046	G & K Services, Inc.	Rug Rentals	14.43
	Total 2046:		417.16
2059	Synchrony Bank	Repair& Maint - Plant	22.20
2059	Synchrony Bank	Misc Operating Supplies - Wastewater	84.97
2059	Synchrony Bank	Repair& Maint Supplies - Wastewater	15.48
2059	Synchrony Bank	Small Tools - Wastewater	86.95
	Total 2059:		209.60
2130	Good Ass Beer LLC	Liquor Store Merchandise	612.50
	Total 2130:		612.50
2166	Grainger	Repair & Maint - Plant	55.05
	Total 2166:		55.05
2171	Granite Electronics, Inc.	Equipment Repair - Fire Dept	720.00
	Total 2171:		720.00
2206	Greenberg Motor Co.	Repair Rear Fuel Pump	672.60
	Total 2206:		672.60
2306	Hardrives, Inc.	7038 Fines	318.59
	Total 2306:		318.59
2376	Henry's Waterworks Inc.	Repair & Maint - Hydrants	608.53

Vendor	Vendor Name	Description	Net Invoice Amount
Total 2376:			608.53
2411	Hillyard Inc.	Misc Operating Supplies - Streets	162.46
Total 2411:			162.46
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,261.25
2796	Johnson Brothers Liquor Co	Freight Charge	21.28
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	52.00
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,424.85
2796	Johnson Brothers Liquor Co	Freight Charge	45.60
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,982.52
2796	Johnson Brothers Liquor Co	Freight Charge	21.92
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	565.87
2796	Johnson Brothers Liquor Co	Freight Charge	10.64
2796	Johnson Brothers Liquor Co	Freight Charge	3.04
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,098.30
2796	Johnson Brothers Liquor Co	Freight Charge	36.48
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	109.95
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	254.40
2796	Johnson Brothers Liquor Co	Freight Charge	4.56
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	477.20
2796	Johnson Brothers Liquor Co	Freight Charge	6.08
Total 2796:			7,375.94
2986	Konica Minolta Business	BIZHUB 363 Copy Charge	13.89
2986	Konica Minolta Business	BIZHUB 363 Copy Charge	16.52
Total 2986:			30.41
3376	Marco, Inc	Sales Tax Due 2012-2013 Invoices	6.46
3376	Marco, Inc	Sales Tax Due 2012-2013 Invoices	15.74
Total 3376:			22.20
3461	McDonald Distributing Company	Liquor Store Merchandise	6,663.40
3461	McDonald Distributing Company	Credit Liquor Merchandise	119.00-
3461	McDonald Distributing Company	Credit Liquor Merchandise	90.75-
3461	McDonald Distributing Company	Credit Liquor Merchandise	73.60-
3461	McDonald Distributing Company	Liquor Store Merchandise	354.00
3461	McDonald Distributing Company	Liquor Store Merchandise	.00
3461	McDonald Distributing Company	Liquor Store Merchandise	141.75
Total 3461:			6,875.80
3521	Menards	Repair & Maint Supp - Parks	24.68
3521	Menards	Credit Repair & Maint - Plant	15.72-
3521	Menards	Repair & Maint - Plant	5.49
3521	Menards	Misc Operating Supplies - Streets	6.47

Vendor	Vendor Name	Description	Net Invoice Amount
3521	Menards	LP Tank Exchange	47.85
3521	Menards	Repair & Maint Supp - Downtown	9.87
3521	Menards	Repair & Maint - Plant	24.86
3521	Menards	Small Tools - Water	26.96
3521	Menards	Misc Operating Supplies - Parks	10.98
3521	Menards	Repair & Maint Supp - Parks	29.99
3521	Menards	Repair & Maint - Sanitary Sewer	79.78
3521	Menards	Misc Operating Supplies - Police Dept	21.50
Total 3521:			272.71
3801	MN Municipal Beverage Assoc	Regional MMBA Mtg - B. Mix & S. Beaulieu	30.00
Total 3801:			30.00
3981	MTI Distributing, Inc.	Repair & Maint Supplies-Veh	73.85
Total 3981:			73.85
4211	Northland Fire Protection	Service Maint of Fire Extinguishers -Parks	50.00
Total 4211:			50.00
4286	Ole's Window Cleaning	Window Cleaning - Liquor Store	138.94
Total 4286:			138.94
4426	Paustis Wine Company	Liquor Store Merchandise	817.00
4426	Paustis Wine Company	Freight Chg	13.75
Total 4426:			830.75
4476	Phillips Wine & Spirits	Liquor Store Merchandise	355.50
4476	Phillips Wine & Spirits	Freight Charge	9.12
4476	Phillips Wine & Spirits	Liquor Store Merchandise	490.25
4476	Phillips Wine & Spirits	Freight Charge	7.60
4476	Phillips Wine & Spirits	Liquor Store Merchandise	308.00
4476	Phillips Wine & Spirits	Freight Charge	7.60
4476	Phillips Wine & Spirits	Liquor Store Merchandise	93.00
4476	Phillips Wine & Spirits	Freight Charge	4.56
Total 4476:			1,275.63
4661	Quill Corporation	copy paper	96.16
Total 4661:			96.16
4681	R. L. Larson Excavating, Inc.	2015 Street Improvements - App No 5	328,468.67
Total 4681:			328,468.67

Vendor	Vendor Name	Description	Net Invoice Amount
5058	SAC's Enrichment Center	Emergency Mgmt Meals	41.15
Total 5058:			41.15
5181	Southern Wine & Spirits of Minnes	Freight Charge-Liquor Store	1.35
5181	Southern Wine & Spirits of Minnes	Liquor Store Merchandise	1,006.63
5181	Southern Wine & Spirits of Minnes	Freight Charge-Liquor Store	8.78
5181	Southern Wine & Spirits of Minnes	Liquor Store Merchandise	60.57
5181	Southern Wine & Spirits of Minnes	Freight Charge-Liquor Store	1.35
5181	Southern Wine & Spirits of Minnes	Liquor Store Merchandise	710.00
5181	Southern Wine & Spirits of Minnes	Freight Charge-Liquor Store	17.55
Total 5181:			1,806.23
5421	TDS Metrocom	Phone Service - Airport	53.59
Total 5421:			53.59
5446	The American Bottling Company	Liquor Store Merchandise	145.92
Total 5446:			145.92
5516	Thorpe Distributing Company	Liquor Store Merchandise	322.00
Total 5516:			322.00
5816	Viking Coca-Cola Bottling Co	Liquor Store Merchandise	215.25
Total 5816:			215.25
5831	Vinocopia	Liquor Store Merchandise	1,356.00
5831	Vinocopia	Freight Charge	31.25
Total 5831:			1,387.25
5836	Vintage Lock	Access Control Locks - MNDOT Facility	2,310.00
Total 5836:			2,310.00
5886	Watson Co., Inc.	Liquor Store Merchandise	2,167.39
5886	Watson Co., Inc.	Misc Operating Supplies - LS	178.66
5886	Watson Co., Inc.	Freight Charge	6.00
Total 5886:			2,352.05
5891	Wirtz Beverage Minnesota	Liquor Store Merchandise	2,132.08
5891	Wirtz Beverage Minnesota	Freight Charge	17.34
5891	Wirtz Beverage Minnesota	Liquor Store Merchandise	200.00
5891	Wirtz Beverage Minnesota	Freight Charge	2.30
5891	Wirtz Beverage Minnesota	Liquor Store Merchandise	92.30
5891	Wirtz Beverage Minnesota	Liquor Store Merchandise	95.13

Vendor	Vendor Name	Description	Net Invoice Amount
5891	Wirtz Beverage Minnesota	Freight Charge	3.45
Total 5891:			2,542.60
6001	Wine Merchants	Liquor Store Merchandise	200.00
6001	Wine Merchants	Freight Charge	1.52
Total 6001:			201.52
Grand Totals:			384,534.06

Dated: 9-16-15

City Treasurer: Caroline Moe

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/15	09/16/2015	100733	165	Allina Health	602-20100	125.00
09/15	09/16/2015	100734	226	AMSOIL INC	101-20100	1,737.12
09/15	09/16/2015	100735	306	ARC Irrigation, LLC	101-20100	3,084.59
09/15	09/16/2015	100736	319	Artisan	610-20100	128.00
09/15	09/16/2015	100737	596	Bloomquist Electric Inc	101-20100	195.00
09/15	09/16/2015	100738	906	Cambridge Napa Auto Parts	602-20100	2,145.19
09/15	09/16/2015	100739	551	Bernick's	610-20100	3,652.60
09/15	09/16/2015	100741	1336	Crystal Springs Ice	610-20100	242.22
09/15	09/16/2015	100742	1396	Dahlheimer Beverage, LLC	610-20100	11,452.52
09/15	09/16/2015	100743	1531	Dex Media	610-20100	153.90
09/15	09/16/2015	100744	1661	East Central Sanitation	101-20100	524.45
09/15	09/16/2015	100745	1791	Epic Products, Inc.	610-20100	86.34
09/15	09/16/2015	100746	1891	Fastenal Company	101-20100	312.02
09/15	09/16/2015	100747	2046	G & K Services, Inc.	101-20100	417.16
09/15	09/16/2015	100748	2130	Good Ass Beer LLC	610-20100	612.50
09/15	09/16/2015	100749	2166	Grainger	602-20100	55.05
09/15	09/16/2015	100750	2171	Granite Electronics, Inc.	420-20100	720.00
09/15	09/16/2015	100751	2206	Greenberg Motor Co.	602-20100	672.60
09/15	09/16/2015	100752	2306	Hardrives, Inc.	101-20100	318.59
09/15	09/16/2015	100753	2376	Henry's Waterworks Inc.	601-20100	608.53
09/15	09/16/2015	100754	2411	Hillyard / Minneapolis	101-20100	162.46
09/15	09/16/2015	100755	2796	Johnson Bros - St Paul	610-20100	7,375.94
09/15	09/16/2015	100756	2986	Konica Minolta Business	101-20100	30.41
09/15	09/16/2015	100757	3376	Marco, Inc	101-20100	22.20
09/15	09/16/2015	100758	3461	McDonald Distributing Company	610-20100	6,875.80
09/15	09/16/2015	100759	3521	Menards	101-20100	272.71
09/15	09/16/2015	100760	3801	MMBA	610-20100	30.00
09/15	09/16/2015	100761	3981	MTI Distributing Inc.	101-20100	73.85
09/15	09/16/2015	100762	4211	Northland Fire Protection	101-20100	50.00
09/15	09/16/2015	100763	4286	Ole's Window Cleaning	610-20100	138.94
09/15	09/16/2015	100764	4426	Paustis Wine Company	610-20100	830.75
09/15	09/16/2015	100765	4476	Phillips St Paul	610-20100	1,275.63
09/15	09/16/2015	100766	4661	Quill Corporation	610-20100	96.16
09/15	09/16/2015	100767	4681	R. L. Larson Excavating, Inc.	485-20100	328,468.67
09/15	09/16/2015	100768	5058	SAC's Enrichment Center	101-20100	41.15
09/15	09/16/2015	100769	5181	Southern Wine & Spirits of Minnesota	610-20100	1,806.23
09/15	09/16/2015	100771	2059	Synchrony Bank	602-20100	209.60
09/15	09/16/2015	100772	5421	TDS	211-20100	53.59
09/15	09/16/2015	100773	5446	The American Bottling Company	610-20100	145.92
09/15	09/16/2015	100774	5516	Thorpe Distributing Company	610-20100	322.00
09/15	09/16/2015	100775	5816	Viking Coca-Cola Bottling Co	610-20100	215.25
09/15	09/16/2015	100776	5831	Vinocopia	610-20100	1,387.25
09/15	09/16/2015	100777	5836	Vintage Lock	101-20100	2,310.00
09/15	09/16/2015	100779	5886	Watson Co., Inc.	610-20100	2,352.05
09/15	09/16/2015	100780	6001	Wine Merchants	610-20100	201.52
09/15	09/16/2015	100781	5891	Wirtz Beverage MN Wine & Spirits Inc	610-20100	2,542.60
Grand Totals:						384,534.06

Vendor	Vendor Name	Description	Net Invoice Amount
319	Artisan Beer Company	Liquor Store Merchandise	32.00
Total 319:			32.00
521	Bellboy Corporation	Liquor Store Merchandise	1,354.85
521	Bellboy Corporation	Liquor Store Merchandise	63.00
Total 521:			1,417.85
551	Chas A. Bernick Inc.	Liquor Store Merchandise	91.30
551	Chas A. Bernick Inc.	Liquor Store Merchandise	2,802.55
Total 551:			2,893.85
826	North 65 Chamber of Commerce	Chamber Luncheon - T. Kafer	12.00
826	North 65 Chamber of Commerce	Chamber Luncheon - L. Woulfe	12.00
Total 826:			24.00
961	Cambridge-Isanti Community Ed	2015 Summer Youth Program	1,509.00
Total 961:			1,509.00
969	Cardmember Service	Employee Recognition	90.00
969	Cardmember Service	Employee Recognition	9.25
969	Cardmember Service	Copy Paper	134.95
969	Cardmember Service	Certificate of Excellence Program	435.00
969	Cardmember Service	CPE Training - C. Moe	596.00
969	Cardmember Service	Postage for Chronicle	714.62
969	Cardmember Service	Microsoft Publisher	117.55
Total 969:			2,097.37
1336	Crystal Springs Ice	Liquor Store Merchandise	218.70
Total 1336:			218.70
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	2,043.50
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	83.00
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	11,872.09
Total 1396:			13,998.59
1686	Ecolab Pest Elimination Div.	Air Quality Program and Pest Control - LS	91.91
1686	Ecolab Pest Elimination Div.	Air Quality Program and Pest Control - LS	198.79
Total 1686:			290.70
2011	Franklin Outdoor Advertising	Oct Advertising - Northbound Liquor	424.36

Vendor	Vendor Name	Description	Net Invoice Amount
Total 2011:			424.36
2046	G & K Services, Inc.	Rug Rentals - LS	103.51
2046	G & K Services, Inc.	Rug Rentals - LS	103.51
2046	G & K Services, Inc.	Rug Rentals - City Hall	20.16
Total 2046:			227.18
2486	IBEW Local 110	Union Dues - September	360.00
Total 2486:			360.00
2596	Isanti Co Auditor-Treasurer	DEED Tax	2.15
Total 2596:			2.15
2636	Minnesota Equipment	Repair & Maint Supplies - Parks	348.56
Total 2636:			348.56
2676	Isanti County Recorder	Document Recording - Deed	46.00
Total 2676:			46.00
2776	JJ Taylor Dist. of Minn.	Liquor Store Merchandise	1,647.95
2776	JJ Taylor Dist. of Minn.	Delivery Charge	3.00
Total 2776:			1,650.95
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	15,434.42
2796	Johnson Brothers Liquor Co	Freight Charge	331.39
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	7,299.00
2796	Johnson Brothers Liquor Co	Freight Charge	226.50
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	5,865.60
2796	Johnson Brothers Liquor Co	Freight Charge	97.29
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	23,138.42
2796	Johnson Brothers Liquor Co	Freight Charge	270.71
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	21,828.30
2796	Johnson Brothers Liquor Co	Freight Charge	487.21
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	151.80
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	225.25-
2796	Johnson Brothers Liquor Co	Credit - Freight Chg	1.52-
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	54.00-
2796	Johnson Brothers Liquor Co	Credit - Freight Chg	1.52-
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	133.50-
2796	Johnson Brothers Liquor Co	Credit - Freight Chg	1.52-
Total 2796:			74,713.33
2879	KDH Safety, LLC	Safety Training - Street Dept	216.67

Vendor	Vendor Name	Description	Net Invoice Amount
2879	KDH Safety, LLC	Safety Training - Water Dept	216.67
2879	KDH Safety, LLC	Safety Training - Wastewater Dept	216.66
Total 2879:			650.00
3096	Larson Brothers Implement	Repair & Maint Supplies - Vehicles	200.00
Total 3096:			200.00
3176	LELS	Union Dues - September	517.00
Total 3176:			517.00
3371	Marco Inc	Copier Rental - Sharp MX2300N Copier	260.00
Total 3371:			260.00
3416	Marudas Print Services	Laser Utility Bills	1,057.03
3416	Marudas Print Services	Laser Utility Bills	1,057.04
Total 3416:			2,114.07
3461	McDonald Distributing Company	Liquor Store Merchandise	5,120.00
3461	McDonald Distributing Company	Credit Liquor Merchandise	19.98-
3461	McDonald Distributing Company	Liquor Store Merchandise	5,728.23
3461	McDonald Distributing Company	Liquor Store Merchandise	408.00
Total 3461:			11,236.25
3521	Menards	Small Tools - Fire Dept	56.70
3521	Menards	Misc Operating Supplies - WWTP	11.88
3521	Menards	Repair & Maint - Plant	17.88
3521	Menards	Maintenance Supplies - City Hall	21.10
Total 3521:			107.56
3666	Minnesota Child Support Payment	Child Support Withholdings	131.05
Total 3666:			131.05
3761	Minnesota State Fire Chiefs	Rental of Kitchen Fire Safety Trailer	50.00
Total 3761:			50.00
3846	MN Dept of Transportation	MnDOT Building Purchase	90,204.28
Total 3846:			90,204.28
4011	NAC Mechanical & Electrical	Repairs & Maint - City Hall	435.50

Vendor	Vendor Name	Description	Net Invoice Amount
Total 4011:			435.50
4211	Northland Fire Protection	Service Maint of Fire Extinguishers - Liquor Stor	60.34
4211	Northland Fire Protection	Service Maint of Fire Extinguishers - Airport	98.65
4211	Northland Fire Protection	Service Maint of Fire Extinguishers - Street Dep	544.10
4211	Northland Fire Protection	Service & Maint of Fire Extinguishers - WWTP	553.25
4211	Northland Fire Protection	Service Maint of Fire Extinguishers - Fire Dept	541.00
Total 4211:			1,797.34
4321	O'Reilly Automotive Inc.	Repair & Maint Supplies - Street Dept	15.54
Total 4321:			15.54
4426	Paustis Wine Company	Liquor Store Merchandise	1,067.74
4426	Paustis Wine Company	Freight Chg	13.75
4426	Paustis Wine Company	Liquor Store Merchandise	888.00
4426	Paustis Wine Company	Freight Chg	10.00
Total 4426:			1,979.49
4476	Phillips Wine & Spirits	Liquor Store Merchandise	10,522.00
4476	Phillips Wine & Spirits	Freight Charge	208.26
4476	Phillips Wine & Spirits	Liquor Store Merchandise	5,156.86
4476	Phillips Wine & Spirits	Freight Charge	161.14
Total 4476:			16,048.26
4506	Pitney Bowes	Rental Charges- Mailing System	594.00
Total 4506:			594.00
4626	Purchase Power	Postage Meter Refill	500.00
Total 4626:			500.00
4956	Sandstone Distributing Company	Liquor Store Merchandise	161.85
4956	Sandstone Distributing Company	Freight Charge	5.75
Total 4956:			167.60
5116	Short, Elliot, Hendrickson Inc	CAMBR City Eng. Services	105.50
5116	Short, Elliot, Hendrickson Inc	CAMBR 2015 Streets Const	32,160.58
5116	Short, Elliot, Hendrickson Inc	CAMBR 2016 Streets Feasibility	9,081.40
5116	Short, Elliot, Hendrickson Inc	CAMBR WWTF Improv CA	9,841.50
5116	Short, Elliot, Hendrickson Inc	CAMBR Library and Comm Ctr	5,732.75
Total 5116:			56,921.73
5181	Southern Wine & Spirits of Minnes	Liquor Store Merchandise	536.66

Vendor	Vendor Name	Description	Net Invoice Amount
5181	Southern Wine & Spirits of Minnes	Freight Charge-Liquor Store	5.94
5181	Southern Wine & Spirits of Minnes	Liquor Store Merchandise	38.87
5181	Southern Wine & Spirits of Minnes	Freight Charge-Liquor Store	1.35
5181	Southern Wine & Spirits of Minnes	Liquor Store Merchandise	476.10
5181	Southern Wine & Spirits of Minnes	Freight Charge-Liquor Store	13.50
5181	Southern Wine & Spirits of Minnes	Liquor Store Merchandise	.00
Total 5181:			1,072.42
5251	Star	Public Notice Council Meeting Minutes	9.84
Total 5251:			9.84
5276	State of Minnesota	Application Fee - Forfeited Land	250.00
Total 5276:			250.00
5301	Steve's Tire Inc	Tire, Labor, Tube - Parks	169.95
Total 5301:			169.95
5446	The American Bottling Company	Liquor Store Merchandise	142.86
Total 5446:			142.86
5491	The Wine Company	Liquor Store Merchandise	320.00
5491	The Wine Company	Freight charge	15.00
Total 5491:			335.00
5516	Thorpe Distributing Company	Liquor Store Merchandise	130.00
5516	Thorpe Distributing Company	Liquor Store Merchandise	84.00
Total 5516:			214.00
5581	Total Control Systems, Inc.	VFD - Wiring & Control	1,244.10
Total 5581:			1,244.10
5711	United Rentals, Inc.	Fence, Kit Mobile 50' Orange	2,190.00
Total 5711:			2,190.00
5751	US Internet	Monthly Internet Fees - Oct	36.90
5751	US Internet	Monthly Internet Fees - Oct	36.85
5751	US Internet	Monthly Internet Fees - Oct	36.85
5751	US Internet	Monthly Internet Fees - Oct	36.85
Total 5751:			147.45
5816	Viking Coca-Cola Bottling Co	Liquor Store Merchandise	327.00

Vendor	Vendor Name	Description	Net Invoice Amount
Total 5816:			327.00
5861	Walmart Community Card	Card Reader - Council Chambers	10.00
5861	Walmart Community Card	Speakers Comm Dev Computers	11.88
5861	Walmart Community Card	Speakers Comm Dev Computers	11.88
5861	Walmart Community Card	Office Supplies - Police Dept	51.39
5861	Walmart Community Card	Office Supplies - Police Dept	58.39
5861	Walmart Community Card	Misc Operating Supplies - Police Dept	34.85
5861	Walmart Community Card	Office Supplies - Streets	61.07
5861	Walmart Community Card	Office Supplies - Parks	61.10
5861	Walmart Community Card	Office Supplies - Water Plant	61.07
5861	Walmart Community Card	Office Supplies - WWTP	61.07
5861	Walmart Community Card	Office Supplies - LS	57.34
5861	Walmart Community Card	Office Supplies - LS	31.65
Total 5861:			511.69
5886	Watson Co., Inc.	Credit - Operating Supplies	28.22-
5886	Watson Co., Inc.	Liquor Store Merchandise	2,224.35
5886	Watson Co., Inc.	Misc Operating Supplies - LS	147.63
5886	Watson Co., Inc.	Freight Charge	6.00
Total 5886:			2,349.76
5891	Wirtz Beverage Minnesota	Liquor Store Merchandise	2,615.86
5891	Wirtz Beverage Minnesota	Freight Charge	25.59
5891	Wirtz Beverage Minnesota	Credit Liquor Merchandise	21.29-
Total 5891:			2,620.16
5896	We Card	LS Calendars - 18 Year Tobacco & Alcohol	33.93
Total 5896:			33.93
6001	Wine Merchants	Liquor Store Merchandise	4,395.00
6001	Wine Merchants	Freight Charge	82.09
Total 6001:			4,477.09
Grand Totals:			300,279.51

Dated: 9/22/15

City Treasurer: Caroline Moe

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/15	09/22/2015	100782	319	Artisan	610-20100	32.00
09/15	09/22/2015	100783	521	Bellboy Corporation	610-20100	1,417.85
09/15	09/22/2015	100784	961	Cambridge-Isanti Community Ed	101-20100	1,509.00
09/15	09/22/2015	100785	969	Cardmember Service	101-20100	2,097.37
09/15	09/22/2015	100786	551	Bernick's	610-20100	2,893.85
09/15	09/22/2015	100787	1336	Crystal Springs Ice	610-20100	218.70
09/15	09/22/2015	100788	1396	Dahlheimer Beverage, LLC	610-20100	13,998.59
09/15	09/22/2015	100789	1686	Ecolab Pest Elimination Div.	610-20100	290.70
09/15	09/22/2015	100790	2011	Franklin Outdoor Advertising	610-20100	424.36
09/15	09/22/2015	100791	2046	G & K Services, Inc.	101-20100	227.18
09/15	09/22/2015	100792	2486	IBEW Local 110	101-20100	360.00
09/15	09/22/2015	100793	2596	Isanti Co Auditor-Treasurer	101-20100	2.15
09/15	09/22/2015	100794	2676	Isanti County Recorder	101-20100	46.00
09/15	09/22/2015	100795	2776	JJ Taylor Dist. of Minn.	610-20100	1,650.95
09/15	09/22/2015	100796	2796	Johnson Bros - St Paul	610-20100	74,713.33
09/15	09/22/2015	100797	2879	KDH Safety, LLC	602-20100	650.00
09/15	09/22/2015	100800	3096	Larson Brothers Implement	602-20100	200.00
09/15	09/22/2015	100801	3176	LELS	101-20100	517.00
09/15	09/22/2015	100802	3371	Marco Inc	101-20100	260.00
09/15	09/22/2015	100803	3416	Marudas Print Services	602-20100	2,114.07
09/15	09/22/2015	100804	3461	McDonald Distributing Company	610-20100	11,236.25
09/15	09/22/2015	100805	3521	Menards	101-20100	107.56
09/15	09/22/2015	100806	3666	Minnesota Child Support Payment	101-20100	131.05
09/15	09/22/2015	100807	2636	Minnesota Equipment	101-20100	348.56
09/15	09/22/2015	100808	3761	Minnesota Fire Chiefs Association	101-20100	50.00
09/15	09/22/2015	100809	3846	MN Dept of Transportation	422-20100	90,204.28
09/15	09/22/2015	100810	4011	NAC Mechanical & Electrical	101-20100	435.50
09/15	09/22/2015	100811	826	North 65 Chamber of Commerce	101-20100	24.00
09/15	09/22/2015	100812	4211	Northland Fire Protection	101-20100	1,797.34
09/15	09/22/2015	100813	4321	O'Reilly Auto Parts	101-20100	15.54
09/15	09/22/2015	100814	4426	Paustis Wine Company	610-20100	1,979.49
09/15	09/22/2015	100815	4476	Phillips St Paul	610-20100	16,048.26
09/15	09/22/2015	100816	4506	Pitney Bowes	101-20100	594.00
09/15	09/22/2015	100817	4626	Purchase Power	101-20100	500.00
09/15	09/22/2015	100818	4956	Sandstone Distributing Company	610-20100	167.60
09/15	09/22/2015	100819	5116	Short, Elliot, Hendrickson Inc	101-20100	56,921.73
09/15	09/22/2015	100820	5181	Southern Wine & Spirits of Minnesota	610-20100	1,072.42
09/15	09/22/2015	100821	5251	Star	101-20100	9.84
09/15	09/22/2015	100822	5276	State of Minnesota	101-20100	250.00
09/15	09/22/2015	100823	5301	Steve's Tire Inc	101-20100	169.95
09/15	09/22/2015	100824	5446	The American Bottling Company	610-20100	142.86
09/15	09/22/2015	100825	5491	The Wine Company	610-20100	335.00
09/15	09/22/2015	100826	5516	Thorpe Distributing Company	610-20100	214.00
09/15	09/22/2015	100827	5581	Total Control Systems, Inc.	602-20100	1,244.10
09/15	09/22/2015	100828	5711	United Rentals (North America), Inc.	602-20100	2,190.00
09/15	09/22/2015	100829	5751	US Internet	602-20100	147.45
09/15	09/22/2015	100830	5816	Viking Coca-Cola Bottling Co	610-20100	327.00
09/15	09/22/2015	100831	5861	Walmart Community/RFCSLLC	101-20100	511.69
09/15	09/22/2015	100832	5886	Watson Co., Inc.	610-20100	2,349.76
09/15	09/22/2015	100833	5896	We Card	610-20100	33.93
09/15	09/22/2015	100834	6001	Wine Merchants	610-20100	4,477.09
09/15	09/22/2015	100835	5891	Wirtz Beverage MN Wine & Spirits Inc	610-20100	2,620.16
Grand Totals:						300,279.51

Vendor	Vendor Name	Description	Net Invoice Amount
41	ABM Equipment & Supply Inc.	Spool Valve Cartridge	583.97
Total 41:			583.97
306	ARC Irrigation, LLC	Lawn Applications - City Hall	585.00
306	ARC Irrigation, LLC	Lawn Applications - Sandquist Park	2,531.20
306	ARC Irrigation, LLC	Lawn Aerating - Water Treatment Plant	385.00
Total 306:			3,501.20
319	Artisan Beer Company	Liquor Store Merchandise	32.00
Total 319:			32.00
320	Ascent Aviation Group, Inc	Aviation Gasoline	29,633.82
Total 320:			29,633.82
521	Bellboy Corporation	Liquor Store Merchandise	3,128.36
521	Bellboy Corporation	Liquor Store Merchandise	184.00
Total 521:			3,312.36
534	Benjamin, Jane	Clipboards & Mat Cleaning Supp - Yoga Grant -	16.49
Total 534:			16.49
551	Chas A. Bernick Inc.	Liquor Store Merchandise	470.00
551	Chas A. Bernick Inc.	Liquor Store Merchandise	59.30
551	Chas A. Bernick Inc.	Liquor Store Merchandise	353.06
Total 551:			882.36
821	Cambridge Ambassador Program	Addl Work Replacing Damaged Parade Float	1,650.00
Total 821:			1,650.00
969	Cardmember Service	Propane - Street Dept	34.18
969	Cardmember Service	Compressed Gas - Oxygen	170.00
Total 969:			204.18
1273	Compass Minerals America	U.S. Highway Bulk Salt	15,186.35
Total 1273:			15,186.35
1336	Crystal Springs Ice	Liquor Store Merchandise	485.98
Total 1336:			485.98
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	17,782.70

Vendor	Vendor Name	Description	Net Invoice Amount
1396	Dahlheimer Beverage, LLC	Credit Liquor Merchandise	500.20-
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	1,876.80
Total 1396:			19,159.30
1851	Extreme Beverage LLC	Credit Liquor Store Merchandise	47.90-
1851	Extreme Beverage LLC	Liquor Store Merchandise	101.20
Total 1851:			53.30
1891	Fastenal Company	Shop Safety Glasses	48.72
1891	Fastenal Company	Repair & Maint Supplies - Water	9.78
Total 1891:			58.50
1921	Ferguson Waterworks	Repair & Maint - Plant	206.81
1921	Ferguson Waterworks	Repair & Maint - Plant	49.23
1921	Ferguson Waterworks	Small Tools - Water	86.95
Total 1921:			342.99
2046	G & K Services, Inc.	Uniform, Rug, and Towel Rentals - Street Dept	102.74
2046	G & K Services, Inc.	Uniform Rental - Maintenance	2.49
2046	G & K Services, Inc.	Uniform, Rug, and Towel Rentals - Water/Wast	114.89
2046	G & K Services, Inc.	Rug Rentals	17.43
Total 2046:			237.55
2187	Graybar Electric Company	Repair & Maint Supplies - Street Lighting	100.88
Total 2187:			100.88
2341	Hawkins, Inc.	Chemicals	3,385.29
2341	Hawkins, Inc.	Chemicals	750.00
2341	Hawkins, Inc.	Chemicals	659.00
2341	Hawkins, Inc.	Chemicals	5,470.29
2341	Hawkins, Inc.	Lab Supplies	157.44
Total 2341:			10,422.02
2596	Isanti Co Auditor-Treasurer	Mortgage Registration Tax Motek-Team Industri	115.00
2596	Isanti Co Auditor-Treasurer	State Deed Tax MNDot Transfer Station	297.67
Total 2596:			412.67
2676	Isanti County Recorder	Recording Fee for Motek-Team Industries Mortg	46.00
2676	Isanti County Recorder	Recording Fee for MNDot Transfer Station Dee	46.00
Total 2676:			92.00
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,706.75

Vendor	Vendor Name	Description	Net Invoice Amount
2796	Johnson Brothers Liquor Co	Freight Charge	71.45
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,451.10
2796	Johnson Brothers Liquor Co	Freight Charge	25.84
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	839.70
2796	Johnson Brothers Liquor Co	Freight Charge	27.36
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	65.97
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	247.28
2796	Johnson Brothers Liquor Co	Freight Charge	3.42
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	171.05-
2796	Johnson Brothers Liquor Co	Credit - Freight Chg	1.40-
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	228.55-
2796	Johnson Brothers Liquor Co	Credit - Freight Chg	3.04-
Total 2796:			4,034.83
2926	Killmer Electric Co., Inc.	Repairs & Maint Supplies - Street Lighting	633.85
2926	Killmer Electric Co., Inc.	Repairs & Maint Supplies - Street Lighting	657.66
2926	Killmer Electric Co., Inc.	Repairs & Maint Supplies - Street Lighting	861.99
2926	Killmer Electric Co., Inc.	Repairs & Maint Supplies - Street Lighting	569.56
Total 2926:			2,723.06
3105	Larson's Cycle	2016 Yamaha VK Pro	10,504.00
Total 3105:			10,504.00
3376	Marco, Inc	NVR Repair - Northbound Liquor	49.50
Total 3376:			49.50
3461	McDonald Distributing Company	Credit Liquor Merchandise	23.25-
3461	McDonald Distributing Company	Liquor Store Merchandise	20,233.40
3461	McDonald Distributing Company	Liquor Store Merchandise	255.15
Total 3461:			20,465.30
3521	Menards	Customer Appreciation	18.20
3521	Menards	Repair & Maint - Plant	5.49
3521	Menards	Misc Operating Supplies - Streets	15.98
3521	Menards	Customer Appreciation	9.87
3521	Menards	Misc Operating Supplies - WWTP	47.66
3521	Menards	Misc Operating Supplies - Parks	19.98
3521	Menards	Misc Operating Supplies - WWTP	25.06
3521	Menards	Misc Operating Supplies - Parks	39.57
3521	Menards	Repair & Maint - Plant	17.50
3521	Menards	Lab Supplies	65.94
3521	Menards	Misc Operating Supplies - WWTP	36.96
Total 3521:			302.21
3693	Minnesota Fire Service	Recertification of Fire Service Staff	320.00

Vendor	Vendor Name	Description	Net Invoice Amount
	Total 3693:		320.00
3791	Minnestalgia Winery	Liquor Store Merchandise	270.00
	Total 3791:		270.00
4066	North Central Laboratories	Lab Supplies	892.09
	Total 4066:		892.09
4071	NCPERS Minnesota	Group Vol Life Ins - PERA	352.00
	Total 4071:		352.00
4091	New France Wine	Liquor Store Merchandise	312.00
	Total 4091:		312.00
4211	Northland Fire Protection	Service Maint of Fire Extinguishers - City Hall	231.95
	Total 4211:		231.95
4286	Ole's Window Cleaning	Window Cleaning - Liquor Store	138.94
	Total 4286:		138.94
4296	Olsen Chain & Cable, Inc.	Repair & Maint Supplies - Streets	59.17
	Total 4296:		59.17
4476	Phillips Wine & Spirits	Liquor Store Merchandise	265.95
4476	Phillips Wine & Spirits	Freight Charge	3.04
4476	Phillips Wine & Spirits	Liquor Store Merchandise	1,089.15
4476	Phillips Wine & Spirits	Freight Charge	22.80
4476	Phillips Wine & Spirits	Liquor Store Merchandise	22.25
4476	Phillips Wine & Spirits	Liquor Store Merchandise	353.40
4476	Phillips Wine & Spirits	Freight Charge	10.64
	Total 4476:		1,767.23
4844	Robert C. Roby	Hearing Officer Services	225.00
	Total 4844:		225.00
5181	Southern Wine & Spirits of Minnes	Liquor Store Merchandise	2,685.59
5181	Southern Wine & Spirits of Minnes	Freight Charge-Liquor Store	25.89
5181	Southern Wine & Spirits of Minnes	Liquor Store Merchandise	836.00
5181	Southern Wine & Spirits of Minnes	Freight Charge-Liquor Store	14.85
5181	Southern Wine & Spirits of Minnes	Credit Liquor Store Merchandise	131.73-

Vendor	Vendor Name	Description	Net Invoice Amount
Total 5181:			3,430.60
5251	Star	Public Notice - Flushing Water System	196.56
5251	Star	Public Notice Planning Commission Meeting	6.94
Total 5251:			203.50
5553	TKO Wines Inc	Liquor Store Merchandise	256.80
Total 5553:			256.80
5601	TR Computer Sales LLC	Computer & Monitor - Street	1,208.99
5601	TR Computer Sales LLC	Computer, Monitor, Keyboard, Mouse & Office 2	910.59
5601	TR Computer Sales LLC	Misc Oper Supplies - Streets	255.00
Total 5601:			2,374.58
5801	Verizon Wireless	wireless phone service - Bldg Dept	30.60
5801	Verizon Wireless	wireless phone service - Planning	81.33
5801	Verizon Wireless	wireless phone service - Bldg Dept	137.00
5801	Verizon Wireless	wireless phone service - WWTP	98.78
Total 5801:			347.71
5816	Viking Coca-Cola Bottling Co	Liquor Store Merchandise	216.50
Total 5816:			216.50
5886	Watson Co., Inc.	Credit - Operating Supplies	27.00-
5886	Watson Co., Inc.	Credit Liquor Merchandise	5.17-
5886	Watson Co., Inc.	Liquor Store Merchandise	2,974.95
5886	Watson Co., Inc.	Misc Operating Supplies - LS	199.60
5886	Watson Co., Inc.	Freight Charge	6.00
Total 5886:			3,148.38
5891	Wirtz Beverage Minnesota	Liquor Store Merchandise	2,101.67
5891	Wirtz Beverage Minnesota	Freight Charge	18.09
5891	Wirtz Beverage Minnesota	Liquor Store Merchandise	708.00
5891	Wirtz Beverage Minnesota	Freight Charge	20.70
Total 5891:			2,848.46
5995	WiMacTel Inc.	WiMac Tel Payphone Advantage Service	60.00
Total 5995:			60.00
6001	Wine Merchants	Liquor Store Merchandise	120.00
6001	Wine Merchants	Freight Charge	1.52

Vendor	Vendor Name	Description	Net Invoice Amount
		Total 6001:	121.52
		Grand Totals:	142,023.25

Dated: 9/30/15

City Treasurer: Caroline Mord

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/15	09/30/2015	100836	41	ABM Equipment & Supply Inc.	602-20100	583.97
09/15	09/30/2015	100837	306	ARC Irrigation, LLC	602-20100	3,501.20
09/15	09/30/2015	100838	319	Artisan	610-20100	32.00
09/15	09/30/2015	100839	320	Ascent Aviation Group, Inc	211-20100	29,633.82
09/15	09/30/2015	100840	521	Bellboy Corporation	610-20100	3,312.36
09/15	09/30/2015	100841	534	Jane Benjamin	101-20100	16.49
09/15	09/30/2015	100842	821	Cambridge Ambassador Program	704-20100	1,650.00
09/15	09/30/2015	100843	969	Cardmember Service	101-20100	204.18
09/15	09/30/2015	100844	551	Bernick's	610-20100	882.36
09/15	09/30/2015	100845	1273	Compass Minerals America	101-20100	15,186.35
09/15	09/30/2015	100846	1336	Crystal Springs Ice	610-20100	485.98
09/15	09/30/2015	100847	1396	Dahlheimer Beverage, LLC	610-20100	19,159.30
09/15	09/30/2015	100848	1851	Extreme Beverage LLC	610-20100	53.30
09/15	09/30/2015	100849	1891	Fastenal Company	601-20100	58.50
09/15	09/30/2015	100850	1921	Ferguson Waterworks #2516	601-20100	342.99
09/15	09/30/2015	100851	2046	G & K Services, Inc.	101-20100	237.55
09/15	09/30/2015	100852	2187	Graybar	101-20100	100.88
09/15	09/30/2015	100853	2341	Hawkins, Inc.	602-20100	10,422.02
09/15	09/30/2015	100854	2596	Isanti Co Auditor-Treasurer	101-20100	115.00
09/15	09/30/2015	100855	2596	Isanti Co Auditor-Treasurer	101-20100	297.67
09/15	09/30/2015	100856	2676	Isanti County Recorder	101-20100	46.00
09/15	09/30/2015	100857	2676	Isanti County Recorder	101-20100	46.00
09/15	09/30/2015	100858	2796	Johnson Bros - St Paul	610-20100	4,034.83
09/15	09/30/2015	100859	2926	Killmer Electric Co., Inc.	101-20100	2,723.06
09/15	09/30/2015	100860	3105	Larson's Cycle	415-20100	10,504.00
09/15	09/30/2015	100861	3376	Marco, Inc	610-20100	49.50
09/15	09/30/2015	100862	3461	McDonald Distributing Company	610-20100	20,465.30
09/15	09/30/2015	100863	3521	Menards	602-20100	302.21
09/15	09/30/2015	100864	3693	MFSCB	101-20100	320.00
09/15	09/30/2015	100865	3791	Minnestalgia Winery	610-20100	270.00
09/15	09/30/2015	100866	4071	NCPERS Minnesota	101-20100	352.00
09/15	09/30/2015	100867	4091	New France Wine	610-20100	312.00
09/15	09/30/2015	100868	4066	NCL of Wisconsin, Inc.	602-20100	892.09
09/15	09/30/2015	100869	4211	Northland Fire Protection	101-20100	231.95
09/15	09/30/2015	100870	4286	Ole's Window Cleaning	610-20100	138.94
09/15	09/30/2015	100871	4296	Olsen Chain & Cable, Inc.	101-20100	59.17
09/15	09/30/2015	100872	4476	Phillips St Paul	610-20100	1,767.23
09/15	09/30/2015	100873	4844	Robert C. Roby	101-20100	225.00
09/15	09/30/2015	100874	5181	Southern Wine & Spirits of Minnesota	610-20100	3,430.60
09/15	09/30/2015	100875	5251	Star	101-20100	203.50
09/15	09/30/2015	100876	5553	TKO Wines Inc	610-20100	256.80
09/15	09/30/2015	100877	5601	TR Computer Sales LLC	101-20100	2,374.58
09/15	09/30/2015	100878	5801	Verizon Wireless	602-20100	347.71
09/15	09/30/2015	100879	5816	Viking Coca-Cola Bottling Co	610-20100	216.50
09/15	09/30/2015	100880	5886	Watson Co., Inc.	610-20100	3,148.38
09/15	09/30/2015	100881	5995	WiMacTel Inc.	211-20100	60.00
09/15	09/30/2015	100882	6001	Wine Merchants	610-20100	121.52
09/15	09/30/2015	100883	5891	Wirtz Beverage MN Wine & Spirits Inc	610-20100	2,848.46
Grand Totals:						142,023.25

Vendor	Vendor Name	Description	Net Invoice Amount
306	ARC Irrigation, LLC	Winterization - Heritage Greens	250.00
306	ARC Irrigation, LLC	Winterization - Water Treatment Plant	105.00
306	ARC Irrigation, LLC	Winterization - City Hall	65.00
306	ARC Irrigation, LLC	Winterization - Round About Yerigan Farms	60.00
Total 306:			480.00
341	Aspen Mills	Uniform Allowance - D.Owl	69.99
Total 341:			69.99
446	Basta, Shirley	PC Mtgs - 3rd Qtr 2015	70.00
Total 446:			70.00
491	Bearence Management Group Co	Aviation Policy Renewal - 10/01/15 - 10/01/2016	1,569.00
Total 491:			1,569.00
521	Bellboy Corporation	Liquor Store Merchandise	1,094.80
521	Bellboy Corporation	Liquor Store Merchandise	128.03
Total 521:			1,222.83
551	Chas A. Bernick Inc.	Liquor Store Merchandise	8,007.50
551	Chas A. Bernick Inc.	Liquor Store Merchandise	358.20
551	Chas A. Bernick Inc.	Liquor Store Merchandise	2,668.50
Total 551:			11,034.20
586	Bjorklund Companies LLC	Black Dirt - Sandquist Park	812.00
586	Bjorklund Companies LLC	Black Dirt - Sandquist Park	2,030.00
586	Bjorklund Companies LLC	Black Dirt	43.50
Total 586:			2,885.50
766	Bureau of Crim. Apprehension	CJDN Connection & Oper Unit	270.00
Total 766:			270.00
906	Cambridge Napa Auto Parts	Repair & Maint Supplies - PD	809.96
906	Cambridge Napa Auto Parts	Repair & Maint Supplies - Fire Dept	77.64
906	Cambridge Napa Auto Parts	Repair & Maint Supplies - Streets	679.89
906	Cambridge Napa Auto Parts	Repair & Maint Supplies - Parks	30.11
906	Cambridge Napa Auto Parts	Repair & Maint Supplies - WWTP	189.36
Total 906:			1,786.96
969	Cardmember Service	RAM Universal Mount for Surface 3 Tablets	96.10
969	Cardmember Service	Urban Armor Surface 3 Tablet Case	69.42
969	Cardmember Service	Antfreeze for Squad	32.03

Vendor	Vendor Name	Description	Net Invoice Amount
969	Cardmember Service	TransUnion Use Pymt	5.00
969	Cardmember Service	Microsoft Surface Pro3 Tablet & Keyboard Cove	750.17
969	Cardmember Service	Microsoft Surface Pro3 Tablets & Urban Armor	8,515.16
Total 969:			9,467.88
1019	CCP Industries Inc.	Misc Operating Supplies - Streets	327.77
Total 1019:			327.77
1156	City of Mpls Receivables	APS Transaction Fee - August	211.50
Total 1156:			211.50
1236	Comm of MMB, Treas Div	Admin Traffic Citation Fines - September	420.00
Total 1236:			420.00
1246	Commissioner of Transportation	Concrete Plant Inpections & Field Inspection	1,848.20
Total 1246:			1,848.20
1336	Crystal Springs Ice	Liquor Store Merchandise	182.74
Total 1336:			182.74
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	600.00
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	15,335.42
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	7,904.00
Total 1396:			23,839.42
1481	Department of Human Services	Janitor Service - Liquor Store - August	225.00
1481	Department of Human Services	August Lawn Care - Liquor Store	74.00
Total 1481:			299.00
1681	ECM Publishers, Inc.	Advertising - Liquor Store	1,338.46
1681	ECM Publishers, Inc.	Advertising - Customer Appreciation Event	658.35
Total 1681:			1,996.81
1738	Electrical Installation & Maintenanc	Material - Street Light Purchase	6,600.00
Total 1738:			6,600.00
1891	Fastenal Company	Small Tools - WWTF	9.80
1891	Fastenal Company	Repair & Maint - Plant	22.42
1891	Fastenal Company	Repair & Maint Supplies - Street Dept	2.02
1891	Fastenal Company	Small Tools - Street Dept	122.49

Vendor	Vendor Name	Description	Net Invoice Amount
Total 1891:			156.73
1921	Ferguson Waterworks	Meters & Repairs	1,440.92
1921	Ferguson Waterworks	Repair & Maint - Plant	364.10
Total 1921:			1,805.02
2044	Fuhol, Jennifer	Parks, Trails & Rec Comm Mtgs - 3rd Qtr 2015	35.00
Total 2044:			35.00
2046	G & K Services, Inc.	Rug Rentals - City Hall	16.32
2046	G & K Services, Inc.	Rug Rentals - LS	103.51
2046	G & K Services, Inc.	Uniform, Rug, and Towel Rentals - Street Dept	120.26
2046	G & K Services, Inc.	Uniform Rental - Maintenance	2.49
2046	G & K Services, Inc.	Uniform, Rug, and Towel Rentals - Water/Wast	114.89
2046	G & K Services, Inc.	Rug Rentals	14.43
2046	G & K Services, Inc.	Uniform, Rug, and Towel Rentals - Street Dept	102.74
2046	G & K Services, Inc.	Uniform Rental - Maintenance	2.49
2046	G & K Services, Inc.	Uniform, Rug, and Towel Rentals - Water/Wast	114.89
2046	G & K Services, Inc.	Rug Rentals	17.43
Total 2046:			609.45
2111	Godfrey, Jim	PC Mtgs - 3rd Qtr 2015	80.00
Total 2111:			80.00
2146	Gopher State One-Call Inc.	FTP Tickets	95.70
2146	Gopher State One-Call Inc.	FTP Tickets	95.70
Total 2146:			191.40
2187	Graybar Electric Company	Blank Cover	254.93
Total 2187:			254.93
2188	Gratitude Farms	Animal Control Services	400.00
Total 2188:			400.00
2278	Hallberg Marine	2010 Alumacraft 1650 AW 20" Shaft	3,050.00
Total 2278:			3,050.00
2306	Hardrives, Inc.	7038 Fines	316.21
Total 2306:			316.21
2346	Hayford Ford	Repair & Maint Supplies - SQ#262	12.00

Vendor	Vendor Name	Description	Net Invoice Amount
2346	Hayford Ford	Repair & Maint Labor - SQ#262	120.00
	Total 2346:		132.00
2381	Herman's Bakery	Emergency Mgmt Meals	25.50
	Total 2381:		25.50
2411	Hillyard Inc.	Maintenance Supplies - City Hall	121.09
	Total 2411:		121.09
2636	Minnesota Equipment	Repair & Maint Supplies - Parks	298.70
	Total 2636:		298.70
2676	Isanti County Recorder	Recording Fee for MNDot Transfer Station Dee	50.00
	Total 2676:		50.00
2696	Isanti Ready-Mix, Inc.	Repair & Maint Supp - Sandquist Park	399.00
	Total 2696:		399.00
2776	JJ Taylor Dist. of Minn.	Liquor Store Merchandise	1,684.55
2776	JJ Taylor Dist. of Minn.	Delivery Charge	3.00
	Total 2776:		1,687.55
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,733.64
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	5,933.38
2796	Johnson Brothers Liquor Co	Freight Charge	98.67
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	52.00
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,046.50
2796	Johnson Brothers Liquor Co	Freight Charge	36.48
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,530.72
2796	Johnson Brothers Liquor Co	Freight Charge	38.48
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,733.81
2796	Johnson Brothers Liquor Co	Freight Charge	17.33
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	331.60
2796	Johnson Brothers Liquor Co	Freight Charge	4.94
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,268.80
2796	Johnson Brothers Liquor Co	Freight Charge	44.08
2796	Johnson Brothers Liquor Co	Credit - Freight Chg	577.00-
	Total 2796:		13,293.43
2861	Kath Fuel Oil Service Co	Drum Core Returned	26.82-
2861	Kath Fuel Oil Service Co	Fuel and Additives-WWTP	97.80

Vendor	Vendor Name	Description	Net Invoice Amount
	Total 2861:		70.98
2951	Klossner, John D	PC Mtgs - 3rd Qtr 2015	70.00
	Total 2951:		70.00
2952	Klossner, Kelli	Parks, Trails & Rec Comm Mtgs - 3rd Qtr 2015	80.00
	Total 2952:		80.00
2981	Kollman Tool	Repair & Maint - Plant	500.00
	Total 2981:		500.00
2986	Konica Minolta Business	BIZHUB C654 Printer/Copier - Qtrly Agreement	3,419.89
	Total 2986:		3,419.89
3080	Lamperts	Repairs & Maint Supplies - Parks	81.77
	Total 3080:		81.77
3100	Larson, Michael	Parks, Trails & Rec Comm Mtgs - 3rd Qtr 2015	35.00
	Total 3100:		35.00
3116	Law Enforcement Technology Gro	LETG User Conference - T.Dwyer,J.Pepin,T.Jo	225.00
	Total 3116:		225.00
3131	Leaf's Towing and Recovery	Towing Service - Case 15007446	125.00
	Total 3131:		125.00
3146	League of MN Cities Ins Trust	Work Comp Ded. - M. Giese 06/22/15	250.00
	Total 3146:		250.00
3282	Lowman, Thea	Parks, Trails, & Rec Comm Mtgs - 3rd Qtr 2015	70.00
	Total 3282:		70.00
3306	Lynn Peavey Company	Crime Scene Supplies	325.30
	Total 3306:		325.30
3441	MBPTA	Fall Education Seminar 2015 - L. Nisley	75.00
	Total 3441:		75.00

Vendor	Vendor Name	Description	Net Invoice Amount
3461	McDonald Distributing Company	Credit Liquor Merchandise	255.26-
3461	McDonald Distributing Company	Liquor Store Merchandise	6,768.35
3461	McDonald Distributing Company	Liquor Store Merchandise	9,272.25
3461	McDonald Distributing Company	Liquor Store Merchandise	136.00
Total 3461:			15,921.34
3521	Menards	Repair & Maint Supp - Street Dept	39.81
3521	Menards	Repair & Maint Supp - Parks	6.49
3521	Menards	Repair & Maint Supp - Street Dept	7.99
3521	Menards	Repair & Maint - Plant	17.88
Total 3521:			72.17
3542	Metro Payroll Inc.	eKlock Enterprise - August	170.00
3542	Metro Payroll Inc.	Biometric Hand Recognition	2,100.00
3542	Metro Payroll Inc.	Biometric Hand Recognition	2,100.00
Total 3542:			4,370.00
3666	Minnesota Child Support Payment	Child Support Withholdings	131.05
Total 3666:			131.05
3686	Minnesota Department of Health	1300002 Community Water Supply Service Con	4,316.85
Total 3686:			4,316.85
3829	MN Dept of Labor and Industry	3rd Qtr Surcharge	3,972.73
3829	MN Dept of Labor and Industry	3rd Qtr Surcharge	158.91-
Total 3829:			3,813.82
3996	Muzak LLC	Muzak LLC Services - Liquor Store	509.15
Total 3996:			509.15
4001	MVTL Laboratories Inc.	Testing	86.00
Total 4001:			86.00
4088	Nelson, Robert	PC Mtgs - 3rd Qtr 2015	70.00
Total 4088:			70.00
4090	Network Business Supplies, Inc.	Thermal Rolls	314.74
Total 4090:			314.74
4091	New France Wine	Liquor Store Merchandise	352.00

Vendor	Vendor Name	Description	Net Invoice Amount
Total 4091:			352.00
4171	Northern Business Products, Inc.	Office Supplies - PD	115.96
4171	Northern Business Products, Inc.	Office Supplies - Planning Dept	305.98
Total 4171:			421.94
4211	Northland Fire Protection	Service Maint of Fire Extinguishers - Police Dep	387.15
Total 4211:			387.15
4321	O'Reilly Automotive Inc.	Repair & Maint Supplies - Street Dept	13.32
4321	O'Reilly Automotive Inc.	Repair & Maint Supplies - Water	13.30
4321	O'Reilly Automotive Inc.	Repair & Maint Supplies - WWTF	13.30
Total 4321:			39.92
4325	ORB Management Corporation	Aquatics Center Study - Progress Payment	6,579.55
Total 4325:			6,579.55
4476	Phillips Wine & Spirits	Credit - Freight Chg	150.70-
4476	Phillips Wine & Spirits	Liquor Store Merchandise	1,598.85
4476	Phillips Wine & Spirits	Freight Charge	21.52
4476	Phillips Wine & Spirits	Liquor Store Merchandise	44.50
4476	Phillips Wine & Spirits	Liquor Store Merchandise	2,200.32
4476	Phillips Wine & Spirits	Freight Charge	43.32
4476	Phillips Wine & Spirits	Liquor Store Merchandise	1,278.40
4476	Phillips Wine & Spirits	Freight Charge	29.14
Total 4476:			5,065.35
4661	Quill Corporation	copy paper	53.02
4661	Quill Corporation	Laser Cartridge	160.95
Total 4661:			213.97
4701	Railroad Management Company II	Rent - 21" Storm Drain Pipeline Encroachment	928.55
Total 4701:			928.55
4836	RJM Distributing, Inc.	Liquor Store Merchandise	769.30
Total 4836:			769.30
4956	Sandstone Distributing Company	Liquor Store Merchandise	202.25
4956	Sandstone Distributing Company	Freight Charge	5.75
Total 4956:			208.00

Vendor	Vendor Name	Description	Net Invoice Amount
5058	SAC's Enrichment Center	Emergency Mgmt Meals	66.00
Total 5058:			66.00
5181	Southern Wine & Spirits of Minnes	Liquor Store Merchandise	2,797.70
5181	Southern Wine & Spirits of Minnes	Freight Charge-Liquor Store	31.96
5181	Southern Wine & Spirits of Minnes	Liquor Store Merchandise	980.00
5181	Southern Wine & Spirits of Minnes	Freight Charge-Liquor Store	9.45
Total 5181:			3,819.11
5191	SPEW Health Plan	Health Insurance Premium - November Adjustm	1,267.00
5191	SPEW Health Plan	Health Insurance Premium - November Adjustm	2,534.00
5191	SPEW Health Plan	Health Insurance Premium - November Adjustm	3,801.00
5191	SPEW Health Plan	Health Insurance Premium - November Adjustm	3,801.00
5191	SPEW Health Plan	Health Insurance Premium - November Adjustm	633.50
5191	SPEW Health Plan	Health Insurance Premium - November Adjustm	20,272.00
5191	SPEW Health Plan	Health Insurance Premium - November Adjustm	1,267.00
5191	SPEW Health Plan	Health Insurance Premium - November Adjustm	10,554.11
5191	SPEW Health Plan	Health Insurance Premium - November Adjustm	2,534.00
5191	SPEW Health Plan	Health Insurance Premium - November Adjustm	4,219.11
5191	SPEW Health Plan	Health Insurance Premium - November Adjustm	8,032.78
5191	SPEW Health Plan	Health Insurance Premium - November Adjustm	5,068.00
Total 5191:			63,983.50
5251	Star	Public Notice - Flushing Water System	196.56
5251	Star	Public Notice - Ordinance 619	4.88
5251	Star	Public Notice Council Meeting Minutes	9.62
5251	Star	Public Notice - Ordinance 620	24.40
Total 5251:			235.46
5256	Star 95 Car Wash & Detailing	Squad Car Washes	7.50
Total 5256:			7.50
5261	Star Quality Glass	City Park Kiosk	434.18
Total 5261:			434.18
5301	Steve's Tire Inc	Tire, Labor, Tube - Streets	543.99
5301	Steve's Tire Inc	Tire, Alignment, Labor - Streets	608.71
Total 5301:			1,152.70
5322	StressCrete Inc.	Repairs & Maint Supplies - Street Lighting	5,753.00
Total 5322:			5,753.00
5324	Struss, Chad	PC Mtgs - 3rd Qtr 2015	70.00

Vendor	Vendor Name	Description	Net Invoice Amount
Total 5324:			70.00
5491	The Wine Company	Liquor Store Merchandise	1,348.00
5491	The Wine Company	Freight charge	45.00
Total 5491:			1,393.00
5516	Thorpe Distributing Company	Liquor Store Merchandise	240.00
Total 5516:			240.00
5601	TR Computer Sales LLC	Computer Consulting - Finance	1,781.25
5601	TR Computer Sales LLC	Computer Consulting - Planning Dept	62.50
5601	TR Computer Sales LLC	Computer Consulting - Police Dept	375.00
5601	TR Computer Sales LLC	Computer Consulting - Fire Dept	62.50
5601	TR Computer Sales LLC	Computer Consulting - Street Dept	1,000.00
5601	TR Computer Sales LLC	Computer Consulting - Liquor Store	93.75
5601	TR Computer Sales LLC	Datto S2000 Offsite, LOOK@IT Server Monitori	560.00
Total 5601:			3,935.00
5666	TruGreen Commercial	Veg Control - LS	187.02
5666	TruGreen Commercial	Lawn Service - Liquor Store	49.16
Total 5666:			236.18
5801	Verizon Wireless	wireless phone service - Maintenance Dept	16.32
5801	Verizon Wireless	Equipment Credit - PD	200.00-
5801	Verizon Wireless	wireless phone service - PD	834.96
5801	Verizon Wireless	wireless phone service - Fire Dept	35.01
Total 5801:			686.29
5816	Viking Coca-Cola Bottling Co	Liquor Store Merchandise	328.00
Total 5816:			328.00
5891	Wirtz Beverage Minnesota	Liquor Store Merchandise	12,350.22
5891	Wirtz Beverage Minnesota	Freight Charge	94.58
5891	Wirtz Beverage Minnesota	Liquor Store Merchandise	352.00
5891	Wirtz Beverage Minnesota	Freight Charge	3.45
5891	Wirtz Beverage Minnesota	Liquor Store Merchandise	39.95
5891	Wirtz Beverage Minnesota	Freight Charge	1.15
5891	Wirtz Beverage Minnesota	Credit Liquor Merchandise	242.95-
5891	Wirtz Beverage Minnesota	Credit - Freight Charge	1.15-
5891	Wirtz Beverage Minnesota	Credit Liquor Merchandise	19.18-
5891	Wirtz Beverage Minnesota	Credit - Freight Charge	.19-
5891	Wirtz Beverage Minnesota	Credit Liquor Merchandise	162.00-
5891	Wirtz Beverage Minnesota	Credit - Freight Charge	1.15-
5891	Wirtz Beverage Minnesota	Credit Liquor Merchandise	220.00-

Vendor	Vendor Name	Description	Net Invoice Amount
Total 5891:			12,194.73
5916	Weisbrod, Lind 'Duke'	Parks, Trails & Rec Comm Mtgs - 3rd Qtr 2015	70.00
Total 5916:			70.00
5922	Wendorf, Barry	Parks, Trails & Rec Comm Mtgs - 3rd Qtr 2015	35.00
Total 5922:			35.00
5926	Wesco Receivables Corp.	Repair & Maint Supplies - Infrastructure	1,074.60
Total 5926:			1,074.60
6001	Wine Merchants	Credit Adjustment Freight	34.39-
6001	Wine Merchants	Liquor Store Merchandise	373.50
6001	Wine Merchants	Freight Charge	4.56
Total 6001:			343.67
6011	Winter Equipment Co, Inc.	Blades, CurbGuards, PlowGuards	3,365.98
Total 6011:			3,365.98
6082	Ziebarth, Mark N	Parks, Trails, & Rec Comm Mtgs - 3rd Qtr 2015	70.00
Total 6082:			70.00
Grand Totals:			236,880.50

Dated: 10/8/2015

City Treasurer: Caroline Moe

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/15	10/08/2015	100884	306	ARC Irrigation, LLC	101-20100	480.00
10/15	10/08/2015	100885	341	Aspen Mills	101-20100	69.99
10/15	10/08/2015	100886	446	Shirley Basta	101-20100	70.00
10/15	10/08/2015	100887	491	Bearence Management Group	211-20100	1,569.00
10/15	10/08/2015	100888	521	Bellboy Corporation	610-20100	1,222.83
10/15	10/08/2015	100889	586	Bjorklund Companies LLC	602-20100	2,885.50
10/15	10/08/2015	100890	766	Bureau of Crim. Apprehension	101-20100	270.00
10/15	10/08/2015	100891	906	Cambridge Napa Auto Parts	101-20100	1,786.96
10/15	10/08/2015	100892	969	Cardmember Service	417-20100	9,467.88
10/15	10/08/2015	100893	1019	CCP Industries Inc.	101-20100	327.77
10/15	10/08/2015	100894	551	Bernick's	610-20100	11,034.20
10/15	10/08/2015	100895	1156	Minneapolis Finance Department	101-20100	211.50
10/15	10/08/2015	100896	1236	Comm of MMB, Treas Div	213-20100	420.00
10/15	10/08/2015	100897	1246	Commissioner of Transportation	485-20100	1,848.20
10/15	10/08/2015	100898	1336	Crystal Springs Ice	610-20100	182.74
10/15	10/08/2015	100899	1396	Dahlheimer Beverage, LLC	610-20100	23,839.42
10/15	10/08/2015	100900	1481	Department of Human Services	610-20100	299.00
10/15	10/08/2015	100901	1681	ECM Publishers, Inc.	101-20100	1,996.81
10/15	10/08/2015	100902	1738	Electrical Installation & Maintenance Co	101-20100	6,600.00
10/15	10/08/2015	100903	1891	Fastenal Company	101-20100	156.73
10/15	10/08/2015	100904	1921	Ferguson Waterworks #2516	601-20100	1,805.02
10/15	10/08/2015	100905	2044	Jennifer Fuhol	101-20100	35.00
10/15	10/08/2015	100906	2046	G & K Services, Inc.	101-20100	609.45
10/15	10/08/2015	100907	2111	Jim Godfrey	101-20100	80.00
10/15	10/08/2015	100908	2146	Gopher State One-Call Inc.	602-20100	191.40
10/15	10/08/2015	100909	2188	Gratitude Farms	101-20100	400.00
10/15	10/08/2015	100910	2187	Graybar	101-20100	254.93
10/15	10/08/2015	100911	2278	Hallberg Marine	420-20100	3,050.00
10/15	10/08/2015	100912	2306	Hardrives, Inc.	101-20100	316.21
10/15	10/08/2015	100913	2346	Hayford Ford	101-20100	132.00
10/15	10/08/2015	100914	2381	Herman's Bakery	101-20100	25.50
10/15	10/08/2015	100915	2411	Hillyard / Minneapolis	101-20100	121.09
10/15	10/08/2015	100917	2676	Isanti County Recorder	101-20100	50.00
10/15	10/08/2015	100918	2696	Isanti Ready-Mix, Inc.	101-20100	399.00
10/15	10/08/2015	100920	2776	JJ Taylor Dist. of Minn.	610-20100	1,687.55
10/15	10/08/2015	100921	2796	Johnson Bros - St Paul	610-20100	13,293.43
10/15	10/08/2015	100922	2861	Kath Fuel Oil Service Co	602-20100	70.98
10/15	10/08/2015	100923	2951	John D Klossner	101-20100	70.00
10/15	10/08/2015	100924	2952	Kelli Klossner	101-20100	80.00
10/15	10/08/2015	100925	2981	Kollman Tool	602-20100	500.00
10/15	10/08/2015	100926	2986	Konica Minolta Business	101-20100	3,419.89
10/15	10/08/2015	100927	3080	Lamperts	101-20100	81.77
10/15	10/08/2015	100928	3100	Michael Larson	101-20100	35.00
10/15	10/08/2015	100929	3116	Law Enforcement Technology Group LL	101-20100	225.00
10/15	10/08/2015	100930	3131	Leaf's Towing and Recovery	209-20100	125.00
10/15	10/08/2015	100931	3146	League of MN Cities Ins Trust	101-20100	250.00
10/15	10/08/2015	100932	3282	Thea Lowman	101-20100	70.00
10/15	10/08/2015	100933	3306	Lynn Peavey Company	101-20100	325.30
10/15	10/08/2015	100934	3441	MBPTA	101-20100	75.00
10/15	10/08/2015	100935	3461	McDonald Distributing Company	610-20100	15,921.34
10/15	10/08/2015	100937	3521	Menards	602-20100	72.17
10/15	10/08/2015	100938	3542	Metro Payroll Inc.	418-20100	4,370.00
10/15	10/08/2015	100939	3666	Minnesota Child Support Payment	101-20100	131.05
10/15	10/08/2015	100940	3686	Minnesota Department of Health	601-20100	4,316.85
10/15	10/08/2015	100941	2636	Minnesota Equipment	101-20100	298.70
10/15	10/08/2015	100942	3829	MN Dept of Labor and Industry	101-20100	3,813.82
10/15	10/08/2015	100943	3996	Muzak LLC	610-20100	509.15

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/15	10/08/2015	100944	4001	Minnesota Valley Testing Labs	602-20100	86.00
10/15	10/08/2015	100945	4088	Robert Nelson	101-20100	70.00
10/15	10/08/2015	100946	4090	Network Business Supplies, Inc.	610-20100	314.74
10/15	10/08/2015	100947	4091	New France Wine	610-20100	352.00
10/15	10/08/2015	100948	4171	Northern Business Products, Inc.	101-20100	421.94
10/15	10/08/2015	100949	4211	Northland Fire Protection	101-20100	387.15
10/15	10/08/2015	100950	4325	ORB Management Corporation	101-20100	6,579.55
10/15	10/08/2015	100951	4321	O'Reilly Auto Parts	101-20100	39.92
10/15	10/08/2015	100952	4476	Phillips St Paul	610-20100	5,065.35
10/15	10/08/2015	100953	4661	Quill Corporation	101-20100	213.97
10/15	10/08/2015	100954	4701	Railroad Management Company III, LLC	603-20100	928.55
10/15	10/08/2015	100955	4836	RJM Distributing, Inc.	610-20100	769.30
10/15	10/08/2015	100956	5058	SAC's Enrichment Center	101-20100	66.00
10/15	10/08/2015	100957	4956	Sandstone Distributing Company	610-20100	208.00
10/15	10/08/2015	100958	5181	Southern Wine & Spirits of Minnesota	610-20100	3,819.11
10/15	10/08/2015	100959	5191	SPEW Health Plan	610-20100	63,983.50
10/15	10/08/2015	100960	5251	Star	101-20100	235.46
10/15	10/08/2015	100961	5256	Star 95 Car Wash & Detailing	101-20100	7.50
10/15	10/08/2015	100962	5261	Star Quality Glass	101-20100	434.18
10/15	10/08/2015	100963	5301	Steve's Tire Inc	101-20100	1,152.70
10/15	10/08/2015	100964	5322	StressCrete Inc.	101-20100	5,753.00
10/15	10/08/2015	100965	5324	Chad Struss	101-20100	70.00
10/15	10/08/2015	100966	5491	The Wine Company	610-20100	1,393.00
10/15	10/08/2015	100967	5516	Thorpe Distributing Company	610-20100	240.00
10/15	10/08/2015	100968	5601	TR Computer Sales LLC	101-20100	3,935.00
10/15	10/08/2015	100969	5666	TruGreen Processing Center	610-20100	236.18
10/15	10/08/2015	100970	5801	Verizon Wireless	101-20100	686.29
10/15	10/08/2015	100971	5816	Viking Coca-Cola Bottling Co	610-20100	328.00
10/15	10/08/2015	100973	5916	Lind 'Duke' Weisbrod	101-20100	70.00
10/15	10/08/2015	100974	5922	Barry Wendorf	101-20100	35.00
10/15	10/08/2015	100975	5926	Wesco Receivables Corp.	101-20100	1,074.60
10/15	10/08/2015	100976	6001	Wine Merchants	610-20100	343.67
10/15	10/08/2015	100977	6011	Winter Equipment Co, Inc.	101-20100	3,365.98
10/15	10/08/2015	100978	5891	Wirtz Beverage MN Wine & Spirits Inc	610-20100	12,194.73
10/15	10/08/2015	100979	6082	Mark N Ziebarth	101-20100	70.00
Grand Totals:						236,880.50

SUMMARY PUBLICATION OF THE PROCEEDINGS OF THE CAMBRIDGE CITY COUNCIL

The complete minutes are available for public inspection at the office of the City Administrator, 300 – 3rd Ave. NE, Cambridge, Minnesota.

Regular City Council Meeting October 5, 2015

Members Present: Mayor Marlys Palmer, Council Members Joe Morin, Tiffany Kafer, Lisa Iverson, and Howard Lewis

- Meeting was called to order at 3:01 pm. Agenda and consent agenda were approved.
- Approved appointments for the Highway 95 Design Advisory Task Force and approved the contract with SEH for Trunk Highway 95 Preliminary Engineering (not to exceed \$374,662).
- Approved Minnesota Design Team visit for 2016 with March 31 – April 3 being the preferred dates of the visit.
- Approved the addition to add Section 43, Take Home Vehicle Policy to the City's Personnel Policy.
- Approved the policy department to occupy the old MNDOT facility before winter arrives, expending money not to exceed \$13,000 to make the necessary improvements and cover the 2015 utility costs and adjust the 2016 budget to reflect the utility costs.
- Committee reports were heard.
- Morin was appointed as the Planning Commission member for Council.
- Anonymous complaints and the process for city code violations will be placed on the October 19th Council agenda.
- Council-Department Head Visioning session will be held November 16, 2015 at 3:15 pm.
- Lewis noted a friend has stated they would like to see the National Motto be placed on Police and Fire trucks.
- A Community Awareness Forum will be held on October 21st at the Richard G. Hardy Performing Arts Center at the Cambridge-Isanti High School from 7:00 pm – 8:30 pm.
- Adjourned at 4:45 pm.

**Cambridge City Council Meeting Minutes
Monday, October 5, 2015**

A regular meeting of the Cambridge City Council was held on Monday, October 5, 2015, at Cambridge City Hall Council Chambers, 300 3rd Avenue NE, Cambridge, Minnesota, 55008.

Members Present: Mayor Marlys Palmer; Council Members, Lisa Iverson, Tiffany Kafer, Joe Morin, and Howard Lewis. All present, no absences.

Staff Present: City Administrator Woulfe, City Engineer Blank, Finance Director Moe, Economic Development Director Gustafson, and Deputy Fire Chief – Emergency Management Director Penning.

Call to Order & Pledge of Allegiance

Palmer called the meeting to order at 3:01 pm and led the public in the Pledge of Allegiance.

Approval of the Agenda

Kafer added "Planning Commission" and "Anonymous Complaints" to Council Concerns. Iverson added "Council-Staff Visioning" to Council Concerns. Lewis added "National Motto" to Council Concerns. Iverson moved, seconded by Kafer, to approve the agenda as amended. Motion carried unanimously.

Consent Agenda

Iverson pulled A for discussion. Morin moved, seconded by Lewis to approve consent agenda items B-E:

- B. Draft financial statements for August 2015
- C. Declare Fire Department Air Compressor Surplus Property
- D. Approve purchase of water rescue boat for Cambridge Fire Department
- E. Approve Resolution R15-062 Accepting Donation from Isanti County Sportsman's Club

Upon call of the roll, Lewis, Kafer, Palmer, Iverson, and Morin voted aye, no nays. Motion carried unanimously.

- A. Regular and Summary City Council Minutes for September 21, 2015
Iverson moved, seconded by Lewis to amend the summary minutes to reflect she was present at the meeting. Motion carried unanimously.

Work Session

There was no work session items.

Unfinished Business

There was no Unfinished Business.

New Business

Appointment of Highway 95 Design Advisory Task Force Approve Contract with SEH for Trunk Highway 95 Preliminary Engineering (not to exceed \$374,662)

Blank explained the committee's purpose is to provide feedback to the City on design and ultimately a recommendation to the City Council on the proposed alignment for widening Highway 95 from Garfield to the Rum River bridge.

Blank indicated the first meeting will be October 13 at 3:30 pm and the goal is to be able to present an alignment and engineering work during the 2016 legislative session since they have a \$15 million bonding request in for project funding.

Lewis asked if Cambridge Launderers and Cleaners was invited to serve on the Task Force. Woulfe explained she spoke with the owner and because he potentially can be a part of the right of way acquisitions, he thought it may be a conflict of interest to serve.

Palmer stated she would like to be the Council representative for this Task Force. Iverson stated she would also like to serve on the Task Force, but noted there might be times when she is late. Morin moved, seconded by Iverson to appoint the following people to the Highway 95 Design Advisory Task Force: Claudia Dumont, MnDOT District 3, Bob Voss, East Central Regional Development Commission, Raymond Queener, Superintendent District 911, Jon Ward, Cambridge Medical Center, Loren Davis, Diversified Bronze & Manufacturing, Bob Guetschoff, True Value Hardware, Greg Carlson, Presbyterian Homes, George Johnson, Cambridge Properties, Mark Anderson on behalf of the Cambridge Business Development Commission (CBDC), Grant Wilsey, Wal-Mart, Susan Morris, Isanti County Commissioner David Oslund, Isanti County Commissioner, Tim Bliss, Coretech, Don Lewis and/or Roger Freeman from Anoka Ramsey Community College, Eric Champion, North 65 Chamber, and City Councilmember Iverson and Mayor Palmer. Motion carried unanimously.

Blank explained because the City has been awarded \$1.8 million from DEED's Business Development Public Infrastructure Grant for the preliminary engineering and right-of-way acquisition for the widening of Highway 95 from Garfield to the Rum River Bridge, SEH has provided a proposal for the Council to consider.

Blank explained the proposal from SEH was given to Council and the grant they received from legislation for 1.8 million the intent is for preliminary design and right of way acquisition. Blank reviewed some of the extensive work that needs to be done. Blank noted the task force is an advisory task force and the City is working in partnership with MnDOT.

Morin moved, seconded by Lewis to approve the proposal with SEH for engineering services for Trunk Highway 95 preliminary design in an amount not to exceed \$374,662.00 contingent upon receiving the grant agreement and funds from the Department of Employment and Economic Development. Lewis called the question with Morin seconding.

Upon call of the roll, Morin, Iverson, Palmer, Kafer, and Lewis voted aye, no nays. Motion carried unanimously.

Approve MN Design Team Visit Date for 2016

Gustafson stated staff has been working with Hans Muessig with the MN Design team on dates that would not be in conflict with other events that are currently planned in Cambridge. Gustafson reviewed the three possible weekends that meet the required amount of time for the MN Design Team.

Lewis stated he thought the Taste of Isanti would be Thursday, March 31st. Woulfe explained they could potentially use that event as a reception and incorporate that into the visit. Gustafson noted the only date available at the Hardy Center is Saturday, April 2nd.

Lewis moved, seconded by Kafer to approve the dates in order of the following preferences:

Thursday March 31st through Sunday April 3rd 2016
Thursday April 21st through Sunday April 24th 2016
Thursday April 7th through Sunday April 10th 2016

Motion carried unanimously.

Take Home Vehicle Policy

Woulfe reviewed the new take home policy for city vehicles that may be assigned to the Police Chief, Fire Chief, Assistant Fire Chief, Deputy Fire Chief-Emergency Manager, Public Works-Utilities Director, Assistant Public Works Director, and Assistant Utilities Director and noted the policy models the Police Department standard operating guidelines for take home vehicles with the exception of the language on guns and other specific police department issued equipment.

Lewis moved, seconded by Iverson to amend the City's Personnel Policy to add Section 43 Take Home Policy for City Vehicles. Motion carried unanimously.

Approve Budget for Utilizing Old MnDot Facility for Police Squad Car Storage

Woulfe stated Dwyer laid out an excellent memorandum which was included in their Council packet and explained how hard the weather impacts vehicles. Iverson confirmed there are approximately 8 to 9 officers that do not take home their vehicles along with reserve officers.

Lewis moved, seconded by Iverson to approve the police department to occupy the old MnDOT facility before winter arrives, expending money not to exceed \$13,000 to make the necessary improvements and cover 2015 utility costs and adjust the 2016 budget to reflect the utility costs.

Palmer asked why the City purchased the property. Woulfe explained the City wanted control of the property and back in 2005/2006 there was a study performed that slated this area as a potential for retail redevelopment but since then, there has been a significant shift to online

shopping and the days for large retail complexes are most likely in decline. There was discussion on the possibility of Isanti County being interested in purchasing the property and Woulfe noted she is waiting to hear back from Isanti County.

Kafer asked about an addition to the PD. Woulfe explained property line and set back restrictions doesn't make it possible for expansion at this time but she has checked into the possibility of constructing a garage through Morton Buildings. Woulfe explained the Police Department has an immediate need and building a garage wouldn't be done until the future. Kafer stated she felt the money they would be putting into the building on the upgrades they would recoup on the sale of the building. Morin called the question, seconded by Lewis.

Motion carried unanimously.

Mayor's Report

Palmer provided an update on meetings attended and upcoming meetings and events.

Councilmembers' Concerns

Committee Reports

Reports were heard from the following committees: Allina Community Engagement Council, Aquatics Center Task Force, Community Education Advisory Council, Cambridge Action Community Team, Cambridge Downtown Task Force, Cambridge Fire Department, Isanti County Initiative on Collaboration, Leadership, and Efficiency, North Highway 65 Corridor Coalition, Toward Zero Death, Isanti County EDA, East Central Regional Development Commission, Heartland Express Transportation Advisory Committee, and ARCC Diversity Task Force.

There was much discussion related to the Aquatics Center Task Force. Morin expressed concern as to why the Council will not be deciding on this until May. Staff explained the Task Force will be addressing Council in November to present the financial feasibility which is still on schedule and the results of the survey she will email this month once received.

Kafer noted although there were 1,000 surveys collected, there was no way to govern the number of times a survey could be taken since it was not limited to one IP address. Woulfe noted that ORB Management will be sorting by IP Address so they can see if there are certain computers that took the survey multiple times. Woulfe noted survey takers needed to indicate which City or Township they lived in on the survey.

Concern was raised as to why the property tax slide that was in the first community presentation at the Chamber luncheon was removed for other presentations. Lewis explained the slide was very confusing and the sentiment of Council was they would not be financing the library and/or aquatics center through property tax increases. Iverson questioned whether or not removing the slide was being transparent.

There was a discussion related to the Highway 65 Corridor Coalition. Woulfe stated the Coalition is looking to make amendments to the bylaws and articles of incorporation since the

structure is unsustainable, and noted, the Coalition could dissolve and regroup as an advisory task force.

Planning Commission

Kafer stated she works Tuesday nights and asked if another Council member can be appointed on the Planning Commission. Lewis moved, seconded by Iverson to appoint Morin on the Planning Commission. Motion carried unanimously.

Anonymous Complaints

Kafer stated she would like the topic of the process for city code violations and anonymous complaints be placed on a future agenda. Woulfe explained staff will give a report at the October 19th Council meeting.

Council Staff Visioning

Iverson stated she would like to have a visioning session with the City Council and Department Heads. It was decided the visioning session will be November 16, 2015 at 3:15 pm.

National Motto

Lewis brought to the attention of the City Council that he has a friend that would like to see the National Motto be placed on Police and Fire Trucks.

City Attorney's Report

There was no Attorney's Report.

City Administrator's Report

Community Awareness Forum

Woulfe announced the forum will be on October 21st at Richard G. Hardy Performing Arts Center at Cambridge-Isanti High School from 7:00 pm – 8:30 pm and they will have small groups in the cafeteria. Woulfe reviewed the agenda. Woulfe noted a quorum of the City Council may be present, but no official business will be conducted.

Adjournment of Council Meeting

Being no further business before the City Council, Kafer moved, seconded by Morin, to adjourn the regular meeting at 4:45 pm. Motion carried unanimously.

Marlys A. Palmer, Mayor

ATTEST:

Lynda Woulfe, City Administrator

DRAFT

Prepared by: Caroline Moe, Director of Finance

Background

Certify Delinquent Municipal Charges

Attached for your review is a certification of delinquent amounts to be certified to the Isanti County Auditor for the Assessment to the Real Estate Taxes due in 2016.

Certification of delinquent charges allows the City to retain its ability to collect the outstanding balance even though in the future a property may be a part of a foreclosure or bankruptcy action. Once certified, amounts become a lien that stay with the property until paid.

Recommended Council Action—*Approve Resolution R15-063 certifying debts to the Isanti County Auditor for the Assessment to the Real Estate Taxes due in 2016.*

Attachments:

1. Resolution R15-063 for certification of delinquent account balances.
2. Certification of delinquent amount.

Resolution No. R15-063

**RESOLUTION CERTIFYING DELINQUENT DEBTS TO THE ISANTI COUNTY
AUDITOR FOR ASSESSMENT TO THE REAL PROPERTY TAXES DUE IN 2016 FOR
THE PROPERTY SERVED**

WHEREAS, Minnesota State Law and Cambridge City Code authorize the City Council to certify delinquent and unpaid charges to Isanti County for collection with ad valorem taxes;

WHEREAS, the Cambridge City Council has determined the attached certification of municipal charges delinquent and unpaid;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAMBRIDGE, ISANTI COUNTY, STATE OF MINNESOTA, that the owners of the properties located on the attached certification are delinquent in his/her payments to the City of Cambridge for municipal services and other services and the City Council of Cambridge, Minnesota shall have the delinquent amounts along with certification fees, as applicable, certified to the Isanti County Auditor for assessment to the real property taxes as imposed by the Isanti County Auditor, due in 2016 for the property served.

This resolution shall become effective immediately upon its passage without publication.

Adopted this 19th Day of October, 2015

Marlys A. Palmer, Mayor

ATTEST:

Lynda J. Woulfe, City Administrator

CERTIFICATION TO ISANTI COUNTY AUDITOR

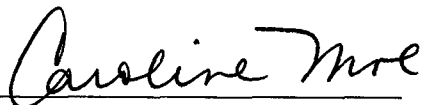
Recitals

1. On January 6, 2014, the City of Cambridge (the "City") through its City Council issued Resolution No. 14-004 Ordering the Repair or Removal of Hazardous Conditions Located at 100 Main Street South (the "Property") pursuant to Minnesota Statutes 463.15-453.261.
2. On April 9, 2014, the City filed Resolution No. 14-004 in Isanti County District Court, Court File No. 30-CV-14-240, to seek enforcement of its Order.
3. On May 14, 2014, the Honorable Amy R. Brosnahan approved the City's Resolution and ordered the Property owner to make the required repairs.
4. On October 24, 2014, Judge Brosnahan again ordered the Property owner to comply with the Order by making repairs required by the City. The Property owner did not comply and the Property was ordered to be vacated by November 24, 2015.
5. On March 3, 2015, Judge Brosnahan ordered the Property owner to pay the City's reasonable expenses in the amount of \$30,252.73. A copy of this Order is attached to this Certification as Exhibit A. The Order states that if the owner fails to pay the full amount by October 1, 2015, the City may proceed to certify the amount owed to the county auditor consistent with the process identified in Minnesota Statutes 463.22. The owner failed to pay any of the amount owed to the City as of October 1, 2015, and has not paid any of the amount as of the date of this Certification.

THEREFORE

Per the court's order dated March 3, 2015, and Minnesota Statutes 463.22, the auditor shall certify the amount of \$30,252.73 to be levied and collected, along with taxes, against Parcel No. 15.066.0060.

Date: 10/13/15


 Caroline Moe, Finance Director
 City of Cambridge

Sworn/affirmed before me this
 _____ day of _____, 2015.

 Notary Public

State of Minnesota
Isanti County

District Court
10th Judicial District

Court File Number: **30-CV-14-240**

Case Type: Civil Other/Misc.

JAY THOMAS SQUIRES
RUPP ANDERSON SQUIRES &
WALDSPURGER
527 MARQUETTE AVE S
SUITE 1200
MINNEAPOLIS MN 55402

**Notice of Filing of Order
and Entry of Judgment**

**In Re: CITY OF CAMBRIDGE vs Q Mandarin Buffet, Inc, Kenneth L Weestrand,
BAYVIEW LOAN SERVICING**

You are notified that order was entered on March 3, 2015.

You are notified that judgment was entered on March 05, 2015.

Dated: March 5, 2015

Monica Tschumper, Court Administrator
By: Heather Holland, Deputy

Isanti County District Court
555 18th Avenue SW
Cambridge Minnesota 55008
763-689-2292

cc: Kenneth L Weestrand
ANDREW DAVID MORAN
Craig M Barbee
Andrew Moran
JESSICA LEIGH BLANNER

A true and correct copy of this notice has been served pursuant to Minnesota Rules of Civil Procedure, Rule 77.04.

MAR 09 2015

STATE OF MINNESOTA
COUNTY OF ISANTI

DISTRICT COURT
TENTH JUDICIAL DISTRICT
CASE TYPE: Other Civil (14)

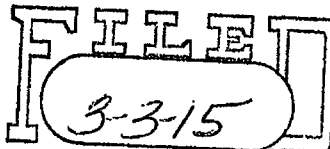
City of Cambridge,

Plaintiff,

v.

Kenneth L. Weestrand, Bayview Loan Servicing,
LLC, Q Mandarin Buffet, Inc., and John Does 1-21,

Defendants.



Court File No. 30-CV-14-240

DISTRICT COURT
ISANTI COUNTY, MINNESOTA

By Charis Belland

**ORDER GRANTING
MOTION FOR APPROVAL OF
EXPENSES**

The above-entitled matter came on before the undersigned on the 3rd day of March, 2015, on Plaintiff's Motion for Approval of Expenses.

Appearing on behalf of Plaintiff was Jay T. Squires, Esq., Rupp, Anderson, Squires & Waldspurger, P.A. ~~Appearing on behalf of Defendant Kenneth Weestrand was~~
~~Appearing on behalf of Defendant Bayview Loan Servicing, LLC was~~ . All other appearances were as noted on the record. 3/3/15

Based on the arguments of counsel, Plaintiff's Memorandum of Law in Support of its Motion, the Affidavits and Exhibits submitted, and all of the records and proceedings in this matter, the Court hereby makes the following:

FINDINGS OF FACT

1. Minnesota Statutes section 463.22 authorizes a municipality to be reimbursed for its reasonable expenses incurred in connection with a hazardous building enforcement action.
2. The City of Cambridge reasonably incurred \$30,252.73 in connection with enforcement of its Order Requiring the Repair or Removal of Hazardous Conditions

Located at 100 Main Street South. The City has received no income in connection with this action to offset the expenses.

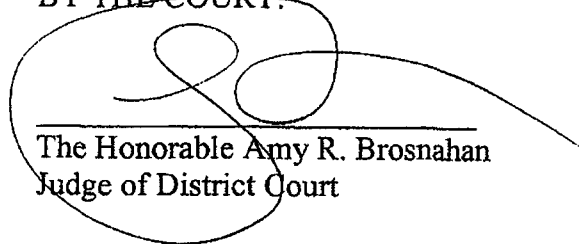
ORDER

1. The City is entitled to recover \$30,252.73 in reasonable expenses incurred in enforcement of this hazardous building action.
2. If the owner does not pay the full amount by October 1, 2015, the City clerk may proceed to certify the amount owed to the county auditor consistent with the process identified in Minnesota Statutes section 463.22

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 3/3/15


BY THE COURT:


The Honorable Amy R. Brosnahan
Judge of District Court

JUDGMENT

I hereby certify that the foregoing constitutes the Judgment of this Court.

MONICA TSCHUMPER
Court Administrator

Dated: 3-5-15 By: 
Deputy

FILED
3-5-15

DISTRICT COURT
ISANTI COUNTY, MINNESOTA

By: 

Prepared by: Lynda J. Woulfe, City Administrator

Background

The City still has significant progress to make on getting all as built for the City’s street improvement projects scanned into Laserfiche. Laserfiche is the City’s electronic record retention database. As built are permanent records that must be maintained by the City. Steve was working on this project prior to his retirement and he is willing to come in a few hours a week to help us move closer to getting past projects into the system.

Caroline has identified the following funds from the Administration budget to have Steve work 215 hours between now and December 31, 2015:

Budget for 2015 for PT Receptionists	\$24,800
2015 PT Wages through 10/2	(14,700)
Estimated remaining through rest of the year:	
Ginny 53 hours per pay period (8 hours on packet prep day, otherwise, 5 hours per day, 6 pay periods @ \$11.82)	(3759)
Sue (44 hours per pay period, 6 pay periods @ \$11.82)	(3120)
Left over Budget available for “additional work”	\$3,221
Number of extra hours potential available to pay for Laserfiche scanning at \$15 dollars per hour (\$3221/\$15)	215 hours

Given Steve’s vast experience in both street improvement projects and scanning into Laserfiche, I don’t believe I could find a better person suited for this job. I propose an hourly pay rate of \$15 per hour given Steve’s knowledge and experience.

Recommendation

Authorize temporary employment of Steve Wegwerth at the rate of \$15 per hour for the purposes of improving the City’s record retention of Street Improvement Project and Utility files.

Prepared by: Todd Schwab

Background:

On 6/28/15 I scheduled a demonstration of a patented concrete grinding system that was advertised to eliminate sidewalk tripping hazards. The demonstration was done on a sidewalk panel by a representative from Precision Concrete Cutting. The panel had settled, causing a 1.5" lip from one panel to the next. The demonstration resulted in a very positive outcome and eliminated a potential tripping hazard in 15 minutes, and without removing the panel.

After the demonstration I asked staff to do a survey of sidewalk tripping hazards in a portion of the downtown area, as well as several other problem areas spread around the city. The area surveyed consisted of an area bounded by 2nd Ave. NE/NW, Buchanan N/S, 3rd Av SE/SW, and S Birch. The survey resulted in 123 Americans Disabilities Act (ADA) defined trip hazards (Greater than 1/4").

In September I was provided a proposal from Precision Concrete Cutting. The proposal included a price of \$9,169.48 to repair the 123 tripping hazards identified in the sidewalk survey. The identified tripping hazards would be repaired at a fraction of the cost that it would require to mud jack or completely replace the sidewalk panels. The repairs would also be completed in a very short period of time and would only result in an average sidewalk closure of 15 minutes.

The survey also resulted in the identification of 6 pedestrian ramps in the area that require repairs to become ADA compliant. Staff has received a quote from Landworks Construction to replace the concrete in the pedestrian ramps. The quote is in the amount of \$500.00/Ramp, the quote is for labor and material to pour the ramps. Staff will remove the existing concrete ramps and in preparation for each ramp repair.

Recommendation:

Accept the proposal from Precision Concrete Cutting in the amount of \$9,169.48.

Allow staff to proceed with pedestrian ramps replacements and except the quote from Landworks Construction in the amount of \$3000.00.

Projects will be funded through pavement management.

Prepared by: Lynda J. Woulfe, City Administrator

Background

The City has been awarded \$1.8 million from DEED’s Business Development Public Infrastructure Grant for the preliminary engineering and right of way acquisition for the widening of Highway 95 from Garfield to the Rum River Bridge. The legislation stated:

Notwithstanding any law to the contrary, of the amount appropriated in fiscal year 2016, \$1,800,000 is for a grant to the city of Cambridge to fund ongoing development and improvement of Trunk Highway 95 within the city of Cambridge, including economic development, land acquisition and enhancements, safety improvements, design, engineering, environmental studies, corridor mappings, right-of-way acquisitions, and associated improvements. Notwithstanding Minnesota Statutes, section 116J.431, subdivision 1, a local match is not required for this project. This is a onetime appropriation and any unspent funds do not lapse.

The vehicle the state uses for these funds is the Department of Employment and Economic Development’s business development grant infrastructure program. Therefore, in order to set the wheels in motion on this activity the City needs to approve the attached grant agreement to get the funds.

Recommendation

Approve the grant agreement as requested.

SC 100711

**Minnesota Department of Employment and
Economic Development
2015 Greater Minnesota Business Development
Public Infrastructure Grant Program**

GENERAL FUND

**GRANT AGREEMENT
CONSTRUCTION GRANT**

**for the
Cambridge Trunk Highway 95 Improvements
BDPI Project**

Grant #BDPI-15-0011-O-FY16

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GENERAL FUND
GRANT AGREEMENT
CONSTRUCTION GRANT
for the
Cambridge Trunk Highway 95
BDPI PROJECT

Grant #BDPI-15-0011-O-FY16

THIS AGREEMENT shall be effective as of June 13, 2015, and is between the City of Cambridge, a statutory city (the “Grant Recipient”), and the Department of Employment and Economic Development (DEED) (the “State Entity”).

RECITALS

A. Under the provisions contained in 2015 MN Session Laws, Chapter 1, Section 2, Subd. 2, the State of Minnesota has allocated \$1,800,000, which is to be given to the City of Cambridge as a grant to assist it in the expansion and improvements of Trunk Highway 95 within the city of Cambridge; and

B. The monies allocated to fund the grant to the Grant Recipient are appropriated money from the State of Minnesota’s general fund; and

C. The Grant Recipient and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Grant Recipient.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I
DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” – means an advance made or to be made by the State Entity to the Grant Recipient and disbursed in accordance with the provisions contained in Article IV hereof.

“Agreement” - means this General Funds Grant Agreement Construction Grant for the Cambridge Trunk Highway 95 BDPI Project.

“Architect”, if any - means NOT APPLICABLE, which will administer the Construction Contract Documents on behalf of the Grant Recipient.

“Commissioner of Management and Budget” - means the State of Minnesota acting through its Commissioner of Management and Budget, and any designated representatives thereof.

“Completion Date” – means June 30, 2017 the date of projected completion of the Project as specified in the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Project including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders or supplements thereto, which collectively form the contract between the Grant Recipient and the Contractor or Contractors concerning the Project and which provide for the completion of the Project on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Declaration” - means a declaration, or declarations, in the form as **Attachment I** and all amendments thereto, indicating that the Grant Recipient’s interest in the Real Property and, if applicable, the Facility is subject to the provisions of this Agreement.

“Draw Requisition” - means a draw requisition that the Grant Recipient, or its designee, will submit to the State Entity when an Advance is requested, and which is referred to in Section 4.02.

“Event of Default” - means those events delineated in Section 2.05.

“Facility”, if applicable, - means expansion and improvements of Trunk Highway 95, **which is located, or will be constructed and located, on the Real Property.**

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal which assumes that all mortgage liens or encumbrances on the property being sold, which negatively affect the value of such property, will be released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all mortgage liens or encumbrances on the property being sold, which negatively affect the value of such property, will be released at the time of acquisition by the purchaser.

“Grant” - means a grant of monies from the State Entity to the Grant Recipient in an amount of \$1,800,000.

“Grant Recipient” - means the City of Cambridge.

“Inspecting Engineer”, if any - means the City’s construction inspector, or its designated consulting engineer.

“Project” - means the acquisition of an interest in the Real Property and, if applicable, the Facility, along with the performance of those activities indicated in Section 2.03.

“Real Property” - means the real property located in the County of Isanti, State of Minnesota, legally described in **Attachment II**.

“State Entity” - means the Department of Employment and Economic Development.

“Use Contract” - means a lease, management contract or other similar contract between Grant Recipient and any other entity, and which involves or relates to the Real Property and, if applicable, the Facility.

“Usee” - means any entity with which the Grant Recipient contracts under a Use Contract.

“Useful Life of the Real Property and, if applicable, the Facility” – means the term set forth in Section 2.04.T. of this Agreement.

Article II GRANT

Section 2.01 Grant of Monies. The State Entity shall issue the Grant to the Grant Recipient and disburse the proceeds in accordance with the provisions of this Agreement. The Grant is not intended to be a loan.

Section 2.02 Use of Grant Proceeds. The Grant Recipient shall use the Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities:

(Check all appropriate boxes.)

- Acquisition of fee simple title to the Real Property;
- Acquisition of a leasehold interest in the Real Property;
- Acquisition of an easement on the Real Property;
- Improvement of the Real Property,
- Acquisition of the Facility,
- Improvement of the Facility,
- Renovation or rehabilitation of the Facility,
- Construction of the Facility.

Section 2.03 Operation of the Real Property and Facility. The Grant Recipient shall operate the Real Property and, if applicable, the Facility, or cause it to be operated, as Trunk

Highway 95 improvements of the site, or for such other use as the Minnesota legislature may from time to time designate, and may enter into Use Contracts with Usees to so operate the Real Property and, if applicable, the Facility; provided that such Use Contracts must fully comply with all of the provisions contained in Section 3.01. The Grant Recipient shall also annually determine that the Real Property and, if applicable, the Facility are being so used, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity.

Section 2.04 Grant Recipient Representations and Warranties. The Grant Recipient further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Grant Recipient enforceable against the Grant Recipient in accordance with their respective terms.

C. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

D. It has made no material false statement or misstatement of fact in connection with its receipt of the Grant, and all of the information it previously submitted to the State Entity or which it will submit to the State Entity in the future relating to the Grant or the disbursement of any of the Grant is and will be true and correct.

E. It is not in violation of any provisions of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, the Facility, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

F. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

G. The contemplated use of the Real Property and, if applicable, the Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

H. The Project was, or will be, completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

I. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

J. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been, or will be, obtained.

K. It will operate, maintain, and manage the Real Property and, if applicable, the Facility in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, the Facility.

L. It has, or will acquire, the following interest in the Real Property and, if applicable, the Facility, and, in addition, will possess all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

Fee simple ownership of the Real Property.

A Real Property/Facility Lease for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

An easement for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

Fee simple ownership of the Facility.

A Real Property/Facility Lease for the Facility, in form and substance

acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Not applicable because there is no Facility.

and such interests are or will be subject only to those easements, covenants, conditions and restrictions that will not materially interfere with the completion of the Project and the intended operation and use of the Real Property and, if applicable, the Facility, or those easements, covenants, conditions and restrictions which are specifically consented to, in writing, by the State Entity.

M. It will fully enforce the terms and conditions contained in any Use Contract.

N. It has complied with the matching funds requirement, if any, contained in Section 5.23.

O. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Grant to complete and fully pay for the Project.

P. The Project will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and will be situated entirely on the Real Property.

Q. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its conduct of work on the Project.

R. It will not allow any lien or encumbrance that is prior and superior to the Declaration to be created on or imposed upon the Real Property, whether such lien or encumbrance is voluntary or involuntary and including but not limited to a mechanic's lien or a mortgage lien, without the prior written consent of the State Entity.

S. It will furnish to the State Entity as soon as possible and in any event within 7 calendar days after the Grant Recipient has obtained knowledge of the occurrence of each Event of Default, or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default, or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default, and the action which the Grant Recipient proposes to take with respect thereto.

T. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested in writing by either the State Entity or the Commissioner of Management and Budget.

Section 2.05 Event(s) of Default. The following events shall, unless waived in writing by the State Entity, constitute an Event of Default under this Agreement upon the State Entity giving the Grant Recipient 30 days written notice of such event, and the Grant Recipient's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Grant Recipient is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months. Notwithstanding the foregoing, any of the following events that cannot be cured shall, unless waived in writing by the State Entity, constitute an Event of Default under this Agreement immediately upon the State Entity giving the Grant Recipient written notice of such event.

A. If any representation, covenant, or warranty made by the Grant Recipient herein, in any Draw Requisition, or in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to make any Advance, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Grant Recipient fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

Section 2.06 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of Management and Budget may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Grant; provided, however, the State Entity may make Advances after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. The Commissioner of Management and Budget, as a third party beneficiary of this Agreement, may demand that the portion of the Grant already disbursed to the Grant Recipient be returned to it, and upon such demand the Grant Recipient shall return such portion to the Commissioner of Management and Budget.

C. Either the State Entity or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of Management and Budget would otherwise possess.

If the Grant Recipient does not repay any portion of the amount specified in Section 2.06.B within 30 days of demand by either the State Entity or the Commissioner of Management and Budget, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Grant Recipient is entitled to receive from the State of Minnesota.

Section 2.07 Notification of Event of Default. The Grant Recipient shall furnish to both the State Entity and the Commissioner of Management and Budget, as soon as possible and in any event within 7 calendar days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Grant Recipient proposes to take with respect thereto.

Section 2.08 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the purpose set forth in Section 2.03 after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the State Entity shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.09 Modification and/or Early Termination of Grant. If the Project is not started on or before 12/31/2016, or such later date to which the Grant Recipient and the State Entity may agree in writing, then, the State Entity's obligation to fund the Grant shall terminate, and, in such event, (i) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (ii) if some but not all of the Grant has been disbursed by such date then the State shall have no further obligation to provide any additional funding for the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

In addition, if all of the Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, then the State Entity's obligation to continue to fund the Grant shall terminate, and, in such event, (y) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (z) if some but not all of the Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding under the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon (a) the termination of the Grant Recipient's leasehold or easement interest in the Real Property in accordance with the terms of such lease or easement, or (b) the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.02 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of Management and Budget in compliance with the provisions contained in Section 3.03. Upon such termination the State Entity shall execute and deliver to the Grant Recipient such documents as are required to release the Real Property and, if applicable, the Facility, from the effect of the Declaration.

In the event that the legislation that authorized the Grant is amended to increase or reduce the amount of the Grant or in any other way, then this Agreement shall be deemed to have been automatically modified in accordance with such amendment and the amount of the Grant shall also be automatically modified in accordance with such amendment.

Section 2.10 Effect of Event of Default. If an Event of Default occurs and the Grant Recipient is required to and does return the amount specified in Section 2.06.B to the Commissioner of Management and Budget, then the following shall occur.

A. This Agreement shall survive and remain in full force and effect.

B. The amount returned by the Grant Recipient shall be credited against any amount that shall be due to the Commissioner of Management and Budget under Section 3.03 and against any amount that becomes due and payable because of any other Event of Default.

Section 2.11 Excess Funds. If the full amount of the Grant and any matching funds referred to in Section 5.23 are not needed to complete the Project, then, unless language in the legislation that authorized the Grant indicates otherwise, the Grant shall be reduced by the amount not needed.

Article III USE AND SALE

Section 3.01 Use Contracts. Each and every Use Contract that the Grant Recipient enters into must comply with the following requirements:

A. The purpose for which the Use Contract was entered into must be a governmental purpose.

B. It must contain a provision setting forth the statutory authority under which the Grant Recipient is entering into the Use Contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that the Use Contract is being entered into in order to carry out the purpose for which the Grant was allocated, and must recite the purpose.

D. It must be for a term, including any renewals that are solely at the option of the Usee, that is, if applicable, substantially less than the useful life of the structures and improvements that make up the Facility, but may allow for renewals beyond the original term upon a determination by the Grant Recipient that the use continues to carry out the specific purpose for which the Grant was allocated. A term that is equal to or shorter than 50% of the useful life of the structures and improvements that make up the Facility will meet the requirement that it be for a time period that is substantially shorter than the useful life of such structures and improvements.

E. It must allow for termination by the Grant Recipient in the event of a default thereunder by the Usee, or in the event that the specific purpose for which the Grant was allocated is terminated or changed.

F. It must require the Usee to pay all costs of operation and maintenance of the Real Property and, if applicable, the Facility, unless the Grant Recipient is authorized by law to pay such costs and agrees to pay such costs.

G. If the amount of the Grant exceeds \$200,000.00, then it must contain a provision requiring the Usee to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, Subd. 1, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

Section 3.02 Sale. The Grant Recipient shall not sell any part of its ownership interest in the Real Property or, if applicable, the Facility unless all of the following provisions have been complied with fully.

A. The sale is made as authorized by law.

B. The sale is for Fair Market Value.

C. Written notice of such proposed sale has been supplied to both the State Entity and the Commissioner of Management and Budget at least 30 days prior thereto.

The acquisition of the Grant Recipient's interest in the Real Property and, if applicable, the Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation of thereof, by a lender that has provided monies for the acquisition of the Grant Recipient's interest in or betterment of the Real Property and, if applicable, the Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, the Facility in a manner which is not inconsistent with the program specified in Section 2.03 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, the Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 3.03.

Section 3.03 Proceeds of a Sale. Upon the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility the net proceeds thereof shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of Management and Budget in an amount equal to the amount of the Grant actually disbursed, and if the amount of such net proceeds shall be less than the amount of the Grant actually disbursed then all of such net proceeds shall be distributed to the Commissioner of Management and Budget.

B. The remaining portion, after the distribution specified in Section 3.03.A, shall be distributed to pay in full any outstanding public or private debt incurred to acquire the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facility in the order of priority of such debt.

C. Any remaining portion, after the distributions specified in Sections 3.03A and B, shall be divided and distributed in proportion to the shares contributed to the acquisition of the

Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facilities by public and private entities, including the State Entity but not including any private entity that has been paid in full, that supplied funds in either real monies or like-kind contributions for such acquisition and betterment, and the State Entity's distribution shall be made to the Commissioner of Management and Budget. Such public and private entities may agree amongst themselves as to any redistribution of such distributed funds.

The Grant Recipient shall not be required to pay or reimburse the State Entity for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Grant actually disbursed.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 Advances will not be provided under this agreement.

Section 4.02 Draw Requisitions. Whenever the Public Entity desires a reimbursement of eligible costs of the Grant, which shall be no more often than twice each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition shall be submitted on the date required based on the payment calendar provided by the state. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage.

Notwithstanding anything herein to the contrary, no advances for materials stored on or off the Real Property will be made by the State Entity.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date funds are desired the Public Entity has complied with all requirements of this Agreement, then the State Entity shall disburse the amount requested to the Public Entity.

Section 4.03 Additional Funds from Borrower. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Grant plus the amount of all other funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, then the State Entity may send written notice thereof to the Grant Recipient specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Grant Recipient agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 4.04 Conditions Precedent to Any Advance. The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the maximum amount of the Grant set forth in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Grant Recipient has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Grant Recipient.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Grant Recipient has sufficient funds to fully and completely pay for the entire Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Grant Recipient is in compliance with the matching funds requirements, if any, contained in Section 5.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Grant Recipient currently possesses or will use the Grant to acquire the ownership interest delineated in Section 2.04.L.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, the Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and have been duly approved by the applicable municipal or governmental authorities having jurisdiction.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the completion of the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, the Facility to be operated in the manner specified in Section 2.03.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Grant Recipient has the ability and a plan to fund the program which will be operated on the Real Property and, if applicable, in the Facility.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Construction Contract Documents are in place and are fully and completely enforceable.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Project substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Project or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents which name the State Entity and the Grant Recipient dual obligees thereunder, or such other evidence as may be acceptable to the Grant Recipient and the State Entity.

N. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the policies of insurance required under Section 5.01 are in full force and effect.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 5.10 and all additional applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 5.10.B has been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 5.10.C have

received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have been notified pursuant to Section 5.10.G.

P. No determination shall have been made by the State Entity that the amount of funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, or if such a determination has been made and notice thereof sent to the Grant Recipient then the Grant Recipient has supplied or has caused some other entity to supply the necessary funds in accordance with Section 4.03, or to provide evidence acceptable to the State Entity that sufficient funds are available.

Q. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

R. The Grant Recipient has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 4.05 Construction Inspections. The Grant Recipient and the Architect, if any, shall be responsible for making their own inspections and observations of the Project, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the applicable contracts with such Contractors. If any work done or materials supplied by a Contractor are not satisfactory to the Grant Recipient and the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Grant Recipient shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer may conduct such inspections of the Project as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer are made and all certificates issued by the Inspecting Engineer will be issued solely for the benefit and protection of the State Entity, and the Grant Recipient will not rely thereon.

Article V MISCELLANEOUS

Section 5.01 Insurance. If the Grant Recipient elects to maintain general comprehensive liability insurance regarding the Real Property and Facility, if such exists, then the Grant Recipient shall have the State Entity named as an additional named insured therein.

At the written request of either the State Entity or the Commissioner of Management and Budget, the Grant Recipient shall promptly furnish thereto all written notices and all paid premium receipts received by the Grant Recipient regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

Section 5.02 Condemnation. If all or any portion of the Real Property and, if applicable, the Facility is condemned to an extent that the Grant Recipient can no longer comply with the provisions contained in Section 2.03, then the Grant Recipient shall, at its sole option and discretion,

either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Grant Recipient to continue to comply with the provisions contained in Section 2.03 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.02. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 3.03 as if the Grant Recipient's interest in the Real Property and, if applicable, the Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.03 upon the ultimate sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility. If the Grant Recipient elects to sell its interest in the portion of the Real Property and, if applicable, the Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.03, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Grant Recipient.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Grant Recipient all of such condemnation awards or proceeds it receives so that the Grant Recipient can comply with the requirements which this Section 5.02 imposes upon the Grant Recipient as to the use of such condemnation awards or proceeds.

Section 5.03. Use, Maintenance, Repair and Alterations. The Grant Recipient shall not, without the written consent of the State Entity, permit or suffer the use of any of the Real Property and, if applicable, the Facility, for any purpose other than the use for which the same is intended as of the effective date of this Agreement.

Section 5.04 Records Keeping and Reporting. The Grant Recipient shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the completion of the Project and operation of the Real Property and, if applicable, the Facility, and compliance with the requirements contained in this Agreement, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of its books, records, papers, or other documents relevant to the Grant. The Grant Recipient shall use or cause the entity which is maintaining such books and records to use generally accepted accounting principles in the maintenance of such books and records, and shall retain or cause to be retained all of such books, records, documents and other evidence for a period of 6 years from the date that the Project is fully completed and placed into operation.

Section 5.05 Inspection of Facility After Completion. Upon reasonable request by the State Entity the Grant Recipient shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, the Facility to allow, the State Entity to inspect the Real Property and, if applicable, the Facility.

Section 5.06 Data Practices. The Grant Recipient agrees with respect to any data that it possesses regarding the Grant, the Project, or the Real Property and, if applicable, the Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data

Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 5.07 Non-Discrimination. The Grant Recipient agrees to not engage in discriminatory employment practices in the completion of the Project, or operation or management of the Real Property and, if applicable, the Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Minn. Stat. Chapters 363A and 181 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 5.08 Workers' Compensation. The Grant Recipient agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, Subd. 2 and 176.182 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, with respect to the completion of the Project, and the operation or management of the Real Property and, if applicable, the Facility.

Section 5.09 Antitrust Claims. The Grant Recipient hereby assigns to the State Entity and the Commissioner of Management and Budget all claims it may have for over charges as to goods or services provided in its completion of the Project, and operation or management of the Real Property and, if applicable, the Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.10 Review of Plans and Cost Estimates. The Grant Recipient agrees to comply with all applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Grant Recipient and the State Entity agree to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Grant Recipient shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Grant Recipient shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Grant Recipient shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority

Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Grant Recipient must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 5.10.C.

E. The program plan and cost estimates referred to in Section 5.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 5.10.B and the program plan and cost estimates referred to in Section 5.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Grant Recipient shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) completed in accordance with the program plan and cost estimates referred to in Section 5.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 5.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 5.10.C.

Provided, however, the provisions and requirements contained in this Section 5.10 only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 5.11 Prevailing Wages. The Grant Recipient agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the Real Property and, if applicable, Facility as intended by the Minnesota Legislature. By agreeing to this provision, the Grant Recipient is not acknowledging or agreeing that the cited provisions apply to the Project or to the operation of the Real Property and, if applicable, Facility.

Section 5.12 Liability. The Grant Recipient and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of both the State Entity and the Commissioner of Management and Budget is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Grant Recipient is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Grant Recipient, including but not limited to the indemnification provided under Section 5.13, is governed by the provisions contained in such Chapter 466.

Section 5.13 Indemnification by the Grant Recipient. The Grant Recipient shall bear all loss, expense (including attorneys’ fees), and damage in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, whether or not due to any act of omission or commission, including negligence of the Grant Recipient or any Contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their employees, servants or agents.

The Grant Recipient further agrees to indemnify, save, and hold the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Grant Recipient, its officers, employees, or agents, or by any User, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 5.06.

The Grant Recipient’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Grant Recipient, or subject to any exclusions from coverage in any insurance policy.

Section 5.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grant Recipient, the State Entity, or the Commissioner of Management

and Budget, nor shall the Grant Recipient be considered or deemed to be an agent, representative, or employee of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota in the performance of this Agreement, the completion of the Project, or operation of the Real Property and, if applicable, the Facility.

The Grant Recipient represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the completion of the Project and the operation and maintenance of the Real Property and, if applicable, the Facility. All personnel of the Grant Recipient or other persons while engaging in the performance of this Agreement, the completion of the Project, or the operation and maintenance of the Real Property and, if applicable, the Facility shall not have any contractual relationship with either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grant Recipient, its officers, agents, contractors, or employees shall in no way be the responsibility of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Grant Recipient at:

City of Cambridge
300 3rd Ave. NE,
Cambridge, MN 55008
Attention: Marlys A. Palmer, or successor

To the State Entity at:

Department of Employment and Economic Development
1st National Bank Building, 332 Minnesota Street, Suite E200
St. Paul, MN 55101-1351
Attention: Hillary Jasicki, or successor

To the Commissioner of Management and Budget at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner of Management and Budget

Section 5.16 Binding Effect and Assignment or Modification. This Agreement and the Declaration shall be binding upon and inure to the benefit of the Grant Recipient and the State Entity, and their respective successors and assigns. Provided, however, that neither the Grant Recipient nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Grant Recipient or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 5.17 Waiver. Neither the failure by the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, in any one or more instances, to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.18 Entire Agreement. This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Grant Recipient and the State Entity, and there are no other agreements, either oral or written, between the Grant Recipient and the State Entity on the subject matter hereof.

Section 5.19 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 5.20 Severability. If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.21 Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.

Section 5.22 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 5.23 Matching Funds. The Grant Recipient must obtain and supply the following matching funds, if any, for the completion of the Project:

\$0.

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to complete or pay for the Project. The Grant Recipient shall supply to the Commissioner of Management and Budget whatever documentation the Commissioner of Management and Budget may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of Management and Budget.

Section 5.24 Source and Use of Funds. The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Grant Recipient, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Grant Recipient must provide to the State Entity and the Commissioner of Management and Budget a detailed description of such conditions and what is being done to satisfy such conditions.

The Grant Recipient shall also supply whatever other information and documentation that the State Entity or the Commissioner of Management and Budget may request to support or explain any of the information contained in **Attachment III**.

The value of the Grant Recipient's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the legislation that authorized the Grant, be provided by either the Grant Recipient or a Usee under a Use Contract.

Section 5.25 Project Completion Schedule. The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 5.26 Third-Party Beneficiary. The public program to be operated in conjunction with the Real Property and, if applicable, the Facility will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of Management and Budget, is and shall be a third-party beneficiary of this Agreement.

Section 5.27 Applicability to Real Property and Facility. This Agreement applies to the Grant Recipient's interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing before the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Grant Recipient's interest in the Real Property.

Section 5.28 E-Verification. The Grant Recipient agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 5.29 Jobs Reporting Requirements. Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Grant Recipient shall collect, maintain and, upon completion of the Project, provide the information indicated in **Attachment V** of this Agreement, to the Commissioner of Management and Budget. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

Section 5.30 Additional Requirements. The Grant Recipient and the State Entity agree to comply with the following additional requirements.

American-Made Steel. Minnesota Laws 2014, Chapter 295, Section 21 (the "Act"), requires public entities receiving an appropriation of public money for a project in that Act to ensure those facilities are built with American-made steel, to the extent practicable. The Grant Recipient shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

IN TESTIMONY HEREOF, the Grant Recipient and the State Entity have executed this General Fund Grant Agreement – Construction Grant for the Cambridge Trunk Highway 95 Improvements BDPI Project on the day and date indicated immediately below their respective signatures.

GRANT RECIPIENT:

City of Cambridge,
a home rule charter city

By: Marlys A. Palmer, or successor

Its: Mayor

And: _____

Its: _____

Dated: _____, _____

STATE ENTITY:

Department of Employment and Economic Development,

By: Kevin McKinnon

Its: Deputy Commissioner

Dated: _____, _____

STATE ENTITY:

Department of Employment and Economic Development-
Encumbrance Verification

By: 

Michael Meyer

Its: Contract Coordinator

Dated: PO#3-223092 09/16/2015 9112

**Attachment I to Grant Agreement
DECLARATION**

The undersigned has the following interest in the real property legally described in **Exhibit A** attached hereto and all facilities situated thereon (the "Restricted Property"):

(Check the appropriate box.)

- a fee simple title,
- a lease, or
- an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is subject to those provisions, requirements, restrictions, and encumbrances contained in the "General Fund Grant Agreement Construction Grant for the Trunk Highway 95 Improvement BDPI Project" dated June 13, 2015, between the City of Cambridge and the Department of Employment and Economic Development. The Restricted Property shall remain subject to such provisions, requirements, restrictions, and encumbrances until it is released therefrom by a written release in recordable form signed by the Commissioner of the Department of Employment and Economic Development, and such written release is recorded in the real estate records relating to the Restricted Property.

(SIGNATURE BLOCK AND ACKNOWLEDGMENT)

This Declaration was drafted by:

(Name and address of individual
who drafted the Declaration.)

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

**Attachment II to Grant Agreement
LEGAL DESCRIPTION**

**Attachment IV to Grant Agreement
PROJECT COMPLETION SCHEDULE**

**Attachment V to Grant Agreement
JOBS REPORTING**

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, State Entity is required to report the number of jobs created or retained by the Project. To enable State Entity to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Grant Recipient is required to report the number of jobs created or retained by the Project to State Entity as set forth below.

(b) The Grant Recipient shall require all of its contractors to report the information below to the Grant Recipient. The Grant Recipient shall then report to State Entity. Information can be recorded by State Entity in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

- (1) The name of the Project.
- (2) The State Entity's contract number, if applicable.
- (3) Reporting period. The appropriate biennium is to be selected.
- (4) The Agency Number. This will complete the next column with Agency Name.
- (5) Legal Citation for the Authorization.
- (6) Department ID responsible for the Project.
- (7) The Appropriation for the Project.
- (8) The Appropriation Amount.
- (9) Project Start Date.
- (10) Project Completion Date.
- (11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
- (12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
- (13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
- (14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.
 - (i) less than \$10.00,
 - (ii) \$10.01 to \$15.00,
 - (iii) \$15.01 to \$20.00,
 - (iv) \$20.01 to \$25.00,
 - (v) \$25.01 to \$30.00,
 - (vi) \$30.01 to \$35.00,
 - (vii) \$35.01 to \$40.00, or
 - (viii) more than \$40.00.

(15) Jobs.

- a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A “job created” is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A “job retained” means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.
- b. Jobs should be expressed in “full-time equivalents” (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual’s employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.
- c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Grant Recipient must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Grant Recipient must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Grantee should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to State Entity.

Todd Schwab

The City of Cambridge is required under Minnesota Rules parts 4720.5100 to 4720.5590 to have in place a Wellhead Protection Plan. The goal of the Plan is to prevent human derived contaminants from entering the ground water that is used by the City of Cambridge to supply water to residents. The original plan was developed and approved in 2006, and under the rule the plan is scheduled to be updated by and approved by the Department of Health by February 27, 2018. The rule is written this way so that municipalities can add new wells that were dilled after the original plan was developed.

The plan is split into two parts, some of the components of each part are as follows:

Part I - Documentation

- Delineation of a Wellhead Protection Area.
- Delineation of a Drinking Water Supply Management area (DWSMA).
- Assessment of well and aquifer vulnerability related to these areas for primary water supply wells used by the City of Cambridge.

Part II – Plan Development

- Develop goals and objectives.
- Develop a plan of action.
- Develop an evaluation plan.
- Develop a contingency plan.

City and SEH staff met with the Department of Health in at a scoping meeting in March, and a schedule was developed as a result of that meeting. The schedule issued by the health Department is very detailed and the work has to start as soon as possible in order to meet the 2018 deadline. SEH has provided a proposal to assist in the preparation of the updated Wellhead Protection Plan. The cost to perform these services would be not to exceed a maximum of \$36,500. The services will be paid for over a two year period out of the Water Utility Budget.

Recommendation

Except the proposal from SEH in the amount of \$36,500 to provide consulting services for amending the Cambridge Wellhead Protection Plan.

Proposal included



Building a Better World
for All of Us®

October 5, 2015

RE: City of Cambridge, Minnesota
Wellhead Protection Plan

Mr. Todd Schwab
Public Works - Utility Director
City of Cambridge
300 3rd Avenue NE
Cambridge, MN 55008

Dear Todd:

Thank you for considering Short Elliott Hendrickson Inc. (SEH®) to provide consulting services for amending the City of Cambridge Wellhead Protection Plan (WHPP), Part I and Part II (hereafter "Project"). SEH has reviewed the MDH Scoping Decision Notice No. 1 that details the data elements needed to complete the Project based on information pertaining to wells, hydrogeological setting, and aquifer vulnerability known at the time of the scoping meeting.

GOALS/OBJECTIVES

Part I of the WHPP will document:

1. Delineation of a wellhead protection area.
2. Delineation of a drinking water supply management area (DWSMA).
3. Assessment of well and aquifer vulnerability related to these areas for the primary waters supply wells used by the City of Cambridge.

Part II, which is the creation of the WHPP itself, will include developing goals, objectives, plan of action, evaluation program and contingency plan. It will also include conducting a potential contaminant source inventory (PCSI) and developing relevant management strategies based on the vulnerability of the DWSMA are elements of the WHPP. We will work with the WHPP team in Part II. The overall goal of this work is meeting the wellhead protection requirements of Minnesota Rules parts 4720.5100 to 4720.5590.

SCOPE OF WORK

The Project will be completed in accordance with the MDH wellhead protection program design and will include the following tasks.

Task1 - Assemble and Assess Necessary Data

1. Data for the following categories will be compiled in accordance with MDH Scoping Decision Notice No. 1: physical environment, land use, water quantity, and water quality.
2. Only data identified in the Scoping Decision Notice No. 1 will be submitted to MDH during reporting.
3. SEH staff will meet with City staff to review available data. The City of Cambridge shall provide the following items to SEH:
 - a. Review of data in Tables 1 and 2, MDH Scoping Decision Notice No. 1.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

- b. Records of any well construction or reconstruction including records of geologic materials encountered, borehole geophysical records, and geophysical studies; records of well maintenance and use including monthly water levels measurements.
- c. Production test information for Well 8 and any other aquifer test and/or specific capacity information for wells, as obtained during well construction, maintenance, or repair.
- d. GIS format city and county parcel information and any city boundary changes.
- e. Private well records, soil boring reports, geophysical studies, or water level measurements not already available to MDH.
- f. Records of any leaks/contamination sites.
- g. Water chemistry data that has not been made available to MDH.
- h. Groundwater tracer study reports.
- i. Area high capacity well data, for wells that may not be permitted.
- j. Any conflicts over water use with which the City has been involved.

Task 2 - Delineate Wellhead Protection Area (WHPA)

We will assess available data and consider the following factors, to make the delineation: Time of travel, flow boundaries, daily volume, groundwater flow field, and aquifer transmissivity.

After assembling data and scoping the delineation method, and submitting an aquifer test plan (if required by MDH) SEH staff will conduct a predelineation meeting with City of Cambridge staff and MDH to discuss delineation criteria, conceptual model, and WHPA delineation method. This meeting may be held as a teleconference.

We will then perform the WHPA and DWSMA based on time of travel of one and ten years, including surface water drainage in the upgradient direction of groundwater flow that may recharge the unconfined aquifer utilized by the City's wells, and using boundary conditions as per Minnesota Rules 4720.5100, sub. 13.

Task 3 - Conduct Vulnerability Assessment

SEH will conduct the aquifer vulnerability assessment in accordance with Minnesota Rules 4720.5210 for each well and aquifer in the DWSMAs delineated. We will review MDH well vulnerability assessment for phasing a new well into the wellhead protection program and recommend revision, if necessary. We will also consider geologic data and groundwater chemistry in conducting the vulnerability assessment.

Task 4 - Delineation/Vulnerability Reporting

1. A draft report will be prepared and submitted to MDH to satisfy the wellhead protection reporting requirements for WHPA delineations and vulnerability assessments (Minnesota Rule 4720.5330) and will include:
 - a. Data elements considered in conducting the delineations and assessments.
 - b. Technical approach used to make the analysis.
 - c. Hydrogeologic setting used to characterize the aquifer throughout the DWSMA.
 - d. Delineation criteria, method, and results.
 - e. Data collected and used.
 - f. Electronic data input and output files for MLAEM model.
 - g. Vulnerability assessment supporting documents: maps, diagrams, reports, studies.

- h. Geographic information will be presented in electronic form (ARC/INFO or ARCVIEW) using UTM, Zone 15, north-meters (NAD 83 Datum).
 - i. The draft report will be submitted as electronic (PDF) format to the City of Cambridge and MDH.
 2. Review period: A 30 day review period will be provided for the City of Cambridge and MDH to review the draft report. SEH will accept comments or revisions from MDH one time only.
 3. Final report: A PDF and three hard copies of the report will be provided to the City of Cambridge. A PDF will be provided to MDH. Both Cambridge and MDH will receive an electronic copy of data and model files as indicated in the RFP.
 4. Project Work Products: As identified in the RFP, model input sets and supporting data files will be provided electronically.

Task 5 – Part I Meetings and Notifications

1. Data review meeting: SEH staff will meet with you to review and assemble existing data, as described in Task 1 (2 hours).
2. We will conduct the pre-delineation meeting as described in Task 2 (2 hours).
3. SEH staff will attend up to two additional meetings with City staff, and have assumed these meetings at 2 hours each.

Task 6 – Wellhead Protection Management Plan (Part II)

1. After Part I is completed, we anticipate that MDH will meet with the City to scope the second part, the actual wellhead protection management plan, development. SEH will attend the scoping meeting.
2. **Management Plan Elements**
 - a. Required Data Elements and Assessment. SEH will collect and assess required data elements as identified by the MDH in the Scoping 2 Decision Notice.

We will utilize data and results of the wellhead protection area delineation, DWSMA delineation, and well and drinking water supply management area vulnerability assessments in the Part 1 WHPP as appropriate in preparing the wellhead protection management plan.

This task includes reviewing and analyzing the following information in determining managing strategies for the DWSMAs: physical environment (precipitation, geology, soils, and water resources), historical, current, and future land uses, surface water and groundwater quantities, and surface water and groundwater quality.

- b. Identification of the Impact of Expected Changes to Land and Water Resources on the Public. We will identify and describe expected changes, for a ten year horizon, to the physical environment, land use, surface water and groundwater that may impact the Cambridge water supply wells, in order to determine whether there is potential for new contamination sources to be introduced and develop a strategy to deal with such changes.
 - c. Identify Issues, Problems and Opportunities. The analysis of water and land use issues, problems and opportunities will consider the aquifer, well water, and DWSMA. We will conduct a Potential Contaminant Source Inventory (PCSI) base on the DWSMA.

This task includes conducting a search for sites and wells, within the DWSMA, that may potentially impact the aquifer used for public water supplies. SEH will research databases as per the Scoping 2 Decision Notice to identify and locate sites on local, state, and federal records that handle hazardous wastes/substances or have documented soil and/or groundwater contamination. In addition, SEH will utilize the Minnesota County Well Index to identify and locate wells that could pose a threat to the aquifer.

A meeting will be held with the designated Wellhead Protection Team to refine the database and

identify additional potential threats to the water supply within the DWSMA. We will use a PCSI reporting format that is approved by MDH and utilize county land parcel identification numbers to label and accurately locate all data points.

- d. Develop Goals, Objectives and a Plan of Action. We will work with the wellhead protection team to:
 - (1) Establish goals for present and future water and land use, creating a framework for determining plan objectives and related actions.
 - (2) Identify effective measures to protect wells from contamination.
 - (3) Develop a plan of action that includes:
 - (a) Addressing problems and opportunities identified in the WHPP.
 - (b) Identify proposed changes in well construction, maintenance and water use.
 - (c) Lay out a timeline for action implementation.
 - (d) Present and prioritize wellhead protection measures to be used.
 - (e) Identify responsible parties for implementing wellhead protection measures.
- e. Identify a Strategy to Evaluate the Effectiveness of Wellhead Protection Measures. SEH will identify, in the WHPP, a strategy for evaluating plan of action progress and documenting implementation measures.
- f. Prepare a Contingency Strategy for Alternate Water Supply. The plan will include a contingency strategy to address water system failure due to contamination or mechanical failure.

3. Local Review and Public Hearing Requirements

- a. SEH will submit the WHPP to local units of government for comment, and after a 60-day review period we will revise the report as directed by the City of Cambridge.
- b. SEH staff will attend the public hearing that is required prior to WHPP submittal to MDH.

4. PCSI and WHP Management Reporting/Deliverables

SEH will prepare and submit a draft report to MDH that include detailed descriptions of the following WHPP components:

- a. Which data elements were considered in conducting the potential contaminant source inventory (PCSI) and how the inventory was conducted.
- b. What impacts may be expected on the water supply as a result of changes in land and water uses.
- c. Issues, problems, and opportunities.
- d. Goals, objectives, and action strategies.
- e. How progress of the plan of action, and documenting the implementation of WHP plan measures will be completed.
- f. Contingency strategies for alternate water supplies.
- g. Procedures that the water supplier followed to provide local review and public hearing requirements.
- h. Identification of the method used for conducting the PCSI.
- i. A summary of the geologic conditions throughout the DWSMA, from the land surface to the aquifer.
- j. Data elements collected and used as stated in the MDH Second Scoping Notice.
- k. Maps, diagrams, reports, studies, and data used to conduct the PCSI.
- l. For the draft report, one electronic copy on CD will be submitted to the City.

- m. After review and comment, we will revise the draft report and a final report will be published. A PDF and three hard copies of the final report will be submitted to the City for your distribution. Electronic files of the maps and databases assembled for the project will also be submitted to the City and MDH with the final report.
- n. For both draft and final report forms, all geographic information will be presented in electronic form, using ESRI ArcMap formats in UTM Zone 15 meters (NAD 83) for electronic forms of geographic information.

5. Meetings

- a. SEH staff will attend the Part II scoping meeting with MDH.
- b. Following scoping of Part II, SEH will meet with the Wellhead Protection Team for a kick-off meeting.
- c. We have planned for two additional in person meetings with the Wellhead Protection Team. Additional informal meetings may be held, as phone conferences or web-based communication such as Skype.
- d. As indicated above, we will also attend the public hearing.

SCHEDULE AND COST

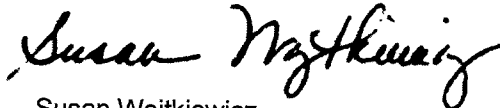
We propose to perform these services on an hourly basis for an estimated maximum fee of \$36,500. Services will be performed in accordance with the General Agreement for Engineering Services between the City and SEH. We will invoice the City on the basis of actual hours spent at current billing rates plus the actual cost of reimbursable expenses up to the maximum fee amount. Any additional services requested by the City will be invoiced on the basis of actual hours spent at current billing rates plus the actual cost of reimbursable expenses. All services will be invoiced for monthly.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Todd M. Blank, PE
Principal



Susan Wojtkiewicz
Project Manager

ah

s:\aetl\cambr\common\whp\wellhead protection plan 2015 proposal.docx

City of Cambridge

Accepted this ____ day of _____, 2015

By: _____

Title: _____

5A

Presentation from Keshika De Saram University of
MN Student on Cambridge Design Opportunities

October 19, 2015

Author: Stan Gustafson, Economic Development Director

BACKGROUND

Over the summer staff has worked with Keshika De Saram (U of M Student) with information about Cambridge and he created a very nice report of Cambridge. The main purpose of his research work and report was to have this available for the proposed MN Design Team visit for the spring of 2016. At the end of the report Keshika has provided some focus point for the MN Design Team to look at.

2016 Street Improvements Public Improvement Hearing and Assessment Hearing**BACKGROUND**

On July 20, 2015, the City Council initiated the 2016 Street Improvements and directed SEH to conduct a feasibility study and prepare a report on the improvements. This has been completed. This report was presented to the City Council on September 21, 2015 and an improvement hearing and assessment hearing were ordered to be held on October 19, 2015.

The 2016 Street Improvements are included in the City's Capital Improvement Program which is annually updated. The project consists of reconstructing the streets and underground utilities located on S. Cleveland Street from 2nd Ave. SE to 11th Ave. SE, S. Fillmore Street from 2nd Ave. SE to 3rd Ave. SE, 3rd Avenue SE from S. Cleveland St. to S. Garfield St., and N. McKinley Street from Highway 95 to 2nd Ave. NE.

The total estimated project cost is \$4,049,600. The proposed project funding consists of various City funds (approximately 80%) and special assessments (approximately 20%) to the adjacent properties that benefit from the improvements. The City portion is proposed to be funded by sanitary sewer/water main/storm water utility funds, municipal state aid funding from MnDOT, and tax levy bonds. The special assessments are consistent with past practice and policy and have been reviewed by City staff along with the City's appraiser. All properties in this project are zoned commercial or industrial, and due to the large size of the parcels each assessment was reviewed individually to determine the final assessment.

In accordance with State Statutes, a public improvement hearing and an assessment hearing must be held by the City to allow the affected property owners the opportunity to address any project-related and assessment-related concerns respectively. These hearings are being held on the same date, with the improvement hearing being held first and then the assessment hearing held immediately following the improvement hearing.

This is being proposed so the assessments can be adopted prior to awarding a contract. This can be done since the assessments are based upon fixed rates and will not fluctuate due to the actual construction cost. This will give the Council and staff the opportunity to know of any assessment objections prior to awarding a construction contract. If adopted, the assessments will be due for payment by October 15, 2016 and if not paid by then, they will be certified to Isanti County to be included with property tax payments starting in May of 2017.

At the improvement hearing, a presentation will be given by the City Engineer, explaining the proposed improvements, costs, and funding. The City Council may then open up discussion to hear testimony from property owners regarding the improvements. Upon hearing any testimony, the City Council should then decide whether or not to order the proposed improvements. In order to remain on schedule for beginning construction in May of 2016, the next step is to prepare construction plans and specifications. A proposal from SEH for these engineering services is attached.

At the assessment hearing, a presentation will also be given by the City Engineer, explaining the proposed special assessments. The City Council may then open up discussion to hear testimony from property owners regarding the assessments. Upon hearing any testimony, the City Council should then decide whether or not to adopt the final assessments for the project.

COUNCIL ACTION

1. Motion to adopt Resolution Ordering 2016 Street Improvements and Preparation of Plans.
2. Motion to accept SEH proposal for preparing plans and specifications and assisting with bidding.
3. Motion to adopt Resolution Adopting 2016 Street Improvements Final Assessments.

ATTACHMENTS

1. Resolution Ordering 2016 Street Improvements and Preparation of Plans.
2. Proposal from SEH for final design, plans and specifications, and bidding services.
3. Resolution Adopting Final Assessments.
4. Copy of the Final Assessment Roll.

RESOLUTION NO. R15-064
***Resolution Ordering Improvement and Preparation of Plans
for the 2016 Street Improvements***

WHEREAS, a resolution of the Cambridge City Council adopted September 21, 2015, fixed a date for a Council hearing on the proposed improvement of South Cleveland Street from 2nd Ave. SE to 11th Ave. SE, South Fillmore Street from 2nd Ave. SE to 3rd Ave. SE, 3rd Avenue SE from S. Cleveland St. to S. Garfield St., and North McKinley Street from Highway 95 to 2nd Ave. NE;; by street, curb and gutter, sanitary sewer, water main, storm sewer, sidewalk, and street lighting improvements, and

WHEREAS, ten days mailed notice and two weeks published notice of the hearing was given, and the hearing held thereon on the 19th day of October, 2015, at which all persons desiring to be heard were given an opportunity to be heard thereon,

NOW, THEREFORE BE IT RESOLVED by the City Council of Cambridge, Minnesota:

1. Such improvements are necessary, cost-effective, and feasible as detailed in the feasibility report dated September 21, 2015.
2. Such improvement is hereby ordered as proposed in this resolution.
3. Short Elliott Hendrickson, Inc. is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvements.
4. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of the tax exempt bond.
5. The Council determines this project has no relationship to the City's comprehensive plan, and hereby waives any requirement for Planning Commission review.

Adopted this 19th day of October, 2015.

Mayor Marlys A. Palmer

ATTEST:

City Administrator Lynda J. Woulfe

Resolution No. R15-065
Resolution Adopting Assessments
for the 2016 Street Improvements

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessments for the street, curb and gutter, sidewalk, sanitary sewer, water main, storm sewer and street lighting improvements on South Cleveland Street from 2nd Ave. SE to 11th Ave. SE, South Fillmore Street from 2nd Ave. SE to 3rd Ave. SE, 3rd Avenue SE from S. Cleveland St. to S. Garfield St., and North McKinley Street from Highway 95 to 2nd Ave. NE;

NOW THEREFORE, BE IT RESOLVED by the City Council of Cambridge Minnesota:

1. The proposed assessments, a copy of which are attached hereto and made a part hereof, are hereby accepted and shall constitute the special assessments against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessment shall be payable in equal annual installments (principal plus interest) extending over a period of ten (10) years, the first of the installments to be payable on or before the collection of property taxes on May 15, 2017, and shall bear interest at a rate not to exceed 4.0% per annum beginning October 16, 2016.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Isanti County Auditor on November 15, 2016, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid by October 15, 2016. They may, at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.

4. The City Clerk shall transmit a certified duplicate of this assessment to the Isanti County Auditor on November 15, 2016 to be extended on the property tax lists of the county. Such assessments shall be collected and paid in the same manner as other municipal taxes.

Adopted by the Cambridge City Council this 19th day of October, 2015.

Mayor Marlys A. Palmer

ATTEST:

City Administrator Lynda J. Woulfe

2016 Street Improvements
 Cambridge, MN
 SEH No. 133472
 October 19, 2015

Final Assessment Roll

Parcel No.	PIN	Owner	Property Address	Final Assessment
1	150470010	FEDERATED CO-OPS INC	211 CLEVELAND ST S	\$4,387
2	150470030	FEDERATED CO-OPS INC	275 CLEVELAND ST S	\$13,163
4	152700020	B & C PROPERTIES, LLC	503 CLEVELAND ST S	\$27,420
5	150910123	INDUSTRIES INC	601 CLEVELAND ST S	\$21,396
6	150910126	ZINS REAL ESTATE LLC	725 CLEVELAND ST S	\$29,248
7	150910122	FEDERATED CO-OPS INC	705 CLEVELAND ST S	\$21,936
8	152700070	FARMINGTON ESTATES LLP	855 CLEVELAND ST S	\$36,560
9	150960010	CANADIAN HARVEST LP	1001 CLEVELAND ST S	\$76,776
10	150470072	TEAM INDUSTRIES CAMBRIDGE, INC	625 2ND AVE SE	\$78,000
11	150470110	LARSON MICHAEL B & C/O LARSONS' CYCLE	205 GARFIELD ST S	\$30,712
12	150910022	SAB PROPERTIES LLC	330 CLEVELAND ST S	\$36,560
13	150910020	CAMBRIDGE INDUSTRIAL PROP LLC	753 3RD AVE SE	\$18,280
14	150910030	CAMBRIDGE INDUSTRIAL PROP LLC	753 3RD AVE SE	\$25,592
15	151350010	PBRE INC	315 GARFIELD ST S	\$20,475
16	150910100	WATER WORKS FABRICATION LLC	200 CLEVELAND ST S	\$65,808
17	151210060	WATER WORKS FABRICATION LLC	500 CLEVELAND ST S	\$43,872
18	152700090	G & G VENTURES LLC	820 CLEVELAND ST S	\$18,280
19	152700100	NORTHSTAR MEDIA INC	930 CLEVELAND ST S	\$21,936
20	150960020	GESH INC & TIMOTHY JOHNSON	100 11TH AVE SE	\$65,808
21	150281101	L & J GREENBERG	1400 1ST AVE E	\$118,000
22	150281400	LMMS PROPERTIES LLC	125 MCKINLEY ST N	\$42,000
			Total	\$816,209



October 12, 2015

RE: City of Cambridge, Minnesota
2016 Street Improvements
SEH No. CAMBR 133472

Ms. Lynda Woulfe, City Administrator
City of Cambridge, Minnesota
300 NE 3rd Avenue
Cambridge, MN 55008-1281

Dear Lynda:

SEH is pleased to submit this proposal for professional engineering services for the 2016 Street Improvements project. The project consists of reconstructing the streets and underground utilities on S. Cleveland Street from 2nd Avenue SE to 11th Avenue SE, 3rd Avenue SE from S. Cleveland Street to S. Garfield Street, S. Fillmore Street from 2nd Avenue SE to 3rd Avenue SE, and N. McKinley Street from Highway 95 to 2nd Avenue NE. It also includes milling and overlaying the pavement on Main Street from 3rd Avenue South to the northerly City limits, and a fishing pier for City Park on the Rum River. This project is part of the City's current Capital Improvement Plan (CIP). A feasibility study and report have been completed.

The proposed professional engineering services consist of conducting final design, preparing construction plans and specifications, assisting with permitting, and assisting the City during the bidding process. The proposed services are detailed on the attached fee estimate schedule.

We propose to perform these services on an hourly basis for an estimated maximum fee of \$248,500. This fee is similar to past projects with a similar of scope services. Services will be performed in accordance with the General Agreement for Engineering Services between the City and SEH. We will invoice the City on the basis of actual hours spent at current billing rates plus the actual cost of reimbursable expenses up to the maximum fee amount. Any additional services requested by the City will be invoiced on the basis of actual hours spent at current billing rates plus the actual cost of reimbursable expenses after review and approval by the City. All services will be invoiced for monthly.

If the City authorizes preparation of plans and specifications on October 19, 2015, they could be ready for approval at the February 1, 2016 Council meeting. Bids could then be received and a contract awarded in March 2016. Construction could begin in May and be substantially complete in September 2016.

If this proposal is acceptable, please sign one copy and return it to us for our records. If you would like to discuss these services in detail, please call Todd Blank at 651.490.2017. Thank you for this continued opportunity to serve the City of Cambridge, we appreciate it.

Sincerely,

Scott D. Haupt, PE
Project Manager

Todd M. Blank, PE
Principal

Attachment

Accepted this ___ day of _____, 2015.

City of Cambridge, Minnesota

By: _____

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PLANS AND SPECIFICATIONS PROPOSAL FEE ESTIMATE

NO.	TASK	HOURS							
		CITY ENG.	PROJECT MANAGER	PROF. ENG.	STAFF ENG.	SENIOR RPR	LEAD TECH	SURVEY CREW CHIEF	WORD PROC.
PLANS									
1	Review project with City Staff	4	2						
2	Perform topographic survey (N. McKinley St.)		1					8	
3	Prepare base map		2	6	8				
4	Obtain mapping & coordinate with private utilities	1	8					24	
5	Horizontal alignments/geometrics	1	4	2	10			20	
6	Design roadway profiles	1	10		28			32	
7	Street section design	1	3		6			4	
8	Sidewalk design	2	6		8			14	
9	Retaining wall plans/details	1	6		10				
10	Street lighting layout & coordination w/ ECE	2	8					8	
11	Sanitary sewer design	12	8	6	16			16	
12	Water main design	10	8	8	12			12	
13	Determine final drainage boundaries	4	12		8			12	
14	Storm sewer design	12	12	12	36			20	
15	Prepare Title sheet	1	1		4			8	
16	Prepare Statement of Estimated Quantities Sheets	1	8		10			16	
17	Prepare Structure Schedule sheets (Storm & Sanitary)	1	8		16			28	
18	Prepare Earthwork Summary/General Notes	1	8		16			20	
19	Prepare Typical Sections	1	6		6			8	
20	Prepare Detail Sheets	1	6		8			16	
21	Prepare Alignment Plan	1	2					8	
22	Prepare Intersection Design Sheets	1	8		16			20	
23	Prepare Removal Sheets (5 estimated)	1	8		26			28	
24	Prepare Sanitary Sewer and Water Main sheets (9 estimated)	6	16	8	44			64	
25	Prepare Street and Storm Sewer sheets (10 estimated)	6	22	8	84			104	
26	Prepare Erosion Control & Turf Establishment sheets (5 estimated)	1	4		10			16	
27	Prepare Signing and Striping Plan, Tabulations, and Details	1	8	12		8		24	
28	Prepare Cross Sections	1	12		24			32	
29	Review Plans with City Staff	4	4		4				
30	Prepare Fishing Pier Plans	4	8					8	
31	Prepare Main St. Overlay Plans	8	8		24			28	
31	DNR coordination	4	4					4	
32	Kimley Horn coordination/N. McKinley St.	2	4					8	
33	Coordinate with Property Owners	8	8						
34	Prepare Final Construction plans	16	8		24			20	
35	Submit plans to Mn/DOT for review/approval	8	16		12			12	
36	Final Mn/DOT plan revisions	8	8	16				16	
37	Prepare bid package	4	8					16	4
38	Misc. quality control review	12	12			6		12	
39	Constructibility review	4	4			24			
SPECIFICATIONS AND PERMITS									
40	Takeoff Quantities	1	8		24			28	
41	Prepare Engineer's Estimate	4	8		12				
42	Prepare Specifications	10	24	12					16
43	Prepare permit applications (MnDOT, MDH, & MPCA)	1	8	4	8				4
44	Prepare SWPPP	1	2		8			12	
BIDDING									
45	Place Ad for Bid	1							1
46	Respond to Contractors Questions	4	8			8			
47	Attend Bid Opening	4							
48	Tabulate Bids	1	2						8
49	Review Contractor's references & make award recommendation	4	4						1
TOTAL HOURS		188	363	94	522	46	734	8	34
TOTAL FEE		\$248,500							

100

Resolution Requesting Hate Crime Status for Violence Against Police Officer

Prepared by: Lynda J. Woulfe, City Administrator

Background

Councilmember Kafer requested this item be placed on the Council agenda after the City of Red Wing adopted a resolution in support of its officers. Below is a story from the *Republican Eagle* (the City's newspaper):

Council backs law enforcement resolution

The council unanimously approved a resolution in support of law enforcement Monday night in a vote followed by applause. Red Wing Police Chief Roger Pohlman said the National Fraternal Order of Police is requesting local and state governments provide support for law enforcement through resolutions.

"At a time when law enforcement is the target of criticism and violent attacks, these resolutions will demonstrate to our law enforcement men and women that they do not stand alone and their dedication to their community is appreciated," Pohlman said in a staff report.

The resolution also states that Red Wing Police Department officers are asked to turn on their red and blue lights for 1 minute at 11 am each day to honor officers who have died.

Attached is a resolution on this issue.

Resolution R15-066

A Resolution in Support of Law Enforcement

- Whereas:** The men and women of our nation's law enforcement agencies wear their uniforms with honor, dedication, and integrity as they protect and serve their communities; and
- Whereas:** These uniforms have made them targets by those who seek to kill or injure law enforcement officers simply because of their profession and commitment to duty; and
- Whereas:** The national law enforcement family mourns the recent loss of Harris County (TX) Sheriff Darren Goforth, Fox Lake (IL) Police Department, Lt. Charles Joseph Gliniewicz, Kentucky State Police Trooper Joseph Cameron Ponder, and McHenry County (IL) Sheriff's Deputy Dwight Darwin Maness; and
- Whereas:** The citizens of Cambridge, Minnesota, stand with the families of the fallen, and the officers currently protecting our community and the officers throughout the United States; and
- Whereas:** To honor the twenty-eight officers lost this year as they protected their communities they were sworn to uphold, we ask every officer of the Cambridge Police Department who stands behind the thin blue line to turn on their red and blue lights for 1 minute every day at 11:00 A.M.; and
- Whereas:** The City of Cambridge, Minnesota, agrees with National Fraternal Order of Police President Chuck Canterbury who has called on the Administration to acknowledge this crisis and asked them to work with us to address the violent surge against police. To expand the Federal hate crimes law to protect police, to reauthorize the Bulletproof Vest Partnership Program and to fully fund the State and local law enforcement assistance programs that provide our men and women in the field with the resources and equipment they need to do their jobs and get home to their families at the end of their shift.

Now therefore be it resolved that the City of Cambridge, Minnesota, stands together with the Cambridge Police Department and officers nationwide. Together we are united. "Fortes in Unitate"- "Strength in Unity"

Adopted this 19th day of October, 2015.

Marlys A. Palmer, Mayor

ATTEST:

Lynda J. Woulfe, City Administrator

Item #7D City Council

Cross Country Ski Trail Agreement Insurance Cost

October 19, 2015

Prepared by: Marcia Westover

BACKGROUND

On June 15, 2015, the City of Cambridge and the Rum River Cross Country Ski Club entered into an Administrative Services Agreement for trail maintenance. The Agreement includes a provision for Commercial General Liability insurance covering the Ski Club's operations. The Ski Club has received an insurance bid that came in at \$1,200. They have checked with several sources and City staff researched our League's insurance information as well. The City does not have any insurance coverage for the Ski Club since they are acting as a general contractor and not a volunteer. The City is covered for any incidents, but the Ski Club is not. It would be the Ski Club's own risk to not have insurance.

The cost is a burden to the Ski Club and they do not think they can generate enough income to pay for it each year. They are requesting that the City share in the cost of insurance and pay \$600 each year. They would in turn pay the other \$600.

CITY COUNCIL ACTION

Determine if the city will contribute \$600 toward insurance costs each year for the Rum River Cross Country Ski Club.

ATTACHMENTS

1. Administrative Services Agreement

Administrative Services Agreement

This agreement, entered into this 15th day of June, 2015 between the City of Cambridge (City) and the Rum River Cross Country Ski Club (Ski Club), describes the terms and conditions by which shall be provided for services and maintenance for the ski trail grooming.

I. **Scope of Service:**

A. On behalf of the City, the Ski Club shall carry out the details as provided and described herein to provide a high quality, safe trail.

a. Oversee the overall operation of the cross country ski trails, including grooming the ski trails as needed and cutting brush as needed. The trails must be groomed on an as needed basis, but at a minimum whenever snowfall exceeds 2 inches. When the tracks are skied out, destroyed by walkers, or melted, the trails must be conditioned and groomed. The Ski Club is responsible to know when the trail needs grooming. When brush obstructs the trail, the Ski Club shall remove it.

b. The Ski Club shall be responsible for performing routine maintenance on all equipment used under this Agreement. The Ski Club shall be responsible for taking care of the equipment in a proper manner to preserve its life span. The Ski Club shall be responsible for fuel, making sure all electrical/switches, starting equipment, and any accessories such as loppers, tools and nails are supplied.

c. The Ski Club shall be responsible for all equipment storage. The Ski Club shall notify the City in writing where the equipment will be stored. The Ski Club shall clean and maintain the equipment at the end of the season before storing it.

d. Provide sufficient records including a log of volunteers and hours spent on the various trail activities. The log must include the date, number of people working on the trail, number of hours, equipment used, type of work done, area of trail worked on, and signed by a Ski Club representative. The log must be submitted to the City by May 1 of each year.

B. The City shall carry out the details as provided and described herein to provide a high quality, safe trail.

a. The City shall remove large obstacles such as trees that are downed in the trail on as needed basis.

b. In the event equipment repair is needed, the City agrees that it shall reimburse the Ski Club for the cost of repairs. Any repairs estimated to exceed \$200 must be preapproved by the City.

II. Compensation

The City agrees to compensate the Ski Club for the above services as follows:

A. City agrees to contribute up to \$11,200 for the purchase of a snowmobile as set forth below.

B. City also agrees to pay the Ski Club \$75 per hour for trail grooming. The \$75 is per man hour worked as shown on the record log, this is not a per person payment. This shall cover time worked, fuel costs, and equipment upkeep costs. Ski Club shall bill the City by May 1 of each year for the previous ski season trail grooming. City shall have 30 days to pay the invoice. Trail grooming costs are limited to \$4,500 per ski season unless specifically authorized by the Cambridge City Council.

III. Equipment

A. The City contribution referenced in Section II(A) above shall be used to purchase a snowmobile for ski trail grooming purposes only. The City shall authorize all equipment prior to any purchase. The City shall issue a purchase order for the snowmobile, and the City's contribution for the snowmobile purchase shall be transmitted directly to the Seller of the snowmobile.

B. Existing equipment prior to the date of this Agreement that is intended by the Ski Club to be used for ski trail grooming under this Agreement includes the following: 1997 Arctic Cat snowmobile, 2000 Polaris snowmobile, a Yellowstone drag, a Tidd Teck drag, two home built drags for leveling trails, and a chainsaw.

C. All equipment purchased on or after the date of this Agreement, including the new snowmobile, shall be owned by the City and shall be used only by City staff and the Ski Club members as listed in this agreement.

IV. Term

The term of this Agreement is November 1, 2015 through November 1, 2020.

V. Insurance

During the term of this Agreement, the Ski Club shall maintain Commercial General Liability insurance covering its operations. The insurance shall be in at least the limits of municipal tort liability set forth in Minn. Stat. Chapter 466. The insurance shall name the City as an additional insured.

VI. Liability

To the fullest extent permitted by law, the Ski Club agrees to defend and indemnify the City, and its officers, employees, and agents, from and against all claims, damages, losses and expenses, including reasonable attorney fees, arising out of or resulting from the Ski Club's performance or failure to perform its obligations under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions, of the Ski Club, or its agents, officers, employees, or volunteers. The Ski Club agrees this indemnity obligation shall survive the completion or termination of this Agreement.

VII. Members

The Ski Club members, David Larson and Bill Bloomstrom, as may change from time to time, are the current persons responsible for the grooming and maintenance of the cross country ski trails as noted herein.

In Witness Whereof, the parties hereto have caused this agreement to be duly executed.

City of Cambridge

By: Mary A. Palmer

Its: Mayor

Attest: JG Wouck
City Admin.

Rum River Cross Country Ski Club

By: David Larson

Its: _____

Item #7E City Council

Cambridge-Isanti Bike/Walk Trail Extension-TAP grant

October 19, 2015

Prepared by: Marcia Westover

BACKGROUND

The Bike Isanti County Committee (Committee) is interested in submitting a Letter of Intent (LOI) for a Transportation Alternatives Program (TAP) grant funded by the Minnesota Department of Transportation. The Committee has identified the need for a paved trail that leads into Cambridge from the Cambridge-Isanti Bike/Walk trail.

The most logical route is on or along Central Dr NE which is a township gravel road. Isanti Township does not have any intention to pave the road and have indicated they prefer a separate trail easement (see attached minutes from the Cambridge-Isanti Bike/Walk Trail Committee). Bikers coming from the C-I Bike/Walk Trail need to travel on this road in order to continue along the City's bike route. The City has identified the bike route from 32nd Ave SW to Ivy St. S. to Joy Circle into Brown Park (see attached map). The bike route continues into the City serving various trails.

The Bike Isanti County Committee would like to submit this LOI to see if the project has merit. The TAP grant is an 80/20 match of local resources. The total estimated cost of this trail extension is \$700,000. A 20% match would be \$140,000. The Cambridge Parks, Trails, and Recreation Commission has identified the trail extension as one of their top 10 priorities; it ranks #5 (see attached Park Improvement Priority Ranking). However, this is not a funded project in the City's capital plan so there is no match funding available. The Parks Commission has identified other priorities that rank higher including the ice rinks, City Park improvements, and a swing set at Water Tower park. The LOI is due October 30, 2015.

CITY COUNCIL ACTION

Direct staff as to whether or not to move forward with the Letter of Intent for the Transportation Alternatives Program grant for the Cambridge-Isanti Bike/Walk Trail extension.

ATTACHMENTS

1. Minutes from the Cambridge-Isanti Bike/Walk Trail Committee
2. 2015 Priority Ranking for Parks Improvements (Parks Commission)
3. Trail Extension Map (TAP grant)

Cambridge Isanti Bike Walk Trail Annual Meeting
January 23, 2014
Minutes

Present: Don Lorsung, George Wimmer, and Nick Fleischhacker for City of Isanti
George Larson for Isanti County
Guy Lillemo, Don Hansen, and Scott Walburg for Isanti Township
Marlys Palmer and Lynda Woulfe for City of Cambridge

Call to Order

The meeting was called to order at 6:00 pm. Introductions were made.

Review of Joint Powers Agreement

It was the consensus of the group that no changes to the agreement were needed.

Review of Expenses

Woulfe reviewed the financial statements provided by the City of Cambridge as fiscal host for the Trail funds. Mayor Wimmer discuss the importance of getting a better handle on short and long term expenditures and the creation of a capital replacement fund for longer term expenses. Palmer echoed those sentiments and suggested that a meeting of the two cities public works directors be held to develop a better budget on long term expenses. It was agreed by consensus after that occurred that the Bike Walk Trail Advisory Committee would meet in May on a Thursday to start this process.

Woulfe noted that Cambridge's Public Works Director estimated that crack sealing would need to be done on the trail within the next three to five years. Woulfe reported that a bollard and mounting plate were replaced on Cambridge's end of the trail due to vandalism. Woulfe also reported that all the nuts on the bridge were replaced with locknuts since someone unscrewed all the nuts from the bolts and threw them away. The locknuts should prevent this from happening again.

Discussion then ensued if it was possible to use the trail for cross country skiing in the winter. Concerns were raised about how to keep snowmobile traffic off the bridge and trail if the trail was open for winter activities. The group further discussed snowmobile use and affirmed that snowmobiles need to stay off the trail.

Woulfe asked Isanti Township representatives if they had any concerns if the City approached township residents along the dirt road for right of way to pave a trail so the last leg of the trail connection would be on asphalt. Woulfe stated this is not an immediate City project or priority, but thought that discussions could at least begin on the subject. Township representatives discussed that they did not plan on paving this road within the near future and any trail project would need to occur outside of the road right of way.

The group adjourned at 6:45 p.m.

Cambridge Isanti Bike Walk Trail Annual Meeting
January 22, 2015
Minutes

Present: George Wimmer, Don Lorsung, and Josi Wood for the City of Isanti
David Oslin for Isanti County
Guy Lillemo, Don Hansen, and Scott Walburg for Isanti Township
Marlys Palmer, Marcia Westover, Steve Wegwerth, and Lynda Woulfe for the City of Cambridge

Call to Order

Commissioner Oslin called the meeting to order at 6:03 pm. Introductions were made.

Review of Joint Powers Agreement

It was the consensus of the group that no changes are needed to the agreement at this time.

Review of Expenses

Woulfe reviewed the financial statements provided by the City of Cambridge as fiscal host for the Trail funds.

Mayor Wimmer asked if the City of Cambridge would bill the City of Isanti for this portion of trail expenses in January. Mayor Wimmer also asked if the City would include the capital contribution in addition to the annual maintenance expenses. Mayor Wimmer stated he felt it was important for all funds to be deposited in an account, whether it is the annual maintenance or capital replacement funds specifically held for the trail by the fiscal host. Woulfe stated she would check with Finance Director Moe and connect with Administrator Lorsung on the details.

Members questioned if the Joint Powers Agreement would need to be amended to include language on the capital contributions. Lorsung stated he would connect with Clark Joslin for some recommended language on how to amend the joint powers agreement to accomplish this task.

Isanti Township indicated they would prefer to be billed for their amount as well and that in 2015 the Township set aside \$2,000 for trail expenses.

Questions / Concerns

Wood shared the event being held on October 3 hosted by the Cities of Isanti and Cambridge. The event will feature the trail connection between the two cities with events being held in Isanti's Bluebird Park in the morning/afternoon and Cambridge's City Park in the evening.

→ Westover shared information from the Bike Isanti County Committee and discussion ensued on how to route the trail from its current end to Brown Park. Isanti Township officials feel the route needs to be off the road surface and best run along the tracks.

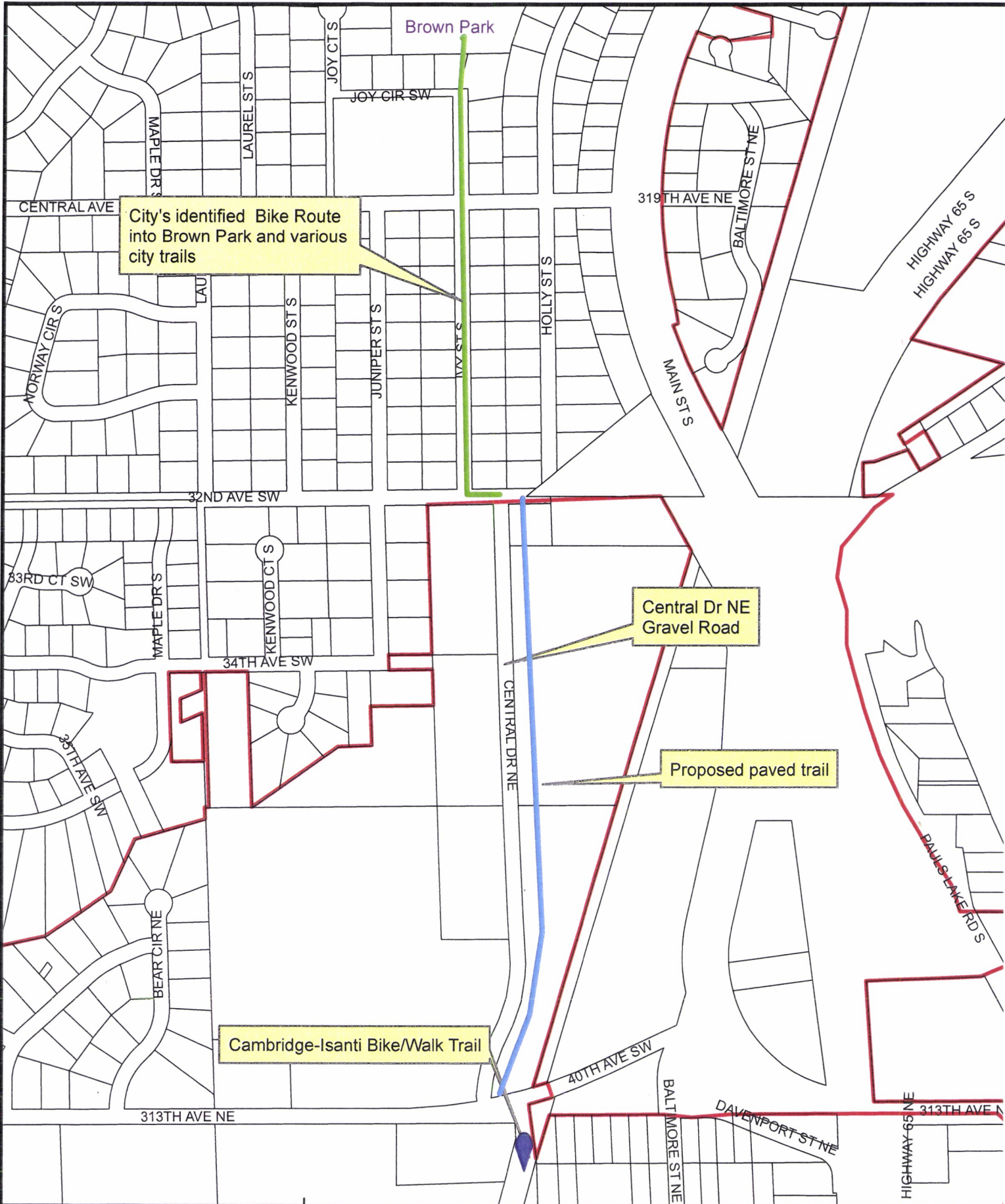
The group adjourned at 6:23 p.m.

2015 Priority Ranking and Timeline for Parks Improvements

As established by the Parks, Trails, and Recreation Commission

Rank	Improvement	Approximate Cost	Timeline
1.	Ice Rinks	<p>Refrigerated (2 rinks) \$1,250,000 refrigeration rinks \$150,000 new boards \$100,00 lighting rinks, parking, security TOTAL \$1,500,000</p> <p>Unrefrigerated (2 rinks) \$190,160 unrefrigerated rinks \$150,000 new boards \$100,000 lighting rinks, parking, security TOTAL \$440,160</p> <p>The Parks Commission requested that if the refrigerated rinks are not approved, that at a minimum the unrefrigerated rinks get installed to get them on city owned property and to replace the rinks that have been removed in the past and the one that will be removed in the future.</p>	1-2 years
2.	Water Tower Park Swing Set	<p>\$1,314-"T" swing w/two seats \$846-curb \$450-wood chip base TOTAL \$2,610</p>	1-2 years
3.	City Park Future Improvements	<p>\$100,000-WPA Walls (depending on how much we historically preserve or reuse we might be able to save considerable \$) \$120,000-Parking Lot- 26 stall lot (concept A) \$270,000-Parking Lot-60 stall lot (concept B) \$40,000-Expanded play w/shade canopies \$8,000-New picnic w/shelter and \$10,000 tot lot \$15,000-Overlook view lawn restoration TOTAL \$358,000</p>	2-8 years ongoing
4.	C-I Bike/Walk trail connection	<p>\$475,000-paving, gravel, grading, clearing, drainage \$100,000-easements \$125,000-engineering, legal, fiscal, permits</p>	2-5 years

		TOTAL \$700,000	
5.	2 nd Tennis Court @ Central Green	\$45,000 It was suggested by the Parks Commission that two courts are best for families or groups wanting to play tennis.	2-4 years
6.	Programs in City Park	\$2,000-Outdoor Movie Theater system \$0- Partner with Community Ed Programs \$? DNR Programs \$0 Partner with school to have elementary classes garden, etc.	2-5 years
7.	Boiling Springs Trail	Undetermined at this point. Potential funding/grant needed for river bank restoration and snowmobile trail/bridge restoration	2-5 years
8.	Pioneer Park	\$6,000-Disc Golf \$23,000-Pickleball court \$20,000-Small Play equipment \$? Parking Issues-new parking lot?	6 years
9.	Brown Park Facility Plan	\$13,000-1/2 basketball court \$45,000-Tennis Court \$? Other	6-7 years
10.	Sandquist Park	\$200,000-Softball field \$230,000-Baseball field \$45,000-Tennis Court \$23,000-Pickleball court	6-10 years



Author: Carri Levitski

Background

At the October 5, 2015 Council meeting, staff was asked to place on an agenda "Code Enforcement Processes and Anonymous Complaints". Staff is providing this background information.

August, 2011 property maintenance transitioned from Marcia Westover to Jeff Pleski and myself. Jeff performed site inspections, I would administer the program, write the letters for Jeff's signature, and both of us would communicate with the property owners. It was a "tag team" approach.

May, 2015 property maintenance transitioned completely to me. I now perform all inspections, write letters, and administer the program. During this time, there were other staff transitions taking place which occurred at the beginning of our "busy season". Training staff was completed during this time and others were stepping in and assisting in property maintenance, planning/zoning, and the building department throughout these transitions.

Staff realized there were "too many chefs in the kitchen" when it came to property maintenance. It was decided during the Community Development Visioning Session that I would be empowered to make decisions on my own and if there are controversial issues that could arise, I am to report directly to City Administrator Woulfe for direction. This provides for all property maintenance issues to funnel through one individual, under the advisement of the City Administrator which has the least amount of room for an error to occur. Staff feels this will be an improvement.

There has been a large increase in complaints over the past few years. Statistics listed are from January 1st – October 13th of each year:

2013 – 203 cases	2014 – 234 cases	2015 – 390 cases
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Current Process

When staff receives a complaint (whether anonymous or not), the complaint is verified by a site inspection. The site inspection consists of staff driving by the property to verify there is a violation. If staff cannot see the violation, we cannot cite the property. As standard protocol, we will not get out of the vehicle and go onto a property to verify a violation for obvious safety reasons. If we cannot see the violation from the road, we will not cite the property.

There have been times complainants have emailed pictures of violations that cannot be seen from the right-of-way. Staff has also been invited inside complainants homes to verify violations that can only be seen from a "birds eye view" or from within their home. This has been especially common when the complainant is trying to sell their property and there is a blight house next to theirs which makes it difficult to sell. When this happens, we have two staff members present for safety reasons.

Based on the direction of City Council, if staff sees a violation on a property within the vicinity of the area in question, those properties are cited as well to enforce the city

codes fairly and equitably.

Once a violation is verified, a letter is sent to the property owner requesting compliance. If it is a rental property, the property address is copied on the letter in hopes to achieve faster compliance. If the violation is not removed by the date indicated on the letter, an administrative citation is issued. The property owner has 10 days to contest the citation and request an administrative hearing. If fines go unpaid, the property is assessed.

In a situation where it is an accelerated abatement case (grass, junk, debris, hazardous concerns, etc.) the owner is notified of the nuisance and given a week to correct the violation. If the nuisance is not removed, staff contacts the City's contractor and the nuisance is abated and the cost is assessed to the property.

Staff currently is concentrating on the top 5 blight issues:

- Exterior Structure – focusing on major issues such as deteriorating roofs, chimneys, siding, screens, house numbers, etc.
- Junk/Debris – Downed tree limbs, brush piles, broken items being stored outside, trash piling up on properties, etc.
- Vehicle Parking – The most common complaint.
- Outdoor Storage – Accumulation of items being stored outdoors such as indoor furniture, appliances, tires, construction equipment, lawn equipment, etc.
- Grass & Weeds – Tall grass and/or weeds at a height exceeding 12 inches.

Other common complaints received: firewood storage and fire pit issues, refuse containers, animal issues, sign violations, and fence maintenance.

Improvements Made

- All letter templates are being rewritten to have a more friendly approach (see attached example).
- I am working with the software company to streamline reporting and improve processes within the program.
- Brochures will be updated this winter.
- In spring of 2016 we plan to utilize media outlets to “educate” citizens on codes
- Should we send a “thank you” letter to property owners that gain compliance? Does this take too much staff time and resources?

City Council Action:

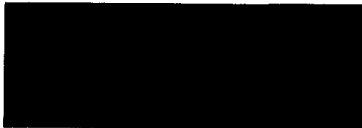
This is for informational purposes as requested.

Attachments

1. Letter examples

October 13, 2015

"REVISED LETTER"



RE: [Redacted] Cambridge, Minnesota 55008

Dear [Redacted]

A recent inspection concerning your property has revealed a code compliance violation in need of correction. According to City Code §156.062 (E) (2):

All vehicles parked or stored outdoors shall be on poured bituminous or concrete surface, or on a continuous brick paver parking pad or other hard surface as approved by the Zoning Administrator, or on the same material as that of the established driveway. Other materials, including decorative landscape rock, gravel, sand, bare soil, crushed rock, or any crushed material shall be prohibited for use as a driveway or parking surface unless the existing driveway is already constructed of one of these.

We understand that no one enjoys receiving a city code violation but city codes help keep our community safe, welcoming, and attractive. To help preserve the character and appeal of the City of Cambridge, please move the boat and trailer that are being parked in the side yard on grass to an approved surface as stated above.

Typically, property owners are given 10 days to correct violations, reasonable extensions are granted beyond compliance dates for extenuating circumstances. Policy requires a request for an extension be made in writing or via email. The compliance date to correct this violation is **Tuesday, October 27, 2015**. If the violations are not corrected by this date, an administrative citation will be issued for \$200.00 and you will be required to pay the fines and come into compliance or request a hearing within 10 days after issuance of the citation. If the violation is corrected by October 27th, no citation will be issued and you will not have to pay any fines. Please note that each day a violation exists, constitutes a separate offense and fines can be charged each day. Please refer to the enclosed Administrative Citation brochure for more information.

If you feel that there has been an error, or you are unable to make the corrections in the required time or you need help understanding how to return your property into compliance, please call me at 763-552-3257 or email clevitski@ci.cambridge.mn.us. Thank you in advance for your cooperation.

Respectfully,

Carri Levitski
Community Development Administrative Assistant

October 13, 2015

" OLD LETTER "



RE: Property Maintenance Concerns for PIN: [Redacted]

Dear Property Owner:

A recent inspection concerning your property at [Redacted] has revealed property maintenance violations in need of correction. To help preserve the character and appeal of the City of Cambridge, please take action in correcting the violations listed below.

ORDINANCE SECTION	VIOLATION	ACTION NEEDED TO CORRECT	Fine
156.062	Vehicle Storage & Parking	(E) <i>Vehicle storage and parking.</i> (2) All vehicles parked or stored outdoors shall be on poured bituminous or concrete surface, or on a continuous brick paver parking pad or other hard surface as approved by the Zoning Administrator, or on the same material as that of the established driveway. Other materials, including decorative landscape rock, gravel, sand, bare soil, crushed rock, or any crushed material shall be prohibited for use as a driveway or parking surface unless the existing driveway is already constructed of one of these. <i>Please move your boat and trailer to an approved surface as stated above.</i>	\$200

The Compliance Date to correct the violations by is **Tuesday, October 27, 2015**. An inspection will be conducted after this date. If the violations are not corrected by this date, an Administrative Citation will be issued listing the associated fines. You will be required to pay the fines and come into compliance or request a hearing within 10 days after issuance of the Citation. If the violations are corrected by the date listed above, no Citation will be sent and you will not have to pay any fines. Please note that each day a violation exists constitutes a separate offense and fines can be charged each day. Please refer to the enclosed Administrative Citations brochure for more information. Reasonable extensions may be granted beyond the compliance date listed above for extenuating circumstances.

Please call me at 763-552-3257 or email clevitski@ci.cambridge.mn.us to discuss your efforts to gain compliance or if you have any questions. Thank you for your cooperation.

Respectfully,

Carri Levitski
Community Development Administrative Assistant