

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

**APRIL 8, 2020  
6:00 p.m.**

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

**6) CONSENT AGENDA**

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

**7) BUSINESS**

- 7A. **PUBLIC HEARING** – Annexation by Ordinance - Parcel No. 10-324-1200
- 7B. Emergency Declaration for the COVID-19 Pandemic
- 7C. Liquor Store Wage Increase Extension
- 7D. Monthly Department Reports

**8) ADMINISTRATOR'S REPORT**

**9) MAYOR & COUNCIL REPORTS AND COMMENTS/QUESTIONS**

Sub-Committee Updates (Reports are given only if meeting date was after the last Council Meeting)

Council Member Hansen

Council Member Johnson

Council Member Knier

Mayor Wallen

Council Member Zettervall – Planning Commission

**10) OTHER**

**11) ADJOURN**

**Attendance At Meeting:** All attendees are expected to follow CDC recommendations ensuring social distancing of at least 6 feet away from other persons. Some members of the City Council may participate in this Meeting via telephone or other electronic means on an as needed basis.

**Public Comment/Audience Attendance at Meeting during the COVID-19 Pandemic:** To submit public comment from offsite, you can do so by leaving a voicemail at 763-251-1538, emailing [comment@biglakemn.org](mailto:comment@biglakemn.org), or to participate via Zoom videoconferencing, please contact City Clerk Gina Wolbeck at 763-251-2973, or by email at [gwolbeck@biglakemn.org](mailto:gwolbeck@biglakemn.org) to obtain a meeting Identification and Password. **The deadline to obtain a password to join the meeting is 4:00 p.m. the day of the meeting.** As always interested persons can watch live broadcasts of Regular Council Meetings from the City's Government Channel on Charter Channel 180, or from the City Website at <https://biglake.viebit.com/?folder=ALL> (live stream video is at the top of the page).

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

**BIG LAKE CITY COUNCIL  
CONSENT AGENDA  
APRIL 8, 2020**

- 6A. Approve List of Claims
- 6B. Approve Council Workshop Minutes of March 25, 2020
- 6C. Approve Regular Council Meeting Minutes of March 25, 2020
- 6D. Accept Resignation of Part-time Liquor Clerk Stacie Theisen
- 6E. Rescind Appointment of Building Official Patrick Moonen
- 6F. Approve Hiring Part-time Liquor Clerks Carol Larson and Tara Schowalter
- 6G. Authorize Sale of Ag-Gator Model 2004 Equipment
- 6H. Approve Personnel Policy Amendment Establishing the Summer Hours Schedule
- 6I. Approve Franchise Agreement Ordinances and Summary Publication Resolutions for CenterPoint Energy and Northern States Power Company
- 6J. Approve AIS Inspection Grant and Agreement with the Sherburne Soil and Water Conservation District
- 6K. Approve Final Payment for the CR 5/Hiawatha Avenue Signal Project No. ST2018-2
- 6L. Public Works Copier Lease Agreement with Marco



# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Deb Wegeleben, Finance Director	<b>Meeting Date:</b> 4/8/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	<b>Item No.</b> <b>6A</b>
<b>Item Description:</b> List of Claims	<b>Reviewed By:</b> Clay Wilfahrt, City Administrator		
	<b>Reviewed By:</b> (N/A)		

## ACTION REQUESTED

Motion to Approve List of Claims paid dated 03/20/2020 through 04/01/2020 and Approve Payroll No.6

## BACKGROUND/DISCUSSION

Attached is the List of Claims paid through 04/01/2020. Please contact me with any questions or concerns.

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

### 471.87 PUBLIC OFFICERS, INTEREST IN CONTRACT; PENALTY.

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

### 471.88 EXCEPTIONS.

#### Subdivision 1. Coverage.

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

#### Subd. 5. Contract with no bids required.

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

## ATTACHMENTS

List of Claims



**\*Check Detail Register©**

Cks 3/20/2020 - 4/1/2020

	Check Amt	Invoice	Comment
<b>1010 US BANK</b>			
Paid Chk# 004649E 3/31/2020 <b>PAYROLL TAXES - FED/FICA</b>			
G 101-2171 Federal Withholding Payable	\$10,768.05		Federal/FICA Payroll Taxes for Pay Period #7 04/01/2020
G 101-2173 FICA Tax Withholding Payable	\$14,175.86		Federal/FICA Payroll Taxes for Pay Period #7 04/01/2020
<b>Total PAYROLL TAXES - FED/FICA</b>	<b>\$24,943.91</b>		
Paid Chk# 004650E 3/31/2020 <b>PAYROLL TAX - STATE</b>			
G 101-2172 State Withholding Payable	\$5,148.29	ACH	State Payroll Taxes for Pay Period #7 04/01/2020
<b>Total PAYROLL TAX - STATE</b>	<b>\$5,148.29</b>		
Paid Chk# 004651E 3/31/2020 <b>PAYROLL TAXES - FED/FICA</b>			
G 101-2171 Federal Withholding Payable	\$50.00		Federal/FICA Payroll Taxes for Pay Period #4 04/01/2020
G 101-2173 FICA Tax Withholding Payable	\$321.30		Federal/FICA Payroll Taxes for Pay Period #4 04/01/2020
<b>Total PAYROLL TAXES - FED/FICA</b>	<b>\$371.30</b>		
Paid Chk# 004652E 3/31/2020 <b>PAYROLL TAX - STATE</b>			
G 101-2172 State Withholding Payable	\$50.00	ACH	State Payroll Taxes for Pay Period #4 04/01/2020
<b>Total PAYROLL TAX - STATE</b>	<b>\$50.00</b>		
Paid Chk# 004653E 3/31/2020 <b>PERA</b>			
G 101-2174 PERA Withholding Payable	\$12,681.43	ACH	PERA Payment for Pay period #7 04/01/2020
G 101-2178 P.E.R.A. - Police/Fire Payable	\$12,580.56	ACH	PERA Payment for Pay period #7 04/01/2020
<b>Total PERA</b>	<b>\$25,261.99</b>		
Paid Chk# 004654E 3/31/2020 <b>OPTUM - H.S.A.</b>			
G 101-2184 HSA Contribution payable	\$2,602.46	ACH EE	H.S.A Payment for Period #7 04/01/2020
G 101-2184 HSA Contribution payable	\$1,145.75	ACH ER	H.S.A Payment for Period #7 04/01/2020
<b>Total OPTUM - H.S.A.</b>	<b>\$3,748.21</b>		
Paid Chk# 004655E 3/31/2020 <b>TASC</b>			
G 101-2183 Other Pre-Tax Insurance Payabl	\$165.38	ACH	FLEX Payment for Employee Portion/Pay Period #7 04/01/2020
<b>Total TASC</b>	<b>\$165.38</b>		
Paid Chk# 004656E 3/31/2020 <b>ICMA</b>			
G 101-2177 ICMA - RC Withholding Payable	\$1,849.00	ACH	ICMA Payment for Pay Period #7 04/01/2020
<b>Total ICMA</b>	<b>\$1,849.00</b>		
Paid Chk# 082360 3/20/2020 <b>BIG LAKE FIRE DEPARTMENT</b>			
G 101-2075 Due to Other Govt Units	\$500.00	DONATION	DONATION RECEIVED FOR BIG LAKE FIRE DEPARTMENT FROM MONTICELLO LIONS
<b>Total BIG LAKE FIRE DEPARTMENT</b>	<b>\$500.00</b>		
Paid Chk# 082361 3/20/2020 <b>EDINA REALTY - OTSEGO</b>			
G 401-2059 Unapplied Payments	\$109.28	WS REFUND	WATER/SEWER REFUND 4655 STERLING DRIVE
<b>Total EDINA REALTY - OTSEGO</b>	<b>\$109.28</b>		
Paid Chk# 082362 3/20/2020 <b>KNICKERBOCKER, RYAN</b>			
G 401-2059 Unapplied Payments	\$38.46	WS REFUND	WATER/SEWER REFUND 18611 TRAVERSE LN
<b>Total KNICKERBOCKER, RYAN</b>	<b>\$38.46</b>		
Paid Chk# 082363 3/20/2020 <b>LAND TITLE, INC</b>			
G 401-2059 Unapplied Payments	\$49.28	WS REFUND	WATER/SEWER REFUND FOR 20472 NEDD ST
<b>Total LAND TITLE, INC</b>	<b>\$49.28</b>		
Paid Chk# 082364 3/20/2020 <b>SUPERIOR FINANCING INC</b>			
G 401-2059 Unapplied Payments	\$15.44	WS REFUND	WATER/SEWER REFUND 170 WILL ST
<b>Total SUPERIOR FINANCING INC</b>	<b>\$15.44</b>		



**\*Check Detail Register©**

Cks 3/20/2020 - 4/1/2020

		Check Amt	Invoice	Comment
<b>Paid Chk# 082365 3/20/2020 ZERWAS, JEROME</b>				
G 401-2059	Unapplied Payments	\$125.11	WS REFUND	WATER/SEWER REFUND 1740 WINNEBAGO ST
<b>Total ZERWAS, JEROME</b>		\$125.11		
<b>Paid Chk# 082366 3/23/2020 SOUTHERN WINE &amp; SPIRITS OF MN</b>				
E 501-000-00-27-4262	Purchases - Liquor	\$2,231.83	1921483	LIQUOR PURCHASES
<b>Total SOUTHERN WINE &amp; SPIRITS OF MN</b>		\$2,231.83		
<b>Paid Chk# 082367 3/23/2020 BELL BOY CORPORATION-1</b>				
E 501-000-00-27-4262	Purchases - Liquor	\$782.04		LIQUOR
E 501-000-00-27-4269	Freight - In	\$17.60		FRT
E 501-000-00-27-4269	Freight - In	\$2.33		FRT
E 501-000-00-27-4264	Purchases - Wine	\$50.00	0083307100	WINE
E 501-000-00-27-4265	Purchases - Mix/Pop	\$70.50	0101059600	MIX
<b>Total BELL BOY CORPORATION-1</b>		\$922.47		
<b>Paid Chk# 082368 3/23/2020 BERNICKS PEPSI</b>				
E 501-000-00-27-4274	Bottle/Keg Purchases - non t	\$30.00		KEG DEPOSIT
E 501-000-00-27-4263	Purchases - Beer	\$373.50	10598	BEER
<b>Total BERNICKS PEPSI</b>		\$403.50		
<b>Paid Chk# 082369 3/23/2020 BIG LAKE FIRE DEPARTMENT</b>				
E 101-300-85-25-4258	Fire Protection Services - JP	\$42,566.25		2020 2ND QTR FIRE SERVICE PAYMENT
<b>Total BIG LAKE FIRE DEPARTMENT</b>		\$42,566.25		
<b>Paid Chk# 082370 3/23/2020 BIG LAKE HARDWARE</b>				
E 101-100-20-25-4540	Repair/Maintenance Building	\$124.70		LIBRARY BLDG REPAIRS MAINT
E 101-100-15-25-4540	Repair/Maintenance Building	\$74.43		CITY HALL BLDG MAINT
E 101-200-55-25-4540	Repair/Maintenance Building	\$35.50		PARKS REPAIRS MAINT
<b>Total BIG LAKE HARDWARE</b>		\$234.63		
<b>Paid Chk# 082371 3/23/2020 BOLTON &amp; MENK INC</b>				
G 101-2055	Escrow Payable	\$90.00	0247642	LGL
G 150-2055	Escrow Payable	\$162.00	0247643	MINNCO ESCROW
G 150-2055	Escrow Payable	(\$162.00)	0247643	MINNCO ESCROW
G 101-2055	Escrow Payable	\$162.00	0247643	MINNCO ESCROW
G 150-2055	Escrow Payable	\$180.00	0247644	SANFORD SELECT ESCROW PUNCH LIST
G 150-2055	Escrow Payable	\$216.00	0247646	CROSSING PHASE II
E 198-000-50-20-4150	Engineering	\$756.50	0247648	SAFE ROUTE TO SCHOOL
G 101-2055	Escrow Payable	\$1,688.00	0247652	STATION STREET APT ESCROW
<b>Total BOLTON &amp; MENK INC</b>		\$3,092.50		
<b>Paid Chk# 082372 3/23/2020 BREAKTHRU BEVERAGE</b>				
E 501-000-00-27-4262	Purchases - Liquor	\$848.16		LIQUOR
E 501-000-00-27-4262	Purchases - Liquor	\$2,812.89	1081115329	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$104.00	1081115717	WINE
<b>Total BREAKTHRU BEVERAGE</b>		\$3,765.05		
<b>Paid Chk# 082373 3/23/2020 C&amp;L DISTRIBUTING COMPANY</b>				
E 501-000-00-27-4265	Purchases - Mix/Pop	\$134.60		MIX
E 501-000-00-27-4267	Purchases - Non Alcoholic B	\$181.80		NA BEER
E 501-000-00-27-4263	Purchases - Beer	\$1,724.05	1067001627	BEER
E 501-000-00-27-4263	Purchases - Beer	(\$12.80)	1067001628	CREDIT
E 501-000-00-27-4263	Purchases - Beer	\$15,351.85	961004167	BEER
E 501-000-00-27-4263	Purchases - Beer	(\$252.16)	961004168	CREDIT
<b>Total C&amp;L DISTRIBUTING COMPANY</b>		\$17,127.34		
<b>Paid Chk# 082374 3/23/2020 CHARTER COMMUNICATIONS</b>				



**\*Check Detail Register©**

Cks 3/20/2020 - 4/1/2020

	Check Amt	Invoice	Comment
E 101-100-15-25-4230 Telephone/Internet	\$324.96	020368503142	CITY HALL
<b>Total CHARTER COMMUNICATIONS</b>	<b>\$324.96</b>		

Paid Chk# 082375 3/23/2020 **CITY OF BIG LAKE**

E 101-200-55-25-4590 Water/Sewer Utilities	\$30.97	04000000100	19255 ENGELWOOD DR SANFORD
E 101-200-55-25-4590 Water/Sewer Utilities	\$30.97	040000001100	20480 NED ST
E 101-200-50-25-4590 Water/Sewer Utilities	\$52.45	040000016100	PW BUILDING METER #2
E 101-100-20-25-4590 Water/Sewer Utilities	\$69.89	040004166000	POLICE/LIBRARY BLDG
E 101-100-15-25-4590 Water/Sewer Utilities	\$243.55	040005602000	CITY HALL
E 101-200-55-25-4590 Water/Sewer Utilities	\$30.97	040005605000	LAKESIDE PARK RESTROOM
E 101-200-55-25-4590 Water/Sewer Utilities	\$30.97	040005607000	LAKESIDE PARK WATER FOUNTAIN
E 101-200-50-25-4590 Water/Sewer Utilities	\$128.27	040005609000	PW BUILDING METER #1
E 501-000-00-25-4590 Water/Sewer Utilities	\$63.28	040005614000	LIQUOR STORE
E 101-200-55-25-4590 Water/Sewer Utilities	\$30.97	040005724000	HUDSON WOODS PARK
E 101-200-55-25-4590 Water/Sewer Utilities	\$30.97	040005736000	SHORES OF LAKE MITCHELL PARK
E 101-200-55-25-4590 Water/Sewer Utilities	\$30.97	040005737000	WRIGHTS CROSSING PARK
E 101-200-55-25-4590 Water/Sewer Utilities	\$30.97	040005738000	HIGHLINE PARK
E 101-200-55-25-4590 Water/Sewer Utilities	\$30.97	040005764000	MITCHELL FARMS PARK
E 101-200-55-25-4590 Water/Sewer Utilities	\$30.97	040005776000	POWELL PARK
E 101-200-55-25-4590 Water/Sewer Utilities	\$30.97	040005777000	LAKESIDE PARK IRRIGATION
E 101-200-55-25-4590 Water/Sewer Utilities	\$30.97	040005778000	LAKE RIDGE PARK
E 101-200-55-25-4590 Water/Sewer Utilities	\$30.97	040007126000	PARKWAY IRRIGATION
E 101-200-55-25-4590 Water/Sewer Utilities	\$30.97	040007127000	BLUFF PARK
E 101-200-55-25-4590 Water/Sewer Utilities	\$30.97	040007285000	JEFFERSON SQUARE PARK IRRIGATION
<b>Total CITY OF BIG LAKE</b>	<b>\$1,021.99</b>		

Paid Chk# 082376 3/23/2020 **CONNEXUS ENERGY**

E 101-200-50-25-4575 Electricity (Street Lights)	\$36.52	390212-30695	STREET LIGHTS
E 101-200-50-25-4575 Electricity (Street Lights)	\$155.24	390212-30695	STREET LIGHTS
E 101-200-50-25-4575 Electricity (Street Lights)	\$840.32	390212-30695	STREET LIGHTS
E 101-200-50-25-4575 Electricity (Street Lights)	\$1,918.13	390212-30695	STREET LIGHTS
E 301-000-00-25-4570 Electricity	\$1,672.53	390212-30695	WELL #4
E 101-100-20-25-4570 Electricity	\$277.77	390212-30695	POLICE/LIBRARY BLDG
E 301-000-00-25-4570 Electricity	\$903.22	390212-30695	WELL #3
E 401-000-00-25-4570 Electricity	\$211.84	390212-30695	LIFT #1
E 401-000-00-25-4570 Electricity	\$41.95	390212-30695	LIFT #4
E 101-200-55-25-4570 Electricity	\$7.75	390212-30695	CR 5 PARK
E 401-000-00-25-4570 Electricity	\$6,031.16	390212-30695	WASTEWATER PLANT
E 401-000-00-25-4570 Electricity	\$36.61	390212-30695	LIFT #6
E 101-200-55-25-4570 Electricity	\$13.50	390212-30695	PINTAIL PARK
E 101-200-50-25-4570 Electricity	\$30.42	390212-30695	PUBLIC WO5KS SHED
E 101-200-55-25-4570 Electricity	\$13.50	390212-30695	TEAL ST PARK
E 101-200-55-25-4570 Electricity	\$5.00	390212-30695	POWELL PARK
E 401-000-00-25-4570 Electricity	\$110.96	390212-30695	LIFT #7
E 401-000-00-25-4570 Electricity	\$104.64	390212-30695	LIFT #8
E 101-200-55-25-4570 Electricity	\$13.50	390212-30695	LAKESIDE PARK
E 101-200-55-25-4570 Electricity	\$13.50	390212-30695	LAKE RDG DR PARK
E 301-000-00-25-4570 Electricity	\$322.84	390212-30695	WELL #5
E 101-200-50-25-4575 Electricity (Street Lights)	\$756.21	390212-30695	STREET LIGHTS
E 301-000-00-25-4570 Electricity	\$168.15	390212-30695	WATER TOWER
E 101-200-50-25-4575 Electricity (Street Lights)	\$71.82	390212-30695	STREET LIGHTS
E 101-200-50-25-4570 Electricity	\$16.51	390212-30695	COMPOST GATE
E 101-200-50-25-4575 Electricity (Street Lights)	\$13.98	390212-30695	STREET LIGHTS
E 101-200-55-25-4570 Electricity	\$13.50	390212-30695	LAKESIDE PARK
E 301-000-00-25-4570 Electricity	\$3,765.75	390212-30695	WATER TREATMENT PLANT
E 401-000-00-25-4570 Electricity	\$91.24	390212-30695	LIFT #9
E 401-000-00-25-4570 Electricity	\$124.97	390212-30695	LIFT #11
E 401-000-00-25-4570 Electricity	\$206.25	390212-30695	LIFT #10



**\*Check Detail Register©**

Cks 3/20/2020 - 4/1/2020

		Check Amt	Invoice	Comment
E 401-000-00-25-4570	Electricity	\$126.17	390212-30695	LIFT #12
E 401-000-00-25-4570	Electricity	\$64.33	390212-30695	PACIFIC LIFT
E 301-000-00-25-4570	Electricity	\$277.18	390212-30695	WATER TOWER
E 101-200-55-25-4570	Electricity	\$13.50	390212-30695	HIGHLINE DR PARK
E 101-200-55-25-4570	Electricity	\$13.50	390212-30695	MAY CIR PARK
E 301-000-00-25-4570	Electricity	\$308.47	390212-30695	WATER TOWER
E 101-200-55-25-4570	Electricity	\$20.85	390212-30695	LAKESIDE PARK
E 101-100-20-25-4570	Electricity	\$99.90	390212-30695	POLICE/LIBRARY BLDG
E 101-100-20-25-4570	Electricity	\$455.07	390212-30695	POLICE/LIBRARY BLDG
E 301-000-00-25-4570	Electricity	\$123.04	390212-30695	WELL #7
E 401-000-00-25-4570	Electricity	\$5,143.91	390212-30695	WASTEWATER PLANT
E 101-200-55-25-4570	Electricity	\$5.37	390212-30695	NEDD ST IRRIGATION
E 101-200-50-25-4575	Electricity (Street Lights)	\$38.27	390212-30695	STREET LIGHTS
E 601-000-00-25-4570	Electricity	\$52.13	390212-30695	PUBLIC WORKS BLD
E 101-200-50-25-4570	Electricity	\$247.58	390212-30695	PUBLIC WORKS BLD
E 101-200-55-25-4570	Electricity	\$247.58	390212-30695	PUBLIC WORKS BLD
E 301-000-00-25-4570	Electricity	\$247.58	390212-30695	PUBLIC WORKS BLD
E 401-000-00-25-4570	Electricity	\$247.58	390212-30695	PUBLIC WORKS BLD
<b>Total CONNEXUS ENERGY</b>		\$25,721.29		
<b>Paid Chk# 082377 3/23/2020 CORE &amp; MAIN LP</b>				
E 301-000-00-25-4387	Water Meters	\$377.46	L901592	WATER METERS
<b>Total CORE &amp; MAIN LP</b>		\$377.46		
<b>Paid Chk# 082378 3/23/2020 DAHLHEIMER DISTRIBUTING CO</b>				
E 501-000-00-27-4263	Purchases - Beer	\$1,966.55	112-02929	BEER
<b>Total DAHLHEIMER DISTRIBUTING CO</b>		\$1,966.55		
<b>Paid Chk# 082379 3/23/2020 FASTENAL</b>				
E 101-200-55-25-4545	Repair/Maintenance Equipm	\$47.05		PARK REPAIRS
<b>Total FASTENAL</b>		\$47.05		
<b>Paid Chk# 082380 3/23/2020 FOX, STACEY</b>				
E 101-100-92-25-4251	Emergency Management	\$269.43		COVID 19 CLEANING SUPPLIES
<b>Total FOX, STACEY</b>		\$269.43		
<b>Paid Chk# 082381 3/23/2020 GRANITE CITY JOBBING</b>				
E 501-000-00-27-4271	Purchases - Cigars	\$195.52		CIGARS
E 501-000-00-27-4265	Purchases - Mix/Pop	\$7.80		MIX
E 501-000-00-27-4269	Freight - In	\$4.25		FRT
E 501-000-00-25-4210	Operating Supplies	\$70.99		SUPPLIES
E 501-000-00-27-4273	Purchaes - Cigarette non tax	\$707.52	176785	TOBACCO
<b>Total GRANITE CITY JOBBING</b>		\$986.08		
<b>Paid Chk# 082382 3/23/2020 HAWKINS, INC-1</b>				
E 401-000-00-25-4380	Chemicals	\$7,830.86	4680983	SEWER CHEMICALS
E 301-000-00-25-4380	Chemicals	\$594.00	4680985	WATER CHEMICALS
<b>Total HAWKINS, INC-1</b>		\$8,424.86		
<b>Paid Chk# 082383 3/23/2020 JOHNSON BROTHERS WHOLESALE</b>				
E 501-000-00-27-4262	Purchases - Liquor	\$5,554.30	1528690	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$2,137.67	1528691	WINE
E 501-000-00-27-4262	Purchases - Liquor	\$96.00	1528692	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$839.90	1528693	WINE
E 501-000-00-27-4262	Purchases - Liquor	\$5,130.24	1528694	LIQUOR
<b>Total JOHNSON BROTHERS WHOLESALE</b>		\$13,758.11		
<b>Paid Chk# 082384 3/23/2020 MENARD, INC</b>				



**\*Check Detail Register©**

Cks 3/20/2020 - 4/1/2020

		Check Amt	Invoice	Comment
E 401-000-00-25-4540	Repair/Maintenance Building	\$153.69	31250328	WWTP REPARIS
E 101-100-10-25-4212	Other Operations Expenses	\$36.24	31250328	PLANNER OFFICE
<b>Total MENARD, INC</b>		<b>\$189.93</b>		
<b>Paid Chk# 082385 3/23/2020 OREILLY AUTOMOTIVE, INC</b>				
E 101-200-55-25-4430	Vehicle Maintenance	\$17.99	1532-196334	PARK VEHICLE MAINT
E 101-300-75-25-4430	Vehicle Maintenance	\$32.80	1532-197365	POLICE VEHICLE MAINT
E 101-300-75-25-4430	Vehicle Maintenance	\$15.99	1532-199708	POLICE VEHICLE MAINT
E 101-200-50-25-4430	Vehicle Maintenance	\$161.00	1532-200342	STREET VEHICLE MAINT
E 301-000-00-25-4430	Vehicle Maintenance	\$96.27	1532-200363	SKIDSTEER MAINT
E 301-000-00-25-4430	Vehicle Maintenance	\$17.06	1532-200364	SKIDSTEER MAINT
E 401-000-00-25-4430	Vehicle Maintenance	\$125.67	1532-200680	WASTEWATER VEHICLE MAINT
<b>Total OREILLY AUTOMOTIVE, INC</b>		<b>\$466.78</b>		
<b>Paid Chk# 082386 3/23/2020 PAUSTIS WINE COMPANY</b>				
E 501-000-00-27-4264	Purchases - Wine	\$470.75	84115	WINE
<b>Total PAUSTIS WINE COMPANY</b>		<b>\$470.75</b>		
<b>Paid Chk# 082387 3/23/2020 PETROWSKI, SANDY</b>				
E 101-100-25-25-4212	Other Operations Expenses	\$20.00		NOTARY COMMISSION
<b>Total PETROWSKI, SANDY</b>		<b>\$20.00</b>		
<b>Paid Chk# 082388 3/23/2020 PHILLIPS WINE &amp; SPIRITS</b>				
E 501-000-00-27-4262	Purchases - Liquor	\$1,749.99	6016722	LIUQOR
E 501-000-00-27-4264	Purchases - Wine	\$741.25	6016723	WINE
E 501-000-00-27-4265	Purchases - Mix/Pop	\$110.50	6016724	MIX
<b>Total PHILLIPS WINE &amp; SPIRITS</b>		<b>\$2,601.74</b>		
<b>Paid Chk# 082389 3/23/2020 SOUTHERN WINE &amp; SPIRITS OF MN</b>				
E 501-000-00-27-4262	Purchases - Liquor	\$5,304.89	1937776	LIQUOR
E 501-000-00-27-4265	Purchases - Mix/Pop	\$80.24	1937777	MIX
E 501-000-00-27-4264	Purchases - Wine	\$844.00	1937778	WINE
<b>Total SOUTHERN WINE &amp; SPIRITS OF MN</b>		<b>\$6,229.13</b>		
<b>Paid Chk# 082390 3/23/2020 UNIQUE PAVING MATERIALS</b>				
E 101-200-50-25-4340	Hot Mix	\$270.00	50881	COLD MIX
E 101-200-50-25-4340	Hot Mix	\$243.00	50991	COLD MIX
<b>Total UNIQUE PAVING MATERIALS</b>		<b>\$513.00</b>		
<b>Paid Chk# 082391 3/23/2020 UNLIMITED SUPPLIES, INC</b>				
E 101-200-50-25-4385	Shop Materials	\$318.98	352333	WELDING SUPPLIES
<b>Total UNLIMITED SUPPLIES, INC</b>		<b>\$318.98</b>		
<b>Paid Chk# 082392 3/23/2020 VIKING COCA-COLA</b>				
E 501-000-00-27-4265	Purchases - Mix/Pop	\$327.80	2505204	MIX
E 501-000-00-27-4263	Purchases - Beer	\$249.60	2505205	BEER
<b>Total VIKING COCA-COLA</b>		<b>\$577.40</b>		
<b>Paid Chk# 082393 3/23/2020 VINO COPIA</b>				
E 501-000-00-27-4264	Purchases - Wine	\$448.00	0253913-IN	WINE
E 501-000-00-27-4262	Purchases - Liquor	\$302.97	0253913-IN	LIQUOR
E 501-000-00-27-4269	Freight - In	\$20.00	0253913-IN	FRT
<b>Total VINO COPIA</b>		<b>\$770.97</b>		
<b>Paid Chk# 082394 3/23/2020 WEST SHERBURNE TRIBUNE</b>				
G 101-1150	Accounts Receivable	\$188.87		MUSIC IN PARK
E 280-000-00-25-4220	Advertising	\$188.88		FARMERS MARKET
<b>Total WEST SHERBURNE TRIBUNE</b>		<b>\$377.75</b>		



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<b>Paid Chk# 082395 3/23/2020 WINE MERCHANTS</b>				
E 501-000-00-27-4264	Purchases - Wine	\$564.00	7278754	WINE
<b>Total WINE MERCHANTS</b>		<b>\$564.00</b>		
<b>Paid Chk# 082396 3/23/2020 XCEL ENERGY</b>				
E 301-000-00-25-4570	Electricity	\$376.33	51-4262692-4	PUMPHOUSE 1 JAN
E 301-000-00-25-4582	Solar	(\$39.37)	51-4262692-4	PUMPHOUSE SOLAR CREDIT
E 401-000-00-25-4570	Electricity	\$197.41	51-4262692-4	LIFT 256 CRESCENT JAN
E 401-000-00-25-4582	Solar	(\$81.42)	51-4262692-4	LIFT 256 CRESCENT SOLAR CREDIT
E 101-200-55-25-4570	Electricity	\$299.67	51-4262692-4	SKATING RINK SERVICE JAN
E 501-000-00-25-4570	Electricity	\$84.93	51-4262692-4	621 ROSE DR JAN
E 501-000-00-25-4582	Solar	(\$657.84)	51-4262692-4	621 ROSE DR SOLAR CREDIT
E 301-000-00-25-4570	Electricity	\$61.91	51-4262692-4	PUMPHOUSE 301 MN DEC
E 301-000-00-25-4582	Solar	(\$181.38)	51-4262692-4	PUMPHOUSE 301 MN SOLAR CREDIT
E 101-100-15-25-4570	Electricity	\$1,174.45	51-4262692-4	CITY HALL DEC
E 101-100-15-25-4582	Solar	(\$473.24)	51-4262692-4	CITY HALL SOLAR CREDIT JAN
E 101-200-50-25-4575	Electricity (Street Lights)	\$19.65	51-4262692-4	CROSS WALK 601 MN JAN
E 401-000-00-25-4570	Electricity	\$87.11	51-4262692-4	SEWER PLANT JAN
E 401-000-00-25-4580	Natural Gas	\$25.00	51-4262692-4	SEWER PLANT JAN
E 401-000-00-25-4582	Solar	(\$18.33)	51-4262692-4	SEWER PLANT SOLAR CREDIT
E 401-000-00-25-4580	Natural Gas	\$2,576.21	51-4262692-4	SEWER PLANT JAN
E 101-200-55-25-4570	Electricity	\$19.76	51-4262692-4	514 FOREST RD JAN
E 101-200-55-25-4582	Solar	(\$5.95)	51-4262692-4	514 FOREST RD SOLAR CREDIT JAN
E 501-000-00-25-4570	Electricity	\$1,356.24	51-4262692-4	615 ROSE DR JAN
E 101-200-50-25-4575	Electricity (Street Lights)	\$49.88	51-4262692-4	CITY HALL ST LIGHT JAN
E 101-200-50-25-4582	Solar	(\$6.58)	51-4262692-4	CITY HALL ST LIGHT SOLAR CREDIT JAN
E 101-200-50-25-4575	Electricity (Street Lights)	\$45.06	51-4262692-4	ST LIGHTS EAGLE LAKE RD JAN
E 401-000-00-25-4580	Natural Gas	\$1,459.32	51-4262692-4	SEWER PLANT JAN
E 101-200-50-25-4575	Electricity (Street Lights)	\$87.16	51-4262692-4	10 LAKE ST UNIT SIGNAL JAN
E 101-200-50-25-4582	Solar	(\$30.86)	51-4262692-4	10 LAKE ST UNIT SIGNAL SOLAR CREDIT JAN
E 101-200-50-25-4575	Electricity (Street Lights)	\$116.14	51-4262692-4	10 LAKE ST UNIT SIGNAL JAN
E 401-000-00-25-4570	Electricity	\$1,534.22	51-4262692-4	SEWER LIFT JAN
E 401-000-00-25-4582	Solar	(\$465.70)	51-4262692-4	SEWER LIFT SOLAR CREDIT
R 401-000-4151	Refunds & Reimbursements	(\$0.05)	51-4262692-4	2018 ELEC TAX CREDIT
<b>Total XCEL ENERGY</b>		<b>\$7,609.73</b>		
<b>Paid Chk# 082397 3/24/2020 ASTLEFORD INTERNATIONAL</b>				
E 199-000-50-70-4316	Capital Purchases/Improve	\$89,406.84	U6664	2021 INTL HV507 - DUMP TRUCK - VIN#8449
<b>Total ASTLEFORD INTERNATIONAL</b>		<b>\$89,406.84</b>		
<b>Paid Chk# 082398 3/24/2020 BERGANKDV</b>				
E 101-100-10-20-4140	Audit	\$250.00	1073740	2019 AUDIT - INTERIM BILLING
E 101-100-15-20-4140	Audit	\$2,500.00	1073740	2019 AUDIT - INTERIM BILLING
E 101-100-25-20-4140	Audit	\$500.00	1073740	2019 AUDIT - INTERIM BILLING
E 101-100-30-20-4140	Audit	\$500.00	1073740	2019 AUDIT - INTERIM BILLING
E 101-200-40-20-4140	Audit	\$250.00	1073740	2019 AUDIT - INTERIM BILLING
E 101-200-50-20-4140	Audit	\$2,500.00	1073740	2019 AUDIT - INTERIM BILLING
E 101-200-55-20-4140	Audit	\$1,875.00	1073740	2019 AUDIT - INTERIM BILLING
E 101-300-75-20-4140	Audit	\$2,875.00	1073740	2019 AUDIT - INTERIM BILLING
E 275-000-00-20-4140	Audit	\$375.00	1073740	2019 AUDIT - INTERIM BILLING
E 301-000-00-20-4140	Audit	\$4,125.00	1073740	2019 AUDIT - INTERIM BILLING
E 401-000-00-20-4140	Audit	\$4,125.00	1073740	2019 AUDIT - INTERIM BILLING
E 601-000-00-20-4140	Audit	\$1,250.00	1073740	2019 AUDIT - INTERIM BILLING
E 501-000-00-20-4140	Audit	\$3,875.00	1073740	2019 AUDIT - INTERIM BILLING
<b>Total BERGANKDV</b>		<b>\$25,000.00</b>		
<b>Paid Chk# 082399 3/24/2020 BERNICKS PEPSI</b>				
E 501-000-00-27-4263	Purchases - Beer	\$1,366.50	101747	LIQUOR STORE - BEER ORDER



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E 501-000-00-27-4265	Purchases - Mix/Pop	\$103.72	101748	LIQUOR STORE - MIX/BAR SUPPLIES
<b>Total BERNICKS PEPSI</b>		\$1,470.22		
<b>Paid Chk# 082400 3/24/2020 BOLTON &amp; MENK INC</b>				
E 101-200-40-20-4150	Engineering	\$810.00	0247660	BOLTON & MENK - FEBRUARY SERVICES REGIION 7W TAC MEETING
G 101-2055	Escrow Payable	\$270.00	0247660	BOLTON & MENK - FEBRUARY SERVICES - COMMONBOND -MARKETPLACE ESCROW
G 101-2055	Escrow Payable	\$695.00	0247660	BOLTON & MENK - FEBRUARY SERVICES - HOGLUND BUS - VISION ESCROW
G 499-1600	Construction WIP	\$745.00	0247660	BOLTON & MENK - FEBRUARY SERVICES-WWTP CUP
<b>Total BOLTON &amp; MENK INC</b>		\$2,520.00		
<b>Paid Chk# 082401 3/24/2020 CHARTER COMMUNICATIONS</b>				
E 301-000-00-25-4230	Telephone/Internet	\$46.25	98092031720	WATER PLANT PHONE LINE - 17991 203RD AVE MARCH SERVICE
<b>Total CHARTER COMMUNICATIONS</b>		\$46.25		
<b>Paid Chk# 082402 3/24/2020 OTI INC</b>				
E 101-200-50-25-4315	Compost/Woodchipper	\$9,200.00	20-068	GRINDING AT COMPOST FACILITY - GRANT REIMB
<b>Total OTI INC</b>		\$9,200.00		
<b>Paid Chk# 082403 3/24/2020 QUALITY FLOW SYSTEMS</b>				
E 499-000-00-25-4545	Repair/Maintenance Equipm	\$7,880.00	38709	LIFT STATION 2 REPAIRS
<b>Total QUALITY FLOW SYSTEMS</b>		\$7,880.00		
<b>Paid Chk# 082404 3/26/2020 BIG LAKE CENTER OWNERS ASSOC.</b>				
E 501-000-00-25-4570	Electricity	\$15.99		LIQUOR STORE LIGHTS
E 501-000-00-25-4570	Electricity	\$4.63		LIQUOR STORE SIGN
E 501-000-00-25-4590	Water/Sewer Utilities	\$7.74		LIQUOR UTILITIES MARCH
E 501-000-00-25-4590	Water/Sewer Utilities	\$7.74		LIQUOR UTILITIES APRIL
<b>Total BIG LAKE CENTER OWNERS ASSOC.</b>		\$36.10		
<b>Paid Chk# 082405 3/26/2020 BIG LAKE FIRE DEPARTMENT</b>				
E 199-000-85-70-4316	Capital Purchases/Improve	\$928.77	2020-07	5 TABLETS FOR TRUCKS
<b>Total BIG LAKE FIRE DEPARTMENT</b>		\$928.77		
<b>Paid Chk# 082406 3/26/2020 DAHLHEIMER DISTRIBUTING CO</b>				
E 501-000-00-27-4263	Purchases - Beer	\$21,248.60	112-02910	BEER
E 501-000-00-27-4274	Bottle/Keg Purchases - non t	\$90.00	112-02910	KEG DEPOSIT
E 501-000-00-27-4267	Purchases - Non Alcoholic B	\$95.15	112-02910	NA BEER
E 501-000-00-27-4265	Purchases - Mix/Pop	\$172.00	112-02910	MIX
E 501-000-00-27-4263	Purchases - Beer	\$312.00	112-02960	BEER
<b>Total DAHLHEIMER DISTRIBUTING CO</b>		\$21,917.75		
<b>Paid Chk# 082407 3/26/2020 ECM PUBLISHERS, INC.</b>				
E 501-000-00-25-4220	Advertising	\$290.00	764956	LIQUOR STORE ADVERTISING
G 499-1600	Construction WIP	\$126.00	765803	WWTP EXPANSION
G 101-2055	Escrow Payable	\$63.00	765804	AEON STATION BL STATION ESCROW
G 150-2055	Escrow Payable	\$58.50	765805	BIG LAKE HOUSING
G 150-2055	Escrow Payable	(\$58.50)	765805	BIG LAKE HOUSING
G 101-2055	Escrow Payable	\$58.50	765805	BIG LAKE HOUSING
G 101-2055	Escrow Payable	\$67.50	765806	CAR CONDOS ESCROW
G 101-2055	Escrow Payable	\$58.50	765807	SANDHILL ESCROW (SIEMRS)
<b>Total ECM PUBLISHERS, INC.</b>		\$663.50		
<b>Paid Chk# 082408 3/26/2020 LUPULIN BREWING LLC</b>				
E 501-000-00-27-4263	Purchases - Beer	\$883.50	28010	BEER
<b>Total LUPULIN BREWING LLC</b>		\$883.50		



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<b>Paid Chk# 082409 3/30/2020 AFLAC</b>				
G 101-2183	Other Pre-Tax Insurance Payabl	\$180.96	159582	MARCH AFLAC
<b>Total AFLAC</b>		\$180.96		
<b>Paid Chk# 082410 3/30/2020 BANYON DATA SYSTEMS</b>				
E 101-105-15-25-4130	Computers/Software	\$432.50	00160083	SPECIAL ASSESS MODULE 2020
E 301-000-00-25-4130	Computers/Software	\$216.25	00160083	SPECIAL ASSESS MODULE 2020
E 401-000-00-25-4130	Computers/Software	\$216.25	00160083	SPECIAL ASSESS MODULE 2020
E 301-000-00-25-4130	Computers/Software	\$798.75	00160083	UB MODULE 2020
E 401-000-00-25-4130	Computers/Software	\$798.75	00160083	UB MODULE 2020
E 601-000-00-25-4130	Computers/Software	\$177.50	00160083	UB MODULE 2020
<b>Total BANYON DATA SYSTEMS</b>		\$2,640.00		
<b>Paid Chk# 082411 3/30/2020 BELL BOY CORPORATION-1</b>				
E 501-000-00-27-4264	Purchases - Wine	\$100.00		WINE
E 501-000-00-27-4269	Freight - In	\$37.80		FRT
E 501-000-00-27-4269	Freight - In	\$2.10		FRT
E 501-000-00-27-4262	Purchases - Liquor	\$2,182.78	0083368800	LIQUOR
E 501-000-00-27-4265	Purchases - Mix/Pop	\$20.43	0101085000	MIX
<b>Total BELL BOY CORPORATION-1</b>		\$2,343.11		
<b>Paid Chk# 082412 3/30/2020 BERNICKS PEPSI</b>				
E 501-000-00-27-4263	Purchases - Beer	\$4,012.95	102536	BEER
E 501-000-00-27-4265	Purchases - Mix/Pop	\$107.64	102537	MIX
<b>Total BERNICKS PEPSI</b>		\$4,120.59		
<b>Paid Chk# 082413 3/30/2020 BREAKTHRU BEVERAGE</b>				
E 501-000-00-27-4265	Purchases - Mix/Pop	\$82.00		MIX
E 501-000-00-27-4262	Purchases - Liquor	\$8,534.60		LIQUOR
E 501-000-00-27-4262	Purchases - Liquor	\$2,521.95		LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$538.00	1081117579	WINE
E 501-000-00-27-4264	Purchases - Wine	\$33.00	1081117801	WINE
<b>Total BREAKTHRU BEVERAGE</b>		\$11,709.55		
<b>Paid Chk# 082414 3/30/2020 C&amp;L DISTRIBUTING COMPANY</b>				
E 501-000-00-27-4274	Bottle/Keg Purchases - non t	\$30.00		KEG DEPOSIT
E 501-000-00-27-4265	Purchases - Mix/Pop	\$83.00		MIX
E 501-000-00-27-4267	Purchases - Non Alcoholic B	\$44.40		NA BEER
E 501-000-00-27-4263	Purchases - Beer	\$4,147.50	1067001648	BEER
E 501-000-00-27-4263	Purchases - Beer	(\$85.60)	1067001649	CREDIT
E 501-000-00-27-4263	Purchases - Beer	\$23,928.00	961004216	BEER
<b>Total C&amp;L DISTRIBUTING COMPANY</b>		\$28,147.30		
<b>Paid Chk# 082415 3/30/2020 CHARTER COMMUNICATIONS</b>				
E 101-200-55-25-4230	Telephone/Internet	\$144.98	017101503212	LAKESIDE PARK INTERNET
<b>Total CHARTER COMMUNICATIONS</b>		\$144.98		
<b>Paid Chk# 082416 3/30/2020 CORE &amp; MAIN LP</b>				
E 301-000-00-25-4387	Water Meters	\$128.00	M064899	METER PARTS JP BROOKS
<b>Total CORE &amp; MAIN LP</b>		\$128.00		
<b>Paid Chk# 082417 3/30/2020 GRANITE CITY JOBBING</b>				
E 501-000-00-27-4273	Purchaes - Cigarette non tax	\$797.16	177601	TOBACCO
E 501-000-00-27-4271	Purchases - Cigars	\$71.77	177601	CIGARS
E 501-000-00-27-4265	Purchases - Mix/Pop	\$49.83	177601	MIX
E 501-000-00-27-4269	Freight - In	\$4.25	177601	FRT
<b>Total GRANITE CITY JOBBING</b>		\$923.01		



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<b>Paid Chk# 082418 3/30/2020 JOHNSON BROTHERS WHOLESALE</b>				
E 501-000-00-27-4262	Purchases - Liquor	\$6,128.96	1532612	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$6,432.24	1532613	WINE
E 501-000-00-27-4263	Purchases - Beer	\$25.60	1532614	BEER
E 501-000-00-27-4265	Purchases - Mix/Pop	\$281.00	1532615	MIX
E 501-000-00-27-4262	Purchases - Liquor	\$6,081.25	1532616	LIQUOR
E 501-000-00-27-4262	Purchases - Liquor	\$176.00	1532617	LIQUOR
E 501-000-00-27-4265	Purchases - Mix/Pop	\$2,097.55	1532618	WINE
<b>Total JOHNSON BROTHERS WHOLESALE</b>		<b>\$21,222.60</b>		
<b>Paid Chk# 082419 3/30/2020 PHILLIPS WINE &amp; SPIRITS</b>				
E 501-000-00-27-4262	Purchases - Liquor	\$3,005.43	6019002	LIQUOR\
E 501-000-00-27-4264	Purchases - Wine	\$1,580.25	6019003	WINE
E 501-000-00-27-4265	Purchases - Mix/Pop	\$73.00	6019004	MIX
<b>Total PHILLIPS WINE &amp; SPIRITS</b>		<b>\$4,658.68</b>		
<b>Paid Chk# 082420 3/30/2020 RYAN ROSE TRUCKING INC</b>				
E 199-000-50-70-4316	Capital Purchases/Improve	\$1,300.00	0103476-1	FORKLIFT & SKIDS
<b>Total RYAN ROSE TRUCKING INC</b>		<b>\$1,300.00</b>		
<b>Paid Chk# 082421 3/30/2020 SHERBURNE CO AUDITOR-TREASURER</b>				
E 101-100-15-20-4175	Assessing	\$25,832.00	9235	2020 PROP TAX APPRAISALS
E 301-000-00-20-4175	Assessing	\$60.00	9249	2020 ASSESSMENTS
E 101-100-15-20-4175	Assessing	\$1,810.00	9249	2020 ASSESSMENTS
<b>Total SHERBURNE CO AUDITOR-TREASURER</b>		<b>\$27,702.00</b>		
<b>Paid Chk# 082422 3/30/2020 SMALL LOT MN</b>				
E 501-000-00-27-4264	Purchases - Wine	\$216.00	MN35728	WINE
E 501-000-00-27-4269	Freight - In	\$9.00	MN35728	FRT
<b>Total SMALL LOT MN</b>		<b>\$225.00</b>		
<b>Paid Chk# 082423 3/30/2020 SOUTHERN WINE &amp; SPIRITS OF MN</b>				
E 501-000-00-27-4262	Purchases - Liquor	\$11,442.81	1939134	LIQUOR
E 501-000-00-27-4266	Purchases - Misc	\$76.26	1939135	MIX
E 501-000-00-27-4264	Purchases - Wine	\$806.00	1939136	WINE
<b>Total SOUTHERN WINE &amp; SPIRITS OF MN</b>		<b>\$12,325.07</b>		
<b>Paid Chk# 082424 3/30/2020 TDS MEDIA DIRECT, INC</b>				
E 501-000-00-25-4220	Advertising	\$309.00	82163	LIQUOR STORE ADVERTISING
<b>Total TDS MEDIA DIRECT, INC</b>		<b>\$309.00</b>		
<b>Paid Chk# 082425 3/30/2020 T-MOBILE</b>				
E 101-100-10-25-4230	Telephone/Internet	\$16.53		PLANNER CELL PHONE
E 101-400-56-25-4230	Telephone/Internet	\$16.53		RECREATION CORD CELL PHONE
E 101-100-30-25-4230	Telephone/Internet	\$16.53		BUILDING OFFICIAL CELL PHONE
E 101-300-75-25-4230	Telephone/Internet	\$420.38		POLICE CELL PHONE/EXTENSION PHONE
<b>Total T-MOBILE</b>		<b>\$469.97</b>		
<b>Paid Chk# 082426 3/30/2020 UNLIMITED SUPPLIES, INC</b>				
E 101-100-92-25-4251	Emergency Management	\$294.46	353466	GLOVES COVID 19
<b>Total UNLIMITED SUPPLIES, INC</b>		<b>\$294.46</b>		
<b>Paid Chk# 082427 3/30/2020 VIKING COCA-COLA</b>				
E 501-000-00-27-4265	Purchases - Mix/Pop	\$245.05	2505294	MIX
E 501-000-00-27-4263	Purchases - Beer	\$156.00	2505295	BEER
<b>Total VIKING COCA-COLA</b>		<b>\$401.05</b>		
<b>Paid Chk# 082428 3/30/2020 VINOCOPIA</b>				



**\*Check Detail Register©**

Cks 3/20/2020 - 4/1/2020

		Check Amt	Invoice	Comment
E 501-000-00-27-4264	Purchases - Wine	\$112.00		WINE
E 501-000-00-27-4269	Freight - In	\$5.00		FRT
E 501-000-00-27-4262	Purchases - Liquor	\$106.00	0254222-IN	LIQUOR
<b>Total VINOCOPIA</b>		\$223.00		
<hr/>				
Paid Chk# 082429	3/30/2020	<b>WINE MERCHANTS</b>		
E 501-000-00-27-4264	Purchases - Wine	\$648.00	7279479	WINE
<b>Total WINE MERCHANTS</b>		\$648.00		
<hr/>				
Paid Chk# 082430	4/1/2020	<b>BELL BOY CORPORATION-1</b>		
E 501-000-00-25-4210	Operating Supplies	\$165.58		SUPPLIES
E 501-000-00-27-4269	Freight - In	\$2.96		FRT
E 501-000-00-27-4264	Purchases - Wine	\$250.00		WINE
E 501-000-00-27-4269	Freight - In	\$13.20		FRT
E 501-000-00-27-4262	Purchases - Liquor	\$97.00	0083449100	LIQUOR
E 501-000-00-27-4265	Purchases - Mix/Pop	\$42.00	0101110100	MIX
<b>Total BELL BOY CORPORATION-1</b>		\$570.74		
<hr/>				
Paid Chk# 082431	4/1/2020	<b>BERNICKS PEPSI</b>		
E 501-000-00-27-4263	Purchases - Beer	\$1,510.60	65463	BEER
E 501-000-00-27-4274	Bottle/Keg Purchases - non t	(\$30.00)	65463	KEG RETURN
E 501-000-00-27-4265	Purchases - Mix/Pop	\$26.29	65464	MIX
<b>Total BERNICKS PEPSI</b>		\$1,506.89		
<hr/>				
Paid Chk# 082432	4/1/2020	<b>CHARTER COMMUNICATIONS</b>		
E 301-000-00-25-4230	Telephone/Internet	\$116.97	010708303252	WATER FACILITY INTERNET
<b>Total CHARTER COMMUNICATIONS</b>		\$116.97		
<hr/>				
Paid Chk# 082433	4/1/2020	<b>CIVICPLUS</b>		
E 194-105-15-25-4130	Computers/Software	\$2,625.00	198295	CIVIPLUS WEATHER ALERTS ANNUAL FEE
<b>Total CIVICPLUS</b>		\$2,625.00		
<hr/>				
Paid Chk# 082434	4/1/2020	<b>DAHLHEIMER DISTRIBUTING CO</b>		
E 501-000-00-27-4274	Bottle/Keg Purchases - non t	\$60.00		KEG DEPOSIT
E 501-000-00-27-4267	Purchases - Non Alcoholic B	\$56.80		NA BEER
E 501-000-00-27-4265	Purchases - Mix/Pop	\$27.00		MIX
E 501-000-00-27-4263	Purchases - Beer	\$17,608.10	112-03015	BEER
E 501-000-00-27-4263	Purchases - Beer	(\$60.00)	121558	CREDIT
<b>Total DAHLHEIMER DISTRIBUTING CO</b>		\$17,691.90		
<hr/>				
Paid Chk# 082435	4/1/2020	<b>DOORSTEP D.O.T. MEDICAL CERT</b>		
E 301-000-00-20-4185	Medical Exams	\$69.00		NEW HIRE EXAM
E 401-000-00-20-4185	Medical Exams	\$69.00		NEW HIRE EXAM
<b>Total DOORSTEP D.O.T. MEDICAL CERT</b>		\$138.00		
<hr/>				
Paid Chk# 082436	4/1/2020	<b>EHLERS AND ASSOCIATES, INC.</b>		
E 101-100-25-25-4238	Training/Schools	\$295.00	PFS20-012020	TRAINING KLIMMEK
<b>Total EHLERS AND ASSOCIATES, INC.</b>		\$295.00		
<hr/>				
Paid Chk# 082437	4/1/2020	<b>ELK RIVER WINLECTRIC CO.</b>		
E 301-000-00-25-4212	Other Operations Expenses	\$98.64	311213 00	LIGHTS
E 401-000-00-25-4212	Other Operations Expenses	\$55.50	311359 00	LIGHTS
<b>Total ELK RIVER WINLECTRIC CO.</b>		\$154.14		
<hr/>				
Paid Chk# 082438	4/1/2020	<b>FOX, STACEY</b>		
E 101-100-92-25-4251	Emergency Management	\$91.18		COVID 19 CLEANING SUPPLIES
<b>Total FOX, STACEY</b>		\$91.18		
<hr/>				
Paid Chk# 082439	4/1/2020	<b>HACH COMPANY</b>		



**\*Check Detail Register©**

Cks 3/20/2020 - 4/1/2020

		Check Amt	Invoice	Comment
E 301-000-00-25-4545	Repair/Maintenance Equipm	\$537.63	11846151	WATER REPAIRS
E 301-000-00-25-4545	Repair/Maintenance Equipm	\$833.77	11852287	WATER REPAIRS
<b>Total HACH COMPANY</b>		\$1,371.40		
<b>Paid Chk# 082440 4/1/2020 HARD DRIVES INC</b>				
E 175-000-00-25-4257	Contractors Hired	\$6,588.93		CR 5 & HIAWATHA PAY APP 9
G 175-2065	Retainage Payable	\$6,000.00		CR 5 & HIAWATHA PAY APP 9
G 175-2065	Retainage Payable	(\$1,000.00)		RETAINAGE FOR FINAL
<b>Total HARD DRIVES INC</b>		\$11,588.93		
<b>Paid Chk# 082441 4/1/2020 HAWKINS, INC-1</b>				
E 401-000-00-25-4380	Chemicals	\$3,411.38	468/4426	WWTP CHEMICALS
E 401-000-00-25-4380	Chemicals	\$2,763.39	4684567	WWTP CHEMICALS
E 301-000-00-25-4380	Chemicals	\$2,559.68	4684568	WATER CHEMICALS
<b>Total HAWKINS, INC-1</b>		\$8,734.45		
<b>Paid Chk# 082442 4/1/2020 IUOE LOCAL #49</b>				
G 101-2175	Other Withholding	\$455.00		PUBLIC WORKS UNION DUES APRIL 2020
<b>Total IUOE LOCAL #49</b>		\$455.00		
<b>Paid Chk# 082443 4/1/2020 IUOE LOCAL 49 FRINGE BENEFIT</b>				
G 101-2185	Union Health Insurance - EE/ER	\$16,445.00		PUBLIC WORKS HEALTH INSURANCE
<b>Total IUOE LOCAL 49 FRINGE BENEFIT</b>		\$16,445.00		
<b>Paid Chk# 082444 4/1/2020 JOHNSON BROTHERS WHOLESALE</b>				
E 501-000-00-27-4262	Purchases - Liquor	\$738.00	1526309	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$399.84	1526310	DEPOSIT ON 3/26/2020 OFF TO BANK LIQUOR STORE
E 501-000-00-27-4262	Purchases - Liquor	\$738.00	1531204	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	\$194.64	1531205	WINE
<b>Total JOHNSON BROTHERS WHOLESALE</b>		\$2,070.48		
<b>Paid Chk# 082445 4/1/2020 LAW ENFORCEMENT LABOR SERVICE</b>				
G 101-2175	Other Withholding	\$620.00		POLICE UNION DUES APRIL 2020
<b>Total LAW ENFORCEMENT LABOR SERVICE</b>		\$620.00		
<b>Paid Chk# 082446 4/1/2020 LUPULIN BREWING LLC</b>				
E 501-000-00-27-4263	Purchases - Beer	\$220.00	28099	BEER
E 501-000-00-27-4274	Bottle/Keg Purchases - non t	\$30.00	28099	KEG DEPOSIT
<b>Total LUPULIN BREWING LLC</b>		\$250.00		
<b>Paid Chk# 082447 4/1/2020 MUNICIPAL BUILDERS, INC</b>				
G 499-1600	Construction WIP	\$239,600.00		WASTE WATER TREATMENT FACILITY IMPROVMENTS PAY EST 2
G 499-2065	Retainage Payable	(\$11,980.00)		WASTE WATER TREATMENT FACILITY IMPROVMENTS PAY EST 2/RETAINAGE
<b>Total MUNICIPAL BUILDERS, INC</b>		\$227,620.00		
<b>Paid Chk# 082448 4/1/2020 OFFICE DEPOT</b>				
E 101-100-10-25-4210	Operating Supplies	\$13.26		PLANNER
E 101-200-40-25-4210	Operating Supplies	\$13.26		ENGINEERING
E 101-100-30-25-4210	Operating Supplies	\$26.52		BUILDING
E 101-100-25-25-4210	Operating Supplies	\$26.52		EDA
E 101-100-15-25-4210	Operating Supplies	\$172.38		CITY HALL
E 101-100-05-25-4210	Operating Supplies	\$13.26	460974721001	MAYOR/COUNCIL
E 101-100-10-25-4210	Operating Supplies	\$113.20	461041864001	PLANNINGER
E 101-100-25-25-4210	Operating Supplies	\$17.68	461043543001	EDA
E 101-100-15-25-4210	Operating Supplies	\$18.67	461788575001	CITY HALL
<b>Total OFFICE DEPOT</b>		\$414.75		



**\*Check Detail Register©**

Cks 3/20/2020 - 4/1/2020

			Check Amt	Invoice	Comment
<b>Paid Chk# 082449 4/1/2020 PAUSTIS WINE COMPANY</b>					
E 501-000-00-27-4264	Purchases - Wine	\$895.78	84865		WINE
E 501-000-00-27-4269	Freight - In	\$10.00	84865		FRT
E 501-000-00-27-4264	Purchases - Wine	\$355.00	84866		WINE
E 501-000-00-27-4269	Freight - In	\$8.75	84866		FRT
<b>Total PAUSTIS WINE COMPANY</b>		<b>\$1,269.53</b>			
<b>Paid Chk# 082450 4/1/2020 PROFESSIONAL CREDIT ANALYSTS</b>					
E 101-300-75-25-4110	Bank or Collection Charges	\$28.00			RITSCHKE 2129 PD AT CITY
<b>Total PROFESSIONAL CREDIT ANALYSTS</b>		<b>\$28.00</b>			
<b>Paid Chk# 082451 4/1/2020 QUALITY FLOW SYSTEMS</b>					
E 499-000-00-25-4545	Repair/Maintenance Equipm	\$9,140.00	38757		LIFT 8 REPAIRS
<b>Total QUALITY FLOW SYSTEMS</b>		<b>\$9,140.00</b>			
<b>Paid Chk# 082452 4/1/2020 SCHARF, SARAH</b>					
E 101-100-10-25-4257	Contractors Hired	\$75.00			VIDEO TAPE PLANNING MEETING 04/01/2020
<b>Total SCHARF, SARAH</b>		<b>\$75.00</b>			
<b>Paid Chk# 082453 4/1/2020 SHERBURNE CO AUDITOR-TREASURER</b>					
E 101-100-15-25-4120	Real Estate Taxes	\$1,682.00	65-556-0002		LAKE LIQUOR JERKY SHOP
E 141-000-00-25-4121	Special Assessments	\$25,884.37	65-567-0010		BL INDUSTRIAL PARK
E 141-000-00-25-4121	Special Assessments	\$2,769.68	65-567-0105		BL INDUSTRIAL PARK
E 141-000-00-25-4121	Special Assessments	\$4,071.92	65-567-0205		BL INDUSTRIAL PARK
E 141-000-00-25-4121	Special Assessments	\$3,238.62	65-590-0105		BL INDUSTRIAL PARK
E 141-000-00-25-4121	Special Assessments	\$3,643.45	65-590-0110		BL INDUSTRIAL PARK
E 141-000-00-25-4121	Special Assessments	\$6,752.53	65-590-0115		BL INDUSTRIAL PARK
<b>Total SHERBURNE CO AUDITOR-TREASURER</b>		<b>\$48,042.57</b>			
<b>Paid Chk# 082454 4/1/2020 SHERBURNE COUNTY ATTORNEY</b>					
E 277-000-00-20-4170	Legal	\$510.00	ICR 20001242		2003 FORD 150 BRIAN STRONG
<b>Total SHERBURNE COUNTY ATTORNEY</b>		<b>\$510.00</b>			
<b>Paid Chk# 082455 4/1/2020 SUBURBAN TIRE WHOLESALE INC</b>					
E 101-300-75-25-4410	Tires	\$405.00	10168421		POLICE TIRES
<b>Total SUBURBAN TIRE WHOLESALE INC</b>		<b>\$405.00</b>			
<b>Paid Chk# 082456 4/1/2020 UNIQUE PAVING MATERIALS</b>					
E 101-200-50-25-4360	Sealcoat/Crackfill	\$261.90	51090		COLD MIX
E 101-200-50-25-4360	Sealcoat/Crackfill	\$268.65	51195		COLD MIX
E 101-200-50-25-4360	Sealcoat/Crackfill	\$270.00	51531		COLD MIX
<b>Total UNIQUE PAVING MATERIALS</b>		<b>\$800.55</b>			
<b>Paid Chk# 082457 4/1/2020 UNLIMITED SUPPLIES, INC</b>					
E 101-200-50-25-4215	Uniforms/Clothing	\$42.72	353721		SAFETY GLASSES
E 101-200-50-25-4385	Shop Materials	\$132.18	353783		SHOP SUPPLIES
<b>Total UNLIMITED SUPPLIES, INC</b>		<b>\$174.90</b>			
<b>Paid Chk# 082458 4/1/2020 VICTORY DOOR SYSTMES, INC</b>					
E 401-000-00-25-4540	Repair/Maintenance Building	\$150.00	10895		WWTP DOOR REPAIR
<b>Total VICTORY DOOR SYSTMES, INC</b>		<b>\$150.00</b>			
<b>Paid Chk# 082459 4/1/2020 VIKING INDUSTRIAL CENTER</b>					
E 301-000-00-25-4545	Repair/Maintenance Equipm	\$642.47	3189149		WATER - GAS METERS
<b>Total VIKING INDUSTRIAL CENTER</b>		<b>\$642.47</b>			
<b>Paid Chk# 082460 4/1/2020 WEX BANK</b>					
E 101-200-55-25-4405	Motor Fuel	\$63.05			PARK MOTOR FUEL



**\*Check Detail Register©**

Cks 3/20/2020 - 4/1/2020

	Check Amt	Invoice	Comment
Total WEX BANK	\$63.05		
1010 US BANK	\$840,457.32		

**Fund Summary**

**1010 US BANK**

101 GENERAL FUND	\$189,504.71
141 IND PK EXP LAND PURCH	\$46,360.57
150 CAPITAL PROJECT/LOCAL DEVELOPM	\$396.00
175 CAPITAL PROJECT/STREET IMPROVE	\$11,588.93
194 COMPUTER REPLACEMENT FUND	\$2,625.00
198 INFRASTRUCTURE IMPRMNT FUND	\$756.50
199 EQUIP & BLDG REPLACEMENTS	\$91,635.61
275 ECONOMIC DEVELOPMENT AUTHORITY	\$375.00
277 DWI FORFEITURE	\$510.00
280 FARMERS MARKET	\$188.88
301 WATER ENTERPRISE FUND	\$19,323.45
401 SEWER ENTERPRISE FUND	\$37,892.44
499 SEWER-EQUIP/BLDG REPLCMNT FUND	\$245,511.00
501 LIQUOR ENTERPRISE FUND	\$192,309.60
601 STORM SEWER ENTERPRISE FUND	\$1,479.63
	<u>\$840,457.32</u>



# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Gina Wolbeck, City Clerk	<b>Meeting Date:</b> 4/8/2020	<input type="checkbox"/> <b>Regular Agenda Item</b> <input checked="" type="checkbox"/> <b>Consent Agenda Item</b>	<b>Item No.</b> <b>6B</b>
<b>Item Description:</b> March 25, 2020 City Council Workshop Minutes		<b>Reviewed By:</b> Clay Wilfahrt, City Administrator  <b>Reviewed By:</b> N/A	

**ACTION REQUESTED**

By approving this item on the Consent Agenda, Council would be approving the March 25, 2020 City Council Workshop Minutes as presented.

**BACKGROUND/DISCUSSION**

The March 25, 2020 City Council Workshop Minutes are attached for Council’s review

**FINANCIAL IMPACT**

N/A

**STAFF RECOMMENDATION**

N/A

**ATTACHMENTS**

Workshop Minutes

**BIG LAKE CITY COUNCIL  
WORKSHOP MINUTES  
MARCH 25, 2020**

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

**3. PROPOSED AGENDA**

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

**4. BUSINESS**

**4A. 2020 Street and Utility Improvement Project Update**

Layne Otteson reviewed the bidding schedule for the 2020 Street and Utility Improvement Project which is scheduled for April 6<sup>th</sup>, and asked for feedback from Council on whether the City should continue to move forward with the project due to economic concerns with the COVID-19 pandemic. Otteson noted that funding impacts will be felt, but we are uncertain of the degree. Timing will become critical in regards to project cost impacts, and start/completion dates. Otteson reviewed options including moving forward with the project as presented, reducing the scope of the project, and adjusting the scheduling.

Deb Wegeleben discussed Municipal Bond concerns and the global uncertainty of the Bond market. Wegeleben discussed the option to finance through a local bank, and renegotiate when the economy stabilizes. Discussion was also held on the option to adjust the assessment rate. Wegeleben also noted that the City's Financial Advisor has indicated that some municipalities are taking a 60-day breather on moving forward with projects. Wegeleben discussed potential concerns with LGA possibly being held back or delayed, and concerns with cash flow issues in the City's water/sewer funds if residents stop paying their bills. Wegeleben recommended that the City not spend any extra dollars until the crisis stabilizes.

Mayor Wallen discussed the need to continue to operate “business as usual” and still open bids on April 6.

Council directed staff to continue with the April 6, 2020 bid opening, and extend acceptance of the award for 60 days if it’s deemed necessary.

**4B. New Ideas Discussion**

No discussion held.

**5. OTHER**

Layne Otteson reviewed the 1981 Ag-Gator land application machine that the City used for applying liquid waste. Otteson noted that the equipment has been in storage for 6 to 10 years and no regular maintenance has been done on the machine in at least 5 years. Otteson discussed that there is no other departmental use for the equipment and recommends the City move forward with selling it and utilizing proceeds from the sale towards needs within the Public Works Department.

Council directed staff to proceed with selling the 1981 Ag-Gator Land Application Machine and to designate proceeds go towards needs of the Public Works Department.

Clay Wilfahrt discussed operations of City Staff, Liquor Store hours, City Hall hours and accessibility, and building inspection operations during the COVID-19 pandemic. Wilfahrt noted that Police Chief Scharf will be providing an update during the regular meeting on the Governor’s “Stay At Home” Order that was declared today.

Rose Johnson reviewed discussions on local Facebook Forums and locations the City can be sharing information. Mayor Wallen noted that he will be doing an update on official City media sites during the regular meeting.

**6. ADJOURN**

Council Member Hansen motioned to adjourn at 5:32 p.m. Seconded by Council Member Knier, unanimous ayes, motion carried.

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City Clerk

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Date Approved By Council



# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Gina Wolbeck, City Clerk	<b>Meeting Date:</b> 4/8/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	<b>Item No.</b> <b>6C</b>
<b>Item Description:</b> March 25, 2020 City Council Regular Meeting Minutes		<b>Reviewed By:</b> Clay Wilfahrt, City Administrator	
		<b>Reviewed By:</b> N/A	

## **ACTION REQUESTED**

By approving this item on the Consent Agenda, Council would be approving the March 25, 2020 City Council Regular Meeting Minutes as presented.

## **BACKGROUND/DISCUSSION**

The March 25, 2020 City Council Regular Meeting Minutes are attached for Council's review

## **FINANCIAL IMPACT**

N/A

## **STAFF RECOMMENDATION**

N/A

## **ATTACHMENTS**

Regular Meeting Minutes

**BIG LAKE CITY COUNCIL  
REGULAR MEETING MINUTES  
MARCH 25, 2020**

**1. CALL TO ORDER**

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

**2. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**3. ROLL CALL**

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

**4. OPEN FORUM**

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

Marty Rainer, 1491 Hiawatha Avenue – discussed the rainwater erosion that has been occurring at his property near Chippewa Street dating back to when he moved there in 2003. The Public Works department diverted water temporarily and those improvements are now not working anymore, and there was snowplow damage that occurred this past year. Rainer requested that something more permanent be installed to control water runoff. Council directed Staff to meet with Rainer to discuss erosion issues at his property.

Gloria VandeBrake with the Big Lake Chamber of Commerce congratulated the Big Lake Police Department for being designated the 14% overall safest City in MN, and encouraged citizens to keep shopping local.

Mayor Wallen closed the Open Forum at 6:06 p.m.

**5. PROPOSED AGENDA**

Council Member Knier motioned to adopt the proposed Agenda with the addition of item no. 7C. Liquor Store Staff Temporary Wage Increase Request. Seconded by Council Member Zettervall, unanimous ayes, Agenda adopted.

**6. CONSENT AGENDA**

Council Member Hansen motioned to approve the Consent Agenda as presented. Seconded by Council Member Zettervall, unanimous ayes, Consent Agenda approved. The Consent Agenda consists of: 6A. Approve List of Claims, 6B. Approve Joint City/Township/Fire Meeting Minutes of February 22, 2020, 6C. Approve Council Workshop Minutes of March 11, 2020, 6D. Approve Regular Council Meeting Minutes of March 11, 2020, 6E. Approve Emergency Council Meeting Minutes of March 18, 2020, 6F. Approve 2020 SHIP Mini Grant Agreement, 6G. Approve 2020 Summer Farmer's Market Agreements, 6H. Approve Changing Planning Commission Meeting Start Time to 6:00 p.m., 6I. Approve Housekeeping Ordinance No. 2020-05, and Summary Publication Resolution No. 2020-27, 6J. Accept Resignation of Part-time Liquor Clerk Sue Weizel, 6K. Approve AEON Development Resolution of Support No. 2020-28, 6L. Accept Resignation of Part-time Public Works Employee Dan Thiele, and 6M. Approve Resolution No. 2020-29 approving the Consumption and Display Permit Renewal for the Carousell Works.

**7. BUSINESS**

**7A. Style Catering Conditional Use Permit Application – 321 County Road 43**

Sara Roman reviewed the planners report for the development application submitted by Gerrath Properties requesting a Conditional Use Permit (CUP) for catering and liquor on-sale at the commercial property located at 321 County Road 43. Roman indicated that both uses are allowed in the B-3 General Business zoning district but do require approval of a CUP. Roman also noted that there will be no sales or serving of liquor at the business location, and that the Applicant is not proposing any modifications to the site or exterior of the existing building where the catering service will be located. Roman reviewed the history of the building which was built in 1980, and remodeled in 2014. The building now houses a Tae Kwon Do business which comprises approximately 1,300 square feet of space, has a common area and two shared ADA bathrooms. The catering business is proposed to take up another 1,360 square feet of the building. Roman reviewed parking requirements, and pedestrian circulation noting the possibility of the Applicant dedicating a portion of the northern property line to the City for a future sidewalk.

Mayor Wallen discussed the need to correct the code to allow catering in districts that already allow restaurants, as a catering use would be less intrusive. Wallen stated that he feels it is overly burdensome to the public. Roman reviewed discussions with the Applicant,

noting that Staff did recommend the Applicant move forward with a Conditional Use Permit Application versus a code amendment as they would have needed this type of approval for the on-sale liquor use regardless. Roman also indicated that Staff will look at cleaning up inconsistencies within the city code, and that the new City Planner will be setting up a taskforce to address these types of issues.

Council Member Zetervall motioned to approve Resolution No. 2020-30 approving a Conditional Use Permit to allow catering and liquor on-sale uses at 321 County Road 43, and authorized the City Engineer and City Attorney to draft and finalize a Sidewalk Easement Agreement for 321 County Road 43 prior to signature. Seconded by Council Member Knier, unanimous ayes, motion carried.

## **7B. Monthly Department Reports**

Deb Wegeleben informed Council that the final Audit report will be presented to Council on April 22, and recapped the 2019 cost per day to provide City services. Wegeleben also provided a year-to-date financial report, and reviewed the benefits of the City budgeting for Local Government Aid (LGA) in our Capital Improvement Plan (CIP) Fund. With the current pandemic situation, if the State of MN delays distribution of LGA to municipalities, the City will not have to alter or change the services it provides. Mayor Wallen thanked Finance Director Wegeleben for recommending the City budget LGA dollars in the CIP fund.

Greg Zurbey provided an update on the municipal liquor store operations for February. Zurbey discussed in-store tastings and community events, discussed the annual beverage and alcohol training staff attended, reviewed the recent regional MMBA meeting as well as the March 3<sup>rd</sup> Legislative Day event at the Capitol, reviewed recent building maintenance completed at the store, the February 1<sup>st</sup> change to the Lake Liquors Loyalty Club, and noted that the store will still be holding its wine sale even though the Food Shelf fundraiser has been cancelled. Zurbey also reviewed the significant increase in liquor store sales since the start of the COVID-19 pandemic, thanking Staff for their extra efforts. Zurbey discussed the added stress Liquor Store Staff is experiencing, and noted the store hours have been changed to address the increased demand. Zurbey also noted that Staff will be looking into curbside pick-up options, but needs to work with the credit card vendor to see if this will be possible. Barriers will also be installed to protect Staff during transactions, and customers will be asked to use credit/debit cards instead of cash.

Hanna Klimmek provided an update on activities in the Community Development Department. Klimmek reviewed housing/commercial development statistics/projects, and redevelopment projects. Klimmek also discussed how the COVID-19 pandemic is affecting area businesses and the City's efforts to get out information on resources available to the Big Lake business community. Klimmek also informed Council that Sara Roman has accepted a position with the City of Minneapolis and wished her well in her new job.

Council Member Knier asked what the response has been from the Big Lake business community. Klimmek reviewed the overall positive feedback from information the City is providing.

### **7C. Liquor Store Staff Temporary Wage Increase Request**

Greg Zurbey discussed the significant impact the COVID-19 pandemic has had on the operations and staff of Lake Liquors. Due to the increase in sales volume and customer counts, along with reduced available staff to work during the pandemic, leadership is requesting Council consider a \$2.00 per hour wage increase for all Non-Exempt Liquor Store Staff for hours worked from March 15, 2020 through April 8, 2020. During this pandemic, wage increases have been the trend in a number of municipal liquor stores as well as private businesses.

Council Member Zettervall recommended we do better and recommended we double the increase to \$4.00 per hour. Council Member Knier questioned the need for that much of an increase and stated that he would like to think it through. Zettervall stated that the increased revenue and risk should be taken into consideration.

Council Member Zettervall motioned to approve a temporary hourly increase of \$4.00 per hour for all Non-Exempt Liquor Store Staff retroactive to March 15, 2020, to be in effect through April 8, 2020. Seconded by Council Member Johnson. Discussion followed.

Council Member Knier asked for clarification on what the average wage is at the store. Zurbey noted that wages of non-exempt employees range from \$12.61 to \$15.32. Knier also stated that while he doesn't disagree with Zettervall, he offered a reminder that we are spending other people's money. A 15% increase is substantial and he would be in agreement on Staff's original recommendation of a \$2.00 increase. Zurbey clarified that our gross profit is up \$38,000 from last year. Council Member Hansen discussed whether or not the federal grant will off-set the wage increase. Council Member Knier questioned what happens on April 8. Administrator Wilfahrt clarified what the process will be on April 8<sup>th</sup> noting that the raise will fall off without affirmative action from Council to extend it. Mayor Wallen stated that he agrees with Council Member Zettervall, noting that we should share the profits with the people that are generating the work and taking on the risk.

Vote passed with a unanimous vote of ayes. Motion carried.

### **8. ADMINISTRATOR'S REPORT**

Clay Wilfahrt discussed Staff's efforts to figure out remote work and meeting solutions. Wilfahrt also reviewed the constant flood of issues Staff has been addressing on the COVID-19 pandemic.

**9. MAYOR & COUNCIL REPORTS and QUESTIONS/COMMENTS**

Chief Scharf reviewed today's declaration from Governor Walz designating the Statewide Stay At Home Order. Scharf reviewed how the Police Department will be addressing the Order, noting that a clear message will be pushed out on Facebook addressing how the department will be enforcing the Order.

Council Member Johnson: Reviewed the recent Fire Board Meeting.

**10. OTHER**

Mayor Wallen discussed the City's efforts and communications during the COVID-19 pandemic. Wallen reviewed efforts from various departments to minimize the impacts of the pandemic, and strongly encouraged citizens and businesses in the City to obtain the most current and up-to-date information from the City's official Website and Facebook page.

**11. ADJOURN**

Council Member Knier motioned to adjourn at 7:02 p.m. Seconded by Council Member Hansen, unanimous ayes, motion carried.

\_\_\_\_\_  
Clerk

Date Approved By Council \_\_\_\_\_



# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Greg Zurbey, Liquor Manager	<b>Meeting Date:</b> 4/8/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	<b>Item No.</b> <b>6D</b>
<b>Item Description:</b> Resignation of Part-time Liquor Clerk Stacie Theisen		<b>Reviewed By:</b> Clay Wilfahrt, City Administrator	
		<b>Reviewed By:</b> Deb Wegeleben, Finance Director	

## **ACTION REQUESTED**

By approving this item on the Consent Agenda, Council would be accepting the resignation of Stacie Theisen effective March 18, 2020.

## **BACKGROUND/DISCUSSION**

Stacie Theisen has given her notice as a part-time clerk for the Liquor Store. Her last shift was on March 17, 2020.

## **FINANCIAL IMPACT**

N/A

## **STAFF RECOMMENDATION**

Staff recommends accepting the resignation of Stacie Theisen.

## **ATTACHMENTS**

N/A



# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Hanna Klimmek, Community Development Director	<b>Meeting Date:</b> 4/8/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	<b>Item No.</b> <b>6E</b>
<b>Item Description:</b> Rescinding the Appointment of Chief Building Official Patrick Moonen	<b>Reviewed By:</b> Clay Wilfahrt, City Administrator <b>Reviewed By:</b> Deb Wegeleben, Finance Director		

### **ACTION REQUESTED**

By approving this item on the Consent Agenda, Council would be rescinding the appointment of Patrick Moonen as the Chief Building Official.

### **BACKGROUND/DISCUSSION**

Staff is requesting that Council rescind the appointment of Patrick Moonen as the Big Lake Chief Building Official.

On March 4, 2020, Council appointed Mr. Moonen as the Big Lake Chief Building Official and expected his employment with the City to begin on March 30, 2020.

Since the time of appointment, Mr. Moonen’s employer offered him a counter offer that he could not pass up. Mr. Moonen accepted the offer from his current employer and was retained by them.

### **FINANCIAL IMPACT**

N/A

### **STAFF RECOMMENDATION**

Staff recommends that Council rescind the appointment of Patrick Moonen for the Chief Building Official position.

### **ATTACHMENTS**

N/A



# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Greg Zurbey, Liquor Manager	<b>Meeting Date:</b> 4/8/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	<b>Item No.</b> <b>6F</b>
<b>Item Description:</b> Hiring of Part-time Liquor Clerks Carol Larson and Tara Schowalter		<b>Reviewed By:</b> Clay Wilfahrt, City Administrator	
		<b>Reviewed By:</b> Deb Wegeleben, Finance Director	

## **ACTION REQUESTED**

By approving this item on the Consent Agenda, Council would be approving the hire of Carol Larson and Tara Schowalter as Part-time Liquor Clerks contingent on successful background checks.

## **BACKGROUND/DISCUSSION**

Staff is recommending Council appoint Carol Larson and Tara Schowalter as new Part-time Liquor Clerks effective upon completion of successful background checks.

## **FINANCIAL IMPACT**

Carol Larson and Tara Schowalter would start at step one (1) of the City pay scale.

## **STAFF RECOMMENDATION**

Staff recommends hiring Carol Larson and Tara Schowalter.

## **ATTACHMENTS**

None



# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Layne R. Otteson P.E., City Engineer and Public Works Director PW20-020	<b>Meeting Date:</b> 4/8/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	<b>Item No.</b> <b>6G</b>
<b>Item Description:</b> Deem Ag-Gator Model 2004 as surplus property and sell		<b>Reviewed By:</b> Clay Wilfahrt, City Administrator <b>Reviewed By:</b> Deb Wegeleben, Finance Director	

**ACTION REQUESTED**

By approving this item on the Consent Agenda, Council would be deeming the Ag-Gator as surplus property and directing staff to sell it.

**BACKGROUND/DISCUSSION**

The Ag-Gator Model 2004 was built in 1981. It has not been used, maintained or started in at least 6 years according to Public Works staff. It has been sitting in a garage bay at the Bio-Solids Building taking up space. The machine no longer provides any benefit to the wastewater operations. Fleet Mechanic estimates the City would have to invest \$8,000 to \$10,000 in parts and labor to get it operable.

**FINANCIAL IMPACT**

The machine is estimated to be worth \$5,000 to \$7,000 in current condition. Proceeds received would be reinvested in capital improvement needs within Public Works.

**STAFF RECOMMENDATION**

Staff recommends the City Council approve deem surplus and sell the Ag-Gator.

**ATTACHMENTS**

N/A



# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Clay Wilfahrt, City Administrator	<b>Meeting Date:</b> 4/8/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	<b>Item No.</b> <b>6H</b>
<b>Item Description:</b> City Hall Summer Hours Schedule		<b>Reviewed By:</b>  <b>Reviewed By:</b>	

**ACTION REQUESTED**

By approving this item on the Consent Agenda, Council would be approving an amendment to the Personnel Policy to add summer hours for non-union City staff of 7:30am – 5pm Monday through Thursday and 7:30am-11:30am on Fridays between Memorial Day and Labor Day.

**BACKGROUND/DISCUSSION**

At the March 11, 2020 Council Workshop, Council directed staff to bring forward summer hours for approval. Council directed staff to bring back a schedule of 7:30 a.m. to 5:00 p.m. Monday to Thursday, and 7:30 a.m. to 11:30 a.m. on Fridays. This change will be in effect Memorial Day to Labor Day 2020.

**FINANCIAL IMPACT**

None

**STAFF RECOMMENDATION**

Motion to set summer hours for City Hall of 7:30 a.m. to 5:00 p.m. Monday through Thursday, and 7:30 a.m. to 11:30 a.m. on Fridays between Memorial Day and Labor Day 2020.

**ATTACHMENTS**

Personnel Policy Amendment – Page 22

approval of the city council. When all other considerations are equal, the principle of seniority will apply in layoffs and recall from layoff.

## **HOURS OF WORK**

### **Work Hours**

Supervisors with the approval of the city administrator will establish employee work schedules and opportunities to work remotely. The regular workweek for full time employees is five eight-hour days in addition to a lunch period, Monday through Friday, except as otherwise approved by the city administrator in accordance with the customs and needs of the individual departments.  
- (See Addendum for union contract)

### **Part-time, Seasonal and Temporary Positions**

In order to comply with law while avoiding penalties, part-time employees will be scheduled with business needs and in manner that ensures positions retain part-time status under which intended. Effective January 1, 2016, employees in part-time and temporary positions will not be permitted to work more than a monthly average of 29 hours/week, including hours worked, paid leave (such as annual leave or holiday leave). All shifts, including schedule trades or picked-up shifts, must be pre-approved by supervisor. Working a shift without prior approval may result in discipline, up to and including termination of employment. In some rare instances, a part-time, seasonal or temporary employee maybe offered health insurance in order to comply with federal health care reform laws and regulations.

### **Minors**

The city will allow the hiring of minors age 15–17 for certain designated positions and with pre-approval from the city administrator or designee. The employment of minors shall conform to all applicable state and federal laws. Minors, under the age of 16, may not be employed during school hours unless they have special permission from their school superintendent and parents, according to applicable state law. Minors, 16 – 17 years of age, in high school cannot work before 5:00 AM on school days, or after 11:00 PM the evening before a school day. Minors, under the age of 16 cannot work before 7:00 AM and after 9:00 PM on any day. Minors cannot work more than forty (40) hours in a week or more than eight- (8) hours in any 24-hour period. The city shall have the discretion to utilize more restrictive rules when necessary to accommodate the needs of the city.

### **Core Hours**

To ensure employee availability and accountability to the public the city serves, all full-time employees (exempt and non-exempt) are to be at work or available to the public and co-workers during the hours of **8:00 am to 4:30 pm, Monday through Friday**, unless away from the work site for a work related activity or on approved leave, except as otherwise approved by the city administrator in accordance with the customs and needs of the individual departments. The Liquor Store employee's core hours will be based on the hours of operation of the liquor store as scheduled by the store/assistant manager. (See Addendum for union contract)

### **Summer Hours – Non Union and Non Liquor Store Employees**

Summer hours' will begin Memorial Day and end Labor Day each year, the hours of operations will be **Monday through Thursday, 7:30 am to 5:00 pm, and Friday, 7:30 am to 11:30 am.**



# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Clay Wilfahrt, City Administrator	<b>Meeting Date:</b> 4/8/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	<b>Item No.</b> <b>61</b>
<b>Item Description:</b> Franchise Agreements with CenterPoint Energy and Northern States Power		<b>Reviewed By:</b>  <b>Reviewed By:</b>	

### **ACTION REQUESTED**

By approving this item on the Consent Agenda, Council would be approving the following:

1. **ORDINANCE** approving a Franchise Agreement with CenterPoint Energy Resources Corp. and approving a Summary Publication RESOLUTION.
2. **ORDINANCE** approving a Franchise Agreement with Northern States Power Company, an **ORDINANCE** approving a Franchise Fee with Northern States Power Company, and approving a Summary Publication RESOLUTION.

### **BACKGROUND/DISCUSSION**

Franchise fees are fees that the City charges to utility companies for the utility company’s use of the City’s right of way. In 2009, the City passed a number of franchise fees to help finance the City’s capital improvement plan. The attached agreements are extensions of the existing agreements with some changes. Our attorney negotiated the agreements on behalf of the City. The fees being charged remain the same as in the previous agreement.

### **FINANCIAL IMPACT**

None

### **STAFF RECOMMENDATION**

Approval of Franchise Agreement Ordinances and Summary Publication Resolutions for CenterPoint Energy and Northern States Power Company.

### **ATTACHMENTS**

- Franchise Agreement Ordinance with CenterPoint Energy
- Summary Publication Resolution for CenterPoint Energy
- Franchise Agreement Ordinance with Northern States Power
- Franchise Fee Ordinance with Northern States Power
- Summary Publication Resolution for Northern States Power

**ORDINANCE NO. 2020-XX**

**CITY OF BIG LAKE  
SHERBURNE COUNTY, MINNESOTA**

**AN ORDINANCE GRANTING CENTERPOINT ENERGY RESOURCES CORP., d/b/a CENTERPOINT ENERGY MINNESOTA GAS (“CENTERPOINT ENERGY”), ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF BIG LAKE, SHERBURNE COUNTY, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF**

**THE CITY COUNCIL OF THE CITY OF BIG LAKE, SHERBURNE COUNTY, MINNESOTA, ORDAINS:**

**SECTION 1. DEFINITIONS.**

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

**City.** The City of Big Lake, County of Sherburne, State of Minnesota.

**City Utility System.** Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

**Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

**Company.** CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas (“CenterPoint Energy”) its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this Franchise.

**Gas Energy.** Gas Energy includes both retail and wholesale natural, manufactured or mixed gas.

**Gas Facilities.** Gas transmission and distribution pipes, lines, ducts, fixtures, and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing Gas Energy for retail or wholesale use.

**Notice.** A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy, Minnesota Division Vice President, 505 Nicollet

Mall, Minneapolis, Minnesota 55402. Notice to the City shall be mailed to City of Big Lake, Attn: City Administrator, 160 Lake Street North, Big Lake, Minnesota, 55309 Any party may change its respective address for the purpose of this Ordinance by written Notice to the other parties.

**Ordinance.** This gas franchise ordinance, also referred to as the Franchise.

**Public Way.** Any highway, street, alley or other public right-of-way within the City.

**Public Ground.** Land owned or otherwise controlled by the City for utility easements, park, trail, walkway, open space or other public property, which is held for use in common by the public or for public benefit and which is not a Public Way.

## **SECTION 2. ADOPTION OF FRANCHISE.**

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 15 years from the date this Ordinance is passed and approved by the City, the nonexclusive right to import, , distribute and sell Gas Energy for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future and also the right to transport Gas Energy through the limits of the City for use outside of the City limits. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to a public right-of-way ordinance or permit requirements adopted consistent with state law.

2.2 **Effective Date; Written Acceptance.** This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by Company. Written acceptance or rejection of the franchise by the Company must be filed with the City Clerk within sixty (60) days after written submission of a City adopted and approved ordinance to the Company.

2.3. **Service and Gas Rates.** The terms and conditions of service and the rates to be charged by Company for Gas Energy in City are subject to the exclusive jurisdiction of the Commission.

2.4. **Publication Expense.** Company shall pay the expense of publication of this Ordinance.

2.5. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written Notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the

selected mediator, either party may commence an action in District Court to interpret and enforce this Franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow Franchise to expire. However, in no event shall this Franchise continue for more than one year after expiration of the fifteen (15) year term set forth in Section 2.1.

### **SECTION 3. LOCATION, OTHER REGULATIONS.**

3.1. **Location of Facilities.** Gas Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Gas Facilities may be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Gas Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this Franchise.

3.2. **Street Openings.** Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Company will comply with all permit conditions established by the City. Permit conditions imposed on Company shall not be more burdensome than those imposed on other public-right-of-way users for similar facilities or work. Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Gas Facilities and (ii) Company gives telephone, email or similar Notice to the City before commencement of the emergency repair, if reasonably possible. Within two business days after commencing the repair, Company shall apply for any required permits and pay any required fees. Except in the case of emergency work, work undertaken without a permit by the Company or its agents shall be subject at the discretion of the City to a penalty in the amount of twice the established permit fees in addition to any other remedy or penalty specified or allowed in City Code or State Rules.

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way or Public Ground, the Company shall restore the Public Ways or Public Grounds, including paving and its foundation, in accordance with Minnesota Rules, 7819.1100 and applicable City ordinances. Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for one (1) year thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five (5) days, the right to make the restoration of the Public Ways or Public Grounds at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City, including administrative expense and overhead. This remedy is in addition to any other remedies available to the City for noncompliance with this section. In all

other aspects, Company shall comply with the terms of Minnesota Rules 7819.1100 for restoration of Public Ways and Grounds, and Minnesota Rules 7819.3000 and 7819.0100.

3.4. **Avoid Damage to Gas Facilities.** Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities while performing any activity. The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Gas Facilities from damage that could be inflicted on the Gas Facilities by persons, property, or the elements. The Company and the City will comply with all applicable laws and codes including Minnesota Statute 216D when performing work near the Gas Facilities.

3.5. **Notice of Improvements to Streets.** The City will give Company reasonable written Notice of plans for improvements to Public Ways and Public Grounds where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways or Public Grounds upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or Public Grounds is involved, the order in which the work is to proceed. The Notice will be given to Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit Company to make any additions, alterations or repairs to its Gas Facilities the Company deems necessary.

3.6. **Mapping Information.** If requested by City, the Company must promptly provide complete and accurate mapping information for any of its Gas Facilities in accordance with the requirements of Minnesota Rules 7819.4000 and 7819.4100. Upon request by the City, the Company must provide field locations for any of its Gas Facilities within the period of time required by Minnesota State Statute 216D.

3.7. **Emergency Response.** As emergency first-responders, when a public safety concern exists both the City and Company shall respond to gas emergencies within the City when notified.

#### **SECTION 4. RELOCATIONS.**

4.1. **Relocation in Public Ways and Public Grounds.** The Company and City shall comply with the provisions of Minnesota Rules 7819.3100 and any applicable City right-of-way ordinance consistent with state law, with respect to requests for the Company to relocate Gas Facilities located in either Public Ways or Public Grounds. The City may require the Company at Company's expense to relocate or remove its Gas Facilities from Public Grounds upon a finding that the Gas Facilities have become or will become a substantial impairment to the existing or imminent public use of the Public Grounds, unless those facilities are located within a private easement held by the Company. The City will provide an alternate location in public ground or a public right-of-way for the Company to relocate its gas facilities.

4.2. **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally

aided highway project shall be governed by the provisions of Minnesota Statutes Sections 161.45 and 161.46 if funds for these purposes are available.

## **SECTION 5. INDEMNIFICATION.**

5.1. **Indemnity of City.** Company shall indemnify and hold the City harmless from any and all liability, on account of injury or death to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or otherwise wrongful act or omission except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

5.2. **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written Notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such Notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

## **SECTION 6. VACATION OF PUBLIC WAYS AND PUBLIC GROUNDS.**

The City shall give Company at least two weeks prior written Notice of a proposed vacation of a Public Ways or Public Grounds. The City and the Company shall comply with City Code, Minnesota Statutes Section 160.29, Minnesota Rules 7819.3100, and Minnesota Rules 7819.3200 with respect to any request for vacation.

## **SECTION 7. CHANGE IN FORM OF GOVERNMENT.**

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

## **SECTION 8. FRANCHISE FEE.**

8.1. **Form.** During the term of the franchise hereby granted, the City may charge the Company a franchise fee. The franchise fee will be collected on a flat per meter basis, or by some

other method that is mutually acceptable to both City and Company for each retail customer within the corporate limits of the City. The amount of the fee collected may differ for each customer class. The City will use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with the Minnesota Public Utility Commission's March 23, 2011 Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company will provide a formula that will produce a substantially similar fee amount to the City. If the City and Company are unable to agree, the disagreement shall be subject to the Dispute Resolution provisions of this Ordinance.

8.2. **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council. The effective date of the franchise fee ordinance shall be no less than ninety (90) days after Notice enclosing a copy of the duly adopted and approved ordinance has been served upon the Company by Certified mail. The Company is not required to collect a franchise fee if the terms of the franchise fee ordinance are inconsistent with this franchise or state law, provided the Company notifies the City of the same within the ninety (90) day period.

8.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of energy within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through an agreed-upon franchise.

8.4. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time, however, the change shall meet the same Notice and acceptance requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with Minnesota Public Utility Commission's March 23, 2011 Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company shall not be responsible to pay City fees that Company is unable to collect under Commission rules or order. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.

8.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon. However, the franchise fee will not remain in effect for more than one (1) year after the franchise expires as stated in Section 2.6 of this Franchise. If for any reason the franchise terminates, the franchise fee will terminate at the same time.

## **SECTION 9. ABANDONED FACILITIES.**

The Company shall comply with Minnesota Statutes, Section 216D.01 et seq. as it may be amended from time to time and applicable city code provisions with respect to abandoned facilities located in Public Ways and Public Grounds and with Minnesota Rules, Part 7819.3300 as it may be amended from time to time with respect to abandoned facilities in Public Ways. The Company shall maintain records describing the exact location of all abandoned and retired Gas Facilities within the Public Ways and Public Grounds, produce such records at the City's request and comply with the location requirements of Minnesota Statutes, Section 216D.04 with respect to all Gas Facilities located in Public Ways and Public Grounds.

## **SECTION 10. PROVISIONS OF ORDINANCE.**

10.1. **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2. **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and Company as the only parties. No provisions herein shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of this Ordinance or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

## **SECTION 11. AMENDMENT-PROCEDURE.**

Either party may propose at any time that this Franchise Ordinance be amended. Franchise Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the effective date of the amendatory ordinance. If the Company does not consent to the amendment, the ordinance containing the amendment shall be revoked by City. This amendatory procedure is subject, however, to the City's police power and franchise rights under Minnesota Statutes, Sections 216B.36 and 301B.01, which rights are not waived hereby.

## **SECTION 12. PREVIOUS FRANCHISE SUPERSEDED.**

This franchise supersedes and replaces any previous Gas franchise granted to Company or its predecessor, including but not limited to Ordinance No. 2009-05.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020, by the City Council of the City of Big Lake.

CITY OF BIG LAKE

\_\_\_\_\_  
**Mayor Mike Wallen**

Attest:

\_\_\_\_\_  
**City Clerk Gina Wolbeck**

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF SHERBURNE )

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

\_\_\_\_\_  
Notary Public

**CITY OF BIG LAKE  
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, April 8, 2020. The following Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. A motion to adopt the following resolution was made by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_.

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

**RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 2020-XX  
GRANTING A NONEXCLUSIVE GAS FRANCHISE TO CENTERPOINT ENERGY**

**WHEREAS**, the City Council has adopted an ordinance granting CenterPoint Energy Resources Corp d/b/a CenterPoint Energy Minnesota Gas a nonexclusive Franchise to construct, operate, repair, and maintain a gas distribution system in the City of Big Lake; and

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance No. 2020-XX will clearly inform the public of the intent and effect of the Ordinance; and

**WHEREAS**, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

**NOW THEREFORE, BE IT RESOLVED** that the following summary of Ordinance No. 2020-XX is approved for publication:

**CITY OF BIG LAKE, MINNESOTA  
ORDINANCE NO. 2020-XX**

The Big Lake City Council approved an Ordinance granting CenterPoint Energy a nonexclusive Franchise and sets forth the terms thereof. A printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

Adopted by the Big Lake City Council on the 8<sup>th</sup> of April, 2020.

\_\_\_\_\_  
**Mayor Mike Wallen**

Attest:

\_\_\_\_\_  
**Gina Wolbeck, City Clerk**

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF SHERBURNE )

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

\_\_\_\_\_  
Notary Public

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

# GAS FRANCHISE ORDINANCE

## ORDINANCE NO. 2020-XX

### CITY OF BIG LAKE, SHERBURNE COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT A GAS DISTRIBUTION SYSTEM FOR THE PURPOSES OF CONSTRUCTING, OPERATING, REPAIRING AND MAINTAINING IN THE CITY OF BIG LAKE, MINNESOTA, THE NECESSARY GAS PIPES, MAINS AND APPURTENANCES FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY AND ITS INHABITANTS AND OTHERS AND TRANSMITTING GAS INTO AND THROUGH THE CITY AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF BIG LAKE, SHERBURNE COUNTY, MINNESOTA, ORDAINS:

#### SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of Big Lake, County of Sherburne, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate Gas retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, its successors and assigns.
- 1.5 **Gas.** “Gas” as used herein shall be held to include natural gas, manufactured gas, or other form of gaseous energy.
- 1.6 **Gas Facilities.** Pipes, mains, regulators, and other facilities owned or operated by Company for the purpose of providing gas service for public use.
- 1.7 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8<sup>th</sup> Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Hall,

160 Lake Street, Big Lake, MN 55309. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.8 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.9 **Public Way.** Any street, alley, walkway or other public right-of-way within the City.

## **SECTION 2. ADOPTION OF FRANCHISE.**

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish Gas energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 **Effective Date; Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 **Service and Rates.** The service to be provided and the rates to be charged by Company for Gas service in City are subject to the jurisdiction of the Commission.

2.4 **Publication Expense.** The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

## **SECTION 3. LOCATION, OTHER REGULATIONS.**

3.1 **Location of Facilities.** Gas Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so

as not to disrupt normal operation of any City Utility System previously installed therein. Gas Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Gas Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground gas facilities in place, provided, at City's request, Company will remove abandoned metal pipe interfering with a City improvement project, but only to the extent such metal pipe is uncovered by excavation as part of the City's improvement project.

3.2 Field Locations and Mapping Information. Company shall provide field locations for its underground Gas Facilities within the City consistent with the requirements of Minnesota Statutes, Chapter 216D. Company shall provide current mapping information for any of its Gas Facilities in accordance with Minnesota Rules Parts 7819.4000 and 7819.4100 and other applicable state and federal laws.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Gas Facilities. In such event, Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, in accordance with Minnesota Rules Part 7819.1100, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace, or maintain facilities in a Public Way.

3.5 Avoid Damage to Gas Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the

improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations, or repairs to its Gas Facilities.

#### **SECTION 4. RELOCATIONS.**

4.1 Relocation of Gas Facilities in Public Ways. Company shall comply with the requirements of Minnesota Rules, Part 7819.3100 and applicable law relating to relocation of Gas Facilities in Public Ways. If a relocation is ordered within five (5) years of a prior relocation of the same Gas Facilities, which was made at Company expense, the City shall reimburse Company for Non-Betterment expenses on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Gas Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Gas Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Ground upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved, or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

**SECTION 5. TREE TRIMMING.**

Company is also granted the permission and authority to trim all shrubs and trees, including roots, in the Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair, and maintenance of Gas Facilities, provided that Company shall save City harmless from any liability in the premises.

**SECTION 6. INDEMNIFICATION.**

6.1 Indemnity of City. Company shall indemnify, keep, and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

**SECTION 7. VACATION OF PUBLIC WAYS.**

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Gas Facilities, shall not operate to deprive Company of its rights to operate and maintain such Gas Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

**SECTION 8. CHANGE IN FORM OF GOVERNMENT.**

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

**SECTION 9. FRANCHISE FEE.**

9.1 Fee Schedule. During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on the Company, the City may impose on the Company a franchise fee by collecting the amounts indicated in a Fee Schedule set forth in a separate ordinance from each customer in the designated Company Customer Class.

The parties have agreed that the franchise fee collected by the Company and paid to the City in accordance with this Section 9 shall not exceed the following amounts:

<u>Class</u>	<u>Fee Per Premise Per Month</u>
Residential	\$4.00
Commercial Firm Non-Demand	\$8.00
Commercial Firm Demand	\$8.00
Small Interruptible	\$8.00
Medium and Large Interruptible	\$8.00
Firm Transportation	\$8.00
Interruptible Transportation	\$8.00

9.2 Separate Ordinance. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 90 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. The fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

9.3 Collection of the Fee. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for gas service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually, and no change shall require a collection from any customer for gas service in excess of the amounts specifically permitted by this Section 9. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for gas service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to

disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.4 Terms Defined.

9.4.1 “Customer Class” shall refer to classes listed in the Fee Schedule and as defined or determined in Company’s gas rate book on file with the Commission.

9.4.2 “Fee Schedule” refers to the Schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Classes added by the Company to its gas tariffs after the effective date of this franchise agreement.

9.4.3 Therm shall be a unit of gas providing 100,000 Btu of heat content adjusted for billing purposes under the rate schedules of Company on file with the Commission.

9.5 Equivalent Fee Requirement. The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The “same or greater equivalent amount” shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 9.5, the foregoing conditions will be waived to the extent of such written consent.

**SECTION 10. PROVISIONS OF ORDINANCE.**

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

**SECTION 11. AMENDMENT PROCEDURE.**

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

**SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.**

This franchise supersedes any previous Gas franchise granted to Company or its predecessor.

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2020, by the City Council of the City of Big Lake.

CITY OF BIG LAKE

\_\_\_\_\_  
**Mayor Mike Wallen**

Attest:

\_\_\_\_\_  
**City Clerk Gina Wolbeck**

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF SHERBURNE )

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

\_\_\_\_\_  
Notary Public

**ORDINANCE NO. 2020-XX**

**AN ORDINANCE IMPLEMENTING A GAS SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING GAS SERVICE WITHIN THE CITY OF BIG LAKE**

**THE CITY COUNCIL OF THE CITY OF BIG LAKE DOES ORDAIN:**

**SECTION 1.** The City of Big Lake Municipal Code is hereby amended to include reference to the following Special Ordinance.

**Subd. 1. Purpose.** The Big Lake City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas services within the City of Big Lake.

- (a) Pursuant to City Ordinance 2020-XX, a Franchise Agreement between the City of Big Lake and Northern States Power Company, a Minnesota corporation, its successors and assigns, the City has the right to impose a franchise fee on Northern States Power Company, a Minnesota corporation, its successors and assigns, in an amount and fee design as set forth in Section 9 of the Northern States Power Company Franchise and in the fee schedule attached hereto as Schedule A.

**Subd. 2. Franchise Fee Statement.** A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, its successors and assigns, under its gas franchise in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the NSPM July 2020 billing month.

This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for gas service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

**Subd. 3. Payment.** The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 9 of the Franchise.

**Subd. 4. Surcharge.** The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates of city residents to reimburse Company for the cost of the fee.

**Subd. 5. Enforcement.** Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

**Subd. 6. Effective Date of Franchise Fee.** The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to NSPM by certified mail. Collection of the fee shall commence as provided in above.

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2020, by the City Council of the City of Big Lake.

CITY OF BIG LAKE

\_\_\_\_\_  
**Mayor Mike Wallen**

Attest:

\_\_\_\_\_  
**City Clerk Gina Wolbeck**

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF SHERBURNE )

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

\_\_\_\_\_  
Notary Public

## SCHEDULE A

---

### **Franchise Fee Rates:**

Gas Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

<u>Class</u>	<u>Amount per month</u>
Residential	\$4.00
Commercial Firm Non-Demand	\$8.00
Commercial Firm Demand	\$8.00
Small Interruptible	\$8.00
Medium and Large Interruptible	\$8.00
Firm Transportation	\$8.00
Interruptible Transportation	\$8.00

Franchise fees are submitted to the City on a quarterly basis as follows:

January – March collections due by April 30.

April – June collections due by July 31.

July – September collections due by October 31.

October – December collections due by January 31.

**CITY OF BIG LAKE  
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, April 8, 2020. The following Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. A motion to adopt the following resolution was made by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_

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

**RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 2020-XX  
AND ORDINANCE NO. 2020-XX GRANTING A NONEXCLUSIVE GAS FRANCHISE AND  
GAS SERVICE FRANCHISE FEE TO NORTHERN STATES POWER COMPANY**

**WHEREAS**, the City Council has adopted an ordinance granting Northern States Power Company a nonexclusive Franchise to construct, operate, repair, and maintain a gas distribution system in the City of Big Lake; and

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance No. 2020-XX and Ordinance No. 2020-XX will clearly inform the public of the intent and effect of the Ordinance; and

**WHEREAS**, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

**NOW THEREFORE, BE IT RESOLVED** that the following summary of Ordinance No. 2020-XX and Ordinance No. 2020-XX are approved for publication:

**CITY OF BIG LAKE, MINNESOTA  
ORDINANCE NO. 2020-XX and 2020-XX**

The Big Lake City Council approved an Ordinance granting Northern States Power Company a nonexclusive Franchise and sets forth the terms thereof, and approved a Gas Service Franchise Fee. Printed copies of the Ordinances are available for inspection during regular office hours in the office of the City Clerk.

Adopted by the Big Lake City Council on the 8<sup>th</sup> of April, 2020.

\_\_\_\_\_  
**Mayor Mike Wallen**

Attest:

\_\_\_\_\_  
**Gina Wolbeck, City Clerk**

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

Whereupon the motion was duly passed and executed.

STATE OF MINNESOTA    )  
                                  ) SS.  
COUNTY OF SHERBURNE )

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

\_\_\_\_\_  
Notary Public

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



# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Layne R. Otteson P.E., City Engineer / Public Works Director; PW20-022	<b>Meeting Date:</b> 4/8/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	<b>Item No.</b> <b>6J</b>
<b>Item Description:</b> Accept grant for AIS inspection and enter into agreement with Sherburne Soil and Water Conservation District	<b>Reviewed By:</b> Clay Wilfahrt, City Administrator <hr/> <b>Reviewed By:</b> Deb Wegeleben, Finance Director		

### **ACTION REQUESTED**

By approving this item on the Consent Agenda, Council would be accepting a grant for 100 hours of AIS inspection reimbursement, and directing staff to enter into an agreement with the Sherburne Soil and Water Conservation District.

### **BACKGROUND/DISCUSSION**

The City successfully applied for a grant with the Sherburne Soil and Water Conservation District which provides reimbursement for 100 hours of AIS inspection. Inspectors will be help educate boaters and minimize risk of AIS introduction. The Big Lake Community Lake Association also received a grant for 100 hours for volunteer inspections. Public Works staff will be working with the BLCLA and SSWCD to coordinate training and inspections. Impacts related to COVID-19 such as social distancing and other guidance from State and Federal governments will be used.

### **FINANCIAL IMPACT**

The reimbursement covers 100 hours provided by seasonal staff performing the inspections. The grant is for \$1,200.

### **STAFF RECOMMENDATION**

Staff recommends the City Council approve requested action.

### **ATTACHMENTS**

Contract with SCSWD

## SHERBURNE COUNTY AIS GRANT AWARD CONTRACT

### General Information

Organization <b>Sherburne Soil &amp; Water Conservation District</b>	Contract Number <b>AIS-FY20-11</b>	Amendment <input type="checkbox"/> Date(s) _____	Canceled <input type="checkbox"/> Date: _____
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\* If contract amended, attach amendment form(s) to this contract.

### Applicant

Organization <b>City of Big Lake</b>	Address <b>160 Lake Street N</b>	City/State <b>Big Lake, MN</b>	Zip code <b>55309</b>
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

### AIS Request

Project Title and Grant Category (AIS Management Planning, AIS Control or Volunteer Incentive) <b>Lakeside Park AIS Inspection</b>	Total Project Cost Estimate <b>\$1,200.00</b>
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### Contract Information

I (we), the undersigned, do hereby request cost-share assistance to help defray the cost of completing the following practice(s) or activities listed in this contract. It is understood that:

1. The organization is responsible for full establishment, implementation, maintenance and conclusion of all practices or activities that are applied under this program to ensure that the conservation objective of the practice is met.
2. Practice(s) or activities must be planned and carried out in accordance with technical standards and specifications of the: **Minnesota Department of Natural Resources (MN DNR) or other agencies as applicable**
3. Increases in the practice / activity units or cost must be approved by the SWCD District Manager through amendment of this contract as a condition to increase the cost share payment.
4. Should the anticipated expenditures, as outlined within the applicant's proposal budget, amount to a lesser total; the Sherburne SWCD reserves the right to adjust the cost sharing proportions appropriately. Expenditures by the applicant exceeding the proposal budget total will not result in an increase of grant award – the total award amount listed on Page 2 of this document may be considered a maximum amount allocated for this project.
5. This contract, when approved by the SWCD District Manager, will remain in effect unless canceled by mutual agreement, except where installations of practices or activities covered by this contract have not been started by **9/1/2020**, this contract will be automatically terminated on that date.
6. Practices / activities will be completed by **12/1/2020** unless this contract is amended by mutual consent to reschedule the work and funding.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The SWCD District Manager has the authority to make adjustments to the costs submitted for reimbursement.
8. Payment of the grant award will include an initial 75% of the total grant award amount, followed by a remaining 25% payment to be made following the acceptance and approval of project deliverables by Sherburne SWCD.
9. Deliverables will be sent to the Sherburne SWCD no later than **12/1/2020**. Deliverables for this project will include:

Project Deliverables <b>Volunteer hour logs certifying 100 hrs, data collection sheets, program narrative summary</b>
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**Organization Representative’s Signatures**

The signature indicates agreement to:

- 1. Obtain all MN DNR or other applicable permits required in conjunction with the installation of the practice or implementation of activity prior to starting the practice / activity.
- 2. Be responsible for the operation and maintenance of conservation practices and activities applied under this program.
- 3. Provide copies of all receipts indicating proof of payment for grant eligible items (i.e. herbicide costs, contractor invoices, required volunteer documentation, partner donated funds, etc.).

Date	Organization
Representative Signature	
Address, if different from applicant information:	

**Technical Assessment and Cost Estimate**

I have the appropriate technical expertise and have reviewed the site where the above listed practice is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

Date	Technical Representative
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**Amount Authorized for Financial Assistance**

The SWCD Manager has authorized the following for financial assistance, not to exceed the Total Award Amount listed below.

\$   900.00   (75% of total) distributed following signature of Award Contract  
 \$   300.00   (25% of total) distributed following approval of project deliverables  
 \$  1,200.00   (Total Award Amount) from the **Sherburne County AIS Program**

Date	Authorized Signature	Total Amount Authorized
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# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Layne R. Otteson P.E., City Engineer PW20-019	<b>Meeting Date:</b> 4/8/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	<b>Item No.</b> <b>6K</b>
<b>Item Description:</b> Accept Project And Approve Final Payment for the CSAH 5 and Hiawatha Intersection Improvement Project No. ST2018-2	<b>Reviewed By:</b> Clay Wilfahrt, City Administrator <b>Reviewed By:</b> Deb Wegeleben, Finance Director		

### **ACTION REQUESTED**

By approving this item on the Consent Agenda, Council would be accepting the project and approving final payment for the CSAH 5 and Hiawatha Intersection Improvement Project No. ST2018-2 to Hardrives, Inc. of Rogers, MN.

### **BACKGROUND/DISCUSSION**

All work associated with the project is complete and this is the final payment to the Contractor. Final payment includes adjustments to some final quantities and release of retainage. The contract was increased to complete a mill and overlay from the project area to Park Avenue East. This additional work was funded by MNDOT in the amount of \$83,816.00. The revised Contract was increased to \$681,408.33.

Final payment to the Contractor is in the amount of **\$12,588.93**. The final cost is \$680,522.17 which is \$886.16 under the Contract Amount. Payment will be released upon receipt of signatures and project close out documents such as warranty bond, lien waivers, IC-134, etc.

### **FINANCIAL IMPACT**

The project was completed under budget and City will request reimbursement from MNDOT immediately.

### **STAFF RECOMMENDATION**

Staff recommends the City Council approve final payment and accept the project.

### **ATTACHMENTS**

Pay Estimate No. 9 - Final



**STATEMENT OF WORK**

**ENGINEERING DEPARTMENT  
160 LAKE STREET NORTH  
BIG LAKE, MN 55309**

**From: City of Big Lake  
Engineering Department**

**Pay Est.: No. 9 FINAL  
Period End: March 31, 2020**

**To: Honorable Mayor and City Council  
City of Big Lake  
160 Lake Street North  
Big Lake, MN 55309**

**For: Hardrives Inc.  
14475 Quiram Drive  
Rogers, MN 55374**

**Dated: April 8, 2020**

**CSAH 5 & Hiawatha Intersection Improvements  
SAP 232-020-003 SAP 071-605-034  
City Project No. ST2018-2**

**Finance Code: \_\_\_\_\_**

Item No.	Mn/DOT NO.	Contract Item	Contract Quantity	Unit	Unit Price	Quantity This Estimate	Cost This Estimate	Prev Qty to Date	Total Quantity to Date	Total Cost to Date
1	2021.501	MOBILIZATION	1.00	LUMP SUM	\$ 50,000.00		\$ -	1.0	1.00	\$ 50,000.00
2	2101.524	CLEARING	1.00	TREE	\$ 275.77		\$ -	1.0	1.00	\$ 275.77
3	2101.524	GRUBBING	1.00	TREE	\$ 275.77		\$ -	1.0	1.00	\$ 275.77
4	2104.502	REMOVE CURB & GUTTER	118.00	LIN FT	\$ 8.16		\$ -	110.0	110.00	\$ 897.60
5	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	15.00	LIN FT	\$ 5.24		\$ -	15.0	15.00	\$ 78.60
6	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	2,093.00	LIN FT	\$ 2.04		\$ -	2269.0	2,269.00	\$ 4,628.76
7	2104.504	REMOVE CONCRETE PAVEMENT	50.00	SQ YD	\$ 33.93		\$ -	112.0	112.00	\$ 3,800.16
8	2104.504	REMOVE BITUMINOUS PAVEMENT	2,455.00	SQ YD	\$ 2.76		\$ -	2895.0	2,895.00	\$ 7,990.20
9	2104.502	SALVAGE LIGHTING UNIT	1.00	EACH	\$ 238.27		\$ -	1.0	1.00	\$ 238.27
10	2104.502	SALVAGE SIGN	11.00	EACH	\$ 55.15	3.00	\$ 165.45	5.0	8.00	\$ 441.20
11	2104.602	SALVAGE SIGN (SPECIAL)	4.00	EACH	\$ 55.16	-	\$ -	4.0	4.00	\$ 220.64
12	2105.507	COMMON EXCAVATION (P)	360.00	CU YD	\$ 27.58		\$ -	381.1	381.05	\$ 10,509.36
13	2105.507	GRANULAR BORROW (CV)	358.00	CU YD	\$ 16.55		\$ -	300.0	300.00	\$ 4,965.00
14	2118.507	AGGREGATE SURFACING (CV) CLASS 2 (P)	153.00	CU YD	\$ 73.34		\$ -	153.0	153.00	\$ 11,221.02
15	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	905.00	CU YD	\$ 33.74		\$ -	905.0	905.00	\$ 30,534.70
16	2232.504	MILL BITUMINOUS SURFACE (2.0")	5,869.00	SQ YD	\$ 2.39		\$ -	6182.0	6,182.00	\$ 14,774.98
17	2232.504	MILL BITUMINOUS SURFACE (SPECIAL) (2" TO 0")	2,005.00	SQ YD	\$ 2.01		\$ -	50.0	50.00	\$ 100.50
18	2360.509	TYPE SP 9.5 WEARING COURSE (2,B) (SPWEA240B)	30.00	TON	\$ 266.00		\$ -	30.0	30.00	\$ 7,980.00
19	2360.509	TYPE SP 12.5 WEARING COURSE (3,C) (SPEWEB340C)	1,795.00	TON	\$ 74.00		\$ -	1715.0	1,715.00	\$ 126,910.00
20	2360.509	TYPE SP 12.5 NON-WEARING COURSE (3,B) (SPNWB340C)	493.00	TON	\$ 65.00		\$ -	455.0	455.00	\$ 29,575.00
21	2504.602	ADJUST GATE VALVE	3.00	EACH	\$ 599.19		\$ -	3.0	3.00	\$ 1,797.57
22	2521.518	5" CONCRETE WALK	305.00	SQ FT	\$ 12.60		\$ -	400.0	400.00	\$ 5,040.00
23	2531.518	6" CONCRETE WALK (ADA)	575.00	SQ FT	\$ 16.39		\$ -	611.0	611.00	\$ 10,014.29
24	2531.503	CONCRETE CURB AND GUTTER DESIGNB418	148.00	LIN FT	\$ 46.94		\$ -	199.0	199.00	\$ 9,341.06
25	2531.618	TRUNCATED DOMES	92.00	SQ FT	\$ 66.19		\$ -	96.0	96.00	\$ 6,354.24
26	2545.602	INSTALL LIGHTING UNIT	1.00	EACH	\$ 659.64		\$ -	0.0	-	\$ -
27	2563.601	TRAFFIC CONTROL	1.00	LUMP SUM	\$ 3,585.02		\$ -	1.0	1.00	\$ 3,585.02
28	2564.518	SIGN PANEL TYPE C	36.00	SQ FT	\$ 71.70	6.25	\$ 448.13	20.0	26.25	\$ 1,882.13
29	2564.602	INSTALL SIGN	11.00	EACH	\$ 137.89	4.00	\$ 551.56	7.0	11.00	\$ 1,516.79
30	2565.516	TRAFFIC CONTROL SIGNAL SYSTEM	1.00	SYSTEM	\$ 231,856.17		\$ -	1.0	1.00	\$ 231,856.17
31	2573.503	SILT FENCE, TYPE MS	350.00	LIN FT	\$ 2.21		\$ -	200.0	200.00	\$ 442.00
32	2573.502	STORM DRAIN INLET PROTECTION	7.00	EACH	\$ 193.04		\$ -	7.0	7.00	\$ 1,351.28
33	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	100.00	LIN FT	\$ 3.31		\$ -	150.0	150.00	\$ 496.50
34	2573.501	STABILIZED CONSTRUCTION EXIT	1.00	LUMP SUM	\$ 882.47		\$ -	0.0	-	\$ -
35	2574.508	FERTILIZER TYPE 3 (22-5-10)	210.00	POUND	\$ 3.31	250.00	\$ 827.50	150.0	400.00	\$ 1,324.00
36	2575.505	SEEDING	1.00	ACRE	\$ 1,378.86	1.25	\$ 1,723.58	0.8	2.00	\$ 2,757.72
37	2575.508	SEED MIXTURE 25-131	75.00	POUND	\$ 3.59	88.00	\$ 315.92	60.0	148.00	\$ 531.32
38	2575.508	HYDRAULIC BONDED FIBER MATRIX	2,100.00	POUND	\$ 0.94	2,720.00	\$ 2,556.80	1500.0	4,220.00	\$ 3,966.80
39	2582.503	4" SOLID LINE MULTI-COMPONENT	8,335.00	LIN FT	\$ 0.32		\$ -	9559.0	9,559.00	\$ 3,058.88
40	2582.503	4" BROKEN LINE MULTI-COMPONENT	50.00	LIN FT	\$ 0.32		\$ -	66.0	66.00	\$ 21.12
41	2582.503	24" SOLID LINE MULTI-COMPONENT	55.00	LIN FT	\$ 15.99		\$ -	464.0	464.00	\$ 7,419.36
42	2582.518	PAVEMENT MESSAGE MULTI-COMPONENT	60.00	SQ FT	\$ 9.60		\$ -	90.0	90.00	\$ 864.00
43	2582.518	CROSSWALK MULTI-COMPONENT	600.00	SQ FT	\$ 5.96		\$ -	540.0	540.00	\$ 3,218.40
<b>GRAND TOTAL</b>							<b>\$6,588.93</b>			<b>\$602,256.17</b>

Change Order No. 1

No.	Description	C.O Quantity	Units	Unit Price	Quantity This Estimate	Cost This Estimate	Prev Qty to Date	Total Quantity to Date	Total Cost to Date
1	2232.504 Mill Bituminous Surface (2.0")	5,800	SQ YD	\$2.39		\$ -	5,800.00	5,800.00	\$13,862.00
2	2360.509 Type SP12.5 Wearing Course (3,C) (SPEWEB340C)	925	TON	\$74.00		\$ -	850.00	850.00	\$62,900.00
3	2582.503 Solid Line Multi Comp	4,700	LIN FT	\$0.32		\$ -	4,700.00	4,700.00	\$1,504.00
<b>GRAND TOTAL</b>						<b>\$0.00</b>			<b>\$78,266.00</b>

Change Orders No. 2 & 3 changed completion dates only.

**SUMMARY**

<b>Original Contract Amount</b>	<b>\$ 597,592.33</b>		
<b>Change Orders</b>	<b>\$ -</b>		
<b>No. 1</b> Work added	<b>\$ 83,816.00</b>		
<b>No. 2 &amp; 3</b> No change to Work or Contract Value	<b>\$ -</b>		
<b>Revised Contract Amount</b>	<b>\$ 681,408.33</b>		
<b>Value Completed to Date</b>	<b>\$ 680,522.17</b>	*Base work + CO work completed	100%
<b>Retainage Withheld</b>	<b>\$ -</b>		
<b>Erodible Acres Retainage (Mn/DOT 2574)</b>	<b>\$ -</b>	*Released by Engineer	
<b>Less Amount Paid Previously</b>	<b>\$ 667,933.24</b>		
<b>AMOUNT DUE THIS ESTIMATE</b>	<b>\$ 12,588.93</b>		

Note: In light of recent events and financial hardships related to COVID-19, the City will be holding \$1,000 back for required deliverables to close out the project. Upon receipt of deliverables, the \$1,000 will be immediately released.

**CERTIFICATE OF THE CONTRACTOR**

I hereby certify that the work performed and the materials supplied to date under the terms of the Contract for the Project and all authorized changes thereto, have an actual value under the contract of the amounts shown on this estimate (and the final quantities on the final estimate are correct), and this estimate is just and correct and no part of the "amount due this estimate" has been received.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Print \_\_\_\_\_  
 Contractor's Authorized Representative (Title)

**CERTIFICATE OF THE CITY/COUNTY FIELD REPRESENTATIVE**

I hereby certify that I have observed the work and materials supplied and this estimate is representative of the work completed.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Print \_\_\_\_\_  
 City/County Authorized Representative

**CERTIFICATE OF THE CITY ENGINEER**

I hereby certify that I have prepared or examined this estimate and the Contractor is entitled to payment under the Contract for referenced project.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 City Engineer, Layne Otteson, P.E.

**Project Payment Tracking (verify)**

<u>Pav Est.</u>	<u>Payment</u>	<u>Paid to Date</u>
No. 1	\$ 33,254.78	\$ 33,254.78
No. 2	\$ 159,565.89	\$ 192,820.67
No. 3	\$ 205,663.28	\$ 398,483.95
No. 4	\$ 17,886.81	\$ 416,370.76
No. 5	\$ 98,286.50	\$ 514,657.26
No. 6	\$ 98,391.30	\$ 613,048.56
No. 7	\$ 41,503.97	\$ 654,552.53
No. 8	\$ 13,380.71	\$ 667,933.24

**CITY ADMINSTRATOR APPROVAL**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 City Administrator, Clay Wilfahrt



# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Deb Wegeleben, Finance Director	<b>Meeting Date:</b> 4/8/2020	<input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Consent Agenda Item	<b>Item No.</b> <b>6L</b>
<b>Item Description:</b> Marco five (5) year copier/printer/scanner/fax agreement	<b>Reviewed By:</b> Clay Wilfahrt, City Administrator  Nick Abel, Streets/Parks Superintendent & Layne Otteson, City Engineer/Public Works Director		

### **ACTION REQUESTED**

By approving this item on the Consent Agenda, Council would be approving the lease agreement of copier/printer/scanner/fax equipment between Marco and the City of Big Lake.

### **BACKGROUND/DISCUSSION**

The current copier/printer at the Public Works facility is in need of replacement and due to Marco’s partnership with Sourcewell, a public cooperative purchasing agent, Marco was able to offer an excellent lease agreement for the City. To purchase a new copier/printer for the Public Works department would be approximately \$8,500, with the lease for five years the City would be paying \$7,200 for the copier/printer, plus the lease includes all equipment, service and supplies. The lease cost is \$120 per month. The new equipment that the City will be leasing for the next five (5) years is as follows:

- Sharp MX-3071 (replacing MFC-9970cdw) – Main color copier/printer/scanner/fax machine
  - Includes 1,000 b/w and 200 color prints per month

As with the current lease agreement with Marco for City Hall, this lease agreement would also include maintenance and toner for the leased equipment. In addition, Marco would be able to deliver to the Public Works facility at no risk to the staff as they can set up the copier prior and then drop it off shrink wrapped outside of the building. Staff would then just wheel it in and simply plug it in. Between IT and Marco’s installers everything can be set up remotely.

### **FINANCIAL IMPACT**

The monthly cost for this lease agreement is part of the 2020 budget as well as future budgets.

### **STAFF RECOMMENDATION**

Approve the equipment lease agreement with Marco.

### **ATTACHMENTS**

2020 Equipment Lease Quote from Marco.



April 1<sup>st</sup>, 2020

Technology Recommendations for

# City of Big Lake “Public Works”

Prepared by:

Ben Drewes  
800.847.3059  
bend@marconet.com

***taking technology further***

MANAGED SERVICES  
CLOUD SERVICES  
BUSINESS IT SERVICES  
CARRIER SERVICES  
COPIERS & PRINTERS



[marconet.com](http://marconet.com)



## WHY MARCO?

### Our depth

We are more than a copier company. Our copier/print solutions and support represent 50% of our company and unique in our industry is that our IT solutions and support team represents the other 50%. This is important today because in today's copier market they aren't just copiers any longer. Because of our depth of expertise on the IT space we can help resolve all of your support needs regardless of the underlying source.

### Over 750 certified systems engineers and technical representatives

You have access to a depth of technical expertise to help you stay on top of the latest technologies. Our technical staff is certified at the highest levels for their area of expertise because your business deserves nothing less.

### Real-time service dispatching with GPS software

We use real-time GPS technology to determine which resource is closest to your location. That means quicker on-site service and more efficient use of everyone's time.

### Quick response to your service requests

Our full-time dispatchers and support desk representatives consistently maintain a 98% live call answer rate. Getting to your service requests timely is important, but being effective at resolving service requests is crucial. Our technicians are focused on "First Call Effectiveness" and perform preventative maintenance on every support call.

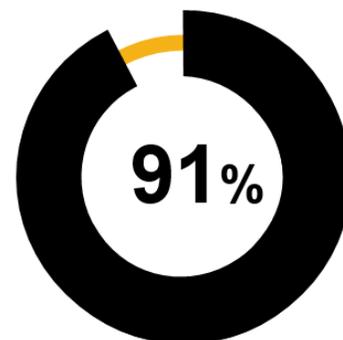
### Customer survey process to ensure we're doing things right

We have consistently been sending out monthly surveys and measuring the results since 1994 to make sure we're doing everything we can to keep our customers happy. We're proud to say that 90% of customers surveyed say they would recommend Marco.

## *"If you had the opportunity, would you recommend Marco?"*

Year	Yes	No	Maybe
1994-2009	6,599	96	598
2010	1,189	15	97
2011	1,444	22	127
2012	1,700	26	163
2013	2,217	34	179
2014	2,968	49	214
2015	3,952	67	232
2016	5,178	83	284
2017	4,618	89	290
2018	4,217	66	328
2019*	1,458	41	103
<b>Totals</b>	<b>35,540</b>	<b>588</b>	<b>2,615</b>

\*data through January 2019



### Quality assurance program to keep us sharp

We use Lean continuous improvement principles to keep us focused on working smarter. Because the more efficiently we operate on the inside, the better service we offer on the outside. your business goals.

## DEDICATED ACCOUNT TEAM

### Sales Support

	<p><b>Ben Drewes</b> Technology Advisor 800.847.3059 <a href="mailto:bend@marconet.com">bend@marconet.com</a></p>
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### Administration Support

	<p><b>Juliana Rothstein</b> Leasing Coordinator 800.892.8548 <a href="mailto:juliana.rothstein@marconet.com">juliana.rothstein@marconet.com</a></p>
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### Print Solutions Support

	<p><b>Kip Inselman</b> Technical Representative 800.847.3098 <a href="mailto:kip.inselman@marconet.com">kip.inselman@marconet.com</a></p>
	<p><b>Kevin Loebbrick</b> Technical Representative 800.847.3098 <a href="mailto:kevin.loebbrick@marconet.com">kevin.loebbrick@marconet.com</a></p>
	<p><b>Frank Haydon</b> Technical Representative 800.847.3098 <a href="mailto:frank.e.haydon@marconet.com">frank.e.haydon@marconet.com</a></p>

## TECHNICAL EXPERTISE

**750 certified systems engineers and technical representatives**

System planning and design

- Certified systems engineers
- Sales specialization

Dedicated project managers

Managed Services/Support Desk

- 24/7/365 system alert monitoring
- 98% live answer rate
- 98% remote resolution



## RECOMMENDED PRINT SOLUTION

### Sharp MX-3071

**Specifications:**

- 30 Pages per Minute (B/W)
- 30 Pages per Minute (Color)
- Single Pass Document Feeder
- Duplexing
- (2) 500 Paper Sheet Supply
- **Up to 11 x 17 Size Paper**
- Fax Board
- Network Printing
- Scan to Email (B/W or Color)
- Scan to Folder (B/W or Color)
- Scan to USB (B/W or Color)



### MANAGED ACCOUNT PROGRAM (MAP)

Marco’s Managed Account Program includes all equipment, service and supplies.

Managed Account Program (MAP)	60 Month MAP
Sharp MX-3071	<b>\$149/Month</b>
Sharp MX-3071 – <b>UTILIZING APRIL 2020 TRADE IN PROMOTION</b>	<b>\$120/Month</b>

- MAP Includes: 1,000 b/w and 200 color Prints/Month

*Delivery, installation, initial supplies and initial training is included with above program(s).*

*The above pricing does not include applicable sales tax.*

*Prices quoted are subject to change and should be verified before placing your order.*

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.

## RECOMMENDED PRINT SOLUTION

### Lexmark XC-4150

**Specifications:**

- 50 Pages per Minute (B/W)
- 50 Pages per Minute (Color)
- Document Feeder
- Duplexing
- (1) 500 Paper Sheet Supply
- **Up to 8.5 x 14 Size Paper**
- Fax Board
- Network Printing
- Scan to Email (B/W or Color)
- Scan to Folder (B/W or Color)
- Scan to USB (B/W or Color)



### MANAGED ACCOUNT PROGRAM (MAP)

Marco's Managed Account Program includes all equipment, service and supplies.

Managed Account Program (MAP)	60 Month MAP
Lexmark XC-4150	<b>\$114/Month</b>
- Optional 2 <sup>nd</sup> 500 Sheet Paper Tray	<b>\$8/Month</b>
- Optional Cabinet/Stand	<b>\$8/Month</b>

- MAP Includes: 1,000 b/w and 200 color Prints/Month

*Delivery, installation, initial supplies and initial training is included with above program(s).*

*The above pricing does not include applicable sales tax.  
Prices quoted are subject to change and should be verified before placing your order.*

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.



# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Hanna Klimmek, Comm. Dev. Director	<b>Meeting Date:</b> 4/8/2020	<input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Consent Agenda Item</b>	<b>Item No.</b> <b>7A</b>
<b>Item Description:</b> <b>PUBLIC HEARING</b> – Annexation by Ordinance PID 10-324-1200		<b>Reviewed By:</b> Clay Wilfahrt, City Administrator	
		<b>Reviewed By:</b> Gina Wolbeck, City Clerk	

### **ACTION REQUESTED**

Motion to approve an **ORDINANCE** approving the Annexation of PID 10-324-1200, and a Summary Publication **RESOLUTION**.

### **BACKGROUND/DISCUSSION**

A “Property Owner Petition to Municipality for Annexation by Ordinance” was submitted to the City on February 12, 2020 for PID 10-324-1200.

PID 10-324-1200 is 57 acres and the parcel abuts City limits on its north, east, and south boundaries. By law, this parcel can be considered as urban in character and the City can annex it by passing an ordinance.

The City of Big Lake has given 30 day’s written notice of a public hearing by certified mail to the township and all landowners “within and contiguous to the area to be annexed,” which means the annexing parcel and any property whose boundary touches the annexing parcel, or would touch but for a road.

After the scheduled public hearing, and if the Council approves the motion to adopt the Annexation by Ordinance, the City will immediately serve the adoption to the Secretary of State, the County Auditor, the Big Lake Township Clerk, and the Chief Administrative Law Judge for the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings.

If approved by the Chief Administrative Law Judge for the Municipal Boundary Adjustment Unit, the ordinance is effective on the date of approval.

### **FINANCIAL IMPACT**

N/A

### **STAFF RECOMMENDATION**

Staff is recommending that the City Council motion to approve the Annexation by Ordinance of PID 10-324-1200.

### **ATTACHMENTS**

- Public Hearing Notice
- Petition by Property Owner
- Ordinance
- Summary Publication Resolution

**CITY OF BIG LAKE  
OFFICIAL NOTICE**

**NOTICE OF PUBLIC HEARING  
PURSUANT TO MINN. STAT. § 414.033**

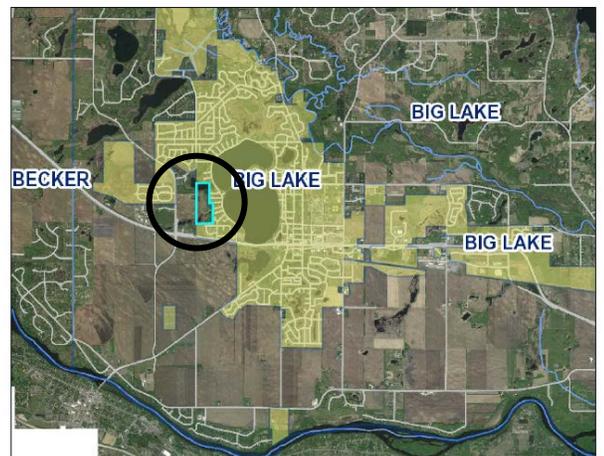
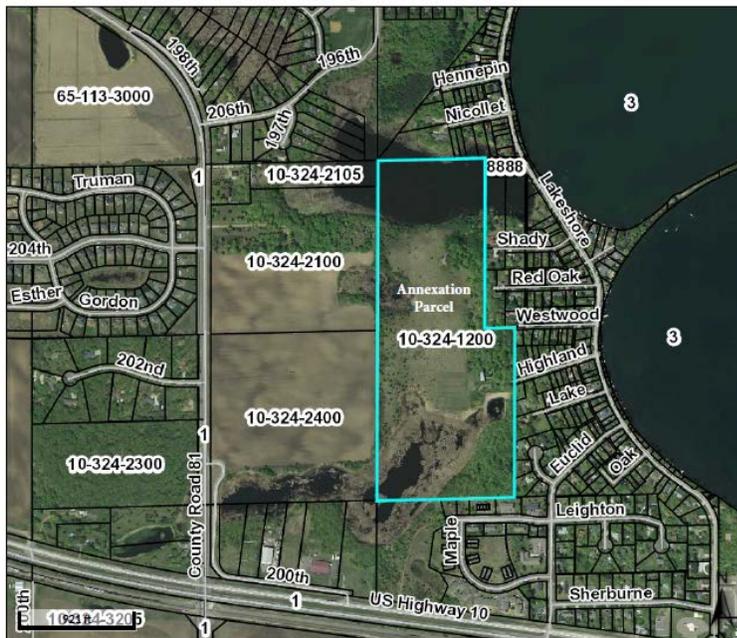
**OFFICAL NOTICE IS HEREBY GIVEN** that the Big Lake City Council will hold a public hearing on the 8<sup>th</sup> day of April, 2020, at 6:00 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers of Big Lake City Hall located at 160 Lake Street North, Big Lake, Minnesota. The purpose of the public hearing is to consider annexation of the following property, for which the City has received a petition for annexation from the sole property owners:

*The West 65 Rods of Lot 2 and the West 50 Rods of Lot 3, Section 24, Township 33, Range 28, Sherburne County, Minnesota.*

*PID Number: 10-324-1200*

Notice is hereby given this 28<sup>th</sup> day of February, 2020.

Hanna Klimmek, Community Development Director  
Gina Wolbeck, City Clerk



Site Location Maps  
Avalon Homes Annexation Petition  
Parcel No. 10-324-1200

February 12, 2020

To: Hanna Klimmek, Community Development Director

From: Michael Anderson, Trustee, Anderson Family Trust

Hi Hanna,

I trust the enclosed info. is sufficient to start the process of annexation for land. I have included a map from USDA which you may find helpful, as well a copy of our survey. We also enclosed a tax statement from Sherburne County. Edina Title from Monticello sent us an Owner's Policy, which they said is what they usually send as a sort of O.E. report...if not adequate let me know and I will contact them for a more comprehensive (?) report. The application had some requested info. that I did not know how to answer (rookie at this), such as proposed zoning/and land use designation. Based on City's comp. plan I just wrote "residential". I completed second page of application on what I knew, but mostly guess work—you had written not to do page 2 but I had already completed (sorry!).

Let me know what else I may need, and thank you for your help.

Mike Anderson, Big Lake

Attachments:

Personal check for \$1000.00

Annexation Application

USDA map

Survey

Property Tax statement

Owner's Policy in lieu of O.E.

**City of Big Lake  
Application for Annexation**

Applicant Name: An derson Family Trust, Shauna Knoble Telephone #: \_\_\_\_\_

Address: 1831 Hiawatha Ave., Big Lake, Minnesota 55309

Property Owner Name (if different from applicant): N/A

Owner Address: N/A

Tax ID of parcel(s) proposed for annexation: 10-324-1200

Legal Description(s) of proposed annexation area: W 64 RDS of Lot 2 & W 50 RDS of Lot 3

Current Zoning of Subject Site: Residential Unit, Rural Vacant Land

Requested Zoning if Annexed: Residential

Current Land Use Designation of Site: Ag Use

Requested Land Use Designation if Annexed: Residential

Existing Structures or Uses on the site to be annexed: Pole barn

Is any part of the subject site enrolled in an agricultural preserve program, green acres or other program?  
 Yes  No

If yes, list the program and provide a legal description and tax ID number for the affected property:  
N/A

Describe any existing or potential environmental problems and the need for additional services to resolve these problems: (Example: ground or surface water problems, water quality and levels, sewage treatment, air pollutant emissions, noise, odors, affect on fish or wildlife; affect on historical resources, archaeological resources, aesthetic resources; impairment of park lands, prime farmlands, wild and scenic rivers, critical areas, abandoned dump or disposal site, underground or above ground storage tanks etc.):

owners not aware of any env. problems needing to be addressed.

List School Districts affected by the annexation: Big Lake

Have any area planning authorities adopted an official position on the proposed annexation?

Yes  No. If yes, list authority and disposition of the request: *N/A*

Big Lake Town Board  Yes  No Supportive  Non-Supportive

Sherburne County  Yes  No Supportive  Non-Supportive

Describe the existing transportation network as it affects the proposed annexation site: *Highland Ave Westwood Ave } All dead end on property*  
 # miles of : County Highway \_\_\_\_\_ Paved Local Roads \_\_\_\_\_ Gravel Local Roads *Red Oak*

Are any transportation changes planned in the subject area?  Yes  No

If yes, describe transportation improvements: \_\_\_\_\_

Present governmental services being provided in the annexing municipality and the property proposed for annexation:

	City provides to City		City provides to subject site		City will provide to subject site:		Township provides to Township:		Township provides to subject site:	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sanitary Sewer & Waste Treatment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Storm Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Solid Waste Collection & Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Street Improvements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Street Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Administrative Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Parks & Recreation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Are new services necessary for the subject area?  Yes  No *future development YES*

Does Big Lake Township have the capacity to provide the services?  Yes  No ?

Could necessary governmental services best be provided by annexing the subject site to the City of Big Lake?  Yes  No

**Please provide all of the information possible.** Ten (10) copies of the following information are required:  
(Attach additional sheets and maps as necessary).

- ✓ 1. Certificate of Survey of property proposed to be annexed.
- N/A 2. Concept Plan drawing of proposed development.
- N/A 3. Detailed narrative of proposed development.
- N/A 4. Map of existing highways, thoroughfares and streets (with indication of maintenance responsibility for each roadway). In case of new development proposals, description of thoroughfares and streets in development area should be provide with a description of the effect upon traffic patterns and need for upgrading existing roadways.
- ✓ 5. Aerial photo map.
- N/A 6. Map showing existing City services and proposed needed extensions of City services because of proposed annexation.
- N/A 7. Map showing existing hydrologic features, surface drainage, surface contours, and soil types.
- ✓ 8. Maps showing farmland, such as State Conservation Service classes I, II, and III or SCS prime farmland maps by counties.
- ✓ 9. Acreage of proposed property to be annexed

  
Michael C. Anderson  
Trustee

  
Vicki L. Anderson  
Trustee

Signature of Property Fee Owner: Shannon Kriebbe-Shaver Date: 2/11/20

---

**Staff Use Only**

Application Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Public Hearing Date: \_\_\_\_\_ Time: \_\_\_\_\_

Public Hearing Notice Publishing Date(s): \_\_\_\_\_

**Farm 486**  
**Tract 800**

**2020 Program Year**

Map Created December 17, 2019



Unless otherwise noted:  
 Shares are 100% operator  
 Crops are non-irrigated  
 Corn = yellow for grain  
 Soybeans = common soybeans for grain  
 Wheat = HRS, HRW = Grain  
 Sunflower = Oil, Non-Oil = Grain  
 Oats and Barley = Spring for grain  
 Rye = for grain  
 Peas = process  
 Alfalfa, Mixed Forage AGM, GMA, IGS = for forage  
 Beans = Dry Edible  
 NAG = for GZ  
 Canola = Spring for seed

- Common Land Unit**
-  Non-Cropland
  -  Cropland
  -  Tract Boundary

- Wetland Determination Identifiers**
-  Restricted
  -  Limited
  -  Exempt from Conservation Compliance Provisions

Tract Cropland Total: 11.05 acres



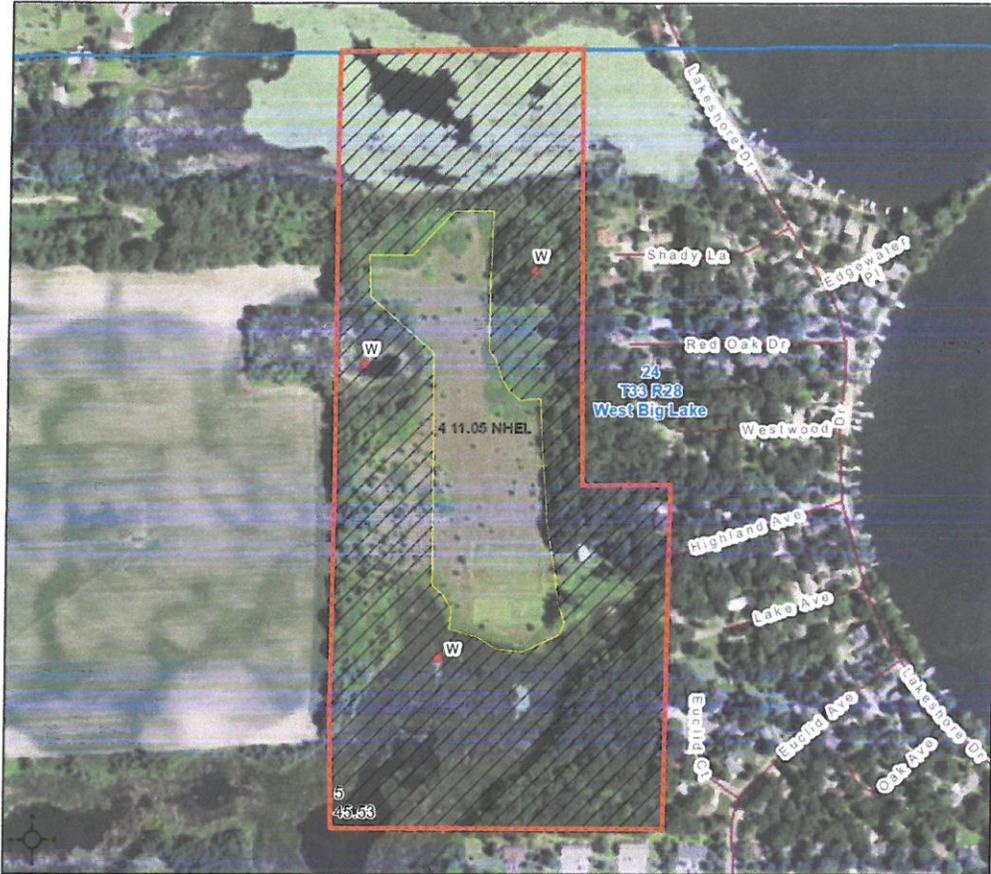
United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data "as is" and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). This map displays the 2019 NAIP imagery.

Farm 486

Tract 800

2020 Program Year

Map Created December 17, 2019



Unless otherwise noted:  
 Shares are 100% operator  
 Crops are non-irrigated  
 Corn = yellow for grain  
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Common Land Unit

- Non-Cropland
- Cropland
- Tract Boundary

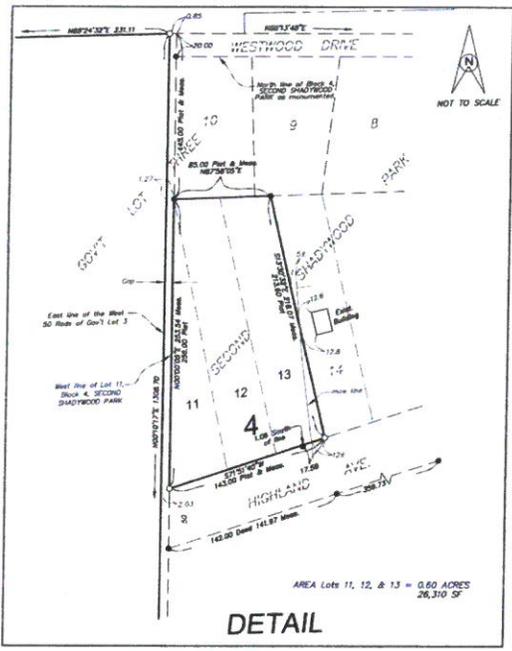
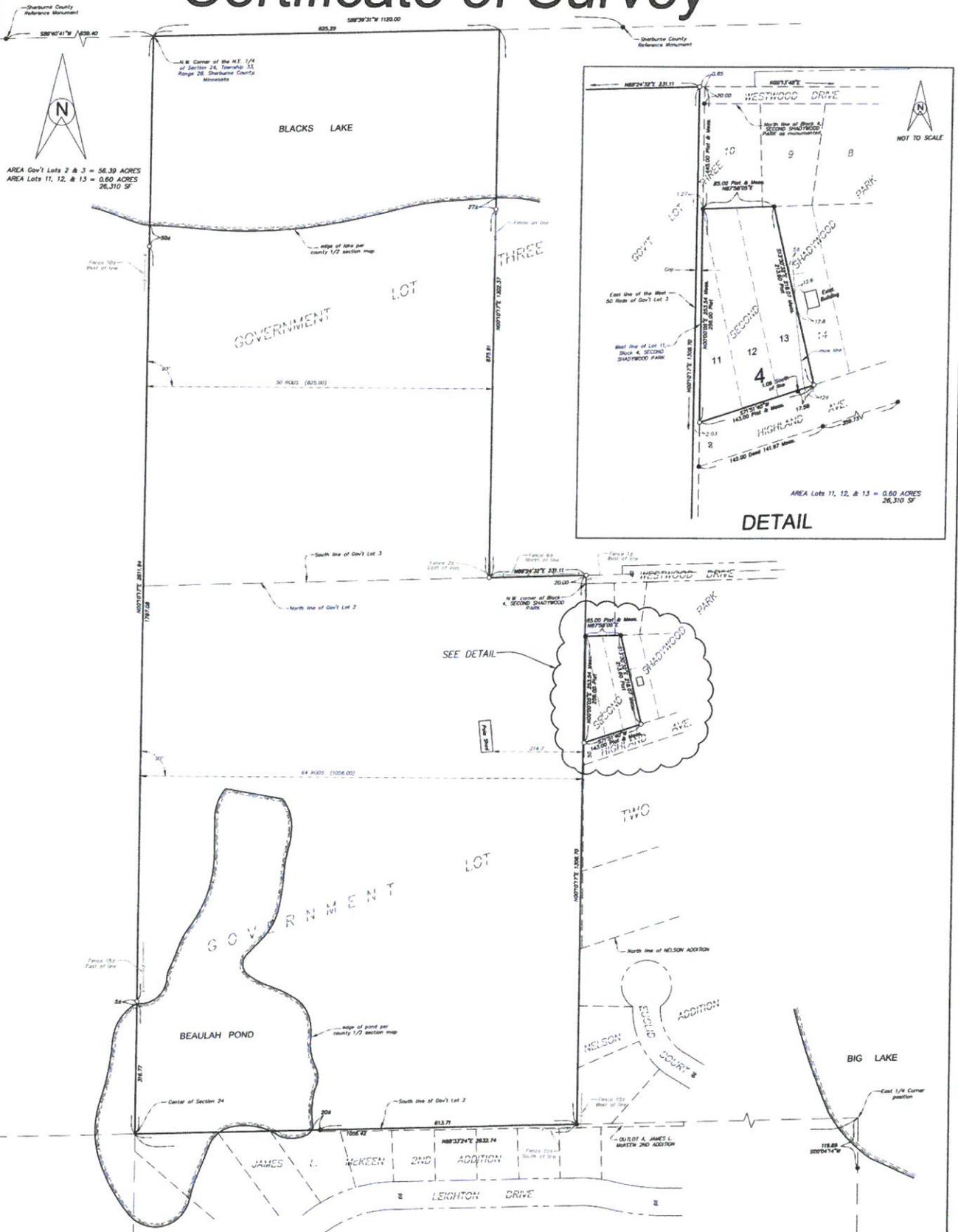
Wetland Determination Identifiers

- Restricted
- Limited
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 11.05 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership, rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data as is and assumes all risks associated with its use. USDA FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA 026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). This map displays the 2019 NAIP imagery.

# Certificate of Survey



**SURVEYOR NOTES:**

As noted on the survey, there is a gap between the West 1056 feet of Government Lot 2 and the east of SECOND SHADYWOOD PARK and the two parcels that are described by metes and bounds that are south of Highland Avenue and north of the record plot of NELSON ADDITION.

The northeast corner of Section 24 falls in the lake. In researching the original government survey we find that the survey of the east line of Section 24 is incomplete. This is important because this determines the direction of the line between Government Lots 2 and 3. In doing this survey, we have determined that the southwest corner of Government Lot 3 is set by regular government survey methods. From that line we have drawn the south line of Government Lot 3 to a point 20 feet north of the northwest corner of Block 4 in SECOND SHADYWOOD PARK "as monumented" because the plot calls for this line to be the "1/16th line".

**LEGAL DESCRIPTION OF RECORD:**

The West 64 rods of Lot 2 and the West 50 rods of Lot 3 in Section 24, Township 33 North, Range 28 West, Sherburne County, Minnesota.

AND

Lots 11, 12 and 13, Block 4 of SECOND SHADYWOOD PARK, according to the recorded plat thereof, Sherburne County, Minnesota.

- denotes iron monument found
- denotes iron pipe set and marked as shown:
- ⊙ denotes soil boring
- ⊕ denotes percolation test hole

Certificate of Survey on part of Government Lot 2, 3, & Lots 11, 12, & 13, Block 4, SECOND SHADYWOOD PARK, Sherburne County, Minnesota

Requested By:  
**The Estate of Sherill Angstman**

Date: 6/25/08  
 Drawn By: M.L.H.  
 Scale: 1" = 100'  
 Checked By: E.J.O.

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

Edward J. Otto  
 Date: 7/1/08 License # 14343

**OTTO ASSOCIATES**  
 Engineers and Land Surveyors, Inc.

Web Site: [www.ottoassociates.com](http://www.ottoassociates.com)

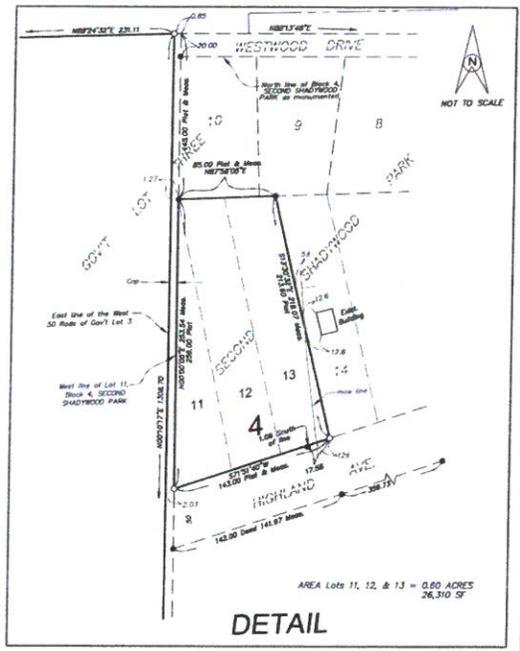
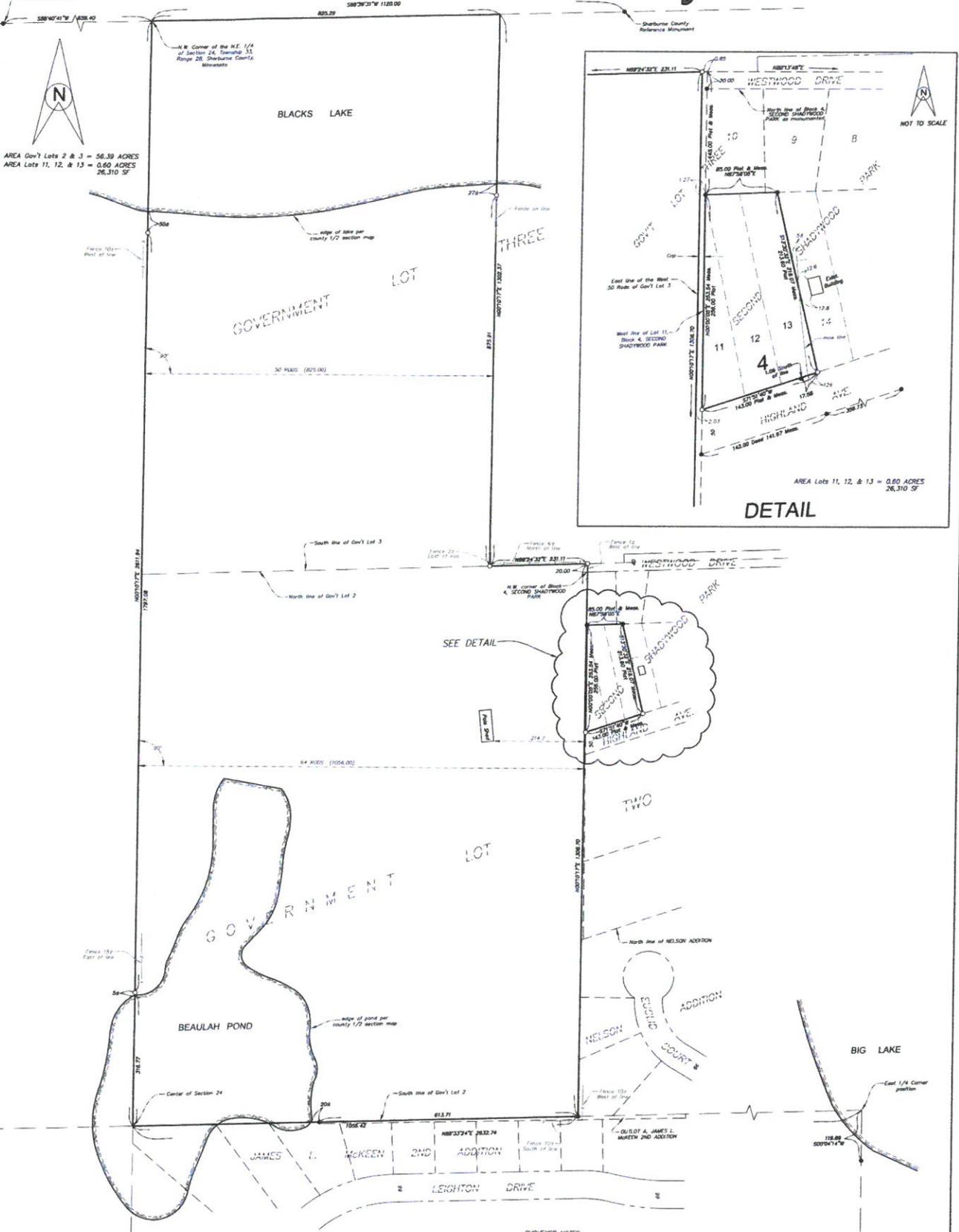
9 West Division St.  
 Buffalo, MN 55312  
 Ph: (763)682-4727  
 Fax: (763)682-3522

Job No. 1-08-0202

# Certificate of Survey



AREA Gov't Lots 2 & 3 = 56.39 ACRES  
 AREA Lots 11, 12, & 13 = 0.60 ACRES  
 26,310 SF



DETAIL

**SURVEYOR NOTES:**  
 As noted on the survey, there is a gap between the West 1056 feet of Government Lot 2 and the plot of SECOND SHADYWOOD PARK and the two parcels that are described by metes and bounds that are south of Highland Avenue and north of the record plot of NELSON ADDITION.  
 The northeast corner of Section 24 falls in the lake. In researching the original government survey we find that the survey of the east line of Section 24 is incomplete. This is important because this determines the direction of the line between Government Lots 2 and 3. In doing this survey, we have determined that the southwest corner of Government Lot 3 is set by regular government survey methods. From that line we have drawn the south line of Government Lot 3 to a point 20 feet north of the northeast corner of Block 4 in SECOND SHADYWOOD PARK "as monumented" because the plot calls for this line to be the "1/16th line".

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Requested By:  
**The Estate of Sherill Angstman**  
 Date: 6/25/08 Drawn By: M.L.H. Scale: 1" = 100' Checked By: E.J.O.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
 Edward J. Otto  
 Date: 7/4/08 License # 14343

**OTTO ASSOCIATES**  
 Engineers and Land Surveyors, Inc.  
 Web Site: www.ottoassociates.com  
 9 West Division St., Duluth, MN 55813  
 Ph: (763)682-4727 Fax: (763)682-3522  
 Job No: 1-08-0202

**Summary**

Parcel ID 10-324-1200  
 Parcel n/a  
 Parcel Type RE  
 Property Address  
 Plat n/a  
 Sec-Twp-Rng Sec.24 T33N R28W  
 Legal Description W 64 RDS OF LOT 2 & W 50 RDS OF LOT 3  
 (Note: Legal descriptions here are for tax purposes only. Do not use them for recording purposes.)  
 Last Recording A 864793 Date: 11/13/2018  
 Deeded Acres 57.00  
 Tax District BIG LAKE  
 School District 727 - BIG LAKE

10-324-1200



**Sales**

Document	Sale Date	Sale Price	Adj Price	eCRV
A 695551	06/2009	\$140,400	\$140,400	

**Valuation**

	2019 Assessment	2018 Assessment	2017 Assessment	2016 Assessment
Estimated Land Value	\$208,400	\$281,300	\$202,700	\$190,800
Estimated Building Value	\$1,000	\$1,000	\$1,000	\$1,000
Total Estimated Value	\$209,400	\$282,300	\$203,700	\$191,800
Classification	Residential 1 unit, Wetlands Located on Non-Ag Property, Rural Vacant Land	Residential 1 unit, Wetlands Located on Non-Ag Property, Rural Vacant Land	Residential 1 unit, Wetlands Located on Non-Ag Property, Rural Vacant Land	Residential 1 unit, Wetlands Located on Non-Ag Property, Rural Vacant Land
Occupancy	NON-HOMESTEAD	NON-HOMESTEAD	NON-HOMESTEAD	NON-HOMESTEAD

**Tax History**

	2019 Payable	2018 Payable	2017 Payable
Taxable Value	\$268,800	\$190,200	\$178,300
Net Tax	\$3,016.00	\$2,092.00	\$2,132.00
Special Assessments	\$0.00	\$0.00	\$0.00
Principle Balance of Spec. Assessments			
Total Payable	\$3,016.00	\$2,092.00	\$2,132.00
Penalty Due	\$0.00	\$0.00	\$0.00
Cost Due & Fees	\$0.00	\$0.00	\$0.00
Interest Due	\$0.00	\$0.00	\$0.00
Total Unpaid	\$0.00	\$0.00	\$0.00

**Pay Taxes Online**

[Click here for General Information & Payment Options](#)

For totals and payment information for past due taxes contact Auditor/Treasurer: 763-765-4352

## Tax Statement

2019 Tax Statement

2018 Tax Statement

2017 Tax Statement

*The above tax statement links will open in a pop-up. If they do not open, please disable your pop-up blocker.*

**If you are having difficulties obtaining a PDF copy of your Tax Statement(s) please check the following:**

- Your Pop-Up blocker is disabled or set to allow popups from this website.
- Your PDF reader software is fully installed and up-to-date.
- Access to port #10090\* is allowed by your firewall. You may need to contact your IT Department for access from within a business environment.

\*changed 7/5/2018

## Photos

10-324-1200



10-324-1200



## Sketches

**No data available for the following modules: Residential, Commercial.**

Sherburne County disclaims any and all liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies and is not responsible for misuse or misinterpretation.

[User Privacy Policy](#)

[GDPR Privacy Notice](#)

[Last Data Upload: 2/5/2020, 9:03:05 AM](#)

Developed by  
 **Schneider**  
GEO SPATIAL

[Version 2.3.39](#)

# Sherburne County

Diane Arnold  
Auditor/Treasurer  
13880 Business Ctr Dr  
Elk River, MN 55330

763-765-4350  
www.co.sherburne.mn.us

Property ID: 10-324-1200

Owner: KNAEBLE, SHANON E & ANDERSON TRUS +

### Taxpayer(s):

TAXPAYER # 106533  
KNAEBLE, SHANON E & ANDERSON TRUST  
1831 HIAWATHA AVE  
BIG LAKE MN 55309

### Property Description:

BIG LAKE  
SEC: 24 TWP: 33.0 RG: 28 LOT: BLK: ACRES: 57.00  
W 64 RDS OF LOT 2 & W 50 RDS OF LOT 3

# 2019 Property Tax Statement

		VALUES & CLASSIFICATION	
		Taxes Payable Year: 2018 2019	
STEP 1	Estimated Market Value:	203,700	282,300
	Homestead Exclusion:		
	Taxable Market Value:	190,200	268,800
STEP 2	New Improvements/ Expired Exclusions:		
	Property Classification:	RES NON-HSTD TAX EXEMPT RV NHSTD	NH SGL RES TAX EXEMPT RV NHSTD
	Sent in March 2018		
STEP 3	PROPOSED TAX		
	Proposed Tax:(excluding special assessments) Sent in November 2018		
	PROPERTY TAX STATEMENT		
	First-half Taxes: May 15		1,508.00
	Second-half Taxes: October 15		1,508.00
	Total Taxes Due in 2019:		3,016.00

\$\$\$

You may be eligible for one or even two refunds to reduce your property tax.

**REFUNDS?** Read the back of this statement to find out how to apply.

	Taxes Payable Year: 2018 2019	
1. Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		
<b>PROPERTY TAX AND CREDITS</b>		
3. Property tax before credits	2,255.92	3,200.88
4. Credits that reduce property taxes:		
A. Agricultural and rural land credits	163.92	184.88
B. Taconite tax relief		
C. Other credits		
5. Property tax after credits	2,092.00	3,016.00
<b>PROPERTY TAX BY JURISDICTION</b>		
6. County	938.38	1,288.64
7. City or Town	376.38	557.11
8. State General Tax		
9. School District: A. Voter approved levies	476.02	752.06
0727 B. Other local levies	272.67	418.19
10A. Special taxing district	28.55	
B. Tax increment		
C. Fiscal disparity		
11. Non-school voter approved referenda levies		
12. Total property tax before special assessments	2,092.00	3,016.00
<b>SPECIAL ASSESSMENTS</b>		
13A.		
B.		
C.		
14. Total property tax and special assessments	2,092.00	3,016.00

ISSUED: 02/05/2020

## 2 ND HALF PAYMENT STUB

Pay on or before October 15 to avoid penalty  
**Real Estate Sherburne County**

Payable in **2019**

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:  
Sherburne County  
Auditor/Treasurer

R  
CASH   
CHECK   
COUNTER   
MAIL

TAXPAYER # 106533  
KNAEBLE, SHANON E & ANDERSON TRUST

NH SGL RES ACCT# 10782

Property ID Number:	10-324-1200
Full Tax for Year	3,016.00
Balance Due	.00
Penalty	
Total Paid	

Mail to: Diane Arnold  
Auditor/Treasurer  
13880 Business Ctr Dr  
Elk River, MN 55330

Check if address change on back  
 If box is checked you owe delinquent taxes  
Detach stub and include with second half payment

\$30.00 service charge for all returned checks.

ISSUED: 02/05/2020

10000001032412002019010782

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## 1 ST HALF OR FULL PAYMENT STUB

Pay on or before May 15 to avoid penalty  
**Real Estate Sherburne County**

Payable in **2019**

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:  
Sherburne County  
Auditor/Treasurer

R  
CASH   
CHECK   
COUNTER   
MAIL

TAXPAYER # 106533  
KNAEBLE, SHANON E & ANDERSON TRUST

NH SGL RES ACCT# 10782

Property ID Number:	10-324-1200
Full Tax for Year	3,016.00
Balance Due	.00
Penalty	
Total Paid	

Mail to: Diane Arnold  
Auditor/Treasurer  
13880 Business Ctr Dr  
Elk River, MN 55330

Check if address change on back  
 If box is checked you owe delinquent taxes  
Detach stub and include with first half or full payment

\$30.00 service charge for all returned checks.

ISSUED: 02/05/2020

10000001032412002019010782

00000000000000003016008

If you owned and occupied this property as your homestead on January 2, 2019, you **may** qualify for one or both of the following homestead credit refunds:

**\$\$\$ REFUNDS**  
 You may qualify for one or both refunds from the State of Minnesota based on your 2019 Property Taxes.

- Property Tax Refund** - If your taxes exceed certain income-based thresholds, and your total household income is less than \$113,150.
- Special Property Tax Refund** - If you also owned and occupied this property as your homestead on January 2, 2018 and **both** of the following are true:
  - The net property tax on your homestead increased by more than 12 percent from 2018 to 2019.
  - The increase was at least \$100, not due to improvements on the property.

For Form M1PR and instructions:



[www.revenue.state.mn.us](http://www.revenue.state.mn.us)



(651) 296-3781



Minnesota Tax Forms  
 Mail Station 1421  
 St. Paul, MN 55146-1421

Make sure to provide your Property ID Number on your M1PR to ensure prompt processing.

**Penalty for Late Payment of Property Tax**

If you pay your first half or second half property tax after the due dates, a penalty will be added to your tax. The later you pay, the greater the penalty you must pay. The table below shows the penalty amounts added to your tax if your property taxes are not paid before the date shown.

Property Type:	2019											2020
	May 16	June 1	July 1	Aug 1	Sep 1	Sep 4	Oct 1	Oct 16	Nov 1	Nov 16	Dec 1	Jan 2
<b>Homesteads and Cabins</b>												
1st half	2%	4%	5%	6%	7%	-	8%	8%	8%	-	8%	10%
2nd half	-	-	-	-	-	-	-	2%	4%	-	5%	7%
Both Unpaid	-	-	-	-	-	-	-	5%	6%	-	6.5%	8.5%
<b>Agricultural Homesteads</b>												
1st half	2%	4%	5%	6%	7%	-	8%	8%	8%	8%	8%	10%
2nd half	-	-	-	-	-	-	-	-	-	2%	4%	6%
Both Unpaid	-	-	-	-	-	-	-	-	-	5%	6%	8%
<b>Nonhomesteads</b>												
1st half	4%	8%	9%	10%	11%	-	12%	12%	12%	-	12%	14%
2nd half	-	-	-	-	-	-	-	4%	8%	-	9%	11%
Both Unpaid	-	-	-	-	-	-	-	8%	10%	-	10.5%	12.5%
<b>Agricultural Nonhomesteads</b>												
1st half	4%	8%	9%	10%	11%	-	12%	12%	12%	12%	12%	14%
2nd half	-	-	-	-	-	-	-	-	-	4%	8%	10%
Both Unpaid	-	-	-	-	-	-	-	-	-	8%	10%	12%
<b>Personal Property</b>	8%	8%	8%	8%	8%	-	8%	8%	8%	8%	8%	8%
<b>Manufactured Homes</b>												
1st half	-	-	-	-	-	8%	8%	8%	8%	8%	8%	8%
2nd half	-	-	-	-	-	-	-	-	-	8%	8%	8%

**Personal Property Located on Leased Government-owned Land:** Taxes may be paid in two installments due at the same time as real property taxes. These taxes are subject to the same penalty schedule and penalty rates as real property taxes. All other personal property taxes are due in full on or before May 15, 2019.

**Note to manufactured homeowners:** The title to your manufactured home cannot be transferred unless all current year and delinquent personal property taxes are paid at the time of transfer.

**Senior Citizen Property Tax Defferal**

The Senior Citizen Deferral Program provides a low-interest loan to senior citizens having difficulty paying property taxes. This is not a tax forgiveness program, however, this program:

- Limits the maximum amount of property tax paid to 3% of total household income, and
- Ensures the amount of tax paid remains the same as long as you participate in this program.

To be eligible, you must file an application by **July 1, 2019**, as well as:

- Be at least 65 years old,
- Have a household income of \$60,000 or less, and
- Have lived in your home for at least 15 years.

To receive a fact sheet and application for this program, go to [www.revenue.state.mn.us](http://www.revenue.state.mn.us) and type "deferral" into the search box, or call the Senior Deferral Administrator at (651) 556-4803.

NEW ADDRESS:  
 NAME \_\_\_\_\_  
 STREET ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_  
 STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
 EMAIL ADDRESS \_\_\_\_\_

**MAKE CHECKS PAYABLE TO COUNTY TREASURER AS SHOWN ON THE FRONT OF THIS STATEMENT**

**PAYMENT INFORMATION:**

TO MAKE HALF PAYMENT: DETACH PROPER STUB (1 OR 2) AND MAIL IT WITH YOUR CHECK OR MONEY ORDER. TO MAKE FULL PAYMENT: DETACH STUB 1 AND MAIL IT WITH YOUR CHECK OR MONEY ORDER.

**THIS STUB MUST ACCOMPANY SECOND HALF PAYMENT**

**ADDRESS CORRECTION**

**MAKE CHECKS PAYABLE TO COUNTY TREASURER AS SHOWN ON THE FRONT OF THIS STATEMENT**

NEW ADDRESS:  
 NAME \_\_\_\_\_  
 STREET ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_  
 STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
 EMAIL ADDRESS \_\_\_\_\_

**THIS STUB MUST ACCOMPANY FIRST HALF PAYMENT**

Commonwealth Land Title Insurance Company

Issued by its Agent, Edina Realty Title, Inc.

**OWNER'S POLICY**

**SCHEDULE A**

<b>Case Number:</b> 886573	<b>Date of Policy:</b> 06/25/2009 at 1:30 PM	<b>Amount of Insurance:</b> \$140,400.00	<b>Policy Number:</b> 81306-78672991
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The Policy amount will automatically increase by 10% of the amount shown above on each of the first five anniversaries of the policy date. The Policy Number shown on this schedule must agree with the preprinted number on the cover sheet.

**1. Name of Insured:**

Michael C. Anderson and Vicki L. Anderson, as joint tenants of an undivided one-half interest and Shanon E. Knaeble of an undivided one-half interest

**2. The estate or interest in the Land that is insured by this policy is**

FEE SIMPLE

**3. Title to the estate or interest in the land is vested in:**

Michael C. Anderson and Vicki L. Anderson, as joint tenants of an undivided one-half interest and Shanon E. Knaeble of an undivided one-half interest

**4. The land referred to in this policy is described as follows:**

See Exhibit A attached.

Edina Realty Title, Inc.

By:



\_\_\_\_\_  
Authorized Officer or Agent

**EXHIBIT "A"**

**The West 64 Rods of Lot 2 and the West 50 Rods of Lot 3, Section 24, Township 33, Range 28, Sherburne County, Minnesota.**

Commonwealth Land Title Insurance Company

**OWNER'S POLICY**  
**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**

**Case Number:**  
886573

**Date of Policy:**  
06/25/2009 at 1:30 PM

**Policy Number:**  
81306-78672991

**The Policy Number shown on this schedule must agree with the preprinted number on the cover sheet.**

**This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:**

1. The lien of the general real estate taxes commencing in the second half of the year 2009, which are payable, but not yet due, and thereafter.

The real estate property ID or Plat and Parcel Number is 10-324-1200.

2. There are no pending or levied county or municipal assessments which presently affect the property.
3. The premises is subject to the rights of any tenants, as tenants only, under unrecorded leases.
4. No coverage is given for any facts which would be disclosed by an accurate survey of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. No coverage is given for riparian rights incidental to the land.
7. No coverage is given for the rights of the United States of America and/or the State of Minnesota, the municipality and the public in and to that part of the land which may be within the bounds of wetlands.
8. There is a reservation of minerals and mineral rights by the State of Minnesota.
9. Subject to the terms and conditions of the perpetual drainage easement by and between Sherill E. Angstman, a/k/a/ S. E. Angstman and the City of Big Lake as shown by Document No. 222145.
10. No coverage is given for unpaid utility and water bills, if any, which are not a lien on the subject property.

**END OF SCHEDULE B**

# OWNER'S POLICY OF TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**



POLICY NUMBER

81306-78672991

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Secretary



By:

President

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10; or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1 DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 11 and 12 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.

- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall

have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were

authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or  
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and  
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance

Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and

provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at: Consumer Affairs Department PO Box 27567 Richmond, Virginia 23261-7567.

---

**THANK YOU**

Title insurance provides for the protection of your real estate investment. We suggest you keep this policy in a safe place where it can be readily available for future reference.

If you have questions about title insurance or the coverage provided by this policy, contact the office that issued this policy, or you may call or write:

Commonwealth Land Title Insurance Company

Consumer Affairs  
P.O. Box 27567  
Richmond, Virginia 23261-7567  
Telephone, toll free: 800 446-7086  
web: [www.landam.com](http://www.landam.com)

We thank you for choosing to do business with «UnderwriteName», and look forward to meeting your future title insurance needs.



Commonwealth Land Title Insurance Company

Issued by its Agent, Edina Realty Title, Inc.

COMMITMENT

SCHEDULE A

Case No. 886573

1. Effective Date: 06/07/2009 at 8:00 AM
2. Policy or Policies to be issued:
  - (a) ALTA Standard Owners Policy (06-17-06) Amount \$140,400.00  
Proposed Insured: Michael C. Anderson, and spouse, if any
  - (b) None Amount \$  
Proposed Insured:
  - (c) None Amount \$  
Proposed Insured:
3. Title to the FEE SIMPLE estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in  
S.E. Angstman, aka Sherrill E. Angstman
4. The land referred to in the Commitment is described as follows:  
See Exhibit A attached.

Edina Realty Title, Inc.

By:

Countersigned at Edina, Minnesota

  
\_\_\_\_\_  
Authorized Officer or Agent

**Commonwealth Land Title Insurance Company**

**Issued by its Agent, Edina Realty Title, Inc.**

**COMMITMENT**

**EXHIBIT A**

Case No. 886573

The West 64 Rods of Lot 2 and the West 50 Rods of Lot 3, Section 24, Township 33, Range 28, Sherburne County, Minnesota.

Commonwealth Land Title Insurance Company

COMMITMENT

SCHEDULE B - Section I

Requirements

The following are the requirements to be complied with:

1. Closer to walk all Documents at the County Recorder's Office.
2. The Owner's Policy will be issued for the value of the vacant land only. If that land is to be improved and it is desired that the improved value be insured (for additional charges) the Company must receive a written request to insure the improved value at least five working days prior to the closing for review and possible further requirements. A pending disbursement clause will then be added as an Exception in the Owner's Policy. NOTE: The Company makes no representation as to hook-up charges or other developmental charges that may be incurred as the result of the issuance of a building permit.
3. Information provided to Edina Realty Title indicates that S.E. Angstman, aka Sherrill E. Angstman is deceased or subject to Conservatorship or Guardianship. If this information is correct, then a closing can occur only after completion of proper Probate Court Proceedings. The probate documents must be submitted to Edina Realty Title for examination and possible further requirements at least two working days prior to closing.
4. A Deed from Patricia R. Larson, as Personal Representative of the Estate of S.E. Angstman, aka Sherrill E. Angstman, to Michael C. Anderson; which deed should state the marital status of the decedent, and contain the consent of the decedent's spouse, if any.
5. A partial release of the mortgage from Patricia R. Larson, as personal representative of the Estate of Sherrill E. Angstman, borrower, to Kleinbank, lender, dated May 2, 2007 and recorded May 22, 2007 as Document No. 650503 in the amount of \$95,000.00 must be recorded.
6. Edina Realty Title's "Affidavit by Seller" or an affidavit of similar form must be signed at the closing.
7. Edina Realty Title's "Affidavit by Purchaser" or an affidavit of similar form must be signed at the closing.
8. A completed Certificate of Real Estate value must accompany each deed or conveyance which is to be recorded.
9. VERIFY PRIOR TO CLOSING THAT THERE ARE NO UNPAID WATER/UTILITY CHARGES ON SUBJECT PROPERTY.
10. Pursuant to Internal Revenue Service requirements, Edina Realty Title requires that every seller in a real estate transaction fully complete and execute a "Certification for No Information Reporting on the Sale or Exchange of a Principal Residence."
11. A completed Well Disclosure Certificate must accompany each deed or conveyance which is to be recorded; or, the deed must certify that there are no wells on the property. For Well Certificate: Contact the Abstracting Department at 952-928-5234 for the ¼, ¼, Section, Township, Range location information.
12. The following is for informational purposes only:

The seller's charges attached have been based upon the assumption that the seller will provide the buyer with a commitment for title insurance, in lieu of an Abstract of Title. If this is not the case, we must be advised prior to closing, in order to revise the charges as necessary.

Case No. 886573

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

**Commonwealth Land Title Insurance Company**

**COMMITMENT**

**SCHEDULE B - Section I**

**Requirements**

This Commitment has been prepared pursuant to Minnesota Statutes Section 507.45(3)(b). If an owner's title insurance policy will not be issued herein, a cancellation fee of \$125.00 will apply.

If the gap period is to be insured, this transaction must be closed by Edina Realty Title.

Copies of documents referenced in this commitment are available to review upon request. Please contact our Customer Service Department at 952-928-5200 if you would like a copy of a document.

If there are any questions concerning this Commitment, please contact our Customer Service Department at 952-928-5200.

Informational Note: The property to be insured is Abstract Property.

CHAIN OF TITLE: S.E. Angstman, aka Sherrill E. Angstman acquired the subject property on August 10, 1961 as shown by the Warranty Deed recorded September 6, 1961 as Document No. 93873 and on November 9, 1943 as shown by the Conveyance of Forfeited Lands recorded November 30, 1943 as Document No. 67231.

Commitment typed and examined by DJ on June 12, 2009.

Case No. 886573

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Commonwealth Land Title Insurance Company

COMMITMENT

SCHEDULE B - Section II

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

General Exceptions:

- A. Facts which would be disclosed by a comprehensive survey of the premises herein described.
- B. Rights and claims of parties in possession.
- C. Mechanics', Contractors', or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
- D. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the TITLE POLICY.
- E. Taxes and assessments commencing in the year 2009 and thereafter.

1. The following exception will appear on an Owner's Policy to be issued:

No coverage is given for unpaid utility and water bills, if any, which are not a lien on the subject property.

2. Taxes due and payable in the year 2009 in the amount of \$2,590.00 are unpaid. The base tax amount is \$2,590.00.

The real estate property ID or Plat and Parcel Number is 10-324-1200.

The 2009 taxes are non-homestead. No representation is made regarding subsequent years' homestead status.

3. The premises is subject to the rights of any tenants, as tenants only, under unrecorded leases.
4. There are no pending or levied county or municipal assessments which presently affect the property.
5. No coverage is given for any facts which would be disclosed by an accurate survey of the land.
6. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. No coverage is given for riparian rights incidental to the land.
8. No coverage is given for the rights of the United States of America and/or the State of Minnesota, the municipality and the public in and to that part of the land which may be within the bounds of wetlands.
9. There is a reservation of minerals and mineral rights by the State of Minnesota.
10. Subject to the terms and conditions of the perpetual drainage easement by and between Sherill E. Angstman, a/k/a/ S. E. Angstman and the City of Big Lake as shown by Document No. 222145.

Case No. 886573

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

**Issued By**  
**Edina Realty Title, Inc.**  
**6800 France Avenue South, Suite 410**  
**Edina, MN 55435**  
**As Issuing Agent For:**  
**Commonwealth Land Title Insurance Company**

## COMMITMENT FOR TITLE INSURANCE



COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 120 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

  
Secretary



By:

  
President

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

### CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

ORIGINAL

Alta Commitment - 2006  
Cover Page  
Form 1004-316

**COMMITMENT  
FOR TITLE  
INSURANCE**

American Land Title Association (2006)

Issued by:  
**Commonwealth Land Title Insurance  
Company**



# Edina Realty Title, Inc. - eCloser

6800 France Avenue South, Edina, MN 55435 Phone : 952/928-5200 Fax : 952/928-5500

## Property Inspection & Plat Drawing Order

Order No : **886573** County : **Sherburne** Estimated Closing Date : **6/23/2009 12:00:00 PM**  
ERT Branch No : **435** Order Date : **6/3/2009 2:40:38 PM** Date / Time Received : **06/03/09 3:31:54 PM**  
Address : **Xxx Highland Avenue** Order Type : **Z2\_PLATINSP**  
**Big Lake Twp MN 55309**  
Buyer Name : **Michael C Anderson**  
Seller Name :  
Legal : **NULL / NULL -**  
Instructions:



### NEW ORDER

PID : 10-324-1200

## Property Inspection Report

Address On Building :

### Character of Improvements?

- 1 Story ( ) Frame ( ) Residential  
( ) 1 & 1/2 Story ( ) Brick ( ) Townhouse  
( ) 2 Story ( ) Stucco ( ) Condo  
( ) Other ( ) Other *metal* ( ) Other *tile bldg*

### Garage?

- ( ) Attached  
( ) Not Attached  
 None  
\_\_\_ Car

### Any Alley?

- ( ) Yes  
 No

### Lot Size?

### Estimated Age of Improvements?

- ( ) New Construction  
( ) Less than 1 year  
( ) 1 to 5 years  
( ) 5 to 15 years  
 15 years or older

### Any Apparent Recent Improvements?

- ( ) Yes Describe : \_\_\_\_\_  
 No

### Any Apparent Easements?

- ( ) Yes Describe : \_\_\_\_\_  
 No

Other Information :

Inspection Date : **6/4/09**

Inspected By : **RH**

### Do Improvements on Adjoining Property

#### Appear to Encroach?

- ( ) Yes Describe : \_\_\_\_\_  
 No

#### Any Party Walls?

- ( ) Yes Where : \_\_\_\_\_  
 No

#### Do Improvements Appear to be within

#### Property Lines?

- ( ) No Describe : \_\_\_\_\_  
 Yes

#### Access to Property?

- Street / Alley  
( ) Shared Drive  
( ) Access Easement  
( ) Other \_\_\_\_\_

#### Persons in Possession?

- ( ) Occupied (no response)  
 Unoccupied  
( ) Owner  
( ) Workmen  
( ) Other \_\_\_\_\_

This Property Inspection has been provided by  
**ACCESS INFORMATION SYSTEMS, Inc.**

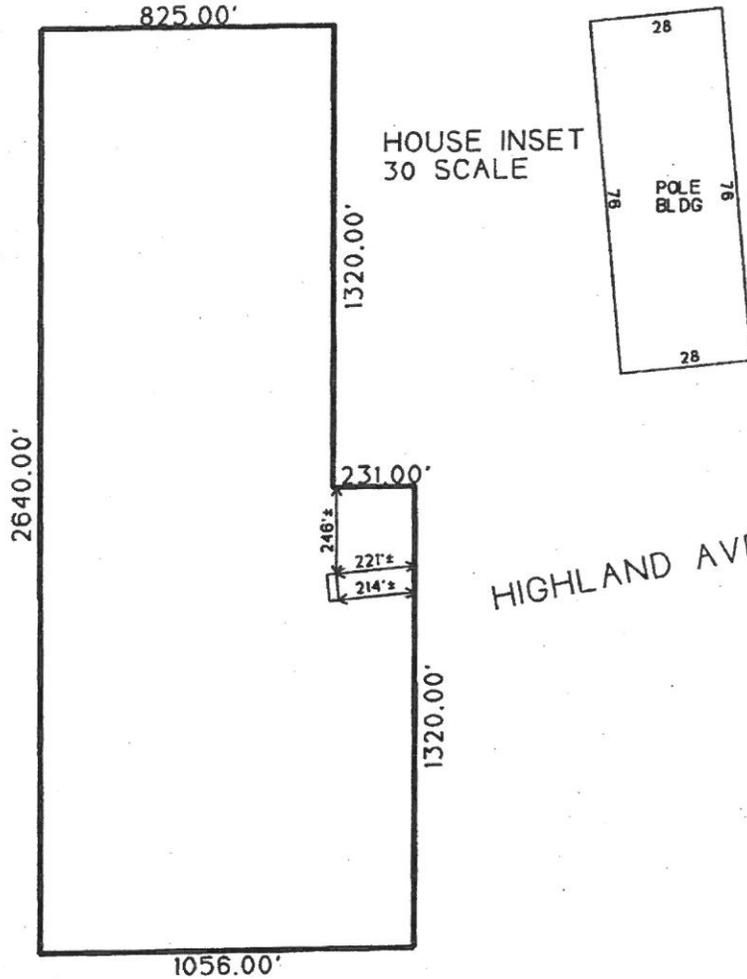
1210 West 96th Street, Suite A - Bloomington, Minnesota 55431 Phone : (952) 888-8503 Fax : (952) 888-4576

File No. 886573

PROPERTY SKETCH  
ACCESS INFORMATION SYSTEMS  
(This is not a survey)

LEGAL : SEE SCHEDULE A

400 SCALE



Property Address XXX HIGHLAND AVE BIG LAKE TWP

THIS IS NOT A SURVEY NOR SHOULD THIS BE USED AS A SURVEY TO LOCATE FUTURE IMPROVEMENTS.  
This drawing is for residential mortgage informational purposes only. The information relating  
to the property dimensions is based upon the recorded plat or maps in the county records. The  
improvement location and dimensions shown are approximate and based upon a visual inspection.

**ORDINANCE NO. 2020-XX**

**AN ORDINANCE OF THE CITY OF BIG LAKE, MINNESOTA ANNEXING  
LAND LOCATED IN BIG LAKE TOWNSHIP, SHERBURNE COUNTY,  
MINNESOTA, PURSUANT TO MINNESOTA STATUTES § 414.033 SUBDIVISION  
2(3), PERMITTING ANNEXATION BY ORDINANCE**

**WHEREAS**, a petition signed by all the property owners, requesting that property legally described as:

*The West 65 Rods of Lot 2 and the West 50 Rods of Lot 3, Section 24,  
Township 33, Range 28, Sherburne County, Minnesota.*

**EXCEPT**

All land which has previously been annexed into the city.

(“Land”) be annexed to the City of Big Lake, Minnesota, was duly presented to the Big Lake City Council on the 8<sup>th</sup> day of April, 2020; and

**WHEREAS**, said Land is unincorporated and abuts the City of Big Lake on its western boundary; is less than 120 acres; is not presently served by public sewer facilities or public sewer facilities are not otherwise available; and

**WHEREAS**, said Land is located within a shoreland area, and the City has previously adopted its land use controls to conform with Minnesota Chapter 103F. The Land shall be subject to the requirements of Minnesota Chapter 103F pursuant to Minn. Stat. § 414.033, subd. 11.

**WHEREAS**, said Land is currently designated for agricultural use, and annexation is requested to facilitate the extension of city services for the residential development of the Land; and

**WHEREAS**, the City of Big Lake held a public hearing pursuant to Minn. Stat. § 414.033, subd. 2b, on April 8, 2020, following thirty (30) days’ written notice by certified mail to Big Lake Township and to all landowners within and contiguous to the area legally described herein to be annexed; and

**WHEREAS**, pursuant to Minn. Stat. § 414.03, subd. 13, the City has notified the petitioner at least 30 days before the adoption of this ordinance that the cost of electric utility service may change if the Land is annexed to the City, and said notification is attached as **Exhibit A**;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BIG LAKE  
HEREBY ORDAINS AS FOLLOWS:**

1. The City Council hereby determines that the Land as described herein abuts the city limits and is or is about to become urban or suburban in nature in that residential use is being proposed for said property the construction of which requires or will need city services, including public sewer facilities.
2. None of the Land is now included within the limits of any city, or in any area that has already been designated for orderly annexation pursuant to Minn. Stat. § 414.0325.
3. The corporate limits of the City of Big Lake, Minnesota, are hereby extended to include the following described property, said land abutting the City of Big Lake and being 120 acres or less in area, and is not presently served by public sewer facilities or public sewer facilities are not otherwise available, and the City having received a petition for annexation from all the property owners of the land, to wit:

***The West 65 Rods of Lot 2 and the West 50 Rods of Lot 3, Section 24, Township 33,  
Range 28, Sherburne County, Minnesota.***

**EXCEPT**

All land which has previously been annexed into the city.

(“Land”);

The above-described property consists of a total of 57.00 acres, more or less. Copies of the corporate boundary map showing the property to be annexed and its relationship to the corporate boundaries and all appropriate plat maps are attached hereto and marked as **Exhibit B**.

4. That the population of the area legally described herein and hereby annexed is zero (0).
5. Taxes/Reimbursement to Township. Pursuant to the requirements of Minn. Stat. § 414.036, the City of Big Lake shall provide a reimbursement to Big Lake Township to compensate the town for the loss of taxable property in the amount of Five Hundred Fifty Seven Dollars and 11 cents (\$557.11), which represents one (1) year of township taxes on the property, payable in two annual payments in accordance with the following schedule:

1. In 2020, an amount equal to Two Hundred Seventy Eight Dollars and Fifty Six Cents (\$278.56);

(1/2 total amount)

2. In 2021, an amount equal to Two Hundred Seventy Eight Dollars and Fifty Five Cents (\$278.55);

There are no outstanding assessments against the Land.

6. That the City Clerk of the City of Big Lake is hereby authorized and directed to file a copy of this Ordinance with the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, the Minnesota Secretary of State, the Sherburne County Auditor, and the Big Lake Township Clerk.

7. That this Ordinance shall be in full force and effect and final upon the date this Ordinance is approved by the Office of Administrative Hearings.

Adopted by the Big Lake City Council this 8<sup>th</sup> day of April, 2020.

CITY OF BIG LAKE

---

**Mayor Mike Wallen**

Attest:

---

**City Clerk Gina Wolbeck**

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF SHERBURNE )

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

---

Notary Public

**Exhibit A**  
Notice of Electric Utility Service Cost Impact

**CITY OF BIG LAKE**  
**OFFICIAL NOTICE**

**NOTICE OF ELECTRIC UTILITY SERVICE COST IMPACT**  
**PURSUANT TO MINN. STAT. § 414.033, subd. 13**

**OFFICAL NOTICE IS HEREBY GIVEN** that the cost of electric utility service to the following property may change if the land is annexed to the municipality:

*The West 65 Rods of Lot 2 and the West 50 Rods of Lot 3, Section 24, Township 33, Range 28, Sherburne County, Minnesota.*

EXCEPT

All land which has previously been annexed into the city.

*PID Number: 10-324-1200*

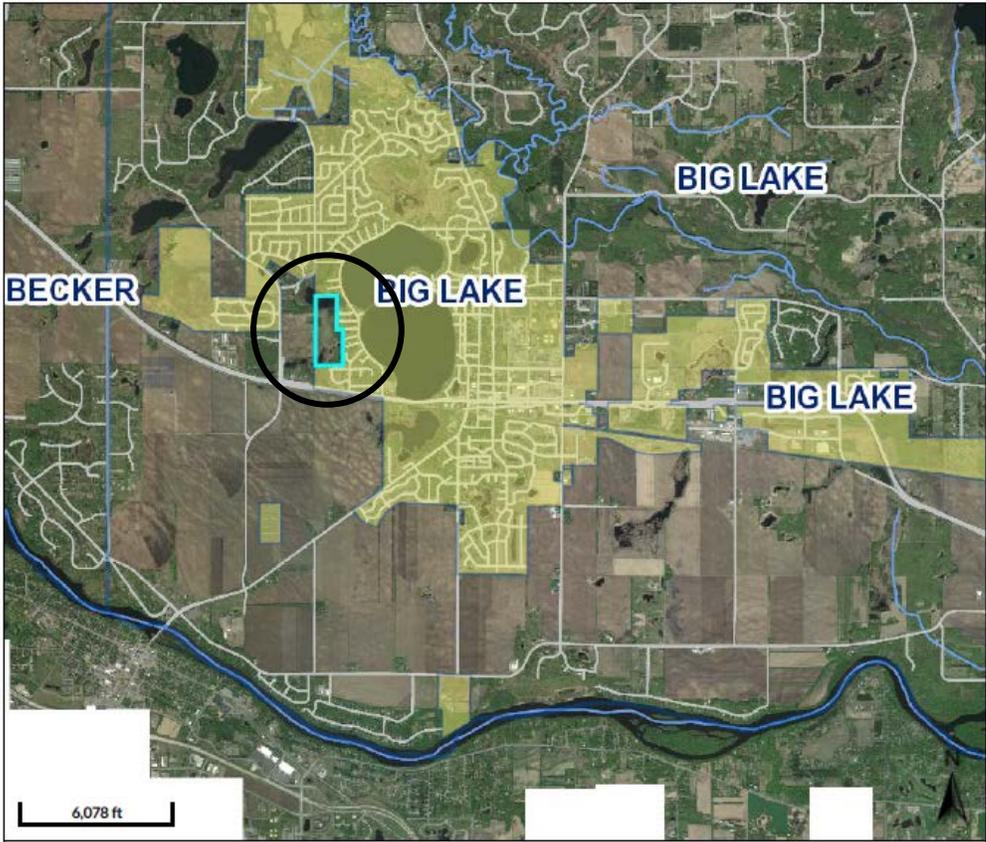
The estimate of the cost impact of any change in electric utility services, including rate changes and assessments, resulting from the annexation is as follows:

<b>Electric Rate Classification</b>	<b>Estimated Potential Increase</b>
Residential	\$ 4.00 additional per month

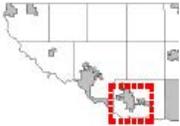
**Notice is hereby given this 28<sup>th</sup> day of February, 2020.**

Hanna Klimmek, Community Development Director  
Gina Wolbeck, City Clerk

**Exhibit B (2 pages)**  
**Boundary Site Map**



**Overview**



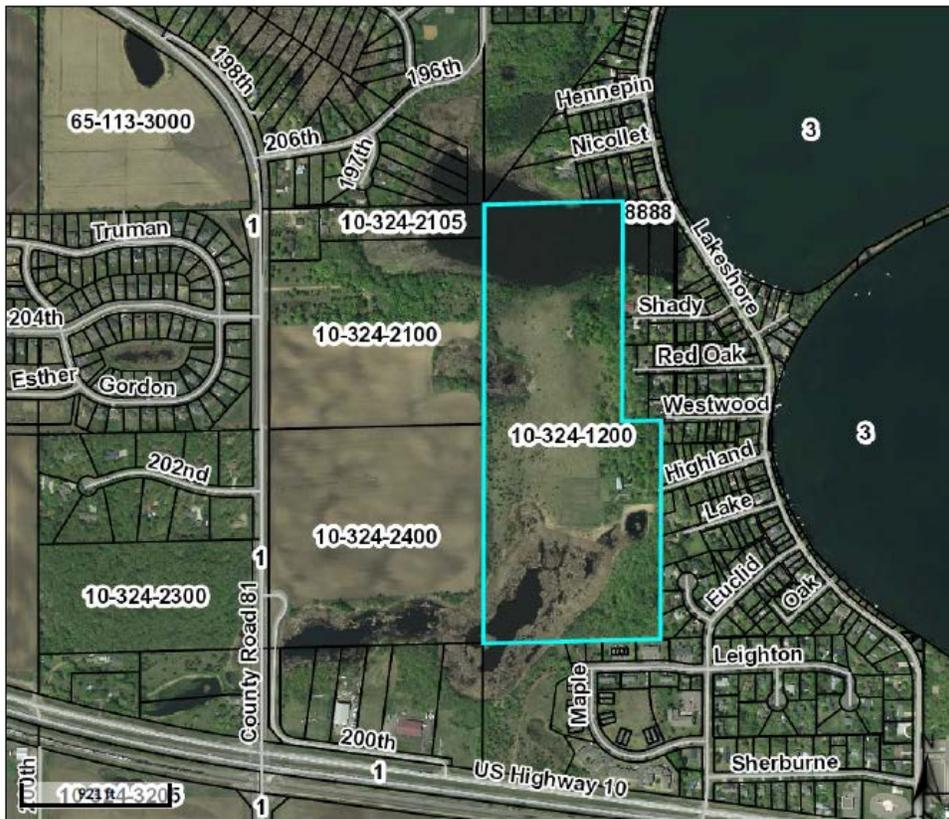
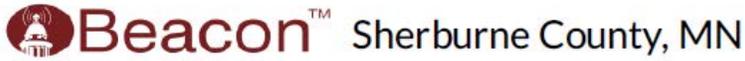
**Legend**

- Roads
- Streams

Parcel ID	10-324-1200	Alternate ID	n/a	Owner Address	KNAEBLE, SHANON E & ANDERSON TRUST 1831 HIAWATHA AVE BIG LAKE MN 55309
Sec/Twp/Rng	24-33-28	Class	201-Residential 1 unit, 801-Wetlands Located on Non-Ag Property, 111-Rural Vacant Land		
Property Address		Acreage	57		
District			BIG LAKE		
Brief Tax Description			n/a		

(Note: Not to be used on legal documents)

**Exhibit B (2 pages)**  
Parcel Site Map 10-324-1200 (57 acres)



**Overview**



**Legend**

- Roads
- Parcels
- Streams

<b>Parcel ID</b>	10-324-1200	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	KNAEBLE, SHANON E & ANDERSON TRUST 1831 HIAWATHA AVE BIG LAKE MN 55309
<b>Sec/Twp/Rng</b>	24-33-28	<b>Class</b>	201-Residential 1 unit, 801-Wetlands Located on Non-Ag Property, 111-Rural Vacant Land		
<b>Property Address</b>		<b>Acres</b>	57		
<b>District</b>			BIG LAKE		
<b>Brief Tax Description</b>			n/a		

*(Note: Not to be used on legal documents)*

**CITY OF BIG LAKE  
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, April 8, 2020. The following Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. A motion to adopt the following resolution was made by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_

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

**RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 2020-XX  
APPROVING AN ANNEXATION BY ORDINANCE FOR  
PARCEL NO. 10-324-1200**

**WHEREAS**, the City Council has adopted an ordinance annexing parcel no. 10-324-1200 pursuant to MN Statutes 414.033, Subdivision 2(3) permitting annexation by ordinance; and

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance No. 2020-XX will clearly inform the public of the intent and effect of the Ordinance; and

**WHEREAS**, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

**NOW THEREFORE, BE IT RESOLVED** that the following summary of Ordinance No. 2020-XX is approved for publication:

**CITY OF BIG LAKE, MINNESOTA  
ORDINANCE NO. 2020-XX**

The City received a property owner submitted Petition for Annexation for Parcel No. 10-324-1200. The land meets all requirements of MN Statutes 414.033, Subdivision 2(3), and the landowner and all adjacent landowners received notice of the required public hearing pursuant to MN Statutes 414.033, Subdivision 13. The Big Lake City Council has approved an Annexation by Ordinance pursuant to MN Statutes 414.033, Subdivision 2(3). The A printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

Adopted by the Big Lake City Council on the 8<sup>th</sup> of April, 2020.

\_\_\_\_\_  
**Mayor Mike Wallen**

Attest:

\_\_\_\_\_  
**Gina Wolbeck, City Clerk**

The following Council Members voted in favor:

The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF SHERBURNE )

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

\_\_\_\_\_  
Notary Public

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



# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Clay Wilfahrt, City Administrator	<b>Meeting Date:</b> 4/8/2020	<input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Consent Agenda Item</b>	<b>Item No.</b> <b>7B</b>
<b>Item Description:</b> Emergency Declaration	<b>Reviewed By:</b>		
	<b>Reviewed By:</b>		

## **ACTION REQUESTED**

**Motion to approve a resolution declaring a local emergency pursuant to Minnesota Statute 12.29.**

## **BACKGROUND/DISCUSSION**

Due to the COVID 19 outbreak, staff has been incurring a lot of time to respond to the consequences of the pandemic. There have been many issues including needs to change hours of operation, changes to policies and procedures, and communications. These changes, like the changing of hours, or providing leniency on sick time, granting leniency on personnel policies for working at home, etc. haven't been very convenient since staff has to wait until a Council meeting for approval. Additionally, staff believes that there will be disaster relief dollars available once the COVID 19 outbreak is over. Staff would like to discuss an emergency declaration for these two reasons.

Staff pulled a resolution from the League of Minnesota Cities and amended some things already. Staff would like Council to discuss the edits, and other potential changes. Below, staff will lay out the pros and cons of the declaration and ask Council for discussion on passing a resolution.

### **Disaster Reimbursement**

In order to get reimbursed via Federal disaster relief funds, the City must be under a disaster declaration. Arguably, the Governor's or County's declaration may qualify the City for these dollars, but there is a chance that the Federal government won't recognize anyone who doesn't have a disaster declaration for their jurisdiction. This means that there is a chance that the City could miss out on reimbursement because of a failure to pass a resolution. For this reason, staff believes that it makes sense to pass such a resolution.

### **Waiving typical policies and procedures**

While under a disaster declaration, there is often a need to waive purchasing requirements, or normal procedure to ensure an adequate response to the disaster. An example of this would be if a community experienced widespread damage due to something like a tornado, there may be a need to buy equipment to clean up debris, or if a City Facility were destroyed, provide equipment for staff to be able to continue rescue and clean up efforts. The intent of this law is to temporarily suspend typical procedures to protect the health and safety of residents.

Procedures and policies can also need to be amended under emergency circumstances. During the COVID pandemic, there will likely be situations where quarantines are required outside of what is normal for City procedures. Leave time may be granted in a different manner than what is customary, work assignments will change, and any other number of policies may require changing as this situation evolves. Because of that, this draft resolution contemplates the idea of conferring more authority to City staff to make decisions

that typically would be made by Council. This would allow staff to quickly react to any new developments. The potential drawback of such an arrangement is that staff could enact something that went against the desires of Council. Staff does not anticipate a need to vary from existing policies at this time. Staff believes that most immediate concerns have already been addressed, and an emergency meeting of Council can take place within 24 hours, which would satisfy other needs. For these reasons, staff removed this language from the resolution.

Also included in the draft resolution is the ability of staff to vary from typical purchasing procedures. Staff has not needed to do this as of yet for the pandemic, and staff does not anticipate the need to do that, so it was removed.

Staff would like the Council to discuss the emergency declaration and advise staff of how to proceed.

***FINANCIAL IMPACT***

None

***STAFF RECOMMENDATION***

Motion to approve a resolution declaring a local emergency pursuant to Minnesota Statute 12.29.

***ATTACHMENTS***

Emergency Declaration Resolution

**CITY OF BIG LAKE  
MINNESOTA**

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, April 8, 2020. The following Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. A motion to adopt the following resolution was made by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_.

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

**A RESOLUTION ENACTED PURSUANT TO MINNESOTA STATUTES SECTION 12.  
DECLARING A LOCAL EMERGENCY**

**WHEREAS**, the Big Lake City Council recognizes that immediate action to respond to a local emergency is needed in order to protect the health, safety and welfare of the City and the community;

**WHEREAS**, the City Council of the City of Big Lake, Minnesota, per this resolution, declares that all city meetings may be held by telephone or other electronic means pursuant to Minnesota Statute, section 13D.021;

**WHEREAS**, the state of emergency, health pandemic, and concerns for the safety of City staff and the public, may make it no longer feasible to have an authorized person or members of the public present at the regular meeting locations of the City pursuant to Minnesota Statute, section 13D.021, subd. 1 (3) and (4).

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Big Lake, Minnesota, the following declarations:

1. A local emergency is declared until further action of the City Council or as long as the State of Minnesota peacetime emergency declaration of the Governor's Executive Order 20-01 remains in effect.





# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Greg Zurbey, Liquor Manager	<b>Meeting Date:</b> 4/8/2020	<input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Consent Agenda Item</b>	<b>Item No.</b> <b>7C</b>
<b>Item Description:</b> Extension of temporary wage change for Non-Exempt liquor store staff		<b>Reviewed By:</b> Clay Wilfahrt, City Administrator	
		<b>Reviewed By:</b> Deb Wegeleben, Finance Director	

### **ACTION REQUESTED**

**Motion to approve an extension of the temporary pay increase of \$4.00 per hour for all Non-Exempt Liquor Store Staff effective through April 22, 2020.**

### **BACKGROUND/DISCUSSION**

Covid-19 has had a major impact on the operations and staff of Lake Liquors. Since the beginning of March, we have lost around 60 hours a week of staffing due to a resignation and several staff members choosing to remain home to care for children and health concerns. Current staff has been outstanding with their flexibility and commitment to the City of Big Lake and our customers.

Most Liquor stores I have been in contact with have; limited hours and days of operation, reduced down to one location if they have more than one, or closed entirely. Each City is addressing their concerns and stresses placed on staff individually.

For March 15<sup>th</sup>-28<sup>th</sup>; the average ticket is up from \$23 to \$34, customers have increased by 16%, sales dollars have increased by 93%, gross profits have increased by 98%, and profit dollars have increased by \$40,605.

Staff is servicing more customers, with bigger purchases, in fewer hours of operation. Staff is in contact with over 3,000 customers per week.

Staff believes that with the "Stay-At-Home" order, previous stockpiling, and a sense that our store is not closing, that traffic has begun to calm down. March 28<sup>th</sup> and 29<sup>th</sup> saw business trend more towards the norm for those dates. Staff has over scheduled to provide better service and limit the number of customers in the store at any one time. As business slows, part-time staff is being sent home if not needed. Staff is reviewing our customers' needs daily and adjusting.

### **FINANCIAL IMPACT**

Under our current model we are open for 53 business hours per week. Before the hours of operation reduction, we were open 83 hours per week. With the reduction of hours there has been a net savings in payroll costs. Using an estimated average pay of \$14 an hour, payroll costs would be \$1,162 per week. With the temporary increase, payroll would be estimated at \$954 per week. We do have extra staff scheduled, but even with that, payroll should be similar to the 83 hours per week model.

### **STAFF RECOMMENDATION**

Staff recommends the extension of a temporary hourly increase of \$4 per hour for all Non-Exempt Liquor Store Staff effective through April 22, 2020.

***ATTACHMENTS***

N/A



# AGENDA ITEM

Big Lake City Council

<b>Prepared By:</b> Gina Wolbeck, City Clerk	<b>Meeting Date:</b> 4/8/2020	<input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Consent Agenda Item</b>	<b>Item No.</b> <b>7D</b>
<b>Item Description:</b> Monthly Department Reports		<b>Reviewed By:</b> Clay Wilfahrt, City Administrator	
		<b>Reviewed By:</b> N/A	

### **ACTION REQUESTED**

No Action Required.

### **BACKGROUND/DISCUSSION**

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

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

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

### **FINANCIAL IMPACT**

N/A

### **STAFF RECOMMENDATION**

N/A

### **ATTACHMENTS**

N/A