MAHTOMEDI CITY COUNCIL
AGENDA
MARCH 17, 2020
7:00 PM

1. CALL REGULAR CITY COUNCIL MEETING TO ORDER
2. CONSIDER APPROVAL OF THE AGENDA
3. CONSIDER APPROVAL OF THE MARCH 2, 2020 CITY COUNCIL MEETING MINUTES

4. PRESENTATIONS

5. DISCUSSION FROM THE AUDIENCE
Visitors may share their concerns with the City Council on any item of community interest not on the agenda. The City Council will direct City staff to prepare responses to the concerns or to schedule the matter for a future agenda. No other action will be taken on these items during this time. We ask that you not be repetitious of other speakers and to limit your comments to five minutes or less.

6. CONSENT AGENDA

   b. APPROVAL – Rental Agreement for Firefighter Housing.
   c. APPROVAL – Dahlia Street Improvements – Easement Acquisitions.
   d. APPROVAL – Reclassification of Public Works Office Assistant Position from Grade 5 to Grade 6.
   e. APPROVAL – 2020 Stormwater Management Grant Agreement for Phase 4 West – Historic District Improvement Project.
   f. APPROVAL – Resolution for Approval of Safe Routes to School Improvements Grant Application Submittal and Authorization to Provide a Letter of Support for Safe Routes to School 2020 Federal Funding Solicitation
   g. APPROVAL - Proposal from WSB for 2020 MSA Traffic Counts.
   h. APPROVAL – Hiring of Part-time Accounting Clerk.
   i. APPROVAL – WSB Professional Services Proposal for Aaron’s Playground Final Design.

7. PUBLIC HEARINGS-

8. STAFF REPORTS

   a. CONSIDER APPROVAL – Resolution Awarding the Sale of $10,000,000 General Obligation Improvement, Street and Utility Bonds, Series 2020A Fixing their Form and Specifications; Directing their Execution and Delivery; and Providing for their Payment.
b. CONSIDER APPROVAL – Hallam Park Design and Permission to Bid.
c. CONSIDER APPROVAL – ADA Transition Plan.
d. CONSIDER APPROVAL – Resolution Appointing Advisory Commission Members.
e. CONSIDER APPROVAL – Bill List

9. REPORT FROM THE CITY ADMINISTRATOR

10. COMMENTS FROM THE CITY COUNCIL

This period of time shall be used by members of the Council to report to the full Council on community activities, make comments on matters of interest and information, or raise questions to the staff. This item is not intended to result in substantive Council action during this time. Any action necessary because of discussion will be scheduled for a future Council meeting.

11. CLOSED SESSION – Attorney-Client Privileged Discussion (pursuant to Minnesota Statutes, Section 13D.05, Subd. 3(b)) of City of Mahtomedi v. Lyla M. Douglas, et al., Washington County District Court File No. 82-CV-19-5745.

12. ADJOURNMENT
MAHTOMEDI CITY COUNCIL
MINUTES
MARCH 2, 2020

Mayor Jud Marshall convened the regular City Council meeting at 7:00 p.m. with Council members: Richard Brainerd, Jane Schneeweis and Steve Wolgamot in attendance. City Administrator Scott Neilson, City Attorney Bridget Nason, City Engineers John Sachi and Nick Guilliams, Public Works Director Bob Goebel, Finance Director Scott Schaefer, Fire Chief Terry Fischer, and City Clerk Jerene Rogers were also in attendance.

CONSIDER APPROVAL OF AGENDA

City Council member Wolgamot moved and City Council member Brainerd seconded the motion to approve the agenda as presented. The motion was unanimously approved.


City Council member Wolgamot moved and City Council member Schneeweis seconded the motion to approve the February 13, 2020 Joint City Council/Mahtomedi School Board and the February 18, 2020 City Council meeting minutes as presented. The motion was unanimously approved.

4. PRESENTATIONS

4a. Craig and Becky Markovitz, Aaron’s Playground

Public Works Director Bob Goebel said about a year ago the Markovitz’s asked for permission to raise funds to build a playground in their son Aaron’s name. They have raised over $110,000 to date. WSB has also contributed $10,000 of their time to for design and engineering work related to the new playground.

Mayor Jud Marshall thanked the Markovitz’s and WSB, saying this will be a wonderful addition to this park.

Craig Markovitz thanked Public Works Director Bob Goebel, the City Council, and the local businesses for their support. He said the support of this community has been remarkable.

4b. Eagle Scout Project – Sarah Reisdorf, Troop 434 – White Bear Lake

Public Works Director Bob Goebel introduced Sarah Reisdorf.

Sarah said she joined the Boy Scouts the first day girls were allowed to join which was February 1, 2019. Since then she has worked to earn badges and she is now ready to work on her Eagle
4. PRESENTATIONS – Continued

Scout Project. She would like to be one of the first girls to receive this distinction. The title of her project is Path of Hero’s. She is proposing to install a path in Veteran’s Memorial Park using pavers engraved with names of Mahtomedi/Willernie residents that were lost in the line of duty in a foreign war. She indicated the projected cost of the project is $6,000. Her plan is to work with several area groups to secure the names of those that were lost. Sarah hopes to complete this project in mid to late July.

Public Works Director Goebel indicated that we offer support of this project with some of the safety aspects and labor.

City Council member Brainerd said he thinks this is a wonderful project. He advised Sarah to speak with the White Bear Press to get something in the paper and encouraged the City to add this item to the website.

5. DISCUSSION FROM THE AUDIENCE - None

6. CONSENT AGENDA

City Council member Brainerd moved and City Council member Schneeweis seconded the motion to approve the Consent Agenda as presented. The motion was unanimously approved.

6a. APPROVAL – Resolution Approving the Acceptance of Gifts for the Southwest Park Playground (Aaron’s Playground).

Resolution 2020-09 Approving the Acceptance of Gifts for the Southwest Park Playground (Aaron’s Playground) was approved. The Greater White Bear Lake Community Foundation collected and donated $110,178 to the City and WSB donated $10,000 for their services.

6b. APPROVAL – City of Mahtomedi Permanent Public Drainage and Utility Easement Agreement for Real Property Addressed as 1446 Harmony Drive.

A Permanent Public Drainage and Utility Easement Agreement for Real Property located at 1446 Harmony Drive was approved. The City will be installing storm sewer to relieve an ongoing problem with flooding in the backyard at this address.

6c. APPROVAL – Review Bids and Award Contract for Dahlia Street Project.

Bids were received for the Dahlia Street Project. The low bid was submitted by T.A. Schifsky and Sons, Inc., North St. Paul, Minnesota in the amount of $523,550.48. Staff requested and received approval to award the bid to T.A. Schifsky and Sons, Inc.
6. CONSENT AGENDA - Continued

6d. APPROVAL – Request from St. Jude of the Lake Church, 700 Mahtomedi Avenue, to hold a gambling event and to sell wine and beer at the Annual Dinner on April 18, 2020.

St. Jude of the Lake Church requested and received permission to hold a gambling event and to sell beer and wine at their Annual Dinner on April 18, 2020.

6e. APPROVAL – Budget Transfers for 2019.

The requested Budget Transfers for 2019 were approved. The transfers are for the closure of the Historic District Phase II Improvements, Briarwood Avenue and Quail Street Improvements, and the Edgecombe Drive Storm Project.

6f. APPROVAL – Construction Pay Voucher No. 1 for the 2020 Pond Maintenance Project in the amount of $92,281.19 for Nadeau Companies, LLC.

Pay Voucher No. 1 in the amount of $92,281.19 for the 2020 Pond Maintenance Project for Nadeau Companies, LLC was approved.

7. PUBLIC HEARINGS - None

8. STAFF REPORTS

8a. CONSIDER APPROVAL – Hallam Park Design and Permission to Bid.

Public Works Director Goebel said that WSB has developed a plan for reconstruction of Hallam Park that is slightly different from the plan that was approved in the Parks Master Plan in 2018. This is due to the footings from the former water tower still being in the ground and having to work around them. He said that quite a few trees will have to be removed, but they will be replaced with a variety of trees.

City Council member Wolgamot stated he would like the park to have reasonable space for play. If possible, he would like the fence removed and the trail to go as close to the lot line as possible and he would like it leveled out so kids can play there.

Public Works Director Goebel said at this time the ownership of the fence is being looked into. He feels the design of the park can shift slightly and the trail can possibly be moved closer to the lot line. He stated he will bring these requests back to the designer then bring an updated plan for Council review to the next council meeting.
8. **STAFF REPORTS - Continued**

8b. **DISCUSSION – Establishment of Joint Powers Entity for IT Shared Service.**

City Administrator Scott Neilson said the Information Technology Shared Services Agreement with the City of Roseville was approved by the City Council in 2012. He stated the collaborative now consists of 46 entities and due to the growth of the group, there are challenges for the City of Roseville pertaining to recruiting and retaining employees with the current Roseville compensation schedule. He said they continue to lose employees to other IT agencies. He explained recently there have been discussions about the creation of a Joint Powers Entity. For the City of Mahtomedi there would be an increase of $3,354 for 2020 to our IT budget. The City of Mahtomedi would have three votes as part of the Joint Powers Board.

Finance Director Scott Schaefer said we receive a wide range of computer and technology support that we did not have prior to Metro-Inet.

City Council member Wolgamot said we have needs in this area and being a public entity, it’s different for us compared to a private corporation. He is comfortable moving forward with this item.

City Council member Jane Schneeweis said she feels it is in our best interest to stay in this collaborative. She appreciates the recommendation made by staff.

The consensus of the City Council is to commit to moving forward with a joint powers entity.

8c. **CONSIDER APPROVAL-Bill list.**

City Council member Wolgamot moved and City Council member Brainerd seconded the motion to approve the bills as presented. The motion was unanimously approved.

9. **REPORT FROM CITY ADMINISTRATOR**

City Administrator Scott Neilson asked Fire Chief Terry Fischer to give an update regarding the Coronavirus preparations.

Fire Chief Terry Fischer said Washington County and the Regions Medical Direction Board have a good handle on this subject. He noted the dispatchers have a list of questions they ask to callers to help identify if those seeking help may have symptoms related to this virus. That information is relayed to those responding to medical calls. He said they have plenty of masks. He feels confident that between the State and the County this is under control. He said Regions provides protocols for these situations.
9. REPORT FROM CITY ADMINISTRATOR – Continued

City Engineer John Sachi said a resident in the Bichner, Bevins, Talahi neighborhood has concerns regarding how this project is being bid. He said they will be trying to directional drill whenever possible. However, in some locations it is not possible. In those locations, they will use trench box construction. He said some trees along Bichner will have to be trimmed but only four trees, which are in the right-of-way, will have to be removed. He said the bid award will be at the next council meeting.

City Council member Brainerd said trenches were used in the Old Wildwood Road project and this narrowed the scope and created a path to go through.

City Engineer Sachi said the Safe Routes to School grant application is being completed. He stated under further exam more information from the school district is needed. He said the Met Council is requiring an Equity Engagement. The school district has offered to pay for this. He said the City is also required to amend the Capital Improvement Plan for 2024 to include this project.

City Administrator Neilson reminded the City Council of our Planning Session on Thursday, March 5 from 5:00 p.m. – 8:00 p.m. He also mentioned the Open House Washington County is conducting at the High School on Thursday, March 5 from 4:00 p.m. – 6:00 p.m. for the new County Road 12 reconstruction project.

10. COMMENTS FROM THE CITY COUNCIL - None

11. CLOSED SESSION- None

12. ADJOURNMENT

City Council member Wolgamot moved and City Council member Brainerd seconded the motion to adjourn the meeting at 8:15 p.m. The motion was unanimously approved.

ATTESTED:                       APPROVED:

JERENE ROGERS, CITY CLERK            JUD MARSHALL, MAYOR
MEETING DATE: March 17, 2020

AGENDA ITEM: 4

4. PRESENTATIONS
MEETING DATE: March 17, 2020

AGENDA ITEM: 6

6. CONSENT AGENDA

   a. APPROVAL – Resolution Amending the 2020-2024 Capital Improvement Plan.

Enclosed on page 5 is a Resolution amending the 2020-2024 Capital Improvement Plan to add the Safe Routes to School Sidewalk Project.

   b. APPROVAL – Rental Agreement for Firefighter Housing.

Enclosed on pages 7 - 14 is a rental lease agreement for the duplex for firefighter housing at 196 Hallam.

   c. APPROVAL – Dahlia Street Improvements – Easement Acquisitions.

As part of the Dahlia Street Improvements ordered by the City Council on October 15, 2019, WSB was directed to acquire the necessary ponding easements for the pond that exists between 132 and 134 Dahlia Street. Based on negotiations and appraisals staff is recommending that the City Council authorize payments to the two affected landowners and accept the easements. Summary of appraisals and negotiations is on page 16.

   d. APPROVAL – Reclassification of Public Works Office Assistant from Grade 5 to Grade 6.

It is recommended the Public Works Office Assistant position currently a Grade 5 be reclassified to Grade 6 and job title be revised to Public Works Administrative Assistant. Memo on pages 29 - 31.

   e. APPROVAL – 2020 Stormwater Management Grant Agreement for Phase 4-West – Historic District Improvement.

Enclosed on pages 32 - 35 is a Stormwater Management Agreement between the City of Mahtomedi and Rice Creek Watershed District for up to $30,000 in funding for the Phase 4 West-Historic District Improvement Project.


Enclosed on pages 37-38 is a Resolution for City Council consideration and a letter of support for the Safe Routes to School grant application.
g. **APPROVAL – Proposal from WSB for 2020 MSA Traffic Counts.**

In 2016 the City had WSB conduct traffic counts on all MSA routes as required by MNDOT State Aid Office. The City is required to perform these counts on a 5-year cycle. In 2019, MNDOT has determined that they want to synchronize the traffic counts by requiring all MSA cities to perform counts in 2020. The City Council should consider authorizing this work by accepting the attached proposal from WSB in the amount of $3,800. Background information on pages 40-41.

h. **APPROVAL – Hiring of Part-time Accounting Clerk.**

City management is recommending the hiring of Pamela McLellan for the part-time Accounting Clerk position. Ms. McLellan has six years of accounting experience working for 3M Legal Affairs. The starting salary is $24.86 per hour. The offer is contingent upon successful completion of background check and drug test. Ms. McLellan will serve a six-month probationary period. Background memo on page 42.

i. **APPROVAL – WSB Professional Services Proposal for Aaron’s Playground Final Design.**

Enclosed on pages 44-46 is a proposal from WSB for Aaron’s Playground Final Design.
Memorandum

To: Scott Neilson, City Administrator  
From: John Sachi, City Engineer  
Date: March 17, 2020  
Re: Amend CIP for SRTS project

The City is submitting a grant application for a Safe Routes to School (SRTS) grant for the year 2024. The SRTS grant requires a 20% local government match and all non—construction costs also are not grant eligible. Therefore, the City should amend their Capital Improvement Plan (CIP) to include the project and all associated costs shares.

Estimated Construction Costs: $462,000  
80% Grant funding: $370,000  
20% City Funding: $92,000

Overhead Costs: $58,000 School (possible 50/50 cost share)  
$58,000 City

Total Project costs: $578,000
WHEREAS, pursuant to a vote of the Council on December 3, 2019, the 2020-2024 Capital Improvement Plan for the City was approved; and

WHEREAS, the City is preparing a grant application for a Safe Routes to School federal grant for the years 2024-2025; and

WHEREAS, the application consists of a proposed sidewalk along 72nd Street and along Warner Avenue and crosswalk improvements in the proximity of O.H. Anderson School; and

WHEREAS, the grant program requires at least a 20% local government match for the construction costs; and

WHEREAS, the grant program does not pay for non-construction related expenses associated with the proposed project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAHTOMEDI, WASHINGTON COUNTY, MINNESOTA AS FOLLOWS:

1. That the 2020-2024 Capital Improvements Plan for the City is amended to include the Safe Routes to School proposed project in 2024.

ADOPTED by the Mahtomedi City Council on March 17, 2020.

CITY OF MAHTOMEDI

Jud Marshall
Its: Mayor

Attest:

Jerene Rogers
Its: City Clerk
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196 HALLAM AVENUE SOUTH UPPER DUPLEX UNIT LEASE
TO PAID ON CALL FIREFIGHTER
OR AMBULANCE PERSONNEL

This LEASE is dated March 11th, 2020. This is a legal agreement between the TENANT and the LANDLORD to rent the UPPER DUPLEX UNIT described below.

The word LANDLORD as used in this LEASE means the City of Mahtomedi, a Minnesota Municipal Corporation, and the LANDLORD’S address is 600 Stillwater Road, Mahtomedi, MN 55115. The LANDLORD’S agent who is authorized to manage the UPPER DUPLEX UNIT, and authorized to accept service of process and receive and give receipts for notices is Mahtomedi City Administrator Scott Neilson, 600 Stillwater Road, Mahtomedi, MN 55115, 651-747-3700.

The word TENANT or TENANTS as used in this LEASE means the following individuals, jointly and severally, who reside in the UPPER DUPLEX UNIT:

1. JAMES SYVYSTON
2. 
3. 

Other authorized OCCUPANTS of the UPPER DUPLEX UNIT are as follows:

1. JULIANNA LAMBERT
2. 
3. 
4. 

Pursuant to Minnesota Statutes, Section 412.153, all TENANTS must be a paid on call firefighter and/or ambulance personnel currently employed by the City of Mahtomedi as a paid on call firefighter and/or ambulance personnel.

The word LEASE as used in this LEASE means this UPPER DUPLEX UNIT LEASE to Paid on Call Firefighter and/or Ambulance Personnel entered into between LANDLORD and TENANT.

This LEASE is a legal contract that can be enforced in court against the LANDLORD or the TENANT if either one of them does not comply with this LEASE. A written copy of this LEASE will be delivered to the TENANT.

1. Acknowledgements. The TENANT acknowledges that the City of Mahtomedi may expend public funds for housing or otherwise provide housing assistance in the City for paid on call firefighters and/or ambulance personnel pursuant to Minnesota Statutes, Section 412.153.
The TENANT further acknowledges that the City of Mahtomedi’s expenditure of public funds may only be made to attract and retain the qualified personnel necessary to ensure that the City has timely public safety and related service relating to paid on call firefighters and/or ambulance personnel.

2. Description of Duplex Unit. The UPPER DUPLEX UNIT is defined as the UPPER DUPLEX UNIT located at 196 Hallam Avenue South, situated upon Lot 3, Block 3, Diamond Estates, in the City of Mahtomedi, County of Washington, State of Minnesota.

3. Term of LEASE. This LEASE is for a term of one (1) month beginning on April 1, 2020, at 12:00 o’clock a.m., and ending on April 30, 2020, at 11:59 o’clock p.m. This LEASE shall continue on a month-to-month basis following the expiration of the initial LEASE term until thirty (30) days’ written notice is provided by LANDLORD or TENANT of termination of the LEASE.

Notwithstanding the foregoing, TENANT acknowledges that, pursuant to Minnesota Statutes Section 412.153, this LEASE is contingent on his/her continued employment with the City as a paid on call firefighter and/or ambulance personnel, including his/her compliance with the minimum requirements for employment as a paid on call firefighter and/or ambulance personnel and the additional requirements set forth in Exhibit A.

4. Rent.

a. Amount. The RENT for the UPPER DUPLEX UNIT is four hundred dollars ($400.00) per month.

b. Payment. The RENT payment for each month must be paid before the first day of each month beginning on April 1, 2020 at LANDLORD’S address. LANDLORD does not have to give notice to TENANT to pay the RENT. LANDLORD will accept a partial payment of RENT from each individual TENANT that is equivalent to the pro rata share of the RENT owed by each individual TENANT. If LANDLORD does not receive the RENT by the fifth day of each month, TENANT agrees to pay a late fee of five percent (5%) of the TENANT’s pro rata share of RENT owed by each individual TENANT. Rent is received when LANDLORD receives it, not when it is mailed or sent by TENANT.

c. Responsibility for Rent. Individual TENANTS listed above are responsible for paying their pro rata share of the RENT owed to LANDLORD. An individual TENANT’s pro rata share of the RENT shall be calculated by dividing the full amount of RENT listed above by the number of TENANTS listed above. For example, if there are two (2) TENANTS listed above, each individual TENANT shall be responsible for fifty percent (50%) of the full amount of the RENT listed above; if there are three (3) TENANTS listed above, each individual TENANT shall be responsible for thirty three and one-third percent (33 1/3%) of the full amount of RENT listed above; etc.

5. Security Deposit. The TENANT has given the LANDLORD four hundred dollars ($400.00) as a security deposit. If TENANT fails to perform any term or condition in this
LEASE, LANDLORD may use the security deposit for payment of money that LANDLORD may spend or damages that LANDLORD suffers because of TENANT'S failure to comply with the terms and conditions of this LEASE. The LANDLORD may use the security deposit to pay for any damage to the UPPER DUPLEX UNIT or duplex common areas caused by the TENANT, OCCUPANTS, or the TENANT'S guests. The security deposit may also be used to pay any rent that the TENANT owes to the LANDLORD at the end of the LEASE.

The LANDLORD will pay the TENANT interest on the security deposit at the rate required by Minnesota Statute, Section 504B.178, subd. 2 (2011), or any subsequent applicable update to said Statute. LANDLORD shall, within three weeks after (1) the end of the LEASE term, and (2) receipt of TENANT’S mailing address or delivery instructions, return the deposit to the TENANT, together with the interest due on the deposit. If the LANDLORD does not return the deposit within the three weeks, LANDLORD must give TENANT a written statement showing the specific reason for withholding of part or all of the deposit. The LANDLORD may keep all or part of the security deposit (1) for rent or other money owed to the LANDLORD, and/or (2) for damage to the UPPER DUPLEX UNIT or duplex common areas beyond ordinary wear and tear.

6. Quiet Enjoyment. If TENANT pays the rent and complies with all other terms of this LEASE, TENANT may use the UPPER DUPLEX UNIT for the term of this LEASE.

7. Use of Duplex Unit. The UPPER DUPLEX UNIT shall be used and occupied only by the TENANTS and OCCUPANTS named on this LEASE. The UPPER DUPLEX UNIT shall be used only as a private residence to live in and for no other purpose. The TENANT may not use the UPPER DUPLEX UNIT for any unlawful activity. The TENANT may not use the UPPER DUPLEX UNIT for the purpose of carrying on any business, profession or trade. In particular, TENANT and LANDLORD agree to the covenants required between tenants and landlords pursuant to Minnesota Statutes Section 504B.171, (2011), or any subsequent applicable update to said Statute. If unlawful activities are conducted by TENANT or with TENANT’S knowledge, LANDLORD can bring an action for eviction. TENANT shall not place any obstructions in the common hallways or entryways of the building. TENANT shall not act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of the other tenants in the adjoining duplex unit to peace and quiet. TENANT may not keep animals or pets of any kind in the UPPER DUPLEX UNIT.

8. Right of Entry. LANDLORD and/or LANDLORD’S agents must make a good faith effort to give reasonable notice under the circumstances to TENANT prior to entering the UPPER DUPLEX UNIT for a Reasonable Business Purpose except for emergency reasons such as TENANT safety, preventing injury to persons or property, or to stop unlawful activity. TENANT cannot waive this requirement of notice and LANDLORD cannot use the waiver of this notice as a condition to entering or maintaining a LEASE. If LANDLORD and/or LANDLORD’S agent enters the UPPER DUPLEX UNIT without TENANT present and without giving notice, LANDLORD and/or LANDLORD’S agents must place written disclosure in a conspicuous place inside the UPPER DUPLEX UNIT. “Reasonable Business Purpose” includes, but is not limited to, making necessary repairs and inspections and to show the UPPER DUPLEX UNIT to prospective tenants at reasonable hours. LANDLORD may make monthly inspections.
of the UPPER DUPLEX UNIT to ensure the UPPER DUPLEX UNIT is being maintained in a satisfactory condition.

9. Tenant’s Right to Seek Police or Emergency Assistance. TENANT has the right to seek police or emergency assistance for domestic abuse or other conduct. LANDLORD cannot bar or limit this right nor can LANDLORD penalize TENANT for exercising this right. This right cannot be waived by TENANT and LANDLORD cannot require this right to be waived.

10. Assignment and Subletting. TENANT may not assign this LEASE, lease the UPPER DUPLEX UNIT to anyone else (sublet), sell this LEASE, or permit any other person to use the UPPER DUPLEX UNIT.

11. Utilities. LANDLORD shall pay for the following utilities provided to the UPPER DUPLEX UNIT: gas, electric, water and sewer. TENANT shall pay for the following utilities provided to the UPPER DUPLEX UNIT: telephone, internet and cable television. LANDLORD shall pay for trash, recycling snow removal, and lawn maintenance. TENANT shall not waste any utilities provided by the LANDLORD.

12. Maintenance and Repair.

a. By LANDLORD. LANDLORD promises: (1) that the UPPER DUPLEX UNIT is fit for use as a residence; and (2) to keep the UPPER DUPLEX UNIT in reasonable repair during the term of the LEASE, except when the damage was caused by the intentional or negligent action of the TENANT or TENANT’S guest(s); and (3) to maintain the UPPER DUPLEX UNIT in compliance with the applicable health and safety laws except where the violation is caused by the TENANT or TENANT’S guest(s); and (4) LANDLORD shall provide a copy of all outstanding inspection orders for which a citation is issued.

b. By TENANT. TENANT promises, at TENANT’S expense, to make all repairs and eliminate any violation of health and safety laws that result from the negligent, willful, malicious or irresponsible conduct of the TENANT or the TENANT’S family, agent(s) or guest(s). TENANT shall comply with all the sanitary laws affecting the cleanliness, occupancy and preservation of the UPPER DUPLEX UNIT, except were the LANDLORD is required by law to comply with the sanitary laws (see Minnesota Statutes, Section 504B.161, subd. 1, (2011), or any subsequent applicable update to said Statute.). TENANT agrees to perform the following repairs and maintenance: maintain the UPPER DUPLEX UNIT in a clean and habitable status, and maintain of the exterior walkways as needed. TENANTS shall be responsible for removal of all trash/rubbish from the UPPER DUPLEX UNIT. TENANT may dispose of TENANT’S trash in the Mahtomedi Fire Department dumpster.

13. Alterations. TENANT must obtain LANDLORD’S prior written consent to install any paneling, flooring, or partitions, or to make alterations or to paint or wallpaper the UPPER DUPLEX UNIT. TENANT must not change the heating, electrical, plumbing, ventilation or air conditioning of the UPPER DUPLEX UNIT without the prior written consent of the LANDLORD.
14. Liability. LANDLORD is not responsible for any damage or injury that is done to TENANT or his/her property caused by fire, water, explosion or any other cause in the UPPER DUPLEX UNIT. LANDLORD is not responsible for loss of any of TENANT’S property from the UPPER DUPLEX UNIT or the building by theft of other cause. TENANT is encouraged to purchase renter’s insurance at TENANT’S expense.

15. Termination. TENANT must give LANDLORD written notice at least thirty (30) days before the LEASE term ends. If the TENANT does not give the thirty (30) days notice, the LANDLORD may continue this LEASE for thirty (30) days from the date notice is received. LANDLORD may terminate this LEASE upon thirty (30) days written notice, or sooner as provided by Statute.

16. Surrender of Premises. TENANT shall move out of the UPPER DUPLEX UNIT when this LEASE ends. When TENANT moves out, TENANT shall leave the UPPER DUPLEX UNIT in as good condition as it was when the LEASE started, with the exception of reasonable wear and tear.

17. Abandonment. If TENANT moves out of the UPPER DUPLEX UNIT before the end of this LEASE, LANDLORD may bring a legal action to recover possession of the UPPER DUPLEX UNIT. The LANDLORD may rent the UPPER DUPLEX UNIT to someone else. Any rent received by LANDLORD for the re- renting of the UPPER DUPLEX UNIT shall be used first to pay LANDLORD’S expenses for re-renting the UPPER DUPLEX UNIT and second to pay any amounts TENANT owes under this LEASE. TENANT shall be responsible for paying the difference between the amount of rent owed by TENANT under this LEASE and the amount of rent received by LANDLORD from the new TENANT together with any court costs and attorney’s fees. If a TENANT abandons the rented premises and the LANDLORD recovers possession, the LANDLORD may take possession of the TENANT’S personal property remaining on the premises in the manner allowed pursuant to Minnesota Statutes Section 504B.271 (2011), or any subsequent applicable update to said Statute.

18. Damage to Apartment. If the UPPER DUPLEX UNIT is destroyed or damaged not due to the fault of TENANT or TENANT’S guests, and the UPPER DUPLEX UNIT is unfit for use as a residence, TENANT is not required to pay rent for the time the UPPER DUPLEX UNIT cannot be used. If the UPPER DUPLEX UNIT is damaged or destroyed, LANDLORD may terminate this LEASE immediately and may decide not to rebuild or repair the UPPER DUPLEX UNIT. If the damage was not caused by the TENANT or the TENANT’S guest and the LANDLORD cancels the LEASE, the rent shall be pro-rated up to the time of the damage.

19. Default. If a TENANT does not pay his or her pro rata share of the RENT or other amounts when due or if TENANT violates any other term of this LEASE, LANDLORD may terminate this LEASE and take other actions in accordance with Minnesota Statutes Chapter 504B to remove said TENANT from the UPPER DUPLEX UNIT, including but not limited to making a written demand that TENANT vacate the UPPER DUPLEX UNIT, or bringing an eviction action in court. If TENANT violates a term of this LEASE and LANDLORD does not terminate this LEASE or evict TENANT, LANDLORD may still terminate this LEASE and evict TENANT for any other violation of this LEASE.
20. Notice of Dangerous Conditions. TENANT shall promptly notify LANDLORD of any conditions that might cause damage to the UPPER DUPLEX UNIT or waste Utilities or Services provided by LANDLORD. The notice may be oral or in writing.

21. Notice to Tenants. A notice or demand mailed to or handed to any one of the TENANTS named herein is notice to all TENANTS.

22. Attorney’s Fees. The court may award reasonable attorney’s fees and costs to the party who prevails in a lawsuit about the tenancy.

23. No Smoking. Smoking is prohibited within the UPPER DUPLEX UNIT.

24. Counterparts. This LEASE may be executed in two or more counterparts and the counterparts, together, constitute one in the same instrument. If the parties execute separate counterparts of this LEASE, a party’s delivery of an executed original signature page or delivery of a facsimile copy or an email copy of an executed original signature page constitutes that party’s acceptance and delivery of this LEASE and is sufficient to bind the party delivering the signature page.

IN WITNESS WHEREOF, the parties have executed this LEASE the date and year first set forth above.

LANDLORD / CITY OF MAHTOMEDI

Dated: ________________, 20__.

By: __________________________
    Jud Marshall
    Its Mayor

Dated: ________________, 20__.

Attest: _________________________
       Jerene Rogers
       Its City Clerk
STATE OF MINNESOTA

COUNTY OF WASHINGTON

) ss.

The foregoing instrument was acknowledged before me this ___ day of ______________, 20___, by Jud Marshall and Jerene Rogers, the Mayor and City Clerk of the City of Mahtomedi, a Minnesota municipal corporation, on behalf of the municipal corporation, and that the seal affixed to this instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

________________________
Notary Public

71000.08002 196 Hallam Avenue Lease agreement Form October 13, 2011 version
UPPER DUPLEX UNIT TENANT #1

Dated: _____________, 20__

By: ______________________

STATE OF MINNESOTA
) ss
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me this ___ day of __________, 20__, by ____________________________

____________________________
Notary Public
Memorandum

To: Scott Neilson, City Administrator
From: John Sachi, City Engineer
Date: March 17, 2020
Re: Dahlia Street Improvements – Easement Acquisitions

As part of the Dahlia Street Improvements ordered by the City Council on October 15, 2019, WSB was directed to acquire the necessary ponding easements for the pond that exists between 132 and 134 Dahlia Street. By acquiring these ponding easements, the City was able to avoid a much more costly alternative of routing the storm water south on Warner Avenue. Although a pond has existed in this location the City does not have ponding easements over the area.

WSB obtained appraisals for the easements over both affected properties. A summary of the appraisals and the negotiations is attached. Based on these negotiations and appraisals the staff is recommending that the City authorize payments to the 2 affected landowners and accept the easements. Once signed by all parties the easements should be recorded against the properties at Washington County.
Details of Dahlia Project Acquisitions

134 Dahlia Street

Owner: Lynnette Wiegel
Offer Amount: $32,825.00
Counter Offer: $34,675.00
Increase: $1,850.00

Justification: Lynnette requested an additional $1,850.00 for affected landscaping that was not apparent in the Appraiser’s visit (we visited the property in the late fall, early winter and everything was dead) Upon reviewing summer pictures of the property, there are an additional 7 hostas, 10 day lilies, 6 Iris plants (Caesar’s Brother), 1 cu yd or river rock and larger 3-7” river rock, plus labor.

Recommendation: These items should have been in the initial valuation, but due to seasonal restrictions, they were missed. Recommendation is acceptance.

132 Dahlia Street

Owner: Julie Honsa
Offer Amount: $5,250.00
Counter Offer: $7,450.00
Increase: $2,200.00

Justification: Julie requested an additional $2,200.00 for landscaping items within the easement area. The item were not apparent in the valuation process (we visited the property in the early winter and everything was covered in snow) Upon reviewing summer pictures of the property, there are an additional 7 perennials, 1 small tree, approximately 30 field stone rocks, stone edging, mulch and landscaping fabric. Additionally there is an approximately 5-6 foot tall aluminum fence, with posts that are set in concrete footings, so the additional costs would account for the labor to move the rock/rock edging/fence, and to move it back in the event work must be done in the easement area.

Recommendation: These items should have been in the initial valuation, but due to seasonal restrictions, they were missed. Recommendation is acceptance.
CITY OF MAHTOMEDI
PERMANENT PUBLIC DRAINAGE AND UTILITY EASEMENT AGREEMENT
FOR REAL PROPERTY ADDRESSED AS 132 DAHLIA STREET

THIS PERMANENT PUBLIC DRAINAGE AND UTILITY EASEMENT AGREEMENT, made this ____ day of ______________, 2020, between Julie D. Honza, aka Julie Honza, a single person (the “Landowners”), and the City of Mahtomedi, a Minnesota municipal corporation (the “City”).

Landowners own the real property situated within Washington County, Minnesota, as described on the attached Exhibit A (hereinafter “Landowners’ Property”).

Landowners, in consideration of the sum of one dollar ($1.00) and such other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does grant and convey to the City, its successors and assigns, the following:

1. A permanent easement for public drainage and utility purposes, including all rights of a “drainage easement” and an “utility easement” as defined by Minn. Stat. § 505.01, subd. 3(b) and 3(j), and all such purposes ancillary, incident, or related thereto (hereinafter “Permanent Easement”) under, over, across, through, and upon that portion of the Landowners’ Property legally described on Exhibit B (hereinafter the “Permanent Easement Area”) attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, reconstruction, maintenance, inspection, repair, and replacement of any public utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident, or related thereto, under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX
The rights of the City also include the right of the City, its contractors, agents, and servants:

a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration purposes and all such purposes ancillary thereto; and

b.) to maintain the Permanent Easement Area, any improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of said pipes, conduits or mains; and

c.) to remove from the Permanent Easement Area trees, bushes, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the easement, pipes, conduits, or mains and to deposit earthen materia in and upon the Permanent Easement Area; and

d.) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, or contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowners' Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the Landowners, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

The Landowners, for themselves and their successors and assigns, do hereby covenant and warrant with the City, its successors and assigns, and other utility providers, that they are or will be well seized in fee of the Landowners' Property and have good right to grant and convey the Permanent Easement to City. In addition, the Landowners, for themselves and their successors and assigns, warrant to the City, its successors and assigns, and other utility providers, the right of after acquired title to the Permanent Easement granted and conveyed in this Agreement provided that the Landowners receive title to all or part of the Permanent Easement Area after the recording of this Permanent Public Drainage and Utility Easement Agreement.

This Permanent Public Drainage and Utility Easement Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The balance of this page is intentionally left blank.
IN WITNESS WHEREOF, the parties have executed this Permanent Public Drainage and Utility Easement Agreement as follows:

CITY OF MAHTOMEDI

By: ____________________________
    Jud Marshall, Mayor
    Its: Mayor

ATTEST:

By: ____________________________
    Jerene Rogers
    Its: City Clerk

STATE OF MINNESOTA   )
COUNTY OF WASHINGTON ) ss.

On this _____ day of ____________, 2020, before me a Notary Public within and for said County, personally appeared Jud Marshall and Jerene Rogers to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Mahtomedi, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

______________________________
Notary Public
LANDOWNERS

Julie D. Honsa, aka Julie Honsa

Signature: ____________________________
Print Name: Julie D. Honsa, aka Julie Honsa

STATE OF MINNESOTA )
COUNTY OF ____________ ) ss.

On this _____ day of __________, 2020, before me a Notary Public within and for
said County, personally appeared Julie D. Honsa, aka Julie Honsa, a single person, to me
personally known to be the persons described in and who executed the foregoing instrument and
acknowledged that they executed the same as their free act and deed.

__________________________________
Notary Public

This instrument was drafted by:

Bridget Nason, # 0347322
Mahtomedi City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
651-451-1831

After recording, please return this instrument to:

Bridget Nason, # 0347322
Mahtomedi City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
EXHIBIT A

LEGAL DESCRIPTION OF LANDOWNERS' PROPERTY

Real property located in Washington County, Minnesota, legally described as follows:

Location: City of Mahtomedi
Address: 132 Dahlia St
PID No: 29030212-0140
Project No: 012704-000
Date: November 7, 2019

That part of the following described parcel of land in the City of Mahtomedi:
Lot 7 and the Easterly 15.01 feet of Lot 8, Block 1, Forest Heights Second Addition, Washington County, Minnesota.

And

Together with the adjacent alley, originally dedicated on said Forest Heights Second Addition, and vacated per Document No. 605593.
EXHIBIT B

LEGAL DESCRIPTION OF THE PERMANENT EASEMENT AREA

A permanent easement for drainage and utility purposes over, under, and across that part of the above described property, described as follows:

Commencing at the northwest corner of Lot 6, Block 1, Forest Heights Second Addition; thence on an assumed bearing of South 00 degrees 07 minutes 21 seconds West, along the west line thereof, a distance of 93.40 feet to the point of beginning of the easement area to be hereinafter described; thence North 61 degrees 21 minutes 42 seconds East, a distance of 5.43 feet; thence North 14 degrees 19 minutes 11 seconds East, a distance of 29.17 feet; thence North 02 degrees 48 minutes 37 seconds East, a distance of 25.56 feet; thence North 01 degrees 44 minutes 59 seconds West, a distance of 10.07 feet; thence North 13 degrees 26 minutes 54 seconds East, a distance of 11.82 feet; thence North 45 degrees 27 minutes 28 seconds East, a distance of 14.61 feet; thence South 44 degrees 32 minutes 06 seconds East, a distance of 20.00 feet; thence South 02 degrees 01 minutes 37 seconds East, a distance of 46.88 feet; thence South 23 degrees 29 minutes 05 seconds East, a distance of 28.60 feet; thence South 71 degrees 47 minutes 39 seconds East, a distance of 14.82 feet; thence South 08 degrees 51 minutes 44 seconds West, a distance of 20.67 feet; thence South 42 degrees 05 minutes 48 seconds West, a distance of 23.34 feet; thence North 27 degrees 50 minutes 42 seconds West, a distance of 16.42 feet; thence South 62 degrees 09 minutes 18 seconds West, a distance of 20.00 feet; thence South 27 degrees 50 minutes 42 seconds East, a distance of 25.17 feet; thence South 80 degrees 14 minutes 14 seconds West, a distance of 35.46 feet; thence North 78 degrees 26 minutes 31 seconds West, a distance of 26.68 feet; thence North 00 degrees 56 minutes 01 seconds East, a distance of 15.41 feet; thence North 62 degrees 00 minutes 54 seconds East, a distance of 6.54 feet; thence North 17 degrees 13 minutes 58 seconds East, a distance of 9.67 feet; thence North 23 degrees 19 minutes 50 seconds East, a distance of 18.65 feet; thence North 73 degrees 02 minutes 58 seconds East, a distance of 3.17 feet; thence North 36 degrees 02 minutes 22 seconds East, a distance of 11.73 feet to the point of beginning.
CITY OF MAHTOMEDI
PERMANENT PUBLIC DRAINAGE AND UTILITY EASEMENT AGREEMENT
FOR REAL PROPERTY ADDRESSED AS 134 DAHLIA STREET

THIS PERMANENT PUBLIC DRAINAGE AND UTILITY EASEMENT AGREEMENT, made this [day of] [date], 2020, between Lynnette K. Wiegel, a single person (the “Landowners”), and the City of Mahtomedi, a Minnesota municipal corporation (the “City”).

Landowners own the real property situated within Washington County, Minnesota, as described on the attached Exhibit A (hereinafter “Landowners’ Property”).

Landowners, in consideration of the sum of one dollar ($1.00) and such other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does grant and convey to the City, its successors and assigns, the following:

1. A permanent easement for public drainage and utility purposes, including all rights of a “drainage easement” and an “utility easement” as defined by Minn. Stat. § 505.01, subd. 3(b) and 3(j), and all such purposes ancillary, incident, or related thereto (hereinafter “Permanent Easement”) under, over, across, through, and upon that portion of the Landowners’ Property legally described on Exhibit B (hereinafter the “Permanent Easement Area”) attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, reconstruction, maintenance, inspection, repair, and replacement of any public utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident, or related thereto, under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

-23-
The rights of the City also include the right of the City, its contractors, agents, and servants:

a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration purposes and all such purposes ancillary thereto; and

b.) to maintain the Permanent Easement Area, any improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of said pipes, conduits or mains; and

c.) to remove from the Permanent Easement Area trees, bushes, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the easement, pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and

d.) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, or contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowners' Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the Landowners, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

The Landowners, for themselves and their successors and assigns, do hereby covenant and warrant with the City, its successors and assigns, and other utility providers, that they are or will be well seized in fee of the Landowners' Property and have good right to grant and convey the Permanent Easement to City. In addition, the Landowners, for themselves and their successors and assigns, warrant to the City, its successors and assigns, and other utility providers, the right of after acquired title to the Permanent Easement granted and conveyed in this Agreement provided that the Landowners receive title to all or part of the Permanent Easement Area after the recording of this Permanent Public Drainage and Utility Easement Agreement.

This Permanent Public Drainage and Utility Easement Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The balance of this page is intentionally left blank.
IN WITNESS WHEREOF, the parties have executed this Permanent Public Drainage and Utility Easement Agreement as follows:

CITY OF MAHTOMEDI

By: 
Jud Marshall, Mayor
Its: Mayor

ATTEST:

By: 
Jerene Rogers
Its: City Clerk

STATE OF MINNESOTA 
)
COUNTY OF WASHINGTON 
)

On this _____ day of ______________, 2020, before me a Notary Public within and for said County, personally appeared Jud Marshall and Jerene Rogers to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Mahtomedi, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

__________________________
Notary Public
LANDOWNERS

Lynnette K. Wiegel

Signature: ____________________________
Print Name: Lynnette K. Wiegel

STATE OF MINNESOTA )
) ss.
COUNTY OF _____________ )

On this _____ day of _____________, 2020, before me a Notary Public within and for said County, personally appeared Lynnette K. Wiegel, a single person, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

This instrument was drafted by:

Bridget Nason, # 0347322
Mahtomedi City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
651-451-1831

After recording, please return this instrument to:

Bridget Nason, # 0347322
Mahtomedi City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

-26-
EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNERS' PROPERTY

Real property located in Washington County, Minnesota, legally described as follows:

Location: City of Mahtomedi
Address: 134 Dahlia St
PID No: 2903021240118
Project No: 012704-000
Date: November 7, 2019

That part of the following described parcel of land in the City of Mahtomedi:
Lots 5 and 6, Block 1, Forest Heights Second Addition, Washington County, Minnesota.

And

Together with the adjacent alley, originally dedicated on said Forest Heights Second Addition, and vacated per Document No. 605593.
EXHIBIT B
LEGAL DESCRIPTION OF THE PERMANENT EASEMENT AREA

A permanent easement for drainage and utility purposes over, under, and across that part of the above described property which lies 10.00 feet on either side of the following described centerline:

Commencing at the northwest corner of Lot 6, Block 1, Forest Heights Second Addition; thence on an assumed bearing of North 88 degrees 12 minutes 09 seconds East, along the north line thereof, a distance of 46.94 feet to the point of beginning of the centerline to be described; thence South 45 degrees 27 minutes 54 seconds West, a distance of 19.66 feet and said line there terminating.

The sidelines of said easement shall be prolonged of shortened to terminate on the north line of said Lots 5 and 6.

Description of Permanent Drainage and Utility Easement

A permanent easement for drainage and utility purposes over, under, and across that part of the above described property, described as follows:

Commencing at the northwest corner of Lot 6, Block 1, Forest Heights Second Addition; thence on an assumed bearing of South 00 degrees 07 minutes 21 seconds West, along the west line thereof, a distance of 93.40 feet to the point of beginning of the easement area to be hereinafter described; thence North 61 degrees 21 minutes 42 seconds East, a distance of 5.43 feet; thence North 14 degrees 19 minutes 11 seconds East, a distance of 29.17 feet; thence North 02 degrees 48 minutes 37 seconds East, a distance of 25.56 feet; thence North 01 degrees 44 minutes 59 seconds West, a distance of 10.07 feet; thence North 13 degrees 26 minutes 54 seconds East, a distance of 11.82 feet; thence North 45 degrees 27 minutes 28 seconds East, a distance of 14.61 feet; thence South 44 degrees 32 minutes 06 seconds East, a distance of 20.00 feet; thence South 02 degrees 01 minutes 37 seconds East, a distance of 46.88 feet; thence South 23 degrees 29 minutes 05 seconds East, a distance of 28.60 feet; thence South 71 degrees 47 minutes 39 seconds East, a distance of 14.82 feet; thence South 08 degrees 51 minutes 44 seconds West, a distance of 20.67 feet; thence South 42 degrees 05 minutes 48 seconds West, a distance of 23.34 feet; thence North 27 degrees 50 minutes 42 seconds West, a distance of 16.42 feet; thence South 62 degrees 09 minutes 18 seconds West, a distance of 20.00 feet; thence South 27 degrees 50 minutes 42 seconds East, a distance of 25.17 feet; thence South 80 degrees 14 minutes 14 seconds West, a distance of 35.46 feet; thence North 78 degrees 26 minutes 31 seconds West, a distance of 26.68 feet; thence North 00 degrees 56 minutes 01 seconds East, a distance of 19.41 feet; thence North 62 degrees 00 minutes 54 seconds East, a distance of 6.54 feet; thence North 17 degrees 13 minutes 58 seconds East, a distance of 9.67 feet; thence North 23 degrees 19 minutes 50 seconds East, a distance of 18.65 feet; thence North 73 degrees 02 minutes 58 seconds East, a distance of 3.17 feet; thence North 36 degrees 02 minutes 22 seconds East, a distance of 11.73 feet to the point of beginning.
TO: Mayor and City Council

FROM: Scott Neilson, City Administrator

RE: Reclassification of Public Works Office Assistant

DATE: March 12, 2020

Attached is the revised job description for the Public Works Office Assistant position. The description reflects additional duties including communication work consisting of website management, and preparation of the newsletter. In addition, Public Works Director Goebel reviewed the position and completed a position analysis questionnaire.

Ann Antonsen, the City’s Labor Consultant from Baker Tilly reviewed this matter for SAFE job evaluation points and is recommending 170 points which places the position in Grade 6.

Based on the above, it is recommended the Public Works Office Assistant currently a Grade 5 be reclassified to Grade 6 and the position title be revised to the title of Public Works Administrative Assistant.

The pay scale for 2020 for Grade 5 is $48,797 - $58,406 and for Grade 6 is $51,709 - $61,942.

I appreciate your cooperation on this matter.
Position: Public Works Administrative Assistant
Department: Public Works
Reports To: Public Works Director

Summary

Performs intermediate skilled administrative support work for the Public Works Director and Public Works Department, and related work as apparent or assigned. Also serves as Communication Specialist for the City managing the City's website, newsletter, and social media. Work is performed under the supervision of the Public Works Director.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions of the Position

Answers the telephone; provides information to callers or routes calls; performs radio dispatch duties.

Receives, sorts, opens and distributes mail and packages.

Coordinates purchasing of items such as supplies, furnishings and fixtures for the Public Works Department.

Performs administrative support duties which include scheduling and tracking all Public Works training and records, schedules, maintains and tracks all Public Works employees on-call schedules and overtime, maintains and tracks career development records, tracks all salt usage on a daily, monthly and annual basis for reporting purposes, and provides clerical support for Public Works Director and department staff, to include operation of Microsoft programs such as Word, Excel, Outlook, Access, Arcview and other imaging programs with GIS applications.

Prepares and maintains required State and Federal reports under the direction of the Public Works Director.

Takes minutes for Perk Commission meetings; maintains confidentiality in the performance of the role, as is necessary.

Provides in-house graphic design expertise as needed for signage, brochures, business cards, etc.
Prepares publicity information for City sponsored events. Serves as Communication Specialist for the City which includes managing City website and adding all updates, organization and design of City newsletter, and management of social media.

Performs other duties as assigned.

EDUCATION

High School diploma or GED; and administrative support experience in office, clerical, and administrative assistance, or equivalent combination of education and experience. Experience in graphic design, website design, social media, and citizen communication practices preferred.

KNOWLEDGE, SKILLS and ABILITIES

General knowledge of standard office procedures and operation of a multi-line system; general knowledge of the functions and activities of the City; ability to effectively communicate orally and in writing; ability to understand and follow written and oral directions; ability to operate standard office equipment including hardware and software; ability to understand website design and operation; ability to prepare, read, interpret, file and maintain complete and accurate records, reports, documents, manuals and correspondence in proper sequence, ability to edit and design communication documents; ability to establish and maintain effective working relationships with elected officials, supervisors, associates and the general public.

PHYSICAL REQUIREMENTS

This work requires the occasional exertion of up to 10 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires repetitive motions and occasionally requires standing, walking, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing activities; work has no exposure to environmental conditions; work is generally in a very quiet location (e.g. park trail, storage or file room).

SPECIAL REQUIREMENTS

None.
February 27, 2020

Bob Goebel
City of Mahtomedi
600 Stillwater Road
Mahtomedi, MN 55115

Re: RCWD 2020 Stormwater Management Grant Program

Dear Mr. Goebel,

The Rice Creek Watershed District is pleased to inform you that your application to the District's 2020 Stormwater Management Grant Program for the Phase 4 West – Historic District Improvements Project was approved for up to $30,000 in funding by the RCWD Board of Managers on February 26, 2020. Funding has been allocated specifically for the Neptune and Rose sites within the project. We look forward to partnering with the City of Mahtomedi in implementing its water quality improvement project in the coming years.

Please find enclosed two copies of a RCWD grant agreement for this project. Please sign both copies and return one fully executed copy to the RCWD. The grant agreement must be executed by the City and submitted to the District no later than May 29, 2020, otherwise funding for the City's project may be cancelled.

Thank you for your commitment to improving water quality in the Rice Creek Watershed. If you have any further questions, feel free to contact me at 763-398-3072 or kaxtell@ricecreek.org.

Sincerely,

Kyle Axtell
Project Manager

Enc: Grant Agreement (2 copies)
2020 STORMWATER MANAGEMENT
GRANT AGREEMENT

GRANT AGREEMENT between the Rice Creek Watershed District, 4325 Pheasant Ridge Drive NE, Suite 611, Blaine, Minnesota 55449 and the City of Mahtomedi, 600 Stillwater Road, Mahtomedi, MN 55115.

REQUITALS

WHEREAS, the City of Mahtomedi (Grantee) intends to construct a project titled "Phase 4 West - Historic District Improvements" (Project); and,

WHEREAS, the Rice Creek Watershed District (District) operates a Stormwater Management Grant Program for the improvement and remediation of stormwater management systems throughout the Rice Creek Watershed; and,

WHEREAS, in accordance with District program guidelines, the District desires to provide the Grantee financial assistance for the Project.

THEREFORE, in consideration of mutual promises set forth herein and other good and valuable consideration, the District and the Grantee agree as follows:

I. GRANTEE RESPONSIBILITIES.

A. Design Plan, Operation Plan and Maintenance Plan. Design plans for the project must be signed by a licensed professional engineer or landscape architect. The Grantee will submit (1) final signed plans and specifications for the Project, and (2) an operations and maintenance plan to the District for the Administrator's written approval, not to be unreasonably withheld. The Project plans and specifications must include a public education component. The District, in its discretion, may approve a non-structural public education component.

B. Perpetual Access for Maintenance. The Grantee shall submit to the District, in a form acceptable to the District, legal assurance that the Grantee has perpetual access to the Project's location for construction, operation and maintenance and that the Project will be maintained in perpetuity.

C. Construction and Maintenance. The Grantee, through its own personnel and/or contractors, will construct the Project in accordance with the approved Project plans and specifications and maintain it indefinitely in accordance with the approved maintenance plan. In doing so, the Grantee will comply with all applicable laws and regulations and will be responsible for acquiring all permits, approvals and temporary and permanent rights of access or easement.

D. Completion of Construction. The Grantee's staff or consulting engineer will certify the completion of Project construction in accordance with the approved plans and specifications no later than October 31, 2022. The Grantee will submit to the District documentation of Project expenditures and the certification of completion no later than December 30, 2022.
II. DISTRICT RESPONSIBILITIES.

A. Grant Funds. To defray the Project cost to the Grantee, the District will provide the Grantee financial assistance in the amount of fifty (50) percent of the Project's eligible costs, as determined by the District, with the total amount of District assistance not to exceed $30,000.00.

B. Payment Schedule. On District approval of the Project plans, specifications, and operations and maintenance plan, certification by the Grantee that it has obtained all necessary permits and approvals, District approval of the Grantee’s perpetual access and maintenance assurance, and receipt of the Grantee’s issued notice to proceed, the District may disburse fifty (50) percent of the RCWD Board approved grant amount upon request of the Grantee. On District receipt of the certification of completion and review of such Project documentation as it may require, the District will disburse the remaining RCWD Board approved funds.

C. Contingencies. The District’s obligation to provide grant funds is contingent on the Grantee’s compliance with the terms of this agreement, including but not limited to Project completion in accordance with the District-approved plans and specifications by October 31, 2022 and Project maintenance in accordance with the approved maintenance plan. The Grantee will return to the District any grant funds already received if this condition is not satisfied.

III. MISCELLANEOUS.

A. Relationship of Parties. Nothing in this agreement creates or establishes a partnership, joint venture or agency relationship between the parties. District review or approval of design plans and specifications, a maintenance plan and any other Project-related documents is solely for the District's own accounting for funds expended. As between the parties, the Grantee is solely responsible for selection of the Project design and the means, method and manner of construction. Nothing in this agreement creates any right in any third party or affects any immunity, defense or liability limitation enjoyed by either party.

B. Employees. The Grantee represents that it has or will secure, at its own expense, all personnel and/or contractors required for the performance of this agreement. No Grantee personnel or contractor will be considered an agent, representative or employee of the District.

C. Liability. The Grantee agrees to hold harmless and indemnify the District, and its managers, staff and representatives, up to the maximum liability limits of Minnesota Statutes Section 466.04, against any claim, expense or damage, including attorney fees, arising from the performance of this agreement.

D. Assignment or Modification. This agreement binds and inures to the benefit of the Grantee and the District, and their respective successors and assigns. Neither party may assign this agreement without the prior written consent of the other. Any modification of the agreement must be in writing and signed by both parties.

E. Public Documents. All submitted information, including application, conceptual design, cost estimates, bid tabulations, final designs and specifications, copies of permits and proof of
expenditures will become a part of the public record. Grantee will not claim intellectual property rights in any such information.

F: Effective Date. This agreement is effective as of the date all signatures below have been provided.

Dated: ____________________, 2020

CITY OF MAITOMEDI

By: __________________________

Its: __________________________

Dated: FEB. 27, 2020

RICE CREEK WATERSHED DISTRICT

By: __________________________
Nick Tomczik, Administrator
Memorandum

To: Scott Neilson, City Administrator
From: John Sachi, City Engineer
Date: March 17, 2020
Re: Safe Routes to School Support Resolution and letter

Attach please find a resolution for City Council consideration and a letter of support for the City Administrator to sign for the Safe Routes to School (SRTS) grant application. WSB has prepared the application and letters of support and resolution are needed for the application. The School District is preparing a similar document. The grant is requesting funds for a sidewalk along Warner Avenue South from the south school entrance to Bevins Lane, a sidewalk along 72nd Street from Glenmar to Warner Avenue and crosswalk improvements on Warner Ave at the south school entrance. The crosswalk improvements at Warwick Lane and Warner Avenue are not being considered in this application because there is no sidewalk or trail connecting to this crosswalk and adequate right of way does not exist for the addition of a sidewalk on the Mahtomi side.
RESOLUTION NO. 2020-13

RESOLUTION FOR APPROVAL OF SAFE ROUTES TO SCHOOL IMPROVEMENTS GRANT APPLICATION SUBMITTAL AND AUTHORIZATION TO PROVIDE A LETTER OF SUPPORT FOR SAFE ROUTES TO SCHOOL 2020 FEDERAL FUNDING SOLICITATION PROCESS

WHEREAS, The Metropolitan Council is requesting project submittals for federal funding under the Safe Routes to School (SRTS) Program; and

WHEREAS, these improvements include SRTS improvements, including a sidewalk on the south side of 72nd Street from Glenmar Avenue to Warner Avenue, and sidewalk on the west side of Warner Avenue from the south O.H. Anderson Elementary School entrance to 150 feet south of Bevins Lane and crosswalk enhancements at Warner Avenue and the southern O.H. Anderson School entrance.

WHEREAS, the Metropolitan Council adopted the criteria and measures for the biennial regional solicitation for federal transportation projects for program years 2024 and 2025; and

WHEREAS, staff believes that the 2020 SRTS grant solicitation is the best opportunity to obtain funding for the above described project, which is also included in the City’s Capital Improvement Plan (CIP); and

WHEREAS, all regional solicitation projects require a 20 percent local match from nonfederal sources; and

WHEREAS, the 2020 SRTS Solicitation Process project grant applications submittals are due on April 16, 2020; and

WHEREAS, subject to federal funding award the City Council of Mahtomedi Minnesota, would be asked to consider authorization to execute a grant agreement at a future meeting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mahtomedi, Minnesota, as follows:

1. Hereby approves the grant application submittals for the SRTS Improvements including a sidewalk on the south side of 72nd Street from Glenmar Avenue to Warner Avenue and sidewalk on the west side of Warner Avenue from the south O.H. Anderson School entrance to 150 feet south of Bevins Lane and crosswalk enhancements at Warner Avenue and the southern O.H. Anderson School entrance.

2. The City Engineer is hereby authorized to submit a letter of support to be submitted as part of the SRTS Improvements grant submittal package by the City of Mahtomedi.
RESOLUTION 2020-13
PAGE 2

Adopted this 17th day of March, 2020

ATTEST:

Jerene Rogers
City Clerk

CITY OF MAHTOMEDI

Judson Marshall
Mayor
March 17, 2020

Mr. John Sachi
City Engineer
c/o WSB
176 9th Street
St. Paul, MN 55101

Dear Mr. Sachi:

As City Administrator for the City of Mahtomedi, I am pleased to express support and concurrence for the Safe Routes to School Grant being submitted by the City of Mahtomedi. The improvements along Warner Avenue and 72nd Street will enhance our walking and biking facilities and address the safety concerns that have been raised by parents and shown in the SRTS Plan.

As the proposed improvements are largely on public right of way, the City of Mahtomedi will be taking the lead on the grant implementation. The Mahtomedi School District has agreed to work with the City to conduct all post-surveys required as part of the grant and the SRTS program.

Thank you for consideration of the grant request. If you have any questions, please feel free to contact me at 651-426-3344 or sneilson@ci.mahtomedi.mn.us

Sincerely,

Scott Neilson
City Administrator
City of Mahtomedi
Memorandum

To: Scott Neilson, City Administrator
From: John Sachi, City Engineer
Date: March 17, 2020
Re: 2020 Traffic Counts

In 2016 the City had WSB conduct traffic counts on all MSA routes as required by MnDOT State Aid office. The City is required to perform these counts on a 5-year cycle. In 2019, MnDOT has determined that they want to synchronize the traffic counts by requiring all MSA cities to perform counts in 2020. Normally the City would not be doing these until 2021, as per the 5-year cycle, the City was on but MnDOT is now requiring these to be done in 2020. Attached is a proposal from WSB to perform all the required MSA traffic counts in 2020. The City Council should consider authorizing this work by accepting the attached proposal from WSB in the amount of $3800.
March 10th, 2020

John Sachl
Mahtomedi, MN

Re: 2020 MSA Traffic Counting Proposal
City of Mahtomedi

Dear John:

WSB & Associates, Inc. (WSB) is pleased to submit this proposal to conduct traffic counts in the City of Mahtomedi for your 2020 MSA counts. The counts will be conducted in accordance with MnDOT procedures. This will include:

1. Performing all work including placing traffic counting equipment, collecting all data, and submitting data to Mn/DOT in the appropriate format. Traffic counts shall be a minimum of 48 hours in length.
2. The proposal includes up to 40 count locations on both MSA routes and other streets throughout the City as agreed to between WSB and the City.
3. Any additional counts requested by the City will be conducted by WSB at the per-count rate and added as part of this proposal.
4. Any recounts, due to equipment failure, will be the responsibility of WSB. Any recounts requested by MN/DOT, due to not meeting the constraints of MN/DOT’s process, and recounts needed to confirm data, will be at the “per-count rate” included as part of this proposal (MN/DOT typically anticipates 20% recounts of total locations).
5. Any traffic counts near or adjacent to schools will be completed while school is still in session this spring or fall.

Based on the above parameters, it is estimated that collecting this data would cost $95 per count location.

Total project cost = 40 (20% added) count locations x $95 per count = $3,800

Each additional count that the City would request would be at a rate of $95 per count.

If you have any questions or need any additional information on the above proposal, please do not hesitate to give me a call at 612-360-1300 or email me at mschwartz@wsbeng.com.

Sincerely,

WSB & Associates, Inc.

Sean Delmore, PE
Project Manager

cc: Mary Schwartz, WSB & Associates, Inc.

City of Mahtomedi

Accepted by City

Date ____________________________
MEMORANDUM

TO: Mayor and City Council
FROM: Scott Neilson, City Administrator
RE: Hiring of Part-time Accounting Clerk
DATE: March 11, 2020

Finance Director Schaefer and myself interviewed five applicants for the Part-time Accounting Clerk position. Based on the interviews, we are recommending the hiring of Pamela Mclellan. Ms. Mclellan has six years accounting experience working for 3M Legal Affairs.

The starting salary will be $24.86 per hour and she will serve a six-month probationary period.

This offer is contingent upon successful completion of criminal background check and drug test.

I appreciate your cooperation on this matter.
INTRODUCTION:
Aaron’s Playground Professional Services Proposal from WSB.

BACKGROUND/DISCUSSION:
The proposal from WSB for complete professional services, which includes design, construction administration and surveying for the construction of Aaron’s Playground totals $26,000.

BUDGET IMPACT:
Adequate funds are available within the 2020 Parks Capital Improvement Plan.

RECOMMENDATION:
It is recommended the Council approve the Professional Services Proposal from WSB for a total of $26,000.

ACTION REQUESTED:
Approve by motion the Professional Services Proposal from WSB for a total of $26,000.
March 11, 2020

Bob Goebel, Public Works Director
City of Mahtomedi
1250 Linclintown Avenue
Mahtomedi, MN 55115

Re: Professional Services Proposal – Aaron’s Playground Final Design

Dear Bob:

I am pleased to submit this letter proposal on behalf of WSB & Associates, Inc. (WSB) to the City of Mahtomedi (cITY) to complete professional design services for the final design services for Aaron’s Playground, based upon the concept plan prepared in 2020.

PROJECT UNDERSTANDING

It is our understanding that this project is to include the final design, bidding, and construction of Aaron’s Playground based upon the approved concept plan and equipment design. The development of the playground will consist of a playground container for the selected equipment design and connection to existing trails. Additional considerations will include concrete walks, benches, and project/donor recognition, as the budget allows.

The following Scope of Services details the work plan for the project.

SCOPE OF SERVICES

A. Final Design: This task includes the design steps necessary to develop final plans and specifications suitable for bidding the project for construction, to include the following:

a. Design Development: WSB shall confirm the scope of work with the City to carry forward into the final design/construction documents based on the approved plan and construction project budget. Preparation of design development plans for the park will be prepared to confirm materials, layout, and construction methods along with an estimate of probable costs for construction. One meeting will be held with the City to review the design development plan and estimate prior to proceeding with final plans.

b. Final Construction Documents: WSB will prepare the final construction documents for the playground equipment and site improvements as approved by the City. These documents shall include plans, details and other drawings as necessary, including written specifications, in sufficient detail for the City to pursue competitive bids for the construction of the improvements along with an estimate of probable costs for construction. This task shall include a review meeting with the City at the 95% complete milestone prior to 100% completion for bidding.
c. Permitting: WSB will work with the Watershed District to meet requirements for protection and management of the project site during construction, but the project will not include an NPDES permit, as it is anticipated that less than an acre will be disturbed.

d. Bidding: Oversight and administration of the project bidding process will include sending out the Advertisement for Bid, uploading plans and specs to QuestCDN, responding to questions that arise during the bidding process, preparing any necessary addenda, attending the bid opening, tabulating of bids, reviewing contractor references, and providing a letter of recommendation for selection of a contractor.

B. Construction Administration: WSB will undertake project administration and periodic observation of the construction progress for adherence to design intent as illustrated and described in construction documents to include:

a. Facilitation of pre-construction meeting to review the project elements, clearly define the City’s expectations as to the quality of the constructions, administration process, and schedule.

b. Administration of contract including preparation of contract forms, change orders, substantial completion form, and payment applications along with review of shop drawings and test results.

c. Site observation on a periodic basis for the established duration (anticipated 8 weeks total) of the construction project as stated in the specifications to ensure the design is being met. It is estimated one site meeting per week will be held for a total of 6 site progress meetings to include progress notes, follow-up documents and RFI’s, one substantial completion meeting and one final punch list review meeting.

C. Construction Survey Staking: WSB will provide a 2-man survey crew for layout and grade stakes for construction and will prepare an as-built survey upon completion of construction. A total of 2 trips during construction and 1 trip for the as-built survey are included.

D. Additional Services: Services other than those listed in the Scope of Services above and requested and authorized in writing by the City. These services shall be billed on an hourly basis according to the current Hourly Rate Schedule at time of request.

FEES FOR PROFESSIONAL SERVICES

It is proposed that the project be billed on an hourly not-to-exceed basis based upon the following breakdown of fees:

Task A: $11,000
Task B: $8,000
Task C: $7,000

Total: $26,000
If you are in agreement with the terms as outlined in this proposal, please sign where indicated below and return one copy to our office.

Sincerely,

WSB

Candace Amberg, PLA
Senior Associate

ACCEPTED BY:

City of Mahtomedi, Minnesota

Printed Name & Title

Signature

Date
MEETING DATE: March 17, 2020

AGENDA ITEM: 7

7. PUBLIC HEARINGS
Extract of Minutes of Meeting
of the City Council of the City of
Mahtomedi, Washington County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Mahtomedi, Minnesota, was duly held in the City Hall in said City on Tuesday, March 17, 2020, commencing at 7:00 P.M.

The following members were present:

and the following were absent:

* * * * * * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City’s approximately $10,000,000 General Obligation Improvement, Street and Utility Bonds, Series 2020A.

The City Clerk presented a tabulation of the proposals that had been received in the manner specified in the Official Terms of Proposal for the Bonds. The proposals are as set forth in EXHIBIT A attached.

After due consideration of the proposals, Member _________ then introduced the following resolution, and moved its adoption:
8. STAFF REPORTS

8a. CONSIDER APPROVAL – Resolution Awarding the Sale of $10,000,000 General Obligation Improvement, Street and Utility Bonds, Series 2020A Fixing their Form and Specifications; Directing their execution and delivery; and providing for their payment.

FACTS:

- Previously the City Council approved a five-year Capital Improvement Plan.
- Certain projects were approved and are being constructed.
- Bonds are required to be issued to provide financing.
- The bonds are being issued pursuant to Minnesota Statutes, Chapters 429, 444 and 475, by the City for the purpose of financing the following projects:
  - Historic District (Phase IV)
  - Dahlia Street Improvements
  - Birchwood and Lost Lake Court Street Improvements
  - Bevins, Bichner & Talahi Street and Utility Improvements
  - Glenmar Area Storm Sewer Diversion
  - Storm Sewer Pond Maintenance and Drainage Improvements
  - Sanitary Sewer Lining program
- On February 4, 2020, the City Council authorized a Street Reconstruction Plan and provided for the Sale of General Obligation Bonds, Series 2020A.

BACKGROUND:

- Resolution Awarding the Sale of $10,000,000 General Obligation Bonds, Series 2020A enclosed on pages 50-51.
RESOLUTION 2020-14

RESOLUTION AWARDING THE SALE OF $10,000,000 GENERAL OBLIGATION IMPROVEMENT, STREET AND UTILITY BONDS, SERIES 2020A FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT.

BE IT RESOLVED By the City Council of the City of Mahtomedi, Washington County, Minnesota (the “City”) in regular meeting assembled as follows:

Section 1. Background.

1.01 The City is authorized by Minnesota Statutes, Chapters 429 and Minnesota Statutes, Chapter 475, as amended (collectively, the “Improvement Act”) to provide financing for various public street improvements in the City (the “Assessable Improvements”).

1.02 The City is authorized by Minnesota Statutes, Section 444.075 and Minnesota Statutes, Chapter 475, as amended (the “Utility Act”), to finance all or a portion of the cost of certain improvements to the sanitary sewer and water systems of the City (the “Utility Improvements”) by the issuance of general obligation bonds of the City payable from the net revenues of the sanitary sewer and water utility systems of the City.

1.03 The City is authorized by Minnesota Statutes, Section 475.58, Subdivision 3b (the “Street Reconstruction Act”) to finance all or a portion of the cost of a street reconstruction projects by the issuance of general obligation bonds of the City payable from ad valorem taxes.

1.04. On February 4, 2020, the City held a public hearing regarding a five year street reconstruction plan (the “Reconstruction Plan”) that describes the streets to be reconstructed, estimated costs, and any planned reconstruction of other streets in the City, and regarding issuance of bonds in the maximum principal amount of $1,300,000, and approved the Reconstruction Plan and issuance of obligations by vote of at least 2/3 of the members of the City Council, all pursuant to the Street Reconstruction Act. The Reconstruction Plan authorizes issuance of bonds to pay the cost of street reconstruction projects in the City (the “Reconstruction Improvements”).

1.05 The City Council has determined that, within 30 days after the hearing, no petition for a referendum on issuance of bonds to pay costs of the Reconstruction Improvements was received by the City in accordance with the Street Reconstruction Act.

1.06 The City is authorized by Minnesota Statutes, Section 475.60, subdivision 2(9) to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and the City’s municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.
Section 2. Sale of Bonds.

2.01 Authorization. It is hereby determined that it is necessary to provide financing for the Assessable Improvements, the Utility Improvements and the Reconstruction Improvements and to finance those improvements through the issuance of the City’s $10,000,000 General Obligation Improvement, Street and Utility Bonds, Series 2020A (the “Bonds”).

2.02 Award to the Purchaser and Interest Rates. The proposal of _________ in _________ (the “Purchaser”) to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of $___________ (par amount of $10,000,000, plus a [net] premium of $___________ less underwriter’s discount of $___________), for Bonds bearing interest as follows:

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2.03 Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created, or deposited in the accounts in the Construction Fund hereinafter created, as determined by the City Finance Director after consultation with the City’s municipal advisor. The City Finance Director is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers. The Mayor and City Clerk are authorized to execute a contract with the Purchaser on behalf of the City, if requested by the Purchaser.

2.04 Terms of Bonds. The City will forthwith issue and sell the Bonds pursuant to Minnesota Statutes, Chapters 429, 444 and 475 (together, the “Act”), in the total principal amount of $10,000,000, originally dated the date of delivery, the Bonds being in fully registered form and issued in the denomination of $5,000 each or any integral multiple thereof, numbered No. R-1 and upward, bearing interest as above set forth, and maturing on February 1 in the years and amounts as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>$740,000</td>
<td>2030</td>
<td>$965,000</td>
</tr>
<tr>
<td>2023</td>
<td>870,000</td>
<td>2031</td>
<td>980,000</td>
</tr>
<tr>
<td>2024</td>
<td>885,000</td>
<td>2032</td>
<td>290,000</td>
</tr>
<tr>
<td>2025</td>
<td>895,000</td>
<td>2033</td>
<td>160,000</td>
</tr>
</tbody>
</table>

-51-
<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2026</td>
<td>910,000</td>
</tr>
<tr>
<td>2027</td>
<td>920,000</td>
</tr>
<tr>
<td>2028</td>
<td>935,000</td>
</tr>
<tr>
<td>2029</td>
<td>950,000</td>
</tr>
<tr>
<td>2034</td>
<td>165,000</td>
</tr>
<tr>
<td>2035</td>
<td>165,000</td>
</tr>
<tr>
<td>2036</td>
<td>170,000</td>
</tr>
</tbody>
</table>

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

$6,520,000 of the Bonds (the “Assessable Improvement Bonds”) maturing in the amounts and on the dates set forth below are being issued to finance the cost of the Assessable Improvements:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>$610,000</td>
</tr>
<tr>
<td>2023</td>
<td>620,000</td>
</tr>
<tr>
<td>2024</td>
<td>630,000</td>
</tr>
<tr>
<td>2025</td>
<td>635,000</td>
</tr>
<tr>
<td>2026</td>
<td>645,000</td>
</tr>
<tr>
<td>2027</td>
<td>$655,000</td>
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<tr>
<td>2028</td>
<td>665,000</td>
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<td>2029</td>
<td>675,000</td>
</tr>
<tr>
<td>2030</td>
<td>685,000</td>
</tr>
<tr>
<td>2031</td>
<td>700,000</td>
</tr>
</tbody>
</table>

$2,240,000 of the Bonds (the “Utility Improvement Bonds”) maturing in the amounts and on the dates set forth below are being issued to finance the cost of the Utility Improvements:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td>$130,000</td>
</tr>
<tr>
<td>2023</td>
<td>135,000</td>
</tr>
<tr>
<td>2024</td>
<td>135,000</td>
</tr>
<tr>
<td>2025</td>
<td>140,000</td>
</tr>
<tr>
<td>2026</td>
<td>145,000</td>
</tr>
<tr>
<td>2027</td>
<td>145,000</td>
</tr>
<tr>
<td>2028</td>
<td>145,000</td>
</tr>
<tr>
<td>2029</td>
<td>150,000</td>
</tr>
<tr>
<td>2030</td>
<td>$150,000</td>
</tr>
<tr>
<td>2031</td>
<td>150,000</td>
</tr>
<tr>
<td>2032</td>
<td>155,000</td>
</tr>
<tr>
<td>2033</td>
<td>160,000</td>
</tr>
<tr>
<td>2034</td>
<td>165,000</td>
</tr>
<tr>
<td>2035</td>
<td>165,000</td>
</tr>
<tr>
<td>2036</td>
<td>170,000</td>
</tr>
</tbody>
</table>

$1,240,000 of the Bonds (the “Reconstruction Improvement Bonds”) maturing in the amounts and on the dates set forth below are being issued to finance the cost of the Reconstruction Improvements:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023</td>
<td>$115,000</td>
</tr>
<tr>
<td>2024</td>
<td>120,000</td>
</tr>
<tr>
<td>2025</td>
<td>120,000</td>
</tr>
<tr>
<td>2026</td>
<td>120,000</td>
</tr>
<tr>
<td>2027</td>
<td>120,000</td>
</tr>
<tr>
<td>2028</td>
<td>$125,000</td>
</tr>
<tr>
<td>2029</td>
<td>125,000</td>
</tr>
<tr>
<td>2030</td>
<td>130,000</td>
</tr>
<tr>
<td>2031</td>
<td>130,000</td>
</tr>
<tr>
<td>2032</td>
<td>135,000</td>
</tr>
</tbody>
</table>
2.05. Optional Redemption. The City may elect on February 1, 2028, and on any day thereafter to prepay Bonds maturing on or after February 1, 2029. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 3. Form; Registration.

3.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof is payable by check or draft issued by the Registrar described herein.

3.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2021, to the registered owners of record thereof as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

3.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more
new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon a transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer such Bond until the Registrar is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums to be paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for every transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to the Registrar and as provided by law, in which both the City and the Registrar will be named as obligees. All Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost bond has already matured or been called for redemption in accordance with its terms it will not be necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not more than 60 days and not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to
give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

3.04. Appointment of Initial Registrar. The City appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar. The Mayor and the City Clerk are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

3.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Finance Director and will be executed on behalf of the City by the signatures of the Mayor and the City Clerk, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, no Bond will be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on a Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond will be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Finance Director will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser will not be obligated to see to the application of the purchase price.

3.06. Form of Bonds. The Bonds will be printed or typewritten in substantially the form set forth in Exhibit B attached hereto.

3.07. Approving Legal Opinion. The City Finance Director is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and will cause the opinion to be printed on or accompany each Bond.
Section 4. Funds and Accounts; Security; Payment.

4.01. Debt Service Fund and Accounts Maintained Therein. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the “General Obligation Improvement, Street and Utility Bonds, Series 2020A Debt Service Fund” (the “Debt Service Fund”). The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Debt Service Fund will be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The City will maintain the following accounts in the Debt Service Fund: the “Assessable Improvements Account,” the “Utility Improvements Account” and the “Street Reconstruction Account.” Amounts in the Assessable Improvements Account are irrevocably pledged to the Assessable Improvement Bonds, amounts in the Utility Improvements Account are irrevocably pledged to the Utility Improvement Bonds and amounts in the Street Reconstruction Account are irrevocably pledged to the Street Reconstruction Bonds.

(a) Assessable Improvements Account. To the Assessable Improvements Account in the Debt Service Fund there is hereby pledged and irrevocably appropriated and there will be credited: (i) proceeds of the ad valorem taxes levied under Section 4.03(a) or thereafter levied (the “Taxes”) and special assessments levied or to be levied against the property specially benefited by the Improvements (the “Assessments”), which ad valorem taxes and Assessments are pledged to the Assessable Improvements Account; (ii) capitalized interest financed from Improvement Bond proceeds, if any; (iii) a pro rata portion of the amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.03 hereof; (iv) all investment earnings on amounts in the Improvements Account of the Debt Service Fund; and (v) any other funds appropriated for the payment of principal or interest on the Improvement Bonds. The Finance Director must report to the City Council any current or anticipated deficiency in the Assessable Improvements Account in the amount necessary to pay principal of and interest on all of the Improvement Bonds when due. If a payment of principal or interest on the Improvement Bonds becomes due when there is not sufficient money in the Assessable Improvements Account in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the proceeds of Taxes and Assessments when collected.

(b) Utility Improvements Account. The City will continue to maintain and operate its sanitary sewer and water utility fund or funds, to which will be credited all gross revenues of the sanitary sewer and water utility systems (the “Utility Systems”), and out of which will be paid all normal and reasonable expenses of current operations of such systems. Any balances therein are deemed net revenues (the “Net Revenues”) and will be transferred, from time to time, to the Utility Improvement Account of the Debt Service Fund in an amount sufficient to pay the principal of and interest on the Utility Improvement Bonds, which Utility Improvements Account will be used only to pay principal of and interest on the Utility Improvement Bonds, and any other bonds similarly authorized.
There is also appropriated to the Utility Improvements Account (i) a pro rata portion of any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.03 hereof; (ii) all investment earnings on funds in the Utility Improvements Account; and (iii) any and all other moneys which are properly available and are appropriated by the City Council to the Utility Improvements Account. The Finance Director must report to the City Council any current or anticipated deficiency in the Utility Improvements Account in the amount necessary to pay principal of and interest on all of the Utility Improvement Bonds when due. If a payment of principal or interest on the Utility Improvement Bonds becomes due when there is not sufficient money in the Utility Improvements Account in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the proceeds of Net Revenues of the Utility Systems and taxes when collected.

(c) Street Reconstruction Account. The Finance Director shall timely deposit in, and there are pledged and appropriated to, the Street Reconstruction Account of the Debt Service Fund hereby created, (i) Taxes which are pledged to the Street Reconstruction Bonds, (ii) a pro rata portion of any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.03 hereof, (iii) all investment earnings on funds in the Street Reconstruction Account of the Debt Service Fund; and (iv) any and all other moneys which are properly available and are appropriated by the City Council to the Street Reconstruction Account of the Debt Service Fund. The Finance Director must report to the City Council any current or anticipated deficiency in the Street Reconstruction Account in the amount necessary to pay principal of and interest on all of the Street Reconstruction Bonds when due. If a payment of principal or interest on the Street Reconstruction Bonds becomes due when there is not sufficient money in the Street Reconstruction Account in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the proceeds of Taxes when collected.

4.02. Construction Fund. The City hereby creates the General Obligation Improvement, Street and Utility Bonds, Series 2020A Construction Fund (the “Construction Fund”) to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Construction Fund: the “Assessable Improvements Account,” the “Utility Improvements Account” and the “Street Reconstruction Account.” Amounts in the Assessable Improvements Account will be used to construct the Assessable Improvements, amounts in the Utility Improvements Account will be used to construct the Utility Improvements, and amounts in the Street Reconstruction Account will be used to construction the Reconstruction Improvements.

(a) Assessable Improvements Account. Proceeds of the Assessable Improvement Bonds, less the appropriations made in Section 4.01(a) hereof, together with any other funds appropriated for the Assessable Improvements and the Assessments and
Taxes collected during the construction of the Assessable Improvements, will be deposited in the Assessable Improvements Account of the Construction Fund to be used solely to defray expenses of the Assessable Improvements and the payment of principal of and interest on the Assessable Improvement Bonds prior to the completion and payment of all costs of the Assessable Improvements. Any balance remaining in the Assessable Improvements Account after the Assessable Improvements are completed and the cost thereof have been paid may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Assessable Improvements Account of the Construction Fund is to be closed and any balance remaining therein and any subsequent collections of the Assessments and Taxes for the Assessable Improvements are to be deposited in the Assessable Improvements Account of the Debt Service Fund.

(b) **Utility Improvements Account.** Proceeds of the Utility Improvements Bonds, less the appropriations made in Section 4.01(b) hereof, will be deposited in the Utility Improvements Account of the Construction Fund to be used solely to defray expenses of the Utility Improvements. Any balance remaining in the Utility Improvements Account after the Utility Improvements are completed and the cost thereof have been paid may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Utility Improvements Account of the Construction Fund is to be closed and any balance remaining therein is to be deposited in the Utility Improvements Account of the Debt Service Fund.

(c) **Street Reconstruction Account.** Proceeds of the Reconstruction Improvement Bonds, less the appropriations made in Section 4.01(c) hereof, together with any other funds appropriated for the Street Reconstruction Improvements, will be deposited in the Street Reconstruction Account of the Construction Fund to be used solely to defray expenses of the Street Reconstruction Improvements and the payment of principal of and interest on the Street Reconstruction Bonds prior to the completion and payment of all costs of the Street Reconstruction Improvements. Any balance remaining in the Street Reconstruction Account after the Street Reconstruction Improvements are completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Street Reconstruction Account is to be closed and any balance remaining therein is to be deposited in the Street Reconstruction Account of the Debt Service Fund.

4.03. **Tax Levy.**

(a) For the purpose of paying the principal of and interest on the Assessable Improvement Bonds, there is hereby levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the City, which Taxes will be spread upon the tax rolls and collected with and as part of other general taxes of the City. Such Taxes will be credited to the Assessable Improvements Account of the Debt Service Fund above provided and will be in the years and amounts as set forth in **Exhibit C**. The tax levy herein provided will be irrevocable until all of the Assessable Improvement Bonds are paid, provided that the Finance Director may annually, at the time the City makes its tax levies, certify to the County Auditor the amount available in the Improvement Account of the Debt Service Fund.
to pay principal and interest due during the ensuing year on the Assessable Improvement Bonds, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

(b) For the purpose of paying the principal of and interest on the Street Reconstruction Bonds, there is hereby levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the City, which Taxes will be spread upon the tax rolls and collected with and as part of other general taxes of the City. Such Taxes will be credited to the Street Reconstruction Account of the Debt Service Fund above provided and will be in the years and amounts as set forth in Exhibit D. The tax levy herein provided will be irrevocable until all of the Street Reconstruction Bonds are paid, provided that the Finance Director may annually, at the time the City makes its tax levies, certify to the County Auditor the amount available in the Street Reconstruction Account of the Debt Service Fund to pay principal and interest due during the ensuing year on the Street Reconstruction Bonds, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

4.04 City Covenants with Respect to the Assessable Improvement Bonds. It is hereby determined that the Assessable Improvements will directly and indirectly benefit abutting and other benefited property, and the City hereby covenants with the holders from time to time of the Bonds as follows:

(a) The City has caused or will cause the Assessments for the Assessable Improvements to be promptly levied so that the first installment will be collectible not later than 2021 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Improvement financed wholly or partly from the proceeds of the Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Assessable Improvement Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in the Assessments and Taxes, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing: receipts and disbursements in connection with the Assessable Improvements, Assessments and Taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

(e) At least 20% of the cost to the City of the Assessable Improvements described herein has been or will be specially assessed against benefited properties.
4.05 **City Covenants with Respect to the Utility Improvement Bonds.** The City Council covenants and agrees with the holders of the Bonds that so long as any of the Utility Improvement Bonds remain outstanding and unpaid, it will keep and enforce the following covenants and agreements:

(a) The City will continue to maintain and efficiently operate the Utility Systems as public utilities and conveniences free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in bank accounts and credited to the accounts of the Utility Systems as hereinabove provided, and will make no expenditures from those accounts except for a duly authorized purpose and in accordance with this resolution.

(b) The City will also maintain the Debt Service Fund as a separate account in the Utility Improvements Account and will cause money to be credited thereto from time to time, out of Net Revenues from the Utility Systems in sums sufficient to pay principal of and interest on the Utility Improvements Bonds when due.

(c) The City will keep and maintain proper and adequate books of records and accounts separate from all other records of the City in which will be complete and correct entries as to all transactions relating to the Utility Systems and which will be open to inspection and copying by any bondholder, or the bondholder's agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor, and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to all bondholders upon request.

(d) The City Council will cause persons handling revenues of the Utility Systems to be bonded in reasonable amounts for the protection of the City and the bondholders and will cause the funds collected on account of the operations of the Utility Systems to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(e) The Council will keep the Utility Systems insured at all times against loss by fire, tornado and other risks customarily insured against with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the holders, from time to time, of the Utility Improvement Bonds and the City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(f) The City and each and all of its officers will punctually perform all duties with reference to the Utility Systems as required by law.

(g) The City will impose and collect charges of the nature authorized by Minnesota Statutes, Section 444.075 at the times and in the amounts required to produce Net Revenues adequate to pay all principal and interest when due on the Utility Improvement Bonds and to create and maintain such reserves securing said payments as may be provided in this resolution.
(h) The City Council will levy general ad valorem taxes on all taxable property in the City, when required to meet any deficiency in pledged Net Revenues.

(i) The City hereby determines that the estimated collection of net revenues herein pledged for the payment of principal and interest on the Utility Improvement Bonds will produce at least 5% in excess of the amount needed to meet, when due, the principal and interest payments on such portion of the Bonds.

4.06 Registration of Resolution. The City Clerk is directed to file a certified copy of this resolution with the Auditor of Washington County and to obtain the certificate required by Section 475.63 of the Act.

4.07 Debt Service Coverage. It is hereby determined that the estimated collection of the foregoing Taxes and Assessments will produce at least 5% in excess of the amount needed to pay when due, the principal and interest payments on the Assessable Improvement Bonds and the Net Revenues herein pledged will produce at least 5% in excess of the amount needed to pay when due the principal and interest payments on the Utility Improvement Bonds.

4.08 General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

Section 5. Authentication of Transcript.

5.01 City Proceedings and Records. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

5.02 Certification as to Official Statement. The Mayor, City Clerk and Finance Director, or any of them, are hereby authorized and directed to certify that they have examined the Official Statement, prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is, as of the date thereof, a complete and accurate representation of the facts and representations made therein as it relates to the City.

5.03 Other Certificates. The Mayor, City Clerk, and Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required.
as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, City Clerk, and Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Old National Bank, Chaska, Minnesota on the closing date for further distribution as directed by the City’s municipal adviser, Ehlers & Associates, Inc.

Section 6. Tax Covenants.

6.01 Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and limitations on amounts invested at a yield greater than the yield on the Bonds.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bond under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States unless the Bonds qualify for an exception to the rebate requirement under the Code and related Treasury Regulations.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
(b) the City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2020 will not exceed $10,000,000; and

(d) not more than $10,000,000 of obligations issued by the City during calendar year 2020 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Entry-System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 2.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (DTC). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar,) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of
Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.,” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Clerk will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Bond Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

8.02. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and
City Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 9. Defeasance. When all Bonds (or all of either the Assessable Improvement Bonds, Utility Improvement Bonds or Reconstruction Bonds portion thereof) and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution (with respect to the Assessable Improvement Bonds, Utility Improvement Bonds or Reconstruction Bonds portion of the Bonds, as the case may be) to holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds (or all of either the Assessable Improvement Bonds, Utility Improvement Bonds or Reconstruction Bonds portion thereof) which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for adoption of the foregoing resolution was duly seconded by Member ________, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.
STATE OF MINNESOTA
COUNTY OF WASHINGTON SS.
CITY OF MAHTOMEDI

I, the undersigned, being the duly qualified and acting City Clerk of the City of Mahtomedi, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council held on Tuesday, March 17, 2020, with the original thereof on file in my office on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of $10,000,000 General Obligation Improvement, Street and Utility Bonds, Series 2020A of the City.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this _____ day of March, 2020.

City Clerk
City of Mahtomedi, Minnesota
EXHIBIT A

PROPOSALS
EXHIBIT B
FORM OF BOND

No. R-______

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF WASHINGTON
CITY OF MAHTOMEDI

GENERAL OBLIGATION IMPROVEMENT, STREET AND
UTILITY REVENUE BOND
SERIES 2020A

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<td>February 1, 20__</td>
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Registered Owner: Cede & Co.

The City of Mahtomedi, Minnesota, a duly organized and existing municipal corporation in Washington County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above or registered assigns, the principal amount specified above, unless called for earlier redemption on the Maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing February 1, 2021, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Registrar, Authenticating Agent and Paying Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of $10,000,000, all of like original issue date and tenor, except as to number, maturity date, denomination, redemption privilege, and interest rate, issued pursuant to a resolution adopted by the City Council on March 17, 2020 (the "Resolution"), for the purpose of providing monies in part for various street improvements, various utility improvements and various street reconstruction improvements and pursuant to and in full conformity with the Constitution, laws of the State of Minnesota, including Minnesota Statutes, Chapters 429, 444 and 475. The principal hereof and interest hereon are payable from certain special assessments against property specially benefited by local improvements, net revenues of the sanitary sewer and water systems and from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers.

-68-
thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments, net revenues and ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of $5,000 or any integral multiple thereof of single maturities.

The City may elect on February 1, 2028, and on any date thereafter to prepay Bonds maturing on or after February 1, 2029. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

IT IS HEREBY CERTIFIED AND RECITED that in and by the Resolution, the City has covenanted and agreed that it will continue to own and operate the water and sanitary sewer systems free from competition by other like municipal utilities; that adequate insurance on said systems and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the Utility Systems fund, into which it will pay all of the gross revenues from the water and sanitary sewer systems; that it will also create and maintain a Utility Improvements Account within the General Obligation Improvement, Street and Utility Bonds, Series 2020A Debt Service Fund, into which it will pay, out of the net revenues from the water and sanitary sewer systems, a sum sufficient to pay principal of and interest on the Utility Revenue Bonds when due; and that it will provide, by ad valorem tax levies, for any deficiency in required net revenues of the water and sanitary sewer systems.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.
The City has designated the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner, that prior to the issuance of this bond the City Council of the City has provided funds for the payment of principal and interest on the bonds of this issue as the same become due, but the full faith and credit of the City is pledged for their payment and additional taxes will be levied, if required for such purpose, without limitation as to the rate of amount; and that this bond, together with all other indebtedness of the City outstanding on the date of its issuance, does not exceed any constitutional or statutory limitation thereon.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Mahtomedi, Washington County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Clerk and has caused this Bond to be dated as of the date set forth below.

Dated: ____________, 2020

CITY OF MAHTOMEDI, MINNESOTA

_________________________  ___________________________
City Clerk               Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION

By ____________________________

Authorized Representative
The following abbreviations, when used in the inscription of the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MINN ACT Custodian (Cust) (Minor)

under Uniform Gift or Transfer to Minors

TEN ENT -- as tenants by entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated:

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of: the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program
("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:  

________________________________________

________________________________________

(Include information for all joint owners if this Bond is held by joint account)

Please insert social security or other identifying number of assignee

________________________________________

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration          Registered Owner          Signature of Registrar

__________, 2020          Cede & Co.          ___________________________

Federal ID #13-2555119
EXHIBIT C
ASSESSABLE IMPROVEMENT BONDS TAX LEVY

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EXHIBIT D

RECONSTRUCTION IMPROVEMENT BONDS TAX LEVY

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STATE OF MINNESOTA  
COUNTY OF WASHINGTON  

COUNTY AUDITOR'S  
CERTIFICATE AS TO  
TAX LEVY AND  
REGISTRATION  

I, the undersigned County Auditor of Washington County, Minnesota, hereby certify that a certified copy of a resolution adopted by the governing body of the City of Mahtomedi, Minnesota, on March 17, 2020, levying taxes for the payment of $10,000,000 General Obligation Improvement, Street and Utility Bonds, Series 2020A, of said municipality dated April 9, 2020 has been filed in my office and said bonds have been entered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this _____ day of ______, 2020.

County Auditor  
Washington County, Minnesota

(SEAL)

Deputy
MEETING DATE: March 17, 2020

AGENDA ITEM:

8b

8. STAFF REPORTS

8b. CONSIDER APPROVAL - Hallam Park Design and Permission to Bid.

Hallam Park was developed into a neighborhood park in 1992. At that time, the construction included a playground, swings, half court basketball and a trail through the park. The time has come to replace and reconstruct the park and a new park plan has been prepared.

WSB has modified the plan that was presented at the March 2, 2020 City Council Meeting.

BACKGROUND:

- Memo from Public Works Director Goebel on page
- Revised plan on pages 78-79.
CITY OF MAHTOMEDI
PUBLIC WORKS DEPARTMENT
MEMORANDUM

To: Mayor and City Council
Scott Neilson - City Administrator

From: Bob Göebel, Public Works Director

Date: March 17, 2020

Subject: Hallam Park Reconstruction

INTRODUCTION:
Reconstruction of Hallam Park and replacement of playground.

BACKGROUND/DISCUSSION:
In 1992 Hallam Park was developed into a neighborhood park after the removal of the existing water tower. At that time the construction included a playground, swings, basketball half court and a trail through the park. The time has come to replace the improvements made in 1992. WSB has modified the plan that was presented at the March 2, 2020 City Council Meeting. Again, this plan is slightly different than what was approved in the Parks Master Plan in 2018. Due to the fact the footings are still in the ground from the former water tower.

This plan was approved by motion at the February 19, 2020 Parks Commission Meeting.

BUDGET IMPACT:
Adequate funds are available within the 2020 Parks Capital Improvement Plan.

RECOMMENDATION:
It is recommended the Council approve the plans and specifications for Hallam Park reconstruct and solicit bids for said work.

ACTION REQUESTED:
Approve by motion the plans and specification for the reconstruction of Hallam Park and solicit bids for said work.
8c. CONSIDER APPROVAL – ADA Transition Plan.

In December 2019, the City Council authorized WSB to prepare an ADA Transition Plan for the City. This plan is required to be completed as part of any application the City makes for federal grant monies under the Regional Solicitation process administered through the Metropolitan Council.

The attached transition plan is a self-evaluation of the City’s compliance with ADA regulations as it deals with City public rights of way only.

BACKGROUND:

- Memo on page 81.
- Transition Plan on pages 82-104.
Memorandum

To: Scott Neilson, City Administrator
From: John Sachi, City Engineer
Date: March 17, 2020
Re: ADA Transition Plan

In December 2019 the City Council authorized WSB to prepare an ADA Transition Plan for the City. This self-evaluation and transition plan is required to be completed as part of any application the City makes for federal grant monies under the Regional Solicitation process administered through the Metropolitan Council. The City will soon be submitting a Safe Routes to School grant application, which is a federal grant program. The attached transition plan is a self-evaluation of the City's compliance with ADA regulations as it deals with City public rights-of-way only. This evaluation relates to ped ramps, trails, sidewalks, and traffic signals. It also outlines current City policies and practices intended to achieve compliance over time. The attached plan should be accepted by the City Council.
1. **INTRODUCTION**

A. **TRANSITION PLAN NEED AND PURPOSE**

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, is a civil rights law prohibiting discrimination against individuals on the basis of disability. ADA consists of five titles outlining protections in the following areas:

1. Employment
2. State and local government services
3. Public accommodations
4. Telecommunications
5. Miscellaneous provisions

Title II of ADA pertains to the programs, activities and services public entities provide. As a provider of public transportation services and programs, the City of Mahtomedi must comply with this section of the Act as it specifically applies to public service agencies. Title II of ADA provides that, "...no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." [42 USC. Sec. 12132; 28 CFR. Sec. 35.130]

The City of Mahtomedi has conducted a self-evaluation of its facilities within public rights of way and has developed this Transition Plan detailing how the organization will ensure that all those facilities are accessible to all individuals.

B. **ADA AND ITS RELATIONSHIP TO OTHER LAWS**

Title II of ADA is companion legislation to two previous federal statutes and regulations: the Architectural Barriers Acts of 1968 and Section 504 of the Rehabilitation Act of 1973.

The Architectural Barriers Act of 1968 is a Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Section 504 of the Rehabilitation Act of 1973 is a Federal law that protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law apply to employers and organizations that receive financial assistance from any Federal department or agency. Title II of ADA extended this coverage to all state and local government entities, regardless of whether they receive federal funding or not.

C. **AGENCY REQUIREMENTS**

Under Title II, the City of Mahtomedi must meet these general requirements:

- Must operate their programs so that, when viewed in their entirety, the programs are accessible to and usable by individuals with disabilities [28 C.F.R. Sec. 35.150].
- May not refuse to allow a person with a disability to participate in a service, program or activity simply because the person has a disability [28 C.F.R. Sec. 35.130 (a)].
- Must make reasonable modifications in policies, practices and procedures that deny equal access to individuals with disabilities unless a fundamental alteration in the program would result [28 C.F.R. Sec. 35.130(b) (7)].
• May not provide services or benefits to individuals with disabilities through programs that are separate or different unless the separate or different measures are necessary to ensure that benefits and services are equally effective [28 C.F.R. Sec. 35.130(b)(iv) & (d)].

• Must take appropriate steps to ensure that communications with applicants, participants and members of the public with disabilities are as effective as communications with others [29 C.F.R. Sec. 35.160(a)].

• Must provide notice of ADA requirements. All public entities, regardless of size, must provide information about the rights and protections of Title II to applicants, participants, beneficiaries, employees, and other interested persons [28 CFR Sec. 35,106]. The notice must include the identification of the employee serving as the ADA coordinator and must provide this information on an ongoing basis [28 CFR Sec. 104.8(a)].

This document has been created to specifically cover accessibility within the public rights of way and does not include information on the City of Mahtomedi's programs, practices, or building facilities not related to public rights of way.
2. **SELF-EVALUATION**

A. **OVERVIEW**

In accordance with Title II of the Americans with Disabilities Act (ADA), the City of Mahtomedi has performed a self-evaluation of its current transportation infrastructure policies, practices, and programs. This self-evaluation identifies what policies and practices impact accessibility and examines how the City implements these policies. The goal of the self-evaluation is to verify that, in implementing the City's policies and practices, the department is providing accessibility and not adversely affecting the full participation of individuals with disabilities.

The self-evaluation also examines the condition of the City's Pedestrian Circulation Route/Pedestrian Access Route (PCR/PAR) and identifies potential need for PCR/PAR infrastructure improvements. This will include the sidewalks, curb ramps, bicycle/pedestrian trails and traffic control signals that are located within the City of Mahtomedi public rights of way. Any barriers to accessibility identified in the self-evaluation and the remedy to the identified barrier are set out in this transition plan.

B. **SUMMARY**

The City of Mahtomedi conducted an inventory of pedestrian facilities within the city-owned public rights of way and paved trails within city-owned parks. Sidewalks, trails, and pedestrian curb ramps along county and state owned public rights of way were also evaluated. The evaluation consisted of the following facilities:

- 9.6 miles of sidewalks/trails
- 167 pedestrian curb ramp locations
- 20 traffic control signal devices at three intersections (Hilton Trail and CSAH 12, Long Lake Road and TH 120, Woodland Drive and TH 120)

A summary of the inventory results on how facilities relate to ADA standards is found in **Appendix A** and will be updated periodically.
3. **Policies and Practices**

A. **Previous Practices**
Since the adoption of the ADA, the City of Mahtomedi has striven to provide accessible pedestrian features as part of the City’s capital improvement projects. As additional information was made available as to the methods of providing accessible pedestrian features, the City updated their procedures to accommodate these methods.

B. **Policy**
The City of Mahtomedi’s goal is to continue to provide accessible pedestrian design features as part of the City’s capital improvement projects. The City of Mahtomedi has established ADA design standards and procedures as listed in Appendix E. These standards and procedures will be kept up to date with national and local best management practices.

The City will consider and respond to all accessibility improvement requests. All accessibility improvements that have been deemed reasonable will be scheduled consistent with transportation priorities. The City of Mahtomedi will coordinate with external agencies to ensure that all new or altered pedestrian facilities within the City’s jurisdiction are ADA compliant to the maximum extent feasible.

Maintenance of pedestrian facilities within the public rights of way will continue to follow the policies set forth by the City of Mahtomedi. All City street reconstruction projects with pedestrian facilities will be designed and constructed in accordance with the most current ADA guidance and design best practices to the maximum extent feasible.

Requests for accessibility improvements can be submitted to the ADA Coordinator. Contact information for the ADA Coordinator is in Appendix B.

4. **Improvement Schedule**

A. **Priority Areas**
The City of Mahtomedi has identified areas near public building/facilities, schools, and commercial centers as a priority for planned accessibility improvement projects. Additional priority will be given to any location where an improvement project or alteration was constructed after January 26, 1991, and accessibility features were omitted.

B. **External Agency Coordination**
Many other agencies are responsible for pedestrian facilities within the jurisdiction of the City of Mahtomedi, including Washington County, MnDOT, and Metro Transit. The City will coordinate with those agencies to track and assist in the facilitation of the elimination of accessibility barriers along their routes.

C. **Schedule**
The City of Mahtomedi has set the following schedule goal for improving the accessibility of its pedestrian facilities within the City’s jurisdiction:
- After 20 years, 80 percent of accessibility features within the jurisdiction of City would be ADA compliant.
5. **ADA COORDINATOR**
The City of Mahtomedi has identified an ADA Title II Coordinator to oversee the City’s policies and procedures. Contact information for this individual is in Appendix B.

6. **IMPLEMENTATION SCHEDULE**
The City of Mahtomedi will utilize two methods for upgrading pedestrian facilities to current ADA standards. The first and most comprehensive of the two methods are the scheduled street and utility improvement projects. All pedestrian facilities impacted by these projects will be upgraded to current ADA accessibility standards. These projects will be incorporated into the Capital Improvement Program (CIP) by the City of Mahtomedi. The City CIP, which includes a detailed schedule and budget for specific improvements, is available on the City's website at https://www.ci.mahtomedi.mn.us. For the second method, the City has an annual maintenance budget for sidewalk improvements that will be utilized as appropriate.

7. **GRIEVANCE PROCEDURE**
Under the Americans with Disabilities Act, each agency is required to publish its responsibilities in regard to the ADA. A draft of this public notice is provided in Appendix C. If users of the City of Mahtomedi facilities and services believe the City has not provided reasonable accommodation, they have the right to file a grievance.

The City of Mahtomedi has developed a grievance procedure for the purpose of the prompt and equitable resolution of citizens’ complaints, concerns, comments, and other grievances. This grievance procedure is outlined in Appendix C.

8. **MONITOR THE PROGRESS**
This document will continue to be updated as conditions within the City evolve. This document will be updated periodically with a future update schedule to be developed at that time. Public outreach will be provided as part of plan updates.
APPENDICES

A. SELF-EVALUATION RESULTS

B. CONTACT INFORMATION

C. GRIEVANCE PROCEDURE

D. BUDGET INFORMATION

E. AGENCY ADA DESIGN STANDARDS AND PROCEDURES

F. GLOSSARY OF TERMS
APPENDIX A – SELF-EVALUATION RESULTS

In February 2020, an inventory of curb ramps, sidewalks, trails, and traffic signals was performed using available imagery and GIS data. A total of 167 curb ramp locations and approximately 9.6 miles of sidewalk and trails were inventoried. Based upon this information, this initial self-evaluation of pedestrian facilities yielded the following results:

- 67 percent of sidewalks met accessibility criteria
- 74 percent of trails met accessibility criteria
- 45 percent of curb ramps met accessibility criteria
- 5 percent of locations did not have any curb ramps
- 100 percent of traffic control signals had push buttons that are accessible, or had the pedestrian indications on recall
- 20 percent of traffic control signals had Accessible Pedestrian Signal (APS) components
APPENDIX B — CONTACT INFORMATION

1. ADA TITLE II COORDINATOR
   Name:  Bcob Goebel, Public Works Director
   Address:  City of Mahtomedi
             600 Stillwater Road
             Mahtomedi, MN  55115
   Phone:  651-773-9730
   E-mail:  bgoebel@ci.mahtomedi.mn.us

2. PUBLIC RIGHTS OF WAY ADA IMPLEMENTATION COORDINATOR
   Name:  Bob Goebel, Public Works Director
   Address:  City of Mahtomedi
             600 Stillwater Road
             Mahtomedi, MN  55115
   Phone:  651-773-9730
   E-mail:  bgoebel@ci.mahtomedi.mn.us
APPENDIX C — GRIEVANCE PROCEDURE
As part of the ADA requirements the City has posted the following notice outlining its ADA requirements:

1. PUBLIC NOTICE
   In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990, The City of Mahtomedi will not discriminate against qualified individuals with disabilities on the basis of disability in the City’s services, programs, or activities.

   Employment: The City of Mahtomedi does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the Americans with Disabilities Act (ADA).

   Effective Communication: The City of Mahtomedi will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City’s programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

   Modifications to Policies and Procedures: The City of Mahtomedi will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. For example, individuals with service animals are welcomed in City offices, even where pets are generally prohibited.

   Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a City of Mahtomedi program, service, or activity, should contact the office of the City’s ADA Coordinator, as soon as possible but no later than 48 hours before the scheduled event.

   The ADA does not require the City of Mahtomedi to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

   The City of Mahtomedi will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.
2. **CITY OF MAHTOMEDI GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT**

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act (ADA). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Mahtomedi. The City's Personnel Policy governs employment-related complaints of disability discrimination.

Citizens may contact the ADA Coordinator to discuss ADA issues without filing a formal grievance procedure. The City recognizes that contacting staff informally to discuss ADA issues does not limit a person's ability or right to file a formal grievance at a later date.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

**ADA Coordinator**  
Public Works Department  
City of Mahtomedi  
600 Stillwater Road  
Mahtomedi, MN 55115

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or assigned designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator or assigned designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Mahtomedi and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or assigned designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Administrator or assigned designee.

Within 15 calendar days after receipt of the appeal, the City Administrator or assigned designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Administrator or assigned designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator or assigned designee, appeals to the City Administrator or assigned designee, and responses from these two offices will be retained by the City of Mahtomedi for at least seven years.

Complaints of Title II violations may also be filed with the DOJ within 180 days of the date of discrimination. In certain situations, cases may be referred to a mediation program sponsored by
the Department of Justice (DOJ). The DOJ may bring a lawsuit where it has investigated a matter and has been unable to resolve violations.

For more information, contact:

U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, N.W.
Disability Rights Section - NYAV
Washington, D.C. 20550
www.ada.gov
(800) 514-0301 (voice – toll free)
(800) 514-0383 (TTY)

Title II may also be enforced through private lawsuits in Federal court. It is not necessary to file a complaint with the DOJ or any other Federal agency, or to receive a "right-to-sue" letter, before going to court.
City of Mahtomedi
Title II of the Americans with Disabilities Act
Section 504 of the Rehabilitation Act of 1973
Discrimination Complaint Form

Instructions: Please fill out this form completely, in black ink or type. Sign and return to the address on page 3.

Complainant: __________________________________________________________

Address: __________________________________________________________________

City, State and Zip Code: __________________________________________________________________

Telephone: __________________________________________________________________

Home: __________________________________________________________________

Business: __________________________________________________________________

Person Discriminated Against (if other than the complainant): __________________________________________________________________

Address: __________________________________________________________________

City, State, and Zip Code: __________________________________________________________________

Telephone: Home: __________ Business: __________

Government, or organization, or institution which you believe has discriminated

Name: __________________________________________________________________

Address: __________________________________________________________________

County: __________________________________________________________________

City, State and Zip Code: __________________________________________________________________

Telephone Number: __________________________________________________________________
When did the discrimination occur? __________________________ Date: __________________

Describe the acts of discrimination providing the name(s) where possible of the individuals who discriminated (use space on page 3 if necessary):

Have efforts been made to resolve this complaint through the internal grievance procedure of the government, organization, or institution?

Yes _____ No _____

If yes: what is the status of the grievance?

Has the complaint been filed with another bureau of the Department of Justice or any other Federal, State, or local civil rights agency or court?

Yes _____ No _____

If yes:

Agency or Court: ____________________________________________

Contact Person: ____________________________________________

Address: ________________________________________________

City, State, and Zip Code: __________________________________

Telephone Number: _______________________________________

Date Filed: _______________________________________________
Do you intend to file with another agency or court?

Yes______ No______

Agency or Court:

Address: ________________________________

City, State and Zip Code: ________________________________

Telephone Number: ________________________________

Additional space for answers:

Signature: ________________________________

Date: ________________________________

Return to:

ADA Coordinator
Public Works Department
City of Mahtomedi
600 Stillwater Road
Mahtomedi, MN 55115
APPENDIX D - BUDGET INFORMATION

1. **UNIT PRICES**

   Construction costs for upgrading facilities can vary depending on each individual improvement and conditions of each site. Costs can also vary on the type and size of project the improvements are associated with. Listed below are representative 2020 costs for some typical accessibility improvements based on if the improvements are included as part of a retrofit type project, or as part of a larger comprehensive capital improvement project.

   Intersection corner ADA improvement retrofit: +/- $4,000 per corner

   Intersection corner ADA improvement as part of adjacent capital project: +/- $1,500 per corner

   Traffic control signal APS upgrade retrofit: +/- $ 15,000

   Traffic control signal APS upgrade as part of full traffic control signal installation: +/- $10,000

   Sidewalk ADA improvement retrofit: +/- $7.00 per SF

   Trail ADA improvement retrofit: +/- $4.00 per SF

2. **ESTIMATED COSTS**

   Based on the results of the self-evaluation, the estimated costs associated with providing ADA accessibility for facilities within the City public rights of way is approximately $637,800. This is a significant amount that the City of Mahtomedi is committed to making in the upcoming years. A systematic approach to providing accessibility will be taken in order to absorb the cost into the City of Mahtomedi budget for improvements to the public rights of way. Additional City contributions may be required as part of county or state roadway improvements based on cost participation policies as facilities are upgraded consistent with their respective ADA Transition Plan goals and objectives.

   The City CIP, which includes a detailed schedule and budget for specific improvements, is available on the City’s website at https://www.ci.mahtomedi.mn.us.

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APPENDIX E – AGENCY ADA DESIGN STANDARDS AND PROCEDURES

1. DESIGN PROCEDURES

Intersection Corners
Curb ramps or blended transitions will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for an intersection corner to achieve full accessibility within the scope of any project. Those limitations will be noted and those intersection corners will remain on the transition plan. As future projects or opportunities arise, those intersection corners shall continue to be incorporated into future work. Regardless on if full compliance can be achieved or not, each intersection corner shall be made as compliant as possible in accordance with the judgment of City staff.

Sidewalks / Trails
Sidewalks and trails will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for segments of sidewalks or trails to achieve full accessibility within the scope of any project. Those limitations will be noted and those segments will remain on the transition plan. As future projects or opportunities arise, those segments shall continue to be incorporated into future work. Regardless on if full compliance can be achieved or not, every sidewalk or trail shall be made as compliant as possible in accordance with the judgment of City staff.

Traffic Control Signals
Traffic control signals will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for individual traffic control signal locations to achieve full accessibility within the scope of any project. Those limitations will be noted and those locations will remain on the transition plan. As future projects or opportunities arise, those locations shall continue to be incorporated into future work. Regardless on if full compliance can be achieved or not, each traffic signal control location shall be made as compliant as possible in accordance with the judgment of City staff.

Other policies, practices and programs
Policies, practices and programs not identified in this document will follow the applicable ADA standards.

2. DESIGN STANDARDS
The City of Mahtomedi has PROWAG, as adopted by the Minnesota Department of Transportation (MnDOT), as its design standard. Refer to MnDOT Accessibility Design Guidance for current standards on the MnDOT website at: http://www.dot.state.mn.us/ada/design.html.
APPENDIX F – GLOSSARY OF TERMS

ABA: See Architectural Barriers Act.

ADA: See Americans with Disabilities Act.

ADA Transition Plan: Agency’s transportation system plan that identifies accessibility needs, the process to fully integrate accessibility improvements into the capital improvement program, and ensures all transportation facilities, services, programs, and activities are accessible to all individuals.

ADAAG: See Americans with Disabilities Act Accessibility Guidelines.

Accessible: A facility that provides access to people with disabilities using the design requirements of the ADA.

Accessible Pedestrian Signal (APS): A device that communicates information about the WALK phase in audible and vibrotactile formats.

Alteration: A change to a facility in the public right-of-way that affects or could affect access, circulation, or use. An alteration must not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site.

Americans with Disabilities Act (ADA): The Americans with Disabilities Act; civil rights legislation passed in 1990 and effective July 1992. The ADA sets design guidelines for accessibility to public facilities, including sidewalks and trails, by individuals with disabilities.

Americans with Disabilities Act Accessibility Guidelines (ADAAG): contains scoping and technical requirements for accessibility to buildings and public facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990.

APS: See Accessible Pedestrian Signal.

Architectural Barriers Act (ABA): Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Capital Improvement Program (CIP): The CIP for the Transportation Department includes an annual capital budget and a five-year plan for funding the new construction and reconstruction projects on the city’s transportation system.

Detectable Warning: A surface feature of truncated domes, built in or applied to the walking surface to indicate an upcoming change from pedestrian to vehicular way.

DOJ: See United States Department of Justice.
Federal Highway Administration (FHWA): A branch of the US Department of Transportation that administers the federal-aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges.

FHWA: See Federal Highway Administration.

Pedestrian Access Route (PAR): A continuous and unobstructed walkway within a pedestrian circulation path that provides accessibility.

Pedestrian Circulation Route (PCR): A prepared exterior or interior way of passage provided for pedestrian travel.

PROWAG: An acronym for the Guidelines for Accessible Public Rights-of-Way issued in 2005 by the U. S. Access Board. This guidance addresses roadway design practices, slope, and terrain related to pedestrian access to walkways and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other components of public rights-of-way.

Rights of Way: A general term denoting land, property, or interest therein, usually in a strip, acquired for the network of streets, sidewalks, and trails creating public pedestrian access within a public entity’s jurisdictional limits.

Section 504: The section of the Rehabilitation Act that prohibits discrimination by any program or activity conducted by the federal government.

Uniform Accessibility Standards (UFAS): Accessibility standards that all federal agencies are required to meet; includes scoping and technical specifications.

United States Access Board: An independent federal agency that develops and maintains design criteria for buildings and other improvements, transit vehicles, telecommunications equipment, and electronic and information technology. It also enforces accessibility standards that cover federally funded facilities.

United States Department of Justice (DOJ): The United States Department of Justice (often referred to as the Justice Department or DOJ), is the United States federal executive department responsible for the enforcement of the law and administration of justice.
MEETING DATE: March 17, 2020

AGENDA ITEM: 8d

8. STAFF REPORTS

8d. CONSIDER APPROVAL – Resolution Appointing Advisory Commission Members.

The City Council annually appoints residents to serve as Advisory Commission Members for the Environmental, Finance, Park and Planning Commissions. This year’s appointments are through March 31, 2023.

BACKGROUND:

- Resolution on page 106.
CITY OF MAHTOMEDI
WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2020-12

A RESOLUTION APPOINTING ADVISORY COMMISSION MEMBERS TO A THREE-YEAR TERM STARTING APRIL 1, 2020

WHEREAS, the City Council annually appoints residents to serve as Advisory Commission Members for the Environmental, Finance, Park and Planning Commissions, and

WHEREAS, the Advisory Commissions are comprised of 7 members, and serve the City Council in an advisory position making recommendations to the City Council, and

WHEREAS, the Advisory Commission members will serve a three year term, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAHTOMEDI: that the City Council, City of Mahtomedi made the following appointments, each for a three-year term commencing on April 1, 2020 and ending on March 31, 2023:

Environmental Commission - Kevin Toskey    Christine Ahmann-Maples
Finance Commission - Michael Brommelkamp    Luke Schlegal
Park Commission - Thomas Eldredge           Stacy Fischer
Planning Commission - Alex Rogesheske       Daniel Soler

Adopted by the City Council of Mahtomedi this 17th day of March 2020.

CITY OF MAHTOMEDI

ATTEST:

Jud Marshall, Mayor

City Administrator, Scott Neilson
8f. CONSIDER APPROVAL – Bill List

ACTION TO BE CONSIDERED: To approve or deny the Bill List, as presented or amended, and authorize payment of the bills.

BACKGROUND:
- Bill List on pages 108-118.
CITY OF MAHTOMEDI
Payments

Current Period: February 2020

Payments Batch DP 022620 U $123.68

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Fund Summary

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## Payments

**Payments Batch DP 030320** $139.58

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### Checks to be Generated by the Computer
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## CITY OF MAHTOMEDI

### Payments

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Total: $1,492.60 + $2,189.00 + $71.55 + $35.00 + $180.51 + $678.60 + $25.00 + $25.00 = $4,315.76
CITY OF MAHTOMEDI
Payments

Current Period: March 2020

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Invoice 20200303 3/3/2020
Cash Payment E 602-49450-434 Rebates ENERGY REBATE - TOILET $25.00
Invoice 20200303 3/3/2020
Transaction Date 3/1/2020  Due Date 3/1/2020  4M FUND 10100  Total $50.00

Refer 1144 LANTERNA CONSULTING, INC.
Cash Payment E 101-41100-300 Professional Svcs GENE 03.05.20 STRATEGIC PLANNING SESSION $4,200.00
Invoice 1 3/9/2020
Transaction Date 3/1/2020  Due Date 3/1/2020  4M FUND 10100  Total $4,200.00

Refer 1146 LEVANDER, GILLEN & MILLER, P.A
Cash Payment E 101-41620-304 Legal Fees LEGAL SVS FEB 2020 $6,062.54
Invoice 20200229 2/29/2020
Cash Payment E 520-47163-304 Legal Fees LEGAL SVS FEB 2020 $32.00
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Cash Payment E 520-47166-304 Legal Fees LEGAL SVS FEB 2020 $48.00
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Refer 1189 MACHUS, MICHAEL
Cash Payment E 601-49400-434 Rebates ENERGY REBATE - TOILET $25.00
Invoice 20200309
Cash Payment E 602-49450-434 Rebates ENERGY REBATE - TOILET $25.00
Invoice 20200309
Transaction Date 3/1/2020  Due Date 3/1/2020  4M FUND 10100  Total $50.00

Refer 1190 MAKI, MICHAEL
Cash Payment E 601-49400-434 Rebates ENERGY REBATE - TOILET $25.00
Invoice 20200306 3/6/2020
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Invoice 20200306 3/6/2020
Transaction Date 3/1/2020  Due Date 3/1/2020  4M FUND -113 10100  Total $50.00
## CITY OF MAHTOMEDI
### Payments

**Current Period: March 2020**

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<th>E 601-49400-434 Rebates</th>
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<tbody>
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<thead>
<tr>
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<th>ENERGY REBATE - TOILET</th>
<th>$25.00</th>
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<tbody>
<tr>
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# CITY OF MAHTOMEDI

## Payments

Current Period: March 2020

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<tr>
<th>Cash Payment</th>
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<th>Due Date</th>
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Cash Payment: CARPET ROLLER - CH

Invoice 142454

Transaction Date: 3/11/2020

Due Date: 3/11/2020

Payment Fund: 4M FUND

Reference: 1161 OFFICE DEPT

Cash Payment: E 101-42200-210 Operating Supplies (GEN OFFICE SUPPLIES

Invoice 451422543001

Transaction Date: 3/4/2020

Due Date: 3/11/2020

Payment Fund: 4M FUND

Reference: 1160 OREILLY AUTOMOTIVE, INC.

Cash Payment: E 101-41390-230 Credit Card Charges

Invoice 212175

Transaction Date: 3/11/2020

Due Date: 3/11/2020

Payment Fund: 4M FUND

Reference: 1165 PAYMENT SERVICE NETWORK

Cash Payment: E 101-41300-230 Credit Card Charges

Invoice 212174

Transaction Date: 3/2/2020

Due Date: 3/11/2020

Payment Fund: 4M FUND

Reference: 1166 PAYMENT SERVICE NETWORK

Cash Payment: E 101-42200-331 Travel Exp-Conf & Schoo

Invoice 6047

Transaction Date: 2/28/2020

Due Date: 3/11/2020

Payment Fund: 4M FUND

Reference: 1167 PERFORMANCE PLUS

Cash Payment: E 101-41300-331 Travel Exp-Conf & Schoo

Invoice 6054

Transaction Date: 3/7/2020

Due Date: 3/11/2020

Payment Fund: 4M FUND

Reference: 1168 PERFORMANCE PLUS

Cash Payment: E 101-41300-400 Repairs & Maint Cont (G

Invoice 3105789501

Transaction Date: 2/28/2020

Due Date: 3/11/2020

Payment Fund: 4M FUND

Reference: 1164 PITNEY BOWES INC

Cash Payment: MAINT CONTRACT 123019-032920

Invoice 3105789501

Transaction Date: 2/28/2020

Due Date: 3/11/2020

Payment Fund: 4M FUND
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<td>1163 PRESS PUBLICATIONS</td>
<td>Cash Payment E 202-45200-350 Print/Binding (GENERAL BID - HALLAM PARK)</td>
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<td>1170 REINDERS</td>
<td>Cash Payment E 101-45200-210 Operating Supplies (GEN LAWN SEED, FERTILIZER)</td>
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<td>1171 ROSEVILLE, CITY OF</td>
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<td>Cash Payment E 101-41410-211 Tree Trimming-Cont.</td>
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<td>1175 SCHUMACHER, STEVEN M.</td>
<td>Cash Payment E 101-43100-411 Tree Trimming-Cont.</td>
<td>FORESTRY SVS FEB 2020</td>
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<td>1173 ST. ANDREWS LUTHERAN CHURCH</td>
<td>Cash Payment R 101-36223 Rent Water Tower</td>
<td>WATER TOWER COST SHARE - MARCH 2020</td>
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<td>1193 STICE, WILLIAM</td>
<td>Cash Payment E 601-45900-434 Rebates</td>
<td>ENERGY REBATE - TOILET</td>
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<td>1172 STRYKER SALES CORP</td>
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# CITY OF MAHTOMEDI

## Payments

Current Period: March 2020

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<tr>
<th>Description</th>
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<td>Refer 1176 T.R.F. SUPPLY</td>
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<td>Cash Payment E 602-49450-400 Repairs &amp; Maint Cont (G) LIFT STATION DEGREASER</td>
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<td>Refer 1177 T.R.F. SUPPLY</td>
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CITY OF MAHTOMEDI
Payments

Current Period: March 2020

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<td>E 101-43160-381 Electric Utilities</td>
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<td>E 101-41940-383 Electric &amp; Gas Utilities</td>
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<tr>
<td>Invoice</td>
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| Invoice  | 674228047 |
| Transaction Date | 2/25/2020 |
| Due | 3/11/2020 |
| Fund | 4M FUND |
| 10100 | Total |
| UTILITY 012020-021920 | $973.15 |

| Cash Payment | E 101-43160-381 Electric Utilities |
| Invoice  | 674228047 |
| Transaction Date | 2/25/2020 |
| Due | 3/11/2020 |
| Fund | 4M FUND |
| 10100 | Total |
| UTILITY 012020-021920 | $178.19 |

| Cash Payment | E 101-45200-383 Electric & Gas Utilities |
| Invoice  | 674228047 |
| Transaction Date | 2/25/2020 |
| Due | 3/11/2020 |
| Fund | 4M FUND |
| 10100 | Total |
| UTILITY 012020-021920 | $395.49 |

| Cash Payment | E 601-49400-383 Electric & Gas Utilities |
| Invoice  | 674228047 |
| Transaction Date | 2/25/2020 |
| Due | 3/11/2020 |
| Fund | 4M FUND |
| 10100 | Total |
| UTILITY 012020-021920 | $4,132.02 |

| Cash Payment | E 602-49450-383 Electric & Gas Utilities |
| Invoice  | 674228047 |
| Transaction Date | 2/25/2020 |
| Due | 3/11/2020 |
| Fund | 4M FUND |
| 10100 | Total |
| UTILITY 012020-021920 | $723.33 |

Fund Summary

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<td>601 WATER UTILITY</td>
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<td>602 SEWER UTILITY</td>
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<td>604 STORM WATER UTILITY</td>
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Total | $224,104.63

Pre-Written Checks | $0.00
Checks to be Generated by the Computer | $224,104.63
Total | $224,104.63
9. REPORT FROM THE CITY ADMINISTRATOR

10. COMMENTS FROM THE CITY COUNCIL

   This period of time shall be used by members of the Council to report to the full
   Council on community activities, make comments on matters of interest and
   information, or raise questions to the staff. This item is not intended to result in
   substantive Council action during this time. Any action necessary because of
   discussion will be scheduled for a future Council meeting.

11. CLOSED SESSION – Attorney-Client Privileged Discussion (pursuant to
    Minnesota Statutes, Section13D.05, Subd. 3(b)) of City of Mahtomedi v. Lyla M.
    Douglas, et al., Washington County District Court File No. 82-CV-19-5745.

12. ADJOURNMENT