

NOTICE OF AGENDA

CITY COUNCIL MEETING

[City of Forest Lake - Link to Meeting Livestream](#)

Forest Lake City Center – Council Chambers
Forest Lake, Minnesota

October 28, 2024 – 7:00 PM

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve the Agenda (Action)
5. Award Presentation: DWI All-Star Honorable Recognition Award to Officer Tim Van Grinsven
6. Open Forum - Citizen Petitions, Requests and Concerns: Please sign in at the front table. *The Open Forum is available for residents to express personal opinions for any item of business. Please limit your comments to three (3) minutes.*
7. Consent Agenda Considerations (Action Items)*
 - a. Approve City Bills
 - b. Approve Minutes from October 14, 2024 Council Special Meeting
 - c. Approve Minutes from October 14, 2024 Council Regular Meeting
 - d. Approve Exempt Gambling Permit: Ducks Unlimited
 - e. Approve Exempt Gambling Permit: East Central Chapter Rocky Mtn Elk Foundation
 - f. Contract for Abatement Services
 - g. Contract with Genius of Fun Entertainment Services
 - h. 2025 Local Street Improvement Project – Authorize Preparation of Plans and Specifications
 - i. 2025 Sanitary Sewer Lining Project - Authorize Preparation of Plans and Specifications
 - j. 2025 South Water Tower Rehab - Authorize Preparation of Plans and Specifications
 - k. Clear Lake Association 2024 Funding Request
 - l. 2025 Plow Truck Purchase Approval
 - m. Water Treatment Plant Softener Rehabilitation Approval

- n. Approve Hiring of Police Officers:
 - i. Jake Wensmann
 - ii. Jeremy Peltier
- o. Addendum to Recording Secretary Service Agreement

*Council may remove any item from the consent agenda for specific consideration.

- 8. Regular Agenda (Action Items)
 - a. Delong Sea/Ski base - Forest Lake (Lake 1) Letters of Agreement – Jolleen Chaika
 - b. Network Now Comment Letter – Abbi Wittman
 - c. Fire Relief Association Benefit Level Increase – Alan Newman
 - d. FLAAA Fee Waiver Request – Dave Adams
 - e. Beltz Park - Dave Adams
 - i. Site Approval
 - ii. Playground Approval
- 9. Discussion
 - a. Median Refresh Project Funding and Plans/Specs Discussion – Kevin Knopik/Dave Adams
- 10. Staff Updates
- 11. Mayor and City Council Updates
- 12. Closed Session Pursuant to Minn. Stat. 13D.03 for Labor Negotiation Strategy
- 13. Adjourn

Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
	Invoice				
10248	911 TECH INC				
	1637	PSTRACKER ANNUAL SUBSCRIPTION	1,200.00	116178	10/28/2024
TOTAL FOR: 911 TECH INC			1,200.00		
10102	AMERICAN IMPORTS				
	44640	SQUAD 2401 - FLOOR LINER & NO DRILL MUD FLAPS	356.82	116179	10/28/2024
	45797	SQUAD 2319 - CHANGE OIL & TIRE ROTATION	83.79	116179	10/28/2024
	45805	SQUAD 2208 - CHANGE OIL & TIRE ROTATION	52.03	116179	10/28/2024
	45812	SQUAD 2011 - CHANGE OIL & TIRE ROTATION & TIRE REPAIR	79.22	116179	10/28/2024
	45821	SQUAD 1809 - CHANGE OIL & TIRE ROTATION	52.03	116179	10/28/2024
	45829	SQUAD 2013 - FLOOR LINER	133.41	116179	10/28/2024
	45830	SQUAD 2416 - FLOOR LINER	124.91	116179	10/28/2024
TOTAL FOR: AMERICAN IMPORTS			882.21		
10104	AMERICAN LEGION POST 225				
	AL070424	2024 4TH OF JULY FIREWORK DISPLAY	16,000.00	116180	10/28/2024
TOTAL FOR: AMERICAN LEGION POST 225			16,000.00		
10120	ANCOM COMMUNICATIONS INC				
	124364	STANDARD PALM MIC - (GCAI)	180.00	116181	10/28/2024
TOTAL FOR: ANCOM COMMUNICATIONS INC			180.00		
10185	AT & T MOBILITY				
	287284342696X09192	AT & T MOBILITY - SEPTEMBER 2024	434.38	1986	10/07/2024
TOTAL FOR: AT & T MOBILITY			434.38		

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Page: 2/14
4

Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
Invoice					
14018	BANK OF MONTREAL - BMO				
	Amazon Mark 3k3nt8	Keyboard (Parks) and HDMI cables (Council Room)	40.17	1994	10/07/2024
	Amazon Mark Rk2ap7	dymo label makers, stapler, headphones for CD	232.40	1994	10/07/2024
	Amazon Mktp1 G2lp9	operating supplies for parks maintenance	50.69	1994	10/07/2024
	Amazon Mktp1 P90p9	Station 2 Flag.	35.97	1994	10/07/2024
	Amazon Mktp1 Z83pj	Operating supplies for shop	323.66	1994	10/07/2024
	Amazon.Com Gf82026	seat covers	241.10	1994	10/07/2024
	Amzn Mktp US Z871f	Printer Cartridges - Chief 1 Printer.	337.99	1994	10/07/2024
	Amzn Mktp US Zt6gi	Ice Bags for Ice Machine	75.64	1994	10/07/2024
	At&t Zstm 173398	Phone replacement Ch1	486.59	1994	10/07/2024
	Cub Foods #01591	Firearms & Use of Force Training - Lunch	14.12	1994	10/07/2024
	Evident Inc	Evidence Supplies for Detective Division	111.00	1994	10/07/2024
	Expedia 7291236936	Accommodations for TZD Conference for 431	264.64	1994	10/07/2024
	Fsp Arrowwood Resc	MNGFOA Conference Hotel	272.46	1994	10/07/2024
	Fsp Mn Govt Financ	Beginning Government Accounting-Carlson	60.00	1994	10/07/2024
	Fsp Mpstma	turf maintenance training	65.00	1994	10/07/2024
	In Marie Ridgeway	Marie Ridgeway - Officer Check-In	160.00	1994	10/07/2024
	Intl Code Council	Fire/Building code books.	313.50	1994	10/07/2024
	Ionos Inc.	Safety Camp Domain 09/11/2024-10/11/2024	9.05	1994	10/07/2024
	Lakes Floral Gift	Memorial Service Flowers / Officer Dave Pacisznyk	198.56	1994	10/07/2024
	Mailchimp	Monthly Mailchimp subscription	26.50	1994	10/07/2024
	Paddle.Net Lacrm	Ice Bags for Ice Machine.	90.00	1994	10/07/2024
	Paypal Amyrayphotc	Department Photo and Professional Images	750.00	1994	10/07/2024
	Psn Minnesota Rwa	chuck prickett training	175.00	1994	10/07/2024
	Samsclub #6309	Firearms & Use of Force Training - Lunch	229.83	1994	10/07/2024
	Simplifile.Com	Recording fee for Amended Development Agreement	228.72	1994	10/07/2024
	Sportys Catalogs	hand held radio for airport	295.98	1994	10/07/2024
	Sq Itl Patch Co	Uniform Hashmarks (dept issued)	245.35	1994	10/07/2024
	Stellar Truck & Tr	Lube for box hoist	77.28	1994	10/07/2024
	Sudz Of Forest Lak	Car Wash for Squad Car Leading Funeral Procession	9.75	1994	10/07/2024
	The Ups Store 5692	Postage for package	76.84	1994	10/07/2024
	Wal-Mart #2274	Firearms & Use of Force Training - Lunch	61.53	1994	10/07/2024
	Washington County	Registration for 2023 Ford F150	33.82	1994	10/07/2024
	Wyze Labs Inc.	Senior Center Cameras Annual Fee	64.08	1994	10/07/2024
	Zayo Group,llc	September 2024 AllStream Invoice	7,934.88	1994	10/07/2024
TOTAL FOR: BANK OF MONTREAL - BMO			13,592.10		
14059	BENEFIT EXTRAS INC				
	09272024	SETTLE PURCHASE	587.20	1975	10/01/2024
	10092024	SETTLE PURCHASE	25.00	1987	10/11/2024
	124653	COBRA NOTIFICATIONS PACKET & MONTHLY PARTICIPATION FEE	304.75	116182	10/28/2024
TOTAL FOR: BENEFIT EXTRAS INC			916.95		

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Page: 3/14
5

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	Invoice				
14080	BEST OIL COMPANY				
	87311	2001.000 GAL AV GAS - MN AV & JET	9,536.31	116183	10/28/2024
TOTAL FOR: BEST OIL COMPANY			9,536.31		
14128	BOLTON & MENK INC				
	0347120	AIRPORT GENERAL/ROUTING ENG	450.00	116184	10/28/2024
TOTAL FOR: BOLTON & MENK INC			450.00		
MISC-UB	BONNIE & ROGER WEINGARTH				
	7110445	UB refund for account: 7110445	138.71	116185	10/28/2024
		*UB refund for account: 7110445			
TOTAL FOR: BONNIE & ROGER WEINGARTH			138.71		
MISC	BORN CARPENTRY LLC				
	PB11752	BD Payment Refund	616.75	116186	10/28/2024
		*BD Refund for Trx: 37125581, Record: PB11752,			
		Address: [REDACTED]			
		Comment: [REDACTED] D			
TOTAL FOR: BORN CARPENTRY LLC			616.75		
14186	BRUCE'S FOODS INC				
	0141 09-24-24	24 PK OF WATER QUANTITY - 8	31.92	116187	10/28/2024
TOTAL FOR: BRUCE'S FOODS INC			31.92		
14204	BUREAU OF CRIMINAL APPREHENSION				
	00000823546	CJDN ACCESS FEE STATE GF & BCA JULY 1, 2024 -	1,080.00	116188	10/28/2024
		JUNE 30, 2025			
TOTAL FOR: BUREAU OF CRIMINAL APPREHENSION			1,080.00		
MISC	CAPSTONE HOMES INC				
	PB11311	BD Bond Refund	2,000.00	116189	10/28/2024
		*BD Bond Refund: BEL-0127, Address: [REDACTED]			
		[REDACTED] EROSION-LANDSCAPE ESCROW REFUND			
	PB11345	BD Bond Refund	2,000.00	116189	10/28/2024
		*BD Bond Refund: BEL-0131, Address: [REDACTED]			
		[REDACTED] EROSION-LANDSCAPE ESCROW REFUND			
	PB11347	BD Bond Refund	2,000.00	116189	10/28/2024
		*BD Bond Refund: BEL-0132, Address: [REDACTED]			
		[REDACTED] EROSION-LANDSCAPE ESCROW REFUND			
TOTAL FOR: CAPSTONE HOMES INC			6,000.00		

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Page: 4/14
6

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	Invoice				
18024	CARGILL INC				
	2910083813	KD CRSE SO BULK NSF 60 - 50,000.00 LB	6,819.00	116190	10/28/2024
TOTAL FOR: CARGILL INC			6,819.00		
18305	CHASE PAYMENTECH				
	SERVICE102024	SERVICE FEE PAYMENTS-OCTOBER UB	251.03	1977	10/02/2024
TOTAL FOR: CHASE PAYMENTECH			251.03		
18113	CINTAS CORPORATION				
	4207473524	UNIFORM & CLOTHING - M.WELSH	86.28	116191	10/28/2024
	4208167994	UNIFORM & CLOTHING - M.WELSH	86.28	116191	10/28/2024
TOTAL FOR: CINTAS CORPORATION			172.56		
18122	CITY OF FOREST LAKE				
	7105322	3RD QTR 2024 PAYMENT 20500 FOREST RD N HANGAR	179.65	116192	10/28/2024
	7111540	3RD QTR 2024 PAYMENT 21350 FOREST BLVD N	383.29	116192	10/28/2024
TOTAL FOR: CITY OF FOREST LAKE			562.94		
18129	CITY OF SAINT PAUL				
	IN60112	FOR THE COST OF MATERIAL USED TO REPAIR A PED BUTTON LOCATED AT 12TH & 3RD	73.91	116193	10/28/2024
	IN60113	FOR THE COST OF LABOR & EQUIPMENT TO REPAIR A PED BUTTON LOCATED ON 12TH & 3RD	223.50	116193	10/28/2024
TOTAL FOR: CITY OF SAINT PAUL			297.41		
22012	DAN'S TOWING & RECOVERY				
	95064	MOVE THREE TRAINING CARS	450.00	116194	10/28/2024
TOTAL FOR: DAN'S TOWING & RECOVERY			450.00		
22111	DRESEL TRUCKING INC				
	2960	BLACK TOP MILLING PER TON 9/06 & RECYCLE CLASS-5 TON/DUMP TRUCKS 9/30	622.01	116195	10/28/2024
TOTAL FOR: DRESEL TRUCKING INC			622.01		
30026	FERGUSON WATERWORKS #2518				
	0538085	2-1/2 SWVL FIRE HOSE COUP WSHR	31.51	116196	10/28/2024
TOTAL FOR: FERGUSON WATERWORKS #2518			31.51		
30038	FIRE LOSS MANAGEMENT LLC				
	24-074	FIRE ALARM SYSTEM REVIEW - G2 DENTAL	75.00	116197	10/28/2024
TOTAL FOR: FIRE LOSS MANAGEMENT LLC			75.00		

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Page: 5/14
7

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30083	FOREST LAKE CABLE COMMISSION				
	SEPTEMBER 2024	FRANCHISE FEE	8,365.70	116198	10/28/2024
TOTAL FOR: FOREST LAKE CABLE COMMISSION			8,365.70		
30092	FOREST LAKE FIRE DEPARTMENT RELIEF				
	VERIFIED CLAIM	FIRE RELIEF PENSION AID - STATE	234,115.64	116177	10/17/2024
TOTAL FOR: FOREST LAKE FIRE DEPARTMENT RELIEF			234,115.64		
30098	FOREST LAKE PRINTING				
	21221	DYE-SUB NAME PLATE'S - FIREFIGHTER OF THE YEAR: 2022 D. HARRIS; 2023 J. MCARTHUR	28.90	116199	10/28/2024
TOTAL FOR: FOREST LAKE PRINTING			28.90		
34005	GALLAGHER BENEFIT SERVICES INC				
	324298	OCTOBER 2024 CONSULTING SERVICES	1,200.00	116200	10/28/2024
TOTAL FOR: GALLAGHER BENEFIT SERVICES INC			1,200.00		
34024	GENERATOR SOLUTIONS INC				
	66587	1-YR CELLULAR MONITORING SUBSCRIPTION. PANEL: 16001 / 11-1-24 THRU 10-31-25	365.00	116201	10/28/2024
TOTAL FOR: GENERATOR SOLUTIONS INC			365.00		
34108	GUARDIAN SUPPLY LLC				
	19478	CARGO PANTS - DAMAGED ON DUTY - O. RUDE CN FL24009892	69.99	116202	10/28/2024
TOTAL FOR: GUARDIAN SUPPLY LLC			69.99		
38004	HACH COMPANY				
	14220969	DPD TOT CHLORINE ACCUVAC, PK/25	183.80	116203	10/28/2024
	14222824	SPADNS2 (ARSENIC FREE) FLUORIDE RGT, ACCUVAC,25/PK	347.70	116203	10/28/2024
TOTAL FOR: HACH COMPANY			531.50		
38044	HAWKINS INC				
	6883871	CHLORINE - EPA REG. NO. 7870-2 & 150 LB CHLORINE CYLINDER	957.83	116204	10/28/2024
	6888253	150 LB CHLORINE CYLINDER 087360 & 113347 & 118784 & 047222	40.00	116204	10/28/2024
TOTAL FOR: HAWKINS INC			997.83		

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Page: 6/14
8

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38049	HEALTH PARTNERS				
	CLAIMS10022024	HPAI SELF INSURED CLAIMS 15657 - OCTOBER 2024	1,076.03	1981	10/07/2024
	CLAIMS10092024	HPAI SELF INSURED CLAIMS 15657 - OCTOBER 2024	1,019.29	1991	10/15/2024
	PREMIUM102024	HEALTH PARTNERS PREMIUM - OCTOBER 2024	601.92	1988	10/10/2024
	PREMIUM112024	HEALTH PARTNERS PREMIUM - NOVEMBER 2024	611.04	1983	10/09/2024
TOTAL FOR: HEALTH PARTNERS			3,308.28		
MISC-UB	HYDRO-KLEAN, LLC				
	7117449	UB refund for account: 7117449	2,259.20	116205	10/28/2024
		*UB refund for account: 7117449			
TOTAL FOR: HYDRO-KLEAN, LLC			2,259.20		
42010	IMPACT				
	213194	COMPLETE PROGRAMMING FOR NEW MESSAGES ON PORTAL & MONTHLY PORTAL FEE	625.00	116206	10/28/2024
TOTAL FOR: IMPACT			625.00		
42050	INVOICE CLOUD INC				
	2468-2024_9	INVOICE CLOUD PAYMENT FEES - SEPTEMBER 2024	670.73	1984	10/09/2024
TOTAL FOR: INVOICE CLOUD INC			670.73		
MISC-UB	JAMES & COLLEEN ELLIS				
	7106435	UB refund for account: 7106435	23.74	116207	10/28/2024
		*UB refund for account: 7106435			
TOTAL FOR: JAMES & COLLEEN ELLIS			23.74		
MISC	JOHN AND TATIANA GOES				
	PZ24-1273	BD Payment Refund	250.00	116208	10/28/2024
		*BD Refund for Trx: 37125341, Record: PZ24-1273,			
		Address: [REDACTED]			
		Comment: [REDACTED] W REFUND			
TOTAL FOR: JOHN AND TATIANA GOES			250.00		
49139	KORNOWSKI CONSULTANTS LLC				
	76455	CONSULTATION SERVICES - JD4 PROJECT	799.00	116209	10/28/2024
TOTAL FOR: KORNOWSKI CONSULTANTS LLC			799.00		
53055	LEAGUE OF MINNESOTA CITIES INSURANC				
	ENDORSEMENT #4	2024-2025 ADDTL PROPERTY/CASUALTY COVERAGE PREMIUM	104.00	116210	10/28/2024
TOTAL FOR: LEAGUE OF MINNESOTA CITIES INSURANC			104.00		

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Page: 7/14
9

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53076	LEVANDER, GILLEN & MILLER PA 35000-10000E	ENGINEERING	203.00	116211	10/28/2024
TOTAL FOR: LEVANDER, GILLEN & MILLER PA			203.00		
53077	LEXIPOL LLC INVLEX11242515	ANNUAL LAW ENFORCEMENT SUPPLEMENTAL MANUAL(S) & POLICY MANUAL & DAILY TRAINING BULLETINS	11,185.22	116212	10/28/2024
TOTAL FOR: LEXIPOL LLC			11,185.22		
MISC-UB	LYNN JOHNSON 7100585	UB REFUND FOR ACCOUNT: 7100585 *UB refund for account: 7100585	8.28	116213	10/28/2024
TOTAL FOR: LYNN JOHNSON			8.28		
57008	MADDEN GALANTER HANSEN ATTORNEYS AT SEPTEMBER 2024	SERVICES RENDERED - 9/1/2024 - 9/30/2024	2,157.61	116214	10/28/2024
TOTAL FOR: MADDEN GALANTER HANSEN ATTORNEYS AT			2,157.61		
57106	MENARDS				
	43686	CONCRETE MIX	215.04	116215	10/28/2024
	43941	CONCRETE MIX	222.08	116215	10/28/2024
	43953	PORTABLE LOCK BOX BUTTON & 3/4" GALV COUPLING	40.28	116215	10/28/2024
	43954	GRY 2-GNG NM WIU SHLW CVR	15.96	116215	10/28/2024
	43973	1-1/2" GALV CAP	7.58	116215	10/28/2024
	44019	MF-COMB WRN SET 12PT L0PC & MF-3PC ADJ WRENCH SET & 6 PC PLIER SET & MF-TOOLSET 3/8&1/2DR 57PC	183.93	116215	10/28/2024
	44022	2" SCH40 PVC COUPLING & 1-1/4" PVC UNION & 1-1/4 X 1 PVC BUSHING & 2" PVC UNION & 2" PVC BALL VALVE	46.32	116215	10/28/2024
	44088	MORTON CLEAN AND PROTECT	27.96	116215	10/28/2024
	44167	27 GALLON TOTE & 35" FIRE POKER & 5 GAL FOOD SAFE PAIL & LID FOR 3.5/5G BUCKET	276.67	116215	10/28/2024
	44213	3/4 VACUUM BREAKER	21.27	116215	10/28/2024
	44249	8' COMPOSITE FENCE PICKET & MM EXTR SO PKG CHARGE	1,153.15	116215	10/28/2024
	44410	ACCUCOLOR CAULK SANDED & GE ADVANCED K&B SIL & RITE-TEMP CARTRIDGE & KOHLER RITE-TEMP CART	147.73	116215	10/28/2024
	44411	4X4 POST ANCHOR & 1/4"2-1/4" WEDGE ANCHOR	135.72	116215	10/28/2024
TOTAL FOR: MENARDS			2,493.69		
57410	MERCHANT BANK FEES FEE10022024	MERCH SERV BANKCRD FEES-OCTOBER	67.10	1976	10/02/2024
TOTAL FOR: MERCHANT BANK FEES			67.10		

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Page: 8/14
10

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57123	METRO SALES INC				
	INV2625797	RICHO/IM C3000 C4500 C6000 COLOR COPIERS	1,133.81	116216	10/28/2024
TOTAL FOR: METRO SALES INC			1,133.81		
57166	MIDWESTONE BANK				
	RI102024	RETURN ITEM FEE	8.00	1980	10/07/2024
	WIREFEE102024	WIRE TRANSFER FEE	10.00	1992	10/15/2024
TOTAL FOR: MIDWESTONE BANK			18.00		
57236	MINNESOTA POLLUTION CONTROL AGENCY				
	APPLICATION 2025	APPLICATION FOR WASTEWATER CERTIFICATION EXAMINATION - K. WERNER	23.00	116217	10/28/2024
TOTAL FOR: MINNESOTA POLLUTION CONTROL AGENCY			23.00		
57264	MINNESOTA VALLEY TESTING LABS				
	1275490	COLIFORM, MF - WATER	151.25	116218	10/28/2024
TOTAL FOR: MINNESOTA VALLEY TESTING LABS			151.25		
57279	MNSPECT LLC				
	743153	PLAN REVIEW	9,650.13	116219	10/28/2024
	797374	INSPECTIONS	6,878.40	116219	10/28/2024
TOTAL FOR: MNSPECT LLC			16,528.53		
MISC-UB	NANCY HARING				
	7100491	UB REFUND FOR ACCOUNT: 7100491 *UB REFUND FOR ACCOUNT: 7100491	115.00	116220	10/28/2024
TOTAL FOR: NANCY HARING			115.00		
61007	NAPA AUTO PARTS				
	229644	BLSTR PK MINIATURES	4.91	116221	10/28/2024
	230277	RTU EXT LIFE GAL & MEDIUM FUNNEL	30.58	116221	10/28/2024
	231002	REPAIR KIT UNC 3 8	26.74	116221	10/28/2024
	231071	BOXED CAPSULES	33.10	116221	10/28/2024
	231152	PX U COPPER GASKET MA	24.32	116221	10/28/2024
TOTAL FOR: NAPA AUTO PARTS			119.65		
61042	NEWTRAX INC				
	203-2	TREASURE ISLAND CASINO 09/25	537.50	116222	10/28/2024
	99-67	FOREST LAKE AREA LOOP 09/04 & 09/11 & 09/18 & 09/25	1,703.25	116222	10/28/2024
TOTAL FOR: NEWTRAX INC			2,240.75		

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Page: 9/14
11

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	Invoice				
61081	NORTHERN SAFETY TECHNOLOGY INC				
	58329	ARMREST; CONSOLE MOUNT W/HINGED PAD, ADJUSTABLE	162.04	116223	10/28/2024
TOTAL FOR: NORTHERN SAFETY TECHNOLOGY INC			162.04		
65002	O'REILLY AUTO PARTS				
	1517-262315	MINI BULB & 100PCWIRETIE & DIELECTRIC	51.33	116224	10/28/2024
	1517-262430	OIL FILTER	5.29	116224	10/28/2024
	1517-262431	OIL FILTER	11.97	116224	10/28/2024
	1517-262711	BATTERY & CORE CHARGE & OIL FILTER	208.61	116224	10/28/2024
	1517-263553	AIR FILTER & OIL FILTER	72.07	116224	10/28/2024
TOTAL FOR: O'REILLY AUTO PARTS			349.27		
65037	OTTER LAKE ANIMAL CARE CENTER				
	252028	ANIMAL CONTROL - MULTIPLE SERVICES CASE #2024 - 551 & 594 & 596	190.00	116225	10/28/2024
TOTAL FOR: OTTER LAKE ANIMAL CARE CENTER			190.00		
73001	QT PETROLEUM ON DEMAND				
	1398-SP2024	BASE NETWORK ACCESS AND SUPPORT AGREEMENT - ONE YEAR; ANNUAL CELL PLAN	1,675.00	116226	10/28/2024
TOTAL FOR: QT PETROLEUM ON DEMAND			1,675.00		
MISC-UB	ROCHON CORPORATION				
	7117503	UB refund for account: 7117503 *UB refund for account: 7117503	2,374.80	116227	10/28/2024
TOTAL FOR: ROCHON CORPORATION			2,374.80		
74144	ROSENBAUER MINNESOTA LLC				
	0000072273	E1 - QTY 8 - (RMI) BRACKET LOOSE EQUIPMENT MOUNTING	650.96	116228	10/28/2024
	0000072280	E1 - QTY 4 - (RMI) BRACKET LOOSE EQUIPMENT MOUNTING	325.48	116228	10/28/2024
TOTAL FOR: ROSENBAUER MINNESOTA LLC			976.44		
MISC-UB	RUM RIVER UNDERGROUND				
	7117502	UB refund for account: 7117502 *UB refund for account: 7117502	2,218.00	116229	10/28/2024
TOTAL FOR: RUM RIVER UNDERGROUND			2,218.00		

10/24/2024 08:59 AM
User: ANGELA.CAMPBELL
DB: Forest Lake

INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE
EXP CHECK RUN DATES 10/17/2024 - 10/28/2024
BOTH JOURNALIZED AND UNJOURNALIZED
PAID

Page: 10/14
12

Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
	Invoice				
78047	SCHMIDT SECURITY SYSTEMS INC				
	4085	MONITORING CENTRAL STATION - PUBLIC WORKS	203.40	116230	10/28/2024
	4086	MONITORING CENTRAL STATION - CITY CENTER ELEVATOR	227.40	116230	10/28/2024
		PHONE			
	4087	MONITORING CENTRAL STATION & MONITORING DAILY TEST	311.40	116230	10/28/2024
		TIMER - SPRINKLER #1			
TOTAL FOR: SCHMIDT SECURITY SYSTEMS INC			742.20		
78214	STREICHER'S INC				
	11722375	9MM SECURIBLANK: SAFE BLANK [50 RNDs/BX]	495.84	116231	10/28/2024
		QUIET/TRAINING ROUNDS			
TOTAL FOR: STREICHER'S INC			495.84		
82241	TIMESAVER OFF SITE SECRETARIAL INC				
	M29559	SEPT 30 2024 - CITY COUNCIL MEEETING & OCT 2 -	334.00	116232	10/28/2024
		AIRPORT COMMISSION MEETING			
TOTAL FOR: TIMESAVER OFF SITE SECRETARIAL INC			334.00		
82139	TOTAL CONTROL SYSTEMS INC				
	11345	WTP #1/3 & WTP #2 & WTP #4 & TOWNSHIP SLS #16	540.00	116233	10/28/2024
		CRADLEPOINT MONTHLY SERVICE			
	11378	GOLF COURSE - CONTROL BREAKER ON PUMP KEPT	2,673.10	116233	10/28/2024
		TRIPPING RANDOMLY & BREAKER TRIPPING ON CONTROL			
		PANEL			
TOTAL FOR: TOTAL CONTROL SYSTEMS INC			3,213.10		
82148	TRAFFIC CONTROL CORP				
	154165	LED 12IN BALL, RED TINTED VLA: GE, DR6-RTFB-VLA &	320.00	116234	10/28/2024
		LED 12IN BALL, GREEN TINTED VLA: GE, DR6-GTFB-VLA			
TOTAL FOR: TRAFFIC CONTROL CORP			320.00		
82172	TRUGREEN PROCESSING CENTER				
	200947107	LAWN SERVICE FENWAY PARK 5530 206TH ST N ON	2,644.81	116235	10/28/2024
		09/09/24 & 09/13/24			
TOTAL FOR: TRUGREEN PROCESSING CENTER			2,644.81		
82178	TWENTY4SEVEN FIRE & SECURITY CORP				
	5711	2024 SPRINKLER SYSTEM INSPECTION SENIOR CENTER	350.00	116236	10/28/2024
TOTAL FOR: TWENTY4SEVEN FIRE & SECURITY CORP			350.00		

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BOTH JOURNALIZED AND UNJOURNALIZED
PAID

Page: 11/14
13

Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
	Invoice				
86001	ULINE, INC				
	183916451	PLASTIC A-FRAME SIGN - DELUXE, 24 X 36", WHITE & ULINE INDUSTRIAL TRASH LINERS - 55-60 GALLON	614.44	116237	10/28/2024
	184180819	CAMBRO® INSULATED BEVERAGE DISPENSER - SMALL	932.20	116237	10/28/2024
TOTAL FOR: ULINE, INC			1,546.64		
90032	WASHINGTON COUNTY				
	225726	CSAH 33 COOPERATIVE AGREEMENT & NO 16073 (THROUGH PE #5)	128,993.37	116238	10/28/2024
	226176	CSAH 33 COOPERATIVE AGREEMENT & NO 16073 (THROUGH PE #6)	220,276.03	116239	10/28/2024
TOTAL FOR: WASHINGTON COUNTY			349,269.40		
90039	WASHINGTON COUNTY				
	225706	DATA FILE: NAME/ADDRESS, FOREST LAKE BUSINESS OWNED RES PROP'S ONLY & 315 RECORDS @ \$0.01/RECORD	100.15	116240	10/28/2024
TOTAL FOR: WASHINGTON COUNTY			100.15		
90100	WINNICK SUPPLY INC				
	055926	2 1/2" VANSTONE FLANGE PVC SCH80 & 2 1/2" FLANGE GASKET KIT WITH BOLTS 2739404	52.17	116241	10/28/2024
TOTAL FOR: WINNICK SUPPLY INC			52.17		

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Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
Invoice					
94003	XCEL ENERGY				

INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE
EXP CHECK RUN DATES 10/17/2024 - 10/28/2024
BOTH JOURNALIZED AND UNJOURNALIZED
PAID

Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
Invoice					
892867429		51-8383920-1 ~ 5515 - 206TH ST -PARK WELL	438.56	1978	10/03/2024
892884125		51-9849041-6 ~ 20500 FOREST RD N U#1-AIRPORT	31.68	1978	10/03/2024
893116722		51-0013971904-6 ~ 6195 210TH ST N	151.34	1979	10/04/2024
893147293		51-0239647-6 ~ 1198 W BROADWAY AVE-TRAFFIC	43.85	1982	10/07/2024
893148066		51-0239648-7 ~ 775 WEST BROADWAY AVE-ELEC	39.64	1982	10/07/2024
893148160		51-0239645-4 ~ 777 WEST BROADWAY AVE-ELEC	29.79	1982	10/07/2024
893148619		51-0239659-0 ~ 1493 W BROADWAY AVE-TRAFFIC	56.35	1982	10/07/2024
893148781		51-0239656-7 ~ 795 WEST BROADWAY AVE-ELEC	39.04	1982	10/07/2024
893149162		51-0239654-5 ~ 797 WEST BROADWAY AVE-ELEC	30.38	1982	10/07/2024
893154939		51-0677908-0 ~ 20066 FERN GLEN LN N-STREET	23.13	1982	10/07/2024
893159100		51-0677899-8 ~ 20010 FERN GLEN LN N-STREET	21.57	1982	10/07/2024
893202321		51-5193671-3 ~ PUBLIC WORKS FACILITY	436.95	1982	10/07/2024
893210115		51-5193667-7 ~ BEACH HOUSE	275.66	1982	10/07/2024
893211219		51-5193665-5 ~ 49 LAKE ST N-STREET	7,215.39	1982	10/07/2024
893215370		51-5193668-8 ~ 720 - 11TH AVE SE-ICE	51.98	1982	10/07/2024
893247459		51-8216739-7 ~ 4855 SCANDIA TR N - TRAFFIC	37.00	1982	10/07/2024
893250136		51-0010258367-0 ~ 20116 FERN GLEN CT N - STREET	14.38	1982	10/07/2024
893258874		51-0010257805-9 ~ 20126 FERN GLEN CT N-STR	15.34	1982	10/07/2024
893259901		51-8919722-8 ~ 208 8TH ST NW - TOWER	225.02	1982	10/07/2024
893262624		51-9753120-9 ~ 1601 11TH AVE SW-BRIDGE	74.89	1982	10/07/2024
893264211		51-0010257806-0 ~ 20187 FERN GLEN BLVD N-S	18.88	1982	10/07/2024
893278757		51-0011646952-3 ~ 1872 FOREST BLVD	10.68	1982	10/07/2024
893297801		51-9828587-1 ~ 97 BROADWAY AVE W - TRAFFIC	92.98	1982	10/07/2024
893310180		51-0012332089-3 ~ 204 LAKE STREET N UNIT-TRAFFIC	26.71	1982	10/07/2024
893319765		51-0013225636-0 ~ 6358 SCANDIA TRL N	14.43	1982	10/07/2024
893356874		51-0014133698-0 ~ 220 5TH ST NW	53.11	1982	10/07/2024
893369656		51-0013429969-4 ~ 767 4TH ST SW	642.90	1982	10/07/2024
893421313		51-4372874-7 ~ 406 15TH ST SW-LIFT	384.20	1982	10/07/2024
893424012		51-5193670-2 ~ 456 3RD ST NW-PUMP	2,447.07	1982	10/07/2024
893427425		51-5193661-1 ~ GOVMNT BLDG	704.43	1982	10/07/2024
893436401		51-5193666-6 ~ CITY GARAGE	496.88	1982	10/07/2024
893444524		51-5193669-9 ~ 777 4TH ST SW RINK & WARMING HOUSE	42.36	1982	10/07/2024
893449655		51-5193673-5 ~ 1850 8TH ST SE - WTP	142.84	1982	10/07/2024
893451766		51-7342887-2 ~ 5295 SCANDIA TR N-TRAFFIC	37.29	1982	10/07/2024
893493811		51-0012384369-1 ~ 7865 SCANDIA TRL N	39.01	1982	10/07/2024
893522051		51-0239658-9 ~ LIFT STATIONS	255.97	1985	10/09/2024
893526387		51-0830223-8 ~ 6728 NORTH SHORE TRL N-ELEC	12.48	1985	10/09/2024
893585136		51-8829533-8 ~ 21036 KAROLINE CT N-LIFT	53.38	1985	10/09/2024
893647061		51-0014003458-5 7686 NORTH SHORE CIR LIFT STATION	37.78	1985	10/09/2024
893670777		51-0014133727-6 ~ 23845 GRANADA AVE N LIFT STATION	40.24	1985	10/09/2024
893674073		51-0014644299-0 ~ 9597 NORTH SHORE TRL N UNIT-LIFT STATION	36.03	1985	10/09/2024
893678315		51-0013131153-7 ~ 10100 SCANDIA TRL N	25.63	1985	10/09/2024
893778285		51-4770834-3 ~ 21640 HARROW AVE N	473.96	1989	10/10/2024

Vendor Code	Vendor Name				
	Invoice	Description	Amount	Check #	Check Date
	893917110	51-0014224434-5 ~ 21228 KIEBLER CT N	22.02	1989	10/10/2024
	894411979	51-5193669-9 ~ AUTO PROTECTIVE LIGHT	9.66	1993	10/15/2024
	894432340	51-5193679-1 ~ AIRPORT	31.52	1993	10/15/2024
	895203606	51-5193663-3 ~ TRAFFIC SIGNALS	86.69	1990	10/11/2024
TOTAL FOR: XCEL ENERGY			15,491.07		
TOTAL - ALL VENDORS			733,005.12		



City Council

Special Meeting

~ Minutes ~

1408 Lake Street South
Forest Lake, MN 55025
www.ci.forest-lake.mn.us

October 14, 2024

6:00 PM

City Center - Council Chamber

[City of Forest Lake - Livestream and Recorded Meetings](#)

1. Call to Order

2. Roll Call

Attendee Name	Title	Status	Arrived
Mara Bain	Mayor	Present	
Sam Husnik	Councilmember	Present	
Hanna Valento	Councilmember	Present	
Leif Erickson	Councilmember	Present	
Blake Roberts	Councilmember	Present	

3. Review City Administrator Semi-Finalist Applications

Karl Amlie from Specialized Recruiting Group provided an overview of the candidates.

Mayor Bain asked if candidate five was open to proceeding with the search even if the process was not held after the election.

Mr. Amlie answered that he was open to moving forward but preferred to do so after the election.

Mayor Bain stated that all candidates must go through a robust reference check before conducting interviews. All candidates would need to authorize this step before the election.

Councilmember Erickson said that elections occur every two years, so that candidate was not a good option.

Mayor Bain suggested removing candidate five from the list.

Councilmember Valento confirmed this information.

Mayor Bain voiced surprise with candidate one and the actions in the last forty-eight hours. She said that the previous process would have removed candidate one from the list, but she suggested setting a firm deadline with information for these candidates for secondary review.

Councilmember Erickson asked if she was suggesting coming up with a candidate list before making the information public.

Mayor Bain confirmed that she wanted to provide time for the Specialized Recruiting Group to collect information from finalists before the finalist interviews. She expressed concerns about limiting finalists.

Councilmember Erickson said that the election plays a role for candidate one.



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Mr. Amlie said that candidate one was a finalist for a city in 2021 and for another city in 2022.

Councilmember Roberts stated that it would be beneficial to give candidate one a deadline to provide additional time for collecting information.

Mayor Bain commented there would be four potential contenders. She asked if it would be beneficial to invite all four candidates.

Councilmember Erickson suggested inviting all four candidates to an interview.

Mayor Bain said that there were enough caveats with the candidates, so it would be beneficial to invite all four. She struggled to narrow down the candidate pool beyond four candidates.

City Attorney Johnson said another city completed a city administrator search and kept everything private. She explained the process they took to allow privacy for candidates while still allowing for public information. She suggested the way that Forest Lake could follow a similar protocol. She commented that the City could attempt to maintain privacy for their candidates during the interview process. She stated that the background check is robust with random references, which the candidates would have to be okay with.

Mr. Amlie stated that he would need a week to complete background checks. Criminal background checks can be completed within forty-eight hours. He asked about Andover keeping their city administrator search private.

City Clerk/Interim City Administrator Chaika said the search was originally kept quiet because of internal candidates.

Mayor Bain voiced concerns about giving assurance of anonymity with the robust reference check, department head interview, and stakeholder interview, noting the City cannot guarantee total anonymity.

City Attorney Johnson commented they could mitigate publicity until interview day. Their names could not be in the agenda, but names would be circulated for the stakeholder and department head interview. She asked what date would be possible for the interview process and if Friday, November 8th would be possible.

City Clerk/Interim City Administrator Chaika voiced concern about holding interviews November 12th because of additional agenda items.

Mayor Bain suggested November 13th.

Councilmember Erickson requested avoiding November 13th.



City Council

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1408 Lake Street South
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Mr. Amlie suggested November 15th, as Fridays tend to be better for paid time off for candidates traveling from out of state.

Mayor Bain confirmed the possibility of November 15th.

Councilmember Roberts suggested holding the interviews before the election. He voiced concerns about keeping information quiet until after the election.

City Attorney Johnson stated that the City needs to give candidates and stakeholders reasonable notice.

Mayor Bain voiced concern about a lengthy interview process and losing candidates.

Councilmember Erickson suggested November 1st.

Mr. Amlie said that candidate one might not remain interested if the interview process happens before the election.

City Attorney Johnson asked about interviewing on November 1st, starting with a tour, lunch, and interviews. She asked whether they would want to decide on November 1st or wait until November 4th.

Mayor Bain suggested deciding the finalist on November 1st if there were robust background checks completed.

City Attorney Johnson said that they could decide on a November 4th meeting by Friday, November 1st.

Mayor Bain asked if a 5 pm meeting would work on November 4th. This would be a backup plan.

City Attorney Johnson confirmed that she would be available. She summarized the stakeholder attendees for the interviews. She summarized the department head interview and the City Council interview. She reviewed possible rankings and feedback to determine the City Council candidates. She asked if it was reasonable for the background checks to be completed by October 28th. She commented that she would work with Mr. Amlie on retracted materials for department heads and stakeholders.

Mr. Amlie suggested a deadline of October 21st for candidates to accept to be a finalist.

Mayor Bain commented that October 16th would be an appropriate deadline to accept being a finalist.



City Council

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1408 Lake Street South
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October 14, 2024

6:00 PM

City Center - Council Chamber

City Attorney Johnson asked whether \$1,200 was appropriate for covering candidate travel costs. One individual spent a little more than \$1,200 for the last interview process, while the other candidates spent way less.

Motion: Councilmember Valento made a Motion to Approve \$1,200 in reimbursement for travel costs. Motion seconded by Councilmember Erickson. Motion carried 5-0.

City Attorney Johnson clarified that candidates' names would not be published in a press release or agendas.

Councilmember Roberts asked about doing a press release on Thursday, October 17th after candidate one decided their commitment.

Mayor Bain said that they did not need a press release, but she wanted the information to be publicly available.

Mr. Amlie read a message he received from candidate one requesting to withdraw the name from the process if the interviews would be held before the elections. Mr. Amlie said that candidate three had two upcoming interviews in October and November. Another candidate completed an interview and will know the results on Wednesday, October 16th.

Councilmember Roberts asked for clarification about candidate one's hesitation with the election. He voiced concern about extending the burden on current staff workload by extending the search process.

City Clerk/Interim City Administrator Chaika said that it would likely be that the City Administrator would start around the beginning of January.

City Attorney Johnson commented that individuals have jobs, which brings concerns about publicizing candidate information. She asked whether there were three candidates in the pool that the City Council would be satisfied with for City Administrator.

Councilmember Erickson voiced support for moving forward with the three prospective candidates.

Mayor Bain suggested they hold interviews on November 1st and, if necessary, they could interview additional candidates after the elections.

City Attorney Johnson asked how they would respond if there were two candidates.

Mayor Bain responded that they should proceed with interviews with two candidates. She suggested moving forward with interviews with the candidate pool with the understanding that the deliberations do not need to occur immediately.



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City Attorney Johnson summarized the interview process for November 1st and clarified that they would not have a press release.

Mayor Bain clarified that Mr. Amlie would confirm with candidates that they agreed to the interview process. She requested confirmation from Mr. Amlie after that day.

4. Adjourn

Motion: Councilmember Husnik made a Motion to Adjourn the Special City Council Meeting at 6:53 p.m.

Motion seconded by Councilmember Valento. Motion carried 5-0.



City Council

Regular Meeting

~ Minutes ~

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Monday, October 14, 2024

7:00 PM

City Center - Council Chamber

[City of Forest Lake - Livestream and Recorded Meetings](#)

1. Call to Order

2. Roll Call

Attendee Name	Title	Status	Arrived
Mara Bain	Mayor	Present	
Sam Husnik	Councilmember	Present	
Hanna Valento	Councilmember	Absent	
Leif Erickson	Councilmember	Present	
Blake Roberts	Councilmember	Present	

3. Pledge of Allegiance

4. Approve the Agenda (Action)

Motion: Councilmember Erickson made a Motion to Approve the Agenda as presented.
Motion seconded by Councilmember Husnik. Motion carried 4-0.

5. Open Forum – Citizen Petitions, Requests, and Concerns

*The Open Forum is available for residents to express personal opinions for any item of business.
Please limit your comments to three (3) minutes.*

Comments:

John Waller, 14010 Homestead Avenue, Hugo, noted that he is the manager of the Rice Creek Watershed District. He said that he was talking as a private citizen. He passed out the collections from the Rice Creek Watershed District, encouraged individuals to observe how the money is spent, and reviewed the Forest Lake contribution. He thanked the Forest Lake staff for the comments sent to the Rice Creek Watershed District and the City Council for the letter about his previous reappointment.

Don Theisen, 20411 206th Drive Circle North, spoke on behalf of the Forest Lake Pickleball Association. He thanked the City Council for the improvements made at Fenway Park in 2024. He suggested that the City Council take action to correctly resurface the Fenway Pickleball Courts. He said that the Forest Lake Pickleball Association wanted to be a partner in this project.

Cynthia Lehman, 8559 Northshore Trail, spoke about the repairs on the pickleball courts at Fenway Park. She said that within two days of the courts being reopened to the public, there was bubbling on the surface of the court. This bubbling created open spaces on the court. She summarized a conversation she had with the contractor about the court resurfacing. She said no cracks were fixed, but they filled in divots and these fillings were not level.



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Monday, October 14, 2024

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City Center - Council Chamber

Mark Salzman, 21273 Floral Bay Drive, said that he is the new president of the Clear Lake Association. He voiced support for Item K on the Consent Agenda. He noted that the funding agreement would set the lake up for future success. Clear Lake has zebra mussels and recently spent money on weed control for the lake. He stated that there was an increase in membership with the Clear Lake Association.

Eugene Huerstel, 10234 204th Street, said that many people wanted the pickleball courts to be finished correctly.

6. Consent Agenda Considerations (Action Items)

- a. Approve City Bills
- b. Approve Minutes from September 16, 2024 Council Special Meeting
- c. Approve Minutes from September 16, 2024 Council Workshop
- d. Approve Minutes from September 23, 2024 Council Meeting
- e. Approve Minutes from September 30, 2024 Council Special Meeting
- f. Approve Amendment to American Legion Agreement
- g. Approve Exempt Gambling Permit Application for Forest Lake Hockey Association
- h. Approve Temporary On-Sale Liquor License for Invisible Wounds Project
- i. Renewal JPA with Washington County for Mass Community Notification System
- j. Approve Pricing Addendum with Companion Animal Control
- k. Approve Funding Support Agreement for Aquatic Invasive Species and Lake Management Activities on Clear Lake
- l. 2024 Reclamation and Double Chip Seal Project – Contractor’s Request for Payment No. 2 and FINAL
- m. 2024 Street Pavement Maintenance Project – Contractor’s Request for Payment No. 4
- n. Approve Proposals for Professional Services for Forest Lake Airport – Clear Zone Acquisition Plan and Forest Lake Airport – Runway 13/31 and Taxiway A 300-foot Extension
- o. Approve Contractor Pay Request #3 Taxiway A3 and Taxilane Bravo Extension Project
- p. Contractor Pay Request #1 Airport Pavement Maintenance Project
- q. Approve Professional Service Agreement with MSA Professional Services for Zoning Ordinance Textual Amendments Phase 2
- r. Resolution 10-14-23-03: Appointment Interim City Administrator
- s. Approve Personnel Policy Amendment
- t. Declare Surplus Equipment

Motion: Councilmember Husnik made a Motion to Approve the Consent Agenda Items 6.a. through 6.t. Motion seconded by Councilmember Erickson. Motion carried 4-0.

7. Regular Agenda (Action Items)

- a) **Lake Area TV/Forest Lake Cable Commission 2025 Budget – Paul Peterson, LATV**
LATV Access Coordinator Peterson summarized the work he does in the community to produce and stream different City meetings, student work, and more. He stated he was nominated for a



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City Center - Council Chamber

community service Emmy for the filming of a car crash simulation. He explained the difficulties of the budget with growing streaming services rather than cable stations. He noted that they are over budget primarily related to the audit.

Mayor Bain asked about the expiration of the joint powers agreement. LATV Access Coordinator Peterson answered that the joint powers agreement expires in 2028.

Mayor Bain said that it would be helpful to consider other sources of funding, especially given the many services offered by the Lake Area TV/Forest Lake Cable Commission. She explained the importance of the audit.

LATV Access Coordinator Peterson said he would be streaming the election results live.

Motion: Councilmember Erickson made a Motion to Approve the Lake Areas TV/Forest Lake Cable Commission 2025 Budget.

Motion seconded by Councilmember Roberts. Motion carried 4-0.

b) Resolution 10-14-24-01: TIF Transfer – Kevin Knopik

Finance Director Knopik said that the TIF District was decertified in 2022. He recommended moving the remaining TIF balance into the Capital Improvement Fund which was utilized by the TIF District.

Motion: Councilmember Husnik made a Motion to Adopt Resolution 10-14-24-01, TIF Transfer.

Motion seconded by Councilmember Erickson. Motion carried 4-0.

c) Veterans Memorial Design Approval – Abbi Wittman

Community Development Director Wittman reviewed the Veterans Memorial Design and stated they are fundraising to construct the project. She described the new aspects of the design, which need to be approved for the Committee to proceed with their fundraising reports.

A video was shown to describe the project in Forest Lake.

Gary Lee summarized the history of the Veterans Memorial Committee. He explained the different variations of the design and the current goal of the design. He said that they received favorable reviews of the design from individuals in the community. He noted that they needed to raise \$250,000 for the project and would go to the State Legislature to request additional funds.

Community Development Director Wittman said that they will present again at the City Council between now and March. She noted that the City Council might not give formal approval without the funds.

Councilmember Husnik voiced appreciation for the design.



City Council

Regular Meeting

~ Minutes ~

1408 Lake Street South
Forest Lake, MN 55025
www.ci.forest-lake.mn.us

Monday, October 14, 2024

7:00 PM

City Center - Council Chamber

Councilmember Roberts agreed with this statement.

Councilmember Erickson asked if there was a non-profit element of the donations. Community Development Director Wittman explained that the City of Forest Lake can provide documentation for individuals for tax purposes.

Councilmember Erickson explained that companies provide matches for donations to 5013Cs.

Mayor Bain complimented the video and said that she would support the design. She suggested a phased approach if funding becomes problematic.

Community Development Director Wittman said she would continue to work with the Committee on the project.

Motion: Mayor Bain made a Motion to Approve the Veteran's Memorial design as presented. Motion seconded by Councilmember Roberts. Motion carried 4-0.

d) Beltz Park Improvements – Dave Adams

Public Works Director Adams provided multiple options for how to utilize the State grant for the Beltz Park improvement project. He said that a playground would be \$500,000, while the grant provides \$300,000. He explained that the downside to the playground would be the regular capital improvement maintenance. Option two would be a shared parking lot, but they received some unfavorable feedback about this idea.

Councilmember Erickson asked for additional feedback from the watershed district. Public Works Director Adams explained that they have created a new stormwater facility and the additional impervious surface would require additional stormwater planning. He reviewed the different design aspects for drainage.

Councilmember Erickson said that the watershed district had an interest in partnering with the project and they should look for available grants.

City Engineer Goodman stated that they should provide a more distinctive direction. The project would be required to build a best management practice to meet stormwater rules and requirements but expanding the best management practice would take up more buildable space in the park.

Councilmember Erickson stated that he would want to preserve as much of the park as possible

Mayor Bain agreed.

Councilmember Roberts asked about the unfavorable agreement with Saint Peters. Public



City Council

Regular Meeting

~ Minutes ~

1408 Lake Street South
Forest Lake, MN 55025
www.ci.forest-lake.mn.us

Monday, October 14, 2024

7:00 PM

City Center - Council Chamber

Works Director Adams explained the parking lot spaces at Saint Peters, the option to build a public parking lot, and the benefits associated with this option.

Councilmember Roberts asked about an option to negotiate a short-term agreement for parking at Saint Peters. He requested feedback about this decision.

Mayor Bain noted concerns about the annual costs and the liability with the agreement. One reason to consider a public parking lot would be to avoid annual negotiations and costs. She discussed the various benefits and concerns of building a public parking lot.

Councilmember Roberts asked if the parking lot piece needed to be considered for the grant dollars. He voiced concerns about losing the funding and suggested additional conversations for short-term parking at Saint Peters.

Councilmember Husnik stated that people would park in Saint Peters for sledding.

Councilmember Erickson explained the benefits of option two and voiced his favor for that option.

Public Works Director Adams discussed various issues with options one and two, noting there is another conversation about whether there should be full-service restrooms at all public parks. He discussed centralizing the parking lot, which would still allow for space in the lower part of the park.

Mayor Bain noted that the central parking space would align with the amenities of the park. She said the parking agreements can change, so public parking long term would be a good option.

Councilmember Roberts asked about the total cost of the court project. Public Works Director Adams answered that the court project was \$450,000. Councilmember Roberts commented that it could be beneficial to wait to build the parking lot while the City considers what the rest of the park would look like.

Mayor Bain asked if Councilmember Roberts was comfortable with option one. Councilmember Roberts suggested allowing for additional time to get a Parks Commission seated prior to deciding upon the parking lot.

Mayor Bain asked if the add-on features in option two that were not included in option one could be a future project phase. Public Works Director Adams answered that they would spend \$50,000 to tear out what was put in originally, plus additional costs of rising interests.

Councilmember Erickson asked when they needed to decide between option one and option two. Public Works Director Adams said that they need to get approval from the Department of Natural Resources.



City Council

Regular Meeting

~ Minutes ~

1408 Lake Street South
Forest Lake, MN 55025
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Monday, October 14, 2024

7:00 PM

City Center - Council Chamber

Mayor Bain asked if the legal team could have a month to work with the church to consider the parking lot. Community Development Director Wittman noted that the final site plan needed to be provided to the Department of Natural Resources for grant purposes.

Public Works Director Adams summarized the decision that needed to be made.

Mayor Bain said that there was consensus on option one, but they need to consider whether to add additional parking. She said that the risk of not moving forward with the parking lot is that it would be more expensive in the future.

City Clerk/Interim City Administrator Chaika reviewed information from the legal team, noting that the church has an aggressive ask for the parking lot agreement compared to the current agreement. The legal team would like to hold this conversation at the development team meeting on Wednesday.

Motion: Mayor Bain made a Motion to Approve Option Two.
Motion seconded by Councilmember Erickson.

Councilmember Roberts asked about waiting to decide until the full City Council is present and until after the development meeting.

Public Works Director Adams talked about the potential to revisit the discussion at the City Council meeting on October 28th. He noted that the final decision would need to be made during that meeting because he did not know how long it would take for the federal government to approve the project design.

Mayor Bain withdrew the motion.

Motion: Mayor Bain made a Motion to Table the discussion of Beltz Park Improvements until October 28, 2024.

Motion seconded by Councilmember Husnik. Motion carried 4-0.

e) Resolution 10-14-24-02: Accepting Donation from Grand Casino – Mayor Bain and City Council

Motion: Mayor Bain made a Motion to Adopt Resolution 10-14-24-02, Accepting Donation from Grand Casino, with gratitude.

Motion seconded by Councilmember Erickson. Motion carried 4-0.

8. Discussion

a) Your Boat Club – Abbi Wittman

Community Development Director Wittman provided a history of the lease agreement with Your Boat Club. She reviewed the data in the staff report about the slip rental. She noted that Your



City Council

Regular Meeting

~ Minutes ~

1408 Lake Street South
Forest Lake, MN 55025
www.ci.forest-lake.mn.us

Monday, October 14, 2024

7:00 PM

City Center - Council Chamber

Boat Club draws people to Forest Lake from the metro and different states. She commented that the staff would not recommend a ten-year agreement and noted the various reasons for this recommendation. She suggested a shorter lease to address changes, including the Shoreline Improvement Plan.

Councilmember Roberts asked about the cost of adding new slips and if it would trigger a Department of Natural Resources study. Community Development Director Wittman answered that the marina is entirely maxed out without a study. She had not looked into the costs of a study, but could look into this option. The City previously issued a conditional use agreement for the area which would need to be reviewed.

Councilman Roberts asked about the short-term opportunity to increase visitor usage by adding some more slips, and if it would be good to explore. Community Development Director Wittman said that the City gave permission to lease out twelve slips. They had not been filling out all twelve slips, so there might be an opportunity for more general rentals. This option would change the original language.

Mayor Bain suggested renewing the lease for a shorter term and considering a long-term plan.

Community Development Director Wittman suggested a three-year lease agreement.

Councilmember Roberts voiced agreement with the suggestion.

Informational; no action required.

9. Staff Updates

City Clerk/Interim City Administrator Chaika stated that they are accepting applications for the Airport Commission and the Economic Development Authority.

Community Development Director Wittman discussed the CDA notice for housing tax credits to use within the City of Forest Lake. She discussed the rehabilitation of Westridge Town Homes.

Public Works Director Adams said that the Recreation Coordinator started today. He discussed the bubbling surface of the pickleball court. Councilmember Roberts asked about the depressions. Public Works Director Adams discussed the maintenance project. Councilmember Roberts asked if the same contractor was working on Beltz Park. Mayor Bain hoped that there would be a more satisfactory resolution for the pickleball courts. Public Works Director Adams commented that patches would not match completely.

Mayor Bain discussed the email about beaver dam issues. Public Works Director Adams answered that the beaver dam was outside of Forest Lake. They could have conversations with the Rice Creek Watershed District as they are aware of the issue.



City Council

Regular Meeting

~ Minutes ~

1408 Lake Street South
Forest Lake, MN 55025
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Monday, October 14, 2024

7:00 PM

City Center - Council Chamber

Finance Director Knopik stated that the budget open house would be held on November 12, 2024. He is working on documents for this open house and will offer an online option to provide feedback.

10. Mayor and City Council Updates

None.

11. Closed Session

Motion: Mayor Bain made a Motion to Move into Closed Session Pursuant to Minnesota Statutes §13D.03 (b) for Labor Negotiation Strategy Discussion
Motion seconded by Councilmember Husnik. Motion carried 4-0.

The Regularly Scheduled Council Meeting reconvened at 9:48 p.m.

12. Adjourn

Motion: Councilmember Husnik made a Motion to Adjourn the Regularly Scheduled Council Meeting at 9:49 p.m.
Motion seconded by Councilmember Roberts. Motion carried 4-0.

STAFF REPORT

MEETING DATE: October 28, 2024

STAFF ORIGINATOR: Jolleen Chaika, City Clerk

AGENDA ITEM: LG220 Exempt Gambling Permit – Ducks Unlimited

INTRODUCTION:

The Roseville Chapter of Ducks Unlimited, a non-profit organization, has applied to conduct a raffle on December 07, 2024 at Friar's.

ANALYSIS:

Pursuant to Minn. Stat. 349.166, organizations are eligible to obtain an exempt permit to conduct a raffle without obtaining a full gambling license and without abiding by all provisions required by licensed organizations if:

- The organization conducts lawful gambling on five or less days per year;
- The organization does not award more than \$50,000 in prizes for lawful gambling in a calendar year;
- The organization submits a board-prescribed application and pays a fee of \$100 to the board for each gambling occasion, and receives an exempt permit number from the board...The application must include the date and location of the occasion and the types of lawful gambling to be conducted;
- The organization notifies the local government unit 30 days before the lawful gambling occasion;
- The organization purchases all gambling equipment and supplies from a licensed distributor; and,
- The organization reports to the board, on a single-page form prescribed by the board, within 30 days of each gambling occasion, the gross receipts, prizes, expenses, expenditures of net profits from the occasion, and the identification of the licensed distributor from whom all gambling equipment was purchased.

Additionally, City Ordinance, Section 116.10 requires that any organization applying for any lawful gambling permit under Minn. Stat. 349.166 must obtain a local (city) permit specific to the dates. No background check is required for exempt or excluded gambling permit approval.

Ducks Unlimited meets all state and local requirements for local approval of the submitted LG220 application.

RECOMMENDATION:

If removed from the Consent Agenda: Move to approve LG220 for Ducks Unlimited and authorize City Clerk to sign application for remittance to the Minnesota Gambling Control Board.

ATTACHMENTS:

LG220 Application for Exempt Permit

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit4/23
Page 1 of 3

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Ducks Unlimited Roseville Chapter 209

Previous Gambling Permit Number: X- 62099

Minnesota Tax ID Number, if any: 26-3145912

Federal Employer ID Number (FEIN), if any: 41-1597087

Mailing Address: 4914 101st Lane NE

City: Circle Pines State: MN Zip: 55014 County: Anoka

Name of Chief Executive Officer (CEO): Michael Hoffman

CEO Daytime Phone: [REDACTED] CEO Email: [REDACTED]
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Friar's

Physical Address (do not use P.O. box): 1500 Lake St. S.

Check one:

☒ City: Forest Lake Zip: 55025 County: Washington

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 12-07-2024

Check each type of gambling activity that your organization will conduct:

☒ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)****CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Mike Hoffman* Date: 10-11-2024

(Signature must be CEO's signature; designee may not sign)

Print Name: Michael Hoffman**REQUIREMENTS****Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

STAFF REPORT

MEETING DATE: October 28, 2024

STAFF ORIGINATOR: Jolleen Chaika, City Clerk

AGENDA ITEM: LG220 Exempt Gambling Permit – Rocky Mountain Elks Foundation

INTRODUCTION:

The East Central Chapter of the Rocky Mountain Elks Foundation, a non-profit organization, has applied to conduct a raffle on January 24, 2025 at the Forest Lake American Legion.

ANALYSIS:

Pursuant to Minn. Stat. 349.166, organizations are eligible to obtain an exempt permit to conduct a raffle without obtaining a full gambling license and without abiding by all provisions required by licensed organizations if:

- The organization conducts lawful gambling on five or less days per year;
- The organization does not award more than \$50,000 in prizes for lawful gambling in a calendar year;
- The organization submits a board-prescribed application and pays a fee of \$100 to the board for each gambling occasion, and receives an exempt permit number from the board...The application must include the date and location of the occasion and the types of lawful gambling to be conducted;
- The organization notifies the local government unit 30 days before the lawful gambling occasion;
- The organization purchases all gambling equipment and supplies from a licensed distributor; and,
- The organization reports to the board, on a single-page form prescribed by the board, within 30 days of each gambling occasion, the gross receipts, prizes, expenses, expenditures of net profits from the occasion, and the identification of the licensed distributor from whom all gambling equipment was purchased.

Additionally, City Ordinance, Section 116.10 requires that any organization applying for any lawful gambling permit under Minn. Stat. 349.166 must obtain a local (city) permit specific to the dates. No background check is required for exempt or excluded gambling permit approval.

The Rocky Mountain Elks Foundation meets all state and local requirements for local approval of the submitted LG220 application.

RECOMMENDATION:

If removed from the Consent Agenda: Move to approve LG220 for the Rocky Mountain Elks Foundation and authorize City Clerk to sign application for remittance to the Minnesota Gambling Control Board.

ATTACHMENTS:

LG220 Application for Exempt Permit

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: East Central Chapter- Rocky Mountain Elk Foundation Previous Gambling Permit Number: 92301

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 81-0421425

Mailing Address: _____

City: _____

Name of Chief Executive Officer (CEO): Patrick McMullen

CEO Daytime Phone: _____ CEO Email: _____

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Forest Lake American Legion

Physical Address (do not use P.O. box): 355 West Broadway Ave

Check one:

☒ City: Forest Lake Zip: 55025 County: Anoka

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 1-24-2025

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). ☐ The application is denied.	☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. ☐ The application is denied.
Print City Name: _____	Print County Name: _____
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date: _____	Title: _____ Date: _____
The city or county must sign before submitting application to the Gambling Control Board.	TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: 10-10-2024
(Signature must be CEO's signature; designee may not sign)

Print Name: Patrick McMullen

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
Complete a separate application for: - all gambling conducted on two or more consecutive days; or - all gambling conducted on one day. Only one application is required if one or more raffle drawings are conducted on the same day. Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board. Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).	Mail application with: _____ a copy of your proof of nonprofit status; and _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100 ; otherwise the fee is \$150 . Make check payable to State of Minnesota . To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113 Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

STAFF REPORT

MEETING DATE: October 28, 2024
STAFF ORIGINATOR: Ken Roberts, City Planner
AGENDA ITEM: Contract for Abatement Services

INTRODUCTION:

The City of Forest Lake solicited quotes from contractors to provide the City with abatement services for mowing, snow and ice removal and for securing properties. Staff solicited the quotes for these services from area contractors as part of the City's more aggressive code enforcement program to help ensure properties are maintained to minimum City standards.

ANALYSIS:

Staff solicited proposals for these services from several contractors in the area. The City received only one proposal – from RJ's Property Maintenance, Inc. of Hugo.

Staff has reviewed their proposal and has found it acceptable. The attached proposed contractor agreement for services would be for a calendar year to include snow and ice removal, the mowing of properties, securing properties and the cleaning of trash and debris. The proposed contract will memorialize this agreement for services between the contractor and the City.

RECOMMENDATION:

Should the City Council agree with the terms outlined in the Agreement, the City Council should *move to approve the Agreement for Professional Services between the City of Forest Lake and RJ's Property Maintenance, Inc. for November 2024 - 2025.*

ATTACHMENTS:

1. Request for Quotes
2. Completed Quote Form – RJ's Property Maintenance dated July 26, 2024
3. Proposed Agreement for Abatement Services Contract



REQUEST FOR QUOTES

**FOR YEAR 2024-2025 AS-NEEDED MOWING, SNOW AND ICE REMOVAL,
AND PROPERTY CLEAN UP AND SECURING
ABATEMENT SERVICES CONTRACT**

DEADLINE: July 26, 2024 - 12:00 PM (NOON)

SECTION I. GENERAL INFORMATION

A. OBJECTIVE

The purpose of this request is for the City of Forest Lake ("City") to receive quotes for as-needed abatement services related to mowing, snow and ice removal and/or property clean up and securing services.

B. QUOTE SUBMISSION

All Bidders shall utilize the attached Quote Form for fixed-rate pricing for contracted services anticipated to be performed from August 12, 2024 to December 31, 2025.

The Work Description section of the quote form has been divided into four parts (A-D) and will be accepted for one, two, three or all four parts of the proposal. Submissions with interest in one or more portions are acceptable. Failure to submit a bid for two or more parts will not be used against a contractor. However, the City may select one contractor for all four parts.

The City will only accept Quotes via email to: zoning@ci.forest-lake.mn.us.

The City will not accept Quotes without a signature. The City is not responsible for the failures of the electronic mail service.

1. SALES TAX

The work being performed is subject to Minnesota Sales Taxes. The total for each quote must include any applicable sales taxes. The City will not honor bills submitted for sales taxes above the quote price.

2. PAYMENT CONDITIONS

All quotes shall specify the terms and conditions of payment, which the City will consider as part of, but not control, the award of the contract.

3. INSURANCE

Interested Contractors must submit Proof of Comprehensive General Liability, Auto Liability and Workers Compensation Insurance with each quote to be considered by the City. Deductibles, of any type, are the responsibility of the Contractor.

The Contractor must provide to the City satisfactory proof that it has obtained liability insurance coverage of at least the statutory limits for municipalities covering claims that might be brought against the event that arise out of the events authorized by this Contract and to name the City as an additional insured on their policy "as their interest may appear" for the entire term of the contract. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

City of Forest Lake
Community Development Department
1408 Lake Street South
Forest Lake, MN 55025

C. POST QUOTE SUBMISSION STIPULATIONS

1. CHANGES OR ALTERATIONS

Contractors may not change or alter any part of the quote after submitting it to the City. Contractors must submit written requests to the City to change any specifications/conditions with their quote. Changes made to a quote without submission of a written request to the City may result in disqualification at the City's sole discretion.

2. REQUEST FOR NON-CONSIDERATION

Quotes submitted to the City cannot be withdrawn prior to the deadline. A request by a Contractor for non-consideration of quotes by the City must be made in writing and received by the City prior to the deadline. After the City has reviewed other quotes, the quote for which the Contractor has properly requested non-consideration by the City may be returned at the sole discretion of the City. The Contractor, in submitting a quote, warrants and guarantees the quote has been carefully reviewed and checked and that it is in all things true and accurate, is free of mistakes and that the Contractor will not and cannot withdraw such a quote because of any mistake committed by the Contractor.

D. QUOTE CONSIDERATION / TABULATION

The City will tabulate all Quotes for comparison based on the prices and quantities and/or by the best value method. Until the final award of the Contract, the City reserves the right to reject any or all quotes, to waive technicalities, to request new quotes or propose to do the work otherwise in the best interests of the City.

The City will consider the following items when an award is based on best value:

- The purchase price;
- The reputation of the Contractor and of the Contractor's goods or services;
- The quality of the Contractor's goods or services;
- The extent to which the goods or services meets the City's needs;
- The extent to which the Contractor has demonstrated success in similar contracts;
- Any relevant criteria specifically listed in the request for quote.

E. REJECTION OF QUOTES

The City reserves the right to reject any or all quotes or to waive technicalities at its option when in the best interests of the City. The City will consider Quotes to be irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate quotes or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all quotes and all quotes submitted are subject to this reservation. The City may reject Quotes, among other reasons, if the City receives the Quote after the deadline for receiving quotes as stated in the request, if the Quote contains any irregularities or for unbalanced value of any items.

The City may disqualify Contractors and not consider their quotes for a variety of reasons or for any of the following specific reasons:

- Reason for believing collusion exists.
- Reasonable grounds for believing that any Contractor is interested in more than one quote for the work contemplated.
- The Contractor being interested in any litigation against the City.
- The Contractor being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work that in the judgment of the City, will prevent or hinder the prompt completion of additional work if the City awarded them the Contract.
- Incomplete quote forms, except for the Work Description section.

SECTION II. CONTRACT WORK

A. DEFINITIONS

"Acreage" shall mean any property having a total area of 43,560 square feet (1 acre) or greater.

"Authorized notice" shall mean a written or verbal notice from the City of Forest Lake to perform specific work at a specific location.

"City" shall mean the City of Forest Lake, Minnesota.

"Cleaning and removal of trash, debris and other deposited material" shall mean any method by which filth, weeds, trash, rubbish, refuse or other matter that might be unhealthy and/or unsightly is removed from any acreage or lot and disposed of as approved by the City and delineated in the City Code and in the specifications for this contract.

"Contractor" shall mean the person or firm, awarded the Contract by the City.

"Ice Removal" shall mean any method by which snow and ice is removed from any PUBLIC SIDEWALK as approved by the City and delineated in the City Code of Ordinances.

"Lot" shall mean any property having a total area less than 43,560 square feet (1 acre).

"Recurring Mowing" shall mean subsequent mowing after the initial mowing directed by the City and specifically requested by the City to be placed on the reoccurring mowing list. Recurring mowing shall be done no earlier than 14 days since the last mowing and no more than 21 days after the last mowing. Reoccurring Mowing shall cease at the time of notification of removal by the City, notification of the property owner mowing shall not occur, and/or upon notice by the Contractor Mowing has occurred on the property.

"Reoccurring Snow Removal" shall mean subsequent snow removal after the initial Snow Removal as directed by the City and specifically requested by the City to be placed on the reoccurrence list. Reoccurring snow removal shall be conducted no less than 24 hours but no greater than 48 hours after the snow has ceased to be deposited thereon. Reoccurring Snow Removal shall cease at the time of notification of removal by the City, notification of the property owner snow and ice removal shall not occur, and/or upon notice by the Contractor Snow Removal has occurred on the property.

"Snow Removal" shall mean any method by which snow and ice is removed from the entire width of any PUBLIC SIDEWALK as approved by the City and delineated in the City Code of Ordinances.

B. SPECIFICATIONS

THE CITY SHALL STRICTLY ENFORCE ALL SPECIFICATIONS. Any property that does not meet City specifications shall be brought up to or in compliance with City specifications at the Contractor's expense upon the notification by the City.

VACANT LOT – The Contractor shall mow each lot shall in its entirety in a uniform cut. The Contractor shall complete the Mowing as near as possible to any tree, wall, fence, pole, sign, or any other structure. The Contractor shall cut or trim all remaining high grass and weeds to ensure the lot has a favorable appearance. The Contractor also shall take all necessary steps and proper action to clear the property, adjoining streets, sidewalks and public rights-of-way of all grass and weed trimmings. The Contractor must receive specific authorization from the City to clean and remove trash, debris or other deposited material from a vacant lot.

DEVELOPED LOT– When mowing a developed lot, the Contractor shall mow in a uniform cut as near as possible to any building, tree, wall, fence, pole, sign or any other structure. The Contractor shall cut or trim all remaining high grass and weeds to ensure the lot has a favorable appearance. The Contractor also shall take all necessary steps and proper action to clear the property, adjoining streets, sidewalks and public rights-of-way of all grass and weed trimmings. The Contractor must receive specific authorization from the City to clean and remove trash, debris or other deposited material from a developed lot, including public parks and open space.

ACREAGE BETWEEN ONE ACRE AND FIVE ACRES – The Contractor shall mow each parcel in its entirety in a uniform cut. The Contractor shall cut or trim any remaining high grass and weeds around trees, walls, fences, poles, signs, or any other structure. The Contractor also shall take all necessary steps and proper action to clear the adjoining streets, sidewalks and public rights-of-way of all grass and weed trimmings. The Contractor must receive specific authorization from the City to clean and remove trash, debris or other deposited material from acreage. The City shall consider five or more vacant, contiguous lots as acreage and will bill for abatement work as such.

ACREAGE BETWEEN FIVE ACRES AND TEN ACRES – The Contractor shall mow all areas within fifty feet of a curb, public right-of-way, street, the edge of a public street, sidewalk or adjacent property under different ownership in their entirety in a uniform cut. The Contractor shall mow up to the crop any agricultural areas or areas used to cultivate crops. The Contractor must receive specific authorization from the City to clean and remove trash, debris or other deposited material from acreage.

CLEANING OF TRASH, DEBRIS AND OTHER DEPOSITED MATERIAL - The Contractor shall remove all trash, debris, garbage and other deposited material from the property. Trash, debris and other deposited material may include dirt, rock, construction materials, railroad ties, furniture, appliances, machinery, implements, tires, equipment, litter, clutter, swimming pool water and any other illegally deposited or rejected matter, personal property or unsheltered storage.

The Contractor also shall level and/or remove stockpiles of dirt, aggregate or other materials after removing all trash and debris from the property. The Contractor shall seed and mulch, when required by the City, including MN-DOT 240 seed mix @ 100 lbs./acre and Type 1 Mulch with 90% coverage at two tons per acre.

The Contractor shall bag all residential debris and place the bagged debris in the designated waste receptacle or cart and then place the cart at the curb for pick-up by Republic Services. If there is no waste receptacle or cart available, the Contractor shall bag the debris and place the bagged materials in an orderly manner near the edge of the street for pick up by Republic Services. The Contractor shall take construction material to one of the following drop-off sites:

- S.R.C, 6320 East Viking Boulevard, Wyoming, Minnesota, 55092
- Walters Recycling and Refuse Public Drop off Site, 10191 Xylite Street Northeast, Blaine, Minnesota, 55449
- Twin City Refuse & Recycling Transfer Station, 318 West Water Street, Saint Paul, Minnesota, 55107
- Waste Management, 309 Como Avenue, Saint Paul, Minnesota 55103

The Contractor shall take hazardous waste to Washington County's Environmental Center site at 4039 Cottage Grove Drive in Woodbury, the new County Environmental Center at 6065 Headwaters Parkway in Forest Lake (after the County opens the facility), or any other state-licensed hazardous waste disposal site City staff determines is acceptable prior to work commencement.

The Contractor shall contact City Staff concerning other situations the Contractor may encounter before proceeding with cleanup. The Contractor shall not take any action that does not comply with all life, health and safety requirements of the City including, but not limited to, compliance with City Code Chapter 150, Building Code.

BOARDING AND SECURING OF PROPERTY - The Contractor shall install a minimum of 3/8-inch thick plywood over all broken windows, missing doors, and other openings that cannot be secured by other reasonable means. The Contractor must receive specific authorization from the City to board and secure a property. The Contractor shall not take any action that does not comply with all life, health and safety requirements of the City including, but not limited to, compliance with City Code Chapter 150, Building Code.

SECURING OF PROPERTY - The Contractor shall install the necessary padlocks, door hardware, etc. to secure doors and other unsecured openings that do not require boarding. The Contractor must receive specific authorization from the City to secure a property. The Contractor shall not take any action that does not comply with all life, health and safety requirements of the City including, but not limited to, compliance with City Code Chapter 150, Building Code.

SECTION III. CONTRACT IMPLEMENTATION

A. AUTHORIZATION

A designated representative of the City of Forest Lake shall notify the Contractor to perform specific work at a particular location. **The Contractor shall complete the requested services within two (2) days after receiving authorization.** In the event of inclement weather, the Contractor shall notify the City (in writing or by e-mail) of failure to complete requested services by the third (3rd) day; however, in any case, the Contractor shall complete such work within five (5) days after initial authorization. Failure by the Contractor to notify the City or finish the work within the timeframes indicated will subject the Contractor to liquidated damages of \$25.00 per day, per property, until the work is complete.

The City shall pay \$50.00 for trips by the Contractor to a site or property where the Contractor finds abatement has been completed prior to the Contractor arriving at the site if the arrival is within the established timeframes as outlined in Section III(A). In these instances, the Contractor shall provide the City with a single labeled photograph [as per the specifications outlined in Section III (C) of this RFQ] clearly showing the abatement of the violation and shall include the photograph with the invoice. The invoice shall clearly be labeled as a “Discontinuance Fee” with the property address.

B. GENERAL CONDITIONS

1. For work paid on a per hour basis, the Contractor shall first examine the property to estimate the number of hours they will need to complete the job before the City gives authorization to do the work. The City shall not pay the Contractor for travel time or for mileage. In the event the Contractor needs more hours than the original number of hours they estimated to complete the

job, the Contractor shall contact the designated City of Forest Lake representative in writing or by e-mail for approval to continue the work once the original estimated hours are reached and before performing any additional hours.

- a. If seed and mulch is required, the Contractor shall indicate this at this time.
2. The Contractor shall obtain and pay for any and all permits, licenses, disposal fees or any other costs required to fulfill this contract.
3. The Contractor must comply with all federal, state and local ordinances.
4. The Contractor shall protect and prevent all damage to wires, cables, structures, fences, vehicles, trees, plants and other artifacts. The Contractor, at their own expense, shall repair or replace any damage to public or private property to the satisfaction of the Owner or the City.
5. In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission or neglect of the Contractor to perform any of the covenants, acts, matters or things by this Contract undertaken; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or her or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen or suppliers the Contractor shall indemnify and save harmless the Owner and his or her officers and agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action.
6. Except as to any supplies or components that the specifications provide need not be new, all supplies and components the Contractor is to provide to under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes the furnishing of supplies or components that are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration that will flow to the City if the City authorizes the use of alternative supplies or components.
7. In the event the Contractor conducts a trip to a site where the Contractor finds abatement has been completed, the Contractor shall notify the City in writing or by e-mail within 24 hours of the site visit they did not complete or perform the work and that the property is being removed from the Reoccurring Mowing and/or Reoccurring Snow and Ice Removal list. Failure by the Contractor to perform this action will result in the City denying invoices with a Discontinuance Fee, as outlined in Section III(A) of this RFQ.

C. INVOICING

The Contractor shall take before and after photographs in digital format of the property for validation and return same to the City with EACH invoice of each job assignment. The City will return any invoice submitted without both before and after photographs as unpaid. The Contractor must take “before” and “after” photographs each and every time they perform work or provide services at a property. The photographs shall meet the following requirements:

- A minimum of three “before” and “after” photographs are required per visit.

- At least one “before” and one “after” photograph must each identify the address or unique, identifiable location of the work site or property.
- The “before” and “after” photographs must clearly validate the work performed.
- Photographs shall be a minimum of 3.2 megapixels, 1600 x 2000 resolution (pixels).

Invoices shall reflect separate charges for each category of work performed with no more than one property on any detail sheet. Invoices shall indicate the date(s) of service shall otherwise comply with City purchasing procedures unless waived by the City. Orders will be placed by the City and must be given a Purchase Order Number to be valid. The City will not make payments on invoices not listing a Purchase Order Number. The City will not make partial payments.

The Contractor shall submit an invoice to the City for work performed within fourteen (14) days following completion of the requirements of the contract to:

Community Development Department
Forest Lake City Hall
1408 Lake Street South
Forest Lake, MN 55025

zoning@ci.forest-lake.mn.us

Failure of a Contractor to submit an invoice in the time period identified may result in nonpayment by the City.

D. PAYMENT TERMS & CONDITIONS

City review, inspection and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Quotes that call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the City to make payment on completed orders within thirty (30) days of receiving complete and accurate invoicing unless unusual circumstances arise.

SECTION IV. CONTRACT CONDITIONS

A. CONTRACT CLAUSE

All Contractors understand and agree the quote will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a written contract executed by both parties.

2. PROVISIONAL CLAUSES

The City will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

3. LIABILITY

The Contractor and/or the Contractor's employees will assume complete responsibility for any claim of property damage or bodily injury, which may directly or indirectly arise from the employee's performance under the terms of this agreement. The Contractor's employees will hold harmless, release and defend the City from all claims of liability that directly or indirectly arise under the terms of this agreement.

The Contractor shall not recover from the City of Forest Lake the cost for damaged equipment, including broken blades, punctured tires, or any other damaged equipment, because of mowing assignments regardless of the condition of the property.

The Contractor shall not recover from the City of Forest Lake the cost of damaged equipment including broken axles or augers, punctured tires or any other damaged equipment, as a result of snow and ice removal assignments regardless of the condition of the sidewalk or the property.

4. ASSIGNMENT OF CONTRACT

The successful Contractor may not assign their rights and duties under an award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

5. DEFAULT

In case of default of the successful Contractor, the City may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

AGREEMENT FOR SERVICES - CITY OF FOREST LAKE

THIS AGREEMENT ("Agreement") is made and executed this 21st day of October, 2024, by and between the City of Forest Lake, 1408 Lake Street South, Forest Lake, Minnesota 55025, ("City") and RJ's Property Maintenance, Inc., 15457 Jefferey Avenue North, Hugo, MN. 55038 ("Contractor").

WHEREAS, the City has accepted the proposal of the Contractor for certain Services; and

WHEREAS, Contractor desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services ("Services"), as defined in the following documents:
 - i. A proposal (Quote Form) dated July 26, 2024, incorporated herein as Exhibit A;
 - ii. Other documentation, including the Request for Quotes, incorporated herein as Exhibit B.

(Hereinafter "Exhibits.")

- b. Contractor covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay and Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.

- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Contractor shall submit itemized Bills for Services provided to City on a monthly basis. The City shall pay submitted Bills in the same manner as other claims for payment made to City.
 - d. Prior to payment by the City, the Contractor will submit evidence to the City they have paid all payrolls, material bills, subcontractors and other indebtedness connected with the Services as required by the City.
- 3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
- 4. TERMINATION AND REMEDIES.
 - a. Termination by Either Party. Either Party may terminate this Agreement upon 30 days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, the City shall pay the Contractor for Services rendered and reimbursable expenses through the effective date of termination.
 - b. Termination Due to Default. Either Party may terminate this Agreement upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure to the other party that is acceptable to the other party.
 - c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event,
 - i. Withhold payments due to the Contractor for the purpose of set-off until such time as the City determines the exact amount of damages due to the City.
 - ii. Perform the Services, in which case, the Contractor shall within 30 days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

- d. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City they have not previously furnished to the City.
5. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
7. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts they are making to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.
8. CITY'S REPRESENTATIVE. The City has designated the City Planner to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Contractor has designated Richard Tschida to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the City.

10. INDEMNIFICATION.

- a. Contractor and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and City, they shall be borne by each party in proportion to its own negligence.
- b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees or subcontractors, including all liens. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees or subcontractors.

11. INSURANCE. During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

- a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Contractor shall furnish the City with certificates of insurance that shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the Commercial General Liability Insurance policy.

12. WARRANTIES. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice, will pass to City no later than the Completion Date. Contractor warrants that all work will be free from defects and that all materials will be new and of first quality. If within one (1) year after final payment any work or material is found to be defective, Contractor shall promptly, without cost to the City, correct such defect.

13. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of Forest Lake
 1408 Lake Street South
 Forest Lake, MN 55025
 Attention: Ken Roberts

Or e-mailed: Ken.Roberts@ci.forest-lake.mn.us

If to Contractor: Richard Tschida
 15457 Jeffery Avenue North
 Hugo, MN 55038
 Attention: Richard Tschida

Or emailed: rjpropertymaint@msn.com

14. INDEPENDENT CONTRACTOR STATUS. All services provided by Contractor, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Contractor or as independent contractors of Contractor and not as employees of the City for any purpose.

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- e. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- f. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- g. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

- h. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

CITY OF FOREST LAKE

By: _____

Mara Bain, Mayor

By: _____

Jolleen Chaika, Acting City Administrator

Date: _____

CONTRACTORBy: Richard TshidaIts: PresidentDate: 10-21-24

Attachment: Quote Form dated July 26, 2024

QUOTE FORM – City of Forest Lake

PROJECT IDENTIFICATION: 2024-2025 As-Needed Mowing, Snow and Ice Removal, and Property Clean Up and Securing Abatement Services Contract

SUBMISSION DEADLINE: July 26, 2024 at 12:00 PM (noon)

SUBMITTED QUOTES TO: CITY OF FOREST LAKE
COMMUNITY DEVELOPMENT DEPARTMENT
ATTN: 2024-2025 ABATEMENT SERVICES CONTRACT
zoning@ci.forest-lake.mn.us

INDIVIDUAL/COMPANY NAME: RJS Property Maintenance Inc

1. The undersigned CONTRACTOR proposes and agrees, if the City accepts this Quote, to enter into an agreement with the City of Forest Lake and perform and furnish all Work as indicated in the Quote Form and in the Contract Work, Contract Implementation, and Contract Conditions.
2. CONTRACTOR accepts all the terms and conditions listed in the Quote Form and Contract Work, Contract Implementation, and Contract Conditions. CONTRACTOR shall provide a Certificate of Insurance listing the City of Forest Lake as an additional insured and licensed to work within the City of Forest Lake in accordance with the Contract Work, Contract Implementation, and Contract Conditions.
3. In submitting this Quote, CONTRACTOR represents, as more fully set forth in the Quote Form and the Contract Work, Contract Implementation, and Contract Conditions, that:
 - a. CONTRACTOR has examined and carefully studied the Contract Work, Contract Implementation, and Contract Conditions and Quote Form.
 - b. CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
 - c. CONTRACTOR is aware of the general nature of Work to be performed for which they submit this Quote and understands all terms and conditions for performing and furnishing the Work as indicated in the Contract Work, Contract Implementation, and Contract Conditions and Quote Form.
 - d. This Quote is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; CONTRACTOR has not directly or indirectly induced or solicited any other CONTRACTOR to submit a false or sham Quote; CONTRACTOR has not solicited or induced any person, firm or corporation to refrain from bidding; and CONTRACTOR has not sought by collusion to obtain for itself any advantage over any other CONTRACTOR or over the City.
 - e. CONTRACTOR understands and agrees that the terms of the General Conditions and Specifications are incorporated in and are part of this Quote Form.

4. CONTRACTOR will complete the Work for the following price (s):

Item	Work Description	Unit Cost
PART A - MOWING		
First Mowing		
1	Vacant lot – mowing, trimming, clearing /disposal of trimmings	\$ 450 per lot
2	Developed lot – mowing, trimming, clearing / disposal of trimmings	\$ 390 per lot
3	Acreage, 1 to 5 acres – mowing, trimming, clearing / disposal of trimmings	\$ 430 per acre
4	Acreage, 5 – 10 acres – mowing	\$ 420 per acre
Recurring Mowing¹		
5	Vacant lot – mowing, trimming, clearing /disposal of trimmings	\$ 270 per lot
6	Developed lot – mowing, trimming, clearing / disposal of trimmings	\$ 255 per lot
7	Acreage, 1 to 5 acres – mowing, trimming, clearing / disposal of trimmings	\$ 270 per acre
8	Acreage, 5- 10 acres – mowing	\$ 260 per acre
PART B – CLEANING OF TRASH, DEBRIS AND OTHER DEPOSITED MATERIAL		
9	Cleaning of trash, debris and other deposited material – pick up of all trash, debris, construction materials and other deposited material including labor, vehicles, equipment and disposal costs	\$ 162 per hour ²
10	Seed and mulch, including MN-DOT 240 seed mix @ 100 lbs/acre and Type 1 Mulch with 90% coverage at two tons per acre	\$ 2655 per acre ³
PART C – SECURING PROPERTY		
11	Boarding and securing property – boarding of broken windows, including all labor, vehicles, equipment and supplies	\$ opening 430 per
12	Securing property – locking or otherwise securing unsecured openings, windows or doorways including all labor, vehicles, equipment and supplies	\$ opening 390 per
PART D – SNOW AND ICE REMOVAL		
13	Single street residential sidewalk (65 feet by 4 to 6 feet width average) 1.5- to 4-inch snow cover	\$ 250 per event
14	Single street residential sidewalk (65 feet by 4 to 6 feet width average) 4- to 8-inch snow cover	\$ 350 per event
15	Corner lot residential sidewalk (200 feet by 4 to 6 feet width average) 1.5- to 4-inch snow cover	\$ 325 per event
16	Corner lot residential sidewalk (200 feet by 4 to 6 feet width average) 1.5- to 4-inch snow cover	\$ 325 per event
17	Other residential sidewalk snow removal	\$ 85 per hour ²
18	Single street - Non-Residential sidewalk (100 feet by 8 feet average) ⁴ 1.5- to 4-inch snow cover	\$ 350 per event
19	Single street - Non-Residential sidewalk (100 feet by 8 feet average) ⁴ 4- to 8-inch snow cover	\$ 450 per event
22	Corner lot - Non-Residential sidewalk (200 feet by 8 feet average) ⁴ 1.5- to 4-inch snow cover	\$ 450 per event
23	Corner lot - Non-Residential sidewalk (200 feet by 8 feet average) ⁴	\$ 550 per event

	4- to 8-inch snow cover	550	
24	Other Non-Residential sidewalk snow removal	\$ 250	per hour ²
25	Sidewalk ice removal 1.5- to 4-inch thickness	\$ 200	per hour ²
26	Sidewalk ice removal 4- to 8-inch snow cover	\$ 200	per hour ²

1. Reoccurring mowing shall be done no earlier than 14 days after the last mowing and no later than 21 days after the last mowing.
2. Price per hour will be multiplied by the number of workers needed to complete the job.
3. Price per acre shall be divided by square footage for lots less than one acre in size.
4. Contractor shall remove the snow from the primary walking path, with a minimum eight foot (6') wide clear area. Snow is preferred to be removed from the site but the Contractor may stockpile the snow in an area no greater than two feet (2') back from the curb.

5. The following documents are attached to and made a condition of this Quote:
 - a. Project References
 - b. Affidavit of Non-Collusion
 - c. Certificate of Insurance
6. Communications concerning this Quote shall be addressed to the address of CONTRACTOR indicated below.

SUBMITTED to the CITY OF FOREST LAKE on July, 21st, 2024.

PROJECT REFERENCES

Below is a listing of the five (5) most recent projects of a similar nature to this project which we have completed.

CONTRACTING AGENCY City of Centerville
 DESCRIPTION OF WORK City parks, City Hall, fire department (all City maintained properties) mowing, trimming, weeding,
 AGENCY REPRESENTATIVE Paul Falzer
 TITLE Public Works PHONE 651-429-4750 DATE OF CONTRACT 2019 to Current
director

CONTRACTING AGENCY Mahtamedi Schools
 DESCRIPTION OF WORK Irrigation & turf Maintenance
 AGENCY REPRESENTATIVE Adam Gemuenden
 TITLE Director PHONE 651-407-2205 DATE OF CONTRACT 2016 to Current

CONTRACTING AGENCY district 916 Schools
 DESCRIPTION OF WORK Lawn care and landscaping maintenance and repairs for Schools.
 AGENCY REPRESENTATIVE Jamin Wood
 TITLE Facilities PHONE 651-415-5568 DATE OF CONTRACT 2014 to Current
manager

CONTRACTING AGENCY Stillwater Schools
 DESCRIPTION OF WORK Lawn care & landscaping and Snow removal for rural Schools.
 AGENCY REPRESENTATIVE Tony Wilger
 TITLE Facilities PHONE 651-295-1399 DATE OF CONTRACT 2008 - 2020
manager

CONTRACTING AGENCY Schwieters Companies
 DESCRIPTION OF WORK Lawn care and landscape and Snow removal at all offices
 AGENCY REPRESENTATIVE Brenda Kunkel
 TITLE _____ PHONE 612-378-3850 DATE OF CONTRACT 2009 to Current

AFFIDAVIT OF NON-COLLUSION

STATE OF Minnesota
 COUNTY OF Washington

I Hereby swear (or affirm) under the penalty of perjury:

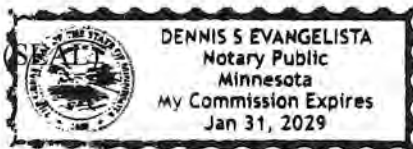
1. That I am the Contractor (if the Contractor is an individual), a partner in the Contractor (if the Contractor is a partnership) or an officer or employee of the Contractor corporation having authority to Sign on its behalf (if the Contractor is a corporation);
2. That the attached quote or quotes have been arrived at by the Contractor individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
3. That the contents of the quote or quotes have not been communicated by the Contractor or its employees or agents to any person not an employee or agent of the Contractor and will not be communicated to any such person, prior to submission of the quote or quotes; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me this
26th day of JULY 2024.

[Signature]
 (Signature)

[Signature]
DENNIS EVANGELISTA
 (Notary Public)

President / owner
 (Title)



RJ'S Property Maintenance
 (Company) Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliance Insurance Advisors 4782 Washington Ave White Bear Lake, MN 55110 License #: 20265007	CONTACT NAME: Tracey Tvedt PHONE (A/C, No, Ext): (651)797-6700 FAX (A/C, No): (651)735-0907 E-MAIL ADDRESS: traceyt@allianceinsuranceadvisors.com <table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Auto-Owners Insurance</td> <td>32700</td> </tr> <tr> <td>INSURER B: Auto-Owners Insurance</td> <td>18988</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Auto-Owners Insurance	32700	INSURER B: Auto-Owners Insurance	18988	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED RJ's Property Maintenance, Inc 15457 Jeffrey Ave N Hugo, MN 55038-9374															

COVERAGES

CERTIFICATE NUMBER: 00008929-1980541

REVISION NUMBER: 33

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		08430206	03/15/2024	03/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		4477962500	03/15/2024	03/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(TJT)

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STAFF REPORT



MEETING DATE: October 28, 2024

STAFF ORIGINATOR: Abbi Wittman, Community Development Director

AGENDA ITEM: Arts in the Park Professional Service Contract

INTRODUCTION:

For a number of years, the City has engaged with Genius of Fun Events and Productions, LLC for professional services related to Arts in the Park. This has included talent acquisition and onsite sound production. This Agreement is updated on an annual basis.

ANALYSIS:

Enclosed is a 2025 Agreement for Professional Services with Genius of Fun Events and Productions, LLC. For the most part, there are relatively little changes to the Agreement from past years. However, it should be noted there is a small cost of living adjustment from 2024; this will be covered by anticipated sponsorship in 2025. Additionally, though partial payment will be granted in 2024, the City will hold payment for talent acquisition until the City has received all paperwork from the selected performers. This is intended to reduce issues the City has had with having paperwork in place prior to the event series kick off.

RECOMMENDATION:

Staff recommends that, if the City Council elects to remove the Agreement for Professional Services, the City Council **move to approve the Agreement for Professional Services with Genius of Fun Events and Production LLC.**

ATTACHMENTS:

Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and executed this ____ day of _____, 2024, by and between the City of Forest Lake, a Minnesota municipal corporation, 1408 Lake Street South, Forest Lake, Minnesota 55025, (“City”) and Genius of Fun Events and Productions, LLC., P.O. Box 337, St. Croix Falls, Wisconsin, 54024 (“Promoter”).

WHEREAS, every Tuesday evening from June 3, 2025 through August 26, 2025, the City coordinates a community event located at Lakeside Memorial Park (“Park”), commonly known as “Arts in the Park,” which consists of a Farmer’s Market, Craft and Retail Vendors, Food Trucks and Musical Entertainment; and

WHEREAS, City requires professional services for talent acquisition, concert series consultation, sound and production, stage management and host and MC services; and

WHEREAS, City seeks to retain the services of Promoter, and Promoter seeks to contract with the City, to procure acceptable musical acts (“Musical Acts”) to perform at the City’s Arts in the Park events (“Musical Entertainment”) and to provide all necessary speakers, microphones, wiring, and other related industry-standard equipment (“Sound Equipment”) for amplification and broadcast of the Musical Entertainment at the Arts in the Park events, and to set-up, run, and take down Sound Equipment; and

WHEREAS, City values the experience and expertise of Promoter and his longstanding relationship with the City, including his success in locating and soliciting Musical Acts for the City’s Arts in the Park program.

WHEREAS, Promoter desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

- a. City agrees to engage Promoter as an independent contractor for the purpose of performing certain professional Services (“Services”), as defined below and in the following identified Exhibit A:
 - i. Promoter shall use his contacts and music industry expertise to locate and solicit Musical Acts to perform at the City’s Arts in the Park events from 6:30 p.m. to 8:30 p.m. on the dates listed herein as Exhibit A. Any changes to the dates listed must be submitted to the City in writing and approved by the City.

- ii. Promoter shall provide City a list of proposed Musical Acts, proposed performance dates with an itemized cost breakdown for each Musical Act before December 6, 2024. The City, in its sole discretion, approve the proposed Musical Acts, performance dates, and costs. If the City rejects a proposed Musical Act, or for any other reason needs to reschedule or find a substitute Musical Act for any performance date, Promoter shall solicit and locate a proposed replacement Musical Act and by January 17, 2025 present to the City for approval of the same.
- iii. Promoter shall communicate with Musical Acts and City staff regarding Arts in the Park performances.
- iv. Promoter shall ensure that all Musical Acts are aware that only family-friendly performance content is allowed, and no suggestive language or profanity may be included within their performance.
- v. In the event of possible inclement weather and event cancellation by the City, Promoter is responsible for communication of the cancellation with the scheduled Musical Acts in the event of a cancellation.
- vi. Promoter must work with selected Musical Acts to complete the Entertainment Service Agreement, insurance paperwork or waiver, and W9 forms provided by the City. Promoter must submit all necessary, fully completed paperwork to the City no later than April 15, 2025 for the Musical Acts scheduled for the dates listed herein as Exhibit A.
- vii. Promoter shall assist in the promotion of the Musical Entertainment and Arts in the Park at the direction of City staff. Promoter shall only use the promotional materials and language supplied to the Promoter by the City. Promoter shall not make any false or misleading statement regarding Arts in the Park event or the Musical Entertainment provided as part of Arts in the Park program.
- viii. Promoter shall communicate in a professional manner with Musical Acts on behalf of the City and shall at all times represent the City in a positive and professional manner when interacting with Musical Acts.
- ix. Promoter shall be present at Lakeside Memorial Park from 4:00 p.m. to 9:00 p.m. on all of the dates listed in herein as Exhibit A, unless a performance is cancelled by the City due to inclement weather, and during such time shall:
 - 1. Facilitate the performance by the scheduled Musical Acts.

2. Supply all necessary sound equipment for the performance and amplification of the Musical Entertainment, including but not limited to, microphones, amplifiers, power cords, such other equipment as is industry standard and commonly used for similar events, and any special accommodations requested by the individual Musical Acts including, but not limited to, changing rooms, green rooms, other individual accommodations, and/or food or beverage requests
 3. Run the sound board and ensure the proper audio for the Musical Entertainment.
 4. Assist as directed by City staff with issues related to performance by the Musical Acts.
 5. Be responsible for the set up and take down of all Sound Equipment.
 6. If Promoter fails to comply with any of the requirements in this section then Promoter shall forfeited any compensation related to the weekly sound and production, stage management, and host/MC services for that performance.
- b. Promoter covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in Section 1 and Exhibit A, subject to Section 7 of this Agreement.
 - c. If Promoter sends someone other than Woody McBride to manage the weekly performance, Promoter shall provide City with at least 24 hours' notice and contact information for the individual.

2. PAYMENT.

- a. City agrees to pay and Promoter agrees to receive and accept payment for Services as set forth in Section 1 and Exhibit A.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Promoter shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. City shall pay Promoter a down payment of \$567 on or before December 31, 2024 for consultation, event series coordination and talent acquisition and \$1,132.50 upon Promoter's completion of the items listed in Section 1(a)(ii) and Section

1(a)(vi). City shall pay Promoter \$515.00 for weekly sound and production, stage management, and host/MC services, and an additional \$330 for two performances that require increased sound production as defined in Exhibit A, but not to exceed \$6,325.00.

- d. In the event one of the weekly performances listed in Exhibit A is cancelled by the City, the City agrees to pay Promoter for up to two cancelled events during the term of this Agreement.
 - e. Promoter shall provide a completed W-9 to the City at the time of the execution of this Agreement.
3. TERM. The term of this Agreement shall commence upon execution and terminate on August 26, 2025. This Agreement may be extended upon the written consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
 4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Promoter, Promoter shall be paid for Services rendered and reimbursable expenses until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
 5. SUBCONTRACTORS. Promoter shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City. The Promoter shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Promoter's receipt of payment by the City for undisputed services provided by the subcontractor.
 6. STANDARD OF CARE. In performing its Services, Promoter will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. Promoter agrees to comply with all federal, state and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Promoter shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Promoter represents and warrants that it has the requisite training, skills, and experience necessary

to provide the Services and is appropriately licensed by all applicable agencies and governmental entities.

7. DELAY IN PERFORMANCE. Neither City nor Promoter shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Promoter under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Promoter will be entitled to payment for its reasonable additional charges, if any, due to the delay.
8. SPONSORSHIPS. The City has the sole responsibility of soliciting sponsors for the Arts in the Park events.
9. CITY'S REPRESENTATIVE. The City has designated Dave Adams to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
10. INDEMNIFICATION.
 - a. Promoter and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Promoter and City, they shall be borne by each party in proportion to its own negligence.
 - b. Promoter shall indemnify City against legal liability for damages arising out of claims by Promoter's employees. City shall indemnify Promoter against legal liability for damages arising out of claims by City's employees.
11. INSURANCE. During the performance of the Services under this Agreement, Promoter shall maintain Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;

At the time of execution of this Service Agreement, Promoter shall furnish the City with certificate of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the Commercial General Liability.

12. BREACH OF CONTRACT. Failure of Promoter to comply with any of the terms and conditions of this Agreement shall constitute an event of default, which shall constitute a Breach of Contract. The City may terminate this Agreement immediately upon the occurrence of an event of default by serving notice of the event of default and notice the termination to Promoter at the address the City has in its files for Promoter. Should this Agreement be terminated due to the happening of an Event of Default, City shall not be required to pay any further installments not yet paid under this Agreement to Promoter.

13. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of Forest Lake
1408 Lake Street South
Forest Lake, MN 55025

Or emailed: dave.adams@ci.forest-lake.mn.us

If to Promoter: Woodrow McBride
P.O. Box 337
St. Croix Falls, WI 54024

Or emailed: mcbridewoody@aol.com

14. INDEPENDENT CONTRACTOR STATUS. All services provided by Promoter, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Promoter or as independent contractors of Promoter and not as employees of the City for any purpose.

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Promoter of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.

- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.
- e. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- f. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- g. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[remainder of page intentionally blank]

CITY OF FOREST LAKE

By: _____
Mara Bain, Mayor

By: _____
Jolleen Chaika, City Clerk

Date: _____

GENIUS OF FUN EVENTS AND PRODUCTIONS, LLC.

By: _____

Its: _____

Date: _____

EXHIBIT A**Dates of Service**

- June 3, 2025
- June 10, 2025
- June 16, 2025
- June 24, 2025
- July 15, 2025
- July 22, 2025
- July 29, 2025
- August 5, 2025
- August 12, 2025
- August 19, 2025
- August, 26, 2025

**Office of Engineering**

1408 Lake Street South
Forest Lake, MN 55025
www.ci.forest-lake.mn.us

October 9, 2024

Honorable Mayor and City Council
1408 Lake Street South
Forest Lake, MN 55025

RE: 2025 Local Street Improvement Project
Authorize Preparation of Plans and Specifications

Dear Mayor and Council:

As part of the City's Pavement Management and Capital Improvement Plan, we request the City Council authorize preparation of plans and specifications for bids, for the 2025 Local Street Improvement Project. This project will be combined with the North Shore Trail Pavement Maintenance Project and bid as one project. The City has budgeted \$1,845,000 for the 2025 project which comes from Fund 211 in the amount of \$1,770,000.00 along with Funds 631, 632, and 205 in the amount of \$25,000 each. Extents of the proposed project are shown on the attached location map. The anticipated project schedule is as follows:

Authorize Plans & Specifications	October 21, 2024
Approve Plans & Specifications/Authorize Ad For Bid	February 10, 2025
Bid Opening	March 7, 2025
Possible Award at City Council Meeting	March 24, 2025

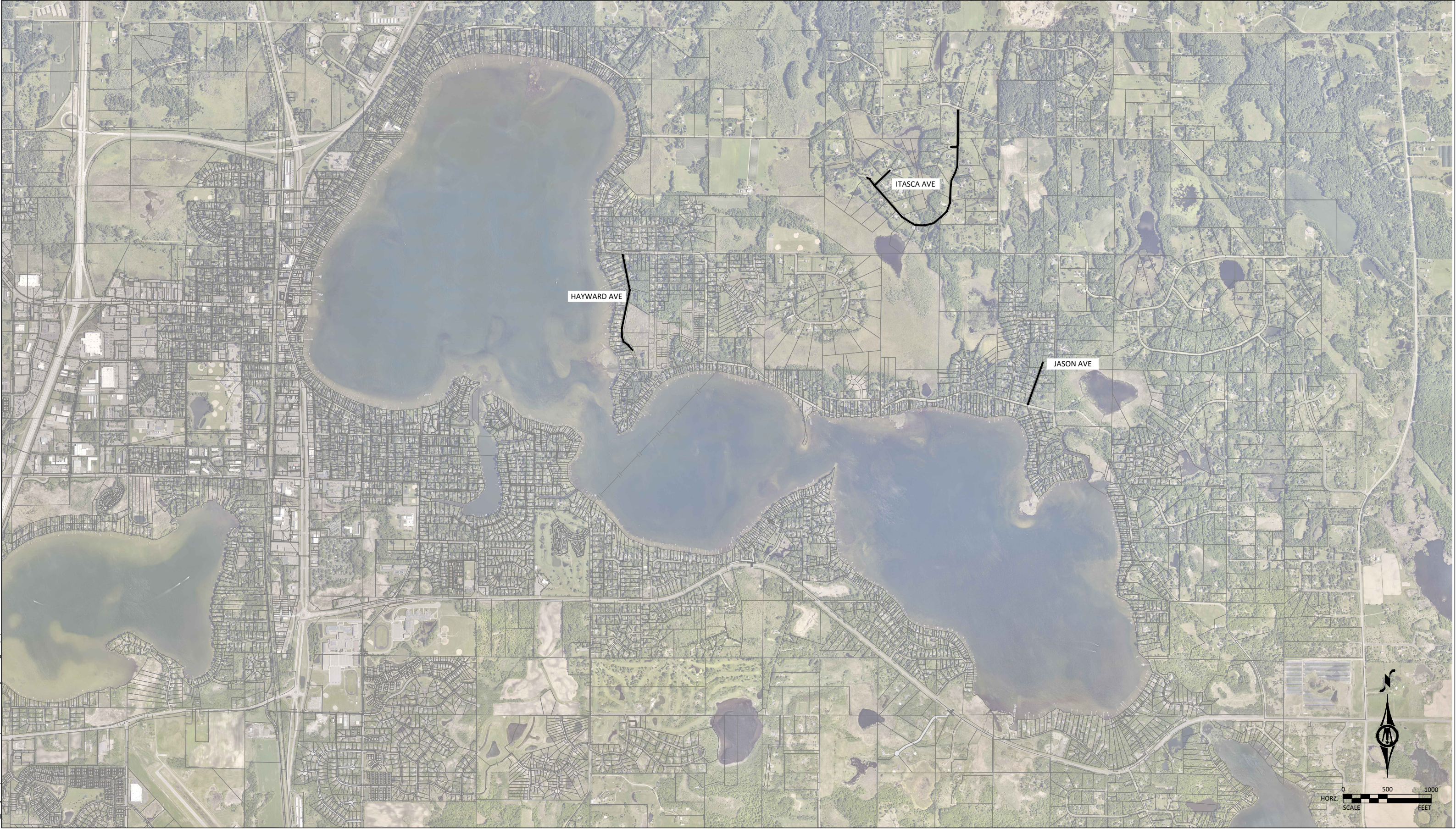
If you have any questions about the 2024 Local Street Improvement Project, please feel free to contact me before the council meeting at 612-597-7140.

Sincerely,

Ryan J. Goodman, P.E.
City Engineer
(612) 597-7140

Enclosure: 2025 Project Location Map

The City of Forest Lake is dedicated to providing friendly and efficient city services that enhance the quality of life for those who visit, work and live in the community.



**Office of Engineering**

1408 Lake Street South
Forest Lake, MN 55025
www.ci.forest-lake.mn.us

October 11, 2024

Honorable Mayor and City Council
1408 Lake Street South
Forest Lake, MN 55025

RE: 2025 Sanitary Sewer Lining Project
Authorize Preparation of Plans and Specifications

Dear Mayor and Council:

We request the City Council authorize preparation of plans and specifications for bids, for the 2025 Sanitary Sewer Lining Project.

The City has budgeted \$530,000 for this project with the extents of the project shown on the attached map. We will increase the project limits if we receive favorable bids. The anticipated project schedule is as follows:

Authorize Preparation Plans & Specifications	October 21, 2024
Approve Plans & Specifications/Authorize Ad For Bid	March 10, 2025
Bid Opening	April 3, 2025
Possible Award at City Council Meeting	April 14, 2025

If you have any questions about the 2025 Sanitary Sewer Lining Project, please feel free to contact me before the council meeting at 612-597-7140.

Sincerely,

Ryan J. Goodman, P.E.
City Engineer
(612) 597-7140

Enclosure: 2025 Sewer Lining Project Location Map





Office of Engineering

1408 Lake Street South
Forest Lake, MN 55025
www.ci.forest-lake.mn.us

October 15, 2024

Honorable Mayor and City Council
1408 Lake Street South
Forest Lake, MN 55025

RE: 2025 South Water Tower Rehab
Authorize Preparation of Plans and Specifications

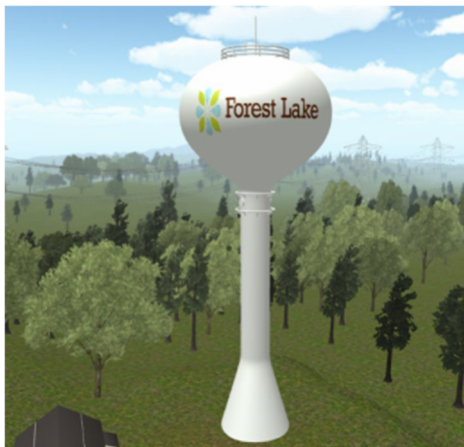
Dear Mayor and Council:

As part of the City's Capital Improvement Plan, the south water tower has been identified for rehabilitation to begin in 2025. The attached figure shows the location of the improvements.

Rehabilitation included with this project will consist of:

- Exterior Improvements: Pressure washing, Overcoat (two coats of paint), and New Logo.
 - City Council previously approved the design for the new logo/lettering in May 2021 (renderings provided below).
- Interior Wet Improvements: Complete removal and replacement of coatings.
- Interior Dry Improvements: Paint dry tube, landings, and 5-10% Spot paint repair.
- Miscellaneous modifications and appurtenances upgrades.
- Telecommunications temporary relocation and reinstallation.

South Tower – Facing South



South Tower – Facing School



The budgeted amount for the project is \$435,000. The project will be funded through the City Water Fund (631).

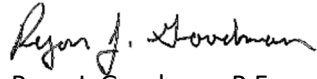
The anticipated schedule is as follows:

Authorize Plans and Specifications	October 28, 2024
Approve Plans & Specifications/Authorize Ad for Bid	December 9, 2024
Bid Opening	January 16, 2025
Consider Contract Award	January 27, 2025

At this time, we recommend the City formally order the preparation of Plans and Specifications for the 2025 South Water Tower Rehab project.

If you have any questions about the project, please feel free to contact me before the council meeting at 612-597-7140.

Sincerely,



Ryan J. Goodman, P.E.
City Engineer
(612) 597-7140

Enclosure: Project Location Map



South Water Tower



0 527 Feet



**BOLTON
& MENK**

Real People. Real Solutions.

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Forest Lake is not responsible for any inaccuracies herein contained.



Forest Lake
AS GOOD AS IT SOUNDS

**2025 South Water Tower
Rehab Project**

STAFF REPORT



MEETING DATE: October 28,2024

STAFF ORIGINATOR: Dave Adams, Public Works Director

AGENDA ITEM: Funding Request from CLA to Support Eurasian Watermilfoil Treatment

INTRODUCTION:

Annually, the City of Forest Lake participates financially for aquatic invasive species (AIS) projects on Clear Lake. Financial participation ranges from \$10,000 to \$20,000 annually to help battle AIS and conduct lake management activities such as boat/boat trailer inspections on Clear Lake. The City and CLA recently entered into a funding agreement, but this agreement does not begin until 2025 and CLA must request funding from the City in 2024.

ANALYSIS:

Clear Lake spent approximately \$56,000 in the whole-lake Eurasian Watermilfoil Treatment over the summer of 2024. They are seeking assistance from the City to help fund this treatment and are asking for \$20,000. The City of Forest Lake budgets annually for participation in AIS activities at Clear Lake. The funding requested was budgeted for and is available in the 2024 Surface Water Fund.

RECOMMENDATION:

Motion to approve funding in the amount of \$20,000 to the Clear Lake Association to support whole-lake treatment of Eurasian watermilfoil.

ATTACHMENTS:

- Lake Management, Inc Invoice for work completed
- CLA Invoice for reimbursement

Butch



LAKE MANAGEMENT, Inc.
10400 185th Street North
Marine on St. Croix, MN
55047
651-433-3283-Voice
651-433-5316-Fax

Invoice
Invoice Number
42987

Invoice Date
May 29, 2024
Page
1

Sold To:

Clear Lake Association
C/O Doug Ramseth
P.O. Box 664
Forest Lake, MN 55025

Amount Paid _____
ClearLakeAssocation

Return Upper Portion with Payment

Customer ID	Customer PO	Payment Terms	Sales Rep ID	Due Date
ClearLakeAssocat	Clear-Whole Lake 24	Net 30 Days		6/28/24
Description				Amount
Clear Lake, Washinton County, Minnesota - 2024 Whole Lake (428 acres) fluridone application using Sonar AS. Application dates of 5/30/24, 7/9/24, 8/14/24 and 9/10/24. Includes sample collection, shipping, and assay testing				55,843.00

Subtotal	55,843.00
Sales Tax	
Total Invoice Amount	55,843.00
Check No	Payment Received
TOTAL	55,843.00

Finance charge is 1 1/2% per month

**Clear Lake Association, Inc.
PO Box 664
Forest Lake, MN 55025-0664**

Invoice No. 0013

October 21, 2024

Subject:

The Clear Lake Association (CLA) contracted with Lake Management, Inc. to provide a whole-lake treatment for Eurasian watermilfoil. The treatment was completed and CLA is paying the Lake Management invoice (attached) in the amount of \$55,843. The City of Forest Lake budgeted \$20,000 to support CLA's AIS management program. CLA is requesting reimbursement in the amount of \$20,000.

Amount: \$20,000.00

Federal Tax Id Number: 41-1720799

Clear Lake Association, Inc.

Doug Ramseth
Clear Lake Association, Inc
651-303-7928

STAFF REPORT

MEETING DATE: **October 28,2024**

STAFF ORIGINATOR: **Dave Adams, Public Works Director**

AGENDA ITEM: **2025 Plow Truck Purchase Approval**

INTRODUCTION:

Annually, City staff has requested authorization of execution of purchase orders for select equipment that are on the City's upcoming proposed CIP prior to the fiscal year beginning as state contracts expire prior to the new year. Authorizing these purchase orders do not result in incurring any costs in this budget year and offer the City the ability to save on price increases that will occur between now and January 1st.

BACKGROUND:

The 2025 budget includes funding for the purchase of a new plow truck for public works. The plow truck is split into two components: cab and chassis and body/plow equipment and would be purchased under the Minnesota State Contract which has been competitively bid. The breakdown of costs/credits are attached.

The state contract for cab and chassis and plow equipment expires on November 30, 2024, so the quotes attached is only good until that point. After this, the contract will again be competitively bid resulting in new prices. Staff is seeking Council's authorization to execute purchase orders to stay within the proposed costs that are listed in the City's CIP and avoid any additional costs. The City would not incur any cost in 2024 and should see the new unit sometime in the fall of next year. City staff have budgeted \$354,000 for this purchase within the CIP. Final cost, if approve, would be \$352,755 or \$1,245 under budget.

RECOMMENDATION:

Motion to approve purchase of 2025 Mack Tandem Axle cab and chassis for \$156,122.

Motion to approve purchase of Tandem Axle Plow body and plow equipment for \$196,633.

ATTACHMENTS:

Mack Tandem Axle Price Sheet – Nuss Equipment

Tandem Axle Body and Plow Equipment Quotation - Crysteel

Print Date & Time 10/18/2024 8:13

TANDEM AXLE CAB/CHASSIS

Exhibit D: Price Schedule

VENDOR NAME NUSS TRUCK & EQUIPMENT**MAKE AND MODEL** 2025 MACK GRANITE 64BR (T) TA

This section for use when ordering		
WB	198"	Grand Total \$ 156,122.00
CA	132" (Crysteel verified 10/2022)	
AF	63"	
Rear Ratio	5.31	
Cab Color	Elite Red (L0753)	
Wheel Color	Aluminum	
Notes	City of Forest Lake,	Updated 10.25.23

Code	Spec #	Description	Qty	2025 Price	Subtotal
002EO2	1.0	Price for Base Unit:	1	\$ 118,990.00	\$ 118,990.00
	2.0	FRAME OPTIONS			
AOXF3X	2.1	Front frame extension	1	\$ 1,210.00	\$ 1,210.00
12XCNX	2.2	Custom hole punching in frame		\$ 100.00	\$ -
4DXZ1X	2.3	Deduct for no front bumper		\$ (65.00)	\$ -
4YAAX	2.4	Frame fastener option (bolt or huck spun)	1	STD	
	2.5	Frame, R.B.M., S.M., PSI, CT			
MC	2.6	2,120,000 17.7 120,000 87 - 112 CA		\$ (64.00)	\$ -
MC	2.7	2,120,000 17.7 120,000 113 - 133 CA		STD	
MC	2.8	2,120,000 17.7 120,000 134 - 152 CA		\$ 107.00	\$ -
MC	2.9	2,120,000 17.7 120,000 153 - 199 CA		\$ 406.00	\$ -
MC	2.10	2,120,000 17.7 120,000 200 - 236 CA		\$ 482.00	\$ -
MC	2.11	2,470,000 20.6 120,000 87 - 112 CA		\$ 176.00	\$ -
MC	2.12	2,470,000 20.6 120,000 113 - 133 CA		\$ 240.00	\$ -
MC	2.13	2,470,000 20.6 120,000 134 - 152 CA		\$ 347.00	\$ -
MC	2.14	2,470,000 20.6 120,000 153 - 199 CA		\$ 646.00	\$ -
MC	2.15	2,470,000 20.6 120,000 200 - 236 CA		\$ 722.00	\$ -

MC	2.16	2,820,000	23.5	120,000	87 - 112 CA		\$	521.00	\$	-
MC	2.17	2,820,000	23.5	120,000	113 - 133 CA	1	\$	585.00	\$	585.00
MC	2.18	2,820,000	23.5	120,000	134 - 152 CA		\$	692.00	\$	-
MC	2.19	2,820,000	23.5	120,000	153 - 199 CA		\$	991.00	\$	-
MC	2.20	2,820,000	23.5	120,000	200 - 236 CA		\$	1,067.00	\$	-
MC	2.21	3,160,000	26.3	120,000	87 - 112 CA		\$	744.00	\$	-
MC	2.22	3,160,000	26.3	120,000	113 - 133 CA		\$	808.00	\$	-
MC	2.23	3,160,000	26.3	120,000	134 - 152 CA		\$	915.00	\$	-
MC	2.24	3,160,000	26.3	120,000	153 - 199 CA		\$	1,214.00	\$	-
MC	2.25	3,160,000	26.3	120,000	200 - 236 CA		\$	1,290.00	\$	-
	2.26	DOUBLE FRAME - PARTIAL IC REINFORCEMENT								
MC	2.27	3,230,000	26.9	120,000	87 - 112 CA		\$	801.00	\$	-
MC	2.28	3,230,000	26.9	120,000	113 - 133 CA		\$	865.00	\$	-
MC	2.29	3,230,000	26.9	120,000	134 - 152 CA		\$	972.00	\$	-
MC	2.30	3,230,000	26.9	120,000	153 - 199 CA		\$	1,214.00	\$	-
MC	2.31	3,230,000	26.9	120,000	200 - 236 CA		\$	1,290.00	\$	-
MC	2.32	3,580,000	29.8	120,000	87 - 112 CA		\$	1,041.00	\$	-
MC	2.33	3,580,000	29.8	120,000	113 - 133 CA		\$	1,105.00	\$	-
MC	2.34	3,580,000	29.8	120,000	134 - 152 CA		\$	1,212.00	\$	-
MC	2.35	3,580,000	29.8	120,000	153 - 199 CA		\$	1,511.00	\$	-
MC	2.36	3,580,000	29.8	120,000	200 - 236 CA		\$	1,587.00	\$	-
MC	2.37	3,920,000	32.7	120,000	87 - 112 CA		\$	1,376.00	\$	-
MC	2.38	3,920,000	32.7	120,000	113 - 133 CA		\$	1,450.00	\$	-
MC	2.39	3,920,000	32.7	120,000	134 - 152 CA		\$	1,657.00	\$	-
MC	2.40	3,920,000	32.7	120,000	153 - 199 CA		\$	1,856.00	\$	-
MC	2.41	3,920,000	32.7	120,000	200 - 236 CA		\$	1,932.00	\$	-
MC	2.42	4,260,000	35.5	120,000	87 - 112 CA		\$	1,832.00	\$	-
MC	2.43	4,260,000	35.5	120,000	113 - 133 CA		\$	1,673.00	\$	-
MC	2.44	4,260,000	35.5	120,000	134 - 152 CA		\$	2,003.00	\$	-
MC	2.45	4,260,000	35.5	120,000	154 - 199 CA		\$	2,301.00	\$	-
MC	2.46	4,260,000	35.5	120,000	200 - 236 CA		\$	2,384.00	\$	-
	2.47	DOUBLE FRAME - FULL IC REINFORCEMENT								
MC	2.48	3,230,000	26.9	120,000	87 - 112 CA		\$	1,001.00	\$	-
MC	2.49	3,230,000	26.9	120,000	113 - 133 CA		\$	1,065.00	\$	-
MC	2.50	3,230,000	26.9	120,000	134 - 152 CA		\$	1,172.00	\$	-
MC	2.51	3,230,000	26.9	120,000	153 - 199 CA		\$	1,414.00	\$	-

MC	2.52	3,230,000	26.9	120,000	200 - 236	CA		\$	1,490.00	\$	-
MC	2.53	3,580,000	29.8	120,000	87 - 112	CA		\$	1,241.00	\$	-
MC	2.54	3,580,000	29.8	120,000	113 - 133	CA		\$	1,305.00	\$	-
MC	2.55	3,580,000	29.8	120,000	134 - 152	CA		\$	1,412.00	\$	-
MC	2.56	3,580,000	29.8	120,000	153 - 199	CA		\$	1,711.00	\$	-
MC	2.57	3,580,000	29.8	120,000	200 - 236	CA		\$	1,787.00	\$	-
MC	2.58	3,580,000	29.8	120,000	87 - 112	CA		\$	1,576.00	\$	-
MC	2.59	3,580,000	29.8	120,000	113 - 133	CA		\$	1,650.00	\$	-
MC	2.60	3,580,000	29.8	120,000	134 - 152	CA		\$	1,857.00	\$	-
MC	2.61	3,580,000	29.8	120,000	153 - 199	CA		\$	2,056.00	\$	-
MC	2.62	3,580,000	29.8	120,000	200 - 236	CA		\$	1,787.00	\$	-
MC	2.63	3,920,000	32.7	120,000	87 - 112	CA		\$	1,576.00	\$	-
MC	2.64	3,920,000	32.7	120,000	113 - 133	CA		\$	1,650.00	\$	-
MC	2.65	3,920,000	32.7	120,000	134 - 152	CA		\$	1,857.00	\$	-
MC	2.66	3,920,000	32.7	120,000	153 - 199	CA		\$	2,056.00	\$	-
MC	2.67	3,920,000	32.7	120,000	200 - 236	CA		\$	2,132.00	\$	-
MC	2.68	4,260,000	35.5	120,000	87 - 112	CA		\$	2,032.00	\$	-
MC	2.69	4,260,000	35.5	120,000	113 - 133	CA		\$	1,873.00	\$	-
MC	2.70	4,260,000	35.5	120,000	134 - 152	CA		\$	2,203.00	\$	-
MC	2.71	4,260,000	35.5	120,000	153 - 199	CA		\$	2,501.00	\$	-
MC	2.72	4,260,000	35.5	120,000	200 - 236	CA		\$	2,584.00	\$	-
	2.73	TRIPLE FRAME - FULL IC REINFORCEMENT									
MC	2.74	5,688,000	47.4	120,000	87 - 112	CA		\$	4,960.00	\$	-
MC	2.75	5,688,000	47.4	120,000	113 - 133	CA		\$	5,024.00	\$	-
MC	2.76	5,688,000	47.4	120,000	134 - 152	CA		\$	5,131.00	\$	-
MC	2.77	5,688,000	47.4	120,000	153 - 199	CA		\$	5,430.00	\$	-
MC	2.78	5,688,000	47.4	120,000	200 - 236	CA		\$	5,506.00	\$	-
4DXM2X	2.79	Flush bright finish channel steel						\$	113.00	\$	-
4DXM6X	2.80	Extended stylized-silver-bright finish steel w/stone guard						\$	1,495.00	\$	-
4DXN8X	2.81	Extended - swept back steel, bright finish with stone guard - includes center tow pin						\$	1,139.00	\$	-
4DXR1X	2.82	Mill finish, flush mounted, unpainted aluminum						\$	68.00	\$	-
4DXN4X	2.83	Extended swept back channel steel (includes center tow pin) w/stone guard						\$	805.00	\$	-
5DXN5X	2.84	Extended swept back channel steel with bright finish w/painted center tow pin						\$	620.00	\$	-

4DXN6X	2.85	Extended swept back steel channel w/bright finish		\$ 258.00	\$ -
4DXM9X	2.86	Extended swept back painted steel	1	STD	
4DX16X	2.87	Flush painted steel		\$ (15.00)	\$ -
4DXP1X	2.88	Flush stainless clad aluminum		\$ 143.00	\$ -
5FXA1X	2.89	Plate type radiator guard		\$ 105.00	\$ -
5FXA2X	2.90	Bright finish plate type radiator guard		\$ 258.00	\$ -
B28018	2.91	Rust Protection Between Frame Rails & Liners		\$ 633.00	\$ -
281AA4	2.92	BOC crossmember, steel HD back to back channel intermediate		\$ 129.00	\$ -
281AA6	2.93	BOC & intermediate crossmember, HD I-Beam		\$ 211.00	\$ -

3.0 FRONT AXLE/SUSPENSION/BRAKE/OPTION

MC	3.1	Set back front axle option	1	STD	
240AA6	3.2	12,000 front axle & matching suspension - Mack FXL12		STD	
240AA7	3.3	14,600 front axle & matching suspension - Mack FXL14.6		\$ 771.00	\$ -
240AA2	3.4	16,000 front axle and matching suspension		\$ 999.00	\$ -
240AA3	3.5	18,000 front axle and matching suspension - Mack FXL18		\$ 1,361.00	\$ -
240AA5	3.6	20,000 front axle and matching suspension - Mack FXL20	1	\$ 2,147.00	\$ 2,147.00
1KAA1X	3.7	23,000 front axle and matching suspension - Mack FXL23		\$ 2,448.00	\$ -
1KAA1X	3.8	Heavy duty front axle shocks	1	STD	
N/A	3.9	Front stabilizer bar		No Bid	
N/A	3.10	Right hand air bag suspension per Spec 3.7, Driver controlled		No Bid	
N/A	3.11	Left air bag suspension per Spec 3.7, Driver controlled		No Bid	
N/A	3.12	Front axle lubrication cap with slotted venthole		No Bid	
245AB0	3.13	Front brake dust shields	1	\$ 22.00	\$ 22.00
YHXB1X	3.14	Dual front auxiliary steering gear	1	\$ 661.00	\$ 661.00
YHXA1X	3.15	RH spring build up for wing plow application		\$ 91.00	\$ -
MOD01D	3.16	LH spring build up for wing plow application		\$ 91.00	\$ -
PK7137	3.17	All wheel drive front axle		\$ 43,000.00	\$ -
0KXB1X	3.18	Twin Steer Front Axle		\$ 18,500.00	\$ -
U3XA5X	3.19	Aluminum front hubs		\$ 103.00	\$ -
MC	3.20	Centerfuse outboard mounted brake drums		\$ 252.00	\$ -
MC	3.21	Multileaf front spring ILO taperleaf (2 leaf spring)		\$ 35.00	\$ -
MC	3.22	HD multileaf front spring ILO taperleaf (2 leaf spring)		\$ 65.00	\$ -
2410L1	3.23	HD taperleaf (3 leaf spring) ILO of taperleaf (2 leaf spring)		\$ 65.00	\$ -
U0AB1X	3.24	Meritor EX+ Air Disc Brakes requires Meritor rear brakes		\$ 653.00	\$ -
U0AB8X	3.25	Meritor front slack adjustors - Need same slack on rear axle		\$ 1.00	\$ -

U0AA1X	3.26	Meritor front slack with stainless steel pins		\$ 58.00	\$ -
U0AA8X	3.27	Haldex front slack adjustors - Need same slack adjustor on rear axle		STD	
MC	3.28	Haldex front slack with stainless steel pins	1	\$ 67.00	\$ 67.00

4.0 4.0 TANDEM REAR AXLE/SUSPENSION/BRAKE/OPTIONS

MC	4.1	46,000# rear axle & matching suspension Make & Model - Mack S462R & SS46 Mack Camelback Suspension	1	\$ 2,300.00	\$ 2,300.00
MC	4.2	40,000# walking beam rear suspension and axle Make & Model - Meritor MT-40-14X4D with Hendrickson HMX EX 400		\$ 1,286.00	\$ -
MC	4.3	46,000# walking beam rear suspension and axle Make & Model - Meritor MT-46-160 with Hendrickson HMX EX 460		\$ 2,956.00	\$ -
MC	4.4	40,000# air suspension and axle Make & Model - Meritor MT-40-14X4D with Mack AL-461 Air		\$ 1,105.00	\$ -
MC	4.5	46,000# air suspension and axle Make & Model - Meritor RT-46-160 with Mack AL-461 Air		\$ 2,679.00	\$ -
MC	4.6	Dash mounted air dump system - With air ride suspension		\$ 14.00	\$ -
MC	4.7	Driver activated differential lock on one rear axle (front axle rear axle , check one)		\$ 562.00	\$ -
254AB5	4.8	Driver activated differential lock on both front and rear axles	1	\$ 1,125.00	\$ 1,125.00
MC	4.9	Driver activated differential lock on both front and rear axles, and lubrication pump and filter system		\$ 1,407.00	\$ -
MC	4.10	Meritor MT-40-14X4D, both axles driver differential lock and pump, HMX400 40,000 # walking beam suspension		\$ 2,693.00	\$ -
MC	4.11	Meritor RT-46-160, both axles driver differential lock and pump, HMX460 46,000 # walking beam suspension		\$ 4,363.00	\$ -
76AB1X	4.12	½ round universal joints	1	STD	
195AB3	4.13	Spicer 1810 HD drive line with half round universal joints		\$ 140.00	\$ -
UEX	4.14	Rear Dust Shields	1	\$ 39.00	\$ 39.00
254AB7	4.15	Driver activated differential lock on both front and rear axles with individual switches		\$ 1,283.00	\$ -
195AB0	4.16	Meritor 18 MXL extended lube		\$ 39.00	\$ -
195AA9	4.17	Meritor 176 MXL extended lube	1	\$ 38.00	\$ 38.00
195AB5	4.18	Dana-spicer SPL170XL Lite extended lube series		\$ 361.00	\$ -
195AB6	4.19	Dana-spicer SPL250XL Lite extended lube series		\$ 493.00	\$ -
195AB7	4.20	Dana-spicer SPL250HDXL Lite extended lube series		\$ 502.00	\$ -
1950K5	4.21	Dana-spicer SPL350XL Lite extended lube series		\$ 1,007.00	\$ -

195025	4.22	Dana-spicer SPL350HDXL Lite extended lube series	\$	1,262.00	\$	-
268AB1	4.23	Mack S38R 38,000# Fabricated Steel Housing		STD		
268AA4	4.24	Mack S400R 40,000# Fabricated Steel Housing	\$	435.00	\$	-
268AB4	4.25	Mack S402 40,000 # Cast Ductile Iron Housing	\$	473.00	\$	-
268AA3	4.26	Mack S440 44,000# Fabricated Steel Housing	\$	1,485.00	\$	-
268AB6	4.27	Mack S460R 46,000# Fabricated Steel Housing	\$	1,916.00	\$	-
268AA9	4.28	Mack S462R 46,000# Cast Ductile Iron Housing	\$	1,954.00	\$	-
268AB3	4.29	Mack S522R Cast Ductile Iron Housing	\$	3,460.00	\$	-
268AC9	4.30	Meritor 40,000# MT-40-14X4C Amboid (High Entry)	\$	55.00	\$	-
268AD0	4.31	Meritor 40,000# MT-40-14X4D Hypoid (Low Entry)	\$	55.00	\$	-
268AB7	4.32	Meritor 46,000# RT-46-160	\$	1,629.00	\$	-
268AC1	4.33	Meritor 46,000# RT-46-164EH	\$	1,689.00	\$	-
1860F6	4.34	Mack S38 38,000# multileaf camelback spring		STD		
1860G6	4.35	Mack S38 38,000# multileaf camelback spring - Heavy Duty	\$	15.00	\$	-
18603Y	4.36	Mack SS40 40,000# multileaf camelback spring	\$	186.00	\$	-
1860H6	4.37	Mack SS44 44,000# multileaf camelback spring	\$	235.00	\$	-
1860I6	4.38	Mack SS44 44,000# multileaf camelback spring - Heavy Duty	\$	255.00	\$	-
1860J6	4.39	Mack SS462 46,000# multileaf camelback spring	\$	346.00	\$	-
1860K6	4.40	Mack SS462 46,000# multileaf camelback spring - Heavy Duty	\$	415.00	\$	-
1860O6	4.41	Mack SS52 52,000# multileaf camelback spring - Heavy Duty	\$	1,292.00	\$	-
186AB6	4.42	Mack AL-461 46,000# air ride	\$	1,050.00	\$	-
186AC6	4.43	Mack M-Ride 40 parabolic 2-leaf, 40,000#	\$	648.00	\$	-
186AG6	4.44	Mack M-Ride 40 parabolic 3-leaf, 40,000# - Heavy Duty	\$	1,112.00	\$	-
186AC7	4.45	Mack M-Ride 46 parabolic 3-leaf 46,000#	\$	909.00	\$	-
186AD0	4.46	Mack M-Ride 52 parabolic 3-leaf, 52,000#	\$	1,685.00	\$	-
186AD1	4.47	Mack M-Ride 52 parabolic 11-leaf, 52,000# - Heavy Duty	\$	1,773.00	\$	-
186AE5	4.48	HMX 400 Hendrickson Haulmax rubber suspension 40,000#	\$	1,231.00	\$	-
186AE6	4.49	HMX 460 Hendrickson Haulmax rubber suspension 46,000#	\$	1,385.00	\$	-
186AF7	4.50	Chambers 46,000# High Stability W#29 CAN	\$	3,736.00	\$	-
186106	4.51	PAX 46 High Stability Hendrickson Primaxx Air Suspension	\$	2,968.00	\$	-
186146	4.52	PAX 522 High Stability Hendrickson Primaxx Air Suspension	\$	3,023.00	\$	-
186AF4	4.53	Neway ADZ-246 air ride suspension	\$	2,968.00	\$	-
186AF5	4.54	Neway ADZ-252 air ride suspension	\$	3,786.00	\$	-
3LAZ1X	4.55	Delete power divider lockout	\$	(153.00)	\$	-
GWXACX	4.56	55" axle spacing	\$	142.00	\$	-
ZAXA5X	4.57	Dual leveling valve air suspension height control	\$	174.00	\$	-

018AA7	4.58	Mack CRDP1501/1511 with interwheel power divider - both axles		\$ 3,182.00	\$ -
U4XA5X	4.59	Outboard centrifuse rear brake drums		\$ 240.00	\$ -
U1AA1X	4.60	Haldex automatic rear slack adjustor		STD	
U1AA8X	4.61	Haldex automatic rear slack adjustor with stainless steel pins	1	\$ 267.00	\$ 267.00
U1AB1X	4.62	Meritor automatic rear slack adjustor		\$ 1.00	\$ -
U1AB8X	4.63	Meritor automatic rear slack adjustor with stainless steel pins		\$ 267.00	\$ -
0LX11X	4.64	Aluminum preset rear hubs with integrated spindle nut		\$ 42.00	\$ -
253AB3	4.65	Air Disc Brake (17") H-Type - Require Air Disc Front Brakes		\$ 2,690.00	\$ -
253AA4	4.66	Meritor rear brakes - 16.5"7" Q+	1	STD	
253023	4.67	Meritor rear brakes - 16.5" x 8 5/8+ Q+ - N/A with dust shields		\$ 291.00	\$ -
253005	4.68	Meritor rear brakes - 16.5" x 8"+ Q+ - N/A with dust shields		\$ 213.00	\$ -
MC	4.69	10,000 lb Hendrickson Composolite Steerable Pusher Axle - includes tires and rims		\$ 11,326.00	\$ -
MC	4.70	13,000 lb Hendrickson Composolite Steerable Pusher Axle - includes tires and rims		\$ 9,791.00	\$ -
MC	4.71	20,000 lb Hendrickson Steerable Pusher Axle - includes tires and rims		\$ 12,635.00	\$ -
MC	4.72	20,000 lb Hendrickson Non-Steerable Pusher Axle - includes tires and rims		\$ 11,950.00	\$ -
MC	4.73	10,000 lb Hendrickson Composolite Steerable Tag Axle - includes tires and rims		\$ 11,826.00	\$ -
MC	4.74	13,000 lb Hendrickson Composolite Steerable Tag Axle - includes tires and rims		\$ 11,255.00	\$ -
MC	4.75	20,000 lb Hendrickson Steerable Tag Axle - includes tires and rims		\$ 14,901.00	\$ -
9GAACX	4.76	6S/6M systems sensing both rear axle wheel end sensors		\$ 440.00	\$ -
6MAC1X	4.77	Furnish Meritor wide track axle option - Need for Super Singles		\$ 1,200.00	\$ -

5.0 Fifth Wheel options

X6XA2X	5.1	Frame end tapered and open		\$ 12.00	\$ -
X6XB2X	5.2	Frame end tapered and closed		\$ 30.00	\$ -
330AB7	5.3	Fixed fifth wheel - Holland FW-35		\$ 684.00	\$ -
330AE7	5.4	Mechanical slide fifth wheel - Holland FW35, Travel - 24" slide		\$ 562.00	\$ -
330AH4	5.5	Air slide fifth wheel - Holland FW35, Travel - 24" slide		\$ 986.00	\$ -
464AA5	5.6	Stainless 1/4 fenders, mounted front of tandems		\$ 127.00	\$ -
464AA2	5.7	Plastic 1/4 fenders, mounted front of tandems		\$ 110.00	\$ -

WHX01X	5.8	Tractor package hookup		\$	297.00	\$	-
7KXA3X	5.9	Behind cab deck plate		\$	681.00	\$	-
330AB8	5.10	Holland fixed with non-tilt 5th wheel		\$	1,385.00	\$	-
330AEF	5.11	Holland manual slide 5th wheel		\$	537.00	\$	-
69XD3X	5.12	Mud flaps with brackets		\$	115.00	\$	-
69XC3X	5.13	Betts B60 stainless steel angled mud flap brackets		\$	161.00	\$	-
51XD1X	5.14	Hose tender & towel bar assembly		\$	58.00	\$	-
5ZXB1X	5.15	Coiled trailer air hose		\$	39.00	\$	-
2UAB1X	5.16	Coiled trailer electrical hose		\$	44.00	\$	-
OBS04S	5.17	Air Weight AW5800 onboard scales		\$	1,118.00	\$	-
6HXB RX	5.18	Medium height 5th wheel ramp guide		\$	228.00	\$	-
322022	5.19	Trailer hook up light		\$	74.00	\$	-

6.0 TIRES/RIMS OPTIONS:

MC	6.1	Nylon wafers or wheel guards on all wheels (10 ea.)	1	\$	51.00	\$	51.00
MC	6.2	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (10 ea.)	1	STD			
MC	6.3	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (8 ea.) in rear only		\$	16.00	\$	-
900AS0	6.4	11R 22.5 H front tires		\$	142.00	\$	-
9000A0	6.5	12R 22.5 H front tires		\$	376.00	\$	-
N/A	6.6	9000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires		No Bid			
900AC0	6.7	10,000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires	1	\$	569.00	\$	569.00
900AX0	6.8	10,500 lb. 22.5 x 12.25 front steel rims, 385/65R 22.5 J front tires		\$	609.00	\$	-
9001W0	6.9	10,500 lb. 22.5 x 12.25 front steel rims, 425/65R 22.5 J front tires		\$	669.00	\$	-
901AJ6	6.10	11R 22.5 H rear tires		\$	656.00	\$	-
531AF0	6.11	7,300 lb. 24.5" x 8.25" steel front rims		\$	5.00	\$	-
346AF5	6.12	7300 lb. 24.5" x 8.25" rear steel rims		\$	44.00	\$	-
531AF0	6.13	8,000 lb. 24.5" x 8.25" steel front rims		\$	10.00	\$	-
3460C6	6.14	8,000 lb. 24.5" x 8.25" steel rear rims		\$	164.00	\$	-
9002Q0	6.15	11R 24.5 G front tires		\$	136.00	\$	-
9002R0	6.16	11R 24.5 H front tires		\$	166.00	\$	-
901AK7	6.17	11R 24.5 G rear tires		\$	164.00	\$	-
901AK7	6.18	11R 24.5 H rear tires		\$	501.00	\$	-
NUS225	6.19	Steel spare rim, size 22.5 x 8.25		\$	572.00	\$	-
NUS245	6.20	Steel spare rim, size 24.5 x 8.25		\$	660.00	\$	-

NUS090	6.21	Steel spare rim, size 22.5 x 9.0		\$	878.00	\$	-
NUS225	6.22	Steel spare rim, size 22.5 x 12.25		\$	720.00	\$	-
900AB0	6.23	12R22.5 H front tires		\$	618.00	\$	-
901AK2	6.24	12R 22.5 H rear tires		\$	2,137.00	\$	-
7FXC1X	6.25	Wheel lug wrench - includes handle		\$	48.00	\$	-
5310C1	6.26	Aluminum front wheel - 22.5 x 8.25		\$	246.00	\$	-
531AI6	6.27	Aluminum front wheel - 24.5 x 8.25		\$	342.00	\$	-
5310N1	6.28	Aluminum front wheel - 22.5 x 9.0	1	\$	475.00	\$	475.00
531AJ0	6.29	Aluminum front wheel - 22.5 x 12.25		\$	387.00	\$	-
49AA1X	6.30	Polished aluminum front wheel		\$	48.00	\$	-
49AB1X	6.31	Dura-bright bright finish front wheels		\$	248.00	\$	-
346AI7	6.32	Aluminum rear wheels - 22.5 x 8.25	1	\$	960.00	\$	960.00
3460G6	6.33	Aluminum rear wheels - 24.5 x 8.25		\$	1,120.00	\$	-
235095	6.34	Polished aluminum rear wheel all eight (8) wheels		\$	320.00	\$	-
2350A5	6.35	Dura-bright bright finish on all eight (8) rear wheels		\$	1,410.00	\$	-
2350C5	6.36	Dura-bright bright finish on all four (4) outboard rear wheels		\$	705.00	\$	-
900AA6	6.37	11R22.5 G Michelin XZE2 front tires		\$	378.00	\$	-
900AX9	6.38	11R22.5 H Bridgestone M863 front tires		\$	596.00	\$	-
900166	6.39	315/80R22.5 L Michelin XZUS front tires		\$	532.00	\$	-
9007766	6.40	315/80R22.5 L Continental HAU3 WT front tires		\$	415.00	\$	-
900AW2	6.41	385/65R22.5 J Michelin XZY3 front tires		\$	284.00	\$	-
900AW4	6.42	425/65R22.5 L Michelin XZY3 front tires		\$	366.00	\$	-
9004X0	6.43	425/65R22.5 L Bridgestone M870		\$	148.00	\$	-
901601	6.44	11R22.5 G Bridgestone M713 Ecopia rear tires		\$	(320.00)	\$	-
901090	6.45	11R22.5 G Bridgestone M760 Ecopia rear tires		\$	(480.00)	\$	-
901BO9	6.46	11R22.5 G Michelin X Line Energy D rear tires		\$	605.00	\$	-
901AJ6	6.47	11R22.5 H Bridgestone M799 rear tires		\$	220.00	\$	-
90109K	6.48	11R22.5 H Bridgestone M771 rear tires		\$	345.00	\$	-
901BG0	6.49	11R22.5 H Michelin XDN2 rear tires		\$	1,510.00	\$	-
901BN1	6.50	11R22.5 H Michelin XDS2 rear tires		\$	2,292.00	\$	-
9016U1	6.51	11R22.5 H Michelin X Works D		\$	2,165.00	\$	-
9016N1	6.52	11R22.5 H Michelin Multi Energy D		\$	818.00	\$	-

7.0**BRAKE SYSTEM OPTIONS:**

VHXBVX	7.1	Wabco System Saver 1200 Plus heated air dryer	1	STD	
UWXB1X	7.2	Manual cable drain valves on air tanks		\$	27.00 \$ -

N/A	7.3	Heated air tank		No Bid	
UWXE3X	7.4	Auto drain valves on air tanks, heated	1	\$ 48.00	\$ 48.00
300AD0	7.5	MGM type TR-T rear brake chambers		\$ 48.00	\$ -
N/A	7.6	S.S. pins on slack adjuster yoke (2 ea. per yoke) For all air brake chambers		No Bid	
N5FAJX	7.7	Inverted rear brake chamber mounting in lieu of regular mounting		\$ -	\$ -
MC	7.8	Relocate air dryer		\$ 272.00	\$ -
VHXB NX	7.9	Bendix AD9 heated air dryer		\$ 105.00	\$ -
VHXB PX	7.10	Bendix AD-IP EP heated air dryer		\$ 320.00	\$ -
1130E3	7.11	Wabco System Saver 1200 Twin heated air dryer		\$ 683.00	\$ -
UWXC1X	7.12	Petcock DRAIN Valves on brake system tanks		STD	
UWXA1X	7.13	In Tank Auto heated drain valve		\$ 42.00	\$ -
UWXB1X	7.14	Lanyard control on supply wet tank		\$ 16.00	\$ -
MC	7.15	Lanyard control on all brake system tanks		\$ 36.00	\$ -
U2XA1X	7.16	Aluminum air reservoirs	1	\$ 223.00	\$ 223.00
U2XA2X	7.17	Polished aluminum air reservoirs		\$ 292.00	\$ -
VSXD1X	7.18	Increase air capacity for installation of extra axles		\$ 298.00	\$ -
698AA7	7.19	MACK Road Stability Adv. Bendix ABS/ATC/RSA w/YAW control with mud/snow switch		\$ 780.00	\$ -
698AA5	7.20	Bendix ABS system with traction control 4S/4M	1	STD	
H9CA1X	7.21	Furnish automatic traction control (ATC full disable switch)	1	\$ 105.00	\$ 105.00
300AA3	7.22	Haldex "Gold Seal Plus" brake chamber		STD	
300AA3	7.23	Haldex "Gold Seal Plus" brake chamber (3" Stroke)		\$ 32.00	\$ -
300AB1	7.24	Haldex "Life Seal Plus" brake chamber		\$ 53.00	\$ -
300AB1	7.25	Haldex "Life Seal Plus" brake chamber (3" Stroke)		\$ 73.00	\$ -
300AB3	7.26	MGM TR-T2 Brake Chambers (Tamper Resistant & Breather Tubes)		\$ 40.00	\$ -
300AB5	7.27	MGM TR-T2 Long Stroke Brake Chambers (Tamper Resistant & Breather Tubes)		\$ 40.00	\$ -
300AB8	7.28	MGM TR3030LP3THD	1	\$ 46.00	\$ 46.00
3MBC1X	7.29	Electric horn sound when driver door open with park brake released		\$ 67.00	\$ -
2ZBA1X	7.30	Schreader valve, secondary		\$ 47.00	\$ -
ss	7.31	Relocate all air reservoir in frame	1	\$ 58.00	\$ 58.00
141OF1	7.32	Air reservoir in frame, one reservoir on the RH rail behind Cleartech		\$ 112.00	\$ -

8.0 ENGINE/EXHAUST AND FUEL TANKS OPTIONS:

1000T0	8.1	Mack MP7-345C 325HP@1500-1700 RPM (Peak) 1950 RPM (Gov) 1350 LB-FT Torque		STD	
1000U0	8.2	Mack MP7-355C 355HP@1600-1800 RPM (Peak) 2100 RPM (Gov) 1250 LB-FT Torque	1	\$ 296.00	\$ 296.00
1000Q0	8.3	Mack MP7-365C 365HP@1350-1700 RPM (Peak) 1950 RPM (Gov) 1450 LB-FT Torque		\$ 575.00	\$ -
1000V0	8.4	Mack MP7-375C 375HP@1450-1900 RPM (Peak) 2100 RPM (Gov) 1350 LB-FT Torque		\$ 840.00	\$ -
1000Z0	8.5	Mack MP7-395C 395HP@1450-1700 RPM (Peak) 1950 RPM (Gov) 1550 LB-FT Torque		\$ 1,302.00	\$ -
1000W0	8.6	Mack MP7-425C 425HP@1500-1800 RPM (Peak) 2100 RPM (Gov) 1550 LB-FT Torque		\$ 2,060.00	\$ -
100100	8.7	Mack MP8-415C 415HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1650 LB-FT Torque		\$ 1,960.00	\$ -
100140	8.8	Mack MP8-425C 425HP@1500-1900 RPM (Peak) 2100 RPM (Gov) 1550 LB-FT Torque		\$ 2,230.00	\$ -
100450	8.9	Mack MP8-445C 455HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1850 LB-FT Torque		\$ 2,759.00	\$ -
100490	8.10	Mack MP8-455C 455HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1750 LB-FT Torque		\$ 2,994.00	\$ -
1004F0	8.11	Mack MP8-505C 505HP@1500-1700 RPM (Peak) 1950 RPM (Gov) 1850 LB-FT Torque		\$ 4,077.00	\$ -
DPF08F	8.12	Cleartech RH Frame Rail relcoated for Twin Steer		\$ 3,545.00	\$ -
DPF0106	8.13	Cleartech with DPF vertical RH side BOC, w/SCR vertical LH side BOC		\$ 3,848.00	\$ -
130AB6	8.14	Single (R/S) Outboard Frame Mounted Vertical Straight Exhaust Stack Turned Out		STD	
130AD7	8.15	No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura Diffuser, Turned End	1	\$ 291.00	\$ 291.00
130AC4	8.16	Dual Vertical Straight Exhaust Stack Turned Out End - N/A with Allison Transmission		\$ 1,269.00	\$ -
130AB4	8.17	Dual Vertical Straight Exhaust Stack w/Bullhorns - N/A with Allison Transmission		\$ 2,755.00	\$ -
130AA9	8.18	Underframe Right Side Inboard Mounted		\$ 110.00	\$ -

Q0AC1X	8.19	Single, Bright finish heat shield & stack	1	\$ 75.00	\$ 75.00
Q0AF1X	8.20	Dual, Bright finish heat shield & stack		\$ 150.00	\$ -
Q0AC2X	8.21	Single, Bright finish heat shield, stack & elbow		\$ 189.00	\$ -
Q0AF2X	8.22	Dual, Bright finish heat shield, stack & elbow		\$ 400.00	\$ -
8NAB1X	8.23	Bright finish stainless steel heat shield for frame mounted Mack Cap DPF	1	\$ 198.00	\$ 198.00
288AC2	8.24	50 Gallon LH aluminum 22" Dia fuel tank		\$ (300.00)	\$ -
288AB3	8.25	66 Gallon LH aluminum 22" Dia fuel tank		\$ (248.00)	\$ -
288AB4	8.26	72 Gallon LH aluminum 26" Dia fuel tank		\$ (180.00)	\$ -
288AB6	8.27	88 Gallon LH aluminum 22" Dia fuel tank		\$ (177.00)	\$ -
288AB7	8.28	93 Gallon LH aluminum 26" Dia fuel tank		\$ (100.00)	\$ -
288AB9	8.29	116 Gallon LH aluminum 22" Dia fuel tank		\$ (86.00)	\$ -
288AE3	8.30	50 Gallon LH Aluminum D-Shape		\$ (260.00)	\$ -
288AD5	8.31	66 Gallon LH Aluminum D-Shape		\$ (208.00)	\$ -
288AD8	8.32	88 Gallon LH Aluminum D-Shape		\$ (125.00)	\$ -
288AE0	8.33	116 Gallon LH Aluminum D-Shape		\$ (15.00)	\$ -
288AF2	8.34	66 Gallon LH Aluminum D-Shape with Integral DEF Tank		STD	
288AF3	8.35	72 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$ 17.00	\$ -
288AF5	8.36	88 Gallon LH Aluminum D-Shape with Integral DEF Tank	1	\$ 184.00	\$ 184.00
288AF6	8.37	93 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$ 260.00	\$ -
288AF7	8.38	111 Gallon LH Aluminum D-Shape with Integral DEF Tank		\$ 450.00	\$ -
2880E8	8.39	111 & 66 Gallon Aluminum D-Shape tanks, 66 Gallon isolated for Hyd oil		\$ 839.00	\$ -
290AC1	8.40	50 Gallon RH aluminum 22" Dia fuel tank		\$ 288.00	\$ -
290AB3	8.41	66 Gallon RH aluminum 22" Dia fuel tank		\$ 357.00	\$ -
290AB6	8.42	88 Gallon RH aluminum 22" Dia fuel tank		\$ 452.00	\$ -
290AE1	8.43	50 Gallon RH Aluminum D-Shape		\$ 340.00	\$ -
290AD4	8.44	72 Gallon RH Aluminum D-Shape		\$ 449.00	\$ -
290AD7	8.45	93 Gallon RH Aluminum D-Shape		\$ 553.00	\$ -
290AE1	8.46	50 Gallon RH Aluminum D-Shape		\$ 331.00	\$ -
290AD3	8.47	66 Gallon RH Aluminum D-Shape		\$ 410.00	\$ -
290AD6	8.48	88 Gallon RH Aluminum D-Shape		\$ 520.00	\$ -
290AD8	8.49	116 Gallon RH Aluminum D-Shape		\$ 1,016.00	\$ -
R0AA1X	8.50	Single polished aluminum fuel tank		\$ 206.00	\$ -
ROAA2X	8.51	Dual polished aluminum fuel tank		\$ 412.00	\$ -
17XAFX	8.52	Isolate RH fuel tank from fuel system for hyd oil		\$ 30.00	\$ -

12AC1X	8.53	Dual draw & return fuel system		\$	82.00	\$	-
852082	8.54	Filter neck screen for fuel tank		\$	81.00	\$	-
KFXB1X	8.55	Lockable fuel tank cap		\$	35.00	\$	-
U6BC1X	8.56	Bright finish DEF tank cover		\$	33.00	\$	-
DF10O1	8.57	6.6 Gallon 22" Left Side Fuel Tank Mounted Def Tank	1		STD		
DF10P1	8.58	8.7 Gallon 26" Left Side Fuel Tank Mounted Def Tank		\$	22.00	\$	-
DF10M1	8.59	11.8 Gallon 22" Left Side Frame Mounted Def Tank		\$	48.00	\$	-
223AA2	8.60	Bright Finish Aluminum steps & stainless steel bright finish straps		\$	146.00	\$	-
223AA3	8.61	Bright Finish Fuel Tank Straps - Single Tank	1	\$	32.00	\$	32.00
HZXBAX	8.62	Flocs oil change system w/disconnecting fittings		\$	133.00	\$	-

9.0 ENGINE RELATED OPTIONS:

MC	9.1	Oil fill and dipstick EZ access	1		STD		
N/A	9.2	Delco 35 SI Brushless Alternator, 135 AMP			No Bid		
N/A	9.3	Delco 24 SI Alternator, 130 AMP			No Bid		
N/A	9.4	Delco 24 SI Alternator, 145 AMP			No Bid		
N/A	9.5	Leece-Neville Alternator, 145 AMP			No Bid		
125045	9.6	Dual element air cleaner			STD		
1VAADX	9.7	Donaldson Single Stage Air cleaner per spec 12.1 (Inside/Outside Air Intake)	1	\$	329.00	\$	329.00
MC	9.8	Thumb screws for Donaldson. Single stage Air Cleaner			STD		
2930D3	9.9	Fuel/water separator/heated/ Thermostatically controlled, Davco		\$	522.00	\$	-
2930A3	9.10	Davco 387 water separator, non heated		\$	156.00	\$	-
293AA2	9.11	Non-heated fuel/water separator, Mack w/manual drain valve (integral w/primary fuel filter	1		STD		
HWXD1X	9.12	Coolant spin on filter/conditioner	1	\$	55.00	\$	55.00
183AA2	9.13	Front engine powered take off adapter and radiator cut out		\$	119.00	\$	-
N/A	9.14	Air applied fan drive, Kysor two speed K32 Duro speed fan			No Bid		
N/A	9.15	Air applied fan drive, _____ (Brand)			No Bid		
118AA5	9.16	Viscous fan drive - Behr Electronically modulated	1		STD		
124AB3	9.17	Radiator hose package (Silicone) per Spec 12.2	1	\$	279.00	\$	279.00
130AB6	9.18	Curved exhaust pipe end	1		STD		
MC	9.19	Fuel tank per specification 12.7					
5NXA1X	9.20	Engine block heater	1		STD		
E8XH5X	9.21	In line fuel heater		\$	473.00	\$	-

E8XH5X	9.22	In tank fuel heater		\$ 407.00	\$ -
N/A	9.23	Fuel cooler		No Bid	
121AA5	9.24	Radiator bug screen	1	STD	
110AA5	9.25	Engine brake system	1	STD	
MC	9.26	Relocate air dryer		\$ 272.00	\$ -
119AA6	9.27	Extended life anti-freeze	1	\$ 55.00	\$ 55.00
	9.28	Starter motor options			
NCX15X	9.29	Delco 39MT-MXT Starter	1	STD	
NCXD1X	9.30	Mitsubishi electric 105P planetary gear reduction starter		\$ 53.00	\$ -
MC	9.31	Relocate fuel filter		\$ 297.00	\$ -
124AA5	9.32	Silicone radiator & heater hose with gate valve on each heater hose		\$ 233.00	\$ -
124014	9.33	Mack brand EPDM radiator & heater hoses with 1/4 turn ball valve		\$ 92.00	\$ -
124AB2	9.34	Rubber Hose In & Out Fuel Heater, Silicone on all other lines		\$ 221.00	\$ -
132AB9	9.35	Delco 160AMP Brush Type Alternator (28SI)	1	STD	
132AB6	9.36	Delco 165AMP Brushless Alternator (36SI)		\$ 206.00	\$ -
132AB8	9.37	Delco 165AMP Brushless Alternator (36SI) w/Remote Voltage Sensing		\$ 235.00	\$ -
132AF2	9.38	Delco 240 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing		\$ 516.00	\$ -
132062	9.39	Delco 320 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing		\$ 894.00	\$ -
113AA5	9.40	Meritor/Wabco 636 (37.4 CFM) air compressor	1	STD	
121AA8	9.41	Winterfront over radiator (-40F and up)		\$ 113.00	\$ -
121AA4	9.42	Extreme Winterfront over radiator (-40F to -60F)		\$ 214.00	\$ -
QHXC1X	9.43	Corrosion resistant oil pan - Recommended for snow plow trucks		\$ 147.00	\$ -
SSOILP	9.44	Stainless steel oil pan	1	\$ 2,435.00	\$ 2,435.00
293AA3	9.45	Davco 387 heated fuel-water separator		\$ 437.00	\$ -
EFXASX	9.46	120V, 1000W block heater with 150W oil pan heater wired to same receptacle		\$ 137.00	\$ -
NDXA1X	9.47	Electric preheater	1	\$ 62.00	\$ 62.00
36AD1X	9.48	Tether device -furnish cap retainer for oil fill, radiator overflow tank, battery box & tool box when furnish		\$ 27.00	\$ -
416AA2	9.49	Rear engine PTO (Repto): Flange SAE 1350/1410/ISO 7647		\$ 2,115.00	\$ -
416AA2	9.50	Rear engine PTO (Repto): Splined Shaft Groove (Female) DIN 5462 for isntall of hydraic pump		\$ 2,115.00	\$ -

TYXC1X	9.51	Air operated PTO control - includes in cab control (RMPTO only)		\$ 118.00	\$ -
TYXE1X	9.52	PTO switch and light with wiring and piping	1	\$ 181.00	\$ 181.00
TYXG3X	9.53	PTO switch and light with wiring and piping - M-Drive transmission		\$ 181.00	\$ -

TRANSMISSION OPTIONS:

N/A	10.1	2 plate 14" ceramic clutch option for manual transmission		No Bid	
133AD5	10.2	2 plate 15½" ceramic clutch option for manual transmission		STD	
RBXA1X	10.3	External grease fitting for throw out bearing		STD	
133AD6	10.4	Adjustment free option for 2 plate clutches		\$ 55.00	\$ -
7RXAEX	10.5	Synthetic (TranSynd) lubrication for Automatic Transmission	1	\$ 351.00	\$ 351.00
7RXB1X	10.6	Synthetic lubrication for manual transmission		STD	
136AX6	10.7	Allison 3000-RDS 5/6 speed push button, PTO	1	\$ 7,386.00	\$ 7,386.00
136055	10.8	Allison 3000-RDS 5/6 speed push button, PTO, w/output retarder		\$ 9,783.00	\$ -
136B06	10.9	Allison 3000-EVS 6 speed push button, PTO		\$ 9,625.00	\$ -
136AP6	10.10	Allison 4000-RDS 5 speed push button, PTO		\$ 13,751.00	\$ -
136AQ6	10.11	Allison 4000-RDS 6 speed push button, PTO		\$ 13,751.00	\$ -
13605G	10.12	Allison 4000-RDS 6 speed push button, PTO, w/output retarder		\$ 19,959.00	\$ -
136AU6	10.13	Allison 4000-EVS 6 speed push button, PTO		\$ 14,972.00	\$ -
136AS6	10.14	Allison 4500-RDS 6 speed push button, PTO		\$ 14,772.00	\$ -
13605I	10.15	Allison 4500-RDS-R 6 speed, with retarder, push button, PTO		\$ 21,226.00	\$ -
136AW6	10.16	Allison 4500-EVS 6 speed push button, PTO		\$ 16,251.00	\$ -
1360Y6	10.17	Mack TMD12AFD-HD automated 12 speed transmission (direct drive)		\$ 3,718.00	\$ -
1360Z6	10.18	Mack TMD12AFD-HD automated 12 speed transmission (over drive)		\$ 3,718.00	\$ -
136146	10.19	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (direct drive)		\$ 7,438.00	\$ -
136156	10.20	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (over drive)		\$ 7,438.00	\$ -
136176	10.21	Mack TMD13AFD-HD automated 14 speed. Transmission, ultra-low creeper/multi-speed reverse (over drive)		\$ 7,839.00	\$ -
136AD5	10.22	Fuller FRO-14210C, 10 speed manual transmission, PTO		STD	
136AD6	10.23	Fuller RTO-14908LL, 10 speed manual transmission, PTO		\$ 855.00	\$ -
136AD3	10.24	Fuller FRO-16210C, 10 speed manual transmission, PTO		\$ 1,298.00	\$ -
136AEO	10.25	Fuller RTO-16908LL, 10 speed manual transmission, PTO		\$ 1,585.00	\$ -

136AF8	10.26	Fuller FRO-18210C, 10 speed manual transmission, PTO		\$ 1,614.00	\$ -
136AG2	10.27	Fuller RTO-14909ALL, 11 speed manual transmission, PTO		\$ 1,390.00	\$ -
136AG1	10.28	Fuller RTO-16909ALL, 11 speed manual transmission, PTO		\$ 2,102.00	\$ -
136AF9	10.29	Fuller RTLO-18913A, 13 speed manual transmission, PTO		\$ 2,848.00	\$ -
136AG0	10.30	Fuller RTLO-18918B, 18 speed manual transmission, PTO		\$ 3,407.00	\$ -
1UXC1X	10.31	Air assist clutch		\$ 387.00	\$ -
1UXD1X	10.32	Mechanical clutch cable		\$ 160.00	\$ -
2XAA1X	10.33	Open grated clutch pedal		\$ 16.00	\$ -
139049	10.34	Transmission oil cooler	1	STD	
83AA1X	10.35	Driveshaft guard for center bearing		\$ 32.00	\$ -
492008	10.36	T-Handle shift lever for Allison - Floor mounted		\$ 327.00	\$ -
MC	10.37	Allison shift to neutral when park brake engaged	1	STD	
FSXWQX	10.38	3rd or 4th gear hold for Allison transmission		\$ 150.00	\$ -
139019	10.39	Stainless steel transmission coolant pipes	1	\$ 175.00	\$ 175.00
189AA2	10.40	PTO PTR-FL, Single RH (Inner)		\$ 1,763.00	\$ -
189AA3	10.41	PTO PTR-DM, Single RH, DIN 5462 (Inner)		\$ 1,040.00	\$ -
1890C9	10.42	PTRD-D3, Dual RH/LH, DIN 5462 Right & Left		\$ 1,764.00	\$ -
1890E9	10.43	PTRD-D4, Dual RH/LH, SAE 1400 Flange Right & Left		\$ 1,821.00	\$ -
8260F6	10.44	GP1-41 Parker gear pump - requires M-Drive transmission and RMPO		\$ 505.00	\$ -
8260G6	10.45	GP1-60 Parker gear pump - requires M-Drive transmission and RMPO		\$ 637.00	\$ -
8260H6	10.46	GP1-80 Parker gear pump - requires M-Drive transmission and RMPO		\$ 684.00	\$ -
826046	10.47	F1-61R Parker gear pump - requires M-Drive transmission and RMPO		\$ 740.00	\$ -
826036	10.48	F1-81R Parker gear pump - requires M-Drive transmission and RMPO		\$ 825.00	\$ -
826056	10.49	F1-101R Parker gear pump - requires M-Drive transmission and RMPO		\$ 997.00	\$ -

11.0 ELECTRICAL OPTIONS:

N/A	11.1	Resettable circuit breaker electrical protection		No Bid	
N/A	11.2	Automatic reset circuit breakers		No Bid	
N/A	11.3	Solid state circuit protection		No Bid	
N/A	11.4	Circuit box under hood or end of frame, each		No Bid	
318AA3	11.5	Battery disconnect switch off negative side	1	\$ 113.00	\$ 113.00

LLXC1X	11.6	Remote jump start terminals		\$ 128.00	\$ -
N/A	11.7	Back up alarm (Preco Factory Model)		No Bid	
LSXH1X	11.8	OEM daytime running lights	1	STD	
316AA7	11.9	3000 CCA batteries in lieu of 1950CCA		\$ 66.00	\$ -
316AA6	11.10	3 each 650/1950 CCA batteries in lieu of 2 each batteries	1	STD	
393AB0	11.11	Battery box aft of cab		\$ 46.00	\$ -
N/A	11.12	Grote 44710 flasher		No Bid	
MC	11.13	Signal Stat 935 turn signal per Spec 12.6	1	STD	
MC	11.14	Auxiliary customer access circuits	1	STD	
NJXA3X	11.15	Switch for snowplow lights mounted on instrumental panel. Includes wiring terminated near headlights, for customer mounted auxiliary snowplow lights.	1	\$ 80.00	\$ 80.00
N/A	11.16	Power source terminal-2 stud type-mounted on firewall or inside cab with ground to frame rail and to starter, with 6 gauge wire.		No Bid	
N/A	11.17	10-position switch panel mounted on instrument panel. Includes 10 lighted switches, ignition control; switches will control relays which will feed stud type junction block mounted inside cab.		No Bid	
136SPD	11.18	Vehicle speed sensor with speed signal at fuse panel for sander ground speed control system.	1	\$ 20.00	\$ 20.00
393AC4	11.19	Battery box left hand rail back of fuel tank		\$ 216.00	\$ -
N/A	11.20	Battery terminal cable with tall battery terminal nuts		No Bid	
3XAA1X	11.21	Dash mounted indicator body/hoist up body builder lamp		\$ 71.00	\$ -
O5AGAX	11.22	RH/LH led work light on both side of truck		\$ 132.00	\$ -
L5XF1X	11.23	Polished aluminum battery box cover	1	\$ 60.00	\$ 60.00
L5XL1X	11.24	Molded plastic with splash guard		\$ 34.00	\$ -
L5XH1X	11.25	Painted steel battery box		No Bid	
L5XJ1X	11.26	Lockable steel battery box		\$ 69.00	\$ -
MOXAAX	11.27	Battery shock pad		\$ 4.00	\$ -
B83083	11.28	Body Link w/cab floor pass thru hole/rubber boot		STD	
B83093	11.29	Body Link w/o cab floor pass thru hole/rubber boot	1	\$ 225.00	\$ 225.00
EAXB1X	11.30	2 Extra dash mounted illuminated toggle switches		\$ 17.00	\$ -
EAXA2X	11.31	One extra dash mounted rocker switch thru battery for local installed items		\$ 10.00	\$ -
EAXA1X	11.32	One extra dash mounted rocker switch thru ignition for local installed items		\$ 10.00	\$ -

EAXD4X	11.33	Six extra switches 2-15A ignition, 1-20A ignition, 1-10A ignition, 1- 5A battery, & 1-20A battery	1	\$ 128.00	\$ 128.00
EAXAUX	11.34	Eight switches - front strobe, rear strobes, wing light, wing strobe, sander light, tail gate lock, and vibrator		\$ 275.00	\$ -
5RXA3X	11.35	Back up alarm with intermittent feature (Ambient noise sensitive, 90 & 78 DB)		\$ 114.00	\$ -
5RXA6X	11.36	Ecco back-up alarm 575 constant sound level	1	\$ 85.00	\$ 85.00
5RXA5X	11.37	Ecco back-up alarm SA917 ambient noise sensitive		\$ 114.00	\$ -
5RXA7X	11.38	Pollak 41-722 constant audible (mounted on rear crossmember)		\$ 94.00	\$ -
NGXB1X	11.39	Fog lights		\$ 107.00	\$ -
NGXP1X	11.40	Fog lights provisions - includes dash control & wiring for local installation of fog lights		\$ 14.00	\$ -
NEXD1X	11.41	Incandescent tail light		STD	
JMXC1X	11.42	Brake lighting on with engine brake		\$ 94.00	\$ -
NEXD2X	11.43	LED type tail lights	1	\$ 230.00	\$ 230.00
316AA9	11.44	Three Mack 925 CCA AGM Long Life Batteries		\$ 263.00	\$ -
316AB2	11.45	Four Mack 1000/4000 CCA		\$ 188.00	\$ -
N7XC1X	11.46	Switch in dash with wiring to cab roof, above LH & RH doors for local installation of strobe lights		\$ 36.00	\$ -
N7XB3X	11.47	(2) Roof Mounted Whelan Strobes with switch in dash		\$ 1,892.00	\$ -
N4AA1X	11.48	LH roof mounted spot light		\$ 344.00	\$ -
5FBB1X	11.49	Trucklite LED side marker light		\$ 119.00	\$ -

12.0 CAB EXTERIOR OPTIONS:

LXXD1X	12.1	Dual electric horns	1	STD	
154AC3	12.2	Air horns, dual, round, with snow shields		\$ 109.00	\$ -
154AA3	12.3	Dual rectangular air horns	1	\$ 83.00	\$ 83.00
15H07H	12.4	Fender mirrors per Spec 12.4		\$ 153.00	\$ -
152AA4	12.5	Heated mirrors per Spec 12.5 -West Coast		\$ 119.00	\$ -
N/A	12.6	Remote control for R.H. mirror & heated		No Bid	
152AC4	12.7	Remote control for dual mirrors & heated - Bulldog stylized mirrors illuminated with integral convex mirror	1	\$ 488.00	\$ 488.00
N/A	12.8	Upcharge for cab extension or larger cab		No Bid	
N/A	12.9	Severe duty aluminum cab option		No Bid	
944AGO	12.10	Dupont Highway orange paint or equal		\$ 31.00	\$ -
924034	12.11	Premium paint color option		\$ 233.00	\$ -

924014	12.12	Imron paint option		STD	
996AA3	12.13	Imron and clear coat paint option	1	STD	
950045	12.14	Top of hood painted flat black		\$ 706.00	\$ -
MC	12.15	Cab Air Ride Suspension	1	STD	
MC	12.16	Tilting hood per Spec 12.8	1	STD	
26XA1X	12.17	Butterfly option on hood		\$ 413.00	\$ -
N/A	12.18	Transverse hood opening w/setback axle		No Bid	
N/A	12.19	Front fender mounted turn signals		No Bid	
157027	12.20	Cab visor, external, painted to match cab color		\$ 212.00	\$ -
2KXA1X	12.21	Front fender extensions	1	\$ 105.00	\$ 105.00
2HXA1X	12.22	Front fender mud flaps	1	STD	
148AA5	12.23	Arctic winter wiper blades	1	\$ 22.00	\$ 22.00
JQXABX	12.24	Optional windshield washer tank		\$ 31.00	\$ -
MC	12.25	Per truck charge for all trucks, key identical		\$ 43.00	\$ -
Q4XACX	12.26	RH observation prism window in door		\$ 32.00	\$ -
N4AA1X	12.27	Spotlight LH, RH, or roof mounted each		\$ 71.00	\$ -
243043	12.28	Front tow hooks	1	STD	
6PXZ1X	12.29	Rear tow hooks		\$ 25.00	\$ -
MC	12.30	Per truck charge for all trucks, key identical - 4 keys		\$ 39.00	\$ -
152AA7	12.31	Remote control for dual mirrors & heated - Aerodynamic		\$ 191.00	\$ -
152AB6	12.32	Remote control for dual mirrors & heated - Aerodynamic body color		\$ 151.00	\$ -
152AC0	12.33	Aerodynamic Moto-Mirror Package: LH/RH Motorized & Heated		\$ 581.00	\$ -
148AA5	12.34	Heated electric wiper blades		\$ 157.00	\$ -
145AA5	12.35	Heated windshield	1	\$ 425.00	\$ 425.00
WSXAAX	12.36	One piece windshield	1	\$ 97.00	\$ 97.00
OEAA1X	12.37	Bright finish hood intake	1	STD	
400AA6	12.38	Bright finish bars with surround grille	1	\$ 86.00	\$ 86.00
512AA6	12.39	Bullet type chrome marker & clearance lights	1	\$ 75.00	\$ 75.00
312AB5	12.40	Led type marker & clearance lights	1	\$ 75.00	\$ 75.00
7HX10X	12.41	RH tool box mounted on frame rail		\$ 256.00	\$ -
153AA3	12.42	Heated convex mirrors		\$ 39.00	\$ -
12AB1X	12.43	Electronic keyless entry		\$ 151.00	\$ -
15H02H	12.44	Bright finish RH fender mirror		\$ 77.00	\$ -
15H0GH	12.45	Bus style 1/4 round black finish fender mirrors		\$ 222.00	\$ -
157037	12.46	Stainless steel exterior sun visor	1	\$ 288.00	\$ 288.00
4UAB1X	12.47	Bright Finish hood latches		\$ 89.00	\$ -

15H0NH	12.48	10" round bright finish heated fender mirrors		\$	272.00	\$	-
43X40X	12.49	Rect convex mirror above RH driver door window		\$	27.00	\$	-

13.0 CAB INTERIOR OPTIONS:

	13.1	Medium grade interior trim package					
004014	13.2	Comfort Trim Package, Steel Gray		\$	292.00	\$	-
004024	13.3	Comfort Trim Package, Sierra Tan		\$	292.00	\$	-
	13.4	Premium grade interior trim package					
004034	13.5	Preferred Trim Package, Steel Gray	1	\$	762.00	\$	762.00
004044	13.6	Preferred Trim Package, Sierra Tan		\$	762.00	\$	-
N6XR2X	13.7	Round universal gauge package	1		STD		
146AA4	13.8	Power window, passenger side	1		STD		
146AA3	13.9	Power window/both passenger and driver window	1		STD		
1740C4	13.10	O.E.M factory installed, AM/FM stereo, Weather Band,		\$	(28.00)	\$	-
17400N	13.11	O.E.M factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth	1		STD		
174054	13.12	O.E.M factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/Xm Satellite		\$	181.00	\$	-
174AA2	13.13	Radio accommodation package includes antenna, power supply and two speakers (No radio)		\$	(127.00)	\$	-
174094	13.14	Infotainment + Premium Stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/XM Satellite		\$	1,036.00	\$	-
MAS03S	13.15	Navigation, requires Infotainment		\$	770.00	\$	-
MAS04S	13.16	Prep-Kit for Backup Camera, requires Infotainment		\$	146.00	\$	-
MAS05S	13.17	Navigation & Prep-Kit for Backup Camera, requires Infotainment		\$	919.00	\$	-
173AA4	13.18	O.E.M factory installed, air conditioning	1		STD		
MC	13.19	Cab mounted non-resettable hour meter	1		STD		
PVXZ1X	13.20	Dash mounted air cleaner air restriction gauge - (Display in Co-Pilot only)	1		STD		
N6XR2X	13.21	Transmission temp gauges	1		STD		
3CAA1X	13.22	Windshield defroster fan w/switch dash mounted		\$	101.00	\$	-
IFXC1X	13.23	Between seats mounted console		\$	359.00	\$	-
MC	13.24	Transmission oil sensor (check & fill)	1		STD		
N/A	13.25	CB hot jacks dash mounted			No Bid		
N/A	13.26	Tilt & telescope steering wheel			No Bid		
XXRB1X	13.27	Tilt steering wheel	1		STD		

NPXB1X	13.28	Self canceling turn signals	1	STD	
196AAA	13.29	Mack - Air Drivers Seat, High Back, 1 Chamber Air Lumbar		STD	
196196	13.30	Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar		\$ 496.00	\$ -
1961A6	13.31	Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat	1	\$ 486.00	\$ 486.00
196ABQ	13.32	Mack - Air Drivers Seat, high back, 4 Chaber Air Lumbar, Bolster, Extension		\$ 436.00	\$ -
196ACK	13.33	Mack - Air Drivers Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat		\$ 509.00	\$ -
1961B6	13.34	National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar		\$ 346.00	\$ -
1961D6	13.35	National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat		\$ 441.00	\$ -
MAPA1X	13.36	Drivers Seat Covering, Black Mordura		\$ 250.00	\$ -
MAP03P	13.37	Drivers Seat Covering, Blended Black & Gray Mordura		\$ 257.00	\$ -
MAP04P	13.38	Drivers Seat Covering, Black Vinyl		\$ 171.00	\$ -
MAP03P	13.39	Drivers Seat Covering, Blended Black & Gray Vinyl		\$ 45.00	\$ -
MAPB1X	13.40	Drivers Seat Covering, Vinyl		STD	
MAPC1X	13.41	Drivers Seat Covering, Vinyl/Cloth Mix		\$ 194.00	\$ -
MAPD1X	13.42	Drivers Seat Covering, Ultra Leather		\$ 635.00	\$ -
MPA06P	13.43	Drivers Seat Covering, Blended Black & Gray Vinyl/Cloth Mix	1	\$ 211.00	\$ 211.00
MAP07P	13.44	Drivers Seat Covering, Blended Black & Gray Ultra Leather		\$ 649.00	\$ -
1970C7	13.45	Omit Riders Seat		\$ (70.00)	\$ -
197AA1	13.46	Mack - Fixed Rider Seat, High Back	1	STD	
197AA2	13.47	Mack - Fixed Rider Seat, High Back w/Storage Box		\$ 71.00	\$ -
1971C7	13.48	Mack - Fixed Rider Wide Bench Seat, Mid Back w/Storage Box		\$ 381.00	\$ -
1971J7	13.49	Mack - Fixed Rider Bench Seat, Mid Back w/Storage Box		\$ 231.00	\$ -
197AAA	13.50	Mack - Air Riders Seat, High Back, 1 Chamber Air Lumbar		\$ 107.00	\$ -
1971D7	13.51	Sears - Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar		\$ 463.00	\$ -
1971E7	13.52	Sears-Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat		\$ 483.00	\$ -
197ABQ	13.53	Mack - Air Riders Seat, high back, 4 Chaber Air Lumbar, Bolster, Extension		\$ 624.00	\$ -
197ACK	13.54	Mack - Air Riders Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat		\$ 675.00	\$ -

1971F7	13.55	National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar		\$ 348.00	\$ -
1971H7	13.56	National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat		\$ 437.00	\$ -
MAQA1X	13.57	Riders Seat Covering, Black Mordura		\$ 250.00	\$ -
MAQ04Q	13.58	Riders Seat Covering, Blended Black & Gray Mordura		\$ 257.00	\$ -
MAQ05Q	13.59	Riders Seat Covering, Black Vinyl		\$ 171.00	\$ -
MAQB1X	13.60	Riders Seat Covering, Vinyl		STD	
MAQC1X	13.61	Riders Seat Covering, Vinyl/Cloth Mix		\$ 194.00	\$ -
MAQD1X	13.62	Riders Seat Covering, Ultra Leather		\$ 635.00	\$ -
MAQ07Q	13.63	Riders Seat Covering, Blended Black & Gray Vinyl/Cloth Mix		\$ 211.00	\$ -
MAQ07Q	13.64	Riders Seat Covering, Blended Black & Gray Vinyl/Cloth Mix	1	\$ 211.00	\$ 211.00
MAQ08Q	13.65	Riders Seat Covering, Blended Black & Gray Ultra Leather		\$ 649.00	\$ -
3PXA1X	13.66	Inboard mounted driver arm rest		\$ 21.00	\$ -
3PXC1X	13.67	Inboard mounted driver & rider arm rest	1	\$ 40.00	\$ 40.00
3PXZ1X	13.68	Without Drivers or Riders Armrest		STD	
0HAB1X	13.69	Driver seat dust cover	1	\$ 9.00	\$ 9.00
0HAA1X	13.70	Passenger seat dust cover - Not Available with fix passenger seat		\$ 11.00	\$ -
5920E2	13.71	Drive & Rider Seatbelt with Height Adjustable D-Ring, Orange in Color		\$ 88.00	\$ -
5920I2	13.72	Orange driver & rider seat belt		\$ 76.00	\$ -
2QAB1X	13.73	Push button type starter		\$ 14.00	\$ -
C0J0022	13.74	Co-pilot driver display (enhanced 4.5" diagonal graphic LCD display w/4-button stalk control - includes guard dog routine maintenance monitoring	1	STD	
PFXB1X	13.75	Roadwatch ambient air temp gauge for outside and road temps - requires aero-dynamic mirrors		\$ 755.00	\$ -
786046	13.76	5lb fire extinguisher between driver seat base and door with valve aimed rearward	1	\$ 63.00	\$ 63.00
784034	13.77	Reflector kit parallel to inside of rider base seat	1	\$ 27.00	\$ 27.00
784044	13.78	Reflector kit mounted parallel & centered agaist BOC		\$ 32.00	\$ -
173AA6	13.79	Blend air HVAC with ATC temp regulation & APADS		\$ 169.00	\$ -
I6AA1X	13.80	Cab cleanout - includes in cab pneumatic line	1	\$ 53.00	\$ 53.00
3JAA1X	13.81	Cobra 29LTD Classc CB radio		\$ 343.00	\$ -
3JAA3X	13.82	Cobra 19DX-IV Compact Cb Radio w/Dynamic Mic		\$ 153.00	\$ -
73AC1X	13.83	48" Radio antenna right side mirror mounted	1	\$ 4.00	\$ 4.00
5BxB5X	13.84	48"CB Antenna left side mirror mounted		\$ 38.00	\$ -

1WAC1X	13.85	CB Binding Posts in Overhead Console		\$ 17.00	\$ -
5JXAKX	13.86	CB Mounting in Overhead Console		\$ 48.00	\$ -
0LAA1X	13.87	Auto shutoff for radio when truck is in reverse		\$ 55.00	\$ -
CCXZ1X	13.88	Without Secondary Gauge Pckage		STD	
CCXG1X	13.89	Exhaust pyrometer, transmission oil temperature, boost pressure and brake application gauges	1	\$ 75.00	\$ 75.00
CCXF1X	13.90	Exhaust pyrometer, transmission oil temperature, engine oil temperature and brake application gauges		\$ 100.00	\$ -
CCXD1X	13.91	Exhaust pyrometer, transmission oil temperature, boost pressure and engine oil temperature gauges		\$ 75.00	\$ -
CCXE1X	13.92	Exhaust pyrometer, transmission oil temperature, engine oil temperature and air cleaner restriction gauges		\$ 100.00	\$ -
E1AAAX	13.93	Rear Axle temperature gauge		\$ 91.00	\$ -
I0XAJX	13.94	Red floor lighting w/switch plus (4) door lamps w/switches		\$ 103.00	\$ -
IFXC1X	13.95	Interior storage console mounted on floor between seats w/12 volt power outlet		\$ 359.00	\$ -
IFXD1X	13.96	Bodybuilder interior console mounted to floor between seats		\$ 243.00	\$ -

14.0 MN/DOT OPTIONS:

	14.1	Additional warranty coverage per spec 12.9			
M510Z1	14.2	Engine Plan 2 60 months 250,000 miles		\$ 2,910.00	\$ -
M51131	14.3	Engine Plan 2 72 months 250,000 miles		\$ 4,690.00	\$ -
M51141	14.4	Engine Plan 2 84 months 250,000 miles	1	\$ 6,270.00	\$ 6,270.00
M511B1	14.5	Engine Plan 2 60 months 250,000 miles - HP over 460 horses		\$ 4,308.00	\$ -
M511F1	14.6	Engine Plan 2 72 months 250,000 miles - HP over 460 horses		\$ 6,961.00	\$ -
511G1	14.7	Engine Plan 2 84 months 250,000 miles - HP over 460 horses		\$ 9,414.00	\$ -
M53083	14.80	Engine after-treatment systems (EATS) 60 months 250,000 miles		\$ 942.00	\$ -
M530Y3	14.90	Engine after-treatment systems (EATS) 72 months 250,000 miles		\$ 1,708.00	\$ -
M531O3	14.10	Engine after-treatment systems (EATS) 84 months 250,000 miles	1	\$ 2,274.00	\$ 2,274.00
M53083	14.11	Engine after-treatment systems (EATS) 60 months 250,000 miles - HP over 460 horses		\$ 1,566.00	\$ -
M530Y3	14.12	Engine after-treatment systems (EATS) 72 months 250,000 miles - HP over 460 horses		\$ 2,087.00	\$ -
M531O3	14.13	Engine after-treatment systems (EATS) 84 months 250,000 miles - HP over 460 horses		\$ 2,408.00	\$ -
M54174	14.14	M-Drive HD Transmission 48 months 500,000 miles		\$ 2,166.00	\$ -
M54184	14.15	M-Drive HD Transmission 60 months 500,000 miles		\$ 3,216.00	\$ -

N/A	14.15	Allison 60 month unlimited mileage Extended Warranty		\$ 1,312.00	\$ -
M560A6	14.16	HVAC (Air Conditioning) 60 months		\$ 840.00	\$ -
M59089	14.17	Starter 60 months 300,000 miles		\$ 282.00	\$ -
M60080	14.18	Alternator 60 months 300,000 miles		\$ 324.00	\$ -
M61071	14.19	Starter & Alternator 60 months 300,000 miles		\$ 438.00	\$ -
	14.20	Prebuild specification meeting (per person) to be held in St. Paul/Minneapolis area.		\$ 1.00	\$ -
	14.21	Pilot inspection meeting (per person).		\$ 2,250.00	\$ -

15.0 TRAILER TOW OPTIONS:

WHXQ2X	15.1	Trailer tow package extended to rear of frame	1	\$ 417.00	\$ 417.00
WHXG6X	15.2	Trailer package extend to rear of frame per Spec 12.12		\$ 534.00	\$ -
321031	15.3	Single 7 pin SAE type, end of frame	1	\$ 117.00	\$ 117.00
3210M1	15.4	Dual 7 pins standard SAE type, end of frame (1) for trailer with electric brakes, (1) for trailer with air brakes		\$ 213.00	\$ -
WGXA1X	15.5	Hand control valve for trailer brakes	1	\$ 48.00	\$ 48.00

16.0 MANUALS / TRADE-IN INTEREST FEE:

	16.1	Percent interest per month (non-compounding) on unpaid cab & chassis balance. Applies only to CPV Members. (Payable after trade-in is delivered to vendor). Percentage/per month.			
	16.3	Manuals in print form, parts repair and service, per set		No Bid	
	16.4	Premium Tech Tool		\$ 4,000.00	\$ -

17.0 Delivery Charges:

		Price per loaded mile Starting Point			
	17.1	Roseville, MN 55113		\$ 2.50	\$ -

18.0 Maintenance/ Body Shop Labor rates

	18.1	Rate for Initial Inspection/Diagnosocce		\$ 195.00	\$ -
	18.2	Rate for Mechanical Work		\$ 195.00	\$ -
	18.3	Rate for Body Work		\$ 195.00	\$ -

19.0 Quantity Discounts:

20 Next Model Year Upcharges

		Enter the following Production Model Year here >>>>>>>>	1	2026	
--	--	---	---	------	--

	20.1	Percentage Upcharge for the following Model Year Base Unit		2.00%	\$ -
	20.2	Percentage Upcharge for the following Model Year Options		2.00%	\$ -

Total Cost: \$ 156,122.00



1130 73rd Avenue NE
 Fridley, MN 55432
 (763) 571-1902
 1-800-795-1902
 Fax # (763) 571-5091

Highway 60 East
 Lake Crystal, MN 56055
 (507) 726-6041
 1-800-722-0588
 Fax # (507) 726-2984

www.crysteeltruck.com

AN EQUAL OPPORTUNITY EMPLOYER

Date: 10/16/2024
 Company: City of Forest Lake
 Contact: Dave Adams
 Phone#: 651-209-9736

Reference: T/A Truck
 Address: 1408 Lake Street South

Email: dave.adams@ci.forest-lake.mn.us

City: Forest Lake

State: MN

Dealer	Nuss	Chassis Estimated Delivery	
Truck Make	Mack	Front Frame Extension	Yes/NO
Model Year		Front Mount Hyd or PTO	
Truck Model		Air Tank Location	
CA or CT		Air Dryer Location	
Transmission		Battery Box Location	
Cab Color		Exhaust clearance	
		Def/Fuel Tank clearance	

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA

CONTRACT NO: 212553

RELEASE NO: T-863(5)

CONTRACT PERIOD: May 1, 2022 THROUGH November 30, 2022

EXTENSION OPTION: Up to 53 months

1-UNIT

STATE COOPERATIVE PRICING

QTY

Price Each

Extended

1.0 Body				
1	1.11	Crysteel Elliptical SD TA 15.5' x 96" Crysteel Select Elliptical body Specifications: Crysteel Select Standard Elliptical Body Tandem Axle Side board style 15'6" x 96" 36" Side, Single Wall Elliptical, 7ga A1011 steel 56" Front, 7ga A1011 steel, Pressed in front brace 1/4" AR450 Floor 14" wide, 7ga 201 SS rear posts & rubrail Western I-Beam 46" Tailgate, air trip hardware, 7ga A1011 steel, 2H Braces, spreader chain, banjo 1.5" off set top hinge Standard FMVSS 108 LED lights Crysteel 5 year limited-Years 1,2,& 3 100% Parts and labor-Year 4 & 5 50-50 Parts	\$16,151.00	\$16,151.00
1	1.3	Air operated tailgate latch Select SD TA	Standard	Standard
1	1.4	Box Vibrator - Cougar DC-3200 12VDC Select SD TA	\$1,504.00	\$1,504.00
1	1.5	Installation of body Select SD TA	\$1,899.00	\$1,899.00
1	1.001	Body for Marathon/Mailhot hoist	\$393.00	\$393.00

1	1.004	Add for 2" of Side Height (PFOB)	\$65.00	\$65.00
1	1.005	Add for 2" of Tailgate Height (PFOB)	\$67.00	\$67.00
1	1.031	Elliptical Folding Ladder Installed	\$82.00	\$82.00
1	1.038	(1) grab handle (each)	\$136.00	\$136.00
1	1.039	(1) step (each)	\$136.00	\$136.00
1	1.040.	Add for double linked tailgate hardware 1.5" thick	\$102.00	\$102.00
1	1.050.	Sander fitting in front face of rear pillar, split manifold mount	\$463.00	\$463.00
1	1.051	Extra Set of Oval Light Cutouts in Rear Pillar	\$0.00	\$0.00
2	1.053	Add LED Oval Strobe Light in Rear Pillar	\$267.00	\$534.00
1	1.054	Body up light installed TBEI	\$215.00	\$215.00
1	1.055	Whisker Switch	\$185.00	\$185.00
1	1.057	Buyers color back up camera system, camera heated, waterproof, night vision	\$935.00	\$935.00
1	1.064	24" Mild Steel Free Standing Cabshield adjustable height-Mild Steel uprights	\$1,733.00	\$1,733.00
1	1.067	35 Gal Reservoir-Mild Steel-Black-2" suction, in tank return line filter	\$1,624.00	\$1,624.00
	1.071	Paint Mild steel stationary 24" cab shield w/wiper	\$697.00	\$0.00
1	1.073	(2) shovel holders in stationary cab shield uprights - Vertical	\$304.00	\$304.00
1	1.074	(2) Pair Surface Mount LED Amber Strobes Mounted in stationary cabshield-2	\$756.00	\$756.00
1	1.075	One (1) Pair Surface Mount LED Amber Strobes Mounted in Customer Supplied	\$410.00	\$410.00
2 Rear Facing in Rear Pillar, 2 Side Facing in Rear Pillar				
1	1.091	Mountain window shade asphalt tarp system 10-16' box P/N PT300	\$2,194.00	\$2,194.00
1	1.094	Mountain flip down arm P10-Hoop	\$553.00	\$553.00
1	1.097	(1) set tandem axle poly fenders w/o lights M4001B	\$2,004.00	\$2,004.00
1	1.101	(1) set front mount anti-sail mud flaps installed	\$222.00	\$222.00
<u>1.0 Finish Paint</u>				
1	1.20.	Shot blast, seal and paint 15'-15.5' 1 color	\$4,764.00	\$4,764.00
<u>1.0 Undercoat</u>				
1	1.26	Undercoat underside 15-15.5' box	\$671.00	\$671.00
<u>2.0 Hoist</u>				
1	2.1	Installation of Marathon hoist	\$1,487.00	\$1,487.00
1	2.10.	M63138DA Marathon w/greaseable hinge14'-15.5'	\$5,539.00	\$5,539.00
1	2.14	MAR-Hoist stabilizer	\$2,145.00	\$2,145.00
<u>3.0 Scraper</u>				
1	3.1	Installation of 4500-FX - underbody plow only	\$3,568.00	\$3,568.00
1	3.2	Monroe 4510 FX Under Body Scraper 00173427I	\$14,055.00	\$14,055.00
10	3.6	FX-7/8" CARBIDE CUTTING EDGE ILO OF 1/2" PER FOOT	\$98.00	\$980.00
1	3.10.	FX-EXT WLDMT,SCPR,1',RH 20" MLDBD	\$1,389.00	\$1,389.00
1	3.11	FX-Add for moving driver side fuel tank out and up for scraper install	\$1,074.00	\$1,074.00
1	3.12	FX-Add for moving air tank for proper scraper install-per air tank	\$443.00	\$443.00
1	3.13	FX-Add for moving battery box for proper scraper install	\$760.00	\$760.00
1	3.14	FX-Add for moving air dryer for proper scraper install	\$443.00	\$443.00
<u>4.0 Wing</u>				
1	4.1	Installation of Double Function Wing Plow	\$3,839.00	\$3,839.00
1	4.9	MLDBD ASSY,WING,10PWMB-TE,TPR(RHL REQ)	\$8,405.00	\$8,405.00
RHL REQUIRED (CHOOSE ONE)				
10	4.25	3/4 x 6 CARBIDE CE W/1/2" COVER ILO OF STD-PER FOOT - ADD	\$123.00	\$1,230.00
1	4.41	DFW-Single hyd. ext. push arm nitrogen cushion TA Plow Truck	\$2,426.00	\$2,426.00

1	4.48	DFW-MONROE-WING,PW,316,TPR,PARA - RH FRONT MOUNT KIT-NO TRIP/TE	\$9,506.00	\$9,506.00
1	4.63	DFW-GREASE LINE KIT,POST,WING,PARA-INSTALLED ON POST	\$662.00	\$662.00
1	4.67	DFW-(1) 4" LED wing light installed 605-1492115	\$339.00	\$339.00
1	4.69	DFW-Whelen WPLOW1A Rear Facing Wing Strobe	\$507.00	\$507.00
0.50	6.29	Marker w/ hardware (Front Plows Section)	\$156.00	\$78.00
<u>5.0 Front Hitch</u>				
1	5.1	Installation of front hitch	\$2,823.00	\$2,823.00
1	5.2	Added installation cost for power reversing plow	\$570.00	\$570.00
1	5.6	MC7092 tilt, low profile w/fold flat lift arm 00102712 Jaw Style	\$3,554.00	\$3,554.00
1	5.20	(2) side plates of 3/4" material	\$790.00	\$790.00
1	5.28	4" x 10" DA lift cylinder 05002953	\$745.00	\$745.00
<u>6.0 Plows</u>				
1	6.102	MTE MC6000 quick hitch-2.0 OSC-Bolt On - 00012721i	\$1,969.00	\$1,969.00
1	6.4	Monroe MP41R12-ISCT Full Trip Reversible 00043611 1725#	\$11,359.00	\$11,359.00
1	6.16	2WFT-COMPRESSION TRIP EDGE ILO OF FULL TRIP(Adds 3" of height)	\$9,133.00	\$9,133.00
12	6.18	2WFT-3/4 x 6 CARBIDE CE W/1/2" COVER ILO OF STANDARE-PER FOOT	\$123.00	\$1,476.00
1	6.28	2WFT-JACK KIT,PARKING,REMOVABLE - SCREW ADJ	\$248.00	\$248.00
1	6.29	2WFT-MARKERS,36"ORANGE WITH HARDWARE,NO CABLE	\$156.00	\$156.00
12	6.31	2WFT-12" X 3/8" 2-PLY RUBBER BELT INSTALLED - PER FOOT OF PLOW	\$34.00	\$408.00
1	6.127	Boss LED, Heated plow lights w/harness, w/Factory Plow Light Pkg (add mounting	\$1,101.00	\$1,101.00
1	6.132	LED plow light brackets	\$485.00	\$485.00
<u>7.0 Pup Hitch</u>				
1		Provide electric and air to rear of truck (chassis must have a tractor package at	\$893.00	\$893.00
1	7.1	Installation of 3/4" Pull Plate	\$1,327.00	\$1,327.00
1	7.2	Hitch plate assy-D-rings, Gussets, Plug, Gladhands	\$775.00	\$775.00
1	7.4	Electronic brake controller	\$959.00	\$959.00
1	7.9	(1) Electronic 97DB back up alarm installed	\$148.00	\$148.00
1	6.15	For 30 ton pintle hook (450-PH30)	\$156.00	\$156.00
<u>8.0 Sander</u>				
1	8.1	Installation of Under Tailgate Sander	\$1,855.00	\$1,855.00
1	8.7	SPREADER,UT,MS969-OW/DD-DD,304	\$7,713.00	\$7,713.00
1	8.10.	UTS-SPINNER ASSY,TGT,LH,304,POLY DISC,SEAL SAVER	\$1,490.00	\$1,490.00
1	8.17	UTS-SHIELD WLDMT,TGT,MS-UT,RH,304	\$359.00	\$359.00
1	8.18	UTS-SHIELD WLDMT,TGT,MS-UT,LH,304	\$485.00	\$485.00
1	8.11	UTS-SPEED SENSOR IN DRIVE MOTOR,100 PPR ADD	\$694.00	\$694.00
1	8.22	UTS-(1) 4" LED sander light installed 605-1492110	\$339.00	\$339.00
<u>9.0 HYDRAULICS</u>				
1		Force Ultra 6100		
1	9.007	9 Functions-6100EX Electric Controlled-INSTALLED	\$36,036.00	\$36,036.00
1	9.009	6100 - Scraper Kit -- (Auto Reverse Lift - Accumulator)	\$2,895.00	\$2,895.00
1	9.010	6100 - Wing Kit -- (Lock Valves - Counterbalance Valve)	\$448.00	\$448.00
1	9.013	6100 - Add for Floor Mount Option	\$881.00	\$881.00
1	9.017	6100 - Add for Optional LCD Display mounting Bracket	\$100.00	\$100.00
1	9.018	6100 - Add for read Scraper Pressure LCD	\$423.00	\$423.00
1	9.027	6100 - PTO Hyd ILO Front Pump - 287 Constant Mesh PTO & TXV120 7.3 CID	\$3,364.00	\$3,364.00
1	9.042	6100 - Add for Camera Kit	\$542.00	\$542.00

1	9.041	6100 - Add for Adapter harness for Camera	\$100.00	\$100.00
1	9.045	Add for 6100-GEN5-ARC-WIRED	\$1,119.00	\$1,119.00
1	9.052	6100 - Add for C10038-E Return Line Manifold	\$471.00	\$471.00
1	9.053	6100 - Add for C10190 Pressure Release Valve	\$176.00	\$176.00
1	9.27	U-2 Under Body Accumulator Kit with Lock Valve	\$1,091.00	\$1,091.00

Total Package Price

\$196,633.00

PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES

Cost Per Loaded Mile for Delivery:

\$4.00

Starting Point:

Fridley, MN

*A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT OFF THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT

*NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. EXHAUST SYSTEMS CANNOT BE MODIFIED.

*ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYSTEEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, ETC. EXTRA CHARGES MAY APPLY

Vendor Name:	Crysteel Truck Equipment-Fridley
Contact Person:	Josh Taylor
Street Address:	1130 73rd Ave NE
City, State, Zip:	Fridley, MN 55432
Phone #:	(763) 235-5487
Toll Free #:	(800) 795-1280
Fax #:	(763) 571-5091
Email Address:	jtaylor@crysteeltruck.com

STAFF REPORT



MEETING DATE: October 28, 2024

STAFF ORIGINATOR: Dave Adams, Public Works Director

AGENDA ITEM: WTP #1 Softener Refurbishment Project Pre-Approval

INTRODUCTION:

As part of the 2025 Water Fund CIP, there is \$185,000 to refurbish the three softeners at Water Treatment Plant #1. This is the last year of a three-year plan to refurbish the softeners at all three water plants in the City. The past two years staff has asked for and received early approval to place the order for the softener media.

ANALYSIS:

Public Works had ranked the three plants for order of need and are following this plan for rehabilitation. WTP #3 – 2023 (completed), WTP #2 – 2024 (completed), and WTP #1 – 2025. Public Works has spec'd, bid out, and will manage the project. The 2025 CIP budget for the project is \$185,000 and low bid has come in at \$132,300. The remaining dollars budgeted is reserved for possible painting of the inside of the vessels. The condition of the interior of the vessels are unknown until the existing media is removed. Painting of the interior is estimated at approximately \$15,000/vessel or \$45,000.

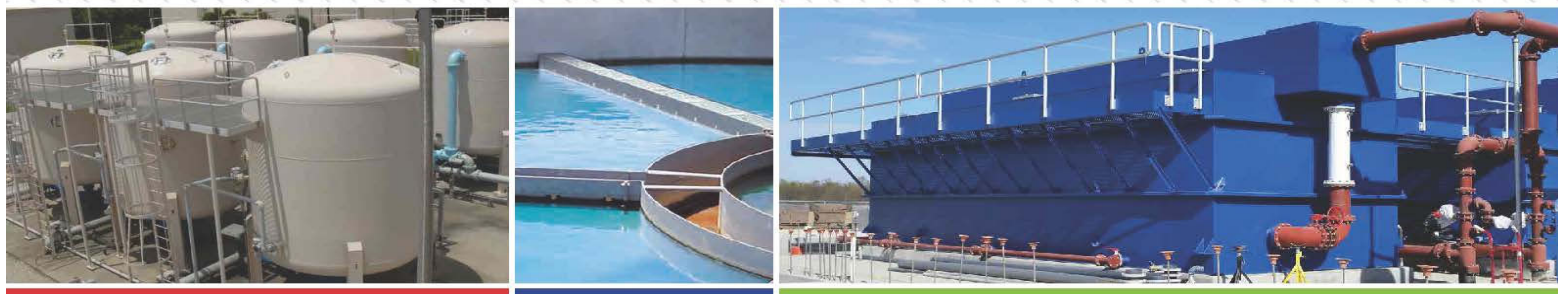
Refurbishment of the softeners requires the Water Plant to go offline during the work, so doing this project outside of peak usage season is a must, and getting the order placed for the media now is recommended so that product will arrive in early winter. No dollars will be spent on this in 2024 as expected delivery is not until sometime in January of 2025.

RECOMMENDATION:

Early approval of Water Treatment Plant Softener Refurbishment Project at WTP #2 with Kurita America for
\$132,300

ATTACHMENTS:

Forest Lake WTP1 Softener Refurbishment Quotation



Quotation

Forest Lake WTP1 Softener Refurbishment Original Tonka Water Job # 00031

Addressee: Dave Adams
Public Works Director
City of Forest Lake, MN
1408 Lake Street South
Forest Lake MN 55025

We are represented on this project by:



Matt Fritze – President/Outside Sales
Office: (651) 289-9100 **Cell:** (952) 239-2264
Email: mfritze@gnenv.com
Great Northern Environmental
1300 Helmo Ave N, Oakdale, MN 55128
See us on the web at www.gnenv.com

Quotation #: KATW10062024-1BRP
Quotation Date: 10/6/24
Quotation Expires: 30 Days

Kurita America Contact:
Brienne Peterson
6600 94th Ave. North
Minneapolis, MN 55445
USA
1-800-530-1887
b.peterson1@kurita-water.com

ABOUT KURITA AMERICA

Kurita America is a designer and manufacturer with 70 years of experience in providing customized water and wastewater systems to municipal and industrial customers with more than 2300 installations. Engineering cost-effective solutions for the most challenging surface water and ground water problems.

Key packaged solutions	Service packages and parts
• Clarification • Membrane systems • Filtration • Ion Exchange • Metals removal	• Filter media replacement • Original equipment manufacturer parts • Full array of water related parts • Troubleshooting • Upgrades and refurbishment

Kurita America Aftermarket Service and Sales is continually offering new products and services to extend equipment life, reduce water and energy usage, and replace end of life equipment.

Refurbishments

- | | |
|---|--|
| <ul style="list-style-type: none"> • Turn-key services matching original specifications • Simul-Wash™ – simultaneous air & water backwash system • BLEU™ –low profile SS dual underdrain • Uni-Cast™ Underdrain – pour in place | <ul style="list-style-type: none"> • Site-based services • Underdrain nozzles and replacement • System enhancements • Design-Build-Operate-Maintain solutions for industrial water/wastewater facilities |
|---|--|

Media Replacement and Analysis

- | | |
|---|--|
| <ul style="list-style-type: none"> • Turn-key removal and installation • Inventoried anthracite, Sand, garnet, gravel and greensand | <ul style="list-style-type: none"> • Disinfection services and media treatment services • Meets AWWA and NSF standards |
|---|--|

Parts

- | | |
|---|---|
| <ul style="list-style-type: none"> • Full line of OEM parts • Chemical feed equipment • Valves and valve rebuild parts | <ul style="list-style-type: none"> • Stocked sealing and control components • Aerator packing materials |
|---|---|

Automation and Controls

- Factory remote support and monitoring
- SCADA compliant and control
- Allen Bradley control upgrades, PLC & HMI and obsolete replacement
- Compliance reporting and trending
- Custom functional modification for ease of use like screens, tablets, PCs
- Security – firmware, smart switch

Scope of Work

Kurita America has been requested to provide a quotation to provide the necessary internal components and labor associated to refurbish 3 cation exchange water softeners for the city of Forest Lake, MN WTP#1.

Project timeline is to have the material shipped in 8-10 weeks after the receipt of purchase.

Key benefits of Kurita America for the Project

- Kurita America provided the original equipment and has the expertise to make key recommendations.
- Field Service Technicians with extensive equipment knowledge for start-up after repair.
- Certified contractors to perform removal and install of Kurita America equipment.
- Plant operation will run according to Kurita America Engineering design.

Products Provided

Filter Materials

- Kurita America is to provide new filter media. Media is to consist of exact replacement of the previously approved and installed filter media in accordance with AWWA B100-2016 specifications for filter material.
 - 9" layer of support gravel
 - 3" layer of 0.8-1.2mm torpedo sand
 - 3'-11.5" bed depth high-capacity cation resin (175 cu. Ft./softener)
 - All materials are to be shipped in one or half cubic foot bags and palletized.
- 136 underdrain nozzles
- Six (6) manway gaskets
 - Three (3) 12x16" elliptical manway gaskets
 - Three (3) 24" round manway gaskets
- Freight to the jobsite is included.

Underdrain nozzles

- Kurita America is to provide our proprietary gravel retaining ABS insert nozzle. Kurita America to provide 44 (12" on center) underdrain nozzles per tank.
- Freight to the jobsite is included

Brine Grids

- Kurita America is to provide new PVC brine distributor grids for all three (3) of the existing filter cells. Kurita America is to provide our proprietary brine grid as a direct replacement of the existing brine grid.

- Freight to the jobsite is included.

Removal and installation Services

- Kurita America is to provide a high velocity high vacuum industrial vacuum truck operation for the removal of existing filter media from the softener vessels. Once collected in the vacuum truck, the media will be dumped on site.
- Kurita America offers an entire crew for the removal of the existing damaged media and the installation of the new media and graded gravels into the softener vessels.
- Filter media will be installed in strict accordance with AWWA B100-2016 specifications for filtering material. All personnel involved in media installation are qualified under the confined space entry program. All personnel have received specified training according to OSHA25-SCFR 1910.120 including, but not limited to, confined space entry and rescue, fall arrest and lockout/tag out procedures and other specified training. Before entry into any confined space, the air will be monitored for appropriate oxygen and LEL levels. Upon completion of an air test, confined space entry permits will be filled out by the supervisor and posted near the entry point. An individual will be present at all times at the entry point.
- **Please note: If media has become solidified and/or calcified and cannot be lifted by a high velocity vacuum truck, additional labor and charges will apply.**
- **Please note: Due to any unforeseen circumstances, upon entry, if the condition of the vessels is worse than expected and require additional work upon review after media removal, additional charges and mobilizations may be necessary to complete the work, at which a change order for additional cost will be submitted to the customer for approval prior to completing work.**
- **Kurita will be on site for 3 phases:**
 - a. Removal phase – Kurita to remove filter internals, resin and gravels*
 - b. Painting phase – customer responsible for any paint or internal patch work*
 - c. Gravels and PVC installation – Kurita to perform installation**
 - d. Gravels disinfection and pressure test phase – Customer to disinfect gravels and perform hydrostatic pressure test*
 - e. Resin installation and startup – Kurita to install resin and assist in softener startup.**

Limits of Scope

- Plant personnel are required to open vessel manways and reinstall manways
- Filter disinfection is required prior to putting the filter into service. Saturating chemical and disinfection chemicals not included in this quote. Chemicals needs to be onsite prior to service visit/start-up.

- System will require additional backwashing to remove chemical treatments.
- Kurita will need to be informed of any personnel protection equipment required and if any additional requirements are needed to enter the facility (i.e. Plant Safety requirements).

Start-up Services

Kurita America's Service technician to be onsite for 2 days to ensure filter backwash sequence and flow rates are within specification. Additional inspection as time allows.

Pricing

Pricing Table	
Gravels, resin, nozzles, gaskets, brine grids, labor, freight	\$128,500.00
Kurita America Service Technician – start-up service	\$3,800.00
TOTAL (USD)	\$132,300.00

Kurita bases this proposal on the invoice schedule as shown below:

- 90% Upon Shipment of Materials**
10% Upon Services

Delivery:

1. Shipment of equipment will be made in approximately 8-10 weeks after receipt of Purchase Order.
2. This quote is valid for 30 days.

**The attached CONDITIONS OF SALE AND WARRANTIES that are incorporated herein.
For your convenience, this sheet may be used as your order for this equipment.**

Items Ordered		Kurita America Inc.
P.O. Number		Purchase orders should be addressed to:
Total Net Price		Kurita America Inc.
Firm Name and Address		6600 94th Ave. North
By (Print)		Minneapolis, MN 55445

Signature	
Date	

--

We do not include the following:

1. Mechanical or electrical installation.
2. Unloading or rigging. The contractor must provide a suitable access to the jobsite.
3. On-site storage or protection of equipment.
4. Pipe, valves or fittings other than those specifically described herein.
5. Pipe supports or hangers.
6. Motor starters, motor controls, disconnects, or any other electrical equipment other than those specifically described herein.
7. Electrical wiring or conduit.
8. Chemical feed tubing, conduit piping, hangers or supports.
9. Pumps or pumping equipment other than those specifically described herein.
10. Concrete, concrete grout or rebar.
11. Disinfection or disinfection / start-up chemicals.
12. Lubricants.
13. Pneumatic tubing or conduit.
14. Control panel wall mounting material or hardware.
15. Anchor bolts or anchoring calculations, unless specifically described herein.
16. Any items not specifically described in this proposal.
17. Seismic design considerations of equipment unless otherwise noted.

Notes:

1. Equipment is quoted f.o.b. factory with full freight allowed to the jobsite.
2. Our proposal does not include any sales or use taxes.
3. If the above proposal includes valves, piping, etc., these are to be shipped loose for assembly and installation by others unless specifically noted to the contrary.
4. The attached Kurita America standard Terms and Conditions are incorporated by reference into this quotation, will be a part of any binding agreement between you and Kurita America, and cannot be modified by you whether by the terms of your purchase order or otherwise, except to the extent expressly accepted by Kurita America in writing. You agree to abide by the terms of Section 1 ("General"), Section 3 ("Quotations") and Section 17 ("Confidential Information") of the Kurita America standard terms and conditions with respect to the information contained in this quotation and any other information provided to you by Kurita America, regardless of whether you submit an order or whether you and Kurita America enter into a binding agreement regarding the purchase of the products described herein.
5. Please note that a copy of the contractor's payment and performance bond is required to be forwarded to us as a part of normal credit approval procedures.
6. Kurita America requires partial payments based on shipped material and purchaser's account being current prior to scheduling a field technician for equipment start-up.
7. Kurita America will provide field services as outlined above in this quotation. Kurita America's field service rate is \$1200.00 per day plus travel and per diem expenses. If Kurita America field service personnel arrive on-site after a schedule is established and the project is not ready for the intended services to be performed, Kurita America will invoice for additional days, if required. If the time required is greater than listed in this quotation, Kurita America will invoice purchaser at the above field service rate plus travel and per diem expenses.
8. This proposal meets the requirements of the American Iron and Steel (AIS) Act, if specified.
9. Kurita America's manufactured product as described in this proposal meets the requirements for Build America, Buy America (BABA), if specified.

Conditions of Sale and Warranties

Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable.

1. Exclusive Terms and Conditions

Together with any other terms the parties agree to in writing, these terms and conditions of sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell goods and provide advice, instruction and other services in connection with the sale of those goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this agreement will control the relationship by accepting goods and services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.

2. Buyer Obligations

Seller will not control the actual operation of either Buyer's systems or goods at the site, and unless otherwise specifically agreed in writing, installation of goods shall be the responsibility of Buyer. Goods and services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of goods unless precluded by limitations (including, but not limited to actual space and feed water/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the goods and services due to changes in feed water/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For services to be accurate and goods to work as intended, Buyer must fulfill the following obligations ("Obligations"):

- (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feed water or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods;
- (b) operate all related systems and the goods within the agreed to control parameters or, if none, within industry customary operating conditions;
- (c) maintain all related systems and Goods in good operating condition and repair; and
- (d) maintain and handle goods in a proper and safe manner.

If Buyer fails to fulfill the foregoing obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and

3. Payment and Prices

Unless otherwise specified in writing in section 10 of this proposal document, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. [For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer.] Unless otherwise specified, all prices are ExWorks Seller's facility. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the agreement.

4. Payment for Excessive Usage; Lost and Damaged Goods

If payment for goods is based on some factor other than the actual amount of goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.

5. Deliveries

Unless stated otherwise in the proposal, Seller shall deliver all products to Buyer EXW Seller's facility, place of manufacture, or warehouse, according to INCOTERMS 2000. Shipment dates, if applicable, noted in this proposal represent Seller's best estimate of probable delivery time considering conditions known at the time this Proposal was prepared. Upon acceptance of Buyer's purchase order or, where specified in the purchase order, upon receipt of Buyer's notification to proceed with fabrication of equipment that satisfies Seller's requirements for meeting the delivery schedule, Seller shall commence fabrication of equipment. The place of delivery specified therein shall be firm and fixed, provided that Buyer may notify Seller no later than 45 days prior to the scheduled shipment date of the products of an alternate point of delivery. Provided the parties agree a variation to take into account any additional cost [or delay] incurred by Seller in implementing this

change, the alternate place of delivery shall become the agreed place of delivery for all purposes under this agreement.

6. Consigned Goods

Buyer shall bear all risk of loss and damage to all consigned goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such goods to Seller pursuant to Seller's shipping instructions.

7. Limited Warranties

Seller warrants that the goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Unless otherwise provided in any warranty schedule that may be attached hereto, the foregoing warranties are valid: (a) for chemicals and services, for 6 months from their date of delivery or the provision of Services; (b) for consumables, including filters and membranes, 12 months from their date of delivery, (c) for goods other than chemicals and consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "performance warranty document" signed between the parties on a separate basis, there is no performance warranty on goods and services or warranty on process results. For goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the goods or services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "return material authorization" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

8. Use of Equipment, Tanks, and Containers

Tanks and SBC's owned by Seller shall be used only for the storage of goods approved by Seller and, at Seller's request, shall be returned to Seller within thirty (30) days.

9. Compliance with Laws; Permits

Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration and labeling of all goods from and after Buyer's receipt of the goods, as well as for the proper management and disposal of all wastes and residues (including containers) resulting from Buyer's use of the Goods. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses of a permanent nature, or which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense.

10. Installation

For equipment purchase if applicable, installation costs of the equipment and materials supplied shall be the responsibility of the Buyer, unless otherwise provided within the Seller's proposal. Otherwise, unless stipulated in the Seller's proposal, Buyer agrees to pay for start-up supervision and operator instruction, at the Seller's prevailing rate per day. Buyer also agrees to pay reasonable expenses for transportation room and board for Seller's personnel. Standard terms of sale include two sets of operating instructions. If additional sets are required, they are available at an additional charge. Upon receipt of request for additional sets, a price quotation will be forwarded.

11. Differing Site Conditions and Hazardous Materials

In the event that Seller encounters any Hazardous Materials (shall mean toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at the Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the Seller's work under this Agreement may safely proceed.

12. Emergencies

In the event an emergency condition should occur where the protection of either the plant equipment, employees at site, or the surrounding community are threatened, Seller may procure the required and necessary equipment, personnel, or subcontract support. Seller must provide immediate notice to Buyer regarding the emergency and then provide a report after reviewing the events and

itemizing all expenditures. Buyer will reimburse Seller for all emergency related expenses.

13. Excusable Delay/Non-Performance

Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable price and performance adjustment as applicable.

14. Confidentiality and Intellectual Property

Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned

to Seller upon termination of this Agreement, or the material breach of the terms in this section.

15. Limitation on Liability

To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

16. Conflicts; Survival, Assignment

If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

17. Termination and Cancellation

This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the

work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

18. Governing Law and Dispute Resolution

This Agreement shall be governed by the substantive laws of the State of Minnesota. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Minneapolis, MN, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.

STAFF REPORT



MEETING DATE: October 28, 2024

STAFF ORIGINATOR: Richard R. Peterson, Chief of Police

AGENDA ITEM: Police Officer Hiring Recommendation

ANALYSIS:

The Forest Lake Police Department currently has a qualified candidate on an eligibility list for the open position of police officer. The candidate has completed our police officer hiring process, which included an interview panel with police officers and sergeants, and then a final interview with the Captain and Chief of Police. The candidate was forwarded on in the hiring process and completed/passed a background investigation, a medical exam and a psychological exam. The candidate, Jake Wensmann, accepted a conditional offer of employment with the Forest Lake Police Department.

Jake Wensmann has over a year of experience as a correctional officer with the Chisago County Sheriff's Office and worked with the City of Forest Lake Public Works Department as a seasonal employee for four years while attending college. He is very excited to start his new career with the Forest Lake Police Department.

If approved by the city council, Jake Wensmann's tentative first day of employment would be November 11, 2024.

RECOMMENDATION:

Approve the hiring of Jake Wensmann to fill the open position of police officer at Pay Grade 9 and Step 1 (\$36.77/hour) pursuant to the 2023-2025 LELS Local #111 Labor Contract with 40 hours of vacation time and 40 hours of sick time on his first day of employment.

ATTACHMENTS:

None

STAFF REPORT



MEETING DATE: October 28, 2024

STAFF ORIGINATOR: Richard R. Peterson, Chief of Police

AGENDA ITEM: Police Officer Hiring Recommendation

ANALYSIS:

The Forest Lake Police Department currently has a qualified candidate on an eligibility list for the open position of police officer. The candidate has completed our police officer hiring process, which included an interview panel with police officers and sergeants, and then a final interview with the Captain and Chief of Police. The candidate was forwarded on in the hiring process and completed/passed a background investigation, a medical exam and a psychological exam. The candidate, Jeremy Peltier, accepted a conditional offer of employment with the Forest Lake Police Department.

Jeremy Peltier has over six years of experience with the Wyoming Police Department and has worked as a police officer, detective, and has been their training instructor. He is very excited to start his new career with the Forest Lake Police Department.

If approved by the city council, Jeremy Peltier's tentative first day of employment would be November 11, 2024.

RECOMMENDATION:

Approve the hiring of Jeremy Peltier to fill the open position of police officer at Pay Grade 9 and Step 5 (\$45.72/hour) pursuant to the 2023-2025 LELS Local #111 Labor Contract with 40 hours of vacation time and 40 hours of sick time on his first day of employment.

ATTACHMENTS:

None

STAFF REPORT



MEETING DATE: October 28, 2024

STAFF ORIGINATOR: Jolleen Chaika, City Clerk/Interim City Administrator

AGENDA ITEM: Addendum to Recording Secretary Service Agreement

INTRODUCTION:

In 2023, the former City Administrator entered a contract with Timesaver Offsite Secretarial for recording secretary services.

ANALYSIS:

Since October, 2023, Timesaver has been providing meeting minute services to the City for Planning Commission, EDA, and City Council. The original contract with Timesaver, effective October 24, 2023 through December 31, 2023, was then extended through December 31, 2024. This service provides an efficient and effective option for meeting minutes. The proposed addendum would extend the services through December 31, 2025. The current addendum also reflects an increase of \$1.50 per hour and \$0.50 per page.

RECOMMENDATION:

Approve Addendum to Recording Secretary Service Agreement to allow continued recording secretary services.

ATTACHMENTS:

- Addendum to Recording Secretary Service Agreement
- Original Contract and 2024 Addendum

ADDENDUM TO RECORDING SECRETARY SERVICE AGREEMENT

Dated: December 31, 2024

By and between TimeSaver Off Site Secretarial, Inc. and the City of Forest Lake, 1408 Lake Street South, Forest Lake, MN 55025.

1. EXTENSION OF RECORDING SECRETARIAL SERVICE AGREEMENT: The term of the existing Agreement for Professional Services dated November 1, 2023, shall be extended under the same terms and conditions to December 31, 2025.
2. TOSS CHARGES: TOSS shall be paid for its services as recording secretary for each meeting with a one (1) hour minimum, the highest rate prevailing, as follows:
 - a. Base Rate: One Hundred Seventy-Two and 00/100 dollars (\$172.00) for any meeting up to one (1) hour (billable time) plus Forty and 50/100 dollars (\$40.50) for each thirty (30) minutes following the first one (1) hour; or
 - b. Unit Rate: Fifty-Five and 50/100 dollars (\$55.50) for the first hour of meeting time and Thirty-Seven and 00/100 dollars (\$37.00) for every hour after the first hour plus Seventeen and 25/100 dollars (\$17.25) for each page of draft minutes for submission to the City of Forest Lake for their preparation of final minutes.

At the end of the term of this Addendum or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to the Recording Secretary Service Agreement as of the day and year indicated.

January ____, 2025

CITY OF FOREST LAKE

By: _____
Jolleen Chaika

Its: Interim
~~Assistant~~ City Administrator

October 14, 2024

TIMESAVER OFF SITE SECRETARIAL, INC.

Kristin Wirth
By: _____
Kristin Wirth

Its: CFO

RECORDING SECRETARY SERVICE AGREEMENT

THIS AGREEMENT is made between TIMESAVER OFF SITE SECRETARIAL, INC. ("TOSS") and the CITY OF FOREST LAKE, ("Forest Lake").

Forest Lake wishes to retain the services of TOSS to act as recording secretary for all regular City Council, Economic Development Authority, Planning Commission, and Parks and Recreation Commission meetings during the term of this Agreement, and such special meetings as Forest Lake shall request of TOSS from time to time.

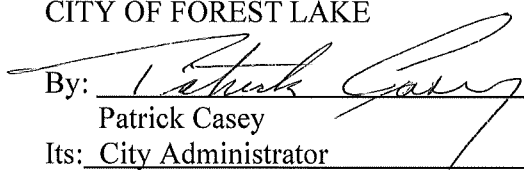
IT IS THEREFORE AGREED AS FOLLOWS:

1. Recording Secretary. TOSS shall provide a competent, experienced and professional recording secretary to transcribe and submit minutes of all Forest Lake City Council, Economic Development Authority, Planning Commission, and Parks and Recreation Commission meetings and, as requested of TOSS by Forest Lake from time to time, special meetings of its Subcommittees. Minutes of each meeting shall be prepared and submitted via e-mail to such officer as the City Clerk may designate from time to time within five (5) business days after each meeting webcast is posted.
2. Equipment. Forest Lake shall provide for each meeting at the meeting site all equipment required to record the meeting. TOSS shall provide all equipment and materials necessary to transcribe and prepare the minutes.
3. TOSS Charges. TOSS shall be paid for its services as recording secretary for each meeting with a one (1) hour minimum, the highest rate prevailing, as follows:
 - a. Base Rate: One Hundred Fifty-Nine and 00/100 dollars (\$159.00) for any meeting up to one (1) hour (billable time) plus Thirty-Seven and 75/100 dollars (\$37.75) for each thirty (30) minutes following the first one (1) hour; or
 - b. Unit Rate: Fifty-One and 75/00 dollars (\$51.75) for the first hour of meeting time and Thirty-Four and 50/100 dollars (\$34.50) for every hour after the first hour plus Sixteen and 25/100 dollars (\$16.25) for each page of draft minutes for submission to the City of Forest Lake for their preparation of final minutes.
4. Billing. When TOSS submits the minutes of each meeting, TOSS shall bill Forest Lake on TOSS' standard invoice form, which itemizes length of meeting and the number of pages of draft minutes prepared by TOSS of each meeting. Forest Lake agrees that it will submit each TOSS invoice with the next bill list or other applicable expense authorization list to be considered by the Forest Lake City Council or the authorizing official of the Council.
5. Term. This Agreement shall become effective on November 1, 2023, and shall continue in force until December 31, 2023. Either party may cancel this Service Agreement with or without cause upon thirty (30) days written notice; otherwise the Agreement shall remain in force.
6. Delegation. TOSS may, from time to time, appoint one or more persons and delegate its duties as recording secretary hereunder to its employees. TOSS warrants that any delegates will meet the minimum standards outlined in Section 1 of this Agreement.

7. No Approach for Hire. Forest Lake agrees that during the term of this Agreement and any extension to it, and for a period of six (6) months thereafter, it will not employ, hire, subcontract with, or otherwise engage as a recording secretary a person or an entity formed by a person who has acted as a recording secretary of TOSS.
8. Agreement Extension/Modification. At the end of the term of this Agreement or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement in writing.
9. Independent Contractor. The parties of this Agreement agree that TOSS is an independent contractor. TOSS is not an employee of the City and is not entitled to the benefits provided by the City to its employees, including but not limited to, health, worker's compensation and employment insurance, and pension or employee benefit plans.
10. Indemnification. TOSS shall indemnify the City against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contribution imposed or required under employment insurance, social security and income tax laws, with respect to TOSS' employees engaged in performance of the Agreement.
11. Compliance with Applicable Regulations. TOSS shall, pursuant to performance, comply with all applicable rules, regulations, statutes or ordinances of any other unit or agency of government, including but not limited to those relating to non-discrimination in hiring or labor practices.
12. Worker's Compensation. TOSS shall obtain and maintain for the duration of this Agreement, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

Dated: 10/24, 2023

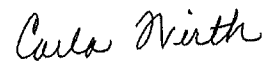
CITY OF FOREST LAKE

By: 
Patrick Casey

Its: City Administrator

Dated: October 24, 2023

TIMESAVER OFF SITE SECRETARIAL, INC.

By: 
Carla Wirth

Its: President & CEO

ADDENDUM TO RECORDING SECRETARY SERVICE AGREEMENT

Dated: December 31, 2023

By and between TimeSaver Off Site Secretarial, Inc. and the City of Forest Lake, 1408 Lake Street South, Forest Lake, MN 55025.

1. EXTENSION OF RECORDING SECRETARIAL SERVICE AGREEMENT: The term of the existing Agreement for Professional Services dated November 1, 2023 shall be extended under the same terms and conditions to December 31, 2024.
2. TOSS CHARGES: TOSS shall be paid for its services as recording secretary for each meeting with a one (1) hour minimum, the highest rate prevailing, as follows:
 - a. Base Rate: One Hundred Sixty-Seven and 00/100 dollars (\$167.00) for any meeting up to one (1) hour (billable time) plus Thirty-Nine and 50/100 dollars (\$39.50) for each thirty (30) minutes following the first one (1) hour; **or**
 - b. Unit Rate: Fifty-Four and 00/100 dollars (\$54.00) for the first hour of meeting time and Thirty-Six and 00/100 dollars (\$36.00) for every hour after the first hour plus Sixteen and 75/100 dollars (\$16.75) for each page of draft minutes for submission to the City of Forest Lake for their preparation of final minutes.

At the end of the term of this Addendum or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to the Recording Secretary Service Agreement as of the day and year indicated.

January __, 2024

CITY OF FOREST LAKE

By: _____
Patrick Casey

Its: City Administrator

October 27, 2023

TIMESAVER OFF SITE SECRETARIAL, INC.

By: Carla Wirth
Carla Wirth

Its: President & CEO

Dawn Bugge

From: Carla Wirth <timesaver.secretarial@gmail.com>
Sent: Thursday, October 26, 2023 6:14 PM
To: Dawn Bugge
Subject: 2024 rate approval + update

Caution: This email originated outside our organization; please use caution.

Hi Dawn ~

Please let me know if you have any questions from our last e-mail where I answered several questions you had.

Also, I'll need an okay on our 2024 rates. After several conversations with our CPA and municipal personnel about the financial impact of providing ESST, here are the 2024 rates.

2024 Base Rate Increase (all inclusive: based on meeting length):

1st hour + \$8.00

30 min. + \$1.75

2024 Unit Rate Increase:

1st hour + \$2.25

2nd hour + \$1.50

Page + 50 cents

Kristen has already started watching past meeting videos while following along with the minutes so she'll be ready for the Nov 8 PC meeting.

Take care,
~ Carla
TimeSaver
612 251-8999

STAFF REPORT



MEETING DATE: October 28, 2024

STAFF ORIGINATOR: Jolleen Chaika, City Clerk/Interim City Administrator

AGENDA ITEM: Letters of Agreement: DeLong Sea/Skiplane Base

INTRODUCTION:

On October 2, 2024, the Airport Commission reviewed a request from Erika DeLong asking the City to approve two Letters of Agreement (LOA) related the sea/skiplane base private airport at her home on Forest Lake.

ANALYSIS:

Ms. DeLong has obtained a private airport license through MnDOT for a sea/skiplane base – this license has already been approved and is not before Council for consideration as there are no local approvals required prior to issuance of these private airport licenses. Ms. DeLong is requesting that the City Council approve the LOA which she provided to staff in September; the proposed LOA would allow for the sea/skiplane base to operate on the same radio frequency as the Forest Lake Airport and would also reduce traffic pattern conflicts.

The LOA will remediate the adverse effects which resulted in the FAA issuing an objectionable determination related to the safe and efficient use of airspace. Note: this objectionable status is not a disapproval of the private airport. See attached FAA notice.

This request was reviewed by the Airport Commission at its October 2 meeting. The Commission voted to recommend approval of the LOA submitted by DeLong, replacing the requirement of the Airport Manager's signature with the Mayor's signature.

Silas Parmar, Bolton & Menk Aviation Engineer, has reviewed the same and has no concerns.

RECOMMENDATION:

Approve LOA and authorize Mayor Bain to sign in place of the Airport Manager.

ATTACHMENTS:

Informational packet submitted by Erika DeLong, including two Letters of Agreement.

Subject: Create an agreement due to close proximity between the Forest Lake Airport (25D) and the DeLong Sea/Skiplane Base on Lake 1.

History behind the request

Starting in the 1970s, there has been a FAA recognized seaplane base on Forest Lake's Lake 1. It started with Waldref Seaplane Base, before transferring to Mattison's Seaplane Base. This was in place until 2023, when I applied for a private airport license. While working with MNDOT, I learned that Mattison's Seaplane Base had been given up during a divorce.

Process so far

The State of Minnesota has issued me a Private Airport License (#4458) after coming out to inspect the landing site and record the GPS readings of our location, windsock, and waterfront.

I am reapplying with the FAA to reestablish the long standing procedures, using the original overlay of the initial two seaplane bases.

In talks with the FAA, below are the expected results of the Letter of Agreement:

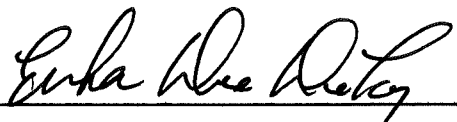
- FAA three character identifier designating a private airport and seaplane symbol on mappage
- Traffic patterns for each airport (land and sea) are designed to reduce airspace conflict.
- Sea / Ski plane traffic is routed over the water, away from town.
- Establishes a common radio frequency of 122.7 for air-to-air pilot communication.
- Will add the FAA registered location to aeronautical charts and directories.

Thank you in advance for your consideration to be added to the October 3, 2024, city airport meeting.

Letter of Agreement

As per FAA study 2024 CSA-108-LAP the following LOA is established between DeLong's Sea/Skiplane Base, a proposed private use airport, and Forest Lake Airport (25D) a public use airport.

1. A common frequency of 122.7 is hereby established and shall be used by aircraft utilizing these airports.
2. A description of each airport's traffic patterns is attached, and becomes a part of, this LOA. Traffic pattern altitudes at both airports is 1900 ft MSL
3. Type of aeronautical operations
 - a. DeLong Sea/Skiplane Base - Aircraft under 12,500 lbs on water/ice
 - b. Forest Lake (25D) - Multi use public airport

Sign: 
 Erika Dee DeLong, Owner, DeLong Sea/Skiplane Base

Date: 9/18/24

Sign: _____
 Forest Lake Airport Manager (25D)

Date: _____

Attachments:

1. DeLong Sea/Skiplane Base Diagram
2. Forest Lake Airport Diagram
3. Overhead drawing of both airports
4. Private Airport License From MN DOT

Attachment 1

- PROPOSED AIRPORT -

DeLong Sea/Skiplane Base

7353 N. Shore Trl N

Forest Lake MN

3.6 miles NE of 25D Airport

- RUNWAY -

36 water / 18 water

5000 x 1000

Elev 900

- COM FREQ -

CTAF 122.7

- TRAFFIC PATTERN -

36 W Right Hand

18 W Standard

~~1000~~ MSL (1000 AGL)

- OPERATIONS -

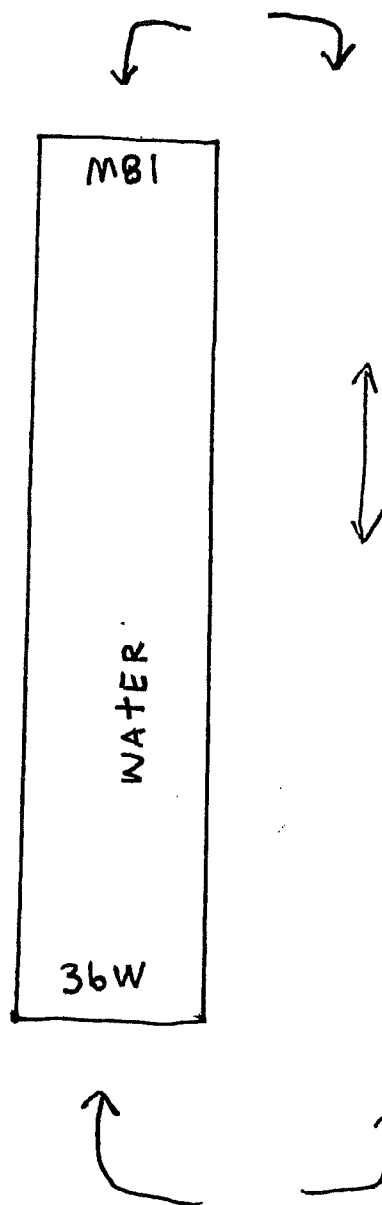
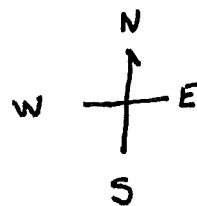
Private

daytime

VFR

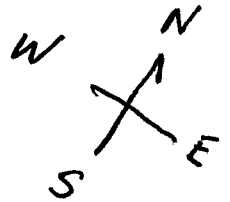
- Phone -

651-503-5437



Forest LAKE Airport(25D)

FOREST LAKE MN



- Runway 5 -

13/31 2700X75 ASPH
Elev 930

- Com Freq -

122.7

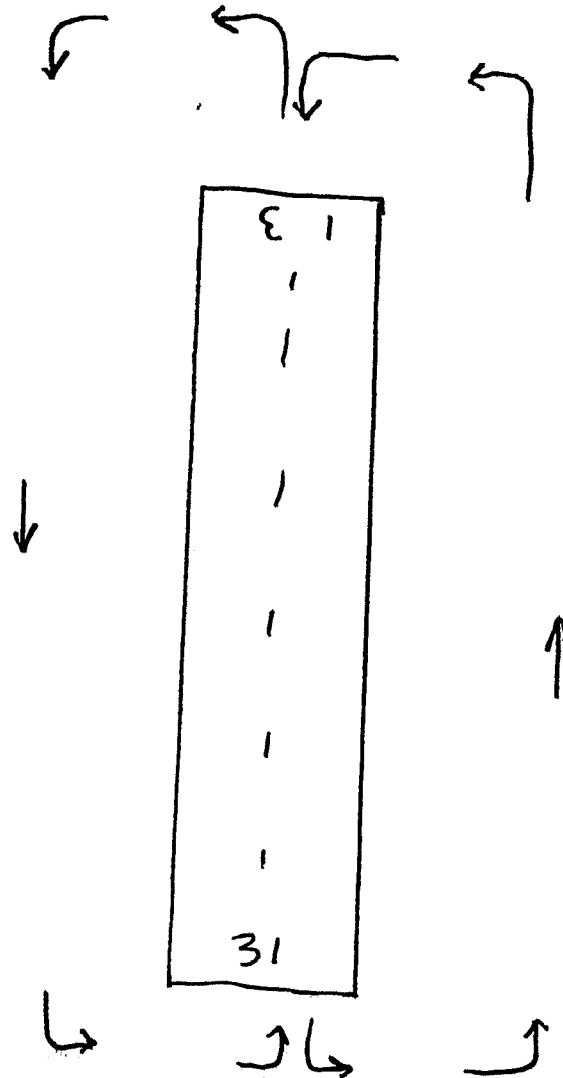
- Traffic Pattern -

13 - standard
31 - standard

- operations -

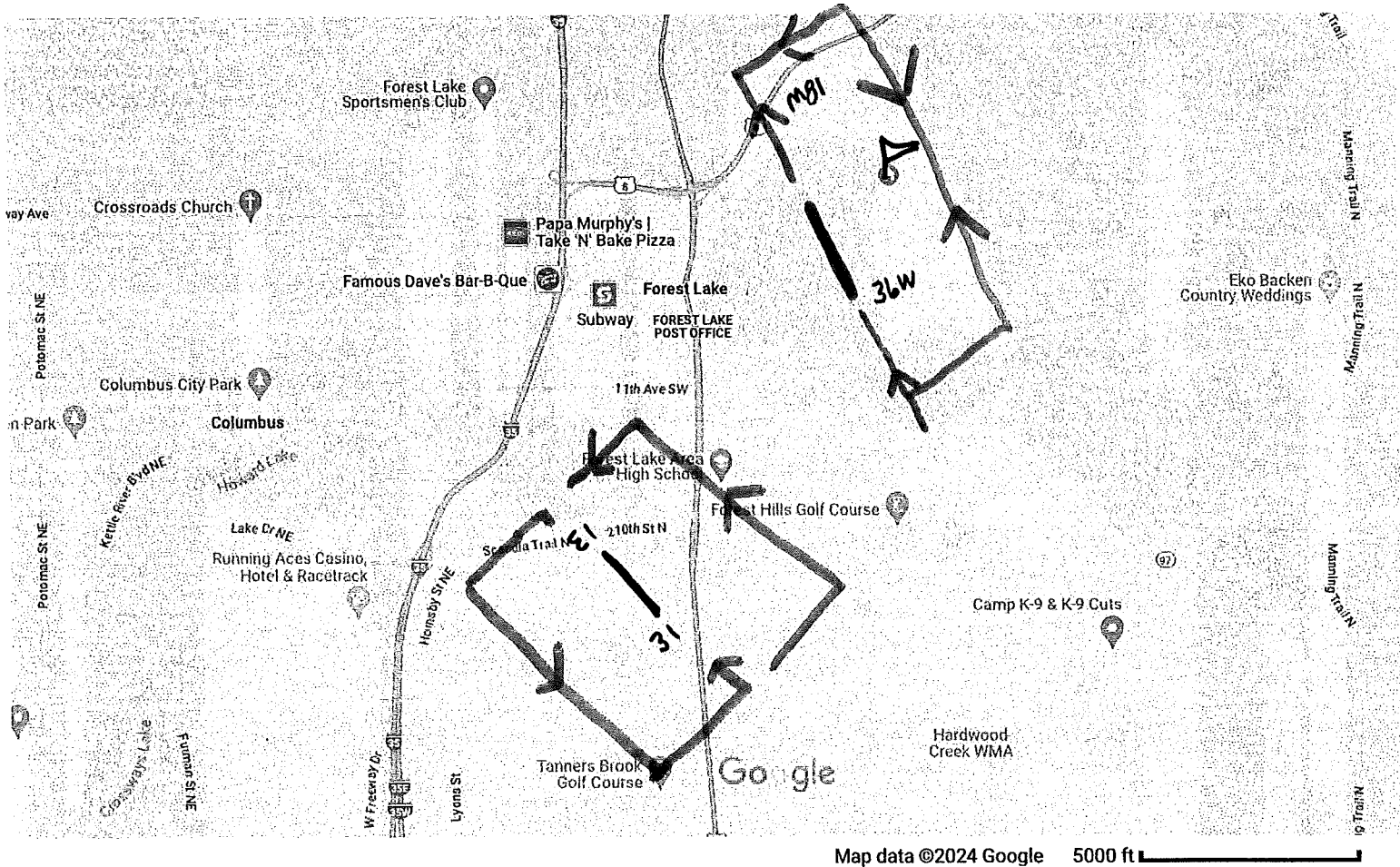
- Public
- Day/Night

- phone 651-209-9750



Attach ment 3

Google Maps

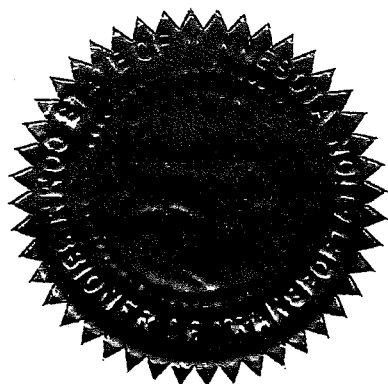


m **DEPARTMENT OF
TRANSPORTATION**
Office of Aeronautics

**PRIVATE AIRPORT
LICENSE**

Delong's Sea/Skiplane Base

has been inspected and approved by the Office of Aeronautics in accordance with
Chapter 8800 of the Minnesota Rules



Heanne Gustus

Authorized Representative

License Number 4458

Expiration Date July 10, 2026

[Signature]

Director, Office of Aeronautics

EFFECTIVE: (Insert Date) 10/3/2024

PURPOSE.

Traffic pattern airspace for one airport may not overlap the traffic pattern of another airport. This Letter of Agreement (LOA) defines the responsibilities and procedures for operations between Forest Lake Airport and DeLong Seaplane Airport that ensures traffic pattern protection.

1. RESPONSIBILITIES

A. The Forest Lake Airport shall require the following:

i. (Insert) **B Left Traffic Rwy 31/13**

B. The DeLong Airport shall require the following:

i. (Insert)

RT Traffic	36W
Left Traffic	18W

4. ATTACHMENTS

(Insert attachments, if necessary)

5. ASSOCIATED AERONAUTICAL STUDY(IES)

6. DEVIATIONS

Deviations from procedures identified herein may result in the FAA revising the 14 CFR Part 157 determinations to objectionable. Changes made to the LOA and approved by both airports is to be forwarded to the FAA Office of Airports for review.

Signature & Date

(Insert Name)

Airport

Signature & Date

(Insert Name)

DeLong Sea/skiplane Airport

Attachment 1

- PROPOSED AIRPORT -

DeLong Sea/Skiplane Base

7353 N. Shore TRL N

Forest Lake MN

3.6 MILES NE of 25D Airport

- RUNWAY -

36 WATER / 18 WATER

5000 X 1000

Elev 900

- COM FREQ -

CTAF 122.7

- TRAFFIC PATTERN -

36 W Right Hand

18 W Standard

~~1000~~ MSL (1000 AGL)
1900

- OPERATIONS -

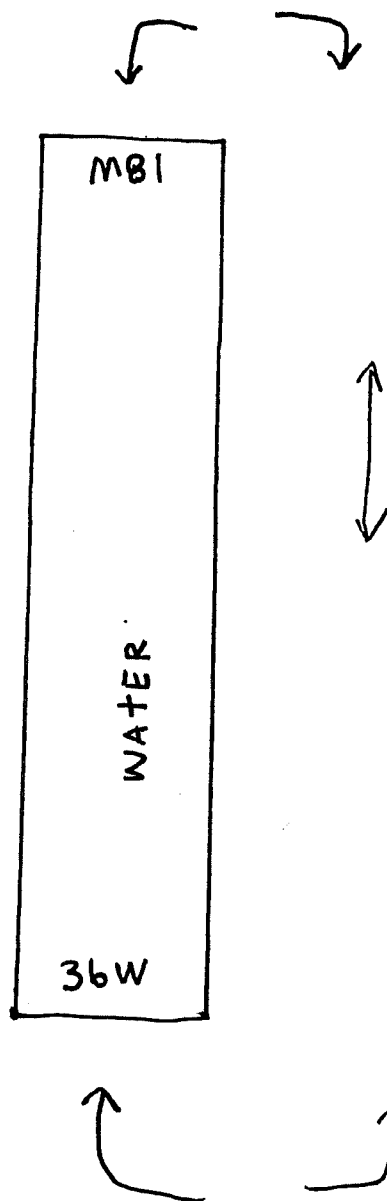
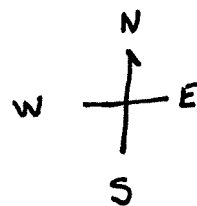
Private

daytime

VFR

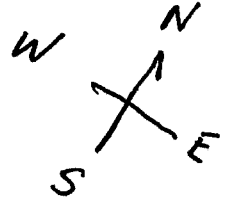
- Phone -

651-503-5437



Forest LAKE Airport(250)

FOREST LAKE MN



- Runway S -

13/31 2700X75 ASPH
Elev 930

- Com Freq -

122.7

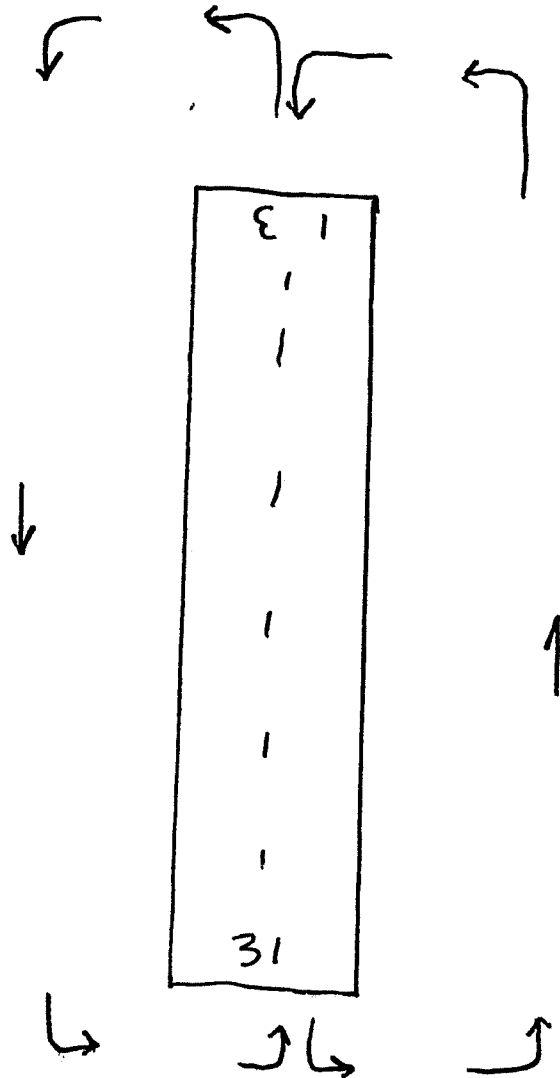
- Traffic Pattern -

13 - standard
31 - standard

- operations -

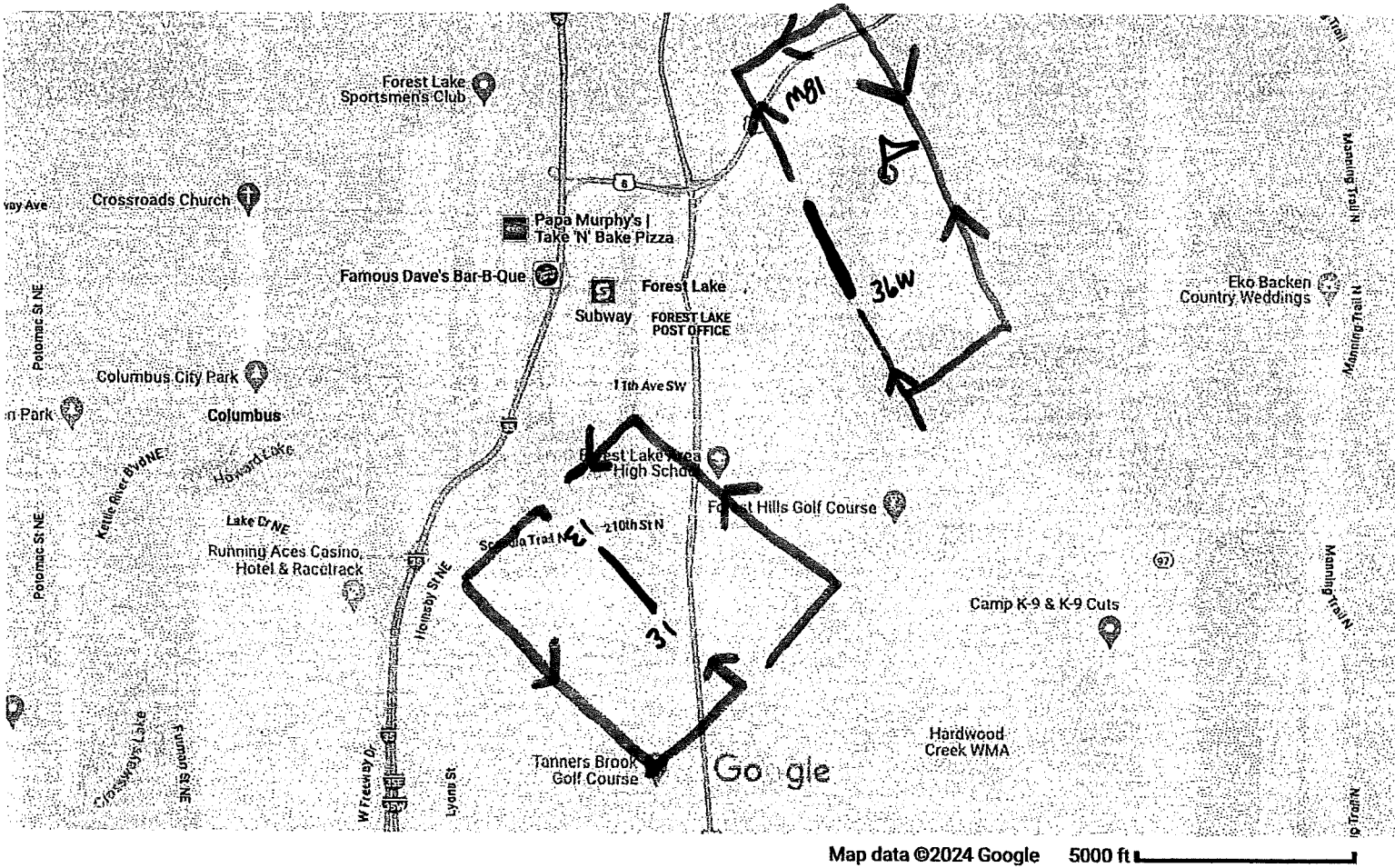
- public
- Day/Night

- phone 651-209-9750



Attach ment 3

Google Maps

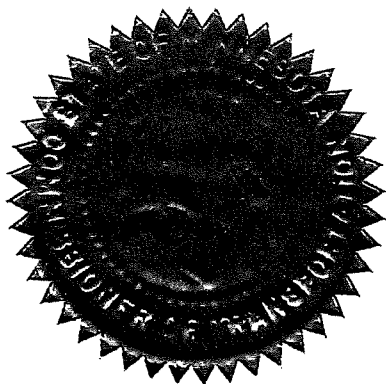


m **DEPARTMENT OF
TRANSPORTATION**
Office of Aeronautics

**PRIVATE AIRPORT
LICENSE**

Delong's Sea/Skiplane Base

has been inspected and approved by the Office of Aeronautics in accordance with
Chapter 8800 of the Minnesota Rules



Heanne Gustus

Authorized Representative

License Number 4458

Expiration Date July 10, 2026

[Signature]

Director, Office of Aeronautics



Federal Aviation Administration
Federal Aviation Administration
10101 Hillwood Pkwy
Fort Worth, TX 76177

Denson Stasher

July 01, 2024

TO:

Erika DeLong
7353 North Shore Trail North
Forest Lake, MN 55025
flygirl.delong@gmail.com

NOTICE OF AIRPORT AIRSPACE ANALYSIS DETERMINATION
ESTABLISH PRIVATE USE AIRPORT
****OBJECTIONABLE****

The Federal Aviation Administration (FAA) has conducted an aeronautical study under the provisions of Title 14 of the Code of Federal Regulations, Part 157, concerning:

RE: *(See attached Table 1 for referenced case(s))*

Table 1 - Letter Referenced Case(s)

ASN	Prior ASN	Airport Name	Description	Location	Latitude (NAD83)	Longitude (NAD83)	Airport Elevation (feet)
2024-AGL-7120-NRA		DELONG SEAPLANE/ SKIPLANE BASE	LAP ASN # 2024-CSA-108-LAP Establish private use sealane base.	Forest Lake, MN	45-17-02.69N	92-57-45.62W	900

We have completed an airspace analysis of the proposed private use airport. As studied, the location is approximately 3 nautical miles NE of Forest Lake, MN.

Our aeronautical study has determined that your proposed private use airport would have a substantial adverse effect on the safe and efficient use of navigable airspace by aircraft and with respect to the safety of persons and property on the ground. Therefore, it is hereby determined that the proposed airport would be objectionable. An account of the study findings, aeronautical objections received by the FAA during the study, and the basis for the FAA decisions in this matter can be found on the following pages.

This determination does not mean FAA approval or disapproval of the physical development involved in the proposal. It is a determination with respect to the safe and efficient use of airspace by aircraft and with respect to the safety of persons and property on the ground. In making the determination, the FAA has considered matters such as the effects the proposal would have on existing or planned traffic patterns of neighboring airports, the effects it would have on the existing airspace structure and projected programs of the FAA, the effects it would have on the safety of persons and property on the ground, and the effects that existing or proposed manmade objects (on file with the FAA) and known natural objects within the affected area would have on the airport proposal.

If any new facts regarding the safe and efficient use of the subject airport's airspace become known that would change the basis of this determination, notice must be provided. We will take into consideration the changes made, conduct a new study, and provide a separate determination for the new study. If the mitigation options identified on the following page can be made, submission of the required documentation must be reviewed and accepted before this determination can be revised.

Be advised, in accordance with 14 CFR Part 157, any construction, alteration to or abandonment of the subject airport requires notice to the FAA for aeronautical review. Notice for these actions can be given using FAA Form 7480-1, "Notice for Construction, Alteration and Deactivation of Airports" and returned to my attention.

If you have any questions concerning this determination or completion of the Airport Master Record 5010 Form, please contact me at todd.hebert@faa.gov or at (817) 222-5614.

Sincerely,

Todd Hebert

Specialist

Signature Control No: 619328325-626018958

Study findings and basis for decision:

Added language in case the proponent desires to activate the airport with knowledge of our finding.

Study findings and basis for decision:

Traffic Pattern Airspace Overlap. IAW 7400.2, 10-3-2 Airport Spacing Guidelines and Traffic Pattern Airspace Needs, VFR traffic patterns may not overlap. The traffic pattern airspace for this proposal will overlap with public-use Forrest Lake (25D) to the south-southwest. Mitigation actions, such as requiring Common Traffic Advisory Frequency (CTAF) use, adding airport remarks in the Supplement, and restricting runway traffic will require a Central Service Center Air Traffic led team incorporating OSG, Flight Standards and Airport Divisions. The Central OSG Air Traffic point of contact are Chris Southerland, 817-222-5805; Christopher.L.Southerland@faa.gov; Marty Skinner, 817-222-4840; marty.skinner@faa.gov.

We also offer the following recommendations:

1. Seaplane operations should be restricted to day VFR conditions only. The seaplane base proponent should install a wind cone that provides surface wind direction information to the seaplane.
2. It is recommended that the proponent read AC 150/5395-1B "Seaplane Bases" which provides guidance to assist operators in planning, designing, and constructing seaplane bases and associated facilities.
3. The proponent should ensure that no terrain or obstacles penetrate the 20:1 visual approach/departure surface at least as wide as the runway or 100 ft. (whichever is wider) and extend into the approach area. The lake is surrounded by a residential community. As such the proponent needs to be sensitive to potential noise issues/complaints and also consider developing contingency plans for emergencies if possible.
4. Inbound pilots should contact the proponent before arrival for a briefing on all operational considerations. Use caution for docks and boat traffic. Forest Lake Airport (25D—Public Use) is located approximately 2.55 NM to the southwest and according to the OE/AAA software has overlapping patterns for all categories of aircraft. 25D traffic pattern is left traffic for runways 13/31, and CTAF is 122.7. It is recommended the proponent establish contact with the owners of 25D to ensure awareness of the new seaplane base—recommend a discussion that includes a common communications plan, and potentially a Letter of Agreement to ensure traffic pattern information (directions, altitudes, and CTAF Frequency) allows the safest operations. The traffic pattern information should be reported in the FAA 5010 database, and applicable chart supplement, and should not conflict with the traffic pattern of 25D before operations begin.

5. This aeronautical study did not consider the interaction of seaplane operation with surface craft traffic, which is regulated by 14 CFR 91.115, nor does it approve seaplane operations on this body of water. 151

6. Approval authority is vested with the owner/controlling agency of the body of water. The proponent is responsible for complying with all federal and state regulations (should contact MNDOT) and codes, county regulations and codes, and any agency having authority over the seaplane base operation.

If you intend to establish the proposed airport with the knowledge of our finding, please Log into your ADIP account using the "Public Login" option. Once logged in, use the "My Projects" link to find your proposal. Use the "Additional Information" tab to review/update data and press the "Accept Changes" link to submit it for publication by the FAA.

For a step by step guide, use the "Online Help" link found under "Quick Links" to access the Digital 7480-1 login steps or user guide. The airport will receive a location identifier and, if charted, it will be charted as objectionable.

STAFF REPORT



MEETING DATE: October 28, 2024

STAFF ORIGINATOR: Abbi Wittman, Community Development Director

AGENDA ITEM: Metro Transit Network Now Concept Plan Comment Letter

INTRODUCTION:

Though the Metropolitan Council establishes regional policy every ten years, Metro Transit (an operating division of the Metropolitan Council) is embarking on a shorter-term planning process. Known as Network Now, this concept plan aims to make alterations to the regional transportation system through 2027. The Network Now concept plan proposes eliminating routes within Forest Lake and the Forest Lake area. Staff has prepared a comment letter to submit to Metro Transit, the City's Metropolitan Council Member, and our sector representative.

ANALYSIS:

Metro Transit's Routes 275B and 288 have been suspended since pandemic era restrictions forced a stay-at-home order. These services have not been reinstated and, in an effort to concentrate services and resources to areas of higher population, Network Now proposes eliminating these routes. As the enclosed *draft* letter indicates, the City is not in support given:

- The Forest Lake Area School District boundary has an estimated population of 50,000 people. Other, smaller outlying areas within the region all have closer proximity to the regional system. Simply put – there are no other areas where all services are proposed to be removed.
- The Metropolitan Council requires the City of Forest Lake to develop at an urban density and to achieve related transportation goals. However, this plan would require all of our residents, and those in our sub-region, to be automobile dependent.
- Public investment has already occurred in the Forest Lake area – not only for infrastructure to support the transit system but also for higher density, affordable housing to be placed within a close proximity to the transit system.
- Transit Link, a door-to-door service available to Forest Lake residents, is not a viable solution given many of the services members of the community need are located in areas that are outside the taxing district.

Staff further notes the Metropolitan Council should relax its housing density requirements and/or eliminate landowner transit tax if they are going to withdraw all services from the Forest Lake community.

At their October 23, 2024 meeting, the Planning Commission expressed support for submittal of the letter offering suggestions which have been incorporated into the enclosed.

RECOMMENDATION:

The Council should discuss the draft comment letter and provide direction to staff on any further needed amendments prior to staff's submittal to Metro Transit.

ATTACHMENTS:

Draft Comment Letter

Network Now Concept Plan Executive Summary (2 pages)

Route Schedule Alterations (2 pages)



October 28, 2024

Metro Transit
Julie Martinez
560 6th Ave North
Minneapolis, MN 55411

<Official Electronic Mail Sent Via Email. No Hard Copy to Follow.>

RE: Network Now Draft Concept Plan

Greetings, Julie.

The City of Forest Lake (City) understands Metro Transit is seeking comment on its draft *Network Now* plan (the Plan). The City understands the Plan proposes to eliminate Metro Transit's Routes 275B and 288. While the City acknowledges these routes have been suspended since March 2020, the City is in opposition to the route elimination proposals.

First, as shown on your *Improved Frequency and New Coverage Routes* map, Network Now proposes to create, extend or enhance routes to all corners of the metro area. While the City acknowledges route eliminations are proposed in other outlying metro communities, most other outlying communities have some relatively-close access to Metro Transit's system. Coverage and access to the transit system in the northeast metro area falls short in an area; it is nearly nonexistent in an area where the population is estimated at 50,000 people (residing in the school district boundary).

The Metropolitan Council asks the City to meet regional density requirements, promoting higher densities in close proximity to transit systems. Elimination of these local transit routes requires the City's residents and its employees to be automobile dependent. This is in direct conflict with so many other regional policies and goals. Additionally, residents having to travel 15 miles to Route 275 in Lino Lakes or 20 miles and 25-30 minutes to the Park & Ride in Blaine to access public transportation options that bring them into Minneapolis and St. Paul. Given Minneapolis and St. Paul are within comparable distances and times to the transit centers and facilities, it is most probable those within the Forest Lake area will choose to commute by personal motor vehicle.

Though we acknowledge all Forest Lake residents are eligible to use Transit Link, the City does not believe this is an acceptable alternative for Forest Lake residents and those within the Forest Lake region. Forest Lake is situated at the northern most portion of the 7-county region and many of the services our residents need are outside of the Metro Transit service area in Chisago County. Additionally, given Transit Link resources are not readily-available in the Forest Lake area, our residents are less likely to receive same-day requests for service.

Lastly, local tax dollars have been spent to help improve the transportation system in the Forest Lake area as well as to increase populations within a close proximity to transportation infrastructure. As you may be aware, these routes have been serviced by the Forest Lake Transit Center, a 300-car park and ride facility constructed by Washington County in 2008. This facility has remained largely unused since 2020. Since that time, however, new housing (financed in part with local housing assistance) has been developed due to its adjacency to the transit center. While the City and Washington County sit with a relatively-large, unused transit center and no regular transportation options, Forest Lake taxpayers continue to pay transit tax.

The City recognizes the need to create a vision to meet regional transportation needs in the short term. However, we assert eliminating routes in Forest Lake and the Forest Lake area is a disservice to this sub-region's residents. We believe that, if the Metropolitan Council continues to require the City of Forest Lake to develop at more urban densities and for our citizens to pay transit taxes then regular, routine services should be provided to our citizens. Alternatively, if elimination of Routes 275B and 288 occurs, the Metropolitan Council should relax its density requirements and eliminate the transit tax burden.

The City of Forest Lake appreciates the Metro Transit's willingness to accept and consider these comments as part of the Network Now planning process.

Sincerely,

Mara Bain, Mayor

Cc: Steve Baisden Senior Transit Planner, Stephen.Baisden@metrotransit.org
Emma Dvorak, Met Council Sector 11 Representative, emma.dvorak@metc.state.mn.us
Dr. Gail Cederberg, Met Council Member, District 11, Gail.Cederberg@metc.state.mn.us

NetworkNOW Concept Plan Executive Summary

SEPTEMBER 2024



What is Network Now?

[Network Now](#) is Metro Transit’s vision for bus and rail service investments through 2027. This plan guides improvements to grow ridership, enhance mobility, and meet the travel needs of our region now.

After reviewing customer and community feedback, analyzing network performance since 2019, and reviewing policy guidance we created the [Establishing the Foundation](#) report, which includes a set of principles to shape decision making.

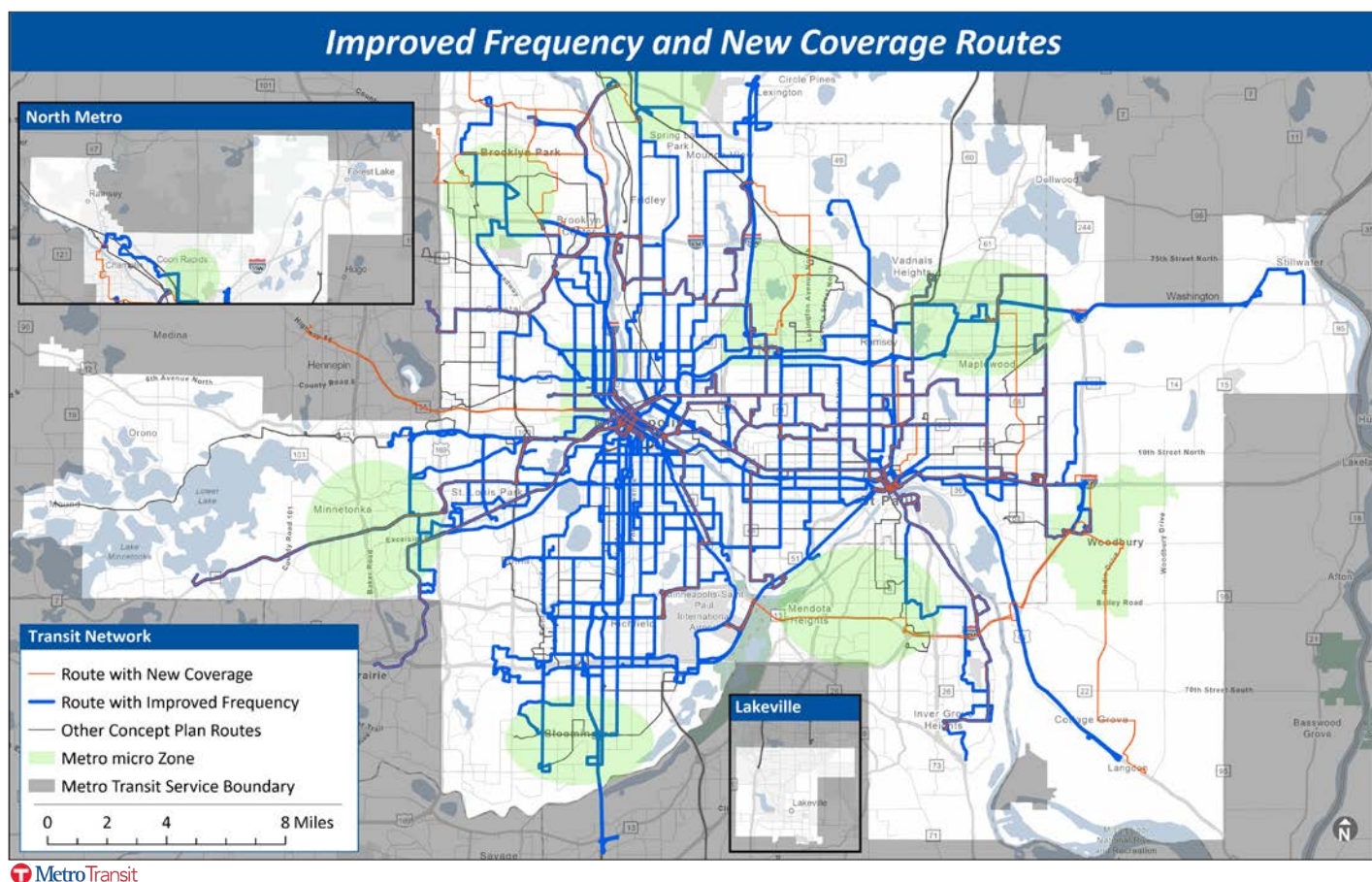
Network Now Principles

Adapt	Adapt service to changes in transit markets and travel patterns.
Prepare	Prepare for new METRO and high-frequency routes.
Maintain	Maintain the reliability of our scheduled service consistently over time.
Build on success	Build on success to grow ridership adding service where people use transit the most.
Provide access	Provide access to opportunities and services with a focus on advancing equity and reducing regional disparities.

The Concept Plan

The Network Now concept plan proposes service improvements that reflect customer priorities. This concept plan includes support for new METRO light rail and bus rapid transit (BRT) lines, enhances local services, and invests in new ways of traveling such as microtransit and frequent, all-day, express corridors. The plan also resolves the status of bus routes and facilities suspended since 2020 and reinvests those resources to best meet travel patterns today.

METRO Network	Local Bus	Express Bus	Metro Micro
• Green Line Extension light rail • 4 new BRT lines by 2027	• Improved frequency • Expanded geographic coverage	• New Key Express Network provides frequent trips in major travel corridors • Maintains most express routes currently operating	• New coverage in suburban areas • 8 new zones by 2027



Outcomes

The Network Now concept plan achieves the following improvements:

Expands transit service by more than

35%

Improves frequency on
60+
bus routes.

Restores light rail to service every
10 minutes.

Increases access to jobs by nearly **25%** compared to pre-pandemic service.

Reinvests commuter and express service to meet today's travel patterns.

Improves service equity for low-income residents and communities of color.

Improves access by expanding micro zones.

Builds on workforce hiring in real time.

Reduces carbon emissions by enabling more people to choose transit.

The Network Now concept plan is now available for public comment. To view the full plan and learn how to provide feedback, visit metrotransit.org/network-now. For more information, subscribe to [project updates](#) or contact Metro Transit staff at NetworkNow@metrotransit.org.

Route 275

Network**NOW**

Planned Schedule

	Rush Hour	Midday	Evening	Night
Weekday	2 trips	-	-	-
Saturday	-	-	-	-
Sunday	-	-	-	-

Note: frequencies (shown in trips) are for the main portion of the route and are intended as guidelines.

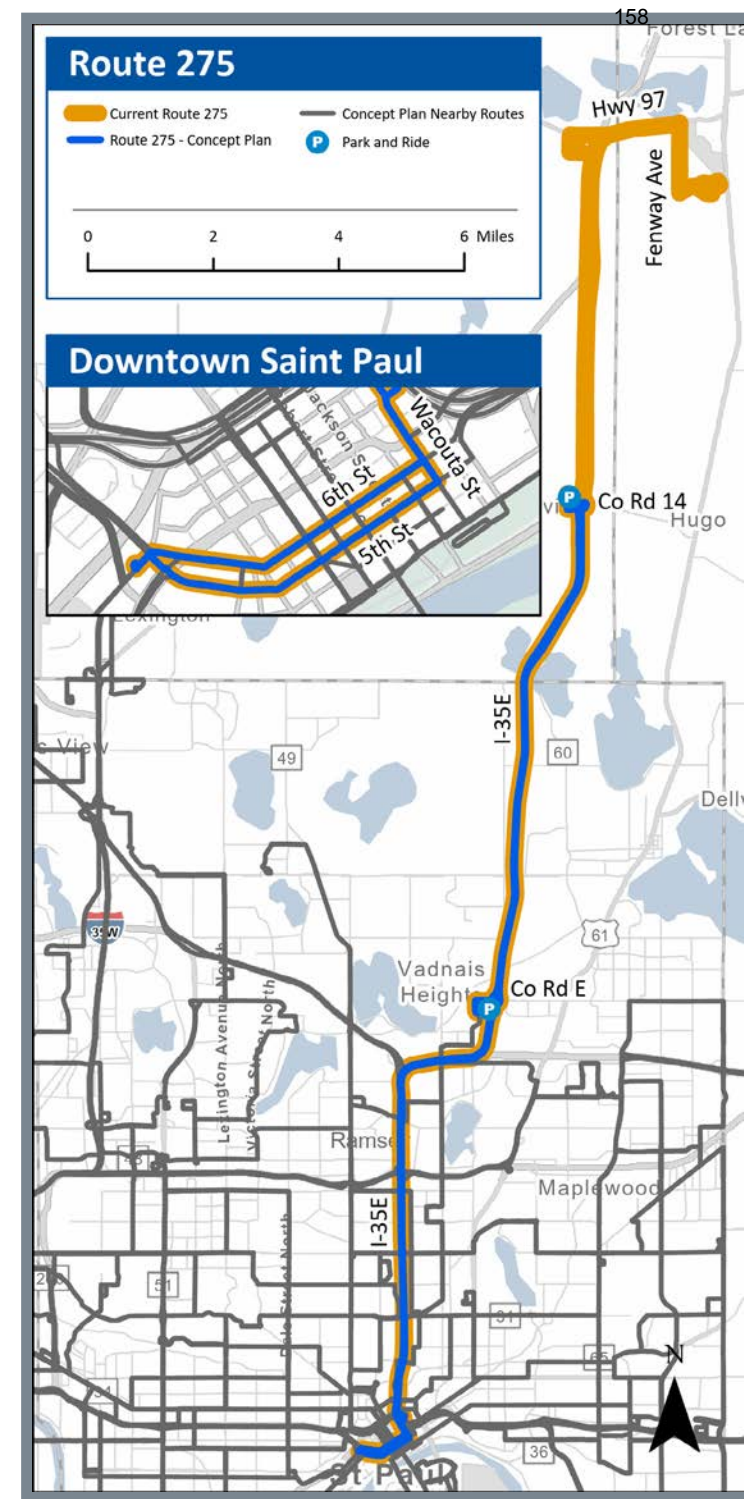
Route Information

Service Changes

- Route 275B service discontinued along I-35E, north of Co. Rd. 14. Alternative service available on Route 275 at I-35E & Co. Rd. 14 Park & Ride in Lino Lakes.

Areas the Route Serves

- Route 275 operates as express service from I-35E & Co. Rd. 14 Park & Ride in Centerville, serving I-35E & Co. Rd. E Park & Ride in Vadnais Heights to downtown Saint Paul.



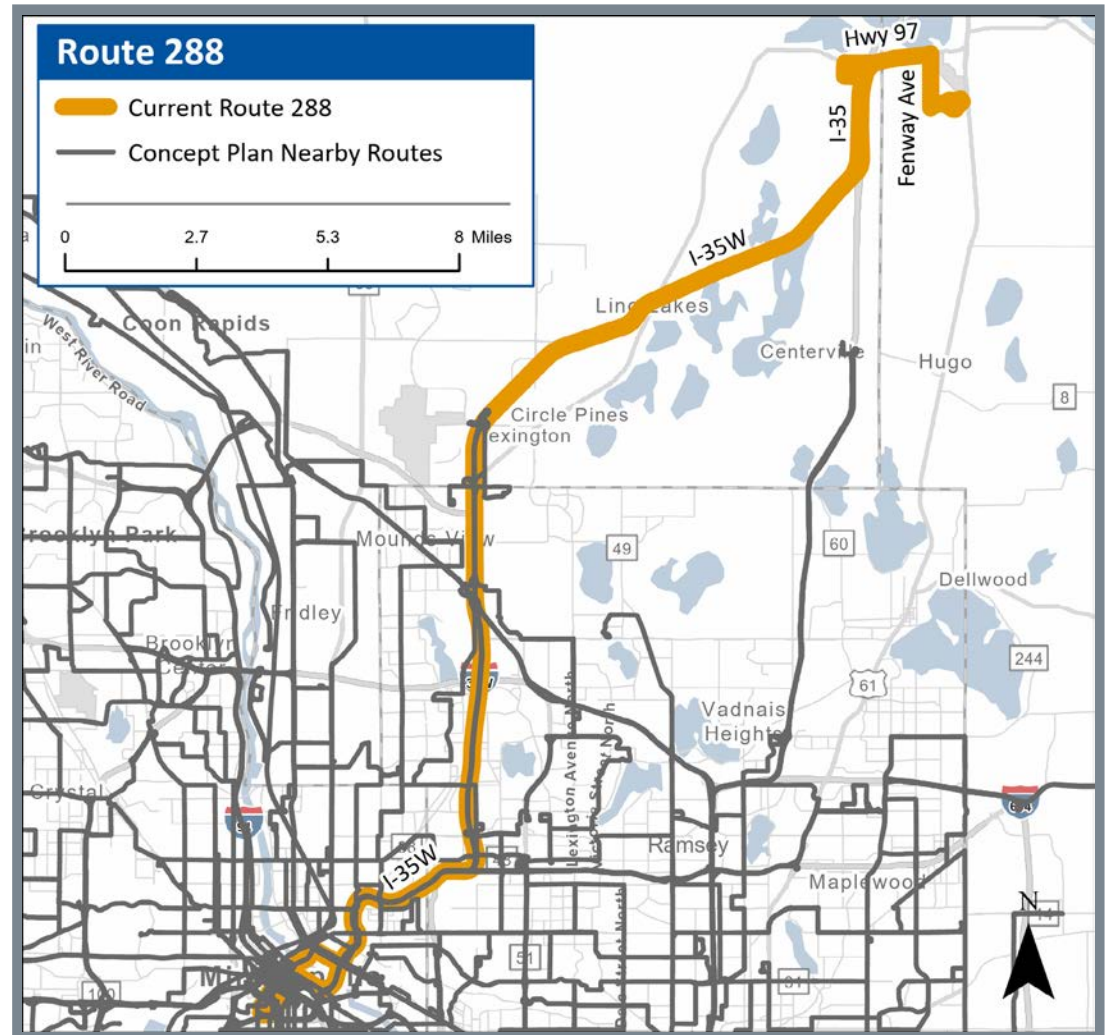
Route Information

Service Changes

- Route 288 will be discontinued. Alternative service available on Route 250 at I-35W & 95th Ave. Park & Ride in Blaine.

Areas the Route Served

- Route 288 operated as express service from Forest Lake Transit Center in Forest Lake, serving Running Aces Park & Ride in Columbus, to Downtown Minneapolis.



STAFF REPORT



MEETING DATE: 10/28/24

STAFF ORIGINATOR: Alan Newman – Fire Chief

AGENDA ITEM: Fire Relief Benefit Level Increase

INTRODUCTION:

Council is being asked to consider an increase in the retirement benefit level for paid-on-call firefighters.

ANALYSIS:

The Forest Lake Firefighter's Relief Association is a nonprofit corporation organized under Minnesota state law. Its primary purpose is to provide retirement benefits for paid on-call firefighters who retire from the Forest Lake Fire Department.

The Relief Association's main funding source is the State of Minnesota, which levies a 2% tax on all fire insurance premiums paid in the state. These state aid funds are allocated to municipalities based on a formula that considers population and taxable property values. The 2% fire state aid is distributed to municipalities in October.

The Relief Association is managed by a Board of Directors that has a fiduciary responsibility to the members of the association and the City of Forest Lake. They are tasked with prudently administering the firefighters' retirement funds in accordance with Minnesota state statutes and the Association's established bylaws.

Each year, our Relief Association undergoes an audit by independent auditors to ensure compliance with state law, investing and accounting requirements, bylaw adherence, and industry-recognized best practices. Upon completion of the annual audit, the Relief Board reviews the audited financial reports to assess whether an increase in benefit levels is warranted. If so, approval must first be obtained from the Joint Fire Board (JFB) and subsequently from the city council.

On September 6, 2019, the FLFDRA presented to the JFB, requesting support for a mechanism to allow for automatic annual increases in the benefit level. After a lengthy discussion, the JFB agreed to the following: Beginning in September 2020 and each year thereafter, the FLFDRA will present its audited investment report to the JFB for review. If the account maintains a funding ratio above 150%, the JFB will vote to approve a \$200 annual increase in the benefit level. Should the JFB approve the increase, the FLFDRA will then bring the request to the city council for consideration.

On September 26, 2024, the FLFDRA presented to the JFB, requesting an increase in the benefit level from \$6,100 to \$6,300 per year of service. The FLFDRA demonstrated that the current funding ratio is at 276%. Following a thorough discussion, the JFB recommended and approved a benefit level increase of \$250, with a unanimous 3-0 vote.

The FLFDRA is now requesting approval from the Forest Lake City Council for this benefit level increase.

RECOMMENDATION:

Approve Fire Relief benefit level increase

ATTACHMENTS:

None

STAFF REPORT



MEETING DATE: October 28, 2024

STAFF ORIGINATOR: Kyle Young

AGENDA ITEM: FLAAA – Fenway Park Facility Use Agreement Payment Relief

INTRODUCTION:

The City and the Forest Lake Area Athletic Association (FLAAA) entered into a Facility Use Agreement (Agreement) for FLAAA's use of the Fenway Fields athletic complex in 2024. In exchange for FLAAA's priority use, FLAAA would provide the City with two (2), \$15,000 payments. FLAAA is requesting relief of their second half \$15,000 charge due to construction at Fenway this fall.

ANALYSIS:

According to FLAAA, fall field use would have been exclusive to softball and football. Each sports group paid the following for fall field use:

- Softball paid \$2,015 to FLAAA
- Football paid \$10,075 to FLAAA

These amounts total \$12,090, bearing a rough proportionality to the amount the City anticipated receiving from FLAAA as per the Agreement. However, no sports group was able to play at Fenway this fall.

The City utilizes the \$30,000 annual payment to assist with the support and management of the parks system. These funds have been committed for 2024 and, if the \$15,000 payment is waived, this will represent a shortfall in 2024. While there are some savings in the City's budget due to not having a Park and Recreation Coordinator employed for nearly six months, the City did spend a sizable amount on the rehabilitation work at Fenway.

RECOMMENDATION:

City of Forest Lake Staff recommends the City Council discuss FLAAA's request and provide direction to City staff. If the Council is favorable to honoring FLAAA's request or a portion thereof, staff recommend the Council make formal motion, directing staff to bring back necessary documents to memorialize the Council's decision.

ATTACHMENTS:

FLAAA's Relief Request Letter

Forest Lake Area Athletic Association

"Supporting Youth"

943 9th Ave SW #201
Forest Lake, MN 55025

Baseball-Fastpitch--Hoops-Football-Lacrosse-Volleyball-Fenway Fields



October 2, 2024

To Whom It May Concern,

On behalf of our FLAAA sports, we are asking to be relieved of the 2nd half of our 2024 payment in the amount of \$15,000. There are multiple reasons behind this request, the main one being that as of September 1, 2024, we have no use of the fields based on the rehab that is needed.

We completely understand the reorganization that is happening in the city so the communication and "deadlines" we have been requesting for the past few years have not been met. For example, our sports' budgets are due in October. This is when players' fees get set and budgets are finalized. We received this new agreement in March of 2024, well after we approved the sports' field fees. In addition, the cost was increased by \$2310. As you know, FLAAA does not generate funds, so this was a little surprising to us after the fact.

In the past, we have set up with our sports an equitable way to cover the field costs. Obviously going forward, in working with the schools and the city in a more detailed manner, this will be changed. However, for this year, those funds now have been allocated to alternate sites because we need practice and game space for 508 youth from September through the end of October. 100% of the football had to be moved, as well as all fall ball for fastpitch and baseball.

We are excited about the improvements that are underway, as they've been requested for the past few years. We get many compliments about the park and we enjoy when many more can use it! Our lacrosse program is especially excited about the improved drainage as much of their spring season had to be played elsewhere. The rehab for the quad and field five will be helpful as well so they can continue playing despite the weather.

FLAAA and the hundreds of youth we support look forward to an even better relationship with the City as we work together on utilizing our premier park!

We thank you for your consideration.

Allan Hauge

FLAAA President

Cindy Weiss

FLAAA Treasurer

STAFF REPORT

MEETING DATE: 10-28-2024
STAFF ORIGINATOR: Dave Adams, Public Works Director
AGENDA ITEM: Beltz Park Site Improvements

INTRODUCTION:

In September, the City Council unanimously approved to extend the Beltz Park DNR grant until December 31, 2025. In Early October, staff presented City Council with 4 options to discuss and provide direction to complete this project. City Council agreed that a new playground in the existing container was the direction desires, and narrowed down the site work options down to 2, and tabled this direction until the 10/28 meeting. Approval of playground equipment/surfacing is a separate component and will seek approval in following agenda item.

ANALYSIS:

There are two (2) options that City Council wished to consider:

- Option 1 - ADA compliant pedestrian facilities.
- Option 2 – ADA compliant pedestrian facilities and internal public parking lot.

Staff is confident that either option will be accepted by the Grant Administrator as an acceptable alteration to the previously approved plan by City Council and DNR.

Both options presented provide ADA parking and pedestrian facilities required by the grant.

A Shared parking lot agreement with the adjacent property owner is not required or needed as part of this project and would be over and above the grant requirement. It would be at the discretion of the City Council to pursue additional agreements beyond this project.

Once an option is chosen, this concept will need to be submitted to the DNR for approval of amended scope of work. If approved by the DNR, staff will return to City Council seeking approval to prepare plans and specifications for the project that will refine the concept plan and include coordination with CLFLWD to meet stormwater requirements.

RECOMMENDATION:

Taking into consideration current condition of existing pedestrian facilities, and ability to provide a centralized public parking facility at Beltz Park for Summer and Winter activities, staff is recommending Option #2.

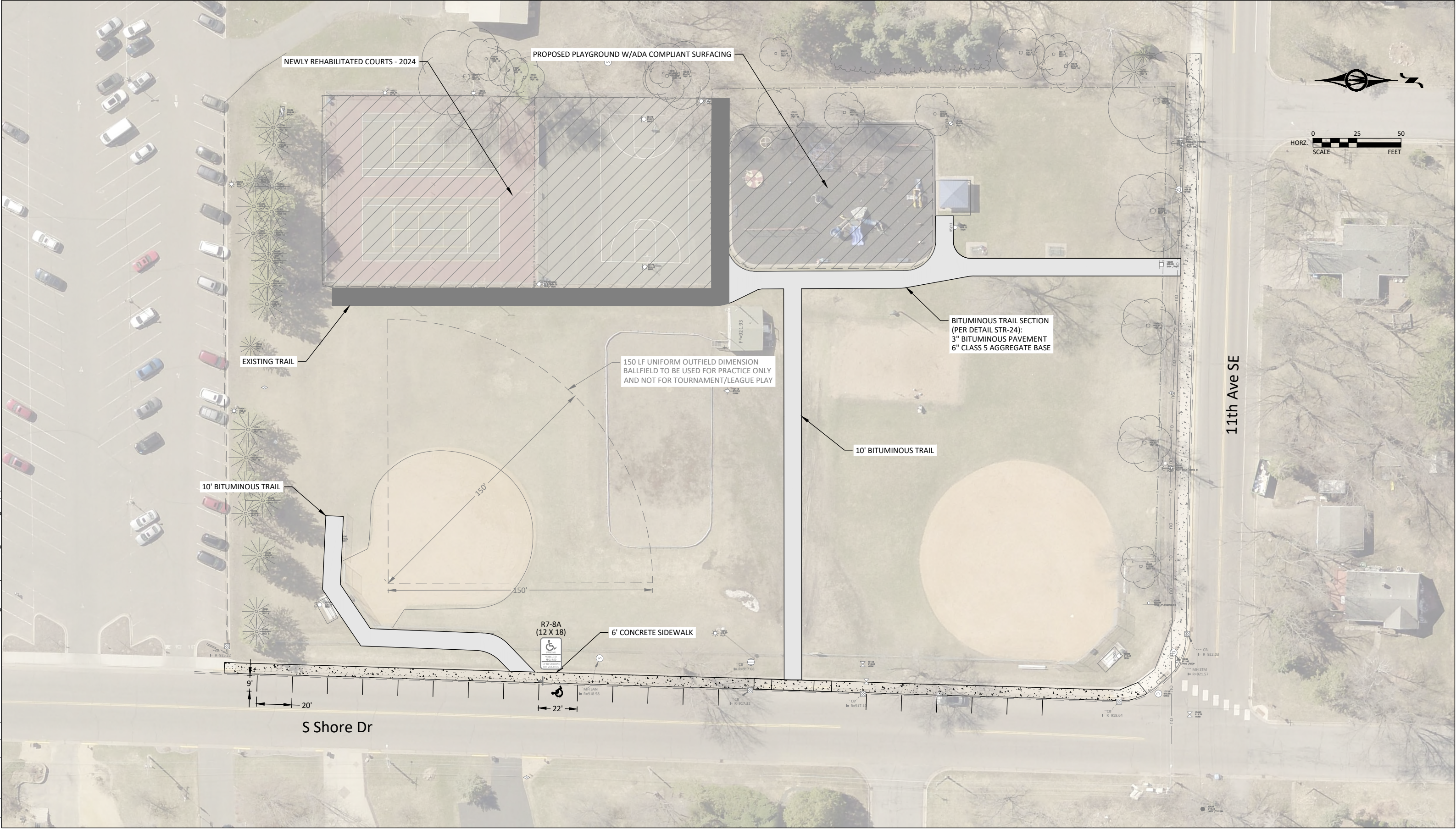
Staff is looking for approval for either Option #1 or Option #2 to submit to the DNR for approval

ATTACHMENTS:

Options Breakdown
Figure and estimate for Option #1
Figure and estimate for Option #2

BELTZ PARK IMPROVEMENT OPTIONS

Option	Site Pain Amenities	Playgroud Equipment and Surfacing Cost	Estimated Site Work Cost	Estimated City 2025 Cost
2024 Option #1	New ADA Compliant playground	\$ 533,753	\$ 210,260	\$ 444,013
	New ADA Compliant pedestrian facilities			
	Allow for park expansion in future			
	Use existing Playground Container			
	On-Street Parking			
2024 Option #2	New ADA Compliant Playground	\$ 533,753	\$ 345,590	\$ 579,343
	New ADA Compliant Pedestrian Facilities			
	New Centrally located Public Parking Facilities			
	Allow for park expansion in future			
	Use existing Playground Container			
	Centrally located Public Parking Facilities			



ENGINEER'S ESTIMATE

BELTZ PARK TRAIL AND PARKING LOT
CITY OF FOREST LAKE, MN
BMI PROJECT NO. TBD



Real People. Real Solutions.

Date: 10/7/2024

Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
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FIGURE 1: 10' BITUMINOUS TRAIL

1	MOBILIZATION		1	LUMP SUM	\$10,000.00	\$10,000.00
2	TRAFFIC CONTROL		1	LUMP SUM	\$1,000.00	\$1,000.00
3	REMOVE CONCRETE WALK		340	SQ YD	\$12.00	\$4,080.00
4	REMOVE CONCRETE DRIVEWAY PAVEMENT		20	SQ YD	\$20.00	\$400.00
5	TOPSOIL STRIP (EV)		160	CU YD	\$35.00	\$5,600.00
6	COMMON EXCAVATION (P) (EV)		150	CU YD	\$35.00	\$5,250.00
7	SUBGRADE PREPARATION		1340	SQ YD	\$2.00	\$2,680.00
8	AGGREGATE BASE, CLASS 5		490	TON	\$35.00	\$17,150.00
9	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) - TRAIL, 3" THICK		150	TON	\$130.00	\$19,500.00
10	6" CONCRETE WALK		3020	SQ FT	\$10.00	\$30,200.00
11	7" CONCRETE DRIVEWAY PAVEMENT		20	SQ YD	\$90.00	\$1,800.00
12	STORMWATER IMPROVEMENTS		1	LUMP SUM	\$40,000.00	\$40,000.00
13	BIOLOGS		520	LIN FT	\$5.00	\$2,600.00
14	STORM DRAIN INLET PROTECTION		5	EACH	\$250.00	\$1,250.00
15	RESPREAD TOPSOIL		1	LUMP SUM	\$2,500.00	\$2,500.00
16	TURF RESTORATION		1630	SQ YD	\$5.00	\$8,150.00
17	SIGN PANELS, TYPE C		1.5	SQ FT	\$100.00	\$150.00
18	4" SOLID LINE MULTI COMP		180	LIN FT	\$2.00	\$360.00
19	PAVEMENT MESSAGE (HANDICAP SYMBOL), PAINT		1	EACH	\$250.00	\$250.00

ESTIMATED FIGURE 1 TOTAL: \$152,920.00

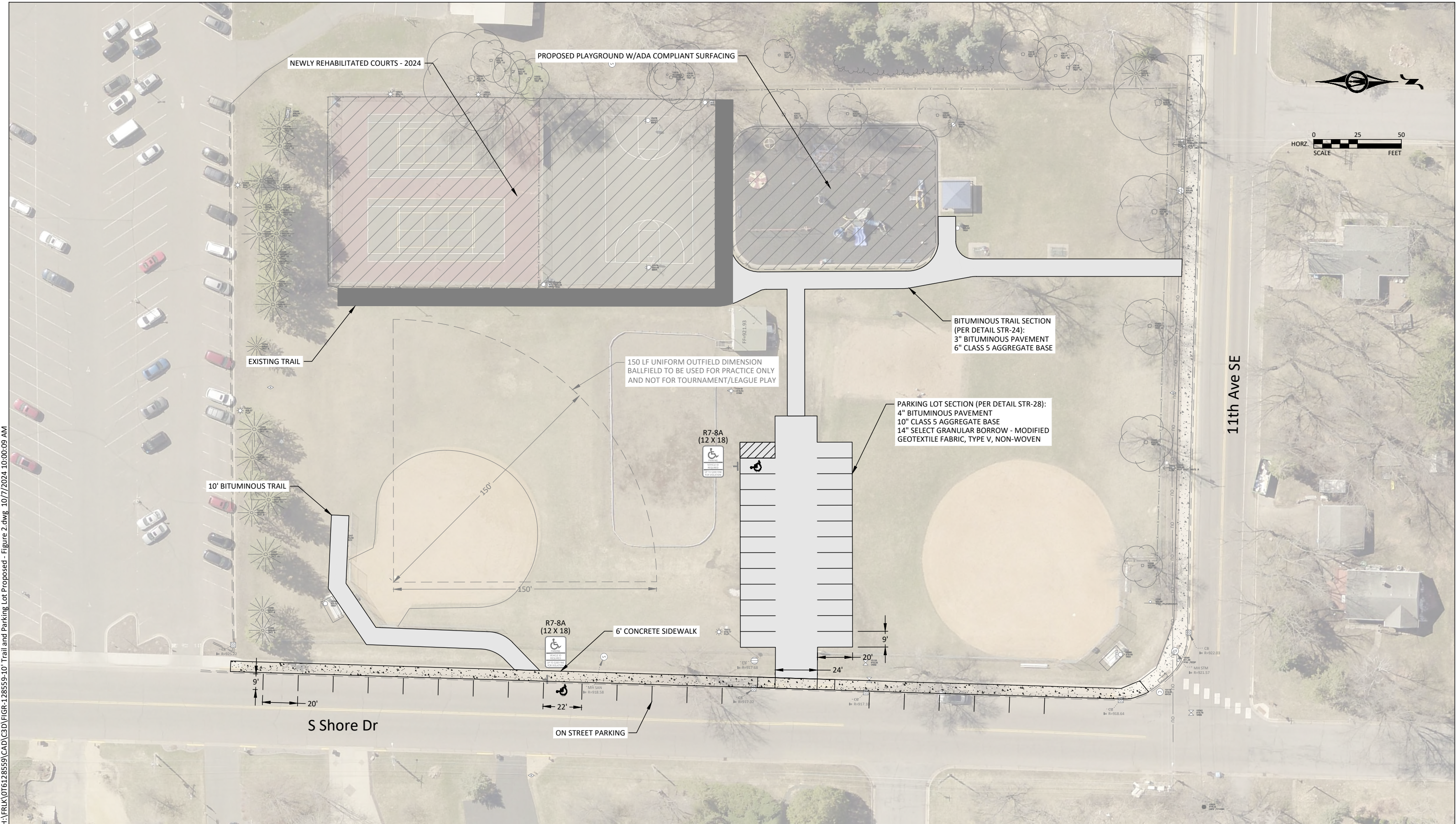
SUBTOTAL: \$152,920.00

10% CONTINGENCY: \$15,290.00

TOTAL ESTIMATED CONSTRUCTION COST: \$168,210.00

DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING: \$42,050.00

TOTAL ESTIMATED PROJECT COST: \$210,260.00



ENGINEER'S ESTIMATE

BELTZ PARK TRAIL AND PARKING LOT
CITY OF FOREST LAKE, MN
BMI PROJECT NO. TBD



Real People. Real Solutions.

Date: 10/7/2024

Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
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FIGURE 2: PARKING LOT

A.1	MOBILIZATION		1	LUMP SUM	\$15,000.00	\$15,000.00
A.2	TRAFFIC CONTROL		1	LUMP SUM	\$1,000.00	\$1,000.00
A.3	REMOVE CONCRETE WALK		340	SQ YD	\$12.00	\$4,080.00
A.4	REMOVE CONCRETE DRIVEWAY PAVEMENT		20	SQ YD	\$20.00	\$400.00
A.5	TOPSOIL STRIP (EV)		290	CU YD	\$35.00	\$10,150.00
A.6	COMMON EXCAVATION (P) (EV)		660	CU YD	\$35.00	\$23,100.00
A.7	SUBGRADE PREPARATION		1700	SQ YD	\$2.00	\$3,400.00
A.8	GEOTEXTILE FABRIC, TYPE 5, NON-WOVEN		970	SQ YD	\$4.00	\$3,880.00
A.9	SELECT GRANULAR MODIFIED (CV)		380	CU YD	\$40.00	\$15,200.00
A.10	AGGREGATE BASE, CLASS 5		1000	TON	\$35.00	\$35,000.00
A.11	TYPP SP 9.5 WEARING CORUSE MIXTURE (2,B) - TRAIL, 3" THICK		110	TON	\$130.00	\$14,300.00
A.12	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) - PARKING LOT		120	TON	\$150.00	\$18,000.00
A.13	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C) - PARKING LOT		120	TON	\$150.00	\$18,000.00
A.14	BITUMINOUS MATERIAL FOR TACK COAT		70	GAL	\$3.00	\$210.00
A.15	6" CONCRETE SIDEWALK		3020	SQ FT	\$10.00	\$30,200.00
A.16	7" CONCRETE DRIVEWAY PAVEMENT		20	SQ YD	\$90.00	\$1,800.00
A.17	STORMWATER IMPROVEMENTS		1	LUMP SUM	\$40,000.00	\$40,000.00
A.18	BIOLOGS		520	LIN FT	\$5.00	\$2,600.00
A.19	STORM DRAIN INLET PROTECTION		5	EACH	\$250.00	\$1,250.00
A.20	RESPREAD TOPSOIL		1	LUMP SUM	\$2,500.00	\$2,500.00
A.21	TURF RESTORATION		1790	SQ YD	\$5.00	\$8,950.00
A.22	SIGN PANELS, TYPE C		3	SQ FT	\$100.00	\$300.00
A.23	4" SOLID LINE MULTI COMP		760	LIN FT	\$2.00	\$1,520.00
A.24	PAVEMENT MESSAGE (HANDICAP SYMBOL), PAINT		2	EACH	\$250.00	\$500.00

ESTIMATED FIGURE 2 TOTAL: \$251,340.00

SUBTOTAL: \$251,340.00

10% CONTINGENCY: \$25,130.00

TOTAL ESTIMATED CONSTRUCTION COST: \$276,470.00

DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING: \$69,120.00

TOTAL ESTIMATED PROJECT COST: \$345,590.00

STAFF REPORT



MEETING DATE: October 28,2024

STAFF ORIGINATOR: Dave Adams, Public Works Director

AGENDA ITEM: Consideration of Beltz Playground Equipment and Surfacing Purchase

INTRODUCTION:

The Beltz Park Project is divided into two separate projects. The first being the site work and ADA pedestrian facilities and the second being that of purchasing the playground equipment and playground surfacing. The purpose of splitting these two items out of the full project is threefold: 1) City can purchase the equipment on State Contract' 2) City is able to avoid contractor markup, and with approval; and, 3) City would be able to order the equipment immediately that would result in receiving 2024 pricing and delivery date that will have the equipment on hand when the overall project is ready for it.

BACKGROUND:

The presented playground equipment and surfacing was developed by the Parks Commission in 2022. Original pricing was approximately \$445,000 in 2022, \$490,000 in 2023, and now is quoted at \$533,753 in 2024. This price will be changed on November 1, 2024, to 2025 pricing which is expected to be approximately 10%, or \$50,000 increase. Even though these systems are state bid pricing, staff solicited another playground manufacturer to provide a quote to accommodate ADA requirements and similar equipment and surfacing requirements to gauge pricing. Second vendor's quote came in at approximately \$585,000, so original approved structure was the lowest bid.

RECOMMENDATION:

Motion to Approve purchase of playground equipment and surfacing for Beltz Park from Northland Recreation for \$533,753.

ATTACHMENTS:

Playground Quotation

Two-dimensional layout

Three-dimensional layout concepts



PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

171

QUOTE: R0324242200

Project: R0324_45567249796_02

Beltz Park Playground – Quotation – 10-16-24

Bill To:

City of Forest Lake
Park and Recreation
1408 Lake Street South
Forest Lake, MN 55025
Dave Adams - 651-209-9736
dave.adams@ci.forest-lake.mn.us

Project Name & Location:

Beltz Park
Forest Lake, MN

Prepared by:

Northland Recreation LLC
Bill Johnson
10085 Bridgewater Bay
Woodbury, MN 55129 USA
(651) 815-4097 (phone)

bjohnson@northlandrec.com

Quote Number: R0324242200
Quote Date: 10/16/2024
Valid For: 2025 Pricing

PlayArea_1

Product line: KidBuilders
Age group: 5-12

Global defaults

Belt Swing Seat Color	Black
Cylinder Color Large	COBALT
Cylinder Color Medium	LIME
Cylinder Color Small	ORANGE
Freestanding Sign Ground Cover	Buried
Inclusive Seat Clr	RED
Jackhammer Clr	BLUE
KB Accent Color	LIME
KB CLAMP	BLUE
KB Overhead Color	COBALT
KB Pnl/Crwl Tunnel Clr	BLUE
KB Single Fun Wheel Clr	ORANGE
KB Slide/Float Stone Clr	BLUE
KB Vinyl color	Blue
KB/Jeep Ground Cover	Buried
Kid Builder Post Color	METALLIC GRAY
Laminated Panel	BLUE-SAND-BLUE
MaxPlay TM Swing Clr	METALLIC GRAY
PlayShade Low Fire Retardant	Silver Fire Retardant
PlayShade Upper Fire Retardant	Blue Fire Retardant
Rev Spin Body	FOREST GREEN
Rev Spin Handle	RED
Spinner Component Mounting	Buried
Stand-n-Spin Clr	BLUE
Together Glider Accent	LIME
Together Glider Frame	COBALT
Together Glider Panel	LIME

Together Glider Seat Vinyl	Gray
Together Glider Vinyl	Blue
Tot Swing Seat Color	
Us/Csa Labels For Swings	
VersaClimb Plastic Clr	GRAY
Welcome Sign Frame Color	COBALT

Components

Part Number	Description	Qty	Weight	Volume
100001127	KB LONG DK/DK PLATE 205MM/8"	1	25.00	0.38
100001134	KB DK/DK PLATE 203 MM/8"	2	16.00	0.22
200006949	DECK 1-STEP 205MM/8" KB	1	95.00	7.25
200006961	BRIDGE ARCH W/SAFETY RAILS KB	1	403.00	53.86
200006964	RAMP 3660 MM/12' W/GUARD RAILS KB	3	383.00	34.02
200006979	SLIDE WAVE KB 915 MM/36" KB	1	99.00	37.98
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1	3.00	0.36
200013795	KB 10' GALV POST WITH CAP	12	52.00	2.60
200013798	KB 136" GALV POST WITH CAP	4	59.00	3.00
200013808	KB 8' GALV POST WITH CAP	9	42.00	2.10
200013810	KB 148" GALV POST WITH CAP	6	64.00	3.20
200013813	KB 4165/164" GALV POST WITH CAP	10	71.00	3.60
200013892	RAIL SINGLE KB	1	11.00	0.26
200013924	LOOP ASSY SAFETY KB	6	43.00	7.04
200034323	BURMESE BRIDGE 2440 MM KB	1	74.00	3.02
200034344	LADDER RING CHALLENGE F/KB 2440	1	75.00	28.38
200040781	STEPS DECK/DECK 508 MM W/SAFETY RAILS K	1	174.00	19.82
200066522	STEPS DECK/DECK 815 MM W/SAFETY RAILS K	1	264.00	27.27
200069056	KB 186"/4725MM GALV POST W/CAP	2	81.00	4.00
200069057	KB 200"/5080MM GALV POST W/CAP	3	87.00	4.30
200092591	STEPPING STONES F/KB	3	42.00	6.80
200095002	KB 915MM STONE CLIMBER	1	150.00	23.85
200098030	KB CATWALK	1	362.00	59.51
200102488	CLIMBER FAN 72"/1830mm F/KB	1	158.00	56.14
200115328	PANEL ARCH TOP GEAR F/KB	1	45.00	7.69
200122438	SLIDE SPIRAL KB 1625/64 (2007)	1	380.00	189.75
200200101	KB BRIDGE "S" CURVE LFT W/SAFE RAILS 8'	1	980.00	79.39
200200237	PANEL "PARACHUTE GUY" KB DKMT	1	49.00	6.15
200200417	SWING FRAME ADD-ON F/INCL SEAT MAXPLAY	1	140.00	9.23
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1	10.00	0.00
200200639	VERSA-CLIMB ROCKWALL F/KB 1 SECTION	1	160.00	33.00
200200663	KB TELESCOPE PANEL (DKMT)	1	60.00	4.00
200201090	KB THERAPEUTIC RINGS	1	25.00	2.00
200201198	KB STRAIGHT BALANCE BEAM 6' W/RND LEG	1	120.00	2.00
200201314	JACKHAMMER	1	60.00	10.50
200201539	STAND N SPIN	1	118.00	19.90
200202105	KB 96" HYPERSONIC SLIDE	1	255.00	80.00
200202171	KB WAVY RUNG CLIMBER 72"	1	114.00	41.00
200202202	MAXPLAY 8' STANDARD BEAM	1	220.00	11.50
200202204	MAXPLAY 8' ADD-ON STANDARD BEAM	2	140.00	9.30
200202241	KB ROUNDABOUT OVERHEAD	1	125.00	21.00
200202256	KB FIRE ESCAPE CLIMBER 96"	1	120.00	24.00
200202270	KB SINGLE FUNWHEEL	1	75.00	24.00
200202280	KB CLOCK BRAILLE PANEL DKMT	1	45.00	1.00
200202420	KB SILO CLIMBER 2400(96")	1	200.00	90.00
200202425	KB VERTICAL POD CLIMBER 96"	1	130.00	35.00
200202483	KB DECK SQUARE LARGE HOLE 11GA	2	116.00	9.86
200202485	KB DECK TRIANGLE LARGE HOLE 11GA	7	59.00	7.25
200202488	KB DECK 1/2 SQUARE LARGE HOLE 11GA	2	66.00	7.55
200202492	KB DECK HEX LARGE HOLE 11GA	3	321.00	25.17
200202548	KB TRANS STAT(DK W/LOOP)11GA	1	72.00	9.86
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN	4	18.00	0.50

200202836	ASSY TOT SEAT F/8' SWING W/CHAIN	1	21.00	1.00
200203095	KB 200 POST 5" F/SHADE	6	112.00	1.10
200203148	KB SHADE 26' SAIL HEX FR FAB	1	769.00	30.00
200203224	KB ELECTRONIC PIANO PANEL DKMT	1	45.00	1.00
200203318	KB CYLINDER CLIMBER 64"	1	175.00	12.00
200203328	KB WAVE SLIDE 72" W/2014 HOOD	1	140.00	48.00
200203413	REVOLUTION INCLUSIVE SPINNER	1	1,000.00	400.00
			0	
200203415	NU-EDGE-X TOWER F/KB	1	3,500.00	800.00
			0	
200203423	GENERATION SWING SEAT ASSEMBLY TIKES	1	27.00	9.00
200203433	INCLUSIVE SWING SEAT W/CHAINS 8'	1	45.00	20.10
200203458	KB TRAIL CLIMBER 56"	1	150.00	0.00
200203550	LT WELCOME SIGN 2-5YR	1	60.00	10.00
	Welcome Sign Frame Color: METALLIC GRAY			
200203552	LT WELCOME SIGN 5-12YR	1	60.00	10.00
200203654	TOGETHER GLIDER	1	1,630.00	220.00
			0	
HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1	3	1.00	0.00

PlayArea_2

Product line: PlayBuilders

Age group: 2-5

Global defaults

Concerto Ground cover	Buried
Concerto Post/Frame Color	METALLIC GRAY
Dino Mounting Method	Buried
Gator Color	BLUE
Gator Mounting Method	Buried
Hippo Clr	SKY
KB Accent Color	YELLOW
KB Slide/Float Stone Clr	BLUE
KB/Jeep Ground Cover	Buried
Laminated Panel	BLUE-SAND-BLUE
PB Ground Cover	
PB Vinyl Clr	
Play Builder Accent Color	
Play Builder Post Color	METALLIC GRAY
Solo Spin Plastic Clr	LIME
Solo Spin Post Clr	METALLIC GRAY
Spinner Component Mounting	Buried
TB COMM HELP DECK	
TB COMM HELP PAINT ACC	ORANGE
TB COMM HELP PAINT MAIN	COBALT
TB COMM HELP PLASTIC MAIN	LIME
TB COMM HELP PLASTIC SLIDE	LIME
TB GARDEN WALL PAINT	COBALT
TB GARDEN WALL PLASTIC	LIME

Components

Part Number	Description	Qty	Weight	Volume
200072938	TOOL BOX F/PLAY BUILDERS (MM)	1	5.00	0.36
200074145	GATOR WALK SCULPTURE	1	56.00	8.65
	Gator Color: FOREST GREEN			
200092591	STEPPING STONES F/KB	2	42.00	6.80
200200177	HIPPO SCULPTURE	1	145.00	100.00
	Hippo Clr: BLUE			

200200531	KIT MAINTENANCE PB W/O LIST PRICE	1	0.00	0.00
200201870	SOLO SPINNER	1	38.00	3.50
200202611	PB POST W/CAP 2285MM (90")	2	33.00	1.50
200203438	CONCERTO VIBES	1	100.00	13.50
200203440	CONCERTO SPIN CABASAS MEDIUM	1	60.00	0.00
200203443	CONCERTO 3-CONGAS	1	55.00	0.00
200203477	ACTIVITY PANEL A-MAZE-ING INSERT	1	13.00	1.20
200203478	ACTIVITY PANEL FOUR-THE-WIN INSERT	1	14.00	1.20
200203637	PB DISCO PARTY PANEL PTMT	1	90.00	4.50
LT0880ING	TOT BUILDERS COMMUNITY HELPERS	1	1,702.00	250.00
			0	
LT0884SM	TOT BUILDERS GARDEN SENSORY WALL DBL SD	1	111.00	20.00
M00000961	SPRING RIDER BUMBLEBEE,NECTAR	1	118.00	40.20

Additional Items:

--16' Independent Square Shade – Single Post Pyramid Design	Included
--No Fault – Poured in Place Rubber Surfacing with Installation. Approx 9,120 Sq Feet 50% Black / 50% Color – 3.5" Thick for 8' Fall Height – Entire Area. Compacted Gravel Base is Not Included.	\$184,808.00

Note: Removal of existing equipment & existing shredded rubber surfacing, compacted gravel base, drain tile, concrete curb, access and sidewalks, landscaping, etc.....Are Not Included.

Note: The shade / shelter shown outside of the play container is existing and not included.
We are showing this as a reference only.

Totals:

Products Subtotal:	\$254,945.00
Products by Other:- PIP Rubber	\$184,808.00
Installation:	\$94,000.00
Freight:	Included
Estimated Sales Tax*:	NA - Not Included
Grand Total:	\$ 533,753.00

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.

Remit Purchase Orders To:

PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.

Remit Checks To:

PlayPower LT Farmington
PO Box 734155
Dallas, TX 75373-4155

NOTE:

10/16/2024

* Applicable sales taxes will be confirmed once order and any tax certificates are received

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.

If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains 13.57% recycled content

This playground qualifies for 1 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____

Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. **Use & Maintenance.** Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. **Default, Remedies & Delinquency Charges.** Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. **Limitation of Warranty/ Indemnity.** PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. **Restrictions.** Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. **Purchase Money Security Interest.** Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

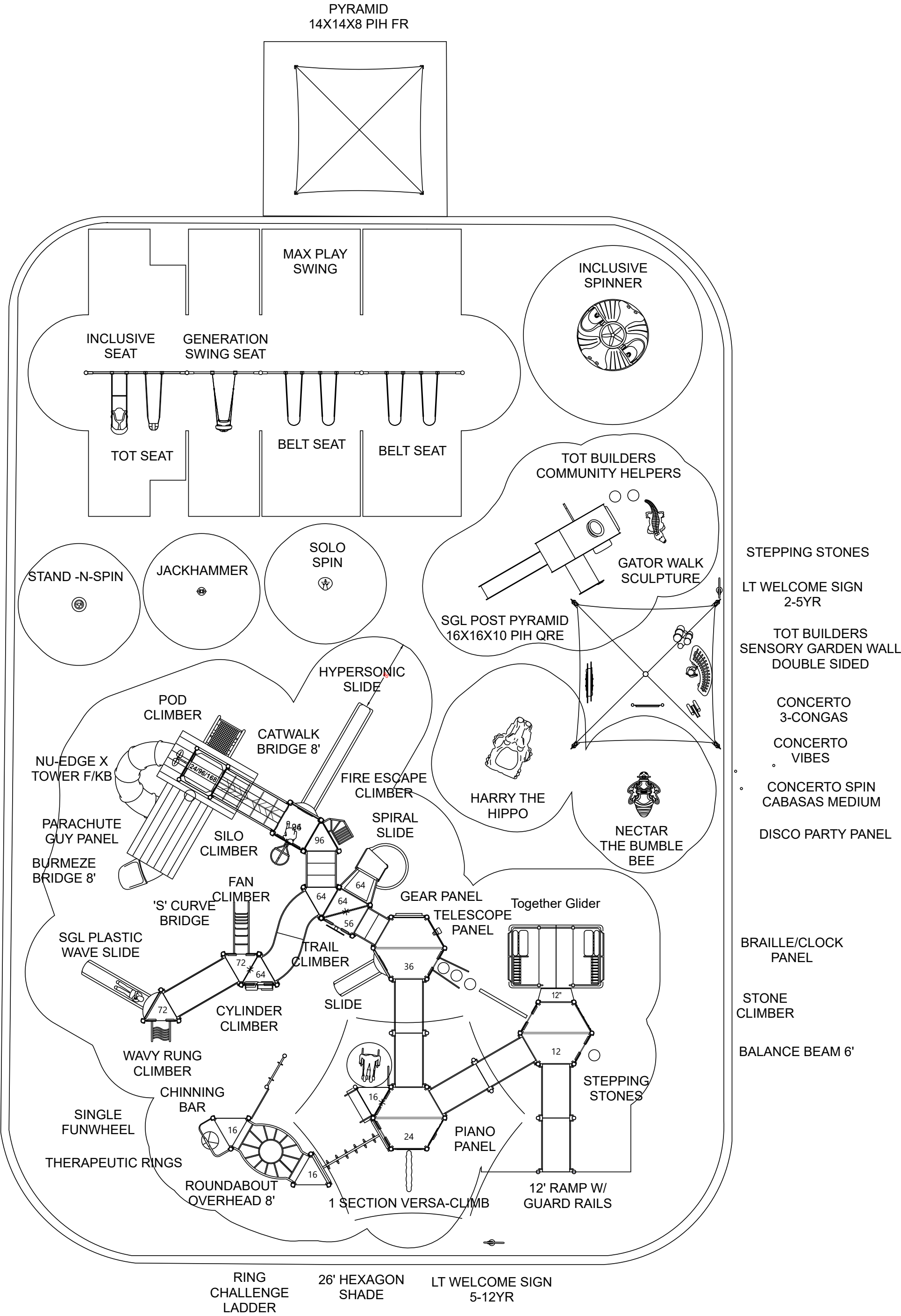
6. **Choice of Law and Jurisdiction.** All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. **Title; Risk of Loss; Insurance.** PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. **Waiver; Invalidity.** PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. **Entire Agreement; Amendment; Binding Nature.** This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. **Counterparts; Electronic Transmission.** This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.















MEETING DATE: October 28, 2024

STAFF ORIGINATOR: Kevin Knopik, Finance Director

AGENDA ITEM: Median Landscaping and Roundabout Refresh Project

INTRODUCTION:

This project is currently included in the City's 10-year capital plan for a total of \$725,000. Currently in the 2025 proposed budget and 10-year financial management plan is a tax levy of \$145,000 for the next five years to fund the project. The Capital Improvement fund would fund the project on the front end, with the future tax levies of \$145,000 replenishing fund balance.

ANALYSIS:

At the October 21st, 2024 City Council Workshop, City Council wanted information on if the City would bond for this project, with a total project cost of \$1,000,000. Below are the different scenarios as it relates to bonding.

Bonding Scenario #1: \$1,000,000 bond, assumes 20-year payback at 3.5% interest. Total interest paid over 20 years in \$402,500.

	Payment	105% Tax Levy
2025	\$ -	\$ 55,125.00
2026	\$ 52,500.00	\$ 88,331.25
2027	\$ 84,125.00	\$ 86,493.75
2028	\$ 82,375.00	\$ 84,656.25
2029	\$ 80,625.00	\$ 82,818.75
2030	\$ 78,875.00	\$ 80,981.25
2031	\$ 77,125.00	\$ 79,143.75
2032	\$ 75,375.00	\$ 77,306.25
2033	\$ 73,625.00	\$ 75,468.75
2034	\$ 71,875.00	\$ 73,631.25
2035	\$ 70,125.00	\$ 71,793.75
2036	\$ 68,375.00	\$ 69,956.25
2037	\$ 66,625.00	\$ 68,118.75
2038	\$ 64,875.00	\$ 66,281.25
2039	\$ 63,125.00	\$ 64,443.75
2040	\$ 61,375.00	\$ 62,606.25
2041	\$ 59,625.00	\$ 60,768.75
2042	\$ 57,875.00	\$ 58,931.25
2043	\$ 56,125.00	\$ 57,093.75
2044	\$ 54,375.00	\$ 55,256.25
2045	\$ 52,625.00	\$ 53,418.75
2046	\$ 50,875.00	\$ -
	\$ 1,402,500.00	



STAFF REPORT

Forest Lake
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Bonding Scenario #2: \$1,000,000 bond, assumes 10-year payback at 3.5% interest. Total interest paid over 10 years in \$227,500.

	<u>Payment</u>	<u>105% Tax Levy</u>
2025	\$ -	\$ 55,125.00
2026	\$ 52,500.00	\$ 139,912.50
2027	\$ 133,250.00	\$ 136,237.50
2028	\$ 129,750.00	\$ 132,562.50
2029	\$ 126,250.00	\$ 128,887.50
2030	\$ 122,750.00	\$ 125,212.50
2031	\$ 119,250.00	\$ 121,537.50
2032	\$ 115,750.00	\$ 117,862.50
2033	\$ 112,250.00	\$ 114,187.50
2034	\$ 108,750.00	\$ 110,512.50
2035	\$ 105,250.00	\$ 106,837.50
2036	\$ 101,750.00	\$ -
	<u>\$ 1,227,500.00</u>	