



## CITY COUNCIL MEETING

March 07, 2024 at 6:30 PM

City Hall Council Chambers – 450 Virginia Avenue, Long Lake, MN 55356

### AGENDA

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**1. Call to Order**

**2. Pledge of Allegiance**

**3. Mayor’s Comments – Long Lake News, Meeting Review and Updates**

**4. Approve Agenda**

**5. Consent Agenda**

A. Approve Minutes of February 20, 2024 City Council Work Session

B. Approve Minutes of February 20, 2024 City Council Meeting

C. Approve Vendor Claims and Payroll

D. Accept the Resignation of Firefighter Justin Hinker From the Long Lake Fire Department

E. Review and Consider Approval of the Construction Cooperative Agreement with Hennepin County for the County State Aid Highway (CSAH) 112 Project – Phase 3

**6. Open Correspondence**

**NOTE:** Open Correspondence is an item on the agenda during which the public may address the City Council. **No formal action is taken by the City Council** and comments shall be limited to five minutes or less. *Open Correspondence comments may also be emailed to City staff by 12:00 noon on the date of the meeting.*

**7. Regular Business**

A. Long Lake Fire Department Annual Report - 2023 Year-End Review

B. Updates Regarding Fire Department Matters

C. Discuss and Consider Adoption of a Resolution Related to Fire Station 2 Use

**8. Other Business**

**9. Adjourn**

**UPCOMING MEETINGS & OTHER DATES OF NOTE**

Monday, March 4 (5:30 pm) / Park Board Meeting

Tuesday, March 5 / Presidential Nomination Primary Election Day

Thursday, March 7 (5:00 pm) / City Council Work Session (Park Board Presenting)

Thursday, March 7 (6:30 pm) / City Council Meeting

Tuesday, March 19 (5:00 or 5:30 pm) / EDA Meeting  
Tuesday, March 19 (6:30 pm) / City Council Meeting



**MINUTES  
CITY COUNCIL WORK SESSION  
February 20, 2024**

**CALL TO ORDER**

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

**Present:** Mayor: Charlie Miner; Council: Jahn Dyvik, Mike Feldmann, Gina Joyce (arrived at 6:02 pm), and Deirdre Kvale

**Staff Present:** City Administrator: Scott Weske; City Attorney: John Thames; and City Clerk: Jeanette Moeller

**Absent:** None

**APPROVE AGENDA**

*A motion was made by Feldmann, seconded by Dyvik, to approve the agenda, as presented. Ayes: all.*

**OPEN CORRESPONDENCE**

No one was in attendance to address the City Council during Open Correspondence.

**BUSINESS ITEMS**

**Closed Session Pursuant to Minn. Stat. 13D.05, Subd. 3 (c) (3): Develop or Consider Offers/Counteroffers for the Purchase or Sale of Real Property - Discuss the T-Mobile Lease for the Water Tower Site**

*A motion was made by Miner, seconded by Kvale, to move the meeting into a Closed Session pursuant to Minn. Stat. 13D.05, subd. 3 (c) (3) to develop or consider offers/counteroffers for the purchase or sale of real property and discuss the T-Mobile lease for the water tower site. Ayes: all.*

*A motion was made by Miner, seconded by Joyce, to exit the Closed Session. Ayes: all.*

City Attorney Thames summarized that the City Council had just adjourned a Closed Session meeting held pursuant to Minn. Stat. 13D.05, subd. 3 (c) (3) to develop or consider offers/counteroffers for the purchase or sale of real property and discuss the T-Mobile lease for the water tower site. Staff had been given appropriate direction from the Council.

**OTHER BUSINESS**

No other business was discussed.

**ADJOURN**

*Hearing no objection, Mayor Miner adjourned the meeting by general consent at 6:27 pm.*

Respectfully submitted,

Scott Weske  
City Administrator



**MINUTES  
CITY COUNCIL MEETING  
February 20, 2024**

**CALL TO ORDER**

The meeting was called to order at 6:30 pm.

**Present:** Mayor: Charlie Miner; Council: Jahn Dyvik, Mike Feldmann, Gina Joyce, and Deirdre Kvale

**Staff Present:** City Administrator: Scott Weske; Planning Consultant: Will Harris; and City Clerk: Jeanette Moeller

**Absent:** None

**PLEDGE OF ALLEGIANCE**

**MAYOR’S COMMENTS – LONG LAKE NEWS, MEETING REVIEW AND UPDATES**

Mayor Miner opened by expressing his heartfelt condolences for the tragic situation that occurred in Burnsville last Sunday that had resulted in the loss of life of two Police officers and one firefighter.

He indicated that last Saturday he had attended the ‘Everyone Can Save a Life’ CPR event at the Long Lake Fire Station which offered training put on by the Fire Department.

Additionally, prior to the City Council meeting, he had attended a ribbon cutting ceremony sponsored by the Wayzata Area Chamber of Commerce for ‘The Stax of Long Lake’ project, which is the City’s new 70-unit apartment complex.

**APPROVE AGENDA**

*A motion was made by Feldmann, seconded by Miner, to approve the agenda as presented. Ayes: all.*

**CONSENT AGENDA**

The Consent Agenda consisted of the following:

- A. Approve Minutes of February 6, 2024 City Council Work Session Meeting
- B. Approve Minutes of February 6, 2024 City Council Meeting
- C. Approve Vendor Claims and Payroll
- D. Appointment of Park Board Chair and Secretary Officer Positions for 2024
- E. Adoption Resolution No. 2024-09 Conditionally Appointing Aidan J. Gregg to the position of Paid On-Call Firefighter for the City of Long Lake
- F. Accept the Resignation of Firefighter Caleb Thunberg from the Long Lake Fire Department
- G. Approve Amending Lease Between the City and the Lake Minnetonka Communications Commission (LMCC) for Use of Office Space in the City’s Public Works Building and Authorize the City Administrator to Execute Said Amended Lease
- H. Resolution Appointing Noah Mackey to the position of Full-time Public Works Maintenance Worker I

*A motion was made by Kvale, seconded by Dyvik, to approve the Consent Agenda as presented. Ayes: all.*

**OPEN CORRESPONDENCE**

No one was in attendance to address the City Council during Open Correspondence.

**BUSINESS ITEMS**

**Ordinance Amending Certain Parking Requirements by Use and Updating Parking Regulations for the Storage of Boats, Trailers, and Recreational Vehicles**

City Clerk Moeller introduced Will Harris of WSB who has been working with Planning Consultant Hannah Rybak on this item, and was attending the Council meeting on her behalf.

Planning Consultant Harris gave a presentation that reviewed proposed amendments to the parking regulations for storage of boats, trailers, and recreational vehicles and outlined the Planning Commission’s recommendations.

Council member Dyvik sought clarification on what constituted an interior side yard.

Harris explained that on a corner lot, the interior side yard would be the yard that abuts the neighboring property rather than abutting the street.

Council member Kvale questioned what would be considered a driveway and if it had to be paved.

Harris stated that typically the driveway is the hard surface that leads to the garage area and noted that the proposed amendment does allow for the parking of recreational vehicles on the sides of the principal structure, on any material, including grass.

The Council inquired about various recreational vehicle scenarios and what would be allowed.

Moeller offered to draw a picture to help provide a visual and then described various property scenarios and where parking would be allowed.

Council member Kvale suggested that the City more clearly define ‘driveway’ in this Code.

Moeller believed that language could be included in the amendment to address ‘driveway’. Her understanding of current code is that recreational vehicles are permitted to be in the driveway or on a gravel or paved surface that is attached or immediately adjacent to the driveway.

Council member Feldmann asked about how close a vehicle on the street side could be to the street before there is an issue.

Moeller read aloud the draft language which stated that ‘storage in the corner side yard is permissible only when the item is stored along the wall of the structure’. She clarified that corner lots essentially have two front yard setbacks on the sides abutting roadways, and the front yard setback is typically 25 feet. No matter what, if a property stores a recreational vehicle against the wall of the structure, that location should be 25 feet back from the street.

Mayor Miner asked if there was a definition of what a 'principal structure' would be.

Moeller responded that the principal structure would be the house.

Mayor Miner asked about a situation with an attached garage.

Harris clarified that an attached garage would also be considered the principal structure because it is attached to the house.

Moeller noted that a detached garage would be an accessory structure.

Mayor Miner mentioned that he felt this may open up some ambiguity and asked if staff believed something was needed in order to better establish that a principal structure does not include a detached garage.

Moeller observed that a detached garage is already defined in code as an accessory structure.

Council member Kvale questioned whether 'principal structure' was defined in code since 'accessory structure' was.

Moeller looked up and reviewed definitions in zoning code in response to Council member inquiries.

Mayor Miner reiterated that he thinks the issue of structure type needed to be clearly defined.

Council member Feldmann questioned how a recreational vehicle was defined and highlighted the example of the trailer for a Sea-Doo which would be the recreational vehicle.

Harris clarified that a trailer that has two jet skis or snowmobiles on it would be considered one recreational vehicle.

Council member Kvale suggested that explanation be specifically defined within the code.

Weske noted that during their discussion of the matter, the Planning Commission felt that a trailer with multiple items on it should be considered one recreational vehicle.

Council member Joyce asked where something like a large motorcoach would fall into the definition.

Harris replied that it could be up to 400 square feet in size and would be considered one recreational vehicle.

Moeller read aloud and reviewed the recreational vehicle definition currently in code.

Mayor Miner asked for clarification on the terminology 'recreational vehicles and equipment'. He commented that he felt the 'equipment' portion was loosely defined and shared an example of someone having a Bobcat parked by itself on their property. He pointed out that the term 'equipment' can mean a lot of things and asked what the intent was of this language.

Weske gave the example of a kayak with the 'equipment' like the oars or life jackets being stored inside of it. He added that the MnDNR does not put a Bobcat within the recreational vehicle category when the vehicle is registered.

Moeller suggested that to be very clear, the language could reference recreational/non-commercial vehicles and equipment.

Council member Dyvik clarified that the term equipment in this case was intended to refer to the equipment related to the recreational vehicle as City Administrator Weske had described.

Moeller indicated that staff will look at making clarifications on 'equipment' being related to a recreational vehicle. She shared that the reason the issue of recreational vehicle storage was brought to the Planning Commission for consideration was because the single biggest code enforcement complaint that staff deals with is related to recreational vehicles. What has burdened staff in addressing resident complaints is that the existing code is not very clear, and anything would be an improvement even though it is difficult to find language that might cover every situation. She added that she sensed from the evening's discussion that further review and changes were needed rather than the proposed recreational vehicle language being an easy amendment to move forward tonight.

Weske explained that the theme behind the Planning Commission's discussion was to focus on allowing people to use their properties in a realistic manner without interfering with their neighbors. He stated that putting in too many limitations and definitions in place may bring the tone back to eliminating people's rights to use their property. The Planning Commission wanted to reduce the burden of the 'red tape'.

Council member Kvale asked about the complaints that have come in and asked if staff would be able to address many of them with these proposed amendments.

Moeller confirmed that what is being proposed would be a vast improvement and would allow for addressing a significant portion of the complaints that have come in.

Harris commented that he handles code enforcement for three other municipalities. The proposed code section is very similar to what they use. He added that there would likely be some subjectivity to recreational vehicle code for any city.

Moeller reported that one area that she receives a fair amount of complaints about that could be more clearly addressed relates to people storing mass quantities of business trailers and trailers with equipment for trades at their residence.

Council member Kvale observed that the term 'equipment' could arguably be what Moeller had described, and not just the kayak oars as noted by Administrator Weske. She suggested that issue be more clearly defined.

Moeller wondered aloud whether it may be easier to say recreational vehicles and 'related' equipment and then also state that vehicles for business and construction use do not qualify as recreational vehicles.

Council member Joyce pointed out though that if someone has a private business, they need to park their trailer somewhere, which would obviously be at their house.



Mayor Miner asked if the City cared what the trailers were for if they just determined that there would be a maximum number allowed.

Moeller indicated that staff was struggling more with the backyards with construction equipment and yards with a bunch of trailers with business logos on the side parked all over. The proposed amendments would reducing the maximum number of vehicles down to three would be better than the current language and would help in addressing locations where there are seven or eight vehicles and trailers at properties. She noted that she would also like to consider the addition of some language about the vehicles needing to be current on all registrations.

Harris added that typically with code enforcement, if someone has a trailer that is not in compliance, the owner is given notice as well as time to bring it into compliance.

Mayor Miner reflected that he likes the concept of the proposed recreational vehicle storage amendments but agreed that the language may need a bit more tweaking. He asked if they had already taken a look at what nearby cities were doing, especially Wayzata, because the Police Department would be doing code enforcement for both cities.

Moeller confirmed that the Planning Commission had taken a look at other cities.

Harris advised that they had taken a look at code provisions in the cities of Orono, Maple Plan, Wayzata, Excelsior, Spring Park, Minnetrista, and Independence for comparison.

Mayor Miner suggested that they move the discussion onto the next section of the draft ordinance.

Harris reviewed proposed amendments for parking space requirements for different types of restaurants and outlined the recommendations from the Planning Commission.

Moeller clarified that the Planning Commission is essentially recommending a simplification of this portion of code and has simply recommended requiring one parking space for every three seats for restaurant uses.

Mayor Miner asked if these changes would apply to existing restaurants or just future restaurants.

Moeller confirmed that this would apply to future parking calculations and, as it is proposed, any new restaurant coming into the City would need a bit less parking than the existing restaurants were required to have.

Council member Kvale asked if there could be additional language added that would say that they have to have a certain number of parking spaces; or could have some accommodations nearby or something like street parking, understanding that the required parking wouldn't necessarily be on their property but would be available for customers to use.

Moeller responded that there is language related to that question within the code allowing for a Conditional Use Permit to be applied for to permit a joint parking arrangement subject to a set of criteria.

Council member Feldmann reviewed some of the Planning Commission points of discussion and the thought that some of the people living in the new residential units in town will be taking up some of the seats, but in most instances may be likely to walk and not take up a parking space.

Weske agreed and reminded the Council that one of their goals is to foster walkability and have businesses that residents can walk up to.

Council member Joyce asked about the proposed language requiring stacking spaces for drive-thru restaurant lines. She mentioned the example of the former BP property and questioned whether there would be space for stacking.

Weske stated he was doubtful that there would be enough space.

Council member Joyce found that the proposed amendments to restaurant parking requirements make sense, especially if they align with what nearby cities are also doing and would be an improvement over the current language.

Mayor Miner voiced that he also liked the direction of the proposed restaurant parking requirements and noted that they can always change in the future if need be. He felt that perhaps the City may have been somewhat restrictive in the past.

Council and staff discussed perceived parking issues in the downtown area and the City's various business zoned districts; ideas for areas that could accommodate municipal parking; and reviewed past examples of projects that were short on parking including Birch's and Carbone's. It was noted that in the example of Birch's, the Council had voted to approve a parking variance against staff's recommendation at that time. With regard to Carbone's, the building and parking lot were constructed to accommodate a small printing office and the property had not been built or intended for a restaurant use; therefore, Carbone's would always have needed more parking for than the site alone could offer, creating the necessity for a CUP for joint parking at the adjacent building.

Harris reviewed proposed amendments to parking requirements for service establishments.

Council member Feldmann suggested that they make sure the definitions for service versus retail establishments are well defined. While everyone present at the meeting may understand the intent, he would want the difference between the two to also be clear to someone from the outside coming into the City.

Council member Dyvik asked where a company that had offices would fall in these guidelines.

Moeller clarified that the amendments being proposed were just for areas of the City's parking requirements where staff felt some changes may be warranted. She noted that office uses have their own requirements of 1 space per 250 square feet of floor area.

Mayor Miner thanked Planning Consultant Harris for his presentation.

Moeller indicated that staff will bring the draft ordinance back with some of the adjustments that the Council had recommended.

### **Approval of T-Mobile Lease Extension**

Weske reviewed the background and history of the lease with T-Mobile and its predecessor which expired at the end of 2021. Staff has been negotiating with T-Mobile on the lease terms for an extended period of time and a draft version of a final updated lease was included in Council members' meeting packets. He highlighted certain lease terms and noted that City Attorney Thames had also reviewed the lease and presented the final draft in a work session prior to the meeting.

*A motion was made by Kvale, seconded by Feldmann, to adopt Resolution No. 2024-11, A Resolution Approving First Amendment and Restatement of Tower Lease with T-Mobile Central, LLC, subject to any minor revisions by the City Attorney. Ayes: all.*

### **Updates Regarding Fire Department Matters**

Mayor Miner advised that there was not a lot to report regarding the ongoing litigation with the City of Orono. The cities are currently awaiting a ruling from Judge Miller that has not yet come in, though Mayor Miner anticipated that the ruling might be issued within the next week or two.

He indicated that the Future Fire Services meetings for both January and March have been cancelled because other cities that are included in that group have been meeting as a side group to talk about possible consolidation options as well fire district options. He noted that he believes it is good that those cities are trying to figure something out for their communities.

Mayor Miner reiterated that he had attended the Fire Department's 'Everyone Can Save a Life' event last Saturday which had experienced great participation despite it being held on Presidents' Day weekend. He mentioned that they are going to look at changing the date of the event for next year due to the holiday.

Council member Kvale commented that another conflict impacting attendance may have been the Stifel Loppet Cup - World Cup cross country skiing event which was also held last weekend.

### **OTHER BUSINESS**

**Planter Plans for Former BP Lot** – Council member Kvale reported that Anita Secord is excited to see what the Long Lake Garden Club may be able to do for a project at the former BP property and to learn what the budget may be from the City to support that effort. Council member Dyvik confirmed that the City would still be putting up the hanging baskets in the City, and asked that staff follow up with Ms. Secord to request a plan for what the Garden Club may have in mind. Weske responded that in his last communication with Ms. Secord, he had asked her to send a simple plan so that everyone may be on the same page. Moeller added that the EDA will be meeting in March to review an application for a concept review for the former BP lot.

**Redesign of Banners for the Downtown Area** – Council member Dyvik had spoken with the local designer with Hard at Work Design who had done the summer banners about an idea for a refresh, and one of her ideas was to incorporate artwork from local youth that would represent what the City is about. He circulated some examples of some banner designs she had shared. The designer had spoken to the art teachers at the Orono Schools about the possibility of having students submit artwork and they are really excited about the idea. He had asked Hard at Work Design to put together a proposal for the City to consider, including cost information. Moeller asked if the artwork submission would be open to any Orono student or just residents of Long Lake. Council member Dyvik replied that ideally it would be nice to say that it was a Long Lake resident who'd submitted artwork, but noted that his wife's opinion was that it should not just be limited to residents of the City because they are in the area and

should represent the broader community. He asked if the Council had any thoughts about this concept. *Council and staff agreed that they liked the concept of using artwork/student artwork for a refresh of the City banners, as long as parameters were put in place to assure that artwork would be Long Lake inspired and would represent the City.*

**Meeting With the Mayor of Minnetonka Beach** - Mayor Miner shared that he'd had coffee with the Mayor of Minnetonka Beach last week which they have done once in while to get caught up with what the two communities are doing. He reported that Minnetonka Beach has a lot of nice little community events that he was not aware of and that were interesting to hear about. They have about 50 events per year that are more neighborhood based and put together by a group of volunteers.

**Closed Session Planning** – Mayor Miner inquired what the next potential date was for a possible Closed Session for the Council to discuss the impending City of Long Lake v. City of Orono ruling. Moeller replied that the Council had identified February 27, 2024 as a back-up date for a Closed Session, contingent upon the timing of the Judge's ruling.

**ADJOURN**

*Hearing no objection, Mayor Miner adjourned the meeting by general consent at 8:00 pm.*

Respectfully submitted,

Scott Weske  
City Administrator



CITY OF  
**LONG LAKE**

## City Council Agenda Report

### City of Long Lake

450 Virginia Avenue, PO Box 606  
Long Lake, MN 55356

**MEETING DATE / March 7, 2024**

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**SUBJECT:** Approve Vendor Claims and Payroll

**Prepared By:** Amanda Nowezki, Finance Director

**Report Date:** 2/28/2024

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### Recommended City Council Action

Staff recommends the following:

Motion to approve vendor claims paid in the amount of \$51,918.10 and electronic vendor payments in the amount of \$1,480.49 for a total amount of **\$53,398.59**; Gross City Employee payroll paid February 20 in the amount of **\$24,802.09**.

### Overview / Background

No noteworthy commentary to report regarding vendor claims to be approved.

### Supporting Information

- Listing of Claims Paid
- Electronic Vendor Payments
- Biweekly Payroll



LONG LAKE, MN

02/28/24 1:01 PM

Page 1

Section 5C.

\*Check Summary Register©

Checks 70245-70275

Name	Check Date	Check Amt	
<b>10100 GENERAL FUND CASH</b>			
70245	CLAREY'S SAFETY EQUIPMENT	2/23/2024	\$15,507.00 FD Adjustable Step Chocks (x4)
70246	COLONIAL LIFE	2/23/2024	\$13.06 AD Insurance - March 2024
70247	DELTA DENTAL	2/23/2024	\$255.22 Dental Insurance - March 2024
70248	EHLERS AND ASSOCIATES	2/23/2024	\$1,007.50 Review developers request for updated TIF
70249	FIRE SAFETY USA, INC.	2/23/2024	\$725.53 FD2-Hydrant Bag
70250	HAWKINS INC	2/23/2024	\$40.00 Water Chemicals - Chlorine Cylinder
70251	Hennepin Cty Fire Chiefs Assn	2/23/2024	\$400.00 2023 FD Dues
70252	MEDIACOM	2/23/2024	\$400.00 CH Internet Services - (02/26/23-03/25/24)
70253	MN DEPARTMENT OF HEALTH	2/23/2024	\$1,849.00 MDH Fees 1st Quarter 2024
70254	PRO HYDRO-TESTING LLC	2/23/2024	\$873.00 Hydro-Testing Cylinders
70255	ROLF ERICKSON	2/23/2024	\$2,045.00 Assessor Fees - March 2024
70256	SAFETY VEHICLE SOLUTIONS	2/23/2024	\$799.99 FD2 - R21 Replace Traffic Advison Light Bar
70257	MN LIFE INSURANCE CO	2/23/2024	\$18.00 LIFE INS - March 2023
70258	SENSAPHONE	2/23/2024	\$898.20 Lift Station Monitoring - 2022 Annual Subscripti
70259	WSB & ASSOCIATES, INC	2/23/2024	\$5,922.72 Engineering - Fire Station #2 site plan review fo
70260	ZOLL Medical Corporation	2/23/2024	\$453.48 FD CPR Supplies; Pedi Padz II
70261	Ancom Communications Inc	2/28/2024	\$300.00 FD Minitor VI VHF Pager Repair-Missing Knob
70262	BOUND TREE MEDICAL, LLC.	2/28/2024	\$903.04 FD1 Medical Supplies-igel resus packs
70263	CENTERPOINT ENERGY	2/28/2024	\$32.61 Gas Charges - 25 Apple Glen Rd (1/18/24-2/20
70264	ECM PUBLISHERS, INC.	2/28/2024	\$29.76 Public Notice-Test Election Equipment
70265	FP MAILING SOLUTIONS	2/28/2024	\$171.00 Postage Machine Service - 02/12/24-05/11/24
70266	JMH LAND DEVELOPMENT	2/28/2024	\$343.75 Refund FINAL Aava Vetta Developers (JMH) E
70267	LIQUOR BARN	2/28/2024	\$820.62 Refund Remaining Escrow for 2067 W Wayzat
70268	MACQUEEN EMERGENCY GROU	2/28/2024	\$1,869.22 PW Street Sweeper Parts
70269	MADISON NATIONAL LIFE	2/28/2024	\$98.40 STD Insurance - Feb 2024
70270	Metro West Inspection Svcs Inc	2/28/2024	\$14,411.25 Feb 2024 Permits
70271	NELSON ELECTRIC MOTOR REP	2/28/2024	\$300.00 Lindawood Lift Station Repairs-Transfer Switch
70272	Kyle Crissey	2/28/2024	\$468.75 IT Services-Assist ZSystems with setup of Cou
70273	SECURITY AND SOUND CO	2/28/2024	\$479.00 Council Chamber-CAT 6 Low Voltage Cabling
70274	TIMESAVER OFF SITE	2/28/2024	\$276.50 2/6 City Council+ Worksession Mtg Minutes
70275	TRIMBLE	2/28/2024	\$206.50 FD Dashcam Basic Bundle (Pmt 6 of 36)
	<b>Total Checks</b>		<b>\$51,918.10</b>



## LONG LAKE, MN

**\*Check Detail Register©**

Checks 70245-70275

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 GENERAL FUND CASH</b>					
<b>70245</b>	02/23/24	<b>CLAREY'S SAFETY EQUIPMENT</b>			
E 462-42283-2400		Small Tools and Minor Eq	\$1,168.00	209852	FD Adjustable Step Chocks (x4)
E 462-42283-2400		Small Tools and Minor Eq	\$14,339.00	209852	FD Battery Powered Extrication Tool
		Total	\$15,507.00		
<b>70246</b>	02/23/24	<b>COLONIAL LIFE</b>			
G 101-21710		Other Deductions	\$13.06	43698310301	AD Insurance - March 2024
		Total	\$13.06		
<b>70247</b>	02/23/24	<b>DELTA DENTAL</b>			
E 101-41500-1310		Employer Paid Health	\$76.57	RIS00055246	Dental Insurance - March 2024
E 101-43050-1310		Employer Paid Health	\$63.80	RIS00055246	Dental Insurance - March 2024
E 601-49400-1310		Employer Paid Health	\$25.52	RIS00055246	Dental Insurance - March 2024
E 602-49450-1310		Employer Paid Health	\$19.14	RIS00055246	Dental Insurance - March 2024
E 603-43150-1310		Employer Paid Health	\$19.14	RIS00055246	Dental Insurance - March 2024
G 101-21706		FlexPlan - Ins Prem	\$51.05	RIS00055246	Dental Insurance - March 2024
		Total	\$255.22		
<b>70248</b>	02/23/24	<b>EHLERS AND ASSOCIATES</b>			
G 700-29326		VirginiaAve/The Stax(Nrth	\$1,007.50	96853	Review developers request for updated TIF
		Total	\$1,007.50		
<b>70249</b>	02/23/24	<b>FIRE SAFETY USA, INC.</b>			
E 205-42281-2400		Small Tools and Minor Eq	\$157.90	178522	FD1-Hose Strap
E 205-42285-2400		Small Tools and Minor Eq	\$24.95	180014	FD Extraction Hammer
E 205-42285-2400		Small Tools and Minor Eq	\$366.78	182311	FD-Salvage Cover, Hall Runner
E 205-42285-2400		Small Tools and Minor Eq	\$175.90	182978	FD2-Hydrant Bag
		Total	\$725.53		
<b>70250</b>	02/23/24	<b>HAWKINS INC</b>			
E 601-49400-2160		Chemicals and Chem Pro	\$40.00	6689376	Water Chemicals - Chlorine Cylinder
		Total	\$40.00		
<b>70251</b>	02/23/24	<b>Hennepin Cty Fire Chiefs Assn</b>			
E 205-42280-4330		Dues and Subscriptions	\$200.00	021524	2023 FD Dues
E 205-42280-4330		Dues and Subscriptions	\$200.00	021524	2024 FD Dues
		Total	\$400.00		
<b>70252</b>	02/23/24	<b>MEDIACOM</b>			
E 101-41940-3275		Internet Access (Mediaco	\$250.00	022224	CH Internet Services - (02/26/23-03/25/24)
E 101-41942-3275		Internet Access (Mediaco	\$150.00	022224	PW Internet Services - (02/26/23-03/25/24)
		Total	\$400.00		
<b>70253</b>	02/23/24	<b>MN DEPARTMENT OF HEALTH</b>			
E 601-49400-4400		MDH Water Act Fees Re	\$1,849.00	1270018-032	MDH Fees 1st Quarter 2024
		Total	\$1,849.00		
<b>70254</b>	02/23/24	<b>PRO HYDRO-TESTING LLC</b>			
E 205-42281-2215		SCBA Equipment Parts	\$450.00	104663	Hydro-Testing Cylinders
E 205-42285-2215		SCBA Equipment Parts	\$423.00	104663	Hydro-Testing Cylinders



## LONG LAKE, MN

**\*Check Detail Register©**

Checks 70245-70275

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
			Total	\$873.00	
<b>70255</b>	02/23/24	<b>ROLF ERICKSON</b>			
E 101-41500-3025		Assessor Fees - Subconta	\$2,045.00	022024	Assessor Fees - March 2024
			Total	\$2,045.00	
<b>70256</b>	02/23/24	<b>SAFETY VEHICLE SOLUTIONS</b>			
E 205-42285-4035		Heavy Truck Maint & Rep	\$799.99	24005	FD2 - R21 Replace Traffic Advison Light Bar
			Total	\$799.99	
<b>70257</b>	02/23/24	<b>MN LIFE INSURANCE CO</b>			
E 101-41500-1310		Employer Paid Health	\$9.00	40450034	LIFE INS - March 2023
E 205-42280-1310		Employer Paid Health	\$3.00	40450034	LIFE INS - March 2023
E 101-43050-1310		Employer Paid Health	\$3.00	40450034	LIFE INS - March 2023
E 601-49400-1310		Employer Paid Health	\$1.20	40450034	LIFE INS - March 2023
E 602-49450-1310		Employer Paid Health	\$0.90	40450034	LIFE INS - March 2023
E 603-43150-1310		Employer Paid Health	\$0.90	40450034	LIFE INS - March 2023
			Total	\$18.00	
<b>70258</b>	02/23/24	<b>SENSAPHONE</b>			
E 601-49400-4330		Dues and Subscriptions	\$299.40	32371-1171	Lift Station Monitoring - 2022 Annual Subscription (00:07:F9:00:8F:2F)
E 602-49450-4330		Dues and Subscriptions	\$299.40	32371-1171	Lift Station Monitoring - 2022 Annual Subscription (00:07:F9:00:8F:2E)
E 602-49450-4330		Dues and Subscriptions	\$299.40	32371-1171	Lift Station Monitoring - 2022 Annual Subscription (00:07:F9:00:8F:2D)
			Total	\$898.20	
<b>70259</b>	02/23/24	<b>WSB &amp; ASSOCIATES, INC</b>			
G 700-29295		1948 Wayzata (Zvago) 20	\$170.00	R-015781-00	Zvago; Erosion Control Inspection
G 700-29295		1948 Wayzata (Zvago) 20	\$44.22	R-015781-00	Zvago; Erosion Control Inspection Mileage
G 700-29324		Symes(Aava Vetta) Bld:C	\$890.00	R-019417-00	Aava Vetta; Erosion Control Inspection & Report
E 205-42286-3000		Professional Srvs	\$308.00	R-023717-00	Engineering - Fire Station #2 site plan review for the Orono fire facility
E 101-41910-3032		General Planning	\$1,209.00	R-023772-00	General Planning/Zoning; Section 19/21 Redlines, Zoning and Ord Study, PC Mtg
E 420-43121-3030		Engineering Fees	\$3,301.50	R-024054-00	2024 PMP; Photogrametric Processing
			Total	\$5,922.72	
<b>70260</b>	02/23/24	<b>ZOLL Medical Corporation</b>			
E 205-42285-2190		Medical Supplies	\$157.44	3918030	FD CPR Supplies; STAT Padz II
E 205-42281-2190		Medical Supplies	\$296.04	3918313	FD CPR Supplies; PEDI Padz II
			Total	\$453.48	
<b>70261</b>	02/28/24	<b>Ancom Communications Inc</b>			
E 205-42281-3280		Pagers/Radios Repairs &	\$150.00	119879	FD Minitor VI VHF Pager Repair-Missing Knob
E 205-42285-3280		Pagers/Radios Repairs &	\$130.00	119880	FD Minitor VI VHF Pager Repair-Missing Knob
E 205-42281-3280		Pagers/Radios Repairs &	\$20.00	119881	FD Minitor VI VHF Pager Repair-Audio Issue
			Total	\$300.00	
<b>70262</b>	02/28/24	<b>BOUND TREE MEDICAL, LLC.</b>			
E 205-42281-2190		Medical Supplies	\$269.28	85256573	FD1 Medical Supplies-Gloves, Oxygen Mask, Lub Jelly, etc





## LONG LAKE, MN

**\*Check Detail Register©**

Checks 70245-70275

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 205-42285-2190		Medical Supplies	\$269.28	85256573	FD2 Medical Supplies-Gloves, Oxygen Mask, Lub Jelly, etc
E 205-42281-2190		Medical Supplies	\$52.49	85258009	FD1 Medical Supplies-igel resus packs
E 205-42285-2190		Medical Supplies	\$52.48	85258009	FD2 Medical Supplies-igel resus packs
E 205-42281-2190		Medical Supplies	\$129.75	85262209	FD1 Medical Supplies-igel resus packs, Oral Airway Kit
E 205-42285-2190		Medical Supplies	\$129.76	85262209	FD2 Medical Supplies-igel resus packs, Oral Airway Kit
		Total	\$903.04		
<b>70263</b>	02/28/24	<b>CENTERPOINT ENERGY</b>			
E 602-49450-3830		Natural Gas Expense	\$32.61	10667960-8-2	Gas Charges - 25 Apple Glen Rd (1/18/24-2/20/24)
		Total	\$32.61		
<b>70264</b>	02/28/24	<b>ECM PUBLISHERS, INC.</b>			
E 101-41410-3510		Legal Notices Publishing	\$29.76	986972	Public Notice-Test Election Equipment
		Total	\$29.76		
<b>70265</b>	02/28/24	<b>FP MAILING SOLUTIONS</b>			
E 101-41500-4130		Postage Machine Maint	\$171.00		Postage Machine Service - 02/12/24-05/11/24
		Total	\$171.00		
<b>70266</b>	02/28/24	<b>JMH LAND DEVELOPMENT</b>			
G 700-29322		Symes(Aava Vet) Dev:JM	\$343.75	022724	Refund FINAL Aava Vetta Developers (JMH) Escrow
		Total	\$343.75		
<b>70267</b>	02/28/24	<b>LIQUOR BARN</b>			
G 700-29331		2067 Wayzata(Yunger)20	\$820.62	2023-02	Refund Remaining Escrow for 2067 W Wayzata CUP
		Total	\$820.62		
<b>70268</b>	02/28/24	<b>MACQUEEN EMERGENCY GROUP</b>			
E 101-43000-2210		Equipment Parts	\$1,869.22	P55702	PW Street Sweeper Parts
		Total	\$1,869.22		
<b>70269</b>	02/28/24	<b>MADISON NATIONAL LIFE</b>			
E 101-41500-1310		Employer Paid Health	\$49.20	1609945	STD Insurance - Feb 2024
E 205-42280-1310		Employer Paid Health	\$16.40	1609945	STD Insurance - Feb 2024
E 101-43050-1310		Employer Paid Health	\$16.40	1609945	STD Insurance - Feb 2024
E 601-49400-1310		Employer Paid Health	\$6.56	1609945	STD Insurance - Feb 2024
E 602-49450-1310		Employer Paid Health	\$4.92	1609945	STD Insurance - Feb 2024
E 603-43150-1310		Employer Paid Health	\$4.92	1609945	STD Insurance - Feb 2024
		Total	\$98.40		
<b>70270</b>	02/28/24	<b>Metro West Inspection Svcs Inc</b>			
E 101-42400-3035		Bldg Inspection - Subcontr	\$14,411.25	4047	Feb 2024 Permits
		Total	\$14,411.25		
<b>70271</b>	02/28/24	<b>NELSON ELECTRIC MOTOR REPAIR</b>			
E 602-49450-3000		Professional Svcs	\$300.00	2735	Lindawood Lift Station Repairs-Transfer Switch Repairs



**LONG LAKE, MN**

**\*Check Detail Register©**

Checks 70245-70275

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$300.00		
<b>70272</b>	02/28/24	<b>Kyle Crissey</b>			
E 101-41110-3000		Professional Srvs	\$343.75	2716942	IT Services-Assist ZSystems with setup of Council Mtg Live Streaming
E 205-42280-3090		Software Support	\$125.00	2716943	IT Services-Setup new admin laptop for FD
Total			\$468.75		
<b>70273</b>	02/28/24	<b>SECURITY AND SOUND CO</b>			
E 101-41940-5700		Office Equip and Furnishin	\$479.00	26562	Council Chamber-CAT 6 Low Voltage Cabling
Total			\$479.00		
<b>70274</b>	02/28/24	<b>TIMESAVER OFF SITE</b>			
E 101-41500-3000		Professional Srvs	\$276.50	M28930	2/6 City Council+ Worksession Mtg Minutes
Total			\$276.50		
<b>70275</b>	02/28/24	<b>TRIMBLE</b>			
E 205-42281-3225		Truck Communication Ser	\$118.00	30089233546	FD Dashcam Basic Bundle (Pmt 6 of 36)
E 205-42285-3225		Truck Communication Ser	\$88.50	30089233546	FD Dashcam Basic Bundle (Pmt 6 of 36)
Total			\$206.50		
<b>10100</b>			\$51,918.10		

**Fund Summary**

**10100 GENERAL FUND CASH**

101 GENERAL FUND	\$21,516.56
205 FIRE DEPARTMENT	\$5,113.94
420 PAVEMENT MGMT IMPROVEMENT FUND	\$3,301.50
462 FIRE CAPITAL FUND	\$15,507.00
601 WATER FUND	\$2,221.68
602 SANITARY SEWER FUND	\$956.37
603 SURFACE WATER MGMT FUND	\$24.96
700 BUILDING PERMIT ESCROWS	\$3,276.09
	\$51,918.10



# LONG LAKE, MN

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Page 1

Section 5C.

## \*Check Summary Register©

Checks 2921,2926

	Name	Check Date	Check Amt	
<b>10100</b>	<b>GENERAL FUND CASH</b>			
2921e	HEALTHPTNR-GROUP HLTH WO	2/15/2024	\$63.00	FD EAP-Jan 2024
2926e	SPEEDWAY LLC	2/26/2024	\$1,417.49	PW Fuel - Feb 2024
		<b>Total Checks</b>	<b>\$1,480.49</b>	



LONG LAKE, MN

**\*Check Detail Register©**

Checks 2921, 2926

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 GENERAL FUND CASH</b>					
<b>2921 e</b>	02/15/24	<b>HEALTHPTNR-GROUP HLTH WORKSIT</b>			
E 205-42280-1310		Employer Paid Health	\$63.00	7023112	FD EAP-Jan 2024
		Total	\$63.00		
<b>2926 e</b>	02/26/24	<b>SPEEDWAY LLC</b>			
E 205-42281-2120		Motor Fuels	\$670.38	95272530	FD Fuel - Feb 2024
E 101-43000-2120		Motor Fuels	\$747.11	95272530	PW Fuel - Feb 2024
		Total	\$1,417.49		
		<b>10100</b>	<b>\$1,480.49</b>		

Fund Summary

**10100 GENERAL FUND CASH**

101 GENERAL FUND	\$747.11
205 FIRE DEPARTMENT	\$733.38
	<b>\$1,480.49</b>



**LONG LAKE, MN**

**Payroll Summary**

**Pay Group: 01 Bi-Weekly**  
**Check Date: 2/22/2024 per. 4**

Employee	Gross Wage	Federal Gross	State Gross	Federal Tax	State Tax	Local Tax	Social Security	Medicare	Retire	Tax Sheltered	Voluntary	Tips	Reimb.	Net Pay
000000287 DECKER JR, MICHAEL	1,503.80	1,503.80	1,503.80	103.92	72.88		93.24	21.81						1,211.95
000000243 DIERCKS, SEAN	3,967.63	3,711.03	3,711.03	575.39	222.97		245.99	57.53	256.60					2,609.15
000000286 HEILAND, MICHAEL	4,838.39	4,337.33	4,337.33	435.75	232.49			70.16	501.06					3,598.93
000000004 LAAKKONEN, DONALD A	3,147.82	2,573.63	2,573.63	325.16	112.55		178.37	41.72	303.31	270.88				1,915.83
000000091 MOELLER, JEANETTE	3,196.55	2,976.99	2,976.99	242.47	127.43		197.46	46.18	207.78	11.78				2,363.45
000000252 NOWEZKI, AMANDA	3,241.65	2,999.81	2,999.81	242.13	209.70		200.98	47.00	241.84					2,300.00
000000214 WESKE, SCOTT	4,906.25	4,599.97	4,599.97	781.01	287.88		303.81	71.05	300.21	6.07				3,156.22

**941 Deposit**

Federal Tax	\$2,705.83
Medicare	\$710.90
Social Security	\$2,439.70
Advanced EIC	None
<b>Total Deposit</b>	<b>\$5,856.43</b>

**Pay Summary**

Gross	24,802.09
Federal Gross	22,702.56
State Gross	22,702.56
FICA Gross	19,674.97

**Tax Summary**

Federal Tax	2,705.83	
State Tax	1,265.90	
Local Tax		
FICA Ded/Ben	1,219.85	1,219.85
Medicare Ded/Ben	355.45	355.45

**Others**

Retirement	1,810.80
Tax-Sheltered	288.73
Voluntary	
Tips	0.00
Reimbursement	0.00
<b>Net Pay (-tips)</b>	<b>17,155.53</b>



CITY OF  
**LONG LAKE**

## City Council Agenda Report

**City of Long Lake**  
450 Virginia Avenue, PO Box 606  
Long Lake, MN 55356

**MEETING DATE / March 7, 2024**

**SUBJECT:** Accept the Resignation of a Firefighter From the Long Lake Fire Department

**Prepared By:** Mike Heiland, Fire Chief / JM

**Report Date:** 2/26/2024

### Recommended City Council Action

Staff recommends the following:

Motion to accept the resignation of firefighter Justin Hinker from the Long Lake Fire Department.

### Overview / Background

Firefighter Justin Hinker has submitted a letter to Fire Chief Heiland informing him of his intent to resign from the Long Lake Fire Department, effective February 16, 2024. Mr. Hinker was conditionally appointed to the Department in November 2011. We appreciate his years of service to our community as a firefighter, and wish him the best in his future endeavors. His letter of resignation is attached for formal acceptance by the City Council.

### Supporting Information

- Resignation letter from Justin Hinker

Justin Hinker  
2 Shoreline Pl  
Spring Park, MN 55384

Dear Chief Heiland,

I am writing to formally resign from my position as a Long Lake Fire Fighter effective February 16<sup>th</sup>, 2024. Please consider this letter as my official notice of resignation.

I have enjoyed my time being a Long Lake Fire Fighter and am grateful for the opportunities and experiences I have gained during my tenure. However, with the recent social media postings by Figure out Fire and Kelly Grady along with comments by Long Lake city council members and Long Lake Fire Fighters I can no longer be part of the Long Lake Fire Department.

I would like to take this opportunity to thank the Long Lake Fire Department for the invaluable experience and professional growth that I have gained here. I wish the department continued success.

Respectfully,

*Justin L Hinker*

*Thank You!*



CITY OF  
**LONG LAKE**

## City Council Agenda Report

### **City of Long Lake**

450 Virginia Avenue, PO Box 606  
Long Lake, MN 55356

**MEETING DATE / March 7, 2024**

**SUBJECT:** Review and Consider Approval of the Construction Cooperative Agreement with Hennepin County for the County State Aid Highway (CSAH) 112 Project – Phase 3

**Prepared By:** Scott Weske, City Administrator / SD **Report Date:** 2/27/2024

### Recommended City Council Action

Staff recommends the following:

Motion to approve Construction Cooperative Agreement No. PW 55-08-23 with Hennepin County for the County State Aid Highway (CSAH) 112 Project – Phase 3 subject to minor revisions by the City Attorney, and authorizing the Mayor and City Administrator to execute the agreement.

### Overview / Background

The County State Aid Highway (CSAH) 112 Project – Phase 3 proposes to reconstruct Wayzata Boulevard (CR 112) from Willow Ave. west to just east of CSAH 6 in the cities of Long Lake and Orono. Improvements include: surface improvements to bring the corridor up to MnDOT state aid standards, pedestrian improvements, and improvements to utilities in the corridor including: City sanitary sewer, City watermain, storm sewers, walking trails and street lighting.

Staff, the City Attorney, and WSB have reviewed the draft cooperative agreement, Hennepin County has finalized the agreement and is requesting that the City of Long Lake enter into a cooperative agreement for the above referenced project. Details contained within in the attached construction cooperative agreement include: scope of City expenses with the County, anticipated funding, and ongoing City obligations following the completion of the project.

Staff recommends the City Council consider making a motion to approve entering into Construction Cooperative Agreement No. PW 55-08-23 with Hennepin County for the County State Aid Highway (CSAH) 112 Project – Phase 3.

### Supporting Information

- Construction Cooperative Agreement No. PW 55-08-23



**Agreement No. PW 55-08-23**  
**County Project No. 2091103**  
**County State Aid Highway 112**  
**City of Orono**  
**City of Long Lake**  
**County of Hennepin**

## **CONSTRUCTION COOPERATIVE AGREEMENT**

This Agreement is made between the **County of Hennepin**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the “County”, the **City of Orono**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as “Orono”, and the **City of Long Lake**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as “Long Lake”. Orono and Long Lake together are referred to as the “Cities”. The County and the Cities collectively are referred to as the “Parties.”

### **Recitals**

The following Recitals are incorporated into this Agreement.

1. The County, in coordination with the Cities, is leading a roadway reconstruction project along County State Aid Highway (CSAH) 112 (Wayzata Boulevard) from half mile east of CSAH 6 (6th Avenue) to Willow Drive, which improvements include pavement reconstruction, turn-lane improvements at key intersections, a multi-use trail construction along the north side of CSAH 112, pedestrian ramp upgrades to the current Americans with Disabilities Act (ADA) standards, traffic signal system and Accessible Pedestrian Signal (APS) upgrades at applicable intersections, streetlighting, curbs and gutters, drainage, storm water structures, and other related improvements within the corporate limits of the Cities as shown in County Project (CP) 2091103 and the attached Exhibit B (Project Plan Title Sheet), and which shall hereinafter be referred to as the “Project”.
2. The Parties have agreed to enter into this Agreement to memorialize the partnership and to outline each party’s ownership and financial responsibilities, maintenance responsibilities, and associated costs for the Project.
3. The County shall be the lead agency in Project designs, construction, and construction administration, and be responsible for acquiring all necessary right of way and/or other governmental agencies-required permits needed for the Project.
4. The County Engineer has prepared an Engineer’s Estimate of quantities and unit prices for the above described Project, and a copy of the Engineer’s Estimate and an estimated Division of Cost Summary, marked Exhibit A, is attached hereto.
5. The Project will be carried out by the Parties under the provisions of Minnesota Statutes, Section 162.17, Subdivision 1, and Section 471.59.

## Agreement

NOW, THEREFORE, the Parties agree as follows:

### 1. Term of Agreement, Survival of Terms, and Exhibits.

- 1.1. **Effective Date.** This Agreement is effective as of the date of the final signature.
- 1.2. **Expiration Date.** This Agreement will expire after the date in which all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: Maintenance Responsibilities, Records/Audits, Indemnification, Insurance, Worker Compensation Claims, Cancellation, Termination, and Minnesota Laws Govern.
- 1.4. **Exhibits.** All exhibits are attached and incorporated into this Agreement.
  - 1.4.1 **Exhibit A (Division of Cost Summary)**
  - 1.4.2 **Exhibit B (Project Plan Title Sheet)**
  - 1.4.3 **Exhibit C (Drainage Ownership and Maintenance Responsibilities)**
  - 1.4.4 **Exhibit D (Signal System Location)**

### 2. Project Construction.

- 2.1. **Contract Award and Administration.** The County or its agents shall prepare the necessary plans, specifications, and proposal; obtain approval of the plans and specifications from the Minnesota Department of Transportation (MnDOT) and the Cities; advertise for bids for the work and construction; receive and open bids pursuant to the advertisement; enter into a contract with the successful bidder at the unit prices specified in the bid of such bidder; administer the contract; and perform the required engineering and inspection; all in accordance with the plans and specifications set forth below.
- 2.2. **Plans and Specifications.**
  - 2.2.1 **Design Work.** All design work performed by the County and its agents that is to be incorporated into the bidding documents for the Project shall be prepared and certified by a Professional Engineer licensed in the State of Minnesota. All designs which affect County facilities shall conform to MnDOT Design Standards applicable to County State Aid Highways and to the requirements of the Americans with Disabilities Act (ADA) standards, and be approved by the County Engineer.

- 2.2.2 Plan Numbers (S.A.P.#/S.P.#).** The plans and specifications are referenced and identified as S.A.P. 027-712-003; S.A.P. 152-101-017 and shall be approved by MnDOT before Project construction.
- 2.2.3 Request for Copies of Plans.** At the request of the Cities, the County or its agents shall furnish the Cities with any working copies of any plans, designs or reports at any time during the Project design process.
- 2.3. Construction Supervision and Inspection.** The County or its agents will administer the construction contract, and perform all necessary engineering, inspection and testing of all the contract work. All work for the Project shall be completed in compliance with the MnDOT and Cities approved plans and specifications. The Cities Engineers or designated representatives shall have the right, as the work progresses, to enter upon the job site to make any inspections deemed necessary and shall cooperate with the County Engineer and staff at their request to the extent necessary, but will have no responsibility for the supervision of the work.
- 2.4. Plan Changes and Additional Construction.**
- 2.4.1 Plan Changes.** The Cities agree that the County may make changes in the plans or in the character of the contract construction that are reasonably necessary to cause the construction to be in all things performed and completed in a satisfactory manner. It is further agreed by the Cities that the County may enter into any change orders or supplemental agreements with the County's contractor for the performance of any additional construction or construction occasioned by any necessary, advantageous or desirable changes in the plans, within the original scope of the Project.
- 2.4.2 Review Proposed Changes.** The Cities shall have the right to review any proposed changes to the plans and specifications prior to the work being performed, except in emergencies, and in those instances where the proposed changes necessitate a re-engineering of the design and/or specifications, the County shall submit the re-engineered design and/or specifications to the Cities. The Cities Engineers or designated representatives shall respond to the County's request for approval to authorize the issuance of any negotiated change orders or supplemental agreements prepared by the County within a reasonable time frame.
- 2.5. Right of Way/Permit**
- 2.5.1 Right of Way Acquisition.** The County or its agents shall acquire all additional right of way, permits and/or easements required for the construction of the Project.
- 2.5.2 Access Rights and Permits.** The Cities shall cooperate with the conveyance of any access or other property rights over the Cities right of way/property that may be required by the County for the Project. The Parties understand that any

## CSAH No. 112; C.P. 2091103

such access rights shall be subject to the Cities council approval and will be granted at no cost to the County. Any and all permits required by the Cities for the Project shall be granted at no cost or expense to the County or its contractors. These permits include but are not limited to the following: obstruction permits, after hours work permits, and permits related to Cities water and sanitary infrastructure. The County shall also obtain, and comply with, any and all permits and approvals required from other governmental or regulatory agencies to accomplish the Project.

**2.5.3 Right of Way Cost.** There is no right of way cost due from the Cities for the Project.

**2.6. Traffic Signal.** The Project will revise two traffic signal systems on CSAH 112 at the intersections of Willow Drive (System ID# 8057855) and Old Crystal Bay Road (System ID# 8057850) collectively (the "Signal Systems") as further illustrated in the attached Exhibit D (Signal System Location). The Project will require two new signal cabinets equipped with controller, video detection equipment, and required accessories to be installed as a part of the Project ("County Supplied Equipment"). The County will furnish the County Supplied Equipment and necessary labors to install the equipment as part of the Project. The Parties understand and agree that there will be no reimbursement costs due from the Cities for the County Supplied Equipment as the County will be using State Turnback funds to pay for the County Supplied Equipment costs.

**2.6.1 Electrical Power.** Orono, at no cost to the County, shall: (1) install, cause the installation of, or perpetuate the existence of an adequate three wire, 120/240 volt, single phase, alternating current electrical power connection to the Signal Systems and integral streetlights included in the Project; and (2) shall provide the electrical power for the operation of the Signal Systems and temporary traffic control signal systems during Project construction and integral traffic signal pole mounted luminaires installed as a part of the Project.

**2.6.2 Emergency Vehicle Preemption (EVP).** The EVP Systems shall be managed and maintained by the County. The Cities shall report malfunctions of EVP systems to the County immediately after discovery of the malfunction.

**2.6.3 Accessible Pedestrian Signal (APS).** The County will install APS push buttons and associated components, and integrate the components to the existing traffic signal system at the intersections as described in the construction plans.

**2.7. Street Lighting.** The Project, at the request of Long Lake will install three streetlight poles within the corporate limits of Long Lake as provided in the construction plans. Long Lake, at no cost to the County, shall be responsible for paying for the electrical energy for the operation of the streetlights installed as part of the Project within its corporate limits. The Project will install 16 light poles in Orono as provided in the construction plans and Orono at no cost to the County, shall be responsible for paying for the electrical energy for the operation of the streetlights installed as part of the

## CSAH No. 112; C.P. 2091103

Project within its corporate limits.

- 2.8. Asbestos.** The Project may include the removal of asbestos containing electrical conduit. Only firms licensed to conduct asbestos abatement shall be used for the safe removal of asbestos containing electrical conduit with proper shipping manifest prepared and submitted to appropriate agency. The lead agency in the Project construction shall be responsible for the oversight of the removal of asbestos containing electrical conduit and compliance with the abovementioned specifications.
- 2.9. Infiltration Basin, Pond, and Ditch.** The Project will construct an infiltration basin adjacent to CSAH 112 approximately 140 feet west of Old Crystal Bay Road, west of Orono Public School, as provided in the construction plans within the corporate limits of Orono (the "Filtration Basin"). There exists a stormwater collection pond along, adjacent to, and on the northside CSAH 112 between Old Crystal Bay Road and Willow Drive within Orono corporate limits (the "Kelley Pond"). The County will reconstruct a ditch approximately 1430 feet east of Old Crystal Bay Road, going under CSAH 112 connecting the Kelley Pond to another pond locating approximately 840 feet south of CSAH 112 along the northside of Long Lake corporate limits as provided in the construction plans (the "Ditch").
- 2.10. Detours.** The Project may require limited detouring of traffic onto the Cities' streets. The Parties agree that there will be no compensation to the Cities for detours onto their streets required to construct the Project.
- 3. Cost Participation.** The Cities shall participate in the Project contract construction costs ("Contract Construction Costs"), associated design engineering fees ("Design Engineering Costs"), and Project construction administration fees ("Construction Engineering Costs"), collectively ("Cities' Cost Participation"), individually ("Orono's Cost Participation", and "Long Lake's Cost Participation") as provided herein.
- 3.1. Orono's Contract Construction Costs and Exhibit A Unit Prices.** Orono's Cost Participation shall include the Contract Construction Costs for the Project as set forth in the estimated Division of Cost Summary shown in Exhibit A. For informational purposes only, Orono's share in Contract Construction Costs is currently estimated to be \$327,293. The respective proportionate shares of the pro-rata pay items included in Exhibit A shall remain unchanged throughout the life of this Agreement. The Parties each understand and agree that the amount as shown in Exhibit A is an estimate of Orono's Contract Construction Costs on the Project and the unit prices set forth in the contract with the successful bidder and the final quantities as measured by the County Engineer's designated representatives shall govern in computing and apportioning the Parties' total final Contract Construction Costs for the Project. The final quantities as measured by the County Engineer's designated representatives for contract pay items in which Orono is participating shall be subject to the review and approval by the Orono's City Engineer.
- 3.2. Long Lake's Contract Construction Costs and Exhibit A Unit Prices.** Long Lake's Cost Participation shall include the Contract Construction Costs for the Project as set forth in the estimated Division of Cost Summary shown in Exhibit A. For

CSAH No. 112; C.P. 2091103

informational purposes only, Long Lake's share in Contract Construction Costs is currently estimated to be \$30,800. The respective proportionate shares of the pro-rata pay items included in Exhibit A shall remain unchanged throughout the life of this Agreement. The Parties each understand and agree that the amount as shown in Exhibit A is an estimate of Long Lake's Contract Construction Costs on the Project and the unit prices set forth in the contract with the successful bidder and the final quantities as measured by the County Engineer's designated representatives shall govern in computing and apportioning the Parties' total final Contract Construction Costs for the Project. The final quantities as measured by the County Engineer's designated representatives for contract pay items in which Long Lake is participating shall be subject to the review and approval by the Long Lake's City Engineer.

**3.3. Orono's Design Engineering and Construction Engineering Costs.** Orono's Cost Participation shall also include reimbursement to the County for Orono's proportionate share of the Design Engineering Costs and the Construction Engineering Costs for the Project. Orono's share of the Design Engineering Costs shall be equal to twelve percent (12%) of the total final amount of Orono's share of the Contract Construction Costs for the Project. For informational purposes only, Orono's share in Design Engineering Costs is currently estimated to be \$35,705. Orono's share of the Construction Engineering Costs shall be equal to ten percent (10%) of the total final amount of Orono's share of the Contract Construction Costs for the Project as specified in Subsection 3.1 above. For informational purposes only, Orono's share in Construction Engineering Costs is currently estimated to be \$29,754. The Parties understand and agree that Orono's proportionate shares of the Design Engineering and Construction Engineering Costs as listed in Exhibit A are estimated, and Orono's actual proportionate shares will be computed using the total final amount of Orono's share of the Contract Construction Costs for the Project.

**3.4. Long Lake's Design Engineering and Construction Engineering Costs.** Long Lake's Cost Participation shall also include reimbursement to the County for Long Lake's proportionate share of the Design Engineering Costs and the Construction Engineering Costs for the Project. Long Lake's share of the Design Engineering Costs shall be equal to twelve percent (12%) of the total final amount of Long Lake's share of the Contract Construction Costs for the Project. For informational purposes only, Long Lake's share in Design Engineering Costs is currently estimated to be \$3,360. Long Lake's share of the Construction Engineering Costs shall be equal to ten percent (10%) of the total final amount of Long Lake's share of the Contract Construction Costs for the Project as specified in Subsection 3.1 above. For informational purposes only, Long Lake's share in Construction Engineering Costs is currently estimated to be \$2,800. The Parties understand and agree that Long Lake's proportionate shares of the Design Engineering and Construction Engineering Costs as listed in Exhibit A are estimated, and Long Lake's actual proportionate shares will be computed using the total final amount of Long Lake's share of the Contract Construction Costs for the Project.

#### 4. Payment.

**4.1. Amount Due.** The Cities agree to pay the Cities' Cost Participation amount as

described herein.

- 4.2. When to Invoice.** After an award by the County to the successful bidder on the Project, the County shall invoice Orono and Long Lake separately for one hundred percent (100%) of Orono's Cost Participation and for one hundred percent (100%) of Long Lake's Cost Participation for the Project. The Cities' Cost Participation shall be based on actual contract unit prices applied to the estimated quantities shown in the plans.
- 4.3. Pay to the Order of.** Payments shall be made to the County, in the name of the Hennepin County Treasurer, by the City for the full amount due stated on the invoices within forty five (45) days of the invoice date.
- 4.4. Where to Send Payment.** The payment should include the date, the name of the County's project manager (Mr. Jay Hill, P.E.), project name and county project number (C.P. 2091103). Payment and supporting documentation should be mailed to the following address:

Hennepin County Accounts Receivable  
Mail Code 131  
300 South 6th St  
Minneapolis, MN 55487

**5. No Parking.**

- 5.1. No Parking and Its Enforcement.** As part of the Project, "No-Parking" signs shall be installed as represented in the plans. The Cities, at their expense and according to their practices, shall provide the enforcement for the prohibition of on-street parking on those portions of County road constructed under this Project recognizing the concurrent jurisdiction of the Sheriff of Hennepin County.
- 5.2. Parking Restriction Modification.** No modification of the above parking restrictions shall be made without first obtaining an approval from the County Highway Engineer permitting the modification and in accordance with the funding requirements of the Project. The Cities shall, at their own expense, temporarily remove and replace Cities-owned signs that are within the construction limits of the Project if requested by the County's Project Engineer.
- 6. Orono's Maintenance Responsibilities.** Upon completion of the Project, Orono shall provide year-round maintenance of the improvements within its corporate limits at its sole cost as outlined below.
- 6.1. Roadways.** Orono shall own and maintain segments of Orono city streets intersecting CSAH 112 that are constructed and/or revised under the Project within its city limits. Maintenance includes, but is not limited to sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted Orono maintenance practices.

## 6.2. Traffic Signals and Components.

- 6.2.1 Electrical Service Costs.** Orono, at its sole costs and expenses, shall provide electrical energy for the operation of the Signal Systems and shall maintain fuses and wires to the load side of the meter socket of the traffic Signal Systems and integral street lights/luminaires.
- 6.2.2 Traffic Signal System Adjustment.** Orono shall not revise by addition or deletion, nor alter or adjust any component, part, sequence, or timing of the Signal Systems, however, nothing herein shall prohibit prompt, prudent action by properly constituted authorities in situations where a part of such Signal Systems may be directly involved in an emergency.
- 6.2.3 Signal Luminaires.** Orono shall provide all required maintenance for the lamps on the luminaire extensions above the signals. Maintenance includes but is not limited to replacing burned out luminaire lamps, replacing fixtures, replacing other lighting components, and replacing fuse and wire from luminaire lamp to load side of meter socket of the Signal Systems.
- 6.2.4 Signal Painting.** Orono shall be responsible for painting of the Signal Systems at a frequency sufficient to keep the components in good appearance and proper function. The components include but are not limited to bases, poles, bracketing and mast arms. Regular upkeep of painted surfaces helps improve visual appearance but is also required to prolong the useful life of the equipment. Time span between repainting should be no longer than once every ten (10) years.
- 6.2.5 Signal Cleaning.** Orono shall be responsible for general cleaning and graffiti removal from the Signal System equipment and components.
- 6.2.6 Blocking County Roadways.** When performing the Signal System maintenance work under this Agreement, Orono may partially block affected County roadways within its corporate limits if needed. In cases of emergency, such County roadways may be wholly blocked and the passage of traffic thereon prevented by Orono. At no time, however, shall Orono continue to obstruct the free passage of traffic on the County roadways for a longer period of time than is reasonably required for making the necessary traffic signal repairs. Orono shall not cause any portions of the County roadways on which traffic control signals are to be maintained to be closed to traffic for any reason other than those above without receiving prior written approval from Hennepin County and in no event for a time longer than shall be necessary. In the event of the total blocking or closing of any such County roadways, Orono shall provide a suitable detour during such time.
- 6.2.7 Materials.** When performing the Signal System maintenance work under this Agreement, Orono shall be responsible for proper signing, marking, barricading and such other warning devices as may be required to adequately protect the pedestrian and vehicular traffic. All materials used by Orono in the



## CSAH No. 112; C.P. 2091103

performance of the maintenance work shall conform to the requirements of the current Edition of the MnDOT "Standard Specifications for Highway Construction" and all amendments and supplements thereto. All traffic signs, pavement markings and warning devices shall comply with the current Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).

- 6.3. Street Lighting.** Orono shall own and maintain the streetlights including the light poles installed as part of the Project according to Orono practices at no cost to the County.
  - 6.4. Sidewalks, Pedestrian Refuges and Ramps, and Off-street Shared-use Paths/Trails.** Orono shall own and maintain sidewalks, pedestrian refuges and ramps, off-street shared-use paths/trails constructed as part of the Project according to Orono practices at no cost to the County. Maintenance includes but is not limited to repairing faulted or broken panels or surfaces, vegetation control, and snow and ice removal.
  - 6.5. City Road Pavement Striping and Crosswalk Markings.** Orono shall maintain all pavement striping on Orono city streets constructed or revised under the Project and maintain crosswalk markings for roadway users installed as a part of the Project.
  - 6.6. Pond.** Orono will continue to own and maintain the Kelley Pond revised as a part of the Project to accommodate the Ditch reconstruction according to Orono maintenance practices at its own costs and expenses. Maintenance includes but is not limited to removal of sediments from inlets, outlets, and overflow structures. Despite the foregoing, in the event that the Kelley Pond needs to be dredged or reconstructed to remove excessive sediments, the County will participate at fifteen percent (15%) of the total cost of the dredging or reconstruction project based on the County percentage of stormwater entering the Kelley Pond from County facilities. The Kelley Pond ownership, maintenance responsibilities and drainage areas are further illustrated in the attached Exhibit C.
  - 6.7. Storm Sewers.** Orono shall own and maintain catch basins, manholes, the Ditch, and trunk lines serving areas beyond the County right of way constructed or reconstructed under the Project at no cost to the County. Maintenance includes but is not limited to repairs to structures, casting, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewers ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.
  - 6.8. Landscaping.** Orono shall own and maintain landscape/streetscape features (including those added to pedestrian bumpouts/curb extensions and medians) installed as part of the Project according to Orono practices at no cost to the County. Examples include trash removal, trimming, mowing, watering, irrigation maintenance and replanting/replacing.
- 7. Long Lake's Maintenance Responsibilities.** Upon completion of the Project, Long Lake shall provide year-round maintenance of the improvements within its corporate limits at its sole cost as outlined below.

## CSAH No. 112; C.P. 2091103

- 7.1. Roadways.** Long Lake shall own and maintain segments of Long Lake city streets intersecting CSAH 112 that are constructed and/or revised under the Project within its city limits. Maintenance includes, but is not limited to sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted Long Lake maintenance practices.
- 7.2. Street Lighting.** Long Lake shall own and maintain the streetlights including the light poles installed as part of the Project according to Long Lake practices at no cost to the County.
- 7.3. Sidewalks, Pedestrian Refuges and Ramps, and Off-street Shared-use Paths/Trails.** Long Lake shall own and maintain sidewalks, pedestrian refuges and ramps, off-street shared-use paths/trails constructed as part of the Project according to Long Lake practices at no cost to the County. Maintenance includes but is not limited to repairing faulted or broken panels or surfaces, vegetation control, and snow and ice removal.
- 7.4. City Road Pavement Striping and Crosswalk Markings.** Long Lake shall maintain all pavement striping on Long Lake city streets constructed or revised under the Project and maintain crosswalk markings for roadway users installed as a part of the Project.
- 7.5. Storm Sewers.** Long Lake shall own and maintain catch basins, manholes, and trunk lines serving areas beyond the County right of way constructed or reconstructed under the Project at no cost to the County. Maintenance includes but is not limited to repairs to structures, casting, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewers ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.
- 7.6. Landscaping.** Long Lake shall own and maintain landscape/streetscape features (including those added to pedestrian bumpouts/curb extensions and medians) installed as part of the Project according to Long Lake practices at no cost to the County. Examples include trash removal, trimming, mowing, watering, irrigation maintenance and replanting/replacing.
- 8. The County's Maintenance Responsibilities.** Upon completion of the Project, the County shall provide year-round maintenance at its sole cost as outlined below.
- 8.1. Roadways.** Maintenance of CSAH 112 reconstructed under the Project. Maintenance includes, but is not limited to, sweeping, debris removal, resurfacing and seal coating, and any other maintenance activities according to accepted County maintenance practices.
- 8.2. Traffic Signals and Components.**
- 8.2.1 Locating Traffic Signal Electrical Power Service Drop Lines.** The County will be responsible for performing all underground location of electrical service drop from source of power (wood pole or other transformer location) to

## CSAH No. 112; C.P. 2091103

service cabinet of the Signal System for the purpose of various design and construction projects or other projects which may be required through the Gopher State One Call system, and furnishing all labor, materials, supplies, tools and other necessary items.

- 8.2.2 Locating Traffic Signal Cable.** The County will be responsible for performing all underground location of signal equipment, conduit, wiring and related equipment for the purpose of various design and construction projects or other projects which may be required through the Gopher State One Call system, and furnishing all labor, materials, supplies, tools and other necessary items without cost to Orono.
- 8.2.3 Locating Traffic Signal Fiber Optic Lines.** The County will be responsible for performing all underground location of fiber optic lines and related equipment for the purpose of various design and construction projects or other projects which may be required through the Gopher State One Call system, and furnishing all labor, materials, supplies, tools and other necessary items without cost to Orono.
- 8.2.4 Traffic Signal Components.** The County shall be responsible for maintenance and repair of all traffic signal system components, including cabinets, controller, control equipment, conduit system and interconnect cable, signal poles, mast arms, pushbutton posts, wiring, detection, EVP, signal heads, pedestrian pushbuttons, Pan Tilt and Zoom (PTZ) cameras, and mast-arm mounted street signs.
- 8.2.5 Signal Head Indications.** The County shall provide all required maintenance for the signal head indications. Maintenance includes but is not limited to replacement of signal indications for vehicular and pedestrian signal indications.
- 8.2.6 Traffic Signal Interconnect.** The County shall be responsible for maintenance and repair of all communication lines (primarily fiber optic lines) between the Signal System, other infrastructure, and County's traffic management center.
- 8.2.7 Signal Timing and Coordination.** The County shall be responsible for signal timing and coordination. Timing and coordination include but are not limited to front page timing, coordination timing, EVP timing, pedestrian timing, and preemption timing.
- 8.2.8 Traffic Signal Component Knockdowns.** The County shall be responsible for responding to signal and its component knockdown calls and repairing or replacing associated components damaged as a result of minor or major knockdowns to ensure proper functioning of traffic signals.
- 8.3. County Road Pavement Striping.** The County shall thereafter maintain and repair all pavement striping for CSAH 112 installed as a part of the Project at the expense of

the County.

**8.4. Infiltration Basin.** The County will own the Infiltration Basin constructed as a part of the Project and will maintain the Infiltration Basin according to County maintenance practices without any cost or expense to the Cities. Infiltration Basin ownership and maintenance responsibilities is further illustrated in the attached Exhibit C.

**8.5. Storm Sewers.** The County shall own and maintain culverts, catch basins and leads, manholes, trunk lines and all other components that serve only County right of way constructed or reconstructed under the Project at no cost to the Cities. Maintenance includes repairs to structures, casting, and adjacent curb section repairs along with removal of sediments, vegetation, and ice. Storm sewers ownership and maintenance responsibilities are further illustrated in the attached Exhibit C.

**9. Authorized Representatives.** In order to coordinate the services of the County with the activities of the Cities and vice versa so as to accomplish the purposes of this Agreement, the Hennepin County Highway Engineer or designated representative and the Cities Engineers or designated representatives shall manage this Agreement on behalf of the County and the Cities.

**County of Hennepin:**

Carla Stueve  
 County Highway Engineer  
 Hennepin County Public Works  
 1600 Prairie Drive, Medina, MN 55340  
 Office: 612-596-0356  
[Carla.Stueve@hennepin.us](mailto:Carla.Stueve@hennepin.us)

**City of Orono:**

Name:  
 Title:  
 Address:  
 Office:  
 Email:

**City of Long Lake:**

Name:  
 Title:  
 Address:  
 Office:  
 Email:

**10. Assignment, Amendments, Default, Waiver, Agreement Complete, Cancellation or Termination.**

**10.1. Assignment.** The Parties shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part,

without the prior written consent of the County.

- 10.2. Amendments.** Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.
- 10.3. Default.** If a party hereto fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the default is excused by the non-defaulting party, the Parties may upon written notice immediately cancel this Agreement in its entirety.
- 10.4. Waiver.** Any party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- 10.5. Agreement Complete.** The entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- 10.6. Cancellation or Termination.** This Agreement may be terminated or cancelled by each party by mutual agreement with or without cause by either party upon thirty (30) day written notice. This Agreement may be terminated or cancelled by either party upon a material breach by the other party. In the event of a termination or cancellation, the Parties will remain responsible for cost participation as provided in this Agreement for obligations incurred up through the effective date of the termination or cancellation, subject to any equitable adjustment that may be required to account for the effects of a breach.

## 11. Indemnification.

- 11.1. Orono Indemnifies the County and Long Lake.** Orono agrees to defend, indemnify and hold harmless the County and Long Lake, their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of Orono or Orono's consultant or subconsultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of Orono to perform fully, in any respect, all obligations under this Agreement. Orono's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.
- 11.2. Long Lake Indemnifies the County and Orono.** Long Lake agrees to defend, indemnify and hold harmless the County and Orono, their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting

directly or indirectly from any act or omission of Long Lake or Long Lake’s consultant or subconsultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of Long Lake to perform fully, in any respect, all obligations under this Agreement. Long Lake’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

**11.3. The County Indemnifies the Cities.** The County agrees to defend, indemnify and hold harmless the Cities, their officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys’ fees, resulting directly or indirectly from any act or omission of the County or the County’s consultant or sub consultant, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the County to perform fully, in any respect, all obligations under this Agreement. The County’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 or other applicable law.

**12. Insurance.** The Parties agree that any future contract let by the Parties for the performance of any of the work included hereunder shall include clauses that will: 1) Require the contractor to indemnify and hold the County and the Cities, their commissioners, officers, agents and employees harmless from any liability, claim, demand, judgments, expenses, action or cause of action of any kind or character arising out of any act or omission of the contractor, their officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain enough insurance so as to assure the performance of its indemnification and hold harmless obligation:

	<u>Limits</u>
(1) Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000

**Hennepin County and the Cities shall be named as an additional insured for the Commercial General Liability coverage with respect to operations covered under this Agreement.**

(2) Automobile Liability:  
 Combined Single limit each occurrence coverage or the

CSAH No. 112; C.P. 2091103

equivalent covering owned, non-owned, and hired automobiles: \$1,500,000

(3) Workers' Compensation and employer's Liability:

Workers' Compensation: Statutory  
 If the contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

Employer's Liability. Bodily injury by:  
 Accident – Each Accident \$500,000  
 Disease – Policy Limit \$500,000  
 Disease - Each Employee \$500,000

(4) Professional Liability – Per Claim and Aggregate: \$2,000,000

The above listed Professional Liability insurance will not be required in any construction contract let by the Cities if the Cities' contractors are not required to perform design engineering as part of the construction contract.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of the Cities' contractors to determine the need for and to procure additional insurance which may be needed in connection with the Project.

All insurance policies shall be open to inspection by the County and copies of policies shall be submitted to the County upon written request.

**13. Worker Compensation Claims.**

**13.1. Orono's Employees.** Any and all employees of Orono and all other persons engaged by Orono in the performance of any work or services required or provided for herein to be performed by Orono shall not be considered employees of the County and/or Long Lake, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County and/or Long Lake.

**13.2. Long Lake's Employees.** Any and all employees of Long Lake and all other persons engaged by Long Lake in the performance of any work or services required or provided for herein to be performed by Long Lake shall not be considered employees of the County and/or Orono, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of

## CSAH No. 112; C.P. 2091103

Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County and/or Orono.

- 13.3. County's Employees.** Any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the Cities, and any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of the employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the Cities.
- 14. Records/Audits.** The Cities agree that the County, the State Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the Project and the accounting practices and procedures of the Cities which involve transactions relating to this Agreement.
- 15. Nondiscrimination.** The provisions of Minnesota Statute Section 181.59 and of any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.
- 16. Counterparts/Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.
- 17. Minnesota Laws Govern.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

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**IN TESTIMONY WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers and agree to be bound by the provisions herein set forth.

**CITY OF ORONO**

**(Seal)**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

And: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

**CITY OF LONG LAKE**

**(Seal)**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

And: \_\_\_\_\_  
City Administrator

Date: \_\_\_\_\_

**COUNTY OF HENNEPIN**

**ATTEST:**

By: \_\_\_\_\_  
Deputy/Clerk of the County Board

By: \_\_\_\_\_  
Chair of its County Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

And: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_

**REVIEWED BY  
THE COUNTY ATTORNEY'S OFFICE:**

And: \_\_\_\_\_  
Assistant County Administrator, Public Works

By: \_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL**

**REVIEWED:**

By: \_\_\_\_\_  
County Highway Engineer

By: \_\_\_\_\_  
Sheri Selton

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL**

By: \_\_\_\_\_  
Department Director, Transportation  
Operations

Date: \_\_\_\_\_

## EXHIBIT A Engineer's Estimate and Division of Cost Summary

90% ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST  
CSAH 112: HENNEPIN COUNTY PROJ. NO. 2091103  
S.A.P. 027-712-003, 152-101-017  
EXHIBIT "A" SUMMARY

	TOTAL	Turnback Funds (3)	Hennepin County	City of Orono	City of Long Lake
<b>CONTRACT CONSTRUCTION (1)</b>					
Roadway & Signals	\$ 7,436,002.05	\$ 7,198,113.05	\$ 12,350.00	\$ 225,539.00	\$ -
Storm Sewer	\$ 1,849,656.50	\$ 1,849,656.50	\$ -	\$ -	\$ -
Lighting	\$ 400,000.00	\$ 200,000.00	\$ 100,000.00	\$ 72,000.00	\$ 28,000.00
<b>SUBTOTAL</b>	<b>\$ 9,685,658.55</b>	<b>\$ 9,247,769.55</b>	<b>\$ 112,350.00</b>	<b>\$ 297,539.00</b>	<b>\$ 28,000.00</b>
<b>RIGHT OF WAY (2)</b>	<b>\$ 500,000.00</b>	<b>\$ 500,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>CONSULTANT SERVICES</b>	<b>\$ 490,464.01</b>	<b>\$ 490,464.01</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>DESIGN ENGINEERING (12%)</b>	<b>\$ 39,064.68</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,704.68</b>	<b>\$ 3,360.00</b>
<b>CONSTRUCTION ENGINEERING (10%)</b>	<b>\$ 32,553.90</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 29,753.90</b>	<b>\$ 2,800.00</b>
<b>COUNTY SUPPLIED ITEMS (5)</b>	<b>\$ 100,000.00</b>	<b>\$ 100,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>CONSTRUCTION CONTINGENCY (4)</b>	<b>\$ 968,565.86</b>	<b>\$ 924,776.96</b>	<b>\$ 11,235.00</b>	<b>\$ 29,753.90</b>	<b>\$ 2,800.00</b>
<b>PROJECT TOTAL</b>	<b>\$ 11,816,307.00</b>	<b>\$ 11,263,010.52</b>	<b>\$ 123,585.00</b>	<b>\$ 392,751.48</b>	<b>\$ 36,960.00</b>

**NOTES:**

- (1) Tree clearing and signal steel to be separate construction contracts
- (2) Acquisitions for temporary and permanent easements (CIP estimate)
- (3) Includes Metro Turnback and State Aid Excess Sum funds
- (4) Contingency set at 10% of estimated construction cost
- (5) Signal controller & cabinets x 2

DRAFT

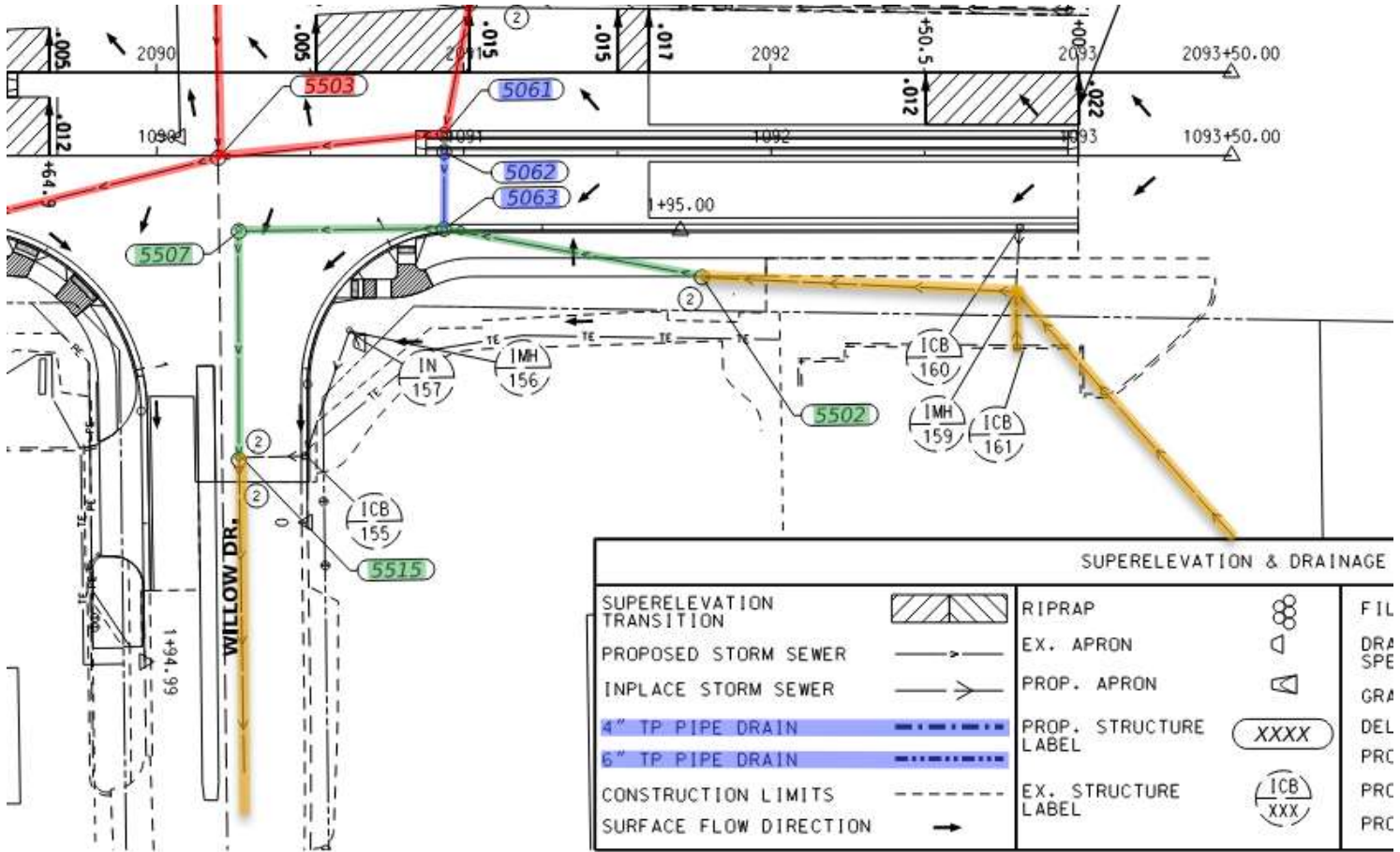


**EXHIBIT C**  
**Drainage Ownership and Maintenance Responsibilities**

*(see attachment)*

DRAFT-DO NOT SIGN

# EXHIBIT C

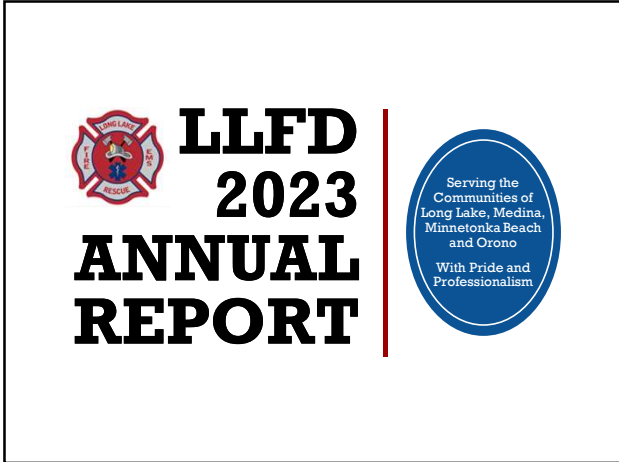


DESIGN BY: J. LABAT  
 SUPERELEVATION

### EXHIBIT D Signal System Location



DRAFT



**LLFD  
2023  
ANNUAL  
REPORT**

Serving the  
Communities of  
Long Lake, Medina,  
Minnetonka Beach  
and Orono  
With Pride and  
Professionalism

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**MISSION  
STATEMENT**

Our mission is to enhance the quality of life and unique character of our protection area by providing excellent community risk reduction, fire and rescue services through prevention, education, preparedness and response.




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**VALUE  
STATEMENT**

Our accomplishments are based on our commitment to protect the lives and property of all persons within our community, and to convey this commitment in a professional manner. We support education, training and skill development and intend to use these opportunities to further enhance the quality of life of our citizens and visitors.




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**VALUE STATEMENT**

We embrace our fire service responsibilities to our community through R.I.T.E Values - Respect, Integrity, Teamwork and Excellence.




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**R.I.T.E. values**

Respect  
Integrity  
Teamwork  
Excellence




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**LEADERSHIP**

**CURRENT OFFICERS for 2024**

Chief 1 - Mike Helland

Assistant Chief - Cody Farley

Battalion Chief - John Paszkiewicz

Chief of Admin. - Ryan Gonsior

Chief of Training - Scott Spinks

Fire Captains - Ted Woychick, Ryan Hoster

Fire Lieutenants - Jeff Krahl, Matt Smiley, Ben Veach

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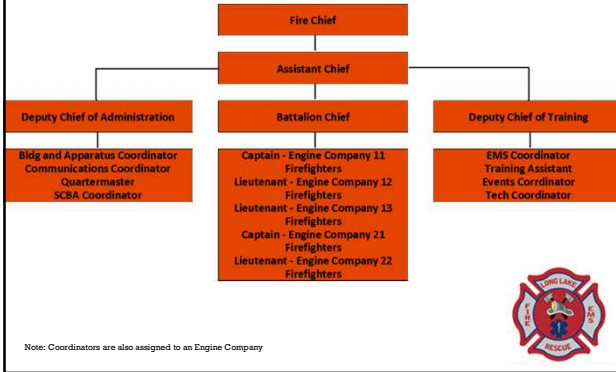
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# ORGANIZATION CHART




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# CURRENT MEMBERSHIP

- **40 active members**

*All members are currently or will be:*

- **Firefighter I or II State Certified**
- **First Responder or EMT Certified**
- **HazMat Operations Certified**




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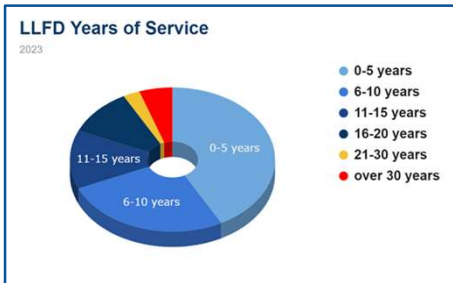
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# YEARS OF SERVICE




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## STATION 1

FACILITIES  
& EQUIPMENT

- Station 1 – 340 Willow Drive N
- E11 – 2004 Kenworth/Pierce Engine
- E21 – 2003 International/Pierce Engine
- R12 – 2003 Sterling Heavy Rescue
- T11 – 2009 Freightliner Fire Tanker
- U11 – 1998 Ford F350 Grass Rig/Utility
- U14 – 2013 Polaris ATV
- CMD 1 - 2023 Chevrolet Tahoe Chief Vehicle
- CMD2 – 2022 Chevrolet Tahoe Duty Vehicle
- CMD3 – 2013 Chevrolet Tahoe Duty Vehicle
- B11 – 2004 26' Lake Assault Boat
- B12 – 2022 1' Zodiac Pro 550 Boat



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## STATION 2

FACILITIES  
& EQUIPMENT

- Station 2 – 3770 Shoreline Drive Built in 2004
- E22 – 2018 Toyne Engine
- R21 – 2003 Ford F550 Rescue/Mini Pumper
- U21 – 2000 Ford F250 Grass Rig/Utility
- T12 – 2001 Sterling/Midwest Fire Tanker



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### 2023 EMERGENCY CALL ACTIVITY

Incident Type	Long Lake	Medina	Orono	Minnetonka Beach	Mutual Aid	Total
1. Fire	7	1	6	1	5	20
2. Overpressure Rupture, Explosion, Overheat (No Fire)	1	1	0	0	0	2
3. Rescue & Emergency Medical Service Incident	39	17	127	3	0	186
4. Hazardous Condition (No Fire)	6	3	51	5	1	66
5. Service Call	3	2	5	0	1	11
6. Good Intent Call	5	8	87	6	2	108
7. False Alarm & False Call	11	6	87	7	1	112
8. Severe Weather and Natural Disaster	0	0	0	0	0	0
9. Special Incident Type	0	0	2	0	0	2
<b>Total Incident Count</b>	<b>72</b>	<b>38</b>	<b>365</b>	<b>22</b>	<b>10</b>	<b>507</b>
<b>Percent of Total</b>	<b>14.2%</b>	<b>7.5%</b>	<b>71.9%</b>	<b>4.3%</b>	<b>1.9%</b>	<b>100.00%</b>




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## 2023 EMERGENCY CALL BREAKDOWN

Incident Type	2023	2022	2021	2020	2019	2018	2017
1. Fire	23	29	28	30	24	31	23
2. Overpressure Rupture, Explosion, Overheat (No Fire)	2	2	0	1	0	0	0
3. Rescue & Emergency Medical Service Incident	181	136	120	93	123	120	88
4. Hazardous Condition (No Fire)	67	62	57	41	65	72	72
5. Service Call	13	11	22	21	19	18	28
6. Good Intent Call	111	103	85	88	100	99	100
7. False Alarm & False Call	108	88	86	88	83	74	71
8. Severe Weather and Natural Disaster	0	0	2	2	0	0	0
9. Special Incident Type	2	0	0	0	0	0	0
<b>Total Incident Count:</b>	<b>507</b>	<b>431</b>	<b>400</b>	<b>364</b>	<b>415</b>	<b>414</b>	<b>383</b>




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**1 Auto-Aid delivered**

**5 Auto-Aid received**

**13 Mutual Aid delivered**

**2 Mutual Aid received**

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## 2023 FIRST UNIT AVERAGE ON-SCENE TIME

District	Average First Unit On Scene Time
Long Lake	0:07:11
Orono	0:08:28
Medina	0:08:10
Minnetonka Beach	0:08:11
Mutual Aid	0:10:04
<b>ALL</b>	<b>0:08:25</b>




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### 2023 RESPONDERS PER INCIDENT



- We had on average 13.5 members respond per call.
- We had on average 13.54 members respond to calls that happened weekdays from 06:00 to 18:00 hours.
- 44.3% of our calls happen weekdays between the hours of 0600 to 1800 hours.




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### CALL HOURS PER CITY IN 2023

District	Hours	% of Total
Long Lake	1116	14.5%
Medina	614	8.1%
Minnetonka Beach	299	3.9%
Orono	5019	65.4%
Mutual Aid	623	8.1%
Total	7673	100.00%




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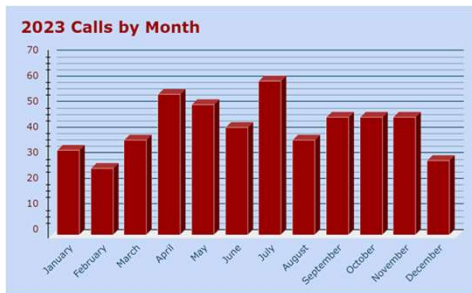
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### 2023 TOTAL CALLS PER MONTH




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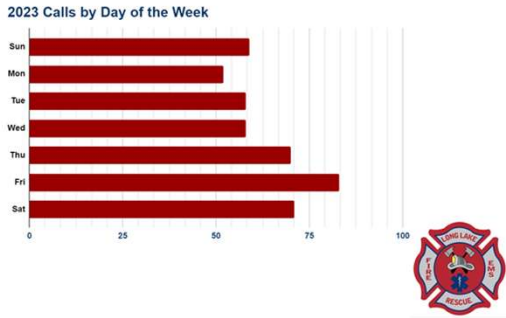
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### 2023 CALLS BY DAY OF THE WEEK




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### MEMBERS WHO RETIRED IN 2023

- Firefighter Paul Kubista
- Chief Shane Gardner




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- No new members joined LLFD in 2023.

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### MEMBERS WHO CAME OFF PROBATIONARY STATUS IN 2023

Ben Carlson

Amanda Straka

Paul Morse

AJ Rewerts

Veronica Vasina



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### LLFD Duty Crew Shifts



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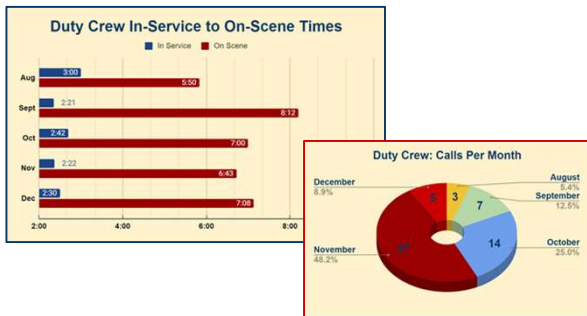
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### LLFD Duty Crew Response



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-  Backseat Crew Training
-  Conduct Training at Station 2 at least 1x/month
-  Pumps and Driving Standards Review
-  Front Right Seat Roles and Responsibilities
-  Produce In-House Training Videos

**LLFD TRAINING GOALS FOR 2023**

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-  Situational Readiness/Response
-  Career Development Roadmap
-  Transition Plan/Continuity
-  Duty Officer Program
-  Duty Crew Program Outline

**LLFD GOALS FOR 2023**

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**TOP RESPONDERS STATION 1 IN 2022**

- Mike Johnsrud 92%**
- Tom Aldrich 87%**
- Paul Morse 61%**
- Zach Berbig 57%**
- Cody Farley 54%**

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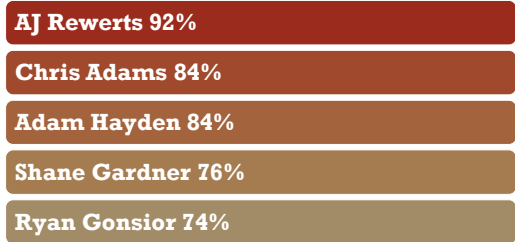
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### TOP RESPONDERS STATION 2 IN 2022



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### TOP TRAINING ATTENDANCE FOR STATION 1 IN 2022



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### TOP TRAINING ATTENDANCE FOR STATION 2 IN 2022



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Tom Aldrich  
34 Years

DJ Goman  
22 Years


Scott Spinks  
10 years

JB Seals  
5 Years

Mike Heiland  
32 Years

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**FIREFIGHTER  
MILESTONES FOR 2023**




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Pancake Breakfast

Fire Prevention Open House

29 July

2 December


14 April

7 October

LLFD Memorial 5K

SBB Toy and Food Drive December

**2024  
SAVE THE  
DATES**




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Thank you for all your support!

Questions?




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CITY OF  
**LONG LAKE**

## City Council Agenda Report

### **City of Long Lake**

450 Virginia Avenue, PO Box 606  
Long Lake, MN 55356

**MEETING DATE / March 7, 2024**

**SUBJECT:** Discuss and Consider Adoption of a Resolution Memorializing that Long Lake Has Not and Does Not Agree With or Consent to Orono’s Proposed Construction of an Orono Fire Structure Adjacent to Fire Station 2 Located at 3770 Shoreline Drive

**Prepared By:** Scott Weske, City Administrator

**Report Date:** 3/07/2024

### Recommended City Council Action

Staff recommends the following:

Motion to adopt Resolution No. 2024-12 expressing the City of Long Lake’s position that it does not agree or consent to the proposed construction of a Orono Fire Structure at station 2 located at 3770 Shoreline Drive, and direct the City Administrator or his designee to email a signed copy of said Resolution to Orono’s City Administrator and City Attorney with a request that it be provided to all Orono City Council members prior to their March 11 meeting.

### Overview / Background

On June 12, 2023, the Orono City Council passed a Resolution stating Orono will resume responsibility for the operation and maintenance of the Navarre Fire Station no later than July 1, 2024 and notified the City of Long Lake and the City of Medina that it was reducing its Fire Service Area beginning on July 1, 2024.

On June 23, 2023, the City of Long Lake (“the City”), through legal counsel, filed a Notice of Motion and Motion for Preliminary Injunction related to Orono’s resolution and other breaches and planned breaches of the contracts and addendums between the two cities and the Medina related to fire service and fire facilities.

On July 14, 2023, Hennepin County District Court Judge Laurie Miller issued a Motion for Temporary Injunctive Relief in the case City of Long Lake vs. City of Orono. Item 4 of the Order stated, “The City of Orono is temporarily enjoined from using, or hindering the City of Long Lake’s use of, Fire Station 1 and Fire Station 2 before the end of this litigation, except to the extent the City of Long Lake agrees to such use.

Orono has devised a plan to construct a new fire structure adjacent to Station 2 for the use of Orono and its potential fire department. Orono’s City Administrator provided the Long Lake City Administrator and City Attorney plans for the structure, including most recently on January 29<sup>th</sup>, 2024.

The City’s Administrator and City Attorney requested information and clarification about the plans and detailed many concerns about the design and use of through meetings and written correspondence with Orono and its representatives and the most recent questions and concerns posed to Orono regarding the proposed new structure were sent by Long Lake on February 8, 2024, through its City Attorney.

The concerns were primarily related to the clear incongruence between Orono’s use narrative for purposes of compliance reviews and Orono’s concurrent statements of intent for actual use of the structure. Orono has

repeatedly and consistently stated publicly that the proposed new structure will be used exclusively for Orono fire department operations, and that Orono firefighters will respond to this structure during emergencies. However, Orono has refused to meaningfully review the impact of this stated intended use by evaluating, illustratively, considerations such as: dual use access and parking, intensified emergency vehicle maneuvering and obstruction concerns, required infrastructure and occupancy concerns for a separate use, and multiple dual emergency response issues created by the intended use. Instead, Orono has conducted an extremely minimal review of the use compliance by characterizing it as an “accessory use” and claiming, for review purposes, that the use is accessory to LLFD’s use of Station 2.

Orono’s City Code dictates that an “accessory use” must be “subordinate to and serving the principal use or building on the same lot and customarily incidental to the principal use or building” and Orono representatives have made clear that the proposed structure will not be subordinate to Station 2, and will instead be used by Orono as an independent structure for the delivery of separate fire services by the Orono fire department.

In addition to confirming that it is Orono’s intent to continue down this path of improper and insufficient review, in a letter dated February 22, 2024, the Orono City Attorney also indicated that he would recommend that the proposed construction proceed with “an administrative review only”. He further opined that “Orono’s City Code and procedures ultimately control the review and approval of this proposed project...and there are no restrictions in the City Code or **applicable agreement** that prohibit the City from giving permission for the accessory structure plans to go forward” (emphasis added).

On November 21, 2023, Hennepin County District Court Judge Laurie Miller issued an Order for Contempt against Orono. Among other findings of contempt, Judge Miller stated, “10. The Court finds that Long Lake established, by a preponderance of the evidence, that Orono willfully disobeyed the Court’s Order for Temporary Injunction by taking concrete steps in planning to construct a building immediately adjacent to Fire Station 2 in early 2024, without consulting with Long Lake, informing Long Lake of the developing plans, or involving Long Lake in the planning process.

The July 14, 2023 Order clearly defined the actions Orono must not take: Orono was enjoined from “using . . . Fire Station 1 and Fire Station 2 before the end of this litigation, except to the extent the City of Long Lake agrees to such use” and from “directly or indirectly committing any violation of the Contract for Fire Protection,” which gives Long Lake full authority over the operation of Fire Station 2.

On February 23, 2024, Orono published their City Council Agenda for February 26, 2024. The agenda included an Item 13 prepared by their City Administrator stating, “COUNCIL ACTION REQUESTED - Motion to award a contract to Ebert Construction for \$1,147,000 for the construction of a garage facility at 3770 Shoreline Drive.” As noted earlier, 3770 Shoreline Drive is the location of LLFD Station 2. This item was placed on Orono’s agenda even though the City had not agreed to, or even been approached to approve, construction plans. A few hours after releasing this agenda item, Orono released a new agenda that no longer had this item. When asked about it during the council meeting on February 26, Mayor Walsh stated it was taken off the agenda because it needed some “fine tuning” before being placed on the agenda again for their next meeting, which is on March 11, 2024.

### **Supporting Information**

- Resolution No. 2024-12



**City Council  
Resolution No. 2024-12**

**A RESOLUTION MEMORIALIZING THAT THE CITY OF LONG LAKE  
HAS NOT AND DOES NOT AGREE WITH OR CONSENT TO ORONO'S PROPOSED CONSTRUCTION  
OF AN ORONO FIRE STRUCTURE ADJACENT TO FIRE STATION 2**

**WHEREAS**, the City of Long Lake (hereinafter referred to as "the City") maintains "all activities and operations" at Long Lake Fire Department ("LLFD") Station 2, located at 3770 Shoreline Drive in Orono through December 31, 2025 (the "Property") as specified in the Addendum to Contract for Fire Protection dated December 12, 2011 between the City and the City of Orono ("Orono"); and

**WHEREAS**, on June 12, 2023, the Orono City Council passed Resolution 7374 stating Orono "will resume responsibility for the operation and maintenance of the Navarre Fire Station no later than July 1, 2024;" and

**WHEREAS**, in a letter dated June 15, 2023, Orono notified the City and the City of Medina ("Medina") that it was reducing its Fire Service Area beginning on July 1, 2024. The reduced area involves approximately one-third of the southwestern corner of Orono; and

**WHEREAS**, on June 23, 2023, the City, through legal counsel, filed a Notice of Motion and Motion for Preliminary Injunction related to Orono's Resolution 7374 and other breaches and planned breaches of the contracts and addendums between the two cities and the Medina related to fire service and fire facilities; and

**WHEREAS**, on July 14, 2023, Hennepin County District Court Judge Laurie Miller issued a Motion for Temporary Injunctive Relief in the case City of Long Lake vs. City of Orono. Item 4 of the Order stated, "The City of Orono is temporarily enjoined from using, or hindering the City of Long Lake's use of, Fire Station 1 and Fire Station 2 before the end of this litigation, except to the extent the City of Long Lake agrees to such use;" and

**WHEREAS**, Orono has devised a plan to construct a new fire structure adjacent to Station 2 for the use of Orono and its potential fire department. Orono's City Administrator provided the Long Lake City Administrator and City Attorney plans for the structure, including most recently on January 29, 2024. The City's Administrator and City Attorney requested information and clarification about the plans and detailed many concerns about the design and use of through meetings and written correspondence with Orono and its representatives; and

**WHEREAS**, the most recent questions and concerns posed to Orono regarding the proposed new structure were sent by Long Lake on February 8, 2024, through its City Attorney. The concerns were primarily related to the clear incongruence between Orono's use narrative for purposes of compliance reviews and Orono's concurrent statements of intent for actual use of the structure. Orono has repeatedly and consistently stated publicly that the proposed new structure will be used exclusively for Orono fire department operations, and that Orono firefighters will respond to this structure during emergencies. However, Orono has refused to meaningfully review the impact of this stated intended

use by evaluating, illustratively, considerations such as: dual use access and parking, intensified emergency vehicle maneuvering and obstruction concerns, required infrastructure and occupancy concerns for a separate use, and multiple dual emergency response issues created by the intended use. Instead, Orono has conducted an extremely minimal review of the use compliance by characterizing it as an “accessory use” and claiming, for review purposes, that the use is accessory to LLFD’s use of Station 2; and

**WHEREAS**, Orono’s City Code dictates that an “accessory use” must be “subordinate to and serving the principal use or building on the same lot and customarily incidental to the principal use or building”; and

**WHEREAS**, Orono representatives have made clear that the proposed structure will not be subordinate to Station 2, and will instead be used by Orono as an independent structure for the delivery of separate fire services by the Orono fire department; and

**WHEREAS**, in addition to confirming that it is Orono’s intent to continue down this path of improper and insufficient review, in a letter dated February 22, 2024, the Orono City Attorney also indicated that he would recommend that the proposed construction proceed with “an administrative review only.” He further opined that “Orono’s City Code and procedures ultimately control the review and approval of this proposed project...and there are no restrictions in the City Code or **applicable agreement** that prohibit the City from giving permission for the accessory structure plans to go forward (emphasis added); and

**WHEREAS**, on November 21, 2023, Hennepin County District Court Judge Laurie Miller issued an Order for Contempt against Orono. Among other findings of contempt, Judge Miller stated, “10. The Court finds that Long Lake established, by a preponderance of the evidence, that Orono willfully disobeyed the Court’s Order for Temporary Injunction by taking concrete steps in planning to construct a building immediately adjacent to Fire Station 2 in early 2024, without consulting with Long Lake, informing Long Lake of the developing plans, or involving Long Lake in the planning process. The July 14, 2023 Order clearly defined the actions Orono must not take: Orono was enjoined from “using . . . Fire Station 1 and Fire Station 2 before the end of this litigation, except to the extent the City of Long Lake agrees to such use” (emphasis was used by Judge Miller) and from “directly or indirectly committing any violation of the Contract for Fire Protection,” which gives Long Lake full authority over the operation of Fire Station 2; and

**WHEREAS**, the Order of Contempt resulted in a court hearing with Judge Miller on February 1, 2024. During the hearing, witnesses, including a recognized expert in fire services, testified on behalf of the City regarding several ways in which Orono’s proposed structure would hinder the City and its fire department’s use of Station 2. Some of the hindrances and concerns mentioned included:

- The extreme safety hazard firefighters would be placed in when backing fire apparatus into the proposed garage after each call and on other occasions due to the proposed curve design.
- The blockage of the LLFD bays anytime the Orono facility is accessed due to the proposed driveway curve design.
- The disruption construction would cause to utility services, particularly electrical and water services.
- Construction vehicles and equipment blocking the LLFD bays, especially during the installation of the curb cut directly in front of Station 2 and the removal of 10-15 dump trucks of dirt from the north side of Station 2.

- Construction interference with Station 2 access and use which, due to present utilization patterns, may not be discovered until an emergency occurs and which LLFD may lack the ability to immediately address.
- The proposed structure’s reliance on Station 2 for restrooms, an eye washing station, a climate-controlled area, and other essential amenities.
- Parking issues which may occur during simultaneous call response for both departments.
- The significant amount of time the City’s Fire Chief would be required to spend communicating with project representatives and coordinating the various disruptions to the facility as opposed to focusing on the important duties of being a Fire Chief for our community.
- Further risks for recruitment and intimidation of LLFD members by City of Orono officials.
- Various other operational hindrances and firefighter moral injury concerns related to having firefighters from two fire departments operating out of one fire facility.

**WHEREAS**, on February 23, 2024, Orono published their City Council Agenda for February 26, 2024. The agenda included an Item 13 prepared by their City Administrator stating, “COUNCIL ACTION REQUESTED - Motion to award a contract to Ebert Construction for \$1,147,000 for the construction of a garage facility at 3770 Shoreline Drive.” As noted earlier, 3770 Shoreline Drive is the location of LLFD Station 2. This item was placed on Orono’s agenda even though the City of Long Lake had not agreed to, or even been approached to approve, construction plans. A few hours after releasing this agenda item, Orono released a new agenda that no longer had this item. When asked about it during the Council meeting on February 26, Mayor Walsh stated it was taken off the agenda because it needed some “fine tuning” before being placed on the agenda again for their next meeting, which is on March 11, 2024; and

**WHEREAS**, in Section 48 of Judge Miller’s November 21, 2023, Order for Contempt, Judge Miller wrote “The City of Orono is temporarily enjoined from *using*, or hindering the City of Long Lake’s use of, Fire Station 1 and Fire Station 2 before the end of this litigation, except to the extent the City of Long Lake agrees to such use” (emphasis was used by Judge Miller). Due to the previously mentioned issues, concerns, and hindrances, the City has not agreed and does not agree to the current version of Orono’s proposed structure construction plans that have been provided to the City and therefore does not approve or consent to any construction project(s) on the Property; and

**WHEREAS**, the City Administrator of the City of Long Lake or designee shall electronically mail a signed copy of this Resolution to Orono City Administrator Adam Edwards and the Orono City Attorney on March 8, 2024, and request that the Resolution be provided to all five members of the Orono City Council prior to their Council meeting on March 11, 2024; and

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Long Lake hereby states that the City of Long Lake has not and does not agree with or consent to the current version of Orono’s new structure construction plans on the Station 2 property.

Adopted by the City Council of the City of Long Lake this 7<sup>th</sup> day of March, 2024.

ATTEST:

BY:

\_\_\_\_\_  
Jeanette Moeller, City Clerk

\_\_\_\_\_  
Charlie Miner, Mayor