

CITY COUNCIL MEETING

June 04, 2024 at 6:30 PM City Hall Council Chambers – 450 Virginia Avenue, Long Lake, MN 55356

AGENDA

- 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 May 21, 2024 City Council Work Session
 - B. Approve Minutes of May 21, 2024 City Council Meeting
 - C. Approve Vendor Claims and Payroll

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. Approve Joint Powers Agreement with Hennepin County for Assessment Services
- B. Updates Regarding Fire Department Matters
- 8. Other Business
- 9. Adjourn

UPCOMING MEETINGS & OTHER DATES OF NOTE

Tuesday, June 11 (6:30 pm) / Planning Commission Meeting Tuesday, June 18 (5:00 or 5:30 pm) / City Council Work Session or EDA Meeting, TBD Tuesday, June 18 (6:30 pm) / City Council Meeting



MINUTES CITY COUNCIL WORK SESSION May 21, 2024

CALL TO ORDER

The meeting was called to order at 5:04 pm.

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

(attended remotely via interactive technology)

Staff Present: City Administrator: Scott Weske; and Fire Chief: Mike Heiland

Absent: Council: Deirdre Kvale (with prior notice)

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

Planning and Presentation Preparation for 'Follow Up Forum: Long Lake Fire Service Updates Open House Event

Mayor Miner expressed his appreciation to Council member Joyce for gathering the initial information for the slide show in preparation for the Follow-Up Forum. After she had gotten it started, others on the Council had also worked to gather information and create slides, which was what Council members would be reviewing during the work session. He confirmed that the Follow-Up Forum would take place on May 29, 2024 at 6:30 pm at Calvin Presbyterian Church.

City Administrator Weske shared that staff was working on getting projectors, projection screens, and an audio/visual guy so the presentation would be able to be viewed in different places in the meeting room. He stated that the LMCC would be providing audio services in addition to other equipment.

Mayor Miner mentioned that it may be possible they would have more attendees than they'd had in the past because of recent developments. He reviewed the proposed agenda for the Follow-Up Forum and explained that the first half of the presentation would be handled by the City Council, with the second half of the presentation being addressed by fire services experts.

Council member Dyvik expressed concern about the amount of time it would take to go through the slide deck and indicated that he did not think they should move ahead with all 35 slides that were currently in the proposed presentation. He suggested the Council find a way to get the message conveyed in only 15 to 20 slides.

City Council Work Session Minutes May 21, 2024 Page 2

Council member Feldmann noted that he thinks that some of the timing following the presentation may depend on whether the public comment portion would be similar to open correspondence or would be more of an actual question and answer conversation, as an open correspondence would go much more quickly than question and answer.

Council member Dyvik emphasized that he would like to see a lot of time dedicated to being able to have public comments and questions.

The Council reviewed the content of the slides and amended details in the presentation that would provide additional clarity, and worked to condense the overall number of slides.

Council member Dyvik suggested that the Council get through their information and slides as quickly as possible so there is time for the experts to speak and also time to answer questions from the public.

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 May 21, 2024

CALL TO ORDER

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

Present: Mayor: Charlie Miner; Council: Jahn Dyvik and Mike Feldmann

Staff Present: City Administrator: Scott Weske

Absent: Council: Gina Joyce and Deirdre Kvale (both with prior notice)

PLEDGE OF ALLEGIANCE

MAYOR'S COMMENTS - LONG LAKE NEWS, MEETING REVIEW AND UPDATES

Mayor Miner offered the following comments and updates:

The Council had met in a work session prior to the regular meeting during which they had worked on preparation for a Follow-Up Forum related to fire services updates. He advised that the forum would be an Open House type event that would provide updates to residents about fire services, and has been scheduled for May 29, 2024 beginning at 6:30 pm at Calvin Presbyterian Church.

Mayor Miner also shared that he'd attended a flag raising ceremony for the new State flag at the Pioneer Museum on May 11, 2024.

APPROVE AGENDA

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

CONSENT AGENDA

The Consent Agenda consisted of the following:

- A. Approve Minutes of May 7, 2024 City Council Work Session Meeting
- B. Approve Minutes of May 7, 2024 City Council Meeting
- C. Approve Vendor Claims and Payroll
- D. Approve the 2023 Pay Equity Report

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

OPEN CORRESPONDENCE

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

City Council Minutes May 21, 2024 Page 2

BUSINESS ITEMS

Accept Resignation of Public Works Lead Maintenance Worker Don "Luke" Laakkonen

City Administrator Weske gave an overview of the employment history that Don "Luke" Laakkonen has had with the City which began in May of 1985. He commented that Mr. Laakkonen has provided the City with 39 years of outstanding service. His last day of work with the City will be July 31, 2024, and he will be greatly missed at the City.

Mayor Miner asked if there were any plans to have a celebratory going away event for Mr. Laakkonen.

Weske replied that he would ask Mr. Laakkonen again, but noted that he had indicated that he did not really want to have a party in his honor, and was more the type of person that would just quietly 'shut the lights off' as he left.

Mayor Miner questioned whether there were any hiring plans for the replacement of Mr. Laakkonen.

Weske indicated that Public Works Director Diercks was working on updating the job description and would then get it posted as soon as possible.

A motion was made by Feldmann, seconded by Dyvik, to accept the resignation of Public Works Lead Maintenance Worker Don "Luke" Laakkonen.

Mayor Miner reiterated that Mr. Laakkonen would be missed because he has been a great partner and also a great mentor, especially for the new Public Works employees.

Ayes: all.

Review Ordinance Regarding Definitions, Parking Regulations and the Stroage of Boats, Trailers and Recreational Vehicles

Weske reviewed the details of Ordinance No. 2024-01 and explained that Sections 1, 2, and 3 were unchanged from what had been presented to the Council back in February. He noted that Sections 4, 5, and 6 had been amended based on discussion at the April 16, 2024 City Council meeting. He explained that he had placed two additional handouts at the Council dais that had some notes from City Attorney Thames which had been included in the final copy of the ordinance language. The Planning Commission had held a public hearing on the amendments proposed for Sections 4, 5, and 6 and were recommending adoption of the revised ordinance.

Council member Feldmann observed that he felt that the changes made the City more consistent with neighboring cities with regard to enforcement.

Council member Dyvik pointed out that it also would ease up some of the parking requirements for businesses, which he felt was necessary as he'd always felt the City was a bit too restrictive in areas.

Mayor Miner highlighted that the change recommended for restaurant and café uses would be to require one parking space for every three seats, rather than one space for every two seats.

Council member Dyvik noted that, in his opinion, River Valley Marine does not appear to be in compliance and asked if the boat storage section of the ordinance was also loosened up.

City Council Minutes May 21, 2024 Page 3

Weske responded that he did not believe so and explained that River Valley Marine was different, because they were grandfathered in to a certain degree. He added that the City has had some conversations with them in the past, which is why the fence was installed and the lot had been paved. He explained that he believed that River Valley Marine was compliant based on the rules that were set for their business about 18 months ago. He mentioned that he had not recently received any complaints about them blocking traffic or parking on the road.

A motion was made by Miner, seconded by Dyvik, to adopt Ordinance No. 2024-01 amending Sections 2, 19, and 21 of the Long Lake Zoning Ordinance to update definitions, correct code references, provide standards for storage of boats, trailers and recreational vehicles, limit the number of passenger vehicles stored on residential properties and adjust parking space requirements for several land uses. Ayes: all.

OTHER BUSINESS

Relief Association Purchases - Council member Feldmann indicated that he had heard there may have been some confusion around some of the purchases made by the Long Lake Firefighters' Relief Association over the last year, versus the previous calendar year. He clarifed that in calendar year 2023, there were six things purchased: sun protection for the Zodiac boat; two ice water rescue inflatables; a slide searching depth finder for underwater search and rescue; SCBA mask bags; four automatic blood pressure monitors; and 8-in-1 tools for the firefighters.

Memorial Day Preparations - Mayor Miner had noticed that Public Works staff were putting up the hanging baskets yesterday in the downtown area. He commented that Memorial Day was coming up the following week and encouraged residents to attend the usual observance ceremonies that would be held. He anticipated that City Clerk Moeller would be communicating various details about the Memorial Day services in the near future.

Upcoming Events/Meetings – Mayor Miner reminded everyone of the Follow-Up Open House/Forum regarding Fire Services to be held on May 29, 2024 at 6:30 pm. He also added that on June 4, 2024, there would be both a Fire Advisory Board meeting and the next City Council meeting.

ADJOURN

Hearing no objection, Mayor Miner adjourned the meeting by general consent at 6:49 pm.

Respectfully submitted,

Scott Weske City Administrator



City Council Agenda Report

City of Long Lake

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

MEETING DATE / June 4, 2024

SUBJECT: Approve Vendor Claims and Payroll

Prepared By: Amanda Nowezki, Finance Director Report Date: 5/29/2024

Recommended City Council Action

Staff recommends the following:

Motion to approve vendor claims paid in the amount of \$64,013.78 and electronic vendor payments in the amount of \$4,747.59 for a total amount of \$68,761.37; gross City Employee payroll paid May 30 in the amount of \$27,469.29.

Overview / Background

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

Supporting Information

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

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LONG LAKE, MN



*Check Summary Register©

Checks 70443-70464

	Name	Check Date	Check Amt	
10100	GENERAL FUND CASH			
70443	BIFFS, INC.	5/24/2024	\$530.00	Biff Rental-Dexter Park
70444	CITY OF WAYZATA	5/24/2024	\$27,673.00	Police Services - June 2024
70445	COLONIAL LIFE	5/24/2024	\$13.06	AD Insurance - June 2024
70446	DELTA DENTAL	5/24/2024	\$306.26	Dental Insurance - June 2024
70447	GREGOR FARM & GREENHOUS	5/24/2024	\$3,080.00	23" Hanging Baskets-Wayzata Blvd (x32)
70448	HAWKINS INC	5/24/2024	\$3,782.17	Water Chemicals - 210 Gal
70449	Kirvida Fire, Inc.	5/24/2024	\$3,357.39	FD1 Engine #11 -Kenworth; Heat Damage fro
70450	MADISON NATIONAL LIFE	5/24/2024	\$114.80	STD Insurance - June 2024
70451	MEDIACOM	5/24/2024	\$400.00	CH Internet Services - (05/26/23-06/25/24)
70452	MN DEPARTMENT OF HEALTH	5/24/2024	\$1,849.00	MDH Fees 2nd Quarter 2024
70453	RIVERSIDE DESIGN	5/24/2024	\$223.63	Business Cards w/New Logo
70454	ROLF ERICKSON	5/24/2024	\$2,116.33	Assessor Fees - June 2024
70455	SAFETY VEHICLE SOLUTIONS	5/24/2024	\$2,944.91	FD1 Engine #11 -Kenworth; Heat Damage fro
70456	MN LIFE INSURANCE CO	5/24/2024	\$21.00	LIFE INS - June 2024
70457	SYLVA CORPORATION INC	5/24/2024	\$2,580.04	Adl Playground Safety Surfacing
70458	TIMESAVER OFF SITE	5/24/2024	\$167.00	5/7 City Council Mtg Minutes
70459	CENTERPOINT ENERGY	5/29/2024	\$24.75	Gas Charges - 25 Apple Glen Rd (4/18/24-5/20
70460	FIRE SAFETY USA, INC.	5/29/2024	\$467.96	FD -Turnout Cleaner
70461	FP MAILING SOLUTIONS	5/29/2024	\$171.00	Postage Machine Service - 05/12/24-08/11/24
70462	Metro West Inspection Svcs Inc	5/29/2024	\$13,854.98	May 2024 Permits
70463	MN STATE COMMUNITY COLLEG	5/29/2024	\$130.00	Moorhead Fire School - Paul Morse
70464	TRIMBLE	5/29/2024	\$206.50	FD Dashcam Basic Bundle (Pmt 9 of 36)
		Total Checks	\$64,013.78	-

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LONG LAKE, MN

*Check Detail Register© Checks 70443-70464

eck# (Check Date Ve	ndor Name	Amount Invoid	ce Comi	ment
00 GEN	ERAL FUND C	ASH			
70443	05/24/24	BIFFS, INC.			
E 101-	45200-3880	Portable Toilet Rental	\$91.00	W965444	Biff Rental-Holbrook Park
E 101-	45200-3880	Portable Toilet Rental	\$91.00	W965445	Biff Rental-Hardin Park
E 101-	45200-3880	Portable Toilet Rental	\$257.00	W965446	Biff Rental-Nelson Lakeside
E 101-	45200-3880	Portable Toilet Rental	\$91.00	W965447	Biff Rental-Dexter Park
		Total	\$530.00		
70444	05/24/24	CITY OF WAYZATA			
E 101-	42110-3130	Subcontracted Police Svc	\$27,673.00	052424	Police Services - June 2024
		Total	\$27,673.00		
70445	05/24/24	COLONIAL LIFE			
G 101-	21710	Other Deducations	\$13.06	43698310601	AD Insurance - June 2024
		Total	\$13.06	-	
70446	05/24/24	DELTA DENTAL			
E 101-	41500-1310	Employer Paid Health	\$76.57	RIS00057327	Dental Insurance - June 2024
E 101-	43050-1310	Employer Paid Health	\$89.32	RIS00057327	Dental Insurance - June 2024
E 601-	49400-1310	Employer Paid Health	\$35.73	RIS00057327	Dental Insurance - June 2024
E 602-	49450-1310	Employer Paid Health	\$26.80	RIS00057327	Dental Insurance - June 2024
E 603-	43150-1310	Employer Paid Health	\$26.80	RIS00057327	Dental Insurance - June 2024
G 101-	21706	FlexPlan - Ins Prem	\$51.04	RIS00057327	Dental Insurance - June 2024
		Total	\$306.26	-	
70447	05/24/24	GREGOR FARM & GREENH	OUSE		
E 101-	43100-2250	Landscaping Materials	\$3,080.00	7979	23" Hanging Baskets-Wayzata Blvd (x32)
		Total	\$3,080.00	=	
70448	05/24/24	HAWKINS INC			
E 601-	49400-2160	Chemicals and Chem Pro	\$40.00	6757384	Water Chemicals - Chlorine Cylinder
E 601-	49400-2160	Chemicals and Chem Pro	\$3,742.17	6760895	Water Chemicals - 210 Gal
		Total	\$3,782.17	=	
70449	05/24/24	Kirvida Fire, Inc.			
E 205-	42281-4035	Heavy Truck Maint & Rep	\$3,357.39	12326	FD1 Engine #11 -Kenworth; Heat Damage fro 5/11 Orono Fire (Insurance Claim Filed)
		Total	\$3,357.39	=	
70450	05/24/24	MADISON NATIONAL LIFE			
E 101-	41500-1310	Employer Paid Health	\$49.20	1626707	STD Insurance - June 2024
E 205-	42280-1310	Employer Paid Health	\$16.40	1626707	STD Insurance - June 2024
E 101-	43050-1310	Employer Paid Health	\$24.60	1626707	STD Insurance - June 2024
E 601-	49400-1310	Employer Paid Health	\$9.84	1626707	STD Insurance - June 2024
E 602-	49450-1310	Employer Paid Health	\$7.38	1626707	STD Insurance - June 2024
E 603-	43150-1310	Employer Paid Health	\$7.38	1626707	STD Insurance - June 2024
		Total	\$114.80	-	
70451	05/24/24	MEDIACOM			
E 101-	41940-3275	Internet Access (Mediaco	\$250.00	052424	CH Internet Services - (05/26/23-06/25/24)
F 101-	41942-3275	Internet Access (Mediaco	\$150.00	052424	PW Internet Services - (05/26/23-06/25/24)

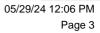
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LONG LAKE, MN

*Check Detail Register© Checks 70443-70464

k #	Check Date	Vendor Name	Amount Invoic	e Comr	nent
		Total	\$400.00		
70452					
E 60	1-49400-4400	MDH Water Act Fees Re	\$1,849.00	063024	MDH Fees 2nd Quarter 2024
		Total	\$1,849.00		
70453	05/24/2	4 RIVERSIDE DESIGN			
E 10	1-43050-2010	Office Supplies	\$39.00	4283	Business Cards w/New Logo
E 20	5-42280-2030	Printed Forms	\$184.63	4283	Business Cards for FD Officers (x4)
		Total	\$223.63		
70454	05/24/2	4 ROLF ERICKSON			
E 10	1-41500-3025	Assessor Fees - Subconta	\$2,045.00	052024	Assessor Fees - June 2024
E 10	1-41500-3025	Assessor Fees - Subconta	\$71.33	052024	Apex Drawing Software & Support
		Total	\$2,116.33		
70455	05/24/2	4 SAFETY VEHICLE SOLUT	IONS		
E 20	5-42281-4035	Heavy Truck Maint & Rep	\$2,944.91	24022	FD1 Engine #11 -Kenworth; Heat Damage from 5/11 Orono Fire (Insurance Claim Filed)
		Total	\$2,944.91		
70456	05/24/2	4 MN LIFE INSURANCE CO			
E 10	1-41500-1310	Employer Paid Health	\$9.00	41350034	LIFE INS - June 2024
E 20	5-42280-1310	Employer Paid Health	\$3.00	41350034	LIFE INS - June 2024
E 10	1-43050-1310	Employer Paid Health	\$4.50	41350034	LIFE INS - June 2024
E 60	1-49400-1310	Employer Paid Health	\$1.80	41350034	LIFE INS - June 2024
E 60	2-49450-1310	Employer Paid Health	\$1.35	41350034	LIFE INS - June 2024
E 60	3-43150-1310	Employer Paid Health	\$1.35	41350034	LIFE INS - June 2024
		Total	\$21.00		
70457	05/24/2	4 SYLVA CORPORATION IN	С		
E 10	1-45200-2250	Landscaping Materials	\$2,580.04	82675	Adl Playground Safety Surfacing
		Total	\$2,580.04		
70458	05/24/2	4 TIMESAVER OFF SITE			
E 10	1-41500-3000	Professional Srvs	\$167.00	M29171	5/7 City Council Mtg Minutes
		Total	\$167.00		, ,
70459	05/29/2	4 CENTERPOINT ENERGY			
	2-49450-3830	Natural Gas Expense	\$24.75	106679608-0	Gas Charges - 25 Apple Glen Rd (4/18/24-5/20/2
		Total	\$24.75		11 11 11 11 11 11 11 11 11 11 11 11 11
70460	05/29/2	4 FIRE SAFETY USA, INC.			
	5-42281-2415	Turn Out Gear	\$105.80	052924	FD -Turnout Cleaner
	5-42285-2400	Small Tools and Minor Eq	\$203.45	052924	FD Supplies - "Do Not Cross" tape
	5-42285-2415	Turn Out Gear	\$158.71	187193	FD -Turnout Cleaner
_*		Total	\$467.96		-
70461	05/29/2	4 FP MAILING SOLUTIONS			
	1-41500-4130	Postage Machine Maint	\$171.00	RI106225541	Postage Machine Service - 05/12/24-08/11/24
		J	, , , , ,		





*Check Detail Register© Checks 70443-70464

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
70462	05/29/2	4 Metro West Inspection S	Svcs Inc		
E 10	1-42400-3035	Bldg Inspection - Subcont	r \$13,8	54.98 4157	May 2024 Permits
		Total	\$13,8	54.98	
70463	05/29/2	4 MN STATE COMMUNITY	COLLEGE		
E 20	5-42285-3350	Education / Conferences	\$13	30.00 04120	5 Moorhead Fire School - Paul Morse
		Total	\$13	30.00	
70464	05/29/2	4 TRIMBLE			
E 20	5-42281-3225	Truck Communication Ser	r \$1 ⁻	18.00 30089	239391 FD Dashcam Basic Bundle (Pmt 9 of 36)
E 20	5-42285-3225	Truck Communication Ser	r \$8	88.50 30089	239391 FD Dashcam Basic Bundle (Pmt 9 of 36)
		Total	\$20	06.50	
		1010	964 ,013	3.78	

Fund Summary

-	
10100 GENERAL FUND CASH	
101 GENERAL FUND	\$50,928.64
205 FIRE DEPARTMENT	\$7,310.79
601 WATER FUND	\$5,678.54
602 SANITARY SEWER FUND	\$60.28
603 SURFACE WATER MGMT FUND	\$35.53
	\$64.013.78



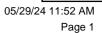


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*Check Summary Register©

Checks 2981-2983

	Name	Check Date	Check Amt	
10100	GENERAL FUND CASH			
2981e	HEALTHPTNR-GROUP HLTH	5/21/2024	\$63.00	FD EAP-May 2024
2982e	USBANK CREDIT CARD	5/25/2024	\$2,580.14	May 2024 CC Purchases
2983e	SPEEDWAY LLC	5/25/2024	\$2,104.45	Fuel - May 2024
		Total Checks	\$4,747.59	_





*Check Detail Register© Checks 2981-2983

ck #	Che	ck Date	Vendor Name	Amount Invoic	e C	Comment
00 G	ENER	AL FUNI	D CASH			
2981	е	05/21/24	4 HEALTHPTNR-GROUP HLTF	1		
E 2	205-422	80-1310	Employer Paid Health	\$63.00	7046088	FD EAP-May 2024
			Total	\$63.00	-	
2982	е	05/25/24	4 USBANK CREDIT CARD			
E 2	205-422	80-4330	Dues and Subscriptions	\$7.58		FD-Microsoft 365
E 6	601-494	00-4010	Bldg Maint & Repairs	\$23.88	052524	PW-Orono Market; Gronberg
E 1	01-452	00-2250	Landscaping Materials	\$922.18	052524	Garder Club; Vego Garden; planters-Appvd 4/16
E 1	101-419	40-4010	Bldg Maint & Repairs	\$17.34	052524	CH-Ace; Painting Supplies
E 1	101-419	40-4015	Grounds Maintenance	\$40.15	052524	CH-Ace; Entry Flowers
E 1	01-452	00-2230	Bldg & Grnds Maint Suppli	\$47.73	052524	PW-Ace; Rake
E 1	01-430	50-2010	Office Supplies	\$15.00	052524	PW-Amazon; Index Cards
E 1	01-452	00-3840	Custodial & Waste Remov	\$344.80	052524	PW-Grainger; Park Trash Bags
E 1	01-452	00-4040	Equip Maint & Repair	\$39.96	052524	PW-Ace; Mulch for Veterans Memorial
E 2	205-422	81-2010	Office Supplies	\$29.48	052524	FD-Ace; Lock & Key
E 2	205-422	80-4330	Dues and Subscriptions	\$14.99	052524	FD-Amazon Prime
E 2	205-422	81-4040	Equip Maint & Repair	\$29.27	052524	FD-Ace; Hose Test Tape
E 2	205-422	85-2010	Office Supplies	\$68.00	052524	FD-Postage
E 2	205-422	80-4450	Food & Beverage (Mtgs/Tr	\$75.87	052524	FD-Orono Market; EMR Training Coffee, Juice, Potatoes, Eggs, etc
E 2	205-422	80-4450	Food & Beverage (Mtgs/Tr	\$147.42	052524	FD-Lunds; EMR Training Food
E 2	205-422	80-4450	Food & Beverage (Mtgs/Tr	\$15.97	052524	FD-Trader Joes; EMR Training Cantaloupe
E 2	205-422	82-3840	Custodial & Waste Remov	\$29.12	052524	FD-Amazon; Paper Towels
E 2	205-422	85-2010	Office Supplies	\$22.99	052524	FD-Amazon; Highlighters
E 1	101-414	10-2100	Operating Supplies	\$38.80	052524	Election-Coborns; Election Judge Donuts & Beverages
E 1	101-419	40-3210	Telephone	(\$7.89)	052524	CH-Nextivia VOIP Phone Service
E 1	01-414	10-2100	Operating Supplies	\$73.87	052524	Election-Tris Wok; Election Judge Dinner
E 1	01-415	00-3090	Software Support	\$72.00	052524	CH-Google; Company Emails
E 1	01-414	10-2100	Operating Supplies	\$55.16	052524	Election-Jimmy Johns; Election Judge Lunch
E 1	01-414	10-2100	Operating Supplies	\$200.58	052524	Election-Uline; Transfer cases & seals
E 1	01-414	10-2100	Operating Supplies	\$23.10	052524	Election-Cub; Election Judge Beverages
E 1	01-414	10-2100	Operating Supplies	\$60.63	052524	Election-Al Chili Street Food; Election Judge Dir
E 1	01-414	10-2100	Operating Supplies	\$88.14	052524	Election-McGarrys Pub; Election Judge Lunch
E 1	101-419	40-3210	Telephone	\$84.02	052524	CH-Nextivia VOIP Phone Service
			Total	\$2,580.14	-	
2983	е	05/25/24	4 SPEEDWAY LLC			
E 2	205-422	81-2120	Motor Fuels	\$1,169.85	9715577	1 FD Fuel - May 2024
E 1	01-430	00-2120	Motor Fuels	\$934.60	9715577	•
		81-2120	Motor Fuels	(\$174.75)	9715577°	•
E 2	205-422	81-2150	Shop Supplies	\$174.75	9715577°	· · · · · · · · · · · · · · · · · · ·
			Total	\$2,104.45	:	•
			10100	\$4,747.59		



05/29/24 11:52 AM Page 2



LONG LAKE, MN

*Check Detail Register© Checks 2981-2983

Check #	Check Date	Vendor Name	Amount	Invoice	Comment	
Fund Sum	mary					
10100 GE	10100 GENERAL FUND CASH					
101 GENE	101 GENERAL FUND \$3,050.17					
205 FIRE	DEPARTMENT	•	\$1,673.54			
601 WATE	R FUND		\$23.88			
			\$4,747.59			





Payroll Summary

Pay Group: 01 Bi-Weekly Check Date: 5/30/2024 per. 11

Employee		Gross Wage	Federal Gross	State Gross	Federal Tax	State Tax	Local Tax	Social Security	Medi- care	Retire	Tax Sheltered	Voluntary	Tips	Reimb.	Net Pay
	000000287 DECKER JR, MICHAEL			1,570.75	111.95	77.43	Tax	97.39	22.78	Retire	Officialica	Voluntary	1103	TCIIIID.	1,261.20
	•	1,570.75 3,967.63	1,570.75 3,711.03	3,711.03	575.39	222.97		245.99	57.53	256.60					2,609.15
	,		,	,				243.99							*
000000286 HEILAND	•	4,925.05	4,413.76	4,413.76	452.57	237.68			71.41	511.29					3,652.10
000000004 LAAKKO	NEN, DONALD A	3,262.83	2,681.17	2,681.17	348.82	119.87		185.50	43.38	310.78	270.88				1,983.60
000000292 MACKEY	Y, NOAH	2,398.58	2,243.97	2,243.97	192.74	123.21		148.71	34.78	154.61					1,744.53
000000091 MOELLE	R, 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 NOWEZ	KI, 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	787.23	287.88		303.81	71.05	300.21	6.07				3,150.00
941 Deposit		Pay Sum	ımary			Tax S	Summary	L				<u>0</u>	thers		
Federal Tax	\$2,953.30	Gross	•	27,469.29		Feder	ral Tax		2,953.30)		R	etirement	t	1,983.11
Medicare	\$788.22	Federal C	Gross	25,197.45		State	Tax		1,406.17	7		Ta	ax-Shelte	red	288.73
Social Security	\$2,759.68	State Gro	oss	25,197.45		Local	Tax					V	oluntary		
Advanced EIC	None	FICA Gro	oss	22,255.51		FICA	Ded/Ber	ì	1,379.84	1,3	79.84	Ti	ips		0.00
Total Deposit	\$6,501.20					Medic	care Ded	/Ben	394.11	3	94.11	R	eimburse	ement	0.00
												N	et Pay (-t	ips)	19,064.03



City Council Agenda Report

City of Long Lake

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

MEETING DATE / June 4, 2024

SUBJECT: Approve Joint Powers Agreement with Hennepin County for Assessment

Services

Prepared By: Jeanette Moeller, City Clerk Report Date: 5/29/2024

Recommended City Council Action

Staff recommends the following:

Motion to adopt Resolution No. 2024-21 approving entering into a Joint Powers Agreement for Assessment Services with Hennepin County, and authorizing the Mayor and City Administrator to execute said Agreement.

Overview / Background

The City of Long Lake has traditionally contracted with an independent assessor to provide assessment services for the City for an annual fee. Our current contract with Southwest Assessing Partners for the 2024 assessment period of July 1, 2023 through June 30, 2024 was in the amount of \$24,540, plus an additional \$2,543.28 technology fee for Southwest Assessing's rental of Hennepin County systems/equipment.

Over the past several years, Hennepin County has significantly increased the number of cities for whom it directly provides assessment services by agreement. As Hennepin County desires to ensure accuracy, efficiency, communication availability, and equitability for assessing functions provided across County cities, the Hennepin County Board of Commissioners took action on May 14, 2024 authorizing the County to offer a Joint Powers Agreement for local assessing services to cities with populations of 30,000 or less at no cost, beginning with the 2025 assessment year. Their Board action also permitted offering the same no cost option to cities under 30,000 in population who are already under contract with the County.

Implementation of newer technologies applicable to local assessing has at times led to some challenges (both on work and communication fronts) that would be resolved by contracting directly with the County. Staff has had a number of conversations with County Assessor/Director Josh Hoogland over the past six months and is supportive of entering into a Joint Powers Agreement with the County for assessment services. The cost savings and potential efficiencies factors are certainly positive, but additionally, staff believes the change will likely result in improved communication access to assessing staff both for property owners and for City staff.

Supporting Information

- Hennepin Board of Hennepin County Commissioners, Resolution No. 24-0199
- Memo from Hennepin County Assessor re: Duties and Responsibilities of Assessors
- Hennepin County Assessor's Office 'At a Glance' Informational Handout
- Resolution No. 2024-21
- Joint Powers Agreement for Assessment Services

Section 7A.

HENNEPIN COUNTY MINNESOTA

300 South Sixth Street Minneapolis, MN 55487-0240

RESOLUTION

Board of Hennepin County Commissioners RESOLUTION: 24-0199

At a meeting of the Board of Hennepin County Commissioners on 5/14/2024, a motion was made by Marion Greene, seconded by Kevin Anderson, that this Resolution be adopt. The motion passed.

BE IT RESOLVED, that the County Administrator is directed to negotiate joint powers agreements with jurisdictions within Hennepin County with populations under 30,000 and jurisdictions currently under agreement with the county for local assessment services to be performed by the Hennepin County Assessor at no cost to these jurisdictions.

RESOLUTION ADOPTED ON 5/14/2024

The question was on the adoption of the resolution with the votes as follows:

Aye: 6 Commissioner Fernando, Commissioner Greene, Commissioner Lunde, Commissioner Conley, Commissioner Goettel, and Commissioner Anderson

MROK

Maria Rose

Maria Rose

HENNEPIN COUNTY MINNESOTA

Memo

To: Jeannette Moeller, Long Lake City Clerk

From: Joshua Hoogland, Hennepin County Assessor 9#

Date: 5/22/2024

Re: Duties and responsibilities of assessors

Duties and responsibilities performed by the Hennepin County Assessor's Office

When choosing the county assessor to perform these functions, a lead appraiser is assigned to the city for day-to-day duties and response to taxpayers and city officials. Duties and responsibilities when choosing the county assessor's office to perform assessing services are listed below.

- Actually view all real and personal property within a 5 year period, as required by law.
- Review and appropriately value all new construction, additions, and renovation each year.
- Adjust estimated market values on those properties not physically inspected as deemed necessary per sales ratio analysis.
- Analyze sales, revalue all properties each year in accordance with the real estate market and prepare the initial assessment roll.
- Print and mail valuation notices.
- Respond to taxpayers regarding assessment or appraisal problems or inquiries in a timely fashion.
- Serve as an assessment resource to taxpayers and city officials.



- Conduct valuation reviews prior to Board of Review or Open Book Meetings, as deemed relevant by the City – approximate dates: March 1 through May 15.
- Attend Board of Review or conduct Open Book Meeting. Prepare all necessary review appraisals. Approximate dates: April 1 – May 31.
- Maintain an updated property file current values, classification data and characteristic data.
- Prepare divisions and combinations as required by plats or other parcel changes.
- Administer the abatement process pursuant to Minn. Stat. §375.192.
- Prepare appraisals; defend and/or negotiate all Tax Court cases.
- Provide all computer hardware and software applications necessary to complete contracted services.
- Process all homestead and special program applications.

Contact

Hennepin County Assessor Joshua Hoogland (612) 348-8853 joshua.hoogland@hennepin.us

May 2023

At a Glance

Learn why the Hennepin County Assessor's Office should be your choice for your assessing needs.

Our mission is to ensure an accurate and timely estimate of a property's market value, determine property use, and apply eligible benefits for property owners.

Why Hennepin County?

- Customer Service
- Uniformity & Accuracy
- Trust & Transparency
- Resources & Tools
- Experience & Expertise
- Professional Staff

Customer Service

Customer service is an important core value of Hennepin County and is an integral part of the Hennepin County Assessor's practical vision and office values.

- We are committed to having professional employees that are equipped with the training and skills needed to effectively educate and serve our stakeholders.
- We strive for open communication with stakeholders for an effective partnership.
- We engage and respond to customers with care in all situations.
- We achieve excellence in valuation and classification at a reasonable cost.

Assessment Uniformity and Accuracy

Our informed staff are knowledgeable of regional and local markets, rather than just one city.

Trust and Transparency

We are committed to establishing a culture of trust and transparency by enforcing:

- Clear expectations for measurable success
- High level of assessment standards and professional conduct
- Required IT security training
- A commitment by staff to the function of valuing and classifying property for Hennepin County

Resources and Tools

- Our staff has access to tools such as aerial and streetview imagery, Marshall & Swift, RecordEase, GIS and licensed valuation publications.
- We use Open Book resources and options including a 'regional' Open Book with multiple locations and times.
- Our data is digitized and secure.
- We have direct access to legal counsel.



Experience & Expertise

Our team consists of 59 full time staff that collectively has hundreds of years of service and experience in the assessing profession. This does not include additional years of fee appraisal, construction, property management and other real estate experience. In addition, all of our staff receive professional education and continuing assessment training. We have 34 team members with assessment designations through the Minnesota State Board of Assessors, 26 of which are Accredited or Senior Accredited Minnesota Assessors, the highest level of accreditation given by the State Board of Assessors.

Our staff:

- Includes experts specializing in homesteads, exemptions, Veteran's Exclusions, Open Space, Green Acres, Local Board of Appeal and Equalization and tax court appeals
- Is qualified to appraise all property in Hennepin County
- Is specialized in dealing with executive homes, lakeshore and agricultural properties
- Has valuation modeling & statistical analysis experts
- Has direct access to IT/technical experts, legal experts, real estate tax experts, project managers, trainers and business analysts

Professional Staff

Our team consists of well-networked, well educated staff who have connections and resources with colleagues not only in the profession of assessing, but also with other county resources such as IT, project management, training and education. In addition:

- Many of our staff members are active in professional organizations, giving them better access to education and training resources, networking and a larger influence in guiding related state wide policies.
- You can have confidence and trust in staff that undergo background checks, driver's license validations and data security training.
- We engage our staff by offering fair compensation, good benefits, opportunities for growth and an inviting culture.
- We ensure stability and continuity of staff through mentoring and knowledge transfer.
- We do not use sub-contractors for appraisal staff.



City Council Resolution No. 2024-21

A RESOLUTION APPROVING A JOINT POWERS AGREEMENT WITH HENNEPIN COUNTY FOR ASSESSMENT SERVICES

WHEREAS, Minnesota Statutes Section 273.072 authorizes the County and any city or town lying wholly or partially within the County of Hennepin and constituting a separate assessment district to enter into an Agreement, pursuant to Minnesota Statutes Section 471.59, for the provision of assessment services in the city or town by the County Assessor; and

WHEREAS, the City of Long Lake lies wholly or partially within the County of Hennepin and constitutes a separate assessment district; and

WHEREAS, the City desires the County to perform property tax assessments on behalf of the City; and

WHEREAS, the City is willing to share all information, records, data, reports, etc., necessary to allow the County to carry out its responsibilities under this agreement; and

WHEREAS, the County is willing to cooperate with the City by completing property tax assessments in a proper manner; and

WHEREAS, on May 14, 2024, the Hennepin County Board of Commissioners approved a Resolution authorizing the County Administrator to negotiate Joint Powers Agreements with jurisdictions within Hennepin County with populations under 30,000 for local assessment services to be performed by the Hennepin County Assessor at no cost.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Lake hereby approve entering into a Joint Powers Agreement for Assessment Services with Hennepin County under the terms stated in the Agreement attached hereto; and authorizes the Mayor and City Administrator to execute said Agreement.

Adopted by the City Council of the City of Long Lake this 4th day of June 2024.

	BY:	
ATTEST:	Charlie Miner, Mayor	
 Jeanette Moeller, City Clerk		

JOINT POWERS AGREEMENT FOR ASSESSMENT SERVICES

THIS JOINT POWERS AGREEMENT ("**Agreement**") is made and entered into by and between the County of Hennepin, a body politic and corporate under the laws of the State of Minnesota (the "County"), and City of Long Lake (the "City").

RECITALS

- 1. WHEREAS, Pursuant to Minn. Stat. § 471.59, subdivision 1, the parties to this Agreement agree to exercise certain powers on behalf of the other or to cooperate with respect to their powers, to the extent and according to the terms provided herein;
- 2. WHEREAS, Minnesota Statutes Section 273.072 authorizes the County and any city or town lying wholly or partially within the County of Hennepin and constituting a separate assessment district to enter into an agreement, pursuant to Minnesota Statutes Section 471.59, for the provision of assessment services in the city or town by the county assessor;
- 3. WHEREAS, the City lies wholly or partially within the County of Hennepin and constitutes a separate assessment district;
- 4. WHEREAS, the City desires the County to perform property tax assessments on behalf of the City;
- 5. WHEREAS, the City is willing to share all information, records, data, reports, etc., necessary to allow the County to carry out its responsibilities under this agreement;
- 6. WHEREAS, the County is willing to cooperate with the City by completing property tax assessments in a proper manner; and

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT

- 1. <u>Recitals</u>. The foregoing recitals are incorporated in this Agreement.
- **2. Purpose.** This Agreement describes the duties and responsibilities of each of the parties related to the provision of assessment services to the City by the County.
- **3.** <u>Indefinite Term.</u> This Agreement shall become effective on the Effective Date and shall, unless otherwise terminated in accordance with the provisions hereof, continue in effect for an indefinite term of years.
- **4.** <u>Termination</u>. This Agreement may be terminated by either party, with or without cause, upon ninety (90) days' written notice.

5. County Responsibilities.

5.1 The County shall perform property assessments for the City in accordance with property assessment procedures and practices established and observed by the County, the validity and reasonableness of which are hereby acknowledged and approved by the City. Any such practices and procedures may be changed from time to time, by the County in its sole judgment, when good and efficient assessment procedures so require. Property assessments by the County shall be composed of those assessment services pursuant to Minnesota Law.

6. City Responsibilities:

- 6.1 The City shall provide to the County, at no cost, all information, records, data, reports, etc., necessary to allow the County to carry out its responsibilities hereunder, and the City agrees to cooperate in good faith with the County in carrying out the work under this Agreement.
- 6.2 The City shall provide to the County, at no cost, office space, office furniture, and personnel required by the County, as specifically set forth in Exhibit A, attached hereto and made a part hereof by this reference.
- 7. Non-Discrimination. In accordance with Hennepin County Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, ex-offender status or national origin; and no person who is protected by applicable Federal or State laws, rules and regulations against discrimination shall be otherwise subjected to discrimination.
- **8.** Independent Contractor. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties hereto or as constituting the City as the agent, representative or employee of the City for any purpose or in any manner whatsoever. Any and all personnel of City or other persons, while engaged in the performance of any activity under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the City, its officers, agents, City or employees shall in no way be the responsibility of the County, and City shall defend, indemnify and hold the County, its officials, officers, agents, employees and duly authorized volunteers harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including, without limitation, tenure

rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Reemployment Compensation, disability, severance pay and retirement benefits.

9. Indemnification.

- 9.1 <u>City</u>: The City agrees that it will defend, indemnify and hold the County, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the City, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The City's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.
- 9.2 <u>County</u>: The County agrees that it will defend, indemnify and hold the City, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the County, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The County's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.
- 10. <u>Limitation of Liability</u>. The County shall endeavor to perform all services called for herein in an efficient manner. The sole and exclusive remedy for any breach of this Agreement by the County and for County's liability of any kind whatsoever, including but not limited to liability arising out of, resulting from or in any manner related to contract, tort, warranty, statute or otherwise, shall be limited to correcting diligently any deficiency in said services as is reasonably possible under the pertinent circumstances.
- 11. <u>Dispute Resolution</u>. The parties will use a dispute resolution process for any unresolved dispute between the parties before exercising any legal remedies. The dispute resolution process is a three-level dispute resolution ladder that escalates a dispute from the project management level through the executive management level. At each level of the dispute resolution process, the parties' representatives will meet and explore resolution until either party determines that effective resolution is not possible at the current level and notifies the other party that the process is elevated to the next level. The parties designate the following dispute resolution representatives: *County Assessor, Assistant County Administrator Resident Services, County Administrator*.

The parties will complete the dispute resolution process in good faith before resorting to any other legal process or remedy.

- **12.** <u>Force Majeure.</u> If a force majeure event occurs, neither party is responsible for a failure to perform or a delay in performance due to the force majeure event. A force majeure event is an event beyond a party's reasonable control, such as unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.
- **13.** <u>Records.</u> All records kept by the County and Council with respect to the Combined Project are subject to examination by representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by the County and Council under this Agreement are governed by Minnesota Statutes, Chapter 13 ("Act"), and the Minnesota Rules implementing the Act.
- **14.** <u>Audit.</u> Under Minnesota Statutes, Section 16C.05, subdivision 5, the parties agree that the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this Agreement.
- **15.** <u>Notice</u>. Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

TO CITY: City Administrator

City of Long Lake

450 Virginia Avenue, PO Box 606

Long Lake, MN 55356

TO COUNTY: Hennepin County Administrator

2300A Government Center Minneapolis, MN 55487

copies to: County Assessor

Hennepin County

2103A Government Center Minneapolis, MN 55487

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the second business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

16. <u>Amendment.</u> Any modifications to this Agreement will be in writing as a formal amendment.

- **17.** Entire Agreement. This Agreement is the entire agreement between the parties and supersedes all oral agreements and negotiations between the parties relating to this Agreement. All exhibits and attachments to this Agreement are incorporated into the Agreement. If there is a conflict between the terms of this Agreement and any of the exhibits the Agreement governs.
- **18.** Severability. The provisions of this Agreement are severable. If a court finds any part of this Agreement void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement. A waiver by a party of any part of this Agreement is not a waiver of any other part of the Agreement or of a future breach of the Agreement.
- **19.** Counterparts. This Agreement may be executed in multiple counterparts, all of which when taken together shall compromise one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or electronic transmission (e.g., 'pdf' or 'tif') shall be effective as delivery of a manually executed counterpart of this Agreement.
- **20.** Effective Date. This Agreement will be effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). Each party is signing this Agreement on the date stated below that party's signature.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

COUNTY BOARD AUTHORIZATION

Reviewed by the County Attorney's	COUNTY OF HENNEPIN				
Office	STATE OF MINNESOTA				
	By:				
Assistant County Attorney	By: Chair of Its County Board				
Date:	A THEFT CATE				
	ATTEST: Deputy/Clerk of County Board				
	Date:				
	By: County Administrator				
	Date:				
	By: Assistant County Administrator - Residential Services				
	Date:				
Recommended for Approval					
By:	_				
County Assessor/Director,					
County Assessor Department					

CITY OF LONG LAKE AUTHORIZATION

CITY OF LONG LAKE
By: Charlie Miner, Mayor
Date:
By:Scott Weske, City Administrator
Date:

EXHIBIT A (Assessment Services – City of Long Lake)

During the contract term, the City shall:

1. The CITY agrees to furnish, without charge, secured office space as needed by the COUNTY at appropriate places in the CITY's offices. Such office space shall be sufficient in size to accommodate reasonably one (1) appraiser and any furniture placed therein. The office space shall be available for the COUNTY's use upon request during typical business hours, and during all such hours the COUNTY shall be provided with levels of heat, air conditioning and ventilation as are appropriate for the seasons.