



CITY COUNCIL MEETING

February 20, 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 February 6, 2024 City Council Work Session

[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.](#) Adopt 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 Amended 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

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.](#) Ordinance Amending Certain Parking Requirements by Use and Updating Parking Regulations for the Storage of Boats, Trailers and Recreational Vehicles

[B.](#) Approval of T-Mobile Lease Extension

[C.](#) Updates Regarding Fire Department Matters

8. Other Business

9. Adjourn

UPCOMING MEETINGS & OTHER DATES OF NOTE

Monday, February 19 / City Offices Closed - Presidents' Day

Tuesday, February 27 (5:00 pm) / TENTATIVE Special City Council Work Session

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

Tuesday, March 5 / Presidential Nomination Primary Election Day

Thursday, March 7 (5:00 or 5:30 pm) / City Council Work Session

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

Tuesday, March 12 (6:30 pm) / Planning Commission 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 6, 2024**

CALL TO ORDER

The meeting was called to order at 5:32 pm.

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

Staff Present: City Administrator: Scott Weske; Public Works Director: Sean Diercks; Finance Director: Amanda Nowezki; and City Clerk: Jeanette Moeller

Absent: None

APPROVE AGENDA

A motion was made by Feldmann, seconded by Miner, 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

A. Discuss 4th Quarter 2023 Financial Reporting Results

Finance Director Nowezki reviewed the fourth quarter 2023 financial report results and noted that they had not yet been audited. The auditors are currently working to complete and prepare the 2023 audit documents. She observed that the year-end numbers came in fairly well, including the enterprise funds and the Fire Department fund. She pointed out that the City had covered the costs for the Fire Department’s duty crew pilot program that was ultimately reimbursed by grant money, but explained that was not included in the Fire Department calculations.

Council member Kvale mentioned that it appeared the City had budgeted for \$1,100 as revenue for animal licenses and the City received \$105.

Nowezki explained that was a carry-over from 2022 and clarified that the City issues animal licenses every other year, so the bulk of the revenue occurs in the first year of the license renewal period.

Council member Dyvik asked about Water Fund 601 and the interest earned.

Nowezki responded that she had asked City Administrator Weske if they could remove showing interest from budgeted items because the interest is based on the investment funds. In 2022, the City had about \$100,000 in unrecognized/unrealized losses, but that has to be recorded per the audit which was why she had asked that they not budget anything for this because they are unrealized numbers. She added

that she did not believe the City should be held to a budget for an unrealized gain. The \$46,000 Council member Dyvik referenced was being reinvested.

Council member Dyvik pointed out that the line item for water meter sales shows \$0 in the budget, but actual was \$14,000.

Nowezki clarified that the City does not anticipate water meter sales when budgeting as they are essentially an 'in and out'/pass-through item with income and expense. She'd spoken with City Administrator Weske about that as well because she prefers not to budget for items that the City does not control or that are a pass-through as it can get very confusing.

Council member Dyvik observed that the City had changed the utility billing and rates. For the last few years the Council has been talking about how deep in the hole the utility funds were, and he questioned whether the 2023 numbers show that the City is actually climbing out of the hole.

Nowezki reviewed and displayed a cash balance report and reported that as of January 31, 2024, the Sewer Fund balance is currently at \$122,818 and in the black, which is a change from being about \$250,000 in the red two years ago. The only fund that is negative right now is the Recycling Fund and staff is working very hard to get that back to the positive side.

Council member Dyvik stated that he would like to see a graph or chart that shows the last few years for the enterprise funds so that, for example, they can review the Sewer Fund and see if it has been trending up or down.

Weske noted that this information would be included in the auditors' Management Report.

Council member Dyvik questioned why the reporting shows such a big actual over the budget in the General Fund.

Nowezki replied that much of the difference was attributable to permit revenue.

Council member Dyvik understood that means the influx of revenue was a one-time thing that the City would not necessarily see again. He asked where the City's legal fees were coming from.

Nowezki explained that they were coming out of the General Fund and gave an overview of how she had separated the normal legal fees from the additional ones related to the fire services contract enforcement activities. She added that she was hoping those additional legal fees would also be a one time/one year situation for the City.

Council member Dyvik inquired whether any of the amounts depicted for legal fees were amounts the City would get back.

Nowezki confirmed that was the case and stated that she had been working with the attorneys for the audit purposes. She clarified how the amounts were allocated for City Attorney John Thames for regular City business versus fire related legal expenses, as well as Larkin Hoffman for their fire related legal fees. She noted that the Professional Services expenses were for the public relations firm's services. She indicated that she was planning to keep the City Council informed all year long about the state of the 101 Fund.

Council member Dyvik commented that he felt the City should use the ‘turnback’ fund for some of these expenses.

Nowezki mentioned that the fund Council member Dyvik was referring to has had a name change and was now called the Capital Project Fund. She encouraged the Council to keep in mind that those funds were earmarked for large road projects, and while the number may look big on paper, the funds can go pretty quickly.

Council member Dyvik clarified that he did not intend to tap out the fund, but he felt it could be used as a ‘rainy day’ fund to be used when necessary.

Weske added that they had used the fund a bit in the last few years for purchases like the payloader.

Mayor Miner thanked Finance Director Nowezki and shared that the Council really finds this information helpful.

B. Public Works Department Staffing Discussion

Public Works Director Diercks reported that he was looking at promoting one of the City’s current employees from a Maintenance Worker II to a Lead Maintenance Worker position. He reviewed the recent history of staffing within the Public Works Department and pointed out that the Department is currently down to two regular staff. They have hired back one of the seasonal employees who’d worked last summer and has applied for the Maintenance Worker I position – he will be interviewed later this week. Don “Luke” Laakkonen has been with the City for 40 years as of May 1, 2024. Diercks stated that Mr. Laakkonen is a responsible worker who is always at work when he is supposed to be, does not complain too much, and has been dedicated to the City the entire time he has worked here.

City Clerk Moeller added that when Mr. Laakkonen works with new employees and seasonal workers, he has been incredibly patient and does an amazing job communicating with them.

Diercks indicated he is requesting that the Council consider promoting Mr. Laakkonen to the Lead Maintenance Worker position which would be reclassified to a salary position. He reviewed salary details for the proposed position, as well as on-call and time off expectations.

Mayor Miner asked if the time off expectations reflected what Mr. Laakkonen wanted or what the City wanted.

Diercks explained that they were looking at reducing the liability that the City pays for being on call.

Moeller noted that the proposed salary would not have a giant impact on the budget, because in Mr. Laakkonen’s current position, he was budgeted to earn a salary that was about \$1,200 less, because it included overtime.

Diercks assured the Council that Mr. Laakkonen has signed off on what he was proposing and was just awaiting Council approval.

Moeller reiterated that she feels Mr. Laakkonen has the ability to be a great mentor to incoming staff and has always been reliable and consistent.

Dyvik asked if Public Works Director Diercks was confident in Mr. Laakkonen's capabilities.

Diercks confirmed that he was confident in his abilities and noted that he is a really good Public Works employee. He stated that there will be a learning curve, including the new SCADA system, but he feels that they will be able to attack it together. He stated that he would agree with the comments made by City Clerk Moeller that Mr. Laakkonen is patient with the employees during training and observes and corrects rather than scolding them.

Moeller noted that if approved by Council, this action would empower Mr. Laakkonen to do what he has already been doing in serving as Public Works Director Diercks' right hand. In his current position, he doesn't necessarily have that power and authority.

Diercks confirmed that was correct because Mr. Laakkonen is just one of the regular co-workers.

The Council discussed the open Public Works positions and details/requirements and differences between the Maintenance Worker I and Maintenance Worker II positions.

Diercks reported that they have received three external applications and one application from an internal candidate. He had spoken with Orono Public Works staff as they'd had a similar position open. Orono apparently received 23 applications, though their starting wage is a bit higher at \$32/hour. He mentioned that City Administrator Weske had found a Public Works apprentice program that is being offered by the City of Red Wing which he'd found intriguing, and he believed it may be worth looking at more closely. He shared some details of his understanding of how an apprenticeship program could work, with the goal of preparing an apprentice for a Maintenance Worker I position.

Mayor and Council members were supportive of exploring a potential Public Works apprenticeship program.

Mayor Miner reflected that outside of this proposed promotion for Mr. Laakkonen, he felt the City should do something to honor his 40 years of service to the City.

C. Discussion Regarding Hanging Planters for Downtown Area

Diercks advised that the City had budgeted between \$3,000 and \$4,000 for the hanging baskets downtown and staff had the idea of possibility of spending some of the money that they had allocated for the hanging baskets for use to help beautify the BP lot with help from the Long Lake Garden Club.

Weske clarified that the idea would essentially be to reallocate some of the funds to beautify the BP corner with someone that wants to do the work, such as the Garden Club.

Council member Dyvik stated that he had gotten a lot of comments from people who really love the hanging planters, though he was aware that watering them can be a pain for the Public Works Department.

Diercks shared that there is a former Council member who has indicated a desire to potentially become a seasonal worker, so his idea would be to try to make watering the planters part of that person's duties.

Council member Dyvik indicated that he does not want to see the baskets go away. He reminded the Council that they'd initially said that the City would pay for them at the start, but then would try to get the businesses to participate in the cost, and he did not recall there being follow through with getting participation from the businesses. He reiterated that he really likes the baskets and does not want to eliminate them.

Council member Joyce asked if the baskets were located on every pole.

Diercks responded that there are two on every pole so there is total of 32 baskets.

Council member Joyce suggested the idea of only putting them on every other pole which would cut the total number in half.

Moeller wondered whether another idea would be to not water them on the weekends.

Nowezki mentioned that would also be her recommendation.

Diercks pointed out that if they were not planning to water them on the weekends they may as well not water them at all.

Nowezki explained that there can be times where the City ends up paying a Public Works staff member \$60 an hour to water plants on a weekend day.

Diercks confirmed that they truly need to be watered every 24 hours because otherwise they are bone dry.

Council member Dyvik noted that he had been speaking to the person who had designed the banners for the downtown area and had asked if she had any new ideas for the City. She had been speaking with the school art department about the possibility of incorporating local Long Lake kids art. He reported that he had asked her to send him some examples.

Moeller and Council member Joyce commented that the person the City worked with for the new logo may also have some ideas or be another option for banner design.

Mayor Miner asked how long the Council had before they would need to make a decision regarding the planters.

Diercks explained that Gregor Farms would like an answer as soon as possible.

Council member Dyvik sought a reminder on what the baskets would cost.

Diercks replied that the cost is around \$3,400.

Council member Joyce reiterated her suggestion that they just put the hanging baskets on every other pole and cut the costs in half.

Nowezki asked if there may be a way to put artificial plants in them so there wasn't a need to water.

Diercks added that watering the baskets takes one hour.

Nowezki noted that Public Works is paid a minimum of two hours if they come in on a weekend.

Diercks added that they end up combining watering with other duties on weekends to fill the two hours.

Council member Dyvik emphasized that he would like to continue having the planters, and expressed interest in finding a way to improve the appearance of the BP lot.

Diercks responded that staff could take a look at options and see if they can find a way to do both.

Mayor Miner suggested that perhaps businesses would be able to step in and help.

Council member Dyvik indicated that he did not understand what the BP lot concept would end up looking like and asked if the idea was just to hand over the money to the Garden Club and let them do whatever they want. He asked if staff had examples of what other cities have done with similar lots.

Diercks stated that he cannot answer that because he didn't know what the City wanted to see in that lot.

Council member Dyvik questioned whether this was a request from the Garden Club.

Diercks replied that it was not, and planters for the BP lot had been an idea that staff was bringing up for consideration.

Moeller observed that the City could just buy a planter for the BP lot and task the Garden Club with maintaining it.

Council member Joyce asked if the City could task the Garden Club with watering the baskets.

Moeller stated that they could not use the necessary equipment.

Weske added that the City would not want the Garden Club volunteers to be vulnerable in the right-of-way.

Council member Joyce voiced support for cutting the number of baskets in half to reduce costs a bit and using what is left to partner with the Garden Club on beautifying the BP lot.

Council member Kvale commented that she likes the baskets as they are and believes that flower pots can get very expensive.

Weske believed that the Garden Club probably would have spare pots available in their garages that could be used and may be willing to donate them for the cause.

Council member Dyvik pointed out that if they were going to do something like for the lot, it should be planned and designed.

Moeller suggested the Council determine what they want to do about the baskets, and then consider asking the Garden Club to propose a concept for some type of planters at the BP lot.

Diercks confirmed that from what he was hearing from the Council, they would prefer to keep all the hanging baskets.

Mayor Miner noted that for the BP lot, they would not want to do anything too permanent and any planters would need to be removable.

Nowezki added that when the City does something like that for a community and later takes it down for development, they may run into a situation where the residents think that the City has taken away their 'park'.

Moeller recalled that one of the deed restrictions that stayed with the property was that it could not be used for park purposes.

Nowezki indicated that she believes the City needs to find a way to improve the lot's appearance without making it look permanent so that residents don't end up thinking that the City is tearing down parks in order to put up a building.

Weske stated that he thought perhaps at the end of the season, planter flowers could be planted somewhere else in the City permanently if they selected perennials rather than annuals.

OTHER BUSINESS/WORK SESSION COUNCIL REPORTS

No other business was discussed.

ADJOURN

Hearing no objection, Mayor Miner adjourned the meeting by general consent at 6:25 pm.

Respectfully submitted,

Scott Weske
City Administrator



**MINUTES
CITY COUNCIL MEETING
February 6, 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; City Clerk Moeller; City Attorney Thames; Public Works Director Diercks

Absent: None

PLEDGE OF ALLEGIANCE

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

Mayor Miner offered the following comments and updates:

Other than experiencing record warm temperatures, it had been fairly quiet in the City recently. He noted that it has been nice to see residents out walking and enjoying the warm weather.

He reported that there were updates from the previous week related to the Fire Department issues but stated those would be covered as a separate item later in the agenda.

He added that the Council had just finished a work session meeting at which they had discussed the fourth quarter 2023 financial report results, staffing for Public Works, and the planter baskets for the downtown area.

APPROVE AGENDA

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

CONSENT AGENDA

The Consent Agenda consisted of the following:

- A. Approve Minutes of January 16, 2024 City Council Work Session Meeting
- B. Approve Minutes of January 16, 2024 City Council Meeting
- C. Approve Vendor Claims and Payroll
- D. Receive 4th Quarter 2023 Revenues and Expenditures as of December 31, 2023, as presented
- E. Appoint Arlo Vande Vegte as a Volunteer Research/Legal Assistant to the City Attorney and Special Counsel in the Matter of Long Lake V. City of Orono
- F. Adopt Resolution No. 2024-07 Appointing Election Judges for the 2024 State Presidential Nomination Primary, Hennepin County Commissioner District 6 Special Primary, Hennepin County Commissioner District 6 Special General, State Primary, and State General Elections and Establishing an Absentee Ballot Board

- G. Adopt Resolution No. 2024-03 Approving DISH Ground Lease and Crown Castle Consent to Install Contemplated Improvements
- H. Adopt Resolution No. 2024-04 Accepting the Donation of Equipment Items to the City of Long Lake for the Long Lake Fire Department

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

OPEN CORRESPONDENCE

Kelly Grady, 271 Greenhill Lane – Ms. Grady commented that she wanted to reiterate her amplified concerns related to fire service. She stated that she cares deeply for the firefighters, the Long Lake Fire Department, the safety of the community, and the citizens that the Department serves. She noted that she feels that as the conflict regarding the future of fire services rages on, it puts the citizens at increased risk. She asked that the Council continue to work towards the goal of a shared services agreement with their neighbors. She encouraged citizens to engage in the process and write to the Council to show that they care about this vital service. She explained that she had already dedicated a year of her life to championing the Long Lake Fire Department and did not intend to stop.

BUSINESS ITEMS

A. Establish a Public Works Lead Maintenance Workers Position; Promote Don Laakkonen to the Position of Lead Maintenance Worker and Approve a Salary Step Increase

Public Works Director Diercks recalled that the Council had discussed this during the work session. He explained the request for establishing a Public Works Lead Maintenance Worker position and outlined some of the job duties that would go along with the role. He stated that he was also asking that Don “Luke” Laakkonen be promoted to that new position effective tonight. Mr. Laakkonen began working at the City in 1985 and is a 40-year employee of the Public Works Department. He added that Mr. Laakkonen is a very dedicated employee and knows the ins and outs of the City.

Mayor Miner pointed out that a 40-year employee is pretty unheard of in this day and age. He mentioned that it had come up during the discussion at the work session how good of a mentor Mr. Laakkonen has been to new employees and seasonal workers.

A motion was made by Kvale, seconded by Feldmann, to adopt Resolution No. 2024-05 establishing a Public Works Lead Maintenance Worker position and amending the City’s 2024 salary plan. Ayes: all.

A motion was made by Kvale, seconded by Feldmann, to adopt Resolution No. 2024-06 promoting Don “Luke” Laakkonen to the position of Public Works Lead Maintenance Worker and improving a salary increase as proposed. Ayes: all.

B. Request for City Participation in the Purchase of Battery Powered Extrication Tools for the Long Lake Fire Department

Fire Chief Heiland reviewed some of the recent equipment items purchased by the Long Lake Firefighters Relief Association and donated to the City for use by the Fire Department.

Deputy Chief Gonsier shared details related to the request for participation from the City in the purchase of battery powered extrication tools and how they would be used. He noted that there may be the opportunity to sell the existing equipment in order to recoup some of the money.

Council member Dyvik asked if this equipment would go on the new utility truck.

Gonsier responded that the equipment would go onto the existing utility truck and then would be transferred to the new truck when it arrives.

Mayor Miner asked if the equipment was essentially like the 'jaws of life' that people used to refer to.

Gonsier confirmed that it was essentially the same thing.

Council member Feldmann recalled that the old one used to be hydraulic with hoses dragging from the truck.

Gonsier agreed and noted that with the older version they were limited by the length of hose they had available. The new unit has a portable pump so they will not be limited by hose.

Council member Dyvik asked if the procedure for use of this equipment was different between a regular vehicle and an electric vehicle.

Gonsier explained that the difference would basically be knowing where and where not to cut an electric vehicle.

Mayor Miner read aloud language from the fire service contract with the City of Orono pertaining to purchases and explained that this would typically be categorized as a capital expense. He indicated that the last statement from the City of Orono regarding capital expenditures was from September 2022 where their City Administrator had written that Orono would not be approving the 2023 capital budget, were committed to ensuring that the Department had the equipment to perform their mission, and would be open to equipment purchases on a case by case basis. He stated that he felt this purchase was something that they could approach Orono with; however, with the ongoing legal issues he felt that may delay things. He commented that this would be equipment that the Department would want to continue to use after the contract expires and asked for the Council's opinion on purchasing this equipment as a City versus going to the City of Orono for participation.

Council member Feldmann stated that he would be in favor of moving ahead and contributing to the purchase of this equipment as a City.

Council member Kvale questioned how much the Relief Association was planning to contribute.

Council member Feldmann clarified that the Relief Association planned to contribute whatever the City does not contribute. He added that the reality is that this is a piece of equipment that will make the Department more effective.

The Council discussed the possible market value and costs that may be recouped from the sale of the old equipment.

City Clerk Moeller reviewed the rationale behind the proposed separate motions.

Council member Dyvik asked who owned the current extrication equipment.

Mayor Miner stated that he believed it was the City of Long Lake.

City Administrator Weske suggested that the Council could choose to have any funds that may come from the sale of the old equipment as a reimbursement into the 205 Fund, similar to what had happened with the radios.

Council member Dyvik highlighted that the staff report says that the City's contribution would come from Fund 462. He indicated that he thought that was also the fund that the new truck/engine would be coming from and expressed concern about zeroing out the account.

Weske confirmed that was the current plan and agreed that the fund would be negative.

The Council discussed possible City contribution amounts that they would be comfortable with for the purchase of the equipment.

Council member Dyvik voiced that he was just trying to be mindful that the City had committed a lot of money over the last year to purchases like the used engine and utility truck.

A motion was made by Feldmann, seconded by Miner, to authorize a City contribution in the amount of \$7,000 towards the purchase of powered extrication tools and batteries for U11. Ayes: all.

A motion was made by Feldmann, seconded by Miner, to adopt Resolution No. 2024-08 accepting a donation from the Long Lake Firefighters Relief Association to the City of Long Lake for the purchase of battery powered extrication tools for the Long Lake Fire Department. Ayes: all

Mayor Miner mentioned that during the work session the Council had received an update from Finance Director Nowezki who'd shared that the Fire Department, despite having record call volumes in 2023, appears to have come in under budget. He added that she still had to crunch a few numbers, but wanted to express his appreciation to the Fire Department leadership for their work to make that happen.

In other news, Heiland reported that they received a resignation today from a firefighter who is on St. Paul Fire full-time. The firefighter had wanted to give it a try but working two jobs with two young kids wasn't working for him and his family. His departure wouldn't really cost the City anything because he had come with his own equipment. The Department had also interviewed a new candidate last night who received good reviews. He concluded by sharing that the Department had 32 calls in the month of January.

C. Reschedule March 5, 2024 City Council Meeting Due to Presidential Nomination Primary (PNP) Election Day

Moeller stated that due to the Presidential Nomination Primary election, the City Council will need to reschedule their March 5, 2024 meeting. Staff is recommending that they reschedule for Wednesday or Thursday of the same week.

A motion was made by Feldmann, seconded by Miner, to reschedule the March 5, 2024 City Council meeting due to Presidential Nomination Primary Election Day to March 7, 2024. Ayes: all.

D. Updates Regarding Fire Department Matters

Mayor Miner reported that last week had been a busy one for both Council and staff. He and Council member Dyvik had attended the court ordered mediation with the City of Orono on January 30 which lasted from about 9:00 am to 1:00 pm. Mayor Miner didn't feel that there were any real results that came out of the mediation session. Despite the City of Long Lake coming to the table prepared to compromise and meet halfway, efforts were not successful. On February 1, 2024 there was a court appearance for a follow up hearing with the Judge in the matter of City of Long Lake v. City of Orono to determine whether or not Orono has: hindered the City of Long Lake and the Long Lake Fire Department when it came to recruiting and hiring for the Department; and whether they would hinder the Department's ability to operate out of Station 2 in the Navarre area. They had also brought forward what they believe were additional violations of the temporary injunction and order of contempt. He stated that both cities gave testimony during the hearing which began at 10:00 am and went to about 4:30 pm. Both sides were directed to submit summaries and written conclusions as of the end of business yesterday, which had been done. The Judge now has up to 90 days to rule on the matter, but in the past she had ruled within a few weeks. He reviewed possible outcomes and rulings that may come forward.

Council member Kvale expressed her appreciation to the people that took the time to testify and all the effort that went into it, including Mayor Miner and Chief Heiland.

Mayor Miner commented that he felt Chief Heiland did an excellent job and noted that they also called an expert witness who was the former Brooklyn Park Fire Chief; had also been the Interim Chief for the Excelsior Fire District around 2019; Fire Chief in Wichita Falls, Texas; and had been named the 2022 Fire Chief of the Year for the state of Texas. The witness was able to give testimony on things that people who are not in fire service would have a lot of knowledge about. Mayor Miner recalled that the courtroom seats were full with residents from both cities as well as staff and elected officials. He noted that the full City Council was able to attend. He thanked them for making time in their schedules because he felt it was good for them all to hear things directly and be able to get the full picture.

OTHER BUSINESS

Scheduling a Closed Session - Mayor Miner suggested planning for a Closed Session meeting to discuss the possible ruling related to the Fire Department contract issues with the City's legal team. Council member Kvale advised setting aside some possible dates for the meeting to prepare for officially scheduling it once the Judge's ruling arrives. Mayor and Council discussed possible meeting dates for a Closed Session. Moeller indicated that she would check legal counsel's availability for February 20, 27, and March 7, 2024 for a Closed Session meeting.

Rain Barrel Program – Council member Joyce indicated that she and Moeller will be been working on putting together information about rain barrels that will be offered by the Long Lake Waters Association at a discounted rate for citizens who are interested. Moeller confirmed that she had not yet received a specific contact to refer interested residents to for requesting a rain barrel.

Park Board Liaison Report – Council member Joyce reported that the Park Board met last night and had recommended appointment of a new Chair and Secretary. She felt the Board had a really good

discussion about grants for park and trail projects. She shared some possible grant options and stated that the Board would like to be placed on an upcoming Council agenda. Moeller mentioned that they could potentially plan for joint discussion at the March 7, 2024 City Council work session, as long as that is not the night the Closed Session would be held. Council member Joyce noted that the grant applications were due March 29, 2024 so they would still have time, but would still have that as their deadline. Council member Dyvik asked if they may want to include the Orono Youth Hockey Association in the meeting related to a possible grant application for skating facility improvements at Holbrook Park. Council member Joyce commented that she felt the Council should talk about some ideas first and then share information with them. The Park Board had a lot of ideas including some cool concepts for revamping the rink and making it a really cool functional space for the summertime as well. Council member Dyvik noted that one thing that had come out of his and Weske's meeting with the OYHA is that the rink is not level, so grading the rink area to get it level would probably be a first step. Council member Joyce indicated that she believes the Park Board's ideas included repositioning the rink, paving, and piping underneath which could allow for a splash pad during the summertime. She gave a brief overview of some of the other ideas that were brought up during their discussion. Council member Dyvik recalled that he had also heard the suggestion of having hockey during the winter and pickleball during the summer months. Council member Joyce reiterated that she and the Park Board would bring more details to an upcoming work session for further discussion.

Streaming of Meetings - Moeller noted that they had experienced a few kinks during the early portion of the Council meeting, but tech support had been available via text to assist in resolving those issues to allow broadcasting a livestream of the meeting. Mayor Miner observed that the City had not really publicized the livestream capabilities yet. Moeller confirmed Mayor Miner was correct and added that she would like to have one more meeting where they can work out any additional bugs before they publicize the streaming option.

Listserv Changes - Mayor Miner sought an update on the upcoming City Listserv refresh. Moeller explained that she is working on migrating the Listserv email subscriber list to the platform offered by the City's new website and had sent out a message asking everyone to 'resubscribe'. Her goal is to discontinue the old platform by the end of the month, and she encouraged everyone to resubscribe to the new system.

ADJOURN

Hearing no objection, Mayor Miner adjourned the meeting by general consent at 7:31 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 / February 20, 2024

SUBJECT: Approve Vendor Claims and Payroll

Prepared By: Amanda Nowezki, Finance Director

Report Date: 2/14/2024

Recommended City Council Action

Staff recommends the following:

Motion to approve vendor claims paid in the amount of \$200,383.95 and electronic vendor payments in the amount of \$3,788.92 for a total amount of **\$204,172.87**; January Fire Department Duty Crew payroll in the amount of **\$5,550.00**; February City Council monthly payroll in the amount of **\$1,300.00**; and gross City Employee payroll paid February 8 in the amount of **\$24,957.72**.

Overview / Background

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

Supporting Information

- Listing of Claims Paid
- Electronic Vendor Payments
- Fire Department Duty Crew payroll
- City Council Payroll
- Biweekly Payroll



LONG LAKE, MN

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Section 5C.

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*Check Summary Register©

Checks 70207-70244

Name	Check Date	Check Amt	
10100 GENERAL FUND CASH			
70207	Advanced Imaging Solutions	2/8/2024	\$78.76 Copier Contract Maint - Feb 2024
70208	ASPEN MILLS	2/8/2024	\$132.50 FD Uniforms - Assist Fire Chief Chest Badge
70209	CARSON, CLELLAND & SCHRED	2/8/2024	\$6,394.00 Jan Legal Fees-FD Contract Dispute; Station 2
70210	CENTERPOINT ENERGY	2/8/2024	\$3,651.72 Gas Charges - 450 Virginia
70211	CENTRAL HYDRAULICS	2/8/2024	\$614.76 PW Truck Repairs; Pins, Shaft and Seals
70212	CITY OF LONG LAKE	2/8/2024	\$515.83 Jan 2024 Utility Bills - 450 Virginia
70213	CITY OF ORONO	2/8/2024	\$189.94 FD2 - Water/Sewer Bill - 3770 Shoreline Dr (12
70214	CORE & MAIN LP	2/8/2024	\$156.76 Hydrant Lock for Symes-Having issues with Aa
70215	FIRSTNET (AT&T)	2/8/2024	\$503.51 FD1 WIRELESS SERVICES (12/26/23-01/25/2
70216	GOPHER STATE ONE CALL	2/8/2024	\$81.05 Jan 2024 Locates
70217	HENNEPIN CTY INFO. TECH. DE	2/8/2024	\$2,555.47 PW Radio Fees-Jan 2024
70218	HERALD JOURNAL PUBLISHING	2/8/2024	\$165.20 Newspaper Ad-Job Positng PW
70219	LEAGUE OF MN CITIES	2/8/2024	\$69,068.00 2024 Worker's Comp Renewal - CH 8810
70220	MEDIACOM	2/8/2024	\$940.45 FD1 Phone/ Internet Services - (2/7/24-3/06/24
70221	METROPOLITAN COUNCIL	2/8/2024	\$21,005.11 Waste Water Services -March 2024
70222	MIDCOUNTRY BANK	2/8/2024	\$75.00 Safe Deposit Box Rent
70223	MN DEPT OF LABOR & INDUSTR	2/8/2024	\$10.00 Pressure Vessel - 3770 Shoreline Dr
70224	NAVARRE MINNOCO	2/8/2024	\$246.86 FD FUEL - Jan 2024
70225	NORSKE ELECTRIC, INC	2/8/2024	\$972.96 FD2 Electrical Repairs-Replace LED lights, Cei
70226	ODP Business Solutions, LLC	2/8/2024	\$106.54 CH Office Supplies - File Folders, Binders, Env
70227	Premium Waters, Inc.	2/8/2024	\$4.32 Bottled Water - Feb 2024
70228	SUMMIT FIRE PROTECTION, CO	2/8/2024	\$968.00 PW-Annual Sprinkler Inspections
70229	TIMESAVER OFF SITE	2/8/2024	\$413.00 1/9 Planning Comm Mtg Minutes
70230	WRIGHT-HENNEPIN SECURITY	2/8/2024	\$251.60 Feb 2024 Security-450 Virginia
70231	ONE STOP AUTO SERVICE	2/13/2024	\$20.00 Was Ck#69877
70232	ABDO LLP	2/14/2024	\$22,000.00 2023 Audit Progress Bill
70233	CITY OF WAYZATA	2/14/2024	\$27,673.00 Police Services - March 2024
70234	ECM PUBLISHERS, INC.	2/14/2024	\$61.88 Newspaper-03/05 PH Primary Election
70235	FIRE SAFETY USA, INC.	2/14/2024	\$323.04 FD-Hydrant Bag
70236	Kirvida Fire, Inc.	2/14/2024	\$1,825.38 FD2 Engine #22 - Spartan; Replace master pu
70237	LARKIN HOFFMAN	2/14/2024	\$28,035.01 FD CONTRACT DISPUTE W/ORONO - Jan 20
70238	MN State Fire Chiefs Assn.	2/14/2024	\$795.00 Department Membership - 2024
70239	MN VALLEY TESTING LAB	2/14/2024	\$48.50 Monthly Chlorine Report
70240	NORTH MEMORIAL EMS	2/14/2024	\$660.00 FD Training-Variance Training/EMT Refresher
70241	SUTTONS ADVANCED CLEANIN	2/14/2024	\$1,293.33 FD1 Cleaning Services - Feb 2024
70242	UnitedHealthcare	2/14/2024	\$3,789.08 MEDICAL INS - Feb 2024
70243	WASTE MANAGEMENT- of WIMN	2/14/2024	\$4,097.70 Recycling Services - Feb 2024
70244	Xcel Energy	2/14/2024	\$660.69 Electricity 12/25/23-01/25/24 - CH
Total Checks			\$200,383.95



LONG LAKE, MN

*Check Detail Register©

Checks 70207-70244

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 GENERAL FUND CASH					
70207	02/08/24	Advanced Imaging Solutions			
E 101-41500-4135		Copier Maintenance	\$64.00	INV323878	Copier Contract Maint - Feb 2024
E 101-41910-2010		Office Supplies	\$14.76	INV324393	Copier Toner Freight
		Total	\$78.76		
70208	02/08/24	ASPEN MILLS			
E 205-42281-2410		Fire Department Uniforms	\$132.50	327237	FD Uniforms - Assist Fire Chief Chest Badge
		Total	\$132.50		
70209	02/08/24	CARSON, CLELLAND & SCHREDER			
E 101-42110-3120		Legal Fees - Civil	\$2,907.25	5031	Jan Legal Fees-FD Contract Dispute; Station 2 plans and Review, Prep for hearing, Corr, etc
E 205-42280-3120		Legal Fees - Civil	\$275.50	5031	Jan Legal Fees-FD Vendor claims/contract, ESST, Confrence w/chief and mayor regarding station
E 101-41610-3120		Legal Fees - Civil	\$1,587.75	5031	Jan Legal Fees-CH LMCC Lease, MGDPA Issue, Tmobile Lease, Misc Corr
G 700-29299		445 Willow TMobile Tower	\$348.00	5031	Jan Legal Fees-Tmobile lease draft, review title, and Corr
G 700-29328		1345 Wayzata Blvd-DISH	\$275.50	5031	Jan Legal Fees-Dish; Review Finalized Lease, Corr w/Reps
E 101-41610-3040		Legal Fees - Criminal	\$1,000.00	5031	Jan Legal Fees-Criminal
		Total	\$6,394.00		
70210	02/08/24	CENTERPOINT ENERGY			
E 101-41940-3830		Natural Gas Expense	\$379.43	022324	Gas Charges - 450 Virginia
E 205-42282-3830		Natural Gas Expense	\$1,044.80	022324	Gas Charges - 340 Willow
E 205-42286-3830		Natural Gas Expense	\$651.62	022324	Gas Charges - 3770 Shoreline
E 101-41942-3830		Natural Gas Expense	\$1,286.40	022324	Gas Charges - 2145 Daniels
E 602-49450-3830		Natural Gas Expense	\$23.19	022324	Gas Charges - 2200 Watertown Rd
E 602-49450-3830		Natural Gas Expense	\$25.18	022324	Gas Charges - 250 Lindawood
E 101-45200-3830		Natural Gas Expense	\$241.10	022324	Gas Charges - 309 Harrington
		Total	\$3,651.72		
70211	02/08/24	CENTRAL HYDRAULICS			
E 101-43000-2210		Equipment Parts	\$614.76	569367	PW Truck Repairs; Pins, Shaft and Seals
		Total	\$614.76		
70212	02/08/24	CITY OF LONG LAKE			
E 101-41940-3820		City Utilities (Wat,Sew,Sto	\$55.58	022924	Jan 2024 Utility Bills - 450 Virginia
E 101-41942-3820		City Utilities (Wat,Sew,Sto	\$150.61	022924	Jan 2024 Utility Bills - 2145 Daniels
E 601-49400-3820		City Utilities (Wat,Sew,Sto	\$20.91	022924	Jan 2024 Utility Bills - 1964 Orchard
E 205-42282-3820		City Utilities (Wat,Sew,Sto	\$162.10	022924	Jan 2024 Utility Bills - 340 Willow Dr (1031-00-0)
E 205-42282-3820		City Utilities (Wat,Sew,Sto	\$90.58	022924	Jan 2024 Utility Bills - 340 Willow Dr (TruckFill 1051-00-6)
E 101-45200-3820		City Utilities (Wat,Sew,Sto	\$36.05	022924	Jan 2024 Utility Bills - 350 Harrington Dr
		Total	\$515.83		
70213	02/08/24	CITY OF ORONO			
E 205-42286-3820		City Utilities (Wat,Sew,Sto	\$189.94	172770000-0	FD2 - Water/Sewer Bill - 3770 Shoreline Dr (12/28/23-01/28/24)
		Total	\$189.94		



LONG LAKE, MN

***Check Detail Register©**

Checks 70207-70244

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
70214	02/08/24	CORE & MAIN LP			
	G 700-29324	Symes(Aava Vetta) Bld:C	\$156.76	SO6404	Hydrant Lock for Symes-Having issues with Aava Vetta contractors tapping the hydrant
		Total	\$156.76		
70215	02/08/24	FIRSTNET (AT&T)			
	E 205-42281-3225	Truck Communication Ser	\$274.13	X02032024	FD1 WIRELESS SERVICES (12/26/23-01/25/24)
	E 205-42285-3225	Truck Communication Ser	\$191.15	X02032024	FD2 WIRELESS SERVICES (12/26/23-01/25/24)
	E 601-49400-2270	Utility Maint Supplies	\$38.23	X02032024	PW Meter Reading Ipad (12/26/23-01/25/24)
		Total	\$503.51		
70216	02/08/24	GOPHER STATE ONE CALL			
	E 601-49400-3855	Gopher One Locates Expe	\$81.05	4010553	Jan 2024 Locates
		Total	\$81.05		
70217	02/08/24	HENNEPIN CTY INFO. TECH. DEPT			
	E 101-41942-3235	Cty 800mhz Radio Admin	\$83.34	020624	PW Radio Fees-Jan 2024
	E 205-42285-3235	Cty 800mhz Radio Admin	\$988.86	020624	FD Radio Fees-Jan 2024
	E 205-42281-3235	Cty 800mhz Radio Admin	\$1,483.27	020624	Radio Fees-Jan 2024
		Total	\$2,555.47		
70218	02/08/24	HERALD JOURNAL PUBLISHING			
	E 101-43050-3500	Printing/Binding	\$165.20	012624	Newspaper Ad-Job Positng PW
		Total	\$165.20		
70219	02/08/24	LEAGUE OF MN CITIES			
	E 101-41500-1510	Workers Comp Insurance	\$2,262.57	40007126-02	2024 Worker's Comp Renewal - CH 8810
	E 101-43050-1510	Workers Comp Insurance	\$14,307.00	40007126-02	2024 Worker's Comp Renewal - PW 5506
	E 205-42280-1510	Workers Comp Insurance	\$11,883.46	40007126-02	2024 Worker's Comp Renewal - FD Chief 7716
	E 205-42280-1510	Workers Comp Insurance	\$26,208.50	40007126-02	2024 Worker's Comp Renewal - FD 7718
	E 602-49450-1510	Workers Comp Insurance	\$7,153.51	40007126-02	2024 Worker's Comp Renewal - SWR 5506
	E 601-49400-1510	Workers Comp Insurance	\$7,153.51	40007126-02	2024 Worker's Comp Renewal - WTR 5506
	E 101-41110-1510	Workers Comp Insurance	\$99.45	40007126-02	2024 Worker's Comp Renewal - CNCL 9411
		Total	\$69,068.00		
70220	02/08/24	MEDIACOM			
	E 205-42282-3275	Internet Access (Mediaco	\$522.63		FD1 Phone/ Internet Services - (2/7/24-3/06/24)
	E 205-42286-3275	Internet Access (Mediaco	\$417.82		FD2 Phone/ Internet Services - (2/8/24-3/07/24)
		Total	\$940.45		
70221	02/08/24	METROPOLITAN COUNCIL			
	E 602-49450-3100	MCES (mthly) Sewer Trea	\$21,005.11	1167883	Waste Water Services -March 2024
		Total	\$21,005.11		
70222	02/08/24	MIDCOUNTRY BANK			
	E 101-41500-4300	Miscellaneous	\$75.00	151027	Safe Deposit Box Rent
		Total	\$75.00		
70223	02/08/24	MN DEPT OF LABOR & INDUSTRY			
	E 205-42282-4010	Bldg Maint & Repairs	\$10.00	ABR0322988	Pressure Vessel - 3770 Shoreline Dr
		Total	\$10.00		



LONG LAKE, MN

***Check Detail Register©**

Checks 70207-70244

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
70224	02/08/24	NAVARRE MINNOCO			
E 205-42285-2120		Motor Fuels	\$246.86	020124	FD FUEL - Jan 2024
		Total	\$246.86		
70225	02/08/24	NORSKE ELECTRIC, INC			
E 205-42286-4010		Bldg Maint & Repairs	\$972.96	18874413	FD2 Electrical Repairs-Replace LED lights, Ceiling Fan, and Filters
		Total	\$972.96		
70226	02/08/24	ODP Business Solutions, LLC			
E 101-41500-2010		Office Supplies	\$106.54	35060227800	CH Office Supplies - File Folders, Binders, Envelopes
		Total	\$106.54		
70227	02/08/24	Premium Waters, Inc.			
E 101-41500-4145		Bottled Water Service	\$4.32	614689-01-24	Bottled Water - Feb 2024
		Total	\$4.32		
70228	02/08/24	SUMMIT FIRE PROTECTION, CO			
E 101-41942-3000		Professional Svcs	\$968.00	130099068	PW-Annual Sprinkler Inspections
		Total	\$968.00		
70229	02/08/24	TIMESAVER OFF SITE			
E 101-41910-3000		Professional Svcs	\$206.50	M28892	1/9 Planning Comm Mtg Minutes
E 101-41500-3000		Professional Svcs	\$206.50	M28892	1/16 City Council Mtg Minutes
		Total	\$413.00		
70230	02/08/24	WRIGHT-HENNEPIN SECURITY			
E 101-41940-3000		Professional Svcs	\$62.90	15016899239	Feb 2024 Security-450 Virginia
E 101-41942-3000		Professional Svcs	\$62.90	15016899239	Feb 2024 Security-2145 Daniels
E 205-42286-3000		Professional Svcs	\$62.90	15016899239	Feb 2024 Security-3770 Shoreline
E 205-42282-3000		Professional Svcs	\$62.90	15016899239	Feb 2024 Security-340 Willow Dr
		Total	\$251.60		
70231	02/13/24	ONE STOP AUTO SERVICE			
E 101-45200-2210		Equipment Parts	\$20.00	39201	Mower Trailer Tire
		Total	\$20.00		
70232	02/14/24	ABDO LLP			
E 205-42280-3010		Auditing and Actg Service	\$4,000.00	483886	2023 Audit Progress Bill
E 101-41500-3010		Auditing and Actg Service	\$18,000.00	483886	2023 Audit Progress Bill
		Total	\$22,000.00		
70233	02/14/24	CITY OF WAYZATA			
E 101-42110-3130		Subcontracted Police Svc	\$27,673.00	021224	Police Services - March 2024
		Total	\$27,673.00		
70234	02/14/24	ECM PUBLISHERS, INC.			
E 101-41410-3510		Legal Notices Publishing	\$61.88	985172	Newspaper-03/05 PH Primary Election
		Total	\$61.88		
70235	02/14/24	FIRE SAFETY USA, INC.			



LONG LAKE, MN

***Check Detail Register©**

Checks 70207-70244

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 205-42281-2400		Small Tools and Minor Eq	\$323.04	182669	FD-Hydrant Bag
		Total	\$323.04		
70236	02/14/24	Kirvida Fire, Inc.			
E 205-42285-4035		Heavy Truck Maint & Rep	\$1,825.38	12151	FD2 Engine #22 - Spartan; Replace master pump intake and discharge gauges
		Total	\$1,825.38		
70237	02/14/24	LARKIN HOFFMAN			
E 101-42110-3120		Legal Fees - Civil	\$28,035.01	834222	FD CONTRACT DISPUTE W/ORONO - Jan 2024
		Total	\$28,035.01		
70238	02/14/24	MN State Fire Chiefs Assn.			
E 205-42280-4330		Dues and Subscriptions	\$795.00	7443	Department Membership - 2024
		Total	\$795.00		
70239	02/14/24	MN VALLEY TESTING LAB			
E 601-49400-3825		Water Testing Expense	\$48.50	1238341	Monthly Chlorine Report
		Total	\$48.50		
70240	02/14/24	NORTH MEMORIAL EMS			
E 205-42281-3350		Education / Conferences	\$660.00	8885021-012	FD Training-Variance Training/EMT Refresher
		Total	\$660.00		
70241	02/14/24	SUTTONS ADVANCED CLEANING SRV			
E 205-42282-3840		Custodial & Waste Remov	\$570.00	021324	FD1 Cleaning Services - Feb 2024
E 205-42286-3840		Custodial & Waste Remov	\$433.33	021324	FD2 Cleaning Services - Feb 2024
E 101-41940-3840		Custodial & Waste Remov	\$290.00	021324	CH Cleaning Services - Feb 2024
		Total	\$1,293.33		
70242	02/14/24	UnitedHealthcare			
E 101-41500-1310		Employer Paid Health	\$620.55	38515905850	MEDICAL INS - Feb 2024
E 101-43050-1310		Employer Paid Health	\$1,303.57	38515905850	MEDICAL INS - Feb 2024
E 601-49400-1310		Employer Paid Health	\$521.43	38515905850	MEDICAL INS - Feb 2024
E 602-49450-1310		Employer Paid Health	\$391.07	38515905850	MEDICAL INS - Feb 2024
E 603-43150-1310		Employer Paid Health	\$391.07	38515905850	MEDICAL INS - Feb 2024
G 101-21706		FlexPlan - Ins Prem	\$561.39	38515905850	MEDICAL INS - Feb 2024
		Total	\$3,789.08		
70243	02/14/24	WASTE MANAGEMENT- of WIMN			
E 604-43200-3890		Res Curb Recycling	\$3,644.08	021324	Recycling Services - Feb 2024
E 101-41942-3840		Custodial & Waste Remov	\$217.44	021324	PW Trash Services - Feb 2024
E 205-42286-3840		Custodial & Waste Remov	\$117.38	021324	FD2 Trash Services - Feb 2024
E 205-42282-3840		Custodial & Waste Remov	\$118.80	021324	FD1 Trash Services - Feb 2024
		Total	\$4,097.70		
70244	02/14/24	Xcel Energy			
E 101-41940-3810		Electricity Expense	\$26.10	863889831	Electricity 12/25/23-01/25/24 - CH
E 205-42282-3810		Electricity Expense	\$78.14	863889831	Electricity 12/25/23-01/25/24 - FD1
E 205-42286-3810		Electricity Expense	\$261.10	863889831	Electricity 12/25/23-01/25/24 - FD2
E 101-41942-3810		Electricity Expense	\$91.09	863889831	Electricity 12/25/23-01/25/24 - PW



LONG LAKE, MN

***Check Detail Register©**

Checks 70207-70244

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43100-3815		Street Lighting Maint/Elect	\$108.85	863889831	Electricity 12/25/23-01/25/24 - Street Lights
E 101-45200-3810		Electricity Expense	\$18.66	863889831	Electricity 12/25/23-01/25/24 - Parks
E 601-49400-3810		Electricity Expense	(\$26.11)	863889831	Electricity 12/25/23-01/25/24 - WTR
E 602-49450-3810		Electricity Expense	\$102.86	863889831	Electricity 12/25/23-01/25/24 - SWR
		Total	\$660.69		
		10100	\$200,383.95		

Fund Summary

10100 GENERAL FUND CASH

101 GENERAL FUND	\$103,975.45
205 FIRE DEPARTMENT	\$55,054.65
601 WATER FUND	\$7,837.52
602 SANITARY SEWER FUND	\$28,700.92
603 SURFACE WATER MGMT FUND	\$391.07
604 RECYCLING FUND	\$3,644.08
700 BUILDING PERMIT ESCROWS	\$780.26
	\$200,383.95



LONG LAKE, MN

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Section 5C.

***Check Summary Register©**

Checks 2908-2910, 2916-2918

	Name	Check Date	Check Amt	
10100	GENERAL FUND CASH			
2908e	POSTALIA	2/5/2024	\$500.00	Postage
2909e	PSN UTILITY ONLINE BILLING	2/5/2024	\$239.30	BILL PAY FEE - Jan 2024
2910e	CUSTOMER PAYMENT	2/5/2024	\$591.84	PSN Returned Pmts
2916e	MN DEPT OF REVENUE	2/6/2024	\$1,568.00	Jan 2024 Sales Tax
2917e	NAPA Auto Parts	2/2/2024	\$807.87	Napa Purchases - Jan 2024
2918e	CUSTOMER PAYMENT	2/11/2024	\$81.91	PSN Returned Pmts
	Total Checks		\$3,788.92	



LONG LAKE, MN

***Check Detail Register©**

Checks 2908-2910, 2916-2918

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 GENERAL FUND CASH					
2908 e	02/05/24	POSTALIA			
E 101-41500-3220		Postage	\$200.00		Postage
E 601-49400-3220		Postage	\$150.00		Postage
E 602-49450-3220		Postage	\$150.00		Postage
		Total	\$500.00		
2909 e	02/05/24	PSN UTILITY ONLINE BILLING			
E 601-49400-3090		Software Support	\$79.95	289861	BILL PAY FEE - Jan 2024
E 601-49400-3090		Software Support	\$79.68	289861	BILL PAY FEE - Jan 2024 (FREE CKS)
E 602-49450-3090		Software Support	\$79.67	289861	BILL PAY FEE - Jan 2024 (FREE CKS)
		Total	\$239.30		
2910 e	02/05/24	CUSTOMER PAYMENT			
E 601-49400-4320		Utility Overpmts/Uncollect	\$134.32		PSN Returned Pmts
E 601-49400-4320		Utility Overpmts/Uncollect	\$192.44		PSN Returned Pmts
E 601-49400-4320		Utility Overpmts/Uncollect	\$265.08		PSN Returned Pmts
		Total	\$591.84		
2916 e	02/06/24	MN DEPT OF REVENUE			
G 601-20801		Sales Tax Payable	\$1,568.00		Jan 2024 Sales Tax
		Total	\$1,568.00		
2917 e	02/02/24	NAPA Auto Parts			
E 205-42281-4035		Heavy Truck Maint & Rep	\$74.44	3270-589347	FD-Diesel Fuel & Tank Cleaner
E 205-42285-4035		Heavy Truck Maint & Rep	\$74.44	3270-589347	FD-Diesel Fuel & Tank Cleaner
E 602-49450-2210		Equipment Parts	\$67.02	3270-589533	PW-Apple Glen Lift Station Magnetic Heater
E 101-43000-2120		Motor Fuels	\$164.52	3270-589942	PW-Diesel Fuel
E 205-42281-2150		Shop Supplies	\$71.70	3270-590277	FD-Carburetor Cleaner, Superweld, Epoxy
E 205-42282-2230		Bldg & Grnds Maint Suppli	\$184.69	3270-590391	FD-Battery for Orange Lift
E 205-42281-4035		Heavy Truck Maint & Rep	\$66.59	3270-590398	FD-E22 Def Fluid and Coolant
E 601-49400-2150		Shop Supplies	\$16.90	3270-590521	PW-Shop Towels and Scrub Wipes
E 602-49450-2150		Shop Supplies	\$16.89	3270-590521	PW-Shop Towels and Scrub Wipes
E 101-43000-2150		Shop Supplies	\$70.68	3270-590838	PW-Shop Towels
		Total	\$807.87		
2918 e	02/11/24	CUSTOMER PAYMENT			
E 601-49400-4320		Utility Overpmts/Uncollect	\$81.91		PSN Returned Pmts
		Total	\$81.91		
		10100	\$3,788.92		

Fund Summary

10100 GENERAL FUND CASH

101 GENERAL FUND	\$435.20
205 FIRE DEPARTMENT	\$471.86
601 WATER FUND	\$2,568.28
602 SANITARY SEWER FUND	\$313.58
	<u>\$3,788.92</u>



LONG LAKE, MN

Payroll Summary

Pay Group: 02 Fire Department

Check Date: 2/15/2024 per. 2

Employee	Gross Wage	Federal Gross	State Gross	Federal Tax	State Tax	Local Tax	Social Security	Medicare	Tax			Tips	Reimb.	Net Pay
									Retire	Sheltered	Voluntary			
000000216 BERBIG, ZACHARY P.	250.00	250.00	250.00				15.50	3.63						230.87
000000281 CARLSON, BEN	50.00	50.00	50.00				3.10	0.73						46.17
000000259 DAVIS, THOMAS	150.00	150.00	150.00				9.30	2.18						138.52
000000093 FARLEY, COLE	50.00	50.00	50.00				3.10	0.73						46.17
000000233 FRANK, BRYAN	125.00	125.00	125.00				7.75	1.81						115.44
000000177 GONSIOR, RYAN J.	800.00	800.00	800.00	59.38	13.99		49.60	11.60						665.43
000000278 HAYDEN, ADAM	25.00	25.00	25.00				1.55	0.36						23.09
000000226 HOSTER, RYAN	75.00	75.00	75.00				4.65	1.09						69.26
000000270 JOHNSRUD, MICHAEL	750.00	750.00	750.00	95.58	49.78		46.50	10.88						547.26
000000275 MORSE, PAUL	1,200.00	1,200.00	1,200.00	107.38	35.39		74.40	17.40						965.43
000000222 SMILEY, MATTHEW	75.00	75.00	75.00				4.65	1.09						69.26
000000212 SPINKS, SCOTT D.	1,100.00	1,100.00	1,100.00	29.23	20.17		68.20	15.95						966.45
000000276 STRAKA, AMANDA	850.00	850.00	850.00	22.31	16.67		52.70	12.33						745.99
000000282 SWEARINGEN, LANCE	50.00	50.00	50.00				3.10	0.73						46.17

941 Deposit

Federal Tax	\$313.88
Medicare	\$161.02
Social Security	\$688.20
Advanced EIC	None
Total Deposit	\$1,163.10

Pay Summary

Gross	5,550.00
Federal Gross	5,550.00
State Gross	5,550.00
FICA Gross	5,550.00

Tax Summary

Federal Tax	313.88
State Tax	136.00
Local Tax	
FICA Ded/Ben	344.10
Medicare Ded/Ben	80.51
Retire	344.10
Sheltered	80.51

Others

Retirement	
Tax-Sheltered	
Voluntary	
Tips	0.00
Reimbursement	0.00
Net Pay (-tips)	4,675.51



LONG LAKE, MN

Payroll Summary

Pay Group: 06 City Council

Check Date: 2/8/2024 per. 2

Employee	Gross Wage	Federal Gross	State Gross	Federal Tax	State Tax	Local Tax	Social Security	Medicare	Tax			Tips	Reimb.	Net Pay
									Retire	Sheltered	Voluntary			
000000219 DYVIK, JAHN	250.00	250.00	250.00				15.50	3.63						230.87
000000264 FELDMANN, MICHAEL	250.00	250.00	250.00				15.50	3.63						230.87
000000263 JOYCE, GINA	250.00	250.00	250.00				15.50	3.63						230.87
000000247 KVALE, DEIRDRE	250.00	250.00	250.00				15.50	3.63						230.87
000000246 MINER, CHARLES	300.00	300.00	300.00				18.60	4.35						277.05

941 Deposit

Federal Tax	None
Medicare	\$37.74
Social Security	\$161.20
Advanced EIC	None
Total Deposit	\$198.94

Pay Summary

Gross	1,300.00
Federal Gross	1,300.00
State Gross	1,300.00
FICA Gross	1,300.00

Tax Summary

Federal Tax		
State Tax		
Local Tax		
FICA Ded/Ben	80.60	80.60
Medicare Ded/Ben	18.87	18.87

Others

Retirement	
Tax-Sheltered	
Voluntary	
Tips	0.00
Reimbursement	0.00
Net Pay (-tips)	1,200.53



LONG LAKE, MN

Payroll Summary

Pay Group: 01 Bi-Weekly

Check Date: 2/8/2024 per. 3

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	1,586.20	1,586.20	1,586.20	113.81	78.48		98.34	23.00						1,272.57
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	3,221.05	2,642.10	2,642.10	340.23	117.21		182.91	42.78	308.07	270.88				1,958.97
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	\$2,730.79
Medicare	\$715.40
Social Security	\$2,458.98
Advanced EIC	None
Total Deposit	\$5,905.17

Pay Summary

Gross	24,957.72
Federal Gross	22,853.43
State Gross	22,853.43
FICA Gross	19,830.60

Tax Summary

Federal Tax	2,730.79	
State Tax	1,276.16	
Local Tax		
FICA Ded/Ben	1,229.49	1,229.49
Medicare Ded/Ben	357.70	357.70

Others

Retirement	1,815.56
Tax-Sheltered	288.73
Voluntary	
Tips	0.00
Reimbursement	0.00
Net Pay (-tips)	17,259.29



CITY OF
LONG LAKE

City Council Agenda Report

City of Long Lake

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

MEETING DATE / February 20, 2024

SUBJECT: Appointment of Park Board Chair and Secretary Officer Positions for 2024

Prepared By: Jeanette Moeller, City Clerk

Report Date: 2/12/2024

Recommended City Council Action

Staff recommends the following:

Motion to appoint Park Board member Suzanne Caswell as Chair, and member Erika Leachman as Secretary of the Park Board for the year 2024.

Overview / Background

At the January 2, 2024 organizational meeting, the City Council made appointments for various 2024 positions and liaisons. Two appointments that were not made at that meeting were the Park Board Chair and Secretary officer positions. These appointments were delayed to provide opportunity for the Board to meet and discuss their recommendations.

The Park Board met on February 5, 2024 and voted to recommend having Park Board member Suzanne Caswell serve as Chair, and to appoint member Erika Leachman to act as Secretary for the year 2024.



CITY OF
LONG LAKE

City Council Agenda Report

City of Long Lake

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

MEETING DATE / February 20, 2024

SUBJECT: Appointment of New Firefighter to the Long Lake Fire Department

Prepared By: Mike Heiland, Fire Chief / JM

Report Date: 2/12/2024

Recommended City Council Action

Staff recommends the following:

Motion to adopt Resolution No. 2024-09 conditionally appointing Aidan J. Gregg to the position of paid on call firefighter for the City of Long Lake.

Overview / Background

With an application and interview process completed, staff recommends that a conditional job offer for the position of paid on call firefighter be made to applicant Aidan Gregg. The conditions of the offer are that Mr. Gregg passes a physical exam, psychological exam, agility test, and completes a probationary period as a firefighter. The interview panel consisted of Captain Ryan Hoster and firefighters Lance Swearingen, Adam Hayden, and Justin Hinker.

Supporting Information

- Resolution No. 2024-09



**City Council
Resolution No. 2024-09**

**A RESOLUTION APPOINTING A CANDIDATE TO THE POSITION OF PAID ON CALL FIREFIGHTER
FOR THE CITY OF LONG LAKE**

WHEREAS, the City of Long Lake requires the services of an effective Fire Department; and

WHEREAS, applicant Aidan J. Gregg has met the minimum requirements for the position of paid on call firefighter and has completed a background check, social media check, reference check and an oral interview with a Fire Department officer and firefighter members.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Lake hereby appoints Aidan Gregg to the position of paid on call firefighter responding to Station 1 for the City of Long Lake, contingent upon passing the required medical exam, psychological evaluation, pre-employment drug street, physical agility test, and the successful completion of a probationary period.

Adopted by the City Council of the City of Long Lake this 20th day of February 2024.

BY:

Charlie Miner, Mayor

ATTEST:

Jeanette Moeller, City Clerk



CITY OF
LONG LAKE

City Council Agenda Report

City of Long Lake

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

MEETING DATE / February 20, 2024

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

Prepared By: Mike Heiland, Fire Chief / JM

Report Date: 2/12/2024

Recommended City Council Action

Staff recommends the following:

Motion to accept the resignation of firefighter Caleb Thunberg from the Long Lake Fire Department.

Overview / Background

Firefighter Caleb Thunberg has submitted a letter via email to Fire Chief Heiland informing him of his intent to resign from the Long Lake Fire Department, effective February 6, 2024. Mr. Thunberg was appointed to the Department in September 2020. We appreciate his 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 email from Caleb Thunberg

----- Forwarded message -----

From: **Caleb Thunberg** <caleb.thunberg@longlakefire.org>

Date: Tue, Feb 6, 2024 at 7:02 AM

Subject: Thunberg

To: Mike Heiland <mheiland@longlakemn.gov>

Cc: Matt Smiley <matt.smiley@longlakefire.org>

Good Morning Chief,

I'm writing to let you know that I am stepping down from Long Lake FD. Unfortunately, with 2 full time jobs and two little ones at home, I cannot devote enough time to the department.

Let me know if you have time this week or next week to touch base on the off boarding process.

Caleb Thunberg
815-994-1000



CITY OF
LONG LAKE

City Council Agenda Report

City of Long Lake

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

MEETING DATE / February 20, 2024

SUBJECT: Lease Between the City and the Lake Minnetonka Communications Commission for Use of Office Space in the City's Public Works Building

Prepared By: Scott Weske, City Administrator

Report Date: 2/6/2024

Recommended City Council Action

Staff recommends the following:

Motion to approve a contract lease between the City of Long Lake and the Lake Minnetonka Communications Commission (LMCC) to allow the LMCC to rent office space in the Public Works building located at 2145 Daniels Street, and to authorize the City Administrator to execute said contract with amended language.

Overview / Background

The City Council previously reviewed the attached lease between the City of Long Lake and the LMCC for the rental of office space in the City Public Works building and was approved at the January 16, 2024 meeting. The approved final draft was provided to the LMCC Executive Committee for approval.

The City Attorney updated the draft lease to include minor changes that were addressed at that meeting, and the attached lease represents the final form of the contract as approved by the City Attorney.

Below is the adjusted language.

Termination. ***During the Initial Term, this Lease may be terminated by either party, for any reason or no reason, upon one year's written notice to the other party. During any Renewal Term, this lease may be terminated by either party, for any reason or no reason, upon one hundred and eighty (180) days' notice to the other party. During the Term of this Lease, either party may also terminate this Lease immediately, based upon a breach of the terms herein (such termination a "Termination for Cause"). However, a Termination for Cause shall not take effect until after the breaching party has been provided notice of the breach and a thirty (30) day opportunity to cure. The Initial Term of this Lease or any Renewal Term may be terminated by either party upon ninety (90) days' written notice to the other party.*** Those aspects of this Lease which are intended by their nature to survive termination, shall so survive. This shall include, without limitation, Indemnity, Liens, Assignment and Subletting, Tenant's Liability, Compliance with Laws, and Applicable Law, and all subparagraphs thereof.

Supporting Information

- Lease between the City of Long Lake and the LMCC for use of office space at Public Works ('Lease for Use of City Facility')

LEASE FOR USE OF CITY FACILITY

THIS LEASE FOR USE OF CITY FACILITY (the "Lease") is made and entered into effective as of _____ (the "Effective Date"), by and between the City of Long Lake ("Landlord"), whose address is 450 Virginia Avenue, Long Lake, Minnesota 55356, and the Lake Minnetonka Cable Commission, a joint powers entity ("Tenant"), whose address is 4071 Sunset Drive, Spring Park, MN 55384. Landlord and Tenant are sometimes collectively referred to herein as the "parties" or each a "party".

RECITALS

WHEREAS, Landlord is the owner of the real property located at 2145 Daniels Street, Long Lake, Minnesota and described as Lots 5 and 6, Block 1, Shaughnessy Circle (PID No. 34-118-23-24-0075)(the "Property"); and

WHEREAS, Landlord owns a building located on the Property that houses the City of Long Lake's Public Works Department (the "Public Works Building"); and

WHEREAS, Tenant desires to lease a portion of the Public Works Building, as defined herein (the "Premises") to use as a media broadcasting facility, and the City is willing to lease the Premises to Tenant upon such terms and conditions as are expressed herein.

NOW, THEREFORE, Landlord and Tenant hereby covenant and agree as follows:

PREMISES. Landlord does hereby lease to Tenant, and Tenant does hereby rent from Landlord, upon the terms and conditions set forth herein, the Premises, which is located within the Public Works Building at 2145 Daniels Street, Long Lake, Minnesota 55356. The Premises is described in Exhibit A, attached hereto and made a part hereof.

TERM.

Initial Term. The initial term of this Lease shall commence on the Effective Date and terminate on December 31, 2029 (the "Initial Term"), unless earlier terminated as provided herein.

Renewal Term(s). The term of this Lease shall automatically renew on the same terms and conditions herein, for up to five (5) additional periods of one (1) year each (each a "Renewal Term"), unless earlier terminated as provided for herein.

Termination. During the Initial Term, this Lease may be terminated by either party, for any reason or no reason, upon one year's written notice to the other party. During any Renewal Term, this lease may be terminated by either party, for any reason or no reason, upon one hundred and eighty (180) days' notice to the other party. During the Term of this Lease, either party may also terminate this Lease immediately, based upon a breach of the terms herein (such termination a "Termination for Cause"). However, a Termination for Cause shall not take effect until after the breaching party has been provided notice of the breach and a thirty (30) day opportunity to cure. Those aspects of this Lease which are intended by their nature to survive termination, shall so survive. This shall include, without limitation,

Indemnity, Liens, Assignment and Subletting, Tenant's Liability, Compliance with Laws, and Applicable Law, and all subparagraphs thereof.

The Initial Term and all Renewal Term(s) are collectively referred to herein as the "Term".

MAINTENANCE. Landlord shall be responsible for maintenance and repair of all structural components, heating, ventilation, air conditioning, electrical, plumbing and mechanical systems of the Premises. Tenant shall otherwise keep and maintain the Premises in as good or better condition as the same was upon the commencement of this Lease, ordinary wear and tear and insured casualty excepted. Tenant's maintenance obligation shall be limited to ordinary day-to-day maintenance and shall not include any obligation to replace any fixture, facility or system in the Premises unless directly damaged by Tenant's use.

LAWN CARE AND SNOW REMOVAL. Landlord will be responsible for all snow removal; and for maintaining the surrounding property, including lawn care, surrounding the Premises.

UTILITIES. All utilities associated with the Premises, with the exception of telephone service or internet, will be the responsibility of the Landlord. Tenant will be responsible for its own expenses relating to telephone or internet service associated with the Premises.

REAL ESTATE TAXES. In the event that the Premises is sold or transferred to a non-tax exempt authority, Landlord shall be responsible for all real estate taxes and special assessments.

RENT.

Base Rent. Base rent shall be payable in advance on or before the first day of each and every month, commencing on the Rent Commencement Date, as defined herein, and continuing during the Term. The first Lease year shall be a portion of a calendar year and shall run from the Effective Date through December 31, 2024. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord "Base Rent" for the Premises of one thousand two hundred fifty and No/100 Dollars (\$1,250) per month. On January 1st of each year thereafter, the Base Rent will increase over the previous calendar year's Base Rent by five percent (5%). The first payment of 2024 shall be due within ten (10) days of the Rent Commencement Date, however, this shall not alter the payment due date for any month subsequent to the Rent Commencement Date. The "Rent Commencement Date" shall be the date on which Tenant takes possession of the Premises for business (and not solely construction/build out) use, or July 1st, 2024, whichever occurs first. Tenant and Landlord agree to memorialize, in writing, the agreed upon Rent Commencement Date after it is known.

Late Payment Fee. If Tenant fails to pay Rent, or any installment thereof, by the tenth day of the month in which such payment is due and payable, Tenant shall automatically be assessed and shall pay, as additional rent and not as a penalty, a late charge equivalent to five percent (5%) of the amount of such late payment.

LIENS. Tenant shall not suffer or permit any statements of mechanic's or other liens to be filed against the Premises or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant. If any such lien shall at any time be filed against the Premises, Tenant shall cause the same to be promptly discharged of record or shall deposit with the court an amount equal to one hundred twenty-five percent (125%) of the amount

claimed, within thirty (30) days after the date of actual notice to Tenant of filing the same. If Tenant shall fail to discharge such lien or to deposit such amount within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is, or may be, prescribed by law. Any amount paid by Landlord for any of the aforesaid purposes, and all reasonable expenses of Landlord, including reasonable attorneys' fees, in or about procuring the discharge of such lien, and all necessary disbursements in connection therewith, together with interest thereon at the lower of the maximum rate allowed by applicable law or the rate of twelve percent (12%) per annum from the date of payment. Nothing herein contained shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanic's lien law.

ASSIGNMENT AND SUBLETTING.

Transfers Prohibited. Tenant shall not assign or transfer any of its rights under this Lease or sublease any part of the Premises. Any assignment or subletting of the Premises is prohibited without the individualized written consent of Landlord.

DEFAULTS OF TENANT AND LANDLORD'S REMEDIES.

Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

Failure to Pay Base Rent or Other Rent Owed. Tenant shall fail to timely pay any amount of Base Rent or other rent due hereunder, and such failure shall continue uncured for more than five (5) days after receipt of notice thereof from Landlord.

Failure to Perform. Tenant shall fail to perform any other covenant of this Lease and Tenant does not cure or reasonably commence and proceed diligently to cure such failure within twenty (20) days after receipt of notice thereof from Landlord.

Bankruptcy. If during the Term: (i) Tenant shall make an assignment for the benefit of creditors; or (ii) Tenant files a voluntary petition under the Bankruptcy Code of the United States or any state statute similar thereto, or Tenant be adjudged insolvent or bankrupt pursuant to an involuntary petition; (iii) a receiver or trustee is appointed for the property of Tenant by reason of insolvency of Tenant; (iv) any department of the state or federal government, or any officer thereof duly authorized, takes possession of the business or property of Tenant by reason of the insolvency of Tenant; (v) Tenant continues in possession without the appointment of a receiver or trustee under Chapter 11 of the Bankruptcy Code; or (vi) Tenant is the subject of any petition or proceeding related to relief from creditors.

Remedies. If an Event of Default occurs, Landlord may at any time thereafter:

Terminate this Lease. Terminate this Lease, and upon such termination, Tenant shall quit and surrender the Premises to Landlord, but Tenant shall remain liable as provided in this Lease;

Re-Enter the Premises. Landlord or Landlord's agents and servants may, immediately or at any time after and Event of Default by Tenant, re-enter the Premises and remove all persons

and any or all property therefrom, either by summary dispossession proceedings or by any suitable action or proceedings at law or by force or otherwise and repossess and enjoy said Premises, together with all additions, alterations, and improvements thereto, without such re-entry and repossession working forfeiture or waiver of the rents to be paid and the covenants to be performed by Tenant during the Term hereof; and/or

Re-Let the Premises. Upon the expiration of the Term by reason of any of the events described herein, or under any provision of law now or hereafter in force by reason of or based upon or arising out of a default under or a breach of this Lease on the part of Tenant (except where such breach or default is determined by a court of competent jurisdiction to be justified because of Landlord's acts or omissions), Landlord may, at its option, at any time and from time to time, relet the Premises, or any part thereof, for the account of Tenant or otherwise, and receive and collect the rents therefore, applying the same first to the payment of such expenses as Landlord may have incurred in recovering possession of the Premises, including legal expenses and attorneys' fees, and for putting the same into good order or condition or preparing or altering the same for re-rental and all other expenses, commissions, and charges paid, assumed or incurred by Landlord in reletting the Premises and then to the fulfillment of the covenants of Tenant hereunder. Any such reletting herein provided for may be for the remainder of the Term as originally granted or for a longer or shorter period.

Tenant's Liability. If this Lease is terminated and/or the Premises is re-entered by Landlord pursuant to a default by Tenant of the terms and conditions of this Lease, whether or not the Premises, or any part thereof, is relet, Tenant shall pay to Landlord the Base Rent and the Additional Rent required to be paid by Tenant up to the time of such termination of this Lease, and thereafter Tenant shall, if required by Landlord, pay to Landlord until the end of the Term the equivalent of the amount of all the Base Rent and Additional Rent required herein less the net proceeds of reletting, if any. Landlord shall have the election, in place and stead of holding Tenant so liable, forthwith to recover against Tenant, as damages for loss of the bargain and not as penalty, an aggregate sum which, at the time of such termination or such recovery of possession by Landlord, as the case may be, represents the then present worth of the excess, if any, of the aggregate of the Rent payable by Tenant hereunder that would have accrued for the balance of the Term, over the aggregate rental value of the Premises for the balance of such Term.

Cumulative Remedies. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. A receipt by Landlord of Base Rent or Additional Rent, including payment of Base Rent or Additional Rent by Tenant's receiver, trustee in bankruptcy, creditor, or assignee, with or without knowledge of a breach of any covenant hereof (other than the covenant for the payment of such Base Rent or Additional Rent), shall not be deemed a waiver of such breach. In addition to other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction for the violation or attempted or threatened violation of the covenants, conditions, or provisions of this Lease.

CONDITION OF PREMISES AT TERMINATION. At the termination of this Lease by lapse of time or otherwise, Tenant shall return the Premises in as good a condition as when Tenant took possession, excepting only ordinary wear and tear, and subject to the terms of the "Tenant Improvements" Section set forth below.

USE OF PREMISES. The Premises shall be used as a media broadcasting facility and for uses ancillary thereto. Tenant shall not use or occupy the Premises or knowingly permit the Premises to be used or occupied in any manner that would cause structural injury to the Premises or cause the value or usefulness of the Premises or any part thereof to substantially diminish (reasonable wear and tear excepted) or that would constitute a public or private nuisance or waste, or that would disturb Landlord's use of the remainder of the Property. Tenant shall promptly, upon discovery of any such use or violation, take all necessary steps to compel the discontinuance of such use and/or violation.

COMPLIANCE WITH LAWS.

General. Tenant, at its sole expense, shall promptly comply with all laws, ordinances and requirements of federal, state, county, and municipal authorities relating to Tenant's use and occupation of the Premises, and with any lawful order or direction of any public officer relating to Tenant's use and occupation of the Premises during the Term.

Permits. Tenant shall comply with all permits, licenses, and similar authorizations to use the Premises for the aforesaid purpose required by any governmental authority having jurisdiction over the use thereof.

Environmental Laws. Tenant represents, warrants and covenants to Landlord that its use of the Premises shall remain in compliance with all applicable federal, state and local laws, ordinances, and regulations and rules (including consent decrees and administrative orders) presently in force or hereinafter enacted relating to environmental quality; storage, generation, manufacture, contamination, and clean-up of hazardous material; public health and safety; and protection of the environment; all as amended and modified from time to time (collectively, the "Environmental Laws"). All governmental permits relating to the use or operation of the Premises required by the applicable Environmental Laws are and will remain in effect, and Tenant will comply with same. For the purposes of this Lease, the term "hazardous material" shall mean and include all hazardous and toxic substances, waste or materials, any pollutant or contaminant, including, without limitations, PCBs, asbestos, asbestos-containing material, petroleum and petroleum-based products, and raw materials that are included or regulated by any Environmental Laws or that would pose a health, safety or environmental risk.

LANDLORD'S ACCESS TO PREMISES.

Inspection. Tenant shall permit Landlord and the authorized representatives of Landlord to enter the Premises at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to comply with any laws, ordinances, rules, regulations, or requirements of any public authority or of the Board of Fire Underwriters or any similar board. Nothing herein shall imply any duty upon the part of Landlord to do any such work that, under any provision of this Lease, Tenant may be required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord may, during the progress of any work in the Premises, reasonably keep and store upon the Premises all necessary materials, tools, and equipment. Landlord shall not, in any event, be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant by reason of making repairs or the performance of any work in the Premises, or on account of bringing materials, supplies, and equipment onto or through the Premises during the course thereof, and the obligations of Tenant under this

Lease shall not hereby be affected in any manner whatsoever. Landlord shall, however, in connection with doing of any such work cause as little inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant as may reasonably be possible in the circumstances.

Showing/Advertising for Sale or Rent. Landlord is hereby given the right during usual business hours to enter the Premises to exhibit the same for the purpose of sale or Lease during the final six (6) months of the Initial Term and any Renewal Term.

INDEMNITY. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims by or on behalf of any person(s), firm(s), and/or corporation(s) arising from the conduct or management of or from any work or thing whatsoever done in, on, or about the Premises by Tenant, its agents, consultants, employees, vendors, independent contractors, clients, or licensees, and will further indemnify, defend and hold Landlord harmless against and from any and all claims arising during the Term from any condition of the Premises or from any condition of any street, curb, or sidewalk adjoining the Premises, or of any passageways or spaces therein or appurtenant thereto, to the extent the condition of the Premises or other designated areas directly resulted from the Tenant's use, or directly from the use of its agents, consultants, employees, vendors, independent contractors, clients, or licensees, or arising from breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of this Lease, or arising from any act of negligence of Tenant, or any of its agents, consultants, employees, vendors, independent contractors or licensees, or arising from any accident, injury or damage whatsoever caused by Tenant, or any of its agents, consultants, employees, vendors, independent contractors, clients, or licensees, to any person, firm or corporation during the Term, in or about the Premises, or upon or under the sidewalks and the land adjacent thereto, and from and against all costs, reasonable attorneys' fees, expenses, and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord.

NOTICES. Any notice, election, request, or other communication herein required or permitted to be given or served shall be delivered to the other party hereto (with receipt obtained therefrom), or mailed by United States certified mail, return receipt requested, postage prepaid, properly addressed to such other party at the following address:

If to Landlord: City of Long Lake
Attn: City Administrator
450 Virginia Avenue
PO Box 606
Long Lake, MN 55356

If to Tenant: Lake Minnetonka Cable Commission
Attn: Operations Manager
4071 Sunset Drive, P.O. Box 385
Spring Park, MN 55384

Unless and until changed by notice as herein provided, notices and communications shall be addressed to the above-listed addresses. Each such mailed notice or communication shall be deemed to have been given to, or served upon the property to which addressed, (i) on the date the same is personally delivered or (ii) on the date set forth in the certified receipt. All payments

required to be paid to Landlord by this Lease shall be made to Landlord at the address designated above, or as may be hereafter designated.

TENANT IMPROVEMENTS. Tenant may make reasonable improvements to the Premises to facilitate Tenant's intended use. However, all such improvements shall be subject to the reasonable approval of Landlord. Upon installation, any approved improvements to the Premises which are fixtures shall become a part of the Premises and the property of Landlord. Upon the termination, cancellation or expiration of this Lease, all such approved fixture improvements shall remain with the Premises.

MISCELLANEOUS.

Applicable Law. The parties acknowledge that this Lease is subject to the provisions of applicable federal, state and local laws and regulations. Any obligation, duty or provision under this Lease that conflicts with any provision of applicable federal, state or local laws or regulations, is to that extent void. This Lease has been made, and its validity, performance and effect shall be determined, in accordance with the internal laws of the State of Minnesota. Any action to enforce the terms of this Lease shall be brought in a court of competent jurisdiction within Hennepin County, Minnesota.

Entire Agreement and Modification. This writing contains the entire agreement between the parties, and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of this Lease in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

Waiver. The waiver of either party of a breach or violation of, or failure of either party to enforce any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach or violation or relinquishment of any rights hereunder, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

Release of Landlord. If Landlord sells or otherwise transfers all of its interest in the Premises, Landlord shall, without further action by any party, be released and discharged from any further obligation or duty under this Lease, and no claim or demand upon Landlord shall thereafter be made by Tenant arising out of any obligation or duty of Landlord hereunder.

Severability. If any part of this Lease or the application thereof to any person or circumstances is, to any extent, invalid or unenforceable under applicable law, the remainder thereof and the application of such terms, provisions, and condition to persons or circumstances other than those as to whom it is invalid or unenforceable shall not be affected thereby, and this Lease and all the terms, provisions, and conditions hereof shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law.

Binding Effect. All of the covenants, conditions, and agreements herein contained shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

Counterparts/Execution: This Lease may be signed in any number of counterparts and each such counterpart shall be deemed an original for all purposes and all such counterparts shall collectively constitute one instrument. For purposes of execution of this Lease, facsimile or PDF of an electronically scanned signature shall be effective as originals.

Limited Use of Council Chambers: Tenant desires to occasionally utilize, as a meeting space, the Long Lake City Council Chambers located at 450 Virginia Avenue (the "Council Chambers") in order to conduct limited business related to Tenant's primary business function. Tenant shall submit such utilization requests to Landlord and shall provide reasonable notice of Tenant's dates and times of requested use. Such requests shall be reviewed in the discretion of Landlord, however, such requests shall not be unreasonably denied. Tenant's utilization of the Council Chambers shall not exceed usual Long Lake City business hours, unless additional times are specifically approved by Landlord. Nothing in this Section shall be interpreted to require Landlord to incur any additional staffing costs or time commitments or other costs in order to accommodate meetings held inside or outside of Long Lake City business hours. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims by or on behalf of any person(s), firm(s), and/or corporation(s) arising from the conduct or management of or from any work or thing whatsoever done in, on, or about the Council Chambers by Tenant, its agents, consultants, employees, vendors, independent contractors, invitees, clients, or licensees, during Tenant's use of the Council Chambers. Tenant may not damage or alter the Council Chambers without the written consent of Landlord. After each use of the Council Chambers, Tenant shall restore the Council Chambers to the condition of the same or better when Tenant commenced Tenant's specific use of the Council Chambers.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LANDLORD:

CITY OF LONG LAKE

By _____
City Administrator

Date _____

TENANT:

Lake Minnetonka Cable Commission

By _____
Its _____

Date _____

EXHIBIT A
(the "Premises" Description)

Approximately 1200 sq. ft of office space on the first floor in the Northeast corner of the public works building located at 2145 Daniels Street.

Also includes one parking stall inside the building to be identified by the Public Works Director. Staff reserves the right to re-designate the parking stall at any time.



CITY OF
LONG LAKE

City Council Agenda Report

City of Long Lake

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

MEETING DATE / February 20, 2024

SUBJECT: Resolution Appointing Noah Mackey to the Position of Full-Time Public Works Maintenance Worker I

Prepared By: Scott Weske, City Administrator

Report Date: 2/20/2024

Recommended City Council Action

Staff recommends the following:

Motion to adopt Resolution No. 2024-10 appointing Noah Mackey to the position of full-time Public Works Maintenance Worker I for the City of Long Lake.

Overview / Background

An interview panel comprised of City Administrator Weske, Public Works Director Diercks, and Public Works Employee Laakkonen met on February 8 and 13 to interview three qualified candidates for the full time Public Works Maintenance Worker I position. The interview process included a question and answer period. Upon post-interview discussion of the three candidates, the interview panel agreed to extend a conditional offer of employment to candidate Noah Mackey pending City Council approval.

The attached offer letter was extended to, and accepted by Mr. Mackey, contingent upon final action by the City Council. If the appointment is approved by Resolution of the City Council, it is expected that Mr. Mackey would begin work on March 4.

Supporting Information

- Resolution No. 2024-10
- Employment offer letter to Noah Mackey dated February 15, 2024
- Cover letter and resume submitted by Noah Mackey



**City Council
Resolution No. 2024-10**

**A RESOLUTION APPOINTING NOAH MACKEY TO THE POSITION OF FULL-TIME PUBLIC WORKS
MAINTENANCE WORKER I FOR THE CITY OF LONG LAKE**

WHEREAS, the City Council has previously established the position of full-time Public Works Maintenance Worker I; and

WHEREAS, the City of Long Lake has advertised, solicited applications and interviewed finalists for the position; and

WHEREAS, City staff and the City Council find Noah Mackey to be qualified to fill the position based on his combination of knowledge, skills, abilities and experience; and

WHEREAS, a conditional offer of employment has been extended to and accepted by Mr. Mackey, contingent upon subsequent approval of the Long Lake City Council; and

WHEREAS, the required pre-employment background check of Mr. Mackey has been completed.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Long Lake, Minnesota hereby appoints Noah Mackey to the position of full-time Public Works Maintenance Worker I subject to the terms and conditions of the employment offer letter dated February 15, the position description, and all applicable City policies.

Adopted by the City Council of the City of Long Lake this 20th day of February 2024.

BY:

Charlie Miner, Mayor

ATTEST:

Jeanette Moeller, City Clerk



February 15, 2024

Noah Mackey
637 8th Ave South
Hopkins, MN 55343

Dear Noah,

The purpose of this letter is to confirm the City of Long Lake's employment offer to you for the position of Public Works Maintenance Worker 1, contingent upon City Council approval at the February 20 regular City Council meeting. The following letter represents the City's offer of at-will employment and outlines the terms and conditions of your employment with the City of Long Lake.

General Duties

As Public Works Maintenance Worker, you will perform the general duties and responsibilities of the position, including, but not limited to the Public Works Worker job description.

Supervisor

The Public Works Director will be your direct supervisor.

Start Date

You will begin employment on 3/4/24.

Probation Period

You will be subject to a one year probationary period beginning on your first day of employment. During this time, your productivity, work ethic, reliability/attendance, progress in learning necessary information and skills and your overall performance will be closely monitored. Assuming you are still employed at the end of six months, your performance will be evaluated by the City Administrator and Public Works Director and a possible Wage Step increase may be recommended to the City Council.

At the end of the one year training probation period, a complete performance review will determine whether you will be designated as a regular employee by the City Council, with the commensurate Wage Step increase.

Work Hours

This position is a full-time, benefit-earning, 40 hour per week position. You will be required to be on the on-call schedule.

Compensation, Performance Evaluation:

Your beginning wage will be \$27.64 per hour. You will receive a performance evaluation after six months of employment. Following a satisfactory evaluation at six months, you will be eligible for a step increase of 2%, per City policy. Thereafter, performance evaluations and any salary step adjustments will be conducted annually on the anniversary of your start date, as required for all employees, in addition to any inflationary range moves which may be approved by Council as part of the annual budget cycle.

Example of a possible scenario:

Starting Wage	\$27.34
6 month performance - step increase	\$27.88
1 year performance - step increase	\$28.44

Retirement, Deferred Compensation:

You will be a member of the Public Employees Retirement Association of Minnesota (PERA). The City will contribute to the PERA retirement plan, in addition to your required contribution. You may also contribute to a City-sponsored deferred compensation (457) plan at your option.

Health, Dental, Short Term Disability Insurance:

You will be provided with insurance coverage in the same manner as for other City employees, effective on the first day of the month following 30 days of employment.

Employee would pay \$0 per month for insurance as the City would pay 100% of the employee's premium. Any others covered, the employee would be responsible for 50% of additional premiums.

If you choose not to select insurance coverage from the City, then you would receive a stipend, subject to proper withholdings, in amount equal to the City's premium contribution based upon your individual age banded premium rate. This rate shall be subject to change yearly.

Life Insurance:

The City will pay the premium to provide \$15,000 of term life insurance. It is understood that any coverage beyond this amount is at your personal expense and subject to your ability to meet any medical requirements.

Holidays, Vacation, Sick Leave:

Effective your first day of employment, you will begin accruing vacation at the rate of 80 hours annually. Thereafter, you may gain additional hours/days of vacation per the City's vacation accrual schedule. You may carry over a maximum of 80 hours of vacation time to the following calendar year. In addition to vacation and official City holidays, you will receive one floating holiday per calendar year.

You will begin employment with a 20-day bank of sick leave. You will then accrue 12 days of sick leave annually (one day per month) in accordance with the City policy, beginning on your first day of employment until the banked time is repaid. Once the bank is repaid, you will accrue one day of sick leave per month as with all other employees. For severance purposes, if your employment ends prior to the bank being repaid, you would be paid only for time actually earned, but not yet used.

Dues, Conferences, Expenses:

Within budget considerations and subject to discussions between you and the City Administrator/City Council, the City will pay for dues, membership costs and related conference.

Professional development will be part of the budget process and subject to Administrator/Council approval.

The City will reimburse you for business expenses incurred which directly relate to the conduct of city business.

Professionalism

As a City employee, it is expected that you will conduct yourself in a manner which is professional and conveys a positive image of the City of Long Lake. This is especially important when dealing with residents and the general public.

At-Will Employment

The City of Long Lake is an at-will employer and the relationship between the City and yourself will be considered an employment-at-will relationship. This offer letter should not be construed as a contract, nor is it a promise of permanent employment. City employment policies are subject to change, from time to time, by the City Council.

Conditions of Offer

This employment offer is contingent upon an affirmative vote by the Long Lake City Council at its February 20, regular meeting, and a pre-employment background check. The background check may include a criminal, work history, and educational review.

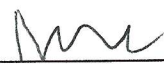
I believe that you will find this position to be very challenging and rewarding for many years to come. Please feel free to contact me with any questions. We look forward to having you join us at Long Lake.

Sincerely,

Scott Weske
City Administrator

I have read the offer letter for the position of Public Works Maintenance Worker dated February 15, I accept the position and agree to the terms and conditions.

AGREED TO BY:


Signature

2/15/24
Date

Noah Mackey
637 8th Ave South
Hopkins, MN 55343
952-999-2161

January 23, 2024

City of Long Lake
2145 Daniels Street
Long Lake, MN 55356

Dear Sean:

I read with interest your posting for the Public Works Maintenance I position on the League of Cities website. I believe I possess the necessary skills and experience you are seeking and would make a valuable addition to your organization.

As my resume indicates, I possess the progressive experience in the Public Works field along with a CDL Class B license. My professional history includes positions in the lawn maintenance, vehicle maintenance, plowing, street maintenance, shop cleaning and parts delivery.

I have attached my resume and I look forward to speaking with you further regarding your available position.

Sincerely,

Noah Mackey

Noah Mackey

Hopkins, MN 55708 | 952-999-2161 | mackeynoah16@gmail.com

Summary

Hardworking and reliable individual with strong ability to provide exceptional administrative skills as well as proficient mechanical skills and workmanship. Highly organized, proactive, and energetic with a "can-do" attitude.

Skills

- Public Relations Skills
- Teamwork
- Innovation/creativity
- Carpentry
- Mechanical/Handy
- Office Space management/Organization
- Administrative tools
- Heavy Equipment Operator
- Class B License

Experience.

PUBLIC WORKS SEASONAL WORKER | 06/2020 -

Hopkins Public Works - Hopkins, MN

- Recognized by management for providing exceptional customer service.
- Attended departmental meetings, providing feedback to enhance future performance.
- Earned reputation for hard work and great attitude.
- Developed an understanding of the hierarchical chain-of-command style of leadership.
- Assigned after a short time to oversee other seasonal workers and help train them in on certain tasks and equipment as well as assist in keeping morale high and other workers working efficiently.
- Some of the job details include the following: Professional mowing and landscaping for the city, engaging with customers (residents) in a friendly and servant-minded manner, getting jobs done quickly and efficiently, preparing for seasonal events such as Raspberry Festival as well as taking them down, and assisting full-time staff with any large projects that may come up during the summer season.
- Snow plow the streets for the City of Hopkins.
- Patch work for the streets of Hopkins.
- Mower and small engine maintenance.

SEASONAL GARDNER WORKER | 03/2019 - 09/2019

By The Woods - Chanhassen, MN

- Handled all delegated tasks put forth by management.
- Ensured all plants were well watered.
- Helped customers design their yards with the right plants, foliage, mulch.
- Trimmed, pruned, and maintained trees on lot.
- Maintained lot to ensure there were no weeds or intruding plants that could damage customer plants.
- Customer care skills, loading merchandise into cars, explain the difference between plants and which ones grow better together along with sun and shade plants, explain how to care for the plants and trees they purchased.

FIRE MARSHALL ASST/OFFICE MANAGER | 06/2019 – 09/2019

Hopkins Fire Department - Hopkins, MN

- Completed inventory checks each week.
- Organized city inspections by street address.
- Maintained office organization to support efficiency, professionalism, and performance objectives.
- Managed office inventory by making lists and turning them into my supervisor.
- Cleaned and maintained office bathrooms
- Cleaned and maintained maintenance rooms of the Firehouse.
- Cleaned and maintained the apparatus floor as well as select apparatus equipment.
- Assisted in cleaning vehicles when work demand was too high for other employees.

Education and Training

Minnetonka High School - Minnetonka, MN | High School Diploma

06/2021

Minnesota Truck and Trailer School - Blaine, MN

CDL Class B License



CITY OF
LONG LAKE

City Council Agenda Report

City of Long Lake

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

MEETING DATE / February 20, 2024

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

Prepared By: Hannah Rybak, WSB / Will Harris, WSB

Report Date: 02/14/2024

Recommended City Council Action

At their February 13, 2024, the Planning Commission held the public hearing and voted unanimously to recommend the following:

Motion to adopt Ordinance No. 2024-01 amending Sections 19 and 21 of the Long Lake Zoning Ordinance to correct code references, provide standards for the storage of boats, trailers and recreational vehicles, and adjust parking space requirements for several land uses.

MISCELLANEOUS AMENDMENTS

The following amendments are presented to correct references to other provisions of the code that are currently incorrect. This was likely due to a typo or previous code amendment that changed numbering. These are not substantive changes.

Section 19, Subd. 9

D. Standards for Business and Industrial District Fences. Property line fences in all Business Districts shall be six (6) feet in height and Industrial Districts shall be (8) feet in height, except as otherwise provided herein. The following standards shall also apply:

4. Fences on all corner lots erected within thirty (30) feet of the intersecting property line shall be subject to Section 19, Subd. ~~8~~11 of this Ordinance.

Section 19, Subd. 10

Required Screening. The fencing and landscaping required by this Ordinance shall be subject to Section 19, Subd. ~~6~~9 and shall consist of either a fence or a green belt planting strip.

STORAGE OF BOATS, TRAILERS & RECREATIONAL VEHICLES – Section 19, Subd. 18

Overview / Background

Long Lake currently lacks clear regulations regarding the storage of recreational vehicles, boats and trailers on residential property. Staff and the Planning Commission reviewed ordinances from other cities, and discussed each item in depth. The Planning Commission understands that in Minnesota, people need outdoor equipment. They would like to see clear regulations that allow for reasonable storage of these items in their yards, but also

take impacts to neighbors into account. The Planning Commission recommended the following regulations pertaining to the storage of boats/trailers/campers/etc.:

- Increase the allowable number of these items from 2 to 3
- Storage on grass in the front yard is not acceptable, but on driveway in the front yard is acceptable
- Storage on a corner side yard is acceptable, only if the item is stored along the wall of the principal structure
- Storage on an interior side or rear yard is acceptable, with a 1-foot setback
- No requirement for storage on a hard surface in rear or side yards

Ordinance No. 2024-01, Section 3 reflects these changes.

PARKING REQUIREMENTS – Section 21, Subd. 7

Overview / Background

At their January meeting, the Planning Commission reviewed parking space requirements for the most common types of development that Long Lake sees. Overall, they found that the current parking space requirements are satisfactory. There were several uses requiring minor amendments. The changes are summarized below:

Drive-Thru/Fast Food

- Old requirement: At least one parking space for every two seats, or one space per 40 SF of dining area, and one space for each 80 SF of kitchen area, plus five stacking spaces for the first pick-up window and two stacking spaces for each additional window.
- New requirement: One parking space for each three seats, plus five stacking spaces for the first pick-up window and two stacking spaces for each additional window.
- Rationale: Having two different requirements, one based on square footage and one based on seats, is confusing. The code does not provide guidance on when to use either scenario. The Planning Commission recommends utilizing seats only, to allow the parking requirement to more accurately reflect restaurant capacity, and to be simpler for the applicant and staff to calculate.

Restaurants, Cafes, Private Clubs Serving Food and/or Drinks, Bars, On-Sale Nightclubs

- Old requirement: At least one parking space for every two seats, or one space per 40 SF of dining area, and one space for each 80 SF of kitchen area.
- New requirement: One space for each three seats.
- Rationale: Same as above.

Service Establishment

- Old requirement: At least one off-street parking space for each 300 SF of floor area.
- New requirement: One space per 250 SF of floor area
- Rationale: Service businesses are more likely to see more people coming through at any given time, so should have a slightly higher parking requirement than retail.

Retail Establishment

- Old requirement: One space per 300 SF of floor area (used to be grouped with service establishment)
- New requirement: One space per 300 SF of floor area (not grouped with service establishment)
- Rationale: No change to retail requirement; this is here to separate retail and service businesses into individual categories.

Ordinance No. 2024-01, Section 4 reflects these changes.

Supporting Information

- Ordinance No. 2024-01



**City of Long Lake
Hennepin County, Minnesota
Ordinance No. 2024-01**

An Ordinance Amending Sections 19 and 21 of the Long Lake Zoning Ordinance to Correct Code References, Provide Standards for the Storage of Boats, Trailers and Recreational Vehicles, and Adjust Parking Space Requirements for Several Land Uses

The City Council of the City of Long Lake does hereby ordain as follows:

Section 1. The Long Lake Zoning Ordinance, Section 19, Subd. 9 is hereby amended as follows. Additions are underlined, and deletions are shown with a ~~striketrough~~:

D. Standards for Business and Industrial District Fences. Property line fences in all Business Districts shall be six (6) feet in height and Industrial Districts shall be (8) feet in height, except as otherwise provided herein. The following standards shall also apply:

4. Fences on all corner lots erected within thirty (30) feet of the intersecting property line shall be subject to Section 19, Subd. ~~8-11~~ of this Ordinance.

Section 2. The Long Lake Zoning Ordinance, Section 19, Subd. 10, is hereby amended as follows. Additions are underlined, and deletions are shown with a ~~striketrough~~:

Required Screening. The fencing and landscaping required by this Ordinance shall be subject to Section 19, Subd. ~~6-9~~ and shall consist of either a fence or a green belt planting strip.

Section 3. The Long Lake Zoning Ordinance, Section 19, Subd. 18 is hereby amended as follows. Additions are underlined, and deletions are shown with a ~~striketrough~~:

Exterior Storage in Residential Districts. All materials and equipment ~~except as provided for in Sections 7 through 16 of this Ordinance~~ shall be stored within a building or fully screened, so as not to be visible from adjoining properties, except for the following:

- A. Clothes line pole and wires.
- B. Not more than three (3) ~~two (2)~~ recreational vehicles and equipment, subject to the following regulations:
 1. Recreational vehicles and equipment must be owned by and/or registered to the owner or current occupant of the property it is located on.
 2. Storage in the front yard is permissible, only when located on a driveway.
 3. Storage in the rear or interior side yard is permissible, if stored at least one (1) foot from any interior side or rear property line.
 4. Storage in the corner side yard is permissible, only when the item is stored along the wall of the principal structure.

Section 4. The Long Lake Zoning Ordinance, Section 21, Subd. 7 is hereby amended as follows. Additions are underlined, and deletions are shown with a ~~strikethrough~~:

Number of Spaces Required. The following minimum number of off street parking spaces shall be provided and maintained by ownership, easement and/or lease for and during the life of the respective uses hereinafter set forth:

- M. ~~Drive-Thru/Fast In Convenience Food. At least One parking space for every each two three seats, ~~or one space per 40 s.f. of dining area, and one space for each 80 s.f. of kitchen area,~~ plus five stacking spaces for the first pick-up window and two stacking spaces for each additional window.~~
- AA. ~~Restaurants, Cafes, Private Clubs Serving Food and/or Drinks, Bars, On-Sale Nightclubs. At least One (1) space for every each two three seats. ~~or one space for each forty (40) square feet of gross floor area of dining and bar area and one (1) space for each eighty (80) square feet of kitchen area.~~~~
- BB. ~~Retail Sales and Service Businesses with Fifty (50) Percent or More of Gross Floor Area Devoted to Storage, Warehouses, and/or Industry. At least eight (8) spaces or one (1) space for each two hundred (200) square feet devoted to public sales or service plus one (1) space for each five hundred (500) square feet of storage area; or at least eight (8) spaces or one (1) space for each employee on the maximum shift, whichever is appropriate. Service Establishment. One (1) space for each two hundred-fifty (250) square feet of floor area.~~
- CC. ~~Retail Store and Service Establishment. At least One (1) off-street parking space for each three hundred (300) square feet of floor area.~~

Section 5. Effective Date. This Ordinance shall be effective upon adoption and publication according to law.

Adopted by the City Council of the City of Long Lake this 20th day of February, 2024.

Date of Adoption:	February 20, 2024
Date of Publication:	March 2, 2024
Effective Date:	March 2, 2024

ATTEST:

BY:

Jeanette Moeller, City Clerk

Charlie Miner, Mayor



CITY OF
LONG LAKE

City Council Agenda Report

City of Long Lake

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

MEETING DATE / February 20, 2024

SUBJECT: Approval of T-Mobile Lease Extension

Prepared By: John Thames, City Attorney

Report Date: 2/14/2024

Recommended City Council Action

Staff recommends the following:

Motion to adopt Resolution No. 2024-11, A Resolution Approving First Amendment and Restatement of Tower Lease with T-Mobile Central, LLC

Overview / Background

The City maintains easement rights to portions of the property at 445 Willow Drive for use as a water tower and for telecommunications purposes. The City has leased space to T-Mobile and its predecessor on and adjacent to the water tower, since 1998. The original lease was set to expire at the end of 2021 and the City and T-Mobile negotiated terms to amend and extend the lease for up to an additional 25 years.

Due to some corporate re-structuring, T-Mobile experienced delays in collecting final ratification of the business terms for the extension. T-Mobile has continued to occupy and use the site, and has continued to pay the previous rental amount to the City, per the original lease terms. It is the intent of the parties that the extension simply amend and extend the original lease, and commence on January 1, 2022. For this reason, T-Mobile will make a "catch-up" payment in the amount of \$23,062.96 to address the difference in value from the rent paid in 2022 and 2023, to that contemplated in the Amendment for those years. In addition to improved terms to better protect the City's long-term interests in the site, the lease contains the following business terms:

- New rent will be \$36,000/year, paid quarterly -- 2024 rental payment will be \$38,192.40 (\$36K + 3% compounded interest over two years)
- Rent will escalate at 3% annually
- Tenant will pay Landlord a signing bonus of \$15,000 (no later than 4/30/24)
- Tenant will pay Landlord a one-time payment of \$23,062.96 (no later than 4/30/24) to address the rental shortfall in 2022 and 2023
- Initial term will be 10 years from Effective Date (1/1/22), Tenant may exercise up to three, five-year renewal terms

Staff and Tenant have negotiated these terms over several years and recommend approval. The City Engineer has reviewed the improvement exhibits and confirmed they are acceptable. Staff recommends approval of Resolution No. 2024-11.

Supporting Information

- Resolution No. 2024-11
- First Amendment and Restatement of Tower Lease with T-Mobile Central, LLC



**City Council
Resolution No. 2024-11**

**A RESOLUTION APPROVING FIRST AMENDMENT AND RESTATEMENT OF TOWER LEASE
WITH T-MOBILE CENTRAL, LLC**

WHEREAS, the City maintains easement rights over certain real property located at 445 Willow Drive, Long Lake, MN 55356 (the “Property”) and leases a portion of the Property to T-Mobile Central, LLC, a Delaware limited liability company (“Tenant”), the successor in interest to the original tenant, APT Minneapolis, Inc., a Delaware corporation, for use as a cellular antenna site; and

WHEREAS, the City and Tenant negotiated terms to extend the original lease beyond 2021 via a First Amendment and Restatement of Tower Lease (the “First Amendment”) with a commencement date of January 1, 2022; and

WHEREAS, the City and Tenant desire to memorialize and formally ratify their amendment and extension of the original lease; and

WHEREAS, the City Engineer has approved of the contemplated improvements within the First Amendment; and

WHEREAS, Tenant has executed the First Amendment and the City now desires to empower the Mayor and Administrator to countersign the First Amendment.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Long Lake hereby approves the First Amendment and Restatement of the Lease Agreement with T-Mobile Central, LLC and authorizes the Mayor and Administrator to execute the same.

Adopted by the City Council of the City of Long Lake this 20th day of February, 2024.

BY:

Charlie Miner, Mayor

ATTEST:

Jeanette Moeller, City Clerk

FIRST AMENDMENT AND RESTATEMENT OF THE LEASE AGREEMENT

Between

City of Long Lake, a Minnesota municipal corporation

and

T-Mobile Central, LLC a Delaware limited liability company, successor in interest to APT
Minneapolis, Inc. a Delaware corporation

Commencement Date: January 1, 2022

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FIRST AMENDMENT AND RESTATEMENT OF THE LEASE AGREEMENT

THIS FIRST AMENDMENT AND RESTATEMENT OF THE LEASE AGREEMENT (this "Amendment"), made this 1st day of January, 2022, between the City of Long Lake, a Minnesota municipal corporation ("Landlord") located at 450 Virginia Avenue, Long Lake, Minnesota 55356 and T-Mobile Central, LLC a Delaware limited liability company, successor in interest to APT Minneapolis, Inc. a Delaware corporation ("Tenant") located at 12920 SE 38th St, Bellevue, WA 98006, and fully amends, restates and replaces all original terms of that Lease Agreement between Landlord and APT Minneapolis, Inc. dated September 1, 1998. The original and unamended Lease and this Amendment are collectively referred to herein as the "Lease". Landlord and Tenant are sometimes referred to collectively herein as the "parties" or each a "party".

WHEREAS, Gronberg Properties, LLC, a Minnesota limited liability company, ("Owner" herein) is the successor in title to Fox Hollow Farm, LLC, which acquired from the City certain land located in Hennepin County, Minnesota legally described in **Exhibit A** attached hereto ("Owner's Property" herein); and

WHEREAS, during the period of Landlord's ownership of the same, a portion of Owner's Property was leased by Landlord to Tenant to house cellular services infrastructure; and

WHEREAS, as a part of Landlord's sale of the Owner's Property to Fox Hollow Farm, LLC, Landlord retained certain easement rights on a portion of Owner's Property pursuant to a Grant of Easement for Water Tower and Telecommunication Facility Purposes, dated November 2, 2000 and recorded November 22, 2000 as Document No. 7385947 (the "Water Tower and Telecommunication Easement" herein) legally described in **Exhibit B** attached hereto; and

WHEREAS, Owner purchased Owner's Property from Fox Hollow Farm, LLC and took possession of the same subject to a Lease Agreement between Landlord (or-its predecessor-in-interest) and Tenant (or its predecessor-in-interest) dated September, 1998 (as the same may have been amended, collectively, the "Unamended Lease"), pursuant to which the Tenant leases a portion of the Owner's Property which is within a portion of the Water Tower and Telecommunications Easement controlled by the City, to include space on Landlord's water tower and certain ground space for equipment, along with certain temporary and non-exclusive easement rights during the term of the Lease for ingress and egress and access to utilities, which are more particularly described on **Exhibit C** to the Lease attached hereto and by this reference made a part hereof; and

WHEREAS, Landlord and Tenant desire to amend and restate the terms of the Unamended Lease to extend the term thereof and to otherwise modify the same to replace all existing terms with those contained in this Lease, as expressly provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged by the parties hereto, the parties agree as follows:

1. Leased Premises. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of the City controlled property within the Water Tower and Telecommunication Easement legally described in **Exhibit C**, and labeled therein as “Proposed Leased Premises Description” and further certain space located on Landlord’s water tower (“Structure”) both as delineated and described within the installation/construction drawing attached hereto as **Exhibit D**, to include certain directional antennas, connecting cables and appurtenances to be attached and located on the Structure in the areas designated within, together with the described and delineated ground-located equipment, the exact location, type, size, height, weight, and volume of such equipment located on the Structure and the ground as described in and shown on the approved plans contained in **Exhibit D**, along with certain temporary easement for reasonable access thereto during the term of the Lease and for the placement of adequate utility services, including sources of electric, optical fiber and telephone facilities, as described in **Exhibit C**, and labeled therein as “Proposed Right of Access Description” (collectively the “Leased Premises”). During the term of the Lease, Tenant’s rights to use the Leased Premises as described herein and within the referenced exhibits shall be non-exclusive, and the leased space and permitted equipment upon the Structure and within the Tenant-occupied ground space shall be limited to and more particularly shown on the installation drawing attached hereto as **Exhibit D**. Notwithstanding the foregoing, Tenant shall have the exclusive right to use, during the term of this Amendment, of that_300 sq. ft. portion of the Leased Premises in which its ground equipment is located, but this exclusivity right shall not apply to areas occupied by buried lines or areas utilized to access the Leased Premises (“Tenant Ground Space”).

2. Terms and Renewal.
 - a. The "Initial Term" of this extension of the Lease shall be deemed to have commenced on January 1, 2022 (the “Effective Date”) and end on the day immediately preceding the tenth anniversary of the Effective Date. As used herein, a "Leased Year" shall commence on the Effective Date and each anniversary thereof and run until the next anniversary of the Effective Date. As additional consideration for this Lease, Tenant shall pay Landlord a one-time, non-refundable, lump-sum signing bonus of fifteen thousand dollars (\$15,000.00) (the “Signing Bonus”). The Signing Bonus shall be paid by Tenant to Landlord within 90 days of the full execution of this Lease, but in no event later than April 30, 2024. Tenant further agrees that the Signing Bonus does not compensate Landlord for rent due within the period described above and shall be non-refundable to Tenant, regardless of Tenant’s ability to meet the requirements referenced in subparagraph 4(a) below.

 - b. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend this Lease for three (3) additional five year renewal periods ("Renewal Terms") commencing on the date following the expiration date of the Initial Term or of any subsequent Renewal Term. This Lease shall be automatically renewed for each successive Renewal Term unless Tenant sends written notice of non-renewal to Landlord no later than ninety (90) days prior to the expiration of the

Initial Term or any Renewal Term, such notice to be provided in accordance with Paragraph 20 of this Lease.

3. Rent.

a. Amount, Adjustments. As consideration for this Lease, Tenant shall pay to Landlord rent in advance quarterly as follows:

Tenant shall pay Landlord rent in advance in four quarterly installments on the first business day of each calendar quarter (i.e., January 1, April 1, July 1, and October 1), except that the first quarter rent payment in 2024 shall be made no later than March 1, 2024, but such first 2024 payment delay shall not affect the due date for any subsequent quarterly payment. Payments will be wired directly into Landlord's bank account in accordance with written wiring instructions previously provided by Landlord to Tenant, subject to written notice of amendment by Landlord. The annual rent for the Initial Term of this Amendment (commencing January 1, 2022) shall be \$36,000.00 ("Initial Annual Rent"), together with any applicable sales tax and applicable special assessment costs. Commencing with the annual rent payable in the year 2023, annual rent for each year shall be increased by three percent (3%) of the previous year's rent. This annual increase shall continue throughout the term of the Lease, including any Renewal Terms.

b. Time of Payments. With the exception of the permitted delay in the initial rental payment as contemplated in subparagraph 2(a) above, rent shall be paid monthly in advance by the first business day of each month. Tenant shall pay a late fee of \$100.00 if the rent is not paid within ten (10) days of its due date. Collection of this late fee shall not in any way limit Landlord's right to exercise any of Landlord's rights to collect unpaid rent from Tenant, nor prohibit Landlord from exercising any rights contained within this Lease, including without limitation, termination of this Lease. If the Tenant does not meet the requirements referenced in subparagraph 4(a) below, Tenant may terminate this Lease subject to the terms of Section 4 below.

c. Taxes. In addition to the rent, Tenant further agrees to timely pay its pro rata share of any real estate taxes or personal property taxes in lieu of real estate taxes or special assessments required by any governmental body having jurisdiction over the Leased Premises as a result of this Lease, following receipt of an invoice for such taxes and assessments together with reasonable supporting documentation evidencing Tenant's pro-rata share of the taxes.

d. Miscellaneous. Tenant shall pay all costs of Landlord's inspections and installation/modification project management costs for the communication facility equipment described in **Exhibit D** within 60 days after Landlord sends an invoice for such fees to Tenant, together with reasonable supporting documentation evidencing such fees. In addition to consulting and engineering inspection costs, Tenant shall reimburse Landlord for all reasonable costs associated with reviewing

this Lease and approving Tenant's application, including but not limited to all attorneys' fees, staff and administrative review time, engineering inspection fees and third party consultant fees and expenses. All fees and invoices contemplated in this paragraph 3d must be paid within 90 days after Landlord sends Tenant an invoice for the same together with reasonable supporting documentation evidencing such fees. Landlord may utilize an Escrow Agreement to facilitate the reimbursement process which Escrow Agreement shall be in a form and substance acceptable to Landlord and Tenant.

4. Governmental Approval Contingency.

- a. Tenant Application. Tenant's right to use the Leased Premises pursuant to the equipment modification proposed in **Exhibit D** is expressly made contingent upon its obtaining and maintaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approvals and shall take no action, which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof. However, this Lease in no way obligates Landlord to issue such certificates, permits, zoning or other approvals. Nor shall it be interpreted to curtail or limit the City's rights to utilize or implement its eminent domain authority and, in such event, the provisions of paragraph 17 herein shall control.
- b. Interference Study. Before obtaining any new building permit, Tenant must pay the reasonable costs of (i) a radio frequency interference study, if determined necessary by the Long Lake City Engineer, carried out by an independent and qualified professional selected by and agreed upon by Landlord and Tenant showing that Tenant's intended use will not interfere with any existing communications facilities and (ii) an engineering study showing that the Structure is able to support the Tenant's Communication Facilities, as defined in Subparagraphs 5(b) and (c), without prejudice to the City's use of the Structure. If the study finds that there is a potential for interference that cannot be reasonable remedied or for prejudice to the Structure, Landlord may deny the permit application. Landlord may, at its discretion, waive the requirement of an interference study if Landlord determines that the proposed modification will not affect the frequencies used by Tenant.
- c. Non-approval. In the event that any application necessary under Subparagraph 4(a) above to implement the equipment modifications contemplated in **Exhibit D** is finally rejected, Tenant shall have the right to terminate the Lease, in writing, within 30 days of notice of said final application rejection. Tenant's failure to timely exercise this termination option shall be deemed to be a waiver of the same. Should Tenant exercise the termination right contemplated in this paragraph, Tenant shall not be entitled to recover any rent paid prior to such termination nor shall such action eliminate Tenant's obligation to pay any delinquent rent. Further, Tenant

shall not be entitled to recover or withhold any portion of the Signing Bonus owed to Landlord pursuant to Subparagraph 2(a) above. Tenant shall also reimburse Landlord for any actual costs incurred in the review of the application pursuant to subparagraph 3(d) above. Notice of Tenant's exercise of its right to terminate shall be given to Landlord as outlined in Section 20 of this Lease and shall be effective upon receipt of such notice by Landlord as evidenced by the return receipt, or on such later date as specified in the notice by Tenant. Except as required under Subparagraph 12(d) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligation to each other, except for those obligations outlined in Paragraph 9 of this Lease.

5. Tenant's Use.

- a. User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:
1. Landlord's non-commercial uses;
 2. Public safety agencies, including law enforcement, fire, and ambulance services;
 3. Other governmental agencies where the non-commercial use is not related to public safety;
 4. Pre-existing governmental entities, including Landlord, who offer a commercial service to the general public for a fee unless there is a material modification of any existing equipment configuration and/or frequency characteristics, in which event any existing unmodified equipment shall have priority; and
 5. Pre-existing tenants existing at the Water Tower and Telecommunications Easement prior to the Effective Date, unless there is a material modification of any existing equipment configuration and/or frequency characteristics, in which event any existing unmodified equipment shall have priority.
- b. Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a Landlord-approved communications antenna facility and uses incidental thereto for providing radio and wireless telecommunication services, which Tenant is legally authorized to provide to the public. Subject to part (f) below, for any new projects, applications, additions or modifications after the date of execution of this Lease, Tenant shall submit all plans and specifications for its Communication Facilities to the Landlord for approval, which approval shall not be unreasonably withheld or delayed. Excepting the above defined Tenant Ground Space, this use shall be non-exclusive, and Landlord specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises. Tenant's communications antenna facility shall consist of antennas, along with cables and appurtenances connected thereto, as shown on the attached **Exhibit D**

("Communication Facilities"). Landlord and Tenant shall comply with all applicable ordinances, statues and regulations of local, state and federal government agencies. Tenant further agrees to be bound by any applicable ordinances, statutes and regulations which are enacted after execution of this Lease.

- c. Construction. Tenant may erect, operate and maintain an antenna array in accordance with the plans and specifications in its submitted application, attached as **Exhibit D**. If Tenant wishes to install additional transmission equipment, it must first pay for an evaluation carried out by a qualified professional, retained by Landlord or Tenant and subject to Landlord's approval, demonstrating that (i) the additional equipment will not interfere with existing antennas and equipment or with proposed antennas/equipment with a higher priority, and that (ii) the Structure can structurally support the additional equipment. The cost of each evaluation must be paid by the Tenant within thirty (30) days after receiving written notice of the cost. Upon a written request from Tenant, Landlord shall provide documentation supporting these costs, if Landlord has incurred them. If Landlord consents, the parties will negotiate the amount of additional rent for the additional equipment. If the Landlord consents, the parties will also facilitate the exchange and review of as-built drawings and construction plans in a manner and form prescribed by Landlord.
- d. Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Communication Facilities on the Leased Premises in accordance with good engineering practices, and with all applicable FCC rules and regulations. Subject to part (f) below, Tenant's installation of all Communication Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any damage done to the Leased Premises or other Landlord property including the Structure during installation or during operations, shall be repaired at Tenant's expense within thirty (30) days after notification of damage. The Communication Facilities shall remain the exclusive property of the Tenant. The Structure shall remain the exclusive property of Landlord.
- e. Maintenance, Improvement Expenses. All modification to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, transmission equipment, facilities and other equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises, and secured by Tenant. If Tenant's Communication Facilities are mounted on the Structure they shall, at all times, be painted, at Tenant's expense, the same color as the Structure.
- f. Replacements, Updates, and Modifications. Tenant may not add to or alter the Communication Facilities set forth in **Exhibit D** without the prior written approval of the Landlord, provided however, Tenant may perform maintenance or repairs of

the Communication Facilities and may replace existing equipment located on the water tower with equipment that is the same or smaller in size, height, weight, volume and wind loading and which does not reduce Landlord's available capacity on the water tower without the prior approval of Landlord, however, notice to Landlord is required regardless of whether Landlord consent is required or not. In the event that Tenant needs to perform emergency maintenance or repairs of the Communication Facilities which will not add to or alter the same, Tenant shall provide Landlord with as much notice as possible and inform Landlord of the type and scope of work to be performed. In all other situations, at least thirty (30) days before the Tenant replaces, updates or modifies the Communication Facilities, Tenant shall notify and provide detailed plans and specifications to Landlord for any such replacement facilities, together with any other information reasonably requested by Landlord regarding such requested update, replacement, or modification, including but not limited to, a technical study, carried out at Tenant's expense. Tenant agrees to reimburse Landlord for all costs incurred by Landlord in connection with any addition or alteration to the Communication Facilities, including but not limited to plan review, structural review, site meetings, inspection time, and as-built updating because of Tenant's changes, including attorneys' fees for drafting and/or reviewing documents. Landlord may utilize an escrow agreement to facilitate the reimbursement process. Such an escrow agreement shall be in a form and substance acceptable to Landlord and Tenant. When requested and practicable, Landlord will attempt to obtain an estimate of the costs of any Consultant review of any future addition or alteration to the Communication Facilities, and provide the same to Tenant with a requested escrow amount. If Landlord consent is required and Landlord consents to the update or modification, or replacement, the parties will negotiate the amount of additional rent, if any, for the additional equipment. If the Landlord consents, the parties will also facilitate the exchange and review of as-built drawings and construction plans in a manner and form prescribed by Landlord.

- g. Drawings. Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all Communication Facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Communication Facilities actually placed on the Leased Premises.
- h. No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner reasonably suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operation of any priority tenant using the Structure and shall not interfere with the working use of any water storage facilities thereon or to be placed thereon by Landlord.
- i. Access, Notice. Tenant and its employees, agents, contractors and designees, at all reasonable times during this Lease, shall have access to the Leased Premises and

the Structure in order to operate and maintain its Communication Facilities, subject to the terms of this Lease and applicable federal, state, and local law. Tenant shall notify Landlord by telephone or email of scheduled operation and maintenance work on the Communication Facilities located on the Structure at least 48 hours in advance of the start of the scheduled work. In the case of the need for emergency work to the Communication Facilities on the Structure, Tenant shall notify Landlord as soon as practicable after commencement of the work. For the purposes of this section, Tenant shall directly contact the City Administrator, or her/his designee at least 48 hours in advance of the start of any non-emergency work on the Structure, to complete notification of Landlord.

- j. Payment of Utilities. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith. At Tenant's sole cost, Landlord shall reasonably cooperate with Tenant's efforts to obtain any utilities necessary to serve the Communications Facilities.
 - k. Noise. All Communication Facilities shall be constructed and operated in such a manner as to minimize the amount of noise impacts to the occupants of nearby properties, residents of nearby homes and the users of recreational areas, such as public parks and trails. Noise attenuation measures shall be required for all air conditioning units. Backup generators shall only be operated during power outages and for testing and maintenance purposes. At any time, noise attenuation measures may be required by Landlord, when deemed necessary. Tenant will, at its own expense, install noise mitigation equipment or a buffer to meet State noise standards, if necessary.
6. Emergency Facilities. In the event of a natural or man-made disaster, in order to protect the health, welfare, and safety of the community, Tenant may erect additional Communication Facilities and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed ninety (90) days unless Tenant obtains written approval from Landlord.
 7. Additional Maintenance Expenses. Upon notice from Landlord, Tenant shall promptly pay to Landlord all additional Landlord expenses incurred in maintaining the Leased Premises and the Structure, including painting or other maintenance of the Structure, that are caused by or directly attributable to Tenant's occupancy of the Leased Premises.
 8. Maintenance of Tower Facilities by Landlord. Upon 30 days-notice by Landlord, Tenant agrees it will take whatever actions are reasonably necessary to permit Landlord to perform maintenance on the Structure. If this maintenance may include temporary removal of a portion of the Communication Facilities, Tenant shall be obligated to comply with Landlord's direction to remove upon 120 days' notice, but Landlord shall make every effort to provide Tenant with as much notice as possible of an impending request to remove equipment. Any requirement of Tenant under this Paragraph shall be at no cost to

Landlord. If any proposed maintenance results in an interruption of service from Tenant's Communication Facilities, Tenant shall be permitted to place temporary facilities known as a cell on wheels (COW) within Landlord's Water Tower and Telecommunications Easement, when feasible, and otherwise on other property owned by Landlord for the duration of the maintenance activities that adversely affect Tenant's Communication Facilities. Landlord shall have discretion to determine where such COW facility shall be temporarily located.

9. Defense and Indemnification.

- a. General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be liable in the performance of this Lease arising from Tenant's installation, modification, maintenance, and operation of its Communication Facilities or Tenant's use of the Leased Premises, except those which arise from the negligence or willful misconduct of Landlord or other Landlord authorized users of the Water Tower and Telecommunications Easement or the Structure. Tenant shall defend all claims arising out of the installation, modification, operation, use, maintenance, repair, removal, or presence of Tenant's Communication Facilities, equipment and related facilities on the Leased Premises. Landlord agrees to defend, indemnify and hold Tenant and its officers, employees, agents, and representatives harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of Landlord's use of the Water Tower and Telecommunications Easement except those which arise from the negligence or willful misconduct of Tenant or other users of the Water Tower and Telecommunications Easement or the Structure.
- b. Hazardous Materials. Without limiting the scope of Subparagraph 9(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises resulting from Tenant's use of Hazardous Materials. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to CERCLA. Excepting equipment utilized by Tenant, Landlord represents that it has no knowledge of any Hazardous Materials on the Leased Premises. Landlord will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the cleanup

or restoration of the Leased Premises resulting from Landlord's introduction of Hazardous Materials to the premises.

- c. Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not illegally store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four (24) hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises. The obligations of Paragraph 9 shall survive the expiration or other terminations of this Lease. Tenant shall be allowed to use a Landlord-approved generator and properly store reasonable quantities of batteries in good working order, which are not damaged, leaking, or otherwise compromised on the Leased Premises, to provide backup power to the Communication Facilities.

10. Insurance.

a. Worker's Compensation. Tenant must maintain Workers' Compensation insurance in compliance with all applicable state statutory limits. The policy shall also provide Employer's Liability coverage with limits of not less than \$1,000,000 bodily injury each accident, \$1,500,000 bodily injury by disease, policy limit, and \$1,000,000 bodily injury by disease, each employee.

b. General Liability. Tenant must maintain an occurrence form Commercial General Liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage, personal and advertising injury, premises/operation, broad form contractual liability, claims arising from Tenant independent contracts, and products/completed operation.

Tenant must maintain aforementioned Commercial General Liability Coverage with limits of liability of \$2,000,000 per occurrence and \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate.

The City of Long Lake will be included as an Additional Insured as their interest may appear under this Agreement on the Commercial General Liability insurance and the Automobile Liability insurance. For Tenant operations, compliance with the terms of this Lease, and for claims arising out of the negligent acts and or willful misconduct of Tenant's actions, Additional insured coverage shall apply as primary insurance and be non-contributory with respect to any policy maintained by the City of Long Lake. Additionally, Landlord requires that Tenant carry completed operations insurance per Minnesota statute. Tenant shall require any contractor or subcontractor to obtain and maintain substantially the same insurance as required of Tenant including a waiver of subrogation in favor of the City of Long Lake with respect to losses arising out of or in connection with any work to be performed on the Leased Premises.

c. Automobile Liability. Tenant must carry automobile liability coverage. Coverage shall afford total liability limits for bodily injury liability and property damage liability in the amount of \$1,500,000 combined single limit each accident covering all owned, non-owned and hired vehicles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists' coverage.

d. Tenant's Property Insurance. Tenant must keep in force during the term of the Lease a policy covering damages to its property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.

e. Additional Insured – Certificate of Insurance. Tenant shall provide, within 90 days of full execution of this Amendment, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- VII or better) by Best Insurance Guide, licensed, authorized or permitted to do business in the state of Minnesota, which includes all coverages required in this Paragraph 10. Tenants will include Landlord as an Additional Insured as their interest may appear under this agreement on the General Liability and Commercial Automobile Liability Policies. Upon receipt of notice from its insurer(s), Tenant will provide the Landlord with thirty (30) days' prior written notice of cancellation, non-renewal, or material alteration of any required coverage. Tenant shall provide evidence of the maintenance of the required insurance to Landlord, on an annual basis. Failure to maintain all of the insurance policies required by this Paragraph 10 shall amount to a material breach of Tenant's obligations under this Lease and shall empower Landlord to terminate the Lease immediately and without cost to Landlord.

f. Waiver of Claims; Subrogation. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage that may occur to the Leased Premises or any improvement thereto, or the Structure or any improvements thereto, or any property of such party therein, by reason of fire or any other cause which could be insured against under the terms of standard fire and extended coverage (all-risk) insurance policies, regardless of cause or origin, including fault or negligence of the other party hereto, or anyone for whom such party may be responsible. Each party shall cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party hereto in connection with damage covered by such policy. The releases in this Paragraph will be effective whether or not the loss was actually covered by insurance. Tenant assumes all risk of loss or damage of Tenant's property or leasehold improvements within the Leased Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act

of any other tenant, or other cause. Landlord will not be liable to Tenant, or its employees, for loss of or damage to any property in or at the Leased Premises or the Structure.

11. Damage or Destruction. If the Leased Premises is destroyed or damaged, so as, in Tenant's reasonable judgment, to hinder its effective use of the Communication Facilities, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to the Landlord. In the event Tenant elects to terminate this Lease, Tenant shall be entitled to reimbursement of any pre-paid rent covering the period subsequent to the effective date of the termination. Under no circumstances shall Tenant be entitled to recover from Landlord any portion of the Signing Bonus paid to Landlord nor shall the provisions of this paragraph effect Tenant's obligation to pay the same and any and all due rent to Landlord.

12. Lease Termination.
 - a. Events of Termination. Except as otherwise provided herein, this Lease may be terminated upon sixty (60) days written notice to the other party as follows:
 - (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof) unless such default may not reasonably be cured within a 60-day period in which case, this Lease may not be terminated if the defaulting party commences action to cure the default within such 60-day period and proceeds with due diligence to fully cure the default;
 - (ii) by Tenant, within 30 days of notice of a final application rejection as contemplated in, and subject to the terms of, Section 4 above. This termination right may only be exercised within this 30 day period and thereafter shall be considered waived and any exercise of the same shall not relieve Tenant of the obligation to pay the Signing Bonus contemplated in Section 2(a);
 - (iii) by Landlord, upon six months' notice, if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises, however, Landlord shall retain the authority to immediately terminate this Lease in the event Landlord determines that the Structure presents an imminent threat to public safety;
 - (iv) by Landlord, upon six months' notice, if an engineering study determines that a potential user with a higher priority under Subparagraph 5(a) above cannot find another adequate location, or the Communication Facilities

unreasonably interfere with another user with a higher priority and Tenant does not remove the interfering equipment as required by Paragraph 15(b). If Landlord seeks to terminate this Lease pursuant to this subparagraph 12a(iv) due to a priority user need related to public safety, then this Lease may be terminated by Landlord without further obligation to Tenant. If Landlord seeks to terminate this Lease pursuant to this subparagraph 12a(iv) and the priority user's need is not related to public safety, then before terminating this Lease pursuant to this subparagraph 12a(iv), Landlord shall make all reasonable efforts to arrange placement of the priority user and/or allow relocation of Tenant on the Structure in a way which will not necessitate the removal of Tenant or termination of this Lease. If Landlord is unable to arrange for mutual placement of Tenant and the priority user unrelated to public safety, Landlord may terminate this Lease pursuant to this subparagraph 12a(iv), but Landlord shall not at any time over the balance of the then existing Term and all unexpired Renewal Terms, lease the Leased Premises to another party with equal or lesser priority for the same use as that of Tenant.

- (v) By Landlord, upon reasonable notice and provision of an opportunity to cure to Tenant, due to non-payment or habitual delinquent payment of rent or other financial obligations owed by Tenant to Landlord pursuant to this Lease.
- b. Notice of Termination. The parties shall give notice of termination in accordance with Section 20 of this Lease. Such notice shall be effective upon receipt, as evidenced by the return receipt, affidavit of service, or such later date as stated in the notice. All rentals paid for the Lease period prior to the termination date shall be retained by Landlord.
 - c. Tenant's Liability for Early Termination. If Tenant terminates this Lease other than as expressly provided in this Lease, and that termination occurs during the Initial Term of this Lease, Tenant shall pay to Landlord as liquidated damages for early termination two (2) year's rent at the then current rate, including scheduled escalation, over and above any rent paid or rent then or thereafter owed pursuant to the Lease. If Tenant terminates this Lease other than as expressly provided in this Lease, and that termination occurs after completion of the Initial Term of this Lease, Tenant shall pay to Landlord as liquidated damages for early termination, one (1) year's rent at the then current rate over and above any rent paid or rent then or thereafter owed pursuant to the Lease.
 - d. Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have sixty (60) days from the termination or expiration date to remove its Communication Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the Structure and any ground space to the condition existing prior to the commencement of the Unamended Lease, except for

normal wear and tear and damage by the elements; if such time for removal causes Tenant to remain on the Leased Premises after the termination or expiration date, Tenant shall pay rent at the then existing monthly rate, including any scheduled escalation. In the event that Tenant's Communication Facilities, and related equipment are not removed within 60 days, Landlord may remove the same, at Tenant's expense, or at Landlord's sole discretion, become the property of Landlord free of any claim by Tenant or any person or entity claiming through Tenant. If Tenant fails to remove the Communication Facilities or any other improvements within 60 days, Tenant shall pay to Landlord, notwithstanding the termination of this Lease, rent in an amount equal to 150% of the amount of applicable rent that would have been due for the period of time after 60 days that any portion of the Communication Facilities remain on the Leased Premises.

13. Limitation of Liability. Except for claims for third-party indemnity or contribution, neither party shall be liable to the other for value of the business as a going concern, future expectation of profits, loss of business or profit or other consequential or special damages.
14. Temporary Interruptions of Service. If Landlord reasonably determines that continued operation of the Communication Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which are regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Communication Facilities, except as may be caused by the willful misconduct of Landlord, its employees or agents and except if Landlord's determination is found by a court of competent jurisdiction to have been negligent or inaccurate. If the discontinuance extends for a period greater than three days, Tenant shall have the right to terminate this Lease within its sole discretion for cause and without payment of any damages.
15. Tenant Interference.
 - a. With Structure. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions, which unreasonably and materially interfere with Landlord's use thereof not later than three business days after receipt of written notice of the interference from Landlord.
 - b. With Higher Priority Users. If Tenant's Communication Facilities cause impermissible interference with higher priority user as set forth in Subparagraph 5(a) above or with preexisting equipment of other tenants, Tenant shall take all measures necessary to promptly correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Landlord's written

notice of the interference, Tenant shall immediately cease operating its Communication Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 60 days after Tenant received Landlord's written notice, Landlord or Tenant shall immediately remove the interfering equipment at Tenant's expense and/or Landlord may at its option terminate this Lease immediately for cause and without payment of any damages.

- c. Interference Study – New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area including or in close proximity of the Leased Premises ("Leased Premises Area"), Tenant agrees to provide Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational by Tenant on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies.
- d. Interference – New Occupants. Landlord agrees that it will not grant a future lease in the Leased Premises Area to any party who is of equal or lower priority to Tenant, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Communication Facilities or would contribute to causing interference with higher priority users. Landlord agrees further that any future lease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with Tenant's Communication Facilities. Landlord agrees that it will require any subsequent occupants of the Leased Premises Area of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operations of Tenant caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant, at Tenant's expense.
16. Assignment. This Lease, and rights thereunder, may be sold, assigned, or transferred at any time by Tenant to Tenant's parent, affiliates, subsidiaries or any entity which acquires substantially all of the assets of Tenant in the market defined by the FCC in which the Water Tower and Telecommunications Easement is located, without the consent of Landlord. In such an event, Tenant shall provide at least 30 days' written notice of the assignment to Landlord. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld or delayed. For purposes of this Paragraph, an "affiliate" or "subsidiary" means an entity, which directly or indirectly controls or is controlled by Tenant. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity, which provides financing to Tenant. However, no assignment shall relieve Tenant of its obligations pursuant to the Lease.

- 17. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain, and the condemning authority declines to continue to lease the Leased Premises to Tenant, the Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord (unless Landlord is the condemning authority), such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant’s business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Communication Facilities, and leasehold improvements.

- 18. Landlord’s Title. Landlord covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Leased Premises, subject to the terms of this Lease. Landlord represents and warrants to Tenant as of the date of Landlord’s execution of this Lease that Landlord is not aware of any undisclosed liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect Tenant’s use.

- 19. Enforcement and Attorneys’ Fees. In the event that either party to this Lease shall litigate a claim or bring claim in arbitration to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys’ fees incurred as a result to such claim.

- 20. Notices. All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, or by overnight courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord, to: City of Long Lake
 450 Virginia Ave.
 P.O. Box 606
 Long Lake, MN 55356
 Attention: City Administrator

With Copy to: John J. Thames, Esq.
 Long Lake City Attorney
 6300 Shingle Creek Parkway
 Suite 305

Minneapolis, MN 55430

If to Tenant, to: T-Mobile Central LLC
 12920 SE 38th Street
 Bellevue WA 98006
 Attn: Lease Compliance / A1O079A

21. Authority. Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.
22. Binding Effect. This Lease shall run with the Leased Premises as apart of Owner's Property. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
23. Complete Lease; Amendments. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
24. Governing Law; Jurisdiction. This Lease shall be construed in accordance with the laws of the State of Minnesota. Further, in the event that either party to this Lease shall litigate a claim or bring claim in arbitration to enforce any rights hereunder, that claim shall be handled in Hennepin County, Minnesota.
25. Severability. If any term of this Lease is found be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
26. Memorandum. Upon request by either party, the parties agree to promptly execute and deliver a recordable Memorandum of this Lease in a form acceptable to both parties, which may be recorded by the party requesting the Memorandum of Lease.
27. Brokers. If either party is represented by a real estate broker in this transaction, that party shall be responsible for any fee due to such broker and shall hold the other party harmless from any claims for commission by such broker.
28. Counterparts. This Lease may be signed in counterparts by the parties hereto each of which counterparts shall be considered an original.
29. Survival. The provisions of this Lease relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

30. One-time Payment to Address Rent Shortfall. The parties acknowledge that Tenant, as of the date of execution of this Lease, has paid \$25,008.52/year in rent to Landlord for the Lease years 2022 and 2023. As a part of this Lease, the parties agree that Tenant shall make a one-time payment to Landlord no later than April 30, 2024 in the amount of \$23,062.96 to cover the uncollected value contemplated in this Lease. Upon such payment, Landlord waives any claim to 2022 and 2023 Rent shortfalls pursuant to this Lease which are based upon non-payment of the full amount contemplated in Section 3a herein. However, this waiver shall not apply to any other claims related to non-compliance with the Lease or to Rent payment in 2024 or thereafter.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LANDLORD:

CITY OF LONG LAKE, a Minnesota municipal corporation

By: _____
Charlie Miner
Its Mayor

Date: _____

By: _____
Scott Weske
Its Administrator

Date: _____

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Charlie Miner, the Mayor, and Scott Weske, the City Administrator, of the City of Long Lake, Minnesota, on behalf of said municipal corporation.

Notary Public

EXHIBIT A

(“Owner’s Property”)

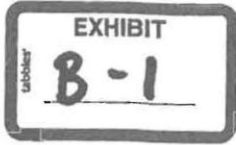
Real Property in Hennepin County, Minnesota, described as follows:

445 Willow Drive, Long Lake, MN 55356

That part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 118 North, Range 23 West of the 5th Principal Meridian, Hennepin County, Minnesota, described as follows: Beginning at a point 292.01 feet North from the Southeast corner of said Southeast Quarter of the Northeast Quarter; thence West parallel with the South line of said Southeast Quarter of the Northeast Quarter a distance of 269.52 feet; thence Northwesterly along a line deflecting right 35 degrees 57 minutes to its intersection with a point 391.02 feet North of the South line of said Southeast Quarter of the Northeast Quarter; thence East parallel with the South line of said Southeast Quarter of the Northeast Quarter to a point 391.02 feet North from the Southeast corner of said Southeast Quarter of the Northeast Quarter; thence South 99.01 feet to the point of beginning, except the East 33 feet thereof.

EXHIBIT B

(“Water Tower and Telecommunications Easement”)
(See Attached Exhibits B-1 to B-4)



PROPOSED UTILITY EASEMENT DESCRIPTION

A 10.00 foot wide easement for utility purposes over, under and across the following described property:

That part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 118 North, Range 23 West of the 5th Principal Meridian, Hennepin County, Minnesota, described as follows: Beginning at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 292.01 feet north from the southeast corner of said Southeast Quarter of the Northeast Quarter; thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 269.52 feet; thence northwesterly along a line deflecting right 35 degrees 57 minutes to its intersection with a point 391.02 feet north of the south line of said Southeast Quarter of the Northeast Quarter; thence east parallel with the south line of said Southeast Quarter of the northeast Quarter to said East line; thence south along said East line to the point of beginning, except the East 33 feet thereof, the centerline of said easement being described as follows: Commencing at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 297.01 feet north of the southeast corner of said Southeast Quarter of the Northeast Quarter; thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 33.00 feet to the point of beginning of the centerline being described; thence continuing west parallel with said South line a distance of 120.00 feet; thence northwesterly, deflecting right 60 degrees a distance of 25.00 feet; thence westerly, deflecting left 60 degrees a distance of 35.00 feet, and said line there ending.

Exhibit B 1 of 4



PROPOSED UTILITY EASEMENT DESCRIPTION

A 20.00 foot wide easement for utility purposes over, under and across the following described property:

That part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 118 North, Range 23 West of the 5th Principal Meridian, Hennepin County, Minnesota, described as follows: Beginning at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 292.01 feet north from the southeast corner of said Southeast Quarter of the Northeast Quarter; thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 269.52 feet; thence northwesterly along a line deflecting right 35 degrees 57 minutes to its intersection with a point 391.02 feet north of the south line of said Southeast Quarter of the Northeast Quarter; thence east parallel with the south line of said Southeast Quarter of the northeast Quarter to said East line; thence south along said East line to the point of beginning, except the East 33 feet thereof,

the centerline of said easement being described as follows: Commencing at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 323.01 feet north of the Southeast corner of said Southeast Quarter of the Northeast Quarter, thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 33.00 feet to the point of beginning of the line being described; thence continuing west on said parallel line a distance of 167.02 feet to "Point B", and said centerline there ending. Together with that part of the above described property which lies within the circumference of a circle having a radius of 15.00 feet, the center of said circle being hereinbefore described "Point B".

Exhibit B 2 of 4

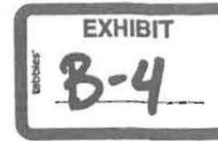


PROPOSED ACCESS EASEMENT DESCRIPTION

A 10.00 foot wide easement for access purposes over the following described property:

That part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 118 North, Range 23 West of the 5th Principal Meridian, Hennepin County, Minnesota, described as follows: Beginning at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 292.01 feet north from the southeast corner of said Southeast Quarter of the Northeast Quarter; thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 269.52 feet; thence northwesterly along a line deflecting right 35 degrees 57 minutes to its intersection with a point 391.02 feet north of the south line of said Southeast Quarter of the Northeast Quarter; thence east parallel with the south line of said Southeast Quarter of the northeast Quarter to said East line; thence south along said East line to the point of beginning, except the East 33 feet thereof, the centerline of said easement being described as follows: Commencing at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 315.80 feet north of the Southeast corner of said Southeast Quarter of the Northeast Quarter; thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 33.00 feet to the point of beginning of the line being described; thence continuing west on said parallel line a distance of 97.89 feet; thence westerly along a tangential curve concave to the north, having a central angle of 20 degrees and a radius of 30.00 feet, a distance of 10.47 feet; thence westerly tangent to last said curve a distance of 10.51 feet; thence westerly along a tangential curve concave to the south, having a central angle of 20 degrees and a radius of 30.00 feet, a distance of 10.47 feet; thence west tangent to last said curve a distance of 38.83 feet to "Point A", and said centerline there ending. Together with that part of the above described property which lies within the circumference of a circle having a radius of 43.00 feet, the center of said circle being hereinbefore described "Point A".

Exhibit B 3 of 4



PROPOSED UTILITY EASEMENT DESCRIPTION

An easement for utility purposes over, under and across the following described property:

That part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 118 North, Range 23 West of the 5th Principal Meridian, Hennepin County, Minnesota, described as follows: Beginning at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 292.01 feet north from the southeast corner of said Southeast Quarter of the Northeast Quarter; thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 269.52 feet; thence northwesterly along a line deflecting right 35 degrees 57 minutes to its intersection with a point 391.02 feet north of the south line of said Southeast Quarter of the Northeast Quarter; thence east parallel with the south line of said Southeast Quarter of the northeast Quarter to said East line; thence south along said East line to the point of beginning, except the East 33 feet thereof, said easement being 2.50 feet on each side of "Line C" described below, and being 15 feet on each side of "Line D" described below:

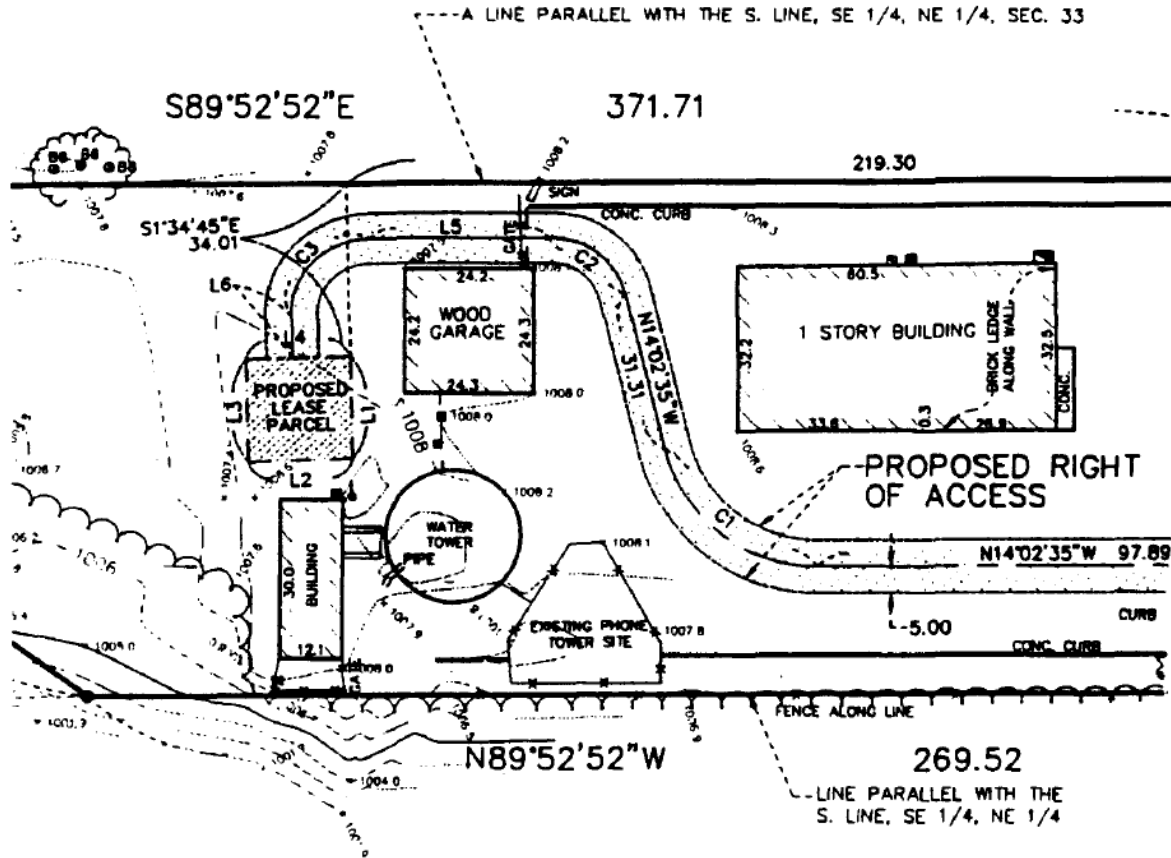
"Line C"

Commencing at a point on the East line of said Southeast Quarter of the Northeast Quarter distant 388.52 feet north of the southeast corner of said Southeast Quarter of the Northeast Quarter; thence west parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 33.00 feet to the point of beginning of said "Line C"; thence continuing west parallel with said south line a distance of 192.76 feet to a point, said point being the point of termination of said "Line C" and the point of beginning of said "Line D"; thence south parallel with said east line a distance of 70.00 feet, and said "Line D" there terminating.

Exhibit B 4 of 4

EXHIBIT C

(“Leased Premises” attached hereto)



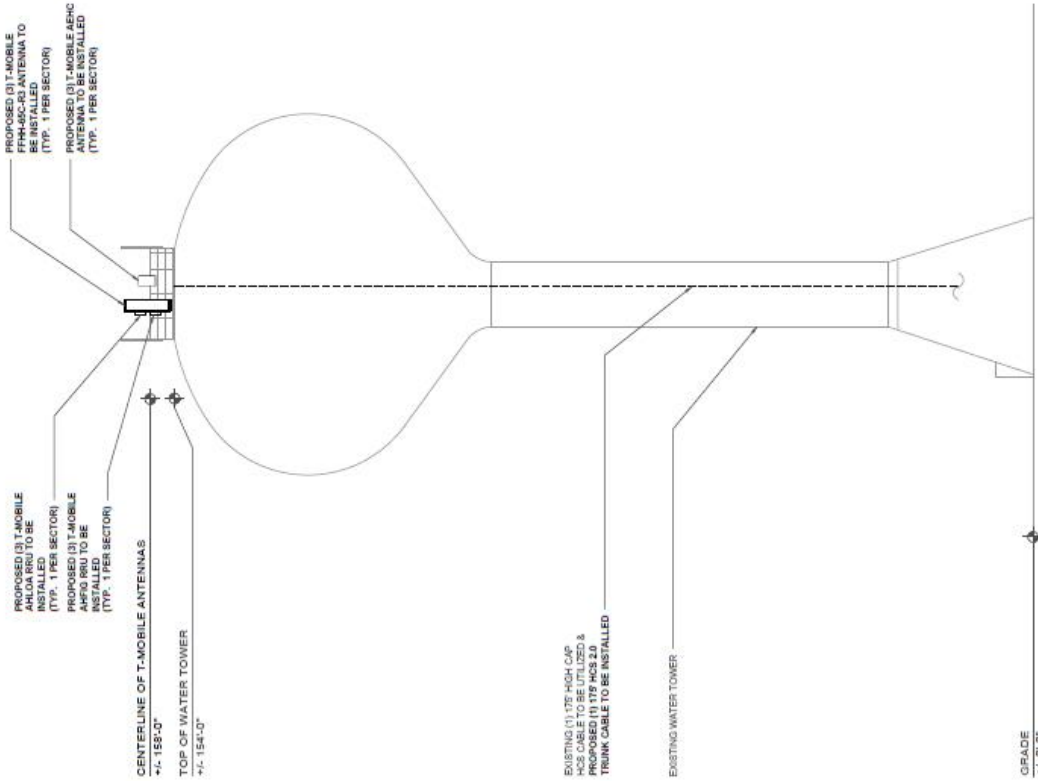
Legal Description of Leased Premises:

Commencing at a point on the east line of said Southeast Quarter of the Northeast Quarter, distant 391.02 feet north of the southeast corner thereof; thence North 89 degrees 52 minutes 52 seconds West parallel with the south line of said Southeast Quarter of the Northeast Quarter a distance of 219.30 feet; thence south 1 degree 34 minutes 45 seconds East a distance of 34.01 feet to the point of the beginning of the land to be described: thence continuing South 1 degree 34 minutes 45 seconds East a distance of 20.00 feet; thence north 1 degree 34 minutes 45 seconds West a distance of 20.00 feet; thence North 88 degrees 25 minutes 45 seconds East a distance of 20.00 feet to said point of beginning.

EXHIBIT D

(“Communication Facilities”)
(Approved Plans dated August 21, 2020 attached hereto)

<p>1000 W. WASHINGTON STREET SUITE 100 MINNEAPOLIS, MN 55402 PH: (612) 339-2000</p>	<p>3021 WALKER LANE SUITE 200 MINNEAPOLIS, MN 55412 PH: (612) 337-4000</p>	<p>15960 MINNETT ROAD SUITE 140 CAMBRIDGE, MINNESOTA 55081</p>	<p>SITE NAME LONG LAKE</p>	<p>SITE ID A100079A</p>	<p>SITE ADDRESS 445 WILLOW DRIVE SOUTH LONG LAKE, MN 55088</p>	<p>PROJECT NUMBER 668234</p>	<table border="1"> <tr> <th>REV</th> <th>DATE</th> <th>BY</th> <th>APP</th> <th>DESCRIPTION</th> </tr> <tr> <td>01</td> <td>08/02/20</td> <td></td> <td></td> <td>PRELIMINARY CO'S REV A</td> </tr> <tr> <td>02</td> <td>08/02/20</td> <td></td> <td></td> <td>FINAL CO'S REV B</td> </tr> <tr> <td>03</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>04</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>05</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>06</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>07</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>08</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>09</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>10</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	REV	DATE	BY	APP	DESCRIPTION	01	08/02/20			PRELIMINARY CO'S REV A	02	08/02/20			FINAL CO'S REV B	03					04					05					06					07					08					09					10					<p>TOWER ELEVATION</p> <p>DATE REVISION A-1.0</p>
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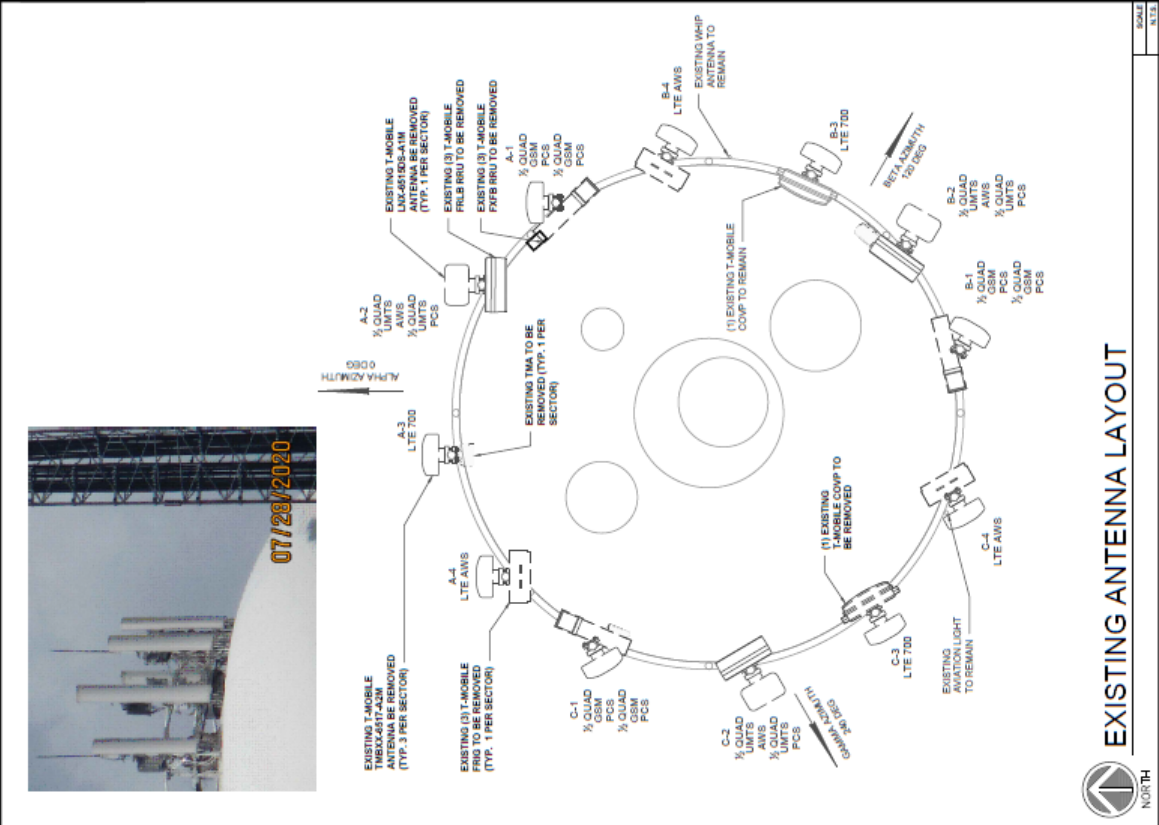
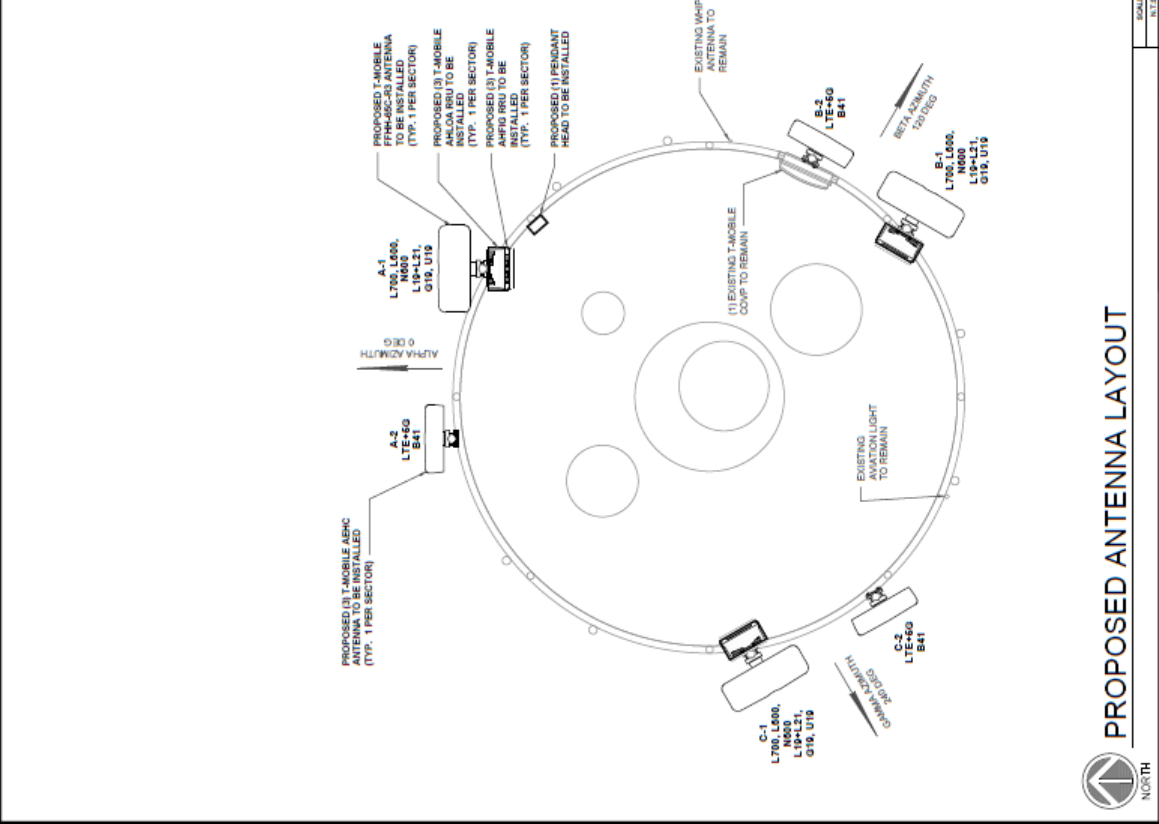


TOWER ELEVATION

1
A-1.0

SCALE: 1"=50'-0"
DATE: 10/26/2020

 8000 METZ BLVD, SUITE 100 MINNAPOLIS, MN 55412 PH: (612) 277-4200	 100 WILSON AVENUE, SUITE 400 MINNAPOLIS, MN 55412 PH: (612) 277-4200	 Wireless Consulting Services 15960 WILMIST ROAD SUITE 140 CAMBRICK TERRACE, L. 55181	SITE NAME LONG LAKE												
			SITE ID A100079A												
PROJECT ADDRESS 445 WILLOW DRIVE SOUTH LONG LAKE, MN 55330			PROJECT NUMBER 668234												
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2	08/01/2020	FINAL CD'S REV B	JG												
ATTENTION: THIS SHEET IS A PART OF THE PROJECT AND NOT BE LOANED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE PROJECT ARCHITECT.															
ANTENNA LAYOUTS			SHEET NUMBER A-1.1												



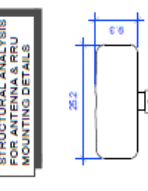
T-Mobile
1000 WEST WYOMING STREET
DENVER, CO 80202
PH: (800) 252-4673

TRILEAF
521 WALTON SQUARE BOULDER
SUNNYSIDE, CO 80521
PH: (303) 440-4000

Insite inc.
Wireless Consulting Services
15660 HIGHWAY 104
CAMBRIDGE, MA 02142

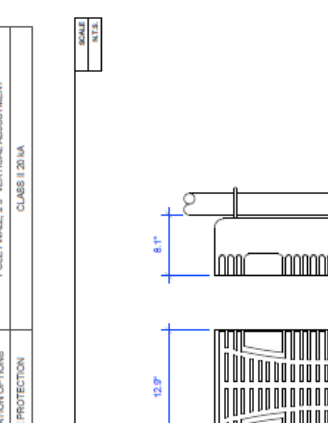
LONG LAKE
SITE ID: **A100079A**
SITE ADDRESS: **445 WILLOW DRIVE SOUTH
LONG LAKE, MN 55350**
PROJECT NUMBER: **668234**

NOTE: APPROVED STRUCTURAL ANALYSIS FOR ANTENNA & RRU MOUNTING DETAILS.



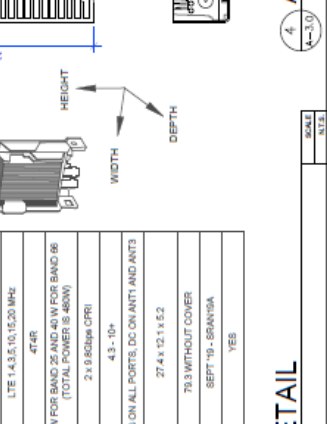
MANUFACTURER: COMMSCOPE
MODEL: FFHH-65C-R3
WEIGHT: 127.6 LBS
HEIGHT: 9.3"
FREQUENCY: REFER TO RF DATA SHEET

2 FFHH-65C-R3 ANTENNA DETAIL
SCALE: N.T.S.



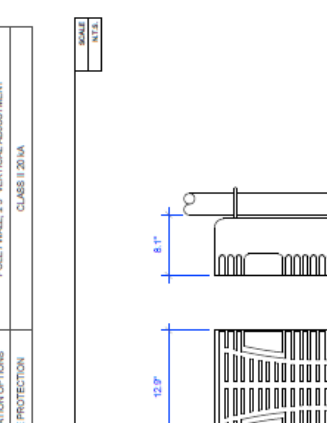
(1) WRAP OF INSULATION TAPE (OVERLAPPING 50%)
(2) STRETCH WRAPPED AMALGAMATING TAPE (STRETCH 30% OVERLAPPING 50%)
(3) WRAP OF INSULATION TAPE (OVERLAPPING 50%)

5 RF JUMPER MOUNTING DETAIL
SCALE: N.T.S.



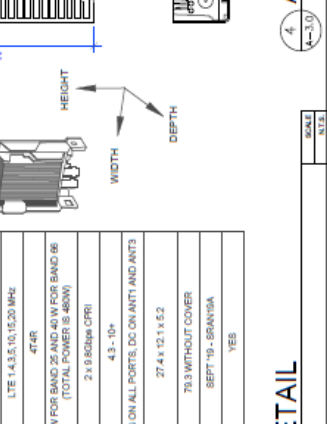
PROPOSED COAX BLOCK MOUNTING PART # 315-0000 SITE PRO
(2) PROPOSED BARREL COAX BLOCK MOUNTING PART # 315-0000 SITE PRO
PROPOSED TOWER STANDOFF KIT SITE PRO PART # 315-0000
PROPOSED COAX BLOCK MOUNTING PART # 315-0000 SITE PRO

3 AEHC DETAIL
SCALE: N.T.S.



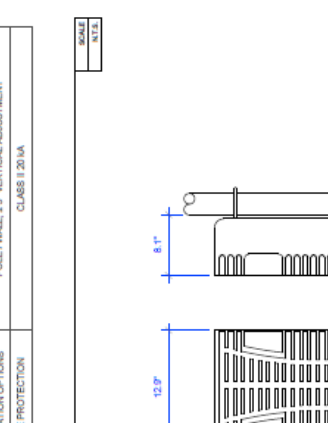
MOUNTING PIPE EXACT DIAMETER TO BE VERIFIED IN FIELD
(2) NEW 3/4" BOLTS TO BE BOLTED TO MOUNTING PIPE

4 AHLOA RRU DETAIL
SCALE: N.T.S.



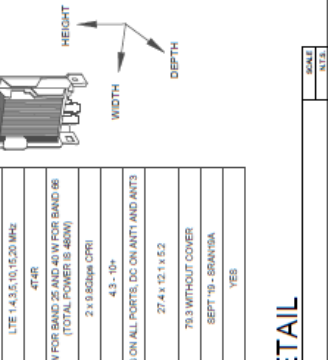
MODEL # AHLOA RRH
DIMENSIONS (W/O/UT PROTECTIVE SHIELD) 28.1" x 12.1" x 4.1"
NET WEIGHT (W/O/UT BRACKETS OR SOLAR SHIELD) 10.0 lbs

3 AHFIG DETAIL
SCALE: N.T.S.



HEIGHT
WIDTH
DEPTH

5 RF JUMPER CONNECTION DETAIL
SCALE: N.T.S.



PROPOSED COAX BLOCK MOUNTING PART # 315-0000 SITE PRO
(2) PROPOSED BARREL COAX BLOCK MOUNTING PART # 315-0000 SITE PRO
PROPOSED TOWER STANDOFF KIT SITE PRO PART # 315-0000
PROPOSED COAX BLOCK MOUNTING PART # 315-0000 SITE PRO

SPECIFICATION	3GPP / FCC COMPLIANT, TDD
FREQUENCY RANGE	2486 - 2690 MHz
MAX. SUPPORTED MODULATION	256 QAM
NUMBER OF TRUNK PATHS	64T / 64R
MIMO STREAMS	16
INSTANTANEOUS BANDWIDTH (BW)	154 MHz
OCCUPIED BANDWIDTH (OBW)	154 MHz
TOTAL AVERAGE ERP	70.3 dBm
MAX. OUTPUT POWER PER TRX	3.75 W / TRX (240 W TOTAL)
ANTENNA CONFIGURATION	12 ROWS, 8 COLUMNS, 2 (H47 X POLARIZED)
MAX. ANTENNA GAIN	25.5 dBi
HORIZONTAL BEAMWIDTH	19° (BORESIGHT)
VERTICAL BEAMWIDTH	6° (BORESIGHT)
HORIZONTAL COVERAGE ANGLE	+46° (3 dBi), +60° (5 dBi)
VERTICAL COVERAGE ANGLE	6°
DIMENSIONS	TBD, 41.0 L / 4.6 H / 11.2 D (H) x 22.8 (W) x 8.3 (D)
VOLUME / WINDWARD AREA	TBD, <110 L / 4.6 H / 11.2 D (H) x 22.8 (W) x 8.3 (D)
WEIGHT	<99 lbs (WITHOUT MOUNTING BRACKETS)
SUPPLY VOLTAGE / CONNECTOR TYPE	DC - 48.5 V - 57 V / 2 POLE CONNECTOR
POWER CONSUMPTION	800 W TYPICAL (75% DL DUTY CYCLE, 30% RF LOAD) 1300 W MAX (75% DL DUTY CYCLE, 100% RF LOAD)

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WILSONVILLE, OR 97158
CLARKSBROOK TERRACE, L. 60181

LONG LAKE

SITE ID: **A100079A**

SITE ADDRESS: **445 WILLOW DRIVE SOUTH
LONG LAKE, MN 55366**

PROJECT NUMBER: **668234**



MODEL	RAYCAP POWERPLUS VOLTAGE BOOSTER
WEIGHT	17.2 LB
HEIGHT	1.7 IN
WIDTH	19.2 IN
DEPTH	13.5 IN
INPUT VOLTAGE	-80 TO -42 VDC
INPUT VOLTAGE, NOMINAL	-48 VDC
INPUT CURRENT, MAX	100 A
OUTPUT VOLTAGE, RANGE	-53 - -65 VDC
OUTPUT CURRENT, MAX	100 A
RATED OUTPUT POWER, MAX	6.5 KW

RAYCAP POWERPLUS VOLTAGE BOOSTER W/ 2 AMPLIFIERS

3. SCALE: 1/4" = 1'-0"

MODEL	HP - LARGE 3 POWER CABINET
CONSTRUCTION	ALUMINUM ENCLOSURE
DIMENSIONS (W x H x D)	30 x 72 x 36 in, DEPTH WITH DOOR: 43 in
WEIGHT	~551 lbs (WITHOUT CUSTOMER EQUIPMENT OR BATTERIES)
TOTAL EQUIPMENT SPACE, 30R	
HORIZONTAL BACK DIMENSION	19" x 27RU
VERTICAL BACK DIMENSION	19" x 3RU
POWER SYSTEM SPACE, 13RU	
MOUNTING OPTIONS	PAD-MOUNT, PLINTH OPTION
FINISH	POLYESTER POWDER PAINT (TAN)
SAFETY	UL LISTED, IEC / EN 60950



HPL3 POWER CABINET DETAIL

1. SCALE: 1/4" = 1'-0"

MODEL	LB3 (LARGE BATTERY 3 CABINET)
CONSTRUCTION	ALUMINUM ENCLOSURE
DIMENSIONS (W x H x D)	30 x 72 x 36 in, DEPTH WITH DOOR: 41.2 in
WEIGHT	~540 lbs (WITHOUT BATTERIES)
INTERNAL RACK DIMENSION	4 BATTERY TRAYS TO SUPPORT UP TO 4 STRINGS 210AH BATTERIES
MOUNTING OPTIONS	PAD-MOUNT, PLINTH OPTION
FINISH	POLYESTER POWDER PAINT (TAN)
SAFETY	UL LISTED, IEC / EN 60950



LB3 BATTERY CABINET DETAIL

2. SCALE: 1/4" = 1'-0"

EQUIPMENT DETAILS
SHEET NUMBER: **A-4.0**