



Agenda
City Council Meeting
Monday, October 27, 2025, 6:00 PM
City Council Chambers | 2780 Kelley Parkway, Orono, MN 55356
952-249-4600 / oronomn.gov

Roll Call

Pledge of Allegiance

Approval of Agenda

Consent Agenda

These items are considered routine and will be enacted by one motion with no discussion unless a council member or staff requests and the item will be removed from the consent agenda for separate discussion and action.

1. [City Council Minutes](#)
2. [Claims/Bills](#)
3. [Upcoming Work Session and Council Training Schedule](#)
4. [Appoint Professional Auditing Firm](#)
5. [Solicitor - Time Extension](#)
6. [Compensation Increase - Public Works Maintenance Worker](#)
7. [Tree Maintenance - Contract Extension for Trimming and Removal](#)
8. [Repair Blacktop - Ivy Place](#)

Public Safety Report

9. [Oath of Office - Police Officer](#)
10. [Agreements - Shoreline Fire Department - Resolutions 7632 and 7633](#)

Presentations

11. [Legislative Update - House District 45A](#)
12. [Utility Rate Study](#)

Public Hearing

This is an opportunity for the public to address City Council on a proposed action or issue before a decision is made. Relevant comments of support and opposition from the public are reflected in the meeting record and considered by the council when making a decision.

13. [Certification of Delinquent Utilities and Accounts Receivable - Resolution 7631](#)

Public Comments

This is an opportunity for the public to address the City Council. The council will not engage in discussion or take action on items presented at this time. However, the council may refer issues to staff for follow up or consideration at a future meeting. Speakers should state their name and home address at the podium before speaking. Speakers should be mindful of time and limit their remarks to three (3) minutes to allow sufficient opportunity for others to speak. We encourage speakers to address their comments to the mayor and council and to keep their remarks respectful and relevant. Please no personal attacks. Criticism of ideas is acceptable, but attacks against individuals are not tolerated. Please make your statements in a civil manner. Similarly, we ask everyone in the audience to be respectful of speakers and refrain from disruptive behavior, such as shouting, heckling, or making excessive noise.

City Administrator/Engineer Report

14. [Replace HVAC Units - Willow Fire Station](#)
15. [Sustainability and Resiliency](#)

Mayor/Council Report

Adjournment

Upcoming Events

Nov 04 Park Commission Work Session

Nov 10 City Council

Nov 11 Holiday - Offices Closed

Nov 17 Planning Commission

Nov 24 City Council

Nov 27 Holiday - Offices Closed

Nov 28 Holiday - Offices Closed

AGENDA ITEM



Date: October 27, 2025

Item: 1

Title: City Council Minutes

Presenter: Christine Lusian, City Clerk

Section: Consent Agenda

1. **Purpose:**

The purpose of this item is to approve the City Council meeting minutes.

2. **Staff Recommendation:**

Approve the City Council work session and regular meeting minutes.

COUNCIL ACTION REQUESTED

Approve the City Council work session and regular meeting minutes.

Exhibits

A. 10-08-2025 CC Minutes - work session

B. 10-13-2025 CC Minutes - work session

C. 10-13-2025 CC Minutes



Minutes
City Council Work Session
Wednesday, October 8, 2025, 9:00 AM
City Council Chambers | 2780 Kelley Parkway, Orono, MN 55356

ROLL CALL

Council members present: Mayor Bob Tunheim, Alisa Benson, Jacqueline Ricks, Steve Persian, Jon Schwingler.

Staff present: City Administrator Adam Edwards, Police Chief Correy Farniok, Community Development Director Laura Oakden, Parks and Facilities Superintendent Joe Ruthenberg, Public Works Superintendent DJ Goman, City Clerk Christine Lusian, Planners Melanie Curtis and Matt Kearney, Communications Specialist Rachel Cotter.

SUSTAINABILITY & RESILIENCY

Staff provided an overview demonstrating how sustainability and resiliency are integrated into the city's daily operations and embedded within services, policies, and community engagement rather than treated as separate initiatives. The city's mission and goals, unchanged since 2017, continue to guide this work. Discussion covered capital improvement planning, comprehensive plan updates (including new 2050 requirements), and surface water management, along with coordination among partner agencies such as the EPA, USACE, FEMA, BWSR, MDH, MCWD, MPCA, and DNR.

City operations address current needs while planning for long-term stability and opportunity. Ongoing efforts include environmental and infrastructure improvements, policy implementation, permitting, grant-supported projects, emergency management, nuisance animal control, medication disposal, facility efficiency, stormwater inspections, salt-use tracking and reduction, balancing road safety with lake health, preventative maintenance, native plantings, waste reduction and diversion, digital presence, and election administration. Continuous training and development across elected officials, appointed members, and staff strengthen leadership, workforce, and service delivery.

The council recognized that as community needs and challenges evolve, the city is well positioned to respond effectively. They expressed support for current actions, appreciation for the scope of existing work, and a desire to expand public awareness. The council emphasized more visible communication through newsletters, social media, volunteer engagement, and potentially forming new committees or focus groups to advance sustainability outreach. Direction was given to continue integrating initiatives into the comprehensive plan, intentionally share progress and successes through public education and awareness campaigns, and present any new strategies to the council for consideration.

ADJOURNMENT

Work session ended at 11:25 a.m.

ATTEST:

CITY COUNCIL

Christine Lusian, City Clerk

Bob Tunheim, Mayor



Minutes
City Council Work Session
Monday, October 13, 2025, 4:00 PM
City Council Chambers | 2780 Kelley Parkway, Orono, MN 55356

ROLL CALL

Council members present: Mayor Bob Tunheim, Alisa Benson, Jacqueline Ricks, Steve Persian, Jon Schwingler. Staff present: City Administrator Adam Edwards, Interim Fire Chief Shea Chwialkowski, City Attorney Soren Mattick.

CLOSED SESSION

Council entered into closed session at 4:00 p.m., as permitted by the attorney-client privilege (MN Stat. 13D.05, Subd. 3(b)) to discuss the lawsuit involving Long Lake vs. Orono regarding fire services. VOTE: Ayes 5, Nays 0. (The City Council was in closed session from 4:00 p.m. to 5:05 p.m.). Council opened the meeting at 5:05 p.m. VOTE: Ayes 5, Nays 0.

ROLL CALL

Council members present: Mayor Bob Tunheim, Alisa Benson, Jacqueline Ricks, Steve Persian, Jon Schwingler.

Staff present: City Administrator Adam Edwards, Finance Director Maggie Jin, Parks and Facilities Superintendent Joe Ruthenberg, Public Works Superintendent DJ Goman, City Clerk Christine Lusian, Communications Specialist Rachel Cotter, Accountant Anne Hentges, City Attorney Soren Mattick.

CAPITAL IMPROVEMENT PLAN

The work session focused on reviewing Public Works capital equipment needs and upcoming planning items. Staff discussed replacing outdated vehicles and equipment that exceed replacement schedule including a scissor lift, dump truck, street sweeper, and pressure washer which improve efficiency and safety while reducing maintenance costs. New equipment including a roll-off skid and asphalt planer attachment were proposed to enhance operations through more efficient and innovative approaches. The group also discussed the aging holiday street light decorations exploring replacement options and cost-saving measures. Discussion concluded with reminders about the next work session, which will cover capital needs for streets, parks, facilities, police, and information technology. Council will formally consider the Capital Improvement Plan (CIP) in December. Jin noted that an update on the utility rate study will be presented at the October 27 meeting.

ADJOURNMENT

Work session ended at 5:53 p.m.

ATTEST:

CITY COUNCIL

Christine Lusian, City Clerk

Bob Tunheim, Mayor



Minutes
City Council Regular Meeting
Monday, October 13, 2025, 6:00 PM
City Council Chambers 2780 Kelley Parkway, Orono, MN 55356

Mayor Tunheim called the meeting to order at 6:00 p.m., followed by the Pledge of Allegiance.

ROLL CALL

Orono City Council members present: Mayor Bob Tunheim, City Council Members Alisa Benson, Steve Persian, Jacqueline Ricks, and Jon Schwingler. Members absent: None.

Staff present were City Administrator/Engineer Adam Edwards, Finance Director Maggie Jin, and a substitute City Attorney from the firm of Campbell Knutson.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA

1. City Council Minutes
2. Claims/Bills
3. Upcoming Work Session and Council Training Agenda
4. Non-Waiver of Tort Limits – Resolution 7625
5. Gillespie Center Services Agreement
6. Health Insurance Plan Approval
7. Solicitor License
8. Hire Building Maintenance/Custodian
9. Hire Police Cadets
10. Software solution with LOGIS – Resolution 7626
11. Police Department Body Worn Camera Audit
12. Repair Lift Station Pumps and Control Panels
13. Kenobi Pond Rehabilitation Award
- This item was removed from the Consent Agenda*
14. Carman Bay Lake Improvement District Levy – Resolution 7628
15. Stubbs Bay Lake Improvement District Levy – Resolution 7629
16. Donation from Mary Safar – Resolution 7630

Benson moved, Persian seconded, to approve the Agenda and Consent Agenda with Item 13 removed and the addition of a discussion item on the Metropolitan Council Sewer Project. VOTE: Ayes 5, Nays 0.

PRESENTATIONS

17. 40 Years of Service Recognition – Resolution 7621

CJ Gonsior was recognized for 40 years of service to the Orono Police Department as a Police Reserve Officer.

Schwingler moved, Ricks seconded, to adopt Resolution 7621 recognizing CJ Gonsior for his 40 years of volunteer service to the Orono Police Department. VOTE: Ayes 5, Nays 0.



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PUBLIC COMMENTS

Samantha Capen Muldoon, 1801 West Farm Road; Amy and Matt Herman, 3825 Cherry Ave.; and George Klein, 235 Crestview Ave., provided comments.

13. Kenobi Pond Rehabilitation Award

Benson had some questions about this proposed project and the sustainability of the seed mix and plantings that will be used in the restoration.

Benson moved, Ricks seconded, to approve the Kenobi Pond Rehabilitation contract award to Sunram Construction for \$72,900. VOTE: Ayes 5, Nays 0.

DISCUSSION ITEM

17.5 Metropolitan Council Sewer Project for Orono Interceptor Improvements

Benson noted she had attended a meeting on this project, which will affect Orono residents. She discussed the need for communication with the public, as well as sustainability and mitigation factors, where the City has the opportunity for input.

FINANCE REPORT

18. Third Quarter Financial Update

Finance Director Jim presented the Third Quarter Financial Update, including unaudited figures for year-to-date revenue and expenses.

The Council discussed the report and asked questions.

CITY ADMINISTRATOR/ENGINEER REPORT

None

COUNCIL COMMITTEE REPORTS

None

MAYOR/COUNCIL REPORT

Mayor and Council provided reports.

ADJOURNMENT

Ricks moved, Schwingler seconded, to adjourn the meeting at 6:54 p.m. to Monday, October 27, 2025, at 6:00 p.m. VOTE: Ayes 5, Nays 0.



Minutes
City Council Regular Meeting
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City Council Chambers 2780 Kelley Parkway, Orono, MN 55356

ATTEST:

Christine Lusian, City Clerk

Bob Tunheim, Mayor

Minutes approved by Orono City Council October 27, 2025. Meeting videos and transcripts available at oronomn.gov.

AGENDA ITEM



Date: October 27, 2025

Item: 2

Title: Claims/Bills

Presenter: Kellie Hoen, Administrative Assistant

Section: Consent Agenda

1. **Purpose:**

The purpose of this action item is to approve payment of claims made on the City for services and/or products provided to the City.

2. **Background:**

The attached claims for payment have been received by the City. Staff has reviewed the claims and is recommending approval of the listing for payment. The claims will be paid by checks 126966 to 127053, and ACH transactions 20130758 to 20130764 totaling \$942,412.05 .

3. **Staff Recommendation:**

Staff recommends approval of a motion authorizing payment to the claims listed as presented.

COUNCIL ACTION REQUESTED

Motion to approve the claims list as presented.

Exhibits

[A. Check Register 2025-10-22](#)

Payee	Check Issue Date	Check Number	Invoice Number	Invoice GL Account	Description	Department	Invoice Amount
BUREAU OF CRIM. APPREHEN	10/16/2025	126966	0000089229	101-42110-311	CJDN ACCESS FEE	Police Department	2,040.00
Total 126966:							2,040.00
CENTURYLINK	10/16/2025	126967	10.2025 WT	601-49400-321	WTP PHONE/INTERNET 10/04/2025-11/03/2025	Water	151.36
Total 126967:							151.36
MINNESOTA SECURITY CONSO	10/16/2025	126968	1298	101-42110-414	2025 BWC AUDIT	Police Department	2,200.00
Total 126968:							2,200.00
OUIVERSON SEWER AND WATE	10/16/2025	126969	843897	602-49450-406	SEWER REPAIR	Sewer	1,200.00
Total 126969:							1,200.00
472LIFT.LLC	10/27/2025	126970	17458	101-42260-403	LLFD BOAT DOCK REMOVAL	Fire Protection Services	580.00
Total 126970:							580.00
A 1 RENT IT 3607	10/27/2025	126971	227015-1	101-43000-224	PATCH TRUCK PROPANE	Public Works Department	104.79
Total 126971:							104.79
ALL SEASON SPORTS LLC	10/27/2025	126972	POOPD1082	101-42110-226	UNIFORMS/MCCOY	Police Department	116.00
Total 126972:							116.00
ANAND GOPINATH	10/27/2025	126973	4-507050-01	999-10015	UB REFUND - 705 OLD LONG LAKE RD - GOPINA		51.31
Total 126973:							51.31
API GARAGE DOOR INC.	10/27/2025	126974	433574220	101-43100-404	BRUSH SITE GATE REPAIRS	Brush Site	242.50
Total 126974:							242.50
BEAUDRY OIL & SERVICE INC	10/27/2025	126975	3071370	701-49800-213	DEF FLUID	Fleet Services	399.95
BEAUDRY OIL & SERVICE INC	10/27/2025	126975	3077653	701-49800-213	VEHICLE ENGINE COOLANT	Fleet Services	452.25

Payee	Check Issue Date	Check Number	Invoice Number	Invoice GL Account	Description	Department	Invoice Amount
Total 126975:							852.20
BOEHLKE, ERIC	10/27/2025	126976	10.2025 REI	701-49800-437	VAC TRUCK TRAINING	Fleet Services	136.00
Total 126976:							136.00
BOLTON & MENK INC.	10/27/2025	126977	0374915	101-49280-304	LA24-000054 GARAGE CONDOS	Special Services	266.00
BOLTON & MENK INC.	10/27/2025	126977	0374916	101-49280-304	LA07-3311 CRYSTAL BAY BUSINESS CENTER-IN	Special Services	3,295.00
BOLTON & MENK INC.	10/27/2025	126977	0374917	602-16500	24-044- FOX ST SANITARY SEWER EXTENSION		956.00
BOLTON & MENK INC.	10/27/2025	126977	0374918	602-49450-305	GIS MAINTENANCE SEWER	Sewer	810.00
BOLTON & MENK INC.	10/27/2025	126977	0374918	601-49400-305	GIS MAINTENANCE WATER	Water	697.50
BOLTON & MENK INC.	10/27/2025	126977	0374918	651-49910-305	GIS MAINTENANCE STORM SEWER	Storm Water	495.00
BOLTON & MENK INC.	10/27/2025	126977	0374918	101-43170-305	GIS MAINTENANCE GENERAL	Engineering	360.00
BOLTON & MENK INC.	10/27/2025	126977	0374918	101-43000-305	GIS FOR STREETS	Public Works Department	135.00
BOLTON & MENK INC.	10/27/2025	126977	0374918	101-45200-305	GIS MAINTENANCE PARKS	Parks	202.50
BOLTON & MENK INC.	10/27/2025	126977	0374918	101-42400-305	GIS FOR CDD	Building & Zoning	607.50
BOLTON & MENK INC.	10/27/2025	126977	0374918	101-43170-305	GIS MAINTENANCE GENERAL	Engineering	679.25
BOLTON & MENK INC.	10/27/2025	126977	0374934	602-49450-304	SEWER METERING FEASIBILITY	Sewer	255.00
BOLTON & MENK INC.	10/27/2025	126977	0374942	602-16500	25-012 SANITARY SEWER REHABILITATION		1,519.50
BOLTON & MENK INC.	10/27/2025	126977	0374945	602-49450-304	SEWER METERING FEASIBILITY	Sewer	420.00
BOLTON & MENK INC.	10/27/2025	126977	0374948	435-48980-304	26-001 2026 STREET IMPROVEMENT PROJECT	2026 Street Improvements	1,778.50
BOLTON & MENK INC.	10/27/2025	126977	0374949	225-45200-304	25-032 ANTOINE PARK MASTER PLAN	Parks - Special Revenue Fund	91.00
BOLTON & MENK INC.	10/27/2025	126977	0374950	402-48050-304	25-002 BROWN ROAD IMPROVEMENTS		3,423.50
BOLTON & MENK INC.	10/27/2025	126977	0374951	440-48965-530	25-035 CITY HALL & PD PARKING LOT MAINTEN		437.00
BOLTON & MENK INC.	10/27/2025	126977	0374952	225-45200-304	24-028 HACKBERRY PARK REVITALIZATION	Parks - Special Revenue Fund	2,132.00
BOLTON & MENK INC.	10/27/2025	126977	0375050	435-48979-304	25-001 2025 STREETS IMPROVEMENT	2025 Street Improvements	36,404.00
BOLTON & MENK INC.	10/27/2025	126977	0375058	651-16500	25-022 CASCO COVE STORMWATER IMPROVEM		5,590.00
BOLTON & MENK INC.	10/27/2025	126977	0375058	651-16500	25-020 2025 KENOBI POND STORMWATER IMPR		6,870.50
Total 126977:							67,424.75
Bond Trust Services Corporation	10/27/2025	126978	99560	324-47000-620	PAYING AGENT FEE - 2021A		475.00
Total 126978:							475.00
BRAD JANS	10/27/2025	126979	LA25-000032	101-22205	ESCROW REFUND - LA25-000032 - 3745 SHORE		700.00
Total 126979:							700.00

Payee	Check Issue Date	Check Number	Invoice Number	Invoice GL Account	Description	Department	Invoice Amount
BRIAN CLARK	10/27/2025	126980	10.2025 REI	101-43000-226	WORK BOOTS	Public Works Department	299.99
Total 126980:							299.99
BRIDGESTONE GOLF INC	10/27/2025	126981	INV-1003316	613-49830-095	GOLF GLOVES	Golf Course	54.92
Total 126981:							54.92
BRIDGETOWER OPCO LLC	10/27/2025	126982	745817415	601-16500	22-022 SOUTH WATER PLANT CONTROL UPGRA		292.60
Total 126982:							292.60
CAMPBELL KNUTSON	10/27/2025	126983	2717-0000G	101-41600-307	FIRE MATTER 09/25	Law/Legal Services	3,111.00
CAMPBELL KNUTSON	10/27/2025	126983	2717-0000G	101-41600-307	RECYCLING CONTRACT	Law/Legal Services	1,581.00
CAMPBELL KNUTSON	10/27/2025	126983	2717-0000G	101-41600-307	TOBACCO ORDINANCE	Law/Legal Services	170.00
CAMPBELL KNUTSON	10/27/2025	126983	2717-0000G	101-41600-307	WASTE HAULER/GARBAGE ORDINANCE	Law/Legal Services	2,125.00
CAMPBELL KNUTSON	10/27/2025	126983	2717-0000G	101-41600-307	UNION NEGOTIATIONS 09/25	Law/Legal Services	1,547.00
CAMPBELL KNUTSON	10/27/2025	126983	2717-0000G	101-41600-307	UB BANKRUPTCY INQUIRY	Law/Legal Services	493.00
CAMPBELL KNUTSON	10/27/2025	126983	2717-0000G	101-41600-307	HR MATTER 09/25	Law/Legal Services	476.00
CAMPBELL KNUTSON	10/27/2025	126983	2717-0000G	101-41600-307	MIDCO LEASE 09/2025	Law/Legal Services	102.00
CAMPBELL KNUTSON	10/27/2025	126983	2717-0000G	101-41600-307	AT&T FIBER MATTER 09/2025	Law/Legal Services	204.00
CAMPBELL KNUTSON	10/27/2025	126983	2717-0000G	101-41600-307	ADMINISTRATION/GENERAL MATTERS 09/25	Law/Legal Services	5,182.95
CAMPBELL KNUTSON	10/27/2025	126983	2717-0004G	101-42110-307	POLICE MATTERS 09/25	Police Department	765.00
CAMPBELL KNUTSON	10/27/2025	126983	2717-0201G	101-41600-307	MISC RECORDINGS 09/25	Law/Legal Services	397.80
CAMPBELL KNUTSON	10/27/2025	126983	2717-0800G	101-42400-307	B&Z ASSISTANCE 09/25	Building & Zoning	255.00
CAMPBELL KNUTSON	10/27/2025	126983	2717-0802G	101-42400-307	B&Z ASSISTANCE 09/2025	Building & Zoning	844.00
CAMPBELL KNUTSON	10/27/2025	126983	2717-0943G	101-49280-307	LA24-000059, 215 NORTH ARM LN	Special Services	110.00
CAMPBELL KNUTSON	10/27/2025	126983	2717-0971G	101-49280-307	LA25-000025, 1530 ORCHARD BEACH PL	Special Services	192.50
CAMPBELL KNUTSON	10/27/2025	126983	2717-0974G	101-49280-307	LA25-000024, 1440 BALDUR PARK	Special Services	82.50
CAMPBELL KNUTSON	10/27/2025	126983	2717-0975G	101-49280-307	LA25-000031, 650 BROWN RD	Special Services	82.50
CAMPBELL KNUTSON	10/27/2025	126983	2717-0976G	101-49280-307	LA25-000032, 3745 SHORELINE DR	Special Services	82.50
CAMPBELL KNUTSON	10/27/2025	126983	2717-0977G	101-49280-307	LA25-000035, 880 PARTENWOOD RD	Special Services	82.50
CAMPBELL KNUTSON	10/27/2025	126983	2717-9998G	101-41600-306	PROSECUTION SERVICES 09/25	Law/Legal Services	202.00
CAMPBELL KNUTSON	10/27/2025	126983	2717-9999G	101-41600-306	PROSECUTION SERVICES 09/25	Law/Legal Services	3,445.07
Total 126983:							21,533.32
CENTRAL PENSION FUND SOU	10/27/2025	126984	10.16.25 FU	101-21705	CENTRAL PENSION FUND 10.16.2025		2,087.00

Payee	Check Issue Date	Check Number	Invoice Number	Invoice GL Account	Description	Department	Invoice Amount
Total 126984:							2,087.00
CHEVROLET	10/27/2025	126985	27285	701-49800-222	PD TAHOE 274 WINDOW SWITCH	Fleet Services	52.41
Total 126985:							52.41
CITY OF BLOOMINGTON	10/27/2025	126986	25590	601-49400-319	WATER TESTING	Water	84.00
Total 126986:							84.00
CITY OF LONG LAKE	10/27/2025	126987	09.2025 SE	601-49400-387	09.2025 WATER	Water	2,536.95
CITY OF LONG LAKE	10/27/2025	126987	09.2025 SE	602-49450-387	09.2025 SEWER	Sewer	3,817.58
CITY OF LONG LAKE	10/27/2025	126987	20250031	101-42260-318	4TH QTR 2025 FIRE SERVICE	Fire Protection Services	156,265.75
CITY OF LONG LAKE	10/27/2025	126987	20250035	101-42260-318	JOINT DUTY CREW - SEPTEMBER 2025	Fire Protection Services	3,960.00
Total 126987:							166,580.28
CITY OF MINNETONKA BEACH	10/27/2025	126988	3RD QTR W	602-49450-387	2025 3RD QTR SEWER SERVICE	Sewer	265.00
Total 126988:							265.00
DORI MOLITOR	10/27/2025	126989	1-130610-00	999-10015	UB REFUND - 3061 CASCO POINT RD - MOLITO		61.51
Total 126989:							61.51
EARL F ANDERSEN & ASSOC	10/27/2025	126990	0141009-IN	101-43000-224	TRAFFIC DELINEATORS	Public Works Department	1,862.55
Total 126990:							1,862.55
ECM PUBLISHERS INC	10/27/2025	126991	1068200	101-41900-352	TOBACCO SALES UPDATES	Central Services	50.40
ECM PUBLISHERS INC	10/27/2025	126991	1068201	101-42400-352	PLANNING COMMISSION PUBLIC HEARING	Building & Zoning	151.20
ECM PUBLISHERS INC	10/27/2025	126991	1069208	101-41900-352	2026 SPECIAL ASSESSMENT NOTICE	Central Services	189.00
ECM PUBLISHERS INC	10/27/2025	126991	1069209	601-49400-340	POSTING FOR SOUTH WATER PLANT UPGRADE	Water	287.20
Total 126991:							677.80
FIDELITY SECURITY LIFE INSU	10/27/2025	126992	166999872	101-21716	VISION PLAN 10/2025		307.74

Payee	Check Issue Date	Check Number	Invoice Number	Invoice GL Account	Description	Department	Invoice Amount
Total 126992:							307.74
FILEONQ INC	10/27/2025	126993	13572	101-42110-416	FILEONQ - ANNUAL LICENSE RENEWAL 2026	Police Department	1,300.67
Total 126993:							1,300.67
FLEETPRIDE INC	10/27/2025	126994	129321515	701-49800-222	FIRE DEPARTMENT LADDER TRUCK PTO GASK	Fleet Services	13.95
Total 126994:							13.95
GALLS LLC	10/27/2025	126995	032837620	101-42110-226	UNIFORMS/NEW HIRE HANSON	Police Department	102.95
Total 126995:							102.95
GEHRMAN ANIMAL HOSPITAL	10/27/2025	126996	9929857	101-42110-317	K9 EXPENSE/VET	Police Department	400.83
Total 126996:							400.83
GENUINE PARTS COMPANY/NA	10/27/2025	126997	635328	701-49800-222	PD TAHOE FUSE	Fleet Services	4.45
Total 126997:							4.45
GERTEN GREENHOUSES - 446	10/27/2025	126998	10959/15	701-49800-212	FORKLIFT PROPANE	Fleet Services	51.98
Total 126998:							51.98
GMH ASPHALT	10/27/2025	126999	2025 STREE	435-48979-590	25-001 2025 STREET IMPROVEMENT PROJECT	2025 Street Improvements	378,009.50
GMH ASPHALT	10/27/2025	126999	2025 STREE	435-20600	25-001 2025 STREET IMPROVEMENT PROJECT		18,900.48-
Total 126999:							359,109.02
GO PERMITS LLC	10/27/2025	127000	RBG25-0001	101-20802	BP REFUND - RBG25-000113 - 607 PARK LANE		1.81
GO PERMITS LLC	10/27/2025	127000	RBG25-0001	101-32510	BP REFUND - RBG25-000113 - 607 PARK LANE		110.41
Total 127000:							112.22
GOPHER ACE	10/27/2025	127001	026823/1	101-45200-221	NUTS & BOLTS	Parks	.45
GOPHER ACE	10/27/2025	127001	026876/1	101-45200-223	PEST REPELLENT BIG ISLAND	Parks	14.99
GOPHER ACE	10/27/2025	127001	26797/1	602-49450-226	GLOVES FOR JASON	Sewer	14.99

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Total 127001:							30.43
H & H CONTRACTORS LLC	10/27/2025	127002	RAS25-0000	101-34410	BP REFUND - RAS25-000059 - 690 TONKAWA RD		463.27
Total 127002:							463.27
HAWKINS INC	10/27/2025	127003	7225888	601-49400-216	CHLORINE TANKS	Water	50.00
Total 127003:							50.00
HENNEPIN COUNTY ACCOUNT	10/27/2025	127004	1000254167	101-42110-414	RADIO/MDC LEASES	Police Department	3,073.86
HENNEPIN COUNTY ACCOUNT	10/27/2025	127004	1000254183	101-43000-414	PW RADIO LEASE	Public Works Department	320.43
HENNEPIN COUNTY ACCOUNT	10/27/2025	127004	1000254218	101-42260-414	FIRE RADIO FEES 09/2025	Fire Protection Services	844.77
Total 127004:							4,239.06
HENNEPIN COUNTY ENVIRON	10/27/2025	127005	01296367	101-45200-319	BEACH WATER TESTING	Parks	1,200.00
Total 127005:							1,200.00
HIGHVIEW PLUMBING INC	10/27/2025	127006	17810	602-49450-443	I&I INSPECTION BY HIGHVIEW PLUMBING	Sewer	500.00
Total 127006:							500.00
HOTSY MINNESOTA	10/27/2025	127007	26754	101-42260-215	CAR WASH SOAP	Fire Protection Services	371.79
Total 127007:							371.79
HYDRO KLEAN	10/27/2025	127008	2025 CIPP P	602-16500	25-012 SEWER REHABILITATION PROJECT		99,432.38
HYDRO KLEAN	10/27/2025	127008	2025 CIPP P	602-20600	25-012 SEWER REHABILITATION PROJECT		4,971.62-
Total 127008:							94,460.76
International Union Local #49	10/27/2025	127009	10.2025 DUE	101-21707	LOCAL 49 DUES - 10/2025		455.00
Total 127009:							455.00
JASON STOCKWELL	10/27/2025	127010	LA25-000037	101-22205	ESCROW REFUND - LA25-000037 - 3577 LIVINGS		700.00

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Total 127010:							700.00
JERRY GRAY	10/27/2025	127011	LA25-000035	101-22205	ESCROW REFUND - LA25-000035 - 880 PARTEN		700.00
Total 127011:							700.00
JOSEPH DUNHAM	10/27/2025	127012	RAS25-0000	101-34410	BP REFUND - RAS25-000075-1060 BROWN RD N		129.58
Total 127012:							129.58
JPS HOMES LLC	10/27/2025	127013	1-435770-04	999-10015	UB REFUND - 3577 LIVINGSTON AVE - JPS HOM		175.13
Total 127013:							175.13
KIRVIDA FIRE	10/27/2025	127014	13636	101-42260-402	REPAIR TO LLFD E11	Fire Protection Services	521.64
Total 127014:							521.64
LANO EQUIPMENT INC	10/27/2025	127015	03-1188220	405-48500-580	PARKS KUBOTA RTV	Imp Eqpt Outlay	25,551.86
LANO EQUIPMENT INC	10/27/2025	127015	03-1189840	701-49800-221	UNIT 452 FILTERS	Fleet Services	636.67
LANO EQUIPMENT INC	10/27/2025	127015	03-1189841	701-49800-221	KUBOTA MINI EXCUVATOR HYDRAULIC CYLIND	Fleet Services	180.25
LANO EQUIPMENT INC	10/27/2025	127015	03-1190762	701-49800-221	UNIT 452 HYDRAULIC HOSE HOLDER	Fleet Services	292.22
LANO EQUIPMENT INC	10/27/2025	127015	03-1192236	701-49800-221	KUBOTA RTV FILTERS	Fleet Services	242.81
Total 127015:							26,903.81
LAW ENFORCEMENT LABOR S	10/27/2025	127016	10.2025 DUE	101-21707	LELS DUES - LOCAL 168 10/2025		365.00
LAW ENFORCEMENT LABOR S	10/27/2025	127016	10.2025 DUE	101-21707	LELS DUES - LOCAL 40 10/2025		1,478.71
Total 127016:							1,843.71
LAWRENCE & CYNTHIA HOLTZ	10/27/2025	127017	2-513970-03	999-10015	UB REFUND - 1397 ORONO LN - HOLTZ		17.50
Total 127017:							17.50
MACQUEEN EQUIPMENT LLC	10/27/2025	127018	P56436	101-42260-226	HELMET SHIELDS FOR NEW FF'S	Fire Protection Services	444.00
Total 127018:							444.00

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MEB ENTERPRISE INC	10/27/2025	127019	1415	101-43000-224	FILL DIRT	Public Works Department	1,250.00
MEB ENTERPRISE INC	10/27/2025	127019	1416	601-49400-405	SERVICE LINE REPAIR TASK#98920	Water	1,575.00
MEB ENTERPRISE INC	10/27/2025	127019	1417	101-43000-408	BROWN ROAD PROJECT	Public Works Department	4,750.00
MEB ENTERPRISE INC	10/27/2025	127019	1418	101-43000-408	CURB AND CB REPAIR TASK#95998	Public Works Department	5,550.00
MEB ENTERPRISE INC	10/27/2025	127019	1419	101-43000-224	RED ROCK AND RIVER ROCK FOR YARD	Public Works Department	3,856.62
Total 127019:							16,981.62
METLIFE	10/27/2025	127020	ACCIDENT I	101-21721	ACCIDENT 11.2025		350.66
METLIFE	10/27/2025	127020	CRITICAL IN	101-21721	CRITICAL INS 11.2025		153.96
METLIFE	10/27/2025	127020	DENTAL INS	101-15998	DENTAL INS -COBRA BR		34.61
METLIFE	10/27/2025	127020	DENTAL INS	101-15998	DENTAL INS -COBRA ET		66.37
METLIFE	10/27/2025	127020	DENTAL INS	101-21709	DENTAL INSURANCE 11/25		3,087.16
METLIFE	10/27/2025	127020	HOSPITAL I	101-21721	HOSPITAL 11.2025		240.10
Total 127020:							3,932.86
MICHAEL & LUCY DOUGHERTY	10/27/2025	127021	4-332850-00	999-10015	UB REFUND - 3285 GRAHAM HILL RD - DOUGHE		40.97
Total 127021:							40.97
MID AMERICA METER, INC.	10/27/2025	127022	256811	601-49400-216	SOFTENER #3 FOR SOUTH WATER PLANTS ME	Water	900.75
Total 127022:							900.75
MTI DISTRIBUTING INC	10/27/2025	127023	1498782-00	101-45200-404	IRRIGATION WINTERIZATION	Parks	1,042.97
Total 127023:							1,042.97
NCPERS GROUP LIFE INS.	10/27/2025	127024	67320011202	101-21710	PERA LIFE 11/2025		416.00
Total 127024:							416.00
NORTH MEMORIAL HEALTH CA	10/27/2025	127025	107024	101-42110-437	FIRST RESPONDER/MULTIPLE	Police Department	1,300.00
NORTH MEMORIAL HEALTH CA	10/27/2025	127025	107025	101-42260-437	EMS REFRESHER	Fire Protection Services	50.00
Total 127025:							1,350.00
NOVA TECHNOLOGIES	10/27/2025	127026	179224	710-49970-321	PHONE SCRIPT CHANGE	IT Services	190.00

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Total 127026:							190.00
ODP BUSINESS SOLUTIONS LL	10/27/2025	127027	4374876710	101-42110-201	OFFICE SUPPLIES	Police Department	83.38
ODP BUSINESS SOLUTIONS LL	10/27/2025	127027	4376889430	101-41900-201	CUPS	Central Services	3.99
ODP BUSINESS SOLUTIONS LL	10/27/2025	127027	4398949620	101-42110-201	OFFICE SUPPLIES	Police Department	27.29
ODP BUSINESS SOLUTIONS LL	10/27/2025	127027	4398961470	101-42110-201	OFFICE SUPPLIES	Police Department	39.99
ODP BUSINESS SOLUTIONS LL	10/27/2025	127027	4435570520	101-41900-201	NAPKINS	Central Services	56.47
ODP BUSINESS SOLUTIONS LL	10/27/2025	127027	4435570520	101-41900-201	KLEENEX	Central Services	60.12
Total 127027:							271.24
OMANN CONTRACTING COMPA	10/27/2025	127028	19163	101-43000-224	PATCHING	Public Works Department	270.00
OMANN CONTRACTING COMPA	10/27/2025	127028	19166	101-43000-224	PATCHING	Public Works Department	271.80
Total 127028:							541.80
ONSITE DRUG TESTING & CON	10/27/2025	127029	02877	601-49400-319	DRUG TESTING - NELSON	Water	217.50
ONSITE DRUG TESTING & CON	10/27/2025	127029	02877	602-49450-319	DRUG TESTING - NELSON	Sewer	217.50
Total 127029:							435.00
OPEIU - LOCAL 12	10/27/2025	127030	10.2025 DUE	101-21707	UNION DUES - LOCAL 12 10/2025		992.00
Total 127030:							992.00
OTTEN BROTHERS	10/27/2025	127031	1-189713	101-41900-223	LANDSCAPING	Central Services	33.56
Total 127031:							33.56
OUVERSON SEWER AND WATE	10/27/2025	127032	867370	602-49450-443	I&I REDUCTION SEWER REPAIR	Sewer	6,000.00
Total 127032:							6,000.00
POOL, BRODY	10/27/2025	127033	10.2025 REI	701-49800-437	VAC TRUCK TRAINING	Fleet Services	937.93
Total 127033:							937.93
Riverside Design	10/27/2025	127034	4901	101-42110-352	OFFICE SUPPLIES	Police Department	90.00

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Total 127034:							90.00
SECURITY & SOUND CO	10/27/2025	127035	30249	710-49970-319	SECURITY SYSTEM MONITORING - PD	IT Services	336.00
Total 127035:							336.00
SHAUGHNESSY LAWN CARE	10/27/2025	127036	09.2025	101-45200-404	PARK MOWING 8/15/25-9/15/25	Parks	4,628.57
Total 127036:							4,628.57
STEVEN DORE	10/27/2025	127037	1-721720-02	999-10015	UB REFUND - 2172 SHADYWOOD RD - DORE		5.70
Total 127037:							5.70
STEVEN ENQUIST	10/27/2025	127038	1-826101-00	999-10015	UB REFUND - 2610 LAFAYETTE RD - ENGQUIST		19.83
Total 127038:							19.83
STREICHER'S	10/27/2025	127039	I1787699	101-42110-226	UNIFORMS/MCCOY	Police Department	169.98
STREICHER'S	10/27/2025	127039	I1788744	101-42110-226	UNIFORMS/NEW HIRE HANSON	Police Department	920.88
STREICHER'S	10/27/2025	127039	I1788924	101-42110-226	UNIFORMS/NEW HIRE HANSON	Police Department	201.98
Total 127039:							1,292.84
STREICHER'S	10/27/2025	127040	I1788396	101-42260-226	DUTY UNIFORM FOR BRANDON DUETSCH	Fire Protection Services	238.95
STREICHER'S	10/27/2025	127040	I1789069	101-42260-226	DUTY UNIFORM FOR ADLER BURTON	Fire Protection Services	114.99
Total 127040:							353.94
SUN LIFE FINANCIAL	10/27/2025	127041	ST DISABILI	101-21714	STD- 10/2025		1,144.20
SUN LIFE FINANCIAL	10/27/2025	127041	SUPP LIFE I	101-21710	LIFE INSURANCE - 10/2025		1,285.40
Total 127041:							2,429.60
TERMINAL SUPPLY CO	10/27/2025	127042	62833-00	701-49800-221	EQUIPMENT HYDRAULIC HOSE PROTECTANT S	Fleet Services	516.95
TERMINAL SUPPLY CO	10/27/2025	127042	62894-00	701-49800-221	EQUIPMENT HYDRAULIC FITTINGS	Fleet Services	295.83
Total 127042:							812.78

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THE HARTFORD	10/27/2025	127043	LT DISABILIT	101-21713	LTD 10/2025		1,899.38
Total 127043:							1,899.38
UNIFIRST CORPORATION	10/27/2025	127044	1410176085	613-49830-223	MATS AND TOWEL - GC	Golf Course	121.44
UNIFIRST CORPORATION	10/27/2025	127044	1410176090	101-41900-223	MATS - CITY HALL	Central Services	100.22
UNIFIRST CORPORATION	10/27/2025	127044	1410177617	101-43000-404	MATS - PW	Public Works Department	37.15
UNIFIRST CORPORATION	10/27/2025	127044	1410177617	701-49800-215	SHOP TOWELS- PW	Fleet Services	3.91
UNIFIRST CORPORATION	10/27/2025	127044	1410177617	701-49800-226	UNIFORMS - FLEET	Fleet Services	33.81
UNIFIRST CORPORATION	10/27/2025	127044	1410177617	602-49450-226	UNIFORMS PW-SEWER DEPT	Sewer	26.09
UNIFIRST CORPORATION	10/27/2025	127044	1410177617	601-49400-226	UNIFORMS PW-WATER DEPT	Water	26.09
UNIFIRST CORPORATION	10/27/2025	127044	1410177617	651-49910-226	UNIFORMS - STORMWATER	Storm Water	76.46
UNIFIRST CORPORATION	10/27/2025	127044	1410177617	101-43000-226	UNIFORMS-STREETS	Public Works Department	72.60
UNIFIRST CORPORATION	10/27/2025	127044	1410177617	613-49830-226	UNIFORMS GOLF	Golf Course	16.29
UNIFIRST CORPORATION	10/27/2025	127044	1410177617	101-45200-226	UNIFORMS PARKS	Parks	16.29
UNIFIRST CORPORATION	10/27/2025	127044	1410177617	101-41900-223	MOPS-CLEANING TOWELS	Central Services	29.88
Total 127044:							560.23
US Bank Equipment Finance	10/27/2025	127045	566694311	710-49970-413	COPIERS - 10/25	IT Services	1,573.11
Total 127045:							1,573.11
VERIZON WIRELESS	10/27/2025	127046	6125681287	101-43100-321	ARLO CAMERAS - BRUSH SITE	Brush Site	80.02
VERIZON WIRELESS	10/27/2025	127046	6125681287	101-45200-321	ARLO CAMERAS - LURTON DOG PARK	Parks	80.02
VERIZON WIRELESS	10/27/2025	127046	6125681287	101-42110-321	ARLO CAMERAS - PD	Police Department	80.02
VERIZON WIRELESS	10/27/2025	127046	6125681287	101-41900-321	ARLO CAMERAS - SPARE	Central Services	40.01
Total 127046:							280.07
WARREN GARRETT	10/27/2025	127047	LA25-000031	101-22205	ESCROW REFUND LA25-000031 - 650 BROWN R		700.00
Total 127047:							700.00
WASTE MANAGEMENT	10/27/2025	127048	8155584-159	603-49500-442	DUMPSTER FOR ROADSIDE DEBRIS	Recycling	498.60
Total 127048:							498.60
WHCEA	10/27/2025	127049	3503250769	101-43100-381	BRUSH SITE 09/01/25-10/01/25	Brush Site	27.57
WHCEA	10/27/2025	127049	3503250769	613-49830-381	GC SECURITY TO 10/31/2025	Golf Course	43.30

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WHCEA	10/27/2025	127049	3503250769	101-43000-381	ELECTRICAL SERVICE 09/01/25-10/01/25	Public Works Department	172.83
Total 127049:							243.70
WINTER EQUIPMENT COMPAN	10/27/2025	127050	IV64854	101-43000-222	433 PLOW CUTTING EDGE	Public Works Department	1,636.80
Total 127050:							1,636.80
WOODDALE BUILDERS	10/27/2025	127051	RPS23-0000	101-22205	ESCROW REFUND - RPS23-000085 - 2726 CARO		10,000.00
Total 127051:							10,000.00
XCEL ENERGY	10/27/2025	127052	949346764	101-41900-381	PW BUILDING ELECTRICITY 09/17/25-10/16/25	Central Services	1,764.48
XCEL ENERGY	10/27/2025	127052	9493480019	101-43000-386	OCB TRAFFIC SIGNAL 09/17/25-10/16/25	Public Works Department	155.86
Total 127052:							1,920.34
ZUMBRO TOOLS	10/27/2025	127053	1020252166	701-49800-240	MECHANICS TOOLS	Fleet Services	53.25
Total 127053:							53.25
MEDSURETY LLC	10/16/2025	20130758	DCAP M. JIN	101-21719	DCAP M. JIN		2,094.27
Total 20130758:							2,094.27
AMAZON CAPITAL SERVICE	10/27/2025	20130759	1114-R44T-L	101-41900-201	LANYARDS - FOR SOLICITORS LICENSES	Central Services	15.57
AMAZON CAPITAL SERVICE	10/27/2025	20130759	1114-R44T-L	101-41900-201	POST-IT NOTES	Central Services	61.11
AMAZON CAPITAL SERVICE	10/27/2025	20130759	1D4V-NNVW	701-49800-215	SHOP SUPPLIES	Fleet Services	256.37
AMAZON CAPITAL SERVICE	10/27/2025	20130759	1D4V-NNVW	701-49800-240	MECHANICS TOOLS	Fleet Services	20.69
AMAZON CAPITAL SERVICE	10/27/2025	20130759	1D4V-NNVW	613-49830-221	GOLF CART PARTS	Golf Course	25.99
AMAZON CAPITAL SERVICE	10/27/2025	20130759	1D4V-NNVW	701-49800-222	VEHICLE PARTS	Fleet Services	77.90
AMAZON CAPITAL SERVICE	10/27/2025	20130759	1GKV-JKPX-	101-42110-201	OFFICE SUPPLIES	Police Department	56.96
AMAZON CAPITAL SERVICE	10/27/2025	20130759	1HTK-7FNV-	101-43000-240	PART FOR GRADE ROD/LASER	Public Works Department	34.99
AMAZON CAPITAL SERVICE	10/27/2025	20130759	1NQ1-FGH1-	601-49400-226	KNIFE FOR LANCE	Water	13.99
AMAZON CAPITAL SERVICE	10/27/2025	20130759	1NQ1-FGH1-	602-49450-226	KNIFE FOR LANCE	Sewer	14.00
AMAZON CAPITAL SERVICE	10/27/2025	20130759	1NQ1-FGH1-	602-49450-201	CHARGER FOR OFFICE	Sewer	6.16
AMAZON CAPITAL SERVICE	10/27/2025	20130759	1NQ1-FGH1-	601-49400-227	IMPELLER FOR MILWAUKEE PUMP - PUMPING H	Water	18.13
AMAZON CAPITAL SERVICE	10/27/2025	20130759	1P3X-XCWT-	710-49970-221	PRINTER AND WEBCAM FOR CITY	IT Services	169.08
AMAZON CAPITAL SERVICE	10/27/2025	20130759	1P61-N7GG-	101-42110-201	OFFICE SUPPLIES- SHARPIES	Police Department	20.43
AMAZON CAPITAL SERVICE	10/27/2025	20130759	1WGY-FFDG	101-41900-223	AIR FRESHENERS	Central Services	21.40

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Total 20130759:							812.77
INNOVO BENEFITS ADMINISTR	10/27/2025	20130760	1561504	101-15998	HEALTH INSURANCE - 11.2025 AJ		730.68
INNOVO BENEFITS ADMINISTR	10/27/2025	20130760	1561504	601-49400-135	HEALTH INSURANCE - 11.2025-BR	Water	730.68
INNOVO BENEFITS ADMINISTR	10/27/2025	20130760	1561504	101-42110-135	HEALTH INSURANCE - 11.2025-DM	Police Department	730.68
INNOVO BENEFITS ADMINISTR	10/27/2025	20130760	1561504	101-42110-135	HEALTH INSURANCE - 11.2025-JW	Police Department	730.68
INNOVO BENEFITS ADMINISTR	10/27/2025	20130760	1561504	101-15998	HEALTH INSURANCE - 07.2025 - 10.2025 C.SCHU		2,192.04-
INNOVO BENEFITS ADMINISTR	10/27/2025	20130760	1561504	101-21706	HEALTH INSURANCE - 11.2025		67,683.92
INNOVO BENEFITS ADMINISTR	10/27/2025	20130760	1561504	101-21706	HEALTH INSURANCE - 11.2025 J.AARESTAD		1,297.62-
Total 20130760:							67,116.98
LOGIS-WIRE	10/27/2025	20130761	152669	101-42110-310	POLICE MOBILES	Police Department	2,485.00
LOGIS-WIRE	10/27/2025	20130761	152669	101-42110-310	POLICE CAD	Police Department	4,913.00
LOGIS-WIRE	10/27/2025	20130761	152669	101-42110-310	POLICE RECORDS	Police Department	18,948.00
LOGIS-WIRE	10/27/2025	20130761	152669	710-49970-329	FIBER OPTIC SERVICE	IT Services	600.00
LOGIS-WIRE	10/27/2025	20130761	152669	710-49970-329	INTERNET	IT Services	1,986.00
LOGIS-WIRE	10/27/2025	20130761	152731	710-49970-311	NETWORK SERVICES - 09/30/25	IT Services	415.92
LOGIS-WIRE	10/27/2025	20130761	152798	710-49970-319	GOPHER STATE LOCATES	IT Services	12.15
Total 20130761:							29,360.07
MEDSURETY LLC	10/27/2025	20130762	DCAP J Cuta	101-21719	DCAP J. CUTA		104.17
Total 20130762:							104.17
MN DEPT OF LABOR & INDUST	10/27/2025	20130763	Q3 Surcharg	101-20802	2025 QUARTER 3 SURCHARGE - SEPTEMBER		9,888.14
MN DEPT OF LABOR & INDUST	10/27/2025	20130763	Q3 Surcharg	601-39610	2025 QUARTER 3 SURCHARGE - SEPTEMBER		389.57-
Total 20130763:							9,498.57
MN DEPT OF REVENUE-WIRE	10/27/2025	20130764	09.2025 Sale	601-39610	WATER METER SALES		46.00
MN DEPT OF REVENUE-WIRE	10/27/2025	20130764	09.2025 Sale	601-20806	WATER TAXABLE SALES		1,152.00
MN DEPT OF REVENUE-WIRE	10/27/2025	20130764	09.2025 Sale	613-37910	GREEN FEES		2,415.00
MN DEPT OF REVENUE-WIRE	10/27/2025	20130764	09.2025 Sale	613-37920	GOLF CART RENTAL		1,160.00
MN DEPT OF REVENUE-WIRE	10/27/2025	20130764	09.2025 Sale	613-37930	ALCOHOL/BEER		317.00
MN DEPT OF REVENUE-WIRE	10/27/2025	20130764	09.2025 Sale	613-37935	POP		12.00
MN DEPT OF REVENUE-WIRE	10/27/2025	20130764	09.2025 Sale	613-37940	CONCESSIONS - SALES TAX		89.00
MN DEPT OF REVENUE-WIRE	10/27/2025	20130764	09.2025 Sale	613-37960	GOLF BALLS		58.00

Payee	Check Issue Date	Check Number	Invoice Number	Invoice GL Account	Description	Department	Invoice Amount
MN DEPT OF REVENUE-WIRE	10/27/2025	20130764	09.2025 Sale	613-37970	PRO SHOP SALES - SALES TAX		28.00
MN DEPT OF REVENUE-WIRE	10/27/2025	20130764	09.2025 Sale	601-20806	BULK WATER SALES		15.00
MN DEPT OF REVENUE-WIRE	10/27/2025	20130764	09.2025 Sale	101-39610	CREDIT - WRITE OFF		3.00-
Total 20130764:							5,289.00
Grand Totals:							942,412.05

AGENDA ITEM



Date: October 27, 2025

Item: 3

Title: Upcoming Work Session and Council Training Schedule

Presenter: Adam Edwards, City Administrator / Engineer

Section: Consent Agenda

1. **Purpose:**

The purpose of the action item is to schedule future work session agendas and council training / orientations.

2. **Background:**

a. **Work Sessions.** This is an opportunity for council members to propose and agree to future work session topics. Work session meetings are at 5 pm on the same days as 6 pm regular council meetings. The table below lists upcoming *proposed* subjects and dates.

Date 2025	Subject	Date 2026	Subject
14 Jul	Code Enforcement Average Lakeshore Setback	12 Jan	Council Goals for 2026
28 Jul 4PM Start	General Fund Budget Update	26 Jan	Community Management Plan - Community Survey Planning
11 Aug	Communications Update	9 Feb	Average Lakeshore Setback <i>Tobacco Sales and Use</i>
25 Aug	Budget - Enterprise Funds (4 PM Start)	23 Feb	<i>Solid Waste Diversion</i>
8 Sep	Preliminary Levy/ Budget	9 Mar	
22 Sep	City Facilities Review	23 Mar	
13 Oct	Draft Capital Improvement Plans (4 PM Start)	13 Apr	
27 Oct	Draft Capital Improvement Plans (4 PM Start)	27 Apr	
10 Nov	Fee Schedule Update	11 May	
24 Nov	Community Management Plan Overview	25 May	Community Management Plan - Community Survey Review
8 Dec	None	8 Jun	
		22 Jun	Preliminary Budget Guidance

b. **Council Trainings, Orientations and Special Work Sessions.** This is an opportunity for council members to propose and agree to additional trainings or orientations for council. Staff will

then prepare and execute the trainings. The table below lists upcoming *proposed* subjects and dates.

Date and Time	Subject	Location	Staff Lead
March 7, 8:30-10:00	Salt and Commodities Tours	Wayzata and Medina	DJ
April 4, 10:00-12:00	Orono's Conservation Design Code Orientation	Council Chambers	Laura
May 21st and 22nd	New Council Member Orientation (CM Schwinger)	City Hall	Dept Heads
October 8th, 9:00-11:00	Resiliency / Sustainability	City Hall	Adam, Laura, DJ, Joe

3. **Process:**

The work session dates and times are set by the City's annual Meeting Calendar, which the staff presents and the council approves, in the November time frame, for the following year. Historically the city has scheduled 2 hours per month for work sessions. Some times that has been one, two hour session per month with more recent schedules having two, one hour sessions per month. These regularly scheduled meetings have then been augmented by special meetings to cover specific topics that do not fit within the regular schedule, or require additional time to adequately cover a given topic.

4. **Staff Recommendation:**

I recommend the next work session occur as scheduled. If the council would like to adjust the schedule please provide that guidance, and we can make the adjustment.

COUNCIL ACTION REQUESTED

Move to approve the draft work session schedule.

AGENDA ITEM



Date: October 27, 2025

Item: 4

Title: Appoint Professional Auditing Firm

Presenter: Maggie Jin, Finance Director

Section: Consent Agenda

1. **Purpose:**

The purpose of this council item is to gain council approval to appoint the professional auditing firm for the fiscal years ending December 2025, 2026 and 2027 with future years extension available.

2. **Background:**

Staff continuously reviews professional services contracted by the City, with the practice of a 5-year review cycle. The last Request for Proposals (RFP) for Auditing Service was complete in 2019. Since then, the City has been with Abdo for its auditing service. Even with satisfactory service, it is best practice to still go out for RFPs to ensure the City continues receiving exceptional service for a competitive price.

The City is required to undergo an annual audit of its financial statements. The purpose of the audit is to obtain reasonable assurance that the financial statements are free from material misstatements. The audit also covers internal controls and Minnesota legal compliance. Upon completion of the audit, a management report will be prepared for the City Council and administration to be presented at a council meeting.

At the August 11, 2025 City Council meeting, City Council approved going out for RFP for professional auditing service. The RFP opened on August 12 and closed on October 1. There were 5 proposals received. The lowest proposal came from Mauldin & Jenkins Certified Public Accountants (MJ CPA), however, lacked examples of other Minnesota cities serviced. Staff is recommending Abdo, which came in with the second lowest cost. A summary of cost comparison is provided in attachment Exhibit A.

Abdo has a number of other cities within the area that they perform audit services for. Other cities includes, but is not limited to, Mound, Long Lake, Excelsior, Chanhassen, and Albertville. Additionally, Abdo has experience with auditing the City of Orono for the last 6 years and has shown a continued interest and commitment to provide exceptional auditing services to the City.

3. **Staff Recommendation:**

Staff recommends a motion to appoint the audit firm of Abdo to perform the required audits for the City of Orono for the fiscal years ending December 2025, 2026 and 2027 with future years extension available.

COUNCIL ACTION REQUESTED

Motion to appoint the audit firm of Abdo to perform the required audits for the City of Orono for the fiscal years ending December 2025, 2026 and 2027 with future years extension available.

Exhibits

[A. Cost Comparison](#)

Fiscal Year End Audit	BerganKDV/Creative Planning	Abdo	Eide Bailly	CLA	MJ CPA	
2025	48,525.00	41,000.00	43,875.00	47,250.00	36,000.00	
2026	51,425.00	43,000.00	45,710.00	48,846.00	38,000.00	
2027	54,505.00	45,000.00	48,795.00	50,442.00	40,000.00	
Total	154,455.00	129,000.00	138,380.00	146,538.00	114,000.00	
			<i>*Removed Single Audit Cost</i>			
Examples of Other MN Cities Served	St. Joseph	Albertville	Moorhead *	Minnetrista	None	
	Mendota Heights	Chanhassen	Eagle Lake	Mahtomedi		
	Cloquet *	Savage	Morris	Delano		
	Detroit Lakes *	Little Canada	Hinkley			
	Baxter *		Maple Grove			
			Watertown			
	Minnetonka *	Mound				
	New Brighton *	Long Lake				
	Brooklyn Park *	Excelsior				

**Recipients of ACFR Award*

AGENDA ITEM



Date: October 27, 2025

Item: 5

Title: Solicitor - Time Extension

Presenter: Christine Lusian, City Clerk

Section: Consent Agenda

1. **Purpose:**

The purpose of this action item is to approve an extended operating period.

2. **License Applicant(s):**

The following companies registered as solicitors for the standard 10 days and request to extend their time in Orono to continue outreach efforts.

City code gives council the authority to authorize an additional 50 days beyond the initial registration period. Approval of this extension would authorize these solicitors to continue door-to-door sales into December.

- [Wolf Builders](#), a company providing storm restoration and exterior remodeling, with a team of three registered representatives.
- [Edward Jones](#), a financial services firm, with one registered representative.

3. **Staff Recommendation:**

Staff recommends authorizing the extra 50 days.

COUNCIL ACTION REQUESTED

Consider a motion to approve extending the operating period by fifty 50 days.

AGENDA ITEM



Date: October 27, 2025

Item: 6

Title: Compensation Increase - Public Works Maintenance Worker

Presenter: Brent Weldon

Section: Consent Agenda

1. **Purpose:**

To gain City Council approval for a step increase for Public Works Maintenance Worker Hunter Gille.

2. **Background:**

Public Works employee Hunter Gille started with the City on October 23, 2023 as a Public Works Maintenance Worker. He has continued to exceed expectations, demonstrating strong performance, leadership, and initiative. Hunter has stepped into an informal leadership role with younger crew members, has become one of our most experienced for snow plow operators (often covering multiple runs during storms), and is always willing to come in for after-hours work as needed. He has also served as the main operator of the City's new vacuum truck, quickly mastering its use and ensuring it is effectively utilized for storm water and utility maintenance.

In addition, Hunter has earned his Pesticide Applicator's License and his Winter Maintenance Supervisor Certificate. This certification has strengthened Orono's snow and ice management program and provided him with a deeper understanding of best practices for reducing salt usage and supporting MS4 storm water compliance. Overall, Hunter has proven to be a dependable and highly valuable member of the Public Works team.

3. **Staff Recommendation:**

I recommend a step increase for Hunter Gille from Grade 7, Step 4 at \$34.06 to Grade 7, Step 5 at \$35.11 of the 2025 Local 49 AFL-CIO pay scale, effective on his anniversary October 23, 2025 for exceptional performance and professional development.

COUNCIL ACTION REQUESTED

Motion to approve an increase from Grade 7, Step 4 at \$34.06 to Grade 7, Step 5 at \$35.11 per hour of the 2025 Local 49 AFL-CIO pay scale retroactive to October 23, 2025 for Public Works Maintenance Worker Hunter Gille.

AGENDA ITEM



Date: October 27, 2025

Item: 7

Title: Tree Maintenance - Contract Extension for Trimming and Removal

Presenter: Brent Weldon

Section: Consent Agenda

1. **Purpose:**

To obtain City Council authorization to proceed with contracted tree removal services along Watertown Road, contingent upon the successful outcome of the cooperative tree removal project scheduled for November 17–19, 2025, between the City of Orono and CJS Tree Services.

2. **Background:**

Earlier this year, City Council approved additional funding for right-of-way tree removals due to the large number of hazardous trees identified citywide. Public Works has since partnered with CJS Tree Services to test the effectiveness and safety of their grapple saw truck during a cooperative removal project planned for mid-November.

If the partnership proves successful, staff recommends using the remaining tree removal funds to expand work along Watertown Road, where numerous dead and declining ash trees present ongoing safety and maintenance concerns.

3. **Scope:**

CJS Tree Services would perform grapple saw removals along Watertown Road, focusing on approximately 110 trees between Willow Drive South and McCulley Road.

City staff would support the operation by providing traffic control, hauling and chipping of the brush, and maintaining roadway access throughout the project.

4. **Cost:**

The proposed work includes approximately 110 trees to be removed between Willow Drive South and McCulley Road.

- From Willow Drive South to Old Crystal Bay Road, 57 trees are estimated at \$8,375 total (~\$147 *per tree*).
- From Old Crystal Bay Road to Stubbs Bay Road, 20 trees are estimated at \$4,690 total (~\$235 *per tree*).
- From Stubbs Bay Road to McCulley Road, 33 trees are estimated at \$11,055 total (~\$335 *per tree*).

The total estimated project cost is \$24,120, with an overall average of approximately \$219 per tree.

5. **Funding:**

This project will be funded through the Streets Operating Budget, including the additional funds approved by City Council earlier this year for additional tree removal due to the number of trees identified citywide.

This estimate reflects vendor costs only. City labor, equipment use, and hauling support will be covered through existing operational resources and are not included in the quoted amount. Only the vendor portion of the work—estimated at \$24,120.

6. **Staff Recommendation:**

The City previously solicited quotes for similar right-of-way tree removals earlier in 2025, receiving pricing from multiple vendors: CJS Tree Services – \$21,429 and Priority Tree Experts – \$40,000. Based on those results, CJS Tree Services provided the best overall value to the City.

Given the specialized nature of grapple saw equipment and the limited number of qualified vendors offering comparable capabilities, staff recommends expanding the existing contract with CJS under the same cost structure. Reasonable efforts were made to identify alternative contractors, but no comparable local vendors were found with grapple saw capacity or availability this season.

Staff recommends conditional approval to proceed with CJS Tree Services for the Watertown Road tree removals at an estimated cost of \$24,120, contingent upon successful completion of the November 17–19 cooperative project with CJS Tree Services.

COUNCIL ACTION REQUESTED

Motion to accept the tree maintenance quote from CJS Services for \$24,120.00

AGENDA ITEM



Date: October 27, 2025

Item: 8

Title: Repair Blacktop - Ivy Place

Presenter: Brent Weldon

Section: Consent Agenda

1. **Purpose:**

The purpose of this action item is to accept a contractor quote for pavement improvements along the lower portion of Ivy Place.

2. **Background:**

Residents on Ivy Place have shared concerns regarding pavement deterioration, uneven surfaces, and winter maintenance challenges. Following those inquiries, staff conducted a detailed field assessment.

The inspection found that while the majority of Ivy Place remains in good condition, the lower hill section (approximately 3532–3560 Ivy Place) shows multiple patches and areas of minor settlement. Two specific locations would benefit from milling and patching to address surface irregularities.

The asphalt curb continues to function properly, managing stormwater effectively during rainfall events. The catch basin structure located further up the roadway is currently being rehabilitated to improve drainage performance and extend the system's service life.

Overall, the roadway is structurally sound, and targeted milling and overlay work in the lower portion will correct surface issues, enhance drivability, and extend the pavement's useful life until a full reconstruction is warranted.

3. **Scope:**

The project includes butt-milling high areas and tie-ins to existing pavement, cleaning and preparing the surface, applying **CQS-1H** tack material, and paving a **2-inch bituminous overlay (SPWEA340B)** over approximately **906 square yards** of pavement area.

Traffic control, cleanup, and restoration are considered incidental to the work and included in the contractor's price.

4. **Cost:**

The City of Orono received two quotes for the mill and overlay work. The lowest quote from a qualified contractor was from MEB Enterprises Inc. for \$28,875.00.

Contractor	Total Quote
MEB Enterprises Inc.	\$28,875.00
Allied Blacktop Company	\$29,807.00

5. **Funding:**

This project will be funded through the Pavement Fund.

6. **Staff Recommendation:**

Staff recommends that the City Council accept the quote from MEB Enterprises Inc. in the amount of \$28,875.00 for the Ivy Place mill and overlay project.

COUNCIL ACTION REQUESTED

Motion to accept the quote in the amount of \$28,875.00 from MEB Enterprises Inc. for pavement improvements along the lower portion of Ivy Place.

AGENDA ITEM



Date: October 27, 2025

Item: 9

Title: Oath of Office - Police Officer

Presenter: Correy Farniok, Police Chief

Section: Public Safety Report

1. **Purpose:**
Oath of Office for Officer Kohlton Beck
2. **Staff Recommendation:**
Presentation - No Action Required

COUNCIL ACTION REQUESTED

Presentation - No Action Required

AGENDA ITEM



Date: October 27, 2025

Item: 10

Title: Agreements - Shoreline Fire Department - Resolutions 7632 and 7633

Presenter: Adam Edwards, City Administrator / Engineer

Section: Public Safety Report

1. **Purpose:**

The purpose of this council item is to approve the Shoreline Fire Department Joint Powers Agreement, Fire Station leases, and appoint Directors to the Fire Department Board.

2. **Background:**

A. Joint Powers Agreement (JPA). The current 2002 fire services contract expires at the end of 2025. The JPA (Exhibit B) creates a joint powers entity to provide fire protection and emergency medical services to the members and an orderly transition of operational responsibilities of the Long Lake Fire Department and the Orono Fire Department into the the Shoreline Fire Department. In April 2025, the first amendment to the existing contract was approved by the members. That amendment outlined the key provisions of a this new JPA and those elements have been incorporated into the JPA.

B. Fire Stations Leases. Lease agreements for the two city-owned fire stations were developed and are ready for approval. The Willow Drive fire station is jointly owned 50/50 between the cities of Orono and Long Lake. The Navarre fire station is solely owned by Orono.

C. Fire Department Board Directors. The governing body of the new Shoreline Fire Department is a Board made up of Directors from each of the member cites. Each member city is authorized to appoint 2 elected officials to be its directors and a third elected official to serve as an alternate.

3. **Summary:**

The proposed Joint Powers Agreement (JPA) establishes a new, independent Fire Department jointly governed by the member cities. Key provisions of the agreement include:

A. Operational Start Date. The department will officially begin operations on January 1, 2026.

B. Governance Structure. The department will be governed by a Board of Directors consisting of two voting representatives from each member city.

- **Voting Authority:** The City of Orono will retain a minimum of 50% voting power as long as its financial contribution exceeds 50% of total funding.
- **Operating Committee:** A committee composed of staff from the member cities will provide administrative support and oversight for the department and its Fire Chief.

C. Board Responsibilities. The Board's authority includes: Employment and personnel decisions, capital purchases, policy approval, review and approval of the draft operating and capital budgets.

D. Service Standards. The JPA defines the minimum services to be provided by the department, along with the required service levels.

E. Equipment, Facilities, and Funding. The agreement details how equipment, facilities, and departmental funds will be managed and allocated among members.

F. Leadership. The department will be led by a Fire Chief appointed by the Board. The current LLFD Chief will serve as the initial interim chief during the transition.

G. Financial Contributions. Each member city will contribute its allocated share of the total budget (operating and capital expenses) based on the following formula: 1/3 Property Value, 1/3 Population, 1/3 Call Volume.

H. Budgeting and Planning. The department will prepare an annual operating budget and a capital improvement plan, both subject to Board approval and subsequent approval by the member cities.

I. Membership Changes. The JPA specifies procedures for adding new members and for communities to become contract cities served by the department.

J. Implementation Tasks. The agreement outlines the key steps and milestones required to ensure the department is fully operational by the established start date.

4. Cost:

A. The Operating Budget and Capital costs for 2026 will need to be approved by the Board and the cities during their final budget approvals in December. The estimated operating budget cost for Orono fire services is \$947,400. The Capital Improvement Plan (CIP) allocation for Orono fire capital is estimated at \$410,000.

B. In the JPA, Orono agrees to provide Long Lake \$50,000 per year for 5 years with the intent of offsetting their fire capital expenditures. This brings Orono's fire capital improvement allocation to a total of \$460,000.

5. Funding:

Funding for fire services is provided through property tax levy.

6. Staff Recommendation:

I recommend adoption of the JPA, approval of leases, and appointment of members.

COUNCIL ACTION REQUESTED

Move to

1) Adopt resolution 7632 approving the Joint Powers Agreement establishing the Shoreline Fire Department, and approving the lease agreements.

2) Adopt resolution 7633 appointing representatives to the Shoreline Fire Department Board, Operating Committee, and Fiscal Agent Role.

Exhibits

[A. Resolution 7632 - Shoreline Fire Agreements](#)

[B. Agreement - Shoreline Fire](#)

[C. Shoreline Fire Department Station 1 Lease](#)

[D. Shoreline Fire Department Station 2 Lease](#)

[E. Resolution 7633 - Shoreline Fire Appointments](#)



CITY OF ORONO
RESOLUTION OF THE CITY COUNCIL
NO. 7632

**A RESOLUTION APPROVING JOINT POWERS AGREEMENT
TO ESTABLISH SHORELINE FIRE DEPARTMENT AND APPROVING
LEASES FOR 340 WILLOW DRIVE AND 3770 SHORELINE DRIVE**

WHEREAS, the City of Orono has entered an Agreement and Contract for Fire Protection, dated October 15, 2002 with the City of Long Lake and City of Medina, as amended by an Addendum to Contract for Fire Protection between Orono and Long Lake, dated December 12, 2011 and as amended by First Amendment to Agreement and Contract for Fire Protection among the Members, dated April 14, 2025 (“collectively, the “Existing Fire Services Agreement”); and

WHEREAS, the City of Orono is a party to certain litigation related to the Existing Fire Services Agreement, in a case entitled City Long Lake v. City of Orono, Hennepin County District Court File No. 27-CV-23-9758 (the “Lawsuit”); and

WHEREAS, the City of Orono and City of Long Lake are parties to a Contract for Joint Ownership, dated August 8, 2001, relating to the joint ownership, operation and maintenance of the real property located at 340 Willow Drive North in Orono, which is improved with a fire station known as “Fire Station No. 1”; and

WHEREAS, the City of Orono is the fee owner of certain real property located at 3770 Shoreline Drive North in Orono, which is improved with a fire station known as “Fire Station No. 2”; and

WHEREAS, the term of the Existing Fire Services Agreement is scheduled to expire on December 31, 2025; and

WHEREAS, the City of Long Lake and City of Orono have negotiated an agreement entitled Shoreline Fire Department Joint Powers Agreement (the “Joint Powers Agreement”), which establishes a joint powers entity, to be known as the Shoreline Fire Department (the “Department”), which will provide fire protection services to each of the cities according to the terms of the Joint Powers Agreement; and

WHEREAS, the City of Orono and City of Long Lake propose to lease the property at 340 Willow Drive North to the Department, as contemplated by the Joint Powers Agreement and according to the terms of a negotiated lease agreement (the “340 Willow Lease”); and



CITY OF ORONO
RESOLUTION OF THE CITY COUNCIL
NO. 7632

WHEREAS, the City of Orono proposes to lease the property at 3770 Shoreline Drive to the Department, as contemplated by the Joint Powers Agreement and according to the terms of a negotiated lease agreement (the “3770 Shoreline Lease”); and

WHEREAS, the City of Orono has negotiated the Joint Powers Agreement and the proposed lease agreements in contemplation of and predicated upon a complete and final settlement of all claims and disputes that have been or could be raised in the Lawsuit.

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

1. The Joint Powers Agreement is approved in the form presented to the City Council. The mayor and city attorney are authorized to make non-substantive modifications to the Joint Powers Agreement prior to execution, subject to approval of the authorized representatives of the City of Long Lake.
2. The 340 Willow Lease is approved in the form presented to the City Council. The mayor and city attorney are authorized to make non-substantive modifications to the 340 Willow Lease prior to execution, subject to approval of the authorized representatives of the City of Long Lake
3. The 3770 Shoreline Lease is approved in the form presented to the City Council. The mayor and city attorney are authorized to make non-substantive modifications to the 3770 Shoreline Lease prior to execution, subject to approval of the authorized representatives of the City of Long Lake
4. The mayor and city clerk are authorized and directed to execute the Joint Powers Agreement, 340 Willow Lease, and 3770 Shoreline Lease promptly after the effective date of this resolution.
5. The mayor, city staff, city attorney, and the City’s defense counsel in the Lawsuit are authorized and directed to take all necessary steps to obtain the Court’s approval of a stipulation of dismissal of the Lawsuit that is conditioned solely upon the approval of the Joint Powers Agreement, 340 Willow Lease and 3770 Shoreline Lease by the City Councils of the City of Long Lake and the City of Orono, with each party to bear its own costs and attorneys’ fees.
6. The foregoing resolutions are effective upon the date that all of the following conditions have been met:



CITY OF ORONO
RESOLUTION OF THE CITY COUNCIL
NO. 7632

- a. The City Council of the City of Long Lake must approve the Joint Powers Agreement and 340 Willow Lease, including non-substantive modifications, if any, made as contemplated by this resolution.
- b. The City Council of the City of Long Lake must formally acknowledge that it finds the terms of the 3770 Shoreline Lease (to which the City of Long Lake is not a party) to be acceptable and in compliance with the Joint Powers Agreement.
- c. The Court in the Lawsuit must have approved the dismissal of the Lawsuit in the manner contemplated by paragraph 5 of this resolution.

Adopted by the City Council of Orono, Minnesota at a regular meeting held on October 27, 2025.

ATTEST:

CITY OF ORONO

Christine Lusian, City Clerk

Bob Tunheim, Mayor

SHORELINE FIRE DEPARTMENT JOINT POWERS AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into by and between the **CITY OF ORONO**, a Minnesota municipal corporation (“Orono”) and the **CITY OF LONG LAKE**, a Minnesota municipal corporation (“Long Lake”), collectively, the “Members” or each a “Member”.

RECITALS

WHEREAS, the Members hereto are authorized by law to provide fire protection services to their residents; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units by agreement of their governing bodies jointly and/or cooperatively to exercise any power common to the contracting Members and to provide for a joint board representing the Members to the agreement; and

WHEREAS, the Members, together with the City of Medina, have previously entered into an Agreement and Contract for Fire Protection, dated October 15, 2002 (the “2002 Agreement”), as amended by an Addendum to Contract for Fire Protection between Orono and Long Lake, dated December 12, 2011 (the “Addendum”) and a First Amendment to Agreement and Contract for Fire Protection among the Members, dated April 14, 2025 (“the First Amendment”) (the 2002 Agreement, Addendum and First Amendment being collectively referred to in this Agreement as the “Existing Fire Services Agreement”); and

WHEREAS, the Members entered into a Contract for Joint Ownership, dated August 8, 2001 (the “Joint Ownership Contract”), relating to the joint ownership, operation and maintenance of the real property at 340 Willow Drive in Orono, which is improved with a fire station designated by that agreement as Long Lake Fire Station #1 and designated by this Agreement as provided in Section 14.10 below; and

WHEREAS, the Members entered into an Agreement executed in April 2002 regarding the joint development of Fire Station #1 (the “2002 Development Agreement”), which has been fully performed;

WHEREAS, the Long Lake Fire Department currently has 1 full-time employees and 36 paid-on call employees; and

WHEREAS, the Orono Fire Department currently has 12 part-time employees; and

WHEREAS, the adoption of this Agreement has been authorized by the governing body of each party; and

WHEREAS, the Members hereto desire to enter into a new joint powers agreement for the purpose of creating and implementing a joint powers entity to provide fire protection and

emergency medical services to the Members and to provide for an orderly transition of operational responsibilities of the Long Lake Fire Department and the Orono Fire Department to the joint powers entity created by this Agreement.

NOW, THEREFORE, the Members, in consideration of the following provisions and covenants, do hereby agree as follows:

SECTION 1 GENERAL

1.1 **Effective Date.** This Agreement is effective when it has been approved by resolutions of the governing bodies of all Members, notwithstanding the date of execution of this Agreement. The approving resolutions must include the appointment of the Member's Directors as provided in Section 2.2 of this Agreement. Copies of the approving resolution for each Member will be attached to and become a part of this Agreement.

1.2 **Operative Date.** The Members acknowledge that time is needed to effectively transition the operations of the Long Lake Fire Department and the Orono Fire Department to the Department (as defined in Section 2.1 below). By majority vote, the Board as established in Section 2.2 of this Agreement shall determine the date (the "Operative Date") that the Department established by this Agreement has secured the necessary personnel, equipment, insurance and other requirements to commence operations as an independent fire department, with a goal of January 1, 2026 as the Operative Date.

1.3 **Transitional provisions.** Sections 2 through 12 below govern the establishment and ongoing governance and operation of the Department established by this Agreement. Section 15 addresses those matters related to the transition period between the Effective Date and the Operative Date. With the exception of Section 15.6 "Fire District Formation", the provisions of Section 15, cease to be effective on and after the Operative Date.

SECTION 2 ORGANIZATION

2.1 **Establishment.** There is hereby established by the execution of this Agreement the "Shoreline Fire Department" (hereinafter referred to as the "Department") to be managed and operated pursuant to the terms of this Agreement.

2.2 **Governance.** The governing body of the Department shall be the "Shoreline Fire Department Board" (hereinafter referred to as the "Board"). The Board shall consist of the following members, each of whom is a "Director":

- a. **Voting Directors:** The Board shall initially have four voting directors: two members appointed by Long Lake's governing body and two members appointed by Orono's governing body. No employee of the Department or any police department serving the Members may serve on the Board as a Voting Director. Each Member shall appoint at least one, but not more than two, Voting Director(s) who is/are a seated city council member. If Members are added to the Department, the Board membership will be reconstituted as

provided in Section 11 of this Agreement. In the event of a tie vote, the Members shall work together in good faith to break the tie using the dispute resolution process set forth in Sections 10.1 and/or 10.2 to address disputes involving the subject matters specified therein.

- b. Contract City Non-voting Directors: The governing body of each Contract City (as defined in Section 13.1 below) may appoint one Contract Director to the Board and one Alternate Contract Director. The Contract Director is a non-voting director. Alternate Contractor Directors may not participate in Board meetings except in the absence of the Contract Director whom they serve as an alternate.
- c. Staff Ex-Officio (non-voting) Directors: The governing body of each Member shall appoint its chief administrative officer and another non-elected official or employee serving the Member to serve as non-voting Ex-Officio Directors on the Board.
- d. Alternate Directors: The governing body of each Member shall appoint one Alternate Member for each of the Member's Voting Director(s) and Ex-Officio Member. A Voting Alternate Member must be an elected official from the appointing Member's governing body and shall have the authority to vote in the absence of the Voting Director. An Ex-Officio Alternate Member must be a non-elected official or employee serving the Member. Alternate Directors may not participate in Board meetings except in the absence of the Voting Director or Ex-Officio Director for whom they serve as an alternate.
- e. Board Procedures: The Board shall annually elect from among the Voting Directors a Chair and Vice-Chair. The Chair shall act as the presiding officer at Board meetings and the Vice-Chair shall act as the presiding officer at any meetings not attended by the Chair. The Chair and the Vice-Chair may not be Directors appointed by the same governing body. The position of Chair may not be held by a Voting Director for the same Member for more than two (2) consecutive years. The Board shall adopt bylaws establishing procedures and operations of the Board.
- f. Terms. Each Voting Director, Contract Director and Alternate Director (whether a Voting-, Ex-Officio- or Contract Alternate Director) shall be appointed for a one-year term, but may be removed at any time by majority vote of the governing body that made the appointment. Ex-Officio Directors are appointed for indefinite terms that terminate when they no longer hold the designated position with the Member.

2.3 **Compensation.** Directors shall serve without compensation from the Department, but nothing herein shall be construed to prevent a Member from compensating its directors for service on the Board to the extent such compensation is otherwise authorized by law.

2.4 **Board Quorum.** A majority of Directors shall constitute a quorum for the transaction of business, provided that a majority of Voting Directors must be present. The Board shall act by majority vote.

2.5 **Meetings.** The Board shall initially hold regular meetings at least once per quarter. The Board may subsequently, by majority vote, agree to modify the frequency of regular meetings. The first regular meeting of each year must be held in January and must include the election of the Chair and such other officers as required by the Board's bylaws. The Board may also, from time to time, hold special meetings and emergency meetings. All meetings of the Board are governed by the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D.

2.6 **Voting.** Each Voting Director shall have an equal vote. Unless otherwise specified herein, the Board may take action on any issue by majority vote of all Voting Members. Voting by proxy is not allowed.

2.7 **Operating Committee.** The Staff Ex-Officio Directors shall comprise the Operating Committee. The Operating Committee shall meet with the Fire Chief on a monthly basis and report to the Board at each regular meeting.

- a. The Operating Committee shall have authority to approve budgeted expenditures during monthly meetings. Non-budgeted expenditures which do not exceed ten thousand dollars (\$10,000.00) may be approved by the Operating Committee, however, all unbudgeted expenditures in excess of this amount must be approved by the Board. A list of unpaid and paid claims shall be provided to each member of the Operating Committee on a monthly basis.
- b. The Operating Committee shall review and provide support and guidance to the Chief and any other employees of the Department by providing any administrative assistance requested by the Department (e.g. HR, Finance, Fleet, Facilities Maintenance) until such time as the Department employs staff to handle such matters.
- c. Employee concerns/complaints about the Chief shall be raised first to the Operating Committee, which shall implement follow-up and investigation, as appropriate. If applicable, the Operating Committee shall take appropriate action, up to but excluding termination, to discipline the Chief or otherwise address the complaint. The Chief shall maintain the right to appeal any adverse employment action taken by the Operating Committee against the Chief to the Board. The Operating Committee may also recommend the termination of the Chief to the Board, but a final determination must be made by a decision of a majority of the Board.
- d. The Operating Committee shall facilitate the integration and coordination of the Department with the other services within their municipalities.

2.8 **Department Office.** The primary office of the Department shall be at 340 Willow Drive North, in Orono (the mailing address of which is Long Lake, MN 55356), but may be changed by the Board from time to time, after giving notice to the Members.

2.9 **Fiscal Agent.** Orono shall act as the initial fiscal agent for the Department, and Long Lake shall act as the initial assistant fiscal agent for the Department. The fiscal agent and assistant fiscal agent shall be required co-signers on all accounts and shall collaborate on all bank account reconciliations. The Department shall maintain a dedicated records terminal and storage at Long Lake Fire Station #1 and each Member shall have access at all times to the fiscal and accounting records. The fiscal agent and assistant fiscal agent shall perform requisite services at no cost to the Department. The Department shall indemnify and hold the fiscal agent and the assistant fiscal agent harmless from any claims, causes of action, or liability arising out of actions either takes in performing duties under this section except for claims, causes of action or liability arising out of the gross negligence or intentional misconduct of the fiscal agent or the assistant fiscal agent, respectively, in performing their duties under this paragraph. The appointment of Members to the roles of fiscal agent and assistant fiscal agent shall be reviewed by the Board annually and the Board may change the fiscal agent as it deems necessary.

2.10 **Administrative support services.** The Board may but shall not be required to contract with one or more Members to provide required support services to the Department, until the Department employs staff to fulfill the duties. Any contract or informal agreement for services may not provide for compensation to the Member in excess of the Member's actual hourly costs, including benefits. All support services shall be coordinated with the Fire Chief, with oversight from the Operating Committee and the Board.

SECTION 3 GENERAL POWERS OF THE BOARD

3.1 **Powers.** The Board shall have and is hereby given all powers, duties and functions enumerated in this Agreement and provided by law, and all such further powers necessary to carry out the intent and purpose of the Department with respect to acquisition of property and operation of the Department heretofore set forth, including but not limited to the following:

- a. To employ and determine the terms of employment of fire protection, administrative, and other personnel, accountants, consultants, engineers, legal counsel, and other qualified personnel.
- b. To cause reports, plans, studies, and recommendations to be prepared.
- c. To purchase capital equipment and land, and to cause the construction of buildings to implement the purposes of the Department.
- d. To lease or purchase equipment (including capital equipment) and supplies necessary for the proper operation, care, maintenance, and preservation of Department facilities and equipment.

- e. To adopt Department bylaws, rules and regulations for the operation, maintenance and use of Department fire protection services, equipment, and facilities.
- f. To enter into mutual aid agreements with other organizations with similar purposes.
- g. To dispose of capital equipment and land consistent with the terms of this Agreement.
- h. To sell or lease any of its equipment (including capital equipment) as may be deemed expedient.
- i. To approve a yearly operating budget for Department services.
- j. To act as agent for receipt, custody, and disbursement of funds, gifts, or other funds paid or given by the Members on behalf of or for the use of the Department.
- k. To cause an annual independent audit to be made of all its accounts, books, vouchers and funds.
- l. To establish a Firefighters' Relief Association for the benefit of members of the Department and to make such contribution to the fund of the Firefighters' Relief Association as the Board deems appropriate and as required by law.
- m. To contract to provide fire protection and medical response services for non-Member entities, consistent with Section 7 of this Agreement.
- n. To purchase insurance to cover liability and worker's compensation for the needs of the Department.
- o. To develop, either directly or through appointed representatives of the Board, an agreement to evolve the status of the Department into a Fire District.

3.2 **Disbursements.** Except as otherwise provided, unanticipated disbursements of the Department must be approved by the Board and co-signed by two officials designated in the Board's bylaws.

SECTION 4 SERVICES

4.1 **Scope.** Subject to the provisions of Section 4.3, the Department shall provide fire protection and emergency medical services within the boundaries of the Members and Contract Cities.

4.2 **Services.** The Department shall provide to Members the following services, which shall be subject to revision or supplementation by Board action:

- a. Structural Firefighting
- b. Grass/Forest Firefighting
- c. General Firefighting to include Vehicles & Equipment, Carbon Monoxide Calls and Other Non-Structural Firefighting
- d. Rescue to include Vehicle & Equipment Extrication, General Search & Rescue and surface water rescue.
- e. Fire Prevention and Education
- f. Emergency Medical Services at a minimum of Emergency Medical Responder (EMR) level but with goal of achieving a Emergency Medical Technician (EMT) level.
- g. Hazardous Material Response at a First responder, Operation level.
- h. Disaster Response at the local level by being prepared to fully integrate with other disaster response agencies.
- i. Maintenance of Fire response equipment
- j. Fire code enforcement and inspection services
- k. Training and integration with other emergency response functions.

4.3 **Response Standard.** The Department shall initially use the following as operational benchmark standards until the new consolidated NFPA 1750 is approved and released, at which time the Board shall review and update the Department's response standards in the Board's discretion, using the NFPA 1750 as a guiding but not binding document:

a. A 80th percentile on scene response time of 10 minutes for all emergent calls with an EMR or higher level capability for emergency medical incidents or the new Consolidated NFPA 1750 once approved and released; whichever is more stringent.

b. A 80th percentile on scene response time of 14 minutes for the first arriving engine with 4 qualified firefighters as an operational benchmark standard for a fire suppression incidents or the new Consolidated NFPA 1750 once approved and released; whichever is more stringent.

c. As a minimum, the Department shall maintain a two--firefighter duty crew model to cover the service area during hours established by the Board in consultation with the Fire Chief. The Fire Chief may add duty crew coverage for specific purposes. Permanent changes to the two-firefighter duty crew coverage model must be approved by the Board before taking effect.

4.4 **Changes in Services or Standards.** Changes to the services provided, service levels or standards must be approved by the Board. Any permanent decrease in services or standards must be approved by the governing bodies of all Members. If a Member seeks to add service area based upon its acquisition of new territory, that Member must obtain approval from the Board to add the service area; the Board's failure to approve the additional service area does not restrict

the Member's authority to acquire new territory, and the Member may contract with another fire service provider to provide fire services for that territory.

4.5 **Allocation of Resources.** The Members recognize the possibility that occasions will arise on which demand for the services outlined in this Agreement will exceed the resources available for the provision of such services. In such circumstances, Department officials shall use their best judgment to prioritize the delivery of services. The Members hereby agree that the Department shall have complete and definitive discretion in prioritizing the delivery of services pursuant to this Agreement. The Department must provide reasonably equitable service to all Members and must meet all contract standards set forth in fire service contracts between the Department and any Contract Cities.

SECTION 5 FIRE EQUIPMENT, LAND, BUILDINGS, AND FUNDS

5.1 Equipment and Personal Property.

- a. The Department shall acquire (by gift, devise, purchase or lease) all equipment and personal property necessary for the operation of the Department on terms and conditions as approved by the Board. The Department may not lease equipment or personal property from a Member except as provided in Sections 11 and 14 of this Agreement.
- b. The purchase of equipment by the Department must be done in accordance with a capital improvement program approved as provided in Section 8.1 of this Agreement.
- c. The Department may sell its equipment and personal property to a third party upon approval of the Board or to a Member upon unanimous approval of the Board. The proceeds from any sale of Department equipment or personal property must be deposited in a capital fund for the Department. The Department may donate surplus equipment in accordance with Minnesota Statutes, Section 471.3459.
- d. The Department, with the approval of the Fire Chief, may allow a Member occasional and temporary use of Department apparatus and equipment. Each Member will be required to enter into an equipment use agreement with the Department before being allowed to utilize any apparatus or equipment owned or controlled by the Department. The equipment use agreement shall require that a Member utilizing Department equipment shall indemnify the Department against, and hold the Department harmless from, any claims, damages, liabilities, losses, fees, and costs, including reasonable attorneys' fees, which occur as a result of the Member's use.

5.2 **Existing Land and Building.** The existing parcels of land and buildings that are listed on the attached Exhibit A ("Fire Station Properties") shall, as of the Operative Date, become the initial fire stations for the Department. Ownership of the Fire Station Properties will remain with

the Member(s) identified in Exhibit A as the owner(s) of each respective Fire Station Property. Each Member with an ownership interest in a Fire Station Property agrees to lease its Fire Station Property to the Department for One Dollar (\$1.00) and upon other terms and conditions as set forth in a lease instrument approved by the Board and the respective Member owner(s). The terms of the leases must be substantially similar to each other. Each Member with an ownership interest in a Fire Station Property agrees to operate the Fire Station Property primarily as a fire station, unless otherwise approved by the Board. Each Member with an ownership interest in a Fire Station Property agrees not to structurally modify or remodel the Fire Station Property, unless otherwise approved by the Board. The rights and obligations of the parties regarding the leased premises shall be governed by the lease agreements for each Fire Station. In the event of a dissolution of the Department based upon a withdrawal from this Agreement by less than all Members, any Fire Station Property shall remain subject to the same lease for fire department purposes except that the tenant's interest in the lease shall be assigned to the owner Member city(ies) which did not withdraw.

SECTION 6 PERSONNEL AND ADMINISTRATION

6.1 Fire Chief.

- a. The Board shall appoint a Fire Chief to assume all duties thereof upon the expiration of the Interim Chief Term, as defined below. The Fire Chief shall be responsible to the Board for the efficient and economical operation of the Department to ensure the delivery of the services and standards established in this agreement and direction provided by the Board. The Fire Chief's duties include: direction, deployment, and supervision of Department personnel, establishment and enforcement of rules of conduct for personnel, establishment and implementation of Department procedures, protocols and best practices, making recommendations to the Board with regard to the hiring, promotion, termination, supervision, discipline, and staffing levels of Department personnel, and carrying out the policies and procedures adopted by the Board.
- b. The Fire Chief is a full-time employee of the Department and may enter into an employment contract with the Board that is not inconsistent with this Section 6.1. The Board must choose the Fire Chief on the basis of training, experience, administrative, and other qualifications. The Fire Chief shall be appointed for an indefinite period of time and may be removed by the Board at any time for any reason or no reason, consistent with at-will employment

6.2 Other Positions. The Board shall develop and update as necessary a Department organizational chart establishing the various positions within the Department. The Board may, from time to time, establish, eliminate or reconstitute other employee positions as it deems to be appropriate. The Chief shall recommend action on all final hiring, promotion, and officer appointment decisions for final approval by the Board. The Chief shall determine officer and firefighter assignments.

6.3 **Training.** The Department shall at all times be in compliance with such equipment, personnel and training standards as may be required by the laws of the State of Minnesota and the Federal Government. The Fire Chief shall ensure that all specialty position certifications and training are kept up to date.

6.4 **Department Rules.** Upon the recommendation of the Fire Chief, the Board will adopt rules and regulations governing the departmental structure, personnel administration and other similar matters related to the Department and its personnel and operation.

6.5 **Compensation of Employees.** The compensation of the employees of the Department shall be set by the Board.

6.6 **Firefighters' Relief Association.** The Board shall establish a compliant firefighters' relief association as defined by Minnesota Statutes Section 424A.001, subd. 4, for all paid on-call members of the Department. The relief association shall be designated as the "Shoreline Firefighters' Relief Association" and shall initially be established by amending the by-laws of the Long Lake Volunteer Fire Relief Association to substitute the Shoreline Fire Department for the Long Lake Fire Department as the entity with which the Relief Association is affiliated, and to assign all rights and obligations of the City of Long Lake set forth within the Relief Association by-laws to the Shoreline Fire Department. The Board shall thereafter assume responsibly for all Council obligations and retain discretion in all Council determinations related to the Relief Association which are set forth within the by-laws including, without limitation, subsequent amendments to the by-laws and/or funding adjustments. In the event the Board determines to or is obligated to increase funding to the Relief Association, the funding obligation shall become part of the Department's budget and be allocated pursuant to the percentage allocation determination set forth in Section 7. Subject to the terms of the approved bylaws, the Members' shall be represented on the Board of Trustees of the Relief Association by the Chief and two elected or appointed officials selected by the Board annually.

Paid on-call firefighter employees of the Department shall be eligible for membership in the relief association. Other Department employees shall be members of the appropriate public employees' retirement fund, if eligible, but are not eligible to participate in the fire relief association of the Department. The governing bodies of the Members shall jointly approve an agreement with the Shoreline Firefighters' Relief Association to facilitate joining the lump-sum division of the Statewide Volunteer Firefighter Defined Benefit Plan, as soon as reasonably possible. The Department shall be the entity that is responsible for satisfying any minimum obligation payable under Minn. Stat. § 424A.092. The certification required by that statute shall be made to the Chair of the Board, who must promptly provide a copy to the governing body of each Member. Any minimum obligation required by Minn. Stat. § 424A.092 shall be included in the Department budget. Any increase in the Department budget that is attributable to a minimum obligation is excepted from the dispute provisions of Section 8 below. The Department and, to the extent required by law, each Member is required to comply with applicable laws to ensure that state fire aid and supplement aid is contributed to the special fund of the Shoreline Firefighters' Relief Association or Minnesota Public Employees Retirement Fund, as applicable.

SECTION 7 FUNDING

7.1 **Member Contributions.** Each Member shall contribute an allocated share of the total operating budget (capital and operating expenses) to the Department as established by the Board, using the formula set forth in this section. The Board may agree to different funding terms with any Contract City as provided in Section 13.3 below.

- a. The share allocated to each Member shall be based upon that Member's percentage of the following:
 - (1) Assessor's estimated market value for property within the Department's service area as of June 30th of the prior year;
 - (2) Population of the Department's service area based upon the most recent state demographer estimates of population within each Member Community as of June 30th of the prior year;
 - (3) Total number of calls made from the Department's service area over the previous three (3) calendar years prior to the immediately preceding year. For years prior to the establishment and operation of the Department, LLFD and OFD data shall be used
- b. The allocations shall be made by averaging the above percentages: by adding each of the percentages identified above in "(1)" through "(3)" and dividing by three (3).
- c. **Capital Fund.** The Capital Fund contributions will be determined by the multiyear Capital Improvement Plan as created and maintained by the Department. The Capital Fund will have a separate account for holding the balance of annual contributions from the Members. The Member contributions will be based on the formula defined in Section 7.1.

7.2 **Additional Contribution.** In addition to its allocated share of the Capital Improvement Program/Finance Plan under Sections 7 and 8 of this Agreement, Orono agrees to make payments on behalf of Long Lake as provided in this paragraph. Orono will make payments on behalf of Long Lake for Long Lake's allocated share of the Operating Budget and Capital Improvement Program/Finance Plan during the first five (5) years of this Agreement, in the amount of \$50,000.00 annually. In the event Orono withdraws or this Agreement is dissolved during this initial five (5) year period and Orono has not allocated to Long Lake the full aggregate value herein contemplated, Orono shall pay to Long Lake any unallocated value upon such withdrawal or dissolution.

7.3 **Quarterly Payment.** The Department shall bill each of the Members on a quarterly basis at least thirty (30) days before payments are due.

7.4 **Contracting Entities.** The Department shall bill other contracting entities as provided by contract, consistent with Section 7.1 above. Such funds will be used to operate the Department in the same manner as contributions obtained from each of the Members.

SECTION 8 BUDGET

8.1 **Approval of Department Operating and Capital Budget.** The Department shall submit a proposed budget, including operating and capital costs (the “Department Budget” or Budget”), to the Members through the Members’ Operating Committee Directors by July 15. The annual Department Budget must be approved by an affirmative vote of the majority of each Party’s governing body. The Members’ governing bodies shall vote on the proposed budget by September 1.

8.2 **Budget Disputes.** If any dispute arises concerning approval of the Department Budget, or if a Member’s governing body fails to approve the budget, the Members and the Department shall hold a joint meeting or series of joint meetings in September and October. In the event the Members and the Department are unable to resolve the dispute following said meeting(s), the Members will follow the dispute resolution process in Section 10.1, starting at step 2. For removal of doubt, a nominated arbitrator shall have the authority to determine the Department Budget and may consider, without limitation, the Department’s needs with consideration of the service standard obligation set forth in Section 4.3, as it may be amended by the Board.

- a. If the Members are unable to agree on the proposed budget, and a final decision has not been issued pursuant to Section 10.1 prior to the commencement of the succeeding calendar year, the amount of the previous year’s budget will be increased by the increase in July Minneapolis/St Paul Consumer Price Index for All Urban Consumers (CPI-U) over the previous 12-month period, or five percent (5%) whichever is less, until such time as the arbitrator renders a final decision and that determination is implemented by the Board.
- b. In the event that the Consumer Price Index decreases, the operating budget shall remain the same, pending the arbitrator’s final decision.
- c. The arbitrator’s final decision shall be implemented as per the ruling.

8.3 **Budget Reports.** The Department shall submit to each of the Members through its Operating Committee directors a quarterly budget report. Furthermore, the Department shall submit to each of the Members through their Operating Committee directors a copy of the Department's annual financial report no later than June 30th of each year.

SECTION 9 INSURANCE AND LIABILITY

9.1 **Insurance.** The Department shall maintain general liability insurance for its services, in an amount equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. The Department shall also maintain inland marine, automobile, and property insurance coverages. The Department shall also maintain workers’ compensation coverage as required by law. All insurance policies shall be issued to the Department and shall name as additional insured each Member, its officers, and

employees.

9.2 Liability; Defense and Indemnification.

- a. The Department shall defend and indemnify its officers (including Voting, Alternate and Ex-Officio Directors on its Board) and employees to the extent required by Minnesota Statutes, Section 466.07.
- b. The Department shall hold harmless, defend and indemnify Members, their officials, employees, and agents from and against any claims, suits, demands or causes of action for any damages or injuries, including reasonable attorneys' fees, based on allegations of negligence or omissions or willful misconduct of the Department's employees, officers, or agents. The Department's duty to indemnify will be limited to its applicable insurance coverage.
- c. Under no circumstances, however, shall the Department be required to pay on behalf of itself or any Member, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one Member. The limits of liability for Members and the Department may not be added together to determine the maximum amount of liability. The intent of this subdivision is to impose on the Department a limited duty to defend and indemnify the Members for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes, Chapter 466.

SECTION 10 DISPUTE RESOLUTION

10.1 Dispute Resolution Process; Select Subject Matters.

- a. This Section 10.1 applies to the following categories of disputes, subject to the provisions of Section 8, supra:
 - (1) Any dispute raised by a Member concerning a decision of the Board;
 - (2) The Board's inability to reach a majority decision due to a deadlock on a matter that directly and primarily relates to the Department budget, hiring or termination of personnel, changes to services provided or service level, adding Additional Members and changes in the Department's service area.. The Board and each individual Member shall not be prohibited from seeking remedy from a court of competent jurisdiction in all other circumstances, subject to compliance with Section 10.2 below. For removal of doubt, this Dispute Resolution Process set forth in this Section 10.1 shall not apply to any Board or Member action to enforce a Member's non-compliance with this Agreement including, without limitation, refusal to timely fund Department expenses as set forth in this Agreement.
- b. The dispute resolution process consists of two steps.

- (1) A Member may initiate Step 1 of the dispute resolution process by submitting to the Department and each Member a written statement outlining the dispute or disagreement and the specific Board decision at issue. This written statement of dispute shall be forwarded by the complaining Member to the Board at the Board's next scheduled meeting. By majority vote of its Voting Members, the Board may also elect, without obligation, to call for dispute resolution of any issue directly and primarily involving any of the subject matters listed in paragraph 10.1(a)(2) above, and initiate Step 1 of the process. At Step 1, the Board is allowed a three (3) month period to resolve the dispute. If the dispute is not resolved within the three (3) month period, the dispute shall proceed to Step 2.
- (2) At Step 2, the Board must refer the dispute for mediation and binding arbitration. In the event of a dispute brought pursuant to Section 10.1(a)(1) above, the Department and the disputing Member(s) shall equally share the costs of mediation and arbitration and the disputing Member(s) remain responsible for their allocation of the Department's share. In the event of a dispute brought pursuant to Section 10.1(a)(2) above, the deadlocked Members shall equally share the costs of mediation and arbitration. The reviewing arbitrator shall have authority to determine whether a Member or Members is/are in Default of this Agreement.

10.2 **Other Disputes.** For all other disputes arising out of this Agreement, the Members agree to meet and confer and submit to non-binding mediation upon a decision to bring any legal action. This mediation requirement shall not prohibit the filing of a claim, but shall obligate the parties involved to seek resolution through this process as a part of any claim filed. Notwithstanding the foregoing, the Members agree that mediation shall not be required prior to prosecution of a claim if the delay is likely to increase the risk of imminent harm to a Member, Contracting City, or the public. Should any Member prevail in a cause of action, brought before a court of competent jurisdiction, against another Member for breach of this Agreement, that prevailing Member shall be entitled to recover all costs incurred in the prosecution of that enforcement action, including without limitation reasonable attorneys' fees. To the extent any inconsistencies exist between this Section 10.2 "Other Disputes" and the provisions of Section 10.1 "Dispute Resolution Process; Select Subject Matters", the provisions of Section 10.2 shall prevail and control.

10.3 **No Waiver.** An election by or failure of the Department or any Member thereof to enforce any provision of this Agreement shall not act as a waiver or release of the right to enforce any provision in this Agreement thereafter.

SECTION 11 ADDITIONAL MEMBERS

11.1 **Process.** Any governmental unit may be added as a Member, with the approval by a majority vote of the Board and after adoption of a resolution by the new Member's governing body.

11.2 **Capital Contribution.** Each new Member must contribute to the Department an amount equal to the new Member's allocated share of the Department's then-existing equipment and personal property, which share will be calculated in accordance with Section 7 of this Agreement. The new Member's capital contribution may be reduced by the value of any equipment or personal property owned by the new Member, where ownership is transferred to the Department. If the new Member desires to contribute equipment that the Member leases rather than owns: the new Member must assign the lease to the Department; the new Member's capital contribution will be reduced by the calculated current value of all lease payments; the new Member annually must reimburse the Department for lease payments made under the lease; and all Members' shares of the operating budget under Sections 7 and 8 will be calculated without regard to the lease payments. The Board and the governing body must agree upon the amount of the new Member's capital contribution and the time for payment, which may not exceed 5 years, prior to the approvals required under Section 11.1 above.

11.3 **Board Membership.** Each new Member shall appoint one Voting Director, one Alternate Director and two Ex-Officio Directors to the Board, in the same manner as provided in Section 2.2 of this Agreement. Provided, at all times during which Orono's cost share exceeds fifty percent (50%) of the Department budget, fifty percent (50%) of the Board shall be comprised of Voting Directors appointed by Orono; Orono shall have the right to appoint additional Voting Directors as needed to maintain that percentage. If Orono's cost share drops below fifty percent (50%) during any budget year, the Board shall be converted to be comprised of one Voting Director from each Member and Alternate, Contract and Ex-Officio Directors as provided in Section 2 of this Agreement. Conversely, if Orono's cost share rises above fifty percent (50%) during any budget year, the Board shall be converted whereby fifty percent (50%) of the Board shall be comprised of Voting Directors appointed by Orono.

11.4 **Funding.** The funding shares of all Members shall be adjusted as provided in Section 7 to reflect the addition of any new Member.

11.5 **Adjustment of Membership.** If any Member consolidates with another Member governmental unit, the consolidated governmental unit shall automatically become a single Member under this Agreement, and funding shares of all Members shall be reallocated as provided in Section 7 of this Agreement

11.6 **Agreement to be Bound by Existing Policies.** Each new Member agrees to be bound by the provisions of this Agreement and by the adopted operating policies in effect at the time the new Member joins the Department.

SECTION 12 DURATION, WITHDRAWAL AND DISSOLUTION OF DEPARTMENT

12.1 **Duration.** The initial Term of this Agreement shall be from the Effective Date until December 31, 2045. This Agreement will automatically renew for successive terms of five (5) years each, unless dissolved as provided in Section 12.3.

12.2 **Withdrawal.**

- a. Notice. Notice of intent to withdraw from participation in the Department must be given in the month of January, with a minimum of Thirty-six (36) months' notice of intent to withdraw. The withdrawing Member shall continue to make all payments and contributions required by this Agreement while it is a Member.
- b. No vesting. Any party withdrawing from the Agreement shall have no vested rights or ownership in any of the property or assets of the Department. This section shall not affect the withdrawing Member's retention rights to land and buildings, subject to the provisions of this Agreement.
- c. Operating budget contribution. By December 31 of each of the two years following the effective date of its withdrawal, a withdrawing Member shall pay to the Department an amount equal to the withdrawing Member's allocated share, under Section 7 of this Agreement, of the Department operating budget for the year prior to the effective date of the withdrawing Member's withdrawal.

12.3 **Dissolution.** The Members may terminate this Agreement and dissolve the Department at any time, by resolutions adopted by the governing bodies of all Members. The dissolution shall be effective upon the date specified in the Members' resolutions of dissolution or, if no date is specified, upon the date the last resolution is adopted.

12.4 **Distribution of Assets Upon Dissolution.** Upon a mutually agreed upon dissolution, all assets owned by the Department shall be liquidated according to State law or may be transferred, by agreement among all Members, to a fire district. All cash remaining from the liquidation of assets after payment of all Department debts shall be distributed to the Members based on the average funding allocations of the Members for the last three years' budgets. If the Department is dissolved due to the withdrawal of a Member(s) and not by mutual agreement, the terms of Section 12.2 shall apply and the Department's rights to equipment and the Operating budget contribution shall be allocated to the Member(s) which did not withdraw.

SECTION 13 CONTRACT CITIES

13.1 A municipality shall be added to the Department's service area with a fee for service contract only upon receiving unanimous approval of the Department Board. Each such municipality is known as a "Contract City" or, collectively, "Contract Cities."

13.2 A Contract City shall have representation on the Board as provided by Section 2.2(b) above.

13.3 By majority vote, the Board shall approve the fee structure for each new Contract City.

13.4 Contract Cities shall have no ownership interest in the Department, its assets or the assets of its members.

13.5 Notwithstanding the foregoing provisions of this Section 13, the Department shall, on or before the Operative Date, accept assignment of and responsibility for compliance with the Fire Service Contract dated June 6, 2018 between the City of Long Lake and the City of the Village of Minnetonka Beach (the "Existing Minnetonka Beach Contract"). The parties hereto agree and

consent to the initiation of assignment and termination of the Existing Minnetonka Beach Contract by the City of Long Lake, with a termination effective date of no later than June 6, 2028. In the event the Existing Minnetonka Beach Contract is not terminated by Long Lake, the Department as assignee, no later than December 1, 2026, shall provide notice of termination of the Existing Minnetonka Beach Contract to Minnetonka Beach and offer to enter into a fire service contract with Minnetonka Beach on terms in compliance with this Section 13.

SECTION 14 MISCELLANEOUS TERMS

14.1 **Electronic signatures; Counterparts.** This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically (including, without limitation, DocuSign® and AdobeSign®). All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original.

14.2 **Amendment.** This Agreement may be amended at any time by the mutual agreement of the governing bodies of all Members. Any such amendment shall be in writing and will be attached to this Agreement.

14.3 **Notices.** All notices, demands, requests, consents, approvals, or other instruments required or permitted to be given by the Department or by any Member pursuant to this Agreement shall be in writing and shall be as follows:

To Department: At the Department's official address, as provided in Section 2.8 of this Agreement

To a Member: At the Member's official primary address

14.4 **Entire Agreement.** Except as otherwise provided herein, this Agreement constitutes the entire agreement between the Members with respect to the subject matter hereof, and there are no other representations, warranties, or agreements except as herein provided.

14.5 **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

14.6 **Construction.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Minnesota, without regard to choice of law provisions.

14.7 **Subcontracting & Assignment.** The Department shall not subcontract or assign any portion rights or responsibilities under this contract without prior written permission from the Members.

14.8 **Termination of Prior Agreements.** The 2002 Agreement and Contract for Fire Protection, the 2011 Addendum, the 2024 First Amendment, and the 2002 Agreement for joint development of Station 1 are terminated as of the Operative Date.

14.9 **Adoption of Uniform Fire Code.** The Members agree to adopt the most current Uniform Fire Code and authorize the Department to enforce said Uniform Fire Code in their cities within ninety (90) days of execution of this Agreement. All Members further agree that they will approve amendments to their City Codes of Ordinances adopting any updates or revisions to the Uniform Fire Code within sixty (60) days of receiving notice from the Department that the Uniform Fire Code has been amended. Any Member or Contract City may appoint the Department Chief (or the Chief's designee) as the designated fire marshal for the Member's jurisdiction and the Department Fire Chief or the Chief's designee shall serve in that capacity at a cost established by the Department.

14.10 **Station Locations and Names.** Decisions to locate, relocate, close, name, or rename a fire station operated by the Department shall require unanimous approval from the Board. The station names set forth in Exhibit A shall be the initial names for each station.

SECTION 15: TRANSITIONAL PERIOD

15.1 **Organizational Meeting.** A meeting of the Board should occur within ten (10) days after the Effective Date. At its initial meeting, the Board shall elect officers and establish a schedule of regular or special meetings for the purposes of organizing the Department and reading the Department for the Operative Date.

15.2 **Organizational Tasks.** The Board shall proceed with due diligence to complete the following tasks:

- a. Establish a projected Operative Date, as contemplated by Section 1.2 of this Agreement.
- b. Adopt bylaws for the Board as contemplated by Section 2.2(d) of this Agreement.
- c. Establish the initial organizational structure for the department.
- d. Recruit and hire a Fire Chief for the Department, with a term commencing not earlier than ten (10) months after the Operative Date.
- e. In order to ensure a smooth transition to the new Department, the current Long Lake Fire Chief shall be offered employment with the Department as the Interim Fire Chief for a period of one (1) year from the Operative Date (the "Interim Chief Term"), with full authority through the Interim Fire Chief term.
- f. Hire personnel as the Board deems necessary for the operation of the Department. The Board may extend offers of employment to any existing employee of the Long Lake Fire Department and the Orono Fire Department. All offers of employment must be effective no earlier than the Operative Date established by the Board.
- g. Designate a fire relief association as contemplated by Section 6.6 of this Agreement.
- h. Prepare an inventory of all equipment of the Department.

- i. Prepare budgets for the Department as required by Sections 15.4 and 15.5 below.

15.3 **Transfer of Equipment.** Effective on the Operative Date, each Member agrees to convey and transfer to the Department its respective ownership interests in the equipment and personal property identified in the attached Exhibit B (“the Equipment”) for no consideration, in accordance with Minnesota Statutes, Section 471.85. Based on the Members’ review and evaluation of the comparative values of the Equipment to be transferred to the Department, and the allocation formula in Section 7 of this Agreement, no payments shall be required by the Members with respect to any Equipment conveyed to the Department as of the Operative Date.

15.4 **2025 Budget and Funding Shares.** Within thirty (30) days of the Effective Date, the Board must prepare a Department budget for the period commencing on the Effective Date and ending December 31, 2025 and the Members’ initial contributions toward that budget, which will be calculated in accordance with Section 7; no Member’s initial contribution may exceed \$XXXX. The Board’s determination is final, and approval of the Member’s governing bodies is not required. The Members agree to pay their respective shares within thirty (30) days after receipt of an invoice from the Department.

15.5 **2026 Budget and Funding Shares.** The Board shall prepare a budget for Fiscal Year 2026, commencing with the established Operative Date, and shall allocate the initial budget among the Members in accordance with Sections 7 and 8 of this Agreement. The Board must provide the proposed budget to the Members no less than 45 days before the Operative Date. The Members shall have thirty (30) days to approve the budget. If there is a dispute regarding the 2025 budget, the dispute resolution provisions of Section 8.3 apply, except that the Board-approved budget will serve as the interim budget, pending the final decision of an arbitrator.

15.6 **Fire District Formation.** The Members agree to consider transitioning the Department to a Fire Protection and Emergency Medical Services Special Taxing District as identified in MN Stat. 144F.01. The Members agree to prioritize the completion of a study for such a transition within the first five years from the Operative Date of the Department.

IN WITNESS WHEREOF, the Members have caused this Agreement to be executed by their duly authorized officers.

[signature pages follow]

Signature Page – City of Orono

CITY OF ORONO

By_____

Its Mayor

By_____

Its City Clerk

Signature Page – Long Lake

CITY OF LONG LAKE

By_____

Its Mayor

By_____

Its City Clerk

Exhibit A

Fire Station Properties

Fire Station #1 – “The Long Lake Station”	
Address:	340 Willow Drive North, Orono, MN
Legal Description:	Lot 1, Block 1, WILLOWFIRE ADDITION, Hennepin County, Minnesota
Owner(s):	City of Long Lake (50%, undivided) City of Orono (50%, undivided)
Fire Station #2 – “The Orono Station”	
Address:	3770 Shoreline Drive, Orono, MN
Legal Description of Leased Premises:	The building, driveway and parking lot located on that part of the Property described below, which lies between a line drawn 275 feet northerly of and parallel to the South line of said Property and a line drawn 455 feet northerly of and parallel to the South line of said Property.
Property Description:	The Westerly ½ of Lot 1, Block 9, Townsite of Langdon Park, Hennepin County, Minnesota, EXCEPT that part thereof lying West of a line drawn North at right angles to the South line of Section 17, Township 117 North, Range 23 West from a point of said South line 1,315.97 feet West from the South ¼ corner of said Section 17 AND East ½ of Lot 1, Block 9, Townsite of Langdon Park, Hennepin County, Minnesota
Owner(s):	City of Orono

Exhibit B

Equipment to be Transferred to Department

LLFD Owned Equipment to be Transferred (purchased under contract)

New Department Equipment	Description / Purpose	Equipment Transferred	Current Owner	Disposition Details
Excess	2004 Rescue	LLFD Rescue 12	LLFD	Auction- Proceeds to New Department Capital Fund.
Tanker 1	2009 Tanker Tender Station1	LLFD Tanker 11	LLFD	
Excess	1997 Utility	LLFD Utility 11	LLFD	Auction- Proceeds to New Department Capital Fund.
Engine 2	2017 Engine / Pumper Station2	LLFD Engine 22	LLFD	
Excess	2001 Tanker	LLFD Tanker 12	LLFD	Auction- Proceeds to New Department Capital Fund.
UTV 1	2015 Brush/Medical ATV on Trailer	LLFD Utility 12	LLFD	
Admin 1	2000 Pickup truck for support functions	LLFD U21 Chassis	LLFD	
Command 1	2022 Chief's vehicle	LLFD Command 1	LLFD	
Command	2013 Tahoe Command vehicle	Command 3	LLFD	
Boat 1	2005 EZ Loader Boat	LLFD Boat 11	LLFD	
Boat 2	2022 Zodiac with trailer	LLFD Boat 12	LLFD	

City Owned Equipment to be Transferred

The following equipment shall be transferred from current owners to the new department.
Contribution amounts will be based on agreed upon January 1, 2026 values.

New Department Equipment	Description / Purpose	Equipment Transferred	Current Owner	
Excess	2003 Engine	LLFD Engine 21	City of Orono	
Excess	2003 Rescue	LLFD Rescue 21	City of Orono	
Ladder 1	2009 Ladder Truck	Orono Ladder	City of Orono	
Command 2	2022 Duty officer Vehicle	OFD Command 1	City of Orono	
Engine 1*	Engine / Pumper Station1	Orono Engine 1	City of Orono	.
Tanker 2	2024 Tanker Tender Station2	Orono Tanker	City of Orono	
Engine (CIP)*	2025 Engine / Pumper	Orono Engine 2 (On Order to arrive 2027)	City of Orono	
Rescue 2*	2025 Medical / Brush / Utility Station2	Orono Brush Medical	City of Orono	
Equipment	Turn Out Gear, SCBAs, & Radios		City of Orono	

Rescue 1	2024 Medical / Brush/ Utility Station1	Long Lake Brush/Medical 11	City of Long Lake	
Command 3	Fire Marshal/ Inspector / Probationary Duty Officer	Long Lake Command 2	City of Long Lake	
Engine 3	Back up Engine	Long Lake Engine 11	City of Long Lake	

*Lease to own vehicle-Lease to remain in Orono's name during payment period but is considered by the Members to be an asset of the Department. Title to be transferred once paid off. In the event of Orono withdrawal from the JPA during the term of the lease, the lease shall be assigned to the Department.

LEASE REFERENCE

LANDLORD: City of Long Lake and City of Orono

LANDLORD'S ADDRESSES
FOR NOTICES: City of Long Lake
450 Virginia Avenue, P. O. Box 606
Long Lake, MN 55356

City of Orono
2750 Kelley Parkway
Orono, MN 55356

LANDLORD'S ADDRESS
FOR PAYMENT OF RENT: As designated in writing by Landlord

LEASE REFERENCE DATE: November 1, 2025

TENANT: Shoreline Fire Department

TENANT'S ADDRESS: 340 Willow Drive North
Long Lake, MN 55356

LEASED PREMISES: 340 Willow Drive North, Orono, MN

LEASED PREMISES AREA: 88,906 sq. ft.

USE (AUTHORIZED BUSINESS): Public fire station and emergency service

POSSESSION DATE: January 1, 2026

COMMENCEMENT DATE: January 1, 2026

END INITIAL TERM/RENEWAL DATE: December 31, 2045

TERM OF LEASE: Initial term of 20 years, with automatic renewal
terms of five years each, subject to exceptions; see
Article 2

RENT: See Article 3 for Rent and Additional Rent

The Reference Page information is incorporated into and made a part of the Lease between Tenant and Landlord dated the 1st day of November, 2025 ("Lease"). In the event of any conflict between any Reference Page information and the Lease, the Lease shall control. The Lease includes Exhibits A and B which are all made a part of this Lease.

LANDLORD (City of Long Lake):

By: _____

Its: Mayor

By: _____

Its: City Administrator

Date: _____

LANDLORD (City of Orono):

By: _____

Its: Mayor

By: _____

Its: City Administrator

Date: _____

**TENANT
Shoreline Fire Department:**

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

LEASE AGREEMENT

This **LEASE AGREEMENT** ("Lease") is made and effective as of the 1st day of November, 2025, by and between the **City of Orono** ("Orono") and **City of Long Lake** ("Long Lake"), each a Minnesota municipal corporation (collectively, "Landlord"), and **Shoreline Fire Department**, a joint powers entity established under Minnesota law pursuant to that certain Shoreline Fire Department Joint Powers Agreement dated of even date herewith ("Tenant").

The Landlord and Tenant hereby agree as follows:

ARTICLE 1 – LEASED PREMISES

A. Subject to the terms, covenants and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the real property consisting of land, building and improvements located at 340 Willow Drive North, Orono, Minnesota 55356, legally described Exhibit "A" (the "Leased Premises"). The Leased Premises includes the fixtures owned by Landlord and identified on the attached Exhibit "B" ("Landlord Fixtures"). The Leased Premises does not include any personal property owned by Landlord ("Landlord Personal Property"), and there is no Landlord Personal Property located on the Leased Premises.

ARTICLE 2 – TERM OF LEASE; TERMINATION

A. Initial Term. The term of this Lease shall be for twenty (20) years as set forth on the Reference Page (hereafter referred to as the "Initial Term") upon the rentals and subject to the conditions set forth in this Lease, and the Exhibits attached hereto.

B. Renewal. This Lease shall automatically renew for successive terms of five (5) years (each, a "Renewal Term"), on the same terms and conditions set forth in this Lease, except as set forth below:

1. Either Tenant or Landlord may elect not to renew by providing written notice to the other at least one (1) year prior to the expiration of the Initial Term or Renewal Term, as applicable. The notice shall be given in the manner provided in Article 22 of this Lease.

2. Landlord shall have the right to increase the Rent for any Renewal Term by providing Tenant with written notice at least one year and one month prior to the expiration of the Initial Term or Renewal Term, as applicable.

3. In the case of an event as described at paragraph C.2 of this Article 2, the Renewal Term of this Lease shall be one (1) year, rather than five (5) years.

C. Termination.

1. If the Tenant entity is dissolved by mutual agreement of all the Tenant entity's members, this Lease shall automatically terminate on the effective date of the dissolution.

2. At any time that either the City of Long Lake or the City of Orono unilaterally withdraws as a member of the Tenant entity, this Lease shall terminate at the end of the Initial Term or Renewal Term during which the unilateral withdrawal occurs; provided, that if less than one (1) year remains in the then-existing term at the time of the unilateral withdrawal, then this Lease may be automatically renewed for a Renewal Term as provided in paragraph B.3. of this Article 2, and this Lease shall terminate at the end of that Renewal Term.

- a. The period of time from the unilateral withdrawal of either the City of Long Lake or the City of Orono until the termination date as provided under this Article 2, paragraph C.2 shall be referred to as a "Remnant Period."
- b. Notwithstanding the provisions of Articles 13 and 25.E. of this Lease, during the Remnant Period, the non-withdrawing Tenant entity member (the "Remnant Landlord") shall have the authority (but not the obligation) to act alone in exercising the Landlord rights and obligations of this Lease, except that the Remnant Landlord shall have no authority to amend any provision of this Lease in the absence of an assignment by the withdrawing Tenant entity member in accordance with Article 13.B. In Addition, the Remnant Landlord shall be obligated to charge Rent for any subsequent Renewal Term at a market rate, comparable to rents charged for properties and buildings of similar size, geographic location, and use.
- c. At any time after a unilateral withdrawal of either the City of Long Lake or City of Orono, the Tenant's interest under this Lease shall be assigned to the non-withdrawing member or members of the Tenant entity.
- d. During the Remnant Period and the first Renewal Period following the unilateral withdrawal of the withdrawing member (the "Purchase Option Period"), the non-withdrawing member of the Tenant entity (whether City of Long Lake or City of Orono), shall have an option to purchase the withdrawing member's ownership interest in the Property, at a market rate to be determined as provided in this paragraph. If the City of Long Lake and the City of Orono are unable to agree upon the market rate for the withdrawing member's interest, each party shall select an appraiser to estimate the value of the withdrawing member's interest, and the two appraisers shall select a third appraiser to review the two appraisals and determine the amount to be paid. The option to purchase must be exercised by written notice to the withdrawing member, given within the Purchase Option Period.

ARTICLE 3 - USE

A. The Leased Premises shall be used by the Tenant as a public fire station and emergency service facility during the Term of this Lease and, except as provided by Article 24 of this Lease, shall be used for no other purpose without the prior written consent of Landlord.

B. The Leased Premises shall not be used in violation of any applicable federal, state, or local law, ordinance, rule, or regulation, and Tenant shall comply with the same at its sole cost and expense.

C. Tenant covenants and agrees that Tenant, its agents, contractors, licensees and invitees shall not handle, use, manufacture, store or dispose of any flammables, explosives, radioactive materials, hazardous wastes or materials (as may be defined by Federal or State Law), toxic wastes or materials, petroleum products, chlorinated solvents, or other similar substances or derivatives thereof (collectively "Hazardous Materials"), on, under, or about the Leased Premises, without Landlord's prior written consent (which consent may be withheld or denied for any or no reason); provided, however, that Tenant may handle, store, or use products containing small quantities of Hazardous Materials, which products are of a type customarily associated with public fire department operations; provided further that Tenant shall handle, store, and use and dispose of any such Hazardous Materials in a safe and lawful manner in compliance with all governmental rules, laws and regulations, and shall not allow such Hazardous Materials to contaminate the Leased Premises, or the surrounding environment. If Tenant's handling (including transportation to and from the Leased Premises), storage, use or disposal of any such Hazardous Materials on or from the Leased Premises results in the contamination of the Leased Premises, the soil or surface or ground water of the Leased Premises, then Tenant agrees to: 1) notify Landlord immediately of any contamination, claim of contamination, loss or damage, 2) after consultation with Landlord, clean up the contamination in full compliance with all applicable statutes, regulations and industry standards and 3) indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damages. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease. Any and all consents of Landlord pursuant to this paragraph must be in writing signed by both Landlord and Tenant.

D. Tenant shall not perform any act or carry on any practice that may injure the Leased Premises.

E. Tenant shall keep the Leased Premises in an orderly and presentable manner.

F. The Tenant shall not place on the exterior or interior of the Leased Premises or on the Property (including, but without limitation, windows, doors, and entrance lobbies) any permanent signs other than those for public safety or Tenant operational purposes, or those which shall first have been approved by the Landlord, including replacements thereof.

ARTICLE 4 - RENT

A. Rent. Tenant agrees to pay to Landlord as rent (hereinafter called "Rent") for the Leased Premises, without notice or demand, annual Rent of one dollar (\$1.00) payable in January, on an annual basis. Rent may be paid as a setoff against operational costs due and payable to Tenant from Landlord (as members of the Tenant's entity) for the provision of fire services in accordance with the Shoreline Fire Department Joint Powers Agreement. Tenant shall pay Additional Rent to the extent required by Articles 6 and 8. Additional Rent is due within 30 days after invoice by Landlord. Rent is subject to increase as provided in Article 2.B.2 of this Lease.

ARTICLE 5 - POSSESSION

Landlord shall deliver possession of the Leased Premises on the Possession Date set forth on the Reference Page. Tenant agrees to take and shall take the Leased Premises in its "as is" condition.

ARTICLE 6 - UTILITIES AND SERVICES

A. Commencing with the date on which Landlord delivers the Leased Premises to Tenant, Tenant shall be responsible for the payment of all separately metered utilities for the Leased Premises.

B. Tenant agrees to maintain and clean the Leased Premises and keep the same in a sanitary and orderly manner. Tenant shall deposit all trash, refuse and recyclable materials into appropriate exterior containers provided by Landlord on the Leased Premises, and Tenant shall be responsible for the cost of trash removal and recycling collection services. Tenant shall also be responsible for pest and vermin control within and on the Leased Premises. Should Tenant fail to clean and maintain the Leased Premises and remove trash and recyclable materials therefrom as required herein, Landlord shall have the right to complete such services and charge Tenant such costs as Additional Rent. Tenant agrees not to waste any utilities and will adopt affirmative practices and policies to prevent waste of resources, consistent with the needs of a public fire station operation.

C. Tenant shall be responsible for all utility and routine property maintenance services to the Leased Premises including water, sewer, gas, electric, telecommunication services (including, but not limited to, telephone, Internet, cable communication and streaming services), and snow removal.

D. No temporary interruption or failure of such services incidental to the making of repairs, alterations or improvements, or due to accidents or strike or conditions or events not under Landlord's control shall be deemed as an eviction of the Tenant or relieve the Tenant from any of the Tenant's obligations hereunder.

ARTICLE 7 - NON-LIABILITY OF LANDLORD

Except in the event of gross negligence or willful misconduct of Landlord, its agents, employees or contractors, Landlord shall not be liable for any loss or damage for failure to furnish heat, air conditioning, electricity, water, sprinkler system, sewer or gas service. Landlord shall not

be liable for personal injury, death or any damage from any cause about the Leased Premises except if caused by Landlord's gross negligence or willful misconduct.

ARTICLE 8 - CARE OF LEASED PREMISES AND EQUIPMENT

A. Tenant agrees:

1. To keep the Leased Premises in as good condition and repair as they were in at the time Tenant took possession of same, reasonable wear and tear and damage from fire and other casualty for which insurance is normally procured excepted;

2. To keep the Leased Premises in a safe, clean and sanitary condition and in compliance with all applicable laws, ordinances, rules and regulations of governmental authority, or of any insurance policy(ies) insuring against losses resulting from damage or destruction to the Leased Premises or from personal injuries, deaths or property damage occurring in, on or about the Leased Premises;

3. Not to commit any nuisance or waste on the Leased Premises, overload the Leased Premises or the electrical, water and/or plumbing facilities in the Leased Premises, or throw foreign substances in plumbing facilities; and

4. To abide by such rules and regulations as may from time to time be reasonably promulgated by Landlord;

5. Tenant shall be responsible for routine maintenance and minor repairs (those costing \$5,000 or less) to the Leased Premises including, but not limited to, plumbing, electrical, gas or HVAC equipment, and other mechanical equipment ("Building Equipment") and windows, roof, walls, structural support foundation, paving, landscaping ("Structural Elements"). Landlord shall be responsible for major repairs (those costing in excess of \$5000.00) to Building Equipment and Structural Elements and for replacement of Building Equipment at the end of its useful life Notwithstanding the foregoing, Tenant shall be responsible, at its cost, for all repairs and/or maintenance of any portion of the Leased Premises including, but not limited to, Building Equipment and Structural Elements , that are necessary due to the acts of the Tenant, its employees, volunteers, contractors, or other invitees; the Tenant shall restore the Leased Premises to the condition it was in immediately prior to the time that it was damaged. All repairs must be performed in accordance with all laws, directions, rules and regulations of regulatory bodies or officials having jurisdiction in that regard.

B. If Tenant shall fail to keep and preserve the Leased Premises in the state of condition required by the provisions of this Lease, Landlord may at its option put or cause the same to be put into the condition and state of repair agreed upon, and in such case the Tenant, on demand, shall pay the cost thereof, as Additional Rent.

ARTICLE 9 - NON-PERMITTED USE

Tenant agrees to use the Leased Premises only as provided in Article 3. Tenant further agrees not to commit or permit any act to be performed on the Leased Premises or any omission to occur which shall be in violation of any statute, regulation or ordinance of any governmental body or which will increase the insurance rates on the Leased Premises or which will be in violation of any insurance policy carried on the Property by the Landlord. Tenant, at its expense, shall comply with all governmental laws, ordinances, rules and regulations applicable to the use of the Leased Premises and its occupancy and shall promptly comply with all governmental orders, rulings and directives for the correction, prevention and abatement of any violation upon, or in connection with, the Leased Premises or Tenant's use or occupancy of the Leased Premises, including the making of any alterations or improvements to the Leased Premises, all at Tenant's sole cost and expense.

ARTICLE 10 - INSPECTION

Upon prior written notice from Landlord to Tenant, the Landlord or its employees or agents shall have the right without any diminution of rent or other charges payable hereunder by Tenant to enter the Leased Premises at all reasonable times for the purpose of inspection, cleaning, repairing, testing, altering or improving the same, but nothing contained in this Article shall be construed so as to impose any obligation on the Landlord to make any repairs, alterations or improvements.

ARTICLE 11 - ALTERATIONS

Tenant may make minor alterations to the Leased Premises such as painting without Landlord's prior approval. Excepting the fulfillment of those Tenant maintenance and repair obligations required by this Lease, Tenant may not make any other alterations, repairs, additions or improvements in or to the Leased Premises or add, disturb or in any way change any locks, plumbing or wiring therein without the prior written consent of the Landlord, as to the character of the alterations, additions or improvements to be made, the manner of doing the work, and the contractor doing the work. All such work shall comply with all applicable governmental laws, ordinances, rules and regulations. Tenant agrees to indemnify and hold Landlord free and harmless from any liability, loss, cost, damage or expense (including attorneys' fees) by reason of any said alteration, repairs, additions or improvements.

ARTICLE 12 - SIGNS

Tenant may only install signs on the Leased Premises in compliance with the terms of the Lease. Upon termination of this Lease, Tenant shall remove any signs and repair any damage to the Leased Premises caused by the installation and removal thereof, or, at Landlord's option, such signs shall become part of the realty and belong to Landlord without compensation to Tenant with title passing to Landlord under this lease as by a bill of sale. Tenant agrees that no other signs or other advertising materials shall be erected, attached or affixed to any portion of the interior or exterior of the Leased Premises without the express prior written consent of Landlord.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING

A. Except as provided in Article 2 of this Lease, Tenant may not assign, sublet, license, mortgage or encumber this Lease, the Leased Premises, or any part thereof, whether by voluntary act, operation of law, or otherwise, without the written consent of Landlord.

B. Landlord's right to assign this Lease is and shall remain unqualified upon any sale or transfer of the Leased Premises consented to by both Orono and Long Lake and, providing the purchaser succeeds to the interests of Landlord under this Lease; Landlord shall thereupon be entirely freed of all obligations of Landlord hereunder and shall not be subject to any liability resulting from any act or omission or event occurring after such conveyance. Independent of an assignment consented to by both Landlord entities, Orono and Long Lake, individually, may only assign their respective interests in the Lease to each other and only upon the consent of such assignment by the assignee. Upon agreement to such assignment between Orono and Long Lake, the assignor shall thereupon be entirely freed of all obligations of Landlord hereunder and shall not be subject to any liability resulting from any act or omission or event occurring after such conveyance.

ARTICLE 14 - LOSS BY CASUALTY

If the Leased Premises or a majority portion thereof is damaged or destroyed by fire or other casualty, Landlord shall have the right to terminate this Lease, provided it gives written notice thereof to Tenant within ninety (90) days after such damage or destruction. If Landlord does not elect to terminate this Lease, the Landlord shall, at its expense, restore the Leased Premises to as near the condition which existed immediately prior to such damage or destruction, as reasonably possible, and the rentals shall abate during such period of time as the Leased Premises are untenable, in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises.

ARTICLE 15 - WAIVER OF SUBROGATION

Landlord and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasing party's policies shall contain a clause or endorsement to the effect that any such release would not adversely affect or impair said policies or prejudice the right of the releasing party to recover thereunder. Landlord and Tenant agree that they will request their insurance carriers to include in their policies such a clause or endorsement. If extra cost shall be charged therefor, each party shall advise the other of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

ARTICLE 16 - EMINENT DOMAIN

Neither Orono nor Long Lake may seek to take title to the Leased Premises, nor any portion thereof, nor any real property immediately adjacent to the Leased Premises by eminent domain during the term of the Lease, regardless of whether either city remains a member of the Tenant entity. If the entire Leased Premises is taken by eminent domain by a government entity other than Orono or Long Lake, this Lease shall automatically terminate as of the date of taking. If a portion of the Leased Premises is taken by eminent domain, the Landlord shall have the right to terminate this Lease, provided it gives written notice thereof to the Tenant within ninety (90) days after the date of taking. If a portion of the Leased Premises is taken by eminent domain and this Lease is not terminated by Landlord, the Landlord shall, at its expense, restore the Leased Premises to as near the condition which existed immediately prior to the date of taking as reasonably possible, and the rentals shall abate during such period of time as the Leased Premises are untenable, in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises. All damages awarded for such taking under the power of eminent domain shall belong to and be the sole property of Landlord, irrespective of the basis upon which they are awarded; provided, however, that nothing contained herein shall prevent Tenant from making a separate claim to the condemning authority for its moving expenses and trade fixtures. For purposes of this Article, a taking by eminent domain shall include Landlord's giving of a deed under threat of condemnation.

ARTICLE 17 - SURRENDER

On the last day of the Term of this Lease or on the sooner termination thereof in accordance with the terms hereof, Tenant shall peaceably surrender the Leased Premises in good condition and repair consistent with Tenant's duty to make repairs as provided in Article 8 hereof. On or before said last day, Tenant shall at its expense remove all of its equipment and personal property from the Leased Premises, repairing any damage caused thereby, and any property not removed shall be deemed abandoned. All alterations, additions and fixtures other than Tenant's trade fixtures, which have been made or installed by either Landlord or Tenant upon the Leased Premises shall remain as Landlord's property and shall be surrendered with the Leased Premises as a part thereof, or shall be removed by Tenant, at the option of Landlord, in which event Tenant shall at its expense repair any damage caused thereby. If the Leased Premises are not surrendered, on the last day of the Term of this Lease or on the sooner termination thereof in accordance with the terms hereof, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Leased Premises, including, without limitation, claims made by any succeeding tenant founded on such delay. Tenant shall promptly surrender all keys for the Leased Premises to Landlord at the place then fixed for payment of rental and shall inform Landlord of combinations on any locks and safes on the Leased Premises.

ARTICLE 18 - NONPAYMENT OF RENT, DEFAULTS

If any one or more of the following events shall occur, it shall be a "Default" under the terms of this Lease: (1) a rent payment or any other undisputed payment due from Tenant to Landlord shall be and remain unpaid in whole or in part for more than sixty (60) days after written notice of the delinquency; (2) Tenant shall fail to utilize the Leased Premises as a fire station in violation of Article 3; or (3) Tenant shall violate or default on any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a

period of sixty (60) days after written notice from Landlord of such violation or default; then it shall be optional for Landlord, without further notice or demand, to cure such default (if applicable) or to declare this Lease forfeited and the Term hereof ended and Landlord shall be entitled to sue Tenant for all sums due under this Lease or which become due prior to judgment, but such suit shall not bar subsequent suits for any further sums coming due thereafter. Excepting amounts deemed delinquent at the time of termination, Tenant's obligation to pay Rent or Additional Rent shall permanently cease upon termination of this Lease. Tenant shall be responsible for, in addition to any then delinquent Rent or Additional Rent due and other sums agreed to be paid hereunder, the cost of any necessary maintenance, repair, restoration, (including related cost of removal or modification of Tenant Improvements) or cure, as well as reasonable attorneys' fees incurred or awarded in any suit or action instituted by Landlord to enforce the provisions of this Lease, regain possession of the Leased Premises, or the collection of the Rents due Landlord hereunder. Tenant agrees to pay interest at the highest permissible rate of interest allowed under the usury statutes of the State of Minnesota, or in case no such maximum rate of interest is provided, at the rate of nine percent (9%) per annum, on all Rents and other sums due Landlord hereunder not paid within ten (10) days from the date same become due and payable. Each right or remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 19 - LANDLORD'S DEFAULT

Landlord shall not be deemed to be in default under this Lease until Tenant has given Landlord written notice specifying the nature of the default and Landlord does not cure such default within sixty (60) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than sixty (60) days to cure.

ARTICLE 20 - HOLDING OVER

Tenant will, at the expiration of this Lease, whether by lapse of time or termination, give up immediate possession to Landlord. If Tenant fails to give up possession the Landlord may, at its option, serve written notice upon Tenant that such holdover constitutes any one of the following (i) renewal of this Lease for one year, and from year to year thereafter, or (ii) creation of a month-to-month tenancy, or (iii) creation of a tenancy at sufferance. If Landlord does not give said notice, Tenant's holdover shall create a tenancy at sufferance. In any such event the tenancy shall be upon the terms and conditions of this Lease, except that the Rent shall be Ten Thousand Dollars (\$10,000) per month (in the case of tenancy at sufferance such Rent shall be prorated on the basis of a 365 day year for each day Tenant remains in possession); excepting further that in the case of a tenancy at sufferance, no notices shall be required prior to commencement of any legal action to gain repossession of the Leased Premises. In the case of a tenancy at sufferance, Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of reentry as otherwise available to Landlord; nor shall receipt of any rent or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Lease for a breach by Tenant hereof.

ARTICLE 21 - INDEMNITY, INSURANCE AND SECURITY

A. Tenant will keep in force at its own expense for so long as this Lease remains in effect public liability insurance with respect to the Leased Premises in which Landlord shall be named as an additional insured, in companies and in form acceptable to Landlord with a minimum combined limit of liability of Two Million Dollars (\$2,000,000.00). Said insurance shall also provide for contractual liability coverage by endorsement. Tenant will further deposit with Landlord the policy or policies of such insurance or certificates thereof, or other acceptable evidence that such insurance is in effect, which evidence shall provide that Landlord shall be notified in writing thirty (30) days prior to cancellation, material change, or failure to renew the insurance. Tenant further covenants and agrees to indemnify and hold Landlord harmless for any claim, loss or damage, including reasonable attorneys' fees, suffered by Landlord, caused by: i) any act or omission by Tenant, Tenant's employees, volunteers, or anyone claiming through or by Tenant in, at, or around the Leased Premises; ii) the conduct or management of any work or thing whatsoever done by Tenant in or about the Leased Premises or from transactions of the Tenant concerning the Leased Premises; or iii) Tenant's failure to comply with any and all governmental laws, rules, ordinances or regulations applicable to the use of the Leased Premises and its occupancy. If Tenant shall not comply with its covenants made in this Article 21, Landlord may, at its option, cause insurance as aforesaid to be issued and in such event Tenant agrees to pay the premium for such insurance promptly upon Landlord's demand.

B. Tenant shall be responsible for the security and safeguarding of the Leased Premises and all property kept, stored or maintained in the Leased Premises. Landlord will make available to Tenant, at Tenant's request, the plans and specifications for construction of the Leased Premises that Landlord has (if any). Tenant represents that it is satisfied that the construction of the Leased Premises, including the floors, walls, windows, doors and means of access thereto are suitable for the authorized fire station and emergency service use. Tenant further represents that it is satisfied with the security of said Leased Premises for the protection of any property which may be owned, held, stored or otherwise caused or permitted by Tenant to be present upon the Leased Premises. The placement and sufficiency of all safes, vaults, cash or security drawers, cabinets or the like placed upon the Leased Premises by Tenant shall be at the sole responsibility and risk of Tenant. Tenant shall maintain in force throughout the Term, insurance upon all contents of the Leased Premises, including that owned by others and Tenant's equipment and any alterations, additions, fixtures, or improvements in the Leased Premises acknowledged by Landlord to be the Tenant's.

C. Landlord shall carry and cause to be in full force and effect a fire and extended coverage insurance policy on the Leased Premises, but not Tenant's trade fixtures, furnishings, operating equipment, wall, floor and window coverings, nor any other contents owned, leased or otherwise in possession of Tenant.

ARTICLE 22 – NOTICES

All notices from Tenant to Landlord required or permitted by any provisions of this Lease shall be directed to Landlord postage prepaid, certified or registered mail, at the respective addresses

provided for Landlord on the signature pages of this Lease or at such other addresses as Tenant shall be advised, in writing, to use by Landlord. All notices to Landlord shall be directed to all Landlord entities. All notices from Landlord to Tenant required or permitted by any provision of this Lease shall be directed to Tenant, postage prepaid, certified or registered mail, at the Leased Premises and at the address, if any, set forth on the signature page of this Lease. Each Landlord entity and Tenant shall each have the right at any time and from time to time to designate one (1) additional party to whom copies of any notice shall be sent.

ARTICLE 23 - APPLICABLE LAW

This Lease shall be construed under the laws of the State of Minnesota, without regard to choice of law provisions.

ARTICLE 24 – USE OF LEASED PREMISES BY OTHERS

Landlord and Tenant are governmental entities, and the building on the Leased Premises is a public building. Tenant agrees that Landlord reserves the right for the City of Orono and City of Long Lake to use the Leased Premises as a public polling place for regular and special local, state and federal elections. Tenant also agrees to cooperate with Landlord in allowing reasonable and occasional use of gathering spaces within the Leased Premises by the City of Orono or City of Long Lake, provided that Tenant may refuse to allow any use that will interfere with Tenant's operations, in Tenant's sole discretion.

ARTICLE 25 - GENERAL

A. This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant.

B. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

C. The marginal or topical headings of the several Articles, paragraphs and clauses are for convenience only and do not define, limit or construe the contents of such Articles, paragraphs or clauses.

D. All preliminary negotiations are merged into and incorporated in this Lease.

E. This Lease can only be modified or amended by an agreement in writing signed by the parties hereto.

F. All provisions hereof shall be binding upon the successors and assigns of each party hereto.

G. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remainder shall not be affected thereby, and each other term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. Time is of the essence with respect to the due performance of the terms, covenants and conditions herein contained.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year indicated above.

[Remainder of Page Intentionally Left Blank]
[Signature Pages Follow]

Signature Page – Landlord (City of Long Lake)

LANDLORD (City of Long Lake):

By:_____

Its: Mayor

By:_____

Its: City Administrator

Date:_____

Address for Notices, if other than Premise:
City of Long Lake
450 Virginia Avenue
P. O. Box 606
Long Lake, MN 55356

Signature Page – Landlord (City of Orono)

LANDLORD (City of Orono):

By: _____

Its: Mayor

By: _____

Its: City Administrator

Date: _____

Address for Notices, if other than Premise:
City of Orono
2750 Kelley Parkway
Orono, MN 55356

Signature Page – Tenant

TENANT

Shoreline Fire Department:

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

Address for Notices, if other than Premise:

Shoreline Fire Department

340 Willow Drive North

Long Lake, MN 55356

EXHIBIT “A”

PROPERTY DESCRIPTION

Lot 1, Block 1, WILLOWFIRE ADDITION, Hennepin County, Minnesota

EXHIBIT “B”

LANDLORD FIXTURES

Built-in cabinetry, shelves, and countertops.

Flooring materials, such as tiles, sealed concrete, or other permanent finishes.

Permanent electrical wiring, light fixtures, and wall-mounted outlets.

Permanent IT and communications wiring, fixtures.

Plumbing installations, including sinks, toilets, faucets, and showers.

HVAC equipment, systems, and ductwork.

Built-in fire suppression, security, and communication systems.

Permanently installed partitions or wall structures.

Built in Equipment storage lockers

Common Facility Appliances such as stoves, ovens, refrigerators, dishwashers

LEASE REFERENCE

LANDLORD: City of Orono

LANDLORD'S ADDRESS: City of Orono
2750 Kelley Parkway
Orono, MN 55356

LEASE REFERENCE DATE: November 1, 2025

TENANT: Shoreline Fire Department

TENANT'S ADDRESS: 340 Willow Drive North
Long Lake, MN 55356

LEASED PREMISES: 3770 Shoreline Drive, Orono, MN 55391

LEASED PREMISES AREA: Approx. 46,980 sq. ft.

USE (AUTHORIZED BUSINESS): Public fire station and emergency service

POSSESSION DATE: January 1, 2026

COMMENCEMENT DATE: January 1, 2026

END INITIAL TERM/RENEWAL DATE: December 31, 2045

TERM OF LEASE: Initial term of _20 years; with automatic renewal terms of five years each, subject to exceptions; see Article 2]

RENT: See Article 3 for Rent and Additional Rent

The Reference Page information is incorporated into and made a part of the Lease between Tenant and Landlord dated the 1st day of November, 2025 ("Lease"). In the event of any conflict between any Reference Page information and the Lease, the Lease shall control. The Lease includes Exhibits A, B and C, which are all made a part of this Lease.

LANDLORD
City of Orono:

By: _____

Its: Mayor

By: _____

Its: City Administrator

Date: _____

TENANT
Shoreline Fire Department:

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

LEASE AGREEMENT

This **LEASE AGREEMENT** ("Lease") is made and effective as of the 1st day of November, 2025, by and between the **City of Orono**, a Minnesota municipal corporation ("Landlord"), and **Shoreline Fire Department**, a joint powers entity established under Minnesota law pursuant to that certain Shoreline Fire Department Joint Powers Agreement dated of even date herewith ("Tenant").

The Landlord and Tenant hereby agree as follows:

RECITALS

A. Landlord is the fee owner of certain real property located at 3770 Shoreline Drive, Orono, Minnesota 55391, legally described on the attached Exhibit A (the "Property"). The Property is improved with a public fire station building and related parking and landscaping improvements.

B. Tenant is a joint powers entity established for the purpose of providing fire and emergency services, and Landlord, in its capacity as City of Orono, is a member of the Tenant's joint powers entity.

C. Pursuant to the terms of this Lease, Landlord desires to lease to Tenant, and Tenant desires to Lease from Landlord, a portion of the Property as legally described on the attached Exhibit B and consisting of land, building and related parking and landscaping improvements (the "Leased Premises").

ARTICLE 1 – LEASED PREMISES

A. Subject to the terms, covenants and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the (the "Leased Premises"). The Leased Premises includes the fixtures owned by Landlord and identified on the attached Exhibit "C" ("Landlord Fixtures"). The Leased Premises does not include any personal property owned by Landlord ("Landlord Personal Property"), and there is no Landlord Personal Property located on the Leased Premises.

ARTICLE 2 – TERM OF LEASE; TERMINATION

A. Initial Term. The term of this Lease shall be for twenty (20) years as set forth on the Reference Page (hereafter referred to as the "Initial Term") upon the rentals and subject to the conditions set forth in this Lease, and the Exhibits attached hereto.

B. Renewal. This Lease shall automatically renew for successive terms of five (5) years (each, a "Renewal Term"), on the same terms and conditions set forth in this Lease, except as set forth below:

1. Either Tenant or Landlord may elect not to renew by providing written notice to the other at least one (1) year prior to the expiration of the Initial Term or Renewal Term, as applicable. The notice shall be given in the manner provided in Article 22 of this Lease .

2. Landlord shall have the right to increase the Rent for any Renewal Term by providing Tenant with written notice at least one year and one month prior to the expiration of the Initial Term or Renewal Term, as applicable.

3. In the case of an event as described at paragraph C.2 of this Article 2, the Renewal Term of this Lease shall be one (1) year, rather than five (5) years.

C. Termination.

1. If the Tenant entity is dissolved by mutual agreement of all the Tenant entity's members, this Lease shall automatically terminate on the effective date of the dissolution.

2. At any time that either the City of Long Lake or the City of Orono unilaterally withdraws as a member of the Tenant entity, this Lease shall be assigned to the non-withdrawing member(s) of the Tenant entity, and this Lease shall terminate at the end of the Initial Term or Renewal Term during which the unilateral withdrawal occurs; provided, that if less than one (1) year remains in the then-existing term at the time of the unilateral withdrawal, then this Lease may be automatically renewed for a Renewal Term as provided in paragraph B.3. of this Article 2, and this Lease shall terminate at the end of that Renewal Term.

ARTICLE 3 - USE

A. The Leased Premises shall be used by the Tenant as a public fire station and emergency service facility during the Term of this Lease and, except as provided by Article 24 of this Lease, shall be used for no other purpose without the prior written consent of Landlord.

B. The Leased Premises shall not be used in violation of any applicable federal, state, or local law, ordinance, rule, or regulation, and Tenant shall comply with the same at its sole cost and expense.

C. Tenant covenants and agrees that Tenant, its agents, contractors, licensees and invitees shall not handle, use, manufacture, store or dispose of any flammables, explosives, radioactive materials, hazardous wastes or materials (as may be defined by Federal or State Law), toxic wastes or materials, petroleum products, chlorinated solvents, or other similar substances or derivatives thereof (collectively "Hazardous Materials"), on, under, or about the Leased Premises, without Landlord's prior written consent (which consent may be withheld or denied for any or no reason); provided, however, that Tenant may handle, store, or use products containing small quantities of Hazardous Materials, which products are of a type customarily associated with public fire department operations; provided further that Tenant shall handle, store, and use and

dispose of any such Hazardous Materials in a safe and lawful manner in compliance with all governmental rules, laws and regulations, and shall not allow such Hazardous Materials to contaminate the Leased Premises, or the surrounding environment. If Tenant's handling (including transportation to and from the Leased Premises), storage, use or disposal of any such Hazardous Materials on or from the Leased Premises results in the contamination of the Leased Premises, the soil or surface or ground water of the Leased Premises, then Tenant agrees to: 1) notify Landlord immediately of any contamination, claim of contamination, loss or damage, 2) after consultation with Landlord, clean up the contamination in full compliance with all applicable statutes, regulations and industry standards and 3) indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damages. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease. Any and all consents of Landlord pursuant to this paragraph must be in writing signed by both Landlord and Tenant.

D. Tenant shall not perform any act or carry on any practice that may injure the Leased Premises.

E. Tenant shall keep the Leased Premises in an orderly and presentable manner.

F. The Tenant shall not place on the exterior or interior of the Leased Premises or on the Property (including, but without limitation, windows, doors, and entrance lobbies) any permanent signs other than those for public safety or Tenant operational purposes, or those which shall first have been approved by the Landlord, including replacements thereof.

ARTICLE 4 - RENT

A. Rent. Tenant agrees to pay to Landlord as rent (hereinafter called "Rent") for the Leased Premises, without notice or demand, annual Rent of one dollar (\$1.00) payable in January, on an annual basis. Tenant shall pay Additional Rent to the extent required by Articles 6 and 8. Additional Rent is due within 30 days after invoice by Landlord. Rent is subject to increase as provided in Article 2.B.2 of this Lease.

ARTICLE 5 - POSSESSION

Landlord shall deliver possession of the Leased Premises on the Possession Date set forth on the Reference Page. Tenant agrees to take and shall take the Leased Premises in its "as is" condition.

ARTICLE 6 - UTILITIES AND SERVICES

A. Commencing with the date on which Landlord delivers the Leased Premises to Tenant, Tenant shall be responsible for the payment of all separately metered utilities for the Leased Premises.

B. Tenant agrees to maintain and clean the Leased Premises and keep the same in a sanitary and orderly manner. Tenant shall deposit all trash, refuse and recyclable materials into appropriate exterior containers provided by Landlord on the Leased Premises, and Tenant shall be responsible for the cost of trash removal and recycling collection services. Tenant shall also be responsible for pest and vermin control within and on the Leased Premises. Should Tenant fail to clean and maintain the Leased Premises and remove trash and recyclable materials therefrom as required herein, Landlord shall have the right to complete such services and charge Tenant such costs as Additional Rent. Tenant agrees not to waste any utilities and will adopt affirmative practices and policies to prevent waste of resources, consistent with the needs of a public fire station operation.

C. Tenant shall be responsible for all utility and routine property maintenance services to the Leased Premises including water, sewer, gas, electric, telecommunication services (including, but not limited to, telephone, Internet, cable communication and streaming services), and snow removal.

D. No temporary interruption or failure of such services incidental to the making of repairs, alterations or improvements, or due to accidents or strike or conditions or events not under Landlord's control shall be deemed as an eviction of the Tenant or relieve the Tenant from any of the Tenant's obligations hereunder.

ARTICLE 7 - NON-LIABILITY OF LANDLORD

Except in the event of gross negligence or willful misconduct of Landlord, its agents, employees or contractors, Landlord shall not be liable for any loss or damage for failure to furnish heat, air conditioning, electricity, water, sprinkler system, sewer or gas service. Landlord shall not be liable for personal injury, death or any damage from any cause about the Leased Premises except if caused by Landlord's gross negligence or willful misconduct.

ARTICLE 8 - CARE OF LEASED PREMISES AND EQUIPMENT

A. Tenant agrees:

1. To keep the Leased Premises in as good condition and repair as they were in at the time Tenant took possession of same, reasonable wear and tear and damage from fire and other casualty for which insurance is normally procured excepted;

2. To keep the Leased Premises in a safe, clean and sanitary condition and in compliance with all applicable laws, ordinances, rules and regulations of governmental authority, or of any insurance policy(ies) insuring against losses resulting from damage or destruction to the Leased Premises or from personal injuries, deaths or property damage occurring in, on or about the Leased Premises;

3. Not to commit any nuisance or waste on the Leased Premises, overload the Leased Premises or the electrical, water and/or plumbing facilities in the Leased Premises, or throw foreign substances in plumbing facilities; and

4. To abide by such rules and regulations as may from time to time be reasonably promulgated by Landlord;

5. Tenant shall be responsible for routine maintenance and minor repairs (those costing \$5,000 or less) to the Leased Premises including, but not limited to, plumbing, electrical, gas or HVAC equipment, and other mechanical equipment ("Building Equipment") and windows, roof, walls, structural support foundation, paving, landscaping ("Structural Elements"). Landlord shall be responsible for major repairs (those costing in excess of \$5000.00) to Building Equipment and Structural Elements and for replacement of Building Equipment at the end of its useful life Notwithstanding the foregoing, Tenant shall be responsible, at its cost, for all repairs and/or maintenance of any portion of the Leased Premises including, but not limited to, Building Equipment and Structural Elements, that are necessary due to the acts of the Tenant, its employees, volunteers, contractors, or other invitees; the Tenant shall restore the Leased Premises to the condition it was in immediately prior to the time that it was damaged. All repairs must be performed in accordance with all laws, directions, rules and regulations of regulatory bodies or officials having jurisdiction in that regard.

B. If Tenant shall fail to keep and preserve the Leased Premises in the state of condition required by the provisions of this Lease, Landlord may at its option put or cause the same to be put into the condition and state of repair agreed upon, and in such case the Tenant, on demand, shall pay the cost thereof, as Additional Rent.

ARTICLE 9 - NON-PERMITTED USE

Tenant agrees to use the Leased Premises only as provided in Article 3. Tenant further agrees not to commit or permit any act to be performed on the Leased Premises or any omission to occur which shall be in violation of any statute, regulation or ordinance of any governmental body or which will increase the insurance rates on the Leased Premises or which will be in violation of any insurance policy carried on the Property by the Landlord. Tenant, at its expense, shall comply with all governmental laws, ordinances, rules and regulations applicable to the use of the Leased Premises and its occupancy and shall promptly comply with all governmental orders, rulings and directives for the correction, prevention and abatement of any violation upon, or in connection with, the Leased Premises or Tenant's use or occupancy of the Leased Premises, including the making of any alterations or improvements to the Leased Premises, all at Tenant's sole cost and expense.

ARTICLE 10 - INSPECTION

Upon prior written notice from Landlord to Tenant, the Landlord or its employees or agents shall have the right without any diminution of rent or other charges payable hereunder by Tenant to enter the Leased Premises at all reasonable times for the purpose of inspection, cleaning, repairing, testing, altering or improving the same, but nothing contained in this Article shall be construed so as to impose any obligation on the Landlord to make any repairs, alterations or improvements.

ARTICLE 11 - ALTERATIONS

A. Tenant may make minor alterations to the Leased Premises such as painting without Landlord's prior approval. Excepting the fulfillment of those Tenant maintenance and repair obligations required by this Lease, Tenant may not make any other alterations, repairs, additions or improvements in or to the Leased Premises or add, disturb or in any way change any locks, plumbing or wiring therein without the prior written consent of the Landlord, as to the character of the alterations, additions or improvements to be made, the manner of doing the work, and the contractor doing the work. All such work shall comply with all applicable governmental laws, ordinances, rules and regulations. Tenant agrees to indemnify and hold Landlord free and harmless from any liability, loss, cost, damage or expense (including attorneys' fees) by reason of any said alteration, repairs, additions or improvements.

B. Landlord reserves the right to construct one or more additions to the building on or adjacent to the Leased Premises (each a "Landlord Addition"), at Landlord's sole cost, for Landlord's use for governmental purposes provided that prior approval of the Tenant's Board is required for a Landlord Addition. Prior to construction, the Tenant's Board shall determine in good faith whether the proposed Landlord Addition will unreasonably interfere with Tenant's operations at the Leased Premises. Tenant Board must notify Landlord of such a determination within 60 days after Landlord provides Tenant with written notice of the proposed Landlord Addition. Landlord agrees to coordinate the construction activities of any Landlord Addition so as not to unreasonably interfere with Tenant's use of the Leased Premises. Any Landlord Addition shall be automatically excluded from the Leased Premises; Tenant shall have no responsibility for the maintenance, repair, replacement, or insurance of the Leased Premises and shall have no responsibility for utility services for the Landlord Addition. Any Landlord Addition is entitled to shared use of the parking lot on the Leased Premises, in common with Tenant, provided the use does not interfere with Tenant's use. In that event, then notwithstanding the provisions of Articles 6 and 8, Landlord shall assume responsibility from Tenant for the maintenance (including snow removal), repair and replacement of the parking lot. If the Landlord Addition is not separately metered for utilities, then Landlord shall be responsible for paying a proportionate share of the utilities, as follows: gas (proportionate based on cubic feet of heated spaces in Landlord Addition compared to total heated space for Landlord Addition and for building leased by Tenant); electric (proportionate based on square feet of Landlord Addition compared to square feet of building leased by Tenant); sewer and water (proportionate based on standards used for determining SAC and WAC fees).

ARTICLE 12 - SIGNS

Tenant may only install signs on the Leased Premises in compliance with the terms of the Lease. Upon termination of this Lease, Tenant shall remove any signs and repair any damage to the Leased Premises caused by the installation and removal thereof, or, at Landlord's option, such signs shall become part of the realty and belong to Landlord without compensation to Tenant with title passing to Landlord under this lease as by a bill of sale. Tenant agrees that no other signs or other advertising materials shall be erected, attached or affixed to any portion of the interior or exterior of the Leased Premises without the express prior written consent of Landlord.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING

A. Except as provided in Article 2 of this Lease, Tenant may not assign, sublet, license, mortgage or encumber this Lease, the Leased Premises, or any part thereof, whether by voluntary act, operation of law, or otherwise, without the written consent of Landlord.

B. Landlord's right to assign this Lease is and shall remain unqualified upon any sale or transfer of the Leased Premises and, providing the purchaser succeeds to the interests of Landlord under this Lease; Landlord shall thereupon be entirely freed of all obligations of Landlord hereunder and shall not be subject to any liability resulting from any act or omission or event occurring after such conveyance.

ARTICLE 14 - LOSS BY CASUALTY

If the Leased Premises or a majority portion thereof is damaged or destroyed by fire or other casualty, Landlord shall have the right to terminate this Lease, provided it gives written notice thereof to Tenant within ninety (90) days after such damage or destruction. If Landlord does not elect to terminate this Lease, the Landlord shall, at its expense, restore the Leased Premises to as near the condition which existed immediately prior to such damage or destruction, as reasonably possible, and the rentals shall abate during such period of time as the Leased Premises are untenable, in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises.

ARTICLE 15 - WAIVER OF SUBROGATION

Landlord and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasing party's policies shall contain a clause or endorsement to the effect that any such release would not adversely affect or impair said policies or prejudice the right of the releasing party to recover thereunder. Landlord and Tenant agree that they will request their insurance carriers to include in their policies such a clause or endorsement. If extra cost shall be charged therefor, each party shall advise the other of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

ARTICLE 16 - EMINENT DOMAIN

Landlord may not seek to take title to the Leased Premises, nor any portion thereof, by eminent domain during the term of the Lease, regardless of whether Landlord remains a member of the Tenant's joint powers entity. If the entire Leased Premises is taken by eminent domain by a government entity other than Landlord, this Lease shall automatically terminate as of the date of taking. If a portion of the Leased Premises is taken by eminent domain, the Landlord shall have the

right to terminate this Lease, provided it gives written notice thereof to the Tenant within ninety (90) days after the date of taking. If a portion of the Leased Premises is taken by eminent domain and this Lease is not terminated by Landlord, the Landlord shall, at its expense, restore the Leased Premises to as near the condition which existed immediately prior to the date of taking as reasonably possible, and the rentals shall abate during such period of time as the Leased Premises are untenable, in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises. All damages awarded for such taking under the power of eminent domain shall belong to and be the sole property of Landlord, irrespective of the basis upon which they are awarded; provided, however, that nothing contained herein shall prevent Tenant from making a separate claim to the condemning authority for its moving expenses and trade fixtures. For purposes of this Article, a taking by eminent domain shall include Landlord's giving of a deed under threat of condemnation.

ARTICLE 17 - SURRENDER

On the last day of the Term of this Lease or on the sooner termination thereof in accordance with the terms hereof, Tenant shall peaceably surrender the Leased Premises in good condition and repair consistent with Tenant's duty to make repairs as provided in Article 8 hereof. On or before said last day, Tenant shall at its expense remove all of its equipment and personal property from the Leased Premises, repairing any damage caused thereby, and any property not removed shall be deemed abandoned. All alterations, additions and fixtures other than Tenant's trade fixtures, which have been made or installed by either Landlord or Tenant upon the Leased Premises shall remain as Landlord's property and shall be surrendered with the Leased Premises as a part thereof, or shall be removed by Tenant, at the option of Landlord, in which event Tenant shall at its expense repair any damage caused thereby. If the Leased Premises are not surrendered, on the last day of the Term of this Lease or on the sooner termination thereof in accordance with the terms hereof, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Leased Premises, including, without limitation, claims made by any succeeding tenant founded on such delay. Tenant shall promptly surrender all keys for the Leased Premises to Landlord at the place then fixed for payment of rental and shall inform Landlord of combinations on any locks and safes on the Leased Premises.

ARTICLE 18 - NONPAYMENT OF RENT, DEFAULTS

If any one or more of the following events shall occur, it shall be a "Default" under the terms of this Lease: (1) a rent payment or any other undisputed payment due from Tenant to Landlord shall be and remain unpaid in whole or in part for more than sixty (60) days after written notice of the delinquency; (2) Tenant shall fail to utilize the Leased Premises as a fire station in violation of Article 3; or (3) Tenant shall violate or default on any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of sixty (60) days after written notice from Landlord of such violation or default; then it shall be optional for Landlord, without further notice or demand, to cure such default (if applicable) or to declare this Lease forfeited and the Term hereof ended and Landlord shall be entitled to sue Tenant for all sums due under this Lease or which become due prior to judgment, but such suit shall not bar subsequent suits for any further sums coming due thereafter. Excepting amounts deemed delinquent at the time of termination, Tenant's obligation to pay Rent or

Additional Rent shall permanently cease upon termination of this Lease. Tenant shall be responsible for, in addition to any then delinquent Rent or Additional Rent due and other sums agreed to be paid hereunder, the cost of any necessary maintenance, repair, restoration, (including related cost of removal or modification of Tenant Improvements) or cure, as well as reasonable attorneys' fees incurred or awarded in any suit or action instituted by Landlord to enforce the provisions of this Lease, regain possession of the Leased Premises, or the collection of the Rents due Landlord hereunder. Tenant agrees to pay interest at the highest permissible rate of interest allowed under the usury statutes of the State of Minnesota, or in case no such maximum rate of interest is provided, at the rate of nine percent (9%) per annum, on all Rents and other sums due Landlord hereunder not paid within ten (10) days from the date same become due and payable. Each right or remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 19 - LANDLORD'S DEFAULT

Landlord shall not be deemed to be in default under this Lease until Tenant has given Landlord written notice specifying the nature of the default and Landlord does not cure such default within sixty (60) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than sixty (60) days to cure.

ARTICLE 20 - HOLDING OVER

Tenant will, at the expiration of this Lease, whether by lapse of time or termination, give up immediate possession to Landlord. If Tenant fails to give up possession the Landlord may, at its option, serve written notice upon Tenant that such holdover constitutes any one of the following (i) renewal of this Lease for one year, and from year to year thereafter, or (ii) creation of a month-to-month tenancy, or (iii) creation of a tenancy at sufferance. If Landlord does not give said notice, Tenant's holdover shall create a tenancy at sufferance. In any such event the tenancy shall be upon the terms and conditions of this Lease, except that the Rent shall be Ten Thousand Dollars (\$10,000) per month (in the case of tenancy at sufferance such Rent shall be prorated on the basis of a 365 day year for each day Tenant remains in possession); excepting further that in the case of a tenancy at sufferance, no notices shall be required prior to commencement of any legal action to gain repossession of the Leased Premises. In the case of a tenancy at sufferance, Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of reentry as otherwise available to Landlord; nor shall receipt of any rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease for a breach by Tenant hereof.

ARTICLE 21 - INDEMNITY, INSURANCE AND SECURITY

A. Tenant will keep in force at its own expense for so long as this Lease remains in effect public liability insurance with respect to the Leased Premises in which Landlord shall be named as an additional insured, in companies and in form acceptable to Landlord with a minimum combined

limit of liability of Two Million Dollars (\$2,000,000.00). Said insurance shall also provide for contractual liability coverage by endorsement. Tenant will further deposit with Landlord the policy or policies of such insurance or certificates thereof, or other acceptable evidence that such insurance is in effect, which evidence shall provide that Landlord shall be notified in writing thirty (30) days prior to cancellation, material change, or failure to renew the insurance. Tenant further covenants and agrees to indemnify and hold Landlord harmless for any claim, loss or damage, including reasonable attorneys' fees, suffered by Landlord, caused by: i) any act or omission by Tenant, Tenant's employees, volunteers, or anyone claiming through or by Tenant in, at, or around the Leased Premises; ii) the conduct or management of any work or thing whatsoever done by Tenant in or about the Leased Premises or from transactions of the Tenant concerning the Leased Premises; or iii) Tenant's failure to comply with any and all governmental laws, rules, ordinances or regulations applicable to the use of the Leased Premises and its occupancy. If Tenant shall not comply with its covenants made in this Article 21, Landlord may, at its option, cause insurance as aforesaid to be issued and in such event Tenant agrees to pay the premium for such insurance promptly upon Landlord's demand.

B. Tenant shall be responsible for the security and safeguarding of the Leased Premises and all property kept, stored or maintained in the Leased Premises. Landlord will make available to Tenant, at Tenant's request, the plans and specifications for construction of the Leased Premises that Landlord has (if any). Tenant represents that it is satisfied that the construction of the Leased Premises, including the floors, walls, windows, doors and means of access thereto are suitable for the authorized fire station and emergency service use. Tenant further represents that it is satisfied with the security of said Leased Premises for the protection of any property which may be owned, held, stored or otherwise caused or permitted by Tenant to be present upon the Leased Premises. The placement and sufficiency of all safes, vaults, cash or security drawers, cabinets or the like placed upon the Leased Premises by Tenant shall be at the sole responsibility and risk of Tenant. Tenant shall maintain in force throughout the Term, insurance upon all contents of the Leased Premises, including that owned by others and Tenant's equipment and any alterations, additions, fixtures, or improvements in the Leased Premises acknowledged by Landlord to be the Tenant's.

C. Landlord shall carry and cause to be in full force and effect a fire and extended coverage insurance policy on the Leased Premises, but not Tenant's trade fixtures, furnishings, operating equipment, wall, floor and window coverings, nor any other contents owned, leased or otherwise in possession of Tenant.

ARTICLE 22 – NOTICES

All notices from Tenant to Landlord required or permitted by any provisions of this Lease shall be directed to Landlord postage prepaid, certified or registered mail, at the address set forth on the signature page of this Lease or at such other addresses as Tenant shall be advised, in writing, to use by Landlord. All notices from Landlord to Tenant required or permitted by any provision of this Lease shall be directed to Tenant, postage prepaid, certified or registered mail, at the Leased Premises and at the address, if any, set forth on the signature page of this Lease. Landlord and Tenant shall each have the right at any time and from time to time to designate one (1) additional party to whom copies of any notice shall be sent.

ARTICLE 23 - APPLICABLE LAW

This Lease shall be construed under the laws of the State of Minnesota, without regard to choice of law provisions.

ARTICLE 24 – USE OF LEASED PREMISES BY LANDLORD AND OTHERS

Landlord and Tenant are governmental entities, and the building on the Leased Premises is a public building. Tenant agrees that Landlord reserves the right for the City of Orono to use the Leased Premises as a public polling place for regular and special local, state and federal elections. Tenant also agrees to cooperate with Landlord in allowing reasonable and occasional use of gathering spaces within the Leased Premises by the City of Orono. This Article 24 is also subject to the Landlord's right to use any such Landlord Addition for any governmental purpose, provided that such use, pursuant to paragraph 11.B. of this Lease, does not unreasonably interfere with Tenant's use of the Leased Premises.

ARTICLE 25 - GENERAL

A. This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant.

B. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

C. The marginal or topical headings of the several Articles, paragraphs and clauses are for convenience only and do not define, limit or construe the contents of such Articles, paragraphs or clauses.

D. All preliminary negotiations are merged into and incorporated in this Lease.

E. This Lease can only be modified or amended by an agreement in writing signed by the parties hereto.

F. All provisions hereof shall be binding upon the successors and assigns of each party hereto.

G. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remainder shall not be affected thereby, and each other term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. Time is of the essence with respect to the due performance of the terms, covenants and conditions herein contained.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year indicated above.

[Remainder of Page Intentionally Left Blank]
[Signature Pages Follow]

Signature Page – Landlord

LANDLORD
City of Orono:

By: _____

Its: Mayor

By: _____

Its: City Administrator

Date: _____

Address for Notices, if other than Premise:
City of Orono
2750 Kelley Parkway
Orono, MN 55356

Signature Page – Tenant

TENANT

Shoreline Fire Department:

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

Address for Notices, if other than Premise:

Shoreline Fire Department

340 Willow Drive North

Long Lake, MN 55356

EXHIBIT "A"

PROPERTY DESCRIPTION

The Westerly $\frac{1}{2}$ of Lot 1, Block 9, Townsite of Langdon Park, Hennepin County, Minnesota,
EXCEPT that part thereof lying West of a line drawn North at right angles to the South line of
Section 17, Township 117 North, Range 23 West from a point of said South line 1,315.97 feet
West from the South $\frac{1}{4}$ corner of said Section 17

AND

East $\frac{1}{2}$ of Lot 1, Block 9, Townsite of Langdon Park, Hennepin County, Minnesota

EXHIBIT “B”

LEGAL DESCRIPTION OF LEASED PREMISES

The building, driveway and parking lot located on that part of the Property described in Exhibit A above, which lies between a line drawn 275 feet northerly of and parallel to the South line of said Property and a line drawn 455 feet northerly of and parallel to the South line of said Property.

EXHIBIT C

LANDLORD FIXTURES

Built-in cabinetry, shelves, and countertops.

Flooring materials, such as tiles, sealed concrete, or other permanent finishes.

Permanent electrical wiring, light fixtures, and wall-mounted outlets.

Permanent IT and communications wiring, fixtures.

Plumbing installations, including sinks, toilets, faucets, and showers.

HVAC equipment, systems, and ductwork.

Built-in fire suppression, security, and communication systems.

Permanently installed partitions or wall structures.

Built in Equipment storage lockers

Common Facility Appliances such as stoves, ovens, refrigerators, dishwashers



CITY OF ORONO
RESOLUTION OF THE CITY COUNCIL
NO. 7633

**A RESOLUTION APPOINTING REPRESENTATIVES
TO THE SHORELINE FIRE DEPARTMENT BOARD,
OPERATING COMMITTEE, AND FISCAL AGENT ROLE**

WHEREAS, the cities of Orono and Long Lake have entered into a *Joint Powers Agreement* (“Agreement”) establishing the *Shoreline Fire Department* (the “Department”) to provide coordinated fire protection and emergency medical services; and

WHEREAS, Section 2.2 of the Agreement establishes a *Shoreline Fire Department Board* (the “Board”) as the governing body of the Department, and requires each Member to appoint its Voting Directors, Contract Director, Staff Ex-Officio Directors, and Alternate Directors; and

WHEREAS, Section 2.7 of the Agreement establishes an *Operating Committee* comprised of the Staff Ex-Officio Directors; and

WHEREAS, Section 2.9 of the Agreement designates Orono as the initial *Fiscal Agent* for the Department;

NOW, THEREFORE, BE IT RESOLVED, that the Orono City Council appoints the following individuals represent the City of Orono on the Shoreline Fire Department Board as follows:

1. Board of Directors Appointments. The following individuals as its Voting Directors:

- Mayor Bob Tunheim
- Council Member Persian

The following individual as Alternate Voting Director, authorized to serve and vote in the absence of the primary Voting Directors:

- Council Member Jacqueline Ricks

2. Operating Committee Appointments. The following individuals as its Staff Ex-Officio **Directors (non-voting)**:

- City Administrator Adam Edwards
- Chief of Police Correy Farniok



CITY OF ORONO
RESOLUTION OF THE CITY COUNCIL
NO. 7633

The following individual is appointed as Alternate Staff Ex-Officio Member, authorized to serve in the absence of the primary Staff Ex-Officio members:

- Finance Director Maggie Jin

3. Fiscal Agent Appointment. Pursuant to Section 2.9 of the Joint Powers Agreement as the Fiscal Agent:

- Finance Director Maggie Jin

FURTHER, this resolution shall take effect immediately upon its adoption and shall be attached to the *Shoreline Fire Department Joint Powers Agreement* in accordance with Section 1.1 of the Agreement.

Adopted by the City Council of Orono, Minnesota at a regular meeting held on October 27, 2025.

ATTEST:

CITY OF ORONO

Christine Lusian, City Clerk

Bob Tunheim, Mayor

AGENDA ITEM



Date: October 27, 2025

Item: 11

Title: Legislative Update - House District 45A

Presenter: Christine Lusian, City Clerk

Section: Presentations

1. **Purpose:**
Receive a presentation from House District 45A
2. **Background:**
Andrew Myers, State Representative for House District 45A, will provide a brief update about last session and legislative priorities for 2026.
3. **Staff Recommendation:**
Receive the information from House District 45A

COUNCIL ACTION REQUESTED

Receive the information from House District 45A

AGENDA ITEM



Date: October 27, 2025

Item: 12

Title: Utility Rate Study

Presenter: Maggie Jin, Finance Director

Section: Presentations

1. **Purpose:**

The purpose of this item is to present the Utility Rate Study to Council.

2. **Background:**

Justin Nilson, with Abdo, will be giving a final update on the utility rate study.

The utility rate study recommends the following increases in user fees for the following funds:

	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Water	25%	3%	3%	3%	3%
Sewer	3%	3%	3%	3%	3%
Stormwater	3%	3%	3%	3%	3%

3. **Staff Recommendation:**

Provide staff directions on additional suggestions and recommendations on the utility rates. Staff will be requesting Council to set the utility rates prior to adoption of the overall Fee Schedule at the November 10th Council meeting. This will allow staff ample time to send out notices with the last remaining utility bills of the year prior to the new fees being charged.

COUNCIL ACTION REQUESTED

Provide staff directions on additional suggestions and recommendations on the utility rates.

Exhibits

[A. Utility Rate Study - 2025](#)



2025 – 2030 Utility Rate Study

City of Orono

Orono, Minnesota



Edina Office

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090

Mankato Office

100 Warren Street, Ste 600
Mankato, MN 56001
P 507.625.2727

Scottsdale Office

14500 N Northsight Blvd, Ste 233
Scottsdale, AZ 85260
P 480.864.5579

City of Orono, Minnesota
2025 - 2030 Utility Rate Study Memo
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INTRODUCTORY SECTION

CITY OF ORONO, MINNESOTA 2025 - 2030 UTILITY RATE STUDY

October 22, 2025

Honorable Mayor and City Council
City of Orono

Introduction

We have prepared the attached 2025 - 2030 Utility Rate Study for the City that is intended to give a big picture view of the financial status of the Water, Sewer and Stormwater Enterprise funds as they stand currently and how forecasted assumptions will change things six years from now. We have not examined the projection and do not express an opinion or any other form of assurance on the accompanying schedules or assumptions. Furthermore, there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report. The City's assumptions made are as follows:

Assumptions - Forecasting

- The projections for all funds (Water, Sewer and Stormwater) is arrived at to ensure the City meets projected targeted cash reserves and a positive cashflow at the end of the plan in year 2030.
- Target cash reserve is calculated and presented as 100% of the following years' debt payments, 25% of projected operating expenses, and a five-year average of capital expenses from 2025 - 2030.
- The prior three years actual ledger balances were used for projecting 2025 activity and beyond. For cashflow purposes, some modifications were made for debt requirements, capital purchases, transfer of funds, and grant receipts reviewed with management.
 - 2025 activity is also projected using the prior three years actual ledger balances while also comparing to the unaudited current activity known from the general ledger so far. Balances are compared and reviewed for relative accuracy without knowing actuals for accrual and year-end adjustments.
- Operating expenses as well as certain operating revenues (unrelated to customer billings) will increase by a 3.0 percent inflation and salary and benefit expenditures will also increase at 4.0 percent for the life of the plan. Salary expenditures are projected at an increase of 5.0 percent for 2026 based on management estimates.
- Interest earned on cash held in the City's name is assumed to earn interest at a rate of 3.0 percent.
- Capital improvements/infrastructure, equipment, and other capital maintenance items have been identified in the City's capital plan and are identified to be accounted for in the related enterprise fund. All significant purchases (over \$1,000,000) are assumed to be purchased with debt proceeds due to the current and projected cash reserves.
- Scheduled transfers from the Water, Sewer and Stormwater funds to other City capital project funds are included yearly. These balances could be changed based on the need of equipment purchases in future years.
- Included in the assumptions is a one-time transfer from other funds to the Water fund in the amount of \$750,000. Also included is the assumption of coding antenna lease revenue in the Water fund at \$114,000/year starting in 2026.
- New Residential connections are assumed to be 10 per-year. There are no commercial connections assumed.

Assumptions – Forecasting (Continued)

- Connection fee revenue and analysis was not considered in detail as part of the plan due to the revenue from connection fees being insignificant in the prior years and not expected or forecasted in the future in discussions with management.
- The average usage for residential and commercial customers is calculated at approximately 4,000 gallons/month. Charts and graphs were prepared using the calculated average.
- Comparison Cities were selected from surrounding Cities with similar population and geography as determined by management.
- The City's has no significant capital projects requiring debt in the life of the plan.

Water Fund

- The recommended scenario assumes a projected increase in future rates. The current rate structure was reviewed but recommended to be unchanged. The current rate structure does promote water conservation and is inline with current usage. The current and future recommended rates are outlined below.

	Current Rates	2026	2027	2028	2029	2030
Proposed Change in Rates - Blended		25%	3%	3%	3%	3%
Monthly bill based on 4,000 gallons	52.35	65.44	67.40	69.42	71.51	73.65
Monthly \$ increase for a 4,000 gallon user		\$ 13.09	\$ 1.96	\$ 2.02	\$ 2.08	\$ 2.15
Annual \$ increase for an average 4,000 gallon user		\$ 157.05	\$ 23.56	\$ 24.26	\$ 24.99	\$ 25.74
Residential/Commercial						
Base fee	17.00	21.25	21.89	22.54	23.22	23.92
Per 1,000 gallons - 0 to 3,300	8.26	10.33	10.63	10.95	11.28	11.62
Per 1,000 - 3,301 to 8,300 gallons	11.56	14.45	14.88	15.33	15.79	16.26
Per 1,000 - 8,301 gallons and above	17.34	21.68	22.33	23.00	23.68	24.40

- The recommended scenario presented proposes a 25% increase to both usage rates and the fixed base fee in 2026, and a 3% increase in both usage rates and base fees for the remainder of the plan (2027 – 2030). The projected increase is made to ensure the City meets projected targeted cash reserves and a positive cashflow at the end of the plan in year 2030.

Sewer Fund

- The recommended scenario has no projected change to the Sewer rate structure but increases are recommended for future rates. The current and future recommended rates are outlined below.

	Current Rates	2026	2027	2028	2029	2030
Proposed Change in Rates - Blended		3%	3%	3%	3%	3%
Monthly bill based on 4,000 gallons	\$ 73.21	\$ 75.41	\$ 77.67	\$ 80.00	\$ 82.40	\$ 84.87
Monthly \$ increase for a 4,000 gallon user		\$ 2.20	\$ 2.26	\$ 2.33	\$ 2.40	\$ 2.47
Annual \$ increase for an average 4,000 gallon user		\$ 26.36	\$ 27.15	\$ 27.96	\$ 28.80	\$ 29.66
Residential Base						
Base fee	73.21	75.41	77.67	80.00	82.40	84.87

- The recommended scenario presented proposes a 3% increase to the fixed base rates throughout the life of the plan (2026 – 2030). The projected increase is made to ensure the City keeps consistent with inflation and increase in future expenses. The projected increase is made to ensure the City meets projected targeted cash reserves and a positive cashflow at the end of the plan in year 2030.



Stormwater Fund

- The recommended scenario has no projected change to the Stormwater rate structure but does recommend increases for future rates. The current and future recommended rates are outlined below.

	Current Rates	2026	2027	2028	2029	2030
Proposed Change in Rates		3%	3%	3%	3%	3%
Monthly bill based on a residential user	\$ 16.32	\$ 16.81	\$ 17.31	\$ 17.83	\$ 18.37	\$ 18.92
Monthly \$ increase for a residential user		\$ 0.49	\$ 0.50	\$ 0.52	\$ 0.53	\$ 0.55
Annual \$ increase for a residential user		\$ 5.88	\$ 6.05	\$ 6.23	\$ 6.42	\$ 6.61
Residential	16.32	16.81	17.31	17.83	18.37	18.92

- The recommended scenario presented proposes a 3% increase to the fixed base rates each year throughout the life of the plan (2027 – 2030). The projected increase is made to ensure the City meets projected targeted cash reserves and a positive cashflow at the end of the plan in year 2030.

Things to Consider with Future Action

- The recommended scenario ensures the City has adequate reserves and cashflows absent any new debt and capital assets based on the assumptions. The recommended increases below are aimed towards keeping up with inflation and the future capital asset needs in future years.
- Actual project costs should be reviewed and monitored for any changes. Any significant change in expenditures could have an impact on recommended rates.
- Reminder that in future years to consider the impact of bonds issued in the enterprise funds and transfers out to other funds and their impact on future utility rates.
- Recommendations for future action to review the City Water fund for additional ideas for ensuring the fund has resources sufficient to cover costs in the future.

Sincerely,



Abdo Financial Solutions
Minneapolis, Minnesota
October 22, 2025

FINANCIAL SECTION

CITY OF ORONO, MINNESOTA
2025 - 2030 UTILITY RATE STUDY

City of Orono, Minnesota
Water Fund
Cash Flow Projections - Detailed
For the Years Ending December 31, 2025 through 2030

	Actual Results			Rate Study Projections					
	2022	2023	2024	Estimated 2025	Estimated 2026	Estimated 2027	Estimated 2028	Estimated 2029	Estimated 2030
Projected Rate Increase									
Usage Rates					25%	3%	3%	3%	3%
Fixed Rates					25%	3%	3%	3%	3%
Cash Flows from Operating Activities									
Receipts from customers and users	\$ 1,798,081	\$ 1,630,529	\$ 1,294,702	\$ 1,095,803	\$ 1,390,043	\$ 1,432,804	\$ 1,476,826	\$ 1,522,147	\$ 1,568,807
Other receipts	18,922	20,395	24,682	20,113	134,717	135,339	135,979	136,638	137,317
Payments to suppliers/service providers	(562,832)	(783,869)	(627,466)	(661,491)	(681,335)	(701,774)	(722,829)	(744,514)	(766,852)
Payments to employees	(328,900)	(341,147)	(340,735)	(352,830)	(369,906)	(384,702)	(400,090)	(416,094)	(432,737)
Net Cash from Operating Activities	925,271	525,908	351,183	101,595	473,519	481,667	489,886	498,177	506,535
Cash Flows from Noncapital Financing Activities									
Transfers out	(15,000)	(1,010,499)	(135,979)	(900)	-	(35,640)	-	(17,820)	(11,880)
Transfers in	-	-	-	750,000	-	-	-	-	-
Net Cash from Noncapital Financing Activities	(15,000)	(1,010,499)	(135,979)	749,100	-	(35,640)	-	(17,820)	(11,880)
Cash Flows from Capital and Related Financing Activities									
Intergovernmental	460,000	-	-	-	-	-	-	-	-
Acquisition of capital assets	(497,615)	(859,360)	(131,122)	(377,200)	(641,800)	(578,600)	(509,500)	(50,400)	(261,300)
Special assessments received	9,524	27,601	7,331	15,171	15,626	16,095	16,578	17,075	17,587
Principal paid on long-term debt	(85,000)	(85,000)	(85,000)	(11,544)	(9,350)	(6,919)	(4,306)	(1,500)	-
Interest paid on long-term debt	(17,181)	(15,429)	(13,569)	(90,000)	(90,000)	(95,000)	(95,000)	(100,000)	-
Net Cash from Capital and Related Financing Activities	(130,272)	(932,188)	(222,360)	(463,573)	(725,524)	(664,424)	(592,228)	(134,825)	(243,713)
Cash Flows from Investing Activities									
Investment earnings (loss)	(49,505)	70,250	8,862	8,067	19,922	12,960	6,797	3,930	14,414
Net Increase (Decrease) in Cash and Cash Equivalents	730,494	(1,346,529)	1,706	395,189	(232,083)	(205,437)	(95,545)	349,462	265,356
Cash and Cash Equivalents, January 1	883,219	1,613,713	267,184	268,890	664,079	431,996	226,559	131,014	480,476
Cash and Cash Equivalents, December 31	\$ 1,613,713	\$ 267,184	\$ 268,890	\$ 664,079	\$ 431,996	\$ 226,559	\$ 131,014	\$ 480,476	\$ 745,832
Target Cash Reserve	\$ 813,183	\$ 772,119	\$ 786,624	\$ 793,660	\$ 805,038	\$ 811,536	\$ 823,152	\$ 731,397	\$ 741,476
Projected Cash in Excess of Target	\$ 800,530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,356
Average Monthly Bill (4,000 Gallons)				\$ 52.35	\$ 65.44	\$ 67.40	\$ 69.42	\$ 71.51	\$ 73.65
Average Percentage Increase					25%	3%	3%	3%	3%
Average Monthly Dollar Increase					\$ 13.09	\$ 1.96	\$ 2.02	\$ 2.08	\$ 2.15
Average Annual Dollar Increase					\$ 157.05	\$ 23.56	\$ 24.26	\$ 24.99	\$ 25.74
Five Year Average Capital Expenses					\$ 431,500				

City of Orono, Minnesota
Water Fund
Cash Flow Projections - Summary
For the Years Ending December 31, 2025 through 2030

	Estimated 2025	Estimated 2026	Estimated 2027	Estimated 2028	Estimated 2029	Estimated 2030
Projected rate increase						
Usage		25%	3%	3%	3%	3%
Fixed		25%	3%	3%	3%	3%
Cash receipts						
Receipts from customers	\$ 1,095,803	\$ 1,390,043	\$ 1,432,804	\$ 1,476,826	\$ 1,522,147	\$ 1,568,807
Special assessments	15,171	15,626	16,095	16,578	17,075	17,587
Other receipts	778,180	154,639	148,299	142,776	140,568	151,731
Total Cash Receipts	<u>1,889,154</u>	<u>1,560,308</u>	<u>1,597,198</u>	<u>1,636,180</u>	<u>1,679,790</u>	<u>1,738,125</u>
Cash disbursements						
Operating payments	1,014,321	1,051,241	1,086,476	1,122,919	1,160,608	1,199,589
Debt service payments	101,544	99,350	101,919	99,306	101,500	-
Acquisition of capital assets	377,200	641,800	578,600	509,500	50,400	261,300
Transfers out	900	-	35,640	-	17,820	11,880
Total Cash Disbursements	<u>1,493,965</u>	<u>1,792,391</u>	<u>1,802,635</u>	<u>1,731,725</u>	<u>1,330,328</u>	<u>1,472,769</u>
Net Increase (Decrease) In Cash and Cash Equivalents	395,189	(232,083)	(205,437)	(95,545)	349,462	265,356
Cash and Cash Equivalents, January 1	<u>268,890</u>	<u>664,079</u>	<u>431,996</u>	<u>226,559</u>	<u>131,014</u>	<u>480,476</u>
Cash and Cash Equivalents, December 31	<u>\$ 664,079</u>	<u>\$ 431,996</u>	<u>\$ 226,559</u>	<u>\$ 131,014</u>	<u>\$ 480,476</u>	<u>\$ 745,832</u>

City of Orono, Minnesota
Sewer Fund
Cash Flow Projections - Detailed
For the Years Ending December 31, 2025 through 2030

	Actual Results			Rate Study Projections					
	2022	2023	2024	Estimated 2025	Estimated 2026	Estimated 2027	Estimated 2028	Estimated 2029	Estimated 2030
Projected Rate Increase									
Fixed Rates					3%	3%	3%	3%	3%
Cash Flows from Operating Activities									
Receipts from customers and users	\$ 2,298,522	\$ 2,264,458	\$ 2,344,148	\$ 2,311,919	\$ 2,378,204	\$ 2,455,111	\$ 2,529,565	\$ 2,606,275	\$ 2,685,312
Other receipts	5,454	2,329	15,460	19,261	19,839	20,434	21,047	21,678	22,328
Payments to suppliers/service providers	(1,235,866)	(1,327,558)	(1,442,077)	(1,414,509)	(1,473,154)	(1,534,368)	(1,598,268)	(1,664,982)	(1,734,634)
Payments to employees	(324,170)	(349,994)	(338,934)	(353,299)	(370,475)	(385,294)	(400,706)	(416,735)	(433,404)
Net Cash from Operating Activities	743,940	589,235	578,597	563,372	554,414	555,883	551,638	546,236	539,602
Cash Flows from Noncapital Financing Activities									
Transfers out	(82,500)	(1,046,750)	(792,360)	(186,100)	(114,720)	(121,100)	(14,600)	(12,960)	(4,860)
Cash Flows from Capital and Related Financing Activities									
Capital grants received	-	508,911	-	-	-	-	-	-	-
Acquisition of capital assets	(575,896)	(1,073,996)	(547,952)	(430,000)	(870,000)	(600,000)	(520,000)	(520,000)	(520,000)
Connection fees received	11,210	21,530	20,153	-	-	-	-	-	-
Special assessments	42,024	56,226	-	-	-	-	-	-	-
Net Cash from Capital and Related Financing Activities	(522,662)	(487,329)	(527,799)	(430,000)	(870,000)	(600,000)	(520,000)	(520,000)	(520,000)
Cash Flows From Investing Activities									
Investment earnings (loss)	(120,929)	134,358	69,119	49,639	49,546	38,123	34,310	35,851	37,325
Net Increase (Decrease) in Cash and Cash Equivalents	17,849	(810,486)	(672,443)	(3,089)	(380,760)	(127,094)	51,348	49,127	52,067
Cash and Cash Equivalents, January 1	3,119,705	3,137,554	2,327,068	1,654,625	1,651,536	1,270,776	1,143,682	1,195,030	1,244,157
Cash and Cash Equivalents, December 31	\$ 3,137,554	\$ 2,327,068	\$ 1,654,625	\$ 1,651,536	\$ 1,270,776	\$ 1,143,682	\$ 1,195,030	\$ 1,244,157	\$ 1,296,224
Target Cash Reserve	\$ 1,007,388	\$ 1,033,253	\$ 1,029,952	\$ 1,048,907	\$ 1,067,916	\$ 1,087,744	\$ 1,108,429	\$ 1,130,010	\$ 1,152,526
Projected Cash in Excess of Target				\$ 602,629	\$ 202,861	\$ 55,939	\$ 86,601	\$ 114,148	\$ 143,698
Average Monthly Bill (4,000 Gallons)				\$ 73.21	\$ 75.41	\$ 77.67	\$ 80.00	\$ 82.40	\$ 84.87
Average Percentage Increase					3%	3%	3%	3%	3%
Average Monthly Dollar Increase					\$ 2.20	\$ 2.26	\$ 2.33	\$ 2.40	\$ 2.47
Average Annual Dollar Increase					\$ 26.36	\$ 27.15	\$ 27.96	\$ 28.80	\$ 29.66
Five Year Average Capital Expenses					\$ 588,000				

City of Orono, Minnesota
Sewer Fund
Cash Flow Projections - Summary
For the Years Ending December 31, 2025 through 2030

	Estimated 2025	Estimated 2026	Estimated 2027	Estimated 2028	Estimated 2029	Estimated 2030
Projected rate increase						
Fixed rate		3%	3%	3%	3%	3%
Cash receipts						
Receipts from customers	\$ 2,311,919	\$ 2,378,204	\$ 2,455,111	\$ 2,529,565	\$ 2,606,275	\$ 2,685,312
Other receipts	68,900	69,385	58,557	55,357	57,529	59,653
Total Cash Receipts	2,380,819	2,447,589	2,513,668	2,584,922	2,663,804	2,744,965
Cash disbursements						
Operating payments	1,767,808	1,843,629	1,919,662	1,998,974	2,081,717	2,168,038
Acquisition of capital assets	430,000	870,000	600,000	520,000	520,000	520,000
Transfers out	186,100	114,720	121,100	14,600	12,960	4,860
Total Cash Disbursements	2,383,908	2,828,349	2,640,762	2,533,574	2,614,677	2,692,898
Net Increase (Decrease)						
In Cash and Cash Equivalents	(3,089)	(380,760)	(127,094)	51,348	49,127	52,067
Cash and Cash Equivalents, January 1	1,654,625	1,651,536	1,270,776	1,143,682	1,195,030	1,244,157
Cash and Cash Equivalents, December 31	\$ 1,651,536	\$ 1,270,776	\$ 1,143,682	\$ 1,195,030	\$ 1,244,157	\$ 1,296,224

City of Orono, Minnesota
Stormwater Fund
Cash Flow Projections - Detailed
For the Years Ending December 31, 2025 through 2030

	Actual Results			Rate Study Projections					
	2022	2023	2024	Estimated 2025	Estimated 2026	Estimated 2027	Estimated 2028	Estimated 2029	Estimated 2030
Projected Rate Increase									
Fixed Rates					3%	3%	3%	3%	3%
Cash Flows from Operating Activities									
Receipts from customers and users	\$ 727,184	\$ 742,450	\$ 776,103	\$ 814,718	\$ 839,159	\$ 864,334	\$ 890,264	\$ 916,971	\$ 944,481
Other receipts	246	9	2,529	-	-	-	-	-	-
Payments to suppliers/service providers	(295,582)	(210,669)	(199,015)	(198,598)	(205,146)	(212,318)	(217,181)	(223,728)	(230,281)
Payments to employees	(78,982)	(166,635)	(195,970)	(174,403)	(182,823)	(190,136)	(197,741)	(205,652)	(213,878)
Net Cash from Operating Activities	352,866	365,155	383,647	441,717	451,190	461,880	475,342	487,591	500,322
Cash Flows from Noncapital Financing Activities									
Transfers out	-	(1,003,600)	(454,564)	(510,300)	(142,980)	(243,200)	(310,800)	(182,430)	(158,685)
Cash Flows from Capital and Related Financing Activities									
Acquisition of capital assets	(160,089)	(289)	(233,547)	(100,000)	(356,000)	(158,000)	(205,000)	(185,000)	(245,000)
Connection fees received	16,119	5,251	21,180	14,609	15,047	15,498	15,963	16,442	16,935
Net Cash from Capital and Related Financing Activities	(143,970)	4,962	(212,367)	(85,391)	(340,953)	(142,502)	(189,037)	(168,558)	(228,065)
Cash Flows From Investing Activities									
Investment earnings (loss)	(83,351)	115,941	65,447	40,338	36,929	37,054	40,451	40,930	46,256
Net Increase (Decrease) in Cash and Cash Equivalents	125,545	(517,542)	(217,837)	(113,636)	4,186	113,232	15,956	177,533	159,828
Cash and Cash Equivalents, January 1	1,954,420	2,079,965	1,562,423	1,344,586	1,230,950	1,235,136	1,348,368	1,364,324	1,541,857
Cash and Cash Equivalents, December 31	\$ 2,079,965	\$ 1,562,423	\$ 1,344,586	\$ 1,230,950	\$ 1,235,136	\$ 1,348,368	\$ 1,364,324	\$ 1,541,857	\$ 1,701,685
Target Cash Reserve	\$ 295,126	\$ 299,546	\$ 294,050	\$ 297,792	\$ 301,414	\$ 304,531	\$ 308,145	\$ 311,840	\$ 315,566
Projected Cash in Excess of Target				\$ 933,158	\$ 933,723	\$ 1,043,838	\$ 1,056,179	\$ 1,230,017	\$ 1,386,119
Average Monthly Bill (Residential User)				\$ 16.32	\$ 16.81	\$ 17.31	\$ 17.83	\$ 18.37	\$ 18.92
Average Percentage Increase					3%	3%	3%	3%	3%
Average Monthly Dollar Increase				\$ 0.49	\$ 0.50	\$ 0.52	\$ 0.53	\$ 0.55	\$ 0.55
Average Annual Dollar Increase				\$ 5.88	\$ 6.05	\$ 6.23	\$ 6.42	\$ 6.61	\$ 6.61
Five Year Average Capital Expenses				\$ 200,800					

City of Orono, Minnesota
Stormwater Fund
Cash Flow Projections - Summary
For the Years Ending December 31, 2025 through 2030

	Estimated 2025	Estimated 2026	Estimated 2027	Estimated 2028	Estimated 2029	Estimated 2030
Projected rate increase						
Fixed rate		3%	3%	3%	3%	3%
Cash receipts						
Receipts from customers	\$ 814,718	\$ 839,159	\$ 864,334	\$ 890,264	\$ 916,971	\$ 944,481
Other receipts	54,947	51,976	52,552	56,414	57,372	63,191
Total Cash Receipts	<u>869,665</u>	<u>891,135</u>	<u>916,886</u>	<u>946,678</u>	<u>974,343</u>	<u>1,007,672</u>
Cash disbursements						
Operating payments	373,001	387,969	402,454	414,922	429,380	444,159
Acquisition of capital assets	100,000	356,000	158,000	205,000	185,000	245,000
Transfers out	510,300	142,980	243,200	310,800	182,430	158,685
Total Cash Disbursements	<u>983,301</u>	<u>886,949</u>	<u>803,654</u>	<u>930,722</u>	<u>796,810</u>	<u>847,844</u>
Net Increase (Decrease)						
In Cash and Cash Equivalents	(113,636)	4,186	113,232	15,956	177,533	159,828
Cash and Cash Equivalents, January 1	<u>1,344,586</u>	<u>1,230,950</u>	<u>1,235,136</u>	<u>1,348,368</u>	<u>1,364,324</u>	<u>1,541,857</u>
Cash and Cash Equivalents, December 31	<u>\$ 1,230,950</u>	<u>\$ 1,235,136</u>	<u>\$ 1,348,368</u>	<u>\$ 1,364,324</u>	<u>\$ 1,541,857</u>	<u>\$ 1,701,685</u>

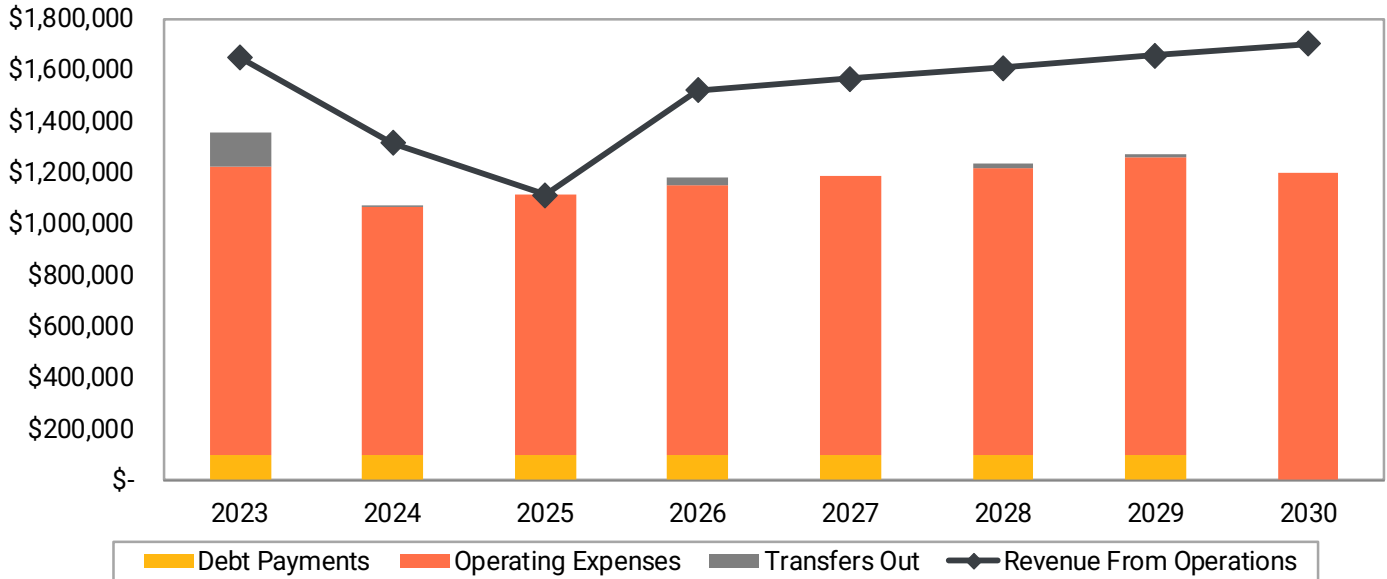
City of Orono, Minnesota
Capital Project/Equipment Plan
Schedule of Planned Capital Outlay 2025 to 2030

Fund/Departmen	Year	Item	Cost	2025	2026	2027	2028	2029	2030
				Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts	Estimated Amounts
Funding Source									
Debt and Grant Financing									
None									
Cash Reserves									
Water	2025	IT Capital Improvements - Water Portion	\$ 67,200	\$ 67,200	\$ -	\$ -	\$ -	\$ -	\$ -
Water	2027	IT Capital Improvements - Water Portion	80,000	-	-	80,000	-	-	-
Water	2025	Watermain Replacement CSAH 19 (Kelly Ave)	200,000	200,000	-	-	-	-	-
Water	2027	Water Meter Replacement	170,000	-	-	170,000	-	-	-
Water	2026	Wellhead Protection Plan Updates	20,000	-	20,000	-	-	-	-
Water	2025	Navarre Plant Control Upgrade	110,000	110,000	-	-	-	-	-
Water	2026	Navarre Plant Control Upgrade	594,000	-	594,000	-	-	-	-
Water	2028	South Tower Repaint and Rehabilitation	400,000	-	-	-	400,000	-	-
Water	2027	Well #4 Inspection & Maintenance (every 10 yrs)	20,000	-	-	20,000	-	-	-
Water	2031	Watermain Replacement CSAH 19 (Maple Ridge to end)	1,285,000	-	-	-	-	-	-
Water	2028	North Water Plant Painting	30,000	-	-	-	30,000	-	-
Water	2027	South Water Plant Painting	60,000	-	-	60,000	-	-	-
Water	2027	Well #1 Inspection and Maintenance (every 10 yrs)	20,000	-	-	20,000	-	-	-
Water	2027	North Waterplant Switch Gear Upgrade	200,000	-	-	200,000	-	-	-
Water	2029	Well #2 Inspection and Maintenance (every 10 yrs)	20,000	-	-	-	-	20,000	-
Water	2030	Water Main Loop Concordia	230,000	-	-	-	-	-	230,000
Water	2028	Water Supply Plan Update	20,000	-	-	-	20,000	-	-
Water	2028	North Well House Upgrade (Sewer)	10,000	-	-	-	10,000	-	-
Water	2028	Well #3 Inspection & Maintenance (every 10 yrs)	20,000	-	-	-	20,000	-	-
Water	2026	Water Valve Replacements (5 / Year)	27,800	-	27,800	-	-	-	-
Water	2027	Water Valve Replacements (5 / Year)	28,600	-	-	28,600	-	-	-
Water	2028	Water Valve Replacements (5 / Year)	29,500	-	-	-	29,500	-	-
Water	2029	Water Valve Replacements (5 / Year)	30,400	-	-	-	-	30,400	-
Water	2030	Water Valve Replacements (5 / Year)	31,300	-	-	-	-	-	31,300
Sewer	2025	Sewer Rehabilitation	300,000	300,000	-	-	-	-	-
Sewer	2026	Sewer Rehabilitation	300,000	-	300,000	-	-	-	-
Sewer	2027	Sewer Rehabilitation	300,000	-	-	300,000	-	-	-
Sewer	2028	Sewer Rehabilitation	300,000	-	-	-	300,000	-	-
Sewer	2029	Sewer Rehabilitation	300,000	-	-	-	-	300,000	-
Sewer	2030	Sewer Rehabilitation	300,000	-	-	-	-	-	300,000
Sewer	2026	Sewer Meter installation (into Long Lake)	60,000	-	60,000	-	-	-	-
Sewer	2025	Lift Station #27 Rehab	60,000	60,000	-	-	-	-	-
Sewer	2025	Lift Station #4 Rehab	70,000	70,000	-	-	-	-	-
Sewer	2026	Lift Station #12 Rehab, Including Generator	120,000	-	120,000	-	-	-	-
Sewer	2026	Lift Station #22 Rehab	70,000	-	70,000	-	-	-	-
Sewer	2027	Lift Station #18 Rehab inc. Gen Replacement	150,000	-	-	150,000	-	-	-
Sewer	2027	Lift Station #26 Rehab inc. Gen Replacement	150,000	-	-	150,000	-	-	-
Sewer	2028	Lift Station #6 Rehab inc. Gen Replacement	150,000	-	-	-	150,000	-	-
Sewer	2028	Lift Station #32 Rehab	70,000	-	-	-	70,000	-	-
Sewer	2029	Lift Station Rehab (2 per year)	70,000	-	-	-	-	70,000	-
Sewer	2029	Lift Station Rehab (2 per year)	150,000	-	-	-	-	150,000	-
Sewer	2030	Lift Station Rehab (2 per year)	70,000	-	-	-	-	-	70,000
Sewer	2030	Lift Station Rehab (2 per year)	150,000	-	-	-	-	-	150,000
Sewer	2026	Lift Station #18 Forcemain Replacement	320,000	-	320,000	-	-	-	-
Storm Water	2026	Casco Cove Outlet and Bioretention Basin (SWMP O-2 & CB-3)	161,000	-	161,000	-	-	-	-
Storm Water	2026	Hackberry Park and Neighborhood Stormwater Improvements	95,000	-	95,000	-	-	-	-
Storm Water	2028	Surface Water Management Projects, Unnamed (Per Year)	85,000	-	-	-	85,000	-	-
Storm Water	2029	Surface Water Management Projects, Unnamed (Per Year)	85,000	-	-	-	-	85,000	-
Storm Water	2030	Surface Water Management Projects, Unnamed (Per Year)	85,000	-	-	-	-	-	85,000
Storm Water	2027	Pond Cleaning/Maintenance (1/3 years)	58,000	-	-	58,000	-	-	-
Storm Water	2030	Pond Cleaning/Maintenance (1/3 years)	60,000	-	-	-	-	-	60,000
Storm Water	2028	Surface Water Management Plan Update	20,000	-	-	-	20,000	-	-
Storm Water	2025	Storm Sewer Improvements/Replacements (Per Year)	100,000	100,000	-	-	-	-	-
Storm Water	2026	Storm Sewer Improvements/Replacements (Per Year)	100,000	-	100,000	-	-	-	-
Storm Water	2027	Storm Sewer Improvements/Replacements (Per Year)	100,000	-	-	100,000	-	-	-
Storm Water	2028	Storm Sewer Improvements/Replacements (Per Year)	100,000	-	-	-	100,000	-	-
Storm Water	2029	Storm Sewer Improvements/Replacements (Per Year)	100,000	-	-	-	-	100,000	-
Storm Water	2030	Storm Sewer Improvements/Replacements (Per Year)	100,000	-	-	-	-	-	100,000
Total Capital Projects and Equipment				\$ 907,200	\$ 1,867,800	\$ 1,336,600	\$ 1,234,500	\$ 755,400	\$ 1,026,300
Total Capital Projects and Equipment									
Water				\$ 377,200	\$ 641,800	\$ 578,600	\$ 509,500	\$ 50,400	\$ 261,300
Sewer				430,000	870,000	600,000	520,000	520,000	520,000
Storm Water				100,000	356,000	158,000	205,000	185,000	245,000
				\$ 907,200	\$ 1,867,800	\$ 1,336,600	\$ 1,234,500	\$ 755,400	\$ 1,026,300

City of Orono, Minnesota
2025 - 2030 Utility Rate Study
Financial Section (Continued)

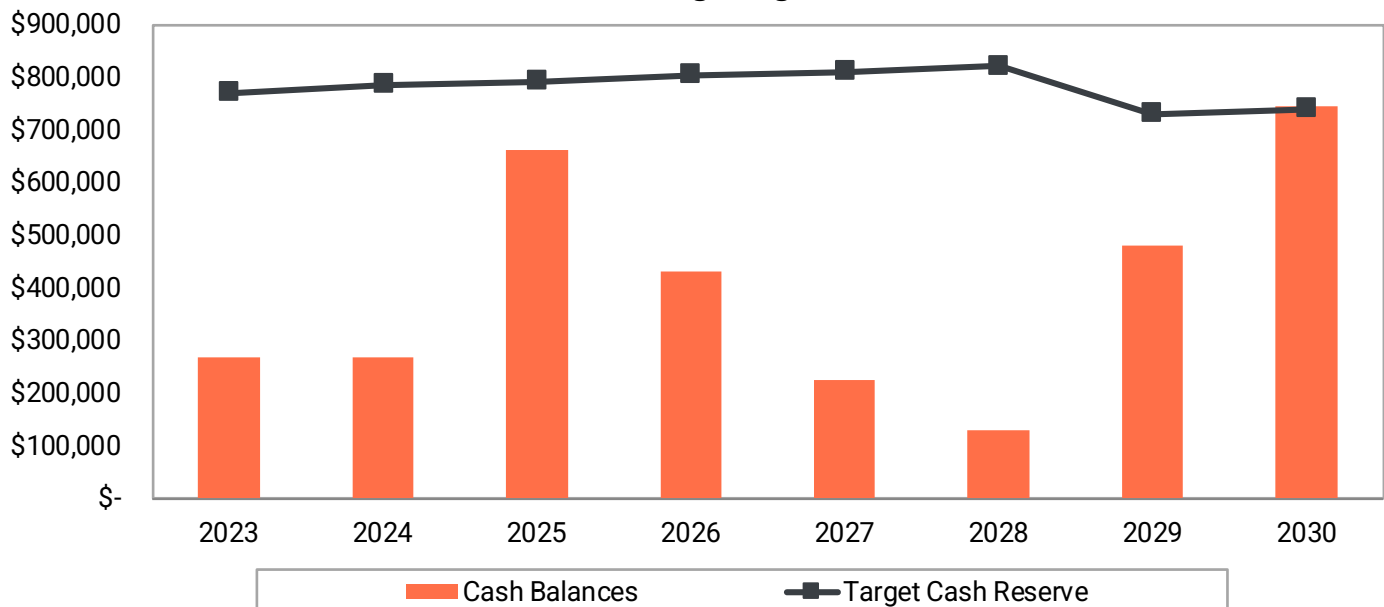
Water Fund

Cash Flow From Operations



- It should be noted that the above chart does not include costs for capital asset acquisition costs.

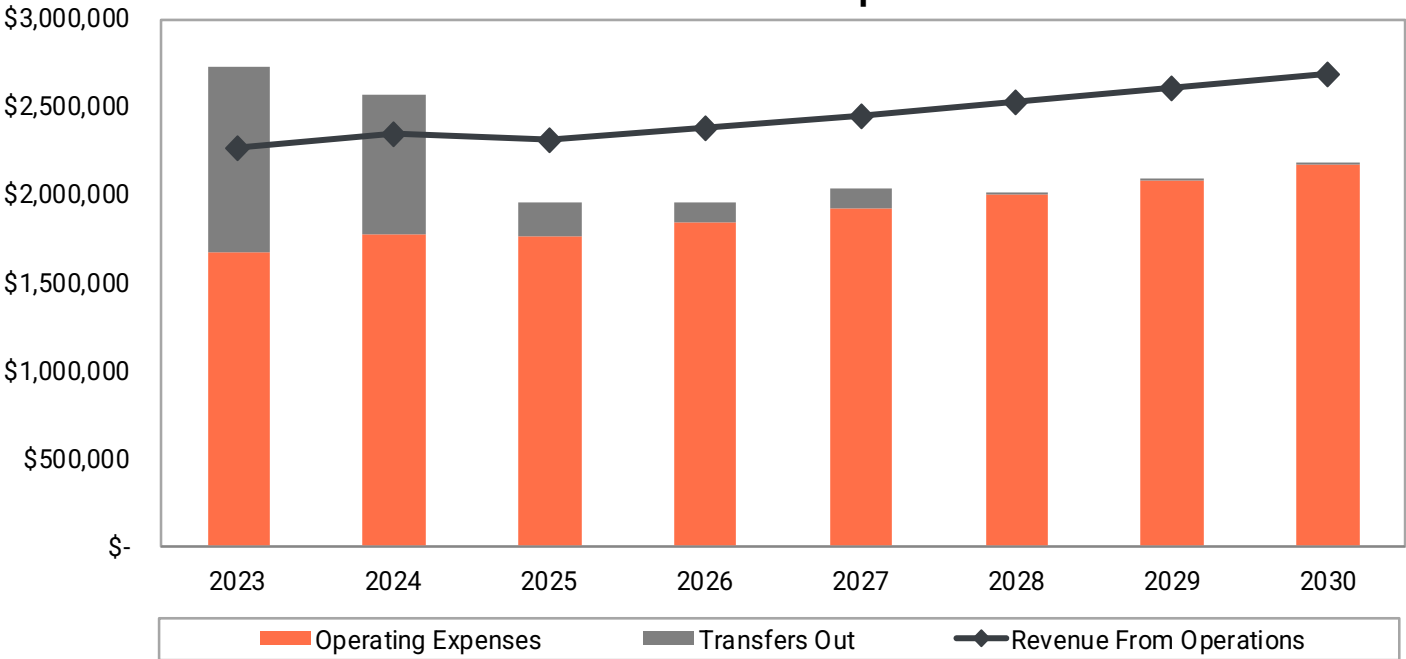
Cash Balance Including Target Cash Reserve



City of Orono, Minnesota
2025 - 2030 Utility Rate Study
Financial Section (Continued)

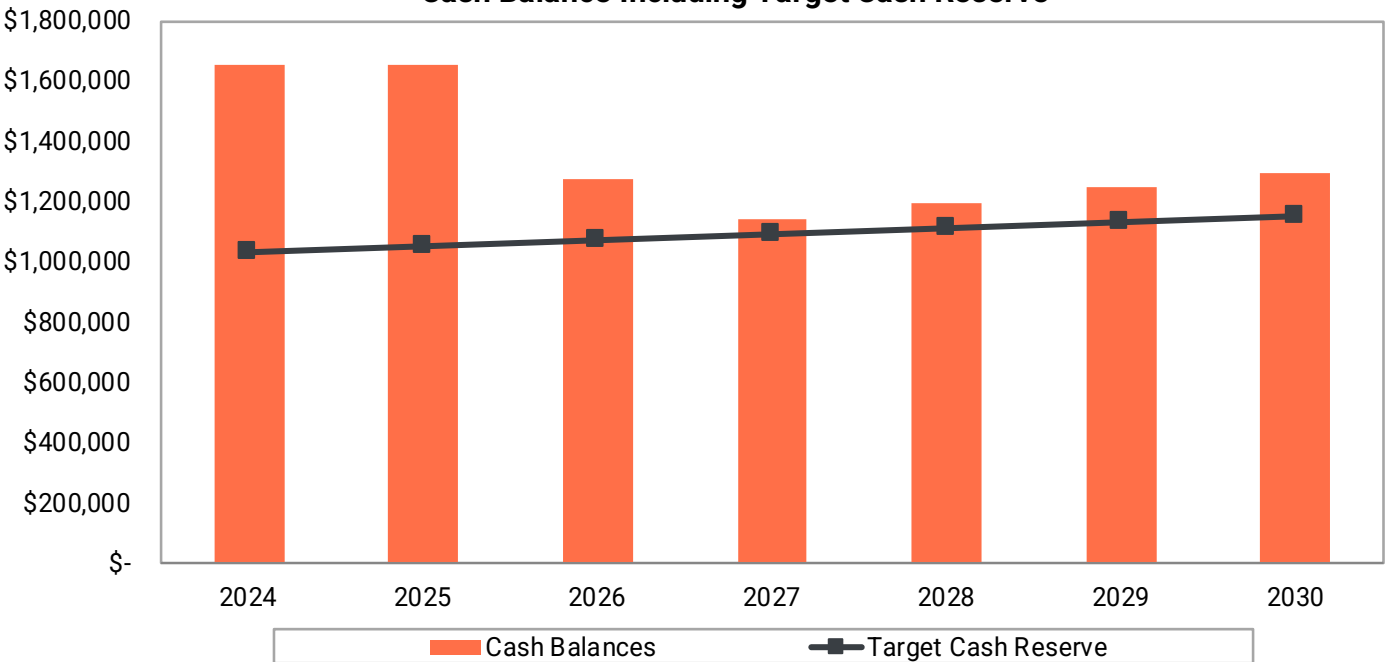
Sewer Fund

Cash Flow From Operations



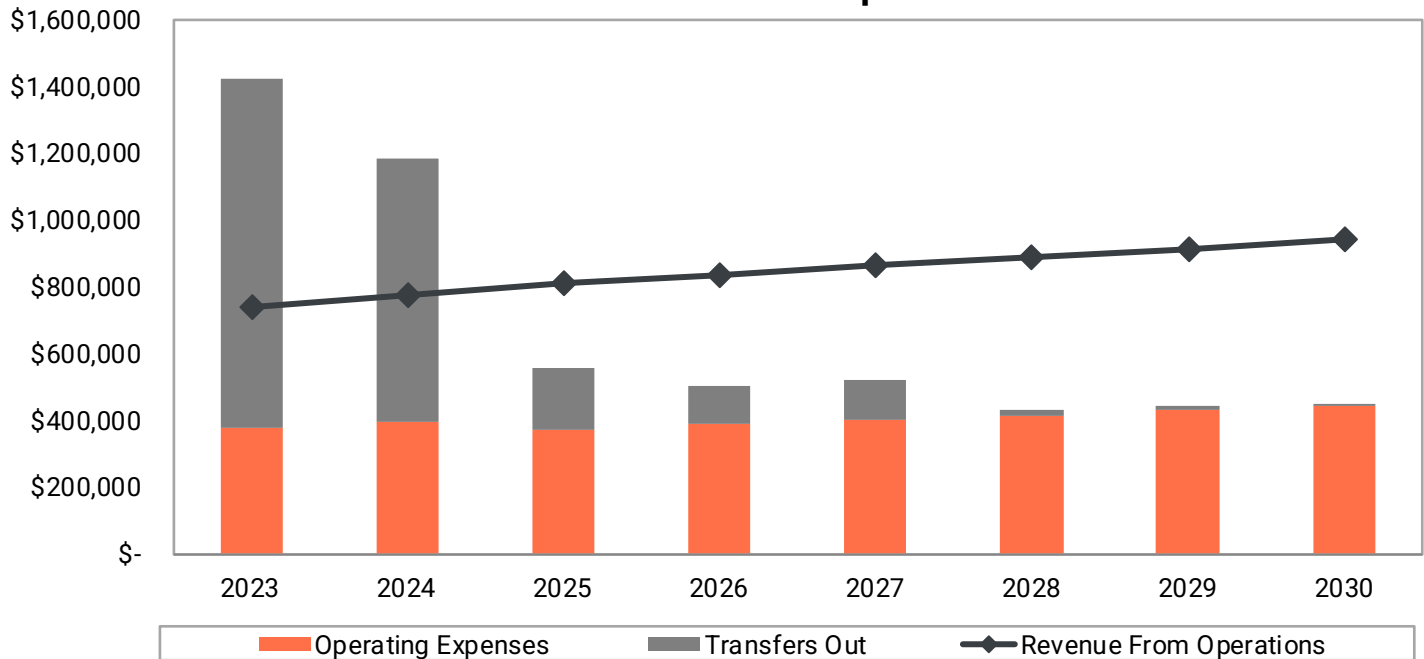
- It should be noted that the above chart does not include costs for capital asset acquisition costs.

Cash Balance Including Target Cash Reserve



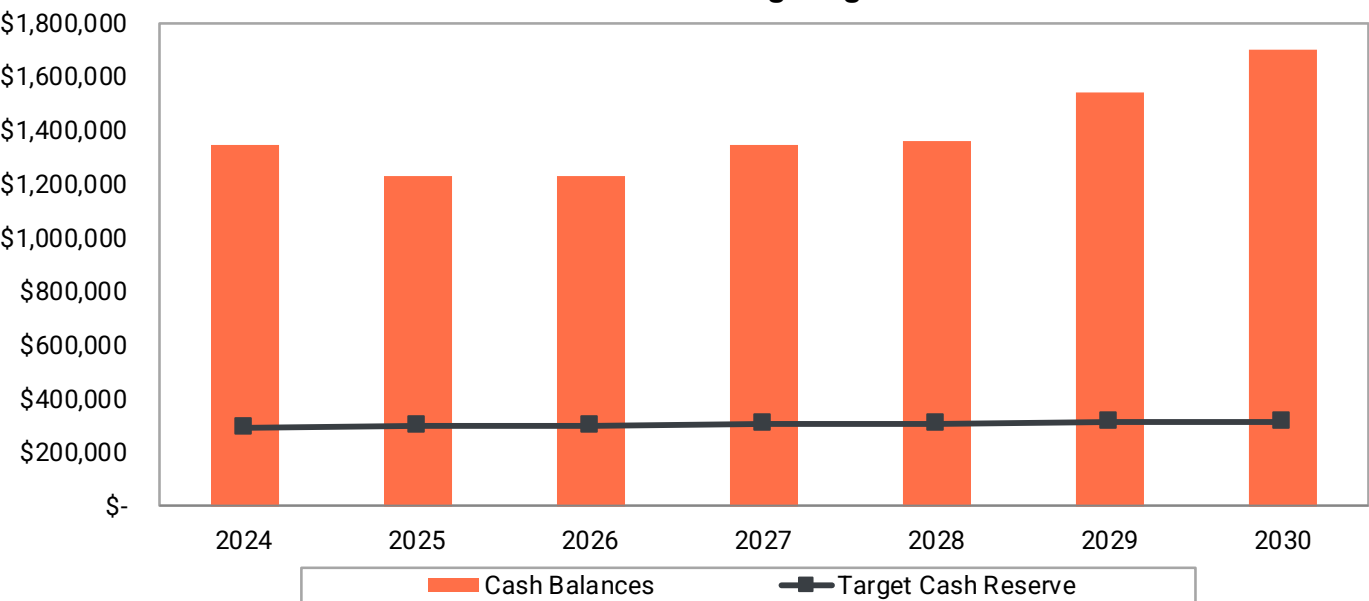
Stormwater Fund

Cash Flow From Operations



• It should be noted that the above chart does not include costs for capital asset costs and acquisitions.

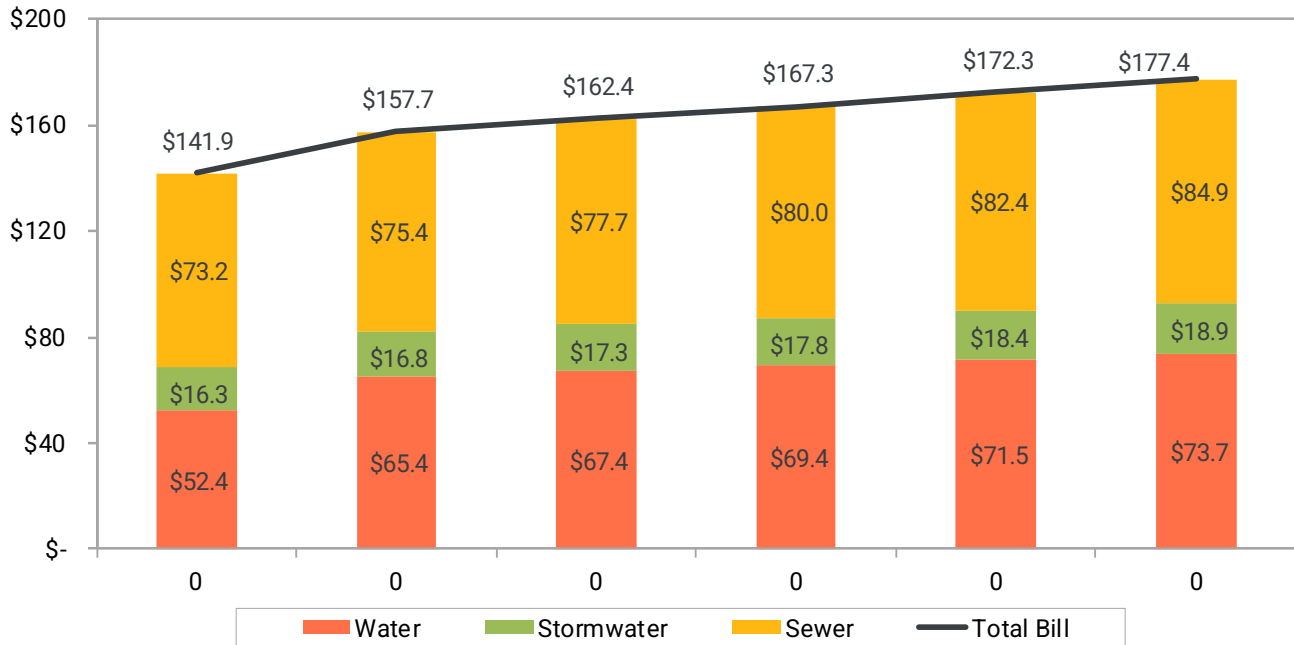
Cash Balance Including Target Cash Reserve



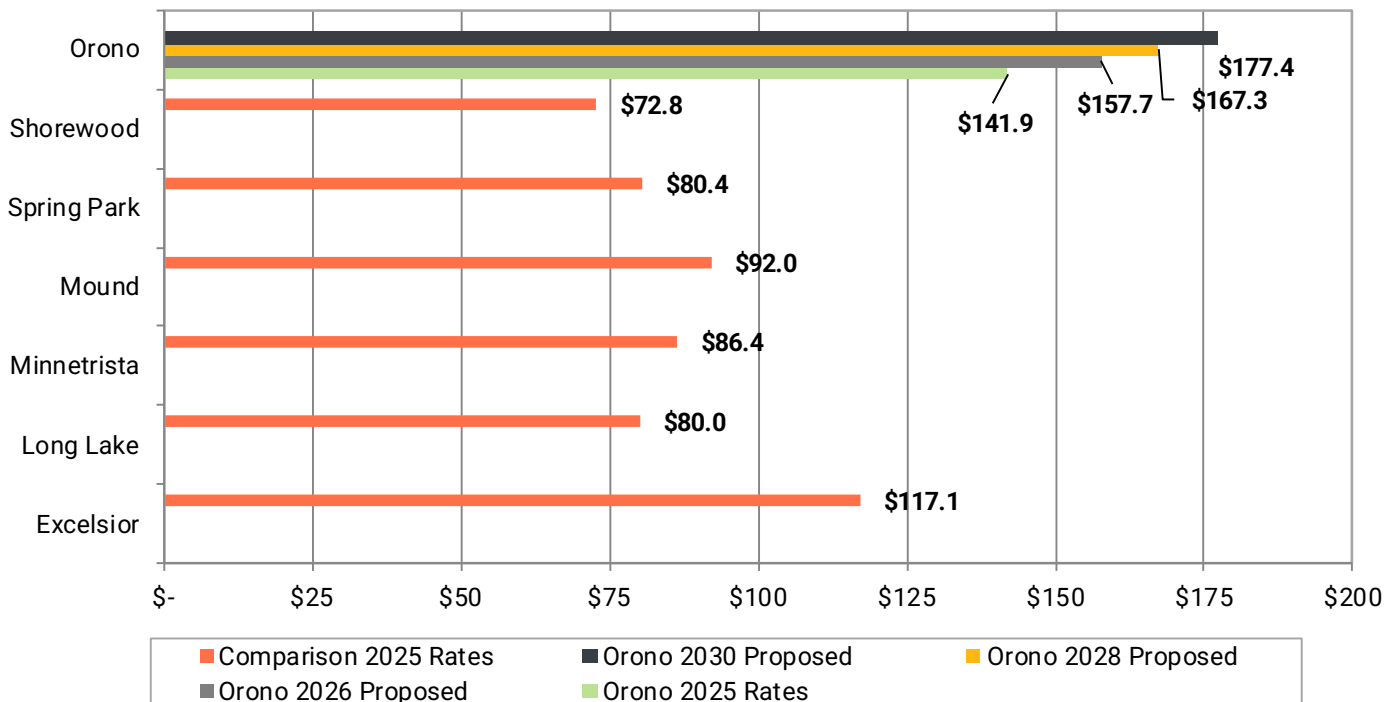
City of Orono, Minnesota
2025 - 2030 Utility Rate Study
Financial Section (Continued)

Other

**Recommended Monthly Utility Bill - Current and Future
(Average Usage 4,000 gallons)**

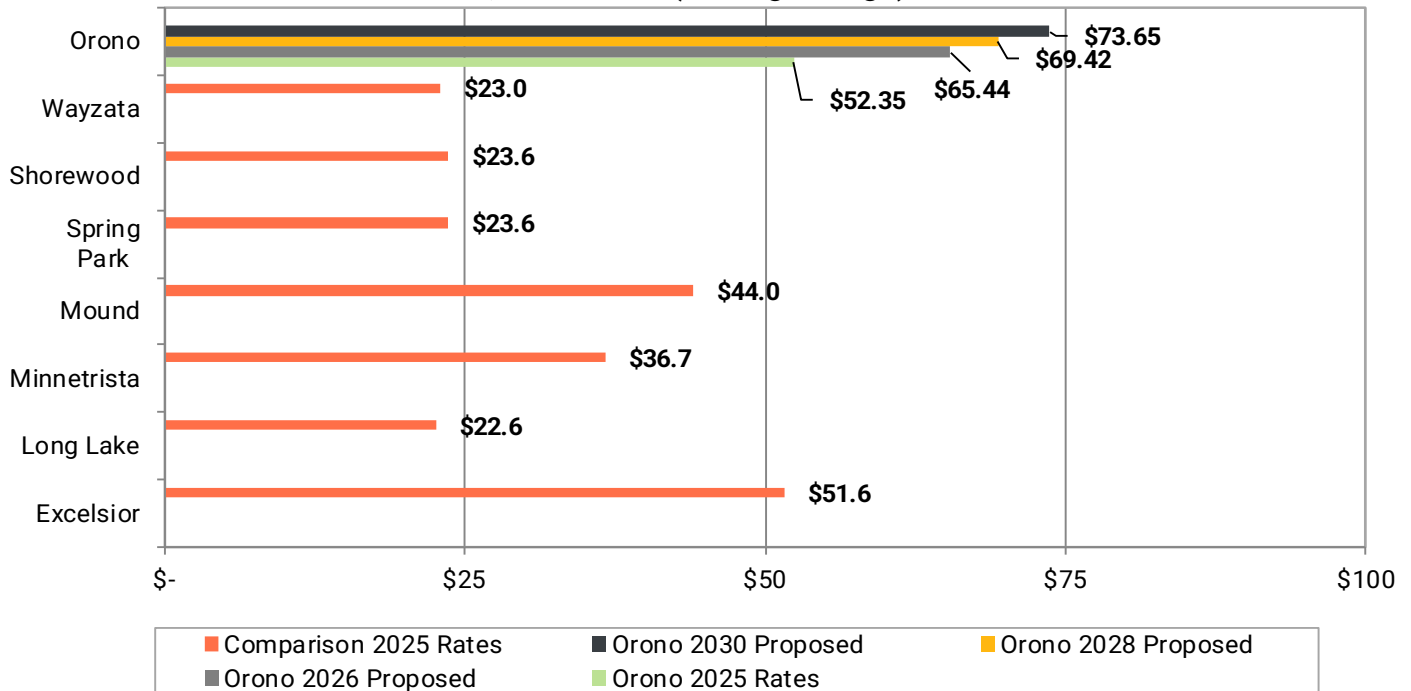


**Monthly Bill Comparison to Other Cities
(Average Usage 4,000) Gallons**

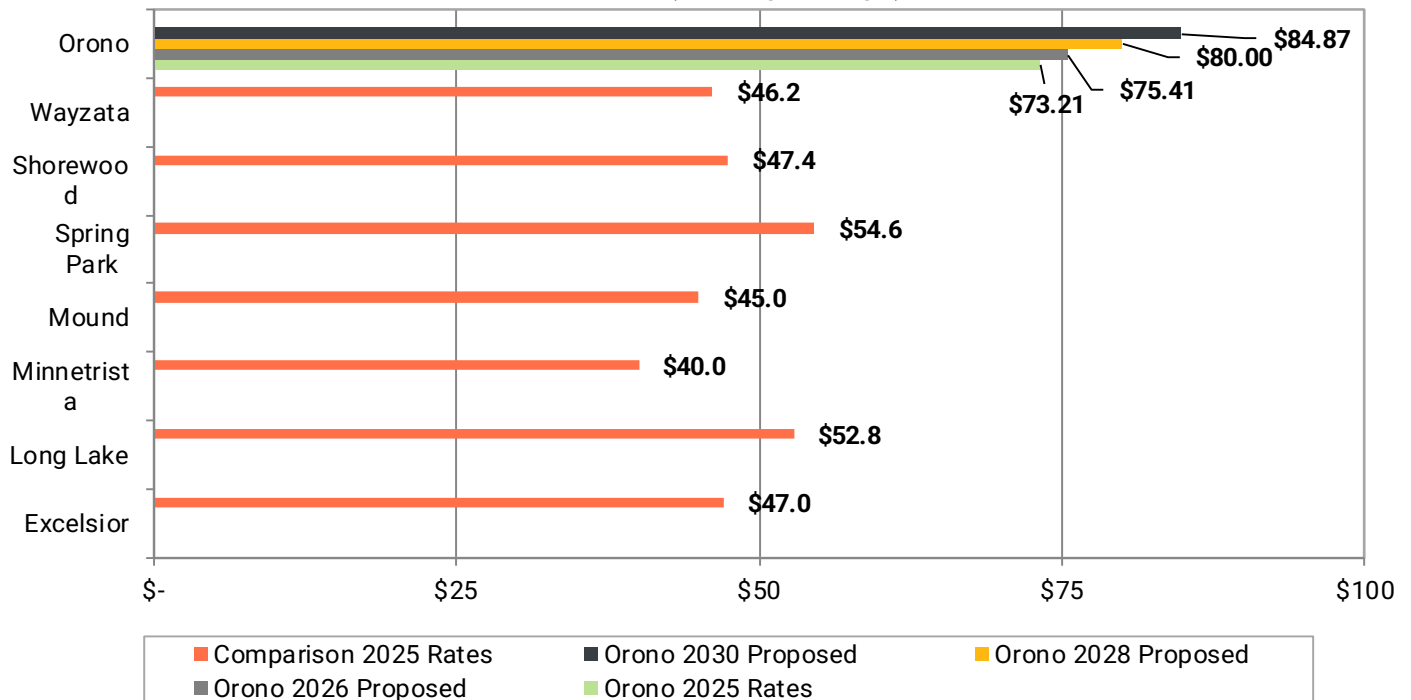


City of Orono, Minnesota
2025 - 2030 Utility Rate Study
Financial Section (Continued)

**Water Bill Comparison to Other Cities
4,000 Gallons (Average Usage)**



**Sewer Bill Comparison to Other Cities
4,000 Gallons (Average Usage)**



AGENDA ITEM



Date: October 27, 2025

Item: 13

Title: Certification of Delinquent Utilities and Accounts Receivable - Resolution 7631

Presenter: Maggie Jin, Finance Director

Section: Public Hearing

1. **Purpose:**

The purpose of this agenda item is to gain council approval to certify delinquent utility bills and accounts receivable to Hennepin County for collection with the 2026 property taxes payable.

2. **Background:**

a. Each year the city certifies to the county, all unpaid annual service charges for the septic program, the recycling program, and all delinquent sewer and water accounts, and accounts receivable of \$50.00 or more, to be collected with the following year's taxes. In addition to the outstanding amounts delinquent, eight percent (8%) interest and an administrative fee of \$30.00 is added to all accounts. Additionally, once received by the County, certification fee of \$2.50 is added onto the balance.

b. The first notice was sent to delinquent accounts on September 4, 2025 with a correction notice sent out on September 8, 2025. 397 utility accounts, totaling \$181,590.78 and 1 accounts receivable bill, total of \$352.00, were delinquent at the time. The second notice was sent on October 8, 2025. The public hearing notice was published by the newspaper on October 4 and 11, 2025. As of October 21, 2025, the total to be assessed is \$104,844.52 between 130 properties. A copy of the current assessment roll is included with this council item. This amount will be decreased by any payments received up to the final payment date of November 15, 2025.

c. State statute requires the City to hold a public hearing regarding the assessment of these fees prior to certifying the assessment roll to the County. The hearing is an opportunity for property owners to ask questions and provide comments regarding the proposed assessment.

3. **Staff Recommendation:**

Staff recommends adoption of Resolution 7631, Certification of Delinquent Utility Bills and Accounts Receivable Invoices to Hennepin County for Collection with the 2026 Property Taxes.

COUNCIL ACTION REQUESTED

Motion to hold the public hearing. Motion to close the public hearing.

Motion to adopt Resolution 7631, Certification of Delinquent Utility Bills and Accounts Receivable Invoices to Hennepin County for Collection with the 2026 Property Taxes.

Exhibits

[A. Resolution 7631 - Certification of Delinquent Utility Bills and Accounts Receivable](#)

[B. Assessment Roll](#)



CITY OF ORONO
RESOLUTION OF THE CITY COUNCIL
NO. 7631

**A RESOLUTION FOR THE
CERTIFICATION OF DELINQUENT UTILITY BILLS AND ACCOUNTS
RECEIVABLE INVOICES TO HENNEPIN COUNTY FOR COLLECTION WITH THE
2026 PROPERTY TAXES**

WHEREAS, the City Council of the City of Orono, Minnesota has enacted Chapter 2 of the Orono City Code which pertains to the payment and collection of water, sewer and storm water charges and annual service charges for recycling, and the on-site sewage treatment (septic) program; and

WHEREAS, the City Council of the City of Orono, Minnesota has also enacted Chapter 6 of the Orono City Code which pertains to the payment and collection of general service charges; and

WHEREAS, the charges identified in the attached list of properties are delinquent in nature; and

WHEREAS, an advanced ten-day mailed notice and a published notice of the hearing was given, and the hearing will be held thereon the 27 day of October 2025, at which all persons desiring to be heard are given an opportunity to be heard thereon.

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

That the Hennepin County Special Assessment Division is hereby authorized to place the delinquent water, sewer and storm water charges, annual service charges for recycling, the on-site sewage treatment (septic) program charges, and accounts receivable invoices, on the 2025 property tax rolls, payable in 2026, at eight percent (8%) per annum, against the specified properties as set forth in the following Exhibits.

Adopted by the City Council of Orono, Minnesota at a regular meeting held on October 27, 2025.

ATTEST:

CITY OF ORONO

Christine Lusian, City Clerk

Bob Tunheim, Mayor

City of Orono
2025 Delinquent Bills
Levy #26173

<u>Tax Parcel</u>	<u>Amount</u>	<u>Fee</u>	<u>Total</u>	<u>Reason</u>
34-118-23-34-0009	\$114.10	\$ 30.00	\$ 144.10	Unpaid Utility Bill
20-117-23-32-0016	\$2,427.67	\$ 30.00	\$ 2,457.67	Unpaid Utility Bill
20-117-23-31-0038	\$1,699.59	\$ 30.00	\$ 1,729.59	Unpaid Utility Bill
20-117-23-43-0043	\$2,538.07	\$ 30.00	\$ 2,568.07	Unpaid Utility Bill
17-117-23-43-0011	\$537.68	\$ 30.00	\$ 567.68	Unpaid Utility Bill
20-117-23-31-0009	\$963.59	\$ 30.00	\$ 993.59	Unpaid Utility Bill
36-118-23-44-0015	\$2,454.41	\$ 30.00	\$ 2,484.41	Unpaid Utility Bill
20-117-23-24-0045	\$1,699.48	\$ 30.00	\$ 1,729.48	Unpaid Utility Bill
20-117-23-11-0041	\$931.94	\$ 30.00	\$ 961.94	Unpaid Utility Bill
17-117-23-44-0092	\$138.88	\$ 30.00	\$ 168.88	Unpaid Utility Bill
17-117-23-43-0020	\$1,084.05	\$ 30.00	\$ 1,114.05	Unpaid Utility Bill
17-117-23-43-0019	\$1,831.38	\$ 30.00	\$ 1,861.38	Unpaid Utility Bill
17-117-23-43-0065	\$924.17	\$ 30.00	\$ 954.17	Unpaid Utility Bill
17-117-23-43-0058	\$1,798.78	\$ 30.00	\$ 1,828.78	Unpaid Utility Bill
17-117-23-43-0106	\$862.15	\$ 30.00	\$ 892.15	Unpaid Utility Bill
17-117-23-43-0034	\$2,043.21	\$ 30.00	\$ 2,073.21	Unpaid Utility Bill
17-117-23-34-0036	\$1,669.01	\$ 30.00	\$ 1,699.01	Unpaid Utility Bill
17-117-23-34-0039	\$1,682.44	\$ 30.00	\$ 1,712.44	Unpaid Utility Bill
17-117-23-34-0060	\$643.03	\$ 30.00	\$ 673.03	Unpaid Utility Bill
17-117-23-34-0060	\$463.25	\$ 30.00	\$ 493.25	Unpaid Utility Bill
17-117-23-34-0057	\$719.06	\$ 30.00	\$ 749.06	Unpaid Utility Bill
17-117-23-34-0055	\$149.45	\$ 30.00	\$ 179.45	Unpaid Utility Bill
36-118-23-33-0006	\$1,246.09	\$ 30.00	\$ 1,276.09	Unpaid Utility Bill
36-118-23-41-0047	\$4,510.58	\$ 30.00	\$ 4,540.58	Unpaid Utility Bill
17-117-23-44-0067	\$138.88	\$ 30.00	\$ 168.88	Unpaid Utility Bill
33-118-23-11-0147	\$130.62	\$ 30.00	\$ 160.62	Unpaid Utility Bill
21-117-23-22-0008	\$504.66	\$ 30.00	\$ 534.66	Unpaid Utility Bill
17-117-23-34-0094	\$303.43	\$ 30.00	\$ 333.43	Unpaid Utility Bill
17-117-23-21-0011	\$454.66	\$ 30.00	\$ 484.66	Unpaid Utility Bill
17-117-23-21-0010	\$305.92	\$ 30.00	\$ 335.92	Unpaid Utility Bill
34-118-23-21-0010	\$1,937.26	\$ 30.00	\$ 1,967.26	Unpaid Utility Bill
17-117-23-31-0016	\$1,315.20	\$ 30.00	\$ 1,345.20	Unpaid Utility Bill
17-117-23-42-0009	\$245.94	\$ 30.00	\$ 275.94	Unpaid Utility Bill
17-117-23-42-0008	\$2,509.80	\$ 30.00	\$ 2,539.80	Unpaid Utility Bill
17-117-23-43-0137	\$2,675.90	\$ 30.00	\$ 2,705.90	Unpaid Utility Bill
17-117-23-43-0129	\$163.58	\$ 30.00	\$ 193.58	Unpaid Utility Bill
17-117-23-43-0128	\$2,300.10	\$ 30.00	\$ 2,330.10	Unpaid Utility Bill
17-117-23-43-0002	\$1,617.66	\$ 30.00	\$ 1,647.66	Unpaid Utility Bill
17-117-23-44-0106	\$130.62	\$ 30.00	\$ 160.62	Unpaid Utility Bill
17-117-23-31-0048	\$1,707.54	\$ 30.00	\$ 1,737.54	Unpaid Utility Bill
17-117-23-31-0030	\$463.25	\$ 30.00	\$ 493.25	Unpaid Utility Bill
20-117-23-22-0002	\$1,604.09	\$ 30.00	\$ 1,634.09	Unpaid Utility Bill
05-117-23-14-0022	\$97.25	\$ 30.00	\$ 127.25	Unpaid Utility Bill
05-117-23-14-0031	\$1,245.42	\$ 30.00	\$ 1,275.42	Unpaid Utility Bill

City of Orono
2025 Delinquent Bills
Levy #26173

<u>Tax Parcel</u>	<u>Amount</u>	<u>Fee</u>	<u>Total</u>	<u>Reason</u>
10-117-23-24-0022	\$567.92	\$ 30.00	\$ 597.92	Unpaid Utility Bill
10-117-23-31-0048	\$591.91	\$ 30.00	\$ 621.91	Unpaid Utility Bill
10-117-23-31-0049	\$390.94	\$ 30.00	\$ 420.94	Unpaid Utility Bill
05-117-23-24-0111	\$96.29	\$ 30.00	\$ 126.29	Unpaid Utility Bill
07-117-23-12-0006	\$1,245.42	\$ 30.00	\$ 1,275.42	Unpaid Utility Bill
02-117-23-31-0039	\$791.27	\$ 30.00	\$ 821.27	Unpaid Utility Bill
07-117-23-14-0001	\$491.08	\$ 30.00	\$ 521.08	Unpaid Utility Bill
07-117-23-12-0022	\$95.96	\$ 30.00	\$ 125.96	Unpaid Utility Bill
07-117-23-24-0017	\$592.19	\$ 30.00	\$ 622.19	Unpaid Utility Bill
33-118-23-44-0015	\$1,138.63	\$ 30.00	\$ 1,168.63	Unpaid Utility Bill
02-117-23-31-0038	\$291.76	\$ 30.00	\$ 321.76	Unpaid Utility Bill
02-117-23-31-0037	\$496.79	\$ 30.00	\$ 526.79	Unpaid Utility Bill
07-117-23-44-0011	\$1,245.42	\$ 30.00	\$ 1,275.42	Unpaid Utility Bill
05-117-23-14-0059	\$1,245.42	\$ 30.00	\$ 1,275.42	Unpaid Utility Bill
07-117-23-13-0095	\$291.76	\$ 30.00	\$ 321.76	Unpaid Utility Bill
26-118-23-33-0005	\$1,200.79	\$ 30.00	\$ 1,230.79	Unpaid Utility Bill
27-118-23-42-0010	\$1,237.61	\$ 30.00	\$ 1,267.61	Unpaid Utility Bill
27-118-23-42-0015	\$231.53	\$ 30.00	\$ 261.53	Unpaid Utility Bill
36-118-23-34-0013	\$897.31	\$ 30.00	\$ 927.31	Unpaid Utility Bill
05-117-23-41-0026	\$1,245.42	\$ 30.00	\$ 1,275.42	Unpaid Utility Bill
07-117-23-11-0014	\$1,245.42	\$ 30.00	\$ 1,275.42	Unpaid Utility Bill
07-117-23-14-0062	\$1,245.42	\$ 30.00	\$ 1,275.42	Unpaid Utility Bill
07-117-23-14-0060	\$288.59	\$ 30.00	\$ 318.59	Unpaid Utility Bill
07-117-23-41-0012	\$1,245.42	\$ 30.00	\$ 1,275.42	Unpaid Utility Bill
07-117-23-41-0086	\$1,245.42	\$ 30.00	\$ 1,275.42	Unpaid Utility Bill
08-117-23-32-0025	\$291.76	\$ 30.00	\$ 321.76	Unpaid Utility Bill
07-117-23-44-0072	\$1,245.42	\$ 30.00	\$ 1,275.42	Unpaid Utility Bill
08-117-23-33-0075	\$500.91	\$ 30.00	\$ 530.91	Unpaid Utility Bill
08-117-23-33-0066	\$1,083.31	\$ 30.00	\$ 1,113.31	Unpaid Utility Bill
07-117-23-43-0026	\$999.11	\$ 30.00	\$ 1,029.11	Unpaid Utility Bill
09-117-23-41-0004	\$1,245.42	\$ 30.00	\$ 1,275.42	Unpaid Utility Bill
08-117-23-43-0022	\$392.88	\$ 30.00	\$ 422.88	Unpaid Utility Bill
08-117-23-43-0010	\$1,245.42	\$ 30.00	\$ 1,275.42	Unpaid Utility Bill
07-117-23-31-0004	\$283.65	\$ 30.00	\$ 313.65	Unpaid Utility Bill
02-117-23-31-0041	\$1,070.08	\$ 30.00	\$ 1,100.08	Unpaid Utility Bill
02-117-23-31-0041	\$1,245.42	\$ 30.00	\$ 1,275.42	Unpaid Utility Bill
06-117-23-41-0045	\$1,104.13	\$ 30.00	\$ 1,134.13	Unpaid Utility Bill
06-117-23-41-0049	\$393.29	\$ 30.00	\$ 423.29	Unpaid Utility Bill
07-117-23-32-0061	\$1,000.23	\$ 30.00	\$ 1,030.23	Unpaid Utility Bill
10-117-23-31-0008	\$276.67	\$ 30.00	\$ 306.67	Unpaid Utility Bill
33-118-23-44-0032	\$500.08	\$ 30.00	\$ 530.08	Unpaid Utility Bill
05-117-23-23-0040	\$1,245.42	\$ 30.00	\$ 1,275.42	Unpaid Utility Bill
07-117-23-11-0010	\$96.29	\$ 30.00	\$ 126.29	Unpaid Utility Bill
10-117-23-24-0032	\$1,245.42	\$ 30.00	\$ 1,275.42	Unpaid Utility Bill

City of Orono
2025 Delinquent Bills
Levy #26173

<u>Tax Parcel</u>	<u>Amount</u>	<u>Fee</u>	<u>Total</u>	<u>Reason</u>
10-117-23-24-0033	\$246.65	\$ 30.00	\$ 276.65	Unpaid Utility Bill
03-117-23-34-0024	\$1,229.43	\$ 30.00	\$ 1,259.43	Unpaid Utility Bill
03-117-23-34-0011	\$76.25	\$ 30.00	\$ 106.25	Unpaid Utility Bill
33-118-23-44-0030	\$96.29	\$ 30.00	\$ 126.29	Unpaid Utility Bill
33-118-23-33-0006	\$80.49	\$ 30.00	\$ 110.49	Unpaid Utility Bill
22-117-23-31-0001	\$239.88	\$ 30.00	\$ 269.88	Unpaid Utility Bill
22-117-23-31-0002	\$59.69	\$ 30.00	\$ 89.69	Unpaid Utility Bill
03-117-23-34-0001	\$244.41	\$ 30.00	\$ 274.41	Unpaid Utility Bill
03-117-23-23-0015	\$326.37	\$ 30.00	\$ 356.37	Unpaid Utility Bill
04-117-23-11-0003	\$329.06	\$ 30.00	\$ 359.06	Unpaid Utility Bill
05-117-23-12-0018	\$319.44	\$ 30.00	\$ 349.44	Unpaid Utility Bill
06-117-23-11-0004	\$319.44	\$ 30.00	\$ 349.44	Unpaid Utility Bill
31-118-23-24-0007	\$319.44	\$ 30.00	\$ 349.44	Unpaid Utility Bill
34-118-23-22-0008	\$163.12	\$ 30.00	\$ 193.12	Unpaid Utility Bill
26-118-23-33-0021	\$329.06	\$ 30.00	\$ 359.06	Unpaid Utility Bill
02-117-23-33-0002	\$328.44	\$ 30.00	\$ 358.44	Unpaid Utility Bill
02-117-23-32-0007	\$329.06	\$ 30.00	\$ 359.06	Unpaid Utility Bill
03-117-23-44-0007	\$329.06	\$ 30.00	\$ 359.06	Unpaid Utility Bill
03-117-23-42-0008	\$326.37	\$ 30.00	\$ 356.37	Unpaid Utility Bill
10-117-23-22-0004	\$163.12	\$ 30.00	\$ 193.12	Unpaid Utility Bill
03-117-23-33-0002	\$244.41	\$ 30.00	\$ 274.41	Unpaid Utility Bill
04-117-23-41-0005	\$132.54	\$ 30.00	\$ 162.54	Unpaid Utility Bill
05-117-23-12-0017	\$163.12	\$ 30.00	\$ 193.12	Unpaid Utility Bill
32-118-23-42-0008	\$244.41	\$ 30.00	\$ 274.41	Unpaid Utility Bill
35-118-23-43-0029	\$522.98	\$ 30.00	\$ 552.98	Unpaid Utility Bill
32-118-23-24-0012	\$329.06	\$ 30.00	\$ 359.06	Unpaid Utility Bill
02-117-23-22-0002	\$244.41	\$ 30.00	\$ 274.41	Unpaid Utility Bill
33-118-23-31-0011	\$329.06	\$ 30.00	\$ 359.06	Unpaid Utility Bill
06-117-23-23-0004	\$329.06	\$ 30.00	\$ 359.06	Unpaid Utility Bill
09-117-23-21-0017	\$327.72	\$ 30.00	\$ 357.72	Unpaid Utility Bill
35-118-23-34-0020	\$329.06	\$ 30.00	\$ 359.06	Unpaid Utility Bill
35-118-23-34-0006	\$244.41	\$ 30.00	\$ 274.41	Unpaid Utility Bill
06-117-23-23-0016	\$329.06	\$ 30.00	\$ 359.06	Unpaid Utility Bill
31-118-23-43-0018	\$329.06	\$ 30.00	\$ 359.06	Unpaid Utility Bill
31-118-23-43-0011	\$147.82	\$ 30.00	\$ 177.82	Unpaid Utility Bill
32-118-23-24-0003	\$244.41	\$ 30.00	\$ 274.41	Unpaid Utility Bill
04-117-23-32-0013	\$328.39	\$ 30.00	\$ 358.39	Unpaid Utility Bill
33-118-23-41-0003	\$163.83	\$ 30.00	\$ 193.83	Unpaid Utility Bill
36-118-23-31-0013	\$110.93	\$ 30.00	\$ 140.93	Unpaid Utility Bill
27-118-23-43-0018	\$329.06	\$ 30.00	\$ 359.06	Unpaid Utility Bill
32-118-23-44-0009	\$329.06	\$ 30.00	\$ 359.06	Unpaid Utility Bill
32-118-23-34-0012	\$329.06	\$ 30.00	\$ 359.06	Unpaid Utility Bill
31-118-23-41-0001	\$133.03	\$ 30.00	\$ 163.03	Unpaid Utility Bill
07-117-23-22-0016	\$329.06	\$ 30.00	\$ 359.06	Unpaid Utility Bill

City of Orono
2025 Delinquent Bills
Levy #26173

<u>Tax Parcel</u>	<u>Amount</u>	<u>Fee</u>	<u>Total</u>	<u>Reason</u>
17-117-23-34-0060	\$352.00	\$ 30.00	\$ 382.00	Unpaid Accounts Receivable Invoice
	\$100,854.52	\$3,990.00	\$104,844.52	

Parcel Count

130

**2 Parcels have multiple accounts delinquent.*

AGENDA ITEM



Date: October 27, 2025

Item: 14

Title: Replace HVAC Units - Willow Fire Station

Presenter: Shea Chwialkowski, Interm Fire Chief

Section: City Administrator/Engineer Report

1. **Purpose:**

To replace the original and inoperative rooftop HVAC units at the Willow Fire Station and restore proper heating and cooling essential for firefighter readiness, building longevity, and operational reliability.

2. **Background:**

The HVAC units at the Willow Fire Station are original to the building and have surpassed their service life. Four of the five units have failed and cannot be repaired cost-effectively, while the remaining unit operates intermittently. Replacement is necessary to maintain safe working conditions and protect fire apparatus. This project will restore reliable and efficient climate control at the Willow Fire Station, providing a safe and comfortable environment for personnel, protecting critical firefighting apparatus from temperature-related damage, and ensuring the facility meets current operational and building standards.

The project will be led and managed by the city of Long Lake. Orono's contribution will be in accordance with the current Fire Service contract. The contract allocation formula will require the City to pay for 85% of the cost of the project.

The Orono Fire negotiating team agreed to funding this project under the current contract conditioned on Long Lake approving the Shoreline Fire JPA and associated Leases.

3. **Scope:**

The project includes removal and disposal of the existing five roof top units, installation of five new 5-ton Trane RTUs with low-leak economizers, fabrication and installation of curb adapters, and system start-up, testing, and commissioning.

4. **Cost:**

The LLFD Fire Chief solicited three quotes for the project. Long Lake selected New Century Services to perform the work for a total cost of \$103,983. The City of Orono to fund approximately 85% of the project is \$88,400.

5. **Funding:**

Funding for Orono's portion of the project will be through the Fire Capital Fund.

6. **Staff Recommendation:**

Staff recommends approval of the purchase and installation of five rooftop HVAC for the Willow Fire Station.

COUNCIL ACTION REQUESTED

Motion to authorize Orono funds up to \$88,400 for the purchase and installation of five rooftop HVAC

units for the Willow Fire Station conditioned upon the City of Long Lake Approving the Shoreline Fire JPA and associated Leases.

Exhibits

A. LLFD HVAC Scans



Long Lake Fire Department
340 Willow Drive N
Long Lake MN 55356

We hereby propose to furnish equipment, labor, & materials for the following items:

Remove and dispose of all five existing Trane RTU's and thermostats. Install five curb adaptors, five new Honeywell TH8320 programmable thermostats. Install five new Trane 5YCC4060A1115A RTU's. Connect existing gas lines to new units. Modify existing electrical where necessary to connect to new units. Install low leak economizers, smoke detection monitors and filter racks in new RTU's. Start up new units and check all operations in heating and cooling.

Total payment due to Ditter: \$99,875.00

Warranty: 10 year heat exchanger, 5 year compressor, 1 year parts and labor

Payment terms: 50% down, full balance due on completion

Tim Underhill
Ditter Cooling & Heating
820 Tower Drive
Hamel, MN. 55340
763-452-2484
timu@ditterinc.com

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner According to standard practices. Any alteration or deviation from above specifications involving extra Costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal – The above prices, Specifications and conditions are satisfactory and are hereby Accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Finance charges of 1-1/2% per month may be assessed on over due accounts.

Authorized

Signature: _____ Tim Underhill _____

NOTE: This proposal may be withdrawn by us if not accepted within _____ 10 _____ days.

Customer

Signature: _____

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after The date of the transaction. See attached note of cancellation form.

NOTICE OF RIGHT OF RESCISSION

(Identification of Transaction)

Notice to customer required by Federal Law:

You have entered into a transaction on _____ which may result in a lien, mortgage, or other security on your property. You have legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date or any later date on which all material disclosures required under the Truth of Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on your property arising from this transaction is automatically void. You are entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying:

Ditter Inc.

At

820 Tower Drive

Hamel, MN 55340

(Address of Creditor's Place of Business)

By mail or telegram sent not later than midnight of _____

You may also use any other form of written notice identifying the transaction to the above address not later than that time. This notice may be used for that purpose by dating and signing below:

I hereby cancel this transaction. Customer's Signature _____ Date _____



5500 QUEENS AVENUE NE, OTSEGO, MN 55330
Phone: (763) 416-2732 | Fax: (763) 416-2734



ELECTRICAL
PLUMBING
HEATING & COOLING
HOME IMPROVEMENT

QUOTE

Quote Number:
23109

Work Order Id:

Date:
07/15/2025
Expiration Date:
08/14/2025
Submitted By:
Dusko
Page: 1 of 1

Proposal To:
Long Lake Fire Station #1
340 Willow Dr N
Long Lake MN 55356
12386

Service Location:
Long Lake Fire Station #1
340 Willow Dr N
Long Lake MN 55356
12386

We are pleased to present the replacement quote for five (5) 5T Trane roof top units

Includes:

- *Regular time labor
- *Roof top units (5)
- *Curb adapter and extention
- *Smoke detectors
- *Shipping and receiving
- *Crane and rigging
- *Recycling of old unit
- *Line voltage electrical
- *Control disconnect/reconnect
- *Gas piping disconnect/reconnect
- *Start up
- *Permit
- *One year parts and labor warranty

****NCS WOULD LIKE TO INCLUDE A FREE OF CHARGE PM FOR 2026 IF PM AGREEMENT FOR 2027 IS SIGNED AT THIS TIME****

Excludes:

- *Overtime
- *Emergency replacements
- *Any code upgrades to existing system
- *Industry supply chain price increases

Description

HVAC Labor Regular
Electrical Labor

Truck Charge
5T RTU
Curb Adapter
Permits & Bonds
Gas piping material
Electrical material
Crane Rental
Shipping & Handling
Disposal Fees
Curb extension

Initial: _____

Total

103,983.75



SUBMITTED TO:

**Long Lake Fire Station 1
340 Willow Drive N
Long Lake, MN 55356**

ATTENTION:

Management

JOB NAME:

BO25-657 RTU Replacements

JOB LOCATION:

Station 1

MISCELLANEOUS JOB INFORMATION.

Trane Packaged RTU's 5 Ton Mfg. (2002)

DATE: **10/14/2025**

MHAC is pleased to provide a proposal for HVAC for the above-mentioned project on the plans provided to us. The following items are included in our proposal:

Replace Packaged Gas Electric Roof Top Units

- Disconnect power and remove (5) packaged RTU's
- Furnish and install (5) custom curb adapters
- Furnish and install (5) 5 Ton Trane Roof Top Units
- Furnish and install (5) low leak economizers
- Use of existing unit electrical disconnects
- Extend gas piping and electrical as needed
- Use of existing building automation
- Check, test and start system
- Permits Crane, freight, delivery and tax

Price Not To Exceed NTE \$ 77,000.00

Note: Curb adapter lead time 10-15 working days.

Exclusions:

- Power and control wiring
- Service, repair and warranty of existing equipment
- Plumbing and overtime labor

PAYMENT TO BE MADE AS FOLLOWS: All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

AUTHORIZED SIGNATURE: *Bob Oakes*

Bob Oakes – Project Manager

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE

DATE OF ACCEPTANCE:

AGENDA ITEM



Date: October 27, 2025

Item: 15

Title: Sustainability and Resiliency

Presenter: Adam Edwards, City Administrator / Engineer

Section: City Administrator/Engineer Report

1. **Purpose:**

The purpose of this council item is to summarize the sustainability and resilience activities of the city as briefed during the October 8th special work session and to identify any future actions the city council would like to take in these focus areas.

2. **Background:**

The City Council held a Work Session on October 8th to review current sustainability policies and practices, and to discuss opportunities that focus on sustainability and resiliency throughout the city. Staff presented a high-level overview of current practices.

The Council reviewed the City's current Mission, Vision, and Goals. To aid the discussion, Staff provided a list of commonly used terms (as defined within Minnesota's Climate Action Framework) and identified the partners and agencies who interact with the city on projects and natural systems protections.

Staff provided an overview of the planning goals within the current 2040 Comprehensive Plan that relate to sustainability and resiliency for the future. Staff also highlighted the required elements for the upcoming 2050 Comprehensive Plan Update. This included a review of land use, transportation, wastewater, water supply, surface water management systems as well as create planning goals for parks, climate adaptation/mitigation, and natural systems planning.

Each department head presented a summary of their department's practices for implementing sustainability efforts. This included an overview of the current land use and development regulations, emergency management planning, winter operations (including best practices for salting the streets), facility initiatives, and waste reduction/recycling policies. Every department highlighted staff education on sustainability practices and coordination with other government entities and agencies.

Additional information was provided to highlight active sustainability projects which include the ongoing development of a tree management plan and the kickoff of the 2050 Comprehensive Plan Update. The Council was provided with a list of opportunities and programs for consideration, including energy audits and ordinance examples.

The Council asked questions and provided discussion throughout the presentation. Council discussed the need for public awareness and community education on current sustainability practices. Council also expressed a desire to encourage more volunteer participation to support projects and improvements throughout the city. As a result, staff prepared a communication plan that will regularly promote and highlight the City's sustainability efforts and to provide more resources for residents.

At the work session Council provided direction to staff to bring the briefing information forward to the council meeting for formal acknowledgement and desire to expand public awareness of the city's sustainability and resiliency efforts.

3. **Staff Recommendation:**

I recommend council review the attached resiliency and sustainability communications plan and provide comments or direction.

COUNCIL ACTION REQUESTED

Review and provide direction.

Exhibits

- A. Sustainability Work Session Slides
- B. Sustainability Work Session Minutes
- C. Sustainability Communications Plan



Sustainability and Resiliency Discussion

City of Orono

City Council Work Session | October 8, 2025



Agenda

01 **Mission, Vision, Goals**

02 **Comprehensive Plan**

03 **Current Practices**

04 **Programs and Opportunities**

05 **Discussion**

Mission, Vision, Goals

Mission

The city of Orono will provide effective guidance through public policy established from citizen involvement, by empowering staff to implement best practices to prepare Orono for any challenges of the future and by ensuring a positive customer experience, superior municipal services and provide a safe community for the residents, businesses and customers to live, work and play in.

Vision

To be the residential community of choice and remain widely recognized for its preservation of natural rural beauty, quality of life, and recreational assets.

Goals

- To provide consistent high levels of customer service to our residents and balance the enforcement of city codes
- To maintain sustainable funding for infrastructure while maintaining a stable tax levy
- To create a culture of continuous improvement by providing efficient and reliable government services
- To adopt best practices into city processes to ensure high-quality services are provided in an ever-changing environment

Common Terms: MN Climate Action Framework

- **Sustainability:** Creating and maintaining the conditions under which humans and nature can exist in productive harmony to support present and future generations.
- **Resilience (to climate change):** The capacity of individuals, communities, businesses, buildings, infrastructure or the natural environment to prevent, withstand, respond to, and recover from disruptive events and continue to perform despite persistent stresses imposed by climate change. Both mitigation and adaptation are necessary for long-term resilience.
- **Adaptation:** Taking action to prepare for and adjust to both the current and projected impacts from climate change. For both natural and built systems, humans may intervene to help adjustment.
- **Mitigation (of climate change):** A human intervention to reduce emissions or enhance the removal of a greenhouse gas from the atmosphere (e.g., through carbon sequestration in plants)
- **Renewable energy:** collected from resources that are naturally replenished on a human timescale. Examples include wind, wood, solar, hydropower, and geothermal energy.
- **Equity:** The proactive reinforcement of policies, practices, attitudes and actions that produce fairness in power, access, opportunities, treatment, impacts and outcomes for all.

2040 Comprehensive Plan: Orono Planning Goals



1. **Protect and preserve Lake Minnetonka, and all Lakes and natural resources, its water quality, and its recreational assets.** This goal includes preservation of the associated marshes, wetlands and natural drainageways as the primary, most practical and cost efficient method of preventing flooding and of filtering out the nutrient pollution from stormwater runoff. Maintaining a low-density rural area away from the lake, and managing the quality of runoff that flows directly to the lake, are important elements of this goal.
2. Maintain our **local character** and identity (strong neighborhoods, **preponderance of wildlife, open spaces, lakes, and wetlands**).
3. Protect and preserve our **natural resources** including all lakes, creeks, marshes, wetlands, woodlands, groundwater and steep slopes.
4. Preserve **open space**, light, air, and solar access for all citizens while maintaining night sky.
5. Protect the **general public health**, safety and welfare through the development of ordinances, policies, and infrastructure that provides safe, efficient streets and neighborhoods, transportation alternatives, parks and opens spaces.
6. **Guide investment** and reinvestment in the City at **densities consistent with environmental protection** and the planned land use pattern.

2050: NEW Required Plan Elements

1. Land Use

- a) Density, Land Use classification, Identify Aggregate Resource, Solar Resource Protections,

2. Housing

- a) Housing assessment, Accessible Housing, Growth Management Projections

3. Transportation

- a) Variety of Transit options, Trails Planning, Biking and Pedestrian Accessibility, Acknowledgement of GHG Reduction Goals

4. Wastewater

5. Water Supply

6. Surface Water

7. Parks

- a) Regional Park and Trail Systems, Connectivity of Green Space and Corridors, Park CIP Planning

8. Climate

- a) Climate Mitigation
- b) Climate Adaptation

9. Natural Systems

- a) Identify Natural systems including water and terrestrial bodies, identify protective areas, Protective strategies and goals



IMAGINE²⁰⁵⁰

the region's plan for an equitable and resilient future

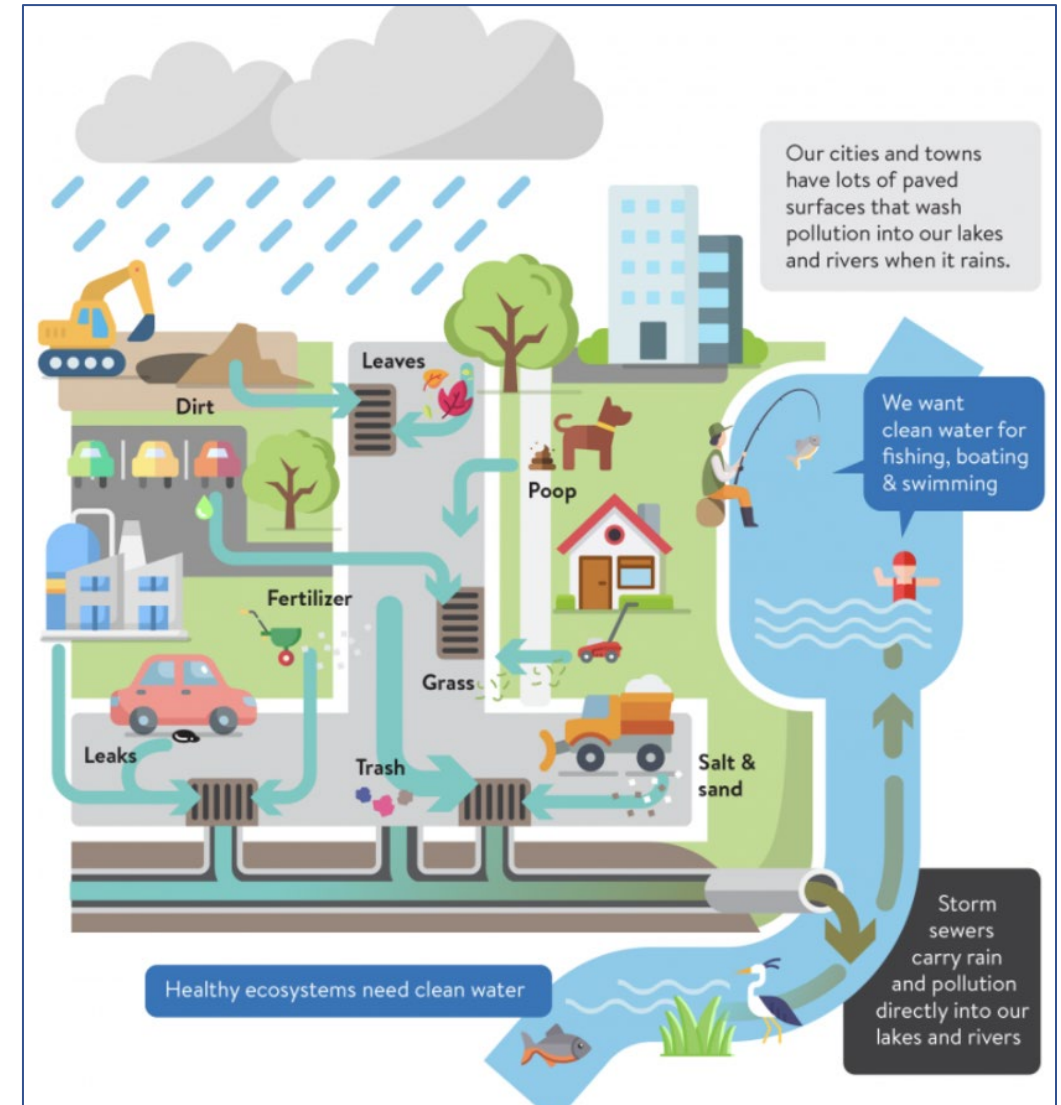


Current Practices

Surface Water Management

■ Surface Water Management Plan Requirements

1. Protect, preserve, and use natural surface and groundwater storage and retention systems
2. Minimize public capital expenditures needed to correct flooding and water quality problems
3. Identify and plan for means to effectively protect and improve surface and groundwater quality
4. Establish more uniform local policies and official controls for surface and groundwater management
5. Prevent erosion of soil into surface water systems
6. Promote groundwater recharge
7. Protect and enhance fish and wildlife habitat and water recreational facilities
8. Secure the other benefits associated with the proper management of surface and groundwater.



Surface Water Management

- **U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)** The NPDES program, the Impaired Waters List, and the Nondegradation Review are all the result of the Clean Water Act, administered by the EPA.
- **U.S. ARMY CORPS OF ENGINEERS (USACE)** Under Section 404 of the Clean Water Act, including subsequent modifications, the EPA and the USACE regulate the placement of fill into all wetlands
- **FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)** federal disaster mitigation and relief programs, including the National Flood Insurance Program (NFIP)
- **STATE BOARD OF SOIL AND WATER RESOURCES (BWSR)** The BWSR works through local government agencies to implement Minnesota's water and soil conservation policies.
- **MINNESOTA POLLUTION CONTROL AGENCY (MPCA)** responsible for monitoring environmental quality and enforcing environmental regulations to protect the land, air and water.
- **MINNESOTA DEPARTMENT OF NATURAL RESOURCES (DNR)** The Division of Waters administers programs in lake management, shoreland management, dam safety, floodplain management, wild and scenic rivers, the Public Waters Inventory (PWI), and permitting of development activity within public waters.
- **MINNESOTA DEPARTMENT OF HEALTH (MDH)** public health, including implementation of the Safe Drinking Water Act.
- **METROPOLITAN COUNCIL** manages public transit, housing programs, wastewater collection and treatment, regional parks, and regional water resources.
- **MINNEHAHA CREEK WATERSHED DISTRICT (MCWD)** broad authority to regulate land use planning, flood control and conservation issues
- **CITY OF ORONO** Regulates Land use through Ordinance; Maintains city infrastructure.

Official Control	Responsibility	Mechanism
Erosion and Sediment Control	City, MCWD	- NPDES MS4 Permit – Orono Stormwater Pollution Prevention Program (SWPPP) - NPDES Construction Permit - NPDES Multi-Sector Permit - Orono City Code: Chapter 79 – Construction Site Runoff Control. Building Permits incorporate Chapter 79 requirements. - MCWD Erosion Control Rule
Shoreland	City, MCWD	- Orono City Code: Chapter 78. Article IX – Shoreland Management - MCWD Shoreline and Streambank Stabilization Rule
Floodplain	City, MCWD, DNR	- Orono City Code: Chapter 78. Article VIII – Floodplain Management - MCWD Floodplain Alteration Rule
Wetlands	DNR, USACE, and Technical Evaluation Panel (TEP) Members: BWSR & MCWD or HCD	- Orono City Code: Chapter 78. Article XI – Wetlands Protection - MCWD Wetland Protection Rule - Wetland Conservation Act – MCWD is LGU
Illicit Discharge	City	- Orono City Code: Chapter 14. Article III. Division 5. Subdivision 5 – Stormwater Illicit Discharge and Illicit Connection - MS4 Permit – SWPPP Illicit Discharge Detection and Elimination Program - MCWD Illicit Discharge Rule
Stormwater Runoff Management	City, MCWD	- NPDES Construction Permit - NPDES Multi-Sector Permit - Orono City Code: Chapter 78. Article X. Division 6. Section 78-1579 – Drainage - MCWD Stormwater Management Rule - MCWD Waterbody Crossings and Structures Rule
Groundwater	City, MCWD, MDH	- Orono Wellhead Protection Plan - MCWD Appropriations Rule
Dredging	MPCA, MCWD, DNR, USACE	- NPDES Construction Permit - MPCA – Managing Dredge Materials and Managing Stormwater Sediments - MCWD Dredging Rule
Natural Area Preservation	City	Orono City Code: Chapter 78. Article XII – Conservation Design



Land Use

■ Guiding Documents

- Mission, Vision, Goal, Comprehensive Plan

■ Land Use Regulations

- Zoning, Floodplain, Shoreland, Wetland, Conservation Design, Hardcover, Stormwater Pollution Prevention, Development/Subdivision

■ Additional Regulations

- Solid Waste regulations, Environmental, Septic Systems

■ Permitting

- Digital permitting (eliminated paper plans, created uniform access to public records), review and verify erosion control measures

■ Coordination with other agencies

- MCWD, LMCD, Hennepin County, BWSR, DNR, Met Council

■ Department Trainings

- Members of Sustainable Land Use Coalition, Participates on Monthly Trainings from DNR and Hennepin County for sustainability and resiliency topic, American Planning Association, Septic Certification, Department of Labor and Industry Training



Public Works

■ Brush Site

- Repurposes brush, logs, leaves, and grass clippings into mulch and blended organic soil for landscaping projects. This helps keep debris, pollutants, and pesticides out of the storm sewer system, reducing impacts on our lakes and streams.

■ Clean Up Days

- Reduces roadside debris from illegal dumping and partners with agencies to repurpose items such as appliances, bikes, and gently used construction materials. Scrap metal is melted down and reused in the creation of new products.

■ Winter Operations

- Conducts roadway brining, salting, and plowing operations. Staff attend annual winter maintenance and salt application training, and all equipment is calibrated each year. These practices reduce salt use while keeping roadways, sidewalks, and trails safe in accordance with best management practices.

■ Right of Way Sweeping

- In 2024, collected 25 pounds of phosphorus and 41 cubic yards of debris through regular sweeping. Crews sweep throughout the year, focusing on known trouble spots. Weather events often bring leaves and twigs into streets, storm basins, and curbs, requiring follow-up cleanings to keep systems clear.

■ Water and Sewer Utilities

- Implements the Wellhead Protection Plan, establishing protection zones around drinking water wells. Performs annual water leak surveys, fire hydrant and lift station inspections, and underground infrastructure assessments to reduce leaks and prevent environmental contamination.

■ Stormwater Preventive Maintenance

- Completed 298 stormwater inspections in 2025 to identify areas needing cleaning or repair, helping to reduce pollutants entering local waterways.



Engineering

■ Development and Permit Grading Review

- Ensure Compliance with City Code and MS4 permit
- Development Erosion Control Inspections

■ Surface Water Management Plan

- Separate slides

■ MS4 Permit (Municipal Separate Storm Sewer System)

- Public Education and Outreach
- Public Participation and Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Storm Water Runoff Control
- Post-Construction Storm Water Management
- Pollution Prevention and Good Housekeeping for Municipal Operations

■ Capital Improvement Planning for City Infrastructure

- Integrations of water quality / stormwater management into Transportation projects
- Integration of water quality / stormwater management into Parks and Facilities projects
- Develop, plan and execute Stormwater improvement projects
- Inflow and Infiltration reduction work for Sanitary sewer system
- Preventive maintenance projects (Streets, Utilities, Infrastructure)

■ Standards and Development

- All- City Standard Plates
- Streets – MnDOT Standards Specification
- Utilities – CEAM Specifications
- Stormwater – MPCA Stormwater Manual
- MN American Public Works Association (APWA)
- City Engineer Association of Minnesota (CEAM)
- UofM Stormwater design Certification
- Mn Rural Water Association (MRWA)
- Mn Cities Stormwater Coalition (MCSC)

Parks / Facilities

■ Assessment and Inventory of Resources

- Create and maintain an inventory of natural resources, park and facility assets, including trails, sport fields, natural areas and lake access points allowing us to prioritize high-value natural areas and focus resources where they gain the most conservation value.

■ Winter Operations

- Staff is sent to winter maintenance and salting training, making sure the correct equipment and that it is maintained to reduce our quantity of salt, but still ensure sidewalks and trails safe and in line with best management practices.

■ Mowing and Landscape

- Keep park areas and trails as natural as possible, which include less frequent mowing zones, pollinator-friendly planting beds, compost use, and low-maintenance native planting. Use native plants when replacing or installing new vegetation. Remove and replace invasive species, follow post removal monitoring and native re-establishment.

■ Facility Operations

- Monitor park buildings for efficiency upgrades, (LEDs, HVAC maintenance) solar for PW works building. Public Works building is also equipped with LED lights, motion sensor lights and qualified for energy rebates based on it's sustainable construction. Custodian staff trained in cleaning chemical use and use natural products when possible.

■ Park Operations

- Follow DNR and Community Forestry best practices for tree planting, and long term canopy health. This includes species selection, inventorying, and routine maintenance. Reduce fertilizer/pesticide use and maintain right size irrigated turf for water use reduction. Staff is trained in pesticide application and limit it's use when not necessary, use limited to golf course and athletic fields. Buy low-toxicity products, durable recycled materials for benches/play structures, and prioritize local contractors.

■ Engage Community and Partners

- Use Park Commission and volunteers to help with native gardens, adopt-a-park measures, park monitoring. Provide public education through clear signage at parks and through social media and newsletter.



Emergency Services

■ Emergency Management Coordination

- Emergency Management Plans, HC Emergency Management State and Federal Partners (FEMA Recovery)
- Certified as a Emergency Manager – MN HSEM, Board Chair with HCEM – UASI/LETP Funding

■ Education and Outreach

- Hunter Safety, Drivers Ed, Crime Prevention Discussions (Gillespie, Senior Centers etc.)

■ Drug Take Back

- Reduces access to prescription drugs, reduces contamination to water sources due to improper disposal. Provides drug disposal bags for smaller amounts.

■ Deer Management/ Pest Control

- Bow Hunter, arial surveys (Three Rivers), trapping permits for beaver/coyotes and other pests if damaging property. No natural predators. Suburban area with large areas of woods and marshes. Residents move to the area to be part of nature.

■ Electric Vehicles

- Continuing evaluating the use of electric vehicle for patrol use. Considering the pros/cons(cost, battery life, charging and cold weather).

■ Training and Development

- Recruitment at colleges and High School job fairs
- CADET program

Administration

■ Waste Reduction

- One-hauler system for single-sort provides access to all residents, improves diversion from landfills, streamlines cost and operations.
- Organics drop-off free to all residents; future transition to curbside collection to strengthen environmental responsibility and social equity.

■ Digital Presence

- Open meetings, online engagement and public record access reduces paper, ensures continuity during disruptions

■ Absentee Voting

- Provides access to all eligible voters, fosters lower emissions, congestion, and strengthens inclusivity, social sustainability

■ Communications Strategy

- Builds awareness, promotes behavior change, strengthens preparedness & response, supports community engagement, documents success, reinforces institutional continuity.

■ Policy Implementation

- Ordinances, contracts, policies are properly recorded and enforced, supporting environmental, social, and economic sustainability.

■ Staff Development

- Support prepared workforce through training that extends beyond current needs, fostering economic sustainability.



Programs and Opportunities

Current Projects

■ TREE MANAGEMENT PLAN

- Tree Inventory completed in 2025
- Form committee and define goals and objectives 2025
- Develop tree planting strategy 2025/2026
 - Selection of native and climate-resilient tree species, planting priorities, develop best practices for soil prep, spacing and watering.
- Collaborate with county and state government, environmental groups, residents, universities and local businesses.
 - Secure funding through grants, collaborate with sponsors and non-profits, incentives or guidelines for residents to plant and maintain trees.
- Maintenance and Sustainability
 - Develop long-term care plan, pruning, watering disease control. Train staff, volunteers and public on proper tree care techniques. Establish tree protection policies for construction and development.
- Monitoring and Evaluation
 - Regularly track tree survival and growth rates, assess environmental benefits use date-driven analysis, adjust policies and strategies based on findings.

■ 2050 COMPREHENSIVE PLAN UPDATE

- Kickoff in 2025
- Public Input and Sub-committee 2026
 - Review and Update current Comp Plan Goals
- Review and Redline 2026/2027
 - Update Chapter by Chapter to follow forecasting and policy Goals
- Publish for Review and Public Comment 2028
 - The draft plan is published for public comment and shared and affected and adjacent jurisdictions: 6 Month Process
- Submit Final 2050 Update 2028

Opportunities

■ EXISTING PROGRAMS AND EXAMPLES

- Recognition/ certification – Green Step Cities

Minnesota GreenStep Cities & Tribal Nations is a voluntary challenge, assistance and **recognition** program to help communities achieve their sustainability and quality-of-life goals. It is based upon a menu of 29 optional best practices.

- Energy Audits – Xcel Energy Partners in Energy

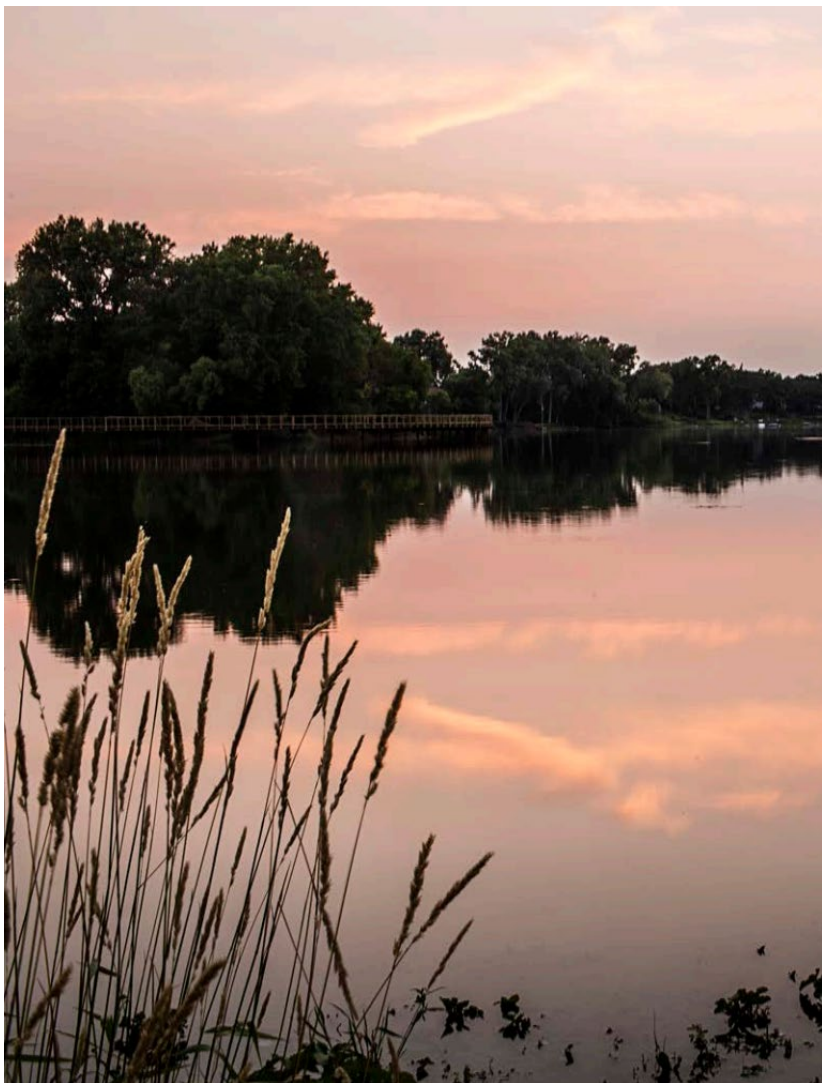
The program offerings include support to develop an energy action plan or electric vehicle plan, tools to help implement your plan

- Studies – Climate Action and Sustainability Studies

- [City Operation Resilience Plan](#) Wayzata- June 2025
- [Climate Action and Adaptation Plan](#) Minnetonka- April 2024
- [Climate Action and Resiliency Plan](#) Plymouth- In Development
- [Climate Action Plan](#) Hennepin County – May 2021

■ POLICY AND ORDINANCE EXAMPLES

- Tree Preservation Ordinance- Consider an ordinance that prioritizes tree preservation and the tree canopy. The scope could be at time of subdivision development or for individual homeowners to follow
- Landscaping Ordinance- Consider creating specific landscaping requirements for sensitive areas. Consider creating a resource guide for best practices (Blue Thumb)
- Open Space Ordinance- Consider a regulation that requires the creation of open space or conservation easements at time of subdivision
- Steep Slope Ordinance- Additional protections on sensitive natural features.



Partners

- Minnehaha Creek Watershed District
- Hennepin County
 - Emergency Services, Transportation, Environmental Service, Public Works, HCRRA
- MN Department of Natural Resources
- Board of Soil and Water
- US Army Corps of Engineers
- Lake Minnetonka Conservation District
- Metropolitan Council
- Three Rivers Park District
- American Public Works Assoc. (APWA)
- Minnesota Rural Water Assoc.
- American Water Works Assoc.
- School Districts (Orono, Westonka)

Discussion Questions



1. What is the Council's Resiliency and Sustainability Vision?
 - a) Desired Outcomes?
 - b) Goals?
2. How does the Council want to incorporate the sustainability and resiliency with upcoming Comp Plan Update?
 - a) Establish separate committee/ working group to establish sustainability and resiliency goals?
 - b) Set up series of sustainability and resiliency council work session in 2026 and 27?
3. Outside the Comp Plan what sustainability and resiliency initiatives does the council wish to undertake?
 - a) What does the Council want to prioritize (fund)?
 - b) Focus Partners?



Thank You

Resources and References

- [MN Climate Framework](#)
- [Dept of Ag- Conservation Programs](#)
- [Center for Energy and Environment- Municipal Sustainable Building Policies](#)
- [MCWD- Climate Action Framework](#)
- [Hennepin County- Climate Action](#)
- [DNR- Nurture Nature](#)
- [BWSR- Climate Change Trends and Action Plan 2022](#)
- [Blue Thumb](#) - Landscape Planting Best Practices and education
 - Lawns of Legumes



Minutes
City Council Work Session
Wednesday, October 8, 2025, 9:00 AM
City Council Chambers | 2780 Kelley Parkway, Orono, MN 55356

ROLL CALL

Council members present: Mayor Bob Tunheim, Alisa Benson, Jacqueline Ricks, Steve Persian, Jon Schwingler.

Staff present: City Administrator Adam Edwards, Police Chief Correy Farniok, Community Development Director Laura Oakden, Parks and Facilities Superintendent Joe Ruthenberg, Public Works Superintendent DJ Goman, City Clerk Christine Lusian, Planners Melanie Curtis and Matt Kearney, Communications Specialist Rachel Cotter.

SUSTAINABILITY & RESILIENCY

Staff provided an overview demonstrating how sustainability and resiliency are integrated into the city's daily operations and embedded within services, policies, and community engagement rather than treated as separate initiatives. The city's mission and goals, unchanged since 2017, continue to guide this work. Discussion covered capital improvement planning, comprehensive plan updates (including new 2050 requirements), and surface water management, along with coordination among partner agencies such as the EPA, USACE, FEMA, BWSR, MDH, MCWD, MPCA, and DNR.

City operations address current needs while planning for long-term stability and opportunity. Ongoing efforts include environmental and infrastructure improvements, policy implementation, permitting, grant-supported projects, emergency management, nuisance animal control, medication disposal, facility efficiency, stormwater inspections, salt-use tracking and reduction, balancing road safety with lake health, preventative maintenance, native plantings, waste reduction and diversion, digital presence, and election administration. Continuous training and development across elected officials, appointed members, and staff strengthen leadership, workforce, and service delivery.

The council recognized that as community needs and challenges evolve, the city is well positioned to respond effectively. They expressed support for current actions, appreciation for the scope of existing work, and a desire to expand public awareness. The council emphasized more visible communication through newsletters, social media, volunteer engagement, and potentially forming new committees or focus groups to advance sustainability outreach. Direction was given to continue integrating initiatives into the comprehensive plan, intentionally share progress and successes through public education and awareness campaigns, and present any new strategies to the council for consideration.

ADJOURNMENT

Work session ended at 11:25 a.m.

ATTEST:

CITY COUNCIL

Christine Lusian, City Clerk

Bob Tunheim, Mayor



City of Orono Sustainability Communications Plan

Timeframe: November 2025 – October 2026

Goal: Promote awareness, education, and participation in sustainability efforts through timely, seasonal messaging and community engagement. Coordinate consistent communication that supports city sustainability and resiliency initiatives, aligns with the comp plan, and engages residents, staff, and partners.

Key Objectives

1. Promote Engagement- Encourage small, practical steps residents can take year-round.
2. Build Awareness- Educate the community on local environmental initiatives (pollinator habitats, native plantings, stormwater management).
3. Document Progress- Strengthen Orono's brand as a clean, green, and community-minded city.
4. Foster Collaboration- Increase resident and partner participation in sustainability programs (organics recycling, cleanup events, etc.).

Target Audiences

- Residents, to include Council and Commissions
- Partners, to include schools, local community groups, etc
- Environmental organizations and volunteers

Primary Communication Channels

- City of Orono Website
- Facebook & Instagram posts (graphics + short video clips)
- Happenings Newsletter (Every other month)
- Community event materials (signs, flyers, booths)
- Partnerships (Orono Schools, scouts, local environmental groups, etc.)
- Public Meeting Updates
- Press Releases (major milestones and awards)

Month-by-Month Plan

Month	Theme & Focus	Key Messages	Content Ideas & Channels
November 2025	<i>Sustainable Seasons Begin</i>	Share simple winter prep tips.	Social posts on salt use dos/don'ts , and winter energy savings.
December 2025	<i>Reduce & Reuse Holidays</i>	Encourage waste reduction and mindful gifting.	"Green Holiday Guide" social posts; tip sheet on wrapping alternatives; remind residents about recycling rules for boxes/lights and Xmas Trees.
January 2026	<i>New Year, Greener You</i>	Promote resolutions that support sustainability.	"3 Sustainable Habits for 2026" campaign; spotlight organics recycling signup; short video from Mayor/Staff about the year's sustainability vision?
February 2026	<i>Love Your Planet</i>	Focus on small daily actions that reduce energy/waste.	"Eco Love Notes" social series (quick tips); highlight snow removal & storm drain awareness .
March 2026	<i>Ready for Renewal</i>	Prep for spring: lawn care, stormwater protection, tree care.	Spring prep checklist; promote; newsletter feature on native landscaping. Yard and Lawn Management .
April 2026	<i>Earth Month & Arbor Day</i>	Celebrate Earth Day , trees, and the Mayor's Monarch Pledge .	Event coverage; video or post on tree planting and pollinators; encourage residents to pledge pollinator actions; cross-promotion with schools.
May 2026	<i>Community Clean Up & Green Up</i>	Promote Spring Cleanup event and pollinator garden prep.	Strong push on cleanup event (social, web, newsletter); highlight compost/organics recycling; feature volunteer photos. Residential Best Practices .
June 2026	<i>Pollinator Month</i>	Celebrate Pollinator Week (June 22–28); promote native plants.	Monarch Pledge updates; pollinator garden spotlights; social media challenge ("Show Us Your Pollinator Plants").
July 2026	<i>Keep It Clean: Lakes & Lawns</i>	Protect water quality through smart lawn care.	"Only Rain Down the Drain" posts ; 4th of July tie-in ("Keep Our Lakes Sparkling"). Illicit discharge recognition .
August 2026	<i>Energy & Efficiency</i>	Encourage smart cooling and home energy use.	Simple energy-saving graphics
September 2026	<i>Fall Cleanup & Recycling Refresh</i>	Promote Fall Cleanup event and recycling best practices.	Event posts and flyers; recycling reminders (hazardous waste, leaves, yard debris); pet waste reminder . Recap with cleanup stats.
October 2026	<i>Fall & Leaf Care</i>	Educate residents on sustainable leaf disposal, composting, and seasonal yard care.	infographic on compost vs. yard waste; storm drain protection tips ; newsletter feature on fall yard prep.

[Blue items](#) are a part of the Storm Water Pollution Prevention Program (SWPPP)