

**CITY OF CIRCLE PINES, MINNESOTA
REGULAR CITY COUNCIL MEETING**

**May 26, 2020
7:00 P.M.**

AGENDA

1. Call to Order
2. Roll Call

*Dave Bartholomay, Mayor
Matt Percy, Council Member
Jennifer Rauner, Council Member
Dean Goldberg, Council Member
Steve McChesney, Council Member
Patrick Antonen, City Administrator*

3. Setting of Agenda **Note:** Consent Agenda items will be acted on with one motion unless a council member requests their placement on the regular agenda -
4.
 - a. Taxpayer Comments
 - b. Council Member Comments
 - c. Mayor Comments
 - d. COVID-19 Update

5. COMMITTEE REPORTS

- a. Utilities Commission
- b.

6. COUNCIL BUSINESS

- a. Consent Agenda

Item

Action

- | | |
|--|---------|
| 1. Minutes - 05/12/20 Regular Council Meeting (Enclosed) | Approve |
| 2. General Fund Disbursements (Enclosed) | Approve |
| 3. Police Disbursements (Enclosed) | Approve |
| 4. Fire Disbursements (Presented at Meeting) | Approve |
| 5. | Approve |

Council Action _____

- b. Resolution No. 2020-10 HRA Authorizing Execution of Tax Increment Pledge Agreement (Memo)

Council Action _____

- c. Resolution No. 2020-09 Establishing Precinct and Polling Locations for 2020 Election Year (Memo)

Council Action _____

- d. Strategic Planning and Economic Development Consulting Agreement (Memo)

Council Action _____

- e. _____

Council Action _____

7. **ADJOURNMENT**

**CITY OF CIRCLE PINES, MINNESOTA
REGULAR CITY COUNCIL MEETING**

**Tuesday, May 12, 2020
7:00 p.m.**

1. CALL TO ORDER

Mayor Bartholomay called the meeting to order at 7:00 p.m. He noted the meeting is being conducted via online video means pursuant to Minnesota Statutes Section 13D.021.

2. ROLL CALL

Also present via video conferencing were Council Members McChesney, Goldberg, Rauner and Percy. City Administrator Antonen was present in Circle Pines city council chambers and participating via video conferencing.

3. SETTING OF AGENDA

Mayor Bartholomay noted the topic for the work session is economic development. City Administrator Antonen mentioned that a COVID-19 update will follow Mayor's Comments.

4. COMMENTS

a. Taxpayer Comments

It was noted there were no audience members present in council chambers.

b. Council Member Comments

There were no council member comments.

c. Mayor Comments

Mayor Bartholomay commented on the following:

- 2020 street project update from city administrator
- COVID-19 impacts on schools and students
- Loss of common traditions for funerals

COVID-19 Update

City Administrator Antonen commented staff has reviewed access to playgrounds and is taping off the playgrounds but the caution tape is not lasting. He said it was decided to use more signage and less tape. Antonen reported nets have been put up at tennis and pickle ball courts and encouraged parks users to maintain social distance while enjoying the outdoors.

Antonen said staff is analyzing a plan for reopening city hall, staff is back to work and there are plans to look at a remodel of the office to create more social distancing. He said absentee balloting for the primary starts in June so that is also a consideration in these plans. Antonen noted the building was built in 1986 with only one remodel since then.

Bartholomay suggested the proposed changes be looked at on two levels – this year (short term) and also long term. He suggested also looking at structural maintenance needs. Antonen added that the Utilities Commission is also looking at a solar option for the roof.

5. COMMITTEE REPORTS

a. Police Governing Board

Mayor Bartholomay reported the board met last night via video conferencing and business included recognition of lifesaving awards, presentation of the audit, approval of minutes and financials, and receipt of the operations committee report. He said an update was also given on the search process for a police chief due to the upcoming retirement of Chief Coan, and the board also received the police chief's report. Bartholomay said the chief will give a summary of that report at a future council meeting.

Antonen mentioned he just received a reply to a message to the city engineer regarding the street project about a pedestrian ramp at South Drive and Pine Drive. He said street surface reclamation was extended on Pine Drive to past South Drive, so an ADA ramp could be placed there.

6. COUNCIL BUSINESS

a. Consent Agenda

Items included:

1. Minutes – 04/28/20 Regular Council Meeting
2. General Fund Disbursements
3. Police Disbursements
4. Fire Disbursements

5. Licenses

MOTION: Percy moved, seconded by McChesney, to approve the Consent Agenda as presented.

Motion carried by Roll Call Vote of 5 Ayes and 0 Nays.

b. Resolution No. 2020-06 Issuance and Sale of GO Bonds 2020A

Mayor Bartholomay commented these are the bonds for the street project.

City Administrator Antonen reported the bond sale took place this morning and Nick Anhut, Senior Municipal Advisor from Ehlers, is joining this meeting via video conferencing.

Anhut shared a PowerPoint presentation on the bond sale that was approximately \$7.5 million total, including about \$5 million for street and utility improvements and about \$2.5 million for refinancing existing debt that was originally issued in 2012 with higher interest rates than today. He said the \$5 million for the new project is planned to be paid from a variety of sources, including a tax levy, special assessments against benefitting property owners, and about \$2.5 million paid from utilities related to the project.

Anhut said last month he, the city administrator and finance director had a discussion with Standard & Poors, and an AA+ rating was affirmed - the second highest rating offered. He reported there were five bids and the low bidder was First Horizon National (FHN) Financial Capital Markets at a near 1.5 percent interest rate. He said with this bid, the city is able to reduce the size of the principal balance to just under \$6.9 million.

Anhut further explained the rates, as applied to both the utility and levy portion of the new project bonds, are extremely beneficial to roughly \$10,000 in levy savings per year and about \$15,000 in savings per year for utilities. He said with refinancing of existing debt, there is a reduction in interest expense of over \$100,000 and an overall 4.2 percent savings.

Anhut said the resolution provides for the issuance of bonds and awards the sale based on the bids and Ehlers is recommending an award to FHN with an adjusted amount of \$6,880,000.

Bartholomay thanked Anhut and Ehlers, the city administrator and finance director for their efforts in this process and commented on the benefits to the city.

Council Member Percy commented the interest rate is beyond what was anticipated and it shows there are bid payoffs when you have a plan like the

city has been executing on for the past 12 to 15 years with the construction cycle for streets. Bartholomay noted there is one more street project in two years in a process that started in 2006.

Anhut said the guidance and policies established by the city and having a plan that builds consensus and sets a direction allows a city to implement strategies over many years provides positive benefits and a level of confidence in the direction the city is going in. He said bond companies ask about those things in deciding if a city is worth investing in.

Antonen noted there will be an additional action at the next council meeting as the TIF part of this bond is actually connected to the Housing and Redevelopment Authority (HRA), which is the city council. Anhut explained the HRA is the administrator of the TIF district and the actual revenues, so those revenues are pledged to the repayment of the 2012 bonds, and the council needs to affirm that the revenues will continue to be pledged to the repayment of the new refinancing. He said there will be a short resolution presented for this action that needs to happen before the closing date early in June.

MOTION: Percy moved, seconded by Rauner, to approve **Resolution No. 2020-06** providing for the issuance and awarding the sale of \$6,880,000 General Obligation Bonds, Series 2020A; pledging for the security thereof special assessments, tax increments and net revenues and levying a tax for payment thereof.

Motion carried by Roll Call Vote of 5 Ayes and 0 Nays.

c. Resolution No. 2020-07 Amending the Joint and Cooperative Agreement for the North Metro Telecommunications Commission

City Administrator Antonen commented many of the changes are clerical, and the big change is about the utilization of PEG fees that we are able to use to pay bonds that were for the HD upgrade for North Metro TV. Antonen said other member cities of Blaine, Centerville, Ham Lake and Lino Lakes have already passed this resolution.

MOTION: McChesney moved, seconded by Rauner, to approve **Resolution No. 2020-07**, a Resolution Amending the Joint and Cooperative Agreement for the North Metro Telecommunications Commission.

Motion carried by Roll Call Vote of 5 Ayes and 0 Nays.

d. Resolution No. 2020-08 in Support of Community Television

Mayor Bartholomay commented this resolution is in support of protecting the Community Television Act.

City Administrator Antonen explained the request is from North Metro TV asking for support for protecting of the Community Television Act. He said recently there has been an FCC determination that has very negatively affected local community television, so basically this resolution reaffirms the city's support for community television and how the current franchise fees have been spent over the last 35 years.

Council Member Percy asked if the Community Television Act has enough support to pass in Congress. Antonen said he is not sure as Congress is currently focused on getting the nation back to work but hopefully it will gain traction.

MOTION: Percy moved, seconded by Goldberg, to approve **Resolution No. 2020-08**, a Resolution in Support of the Protecting Community Television Act.

Motion carried by Roll Call Vote of 5 Ayes and 0 Nays.

e. Pay Voucher No. 1 – 2020 Street Reconstruction Project

Mayor Bartholomay commented that when the bills come in, the city engineers and project observer review them to make sure the work has been completed to that point.

City Administrator Antonen explained the voucher is for \$472,794.75 and the majority of it, just over half, is for materials on hand that are onsite now.

Council Member Percy asked if the recent dry weather has helped with the progress so far. Antonen said it has as the gas portion of the project was started earlier than usual with the hope of completing that portion by the end of May.

Council Member McChesney commented that contractors are working until 8:30 p.m. and asked if that is typical. Antonen said it is and they try to get as much work as possible done early in the year when they're fresh. He said you usually don't see them there that late as the project goes on. It was noted that hours of operation are 7 a.m. to 9 p.m. weekdays and different hours on Saturday and Sunday. Bartholomay requested an email to the council showing those hours.

MOTION: Rauner moved, seconded by McChesney, to approve Pay Voucher No. 1 for the 2020 Street and Utility Improvement Project in the amount of \$472,794.75.

Motion carried by Roll Call Vote of 5 Ayes and 0 Nays.

7. **ADJOURN TO WORK SESSION**

MOTION: Rauner moved, seconded by Goldberg, to adjourn to work session at 8:00 p.m.

Motion carried by Roll Call Vote of 5 Ayes and 0 Nays.

Mayor

Clerk

CITY OF CIRCLE PINES

Invoice Register - Board Report
 Input Dates: 5/13/2020 - 5/20/2020

Page: 1
 May 21, 2020 11:21AM

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Per
05/15/2020						
40326 DELTA DENTAL OF MN						
050620	1	Invoice	MAY DENTAL	05/06/2020	617.50	05/20
Total 050620:					617.50	
Total 40326 DELTA DENTAL OF MN:					617.50	
Total 05/15/2020:					617.50	

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Per
05/18/2020						
30545 CERTIFIED LABORATORIES						
3947049	1	Invoice	Free Aerosol	05/26/2020	19.05	05/20
3947049	2	Invoice	Free Aerosol	05/26/2020	28.58	05/20
Total 3947049:					47.63	
Total 30545 CERTIFIED LABORATORIES:					47.63	
31137 CONNEXUS ENERGY						
52620	1	Invoice	April. Electric	05/26/2020	114.39	05/20
52620	2	Invoice	April. Electric	05/26/2020	370.99	05/20
52620	3	Invoice	April. Electric	05/26/2020	72.10	05/20
52620	4	Invoice	April. Electric	05/26/2020	72.10	05/20
52620	5	Invoice	April. Electric	05/26/2020	360.21	05/20
52620	6	Invoice	April. Electric	05/26/2020	1,368.96	05/20
Total 52620:					2,358.75	
Total 31137 CONNEXUS ENERGY:					2,358.75	
90200 INNOVATIVE OFFICE SOLUTION,LLC						
IN2970852	1	Invoice	Bleach- Covid 19	05/26/2020	22.22	05/20
Total IN2970852:					22.22	
IN2971647	1	Invoice	Toner	05/26/2020	13.16	05/20
IN2971647	2	Invoice	Toner	05/26/2020	315.73	05/20
Total IN2971647:					328.89	
Total 90200 INNOVATIVE OFFICE SOLUTION,LLC:					351.11	
140750 NORTHLAND CHEMICAL CORP.						
5491-1	1	Invoice	Hand soap/degreaser	05/26/2020	21.83	05/20
5491-1	2	Invoice	Hand soap/degreaser	05/26/2020	10.92	05/20
5491-1	8	Invoice	NO TOUCH SOAP DISPENSERS	05/26/2020	10.90	05/20
5491-1	9	Invoice	NO TOUCH SOAP DISPENSERS	05/26/2020	5.45	05/20
Total 5491-1:					49.10	
Total 140750 NORTHLAND CHEMICAL CORP.:					49.10	
150180 OPTUM BANK						
9510049087	1	Invoice	April Monthly Fee	05/26/2020	3.38	05/20
9510049087	2	Invoice	April Monthly Fee	05/26/2020	4.50	05/20
Total 9510049087:					7.88	
Total 150180 OPTUM BANK:					7.88	
Total 05/18/2020:					2,814.47	

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Per
05/20/2020						
20347 BLAINE LOCK & SAFE, INC						
23985	1	Invoice	REPLACE LOCKS AT GL BLDG	05/26/2020	2,373.00	05/20
Total 23985:					2,373.00	
Total 20347 BLAINE LOCK & SAFE, INC:					2,373.00	
30460 CENTENNIAL LAKES POLICE DEPT.						
052620	1	Invoice	MAY 2020 CONTRACT	05/26/2020	89,339.33	05/20
052620	2	Invoice	ACCOUNTING SERVICE	05/26/2020	675.00	05/20
Total 052620:					88,664.33	
Total 30460 CENTENNIAL LAKES POLICE DEPT.:					88,664.33	
31238 CORPORATE CONNECTION INC						
54741	1	Invoice	FACE MASKS - COVID 19	05/20/2020	335.57	05/20
Total 54741:					335.57	
Total 31238 CORPORATE CONNECTION INC:					335.57	
100135 JIMMY'S JOHNNYS, INC						
163663	1	Invoice	BALDWIN PORTABLE RESTROOM	05/26/2020	107.93	05/20
Total 163663:					107.93	
163664	1	Invoice	GL PORTABLE RESTROOM	05/26/2020	107.93	05/20
Total 163664:					107.93	
Total 100135 JIMMY'S JOHNNYS, INC:					215.86	
130205 MMKR INC						
48164	1	Invoice	2019 AUDIT PROGRESS BILLING	05/26/2020	2,925.00	05/20
Total 48164:					2,925.00	
Total 130205 MMKR INC:					2,925.00	
131125 MTI DISTRIBUTING, INC						
1254601-00	1	Invoice	TORO MOWER PARTS TIRE/FILTERS	05/26/2020	369.81	05/20
Total 1254601-00:					369.81	
1254718-00	1	Invoice	IRRIGATION PARTS	05/26/2020	580.62	05/20
Total 1254718-00:					580.62	
Total 131125 MTI DISTRIBUTING, INC:					950.43	
140750 NORTHLAND CHEMICAL CORP.						
5491-2	1	Invoice	Hand sanitizer	05/26/2020	5.25	05/20

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Per
5491-2	2	Invoice	Hand sanitizer	05/26/2020	10.50	05/20
Total 5491-2:					15.75	
Total 140750 NORTHLAND CHEMICAL CORP.:					15.75	
180460 ROCK GARDENS, INC.						
109176	1	Invoice	CLASS 5	05/26/2020	33.99	05/20
Total 109176:					33.99	
Total 180460 ROCK GARDENS, INC.:					33.99	
240100 XCEL ENERGY						
052620	1	Invoice	STREET LIGHT ELEC APRIL	05/26/2020	126.07	05/20
Total 052620:					126.07	
Total 240100 XCEL ENERGY:					126.07	
Total 05/20/2020:					95,640.00	
Grand Totals:					99,071.97	

Report GL Period Summary

Vendor number hash: 0
 Vendor number hash - split: 0
 Total number of invoices: 0
 Total number of transactions: 0

Report Criteria:

Invoice Detail.GL Account = 10110100-506477506710,70210100-702499702730

Report Criteria:
 Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
05/20	05/20/2020	13108	IAPE	IAPE MEMBERSHIP DS	50.00- V
05/20	05/20/2020	13214	CONNEXUS ENERGY	ELECTRIC APRIL	1,944.68
05/20	05/20/2020	13215	DON'S CIRCLE SERVICE	VEHICLE REPAIRS & MTC	389.75
05/20	05/20/2020	13216	IAPE	IAPE MEMBERSHIP DS	100.00
05/20	05/20/2020	13217	LVC COMPANIES, INC	FIRE EXT MTC	133.45
05/20	05/20/2020	13218	MMKR INC	FINAL BILLING 2019 AUDIT	1,985.00
05/20	05/20/2020	13219	MN CHIEFS OF POLICE ASSOC	PERMIT TO ACQUIRE FORMS 200	112.50
05/20	05/20/2020	13220	OPTUM	MONTHLY SERVICE FEE APRIL	56.25
05/20	05/20/2020	13221	PITNEY BOWES, INC	INK CARTRIDGE	56.52
05/20	05/20/2020	13222	SHI INTERNATIONAL CORP	HP EliteBook COVID-19	2,436.00
05/20	05/20/2020	13223	AMAZON	COPY PAPER	78.05
05/20	05/20/2020	13224	IMAGE PRINTING & GRAPHICS, INC	LETTERHEAD	95.00
05/20	05/20/2020	13225	MY HOLDINGS INC	BLDG/SQUADS FOGGED FOR VIRUSE	1,070.00
05/20	05/20/2020	13226	QUILL CORPORATION	TONER CART/INK CARTRIDGES	410.90
05/20	05/15/2020	2020016	DELTA DENTAL	ACH MAY DENTAL	1,245.80
Grand Totals:					<u>10,063.90</u>

Name	Vendor #	Invoice	Seq	Type	Description	Invoice Date	Pmt Due Date	Total Cost	GL Account	GL Period	GL Activity
05/15/2020											
40300 DELTA DENTAL											
DELTA DEN	40300	051520	1	Invoi	ACH MAY DENTAL COBRA CL	05/15/2020	05/15/2020	84.60	901-11600	05/20	0
DELTA DEN	40300	051520	2	Invoi	ACH MAY DENTAL	05/15/2020	05/15/2020	1,161.20	901-42-2100-130	05/20	0
Total 40300 DELTA DENTAL:								<u>1,245.80</u>			
Total 05/15/2020:								<u>1,245.80</u>			

5/15/2020 GL Period Summary

GL Period	Amount
05/20	<u>1,245.80</u>
Grand Totals:	<u><u>1,245.80</u></u>

Name	Vendor #	Invoice	Seq	Type	Description	Invoice Date	Pmt Due Date	Total Cost	GL Account	GL Period	GL Activity
05/18/2020											
31137 CONNEXUS ENERGY											
CONNEXU	31137	051820	1	Invoi	ELECTRIC APRIL	05/18/2020	05/18/2020	1,944.68	901-42-2100-380	05/20	0
Total 31137 CONNEXUS ENERGY:								1,944.68			
40700 DON'S CIRCLE SERVICE											
DON'S CIR	40700	220135	1	Invoi	VEHICLE REPAIRS & MTC OIL CHG/M	05/18/2020	05/18/2020	166.80	901-42-2100-404	05/20	0
DON'S CIR	40700	220136	1	Invoi	VEHICLE REPAIRS & MTC	05/18/2020	05/18/2020	188.00	901-42-2100-404	05/20	0
Total 40700 DON'S CIRCLE SERVICE:								354.80			
90005 IAPE											
IAPE	90005	M20-C6	1	Invoi	IAPE MEMBERSHIP DS	05/18/2020	05/18/2020	50.00	901-42-2100-433	05/20	0
Total 90005 IAPE:								50.00			
120101 LVC COMPANIES, INC											
LVC COMP	120101	35640	1	Invoi	FIRE EXT MTC	05/18/2020	05/18/2020	133.45	901-42-2100-216	05/20	0
Total 120101 LVC COMPANIES, INC:								133.45			
130205 MMKR INC											
MMKR INC	130205	48161	1	Invoi	FINAL BILLING 2019 AUDIT	05/18/2020	05/18/2020	1,985.00	901-42-2100-301	05/20	0
Total 130205 MMKR INC:								1,985.00			
130764 MN CHIEFS OF POLICE ASSOC											
MN CHIEFS	130764	10798	1	Invoi	PERMIT TO ACQUIRE FORMS 200	05/18/2020	05/18/2020	112.50	901-42-2100-203	05/20	0
Total 130764 MN CHIEFS OF POLICE ASSOC:								112.50			
150400 OPTUM											
OPTUM	150400	951004	1	Invoi	MONTHLY SERVICE FEE APRIL	05/18/2020	05/18/2020	56.25	901-42-2100-130	05/20	0
Total 150400 OPTUM:								56.25			
160415 PITNEY BOWES, INC											
PITNEY BO	160415	101562	1	Invoi	INK CARTRIDGE	05/18/2020	05/18/2020	56.52	901-42-2100-322	05/20	0
Total 160415 PITNEY BOWES, INC:								56.52			
Total 05/18/2020:								4,693.20			

5/18/2020 GL Period Summary

GL Period	Amount
05/20	4,693.20
Grand Totals:	4,693.20

Name	Vendor #	Invoice	Seq	Type	Description	Invoice Date	Pmt Due Date	Total Cost	GL Account	GL Period	GL Activity
05/20/2020											
10400 AMAZON											
AMAZON	10400	052020	1	Invoi	BIO-HAZARD DISPOSAL BAGS COVID-	05/20/2020	05/20/2020	12.53	901-42-2100-216	05/20	2020
AMAZON	10400	052020	2	Invoi	COPY PAPER	05/20/2020	05/20/2020	65.52	901-42-2100-201	05/20	0
Total 10400 AMAZON:								78.05			
40700 DON'S CIRCLE SERVICE											
DON'S CIR	40700	219767	1	Invoi	VEHICLE REPAIRS & MTC	05/20/2020	05/20/2020	34.95	901-42-2100-404	05/20	0
Total 40700 DON'S CIRCLE SERVICE:								34.95			
90005 IAPE											
IAPE	90005	M20-C6	2	Adju	IAPE MEMBERSHIP DS	03/10/2020	03/10/2020	50.00	901-42-2100-433	05/20	0
IAPE	90005	M20-C6	3	Invoi	IAPE MEMBERSHIP DS	03/10/2020	03/10/2020	50.00	901-42-2100-433	05/20	0
Total 90005 IAPE:								.00			
90026 IMAGE PRINTING & GRAPHICS, INC											
IMAGE PRI	90026	156682	1	Invoi	LETTERHEAD	05/20/2020	05/20/2020	95.00	901-42-2100-203	05/20	0
Total 90026 IMAGE PRINTING & GRAPHICS, INC:								95.00			
131265 MY HOLDINGS INC											
MY HOLDI	131265	3821	1	Invoi	BLDG/SQUADS FOGGED FOR VIRUSE	05/20/2020	05/20/2020	1,070.00	901-42-2100-401	05/20	2020
Total 131265 MY HOLDINGS INC:								1,070.00			
170165 QUILL CORPORATION											
QUILL COR	170165	677748	1	Invoi	PRESENTATION COVERS/CLIPS	05/20/2020	05/20/2020	71.46	901-42-2100-201	05/20	0
QUILL COR	170165	677762	1	Invoi	OFFICE SUPPLIES IMAGING DRUM U	05/20/2020	05/20/2020	48.99	901-42-2100-201	05/20	0
QUILL COR	170165	679192	1	Invoi	OFFICE SUPPLIES RECYCLING PADS	05/20/2020	05/20/2020	29.12	901-42-2100-201	05/20	0
QUILL COR	170165	683411	1	Invoi	OFFICE SUPPLIES RULED PADS	05/20/2020	05/20/2020	12.35	901-42-2100-201	05/20	0
QUILL COR	170165	684034	1	Invoi	TONER CART/INK CARTRIDGES	05/20/2020	05/20/2020	248.98	901-42-2100-201	05/20	0
Total 170165 QUILL CORPORATION:								410.90			
190004 SHI INTERNATIONAL CORP											
SHI INTER	190004	B11701	1	Invoi	HP EliteBook COVID 19	05/20/2020	05/20/2020	1,218.00	901-42-2100-580	05/20	2020
SHI INTER	190004	B11701	1	Invoi	HP EliteBook COVID-19	05/20/2020	05/20/2020	1,218.00	901-42-2100-580	05/20	2020
Total 190004 SHI INTERNATIONAL CORP:								2,436.00			
Total 05/20/2020:								4,124.90			

5/20/2020 GL Period Summary

GL Period	Amount
05/20	4,124.90
Grand Totals:	4,124.90

Grand Totals: 10,063.90

<u>GL Period</u>	<u>Amount</u>
05/20	10,063.90
Grand Totals:	<u>10,063.90</u>

Vendor number hash: 2527956
Vendor number hash - split: 2668661
Total number of invoices: 22
Total number of transactions: 25

<u>Terms Description</u>	<u>Invoice Amount</u>	<u>Discount Amount</u>	<u>Net Invoice Amount</u>
Open Terms	10,063.90	.00	10,063.90
Grand Totals:	<u>10,063.90</u>	<u>.00</u>	<u>10,063.90</u>



City of

200 Civic Heights Circle
Circle Pines, MN 55014
Office: (763) 784-5898
TDD: (763) 784-9724

CIRCLE PINES

Fax: (763) 785-2859
www.ci.circle-pines.mn.us

Memo

To: City Council/HRA Members
From: Patrick Antonen 
Date: May 22, 2020
Re: HRA Pledge Agreement Resolution No. 2020-10

You will find enclosed a Pledge Agreement Resolution that pledges the tax increment for the payment of city bonds. This is required as we refunded these TIF bonds from 2002 with the recent street reconstruction bonds to achieve a lower interest rate. Nick Anhut from Ehlers will be available to answer any questions you may have.

PA

Enclosures: (1), Resolution No. 2020-10

EXTRACT OF MINUTES OF A MEETING OF THE BOARD OF
COMMISSIONERS OF THE HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF CIRCLE PINES, MINNESOTA

Pursuant to due call and notice thereof, a regular or special meeting of the Board of Commissioners of the Housing and Redevelopment Authority of Circle Pines, Anoka County, Minnesota, was duly called and held at the City Hall in Circle Pines, Minnesota on May 26, 2020, at 7:00 PM.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption.

RESOLUTION NO. 2020-10

RESOLUTION AUTHORIZING EXECUTION OF
A TAX INCREMENT PLEDGE AGREEMENT

WHEREAS, the City Council of the City of Circle Pines, Minnesota (the "City"), has provided for the issuance and sale of \$6,880,000 General Obligation Bonds, Series 2020A, dated June 4, 2020 (the "Bonds") and has accepted the sale of the Bonds; and

WHEREAS, to provide for payment of the Bonds it is necessary that the Housing and Redevelopment Authority of Circle Pines, Minnesota (the "Authority"), execute the Tax Increment Pledge Agreement as provided herein; and

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing and Redevelopment Authority of Circle Pines, Minnesota, as follows:

Section 1. Execution of Agreement. The Tax Increment Pledge Agreement on file in the office of the City Administrator is hereby approved in substantially the form submitted and the President and Secretary of the Authority are authorized and directed to execute the same (and such other agreements and documents as may be required in connection therewith) on behalf of the Authority. The approval hereby given to the Tax Increment Pledge Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City Attorney and by the Authority officials authorized herein to execute or accept, as the case may be, the Tax Increment Pledge Agreement prior to its execution; and said Authority officials are hereby authorized to approve said changes on behalf of the Authority.

Section 2. Finding. The Secretary is directed to file a fully executed copy of the Tax Increment Pledge Agreement with the County Auditor of Anoka County pursuant to Minnesota Statutes, Section 469.178, subdivision 2.

Section 3. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 4. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF ANOKA
HOUSING AND REDEVELOPMENT
AUTHORITY OF CIRCLE PINES

I, the undersigned, being the duly qualified and acting Secretary of the Housing and Redevelopment Authority of Circle Pines, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular or special meeting of the Board of Commissioners held on May 26, 2020 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the execution of a Tax Increment Pledge Agreement.

WITNESS my hand officially as such Secretary on _____, 2020.

Secretary

TAX INCREMENT PLEDGE AGREEMENT

THIS AGREEMENT, entered into as of June 4, 2020 by and between the City of Circle Pines, Minnesota, a Minnesota municipal corporation (the "City"), and the Housing and Redevelopment Authority of Circle Pines, Minnesota, a public body corporate and politic (the "Authority") created and existing under the provisions of Minnesota Statutes, Sections 469.090 to 469.1081 (the "Act"), WITNESSETH that:

A. WHEREAS, the Authority has heretofore adopted a Redevelopment Plan for Redevelopment Project No. 1 (the "Redevelopment Project"), and has approved the Redevelopment Project as a redevelopment project (the "Project Area"), all pursuant to the provisions of the Act; and

B. WHEREAS, the City has also approved tax increment financing plans (said plans, including any amendments thereto, herein referred to collectively as the "Plan") and designated Tax Increment Financing Districts Nos. 1-1 and 1-4 as redevelopment districts and Tax Increment Financing Districts Nos. 1-3 as a housing district (the "Housing Tax Increment District") within the Project Area (together, collectively, the "Redevelopment Tax Increment Districts") under the provisions of Minnesota Statutes, Sections 469.174 through 469.179; and

C. WHEREAS, the City has heretofore authorized that tax increments from the Housing Tax Increment District be pooled for deficits pursuant to the authority and limitations as to amount set forth in Minnesota Statutes, Section 469.1763, Subd. 6; and

D. WHEREAS, attached hereto as Exhibit A is a resolution entitled "Resolution Authorizing the Issuance and Awarding the Sale of \$6,880,000 General Obligation Bonds, Series 2020A, Pledging for the Security thereof Special Assessments, Tax Increments and Net Revenues and Levying a Tax for the Payment thereof," adopted by the City Council on May 22, 2012 (the "Authorizing Resolution"), which authorizes the issuance of \$6,880,000 General Obligation Bonds, Series 2020A, dated June 4, 2020 (the "Bonds") of the City for the purpose, in part, of providing moneys for a current refunding of the City's outstanding General Obligation Improvement and Refunding Bonds, Series 2012A, dated June 14, 2012. Tax increments derived from the Redevelopment Tax Increment Districts that are not pledged to the payment of notes issued under that certain Amended and Restated Development Agreement by and among the City, the Authority, Circle Pines Mainstreet, Inc. and Circle Pines Mainstreet, LLC and tax increments derived from the Housing Tax Increment District in accordance with Minnesota Statutes, Section 469.1763, Subd. 6 (the "Pledged Tax Increments") pursuant to Minnesota Statutes, Section 469.175, 469.1763 Subd. 6 and 469.028 and this Tax Increment Pledge Agreement are pledged to the payment of the Bonds; and

E. WHEREAS, the City has heretofore covenanted in the Authorizing Resolution that the County Auditor of Anoka County has certified the original net tax capacity of the Tax Increment District; and

NOW, THEREFORE, the City and the Authority, each in consideration of the mutual covenants and agreements herein contained, covenant and agree as follows:

1. Coverage Test. The Authority hereby pledges to the payment of the Bonds, subject to the further provisions of this Agreement, Pledged Tax Increments, in an amount which together with the tax levies contained in the Authorizing Resolution, are sufficient to pay 105% of the principal and interest to become due each year on the Bonds, subject to the right of the Authority, with the consent of the City and subject to applicable law, to pledge or apply the Pledged Tax Increments to the payment of any other costs within the Project Area, as may be from time to time modified, including debt service on any obligations issued or otherwise incurred with respect to such costs, whether or not such pledge or application is made prior to, on a parity with or subordinate to the pledge and application of the Pledged Tax Increments to the payment of debt service on the Bonds.

2. Remittance; Segregation. Pledged Tax Increments herein pledged shall be remitted directly to the Authority and the Authority shall segregate all Pledged Tax Increments so received in a special account on its official books and records. The Authority shall remit to the City Pledged Tax Increments described herein at such times and in such amounts for the payment of the principal and interest on the Bonds.

3. Filing; Computation and Collection. An executed copy of this Agreement shall be filed with the County Auditor of Anoka County and shall constitute the request and authorization of the Authority and the City to the County Auditor and Treasurer to compute and collect the Pledged Tax Increments in accordance with the provisions of this Agreement and Minnesota Statutes, Section 469.177 and to remit the same to the Authority.

IN WITNESS WHEREOF, the City and the Authority have caused this Agreement to be duly executed on their behalf and such signatures to be attested, as of the day and year first above written.

CITY OF CIRCLE PINES, MINNESOTA

By _____
Mayor

Attest:

Administrator

HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF CIRCLE
PINES, MINNESOTA

By _____
President

Attest:

Secretary

EXHIBIT A

Authorizing Resolution for \$6,880,000 General Obligation Bonds, Series 2020A



200 Civic Heights Circle
Circle Pines, MN 55014
Office: (763) 784-5898
TDD: (763) 784-9724

CIRCLE PINES

Fax: (763) 785-2859
www.circle-pines.mn.us

TO: City Council Members
FROM: Chandra Peterson CP
DATE: May 21, 2020
RE: Elections and Polling Place

In December the City Council passed a resolution designating polling places for the 2020 election year. Due to the COVID situation, the legislature has given municipalities until July 1, 2020 to change polling place locations.

Precinct 1 (P-1), north of Lake Drive, is currently located at the Centennial Fire Department. The city did not want to put our First Responders at any risk. Staff reached out to the members of St. Mark Lutheran Church located at 2 North Road to see if they would entertain the city using their facility for a polling place. The church council agreed. Head Election Judge for P-1 Nadine Bishop and I visited the location and felt it would work for a polling place. Therefore, I have Resolution 2020-10 before you that would designate St. Mark Lutheran Church the new location for P-1. City Hall would remain the location for P-2. I have also included with this memo the building agreement I will be submitting to the church. The city would compensate the church \$650 for the two elections.

Staff feels the sooner we get this change in the motion, the sooner and longer we can communicate the change to the voters on the north side of Lake Drive. I am also looking to have a sign located at the Fire Station indicating the change in polling place.

Staff recommends to the City Council approval of Resolution 2020-09.

Enclosures: (2) - Resolution No. 2020-09
- St. Mark Facility Use Agreement

**STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF CIRCLE PINES**

RESOLUTION NO. 2020-09

**RESOLUTION ESTABLISHING PRECINCT AND
POLLING LOCATIONS FOR 2020 ELECTION YEAR**

WHEREAS, HF 3429 was passed into law effective on May 13, 2020 providing special procedures for the safe and secure conduct of 2020 state primary and state general elections; and

WHEREAS, Section 1 subd. 2(a) (1) of HF 3429 permits municipalities to designate polling places after the deadline required by Minnesota Statutes, section 204B.16, subdivision 1, but no later than July 1, 2020.

NOW THEREFORE BE IT RESOLVED that the polling locations to be used for municipal precincts in calendar year 2020 are as follows:

Precinct 1 – St. Mark Lutheran Church, 2 North Road, Circle Pines

Precinct 2 - Circle Pines City Hall, 200 Civic Heights Circle, Circle Pines

BE IT FURTHER RESOLVED that the Circle Pines City Council directs the clerk to make all necessary notifications and preparations for elections held in 2020 as required by MN Statute, Rule and Administrative Policy of the City.

Adopted by the City Council this 26th day of May, 2020.

Dave Bartholomay, Mayor

ATTEST:

(SEAL)

Patrick Antonen, City Administrator



SAINT MARK
Evangelical Lutheran Church

1 North Road
Circle Pines, MN 55014
763-784-2558
office@stmarkcp.org

FACILITY USE POLICY

St. Mark Lutheran Church is a place of worship, learning, and gathering, and all are welcome. We invite the use of our space within the parameters of the following guidelines:

Use of the Church Facility:

Requests to reserve/use the facilities or equipment are processed on a first-come, first-served basis, within the following priorities:

1. Official St. Mark Church activities.
2. Activities in direct furtherance of or consistent with St. Mark's mission.
3. Non-member/Community programs or activities which are consistent with the mission of the church.

Fundraising events for non-church sponsored groups will be permitted at the discretion of Pastor and/or Church Council.

All groups, including church teams and ministry areas, must reserve use of the facility. Requests for building use must be made through the church office where a master calendar of events is managed.

Non-member/Community groups must submit a **Facility Use Request form**, complete with contact person information.

Any questions or conflicts regarding the approved/assigned use of any portion of the church's facilities or any of its equipment will be resolved by the Church Council or Pastor.

Making Reservations:

The Church Office Manager and/or the Pastor must approve Facility use for one time or new non-church activities. Reservations are considered only tentative until the signed Facility Use Agreement is accepted. Organizations that meet regularly may make reservations one year at a time. The church calendar is done on a January through December basis.

Fee Schedule:

To further St. Mark as a place of worship, learning, and gathering, all weddings and funerals fees will be as follows:

Weddings

Sanctuary and Fellowship Hall	No Fee
Custodial	\$100
Musician/piano use/solo	\$100 (plus \$50 for rehearsal)
Pastor	\$250

Funerals

Sanctuary and Fellowship Halls	No Fee
Custodial	\$100
Musician/piano use/solo	\$100
Pastor	\$200
Lunch	\$2/plate

Assumptions:

- St. Mark Pastor presides at weddings and funerals, unless otherwise approved
- St. Mark musician leads music at weddings and funerals, unless otherwise approved
- All music must be approved by Pastor and musician at St. Mark

St. Mark members and St. Mark member-sponsored groups are invited to use our facility at no cost, within all other Facility guidelines. Building use for all other groups will be charged the following fees for use of the facility.

Room	Rental Rate
Sanctuary	\$250
Fellowship Hall	\$150
Kitchen	\$100
Classrooms (each)	\$75
Library	\$75
Lower level room	\$100

Responsible Person / Arrival:

Group leaders must arrive before their group participants. They should check in with the church office or staff as appropriate, do any set up they need to do and become familiar with locations of exits and fire extinguishers, etc.

Facility Set-Up:

Groups may be asked to do their own set up and take down of chairs and tables if the schedule is such that our custodians cannot do such set up and take down. The custodians are not on duty full-time. Please check with the Church Office for the custodial hours. There are no custodians available for Church Office holidays.

Use of Church Property / Equipment:

Equipment, such as VCRs, DVDs, movie screens, overhead projectors are available for use by organizations meeting in the church. Equipment must be run by qualified individuals and cannot be removed from the church or used outside unless for a church sponsored event at another location. Prior arrangements must be made with the church office for use of the above equipment by organizations or members. These organizations or members will assume full responsibility for any damage to equipment or property. There is a charge of \$20.00 per day for the use of each piece of audio-visual equipment for non-church groups.

Use of Office Equipment / Supplies:

Office equipment will be operated only by church staff or other authorized persons. The church must be reimbursed for any office supplies, telephone expense, or postage used by outside organizations or activities. The church shall not be responsible to provide such supplies for outside organizations.

Use of Kitchen:

The kitchen should be reserved as any other room in the church. Please see Kitchen Use Policy for additional guidelines.

Storage:

Storage space is very limited. Outside groups will not be allocated space for storage in the building, unless prior arrangements have been made and approved by the Property Committee.

Conditions for Use:

The Sanctuary shall be respected as a place of worship and shall be restricted to appropriate usage only, such determination being the responsibility of the Church Council.

- *Behavior* – St. Mark Lutheran Church is a place of worship, learning, and gathering. Anyone using the facility or property must insure that the behavior of the participants is in keeping with the overall mission of the church.
- *Tobacco/Alcohol* – Smoking is not allowed inside St. Mark Lutheran Church buildings. No alcohol or illicit drugs are permitted on the church premises at any time (except sacramental wine). No person under the influence of drugs or alcohol shall be permitted to participate in any function on church property.
- Unless permission is granted, use of tacks, nails, pins, or tape are not allowed for use on walls, pews, or woodwork.
- No food or beverages are allowed in the Sanctuary.

Clean-up and departing the Building:

Groups are expected to leave the facilities in good order:

- Return all equipment and furniture, including Sanctuary chairs, to their original locations.
- Clean up and properly dispose of any paper, pencils, music, etc.
- Wastebaskets must be emptied and trash placed in the dumpster near the shed behind the church. (Vacuum, broom and other cleaning supplies are available in the janitor's closet next to the men's restroom)
- Narthex coatroom must be picked up and hangers replaced neatly.
- Report any damage to the church office.
- Turn off lights and lock doors.
- If a meeting will last beyond 9:00 pm, groups need to make special arrangements with the Church Office.

If the custodial staff is required to spend extra time cleaning up after any groups or organizations, St. Mark will invoice that group accordingly.

Compliance with Facility Use Policy:

The Church Office Manager and Pastor will insist on compliance with this policy in determining the current or future use of Church facilities by any group or organization.



SAINT MARK
Evangelical Lutheran Church

1 North Road
Circle Pines, MN 55014
763-784-2558
office@stmarkcp.org

Facility Use Request Form

Contact Information	
Name	City of Circle Pines-Chandra Peterson
Street Address	200 Civic Heights Circle
City, State Zip	Circle Pines, MN 55014
Email address	cpeterson@ci.circle-pines.mn.us
Phone - Cell	612-328-5694
Phone - work	763-231-2611
Phone - home	
Are you a member of St Mark?	No
How should we contact you?	Cell Phone, work phone or email
Use Request for	
Event or activity:	Primary Election and General Election
Approximate Group Size:	Voters residing on the North side of Lake Drive will be Coming in to vote
Start date/time	City staff will set up for the primary election on August 10 and Election Day is on August 11. Tear down
End date/time	will be on August 12. General Election will set up on November 2 Election day is on November 3 and
Specific space(s) requesting	tear down will be November 4
	Fellowship Hall, Kitchen and Library
Other information:	

I have received and read a copy of the St. Mark Lutheran Church Facility Use Policy, and agree to comply with this policy.

Renter Signature  **Date** 05/21/2020

St. Mark Signature _____ **Date** _____



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Memo

To: City Council
From: Patrick Antonen *KA*
Date: May 22, 2020
Re: Strategic Planning/Economic Development Consulting Agreement

Here is the contract for our Strategic Planning/Economic Development Consultant. We originally scheduled the strategic planning session for late April but due to COVID-19 we had to postpone the session. I am hopeful we will still be able to schedule the session for sometime this summer. The contract has a not-to-exceed \$2,500 for the strategic planning session which is below the quoted rate I have solicited from other facilitators.

Other economic development activities could take place this summer as a response to COVID-19 and how we can help our local businesses and commercial spaces. Therefore, having an expert consultant to assist with these efforts is very helpful to augment city staff.

PA

Enclosures: (1), Consulting Agreement

CONSULTING AGREEMENT

This Consulting Agreement (the “Agreement”) is entered into and effective the ___ day of _____, 2020 (“Effective Date”) by and between the City of Circle Pines, a Minnesota municipality with offices at 200 Civic Heights Circle, Circle Pines, MN 55014 (the “City”), and _____ Itasca Public Strategies LLC _____ (the “Consultant”). The City and Consultant are each a “Party” and collectively the “Parties” to this Agreement.

WHEREAS, the City wishes to retain Consultant to provide advice and expertise relating to development opportunities within the City; and

WHEREAS, Consultant wishes to be retained by the City to provide development advice and expertise on the terms and conditions stated in this Agreement.

NOW, THEREFORE, for the consideration set forth below, the Parties hereby agree to the following:

1. **Consulting Services.** Consultant will provide the following services to the City:

- Consultant will act as the City Representative at the direction of the City Council and City Administrator regarding planning land use, redevelopment strategies as assigned.
- Consultant will facilitate a strategic planning session with the City Council and Staff at a date to be determined by all parties.

All of the above services will be provided by Consultant as and when requested by the City and within the estimated time periods for each service set forth above.

2. **Term and Termination.** The term of this Agreement shall commence on the Effective Date and continue until terminated by either Party for any reason upon thirty (30) days written notice to the other Party. In the event of termination, (i) Contractor shall cease services and not recommence services unless mutually agreed to by the Parties; (ii) the City shall compensate Contractor pursuant to section 3 of this Agreement for services provided prior to the termination date; and (iii) neither Party shall have any further obligation to the other Party except as provided in sections 4, 5 and 6 of this Agreement.

3. **Compensation.** As compensation for services rendered by Consultant, the City will pay Consultant \$ ___75.00___/hour plus expenses reasonably incurred in providing such services. Commencing June 1, 2020 and on or before the 15th of each month thereafter, Consultant shall provide the City an invoice detailing the hours and services provided and expenses incurred during the preceding month. The City’s payment shall be due within _30_ days of the City of Circle Pines City Council’s approval of Contractor’s invoice. There will be a not to exceed amount of \$ ___2,500.00___ total for the strategic planning session.

4. **Relationship of the Parties.**

A. Independent Contractor. The Parties agree that Contractor is an independent contractor and is not the City's employee. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the Parties or as constituting one Party as the agent, representative or employee of the other Party for any purpose or in any manner whatsoever. Contractor is to be and shall remain an independent contractor under this Agreement.

Any and all personnel, employees or agents of Contractor or other persons who engage in the performance of any activity under this Agreement shall have no contractual relationship with the City and any and all claims that may or might arise under workers' compensation laws on behalf of such personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including, without limitation, claims of discrimination against the City or its officials, agents, contractors, insurers or employees, shall in no way be the responsibility of the City, and Contractor shall defend, indemnify and hold the City and its officials, agents, contractors, insurers and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court.

Except as expressly provided in section 3 of this Agreement, Contractor and any personnel, employees or agents of Contractor or other persons who engage in the performance of any activity under this Agreement shall not require nor be entitled to any compensation, rights or benefits or any kind whatsoever from the City, including, without limitation, wages, pension plans, insurance, medical and hospital care, sick and vacation leave, unemployment compensation and workers' compensation.

B. Limitations on Contractor's Authority. Contractor shall not have any authority to (i) enter into any agreement on behalf of the City or (ii) act on behalf of, or hold itself out as having the authority to act on behalf of, the City in any manner which is beyond the scope of the terms of this Agreement.

C. Federal and State Taxes. Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes, Medicare and self-employment (Social Security) taxes. Under no circumstances will the City (i) withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; (ii) make state or federal unemployment compensation contributions on Contractor's behalf; or (iii) withhold state or federal income taxes from Contractor's payments.

D. Workers' Compensation and Healthcare Insurance. The City shall not obtain or provide to Contractor or any personnel, employees or agents of Contractor or other persons who engage in the performance of any activity under this Agreement, workers' compensation insurance or healthcare insurance or benefits. Any requirement

for workers' compensation or healthcare insurance shall be the sole responsibility of Contractor.

5. **Indemnification.** Each Party agrees to indemnify the other Party as follows:

A. **Indemnification by the City.** The City agrees to indemnify, defend and hold harmless Contractor, including his employees and agents, from and against any and all liability, losses, claims, damages, costs and expenses, including reasonable attorneys' fees, which it may hereafter sustain, incur or be required to pay arising out of or resulting from this Agreement, provided that any such liability, losses, claims, damages, costs and expenses is caused by the negligent acts or omissions of the City or its employees, agents or any other person or entity for whose actions or inaction it may be liable. Notwithstanding the foregoing, the City's agreement to indemnify, defend and hold harmless Contractor, including its employees and agents, does not apply to any liability, losses, claims, damages, costs, expenses, judgments, or causes of actions arising out of or caused by the negligence of Contractor, including his employees and agents.

B. **Indemnification by Contractor.** Contractor agrees to indemnify, defend and hold harmless the City, including its officials, agents, contractors, insurers or employees, from and against any and all liability, losses, claims, damages, costs and expenses which it may hereafter sustain, incur or be required to pay arising out of or resulting from this Agreement, provided that any such liability, losses, claims, damages, costs and expenses is caused by (i) use of any personnel, employees or agents of Contractor or other persons who engage in the performance of any activity under this Agreement, including, but not limited to, claims for workers' compensation or (ii) the negligent acts or omissions of Contractor or his employees, agents or any other person or entity for whose actions or inaction it may be liable. Notwithstanding the foregoing, Contractor's agreement to indemnify, defend and hold harmless the City, including its officials, agents, contractors, insurers or employees, does not apply to any liability, losses, claims, damages, costs, expenses, judgments, or causes of actions arising out of or caused by the negligence of the City, including its officials, agents, contractors, insurers or employees.

6. **Compliance.** In performing services for the City, Contractor shall comply with all applicable laws, rules, regulations and ordinances, including, but not limited to, the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, as amended from time to time.

7. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes and cancels all prior agreements or understandings, oral or written, between the Parties.

8. **Amendments.** No purported amendment, modification or waiver of any provision of this Agreement or any of the documents, instruments or agreements to be executed

continue and remain in full force and effect. The Parties shall not be deemed to have waived any provision of this Agreement until expressed in a signed writing.

14. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and permitted assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party.

15. **Governing Law.** This Agreement, including the documents, instruments and agreements to be executed and/or delivered by the Parties pursuant hereto, shall be construed, governed by and enforced in accordance with the laws of the State of Minnesota, without giving effect to the principles of conflicts of laws thereof.

16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

Dated: _____, 2020

CITY OF CIRCLE PINES

By: _____
Dave Bartholomay, Mayor

By: _____
Patrick Antonen, City Administrator

Dated: _____, 2020

By: _____
Its: _____