July 2, 2020 Study Session
Jul 2, 2020 4:30 PM CDT

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MEMORANDUM

TO: City Council
FROM: Stephanie Hilleshiem, Community Dev. Specialist
SUBJECT: Riverside-Riebe Park Funding Update
DATE: July 2, 2020

Background:
The City of Princeton has received a grant in the amount of $220,000 to be used for improvements to the Riverside-Riebe Park project with an estimated project budget of $461,465. The city has recently hired Warren White as the engineer for the project, and bids were opened on June 30, 2020.

Analysis:
Bid proposed by Odessa II was the lowest at:
$404,696

The following items are not included in the bid and are requirements of the grant:
$25,000- Picnic Shelter donated by Lions
$25,000- Vault Toilet
$6,500- Pollinator Garden
$15,518- Fishing Pier
$59,900- Furnishings (Benches, Picnic Tables, fire rings, signs, camping carts, bike racks)
$6,000- Council Fire Ring
$30,000- Engineering Services

$572,614 Total Project Cost

**With recommendations to remove the following two items from the bid: Bituminous Paving: $24605 and Picnic Shelter Preparation of $4500.

The total remaining for the project is: $543,509.
- $220,000 -Grant
- $5,000 – USDP
- $2,000 – ECE
- $1,500 – SMMPA
- $25,000 – Lions Donation
- $10,000 – Rotary
- $5,000 – Federated Coops Inc
- $5,000 – CoBank
- $800 – Service West
- $1,447.50 – Princeton Public Utilities Time
- $1,102 – Donation for Pier from Warren White
- $4,681 – Public Work In-Kind Labor on Fishing Pier
$261,979 from the City of Princeton

- $12,000 Fundraising Benches
- $10,000 Fundraising Picnic Tables
$239,979
$141,000 Franchise Fees
- $31,000 Splash Park
- $24,000 Shades

$43,979 remaining to raise.

Possible further reductions include:
- $8,500, Council Fire Ring
- $14,400, Picnic tables
  Remaining total: $21,079

Recommendation:
City staff recommend the council award the project to Odessa II.
Riverside/Reibe Park Project
Engineer’s report May 2020
Updated July 1, 2020 w/ Bid Results

HISTORY
October 2018  Concept report
March 2019   DNR Grant
Dec 2019     ADA Fish Dock
February 2020 Engineering
May 2020     Park Board review

June 30, 2020, 2 bids were received from Odessa II (404,696)
And
From Veit & Co (572,052)

Veit & Co. had bid their mobilization at 25 times the Odessa II mobilization and this was the major difference between the two bids.

Oct 2020   Suggest completion 2021
Grant closeout

Compared against the May 20, 2020 estimate last presented, the low bid is summarized by:

HIGHLIGHTS OF PROJECT
Riverside Trail $59,500 was the May estimate  Becomes $109,815 in the June 30 bid
Boat Landing & dock $61,600          $ 73,866
North Fishing access $57,300          $ 65,400
Reibe Park work $125,550              $135,460
Related expenses $40,111               $ 20,155
Estimate June 30 Bid $344,000          $404,696

Staff reviewed this and sees a possibility to remove two items from the bid
Those items are: Riverside Path and Trailer access only graveled - 24,605
Preparation of the Lions Park picnic shelter site - 4,500

Making a possible bid award for $375,591

ANNOUNCEMENTS were made at the bid opening. Those announcements included:
   1. There is a need to move a power pole anchor at station 4+00 on plansheet 2. This has been coordinated with the electric utility and they will do this if the project proceeds.
   2. As clarification of the bid conditions, the City will purchase fire rings, picnic tables, council seating, and traffic control bollards directly, to be installed by the contractor.
   3. Substantial Completion of the project can be any time in October 2020.

REGARDING PERMITS:
DNR permit is attained. MnDOT and Mille Lacs County permits are attained.
MnPCA notification for SWPPP is yet to be filed pending decision to proceed with the project.
REGARDING THE BID OPENING
As well as newspaper publication, bid ads were sent directly to 11 contractors or suppliers. The plan/specification/bid documents were sent directly to 5 parties who responded to the ad or it was otherwise anticipated that they would be interested. Those parties were:

<table>
<thead>
<tr>
<th>PRINCETON MN</th>
<th>RIVERSIDE / REIBE PARK</th>
<th>BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 PRINCETON MN</td>
<td>RIVERSIDE / REIBE PARK</td>
<td>BID</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FRM</th>
<th>MAIL</th>
<th>CITY</th>
<th>ZIP</th>
<th>EMAIL</th>
<th>PHONE</th>
<th>BID AD</th>
<th>P&amp;S</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Odesa II</td>
<td>9003 Mayhew Li Rd</td>
<td>Sauk Rapids</td>
<td>56379</td>
<td><a href="mailto:giaponn@live.com">giaponn@live.com</a></td>
<td>320.250.1287</td>
<td>Call</td>
<td>17-Jun</td>
</tr>
<tr>
<td>5 Forest Lake Contr.</td>
<td>14777 Lake Dr, NE</td>
<td>Forest Lake</td>
<td>55025</td>
<td><a href="mailto:Fcalifornia@fcalifornia.com">Fcalifornia@fcalifornia.com</a></td>
<td>651.464.4900</td>
<td>17-Jun</td>
<td>18-Jun Trish</td>
</tr>
<tr>
<td>6 Veit &amp; Co.</td>
<td>1400 Veit Place</td>
<td>Rogers</td>
<td>55374</td>
<td><a href="mailto:astomisering@veitca.com">astomisering@veitca.com</a></td>
<td>763.428.6749</td>
<td>18-Jun</td>
<td>18-Jun Shelly</td>
</tr>
<tr>
<td>7 Knute River Corp</td>
<td>4787 Shadow Wood Dr NE</td>
<td>Sauk Rapids</td>
<td>55379</td>
<td>@<a href="mailto:kepner@knuteinr.com">kepner@knuteinr.com</a></td>
<td>320.251.9472</td>
<td>17-Jun</td>
<td>18-Jun Joan</td>
</tr>
<tr>
<td>8 Lee Johnson</td>
<td>3527 Branch Road</td>
<td>Princeton</td>
<td>55371</td>
<td><a href="mailto:kephronfarm@yable.com">kephronfarm@yable.com</a></td>
<td>320.455.1554</td>
<td>17-Jun</td>
<td>24-Jun</td>
</tr>
<tr>
<td>9 West Branch Constr.</td>
<td>3507 Branch Road</td>
<td>Princeton</td>
<td>55371</td>
<td><a href="mailto:office@westbranchconstruction.com">office@westbranchconstruction.com</a></td>
<td>320.389.2299</td>
<td>17-Jun</td>
<td>24-Jun</td>
</tr>
<tr>
<td>10 ASTECH</td>
<td><a href="mailto:astechinfo@gmail.com">astechinfo@gmail.com</a></td>
<td>320.365.8900</td>
<td>17-Jun</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>11 New Look Constr.</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>12 Minn Paving/Mats</td>
<td><a href="mailto:astomisering@minnpm.com">astomisering@minnpm.com</a></td>
<td>763.428.8880</td>
<td>17-Jun</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>13 North Valley Inc</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>14 Meyer Contracting</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>15 Kramer Truck/Exc</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>16 City of Princeton</td>
<td>705 2nd St North</td>
<td>Princeton</td>
<td>55371</td>
<td><a href="mailto:jillesheim@pcitynet.com">jillesheim@pcitynet.com</a></td>
<td>763.389.2040</td>
<td>17-Jun</td>
<td>17-Jun Stephanie</td>
</tr>
<tr>
<td>17 Mn Dot</td>
<td>1035 So Benton Drive</td>
<td>Sauk Rapids</td>
<td>56379</td>
<td><a href="mailto:trygve.hanson@state.mn.us">trygve.hanson@state.mn.us</a></td>
<td>220.223.7862</td>
<td>18-Jun</td>
<td>Trygve</td>
</tr>
<tr>
<td>18 Public Data</td>
<td><a href="mailto:PublicData@data.com">PublicData@data.com</a></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

A comparison of the two bids would include:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>UNITS</th>
<th>UNIT $</th>
<th>EXTENSION</th>
<th>UNIT $</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOBILIZATION / BONDS / ETC</td>
<td>1 LS.</td>
<td>$ 5,000.00</td>
<td>$ 5,000</td>
<td>$ 128,250.00</td>
<td>$ 128,250.00</td>
<td>2565%</td>
</tr>
<tr>
<td>SILT FENCE</td>
<td>1000 LF</td>
<td>$ 5,000.00</td>
<td>$ 5,000</td>
<td>$ 25,000.00</td>
<td>$ 25,000.00</td>
<td>50%</td>
</tr>
<tr>
<td>SILT CURTAIN</td>
<td>1 LS.</td>
<td>$ 4,000.00</td>
<td>$ 4,000</td>
<td>$ 15,000.00</td>
<td>$ 15,000.00</td>
<td>375%</td>
</tr>
<tr>
<td>DOCK ANCHORS</td>
<td>3 EA</td>
<td>$ 2,000.00</td>
<td>$ 6,000</td>
<td>$ 5,000.00</td>
<td>$ 5,000.00</td>
<td>250%</td>
</tr>
<tr>
<td>EARTHWORK AS CUT</td>
<td>450 L.V.C.Y.</td>
<td>$ 20.00</td>
<td>$ 9,000</td>
<td>$ 14.00</td>
<td>$ 6,300.00</td>
<td>70%</td>
</tr>
<tr>
<td>TREE REMOVAL</td>
<td>5 EA</td>
<td>$ 400.00</td>
<td>$ 2,000</td>
<td>$ 1,925.00</td>
<td>$ 9,625.00</td>
<td>481%</td>
</tr>
<tr>
<td>CONCRETE WALK</td>
<td>840 SQFT</td>
<td>$ 9.00</td>
<td>$ 7,560</td>
<td>$ 12.50</td>
<td>$ 10,500.00</td>
<td>139%</td>
</tr>
<tr>
<td>TOPSOIL/SEED/MULCH</td>
<td>1500 SQYD</td>
<td>$ 6.00</td>
<td>$ 11,700</td>
<td>$ 8.50</td>
<td>$ 16,575.00</td>
<td>142%</td>
</tr>
<tr>
<td>ARTIFICIATED CONC, MAT</td>
<td>898 SQFT</td>
<td>$ 17.00</td>
<td>$ 15,266</td>
<td>$ 18.00</td>
<td>$ 16,164.00</td>
<td>106%</td>
</tr>
<tr>
<td>DOCK SYSTEM</td>
<td>1 LS.</td>
<td>$ 12,600.00</td>
<td>$ 12,600</td>
<td>$ 13,350.00</td>
<td>$ 13,350.00</td>
<td>106%</td>
</tr>
<tr>
<td>INSTALL DOCKS AND GRID</td>
<td>1 LS.</td>
<td>$ 25,000.00</td>
<td>$ 25,000</td>
<td>$ 33,000.00</td>
<td>$ 33,000.00</td>
<td>132%</td>
</tr>
<tr>
<td>TRAFFIC CONTROL</td>
<td>1 LS.</td>
<td>$ 4,500.00</td>
<td>$ 4,500</td>
<td>$ 5,000.00</td>
<td>$ 5,000.00</td>
<td>111%</td>
</tr>
<tr>
<td>IMPORT SELECT GRANULAR FILL</td>
<td>2500 INPL CY</td>
<td>$ 27.00</td>
<td>$ 67,500</td>
<td>$ 24.50</td>
<td>$ 61,250.00</td>
<td>91%</td>
</tr>
<tr>
<td>TRAIL GRADING</td>
<td>2071 LF</td>
<td>$ 5.00</td>
<td>$ 10,355</td>
<td>$ 7.00</td>
<td>$ 14,497.00</td>
<td>140%</td>
</tr>
<tr>
<td>SOD, 3′′+ TO 4′′</td>
<td>200 SQYD</td>
<td>$ 4.00</td>
<td>$ 800</td>
<td>$ 5.00</td>
<td>$ 1,000.00</td>
<td>125%</td>
</tr>
<tr>
<td>GRAVEL BASE MNDOT CLASS V</td>
<td>850 TON</td>
<td>$ 35.00</td>
<td>$ 29,750</td>
<td>$ 26.00</td>
<td>$ 22,100.00</td>
<td>74%</td>
</tr>
<tr>
<td>BITUMINOUS PAVING (SPWEB240C)</td>
<td>185 TON</td>
<td>$ 33.00</td>
<td>$ 24,650</td>
<td>$ 158.00</td>
<td>$ 29,230.00</td>
<td>119%</td>
</tr>
<tr>
<td>REIBE TRAIL PREPARATION</td>
<td>5550 LF</td>
<td>$ 2.00</td>
<td>$ 11,100</td>
<td>$ 7.15</td>
<td>$ 40,237.50</td>
<td>363%</td>
</tr>
<tr>
<td>12” RCP CLASS IV</td>
<td>90 LF</td>
<td>$ 60.00</td>
<td>$ 5,400</td>
<td>$ 99.00</td>
<td>$ 8,910.00</td>
<td>165%</td>
</tr>
<tr>
<td>12” RC APIONS</td>
<td>6 EA</td>
<td>$ 950.00</td>
<td>$ 5,700</td>
<td>$ 1,600.00</td>
<td>$ 9,600.00</td>
<td>168%</td>
</tr>
<tr>
<td>AGGREGATE TRAIL SURFACING (-1/2”)</td>
<td>1935 TON</td>
<td>$ 56.00</td>
<td>$ 108,360</td>
<td>$ 34.10</td>
<td>$ 65,983.50</td>
<td>61%</td>
</tr>
<tr>
<td>ADA CAMPSITE</td>
<td>1 EA</td>
<td>$ 2,000.00</td>
<td>$ 2,000</td>
<td>$ 5,000.00</td>
<td>$ 5,000.00</td>
<td>250%</td>
</tr>
<tr>
<td>CAMPSITES (gravel w/ anchors)</td>
<td>3 EA</td>
<td>$ 1,000.00</td>
<td>$ 3,000</td>
<td>$ 4,750.00</td>
<td>$ 12,750.00</td>
<td>425%</td>
</tr>
<tr>
<td>PICNIC SITES</td>
<td>3 EA</td>
<td>$ 1,200.00</td>
<td>$ 3,600</td>
<td>$ 1,000.00</td>
<td>$ 3,000.00</td>
<td>83%</td>
</tr>
<tr>
<td>COUNCIL FIRE RING</td>
<td>1 EA</td>
<td>$ 2,500.00</td>
<td>$ 2,500</td>
<td>$ 5,500.00</td>
<td>$ 5,500.00</td>
<td>220%</td>
</tr>
<tr>
<td>PICNIC SHELTER PREPARATION</td>
<td>1 LS.</td>
<td>$ 4,500.00</td>
<td>$ 4,500</td>
<td>$ 4,750.00</td>
<td>$ 4,250.00</td>
<td>94%</td>
</tr>
<tr>
<td>CLASS 1 RIPRAP</td>
<td>50 TON</td>
<td>$ 80.00</td>
<td>$ 4,000</td>
<td>$ 91.00</td>
<td>$ 4,580.00</td>
<td>114%</td>
</tr>
<tr>
<td>CLASS 2 RIPRAP</td>
<td>80 TON</td>
<td>$ 80.00</td>
<td>$ 6,400</td>
<td>$ 91.00</td>
<td>$ 7,280.00</td>
<td>114%</td>
</tr>
<tr>
<td>NORTH WING WALL BOULDERS</td>
<td>30 TON</td>
<td>$ 100.00</td>
<td>$ 3,000</td>
<td>$ 155.00</td>
<td>$ 4,650.00</td>
<td>155%</td>
</tr>
<tr>
<td>PAINTING PARKING LOT</td>
<td>1 LS.</td>
<td>$ 4,500.00</td>
<td>$ 4,500</td>
<td>$ 1,000.00</td>
<td>$ 1,000.00</td>
<td>22%</td>
</tr>
</tbody>
</table>

- **CELL F16 NOT LEGIBLE, BACK CALCULATED FROM EXTENSION**
- **ITEMS WHERE VEIT / ODESSA II EXCEEDED 300%**
ENGINEER’S RECOMMENDATION

Be advised that Odessa II is a small firm who intends to pay personal attention to the work but may have to coordinate considerable specialty work. I understand that they were attracted to bid the project by the Reibe trail system which is 1/3 of the project cost. If the City Council so directs, I am willing to solicit further information from the firm to include the listing of staff, subcontractors, suppliers, equipment.

The process to continue forward with the project is:

1. Accept and sign the Notice of Award in the blank provided at the bottom of the bid form. Return it to the contractor. This constitutes an intent but is not yet a contract.

2. Receive the performance bonding and insurance certification and other requested documentation from the contractor as provided in the specifications. Then the Agreement & Notice to Proceed (Specification book page 7) can be executed and a preconstruction meeting held.

If staff accounts for adequate funds to support the budget, your motion to award can be for $404,696. OR

If Staff chooses to recommend deletion to better meet the budget, as we discussed in a ZOOM meeting on July 1, the award might be:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total project as bid June 30</td>
<td>$404,696</td>
</tr>
<tr>
<td>Less the blacktopping line item (Pave Riverside Trail &amp; truck ramp)</td>
<td>-$24,605</td>
</tr>
<tr>
<td>Less site preparation for the Lions park shelter</td>
<td>-$4500</td>
</tr>
</tbody>
</table>

Thus an award of $375,591

I offer background regarding these two deletions:

BLACKTOPPING; The 1300’ Riverside trail needs to be ADA compliant and the grades which are built and graveled will meet that requirement. The unit price per ton of bituminous mix in this bid is $133 and, since this project will provide a graveled 8’ wide trail, a future city street project may enjoy a lower unit price per ton and thus a cost savings. Unit pricing can often be in the $95 to $105 per ton when a project involves greater quantity.

PICNIC SHELTER SITE; $25,000 is budgeted for the Lion’s park shelter in the grant application. Rather than having this contractor prepare the site, there may be an advantage in having the City crew place and compact sand/gravel at the time that the shelter construction is begun.

Respectfully submitted

Warren White
W. White PE
PO Box 547
239 Day Road North
Saint Croix Falls, WI  54024
MN License #11117
715-483-3010 or cell 651-270-0910
CITY OF PRINCETON
BRANDING PHASE 3
StintUltra
Within logo design

Caligraffiti Regular
Within logo design

Nunito (all versions)
Very nice font for printing and embroidery.

Lato (all versions)
Website
City of Princeton
On the river’s edge.

#1
City of: StintUltra
Princeton: Stintultra
TagLine: Calligraffiti Regular
City of: StintUltra
Princeton: Stintultra
TagLine: Calligraffitti Regular
#2 City of Princeton: Stint Ultra
Tag Line: Calligraffiti Regular
City of Princeton: Stint Ultra
Tag Line: Calligraffiti Regular
City of Princeton: Stint Ultra
Tag Line: Calligraffiti Regular
#2 City of Princeton: Stint Ultra
Tag Line: Calligraffiti Regular
City of Princeton: StintUltra
TagLine: Caligraffiti Regular
City of Princeton: StintUltra
TagLine: Caligraffiti Regular
Princeton, Minnesota

AIRPORT ACCESS AGREEMENT

This Airport Access Agreement ("Agreement") is made and entered into on this ___ day of ___ , 2017, by and between the CITY OF PRINCETON, a Minnesota Municipal Corporation, (the "Owner") and Duane Kruse & Sharon Sandberg with an address of 1101 - 19th Avenue So, Princeton, MN 55371 (the "User").

RECITALS: This Agreement incorporates and is based upon the following representations and understandings:

WHEREAS The City is the owner and operator of the Princeton Municipal Airport, located in the Counties of Mille Lacs and Sherburne, City of Princeton, State of Minnesota with the power to grant rights and privileges with respect to the Airport pursuant to the provisions of federal, state and local laws, rules and regulations; and

WHEREAS, The User is the owner of a building on property located outside but immediately adjacent to the official boundaries of the Airport; and

WHEREAS The User desires the privilege of taxiing its aircraft from their property “through-the-fence” to the Airport property and to the Airport’s runway and taxiway system; and

WHEREAS, For the purpose of gaining access to the Airport via points of access to be designated and described by the City in the Airport Layout Plan, the parties desire to enter into this Agreement to comply with the FAA regulations which permit general aviation airport sponsors to enter into commercial through-the-fence agreements with property owners provided these agreements comply with the conditions as set forth in this Agreement;

NOW, THEREFORE and in consideration of the mutual terms and conditions hereinafter set forth, the Owner and User hereby agree to the following:
ARTICLE I
PROPERTY WITH RIGHT OF ACCESS

Legal description of property with right of access:

407-PRINCETON INDUSTRIAL PARK THIRD ADDITION
Sec.5 T35N R26W
LOT 1, BLK 3 EX THE S 56 FT OF THE E 190 FT

Parcel ID 90-407-0305
Property Address 1101 19TH AVE S, PRINCETON MN

And

A STRIP OF LAND 80.00 FT IN WIDTH OVER THAT PT OF THE NW 1/4 OF THE NE 1/4, THE
SLY LINE OF WHICH IS CONT WITH THE NLY LINE OF LOT 1, BLK 3 PRINCETON INDU
PARK 3RD ADDN. SAID STRIP OF LAND IS TO EXTEND BY ITS FULL WIDTH FROM THE W
LINE OF SAID NW 1/4 OF NE1/4 TO A LINE DRAWN PARA WITH & DIST 190.00 FT E OF SAID
W LINE

Parcel ID 90-005-1201

ARTICLE II
TERM OF AGREEMENT

2.1 The term of this Agreement shall commence on the ___ day of ________________, 2017,
and shall continue, through and including June 30, 2022, unless earlier terminated as herein provided.
This Agreement may be renewed, subject to any changes deemed necessary by the Owner.

ARTICLE III
ACCESS FEE TO OWNER

3.1. User’s Access Fee. Based upon on the rates and charges of other on-airport tenants and operators
making similar use of the airport (“On-Airport Fees”) Users shall pay an access fee of $.08/ sq. ft. of
building area on or before the 1st of each calendar year. This fee may be increased in accordance with the
On-Airport Fees at any point during any term of this Agreement. User shall be in default if it does not
remit the User’s Access Fee to Owner within 90 days after the due date.

3.2. Payment. All payments required to be made by User under this Agreement shall be made payable
to the City of Princeton[Glen McCl] and shall be delivered or mailed to:

City of Princeton
705-2nd Street North
Princeton, MN 55371

3.3. Penalty for Late Payment. Owner will assess a late penalty of $1.00 for every day User fails to
remit payment after the payment due date described above.
ARTICLE IV
CONSTRUCTION, PROHIBITIONS AND MAINTENANCE OF PRIVATE-USE INFRASTRUCTURE

4.1 It is understood and agreed that the User shall construct and/or maintain all private use infrastructure on User’s property at User’s sole cost and expense. Accordingly, User covenants and agrees as follows:

a. Construction and Maintenance. To construct and/or maintain the private-use infrastructure on User’s property as may be required. All new construction on User’s property must be approved by Owner 90 days prior to the commencement of construction. During the term of this Agreement, User shall also be solely responsible for all maintenance (snow removal, utility costs, turf or parking areas) of User’s private-use infrastructure and shall at all times maintain it in good repair.

b. Construction Costs. Notwithstanding anything herein contained to the contrary, User has already paid for their 1/2 share of their portion of taxiway that is adjacent to their property. Owner, per pass agreements will maintain this taxiway. Fence, signs, taxiway lights, electrical power, gates, security controls, etc., will be the responsibility of the owner.

c. Specific Construction. The parties agree that User may be allowed construct on any land it owns, subject to FAA regulations and consent and city regulations and consent. This allowance to construct may include land user owns to the north of its current hangar. This land is known as Parcel No. 90-005-1201(See Exhibit A attached hereto).

d. No Residential Uses: User shall not permit any person or entity to engage in any permanent residential activity on the land owned by the User described herein. This prohibition excludes, the following:

1. Temporary Sleeping Quarters for Emergency Personnel Only: User is permitted to make provision for sleeping facilities for the pilot(s) of emergency response aircraft housed on the land specifically covered in this Agreement; and
2. Prohibitions and Restrictions on Access: The User is specifically prohibited from granting or selling any access/egress to the Airport through the aforementioned property to any other parties. This restriction also includes the User taking reasonable precautions acceptable to the Owner to prevent the accidental access to the Airport by vehicles, pedestrians, pets, etc..., via the User’s property.

e. Fuel Storage. The parties agree that User may store and maintain no more than 1,000 gallons of aircraft fuel in one or more above-ground tanks on its property in keeping with applicable laws and regulations. Such fuel will not be offered for sale to third parties, but shall be used only by User in its general operations.

ARTICLE V
AGREEMENT SUBORDINATE TO GRANT ASSURANCES, AGREEMENTS WITH UNITED STATES, AND FEDERAL OBLIGATIONS.

5.1 Subordination to Law. This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between the Owner and the United
States Government, or to any order issued by the United States Government, or to any grant assurances of the Airport, or to any of the Airport’s or the Owner’s Federal obligations. The User agrees to abide by the Airport Rules and Regulations in effect as of the date of this agreement and as may be amended from time to time.

5.2 **Notice to User.** Owner shall provide User with prompt notice of any Order or Regulation, and a copy thereof that comes into effect during the term of this Agreement that may reasonably be expected to affect User, User’s access, operations, or this Agreement.

**ARTICLE VI - TERMINATION OF AGREEMENT**

6.1. **Events of Default by User:** Subject to the notice and cure provisions of this Agreement, Owner, at its option, may declare this Agreement terminated in its entirety upon the happening of any one or more of the following events and may exercise all rights related to the termination of this Agreement:

a. User is in default, as defined in paragraph 3.1 hereof; or

b. User files a voluntary petition in bankruptcy, or makes a general assignment for the benefit of creditors, or User is adjudicated as bankrupt, or User otherwise assigns or attempts to assign its interest herein without any required prior written consent of Owner; or

c. User uses or permit the use of the User’s premises at any time for any purpose which is not authorized by this Agreement, or if User shall use or

d. User permits the use thereof in violation of any law, rule or regulation, (including the airport rules and regulations), to which the User has agreed to conform.

d. User fails to meet any material term or condition of this agreement.

6.2. **Notice of Default.** If Owner believes that User is in breach in the performance of any material term of this Agreement, then the Owner shall send to the User a written notice of default, specifying the nature of the default, and User shall, within ninety (90) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before. If User fails to timely cure and remedy such default, the Owner shall have the right to declare, by written notice to the User, that this Agreement is terminated, and to use all remedies available to the Owner under this Agreement.

**ARTICLE VII NOTICES**

7.1 **Notice/Addresses.** All notices, requests, or other communications, required or permitted to be given hereunder shall be in writing and delivered by via certified or registered mail, addressed to the appropriate party at its address as follows:

Owner: City Administrator
City of Princeton
705 - 2nd Street North
Princeton, MN 55371
ARTICLE VIII
GENERAL PROVISIONS

8.1 No Waivers. The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

8.2 Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Minnesota and the parties hereby agree that any action regarding this Agreement or the subject matter thereof shall be venued in the District Court of the State of Minnesota.

8.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all permitted successors and assigns of each of the parties hereto. This Agreement may not be assigned or transferred by either party at any time without the prior written consent of the other party provided the assignee agrees to be bound by the terms of this Agreement.

8.4 Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

8.5 Interpretation. Article and Section headings are provided for convenience only and are not to be used to construe or interpret this Agreement. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, but which together shall constitute one and the same instrument.

8.7 Further Assurances. Each of the parties to this Agreement agrees to vote and act, in their capacities as individuals, shareholders, directors and officers, in a manner consistent with the provisions of this Agreement, and further agrees to enter into and execute such further agreements, certificates and instruments as may be reasonable or appropriate to effectuate the terms of this Agreement.

8.8 Survival. Any provisions of this Agreement which requires performance or grants a benefit after termination of the Agreement shall be deemed to survive the termination of the Agreement.

8.9 Entire Agreement. This Agreement and any express authorizations (which are incorporated herein by reference and made a part hereof) set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersede all prior agreements, arrangements and understandings, whether written or oral, relating to the subject matter hereof.
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

Owner:

By: Paul Whitcomb, Mayor

Attest:

By: Shawna Jenkin, City Clerk

User:

By: Sharon Sandberg

By: Duane Kruse
Princeton, Minnesota

AIRPORT ACCESS AGREEMENT

This Airport Access Agreement ("Agreement") is made and entered into this ________, 20____ by and between the CITY OF PRINCETON, a Minnesota Municipal Corporation, (the "Owner") Duane Kruse & Sharon Sandberg with an address of 1101 19th Avenue So, Princeton MN 55371 (the "Access User") with the understanding that the City of Princeton is in the process of purchasing the land by:

1) Updating Airport Master Plan to include said purchase of land located at 1101 19th Avenue South, Princeton, MN 55371
2) Having an Appraisal for property only (not building) located at 1101 19th Avenue South, Princeton, MN 55371
3) Updating CIP with dollar amount that both parties agree upon for the purchase of the land that should not be less than the value of 2007 Princeton Airport's CIP value of $75,000.
4) Time frame should be 2 years or less from the signing of this access agreement (Property was sold to Kruse/Sandberg in 2000 with the verbal agreement that there would be permanent access to the airport and the taxi-way would be maintained)

RECITALS: This Agreement incorporates and is based upon the following representations and understandings:

WHEREAS The City is the owner and operator of the Princeton Municipal Airport, located in the Counties of Mille Lacs and Sherburne, City of Princeton, State of Minnesota with the power to grant rights and privileges with respect to the Airport pursuant to the provisions of federal, state and local laws, rules and regulations; and

WHEREAS The Access User is the owner of a building on property located outside but immediately adjacent to the official boundaries of the Airport; and

WHEREAS The Access User desires the privilege of taxiing aircraft from property "through-the-fence" to the Airport property and to its runway and taxiway system; and

WHEREAS For the purpose of gaining said access to the Airport via points of access to be designated and described by the City in the Airport Layout Plan, the parties desire to enter into this Agreement to comply with the FAA regulations permitting general aviation airport sponsors to enter into commercial through-the-fence agreements with property owners provided these agreements comply with the conditions set forth in this Agreement;

NOW, THEREFORE and in consideration of the mutual terms and conditions hereinafter set forth, the Owner and User hereby agree to the following:

ARTICLE I — PROPERTY WITH RIGHT OF ACCESS Legal description of property with right of access: Kruse/Sandberg are currently in the process of having a complete survey done on both parcels of land with land swap from neighbor to the south. Once legal description of for both properties and land swap are completed the proper property legal description of the complete footprint of the parcel will be submitted.
ARTICLE II – TERM OF AGREEMENT

The term of this Access Agreement is renewed automatically every year, is transferable to current leaser and owner of property.

ARTICLE III – PROHIBITIONS

No Residential Uses: User shall not permit any person or entity to engage in any permanent residential activity on the land owned by the User described herein above. This prohibition excludes the following:

1) Temporary Sleeping Quarters for Emergency Personnel Only: User is permitted to make provision for sleeping facilities for the pilot(s) of emergency response aircraft housed on the land specifically covered in this agreement.

ARTICLE IV – ACCESS FEE TO OWNER

User agrees to pay the access fees to the Owner:

1. Owner’s Basis for Access Fee: The access fee is based on the rates and charges of other on-airport tenants and operators making similar use of the airport. For the purposes of this agreement the access fee is based upon the hangar lease fee which is $.08/ft of building area.

3. Payment: All payments required to be made by User under this Agreement shall be made payable to the “Owner,” and shall be delivered or mailed to the address below:

   City Administrator
   City of Princeton
   705 2nd Street North
   Princeton, MN 55371

ARTICLE V - CONSTRUCTION AND MAINTENANCE OF PRIVATE-USE INFRASTRUCTURE

It is understood and agreed that the User shall construct and/or maintain all private use infrastructure on User’s property at User’s sole cost and expense. Accordingly, User covenants and agrees as follows:

1. Construction and Maintenance: To construct and/or maintain the private-use infrastructure on the User’s or Owner’s property as may be required. All new construction on Owner’s property must be approved by Owner 90 days prior to the commencement of construction. During the term of this Agreement, User shall also be solely responsible for all maintenance (snow removal, utility costs, turf or pavement maintenance, pavement markings, etc.) of said private-use infrastructure and shall at all times maintain it in good repair.
ARTICLE VI - AGREEMENT SUBORDINATE TO GRANT ASSURANCES, AGREEMENTS WITH UNITED STATES, AND FEDERAL OBLIGATIONS.

This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between the Owner and the United States Government, or to any order issued by the United States Government, or to any grant assurances of the Airport, or to any of the Airport’s or the Owner’s Federal obligations. The User agrees to abide by the Airport Rules and Regulations in effect as of the date of this agreement and as may be amended from time to time.

ARTICLE VII – NOTICES

1. Notice/Addresses: All notices, requests, or other communications, required or permitted to be given hereunder shall be in writing and delivered by via certified or registered mail, addressed to the appropriate party at its address as follows:

   Owner: City Administrator  
   City of Princeton  
   705 2nd Street North  
   Princeton, MN 55371  
   763-389-2040

   User: Duane Kruse & Sharon Sandberg  
   1101 19th Ave. South  
   Princeton, MN 55371  
   612-616-8665

IN WITNESS WHEREOF, the parties have executed these presents by their duly authorized officers.
OWNER: City of Princeton
USER: Duane Kruse & Sharon Sandberg

__________________________________________  __________________________
Brad Schumacher, Mayor                      Duane Kruse

__________________________________________  __________________________
Witness: Shawna Jenkins, City Clerk          Sharon Sandberg

__________________________________________  __________________________
(Print name)                                 Witness: __________________________
Summary
Parcel ID: 90-407-0305
Primary Parcel: n/a
Property Address: 1101 19TH AVE S, PRINCETON MN
Plat: 407, PRINCETON INDUSTRIAL PARK THIRD ADDITION
Sec-Twp-Rng: Sec.5 T35N R26W
Legal Description: LOT 1, BLK 3 EX THE S 56 FT OF THE E 190 FT
(Note: Legal descriptions here are for tax purposes only. Do not use them for recording purposes.)
Last Recording: A 604182 Date: 11/01/2005
Deeded Acres: 0.76
Tax District: PRINCETON CITY
Status: N/A
Appraiser: RDR
School District: 477 - PRINCETON

Owner:
Owner: Kroet, Duane & Sandberg, Sharon
PO Box 155
Zimmerman MN 55398

Commercial
Type: WAREHOUSE
Year Built: 2001
Area: 2080 Sq. Ft
Stories: 1.00 STORY
Wall Height: 18' WALL

Type: OFFICE
Year Built: 2001
Area: 720 Sq. Ft
Stories: 2.00 STORY
Wall Height: 9' WALL

Other Buildings
Type: STORAGE SH
Total Size: 112
Year Built: 

Sales
Document: 
Sale Date: 02/2000
Sale Price: $15,000
Adj Price: $15,000
eCRV: 

Recent Sales In Area
From: 2018-04-14
To: 2020-04-14
Sales by Distance: 1500 Feet

Valuation
2020 Assessment: $54,600
2019 Assessment: $49,700
2018 Assessment: $44,700
2017 Assessment: $41,400

Estimated Land Value: $157,800
Estimated Building Value: $102,200
Total Estimated Value: $260,000
Classification: Industrial Preferred
Occupancy: NON-HOMESTEAD
As of: 4/13/2020

Parcel Number: 24-999-5500
Payable Year: 2020

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|          | Total Receipts | Remaining Due | 386.00 |
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| QTA Tax Amt  | 0.00       |               |        |

另一次搜索 | 返回至ParcelList |

Hangar size = 2880 sq. ft
60 x 48

Lot 12 a half lot 13