



City Council Agenda – Regular Meeting
Tuesday, February 17, 2026
Council Chambers
7:00 P.M. REGULAR MEETING
(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 January 26, 2026, Worksession.
February 2, 2026, Regular Meeting.
4. **OPEN FORUM** **The Open Forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and city you live in for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers and posted on the podium must be adhered to.*
 - 4.1 Police Activity Update.
5. **PUBLIC HEARING(S)** - None
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
 - 6.3 Trunk Highway 47 Corridor and BNSF Grande Separation Project; Approve and Authorize the Execution of the FY 2023 through FY 2024 Railroad Crossing Elimination (“RCE”) Grant Agreement with Federal Highway Administration.
 - 6.4 Waiving Facility Charges for 2026 - 2028 for Designated Organizations.
 - 6.5 LG240 Bingo Permit; Anoka Knights of Columbus 03/28/2026.
 - 6.6 Issuance of Lower-Potency Hemp Products (LPHE) Registration & Renewal Applications for Anoka Smokes LLC, 2010 2nd Ave.
7. **REPORTS OF OFFICERS & BOARDS & COMMISSIONS** - None
8. **PETITIONS, REQUESTS & COMMUNICATION** – None

9. ORDINANCES & RESOLUTIONS

- 9.1 ORD/Zoning Text Amendments to City Code Section 78-2 – Definitions; Adding Definition of “Historical Society” and City Code Section 78-239 – Low Density Residential District; Adding “Historical Societies When Located Within a Historically Significant Building or Structure, as Defined by City Code Section 38-2” as a Conditional Use. (1st Reading)
- 9.2 RES/2026 Street Overlay and Street Surface Improvement Projects; Amending the Assessment and Public Improvement Hearing Dates.

10. UNFINISHED BUSINESS – None

11. NEW BUSINESS

- 11.1 Recommendations on Appointments to Charter Commission.
- 11.2 Appointment to Heritage Preservation Commission.
- 11.3 Entertainment/Business Opportunity on the Rum River: Hot Tub Boats.

12. UPDATES & REPORTS

- 12.1 Tentative Agendas.

Members of the Anoka City Council may participate remotely in City Council meetings by interactive technology rather than by being physically present. Members of the public can monitor council meetings by streaming them live online, this meeting will be broadcast live on Comcast channel hd799/sd16 and can be streamed online at <http://qctv.org/anoka/>. The Zoom Webinar link will be posted prior to the meeting on the City of Anoka's website calendar at: <https://www.anokaminnesota.com/calendar.aspx?CID=14>. To access the link, from the online calendar, find the correct meeting date and click "More Details." Meetings by telephone or other electronic means in accordance with Minnesota Statute 13D.021

COUNCIL MEMO

Agenda Item # 3.1

Meeting Date: February 17, 2026
Agenda Section: Council Minutes
Item Description: Various City Council Meeting Minutes
Submitted By: Amy Oehlers, Assistant City Manager

BACKGROUND INFORMATION

Included in your packet are minutes (s) of previous Council meetings, worksessions, special meetings, etc. Minutes must be approved by the City Council and are kept permanently according to Minnesota State Law and the City's adopted General Records Retention Schedule.

FINANCIAL IMPACT

Will vary from meeting to meeting.

REQUESTED COUNCIL ACTION

Council approval of the Minutes submitted.

REQUIRED VOTE

Majority vote of the Councilmembers present at the meeting.

DRAFT WORKSESSION OF THE ANOKA CITY COUNCIL
ANOKA CITY HALL
CITY COUNCIL WORKSESSION ROOM
JANUARY 26, 2026

1. CALL TO ORDER

Mayor Skogquist called the worksession meeting to order at 5:06 p.m.

2. ROLL CALL

Present at roll call: Mayor Skogquist, Councilmembers Campbell, Rostad, Scott, and Weaver.

Staff present: City Manager Greg Lee; Assistant City Manager Amy Oehlers; Community Development Director Doug Borglund; and Assistant City Engineer Ben Nelson.

Absent: None.

3. COUNCIL BUSINESS and/or DISCUSSION ITEMS

3.1 Discussion: Chapter 10, Article IV, Charitable and Legalized Gambling.

Assistant City Manager Amy Oehlers shared a background report stating the Council requested another work session to discuss the charitable and legalized gambling ordinance. She said elements to consider included eligible organizations, eligibility waiver, establishments that do not desire to have any eligible organizations conduct gambling at their establishment, and other options. She shared the current proposed language and the waiver option Council could consider, then asked if the Council wanted to require a copy of the lease the organization has with the establishment, and if they wanted to determine how to handle a situation where an establishment does not want to work with an organization that meets the City's eligibility requirements.

Josh Jungling, Anoka Ramsey Athletic Association (ARAA); Zach Mentor, Anoka Legion; Matt Satzinger, Anoka Hockey Association; Rick Wesp, Anoka Ice Arena; Doug Hookom, Anoka American Legion; Patrick Vevea, Anoka American Legion; **Lori [REDACTED]**, Anoka American Legion; Jason Abelser, Jeannie Conant, Anoka American Legion; Kenneth Conant, Anoka American Legion; Cassie Donstar, ARAA; and Simon Schara, Anoka Hockey, introduced themselves to the Council.

Josh Jungling, ARAA, said the majority of their youth will attend Anoka High School and felt they were an Anoka organization. He said they put a lot of money back into the City, which was more than 10% now, and wanted to ensure they fit

into the Council's proposed gambling structure. He said most of their meetings were held at Green Haven, and if they were not open, and if not held at one of their licensed organizations. He asked if anyone on the Council didn't think they were an Anoka association as defined in the Tier 1 definition, noting they have a PO Box for their mailing address and not a building, but their organization's address was City Attorney Scott Baumgartner's business address only because he had served as their president for many years, and a physical location was required.

Zach Mentor, Anoka American Legion, shared concerns regarding the proposed tax and said that while the current proposal would be acceptable, anything higher would not be good. He shared concerns about the necessity of this ordinance and how much money will really stay in Anoka.

Matt Satzinger, Anoka Hockey, said they didn't own a brick-and-mortar space and used the ice arena for their space, and wanted to ensure they were considered a Tier 1 organization as well.

Rick Wesp, Anoka Ice Arena, shared that they had been around for many years and needed gambling proceeds to maintain and improve the rink, adding that their goal was to keep costs down as much as possible and that they currently provide many donations to Anoka.

Councilmember Scott said the Council wanted to ensure there were no unintended consequences, then reviewed the proposed ordinance and said he believed the primary goal was to ensure gambling profits provided a direct benefit to the City, close any loopholes regarding outside organizations not giving back to Anoka, and ensure the profits provide a direct benefit to the City. He said we can get there in different ways, but wanted to ensure we kept gambling proceeds as local as possible, and that one way to do that is implement a 10% contribution.

Mr. Jungling agreed with restricting outside organizations taking away from Anoka, but said the 10% contribution didn't have enough teeth to accomplish that, and said most organizations donate much more than 10% now.

Councilmember Rostad said the City needed to address the loopholes as well as the 10% contribution and the proposed .1% administrative fee. She said she felt the fee was a very nominal amount, but then said there appeared to be some mixed messaging regarding the brick-and-mortar location requirement. She said an address was required by the Secretary of State's Office (SOS) and asked if that mattered to the City as well. Councilmember Rostad noted ARAA pulls from other cities and that she didn't want to micromanage meeting locations, but said we need to decide why addresses matter. She said if organizations are making a good faith effort to meet in Anoka, that would be sufficient, and asked if organizations' addresses needed to be a business address. She said she understood the difficulty of City Attorney Scott Baumgartner's situation, as he's no longer the ARAA president, but his business address is still listed for ARAA.

Councilmember Rostad said an easy solution would be to require an organization's address to be in the trade area instead, and said that while that doesn't guarantee a license, it provides flexibility from the requirement of Anoka only. Councilmember Rostad said charitable gambling is a form of commerce and that the City shouldn't limit commerce, but just wants to restrict outside organizations from taking resources from Anoka.

City Manager Greg Lee noted the .1% administrative equates to approximately \$4,500 and should be covered by the organizations and not in the general fund through the taxpayers.

Councilmember Campbell said the address requirement was only put in place because of the waiver option and said if that was eliminated, the address wouldn't be as important.

Councilmember Weaver agreed that the Tier 3 waiver should be removed as it would eliminate the address requirement.

Councilmember Rostad noted the reason for this discussion was that a business wanted to expand its charitable gambling offerings and couldn't with their current organization, and that she didn't want to tell businesses whom they can partner with. She said while she preferred that businesses work with Anoka-based organizations, we are a small community, and that was not always possible.

Mayor Skogquist said this discussion would still be occurring regardless of the waiver requirement, noting other cities do this in different ways, and that while there was agreement to have the money go to Anoka, the trade area was restricted by Statute and the only way we can do this is to implement the 10% contribution. He noted it was hard to separate these two discussions because they are related, then shared Attorney Scott Lepak's suggestions from the Council packet, and said we should consider ways to require the contribution but incentivize organizations to get their funds back if they spend enough in Anoka. He said that by requiring Anoka organizations, we increase the odds of the proceeds being spent in Anoka.

Mr. Jungling said the City already receives our acknowledgment of our lease agreements when we submit for the premise permit, then spoke about the buyout clause and noted the Minnesota Gambling Board has our leases on file and didn't feel the City needed to require more paperwork.

Councilmember Campbell agreed the lease agreements were redundant and didn't need to be monitored by the City if the State was already doing this step.

Councilmember Weaver asked if the State dictated maximum lease amounts. Mr. Jungling explained that while there is a maximum lease amount, organizations have to pay that maximum in order to be in a location, because if not, there is always another organization willing to do so. He noted their organization pays

\$12,000 a month to lease 52 square feet, then said he disagreed with the comment regarding the City not telling businesses what to do because the organizations can't go to many other cities due to no reciprocity, which puts them at a disadvantage.

Mayor Skogquist spoke about the waiver process and said it appeared there was consensus for the proposed Tier 3 and Tier 2 waivers if in the trade area.

Councilmember Rostad agreed she was fine with eliminating Tier 2 but felt there should be an opportunity to get in on some level if in the trade area and not eliminate opportunities to contribute.

Councilmember Campbell said he was fine with eliminating Tier 2 if there was reciprocity with the other city.

Ms. Oehlers shared that Mr. Lepak interpreted that a residential address didn't qualify as the main physical office and noted the SOS didn't allow PO boxes as well.

Councilmember Rostad said it would not be equitable if one organization gets a business to agree to let them use their physical address for their organization while another cannot.

Councilmember Campbell said as long as they're meeting the Anoka requirements, he felt the brick-and-mortar requirement may be too difficult.

Mr. Jungling suggested changing an organization's address requirement from two years to five years to qualify as an Anoka organization.

Mayor Skogquist explained that this discussion started because an existing organization was going to be removed from a business to an outside organization, and that the request of the Council was protectionism. He said in theory we can say a business can do what they want, but then we're limiting current organizations.

Mr. Jungling said the goal is not hinder Anoka organizations, then asked if there is a way to provide them an exemption and waive the timeframe requirement, adding there needs to be a way to allow an Anoka organization to get into charitable gambling in their City.

Councilmember Campbell said that if we change the timeframe from two years, the maximum he would be willing to consider is five years to ensure they intend to be an Anoka organization.

Councilmember Rostad noted the timeframe requirement is already established in Statute and that all organizations are well vetted by the State, adding that the organizations already here can prove they are an Anoka organization.

Councilmember said expenditures in Anoka matter more than the physical office location.

3.2 Discussion: Policy on Charitable and Legalized Gambling Contribution of Net Profits to City Administered Fund.

Ms. Oehlers shared a background report stating that staff were directed to develop a policy on how the City would handle the proposed City-administered gambling fund. She shared the proposed policy in detail and asked for Council feedback.

Mayor Skogquist said he felt strongly about implementing the 10% contribution and creating a policy to give a portion of the funds back because the organizations not part of Anoka can still receive funding. He said we started with needing to tighten this up, and if done, will provide some give and take along with some type of benefit.

Councilmember Weaver asked how we are going to pick and choose the amounts awarded to each organization and said Mr. Lepak said the amounts need to be equal. He said the organizations are already willing to give money back to Anoka, and if we implement a 10% contribution, we'll actually get less funding.

Mr. Lee said it would be completely up to the City on what to do with the 10% contribution proceeds and said if an organization is already spending the majority of their proceeds in Anoka, it would not be needed, but if one organization was not, then that needed to be addressed.

Mayor Skogquist asked if it was possible to differentiate for organizations outside of the required contribution and suggested a policy, such as if an organization pays property taxes, they receive their contribution back, as the American Legion does. He said that for others who contribute 50% of their funds back to Anoka, they receive a different percentage back, which would be clearly outlined in the policy through specific criteria. He outlined the City of Blaine's process for distributing proceeds, which was based on Council rankings and allowed for leeway.

Mr. Jungling shared elements of what they are already doing for Anoka, such as donating to the Ice Arena, Anoka Anti-Crime Commission, Rockin' on the Rum, Vintage Fest, and others. He said the Anoka Legion contributes to Safety Camp, baseball, and scholarships, and the Anoka Ice Arena provides scholarships for hockey and girls' and boys' high school programs. He said ARAA donates to the ACBC Food Shelf, a bereavement fund, new fencing for Sunny Acres Park, and

tarps for Enloe Field. Mr. Jungling said all these contributions are way more than the 10% the City is intending to require.

Mr. Satzinger said this contribution won't be something the organizations will want to do, as it's taking money away from their donations already. He said they provide over \$500,000 back to their families by providing free ice time, equipment rentals, and other things, as well as supporting other important causes such as suicide prevention associations.

Mr. Mentor explained it was difficult to discuss this, knowing the Legion would be getting 100% of their contributions back, and said the organizations would be getting protections, but not without consequences, and that the City needs to decide if this decision is worth the administrative work that will be involved.

Councilmember Weaver complimented Mr. Satzinger for representing the City so well during the recent Anoka Hockey Day event.

A gentleman in the audience said their ice time rates were among the lowest in the State and that they were very proud of that fact.

Councilmember Rostad said this discussion is around equity and how there is no other way for other organizations to come in, and that having this 10% contribution allows others to come in and help build their organizations when the others are already so large.

Councilmember Scott said it is not worth it if there's no buy-in, but said it will help keep money local and close any loopholes. He said this proposal would meet the mission and the goal through a policy and be for the residents' benefit, and felt the work would be worth the effort if someone came in.

Mr. Vevea said he felt the government was controlling this too much and agreed with keeping the money here, but not throwing more money into the process this way, because charity was charity. He said the City receives lots of money now from property taxes, some of which is going to the municipal cannabis dispensary and not resulting in anything.

Councilmember Scott said they wanted to provide protectionism but agreed there were negative externalities to municipal liquor and cannabis, and this contribution requirement would help address that.

Ms. Conant shared the difficulties they will have with budget planning, not knowing if they will receive their 10% contributions back, and they support many youth events and scholarships, then noted that this plan doesn't help anyone in the first year.

Mayor Skogquist said whatever is implemented would be clearly outlined in a policy so that organizations can plan.

Councilmember Rostad added that any adopted plan would need time to implement, so organizations will have time to plan.

Ms. Oehlers said the draft policy suggested the contributions would be paid by December 31 of each year, and upon Council approval, refunds would be due back to the organizations by March 1 of each year.

Councilmember Weaver said he didn't support the 10% contribution as we were just moving money around and suggested instead that organizations that don't follow the rules of giving back to Anoka lose their gambling permit. He said this would avoid the bureaucracy and added that we need to trust our partners and neighbors because they will do a better job than we ever could.

Mayor Skogquist noted that the suggestion was not allowable because only the State can revoke a premise permit based on violating State laws.

A gentleman in the audience suggested creating a fine instead.

Mr. Jungling shared their 10% contribution would be approximately \$900 which was not a large amount but said they already put \$50,000 back into Anoka and didn't feel like the City should punish the organizations who are doing things right and felt this was paying for protection when they're just trying to give above and beyond as a sporting organization, the same as the other organizations. He added that if he lost a location to another Anoka organization, he would be fine with that, but didn't want to lose to an outside organization because more money would be lost than to Anoka.

Mayor Skogquist said the more protection create the more exclusivity there will be.

Mr. Jungling said that if the City does this, we have the option to reduce our donations, which could result in a net zero, because the money has to come from somewhere, and that this proposal would take away our choice.

Councilmember Campbell said we shouldn't rob Peter to pay Paul and said he would be fine with the organizations not giving back through the 10% contribution because the long-time organizations are already giving back now, and he felt this was the wrong direction for us to go. He said the organizations have been doing this fine already and noted this requirement will be a budgeting problem for them.

Councilmember Scott said we have to take the money in custody first to give it back by law, and that if an organization doesn't meet their goals, then we do the

10% requirement, but said if we don't get buy-in from the organizations, this may not be worth it.

Mr. Mentor said that while the City doesn't have the ability to revoke a permit, it can refuse to grant local approval, which would have the same effect.

Ms. Oehlers explained how premise permits are issued by the State and, once issued, are perpetual unless revoked by the State, and noted that while we have four organizations doing things correctly and others not, the City doesn't get to choose which organizations have to contribute.

Mr. Satzinger said he was concerned the 10% contribution would take away from youth programs, and if we don't have control over these funds, most will be taken from them. Mr. Lee noted they were already receiving funds from the City's Round Up program.

Mayor Skogquist shared ways these funds could be used, which included mental health services, gambling addiction services, and other examples.

Councilmember Scott spoke about how the State was going to allow cities to have 1% of cannabis proceeds, but this was taken away, so Anoka built its own dispensary to put positivity back into the City and use that money for items throughout the City, adding that charitable gambling proceeds were not going to fund the dispensary.

Cassie Donstar, ARAA, said the City was requiring the 10% contribution, but that we don't get to decide where it goes. Mayor Skogquist explained the concept and that charitable purposes are outlined in State law.

Mr. Hookom said that if implemented, they would want to know which organizations would receive the proceeds because they would likely decrease their contributions to them.

Councilmember Weaver explained how social workers can work with older residents who may have made poor decisions in life and how ARAA and Anoka Hockey work to get youth involved who may grow up and not make poor life decisions, and therefore supported the youth associations.

Councilmember Rostad noted social workers do much more than work with older residents, and that we need more of them, and said this doesn't need to be an either/or scenario, as she would like to help those in crisis and agreed with Mr. Hookom's suggestion to decrease contributions if implemented.

Mr. Mentor said the group hasn't discussed the .1% fee, which is a tax that typically goes up, and asked what would prevent that from occurring. Mr. Lee said this would only be done to administer the program, which has to be

monitored, and that he would prefer an accounting firm be utilized instead of City staff, and that the intent would be to keep the costs to a minimum.

Mayor Skogquist said we could go higher if justified, but noted any fee would have to be adopted and then addressed through a referendum, so there are many safeguards in place.

Mr. Mentor shared concerns about the ever-increasing costs. Councilmember Rostad said there would be a great deal of oversight to avoid that concern, adding that the City is consistently audited.

Mr. Mentor noted there was oversight at the State as well, but fraud occurred.

Jason Abelser, said he saw this as a way for the City to gain revenue and asked how much that would be. Councilmember Rostad said the amount would be approximately \$100,000, which was fairly small comparatively, and suggested finding another way to tax.

Councilmember Scott said this could be used as a tool to get back to the spirit of what we're trying to do and address negative externalities or have funds from Anoka patrons, but ensure some of those funds stay local. He said this was the impetus of the concept, but we need to ensure we do not penalize the existing infrastructure.

Mayor Skogquist asked for Council direction, adding that if we do this, we need a policy to make the groups whole. He felt the exercise was fruitless.

Andrew Boho, Anoka, shared a third option, which was to take a year to gather data on how much money is raised and revisit then but close the loophole on the outside charities now.

Councilmember Scott said we still need to address the .1% administrative fee.

Mr. Mentor said, without guaranteeing that they get something back, he didn't think this concept would be worth it because there would be a lot more work and frustrations with no purpose. He said we've been doing this for so long and doing just fine, and said this was not about protections but having someone get pushed out of a business.

Mayor Skogquist said the issue was that some were not following the ordinance and that the City needed to do a better job policing that. He said the City was not trying to take all the money and wanted a respectful conversation, but said there was a problem that needed to be addressed while accommodating the concerns brought forward by the organizations, while not taking proceeds out of Anoka.

Ms. Oehlers said that through an accounting firm and annual reports, we can ensure proceeds are staying in Anoka, and then organizations will get their contributions back after Council approval.

Councilmember Rostad said that was a great point, as the aggregate was \$100,000, which was .1% of the levy and could be used towards parks or something else, and lower taxes for property owners.

Councilmember Campbell added that this way, large amounts will go back to the organizations.

Mr. Jungling said we need to have protections to keep charitable proceeds in Anoka now and into the future, and ensure the ones who are doing more than 10% should get that back, but his concern was that they already do this and more, and that the City wants a part of that.

Councilmember Rostad said we can't guarantee getting the 10% contribution because year to year that could change, but all have to contribute, and that she would support giving funding back if the criteria were met.

Mr. Boho said if the opportunity for a scholarship or tree lighting arises, he doesn't want to deprive others of scholarships. He said he understood the social worker's need but didn't support taking funding for events.

Mr. Jungling said they are spending much more outside of their organization, and taking this money will result in losses to other organizations. He said we are a good partner now and wanted that to continue, but his concern was that the .1% fee would continue to increase.

Councilmember Scott said he could support the 10% contribution, which would be returned if proven funding was local, as it would not accidentally exclude any organization. He said this would allow the City to benefit regardless, even if returned, because the money will remain in the community.

Councilmember Campbell said if we don't find a way to get the most from the 10% contribution, then we shouldn't do this.

Councilmember Rostad said she was good with the .1% fee and the 10% contribution if a process was established for its return, but would like to see the data first.

An audience member said ACBC Food Shelf was interested in charitable gambling but needed to obtain a premise permit first.

Councilmember Weaver said he could support this if the four organizations would agree it's to their benefit, and if not, this wouldn't accomplish anything because

we know the real issue is with an outside organization. He said we all need to keep in mind that we're establishing new regulations for all these groups who may not donate back anymore, resulting in fewer contributions overall.

Councilmember Rostad said the process needs to be reviewed and addressed, regardless of the outcome.

Mayor Skogquist said this concept addresses outside organizations. Councilmember Weaver agreed but noted they are also our neighbors.

Lori, Anoka American Legion, said they were already at the 50% contribution level to Anoka so that won't be a concern for the Legion.

Council consensus was to move forward with the .1% tax for administration, the 10% mandatory fund contribution, and create a policy that includes a certain threshold for organizations to receive 100% of their funds back if 50% of their proceeds go back to Anoka. Council agreed to change the definition of an Anoka organization and remove the Tier 3 option and direct Mr. Lepak to review this language for further review at the February 23 worksession.

Council took a short recess at 7:47 p.m.

3.3 Discussion: City-Owned Property at Bunker Lake Boulevard and 7th Avenue – Direction on Development Transportation Elements Requirement.

Community Development Director Doug Borglund and Assistant City Engineer Ben Nelson shared a background report stating the City of Anoka owns a vacant 14± acre lot at the northwest corner of Bunker Lake Boulevard (CSAH 116) and 7th Avenue (CSAH 7). The City Council last discussed potential development at this location in 2023, and it was determined that the proposed development would not move forward. During 2023, when the proposed development was being considered, the City of Anoka held informational neighborhood meetings regarding the commercial site. Community feedback expressed strong support for a public road connection through the commercial site, which would maintain access to the adjacent neighborhoods. This past fall, the City proactively hosted a public engagement on November 20, 2025, to gather feedback on the proposed road connection. The invitation for this meeting was directly mailed to the Rum River Shores and Rum River Shores North developments. There were approximately 12 people who attended the meeting, along with a couple of Councilmembers. An online questionnaire was launched on the City's website, with paper copies available upon request, to gather the neighborhood's perspective in advance of any development. The questionnaire period closed on December 5, 2025, and the City solicited input on many questions. Council should be aware that, in order to complete the questionnaire, residents were required to be members of the Rum River Shores Homeowners Association (HOA) and to acknowledge that they were representing the opinion of their

household. It's also noteworthy to mention that there are approximately 110 single-family homes within the two developments. They shared a summary of the 17 questionnaire responses received, which included that most did not support converting 6th Avenue to a one-way southbound and preferred it remain as it was today, and that a smaller portion supported the one-way option, noting that no residents selected a neutral position. They said the road connection was a key element of discussion this evening, as staff will need to guide any future developer on what will be acceptable to the City. The proposed conversion of 6th Avenue may be included in the development, or the City may include a condition in a future development agreement requiring the developer to construct such improvements within a specified time frame after project completion. This would be based on the traffic patterns following full build-out of the site and the resulting impacts in the adjacent neighborhoods. Based on the findings, the question for consideration is whether the City Council supports a public road connection or a private road connection. They said any future road improvements for the development, along with their associated costs, shall be the responsibility of the developer and asked that Council provide staff direction regarding the public or private road connection through the northwest corner of Bunker Lake Boulevard (CSAH 116) and 7th Avenue (CSAH 7).

Councilmember Weaver asked further questions regarding making this a public road, as it will determine the development with smaller lots because there will be no grocery store included, resulting in two-acre outlots and a road commitment going forward.

M. Borglund said if a group was interested, it would be their responsibility to submit a plan and pay for the road infrastructure.

Mayor Skogquist said we need connections from 7th Avenue to 6th Avenue. Mr. Borglund said staff would like direction on what message to deliver to interested parties regarding either a public or private connection.

Mayor Skogquist said he was fine with the majority of the input to have some sort of public connection to 6th Avenue, but never liked the option of restricting 6th Avenue and park access, and informing the entire neighborhood about whatever proposals are submitted.

Mr. Lee said we could tell a developer to share in the cost and place that in escrow, and then re-evaluate after two years.

Councilmember Weaver said if the median goes down further, drivers can't make a left onto 6th Avenue and will go through the neighborhood, which would be a concern. Mayor Skogquist said that would only occur for drivers coming from the south.

Councilmember Campbell noted several residents commented on the need for signage so their neighborhood doesn't become a through-road. Councilmember Scott agreed that it could occur for those on Parkview Circle.

9. OTHER BUSINESS

None.

10. ADJOURNMENT

Motion by Councilmember Scott, seconded by Councilmember Rostad, to adjourn the Worksession at 8:11 p.m.

Motion carried.

Submitted by: Cathy Sorensen, *TimeSaver Off-Site Secretarial, Inc.*

Approval Attestation:

Amy T. Oehlers, City Clerk

**DRAFT REGULAR MEETING OF THE ANOKA CITY COUNCIL
ANOKA CITY HALL
CITY COUNCIL CHAMBERS
FEBRUARY 2, 2026**

1. CALL TO ORDER

Mayor Skogquist called the regular meeting of the City Council to order at 7:00 p.m., followed by the Pledge of Allegiance.

2. ROLL CALL

Present at roll call: Mayor Skogquist, Councilmembers Campbell, Rostad, Scott, and Weaver.

Also present: City Manager Greg Lee; Assistant City Engineer Ben Nelson; Police Chief Andy Youngquist; Community Development Director Doug Borglund; Director of Public Services Mark Anderson; Enterprise Director Kevin Morelli; Dispensary Manager Stephanie Rietz, Assistant Dispensary Manager Jamie Croyle, Marketing Director Megan Thielke, Lead Budtender Stacy Daden; Electric Operations Superintendent Warren Magnus; Assistant Electric Director Paul Houts; City Attorney Scott Baumgartner; and Electric Utility Director Del Vancura.

Absent at roll call: None.

3. COUNCIL MINUTES

3.1 January 12, 2026, Special Worksession.
January 20, 2026, Regular Meeting.

Mayor Skogquist clarified the vote on the Consent Agenda, with Councilmembers Campbell, Scott, and Mayor Skogquist voting aye and Councilmember Weaver voting nay.

Motion by Councilmember Scott, seconded by Councilmember Campbell, to approve minutes of the January 12, 2026, Special Worksession and the January 20, 2026, Regular Meeting as corrected.

Vote taken. Mayor Skogquist, Campbell, Scott, and Weaver voted nay. Councilmember Rostad abstained. Motion carried.

4. OPEN FORUM

4.1 Police Activity Update.

Police Chief Andy Youngquist shared an update regarding two recent significant incidents. He said one involved an impaired driver who was arrested and encouraged the public to contact 911 when seeing concerning driving. He then shared about the great police work and citizen assistance that helped save the life of an individual who was in cardiac arrest at a place of worship, was revived, and was currently recovering. He then shared current happenings in Minnesota with Homeland Security, the Minnesota Police Chiefs Association, the Sheriff's Association, the Department of Public Safety, and federal authorities to help better collaborate with public safety, and then shared the Chiefs Association statement regarding this topic. He shared how this situation was still fluid and how he hoped it would become calmer over time, and he will continue to update the Council on the status.

Councilmember Rostad thanked staff for the update that recognized citizen safety throughout the community and asked for data on calls regarding immigration enforcement activity. Chief Youngquist said staff could share those reports, but noted sometimes the reports don't contain much, as they are not responded to unless there is an active operation.

Mayor Skogquist said he appreciated the elements of public safety, accountability, community safety, and budget that was having more and more of an impact on the community, residents, and businesses then shared his frustration regarding the situation and said data would be important to understand how much this is occurring and resulting in calls and resources deployed throughout the City which should be continued to be monitored.

Chief Youngquist said he was encouraged by the conversations being held, was trying to remain optimistic, and was grateful that these organizations were advocating for continuing collaboration in operations.

Motion by Councilmember Weaver, seconded by Councilmember Scott, to correct the January 20, 2026, Regular Meeting reference on Page 13 from Chief Peterson to Chief Youngquist.

Vote taken. All ayes. Motion carried.

OTHER INFORMATION UNDER OPEN FORUM

Ellen Hadley, Anoka, thanked the Council and staff for their statement regarding immigration enforcement and encouraged people to call if they see something. She said she was pleased to know that First Amendment rights to protest would be

honored and shared how their group had taken that to heart during their recent food drive to support students and parents. She said the event brought attendance from Governor Walz and Ms. Walz, and that they felt less fearful of retribution from outsiders because of the Anoka Police Department. She shared how their group took to the streets to protest the next morning after Alex Pretti was murdered, and how their pop-up vigil had over 300 people attend, and how they felt confident in doing this with the Police Department's assistance.

Sue Dergantz, 342 Wilson Street, said she had been told by others not to mention ICE when calling 911 because the police would not respond, and asked for clarification. Chief Youngquist said the presence of an ICE official alone was not a reason to call 911, but if a conflict was taking place or something that compounds towards a public safety concern should be reported.

Joelle Alvord, Anoka, commented about people congregating to protest, which was seriously impacting downtown Anoka businesses, and suggested that groups consider congregating in areas farther away from downtown Anoka.

Councilmember Rostad said several cities were joining Cities for Safe Communities and suggested this could be a possible solution regarding this topic. She said the group's goals included a number of elements that resonated with her in ensuring that people feel safe and encouraged. Anoka to consider this or adopt our own resolution, as citizen voices needed to be heard and have consistent messaging.

Mayor Skogquist said the North Metro Mayors Association recently held a meeting in Ramsey and said no matter what people feel about the situation, there are real impacts that are occurring, and suggested contacting them regarding their work on this topic.

5. PUBLIC HEARING(S)

None.

6. CONSENT AGENDA

City Attorney Scott Baumgartner clarified the fee limits for the lower-potency hemp edible registration that totaled \$250.00.

Motion by Councilmember Campbell, seconded by Councilmember Scott, to approve Items 6.1 through 6.7 of the Consent Agenda.

6.1 Verified Bills.

6.2 Revising and Setting Council Calendars.

- 6.3 Minnesota Municipal Power Association Annual Published Power Rates.
- 6.4 Approve Issuance of a Massage Therapist License for Shuana Yang of Anoka Massage and Pain Therapy, 710 East River Road.
- 6.5 Approve Issuance of a Massage Therapist License for Erin Boston of Restore Therapy LLC, 229 Jackson Street, Suite 105.
- 6.6 Approve Issuance of an Adult-Use Cannabis Products Registration Applicant for the City of Anoka, dba Anoka Cannabis Company, 830 East River Road.
- 6.7 Approve Issuance of Lower-Potency Hemp Products (LPHE) Registration and Renewal Applications for the City of Anoka, dba Better Values Liquor, 847 East River Road.

Vote taken. All ayes. Motion carried.

7. REPORTS OF OFFICERS, BOARDS, AND COMMISSIONS

None.

8. PETITIONS, REQUESTS, AND COMMUNICATION

None.

9. ORDINANCES AND RESOLUTIONS

- 9.1 RES/Trunk Highway 47 Corridor and BNSF Grade Separation Project; Approve and Authorize the Execution of the 2026 Federal Transportation Grants Technical Assistance and IIJA Discretionary Match Assistance Grant Agreement with the State of Minnesota Department of Transportation.

RESOLUTION

Assistant City Engineer Ben Nelson shared a background report that the City led the Trunk Highway 47 Corridor and BNSF Railroad Grade Separation Project, which is for the improvements along Highway 47, extending north from U.S. Highway 10 at Pleasant Street (CSAH 30) to Bunker Lake Boulevard (CSAH 116). On June 3, 2024, Council approved the 2024 Federal Transportation Grants Technical Assistance and Infrastructure Investment and Jobs Act (IIJA) Discretionary Match Assistance Grant Agreement with the State of Minnesota Department of Transportation (MnDOT) for the amount of \$30,000. These funds were used to apply for the Consolidated Rail Infrastructure and Safety Improvements (CRISI) and Railroad Crossing Elimination (RCE) Federal Grant Applications. On January 21, 2025, Council approved the 2025 Federal

Transportation Grants Technical Assistance and IJA Discretionary Match Assistance Grant Agreement with the MnDOT for the amount of \$30,000. These funds were used to apply for the CRISI and RAISE Federal Grant Applications. Pursuant to the 2023 Minnesota Legislative Session, Chapter 68, Article 4, Section 110, and Article 1, Section 2, Subdivision 5(a), the State appropriated \$2 million in general funds available for grants to townships, small cities, state aid cities, counties, and tribal governments to hire consultants for technical assistance in identifying and applying for transportation-related federal discretionary grants. The MnDOT State Aid Office administers and manages the Infrastructure Investment and Jobs Act (IIJA) Discretionary Match Program for local agencies to apply and receive these funds. The technical assistance grants may not exceed \$30,000, and no more than one grant can be awarded to each local government in a calendar year. State-funded technical assistance grants are available primarily for hiring consultants to develop Federal IIJA discretionary grant applications. Federal discretionary grants generally are those that require an application to be submitted directly to the federal government. The City of Anoka was approved for up to \$30,000 in state funds from the IIJA Technical Match Assistance Grant Program and was assigned a State Aid Project. The City entered into a Force Account Agreement with the MnDOT State Aid Office, and State Aid issued the City a funding letter. These funds have been made available to the City of Anoka in the City's State Aid Accounting System Account for engineering. Should Council wish to utilize the state funds for the Trunk Highway 47 Corridor and BNSF Railroad Grade Separation Project, the next step is for the City to approve and enter into the Federal Transportation Grants Technical Assistance and IJA Discretionary Match Assistance Grant Agreement with the MnDOT. The agreement has been reviewed, and there are no specific objections by the MnDOT State Aid office or the City Attorney. He outlined important requirements of the grant contract agreement, then shared that the IIJA Discretionary Match Assistance Grant for \$30,000 will aid in funding for the City's desire to apply for upcoming competitive-based grant solicitations. This could be one of the very few ways the City could apply for future grant applications with minimal use of local funds. No local fund match is required by the City. Future upcoming grant applications for the IIJA Technical Discretionary Grant funds that could be utilized by the City to hire a consultant engineering firm are for the following grant solicitations. Mr. Nelson outlined the proposed project schedule, which included construction from 2029 to 2031.

Motion by Councilmember Rostad, seconded by Councilmember Scott, to adopt a resolution approving the Trunk Highway 47 Corridor and BNSF Railroad Separation Project; Approve and Authorize the Execution of the 2026 Federal Transportation Grants Technical Assistance and Infrastructure Investment and Jobs Act ("IIJA") Discretionary Match Assistance Grant Agreement with the State of Minnesota Department of Transportation

Upon a roll call vote, Mayor Skogquist, Councilmembers Campbell, Rostad, Scott, and Weaver voted in favor. Motion carried.

9.2 RES/Trunk Highway 47 Corridor and BNSF Grade Separation Project; Supporting Pursuit of FY 2026 Better Utilizing Investments to Leverage Development (“BUILD”) Grant Program Funding.

RESOLUTION

Mr. Nelson shared a background report on the Better Utilizing Investments to Leverage Development (BUILD) Grant Program for fiscal year (FY) 2026, which helps communities around the country carry out projects with significant local or regional impact. This program provides project sponsors the opportunity to obtain funding, and it supports projects that often struggle to find funding elsewhere. The BUILD funds are targeted toward surface transportation projects that will have a significant local or regional impact to improve safety, quality of life, mobility, and community connectivity; economic competitiveness and opportunity; and innovation. The BUILD Grant is a multimodal, merit-based, competitive award for planning or construction of surface transportation infrastructure that may provide federal funds up to 80 percent of the project cost. The minimum 20 percent non-federal share may be comprised of local or private sector funding. The U.S. Department of Transportation (DOT) made \$1.5B through the Infrastructure Investments and Jobs Act (IIJA) in federal funds for FY 2026. This solicitation requires urban projects to request at least \$5M, and the maximum award is \$25M. Applications are due February 24, 2026, and successful applicants shall be notified in late summer to early fall 2026. DOT will not accept late applications, and an applicant may submit up to three applications. The City-led Trunk Highway 47 Corridor and BNSF Railroad Grade Separation Project is for the improvements along Trunk Highway 47 (Ferry St. and St. Francis Blvd.), extending north from U.S. Highway 10 at Pleasant Street (CSAH 30) to Bunker Lake Boulevard (CSAH 116). An excellent candidate for these BUILD Grant Program funds is the City’s Trunk Highway 47 Corridor and BNSF Railroad Grade Separation Project. As identified by the U.S. Department of Transportation, the Burlington Northern Santa Fe (BNSF) Railroad Crossing at Highway 47 (Ferry Street) is considered one of the worst crossings in the State. The intent and desire of this grant would be to fund final design and construction. This grant would finalize the City’s desire to explore a more comprehensive reconstruction of the Highway 47 corridor, beyond just solving transportation needs, focusing on maximizing safety to the traveling public while minimizing environmental impacts. The benefits of this corridor will reduce severe and fatal crashes, improve operational efficiencies, relieve congestion, and decrease emergency response time. Additional benefits include improving safety for bicyclists by providing a multi-use trail connection. As part of the application process, the local agency is required to submit a signed resolution stating that the agency is requesting funding from the U.S. Department of Transportation through the RCE Grant Program and to document the funding commitments. And if awarded, the City of Anoka is committed to securing the required 20% local contribution and will be required to enter into a grant agreement to utilize these funds as part of the

awarding process. These funds may be provided through other local competitive funding sources. It's worth noting that, as part of the awarding process, the City will be required to enter into an agreement that incorporates all applicable state and federal regulations associated with accepting federal funding. It is recommended that staff be appointed as the designated agent (authorized representative) to execute agreements as necessary to satisfy said funding. The authorized representative for the City of Anoka retains the authority to execute any amendment related to the project. To ensure successful project completion, it's recommended that the City Council designate Greg Lee, City Manager, and Ben Nelson, Assistant City Engineer, or their successors, as the authorized representatives for the City of Anoka. Existing BNSF at-grade crossing looking north on Hwy 47 (Ferry St). As part of the application process, the local agency is required to submit a signed resolution stating that the agency is requesting funding from the U.S. Department of Transportation through the BUILD Grant Program and to document the funding commitments. The preliminary project cost for the project is \$90M, with \$43M in committed funding to date. The BUILD Grant could fund the final design and construction costs for the entire project. The City of Anoka is requesting \$25,000,000 through this solicitation, with a non-federal local match commitment for this grant request of \$5,000,000 contingent upon grant approval. An important component of the local match commitment is the flexibility to utilize other funding sources, such as state bonding funds, other competitive grants, or a financial commitment from MnDOT. This approach mirrors the successful strategy used to complete the funding plan for the Anoka Highway 10 Project, which minimized the use of City of Anoka local funds. Additionally, the staff intends for the city to apply for MnDOT's assistance available through the Infrastructure Investment and Jobs Act (IIJA) Match Program, should a future legislative session provide additional funding for this program. Mr. Nelson shared the proposed project schedule that would occur from 2029 to 2031.

Councilmember Rostad commended staff for finding creative ways to find grant funding for infrastructure.

Motion by Councilmember Rostad, seconded by Councilmember Campbell, to adopt a resolution approving Trunk Highway 47 Corridor and BNSF Railroad Grade Separation Project; Supporting Pursuit of FY 2026 Building Utilizing Investments to Leverage Development (BUILD) Program Grant Funding.

Upon a roll call vote, Mayor Skogquist, Councilmembers Campbell, Rostad, Scott, and Weaver voted in favor. Motion carried.

9.3 RES/Approving Agreement Between the City of Anoka and Hoisington Koelger Group Inc. for Services About Preparing the 2050 Comprehensive Plan Update.

RESOLUTION

Community Development Director Doug Borglund shared a background report stating it was time to begin updating the City of Anoka's Comprehensive Plan. He said while it may feel like the City just adopted the 2040 Plan, Community Development staff will be focusing on the next update in 2026. As required by Minnesota law, all cities, counties, and townships within the seven-county metropolitan region must update their comprehensive plans every 10 years. This process ensures that our local plans for future development and infrastructure improvements align with the Metropolitan Council's goals for coordinated regional growth. The kickoff to this update process is the release of Community System Statements from the Metropolitan Council. Locally, the Comprehensive Plan serves as a vital tool for City officials, staff, residents, and other stakeholders. It provides forecasts and future needs, guidance for development and zoning, prioritization of public investments, and a centralized information resource. He outlined the Metropolitan Council's responsibilities and how all incorporated cities, counties, and townships within the seven-county metropolitan region must prepare a comprehensive plan and update that plan every 10 years. The regional planning process begins after the U.S. decennial census, using updated forecasts and local plans to inform the region's long-term vision. Mr. Borglund said staff recommends that the City move forward with contracting Hoisington Koelger Group Inc. (HKGI) to complete the Comprehensive Plan update. HKGI is a highly regarded land-use planning firm with extensive experience in the Twin Cities metropolitan area, greater Minnesota, and throughout the Midwest. The firm has an established working relationship with the City of Anoka and brings valuable institutional knowledge from previous projects, including the 2012 Greens of Anoka Redevelopment Plan, the 2012 Anoka Station Plan, the 2024 Anoka Station Plan Update, and the Miller Building/Community Center Study. The Comprehensive Plan is a complex, wide-ranging document that addresses numerous elements of the community's long-term vision and development. Given the size and scope of this project, it exceeds the capacity of the current Community Development staff to complete it in a timely and effective manner. Engaging HKGI will ensure the City receives a high-quality, comprehensive, and professionally guided planning process.

Councilmember Weaver spoke about disagreements with the Met Council and affordable housing and owner-occupied housing, and asked how we will address this since Anoka already has so much rental housing in place. Mr. Borglund confirmed that the topic will be part of this process.

Mayor Skogquist said this is a very complex document and that in the past staff has tried to complete inhouse but other issues arose, and while this is an expensive document, there are efficiencies in hiring a consultant as they do this work in other cities, and the project has been budgeted for.

Motion by Councilmember Scott, seconded by Councilmember Rostad, to adopt a resolution approving an agreement between the City of Anoka and Hoisington Koegler Group Inc. for Services About the 2050 Comprehensive Plan Update.

Upon a roll call vote, Mayor Skogquist, Councilmembers Campbell, Rostad, Scott, and Weaver voted in favor. Motion carried.

9.4 ORD/Approving a Purchase Agreement for the 4th Avenue and Johnson Street City-Owned Development Site.

1st Reading

Mr. Borglund shared a background report stating the subject property consists of 2.58 acres located within the Transit-Oriented Development (TOD) area at 4th Avenue and Johnson Street, immediately north of the parking ramp. The site is currently leased by Met Council/Metro Transit and used as a parking lot serving the NorthStar Station and Commuter Rail. Should the City Council proceed with the proposed purchase agreement, the City will need to formally notify Met Council/Metro Transit of its intent to retake possession of the property. The City has been in discussions with MWF Properties regarding the redevelopment of this site since 2020. MWF proposes construction of a 4-story, 131-unit market-rate apartment building on the 2.58-acre parcel. Conceptual site plans and building elevations have been provided as part of the development review materials. The executed Letter of Intent (LOI) and the draft purchase agreement established a \$1,000,000 purchase price for the raw land. He outlined MWF's offer history and said the City completed an appraisal of the property in March 2025, which determined a market value of \$1,310,000. Mr. Borglund shared the proposed schedule and said the staff recommended holding the first reading of the proposed ordinance.

Mayor Skogquist thanked staff for their work on the purchase agreement.

Motion by Councilmember Scott, seconded by Councilmember Campbell, to hold first reading of an ordinance to convey real property to MWF Properties, LLC, dba Velair Development Company.

Upon a roll call vote, Mayor Skogquist, Councilmembers Campbell, Rostad, Scott, and Weaver voted in favor. Motion carried.

9.5 ORD/Approving an Option Agreement for the 2nd Avenue and Van Buren Street City-Owned Development Site.

1st Reading

Mr. Borglund shared a background report stating the subject property consists of 2.15 acres located at 2nd Avenue and Van Buren Street, immediately north of the 2nd Avenue City parking ramp. The site has remained vacant for several years and has long been identified as a priority redevelopment opportunity for the City of Anoka. The only existing structure is the Old Library Building, utilized by the Anoka County Historical Society. The Historical Society is relocating to another site within the City, clearing the way for redevelopment. Proposed Development Plans: The City and Gaughan Development have been in discussions regarding the redevelopment of this site since 2018. The current concept envisions a 4–5 story mixed-use project with the following components: 371 structured parking stalls, 164 market-rate apartment units, 21 ownership condominium units, 11,000 sq. ft. event center, 38-room boutique hotel, and restaurant space. The estimated construction value is approximately \$60 million, representing a major private investment in downtown Anoka. He shared conceptual site plans and building elevations, then outlined the Option Agreement in detail. He noted Gaughan Development, LLC, may extend the Option Period twice, each for 120 days, by providing written notice at least 30 days before expiration and paying an additional \$5,000 per extension. He then shared an overview of Projected Development Milestones.

Dan Hebert, Gaughan Development LLC, shared further about their proposed project improvements that would highlight the riverwalk, social district, and downtown activities like the pedal pub. He said they wanted this to be a connective piece through the unit mix and would take advantage of the beautiful river views and drive the need for condos in the social district and bring rooftops to the downtown for both living and shopping.

Councilmember Scott thanked the applicant for the background and the Economic Development Commission for the hotel study, stating the proposed mixed-use will result in more demand for housing downtown and highlight the cultural elements and other events in the downtown area, creating a great stay and play amenity, adding he felt the project fit the feel of downtown Anoka.

Councilmember Campbell said he has seen designs of similar projects in other cities and was very impressed and excited to see this project occur in Anoka.

Motion by Councilmember Scott, seconded by Councilmember Rostad, to hold first reading of an ordinance approving an option agreement for the 2nd Avenue and Van Buren Street City-owned development site.

Upon a roll call vote, Mayor Skogquist, Councilmembers Campbell, Rostad, Scott, and Weaver voted in favor. Motion carried.

Mayor Skogquist thanked the applicant for investing in Anoka, which would be similar to the City of Shakopee, and felt it would work well.

9.6 ORD/Amending City Council Salaries.
(2nd Reading)

ORDINANCE

City Manager Greg Lee shared a background report stating that pursuant to Section 2.17 Salaries of the City Charter, the City Council is to review the Mayor and City Council salaries in June of every odd-numbered year. He said at the June 23, 2025, worksession, Council discussed and reviewed the salaries, and direction was given to staff to bring forth an ordinance amending the Mayor and City Council salaries, providing for a cost-of-living adjustment (COLA) increase for 2026 and 2027, which coincides with the COLA increases given to staff. The Council also requested that there be included reimbursement for out of pocket-expenses expended by the Mayor or City Councilmembers for mileage relating to attendance at conferences, seminars, meetings other than City-held meetings, where a member was attending as a representative of the City Council. The first reading of this ordinance was held at the January 20, 2026, meeting, and the second reading was being presented at this time for adoption. He said if adopted, the increase would go into effect in January 2027.

Motion by Councilmember Scott, seconded by Councilmember Campbell, to hold second reading and adopt an ordinance Establishing Salaries For Mayor And City Council Pursuant to Section 2.07 of the Charter of the City of Anoka.

Councilmember Scott said it was appropriate for any Councilmember, regardless of who is serving the citizens, receive similar compensation based on cost-of-living increases.

Mayor Skogquist shared that the Council's annual salary was \$9,900, and the Mayor's was \$11,000, and that whoever serves it was important that they receive what employees were receiving and felt this was reasonable.

Motion by Councilmember Scott, seconded by Councilmember Campbell, to hold second reading and adopt an ordinance establishing salaries for Mayor and City Council pursuant to Section 2.07 of the Charter of the City of Anoka.

Upon a roll call vote, Mayor Skogquist, Councilmembers Campbell, and Scott voted in favor. Councilmember Weaver voted nay. Motion carried.

10. UNFINISHED BUSINESS

None.

11. NEW BUSINESS

11.1 Consideration of Appointment to the Parking Advisory Board.

Mr. Lee shared a background report stating that the City has been advertising for quite a while for applications for the Parking Advisory Board. He said there are currently three vacancies on this Board, all full-term positions for three-year terms. He said staff received one application from Borgie Bonthuis, who served on the Planning Commission for many years but chose not to continue serving on that Commission when her term expired last year.

Mayor Skogquist asked if Chief Youngquist was able to identify anyone interested in serving. Chief Youngquist said he contacted the new Chamber of Commerce president but had not received a response, adding he has worked with Ms. Bonthuis in the past and that she will be a good addition to the Board.

Motion by Councilmember Campbell, seconded by Councilmember Rostad, to appoint Borgie Bonthuis to the Parking Advisory Board.
Vote taken. All ayes. Motion carried.

12. UPDATES AND REPORTS

12.1 Anoka Dispensary; Ribbon Cutting Ceremony Event, Thursday, February 5, 2026, 2:00 p.m. – 839 East River Road.

Enterprise Operations Director Kevin Morelli shared that there was less than a year from groundbreaking to full construction completion for the Anoka Cannabis Company, which would be holding a ribbon-cutting ceremony and making history as the first municipal cannabis dispensary both in Minnesota and the United States. He said the dispensary was fully-owned by the City of Anoka and all profits from the venture will be reinvested into the community. He said the ceremony would be held on February 5, 2026, at 2:00 p.m. at 839 East River Road and will include a brief program, remarks from the City of Anoka and State of Minnesota elected officials, and an official ribbon-cutting. He said additionally, there will be opportunities for photos and interviews before and after the program, and the public is welcome to attend.

Dispensary Manager Stephanie Rietz introduced Assistant Dispensary Manager Jamie Croyle, Marketing Director Megan Thielke, and Lead Budtender Stacy Baden and noted the team also included Lead Budtender Tatiana Sannes-Hankerson.

Jamie Croyle said she has been invested in this venture for a long time and was excited to be in and connecting in the community, and thanked the City for the opportunity.

Stacy Baden said she was very excited and thanked the City for making this a reality and bringing the community back together and improving the area.

Megan Thielke said she was learning a lot and was excited to bring this project to life while creating community.

Councilmember Scott thanked everyone for their work and said that while this was an adult-only product, the proceeds would benefit the entire community. He thanked staff for the vision and for creating a community-centered enterprise that was welcoming, and noted he shared the opening at their recent Joint Law Enforcement Commission meeting.

Councilmember Rostad said this was innovative thinking all around and that everyone worked hard to make this a reality so quickly, and that she was excited for the marketing of products and apparel as well.

Mayor Skogquist said City projects can be slow at times to allow for good processes, but said the entire staff came together to make this a reality, and that he looked forward to this opening. He shared his support for the inclusion of solar panels to help offset operating costs, which were covered, and complimented everyone on a job well done.

12.2 MMUA Mutual Aid Commendation.

Electric Utility Director Del Vancura introduced Construction Superintendent Warren Magnus and Paula Houts, Assistant Electric Director, and then shared a background report stating AMU received a request from MMUA to assist with the expected damage recovery from the ice storm in North Carolina on January 23, 2026. This request for mutual aid was organized, coordinated, and deployed in under 24 hours. Crews departed from Rochester Public Utility on schedule and headed southeast to support our public power partners in North Carolina. Travel for crews was challenging, with speeds periodically dropping to 25-30 miles per hour. The good news was that everyone made it safely. AMU was part of a group of 44 linemen who arrived to help. After splitting into smaller teams, AMU travelled together with its group to Kings Mountain, NC. Most public power outages at the time were heavily concentrated in Tennessee, Mississippi, and Louisiana. Since the storm turned into a snow event rather than the ice event that was anticipated, there was not enough damage to keep AMU crews in that area. MMUA made every effort to reassign the Minnesota crews to the Tennessee area, but there were already hundreds of crews from surrounding states converging there to assist. Crews made the long drive back to Minnesota and arrived on

January 28, 2026, at approximately noon, and according to the Department of Energy, the AMU crew learned that this deployment was considered the largest mutual aid mobilization ever recorded. He said all AMU expenses will be billed back to the Public Power groups in North Carolina, then noted Nashville utilities are looking for material to address the power outages that are currently occurring, and will work to assist if possible.

Mr. Lee Anoka noted that the City gets reimbursed for any contributions and that these partnerships focus on the time and expertise of the linemen, as that is so important.

Mayor Skogquist said it is great to see how we can all help each other and thanked staff for setting this up.

12.3 Announcement of Retirement for Electric Utility Director Del Vancura, February 6, 2026.

Mr. Lee shared that Electric Utility Director Del Vancura was retiring on February 6 after a 40-year career and thanked him for all his efforts for the City. He said he was a great director and thanked him for his service, then invited the Council to the retirement event on February 6 at the Anoka Fire Station.

Mr. Vancura shared how when he arrived for his interview, the Main Street bridge was being reconstructed, and because of the traffic impacts, he could have missed his interview. He complimented all the great people in the City throughout all departments and said everyone works together. He said it was an honor to serve the City of Anoka and its customers, adding he has almost 49 years in the industry overall.

Councilmember Weaver said it is not often that an entire career is dedicated to one entity and said Mr. Vancura lives, coaches, and works in Anoka, and thanked him for a job well done.

A round of applause was offered by all in attendance.

12.4 Tentative Agenda(s).

The Council reviewed tentative agendas.

12.2 Staff and Council Input.

None.

13. ADJOURNMENT

Councilmember Scott made a motion to adjourn the Regular Council meeting.
Councilmember Campbell seconded the motion.

Vote taken. All ayes. Motion carried.

Time of adjournment: 8:23 p.m.

Submitted by: Cathy Sorensen, *TimeSaver Off-Site Secretarial, Inc.*

Approval Attestation:

Amy T. Oehlers, City Clerk

COUNCIL MEMO

Agenda Item # 4.1

Meeting Date: February 17, 2026
Agenda Section: Open Forum
Item Description: Police Activity Update
Submitted By: Andy Youngquist, Police Chief

BACKGROUND INFORMATION

This item will be an Agenda Item on all Council agendas for Regular meetings.

The item is to provide an opportunity for the Council to receive an update on Police activity throughout the City, and to provide an opportunity for the Council to have a general discussion on Police activities.

Please remember that any discussion that develops into the need for formal Council action should be placed on a future Regular or Special Meeting agenda.

FINANCIAL IMPACT

Not applicable.

REQUESTED COUNCIL ACTION

No action permitted under the Open Forum.

REQUIRED VOTE

Not applicable.

COUNCIL MEMO

Agenda Item # 6.1

Meeting Date: February 17, 2026
Agenda Section: Consent Agenda
Item Description: Verified Bills
Submitted By: Brenda Springer, Finance Director

CONSENT AGENDA

Consent agenda contains several separate items which are acted upon by the Council in one motion. Upon request, any Consent Agenda item may be removed, and if necessary, placed somewhere else on the agenda or on a future agenda for Council discussion & action.

BACKGROUND INFORMATION

Each Council meeting the City Council is presented with two lists of bills. One list has been paid prior to the meeting to take advantage of discounts and to prevent late fees. The other list is for payments which are prepared to be paid. City Council ratification of the prepaid bills and approval of the bills to be paid is required.

If you have questions about a particular bill, please call me at (763) 576-2771.

FINANCIAL IMPACT

Will vary from meeting to meeting.

REQUESTED COUNCIL ACTION

Approval of the **Consent Agenda** will mean ratification and approval of the Bill List(s).

REQUIRED VOTE

The **Consent Agenda** is approved by a majority vote of the Councilmembers present at the meeting.



PAID BILL LIST FOR RATIFICATION

By Fund

Payment Dates 2/3/2026 - 2/16/2026

Payment Number	Vendor Name	Description (Payable)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
4017	TimeSaver Off Site Secretarial,	EDC Meeting	Expert & Professional Services	101-4190-631100	172.00
178708	Bolton & Menk, Inc	Anoka/Hwy 47 Corridor/ BNS	Expert & Professional Services	101-4305-631100	5,884.00
178708	Bolton & Menk, Inc	Anoka/Rum River Stabilization	Expert & Professional Services	101-4305-631100	1,262.00
178766	Country Side Services of MN, I	Plow repairs	Maintenance & Repairs	101-4195-641100	274.28
178725	IPS	Anoka Parking Ramp-Alarm M	Maintenance & Repairs	101-4194-641100	432.00
178724	Interstate Disposal	Hauling/Disposal	Rubbish Hauling	101-4310-635140	222.28
178724	Interstate Disposal	Hauling/Disposal	Rubbish Hauling	101-4310-635140	136.56
178744	Sunram Construction, Inc	River Bank Stabilization-Applic	Expert & Professional Services	101-4305-631100	102,637.58
178807	Volunteers of America	OCT, NOV, DEC25 Food Handl	Expert & Professional Services	101-4517-631100	3,000.00
4017	TimeSaver Off Site Secretarial,	Planning Commision Meeting	Expert & Professional Services	101-4190-631100	178.00
178735	Office of MN.IT Services	DEC25 Voice Svcs	Communications	101-4194-632100	29.69
178735	Office of MN.IT Services	DEC25 Voice Svcs	Communications	101-4210-632100	29.69
178735	Office of MN.IT Services	DEC25 Voice Svcs	Communications	101-4310-632100	22.27
178735	Office of MN.IT Services	DEC25 Voice Svcs	Communications	101-4510-632100	25.22
178735	Office of MN.IT Services	DEC25 Voice Svcs	Communications	101-4515-632100	29.69
178735	Office of MN.IT Services	DEC25 Voice Svcs	Communications	101-4517-632100	44.52
178735	Office of MN.IT Services	DEC25 Voice Svcs	Communications	101-4550-632100	103.92
4007	Cintas	Mats	Clothing & Uniforms	101-4195-641270	18.29
178702	Anoka Area Chamber Comme	Monthly Chamber Luncheon-	Continuing Education	101-4120-632130	200.00
178715	Compass Minerals America, In	Bulk Course	Maintenance & Repairs	101-4310-641100	10,558.94
178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	101-4120-632100	9.04
178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	101-4190-632100	41.68
178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	101-4194-632100	51.68
178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	101-4305-632100	91.69
178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	101-4310-632100	956.63
178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	101-4515-632100	40.01
178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	101-4516-632100	91.69
178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	101-4517-632100	41.68
178802	Storey Kenworthy	2025 W2/1099 Forms	Office Supplies	101-4150-621120	395.14
178765	Compass Minerals America, In	Bulk Course	Maintenance & Repairs	101-4310-641100	26,326.04
178798	Shred Right	Shred Week of 1/22/26	Rubbish Hauling	101-4210-635140	18.85
178765	Compass Minerals America, In	Bulk Course	Maintenance & Repairs	101-4310-641100	33,055.79
178762	Clayton's Appliance Repair, In	Install Fire Extinguisher Cag	Maintenance & Repairs	101-4510-641100	298.00
178722	ECM Publishers	Feb 3 Historical Society	Advertising, Publications	101-4190-633150	60.50
178722	ECM Publishers	Feb 3 PH 1625 3rd Ave CUP	Advertising, Publications	101-4190-633150	55.00
178806	US Bank	4th Qtr INV207 MGMT-MV-Le	Contracted Services	101-4910-631110	3,412.63
178765	Compass Minerals America, In	Bulk Course	Maintenance & Repairs	101-4310-641100	58,830.67
178721	DESERT SNOW	2026 Training-3 Day Criminal	Continuing Education	101-4210-632130	749.00
4007	Cintas	Mats	Clothing & Uniforms	101-4195-641270	18.29
4007	Cintas	Mats/Uniforms	Clothing & Uniforms	101-4550-641270	57.56
178729	Menard Cashway Lumber	Ear plugs, okeeffes, 25LB bag-	General Supplies	101-4310-621130	60.78
178729	Menard Cashway Lumber	Pound supplies, Spray paint	General Supplies	101-4210-621130	85.29
178743	Streicher's	Handcuff	Clothing Uniforms	101-4210-641270	46.00
178752	AT&T Mobility	Wireless 12/26/25-1/25/26	Communications	101-4210-632100	2,689.04
178714	Comcast	1/30/26-2/28/26 Cable Servic	Other Contractual Services	101-4510-631140	531.20
178795	R.M. Cotton Company	Boiler parts-Greenhaven	Maintenance & Repairs	101-4510-641100	3,039.52
178765	Compass Minerals America, In	Bulk Course	Maintenance & Repairs	101-4310-641100	28,701.18
178716	Connexus Energy	JAN26 Street Lights	Utility Services	101-4310-635100	10.29
178716	Connexus Energy	JAN26 Street Lights	Utility Services	101-4310-635100	73.29
178716	Connexus Energy	JAN26 Street Lights	Utility Services	101-4310-635100	33.67
178729	Menard Cashway Lumber	Primer, paint	General Supplies	101-4310-621130	97.96
4008	FINKEN WATER SOLUTIONS	Water Spring 5 Gallon -3	Office Supplies	101-4210-621120	31.45
178765	Compass Minerals America, In	Bulk Course	Maintenance & Repairs	101-4310-641100	3,011.02

PAID BILL LIST FOR RATIFICATION

Payment Dates: 2/3/2026 - 2/16/2026

Payment Number	Vendor Name	Description (Payable)	Account Name	Account Number	Amount
178705	Aspen Mills	Uniforms-Xlong	Clothing, Uniforms	101-4240-641270	61.95
178705	Aspen Mills	Uniforms-Sheehy	Clothing, Uniforms	101-4240-641270	123.90
178705	Aspen Mills	Uniforms-Mora	Clothing Uniforms	101-4210-641270	2,084.46
178775	Grainger	LOW VOLT PROG TSTAT	General Supplies	101-4194-621130	91.50
178796	Rum River Consultants	DEC25 Contract Building Insp	Expert & Professional Services	101-4270-631100	17,487.22
178711	Cintas Corp No. 2	Supplies	Maintenance & Repairs	101-4194-641100	37.12
178729	Menard Cashway Lumber	Charger, funnel, AA Protectan	General Supplies	101-4310-621130	82.80
178731	MN DNR	2025 Water Usage Sunny Acre	Maintenance & Repairs	101-4550-641100	234.06
178731	MN DNR	2025 Water Usage John Ward	Maintenance & Repairs	101-4550-641100	226.04
4017	TimeSaver Off Site Secretarial,	City Council Special Meeting	Expert & Professional Services	101-4110-631100	261.00
4017	TimeSaver Off Site Secretarial,	City Council Meeting	Expert & Professional Services	101-4110-631100	323.50
4017	TimeSaver Off Site Secretarial,	EDC Meeting	Expert & Professional Services	101-4190-631100	33.00
178712	Clayton's Appliance Repair, In	Service Call-Cook Top	Maintenance & Repairs	101-4510-641100	802.59
178704	Anoka County Sheriff's Office	SWAT Insurance	Memberships & Subscriptions	101-4210-632150	708.24
178721	DESERT SNOW	2026 Training-3 Day Criminal	Continuing Education	101-4210-632130	749.00
178788	MN Safety Council	Safety Training	OSHA	101-4310-634150	220.80
178788	MN Safety Council	Safety Training	OSHA	101-4550-634150	201.60
4007	Cintas	CRT Cabinet	Clothing & Uniforms	101-4195-641270	5.00
4007	Cintas	Uniforms/Mats	Clothing & Uniforms	101-4550-641270	57.56
4007	Cintas	Mats	Maintenance & Repairs	101-4517-641100	36.32
4014	Innovative Office Solutions LL	Folder File	Office Supplies	101-4210-621120	26.73
178713	CM2 SUPPLY	Cylinder Rental	Maintenance & Repairs	101-4195-641100	18.15
178767	Culligan	FEB26 Bottled Water Equipme	Office Supplies	101-4305-621120	26.70
178699	Access	Large Console Scheduled Rota	Rubbish Hauling	101-4210-635140	107.88
4004	All City Elevator, Inc.	FEB26 Monthly Maintenance	Maintenance & Repairs	101-4194-641100	552.89
DFT0005301	CenturyLink	333939482 DSL Service Feb 2	Communications	101-4210-632100	88.47
DFT0005301	CenturyLink	333939482 DSL Service Feb 2	Communications	101-4510-632100	66.20
DFT0005301	CenturyLink	333939482 DSL Service Feb 2	Communications	101-4516-632100	246.41
DFT0005301	CenturyLink	333939482 DSL Service Feb 2	Communications	101-4517-632100	164.43
178750	Ace Solid Waste	FEB2026 Garbage Service	Accounts Receivable	101-121110	124.39
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4194-635140	1,693.56
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4210-635140	14.54
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4210-635140	299.99
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4310-635140	420.45
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4310-635140	188.56
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4510-635140	402.72
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4515-635140	172.52
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4517-635140	104.77
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4550-635140	114.80
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4550-635140	420.46
4008	FINKEN WATER SOLUTIONS	FEB26 Water Cooler Rental	Office Supplies	101-4210-621120	39.99
178800	Sloth Inspections Inc	JAN26 Electrical Inspections	Expert & Professional Services	101-4270-631100	3,370.28
4015	Office Pride	FEB26 Janitorial Svcs 5x week	Maintenance & Repairs	101-4210-641100	2,978.00
4015	Office Pride	FEB26 Janitorial Svc 3x week	Maintenance & Repairs	101-4510-641100	988.00
178734	Northern Sanitary Supply	Tissues, Towels, Liners-PD	Maintenance & Repairs	101-4210-641100	547.01
178768	CUSTOM DOOR SALES, INC.	Pole Barn Garage Door#3-Stre	Maintenance & Repairs	101-4195-641100	1,280.00
178739	Rumriver Art Center	Winterfest Senior Center Clas	Special City Events	101-4501-633130	400.00
178808	Wruck Sewer and Portable Re	JAN26 Service	Expert & Professional Services	101-4550-631100	2,021.24
178771	Earl F. Andersen, Inc	Kleen Breakk Surface Mount,	Maintenance & Repairs	101-4310-641100	1,788.75
4029	Cintas	Mats/Uniforms	Clothing & Uniforms	101-4550-641270	57.56
4029	Cintas	Uniforms	Clothing & Uniforms	101-4550-641270	69.95
4029	Cintas	Mats	Expert & Professional Services	101-4517-631100	36.32
Fund 101 - GENERAL FUND Total:					330,932.57
Fund: 210 - POLICE FORFEITURE					
178791	North Star Towing & Repair	Case # 25269456	Other Charges	210-4235-633130	200.00
178791	North Star Towing & Repair	Case # 26001568	Other Charges	210-4235-633130	95.00
Fund 210 - POLICE FORFEITURE Total:					295.00
Fund: 260 - CITY PARKING					
178723	Grainger	Thermostat	Maintenance & Repairs	260-4288-641100	52.23
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	260-4288-635140	17.11

PAID BILL LIST FOR RATIFICATION

Payment Dates: 2/3/2026 - 2/16/2026

Payment Number	Vendor Name	Description (Payable)	Account Name	Account Number	Amount
4015	Office Pride	FEB26 Janitorial Svcs 7x week	Maintenance & Repairs	260-4288-641100	1,143.00
				Fund 260 - CITY PARKING Total:	1,212.34
Fund: 290 - LODGING					
178732	MN Metro North Tourism	Q4 2025 Lodging Tax	Due to Other Organization	290-231300	421.97
178732	MN Metro North Tourism	Q4 2025 Lodging Tax	Due to Other Organization	290-231300	662.15
178732	MN Metro North Tourism	Q4 2025 Lodging Tax	Due to Other Organization	290-231300	690.65
178732	MN Metro North Tourism	Q4 2025 Lodging Tax	Due to Other Organization	290-231300	724.33
178732	MN Metro North Tourism	Q4 2025 Lodging Tax	Due to Other Organization	290-231300	747.58
178732	MN Metro North Tourism	Q4 2025 Lodging Tax	Due to Other Organization	290-231300	322.96
178732	MN Metro North Tourism	Q4 2025 Lodging Tax	Due to Other Organization	290-231300	298.82
				Fund 290 - LODGING Total:	3,868.46
Fund: 405 - BUILDING IMPROVEMENT					
178748	Z Systems, Inc.	Wireless Reciever, Hanheld Tr	Other Improvements	405-4196-653300	12,423.43
				Fund 405 - BUILDING IMPROVEMENT Total:	12,423.43
Fund: 415 - STREET RENEWAL					
178787	MN Dept of Transportation	MN47-McKinley St Replaced 6	Expert & Professional Services	415-4380-631100	760.31
				Fund 415 - STREET RENEWAL Total:	760.31
Fund: 481 - COMMUTER RAIL TRANSIT TIF					
178797	Short Elliott Hendrickson Inc	Anoka Water Modeling On-Ca	Expert & Professional Services	481-4631-631100	896.41
				Fund 481 - COMMUTER RAIL TRANSIT TIF Total:	896.41
Fund: 600 - ELECTRIC					
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	4,705.90
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	814.80
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	370.36
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	8,796.05
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	407.40
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	5,092.45
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	6,705.80
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	11,016.00
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	1,064.00
4033	VASS Solutions, LLC	DEC25 AMI Program Impleme	Other Improvements	600-7366-653300	6,850.00
4032	MMUA	Apprentice Training Program	Training	600-7555-632125	4,312.50
178724	Interstate Disposal	Hauling/Disposal	Rubbish Hauling	600-7184-635140	332.32
178724	Interstate Disposal	Hauling/Disposal	Rubbish Hauling	600-7184-635140	175.00
178724	Interstate Disposal	Hauling/Disposal	Rubbish Hauling	600-7184-635140	175.00
4016	Stuart C Irby Co	Glove Testing 25-50	OSHA	600-7555-634150	720.28
178735	Office of MN.IT Services	DEC25 Voice Svcs	Communications	600-7555-632100	22.27
4007	Cintas	Uniforms	Clothing, Uniforms	600-7184-641270	388.77
4018	Wesco	Req 490 GSC Lids Wesco	General Supplies	600-7555-621130	2,139.73
178757	Carr's Tree Service, Inc	Utility Tree Svc Week of 1/17/	Expert & Professional	600-7555-631100	8,088.17
178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	600-7921-632100	1,002.84
178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	600-7921-632100	371.70
4018	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	6,388.71
4018	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	462.95
4018	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	67.90
4018	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	43,585.11
4018	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	157,108.00
4018	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	10,862.16
4018	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	3,024.44
4018	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	248.88
178798	Shred Right	Shred Week of 1/22/26	Rubbish Hauling	600-7184-635140	8.95
178710	Carr's Tree Service, Inc	Utility Tree Sc Week of 1/5/26	Expert & Professional	600-7555-631100	7,120.29
178728	MCCARREN, DAVID	UAB Member Mileage Reimb.	Mileage	600-7555-632110	73.95
4007	Cintas	Uniforms	Clothing, Uniforms	600-7184-641270	388.77
178757	Carr's Tree Service, Inc	Utility Tree Svc Week of 1/24/	Expert & Professional	600-7555-631100	3,154.78
178759	City of Champlin	JAN26 Street Lights/Storm	Gas Utility Service	600-7555-635100	259.82
178788	MN Safety Council	Safety Training	OSHA	600-7555-634150	345.60
178758	City of Champlin	JAN26 franchise fee	Champlin FF Payable	600-201120	15,053.61
178761	City of Dayton	JAN26 franchise fee	Dayton FF payable	600-201130	2,781.00

PAID BILL LIST FOR RATIFICATION

Payment Dates: 2/3/2026 - 2/16/2026

Payment Number	Vendor Name	Description (Payable)	Account Name	Account Number	Amount
178760	City of Coon Rapids	JAN26 franchise fee	Coon Rapids FF payable	600-201115	2,605.47
178777	InfoSend, Inc.	JAN26 Utility Bill Print/Mail	Communications	600-7903-632100	7,438.08
4033	VASS Solutions, LLC	JAN26 AMI Program Impleme	Other Improvements	600-7366-653300	6,850.00
DFT0005301	CenturyLink	333939482 DSL Service Feb 2	Communications	600-7555-632100	376.00
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	600-7184-635140	188.56
178774	Gold Cross Answering Service	JAN26/Holiday Phone Svc	Expert & Professional	600-7555-631100	415.00
178783	Menard Cashway Lumber	Toolbox Rags	Exempt inventory supplies	600-7555-621140	138.32

Fund 600 - ELECTRIC Total: 332,497.69

Fund: 601 - WATER

178770	Dave Perkins Contracting Inc	Hydrant Replacement 2025	Expert & Professional Services	601-7240-631100	3,852.50
4029	Cintas	Uniforms	Clothing, Uniforms	601-7240-641270	102.53
178797	Short Elliott Hendrickson Inc	ANOKA 2025 LSLR Replaceme	Expert & Professional Services	601-7240-631100	755.43
178724	Interstate Disposal	Hauling/Disposal	Rubbish Hauling	601-7240-635140	404.56
178735	Office of MN.IT Services	DEC25 Voice Svcs	Communications	601-7240-632100	22.27
178729	Menard Cashway Lumber	PVC Handy Pack, Pip Cutter, C	General Supplies	601-7240-621130	22.87
178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	601-7240-632100	473.23
178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	601-7240-632100	159.30
178729	Menard Cashway Lumber	4x8 Register Drop, Scoth Tape	General Supplies	601-7240-621130	25.25
178788	MN Safety Council	Safety Training	OSHA	601-7240-634150	76.80
4007	Cintas	Uniforms	Clothing, Uniforms	601-7240-641270	102.53
4012	Hawkins, Inc.	Chemicals	Chemicals	601-7240-621210	4,856.52
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	601-7240-635140	188.56
178773	Ferguson Waterworks	Water Training Class	Training	601-7240-632125	300.00

Fund 601 - WATER Total: 11,342.35

Fund: 602 - SEWER

178735	Office of MN.IT Services	DEC25 Voice Svcs	Communications	602-7245-632100	22.27
178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	602-7245-632100	269.25
178788	MN Safety Council	Safety Training	OSHA	602-7245-634150	76.80
DFT0005301	CenturyLink	333939482 DSL Service Feb 2	Communications	602-7245-632100	64.00
DFT0005301	CenturyLink	333939482 DSL Service Feb 2	Communications	602-7245-632100	64.00
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	602-7245-635140	188.56
178785	Metropolitan Council	MAR26 Waste Water Svcs	Disposal Charges.	602-7245-635150	179,642.85
4029	Cintas	Uniforms	Clothing, Uniforms	602-7245-641270	102.53

Fund 602 - SEWER Total: 180,430.26

Fund: 609 - LIQUOR

178772	ECM Publishers	Tasting Event	Advertising, Publications	609-7370-633150	276.97
178772	ECM Publishers	Tasting Event	Advertising, Publications	609-7370-633150	12.45
178804	Tavern at Greenhaven, LLC	City Wine Dinner	Expert & Professional Services	609-7370-631100	1,836.19
178698	4815 EXCELSIOR, LLC	THC for Resale	Cannabis product for resale	609-7370-622170	465.50
178735	Office of MN.IT Services	DEC25 Voice Svcs	Communications	609-7370-632100	44.54
178735	Office of MN.IT Services	DEC25 Voice Svcs	Communications	609-7370-632100	44.54
178746	Verizon Wireless	Wireless Svcs 1/27/26-2/26/2	Communications	609-7370-632100	40.03
4010	Global Reserve, LLC	THC for Resale	Cannabis product for resale	609-7370-622170	895.33
178706	Bellboy Corporation	General Supplies	General Supplies	609-7370-621130	46.75
178706	Bellboy Corporation	THC for Resale	Cannabis product for resale	609-7370-622170	191.00
178706	Bellboy Corporation	THC for Resale	Freight	609-7370-622190	3.30
178747	Vinocopia, Inc.	Wine for Resale	Wine Purchases	609-7370-622130	600.00
178747	Vinocopia, Inc.	Wine for Resale	Freight	609-7370-622190	12.00
178747	Vinocopia, Inc.	Wine for Resale	Wine Purchases	609-7370-622130	520.00
178747	Vinocopia, Inc.	Wine for Resale	Freight	609-7370-622190	12.00
178707	Bernick's	Beer for Resale	Beer Purchases	609-7370-622120	312.80
178707	Bernick's	Mix for Resale	Mix Purchases	609-7370-622140	49.48
178707	Bernick's	Beer credit	Beer Purchases	609-7370-622120	-51.36
178764	Comcast	2/9/26-3/8/26 Cable Svcs	Communications	609-7370-632100	296.27
178709	Breakthru Beverage Minnesot	Wine for Resale	Wine Purchases	609-7370-622130	72.00
178709	Breakthru Beverage Minnesot	Liquor for Resale	Liquor Purchase	609-7370-622100	1,215.28
178709	Breakthru Beverage Minnesot	Wine for Resale	Wine Purchases	609-7370-622130	820.00
178738	Red Bull Distribution Compan	Mix for Resale	Mix Purchases	609-7370-622140	206.10
178769	Dahlheimer Beverage, LLC	Beer Credit	Beer Purchases	609-7370-622120	-505.75

PAID BILL LIST FOR RATIFICATION

Payment Dates: 2/3/2026 - 2/16/2026

Payment Number	Vendor Name	Description (Payable)	Account Name	Account Number	Amount
178769	Dahlheimer Beverage, LLC	Beer Credit	Cannabis product for resale	609-7370-622170	-25.00
178742	Southern Glazer's of MN	Freight	Freight	609-7370-622190	2.56
178742	Southern Glazer's of MN	Liquor for Resale	Liquor Purchase	609-7370-622100	2,872.12
178742	Southern Glazer's of MN	Liquor for Resale	Freight	609-7370-622190	47.36
178742	Southern Glazer's of MN	Wine for Resale	Wine Purchases	609-7370-622130	273.66
178742	Southern Glazer's of MN	Wine for Resale	Freight	609-7370-622190	6.61
4006	Capitol Beverage Sales, LP	Beer credit	Beer Purchases	609-7370-622120	-100.00
4006	Capitol Beverage Sales, LP	THC for Resale	Cannabis product for resale	609-7370-622170	320.00
4006	Capitol Beverage Sales, LP	Beer credit	Beer Purchases	609-7370-622120	-1.79
4006	Capitol Beverage Sales, LP	Wine credit	Wine Purchases	609-7370-622130	-4.70
4006	Capitol Beverage Sales, LP	Beer for Resale	Beer Purchases	609-7370-622120	10,406.25
178753	Bellboy Corporation	Liquor for Resale	Liquor Purchase	609-7370-622100	441.00
178753	Bellboy Corporation	Liquor for Resale	Freight	609-7370-622190	3.30
178769	Dahlheimer Beverage, LLC	THC for Resale	Cannabis product for resale	609-7370-622170	267.90
178769	Dahlheimer Beverage, LLC	Beer for Resale	Beer Purchases	609-7370-622120	8,163.80
178769	Dahlheimer Beverage, LLC	Beer for Resale	Mix Purchases	609-7370-622140	-11.33
178779	Johnson Bros Liquor Company	Liquor for Resale	Liquor Purchase	609-7370-622100	2,332.05
178779	Johnson Bros Liquor Company	Liquor for Resale	Freight	609-7370-622190	28.64
178779	Johnson Bros Liquor Company	THC for Resale	Cannabis product for resale	609-7370-622170	95.75
178779	Johnson Bros Liquor Company	Wine for Resale	Wine Purchases	609-7370-622130	2,943.00
178779	Johnson Bros Liquor Company	Wine for Resale	Freight	609-7370-622190	62.65
178779	Johnson Bros Liquor Company	Liquor for Resale	Liquor Purchase	609-7370-622100	327.00
178779	Johnson Bros Liquor Company	Liquor for Resale	Freight	609-7370-622190	5.37
178779	Johnson Bros Liquor Company	Liquor for Resale	Liquor Purchase	609-7370-622100	129.65
178779	Johnson Bros Liquor Company	Liquor for Resale	Freight	609-7370-622190	1.79
178779	Johnson Bros Liquor Company	Freight	Freight	609-7370-622190	1.79
178793	Phillips Wine & Spirits	Wine for Resale	Wine Purchases	609-7370-622130	790.37
178793	Phillips Wine & Spirits	Wine for Resale	Freight	609-7370-622190	52.22
178793	Phillips Wine & Spirits	Wine for Resale	Wine Purchases	609-7370-622130	176.00
178793	Phillips Wine & Spirits	Wine for Resale	Freight	609-7370-622190	4.18
178793	Phillips Wine & Spirits	THC for Resale	Cannabis product for resale	609-7370-622170	5,516.04
DFT0005301	CenturyLink	333939482 DSL Service Feb 2	Communications	609-7370-632100	99.24
178751	Ace Solid Waste, Inc.	FEB26 Disposal-Better Value	Rubbish Hauling	609-7370-635140	245.37
178753	Bellboy Corporation	Wine for Resale	General Supplies	609-7370-621130	65.00
178753	Bellboy Corporation	Wine for Resale	Commodities Purchased For R	609-7370-622180	40.95
178753	Bellboy Corporation	Liquor for Resale	Liquor Purchase	609-7370-622100	3,139.87
178753	Bellboy Corporation	Liquor for Resale	Freight	609-7370-622190	33.00
178753	Bellboy Corporation	THC for Resale	Cannabis product for resale	609-7370-622170	914.00
178753	Bellboy Corporation	THC for Resale	Freight	609-7370-622190	14.85
178754	Bernick's	Beer for Resale	Beer Purchases	609-7370-622120	562.30
178754	Bernick's	Beer credit	Beer Purchases	609-7370-622120	-60.00
178756	Breakthru Beverage Minnesot	Liquor for Resale	Liquor Purchase	609-7370-622100	3,873.78
178756	Breakthru Beverage Minnesot	Wine for Resale	Wine Purchases	609-7370-622130	1,120.00
178801	Southern Glazer's of MN	Liquor for Resale	Liquor Purchase	609-7370-622100	569.36
178801	Southern Glazer's of MN	Liquor for Resale	Freight	609-7370-622190	6.40
178801	Southern Glazer's of MN	Wine for Resale	Wine Purchases	609-7370-622130	80.00
178801	Southern Glazer's of MN	Wine for Resale	Freight	609-7370-622190	1.60
178792	Paustis Wine Company	Wine for Resale	Wine Purchases	609-7370-622130	1,410.00
178792	Paustis Wine Company	Wine for Resale	Freight	609-7370-622190	16.50
4028	Capitol Beverage Sales, LP	Liquor for Resale	Liquor Purchase	609-7370-622100	450.00
4028	Capitol Beverage Sales, LP	Beer for Resale	Beer Purchases	609-7370-622120	474.90
4028	Capitol Beverage Sales, LP	THC for Resale	Cannabis product for resale	609-7370-622170	920.00
178779	Johnson Bros Liquor Company	THC for Resale	Cannabis product for resale	609-7370-622170	1,130.60
178779	Johnson Bros Liquor Company	Liquor for Resale	Liquor Purchase	609-7370-622100	5,113.80
178779	Johnson Bros Liquor Company	Liquor for Resale	Freight	609-7370-622190	57.28
178779	Johnson Bros Liquor Company	Liquor for Resale	Liquor Purchase	609-7370-622100	213.12
178779	Johnson Bros Liquor Company	Liquor for Resale	Cannabis product for resale	609-7370-622170	3.58
178779	Johnson Bros Liquor Company	Liquor for Resale	Liquor Purchase	609-7370-622100	54.00
178779	Johnson Bros Liquor Company	Liquor for Resale	Freight	609-7370-622190	1.79
178793	Phillips Wine & Spirits	Liquor for Resale	Liquor Purchase	609-7370-622100	175.00

PAID BILL LIST FOR RATIFICATION

Payment Dates: 2/3/2026 - 2/16/2026

Payment Number	Vendor Name	Description (Payable)	Account Name	Account Number	Amount
178793	Phillips Wine & Spirits	Liquor for Resale	Freight	609-7370-622190	3.58
178793	Phillips Wine & Spirits	Wine for Resale	Wine Purchases	609-7370-622130	82.75
178793	Phillips Wine & Spirits	Wine for Resale	Freight	609-7370-622190	1.79
Fund 609 - LIQUOR Total:					63,358.07

Fund: 610 - CANNABIS

178730	METRO-INET	Dispensary-Wireless Access P	Other Charges	610-7380-633130	1,359.08
4009	GLOBAL ORGANICS, LLC	Low Dose for Resale	Low Dose Topicals	610-7380-622140	3,877.42
4009	GLOBAL ORGANICS, LLC	Low Dose for Resale	Low Dose Topicals	610-7380-622140	610.31
4005	AMERICAN SECURITY PRODU	2026 Annual Smart Cash Safe	Memberships & Subscriptions	610-7380-632150	1,277.00
4011	HARRIET GROVE BOTANICALS	THC for Resale	Low Dose Topicals	610-7380-622140	1,337.00
178718	Cutter & Buck	Clothing for Resale	Clothing for resale	610-7380-622190	1,027.17
178782	LEGACY CANNABIS	Cannabis for Resale	Cannabis Edibles	610-7380-622120	1,888.75
178789	MOONLIGHT MN	Cannabis for Resale	Cannabis Edibles	610-7380-622120	1,840.00
4027	PRAIRIE ISLAND 316, INC	Cannabis for Resale	Cannabis Edibles	610-7380-622120	6,000.00
4030	GLOBAL ORGANICS, LLC	Cannabis for Resale	Cannabis Edibles	610-7380-622120	969.92
4030	GLOBAL ORGANICS, LLC	THC for Resale	THC Beverages	610-7380-622170	306.00
4026	LAKE LEAF CULTIVATION	Cannabis for Resale	Cannabis Flower	610-7380-622100	104,830.00
4026	LAKE LEAF CULTIVATION	Cannabis for Resale	Cannabis Concentrates	610-7380-622110	3,600.00
178784	METRO-INET	Anoka Dispensary Ticket 2071	Other Charges	610-7380-633130	4,147.13
4027	PRAIRIE ISLAND 316, INC	Cannabis for Resale	Cannabis Concentrates	610-7380-622110	11,700.00
4027	PRAIRIE ISLAND 316, INC	Cannabis for Resale	Cannabis Edibles	610-7380-622120	2,400.00
Fund 610 - CANNABIS Total:					147,169.78

Fund: 614 - GOLF

178735	Office of MN.IT Services	DEC25 Voice Svcs	Communications	614-7480-632100	74.23
178735	Office of MN.IT Services	DEC25 Voice Svcs	Communications	614-7485-632100	4.44
178803	Superior Tech Products	Chemicals	Chemicals	614-7480-621210	4,662.93
4031	INTERACTIVE SPORTS TECHN	One Year Plan-Silver Software	Maintenance & Repairs	614-7485-641100	1,502.95
178799	Signature Concepts	Uniforms	Clothing, Uniforms	614-7480-641270	1,938.08
178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	614-7480-632100	123.37
178805	Titleist	Titleist Clubs	Golf Club Purchases For Resal	614-7485-622250	257.03
4007	Cintas	Mats/Uniforms	Clothing, Uniforms	614-7480-641270	57.57
178736	Pride Manufacturing Compan	Scorecards	General Supplies	614-7485-621130	1,702.98
178719	Deadperfect	15X18X4 Fold Over Handle Ba	General Supplies	614-7485-621130	738.68
178788	MN Safety Council	Safety Training	OSHA	614-7480-634150	38.40
4007	Cintas	Uniforms/Mats	Clothing, Uniforms	614-7480-641270	57.57
DFT0005301	CenturyLink	333939482 DSL Service Feb 2	Communications	614-7485-632100	11.68
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	614-7480-635140	267.87
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	614-7485-635140	71.07
178763	Clesens	Decoder Repair Parts	Irrigation Repairs	614-7480-641130	5,256.22
178786	Minuteman Press - Anoka	Equipment Numbers	Equipment Repair	614-7480-641120	499.06
4029	Cintas	Mats/Uniforms	Clothing, Uniforms	614-7480-641270	57.57
178755	Bienick's Abatement Services	Collect Transite Duct Found in	Expert & Professional Services	614-7480-631100	2,680.00
Fund 614 - GOLF Total:					20,001.70

Fund: 617 - RECYCLING

178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	617-7260-632100	41.68
178700	Ace Solid Waste, Inc.	FEB26 Recycling	Expert & Professional Services	617-7260-631100	29,279.43
178700	Ace Solid Waste, Inc.	FEB26 Organics	Other Contractual Services	617-7260-631140	182.09
Fund 617 - RECYCLING Total:					29,503.20

Fund: 701 - GARAGE

4007	Cintas	Mats/Uniforms	Clothing & Uniforms	701-5190-641270	34.67
178745	Verizon Wireless	Wireless Svcs 12/21/25-1/20	Communications	701-5190-632100	41.68
178726	Lano Equipment, Inc.	Bobcat Tool-Bristle Poly HD C	Maintenance & Repairs	701-5190-641100	836.74
178733	NAPA Auto Parts	Power Service Diesel Fuel	Staff Car Maintenance	701-5190-620110	213.98
4013	Heartland Tire, Inc.	Unit 17-08 Tire Repair	Staff Car Maintenance	701-5190-620110	40.82
178726	Lano Equipment, Inc.	Bobcat Tool-Bristle Poly HD	Maintenance & Repairs	701-5190-641100	43.26
178701	Andy's Service Auto Repair	Unit 1608 Oil Change	Staff Car Maintenance	701-5190-620110	98.19
178701	Andy's Service Auto Repair	Unit 1609 Oil Change, Air Filte	Staff Car Maintenance	701-5190-620110	141.83
178776	Hydraulic Specialty Company	Unit 23-09 Motor 3.15 CID, 1"	Staff Car Maintenance	701-5190-620110	202.66
178737	RDO EQUIPMENT CO.	BULK DEF	Staff Car Maintenance	701-5190-620110	149.50

PAID BILL LIST FOR RATIFICATION

Payment Dates: 2/3/2026 - 2/16/2026

Payment Number	Vendor Name	Description (Payable)	Account Name	Account Number	Amount
178726	Lano Equipment, Inc.	Bristle Poly HD	Staff Car Maintenance	701-5190-620110	73.83
178720	Dehn Oil Company Inc	Bulk Oil	Staff Car Maintenance	701-5190-620110	977.30
178790	NAPA Auto Parts	Truck 2505-Parts	Staff Car Maintenance	701-5190-620110	285.75
178790	NAPA Auto Parts	Fuel Filter Credit	Staff Car Maintenance	701-5190-620110	-4.11
178790	NAPA Auto Parts	Truck 1907-Water Pump, Ther	Staff Car Maintenance	701-5190-620110	220.85
178790	NAPA Auto Parts	Spark Plug, Air Filter, Blade, A	Staff Car Maintenance	701-5190-620110	100.53
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	701-5190-635140	188.58
178720	Dehn Oil Company Inc	Fuel	Fuel Inventory	701-141200	12,485.50
178794	Powerplan	M0014252 624 LDR 3 SPOOL	Staff Car Maintenance	701-5190-620110	2,769.08
178794	Powerplan	624L Wheel Loader-Service	Staff Car Maintenance	701-5190-620110	1,959.17
178794	Powerplan	624K 4WD Loader 624K-Servi	Staff Car Maintenance	701-5190-620110	1,523.35
178780	Lano Equipment, Inc.	Unit 13-07 Cartridge, Filters, S	Staff Car Maintenance	701-5190-620110	253.38
178780	Lano Equipment, Inc.	Bobcat tool-Filters, Oil	Staff Car Maintenance	701-5190-620110	314.20
178794	Powerplan	Unit 1706 Base Compact	Staff Car Maintenance	701-5190-620110	720.99
Fund 701 - GARAGE Total:					23,671.73
Fund: 702 - INFORMATION SYSTEMS					
178740	SHI International Corp	Compact Laser	General Supplies	702-5195-621130	297.00
178730	METRO-INET	VPN License-Stacy Baden	Memberships & Subscriptions	702-5195-632150	310.00
178725	IPS	Troubleshoot downed Kantec	Maintenance and Repairs	702-5195-641100	919.22
178725	IPS	Troubleshoot downed Kantec	Maintenance and Repairs	702-5195-641100	701.72
178730	METRO-INET	FEB26 Support Svcs	Contractual Services	702-5195-631110	47,796.00
178778	IPS	Repair/Replace Cameras-Parki	Maintenance and Repairs	702-5195-641100	14,984.15
Fund 702 - INFORMATION SYSTEMS Total:					65,008.09
Fund: 715 - INSURANCE					
178717	Corporate 4 Insurance Agency	Renew Policy 4/12/25-4/12/2	Expert & Professional Services	715-5185-631100	12,000.00
178727	League of MN Cities Insuranc	Claim# LMC GL 00000433994	Insurance claims	715-5185-634180	25,000.00
178781	League of MN Cities Insuranc	Claim# LMC CA 00000048389	Insurance claims	715-5185-634180	1,967.21
Fund 715 - INSURANCE Total:					38,967.21
Fund: 810 - STREET LIGHT DISTRICT					
178703	Anoka Business & Landowner	Banners/Holiday down, Anok	Expert & Professional Services	810-8100-631100	4,774.00
Fund 810 - STREET LIGHT DISTRICT Total:					4,774.00
Fund: 830 - HRA					
178741	Social Indoor	Advertising Space 2026 Jan-Ju	Advertising, Printing & Publis	830-4670-633150	1,800.00
Fund 830 - HRA Total:					1,800.00
Grand Total:					1,268,912.60

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	330,932.57
210 - POLICE FORFEITURE	295.00
260 - CITY PARKING	1,212.34
290 - LODGING	3,868.46
405 - BUILDING IMPROVEMENT	12,423.43
415 - STREET RENEWAL	760.31
481 - COMMUTER RAIL TRANSIT TIF	896.41
600 - ELECTRIC	332,497.69
601 - WATER	11,342.35
602 - SEWER	180,430.26
609 - LIQUOR	63,358.07
610 - CANNABIS	147,169.78
614 - GOLF	20,001.70
617 - RECYCLING	29,503.20
701 - GARAGE	23,671.73
702 - INFORMATION SYSTEMS	65,008.09
715 - INSURANCE	38,967.21
810 - STREET LIGHT DISTRICT	4,774.00
830 - HRA	1,800.00
Grand Total:	1,268,912.60

Account Summary

Account Number	Account Name	Payment Amount
101-121110	Accounts Receivable	124.39
101-4110-631100	Expert & Professional Se	584.50
101-4120-632100	Communications	9.04
101-4120-632130	Continuing Education	200.00
101-4120-635140	Rubbish Hauling	18.85
101-4150-621120	Office Supplies	395.14
101-4190-631100	Expert & Professional Se	383.00
101-4190-632100	Communications	41.68
101-4190-633150	Advertising, Publications	115.50
101-4194-621130	General Supplies	91.50
101-4194-632100	Communications	81.37
101-4194-635140	Rubbish Hauling	1,693.56
101-4194-641100	Maintenance & Repairs	1,022.01
101-4195-641100	Maintenance & Repairs	1,572.43
101-4195-641270	Clothing & Uniforms	41.58
101-4210-621120	Office Supplies	98.17
101-4210-621130	General Supplies	85.29
101-4210-632100	Communications	2,807.20
101-4210-632130	Continuing Education	1,498.00
101-4210-632150	Memberships & Subscri	708.24
101-4210-635140	Rubbish Hauling	422.41
101-4210-641100	Maintenance & Repairs	3,525.01
101-4210-641270	Clothing Uniforms	2,130.46
101-4240-641270	Clothing, Uniforms	185.85
101-4270-631100	Expert & Professional Se	20,857.50
101-4305-621120	Office Supplies	26.70
101-4305-631100	Expert & Professional Se	109,783.58
101-4305-632100	Communications	91.69
101-4310-621130	General Supplies	241.54
101-4310-632100	Communications	978.90
101-4310-634150	OSHA	220.80
101-4310-635100	Utility Services	117.25
101-4310-635140	Rubbish Hauling	967.85
101-4310-641100	Maintenance & Repairs	162,272.39

Account Summary

Account Number	Account Name	Payment Amount
101-4501-633130	Special City Events	400.00
101-4510-631140	Other Contractual Serv	531.20
101-4510-632100	Communications	91.42
101-4510-635140	Rubbish Hauling	402.72
101-4510-641100	Maintenance & Repairs	5,128.11
101-4515-632100	Communications	69.70
101-4515-635140	Rubbish Hauling	172.52
101-4516-632100	Communications	338.10
101-4517-631100	Expert & Professional Se	3,036.32
101-4517-632100	Communications	250.63
101-4517-635140	Rubbish Hauling	104.77
101-4517-641100	Maintenance & Repairs	36.32
101-4550-631100	Expert & Professional Se	2,021.24
101-4550-632100	Communications	103.92
101-4550-634150	OSHA	201.60
101-4550-635140	Rubbish Hauling	535.26
101-4550-641100	Maintenance & Repairs	460.10
101-4550-641270	Clothing & Uniforms	242.63
101-4910-631110	Contracted Services	3,412.63
210-4235-633130	Other Charges	295.00
260-4288-635140	Rubbish Hauling	17.11
260-4288-641100	Maintenance & Repairs	1,195.23
290-231300	Due to Other Organizati	3,868.46
405-4196-653300	Other Improvements	12,423.43
415-4380-631100	Expert & Professional Se	760.31
481-4631-631100	Expert & Professional Se	896.41
600-201115	Coon Rapids FF payable	2,605.47
600-201120	Champlin FF Payable	15,053.61
600-201130	Dayton FF payable	2,781.00
600-7184-635140	Rubbish Hauling	879.83
600-7184-641270	Clothing, Uniforms	777.54
600-7366-653300	Other Improvements	274,420.91
600-7555-621130	General Supplies	2,139.73
600-7555-621140	Exempt inventory suppli	138.32
600-7555-631100	Expert & Professional	18,778.24
600-7555-632100	Communications	398.27
600-7555-632110	Mileage	73.95
600-7555-632125	Training	4,312.50
600-7555-634150	OSHA	1,065.88
600-7555-635100	Gas Utility Service	259.82
600-7903-632100	Communications	7,438.08
600-7921-632100	Communications	1,374.54
601-7240-621130	General Supplies	48.12
601-7240-621210	Chemicals	4,856.52
601-7240-631100	Expert & Professional Se	4,607.93
601-7240-632100	Communications	654.80
601-7240-632125	Training	300.00
601-7240-634150	OSHA	76.80
601-7240-635140	Rubbish Hauling	593.12
601-7240-641270	Clothing, Uniforms	205.06
602-7245-632100	Communications	419.52
602-7245-634150	OSHA	76.80
602-7245-635140	Rubbish Hauling	188.56
602-7245-635150	Disposal Charges.	179,642.85
602-7245-641270	Clothing, Uniforms	102.53
609-7370-621130	General Supplies	111.75
609-7370-622100	Liquor Purchase	20,906.03
609-7370-622120	Beer Purchases	19,201.15

Account Summary

Account Number	Account Name	Payment Amount
609-7370-622130	Wine Purchases	8,883.08
609-7370-622140	Mix Purchases	244.25
609-7370-622170	Cannabis product for res	10,694.70
609-7370-622180	Commodities Purchased	40.95
609-7370-622190	Freight	380.56
609-7370-631100	Expert & Professional Se	1,836.19
609-7370-632100	Communications	524.62
609-7370-633150	Advertising, Publications	289.42
609-7370-635140	Rubbish Hauling	245.37
610-7380-622100	Cannabis Flower	104,830.00
610-7380-622110	Cannabis Concentrates	15,300.00
610-7380-622120	Cannabis Edibles	13,098.67
610-7380-622140	Low Dose Topicals	5,824.73
610-7380-622170	THC Beverages	306.00
610-7380-622190	Clothing for resale	1,027.17
610-7380-632150	Memberships & Subscri	1,277.00
610-7380-633130	Other Charges	5,506.21
614-7480-621210	Chemicals	4,662.93
614-7480-631100	Expert & Professional Se	2,680.00
614-7480-632100	Communications	197.60
614-7480-634150	OSHA	38.40
614-7480-635140	Rubbish Hauling	267.87
614-7480-641120	Equipment Repair	499.06
614-7480-641130	Irrigation Repairs	5,256.22
614-7480-641270	Clothing, Uniforms	2,110.79
614-7485-621130	General Supplies	2,441.66
614-7485-622250	Golf Club Purchases For	257.03
614-7485-632100	Communications	16.12
614-7485-635140	Rubbish Hauling	71.07
614-7485-641100	Maintenance & Repairs	1,502.95
617-7260-631100	Expert & Professional Se	29,279.43
617-7260-631140	Other Contractual Servic	182.09
617-7260-632100	Communications	41.68
701-141200	Fuel Inventory	12,485.50
701-5190-620110	Staff Car Maintenance	10,041.30
701-5190-632100	Communications	41.68
701-5190-635140	Rubbish Hauling	188.58
701-5190-641100	Maintenance & Repairs	880.00
701-5190-641270	Clothing & Uniforms	34.67
702-5195-621130	General Supplies	297.00
702-5195-631110	Contractual Services	47,796.00
702-5195-632150	Memberships & Subscri	310.00
702-5195-641100	Maintenance and Repair	16,605.09
715-5185-631100	Expert & Professional Se	12,000.00
715-5185-634180	Insurance claims	26,967.21
810-8100-631100	Expert & Professional Se	4,774.00
830-4670-633150	Advertising, Printing & P	1,800.00
	Grand Total:	1,268,912.60

Project Account Summary

Project Account Key	Payment Amount
None	869,177.53
0323500	200.00
0813500	95.00
0983000	896.41
1013000	833.31
1102000	221,534.39
1103000	52,053.21

Project Account Summary

Project Account Key	Payment Amount
1633000	5,884.00
1883000	760.31
2093000	755.43
2213000	103,899.58
2605000	12,423.43
3293000	400.00
Grand Total:	1,268,912.60



Payment Dates 2/13/2026 - 2/13/2026

Payment Number	Vendor Name	Description (Payable)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
178766	Country Side Services of MN, I	Plow repairs	Maintenance & Repairs	101-4195-641100	274.28
178807	Volunteers of America	OCT, NOV, DEC25 Food Handl	Expert & Professional Services	101-4517-631100	3,000.00
178802	Storey Kenworthy	2025 W2/1099 Forms	Office Supplies	101-4150-621120	395.14
178765	Compass Minerals America, In	Bulk Course	Maintenance & Repairs	101-4310-641100	26,326.04
178798	Shred Right	Shred Week of 1/22/26	Rubbish Hauling	101-4120-635140	18.85
178765	Compass Minerals America, In	Bulk Course	Maintenance & Repairs	101-4310-641100	33,055.79
178762	Clayton's Appliance Repair, In	Install Fire Extinguisher Cag	Maintenance & Repairs	101-4510-641100	298.00
178806	US Bank	4th Qtr INV207 MGMT-MV-Le	Contracted Services	101-4910-631110	3,412.63
178765	Compass Minerals America, In	Bulk Course	Maintenance & Repairs	101-4310-641100	58,830.67
178752	AT&T Mobility	Wireless 12/26/25-1/25/26	Communications	101-4210-632100	2,689.04
178795	R.M. Cotton Company	Boiler parts-Greenhaven	Maintenance & Repairs	101-4510-641100	3,039.52
178765	Compass Minerals America, In	Bulk Course	Maintenance & Repairs	101-4310-641100	28,701.18
178765	Compass Minerals America, In	Bulk Course	Maintenance & Repairs	101-4310-641100	3,011.02
178775	Grainger	LOW VOLT PROG TSTAT	General Supplies	101-4194-621130	91.50
178796	Rum River Consultants	DEC25 Contract Building Insp	Expert & Professional Services	101-4270-631100	17,487.22
178788	MN Safety Council	Safety Training	OSHA	101-4310-634150	220.80
178788	MN Safety Council	Safety Training	OSHA	101-4550-634150	201.60
178767	Culligan	FEB26 Bottled Water Equipme	Office Supplies	101-4305-621120	26.70
178750	Ace Solid Waste	FEB2026 Garbage Service	Accounts Receivable	101-121110	124.39
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4194-635140	1,693.56
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4210-635140	299.99
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4210-635140	14.54
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4310-635140	188.56
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4310-635140	420.45
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4510-635140	402.72
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4515-635140	172.52
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4517-635140	104.77
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4550-635140	420.46
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	101-4550-635140	114.80
178800	Sloth Inspections Inc	JAN26 Electrical Inspections	Expert & Professional Services	101-4270-631100	3,370.28
178768	CUSTOM DOOR SALES, INC.	Pole Barn Garage Door#3-Stre	Maintenance & Repairs	101-4195-641100	1,280.00
178808	Wruck Sewer and Portable Re	JAN26 Service	Expert & Professional Services	101-4550-631100	2,021.24
178771	Earl F. Andersen, Inc	Kleen Breakk Surface Mount,	Maintenance & Repairs	101-4310-641100	1,788.75
4029	Cintas	Mats/Uniforms	Clothing & Uniforms	101-4550-641270	57.56
4029	Cintas	Uniforms	Clothing & Uniforms	101-4550-641270	69.95
4029	Cintas	Mats	Expert & Professional Services	101-4517-631100	36.32
Fund 101 - GENERAL FUND Total:					193,660.84
Fund: 210 - POLICE FORFEITURE					
178791	North Star Towing & Repair	Case # 25269456	Other Charges	210-4235-633130	200.00
178791	North Star Towing & Repair	Case # 26001568	Other Charges	210-4235-633130	95.00
Fund 210 - POLICE FORFEITURE Total:					295.00
Fund: 260 - CITY PARKING					
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	260-4288-635140	17.11
Fund 260 - CITY PARKING Total:					17.11
Fund: 415 - STREET RENEWAL					
178787	MN Dept of Transportation	MN47-McKinley St Replaced 6	Expert & Professional Services	415-4380-631100	760.31
Fund 415 - STREET RENEWAL Total:					760.31
Fund: 481 - COMMUTER RAIL TRANSIT TIF					
178797	Short Elliott Hendrickson Inc	Anoka Water Modeling On-Ca	Expert & Professional Services	481-4631-631100	896.41
Fund 481 - COMMUTER RAIL TRANSIT TIF Total:					896.41
Fund: 600 - ELECTRIC					
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other-Improvements	600-7366-653300	4,705.90

Payment Number	Vendor Name	Description (Payable)	Account Name	Account Number	Amount
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	370.36
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	814.80
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	8,796.05
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	407.40
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	5,092.45
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	6,705.80
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	11,016.00
4034	Wesco	Req 462 Wesco AMI FAT/ISAT	Other Improvements	600-7366-653300	1,064.00
4033	VASS Solutions, LLC	DEC25 AMI Program Impleme	Other Improvements	600-7366-653300	6,850.00
4032	MMUA	Apprentice Training Program	Training	600-7555-632125	4,312.50
178757	Carr's Tree Service, Inc	Utility Tree Svc Week of 1/17/	Expert & Professional	600-7555-631100	8,088.17
178798	Shred Right	Shred Week of 1/22/26	Rubbish Hauling	600-7184-635140	8.95
178757	Carr's Tree Service, Inc	Utility Tree Svc Week of 1/24/	Expert & Professional	600-7555-631100	3,154.78
178759	City of Champlin	JAN26 Street Lights/Storm	Gas Utility Service	600-7555-635100	259.82
178788	MN Safety Council	Safety Training	OSHA	600-7555-634150	345.60
178758	City of Champlin	JAN26 franchise fee	Champlin FF Payable	600-201120	15,053.61
178761	City of Dayton	JAN26 franchise fee	Dayton FF payable	600-201130	2,781.00
178760	City of Coon Rapids	JAN26 franchise fee	Coon Rapids FF payable	600-201115	2,605.47
178777	InfoSend, Inc.	JAN26 Utility Bill Print/Mail	Communications	600-7903-632100	7,438.08
4033	VASS Solutions, LLC	JAN26 AMI Program Impleme	Other Improvements	600-7366-653300	6,850.00
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	600-7184-635140	188.56
178774	Gold Cross Answering Service	JAN26/Holiday Phone Svc	Expert & Professional	600-7555-631100	415.00
178783	Menard Cashway Lumber	Toolbox Rags	Exempt inventory supplies	600-7555-621140	138.32
Fund 600 - ELECTRIC Total:					97,462.62
Fund: 601 - WATER					
178770	Dave Perkins Contracting Inc	Hydrant Replacement 2025	Expert & Professional Services	601-7240-631100	3,852.50
4029	Cintas	Uniforms	Clothing, Uniforms	601-7240-641270	102.53
178797	Short Elliott Hendrickson Inc	ANOKA 2025 LSLR Replaceme	Expert & Professional Services	601-7240-631100	755.43
178788	MN Safety Council	Safety Training	OSHA	601-7240-634150	76.80
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	601-7240-635140	188.56
178773	Ferguson Waterworks	Water Training Class	Training	601-7240-632125	300.00
Fund 601 - WATER Total:					5,275.82
Fund: 602 - SEWER					
178788	MN Safety Council	Safety Training	OSHA	602-7245-634150	76.80
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	602-7245-635140	188.56
178785	Metropolitan Council	MAR26 Waste Water Svcs	Disposal Charges.	602-7245-635150	179,642.85
4029	Cintas	Uniforms	Clothing, Uniforms	602-7245-641270	102.53
Fund 602 - SEWER Total:					180,010.74
Fund: 609 - LIQUOR					
178772	ECM Publishers	Tasting Event	Advertising, Publications	609-7370-633150	276.97
178772	ECM Publishers	Tasting Event	Advertising, Publications	609-7370-633150	12.45
178804	Tavern at Greenhaven, LLC	City Wine Dinner	Expert & Professional Services	609-7370-631100	1,836.19
178764	Comcast	2/9/26-3/8/26 Cable Svcs	Communications	609-7370-632100	296.27
178769	Dahlheimer Beverage, LLC	Beer Credit	Beer Purchases	609-7370-622120	-505.75
178769	Dahlheimer Beverage, LLC	Beer Credit	Cannabis product for resale	609-7370-622170	-25.00
178753	Bellboy Corporation	Liquor for Resale	Liquor Purchase	609-7370-622100	441.00
178753	Bellboy Corporation	Liquor for Resale	Freight	609-7370-622190	3.30
178769	Dahlheimer Beverage, LLC	THC for Resale	Cannabis product for resale	609-7370-622170	267.90
178769	Dahlheimer Beverage, LLC	Beer for Resale	Beer Purchases	609-7370-622120	8,163.80
178769	Dahlheimer Beverage, LLC	Beer for Resale	Mix Purchases	609-7370-622140	-11.33
178779	Johnson Bros Liquor Company	Liquor for Resale	Liquor Purchase	609-7370-622100	2,332.05
178779	Johnson Bros Liquor Company	Liquor for Resale	Freight	609-7370-622190	28.64
178779	Johnson Bros Liquor Company	THC for Resale	Cannabis product for resale	609-7370-622170	95.75
178779	Johnson Bros Liquor Company	Wine for Resale	Wine Purchases	609-7370-622130	2,943.00
178779	Johnson Bros Liquor Company	Wine for Resale	Freight	609-7370-622190	62.65
178779	Johnson Bros Liquor Company	Liquor for Resale	Liquor Purchase	609-7370-622100	327.00
178779	Johnson Bros Liquor Company	Liquor for Resale	Freight	609-7370-622190	5.37
178779	Johnson Bros Liquor Company	Liquor for Resale	Liquor Purchase	609-7370-622100	129.65
178779	Johnson Bros Liquor Company	Liquor for Resale	Freight	609-7370-622190	1.79

Payment Number	Vendor Name	Description (Payable)	Account Name	Account Number	Amount
178779	Johnson Bros Liquor Company	Freight	Freight	609-7370-622190	1.79
178793	Phillips Wine & Spirits	Wine for Resale	Wine Purchases	609-7370-622130	790.37
178793	Phillips Wine & Spirits	Wine for Resale	Freight	609-7370-622190	52.22
178793	Phillips Wine & Spirits	Wine for Resale	Wine Purchases	609-7370-622130	176.00
178793	Phillips Wine & Spirits	Wine for Resale	Freight	609-7370-622190	4.18
178793	Phillips Wine & Spirits	THC for Resale	Cannabis product for resale	609-7370-622170	5,516.04
178751	Ace Solid Waste, Inc.	FEB26 Disposal-Better Value	Rubbish Hauling	609-7370-635140	245.37
178753	Bellboy Corporation	Wine for Resale	General Supplies	609-7370-621130	65.00
178753	Bellboy Corporation	Wine for Resale	Commodities Purchased For R	609-7370-622180	40.95
178753	Bellboy Corporation	Liquor for Resale	Liquor Purchase	609-7370-622100	3,139.87
178753	Bellboy Corporation	Liquor for Resale	Freight	609-7370-622190	33.00
178753	Bellboy Corporation	THC for Resale	Cannabis product for resale	609-7370-622170	914.00
178753	Bellboy Corporation	THC for Resale	Freight	609-7370-622190	14.85
178754	Bernick's	Beer for Resale	Beer Purchases	609-7370-622120	562.30
178754	Bernick's	Beer credit	Beer Purchases	609-7370-622120	-60.00
178756	Breakthru Beverage Minnesot	Liquor for Resale	Liquor Purchase	609-7370-622100	3,873.78
178756	Breakthru Beverage Minnesot	Wine for Resale	Wine Purchases	609-7370-622130	1,120.00
178801	Southern Glazer's of MN	Liquor for Resale	Liquor Purchase	609-7370-622100	569.36
178801	Southern Glazer's of MN	Liquor for Resale	Freight	609-7370-622190	6.40
178801	Southern Glazer's of MN	Wine for Resale	Wine Purchases	609-7370-622130	80.00
178801	Southern Glazer's of MN	Wine for Resale	Freight	609-7370-622190	1.60
178792	Paustis Wine Company	Wine for Resale	Wine Purchases	609-7370-622130	1,410.00
178792	Paustis Wine Company	Wine for Resale	Freight	609-7370-622190	16.50
4028	Capitol Beverage Sales, LP	Liquor for Resale	Liquor Purchase	609-7370-622100	450.00
4028	Capitol Beverage Sales, LP	Beer for Resale	Beer Purchases	609-7370-622120	474.90
4028	Capitol Beverage Sales, LP	THC for Resale	Cannabis product for resale	609-7370-622170	920.00
178779	Johnson Bros Liquor Company	THC for Resale	Cannabis product for resale	609-7370-622170	1,130.60
178779	Johnson Bros Liquor Company	Liquor for Resale	Liquor Purchase	609-7370-622100	5,113.80
178779	Johnson Bros Liquor Company	Liquor for Resale	Freight	609-7370-622190	57.28
178779	Johnson Bros Liquor Company	Liquor for Resale	Liquor Purchase	609-7370-622100	213.12
178779	Johnson Bros Liquor Company	Liquor for Resale	Cannabis product for resale	609-7370-622170	3.58
178779	Johnson Bros Liquor Company	Liquor for Resale	Liquor Purchase	609-7370-622100	54.00
178779	Johnson Bros Liquor Company	Liquor for Resale	Freight	609-7370-622190	1.79
178793	Phillips Wine & Spirits	Liquor for Resale	Liquor Purchase	609-7370-622100	175.00
178793	Phillips Wine & Spirits	Liquor for Resale	Freight	609-7370-622190	3.58
178793	Phillips Wine & Spirits	Wine for Resale	Wine Purchases	609-7370-622130	82.75
178793	Phillips Wine & Spirits	Wine for Resale	Freight	609-7370-622190	1.79
Fund 609 - LIQUOR Total:					43,937.47

Fund: 610 - CANNABIS

178782	LEGACY CANNABIS	Cannabis for Resale	Cannabis Edibles	610-7380-622120	1,888.75
178789	MOONLIGHT MN	Cannabis for Resale	Cannabis Edibles	610-7380-622120	1,840.00
4030	GLOBAL ORGANICS, LLC	Cannabis for Resale	Cannabis Edibles	610-7380-622120	969.92
4030	GLOBAL ORGANICS, LLC	THC for Resale	THC Beverages	610-7380-622170	306.00
178784	METRO-INET	Anoka Dispensary Ticket 2071	Other Charges	610-7380-633130	4,147.13
Fund 610 - CANNABIS Total:					9,151.80

Fund: 614 - GOLF

178803	Superior Tech Products	Chemicals	Chemicals	614-7480-621210	4,662.93
4031	INTERACTIVE SPORTS TECHN	One Year Plan-Silver Software	Maintenance & Repairs	614-7485-641100	1,502.95
178799	Signature Concepts	Uniforms	Clothing, Uniforms	614-7480-641270	1,938.08
178805	Titleist	Titleist Clubs	Golf Club Purchases For Resal	614-7485-622250	257.03
178788	MN Safety Council	Safety Training	OSHA	614-7480-634150	38.40
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	614-7480-635140	267.87
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	614-7485-635140	71.07
178763	Clesens	Decoder Repair Parts	Irrigation Repairs	614-7480-641130	5,256.22
178786	Minuteman Press - Anoka	Equipment Numbers	Equipment Repair	614-7480-641120	499.06
4029	Cintas	Mats/Uniforms	Clothing, Uniforms	614-7480-641270	57.57
178755	Bienick's Abatement Services	Collect Transite Duct Found in	Expert & Professional Services	614-7480-631100	2,680.00
Fund 614 - GOLF Total:					17,231.18

Payment Number	Vendor Name	Description (Payable)	Account Name	Account Number	Amount
Fund: 701 - GARAGE					
178776	Hydraulic Specialty Company	Unit 23-09 Motor 3.15 CID, 1"	Staff Car Maintenance	701-5190-620110	202.66
178790	NAPA Auto Parts	Truck 2505-Parts	Staff Car Maintenance	701-5190-620110	285.75
178790	NAPA Auto Parts	Fuel Filter Credit	Staff Car Maintenance	701-5190-620110	-4.11
178790	NAPA Auto Parts	Truck 1907-Water Pump, Ther	Staff Car Maintenance	701-5190-620110	220.85
178790	NAPA Auto Parts	Spark Plug, Air Filter, Blade, A	Staff Car Maintenance	701-5190-620110	100.53
178750	Ace Solid Waste	FEB2026 Garbage Service	Rubbish Hauling	701-5190-635140	188.58
178794	Powerplan	M0014252 624 LDR 3 SPOOL	Staff Car Maintenance	701-5190-620110	2,769.08
178794	Powerplan	624L Wheel Loader-Sevice	Staff Car Maintenance	701-5190-620110	1,959.17
178794	Powerplan	624K 4WD Loader 624K-Servi	Staff Car Maintenance	701-5190-620110	1,523.35
178780	Lano Equipment, Inc.	Unit 13-07 Cartridge, Filters, S	Staff Car Maintenance	701-5190-620110	253.38
178780	Lano Equipment, Inc.	Bobcat tool-Filters, Oil	Staff Car Maintenance	701-5190-620110	314.20
178794	Powerplan	Unit 1706 Base Compact	Staff Car Maintenance	701-5190-620110	720.99
Fund 701 - GARAGE Total:					8,534.43
Fund: 702 - INFORMATION SYSTEMS					
178778	IPS	Repair/Replace Cameras-Parki	Maintenance and Repairs	702-5195-641100	14,984.15
Fund 702 - INFORMATION SYSTEMS Total:					14,984.15
Fund: 715 - INSURANCE					
178781	League of MN Cities Insuranc	Claim# LMC CA 00000048389	Insurance claims	715-5185-634180	1,967.21
Fund 715 - INSURANCE Total:					1,967.21
Grand Total:					574,185.09

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	193,660.84
210 - POLICE FORFEITURE	295.00
260 - CITY PARKING	17.11
415 - STREET RENEWAL	760.31
481 - COMMUTER RAIL TRANSIT TIF	896.41
600 - ELECTRIC	97,462.62
601 - WATER	5,275.82
602 - SEWER	180,010.74
609 - LIQUOR	43,937.47
610 - CANNABIS	9,151.80
614 - GOLF	17,231.18
701 - GARAGE	8,534.43
702 - INFORMATION SYSTEMS	14,984.15
715 - INSURANCE	1,967.21
Grand Total:	574,185.09

Account Summary

Account Number	Account Name	Payment Amount
101-121110	Accounts Receivable	124.39
101-4120-635140	Rubbish Hauling	18.85
101-4150-621120	Office Supplies	395.14
101-4194-621130	General Supplies	91.50
101-4194-635140	Rubbish Hauling	1,693.56
101-4195-641100	Maintenance & Repairs	1,554.28
101-4210-632100	Communications	2,689.04
101-4210-635140	Rubbish Hauling	314.53
101-4270-631100	Expert & Professional Se	20,857.50
101-4305-621120	Office Supplies	26.70
101-4310-634150	OSHA	220.80
101-4310-635140	Rubbish Hauling	609.01
101-4310-641100	Maintenance & Repairs	151,713.45
101-4510-635140	Rubbish Hauling	402.72
101-4510-641100	Maintenance & Repairs	3,337.52
101-4515-635140	Rubbish Hauling	172.52
101-4517-631100	Expert & Professional Se	3,036.32
101-4517-635140	Rubbish Hauling	104.77
101-4550-631100	Expert & Professional Se	2,021.24
101-4550-634150	OSHA	201.60
101-4550-635140	Rubbish Hauling	535.26
101-4550-641270	Clothing & Uniforms	127.51
101-4910-631110	Contracted Services	3,412.63
210-4235-633130	Other Charges	295.00
260-4288-635140	Rubbish Hauling	17.11
415-4380-631100	Expert & Professional Se	760.31
481-4631-631100	Expert & Professional Se	896.41
600-201115	Coon Rapids FF payable	2,605.47
600-201120	Champlin FF Payable	15,053.61
600-201130	Dayton FF payable	2,781.00
600-7184-635140	Rubbish Hauling	197.51
600-7366-653300	Other Improvements	52,672.76
600-7555-621140	Exempt inventory suppli	138.32
600-7555-631100	Expert & Professional	11,657.95
600-7555-632125	Training	4,312.50
600-7555-634150	OSHA	345.60
600-7555-635100	Gas Utility Service	259.82
600-7903-632100	Communications	7,438.08
601-7240-631100	Expert & Professional Se	4,607.93

Account Summary

Account Number	Account Name	Payment Amount
601-7240-632125	Training	300.00
601-7240-634150	OSHA	76.80
601-7240-635140	Rubbish Hauling	188.56
601-7240-641270	Clothing, Uniforms	102.53
602-7245-634150	OSHA	76.80
602-7245-635140	Rubbish Hauling	188.56
602-7245-635150	Disposal Charges.	179,642.85
602-7245-641270	Clothing, Uniforms	102.53
609-7370-621130	General Supplies	65.00
609-7370-622100	Liquor Purchase	16,818.63
609-7370-622120	Beer Purchases	8,635.25
609-7370-622130	Wine Purchases	6,602.12
609-7370-622140	Mix Purchases	-11.33
609-7370-622170	Cannabis product for res	8,822.87
609-7370-622180	Commodities Purchased	40.95
609-7370-622190	Freight	296.73
609-7370-631100	Expert & Professional Se	1,836.19
609-7370-632100	Communications	296.27
609-7370-633150	Advertising, Publications	289.42
609-7370-635140	Rubbish Hauling	245.37
610-7380-622120	Cannabis Edibles	4,698.67
610-7380-622170	THC Beverages	306.00
610-7380-633130	Other Charges	4,147.13
614-7480-621210	Chemicals	4,662.93
614-7480-631100	Expert & Professional Se	2,680.00
614-7480-634150	OSHA	38.40
614-7480-635140	Rubbish Hauling	267.87
614-7480-641120	Equipment Repair	499.06
614-7480-641130	Irrigation Repairs	5,256.22
614-7480-641270	Clothing, Uniforms	1,995.65
614-7485-622250	Golf Club Purchases For	257.03
614-7485-635140	Rubbish Hauling	71.07
614-7485-641100	Maintenance & Repairs	1,502.95
701-5190-620110	Staff Car Maintenance	8,345.85
701-5190-635140	Rubbish Hauling	188.58
702-5195-641100	Maintenance and Repair	14,984.15
715-5185-634180	Insurance claims	1,967.21
Grand Total:		574,185.09

Project Account Summary

Project Account Key	Payment Amount
None	518,805.18
0323500	200.00
0813500	95.00
0983000	896.41
1013000	370.36
1102000	6,705.80
1103000	45,596.60
1883000	760.31
2093000	755.43
Grand Total:	574,185.09

PAYROLL

PP3

BILL LIST DATE 02/17/26

GROSS PAYROLL - REG \$485,157.03

LESS EMPLOYEE SHARE OF BENEFITS (\$12,155.34)

EMPLOYER SHARE H.S.A. \$750.00

EMPLOYER SHARE FICA & MEDICARE \$27,256.96

EMPLOYER SHARE PERA \$48,968.89

\$76,975.85

TOTAL PAYROLL \$549,977.54

COUNCIL MEMO

Agenda Item # 6.2

Meeting Date: February 17, 2026
Agenda Section: Consent Agenda
Item Description: Revising & Setting Council Calendars
Submitted By: Amy Oehlers, Assistant City

Manager

CONSENT AGENDA

Consent agenda contains several separate items which are acted upon by the Council in one motion. Upon request, any Consent Agenda item may be removed, and if necessary, placed somewhere else on the agenda or on a future agenda for Council discussion & action.

BACKGROUND INFORMATION

Attached are the proposed meeting calendars/schedule(s).

FINANCIAL IMPACT

Not applicable.

REQUESTED COUNCIL ACTION

Approval of the **Consent Agenda** will mean approval of the City Council Calendars/Schedule(s), as may be amended from time to time.

REQUIRED VOTE

The **Consent Agenda** is approved by a majority vote of the Councilmembers present at the meeting.

ANOKA CITY COUNCIL CALENDAR



Monday	02	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Tuesday	03*	Area Chamber Annual "State of the Cities" Luncheon	Bunker Hills Event Center 12800 Bunker Prairie Road, Coon Rapids	11:00 a.m. Registration & Lunch 11:45 am - 1:00 p.m. Program
Tuesday	03*	Precinct Caucuses	Various Locations (Locations set by Political Parties) (Key in your address to find location) caucusfinder.sos.mn.gov	7:00 p.m.
Thursday	05*	Ribbon Cutting	Anoka Dispensary 839 E. River Road, Anoka	2:00 p.m.
Friday	06*	Employee: Del Vancura's Retirement Party	Anoka Fire Station 275 Harrison St, Anoka	1:00 p.m. - 3:00 p.m.
Monday	09	City Council Goals Session	Green Haven Golf Course & Event Ctr 2800 Greenhaven Rd (East Room), Anoka	5:00 p.m. Start Meeting 5:30 p.m. Dinner
<i>Monday</i>	<i>16</i>	<i>Closed for Presidents' Day</i>	<i>City Offices</i>	<i>All Day</i>
<i>Tuesday</i>	<i>17</i>	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Friday	20	39 th Annual Chamber of Commerce Gala	The Courtyards of Andover, 13545 Martin St, Andover	5:30 p.m. Social Time 7:00 p.m. Dinner
Monday	23	City Council Worksession	City Hall Council Worksession Room	5:00 p.m.

THIS CALENDAR IS POSTED IN ORDER TO COMPLY WITH THE OPEN MEETING LAW, WHICH INDICATES A MEETING MUST BE POSTED WHEN A MAJORITY OF COUNCILMEMBERS WILL OR MAY BE IN ATTENDANCE. NO OFFICIAL BUSINESS OF NON-REGULAR OR NON-SPECIAL MEETINGS WILL BE CONDUCTED AND NO RECORD OF THOSE EVENT WILL BE KEPT.

*ASTERIK DATES REFLECT EVENTS WHERE QUORUMS OF COUNCIL MEMBERS MAY OR MAY NOT BE PRESENT.

ANOKA CITY COUNCIL CALENDAR



Monday	02	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Saturday	07*	North Suburban Home Show	Andover Community Center 15200 Hanson Blvd NW, Andover https://www.northsuburbanhomeshow.com/	8:00 a.m. - 2:00 p.m.
Monday	16	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Monday	23	City Council Worksession	Council Worksession Room	5:00 p.m.

THIS CALENDAR IS POSTED IN ORDER TO COMPLY WITH THE OPEN MEETING LAW, WHICH INDICATES A MEETING MUST BE POSTED WHEN A MAJORITY OF COUNCILMEMBERS WILL OR MAY BE IN ATTENDANCE. NO OFFICIAL BUSINESS OF NON-REGULAR OR NON-SPECIAL MEETINGS WILL BE CONDUCTED AND NO RECORD OF THOSE EVENT WILL BE KEPT.

**ASTERIK DATES REFLECT EVENTS WHERE QUORUMS OF COUNCIL MEMBERS MAY OR MAY NOT BE PRESENT.*

COUNCIL MEMO

Meeting Date: February 17, 2026
Agenda Section: Consent Agenda
Item Description: Trunk Highway 47 Corridor and BNSF Grande Separation Project; Approve and Authorize the Execution of the FY 2023 through FY 2024 Railroad Crossing Elimination (“RCE”) Grant Agreement with Federal Railroad Administration
Submitted By: Ben Nelson, Assistant City Engineer

CONSENT AGENDA

Consent agenda contains several separate items which are acted upon by the Council in one motion. Upon request, any Consent Agenda item may be removed, and if necessary, placed somewhere else on the agenda or on a future agenda for Council discussion & action.

BACKGROUND INFORMATION

At the April 22, 2024 work session, City Council provided unanimous consent for the City of Anoka to lead the Trunk Highway 47 Corridor and BNSF Grande Separation Project. The city lead project is for the improvements along Highway 47, extending north from U.S. Highway 10 at Pleasant Street (CSAH 30) to Bunker Lake Boulevard (CSAH 116). Please see attached *Project Fact Sheet*.

On August 5, 2024, City Council adopted a resolution supporting the pursuit of FY 2023 through FY 2024 Railroad Crossing Elimination (“RCE”) Program Funding.

On March 27, 2025, the U.S. Department of Transportation (U.S. DOT) under the Federal Railroad Administration (FRA) awarded the City of Anoka \$2.5M in federal funds. The grant is for the project planning and project development along Trunk Highway 47 from their RCE Grant Program. See attached email *FY23-24 RCE Grant Program – City of Anoka* snipped from Mr. Kowalczyk, FRA Senior Project Manager to the City of Anoka.



DISCUSSION

Authorized Recipient – As part of the grant agreement, the local agency is required to designate *Authorized Recipient(s)*. Given Anoka is a home rule charter city, the City Council may delegate signing authority. To formalize this delegation, a resolution was adopted by City Council on the 5th day of August, 2024, designating

the grant's recipients as Greg Lee (City Manager) and Ben Nelson (Assistant City Engineer), or their successors in office. Furthermore, they retain the authority to execute any amendment related to the agreement.

Execute a Grant Agreement – The next step in utilizing these funds is for the city to enter into a grant agreement with the U.S. DOT under the FRA. Some important requirements of the grant agreement council shall be aware of are the following:

- The end date of the budget period and period of performance is January 31, 2029
- Total amount of the grant is \$3,125,000 that is comprised of \$2,500,000 in federal funds and \$625,000 in local funds
- Grantees will be expected to submit quarterly project progress reports and recertifications
- The Grantee must not begin work or incur any expenses until this agreement is fully executed and all obligations have been approved by the FRA
- The grant is a reimbursable payment and no payments will be made to the Grantee until this agreement is fully executed

The agreement has been reviewed and there are no specific objections by the City Attorney. Council shall understand that most all parts of the agreement are not subject to negotiation. The document essentially reflects the federal regulations and conditions that attribute to the city's acceptance of federal funding.



Existing BNSF at-grade crossing looking north on Hwy 47 (Ferry St)

Staff recommends entering into this grant agreement with the FRA to utilize the available grant funds from the US DOT for the planning and design said project.

FINANCIAL IMPACT

The RCE Grant in the amount of \$2,500,000 will fund the planning and project development activities, including the preliminary design of the project. An important point to note is that this grant provided one of a very few opportunities for the city to begin the project planning phase with minimal use of local funds. The required committed local fund match is \$625,000, for a total grant amount of \$3,125,000. Of this amount, \$333,677 will be paid for by the [Infrastructure Investment and Jobs Act \(IIJA\) Match Program](#) awarded to the city. It shall be understood, the high estimated total cost of this massive project is \$90,000,000, with \$43,000,000 in committed funding to date.

An important component to the required local match is the flexibility to utilize other funding sources, such as state bonding funds, other competitive grants, or a financial commitment from Minnesota Department of Transportation (MnDOT). This approach mirrors the successful strategy used to complete the funding plan for the Anoka Highway 10 Project, which minimized the use of City of Anoka local funds. Staff intends to apply for MnDOT's assistance available through the [IIJA Match Program](#), should a future legislative session provide additional funding for this program and will continue to pursuing other funding to cover the majority of the local match.

REQUESTED COUNCIL ACTION

It is recommended that City Council authorizes the execution of the agreement, pursuant to RES-2024-057 dated August 5, 2024, and enter into an agreement with the FRA prescribing the terms and conditions of said agreement for the Trunk Highway 47 Corridor and BNSF Railroad Grade Separation Project.

Approval of the Consent Agenda will mean approval of this agenda item.

HIGHWAY 47 CORRIDOR & BNSF RAILROAD GRADE SEPARATION PROJECT

The City of Anoka is currently needing to advance the Highway 47 Corridor and BNSF Railroad Grade Separation Project. Federal and state funds have been committed from project partners to begin construction in 2028.

Highway 47 is a critical north-south route connecting to job centers and US Highway 10/169 in the northwest suburbs of the St. Paul/Minneapolis metropolitan area. Today, the corridor does not meet the modern safety and mobility needs.

In 2003, four young adults were tragically killed in a train collision at the BNSF railway crossing of Highway 47. This railway crossing remains a top priority for grade separation in the State of Minnesota and the Midwest. Up to 80 trains travel through at high speeds each day, resulting in 2-3 hours of gate arm down time. Freight cars are often carrying oil from the Bakken Fields in North Dakota and Montana to oil refineries and international reaching ports in the St. Paul/Minneapolis and Chicago metropolitan areas.

Project Location

EST. TOTAL PROJECT INVESTMENT NEED

\$90 M



“At the intersection we visited today, there were 17 car accidents in four years. We’re talking about 17 car accidents in just 150 feet. That’s no coincidence. This is not safe.”

- Minnesota Governor Tim Walz on his visit to the Highway 47 and BNSF railroad crossing.

ANTICIPATED PROJECT TIMELINE

Project Development
Funds

2024

Identify
Community Vision

2025-2026

Design /
Right-of-Way

2026-2027

Construction

2028-2029



PROJECT GOALS

This project will identify a community-supported vision to improve transportation safety, mobility and efficiency, while balancing the needs of a healthy natural environment and local and regional economy by addressing the following goals.

- Improve safety and mobility for all users.
- Grade separate the railway and eliminate motorist delay.
- Improve response times for emergency services.
- Improve business access and neighborhood connectivity.
- Improve non-motorized access to transit.
- Plan for transportation-efficient and neighborhood appropriate land uses.
- Identify clean up opportunities of surrounding contaminated sites.
- Reduce transportation related burdens on the Wild, Scenic and Recreational Rum River.
- Minimize impacts to the Anoka County Fairgrounds and Anoka County Park.
- Preserve and protect historic properties.



DEPARTMENT OF
TRANSPORTATION



Anoka County
MINNESOTA

FAST FACTS

DAILY TRAVEL DEMANDS

- Up to 80 trains and **5,400 rail freight loads**
- **18,300** vehicles including **400** heavy commercial
- A **Tier 3** Regional Truck Corridor (*Metropolitan Council*) serving a 1,000-acre industrial park with 15,000 jobs

SAFETY & MOBILITY ISSUES

- In 2003 four young adults were killed at the crossing
- Crash rate of **4.47** per one million vehicle miles traveled
- Crash rate is **>3x** greater than similar corridors
- Many side street intersection operations are failing today
- Unsafe and limited pedestrian and bicycle environment

CONTACT



Ben Nelson,
Assistant City Engineer



763-576-2785



bnelson@ci.anoka.mn.us

Ben Nelson

From: Kowalczyk, Michael (FRA) <Michael.Kowalczyk@dot.gov>
Sent: Thursday, March 27, 2025 1:38 PM
To: Ben Nelson
Subject: FY23-24 RCE Grant Program – City of Anoka – Trunk Highway 47 Corridor and BNSF Railroad Grade Separation Project

You don't often get email from michael.kowalczyk@dot.gov. [Learn why this is important](#)

Caution: This email originated outside our organization; please use caution.



U.S. Department of Transportation
Federal Railroad Administration

Dear City of Anoka,

Congratulations on your funding award under the Federal Railroad Administration (FRA) Fiscal Year 2023-2024 Railroad Crossing Elimination (RCE) grant program.

\$2,500,000 to the City of Anoka for the Trunk Highway 47 Corridor and BNSF Railroad Grade Separation Project.

I am the FRA Project Manager for your project, and I will be your main Federal point of contact. The FRA Project team will assist and support you through the successful delivery of your project. My contact information is listed at the bottom of this email.

If you have any questions, please do not hesitate to contact me and I look forward to hearing from you soon.

Thank you,

Michael S. Kowalczyk
Senior Project Manager
Federal Railroad Administration
Office of Regional Outreach & Project Delivery
RRD-54 - Midwest Division



Attachment 1

GENERAL TERMS AND CONDITIONS

Revision Date: November 19, 2025

General Terms and Conditions

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ATTACHMENT 1

This Grant Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the Recipient identified in Attachment 2: Project-Specific Terms and Conditions. This Agreement, including the Agreement cover sheet, this Attachment 1, Attachment 2, and Exhibits A–C, constitutes the entire Agreement between FRA and the Recipient regarding the Project as defined in Attachment 2. All prior discussions and understandings concerning the scope and subject matter of this agreement are superseded by this Agreement.

This Agreement is governed by and subject to 2 CFR part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the U.S. Department of Transportation (USDOT) implementing regulations at 2 CFR part 1201.

ARTICLE 1: TERMS AND CONDITIONS

1.1 General Terms and Conditions

This Attachment 1: General Terms and Conditions, is part of the Agreement between FRA and the Recipient. This Attachment 1 contains the standard terms and conditions governing the administration of this Agreement and the execution of the Project. The General Terms and Conditions incorporate by reference the information contained in Attachment 2 and the Exhibits to this Agreement.

1.2 Project-Specific Terms and Conditions

Attachment 2: Project-Specific Terms and Conditions, is part of the Agreement between FRA and the Recipient. Attachment 2 contains Project-Specific Terms and Conditions, which may include special terms and conditions.

1.3 Program-Specific Clauses

Article 26 of this Attachment 1 contains the applicable program-specific clauses. The Recipient will comply with the program-specific clauses below that are associated with the grant program identified in Attachment 2 of this Agreement. In the event that the Recipient's grant is not authorized under a program listed below, Article 26 does not apply.

(a) For Projects funded under the Interstate Rail Compacts program (49 U.S.C. § 22910), the Recipient will comply with the program-specific clauses in Article 26.1.

(b) For Projects funded under the Railroad Crossing Elimination program (49 U.S.C. § 22909), the Recipient will comply with the program-specific clauses in Article 26.2.

(c) For Projects funded under the Consolidated Rail Infrastructure and Safety Improvements program (49 U.S.C. § 22907), the Recipient will comply with the program-specific clauses in Article 26.3.

(d) For Projects funded under the Restoration and Enhancement program (49 U.S.C. § 22908), the Recipient will comply with the program-specific clauses in Article 26.4.

(e) For Projects funded under the Federal-State Partnership for Intercity Passenger Rail program (49 U.S.C. § 24911) and Federal-State Partnership for State of Good Repair (as authorized in Sections 11103 and 11302 of the Passenger Rail Reform and Investment Act of 2015 (Title XI of the Fixing America’s Surface Transportation (FAST) Act, Pub. L. No. 114-94 (2015))), the Recipient will comply with the program-specific clauses in Article 26.5.

1.4 Exhibits

Exhibits A–C are part of the Agreement between FRA and the Recipient. The Recipient will comply with Exhibits A–C.

ARTICLE 2: FRA ROLE AND RESPONSIBILITIES

2.1 FRA Role

(a) FRA is responsible for funding disbursements to the Recipient under this Agreement. FRA will also conduct oversight and monitoring activities to assess Recipient progress against established performance goals and to assess compliance with terms and conditions, including the Statement of Work and other requirements of this Agreement.

(b) If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Recipient in Project activities.

(c) If this award is made as a Grant, FRA will not have substantial programmatic involvement.

2.2 FRA Professional Staff

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate. FRA professional staff may include the following:

(a) Financial Analyst. The Financial Analyst will serve as the Recipient’s point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring.

(b) Grant Manager. The Grant Manager will serve as the Recipient’s point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Project Manager to facilitate effective Project delivery.

(c) Project Manager. The Project Manager will serve as the Recipient’s point of contact for the technical aspects of Project delivery. The Project Manager coordinates Project deliverable review, provides technical assistance to the Recipient, and generally assesses Project progress and performance.

ARTICLE 3: RECIPIENT ROLE

3.1 Representations and Acknowledgments on the Project

(a) The Recipient represents that:

- (1) all material statements of fact in the Application were accurate when the Application was submitted and now; and
- (2) the Recipient read and understands the terms and conditions in Attachment 1 and Attachment 2 of this Agreement, the applicable program-specific clauses in Article 26 of this Attachment 1, and the information and conditions in the Exhibits.

(b) The Recipient acknowledges that:

- (1) the terms and conditions impose obligations on the Recipient and that the Recipient's non-compliance with the terms and conditions may result in remedial action, including terminating the Agreement, disallowing costs incurred for the Project, requiring the Recipient to refund Federal contributions to FRA, and reporting the non-compliance in the Federal-government-wide integrity and performance system. Recipient acknowledges that the terms and conditions impose such obligations on the Recipient whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.
- (2) The Recipient acknowledges that the requirements of this Agreement apply to the entire Project, including Project costs satisfied from sources other than Agreement Federal Funds.

(c) By entering into this Agreement with FRA, the Recipient agrees to comply with the terms and conditions in Attachment 1 and Attachment 2, including applicable program-specific clauses in Article 26 of this Attachment 1, Exhibits A–C, and all applicable Federal laws and regulations, including those identified in this Agreement. The Recipient will ensure compliance with all terms of this Agreement and all of its parts for all tiers of subawards and contracts under this Agreement, as appropriate. The Recipient understands that the terms and conditions of this Agreement apply regardless of whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.

3.2 Representations on Authority and Capacity

The Recipient represents that:

- (a) it has the legal authority to receive Federal financial assistance under this Agreement;
- (b) it has the legal authority to complete the Project;
- (c) all representations and warranties made in the Federal System for Awards Management (SAM.gov) and in the Application are true and correct;

- (d) it has the capacity, including legal, technical, institutional, managerial, and financial capacity, to comply with its obligations under this Agreement and complete the Project;
- (e) the Non-Federal Funds listed in Article 6 of Attachment 2 of this Agreement are committed to fund the Project;
- (f) it has sufficient funds available to ensure that equipment and infrastructure funded under this Agreement will be operated and maintained in compliance with this Agreement and applicable Federal law;
- (g) it has sufficient funds available to ensure that operations funded under this agreement are conducted in compliance with this Agreement and applicable Federal law; and
- (h) the individual executing this agreement on behalf of the Recipient has the legal authority to enter this Agreement and make the statements and certifications in this Agreement on behalf of the Recipient.

3.3 FRA Reliance

The Recipient acknowledges that:

- (a) FRA relied on statements of fact in the Application and SAM.gov to select the Project to receive this award;
- (b) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient and the Project are eligible to receive financial assistance under this Agreement;
- (c) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient has the legal authority to implement the Project; and
- (d) FRA relied on statements of fact in both the Application and this Agreement to establish the terms of this Agreement; and
- (e) FRA's selection of the Project to receive this award may have prevented awards to other eligible applicants.

3.4 Project Delivery

- (a) The Recipient will implement and complete the Project to FRA's satisfaction under the terms of this Agreement.
- (b) The Recipient will ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

3.5 Rights and Powers Affecting the Project

- (a) The Recipient will not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this Agreement without written approval of FRA.

(b) The Recipient will act promptly, in a manner acceptable to FRA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this Agreement.

3.6 Notification of Changes to Key Personnel

The Recipient will notify the FRA Grant Manager in writing within 30 days of any change in key personnel who are identified in the Application, which may require an amendment to this Agreement.

ARTICLE 4: AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount

Under this Agreement, FRA awards a Grant to the Recipient in the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.2 Federal Obligations

This Agreement obligates for the budget period the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.3 Maximum Funding Amount

This Agreement funds the Project at the lesser amount of the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement, or the FRA maximum contribution percentage of the total Project cost identified in Article 6.5 of Attachment 2 of this Agreement.

4.4 Budget Period

The budget period for this award begins on the date of this Agreement and ends on the end date that is listed in Section 5 on the Agreement cover sheet. In this Agreement, "budget period" is used as defined at 2 CFR § 200.1.

4.5 Period of Performance

The Period of Performance for this award is listed in Section 4 on the Agreement cover sheet. In this Agreement, "Period of Performance" is used as defined at 2 CFR § 200.1.

ARTICLE 5: STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement

The Recipient will notify the FRA Grant Manager and Project Manager by electronic correspondence within 30 days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project, including change in authority. In that notification, the Recipient will describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this Section 5.1 is separate from any requirements under this Article 5 that the Recipient request an amendment to this Agreement.

5.2 Scope and Statement of Work Changes

If the Project's activities differ from the activities described in Article 4 of Attachment 2 of this Agreement, then the Recipient will notify FRA in writing of the change, which may require an amendment to this Agreement.

5.3 Schedule Changes

If one or more of the following conditions are satisfied, then the Recipient will request an amendment to this Agreement to update the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement:

- (a) a completion date for the Project or a component of the Project is listed in the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed;
- (b) a schedule change would require the budget period to continue after the end of the budget period defined in Section 4.4; or
- (c) a schedule change would require the Period of Performance to continue after the end of the Period of Performance defined in Section 4.5. The Recipient must submit requests to extend the Period of Performance not later than 90 days before the end of the Period of Performance.

For other schedule changes, the Recipient will notify the Grant Manager in writing.

5.4 Budget Changes

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this Agreement to complete the Project;
 - (2) any additional funds the Recipient contributes to complete the Project are subject to the requirements of this Agreement in the same manner as the Non-Federal Funds identified in Article 6.5 of Attachment 2 of this Agreement; and
 - (3) FRA will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient will notify FRA in writing if the total Project cost, as described in Table 6-A of Attachment 2 of this Agreement, amount increases, which may result in an amendment to this Agreement.
- (c) The Recipient will notify FRA in writing if the Non-Federal Funds amount decreases, which may result in an amendment to this Agreement.
- (d) For all other budget changes, the Recipient will follow the applicable procedures and document the changes in writing.

5.5 Project Cost Savings

(a) If there are Project Cost Savings, then the Recipient may notify FRA in writing of its intent to include in the Project and complete with the Project Cost Savings the additional activities within the scope of this award that are specified in the Additional Task(s) in Article 4 of Attachment 2 of this Agreement. The Recipient will complete the Additional Task(s) after FRA provides a written approval. An amendment to this Agreement is not required to proceed with the Additional Task(s).

(b) If there are Project Cost Savings, and there are not Additional Task(s) identified in Article 4 of Attachment 2 of this Agreement, then the Recipient may propose a new task that is within the scope of this award and request an amendment to add the new task to this Agreement and complete it with Project Cost Savings.

(c) In this Agreement, “**Project Cost Savings**” means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA’s satisfaction, the actual Project costs are less than the estimated total Project costs. There are no Project Cost Savings prior to completion of the Project or if the actual costs to complete the Project are equal to or greater than the total Project cost listed in Section 6.5 of Attachment 2 of this Agreement.

(d) If there are Project Cost Savings and either the Recipient does not make a proposal or FRA does not accept the Recipient’s proposal under (a) of this Section 5.5, then:

(1) The Recipient will provide written notice to FRA and reduce the Federal Share by the Project Cost Savings, which may result in an amendment to this Agreement; and

(2) If the reduced Federal Share reduces this award and the Recipient received reimbursed costs exceeding the appropriate amount under the reduced award, the Recipient will refund the difference between the reimbursed costs and the reduced award.

(e) In this Agreement, “Federal Share” means the sum of the Agreement Federal Funds and Other Federal Funds amounts that are identified in the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement.

(f) The Recipient acknowledges that amounts that are required to be refunded under this Section constitute a debt to the Federal Government that FRA may collect under 2 CFR § 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–999).

5.6 FRA Acceptance of Changes

FRA may accept or reject changes requested under this Article 5, and in doing so may elect to consider only the interests of the grant program and FRA. The Recipient acknowledges that any request under this Article 5 does not amend, modify, or supplement this Agreement unless FRA

accepts the request and the parties amend this Agreement under Section 15.1 of this Attachment 1.

ARTICLE 6: GENERAL REPORTING TERMS

6.1 Alternative Reporting Methods

FRA may establish processes for the Recipient to submit reports required by this Agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient will use the processes required by FRA.

6.2 Paperwork Reduction Act Notice

Under 5 CFR § 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (OMB). Notwithstanding any other term of this Agreement, the due date for any information collections required under this Agreement, including the reporting requirements in Articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

ARTICLE 7: PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications

(a) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a complete FRA Form 34¹ Quarterly Project Progress Report and Recertification that contains, for the previous quarter:

- (1) a certification that the Recipient is in compliance with 2 CFR § 200.303 (Internal Controls) and 2 CFR part 200, Subpart F (Audit Requirements);
- (2) the certification required under 2 CFR § 200.415(a); and
- (3) a certification that the Recipient is complying with any environmental mitigation commitments and Section 106 compliance obligations.

If the date of this Agreement is in the final month of a quarter, then the Recipient will submit the first Quarterly Project Progress Report and Recertification in the quarter that begins after the date of this Agreement.

(b) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a Federal Financial Report (SF-425) covering the previous quarter.

¹ FRA Form 34 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

7.2 Final Progress Reports and Financial Information

No later than 120 days after the end of the Period of Performance, the Recipient will submit:

- (a) a final Quarterly Project Progress Report and Recertification in the format and with the content described in Section 7.1(a) of this Attachment 1 for each Quarterly Project Progress Report and Recertification;
- (b) a final SF-425 through GrantSolutions;
- (c) a Final Performance Report FRA Form 33 as provided by FRA²; and
- (d) any other information required under FRA's award closeout procedures.

7.3 Real Property Reporting

The Recipient will comply with the reporting obligations in 2 CFR § 200.330, as directed by FRA.

ARTICLE 8: PERFORMANCE MEASUREMENT AND REPORTING

8.1 Baseline Performance Measurement

Within one year before the start of work on the Project, the Recipient will collect baseline data for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement. Within six months of the start of the Period of Performance, the Recipient will submit to FRA a Baseline Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure. The Recipient will also provide FRA access to the data collected in machine-readable format.

8.2 Post-Project Performance Measurement

For each performance measure that is listed in Article 7 of Attachment 2 of this Agreement, the Recipient will collect data and submit to FRA a Post-Project Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure, at the frequency and for the duration identified in Article 7 of Attachment 2 of this Agreement. The Recipient will also provide FRA access to the data collected in machine-readable format. If an external factor affects a performance measure, the Recipient will identify that external factor in the Post-Project Performance Measurement Report and discuss the external factor's influence on the performance measure. In the Post-Project Performance Report, the Recipient will compare the actual project performance against the pre-project (baseline) performance and expected post-project performance as described in Table 7-A of Attachment 2 of this Agreement.

²FRA Form 33 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

8.3 Project Outcomes Report

Where indicated in Article 7 of Attachment 2 of this Agreement, the Recipient will submit to FRA, not later than January 31st of the year that follows the final year during which data were collected, a Project Outcomes Report that contains:

- (a) an analysis of the impacts of the Project, including a comparison of the baseline performance measurement data collected under Section 8.1 of this Attachment 1 with the post-project performance measurement data that the Recipient reported in the final Post-Project Performance Measurement Report required under Section 8.2 of this Attachment 1;
- (b) for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement, an analysis of the accuracy of the projected outcome; and
- (c) all data collected under Sections 8.1 and 8.2 of this Attachment 1;
- (d) additional information as directed.

8.4 General Performance Measurement Requirements

The Recipient will ensure that all data collection for each performance measure identified in Article 7 of Attachment 2 of this Agreement is completed in a manner consistent with the description, location, and other attributes associated with that performance measure.

8.5 Outcome Measurement and Reporting Survival

The data collection and reporting requirements in Article 8 of this Attachment 1 survive the termination of this Agreement. FRA may consider the Recipient's compliance with this requirement after closeout of the grant in its evaluation of future applications for Federal financial assistance.

ARTICLE 9: NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations

(a) Notice of Proposed Determination. If FRA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this Agreement, FRA will notify the Recipient of a proposed determination of noncompliance through a written notice that:

- (1) explains the noncompliance;
- (2) describes a proposed remedy that is consistent with Section 9.2 of this Attachment 1;
- (3) describes the process and form in which the Recipient may respond to the notice that is consistent with Section 9.1(b) of this Attachment 1; and

(4) if applicable, provides the Recipient an opportunity to cure the noncompliance or take corrective action.

(b) Response to Notice of Proposed Determination. The Recipient may, not later than 7 days after receiving the notice of proposed determination of noncompliance, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the proposed remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy;
- (3) acknowledge the noncompliance and agree to cure or take corrective action;
or
- (4) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response sufficient documentation or other information supporting the Recipient's compliance.

(c) Notice of Final Determination. After considering the Recipient's response or failure to timely respond under Section 9.1(b) of this Attachment 1, FRA will make a final determination. To make a final determination, FRA must provide a written notice to the Recipient that:

- (1) states what the final determination is (e.g., noncompliance or compliance);
- (2) states the basis for the final determination; and
- (3) describes the remedy that FRA is imposing, if applicable, or if FRA is not imposing a remedy, describes the resolution to the proposed determination of noncompliance, including whether the Recipient has cured or corrected the noncompliance.

(d) If FRA determines the noncompliance is one that cannot be addressed while work on the Project is ongoing, in the notice of proposed determination or in the notice of final determination, FRA will direct the Recipient to stop work. The Recipient will stop work and will direct any Subrecipients or contractors to stop work immediately upon receipt of a notice to stop work from FRA.

(e) FRA may consider the public interest in making a determination of noncompliance and imposing a remedy.

9.2 Remedies

(a) If FRA makes a final determination of noncompliance under Section 9.1(c) of this Attachment 1, FRA may impose a remedy, including:

- (1) additional conditions on the award;
- (2) requiring the Recipient to prepare and implement a corrective action plan;

- (3) directing the Recipient to stop work;
- (4) any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments ; disallowance of previously reimbursed costs, requiring refunds from the Recipient to FRA; suspension or termination of the award; or suspension and disbarment under 2 CFR part 180; or
- (5) any other remedy legally available.

(b) The Recipient acknowledges that any amounts FRA requires the Recipient to refund to FRA under this Section 9.2 constitute a debt to the Federal Government that FRA may collect under 2 CFR § 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–999).

(c) Other Remedies. The termination authority under Article 10 of this Attachment 1 supplements and does not limit FRA’s remedial authority under this Article 9 or 2 CFR part 200, including 2 CFR §§ 200.339-200.240. FRA reserves the right to seek any appropriate remedy or otherwise enforce the terms and conditions of this Agreement as authorized by law.

9.3 Other Oversight Entities

Nothing in Article 9 of this Attachment 1 limits any party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10: AGREEMENT SUSPENSION AND TERMINATION

10.1 Suspension of Award Activities

(a) If FRA determines that the remedy for noncompliance imposed under Article 9 of this Agreement does not achieve the desired result or is unlikely to improve compliance or performance, FRA may suspend activities under this Agreement pending corrective action by the Recipient or termination.

(b) If FRA suspends activities under this Agreement, FRA will notify the Recipient in writing of the following, which may be included in the determinations of non-compliance under Section 9.1 of this Attachment 1:

- (1) what project activities, if any, will take place during the period of suspension;
- (2) what costs FRA will reimburse if the suspension is lifted and the award resumed;
- (3) what corrective actions must occur during the suspension; and
- (4) FRA’s intent to terminate the award under this Article 10 if the Recipient does not meet the conditions of the remedial action.

(c) The duration of the temporary suspension of activities under the Agreement should be commensurate with the corrective action needed, but should not exceed 120 days at the outset. If the Recipient is not making sufficient progress in correcting the noncompliance, FRA must consider both financial and programmatic requirements in determining the appropriate extension to avoid the need for termination.

10.2 FRA Termination

(a) FRA may terminate this Agreement and all its obligations under this Agreement if any of the following occurs:

- (1) the Recipient fails to obtain or contribute the required Non-Federal Funds, or alternatives approved by FRA, as provided in this agreement and consistent with Article 6 of Attachment 2 of this Agreement;
- (2) the Recipient fails to meet a milestone by six months after the completion date listed in Article 5 of Attachment 2 of this Agreement and the Recipient fails to request an amendment to this Agreement pursuant to Section 5.3 of this Attachment 1;
- (3) the Recipient fails to comply with the terms and conditions of this Agreement;
- (4) there are changes to the Project that FRA determines are inconsistent with FRA's basis for selecting the Project to receive the award; or
- (5) FRA determines that termination of this Agreement is in the public interest.

(b) The Recipient may request that FRA terminate the Agreement, which may result in FRA determining noncompliance and imposing remedies pursuant to Article 9 of this Attachment 1.

10.3 Closeout Termination

- (a) This Agreement terminates on Project Closeout.
- (b) In this Agreement, "Project Closeout" means the date that FRA notifies the Recipient that the award is closed out. Under 2 CFR § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

10.4 Post-Termination Adjustments

The Recipient acknowledges that under 2 CFR §§ 200.345–200.346, termination of this Agreement does not extinguish FRA's authority to disallow costs, including costs that FRA reimbursed before termination, and recover funds from the Recipient.

10.5 Non-Terminating Events

- (a) The end of the budget period described under Section 4.4 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

(b) The end of the Period of Performance described under Section 4.5 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

ARTICLE 11: MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention

(a) The Recipient will monitor activities under this award, including activities under subawards and contracts, to ensure:

- (1) that those activities comply with this agreement; and
- (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient will monitor the activities of the Subrecipient in compliance with 2 CFR §200.332(e).

(c) The Recipient will retain and provide access to records relevant to the award during the course of the Project and for three years after closeout or longer, as required under 2 CFR § 200.334.

(d) The Recipient will adhere to the recording and recordkeeping requirements set forth in 2 CFR §§ 200.334–200.338. Project Closeout does not alter these requirements.

11.2 Financial Records and Audits

(a) The Recipient will keep all Project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the Project.

(b) The Recipient will keep accounts and records described under Section 11.2(a) of this Attachment 1 in accordance with a financial management system that meets the requirements of 2 CFR §§ 200.302–200.307 and 2 CFR part 200, subpart F and will facilitate an effective audit in accordance with 31 U.S.C. §§ 7501–7506.

(c) The Recipient will separately identify expenditures under the award in financial records required for audits under 31 U.S.C. §§ 7501–7506. Specifically, the Recipient will:

- (1) list expenditures separately on the schedule of expenditures of Federal awards required under 2 CFR part 200, subpart F, including the fiscal year in the format "FY 202X" in the program name; and
- (2) list expenditures on a separate row under Part II, Item 1 (Federal Awards Expended During Fiscal Period) of Form SF-SAC, including "FY 202X" in Column C (Additional Award Identification).

(d) If the Recipient expends \$1,000,000 or more in Federal awards during the Recipient's fiscal year, a single or program audit will be conducted for that year, consistent with 2 CFR §§ 200.501(a) and 200.512(c).

11.3 Internal Controls

The Recipient will establish and maintain internal controls as required under 2 CFR § 200.303.

11.4 FRA Record Access

FRA may access Recipient records related to this award under 2 CFR § 200.337.

11.5 Site Visits

FRA may conduct site visits to review Project activities, accomplishments, and management control systems and to provide technical assistance to the Recipient. The Recipient will provide or ensure reasonable, safe, and convenient access to FRA for any such site visit. FRA will conduct all site visits in such a manner as will not unduly delay work conducted by the Recipient, Subrecipient, or contractor.

ARTICLE 12: CONTRACTING AND SUBAWARDING

12.1 Buy America

(a) For infrastructure projects, steel, iron, manufactured goods, and construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act (Buy American Act), Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(b) For all other projects, the Recipient's acquisition of steel, iron, and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305. The Recipient also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

(c) Under this Section, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(d) Under 2 CFR § 200.322, the Recipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

12.2 Small and Disadvantaged Business Requirements

The Recipient will expend all funds under this award in compliance with the requirements at 2 CFR § 200.321, including any amendments thereto.

12.3 Engineering and Design Services [Reserved]

12.4 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 CFR § 200.216 prohibit the Recipient and all Subrecipients from procuring or obtaining certain telecommunications and video surveillance equipment or services under this award.

12.5 Pass-Through Entity Responsibilities

(a) If the Recipient makes a subaward under this award, the Recipient will comply with the requirements for pass-through entities under 2 CFR parts 200 and 1201, including 2 CFR §§ 200.331–200.333, regardless of whether the Recipient is also a Pass-Through Entity as defined in 2 CFR § 200.1.

(b) The Recipient will report any subaward obligation of \$30,000 or more in Federal funds in USASpending.gov consistent with the Federal Funding Accountability and Transparency Act, Pub. L. 109-282.

(c) The Recipient is accountable for performance under this award, the appropriate expenditure of funds, and other requirements under this Agreement. The Recipient is responsible for any non-compliance under the award and for compliance with any remedies imposed.

12.6 Local Hiring Preference for Construction Jobs

Under Section 25019 of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. B, tit. V (2021), a Recipient or Subrecipient may implement a local or other geographical or economic hiring preference relating to the use of labor for construction of a project funded by this grant if funded under title 49 or 23 United States Code, including prehire agreements, subject to any applicable State and local laws, policies, and procedures. The use of such a local or other geographical or economic hiring preference in any bid for a contract for the construction of a project funded by this grant shall not be considered to unduly limit competition. Project labor agreements should be consistent with the definition and standards outlined in Executive Order 13502. For additional information, see <https://www.transportation.gov/sites/dot.gov/files/2023-05/Creating-Local-Construction-Workforce.pdf>.

12.7 Procurement

The Recipient may acquire property, goods, or services in connection with the Project. If the Recipient is a State or Indian Tribe, then it will follow the same policies and procedures it uses for procurements with non-Federal funds in compliance with 2 CFR § 200.317. A Subrecipient of a State will follow the policies and procedures allowed by that State when procuring property and services under this award consistent with 2 CFR § 1201.317, notwithstanding 2 CFR §

200.317. An entity that is not a State or Indian Tribe, or Subrecipient of a State or Indian Tribe, will comply with 2 CFR §§ 200.318–200.327, and applicable supplementary USDOT or FRA directives and regulations. The Recipient will provide technical specifications and requirements to FRA for review upon request.

ARTICLE 13: COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount

Under this award, FRA will not provide funding in an amount greater than the Agreement Federal Funds. The Recipient acknowledges that FRA is not liable for payments exceeding that amount, and the Recipient will not request reimbursement of costs exceeding that amount.

13.2 Project Costs

This award is subject to the cost principles at 2 CFR part 200, subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs

(a) The Recipient will not charge to this award costs that are incurred after the budget period.

(b) The Recipient will not charge to this award costs that were incurred before the date of this Agreement unless those costs are identified as approved pre-award costs in Section 6.6 of Attachment 2 of this Agreement and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 CFR § 200.458. This agreement hereby terminates and supersedes any previous FRA approval for the Recipient to incur costs under this award for the Project. Section 6.6 of Attachment 2 of this Agreement is the exclusive FRA approval of costs incurred before the date of this Agreement.

(c) The Recipient may request approval of pre-award costs in a written request that demonstrates the purpose and amount of the costs, compliance with 2 CFR § 200.458, and whether such costs would otherwise serve as Non-Federal Funds.

13.4 Recipient Recovery of Federal Funds

The Recipient will make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if FRA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner. The Recipient will not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by FRA.

13.5 Unexpended Agreement Federal Funds

Any Agreement Federal Funds that are obligated but not expended on allocable, allowable costs remain the property of the United States.

13.6 Interest Earned

Interest earned on advances of Agreement Federal Funds is not program income.

13.7 Timing of Payments to the Recipient

- (a) Reimbursement is the payment method, unless otherwise approved by FRA.
- (b) The Recipient will not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.8 Payment Method

- (a) The Recipient will use the DELPHI e-Invoicing System (<https://www.dot.gov/cfo/delphi-einvoicing-system.html>) to request reimbursement under this award. FRA will provide access to that system upon request by the Recipient.
- (b) FRA may deny a payment request that is not submitted using the method identified in this Section.

13.9 Information Supporting Expenditures

- (a) When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient will electronically submit the SF 270 (Request for Advance or Reimbursement) and will submit supporting cost detail to document clearly all costs incurred. As supporting cost detail, the Recipient will include a detailed breakout of all costs incurred and classify all costs by task and by Agreement Federal Funds and Agreement Non-Federal Funds.
- (b) Unless FRA and the Recipient agree otherwise in writing, the Recipient will ensure that the proportion of expenditure of Agreement Federal Funds to Agreement Non-Federal Funds is not more than the maximum percent of total Project cost FRA will contribute identified in Section 6.5 of Attachment 2 of this Agreement. The Recipient will ensure the proportional expenditure of funds is reflected in the detailed breakout of costs supporting the SF 270.
- (c) If the Recipient submits a request for reimbursement that FRA determines does not include or is not supported by sufficient detail, FRA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.10 Reimbursement Request Timing Frequency

The Recipient will request reimbursement as needed to maintain cash flow sufficient to timely complete the Project. The Recipient will not submit any single payment request exceeding \$99,999,999.99. The Recipient will not submit a payment request exceeding \$50,000,000.00 unless the Recipient notifies FRA six days before submitting the request.

13.11 Program Income

The Recipient is encouraged to earn income to defray Project costs, where appropriate, and will work with FRA to determine how income may be applied to the grant, in accordance with 2 CFR

§ 200.307 and 2 CFR § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. The Recipient will maintain records of all program income.

ARTICLE 14: PROPERTY AND EQUIPMENT

14.1 General Requirements

The Recipient will comply with the property standards of 2 CFR §§ 200.310–200.316 and will ensure compliance with these standards for all tiers of subawards and contracts under this award.

14.2 Relocation and Real Property Acquisition

The Recipient will comply with the land acquisition policies and relocation requirements in 42 U.S.C. § 4601 et seq. and 49 CFR part 24, subparts A–F, as applicable. At a minimum, under this section, the Recipient will:

- (a) comply with the land acquisition policies in 49 CFR part 24, subpart B and will pay or reimburse property owners for necessary expenses as specified in that subpart;
- (b) provide a relocation assistance program offering the services described in 49 CFR part 24, subpart C and provide reasonable relocation payments and assistance to displaced persons as required in 49 CFR part 24, subparts D–E; and
- (c) make available to displaced persons comparable replacement dwellings in accordance with 49 CFR part 24.
- (d) provide to FRA a real estate acquisition and management plan prior to beginning real property acquisition if the Project is designated a Major Project in Article 1 of Attachment 2 of this Agreement, or if the total Project cost in Section 6.5 of Attachment 2 of this Agreement is greater than \$300 million and the Project is also receiving financial assistance from the Federal Transit Administration (FTA).

14.3 Use for Originally Authorized Purpose

The Recipient will ensure that property and equipment funded under this Agreement is used for the originally authorized purpose. If necessary to satisfy this obligation, the Recipient will enter into appropriate arrangements with the entity or entities using, or with the owner of right-of-way used by, the property and/or equipment funded under this Agreement.

14.4 Maintenance

The Recipient will ensure that any property, improvements to property, and any equipment funded under this Agreement are maintained in good working order and in accordance with FRA regulations, guidelines, and directives.

14.5 Real Property Disposition

In accordance with 2 CFR § 200.311, when real property acquired or improved under this award is no longer used for its originally intended purpose, the Recipient will request disposition instructions from FRA.

14.6 Equipment Disposition

(a) In accordance with 2 CFR §§ 200.313 and 1201.313, when equipment acquired under this award is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State or a Subrecipient of a State, that entity will dispose of that equipment in accordance with State laws and procedures;

(2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 CFR § 200.313; and

(3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity will request disposition instructions from FRA. In accordance with 2 CFR § 200.313(f), FRA may permit the Recipient or Subrecipient to retain equipment.

(b) In accordance with 2 CFR §200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 CFR §§ 200.313–200.316 and 2 CFR § 1201.313.

14.7 Recordkeeping

The Recipient will keep records regarding the operation and maintenance of property, improvements to property, equipment, and supplies funded under this Agreement and will provide them to FRA upon request.

14.8 Encumbrance

The Recipient will not create an obligation, such as a transfer of title, lease, lien, mortgage, or encumbrance, that would dispose of or encumber the Recipient's title or other interest in property, improvements to property, equipment or supplies funded under this Agreement without prior written approval from FRA.

The Recipient will not take any action that would adversely affect FRA's interest or impair the Recipient's continuing control over the use of the property, improvements to property, equipment, or supplies funded under the Agreement without prior written approval from FRA.

ARTICLE 15: AMENDMENTS

15.1 Bilateral Amendments

The parties may amend, modify, or supplement this Agreement by mutual agreement in writing signed by FRA and the Recipient. Either party may request to amend, modify, or supplement this Agreement by written notice to the other party.

15.2 FRA Unilateral Amendments

(a) FRA may unilaterally amend this Agreement for the following reasons:

- (1) to comply with Federal law;
- (2) at closeout or in anticipation of closeout; and
- (3) other non-substantive changes, such as to correct typographical errors, as deemed appropriate by FRA.

(b) To unilaterally amend this Agreement under Section 15.3 of this Attachment 1, FRA will provide a written notice to the Recipient that includes the amendment and the date that the amendment is effective.

(c) Except at closeout or in anticipation of closeout, FRA may not unilaterally amend the Statement of Work, this Agreement's monetary amount, the delivery schedule, the Period of Performance, or other terms or conditions of this Agreement.

15.3 Other Amendments

The parties will not amend, modify, or supplement this Agreement except as permitted under Sections 15.1, 15.2, or 15.3 of this Attachment 1. If an amendment, modification, or supplement is not permitted under Section 15.1, 15.2, or 15.3 of this Attachment 1, it is void.

ARTICLE 16: [RESERVED]

ARTICLE 17: [RESERVED]

ARTICLE 18: LABOR AND WORK

18.1 Labor and Work

The Recipient will document its consideration of job quality and labor standards related to the Project in Article 9 of Attachment 2 of this Agreement.

ARTICLE 19: CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

19.1 Critical Infrastructure Security and Resilience

(a) Consistent with the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021) and the National Security Memorandum on Critical Infrastructure Security and Resilience (April 30, 2024), the Recipient will consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in Section 1.3 of Attachment 2 of this Agreement is “Elevated,” then not later than two years after the date of this Agreement the Recipient will submit to FRA a report that:

- (1) identifies a cybersecurity point of contact for the transportation infrastructure being improved in the Project;
- (2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
- (3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;
- (4) documents the results of a self-assessment of the Recipient’s cybersecurity posture and capabilities; and
- (5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 20: FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

20.1 Uniform Administrative Requirements for Federal Awards

The Recipient will comply, and will ensure that other entities receiving funding under this agreement will comply, with the obligations on non-Federal entities under 2 CFR parts 200 and 1201, regardless of whether the Recipient or other entity receiving funding under this agreement is a Non-Federal entity as defined in 2 CFR § 200.1, except that subpart F of part 200 does not apply if the Recipient or Subrecipient is a for-profit entity.

20.2 Federal Law and Public Policy Requirements

(a) The Recipient will ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) Pursuant to Section 3(b)(iv)(A) of Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c) Pursuant to Section 3(b)(iv)(B) of Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

(d) The failure of this Agreement to expressly identify Federal law applicable to the Recipient or activities under this Agreement does not make that law inapplicable.

20.3 Federal Freedom of Information Act

(a) FRA is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552.

(b) The Recipient acknowledges that the Application and materials submitted to FRA by the Recipient related to this Agreement will become FRA records that may be subject to public release under 5 U.S.C. § 552. If the Recipient submits any materials to FRA related to this Agreement that the Recipient considers to include trade secret or confidential commercial or financial information, the Recipient should note that the submission contains confidential business information, mark each affected page, and highlight or otherwise denote the portions of the submission that contain confidential business information.

20.4 History of Performance

Under 2 CFR § 200.206, any Federal awarding agency may consider the Recipient's performance under this Agreement, when assessing the risks of making a future Federal financial assistance award to the Recipient.

20.5 Whistleblower Protection

(a) The Recipient acknowledges that it is a "Recipient" within the scope of 41 U.S.C. § 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related to this award.

(b) The Recipient will inform its employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

20.6 External Award Terms and Obligations

(a) In addition to this document and the contents described in Article 25 of this Attachment 1, this Agreement includes the following additional terms as integral parts:

- (1) Appendix A to 2 CFR part 25: System for Award Management and Universal Identifier Requirements;
- (2) Appendix A to 2 CFR part 170: Reporting Subawards and Executive Compensation;
- (3) 2 CFR part 175: Award Term for Trafficking in Persons; and
- (4) Appendix XII to 2 CFR part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient will comply with:

- (1) 49 CFR part 20: New Restrictions on Lobbying;
- (2) 49 CFR part 21: Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, including any amendments thereto;
- (3) 49 CFR part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 CFR part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

20.7 Incorporated Certifications

The Recipient makes the representations in the following certifications, which are incorporated by reference:

- (a) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 21: ASSIGNMENT

21.1 Assignment Prohibited

The Recipient will not transfer to any other entity any discretion granted under this Agreement, any right to satisfy a condition under this Agreement, any remedy under this Agreement, or any obligation imposed under this Agreement.

ARTICLE 22: WAIVER

22.1 Waivers

- (a) A waiver of a term of this Agreement authorized by law and granted by FRA will not be effective unless it is in writing and signed by an authorized representative of FRA.
- (b) A waiver of a term of this Agreement granted by FRA on one occasion will not operate as a waiver on other occasions.

(c) If FRA fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 23: ADDITIONAL TERMS AND CONDITIONS

23.1 Disclaimer of Federal Liability

FRA will not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

23.2 Environmental Review

(a) Except as authorized by law or under 23 CFR § 771.113(d)(4), the Recipient will not begin final design activities; acquire real property, construction materials, or equipment, including rolling stock; begin construction; or take other actions that would have an adverse environmental impact or limit the choice of reasonable alternatives for the Project unless and until FRA complies with the National Environmental Policy Act, 42 U.S.C. § 4321 et seq. (NEPA), and any other applicable environmental laws and regulations. In addition, the Recipient will not begin project development that involves ground disturbing activity prior to FRA compliance with NEPA and any other applicable environmental laws and regulations.

(b) The Recipient acknowledges that:

(1) FRA's actions under Section 23.2(a) of this Attachment 1 may depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to FRA; and

(2) applicable environmental statutes and regulations may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(c) Consistent with 23 CFR § 771.105(a), to the maximum extent practicable and consistent with Federal law, the Recipient will coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in Article 4 of Attachment 2 of this Agreement and other information described in this Agreement may inform environmental decision-making processes, but the parties do not intend this Agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with Article 4 of Attachment 2 of this Agreement or other information in this Agreement, then FRA will either:

(1) amend this Agreement under Section 15.1 of this Attachment 1 for consistency with the selected build alternative; or

(2) if FRA determines that the condition at Section 10.1(a)(5) of this Attachment 1 is satisfied, terminate this Agreement under Section 10.1(a)(5) of this Attachment 1; or

(3) take other action as deemed appropriate by FRA.

(g) The Recipient will complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Article 4 of Attachment 2 of this Agreement identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

23.3 Project Maintenance Requirement

The Recipient will ensure that any property and equipment funded within this Agreement is operated and maintained in good operating order and in accordance with 2 CFR §§ 200.310–200.316, 1201.313 and any guidelines, directives, or regulations that FRA may issue.

23.4 Appropriations Act Requirements

The Recipient will comply with applicable requirements of the appropriations act identified in Section 6.3 of Attachment 2 of this Agreement.

23.5 Standards of Conduct

The Recipient will comply with the following standards of conduct:

(a) Standards of Conduct. The Recipient will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal contribution provided through this Agreement. The code or standards will provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential Subrecipients or contractors. The Recipient may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by Subrecipients or their agents.

(b) Personal Conflict of Interest. The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by the Federal contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

(c) Organizational Conflicts of Interest. The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

(d) Existing Codes or Standards. This Section does not require the Recipient to implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the required elements.

(e) Disclosure of Conflicts. The Recipient will disclose in writing any potential conflict of interest to FRA or pass-through entity.

23.6 Changed Conditions of Performance

The Recipient will notify FRA of any event that may affect its ability to perform the Project in accordance with the terms of this Agreement.

23.7 Litigation

The Recipient will notify FRA in writing of any decision pertaining to the Recipient's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. The Recipient will inform FRA in writing before naming FRA as a party to any type of litigation for any reason in any forum.

23.8 [Reserved]

23.9 Equipment and Supplies

The Recipient will maintain written policies and procedures that address acquisition, classification, and management of all equipment and supplies acquired or used under this award.

23.10 Safety and Technology Data

The Recipient will ensure that FRA has access to safety and technology relevant data generated by the Recipient under the award, in a machine-readable format, where specified in Article 4 of Attachment 2 of this Agreement.

23.11 Intellectual Property

The Recipient agrees to the standard patent rights clauses issued by the Department of Commerce at 37 CFR part 401, as applicable.

23.12 Liquidation of Recipient Obligations

(a) The Recipient will liquidate all obligations of award funds under this Agreement not later than 120 days after the end of the Period of Performance.

(b) Liquidation of obligations and adjustment of costs under this Agreement follow the requirements of 2 CFR §§ 200.344–200.346.

ARTICLE 24: CONSTRUCTION AND DEFINITIONS

24.1 Agreement

This Agreement consists of the following:

- (a) Agreement Cover Sheet
- (b) Attachment 1: General Terms and Conditions
- (c) Attachment 2: Project-Specific Terms and Conditions
- (d) Exhibit A: Applicable Federal Laws and Regulations
- (e) Exhibit B: Additional Standard Terms
- (f) Exhibit C: Quarterly Project Progress Reports and Recertifications

24.2 Construction

- (a) In these General Terms and Conditions, there are no references to articles or sections in project-specific portions of this Agreement that are not contained in Attachments or Exhibits listed in Section 24.1.
- (b) If a provision in these General Terms and Conditions or the Exhibits conflicts with a provision in the Project-Specific Terms and Conditions in Attachment 2 of this Agreement, then the relevant portion in Attachment 2 prevails. If a provision in the Exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

24.3 Integration

This Agreement constitutes the entire agreement of the parties relating to the Project and supersedes any previous agreements, oral or written, relating to the Project.

24.4 Definitions

This Section defines terms used in this Agreement. Additional definitions found in 2 CFR § 200.1 are incorporated by reference into this Agreement.

“Agreement Federal Funds” means the total amount of Federal funds obligated under this Agreement. This is the amount shown in Section 6.1 of Attachment 2 of this Agreement.

“Application” means the application identified in Article 3 of Attachment 2 of this Agreement, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

“Construction Substantial Completion” means the stage of the Project when all construction tasks are complete such that the Recipient can use the Project for its intended use and only closeout activities remain. Activity to address or complete closeout activities will not prevent or disrupt use of the Project.

“Contingent Commitment” means the unobligated amounts of future available budget authority specified in law that FRA commits to obligate under the terms of this Agreement.

“Federal Share” means the sum of Agreement Federal Funds and Other Federal Funds. If there are no Other Federal Funds, the Federal Share is the same as the Agreement Federal Funds.

“General Terms and Conditions” means this Attachment 1.

“Other Federal Funds” means Federal funds that are part of the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement for the Project but are not obligated under this Agreement.

“Project” means the project proposed in the Application, as modified by the negotiated provisions of this Agreement, including Attachment 2 of this Agreement.

“Project Closeout” means the date that FRA notifies the Recipient that the award is closed out. Under 2 CFR § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

“Project Cost Savings” means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA’s satisfaction, the actual Project costs are less than the estimated total Project costs.

“Rural Area” means any area that is not within an area designated as an urbanized area by the Bureau of the Census.

24.5 Calendar Dates

Unless otherwise specified, all dates and durations are in calendar days, calendar quarters, or calendar years, as appropriate.

24.6 Communication in Writing

Unless otherwise specified, all written communication may be provided by electronic mail.

24.7 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this Agreement is not affected or impaired by such finding. A provision held to be unenforceable as applied to any party or circumstance remains applicable to other parties and circumstances.

ARTICLE 25: AGREEMENT EXECUTION AND EFFECTIVE DATE

25.1 Counterparts

This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

25.2 Effective Date

The agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it.

ARTICLE 26: PROGRAM-SPECIFIC CLAUSES

26.1 Interstate Rail Compacts Grant Program

The Recipient agrees to comply with the clauses in Section 26.1 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.1 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Non-Federal Match. The Recipient will provide a Non-Federal match of not less than 50 percent of the eligible expenses under the grant.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1, the Recipient will comply with the following clauses, as applicable:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.1 of this Attachment 1, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.1(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Operator Limitation. Recipient's eligible expenses must be related to intercity passenger rail service to be operated by Amtrak.

(i) Reporting. As requested by FRA, the Recipient will report on:

- (1) the status of the planning efforts and coordination funded by the grant award;
- (2) plans for continued implementation of the interstate rail compact;
- (3) the status of, and data regarding, any new, restored, or enhanced rail services initiated under the interstate rail compact; and
- (4) other data and information as requested by FRA.

26.2 Railroad Crossing Elimination Program Clauses

The Recipient agrees to comply with the clauses in Section 26.2 of this Attachment 1.

Consistent with 49 U.S.C. §§ 22905(e) & 22909(j), clauses (b), (c), (d), and (g) of Section 26.2 of this Agreement 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law. In addition, clause (f) does not apply to: 1) the Alaska Railroad or its contractors; or 2) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

- (1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, “infrastructure project” has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.2(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Impacted Rail Carrier or Real Property Owner Approvals. In accordance with 49 U.S.C. § 22909(e)(2)(A), prior to proceeding with the construction of the Project funded by this Agreement, if applicable, Recipient will obtain necessary approvals to commence construction from any impacted rail carriers or real property owners. If the Project is a planning project, as described in 49 U.S.C. § 22909(d)(6), the Recipient agrees to work collaboratively with rail carriers and right-of-way owners.

(f) Labor Protective Arrangements

(1) Notwithstanding 49 U.S.C. § 22905(e)(1), and in accordance with 49 U.S.C. § 22909(j)(3), any employee covered by the Railway Labor Act (45 U.S.C. § 151 et seq.) and the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.) who is adversely affected by actions taken in connection with the project financed in whole or in part by such grant shall be covered by employee protective arrangements required to be established under 49 U.S.C. § 22905(c)(2)(B). In accordance with 49 U.S.C. § 22905(c)(2)(B), the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404, as such protective arrangements are described in the final FRA guidance titled Equivalent Protections for Railroad Employees and effective December 28, 2022, included herein in Exhibit B.

(2) In accordance with 49 U.S.C. § 22909(j)(3), Recipient, and any successors, assigns, and contractors of Recipient:

- i. shall be bound by the employee protective arrangements required under subparagraph (1); and
- ii. shall be responsible for the implementation of such arrangements and for the obligations under such arrangements, but may arrange for another entity to take initial responsibility for compliance with the conditions of such arrangement.

(3) Labor protections required pursuant to Subsection (f) of Section 26.2 of this Attachment 1 shall be documented consistent with Article 18 of this Attachment 1.

(g) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(h) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.3 Consolidated Rail Infrastructure and Safety Improvements Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.3 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.3 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49

U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes:

compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.3(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.4 Restoration and Enhancement Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.4 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.4 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right-of-way and facilities under current law.

(a) Maximum Funding Limitation. A grant authorized by 49 U.S.C. § 22908 may not exceed:

- (1) 90 percent of the projected net operating costs for the first year of service;
- (2) 80 percent of the projected net operating costs for the second year of service;
- (3) 70 percent of the projected net operating costs for the third year of service;
- (4) 60 percent of the projected net operating costs for the fourth year of service;
- (5) 50 percent of the projected net operating costs for the fifth year of service;
- and
- (6) 30 percent of the projected net operating costs for the sixth year of service.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.4 of this Attachment 1, “infrastructure project” has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the

Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.4(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Route Reporting. The Recipient will provide similar information regarding the route performance, financial, and ridership projections, and capital and business plans that Amtrak is required to provide, and such other data and information as is required by Article 4 of Attachment 2 of this Agreement.

(i) Termination. In addition to the terms of this Attachment 1, FRA may terminate this Agreement upon the cessation of service, or the violation of any other term of this Agreement.

26.5 Federal-State Partnership for Intercity Passenger Rail and Federal-State Partnership for State of Good Repair Clauses

The Recipient agrees to comply with the clauses in Section 26.5 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.5 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. §

10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.5(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

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(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Northeast Corridor Cost Allocation. For projects located on the Northeast Corridor, as that term is defined in 49 U.S.C. § 24911(a)(4), Amtrak and the public authorities providing commuter rail passenger transportation at the Project location on the Northeast Corridor must remain in compliance with 49 U.S.C. § 24905(c)(2).

(i) Interest and Financing Costs. Pursuant to 49 U.S.C. § 24911(g)(2), interest and other financing costs of efficiently carrying out a part of the Project within a reasonable time are a cost of carrying out the Project under a Phased Funding Agreement, except that eligible costs may not be more than the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing. The Recipient will certify to FRA's satisfaction that the Recipient has shown reasonable diligence in seeking the most favorable financing terms.

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Attachment 2

PROJECT-SPECIFIC
TERMS AND CONDITIONS

Project-Specific Terms and Conditions

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ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the City of Anoka (the Recipient).

1.2 Project and Purpose

The purpose of this award is to fund a Railroad Crossing Elimination Program grant for the Trunk Highway 47 Corridor and BNSF Railroad Grade Separation Project (the Project), as described in Article 4 of this Attachment 2, to help achieve the goals identified in the Notice of Funding Opportunity for the Fy 2023-FY 2024 Railroad Crossing Elimination Program, 89 Fed. Reg. 56788, July 10, 2024 that solicited applications for Federal financial assistance. FRA and the Recipient will accomplish that purpose by timely completing the Project and ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Application.

1.3 Program Designations

- (a) Research and Development. This award is not for research and development.
- (b) Project Size. This award is for a non-Major Project as that term is defined in FRA Guidance on Development and Implementation of Railroad Capital Projects, July 18, 2025 (Railroad Capital Projects Guidance).
- (c) Phased Funding. This award is not a phased funding agreement as further discussed in Section 6.7 of this Attachment 2.
- (d) Grant or Cooperative Agreement. This award is made as a Grant Agreement.
- (e) Security Risk. This award is for a Project that has a low security risk.
- (f) Rural Area. The information the Recipient provided to FRA, including in the Application, demonstrates this award is for a Project in a Rural Area.

ARTICLE 2: SPECIAL TERMS AND CONDITIONS

There are no special terms for this award.

ARTICLE 3: ADMINISTRATIVE INFORMATION

3.1 Application

Application Title: Trunk Highway 47 Corridor and BNSF Railroad Grade Separation Project

Application Date: 09/23/2024

3.2 FRA Awarding Official

FRA Office of Railroad Development
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
FRA-Grants@dot.gov

3.3 Federal Award Date

The “Federal Award Date” is the effective date of this Agreement, as defined under Section 25.2 of Attachment 1 of this Agreement.

3.4 Program Name and Assistance Listings Number

For the FY 2023-2024 Railroad Crossing Elimination program, the Assistance Listings Number is 20.327 and the Assistance Listings Title is Railroad Crossing Elimination.

3.5 Recipient’s Unique Entity Identifier

The Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. § 25.415, is listed in Section 1B on the Agreement cover sheet.

3.6 Federal Award Identification Number

The Federal Award Identification Number is listed in Section 2 on the Agreement cover sheet as the “Agreement Number.”

ARTICLE 4: STATEMENT OF WORK

4.1 General Project Description

The proposed project was selected for Project Planning and Project Development and includes activities to support grade crossing-related improvements on BNSF-owned infrastructure in the City of Anoka, Minnesota. The project aligns with the selection criteria by improving the mobility of people and goods and access to communities, as the project will eliminate conflict between high volumes of roadway traffic and 75 mph trains, improve the efficiency of Amtrak’s Empire Builder and Metro Transit’s North Start Commuter Rail and more easily connect residents to attractions and regional destinations, such as the Anoka County Fairgrounds; Wild, Scenic, & Recreational Rum River; and Anoka Nature Preserve. The City of Anoka will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Rural Areas and \$2,187,500 of this project funding amount qualifies for the statutory set aside for Planning projects.

4.2 Project Location

The project area is located in the northern portion of the Minneapolis-St. Paul metropolitan area—a census-designated urban area with a population greater than 200,000, according to the 2020 Census. The TH 47 BNSF railroad crossing is located at 45.209673, -93.390232. The project area along the TH 47

corridor is located between Pleasant Street (45.206652, -93.389691) and Bunker Lake Boulevard (45.224799, -93.396958).

The entirety of the project area is located in the City of Anoka, Minnesota with a population of approximately 18,000 residents. The crossing and project area is surrounded by a mix of residential, commercial, industrial, institutional, open space and park land uses.



Figure 1: Project Location Map

TH 47, known locally as Ferry Street & St. Francis Boulevard, is an urban minor arterial that carries approximately 18,300 vehicles and 450 heavy trucks each day between the northern suburbs and rural cities to the north, and U.S. Highway 10 and downtown Anoka. The project area includes a 1.3-mile section of TH 47 located between Pleasant Street (CSAH 30) just north of U.S. Highway 10/169 and Bunker Lake Boulevard (CSAH 116). The BNSF railroad crosses TH 47 at the south end of the project area.

4.3 Project Scope

The Recipient will notify FRA in writing of any requested changes in Project Scope and will not proceed with the changed scope unless approved by FRA in writing. If approved, changes to Project Scope may require additional environmental review or an amendment to this Agreement.

Task 1: Project Administration and Management

Subtask 1.1: Project Administration

The Recipient will perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- BNSF
- Minnesota Department of Transportation
- Anoka County
- Amtrak
- Metro Transit
- FRA

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- participate in a Project kickoff meeting with FRA following award;
- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

The Recipient will demonstrate to FRA that it is carrying out the project benefits in the most cost-efficient manner.

Subtask 1.2: Project Management Plan

The Recipient will prepare a Project Management Plan (PMP), that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 5.2 of this Attachment 2, but provide a greater level of detail. Similarly, the Project Budget should be consistent with the Approved Project Budget in Section 6.5 of this Attachment 2, but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP. The Recipient will not begin work on subsequent tasks until FRA has provided written approval of the PMP, unless FRA has provided pre-award authority for such work under Section 6.6 of this Attachment 2. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Article 5 of Attachment 1 of this Agreement without amending this Agreement.

Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient’s achievements with respect to the Project objectives and milestones.

Task 1 Deliverables:

Deliverable ID	Subtask	Deliverable Name
1.1	1.2	Project Management Plan
1.2	1.3	Final Performance Report

Task 2: Project Planning

The Recipient will not commence work on Task 2: Project Planning until FRA has approved the PMP deliverable described in Task 1: Project Administration and Management and provided written notification to proceed with Project Planning.

The Recipient will conduct technical analysis, stakeholder outreach, and other project planning activities, and prepare a Project Planning Package as detailed in the PMP. The Project Planning Package will be consistent with the objectives of the Project Planning Lifecycle Stage identified in the FRA Guidance on Development and Implementation of Railroad Capital Projects (July 18, 2025). The Project Planning Package will include all information described in the PMP. FRA will review the Planning Package for acceptance. Information and activities necessary to perform and complete the required Project Planning Package will be included in the approved PMP.

Task 2 Deliverables:

Deliverable ID	Deliverable Name
2	Project Planning Package

Task 3: Environmental Review

The Recipient will not commence work on Task 3: Environmental Review until FRA has approved the PMP deliverable described in Task 1: Project Administration and Management, accepted the Project Planning Package described in Task 2: Project Planning, and provided written notification to proceed.

The Recipient will prepare all required documentation to comply with applicable environmental laws, including but not limited to the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act, Section 4(f) of the US DOT Act, and Section 7 of the Endangered Species Act, as well as applicable implementing regulations and guidance. The Recipient will provide FRA with sufficient information to determine the NEPA Class of Action and will prepare the environmental documentation as detailed in the PMP. The PMP will identify information and activities necessary to perform and complete the required environmental review.

Task 3 Deliverables:

Deliverable ID	Deliverable Name
3	Final NEPA Documentation

Task 4: Preliminary Engineering

The Recipient will not commence work on Task 4: Preliminary Engineering until FRA has approved the PMP deliverable described in Task 1: Project Administration and Management, accepted the Project Planning Package described in Task 2: Project Planning, and provided written notification to proceed.

The Recipient will complete and submit a preliminary engineering (PE) design set to FRA for acceptance, as specified in the PMP. The PE design set includes engineering from concept through the 30% design level, as detailed in the PMP, which includes but is not limited to necessary field surveys, operational analysis, legal due diligence, and preparation of drawings and cost estimates. The PE Design Set will include all design development and Project delivery documentation, along with eligible and allowable cost estimates, with associated project milestone timelines necessary to demonstrate the effectiveness, feasibility, and readiness of the Project for final design and construction.

Task 4 Deliverables:

Deliverable ID	Deliverable Name
4	PE Design Set

4.4 Implement Required Environmental Commitments

None.

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE

5.1 Award Dates

Budget Period End Date: 1/31/2029

Period of Performance End Date: 1/31/2029

5.2 Estimated Project Schedule

Milestones associated with this Agreement are identified in Table 5-A: Estimated Project Schedule. The Recipient will complete these milestones to FRA’s satisfaction by the Schedule Date, subject to Article 5 of Attachment 1 of this Agreement. The Recipient will notify FRA in writing when it believes it has achieved the milestone.

Table 5-A: Estimated Project Schedule

Milestone	Schedule Date
Project Management Plan Completion	120 days after obligation
Project Planning Package	12/31/2026
Final NEPA Documentation	12/31/2028
PE Design Set	12/31/2028

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

6.1 Award Amount

Agreement Federal Funds: \$2,500,000.

6.2 Federal Obligation Information

Federal Obligation Type: Single

6.3 Federal Authorization and Funding Source.

Authorizing Statute: Sections 22104 and 22305 of the Infrastructure Investment and Jobs Act, Public Law 117-58 (November 15, 2021); 49 U.S.C. 22909

Appropriation: Infrastructure Investment and Jobs Act, Division J, Title VIII (Public Law 117-58 (November 15, 2021))

6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until expended.

6.5 Approved Project Budget

The estimated total Project cost under this Agreement is \$3,125,000.

FRA will contribute a maximum of 20 percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2. FRA will fund the Project at the lesser amount of the Agreement Federal Funds or the FRA maximum contribution percentage of total Project costs.

The Recipient will contribute \$625,000 in Agreement Non-Federal Funds. Recipient's Agreement Non-Federal Funds are comprised of cash contributions.

The Recipient will complete the Project to FRA's satisfaction within the Approved Project Budget, subject to Article 5 of Attachment 1 of this Agreement.

Table 6-A: Approved Project Budget by Task

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	Total
1	Project Administration and Management	\$400,000	\$100,000	\$500,000
2	Project Planning	\$600,000	\$150,000	\$750,000
3	Environmental Review	\$400,000	\$100,000	\$500,000
4	Preliminary Engineering	\$1,100,000	\$275,000	\$1,375,000
Total		\$2,500,000	\$625,000	Total Project Cost: \$3,125,000

Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
Federal Share	\$2,500,000	80%
Agreement Federal Funds	\$2,500,000	80%
FRA RCE	\$2,500,000	80%
Agreement Non-Federal Funds	\$625,000	20%
City of Anoka	\$291,323	9.3%
MnDOT IIJA Match	\$333,677	10.7%

6.6 Pre-Award Costs

None. Consistent with 2 C.F.R. part 200, costs incurred before the date of this Agreement are not allowable costs under this award. FRA will neither reimburse those costs under this award nor consider them as a non-Federal cost-sharing contribution to this award.

6.7 Phased Funding Agreement

Not applicable.

ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION

Table 7-A: Performance Measurement Table identifies the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess the Recipient’s progress in achieving grant program goals and objectives. The Recipient will report on these performance measures in accordance with the frequency and duration specified in Table 7-A.

Upon Project completion, the Recipient will submit reports comparing the actual Project performance of the new and or improved asset(s) against the pre-Project (baseline) performance and expected post-Project performance as described in Table 7-A. The Recipient will submit the performance measures report to the Project Manager in accordance with Table 7-A.

Table 7-A: Performance Measurement Table

Goal	Objective	Performance Measure	Description of Measure	Measurement	Reporting
<i>Eliminating Crossing(s) and/or making corridor-wide improvements</i>	To create a feasible plan to allow for safety improvements at one or multiple at grade crossings, which will reduce rail incidents.	Establish crossing safety improvement alternatives.	Prioritization or Preferred Option for crossing safety improvement(s).	Pre-Project (Baseline) Performance as of January 1, 2022: No existing plan for the Corridor	Frequency: One-Time
				Expected Post-Project Performance: Preferred Option for each crossing.	Duration: At Project Completion
<i>Completion of Preliminary Engineering and for highway rail grade crossing elimination</i>	Satisfactory Design Completion.	Satisfactory Completion of preliminary engineering documents and deliverables.	All deliverables required in Section 4.3 are successfully completed and accepted by FRA.	Pre-Project (Baseline) Performance as of March 2024: Not applicable since no document completed	Frequency: During period of performance
				Expected Post-Project Performance: Yes; documents/deliverables completed	Duration: One-Time

Completion of Environmental Review for a highway rail grade crossing elimination	Satisfactory completion of the NEPA environmental review process	Completion of NEPA documents/deliverables acceptable to FRA	All deliverables in Section 4.3 are successfully completed and accepted by FRA	Pre-Project (Baseline) Performance as of March 2024: Not applicable since no document completed	Frequency: During period of performance
				Expected Post-Project Performance: Yes; document/deliverables completed	Duration: One time

ARTICLE 8: ENVIRONMENTAL COMPLIANCE

In accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. § 4321 et seq.), other environmental statutes, related regulatory requirements, and FRA’s NEPA-implementing regulations (23 C.F.R. part 771), FRA has determined that the actions funded under this Agreement as described in this Attachment 2, Section 4.3, Tasks 1, 2, 3 and 4, are categorically excluded from detailed environmental review pursuant to 23 C.F.R. § 771.116 (c)(3). In accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108; 36 C.F.R. part 800), FRA has also determined that the actions funded under this Agreement have no potential to cause effects to historic properties. The actions do not require the use of property protected by Section 4(f) of the Department of Transportation Act (49 U.S.C. § 303; 23 C.F.R. part 774).

Categorical exclusion (CE) means a category of actions that a Federal agency has determined normally do not have a significant impact on the quality of the human environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). 42 U.S.C. § 4336e(1). In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 C.F.R. § 771.116 (a) and (b), FRA has further concluded that no unusual circumstances exist with respect to development of the activities funded under this grant that might trigger the need for a more detailed environmental review.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

ARTICLE 9: LABOR AND WORK

9.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards

This Section identifies the Recipient’s efforts to support good-paying jobs and strong labor standards related to the Project. The Recipient certifies that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. (Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. (Describe the training programs in the supporting narrative below.)
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. (Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. (Describe the partnership and workforce strategies in the supporting narrative below.)
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. (Describe those actions in the supporting narrative below.)
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described below. (Identify the relevant actions in the supporting narrative below.)
X	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

9.2 Supporting Narrative

N/A

###

COUNCIL MEMO

Agenda Item # 6.4

Meeting Date: February 17, 2026
Agenda Section: Consent Agenda
Item Description: Waiving Facility Charges for 2026 - 2028 for Designated Organizations
Submitted By: Nickie Jenks, Recreation Manager

CONSENT AGENDA

Consent agenda contains several separate items which are acted upon by the Council in one motion. Upon request, any Consent Agenda item may be removed, and if necessary, placed somewhere else on the agenda or on a future agenda for Council discussion & action.

BACKGROUND INFORMATION

In July 2022, Council approved changes to the City Hall Meeting Room Policy 2014-05 (initially adopted in 2004). The previous policy versions included a list of organizations exempted from paying reservation fees. Exemption from Charge as approved in the City Hall Community Room Reservation Policy 2022-03 is as follows:

IV. Exemptions from Charge.

Anoka 501(c)3 or 501(c)6 organizations affiliated with or serving the City of Anoka are eligible for fee waiver upon request. An organization requesting to be exempt from charges, must present the request in writing to the Assistant City Manager and be approved at a meeting of the City Council prior to making the reservation.

Fee waiver requests must be renewed every 3-years and is only applicable for the Community Room and/or Kitchenette. Organizations approved for fee exemption will be tracked in the city's reservation software program.

- *City Government meetings, voting & related activities*
- *Anoka Halloween (grandfathered)*

At the January 17, 2023 Regular Meeting of the Anoka City Council, Council agreed that additional requests for Fee Exemption could be brought forward on the consent agenda for approval.

Fee Waivers applications for 2026 - 2028

- *Boy Scouts of America Troop 518*
- *Rum River Art Center Inc.*

FINANCIAL IMPACT

Waiving fees for use of the City Hall Community Room and/or park facility reservation fees for the following organizations reduces potential revenues for facility use.

Documentation supporting the organization’s request for fee exemption is attached.

FEE EXEMPTION	FACILITY	NUMBER OF USES PER YEAR	RENTAL FEE WAIVED
Boy Scout Troop 518	City Hall Community Room	2-4 times per year	\$80 for 5hr block (CR) x4 Total: \$320 Annually
Rum River Art Center Inc.	Peninsula Point Park and others	10+ times per year (for classes) for up to 5 hours (This is typically week days during non-peak hours)	\$45/hour (PP) x 5 hrs= \$225 Total: \$2,250 Annually

REQUESTED COUNCIL ACTION

Approval of the Consent Agenda will mean approval of this agenda item.

The organizations included in this packet will be authorized to receive Fee Exemption status for the years of 2026, 2027 and 2028 for use of a City Park or Anoka City Hall Community Room for their meetings, picnics and events.



City Facility Fee Waiver Application

TO BE COMPLETED BY REQUESTOR

Organization/Entity	BSA Troop 518
Main Contact	Michael Walker
Mailing Address	1908 3rd Ave
City, State, Zip	Anoka, MN 55303
Phone Number	612-269-6081
Email Address	anokatroop518@gmail.com
Date of Submittal	2/10/2026

Are you requesting an exemption from charges? Yes No

Is your organization a 501c3 or 501c6? Yes No

Please attach documentation of this designation (if not, you are not eligible)

Explain why the reservation rental fee would be a hardship and/or why you are requesting fee's to be waived:

This is a non profit youth group chartered under the Anoka Mason's

Please describe how your organization benefits the community of Anoka:

The troop is engaged in the community through the Masons lodge and local churches. As a local Scouting America Troop we support youth in the community through enrichment and leadership skills with the goal of developing successful young adults that will become positive members of the Anoka and surrounding community for many years to come.

Which City of Anoka facilities are you requesting use of (at no charge):

- Community Room
- Park (please specify which park) _____
- Senior Center

What is the purpose of your reservation (meeting, free event for public, etc):

Meeting

How often will you be requesting use of City facilities for no fee? (once a month, twice a month, once annually, etc)

Not on a set schedule. Typically 2 to 4 times a year.

Will you be using city facilities for the delivery of revenue producing activities, fee based programs or for fund raising?

YES NO

If your reservation is for a locked facility, a damage/key deposit of \$200 is required. Please identify two people authorized to pick up the key and leave the deposit for your event.

#1 NAME	Michael Walker	
PHONE NUMBER	763-567-9477	
EMAIL ADDRESS	anokatroop518@gmail.com	
#2 NAME	Jennifer Grammer	
PHONE NUMBER	763-567-9477	
EMAIL ADDRESS	anokatroop518@gmail.com	

Date 2/10/2026

Signature 

Printed Name Michael Walker

NOTICE: It is the Requestor's responsibility to be familiar with the requirements and regulations as described in City Policy No. 2022-05, which is available upon request from City Hall. By signing this document, the Requestor acknowledges their understanding of, and agrees to abide by all regulations and requirements as listed in said policy.



City Facility Fee Waiver Application

TO BE COMPLETED BY REQUESTOR

Organization/Entity	
Main Contact	
Mailing Address	
City, State, Zip	
Phone Number	
Email Address	
Date of Submittal	

Are you requesting an exemption from charges? Yes No

Is your organization a 501c3 or 501c6? Yes No

Please attach documentation of this designation (if not, you are not eligible)

Explain why the reservation rental fee would be a hardship and/or why you are requesting fee's to be waived:

Please describe how your organization benefits the community of Anoka:

Which City of Anoka facilities are you requesting use of (at no charge):

Community Room

Park (please specify which park) _____

Senior Center

What is the purpose of your reservation (meeting, free event for public, etc):

How often will you be requesting use of City facilities for no fee? (once a month, twice a month, once annually, etc)

Will you be using city facilities for the delivery of revenue producing activities, fee based programs or for fund raising?

YES

NO

If your reservation is for a locked facility, a damage/key deposit of \$200 is required. Please identify two people authorized to pick up the key and leave the deposit for your event.

#1 NAME		
PHONE NUMBER		
EMAIL ADDRESS		
#2 NAME		
PHONE NUMBER		
EMAIL ADDRESS		

Date

Signature



Printed Name

NOTICE: It is the Requestor's responsibility to be familiar with the requirements and regulations as described in City Policy No. 2022-05, which is available upon request from City Hall. By signing this document, the Requestor acknowledges their understanding of, and agrees to abide by all regulations and requirements as listed in said policy.

COUNCIL MEMO

Agenda Item # 6.5

Meeting Date: February 17, 2026
Agenda Section: Consent Agenda
Item Description: LG240B Bingo Permit; Anoka Knights of Columbus 03/28/2026
Submitted By: Amy Oehlers, Assistant City Manager

CONSENT AGENDA

*Consent agenda contains several separate items which are acted upon by the Council in one motion.
Upon request, any Consent Agenda item may be removed, and if necessary, placed somewhere else
on the agenda or on a future agenda for Council discussion & action.*

BACKGROUND INFORMATION

An application has been submitted by Anoka Knights of Columbus for a Bingo event at Church of St. Stephen on 03.28.2026.

This is a State issued license but requires the approval of the municipality in which the event will take place.

Staff has reviewed the application and no concerns or objections have been expressed.

FINANCIAL IMPACT

The City does not charge a fee for our review.

REQUESTED COUNCIL ACTION

Approval of the Consent Agenda will mean approval of this agenda item.

COUNCIL MEMO

Agenda Item # 6.6

Meeting Date: February 17, 2026
Agenda Section: Consent Agenda
Item Description: Issuance of Lower-Potency Hemp Products (LPHE) Registration & Renewal Applications for Anoka Smokes LLC, 2010 2nd Ave.
Submitted By: Rachel Dodge, Office Assistant

CONSENT AGENDA

Consent agenda contains several separate items which are acted upon by the Council in one motion. Upon request, any Consent Agenda item may be removed, and if necessary, placed somewhere else on the agenda or on a future agenda for Council discussion & action.

BACKGROUND INFORMATION

This is a registration and renewal application for Lower-Potency Hemp Products (LPHE) that the city will be issuing. These applications were sent to all applicants who previously held a Cannabinoid Products License. This Lower-Potency Help Products (LPHE) Registration replaces that license.

Ahmed Hussein from Nowthen has submitted new Lower-Potency Hemp Products (LPHE) Registration Application, so that Anoka Smokes LLC can sell Cannabis Products to include:

- Gummies
- THC Beverages

Anoka Smokes LLC is located at 2010 2nd Ave, Anoka MN. Staff conducted the necessary background investigations and no concerns or objections have been expressed. A state license for this location has been issued by the (OCM) Office of Cannabis Management. This city registration will be issued after the meeting.

FINANCIAL IMPACT

Since this is both a new registration (for a new type of license) and renewal to replace the old license and why both fees have been paid.

\$250.00 Initial Registration Application Fee, plus
\$250.00 Annual Renewal Registration Application Fee.

REQUESTED COUNCIL ACTION

Approval of the Consent Agenda will mean approval of this agenda item.

COUNCIL MEMO

Agenda Item # 9.1

Meeting Date: February 17, 2026

Agenda Section: Ordinances & Resolutions

Item Description: ORD/Zoning Text Amendments to City Code Section 78-2 – Definitions; Adding Definition of “Historical Society” and City Code Section 78-239 – Low Density Residential District; Adding “Historical Societies When Located Within a Historically Significant Building or Structure, as Defined by City Code Section 38-2” as a Conditional Use. (1st Reading)

Submitted By: Clark Palmer, Senior City Planner

BACKGROUND INFORMATION

The Anoka County Historical Society (ACHS) is pursuing the purchase of the Ticknor House, located at 1625 3rd Avenue, with the intention of relocating some of their operations to the property, specifically their offices and research library. Built in 1867, the Ticknor House is listed on the National Register of Historic Places. The historic property is currently home to the Ticknor Hill Bed & Breakfast (B&B), which was established in 1996 following approval of a conditional use permit (CUP) from the City of Anoka. Since its establishment, the B&B has essentially operated as a home-based business, with the owners residing in the back half of the building and the front half functioning as the B&B. ACHS plans to continue to operate the B&B in addition to relocating some of their operations to the property. The existing CUP, which allows for the B&B to operate in the R-1 Low Density Residential District, will need to be amended to reflect the new use of property. But before the CUP can be amended, the zoning district regulations need to be amended to allow ACHS to establish their use at the property. Consideration of the CUP amendment will be done following the 2nd reading of this amendment, anticipated for the City Council meeting on March 2nd.

The subject property is zoned R-1 Low Density Residential. Historical societies are not a listed use in the R-1 district regulations. To allow the use, the zoning code needs to be amended to allow the use in the R-1 district. Staff recommend adding the use as a conditional use, which means the city would have to approve a conditional use permit for ACHS to establish their use at the property.

Staff proposed the following changes:

1. Amend City Code Section 78-2 – Definitions, adding the following definition:

Historical Society means a non-profit organization dedicated to collecting, preserving, interpreting, and promoting the history of a specific place, group of people, or topic.

2. Amend City Code Section 78-239 (d) adding the following as a conditional use:

Historical societies when located within a historically significant building or structure, as defined by City Code Section 38-2.

Planning Commission

The Planning Commission reviewed the application and held a public hearing at their regular meeting on February 4, 2026. There were no public comments received concerning the proposed zoning text amendments.

The Planning Commission discussed whether the proposed definition of “Historical society” was too broad, so they recommended amending the definition to more narrowly tailor it. They recommended the following change show in red:

Historical Society means a non-profit organization dedicated to collecting, preserving, interpreting, and promoting the history of ~~a specific place, group of people, or topic~~ Anoka County.

Concerning the amendment to the R-1 zoning district use regulations, the Planning Commission recommended approval of adding “Historical societies when located within a historically significant building or structure, as defined by City Code Section 38-2” as a conditional use with the R-1 zoning district.

The Planning Commission also discussed adding specific conditional use permit standards into the code that would apply to any historic society, as defined, that proposed locating within a R-1 zoning district. Again, the goal was to more narrowly tailor the amendment. The following specific conditional use permit standards are recommended to be added into City Code in addition to adding the use as a conditional use within the R-1 zoning district.

1. A minimum lot size of 1 acre
2. The property shall be listed on the National Register of Historic Places and maintain its status.
3. City adopted noise regulations shall be met at all times
4. There shall be no on-street parking of vehicles associated with the use unless approved by the City Council.
5. Outdoor events and activities shall be prohibited unless approved by the City Council.

Heritage Preservation Commission

A formal review and recommendation by the HPC is not required by Minnesota law or City Code. However, due to the nature of the proposed changes and subject property, city staff thought it was important to provide the HPC a courtesy review and recommendation. The HPC reviewed the application at their regular meeting held on February 10, 2026. The HPC supports the zoning text amendments but recommends one change to the definition of “Historical society,” as shown below in green:

Historical Society means a non-profit organization dedicated to collecting, preserving, interpreting, and promoting the history of ~~a specific place, group of people, or topic~~ Anoka County or the City of Anoka.

The HPC took the following action:

Motion to recommend approval of zoning text amendments:

1. Amendment to City Code Section 78-2 – Definitions, Adding Definition of “Historical Society”
2. Amendment to City Code Section 78-239 – Low Density Residential, Adding “Historical societies when located within a historically significant building or structure, as defined by City Code Section 38-2” as a conditional use in the R-1 district.

FINANCIAL IMPACT

N/A

REQUESTED COUNCIL ACTION

Motion to introduce and hold the first reading of the ordinance

REQUIRED VOTE

Majority vote of the City Council



2015 First Avenue, Anoka MN 55303
Phone: (763) 576-2700 Website: www.anokaminnesota.com

**CITY OF ANOKA, MINNESOTA
ORDINANCE**

ORD-2026-XXXX

**AN ORDINANCE APPROVING A ZONING TEXT AMENDMENT TO CITY CODE
SECTIONS 78-2 AND 78-239; ESTABLISHING USE REGULATIONS FOR
HISTORICAL SOCIETIES LOCATED IN THE R-1 LOW DENSITY RESIDENTIAL
DISTRICT**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

- Section 1. Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, and upon a review conducted by City staff, City Code Chapter 78 – Zoning, Sections 78-2 – Definitions and 78-239 – R-1 Low Density Residential District, are hereby amended by an affirmative vote of a majority of the Anoka City Councilmembers present, to read with stricken text deleted and underlined, italicized text inserted into existing code.

- Section 2. This Ordinance shall be in full force and effective upon passage and seven (7) days after publication.

ATTEST:

Erik Skogquist, Mayor

Introduced: _____
 Adopted: _____
 Published: _____
 Effective: _____

Amy Oehlers, City Clerk

	Aye	Nay	Abstain	Absent
Skogquist	_____	_____	_____	_____
Campbell	_____	_____	_____	_____
Rostad	_____	_____	_____	_____
Scott	_____	_____	_____	_____
Weaver	_____	_____	_____	_____

Sec. 78-2 – Definitions

Historical Society means a non-profit organization dedicated to collecting, preserving, interpreting, and promoting the history of a specific place, group of people, or topic.

Sec. 78-239 – R-1 Low Density Residential District

(d) Conditional uses.

(13) Historical societies when located within a historically significant building or structure, as defined by City Code Section 38-2.

~~(13)~~(14) Other uses similar to those permitted by this section, as determined by the city.

~~(g)~~ Specific conditional use permit standards. The standards in this subsection apply to the uses listed in this subsection and listed as conditional uses within the R-1 district and shall apply in addition to the general criteria for granting conditional use permits.

~~(1)~~ Historical societies when located within a historically significant building or structure, as defined by City Code Section 38-2.

a. A minimum lot size of 1 acre

b. The property shall be listed on the National Register of Historic Places and maintain its status.

c. City adopted noise regulations shall be met at all times

d. There shall be no on-street parking of vehicles associated with the use unless approved by the City Council.

e. Outdoor events and activities shall be prohibited unless approved by the City Council.

~~(g)~~(h) *Lot area requirements.*

~~(h)~~(i) *Front, side, and rear yard requirements.*

~~(i)~~(j) *Maximum building height.*

~~(j)~~(k) *Special regulations.*

STAFF REPORT

Application A2026-001
Zoning Text Amendment

Amending City Code Sections 78-2 – Definitions and 78-239 – Low Density Residential Adding Definition of “Historical Society” and Adding “Historical societies when located within a historically significant building or structure, as defined by City Code Section 38-2” as a Conditional Use in the R-1 District.

BACKGROUND

The Anoka County Historical Society (ACHS) is pursuing the purchase of the Ticknor House, located at 1625 3rd Avenue, with the intention of relocating some of its operations to the historic property, specifically its offices and research library. Built in 1867, the Ticknor House is listed on the National Register of Historic Places. Because of this listing, the Ticknor House is defined by City Code Section 38-2 as a “Historically significant building or structure.” The property is currently home to the Ticknor Hill Bed & Breakfast (B&B), which was established in 1996 following approval of a conditional use permit (CUP) from the City of Anoka. Since its establishment, the B&B has essentially operated as a home-based business, with the owners residing in the back half of the building and the front half functioning as the B&B. ACHS plans to continue to operate the B&B in addition to relocating some of its operations to the property.

The subject property is zoned R-1 Low Density Residential. Historical societies are not a listed use in the R-1 district regulations. To allow the use, the zoning code needs to be amended. Staff are proposing the following changes:

1. Amend City Code Section 78-2 – Definitions, adding the following definition:

Historical Society means a non-profit organization dedicated to collecting, preserving, interpreting, and promoting the history of a specific place, group of people, or topic.

2. Amend City Code Section 78-239 (d) adding the following as a conditional use:

Historical societies when located within a historically significant building or structure, as defined by City Code Section 38-2.

REQUESTED ACTION

- Recommend approval.
- Recommend denial.
- Postpone taking action.

Sec. 78-2 – Definitions

Historical Society means a non-profit organization dedicated to collecting, preserving, interpreting, and promoting the history of a specific place, group of people, or topic.

Sec. 78-239 – R-1 Low Density Residential District

(d) Conditional uses.

(13) *Historical societies when located within a historically significant building or structure, as defined by City Code Section 38-2.*

~~(13)~~(14) Other uses similar to those permitted by this section, as determined by the city.

STAFF REPORT

Application A2026-002
Conditional Use Permit Amendment for Ticknor Hill B&B and Anoka County Historical
Society; 1625 3rd Ave

BACKGROUND

The Anoka County Historical Society (ACHS) is pursuing the purchase of the Ticknor House, located at 1625 3rd Avenue, with the intention of relocating some of its operations to the historic property, specifically its offices and research library. Built in 1867, the Ticknor House is listed on the National Register of Historic Places. The property is currently home to the Ticknor Hill Bed & Breakfast (B&B), which was established in 1996 following approval of a conditional use permit (CUP) from the City of Anoka. Since its establishment, the B&B has essentially operated as a home-based business, with the owners residing in the back half of the building and the front half functioning as the B&B. ACHS plans to continue to operate the B&B in addition to relocating some of its operations to the property.

The subject property is zoned R-1 Low Density Residential. To allow the proposed use, the existing CUP (A1996-34) must be amended to reflect the updated operations. The B&B will no longer function as a home-based business, and the portion of the building currently used as a private residence will be converted into offices and a research library. ACHS does not plan to establish any exhibits or displays at the property.

The current CUP allows operation of the B&B with the following conditions:

1. The site shall not be used for any commercial events other than the bed and breakfast.
2. Any state of county licenses must be obtained and a copy of each must be submitted to the city.
3. Any directional signage shall be limited to one square foot in size.
4. Name identification signage shall comply with the R-1 residential standards.
5. The bed and breakfast facility will be limited to four guest bedrooms
6. The facility must be inspected and approved by the Fire Marshal before the bed and breakfast facility opens.

Attached to the report is a written narrative and site plan prepared by ACHS. ACHS is not proposing to expand the B&B or make any exterior alterations to the structure, with exception of a new ADA ramp near the side/rear (southwest) entrance. One of the primary changes being proposed is the introduction of outdoor events and activities, with details provided in the applicant's narrative. For regular parking needs, ACHS plans to utilize existing parking areas around the building and the detaching garage, providing approximately 5-6 spaces. For larger events, temporary parking would be accommodated along the private driveway or on Jefferson St and Third Ave.

Conditional Use Permit Criteria

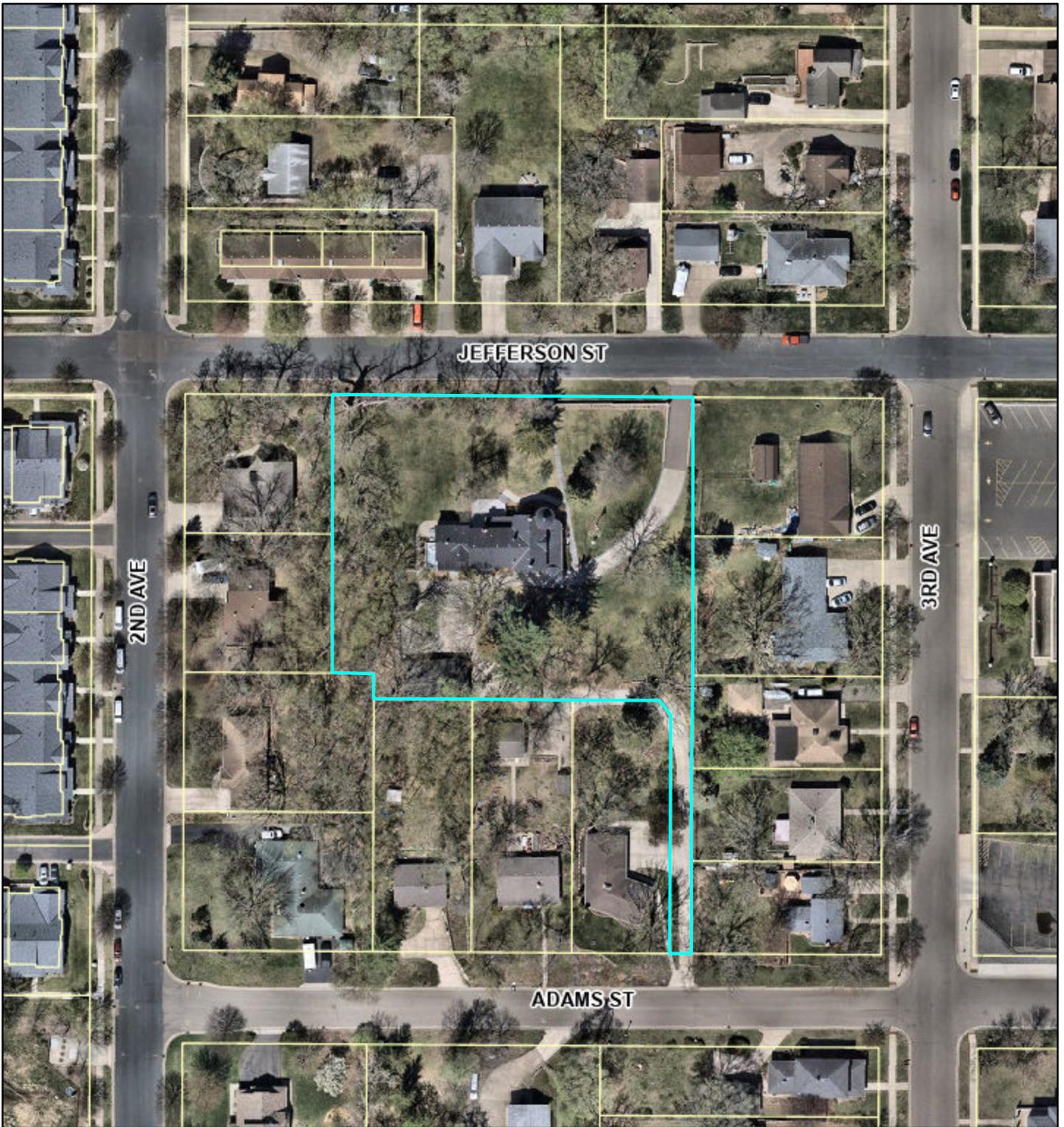
For this application, staff reviewed the proposal against specific criteria set forth in City Code for conditional use permit applications. City Code requires the Planning Commission to consider to what extent the Applicant's plan minimizes possible adverse effects of the proposed conditional use, what modifications to the plan and what conditions of approval could further minimize the adverse effects of the proposed use. The following development standards are general requirements for all conditional use permits:

1. The land area and setback requirements of the property containing such a use or activity meet the minimum standards established for the district.
2. When abutting a residential use, the property shall be screened and landscaped.
3. Where applicable, all city, county, state and federal laws, regulations and ordinances shall be complied with and all necessary permits secured.
4. Signs shall not adversely impact adjoining or surrounding residential uses.
5. Adequate off-road parking and loading shall be provided. Such parking and loading shall be screened and landscaped from abutting residential uses.
6. The road servicing the use or activity must be of sufficient design to accommodate the proposed use or activity, and such use or activity shall not generate such additional extra traffic as to create a nuisance or hazard to existing traffic or surrounding land use.
7. All access roads, driveways, parking areas, and outside storage, service, or sales areas shall be surfaced or grassed to control dust and erosion.
8. All open and outdoor storage, sales and service areas shall be screened from view from public streets and from abutting residential uses or districts.
9. All lighting shall be designed to prevent any direct source of light being visible from adjacent residential areas or from the public streets.
10. The use or activity shall be properly drained to control surface water runoff.
11. The architectural appearance and functional plan of the building and site shall not be so dissimilar to the existing buildings or area as to cause impairment in property values of constitute a blighting influence
12. The proposed water, sewer and other utilities shall be capable of accommodating the proposed use.

REQUESTED ACTION

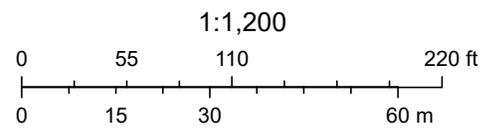
- Recommend approval.
- Recommend denial.
- Postpone taking action.

ArcGIS Web Map



1/30/2026, 3:11:49 PM

- Multi-units



The Anoka County Historical Society

The Anoka County Historical Society maintains a 3,000-square-foot exhibit gallery in the heart of downtown Anoka, surrounded by historic buildings and riverways. It seeks to represent the legacy of the 21 communities that make up Anoka County through artifacts, written accounts, photographs, and oral histories. ACHS conducts educational programming, tours, and special events throughout the year to keep legacy stories alive for the current generation. The organization also advocates that individuals privately preserve their family histories, businesses document their journeys, and communities better address how future residents will remember previous generations.

Offices at Ticknor Hill

In 2026, ACHS will cease operating as a “museum under one roof” and transition to a distributed model, with our services spread across multiple locations. The first of these we will establish is a research library, volunteer center, and offices at the Heman L. Ticknor House, located at 1625 Third Ave S in Anoka. We anticipate two to three staff members working from this location during the week, primarily assisting patrons with genealogical questions or local historians conducting research. Currently, most of our requests come via email or phone, so the in-person visitation rate is under 5 people per day. Given the space limitations at Ticknor House, large-group programming will take place off-site at libraries, City Hall, or community centers. Similarly, exhibits and displays will not be set up at Ticknor, as they are at our current location in the old city library, due to limited space. In year three of our new strategic plan, we will set up off-site displays and exhibits for public enjoyment throughout the county.

The Bed and Breakfast

In addition to these operations, ACHS plans to continue operating the Bed and Breakfast on the property's second floor to generate income for the nonprofit and provide small, cozy accommodations for tourists and local travelers. Maintaining the tradition begun by Lynne Rickert and continued by Deb Wallace, ACHS will continue to provide a warm, inviting home-away-from-home experience for our guests, highlighting personalized service and local culture, wrapped in the historical stories of our county. ACHS can partner with businesses on Main Street to provide delicious breakfasts and exceptional customer service while fostering an appreciation for local history and culture. Currently, four bedrooms are in use as a B&B. ACHS plans to reduce that to three and remove the cooked breakfast option from the menu. Instead, guests will receive either a voucher for

downtown dining or a basket of goodies delivered to their door as a continental breakfast.

Outside Events and Activities

In the current business proposal (see attached), we are planning to hold outdoor events for the Anoka County Historical Society, as well as renting out the space for small community gatherings.

All events would be held outside of the hours restricted by the City of Anoka, from 10 pm to 7 am.

In the ACHS Business Plan, we outline what outdoor events would look like. Please refer to the following sections for details:

- Demonstrations and Larger Events
- Smaller Events and Programs
- Harvest Festival – an example of what a specific, larger event could look like.

The larger events would complement existing City of Anoka festivals and events, such as Riverfest, the Anoka Vintage Fest, and the Food Truck Festival, to enhance the city's tourist draw. The Ghosts of Anoka Walking Tour in September and October would operate either from the Ticknor House or the Masonic Lodge. The New London New Brighton Antique Car Run has, for the last two years, stopped at ACHS. We would like to continue the tradition at the Ticknor House. These larger events would require people to use city parking lots and street parking.

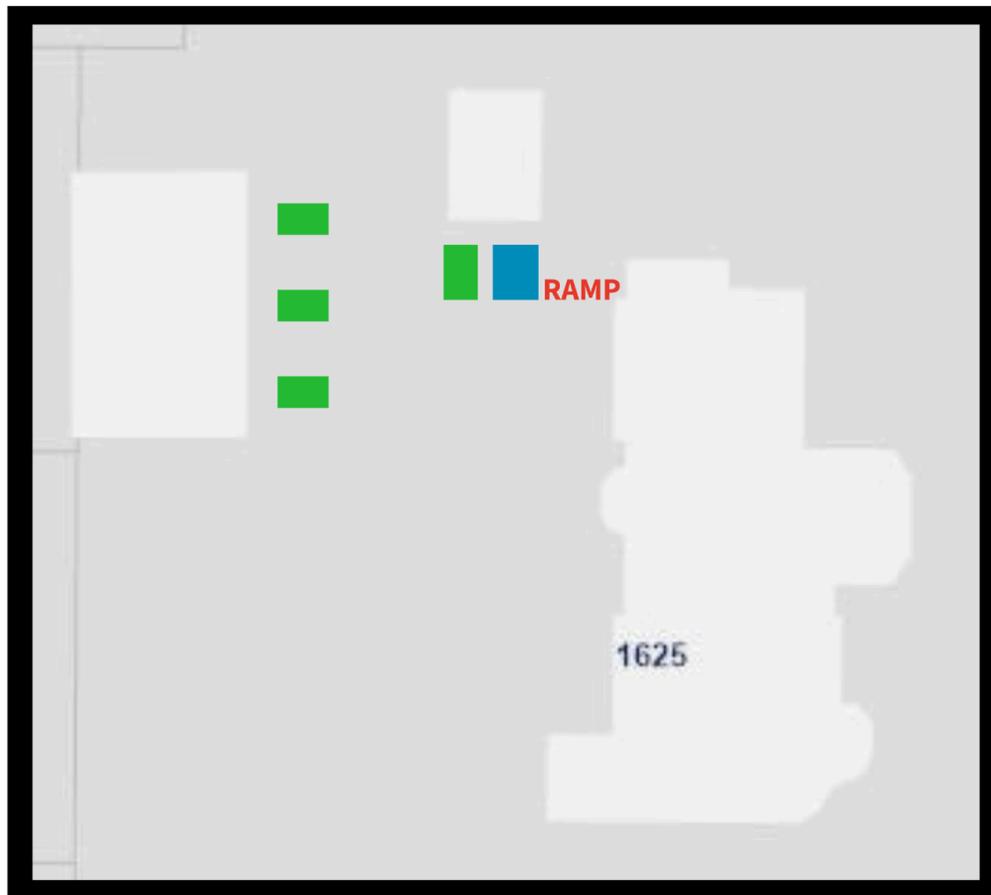
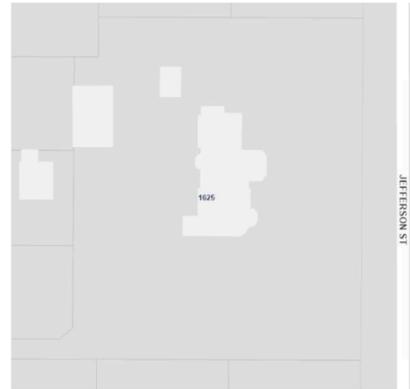
For private events, the yard could be rented out by private groups for small family gatherings, wedding rehearsal dinners, or photo shoots. The maximum number of people is 100. Music at these events is for background only, such as an acoustic quartet on the porch.

ACHS Parking Site Plan

The current proposed parking plan would be to add a ramp and widen the back (southwest) door of the home. A dedicated handicapped space would be available right near this ramp.

Other parking spaces would be next to this space as well as in and/or outside of the existing garage structure on the property.

Further temporary parking needs during the day can be accommodated along the long drive, or along Jefferson St. and Third Ave.



JAN - FEB 2026



VOL 56 ISSUE 1

✦ THE ANOKA COUNTY HISTORICAL SOCIETY ✦

HISTORY 21



✦ REMINDING YOU THE PRESENT IS THE PAST OF THE FUTURE ✦

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- Exhibits
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- Upcoming Events

THE STAFF AND BOARD



- District 1: Keri Holloway (Secretary)
- District 2: Open
- District 3: Open
- District 4: Steve Florman (President)
- District 5: Open
- District 6: Orville Lindquist (Treas.)
- District 7: Lotus Hubbard
- At-Large A: Jill Brown
- At-Large B: Open
- At-Large C: Jamie Kiefert
- At-Large D: Kim Heikkila
- At-Large E: Open
- At-Large F: Maggie Snow
- At-Large G: Chad Roberts
- At-Large H: Nate Otto
- County Commissioner Liaison:
John Heinrich

STAFF

- Rebecca Ebnert-Desens
(Executive Director)
- Sara Given (Volunteer Coordinator)
- Leo Elke (Interim Collections Manager)
- Cindy McKenney (Office Staff)

ON THE COVER: THE HEMAN L. TICKNOR HOUSE OF ANOKA, ALSO KNOWN AS THE TICKNOR HILL BED AND BREAKFAST

FROM THE PRESIDENT

Steve Florman



This year turned out to be more eventful than we anticipated! We're grateful to all of you, our members and friends, for your outpouring of support and encouragement as we digested the news of our impending homelessness, and put the search for a new space into high gear.

We made a successful offer to purchase the Ticknor Hill property in Anoka, one of the county's National Register properties. We still need to finalize the financing and timing details, but we're excited about the prospect of housing the Society in an iconic historic building near downtown Anoka. The possibilities for storytelling and event planning, as well as the continued operation of the current B&B as a revenue source for the Society, have us looking ahead to 2026 with excitement.

It will be hard work, but we have a path, and we now know what needs to be done.

Onward!

FROM THE DIRECTOR

Rebecca Elnet Desens



CHECK OUT OUR PODCAST AND SOCIAL MEDIA FOR UPDATES!

Significant changes are on the horizon for ACHS in 2026, and we aim to maintain transparency throughout the process. We can't thank you enough for your past support, current interest, and future involvement. Together, we can make ACHS stronger than ever and take advantage of this opportunity to reimagine the organization. Check out our latest podcast, website, and social media for the most current updates through this process.



OUR CHANGING TIMES

THERE'S NO EASY WAY TO SAY THIS: WE HAVE TO MOVE AND UPEND THE HOW ACHS HAS OPERATED FOR DECADES.

The City of Anoka has decided to redevelop the land and building we occupy at 2135 Third Ave N. For 25 years we have enjoyed in-kind rent, a nearly 9,000 sq ft building, and downtown location. This arrangement has served us well, allowing local history to flourish with Ghost Tours, walk-in visitors, and event access. But Cinderella was right and all good things must come to an end. With the help of some mice and hopefully a Fairy Godmother, this transition will prove smooth and relatively painless for all.



Anoka City Library circa 1970



DOWN MEMORY LANE



AND BEFORE THAT?

Banfill Locke House



HALLOWEEN EVENT
AT COLONIAL HALL

Some of you may remember the days of Colonial Hall, when ACHS showcased the Aldrich mansion through programming and genealogical work. Volunteers operated the organization until Vickie Wendel and Jean Smith became co-directors in 1995. From then until 2002, when the move to our current building was complete, events included “Drums, Dreams, and History,” a benefit performance by Garrison Keillor, and bus tours. All ACHS operations, including artifact storage, took place at Colonial Hall. This eventually led to sagging attic floors and damage from environmental conditions unsuitable for the collection. It became apparent that a different home was necessary.

RENOVATION AT THE LIBRARY

- May 2000 – Design work begins
- Oct 2000 – Museum software is purchased
- Feb 2001 – New windows installed
- June 2001 – New lighting installed
- Aug 2001 – Garden work begins
- Nov 2001 – Carpet, security system installed

SPONSORS

The large copper representation of Anoka County listing sponsors commands attention in the entryway of the history center. Support from Hoffman Engineering, Connexus, the American Legion, and the Metropolitan Regional Arts Council proved crucial.

BREAKING UP THE SERVICES



Volunteers - Research Library - Offices

THE HEMAN L. TICKNOR HOUSE

Known as the Ticknor Hill Bed and Breakfast on Third Ave (Jefferson St), it was built in 1867 and is listed on the National Register of Historic Places.

Collections Storage

JOHNSON STREET, ANOKA

The City of Anoka owns a building we can use to store the collection for about five years until it decides to redevelop that area.

Exhibits and Displays

DISPERSAL MODEL

The exhibit hall will now travel to public locations owned by the county and its cities. In many ways, this will increase access to local history, as information will come to people rather than requiring them to visit ACHS.



DIGITAL

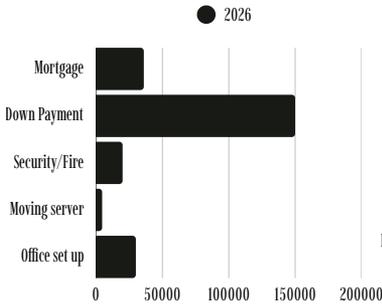
Our online exhibits, social media, and podcasts will continue

Page 150 of un|interrupted.

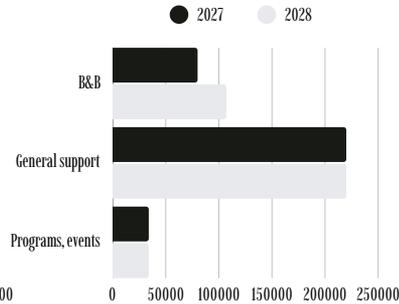
TICKNOR HOUSE



Estimated Expenses



Estimated Profit



The ground floor of Ticknor will become the research library and office space, housing the microfilm reader, computers, scanners, and desks. The “back of house” bedrooms will store frequently used materials, such as subject files, while the “front of house” bedrooms will remain a B&B to generate income.

We see this as an opportunity to provide a warm, inviting home-away-from-home experience for B&B guests, highlighting personalized service and local culture, all wrapped in the historical stories of our county to foster appreciation for our local history.

The revenue from a fully operational B&B at the Ticknor House will cover the property’s mortgage. We are developing special packages for family oral history experiences, wedding parties, or silent research weekends to encourage people to stay. Vouchers for Anoka businesses and other partnerships will help market the B&B to a new audience and expand the reach of people who hear about ACHS.

WHAT'S NEXT?



If all goes according to plan for the city, we will need to vacate our current building by December 2026. As it pertains to the Ticknor property, these are our next steps:

1. January – File a zoning text amendment with the city to allow, by conditional use permit (CUP), in a residential area, for the historical society to operate within the “historically significant structure” and to enable us to maintain the existing bed and breakfast operation.
2. January – Apply for a Legacy grant to hire an architect to create plans to install a ramp from the parking lot to the back door and widen the door to increase accessibility to the research library.
3. January – Confirm mortgage funding from a lender. Anticipated closing date is Apr 1.
4. February – Consult nonprofit lawyers to ensure both ACHS and the B&B business are set up correctly at the state and federal levels.
5. May – Remove the existing plush carpet and install more accessible hard flooring in the current sitting room, dining room, and billiard room.
6. May – Install fire and security systems in compliance with applicable codes.
7. June – Move the computers, server, printer, and other office materials over.
8. July – Create a website and online booking sites for the B&B.
9. July – Apply for a Legacy grant to hire a construction company to complete the planned work for the ramp and door expansion.
10. Cross our fingers that you all can come over during Riverfest in July!

GOAL: Maintain two days per week open to the public during this transition year



Grant Schedule



In addition to donations and sponsorships to fund Operation Relocation, ACHS can apply for grants to support this transition:

The **Phase I Accessibility grant** has a January 9 deadline to submit for funds to create architectural plans for a ramp and to widen Ticknor's back door. Since this is a National Register property and ACHS is a nonprofit historical society, we can continue to secure grants like these to support the house's maintenance. Ideally, funding would arrive in March, and we could begin work in June.

The **Phase II Accessibility grant** would complete the ramp's construction. This has a July deadline and requires the Phase I document for approval. If funding is received by September, we could execute the work by December.

Concurrently, we need to apply for a **Collections Phase I** grant in April to fund another staff member to assist with packing and metadata verification for the archival items. Donors can be listed on these grants as in-kind supporters, which can increase our chances of receiving the funds.

FUNDRAISING



Circle April 11 on your calendars, folks! Saddle up for the next murder mystery showdown, yee-haw! This time, we're heading to the Wild West. All the loot from the event will support Operation Relocation. We're on the hunt for silent auction treasures, sponsors, and eager participants to lasso in support for this next chapter of local history. **Don't miss out!**

COLLECTIONS

IT'S LIKE MOVING YOUR HOUSEHOLD GOODS,
ONLY MORE SO...

Every item in the ACHS collection has a number. That number correlates to a data entry in a system called Collective Access. In that entry, each item has a listed "home location" so staff can find it easily. If the item moves to display, out on loan, or...to a different location...it must be changed.

In January, we will begin the work of planning how to move the thousands of items currently stored in our building. These range from large kayaks to tiny watch fobs, sheets of paper, maps, quilts, textiles, and digital media. Each one needs to be checked for a secure moving container – and ideally, if we can, we should weed out some items that have no story connected with Anoka County.

The new facility on Johnson Street needs to have dataloggers placed inside. These devices track temperature and humidity so the environment stays within recommended limits for museum collections.



**IN ORDER TO
ACCOMMODATE THE
MOVE, ACHS WILL NOT
BE ACCEPTING MORE
ITEMS INTO THE
COLLECTION FOR THE
NEXT YEAR.**

**IF YOU HAVE ITEMS TO
DONATE, PLEASE TAKE
A PHOTO OF IT, WRITE
A SHORT DESCRIPTION,
AND EMAIL BOTH TO
COLLECTIONS@ANOKA
COUNTYHISTORY.ORG**

EXHIBITS



The exhibit hall provides a space like no other – people can come to explore new ideas, think quietly, or share stories. Unfortunately, for the immediate future, ACHS will not have a singular exhibit hall for folks to gather. Instead, we will use a “dispersal model” to highlight local history.

If we spend 2026 moving and organizing, 2027 can be used to expand our footprint at Ticknor, and then, in 2028, we can plan for a new set of rotating exhibits throughout the county. This could include “Pop-up Offices” at city hall, school programming, a scanning station for residents, and hands-on educational totes. Perhaps we make “A Shot of History” banners for coffee shops, or design QR code tour plaques to accompany a cemetery tour. It would be fun to gather with residents for a story share, an oral history workshop, or a “documentation day” where everyone takes photos of their favorite places and submits them. The sky is the limit, and we’d love to hear your ideas for your community.

Festivals and Fairs

Volunteers on the porch at the County Fair, 1984



WE WILL STILL HOST THE NEW LONDON-NEW BRIGHTON ANTIQUE CAR RUN IN AUGUST, WAVE AT YOU FROM THE PORCH DURING THE COUNTY FAIR, SELL PICKLES AT THE NOWTHEN THRESHING SHOW, AND HOST OUR YARD SALE AT ANOKA

RIVERFEST.

Page 155 of 198

A NEW STRATEGY

OUT OF NECESSITY, THE ACHS BOARD TOSSED OUR CURRENT STRATEGIC PLAN OUT THE WINDOW. THIS IS A TEMPORARY PAUSE. FEAR NOT, WE'LL COME BACK TO IT.



What's on Hold

Organizing a successful move and securing ACHS's future must come first, right now. Unfortunately, that means pausing our projects, plans, and much of our in-person programming.

Echoes of Bravery: We will complete the two open grants we were awarded to gather oral histories and create educational totes featuring family members and veteran profiles. The book project will be shelved for at least one year, and possibly longer. Those who pre-purchased a book may either wait for fulfillment or have their contribution refunded.

Collections: We have set a moratorium on new artifacts entering the collection for the next year, possibly longer. It's irresponsible for us to process new items while managing the move, as they won't receive the treatment they deserve. We have created a file for pending donations – simply email a photo and description of the item to collections@anokaountyhistory.org, and we will contact you.

Programming: We love our programs as much as you do, but with the clock ticking, our focus must be on events that either draw large crowds or generate revenue for ACHS. Although presentations like the Rum Runners may need to remain quiet for a year, our digital storytelling will continue.

VOLUNTEER WORLD

Through all the changes on the horizon for the museum, one thing that won't change is the importance of YOU, our volunteers. Your presence not only helps expand what we are able to accomplish, you help spread local history beyond the boxes where the old stuff lives. Volunteers and members are the HEART of our community.

Over the course of the next year, and beyond, the help of volunteers will be crucial. Sometimes it means swooping in to save the day when we send out the bat signal for a project. Other times, it means letting us know how you are able to help.

Our mental load as staff is stretched to see what is directly in front of us from a factual and analytical standpoint. What skills and time do you have ready to add to the Operation Relocation cause? We're happy to hear your suggestions – we've never done this either!



So, what's tickling your fancy? As you ponder the grand adventure of moving to Ticknor, what dazzling talents are you ready to unleash upon us?

Spill the beans! Are you a green-thumbed guru ready to revamp our gardens this spring? Or perhaps a sponsorship sleuth who can help us snag some cash for our Murder Mystery shindig?

Here's to a new year!

Sara Given

Sara@AnokaCountyHistory.org
612-505-5373 (cell)



THANK YOU!



GENERAL DONATIONS

Vietnam Veterans of
America Chapter 470
Morning Break at Faith
Lutheran Church
Catherine Bauer
James Buaer
Patricia Belousek
Kevin Blomer
Tom Broadbent
Jill Brown
Barb Case
Craig Caswell
Anoka Philolectian Society
Shirley Christenson
Mary Clark
Sandra Connor
Rebecca Desens
Gary Erickson
Steve Florman
Kristine Gernes
Roger Giroux
Eloise Graham
Joe Hendren
Avant Garden Bookstore
Audra Hilse
Kim Hogdal
Lotus Hubbard
Spencer Johnson

John Jost
Robert Kirchner
Melinda Kohrt
Anoka County Parks and
Recreation
Gregory Lundeen
Janet Meyer
Carol Moen
Robyn Mmoxon
Genevieve Palumbo
Paul Pierce
Lynne Rickert
Jo Rohady
Sharron Sandberg
Mary Sell
Dawn Sieber
Tracie Stone
Kent & Mary Tabako
Barb Thurston
Catherine Vesley
Wes & Cheryl Volkenant
Rita Warpeha
Jeff Webb
Ed Wehling

New & Renewing Members

Karen Hand
Kevin Blomer

Shirley Christenson
Catherine Vesley
Cindy Ruschy
Mary Clark
Mike Newberger
Donald Marier
Northeast Bank
Jo Rohady
Sandra McFarland
Janet Meyer
Gwen & Rick Reiter
Craig Caswell
John Jost
Genevieve palumbo
Kristine Gernes
Kim Hogdal
Dorothy Peterson
Rox Ann Hazelton
Julie Engen
Julia Tollgaard
James Bauer
Dave Peterson
Genealogy Periodicals
Gregory Lundeen
Jane LaMusga
Rebecca Desens
Barb Thurston
Kent & Mary Tabako
Pta Carlson
Karen Jacobson

SUSTAINING MEMBERS

Northeast Bank
Philolectian Society
The Mad Hatter Tea Room
Elaine Alarcon-Totten
Benedictine Living
Community Anoka
Barb Case
Mark Case
Lotus Hubbard
Veronica Johnson
Luanne Koskinen
Scott Nolan
John Ortiz
Matthew Pahl
Gwen & Rick Reiter
Lynne Rickert
Rachel Ridens
Skip Rither
Chad Roberts
Ron & Linda Rodgers
Bruce Van Sloun
Rita Warpeha

BUSINESS MEMBERS

Fifth Avenue Dental
Jill Brown PR, LLC

UPCOMING EVENTS

- **The Nurses of Vietnam** –
Saturday, January 24, 2026, 2 p.m.- 4 p.m. at the Anoka County History Center
Have you read “The Women” or “Sisterhood of War?” Join us for a discussion
with author Kim Heikkila and commentary from the Vietnam nurses
themselves. We will have an exceptional event prepared to address questions.
- **Women’s Mental Health** –
March 14, 2 p.m.- 4 p.m., location TBD
Explore “The Woman They Could Not Silence” and “The Crusade for Forgotten
Souls” to gain insight into life within state asylums – including our very
own in the City of Anoka.
- **Murder Mystery Fundraiser**
April 11, Bunker Hills Event Center



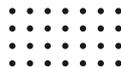
A CALL FOR BOARD MEMBERS



It's that time of year!

From now until March, we will accept applications for new board members to serve a three year term.

Check our website for the link or email
rebecca@anokacountyhistory.org



OUR MISSION IS TO GATHER, PRESERVE AND SHARE THE STORIES OF ALL THE PEOPLE AND COMMUNITIES THAT ARE PART OF ANOKA COUNTY.

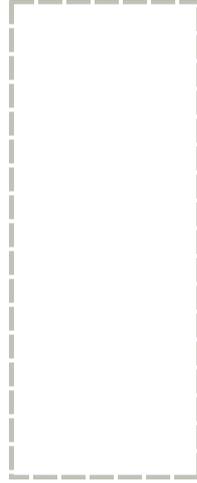
THE ANOKA COUNTY HISTORICAL SOCIETY IS AN INCLUSIVE ORGANIZATION ACCOUNTABLE FOR PRESENTING AND CELEBRATING BOTH THE TOLD AND UNTOLD STORIES OF ANOKA COUNTY. WE INVITE PEOPLE TO JOIN US ON THIS JOURNEY TO IGNITE CURIOSITY ABOUT THE PAST AND TO UNDERSTAND OUR SHARED EXPERIENCES.

FOR MORE INFORMATION

-  763-421-0600
-  ANOKACOUNTYHISTORY.ORG
-  2135 THIRD AVE N, ANOKA, MN 55303



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COUNCIL MEMO

Agenda Item #9.2

Meeting Date: February 17, 2026
Agenda Section: Ordinances & Resolutions
Item Description: RES/2026 Street Overlay and Surface Improvement Projects; Amending the Assessment and Public Improvement Hearings Dates
Submitted By: Ben Nelson, Assistant City Engineer

BACKGROUND INFORMATION

On January 20, 2026, City Council adopted four sperate resolutions (RES-2026-006, RES-2026-007, RES-2026-008, and RES-2026-009) calling for the public improvement and assessment hearings. These hearings were originally proposed for February 17, 2026, shall be set for March 2, 2026, due to administrative and project-related factors, including the time needed to complete the special benefit analysis, the preparation and verification of a larger mailing, and additional time provided to finalize the proposed assessment amounts.

Council shall be aware, a project schedule update was published on project websites the week of February 8, 2026 for this date change of the hearings.

DISCUSSION

Amending Assessment and Public Improvement Hearing Dates: These hearings are proposed to be set for 7:00 p.m. on the on the 2nd day of March, 2026 in the Council Chambers of the Anoka City Hall.

FINANCIAL IMPACT

There is no financial impact or cost due to changing the dates for the hearings.

REQUESTED COUNCIL ACTIONS

It is recommended that City Council adopt the attached resolution amending the assessment and public improvement hearings to the 2nd day of March, 2026, at 7:00 p.m. in the Council Chambers of the City Hall for the 2026 Street Overlay Project and the 2026 Surface Improvement Project.

REQUIRED VOTE

Councilmembers majority vote present at the time of the City Council meeting.



2015 First Avenue, Anoka MN 55303
Phone: (763) 576-2700 Website: www.anokaminnesota.com

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2026-XX

**RESOLUTION FOR THE 2026 STREET OVERLAY AND STREET
SURFACE IMPROVEMENT PROJECTS; AMENDING THE
ASSESSMENT AND PUBLIC IMPROVEMENT HEARING DATES**

WHEREAS, on the 20th day of January 2026, the City Council adopted Resolution No. RES-2026-006 calling for the public improvement hearing for the 2026 Street Overlay Project; and,

WHEREAS, on the 20th day of January 2026, the City Council adopted Resolution No. RES-2026-007 calling for the assessment hearing for the 2026 Street Overlay Project; and,

WHEREAS, on the 20th day of January 2026, the City Council adopted Resolution No. RES-2026-008 calling for the public improvement hearing for the 2026 Street Surface Improvement Project; and,

WHEREAS, on the 20th day of January 2026, the City Council adopted Resolution No. RES-2026-009 calling for the assessment hearing for the 2026 2026 Street Surface Improvement Project; and,

WHEREAS, due to administrative and project-related factors, the hearing dates shall be amended to March 2, 2026.

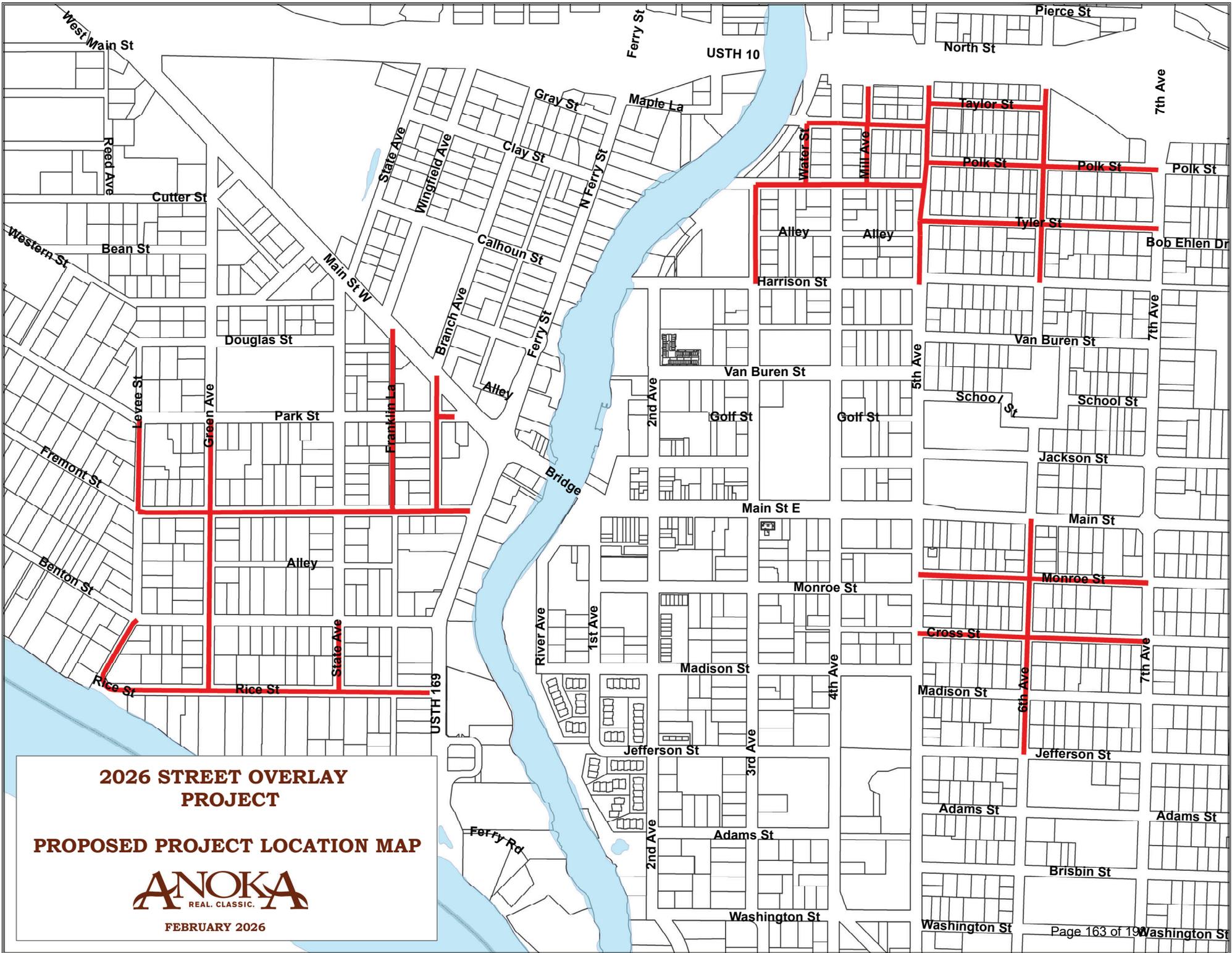
WHEREAS, NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council does hereby, the assessment and public improvement hearings for the 2026 Street Overlay Project and 2026 Street Surface Improvement Project are hereby set for 7:00 p.m. on the 2nd day of March 2026, in the Council Chambers of the City Hall, located at 2015 First Avenue, Anoka, MN 55303.

Adopted by the Anoka City Council this the 17th day of February, 2026.

ATTEST:

Amy T. Oehlers, City Clerk

Erik Skogquist, Mayor



**2026 STREET OVERLAY
PROJECT**

PROPOSED PROJECT LOCATION MAP



FEBRUARY 2026



**2026 SSIP PROJECT
MINERAL PONDS & SANDRA TERRACE
PROPOSED PROJECT LOCATION MAP**



NOVEMBER 2025



COUNCIL MEMO

Agenda Item # 11.1

Meeting Date: February 17, 2026
Agenda Section: New Business
Item Description: Recommendation on Appointments to Charter Commission
Submitted By: Amy Oehlers, ACM

BACKGROUND INFORMATION

Seven (7) seats on the Charter Commission have an expiration date of 03.01.2026.

- Michael Baldwin (has applied for reappointment)
- Douglas Dehn (has applied for reappointment)
- Angela Eaton (has advised that she is not reapplying)
- Daniel Knapek (has applied for reappointment)
- Alan Norton (has applied for reappointment)
- Chad Wetzel (has advised that he is not reapplying)
- Jeremy McFarland (has advised that he is not reapplying)

Staff has advertised for applications according to our City policy.

Appointments to the Charter Commission are made by the 10th Judicial District. The City Council makes recommendations on the appointments.

FINANCIAL IMPACT

N/A

REQUESTED COUNCIL ACTION

Request the Council make a recommendation to the 10th Judicial District Court on the reappointment of Michael Baldwin, Douglas Dehn, Daniel Knapek and Alan Norton. If these appointments are made, there will be three (3) vacant seats on the Charter Commission. Staff will continue to advertise these openings and applications will be submitted to the City Council as they are received.

Residency is required to serve on the Charter Commission. Charter Commission terms are 4-years.

REQUIRED VOTE

Majority vote of Councilmembers present.

2026 CHARTER COMMISSION EXPIRATIONS

CHARTER COMMISSION – 4 yr terms

Residency is required. Appointments are made by the 10th Judicial District Chief Judge.

NAME	EPIRATION DATE	RE-APPLIED	DID NOT RE-APPLY	NEW APPLICANT
Michael Baldwin	03.01.2026	X		
Douglas Dehn	03.01.2026	X		
Angela Eaton	03.01.2026		X	
Daniel Knapek	03.01.2026	X		
Alan Norton	03.01.2026	X		
Chad Wetzel	03.01.2026		X	
Jeremy McFarland	03.01.2026		X	

*** Charter Commission has 7 openings, 4 applicants**



CITY OF ANOKA
 2015 First Avenue
 Anoka, MN 55303-2270
 Phone: 763-576-2740 Admin
 Website: anokaminnesota.com
 Applications may be submitted via
 email to: rdodge@ci.anoka.mn.us

Date Received: **JAN 20 2026**
 Received By: *Dropped off*

UPON APPOINTMENT, ALL INFORMATION INCLUDED IN THIS APPLICATION IS CLASSIFIED AS PUBLIC DATA

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one): *(individuals may serve on only one board/commission at a time)*

- | | | | |
|-------------------------------------|-----------------------------------|--------------------------|-----------------------------------|
| <input checked="" type="checkbox"/> | Charter Commission | <input type="checkbox"/> | Parking Advisory Board |
| <input type="checkbox"/> | Economic Development Commission | <input type="checkbox"/> | Parks & Recreation Board |
| <input type="checkbox"/> | Heritage Preservation Commission | <input type="checkbox"/> | Planning Commission |
| <input type="checkbox"/> | Housing & Redevelopment Authority | <input type="checkbox"/> | Utility Advisory Board |
| <input type="checkbox"/> | Human Rights Commission | <input type="checkbox"/> | Waste Reduction & Recycling Board |

NAME: Michael Thomas Baldwin

FULL ADDRESS: [REDACTED] Anoka

PHONE (HOME): 612-406-9982

PHONE (WORK): _____

EMAIL: mikewinmb@gmail.com

ARE YOU A RESIDENT OF THE CITY OF ANOKA? YES NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? YES NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

I have a great interest in serving the people of Anoka and helping guide the city to be the best it can be.
(COMPLETE BOTH SIDES)

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

I have served on the charter commission for nearly 30 yrs, as a member and past president. I have also served on the Economic Comm. I have also served on community boards and as a council member in Champlin, Mn.

(ATTACH ADDITIONAL PAGES AS NEEDED)

AVAILABILITY: Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission? Yes No

REFERENCES: (Optional)

<u>Ken Klimas</u> Name	<u>3841 Stonehaven, Anoka</u> Address	<u>763-285-7184</u> Phone
<u>Janet Sanness</u> Name	<u>3833 Stonehaven, Anoka</u> Address	<u>763-427-3357</u> Phone
<u>Sean Baldwin</u> Name	<u>784 Hull Rd, Anoka</u> Address	<u>612-816-7907</u> Phone

NOTE: This application is of public record. Public Service opportunities are offered by the City of Anoka without regard to race, color, national origin, religion, disability, sex or sexual orientation.

(For Office Use Only)

Was application submitted by due date? Yes No
 The Applicant is: A New Applicant Applying for Reappointment
 This appointment is for a: Partial Term Full Term
 Date submitted to Council: 2-17-2026 Council Action: Not Appointed Appointed (Exp: _____)

Rachel Dodge

From: noreply@civicplus.com
Sent: Wednesday, January 14, 2026 11:35 AM
To: Rachel Dodge
Subject: Online Form Submittal: Boards & Commissions Application

JAN 14 2026

Boards & Commissions Application

If you are interested in applying for a vacant seat on one of the City of Anoka's Boards and Commissions, please complete the form, submit it, and the Administration Department will follow up with an email confirming it was received.

All applications received are presented to the Anoka City Council, who will vote to appoint an individual(s) to fill the seat(s).

NOTE: Upon appointment, all information included in this application is classified as public data.

Applying for (check only one Board or Commission): Charter Commission

First Name Douglas

Last Name Dehn

Address [REDACTED]

City Anoka

State MN

Zip Code 55303

Home Phone Number 7634272754

Work Phone Number 7634272754

Email Address ddehn127@comcast.net

Are you a resident in the city of Anoka? Yes

Do you meet the qualifications to serve on the Board or Commission in which Yes

JAN 14 2026

you are applying, as stipulated in the City's policy on appointments to Board and Commissions?

Statement of Interest - why are you interested in serving on this Board or Commission?

The City of Anoka is my longtime hometown, having been born and raised here, graduating from AHS in 1967. I lived here after finishing college and law school in St Paul.. I care about Anoka and want to use my legal background and knowledge of Anoka history and traditions to help the Charter Commission deal with issues as they arise in the future.

Please list your qualifications, experience or education that is relative to you serving on this Board or Commission

I have served on the Charter Commission for nearly 25 years. I have a BA from St Thomas and JD from William Mitchell. I practiced law for nearly 40 years, 30 of which were in Anoka. As a lifelong resident of Anoka, I have closely followed issues that have come up with the city and how they have been handled. I have known many of the mayors and council members. I think that I have some "institutional" knowledge that can be useful in our Charter Commission setting.

Are you able to meet as necessary to fulfill the responsibilities of appointment to this Board or Commission?

Yes

References (optional)

Field not completed.

Thank you for your interest in serving on the City of Anoka's Boards & Commissions. If you have any questions about the application process, please contact the Administration Department at 763-576-2740.

This application is of public record. Public service opportunities are offered by the City of Anoka without regard to race, color, national origin, religion, disability, sex, or sexual orientation.

PLEASE SCROLL DOWN AND CLICK SUBMIT

FOR OFFICE USE ONLY

Was application submitted by due date? Yes No

Applicant is: New Applicant Applying for Reappointment

Appointment is for a: Partial Term Full Term

Date submitted to Council: 2-17-2026

Council Action:

Not Appointed

Appointed (Expiration: _____)

JAN 14 2026

Email not displaying correctly? [View it in your browser.](#)





CITY OF ANOKA
 2015 First Avenue
 Anoka, MN 55303-2270
 Phone: 763-576-2740 Admin
 Website: anokaminnesota.com
 Applications may be submitted via
 email to: rdodge@ci.anoka.mn.us

Date Received:

JAN 28 2026

Received By:

Email

UPON APPOINTMENT, ALL
 INFORMATION INCLUDED IN
 THIS APPLICATION IS
 CLASSIFIED AS PUBLIC DATA

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one): *(individuals may serve on only one board/commission at a time)*

Charter Commission
 Economic Development Commission
 Heritage Preservation Commission
 Housing & Redevelopment Authority
 Human Rights Commission

Parking Advisory Board
 Parks & Recreation Board
 Planning Commission
 Utility Advisory Board
 Waste Reduction & Recycling Board

NAME: Daniel Knapek

FULL ADDRESS: [REDACTED] Anoka MN 55303

PHONE (HOME): 612-219-3614

PHONE (WORK): NA

EMAIL: cdknapek@msn.com

ARE YOU A RESIDENT OF THE CITY OF ANOKA? YES NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? YES NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

I would like to continue being a part of an organization that keeps Anoka a place where people want to visit

and live.

(COMPLETE BOTH SIDES)

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

I have been on the Charter Commission for the past 15 years. I have worked in the public sector for a
combined 36 years with the City of Blaine and Sherburne County. I also have lived in Anoka since 1987.

JAN 28 2026

(ATTACH ADDITIONAL PAGES AS NEEDED)

AVAILABILITY: Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission? Yes No

REFERENCES: (Optional)

Name	Address	Phone

NOTE: This application is of public record. Public Service opportunities are offered by the City of Anoka without regard to race, color, national origin, religion, disability, sex or sexual orientation.

(For Office Use Only)

Was application submitted by due date? Yes No

The Applicant is: A New Applicant Applying for Reappointment

This appointment is for a: Partial Term Full Term

Date submitted to Council: 2-17-2026 Council Action: Not Appointed Appointed (Exp: _____)



JAN 26 2026

Date Received:
1/26/24

Received By:
mail slot

CITY OF ANOKA
 2015 First Avenue
 Anoka, MN 55303-2270
 Phone: 763-576-2740 Admin
 Website: anokaminnesota.com
 Applications may be submitted via
 email to: rdodge@ci.anoka.mn.us

**UPON APPOINTMENT, ALL
 INFORMATION INCLUDED IN
 THIS APPLICATION IS
 CLASSIFIED AS PUBLIC DATA**

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one): *(individuals may serve on only one board/commission at a time)*

- | | | | |
|-------------------------------------|-----------------------------------|--------------------------|-----------------------------------|
| <input checked="" type="checkbox"/> | Charter Commission | <input type="checkbox"/> | Parking Advisory Board |
| <input type="checkbox"/> | Economic Development Commission | <input type="checkbox"/> | Parks & Recreation Board |
| <input type="checkbox"/> | Heritage Preservation Commission | <input type="checkbox"/> | Planning Commission |
| <input type="checkbox"/> | Housing & Redevelopment Authority | <input type="checkbox"/> | Utility Advisory Board |
| <input type="checkbox"/> | Human Rights Commission | <input type="checkbox"/> | Waste Reduction & Recycling Board |

NAME: ALAN NORTON

FULL ADDRESS: [REDACTED] ANOKA, MN 55303

PHONE (HOME): 763-421-1844

PHONE (WORK):

EMAIL: ALANNORTONPDS@GMAIL.COM

ARE YOU A RESIDENT OF THE CITY OF ANOKA? YES NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? YES NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:
 AFTER SERVING ON THIS COMMISSION FOR SIX YEARS I FIND IT INTERESTING & CHALLENGING.

(COMPLETE BOTH SIDES)

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

QUALIFICATIONS - 75 YEAR RESIDENT OF ANOKA COUNTY - HIGH SCHOOL DIPLOMA AND FIVE YEARS OF COLLEGE. GRADUATING FIRST IN MY CLASS,

(ATTACH ADDITIONAL PAGES AS NEEDED)

AVAILABILITY: Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission? Yes No

REFERENCES: (Optional)

DOUG DEHN	1134 BENTON	(763) 427-2754
Name	Address	Phone
JIM ABELER	600 EAST MAIN ST	(612) 245-3764
Name	Address	Phone

Name Address Phone

NOTE: This application is of public record. Public Service opportunities are offered by the City of Anoka without regard to race, color, national origin, religion, disability, sex or sexual orientation.

(For Office Use Only)

Was application submitted by due date? Yes No
The Applicant is: A New Applicant Applying for Reappointment
This appointment is for a: Partial Term Full Term
Date submitted to Council: 2.17.2006 Council Action: Not Appointed Appointed (Exp: _____)

COUNCIL MEMO

Agenda Item # 11.2

Meeting Date: February 17, 2026
Agenda Section: New Business
Item Description: Appointment to Heritage Preservation Commission
Submitted By: Amy Oehlers, ACM

BACKGROUND INFORMATION

The City has a vacancy on the Heritage Preservation Commission. This term has an expiration date of 12.31.2028.

Staff has advertised this vacancy according to City policy.

We received one (1) application. The applicant is Ann Campbell of Anoka.

Included in your packet is a copy of her application.

FINANCIAL IMPACT

N/A

REQUESTED COUNCIL ACTION

Request Council to act on the appointment to the Heritage Preservation Commission.

REQUIRED VOTE

Majority vote of Councilmembers present at meeting.

After this appointment is made, the City will continue to have the following vacancies:

- 3 vacancies on the Charter Commission, 4-year terms
- 1 vacancy on the Economic Development Commission, 2-year term
- 2 vacancies on the Parking Advisory Board, 3-year terms

The above vacancies have been being advertised, but applications have not been being received. For the above vacancies, there is no longer an application deadline. Applications will be presented for City Council consideration as they are received.

Rachel Dodge

From: noreply@civicplus.com
Sent: Monday, February 9, 2026 9:29 PM
To: Rachel Dodge
Subject: Online Form Submittal: Boards & Commissions Application

FEB 10 2026

Boards & Commissions Application

If you are interested in applying for a vacant seat on one of the City of Anoka's Boards and Commissions, please complete the form, submit it, and the Administration Department will follow up with an email confirming it was received.

All applications received are presented to the Anoka City Council, who will vote to appoint an individual(s) to fill the seat(s).

NOTE: Upon appointment, all information included in this application is classified as public data.

Applying for (check only one Board or Commission): Heritage Preservation Commission

First Name

Last Name

Address

City

State

Zip Code

Home Phone Number

Work Phone Number

Email Address

Are you a resident in the city of Anoka? Yes

Do you meet the qualifications to serve on the Board or Commission in which Yes

you are applying, as stipulated in the City's policy on appointments to Board and Commissions?

FEB 10 2026

Statement of Interest - why are you interested in serving on this Board or Commission?

Since moving to Anoka in 2015, my family and I have participated in events for both the Anoka County Historical Society and the Anoka Heritage Preservation Commission. We live in a historical home with connections to the Chase-Giddings-Jablonski family, and as such, we've helped to sponsor and add to the Giddings-Chase collection at the ACHS. I'm impressed by our community's commitment to historic preservation and interpretation, and would enjoy contributing further.

Regarding my qualifications, I've worked professionally with people of all ages: young families, children, youth, young adults and seniors. I enjoy research, documentation, planning events and contextual teaching. My background in government, journalism, education, communication and ministry gives me a variety of creative skills that may be useful to Anoka's Heritage Preservation Commission. Now that I'm close to retiring, I'd love to give back to our community as a volunteer.

Please list your qualifications, experience or education that is relative to you serving on this Board or Commission

Education:

1978 Graduated with honors, Monona Grove High School, Monona, WI

1983 Graduated with honors, University of Wisconsin-Stevens Point, with majors in Communications and Broad Field Social Sciences, minors in History and Political Science, and with Wisconsin teaching credentials for Grade 7-12.

1989 Graduated with honors, Luther Northwestern Theological Seminary in St. Paul, MN, with a Masters Degree in Religious Education.

Employment History:

1977-1983 Various staff positions at Camp Black Hawk, Elton, WI, Badgerland Girl Scout Council

1983-1984 Reporter, Forest Republican Newspaper, Crandon, WI

1984-1986 Legislative Aide and Press Secretary, Wisconsin State Senate

1987-1990 Montana Synod Supplement editor for The Lutheran Magazine

1990-present Rostered Minister of the Evangelical Lutheran Church in America. Christian Ed. Director for 5 congregations: Billings, MT; Dodgeville, WI; Chico, CA; Madison, WI and Anoka, MN

Are you able to meet as necessary to fulfill the responsibilities of appointment to this Board or Commission? Yes

FEB 10 2028

References (optional)

Judy Dietrich
Retired High School Math Teacher and Friend
(612) 708-3270
jdietch@centurylink.net

Don Timm
Retired High School Teacher and Neighbor
(763) 427-7458
don.timm@yahoo.com

John Huebscher
Retired Executive Director of the Wisconsin Catholic Conference
(My supervisor when I worked for the Wisconsin State Senate)
(608) 577-9009
jahueschber@gmail.com

Thank you for your interest in serving on the City of Anoka's Boards & Commissions. If you have any questions about the application process, please contact the Administration Department at 763-576-2740.

This application is of public record. Public service opportunities are offered by the City of Anoka without regard to race, color, national origin, religion, disability, sex, or sexual orientation.

PLEASE SCROLL DOWN AND CLICK SUBMIT

FOR OFFICE USE ONLY

Was application submitted by due date? N/A Yes _____ No _____

Applicant is: X New Applicant _____ Applying for Reappointment

Appointment is for a: X ¹²⁻³¹⁻²⁰²⁸ Partial Term _____ Full Term

Date submitted to Council: _____

Council Action:

_____ Not Appointed

_____ Appointed (Expiration: _____)

FEB 10 2026

Email not displaying correctly? [View it in your browser.](#)



COUNCIL MEMO

Agenda Item # 11.3

Meeting Date: February 17, 2026
Agenda Section: New Business
Item Description: Entertainment/Business Opportunity on the Rum River: Hot Tub Boats
Submitted By: Doug Borglund, Community Development Director and Lisa LaCasse, Public Services Administrator

BACKGROUND INFORMATION

Matt Witt, owner of Minnesota Hot Tub Boats LLC, has submitted a proposal to operate a hot tub boat rental business on the Rum River within the City of Anoka. The proposed operation would be based out of Riverfront Memorial Park, utilizing the City's existing boat slips as the primary docking location.

Proposed Business Operations:

- The business model centers on renting electric-powered hot tub boats in 2-hour increments, multiple times per day.
- All reservations would be made online.
- Guests would be provided with life jackets and have the option to purchase towels, sunscreen, and other merchandise.
- All participants would be required to sign a waiver prior to departure.
- Boats would be operated by the guests, not by staff.
- For safety, each vessel includes:
 - GPS tracking system to aid in emergency response
 - Anchor
 - Fire extinguisher
 - Air horn
 - CB radio

(NOTE: A temporary storage shed may be needed to serve as a changing room and storage area until the City's planned restroom facility is constructed.)

Boat Specifications:

- Length: 15.5 feet
- Width: 8 feet
- Draft: 2.5 feet
- Hot tub capacity: 400 gallons of chlorinated water
- Heating system: USCG-approved, smokeless propane heater with automatic safety shutoff
- Motor: Electric, under 10 HP, with a maximum speed of approximately 5 MPH



(NOTE: The hot tub water will require periodic de-chlorination and pumping, followed by refilling with potable water. This process necessitates access to sewer and water utilities at the docking location.)

Equipment Procurement:

Mr. Witt is in the process of purchasing boats from Spacruzzi, a U.S. manufacturer specializing in luxury hot tub boats.

Additional Materials:

A full copy of the proposal has been provided for review.

FINANCIAL IMPACT

Infrastructure Needs:

- No existing utilities (electric, water, sewer) at any of the city's docking locations.
- Estimated installation cost: \$30,000–\$50,000.
 - A lift station of some kind may be required due to elevation differences between the street and shoreline, which may increase cost and complexity.
- Final utility cost estimates would be refined if the project advances.

Proposed Vendor Fee Structure:

- Vendor proposes a negotiated annual fee that would include use of 3 dock slips and utilities
- Vendor would entertain an agreement for repayment of a portion of the utility infrastructure costs as this may lead to other business ventures.

Comparison to Existing Slip Rental Rates:

- Riverfront boat slips rent for \$900 per slip per season.
- Business would require 3 slips:
 - 2 hot tub boats
 - 1 rescue boat
- Total slip value at current rates: \$2,700 per season.

Funding Option for Infrastructure:

- City Council could consider a loan from the Urban Redevelopment Fund. The current balance is \$183,000.
- Loan could cover upfront utility installation costs. Past loans to small businesses have been 5 years at 5% interest.

REQUESTED COUNCIL ACTION

Provide direction City Staff including:

1. Does the Council want to continue to explore this entertainment/small business opportunity on the Rum River?
2. Provide direction on utility costs and funding?

REQUIRED VOTE

Majority vote of the City Council is required.



Minnesota Hot Tub Boats Proposal City of Anoka

Prepared for:

Lisa LaCasse
LLacasse@ci.anoka.mn.us

Recreation Supervisor
City of Anoka

Prepared by:

Matthew Witt
Matthewwitt77@gmail.com
570-470-5625

Minnesota Hot Tub Boats LLC
5442 Washburn Ave S
Minneapolis, MN 55410

1. Summary

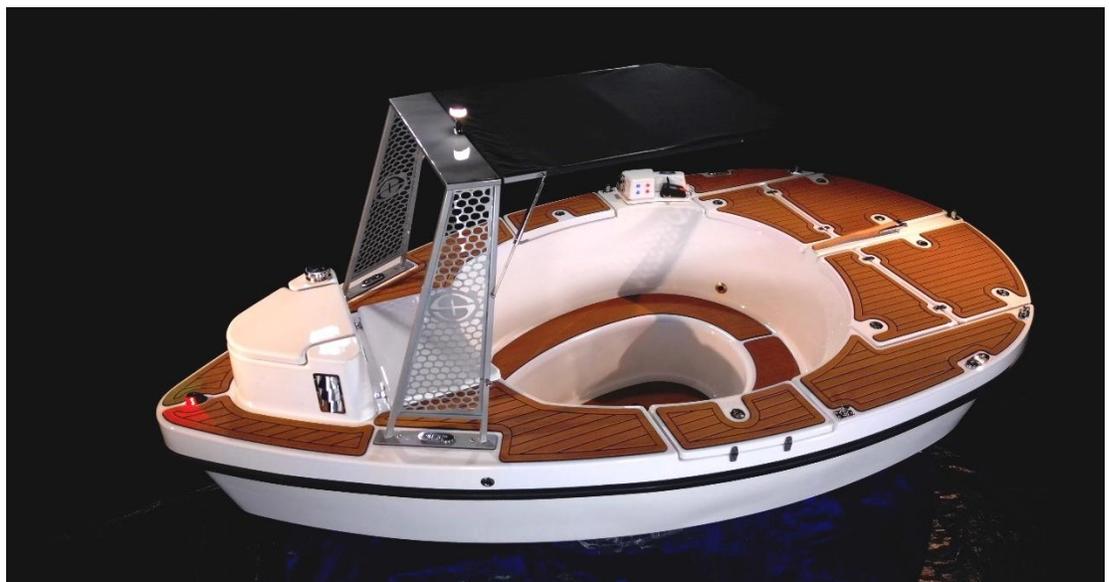
This proposal outlines the plan to start a Minnesota Hot Tub boats business located in Anoka, Minnesota in cooperation with the city of Anoka. The proposal explains what a hot tub boat is, details for how, where, and when the business would operate, as well as potential associated fees.

2. What is Minnesota Hot Tub Boats?

Minnesota Hot Tub Boats LLC is a new small business owned and operated by Matthew Witt who lives in Southwest Minneapolis. The premise of the business is to rent out, typically in 1.5-2 hour increments, boats that double as hot tubs to customers on Minnesota lakes or rivers.

Minnesota Hot Tub Boats LLC is in the process of purchasing boats from *Spacruzzi*. *Spacruzzi* is a US manufacturer of luxury hot tub boats. They supply boats to multiple businesses and private owners in North America.

The boats are 15.6' in length and 8.2' wide. The boats are filled with about 400 gallons of water, which is heated by a USCG approved, smokeless, propane heating system equipped with a safety auto shutoff. The boats utilize an electric motor (less than 10 HP) that moves the boat at a max speed of about 4-5 MPH.



3. Why Hot Tub Boats in Anoka?

Anoka is home to beautiful Rum River and the Mississippi River. Minnesotans have a tremendous love of their rivers and lakes, making memories on them, and spending time in the outdoors. Hot Tub Boats create a comfortable, safe, and unique environment for Minnesotans and visitors alike to create unforgettable memories on our waterways.

MN Hot Tub Boats has been gaining valuable operational knowledge from different manufacturers of hot tub boats. They have travelers come from far and wide, including different countries, to experience floating in a hot tub in the water. Similarly, customers are looking for unique ways to see nature from the water. Cities like Milwaukee, Seattle and Chicago have successful hot tub boat businesses on their lakes and rivers.

4. The Plan

Where

Possible Locations

Ideally, the business is located in an area that already has a dock, access to water, and 30A power. However, if this is not possible, we are open to providing temporary power, water, and docking infrastructure as needed.

We've identified the following location as the top possibility:

- Riverfront Memorial Park

The boats also have a 2.5' draft so river depth is very important. When the Anoka Rum River Dam is blocked, the depth in the Rum River is plenty deep.

What

The boats would be rented out to the public. Guests could book their reservation online. We would provide the experience, merchandise for the guests to buy, towels, and water. Guests would be required to sign a in-depth liability waiver that includes agreeing to safely operate the boats.

A hot tub boat is a boat that doubles as a hot tub. In our case, we will be purchasing ours from *Spacruzzi* who builds their boats in Montana. The boats are heated by a smokeless propane heater and powered by a small electric motor (max speed of the boat is about 4-5 MPH). Here are the boat specifications:

Boat Specifications

- Dry Weight - 1,200 lbs.
- Approximate Weight Loaded (400 gallons water & 6 passengers) - 4,500 lbs.
- Length - 15.6'
- Width - 8.2'
- Draft - 2.75'
- Maximum Speed - 4-5 mph
- Maximum Water Temperature - 104

Power

- Motor - 3.0 Torqeedo internal pod with standard battery charger (fast charger available at additional cost) delivers approximately 3-5 horsepower.
- Internal Water Treatment System (available in both 120V and 240V)
- Propane heater with sensor and safety system and auto shutdown

Propane Heating System

- Used while boat is underway and water treatment system is non-operational
- Multiple settings for start-up heating and cruise/heat maintenance
- Accepts a 20-lb propane tank
- Propane sensor system with auto shutdown

Water Management System

- Accessible through large, easy-to-work compartment
- System includes a controller, heater pump and particle collector all-in-one unit

To help you further understand the idea, here are a few links to videos from other businesses like the one we would start:

- https://youtu.be/TrldVCwLcHk?si=d6uKb8no_eakVvV4
- <https://youtu.be/sdUm1yhqMIc?si=MkpcKN7oc81-yNaG>
- <https://youtu.be/I3gAc8u3cWc?si=T5pLADiTSstrFFZP>

Safety

The boats do come equipped with hatches to store life jackets in. The boats will also be actively tracked by on-shore employees to ensure they stay within the operating zone. A navigation limit map (EXAMPLE), like the one below, will be shown to customers as part of the safety briefing prior to renting the boats. The boats will also come equipped with the following:

- Anchor
- Radio to contact MN Hot Tub Boat dock for help (they can also call)
- Fire extinguisher
- Air horn



Guests would be given a thorough safety briefing prior to boarding the boats, which will include a boat operation demonstration and discussing potential hazards.

These boats are:

1. Nearly impossible to tip. They are very bottom heavy and wide.
2. Very slow moving. So, no concern in a slow wake zone.
3. Easy to navigate and do NOT require a MN boaters license.
4. Regularly cleaned and water tested

5. USCG compliant

When

Starting spring 2026. Business would run until it gets unpleasantly cold (likely end October/early November). The nature of the boat being a hot tub will extend the season (and revenue) beyond normal boat rental season.

How

The rentals will be 2 hours (maximum) in duration. The boat will return to the dock and the water filtration process will commence. The *Spacruzzi* has a patent-pending water filtration system built in so the water does not need to be emptied each time. Even so, we will continuously check the quality of the water to make sure our customers get a clean and safe experience every time. We have confirmed with the MN Department of Health that the hot tub boats would be exempt from the MN statute regarding public pools (144.1222) under Subd. 2d:

Subd. 2d. **Hot tubs on rental houseboats.** (a) A hot water pool intended for seated recreational use, including a hot tub or whirlpool, that is located on a houseboat that is rented to the public is not a public pool and is exempt from the requirements for public pools under Minnesota Rules, chapter 4717.

(b) A hot water pool under this subdivision must be conspicuously posted with the following notice to renters:

"NOTICE

This spa is exempt from state and local sanitary requirements that prevent disease transmission.

USE AT YOUR OWN RISK

This notice is required under Minnesota Statutes, section [144.1222, subdivision 2d.](#)"

The hot tub boat keeps the water warm via a safe and efficient propane gas heater equipped with a safety auto-shutoff.

MN Hot Tub Boats will have staff on location any time the boats are being rented out. Staff will be ready to assist guests with issues, provide safety briefings, and field questions from the public about how they can rent out a hot tub boat!

Location Needs

- A place for guests to change in and out of swimwear and warm up. If one doesn't exist at the location (such as a park bathroom), MN Hot Tub Boats could bring in a modified shed to act as a changing room. MN Hot Tub Boats will also bring a small storage area that can double as the location's office. Ideally, we would like to run power to these sheds.
- The boats are charged using a 120V 30A outlet (MN Hot Tub boats

willing to tap into nearby power source.

- The boats will need the water changed out periodically. A nearby potable water connection is ideal.
- Ideally, there is a sewer nearby that we can dump the used boat water directly into. If not, we can use a temporary holding tank that is pumped out weekly.
- Security cameras will likely be installed to monitor the boats.

Financial Projections & Fee to City

We plan to operate 2 boats starting in the 2026 season (and likely into the 2027 season – year 2).

We would propose working closely with the city to implement infrastructure for this business. This can include repaying the city over time for the infrastructure install. We would also pay the fee for a boat slip for each of our boats.

This fee structure is flexible and we are open to discussing the fee portion in more depth.

COUNCIL MEMO

Agenda Item # 12.1

Meeting Date: February 17, 2026
Agenda Section: Updates & Reports
Item Description: Tentative Agendas
Submitted By: Amy Oehlers, Assistant City Manager

BACKGROUND INFORMATION

Attached are the tentative agenda(s) for future meeting(s).

FINANCIAL IMPACT

None.

REQUESTED COUNCIL ACTION

Request Council review and discuss upcoming agenda(s).

REQUIRED VOTE

There is no vote requirement on this agenda item.



City Council Agenda – Worksession
DRAFT Monday, February 23, 2026
Council Worksession Room, 5:00 p.m.
(meeting will not be cablecast)

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **COUNCIL BUSINESS and/or DISCUSSION ITEMS**

- 3.1 Presentation; Anoka County Emergency Communications Messaging Application – Citizen Alerts.
- 3.2 Discussion; Chpt 10, Article IV, Charitable and Legalized Gambling.
- 3.3 Discussion; Policy on Charitable and Legalized Gambling Contribution of Net Profits to City Administered Fund.
- 3.4 Discussion; Green Haven Renovations.

4. **UPDATES/REPORTS/COUNCIL SUGGESTIONS FOR FUTURE AGENDA ITEMS**

5. **ADJOURNMENT**

Members of the Anoka City Council may participate remotely in City Council meetings by interactive technology rather than by being physically present. The Zoom Webinar link will be posted prior to the meeting on the City of Anoka's website calendar at: <https://www.anokaminnesota.com/calendar.aspx?CID=14>. To access the link, from the online calendar, find the correct meeting date and click "More Details."

Meetings by telephone or other electronic means in accordance with Minnesota Statute 13D.021.



City Council Agenda – Regular Meeting
DRAFT Monday, March 2, 2026
Council Chambers
7:00 P.M. REGULAR MEETING
(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 January 26, 2026, Worksession.
February 17, 2026, Regular Meeting.
4. **OPEN FORUM** **The Open Forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and city you live in for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers and posted on the podium must be adhered to.*
 - 4.1 Police Activity Update.
5. **PUBLIC HEARING(S)**
 - 5.1 2026 Street Overlay Project; Public Improvement Hearing.
 - 5.2 2026 Street Overlay Project; Assessment Hearing.
 - 5.3 2026 Street Surface Improvement Project; Public Improvement Hearing.
 - 5.4 2026 Street Surface Improvement Project; Assessment Hearing.
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
7. **REPORTS OF OFFICERS & BOARDS & COMMISSIONS** - None
8. **PETITIONS, REQUESTS & COMMUNICATION** - None
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 RES/2026 Street Overlay Project; Order Project; Authorize the Preparations of Plans & Specifications and Authorize Advertisement for Bid.
(TO BE ACTED UPON AFTER PUBLIC HEARING)

ORDINANCES & RESOLUTIONS, Continued...

- 9.2 RES/2026 Street Overlay Project; Adopt Assessment Roll.
(TO BE ACTED UPON AFTER PUBLIC HEARING)
- 9.3 RES/2026 Street Surface Improvement Project; Order Project, Authorize the Preparation of Plans & Specifications; and Authorize Advisement for Bid.
(TO BE ACTED UPON AFTER PUBLIC HEARING)
- 9.4 RES/2026 Street Surface Improvement Project; Adopt Assessment Roll.
(TO BE ACTED UPON AFTER PUBLIC HEARING)
- 9.5 ORD/Amending Chpt 10, Article IV. Charitable and Legalized Gambling. (1st Reading)
- 9.6 ORD/Zoning Text Amendments to City Code Section 78-2 – Definitions; Adding Definition of “Historical Society” and City Code Section 78-239 – Low Density Residential District; Adding “Historical Societies When Located Within a Historically Significant Building or Structure, as Defined by City Code Section 38-2” as a Conditional Use. (2nd Reading)
- 9.7 RES/Conditional Use Permit Amendment for Ticknor Hill Bed and Breakfast/Historical Society; 1625 3rd Ave.
- 9.8 ORD/Approving a Purchase Agreement for the 4th Avenue and Johnson Street City Owned Development Site. (2nd Reading)
- 9.9 ORD/Approving an Option Agreement for the 2nd and Van Buren City Owned Development Site. (2nd Reading)
- 9.10 RES/Green Haven Trailway Project; Approve Plans & Specifications, Authorize Advertisement for Bid, and Set a Bid Date.
- 9.11 RES/ADA Plan Implementation – Green Haven Clubhouse Elevator Modifications; Order Project, Authorize Plans & Specifications, and Authorize the Procurement Process for a Approve the Construction Manager Agency and Architect Agreements.
- 9.12 RES/Trunk Highway 47 Corridor and BNSF Grade Separation Project; Approve and Authorize the Execution of the Infrastructure Investment and Jobs Act (“IIJA”) Matching Grant Agreement with the State of Minnesota Department of Transportation.

10. UNFINISHED BUSINESS – None

11. NEW BUSINESS

- 11.1 Issuance of Special Event Permit; Anoka Halloween Inc. Parades.

12. UPDATES & REPORTS

12.1 Tentative Agendas.

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City Council Agenda – Regular Meeting
DRAFT Monday, March 16, 2026
Council Chambers
7:00 P.M. REGULAR MEETING
(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 March 2, 2026, Regular Meeting.
February 23, 2026, Worksession.
4. **OPEN FORUM** **The Open Forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and city you live in for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers and posted on the podium must be adhered to.*
 - 4.1 Police Activity Update.
5. **PUBLIC HEARING(S)** - None
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
7. **REPORTS OF OFFICERS & BOARDS & COMMISSIONS** - None
8. **PETITIONS, REQUESTS & COMMUNICATION** - None
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 ORD/2026 Fee Schedule Amendment; Building Permit Fees. (1st Reading)
 - 9.2 RES/2026 Street Overlay Project; Approve Plans & Specifications and Set a Bid Date.
 - 9.3 RES/2026 Street Surface Improvement Project; Approve Plans & Specifications and Set a Bid Date.
 - 9.4a ORD/Amending Chpt 10, Article IV. Charitable and Legalized Gambling. (2nd Reading)
 - 9.4b RES/Summary Resolution of Ordinance Amending Chpt 10, Article IV, Charitable & Legalized Gambling.

9. **ORDINANCES & RESOLUTIONS, Continued**

9.5 RES/Accepting 2025 Donations and Contributions.

10. **UNFINISHED BUSINESS** – None

11. **NEW BUSINESS**

11.1 Policy on Charitable and Legalized Gambling Contribution of Net Profits to City Administered Fund.

12. **UPDATES & REPORTS**

12.1 4th Quater Financial Report.

12.2 Tentative Agendas.

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City Council Agenda – Worksession
DRAFT Monday, March 23, 2026
Council Worksession Room, 5:00 p.m.
(meeting will not be cablecast)

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **COUNCIL BUSINESS and/or DISCUSSION ITEMS**

3.1 Discussion; Anoka County CSAH 1 (5th Ave/East River Rd) Corridor Roadway Reconfiguration and Signal Improvements.

3.2 Discussion; City Owned Land/Development Site Update.

3.2 Discussion; Tax Increment District Financing (TIF) Overview & Update.

4. **UPDATES/REPORTS/COUNCIL SUGGESTIONS FOR FUTURE AGENDA ITEMS**

5. **ADJOURNMENT**

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