



# CITY COUNCIL AGENDA

**Special Meeting – September 7, 2021**

\*\*\*\*\*

**Meeting will begin upon adjournment of the  
EDA Meeting that begins at 5:30 p.m.**

*City Council: Mayor Rafferty, Councilmembers Cavegn, Lyden, Ruhland and Stoesz  
City Administrator: Sarah Cotton*

## CITY COUNCIL MEETING

- Call to Order and Roll Call
- Pledge of Allegiance
- Open Mike / Public Comment (*in person or received in writing prior to meeting*)
- Setting the Agenda: Addition or Deletion of Agenda Items

### 1. ADMINISTRATION DEPARTMENT REPORT

- A) Consider Resolution 21-90, Authorizing Execution of License Agreement with the State of Minnesota for use of the Lino Lakes Recreation Facility, Sarah Cotton

### UNFINISHED BUSINESS

None

### NEW BUSINESS

None

### Adjournment

**CITY COUNCIL  
AGENDA ITEM 1A**

STAFF ORIGINATOR: Sarah Cotton, City Administrator

MEETING DATE: September 7, 2021

TOPIC: Consider Resolution No. 21-90, Authorizing Execution of License Agreement with the State of Minnesota for use of the Lino Lakes Recreation Center as a Public Testing Site

VOTE REQUIRED: 3/5

**INTRODUCTION**

Staff is requesting City Council consideration to authorize execution of a license agreement with the State of Minnesota to utilize the Lino Lakes Recreation Center as a public COVID-19 testing site.

**BACKGROUND**

City staff was contacted in August by the State of Minnesota regarding the use of the Lino Lakes Recreation Center as a COVID-19 testing site. Staff met with state officials to determine space needs, logistics, and operational requirements. The State would occupy the facility as a COVID-19 testing site September 8, 2021 through October 31, 2021, with an option to extend through November 30, 2021 with notice by October 15, 2021 and an option to extend through December 31, 2021 with notice by November 15, 2021.

The license agreement will provide for State use of the facility and includes a base rent of \$13,083.33 per month and a not to exceed amount to cover building operations. Reimbursement for utility and service fees will be based on actual billings.

The license agreement does provide for use of the facility as a public COVID-19 testing site or for public vaccination, but for no other purpose. The State has requested this flexibility, but would not operate both a testing site and a vaccination site simultaneously in the facility.

**RECOMMENDATION**

Staff is recommending approval of Resolution No. 21-90.

**ATTACHMENTS**

1. Resolution No. 21-90
2. License Agreement

**CITY OF LINO LAKES  
RESOLUTION NO. 21-90**

**RESOLUTION APPROVING LICENSE AGREEMENT AND  
AUTHORIZING THE EXECUTION OF DOCUMENTS IN CONNECTION  
THEREWITH (LINO LAKES RECREATION CENTER)**

WHEREAS, the State of Minnesota has proposed to use the former Lino Lakes Recreation Center (the "Property"), for the purpose of a public COVID-19 testing site or vaccination site; and

WHEREAS, the Commissioner of Administration is empowered by the Governor's Executive Order 20-01 and Minn. Stat. §16B.24, subd. 6, to lease non-state owned property; and

WHEREAS, the Lino Lakes Recreation Center is currently closed pending City Council consideration of management options; and

WHEREAS, operation of a COVID-19 testing or vaccination site in Lino Lakes would be convenient to area residents;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Lino Lakes as follows:

1. The City Council hereby authorizes the Mayor and the City Clerk to execute the License Agreement.
2. City staff are authorized and directed to take all other actions necessary to carry out the intent of this resolution.

Adopted by the City Council of the City of Lino Lakes, Minnesota this 7<sup>th</sup> day of September, 2021.

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

The following voted against same:

\_\_\_\_\_  
Rob Rafferty, Mayor

ATTEST:

\_\_\_\_\_  
Julianne Bartell, City Clerk

STATE OF MINNESOTA

LICENSE

LICENSE NO. **L-449**

THIS LICENSE is made by and between the City of Lino Lakes, hereinafter referred to as LICENSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LICENSEE, acting for the benefit of the Minnesota Department of Health.

WHEREAS, the Commissioner of Administration is empowered by the Governor's Executive Order 20-01 and Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

WHEREAS, LICENSOR owns the Lino Lakes Recreation Center ("Property") which is available for LICENSEE'S use;

WHEREAS, LICENSEE has expressed a need to use the Property for purposes herein described;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows.

- PREMISES** LICENSOR grants and LICENSEE accepts the exclusive use of:

The Lino Lakes Recreation Center consisting of fifteen thousand seven hundred (15,700) square feet of space ("Premises"), as shown on the attached Exhibit A, located at 7690 Village Drive in the City of Lino Lakes, County of Anoka, Minnesota 55014 ("Building").
- PERIOD OF USE** The term of this License is one (1) month and twenty three (23) days, commencing September 8, 2021 ("Commencement Date") and continuing through October 31, 2021 ("Expiration Date") collectively the Period of Use ("Period of Use").
- USE** LICENSEE shall use the Premises as a COVID-19 public testing site or for a public vaccination site and for no other purpose.
- LICENSE NOT A LEASE** It is expressly understood and agreed that by reason of the nature and character of the occupancy of all parts thereof, the relation of lessor and lessee, as contemplated by the laws of the State of Minnesota, is not created by the Agreement, but LICENSEE is granted only a permit to occupy the space described, and for the specified period. LICENSEE shall at all times be considered an independent contractor, and not an employee or agent of the LICENSOR.

5. **LICENSE FEE**

5.1 **Fee** As a fee (“License Fee”) for the Premises in consideration of all covenants, representations, and conditions of the License, LICENSEE shall pay LICENSOR in accordance with the rent schedule set forth below:

<b>LICENSE PERIOD</b>	<b>SQUARE FEET</b>	<b>RATE PER SQ. FT.</b>	<b>MONTHLY PAYMENT</b>
9/8/21 - 9/30/21	15,700	\$10.00	\$ 10,030.53
10/1/21 - 10/31/21	15,700	\$10.00	\$ 13,083.33
<b>TOTAL</b>			<b>\$ 23,113.86</b>

5.2 **Billing Address** All original bills and statements from LICENSOR to LICENSEE shall be mailed or personally delivered to:

Finance and Facilities Management  
Minnesota Department of Health  
625 Robert St N # 2C  
PO Box 64975  
St Paul MN 55164-0975

5.3 **Payment Address** LICENSEE agrees to pay LICENSOR the License Fee set forth above at the end of each calendar month and mail or deliver said payments to:

City of Lino Lakes  
600 Town Center Parkway  
Lino Lakes MN 55014

5.4 **Legal Standing** LICENSOR represents and warrants that it is solely entitled to all License Fees payable under the terms of this License.

6. **OPTION TO RENEW**

6.1 **Option One.** LICENSOR grants and LICENSEE accepts the right to renew this License commencing November 1, 2021 and continuing through November 30, 2021 (“Option One”) collectively the “Option One Period”.

a. **License Fee** LICENSEE shall pay LICENSOR a License Fee in the amount not to exceed thirteen thousand eighty three and 33/100 dollars (\$13,083.33) for the Option One Period.

b. **Utilities, Trash Services, Janitorial Services and Property Insurance Costs** In addition to the License Fee indicated in Section 6.1 (a) above, LICENSEE shall pay LICENSOR a fee for services (“Service Fee”), identified in Section 11 below,

based on a daily rate of four hundred sixty five and no/100 dollars (\$465.00). In no event shall the total Services Fee for the Option One Period exceed thirteen thousand nine hundred fifty and no/100 dollars (\$13,950.00).

- c. To exercise the above noted Option One, Tenant must indicate in writing its intent to exercise the option no later than October 15, 2021.

6.2 Option Two. LICENSOR grants and LICENSEE accepts the right to renew this License commencing December 1, 2021 and continuing through December 31, 2021 ("Option Two") collectively the "Option Two Period".

- a. License Fee LICENSEE shall pay LICENSOR a License Fee in the amount not to exceed thirteen thousand eighty three and 33/100 dollars (\$13,083.33) for the Option Two Period.
- b. Utilities, Trash Services, Janitorial Services and Property Insurance Costs In addition to the License Fee indicated in Section 6.2 (a) above, LICENSEE shall pay LICENSOR a Service Fee, identified in Section 11 below, based on a daily rate of four hundred sixty five and no/100 dollars (\$465.00). In no event shall the total Services Fee for the Option Two Period exceed fourteen thousand four hundred fifteen and no/100 dollars (\$14,415.00).
- c. To exercise the above noted Option Two, Tenant must indicate in writing its intent to exercise the option no later than November 15, 2021.

## 7. **TERMINATION**

- 7.1 In the event that the Minnesota State Legislature does not appropriate to the Department of Health funds necessary for the continuation of this License, or in the event that Federal Funds necessary for the continuation of this License are withheld for any reason, this License may be terminated by LICENSEE upon giving five (5) days written Notice.
- 7.2 Pursuant to Minn. Stat. §16B.24, subd. 6, this License is subject to cancellation upon thirty (30) days written Notice by LICENSEE for any reason except the license of other non-state-owned land or premises for the same use.
- 7.3 Notwithstanding Section 7.1 and 7.2 above, this License may be terminated by LICENSEE for any reason at any time upon providing fourteen (14) days prior written notice to LICENSOR.

8. **SURRENDER OF PREMISES** LICENSOR and LICENSEE hereby agree that at the expiration or earlier termination of this License or extension thereof, any equipment (hereinafter referred to as "Personal Property"), whether attached to the Premises by LICENSOR or LICENSEE shall remain the property of LICENSEE. LICENSEE shall remove

its Personal Property and vacate and surrender possession of the Premises to LICENSOR in as good condition as when LICENSEE took possession, ordinary wear and tear and damage by the elements excepted.

9. **ENTIRE AGREEMENT** This License contains all covenants and agreements between LICENSOR and LICENSEE relating in any manner to the License Fee, LICENSOR's use and occupancy of the Premises, and other matters set forth in this License. No prior agreements or understanding pertaining thereto shall be valid or of any force or effect and covenants and agreements of this License shall not be altered, modified or amended except in writing signed by LICENSOR and LICENSEE.

10. **DUTIES OF LICENSOR**

10.1 **Maintenance** LICENSOR shall maintain in working condition all appurtenances within the scope of this License, including the maintenance of proper plumbing, lighting, wiring and electrical service, heating and cooling devices and ductwork.

10.2 **Repairs** LICENSOR shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this License, including any improvements to the Premises, whether or not the improvement was paid for by LICENSEE. However, that LICENSOR shall not be responsible for repairs upon implements or articles, which are the Personal Property of LICENSEE, nor shall LICENSOR bear the expense of repairs to the Premises necessitated by damage caused by LICENSEE beyond normal wear and tear.

10.3 **Fire Safety** LICENSOR shall, at its sole expense, provide and maintain all fire extinguishers, fire alarms and fire detection systems for the Premises and Building as required by applicable codes/ordinances and/or the state fire marshal.

10.4 **Common Areas** The use and occupancy of the Building and the Premises by LICENSEE shall include the reasonable nonexclusive use in common with others entitled thereto of the common and public access areas of the Property and the Building, including stairways, elevators, lobbies, hallways, grounds, walkways, walking trails and parking lot(s). LICENSOR shall provide sufficient light, heat, maintenance, and security measures to the common and public access areas of the Building and the Property, including stairways, elevators, lobbies and hallways so that such areas shall be safe and reasonably comfortable.

10.5 **Landscaping/Grounds Maintenance** LICENSOR, at its expense, maintain the landscaping, grounds, walkways and parking lot(s) surrounding the Building and on the Property in good appearance, condition and repair.

10.6 **Snow Removal** LICENSOR shall keep the parking lot and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from snow and ice.

- 10.7 Exterior Lighting LICENSOR shall provide adequate exterior lighting in the parking lots, Building entrance/exits and loading dock areas.
- 10.8 Taxes and Assessments LICENSOR shall be responsible for payment of all taxes and assessments upon the Property, the Building and the Premises.
- 10.9 Restrooms LICENSOR shall provide LICENSEE with separate restroom facilities for men and women. Such facilities shall be situated within the Premises or be easily accessible therefrom. Ventilation for restrooms must be in accordance with applicable building Codes. LICENSOR shall provide daily cleaning of the restrooms.
- 10.10 Access LICENSOR shall provide card key access to the Premises and the Building and/or adequate keys. Card keys and/or keys shall be changed prior to LICENSEE's occupancy of the Premises to assure the safety and security of LICENSEE and LICENSEE's Personal Property.

## 11. DUTIES OF LICENSEE

- 11.1 Utilities LICENSEE shall bear the actual cost of electricity, gas, sewer and water. LICENSOR will provide LICENSEE with copies of all utility bills to true up charges.
- 11.2 Trash Services LICENSEE shall bear the cost of solid waste/trash disposal services LICENSOR will provide LICENSEE with copies of the solid waste/trash disposal bill to true up charges.
- 11.3 Janitorial Services LICENSEE shall bear the cost of janitorial services at a maximum of two times a day for seven (7) days a week. LICENSOR shall invoice LICENSEE based on the actual number of days janitorial services were used. LICENSOR will provide LICENSEE with copies of the janitorial services bills to true up charges.
- 11.4 Property Insurance LICENSEE shall be responsible for the additional cost to cover the property/liability insurance fees incurred by the LICENSOR for the use of the Building. LICENSOR will provide LICENSEE with copies of the property/liability insurance bills to true up charges.
- 11.5 Utilities, Trash Services, Janitorial Services and Property Insurance Costs LICENSEE shall pay LICENSOR a Services Fee based on a daily rate of four hundred sixty five and no/100 dollars (\$465.00). In no event shall the total Services Fee for the Period of Use exceed twenty five thousand one hundred ten and no/100 dollars (\$25,110.00).
- 11.6 Internet Service LICENSEE shall provide internet service to the Premises for LICENSEE's use.



12. **INSURANCE**

12.1 **Property Damage** It shall be the duty of LICENSOR and LICENSEE to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this License, LICENSOR and LICENSEE hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

12.2 **Liability** LICENSOR and LICENSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LICENSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

13. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LICENSOR relevant to this License shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.

14. **DEFAULT BY LICENSOR** If LICENSOR shall default in the performance of any of the terms or provisions of this License, LICENSEE shall promptly provide written Notice to y LICENSOR. If LICENSOR shall fail to cure such default within five (5) days after receipt of such Notice, LICENSEE, at its sole option, may terminate this License upon three (3) days written Notice or may cure such default. In the event LICENSEE cures the default, LICENSOR shall pay all reasonable and actual expenses paid by LICENSEE to cure said default, including attorney's fees, within ten (10) days of receipt of invoices therefore rendered, or LICENSEE shall have a specific right to off-set any such amounts due from LICENSOR against any rent payments or other amounts due under this License. In the event LICENSEE elects to terminate this License, said termination shall not limit LICENSEE'S rights to damages caused by the breach and failure to cure. This provision in no way limits LICENSEE'S other remedies for breach under common law or this License.

15. **MANAGEMENT** LICENSOR agrees that in exercising its management responsibilities of the Property of which the Premises is a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, Fire Code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

16. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, LICENSOR and LICENSEE shall not permit smoking in the Building. In addition, LICENSOR and LICENSEE shall not permit the use of chewing tobacco, e-cigarettes, and vaping.
17. **PARKING** LICENSOR shall provide parking stalls in the parking lot or ramp adjacent to the Building on the Property for the use of LICENSEE, its guests, invitees, licensees and contractors. It is understood by LICENSOR AND LICENSEE that there is no additional rent payable for said parking.
18. **SIGNAGE** LICENSEE shall have the right to hang a banner above the exterior doors and to post directional signs throughout the Property and upon the Building doors directing individuals to the Premises. LICENSEE anticipates utilizing “sandwich board” temporary signage which will be removed at the end of each test day and stored in the Premises until the next use. LICENSEE anticipates posting directional signs on the doors of the Premises which will be removed at the end of each test day and stored in the Premises until the next use.
19. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**
  - 19.1 LICENSOR must comply with the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13, as it applies to all data provided by LICENSEE in accordance with this License and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LICENSOR in accordance with this License. The civil remedies of Minn. Stat. §13.08, apply to LICENSOR and LICENSEE.
  - 19.2 Minn. Stat., Chapter 13, provides that all government data are public unless otherwise classified. If LICENSOR receives a request to release the data referred to in this Clause, LICENSOR must immediately notify LICENSEE and consult with LICENSEE as to how LICENSOR should respond to the request. LICENSOR’S response shall comply with applicable law, including that the response is timely and, if LICENSOR denies access to the data, that LICENSOR’S response references the statutory basis upon which LICENSOR relied. LICENSOR does not have a duty to provide public data to the public if the public data is available from LICENSEE.
20. **EXECUTION IN COUNTERPARTS** The License may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this License taken together shall constitute but one and the same License. Delivery of an executed counterpart of this License by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this License.
21. **NOTICES**
  - 21.1 Any Notice or communications between LICENSOR and LICENSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 21.2 below.

- a. when personally delivered to the addressee, or
- b. when delivered via email to Sarah Cotton [SCotton@linolakes.us](mailto:SCotton@linolakes.us) (provided such delivery is confirmed by read receipt), or
- b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
- c. one (1) business day after deposited with an overnight courier service.

21.2 Mailing Addresses:

LICENSOR:

City of Lino Lakes  
600 Town Center Pkwy  
Lino Lakes MN 55014-1182

Attn: Sarah Cotton  
[SCotton@linolakes.us](mailto:SCotton@linolakes.us)

LICENSEE:

Real Estate and Construction Services  
Department of Administration  
50 Sherburne Ave # 309  
St Paul MN 55155

---

**EXHIBITS:**

Exhibit A    Floorplan

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LICENSOR:  
CITY OF LINO LAKES

*Licensor certifies that the appropriate person(s) have executed the License on behalf of Licensor as required by applicable articles, bylaws, resolutions or ordinances.*

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

LICENSEE:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By \_\_\_\_\_  
Real Estate and Construction Services

Date \_\_\_\_\_

APPROVED BY:  
STATE OF MINNESOTA  
DEPARTMENT OF HEALTH

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

STATE ENCUMBRANCE VERIFICATION  
*Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.*

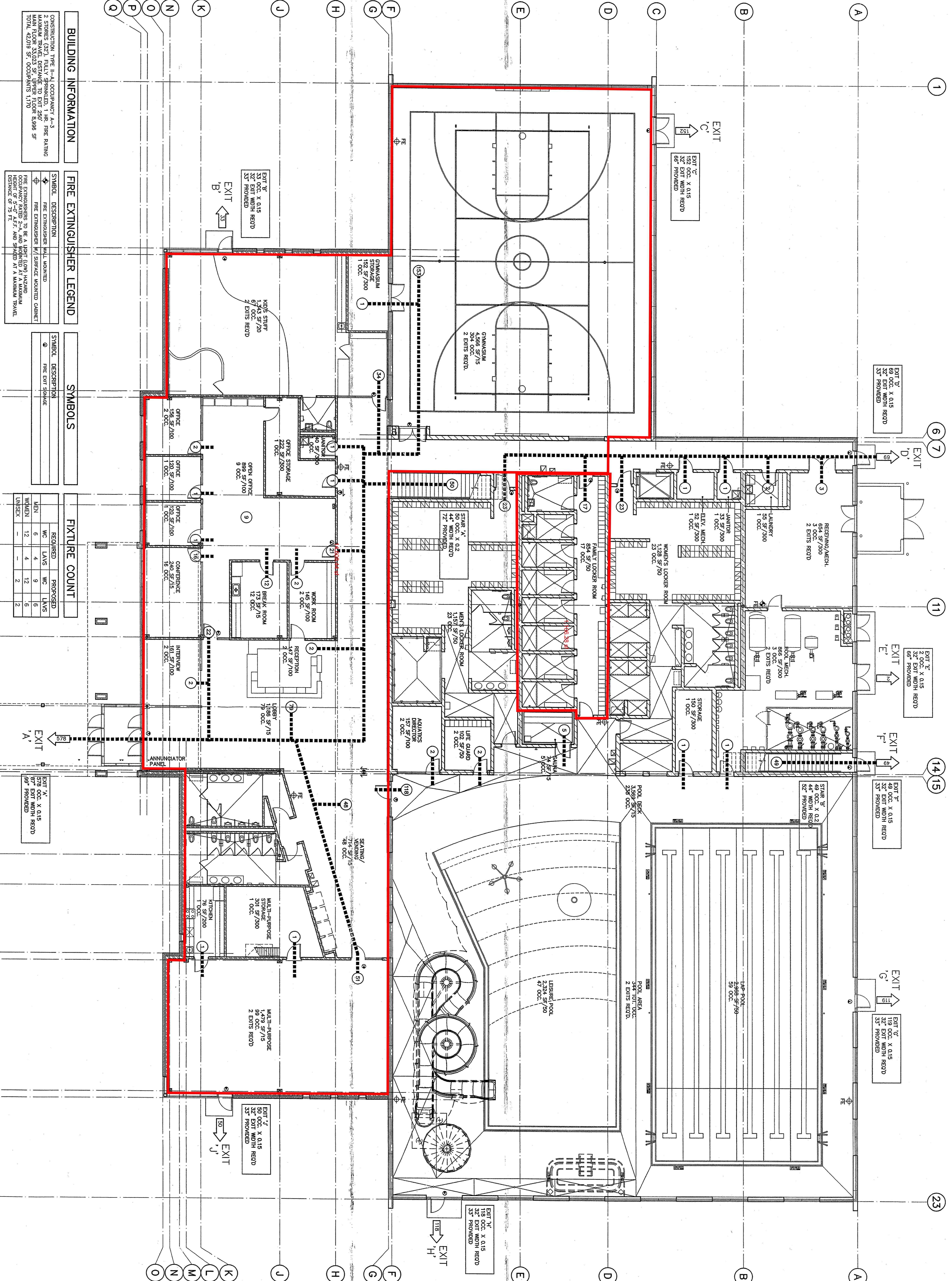
By \_\_\_\_\_

Date \_\_\_\_\_

SWIFT P.O. \_\_\_\_\_

Contract No. \_\_\_\_\_

1 MAIN FLOOR PLAN CODE ANALYSIS



**BUILDING INFORMATION**

CONSTRUCTION TYPE II-A OCCUPANCY A-3  
 2 STORIES (G2), FULLY SPRINKLED, 1 HR. FIRE RATING  
 MAIN FLOOR 33,023 SF, UPPER FLOOR 8,988 SF  
 TOTAL 42,019 SF, OCCUPANTS 1,170

**FIRE EXTINGUISHER LEGEND**

SYMBOL	DESCRIPTION
(Symbol)	FIRE EXTINGUISHER WALL MOUNTED
(Symbol)	FIRE EXTINGUISHER W/SURFACE MOUNTED CABINET

FIRE EXTINGUISHERS TO BE A LIGHT (LGV) HEAD AND OCCUPANCY RATED 2-A AND MOUNTED AT A MAXIMUM DISTANCE OF 75 FT.

**SYMBOLS**

SYMBOL	DESCRIPTION
(Symbol)	FIRE EXTINGUISHER

**FIXTURE COUNT**

	REQUIRED	PROPOSED
WC LAVS	6	9
WC LAVS	4	6
WOMEN	12	12
UNISEX	-	2

**EXIT REQUIREMENTS**

EXIT	OCC.	WIDTH REQ'D
EXIT A	50	32"
EXIT B	33	32"
EXIT C	119	32"
EXIT D	65	32"
EXIT E	2	32"
EXIT F	49	32"
EXIT G	119	32"
EXIT H	50	32"
EXIT I	50	32"
EXIT J	99	32"
EXIT K	50	32"
EXIT L	50	32"
EXIT M	50	32"
EXIT N	50	32"
EXIT O	50	32"
EXIT P	50	32"
EXIT Q	50	32"

<p><b>AO.1</b></p> <p>Alamy Hill Architects, PA 2021</p>	<p><b>CHAIN OF LAKES YMCA</b> LINO LAKES, MINNESOTA</p> <p><b>MAIN FLOOR PLAN CODE ANALYSIS</b></p> <p>Project Number: 0502100 Drawn By: MM, EW Checked By: DS, MW</p>	<p>Orig. Issue Date:</p> <p>Revisions:</p>	<p>1. I hereby certify that this plan specification of report was prepared by me or under my direct supervision and that I am a duly Licensed Architect in the State of Minnesota.</p> <p><b>M. W. W.</b></p> <p>Date: 5-26-08 Reg. No. 8838</p>	<p><b>Ankeny</b> <b>Kell</b> <b>Architects</b></p> <p>821 Poplar Avenue, Suite 400          Minneapolis, MN 55402          Tel: 612-467-0000          Fax: 612-467-0079</p>
	<p align="center"><b>EXHIBIT A</b></p>			