

EXPANDED AGENDA



CITY COUNCIL AGENDA

Monday, November 22, 2021

6:30 p.m.

(Scheduled to be broadcast on Channel 16)

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

COUNCIL WORK SESSION, 5:30 P.M.

Community Room (not televised)

1. Update on Lino Lakes Activity Center Branding – Regular Agenda Item 5A
2. Double Garage Interpretation
3. Review Regular Agenda

CITY COUNCIL MEETING, 6:30 P.M.

- Call to Order and Roll Call - **Councilmembers Stoesz, Lyden, Cavegn, Ruhland and Mayor Rafferty were present**
- Pledge of Allegiance
- Open Mike / Public Comment *(in person or received in writing prior to meeting)*
There were no comments
- Setting the Agenda: Addition or Deletion of Agenda Items
The agenda was amended to add discussion of garage interpretation to New Business

1. CONSENT AGENDA

- A) November 22, 2021 (Check No. 115388 through 115483) in the Amount of \$504,237.82
- B) Consider Approval of November 8, 2021 Work Session Minutes
- C) Consider Approval of November 8, 2021 Council Meeting Minutes
- D) Consider Approval of November 8, 2021 Canvassing Board Minutes
- E) Consider Approval of Excluded Bingo Event for the Aquinas Roman Catholic Home Education Services
- F) Consider Approval of Activity Center Expenditures

Action Taken: Motion by Lyden, seconded by Stoesz, to approve Consent Agenda Items 1A through 1F, as presented, was adopted

2. FINANCE DEPARTMENT REPORT

- A) 2022 Fee Schedule, Hannah Lynch
- i) Consider Approval of Second Reading and Adoption of Ordinance No. 08-21, Establishing the 2022 City Fee Schedule
- Action Taken: Motion by Stoesz, seconded by Cavegn, to approve the 2nd Reading and adoption of Ordinance No. 08-21 as presented, was adopted**
- ii) Consider Approval of Resolution No. 21-139, Approving Summary Publication of Ordinance

Action Taken: Motion by Stoesz, seconded by Ruhland, to approve Resolution No. 21-139 as presented, was adopted

3. ADMINISTRATION DEPARTMENT REPORT

- A) Consider Appointment of Accounting Clerk II, Meg Sawyer

Action Taken: Motion by Lyden, seconded by Ruhland, to approve the appointment of Katie Sue Christopherson as recommended, was adopted

4. PUBLIC SAFETY DEPARTMENT REPORT

- A) Consider Resolution No. 21-129 Approving State of Minnesota Joint Powers Agreements with the City of Lino Lakes on Behalf of its City Attorney and Police Department, John Swenson

Action Taken: Motion by Ruhland, seconded by Cavegn, to approve Resolution No. 21-129 as presented, was adopted

5. PUBLIC SERVICES DEPARTMENT REPORT

- A) Consider Resolution No. 21-142, Approving the Name and Logo of the Rookery Activity Center, Rick DeGardner

Action Taken: Motion by Ruhland, seconded by Lyden, to approve Resolution NO. 21-142 as presented, was adopted; Cavegn voted no

- B) Consider Resolution No. 21-143, Approving Contract with Endurance Fitness, Rick DeGardner

Action Taken: Motion by Ruhland, seconded by Lyden, to approve Resolution No. 21-143 as presented, was adopted

6. COMMUNITY DEVELOPMENT REPORT

- A) Consider Resolution No. 21-141, Approving Change Order No. 2 and Final Payment No. 16, Water Tower No. 3, Michael Grochala

Action Taken: Motion by Cavegn, seconded by Ruhland, to approve Resolution No. 21-141 as presented, was adopted

7. UNFINISHED BUSINESS

None







8. NEW BUSINESS

A) Double Garage Interpretation

Action Taken: Motion by Cavegn, seconded by Lyden, to approve interpretation that garage door needs to be wide enough to accommodate ingress and egress of a single vehicle was adopted.

Adjournment

Following adjournment of the regular meeting, the City Council will reconvene for a special work session to discuss the 2022 Budget.

<i>Community Calendar – A Look Ahead</i>		
November 22, 2021 through December 13, 2021		
	Wednesday, November 24	6:30 pm, Council Chambers
		Environmental Board
	Wednesday, December 1	6:30 pm, Council Chambers
		Park Board
	Thursday, December 2	8:00 am, Community Room
		EDAC
	Monday, December 6	6:00 pm, Community Room
		Council Work Session
	Monday, December 13	6:00 pm, Community Room
		Council Work Session
	Monday, December 13	6:30 pm, Council Chambers
		City Council Meeting



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- F) Consider Approval of Activity Center Expenditures

2. FINANCE DEPARTMENT REPORT

- A) 2022 Fee Schedule, Hannah Lynch
 - i) Consider Approval of Second Reading and Adoption of Ordinance No. 08-21, Establishing the 2022 City Fee Schedule
 - *Council may vote to dispense with the full reading of the ordinance*
 - *Roll call vote is required for adoption of the ordinance*

- ii) Consider Approval of Resolution No. 21-139, Approving Summary Publication of Ordinance

3. ADMINISTRATION DEPARTMENT REPORT

- A) Consider Appointment of Accounting Clerk II, Meg Sawyer

4. PUBLIC SAFETY DEPARTMENT REPORT

- A) Consider Resolution No. 21-129 Approving State of Minnesota Joint Powers Agreements with the City of Lino Lakes on Behalf of its City Attorney and Police Department, John Swenson

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- B) Consider Resolution No. 21-143, Approving Contract with Endurance Fitness, Rick DeGardner

6. COMMUNITY DEVELOPMENT REPORT

- A) Consider Resolution No. 21-141, Approving Change Order No. 2 and Final Payment No. 16, Water Tower No. 3, Michael Grochala

7. UNFINISHED BUSINESS







None

8. NEW BUSINESS

None

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		Environmental Board
		Park Board
		EDAC
		Council Work Session
		Council Work Session
		City Council Meeting

WORK SESSION STAFF REPORT
Work Session Item No. 2

Date: November 22, 2021
To: City Council
From: Michael Grochala, Community Development Director
Katie Larsen, City Planner
Re: Double Garage Interpretation

Background

Staff has been directed by Council to discuss the interpretation of a double garage.

The property owner of 6972 Lakeview Drive recently submitted a building permit for a garage remodel. The remodeled garage proposed only one (1) 10'x 7' wide garage door. Two (2) passenger vehicles (i.e. car, truck etc.) could not pull in and park side by side in the traditional sense. The building permit application was denied because it does not meet staff's interpretation of a double garage.

The property is zoned R-1, Single Family Residential. Per City Code Section 1007.090(4)(c), All dwellings shall have a double garage at a minimum.

City Code Section 1007.001 defines a garage as:

GARAGE. A deck building or structure, or part thereof, used or intended to be used for the parking and storage of vehicles.

The City Code does not define a double garage. Staff's interpretation of a double garage is a garage that allows at least two (2) passenger motor vehicles to be parked side by side. The garage door (or doors) needs to be wide enough to accommodate exit and entrance of 2 vehicles into the garage independently. The City Council's recent discussion regarding minimum dimensional standards for garages further supports this interpretation.

It is important to understand if Council supports allowing one (1) single garage door, this will apply to all residential garages in the City, not just 6972 Lakeview Drive. A new home being constructed in Watermark, Nadeau Acres or NorthPointe could have one (1) single garage door. Tandem garages would also be allowed.

For reference, a standard double garage door is 16 ft wide. A standard single garage door is 8 ft wide.

Requested Council Direction

If Council supports requiring only one (1) single garage door, staff will draft a resolution for Council approval providing a clearer interpretation.

Other issues that would need to be addressed in the resolution if the interpretation is changed:

- Location of single garage door?
- How does this affect 3 stall garages?
- Does this impact future resale of homes?
- How does a property owner prove 2 vehicles can be parked in a garage or does this not matter anymore?

As part of the City's current zoning ordinance update, the term double garage could then be omitted. Requiring minimum garage widths should also be reconsidered if the intent is not to require two (2) cars to park side by side.

Attachments

1. Proposed 6972 Lakeview Dr Garage Remodel with 10 ft Wide Garage Door
2. House Example with 16 ft Wide Double Garage Door
3. House Example with 8 ft Wide Single Garage Door
4. Tandem Garage Example

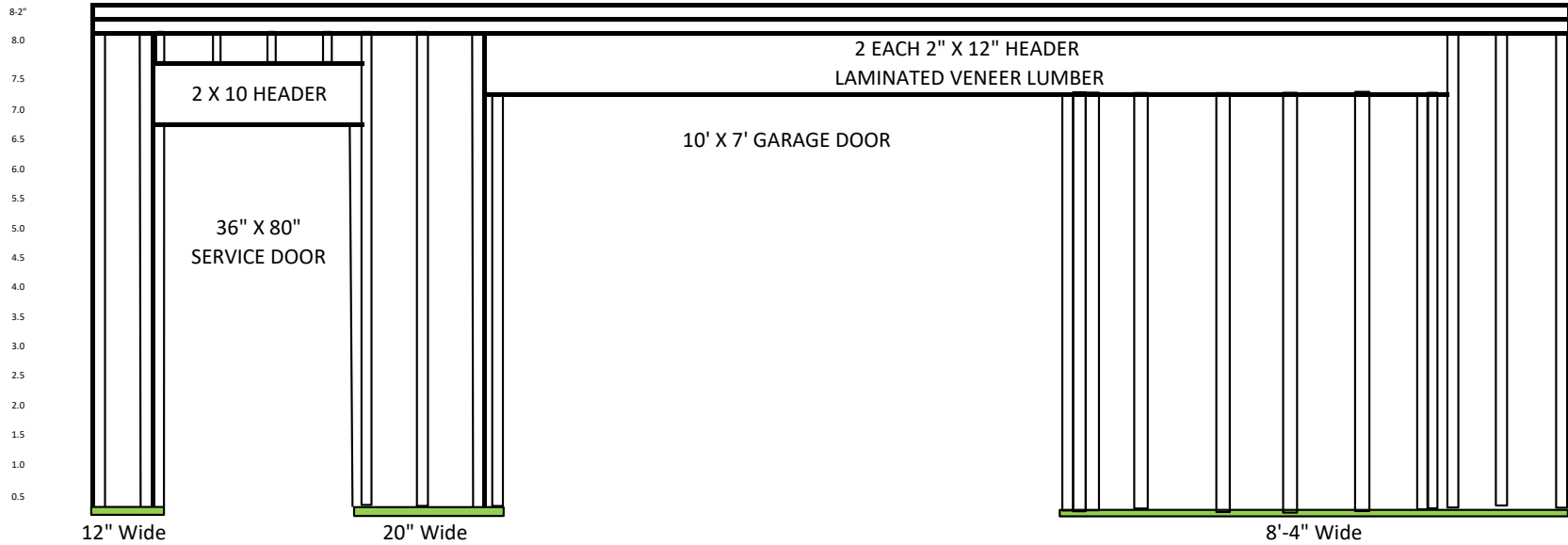
Attachment 1

Richard Thompson
 6972 Lakeview Dr.
 Lino Lakes, MN 55014

ITEM #

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NOTES

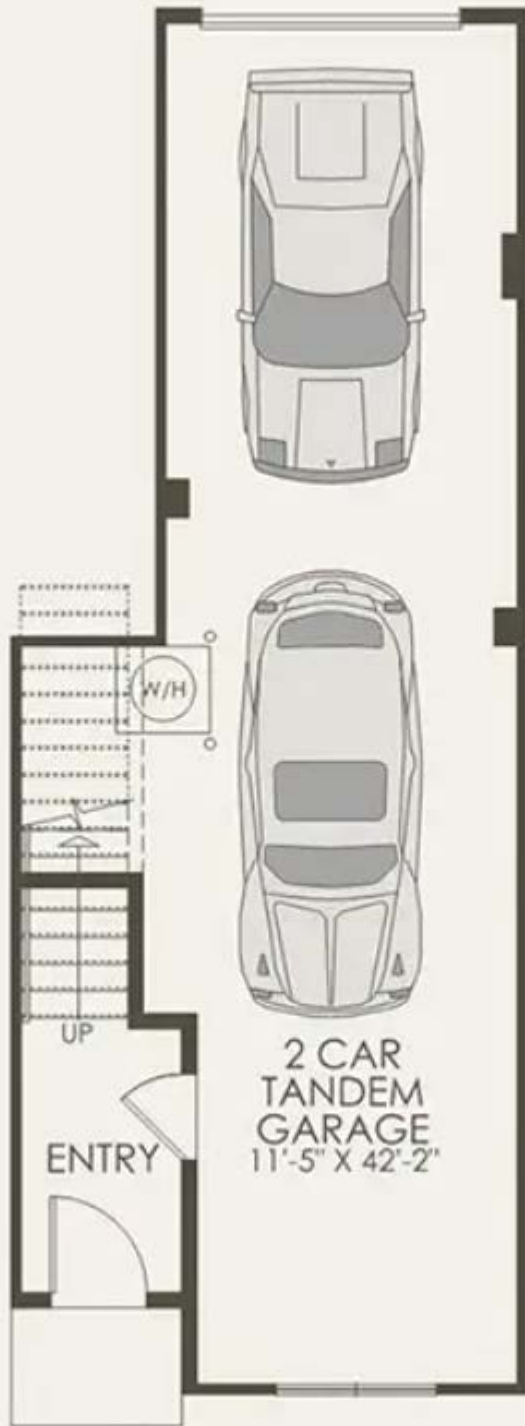
1. 2 X 4 Studs 16" OC
- 2 Green treat bottom plate
3. 1/2" wedge anchor to secure bottom plate to concrete floor
4. Hurricane clips to tie rafters to wall
5. 5/8" OSB sheathing
6. Double 4" X 8" Dutch Vinyl siding to match existing house
7. End of walls tied into existing walls with 3" screws every 16"
8. Hurricane clips to
9. Rafters are 2' OC
10. Ceiling height is 8'-2"
11. Garage dimensions: 24'-6" X 26'-0'



16 ft Wide
Double Garage
Door



8ft Wide
Single
Garage Door





Expenditures

November 22, 2021

Check #115388 to #115483

\$504,237.82

Accounts Payable

Check Detail

User: katie.christofferson
Printed: 11/17/2021 - 9:32AM



Check Number	Check Date	Check Description	Amount
14 - AFSCME Council #5 101-000-2040-000			
115388	11/12/2021	PR Batch 00002.11.2021 Union Dues A	
		Inv PR Batch 00002.11.2021 Union Dues AFSCME PR Batch 00002.11.2021 Union Dues AFSCME	524.70
115388 Total:			524.70
14 - AFSCME Council #5 Total:			524.70
16 - Aid Electric Corporation			
115392	11/22/2021		
		Inv 67542 Add TV outlet and replace switches in PD	628.65
		Inv 67596 New generator installation at Lift Stati	2,570.00
115392 Total:			3,198.65
16 - Aid Electric Corporation Total:			3,198.65
1595 - Allied Oil & Supply, Inc.			
115393	11/22/2021		
		Inv 580677-00 55 gallons 5w20 Engine Oil	709.21
		Inv 580779-00 55 gallons 5w40 Diesel Engine Oil	1,098.75
115393 Total:			1,807.96
1595 - Allied Oil & Supply, Inc. Total:			1,807.96
42 - Anoka County Property Records & Taxation			
115394	11/22/2021		
		Inv 21-70280 Easement Encroachment Agreements	92.00
		Inv 21-72497 Easement Encroachment Agreements	184.00
		Inv 21-74178 Easement Encroachment Agreements	184.00
115394 Total:			460.00
42 - Anoka County Property Records & Taxation Total:			460.00
54 - Aspen Mills, Inc.			
115395	11/22/2021		
		Inv 282265 Uniform Allowance - D. Thill	212.50
		Inv 282688 Uniform Allowance - G. Carlson	106.90
		Inv 282748 Uniform Allowance - W. Owens	495.45
		Inv 282766 Uniform Allowance - B. McReavy	304.50

Check Number	Check Date	Check Description	Amount
Inv 282883		Uniform Allowance - G. Carlson	36.50
Inv CM4405		Uniform Allowance - Credit	-109.90
115395 Total:			1,045.95
54 - Aspen Mills, Inc. Total:			1,045.95
55 - Auto Nation Ford White Bear Lake			
115396	11/22/2021		
Inv 117764		Stabilizer link and bushings #396	109.64
Inv 577453		Replaced water pump, axle shaft, engine	3,189.60
115396 Total:			3,299.24
55 - Auto Nation Ford White Bear Lake Total:			3,299.24
68 - Bartell, Julianne			
115397	11/22/2021		
Inv 10/28/2021		Election mileage reimbursement	111.93
115397 Total:			111.93
68 - Bartell, Julianne Total:			111.93
85 - Bluetarp Financial, Inc.			
115398	11/22/2021		
Inv 210354		Snow plow oil and guides	251.74
Inv 210759		Water main repair	50.48
115398 Total:			302.22
85 - Bluetarp Financial, Inc. Total:			302.22
116 - CenterPoint Energy			
115399	11/22/2021	150	
Inv October 2021		160 Natural Gas	598.32
115399 Total:			598.32
116 - CenterPoint Energy Total:			598.32
136 - City of Roseville			
115400	11/22/2021		
Inv 0230458		Adobe Full License - M. Sawyer	607.00
Inv 0230459		Adobe Full License - A. Turner	607.00
Inv 0230460		LaserFiche License - M. Sawyer	1,003.49
Inv 0230494		November IT Services	18,216.98
115400 Total:			20,434.47

Check Number	Check Date	Check Description	Amount
136 - City of Roseville Total:			20,434.47
138 - City of St. Paul			
115401	11/22/2021		
		Inv IN47176 July Asphalt	12,508.67
115401 Total:			12,508.67
138 - City of St. Paul Total:			12,508.67
149 - Connexus Energy			
115402	11/22/2021	05	
		Inv October 2021 06 Electric	4,213.04
115402 Total:			4,213.04
149 - Connexus Energy Total:			4,213.04
1278 - Core & Main LP			
115403	11/22/2021		
		Inv P916784 24 Meters	3,360.00
115403 Total:			3,360.00
1278 - Core & Main LP Total:			3,360.00
157 - Crown Marking, Inc.			
115404	11/22/2021		
		Inv OE-82728 Replace Check #114976 Name Plates - A. T	37.09
		Inv OE-82921 Replace Check #114976 Name Plates - C. G	20.46
		Inv OE-83411 Name Plates - L. Buchmeier & J. Parsons	36.87
115404 Total:			94.42
157 - Crown Marking, Inc. Total:			94.42
167 - Dalco, Inc.			
115405	11/22/2021		
		Inv 3851652 Garbage can liners, kleenex, hand saniti	881.61
		Inv 3852533 Sanitary liners	24.00
		Inv 3854451 Hair and body wash, toilet tissue, urina	387.18
		Inv 3855527 Hand soap, toilet tissue, toilet air fre	78.18
115405 Total:			1,370.97
167 - Dalco, Inc. Total:			1,370.97
1757 - Davis, Phillip			
115406	11/22/2021		
		Inv 11/8/2021 Organic Site Tour mileage reimbursement	45.92

Check Number	Check Date	Check Description	Amount
115406 Total:			45.92
1757 - Davis, Phillip Total:			45.92
172 - DeGardner, Richard			
115407	11/22/2021		
	Inv 11/12/2021	Park site mileage reimbursement	77.28
115407 Total:			77.28
172 - DeGardner, Richard Total:			77.28
1261 - Dell Marketing LP			
115408	11/22/2021		
	Inv 10529139601	Computer & docking station - K. Schmidt	1,154.37
115408 Total:			1,154.37
1261 - Dell Marketing LP Total:			1,154.37
1805 - DSGW			
115409	11/22/2021		
	Inv 021121.00-1	Lino Lakes Rec Center Renovation Consult	300.00
115409 Total:			300.00
1805 - DSGW Total:			300.00
192 - Emergency Apparatus Maintenance			
115410	11/22/2021		
	Inv 120983	Intake relief valve piston assembly #621	469.18
115410 Total:			469.18
192 - Emergency Apparatus Maintenance Total:			469.18
204 - Factory Motor Parts Company			
115411	11/22/2021		
	Inv 159-057642	Free battery replacement (warranty)	-124.64
	Inv 159-058867	Batteries #303, #393, stock	378.12
	Inv 1-7219686	Brake rotors	170.52
	Inv 1-7219761	Brake rotors	145.84
	Inv 41-560870	Oil filters	36.00
	Inv 41-561885	Brake rotors	72.92
115411 Total:			678.76
204 - Factory Motor Parts Company Total:			678.76

Check Number	Check Date	Check Description	Amount
210 - Ferguson Waterworks #2518			
115412	11/22/2021	Inv 0485909 Green marking paint	65.04
115412 Total:			65.04
210 - Ferguson Waterworks #2518 Total:			65.04
211 - Filtration Systems, Inc.			
115413	11/22/2021	Inv 104880 Air filters for City Hall andPD	708.84
115413 Total:			708.84
211 - Filtration Systems, Inc. Total:			708.84
216 - First Advantage Occ.			
115414	11/22/2021	Inv 2506792109 Annual Enrollment - E. Olson	34.19
		Inv 2507262110 Annual Enrollment - Gray, Drug Testing-	259.97
115414 Total:			294.16
216 - First Advantage Occ. Total:			294.16
225 - Frattallone's/Circle Pines Ace			
115415	11/22/2021	Inv 076218/G Fasteners for jetter trailer #509	2.16
		Inv 076219/G Replacement glass for fuel dispenser	11.50
115415 Total:			13.66
225 - Frattallone's/Circle Pines Ace Total:			13.66
1386 - Frontier Ag & Turf			
115416	11/22/2021	Inv P26942 Cushion	193.12
		Inv P27344 Chainsaw chains	43.98
		Inv P27601 Wheel bolt #135	13.35
		Inv P28222 Flail mower repair	224.15
115416 Total:			474.60
1386 - Frontier Ag & Turf Total:			474.60
233 - GDO Law 101-414-4303-000			
115417	11/22/2021	Inv 7513 October Forfeitures	262.50
		Inv 7514 November Prosecutor Contract	8,500.00
115417 Total:			8,762.50

Check Number	Check Date	Check Description	Amount
233 - GDO Law Total:			8,762.50
244 - Gopher State One-Call			
115418	11/22/2021		
Inv 1080540	August Tickets		828.90
Inv 1090540	September Tickets		768.15
Inv 1100540	October Tickets		737.10
115418 Total:			2,334.15
244 - Gopher State One-Call Total:			2,334.15
762 - Grochala, Michael			
115419	11/22/2021		
Inv 11/4/2021	Coffee for EDAC		14.99
115419 Total:			14.99
762 - Grochala, Michael Total:			14.99
258 - H&L Mesabi Company			
115420	11/22/2021		
Inv 08930	Plow cutting edges		6,108.00
Inv 08934	Trade in old cutting edges		-626.64
Inv 08940	Plow cutting edge nuts & bolts		175.00
115420 Total:			5,656.36
258 - H&L Mesabi Company Total:			5,656.36
290 - Hogstad Osterhues, Lisa			
115421	11/22/2021		
Inv 11/2/2021	Election preparation mileage reimburseme		72.24
115421 Total:			72.24
290 - Hogstad Osterhues, Lisa Total:			72.24
294 - Hotsy Equipment of Minnesota			
115422	11/22/2021		
Inv 10212	Bulk soap		353.93
115422 Total:			353.93
294 - Hotsy Equipment of Minnesota Total:			353.93
1749 - Huebsch Services			
115423	11/22/2021		
Inv 20104637	Mats		25.08

Check Number	Check Date	Check Description	Amount
Inv 20104638		Mats	34.15
Inv 20106021		Mats	52.89
Inv 20106022		Shop towels	40.25
Inv 20106024		Mats	58.07
Inv 20106026		Mats	54.06
Inv 20106028		Mats	34.15
Inv 20107348		Mats	34.15
Inv 20107349		Mats	25.08
Inv 20108704		Mats	34.15
Inv 20108705		Mats	54.06
Inv 20108706		Shop towels	40.25
115423 Total:			486.34
1749 - Huebsch Services Total:			486.34
304 - Hydraulics Plus & Consulting			
115424	11/22/2021		
Inv 14822		2 custom hoses for the wing #200	121.86
115424 Total:			121.86
304 - Hydraulics Plus & Consulting Total:			121.86
306 - Image Printing & Graphics, Inc			
115425	11/22/2021		
Inv 160069		250 Police Recruiting Flyers	67.50
115425 Total:			67.50
306 - Image Printing & Graphics, Inc Total:			67.50
1177 - Innovative Office Solutions LLC			
115426	11/22/2021		
Inv IN3537985		Toner, paper, wipes	224.50
115426 Total:			224.50
1177 - Innovative Office Solutions LLC Total:			224.50
311 - Instrumental Research, Inc.			
115427	11/22/2021		
Inv 3732		October Water Testing	670.00
115427 Total:			670.00
311 - Instrumental Research, Inc. Total:			670.00
312 - International Union 101-000-2040-000			
115389	11/12/2021	PR Batch 00002.11.2021 Union Dues 4	
Inv		PR Batch 00002.11.2021 Union Dues 49ers PR Batch 00002.11.2021 Union Dues 49ers	560.00

Check Number	Check Date	Check Description	Amount
115389 Total:			560.00
312 - International Union Total:			560.00
313 - Interstate Power Systems, Inc.			
115428	11/22/2021		
Inv R001179872:01		Semi-Annual Inspection - 1473Snowgoose	335.00
Inv R001179875:01		Semi-Annual Inspection - 7199Stage Coac	335.00
Inv R001179877:01		Semi-Annual Inspection & coolant repair	420.00
Inv R001180740:01		Semi-Annual Inspection - 6666Blackduck	335.00
115428 Total:			1,425.00
313 - Interstate Power Systems, Inc. Total:			1,425.00
757 - Jimmy's Johnnys 101-450-4410-000			
115429	11/22/2021		
Inv 194689		Toilet Rental - City Hall Park	60.00
Inv 194690		Toilet Rental - Sunrise Park	114.28
Inv 194691		Toilet Rental - Birch Park	60.00
Inv 194692		Toilet Rental - Lino Park	80.00
Inv 194693		Toilet Rental - Sunset Oaks Park	25.71
115429 Total:			339.99
757 - Jimmy's Johnnys Total:			339.99
338 - Kennedy & Graven, Chartered			
115430	11/22/2021		
Inv 163996		September Legal Services	1,129.00
115430 Total:			1,129.00
338 - Kennedy & Graven, Chartered Total:			1,129.00
358 - L'Allier, Daniel			
115431	11/22/2021		
Inv 10/23/2021		MN Fire Chiefs Association Conference -	30.00
115431 Total:			30.00
358 - L'Allier, Daniel Total:			30.00
365 - Law Enforcement Labor Services 101-000-2040-000			
115390	11/12/2021	PR Batch 00002.11.2021 Union Dues I	
Inv PR Batch 00002.11.2021 Union Dues LELS		PR Batch 00002.11.2021 Union Dues LELS	1,460.50
115390 Total:			1,460.50

Check Number	Check Date	Check Description	Amount
365 - Law Enforcement Labor Services Total:			1,460.50
1615 - Lennar MN Division			
115432	11/22/2021		
Inv 2020-00250		Escrow Release - 2020 DiamondLn	3,400.00
Inv 2020-00723		Escrow Release - 2052 DiamondLn	2,400.00
Inv 2020-01126		Escrow Release - 7300 Crane Dr	5,400.00
Inv 2020-01330		Escrow Release - 2043 Balsam Way	4,400.00
Inv 2020-02067		Escrow Release - 1996 DiamondLn	6,400.00
Inv 2020-02270		Escrow Release - 7233 Crane Dr	7,400.00
Inv 2020-02286		Escrow Release - 2027 DiamondLn	6,400.00
Inv 2020-02287		Escrow Release - 2008 DiamondLn	3,400.00
Inv 2021-00077		Escrow Release - 7208 Crane Dr	3,400.00
Inv 2021-00241		Escrow Release - 2118 Itasca Cir	2,400.00
Inv 2021-00245		Escrow Release - 7311 Watermark Way	3,400.00
Inv 2021-00258		Escrow Release - 7337 Eden Cir	900.00
115432 Total:			49,300.00
1615 - Lennar MN Division Total:			49,300.00
394 - Macqueen Equipment, Inc.			
115433	11/22/2021		
Inv P01179		Mask bags	400.71
Inv P38216		Street sweeper parts #252	370.38
Inv P38241		Street sweeper parts #252	17.41
115433 Total:			788.50
394 - Macqueen Equipment, Inc. Total:			788.50
399 - Mansfield Oil Company 101-431-4212-000			
115434	11/22/2021		
Inv 22704371		Gasoline - 2,200 gallons	6,360.26
Inv 22704378		Diesel fuel - 1,300 gallons	4,144.14
115434 Total:			10,504.40
399 - Mansfield Oil Company Total:			10,504.40
1668 - Marsden Bldg Maintenance, LLC			
115435	11/22/2021		
Inv 353641		November Janitorial Services	3,856.00
Inv 353642		November Janitorial Services	1,044.60
Inv 353643		November Janitorial Services	631.58
Inv 353644		November Janitorial Services	691.82
Inv 353659		November Janitorial Services	1,809.08
115435 Total:			8,033.08
1668 - Marsden Bldg Maintenance, LLC Total:			8,033.08

Check Number	Check Date	Check Description	Amount
404 - Martin-McAllister			
115436	11/22/2021	Inv 14190 New Hire Testing - S. Bonczek	550.00
115436 Total:			550.00
404 - Martin-McAllister Total:			550.00
418 - Menards - Forest Lake			
115437	11/22/2021	Inv 73293 Door repair	33.73
		Inv 73458 Cleaning supplies	14.85
		Inv 73471 Copper valves and copper fittings	41.13
		Inv 73664 Extruded aluminum tongue & groove	19.97
		Inv 73722 Door repair	13.15
115437 Total:			122.83
418 - Menards - Forest Lake Total:			122.83
1169 - Meridian Energy Products			
115438	11/22/2021	Inv 2111031 Rice Lake Estates street light change ov	11,783.00
115438 Total:			11,783.00
1169 - Meridian Energy Products Total:			11,783.00
423 - Met Council Environmental Services 602-495-4405-000			
115439	11/22/2021	Inv 0001131753 December Waste Water Services	82,374.02
115439 Total:			82,374.02
423 - Met Council Environmental Services Total:			82,374.02
420 - Met Council Environmental Services (SAC)			
115440	11/22/2021	Inv 11/1/2021 October 2021 SAC	41,822.55
115440 Total:			41,822.55
420 - Met Council Environmental Services (SAC) Total:			41,822.55
421 - Metro Sales Incorporated			
115441	11/22/2021	Inv INV1922087 Copier Maintenance Contract -Ricoh/IM C	189.22
		Inv INV1923018 Copier Maintenance Contract -Ricoh/IM C	238.22
115441 Total:			427.44

Check Number	Check Date	Check Description	Amount
421 - Metro Sales Incorporated Total:			427.44
1107 - MHSRC/Range			
115442	11/22/2021		
Inv 337900-8935		Tuition - R. Strub	455.00
Inv 337900-8944		Tuition - M. Carlson & K. Sinna	910.00
115442 Total:			1,365.00
1107 - MHSRC/Range Total:			1,365.00
1677 - MNSPECT, LLC			
115443	11/22/2021		
Inv 8783		Inspection Services	2,040.00
115443 Total:			2,040.00
1677 - MNSPECT, LLC Total:			2,040.00
471 - Muellner Blacktop Inc.			
115444	11/22/2021		
Inv 2981		Paving on West Shadow Lake Dr	15,840.00
115444 Total:			15,840.00
471 - Muellner Blacktop Inc. Total:			15,840.00
477 - NAC Mechanical & Electrical			
115445	11/22/2021		
Inv 190285		Maintenance HVAC inspection	4,696.00
Inv 190418		Annual boiler maintenance	2,450.00
115445 Total:			7,146.00
477 - NAC Mechanical & Electrical Total:			7,146.00
497 - Northway Irrigation/Landscape			
115446	11/22/2021		
Inv 111237		Micro drip fittings - City Hall	79.30
Inv 111261		Valve repair - Community Greens	427.83
Inv 111998		Valve repair - Community Greens	594.00
Inv 114523		New commercial irrigation installation -	10,398.00
Inv 114730		Winterization	346.50
115446 Total:			11,845.63
497 - Northway Irrigation/Landscape Total:			11,845.63
508 - Optum			

Check Number	Check Date	Check Description	Amount
115447	11/22/2021		
		Inv 10199063598 October Retiree & Cobra Fees	90.00
115447 Total:			90.00
508 - Optum Total:			90.00
509 - O'Reilly Automotive Stores			
115448	11/22/2021		
		Inv 5914-179735 Wiper blades	180.30
115448 Total:			180.30
509 - O'Reilly Automotive Stores Total:			180.30
530 - Petty Cash - Tracy Thoma			
115449	11/22/2021		
		Inv 11/5/2021 USPS Priority Mail	3.60
115449 Total:			3.60
530 - Petty Cash - Tracy Thoma Total:			3.60
546 - Pomp's Tire Service, Inc.			
115450	11/22/2021		
		Inv 150149024 14 - Police SUV tires	1,991.08
		Inv 150149063 3 - Police SUV tires	392.97
		Inv 150149064 4 tires for #805	561.80
		Inv 150149083 Mount and balance 6 new tires- replace	3,476.11
		Inv 150149153 4 tires #412	750.32
		Inv 150149223 4 tires #267	750.32
115450 Total:			7,922.60
546 - Pomp's Tire Service, Inc. Total:			7,922.60
551 - Premium Waters, Inc. 101-432-4410-500			
115451	11/22/2021		
		Inv 608414-10-21 Kandiyohi water	125.23
115451 Total:			125.23
551 - Premium Waters, Inc. Total:			125.23
552 - Press Publications, Inc.			
115452	11/22/2021		
		Inv 719183 Canvass of Election	30.72
		Inv 719184 Sample Ballot	163.84
		Inv 719185 Notice of Election	133.12
		Inv 719899 Special Work Session	30.72

Check Number	Check Date	Check Description	Amount
115452 Total:			358.40
552 - Press Publications, Inc. Total:			358.40
1092 - Quadient Finance USA, Inc.			
115453	11/22/2021		
	Inv 11/14/2021	Postage machine postage	500.00
115453 Total:			500.00
1092 - Quadient Finance USA, Inc. Total:			500.00
571 - Republic Services #899 101-432-4384-503			
115454	11/22/2021		
	Inv 0899-003795203	November Organics City Hall	191.77
115454 Total:			191.77
571 - Republic Services #899 Total:			191.77
579 - Rock Gardens, Inc.			
115455	11/22/2021		
	Inv 133705	Well 3 Landscape Project	100.40
115455 Total:			100.40
579 - Rock Gardens, Inc. Total:			100.40
1410 - Rupp, Anderson, Squires & Waldspurger, P.A.			
115456	11/22/2021		
	Inv 13825	August Legal Services	3,010.00
115456 Total:			3,010.00
1410 - Rupp, Anderson, Squires & Waldspurger, P.A. Total:			3,010.00
1535 - S&S Industrial Hardware Supply			
115457	11/22/2021		
	Inv 320245	Nuts & bolts for valve repair	99.10
115457 Total:			99.10
1535 - S&S Industrial Hardware Supply Total:			99.10
587 - Safe-Fast, Inc.			
115458	11/22/2021		
	Inv INV252814	Gloves and ear plugs	135.16
115458 Total:			135.16

Check Number	Check Date	Check Description	Amount
587 - Safe-Fast, Inc. Total:			135.16
1578 - SBRK Finance Holdings, Inc			
115459	11/22/2021		
		Inv INV-007765 October UB Payments Trans Fee/Acct Fee	735.00
115459 Total:			735.00
1578 - SBRK Finance Holdings, Inc Total:			735.00
1777 - Schuhbauer, Leslie & Benno			
115460	11/22/2021		
		Inv 2020-00601 Escrow Release - 7020 West Shadow Lake D	3,400.00
115460 Total:			3,400.00
1777 - Schuhbauer, Leslie & Benno Total:			3,400.00
1802 - SGP Contracting, Inc			
115461	11/22/2021		
		Inv 202100-102621 Gate valve repair	2,883.92
115461 Total:			2,883.92
1802 - SGP Contracting, Inc Total:			2,883.92
745 - Silver Star Industries			
115462	11/22/2021		
		Inv BLN-67261-01 Seat cover #600	167.95
115462 Total:			167.95
745 - Silver Star Industries Total:			167.95
854 - Spartan Promotional Group, Inc			
115463	11/22/2021		
		Inv 602920 600 LED Flashlights	2,035.92
115463 Total:			2,035.92
854 - Spartan Promotional Group, Inc Total:			2,035.92
634 - Staples Business Credit			
115464	11/22/2021		
		Inv 1638510738 Note pads, name badges, labelmaker tape	58.80
115464 Total:			58.80

Check Number	Check Date	Check Description	Amount
634 - Staples Business Credit Total:			58.80
1095 - Stop Stick, Ltd.			
115465	11/22/2021		
		Inv 0022576-IN Stop stick kit	558.00
115465 Total:			558.00
1095 - Stop Stick, Ltd. Total:			558.00
645 - Streicher's, Inc.			
115466	11/22/2021		
		Inv 1528359 Uniform Allowance - V. Klosner	459.94
		Inv 1528790 Uniform Allowance - D. Thill	40.74
		Inv 1531918 Uniform Allowance - R. Strub	89.98
115466 Total:			590.66
645 - Streicher's, Inc. Total:			590.66
649 - Sycom, Inc.			
115467	11/22/2021		
		Inv A03-2223A Lightning strike antenna repair	4,600.52
115467 Total:			4,600.52
649 - Sycom, Inc. Total:			4,600.52
651 - T.A. Schifsky and Sons, Inc.			
115468	11/22/2021		
		Inv 21-262/#1 Shouldering - Bald Eagle Blvd, Lilac St,	25,290.00
115468 Total:			25,290.00
651 - T.A. Schifsky and Sons, Inc. Total:			25,290.00
655 - TASC - Client Invoices			
115469	11/22/2021		
		Inv IN2181667 October Admin Fees	100.50
115469 Total:			100.50
655 - TASC - Client Invoices Total:			100.50
659 - Tessman Company			
115470	11/22/2021		
		Inv S346785-IN Straw blanket and staples	539.50
115470 Total:			539.50

Check Number	Check Date	Check Description	Amount
659 - Tessman Company Total:			539.50
1553 - Thomas Motors, Inc.			
115471	11/22/2021		
		Inv 33513 DOT Inspection #210	103.00
		Inv 33514 DOT Inspection #200	103.00
		Inv 33515 DOT Inspection #218	103.00
		Inv 33516 DOT Inspection #260	103.00
		Inv 33517 DOT Inspection #413	103.00
		Inv 33518 DOT Inspection #215	103.00
		Inv 33519 DOT Inspection #239	103.00
115471 Total:			721.00
1553 - Thomas Motors, Inc. Total:			721.00
671 - Trans Union LLC			
115472	11/22/2021		
		Inv 10106029 Background Check	47.67
115472 Total:			47.67
671 - Trans Union LLC Total:			47.67
1364 - Trenchers Plus, Inc.			
115473	11/22/2021		
		Inv IT02277 Filters for vac trailer #501	2,289.43
115473 Total:			2,289.43
1364 - Trenchers Plus, Inc. Total:			2,289.43
681 - Twin Cities Transport & Recovery			
115474	11/22/2021		
		Inv 21-1030-70554 ICR #21245687	85.00
115474 Total:			85.00
681 - Twin Cities Transport & Recovery Total:			85.00
686 - U.S. Bank			
115475	11/22/2021		
		Inv 6175921 2021A Registrar Fee	850.00
115475 Total:			850.00
686 - U.S. Bank Total:			850.00
687 - U.S. Bank Visa			
115476	11/22/2021		

Check Number	Check Date	Check Description	Amount
Inv 11/16/2021		Holiday Station/October Car Washes	12,905.33
115476 Total:			12,905.33
687 - U.S. Bank Visa Total:			12,905.33
704 - W.W. Goetsch Associates, Inc.			
115477	11/22/2021		
Inv 107100		Flygt impeller	3,924.00
115477 Total:			3,924.00
704 - W.W. Goetsch Associates, Inc. Total:			3,924.00
1104 - Walters Recycling & Refuse			
115478	11/22/2021	30 - Marshan Park	
Inv 5749031		45 - 7741 Lake Drive Trash & Recycling	1,023.31
115478 Total:			1,023.31
115479	11/22/2021		
Inv 5748939		Trash & Recycling	129.42
115479 Total:			129.42
1104 - Walters Recycling & Refuse Total:			1,152.73
1804 - Wes Pederson LLC			
115391	11/12/2021		
Inv 12567		Anoka County Fire Protection Council Qua	250.50
115391 Total:			250.50
1804 - Wes Pederson LLC Total:			250.50
731 - Wipers & Wipes, Inc.			
115480	11/22/2021		
Inv OE-583979-1		Paper towels	202.69
115480 Total:			202.69
731 - Wipers & Wipes, Inc. Total:			202.69
733 - WSB & Associates, Inc.			
115481	11/22/2021		
Inv 0-002988-560-39		September Saddle Club 4th	220.00
Inv R-011406-000-20		September Nature's Refuge	246.00
Inv R-012065-000-25		September 49 & J Lift Station, Sewer and	2,456.25
Inv R-012365-000-32		September Lyngblomsten	797.00
Inv R-012443-000-36		September Watermark 1st Addition	1,622.00
Inv R-012469-000-35		September Eastside Villas	207.00

Check Number	Check Date	Check Description	Amount
Inv R-013091-000-35	September	Water Tower No. 3	4,662.25
Inv R-014757-000-23	September	Watermark 2nd Addition	1,527.00
Inv R-015294-000-9	September	2019 Source Water Protection P	862.50
Inv R-015306-000-22	September	Nadeau Acres	3,513.50
Inv R-015628-000-20	September	Watermark 3rd Addition	1,435.00
Inv R-016201-000-11	September	Laborer's Union Training Cente	164.00
Inv R-016587-000-10	September	Lino B - Otter Crossing Plat	6,043.00
Inv R-016591-000-12	September	2021 Birch Street Watermain Im	766.50
Inv R-017006-000-12	September	2021 Street Improvement Projec	17,586.50
Inv R-017210-000-8	September	2022 77th Street Feasibility R	7,274.50
Inv R-017363-000-10	September	Watermark 4th Addition	1,664.00
Inv R-017371-000-9	September	2021 General Engineering Servi	7,400.00
Inv R-017372-000-9	September	2021 Miscellaneous Escrow Acco	493.00
Inv R-017373-000-9	September	2021 Private Utility Permits	2,132.00
Inv R-017374-000-9	September	2021 GPS/GIS Miscellaneous Ass	545.50
Inv R-017505-000-7	September	2021 Surface Water Maintenance	613.25
Inv R-017518-000-8	September	Storm Water Utility	2,202.50
Inv R-017705-000-2	September	2021 East Shadow Lake Drive I&	2,180.00
Inv R-017706-000-7	September	2021 Street Maintenance Projec	1,778.00
Inv R-018131-000-6	September	Nadeau Acres 2nd Addition	4,382.00
Inv R-018272-000-4	September	East Region Plan - NE Drainage	5,004.75
Inv R-018377-000-4	September	2021 Pond Surveys	2,331.50
Inv R-018390-000-2	September	Bald Eagle Addition	326.00
Inv R-018524-000-4	September	Winters Wetland Bank	971.00
Inv R-018601-000-2	September	Water Treatment Plant Pilot St	7,336.50
Inv R-018678-000-3	September	2021 Water Service Condition R	2,085.50
Inv R-018762-000-2	September	East Region NE Drainage Area W	629.00
Inv R-018781-000-2	September	Lake Amelia Wood	2,100.50
Inv R-018901-000-1	September	Shenandoah Park Wetland BMP	2,572.25
Inv R-018937-000-1	September	Pavement Management2021	1,299.50
Inv R-018966-000-1	September	Belland Farms	3,809.25
Inv R-019038-000-1	September	Associated Eye CarePartners/B	1,020.00
115481 Total:			102,259.00
733 - WSB & Associates, Inc. Total:			102,259.00
741 - Zarnoth Brush Works, Inc.			
115482	11/22/2021		
Inv 0082680		Main broom for street sweeper#252	524.00
115482 Total:			524.00
741 - Zarnoth Brush Works, Inc. Total:			524.00
743 - Ziegler, Inc.			
115483	11/22/2021		
Inv IN000310938		Replacement hose #251	85.48
115483 Total:			85.48
743 - Ziegler, Inc. Total:			85.48

Check Number	Check Date	Check Description	Amount
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Total:			504,237.82
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City of Lino Lakes
Activity Codes

<u>Code</u>	<u>Description</u>	<u>Code</u>	<u>Description</u>
401	Mayor/Council	817	Spring Fling
402	Administration	818	Winter Festival
403	Elections	819	Community Gardens
404	Cable TV	822	Family Corn Roast
405	Charter Administration	827	Gobbler Games
407	Finance	830	Adult Golf Lessons
414	Legal Consultants	835	Youth Skating Class
415	Economic Development	850	Golf Academy
416	Planning & Zoning	856	Youth Soccer
417	Engineering	857	Soccer Fundamentals
418	Community Development	860	Secret Shop
420	Police Protection	864	Preschool Playtime
421	Fire Protection	868	Little Goblins Party
422	Building Inspections	871	Flag Football
430	Streets	875	Snow Day
431	Fleet Management	876	Kite Day
432	Government Buildings	877	Rockin' in the Park
450	Parks	879	Movies in the Park
451	Recreation	890	Senior Programs
461	Environmental		
462	Solid Waste Abatement		
463	Forestry		
494	Water		
495	Sanitary Sewer		
499	Other		
802	Dodgeball Camp		
806	Youth T-Ball		
808	Youth Baseball Camp		
810	Youth Playground		
811	Youth Safety Camp		
812	Youth Art Camps		
814	Senior Programs/Book Club		



**AP Checks by Account Number
11/22/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
U.S. Bank Visa	101-000	101-000-1550-000	25.56	115476	MN Dept of Ag/Tree Care Registry Annual Fee
U.S. Bank Visa	101-000	101-000-1550-000	702.00	115476	American Planning Association/Annual Membership - M. Grochala
U.S. Bank Visa	101-000	101-000-1550-000	250.00	115476	BCA/Tuition A. Turner
U.S. Bank Visa	101-000	101-000-1550-000	102.00	115476	MN Board of Accountancy/2022 CPA Certificate Renewal - H. Lynch
U.S. Bank Visa	101-000	101-000-1550-000	337.50	115476	University of MN/Ecological Restoration training course
AFSCME Council #5	101-000	101-000-2040-000	524.70	115388	PR Batch 00002.11.2021 Union Dues AFSCME
International Union	101-000	101-000-2040-000	560.00	115389	PR Batch 00002.11.2021 Union Dues 49ers
Law Enforcement Labor Services	101-000	101-000-2040-000	1,460.50	115390	PR Batch 00002.11.2021 Union Dues LELS
Anoka County Property Records & Taxation	101-000	101-000-2081-000	92.00	115394	Easement Encroachment Agreements
Anoka County Property Records & Taxation	101-000	101-000-2081-000	184.00	115394	Easement Encroachment Agreements
Anoka County Property Records & Taxation	101-000	101-000-2081-000	184.00	115394	Easement Encroachment Agreements
Met Council Environmental Services (SAC)	101-000	101-000-2120-000	42,245.00	115440	October 2021 SAC
Met Council Environmental Services (SAC)	101-000	101-000-3414-000	-422.45	115440	October 2021 SAC
	101-000 Total		46,244.81		
Press Publications Inc.	101-401	101-401-4340-000	30.72	115452	Special Work Session
U.S. Bank Visa	101-401	101-401-4900-000	118.90	115476	Styled Stems/Sympathy Flowers for R. DeGardner's Step Father
U.S. Bank Visa	101-401	101-401-4900-000	130.79	115476	Target/Employee Appreciation gift and gift cards
	101-401 Total		280.41		
First Advantage Occ.	101-402	101-402-4300-000	259.97	115414	Annual Enrollment - Gray Drug Testing- Gray Poundstone Miller
First Advantage Occ.	101-402	101-402-4300-000	34.19	115414	Annual Enrollment - E. Olson
Martin-McAllister	101-402	101-402-4300-000	550.00	115436	New Hire Testing - S. Bonczek
Optum	101-402	101-402-4310-000	90.00	115447	October Retiree & Cobra Fees
U.S. Bank Visa	101-402	101-402-4330-000	24.23	115476	The Market at Malcom Yards/Program lunch during session
U.S. Bank Visa	101-402	101-402-4330-000	22.96	115476	The Market at Malcom Yards/Lunch during program
TASC - Client Invoices	101-402	101-402-4410-000	100.50	115469	October Admin Fees
	101-402 Total		1,081.85		
Bartell Julianne	101-403	101-403-4200-000	52.08	115397	Election mileage reimbursement
Bartell Julianne	101-403	101-403-4200-000	59.85	115397	Election supplies and food
Hogstad Osterhues Lisa	101-403	101-403-4200-000	72.24	115421	Election preparation mileage reimbursement
U.S. Bank Visa	101-403	101-403-4200-000	26.72	115476	Pizza T/Food for Election Judges
U.S. Bank Visa	101-403	101-403-4200-000	6.99	115476	Amazon/Tags for PollPads Elections
U.S. Bank Visa	101-403	101-403-4200-000	15.98	115476	Target/Coffee for Elections
U.S. Bank Visa	101-403	101-403-4200-000	35.44	115476	Amazon/SurgeCube for DS 200 Election equipment
U.S. Bank Visa	101-403	101-403-4200-000	64.06	115476	Pizza T/Food for Election Judges
U.S. Bank Visa	101-403	101-403-4200-000	-6.99	115476	Amazon/Tags for PollPads Elections - Return
Press Publications Inc.	101-403	101-403-4340-000	30.72	115452	Canvass of Election
Press Publications Inc.	101-403	101-403-4340-000	163.84	115452	Sample Ballot
Press Publications Inc.	101-403	101-403-4340-000	133.12	115452	Notice of Election
	101-403 Total		654.05		
City of Roseville	101-407	101-407-4310-000	16,758.98	115400	November IT Services
U.S. Bank Visa	101-407	101-407-4330-000	-20.00	115476	MNGFOA/Refund Tuition - E. Wilson
	101-407 Total		16,738.98		
Rupp Anderson Squires & Waldspurgen P.A.	101-414	101-414-4301-000	928.00	115456	August Legal Services
GDO Law	101-414	101-414-4303-000	8,500.00	115417	November Prosecutor Contract
GDO Law	101-414	101-414-4303-000	262.50	115417	October Forfeitures
	101-414 Total		9,690.50		
Kennedy & Graven Chartered	101-415	101-415-4300-000	128.50	115430	September Legal Services
	101-415 Total		128.50		
Rupp Anderson Squires & Waldspurgen P.A.	101-416	101-416-4300-000	176.00	115456	August Legal Services
U.S. Bank Visa	101-416	101-416-4330-000	15.00	115476	Sensible Land Use Coalition/Tuition - K. Larsen
Rupp Anderson Squires & Waldspurgen P.A.	101-416	101-416-4410-000	928.00	115456	August Legal Services
	101-416 Total		1,119.00		
WSB & Associates Inc.	101-417	101-417-4300-000	493.00	115481	September 2021 Miscellaneous Escrow Account
WSB & Associates Inc.	101-417	101-417-4300-000	121.50	115481	September 2021 GPS/GIS Miscellaneous Assistance
WSB & Associates Inc.	101-417	101-417-4300-000	181.50	115481	September 2021 GPS/GIS Miscellaneous Assistance
WSB & Associates Inc.	101-417	101-417-4300-000	2,132.00	115481	September 2021 Private Utility Permits
WSB & Associates Inc.	101-417	101-417-4410-000	5,180.00	115481	September 2021 General Engineering Services
	101-417 Total		8,108.00		
Grochala Michael	101-418	101-418-4200-000	14.99	115419	Coffee for EDAC
U.S. Bank Visa	101-418	101-418-4330-000	15.00	115476	Sensible Land Use Coalition/Tuition - M. Grochala
	101-418 Total		29.99		
Image Printing & Graphics Inc	101-420	101-420-4200-000	67.50	115425	250 Police Recruiting Flyers
Innovative Office Solutions LLC	101-420	101-420-4200-000	157.75	115426	Toner paper wipes
Staples Business Credit	101-420	101-420-4200-000	32.31	115464	Note pads name badges label maker tape paper plates
U.S. Bank Visa	101-420	101-420-4200-000	13.99	115476	Amazon/Bubble mailers 6X9 for discovery
U.S. Bank Visa	101-420	101-420-4200-000	-11.96	115476	VistaPrint/Refund Sales Tax
U.S. Bank Visa	101-420	101-420-4200-000	75.36	115476	Amazon/Web camera jump drives for dept use and discovery
U.S. Bank Visa	101-420	101-420-4200-000	34.97	115476	Amazon/Airpot to replace broken one
U.S. Bank Visa	101-420	101-420-4200-000	179.94	115476	VistaPrint/3 Retractable banners - Public Safety Police Fire
U.S. Bank Visa	101-420	101-420-4200-000	72.65	115476	Amazon/Web camera jump drives for dept use and discovery

U.S. Bank Visa	101-420	101-420-4211-000	51.56	115476	Fleet Farm/Firearms cleaning solution for department use
Spartan Promotional Group Inc	101-420	101-420-4214-000	2,035.92	115463	600 LED Flashlights
Staples Business Credit	101-420	101-420-4214-000	26.49	115464	Note pads name badges label maker tape paper plates
U.S. Bank Visa	101-420	101-420-4214-000	16.42	115476	Walmart/Volunteer Appreciation supplies
U.S. Bank Visa	101-420	101-420-4214-000	54.54	115476	Costco/Volunteer Appreciation supplies
U.S. Bank Visa	101-420	101-420-4214-000	350.00	115476	LAWEO Group/Table at career fair
U.S. Bank Visa	101-420	101-420-4214-000	39.98	115476	Costco/Volunteer Appreciation supplies
Stop Stick Ltd.	101-420	101-420-4240-000	558.00	115465	Stop stick kit
U.S. Bank Visa	101-420	101-420-4240-000	7.99	115476	Amazon/10ft USB Extension cable
U.S. Bank Visa	101-420	101-420-4240-000	992.21	115476	Heartland/Repair of LLPDM802
U.S. Bank Visa	101-420	101-420-4300-000	20.48	115476	Anoka County/Notary Fee - L. Hawkinson
U.S. Bank Visa	101-420	101-420-4321-000	1,850.16	115476	Verizon Wireless/Phone & Internet Services
MHSRC/Range	101-420	101-420-4330-000	455.00	115442	Tuition - R. Strub
MHSRC/Range	101-420	101-420-4330-000	910.00	115442	Tuition - M. Carlson & K. Sinna
U.S. Bank Visa	101-420	101-420-4330-000	5.00	115476	United Hospitals/Parking for Allina Ambulance Meeting
U.S. Bank Visa	101-420	101-420-4330-000	23.62	115476	Green Mill/Dining while at conference - W. Owens
U.S. Bank Visa	101-420	101-420-4330-000	-750.00	115476	MN CIT/Refund Tuition - N. Hamann
U.S. Bank Visa	101-420	101-420-4330-000	23.62	115476	Green Mill/Dining while at conference - W. Owens
U.S. Bank Visa	101-420	101-420-4330-000	245.52	115476	Best Western/Lodging while attending conference - W. Owens
U.S. Bank Visa	101-420	101-420-4330-000	-600.00	115476	ATOM/Refund Tuition - J. Cree
U.S. Bank Visa	101-420	101-420-4330-000	75.00	115476	BCA/Tuition - M. Rumpsa
Aspen Mills Inc.	101-420	101-420-4370-000	212.50	115395	Uniform Allowance - D. Thill
Aspen Mills Inc.	101-420	101-420-4370-000	-109.90	115395	Uniform Allowance - Credit
Aspen Mills Inc.	101-420	101-420-4370-000	106.90	115395	Uniform Allowance - G. Carlson
Aspen Mills Inc.	101-420	101-420-4370-000	36.50	115395	Uniform Allowance - G. Carlson
Aspen Mills Inc.	101-420	101-420-4370-000	495.45	115395	Uniform Allowance - W. Owens
Streicher's Inc.	101-420	101-420-4370-000	459.94	115466	Uniform Allowance - V. Klosner
Streicher's Inc.	101-420	101-420-4370-000	89.98	115466	Uniform Allowance - R. Strub
Streicher's Inc.	101-420	101-420-4370-000	40.74	115466	Uniform Allowance - D. Thill
U.S. Bank Visa	101-420	101-420-4370-000	126.65	115476	Aspen Mills/Strm Flashlight Polish Black Strm Battery
U.S. Bank Visa	101-420	101-420-4370-000	53.23	115476	Amazon/Uniform Allowance - G. Carlson
U.S. Bank Visa	101-420	101-420-4370-000	26.98	115476	Amazon/Uniform Allowance - G. Carlson
U.S. Bank Visa	101-420	101-420-4370-000	29.99	115476	Under Armour/Uniform Allowance - K. Sinna
Connexus Energy	101-420	101-420-4381-000	30.35	115402	Electric
		101-420 Total	8,613.33		
Innovative Office Solutions LLC	101-421	101-421-4200-000	66.75	115426	Toner paper wipes
U.S. Bank Visa	101-421	101-421-4200-000	179.93	115476	VistaPrint/3 Retractable banners - Public Safety Police Fire
U.S. Bank Visa	101-421	101-421-4200-000	-11.96	115476	VistaPrint/Refund Sales Tax
U.S. Bank Visa	101-421	101-421-4211-000	29.59	115476	Amazon/Batteries for Fire Station garage door openers
U.S. Bank Visa	101-421	101-421-4211-000	11.90	115476	Amazon/Locktite
U.S. Bank Visa	101-421	101-421-4211-000	20.40	115476	Amazon/Sensitivity Solution - FIT Test Kit
Wes Pederson LLC	101-421	101-421-4214-000	250.50	115391	Anoka County Fire Protection Council Quarterly Meeting
U.S. Bank Visa	101-421	101-421-4321-000	146.28	115476	Verizon Wireless/Phone & Internet Services
L'Allier Daniel	101-421	101-421-4330-000	30.00	115431	MN Fire Chiefs Association Conference - Parking reimbursement
U.S. Bank Visa	101-421	101-421-4330-000	697.62	115476	Pier B Resort Hotel/3 Night stay for MN Fire Chief's Conference
Aspen Mills Inc.	101-421	101-421-4370-000	304.50	115395	Uniform Allowance - B. McReavy
Macqueen Equipment Inc.	101-421	101-421-4370-000	400.71	115433	Mask bags
U.S. Bank Visa	101-421	101-421-4370-000	127.90	115476	Aspen Mills/Uniform Allowance - D. L'Allier
Trans Union LLC	101-421	101-421-4410-000	47.67	115472	Background Check
		101-421 Total	2,301.79		
U.S. Bank Visa	101-422	101-422-4321-000	35.01	115476	Verizon Wireless/Phone & Internet Services
U.S. Bank Visa	101-422	101-422-4330-000	195.00	115476	University of MN/Tuition - J. Boonstra
U.S. Bank Visa	101-422	101-422-4370-000	79.98	115476	Runnings/Uniform Allowance - P. Moonen
MNSPECT LLC	101-422	101-422-4410-000	2,040.00	115443	Inspection Services
		101-422 Total	2,349.99		
Safe-Fast Inc.	101-430	101-430-4211-000	135.16	115458	Gloves and ear plugs
City of St. Paul	101-430	101-430-4224-000	12,508.67	115401	July Asphalt
U.S. Bank Visa	101-430	101-430-4240-000	119.00	115476	The Home Depot/Cordless tool batteries
Meridian Energy Products	101-430	101-430-4381-000	11,783.00	115438	Rice Lake Estates street light change over - LED completed
Connexus Energy	101-430	101-430-4385-000	1,688.71	115402	Electric
T.A. Schifsky and Sons Inc.	101-430	101-430-4410-000	25,290.00	115468	Shouldering - Bald Eagle Blvd Lilac St Old Birch
		101-430 Total	51,524.54		
Huebsch Services	101-431	101-431-4211-000	40.25	115423	Shop towels
Huebsch Services	101-431	101-431-4211-000	40.25	115423	Shop towels
U.S. Bank Visa	101-431	101-431-4211-000	19.72	115476	Amazon/Clamp for mounting tools
Mansfield Oil Company	101-431	101-431-4212-000	4,144.14	115434	Diesel fuel - 1 300 gallons
Mansfield Oil Company	101-431	101-431-4212-000	6,360.26	115434	Gasoline - 2 200 gallons
U.S. Bank Visa	101-431	101-431-4212-000	38.46	115476	Kwik Trip/Gasoline
Allied Oil & Supply Inc.	101-431	101-431-4221-000	709.21	115393	55 gallons 5w20 Engine Oil
Allied Oil & Supply Inc.	101-431	101-431-4221-000	1,098.75	115393	55 gallons 5w40 Diesel Engine Oil
Auto Nation Ford White Bear Lake	101-431	101-431-4221-000	109.64	115396	Stabilizer link and bushings #396
Bluetarp Financial Inc.	101-431	101-431-4221-000	251.74	115398	Snow plow oil and guides
Factory Motor Parts Company	101-431	101-431-4221-000	-124.64	115411	Free battery replacement (warranty)
Factory Motor Parts Company	101-431	101-431-4221-000	145.84	115411	Brake rotors
Factory Motor Parts Company	101-431	101-431-4221-000	378.12	115411	Batteries #303 #393 stock
Factory Motor Parts Company	101-431	101-431-4221-000	72.92	115411	Brake rotors
Factory Motor Parts Company	101-431	101-431-4221-000	170.52	115411	Brake rotors

Factory Motor Parts Company	101-431	101-431-4221-000	36.00	115411	Oil filters
Frattallone's/Circle Pines Ace	101-431	101-431-4221-000	11.50	115415	Replacement glass for fuel dispenser
Frattallone's/Circle Pines Ace	101-431	101-431-4221-000	2.16	115415	Fasteners for jetter trailer #509
Frontier Ag & Turf	101-431	101-431-4221-000	43.98	115416	Chainsaw chains
Frontier Ag & Turf	101-431	101-431-4221-000	13.35	115416	Wheel bolt #135
Frontier Ag & Turf	101-431	101-431-4221-000	193.12	115416	Cushion
Frontier Ag & Turf	101-431	101-431-4221-000	224.15	115416	Flail mower repair
H&L Mesabi Company	101-431	101-431-4221-000	175.00	115420	Plow cutting edge nuts & bolts
H&L Mesabi Company	101-431	101-431-4221-000	-626.64	115420	Trade in old cutting edges
H&L Mesabi Company	101-431	101-431-4221-000	6,108.00	115420	Plow cutting edges
Hotsy Equipment of Minnesota	101-431	101-431-4221-000	353.93	115422	Bulk soap
Hydraulics Plus & Consulting	101-431	101-431-4221-000	121.86	115424	2 custom hoses for the wing #200
Macqueen Equipment Inc.	101-431	101-431-4221-000	17.41	115433	Street sweeper parts #252
Macqueen Equipment Inc.	101-431	101-431-4221-000	370.38	115433	Street sweeper parts #252
O'Reilly Automotive Stores	101-431	101-431-4221-000	180.30	115448	Wiper blades
Pomp's Tire Service Inc.	101-431	101-431-4221-000	392.97	115450	3 - Police SUV tires
Pomp's Tire Service Inc.	101-431	101-431-4221-000	561.80	115450	4 tires for #805
Pomp's Tire Service Inc.	101-431	101-431-4221-000	1,991.08	115450	14 - Police SUV tires
Pomp's Tire Service Inc.	101-431	101-431-4221-000	750.32	115450	4 tires #267
Silver Star Industries	101-431	101-431-4221-000	167.95	115462	Seat cover #600
Trenchers Plus Inc.	101-431	101-431-4221-000	2,289.43	115473	Filters for vac trailer #501
U.S. Bank Visa	101-431	101-431-4221-000	486.69	115476	National Fleet Parts/5 sets front Police brake pads 4 sets back
U.S. Bank Visa	101-431	101-431-4221-000	353.85	115476	Amazon/Hose kit
Zarnoth Brush Works Inc.	101-431	101-431-4221-000	524.00	115482	Main broom for street sweeper #252
Ziegler Inc.	101-431	101-431-4221-000	85.48	115483	Replacement hose #251
U.S. Bank Visa	101-431	101-431-4240-000	269.99	115476	Amazon/Endoscope
U.S. Bank Visa	101-431	101-431-4240-000	91.97	115476	Amazon/PSI cylinder leakage testers
U.S. Bank Visa	101-431	101-431-4240-000	62.77	115476	Amazon/Heat tool kit
U.S. Bank Visa	101-431	101-431-4240-000	112.16	115476	Ebay.com/Swivel for high pressure grease dispenser
U.S. Bank Visa	101-431	101-431-4240-000	11.99	115476	Amazon/Double flat tip bit
U.S. Bank Visa	101-431	101-431-4240-000	72.60	115476	Amazon/Compression tester kit
U.S. Bank Visa	101-431	101-431-4240-000	360.95	115476	Zoro/3 grease guns replacement high pressure control
Auto Nation Ford White Bear Lake	101-431	101-431-4300-000	3,189.60	115396	Replaced water pump axle shaft engine transmission mount #399
Pomp's Tire Service Inc.	101-431	101-431-4300-000	750.32	115450	4 tires #412
Pomp's Tire Service Inc.	101-431	101-431-4300-000	3,476.11	115450	Mount and balance 6 new tires - replace 2 rusted on wheels #218
Thomas Motors Inc.	101-431	101-431-4300-000	103.00	115471	DOT Inspection #200
Thomas Motors Inc.	101-431	101-431-4300-000	103.00	115471	DOT Inspection #260
Thomas Motors Inc.	101-431	101-431-4300-000	103.00	115471	DOT Inspection #215
Thomas Motors Inc.	101-431	101-431-4300-000	103.00	115471	DOT Inspection #413
Thomas Motors Inc.	101-431	101-431-4300-000	103.00	115471	DOT Inspection #210
Thomas Motors Inc.	101-431	101-431-4300-000	103.00	115471	DOT Inspection #218
Thomas Motors Inc.	101-431	101-431-4300-000	103.00	115471	DOT Inspection #239
U.S. Bank Visa	101-431	101-431-4300-000	220.00	115476	Holiday Station/October Car Washes
U.S. Bank Visa	101-431	101-431-4300-000	47.64	115476	MN DMV - Tabs #711
Emergency Apparatus Maintenance	101-431	101-431-4410-000	469.18	115410	Intake relief valve piston assembly #621
	101-431 Total		38,139.53		
Crown Marking Inc.	101-432	101-432-4200-000	36.87	115404	Name Plates - L. Buchmeier & J. Parsons
Crown Marking Inc.	101-432	101-432-4200-000	37.09	115404	Replace Check #114976 Name Plates - A. Turner
Crown Marking Inc.	101-432	101-432-4200-000	20.46	115404	Replace Check #114976 Name Plates - C. Gooder
Petty Cash - Tracy Thoma	101-432	101-432-4200-000	3.60	115449	USPS Priority Mail
U.S. Bank Visa	101-432	101-432-4200-000	47.64	115476	Amazon/Sealing solution for postage meter and pens
U.S. Bank Visa	101-432	101-432-4200-000	11.90	115476	Amazon/AdirPro Sharp Point for Tripod/Prism Pole
U.S. Bank Visa	101-432	101-432-4200-000	9.93	115476	Amazon/Calendar for T. Payne
U.S. Bank Visa	101-432	101-432-4200-000	3.20	115476	Target/Napkins for City Hall
U.S. Bank Visa	101-432	101-432-4200-000	-14.19	115476	Amazon/Return outdate calendar
Dalco Inc.	101-432	101-432-4211-000	78.18	115405	Hand soap toilet tissue toilet air freshener
Dalco Inc.	101-432	101-432-4211-000	24.00	115405	Sanitary liners
Dalco Inc.	101-432	101-432-4211-000	881.61	115405	Garbage can liners kleenex hand sanitizer paper towels
Wipers & Wipes Inc.	101-432	101-432-4211-000	202.69	115480	Paper towels
Menards - Forest Lake	101-432	101-432-4211-500	10.99	115437	Cleaning supplies
Huebsch Services	101-432	101-432-4211-501	52.89	115423	Mats
Filtration Systems Inc.	101-432	101-432-4211-503	708.84	115413	Air filters for City Hall and PD
Menards - Forest Lake	101-432	101-432-4211-503	19.97	115437	Extruded aluminum tongue & groove
Menards - Forest Lake	101-432	101-432-4211-503	13.15	115437	Door repair
Menards - Forest Lake	101-432	101-432-4211-503	33.73	115437	Door repair
U.S. Bank Visa	101-432	101-432-4211-503	50.93	115476	The Home Depot/5 - Aerator replacement kits
Aid Electric Corporation	101-432	101-432-4300-503	628.65	115392	Add TV outlet and replace switches in PD and City Hall
NAC Mechanical & Electrical	101-432	101-432-4300-503	2,450.00	115445	Annual boiler maintenance
Quadient Finance USA Inc.	101-432	101-432-4322-000	500.00	115453	Postage machine postage
Connexus Energy	101-432	101-432-4381-500	865.76	115402	Electric
CenterPoint Energy	101-432	101-432-4383-500	146.56	115399	Natural Gas
CenterPoint Energy	101-432	101-432-4383-501	103.76	115399	Natural Gas
CenterPoint Energy	101-432	101-432-4383-502	104.10	115399	Natural Gas
Walters Recycling & Refuse	101-432	101-432-4384-500	248.47	115478	Trash & Recycling
Walters Recycling & Refuse	101-432	101-432-4384-501	32.31	115478	Trash & Recycling
Walters Recycling & Refuse	101-432	101-432-4384-502	349.02	115478	Trash & Recycling
Republic Services #899	101-432	101-432-4384-503	191.77	115454	November Organics City Hall

Walters Recycling & Refuse	101-432	101-432-4384-503	99.40	115478	Trash & Recycling
Marsden Bldg Maintenance LLC	101-432	101-432-4410-500	1,044.60	115435	November Janitorial Services
Premium Waters Inc.	101-432	101-432-4410-500	125.23	115451	Kandiyohi water
Marsden Bldg Maintenance LLC	101-432	101-432-4410-501	631.58	115435	November Janitorial Services
Huebsch Services	101-432	101-432-4410-502	58.07	115423	Mats
Marsden Bldg Maintenance LLC	101-432	101-432-4410-502	691.82	115435	November Janitorial Services
Huebsch Services	101-432	101-432-4410-503	54.06	115423	Mats
Huebsch Services	101-432	101-432-4410-503	25.08	115423	Mats
Huebsch Services	101-432	101-432-4410-503	54.06	115423	Mats
Huebsch Services	101-432	101-432-4410-503	25.08	115423	Mats
Marsden Bldg Maintenance LLC	101-432	101-432-4410-503	3,856.00	115435	November Janitorial Services
Metro Sales Incorporated	101-432	101-432-4410-503	189.22	115441	Copier Maintenance Contract - Ricoh/IM C2500
Metro Sales Incorporated	101-432	101-432-4410-503	238.22	115441	Copier Maintenance Contract - Ricoh/IM C6000
	101-432 Total		14,946.30		
Tessman Company	101-450	101-450-4211-000	539.50	115470	Straw blanket and staples
U.S. Bank Visa	101-450	101-450-4211-000	264.50	115476	Colorblends/Flowerbulbs
U.S. Bank Visa	101-450	101-450-4211-000	65.91	115476	The Home Depot/Toilet seat hand-held spreader pump armor
U.S. Bank Visa	101-450	101-450-4240-000	44.66	115476	SiteOne Landscape/Coupling
U.S. Bank Visa	101-450	101-450-4240-000	102.65	115476	SiteOne Landscape/Toro Solenoid Assembly
DeGardner Richard	101-450	101-450-4330-000	77.28	115407	Park site mileage reimbursement
U.S. Bank Visa	101-450	101-450-4330-000	570.00	115476	MN Park & Rec Assoc/Annual Conference - R. DeGardner
U.S. Bank Visa	101-450	101-450-4331-000	53.33	115476	Pizza T/Park Board Pizza
U.S. Bank Visa	101-450	101-450-4331-000	2.99	115476	Target/Bottle water for park board
Connexus Energy	101-450	101-450-4381-000	69.75	115402	Electric
CenterPoint Energy	101-450	101-450-4383-000	45.98	115399	Natural Gas
Walters Recycling & Refuse	101-450	101-450-4384-000	76.70	115478	Trash & Recycling
Jimmy's Johnnys	101-450	101-450-4410-000	25.71	115429	Toilet Rental - Sunset Oaks Park
Jimmy's Johnnys	101-450	101-450-4410-000	80.00	115429	Toilet Rental - Lino Park
Jimmy's Johnnys	101-450	101-450-4410-000	60.00	115429	Toilet Rental - City Hall Park
Jimmy's Johnnys	101-450	101-450-4410-000	114.28	115429	Toilet Rental - Sunrise Park
Jimmy's Johnnys	101-450	101-450-4410-000	60.00	115429	Toilet Rental - Birch Park
Northway Irrigation/Landscape	101-450	101-450-4410-000	427.83	115446	Valve repair - Community Greens
Northway Irrigation/Landscape	101-450	101-450-4410-000	594.00	115446	Valve repair - Community Greens
Northway Irrigation/Landscape	101-450	101-450-4410-000	79.30	115446	Micro drip fittings - City Hall
Northway Irrigation/Landscape	101-450	101-450-5000-000	10,398.00	115446	New commercial irrigation installation - Tower Park
	101-450 Total		13,752.37		
Davis Phillip	101-462	101-462-4330-000	45.92	115406	Organic Site Tour mileage reimbursement
Walters Recycling & Refuse	101-462	101-462-4410-000	41.30	115478	Organic Recycling
Walters Recycling & Refuse	101-462	101-462-4410-000	64.90	115478	Organic Recycling
Walters Recycling & Refuse	101-462	101-462-4410-000	34.51	115478	Organic Recycling
Walters Recycling & Refuse	101-462	101-462-4410-000	76.70	115478	Organic Recycling
	101-462 Total		263.33		
U.S. Bank Visa	101-463	101-463-4410-000	196.07	115476	Outback Nursery/Trees for Peltier Heron planting
	101-463 Total		196.07		
Dalco Inc.	202-451	202-451-4211-000	387.18	115405	Hair and body wash toilet tissue urinal screens garbage liner
DSGW	202-451	202-451-4300-000	300.00	115409	Lino Lakes Rec Center Renovation Consultation
NAC Mechanical & Electrical	202-451	202-451-4300-000	4,696.00	115445	Maintenance HVAC inspection
Walters Recycling & Refuse	202-451	202-451-4384-000	129.42	115479	Trash & Recycling
Huebsch Services	202-451	202-451-4410-000	34.15	115423	Mats
Huebsch Services	202-451	202-451-4410-000	34.15	115423	Mats
Huebsch Services	202-451	202-451-4410-000	34.15	115423	Mats
Huebsch Services	202-451	202-451-4410-000	34.15	115423	Mats
Marsden Bldg Maintenance LLC	202-451	202-451-4410-000	1,809.08	115435	November Janitorial Services
Northway Irrigation/Landscape	202-451	202-451-4410-000	346.50	115446	Winterization
	202-451 Total		7,804.78		
U.S. Bank Visa	204-499	204-499-4452-000	29.99	115476	Shutterstock/Stock photos
U.S. Bank Visa	204-499	204-499-4452-000	29.00	115476	Shutterstock/Stock photos
U.S. Bank Visa	204-499	204-499-4452-000	119.99	115476	Canva/Annual membership - A. Turner
	204-499 Total		178.98		
U.S. Bank Visa	207-420	207-420-4240-000	604.00	115476	Covert Track Group/GPS Tracking unit
U.S. Bank Visa	207-420	207-420-4240-000	540.00	115476	Safe and Vault Store/Snapsafe Trunk Safe - SRO
	207-420 Total		1,144.00		
Twin Cities Transport & Recovery	208-420	208-420-4300-000	85.00	115474	ICR #21245687
	208-420 Total		85.00		
U.S. Bank Visa	211-420	211-420-4211-000	81.27	115476	Chewy.com/Arogs food
U.S. Bank Visa	211-420	211-420-4211-000	75.09	115476	Chewy.com/Argos food
U.S. Bank Visa	211-420	211-420-4410-000	100.00	115476	Packtrack/K9 Tracking software annual subscription
	211-420 Total		256.36		
City of Roseville	403-402	403-402-4240-000	607.00	115400	Adobe Full License - M. Sawyer
City of Roseville	403-402	403-402-4240-000	607.00	115400	Adobe Full License - A. Turner
City of Roseville	403-402	403-402-4240-000	1,003.49	115400	LaserFiche License - M. Sawyer
	403-402 Total		2,217.49		
Dell Marketing LP	403-450	403-450-4240-000	1,154.37	115408	Computer & docking station - K. Schmidt
	403-450 Total		1,154.37		
Rupp Anderson Squires & Waldspurger P.A.	406-499	406-499-4301-000	500.00	115456	August Legal Services
WSB & Associates Inc.	406-499	406-499-4304-000	7,336.50	115481	September Water Treatment Plant Pilot Study
WSB & Associates Inc.	406-499	406-499-4304-000	862.50	115481	September 2019 Source Water Protection Plan Implementation Grant

WSB & Associates Inc.	406-499	406-499-4304-000	2,085.50	115481	September 2021 Water Service Condition Review (Hawthorn & WSL)
WSB & Associates Inc.	406-499	406-499-4304-123	2,456.25	115481	September 49 & J Lift Station Sewer and Water Extension
WSB & Associates Inc.	406-499	406-499-4304-127	4,662.25	115481	September Water Tower No. 3
WSB & Associates Inc.	406-499	406-499-4304-136	766.50	115481	September 2021 Birch Street Watermain Improvements
	406-499 Total		18,669.50		
WSB & Associates Inc.	420-499	420-499-4304-141	7,274.50	115481	September 2022 77th Street Feasibility Report Amendment
	420-499 Total		7,274.50		
U.S. Bank	421-470	421-470-6040-000	850.00	115475	2021A Registrar Fee
	421-470 Total		850.00		
WSB & Associates Inc.	421-499	421-499-4304-000	1,299.50	115481	September Pavement Management 2021
WSB & Associates Inc.	421-499	421-499-4304-137	17,586.50	115481	September 2021 Street Improvement Projects
WSB & Associates Inc.	421-499	421-499-4304-140	1,778.00	115481	September 2021 Street Maintenance Project
	421-499 Total		20,664.00		
Rupp Anderson Squires & Waldspurger P.A.	422-499	422-499-4301-125	208.00	115456	August Legal Services
WSB & Associates Inc.	422-499	422-499-4304-000	2,572.25	115481	September Shenandoah Park Wetland BMP
WSB & Associates Inc.	422-499	422-499-4304-000	971.00	115481	September Winters Wetland Bank
WSB & Associates Inc.	422-499	422-499-4304-000	2,202.50	115481	September Storm Water Utility
WSB & Associates Inc.	422-499	422-499-4304-000	5,004.75	115481	September East Region Plan - NE Drainage Area
WSB & Associates Inc.	422-499	422-499-4304-000	629.00	115481	September East Region NE Drainage Area Wetland Delineation
	422-499 Total		11,587.50		
WSB & Associates Inc.	424-499	424-499-4304-000	613.25	115481	September 2021 Surface Water Maintenance Project
WSB & Associates Inc.	424-499	424-499-4304-000	2,331.50	115481	September 2021 Pond Surveys
	424-499 Total		2,944.75		
U.S. Bank Visa	601-494	601-494-4200-000	12.99	115476	Amazon/Apple charging cables
Bluetarp Financial Inc.	601-494	601-494-4211-000	7.49	115398	Water main repair
Ferguson Waterworks #2518	601-494	601-494-4211-000	65.04	115412	Green marking paint
Menards - Forest Lake	601-494	601-494-4211-000	3.86	115437	Cleaning supplies - Tower 3
Menards - Forest Lake	601-494	601-494-4211-000	41.13	115437	Copper valves and copper fittings
Rock Gardens Inc.	601-494	601-494-4211-000	100.40	115455	Well 3 Landscape Project
S&S Industrial Hardware Supply	601-494	601-494-4211-000	99.10	115457	Nuts & bolts for valve repair
Core & Main LP	601-494	601-494-4215-000	3,360.00	115403	24 Meters
Muellner Blacktop Inc.	601-494	601-494-4300-000	15,840.00	115444	Paving on West Shadow Lake Dr
SGP Contracting Inc	601-494	601-494-4300-000	2,883.92	115461	Gate valve repair
WSB & Associates Inc.	601-494	601-494-4304-000	181.50	115481	September 2021 GPS/GIS Miscellaneous Assistance
WSB & Associates Inc.	601-494	601-494-4304-000	1,110.00	115481	September 2021 General Engineering Services
City of Roseville	601-494	601-494-4310-000	729.00	115400	November IT Services
U.S. Bank Visa	601-494	601-494-4322-000	454.86	115476	Image Printing/November UB Statement postage
Connexus Energy	601-494	601-494-4381-000	869.96	115402	Electric
CenterPoint Energy	601-494	601-494-4383-000	75.81	115399	Natural Gas
Gopher State One-Call	601-494	601-494-4410-000	368.55	115418	October Tickets
Gopher State One-Call	601-494	601-494-4410-000	414.45	115418	August Tickets
Gopher State One-Call	601-494	601-494-4410-000	384.07	115418	September Tickets
Instrumental Research Inc.	601-494	601-494-4410-000	670.00	115427	October Water Testing
SBRK Finance Holdings Inc	601-494	601-494-4410-000	367.50	115459	October UB Payments Trans Fee/Acct Fee
U.S. Bank Visa	601-494	601-494-4410-000	159.29	115476	Image Printing/November UB Statement and mail prep
	601-494 Total		28,198.92		
U.S. Bank Visa	602-495	602-495-4200-000	12.99	115476	Amazon/Apple charging cables
Bluetarp Financial Inc.	602-495	602-495-4211-000	42.99	115398	Spray wand for vac trailer
Sycam Inc.	602-495	602-495-4211-000	2,625.00	115467	Lightning strike antenna repair
W.W. Goetsch Associates Inc.	602-495	602-495-4211-000	3,924.00	115477	Flygt impeller
Interstate Power Systems Inc.	602-495	602-495-4300-000	335.00	115428	Semi-Annual Inspection - 6666 Blackduck Dr
Interstate Power Systems Inc.	602-495	602-495-4300-000	335.00	115428	Semi-Annual Inspection - 7199 Stage Coach Trl
Interstate Power Systems Inc.	602-495	602-495-4300-000	335.00	115428	Semi-Annual Inspection - 1473 Snowgoose Trl
Interstate Power Systems Inc.	602-495	602-495-4300-000	420.00	115428	Semi-Annual Inspection & coolant repair - 6611 Lake Dr
Sycam Inc.	602-495	602-495-4300-000	1,975.52	115467	Lightning strike antenna repair
WSB & Associates Inc.	602-495	602-495-4304-000	61.00	115481	September 2021 GPS/GIS Miscellaneous Assistance
WSB & Associates Inc.	602-495	602-495-4304-000	1,110.00	115481	September 2021 General Engineering Services
WSB & Associates Inc.	602-495	602-495-4304-000	2,180.00	115481	September 2021 East Shadow Lake Drive I&I Project
City of Roseville	602-495	602-495-4310-000	729.00	115400	November IT Services
U.S. Bank Visa	602-495	602-495-4322-000	454.87	115476	Image Printing/November UB Statement postage
Connexus Energy	602-495	602-495-4381-000	688.51	115402	Electric
CenterPoint Energy	602-495	602-495-4383-000	122.11	115399	Natural Gas
Met Council Environmental Services	602-495	602-495-4405-000	82,374.02	115439	December Waste Water Services
Gopher State One-Call	602-495	602-495-4410-000	414.45	115418	August Tickets
Gopher State One-Call	602-495	602-495-4410-000	368.55	115418	October Tickets
Gopher State One-Call	602-495	602-495-4410-000	384.08	115418	September Tickets
SBRK Finance Holdings Inc	602-495	602-495-4410-000	367.50	115459	October UB Payments Trans Fee/Acct Fee
U.S. Bank Visa	602-495	602-495-4410-000	159.29	115476	Image Printing/November UB Statement and mail prep
Aid Electric Corporation	602-495	602-495-5000-000	2,570.00	115392	New generator installation at Lift Station 8 - Final billing
	602-495 Total		101,988.88		
WSB & Associates Inc.	801-000	801-000-2300-000	1,020.00	115481	September Associated Eye Care Partners/Belland Farms
WSB & Associates Inc.	801-000	801-000-2300-000	3,809.25	115481	September Belland Farms
WSB & Associates Inc.	801-000	801-000-2300-000	2,100.50	115481	September Lake Amelia Wood
WSB & Associates Inc.	801-000	801-000-2300-000	246.00	115481	September Nature's Refuge
WSB & Associates Inc.	801-000	801-000-2302-102	207.00	115481	September Eastside Villas
WSB & Associates Inc.	801-000	801-000-2315-102	4,382.00	115481	September Nadeau Acres 2nd Addition
Lennar MN Division	801-000	801-000-2318-000	3,400.00	115432	Escrow Release - 2020 Diamond Ln

Lennar MN Division	801-000	801-000-2318-000	3,400.00	115432	Escrow Release - 7208 Crane Dr
Lennar MN Division	801-000	801-000-2318-000	3,400.00	115432	Escrow Release - 2008 Diamond Ln
Lennar MN Division	801-000	801-000-2318-000	5,400.00	115432	Escrow Release - 7300 Crane Dr
Lennar MN Division	801-000	801-000-2318-000	7,400.00	115432	Escrow Release - 7233 Crane Dr
Lennar MN Division	801-000	801-000-2318-000	6,400.00	115432	Escrow Release - 2027 Diamond Ln
Lennar MN Division	801-000	801-000-2318-000	2,400.00	115432	Escrow Release - 2118 Itasca Cir
Lennar MN Division	801-000	801-000-2318-000	6,400.00	115432	Escrow Release - 1996 Diamond Ln
Lennar MN Division	801-000	801-000-2318-000	4,400.00	115432	Escrow Release - 2043 Balsam Way
Lennar MN Division	801-000	801-000-2318-000	2,400.00	115432	Escrow Release - 2052 Diamond Ln
Lennar MN Division	801-000	801-000-2318-000	3,400.00	115432	Escrow Release - 7311 Watermark Way
Lennar MN Division	801-000	801-000-2318-000	900.00	115432	Escrow Release - 7337 Eden Cir
Schuhbauer Leslie & Benno	801-000	801-000-2318-000	3,400.00	115460	Escrow Release - 7020 West Shadow Lake Dr
WSB & Associates Inc.	801-000	801-000-2321-102	6,043.00	115481	September Lino B - Otter Crossing Plat
WSB & Associates Inc.	801-000	801-000-2327-102	1,664.00	115481	September Watermark 4th Addition
Rupp Anderson Squires & Waldspurger P.A.	801-000	801-000-2327-103	270.00	115456	August Legal Services
WSB & Associates Inc.	801-000	801-000-2331-102	326.00	115481	September Bald Eagle Addition
WSB & Associates Inc.	801-000	801-000-2336-102	1,622.00	115481	September Watermark 1st Addition
WSB & Associates Inc.	801-000	801-000-2338-102	3,513.50	115481	September Nadeau Acres
WSB & Associates Inc.	801-000	801-000-2351-103	164.00	115481	September Laborer's Union Training Center
WSB & Associates Inc.	801-000	801-000-2355-102	1,435.00	115481	September Watermark 3rd Addition
WSB & Associates Inc.	801-000	801-000-2359-102	220.00	115481	September Saddle Club 4th
WSB & Associates Inc.	801-000	801-000-2363-102	797.00	115481	September Lyngblomsten
Kennedy & Graven Chartered	801-000	801-000-2363-103	1,000.50	115430	September Legal Services
U.S. Bank Visa	801-000	801-000-2363-103	8.70	115476	USPS/Priority mailing
WSB & Associates Inc.	801-000	801-000-2388-102	1,527.00	115481	September Watermark 2nd Addition
		801-000 Total			83,055.45
		Grand Total			504,237.82



Electronic Funds Transfer
 MN Statute 471.38 Subd. 3

Council Meeting November 22, 2021

Transfer In/(Out)

11/5/2021 HSA Bank ER Contribution	(83.33)
11/5/2021 Council #11 Payroll	(3,452.58)
11/5/2021 Council #11 Federal Deposit	(201.24)
11/5/2021 Council #11 PERA	(383.62)
11/5/2021 Council #11 State	(45.98)
11/12/2021 Payroll #23	(145,099.35)
11/12/2021 Payroll #23 Federal Deposit	(44,104.72)
11/12/2021 Payroll #23 PERA	(48,798.58)
11/12/2021 Payroll #23 State	(10,404.12)
11/12/2021 Payroll #23 Child Support	(284.77)
11/12/2021 Payroll #23 H.S.A. Bank Pretax	(3,078.79)
11/12/2021 Payroll #23 TASC Pretax	(669.20)
11/12/2021 Payroll #23 ICMA 457 Def. Comp #301596	(4,470.00)
11/12/2021 Payroll #23 ICMA Roth IRA #706155	(880.75)
11/12/2021 Payroll #23 MSRS HCSP #98946-01	(1,737.93)
11/12/2021 Payroll #23 MSRS Def. Comp #98945-01	(3,543.00)
11/12/2021 Payroll #23 MSRS Roth IRA #98945-01	(765.00)
11/19/2021 Election Payroll 11-02-2021	(9,103.00)
11/20/2021 Sales & Use Tax	(4,481.00)

CITY COUNCIL WORK SESSION

DRAFT

**CITY OF LINO LAKES
MINUTES**

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DATE : **November 8, 2021**
TIME STARTED : **6:00 p.m.**
TIME ENDED : **6:15 p.m.**
MEMBERS PRESENT : **Councilmember Stoesz, Lyden,
Cavegn and Mayor Rafferty**
MEMBERS ABSENT : **Councilmember Ruhland**

Staff members present: City Administrator Sarah Cotton; Finance Director Hannah Lynch; Human Resources Coordinator Meg Sawyer; Communications Specialist Andrea Turner; Community Development Director Michael Grochala; City Planner Katie Larsen; City Engineer Diane Hankee; Public Services Director Rick DeGardner; Director of Public Safety John Swenson; City Clerk Julie Bartell

1. Review Regular Council Agenda of November 8, 2021 –

Item 2A, Fee Schedule– Finance Director Lynch noted that the fee schedule is reviewed and presented for passage to the council each year. Changes are redlined in the document.

Item 4A, Prosecutor Access to Court System – Public Safety Director Swenson explained that staff is requesting authorization to enter a JPA that would allow the City’s prosecutor access to the court system records (the prosecutor is not a city employee).

Item 5A, Trail Maintenance Project – City Engineer Hankee noted that this project provides for improvements (based on need, not always full replacement). This item requests approval for final payment.

Item 5B, Affirm Opening of the Lino Lakes Activity Center – Public Services Director DeGardner noted the council’s recent work session discussion on the subject of this facility. Staff is requesting formal direction to proceed with the stated goals of opening the center.

Item 6A, Municipal Wellhead Protection Agreement – Environmental Coordinator Nelson noted that a similar agreement has been in place for many years. This would continue the joint powers authority.

Item 6B, Lake Amelia Woods, City Planner Larsen noted the project which was discussed at the recent work session. Approval of a preliminary plat is requested.

Item 6C, Belland Farms – City Planner Larsen noted that this action seeks approval of a preliminary plat for a business development; there are no issues with the road and the adjoining property owners.

CITY COUNCIL WORK SESSION

DRAFT

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Item 6D, Belland Farms Grading Agreement – City Engineer Hankee noted the terms of the agreement. After approval, staff will work with the developer to get the site started.

Item 6E, Surface Water Maintenance Program Quotes – City Engineer Hankee noted that originally quotes were sought but none received so quotes were again sought later in the year and a low quote identified. Previous work of this contractor has been checked and staff is comfortable.

Item 6F, Hodgson Road Trunk Utility Improvement Project – City Engineer Hankee noted that staff has been waiting to bid the project pending the Lyngblomsten project start. She outlined the need for the project and outcomes expected. Staff is recommending awarding the low bid to Northdale Construction. The action also includes authorization for construction engineering services.

Item 6G, Street Rehabilitation Project Plans and Specifications – City Engineer Hankee noted that she will be going over current pavement ratings. There is some overall improvement however the marginal roadways should be regarded. The 2022 project is the Hawthorne and West Shadow Lake neighborhoods.

The meeting was adjourned at 6:15 p.m.

These minutes were considered, corrected and approved at the regular Council meeting held on November 22, 2021.

Julianne Bartell, City Clerk

Rob Rafferty, Mayor

COUNCIL MINUTES

DRAFT

**LINO LAKES CITY COUNCIL
REGULAR MEETING
MINUTES**

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6 **DATE** : **November 8, 2021**
7 **TIME STARTED** : **6:30 p.m.**
8 **TIME ENDED** : **7:43 p.m.**
9 **MEMBERS PRESENT** : **Councilmember Stoesz, Lyden,**
10 **Cavegn and Mayor Rafferty**
11 **MEMBERS ABSENT** : **Councilmember Ruhland**

12
13 Staff members present: City Administrator Sarah Cotton; Community Development Director
14 Michael Grochala; Finance Director Hannah Lynch; Public Services Director Rick DeGardner;
15 Environmental Coordinator Andy Nelson; City Planner Katie Larsen; Public Safety Director John
16 Swenson; City Engineer Diane Hankee; City Clerk Julie Bartell

17
18 **PUBLIC COMMENT**

19 A representative of Nystrom Counseling noted that they will soon be operating in the City. The
20 council welcomed the information and the business.

21 **SETTING THE AGENDA**

22 The agenda was amended to removed Item 4A (Public Safety Director was absent and Resolution
23 was not included in the packet).

24 **CONSENT AGENDA**

25 Councilmember Cavegn moved to approve the Consent Agenda, Items 1A through 1G as presented.
26 Councilmember Lyden seconded the motion. Motion carried on a voice vote.

27
28 **ITEM** **ACTION**

29 **Consideration of Expenditures:**

- | | | |
|----|--|----------|
| 30 | A) November 8, 2021 (Check No. 115302 through 115387 in the | |
| 31 | Amount of \$696,975.96 | Approved |
| 32 | B) Consider Approval of October 25, 2021 Council | |
| 33 | Work Session Minutes | Approved |
| 34 | C) Consider Approval of October 25, 2021 Council Meeting | |
| 35 | Minutes | Approved |
| 36 | D) Consider Approval of Resolution No. 21-116, Establishing | |
| 37 | Polling Locations for 2022 Elections | Approved |
| 38 | E) Consider Approval of Resolution No. 21-128 Extending the | |
| 39 | Recording Date for PUD Final Plan/Final Plat of Natures Refuge | Approved |

COUNCIL MINUTES

DRAFT

- 40 F) Consider Resolution No. 21-137, Submitting a List of Eligible
41 Nominees to Anoka County for the Open Manager Position on
42 the Rice Creek Watershed District Board of Managers Approved
- 43 G) Consider Approval of LG220 Exempt Gambling Permit for
44 St. Joseph's of the Lakes Annual Scholarship Raffle Approved

FINANCE DEPARTMENT REPORT

- 46 **2A) Consider 1st Reading of Ordinance No. 08-21, Establishing the 2022 City Fee Schedule**
47 – Finance Director Lynch explained that the City maintains a schedule of all fees (in the form of an
48 ordinance) and each year the schedule is reviewed for needed updates. The ordinance is being
49 presented for first reading and changes recommended by staff are noted.
- 50 Councilmember Lyden moved to approve the 1st reading of Ordinance No. 08-21 as presented.
51 Councilmember Cavegn seconded the motion. Motion carried on a voice vote.

ADMINISTRATION DEPARTMENT REPORT

52 There was no report from the Administration Department.

PUBLIC SAFETY DEPARTMENT REPORT

- 54 **4A) Consider Resolution No. 21-129 Approving State of Minnesota Joint Powers**
55 **Agreements with the City of Lino Lakes on Behalf of its City Attorney and Police Department**
56 Item 4A had been removed from the agenda.

PUBLIC SERVICES DEPARTMENT REPORT

- 58 **5A) Consider Approval of Resolution No. 21-131, Approving Payment No. 2 and Final,**
59 **2021 Trail Maintenance Project** – City Engineer Hankee reviewed the staff request to approve two
60 final payments for the 2021 Trail Maintenance Project.
61 Mayor Rafferty noted that the finished product is a beautiful trail.
62 Councilmember Cavegn moved to approve Resolution No. 21-131 as presented. Councilmember
63 Stoesz seconded the motion. Motion carried on a voice vote.
- 65 **5B) Consider Approval of Resolution No. 21-138, Affirming the Opening of the Lino Lakes**
66 **Activity Center with a Target Date of April 1, 2022** – Public Services Director DeGardner read
67 his written report. Staff is requesting official direction from the council to proceed with their work
68 toward the goal of opening of the former YMCA facility. He noted the information the council has
69 received on the subject and the council's acceptance.
- 70 Mayor Rafferty remarked that there has been much work directed toward the goal of opening this
71 facility. He appreciates the effort. The City has received information from a sport facility
72 consultant. While there are some pieces that are still missing, it's important to consider moving
73 forward toward the goal.
- 74 Councilmember Cavegn thanked staff for spending the time to fully explain the moving parts
75 involved in this. He is now in favor of moving forward and thanks staff for all their work

COUNCIL MINUTES

DRAFT

76 Councilmember Lyden thanked the City Administrator and management team for their leadership;
77 that has been key and will continue to be. This is foremost about a place for the community. There
78 is a goal of opening this in just over 140 days.

79 Councilmember Stoesz moved to approve Resolution No. 21-138 as presented. Councilmember
80 Lyden seconded the motion. Motion carried on a voice vote.

81 COMMUNITY DEVELOPMENT REPORT

82 **6A) Consider Resolution No. 21-130 Approving Anoka County Municipal Wellhead**
83 **Protection Implementation Joint Powers Agreement** – Environmental Coordinator Nelson
84 reviewed the staff request to move forward with a joint powers agreement relating to wellhead
85 protection. The agreement has been in place for some time and he noted updates.

86 Councilmember Cavegn moved to approve Resolution No. 21-130 as presented. Councilmember
87 Stoesz seconded the motion. Motion carried on a voice vote.

88 **6B) Consider Resolution No. 21-114 Approving Preliminary Plat for Lake Amelia Woods** –
89 City Planner Larsen reviewed a PowerPoint presentation including information on:

- 90 - Preliminary plat request for four lots for four single family homes;
- 91 - Location (aerial) map;
- 92 - Current zoning and requirements (met);
- 93 - Preliminary Plat;
- 94 - Stormwater management is required and is being worked out;
- 95 - Private septic and wells;
- 96 - Land dedication fees will be generated (trail proposed along 20th Avenue in the future so
97 easement will be included for the future);
- 98 - Wetlands have been reviewed and buffers are included; setbacks in place;
- 99 - Environmental Board recommendations to include a rare species survey and no motorized
100 policy on the lake;
- 101 - Planning and Zoning approval and recommended motorized restriction be pursued by property
102 owners if they so choose;
- 103 - Findings of fact.

104 Developer (TJB Homes) came forward and noted the history of development. Despite looking at
105 options, they ended up back to these four ten acre lots that will include development of homes over
106 \$1 million.

107 Councilmember Lyden asked if there is any concern about curb cuts or driveways and Ms. Larsen
108 said no.

109 Mayor Rafferty remarked that this is exciting proposal for some very nice properties.

110 Councilmember Lyden moved to approve Resolution No. 21-114 as presented. Councilmember
111 Stoesz seconded the motion. Motion carried on a voice vote.

112 **6C) Consider Resolution No. 21-115 Approving Preliminary Plat for Belland Farms** – City
113 Planner Larsen reviewed a PowerPoint presentation including information on:

COUNCIL MINUTES

DRAFT

- 114 - Two commercial lot subdivision (tonight only one lot for development of an eye care clinic);
- 115 - Aerial map of location;
- 116 - Zoning allows for businesses;
- 117 - Proposed Functional Classification System (transportation corridor);
- 118 - Explanation of extension of Rosemary Road (Hugo);
- 119 - Site Plan (Lot 1 only), including trail, sidewalk, performance standards;
- 120 - Renderings of proposed structure;
- 121 - Stormwater management;
- 122 - Municipal sewer and water;
- 123 - Wetlands (five on site); plan approved by Rice Creek Watershed District;
- 124 - Planning and Zoning Board approved.
- 125 - Findings of Fact (as included in resolution).

126 Mayor Rafferty asked for clarification on the park dedication funds. Ms. Larsen noted that
127 commercial is based on acreage and residential is per lot.

128 Councilmember Lyden noted the development of an eye clinic; he'd like more information on
129 parking. Ms. Larsen reviewed requirements; the developer's proposed parking exceeds requirements.

130 Councilmember Stoesz observed that there are many roads that cross city lines and sometimes the
131 names are changed. He doesn't like the name Rosemary Road and wouldn't be unhappy if it were
132 changed. Ms. Larsen noted that the developer is generally allowed to pick the street name; the City
133 doesn't have a street naming policy.

134 Ross Hedlund, developer of clinic. They do mostly medical development. They work with tenants
135 on parking and other needs to hit that right. This would be a four doctor practice maxing out at 20
136 staff.

137 Councilmember Cavegn moved to approve Resolution No. 21-115 as presented. Councilmember
138 Lyden seconded the motion. Motion carried on a voice vote.

139 **6D) Consider Resolution No. 21-135 Approving Development Agreement Early Site Work /**
140 **Grading Only for Belland Farms** – City Engineer Hankee explained that the applicant for the
141 previous plat would like to begin their site grading. The resolution authorizes an agreement.

142 Councilmember Cavegn moved to approve Resolution No. 21-135 as presented. Councilmember
143 Stoesz seconded the motion. Motion carried on a voice vote.

144 **6E) Consider Approval of Resolution No. 21-132, Accepting Quotes and Awarding a**
145 **Construction Contract, 2021 Surface Water Maintenance Project** – City Engineer Hankee
146 explained that the City received quotes for this year's project. The locations are noted in the written
147 report. The projects are generated in coordination by staff. She noted the low bidder and staff's
148 investigation of their product; staff is recommending approval.

149 Councilmember Cavegn asked if the amount of work this year is consistent with previous years. Ms.
150 Hankee said yes.

COUNCIL MINUTES

DRAFT

151 Councilmember Stoesz asked about resident notification. Ms. Hankee remarked that staff does
152 mailings as well as door knocking. A majority of these projects are generated by the residents
153 themselves.

154 Councilmember Cavegn moved to approve Resolution No. 21-132 as presented. Councilmember
155 Stoesz seconded the motion. Motion carried on a voice vote.

156 **6F) CRJ/CSAH 49 (Hodgson Road) Trunk Utility Improvements Project: i. Consider**
157 **Resolution No. 21-133, Accepting bids, Awarding a Construction Contract; ii. Consider**
158 **Resolution No. 21-134, Approving Construction Services Contract with WSB & Associates –**
159 City Engineer Hankee reviewed the request to accept bids and a construction services contract for
160 some trunk utility improvements in the vicinity of the new Lyngblomsten project. She explained the
161 anticipated improvements and benefits. Work is not anticipated to begin until 2022.

162 Councilmember Stoesz asked if it makes sense for the City to warehouse work products for future
163 projects to ensure they will be available. Ms. Hankee remarked that there are some parts that are
164 carried by the City (i.e. spare saddles, gate valves) so that is already done to a certain extent; with a
165 lift station it probably isn't feasible because it involves large products.

166 Councilmember Cavegn asked about the need to coordinate timing with the Lyngblomsten project
167 and Ms. Hankee responded.

168 Councilmember Stoesz moved to approve Resolution No. 21-133 as presented. Councilmember
169 Lyden seconded the motion. Motion carried on a voice vote.

170 Councilmember Stoesz moved to approve Resolution No. 21-134 as presented. Councilmember
171 Lyden seconded the motion. Motion carried on a voice vote.

172 **6G) Consider Resolution No. 21-117, Authorize the Preparation of Plans and Specs, 2022**
173 **Street Rehabilitation Project** – City Engineer Hankee reviewed a PowerPoint presentation including
174 information on the City's Pavement Management Plan including updated findings. Information on
175 program funding was also reviewed as well as the history of road maintenance. She reviewed the
176 proposed mill and overlay area for this year and also planned thin overlay plans. Also reviewed was a
177 water service condition evaluation.

178 Councilmember Lyden moved to approve Resolution No. 21-117 as presented. Councilmember
179 Stoesz seconded the motion. Motion carried on a voice vote.

180 **6H) Public Hearing, Consider Resolution No. 21-136, Adopting Assessment Role, 2021 Weed**
181 **Abatement Charges** – Community Development Director Grochala reviewed the staff report
182 requesting adoption of an assessment role related to weed abatement services provided to certain
183 properties.

184 Councilmember Stoesz moved to approve Resolution No. 21-117 as presented. Councilmember
185 Cavegn seconded the motion. Motion carried on a voice vote.

UNFINISHED BUSINESS

186 There was no Unfinished Business.

188

NEW BUSINESS

190 Administrator Cotton noted that staff is planning a joint session for the council and the City's
191 advisory boards; the subject of the meeting is potential development for the Carpenter property.

COUNCIL MINUTES

DRAFT

192 **COMMUNITY EVENTS**

193 There were no events announced.

194 **COMMUNITY CALENDAR**

<i>Community Calendar – A Look Ahead</i>			
November 8, 2021 through November 22, 2021			
197	✚ Wednesday, November 10	6:30 pm, Council Chambers	Planning & Zoning Board
198	✚ Monday, November 22	6:00 pm, Community Room	Council Work Session
199	✚ Monday, November 22	6:30 pm, Council Chambers	City Council Meeting
200	✚ Monday, November 22	Following Council Mtg	Budget Work Session

201

202 **ADJOURN**

203

204 There being no further business, Councilmember Stoesz moved to adjourn at 7:43 p.m.

205 Councilmember Lyden seconded the motion. Motion carried on a voice vote.

206

207 These minutes were considered and approved at the regular Council Meeting on November 22,
208 2021.

209

210

211

212

213 _____
Julianne Bartell, City Clerk

214

CANVASSING BOARD MEETING

DRAFT

**CITY OF LINO LAKES
MUNICIPAL CANVASSING BOARD
MINUTES**

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DATE : November 8, 2021
TIME STARTED : 6:20 p.m.
TIME ENDED : 6:25 p.m.
MEMBERS PRESENT : Councilmember Stoesz, Cavegn, Lyden
MEMBERS ABSENT : Councilmember Ruhland

Staff members present: City Clerk Julie Bartell

2021 Election Results: Consider acceptance of municipal canvassing board report declaring the results of the November 2, 2021 municipal election – City Clerk Bartell advised that the results of the recent election as it relates to the election of two council and one mayor position were distributed in the packet. If the results are acceptable to the city council, they should act to certify the results and sign the canvassing document as accurate.

A motion by Councilmember Lyden, seconded by Councilmember Cavegn, to approve the Returns of the November 2, 2021 Municipal Election as presented was adopted on a voice vote

The meeting was adjourned at 6:25 p.m.

These minutes were considered, corrected and approved at the regular Council meeting held on November 22, 2021.

Julianne Bartell, City Clerk

Rob Rafferty, Mayor

AGENDA ITEM 1E

STAFF ORIGINATOR: Lisa Hogstad-Osterhues, Deputy Clerk

MEETING DATE: November 22, 2021

TOPIC: Approve Application for Aquinas Roman Catholic Home Education Services to Conduct Excluded Bingo Event

VOTE REQUIRED: Simple Majority (3/5 Vote Required)

INTRODUCTION

The City has received an application from the Aquinas Roman Catholic Home Education Services (ARCHES) organization to conduct an excluded bingo event at St. Joseph's Church, 171 Elm Street, Lino Lakes on December 11, 2021.

BACKGROUND

Under Minnesota Statutes, Section 349.166, excluded bingo may be conducted by an organization that conducts four or fewer bingo occasions in a calendar year, or in connection with a county fair, the state fair, or a civic celebration if it is not conducted for more than 12 consecutive days. The Aquinas Roman Catholic Home Education Services organization meets this requirement. The organization also meets the requirements of the Lino Lakes City Code since the physical site where the organization regularly conducts its activities is located within the city (St. Joseph's Church).

City policy requires a background investigation on the applicant (James Kostick) which has been successfully completed by the Public Safety Department in the past 12 months.

The Application and a certificate of non-profit status from the Internal Revenue Service are on file in the city clerk's office.

RECOMMENDATION

Approve the application for the Aquinas Roman Catholic Home Education Services (ARCHES) to conduct an Excluded Bingo Event on December 11, 2021.

**CITY COUNCIL
AGENDA ITEM 1F**

STAFF ORIGINATOR: Rick DeGardner, Public Services Director

MEETING DATE: November 22, 2021

TOPIC: Consider Approval of Activity Center Expenditures

VOTE REQUIRED: 3/5

BACKGROUND

Staff is recommending approval of the following expenditures for the Lino Lakes Activity Center:

Lockers - Includes removal of existing lockers and installation of 12” wide x 15” deep x 72” high phenolic (or equivalent) lockers.

Men’s - 67 Openings of Single Tier and 94 Openings of Double Tier

Women’s - 48 Openings of Single Tier and 104 Openings of Double Tier

Cost not to exceed \$96,500. Subject to approval of color, etc. from the Activity Center Advisory Committee.

**CITY COUNCIL
AGENDA ITEM 2A**

STAFF ORIGINATOR: Hannah Lynch, Finance Director

MEETING DATE: November 22, 2021

TOPIC: 2022 City Fee Schedule

VOTE REQUIRED: 3/5

INTRODUCTION

The City Council is being asked to approve the second reading of Ordinance No. 08-21, Establishing the 2022 City Fee Schedule and Resolution No. 21-139, Approving Summary Publication of Ordinance No. 08-21.

BACKGROUND

In order to provide for a more efficient and timely method of reviewing and adjusting the various fees charged by the City, fees are consolidated into one schedule to be reviewed and adopted on an annual basis. The City's current fee schedule has been circulated to department directors with a request to update or amend the schedule as appropriate for 2022. Staff has reviewed the fees in place to ensure their ongoing equity and cost recovery ability.

Ordinance No. 08-21 (the proposed 2022 Fee Schedule) is attached. Recommended amendments to the ordinance are printed in red. The changes proposed for 2022 are outlined below for your review:

- Temporary Set Up License
- Election Filing Fee
- Peddler, Solicitor, Transient Merchant
- Weed & Mowing Violation
- Police Digital Photographs
- Police Other Digital Documentation/Video
- Water Utility Rates
- Sewer Utility Rates
- Lateral Service Connection Fees
- Interim Use Permit
- Vacation (Street, Utility, Drainage)
- Tree Preservation Mitigation Fee

The Council approved the first reading of Ordinance No. 08-21 on November 8, 2021. Staff is now recommending approval of the second reading and summary publication of the ordinance.

RECOMMENDATION

1. Approve the second reading of Ordinance No. 08-21, Establishing the 2022 Fee Schedule.
2. Approve Resolution No. 21-139, Approving Summary Publication of Ordinance No. 08-21.

ATTACHMENTS

Ordinance No. 08-21 – Red Lined

Ordinance No. 08-21 – Final

Resolution No. 21-139

1st Reading: November 8, 2021	Publication: November 30, 2021
2nd Reading: November 22, 2021	Effective: January 1, 2022

**City of Lino Lakes
Ordinance No. 08-21**

An Ordinance Adopting the 2022 City of Lino Lakes Fee Schedule and Providing for the Issuance Of Licenses, Permits and Collection of Fees Thereof; Repeals All Ordinances, Parts Of Ordinances and Previous Fee Schedules that Conflict Therewith.

The City of Lino Lakes City Council does ordain the following:

Section 1. Findings. Pursuant to Minnesota Law, the Lino Lakes City Charter, and the Lino Lakes City Code, and upon a review of a study conducted by City Staff, a fee schedule for City services and licensing is hereby adopted as follows:

2022 FEE SCHEDULE

ALCOHOLIC BEVERAGES

3.2 Beer Investigation, Initial Application Only	\$ 267.75	1 or 2
	\$ 471.75	3+
3.2 Beer Off-Sale	\$ 200.00	/Year
3.2 Beer On-Sale	\$ 300.00	/Year
3.2 Beer On-Sale Temporary	\$ 50.00	Plus \$5.00/Day
Club License	\$ 300.00	/Year
Liquor License Investigation Fee, Initial Application Only	\$ 267.75	1 or 2
	\$ 471.75	3+
Liquor License On-Sale	\$ 4,500.00	/Year
Liquor License Off-Sale	\$ 200.00	/Year
Liquor Temporary Permit	\$ 50.00	
Temporary Set-Up License	\$ 25.00	
Wine License Investigation Fee, Initial Application Only	\$ 267.75	1 or 2
	\$ 471.75	3+
Wine License	\$ 500.00	/Year
Sunday Liquor	\$ 200.00	/Year
On-Sale Brewer Taproom	\$ 500.00	/Year
Off-Sale Growler	\$ 200.00	/Year

AMUESMENT & COMMERCIAL RECREATION

Cabaret License	\$	35.00
Dances	\$	200.00 /Year
Gambling Permit Application	\$	10.00

BUSINESS & MISCELLANEOUS

Assessment Search Fee	\$	20.00 /Search
Background Check Fee	\$	35.00 /Background
Burning Permit	\$	50.00
Dog Kennel - Private	\$	20.00 /Year
Dog Kennel – Commercial	\$	105.00 /Year
Dog License Male/Female	\$	11.00 Not Spayed or Neutered
	\$	6.00 Spayed or Neutered
Copies: Per Page	\$	- /Page (1-10 Pages)
	\$	0.25 /Page (11-100 Pages)
	Actual Cost	100+ Pages
Copies: New Resident Labels	\$	5.00 /Month Flat Fee
Copies: Large Scale (>11"x17")	\$	0.50 /Square Foot
City Charter	\$	- First Copy
	\$	10.00 Each Additional Copy
City Code Book	\$	75.00
City Map	\$	2.50
Comp. Plan	\$	55.00
CD or DVD	\$	7.00
Election Filing Fee	\$	5.00
Fax Charge	\$	- 1-10 Pages
	\$	0.25 /Page 11+ Pages
Garbage Hauler License	\$	100.00 First Truck
	\$	45.00 Each Additional Truck
Lawn Sprinkling Violation	\$	25.00 First Violation
	\$	50.00 Each Subsequent Citation
Overweight Permit	\$	50.00
Pawn Shop Class A	\$	10,000.00
Pawn Shop Class B	\$	7,000.00
Class A Secondhand Goods Dealer	\$	720.00
Class B Secondhand Goods Dealer	\$	105.00
Class C Secondhand Goods Dealer	\$	- No Fee
Massage Therapist License (Individual)	\$	50.00 Annually
Therapeutic Massage Business License	\$	200.00 Annually
Pawn Shop Investigation	\$	15,400.00 Deposit on Costs
Pawn Shop In-State Investigation	\$	765.00

Pawn Shop Out-State Investigation	\$ 20,400.00	
Peddler, Solicitor, Transient Merchant	\$ 250.00	/6 Months (up to 3 backgrounds included free of charge)
Rental Housing License (Annual)	\$ 69.00	1 or 2 Units Plus \$15.00/Unit for 3 or More Units (fee to be reduced by 50% if issued less than six months from expiration date)
Rental License Re-Inspection Fee	\$ 69.00	
Return Check Charge	\$ 30.00	
Special Event Permit	\$ 50.00	
Tobacco License	\$ 50.00	
Weed & Mowing Violation	\$ 150.00	First Hour
	\$ 75.00	Each Additional Hour
Additional Admin Fee	\$ 100.00	2nd Offense in Calendar Yr
	\$ 200.00	3rd and Each Additional Offense in Calendar Yr
Non-Payment Certification Fee	\$ 30.00	
Zoning Maps	\$ 5.00	Large or Colored
Zoning Ordinance	\$ 25.00	

PARK & RECREATION USER FEES

Field Rental - Resident Only		
Baseball/Softball Drag Only	\$ 20.00	/Evening
Baseball/Softball Drag & Chalk	\$ 30.00	/Evening
Soccer (Excluding Youth)	\$ 65.00	/Evening
Picnic Shelter Reservation	\$ -	Residents
	\$ 25.00	Non-Resident

FIRE REGULATIONS

Annual Permit for Sale of Consumer Fireworks	\$ 350.00	Exclusive Retail Seller
	\$ 100.00	In Conjunction with Existing Retail Store

POLICE FEES

Copy of Report	\$ -	To Subject of Data up to 3 Pages
	\$ 1.00	4th Page
	\$ 0.25	/Page 5-100 Pages

Copy of Report – Mail In	\$ 4.00	Up to 4 Pages
	\$ 0.25	/Page Thereafter
Vehicle Lockouts	\$ -	No Fee
Clearance Letter	\$ 15.00	
Fingerprinting	\$ 15.00	By Appointment
Photographs	\$ 25.00	Plus Developing Costs
Digital Photographs	\$ 25.00	Up to 16gb Flash Drive
Other Digital Documentation/Video	\$ 25.00	Up to 16gb Flash Drive
Electronic Photographs	\$ 10.00	/Page of Four
False Alarms	\$ -	/Alarm (1-3) in Calendar Yr
	\$ 52.50	/Alarm (4-10) in Calendar Yr
	\$ 105.00	/Alarm (11+) in Calendar Yr
Vehicle Forfeiture Fee	\$ 100.00	/Vehicle
DVD (Police Dept)	\$ 25.00	
Dangerous Dog Registration	\$ 255.00	/Year

BUILDING - CONSTRUCTION UTILITES

Building Permit Fee Schedule

Building Permit Fees shall be based on the Fee Table.

Fire Suppression Permit Fee shall be based on Fee Table.

Minimum fee of \$69.00 for all permits.

Fee Table

Total Valuation	Fee
\$1.00 to \$1,360.00	\$69.00
\$1,361.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00. Min. Fee \$69.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof

Other Inspections and Fees

Work Commencing Before Permit Issuance	Double Permit Fee
Erosion Control Inspection Fee	
Single, Two-Family, Townhomes up to 8 Units	\$ 160.00
Multi-Family > 8 Units, Commercial, Industrial, and Institutional	Determined by Separate Agreement
Change of Use/Occupancy Inspections	\$ 69.00 /Trip
Erosion Control Re-Inspection Fee	\$ 69.00 /Trip
Inspections Outside of Normal Business Hours	\$ 69.00 /Hour*
Re-Inspection Fee	\$ 69.00 /Trip
Inspections for which no fee is specifically designed	\$ 69.00 /Trip
 Additional Plan Review Required by Changes, Additions, or Revisions	 \$ 69.00 /Hour**
For use of outside consultants for plan checking and inspections, or both	Actual Cost***
Plan Review Fee	
a. 65% of the Building Permit Fee	
b. 25% of the Building Permit Fee for review of similar plans (Master Plan) in a 12 month period	
Easement Encroachment Fee	County Recording Fee Plus \$25.00
Antenna, City Owned Property	\$ 250.00 Plus \$6,000 Escrow
Antenna, Private Property	See Building Fee Table
Accessory Building Permit: 200 sq. ft. or under in size	\$ 69.00
Accessory Building Permit: over 200 sq. ft. in size	See Building Fee Table
Fence Permit: 6 feet or under in height	\$ 69.00
Fence Permit: over 6 feet in height	See Building Fee Table
Grading Permit	\$ 160.00
Grading Permit Escrow Deposit (if not included in Dev. Contract)	\$ 300.00
Roofing Permit	\$ 106.00
Siding Permit	\$ 106.00
Swimming Pool Permit	\$ 160.00 In Ground
	\$ 106.00 Above Ground
Window/Door Replacement Permit	\$ 79.00 /Unit (max \$158.00)
Retaining Wall Permit	\$ 69.00
Mechanical (HVAC) permit: Gas Fireplace	\$ 69.00 Plus \$34.50 for Each Additional Fireplace
Mechanical (HVAC) Permit: Residential	\$ 69.00 Except New Construction
Mechanical (HVAC) Fee: New Construction Residential	\$ 158.00 Does Not Include Fireplaces
Mechanical (HVAC) Permit: Commercial	2% of the Contract Price (\$69.00 Minimum Fee)

Manufactured Home Permits	\$	250.00
Plumbing Permit	\$	11.00 /Fixture (\$69.00 Min. Fee)
Sewer Connection Inspection Fee	\$	200.00
Water Connection Inspection Fee	\$	250.00
Contractor License Verification	\$	5.00 /Permit
Contractor Lead Certification Verification	\$	5.00 /Permit
Contractor License	\$	50.00
Metropolitan Council SAC (Sewer Availability Charge)	Per Met Council	
Water Meter	City Cost plus	\$50.00
MXU Unit	City Cost plus	\$50.00
Water Meter + MXU Unit	City Cost plus	\$50.00
Touch Pad	\$	18.00
Curb Stop Covers	\$	70.00
Septic Installation or Repair Permit	\$	250.00
Septic Pumping Permit	\$	10.00
Demolition Permit	\$	69.00
Lawn Sprinkler/Irrigation System Permit	\$	69.00
Irrigating or Watering of New Landscaping Permit (Sod or Seed)	\$	- No Fee
Driveway Replacement Permit	\$	69.00
Sign Permit: Existing Billboard	\$	85.00 /Year
Sign Permit: Permanent	See Building Fee Table	
Sign Permit: Sandwich Board	\$	25.00
Sign Permit: Temporary (portable/banner)	\$	25.00 /Term
Storm Pond Aeration Permit	\$	150.00

Fee Refund – Per applicant request, City staff may refund permit fees up to 80% for voided permits. Plan review fees and state surcharge fees are non-refundable. No refund shall be provided if permit has expired.

All permits issued are subject to applicable State surcharge fees.

- * Inspections made outside of normal business hours is a three-hour minimum charge.
- ** Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.
- *** Actual costs include administrative and overhead costs.

An escrow may be required, as determined by the City Engineer, to cover all costs incurred by the City for plan revision and construction observation.

ESCROW DEPOSITS

In order to obtain a Certificate of Occupancy, escrow deposits shall be collected if exterior work cannot be completed due to inclement weather, as determined by City Staff, whereupon a Temporary Certificate of Occupancy would be issued subject to the execution of an escrow agreement and payment thereof. Any unfinished work must be completed within six months (weather permitting) from the date of issuance. The following escrow amounts are hereby established:

- a. Driveway - \$1,000.00
- b. Exterior Concrete - \$1,000.00
- c. As-built Surveys - \$1,000.00
- d. Stucco (final coat only) - \$1,000.00
- e. Garage Floor - \$1,000.00
- f. Landscaping - \$2,500.00 (landscaping may be escrowed year-round per City Staff)
- g. Other – Determined by City staff at a rate of 125% of the actual improvement costs

Escrow deposits will be charged a \$100.00 non-refundable administrative fee.

Escrow deposits can be submitted through one of the following procedures:

- a. Escrow can be paid to the City upon execution of an agreement signed by both the payee and the City.
- b. The title company or lending institution can hold the escrow upon execution of an agreement signed by both the title company or lending institution and the City.

A partial release, of a multi-item escrow, will be charged a \$75.00 non-refundable administrative fee.

RIGHT-OF-WAY MANAGEMENT

Excavation Permit Fees

Hole (includes administration, plan review, inspection, testing and mapping)	\$	125.00
Trench (includes administration, plan review, inspection, testing & mapping)	\$	70.00 /100 Lineal Feet Plus Hole Fee

Obstruction Permit Fee

Includes administration, recording, review & inspection	\$	50.00 Plus \$0.05/ Lineal Foot
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Permit Extension Fee

Includes administration, recording & review	\$	55.00
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Delay Penalty

For up to three days of non-completion and non-prior notice before specified date.	\$	60.00
After three days an additional charge of \$10.00 per day will be levied.		

Degradation Fee

Degradation Fee Formula:

This formula covers degradation for depreciation caused by intrusion into the right-of-way. The depreciation applies to the original surface of the right-of-way and to the overlays and seal-coats applied to the surface. The formula includes life expectancy schedules for each and has an estimated cost per square yard based on the quality of the right-of-way surface required for different levels of traffic. This formula creates a degradation fee which is determined by the cost per square yard for street, overlay, and seal-coat, multiplied by the depreciation schedule, multiplied by the area of the street patch.

Degradation Fee:

(cost per square yard for street overlay and seal-coat x depreciation schedule rates) x area of street patch = degradation fee

UTILITY FEES

Water Utility Rates

Residential

Base Fee	\$	10.00 /Quarter/REU*
Consumption Fee		
0 - 20,000 Gallons	\$	1.94 /Thousand Gallons
20,001 - 40,000 Gallons	\$	2.16 /Thousand Gallons
40,001 - 80,000 Gallons	\$	2.70 /Thousand Gallons
80,001 - 120,000 Gallons	\$	3.24 /Thousand Gallons
Over 120,000 Gallons	\$	3.79 /Thousand Gallons

Non-Residential

Base Fee	\$	10.00 /Quarter/REU*
Consumption Fee		
0 - 20,000 Gallons	\$	1.94 /Thousand Gallons
20,001 - 40,000 Gallons	\$	2.16 /Thousand Gallons
Over 40,000 Gallons	\$	2.44 /Thousand Gallons

Non-Residential Irrigation**

Consumption Fee		
0 - 40,000 Gallons	\$	2.70 /Thousand Gallons
40,001 - 80,000 Gallons	\$	3.24 /Thousand Gallons
Over 80,000 Gallons	\$	3.80 /Thousand Gallons

*To be considered by separate Ordinance, No-
11-13*

*REU = a residential equivalent connection:

1. Residential - a single housing unit

2. Non-Residential - per Met Council Service Availability Charge Procedures Manual

**Non-Residential users with irrigation systems that do not have a separate irrigation meter will be charged at residential rates until such time that a separate irrigation meter is installed and inspected.

Sewer Utility Rates

Metered Sewer

Base Fee	\$	57.09 /Quarter/REU*
Consumption Fee		
Over 10,000 Gallons (based on winter average)	\$	1.10 /Thousand Gallons

Flat Sewer

\$	67.34 /Quarter/REU*
<i>To be considered by separate Ordinance, No. 11-13</i>	

*REU = a residential equivalent connection:

1. Residential - a single housing unit
2. Non-Residential - per Met Council Service Availability Charge Procedures Manual

Storm Water Utility Rates

Quarterly Base Rate

Residential Fee	\$	12.00 /Parcel
Non-Residential Fee	\$	175.00 /Acre of Impervious (\$12.00 minimum)

Late Penalty	10% of Unpaid Balance, Assessed Quarterly
Water Meter Rental	\$ 600.00 Deposit
	\$ 25.00 /Month
Additional Accessories	\$ 25.00 /Month
Water Usage Fee	\$ 5.00 /1,000 Gallons
Utility Non-Payment Certification Fee	\$ 30.00
Meter Testing (Our Cost, Delivered To Minneapolis)	\$ 100.00 5/8" - 3/4" Meter Test
	\$ 150.00 1" Meter Test
	\$ 250.00 1-1/2" - 2" Meter Test
Water Use Violation	\$ 25.00 1st Violation
	\$ 50.00 2nd and Subsequent Violations

City Trunk Utility Connection Fees - The Trunk Utility Connection Fee consists of two components: a Trunk Charge and an Availability Charge.

Trunk Charge

The trunk charge shall be paid at the time of subdivision approval or at the time of hook-up, whichever is first. Residential trunk charges are based on one unit per dwelling unit. Commercial/Industrial/Institutional (CII) trunk charges are based on a factor of 2.92 units per acre.

Sanitary Sewer	\$ 1,630.00 /Unit
Water	\$ 2,341.00 /Unit

Availability Charge

For residential properties, the availability charge shall be paid at the time of subdivision approval or at the time of hook-up, whichever is first. Commercial/Industrial/Institutional availability charges shall be paid at the time of building permit. Fees are based on the number of sanitary access charge (SAC) units assigned by Metropolitan Council Environmental Services (MCES). Residential uses shall be assigned one unit per dwelling unit unless otherwise noted by MCES.

City Sewer (CSAC)	\$ 1,525.00 /SAC Unit
City Water (CWAC)	\$ 1,473.00 /SAC Unit

The Lateral Service Connection Fee shall be in addition to the City Trunk Utility Connection Fees.

Lateral Service Connection Fees

If the lot or tract of land, or portion thereof, to be served by a lateral connection has not been assessed for the cost of construction, then the applicant shall pay, upon hook-up, a lateral connection in accordance with Resolution No. 02-149 (Bisel Amendment) based on the following front foot charges:

Sanitary Sewer	\$ 72.40 /Front Foot
	\$ 66.50 /Front Foot
Watermain	\$ 68.50 /Front Foot
	\$ 62.90 /Front Foot

Vacant Buildings: Owners of a commercial/industrial building(s) connected to City water and/or sewer utilities that are vacant due to business closures or other reasons may apply to have the number of billed REU's reduced to one (1) REU for purposes of calculating utility fees effective from the date the building(s) were vacated for as long as the building(s) remain unoccupied. When the building(s) again becomes occupied the owner must inform the City of such occupation, at which time the number of REU's will be determined and utility fees assessed according to the current fee structure. (*Ordinance No. 06-13, passed 8-26-13*)

REU = a residential equivalent connection:

1. Residential – a single housing unit
2. Non-Residential REU = per Met Council Service Availability Charge Procedures Manual

Surface Water Management

	Single/Two Family Lots	Multi Family Lots	Commercial/Industrial/ Institutional Property
Fee Charge per Acre of Development	\$7,434.00	\$9,997.00	\$11,073.00

Fees are based on developable land in accordance with the policy provisions established in Resolution No. 92-70. Credits may be earned for sub-watershed trunk improvements.

CULVERT PRICES

All culvert prices are based on market prices and include tax & delivery and 15% administration fee

LAND USE

Fees

Alternative Urban Area-wide Review (I-35E AUAR)	\$ 300.00 /Acre
To be charged at the time of land use approval for projects within the I-35E Corridor AUAR area that require preliminary plats; conditional use permits; site and building plans; and planned unit developments. Once paid, the same land will not be charged again.	
Administrative Permit (no fee for Transient Merchant if issued by City Clerk)	\$ 69.00
Zoning Confirmation Letter	\$ 30.00

Escrow Deposits (Application Fee Required With Each Submittal)

Application Fee	\$ 200.00
Comprehensive Plan Amendment	\$ 3,000.00 40 Acres or Less \$ 5,000.00 Over 40 Acres
Conditional Use Permit	\$ 1,000.00 Residential \$ 7,500.00 Commercial/Industrial/ Institutional
Environmental Assessment Worksheet	\$ 10,000.00
Interim Use Permit	\$ 7,500.00 \$ 1,000.00
Ordinance Amendment	
Map Amendment (Rezone)	\$ 1,500.00 40 Acres or Less \$ 5,000.00 Over 40 Acres

Text Amendment	\$ 1,500.00	
Planned Unit Development	\$ 3,000.00	General Concept Plan
	\$ 12,500.00	Development Stage Plan
	\$ 7,500.00	Final Plan
Site Plan Review	\$ 7,500.00	
Subdivision		
Concept Plan Review	\$ 1,500.00	
Minor Subdivision	\$ 3,000.00	
Preliminary Plat	\$ 5,000.00	Less than 5 Acres
	\$ 7,500.00	5-40 Acres
	\$ 12,500.00	Over 40 Acres
Final Plat	\$ 1,500.00	Less than 5 Acres
	\$ 5,000.00	5-40 Acres
	\$ 7,500.00	Over 40 Acres
Vacation (Street, Utility, Drainage)	\$ 1,500.00	
	\$ 1,000.00	
Variance or appeal	\$ 750.00	

An escrow account shall be established as indicated above to cover all expenses incurred by the City as part of the plan review. In the case of applications including multiple requests the highest escrow deposit amount will be the only one initially required. The applicant is responsible for all costs incurred by the City during plan review. If the escrow account drops below 10% of the original deposit amount the City will require the submittal of an additional escrow deposit sufficient to cover any anticipated expenses. Upon City determination that the project is complete or expired, the City will return the remaining escrow deposit to the applicant.

DEVELOPMENT FEES

GIS Mapping Fee	\$ 90.00	/Lot
Park Dedication		
Commercial/Industrial/Assisted-Living/Skilled Nursing	\$ 2,520.00	/Acre
Residential	\$ 3,160.00	/Unit
Tree Preservation Mitigation Fee	\$ 485.00	/Tree
	\$ 350.00	/Tree
Street Lighting Operation Fee (New Development)	\$ 120.00	/Light (\$8/mo/light x 15 months)

ECONOMIC DEVELOPMENT ASSISTANCE

Tax Increment Financing or Tax Abatement	\$ 10,000.00	Escrow Deposit
Tax Exempt Financing	\$ 2,500.00	Application Fee, plus 1% Administration Fee

STAFF TIME

Staff time for chargeable event/projects shall be charged as the employee's hourly rate of pay plus benefits plus calculated overhead costs (when applicable). Overtime will be charged at 1.5 times the calculated hourly rate.

LATE FEE

Late penalty fee: a late charge of 10% or \$25.00, whichever is greater, will be charged for fees not paid when due.

Section 2. Effective Date of Ordinance. This ordinance shall be in force and effect from and after its passage and publication according to the Lino Lakes City Charter.

Adopted by the Lino Lakes City Council this 22nd day of November, 2021.

The motion for the adoption of the foregoing ordinance 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

1st Reading: November 8, 2021	Publication: November 30, 2021
2nd Reading: November 22, 2021	Effective: January 1, 2022

**City of Lino Lakes
Ordinance No. 08-21**

An Ordinance Adopting the 2022 City of Lino Lakes Fee Schedule and Providing for the Issuance Of Licenses, Permits and Collection of Fees Thereof; Repeals All Ordinances, Parts Of Ordinances and Previous Fee Schedules that Conflict Therewith.

The City of Lino Lakes City Council does ordain the following:

Section 1. Findings. Pursuant to Minnesota Law, the Lino Lakes City Charter, and the Lino Lakes City Code, and upon a review of a study conducted by City Staff, a fee schedule for City services and licensing is hereby adopted as follows:

2022 FEE SCHEDULE

ALCOHOLIC BEVERAGES

3.2 Beer Investigation, Initial Application Only	\$ 267.75	1 or 2
	\$ 471.75	3+
3.2 Beer Off-Sale	\$ 200.00	/Year
3.2 Beer On-Sale	\$ 300.00	/Year
3.2 Beer On-Sale Temporary	\$ 50.00	Plus \$5.00/Day
Club License	\$ 300.00	/Year
Liquor License Investigation Fee, Initial Application Only	\$ 267.75	1 or 2
	\$ 471.75	3+
Liquor License On-Sale	\$ 4,500.00	/Year
Liquor License Off-Sale	\$ 200.00	/Year
Liquor Temporary Permit	\$ 50.00	
Wine License Investigation Fee, Initial Application Only	\$ 267.75	1 or 2
	\$ 471.75	3+
Wine License	\$ 500.00	/Year
Sunday Liquor	\$ 200.00	/Year
On-Sale Brewer Taproom	\$ 500.00	/Year
Off-Sale Growler	\$ 200.00	/Year

AMUESMENT & COMMERCIAL RECREATION

Cabaret License	\$	35.00
Dances	\$	200.00 /Year
Gambling Permit Application	\$	10.00

BUSINESS & MISCELLANEOUS

Assessment Search Fee	\$	20.00 /Search
Background Check Fee	\$	35.00 /Background
Burning Permit	\$	50.00
Dog Kennel - Private	\$	20.00 /Year
Dog Kennel – Commercial	\$	105.00 /Year
Dog License Male/Female	\$	11.00 Not Spayed or Neutered
	\$	6.00 Spayed or Neutered
Copies: Per Page	\$	- /Page (1-10 Pages)
	\$	0.25 /Page (11-100 Pages)
	Actual Cost	100+ Pages
Copies: New Resident Labels	\$	5.00 /Month Flat Fee
Copies: Large Scale (>11"x17")	\$	0.50 /Square Foot
City Charter	\$	- First Copy
	\$	10.00 Each Additional Copy
City Code Book	\$	75.00
City Map	\$	2.50
Comp. Plan	\$	55.00
CD or DVD	\$	7.00
Election Filing Fee	\$	5.00
Fax Charge	\$	- 1-10 Pages
	\$	0.25 /Page 11+ Pages
Garbage Hauler License	\$	100.00 First Truck
	\$	45.00 Each Additional Truck
Lawn Sprinkling Violation	\$	25.00 First Violation
	\$	50.00 Each Subsequent Citation
Overweight Permit	\$	50.00
Pawn Shop Class A	\$	10,000.00
Pawn Shop Class B	\$	7,000.00
Class A Secondhand Goods Dealer	\$	720.00
Class B Secondhand Goods Dealer	\$	105.00
Class C Secondhand Goods Dealer	\$	- No Fee
Massage Therapist License (Individual)	\$	50.00 Annually
Therapeutic Massage Business License	\$	200.00 Annually
Pawn Shop Investigation	\$	15,400.00 Deposit on Costs
Pawn Shop In-State Investigation	\$	765.00

Pawn Shop Out-State Investigation	\$ 20,400.00	
Peddler, Solicitor, Transient Merchant	\$ 250.00	/6 Months
Rental Housing License (Annual)	\$ 69.00	1 or 2 Units Plus \$15.00/Unit for 3 or More Units (fee to be reduced by 50% if issued less than six months from expiration date)
Rental License Re-Inspection Fee	\$ 69.00	
Return Check Charge	\$ 30.00	
Special Event Permit	\$ 50.00	
Tobacco License	\$ 50.00	
Weed & Mowing Violation	\$ 150.00	First Hour
	\$ 75.00	Each Additional Hour
Additional Admin Fee	\$ 100.00	2nd Offense in Calendar Yr
	\$ 200.00	3rd and Each Additional Offense in Calendar Yr
Non-Payment Certification Fee	\$ 30.00	
Zoning Maps	\$ 5.00	Large or Colored
Zoning Ordinance	\$ 25.00	

PARK & RECREATION USER FEES

Field Rental - Resident Only		
Baseball/Softball Drag Only	\$ 20.00	/Evening
Baseball/Softball Drag & Chalk	\$ 30.00	/Evening
Soccer (Excluding Youth)	\$ 65.00	/Evening
Picnic Shelter Reservation	\$ -	Residents
	\$ 25.00	Non-Resident

FIRE REGULATIONS

Annual Permit for Sale of Consumer Fireworks	\$ 350.00	Exclusive Retail Seller
	\$ 100.00	In Conjunction with Existing Retail Store

POLICE FEES

Copy of Report	\$ -	To Subject of Data up to 3 Pages
	\$ 1.00	4th Page
	\$ 0.25	/Page 5-100 Pages
Copy of Report – Mail In	\$ 4.00	Up to 4 Pages
	\$ 0.25	/Page Thereafter

Vehicle Lockouts	\$	-	No Fee
Clearance Letter	\$	15.00	
Fingerprinting	\$	15.00	By Appointment
Photographs	\$	25.00	Plus Developing Costs
Digital Photographs	\$	25.00	Up to 16gb Flash Drive
Other Digital Documentation/Video	\$	25.00	Up to 16gb Flash Drive
False Alarms	\$	-	/Alarm (1-3) in Calendar Yr
	\$	52.50	/Alarm (4-10) in Calendar Yr
	\$	105.00	/Alarm (11+) in Calendar Yr
Vehicle Forfeiture Fee	\$	100.00	/Vehicle
Dangerous Dog Registration	\$	255.00	/Year

BUILDING - CONSTRUCTION UTILITES

Building Permit Fee Schedule

Building Permit Fees shall be based on the Fee Table.
 Fire Suppression Permit Fee shall be based on Fee Table.
 Minimum fee of \$69.00 for all permits.

Fee Table

Total Valuation	Fee
\$1.00 to \$1,360.00	\$69.00
\$1,361.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00. Min. Fee \$69.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof

Other Inspections and Fees

Work Commencing Before Permit Issuance

Double Permit Fee

Erosion Control Inspection Fee	
Single, Two-Family, Townhomes up to 8 Units	\$ 160.00
Multi-Family > 8 Units, Commercial, Industrial, and Institutional	Determined by Separate Agreement
Change of Use/Occupancy Inspections	\$ 69.00 /Trip
Erosion Control Re-Inspection Fee	\$ 69.00 /Trip
Inspections Outside of Normal Business Hours	\$ 69.00 /Hour*
Re-Inspection Fee	\$ 69.00 /Trip
Inspections for which no fee is specifically designed	\$ 69.00 /Trip
Additional Plan Review Required by Changes, Additions, or Revisions	\$ 69.00 /Hour**
For use of outside consultants for plan checking and inspections, or both	Actual Cost***
Plan Review Fee	
a. 65% of the Building Permit Fee	
b. 25% of the Building Permit Fee for review of similar plans (Master Plan) in a 12 month period	
Easement Encroachment Fee	County Recording Fee Plus \$25.00
Antenna, City Owned Property	\$ 250.00 Plus \$6,000 Escrow
Antenna, Private Property	See Building Fee Table
Accessory Building Permit: 200 sq. ft. or under in size	\$ 69.00
Accessory Building Permit: over 200 sq. ft. in size	See Building Fee Table
Fence Permit: 6 feet or under in height	\$ 69.00
Fence Permit: over 6 feet in height	See Building Fee Table
Grading Permit	\$ 160.00
Grading Permit Escrow Deposit (if not included in Dev. Contract)	\$ 300.00
Roofing Permit	\$ 106.00
Siding Permit	\$ 106.00
Swimming Pool Permit	\$ 160.00 In Ground \$ 106.00 Above Ground
Window/Door Replacement Permit	\$ 79.00 /Unit (max \$158.00)
Retaining Wall Permit	\$ 69.00
Mechanical (HVAC) permit: Gas Fireplace	\$ 69.00 Plus \$34.50 for Each Additional Fireplace
Mechanical (HVAC) Permit: Residential	\$ 69.00 Except New Construction
Mechanical (HVAC) Fee: New Construction Residential	\$ 158.00 Does Not Include Fireplaces
Mechanical (HVAC) Permit: Commercial	2% of the Contract Price (\$69.00 Minimum Fee)
Manufactured Home Permits	\$ 250.00
Plumbing Permit	\$ 11.00 /Fixture (\$69.00 Min. Fee)
Sewer Connection Inspection Fee	\$ 200.00

Water Connection Inspection Fee	\$ 250.00
Contractor License Verification	\$ 5.00 /Permit
Contractor Lead Certification Verification	\$ 5.00 /Permit
Contractor License	\$ 50.00
Metropolitan Council SAC (Sewer Availability Charge)	Per Met Council
Water Meter	City Cost plus \$50.00
MXU Unit	City Cost plus \$50.00
Water Meter + MXU Unit	City Cost plus \$50.00
Touch Pad	\$ 18.00
Curb Stop Covers	\$ 70.00
Septic Installation or Repair Permit	\$ 250.00
Septic Pumping Permit	\$ 10.00
Demolition Permit	\$ 69.00
Lawn Sprinkler/Irrigation System Permit	\$ 69.00
Irrigating or Watering of New Landscaping Permit (Sod or Seed)	\$ - No Fee
Driveway Replacement Permit	\$ 69.00
Sign Permit: Existing Billboard	\$ 85.00 /Year
Sign Permit: Permanent	See Building Fee Table
Sign Permit: Sandwich Board	\$ 25.00
Sign Permit: Temporary (portable/banner)	\$ 25.00 /Term
Storm Pond Aeration Permit	\$ 150.00

Fee Refund – Per applicant request, City staff may refund permit fees up to 80% for voided permits. Plan review fees and state surcharge fees are non-refundable. No refund shall be provided if permit has expired.

All permits issued are subject to applicable State surcharge fees.

- * Inspections made outside of normal business hours is a three-hour minimum charge.
- ** Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.
- *** Actual costs include administrative and overhead costs.

An escrow may be required, as determined by the City Engineer, to cover all costs incurred by the City for plan revision and construction observation.

ESCROW DEPOSITS

In order to obtain a Certificate of Occupancy, escrow deposits shall be collected if exterior work cannot be completed due to inclement weather, as determined by City Staff, whereupon a Temporary Certificate of Occupancy would be issued subject to the execution of an escrow agreement and payment thereof. Any unfinished work must be completed within six months (weather permitting) from the date of issuance. The following escrow amounts are hereby established:

- a. Driveway - \$1,000.00
- b. Exterior Concrete - \$1,000.00
- c. As-built Surveys - \$1,000.00
- d. Stucco (final coat only) - \$1,000.00
- e. Garage Floor - \$1,000.00
- f. Landscaping - \$2,500.00 (landscaping may be escrowed year-round per City Staff)
- g. Other – Determined by City staff at a rate of 125% of the actual improvement costs

Escrow deposits will be charged a \$100.00 non-refundable administrative fee.

Escrow deposits can be submitted through one of the following procedures:

- a. Escrow can be paid to the City upon execution of an agreement signed by both the payee and the City.
- b. The title company or lending institution can hold the escrow upon execution of an agreement signed by both the title company or lending institution and the City.

A partial release, of a multi-item escrow, will be charged a \$75.00 non-refundable administrative fee.

RIGHT-OF-WAY MANAGEMENT

Excavation Permit Fees

Hole (includes administration, plan review, inspection, testing and mapping)	\$	125.00
Trench (includes administration, plan review, inspection, testing & mapping)	\$	70.00 /100 Lineal Feet Plus Hole Fee

Obstruction Permit Fee

Includes administration, recording, review & inspection	\$	50.00 Plus \$0.05/ Lineal Foot
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Permit Extension Fee

Includes administration, recording & review	\$	55.00
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Delay Penalty

For up to three days of non-completion and non-prior notice before specified date.	\$	60.00
After three days an additional charter of \$10.00 per day will be levied.		

Degradation Fee

Degradation Fee Formula:

This formula covers degradation for depreciation caused by intrusion into the right-of-way. The depreciation applies to the original surface of the right-of-way and to the overlays and seal-coats applied to the surface. The formula includes life expectancy schedules for each and has an estimated cost per square yard based on the quality of the right-of-way surface required for different levels of traffic. This formula creates a degradation fee which is determined by the cost per square yard for street, overlay, and seal-coat, multiplied by the depreciation schedule, multiplied by the area of the street patch.

Degradation Fee:

(cost per square yard for street overlay and seal-coat x depreciation schedule rates) x area of street patch = degradation fee

UTILITY FEES

Water Utility Rates

Residential

Base Fee	\$	10.00 /Quarter/REU*
Consumption Fee		
0 - 20,000 Gallons	\$	1.94 /Thousand Gallons
20,001 - 40,000 Gallons	\$	2.16 /Thousand Gallons
40,001 - 80,000 Gallons	\$	2.70 /Thousand Gallons
80,001 - 120,000 Gallons	\$	3.24 /Thousand Gallons
Over 120,000 Gallons	\$	3.79 /Thousand Gallons

Non-Residential

Base Fee	\$	10.00 /Quarter/REU*
Consumption Fee		
0 - 20,000 Gallons	\$	1.94 /Thousand Gallons
20,001 - 40,000 Gallons	\$	2.16 /Thousand Gallons
Over 40,000 Gallons	\$	2.44 /Thousand Gallons

Non-Residential Irrigation**

Consumption Fee		
0 - 40,000 Gallons	\$	2.70 /Thousand Gallons
40,001 - 80,000 Gallons	\$	3.24 /Thousand Gallons
Over 80,000 Gallons	\$	3.80 /Thousand Gallons

*REU = a residential equivalent connection:

1. Residential - a single housing unit
2. Non-Residential - per Met Council Service Availability Charge Procedures Manual

**Non-Residential users with irrigation systems that do not have a separate irrigation meter will be charged at residential rates until such time that a separate irrigation meter is installed and inspected.

Sewer Utility Rates

Metered Sewer

Base Fee	\$	57.09 /Quarter/REU*
Consumption Fee		
Over 10,000 Gallons (based on winter average)	\$	1.10 /Thousand Gallons

Flat Sewer	\$	67.34 /Quarter/REU*
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*REU = a residential equivalent connection:

1. Residential - a single housing unit
2. Non-Residential - per Met Council Service Availability Charge Procedures Manual

Storm Water Utility Rates

Quarterly Base Rate

Residential Fee	\$	12.00 /Parcel
Non-Residential Fee	\$	175.00 /Acre of Impervious (\$12.00 minimum)

Late Penalty	10% of Unpaid Balance, Assessed Quarterly
Water Meter Rental	\$ 600.00 Deposit
	\$ 25.00 /Month
Additional Accessories	\$ 25.00 /Month
Water Usage Fee	\$ 5.00 /1,000 Gallons
Utility Non-Payment Certification Fee	\$ 30.00
Meter Testing (Our Cost, Delivered To Minneapolis)	\$ 100.00 5/8" - 3/4" Meter Test
	\$ 150.00 1" Meter Test
	\$ 250.00 1-1/2" - 2" Meter Test
Water Use Violation	\$ 25.00 1st Violation
	\$ 50.00 2nd and Subsequent Violations

City Trunk Utility Connection Fees - The Trunk Utility Connection Fee consists of two components: a Trunk Charge and an Availability Charge.

Trunk Charge

The trunk charge shall be paid at the time of subdivision approval or at the time of hook-up, whichever is first. Residential trunk charges are based on one unit per dwelling unit. Commercial/Industrial/Institutional (CII) trunk charges are based on a factor of 2.92 units per acre.

Sanitary Sewer	\$ 1,630.00 /Unit
Water	\$ 2,341.00 /Unit

Availability Charge

For residential properties, the availability charge shall be paid at the time of subdivision approval or at the time of hook-up, whichever is first. Commercial/Industrial/Institutional availability charges shall be paid at the time of building permit. Fees are based on the number of sanitary access charge (SAC) units assigned by Metropolitan Council Environmental Services (MCES). Residential uses shall be assigned one unit per dwelling unit unless otherwise noted by MCES.

City Sewer (CSAC)	\$ 1,525.00 /SAC Unit
City Water (CWAC)	\$ 1,473.00 /SAC Unit

The Lateral Service Connection Fee shall be in addition to the City Trunk Utility Connection Fees.

Lateral Service Connection Fees

If the lot or tract of land, or portion thereof, to be served by a lateral connection has not been assessed for the cost of construction, then the applicant shall pay, upon hook-up, a lateral connection in accordance with Resolution No. 02-149 (Bisel Amendment) based on the following front foot charges:

Sanitary Sewer	\$ 72.40 /Front Foot
Watermain	\$ 68.50 /Front Foot

Vacant Buildings: Owners of a commercial/industrial building(s) connected to City water and/or sewer utilities that are vacant due to business closures or other reasons may apply to have the number of billed REU's reduced to one (1) REU for purposes of calculating utility fees effective from the date the building(s) were vacated for as long as the building(s) remain unoccupied. When the building(s) again becomes occupied the owner must inform the City of such occupation, at which time the number of REU's will be determined and utility fees assessed according to the current fee structure. (*Ordinance No. 06-13, passed 8-26-13*)

REU = a residential equivalent connection:

1. Residential – a single housing unit
2. Non-Residential REU = per Met Council Service Availability Charge Procedures Manual

Surface Water Management

	Single/Two Family Lots	Multi Family Lots	Commercial/Industrial/Institutional Property
Fee Charge per Acre of Development	\$7,434.00	\$9,997.00	\$11,073.00

Fees are based on developable land in accordance with the policy provisions established in Resolution No. 92-70. Credits may be earned for sub-watershed trunk improvements.

CULVERT PRICES

All culvert prices are based on market prices and include tax & delivery and 15% administration fee.

LAND USE

Fees

Alternative Urban Area-wide Review (I-35E AUAR)	\$	300.00 /Acre
To be charged at the time of land use approval for projects within the I-35E Corridor AUAR area that require preliminary plats; conditional use permits; site and building plans; and planned unit developments. Once paid, the same land will not be charged again.		
Administrative Permit (no fee for Transient Merchant if issued by City Clerk)	\$	69.00
Zoning Confirmation Letter	\$	30.00

Escrow Deposits (Application Fee Required With Each Submittal)

Application Fee	\$	200.00
Comprehensive Plan Amendment	\$	3,000.00 40 Acres or Less
	\$	5,000.00 Over 40 Acres
Conditional Use Permit	\$	1,000.00 Residential
	\$	7,500.00 Commercial/Industrial/ Institutional
Environmental Assessment Worksheet	\$	10,000.00
Interim Use Permit	\$	7,500.00
Ordinance Amendment		
Map Amendment (Rezone)	\$	1,500.00 40 Acres or Less
	\$	5,000.00 Over 40 Acres
Text Amendment	\$	1,500.00
Planned Unit Development	\$	3,000.00 General Concept Plan
	\$	12,500.00 Development Stage Plan
	\$	7,500.00 Final Plan
Site Plan Review	\$	7,500.00
Subdivision		
Concept Plan Review	\$	1,500.00
Minor Subdivision	\$	3,000.00
Preliminary Plat	\$	5,000.00 Less than 5 Acres
	\$	7,500.00 5-40 Acres
	\$	12,500.00 Over 40 Acres

Final Plat	\$ 1,500.00	Less than 5 Acres
	\$ 5,000.00	5-40 Acres
	\$ 7,500.00	Over 40 Acres
Vacation (Street, Utility, Drainage)	\$ 1,500.00	
Variance or appeal	\$ 750.00	

An escrow account shall be established as indicated above to cover all expenses incurred by the City as part of the plan review. In the case of applications including multiple requests the highest escrow deposit amount will be the only one initially required. The applicant is responsible for all costs incurred by the City during plan review. If the escrow account drops below 10% of the original deposit amount the City will require the submittal of an additional escrow deposit sufficient to cover any anticipated expenses. Upon City determination that the project is complete or expired, the City will return the remaining escrow deposit to the applicant.

DEVELOPMENT FEES

GIS Mapping Fee	\$ 90.00	/Lot
Park Dedication		
Commercial/Industrial/Assisted-Living/Skilled Nursing	\$ 2,520.00	/Acre
Residential	\$ 3,160.00	/Unit
Tree Preservation Mitigation Fee	\$ 485.00	/Tree
Street Lighting Operation Fee (New Development)	\$ 120.00	/Light (\$8/mo/light x 15 months)

ECONOMIC DEVELOPMENT ASSISTANCE

Tax Increment Financing or Tax Abatement	\$ 10,000.00	Escrow Deposit
Tax Exempt Financing	\$ 2,500.00	Application Fee, plus 1% Administration Fee

STAFF TIME

Staff time for chargeable event/projects shall be charged as the employee’s hourly rate of pay plus benefits plus calculated overhead costs (when applicable). Overtime will be charged at 1.5 times the calculated hourly rate.

LATE FEE

Late penalty fee: a late charge of 10% or \$25.00, whichever is greater, will be charged for fees not paid when due.

Section 2. Effective Date of Ordinance. This ordinance shall be in force and effect from and after its passage and publication according to the Lino Lakes City Charter.

Adopted by the Lino Lakes City Council this 22nd day of November, 2021.

The motion for the adoption of the foregoing ordinance 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

**CITY OF LINO LAKES
RESOLUTION NO. 21-139**

**APPROVING A SUMMARY OF ORDINANCE NO. 08-21
FOR PUBLICATION**

WHEREAS, the City Council approved Ordinance No. 08-21, Establishing the 2022 Fee Schedule, for first reading on November 8, 2021 and second reading and final passage on November 22, 2021; and

WHEREAS, Ordinance No. 08-21 is lengthy and MN statute 412.191 allows the city to publish a summary of an ordinance, and

WHEREAS, the City Council has determined that the summary clearly informs the public of the intent and effect of the ordinance, and

WHEREAS, the publication in the official newspaper will include a notice that a full printed copy of the ordinance is available at City Hall;

NOW, THEREFORE, BE IT FURTHER RESOLVED by The City Council of The City of Lino Lakes, Minnesota:

That the City Council approves the summary in Attachment A for publication according to state law and the City Charter.

Adopted by the Council of the City of Lino Lakes this 22nd day of November, 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

ATTACHMENT A, RESOLUTION 21-139

**CITY OF LINO LAKES
SUMMARY OF ORDINANCE NO. 08-21**

AN ORDINANCE ADOPTING THE 2022 CITY OF LINO LAKES FEE SCHEDULE; REPEALS ALL ORDINANCES, PARTS OF ORDINANCES AND PREVIOUS FEE SCHEDULES THAT CONFLICT THEREWITH.

The City of Lino Lakes City Council does ordain the following:

Section 1. Findings. Pursuant to Minnesota Law, the Lino Lakes City Charter, and the Lino Lakes City Code, and upon a review of a study conducted by City staff, a fee schedule for City services and licensing is hereby adopted as follows:

2022 FEE SCHEDULE

- A. Alcoholic Beverages;
- B. Amusement and Commercial Recreation;
- C. Business & Miscellaneous;
- D. Park & Recreation User Fees;
- E. Fire Regulations;
- F. Police Fees;
- G. Building – Construction Utilities;
- H. Escrow Deposits;
- I. Right-Of-Way Management;
- J. Utility Fees;
- L. Culvert Prices;
- M. Land Use;
- N. Development Fees;
- O. Economic Development Assistance;
- P. Staff Time;
- Q. Late Fee

Section 2. Effective Date of Ordinance. This ordinance shall be effective 30 days after its publication.

Passed by the Lino Lakes City Council on November 22, 2021.

This is a summary of the adopted ordinance. A full printed copy of the ordinance is available at City Hall.

**CITY COUNCIL
AGENDA ITEM 3A**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: November 22, 2021

TOPIC: Appointment of Accounting Clerk II

VOTE REQUIRED: 3/5

INTRODUCTION

The Council is being asked to approve the appointment of Katie Sue Christofferson for the vacant Accounting Clerk II position in the Finance Department.

BACKGROUND

The previous Accounting Clerk II resigned on November 5, 2021. At this time, staff has completed the recruitment process, provided a conditional offer, and is recommending the approval of Katie Sue Christofferson for the Accounting Clerk II position.

Christofferson has worked for the City as the Accounting Clerk I since July of 2019. She brings with her over six years of accounting experience, over ten years of customer service, and is working towards the completion of her Associates Degree in Criminology. Christofferson has proven her ability to perform in the position and comes highly recommended.

The hourly rate of pay would be \$27.91, which is Step 1 of the Accounting Clerk II wage scale. The pay scale has 6 steps. With the Council's approval, Christofferson would start in the position on Monday, December 6, 2021.

RECOMMENDATION

Approve the appointment of Katie Sue Christofferson for the Accounting Clerk II position.

**CITY COUNCIL
AGENDA ITEM 4A**

STAFF ORIGINATOR: John Swenson, Public Safety Director

MEETING DATE: November 8, 2021

TOPIC: Approve Resolution 21-129 Authorizing City Prosecutor Access to Minnesota Government Data

VOTE REQUIRED: 3/5

INTRODUCTION

The Lino Lakes City Council approved a contract with GDO Law, formerly known as Geck, Duea & Olson, for prosecution services at the January 25, 2021 Council Meeting.

BACKGROUND

As part of providing prosecution services, prosecutor must have access to the electronic criminal and court documents. This access is currently granted to the attorney's serving as City Prosecutors through a system that will be upgraded by the State of Minnesota.

As part of the roll out of the upgraded Minnesota Government Access (MGA) the State of Minnesota is requiring that the City pass a resolution acknowledging the law firm that is providing prosecution services to the City. This resolution further authorizes staff to sign the Court Data Services Subscriber Amendment to CJDN Subscriber Agreement and State of Minnesota Joint Powers Agreement Authorized Agency agreements. Both agreements are attached to this staff report.

All associated costs are covered under the current contract with GDO Law and as such there will be no additional costs to the City.

RECOMMENDATION

Staff recommends the approval of Resolution 21-129.

ATTACHMENTS

Resolution 21-129
Court Data Services Subscriber Amendment to CJDN Subscriber Agreement
State of Minnesota Joint Powers Agreement Authorized Agency

**CITY OF LINO LAKES
RESOLUTION NO. 21-129**

**APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE
CITY OF LINO LAKES ON BEHALF OF ITS CITY ATTORNEY AND POLICE
DEPARTMENT**

WHEREAS, the City of Lino Lakes on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Lino Lakes on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Director of Public Safety, Chief John Swenson, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.
3. That the GDO Law, head prosecutor Robb L. Olson, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.
4. That Rob Rafferty, the Mayor for the City of Lino Lakes, and Julianne Bartell, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted by the Council on this ____ day of _____, _____.

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

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Lino Lakes on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 200490, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, 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. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Lino Lakes on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

 - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
 - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
 - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent quarterly for the amount of Three Hundred Ninety Dollars (\$390.00) or a total annual cost of One Thousand Five Hundred Sixty Dollars (\$1,560.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue
Saint Paul, MN 55106

Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: John Swenson, Chief
Address: 640 Town Center Pkwy
Lino Lakes, MN 55014
Telephone: 763.427.1212
Email Address: jswenson@linolakes.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 **Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 **Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 **Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1 Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2 Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3 If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and

the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

**CITY COUNCIL
AGENDA ITEM 5A**

STAFF ORIGINATOR: Rick DeGardner, Public Services Director

MEETING DATE: November 22, 2021

TOPIC: Consider Resolution No. 21-142, Approving the Name and Logo of the Rookery Activity Center

VOTE REQUIRED: 3/5

BACKGROUND

A primary key to success of launching the former YMCA facility is to create a brand identity for the new recreation center. The City Council approved the brand and marketing proposal with GameDay Sports during the September 13, 2021 City Council meeting.

During the November 1, 2021 City Council work session, Mr. Marc Morgan, Managing Partner of GameDay Sports, presented the proposed name of “The Rookery” along with several marketing themes for the recreation center. Based on feedback from the City Council, GameDay Sports along with WSB, developed several logo concepts that were reviewed by the Rec Center Advisory Committee on November 17, 2021.

Based on feedback from the November 17, 2021 meeting, Mr. Morgan presented several logo designs to the full City Council during this evening’s work session.

RECOMMENDATION

Staff recommends that the City Council officially adopt “The Rookery Activity Center” name and approve the official logo.

ATTACHMENTS

Resolution No. 21-142

**CITY OF LINO LAKES
RESOLUTION NO. 21-142**

APPROVING THE NAME AND LOGO OF THE ROOKERY ACTIVITY CENTER

WHEREAS, A primary key to success of launching the former YMCA facility is to create a brand identity for the new recreation center; and

WHEREAS, the City Council approved the brand and marketing proposal with GameDay Sports during the September 13, 2021 City Council meeting; and

WHEREAS, during the November 1, 2021 City Council work session, Mr. Marc Morgan, Managing Partner of GameDay Sports, presented the proposed name of “The Rookery” along with several marketing themes for the recreation center. Based on feedback from the City Council, GameDay Sports along with WSB, developed several logo concepts that were reviewed by the Rec Center Advisory Committee on November 17, 2021; and

WHEREAS, based on feedback Mr. Morgan presented several logo designs to the full City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes hereby approves the name “The Rookery Activity Center” and the accompanying logo.

Adopted by the City Council of the City of Lino Lakes this 22nd day of November, 2021.

The motion for the adoption of the foregoing resolution was introduced by Councilmember _____ and was duly seconded by Councilmember _____ 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

**CITY COUNCIL
AGENDA ITEM 5B**

STAFF ORIGINATOR: Rick DeGardner, Public Services Director

MEETING DATE: November 22, 2021

TOPIC: Consider Resolution No. 21-143, Approving Contract with Endurance Fitness

VOTE REQUIRED: 3/5

BACKGROUND:

The City Council accepted the Recreation and Aquatic Center Feasibility Study, prepared by the Isaac Sports Group (ISG), on June 28, 2021. The report examined programming options, three potential management models, and multiple fee structures. Financial operating budgets and projections were developed to evaluate the different options. The report also includes considerations for long term development and expansion, along with a project timeline and next steps. Keys to success are also included as a resource to identify key operating best practices and needs necessary to make the facility a success.

The City Council accepted the ISG Scope of Services Proposal during the August 23, 2021 City Council meeting to develop potential fitness and aquatic partnerships, and provide management support and development.

ISG and staff have identified and met with a local fitness provider to operate the fitness component of The Rookery Activity Center. The City Attorney has developed the Professional Management Services and Fitness Center Agreement and has been forwarded to the local fitness provider for review.

We are hopeful that both the City and the local fitness provider will be in a position to approve the agreement for the November 22, 2021 City Council meeting.

RECOMMENDATION

Approve Resolution No. 21-143

ATTACHMENTS

Resolution No. 21-143

**CITY OF LINO LAKES
RESOLUTION NO. 21-143**

APPROVING CONTRACT WITH ENDURANCE FITNESS

WHEREAS, the City Council accepted the Recreation and Aquatic Center Feasibility Study, prepared by the Isaac Sports Group (ISG), on June 28, 2021. The report examined programming options, three potential management models, and multiple fee structures. Financial operating budgets and projections were developed to evaluate the different options. The report also includes considerations for long term development and expansion, along with a project timeline and next steps. Keys to success are also included as a resource to identify key operating best practices and needs necessary to make the facility a success; and

WHEREAS, the City Council accepted the ISG Scope of Services Proposal during the August 23, 2021 City Council meeting to develop potential fitness and aquatic partnerships, and provide management support and development; and

WHEREAS, ISG and staff have identified and met with a local fitness provider to operate the fitness component of The Rookery Activity Center; and

WHEREAS, the City Attorney has developed the Professional Management Services and Fitness Center Agreement and has been forwarded to the local fitness provider for review.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes hereby approves the Professional Management Services and Fitness Center Agreement with Endurance Fitness.

Adopted by the City Council of the City of Lino Lakes this 22nd day of November, 2021.

The motion for the adoption of the foregoing resolution was introduced by Councilmember _____ and was duly seconded by Councilmember _____ 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

Professional Management Services and Fitness Center Agreement

This Agreement is made by and between Endurance Fitness of Minnesota (“EF”), a Limited Liability Company and the City of Lino Lakes (“City”), a Minnesota municipal corporation (“City”), hereinafter collectively referred to as the Parties.

City is the owner of a Recreational Facility, located at 7690 Village Drive in Lino Lakes, hereinafter referred to as the “Facility”. The Facility includes, among other uses, a fitness center previously operated by the YMCA.

The YMCA has ceased operations at the Facility and the City desires to retain a management company to operate a fitness center (the “Fitness Center”) within the Facility in order to benefit the public’s recreational opportunities and maximize the use of the Facility by City residents.

EF desires to manage the Fitness Center according to the terms and conditions set forth in this Agreement.

Therefore, in consideration of the mutual promises, terms, and conditions contained in this Agreement, the Parties hereby contract and agree as follows:

Section One Scope of Services

- 1.1 Subject to all policies and guidelines the City may establish from time to time pertinent to the Facility and Fitness Center; EF shall provide the following management services in compliance with all applicable Federal, State, and local laws and regulations:
 - 1) Operate all non-aquatic programs, classes and fitness spaces in the Fitness Center, and furnish the Fitness Center’s equipment, material and supplies and programs.
 - 2) Fully staff the Fitness Center with instructors and employees of EF and supervise their conduct and performance in the operation of the Fitness Center.
 - 3) Until the City has the necessary membership accounting system in place, collect all gross revenues generated by the Facility, and promptly transmit to the City, but in no event more than 45 days from the end of a given month in which fees are collected. Once the City has the accounting system in place it shall be responsible for collection of all gross revenues.
 - 4) Transmit to the City all membership revenue collected prior to February 1, 2022 for membership in effect February 1, 2022 to January 31, 2023.
- 1.2 EF shall offer basic and premium fitness classes and personal training programs as determined by EF in consultation with the City. Fees for premium fitness classes and personal training programs shall be shared per terms set forth in Exhibit A, but will be set by EF with the City’s written approval. The fee schedule shall provide for both nonresident and reduced resident rates. Members of EF as of January 31, 2022 shall also be entitled to resident rates, provided they renew their membership with the Facility by April 30, 2022. Subject to Section 1.1 above, the policies, procedures, and operations of the Fitness Center will be the responsibility of EF.

- 1) As consideration for the services provided herein; EF will be compensated as provided in Exhibit A, attached hereto and incorporated by reference.
- 2) All fixtures and improvements, except equipment furnished by EF, will become part of the Fitness Center and remain with the Fitness Center at the end of this Agreement.
- 3) Until the City has its membership accounting system in place, EF will keep a separate accounting of all receipts from memberships and program and class fees received at the Fitness Center. EF shall provide accounting records to the City at the City's request.

Section Two Term of Agreement

- 2.1 The term of this agreement shall be five (5) years and 39 days, commencing November, 23, 2021. Termination shall be effective at the end of the term provided, however, that earlier termination due to uncured defaults may occur as provided in Section Eleven. In addition, the City shall have an annual right to terminate this agreement by providing EF with six months' written notice of termination. The City may also terminate this agreement if EF is sold to a third party.
- 2.2 Parties may negotiate renewal terms. Negotiation shall commence prior to one year from the expiration of this agreement.

Section Three Operation of the Fitness Center

- 3.1 City shall prepare the Fitness Center to allow EF to access it by January 15, 2022 to install equipment. The Fitness Center shall be operational no later than February 1, 2022.
- 3.2 Subject to the policies and guidelines established by City, EF shall be responsible and have complete authority over the day to day operations of the Fitness Center. EF shall, with the City's review and approval, determine fitness classes and programming that will be offered. Programming shall include basic fitness classes to be included with facility membership and shall be comparable to existing EF programs set forth in Exhibit B.
- 3.3 EF's operational duties and responsibilities shall include, but not be limited to, opening and closing the Fitness Center, hiring, firing and supervising all employees and contractors, acquisition and maintenance of any required licenses, and security.
- 3.4 EF shall provide for regular cleaning and upkeep of Fitness Center workout areas and equipment, which shall include wiping down of equipment and sweeping out of workout spaces after classes.

- 3.5 The City shall establish and adjust the days and hours of operation of the Fitness Center after consultation with EF.
- 3.6 City shall provide EF with all office space and Fitness Center access reasonably necessary for the performance of EF's operational duties and responsibilities.
- 3.7 EF and City shall cooperate in marketing and promotion of Fitness Center and Fitness Center programs, and in the preparation and dissemination of marketing and brochure information.

**Section Four
Accounting**

- 4.1 Until the City has the necessary membership accounting system in place, EF shall submit to City, within forty-five (45) days after the end of each month, standard financial reports for the Fitness Center including a balance sheet and statement of revenues and expenditures for the current month and year to date. EF will also provide to City a statement of cash flows and a copy of the general ledger. City shall promptly advise EF of any objection to each monthly report.
- 4.2 As often as may be reasonably required by City, City and EF shall together conduct inventories of all assets, equipment, and expendable supplies of the Fitness Center.
- 4.3 The City reserves the right with proper notice to review standard financial reports of EF.

**Section Five
Contracting Authority**

- 5.1 EF shall not without City's prior written approval:
 - 1) Enter into any vendor, service or user/rental occupancy contracts for the Fitness Center that have a term longer than one (1) year, or
 - 2) Enter into any contracts for purchase of goods, equipment or services for the Fitness Center that are in excess of ten thousand dollars (\$10,000).

**Section Six
Repairs and Maintenance**

- 6.1 EF shall be responsible for repairs and maintenance of all workout equipment, which shall be kept free of defects and in good working order.
- 6.2 City shall be responsible for replacement of all major building components and systems in the Fitness Center. City shall provide for maintenance and cleaning of fitness and workout spaces except as provided herein.

**Section Seven
Employees**

- 7.1 All personnel employed at the Fitness Center shall be employees of EF and not of City. EF shall select the number, function, qualifications, compensation and benefits of these employees and shall control the terms and conditions of their employment.

**Section Eight
Personal Property**

- 8.1 Except as provided herein, ownership of the personal property shall remain with the party who supplied same.
- 8.2 If EF, as a business, is sold, and the City terminates this agreement as provided in Section 2.1 hereof, the City shall have the right to continue to use all fitness equipment in the Fitness Center, notwithstanding EF's ownership of the equipment, for one (1) year from the date of termination. At the expiration of the one year period, EF shall promptly remove the equipment. If the equipment is not removed within thirty (30) days, it shall be deemed abandoned.

**Section Nine
Insurance**

- 9.1 City shall carry real property insurance on the Facility and Fitness Center against loss or damage in such amounts as may be determined by City.
- 9.2 EF shall carry the following minimum insurance, in the name of EF with City listed as additional insured:
- 1) Commercial general liability insurance insuring against claims for injury, death or property damage occurring on, in or about the Facility with single limit, aggregate and excess liability coverage in a minimum amount of \$2,000,000 per occurrence, \$3,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability.
 - 2) Worker's Compensation in a statutory amount and Employers Liability Insurance in the amount of \$500,000 on all personnel employed by EF at the Fitness Center, during the term of this Agreement.
 - 3) Employee Theft and Third-Party Theft Crime Insurance in the amount of \$500,000.
 - 4) Excess Liability coverage in the amount of \$1,000,000

- 9.3 Prior to beginning operations under this Agreement, EF shall provide City with certificates of insurance noting the above required coverages and noting the City as an additional insured prior to commencement of the Agreement. All policies required of EF shall be issued by companies authorized to do business in the State of Minnesota. All insurance policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising from EF's performance under this Agreement. All policies and certificates of insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.

Section Ten Default

- 10.1 When a party fails to timely make any payment due hereunder or breaches any of the material terms hereof, such party shall be in default.
- 10.2 If a default occurs, the non-defaulting party must notify the defaulting party in writing by certified mail or hand delivered letter within ten (10) days the nature of the default. The defaulting party shall have fifteen (15) days from receipt of the written notice to remedy the default, unless the default presents a danger to the Facility, the public, employees of EF, or any other danger. Such defaults that present a danger to the Facility, the public, employees of EF or any other danger, must be corrected within twenty-four (24) hours.
- 10.3 Upon failure of the defaulting party to remedy the default within the time prescribed the non-defaulting party may terminate this Agreement.
- 10.4 Upon termination of this Agreement the non-defaulting party may pursue all remedies available to it under the terms hereof and under any applicable law.

Section Eleven Applicable Law

- 11.1 This Agreement shall be governed by the laws of the State of Minnesota. The prevailing party in any such proceeding shall be entitled to recover its costs and reasonable attorney fees including collection costs.

Section Twelve Indemnification

- 12.1 Each party shall indemnify and hold harmless the other party, its directors, officers, employees, agents, successors, and assigns from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements incurred in connection with the indemnifying party's failure to perform its obligations and duties under this Agreement.

**Section Thirteen
Other Provisions**

13.1 Notices to the parties shall be deemed to have been given when mailed by certified mail, commercial carrier, or personal delivery to the parties at the following addresses:

City of Lino Lakes
600 Town Center Pkwy
Lino Lakes, MN 55014

Endurance Fitness of MN
5880 Archer Lane N
Plymouth, MN 55446

13.2 This Agreement, including all Exhibits, constitutes the entire understanding between the parties relating to the rights herein granted and the obligation herein assumed and correctly sets forth the rights, duties, and obligations of each party to the other as of the date of this Agreement. Any prior Agreements, promises, negotiations or representations regarding the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. No alteration or variation of any provision of this Agreement shall be valid unless reduced to writing and signed by both parties.

13.3 This Agreement shall benefit and bind the successors, affiliates and assigns of the party. No course of dealing between the parties and no failure to exercise any right granted, or provision included by this Agreement shall be construed as a waiver of the right to enforce the terms of this Agreement as written.

13.4 This Agreement shall not be assigned by either party without the other's prior written consent.

13.5 If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect as written, such provision shall be automatically modified to the minimum extent necessary to make it enforceable and the provision as so modified shall be enforced, without invalidating the Agreement as a whole.

13.6 Each party is a valid and legally existing entity and each of the undersigned hereby state that he/she has fully authority to enter into this Agreement and hereby accepts this Agreement on behalf of the entities identified below.

13.7 This Agreement may be executed in any number of counterparts, including fax or facsimile transmission or scanned and emailed, and each counterpart shall be deemed to be an original instrument, all such counterparts together shall constitute one (1) instrument.

13.8 This Agreement supersedes any other Agreement between EF and the City for the operation of the Facility.

13.9 The effective date of this Agreement is the date of execution by the last party to sign.

City of Lino Lakes

Endurance Fitness

By: _____
Its Mayor

By: _____

Date: _____

Date: _____

Attest:

City Clerk

Exhibit A
Fees Due to Endurance Fitness

Fees to be remitted by the City to EF during operation of the Fitness Center under the terms of this agreement are as follows.

Monthly Fee

The total monthly fee will be remitted by the City to EF prior to month end.

	<i>Management Fee</i>	<i>Membership Fee</i>	<i>Total Monthly Fee</i>
2022	\$6,250	\$6,250	\$12,500
2023	\$6,250	\$5,415	\$11,665
2024	\$6,250	\$5,415	\$11,665
2025	\$6,250	\$5,415	\$11,665
2026	\$6,250	\$5,415	\$11,665

Quarterly Fee

Share of program revenue will be remitted by the City to EF within 45 days of quarter end.

<i>Program</i>	<i>EF Share of Program Revenue</i>
Classes/Programs Requiring Fee	50%
Personal and Specialty Training	75%
Spinning Classes	75%

In addition, in years 2023-2026, the City will remit an additional membership fee, if applicable. The additional membership fee will be calculated as follows and remitted by the City to EF within 45 days of quarter end.

<i>Additional Membership Fee</i>
4% of Quarterly Membership Revenue
Less
\$16,245

Setup Fee

The City will share in the cost of moving and installing fitness and workout equipment at the Fitness Center. Reimbursement in the amount of 50% of actual cost, not to exceed \$15,000, will be provided by the City to EF. The moving and installation must occur prior to February 1, 2022 and the request along with support for reimbursement must be provided to the City within 45 days for reimbursement.

Exhibit B Basic Fitness Classes – November 2021

Monday				Thursday		
Time	Class	Studio	Instructor	Time	Class	Instructor
5:15 - 6:15 a.m.	BodyPump®		Roger	5:30 - 6:30 a.m.	Tabata/Les Mills Core®	Barb
7:30 - 7:55 a.m.	Core Conditioning		Stephanie	8:00 - 9:00 a.m.	BodyPump®	Barb/Paula
8:00 - 8:30 a.m.	HIIT		Stephanie	9:15 - 10:15 a.m.	BodyCombat®	Wendy
8:40 - 9:10 a.m.	Cardiokick		Stephanie	11:15 - 12:00 p.m.	Yoga Sculpt	Rhonda
9:30 - 10:30 a.m.	BodyPump®		Wendy			
11:15 - 12:00 p.m.	CardioLite		Rhonda			
4:35 - 5:30 p.m.	BodyCombat®		RayLynn	4:00 - 5:00 p.m.	Yoga	Paula
5:40 - 6:40 p.m.	BodyPump®		Paula	5:15 - 6:15 p.m.	BodyPump®	Penny
6:45 - 7:15 p.m.	Yoga Sculpt		Paula	6:30 - 7:30 p.m.	OULA	Catherine
7:30 - 8:30 p.m.	OULA		Michelle/Catherine			
Tuesday				Friday		
Time	Class		Instructor	Time	Class	Instructor
5:00-6:00 a.m.	BodyStep®		Barb	5:00 - 6:00 a.m.	BodyPump®	Roger
6:10 - 7:10 a.m.	BodyCombat®		Wendy	6:10 - 7:00 a.m.	BodyStep®	Wendy
8:00 - 9:00 a.m.	BodyPump®		Stephanie	7:10 - 8:20 a.m.	Core / HIIT	Stephanie
9:10 - 10:10 a.m.	BodyPump®		Stephanie	8:30 - 9:20 a.m.	Yoga	Paula
11:15 - 12:00 p.m.	Yoga Sculpt		Rhonda	9:30 - 10:30 a.m.	BodyPump®	Victoria
4:00 - 5:00 p.m.	Yoga		Rhonda	5:30 - 6:30 p.m.	BodyPump®	Jon/Paula
5:30 - 6:30 p.m.	BodyStep®		Jon	6:30 - 7:30 p.m.	BodyFlow®	Jon/Paula
Wednesday				Saturday		
Time	Class		Instructor	Time	Class	Instructor
5:15 - 6:15 a.m.	BodyPump®		Roger	8:00 - 9:00 a.m.	BodyPump®	Steph/Wendy
8:00 - 9:00 a.m.	Yoga/BodyFlow®		Paula	9:10 - 10:10 a.m.	BodyStep®	Steph/Wendy
9:15 - 10:15 a.m.	BodyPump®		Wendy/Paula	**8:00 a.m.	Cardio Kickboxing	Nicole
10:25 - 10:55 a.m.	Tabata		Wendy/Paula			
11:15 - 12:00 p.m.	Cardiolite		Rhonda			
4:45 - 5:30 p.m.	HIIT		Barb			
5:45 - 6:30 p.m.	BodyPump Express®		RayLynn			
6:40 - 7:10 p.m.	Les Mills Core®		RayLynn			
				Sunday		
Time	Class		Instructor	Time	Class	Instructor
7:30 - 8:30 a.m.	BodyPump®		Barb	7:30 - 8:30 a.m.	BodyPump®	Barb
8:40 - 9:10 a.m.	Les Mills Core®		Barb	8:40 - 9:10 a.m.	Les Mills Core®	Barb
9:20 - 10:20 a.m.	BodyStep®		Mike	9:20 - 10:20 a.m.	BodyStep®	Mike
6:30 - 7:30 p.m.	BodyFlow®		Tommy			

*Cardio Kickboxing will be a FREE training class to try through November!
Classes are held in the personal training room and are limited to 8 participants. No equipment necessary.

**CITY COUNCIL
AGENDA ITEM 6A**

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: November 22, 2021

TOPIC: Consider Resolution No. 21-141, Approving Change Order No. 2 and Final Payment No. 16, Water Tower No. 3

VOTE REQUIRED: 3/5

INTRODUCTION

Staff is requesting council consideration to approve Change Order No. 2 and Final Payment No. 16 for the Water Tower No. 3 Project.

BACKGROUND

On August 26, 2019, the City Council awarded the bid for the Water Tower No. 3 Project to Landmark Structures in the amount of \$4,067,000. Water Tower No. 3 is a 1.5 million gallon composite tower located off Birch Street and Centerville Road.

The project was successfully completed in October of 2021. Change Order No. 2 includes a credit of \$4,538.00 resulting from unused structural piling quantities for the foundation. The change order also includes a credit of \$420.22 for the Contractor's contribution (50% split with City) to repair a relocated hydrant.

Application for Payment No. 16 in the amount of \$4,067,602 includes Change Order No. 2 and is the final pay request for the project. Landmark Structures has completed the punch list and submitted the required project closeout documents (IC-134, Consent of Surety, etc.). The engineers on the project, WSB and Associates, reviewed the application and find it acceptable for payment. The final payment due to the contractor is \$210,452.63. Funding for the project is through the City's Trunk Area and Unit Fund.

RECOMMENDATION

Approve Resolution No. 21-141, Approving Change Order No. 2 and Final Payment No. 16, Water Tower No. 3 in the amount of \$210,452.63 to Landmark Structures.

ATTACHMENTS

1. Resolution 21-141
2. CO No. 2 & Final Pay Request No. 16

**CITY OF LINO LAKES
RESOLUTION NO. 21-141**

**APPROVING CHANGE ORDER NO. 2 AND FINAL PAYMENT NO. 16 FOR THE
WATER TOWER NO. 3 PROJECT**

WHEREAS, on August 26, 2019, the City Council awarded the bid for the Water Tower No. 3 Project to Landmark Structures in the amount of \$4,067,000; and

WHEREAS, a complete summary of the project costs and change orders are detailed in Application for Payment No. 16 (Final) for Water Tower No. 3 and can be found on file at the offices of the City of Lino Lakes;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes that the City Council hereby approves Change Order No. 2 and authorizes payment of Request No. 16 (Final) in the amount of \$210,452.63.

Adopted by the Council of the City of Lino Lakes this 22nd day of November, 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



November 15, 2021

Mr. Michael Grochala
Community Development Director
City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014

Re: Final Application for Payment No. 16 and
Change Order No. 2
Water Tower No. 3
WSB Project No. 13091-000

Dear Mr. Grochala,

Please find attached Change Order No. 2 and Final Application for Payment No. 16 from Landmark Structures for the construction of Water Tower No. 3.

Change Order No. 2 includes a credit of \$4,538.00 for the unused quantities for the structural piling for the foundation. The change order also includes a credit of \$420.22 for the Contractor's contribution (50% split with City) to repair a relocated hydrant.

Application for Payment No. 16 includes Change Order No. 2 and is the final pay request for this project. Landmark Structures has completed the punch list and submitted the required project closeout documents (IC-134, Consent of Surety, etc.). We reviewed this application and find it acceptable for payment. Therefore, we recommend making a final payment of \$210,452.63 to Landmark Structures. If you are in agreement, please sign the application and process it for payment.

Sincerely,

WSB

Greg Johnson, PE
Director of Water/Wastewater

CHANGE ORDER NO. 2

Water Tower No. 3
WSB PROJECT NO.: 13091-000

August 27, 2021

OWNER:

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

CONTRACTOR:

Landmark Structures
1665 Harmon Road
Fort Worth, TX 76177

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENT DESCRIPTION:

- 1. Base Bid included 5,676 LF of pipe piling (delivered and installed). Actual quantity performed (delivered and installed) was 3,407 LF. Deduct \$4,538.00 from the Contract for the unused quantities for pile delivery and driving.
- 2. Relocated fire hydrant leaking after re-installed by US Sitework. City hired a 3rd party contractor to fix leak. Cost to be split 50/50 with City and Landmark. Total invoice of \$840.44, deducting \$420.22 from Contract.

IT IS UNDERSTOOD THAT THIS CHANGE ORDER INCLUDES ALL ADDITIONAL COSTS AND TIME EXTENSIONS WHICH ARE IN ANY WAY, SHAPE, OR FORM ASSOCIATED WITH THE WORK ELEMENTS DESCRIBED ABOVE.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

ORIGINAL CONTRACT PRICE:	\$4,067,000.00	ORIGINAL CONTRACT TIME:	Substantial - 8/2/2021 Final - 9/2/2021
PREVIOUS CHANGE ORDERS:	\$5,560.00	NET CHANGE FROM PREVIOUS CHANGE ORDERS:	2 Days
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER:	\$4,072,560.00	CONTRACT TIME PRIOR TO THIS CHANGE ORDER:	Substantial - 8/2/2021 Final - 9/2/2021
NET INCREASE/DECREASE OF THIS CHANGE ORDER:	-\$4,958.22	NET INCREASE OF CHANGE ORDER:	0 Days
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS:	\$4,067,601.78	CONTRACT TIME WITH APPROVED CHANGE ORDERS:	Substantial - 8/4/2021 Final - 9/4/2021

RECOMMENDED BY:

GREG F. JOHNSON, PE, PROJECT MANAGER

APPROVED BY:

CONTRACTOR SIGNATURE

WSB
ENGINEER

Landmark Structures
CONTRACTOR

APPROVED BY:

CITY ENGINEER

CITY PUBLIC WORKS DIRECTOR

DATE

DATE

TO OWNER/CLIENT:

City of Lino Lakes
600 Town Center Parkway
Lino Lakes, Minnesota 55014

PROJECT:

1662 - 1662 Lino Lakes, MN - 1.5 MG CET
1750 Birch Street
Lino Lakes, Minnesota 55038

APPLICATION NO: 16

INVOICE NO: 16

PERIOD: 07/26/21 - 08/31/21

OWNER'S CONTRACT NO:

CONTRACT DATE:

FROM CONTRACTOR:

Landmark Structures
1665 Harmon Rd
Fort Worth, Texas 76177

VIA ARCHITECT/ENGINEER:

Greg Johnson (WSB & Associates, Inc.)
178 East 9th Street, Suite 200
St. Paul, Minnesota 55101

CONTRACT FOR: Lino Lakes, MN - 1.5 MG CET Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$4,067,000.00
2. Net change by change orders	\$601.78
3. Contract Sum to date (Line 1 ± 2)	\$4,067,601.78
4. Total completed and stored to date (Column G on detail sheet)	\$4,067,601.78
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$4,067,601.78
7. Less previous certificates for payment (Line 6 from prior certificate)	\$3,857,149.15
8. Current payment due:	\$210,452.63
9. Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

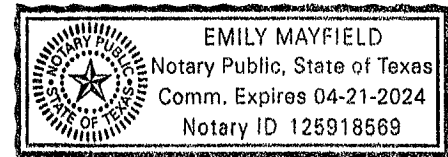
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$10,862.00	\$(5,302.00)
Total approved this month:	\$0.00	\$(4,958.22)
Totals:	\$10,862.00	\$(10,260.22)
Net change by change orders:	\$601.78	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Landmark Structures

By: *[Signature]* Date: 8/31/2021

State of: Texas
County of: Tarrant
Subscribed and sworn to before
me this 31st day of August, 2021
Notary Public: *Emily Mayfield*
My commission expires: 4/21/2024



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$210,452.63

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: *Greg Johnson* Date: 11-16-2021

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

CITY OF LINO LAKES

By: _____ Date: _____

The Rookery Visual Identity



The Rookery

ACTIVITY CENTER

Lino Lakes has one of the largest Great Blue Heron Rookeries in North America. This is unique to the Lino Lakes community and with the Rec Center in close proximity to the Blue Heron Colony, this unique connection will resonate with residents.



Great Blue Heron and their habitat align with our goal of creating a brand that appeals to young families as we develop our story:

Heron flocks live in their own colony - young and old

→ **Lino Lakes Community Pride**

Heron are family birds and stick together returning to their nesting area each year

→ **Membership allows citizens to return and participate in a variety of activities year round**

Heron are water and land based animals

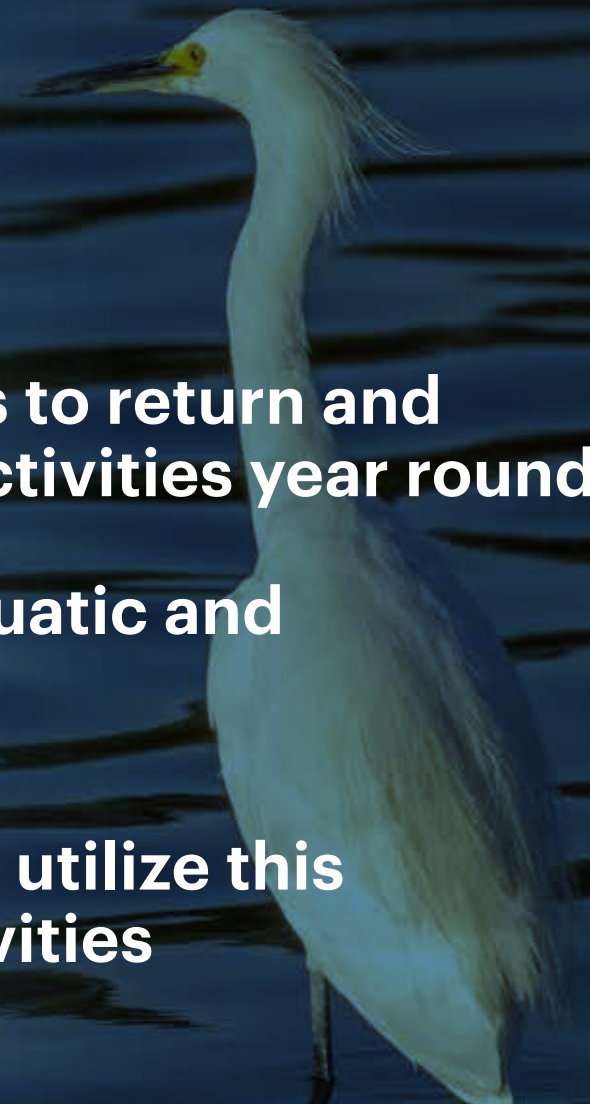
→ **The Rookery offers both aquatic and non-aquatic activities**

A 'Brood' is a baby Heron

→ **Unique to Lino Lakes, the Rookery can utilize this term with our youth program and activities**

Heron support each other – often sharing food sources and defending the rookery together.

Membership provides support to the community – every dollar spent goes back to support programs.



Logo Concepts

CONCEPT 1



THE ROOKERY

ACTIVITY CENTER

CONCEPT 1



THE ROOKERY

ACTIVITY CENTER

- Too busy
- Typography not as strong

CONCEPT 2



CONCEPT 2



- Too cartoon-like
- Too far of a departure from the Lino Lakes brand

CONCEPT 3



CONCEPT 3



- Too simple
- Not as strong

Our Recommendation



CITY OF
LINCOLN LAKES





THE ROOKERY
ACTIVITY CENTER



THE ROOKERY
ACTIVITY CENTER

Aa

Font: Graphik

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj

Kk Ll Mm Nn Oo Pp Qq Rr Ss

Tt Uu Vv Ww Xx Yy Zz

0 1 2 3 4 5 6 7 8 9





Lorem Ipsum is simply dummy text of the printing and typesetting industry.

Lorem Ipsum has been the industry's standard dummy text ever since the 1500s, when an unknown printer

took a galley of type and scrambled it to make a type specimen book.

It has survived not only five centuries, but also the leap into electronic typesetting, remaining essentially unchanged.



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THE ROOKERY
ACTIVITY CENTER





THE NEST





Thank You