

EXPANDED AGENDA



**CITY COUNCIL AGENDA**

**Monday, March 27, 2023**

\*\*\*\*\*

**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, 6:00 P.M.**

**Community Room (not televised)**

1. Repair of Aerial 1, John Swenson
2. Review Regular Agenda

**CITY COUNCIL MEETING, 6:30 P.M.**

- Call to Order and Roll Call - **Lyden, Stoesz, Ruhland, Cavegn, Rafferty were present**
- Pledge of Allegiance
- Open Mike / Public Comment *(in person or received in writing prior to meeting)*  
**Bob Nelson, 6733 East Shadow Lake Drive expressed his concerns regarding safety along Black Duck Drive.**
- Setting the Agenda: Addition or deletion of agenda items

**The agenda was approved as presented.**

**1. CONSENT AGENDA**

- A) Consider Approval of Expenditures for March 27, 2023 (Check No. 118265 through 118352) in the Amount of \$381,896.07
- B) Consider Approval of March 6, 2023 Work Session Minutes
- C) Consider Approval of March 6, 2023 Closed Council Session Minutes
- D) Consider Approval of March 13, 2023 Work Session Minutes
- E) Consider Approval of March 13, 2023 Council Meeting Minutes
- F) Consider Approval of Application for an Exempt Permit for Lawful Gambling Conducted by St. Joseph of the Lakes Catholic Church
- G) Consider Resolution 23-30, Approving a Solicitor License for Renewal by Anderson

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

**2. FINANCE DEPARTMENT REPORT**

No report

**3. ADMINISTRATION DEPARTMENT REPORT**

- A) Consider Appointment of Custodial Worker, Rick DeGardner

**Action Taken: Motion by Ruhland, seconded by Stoesz, to approve the appointment of Tracie Scott as recommended, was adopted**

**4. PUBLIC SAFETY DEPARTMENT REPORT**

- A) Consider Approval of City of Lexington Equipment Donation, John Swenson

**Action Taken: Motion by Ruhland, seconded by Cavegn, to approve the acceptance of a donation as recommended, was adopted**

**5. PUBLIC SERVICES DEPARTMENT REPORT**

- A) Consider Approval of Resolution No. 23-31, Accepting Bids and Awarding a Contract, Watermark Park Irrigation System, Rick DeGardner

**Action Taken: Motion by Cavegn, seconded by Ruhland, to approve Resolution No. 23-31 as presented, was adopted**

- B) Consider Approval of Resolution No. 23-32, Awarding Contracts for Watermark Park Shelter, Rick DeGardner

**Action Taken: Motion by Lyden, seconded by Stoesz, to approve Resolution No. 23-32 as presented, was adopted**

**6. COMMUNITY DEVELOPMENT REPORT**

- A) City Code Chapter 1010: Signs, Katie Larsen

- i. Consider 2nd Reading of Ordinance No. 01-23, Sign Ordinance Amendment

**Action Taken: Motion by Cavegn, seconded by Ruhland, to approve the 2nd Reading and Adoption of Ordinance No. 01-23 as presented, was adopted: Yeas 5; Nays none**

- ii. Consider Resolution No. 23-21, Authorizing Summary Publication

**Action Taken: Motion by Stoesz, seconded by Lyden, to approve Resolution No. 23-21 as presented, was adopted**

- B) Centennial Middle School Tennis Court Relocation and Parking Lot Addition, Katie Larsen

- i. Consider Resolution No. 23-25, Approving Conditional Use Permit for Schools

**Action Taken: Motion by Lyden, seconded by Ruhland, to approve Resolution No. 23-25 as presented, was adopted**

- ii. Consider Resolution No. 23-26, Approving Site Improvement Performance Agreement

**Action Taken: Motion by Ruhland, seconded by Stoesz, to approve Resolution No. 23-26 as presented, was adopted**

- iii. Consider Resolution No. 23-27, Approving Maintenance Agreement for Stormwater Management Facilities

**Action Taken: Motion by Cavegn, seconded by Lyden, to approve Resolution No. 23-27 as presented, was adopted**

- C) Consider Approval of Resolution No. 23-28, Accepting Quotes and Awarding a Construction Contract, 2023 Seal Coat and Crack Fill Project, Diane Hankee

**Action Taken: Motion by Cavegn, seconded by Ruhland, to approve Resolution No. 23-28 as presented, was adopted**

- D) Consider Approval of Resolution No. 23-24, Approving the Delegated Contract Process for Federally Funded Projects, Diane Hankee

**Action Taken: Motion by Cavegn, seconded by Lyden, to approve Resolution No. 23-24 as presented, was adopted**

- E) Consider Resolution No. 23-29, Authorizing 2024 Environmental and Natural Resources Trust Fund Application for Water Stewardship, Michael Grochala

**Action Taken: Motion by Cavegn, seconded by Ruhland, to approve Resolution No. 23-29 as presented, was adopted**

**7. UNFINISHED BUSINESS**



None

**8. NEW BUSINESS**

None

**Adjournment**

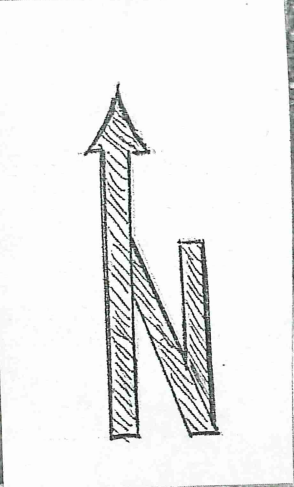
**Action Taken: Motion by Ruhland, seconded by Cavegn, to adjourn at 7:40 p.m., was adopted**

| <i>Community Calendar – A Look Ahead</i>  |                           |                      |
|---|---------------------------|----------------------|
| March 27, 2023 through April 10, 2023   |                           |                      |
|  Wednesday, March 29 | 6:30 pm, Council Chambers | Environmental Board  |
|  Monday, April 3     | 6:00 pm, Community Room   | Council Work Session |
|  Wednesday, April 5  | 6:30 pm, Council Chambers | Park Board           |
|  Thursday, April 6   | 8:00 am, Community Room   | EDAC                 |
|  Monday, April 10    | 6:00 pm, Community Room   | Council Work Session |
|  Monday, April 10    | 6:30 pm, Council Chambers | City Council Meeting |

CAR

PEDESTRIAN  
START

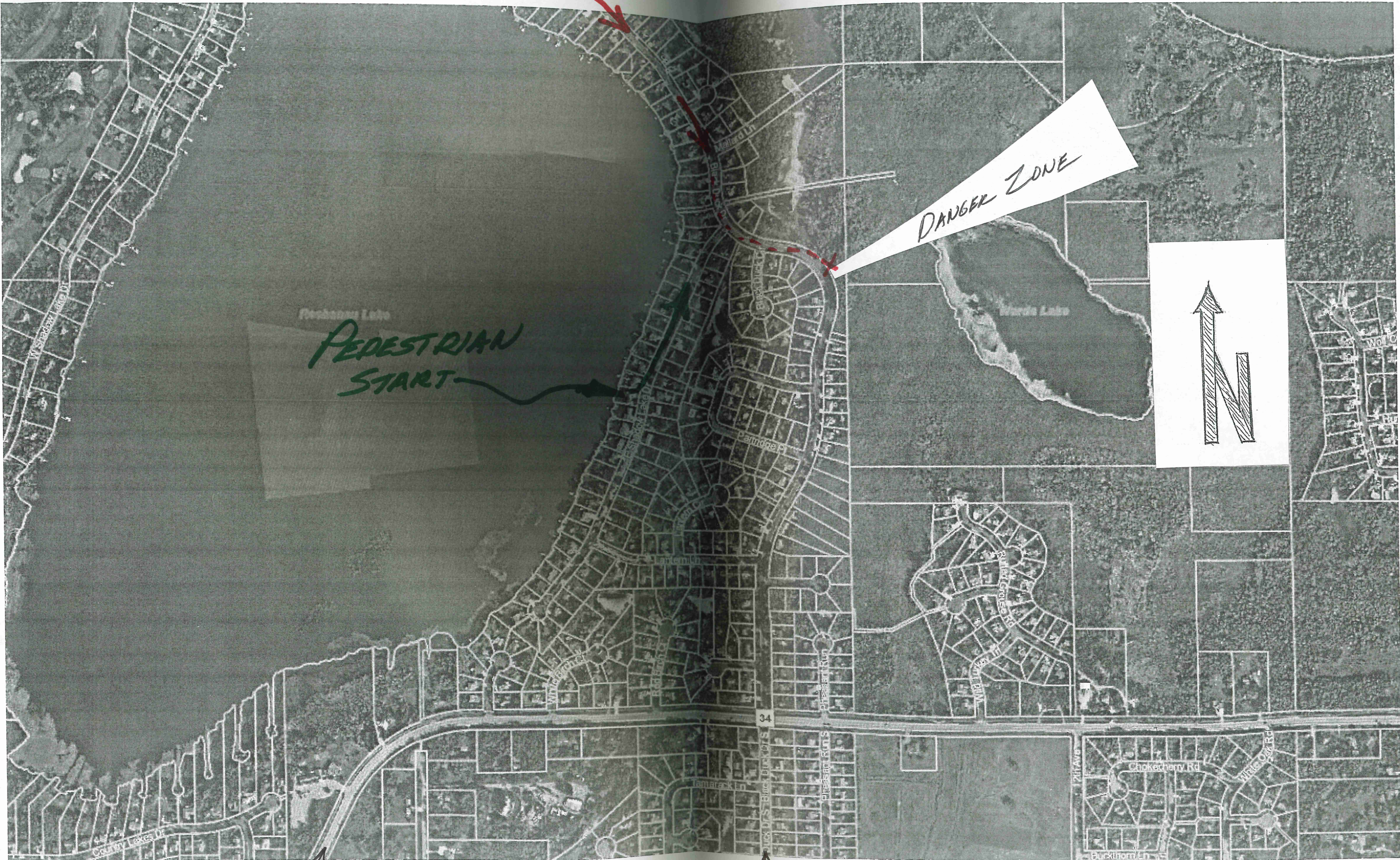
DANGER ZONE



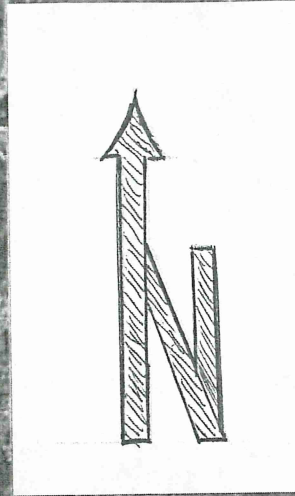
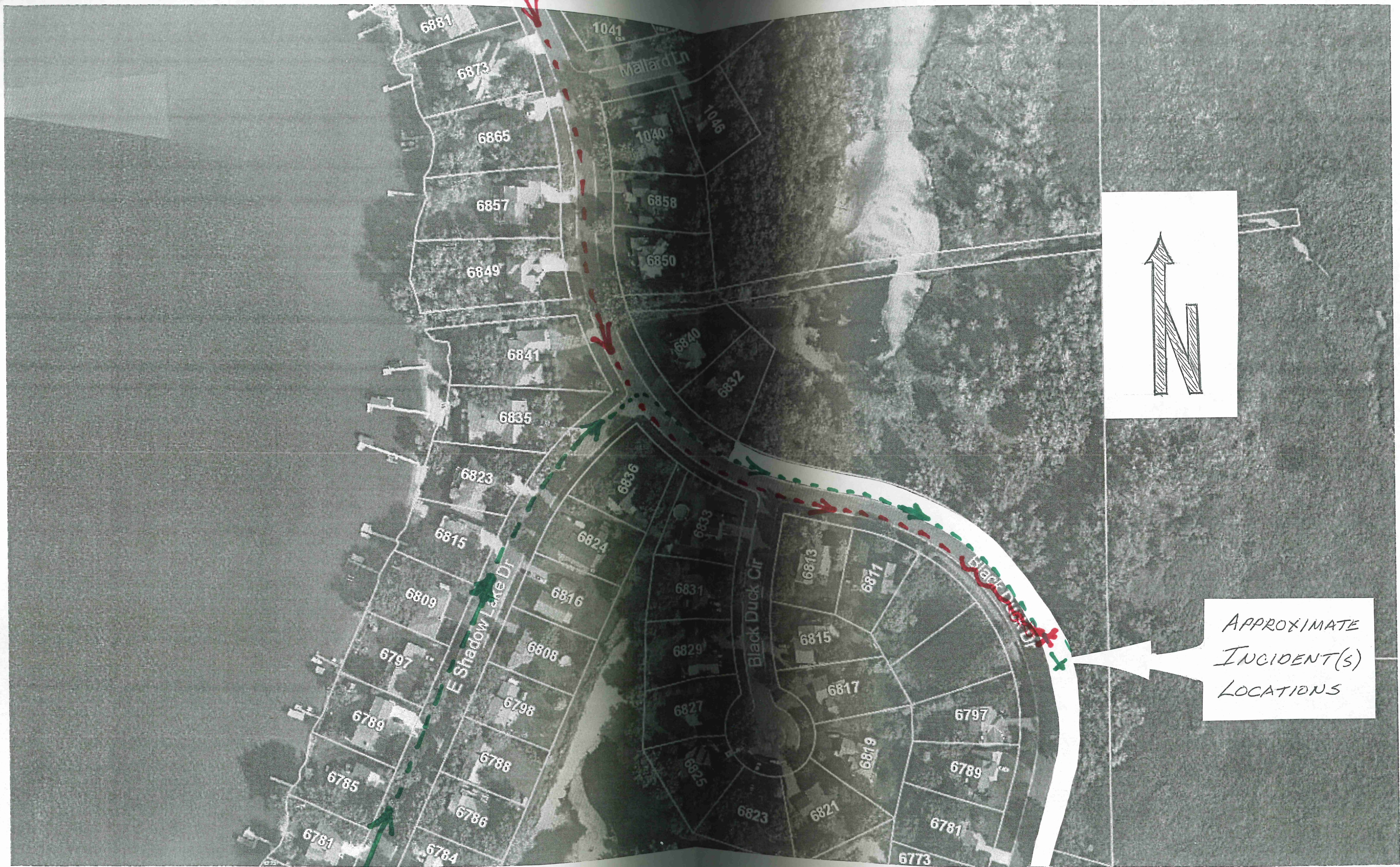
BIRCH STREET

BLACK DUCK DRIVE

SHEET 1

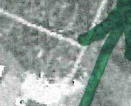


CAR



APPROXIMATE  
INCIDENT(S)  
LOCATIONS

PEDESTRIAN



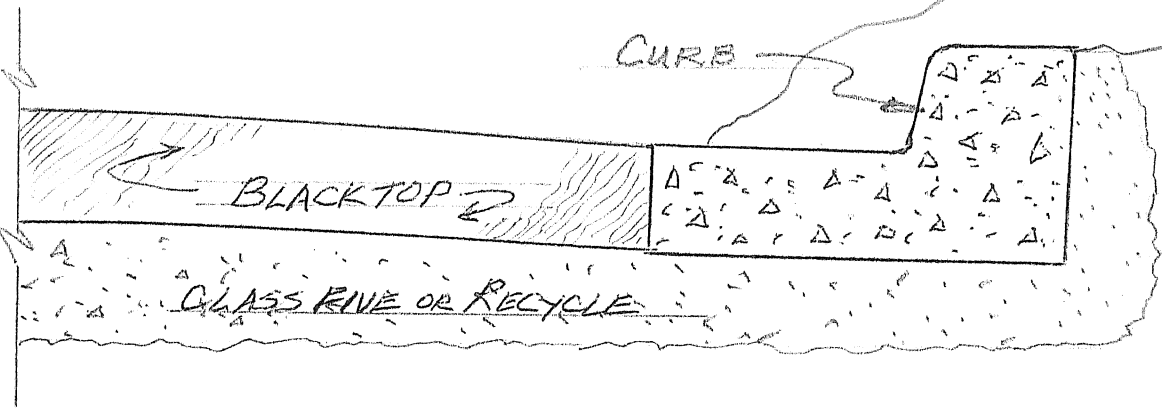
3'-5' HIGH

SECTION THRU ROAD @ BOULEVARD

SNOW

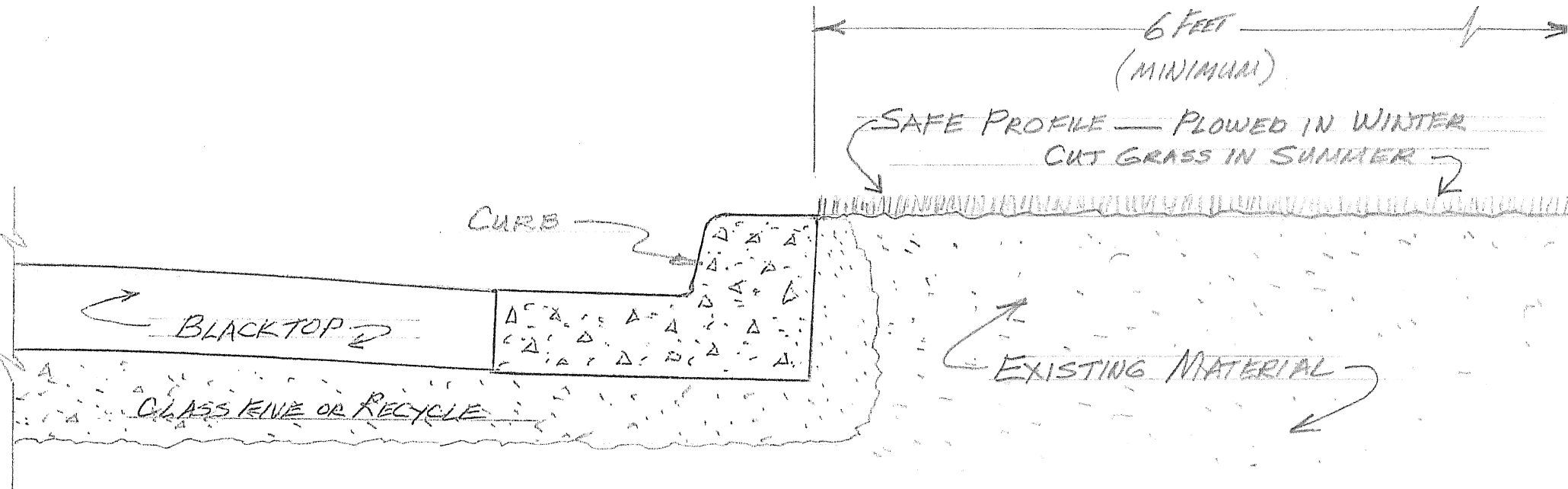
BANK

DEC. → FEB (TYPICAL PROFILE)  
2022 2023



SECTION THRU ROAD @ BOULEVARD

SAFE SOLUTION





# CITY COUNCIL AGENDA

Monday, March 27, 2023

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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, 6:00 P.M.

### Council Chambers (not televised)

1. Repair of Aerial 1, John Swenson
2. Review Regular Agenda

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

### 1. CONSENT AGENDA

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### 2. FINANCE DEPARTMENT REPORT

No report

### 3. ADMINISTRATION DEPARTMENT REPORT

- A) Consider Appointment of Custodial Worker, Rick DeGardner



**4. PUBLIC SAFETY DEPARTMENT REPORT**

- A) Consider Approval of City of Lexington Equipment Donation, John Swenson

**5. PUBLIC SERVICES DEPARTMENT REPORT**

- A) Consider Approval of Resolution No. 23-31, Accepting Bids and Awarding a Contract, Watermark Park Irrigation System, Rick DeGardner
- B) Consider Approval of Resolution No. 23-32, Awarding Contracts for Watermark Park Shelter, Rick DeGardner

**6. COMMUNITY DEVELOPMENT REPORT**

- A) City Code Chapter 1010: Signs, Katie Larsen
- i. Consider 2nd Reading of Ordinance No. 01-23, Sign Ordinance Amendment  
*\*Council may vote to dispense with full reading of ordinance*  
*\* Roll call vote is required for adoption of the ordinance*
  - ii. Consider Resolution No. 23-21, Authorizing Summary Publication
- B) Centennial Middle School Tennis Court Relocation and Parking Lot Addition, Katie Larsen
- i. Consider Resolution No. 23-25, Approving Conditional Use Permit for Schools
  - ii. Consider Resolution No. 23-26, Approving Site Improvement Performance Agreement
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- C) Consider Approval of Resolution No. 23-28, Accepting Quotes and Awarding a Construction Contract, 2023 Seal Coat and Crack Fill Project, Diane Hankee
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**7. UNFINISHED BUSINESS**

None

**8. NEW BUSINESS**

None

**Adjournment**

***Community Calendar – A Look Ahead***  
**March 27, 2023 through April 10, 2023**

|                       |                           |                      |
|-----------------------|---------------------------|----------------------|
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| ✚ Monday, April 10    | 6:30 pm, Council Chambers | City Council Meeting |

**WORK SESSION STAFF REPORT**  
**Work Session Item 1**

**Date:** March 27, 2023  
**To:** City Council  
**From:** John Swenson, Public Safety Director  
**Re:** Repair of Aerial 1 (Vehicle # 622)

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**Background**

During the annual maintenance and inspection of Aerial 1 a hydraulic leak was found in hydraulic swivel. This part is vital to the proper and safe operation of aerial device functionality.

Emergency Apparatus Maintenance (EAM) has prepared the attached estimate for the needed repair based on other repairs that EAM has completed for other fire departments. The total repair is estimated to be \$39,942.50.

Aerial 1 is 2004 E-One Bronto that the Fire Division purchased used from Mdewakanton Fire Department in 2017. Aerial 1 is the only aerial apparatus in the Fire Division fleet.

Aerial 1 is not slotted for replacement in current 5 year replacement plan. Staff would anticipate that replacement of Aerial 1 would be in 2034 but this replacement may have to be moved up if repair costs are high.

The costs to purchase a new aerial with similar functionality this year would be approximately \$2.2 million.

Staff is recommending that we repair Aerial 1.

Staff is seeking Council direction.

**Attachments**

Emergency Apparatus Maintenance estimate 3.22.2023

# Estimate



Emergency Apparatus Maintenance, Inc.  
 7512 4th Avenue  
 Lino Lakes, MN 55014

**Date:** 03/22/2023  
**Estimate #:** 9669  
 TEL: 651.786.4463 · 1.800.EAM.3911  
 FAX: 651.786.0517  
 EML: service@eamservice.com

Dan L'Allier  
 Lino Lakes Public Safety Fire  
 640 Town Center Parkway  
 Lino Lakes, MN 55014

**Sales Rep:** Lance Olson

**Signature:** \_\_\_\_\_

## Description

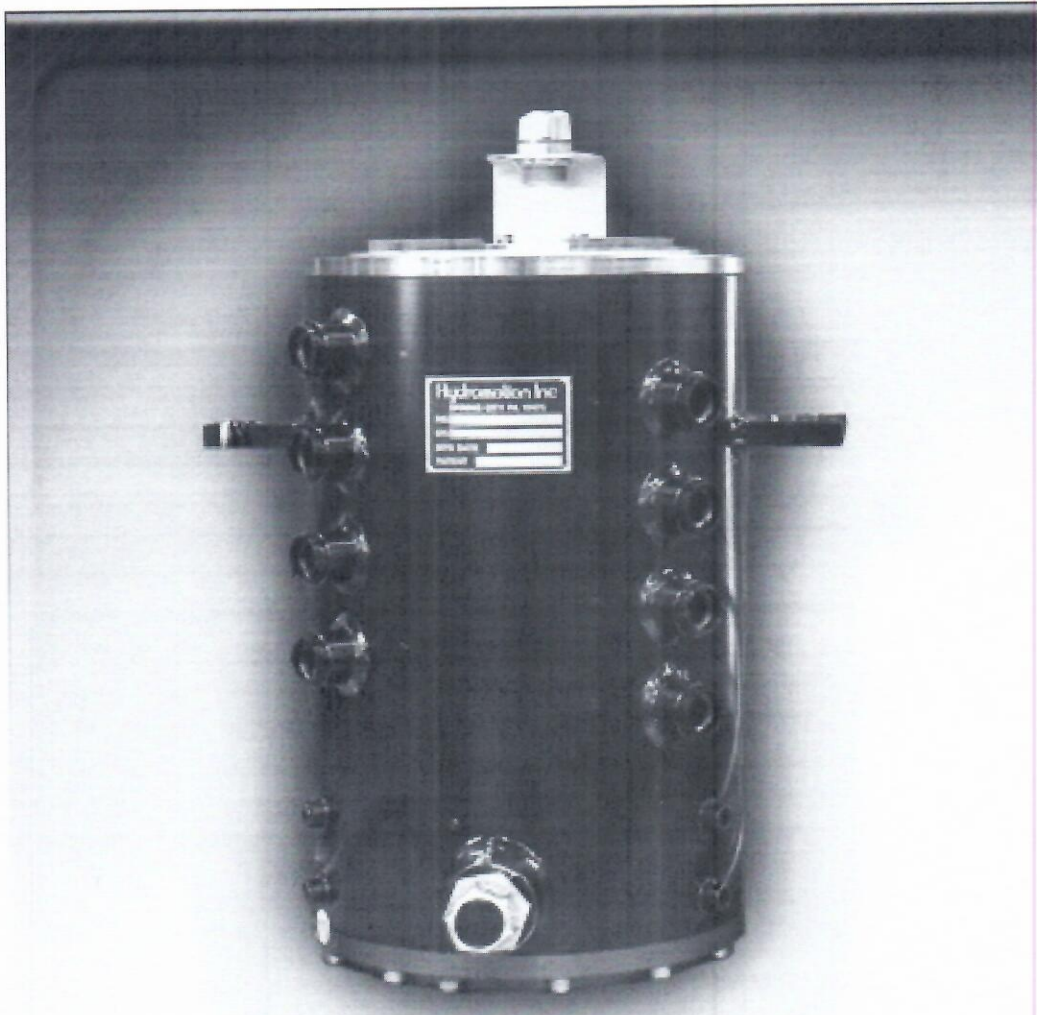
### Aerial 1 (622) Bronto Old aAerial 21 (SO#127964)

| Quantity                            | Description   | Unit Cost   | Cost        |
|-------------------------------------|---|-------------|-------------|
| 1                                   | <p>During routine maintenance truck was found to have a severe hydraulic oil leak near the rear of the apparatus. Further investigation found that the rear ladder compartment running through the center of the truck that holds the ground ladders was full of oil and the ground ladders also had oil on them. Rear ground ladders were removed and center ladder racking to gain access to troubleshoot the source of the leak. After cleaning and degreasing and running the aerial hydraulics it was determined that the hydraulic swivel was leaking. Sourcing the replacement swivel needs to come through Bronto Skylift in Finland. Requests for current pricing and availability have been made but we have not received current availability conformation, parts and shipping pricing and lead-times. This estimate is prepared from previous similar hydraulic swivel repairs.</p> <p>Attached is a picture of a similar Hydromtion hydraulic swivel. The black ports on the side are hydraulic, the red caps on the top and the strain relief on the top are for the aerial electrical both 240 V, 110V and 12V. The connection on the bottom center is also electrical. On the top and bottom additional 3" waterway piping would be threaded in with the bottom going to the fire pump and upper going to the aerial waterway. You will see two black heavy duty mounting tabs on the black housing, this is where the swivel mounts into the aerial super structure located behind the rear control panel. The waterway, hydraulics and the electrical is all sealed individually inside the swivel unit and allows the aerial to be rotated 360 degrees while maintaining hydraulic pressure, waterway pressure and electrical continuity.</p> <p>Replacement of the hydraulic swivel parts and labor is estimated at...\$39,942.50, lead-times can be extensive as the replacement part would need to be shipped from Finland.</p> | \$39,942.50 | \$39,942.50 |
| <b>Total:</b>                       |   |             | \$39,942.50 |
| <b>Grand Total (Minus Options):</b> |   |             | \$39,942.50 |

## Summary

This estimate is based on the average parts and labor required to complete the stated repairs. These estimates are figured upon average accessibility to parts requiring repairs and will be charged on a time and materials basis.

*Thank you for the opportunity to provide an estimate for this project. If you have any questions regarding this estimate, or if we can be of further assistance, please call us at 651.786.4463 or 1.800.326.3911, or email us at service@eamservice.com.*





# **Expenditures**

March 27, 2023

Check #118265 to #118352

\$381,896.07

# Accounts Payable

## Check Detail

User: jessica.eller  
Printed: 03/22/2023 - 10:52AM



| Check Number   | Check Date                   |                          | Amount |
|--|------------------------------|--------------------------|--------|
| <b>1888 - Adolph Kiefer &amp; Associates LLC Line Item Account</b> |                              |                          |        |
| 118266   | 03/27/2023                   |                          |        |
| Inv  | INV001282986                 |                          |        |
| <u>Line Item Date</u>  | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
| 03/01/2023   | Rashguards                   | 202-451-4200-603         | 128.50 |
| Inv  | INV001282986 Total           |                          | 128.50 |
| Inv  | INV001283478                 |                          |        |
| <u>Line Item Date</u>  | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
| 03/03/2023   | Whistles                     | 202-451-4235-000         | 34.80  |
| 03/03/2023   | Whistles & Hip Packs         | 202-451-4200-000         | 143.30 |
| 03/03/2023   | Life Vest                    | 202-451-4200-606         | 19.75  |
| Inv  | INV001283478 Total           |                          | 197.85 |
| Inv  | INV001283602                 |                          |        |
| <u>Line Item Date</u>  | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
| 03/06/2023   | Whistles                     | 202-451-4200-000         | 5.80   |
| Inv  | INV001283602 Total           |                          | 5.80   |
| 118266 Total:  |                              |                          | 332.15 |
| <b>1888 - Adolph Kiefer &amp; Associates LLC Total:</b>            |                              |                          | 332.15 |
| <b>13 - AFLAC Line Item Account 101-000-2040-000</b>               |                              |                          |        |
| 118267   | 03/27/2023                   |                          |        |
| Inv  | 095283                       |                          |        |
| <u>Line Item Date</u>  | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
| 03/12/2023   | March Insurance Premiums     | 101-000-2040-000         | 197.12 |
| Inv  | 095283 Total                 |                          | 197.12 |
| 118267 Total:  |                              |                          | 197.12 |
| <b>13 - AFLAC Total:</b>   |                              |                          | 197.12 |
| <b>16 - Aid Electric Corporation Line Item Account</b>             |                              |                          |        |
| 118268   | 03/27/2023                   |                          |        |

| Check Number   | Check Date                                |                          | Amount    |
|--|---|--------------------------|-----------|
| Inv  | 73614                                     |                          |           |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>              | <u>Line Item Account</u> |           |
| 03/08/2023   | Wire New Automotive Hoist                 | 101-431-4300-000         | 439.09    |
| Inv 73614 Total  |   |                          | 439.09    |
| 118268 Total:  |   |                          | 439.09    |
| <b>16 - Aid Electric Corporation Total:</b>                |   |                          | 439.09    |
| <b>1657 - Aker Doors, Inc. Line Item Account</b>           |   |                          |           |
| 118269   | 03/27/2023                                |                          |           |
| Inv  | 45000                                     |                          |           |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>              | <u>Line Item Account</u> |           |
| 03/15/2023   | Recievers & Remotes for Shop Garage Doors | 101-432-4211-500         | 298.00    |
| Inv 45000 Total  |   |                          | 298.00    |
| 118269 Total:  |   |                          | 298.00    |
| <b>1657 - Aker Doors, Inc. Total:</b>                      |   |                          | 298.00    |
| <b>873 - Ancom Communications Line Item Account</b>        |   |                          |           |
| 118270   | 03/27/2023                                |                          |           |
| Inv  | 113649                                    |                          |           |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>              | <u>Line Item Account</u> |           |
| 03/08/2023   | Fire Station Overhead Radio Supplies      | 101-421-4240-000         | 187.00    |
| Inv 113649 Total   |   |                          | 187.00    |
| 118270 Total:  |   |                          | 187.00    |
| <b>873 - Ancom Communications Total:</b>                   |   |                          | 187.00    |
| <b>44 - Anoka County Treasury Office Line Item Account</b> |   |                          |           |
| 118271   | 03/27/2023                                |                          |           |
| Inv  | B230315L                                  |                          |           |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>              | <u>Line Item Account</u> |           |
| 03/15/2023   | Site 115 Mar 2023 CAC Fiber               | 101-432-4300-500         | 75.00     |
| 03/15/2023   | Site 116 Mar 2023 CAC Fiber               | 101-432-4300-501         | 75.00     |
| 03/15/2023   | Site 117 Mar 2023 CAC Fiber               | 101-432-4300-503         | 75.00     |
| Inv B230315L Total   |   |                          | 225.00    |
| Inv  | S230309F                                  |                          |           |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>              | <u>Line Item Account</u> |           |
| 03/09/2023   | JLEC 2023 Shared Costs                    | 101-420-4410-000         | 19,709.00 |



| Check Number  | Check Date                          |                          | Amount    |
|---|-------------------------------------|--------------------------|-----------|
|   |                                     | Inv S230309F Total       | 19,709.00 |
|   |                                     | 118271 Total:            | 19,934.00 |
| <b>44 - Anoka County Treasury Office Total:</b>           |                                     |                          | 19,934.00 |
| <b>1987 - Appetite for Construction Line Item Account</b> |                                     |                          |           |
| 118272  | 03/27/2023                          |                          |           |
|   |                                     | Inv 81                   |           |
| <u>Line Item Date</u>                                     | <u>Line Item Description</u>        | <u>Line Item Account</u> |           |
| 03/09/2023  | Ice Dam Removal                     | 101-432-4300-500         | 600.00    |
|   |                                     | Inv 81 Total             | 600.00    |
|   |                                     | 118272 Total:            | 600.00    |
| <b>1987 - Appetite for Construction Total:</b>            |                                     |                          | 600.00    |
| <b>1819 - Aqua Logic, Inc Line Item Account</b>           |                                     |                          |           |
| 118273  | 03/27/2023                          |                          |           |
|   |                                     | Inv 1888                 |           |
| <u>Line Item Date</u>                                     | <u>Line Item Description</u>        | <u>Line Item Account</u> |           |
| 03/08/2023  | Service Lap Pool                    | 202-451-4300-000         | 660.00    |
|   |                                     | Inv 1888 Total           | 660.00    |
|   |                                     | 118273 Total:            | 660.00    |
| <b>1819 - Aqua Logic, Inc Total:</b>                      |                                     |                          | 660.00    |
| <b>53 - Aspen Equipment Company Line Item Account</b>     |                                     |                          |           |
| 118274  | 03/27/2023                          |                          |           |
|   |                                     | Inv 10246866             |           |
| <u>Line Item Date</u>                                     | <u>Line Item Description</u>        | <u>Line Item Account</u> |           |
| 03/08/2023  | Replacement Plow Frame #259         | 101-431-4221-000         | 718.76    |
|   |                                     | Inv 10246866 Total       | 718.76    |
|   |                                     | Inv 10246953             |           |
| <u>Line Item Date</u>                                     | <u>Line Item Description</u>        | <u>Line Item Account</u> |           |
| 03/09/2023  | Replacement Plow Cylinder Pins #259 | 101-431-4221-000         | 44.90     |
|   |                                     | Inv 10246953 Total       | 44.90     |
|   |                                     | Inv 10247007             |           |
| <u>Line Item Date</u>                                     | <u>Line Item Description</u>        | <u>Line Item Account</u> |           |
| 03/10/2023  | Replacement Plow Clevis Pins #259   | 101-431-4221-000         | 41.00     |

| Check Number   | Check Date                    |                          | Amount   |
|--|-------------------------------|--------------------------|----------|
|  |                               | Inv 10247007 Total       | 41.00    |
|  |                               | 118274 Total:            | 804.66   |
| <b>53 - Aspen Equipment Company Total:</b>             |                               |                          | 804.66   |
| <b>54 - Aspen Mills, Inc. Line Item Account</b>        |                               |                          |          |
| 118275   | 03/27/2023                    |                          |          |
| Inv  | 309994                        |                          |          |
| <u>Line Item Date</u>                                  | <u>Line Item Description</u>  | <u>Line Item Account</u> |          |
| 03/06/2023   | Dept Exp - J. Mullen          | 101-420-4370-000         | 32.45    |
|  | Inv 309994 Total              |                          | 32.45    |
| Inv  | 309995                        |                          |          |
| <u>Line Item Date</u>                                  | <u>Line Item Description</u>  | <u>Line Item Account</u> |          |
| 03/06/2023   | Dept Exp - A. Ulvenes         | 101-420-4370-000         | 32.45    |
|  | Inv 309995 Total              |                          | 32.45    |
| Inv  | 310016                        |                          |          |
| <u>Line Item Date</u>                                  | <u>Line Item Description</u>  | <u>Line Item Account</u> |          |
| 03/06/2023   | Dept Exp - S. Baldwin         | 101-420-4370-000         | 2,043.28 |
|  | Inv 310016 Total              |                          | 2,043.28 |
| Inv  | 310031                        |                          |          |
| <u>Line Item Date</u>                                  | <u>Line Item Description</u>  | <u>Line Item Account</u> |          |
| 03/07/2023   | Uniform Allowance - C. Boehme | 101-420-4370-000         | 49.25    |
|  | Inv 310031 Total              |                          | 49.25    |
| Inv  | 310266                        |                          |          |
| <u>Line Item Date</u>                                  | <u>Line Item Description</u>  | <u>Line Item Account</u> |          |
| 03/09/2023   | Uniform Allowance - N. Hamann | 101-420-4370-000         | 8.00     |
|  | Inv 310266 Total              |                          | 8.00     |
|  | 118275 Total:                 |                          | 2,165.43 |
| <b>54 - Aspen Mills, Inc. Total:</b>                   |                               |                          | 2,165.43 |
| <b>85 - Bluetarp Financial, Inc. Line Item Account</b> |                               |                          |          |
| 118276   | 03/27/2023                    |                          |          |
| Inv  | 0362212815                    |                          |          |
| <u>Line Item Date</u>                                  | <u>Line Item Description</u>  | <u>Line Item Account</u> |          |
| 12/05/2022   | Battery Charger (3)           | 601-494-4211-000         | 29.98    |
| 12/05/2022   | Battery Charger (3)           | 602-495-4211-000         | 29.99    |

| Check Number  | Check Date                   |                          | Amount    |
|---|------------------------------|--------------------------|-----------|
| Inv 0362212815                                      | Total                        |                          | 59.97     |
| Inv 0362220513                                      |                              |                          |           |
| <u>Line Item Date</u>                               | <u>Line Item Description</u> | <u>Line Item Account</u> |           |
| 03/07/2023  | Jack (2)                     | 101-431-4221-000         | 289.98    |
| Inv 0362220513                                      | Total                        |                          | 289.98    |
| 118276  | Total:                       |                          | 349.95    |
| <b>85 - Bluetarp Financial, Inc. Total:</b>         |                              |                          | 349.95    |
| <b>1163 - Cargill, Inc. Line Item Account</b>       |                              |                          |           |
| 118277  | 03/27/2023                   |                          |           |
| Inv 2908026350                                      |                              |                          |           |
| <u>Line Item Date</u>                               | <u>Line Item Description</u> | <u>Line Item Account</u> |           |
| 02/28/2023  | Deicer - 122,820 LB          | 101-430-4228-000         | 6,459.10  |
| Inv 2908026350                                      | Total                        |                          | 6,459.10  |
| Inv 2908035190                                      |                              |                          |           |
| <u>Line Item Date</u>                               | <u>Line Item Description</u> | <u>Line Item Account</u> |           |
| 03/02/2023  | Deicer - 57,280 LB           | 101-430-4228-000         | 3,012.36  |
| Inv 2908035190                                      | Total                        |                          | 3,012.36  |
| Inv 2908044500                                      |                              |                          |           |
| <u>Line Item Date</u>                               | <u>Line Item Description</u> | <u>Line Item Account</u> |           |
| 03/06/2023  | Deicer - 47,040 LB           | 101-430-4228-000         | 2,473.83  |
| Inv 2908044500                                      | Total                        |                          | 2,473.83  |
| Inv 2908048719                                      |                              |                          |           |
| <u>Line Item Date</u>                               | <u>Line Item Description</u> | <u>Line Item Account</u> |           |
| 03/07/2023  | Deicer - 47,020 LB           | 101-430-4228-000         | 2,472.78  |
| Inv 2908048719                                      | Total                        |                          | 2,472.78  |
| 118277  | Total:                       |                          | 14,418.07 |
| <b>1163 - Cargill, Inc. Total:</b>                  |                              |                          | 14,418.07 |
| <b>115 - Centennial Utilities Line Item Account</b> |                              |                          |           |
| 118278  | 03/27/2023                   |                          |           |
| Inv February 2023                                   |                              |                          |           |
| <u>Line Item Date</u>                               | <u>Line Item Description</u> | <u>Line Item Account</u> |           |
| 02/28/2023  | Natural Gas                  | 602-495-4383-000         | 20.80     |
| 02/28/2023  | Natural Gas                  | 101-432-4383-503         | 4,524.82  |

| Check Number   | Check Date                       |                          | Amount    |
|--|----------------------------------|--------------------------|-----------|
| 02/28/2023   | Natural Gas                      | 101-450-4383-000         | 296.49    |
| 02/28/2023   | Natural Gas                      | 101-450-4383-000         | 22.98     |
| 02/28/2023   | Natural Gas                      | 202-451-4383-000         | 6,855.69  |
| 02/28/2023   | Natural Gas                      | 101-450-4383-000         | 223.49    |
| Inv February 2023 Total  |                                  |                          | 11,944.27 |
| 118278 Total:  |                                  |                          | 11,944.27 |
| <b>115 - Centennial Utilities Total:</b>                         |                                  |                          | 11,944.27 |
| <b>121 - CenturyLink Line Item Account 101-432-4321-503</b>      |                                  |                          |           |
| 118279   | 03/27/2023                       |                          |           |
| Inv  | 333266979                        |                          |           |
| <u>Line Item Date</u>  | <u>Line Item Description</u>     | <u>Line Item Account</u> |           |
| 03/10/2023   | Phone & Internet Services        | 202-451-4321-000         | 63.74     |
| Inv 333266979 Total  |                                  |                          | 63.74     |
| Inv  | 6517843659805                    |                          |           |
| <u>Line Item Date</u>  | <u>Line Item Description</u>     | <u>Line Item Account</u> |           |
| 03/10/2023   | Phone & Internet Services        | 101-432-4321-503         | 64.68     |
| Inv 6517843659805 Total  |                                  |                          | 64.68     |
| Inv  | 7637846219687                    |                          |           |
| <u>Line Item Date</u>  | <u>Line Item Description</u>     | <u>Line Item Account</u> |           |
| 03/10/2023   | Pool Emergency Phone Services    | 202-451-4321-000         | 134.71    |
| Inv 7637846219687 Total  |                                  |                          | 134.71    |
| 118279 Total:  |                                  |                          | 263.13    |
| <b>121 - CenturyLink Total:</b>                                  |                                  |                          | 263.13    |
| <b>1913 - Classic Protective Coatings, Inc Line Item Account</b> |                                  |                          |           |
| 118280   | 03/27/2023                       |                          |           |
| Inv  | 019414-000-4                     |                          |           |
| <u>Line Item Date</u>  | <u>Line Item Description</u>     | <u>Line Item Account</u> |           |
| 03/07/2023   | Water Tower No. 2 Rehabilitation | 601-494-5000-000         | 41,699.91 |
| Inv 019414-000-4 Total   |                                  |                          | 41,699.91 |
| 118280 Total:  |                                  |                          | 41,699.91 |
| <b>1913 - Classic Protective Coatings, Inc Total:</b>            |                                  |                          | 41,699.91 |
| <b>761 - Comcast Line Item Account 101-432-4321-502</b>          |                                  |                          |           |

| Check Number                                       | Check Date   |                          | Amount |
|--|--|--------------------------|--------|
| 118281   | 03/27/2023   |                          |        |
| Inv  | 0163083  |                          |        |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                                     | <u>Line Item Account</u> |        |
| 03/05/2023   | Phone & Internet Services  | 601-494-4321-000         | 165.05 |
| Inv 0163083 Total                                  |  |                          | 165.05 |
| 118281 Total:                                      |  |                          | 165.05 |
| <b>761 - Comcast Total:</b>                        |  |                          | 165.05 |
| <b>157 - Crown Marking, Inc. Line Item Account</b> |  |                          |        |
| 118282   | 03/27/2023   |                          |        |
| Inv  | OE-87115   |                          |        |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                                     | <u>Line Item Account</u> |        |
| 03/17/2023   | Name Plate - P. Kohler   | 101-432-4200-000         | 29.21  |
| Inv OE-87115 Total                                 |  |                          | 29.21  |
| 118282 Total:                                      |  |                          | 29.21  |
| <b>157 - Crown Marking, Inc. Total:</b>            |  |                          | 29.21  |
| <b>167 - Dalco, Inc. Line Item Account</b>         |  |                          |        |
| 118283   | 03/27/2023   |                          |        |
| Inv  | 4054062  |                          |        |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                                     | <u>Line Item Account</u> |        |
| 03/06/2023   | Rags, Shower Curtain, Facial Tissue, Laundry Detergent & Softner | 202-451-4211-000         | 550.37 |
| Inv 4054062 Total                                  |  |                          | 550.37 |
| Inv 4059415  |  |                          |        |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                                     | <u>Line Item Account</u> |        |
| 03/17/2023   | Mop Head   | 202-451-4211-000         | 18.84  |
| Inv 4059415 Total                                  |  |                          | 18.84  |
| Inv 4059498  |  |                          |        |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                                     | <u>Line Item Account</u> |        |
| 03/17/2023   | Toilet Tissue, Paper Towel Hair & Body Wash                      | 202-451-4211-000         | 269.91 |
| Inv 4059498 Total                                  |  |                          | 269.91 |
| 118283 Total:                                      |  |                          | 839.12 |
| <b>167 - Dalco, Inc. Total:</b>                    |  |                          | 839.12 |

**1261 - Dell Marketing LP Line Item Account**

118284                      03/27/2023

Inv    10646765191

| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
|-----------------------|------------------------------|--------------------------|--------|
| 01/23/2023            | Computer - Recycling Intern  | 403-462-4240-000         | 654.29 |

Inv 10646765191 Total 654.29

118284 Total: 654.29

**1261 - Dell Marketing LP Total:**

654.29

**175 - Delta Dental of Minnesota Line Item Account**

118285                      03/27/2023

Inv    April 2023

| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |          |
|-----------------------|------------------------------|--------------------------|----------|
| 04/01/2023            | Dental Insurance Premiums    | 101-421-4134-000         | 74.03    |
| 04/01/2023            | Dental Insurance Premiums    | 101-430-4134-000         | 232.23   |
| 04/01/2023            | Dental Insurance Premiums    | 101-431-4134-000         | 130.16   |
| 04/01/2023            | Dental Insurance Premiums    | 202-451-4134-000         | 255.22   |
| 04/01/2023            | Dental Insurance Premiums    | 601-494-4134-000         | 172.26   |
| 04/01/2023            | Dental Insurance Premiums    | 602-495-4134-000         | 172.26   |
| 04/01/2023            | Dental Insurance Premiums    | 101-462-4134-000         | 10.21    |
| 04/01/2023            | Dental Insurance Premiums    | 101-463-4134-000         | 12.76    |
| 04/01/2023            | Dental Insurance Premiums    | 101-000-2040-000         | 524.05   |
| 04/01/2023            | Dental Insurance Premiums    | 101-422-4134-000         | 178.66   |
| 04/01/2023            | Dental Insurance Premiums    | 101-418-4134-000         | 51.04    |
| 04/01/2023            | Dental Insurance Premiums    | 101-420-4134-000         | 1,304.13 |
| 04/01/2023            | Dental Insurance Premiums    | 101-000-2044-000         | 1,545.00 |
| 04/01/2023            | Dental Insurance Premiums    | 101-407-4134-000         | 89.33    |
| 04/01/2023            | Dental Insurance Premiums    | 101-450-4134-000         | 234.81   |
| 04/01/2023            | Dental Insurance Premiums    | 101-416-4134-000         | 51.04    |
| 04/01/2023            | Dental Insurance Premiums    | 101-461-4134-000         | 15.31    |
| 04/01/2023            | Dental Insurance Premiums    | 603-496-4134-000         | 20.41    |
| 04/01/2023            | Dental Insurance Premiums    | 101-432-4134-000         | 7.66     |

Inv April 2023 Total 5,080.57

118285 Total: 5,080.57

**175 - Delta Dental of Minnesota Total:**

5,080.57

**1986 - Ecker, Nicki Line Item Account**

118286                      03/27/2023

Inv    3/10/2023

| <u>Line Item Date</u> | <u>Line Item Description</u>          | <u>Line Item Account</u> |        |
|-----------------------|---------------------------------------|--------------------------|--------|
| 03/10/2023            | Refund for Over Charge on Room Rental | 202-000-2151-000         | 216.35 |

Inv 3/10/2023 Total 216.35

| Check Number   | Check Date   |                          | Amount   |
|--|--|--------------------------|----------|
| 118286 Total:  |  |                          | 216.35   |
| <b>1986 - Ecker, Nicki Total:</b>                                |  |                          | 216.35   |
| <b>192 - Emergency Apparatus Maintenance Line Item Account</b>   |  |                          |          |
| 118287   | 03/27/2023   |                          |          |
| Inv  | 126686   |                          |          |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                             | <u>Line Item Account</u> |          |
| 02/28/2023   | Install Battery Charger & Troubleshoot Transmission #606 | 101-431-4410-000         | 1,055.11 |
| Inv 126686 Total   |  |                          | 1,055.11 |
| 118287 Total:  |  |                          | 1,055.11 |
| <b>192 - Emergency Apparatus Maintenance Total:</b>              |  |                          | 1,055.11 |
| <b>193 - Emergency Automotive Technologies Line Item Account</b> |  |                          |          |
| 118288   | 03/27/2023   |                          |          |
| Inv  | SVC90148   |                          |          |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                             | <u>Line Item Account</u> |          |
| 02/28/2023   | Replaced Radar Unit #318                                 | 208-420-4240-000         | 396.75   |
| Inv SVC90148 Total   |  |                          | 396.75   |
| 118288 Total:  |  |                          | 396.75   |
| <b>193 - Emergency Automotive Technologies Total:</b>            |  |                          | 396.75   |
| <b>202 - Evenson, Neil Line Item Account 101-416-4331-000</b>    |  |                          |          |
| 118289   | 03/27/2023   |                          |          |
| Inv  | Q12023   |                          |          |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                             | <u>Line Item Account</u> |          |
| 03/10/2023   | 1st Qtr 2023 Stipend                                     | 101-416-4331-000         | 225.00   |
| Inv Q12023 Total   |  |                          | 225.00   |
| 118289 Total:  |  |                          | 225.00   |
| <b>202 - Evenson, Neil Total:</b>                                |  |                          | 225.00   |
| <b>204 - Factory Motor Parts Company Line Item Account</b>       |  |                          |          |
| 118290   | 03/27/2023   |                          |          |
| Inv  | 159-080935   |                          |          |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                             | <u>Line Item Account</u> |          |
| 03/08/2023   | Air Filter #320  | 101-431-4221-000         | 30.31    |

| Check Number  | Check Date                                |                          | Amount   |
|---|---|--------------------------|----------|
| Inv 159-080935 Total  |   |                          | 30.31    |
| Inv 159-080948  |   |                          |          |
| <u>Line Item Date</u>                                       | <u>Line Item Description</u>              | <u>Line Item Account</u> |          |
| 03/08/2023  | Stock Filters                             | 101-431-4221-000         | 26.00    |
| Inv 159-080948 Total  |   |                          | 26.00    |
| Inv 1-8416823   |   |                          |          |
| <u>Line Item Date</u>                                       | <u>Line Item Description</u>              | <u>Line Item Account</u> |          |
| 02/27/2023  | Stock Transmission Fluid                  | 101-431-4221-000         | 983.97   |
| Inv 1-8416823 Total   |   |                          | 983.97   |
| Inv 1-8444626   |   |                          |          |
| <u>Line Item Date</u>                                       | <u>Line Item Description</u>              | <u>Line Item Account</u> |          |
| 03/08/2023  | Stock Lube Filter                         | 101-431-4221-000         | 24.60    |
| Inv 1-8444626 Total   |   |                          | 24.60    |
| 118290 Total:   |   |                          | 1,064.88 |
| <b>204 - Factory Motor Parts Company Total:</b>             |   |                          | 1,064.88 |
| <b>212 - Finance &amp; Commerce, Inc. Line Item Account</b> |   |                          |          |
| 118291  | 03/27/2023                                |                          |          |
| Inv 745111159   |   |                          |          |
| <u>Line Item Date</u>                                       | <u>Line Item Description</u>              | <u>Line Item Account</u> |          |
| 03/07/2023  | AFB Pheasant Run Reconstruction Project   | 487-499-4340-000         | 217.80   |
| Inv 745111159 Total   |   |                          | 217.80   |
| 118291 Total:   |   |                          | 217.80   |
| <b>212 - Finance &amp; Commerce, Inc. Total:</b>            |   |                          | 217.80   |
| <b>216 - First Advantage Occ. Line Item Account</b>         |   |                          |          |
| 118292  | 03/27/2023                                |                          |          |
| Inv 2505782302  |   |                          |          |
| <u>Line Item Date</u>                                       | <u>Line Item Description</u>              | <u>Line Item Account</u> |          |
| 02/28/2023  | Annual Enrollment & Employee Drug Testing | 101-402-4300-000         | 200.78   |
| Inv 2505782302 Total  |   |                          | 200.78   |
| 118292 Total:   |   |                          | 200.78   |
| <b>216 - First Advantage Occ. Total:</b>                    |   |                          | 200.78   |



**1838 - Frontier Fire Protection, Inc. Line Item Account**

|                       |   |                          |        |
|-----------------------|---|--------------------------|--------|
| 118293                | 03/27/2023                              |                          |        |
| Inv                   | 18518                                   |                          |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>            | <u>Line Item Account</u> |        |
| 03/17/2023            | Annual Fire Sprinkler System Inspection | 202-451-4300-000         | 275.00 |
| Inv 18518 Total       |   |                          | 275.00 |
|                       |   |                          | 275.00 |
| 118293 Total:         |   |                          | 275.00 |

**1838 - Frontier Fire Protection, Inc. Total:** 275.00

**762 - Grochala, Michael Line Item Account**

|                       |                                      |                          |       |
|-----------------------|--------------------------------------|--------------------------|-------|
| 118294                | 03/27/2023                           |                          |       |
| Inv                   | 3/16/2023                            |                          |       |
| <u>Line Item Date</u> | <u>Line Item Description</u>         | <u>Line Item Account</u> |       |
| 03/16/2023            | Tuition Reimbursement - SLUC Seminar | 101-418-4330-000         | 48.00 |
| 03/16/2023            | Tuition Reimbursement - SLUC Seminar | 101-416-4330-000         | 48.00 |
| Inv 3/16/2023 Total   |                                      |                          | 96.00 |
|                       |                                      |                          | 96.00 |
| 118294 Total:         |                                      |                          | 96.00 |

**762 - Grochala, Michael Total:** 96.00

**258 - H&L Mesabi Company Line Item Account**

|                       |                              |                          |          |
|-----------------------|------------------------------|--------------------------|----------|
| 118295                | 03/27/2023                   |                          |          |
| Inv                   | 11678                        |                          |          |
| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |          |
| 03/08/2023            | Stock Plow Cutting Edges     | 101-431-4221-000         | 1,560.00 |
| Inv 11678 Total       |                              |                          | 1,560.00 |
|                       |                              |                          | 1,560.00 |
| 118295 Total:         |                              |                          | 1,560.00 |

**258 - H&L Mesabi Company Total:** 1,560.00

**271 - Hawkins, Inc. Line Item Account**

|                       |                              |                          |          |
|-----------------------|------------------------------|--------------------------|----------|
| 118296                | 03/27/2023                   |                          |          |
| Inv                   | 6418980                      |                          |          |
| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |          |
| 03/09/2023            | Chlorine Feed Equipment      | 601-494-4211-000         | 1,201.13 |
| Inv 6418980 Total     |                              |                          | 1,201.13 |

| Check Number   | Check Date                   |                          | Amount   |
|--|------------------------------|--------------------------|----------|
| Inv 6422259  |                              |                          |          |
| <u>Line Item Date</u>                                | <u>Line Item Description</u> | <u>Line Item Account</u> |          |
| 03/15/2023   | Chlorine Cylinders           | 601-494-4222-000         | 170.00   |
| Inv 6422259 Total                                    |                              |                          | 170.00   |
| Inv 6424198  |                              |                          |          |
| <u>Line Item Date</u>                                | <u>Line Item Description</u> | <u>Line Item Account</u> |          |
| 03/15/2023   | Chlorine Cylinder            | 601-494-4222-000         | 10.00    |
| Inv 6424198 Total                                    |                              |                          | 10.00    |
| Inv 6425826  |                              |                          |          |
| <u>Line Item Date</u>                                | <u>Line Item Description</u> | <u>Line Item Account</u> |          |
| 03/15/2023   | Pool Chemical Supplies       | 202-451-4222-000         | 1,042.97 |
| Inv 6425826 Total                                    |                              |                          | 1,042.97 |
| 118296 Total:  |                              |                          | 2,424.10 |
| <b>271 - Hawkins, Inc. Total:</b>                    |                              |                          | 2,424.10 |
| <b>1850 - Henry Schein, Inc. Line Item Account</b>   |                              |                          |          |
| 118297   | 03/27/2023                   |                          |          |
| Inv 34867108   |                              |                          |          |
| <u>Line Item Date</u>                                | <u>Line Item Description</u> | <u>Line Item Account</u> |          |
| 02/23/2023   | Endotracheal Tube Holder     | 101-421-4211-000         | 19.05    |
| 02/23/2023   | Endotracheal Tube Holder     | 101-420-4211-000         | 76.20    |
| Inv 34867108 Total                                   |                              |                          | 95.25    |
| 118297 Total:  |                              |                          | 95.25    |
| <b>1850 - Henry Schein, Inc. Total:</b>              |                              |                          | 95.25    |
| <b>1941 - Horizon Chemical LLC Line Item Account</b> |                              |                          |          |
| 118298   | 03/27/2023                   |                          |          |
| Inv INV34795   |                              |                          |          |
| <u>Line Item Date</u>                                | <u>Line Item Description</u> | <u>Line Item Account</u> |          |
| 03/08/2023   | Pool Chemicals               | 202-451-4222-000         | 378.20   |
| Inv INV34795 Total                                   |                              |                          | 378.20   |
| 118298 Total:  |                              |                          | 378.20   |
| <b>1941 - Horizon Chemical LLC Total:</b>            |                              |                          | 378.20   |

| Check Number  | Check Date                   |                          | Amount    |
|---|------------------------------|--------------------------|-----------|
| <b>306 - Image Printing &amp; Graphics, Inc Line Item Account</b> |                              |                          |           |
| 118299  | 03/27/2023                   |                          |           |
| Inv   | 163610                       |                          |           |
| <u>Line Item Date</u>   | <u>Line Item Description</u> | <u>Line Item Account</u> |           |
| 03/08/2023  | Posters (7)                  | 202-451-4340-000         | 147.00    |
| Inv 163610 Total  |                              |                          | 147.00    |
| 118299 Total:   |                              |                          | 147.00    |
| <b>306 - Image Printing &amp; Graphics, Inc Total:</b>            |                              |                          | 147.00    |
| <b>1955 - Infinite Health Collaborative, PA Line Item Account</b> |                              |                          |           |
| 118300  | 03/27/2023                   |                          |           |
| Inv   | TCOINV06323                  |                          |           |
| <u>Line Item Date</u>   | <u>Line Item Description</u> | <u>Line Item Account</u> |           |
| 02/28/2023  | Wellness Team Education      | 101-421-4330-000         | 562.50    |
| 02/28/2023  | Wellness Team Education      | 101-420-4330-000         | 562.50    |
| 02/28/2023  | Wellness Team Education      | 207-420-4410-000         | 9,094.75  |
| Inv TCOINV06323 Total   |                              |                          | 10,219.75 |
| 118300 Total:   |                              |                          | 10,219.75 |
| <b>1955 - Infinite Health Collaborative, PA Total:</b>            |                              |                          | 10,219.75 |
| <b>1177 - Innovative Office Solutions LLC Line Item Account</b>   |                              |                          |           |
| 118301  | 03/27/2023                   |                          |           |
| Inv   | CIN114499                    |                          |           |
| <u>Line Item Date</u>   | <u>Line Item Description</u> | <u>Line Item Account</u> |           |
| 03/20/2023  | Office Chairs (3)            | 101-432-4200-000         | 846.42    |
| Inv CIN114499 Total   |                              |                          | 846.42    |
| 118301 Total:   |                              |                          | 846.42    |
| <b>1177 - Innovative Office Solutions LLC Total:</b>              |                              |                          | 846.42    |
| <b>311 - Instrumental Research, Inc. Line Item Account</b>        |                              |                          |           |
| 118302  | 03/27/2023                   |                          |           |
| Inv   | 4698                         |                          |           |
| <u>Line Item Date</u>   | <u>Line Item Description</u> | <u>Line Item Account</u> |           |
| 03/01/2023  | February Water Testing       | 601-494-4410-000         | 237.00    |
| Inv 4698 Total  |                              |                          | 237.00    |
| 118302 Total:   |                              |                          | 237.00    |

|   |        |
|---|--------|
| <b>311 - Instrumental Research, Inc. Total:</b> | 237.00 |
|---|--------|

**1978 - Kohler, Patrick Line Item Account 101-416-4331-000**

|                       |                              |                          |       |
|-----------------------|------------------------------|--------------------------|-------|
| 118303                | 03/27/2023                   |                          |       |
| Inv                   | Q12023                       |                          |       |
| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |       |
| 03/10/2023            | 1st Qtr 2023 Stipend         | 101-416-4331-000         | 75.00 |
| Inv Q12023 Total      |                              |                          | 75.00 |

|               |       |
|---------------|-------|
| 118303 Total: | 75.00 |
|---------------|-------|

|                                      |       |
|--------------------------------------|-------|
| <b>1978 - Kohler, Patrick Total:</b> | 75.00 |
|--------------------------------------|-------|

**1744 - Kone Line Item Account**

|                       |                              |                          |          |
|-----------------------|------------------------------|--------------------------|----------|
| 118304                | 03/27/2023                   |                          |          |
| Inv                   | 962470193                    |                          |          |
| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |          |
| 03/01/2023            | Phone Monitoring Service     | 202-451-4300-000         | 1,847.40 |
| Inv 962470193 Total   |                              |                          | 1,847.40 |

|               |          |
|---------------|----------|
| 118304 Total: | 1,847.40 |
|---------------|----------|

|                           |          |
|---------------------------|----------|
| <b>1744 - Kone Total:</b> | 1,847.40 |
|---------------------------|----------|

**356 - Laden, Perry Line Item Account 101-416-4331-000**

|                       |                              |                          |        |
|-----------------------|------------------------------|--------------------------|--------|
| 118305                | 03/27/2023                   |                          |        |
| Inv                   | Q12023                       |                          |        |
| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
| 03/10/2023            | 1st Qtr 2023 Stipend         | 101-416-4331-000         | 150.00 |
| Inv Q12023 Total      |                              |                          | 150.00 |

|               |        |
|---------------|--------|
| 118305 Total: | 150.00 |
|---------------|--------|

|                                  |        |
|----------------------------------|--------|
| <b>356 - Laden, Perry Total:</b> | 150.00 |
|----------------------------------|--------|

**1974 - Language Line Services Line Item Account**

|                       |                                 |                          |       |
|-----------------------|---------------------------------|--------------------------|-------|
| 118306                | 03/27/2023                      |                          |       |
| Inv                   | 10944305                        |                          |       |
| <u>Line Item Date</u> | <u>Line Item Description</u>    | <u>Line Item Account</u> |       |
| 02/28/2023            | February Language Line Services | 101-420-4300-000         | 14.42 |
| Inv 10944305 Total    |                                 |                          | 14.42 |

| Check Number   | Check Date  |                          | Amount   |
|--|---|--------------------------|----------|
| 118306 Total:  |   |                          | 14.42    |
| <b>1974 - Language Line Services Total:</b>                        |   |                          | 14.42    |
| <b>362 - Larsen, Katie Line Item Account</b>                       |   |                          |          |
| 118307   | 03/27/2023  |                          |          |
| Inv  | 3/8/2023  |                          |          |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                                  | <u>Line Item Account</u> |          |
| 03/08/2023   | Annual APA Dues - K. Larsen                                   | 101-416-4330-000         | 694.00   |
| Inv 3/8/2023 Total   |   |                          | 694.00   |
| 118307 Total:  |   |                          | 694.00   |
| <b>362 - Larsen, Katie Total:</b>                                  |   |                          | 694.00   |
| <b>369 - League of Minnesota Cities Line Item Account</b>          |   |                          |          |
| 118308   | 03/27/2023  |                          |          |
| Inv  | 378484  |                          |          |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                                  | <u>Line Item Account</u> |          |
| 03/09/2023   | MN Cities Stormwater Coalition Contributions                  | 422-499-4300-000         | 1,050.00 |
| Inv 378484 Total   |   |                          | 1,050.00 |
| 118308 Total:  |   |                          | 1,050.00 |
| <b>369 - League of Minnesota Cities Total:</b>                     |   |                          | 1,050.00 |
| <b>370 - League of MN Cities Insurance Trust Line Item Account</b> |   |                          |          |
| 118309   | 03/27/2023  |                          |          |
| Inv  | 7942  |                          |          |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                                  | <u>Line Item Account</u> |          |
| 03/17/2023   | Deductible Claim #CA258245 Plow Truck Backed Up & Hit Vehicle | 101-431-4363-000         | 1,000.00 |
| Inv 7942 Total   |   |                          | 1,000.00 |
| 118309 Total:  |   |                          | 1,000.00 |
| <b>370 - League of MN Cities Insurance Trust Total:</b>            |   |                          | 1,000.00 |
| <b>1762 - LEAST Services/Counseling, LLC Line Item Account</b>     |   |                          |          |
| 118310   | 03/27/2023  |                          |          |
| Inv  | 1180  |                          |          |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                                  | <u>Line Item Account</u> |          |
| 03/07/2023   | Counseling Services   | 101-420-4300-000         | 470.00   |

| Check Number  | Check Date                     |                          | Amount |
|---|--------------------------------|--------------------------|--------|
| Inv 1180 Total                                      |                                |                          | 470.00 |
|   |                                |                          | <hr/>  |
| 118310 Total:                                       |                                |                          | 470.00 |
|   |                                |                          | <hr/>  |
| <b>1762 - LEAST Services/Counseling, LLC Total:</b> |                                |                          | 470.00 |
| <b>757 - LRS Line Item Account 101-450-4410-000</b> |                                |                          |        |
| 118311  | 03/27/2023                     |                          |        |
| Inv   | MP219330                       |                          |        |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>   | <u>Line Item Account</u> |        |
| 03/09/2023  | Toilet Rental - City Hall Park | 101-450-4410-000         | 65.00  |
| Inv MP219330 Total                                  |                                |                          | 65.00  |
| Inv   | MP219331                       |                          |        |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>   | <u>Line Item Account</u> |        |
| 03/09/2023  | Toilet Rental - Sunrise Park   | 101-450-4410-000         | 65.00  |
| Inv MP219331 Total                                  |                                |                          | 65.00  |
| Inv   | MP219332                       |                          |        |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>   | <u>Line Item Account</u> |        |
| 03/09/2023  | Toilet Rental - Birch Park     | 101-450-4410-000         | 65.00  |
| Inv MP219332 Total                                  |                                |                          | 65.00  |
| Inv   | MP219333                       |                          |        |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>   | <u>Line Item Account</u> |        |
| 03/09/2023  | Toilet Rental - Lino Park      | 101-450-4410-000         | 65.00  |
| Inv MP219333 Total                                  |                                |                          | 65.00  |
|   |                                |                          | <hr/>  |
| 118311 Total:                                       |                                |                          | 260.00 |
|   |                                |                          | <hr/>  |
| <b>757 - LRS Total:</b>                             |                                |                          | 260.00 |
| <b>404 - Martin-McAllister Line Item Account</b>    |                                |                          |        |
| 118312  | 03/27/2023                     |                          |        |
| Inv   | 15184                          |                          |        |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>   | <u>Line Item Account</u> |        |
| 02/28/2023  | Public Safety Assessment       | 101-402-4300-000         | 625.00 |
| Inv 15184 Total                                     |                                |                          | 625.00 |
|   |                                |                          | <hr/>  |
| 118312 Total:                                       |                                |                          | 625.00 |
|   |                                |                          | <hr/>  |
| <b>404 - Martin-McAllister Total:</b>               |                                |                          | 625.00 |

**416 - Medica Line Item Account**

118313            03/27/2023

Inv    April 2023

| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |           |
|-----------------------|------------------------------|--------------------------|-----------|
| 03/12/2023            | Health Insurance Premiums    | 101-420-4131-000         | 18,210.57 |
| 03/12/2023            | Health Insurance Premiums    | 101-000-2040-000         | 2,799.52  |
| 03/12/2023            | Health Insurance Premiums    | 202-451-4131-000         | 2,961.84  |
| 03/12/2023            | Health Insurance Premiums    | 101-462-4131-000         | 117.73    |
| 03/12/2023            | Health Insurance Premiums    | 101-000-2041-000         | 8,798.18  |
| 03/12/2023            | Health Insurance Premiums    | 101-461-4131-000         | 176.60    |
| 03/12/2023            | Health Insurance Premiums    | 101-431-4131-000         | 908.99    |
| 03/12/2023            | Health Insurance Premiums    | 101-407-4131-000         | 1,601.71  |
| 03/12/2023            | Health Insurance Premiums    | 601-494-4131-000         | 1,512.35  |
| 03/12/2023            | Health Insurance Premiums    | 101-450-4131-000         | 2,216.38  |
| 03/12/2023            | Health Insurance Premiums    | 101-416-4131-000         | 588.64    |
| 03/12/2023            | Health Insurance Premiums    | 101-421-4131-000         | 1,571.52  |
| 03/12/2023            | Health Insurance Premiums    | 101-432-4131-000         | 88.30     |
| 03/12/2023            | Health Insurance Premiums    | 101-430-4131-000         | 2,674.89  |
| 03/12/2023            | Health Insurance Premiums    | 101-422-4131-000         | 2,373.20  |
| 03/12/2023            | Health Insurance Premiums    | 101-463-4131-000         | 147.16    |
| 03/12/2023            | Health Insurance Premiums    | 603-496-4131-000         | 176.59    |
| 03/12/2023            | Health Insurance Premiums    | 602-495-4131-000         | 1,512.35  |
| 03/12/2023            | Health Insurance Premiums    | 101-418-4131-000         | 588.65    |

Inv April 2023 Total 49,025.17

118313 Total: 49,025.17

**416 - Medica Total:**

49,025.17

**1463 - Menards - Blaine Line Item Account**

118314            03/27/2023

Inv    46769

| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |       |
|-----------------------|------------------------------|--------------------------|-------|
| 02/07/2023            | Fittings (2)                 | 202-451-4211-000         | 99.98 |

Inv 46769 Total 99.98

118314 Total: 99.98

**1463 - Menards - Blaine Total:**

99.98

**418 - Menards - Forest Lake Line Item Account**

118315            03/27/2023

Inv    4603

| <u>Line Item Date</u> | <u>Line Item Description</u>     | <u>Line Item Account</u> |       |
|-----------------------|----------------------------------|--------------------------|-------|
| 03/15/2023            | Repair Valves for Jetter Trailer | 602-495-4211-000         | 94.98 |

Inv 4603 Total 94.98

| Check Number  | Check Date  |                          | Amount    |
|---|---|--------------------------|-----------|
| 118315 Total:   |   |                          | 94.98     |
| <b>418 - Menards - Forest Lake Total:</b>                               |   |                          | 94.98     |
| <b>420 - Met Council Environmental Services (SAC) Line Item Account</b> |   |                          |           |
| 118316  | 03/27/2023  |                          |           |
| Inv   | February 2023   |                          |           |
| <u>Line Item Date</u>   | <u>Line Item Description</u>                            | <u>Line Item Account</u> |           |
| 02/28/2023  | February 2023 SAC                                       | 101-000-2120-000         | 94,430.00 |
| 02/28/2023  | February 2023 SAC                                       | 101-000-3414-000         | -944.30   |
| Inv February 2023 Total   |   |                          | 93,485.70 |
| 118316 Total:   |   |                          | 93,485.70 |
| <b>420 - Met Council Environmental Services (SAC) Total:</b>            |   |                          | 93,485.70 |
| <b>421 - Metro Sales Incorporated Line Item Account</b>                 |   |                          |           |
| 118317  | 03/27/2023  |                          |           |
| Inv   | INV2236439  |                          |           |
| <u>Line Item Date</u>   | <u>Line Item Description</u>                            | <u>Line Item Account</u> |           |
| 03/01/2023  | Copier Maintenance Contract Ricoh/MP 4055SP Copier      | 101-420-4410-000         | 36.00     |
| Inv INV2236439 Total  |   |                          | 36.00     |
| Inv   | INV2246500  |                          |           |
| <u>Line Item Date</u>   | <u>Line Item Description</u>                            | <u>Line Item Account</u> |           |
| 03/17/2023  | Copier Maintenance Contract Ricoh/IM C3500 Color Copier | 202-451-4410-000         | 478.16    |
| Inv INV2246500 Total  |   |                          | 478.16    |
| 118317 Total:   |   |                          | 514.16    |
| <b>421 - Metro Sales Incorporated Total:</b>                            |   |                          | 514.16    |
| <b>1918 - Midwest Machinery Co Line Item Account</b>                    |   |                          |           |
| 118318  | 03/27/2023  |                          |           |
| Inv   | 9504078   |                          |           |
| <u>Line Item Date</u>   | <u>Line Item Description</u>                            | <u>Line Item Account</u> |           |
| 03/02/2023  | Saw Blade & Chain                                       | 101-450-4211-000         | 62.98     |
| Inv 9504078 Total   |   |                          | 62.98     |
| 118318 Total:   |   |                          | 62.98     |
| <b>1918 - Midwest Machinery Co Total:</b>                               |   |                          | 62.98     |



| Check Number   | Check Date                             |                          | Amount   |
|--|--|--------------------------|----------|
| <b>1988 - Minnesota Real Estate Appraisal Services Line Item Account</b>     |  |                          |          |
| 118319   | 03/27/2023                             |                          |          |
| Inv  | 3/132023                               |                          |          |
| <u>Line Item Date</u>  | <u>Line Item Description</u>           | <u>Line Item Account</u> |          |
| 02/22/2023   | Market Value Appraisal - 7473 24th Ave | 422-499-4300-000         | 5,500.00 |
| Inv 3/132023 Total   |  |                          | 5,500.00 |
| 118319 Total:  |  |                          | 5,500.00 |
| <b>1988 - Minnesota Real Estate Appraisal Services Total:</b>                |  |                          | 5,500.00 |
| <b>455 - MN Metro North Tourism Board Line Item Account 101-415-4900-000</b> |  |                          |          |
| 118320   | 03/27/2023                             |                          |          |
| Inv  | February 2023                          |                          |          |
| <u>Line Item Date</u>  | <u>Line Item Description</u>           | <u>Line Item Account</u> |          |
| 02/28/2023   | February 2023 Tourism Tax              | 101-415-4900-000         | 4,733.00 |
| Inv February 2023 Total  |  |                          | 4,733.00 |
| 118320 Total:  |  |                          | 4,733.00 |
| <b>455 - MN Metro North Tourism Board Total:</b>                             |  |                          | 4,733.00 |
| <b>480 - NCPERS Group Life Insurance Line Item Account 101-000-2040-000</b>  |  |                          |          |
| 118265   | 03/17/2023                             |                          |          |
| Inv  | April 2023                             |                          |          |
| <u>Line Item Date</u>  | <u>Line Item Description</u>           | <u>Line Item Account</u> |          |
| 03/17/2023   | April 2023 Life Insurance Premiums     | 101-000-2040-000         | 320.00   |
| Inv April 2023 Total   |  |                          | 320.00   |
| 118265 Total:  |  |                          | 320.00   |
| <b>480 - NCPERS Group Life Insurance Total:</b>                              |  |                          | 320.00   |
| <b>1450 - Occupational Health Centers of MN, P.C. Line Item Account</b>      |  |                          |          |
| 118321   | 03/27/2023                             |                          |          |
| Inv  | 103718565                              |                          |          |
| <u>Line Item Date</u>  | <u>Line Item Description</u>           | <u>Line Item Account</u> |          |
| 02/06/2023   | New Hire Testing                       | 101-402-4300-000         | 34.00    |
| Inv 103718565 Total  |  |                          | 34.00    |
| Inv 103729778  |  |                          |          |
| <u>Line Item Date</u>  | <u>Line Item Description</u>           | <u>Line Item Account</u> |          |

| Check Number   | Check Date                   |                          | Amount |
|--|------------------------------|--------------------------|--------|
| 02/27/2023   | Post Accident Testing        | 101-430-4300-000         | 64.00  |
| Inv 103729778 Total  |                              |                          | 64.00  |
| 118321 Total:  |                              |                          | 98.00  |
| <b>1450 - Occupational Health Centers of MN, P.C. Total:</b> |                              |                          | 98.00  |
| <b>509 - O'Reilly Automotive Stores Line Item Account</b>    |                              |                          |        |
| 118322   | 03/27/2023                   |                          |        |
| Inv  | 5914-230815                  |                          |        |
| <u>Line Item Date</u>  | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
| 01/12/2023   | Stock Fuel Filter            | 101-431-4221-000         | 8.39   |
| Inv 5914-230815 Total  |                              |                          | 8.39   |
| Inv  | 5914-236147                  |                          |        |
| <u>Line Item Date</u>  | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
| 03/08/2023   | Stock Air Filter             | 101-431-4221-000         | 31.83  |
| Inv 5914-236147 Total  |                              |                          | 31.83  |
| Inv  | 5914-236356                  |                          |        |
| <u>Line Item Date</u>  | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
| 03/10/2023   | Stock Lightbulbs             | 101-431-4221-000         | 8.60   |
| Inv 5914-236356 Total  |                              |                          | 8.60   |
| Inv  | 5914-236650                  |                          |        |
| <u>Line Item Date</u>  | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
| 03/14/2023   | Stock Wiper Blades           | 101-431-4221-000         | 197.94 |
| Inv 5914-236650 Total  |                              |                          | 197.94 |
| 118322 Total:  |                              |                          | 246.76 |
| <b>509 - O'Reilly Automotive Stores Total:</b>               |                              |                          | 246.76 |
| <b>522 - Performance Plus LLC Line Item Account</b>          |                              |                          |        |
| 118323   | 03/27/2023                   |                          |        |
| Inv  | 123361                       |                          |        |
| <u>Line Item Date</u>  | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
| 03/13/2023   | New Hire Testing             | 101-402-4300-000         | 645.00 |
| Inv 123361 Total   |                              |                          | 645.00 |
| 118323 Total:  |                              |                          | 645.00 |

| Check Number   | Check Date                                       |                          | Amount    |
|--|--|--------------------------|-----------|
| <b>522 - Performance Plus LLC Total:</b>                             |  |                          | 645.00    |
| <b>546 - Pomp's Tire Service, Inc. Line Item Account</b>             |  |                          |           |
| 118324   | 03/27/2023                                       |                          |           |
| Inv  | 150167948  |                          |           |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                     | <u>Line Item Account</u> |           |
| 03/07/2023   | New Wheel & Tire #260                            | 101-431-4300-000         | 695.61    |
| Inv  | 150167948 Total                                  |                          | 695.61    |
| Inv  | 150168046  |                          |           |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                     | <u>Line Item Account</u> |           |
| 03/09/2023   | Mount & Install New Wheels & Snow Tires (2) #224 | 101-431-4300-000         | 10,620.28 |
| Inv  | 150168046 Total                                  |                          | 10,620.28 |
| Inv  | 150168074  |                          |           |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                     | <u>Line Item Account</u> |           |
| 03/09/2023   | Corrected Pricing for New Tires #224             | 101-431-4300-000         | -2,522.00 |
| Inv  | 150168074 Total                                  |                          | -2,522.00 |
| 118324 Total:  |  |                          | 8,793.89  |
| <b>546 - Pomp's Tire Service, Inc. Total:</b>                        |  |                          | 8,793.89  |
| <b>551 - Premium Waters, Inc. Line Item Account 101-432-4410-500</b> |  |                          |           |
| 118325   | 03/27/2023                                       |                          |           |
| Inv  | 608417-02-23                                     |                          |           |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                     | <u>Line Item Account</u> |           |
| 02/28/2023   | Kandiyohi Water                                  | 101-432-4410-500         | 85.49     |
| Inv  | 608417-02-23 Total                               |                          | 85.49     |
| 118325 Total:  |  |                          | 85.49     |
| <b>551 - Premium Waters, Inc. Total:</b>                             |  |                          | 85.49     |
| <b>552 - Press Publications, Inc. Line Item Account</b>              |  |                          |           |
| 118326   | 03/27/2023                                       |                          |           |
| Inv  | 767658   |                          |           |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                     | <u>Line Item Account</u> |           |
| 03/09/2023   | AFB Pheasant Run Reconstruction Project          | 487-499-4340-000         | 270.72    |
| Inv  | 767658 Total                                     |                          | 270.72    |
| 118326 Total:  |  |                          | 270.72    |

|  |        |
|--|--------|
| <b>552 - Press Publications, Inc. Total:</b> | 270.72 |
|--|--------|

**1092 - Quadient Finance USA, Inc. Line Item Account**

|                       |                              |                          |        |
|-----------------------|------------------------------|--------------------------|--------|
| 118327                | 03/27/2023                   |                          |        |
| Inv                   | 3/15/2023                    |                          |        |
| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
| 03/15/2023            | Postage Machine Postage      | 101-432-4322-000         | 500.00 |
| Inv 3/15/2023 Total   |                              |                          | 500.00 |
| 118327 Total:         |                              |                          | 500.00 |

|   |        |
|---|--------|
| <b>1092 - Quadient Finance USA, Inc. Total:</b> | 500.00 |
|---|--------|

**1451 - Ritter & Ritter Sewer Service, Inc. Line Item Account**

|                       |   |                          |           |
|-----------------------|---|--------------------------|-----------|
| 118328                | 03/27/2023                                      |                          |           |
| Inv                   | 173284  |                          |           |
| <u>Line Item Date</u> | <u>Line Item Description</u>                    | <u>Line Item Account</u> |           |
| 03/07/2023            | Clean Lift Stations                             | 602-495-4300-000         | 1,300.00  |
| Inv 173284 Total      |   |                          | 1,300.00  |
| Inv                   | 173285  |                          |           |
| <u>Line Item Date</u> | <u>Line Item Description</u>                    | <u>Line Item Account</u> |           |
| 03/17/2023            | Clean & Televiser Sanitary Sewer - North Pointe | 602-495-4300-000         | 25,530.75 |
| Inv 173285 Total      |   |                          | 25,530.75 |
| 118328 Total:         |   |                          | 26,830.75 |

|  |           |
|--|-----------|
| <b>1451 - Ritter &amp; Ritter Sewer Service, Inc. Total:</b> | 26,830.75 |
|--|-----------|

**582 - Root, Michael Line Item Account 101-416-4331-000**

|                       |                              |                          |        |
|-----------------------|------------------------------|--------------------------|--------|
| 118329                | 03/27/2023                   |                          |        |
| Inv                   | Q12023                       |                          |        |
| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
| 03/10/2023            | 1st Qtr 2023 Stipend         | 101-416-4331-000         | 300.00 |
| Inv Q12023 Total      |                              |                          | 300.00 |
| 118329 Total:         |                              |                          | 300.00 |

|                                   |        |
|-----------------------------------|--------|
| <b>582 - Root, Michael Total:</b> | 300.00 |
|-----------------------------------|--------|

**1410 - Rupp, Anderson, Squires & Waldspurger, P.A. Line Item Account**

|        |            |  |  |
|--------|------------|--|--|
| 118330 | 03/27/2023 |  |  |
|--------|------------|--|--|

Inv 17058

| <u>Line Item Date</u> | <u>Line Item Description</u>                           | <u>Line Item Account</u> |          |
|-----------------------|--|--------------------------|----------|
| 03/08/2023            | January Legal DNR Water Appropriation Permit Contested | 601-494-4301-000         | 1,612.50 |
| 03/08/2023            | January Legal Miscellaneous                            | 101-414-4301-000         | 1,767.50 |
| 03/08/2023            | January Legal Kwik Trip                                | 801-000-2343-103         | 105.00   |
| 03/08/2023            | January Legal Sign Ordinance Revision                  | 101-416-4300-000         | 1,085.00 |
| 03/08/2023            | January Legal Pheasant Run Reconstruction              | 487-499-4301-000         | 87.50    |
| 03/08/2023            | January Legal NE Drainage Area Phase 1                 | 422-499-4301-125         | 35.00    |

Inv 17058 Total 4,692.50

118330 Total: 4,692.50

**1410 - Rupp, Anderson, Squires & Waldspurger, P.A. Total:** 4,692.50

**1535 - S&S Industrial Hardware Supply Line Item Account**

118331 03/27/2023

Inv 328728

| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |       |
|-----------------------|------------------------------|--------------------------|-------|
| 03/16/2023            | Zip Ties                     | 602-495-4211-000         | 38.04 |

Inv 328728 Total 38.04

118331 Total: 38.04

**1535 - S&S Industrial Hardware Supply Total:** 38.04

**587 - Safe-Fast, Inc. Line Item Account**

118332 03/27/2023

Inv INV272616

| <u>Line Item Date</u> | <u>Line Item Description</u>   | <u>Line Item Account</u> |       |
|-----------------------|--------------------------------|--------------------------|-------|
| 02/24/2023            | Uniform Allowance - M. Hoffman | 101-450-4370-000         | 79.95 |

Inv INV272616 Total 79.95

118332 Total: 79.95

**587 - Safe-Fast, Inc. Total:** 79.95

**588 - Safety-Kleen Systems, Inc. Line Item Account**

118333 03/27/2023

Inv CN16390743

| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |       |
|-----------------------|------------------------------|--------------------------|-------|
| 03/04/2023            | Solvent                      | 101-431-4211-000         | 50.42 |

Inv CN16390743 Total 50.42

| Check Number   | Check Date                          |                          | Amount |
|--|-------------------------------------|--------------------------|--------|
| 118333   | Total:                              |                          | 50.42  |
| <b>588 - Safety-Kleen Systems, Inc. Total:</b>                   |                                     |                          | 50.42  |
| <b>1593 - Shred-it, c/o Stericycle, Inc. Line Item Account</b>   |                                     |                          |        |
| 118334   | 03/27/2023                          |                          |        |
| Inv  | 8003512295                          |                          |        |
| <u>Line Item Date</u>  | <u>Line Item Description</u>        | <u>Line Item Account</u> |        |
| 03/03/2023   | Document Destruction                | 101-420-4410-000         | 69.49  |
| 03/03/2023   | Document Destruction                | 101-402-4410-000         | 34.75  |
| Inv 8003512295   | Total                               |                          | 104.24 |
| 118334   | Total:                              |                          | 104.24 |
| <b>1593 - Shred-it, c/o Stericycle, Inc. Total:</b>              |                                     |                          | 104.24 |
| <b>1578 - Springbrook Holding Company, LLC Line Item Account</b> |                                     |                          |        |
| 118335   | 03/27/2023                          |                          |        |
| Inv  | INV-012166                          |                          |        |
| <u>Line Item Date</u>  | <u>Line Item Description</u>        | <u>Line Item Account</u> |        |
| 03/08/2023   | February Civic Pay Credit Card Fees | 601-494-4345-000         | 412.75 |
| 03/08/2023   | February Civic Pay Credit Card Fees | 602-495-4345-000         | 412.75 |
| 03/08/2023   | February Civic Pay Credit Card Fees | 101-407-4345-000         | 4.50   |
| Inv INV-012166   | Total                               |                          | 830.00 |
| 118335   | Total:                              |                          | 830.00 |
| <b>1578 - Springbrook Holding Company, LLC Total:</b>            |                                     |                          | 830.00 |
| <b>634 - Staples Business Credit Line Item Account</b>           |                                     |                          |        |
| 118336   | 03/27/2023                          |                          |        |
| Inv  | 1647286152                          |                          |        |
| <u>Line Item Date</u>  | <u>Line Item Description</u>        | <u>Line Item Account</u> |        |
| 02/25/2023   | Toner & Paper                       | 101-421-4200-000         | 112.52 |
| 02/25/2023   | Toner, Paper & Paper Clips          | 101-420-4200-000         | 496.39 |
| Inv 1647286152   | Total                               |                          | 608.91 |
| 118336   | Total:                              |                          | 608.91 |
| <b>634 - Staples Business Credit Total:</b>                      |                                     |                          | 608.91 |
| <b>1984 - Stewart, SaraJo Line Item Account 101-416-4331-000</b> |                                     |                          |        |
| 118337   | 03/27/2023                          |                          |        |

| Check Number  | Check Date                                    |                          | Amount |
|---|---|--------------------------|--------|
| Inv   | Q12023  |                          |        |
| <u>Line Item Date</u>   | <u>Line Item Description</u>                  | <u>Line Item Account</u> |        |
| 03/10/2023  | 1st Qtr 2023 Stipend                          | 101-416-4331-000         | 75.00  |
| Inv Q12023 Total  |   |                          | 75.00  |
| 118337 Total:   |   |                          | 75.00  |
| <b>1984 - Stewart, SaraJo Total:</b>                          |   |                          | 75.00  |
| <b>656 - TDS Metrocom MN Line Item Account</b>                |   |                          |        |
| 118338  | 03/27/2023                                    |                          |        |
| Inv   | 651-464-1150                                  |                          |        |
| <u>Line Item Date</u>   | <u>Line Item Description</u>                  | <u>Line Item Account</u> |        |
| 03/13/2023  | Phone Services                                | 601-494-4321-000         | 39.66  |
| 03/13/2023  | Phone Services                                | 101-432-4321-000         | 199.22 |
| Inv 651-464-1150 Total  |   |                          | 238.88 |
| 118338 Total:   |   |                          | 238.88 |
| <b>656 - TDS Metrocom MN Total:</b>                           |   |                          | 238.88 |
| <b>659 - Tessman Company Line Item Account</b>                |   |                          |        |
| 118339  | 03/27/2023                                    |                          |        |
| Inv   | S370715-IN                                    |                          |        |
| <u>Line Item Date</u>   | <u>Line Item Description</u>                  | <u>Line Item Account</u> |        |
| 03/07/2023  | Ice Melt                                      | 101-430-4228-000         | 521.50 |
| Inv S370715-IN Total  |   |                          | 521.50 |
| 118339 Total:   |   |                          | 521.50 |
| <b>659 - Tessman Company Total:</b>                           |   |                          | 521.50 |
| <b>665 - TimeSaver Off-Site Secretarial Line Item Account</b> |   |                          |        |
| 118340  | 03/27/2023                                    |                          |        |
| Inv   | M28025  |                          |        |
| <u>Line Item Date</u>   | <u>Line Item Description</u>                  | <u>Line Item Account</u> |        |
| 02/28/2023  | City Council Work Session & Meeting 2/13/2023 | 101-402-4300-000         | 196.75 |
| Inv M28025 Total  |   |                          | 196.75 |
| Inv   | M28068  |                          |        |
| <u>Line Item Date</u>   | <u>Line Item Description</u>                  | <u>Line Item Account</u> |        |
| 03/14/2023  | City Council Work Session Meeting 3/6/2023    | 101-402-4300-000         | 347.75 |
| Inv M28068 Total  |   |                          | 347.75 |

| Check Number  | Check Date                                   |                          | Amount    |
|---|--|--------------------------|-----------|
| 118340 Total:   |  |                          | 544.50    |
| <b>665 - TimeSaver Off-Site Secretarial Total:</b>                  |  |                          | 544.50    |
| <b>669 - Towmaster Line Item Account</b>                            |  |                          |           |
| 118341  | 03/27/2023                                   |                          |           |
| Inv   | 457830                                       |                          |           |
| <u>Line Item Date</u>   | <u>Line Item Description</u>                 | <u>Line Item Account</u> |           |
| 03/09/2023  | Claim #CA260962 Damage to Plow Truck #260    | 101-431-4363-000         | 13,589.00 |
| Inv 457830 Total  |  |                          | 13,589.00 |
| 118341 Total:   |  |                          | 13,589.00 |
| <b>669 - Towmaster Total:</b>                                       |  |                          | 13,589.00 |
| <b>671 - Trans Union LLC Line Item Account</b>                      |  |                          |           |
| 118342  | 03/27/2023                                   |                          |           |
| Inv   | 02305372                                     |                          |           |
| <u>Line Item Date</u>   | <u>Line Item Description</u>                 | <u>Line Item Account</u> |           |
| 02/25/2023  | Backgroud Check                              | 101-421-4410-000         | 16.45     |
| Inv 02305372 Total  |  |                          | 16.45     |
| 118342 Total:   |  |                          | 16.45     |
| <b>671 - Trans Union LLC Total:</b>                                 |  |                          | 16.45     |
| <b>681 - Twin Cities Transport &amp; Recovery Line Item Account</b> |  |                          |           |
| 118343  | 03/27/2023                                   |                          |           |
| Inv   | 23-0318-142132                               |                          |           |
| <u>Line Item Date</u>   | <u>Line Item Description</u>                 | <u>Line Item Account</u> |           |
| 03/18/2023  | Tow Charge ICR #23059101 2016 Hyundai Sonata | 208-420-4300-000         | 85.00     |
| Inv 23-0318-142132 Total  |  |                          | 85.00     |
| 118343 Total:   |  |                          | 85.00     |
| <b>681 - Twin Cities Transport &amp; Recovery Total:</b>            |  |                          | 85.00     |
| <b>687 - U.S. Bank Visa Line Item Account</b>                       |  |                          |           |
| 118344  | 03/27/2023                                   |                          |           |
| Inv   | 3/6/2023                                     |                          |           |
| <u>Line Item Date</u>   | <u>Line Item Description</u>                 | <u>Line Item Account</u> |           |
| 03/06/2023  | Deputy Registrar - Circle Pines/Vehicle Tabs | 101-431-4300-000         | 14.60     |



| Check Number | Check Date  |                  | Amount    |
|--------------|---|------------------|-----------|
| 03/06/2023   | Storm Training/Tuition - M. Carlson                             | 101-420-4330-000 | 418.95    |
| 03/06/2023   | Ebay/Replacement Tail Lights #262                               | 101-431-4221-000 | 46.01     |
| 03/06/2023   | Walmart/Returned Supplies for Royal Ball Event                  | 202-451-4200-604 | -46.65    |
| 03/06/2023   | Michael's/Supplies for Royal Ball Event                         | 202-451-4200-604 | 193.38    |
| 03/06/2023   | Home Depot/Scrub Brush  | 101-420-4200-000 | 7.97      |
| 03/06/2023   | Lynn Peavy Company/Evidence Tape                                | 101-420-4211-000 | 246.46    |
| 03/06/2023   | Amazon/Tow Straps (8)   | 101-431-4221-000 | 560.00    |
| 03/06/2023   | Target/Department Meeting Supplies                              | 101-420-4211-000 | 21.10     |
| 03/06/2023   | Amazon/Door Opener (2)  | 101-432-4211-500 | 65.90     |
| 03/06/2023   | Chopper City Sports/Belt-Drive #627                             | 101-431-4410-000 | 199.99    |
| 03/06/2023   | Shutterstock/Stock Photos Monthly License Fee                   | 204-499-4452-000 | 29.00     |
| 03/06/2023   | Fleet Farm/Garbage Cans   | 101-462-4200-000 | 23.96     |
| 03/06/2023   | Verizon/Monthly Cell Phone Services                             | 101-420-4321-000 | 1,889.37  |
| 03/06/2023   | Amazon/Returned Door Opener (2)                                 | 101-432-4211-500 | -65.90    |
| 03/06/2023   | Amazon/Laptop Stand   | 101-420-4240-000 | 19.99     |
| 03/06/2023   | MN Pollution Control Agency/Tuition - W. Peterson               | 602-495-4330-000 | 265.59    |
| 03/06/2023   | Home Depot/LED Tube Lights                                      | 101-432-4211-000 | 172.84    |
| 03/06/2023   | Bench Craft Company/Ad in Golf Course Guide for 2023 Season     | 202-451-4900-000 | 495.00    |
| 03/06/2023   | Amazon/Supplies for Aqua Egg Hunt Event                         | 202-451-4200-606 | 85.56     |
| 03/06/2023   | Home Depot/Tool Cabinet   | 101-420-4240-000 | 498.00    |
| 03/06/2023   | MN Pollution Control Agency/Tuition - L. Chapman                | 602-495-4330-000 | 265.59    |
| 03/06/2023   | Kalahari Hotel/Lodging - A. Ng                                  | 101-420-4330-000 | 220.49    |
| 03/06/2023   | Train HR Learning/Tuition - J. Williams                         | 601-494-4330-000 | 97.50     |
| 03/06/2023   | Verizon/Monthly Cell Phone Services                             | 101-420-4321-000 | 1,889.37  |
| 03/06/2023   | Amazon/Door Opener  | 101-432-4211-500 | 32.95     |
| 03/06/2023   | Home Depot/Miscellaneous Plumbing Parts                         | 202-451-4211-000 | 7.46      |
| 03/06/2023   | Chet's Shoes/Uniform Allowance - A. Nelson                      | 101-463-4370-000 | 204.00    |
| 03/06/2023   | EnviroCert/Renew Stormwater Certifications - T. Payne           | 603-496-4452-000 | 364.95    |
| 03/06/2023   | Walmart/Supplies for Royal Ball Event                           | 202-451-4200-604 | 82.07     |
| 03/06/2023   | Calibre Press/Tuition - S. Bergeron                             | 101-420-4330-000 | 259.00    |
| 03/06/2023   | Amazon/Electrical Plug Replacement Cord                         | 101-421-4240-000 | 25.66     |
| 03/06/2023   | Heartland Customer Solutions/Repair Computer #320               | 101-420-4410-000 | 958.93    |
| 03/06/2023   | Home Depot/Miscellaneous Supplies                               | 202-451-4211-000 | 137.43    |
| 03/06/2023   | Amazon/Laminate   | 101-420-4200-000 | 39.99     |
| 03/06/2023   | WhenIWork/Monthly Subscription Fee                              | 202-451-4310-000 | 360.00    |
| 03/06/2023   | MNRPA/Membership Dues for Rookery Staff                         | 202-451-4452-000 | 1,200.00  |
| 03/06/2023   | Amazon/Shackles (8)   | 101-431-4221-000 | 174.90    |
| 03/06/2023   | Amazon/Liquid Reagent pH Indicator (2)                          | 202-451-4222-000 | 19.98     |
| 03/06/2023   | Verizon/Uniform Allowance - K. Leibel                           | 101-420-4370-000 | 29.99     |
| 03/06/2023   | LeadsOnline/2023 Subscription Fee                               | 101-420-4410-000 | 3,773.00  |
| 03/06/2023   | Amazon/Replacement Lug Nuts for Tahoes                          | 101-431-4221-000 | 168.14    |
| 03/06/2023   | Gerber/Uniform Allowance - M. Carlson                           | 101-420-4370-000 | 133.69    |
| 03/06/2023   | Caribou Coffee/Coffee for EDAC Meeting                          | 101-415-4200-000 | 19.27     |
| 03/06/2023   | League of MN Cities/Tuition - J. Williams                       | 101-430-4330-000 | 20.00     |
| 03/06/2023   | Home Depot/Miscellaneous Tools                                  | 202-451-4240-000 | 642.70    |
| 03/06/2023   | U.S. Bank/Rebate  | 101-000-3730-000 | -1,616.19 |
| 03/06/2023   | MN DOLI/Tuition - B. Holmes                                     | 101-422-4330-000 | 85.00     |
| 03/06/2023   | Amazon/Coffee Carafe  | 101-420-4200-000 | 37.99     |
| 03/06/2023   | Amazon/Cell Phone Case & Screen Protector                       | 101-420-4240-000 | 43.82     |
| 03/06/2023   | Webstaurant Store/Coffee  | 202-451-4200-000 | 217.39    |
| 03/06/2023   | Amazon/Cell Phone Chargers                                      | 101-420-4200-000 | 15.86     |
| 03/06/2023   | Amazon/Disinfectant   | 202-451-4200-606 | 48.00     |
| 03/06/2023   | Image Printing & Graphics/January UB Statements                 | 601-494-4410-000 | 163.87    |
| 03/06/2023   | Amazon/Canon Printer  | 101-432-4200-000 | 149.00    |
| 03/06/2023   | Centerville Floral/Floral Arrangement - S. Poundstone           | 101-401-4900-000 | 216.39    |
| 03/06/2023   | National Registry EMT/Paramedic Recertification Application Fee | 101-421-4330-000 | 32.00     |
| 03/06/2023   | Zoro/LED Headlamps (4)  | 101-431-4240-000 | 149.96    |
| 03/06/2023   | Fleet Farm/Tie Down Straps (4)                                  | 101-431-4221-000 | 43.98     |

| Check Number | Check Date  |                  | Amount    |
|--------------|---|------------------|-----------|
| 03/06/2023   | Amazon/Chlorine Test Reagent                                    | 202-451-4222-000 | 13.96     |
| 03/06/2023   | Home Depot/Supplies for AED Organizer                           | 101-420-4240-000 | 90.77     |
| 03/06/2023   | MN Department of Natural Resources/Water Use & Surcharge        | 601-494-4300-000 | 11,154.15 |
| 03/06/2023   | Amazon/Candy for Aqua Egg Hunt Event                            | 202-451-4200-606 | 95.55     |
| 03/06/2023   | FedEx/Postage   | 601-494-4322-000 | 102.54    |
| 03/06/2023   | WSSCA/Tuition - A. Ng   | 101-420-4330-000 | 200.00    |
| 03/06/2023   | Amazon/Fire Speaker System Cooling Fan & Cable Connector        | 101-421-4240-000 | 38.98     |
| 03/06/2023   | GreenPaper Products/Compostable Cups                            | 202-451-4200-000 | 356.04    |
| 03/06/2023   | 64-Stop/Vehicle Fuel  | 101-431-4212-000 | 43.48     |
| 03/06/2023   | Image Printing & Graphics/January UB Statements                 | 602-495-4410-000 | 163.86    |
| 03/06/2023   | Fusion Learning Partners/P&Z Online Course for New Board Memb   | 101-416-4330-000 | 138.00    |
| 03/06/2023   | Fleet Farm/Tie Down Straps (2)                                  | 101-450-4211-000 | 52.98     |
| 03/06/2023   | Amazon/Uniform Allowance - S. Bonczek                           | 101-420-4370-000 | 99.95     |
| 03/06/2023   | Train HR Learning/Tuition - J. Williams                         | 602-495-4330-000 | 97.50     |
| 03/06/2023   | Amazon/Calendar   | 101-420-4200-000 | 8.95      |
| 03/06/2023   | Costco/Uniform Allowance - C. Schirmers                         | 101-420-4370-000 | 29.98     |
| 03/06/2023   | Amazon/Earbuds  | 101-432-4200-000 | 14.99     |
| 03/06/2023   | MN POST Board/License - S. Baldwin                              | 101-420-4300-000 | 91.94     |
| 03/06/2023   | Walmart/Candy for Members                                       | 202-451-4200-000 | 41.18     |
| 03/06/2023   | Ray's Pager Sales/Desk Chargers & Relay Boxes                   | 101-421-4240-000 | 778.50    |
| 03/06/2023   | Zoro/Replacement Batteries for Motorola Radios                  | 101-430-4211-000 | 500.97    |
| 03/06/2023   | Walmart/Cookies for Royal Ball Event                            | 202-451-4200-604 | 53.46     |
| 03/06/2023   | MNSU Mankato Parking Ramp/Parking Fee                           | 101-420-4214-000 | 10.00     |
| 03/06/2023   | Hampton Inn & Suites/Lodging - K. Kraemer                       | 101-420-4214-000 | 120.86    |
| 03/06/2023   | Image Printing & Graphics/January UB Statements                 | 601-494-4322-000 | 494.38    |
| 03/06/2023   | MNGFOA/Membership Renewal - S. Cotton                           | 101-402-4452-000 | 70.00     |
| 03/06/2023   | Fleet Farm/Ice Picks for Lake Peltier Heron Work Day            | 101-461-4240-000 | 39.95     |
| 03/06/2023   | Amazon/USB Computer Speakers                                    | 101-420-4240-000 | 15.19     |
| 03/06/2023   | Home Depot/Butane Torch & Totes                                 | 601-494-4211-000 | 109.86    |
| 03/06/2023   | Dropbox Inc./Large File Sharing Acct for CC Audio & Video Files | 101-402-4452-000 | 199.00    |
| 03/06/2023   | Amazon/Fillable Easter Eggs for Aqua Egg Hunt Event             | 202-451-4200-606 | 99.99     |
| 03/06/2023   | Amazon/Uniform Allowance - A. Riehm                             | 101-420-4370-000 | 84.99     |
| 03/06/2023   | Calibre Press/Tuition - A. Halverson                            | 101-420-4330-000 | 259.00    |
| 03/06/2023   | Walmart/Coffee Supplies   | 202-451-4200-000 | 23.88     |
| 03/06/2023   | Amazon/Uniform Allowance - K. Leibel                            | 101-420-4370-000 | 135.99    |
| 03/06/2023   | Verizon/Monthly Cell Phone Services                             | 101-421-4321-000 | 221.19    |
| 03/06/2023   | Verizon/Uniform Allowance - M. DeMars                           | 101-420-4370-000 | 29.99     |
| 03/06/2023   | MN Pollution Control Agency/Tuition - W. Peterson               | 602-495-4330-000 | 56.18     |
| 03/06/2023   | Holiday/Vehicle Fuel  | 101-431-4212-000 | 19.00     |
| 03/06/2023   | ISA/Tree Textbooks & Safety Standards                           | 101-461-4330-000 | 146.33    |
| 03/06/2023   | MNLEEA/2023 Conference Fees                                     | 101-420-4213-000 | 1,170.00  |
| 03/06/2023   | Home Depot/Metal & Concrete Drill Bits                          | 602-495-4240-000 | 183.94    |
| 03/06/2023   | Eckberg Lammers/Tuition - M. Paulson                            | 101-420-4330-000 | 199.00    |
| 03/06/2023   | Other World Computing/MacDrive 10 Pro Software - Video Downlo   | 403-401-4300-000 | 74.98     |
| 03/06/2023   | Walmart/Tablecloths   | 202-451-4200-609 | 31.56     |
| 03/06/2023   | Zoro/Replacement Strobe #267                                    | 101-431-4221-000 | 316.55    |
| 03/06/2023   | Vista Print/Business Cards - S. Baldwin                         | 101-420-4200-000 | 55.15     |
| 03/06/2023   | Chewy/Canine Food   | 211-420-4211-000 | 69.34     |
| 03/06/2023   | MN Pollution Control Agency/Tuition - L. Chapman                | 602-495-4330-000 | 56.18     |
| 03/06/2023   | Holiday/February Car Washes                                     | 101-431-4211-000 | 561.00    |
| 03/06/2023   | Image Printing & Graphics/January UB Statements                 | 602-495-4322-000 | 494.39    |
| 03/06/2023   | Michael's/Returned Supplies for Royal Ball Event                | 202-451-4200-604 | -147.98   |
| 03/06/2023   | Storm Training/Tuition - A. Ng                                  | 101-420-4330-000 | 418.95    |
| 03/06/2023   | Axon/Spare Cartridge Battery Pack                               | 101-420-4240-000 | 288.00    |
| 03/06/2023   | National Registry EMT/Tuition - B. Byrne                        | 101-421-4300-000 | 25.00     |
| 03/06/2023   | Anoka County/Property Taxes Outlot A Eastside Villas            | 801-000-2302-106 | 79.67     |
| 03/06/2023   | Amazon/USB Splitter   | 101-420-4240-000 | 6.99      |
| 03/06/2023   | Amazon/Uniform Allowance - A. Ng                                | 101-420-4370-000 | 135.99    |

| Check Number   | Check Date  |                          | Amount    |
|--|---|--------------------------|-----------|
| 03/06/2023   | Verizon/Monthly Cell Phone Services                   | 101-421-4321-000         | 221.19    |
| 03/06/2023   | National Registry EMT/Recertification Vouchers        | 101-421-4330-000         | 150.00    |
| 03/06/2023   | Best Version Media/Monthly Ad in Lino Living Magazine | 202-451-4900-000         | 238.15    |
| 03/06/2023   | Amazon/Uniform Allowance - D. Thill                   | 101-420-4370-000         | 135.99    |
| 03/06/2023   | Home Depot/Miscellaneous Plumbing Parts               | 202-451-4211-000         | 5.22      |
| 03/06/2023   | Target/Department Meeting Supplies                    | 101-421-4211-000         | 21.11     |
| 03/06/2023   | SVI Duraclutch/Belt-Drive #627                        | 101-431-4410-000         | 159.99    |
| 03/06/2023   | Amazon/Cell Phone Case                                | 101-420-4240-000         | 35.96     |
| Inv 3/6/2023 Total   |   |                          | 37,145.08 |
| 118344 Total:  |   |                          | 37,145.08 |
| <b>687 - U.S. Bank Visa Total:</b>                                 |   |                          | 37,145.08 |
| <b>690 - Unique Paving Materials Corporation Line Item Account</b> |   |                          |           |
| 118345   | 03/27/2023  |                          |           |
| Inv  | 72444   |                          |           |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                          | <u>Line Item Account</u> |           |
| 03/08/2023   | Cold Mix  | 101-430-4224-000         | 705.50    |
| Inv 72444 Total  |   |                          | 705.50    |
| Inv  | 72614   |                          |           |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                          | <u>Line Item Account</u> |           |
| 03/15/2023   | Cold Mix  | 101-430-4224-000         | 401.72    |
| Inv 72614 Total  |   |                          | 401.72    |
| 118345 Total:  |   |                          | 1,107.22  |
| <b>690 - Unique Paving Materials Corporation Total:</b>            |   |                          | 1,107.22  |
| <b>1633 - Vojtech, Nathan Line Item Account 101-416-4331-000</b>   |   |                          |           |
| 118346   | 03/27/2023  |                          |           |
| Inv  | Q12023  |                          |           |
| <u>Line Item Date</u>  | <u>Line Item Description</u>                          | <u>Line Item Account</u> |           |
| 03/10/2023   | 1st Qtr 2023 Stipend                                  | 101-416-4331-000         | 225.00    |
| Inv Q12023 Total   |   |                          | 225.00    |
| 118346 Total:  |   |                          | 225.00    |
| <b>1633 - Vojtech, Nathan Total:</b>                               |   |                          | 225.00    |
| <b>1989 - Voyager Siding &amp; Decks Line Item Account</b>         |   |                          |           |
| 118347   | 03/27/2023  |                          |           |

Inv 2022-01901

| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |       |
|-----------------------|------------------------------|--------------------------|-------|
| 03/20/2023            | Void Permit #2022-01901      | 101-000-3250-000         | 84.80 |

Inv 2022-01901 Total 84.80

Inv 2022-01905

| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
|-----------------------|------------------------------|--------------------------|--------|
| 03/20/2023            | Void Permit #2022-01905      | 101-000-3250-000         | 126.40 |

Inv 2022-01905 Total 126.40

118347 Total: 211.20

**1989 - Voyager Siding & Decks Total:** 211.20

**1104 - Walters Recycling & Refuse Line Item Account**

118348 03/27/2023

Inv 6843057

| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
|-----------------------|------------------------------|--------------------------|--------|
| 03/10/2023            | Trash & Recycling            | 202-451-4384-000         | 289.68 |

Inv 6843057 Total 289.68

Inv 6843137

| <u>Line Item Date</u> | <u>Line Item Description</u> | <u>Line Item Account</u> |        |
|-----------------------|------------------------------|--------------------------|--------|
| 03/10/2023            | Organic Recycling            | 101-462-4410-000         | 82.55  |
| 03/10/2023            | Organic Recycling            | 101-462-4410-000         | 69.85  |
| 03/10/2023            | Organic Recycling            | 101-462-4410-000         | 104.14 |
| 03/10/2023            | Organic Recycling            | 101-462-4410-000         | 66.04  |
| 03/10/2023            | Trash & Recycling            | 101-432-4384-502         | 115.60 |
| 03/10/2023            | Trash & Recycling            | 101-432-4384-503         | 374.14 |
| 03/10/2023            | Trash & Recycling            | 101-432-4384-501         | 40.17  |
| 03/10/2023            | Trash & Recycling            | 101-432-4384-500         | 289.27 |

Inv 6843137 Total 1,141.76

118348 Total: 1,431.44

**1104 - Walters Recycling & Refuse Total:** 1,431.44

**1447 - Wheeler Hardware Company Line Item Account**

118349 03/27/2023

Inv SPI138767

| <u>Line Item Date</u> | <u>Line Item Description</u>       | <u>Line Item Account</u> |          |
|-----------------------|------------------------------------|--------------------------|----------|
| 03/02/2023            | Sunrise Park Warming House Repairs | 101-450-4410-000         | 1,403.45 |

Inv SPI138767 Total 1,403.45

| Check Number  | Check Date                   |                          | Amount     |
|---|------------------------------|--------------------------|------------|
| 118349 Total:   |                              |                          | 1,403.45   |
| <b>1447 - Wheeler Hardware Company Total:</b>                         |                              |                          | 1,403.45   |
| <b>1718 - Wipperfurth, Isaac Line Item Account</b>                    |                              |                          |            |
| 118350  | 03/27/2023                   |                          |            |
| Inv   | Q12023                       |                          |            |
| <u>Line Item Date</u>   | <u>Line Item Description</u> | <u>Line Item Account</u> |            |
| 03/10/2023  | 1st Qtr 2023 Stipend         | 101-416-4331-000         | 150.00     |
| Inv Q12023 Total  |                              |                          | 150.00     |
| 118350 Total:   |                              |                          | 150.00     |
| <b>1718 - Wipperfurth, Isaac Total:</b>                               |                              |                          | 150.00     |
| <b>737 - Xtreme Custom Apparel &amp; Promotions Line Item Account</b> |                              |                          |            |
| 118351  | 03/27/2023                   |                          |            |
| Inv   | I87551                       |                          |            |
| <u>Line Item Date</u>   | <u>Line Item Description</u> | <u>Line Item Account</u> |            |
| 03/13/2023  | Rookery Apparel              | 202-451-4370-000         | 170.00     |
| Inv I87551 Total  |                              |                          | 170.00     |
| 118351 Total:   |                              |                          | 170.00     |
| <b>737 - Xtreme Custom Apparel &amp; Promotions Total:</b>            |                              |                          | 170.00     |
| <b>743 - Ziegler, Inc. Line Item Account</b>                          |                              |                          |            |
| 118352  | 03/27/2023                   |                          |            |
| Inv   | IN000903976                  |                          |            |
| <u>Line Item Date</u>   | <u>Line Item Description</u> | <u>Line Item Account</u> |            |
| 03/04/2023  | Hydraulic Oil #408           | 101-431-4221-000         | 69.48      |
| Inv IN000903976 Total   |                              |                          | 69.48      |
| 118352 Total:   |                              |                          | 69.48      |
| <b>743 - Ziegler, Inc. Total:</b>                                     |                              |                          | 69.48      |
| Total:  |                              |                          | 381,896.07 |



Electronic Funds Transfer  
MN Statute 471.38 Subd. 3

Council Meeting March 27, 2023

Transfer In/(Out)

|  |              |
|--|--------------|
| 3/17/2023 Payroll #06                                  | (185,270.07) |
| 3/17/2023 Payroll #06 Federal Deposit                  | (51,612.06)  |
| 3/17/2023 Payroll #06 PERA                             | (54,294.88)  |
| 3/17/2023 Payroll #06 State                            | (11,222.88)  |
| 3/17/2023 Payroll #06 Child Support                    | (856.06)     |
| 3/17/2023 Payroll #06 H.S.A. Bank Pretax               | (2,695.93)   |
| 3/17/2023 Payroll #06 TASC Pretax                      | (1,305.70)   |
| 3/17/2023 Payroll #06 Mission Sq 457 Def. Comp #301596 | (2,570.00)   |
| 3/17/2023 Payroll #06 Missin Sq Roth IRA #706155       | (825.00)     |
| 3/17/2023 Payroll #06 MSRS HCSP #98946-01              | (4,875.68)   |
| 3/17/2023 Payroll #06 MSRS Def. Comp #98945-01         | (3,926.00)   |
| 3/17/2023 Payroll #06 MSRS Roth IRA #98945-01          | (705.00)     |
| 3/20/2023 Sales & Use Tax                              | (7,235.00)   |

**CITY COUNCIL WORK SESSION**

**DRAFT**

**LINO LAKES CITY COUNCIL  
WORK SESSION  
MINUTES**

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**DATE** : **March 6, 2023**  
**TIME STARTED** : **6:00 p.m.**  
**TIME ENDED** : **9:26 p.m.**  
**MEMBERS PRESENT** : **Councilmember Stoesz, Lyden, Cavegn, Mayor Rafferty**  
**MEMBERS ABSENT** : **Councilmember Ruhland**

Staff members present: City Planner Katie Larsen; City Clerk/Finance Director Hannah Lynch; Community Development Director Michael Grochala; Director of Public Safety John Swenson; Public Services Director Rick DeGardner; Attorney Kristen Nierengarten of Rupp, Anderson, Squires, Waldspurger, & Mace; Environmental Coordinator Andy Nelson; Activity Center Manager, Lisa Lamey.

**Item 1 – Sign Ordinance Amendment** – Attorney Nierengarten gave an overview of revisions proposed to the sign ordinance noting the City is addressseing a Supreme Court case that one cannot regulate signs based on their content. She spoke about stripping out regulation, cleaning up the ordinance, language consistencies, and what can and cannot be regulated regardings signs.

Mayor Rafferty asked if the City can have an ordinacne prohibiting billboards. Attorney Nierengarten replied in the affirmative, the City can prohibit billboards due to safety and aesthetics.

Mayor Rafferty asked what aesthetics might mean. Attorney Niergarten replied it could mean that signs must be under a certain height, or regulations regarding the base of the sign.

Councilmember Lyden thinks it could be a little dicey in a legal sense as to who determines what is aesthetically pleasing or not. Attorney Nierengarten noted this ordinance does not get that deep and noted safety and aesthetics being the main drivers.

Councilmember Stoesz asked if Home Owners Associations (HOAs) have additional restrictions on freedom of speech signs. Attorney Nierengarten replied that HOAs are self-governing and can implement bylaws and that is within their association. As a private entity they are not subject to the First Amendment and could say political signs are not allowed. Councilmember Stoesz asked about signs inside commercial entities. Attorney Nierengarten replied the ordinance is attempting to regulate signs that are reasonably viewable from off the property. Councilmember Steosz asked if the State has sign regulations. Attorney Nierengarten noted the State has some regulations that apply along highways, however on the whole, the State leaves sign regulation to municipalities.

Mayor Rafferty asked what the City needs to be concerned about at the highest level?

Attorney Nierengarten shared about signs in election years where regulations are lifted regarding the number of signs and the size of signs. She also noted signs are never allowed in the public

## CITY COUNCIL WORK SESSION

### DRAFT

40 right-of-way with a few City exceptions regardless of an election season. Attorney Nierengarten  
41 spoke about other regulations regarding temporary signs and substitution signs.

42 City Planner Larsen shared about dynamic signs and adjustments to the ordinance that the  
43 Planning and Zoning Board is looking into, including allowance for bigger dynamic signs up to  
44 32 square feet. She shared that Paul Selbitschka, owner of Precision Tune Auto Care has asked  
45 the City for a larger dynamic sign. The City is also looking at including an eight-second hold  
46 time.

47 Paul Selbitschka shared about a rule-of-thumb regarding signs, that for every mile-per-hour a  
48 road is, there would be one square foot of signage. Therefore the speed gives enough time for  
49 one to read the sign. The concern with a small sign is that people would be more focused on  
50 trying to read the sign and must be closer to be able to read it.

51 Councilmember Cavegn asked Mr. Selbitschka if he would rather get a 32 square foot sign now  
52 and then replace it if the City ever goes to 50 square feet, or to wait. Mr. Selbitschka noted the  
53 cost of an upgrade at 15-20% and he would probably not replace the 32 square foot sign right  
54 away due to the replacement cost.

55 Mayor Rafferty would be comfortable with adjusting 32 square feet today. City Planner Larsen  
56 will make that change and bring it to the first reading of the ordinance.

57 **Item 2 – Villas on Vicky PUD Revised Concept Plan Review** – City Planner Larsen gave a  
58 summary of her written Staff Report noting the City has reviewed the five-acre parcel, which is  
59 guided medium density. The applicant came back with a 15-unit plan with a private drive and  
60 cul-de-sac. She shared about setbacks, tweaks to minor architectural standards, and meeting the  
61 density. The City Council should look at whether they support rezoning to the PUD and to  
62 amend the Comprehensive Plan to get to the correct density for 15-units. At the February  
63 meeting, the Planning and Zoning Board was in support of the potential public benefit with this  
64 development including

- 65 • Custom built homes are an innovation in home type and design
- 66 • The proposed single family detached homes in a single family detached neighborhood  
67 is a creative use of land and infill
- 68 • Private road reduces development cost and public investment
- 69 • One level, single family detached homes provide life cycle housing
- 70 • Vicky Lane and Kelly Street realignment

71 Ms. Larsen noted overall, Planning and Zoning supported rezoning the PUD and amending the  
72 Comprehensive Plan to lower the density. She shared about a 14-unit layout that is not included  
73 in the packet.

74 Mayor Rafferty clarified this project meets the public safety needs.

75  
76 Jon Blattman, Ranger Development, noted 14-units gives more flexibility on the design. Mayor  
77 Rafferty asked about garage space. Mr. Blattman replied they will still have 22x22 garages and  
78 spoke about the functionality of the layout of the units. He noted 22x22 will allow two cars with



## CITY COUNCIL WORK SESSION

### DRAFT

79 a garbage can. Mayor Rafferty asked if a full size pick-up will fit in the garage, Mr. Blattman  
80 replied it will fit in the garage. Mayor Rafferty asked about the 6.5 feet on the side and asked  
81 what would happen if he made it 7.5 feet. Mr. Blattman noted he would have to lose another lot  
82 and he does not know if that would work financially. Almost one acre of the 4.5 acres has gone  
83 to the alignment of Vicky Lane.

84 Councilmember Lyden shared his disappointment in losing the open space in the project. Mr.  
85 Blattman agrees and noted a loop will not work here. Councilmember Lyden asked about  
86 fencing. Mr. Blattman replied the fence is for privacy and to keep streetlights from shining into  
87 the backyards of the properties. Councilmember Lyden asked about grading and the trail. Ms.  
88 Larsen noted they are at concept level and if the project goes forward Mr. Blattman's team will  
89 put full plans together that will address grading and the trail.

90 Councilmember Cavegn asked if there will be street parking on the private road. Mr. Blattman  
91 replied parking would only be on one side of the road. Councilmember Cavegn asked who is  
92 responsible for repair of the road if utilities need to be replaced. Staff replied the City will  
93 typically retain a public utility easement and the City would be responsible for patching the road  
94 after utility work. The Association would be responsible for reconstruction of the road.

95 Councilmember Stoesz cannot get over the garage size requirement, noting there is a way to have  
96 a 28 foot garage. Mr. Blattman noted it is a different lifestyle for these units. Councilmember  
97 Stoesz stated future owners will never be upset that their garage is too big. Mr. Blattman said it  
98 comes down to cost for the people purchasing the house and going to 28 feet changes the interior  
99 design of the house. Mayor Rafferty agrees with Councilmember Stoesz and asked Mr. Blattman  
100 what he can do to make the 520 square feet garage work and meet City guidelines.

101 Planning and Zoning Board Member Michael Root spoke about garage sizes and the discussion  
102 by the Board, noting he is still skeptical about the proposed garage size.

103 Mayor Rafferty thinks the 520 square feet makes sense for garage size as people use garages for  
104 storage. He would like to see a plan with 520 square feet.

105 Councilmember Cavegn's biggest hang up is the 6.5 feet side setbacks.

106 Mayor Rafferty thinks the applicant has enough feedback and to work with the guidelines to  
107 finish the plans.

108 **Item 3 – Playground Equipment Design in Neighborhood Parks** – Public Services Director  
109 DeGardner introduced Bill Johnson, owner and president of Northland Recreation who gave a  
110 presentation on playground designs and accessibility.

111 Mr. Johnson spoke about what meets Americans with Disabilities Act (ADA) requirements for a  
112 park while showing examples. He shared ways to make a playground accessible through a  
113 transfer deck or transfer structure, and ground-level events and access. He explained the  
114 difference between these types of playsets and inclusive playsets with ramps which are a  
115 different design and are more expensive due to the ramp design and rubber surfacing. He noted  
116 one will spend about as much on the rubber surfacing as they would on the equipment.

## CITY COUNCIL WORK SESSION

### DRAFT

117 Mr. DeGardner stated many communities have neighborhood parks throughout the City with one  
118 central park that has an inclusive playground and the City may spend \$500,000 to \$1,000,000 on  
119 that.

120 Councilmember Lyden asked to show the Councilmembers a video from the Northland website  
121 regarding inclusive playgrounds. His personal thought is that just being ADA compliant is a low-  
122 bar and the City must rise some level above that. The video was shown to the Councilmembers.

123 Councilmember Cavegn asked if Mr. DeGardner would recommend having one major park with  
124 full accessibility. Mr. DeGardner replied in the affirmative and noted perhaps even a second park  
125 in the future.

126 Councilmember Stoesz asked Mr. Johnson about ballpark numbers for ramping up the inclusivity  
127 at the City's parks. Mr. Johnson noted just adding a ramp with the inclusive slides and without  
128 the surfacing, the City would go from \$75,000 to approximately \$125,000. Adding the rubber  
129 surface would add another \$100,000. Councilmember Stoesz clarified it would be about  
130 \$250,000 per park.

131 Councilmember Lyden asked about funding sources. Mr. DeGardner noted there are probably  
132 grants the City could look at.

133 Mayor Rafferty noted in talking about the other inclusive playgrounds in cities such as Richfield,  
134 Plymouth, and Woodbury, the populations of those cities dwarf that of Lino Lakes. He noted  
135 Lino Lakes does not have the same type of funds to utilize when it comes to parks. He asked  
136 Park Board Member Pat Huelman what conversations the Board has had on the matter.

137 Park Board Member Huelman noted all of the parks within the City were built on the back of a  
138 development when it went in with no money left over for added features or replacements. At  
139 some point, Lino Lakes decided to invest in small, neighborhood parks and did not invest in a  
140 destination community park with those bigger features. He noted the Park Board has been so  
141 limited in money that it has been a challenge to keep the small neighborhood parks funded  
142 properly.

143 Councilmember Lyden thinks the standard for accessibility is the bare minimum, and if the  
144 Council decides that this is a priority, they will do it.

145 Mayor Rafferty noted three parks are on the agenda for this summer that are on hold.

146 Mr. DeGardner agrees with Councilmember Lyden's comments that ADA compliance  
147 requirements are probably not as stringent or high as some people want. He reiterated Staff's  
148 perspective and in working with Mr. Johnson over the years, that the City exceeds those ADA  
149 requirements and standards. For example regarding the Watermark project, the standard was to  
150 have 9 elevated accessible components and the project has 12; they are required to have 7 ground  
151 level components and the project has 20 components.

152 Councilmember Stoesz asked if the City is tapped into Anoka County resources and whether  
153 they can push to add a regional park in the area. Mr. DeGardner replied if the City Council

## CITY COUNCIL WORK SESSION

### DRAFT

154 identified a priority in having a larger-scale inclusive park, Anoka County would be the City's  
155 first phone call to talk about the project.

156 Councilmember Cavegn thinks in the short-term the City should move forward with the plans for  
157 existing parks as they are in need of repair. As Councilmember Lyden mentioned, it is a shift in  
158 philosophy for the City and more discussion needs to take place on a more long-term plan for  
159 inclusivity.

160 Councilmember Stoesz does not want to move away from neighborhood parks and wants to  
161 move forward with that. He noted they are exceeding ADA requirements right now and they  
162 cannot exceed dollars allocated for this year.

163 Councilmember Lyden does not disagree with his fellow Councilmembers. He appreciates  
164 having been heard and hopes to have a different direction with support and money for a  
165 destination-type park. He would like to see more detail on the park plans and how accessible  
166 they are. Mr. Johnson showed 3D renderings of the play equipment to the City Council.

167 Mayor Rafferty said tonight they are looking at whether they can take the ideas on paper and  
168 move forward to get bids. The other question is a lengthier future discussion regarding how the  
169 City can work on all of the parks and playgrounds in the future.

170 **Mayor Rafferty stated the Council would take a break at 8:30 p.m. Mayor Rafferty**  
171 **reopened the meeting at 8:38 p.m.**

172 **Item 4 – Organics Enclosure Location** – Environmental Coordinator Nelson gave a summary  
173 of his written Staff report noting the City has signed the contract accepting the grant with Anoka  
174 County and construction began in October 2022 at Sunrise Park. He shared examples of organics  
175 sites at Vadnais Heights City Hall and White Bear Lake Public Works facility noting the County  
176 has extended the grant for one year through December 2023. Mr. Nelson gave history and  
177 information regarding composting organics and benefits that go along with composting them  
178 rather than sending to the landfill. He shared what the City was looking for in finding alternate  
179 locations, and walked the Council through various locations within the City including Marshan  
180 Park, City Hall Park, and Lino Park.

181 Mayor Rafferty thinks utilizing Marshan Park would be good as the City would be improving the  
182 organics enclosure and making it more hidden. He also would like to eliminate the trash cans  
183 along Lino Park.

184 Councilmember Cavegn is in favor of Marshan but would like to leave it at Lino Park due to the  
185 people in the area that use it, there have not been issues, they already do recycling days there,  
186 and it is the least populated with homes around it.

187 Community Development Director Grochala noted that the City could start with Marshan and  
188 next they could look at Lino Park.

189 **Item 5 – Rookery Summer Camp Staffing** – Activity Center Manager Lamey gave a summary  
190 of her written Staff report, stating the City will have a summer day camp and are in need of  
191 hiring two (2) Summer Camp Coordinators and up to twenty (20) Summer Camp Counselors.

**CITY COUNCIL WORK SESSION**

**DRAFT**

192 The positions will have no impact to the budget as they will be funded from the 2023 Rookery  
193 Budget. Ms. Lamey also shared about Rookery membership, updates on child watch, and spoke  
194 about fitness classes.

195 **Item 6 – Council Updates on Boards/Commissions** – Mayor Rafferty shared about a Vadnais  
196 Lakes Area Water Management Organization (VLAWMO) water program with grants that the  
197 City could look into for their parks.

198 **Item 7 – Discussion on Land Acquisition for Public Improvement Projects (closed meeting)**  
199 – The Work Session meeting went into closed session at 9:26 p.m.

200 The closed session was adjourned at 9:50 p.m.

201

202 These minutes were considered, corrected, and approved at the regular Council meeting held on  
203 March 27, 2023.

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208 \_\_\_\_\_  
Hannah Lynch, City Clerk

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

**CLOSED COUNCIL SESSION**

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**CITY OF LINO LAKES  
MINUTES  
CLOSED COUNCIL SESSION**

**DATE** : **March 6, 2023**  
**TIME STARTED** : **9:30 p.m.**  
**TIME ENDED** : **9:50 p.m.**  
**MEMBERS PRESENT** : **Councilmember Stoesz, Lyden, Ruhland,  
Cavegn, Mayor Rafferty**  
**MEMBERS ABSENT** : **none**

Staff members present: Community Development Director Michael Grochala

Mayor Rafferty convened the meeting at 9:30 p.m. at Lino Lakes City Hall. Before the meeting was closed, Mayor Rafferty noted the purpose of the meeting. The meeting was closed as a session of the City Council pursuant to the Open Meeting Law for the purpose of discussing right-of-way acquisition for public improvement projects, including 6510 12th Avenue (Water Treatment Plant), 298 Rohavic Lane (Hodgson/Country Road J Improvements – Trail Extension), and 7330 Lake Drive (Trunk Watermain Improvements).

The meeting was recorded.

The meeting was adjourned at 9:50 p.m.

These minutes were considered at the regular City Council meeting held on March 27, 2023.

\_\_\_\_\_  
Hannah Lynch, City Clerk

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Rob Rafferty, Mayor

**CITY COUNCIL WORK SESSION**

**DRAFT**

**LINO LAKES CITY COUNCIL  
WORK SESSION  
MINUTES**

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**DATE** : **March 13, 2023**  
**TIME STARTED** : **6:00 p.m.**  
**TIME ENDED** : **6:20 p.m.**  
**MEMBERS PRESENT** : **Councilmember Stoesz, Lyden, Ruhland, Cavegn,  
Mayor Rafferty**  
**MEMBERS ABSENT** : **None.**

Staff members present: City Administrator Sarah Cotton; Community Development Director Michael Grochala; City Engineer Diane Hankee; Human Resources and Communications Manager Meg Sawyer; Director of Public Safety John Swenson; City Planner Katie Larsen.

**1. Review Regular Council Agenda of March 13, 2023**

**Consent Agenda -**

**Item 1G – Consider Approval of the Hiring of Part-Time Staff for The Rookery** – Mayor Rafferty asked for more information and whether things are going well and whether this is a seasonal type of hire. Human Resources and Communications Manager Sawyer noted the positions before the City Council this evening are typical due to turnover such as adding lifeguards, instructors, and part-time workers.

**Regular Agenda -**

**Item 1 – Consider Appointment of Part-time Firefighter** - Human Resources and Communications Manager Sawyer shared about the position noting it would be at Fire Station #1 and starting on April 3, 2023.

**Item 2 – Consider Appointment of Paid On-Call Firefighter** – Ms. Sawyer noted this position would get the City to nine firefighters at Station #1 and ten at Station #2. The start date will be on March 20, 2023 and the goal for the City is to have 20 firefighters at each station.

**Item 3 – Consider Appointment of Custodial Worker** – Ms. Sawyer shared about the position noting it encompasses cleaning City Hall and both Fire stations. With City Council approval, the worker would start on March 14, 2023. Councilmember Stoesz asked whether there will be start-up costs including vacuums and equipment. City Administrator Cotton replied in the affirmative noting an estimate was provided in a previous Staff report for some of that equipment for the various sites.

**Item 4 – Consider Appointment of City Clerk** – Ms. Sawyer noted Jolleen Chaika will be starting in the position on April 3, 2023. She comes to the City with a vast amount of experience including Deputy City Clerk at Forest Lake.

**CITY COUNCIL WORK SESSION**

**DRAFT**

42 **Item 5 - Consider Donation of Bicycles** – Director of Public Safety Swenson stated the City  
43 looks to clean out the garage of abandoned bicycles that are deposited. There are eight bicycles  
44 and with the City Council’s authorization Staff would like to donate the bicycles to the non-  
45 profit Bikes for Kids.

46  
47 **Item 6 - Consider 1st Reading of Ordinance No. 01-23 City Code Chapter 1010: Signs** –  
48 City Planner Larsen noted they are trying to clean up the Ordinance and make it clearer with the  
49 first reading this evening.

50  
51 **Item 7 - Consider Resolution No. 23-20 Accepting and Approving the Grant Agreement**  
52 **between the City of Lino Lakes and the Metropolitan Council of Environmental**  
53 **Services for the Improvement of Publicly Owned Infrastructure and Approving**  
54 **Certificate of Real Property** – City Engineer Hankee noted the Met Council monitors the City’s  
55 flows and the City has entered into a grant program, which they have done before. Included in  
56 the packet is an example agreement, and Ms. Hankee noted the City must approve a certificate of  
57 property noting the City owns that property and the City has rights to it.

58  
59 The meeting was adjourned at 6:20 p.m.

60  
61 These minutes were considered, corrected and approved at the regular Council meeting held on  
62 March 27, 2023.

63  
64  
65  
66  
67

\_\_\_\_\_  
Hannah Lynch, City Clerk

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

**COUNCIL MINUTES**

**DRAFT**

**LINO LAKES CITY COUNCIL  
REGULAR MEETING  
MINUTES**

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- DATE** : **March 13, 2023**
- TIME STARTED** : **6:30 p.m.**
- TIME ENDED** : **6:50 p.m.**
- MEMBERS PRESENT** : **Councilmember Stoesz, Lyden, Ruhland, Cavegn, Mayor Rafferty**
- MEMBERS ABSENT** : **None**

Staff members present: City Administrator Sarah Cotton; Community Development Director Michael Grochala; City Engineer Diane Hankee; Human Resources and Communications Manager Meg Sawyer; Director of Public Safety John Swenson; City Planner Katie Larsen.

**PUBLIC COMMENT**

There were no public comments.

**SETTING THE AGENDA**

The agenda was approved as presented.

**SPECIAL PRESENTATION**

*Service Recognition – Lino Lakes Advisory Board Members*

Mayor Rafferty acknowledged the service of outgoing members who have served on Lino Lakes Advisory Boards including Paul Tralle, Ella McNulty, James Zilka, and John Nordlund.

**CONSENT AGENDA**

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

|                    |                      |
|--------------------|----------------------|
| <b><u>ITEM</u></b> | <b><u>ACTION</u></b> |
|--------------------|----------------------|

**Consideration of Expenditures:**

- |   |          |
|---|----------|
| A) Consider Approval of Expenditures for March 13, 2023                 | Approved |
| (Check No. 118111 through 118264) in the Amount of \$641,909.80         | Approved |
| B) Consider Approval of February 6, 2023 Work Session Minutes           | Approved |
| C) Consider Approval of February 6, 2023 Closed Council Session Minutes | Approved |
| D) Consider Approval of February 13, 2023 Work Session Minutes          | Approved |
| E) Consider Approval of February 13, 2023 Council Meeting Minutes       | Approved |
| F) Consider Approval of Application for Aquinas Roman Catholic Home     | Approved |
| Education Services (ARCHES) to Conduct Excluded Bingo Event             | Approved |
| G) Consider Approval of the Hiring of Part-Time Staff for The Rookery   | Approved |

**FINANCE DEPARTMENT REPORT**

There was no report.

**ADMINISTRATION DEPARTMENT REPORT**



**COUNCIL MINUTES**

**DRAFT**

49 **A) Consider Appointment of Part-time Firefighter** – Human Resources and Communications  
50 Manager Sawyer gave a summary of her written Staff Report regarding the hiring of Joshua  
51 Buganski, who has completed Firefighter 1 and 2, and has hazardous material training and  
52 certification. With approval, Mr. Buganski would start on April 3, 2023.

53  
54 Councilmember Ruhland moved to approve appointment of Joshua Buganski as recommended.  
55 Councilmember Cavegn seconded the motion. Motion carried on a voice vote.

56  
57 **B) Consider Appointment of Paid On-Call Firefighter** - Human Resources and Communications  
58 Manager Sawyer gave a summary of her written Staff Report noting Ashley Rodvik would be  
59 assigned to Fire Station #2 and will start on March 20, 2023.

60  
61 Councilmember Cavegn moved to approve appointment of Ashley Rodvik as recommended.  
62 Councilmember Lyden seconded the motion. Motion carried on a voice vote.

63  
64 **C) Consider Appointment of Custodial Worker** – Human Resources and Communications  
65 Manager Sawyer gave a summary of her written Staff Report noting Ryan McConville has over 10  
66 years of custodial experience and would start on March 14, 2023.

67  
68 Councilmember Cavegn moved to approve appointment of Ryan McConville as recommended.  
69 Councilmember Ruhland seconded the motion. Motion carried on a voice vote.

70  
71 **D) Consider Appointment of City Clerk** - Human Resources and Communications Manager  
72 Sawyer gave a summary of her written Staff Report noting Jolleen Chaika has over 15 years of  
73 relevant experience.

74  
75 Councilmember Cavegn moved to approve appointment of Jolleen Chaika as recommended.  
76 Councilmember Ruhland seconded the motion. Motion carried on a voice vote.

77  
78 **PUBLIC SAFETY DEPARTMENT REPORT**

79  
80 **4A) Consider Donation of Bicycles, John Swenson** – Public Safety Director Swenson reviewed  
81 the written staff report noting Ordinance 213.07 authorizes the Public Safety Department to dispose  
82 of unclaimed property and tonight he is seeking approval to donate eight bicycles to Bikes for Kids,  
83 a non-profit in Anoka County.

84  
85 Councilmember Lyden moved to authorize the donation as presented. Councilmember Stoesz  
86 seconded the motion. Motion carried on a voice vote.

87  
88 **PUBLIC SERVICES DEPARTMENT REPORT**

89 There was no report from the Public Services Department.

90  
91 **COMMUNITY DEVELOPMENT REPORT**

92  
93 **6A) Consider 1st Reading of Ordinance No. 01-23 City Code Chapter 1010: Signs** – City  
94 Planner Larsen reviewed her written Staff Report and shared about content neutrality and that the City  
95 is not to be regulating content of signage. Staff went through to be sure the City’s sign Ordinance is  
96 consistent with a recent federal court case.

97

**COUNCIL MINUTES**

**DRAFT**

98 Councilmember Ruhland moved to approve the 1st Reading of Ordinance No. 01-23 as presented.  
99 Councilmember Cavegn seconded the motion. Motion carried on a voice vote.

100  
101 **B) Consider Resolution No. 23-20 Accepting and Approving the Grant Agreement**  
102 **between the City of Lino Lakes and the Metropolitan Council of Environmental**  
103 **Services for the Improvement of Publically Owned Infrastructure and Approving**  
104 **Certificate of Real Property** – City Engineer Hankee reviewed her written Staff Report noting the  
105 City’s sanitary sewer system flows into the Metropolitan Council’s system, and the City has submitted  
106 a grant pre-application for improvements.

107  
108 Councilmember Ruhland moved to approve Resolution No. 23-20 as presented. Councilmember  
109 Cavegn seconded the motion. Motion carried on a voice vote.

110  
111 Mayor Rafferty invited a member of the audience to come forward.

112  
113 Samuel Murillo, Lino Lakes, stated the City deserves a parade noting COVID 19 has kept people  
114 separated and in their homes and the City needs a celebration for the residents.

115  
116 It was noted by the City Council that the City does have a parade.

117  
118 **UNFINISHED BUSINESS**

119 There was no Unfinished Business.

120  
121 **NEW BUSINESS**

122 There was no New Business.

123  
124 **COMMUNITY EVENTS**

125 There were no events announced.

126  
127 **COMMUNITY CALENDAR**

|  |                    |                           |                      |
|--|--------------------|---------------------------|----------------------|
| <i>Community Calendar – A Look Ahead</i>     |                    |                           |                      |
| <b>March 13, 2023 through March 27, 2023</b> |                    |                           |                      |
| 131  | 🚦 Monday, March 27 | 6:00 pm, Community Room   | Council Work Session |
| 132  | 🚦 Monday, March 27 | 6:30 pm, Council Chambers | City Council Meeting |

133  
134 **ADJOURN**

135  
136 There being no further business, Councilmember Stoesz moved to adjourn at 6:50 p.m.  
137 Councilmember Ruhland seconded the motion. Motion carried on a voice vote.

138  
139 These minutes were considered and approved at the regular Council Meeting on March 27, 2023.

140  
141  
142  
143 \_\_\_\_\_  
Hanna Lynch, City Clerk

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

**CITY COUNCIL  
AGENDA ITEM 1F**

STAFF ORIGINATOR: Sarah Cotton, City Administrator

MEETING DATE: March 27, 2023

TOPIC: Consider Approval of Application for an Exempt Permit for Lawful Gambling Conducted by St. Joseph of the Lakes Catholic Church

VOTE REQUIRED: 3/5 Vote

**INTRODUCTION**

St. Joseph of the Lakes Catholic Church has applied for an exempt permit to conduct a raffle, bingo and pull-tabs on Saturday, August 12<sup>th</sup> and Sunday August 13<sup>th</sup>, 2023.

**BACKGROUND**

Non-profit organizations are allowed, under the State Gambling Statutes, to apply for an exemption from a gambling license if they conduct five (5) or fewer gambling occasions per calendar year. St. Joseph of the Lakes Catholic Church conducts five (5) or less per calendar year and, therefore, remains exempt from requiring a gambling license.

Minnesota Statutes, Chapter 349, Section 349.166, Subd. 2 does, however, require that the non-profit organizations applying for the exemption permit, notify the city that they are applying for the exemption and receive local approval.

The application and background materials are on file in City Clerk's office.

**RECOMMENDATION**

Consider approving the application for exemption with no waiting period.

**CITY COUNCIL  
AGENDA ITEM 1G**

STAFF ORIGINATOR: Sarah Cotton, City Administrator

MEETING DATE: March 27, 2023

TOPIC: Consider Resolution No. 23-30, Approving a Solicitor License for Renewal by Anderson

VOTE REQUIRED: 3/5

**BACKGROUND**

Renewal by Anderson, 1920 County Road C West, Roseville, Minnesota has submitted a solicitor's license application to the City Clerk's office.

The company representatives who will be working in Lino Lakes are Jonathan Hamblin and Andrew Njogu.

The company representatives plan to travel through Lino Lakes' neighborhoods going door to door offering window and door replacement sales to interested potential clients.

The City has received all the necessary forms required to issue this company a license.

The Lino Lakes Public Safety Department has performed the background checks and indicated no reason to deny the application.

The application and all other required information is on file in the City Clerk's office for review.

**RECOMMENDATION**

Consider Resolution No. 23-30, approving the issuance of a Solicitor License to Renewal by Anderson for a period of six months, commencing March 28, 2023.

**CITY OF LINO LAKES  
RESOLUTION NO. 23-30**

**APPROVING A SOLICITOR LICENSE FOR RENEWAL BY ANDERSON**

**WHEREAS**, Renewal by Anderson has submitted a solicitor's license application to the City Clerk's office; and

**WHEREAS**, Renewal by Anderson has complied with all of the provisions of Chapter 613 of the Lino Lakes City Code for obtaining the necessary license; and

**WHEREAS**, the Lino Lakes Public Safety Department has conducted a background check on the company representatives that will be working in Lino Lakes;

**NOW, THEREFORE, BE IT RESOLVED** that the Lino Lakes City Council hereby approves the request of Renewal by Anderson, to travel throughout Lino Lakes offering window and door replacement sales for a period of six-months commencing March 28<sup>th</sup> through September 28<sup>th</sup>, 2023.

Adopted by the Council of the City of Lino Lakes this 27<sup>th</sup> day of March, 2023.

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:

\_\_\_\_\_  
Hannah Lynch, City Clerk

**CITY COUNCIL  
AGENDA ITEM 3A**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: March 27, 2023

TOPIC: Consider Appointment of Custodial Worker

VOTE REQUIRED: 3/5

**INTRODUCTION**

The City Council is being asked to approve the appointment of Tracie Scott to the part-time Custodial Worker position within the Public Services department.

**BACKGROUND**

Staff has completed the recruitment process, provided a conditional offer, and is recommending the approval of Tracie Scott for the part-time position.

The hourly rate of pay would be \$23.00, which is the top of the pay range for the part-time custodial worker.

With Council's approval, Tracie would start in the position on April 3, 2023.

**RECOMMENDATION**

Please approve the appointment of Tracie Scott to the part-time Custodial Worker position.

**CITY COUNCIL  
AGENDA ITEM 4A**

STAFF ORIGINATOR: John Swenson, Public Safety Director

MEETING DATE: March 27, 2023

TOPIC: Acceptance of Equipment Donation to Lino Lakes Public Safety Department – Fire Division

VOTE REQUIRED: 3/5

**INTRODUCTION**

The Lino Lakes Public Safety Department is requesting council approval to accept a donation of fire hose for wildland fire suppression from the City of Lexington.

**BACKGROUND**

The City of Lexington received a shipment of fire hose for wildland fire suppression in error from one of their vendors. The City of Lexington’s vendor did not want them to return this hose because of the cost for shipping and the City of Lexington does not have a need for this type of fire hose.

The City of Lexington would like to donate four sections of 50 foot wildland fire hose (total 200 feet) to the Fire Division. The estimated value of this fire hose is \$399.20.

If this donation is accepted, this equipment will be used in the Fire Division for wildland fire suppression operations.

**RECOMMENDATION**

Staff recommends approval of acceptance of the donation of fire hose from the City of Lexington.

**ATTACHMENTS**

Photo of Wildland Fire Hose





**CITY COUNCIL  
AGENDA ITEM 5A**

STAFF ORIGINATOR: Rick DeGardner, Public Services Director

MEETING DATE: March 27, 2023

TOPIC: Consider Approval of Resolution No. 23-31, Accepting Bids and Awarding a Contract, Watermark Park Irrigation System

VOTE REQUIRED: 3/5

**INTRODUCTION**

Staff is requesting Council’s consideration to accept bids and award a construction contract for the irrigation system at Watermark Park.

**BACKGROUND**

The City Council awarded the Watermark Park construction project at the February 13, 2023 City Council meeting. Installation of the irrigation system was bid as a separate project. Three bids were received.

| <b>CONTRACTOR</b>         | <b>TOTAL BASE BID</b> |
|---------------------------|-----------------------|
| Albrecht Enterprises, LLC | \$104,083.00          |
| Irrigation Doctor, Inc.   | \$111,632.00          |
| Southview Design          | \$154,987.91          |

The low bid was submitted by Albrecht Enterprises, LLC. in the amount \$104,083.00 and is being recommended for award. Albrecht Enterprises, LLC is currently listed as a subconsultant for the overall park project, as they will be undertaking the landscape installation.

The engineer’s estimate was \$110,000.00. Funding has been identified through the Dedicated Parks Fund.

**RECOMMENDATION**

Staff recommends adoption of Resolution No. 23-31.

**ATTACHMENTS**

1. Resolution No. 23-31
2. WSB Award Letter and Bid Tabulation

**RESOLUTION NO. 23-31**

**ACCEPTING BIDS AND AWARDING A CONTRACT, WATERMARK  
PARK IRRIGATION SYSTEM**

**WHEREAS**, the City Council awarded the Watermark Park construction project at the February 13, 2023 City Council meeting. Installation of the irrigation system was bid as a separate project; and

**WHEREAS**, three bids were received:

| <b>CONTRACTOR</b>         | <b>TOTAL BASE BID</b> |
|---------------------------|-----------------------|
| Albrecht Enterprises, LLC | \$104,083.00          |
| Irrigation Doctor, Inc.   | \$111,632.00          |
| Southview Design          | \$154,987.91          |

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Albrecht Enterprises, LLC. in the amount of \$104,083.00 for the construction of the Watermark Park Irrigation System Project.

Adopted by the Council of the City of Lino Lakes this 27th day of March, 2023.

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:

\_\_\_\_\_  
Hannah Lynch, City Clerk



March 9, 2023

Honorable Mayor and City Council  
City of Lino Lakes  
600 Town Center Parkway  
Lino Lakes, MN 55014

Re: Watermark Park Irrigation System  
WSB Project No. 019496-000

Dear Mayor and Council Members:

Quotes were received for the above-referenced project on Thursday, March 9, 2023. A total of three (3) were received. The quotes were checked for mathematical accuracy and tabulated and there were no errors on the Bid Form. The Engineer's Estimate was \$110,000.00. The bid tabulation indicates the low bidder as Albrecht Enterprises, LLC, of Roseville, MN in the amount of 104,083.00.

We recommend that the City Council consider these quotes and award a contract in the amount of \$104,083.00 to Albrecht Enterprises, LLC. based on the results of the bids received.

Sincerely,

WSB

Jordan Gedrose  
Landscape Architect

Enclosures

cc: Matt Johnson – Albrecht Enterprises, LLC  
Rick DeGardner – City of Lino Lakes

mj

# BID TABULATION SUMMARY

Watermark Park Irrigation System

City of Lino Lakes, MN

WSB Project No. 019496-000

Quotes due by: March 9, 2023 at 1:00 PM local time



 DENOTES CORRECTED FIGURE

---

|   | <b>Contractor</b>          | <b>Grand Total Bid</b> |
|---|----------------------------|------------------------|
| 1 | Albrecht Enterprises, LLC  | \$104,083.00           |
| 2 | Irrigation Doctor, Inc.    | \$111,632.00           |
| 3 | Southview Design           | \$154,987.91           |
|   | Engineer's Opinion of Cost | \$110,000.00           |

---

I hereby certify that this is a true and correct tabulation of the bids as received on March 9, 2023.

A handwritten signature in black ink that reads "Jordan Sedrose". The signature is written in a cursive, flowing style.

---

Jordan Sedrose, Landscape Architect

---

**CITY COUNCIL  
AGENDA ITEM 5B**

STAFF ORIGINATOR: Rick DeGardner, Public Services Director

MEETING DATE: March 27, 2023

TOPIC: Consider Approval of Resolution No. 23-32, Approving  
Contracts for the Watermark Park Shelter

VOTE REQUIRED: 3/5

**INTRODUCTION**

Staff is requesting Council's consideration to approve two contracts for the open air park shelter at Watermark Park.

**BACKGROUND**

The park shelter is another item not included in the construction contract that was awarded during the February 13, 2023 council meeting. Staff is recommending entering into a contract with PlayPower LT Farmington, Inc., via Sourcewell, in the amount of \$84,283.00 for a Poligon Grand Haven Gable 32' structure.

Sourcewell is a public corporation serving as a municipal contracting agency for government and education agencies. Sourcewell serves member agencies under the legislative authority established and granted by Minnesota Statute 123A.21. This agreement fulfills the competitive solicitation and contract process required of governmental agencies.

The contract includes the metal roof, underside stained tongue and groove, ornamentation, six columns with footings, electrical access for outlets and security lighting, and stamped engineered drawings. Brickwork around the columns, electrical work within the roof, and the required building permit is outside the scope of this contract.

Staff is also recommending entering into a contract for the installation with Mulcare Contracting LLC in the amount of \$33,500. Mulcare Contracting LLC is a certified Poligon installer and our PlayPower LT Farmington Representative (Northland Recreation) works exclusively with this company.

Funding has been identified through the Dedicated Parks Fund.

## **RECOMMENDATION**

Staff recommends adoption of Resolution No. 23-32.

## **ATTACHMENTS**

1. Resolution No. 23-32
2. Park Shelter Concept

**RESOLUTION NO. 23-32**

**APPROVING CONTRACTS FOR THE  
WATERMARK PARK SHELTER**

**WHEREAS**, the City Council awarded the Watermark Park construction project at the February 13, 2023 City Council meeting. The park shelter was bid as a separate project; and

**WHEREAS**, staff is recommending entering into a contract with PlayPower LT Farmington, Inc. via Sourcewell (formerly NJPA) in the amount of \$84,283.00; and

**WHEREAS**, Sourcewell is a public corporation serving as a municipal contracting agency for government and education agencies. Sourcewell serves member agencies under the legislative authority established and granted by Minnesota Statute 123A.21. This agreement fulfills the competitive solicitation and contract process required of governmental agencies; and

**WHEREAS**, staff is also recommending entering into a contract for the installation with Mulcare Contracting LLC in the amount of \$33,500; and

**WHEREAS**, funding has been identified through the Dedicated Parks Fund.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with PlayPower LT Farmington in the amount of \$84,283.00 and Mulcare Contracting LLC in the amount of \$33,500.

Adopted by the Council of the City of Lino Lakes this 27th day of March, 2023.

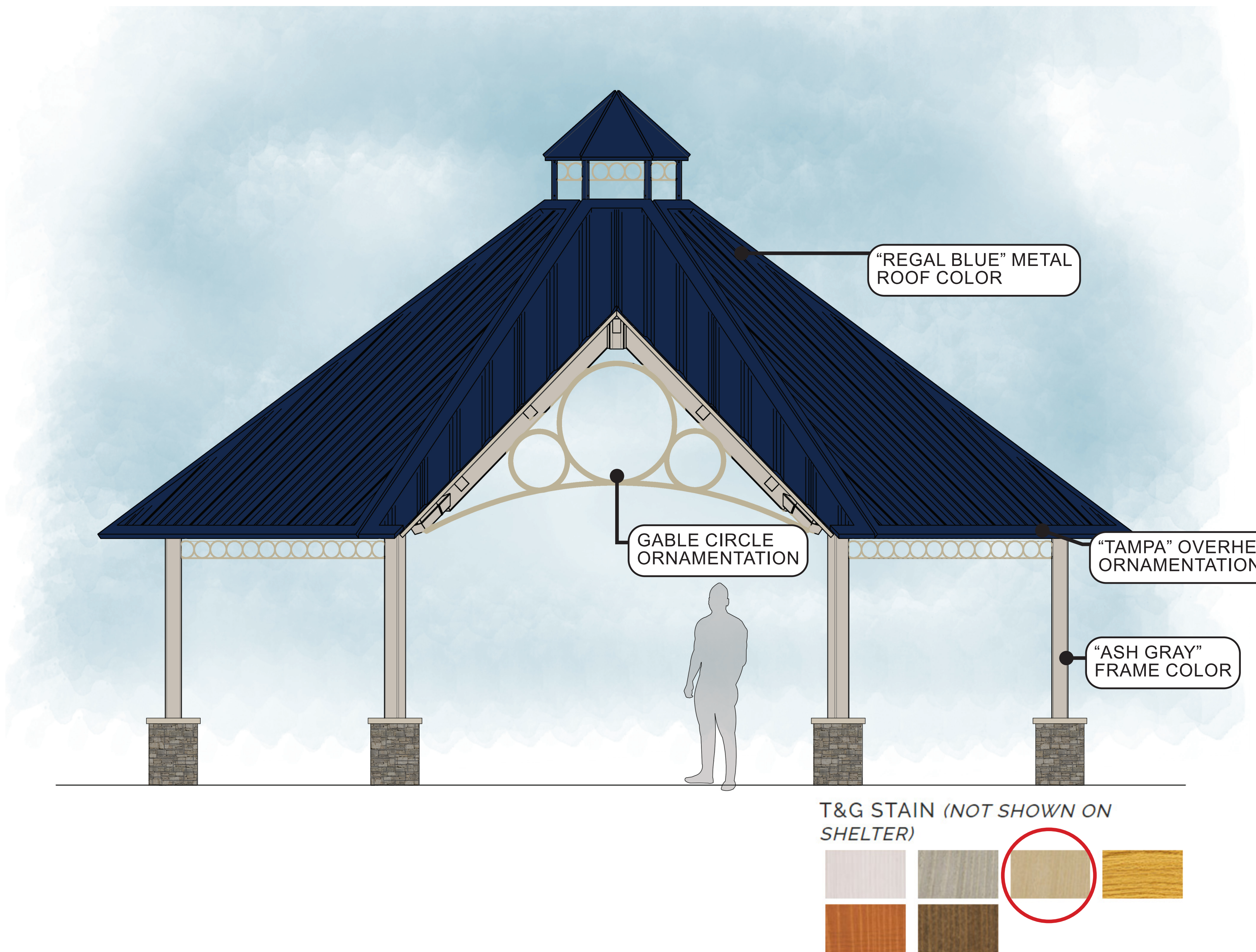
The motion for the adoption of the foregoing resolution was introduced by Council Member \_\_\_\_\_ and was duly seconded by Council Member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

The following voted against same:

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

ATTEST:

\_\_\_\_\_  
Hannah Lynch, City Clerk



# Watermark Park - Picnic Shelter Options



**CITY COUNCIL  
AGENDA ITEM 6A**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: March 27, 2023

TOPIC: City Code Chapter 1010: Signs

- i. Consider 2<sup>nd</sup> Reading of Ordinance No. 01-23 Sign Ordinance Amendment

*\*Council may vote to dispense with full reading of ordinance  
\* Roll call vote is required for adoption of the ordinance*

- ii. Consider Resolution No. 23-21 Authorizing Summary Publication

**INTRODUCTION**

City Code Chapter 1010: Signs regulates signs. In 2014, the City amended the sign ordinance. Staff is proposing another amendment to the ordinance to reflect changes that have transpired from a federal court case. The City Council approved the 1<sup>st</sup> reading of the ordinance at the March 13, 2023 Council meeting.

**BACKGROUND**

The main purpose of the revisions to the City’s sign ordinance is to bring the ordinance in line with the U.S. Supreme Court decision in *Reed v. Town of Gilbert*, which determined that content-based regulation of signs are generally impermissible and could violate the First Amendment. In short, the court said that government can’t regulate signs based on the communicative intent or message of those signs. The courts have signaled, however, that concerns for safety can justify content-based sign regulations and that distinctions can be drawn for on-premise versus off-premise signs and commercial versus non-commercial signs. The sign ordinance revisions reflect this evolution in case law.

A secondary goal of revising the sign ordinance is to increase its clarity and readability to ease administration and enforcement. This includes cutting down on unused definitions, standardizing language, and addressing potential conflicts or unnecessary language.

For the most part, the revisions are geared toward maintaining the City’s original intent in its sign regulation, while eliminating disallowed content-based regulations. As recommended by the Planning & Zoning Board, obscene sign language has been added under Section 1010.005 Prohibited Signs. As discussed at the March 6, 2023 Work Session, dynamic sign size was increased from 20sf to 32sf with an 8 second hold.

**RECOMMENDATION**

Staff recommends approval of the sign ordinance amendment.

**ATTACHMENTS**

1. Ordinance No. 01-23 City Code Chapter 1010: Signs
2. Resolution No. 23-21 Summary Publication

|                          |              |
|--------------------------|--------------|
| 1 <sup>st</sup> Reading: | Publication: |
| 2 <sup>nd</sup> Reading: | Effective:   |

**CITY OF LINO LAKES  
ORDINANCE NO. 01-23**

**ORDINANCE AMENDING CITY CODE CHAPTER 1010: SIGNS**

The City Council of Lino Lakes ordains:

**Section 1. Findings.** The City Council finds that the amended sign ordinance protects the public health, safety, comfort, convenience, and general welfare of the residents of the community.

**Section 2. Amendment.** The Lino Lakes City Code Chapter 1010: Signs is hereby repealed in its entirety and replaced with the following attached exhibit:

Exhibit A: Chapter 1010: Signs

**Section 3. Effective Date.** This Ordinance shall be effective from and after its passage and publication according to the Lino Lakes City Charter.

Adopted by the Lino Lakes City Council this 27<sup>th</sup> day of March, 2023.

The motion for the adoption of the foregoing ordinance 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:

\_\_\_\_\_  
Hannah Lynch, City Clerk

**Exhibit A:**  
**Chapter 1010: Signs**

## CHAPTER 1010: SIGNS

### Section

|          |  |
|----------|--|
| 1010.001 | Purpose, intent and findings                           |
| 1010.002 | Definitions  |
| 1010.003 | Administration and enforcement                         |
| 1010.004 | Non-conforming Signs                                   |
| 1010.005 | Prohibited Signs                                       |
| 1010.006 | General regulations applicable to all zoning districts |
| 1010.007 | Temporary Signs  |
| 1010.008 | Zoning district regulations                            |
| 1010.009 | Substitution Clause                                    |
| 1010.010 | Severability   |

### § 1010.001 PURPOSE, INTENT AND FINDINGS.

(1) *Purpose and intent.* It is not the purpose or intent of this sign chapter to regulate the message displayed on any sign; nor is it the purpose or intent to regulate any building design or any display not defined as a sign, or any sign with a message that cannot reasonably be viewed from off the property on which the sign is displayed. Rather, the sign chapter is intended to establish a comprehensive and balanced system of sign control that accommodates the need for a well-maintained, safe and attractive community, and the need for effective communications. It is the intent of this chapter to promote the health, safety, general welfare, aesthetics, and image of the community by regulating signs that are intended to communicate to the public and to use signs that meet the city's goals by authorizing:

- (a) Permanent signs that establish a high standard of aesthetics;
- (b) Signs that are compatible with their surroundings;
- (c) Signs that are designed, constructed, installed and maintained in a manner that does not adversely impact public safety or unduly distract motorists;
- (d) Signs that are large enough to convey the intended message and to help citizens find their way to intended destinations;
- (e) Signs that are proportioned to the scale of, and are architecturally compatible with, principal structures;
- (f) Permanent signs that give preference to the on-premise owner or occupant; and
- (g) Temporary commercial speech signs and off-premise signs that provide an opportunity for special events while restricting signs that create continuous visual clutter and hazards at public right-of-way intersections.

(2) *Findings.* The City of Lino Lakes finds it is necessary for the promotion and preservation of the public health, safety, welfare and aesthetics of the community that the construction, location, size, and maintenance of signs be controlled. Further, the city finds:

- (a) Permanent and temporary signs have a direct impact on and relationship to the image of the community;
- (b) The manner of installation, location, and maintenance of signs affects the public health, safety, welfare, and aesthetics of the community;
- (c) An opportunity for viable identification of community businesses and institutions must be established;
- (d) The safety of motorists, cyclists, pedestrians, and other users of public streets and property is affected by the number, size, location, and appearance of signs that unduly divert the attention of drivers;
- (e) Installation of signs suspended from, projecting over or placed on the tops of buildings, walks, or other structures may constitute a hazard during periods of high winds and an obstacle to effective firefighting and other emergency service;
- (f) Uncontrolled and unlimited signs adversely impact the image and aesthetic attractiveness of the community and thereby undermine economic value and growth;
- (g) Uncontrolled and unlimited signs, particularly temporary signs which are commonly located within or adjacent to public right-of-way or are located at driveway/street intersections, result in roadside clutter and obstruction of views of oncoming traffic. This creates a hazard to drivers and pedestrians and also adversely impacts a logical flow of information;
- (h) Commercial speech signs are generally incompatible with residential uses and should be strictly limited in residential zoning districts;
- (i) The right to express noncommercial opinions in any zoning district must be protected, subject to reasonable restrictions on size, height, location, and number; and
- (j) Light pollution creates negative impacts on the community, particularly in residential, and rural areas.

**§ 1010.002 DEFINITIONS.**

The following words and terms, when used in this sign chapter, shall have the following meanings, unless the context clearly indicates otherwise.

***BANNER.*** A temporary sign made of cloth, flexible plastic or other fabric, except that flags shall not be considered ***BANNERS***.

***COMMERCIAL SPEECH.*** Speech advertising a business, profession, commodity, service, or entertainment.

***DIRECTIONAL SIGNS.*** A sign providing noncommercial directional information about the use or uses on the property where the sign is located.

***DYNAMIC DISPLAY.*** Any characteristics of a sign that appear to have movement or that appear to change, however frequently, caused by any method other than physically removing and replacing the sign or its components, whether the apparent movement or change is in the display, the sign structure itself or any other component of the sign. This includes, but is not limited to, a sign display that incorporates a technology or method allowing the image on the sign face to change without having to physically or mechanically replace the sign face or its components. This also includes, but is not limited to, any rotating, revolving, moving, flashing, blinking or animated display, and any display that incorporates rotating

panels, LED lights manipulated through digital input, “digital ink,” or any other method or technology that allows the sign face to present a series of images or displays. This does not include digital signs with fixed content that changes less than once per hour, provided that none of the content displayed appears to have movement or to otherwise change during the minimum one-hour display period.

**FLAG.** Any cloth, flexible plastic, or fabric containing distinctive colors, patterns, or symbols that is attached along one side to one pole or attached to a rope on one pole that allows for raising and lowering the flag.

**FAÇADE.** That portion of any exterior elevation on a building extending from grade to top of the parapet, wall, or eaves and the entire width of the building elevation.

**FLASHING SIGN.** An illuminated sign on which the illumination is not kept constant in intensity or color at all times when the sign is in use.

**GROUND SIGN.** Any freestanding sign supported by or upon standards, poles, beams, or other supports or foundation directly affixed to the ground.

**IDENTIFICATION OR NAMEPLATE SIGN.** A sign that bears the name or address or both of the business or the occupant of the building on which it is located.

**ILLUMINATED SIGN.** A sign that has an artificial light source directed upon it or that has an interior light source.

**MARQUEE AND CANOPY SIGNS.** Any message or identification that is permanently affixed to a projection or extension of a building or structure, erected in a manner as to provide shelter or cover over the approach to any entrance of a store, building, or place of public assembly.

**NONCOMMERCIAL SPEECH.** Dissemination of messages not classified as commercial speech, which include, but are not limited to, messages concerning political, religious, social, ideological, public service, and informational topics.

**OFF-PREMISE SIGN.** A sign that directs attention to a business, profession, commodity, service, or entertainment not exclusively related to the premises where a sign is located or to which it is affixed.

**ON-PREMISE SIGN.** A sign that directs attention to a business or profession or to a commodity, service, or entertainment sold or offered upon the premises where such a sign is located.

**PENNANT.** Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind. Sometimes called **STRINGER**.

**PORTABLE SIGN.** A temporary sign that is designed or intended to be moved or transported that is parked or placed for the primary purpose of displaying the sign to a public right-of-way. Examples of portable signs include:

- Signs on trailers or on wheels, with or without text and/or graphics;
- Commercial signs mounted on a vehicle when the vehicle is parked and visible from a public right-of-way, except signs that are one (1) square foot in area or less.

**PROJECTING SIGN.** A permanent sign affixed to an exterior wall or roof of a building and that is perpendicular to the building wall.

**PYLON SIGN.** A permanent, free-standing ground sign erected upon a post or posts.

**SANDWICH BOARD.** A temporary on-premise sign constructed to form an “A” or a tent-like shape, placed in front of a business.

**SIGN.** Any writing, pictorial presentation, number, illustration or decoration, or other communication device, whether painted, posted, printed, affixed, or constructed, including associated brackets, braces, supports, wires, and structures, that is used to announce, direct attention to, identify, inform, communicate, or otherwise make anything known and that is visible from off the property on which the sign is located.

**SIGN AREA.** The entire area of a temporary or permanent sign within a single continuous perimeter enclosing the extreme limits of the actual sign surface, but excluding any structural or supporting elements such as uprights, aprons, poles, beams, or standards. For double-faced signs, the sign area shall be computed on the basis of one (1) face of the sign.

**SIGN HEIGHT.** Height shall be measured from grade to the uppermost points or level of sign structure.

**TEMPORARY SIGNS.** A sign which is designed or intended to be displayed for a short period of time and is not permanently installed. This includes items such as banners, beacons, sandwich signs, balloons, or other air or gas filled figures.

**WALL SIGN.** A permanent sign attached to or erected against the wall of a building or structure with the exposed face to the sign in a plane approximately parallel to the face of the wall and extending not more than 15 inches from the building wall face.

### **§ 1010.003 ADMINISTRATION AND ENFORCEMENT.**

(1) *Permit required.* No temporary or permanent sign shall be erected, altered, reconstructed, or moved in the city without first securing a permit from the city, unless this chapter specifically states otherwise. The permit holder shall be responsible for all of the requirements of this chapter, including the liability for expense of removal and maintenance incurred by the city.

(2) Sign permit fees shall be as specified in the city fee schedule. Double permit fees shall be assessed if the permit is pulled after the sign is placed.

(3) *Repairs.*

(a) All signs shall be maintained in good condition and the areas around them kept free from debris, bushes, high weeds, and from anything else that would be an eyesore or nuisance. All signs must be maintained to prevent the sign from becoming unkempt in appearance. When any ground sign is removed, the entire surrounding area shall be cleared of all debris and unsightly projections and protrusions.



(b) Any sign located in the city that may now be or hereafter becomes out of order, rotten, or unsafe and every sign that shall hereafter be erected, altered, resurfaced, reconstructed, or moved contrary to the provisions of this sign chapter, shall be removed or otherwise properly secured in accordance with the terms of this sign chapter by the owners of the sign or by the owners of the property on which the sign is located, upon receipt of notice from the city to do so. No rotten or other unsafe sign shall be repaired or rebuilt except in accordance with the provisions of this sign chapter and upon proper permit issued by the issuing authority.

(4) *Removal.* In the event of the failure of the owner or person or entity having control of any sign or the owner of the property on which the sign is located to remove or repair the sign within 60 days after the use is terminated, a notice shall be given and the sign may be removed by the city at the expense of the owner or manager of the sign or the owner of the property upon which the sign stands.

(5) *Violations.* Any violation of this chapter shall constitute a misdemeanor. Each day of the violation shall constitute a separate offense.

#### **§ 1010.004 NON-CONFORMING SIGNS**

(1) Nonconforming signs. The city recognizes that signs exist within the zoning districts that were lawful before this sign chapter was enacted, which would be prohibited, regulated or restricted under the terms of this chapter or future amendments. It is the intention of this sign chapter that nonconforming signs shall be allowed to continue to exist, but they shall not be enlarged upon, expanded or extended, nor be used as the grounds for adding other signs or uses prohibited elsewhere in the same district. It is further the intent of this sign chapter to permit legal nonconforming signs existing on the effective date of this sign chapter, or amendments thereto, to continue as legal nonconforming signs provided the signs are safe, are maintained so as not to be unsightly, and have not been abandoned or removed subject to the following provisions:

(a) No sign shall be enlarged or altered in a way that increases its nonconformity;

(b) Should the sign or sign structure be destroyed by any means to an extent greater than 50 percent of its replacement cost and no building permit has been applied for within 180 days of when the property was damaged, it shall not be reconstructed except in conformity with the provisions of this chapter;

(c) Should the sign or sign structure be moved for any reason for any distance whatsoever, it shall thereafter conform to the regulations for the zoning district in which it is located after it is moved;

(d) No existing sign devoted to a use not permitted by the zoning code in the zoning district in which it is located shall be enlarged, extended, or moved except in changing the sign to a sign permitted in the zoning district in which is it located; and

(e) When a structure loses its nonconforming status, all signs devoted to the structure shall be removed and all signs painted directly on the structure shall be repainted in a neutral color or a color that will harmonize with the structure.

#### **§ 1010.005 PROHIBITED SIGNS.**

The following types of signs are prohibited in all districts:

(1) Off-premise signs as defined in this chapter, except as otherwise permitted in City Code Section 1010.006 or 1010.007.

(2) Signs within public right-of-way, affixed to public structures or public utility poles or boxes or other public equipment, or on other public property except signs erected or placed by a government entity with proper authority or control. A special exception may be granted by the City Council if road improvements or other public projects include the elimination of an access to a private property. In these cases, a sign giving directions to the new access may be allowed in the right-of-way.

(3) Signs painted on, attached to, or affixed to any trees, rocks, or other similar organic or inorganic natural matter.

(4) Any sign, signal, marking, or device that purports to be or is an imitation of or resembles any official traffic control device or railroad sign or signal, or emergency vehicle signal, or that attempts to direct the movement of traffic or that hides from view or interferes with the effectiveness of any official traffic-control device or railroad sign or signal. Further, no sign shall be installed, which by reason of position, shape, or color would conflict with proper function or interpretation of any traffic sign or signal.

(5) Signs with revolving beacons, flashing signs, or similar lighted devices.

(6) Signs that obstruct any door, fire escape, stairway, or other access of any building or structure.

(7) Portable signs, except as otherwise permitted in City Code Section 1010.007.

(8) Projecting signs that extend over public property, except with an encroachment agreement, which the city may agree to at the city's discretion.

(9) Roof signs, including signs mounted on a roof surface or projecting above the roof line of a structure if either attached to the structure or cantilevered over the structure.

(10) Abandoned signs or signs, other than temporary off-premise signs, that advertise an activity, business, product, or service no longer available on the premises on which the sign is located.

(11) Pennants or stringers.

(12) Any sign displaying obscene, indecent, immoral, or offensive content.

(13) Any signs not specifically allowed by this chapter.

## **§ 1010.006 GENERAL REGULATIONS APPLICABLE TO ALL ZONING DISTRICTS**

(1) Signs erected or placed by a government entity with proper authority or control within a public right-of-way, affixed to public structures or public utility poles or boxes or other public equipment, or on other public property are allowed in all zoning districts without a permit and are not subject to the limits or restrictions stated in this sign chapter.

(2) All permanent signs shall be constructed in conformance with the provisions of the Minnesota State Building Code, as amended, and City Code Chapter 1003.

(3) Signs in windows in the interior of buildings are exempt from this chapter, except that no more than 75 percent of any window may be covered by signage and no dynamic display signs shall be allowed to be displayed in windows. No signs may be attached to the exterior of windows.

(4) “No hunting” and “No trespassing” signs are allowed as regulated by Minnesota Statutes § 97B.001, as it may be amended from time to time. No permit is required.

(5) Illuminated signs are allowed in all zoning districts. The source of light for any illuminated sign must be controlled so as not to shine directly upon or light adjacent property or public right-of-way. Signs that are not internally illuminated shall have light fixtures and sources screened from view.

(6) Dynamic display signs. No more than 32 square feet of the allowable sign area provided for in City Code Section 1010.008 shall be used for dynamic display signs, except that in Rural and Residential zoning districts dynamic display signs shall only be allowed for non-residential uses. The minimum display period for any message shall be eight (8) seconds. No dynamic display signs may be placed in windows.

(7) Signs, including individual letters and symbols, must be detachable from the building and attached to the exterior building surface by adhesive or mechanical fasteners. Signs shall not be painted directly on any exterior building surface.

(8) *Signs in election years.* In state general election years, the provisions of Minnesota Statutes § 211B.045, as amended, shall apply. Notwithstanding other provisions of this chapter regulating the allowed size or number of signs, in city election years, all temporary noncommercial signs of any size may be posted in any number without a permit from 30 days before the city election until ten (10) days following the city election. Other requirements of this chapter, including those regarding the location of signs, shall continue to apply.

(9) Directional signs up to four (4) square feet are allowed up to six (6) feet above grade without a permit.

(10) The exposed uprights, superstructure, or back side of all signs must be a neutral color such as light blues, grays, greens, or browns, unless the part of the sign is integral to the overall design of the sign.

(11) *Multi-occupancy business and industrial buildings.* When a single principle building is devoted to three (3) or more businesses or industrial tenants, a comprehensive sign plan for the entire structure shall be submitted and shall be of sufficient scope and detail to permit a determination as to whether or not the plan is consistent with the following regulations. The plan shall be subject to the approval of the City Council. No permit shall be issued for an individual tenant except upon a determination that it is consistent with the approved comprehensive sign plan.

(a) The maximum individual tenant sign sizes shall not exceed the maximum provisions for single occupancy structures in the same zoning district.

(b) Multiple occupancy structures may display a unified ground sign consistent with the applicable district provisions. At least 25 percent of the ground sign must identify the entire site to assist with navigation to the site. Individual tenants shall not display ground signs.

(c) Except as provided in this chapter, individual tenants of multiple occupancy structures shall not display separate wall signs unless the tenant's business has an exclusive exterior entrance. The number of signs shall be limited to one (1) per building façade that the tenant occupies, and each sign shall be limited to the maximum wall sign size permitted per building façade for single occupancy structures in the same zoning district.

(d) In any multiple occupancy structure qualifying as a mall type shopping center, one (1) sign not exceeding 50 square feet shall be permitted for each common public entrance and shall be located within 50 feet of the common public entrance being served.

(12) Street addresses required to comply with address ordinances or building codes do not require a sign permit.

(13) Flags

(a) Non-commercial flags are not regulated by this sign chapter.

(b) One (1) commercial flag is allowed per property without a permit. Additional commercial flags shall be regulated as permanent signage, subject to the permitting requirements and sign area limits set by this chapter.

## **§ 1010.007 TEMPORARY SIGNS**

(1) *Temporary Signs for Residential Uses.* Except as set forth in this chapter, all residential uses in Rural and Residential zoning districts shall be allowed one (1) temporary on-premise or noncommercial sign up to six (6) square feet placed at least ten (10) feet from the lot line. This sign shall be in the form of a ground sign. Such sign may be placed without a permit and there is no time limit for the display of such sign. Only one (1) ground sign, whether temporary or permanent, is permitted per residential use.

(2) *Temporary Signs for Non-Residential Uses.* All uses other than those addressed in Section 1010.007(1) shall be allowed temporary on-premise or noncommercial signs in accordance with the following regulations:

a. Except as specifically authorized by this sign chapter, one (1) temporary sign is allowed per property. The maximum number of temporary signs for properties with multi-occupancy buildings shall be one (1) per tenant, with no more than three (3) per property displayed at one time.

b. Except as specifically authorized by this chapter, temporary signs may not be displayed for more than a cumulative total of 90 days per calendar year per property. Properties with multi-occupancy buildings shall be allowed to display temporary signs for 90 days per calendar year per tenant.

c. Except as specifically authorized by this chapter, temporary signs may not be displayed without a permit and a single permit shall not exceed 30 consecutive days. Each permit must indicate the number of days and the dates the sign is to be displayed. Permits shall be signed by the property owner and/or property manager and are not transferrable if the property comes under new ownership, occupancy, or management. A fee and deposit at a level established by ordinance adopted by the City Council is required. The deposit shall be forfeited if the sign remains displayed past the date of removal indicated on the permit. The city has the right to remove the temporary sign at the end of the permit period and collect the cost of removal from the permit holder and/or property owner.

d. When a property is under construction or for sale, one (1) temporary sign is allowed to be displayed on each of the property's street frontages without a permit, subject to the following restrictions:

- i. Each such sign must be set back at least ten (10) feet from the lot line.
  - ii. For properties that are under ten (10) acres, the maximum size of each such sign shall be 32 square feet. For properties that are ten (10) acres or more, the maximum size of each such sign shall be 100 square feet.
  - iii. If construction or sale is of a single structure or parcel, any signs displayed under this provision must be removed within 30 days after the issuance of a certificate of occupancy for or sale of the structure or parcel. If it is of more than one (1) structure or parcel, any sign displayed under this provision must be removed 30 days after a certificate of occupancy is issued for the last building or when all of the units or parcels are sold.
- e. No temporary sign shall have lighting or illumination of any sort.
- f. All temporary signs shall be subject to the requirements in Table 1:

| <i>Table 1. Temporary Sign Requirements</i> |                               |                                  |                        |  |
|---|-------------------------------|----------------------------------|------------------------|--|
| <u><i>Sign Type</i></u>                     | <u><i>Permit Required</i></u> | <u><i>Size (square feet)</i></u> | <u><i>Location</i></u> | <u><i>Special Provisions</i></u>   |
| <b>Ground Signs</b>                         | Required                      | See Table 2                      | See Table 2            | Temporary ground signs shall be allowed consistent with the size, number, and location limits set forth in Table 2 based on the zoning district and in lieu of permanent ground signs allowed thereunder. The total number and size of temporary and/or permanent ground signs shall not exceed the limits set in Table 2. The |

*Table 1. Temporary Sign Requirements*

| <u><i>Sign Type</i></u> | <u><i>Permit Required</i></u> | <u><i>Size (square feet)</i></u>       | <u><i>Location</i></u>  | <u><i>Special Provisions</i></u>  |
|-------------------------|-------------------------------|--|---|---|
|                         |                               |  |   | maximum height of a temporary ground sign shall not exceed ten (10) feet in height as measured from the ground. |
| <b>Banner</b>           | Required                      | 32 square feet maximum sign area.      | All four (4) corners must be attached to the principal building on the site.              | N/A   |
| <b>Portable Signs</b>   | Required                      | 32 square feet maximum sign area.      | Must be set back a minimum of five (5) feet from lot line.                                | N/A   |
| <b>Sandwich Boards</b>  | Required                      | Six (6) square feet maximum sign area. | 1. Must be in front of space occupied by the permit holder.                               | 1. Sign permit is valid as long as the permit holder is in operation at the location.                           |
|                         |                               |  | 2. No further than ten (10) feet from door of the building occupied by the permit holder. | 2. Can only be displayed during business hours; must be brought inside when business closes each day.           |

| <i>Table 1. Temporary Sign Requirements</i> |                               |                                      |   |  |
|---|-------------------------------|--------------------------------------|---|--|
| <u><i>Sign Type</i></u>                     | <u><i>Permit Required</i></u> | <u><i>Size (square feet)</i></u>     | <u><i>Location</i></u>  | <u><i>Special Provisions</i></u>   |
|   |                               |                                      | 3. Must maintain four (4) feet clear area for pedestrian passage, including distance from tables, opening doors, planters, and the like.<br><br>4. Must not be in parking area. | 3. Sandwich board signs must be of solid construction, of material resistant to weather, resistant to being knocked over by wind. Signs must be always be maintained in good condition and avoid a shabby, unkempt appearance. |
| <b>Balloons or Inflatable Signs</b>         | Not required                  | 24 inches diameter maximum sign area | N/A   | N/A  |

(3) Temporary Off-Premise Signs are allowed, without a permit, on any property as follows:

(a) The sign must be set back at least five (5) feet from a lot line;

(b) Only one (1) temporary off-premise sign shall be allowed per property and may be displayed only if the property is not displaying any other temporary sign allowed under this Section 1010.007;

(c) Placement of the sign shall require permission from the underlying property owner;

(d) The sign shall only be displayed between 6:00 a.m. on a Friday and 6:00 a.m. the following Monday; and

(e) The sign area shall be no larger than three (3) square feet in area and no higher than four (4) feet above the ground to which it is attached.

(4) In PUD, Planned Unit Development Districts, temporary signs are regulated according to the standards for the corresponding land use and zoning category as stated in this section, except that a sign plan with differing requirements may be approved by the city.

**§ 1010.008 ZONING DISTRICT REGULATIONS.**

(1) Permanent signs in each zoning district must comply with the requirements of Table 2 of this section:



**Table 2 Permanent Sign Requirements.** All permanent signs shall be subject to the following requirements:

**(a) Rural and Residential Zoning Districts**

| <b>Sign Type</b>                         | <b>R Rural, R-X Rural Executive, R-1, R-1X, R-2, R-3, R-4, R-5 and R-6 Residential Districts Requirements,</b>   |
|--|--|
| <b>Identification or Nameplate Signs</b> | One (1) per residence to assist with navigation.   |
|  | Maximum sign area of two (2) square feet.  |
|  | No sign permit is required.  |
| <b>Signs at Neighborhood Entrances</b>   | One (1) ground sign may be placed at entrances to a neighborhood by a homeowners' association, developer, or other person or entity with ownership or control over the property; the number of the signs per neighborhood shall be determined by the city, with consideration for the number of entrances to the neighborhood. |
|  | Maximum sign area of 24 square feet.   |
|  | Maximum height of six (6) feet.  |
| <b>Ground Signs</b>                      | Each property with a residence may have one (1) ground sign, temporary or permanent, without a permit. The maximum size is six (6) square feet. This sign may be an on-premise sign or a sign containing only non-commercial speech. There is no time limit for such a sign.   |
|  | In addition, non-residential uses and licensed residential care facilities that are allowed by the Zoning Ordinance, and manufactured home parks in R-6 zones, may have one (1) ground sign with a maximum sign area of 50 square feet. The maximum height of the sign shall be eight (8) feet.                                |
| <b>Building Wall Signs</b>               | Non-residential uses and licensed residential care facilities that are allowed by the Zoning Ordinance, and manufactured home parks in R-6 zones, may have one (1) wall sign on one (1) building, maximum 80 square feet.  |
| <b>Property Setback</b>                  | No sign shall be closer than ten (10) feet to any lot line.  |

**(b) NB, Neighborhood Business Zoning District**

| <b>Sign Type</b>           | <b>Single and Double Occupancy Building Requirements</b>   | <b>Multi-Occupancy Building Requirements</b>  |
|----------------------------|--|---|
| <b>Ground Signs</b>        | One (1) ground sign of any type  | If a single building has three (3) or more businesses, it must comply with § 1010.006(11) and shall be limited to one (1) ground sign   |
|                            | Maximum sign area of 50 square feet.   | Maximum sign area of 100 square feet.   |
|                            | Maximum sign height of 30 feet.  |   |
|                            | No closer than 50 feet to another ground sign.   |   |
| <b>Building Wall Signs</b> | Total wall sign area shall not exceed:<br>100 square feet or 10% of the building façade area, whichever is greater.  |   |
|                            | Wall signs are permitted on any façade that is not directly adjacent to a residential zone. For the purposes of this section a road shall constitute a separation of zones.      | Sign for individual business only if business has separate entrance. Maximum sign size applies to that tenant’s wall area and signs are permitted only on a facade that is not directly adjacent to a residential zone. For purposes of this section a road shall constitute a separation of zones. |
|                            | No illuminated sign may face land zoned residential or guided residential by comprehensive plan. For the purposes of this section a road shall constitute a separation of zones. |   |
|                            | No wall sign higher than parapet wall.   |   |
| <b>Property setback</b>    | No sign may be closer than five (5) feet to any lot line.  |   |

| <b>(c) LB, Limited Business Zoning District</b> |  |   |  |
|---|--|---|--|
| <b>Sign Type</b>                                | <b>Single and Double Occupancy Building Requirements</b>   | <b>Multi-Occupancy Building Requirements</b>  | <b>Motor Fuel Station Requirements</b>   |
| <b>Ground Signs</b>                             | One (1) ground sign of any type  | If single building has three (3) or more businesses, it must comply with § 1010.006(11) and shall be limited to one (1) ground sign of any type   | One (1) ground sign per frontage, which could be a pylon sign, meeting the following requirements: |
|   | Maximum sign area of 50 square feet.   | Maximum sign area of 100 square feet.   | Maximum sign area of 80 square feet.   |
|   | Maximum sign height of 30 feet.  |   | Maximum sign height of 45 feet height.   |
|   | Shall not be located closer than 50 feet to another ground sign.   |   |  |
| <b>Building Wall Signs</b>                      | Total wall sign area shall not exceed:<br>100 square feet or 10% of the building façade area, whichever is greater.  |   |  |
|   | Wall signs are permitted on any façade that is not directly adjacent to a residential zone. For the purposes of this section a road shall constitute a separation of zones.          | Sign for individual business only if business has separate entrance. Maximum sign size applies to that tenant's wall area and signs are permitted only on a facade that is not directly adjacent to a residential zone. For purposes of this section a road shall constitute a separation of zones. | Canopy signs must comply with conditional use permit requirements in Zoning Ordinance.             |
|   | No illuminated sign may face land zoned residential or guided residential by the comprehensive plan. For the purposes of this section a road shall constitute a separation of zones. |   |  |
|   | No wall sign higher than parapet wall.   |   |  |
| <b>Property setback</b>                         | No sign may be closer than five (5) feet to any property line.   |   |  |

| <b>(d) GB, General Business and PSP, Public Semi-Public Zoning Districts</b>   |   |   |  |
|--|---|---|--|
| <b>Sign Type</b>   | <b>Single and Double Occupancy Building Requirements</b>  | <b>Multi-Occupancy Building Requirements</b>  | <b>Motor Fuel Station Requirements</b>   |
| <b>Ground Signs</b>  | One (1) ground sign of any type per parcel  | If single building has three (3) or more businesses, it must comply with § 1010.006(11)   | One (1) ground sign per frontage, which could be a pylon sign, meeting the following requirements:<br>Maximum sign area of 80 square feet.   |
|  | Ground signs may total two (2) square feet per frontage foot up to a maximum sign area of 200 square feet.  |   | Maximum sign height of 45 feet.  |
|  | Maximum sign height of 40 feet.   |   | If between Town Center Parkway and Apollo Drive near the interchange of Interstate 35W and Lake Drive or between 21st Avenue North and Otter Lake Road near the interchange of Interstate 35E and Main Street, one (1) additional sign is allowed consistent with the following standards:<br>1. For a pylon sign:<br>a. Maximum sign area of 100 square feet.<br>b. Maximum sign height of 65 feet.<br>2. For a ground sign:<br>a. Maximum sign area of 32 square feet.. Maximum sign area of 32 square feet.<br>b. Maximum sign height of 30 feet. |
|  | Shall not be located closer than 50 feet to another ground sign.  |   |  |
| <b>Building Wall Signs</b>   | Total wall sign area shall not exceed:<br>100 square feet or 10% of the building façade area, whichever is greater  |   |  |
|  | Wall signs are permitted on any façade that is not directly adjacent to a residential zone. For the purposes of this section a road shall constitute a separation of zones. | Sign for individual business only if business has separate entrance. Maximum sign size applies to that tenant's wall area and signs are permitted only on a facade that is not directly adjacent to a residential zone. For purposes of this section a road shall constitute a separation of zones. | Wall signs are permitted on any façade that is not directly adjacent to a residential zone. For the purposes of this section a road shall constitute a separation of zones.  |
|  |   |   | Canopy signs must comply with conditional use permit requirements in Zoning Ordinance.   |
| No illuminated sign may face land zoned residential or guided residential by the comprehensive plan. For the purposes of this section a road shall constitute a separation of zones. |   |   |  |

| <b>(d) GB, General Business and PSP, Public Semi-Public Zoning Districts</b> |   |  |  |
|--|---|--|--|
| <b>Sign Type</b>   | <b>Single and Double Occupancy Building Requirements</b>  | <b>Multi-Occupancy Building Requirements</b> | <b>Motor Fuel Station Requirements</b> |
|  | No wall sign higher than parapet wall.                    |  |  |
| <b>Property setback</b>  | No sign may be closer than five (5) feet to any lot line. |  |  |

| <b>(e) LI, Light Industrial, GI, General Industrial, and BC, Business Campus Zoning Districts</b> |  |   |
|---|--|---|
| <b>Sign Type</b>  | <b>Single and Double Occupancy Buildings</b>   | <b>Multi-Occupancy Building Requirements</b>  |
| Ground Signs  | Individual sign allowed only if business is not part of integrated retail complex.   | If single building has three (3) or more businesses, it must comply with § 1010.006(11)   |
|   | Ground signs of any type totaling two (2) square feet per frontage foot up to a maximum sign area of 200 square feet.  |   |
|   | Maximum sign height of 40 feet.  |   |
|   | Shall not be closer than 50 feet to another ground sign.   |   |
| Building Wall Sign  | Total wall sign area shall not exceed:<br>100 square feet or 10% of the building façade area, whichever is greater   |   |
|   | Wall signs are permitted on any façade that is not directly adjacent to a residential zone. For the purposes of this section a road shall constitute a separation of zones.          | Sign for individual business only if business has separate entrance. Maximum sign size applies to that tenant's wall area and signs are permitted only on a facade that is not directly adjacent to a residential zone. For purposes of this section a road shall constitute a separation of zones. |
|   | No illuminated sign may face land zoned residential or guided residential by the comprehensive plan. For the purposes of this section a road shall constitute a separation of zones. |   |
|   | No wall sign higher than parapet wall.   |   |
| Property Setback  | No sign may be closer than five (5) feet to any lot line.  |   |

(2) In PUD, Planned Unit Development Districts, permanent signs are regulated according to the standards for the corresponding land use and zoning category as stated in this

section, except that a sign plan with differing requirements may be approved by the city.

#### **§ 1010.009 SUBSTITUTION CLAUSE**

The owner of any sign that is otherwise allowed by this sign chapter may substitute noncommercial speech in lieu of any other commercial or noncommercial speech. This substitution of sign content may be made without any additional approval or permitting. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech or favoring of any particular noncommercial message over any other noncommercial message. This provision prevails over any more specific provision to the contrary.

#### **§ 1010.010 SEVERABILITY**

If any section, division, sentence, clause, or phrase of this sign chapter is, for any reason, held to be invalid, the decision shall not affect the validity of the remaining portions of this sign chapter. The City Council hereby declares that it would adopt the sign chapter in each section, division, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

**CITY OF LINO LAKES  
RESOLUTION NO. 23-21**

**RESOLUTION APPROVING SUMMARY OF  
ORDINANCE NO. 01-23 FOR PUBLICATION**

**WHEREAS**, the City Council has approved the first and second readings of Ordinance No. 01-23 amending City Code Chapter 1010: Signs; and

**WHEREAS**, Ordinance No. 01-23 is lengthy and Minn. Statute 412.191 provides for a city to publish a summary of an ordinance; and

**WHEREAS**, the City Council determines 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 RESOLVED** by The City Council of The City of Lino Lakes hereby approves the summary of Ordinance No. 01-23, attached as Exhibit A, for publication according to State Law and City Charter.

Adopted by the Council of the City of Lino Lakes this 27<sup>th</sup> day of March, 2023.

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:

\_\_\_\_\_  
Hannah Lynch, City Clerk



**EXHIBIT A**

**CITY OF LINO LAKES**

**SUMMARY OF ORDINANCE NO. 01-23  
AMENDING CITY CODE CHAPTER 1010: SIGNS**

The City Council of Lino Lakes ordains:

**Section 1.** The Lino Lakes City Code Chapter 1010: Signs is hereby repealed in its entirety and replaced as follows:

Section

|          |  |
|----------|--|
| 1010.001 | Purpose, intent and findings                           |
| 1010.002 | Definitions  |
| 1010.003 | Administration and enforcement                         |
| 1010.004 | Non-conforming Signs                                   |
| 1010.005 | Prohibited Signs                                       |
| 1010.006 | General regulations applicable to all zoning districts |
| 1010.007 | Temporary Signs  |
| 1010.008 | Zoning district regulations                            |
| 1010.009 | Substitution Clause                                    |
| 1010.010 | Severability   |

**Section 2. Effective Date.** This Ordinance shall be effective from and after its passage and publication according to the Lino Lakes City Charter.

Passed by the Lino Lakes City Council on March 27, 2023.

This is a summary of the adopted ordinance. A full printed copy of the ordinance is available at City Hall or on the City's website at <https://linolakes.us/163/City-Code-Zoning-Ordinances>.

**CITY COUNCIL  
AGENDA ITEM 6B**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: March 27, 2023

TOPIC: Centennial Middle School Tennis Court Relocation and Parking Lot Addition

- i. Consider Resolution No. 23-25 Approving Conditional Use Permit for Schools
- ii. Consider Resolution No. 23-26 Approving Site Improvement Performance Agreement
- iii. Consider Resolution No. 23-27 Approving Maintenance Agreement for Stormwater Management Facilities

VOTE REQUIRED: 3/5

**INTRODUCTION**

Staff is requesting City Council consideration for the above noted resolutions.

Review Deadline:

|                                      |                   |
|--------------------------------------|-------------------|
| Complete Application Date:           | February 13, 2023 |
| 60-Day Review Deadline:              | April 14, 2023    |
| 120-Day Review Deadline:             | June 13, 2023     |
| Environmental Board Meeting:         | February 22, 2023 |
| Park Board Meeting:                  | N/A               |
| Planning & Zoning Board Meeting:     | March 8, 2023     |
| Tentative City Council Work Session: | March 27, 2023    |
| Tentative City Council Meeting:      | March 27, 2023    |

**BACKGROUND**

Centennial Middle School is located at 399 Elm Street. The applicant is proposing to relocate the tennis court and a parking lot. The property is zoned PSP, Public and Semi-Public and allows for schools (public and private) with a conditional use permit. Any change involving a structural alteration requires an amendment to the conditional use permit.

The Land Use Application is for the following:

- Conditional Use Permit Amendment
- Site and Building Plan Review

This staff report is based on the followings plan sets:

- Boundary Survey prepared by Sunde Land Surveying dated February 9, 2023
- Civil Plan Set prepared by Larson Engineering, Inc. dated March 14, 2023
- Parking Lot Cross Section of Parking Lot prepared by Larson Engineering, Inc. dated March 14, 2023
- Stormwater Calculations prepared by Larson Engineering, Inc. revised March 20, 2023
- Geotechnical Evaluation Report prepared by Braun Intertec dated December 22, 2022

This Council staff report provides edits to the March 8, 2022 Planning & Zoning staff report. Changes are either narratively described or shown as ~~striketrough~~ (deletions) or underline (additions).

**ANALYSIS**

**Background**

The Centennial Middle School was constructed in 1997. The project will include the construction of a new parking lot at the location of the existing tennis courts on the south side of the school. Eight (8) new tennis courts will be constructed in the existing parking lot located southeast of the school. The tennis courts will also be striped for pickleball. A stormwater management basin will be constructed on the west side of the new parking lot.

**Existing Site Conditions**

The existing site contains the Centennial Middle School, Blue Heron Elementary School and associated parking lot and athletic fields.

Per the Geotechnical Evaluation Report prepared by Braun Intertec, dated December 22, 2022, native soils in the area consist of very fine-to medium-grained sand. Groundwater was not observed at 11 foot boring depths.

**Zoning and Land Use**

The property is zoned PSP, Public and Semi-Public and allows for schools with a conditional use permit.

|                               |                             |
|-------------------------------|-----------------------------|
| <b>Current Zoning</b>         | PSP, Public and Semi-Public |
| <b>Current Land Use</b>       | Public School               |
| <b>Future Land Use per CP</b> | Civic/Institutional         |
| <b>Utility Staging Area</b>   | 1A=2018-2025                |

**Surrounding Zoning and Land Use**

| <b>Direction</b> | <b>Zoning</b>                  | <b>Current Land Use</b>   | <b>Future Land Use</b>    |
|------------------|--------------------------------|---------------------------|---------------------------|
| North            | LI, Light Industrial           | Industrial                | Industrial                |
| East             | LI, Light Industrial           | Industrial and School     | Industrial and School     |
| South            | R-1, Single Family Residential | Single Family Residential | Single Family Residential |
| West             | R-1, Single Family Residential | School                    | Low Density Residential   |

**Site and Building Plan Review**

*Site Plan*

Per the applicant’s narrative dated February 13, 2023:

This project will consist of work in two areas at the middle school site. The first area, is the existing tennis courts, located on the south side of the school, that are currently in poor condition and due for replacement. The existing 8 tennis courts will be demoed and the area will be converted to a parking lot. The parking lot addition, will consist of 134 parking stalls, surrounding landscaping, and a stormwater infiltration basin located on the west side of the parking lot. The proposed parking lot will provide better use of parking area on the site and closer access to the athletic fields.

The second area, is a portion of the existing parking lot (129 parking stalls), located on the east side of the school. This parking lot doesn’t get used much due to the location from the school and athletic fields. The existing parking lot will be demoed and the area will be converted to tennis courts. The new tennis courts will be 2 sets of 4 courts with a 13’ wide walkway between them.

Existing tennis court count = 8

Proposed tennis court count = 8

Existing parking stalls (parking lot being removed) = 129

Proposed parking stalls (parking lot addition) = 134

Overall, the proposed tennis courts and parking lot meets performance standard requirements with minor revisions required.

*Lot Size & Setbacks*

|   | <b>PSP Requirements</b> | <b>New Tennis Court<sup>a</sup></b> | <b>New Parking Lot</b> |
|---|-------------------------|-------------------------------------|------------------------|
| <b>Min. Lot Size</b>                                      | 1 acre                  | 80 acres                            | 80 acres               |
| <b>Min. Lot Width</b>                                     |                         |                                     |                        |
| -Interior Lot   | 100 ft                  | 500+ ft                             | 500+ ft                |
| -Corner Lot   | NA                      | NA                                  | NA                     |
| <b>Setbacks</b>   |                         |                                     |                        |
| <b><i>-From Street Right-of-Way</i></b>                   |                         |                                     |                        |
| --Local <sup>b</sup> (Elm St) or Minor Collector Street   | 50 ft                   | 340 ft                              | NA                     |
| --Major Collector or Arterial Street                      | 50 ft                   | NA                                  | NA                     |
| --Parking Lot   | 15 ft                   | NA                                  | 250 ft                 |
| <b><i>-Rear Lot Line of Adjacent Residential Lots</i></b> |                         |                                     |                        |
| --Principal   | 30 ft                   | NA                                  | NA                     |
| --Accessory (tennis court)                                | 10 ft                   | NA                                  | NA                     |
| --Parking Lot   | 10 ft                   | NA                                  | 47 ft                  |
| <b><i>-Side Lot Line (west)<sup>c</sup></i></b>           |                         |                                     |                        |
| --Principal   | 10 ft                   | NA                                  | NA                     |
| --Accessory (tennis court)                                | 20 ft                   | 2,225ft                             | NA                     |
| --Parking Lot   | 5 ft                    | NA                                  | 980 ft                 |
| <b><i>-Side Lot Line (east)<sup>c</sup></i></b>           |                         |                                     |                        |
| --Principal   | 10 ft                   | NA                                  | NA                     |
| --Accessory (tennis court)                                | 20 ft                   | 40 ft                               | NA                     |
| --Parking Lot   | 5 ft                    | NA                                  | 600+ ft                |

<sup>a</sup> For the purpose of measuring setbacks, the tennis court is considered to be an accessory use.

<sup>b</sup> 4th Avenue was vacated in 1997

<sup>c</sup> Conditional Use Permits for schools require the side yard setback to be doubled.

*Architectural Plans and Exterior Building Materials*

There are no principal buildings proposed with the project.

### *Outdoor Lighting*

City Code Section 1007.043(6) details requirements for Outdoor Lighting.

Four (4) light poles with downlit hoods are proposed for the new parking lot. They are 27ft in height which is less than the 30ft maximum allowed. The photometric plan shows 0.1 foot candle compliance at the adjacent residential rear lot lines. This is less than the allowed 0.4 foot candle. Lighting performance standards are met.

One (1) new light pole and three (3) existing light poles are proposed for the new tennis courts. They are 27ft in height which is less than the 30 ft maximum allowed. The photometric plan shows 0.4 foot candle compliance at the east lot line. This is equal to the allowed 0.4 foot candle. Lighting performance standards are met.

### *Off-Street Parking Requirements*

The existing parking lot has 129 stalls. The new parking lot has 134 stalls. Existing trail will be reconstructed near the new parking lot. Off-street parking requirements are met.

### *Grading Plan and Stormwater Management*

Per the City Engineer's Memo dated ~~March 1~~ March 22, 2023:

Stormwater from the existing tennis court area drains to the east and west of edges of the existing tennis courts. Stormwater from the existing parking lot area drains to storm sewer located in the northeast and southeast corners of the parking lot. The stormwater from both areas ultimately drains through the 399 Elm Street site through private storm sewer to the public pond.

The project is proposed to rehabilitate approximately 1.89 acres of impervious surface and add new or reconstruct approximately 0.57 acres on the impervious area, according to the Stormwater Management Report. The surface water from proposed improvements will still ultimately flow to the existing pond, but the applicant is proposing to treat stormwater at the proposed parking lot site through an infiltration basin. The proposed tennis courts include a draitile system that outlets to existing private storm sewer.

A geotechnical evaluation report prepared by Braun Intertec was submitted with the application. The report included soil borings which indicated that the native soils in the area consist of very-fine to medium-grained sand and is locally silt-rich. Groundwater was not observed in the borings.

The applicant used a HydroCAD model based on the Atlas 14, 24-hour storms to design the storm sewer and infiltration basin. The proposed improvements are designed to reduce site runoff rates for the 2-, 10-, and 100-year rainfall events. Runoff rates for the 10-day snow melt event were not provided at this time and are not required as basin outlets are below the 100-year HWL.

| <b>Pre- and Post- Development Discharge Rates (cfs)</b> |               |                |                 |                        |
|---|---------------|----------------|-----------------|------------------------|
| <b>Condition</b>  | <b>2-Year</b> | <b>10-Year</b> | <b>100-Year</b> | <b>10-Day Snowmelt</b> |
| Existing  | 9.49          | 15.82          | 32.09           | Not provided           |
| Proposed  | 8.00          | 12.87          | 28.64           | Not provided           |

Additional engineering comments and revisions are provided in their memo.

*Public Utilities*

The tennis court and parking lot do not require municipal water or sanitary sewer utilities.

*Tree Preservation and Mitigation Standards*

The Environmental Coordinator’s Memo dated March 1, 2023 addresses tree preservation and landscaping.

All tree removals planned for this project are within the basic use area. A survey, tree preservation plan, and mitigation plan will not be required for this project.

*Open Areas Landscape Standards*

The open space for this project is the approximately 4,000 sq.ft. in and around the stormwater infiltration basin west of the proposed parking lot. This would require 2 large trees and 4 large shrubs. There are shrubs and trees provided along the fence to the south of the parking lot that exceed the requirements for screen planting. The additional plants along the fence will satisfy the open space planting requirements.

Open space planting requirements have been met.

*Buffer and Screen Standards*

A 6 foot fence with trees and shrubs is proposed to provide continuous, year-round screening between the parking lot and the residential lots to the south.

Buffer and screen standards have been met.

*Canopy Cover*

Canopy cover standards call for a minimum of 40% canopy coverage. Canopy coverage values are calculated per tree based on the anticipated size, 15 years after planting, and the distance to hardscape edge from the planting location.

Vehicular hardscape planned: 42,662 sq. ft.  
 Canopy cover requirement: 17,064 sq. ft.

Canopy cover provided: 17,125 sq. ft.

Canopy cover requirements have been met.

### *Foundation Landscaping*

The foundation landscape requirements are not applicable for this project.

### *Sod and Ground Cover Standards*

The site will be seeded with Mn DOT 25-131, a low maintenance fescue mix, and Mn DOT 33-261, a native plant mix for use in stormwater ponds. The seed mix types are appropriate for the site.

Note that the city native plant establishment requirements will be in effect for the areas receiving native seed.

The sod and ground cover standards have been met.

### **Signage**

No new signage is proposed.

### **Impervious Surface Coverage**

The PSP, Public and Semi-Public zoning district allows for 65% impervious surface coverage. The proposed impervious surface is 2.7 acres of the 80 acre site which is 3%. Impervious surface coverage is met.

### **Traffic Study**

A traffic study is not required. Elm Street is a local road and is capable of handling the additional traffic volume generated by the five (5) additional parking spaces.

### **Public Land Dedication**

Park land dedication or fees in lieu are not required. This is an existing lot of record and not being subdivided.

### **Environmental Review**

The project does not warrant an environmental assessment worksheet or environmental impact statement.

### **Wetlands**

There are no wetlands located on site.



## **Shoreland District**

The property is not located within the Shoreland District.

## **Floodplain**

There are no floodplains located on site.

## **Comprehensive Plan**

### *Resource Management System*

The Resource Management System Plan goal of preserving surface water quality is supported by the construction of stormwater management BMP's such as curb, gutter and infiltration basins.

### *Land Use Plan*

The Comprehensive Plan guides this property for civic use. The proposed tennis court and parking lot reconstruction are consistent with civic (school) land use.

### *Housing Plan*

The goals and policies of Housing Plan are not negatively impacted by the proposed project. A 6 feet high privacy fence with landscaping is provided between the parking lot and the adjacent rear residential lot lines.

### *Transportation Plan*

Goals of the Transportation Plan are to ensure that street and roads are as safe as possible. Elm Street is a local road and is capable of handling the additional traffic volume generated by the five (5) additional parking spaces.

### *Sanitary Sewer and Water Supply Plan*

The tennis court and parking lot do not require municipal water or sanitary sewer utilities.

## **Additional City and Government Agency Review Comments**

### *Anoka County Highway Department*

Elm Street is a local road. Anoka County Highway Department did not need to review.

### *Public Safety Comments*

The Fire and Police Divisions reviewed the plans and had no issues that needed to be addressed.

### *Environmental Coordinator*

The Environmental Coordinator reviewed the project and recommended approval with conditions. ~~Those conditions are summarized in the Environmental Memo dated March 1, 2023. Those conditions have been addressed.~~

### *Planning & Zoning Board*

The Planning & Zoning Board held a public hearing on March 8, 2023. There were public comments from two (2) residents (301 Elm Street and 321 Elm Street). They expressed the following concerns:

- Parking lot lights create light pollution
- Stormwater contaminating private wells
- Additional noise from snow plowing and garbage haulers

The Board recommended approval with a 5-0 vote with a condition the parking lot lights be turned off late at night.

After the meeting, staff asked for Public Safety input regarding the parking lot lights. Public Safety recommends the lights stay on at night. They could be dimmed but dark, unlit parking lots pose a safety concern. It should be noted the light poles are 27ft tall and downlit and meet all performance standards. The poles are 100+ ft from the residential rear lot lines and 230+ft from the houses. Trees with 30-40ft tall canopies also exist in between the lights and houses. See Attachment 2: Parking Lot Cross Section. There are also existing light poles along the driveway that are closer to the existing houses as well as the athletic field lights.

### **Agreements**

#### *Site Improvement Performance Agreement*

A Site Improvement Performance Agreement is required as detailed in Resolution No. 23-26.

#### *Stormwater Maintenance Agreement*

A Maintenance Agreement for Stormwater Management Facilities is required as detailed in Resolution No. 23-27.

### **Findings of Fact**

Council Resolution No. 23-25 details the findings of fact for the conditional use permit amendment.

### **RECOMMENDATION**

Staff recommends approval of the conditional use permit amendment, Site Improvement Performance Agreement and Maintenance Agreement for Stormwater Facilities for Centennial Middle School Tennis Court Relocation and Parking Lot Addition subject to the conditions

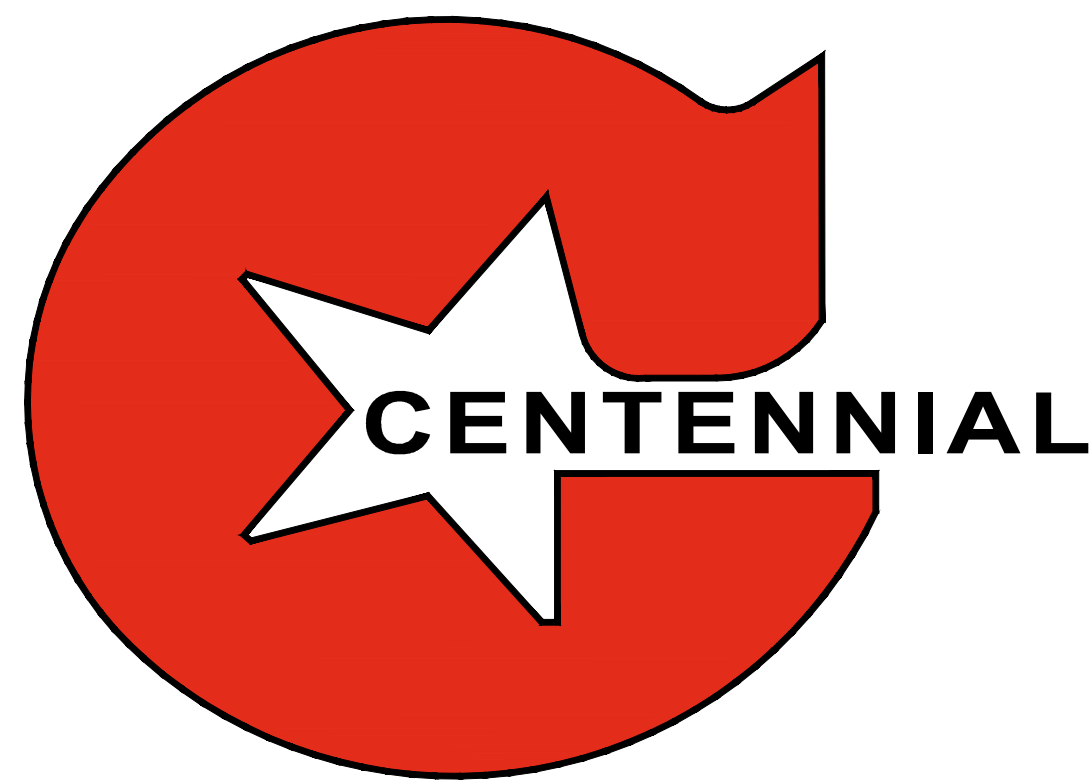
detailed in Resolution No. 23-25. Public Safety and staff recommend the parking lot lights stay on at night but may be dimmed.

**ATTACHMENTS**

1. Civil Plan Set prepared by Larson Engineering, Inc. dated March 14, 2023
2. Cross Section of Parking Lot prepared by Larson Engineering, Inc. dated March 14, 2023
3. City Engineer Memo dated March 22, 2023
4. Resolution No. 23-25
5. Resolution No. 23-26
6. Site Improvement Performance Agreement
7. Resolution No. 23-27
8. Maintenance Agreement for Stormwater Management Facilities

PROJECT:

# CENTENNIAL MIDDLE SCHOOL - I.S.D. #12 TENNIS COURT RELOCATION AND PARKING LOT ADDITION

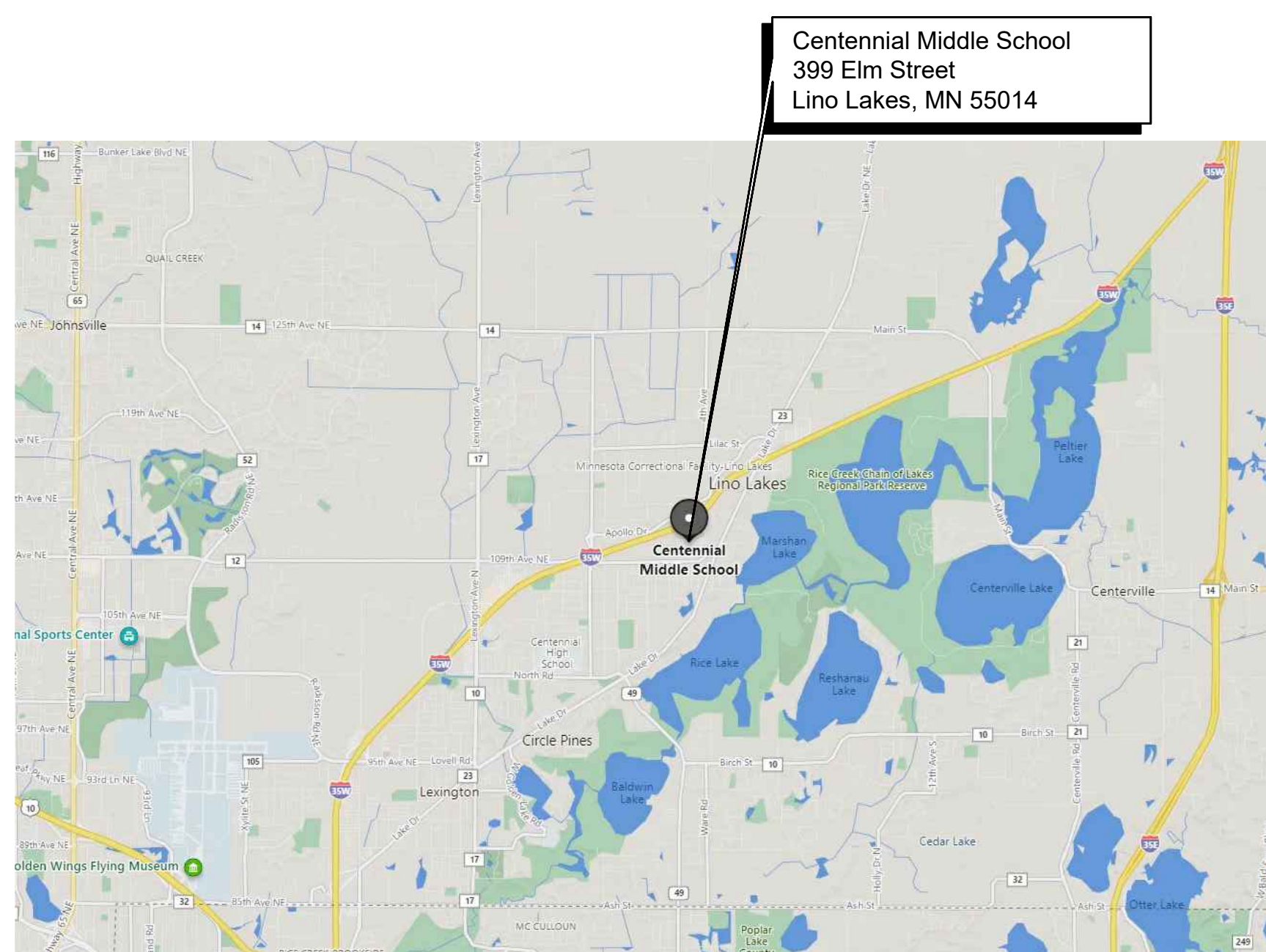


SCHOOL DISTRICT 12

CENTENNIAL PUBLIC SCHOOLS

4707 NORTH ROAD  
CIRCLE PINES, MN 55014

## VICINITY MAP



## INDEX OF DRAWINGS

|      |  |
|------|--|
| T    | Title Sheet  |
| C100 | Tennis Court Relocation - Demolition Plan                  |
| C101 | Parking Lot Addition - Demolition Plan                     |
| C200 | Tennis Court Relocation - Paving Plan                      |
| C201 | Parking Lot Addition - Paving Plan                         |
| C300 | Tennis Court Relocation - Grading and Erosion Control Plan |
| C301 | Parking Lot Addition - Grading and Erosion Control Plan    |
| C400 | Tennis Court Relocation - Utility Plan                     |
| C401 | Parking Lot Addition - Utility Plan                        |
| C500 | Details  |
| C501 | Details  |
| C502 | Details  |
| C503 | Details  |
| C600 | Tennis Court Relocation - Landscape Plan                   |
| C601 | Parking Lot Addition - Landscape Plan                      |
| E001 | Electrical Symbols Legend                                  |
| E101 | Existing Tennis Court Area / New Parking Lot - Electrical  |
| E102 | Existing East Parking Lot / New Tennis Courts - Electrical |
| E103 | New Parking Lot and Tennis Courts - Photometrics           |

## PROJECT CONTACTS

**Civil Engineer:**  
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Larson Engineering, Inc.  
3524 Labore Road  
White Bear Lake, MN 55110  
Tel: 651.481.9120

**Electrical Engineer:**  
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JB Electrical Design, P.C.  
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Tel: 763.486.0965

**Geotechnical Engineer:**  
Steven B. Martin, P.E.  
Braun Intertec Corporation  
1826 Buerkle Road  
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Tel: 651.487.7026

**Land Surveyor:**  
Arlee J. Carlson P.L.S.  
Sunde Land Surveying  
9001 East Bloomington Freeway  
Suite 118  
Bloomington, MN 55420  
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MILWAUKEE, WI  
MAPLE GROVE, MN

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www.larsonengr.com

CENTENNIAL MIDDLE SCHOOL ISD#12  
TENNIS COURT RELOCATION  
AND PARKING LOT ADDITION  
399 ELM STREET  
LINO LAKES, MN 55014

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
PRINTED NAME: JUSTIN NIELSEN, P.E.  
SIGNATURE: *[Signature]*  
DATE: 03/14/2023 REG. NO. 52687

| Date | Revision Description |
|------|----------------------|
|      |                      |
|      |                      |
|      |                      |
|      |                      |

### CONSTRUCTION DRAWINGS

|          |            |            |             |
|----------|------------|------------|-------------|
| DATE     | 03-14-2023 | PROJECT #  | 1222066.000 |
| DRAWN BY | KK/JM      | CHECKED BY | MH          |

DRAWING TITLE  
TITLE SHEET

DRAWING NUMBER

**T**

© Nexus Solutions, LLC



**SYMBOL LEGEND**

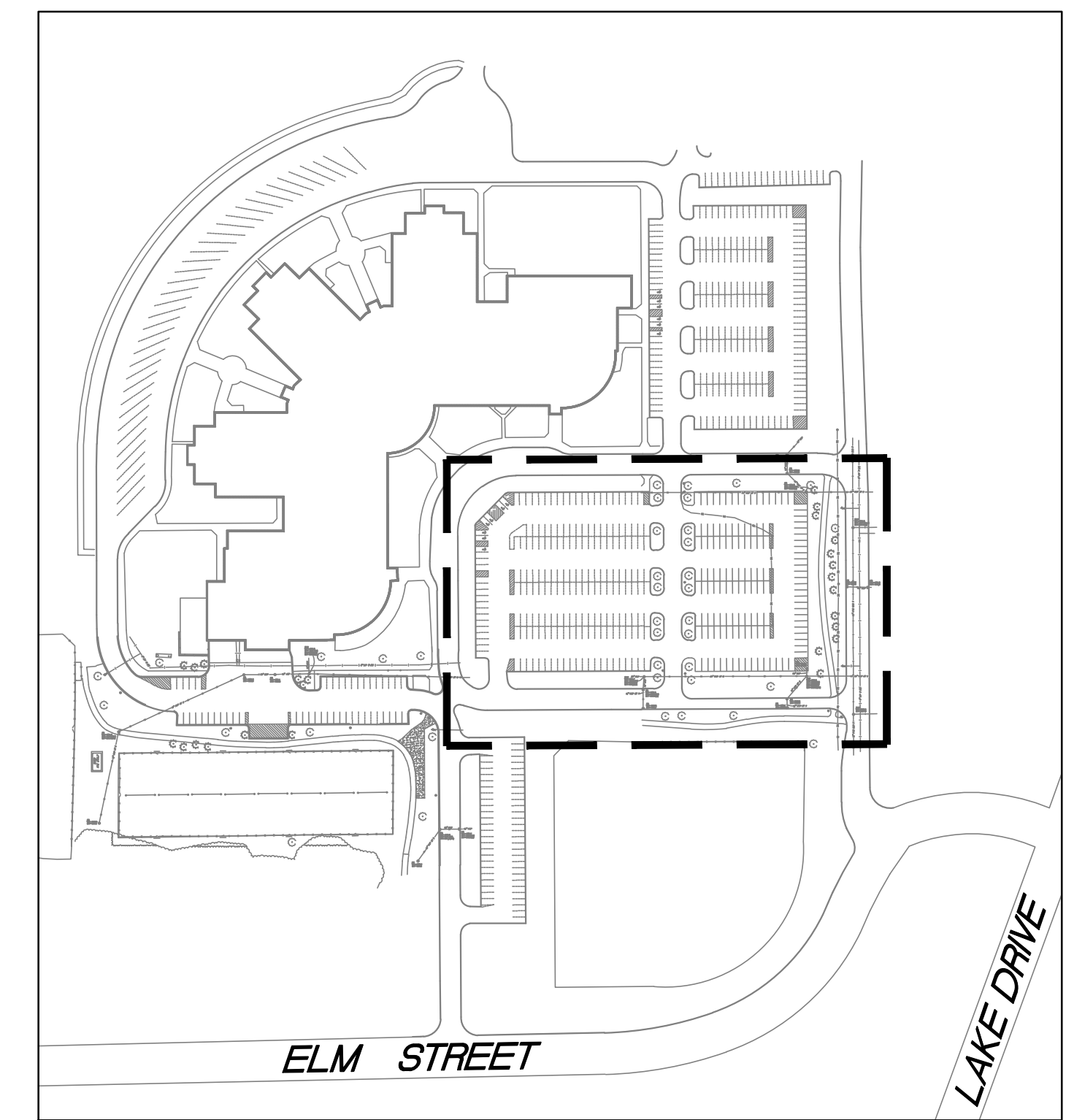
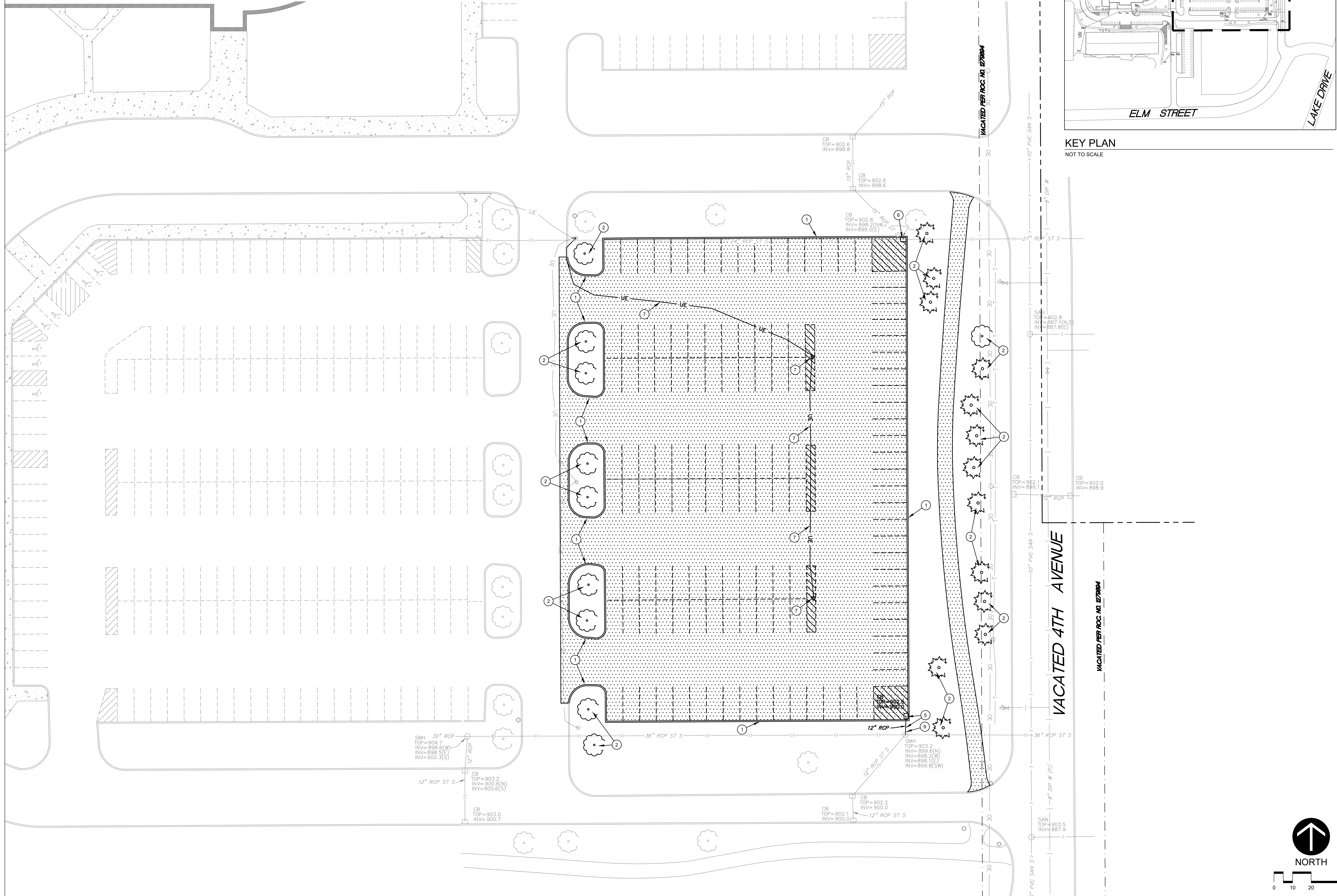
- RECLAIM EXISTING BITUMINOUS PAVEMENT SECTION (TO A DEPTH OF 8")
- REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT SECTION

**KEY NOTES**

- 1 REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER.
- 2 REMOVE AND DISPOSE OF EXISTING TREE, STUMP, AND ROOTS.
- 3 REMOVE AND DISPOSE OF EXISTING FENCE INCLUDING ALL FABRIC, POSTS, GATES, MOWSTRIPS, AND FOOTINGS.
- 4 REMOVE AND DISPOSE OF EXISTING TENNIS NET POSTS AND FOOTINGS.
- 5 REMOVE AND DISPOSE OF EXISTING STORM SEWER PIPE AND/OR STRUCTURE.
- 6 REMOVE AND DISPOSE OF EXISTING MANHOLE CASTING AND ADJUSTMENT RINGS.
- 7 REMOVE AND SALVAGE EXISTING LIGHT POLE. REMOVE AND DISPOSE OF EXISTING CONCRETE BASE/FOOTING, AND RELATED CONDUIT/WIRING. COORD. WITH ELECTRICAL.
- 8 CLEAR AND GRUB AS NEEDED FOR CONSTRUCTION.
- 9 BULKHEAD PIPE STUB OR FILL OPENING IN THE EXISTING STRUCTURE WITH BRICK AND MOTOR.

**DEMOLITION NOTES**

1. Verify all existing utility locations.
2. It is the responsibility of the Contractor to perform or coordinate all necessary utility demolitions and relocations from existing utility locations to all onsite amenities and buildings. These connections include, but are not limited to, water, sanitary sewer, cable tv, telephone, gas, electric, site lighting, etc.
3. Prior to beginning work, contact Gopher State OneCall (651-454-0002) to locate utilities throughout the area under construction. The Contractor shall retain the services of a private utility locator to locate the private utilities.
4. Sawcut along edges of pavements, sidewalks, and curbs to remain.
5. All construction shall be performed in accordance with state and local standard specifications for construction.
6. Contractor to note that any tree removals may be impacted by the Fish & Wildlife Service classification of the northern long-eared bat as endangered. This classification may require that tree removal within the project area not take place until after the new NLEB determination key is used to determine if further coordination with the USFWS is required. The new NLEB determination key is expected to be released in early 2023.
7. Install tree protection per detail 1/C503 as needed.



**KEY PLAN**  
NOT TO SCALE

**CENTENNIAL MIDDLE SCHOOL ISD#12  
TENNIS COURT RELOCATION  
AND PARKING LOT ADDITION**

399 ELM STREET  
LINO LAKES, MN 55014

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
PRINTED NAME: JUSTIN NIELSEN, P.E.  
SIGNATURE: *[Signature]*  
DATE: 03/14/2023 REG. NO. 52687

| Date | Revision Description |
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**CONSTRUCTION DRAWINGS**

DATE: 03-14-2023 PROJECT #: 1222066.000  
DRAWN BY: KK/JM CHECKED BY: MH

DRAWING TITLE  
**TENNIS COURT  
RELOCATION  
DEMOLITION PLAN**

DRAWING NUMBER  
**C100**

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**SYMBOL LEGEND**

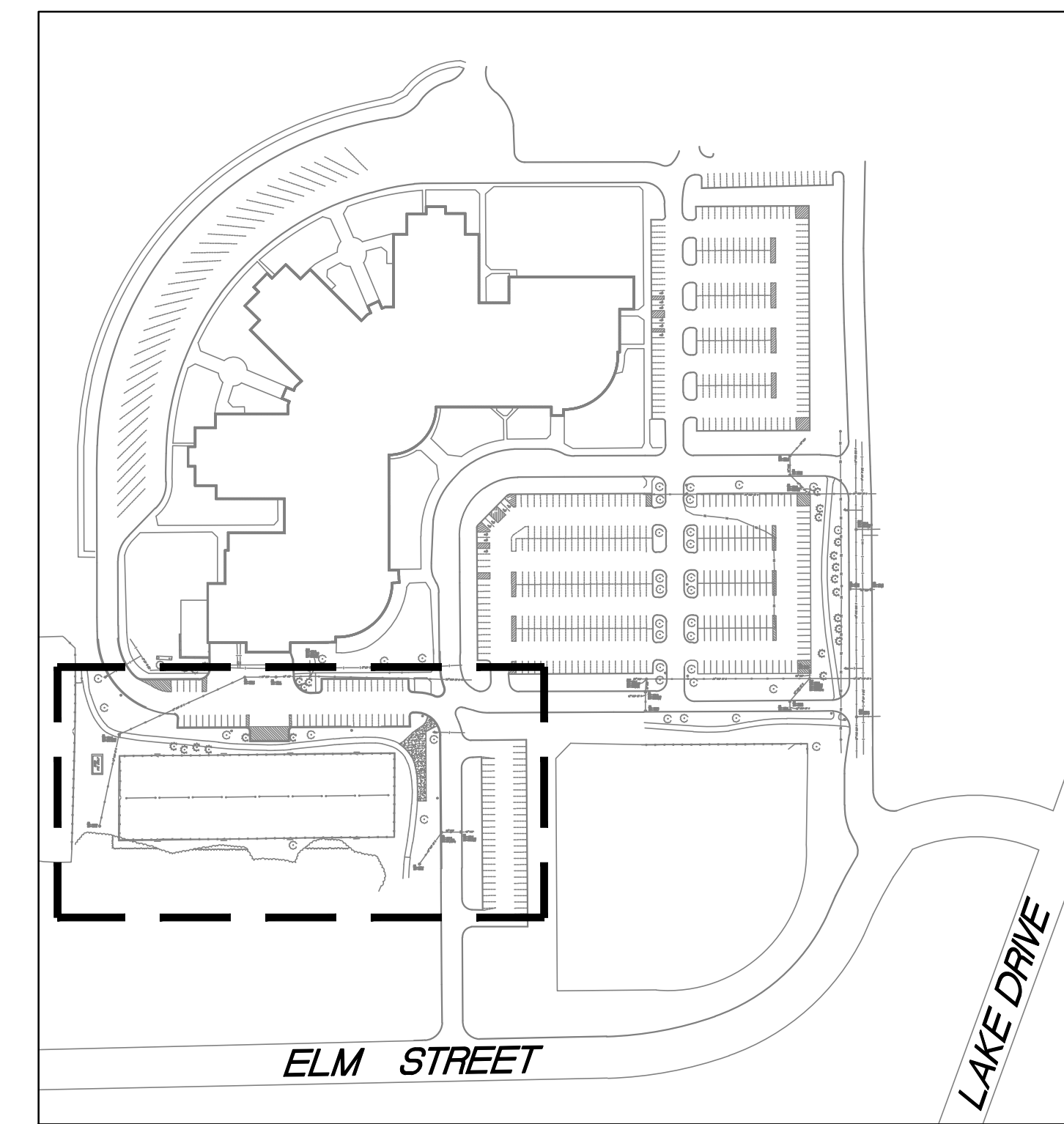
- RECLAIM EXISTING BITUMINOUS PAVEMENT SECTION (TO A DEPTH OF 8")
- REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT SECTION

**KEY NOTES**

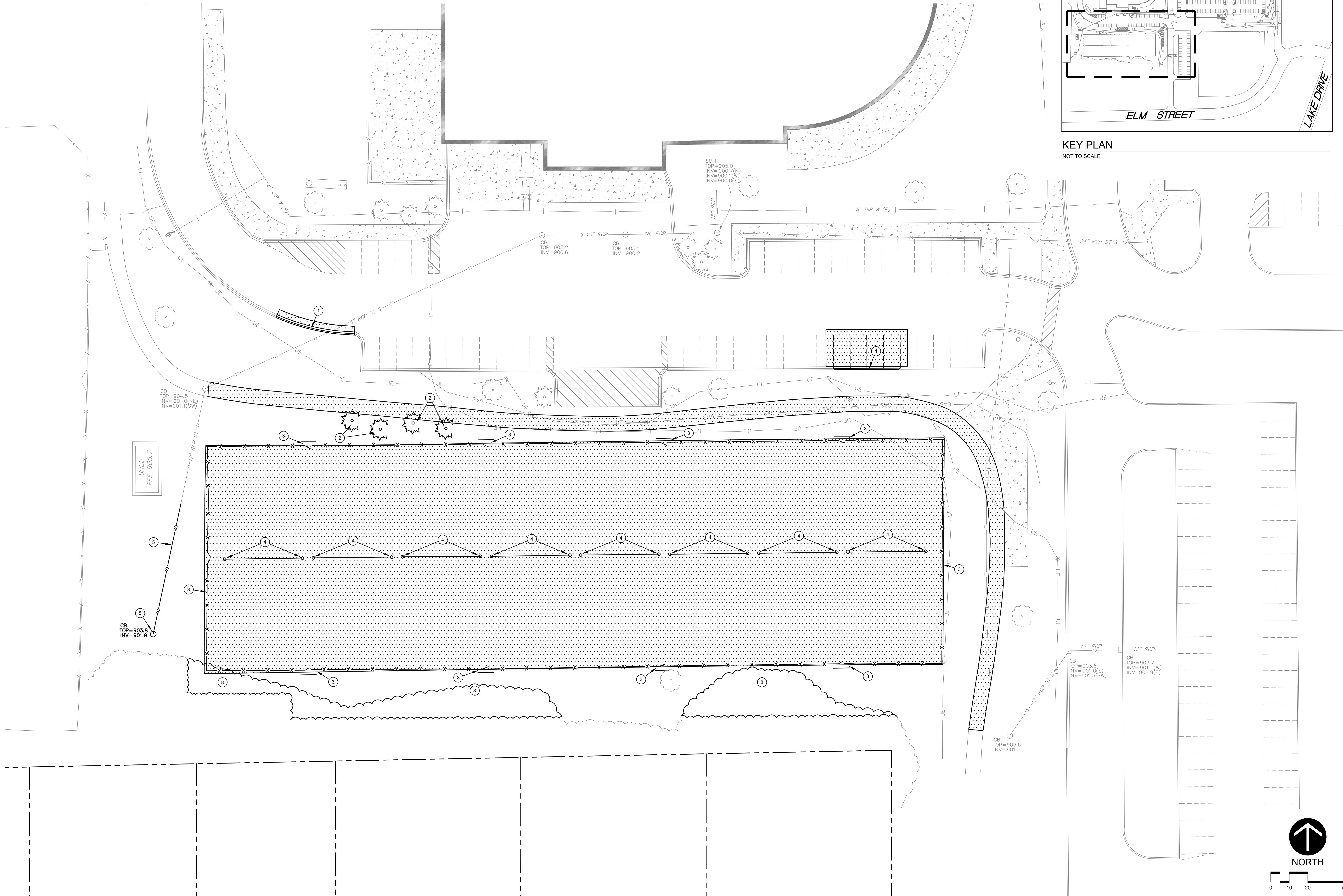
- 1 REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER.
- 2 REMOVE AND DISPOSE OF EXISTING TREE, STUMP, AND ROOTS.
- 3 REMOVE AND DISPOSE OF EXISTING FENCE INCLUDING ALL FABRIC, POSTS, GATES, MOWSTRIPS, AND FOOTINGS.
- 4 REMOVE AND DISPOSE OF EXISTING TENNIS NET POSTS AND FOOTINGS.
- 5 REMOVE AND DISPOSE OF EXISTING STORM SEWER PIPE AND/OR STRUCTURE.
- 6 REMOVE AND DISPOSE OF EXISTING MANHOLE CASTING AND ADJUSTMENT RINGS.
- 7 REMOVE AND SALVAGE EXISTING LIGHT POLE. REMOVE AND DISPOSE OF EXISTING CONCRETE BASE/FOOTING, AND RELATED CONDUIT/WIRING. COORD. WITH ELECTRICAL.
- 8 CLEAR AND GRUB AS NEEDED FOR CONSTRUCTION.
- 9 BULKHEAD PIPE STUB OR FILL OPENING IN THE EXISTING STRUCTURE WITH BRICK AND MOTOR.

**DEMOLITION NOTES**

1. Verify all existing utility locations.
2. It is the responsibility of the Contractor to perform or coordinate all necessary utility demotions and relocations from existing utility locations to all onsite amenities and buildings. These connections include, but are not limited to, water, sanitary sewer, cable tv, telephone, gas, electric, site lighting, etc.
3. Prior to beginning work, contact Gopher State Onecall (651-454-0002) to locate utilities throughout the area under construction. The Contractor shall retain the services of a private utility locator to locate the private utilities.
4. Sawcut along edges of pavements, sidewalks, and curbs to remain.
5. All construction shall be performed in accordance with state and local standard specifications for construction.
6. Contractor to note that any tree removals may be impacted by the Fish & Wildlife Service classification of the northern long-eared bat as endangered. This classification may require that tree removal within the project area not take place until after the new NLEB determination key is used to determine if further coordination with the USFWS is required. The new NLEB determination key is expected to be released in early 2023.
7. Install tree protection per detail 1/C503 as needed.



**KEY PLAN**  
NOT TO SCALE



**CENTENNIAL MIDDLE SCHOOL ISD#12  
TENNIS COURT RELOCATION  
AND PARKING LOT ADDITION**

399 ELM STREET  
LINO LAKES, MN 55014

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**CONSTRUCTION DRAWINGS**

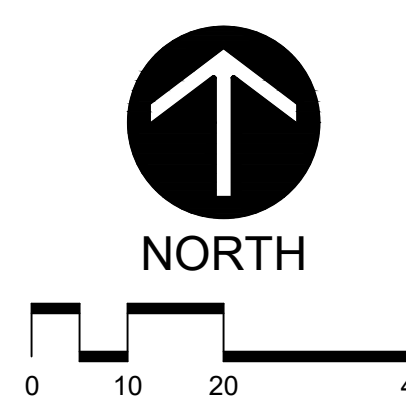
DATE 03-14-2023 PROJECT # 1222066.000  
DRAWN BY KK/JM CHECKED BY MH

**PARKING LOT ADDITION  
DEMOLITION PLAN**

DRAWING NUMBER

**C101**

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**SYMBOL LEGEND**

- NEW BITUMINOUS PAVEMENT (OVER RECLAIMED AREA) SEE DETAIL 1/C500
- NEW BITUMINOUS PAVEMENT SEE DETAIL 2/C500
- NEW BITUMINOUS TRAIL PAVEMENT SEE DETAIL 3/C500
- NEW CONCRETE PAVEMENT SEE DETAIL 6/C500
- SAWCUT CONTROL JOINT SEE DETAILS 4/C500 & 5/C500
- NEW LIGHT POLE, SEE ELECTRICAL PLAN

**KEY NOTES**

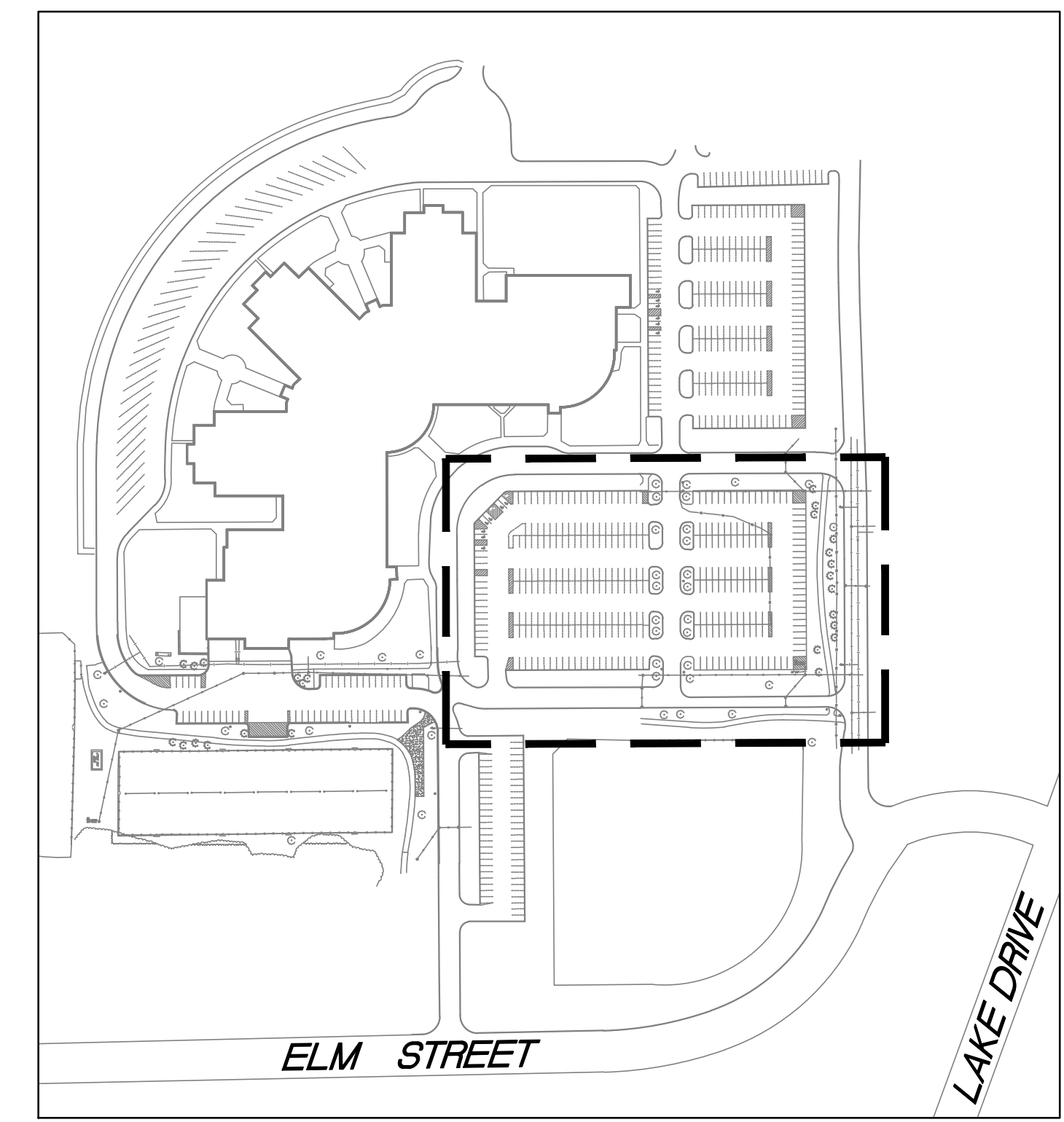
- 1 NEW B612 CURB AND GUTTER, SEE DETAIL 7/C500
- 2 NEW SURMOUNTABLE CURB AND GUTTER, SEE DETAIL 8/C500
- 3 NEW B612 CURB CUT, SEE DETAIL 9/C500
- 4 NEW SURMOUNTABLE CURB CUT, SEE DETAIL 10/C500
- 5 TRANSITION CURB FROM B612 TO SURMOUNTABLE OVER 5 FEET
- 6 NEW DOUBLE SWING FENCE GATE, SEE DETAIL 2/C501
- 7 NEW SINGLE SWING FENCE GATE, SEE DETAIL 11/C500
- 8 NEW TENNIS COURT FENCE ACCESS, SEE DETAIL 12/C500
- 9 NEW TENNIS COURT NET POST AND ANCHOR, SEE DETAIL 15/C500
- 10 TENNIS COURT STRIPING AND PICKLEBALL STRIPING LAYOUT, SEE DETAILS 13/C500 & 14/C500
- 11 NEW CHAIN-LINK FENCE, SEE DETAIL 1/C501
- 12 NEW WOOD FENCE, SEE DETAIL 4/C501
- 13 NEW ADA PARKING SIGN AND BOLLARD DETAIL, SEE DETAIL 7/C501
- 14 TOUCH UP STRIPING FOR THE EXISTING CROSSWALK
- 15 MATCH EXISTING PAVEMENT SECTION
- 16 PAINT NEW CROSSWALK USING 2' X 6' BLOCKS

**PAVING NOTES**

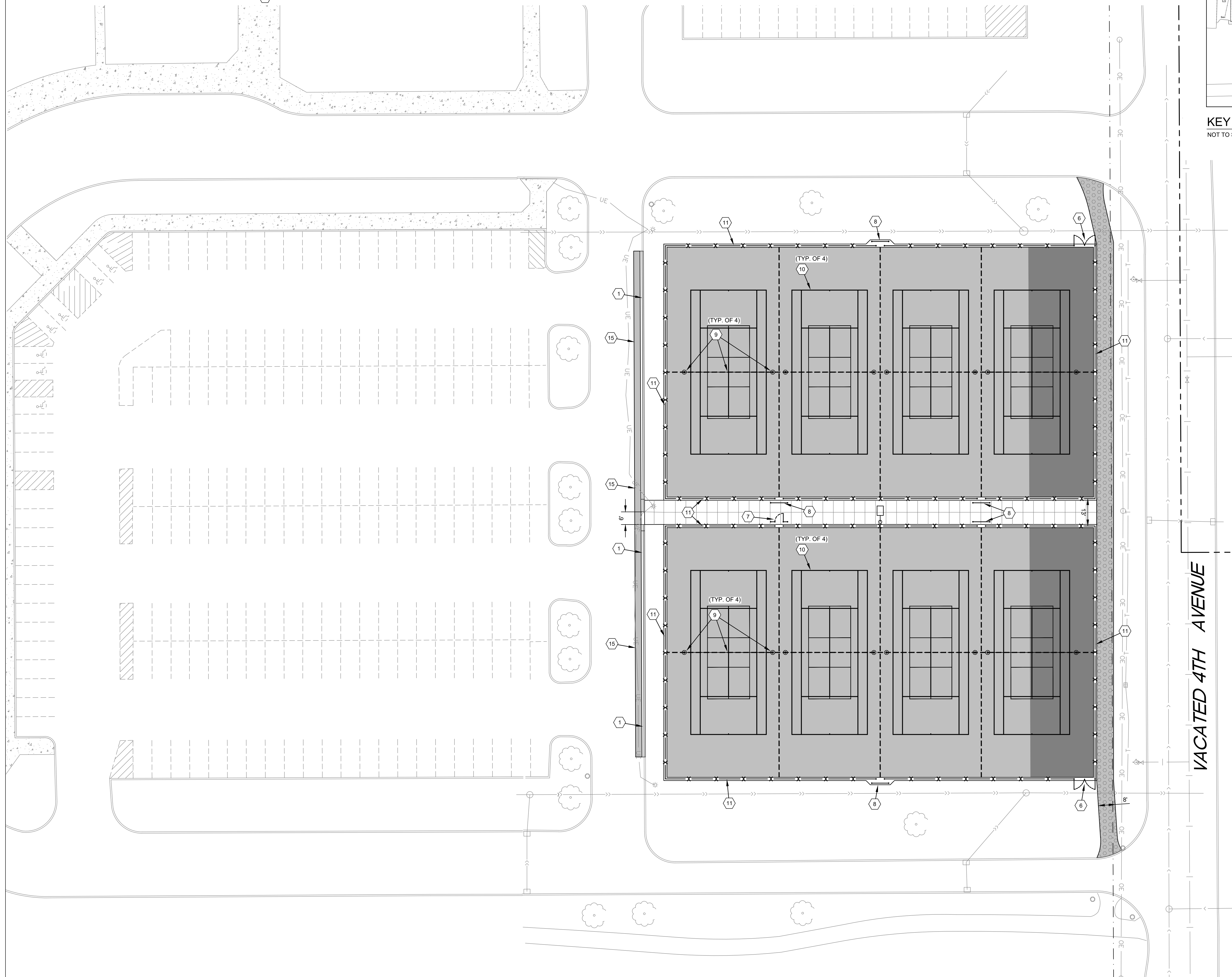
1. ALL PARKING LOT STRIPING SHALL BE 4" WIDE.
2. THE CONCRETE JOINTS ARE SHOWN ONLY FOR GENERAL REFERENCE TO SIGNIFY CONCRETE PAVEMENT. ACTUAL JOINTS SHALL BE CONSTRUCTED PER PROJECT SPECIFICATIONS.

**GENERAL**

- PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- SETBACK LINE



**KEY PLAN**  
NOT TO SCALE



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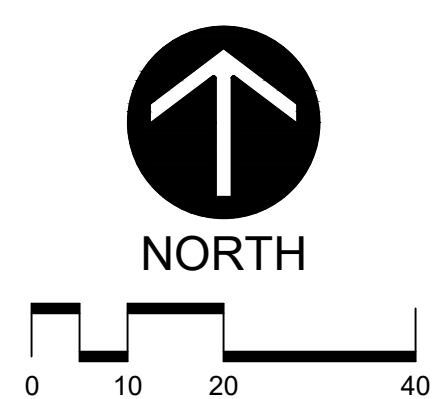
**CONSTRUCTION DRAWINGS**

DATE 03-14-2023 PROJECT # 1222066.000  
DRAWN BY KK/JM CHECKED BY MH

DRAWING TITLE  
**TENNIS COURT RELOCATION PAVING PLAN**

DRAWING NUMBER  
**C200**

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**SYMBOL LEGEND**

- NEW BITUMINOUS PAVEMENT (OVER RECLAIMED AREA) SEE DETAIL 1/C500
- NEW BITUMINOUS PAVEMENT SEE DETAIL 2/C500
- NEW BITUMINOUS TRAIL PAVEMENT SEE DETAIL 3/C500
- NEW CONCRETE PAVEMENT SEE DETAIL 6/C500
- SAWCUT CONTROL JOINT SEE DETAILS 4/C500 & 5/C500
- NEW LIGHT POLE, SEE ELECTRICAL PLAN

**KEY NOTES**

- 1 NEW B612 CURB AND GUTTER, SEE DETAIL 7/C500
- 2 NEW SURMOUNTABLE CURB AND GUTTER, SEE DETAIL 8/C500
- 3 NEW B612 CURB CUT, SEE DETAIL 9/C500
- 4 NEW SURMOUNTABLE CURB CUT, SEE DETAIL 10/C500
- 5 TRANSITION CURB FROM B612 TO SURMOUNTABLE OVER 5 FEET
- 6 NEW DOUBLE SWING FENCE GATE, SEE DETAIL 2/C501
- 7 NEW SINGLE SWING FENCE GATE, SEE DETAIL 11/C500
- 8 NEW TENNIS COURT FENCE ACCESS, SEE DETAIL 12/C500
- 9 NEW TENNIS COURT NET POST AND ANCHOR, SEE DETAIL 15/C500
- 10 TENNIS COURT STRIPING AND PICKLEBALL STRIPING LAYOUT, SEE DETAILS 13/C500 & 14/C500
- 11 NEW CHAIN-LINK FENCE, SEE DETAIL 1/C501
- 12 NEW WOOD FENCE, SEE DETAIL 4/C501
- 13 NEW ADA PARKING SIGN AND BOLLARD DETAIL, SEE DETAIL 7/C501
- 14 TOUCH UP STRIPING FOR THE EXISTING CROSSWALK
- 15 MATCH EXISTING PAVEMENT SECTION
- 16 PAINT NEW CROSSWALK USING 2' X 6' BLOCKS

**PAVING NOTES**

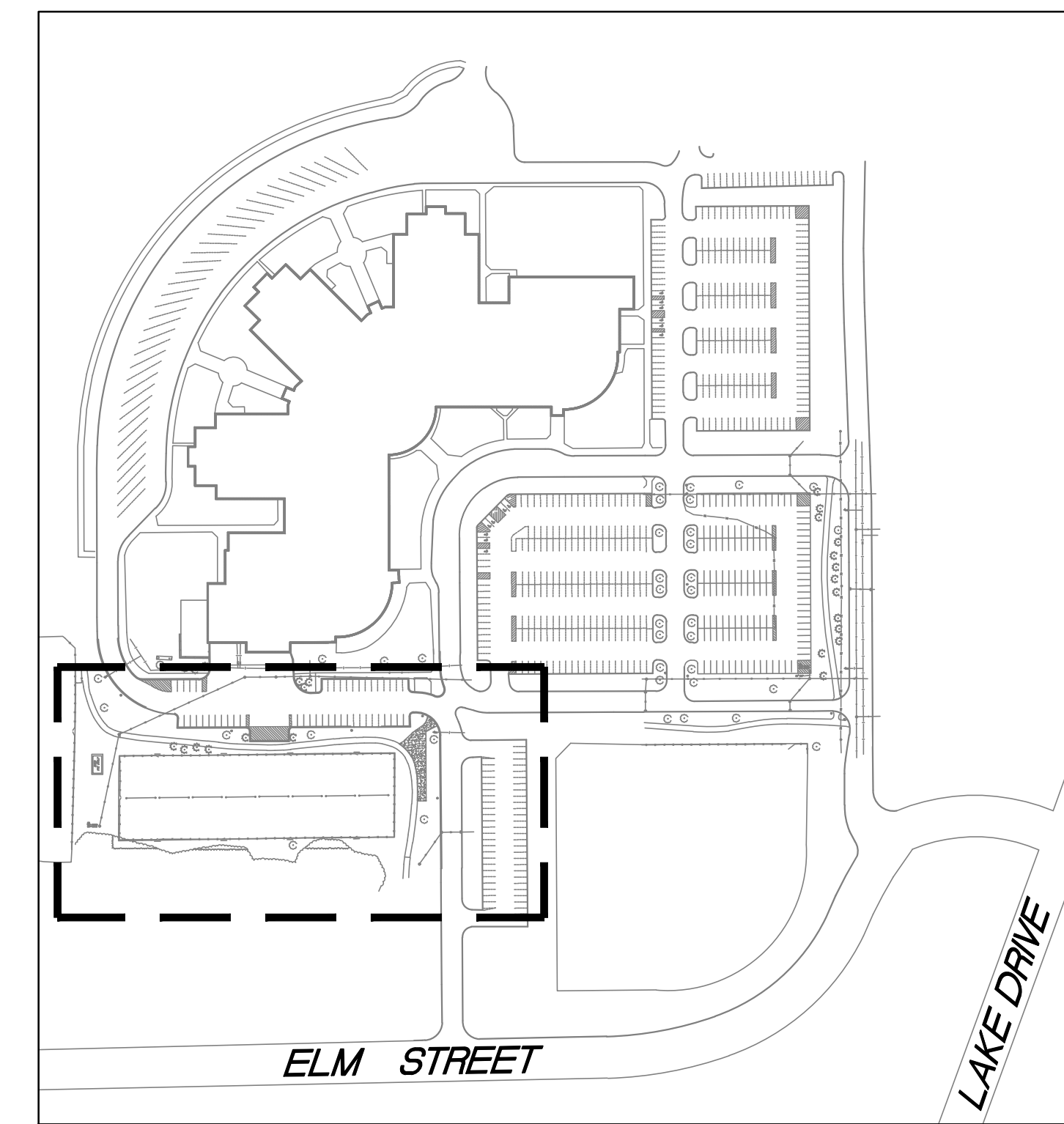
1. ALL PARKING LOT STRIPING SHALL BE 4" WIDE.
2. THE CONCRETE JOINTS ARE SHOWN ONLY FOR GENERAL REFERENCE TO SIGNIFY CONCRETE PAVEMENT. ACTUAL JOINTS SHALL BE CONSTRUCTED PER PROJECT SPECIFICATIONS.

**GENERAL**

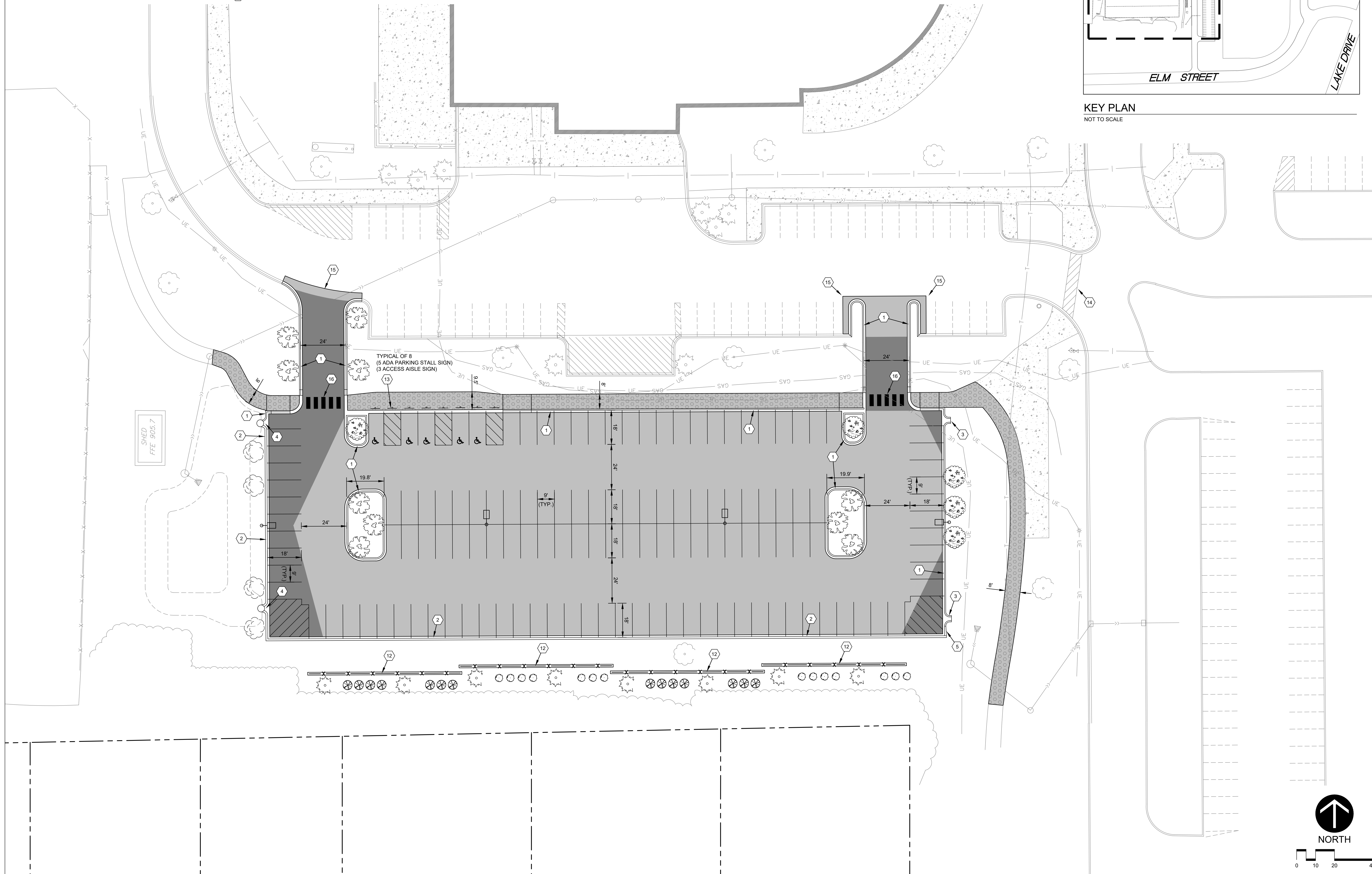
- PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- SETBACK LINE

**BID ALTERNATE - MAINTENANCE FREE WOOD FENCE**

FURNISH AND INSTALL NEW FENCE WITH MAINTENANCE FREE MATERIALS (COMPOSITE LUMBER) IN LIEU OF NATURAL WOOD MATERIALS. REFERENCING KEY NOTE #12.



**KEY PLAN**  
NOT TO SCALE



**CENTENNIAL MIDDLE SCHOOL ISD#12  
TENNIS COURT RELOCATION  
AND PARKING LOT ADDITION**

399 ELM STREET  
LINO LAKES, MN 55014

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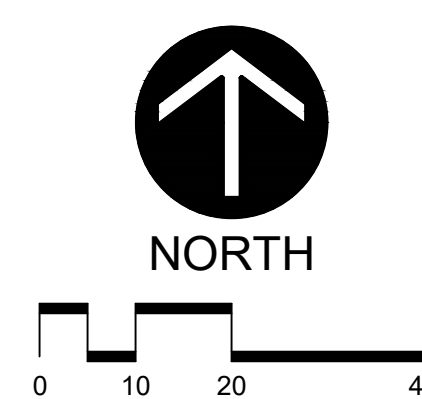
**CONSTRUCTION DRAWINGS**

DATE 03-14-2023 PROJECT # 1222066.000  
DRAWN BY KK/JM CHECKED BY MH

**DRAWING TITLE**  
PARKING LOT ADDITION  
PAVING PLAN

DRAWING NUMBER  
**C201**

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**LEGEND**

- 950 --- EXISTING CONTOURS
- 949 --- PROPOSED CONTOURS - MAJOR INTERVAL
- 948 --- PROPOSED CONTOURS - MINOR INTERVAL
- 2.0% --- GRADE BREAK LINE
- 2.0% --- GRADE SLOPE
- SEDIMENT LOG, SEE DETAIL 12/C501
- RIP-RAP / ROCK CONST. ENTRANCE
- INLET PROTECTION, SEE DETAIL 11/C501
- CONCRETE WASHOUT STATION (LOCATE DURING CONSTRUCTION)
- SPOT ABBREVIATIONS: TC - TOP OF CURB, GL - GUTTER LINE, GO - GUTTER OUT, CC - CURB CUT, B - BITUMINOUS, C - CONCRETE, EOF - EMERGENCY OVERFLOW, TW - TOP OF WALL, BW - BOTTOM OF WALL (F/G), TS - TOP OF STEP, BS - BOTTOM OF STEP, (\*) - EXISTING TO BE VERIFIED

**GRADING NOTES**

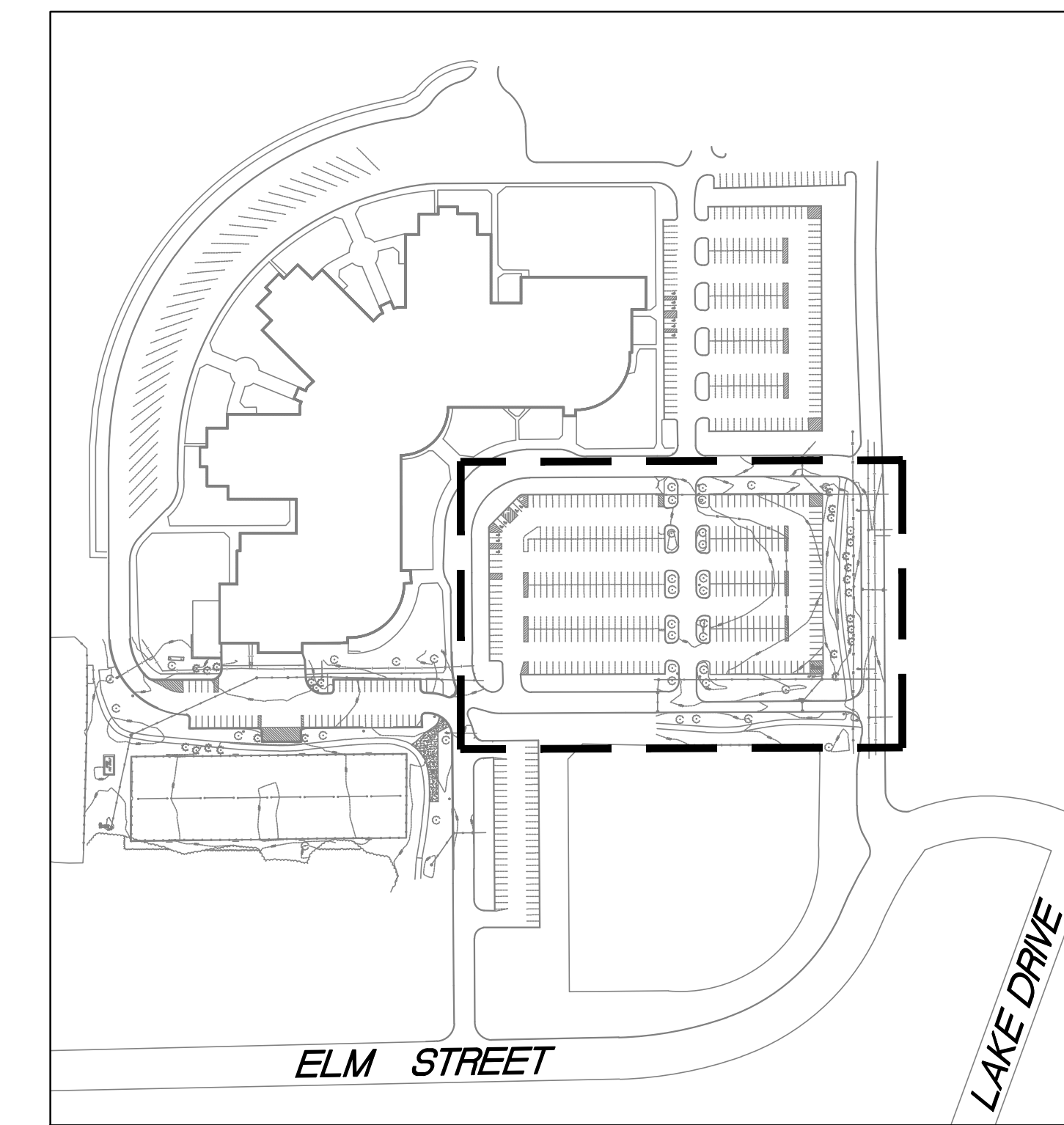
1. See Sheet C301 for Grading Notes.

**EROSION CONTROL NOTES**

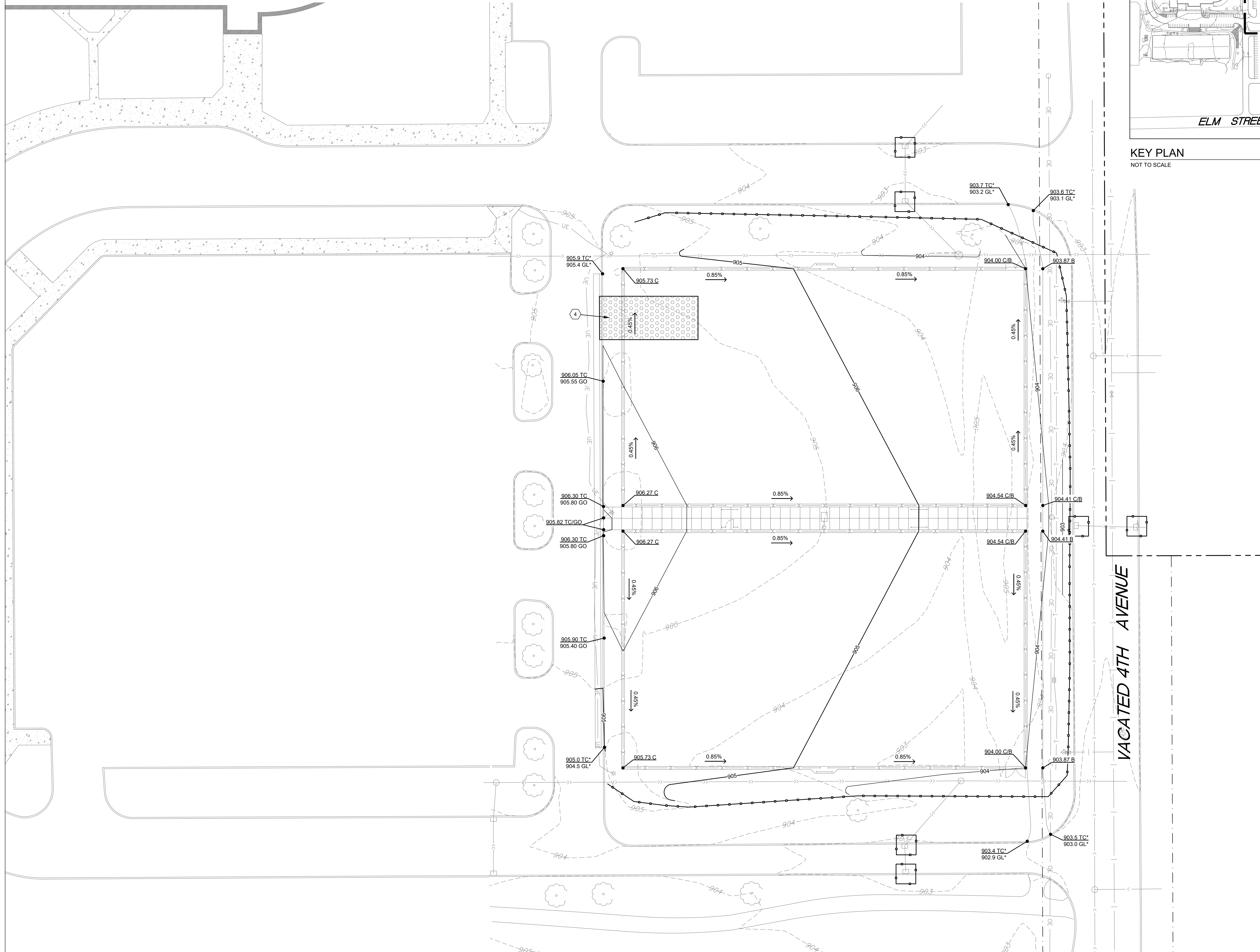
1. See Sheet C301 for Erosion Control Notes.

**KEY NOTES**

- 1 RIP RAP AT CURB CUT, SEE DETAIL 9/C501
- 2 RIP RAP AT RAIN GUARDIAN STRUCTURE, SEE DETAIL 2/C502
- 3 INFILTRATION BASIN, SEE DETAIL 1/C502
- 4 ROCK CONSTRUCTION ENTRANCE, SEE DETAIL 8/C501 (EXACT LOCATION TO BE DETERMINED)



**KEY PLAN**  
NOT TO SCALE



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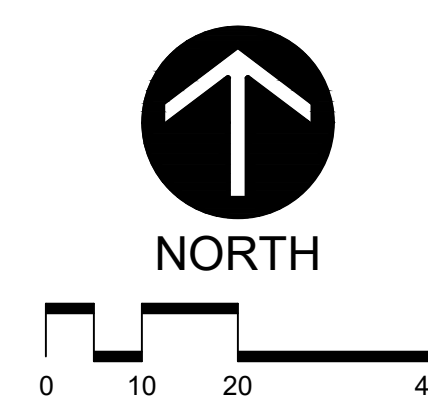
**CONSTRUCTION DRAWINGS**

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| DATE 03-14-2023 | PROJECT # 1222066.000 |
| DRAWN BY KK/JM  | CHECKED BY MH         |

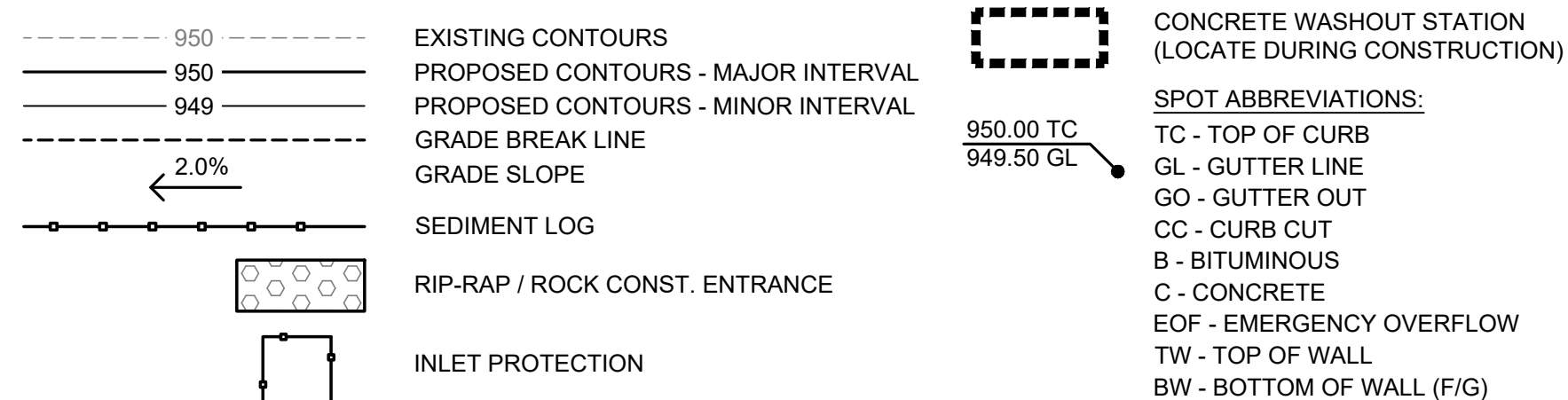
DRAWING TITLE  
**TENNIS COURT RELOCATION  
GRADING AND EROSION  
CONTROL PLAN**  
DRAWING NUMBER

**C300**

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**LEGEND**



**GRADING NOTES**

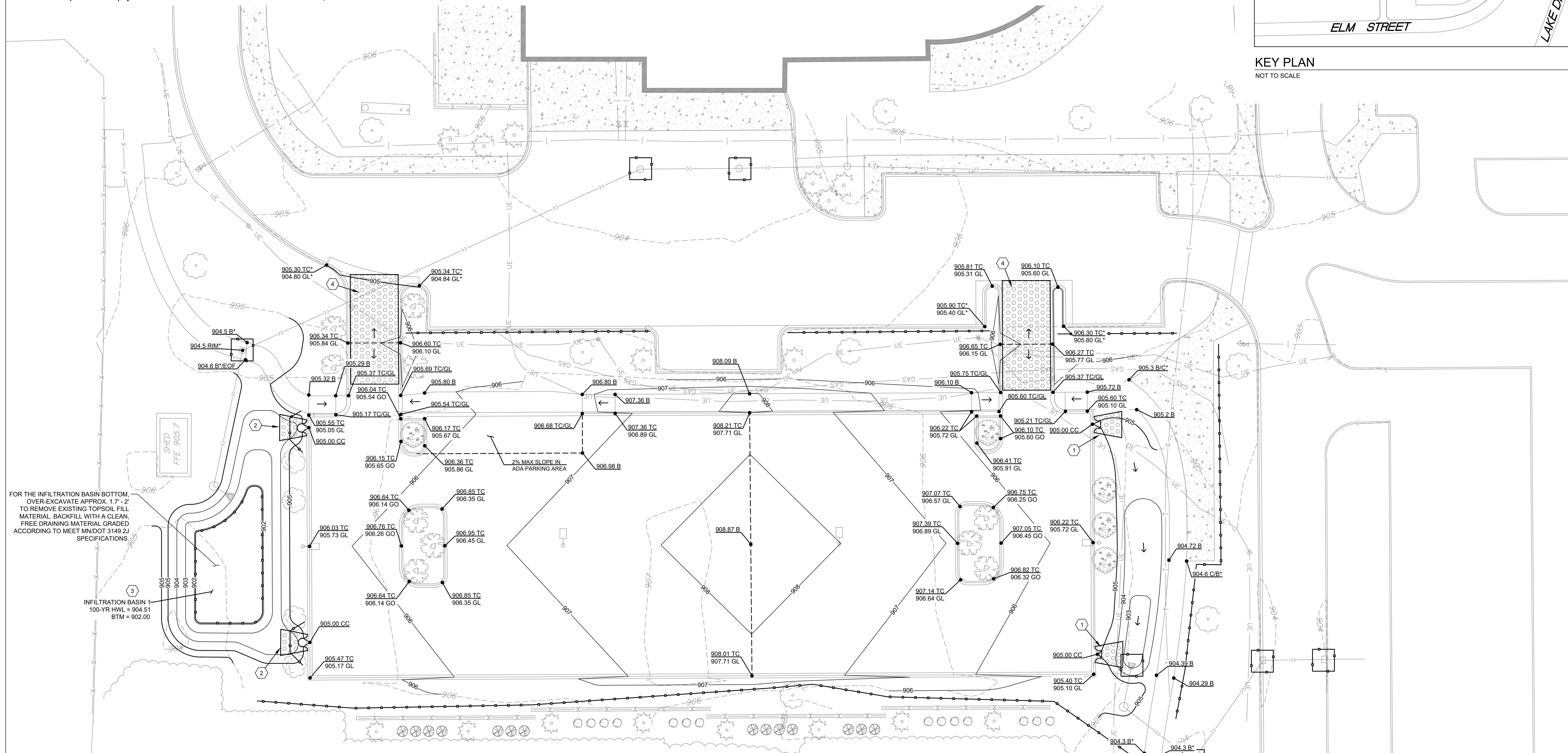
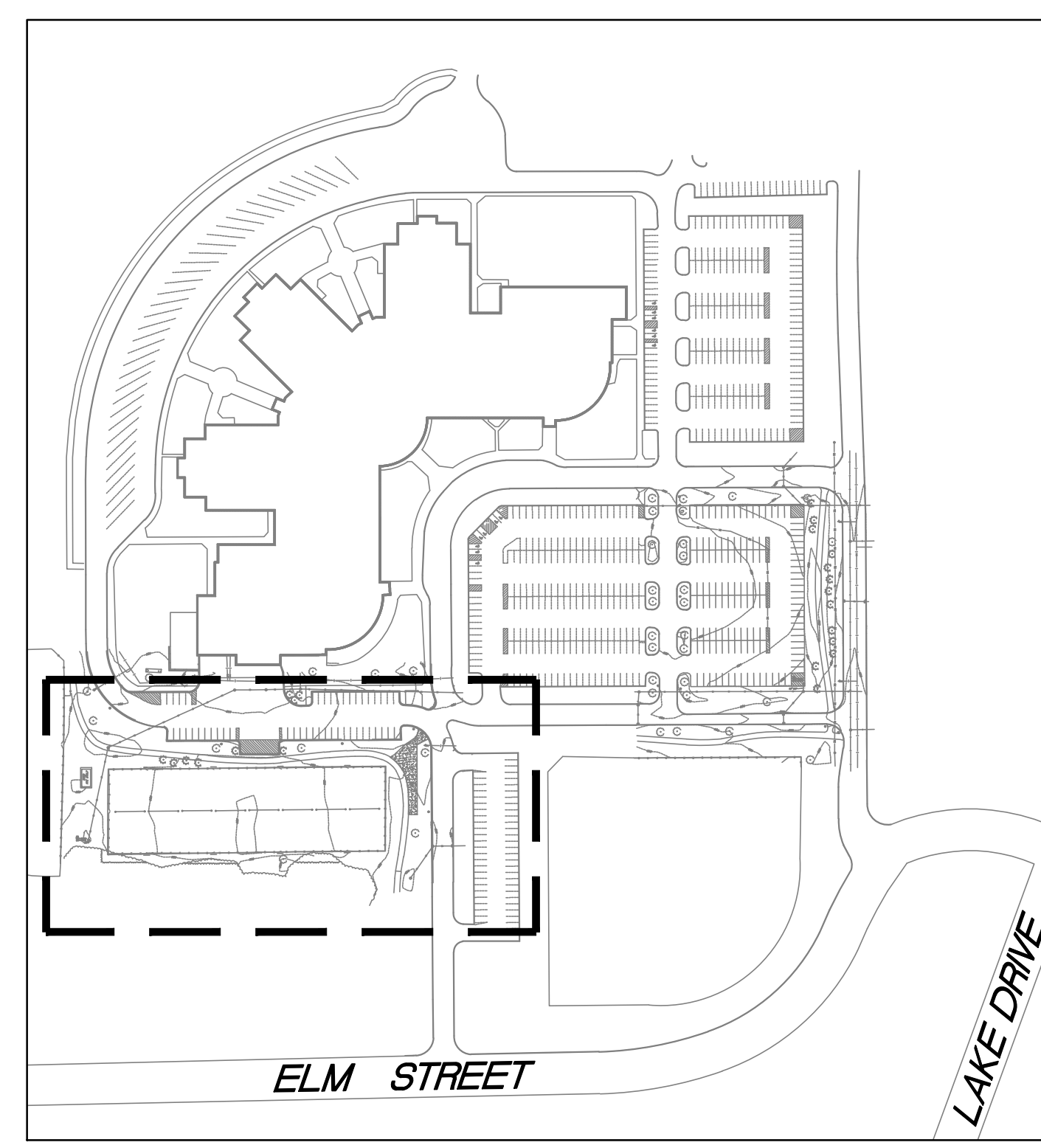
- Tree protection consisting of snow fence or safety fence installed at the drip line shall be in place prior to beginning any grading or demolition work at the site. See detail 1/C503.
- All elevations with an asterisk (\*) shall be field verified. If elevations vary significantly, notify the Engineer for further instructions.
- Grades shown in paved areas represent finish elevation.
- Restore all disturbed areas with 4" of good quality topsoil and seed.
- All construction shall be performed in accordance with state and local standard specifications for construction.
- Install erosion control blanket on all slopes 4:1 or greater. See detail 13/C501.
- Provide an as-built survey of the infiltration basin, showing compliance with the project documents.

**KEY NOTES**

- RIP RAP AT CURB CUT, SEE DETAIL 9/C501
- RIP RAP AT RAIN GUARDIAN STRUCTURE, SEE DETAIL 2/C502
- INFILTRATION BASIN, SEE DETAIL 1/C502
- ROCK CONSTRUCTION ENTRANCE, SEE DETAIL 8/C501 (EXACT LOCATION TO BE DETERMINED)

**EROSION CONTROL NOTES**

- Owner and Contractor shall obtain MPCA-NPDES permit. Contractor shall be responsible for all fees pertaining to this permit. The SWPPP shall be kept onsite at all times.
- Install temporary erosion control measures (inlet protection, silt fence, and rock construction entrances) prior to beginning any excavation or demolition work at the site.
- Erosion control measures shown on the erosion control plan are the absolute minimum. The contractor shall install temporary earth dikes, sediment traps or basins, additional siltation fencing, and/or disk the soil parallel to the contours as deemed necessary to further control erosion. All changes shall be recorded in the SWPPP.
- All construction site entrances shall be surfaced with crushed rock across the entire width of the entrance and from the entrance to a point 50' into the construction zone.
- The toe of the silt fence shall be trenched in a minimum of 6". The trench backfill shall be compacted with a vibratory plate compactor.
- All grading operations shall be conducted in a manner to minimize the potential for site erosion. Sediment control practices must be established on all down gradient perimeters before any up gradient land disturbing activities begin.
- All exposed soil areas must be stabilized as soon as possible to limit soil erosion but in no case later than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased. Temporary stockpiles without significant silt, clay or organic components (e.g., clean aggregate stockpiles, demolition concrete stockpiles, sand stockpiles) and the constructed base components of roads, parking lots and similar surfaces are exempt from this requirement.
- All storm sewer catch basins not needed for site drainage during construction shall be covered to prevent runoff from entering the storm sewer system. Catch basins necessary for site drainage during construction shall be provided with inlet protection.
- In areas where concentrated flows occur (such as swales and areas in front of storm catch basins and intakes) the erosion control facilities shall be backed by stabilization structure to protect those facilities from the concentrated flows.
- Inspect the construction site once every seven days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours. All inspections shall be recorded in the SWPPP.
- All BMPs must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/3 of the capacity of the BMP. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access. All repairs shall be recorded in the SWPPP.
- If sediment escapes the construction site, off-site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts.
- All soils tracked onto pavement shall be removed daily.
- All infiltration areas must be inspected to ensure that no sediment from ongoing construction activity is reaching the infiltration area and these areas are protected from compaction due to construction equipment driving across the infiltration area.
- Temporary soil stockpiles must have silt fence or other effective sediment controls, and cannot be placed in surface waters, including stormwater conveyances such as curb and gutter systems, or conduits and ditches unless there is a bypass in place for the stormwater.
- Collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes must be disposed of properly and must comply with MPCA disposal requirements.
- Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MPCA regulations.
- External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed onsite.
- All liquid and solid wastes generated by concrete washout operations must be contained in a leak-proof containment facility or impermeable liner. A compacted clay liner that does not allow washout liquids to enter ground water is considered an impermeable liner. The liquid and solid wastes must not contact the ground, and there must not be runoff from the concrete washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with MPCA regulations. A sign must be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
- Upon completion of the project and stabilization of all graded areas, all temporary erosion control facilities (silt fences, hay bales, etc.) shall be removed from the site.
- Contractor shall submit Notice of Termination for MPCA-NPDES permit within 30 days after Final Stabilization.



**NEXUS SOLUTIONS**  
 MADISON, WI  
 MILWAUKEE, WI  
 MAPLE GROVE, MN

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**Larson Engineering, Inc.**  
 3524 Labore Road  
 White Bear Lake, MN 55110  
 651.481.9120 (f) 651.481.9201  
 www.larsonengr.com

**CENTENNIAL MIDDLE SCHOOL ISD#12  
 TENNIS COURT RELOCATION  
 AND PARKING LOT ADDITION**

399 ELM STREET  
 LINO LAKES, MN 55014

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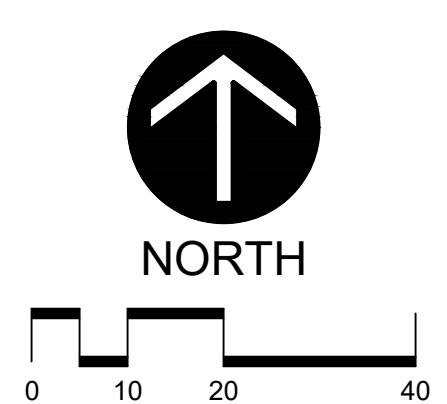
**CONSTRUCTION DRAWINGS**

DATE: 03-14-2023 PROJECT #: 1222066.000  
 DRAWN BY: KK/JM CHECKED BY: MH

DRAWING TITLE  
**PARKING LOT ADDITION  
 GRADING AND EROSION  
 CONTROL PLAN**

DRAWING NUMBER  
**C301**

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**LEGEND**

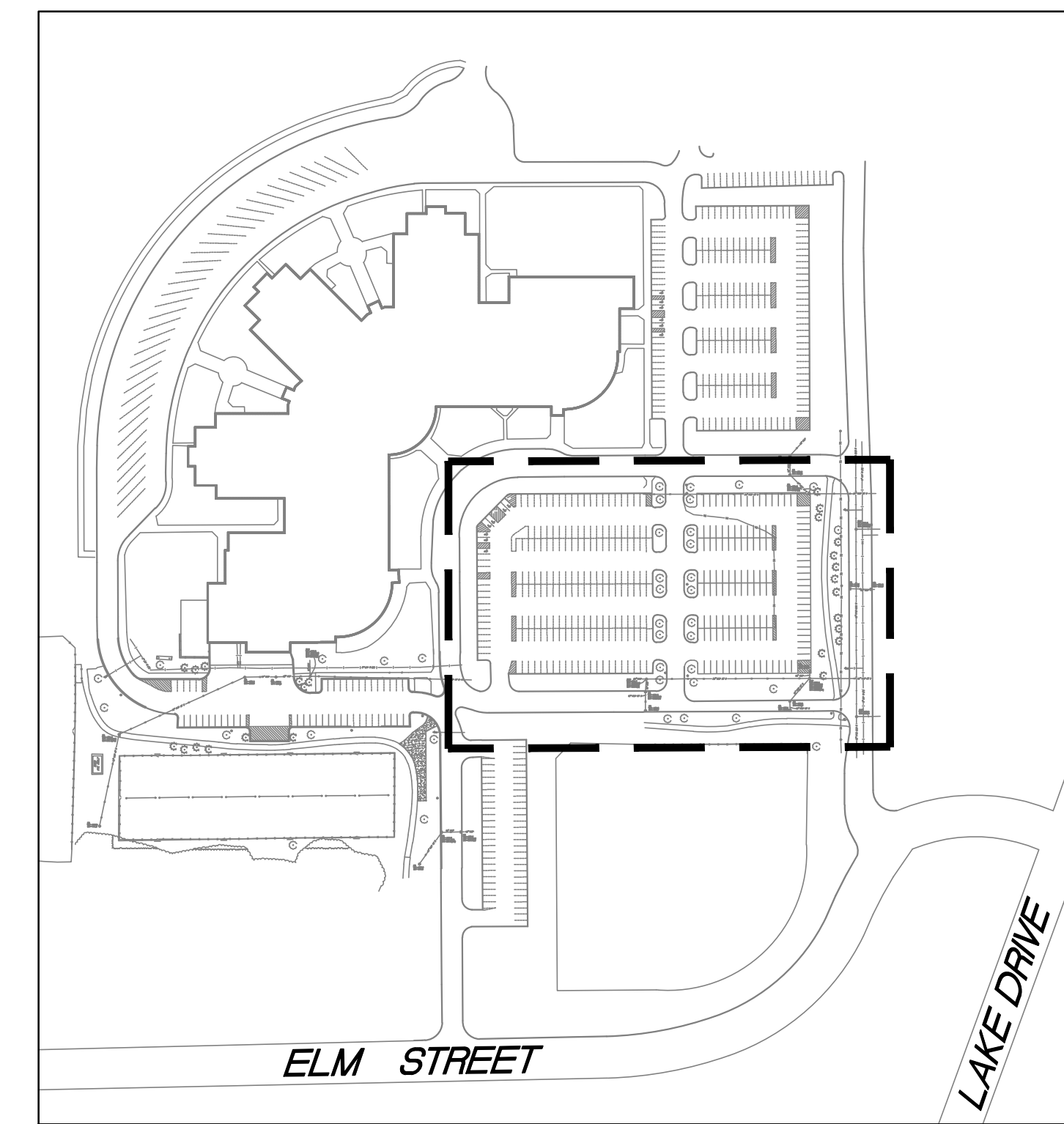
- STORM MANHOLE
  - CATCH BASIN
  - CURB INLET
  - ▲ FLARED END
  - SANITARY MANHOLE
  - HYDRANT
  - ⊗ GATE VALVE & BOX
  - ⊗ WATER SHUTOFF
  - ☀ LIGHT POLE
- CTV
  - CE
  - UE
  - GAS
  - FO
  - GAS
  - T
  - T
  - T
- CABLE UNDERGROUND LINE
  - ELECTRIC OVERHEAD LINE
  - ELECTRIC UNDERGROUND LINE
  - FIBER OPTIC UNDERGROUND LINE
  - NATURAL GAS UNDERGROUND LINE
  - SANITARY SEWER PIPE
  - STORM SEWER PIPE
  - TELEPHONE UNDERGROUND LINE
  - WATERMAIN PIPE
  - DRAIN TILE PIPE
- (\*) - EXISTING INVERT TO BE VERIFIED

**UTILITY NOTES**

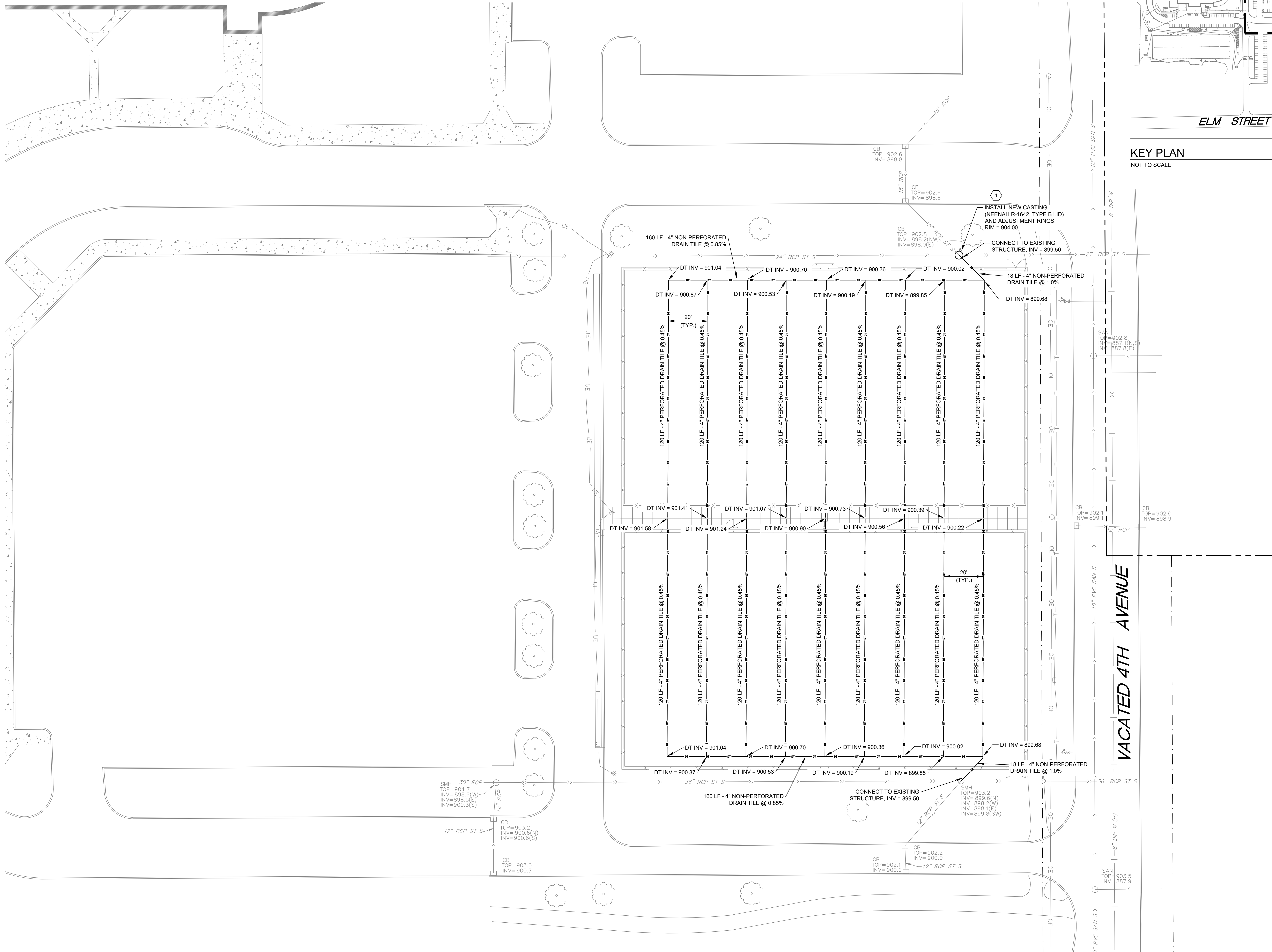
1. It is the responsibility of the contractor to perform or coordinate all necessary utility connections and relocations from existing utility locations to the proposed building, as well as to all onsite amenities. These connections include but are not limited to water, sanitary sewer, cable TV, telephone, gas, electric, site lighting, etc.
2. All service connections shall be performed in accordance with state and local standard specifications for construction. Utility connections (sanitary sewer, watermain, and storm sewer) may require a permit from the City.
3. The contractor shall verify the elevations at proposed connections to existing utilities prior to any demolition or excavation.
4. The contractor shall notify all appropriate engineering departments and utility companies 72 hours prior to construction. All necessary precautions shall be made to avoid damage to existing utilities.
5. HDPE storm sewer piping shall meet ASTM F2306 and fittings shall meet ASTM D3212 joint pressure test. Installation shall meet ASTM C2321.
6. All RCP pipe shown on the plans shall be MNDOT class 3.
7. See Project Specifications for bedding requirements.
8. A structure adjustment shall include removing and salvaging the existing casting assembly, removing existing concrete rings to the precast section. Install new rings and salvaged casting to proposed grades, cleaning casting flange by mechanical means to insure a sound surface and install an external chimney seal from casting to precast section. Chimney seals shall be Inti-Shield Uni-Band or an approved equal.
9. Dewatering is the responsibility of the contractor, if required.

**KEY NOTES**

1. INSTALL NEW CASTING ON EXISTING STRUCTURE. SEE DETAIL 5/C501
2. NEW STORM SEWER MANHOLE. SEE DETAIL 6/C501
3. NEW RAIN GUARDIAN STRUCTURE. SEE DETAIL 4/C502
4. NEW HDPE FLARED END SECTION. SEE DETAIL 10/C501
5. NEW RCP FLARED END SECTION. SEE DETAIL 3/C502



**KEY PLAN**  
NOT TO SCALE



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SIGNATURE: *[Signature]*  
DATE: 03/14/2023 REG. NO. 52687

| Date | Revision Description |
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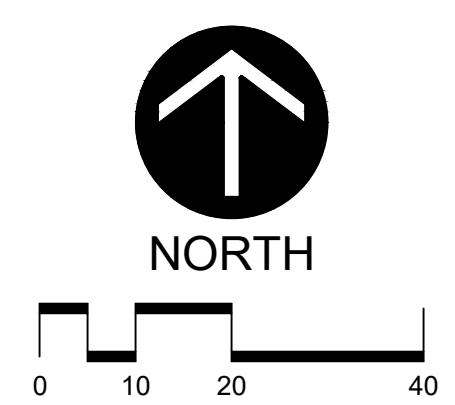
**CONSTRUCTION DRAWINGS**

DATE: 03-14-2023 PROJECT #: 1222066.000  
DRAWN BY: KK/JM CHECKED BY: MH

**DRAWING TITLE**  
**TENNIS COURT RELOCATION  
UTILITY PLAN**

**DRAWING NUMBER**  
**C400**

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**LEGEND**

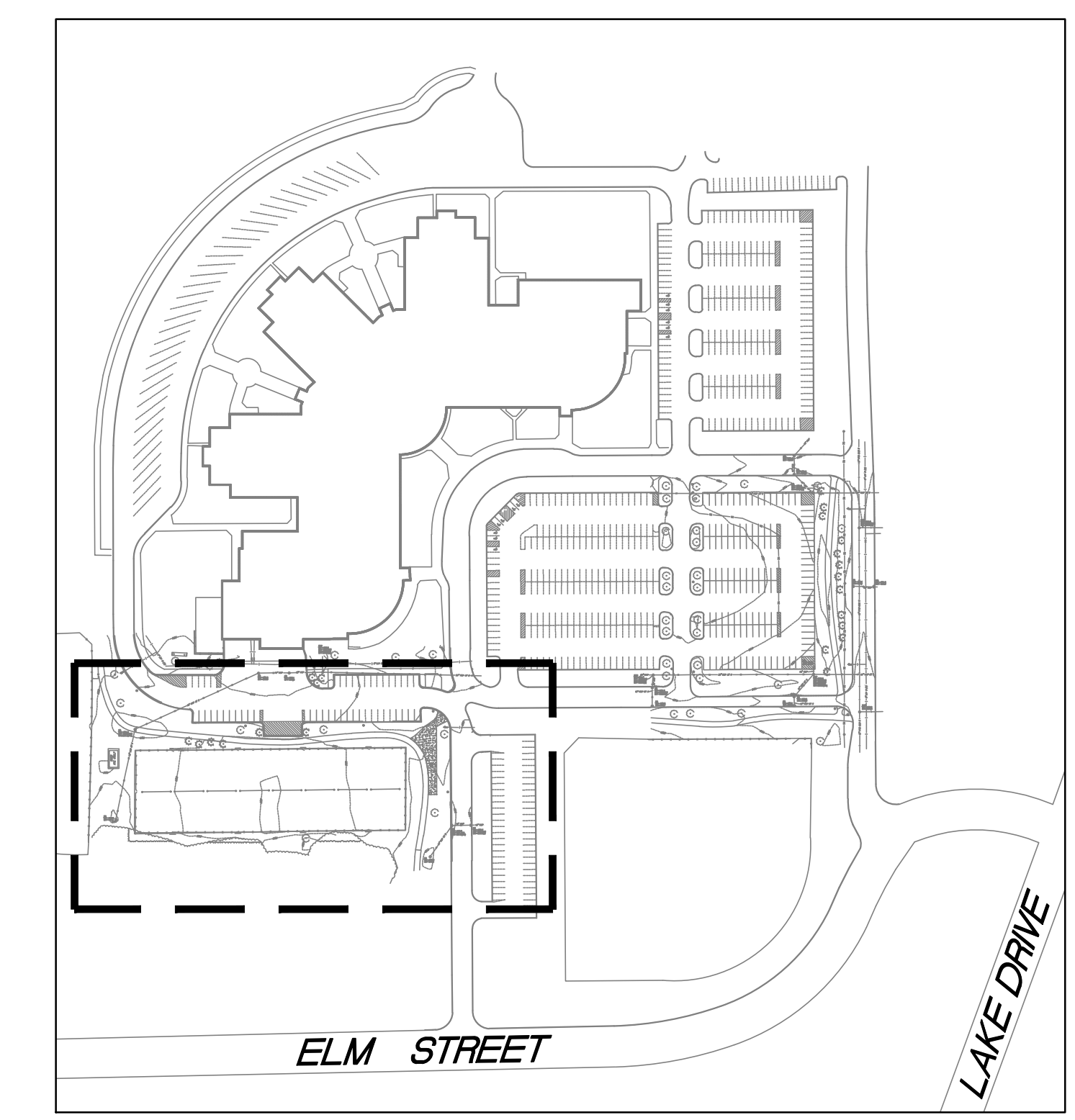
- STORM MANHOLE
  - CATCH BASIN
  - CURB INLET
  - ▲ FLARED END
  - SANITARY MANHOLE
  - HYDRANT
  - ⊗ GATE VALVE & BOX
  - ⊗ WATER SHUTOFF
  - ⊗ LIGHT POLE
- CTV —
  - UE —
  - FO —
  - GAS — GAS — GAS —
  - S — S — S —
  - T — T — T —
  - W — W — W —
  - D — D — D —
- CABLE UNDERGROUND LINE
  - ELECTRIC OVERHEAD LINE
  - ELECTRIC UNDERGROUND LINE
  - FIBER OPTIC UNDERGROUND LINE
  - NATURAL GAS UNDERGROUND LINE
  - SANITARY SEWER PIPE
  - STORM SEWER PIPE
  - TELEPHONE UNDERGROUND LINE
  - WATERMAIN PIPE
  - DRAIN TILE PIPE
  - (\*) - EXISTING INVERT TO BE VERIFIED

**UTILITY NOTES**

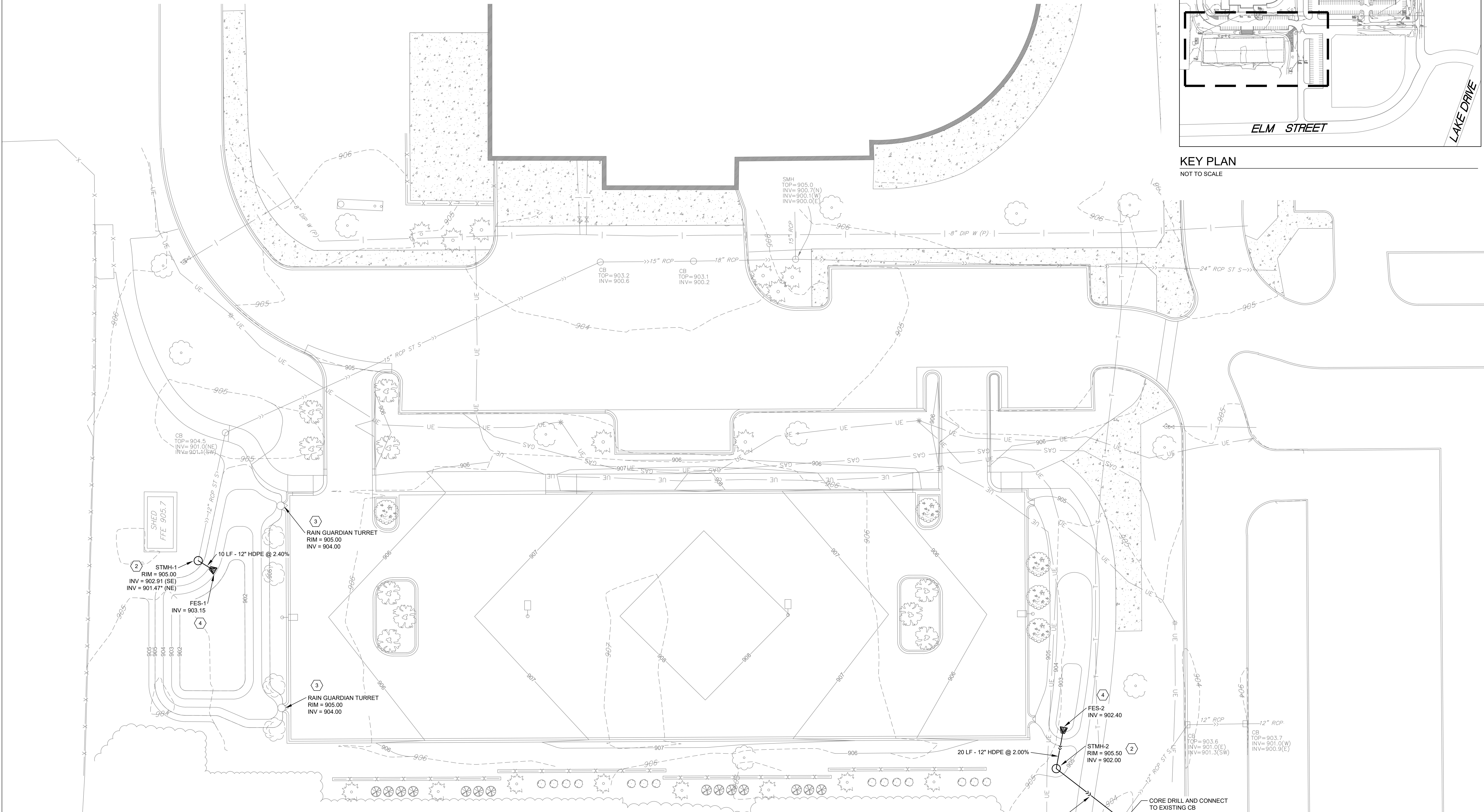
1. See Sheet C400 for Utility Notes.

**KEY NOTES**

1. INSTALL NEW CASTING ON EXISTING STRUCTURE, SEE DETAIL 5/C501
2. NEW STORM SEWER MANHOLE, SEE DETAIL 6/C501
3. NEW RAIN GUARDIAN STRUCTURE, SEE DETAIL 3/C502
4. NEW HDPE FLARED END SECTION, SEE DETAIL 10/C501



**KEY PLAN**  
NOT TO SCALE



**CENTENNIAL MIDDLE SCHOOL ISD#12  
TENNIS COURT RELOCATION  
AND PARKING LOT ADDITION**

399 ELM STREET  
LINO LAKES, MN 55014

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINTED NAME: JUSTIN NIELSEN, P.E.  
SIGNATURE: *[Signature]*  
DATE: 03/14/2023 REG. NO. 52687

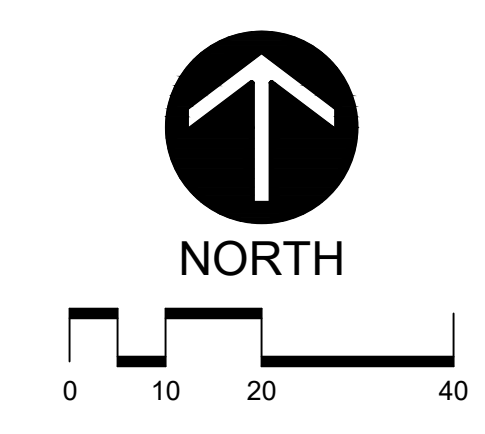
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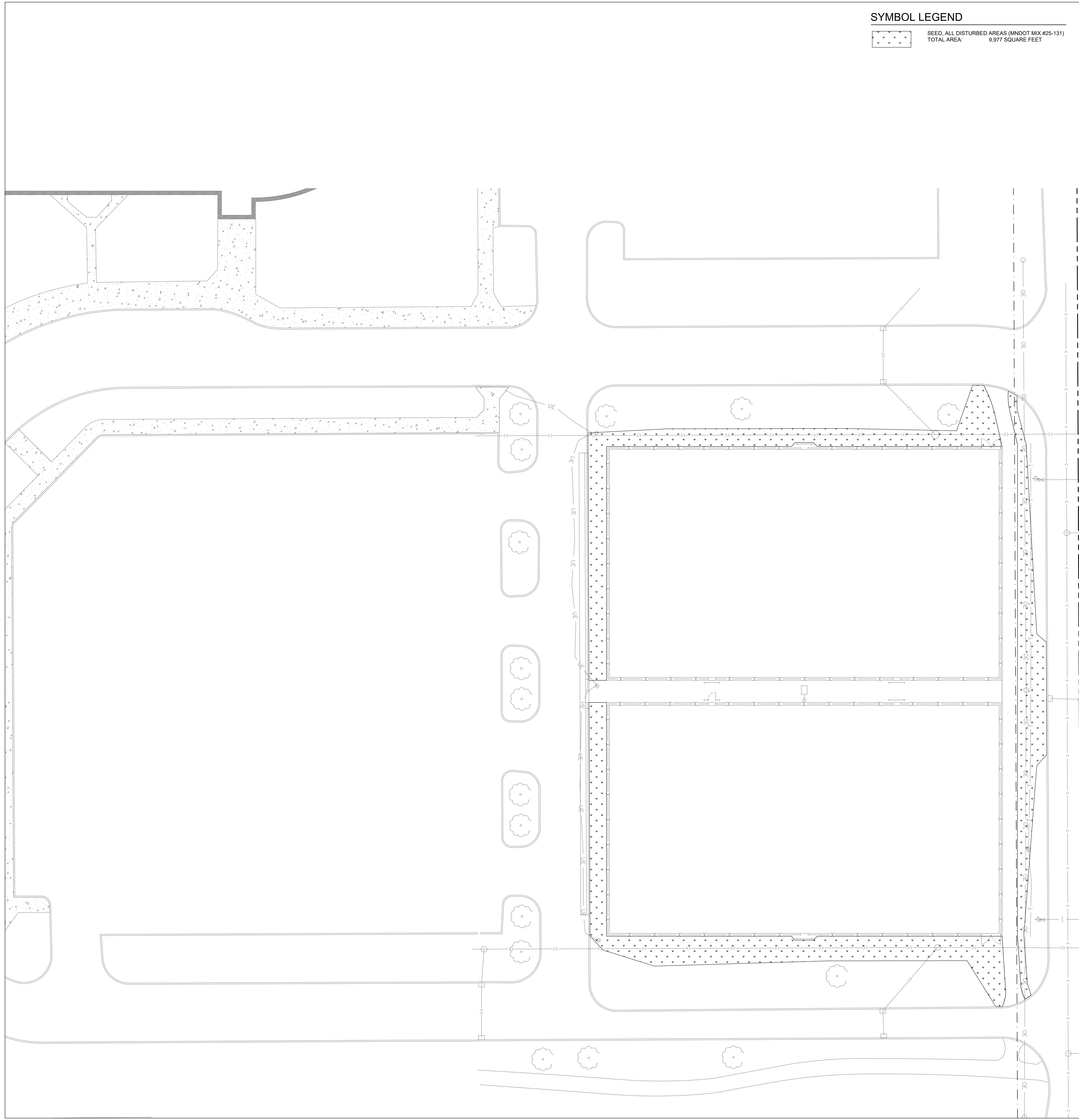
**CONSTRUCTION DRAWINGS**

DATE 03-14-2023 PROJECT # 1222066.000  
DRAWN BY KK/JM CHECKED BY MH

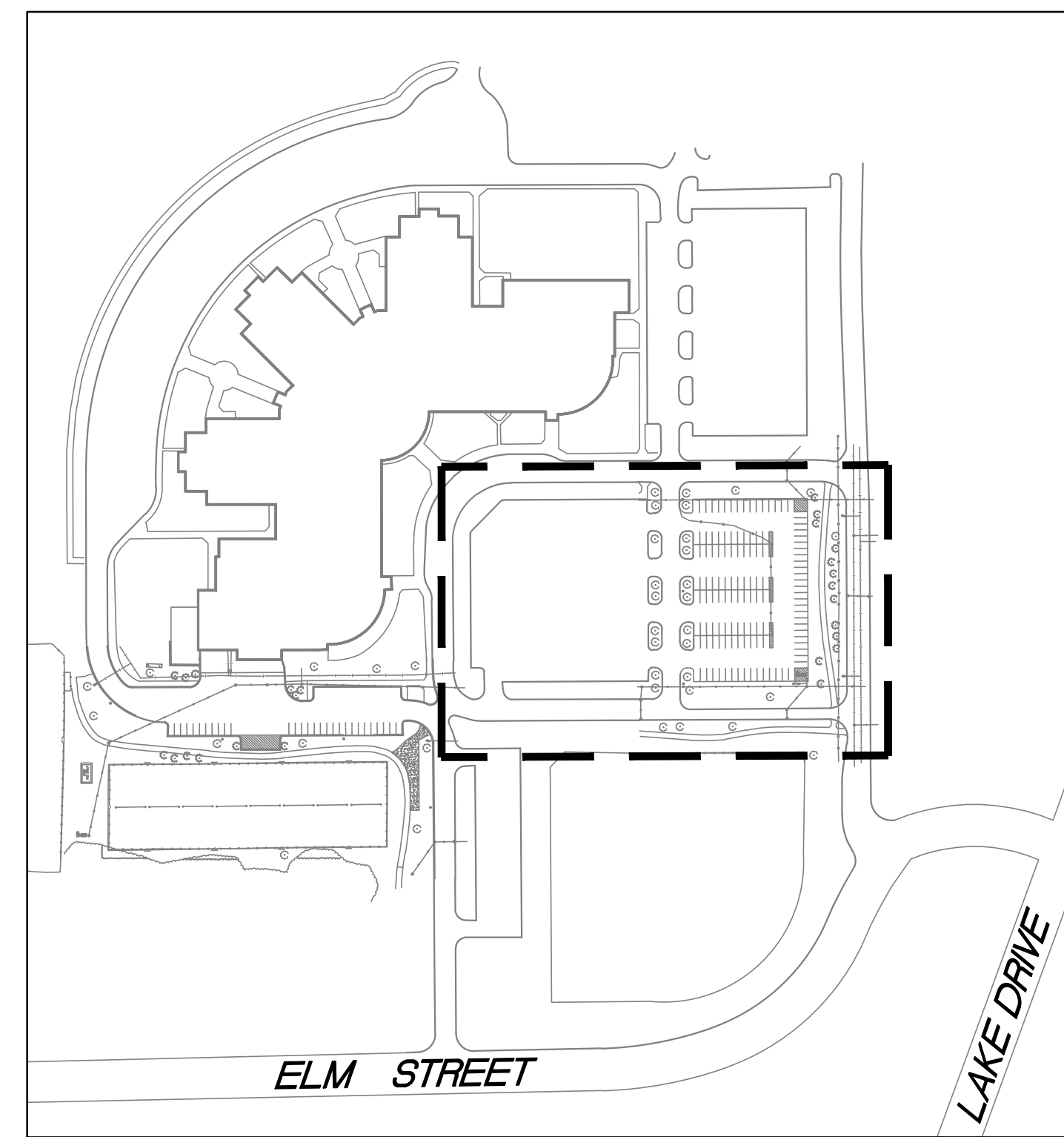
DRAWING TITLE  
**PARKING LOT ADDITION  
UTILITY PLAN**

DRAWING NUMBER  
**C401**  
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**SYMBOL LEGEND**  
 SEED, ALL DISTURBED AREAS (MNDOT MIX #25-131)  
 TOTAL AREA: 9,977 SQUARE FEET



**KEY PLAN**  
 NOT TO SCALE

**LANDSCAPING NOTES**

- Landscape Contractor is responsible for coordination with other contractors to protect the new improvements during landscape work activities. Report any damage to the Construction Manager immediately.
- Plant size and species substitutions must be approved in writing prior to acceptance in the field.
- Landscape Contractor is responsible for ongoing maintenance of all newly installed material until time of owner acceptance. Any acts of vandalism or damage which may occur prior to owner acceptance shall be the responsibility of the contractor. Contractor shall provide the owner with a maintenance program including, but not limited to, pruning, fertilization and disease/pest control.
- Landscape Contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.
- Landscape Contractor shall guarantee newly planted material through one calendar year from the date of written owner acceptance. Plants that exhibit more than 10% die-back damage shall be replaced at no additional cost to the owner. The contractor shall also provide adequate tree wrap and deer/rodent protection measures for the plantings during the warranty period.
- All trees not planted in landscaped areas shall have shredded hardwood mulch placed around the tree at 4" diameter and 6" deep.
- Restore all disturbed turf areas with 4" of good quality topsoil and seed, as indicated. Topsoil shall not be placed in infiltration basin. For infiltration basin area refer to detail 1/C502 for construction and restoration.

**NEXUS SOLUTIONS®**

MADISON, WI  
 MILWAUKEE, WI  
 MAPLE GROVE, MN

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**Larson Engineering, Inc.**  
 3524 Labore Road  
 White Bear Lake, MN 55110  
 651.481.9120 (f) 651.481.9201  
 www.larsonengr.com

**CENTENNIAL MIDDLE SCHOOL ISD#12  
 TENNIS COURT RELOCATION  
 AND PARKING LOT ADDITION**

399 ELM STREET  
 LINO LAKES, MN 55014

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PRINTED NAME: JUSTIN NIELSEN, P.E.  
 SIGNATURE: *[Signature]*  
 DATE: 03/14/2023 REG. NO. 52687

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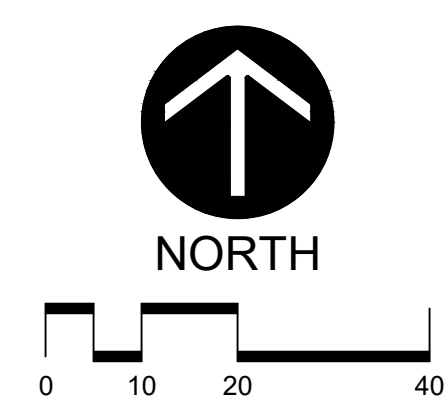
**CONSTRUCTION DRAWINGS**

DATE 03-14-2023 PROJECT # 1222066.000  
 DRAWN BY KK/JM CHECKED BY MH

DRAWING TITLE  
**TENNIS COURT  
 RELOCATION  
 LANDSCAPE PLAN**

DRAWING NUMBER  
**C600**

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**PARKING LOT LANDSCAPING**

TOTAL PARKING = 134 STALLS

**CANOPY COVER :**

42,662 SF (VEHICLE HARDSCAPE) X 0.4 = 17,064 SQUARE FEET (REQUIRED)  
 INTERIOR ISLANDS (6 TREES @ 1200 SF) = 7,200 SQUARE FEET  
 INTERIOR ISLANDS (2 TREES @ 950 SF) = 1,900 SQUARE FEET  
 WITHIN 7' OF HARDSCAPE (11 TREES @ 600 SF) = 6,600 SQUARE FEET  
 EXISTING 12+ DBH WITHIN 7' OF HARDSCAPE = 1,425 SQUARE FEET  
**TOTAL PROVIDED = 17,125 SQUARE FEET**

**SYMBOL LEGEND**

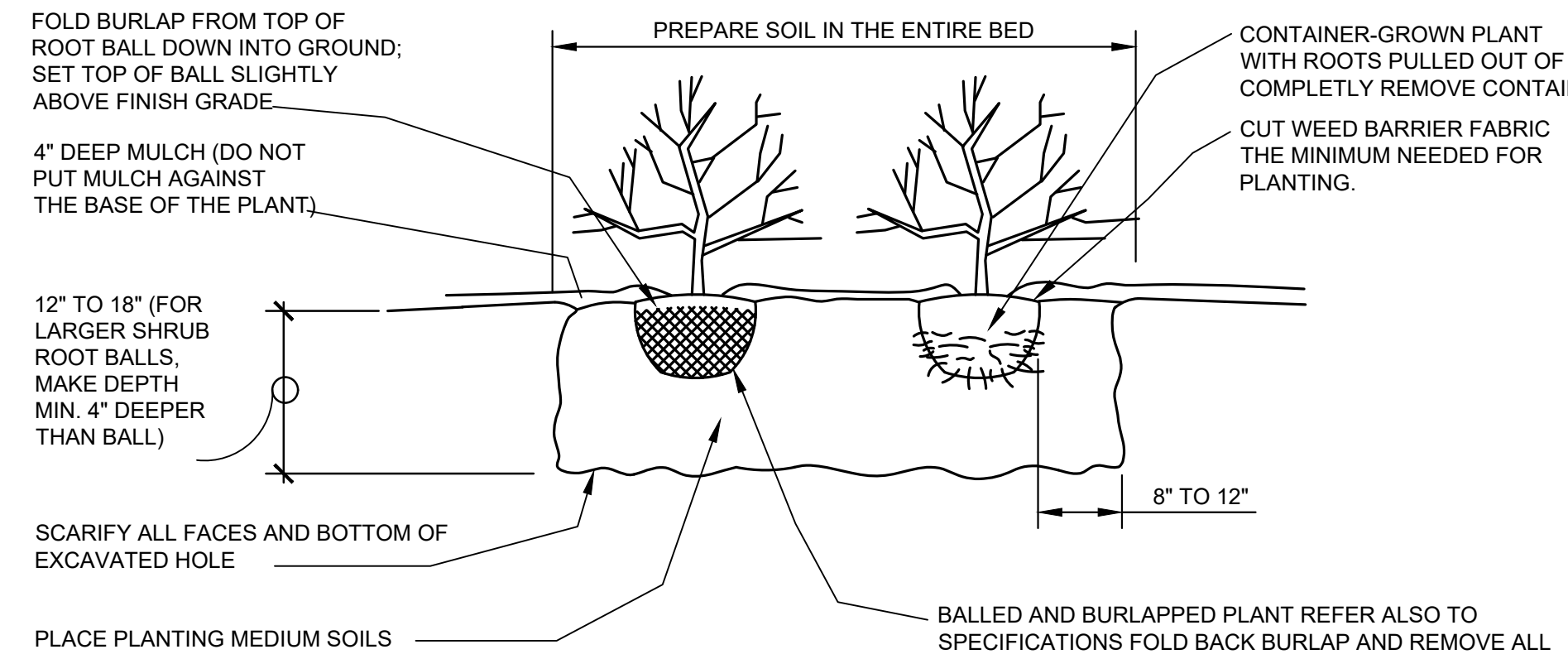
- STORMWATER SEED MIX (MNDOT MIX #33-261)  
TOTAL AREA: 2,534 SQUARE FEET
- SEED, ALL DISTURBED AREAS (MNDOT MIX #25-131)  
TOTAL AREA: 26,531 SQUARE FEET

**TREE PLANTING SCHEDULE**

|                         | QTY | COMMON NAME        | BOTANICAL NAME               | SIZE       | CONTAINER |
|-------------------------|-----|--------------------|------------------------------|------------|-----------|
| <b>DECIDUOUS TREES</b>  |     |                    |                              |            |           |
| -                       | 10  | Sienna Glen Maple  | Acer x freemanii 'sienna'    | 2-1/2" Cal | B & B     |
| -                       | 5   | Autumn Blaze Maple | Acer x freemanii 'jefersred' | 2-1/2" Cal | B & B     |
| -                       | 4   | Swamp White Oak    | Quercus bicolor              | 2-1/2" Cal | B & B     |
| <b>CONIFEROUS TREES</b> |     |                    |                              |            |           |
| -                       | 8   | Black Hills Spruce | Picea glauca densata         | 6' Min.    | B & B     |

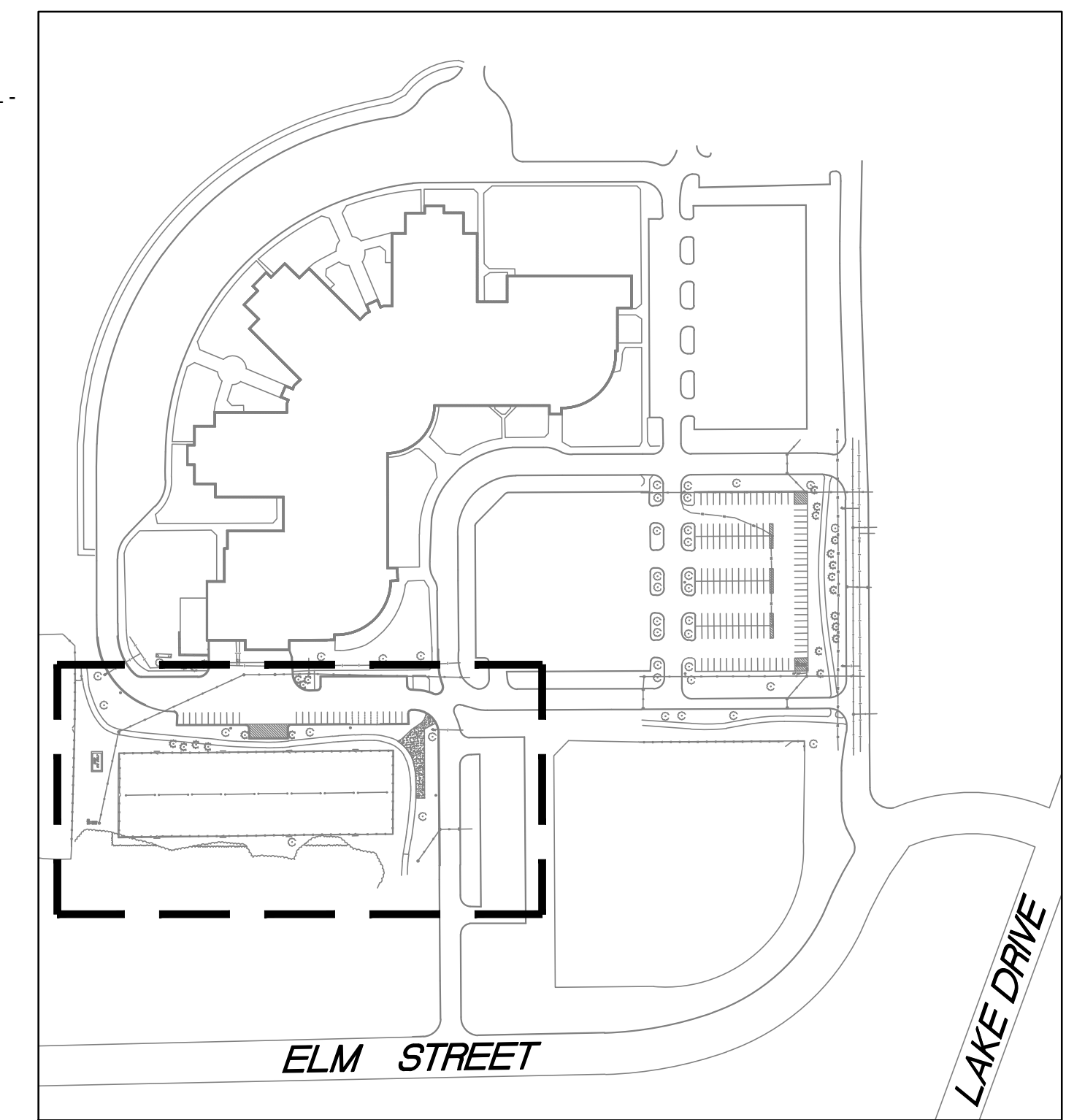
**SHRUB PLANTING SCHEDULE**

|   | QTY | COMMON NAME        | BOTANICAL NAME          | SIZE  | CONTAINER |
|---|-----|--------------------|-------------------------|-------|-----------|
| - | 14  | Highbush Cranberry | Viburnum trilobum       | No. 3 | POT       |
| - | 14  | Isanti Dogwood     | Cornus sericea 'isanti' | No. 3 | POT       |



- NOTES**
- FOR CONTAINER-GROWN SHRUBS, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS THAT CIRCLE THE PERIMETER OF THE CONTAINER.
  - INCORPORATE COMMERCIALY PREPARED MYCORRHIZA SPORES IN THE SOIL IMMEDIATELY AROUND THE ROOT BALL AT RATES SPECIFIED BY THE MANUFACTURER.
  - CONFIRM THAT WATER DRAINS OUT OF THE SOIL DURING THE PLACEMENT PHASE; ALTER DRAINAGE SYSTEMS AS REQUIRED.
  - IF PLANTS ARE TO BE PRUNED, BRANCHES SHALL BE PRUNED AT THE BRANCH BARK RIDGE, NOT FLUSH WITH THE BARK.

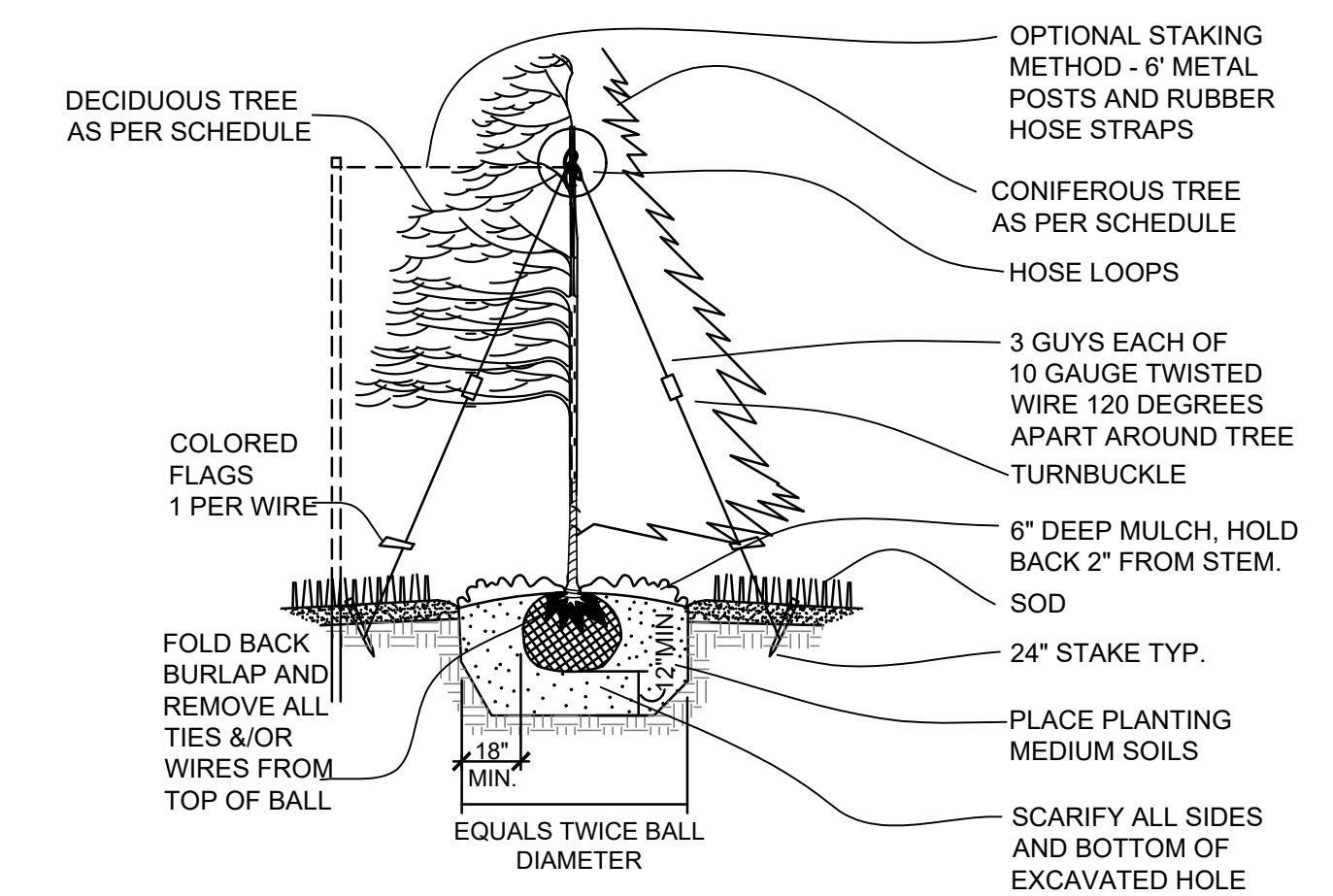
**1** SHRUB PLANTING DETAIL  
NOT TO SCALE



**KEY PLAN**  
NOT TO SCALE

**LANDSCAPING NOTES**

- Landscape Contractor is responsible for coordination with other contractors to protect the new improvements during landscape work activities. Report any damage to the Construction Manager immediately.
- Plant size and species substitutions must be approved in writing prior to acceptance in the field.
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**2** TREE PLANTING DETAIL  
NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINTED NAME: JUSTIN NIELSEN, P.E.  
SIGNATURE: *Justin Nielsen*  
DATE: 03/14/2023 REG. NO. 52687

| Date | Revision Description |
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**CONSTRUCTION DRAWINGS**

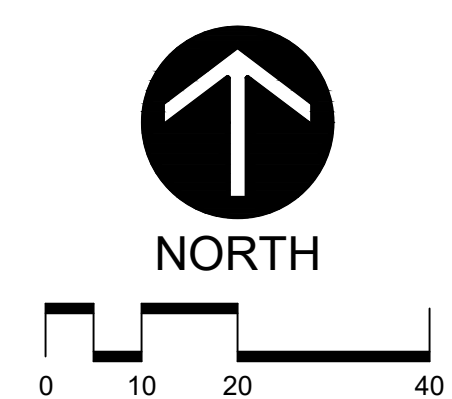
DATE 03-14-2023 PROJECT # 1222066.000  
DRAWN BY KK/JM CHECKED BY MH

DRAWING TITLE  
**PARKING LOT ADDITION  
LANDSCAPE PLAN**

DRAWING NUMBER

**C601**

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ELECTRICAL SPECIFICATIONS

26000 - GENERAL ELECTRICAL REQUIREMENTS

- A. General and supplementary conditions and Division 1 shall apply to all work specified herein.
- B. Scope of work: Complete all electrical work shown on these drawings and specified herein. Provide all equipment necessary to complete the work.
- C. The work indicated on these drawings and specifications consists of providing all labor, supervision, equipment, and materials necessary for and incidental to the installation of the complete electrical systems required by these drawings.
- D. Obtain and pay for all licenses and permits.
- E. The entire installation of the electrical systems shall be made in accordance with all ordinances, laws, regulations, and codes applicable to the work involved. If, in any instance, the plans conflict with such codes, the code shall take preference. This does not relieve the Contractor from complying with any requirements of the drawings that may be in excess of codes and not contrary to same. Applicable codes include, but are not limited to, the following:
  1. National Electrical Code.
  2. Local codes with amendments.
  3. National Fire Protection Association (NFPA).
  4. International Building Code (IBC).
  5. International Fire Code (IFC).
  6. Life Safety Code NFPA 101.
  7. OSHA.
- F. The Contractor shall visit the site prior to submitting a bid to become familiar with the job conditions. No extra payment will be allowed for items that could have been anticipated from a site visit.
- G. Jobsite Safety: This Contractor shall be solely responsible for the safety of their employees, personnel, and equipment throughout construction and for both normal working hours and after hours. It is the responsibility of the Contractor to implement adequate safety measures and to enforce those measures.
- H. All material shall be new, free of defects, of the quality specified, and conform to NFPA, NEMA, UL, and ANSI standards in every case where such a standard has been established for the particular type of material.
  1. Equipment shall be listed by UL, ETL, or as approved by the Authority Having Jurisdiction.
  2. Equipment shall be seismic rated as required for the installation.
- I. Where the term "Provide" is used it shall mean to furnish and install complete ready for use.
- J. Shop drawing data shall include, but not be limited to: manufacturer, catalog number, and trade name; electrical characteristics and performance data; dimensions; descriptive material; and other items as specified herein. Provide shop drawings as required by General Contractor.
  1. 260533 In-Ground Pullboxes.
  2. 265000 Light Fixtures and Poles.
- K. This Contractor shall make provisions for delivery and safe storage of materials during all phases of construction. Equipment shall be stored in the same type of environment it is rated for.
- L. All work shall be neat, follow industry standards (NECA), and complete in both effectiveness and appearance. All work shall be executed by persons licensed and skilled in the trade.
- M. This Contractor shall guarantee all equipment, material, and workmanship for a period of one year from date of final certificate. Any defects in electrical equipment, workmanship, or material that may appear to cause trouble of any kind shall be remedied at no cost to the Owner during guarantee period.
- N. The drawings indicate the extent and general layout of the electrical systems and are intended to be as accurate as planning can determine at the scale shown for estimating purposes only. Field verification of dimensions, locations, and construction details is required. Review appropriate drawings, make field measurements and adjust work to suit the conditions encountered. Electrical drawings are diagrammatic but shall be followed closely as actual construction of other trades will permit.
- O. Coordinate work with building elements and other trades. Refer to Architectural, Structural, and Mechanical Drawings.
- P. This Contractor shall maintain one set of drawings at the job site to be used as a master copy for record drawings. All changes and deviations shall be clearly marked and noted by colored pencil. These drawings shall be submitted to the Architect upon project completion.
- Q. Cutting, fitting, and repairing which may be required for this work shall be done by skilled personnel. When cutting is required it shall be done in a manner as to not weaken walls or floors. Concrete and masonry shall be cut with a diamond core-drill or concrete saw. When patching is required, it shall be completed to match existing finishes.
- R. This Contractor shall be responsible for trenching, excavating, and backfilling as required for electrical work included in this project. Excavation shall be backfilled with appropriate material and thoroughly tamped. Provide all shoring and bracing necessary to perform work and as required for safety.
- S. This Contractor shall be responsible for replacing and/or repairing items damaged (i.e. streets, sidewalks, existing floors, finished areas, etc.) coincidental to work being performed.
- T. Seal all penetrations through walls and floors with appropriate sealant. Fire rated sealant shall be used to seal penetrations through fire-rated walls/floors.
- U. Provide proper installation as required to comply with seismic zone and local requirements.
- V. Test all equipment installed for proper operation. Provide written verification of test results of various systems as required by inspecting authorities and as specified herein.

260519 - WIRE AND CABLE

- A. Conductors shall be annealed copper having a conductivity of not less than 98% of pure copper and shall be properly insulated for 600 volt service. Insulation shall be type THHN/THWN or XHHW/ZHHW-2.
- B. Conductors No. 10 AWG and smaller shall be solid. Conductors No. 8 AWG and larger shall be stranded.
- C. The minimum conductor size shall be No. 12 AWG, unless noted otherwise on drawings. Larger sizes shall be used as indicated on drawings or as required by the NEC.
- D. Connectors shall be solderless, screw-on, pressure cable type, 600-volt, 105 degree C, with integral insulation skirt to completely cover the wire strips.
- E. Installation: Pull all cables in a single conduit together. Splices and terminations shall be mechanically and electrically secure. Make splices in outlet boxes or junction boxes only.

260526 - GROUNDING

- A. Provide a ground conductor in each raceway. Ground conductors shall be insulated copper with the same insulation type as other conductors contained within the raceway. Provide ground bushing/clamps as required by Code.
- B. Ground systems in accordance with the NEC. Install a code-sized insulated grounding conductor in all raceways for power circuits.

260533 - RACEWAYS AND BOXES

- A. EMT shall be galvanized on the outside and coated on the inside with a protective lubricant and interconnected with water-tight compression ring type steel fittings. Set-screw fittings are acceptable indoors where not susceptible to water.
- B. Rigid Steel: Hot dipped galvanized and interconnected with watertight compression fittings.
- C. PVC Conduit: Schedule 40 heavy wall type, 90 degree C wire rated for exposed, encased, and underground applications. Interconnect with solvent welded fittings.
- D. Liquid-tight flexible conduit: Galvanized with a PVC jacket with rain-tight compression ring type steel fitting. Use for motor connections.
- E. Application: Use appropriate raceway for the application and as required and/or allowed by Code. Use flexible conduit for final connection to motors and equipment where equipment vibration is present.
- F. Install and support raceways in accordance with manufacturer's requirements and the NEC.
- G. Boxes: 4-inch square, 14 gauge galvanized steel with knockouts except for exterior locations. Exterior shall be weatherproof type, suitable for the application with or as shown on the drawings.
- H. Junction and pull boxes shall be code-gauge (or heavier if required for the application) galvanized sheet steel with screw type covers. Covers for flush junction boxes shall match surrounding device covers. Pull boxes installed in finished spaces shall be the flush-mount type with trim, hinged door, and flush latch and lock. Weather proof covers. Boxes shall be sized per Code.
- I. Equipment enclosures shall be sized appropriately for equipment it encloses and to comply with the NEC. Enclosures shall be as manufactured by Hoffman or equivalent.

265000 - LIGHT FIXTURES

- A. Fixtures indicated on fixture schedule indicate the type and quality of fixtures to be provided. Equivalent products by other manufacturers and future substitutions is only permitted based on Engineer approval.
- B. Electrical Contractor shall receive and install light fixtures indicated to be provided by Owner.
- C. Fixtures shall be installed per manufacturer's recommendations and in compliance with applicable codes. Provide all necessary accessories including j-boxes, mounting screws, extra supports, etc. for a complete system.
- D. Provide poles as specified on the drawings. Poles shall be manufactured and installed to withstand wind loads for the area in which installed or greater if noted on the Light Fixture Schedule.
  1. Poles shall be equipped with a handhole and ground lug.
  2. Provide anchor bolts and base covers for outdoor and site lighting. Anchor bolts shall be concealed and not visible after installation.
- E. Store and protect poles from damage. Inspect poles prior to installation for damage, flaws in paint, etc. Provide factory touch-up paint to repair scratches, etc. to original condition.
- F. Provide all equipment necessary to properly install light pole bases, light poles, and fixtures.
- K. If required by local jurisdiction of project, Contractor/Manufacturer shall provide pole base designed by a professional structural engineer licensed in the state of project location. Pole base design shall be applicable to project location and comply with state and local requirements.
- L. Clean all fixtures prior to final acceptance. Test all fixtures for proper operation. Replace defective fixtures.

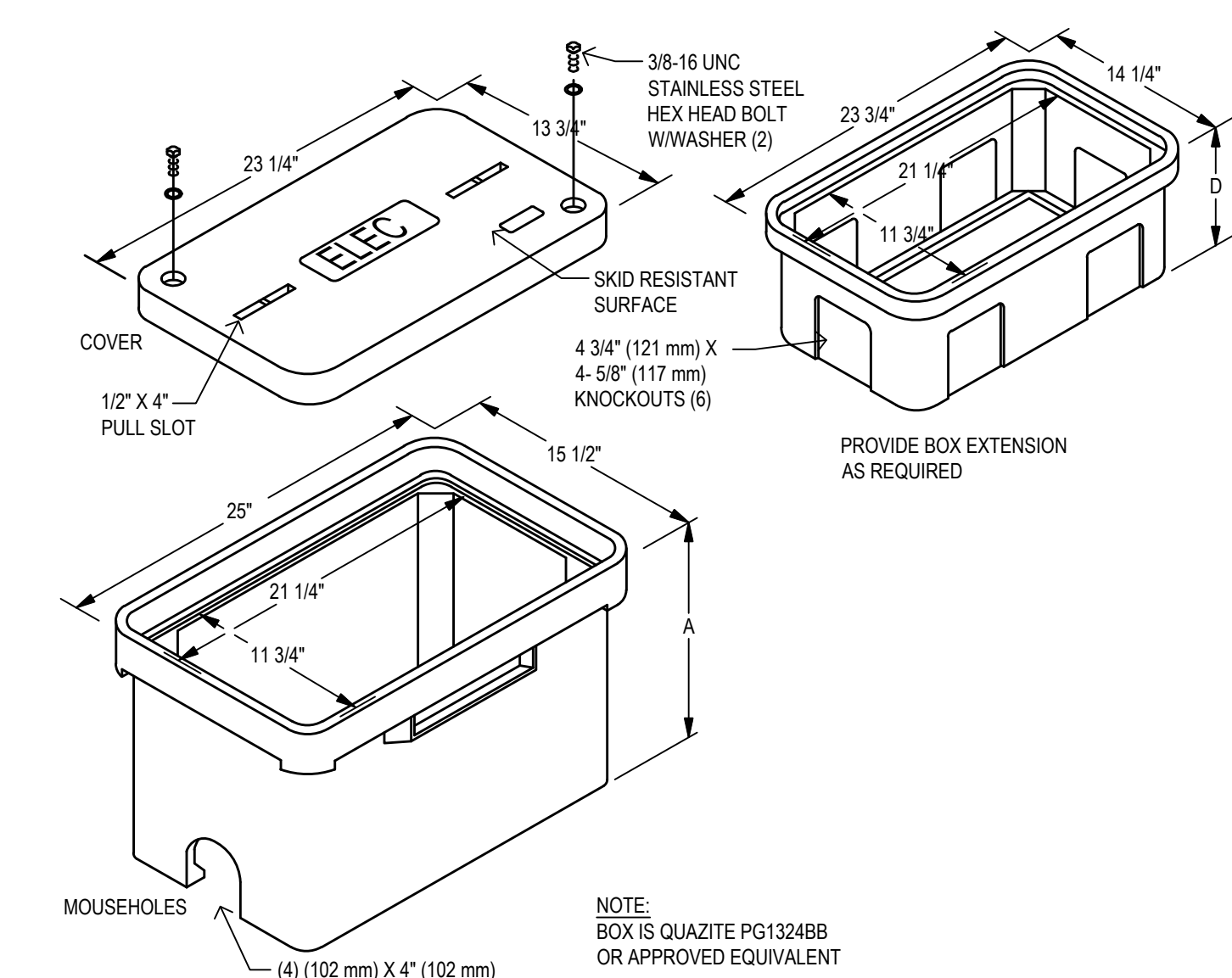
| ELECTRICAL SYMBOLS LEGEND |  |
|---------------------------|--|
| SYMBOL                    | DESCRIPTION  |
| LIGHTING                  |  |
|                           | POLE LIGHT, ARM MOUNTED  |
|                           | POLE LIGHT, TOP MOUNTED  |
| POWER                     |  |
|                           | JUNCTION BOX   |
|                           | UNDERGROUND ELECTRICAL CONDUIT   |
| ANNOTATION                |  |
|                           | HOMERUN - TEXT DESIGNATES PANEL AND CIRCUIT NUMBERS, NUMBERS SEPARATED BY COMMAS INDICATE SEPARATE BREAKERS, NUMBERS SEPARATED BY HYPHEN INDICATE MULTI-POLE BREAKERS. CONDUCTORS SHALL BE #12 AWG IN A 3/4" CONDUIT UNLESS NOTED OTHERWISE. LONG HASH MARKS INDICATE NEUTRAL CONDUCTORS, SHORT HASH MARKS INDICATE NUMBER OF PHASE CONDUCTORS. NO HASH MARKS INDICATE 3Ø/12 IN A 3/4" C. PROVIDE A CODE-SIZED GROUND IN EACH CONDUIT. |
|                           | UPPER CASE LETTER INDICATES FIXTURE TYPE SEE LIGHT FIXTURE SCHEDULE  |
|                           | LOWER CASE LETTER INDICATES CONTROL NUMBER INDICATES CIRCUIT   |
|                           | SHEET NOTE   |
|                           | REVISION INDICATOR   |
|                           | DETAIL VIEWPORT TITLE  |
|                           | SECTION CUT  |

| ELECTRICAL DRAWING INDEX |  |
|--------------------------|--|
| E001                     | ELECTRICAL SYMBOLS LEGEND                                  |
| E101                     | EXISTING TENNIS COURT AREA / NEW PARKING LOT - ELECTRICAL  |
| E102                     | EXISTING EAST PARKING LOT / NEW TENNIS COURTS - ELECTRICAL |
| E103                     | NEW PARKING LOT AND TENNIS COURTS - PHOTOMETRICS           |

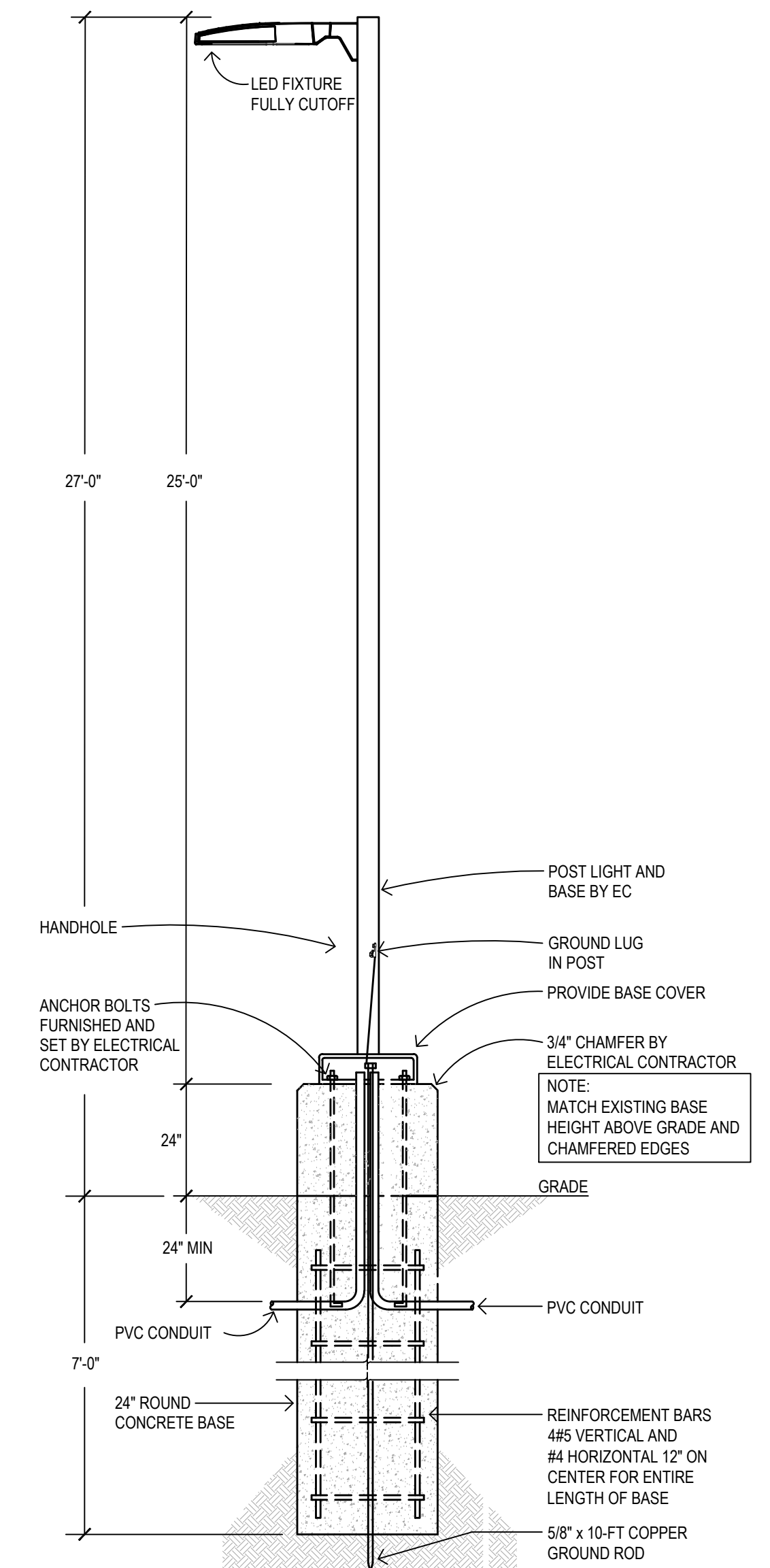
| ABBREVIATIONS FOR ELECTRICAL |                                |      |                          |
|------------------------------|--------------------------------|------|--------------------------|
| A                            | AMPERES                        | KW   | KILOWATT                 |
| AC                           | ABOVE COUNTER                  | KVA  | KILOVOLT-AMPERE          |
| AF                           | AMP-FUSE                       |      |                          |
| AFC                          | AVAILABLE FAULT CURRENT        | MCB  | MAIN CIRCUIT BREAKER     |
| AFF                          | ABOVE FINISHED FLOOR           | MLO  | MAIN LUG ONLY            |
| AIC                          | AMPERE INTERRUPTING CURRENT    | MSB  | MAIN SWITCHBOARD         |
| AL                           | ALUMINUM                       | MFR  | MANUFACTURER             |
| AHJ                          | AUTHORITY HAVING JURISDICTION  | MTG  | MOUNTING                 |
| C                            | CONDUIT                        | N    | NEUTRAL                  |
| CB                           | CIRCUIT BREAKER                | N1   | NEMA 1                   |
| CBIC                         | CIRCUIT BREAKER                | NSB  | NEMA 3R                  |
| CD                           | CANDELA                        | NF   | NON-FUSED                |
| CU                           | COPPER                         | PH Ø | PHASE                    |
| EC                           | ELECTRICAL CONTRACTOR          | P    | POLE                     |
| E                            | EMERGENCY                      | RMC  | RIGID METAL CONDUIT      |
| EMT                          | ELECTRICAL METALLIC TUBING     | SES  | SERVICE ENTRANCE SECTION |
| ENT                          | ELECTRICAL NON-METALLIC TUBING | US   | UNDERGROUND              |
| EX                           | EXISTING                       | UNO  | UNLESS NOTED OTHERWISE   |
| F                            | FUSE                           | V    | VOLT                     |
| G                            | GROUND                         | VA   | VOLT-AMPS                |
| GFI                          | GROUND FAULT                   | W    | WIRE                     |
| GFCI                         | CIRCUIT INTERRUPTER            | WG   | WIRE GUARD               |
| HD                           | HEAVY DUTY                     | WP   | WEATHERPROOF             |
| H                            | HOT                            |      |                          |
| HT                           | HEIGHT                         |      |                          |
| LTS                          | LIGHTS                         |      |                          |

| LIGHT FIXTURE SCHEDULE |  |              |                                     |            |       |                |          |          |       |
|------------------------|--|--------------|-------------------------------------|------------|-------|----------------|----------|----------|-------|
| TYPE                   | DESCRIPTION  | MANUFACTURER | CATALOG NUMBER                      | VOLTAGE    | LAMPS |                | MOUNTING | LOCATION | NOTES |
|                        |  |              |                                     |            | QTY   | TYPE           |          |          |       |
| AA2                    | SINGLE HEAD PARKING AREA POLE LUMINAIRE, TYPE 2 DISTRIBUTION DARK BRONZE | LITHONIA     | DSX2 LED P2 40K T2S MVOLT SPA DDBXD | MVOLT 195W | 24    | 127L LED 4000K | POLE     | SITE     | 1,2   |
| AA5                    | SINGLE HEAD PARKING AREA POLE LUMINAIRE, TYPE 5 DISTRIBUTION DARK BRONZE | LITHONIA     | DSX2 LED P3 40K T5W MVOLT SPA DDBXD | MVOLT 217W | 29    | 144L LED 4000K | POLE     | SITE     | 1,2   |

NOTES:  
 1. PROVIDE 6 INCH SQUARE, 25-FT STRAIGHT STEEL POLE RATED FOR 110 MPH WIND LOAD. PROVIDE VIBRATION DAMPENERS, ANCHOR BOLTS, AND BASE COVER. COLOR TO MATCH FIXTURE.  
 2. MCGRAW-EDISON GALLEON SERIES AND BEACON VIPER SERIES EQUIVALENT PRODUCTS ARE APPROVED FOR BIDDING.



1 IN-GROUND PULLBOX DETAIL  
NO SCALE



2 POLE BASE DETAIL  
NO SCALE

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MILWAUKEE, WI  
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**JB Electrical Design, P.C.**

Electrical Consulting Engineers  
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Maple Grove, MN 55369  
763.486.0965  
jrb@jbelectricaldesign.com  
IBED Proj. No. 2023-02  
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CENTENNIAL MIDDLE SCHOOL ISD #12  
TENNIS COURT RELOCATION  
AND PARKING LOT ADDITION

399 ELM STREET  
LINO LAKES, MN 55014

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINTED NAME: Jeffrey A. Blake  
 SIGNATURE: Jeffrey A. Blake  
 DATE: 02/07/2023 REG. NO. 41083

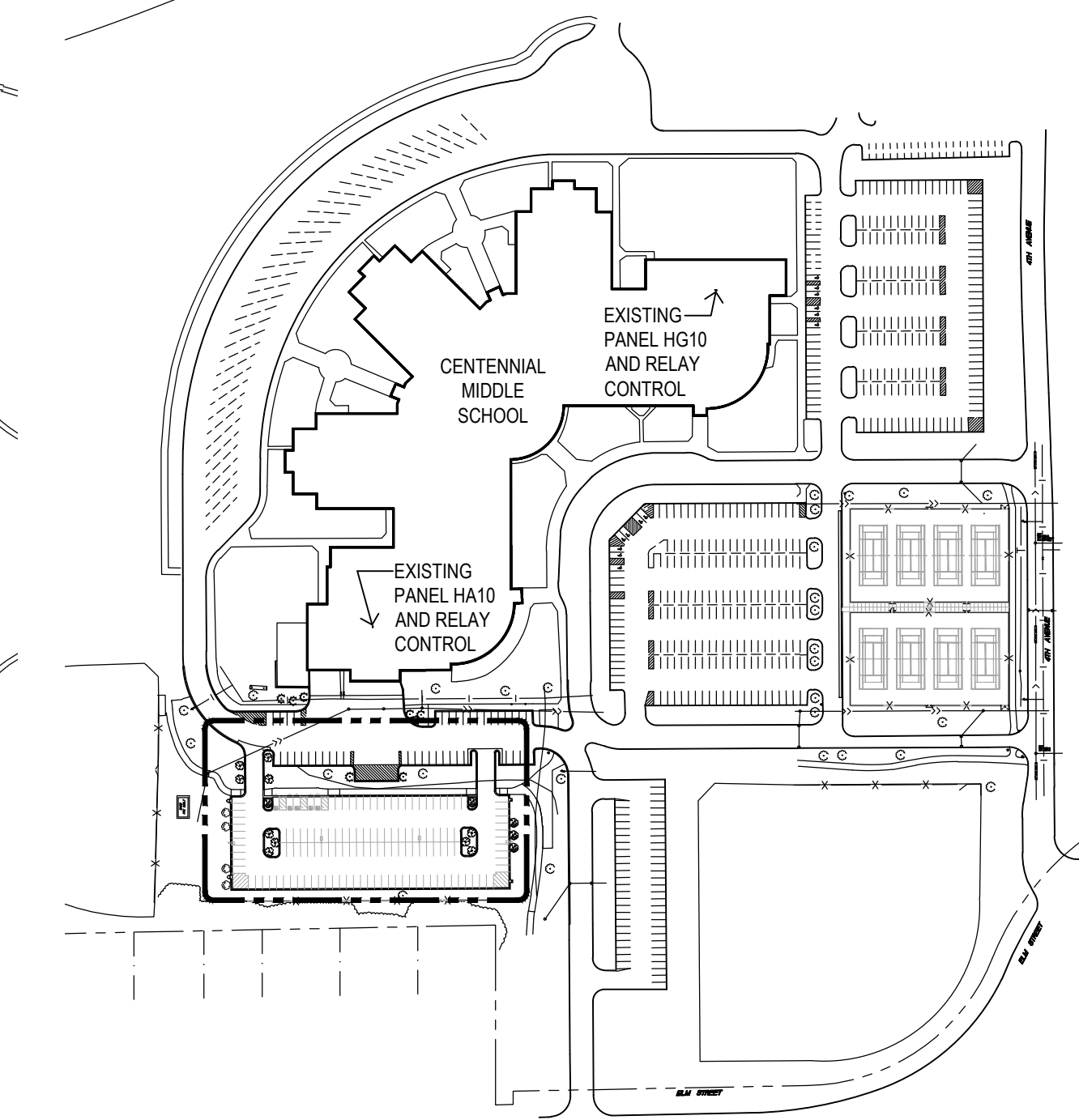
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| CONSTRUCTION DRAWINGS |            |                   |
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| DATE                  | 02-07-2023 | PROJECT # 2023-02 |
| DRAWN BY              | ROJB       | CHECKED BY JAB    |

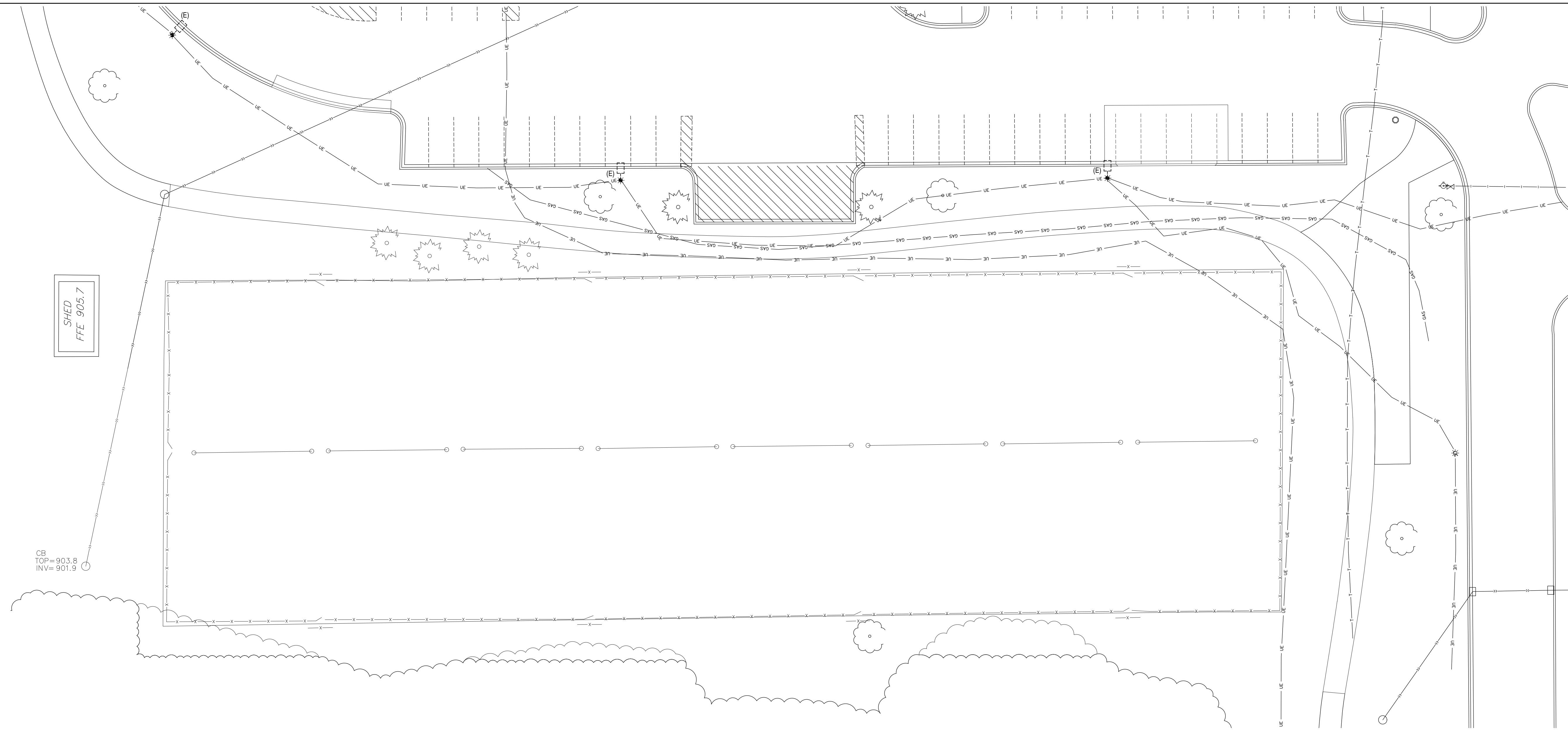
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**ELECTRICAL SYMBOLS LEGEND**

DRAWING NUMBER  
**E001**

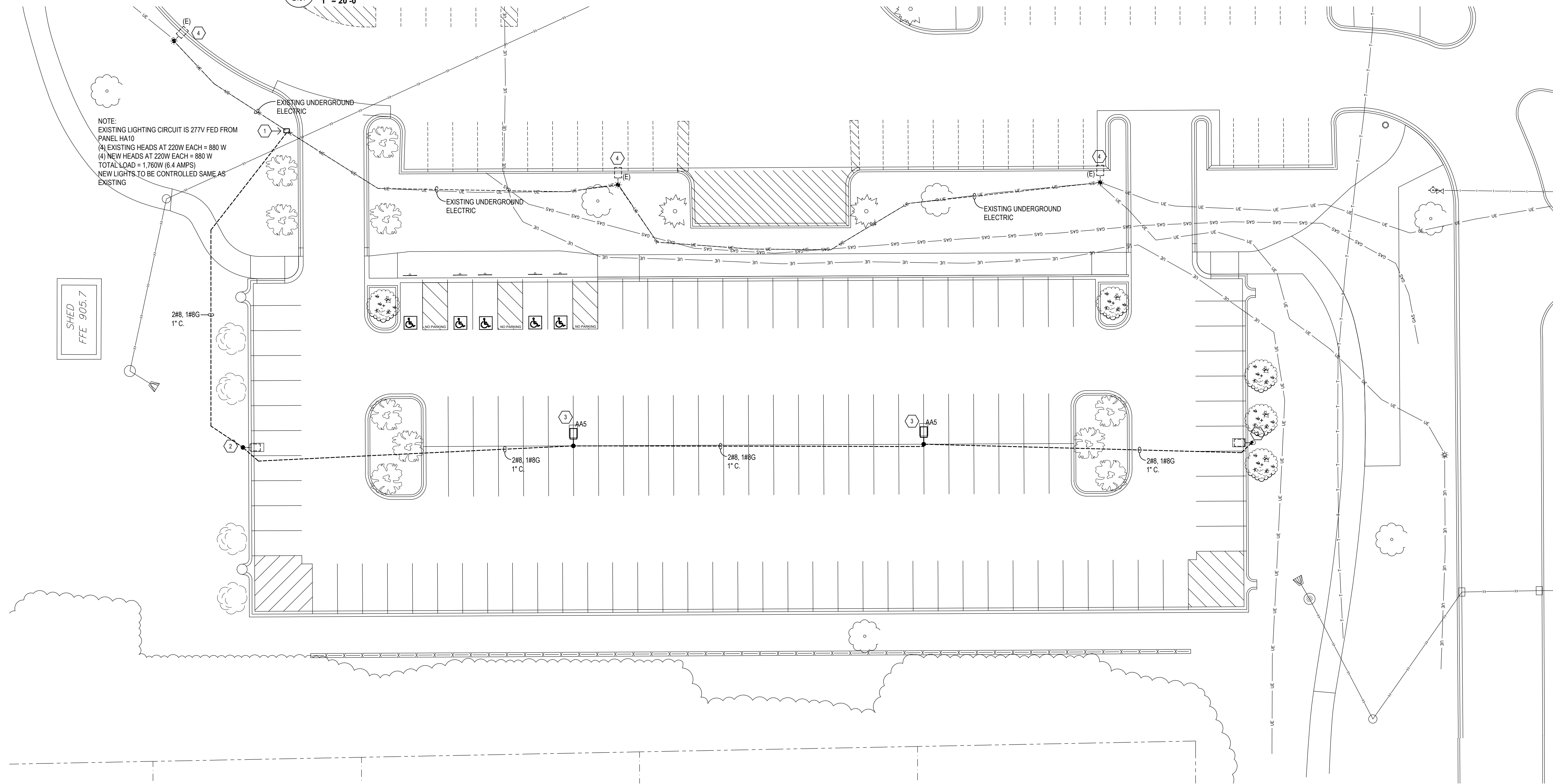
Nexus Solutions, LLC



**KEY PLAN**  
NO SCALE



**1 EXISTING TENNIS COURT AREA - ELECTRICAL DEMOLITION**  
1" = 20'-0"



**2 NEW PARKING LOT PLAN - ELECTRICAL**  
1" = 20'-0"

**SHEET NOTES**

- 1 PROVIDE AN IN-GROUND HANDHOLE TO INTERCEPT EXISTING LIGHTING BRANCH CIRCUIT. FIELD COORDINATE BEST LOCATION TO ACCOMMODATE EXISTING CONDITIONS AND CONDUIT ROUTING TO NEW LIGHTING POLES.
- 2 INSTALL EXISTING LIGHT POLE REMOVED FROM EAST PARKING LOT. PROVIDE NEW ANCHOR BOLTS AND CONCRETE BASE.
- 3 NEW LIGHT POLE. PROVIDE CONCRETE BASE.
- 4 EXISTING LIGHT POLE TO REMAIN. ENSURE FIXTURE OPERATES PROPERLY WHEN CONSTRUCTION IS COMPLETE.

**CENTENNIAL MIDDLE SCHOOL ISD #12**  
**TENNIS COURT RELOCATION**  
**AND PARKING LOT ADDITION**

399 ELM STREET  
 LINO LAKES, MN 55014

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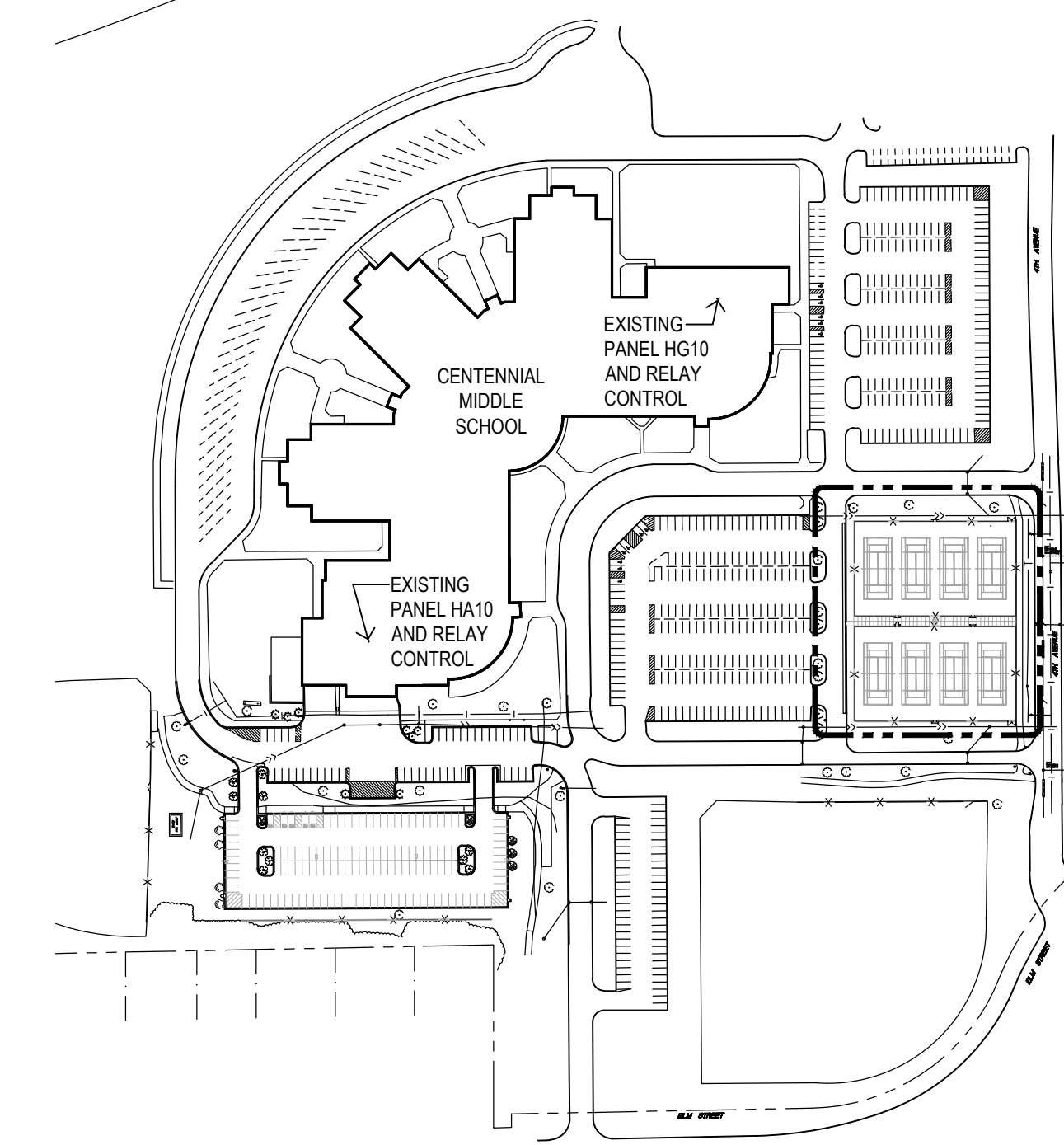
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**CONSTRUCTION DRAWINGS**

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|----------|------------|------------|---------|
| DATE     | 02-07-2023 | PROJECT #  | 2023-02 |
| DRAWN BY | ROJB       | CHECKED BY | JAB     |

DRAWING TITLE  
**EXISTING TENNIS COURT AREA  
 NEW PARKING LOT ELECTRICAL**  
 DRAWING NUMBER  
**E101**  
 © Nexus Solutions, LLC





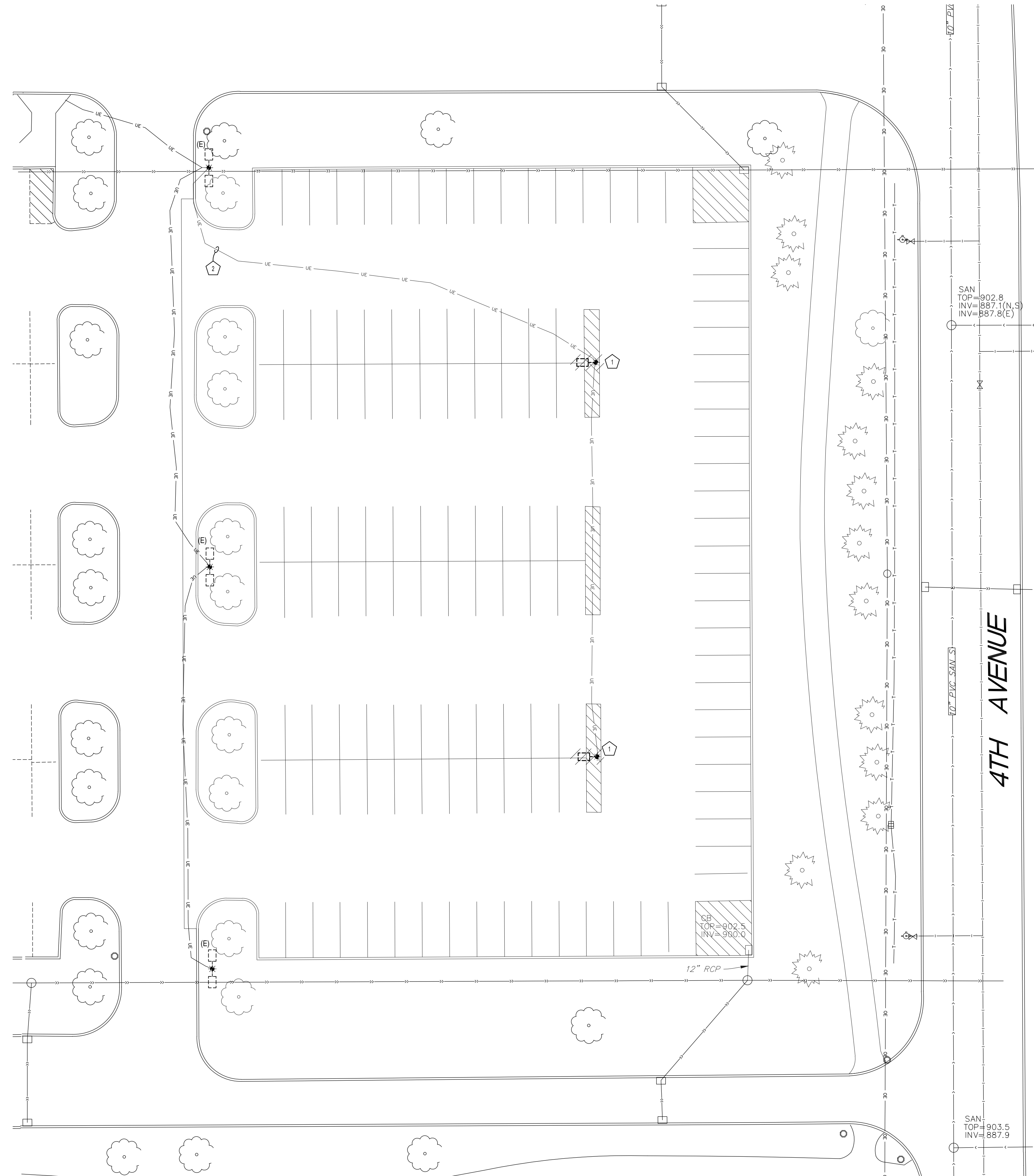
**KEY PLAN**  
NO SCALE

**DEMOLITION NOTES**

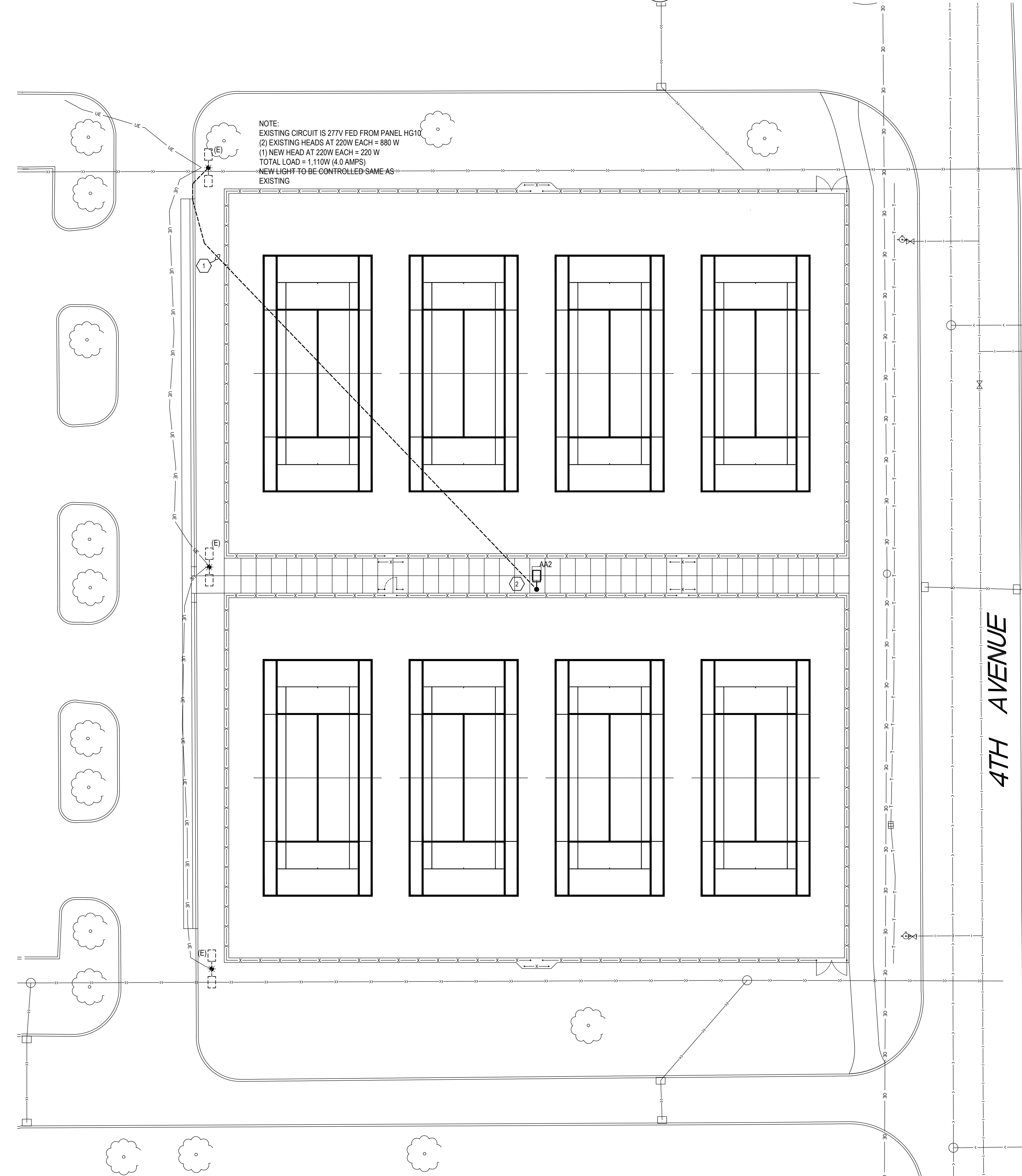
- DISCONNECT LIGHT POLE AND CAREFULLY REMOVE SO LIGHT POLE AND FIXTURE CAN BE REUSED AT NEW PARKING LOT.
- EXISTING CONDUIT TO BE REROUTED TO NEW POLE LOCATION. TRENCH WITHIN THIS AREA TO FIND THE EXISTING CONDUIT. REMOVE CONDUCTOR BACK TO LAST REMAINING POLE.

**SHEET NOTES**

- INTERCEPT EXISTING EXISTING CONDUIT AND EXTEND TO NEW LIGHT POLE. PROVIDE NEW CONDUCTOR FROM LAST REMAINING LIGHT POLE IN CIRCUIT TO NEW POLE. FEEDER TO BE 2#10, 1#10G, 1" C.
- NEW LIGHT POLE. PROVIDE CONCRETE BASE. SEE DETAIL 2/E01.



**1 EXISTING EAST PARKING LOT - ELECTRICAL DEMOLITION**  
1" = 20'-0"



**2 NEW TENNIS COURT PLAN - ELECTRICAL**  
1" = 20'-0"

NOTE:  
EXISTING CIRCUIT IS 277V FED FROM PANEL HG10  
(2) EXISTING HEADS AT 220W EACH = 880 W  
(1) NEW HEAD AT 220W EACH = 220 W  
TOTAL LOAD = 1,100W (4.0 AMPS)  
NEW LIGHT TO BE CONTROLLED SAME AS EXISTING

**CENTENNIAL MIDDLE SCHOOL ISD #12  
TENNIS COURT RELOCATION  
AND PARKING LOT ADDITION**

399 ELM STREET  
LINO LAKES, MN 55014

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**CONSTRUCTION DRAWINGS**

|          |            |            |         |
|----------|------------|------------|---------|
| DATE     | 02-07-2023 | PROJECT #  | 2023-02 |
| DRAWN BY | ROJB       | CHECKED BY | JAB     |

DRAWING TITLE  
**EXISTING EAST  
PARKING LOT  
NEW TENNIS COURTS  
ELECTRICAL**  
DRAWING NUMBER  
**E102**  
© Nexus Solutions, LLC

### D-Series Size 2 LED Area Luminaire



**Specifications**  
 EPA: 1.1 ft  
 Length: 40"  
 Width: 15"  
 Height 1: 7.14"  
 Height 2: 3.5"  
 Weight: 36lbs

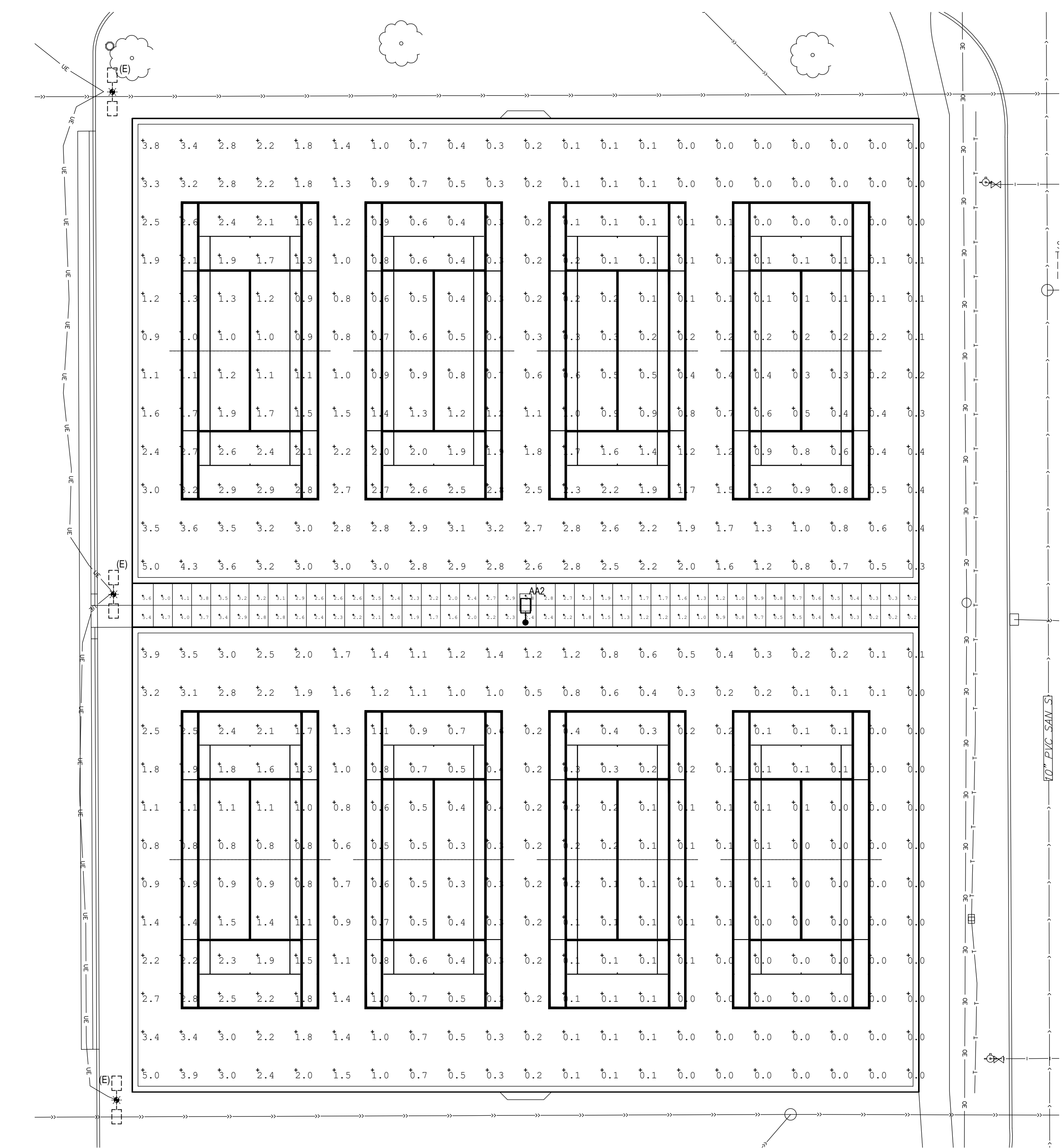
**Ordering Information**  
**EXAMPLE: DSX2 LED P7 40K T3M MVOLT SPA NLTAIR2 PIRNH DDBSD**

| Series   | LEDs | Color Temperature | Beam Spread | Mounting | Options |
|----------|------|-------------------|-------------|----------|---------|
| DSX2 LED | P7   | 40K               | T3M         | MVOLT    | SPA     |

**Performance Data**

**Lumen Output**

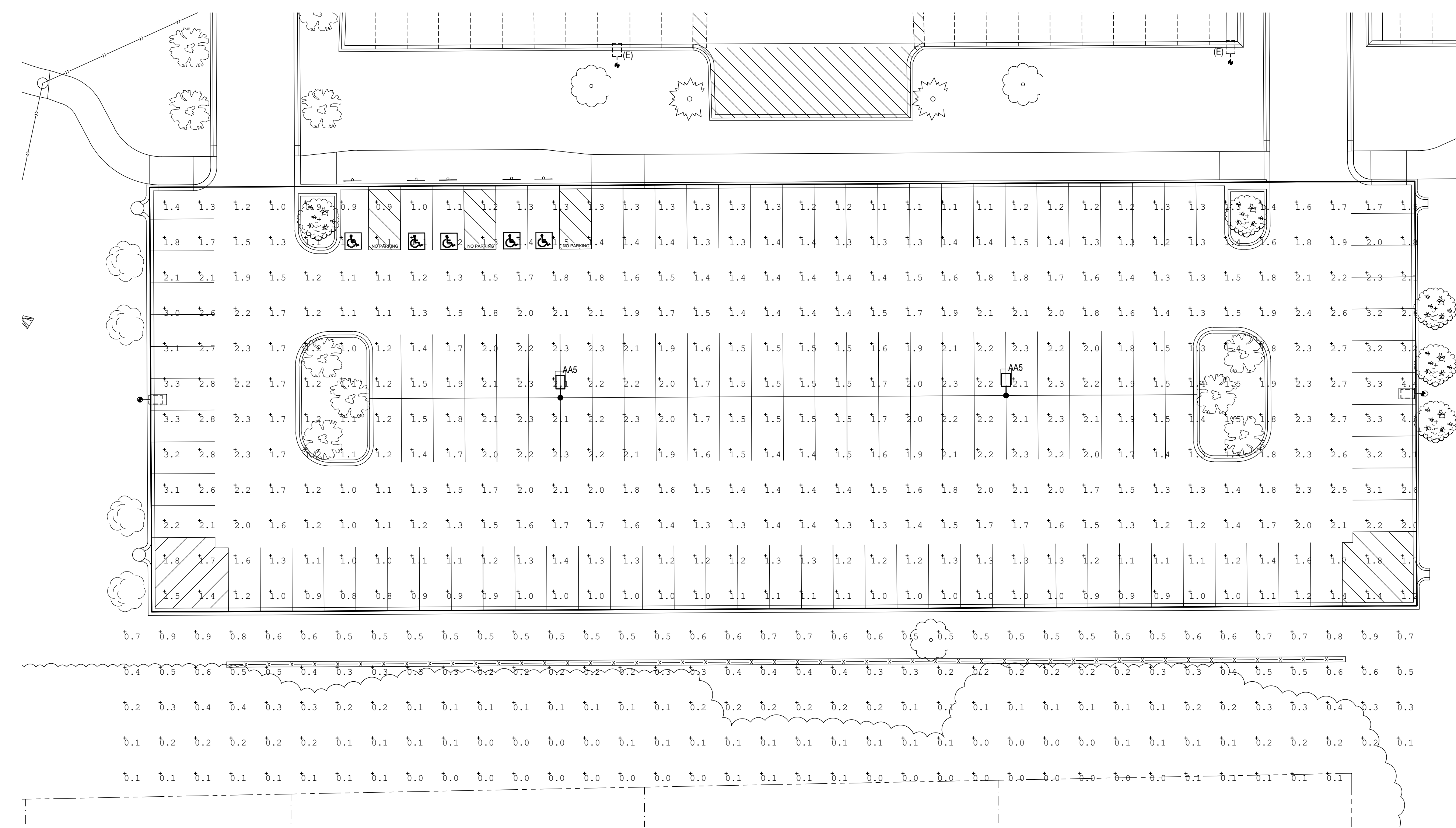
| LED Count | Power (W) | System Type | Beam Spread | Mounting | Options |
|-----------|-----------|-------------|-------------|----------|---------|
| 175       | 17.5      | P1          | 14W         | SP4      | SP4     |



NEW TENNIS COURT AREA - PHOTOMETRIC  
 1" = 20'-0"

Calculation Summary

| Label               | CalcType    | Units | Avg  | Max | Min | Avg/Min | Max/Min |
|---------------------|-------------|-------|------|-----|-----|---------|---------|
| Parking Lot         | Illuminance | Fc    | 1.64 | 4.4 | 0.8 | 2.05    | 5.50    |
| Pathway Top         | Illuminance | Fc    | 2.02 | 5.6 | 0.2 | 10.10   | 28.00   |
| South Property Line | Illuminance | Fc    | 0.26 | 0.9 | 0.0 | N.A.    | N.A.    |
| Tennis Court 1 Top  | Illuminance | Fc    | 0.73 | 5.0 | 0.0 | N.A.    | N.A.    |
| Tennis Court 2 Top  | Illuminance | Fc    | 1.19 | 5.0 | 0.0 | N.A.    | N.A.    |



NEW PARKING LOT PLAN - PHOTOMETRICS  
 1" = 20'-0"

CENTENNIAL MIDDLE SCHOOL ISD #12  
 TENNIS COURT RELOCATION  
 AND PARKING LOT ADDITION

399 ELM STREET  
 LINO LAKES, MN 55014

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| Date | Revision Description |
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CONSTRUCTION DRAWINGS

| DATE     | 02-07-2023 | PROJECT #  | 2023-02 |
|----------|------------|------------|---------|
| DRAWN BY | ROJB       | CHECKED BY | JAB     |

DRAWING TITLE  
 NEW PARKING LOT  
 AND TENNIS COURTS  
 PHOTOMETRICS

CENTENNIAL MIDDLE SCHOOL ISD#12  
TENNIS COURT RELOCATION  
AND PARKING LOT ADDITION

399 ELM STREET  
LINO LAKES, MN 55014

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PRINTED NAME: JUSTIN NIELSEN, P.E.  
SIGNATURE: *[Signature]*  
DATE: 03/14/2023 REG. NO. 52687

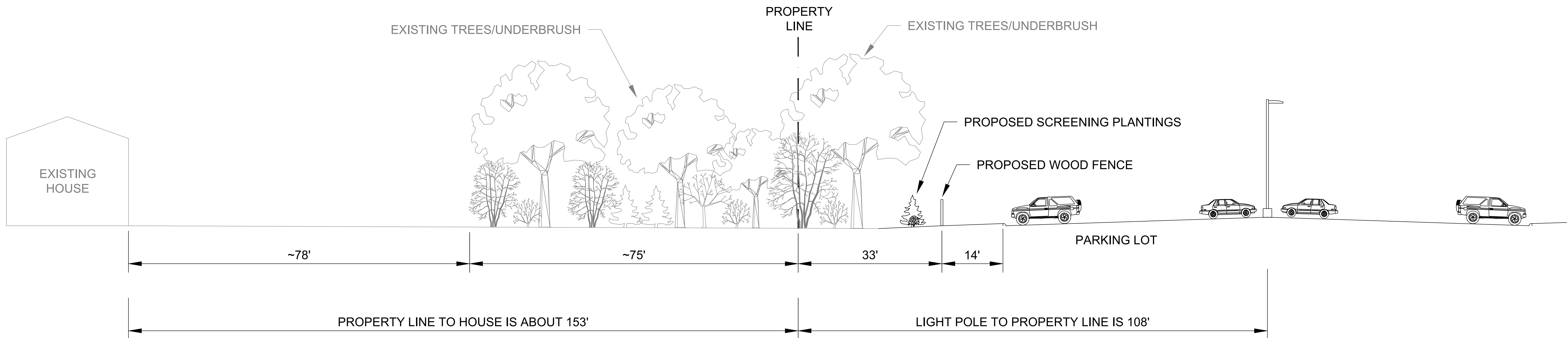
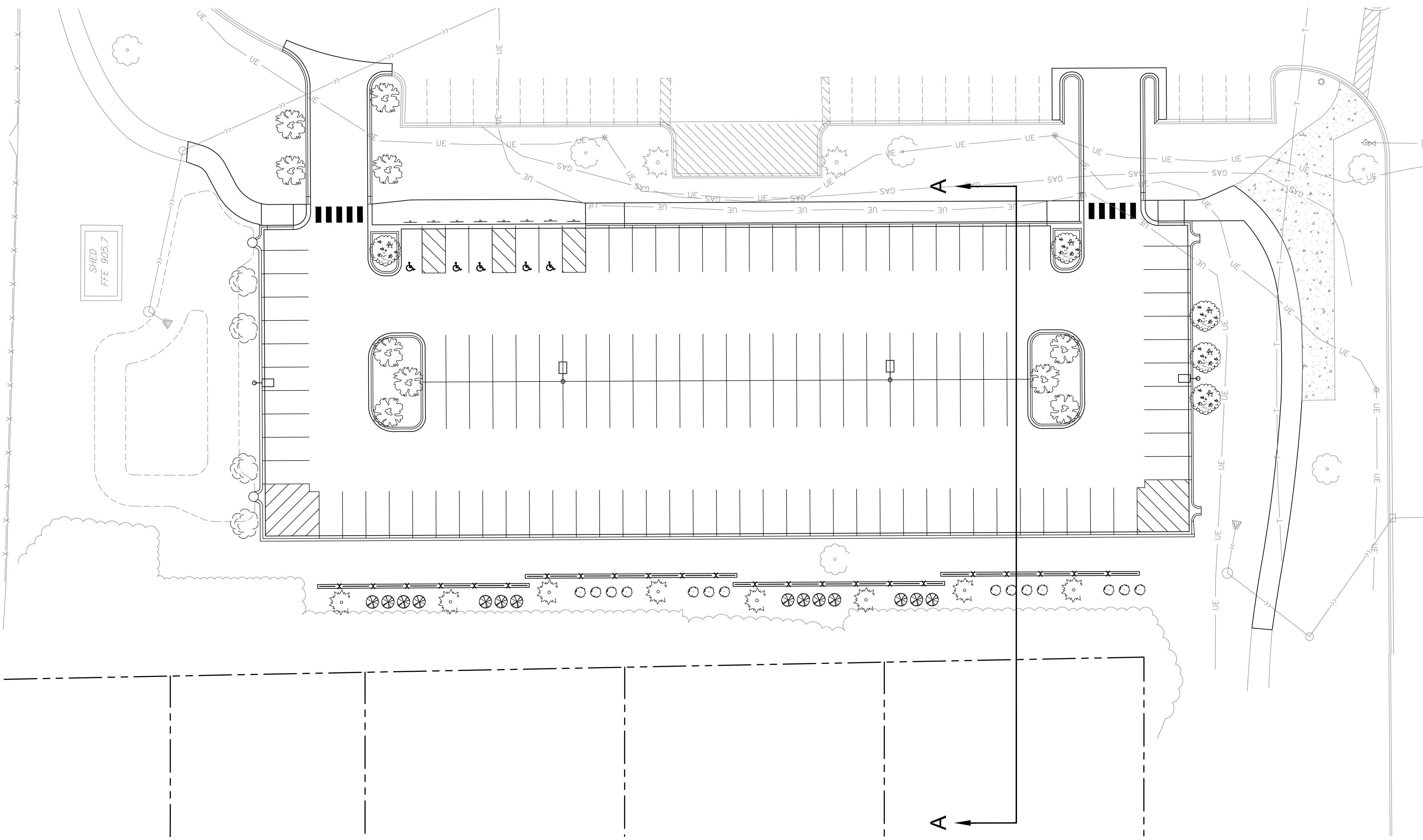
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CONSTRUCTION DRAWINGS

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|----------|------------|------------|-------------|
| DATE     | 03-14-2023 | PROJECT #  | 1222066.000 |
| DRAWN BY | KK/JM      | CHECKED BY | MH          |

DRAWING TITLE  
CROSS SECTION OF PARKING LOT  
LOOKING WEST

DRAWING NUMBER  
**EXHIBIT A**





## Memorandum

**To:** Katie Larsen, Lino Lakes City Planner

**From:** Kelsey Gelhar PE, WSB  
Diane Hankee PE, WSB, Lino Lakes City Engineer

**Date:** March 22, 2023

**Re:** 399 Elm Street (Centennial Middle School)  
Plan Review  
022290-000

WSB reviewed the site plans and supporting documents for the project located at 399 Elm Street (Centennial Middle School) in Lino Lakes, MN, received February 10, 2023. Comments were made on the following documents:

- Boundary, Location, Topographic and Utility Survey prepared by Sunde Land Surveying, dated February 9, 2023, received February 10, 2023.
- Centennial Middle School – I.S.D. #12 Tennis Court Relocation and Parking Lot Addition site plans prepared by Larson Engineering, Inc., dated March 14, 2023, received March 17, 2023.
- Centennial Middle School Tennis Court Relocation and Parking Lot Addition Stormwater Calculations prepared by Larson Engineering, Inc., dated March 20, 2023, received March 20, 2023.
- Geotechnical Evaluation Report – Centennial Middle School Pavement Improvements prepared by Braun Intertec, dated December 22, 2022, received February 10, 2023.

The following review comments should be responded to in writing by the applicant.

Larson Engineering, Inc responses and comments from March 17, 2023, shown in **red**. WSB does not have any new comments or responses to comments as of March 22, 2023.

### Engineering

- **General**

The plans include converting existing tennis courts to a parking lot and converting an existing parking lot to tennis courts. All of the work proposed is within the 399 Elm Street (Centennial Middle School) property.

Comments:

1. ~~(3/1/2023) Applicant to verify if the concrete walk area by the existing tennis courts/proposed parking lot is being removed and replaced. It is shown as the same hatch on all sheets.~~  
~~(3/17/2023) The hatch in question represents existing concrete that is not to be removed. More existing areas were hatched to illustrate this.~~
2. ~~(3/1/2023) Applicant to verify if drain tile in the proposed tennis courts is low enough to avoid conflicts with existing and rerouted electrical work.~~

~~(3/17/2023) Drain tile should be below proposed electrical conduits and not be an issue.~~

- ~~(3/1/2023) Contractor to note that any tree removals may be impacted by the U.S. Fish & Wildlife Service classification of the northern long-eared bat as endangered. This classification may require that tree removal within the project area not take place until after the new NLEB determination key is used to determine if further coordination with the USFWS is required. The new NLEB determination key is expected to be released in early 2023.~~  
~~(3/17/2023) A note has been added to the demolition plan, see demolition note #6.~~

- **Grading**

The plans include grading for the proposed tennis courts, the proposed parking lot, and an infiltration basin.

Comments:

- ~~(3/1/2023) Staff recommends that the swale grade on east side of proposed parking lot is increased to 2%.~~  
~~(3/17/2023) The slope of the swale was increased, see Sheet C301.~~

- **Stormwater Management**

Stormwater from the existing tennis court area drains to the east and west of edges of the existing tennis courts. Stormwater from the existing parking lot area drains to storm sewer located in the northeast and southeast corners of the parking lot. The stormwater from both areas ultimately drains through the 399 Elm Street site through private storm sewer to the public pond.

The project is proposed to rehabilitate approximately 1.89 acres of impervious surface and add new or reconstruct approximately 0.57 acres on the impervious area, according to the Stormwater Management Report. The surface water from proposed improvements will still ultimately flow to the existing pond, but the applicant is proposing to treat stormwater at the proposed parking lot site through an infiltration basin. The proposed tennis courts include a drain tile system that outlets to existing private storm sewer.

A geotechnical evaluation report prepared by Braun Intertec was submitted with the application. The report included soil borings which indicated that the native soils in the area consist of very-fine to medium-grained sand and is locally silt-rich. Groundwater was not observed in the borings.

The applicant used a HydroCAD model based on the Atlas 14, 24-hour storms to design the storm sewer and infiltration basin. The proposed improvements are designed to reduce site runoff rates for the 2-, 10-, and 100-year rainfall events. Runoff rates for the 10-day snow melt event were not provided at this time and are not required as basin outlets are below the 100-year HWL.

| Pre- and Post- Development Discharge Rates (cfs) |        |         |          |                 |
|--|--------|---------|----------|-----------------|
| Condition  | 2-Year | 10-Year | 100-Year | 10-Day Snowmelt |
|  |        |         |          |                 |

|          |      |       |       |              |
|----------|------|-------|-------|--------------|
| Existing | 9.49 | 15.82 | 32.09 | Not provided |
| Proposed | 8.39 | 14.57 | 30.29 | Not provided |

Comments:

1. ~~(3/1/2023) Staff recommends adding cleanouts to the tennis court drain tile system.~~  
~~(3/17/2023) Due to the fact that only clean ground water will be entering the drain tile system. We do not see the need to include cleanouts.~~
2. ~~(3/1/2023) For the pipe connection from FES-2 to the existing CB, applicant to verify if they can feasibly core drill another 12" RC pipe into the structure at that angle to the existing pipe. Based on pipe sizes and the acute angle, the minimum structure diameter is 48".~~  
~~(3/17/2023) A second structure has been added to ensure feasible angles entering the existing structure.~~
3. ~~(3/1/2023) Applicant to add contours to utility sheets.~~  
~~(3/17/2023) Contours have been added to Sheet C401.~~
4. ~~(3/1/2023) Applicant to revise Pond 1 outlet pipe modeling in HydroCAD to match proposed inverts in plans. Modeling the existing pipe to the catchbasin in the bituminous trail is also recommended.~~  
~~(3/17/2023) HydroCAD and plans are now matching. This catch basin has been added to the modeled.~~
5. ~~(3/1/2023) Applicant to revise HydroCAD modeling to not include exfiltration in Pond 1.~~  
~~(3/17/2023) Exfiltration has been removed.~~
6. ~~(3/1/2023) Applicant to specify casting on STMH-1 structure.~~  
~~(3/17/2023) Casting is specified on the detail. See details, 5/C501 and 6/C501.~~
7. ~~(3/1/2023) Applicant to include silt fence around the infiltration basin surface until final stabilization has been achieved to prevent sediment clogging of basin.~~  
~~(3/17/2023) Sediment log has been added to the bottom of the basin.~~
8. ~~(3/1/2023) Applicant to include silt fence around FES-2 until final stabilization has been achieved to prevent sediment loading into the storm sewer network.~~  
~~(3/17/2023) Sediment log has been added surrounding FES-2.~~

- **Water Supply**

There is an existing 8-inch diameter ductile iron pipe (DIP) watermain along 4<sup>th</sup> Avenue that serves the school. No changes to the water system are proposed at this time.

WSB staff does not have any comments at this time.

- **Sanitary Sewer**

There is an existing 10-inch diameter polyvinyl chloride (PVC) sanitary sewer along 4<sup>th</sup> Avenue that serves the school. No changes to the sanitary sewer system are proposed at this time.

WSB staff does not have any comments at this time.

- **Transportation**

The proposed improvements are completely within the 399 Elm Street (Centennial Middle School) site and do not affect any public roadways or intersections. A traffic study is not required. The proposed improvements are not anticipated to affect traffic volumes at the site.

The proposed parking lot has two access points off of another parking area on the school site. The entrances to the proposed parking lot and the drive lanes are all proposed to be 24-ft wide. All parking stalls are shown at 9 ft x 18 ft. The curb and gutter is proposed as a B612 design along the north and west sides of the lot and a surmountable design along the west and south sides of the lot. The parking lot has five handicap accessible stalls proposed near the west entrance. A bituminous trail is proposed to be reconstructed and realigned with the parking lot improvements. The existing parking lot has a total of 129 parking stalls and the proposed lot has 134 parking stalls.

New curb and gutter is proposed along the western edge of the proposed tennis court area. Concrete sidewalk is proposed between the two court areas (four courts to the north and four courts to the south). A bituminous trail is proposed to be reconstructed and realigned with the tennis court improvements.

Comments:

1. ~~(3/1/2023) Applicant to add ADA compliant pedestrian ramps where the trails cross or enter driveways or drive lanes. Crosswalk markings should be included per the City Planner's comments.~~  
~~(3/17/2023) The proposed grading for the trail, adjacent to the parking lot, is ADA compliant. No truncated domes are proposed since these locations are not within the public ROW. A crosswalk has been added where the trail crosses the drive lanes.~~
2. ~~(3/1/2023) Sheet C200 shows that the bituminous patching along the new curb line by the proposed tennis courts is the same section as the bituminous trail. Applicant to confirm if the trail section is to be used for this area of parking lot pavement.~~  
~~(3/17/2023) A note has been added to paving plan to match existing pavement section.~~

- **Wetlands and Mitigation Plan**

There are no existing wetlands near the areas of construction. There are wetlands near the pond where the stormwater from the site ultimately drains.

- **Landscaping**

The City's Environmental Coordinator to review landscaping and provide in-depth comments.

- **Floodplain**

There are no known existing floodplains on the 399 Elm Street (Centennial Middle School) site.

- **Drainage and Utility Easements**

Both areas of work are located on the 399 Elm Street parcel (PID 18-31-22-44-0010). The existing parcel is part of the Auditors Subdivision Number 54 plat. The survey does not indicate any easements near the existing tennis court area (proposed parking lot area). There is a public utility easement over 4<sup>th</sup> Avenue near the existing parking lot area (proposed tennis court area).

The applicant is not proposing any changes to the plat at this time.

Comments:

1. (3/1/2023) Applicant to record drainage and utility easements around the stormwater facilities. Easements shall extend 10-ft beyond the NWL per City Code.  
(3/17/2023) School staff will continue to work with city on getting the needed easements for stormwater facilities.

- **Development Agreement**

A Site Performance Agreement will be required.

- **Grading Agreement**

Grading agreement not required.

- **Stormwater Maintenance Agreement**

The stormwater facilities will be privately maintained and a Declaration for Maintenance of Stormwater Facilities will be required. RCWD and the City of Lino Lakes shall be parties to the Declaration. The Declaration is to include the existing facilities on the entire school property. City staff can help provide information on the existing facilities. Applicant and City to coordinate with the Rice Creek Watershed District.

- **Permits Required**

1. NPDES General Construction Permit  
(3/17/2023) Noted.
2. City of Lino Lakes Zoning Permit for Grading  
(3/17/2023) Noted.
3. Rice Creek Watershed District Permit  
(3/17/2023) Noted.

If you or the applicant have any questions regarding these comments, please contact Kelsey Gelhar at 612.709.4897 or [kgelhar@wsbeng.com](mailto:kgelhar@wsbeng.com). You may also contact Diane Hankee at 651.982.2430 or [dhankee@linolakes.us](mailto:dhankee@linolakes.us).



**CITY OF LINO LAKES  
RESOLUTION NO. 23-25**

**APPROVING CENTENNIAL MIDDLE SCHOOL (399 ELM STREET)  
CONDITIONAL USE PERMIT AMENDMENT FOR TENNIS COURT  
RELOCATION AND PARKING LOT ADDITION**

**WHEREAS**, the City received a land use application for a conditional use permit amendment for tennis court relocation and parking lot addition and hereafter referred to as “Development”; and

**WHEREAS**, the property is zoned PSP, Public and Semi-Public and allows for schools (public and private) with a conditional use permit; and

**WHEREAS**, any change involving a structural alteration requires an amendment to the conditional use permit; and

**WHEREAS**, the legal description of the property is provided on attached Exhibit A; and

**WHEREAS**, City staff has completed a review of the land use application based on the following plans:

- Boundary Survey prepared by Sunde Land Surveying dated February 9, 2023
- Civil Plan Set prepared by Larson Engineering, Inc. dated March 14, 2023
- Parking Lot Cross Section of Parking Lot prepared by Larson Engineering, Inc. dated March 14, 2023
- Stormwater Calculations prepared by Larson Engineering, Inc. revised March 20, 2023
- Geotechnical Evaluation Report prepared by Braun Intertec dated December 22, 2022; and

**WHEREAS**, a public hearing was held before the Planning & Zoning Board on March 8, 2023 and the Board recommended approval of the conditional use permit amendment with a 5-0 vote.

**NOW, THEREFORE BE IT RESOLVED** by The City Council of The City of Lino Lakes hereby makes the following findings:

**FINDINGS OF FACT**

Per City Code Section 1007.016(3):

(e) The Planning and Zoning Board shall hold the public hearing and consider possible adverse effects of the proposed conditional use. Its judgement shall be based upon, but not limited to, the following factors:

1. The proposed development application has been found to be consistent with the design standards listed in City Code Section 1007.020(4).

*See below.*

2. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, or odors.

*The proposed tennis court and parking lot reconstruction will not involve activities detrimental to any person, property, or the general welfare.*

3. Will not result in the destruction, loss, or damage of a natural, scenic or historic feature of major importance.

*The proposed tennis court and parking lot reconstruction will not result in the destruction of a natural, scenic, or historic feature of major importance.*

Per City Code Section 1007.020:

(4) *Performance Standards.* Plans which fail to meet the following criteria shall not be approved.

(a) The proposed development application must be consistent with the policies and recommendations of the Lino Lakes Comprehensive Plan.

*The proposed tennis court and parking lot reconstruction are consistent with the civic (school) land use.*

(b) The proposed development application is compatible with present and future land uses of the area.

*The proposed tennis court and parking lot reconstruction is compatible with present and future land uses of the area. The facilities are already existing and are just being relocated on site.*

(c) The proposed development application conforms to performance standards herein and other applicable City Codes.

*The proposed tennis court and parking lot reconstruction conforms to City Code performance standards with minor revisions as noted in this resolution.*

(d) Traffic generated by a proposed development application is within the capabilities of the City when:

1. If the existing level of service (LOS) outside of the proposed development is A or B, traffic generated by a proposed development will not degrade the level of service more than one grade.
2. If the existing LOS outside of the proposed development is C, traffic generated by a proposed development will not degrade the level of service below C.
3. If the existing LOS outside of the proposed development is D, traffic generated by a proposed development will not degrade the level of service below D.
4. The existing LOS must be D or better for all streets and intersections providing access to the proposed development. If the existing level of service is E or F, the developer must provide, as part of the proposed project, improvements needed to ensure a level of service D or better.
5. Existing roads and intersections providing access to the proposed development must have the structural capacity to accommodate projected traffic from the proposed development or the developer will pay to correct any structural deficiencies.
6. The traffic generated from a proposed development shall not require City street improvements that are inconsistent with the Lino Lakes Capital Improvement Plan. However, the City may, at its discretion, consider developer-financed improvements to correct any street deficiencies.
7. The LOS requirements in paragraphs 1. to 4. above do not apply to the I-35W/Lake Drive or I-35E/Main St. interchanges. At City discretion, interchange impacts must be evaluated in conjunction with Anoka County and the Minnesota Dept. of Transportation, and a plan must be prepared to determine improvements needed to resolve deficiencies. This plan must determine traffic generated by the proposed development project, how this traffic contributes to the total traffic, and the time frame of the improvements. The plan also must examine financing options, including project contribution and cost sharing among other jurisdictions and other properties that contribute to traffic at the interchange.

*The proposed tennis court and parking lot reconstruction is within the capabilities of the City. Elm Street is a local road and is capable of handling the additional traffic volume generated by the five (5) additional parking spaces.*

- (e) The proposed development shall be served with adequate and safe water supply.

*The proposed tennis court and parking lot reconstruction does not require a water supply.*

- (f) The proposed development shall be served with an adequate or safe sanitary sewer system.

*The proposed tennis court and parking lot reconstruction does not require sanitary sewer.*

- (g) The proposed development shall not result in the premature expenditures of City funds on capital improvements necessary to accommodate the proposed development.

*The proposed tennis court and parking lot reconstruction does not require City funds.*

- (h) Fire prevention and fighting equipment acceptable to the Board of Fire Underwriters and City Council shall be readily available when any activity involving the handling or storage of flammable or explosive materials is carried on.

*The proposed tennis court and parking lot reconstruction does not involve any activity involving the handling or storage of flammable or explosive materials.*

**BE IT FURTHER RESOLVED** by The City Council of Lino Lakes in addition to the administrative requirements of a conditional use permit, the following specific performance standards of City Code Section 1007.130(8) are also met:

- (a) All schools (public and private) provided that:

- 1. Side yards shall be double that required for the district.

*The side yard setbacks for the tennis courts and parking lot are more than doubled.*

- 2. Adequate screening from abutting residential uses and landscaping is provided in compliance with City Code Section 1007.043(17) of this ordinance.

*A six (6) foot high privacy fence with landscaping to the south of the new parking lot will provide adequate screening from the residential lots.*

- 3. Adequate off-street parking and access is provided on the site or on lots directly abutting or directly across a public street or alley to the principal use in compliance with City Code Section 1007.044 and that such parking is adequately screened and landscaped from surrounding and abutting residential uses in compliance with City Code Section 1007.043(17) this ordinance.

*The tennis courts and parking lots are existing facilities and are just being relocated. Five (5) additional parking spaces are being added to provide adequate off-street parking and access.*

*A six (6) foot high privacy fence with landscaping to the south of the new parking lot will provide adequate screening from the residential lots.*

4. Adequate off-street loading and service entrances are provided and regulated where applicable by City Code Section 1007.045.

*Off-street loading and service entrances currently exist and are not being reconstructed.*

5. The provisions of City Code Section 1007.016 are considered and determined to be satisfied.

*The provisions of City Code Section 1007.016-Conditional Use Permits are satisfied.*

**BE IT FURTHER RESOLVED** by The City Council of the City of Lino Lakes hereby approves the conditional use permit amendment for Centennial Middle School Tennis Court Relocation and Parking Lot Addition subject to the following conditions:

1. A Site Improvement Performance Agreement and securities shall be executed.
2. A Maintenance Agreement for Stormwater Management Facilities shall be executed.
3. A Permanent Drainage and Utility Easement with exhibit shall be executed and recorded.
4. The parking lot lights in the new relocated parking lot shall remain on at night but may be dimmed.

**BE IT FURTHER RESOLVED** by the City Council of the City of Lino Lakes hereby approves the conditional use permit amendment subject to the following requirements being addressed prior to issuance of any permit:

1. All comments from the City Engineer Memo dated March 1, 2023 shall be addressed.
2. City staff shall draft a Site Improvement Performance Agreement for Council approval.
3. The applicant shall draft a Declaration for Maintenance of Stormwater Facilities for staff review and approval.
4. The applicant shall draft a Permanent Drainage and Utility Easement with exhibit for staff review and approval.
5. Recorded copies of the following documents shall be submitted to the City:
  - a. Permanent Drainage and Utility Easement

Adopted by the Council of the City of Lino Lakes this 27<sup>th</sup> day of March, 2023.

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:

\_\_\_\_\_  
Hannah Lynch, City Clerk

**EXHIBIT A**  
**Legal Description**

**LEGAL DISCRIPTION**  
**For**  
**Independent School District No. 12**  
**Centennial Middle School**

The North 290.50 feet of that part of the Southwest Quarter of the Southeast Quarter of Section 18, Township 31, Range 22, Anoka County, Minnesota described as follows: Beginning on the South line of said Southwest Quarter of the Southeast Quarter at a point 603.44 feet East of the Southwest corner thereof; thence East, on said South line, a distance of 100.00 feet; thence North, at a right angle, a distance of 208.56 feet; thence East, at a right angle, a distance of 208.56 feet; thence North, at a right angle, a distance of 345.94 feet; thence West, at a right angle, a distance of 308.56 feet; thence South, at a right angle, a distance of 554.50 feet to the South line of said Southwest Quarter of the Southeast Quarter and said point of beginning.

and

The North 145.00 feet of that part of the Southwest Quarter of the Southeast Quarter of Section 18, Township 31, Range 22, Anoka County, Minnesota described as follows:

Beginning on the south line of said Quarter, Quarter at a point 483.44 feet East of the Southwest corner thereof; thence North, at a right angle, 407.00 feet; thence East, at a right angle and parallel with the South line of said Quarter, Quarter at a distance of 120.00 feet; thence North, at a right angle, a distance of 147.50 feet; thence West, at a right angle and parallel with the South line of said Quarter, Quarter; thence East, along the South line, to the point of beginning.

and

The North 290.50 feet of that part of the Southeast Quarter of Section 18, Township 31, Range 22, Anoka County, Minnesota described as follows:

Commencing at a point on the South line of said Southeast Quarter, said point is 1,128 feet East of the Southwest corner of the said Southeast Quarter; thence North and parallel with the East line of said Southeast Quarter, a distance of 264.00 feet to the point of beginning; thence continuing North, parallel with said East line, to a point that is 554.50 feet North of the said South line; thence East and parallel with said South line, a distance of 251.00 feet; thence South and parallel with the East line of said Southeast Quarter, a distance of 290.50 feet; thence West and parallel with the South line of said Southeast Quarter to the point of beginning.

and

The North 290.50 feet of that part of the Southwest Quarter of the Southeast Quarter of Section 18, Township 31, Range 22, Anoka County, Minnesota described as follows: Commencing at the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence East, on the South line of said Southwest Quarter of the Southeast Quarter at a distance of 1,020.00 feet; thence North, at a right angle, a distance of 208.56 feet (to point of beginning); thence East at a right angle, a distance of 108.00 feet; thence North, at a right angle, a distance of 345.94 feet; thence West, at a right angle, a distance of 216.00 feet; thence South, at a right angle, a distance of 345.94 feet; thence East, at a right angle, a distance of 108.00 feet to the beginning.



and

That part of the Southwest Quarter of the Southeast Quarter of Section 18, Township 31 North, Range 22 West except for South 554.5 feet thereof and also except the West 210.0 feet thereof lying southerly of that property deeded to the State of Minnesota for I-35W pursuant to Document Number 272878.

and

That part of the Northwest Quarter of the Southeast Quarter of Section 18, Township 31 North, Range 22 West lying southerly of the property deeded to the State of Minnesota for I-35W pursuant to Document Number 272878.

and

That part of the Southeast  $\frac{1}{4}$  of Section 18, Township 31, Range 22, described as follows:

Commencing at a point on the South line of said Southeast  $\frac{1}{4}$ , which point is 1,379 feet East of the Southwest corner of said Southeast  $\frac{1}{4}$ ; thence North and parallel with the East line of said Southeast Quarter for a distance of 264 feet to the actual point of beginning of tract of land to be therein described; thence continuing North parallel with said East line to a point that is 554.5 feet North of said South line; thence East and parallel with the said South line for a distance of 613 feet; thence South and parallel with the said East line of said Southeast  $\frac{1}{4}$  a distance of 554.5 feet to the South line thereof; thence West, on said South line, a distance of 23 feet to a point that is 1,969 feet East of the Southwest corner of said Southeast  $\frac{1}{4}$ ; thence North and parallel with the West line of said Southeast  $\frac{1}{4}$  for a distance of 264 feet; thence West and parallel with said South line to the actual point of beginning, according to the United State Government survey thereof.

and

The Southeast Quarter of the Southeast Quarter (SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ) of Section Eighteen (18), Township Thirty-One (31) Range Twenty-Two (22) except that part thereof lying within the tract of land described as:

Commencing at the Southwest corner of the SE  $\frac{1}{4}$  of said Section 18, thence East on the South line thereof a distance of 1,992 feet, thence North and parallel with the East line of said Section 18 a distance of 554.5 feet, thence West and parallel with the South line of said Section 18 a distance 1,992 feet, more or less, to the West line of said SE  $\frac{1}{4}$  of Section 18, thence South along the said West line to the Southwest corner of the SE  $\frac{1}{4}$  of said Section 18 and the point of beginning, according to the United States Government survey thereof.

and

The south 633.00 feet of the west 538.56 feet of the Northwest Quarter of the Southwest Quarter of Section 17, Township 31 North, Range 22 West, Anoka County, Minnesota.

and

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 31 North, Range 22 West, Anoka County, Minnesota lying southeasterly of Interstate Highway No. 35W and lying northeasterly of a line described as follows:

Commencing at the southeast corner of said Northeast Quarter of the Southeast Quarter; thence westerly along the south line of said Northeast Quarter of the Southeast Quarter a distance of 440.00 feet to the point of beginning of the line to be described; thence northwesterly, angle to the left, 132 degrees 20 minutes 06 seconds a distance of 391.34 feet to the southerly line of said Interstate Highway No. 35W and said line there terminating.

Except that part of said Northeast Quarter of the Southeast Quarter described as follows:

Commencing at the southeast corner of said Northeast Quarter of the Southeast Quarter; thence northerly along the east line of said Northeast Quarter of the Southeast Quarter, a distance of 633.01 feet to the point of beginning; thence westerly, angle to the right, 90 degrees 19 minutes 04 seconds a distance of 181.55 feet to the southeasterly line of said Interstate Highway No. 35W; thence northerly along said southeasterly line of Interstate Highway No. 35W a distance of 251.88 feet to the east line of said Northeast Quarter of the Southeast Quarter; thence South along said east line a distance of 175.46 feet to the point of beginning.

and

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 31 North, Range 22 West, Anoka County, Minnesota lying southeasterly of Interstate Highway No. 35W and lying southwesterly of a line described as follows:

Commencing at the southeast corner of said Northeast Quarter of the Southeast Quarter; thence westerly along the south line of said Northeast Quarter of the Southeast Quarter a distance of 440.00 feet to the point of beginning of the line to be described; thence northwesterly, angle to the left, 132 degrees 20 minutes 06 seconds a distance of 391.34 feet to the southerly line of said Interstate Highway No. 35W and said line there terminating.

and

Lots 5 and 6 AUDITORS SUBDIVISION NO. 54 Anoka County, Minnesota and that part of Lot 4 AUDITORS SUBDIVISION NO. 54 Which lies south of a line drawn parallel with and 9.70 chains north of the south line of Gov't. Lot 4, Section 17, Township 31 North, Range 22, Anoka County, Minnesota.

That part of the Southwest Quarter of the Southwest Quarter of Section 17, Township 31, Range 22, Anoka County, Minnesota (also being part of Lot 2, Auditor's Subd. No. 54) described as follows:

Commencing at the intersection of the south line of the North 300.00 feet of said Southwest Quarter of the Southwest Quarter and the westerly right-of-way line of Lake Drive (the westerly right-of-way line of Lake Drive is 40.00 feet west of the centerline of Lake Drive); Thence on an assumed bearing of South 25 degrees 20 minutes 49 seconds West along said right-of-way line 127.34 feet; thence North 64 degrees 39 minutes 11 seconds West 272.63 feet to the point of beginning of the land to be described; thence North 25 degrees 20 minutes 49 seconds East 160.00 feet; thence North 08 degrees 23 minutes 05 seconds East 156.57 feet to the north line of said southwest Quarter of the Southwest Quarter; (also being the north line of said Lot 2); thence North 89 degrees 41 minutes 22 seconds West along said North line 538.57 feet to the northwest corner of said Southwest Quarter if the Southwest Quarter (also being the northwest corner of said Lot 2); thence South 00 degrees 00 minutes 23 seconds East along the west line thereof 300.00 feet to the Southwest corner of the north 300.00 feet

of said Southwest Quarter of the Southwest Quarter; thence South 89 degrees 41 minutes 22 seconds East along the south line thereof 446.79 feet to the point of beginning. Subject to easement or restrictions.

**END**

**CITY OF LINO LAKES  
RESOLUTION NO. 23-26**

**RESOLUTION APPROVING CENTENNIAL MIDDLE SCHOOL (399 ELM STREET)  
SITE IMPROVEMENT PERFORMANCE AGREEMENT**

**WHEREAS**, the City has completed review of the site plans for Centennial Middle School Tennis Court Relocation and Parking Lot Addition; and

**WHEREAS**, the legal description of the property is provided on Exhibit A of the Site Improvement Performance Agreement; and

**WHEREAS**, City Code Section 1007.020(5)(d) requires the execution of a site performance agreement prior to issuance of a building permit.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lino Lakes that the Site Improvement Performance Agreement between the City of Lino Lakes and Centennial Middle School ISD 12 is hereby approved and the Mayor and City Clerk are authorized to execute such agreements on behalf of the City.

Adopted by the Council of the City of Lino Lakes this 27<sup>th</sup> day of March, 2023.

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:

\_\_\_\_\_  
Hannah Lynch, City Clerk

**CITY OF LINO LAKES, MINNESOTA  
SITE IMPROVEMENT PERFORMANCE AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, is by and between the **City of Lino Lakes**, a municipal corporation organized under the laws of the State of Minnesota, and Centennial Middle School ISD #12 (399 Elm Street, Lino Lakes, MN, 55014) (“Developer”).

WHEREAS, the Developer has received approval of Site Development Plans, hereinafter called the "Plans", by the City of Lino Lakes on the 27<sup>th</sup> day of March, 2023, and in accordance with the Plans all of which are made a part hereof by reference. In consideration of such approval, the Developer, its successors and assigns, does covenant and agree to perform the work as set forth in the Plans, in the aforesaid approval, and as hereinafter set forth upon the real estate (hereinafter referred to as "Property") described in Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises of the parties made herein,

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

I. DESIGNATION OF IMPROVEMENTS.

- A. Improvements on the project site to be installed at the Developer’s expense by the Developer as hereinafter provided are hereinafter referred to as “On-site Work”.
- B. Improvements off the project site to be installed at the Developer’s expense, if any, by the Developer as hereinafter provided are hereinafter referred to as “Off-Site Work”.
- C. Developer shall enter into a Declaration for Maintenance of Stormwater Facilities.

II. ON-SITE WORK.

- A. On-Site Work. The On-Site Work shall consist of the improvements described in the approved Plans, to include any approved subsequent amendments, and shall be in compliance with all applicable statutes, codes and ordinances of the City. The On-Site Work includes all on-site exterior amenities as shown on the approved Plans and as required by the plan approval, such as, but not limited to: landscaping, private driveways, parking areas, sanitary sewer extension, water system extension, storm drainage systems, curbing, lighting, fencing, fire lanes, sidewalks, exterior building architectural design and building elements, site grading and erosion control measures.

Such improvements shall be completed in accordance with Section IV herein.

- B. Cost Estimates. The Developer shall provide the City with a written estimate of all applicable costs of the On-Site Work, itemized by type; the estimates shall be based upon the actual estimates provided by the contractors who are to do the Work. Said cost estimates shall be reviewed by the City, and the City shall establish the actual amount of the financial guarantee. The description and estimated cost of Developer's On-Site Work are as follows:

|     | <b>Description of Improvements</b>                                 | <b>Estimated Costs</b> |
|-----|--|------------------------|
| 1.  | Lighting   | \$ 30,000.00           |
| 2.  | Fences / Screen Structures   | \$ 98,000.00           |
| 3.  | Trash Disposal Structures  | \$ 0.00                |
| 4.  | Curbing / Islands / Delineators                                    | \$ 44,000.00           |
| 5.  | Storm Drainage Systems / Sewers / Catch Basins / Culverts / Swales | \$ 44,000.00           |
| 6.  | Public Trails and / or Sidewalk                                    | \$ 0.00                |
| 7.  | Private Trails and / or Sidewalk                                   | \$ 47,000.00           |
| 8.  | Driveway / Curb cut / Parking Lot / Fire Lane                      | \$ 192,000.00          |
| 9.  | Water mains / Hydrants / Sanitary Sewers                           | \$ 0.00                |
| 10. | Landscaping  | \$ 36,000.00           |
| 11. | Site Grading   | \$ 36,000.00           |
| 12. | Erosion Control  | \$ 10,000.00           |
|     | Total Estimated Cost of Developer Improvements                     | \$ 537,000.00          |
|     | <b>Security Requirement (Total * 35%)</b>                          | <b>\$ 187,950.00</b>   |

III. DEVELOPER FEES.

- A. Trunk Sanitary Sewer Connection Fees  
 The City established trunk utility connection fees to uniformly distribute the costs of public trunk sanitary sewer infrastructure. The Trunk Utility Connection Fee consists of two components; a Trunk Charge and an Availability Charge. There are no trunk fees due for this property.

Trunk Charge

The trunk charge shall be paid at the time of subdivision approval or at the time of hook-up, whichever is first. The Sanitary Sewer Trunk Charge is \$1,630.00 per unit. Commercial/Industrial/Institutional (CII) trunk charges are based on a factor of 2.92 units per acre. There are no trunk fees due for

this property.

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).

City Sewer (CSAC) \$1,525.00 Per SAC Unit

Trunk sewer unit charges addressed under this paragraph are in addition to any SAC charges imposed by Metropolitan Council Environmental Services.

B. Trunk Water Connection Fees

The City established trunk utility connection fees to uniformly distribute the costs of public trunk water infrastructure. 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. The Water Trunk Charge is \$2,341.00 per unit. Commercial/Industrial/Institutional (CII) trunk charges are based on a factor of 2.92 units per acre.

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).

City Water (CWAC) \$1,473.00 Per SAC Unit.

C. Surface Water Management Area Charges

The City established a trunk area charge to uniformly distribute the costs of public trunk surface water infrastructure and water quality

improvements. The Surface Water Management Charge shall be based on developable acreage, in the amount specified in Exhibit C. There are no Surface Water Management fees due for this property.

|    |   | <b>Acres</b> | <b>Fee</b> |
|----|---|--------------|------------|
| 1. | Sanitary Sewer Trunk Unit Fee (\$1,630/unit; 2.92 units/Acre) |              | \$0        |
| 2. | City Sewer Availability Fee (\$1,525/SAC Unit)                |              | \$0        |
| 3. | Water Trunk Unit Fee (\$2,341/unit; 2.92 units/Acre)          |              | \$0        |
| 4. | City Water Availability Fee (\$1,473/SAC Unit)                |              | \$0        |
| 5. | City Surface Water Management Fee (\$11,516/Acre)             |              | \$0        |
|    | <b>Total Estimated (Budget) Developer Fees</b>                |              | <b>\$0</b> |

IV. RECORD DRAWINGS.

- a. Upon project completion, Developer shall submit record drawings, in electronic format, of all public and private infrastructure improvements, including grading, sanitary sewer, water main, storm sewer facilities, and roads, constructed by Developer. The as-built survey must include, but is not limited to, proposed and final contours with adequate elevation shots to show conformance, property irons (to be exposed in field), low floor and low opening elevations, and the 100-Year High Water Level (HWL) of all ponds, lakes, and wetland areas. The files shall be drawn in Anoka County NAD 83 Coordinate system and provided in both AutoCAD .dwg and Adobe .pdf file formats. The plans shall include accurate locations, dimensions, elevations, grades, slopes and all other pertinent information concerning the complete work. The Developer shall also submit certified compaction testing results for the site grading operations.
- b. A summary of the record plan attribute data for the storm sewer, water main, and sanitary sewer structures and pipes shall be submitted in the form of an Excel Spreadsheet as provided by the City Engineer.
- c. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

V. COMPLETION DATE.

If the activities authorized by site and building plan approval are not initiated within twelve (12) months from the final execution of this agreement, then Developer will need to start the site and building plan approval process from the beginning.



VI. GUARANTEE.

- A. The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer. Concurrently with the execution hereof by the Developer, the Developer will furnish to, and at all times thereafter maintain with the City, a cash deposit, certified check, or Irrevocable Letter of Credit, based on thirty-five (35%) percent of the total estimated cost of Developer's On-site Work. An Irrevocable Letter of Credit shall be for the exclusive use and benefit of the City of Lino Lakes and shall state thereon that the same is issued to guarantee and assure performance by the Developer of all the terms and conditions of this Development Contract, construction of all required improvements in accordance with the ordinances and specifications of the City and guarantees the workmanship and materials for the landscape improvements for a period of one year following the City's acceptance of the landscape improvements. The City reserves the right to draw, in whole or in part, on any portion of the Irrevocable Letter of Credit for the purpose of guaranteeing the terms and conditions of this contract, if Developer has been found to be in default of this agreement and only after providing Developer with written notice and opportunity to cure any default. The Irrevocable Letter of Credit shall be automatically extended for additional periods of one year from present or future expiration dates unless sixty (60) days prior to such the City Clerk or Administrator is notified in writing by certified mail or overnight mail that the Letter of Credit will not be renewed.
- B. Upon written request, The City will grant a reduction of the Letter of Credit, or cash deposit based on prepayment or the value of the completed improvements at the time of the requested reduction. The Developer may make such requests three times throughout the life of this agreement, with the third and/or final request being at the completion of the project. The City will respond to such request within 30 days time. Prior to the final acceptance of the Developer's Improvements the City shall require a Letter of Credit or Cash Escrow to cover the warranty provisions of the agreement. The amount shall be agreed to by the City Engineer and Developer and Developer may use the Letter of Credit discussed in Section VI.A above.

VII. REIMBURSEMENT OF COSTS.

- A. The Developer agrees to establish a non-interest bearing escrow account with the City in an amount established by the City Engineer or his designee for the payment of all City fees and costs incurred by the City related to the On-site Work, including, but not limited to, the following:

|    |  |             |
|----|--|-------------|
| 1. | Site Plan Review Fee   | \$1,500.00  |
| 2. | Administration<br>(Legal, Engineering, Planning and Contract Administration) | \$16,110.00 |
| 3. | Negative Short Term Escrow Balance   | \$0.00      |
|    | Total Estimated (Budget) Costs for Escrow Account                            | \$17,610.00 |

B. If it appears that the actual costs incurred will exceed the estimate or that the actual costs incurred will be less than the estimate, then Developer and City shall review the costs required to complete the project. In such case, if the actual costs exceed the estimate, then Developer shall promptly pay the additional sums to the City to pay for the agreed upon increase. However, in such case where the actual costs are less than the estimate, the City shall promptly reimburse to Developer any amounts overpaid by the Developer. The Developer may request a statement of the account each month for review.

C. Intentionally Deleted.

VIII. REMEDIES FOR BREACH.

A. The City shall give prior written notice to the Developer of any default hereunder before proceeding to enforce such financial guarantee or before the City undertakes any work for which the City will be reimbursed through the financial guarantee. If within twenty (20) days after receipt of such written notice to it, the Developer has not notified the City by stating in writing the manner in which the default will be cured and the time within which such default will be cured, the City will proceed with the remedy it deems reasonably appropriate.

B. At any time after the completion date and any extensions thereof, if any of the work is deemed incomplete, the City may proceed in any one or more of the following ways to enforce the undertakings herein set forth, and to collect any and all expenses reasonably incurred by the City in connection therewith, including, but not limited to, engineering, legal, planning and litigation costs and expense. The enumeration of the remedies hereunder shall be in addition to any other remedies available to the City.

1. Specific Performance. The City may in writing direct the surety or the Developer to cause the Work to be undertaken and completed within a specified reasonable time. If the Developer fails to cause the Work to be done and completed in a manner and time reasonably acceptable to the City, the City may proceed to bring an action for specific performance to require work to be undertaken.

2. Completion by the City. The City, after written notice, may enter the premises and proceed to have the Work done either by contract, by day labor or by regular City forces. The Developer may not question the manner of doing such work or the letting of any such contracts for the doing of any such work; provided that all such work is performed in a reasonable manner, the costs are reasonable and the work is completed in a good and workman-like manner and in accordance with the approved plans and specifications. Upon completion of such work, the Developer shall promptly pay the City the full cost thereof as aforesaid.
  
3. Deposit of Financial Guarantee. In the event the financial guarantee has been submitted in the form of a Letter of Credit, the City may draw on the Letter of Credit the sum equal to the reasonably estimated cost of completing the Work, plus the City's reasonably estimated expenses as defined herein, including any other reasonable costs, expenses, and damages for which the surety may be liable hereunder, but not exceeding the amount set forth on the Letter of Credit. The money shall be deemed to be held by the City for the purpose of reimbursing the City for any reasonable costs incurred in completing the Work as hereinafter specified. Any funds remaining after completion of the project shall be promptly returned to the Developer.

IX. OCCUPATION OF PREMISES.

The Developer agrees that it will not cause to be occupied any portion of the building or improvements to be constructed upon the premises until completion of the building and site improvements as more fully described in the approved plans and following issuance of a Certificate of Occupancy.

X. INSURANCE.

Developer or its general contractor shall take out and maintain until one year after the City accepted the Developer Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of the Developer's or general contractor's work, as the case may be, or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than Five Hundred Thousand and no/100 (\$500,000.00) Dollars for one person and One Million and no/100 (\$1,000,000.00) Dollars for each occurrence; limits for property damage shall be not less than One Million and no/100 (\$1,000,000.00) Dollars for each occurrence; or a combination single limit policy of Two Million and no/100 (\$2,000,000.00) Dollars or more. The City, its employees, its agents and assigns shall be named as an additional insured on the policy, and the Developer or its general contractor shall file with the City a

certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given ten days advance written notice of the cancellation of the insurance. The certificate may not contain any disclaimer for failure to give the required notice.

XI. REIMBURSEMENT FOR LITIGATION EXPENSES.

The City and Developer agree that the prevailing party in any litigation pertaining to the enforcement of this Agreement shall be entitled to reimbursement from the non-prevailing party for all reasonable costs incurred by said prevailing party including court costs and reasonable engineering and attorneys' fees.

XII. VALIDITY.

If a portion, section, subsection, sentence, clause, paragraph or phrase in this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of the Site Improvement Performance Agreement.

XIII. GENERAL.

- A. Binding Effect. The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Property and shall be deemed covenants running with the land.
- B. Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other party, such notice or demand shall be delivered personally or (i) mailed by United States mail by certified mail (return receipt requested) or (ii) sent by nationally recognized overnight carrier to the addresses hereinbefore set forth on Page 1. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail or the overnight carrier in accordance with the above. The addresses of the parties hereto are as set forth on Page 1 until changed by notices given as above.
- C. Incorporation by Reference. All plans, special provisions, proposals, specifications and contracts for the improvements furnished and let pursuant to this Agreement shall be and hereby are made a part of this Agreement by reference as fully as if set out herein in full.
- D. Hours of Construction Activity. Construction activity shall be limited to the hours set out as follows:

|                       |                          |
|-----------------------|--------------------------|
| Monday through Friday | 7:00 a.m. to 7:00 p.m.   |
| Saturday              | 9:00 a.m. to 5:00 p.m.   |
| Sunday and Holidays   | No working hours allowed |

XIV. VIOLATIONS/BUILDING PERMITS.

In the event that Developer violates any of the covenants and agreements contained in this Site Improvement Performance Agreement and to be performed by the Developer, the City, at its option, and after providing written notice and opportunity to cure to Developer in addition to the rights and remedies as set out hereunder may refuse to issue building permits to any property within the development and/or stop building construction within the development until such time as such default has been corrected to the satisfaction of the City.

CITY OF LINO LAKES

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

STATE OF MINNESOTA    )  
  ) SS  
COUNTY OF ANOKA        )

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Rob Rafferty as Mayor of the City of Lino Lakes on behalf of said City.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA    )  
  ) SS  
COUNTY OF ANOKA        )

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Hannah Lynch as City Clerk of the City of Lino Lakes on behalf of said City.

\_\_\_\_\_  
Notary Public

DEVELOPER

By \_\_\_\_\_  
Patrick Chaffey, Executive Director of Business Services

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF ANOKA        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public  
within and for said County, personally appeared, \_\_\_\_\_,  
who executed the foregoing instrument.

\_\_\_\_\_  
Notary Public

This instrument was drafted by:

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

**EXHIBIT A**

Legal Description



**LEGAL DISCRIPTION**  
**For**  
**Independent School District No. 12**  
**Centennial Middle School**

The North 290.50 feet of that part of the Southwest Quarter of the Southeast Quarter of Section 18, Township 31, Range 22, Anoka County, Minnesota described as follows: Beginning on the South line of said Southwest Quarter of the Southeast Quarter at a point 603.44 feet East of the Southwest corner thereof; thence East, on said South line, a distance of 100.00 feet; thence North, at a right angle, a distance of 208.56 feet; thence East, at a right angle, a distance of 208.56 feet; thence North, at a right angle, a distance of 345.94 feet; thence West, at a right angle, a distance of 308.56 feet; thence South, at a right angle, a distance of 554.50 feet to the South line of said Southwest Quarter of the Southeast Quarter and said point of beginning.

and

The North 145.00 feet of that part of the Southwest Quarter of the Southeast Quarter of Section 18, Township 31, Range 22, Anoka County, Minnesota described as follows:

Beginning on the south line of said Quarter, Quarter at a point 483.44 feet East of the Southwest corner thereof; thence North, at a right angle, 407.00 feet; thence East, at a right angle and parallel with the South line of said Quarter, Quarter at a distance of 120.00 feet; thence North, at a right angle, a distance of 147.50 feet; thence West, at a right angle and parallel with the South line of said Quarter, Quarter; thence East, along the South line, to the point of beginning.

and

The North 290.50 feet of that part of the Southeast Quarter of Section 18, Township 31, Range 22, Anoka County, Minnesota described as follows:

Commencing at a point on the South line of said Southeast Quarter, said point is 1,128 feet East of the Southwest corner of the said Southeast Quarter; thence North and parallel with the East line of said Southeast Quarter, a distance of 264.00 feet to the point of beginning; thence continuing North, parallel with said East line, to a point that is 554.50 feet North of the said South line; thence East and parallel with said South line, a distance of 251.00 feet; thence South and parallel with the East line of said Southeast Quarter, a distance of 290.50 feet; thence West and parallel with the South line of said Southeast Quarter to the point of beginning.

and

The North 290.50 feet of that part of the Southwest Quarter of the Southeast Quarter of Section 18, Township 31, Range 22, Anoka County, Minnesota described as follows: Commencing at the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence East, on the South line of said Southwest Quarter of the Southeast Quarter at a distance of 1,020.00 feet; thence North, at a right angle, a distance of 208.56 feet (to point of beginning); thence East at a right angle, a distance of 108.00 feet; thence North, at a right angle, a distance of 345.94 feet; thence West, at a right angle, a distance of 216.00 feet; thence South, at a right angle, a distance of 345.94 feet; thence East, at a right angle, a distance of 108.00 feet to the beginning.

and

That part of the Southwest Quarter of the Southeast Quarter of Section 18, Township 31 North, Range 22 West except for South 554.5 feet thereof and also except the West 210.0 feet thereof lying southerly of that property deeded to the State of Minnesota for I-35W pursuant to Document Number 272878.

and

That part of the Northwest Quarter of the Southeast Quarter of Section 18, Township 31 North, Range 22 West lying southerly of the property deeded to the State of Minnesota for I-35W pursuant to Document Number 272878.

and

That part of the Southeast  $\frac{1}{4}$  of Section 18, Township 31, Range 22, described as follows:

Commencing at a point on the South line of said Southeast  $\frac{1}{4}$ , which point is 1,379 feet East of the Southwest corner of said Southeast  $\frac{1}{4}$ ; thence North and parallel with the East line of said Southeast Quarter for a distance of 264 feet to the actual point of beginning of tract of land to be therein described; thence continuing North parallel with said East line to a point that is 554.5 feet North of said South line; thence East and parallel with the said South line for a distance of 613 feet; thence South and parallel with the said East line of said Southeast  $\frac{1}{4}$  a distance of 554.5 feet to the South line thereof; thence West, on said South line, a distance of 23 feet to a point that is 1,969 feet East of the Southwest corner of said Southeast  $\frac{1}{4}$ ; thence North and parallel with the West line of said Southeast  $\frac{1}{4}$  for a distance of 264 feet; thence West and parallel with said South line to the actual point of beginning, according to the United State Government survey thereof.

and

The Southeast Quarter of the Southeast Quarter (SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ) of Section Eighteen (18), Township Thirty-One (31) Range Twenty-Two (22) except that part thereof lying within the tract of land described as:

Commencing at the Southwest corner of the SE  $\frac{1}{4}$  of said Section 18, thence East on the South line thereof a distance of 1,992 feet, thence North and parallel with the East line of said Section 18 a distance of 554.5 feet, thence West and parallel with the South line of said Section 18 a distance 1,992 feet, more or less, to the West line of said SE  $\frac{1}{4}$  of Section 18, thence South along the said West line to the Southwest corner of the SE  $\frac{1}{4}$  of said Section 18 and the point of beginning, according to the United States Government survey thereof.

and

The south 633.00 feet of the west 538.56 feet of the Northwest Quarter of the Southwest Quarter of Section 17, Township 31 North, Range 22 West, Anoka County, Minnesota.

and

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 31 North, Range 22 West, Anoka County, Minnesota lying southeasterly of Interstate Highway No. 35W and lying northeasterly of a line described as follows:

Commencing at the southeast corner of said Northeast Quarter of the Southeast Quarter; thence westerly along the south line of said Northeast Quarter of the Southeast Quarter a distance of 440.00 feet to the point of beginning of the line to be described; thence northwesterly, angle to the left, 132 degrees 20 minutes 06 seconds a distance of 391.34 feet to the southerly line of said Interstate Highway No. 35W and said line there terminating.

Except that part of said Northeast Quarter of the Southeast Quarter described as follows:

Commencing at the southeast corner of said Northeast Quarter of the Southeast Quarter; thence northerly along the east line of said Northeast Quarter of the Southeast Quarter, a distance of 633.01 feet to the point of beginning; thence westerly, angle to the right, 90 degrees 19 minutes 04 seconds a distance of 181.55 feet to the southeasterly line of said Interstate Highway No. 35W; thence northerly along said southeasterly line of Interstate Highway No. 35W a distance of 251.88 feet to the east line of said Northeast Quarter of the Southeast Quarter; thence South along said east line a distance of 175.46 feet to the point of beginning.

and

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 31 North, Range 22 West, Anoka County, Minnesota lying southeasterly of Interstate Highway No. 35W and lying southwesterly of a line described as follows:

Commencing at the southeast corner of said Northeast Quarter of the Southeast Quarter; thence westerly along the south line of said Northeast Quarter of the Southeast Quarter a distance of 440.00 feet to the point of beginning of the line to be described; thence northwesterly, angle to the left, 132 degrees 20 minutes 06 seconds a distance of 391.34 feet to the southerly line of said Interstate Highway No. 35W and said line there terminating.

and

Lots 5 and 6 AUDITORS SUBDIVISION NO. 54 Anoka County, Minnesota and that part of Lot 4 AUDITORS SUBDIVISION NO. 54 Which lies south of a line drawn parallel with and 9.70 chains north of the south line of Gov't. Lot 4, Section 17, Township 31 North, Range 22, Anoka County, Minnesota.

That part of the Southwest Quarter of the Southwest Quarter of Section 17, Township 31, Range 22, Anoka County, Minnesota (also being part of Lot 2, Auditor's Subd. No. 54) described as follows:

Commencing at the intersection of the south line of the North 300.00 feet of said Southwest Quarter of the Southwest Quarter and the westerly right-of-way line of Lake Drive (the westerly right-of-way line of Lake Drive is 40.00 feet west of the centerline of Lake Drive); Thence on an assumed bearing of South 25 degrees 20 minutes 49 seconds West along said right-of-way line 127.34 feet; thence North 64 degrees 39 minutes 11 seconds West 272.63 feet to the point of beginning of the land to be described; thence North 25 degrees 20 minutes 49 seconds East 160.00 feet; thence North 08 degrees 23 minutes 05 seconds East 156.57 feet to the north line of said southwest Quarter of the Southwest Quarter; (also being the north line of said Lot 2); thence North 89 degrees 41 minutes 22 seconds West along said North line 538.57 feet to the northwest corner of said Southwest Quarter if the Southwest Quarter (also being the northwest corner of said Lot 2); thence South 00 degrees 00 minutes 23 seconds East along the west line thereof 300.00 feet to the Southwest corner of the north 300.00 feet

of said Southwest Quarter of the Southwest Quarter; thence South 89 degrees 41 minutes 22 seconds East along the south line thereof 446.79 feet to the point of beginning. Subject to easement or restrictions.

**END**

**CITY OF LINO LAKES  
RESOLUTION NO. 23-27**

**RESOLUTION APPROVING CENTENNIAL MIDDLE SCHOOL (399 ELM STREET)  
MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES**

**WHEREAS**, the City has completed review of the site plans for Centennial Middle School Tennis Court Relocation and Parking Lot Addition; and

**WHEREAS**, City Code Section 1011.012 requires inspections and maintenance of stormwater management facilities.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lino Lakes that the Maintenance Agreement for Stormwater Management Facilities between the Rice Creek Watershed District, Centennial Middle School ISD 12, and City of Lino Lakes is hereby approved and the Mayor and City Clerk are authorized to execute such agreements on behalf of the City.

Adopted by the Council of the City of Lino Lakes this 27<sup>th</sup> day of March, 2023.

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:

\_\_\_\_\_  
Hannah Lynch, City Clerk

**MAINTENANCE AGREEMENT**  
**Stormwater Management Facilities**  
**Between the Rice Creek Watershed District and**  
**Independent School District No.12 and the City of Lino Lakes**

This Maintenance Agreement (“Agreement”) is made by and between the Rice Creek Watershed District, a watershed district with purposes and powers set forth at Minnesota Statutes Chapters 103B and 103D and a drainage authority pursuant to chapter 103E of the laws of the State of Minnesota, (RCWD), the City of Lino Lakes (City), a political subdivision of the State of Minnesota and Independent School District No. 12 (“Permittee”).

**Recitals and Statement of Purpose**

WHEREAS pursuant to Minnesota Statutes § 103D.345, the RCWD has adopted and implements Rule C, Stormwater Management Plans;

WHEREAS pursuant to City of Lino Lakes Ordinance No. 10-22 Section 1011 Relating to the Regulation of Stormwater, Erosion and Sediment Control, the City of Lino Lakes implements 1011.001 Stormwater Management Requirements;

WHEREAS Rule C imposes certain requirements, which the Permittee will meet in this case by constructing and maintaining stormwater management facilities as identified on the site plan incorporated into this Agreement as Exhibit A;

WHEREAS in accordance with Rule C and as a condition of Permits 96-039, 01-096, and 22-118 the Permittee’s obligation to maintain these stormwater facilities must be memorialized by a recorded maintenance declaration or, alternatively, a maintenance agreement establishing the Permittee’s perpetual maintenance obligation;

WHEREAS the Permittee and the RCWD execute this Agreement to fulfill the condition of Permits 96-039, 01-096, and 22-118 and concur that it is binding and rests on mutual valuable consideration;

THEREFORE:

1. The Permittee, at its cost, will inspect and maintain the stormwater management facilities delineated and labeled on Exhibit A as follows: west pond (Permit 96-039), east NURP ponds (Permit 01-096), and Infiltration Basin 1 (22-118). The Permittee will:

a. Obtain certified as-built contours for all ponds and inspect the ponds, and associated outlet structures, culverts and outfall structures one year and two years after the completion of as-builts, including measuring sediment accumulation by a method accurate to within one vertical foot. Thereafter, the Permittee will perform inspections in the fifth year after pond completion and every five years thereafter. If inspections show that sediment may accumulate to 50 percent of wet storage volume, or 25 percent of dry detention volume, within less than five years, the Permittee will inspect more frequently. Pond function will be considered inadequate if sediment accumulation has decreased the wet storage volume by 50 percent or dry detention volume by 25 percent, and the Permittee will restore the basin to its original design elevations and dimensions and restore vegetation in disturbed areas within one year of the inspection date.

b. Inspect stormwater infiltration and filtration basins, including rain gardens, annually, to preserve live storage capacity at or above the design volume. Remove vegetation, maintain healthy plant growth and remove excess sediment and debris to ensure that the facilities continue to perform per design.

c. Inspect grit chambers, sump catch basins and sump manholes annually. Accumulated sediment and debris will be removed so that the each facility continues to operate as designed and erosion or structural problems are corrected.

d. Inspect conveyances and other structures annually. Ensure preservation of designed hydraulic capacity.

2. If the Permittee conveys into private ownership a fee interest in all or any portion of the public property that is subject to this Agreement, it must require as a condition of sale, and enforce: (a) that the purchaser record a declaration on the property incorporating the stormwater management facility maintenance requirements of this Agreement; and (b) that recordation occur either before any encumbrance is recorded on the property or, if after, only as accompanied by a subordination and consent executed by the encumbrance holder ensuring that the declaration will run with the land in perpetuity. If the Permittee conveys into public ownership a fee interest in all or any portion of the property that is subject to this Agreement, it must require as a condition of the purchase and sale agreement that the purchaser accept an assignment of all obligations vested under this Agreement.


3. This Agreement is in force for five years from the date on which it is fully executed and will renew automatically for five-year terms unless terminated by the parties. This Agreement may be amended only in a writing signed by the parties.

4. The recitals are incorporated as a part of this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RICE CREEK WATERSHED DISTRICT

By   
RCWD Administrator, Nick Tomczik

Date: 3/23/2023

CITY OF LINO LAKES

By \_\_\_\_\_  
Its \_\_\_\_\_

Date:

Independent School District No. 12

By: Patrick Chaffey  
Executive Director of Business Services, Patrick Chaffey

Date: 3/23/2023

APPROVED AS TO FORM and EXECUTION

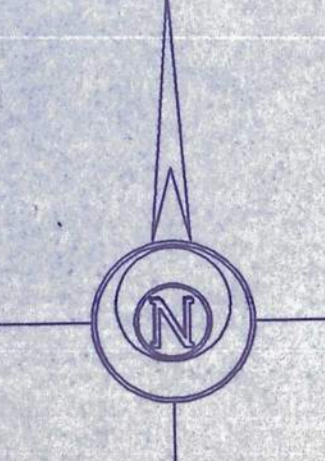
By: NA-Not Applicable  
Its Attorney

Date:

Exhibit A

See attached plan sheets:

- Proposed New Middle School – Preliminary Grading Plan
- New Elementary School – Grading & Erosion Control Plan
- Centennial Middle School Tennis Court Relocation and Parking Lot Addition – Parking Lot Addition Grading and Erosion Control Plan



INTERSTATE HIGHWAY 35 W

Future Warning House

APPROXIMATE WETLAND LOCATION



Future Storage Bldg

F.F.E. 907.0

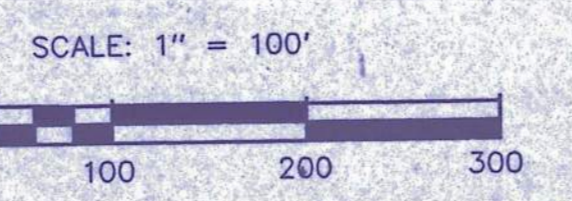
SAINT JOSEPH CEMETERY

FORSHAM LA

POST RO

POST ROAD

PRELIMINARY



Armstrong  
Torseth  
Skold and  
Rydeen  
Inc.

Architecture  
Engineering  
Planning  
Interior Design  
Landscape Architecture

4901  
Olson  
Memorial  
Highway  
Minneapolis  
Minnesota 55422  
Tel: 612-545-3731  
Fax: 612-525-8289

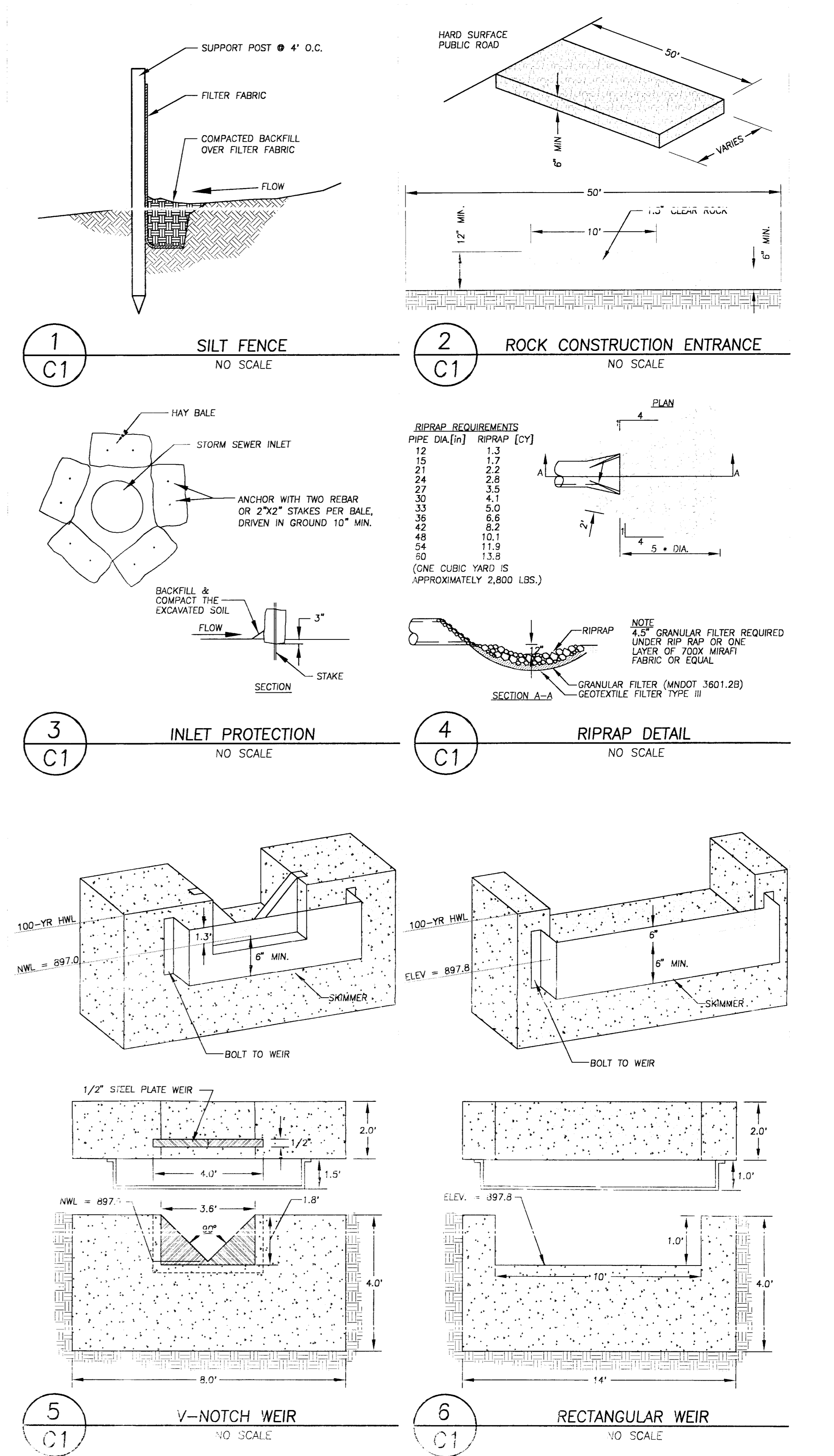
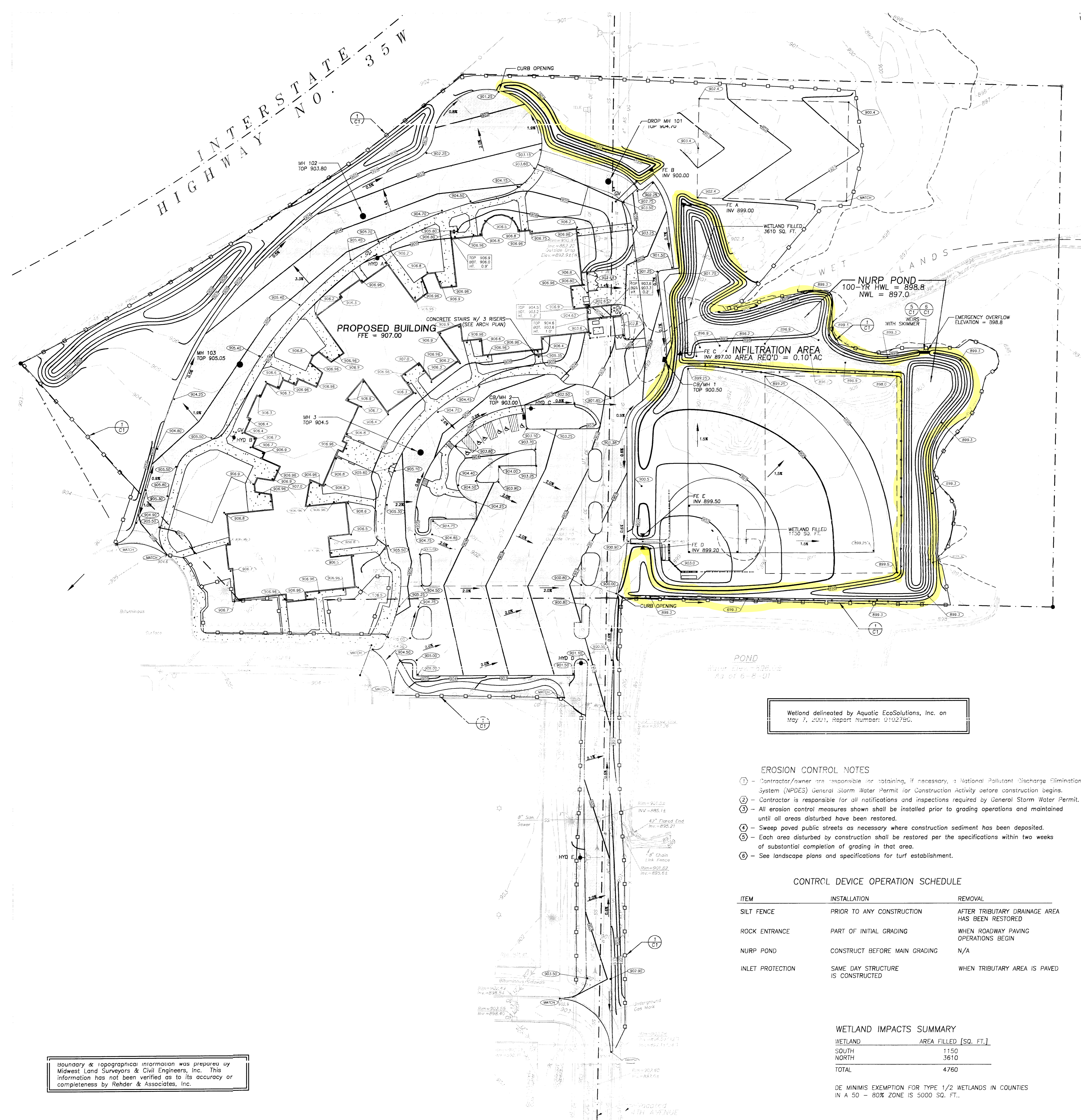
**CLARK**  
ENGINEERING  
CORPORATION  
Consulting Engineers  
Land Surveyors  
2815 Wayzata Blvd.  
Minneapolis, MN 55405  
(612) 374-4740

PRELIMINARY  
GRADING  
PLAN

PROPOSED NEW MIDDLE SCHOOL  
CENTENNIAL SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 12  
LINO LAKES, MINNESOTA

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR  
REPORT WAS PREPARED BY ME OR UNDER MY DIRECT  
SUPERVISION, AND THAT I AM A DULY REGISTERED PRO-  
FESSIONAL ENGINEER UNDER THE LAWS OF THE STATE  
OF MINNESOTA.  
REG. NO. \_\_\_\_\_ DATE \_\_\_\_\_

|                      |                      |            |
|----------------------|----------------------|------------|
| DRAWN BY<br>AGO/PEN  | PROJECT NO.<br>95171 | SHEET<br>1 |
| CHECKED BY<br>B.A.W. | DATE<br>1-22-96      | OF SHEETS  |



- EROSION CONTROL NOTES**
- Contractor/owner are responsible for obtaining, if necessary, a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit or Construction Activity before construction begins.
  - Contractor is responsible for all notifications and inspections required by General Storm Water Permit.
  - All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
  - Sweep paved public streets as necessary where construction sediment has been deposited.
  - Each area disturbed by construction shall be restored per the specifications within two weeks of substantial completion of grading in that area.
  - See landscape plans and specifications for turf establishment.

**CONTROL DEVICE OPERATION SCHEDULE**

| ITEM             | INSTALLATION                      | REMOVAL   |
|------------------|-----------------------------------|---|
| SILT FENCE       | PRIOR TO ANY CONSTRUCTION         | AFTER TRIBUTARY DRAINAGE AREA HAS BEEN RESTORED |
| ROCK ENTRANCE    | PART OF INITIAL GRADING           | WHEN ROADWAY PAVING OPERATIONS BEGIN            |
| NURP POND        | CONSTRUCT BEFORE MAIN GRADING     | N/A   |
| INLET PROTECTION | SAME DAY STRUCTURE IS CONSTRUCTED | WHEN TRIBUTARY AREA IS PAVED                    |

**LEGEND**

- PROPOSED MANHOLE
- PROPOSED CATCH BASIN
- ◆ PROPOSED HYDRANT
- ◆ PROPOSED GATE VALVE
- ◀ PROPOSED FLARED END
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED CONCRETE
- PROPOSED STD. DUTY BITUMINOUS
- PROPOSED HEAVY DUTY BITUMINOUS
- PROPOSED CONTOUR
- PROPOSED ELEVATION
- SILT FENCE
- CONSTRUCTION LIMITS
- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- LOT LINE
- BUILDING/PARKING SETBACK LINE
- SOIL BORING
- DRAINAGE ARROW
- EXISTING WATERMAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING BURIED GAS LINE
- EXISTING BURIED ELECTRIC LINE
- EXISTING BURIED TELEPHONE LINE
- EXISTING BURIED TELEVISION LINE
- EXISTING CONTOUR
- EXISTING ELEVATION

Scale in Feet

Boundary & topographical information was prepared by Midwest Land Surveyors & Civil Engineers, Inc. This information has not been verified as to its accuracy or completeness by Rehder & Associates, Inc.

Armstrong Torseth Skold and Rydeen Inc.  
Architecture Engineering Planning Interior Design Landscape Arch.  
8501 Golden Valley Rd., Suite 300  
Minneapolis, MN 55427  
Tel: 763-545-3731  
Fax: 763-625-3289

Rehder & Associates, Inc.  
Civil Engineers, Planners and Land Surveyors  
3440 Federal Drive, Suite 200 • Eagan, Minnesota 55122  
651-452-5051 • Fax: 651-452-9797 • email: info@rehder.com  
PROJECT NO.: 001-1278.029 DRAWING FILE: 1278029.DWG

**REVISIONS**

| WATERSHED DISTRICT SUBMITAL | DATE    |
|-----------------------------|---------|
| ADDENDUM NO. 2              | 9-18-01 |

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
Date 9-18-01  
Name John A. Krausert Reg. No. 16525

NEW ELEMENTARY SCHOOL  
CENTENNIAL PUBLIC SCHOOLS, I.S.D. NO. 12  
ELM STREET AND 4TH AVENUE  
LINO LAKES, MN 55014

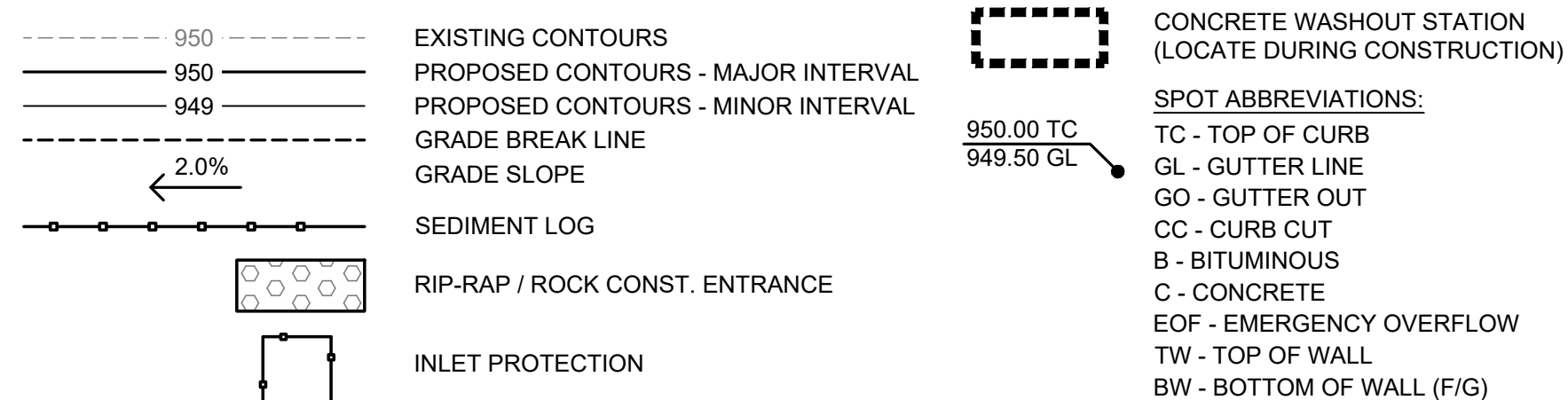
GRADING & EROSION CONTROL PLAN

DRAWN BY NPA  
CHECKED BY BGF

PROJECT NO. 00081  
DATE 9-18-01

SHEET C1  
ADDENDUM NO. 2

**LEGEND**



**GRADING NOTES**

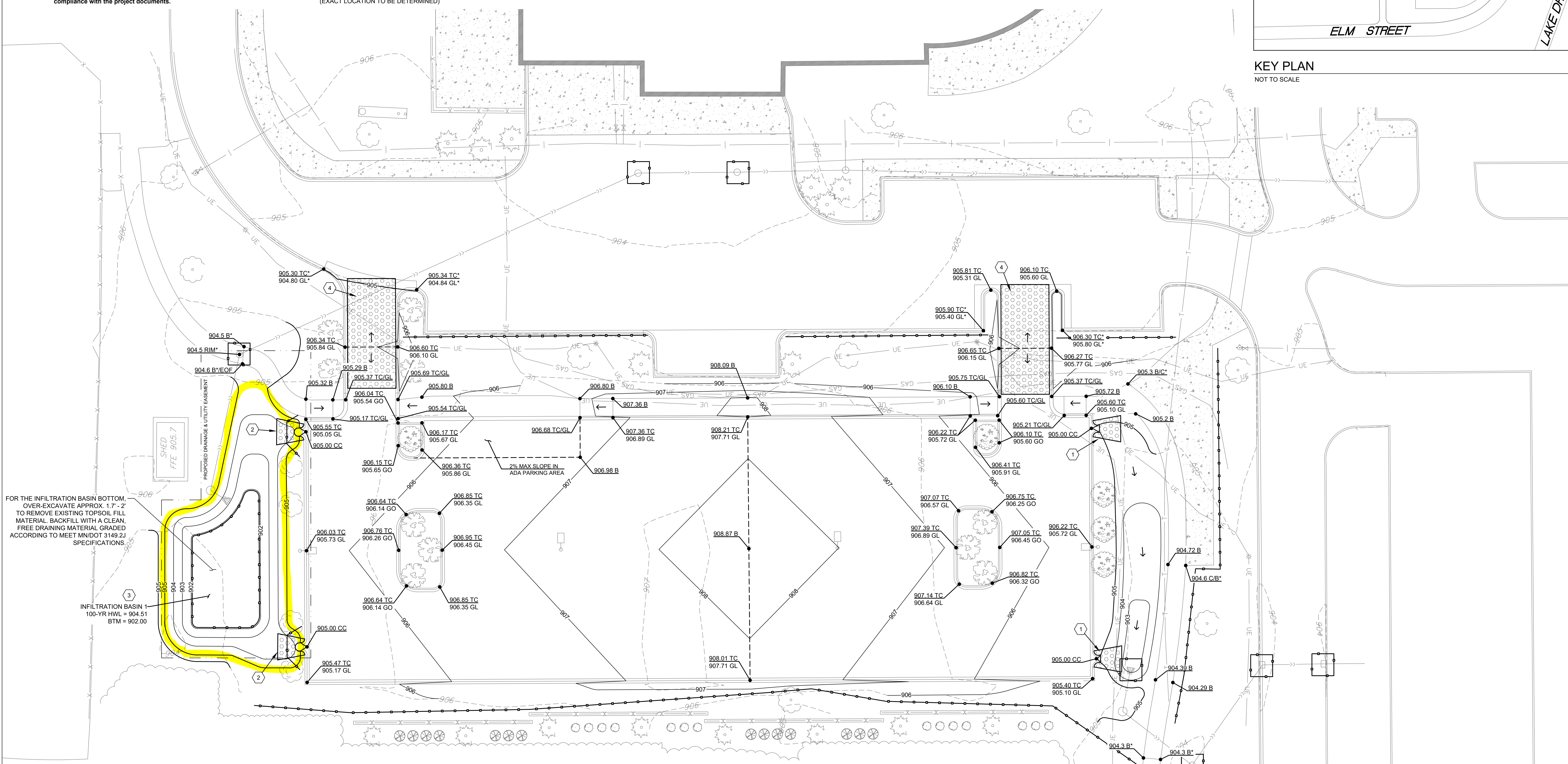
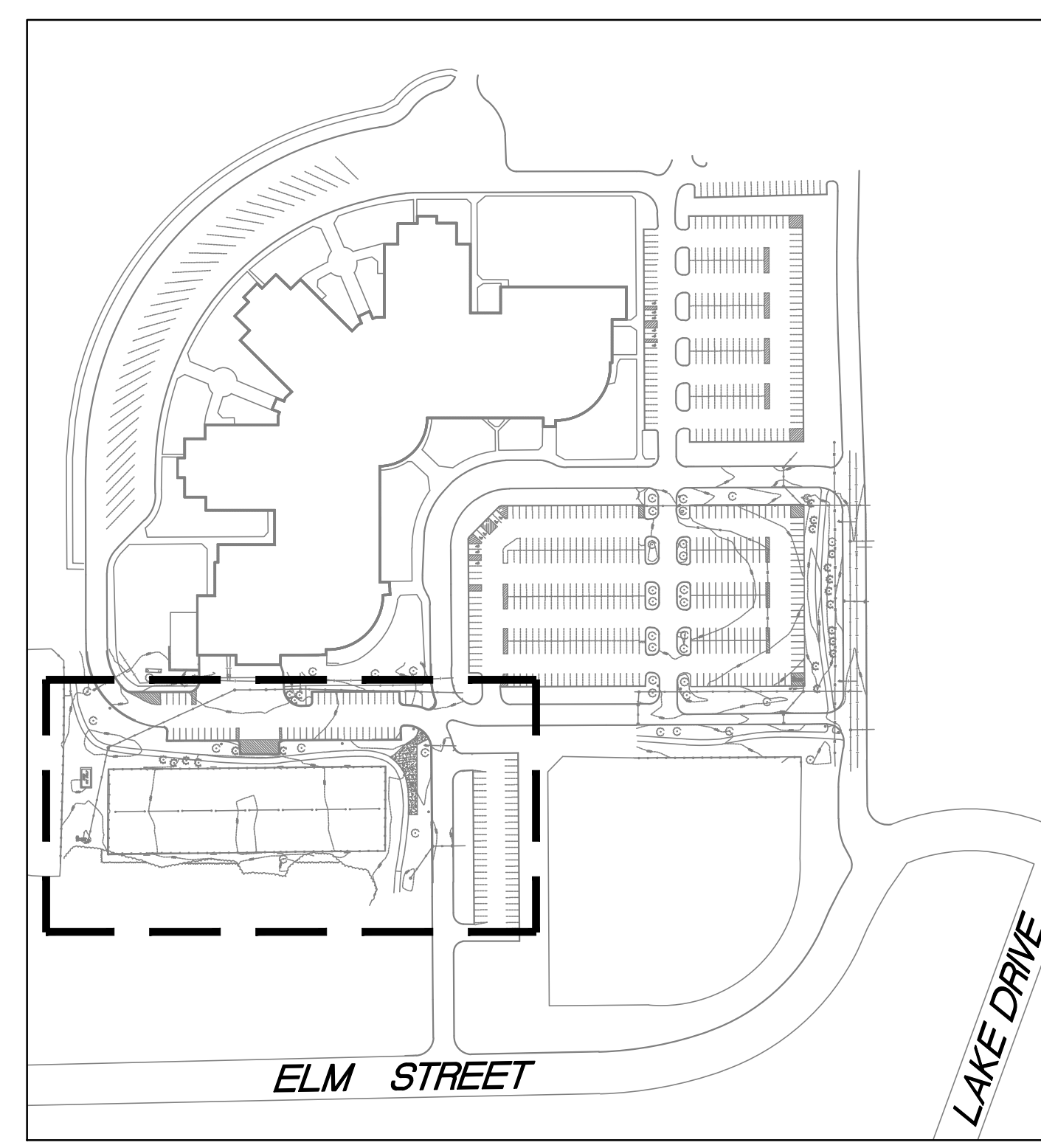
- Tree protection consisting of snow fence or safety fence installed at the drip line shall be in place prior to beginning any grading or demolition work at the site. See detail 1/C503.
- All elevations with an asterisk (\*) shall be field verified. If elevations vary significantly, notify the Engineer for further instructions.
- Grades shown in paved areas represent finish elevation.
- Restore all disturbed areas with 4" of good quality topsoil and seed.
- All construction shall be performed in accordance with state and local standard specifications for construction.
- Install erosion control blanket on all slopes 4:1 or greater. See detail 13/C501.
- Provide an as-built survey of the infiltration basin, showing compliance with the project documents.

**KEY NOTES**

- RIP RAP AT CURB CUT, SEE DETAIL 9/C501
- RIP RAP AT RAIN GUARDIAN STRUCTURE, SEE DETAIL 2/C502
- INFILTRATION BASIN, SEE DETAIL 1/C502
- ROCK CONSTRUCTION ENTRANCE, SEE DETAIL 8/C501 (EXACT LOCATION TO BE DETERMINED)

**EROSION CONTROL NOTES**

- Owner and Contractor shall obtain MPCA-NPDES permit. Contractor shall be responsible for all fees pertaining to this permit. The SWPPP shall be kept onsite at all times.
- Install temporary erosion control measures (inlet protection, silt fence, and rock construction entrances) prior to beginning any excavation or demolition work at the site.
- Erosion control measures shown on the erosion control plan are the absolute minimum. The contractor shall install temporary earth dikes, sediment traps or basins, additional siltation fencing, and/or disk the soil parallel to the contours as deemed necessary to further control erosion. All changes shall be recorded in the SWPPP.
- All construction site entrances shall be surfaced with crushed rock across the entire width of the entrance and from the entrance to a point 50' into the construction zone.
- The toe of the silt fence shall be trenched in a minimum of 6". The trench backfill shall be compacted with a vibratory plate compactor.
- All grading operations shall be conducted in a manner to minimize the potential for site erosion. Sediment control practices must be established on all down gradient perimeters before any up gradient land disturbing activities begin.
- All exposed soil areas must be stabilized as soon as possible to limit soil erosion but in no case later than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased. Temporary stockpiles without significant silt, clay or organic components (e.g., clean aggregate stockpiles, demolition concrete stockpiles, sand stockpiles) and the constructed base components of roads, parking lots and similar surfaces are exempt from this requirement.
- All storm sewer catch basins not needed for site drainage during construction shall be covered to prevent runoff from entering the storm sewer system. Catch basins necessary for site drainage during construction shall be provided with inlet protection.
- In areas where concentrated flows occur (such as swales and areas in front of storm catch basins and intakes) the erosion control facilities shall be backed by stabilization structure to protect these facilities from the concentrated flows.
- Inspect the construction site once every seven days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours. All inspections shall be recorded in the SWPPP.
- All BMPs must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/3 of the capacity of the BMP. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access. All repairs shall be recorded in the SWPPP.
- If sediment escapes the construction site, off-site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts.
- All soils tracked onto pavement shall be removed daily.
- All infiltration areas must be inspected to ensure that no sediment from ongoing construction activity is reaching the infiltration area and these areas are protected from compaction due to construction equipment driving across the infiltration area.
- Temporary soil stockpiles must have silt fence or other effective sediment controls, and cannot be placed in surface waters, including stormwater conveyances such as curb and gutter systems, or conduits and ditches unless there is a bypass in place for the stormwater.
- Collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes must be disposed of properly and must comply with MPCA disposal requirements.
- Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MPCA regulations.
- External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed onsite.
- All liquid and solid wastes generated by concrete washout operations must be contained in a leak-proof containment facility or impermeable liner. A compacted clay liner that does not allow washout liquids to enter ground water is considered an impermeable liner. The liquid and solid wastes must not contact the ground, and there must not be runoff from the concrete washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with MPCA regulations. A sign must be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
- Upon completion of the project and stabilization of all graded areas, all temporary erosion control facilities (silt fences, hay bales, etc.) shall be removed from the site.
- Contractor shall submit Notice of Termination for MPCA-NPDES permit within 30 days after Final Stabilization.



**NEXUS SOLUTIONS**  
 MADISON, WI  
 MILWAUKEE, WI  
 MAPLE GROVE, WI

THIS DRAWING IS PROPERTY OF NEXUS SOLUTIONS, LLC. USE OR REPRODUCTION WITHOUT WRITTEN PERMISSION IS PROHIBITED.

**Larson Engineering, Inc.**  
 3524 Labore Road  
 White Bear Lake, MN 55110  
 651.481.9120 (f) 651.481.9201  
 www.larsonengr.com

**CENTENNIAL MIDDLE SCHOOL ISD#12  
 TENNIS COURT RELOCATION  
 AND PARKING LOT ADDITION**

399 ELM STREET  
 LINO LAKES, MN 55014

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINTED NAME: JUSTIN NIELSEN, P.E.  
 SIGNATURE: *Justin Nielsen*  
 DATE: 03/14/2023 REG. NO. 52687

| Date | Revision Description |
|------|----------------------|
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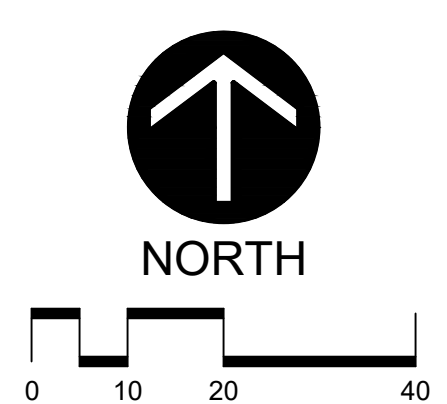
**CONSTRUCTION DRAWINGS**

|                 |                       |
|-----------------|-----------------------|
| DATE 03-14-2023 | PROJECT # 1222066.000 |
| DRAWN BY KK/JM  | CHECKED BY MH         |

DRAWING TITLE  
**PARKING LOT ADDITION  
 GRADING AND EROSION  
 CONTROL PLAN**

DRAWING NUMBER  
**C301**

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**CITY COUNCIL  
AGENDA ITEM 6C**

STAFF ORIGINATOR: Diane Hankee, City Engineer

MEETING DATE: March 27, 2023

TOPIC: Resolution No. 23-28, Accepting Quotes and Awarding a Construction Contract, 2023 Seal Coat and Crack Fill Project

VOTE REQUIRED: 3/5 Vote Required

**INTRODUCTION**

Staff is requesting authorization to accept quotes and award the construction contract for the 2023 Seal Coat and Crack Fill Project.

**BACKGROUND**

The 2023 Seal Coat and Crack Fill Project includes seal coating and crack filling approximately 2.3 miles of streets in the Millers Crossing neighborhood, the Trappers Crossing neighborhood, and along Woodridge Lane. A location map is enclosed. The project will be funded through Pavement Management funds. The overall budget is \$100,000.00.

Quotes for the project were received on March 22, 2023.

| <b>CONTRACTOR</b>          | <b>TOTAL QUOTE</b> |
|----------------------------|--------------------|
| Asphalt Concrete Solutions | Did Not Quote      |
| Allied Blacktop Company    | \$91,387.10        |
| Astech                     | Did Not Quote      |
| Bituminous Roadways Inc.   | Did Not Quote      |
| Pearson Bros, Inc.         | \$104,260.56       |
| SealTech                   | Did Not Quote      |

The low quote was submitted by Allied Blacktop Company of Maple Grove, Minnesota, in the amount of \$91,387.10. Allied Blacktop Company has adequately completed projects in the City of Lino Lakes in the past. The completion date for this project is July 31, 2023.

**RECOMMENDATION**

Staff recommends adoption of Resolution No. 23-28 accepting quotes and awarding a construction contract for the 2023 Seal Coat and Crack Fill Project, in the amount of \$91,387.10 to Allied Blacktop Company.

**ATTACHMENTS**

1. Resolution No. 23-28
2. Location Map

**CITY OF LINO LAKES  
RESOLUTION NO. 23-28**

**RESOLUTION ACCEPTING QUOTES, AND AWARDING A CONSTRUCTION  
CONTRACT, 2023 SEAL COAT AND CRACK FILL PROJECT**

**WHEREAS**, pursuant to a request for quotes for the construction of the 2023 Seal Coat and Crack Fill Project, quotes were received, and tabulated:

| <b>CONTRACTOR</b>          | <b>TOTAL QUOTE</b> |
|----------------------------|--------------------|
| Asphalt Concrete Solutions | Did Not Quote      |
| Allied Blacktop Company    | \$91,387.10        |
| Astech                     | Did Not Quote      |
| Bituminous Roadways Inc.   | Did Not Quote      |
| Pearson Bros, Inc.         | \$104,260.56       |
| SealTech                   | Did Not Quote      |

**WHEREAS**, it appears that Allied Blacktop Company of Maple Grove, Minnesota, is the lowest responsible bidder; and

**WHEREAS**, the funding for the project is from the Pavement Management funds in the amount of \$100,000.00; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lino Lakes that the Mayor and Clerk are hereby authorized and directed to enter into a contract with Allied Blacktop Company for the construction of the 2023 Seal Coat and Crack Fill Project in the amount of \$91,387.10;

Adopted by the Council of the City of Lino Lakes this 27<sup>th</sup> day of March, 2023.

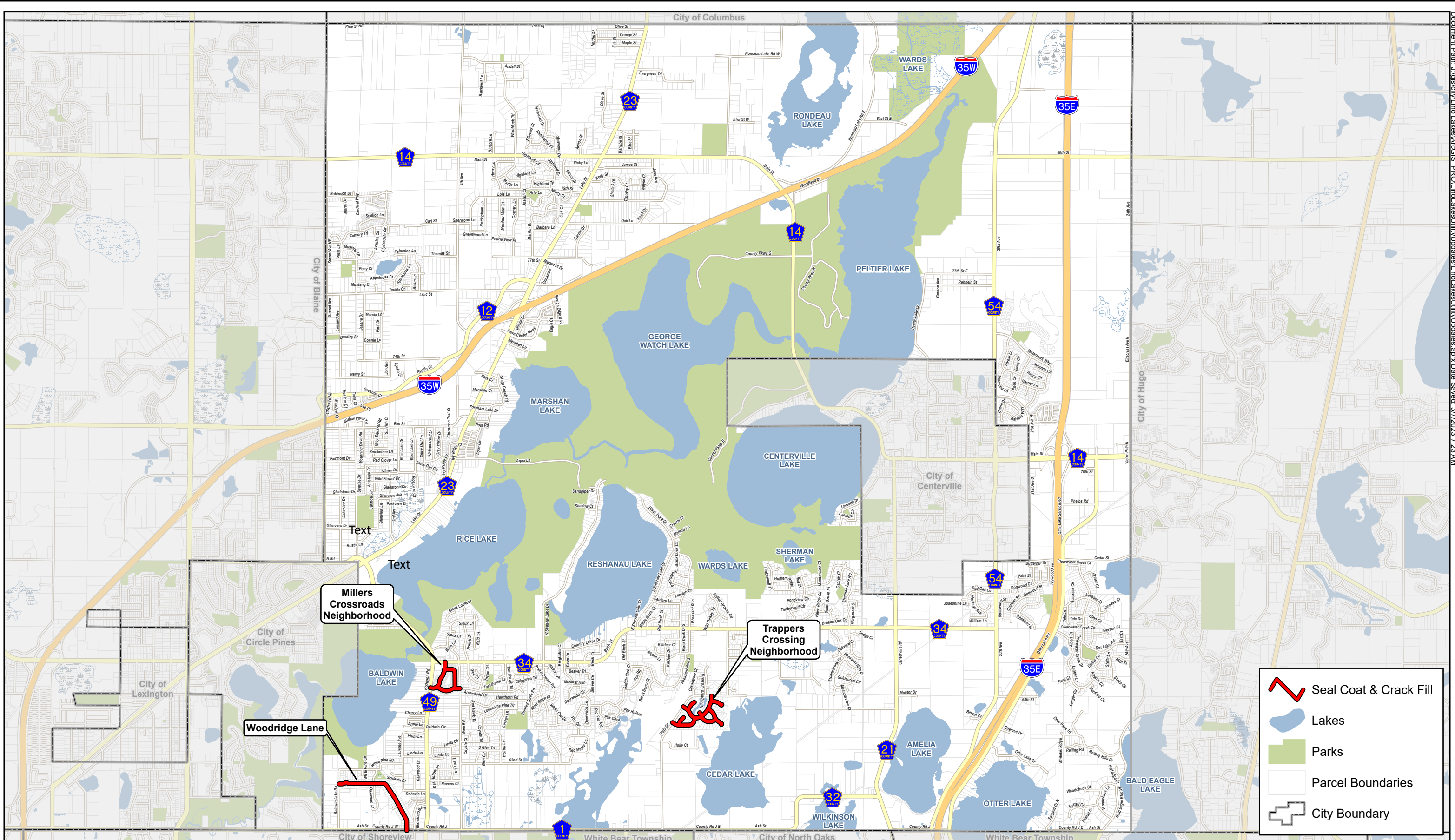
The motion for the adoption of the foregoing resolution was introduced by Council Member \_\_\_\_\_ and was duly seconded by Council Member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

The following voted against same:

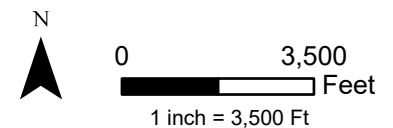
\_\_\_\_\_  
Rob Rafferty, Mayor

ATTEST:

\_\_\_\_\_  
Hannah Lynch, City Clerk



**2023 Seal Coat & Crack Fill  
Project Location Map**  
City of Lino Lakes, Minnesota





**CITY COUNCIL  
AGENDA ITEM 6D**

STAFF ORIGINATOR: Diane Hankee PE, City Engineer

MEETING DATE: March 27, 2023

TOPIC: Consider Resolution No. 23-24, Approving the Delegated Contract Process for Federally Funded Projects

VOTE REQUIRED: 3/5

**INTRODUCTION**

Staff is requesting council approval of the agreement between MnDOT and the City for the Delegated Contract Process used for Federally Funded Projects.

**BACKGROUND**

The Delegated Contract Process (DCP) is an agreement between MnDOT and the City that is enacted if and when the City receives federal funds. The agreement outlines the roles and responsibilities associated with federal aid funds and allows for MnDOT to act as the City's agent in accepting these funds for construction projects. This is typically a requirement of receiving federal funds. The City does not currently have federal funding on a project, however having this agreement in place ensures that the City would receive timely reimbursement if a project were to be federally funded.

**RECOMMENDATION**

Staff is recommending approval of Resolution No. 23-24, Approving the Delegated Contract Process agreement for Federally Funded Projects.

**ATTACHMENTS**

1. Resolution
2. MnDOT Agreement for DCP on Federal Projects

**CITY OF LINO LAKES  
RESOLUTION NO. 23-24**

**APPROVING THE DELEGATED CONTRACT PROCESS FOR  
FEDERALLY FUNDED PROJECTS**

**WHEREAS**, the Delegated Contract Process (DCP) is an agreement between MnDOT and local public agencies eligible to receive federal funds; and

**AND WHEREAS**, The agreement outlines the roles and responsibilities associated with federal aid funds and allows for MnDOT to act as a local agency’s agent in accepting these funds for construction projects;

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

1. That pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Lino Lakes to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.
2. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 1052220”, a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted by the Council of the City of Lino Lakes this 27<sup>th</sup> day of March, 2023.

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:

\_\_\_\_\_  
Hannah Lynch, City Clerk



**STATE OF MINNESOTA**

**AGENCY AGREEMENT**

for

**FEDERAL PARTICIPATION IN CONSTRUCTION**

This Agreement is entered into by and between City of Lino Lakes (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

**RECITALS**

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1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government’s agent in accepting federal funds on the Local Government’s behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration (“FHWA”) federal funds, hereinafter referred to as the “Project(s)”; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
  - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
  - 2.2. This project is for construction, not research and development.
  - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

**AGREEMENT TERMS**

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**1. Term of Agreement; Prior Agreement**

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.

**2. Local Government’s Duties**

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
  - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, (“Project Engineer”), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.
- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.
- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The Local Government will receive and open bids.
- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.
- 2.4. **Contract Administration.**
- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative

Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

## 2.5. Limitations.

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination

include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

### 3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

#### 3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

### 4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

### 5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
  - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
  - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
  - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
- 7.1. MnDOT's Authorized Representative is:
- Name: Kristine Elwood, or her successor.
- Title: State Aid Engineer
- Phone: 651-366-4831
- Email: Kristine.elwood@state.mn.us
- MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2. The Local Government's Authorized Representative is:
- Name: Sarah Cotton or their successor.
- Title: Lino Lakes City Administrator
- Phone: 651-982-2410
- Email: SCotton@linolakes.us
- If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.



- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

## 9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

## 10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission

on the part of these employees are in no way MnDOT's obligation or responsibility.

- 13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. Termination; Suspension**
- 14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
- 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not 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. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
- 17. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or

any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

## 18. Federal Contract Clauses

- 18.1. **Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
  - 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public

Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
  - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities

Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**City of Lino Lakes**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY COUNCIL  
AGENDA ITEM 6E**

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: March 27, 2023

TOPIC: Consider Resolution No. 23-29, Authorizing 2024 Environmental and Natural Resources Trust Fund Application for Water Stewardship

VOTE REQUIRED: 3/5

**INTRODUCTION**

Staff is requesting City Council’s authorization to submit a 2024 Environmental and Natural Resources Trust Fund (ENRTF) application for funding implementation of the Water Stewardship Program.

**BACKGROUND**

The City of Lino Lakes municipal water system currently provides drinking water to over 17,000 residents and over 200 businesses. The City draws its public water supply from the Prairie Du Chien/Jordan Aquifer. Concern over decreasing lake levels of White Bear Lake led to court imposed restrictions on municipal water appropriation permits and the formation of the North and East Metro Groundwater Management Area. The DNR identified the area, including Lino Lakes, as an area of specific concern where groundwater resources are at risk of overuse and degraded quality.

In 2022 the City wells pumped approximately 625,000,000 gallons to service demand. Our pumping volumes from November through May averaged 29,000,000 gallons/month. However, these volumes increased nearly three times to an average of 84,000,000 gallons per month from June through October. Most of this increase can be attributed to non-domestic use such as irrigation.

Our greatest opportunity to reduce consumption is to change customer habits. Accordingly public education is an important component of the City’s water conservation plan. Providing timelier water use information is critical to this effort. More frequent access to data will allow residents to self-monitor water use and identify problems sooner and adjust accordingly. While voluntary, better and timelier information is anticipated to result in a decrease in water use. In order to do this, additional hardware and software is required.

Staff is currently proposing to implement a tower based radio read system that, coupled with 1 gallon resolution meters, radio transceivers and a customer portal, would ultimately enable real-time feedback on water use to residents. The system would also provide customer alerts based on use patterns and provide operating information to water utility staff.



The City's application to the Environmental and Natural Resources Trust Fund (ENRTF) in 2022, requesting \$200,000 for a similar program, was unsuccessful. City staff is proposing a scaled back Phase 1 implementation that would provide immediate monthly feedback to all water utility customer while allowing for real time advancement as new meters are added to the system.

The Phase 1 project would include installation of an antenna and base station for city-wide continuous data collection, and acquisition of software for analytics and customer portal. Approximately 1,000 customers (20%) already have the correct radio to begin use of the system with immediate reads. Additionally, staff is proposing to start citywide monthly reads. This would provide immediate opportunity for all water customers to access improved data.

The estimated cost of the Phase 1 program is \$130,000.

The Legislative-Citizen Commission on Minnesota Resources (LCCMR) is currently accepting applications for the ENRTF through March 31, 2023. Staff is proposing to submit a request for \$100,000 with a local match of \$30,000 to fund the initial capital costs and rollout of the program. Funding for the local match is included in the water utility operating fund. Approximately \$50,000 is budgeted for technology upgrades.

### **RECOMMENDATION**

Staff is recommending approval of Resolution No. 23-29.

### **ATTACHMENTS**

1. Resolution No. 23-29

**CITY OF LINO LAKES**

**RESOLUTION NO. 23-29**

**RESOLUTION AUTHORIZING GRANT APPLICATION TO THE MINNESOTA ENVIRONMENT AND NATURAL RESOURCES TRUST FUND FOR WATER STEWARDSHIP**

**WHEREAS**, the City of Lino Lakes (“City”) is located within the North and East Metro Groundwater Management Area, identified by the Minnesota Department of Natural Resources as an area of specific concern where groundwater resources are at risk of overuse and degraded quality, and

**WHEREAS**, the City’s Water Conservation Plan establishes a goal to achieve a decreasing trend in per capita water use; and

**WHEREAS**, providing water users with information to assist with and drive behavioral changes is critical to reducing water use, and

**WHEREAS**, the Legislative-Citizen Commission on Minnesota Resources (LCCMR) reviews proposals that aim to protect, conserve, preserve and enhance Minnesota’s air, water, land, fish wildlife and natural resources. The LCCMR makes funding recommendations to the Minnesota Legislature from the Environment and Natural Resources Trust Fund (ENRTF).

**NOW, THEREFORE BE IT RESOLVED** by the City Council of The City of Lino Lakes that a proposal to the LCCMR requesting funding is supported and hereby approved.

Adopted by the Council of the City of Lino Lakes this 27<sup>th</sup> day of March, 2023.

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:

\_\_\_\_\_  
Hannah Lynch, City Clerk