



# CITY COUNCIL AGENDA

Monday, July 10, 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, 5:30 P.M.

**Community Room (not televised)**

**Work Session began at 5:30 PM. CM Cavegn absent.**

1. Retention Pay Increases for Part-Time Employees at the Rookery, Meg Sawyer
2. Minnesota Public Safety Aid, John Swenson
3. Review Regular Agenda

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

- Call to Order and Roll Call

**Called to order at 6:30 PM.**

**Councilmembers Lyden, Stoesz, Ruhland, and Mayor Rafferty present.**

**Councilmember Cavegn absent.**

- Pledge of Allegiance
- Open Mike / Public Comment (*in person or received in writing prior to meeting*) Opened at 6:31 PM.

Mr. Christopher Stowe addressed Council.

### **i. Motion to: Close open mike (6:41 PM)**

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	<b>Lyden</b>
<b>SECONDER:</b>	<b>Stoesz</b>
<b>AYES:</b>	<b>All in favor</b>
<b>ABSENT:</b>	<b>Cavegn</b>

- Setting the Agenda: Addition or deletion of agenda items

## SPECIAL PRESENTATION

*Lino Lakes Ambassadors – Annual Recap and Introduction of Candidates*

**1. CONSENT AGENDA**

- A) Consider Approval of Expenditures for July 10, 2023 (Check No. 118876 through 118965) in the Amount of \$361,082.29
- B) Consider Approval of Resolution 23-60, Approving a Special Event Permit, On-Sale Temporary License, and Cabaret License for St. Joseph’s Church
- C) Consider Approval of Resolution 23-61, Approving a Special Event Permit for Living Waters Church
- D) Consider Approval of Resolution 23-70, Approving a New 3.2 Off-Sale License and Tobacco License for Kwik Trip

**i. Motion to: Approve Consent Agenda items 1A – 1D:**

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	<b>Ruhland</b>
<b>SECONDER:</b>	<b>Stoesz</b>
<b>AYES:</b>	<b>All in favor</b>
<b>ABSENT:</b>	<b>Cavegn</b>

**2. FINANCE DEPARTMENT REPORT**

No report

**3. ADMINISTRATION DEPARTMENT REPORT**

- A) Consider Appointment of Community Service Officer, Meg Sawyer
  - i) Motion to: Approve appointment of CSO**

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	<b>Ruhland</b>
<b>SECONDER:</b>	<b>Stoesz</b>
<b>AYES:</b>	<b>All in favor</b>
<b>ABSENT:</b>	<b>Cavegn</b>

- B) Consider Appointment of Accounting Clerk II, Meg Sawyer
  - i) Motion to: Approve appointment of Accounting Clerk II**

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	<b>Lyden</b>
<b>SECONDER:</b>	<b>Stoesz</b>
<b>AYES:</b>	<b>All in favor</b>
<b>ABSENT:</b>	<b>Cavegn</b>

**4. PUBLIC SAFETY DEPARTMENT REPORT**

No report

**5. PUBLIC SERVICES DEPARTMENT REPORT**

No report

**6. COMMUNITY DEVELOPMENT REPORT**

- A) Bluebill Ponds Second Addition, Katie Larsen
  - i. Consider Resolution No. 23-62 Approving Final Plat

**a. Motion to: Approve Resolution 23-62**

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	<b>Lyden</b>
<b>SECONDER:</b>	<b>Stoesz</b>
<b>AYES:</b>	<b>All in favor</b>
<b>ABSENT:</b>	<b>Cavegn</b>

- ii. Consider Resolution No. 23-63 Approving Development Agreement:

**b. Motion to: Approve Resolution 23-63**

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	<b>Ruhland</b>
<b>SECONDER:</b>	<b>Stoesz</b>
<b>AYES:</b>	<b>All in favor</b>
<b>ABSENT:</b>	<b>Cavegn</b>

- B) Consider Resolution No. 23-68, Approving Joint Powers Agreement with City of Columbus, Scannell Properties AUAR, Michael Grochala

**i. Motion to: Approve Resolution 23-68**

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	<b>Lyden</b>
<b>SECONDER:</b>	<b>Ruhland</b>
<b>AYES:</b>	<b>All in favor</b>
<b>ABSENT:</b>	<b>Cavegn</b>

- C) Consider Resolution No. 23-69, Approving Acquisition of Certain Real Property, Lake Drive Trunk Utility Improvements, Michael Grochala

**i. Motion to: Approve Resolution 23-69**

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	<b>Stoesz</b>
<b>SECONDER:</b>	<b>Ruhland</b>
<b>AYES:</b>	<b>All in favor</b>
<b>ABSENT:</b>	<b>Cavegn</b>

E) Consider Resolution No. 23-67, Approving Change Order No. 1, 2023 Pheasant Run Reconstruction Project, Michael Grochala

**i. Motion to: Approve Resolution 23-67**

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	<b>Lyden</b>
<b>SECONDER:</b>	<b>Stoesz</b>
<b>AYES:</b>	<b>All in favor</b>
<b>ABSENT:</b>	<b>Cavegn</b>

**7. UNFINISHED BUSINESS**

None

**8. NEW BUSINESS**




None

**Adjournment**

**Motion to: Adjourn**

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	<b>Ruhland</b>
<b>SECONDER:</b>	<b>Stoesz</b>
<b>AYES:</b>	<b>All in favor</b>
<b>ABSENT:</b>	<b>Cavegn</b>

**Meeting adjourned at 7:01 PM.**

<i>Community Calendar – A Look Ahead</i>		
<b>July 10, 2023 through July 24, 2023</b>		
 Wednesday, July 12	6:30 pm, Council Chambers	Planning & Zoning Board
 Monday, July 24	6:00 pm, Community Room	Council Work Session
 Monday, July 24	6:30 pm, Council Chambers	City Council Meeting



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

**Date:** July 10, 2023  
**To:** City Council  
**From:** Meg Sawyer, Human Resources and Communications Manager  
**Re:** Retention Pay Increases for Part-Time Employees at the Rookery

---

**Background**

In April 2022, the City Council approved Resolution No. 22-45, Establishing the Compensation Plan for Part-Time Rookery Activity Center Personnel. The compensation plan was established based on a review of hourly rates included in the Recreation and Aquatic Center Feasibility Study prepared by ISG, as well as the hourly rates of pay for comparable positions in the metro area. Hourly wage ranges were established to help ensure a successful recruitment effort. The approved positions and wage ranges are as follows:

<b>Position Title</b>	<b>Range Min</b>	<b>Range Max</b>
Aquatic Fitness Instructor	\$21.00	\$25.00
Aquatics Lead	\$16.00	\$20.00
Child Watch Attendant	\$13.00	\$15.00
Custodial Maintenance Worker	\$20.00	\$25.00
Guest Services Representative	\$13.00	\$15.00
Lifeguard	\$13.00	\$17.00
Manager on Duty	\$16.00	\$20.00
Recreation Attendant	\$10.50	\$15.00
Swim Instructor	\$14.00	\$20.00

The Rookery Activity Center officially opened in May of 2022 and over time has employed over 160 employees. The City of Lino Lakes has 25 part-time employees who have completed over one year of service at the Rookery. In order to retain current employees, and recruit future employees, staff is proposing retention pay increases for Rookery permanent part-time staff who have completed one year of service.

With high turn-over rates and a tough market for hiring part-time employees, this program should assist with the retention of current employees and the recruitment of future employees at the Rookery. The program will better position the City in its effort to compete with other local community centers, the YMCA, Foss Swim School, and other local establishments.

Based on market studies and current hiring trends, staff is proposing a \$0.50 hourly increase to part-time employees who have completed one year of service at the Rookery. Staff will be eligible for future increases on their anniversary date. Employees will not be eligible for a retention wage increase once they have reached the position maximum.

The proposed retention pay increases will not result in any additional impact to the 2023 Adopted Rookery Budget, as retention assumptions were developed and included during the budget process.

**Requested Council Direction**

Discuss the implementation of retention pay increases for part-time Rookery personnel.

**Attachments**

Resolution No. 22-45

**CITY OF LINO LAKES  
RESOLUTION NO. 22-45**

**RESOLUTION ESTABLISHING THE COMPENSATION PLAN FOR PART-TIME  
ROOKERY ACTIVITY CENTER PERSONNEL**

**WHEREAS**, Section 207.04 of the Code of Ordinances requires the City Administrator to establish and maintain a compensation plan for all positions in the City, which is to be reviewed and approved by the City Council; and

**WHEREAS**, the City of Lino Lakes will be opening the Rookery Activity Center and providing fitness, aquatics, and various recreational programming opportunities to the community; and

**WHEREAS**, part-time employees are a key component of the staffing model of the activity center; and

**WHEREAS**, the hourly wages of part-time Rookery personnel are essential to an effective recruitment and retention program.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lino Lakes that the city does hereby establish the compensation plan for part-time Rookery Activity Center personnel as follows:

<b>Position Title</b>	<b>Range Min</b>	<b>Range Max</b>
Aquatic Fitness Instructor	\$21.00	\$25.00
Aquatics Lead	\$16.00	\$20.00
Child Watch Attendant	\$13.00	\$15.00
Custodial Maintenance Worker	\$20.00	\$25.00
Guest Services Representative	\$13.00	\$15.00
Lifeguard	\$13.00	\$17.00
Manager on Duty	\$16.00	\$20.00
Recreation Attendant	\$10.50	\$15.00
Swim Instructor	\$14.00	\$20.00

Adopted by the Council of the City of Lino Lakes this 25th day of April, 2022.

The motion for the adoption of the foregoing resolution was introduced by Councilmember Cavegn and was duly seconded by Councilmember Stoesz and upon vote being taken thereon, the following voted in favor thereof: Cavegn, Lyden, Stoesz, Rafferty

The following voted against same: None (Absent - Ruhland)

  
Rob Rafferty, Mayor

ATTEST:

  
Julianne Bartell, City Clerk

**CITY COUNCIL  
AGENDA ITEM 3A**

STAFF ORIGINATOR: Sarah Cotton, City Administrator

MEETING DATE: April 25, 2022

TOPIC: Consider Resolution No. 22-45, Establishing the Compensation Plan for Part-Time Rookery Activity Center Personnel

VOTE REQUIRED: 3/5

**INTRODUCTION**

The City Council is being asked to consider approval of Resolution No. 22-45, Establishing the Compensation Plan for Part-Time Rookery Activity Center Personnel.

**BACKGROUND**

On June 28, 2001 the City Council accepted the Recreation and Aquatic Center Feasibility Study, prepared by ISG and during the work session on November 1, 2021 affirmed the opening of a Lino Lakes Recreation Center.

The feasibility study includes recommendations regarding full-time and part-time staffing needs for the Rookery Activity Center. Staff has reviewed the hourly rates for part-time personnel included in the feasibility study, as well as hourly rates of pay for comparable positions in the metro area. Based on this review and to help ensure a successful recruitment effort, staff is recommending the following hourly rate ranges for part-time positions at the Rookery Activity Center:

<b>Position Title</b>	<b>Range Min</b>	<b>Range Max</b>
Aquatic Fitness Instructor	\$21.00	\$25.00
Aquatics Lead	\$16.00	\$20.00
Child Watch Attendant	\$13.00	\$15.00
Custodial Maintenance Worker	\$20.00	\$25.00
Guest Services Representative	\$13.00	\$15.00
Lifeguard	\$13.00	\$17.00
Manager on Duty	\$16.00	\$20.00
Recreation Attendant	\$10.50	\$15.00
Swim Instructor	\$14.00	\$20.00

**RECOMMENDATION**

Staff is recommending approval of Resolution No. 22-45.

**ATTACHMENTS**

Resolution No. 22-45, Establishing the Compensation Plan for Part-Time Rookery Activity Center Personnel

**WORK SESSION STAFF REPORT**  
**Work Session Item 2**

**Date:** July 10, 2023  
**To:** City Council  
**From:** John Swenson, Public Safety Director  
**Re:** Minnesota Public Safety Aid

---

**Background**

The 2023 Tax Omnibus bill approved by the Minnesota legislature provides \$300 million in December 2023 to townships, cities, counties, and tribal governments for public safety purposes. The Minnesota Department of Public Safety must determine and notify each government entity the amount of public safety aid the entity will receive by August 1, 2023. The funds must be disbursed to the entities no later than December 26, 2023.

Based on the funding formula included in the legislation we anticipate that Lino Lakes will receive approximately \$929,294 in public safety aid.

Senator Gustafson, who was chief author of this legislation in the Senate, has previously provided information on what this public safety aid can be used for. Here is that information:

- Money to provide public safety, including but not limited to community violence prevention and intervention programs, community engagement, mental health crisis responses, victim services, training programs, first responder wellness, or to pay other personnel or equipment costs.
- Proceeds **may not** be used for employer contributions to the public employee's police and fire fund if the entity received police state aid in the year immediately prior, or any costs associated with alleged wrongdoing or misconduct.
- Proceeds **may not** be used for the purchase of an armored or tactical vehicle
- Proceeds **may not** be used for the purchase of tear gas, chemical munitions, or substantially similar items
- Proceeds **may not** be used for construction, reconstruction, remodeling, expansion, or improvement of a police station, including related facilities. For purposes of this clause, "related facilities" includes access roads, lighting, sidewalks, and utility components on or adjacent to the property on which the police station is located that are necessary for safe access to and use of the building.

The decision related to the use of these one-time public safety dollars will affect the 2024, and possibly the 2025, Public Safety budgeting process; therefore staff is seeking Council direction on proposed uses of these funds.

Staff is recommending that we establish a budget for these funds as follows:

Digital Evidence (In-squad Camera and Body Worn Camera (BWC) with supporting infrastructure):

Staff is proposing allocating up to \$200,000.00 for the replacement of all in-squad and BWCs to include the backend servers as well as other required infrastructure.

Our current system is nearing its end of life and we are experiencing a higher rate of failures with our cameras. The software platform, Panasonic Arbitrator, will no longer be supported by the vendor in December 2024. As part of the Capital Replacement Plan, we are scheduled to replace our digital evidence system in 2025.

If we do not use the Public Safety Aid funds for the replacement of our digital evidence system, we will need to budget \$30,500 in the 2024 budget to cover the immediate replacement needs for the failing components.

Use of the Public Safety Aid funds for this purchase would enable the removal of the Digital Evidence replacement from the 2025 Capital Replacement Plan, which is currently budgeted at \$150,000.

Public Safety Wellness:

In the fall of 2022, the Public Safety Department engaged with Provicta to enhance our employee wellness programming to:

- Improve individual employee health and wellness.
- Reduce the number of work related injuries.
- Reduce the costs for work related injuries sustained by employer.
- Utilize a data driven approach to wellness program in the Public Safety Department.
- Expand one-on-one programming to all Public Safety Department staff.

The large group wellness training are conducted as part of our Public Safety Department meetings and are available to all staff.

The one-on-one wellness programming started in January 2023 and has improved employee wellness amongst our police staff. At this time, the one-on-one wellness offerings are only available to our police staff because of the restriction on use of forfeiture dollars, which is the funding mechanism for these offerings to police staff.

In order to provide the one-on-one wellness offerings to all Public Safety staff, I propose using up \$100,000 of the Public Safety Aid to fund this important wellness programming.

Organizational Crisis Planning & Preparedness:

Staff is proposing to allocate up to \$25,000 to engage with Axtell Group to develop an organizational crisis response plan and conduct a series of table top exercises across the organization.

The Axtell Group will work with staff to identify key stakeholders within the Public Safety Department, other City Departments, and elected officials. Roles and responsibilities would be created for stakeholders as they relate to the individuals' role in the crisis response. The development of a crisis response plan will serve as a guide for staff and elected officials when such an event occurs.

In order to ensure staff and elected officials are familiar with the crisis response plan and their role, a series of table top exercises will be conducted across the identified stakeholders.

#### Fire Equipment for New Tenders:

In September 2022, we entered into a contract to purchase two Tenders from Custom Fire and we anticipate that the new Tenders will be delivered in late 2023 or early 2024. In order to fully equipment these two new Tenders, equipment will need to be purchased totaling \$156,280.

Staff proposes to fund some of this purchase with proceeds from the sale of our current Tender 1 and Tender 2. Given the age of Tender 1 and Tender 2, staff does not believe that the proceeds from the sale of these Tenders will cover the cost of the new equipment. Staff proposes allocating up to \$75,000 for the purchase of needed equipment for the new Tenders.

#### Public Safety Personnel Retention & Recruitment:

The Public Safety Department continues to experience staffing difficulties within both the Police and Fire Divisions. We have not been fully staffed with police and fire staff for several years and the number of applicants for police and fire positions continues to be low. These staffing challenges are wide spread throughout the Twin Cities metro area as well as throughout our nation.

Staff proposes dedicating up to \$300,000 to establish a Public Safety Retention & Recruitment program that focuses on a long-term strategy to retain current staff as well as recruitment initiatives that will enhance our pool of public safety applicants.

Staff is currently researching options for this retention and recruitment programing that is authorized under current law and will achieve the retention of public safety staff long-term and recruit top talent.

#### Future Public Safety Capital Equipment Funding:

If members of Council are supportive of the proposed funding level detailed in this report, that would leave approximately \$229,294 to offset future Public Safety Capital Equipment purchases. As more precise costs are determined for the proposed usages contained in this staff report, the amount available for future Public Safety Capital Equipment purchases will likely increase.

Staff is seeking Council direction.



## **Attachments**

None



# **Expenditures**

July 10, 2023

Check #118876 to #118965

\$361,082.29

# Accounts Payable

## Check Detail

User: jessica.eller  
Printed: 07/06/2023 - 2:36PM



Check Number	Check Date		Amount
<b>2 - 1st Choice Document Destruction Line Item Account</b>			
118883	07/10/2023		
Inv	23-2579		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/17/2023	Shred Day Event 3,020 Pounds Recycled	101-462-4410-000	840.00
Inv 23-2579 Total			840.00
118883 Total:			840.00
<b>2 - 1st Choice Document Destruction Total:</b>			
			840.00
<b>1888 - Adolph Kiefer &amp; Associates LLC Line Item Account</b>			
118884	07/10/2023		
Inv	INV001321710		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/02/2023	Lanyards & Hip Packs	202-451-4200-000	265.50
Inv INV001321710 Total			265.50
118884 Total:			265.50
<b>1888 - Adolph Kiefer &amp; Associates LLC Total:</b>			
			265.50
<b>14 - AFSCME Council #5 Line Item Account 101-000-2040-000</b>			
118880	07/07/2023		
Inv			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/06/2023	PR Batch 00002.07.2023 Union Dues AFSCME	101-000-2040-000	391.30
Inv Total			391.30
118880 Total:			391.30
<b>14 - AFSCME Council #5 Total:</b>			
			391.30
<b>16 - Aid Electric Corporation Line Item Account</b>			
118885	07/10/2023		

Check Number	Check Date		Amount
Inv 74768			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2023	Sauna Automation Repair	202-451-4300-000	838.00
Inv 74768 Total			838.00
Inv 74809			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2023	Troubleshoot Sprinkler Pump at Sunrise Park	101-450-4410-000	838.00
Inv 74809 Total			838.00
Inv 74811			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2023	Repair GFI's at City Hall Rear Entry Door & Sidewalks	101-432-4300-000	1,088.00
Inv 74811 Total			1,088.00
118885 Total:			2,764.00
<b>16 - Aid Electric Corporation Total:</b>			2,764.00
<b>25 - American Legal Publishing Corp Line Item Account</b>			
118886	07/10/2023		
Inv 26021			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2023	Internet Renewal Period 7/7/2023 - 7/7/2024	101-402-4410-000	375.00
Inv 26021 Total			375.00
118886 Total:			375.00
<b>25 - American Legal Publishing Corp Total:</b>			375.00
<b>1017 - American Test Center Line Item Account</b>			
118887	07/10/2023		
Inv 2231252			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2023	Annual Safety Inspection #622	101-421-4410-000	1,616.00
Inv 2231252 Total			1,616.00
118887 Total:			1,616.00
<b>1017 - American Test Center Total:</b>			1,616.00
<b>54 - Aspen Mills, Inc. Line Item Account</b>			

Check Number	Check Date		Amount
118888	07/10/2023		
Inv	315163		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2023	Uniform Allowance - A. Riehm	101-420-4370-000	104.85
Inv 315163 Total			104.85
Inv	315220		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2023	Dept Exp - W. Pederson	101-420-4370-000	58.20
Inv 315220 Total			58.20
Inv	315280		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2023	Uniform Allowance - C. Boehme	101-420-4370-000	32.45
Inv 315280 Total			32.45
Inv	315708		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2023	Uniform Allowance - S. Bergeron	101-420-4370-000	153.90
Inv 315708 Total			153.90
Inv	315834		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2023	Dept Exp - G. Streater	101-421-4370-000	365.89
Inv 315834 Total			365.89
Inv	315842		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2023	Uniform Allowance - D. Thill	101-420-4370-000	259.80
Inv 315842 Total			259.80
118888 Total:			975.09
<b>54 - Aspen Mills, Inc. Total:</b>			975.09

**1790 - Buchmeier, Lindsay Line Item Account 101-461-4331-000**

118889	07/10/2023		
Inv	Q22023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2023	2nd Qtr 2023 Stipend	101-461-4331-000	150.00
Inv Q22023 Total			150.00

Check Number	Check Date		Amount
118889 Total:			150.00
<b>1790 - Buchmeier, Lindsay Total:</b>			150.00
<b>1751 - Cavegn, Cassandra Line Item Account 101-461-4331-000</b>			
118890	07/10/2023		
Inv	Q22023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2023	2nd Qtr 2023 Stipend	101-461-4331-000	150.00
Inv Q22023 Total			150.00
118890 Total:			150.00
<b>1751 - Cavegn, Cassandra Total:</b>			150.00
<b>1030 - CCP Industries Line Item Account</b>			
118891	07/10/2023		
Inv	IN03298058		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2023	Gloves	101-430-4211-000	77.14
Inv IN03298058 Total			77.14
118891 Total:			77.14
<b>1030 - CCP Industries Total:</b>			77.14
<b>1093 - Centennial School District 12 Line Item Account</b>			
118892	07/10/2023		
Inv	6/29/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2023	St. Croix Luncheon Cruise	202-451-4410-608	148.00
Inv 6/29/2023 Total			148.00
118892 Total:			148.00
<b>1093 - Centennial School District 12 Total:</b>			148.00
<b>116 - CenterPoint Energy Line Item Account</b>			
118893	07/10/2023		
Inv	June 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2023	Natural Gas	101-450-4383-000	44.60
06/28/2023	Natural Gas	101-432-4383-500	96.11

Check Number	Check Date		Amount
06/28/2023	Natural Gas	101-432-4383-502	185.95
06/28/2023	Natural Gas	601-494-4383-000	95.74
06/28/2023	Natural Gas	101-432-4383-501	42.42
06/28/2023	Natural Gas	602-495-4383-000	116.44
Inv June 2023 Total			581.26
118893 Total:			581.26
<b>116 - CenterPoint Energy Total:</b>			581.26
<b>117 - Central Pension Fund Line Item Account 101-000-2040-000</b>			
118876	06/23/2023		
Inv	June 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2023	Central Pension Fund	101-000-2040-000	5,376.00
Inv June 2023 Total			5,376.00
118876 Total:			5,376.00
<b>117 - Central Pension Fund Total:</b>			5,376.00
<b>138 - City of St. Paul Line Item Account</b>			
118894	07/10/2023		
Inv	IN54318		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2023	Asphalt	101-430-4224-000	4,158.14
Inv IN54318 Total			4,158.14
118894 Total:			4,158.14
<b>138 - City of St. Paul Total:</b>			4,158.14
<b>761 - Comcast Line Item Account 101-432-4321-502</b>			
118895	07/10/2023		
Inv	0131882		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/24/2023	Phone & Internet Services	101-432-4321-502	371.70
Inv 0131882 Total			371.70
118895 Total:			371.70
<b>761 - Comcast Total:</b>			371.70

**149 - Connexus Energy Line Item Account**

118896            07/10/2023

Inv    June 2023

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2023	Electric	601-494-4381-000	2,773.15
06/29/2023	Electric	101-432-4381-500	1,037.75
06/29/2023	Electric	101-430-4385-000	1,781.77
06/29/2023	Electric	101-420-4381-000	31.87
06/29/2023	Electric	101-450-4381-000	69.30
06/29/2023	Electric	602-495-4381-000	963.67

Inv June 2023 Total 6,657.51

118896 Total: 6,657.51

**149 - Connexus Energy Total:**

6,657.51

**1278 - Core & Main LP Line Item Account**

118897            07/10/2023

Inv    T082845

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2023	Meters	601-494-4215-000	5,000.55

Inv T082845 Total 5,000.55

118897 Total: 5,000.55

**1278 - Core & Main LP Total:**

5,000.55

**167 - Dalco, Inc. Line Item Account**

118898            07/10/2023

Inv    4097979

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2023	Toilet Tissue, Metal Polish & Can Liners	202-451-4211-000	112.27

Inv 4097979 Total 112.27

Inv    4100721

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2023	Toilet Tissue, Hair & Body Wash	202-451-4211-000	266.10

Inv 4100721 Total 266.10

118898 Total: 378.37

**167 - Dalco, Inc. Total:**

378.37



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

118899                      07/10/2023

Inv    July 2023

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2023	Dental Insurance Premiums	101-000-2044-000	1,545.00
07/01/2023	Dental Insurance Premiums	101-462-4134-000	10.21
07/01/2023	Dental Insurance Premiums	101-432-4134-000	7.66
07/01/2023	Dental Insurance Premiums	101-000-2040-000	268.85
07/01/2023	Dental Insurance Premiums	101-402-4134-000	51.05
07/01/2023	Dental Insurance Premiums	601-494-4134-000	140.36
07/01/2023	Dental Insurance Premiums	101-407-4134-000	51.04
07/01/2023	Dental Insurance Premiums	101-422-4134-000	178.66
07/01/2023	Dental Insurance Premiums	101-418-4134-000	51.04
07/01/2023	Dental Insurance Premiums	202-451-4134-000	255.22
07/01/2023	Dental Insurance Premiums	101-416-4134-000	51.04
07/01/2023	Dental Insurance Premiums	603-496-4134-000	20.41
07/01/2023	Dental Insurance Premiums	101-450-4134-000	285.85
07/01/2023	Dental Insurance Premiums	101-461-4134-000	15.31
07/01/2023	Dental Insurance Premiums	101-430-4134-000	232.23
07/01/2023	Dental Insurance Premiums	101-421-4134-000	74.03
07/01/2023	Dental Insurance Premiums	101-463-4134-000	12.76
07/01/2023	Dental Insurance Premiums	101-431-4134-000	130.16
07/01/2023	Dental Insurance Premiums	101-420-4134-000	1,304.13
07/01/2023	Dental Insurance Premiums	602-495-4134-000	140.36

Inv July 2023 Total 4,825.37

118899 Total: 4,825.37

**175 - Delta Dental of Minnesota Total:** 4,825.37

**193 - Emergency Automotive Technologies Line Item Account**

118900                      07/10/2023

Inv    DL062023-21

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2023	Sure Eject Electrical Plug-In Port	101-431-4221-000	280.14

Inv DL062023-21 Total 280.14

118900 Total: 280.14

**193 - Emergency Automotive Technologies Total:** 280.14

**1826 - Endurance Fitness of MN, LLC Line Item Account**

118901                      07/10/2023

Inv    July 2023

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2023	July 2023 EF Monthly Fee	202-451-4411-000	11,665.00

Inv July 2023 Total 11,665.00

118901 Total:	11,665.00
---------------	-----------

<b>1826 - Endurance Fitness of MN, LLC Total:</b>	11,665.00
---	-----------

**197 - Entenmann-Rovin Line Item Account**

118902            07/10/2023

Inv    0174479-IN

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2023	Dome Badges (3)	101-420-4370-000	373.50

Inv 0174479-IN Total	373.50
----------------------	--------

118902 Total:	373.50
---------------	--------

<b>197 - Entenmann-Rovin Total:</b>	373.50
-------------------------------------	--------

**204 - Factory Motor Parts Company Line Item Account**

118903            07/10/2023

Inv    159-087684

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2023	Batteries (3) #215	101-431-4221-000	444.54

Inv 159-087684 Total	444.54
----------------------	--------

Inv    159-088107

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2023	Stock Engine Coolant	101-431-4221-000	64.92

Inv 159-088107 Total	64.92
----------------------	-------

Inv    159-088182

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2023	Oil Filter #311	101-431-4221-000	3.52

Inv 159-088182 Total	3.52
----------------------	------

Inv    159-088215

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2023	Stock Filters	101-431-4221-000	24.65

Inv 159-088215 Total	24.65
----------------------	-------

Inv    1-8775052

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2023	Stock Fuel Filters	101-431-4221-000	34.52

Inv 1-8775052 Total	34.52
---------------------	-------

Check Number	Check Date		Amount
Inv	1-8788626		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2023	Stock Air Filter	101-431-4221-000	9.68
Inv 1-8788626 Total			9.68
Inv	1-8789817		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2023	Stock Filters & Windshield Wipers	101-431-4221-000	229.95
Inv 1-8789817 Total			229.95
Inv	19-909356		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2023	Stock Oil Filter	101-431-4221-000	12.30
Inv 19-909356 Total			12.30
118903 Total:			824.08
<b>204 - Factory Motor Parts Company Total:</b>			824.08
<b>1458 - Fidelity Security Life Insurance Co. Line Item Account 101-000-2048-000</b>			
118904	07/10/2023		
Inv	165850066		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2023	July Vision Insurance	101-000-2048-000	177.33
Inv 165850066 Total			177.33
118904 Total:			177.33
<b>1458 - Fidelity Security Life Insurance Co. Total:</b>			177.33
<b>1302 - Fire Instruction Rescue Education Line Item Account</b>			
118905	07/10/2023		
Inv	6328		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/24/2023	Live Burn Training	101-421-4330-000	1,800.00
Inv 6328 Total			1,800.00
118905 Total:			1,800.00
<b>1302 - Fire Instruction Rescue Education Total:</b>			1,800.00
<b>222 - Forest Lake Sportsmen's Club Line Item Account</b>			

Check Number	Check Date		Amount
118906	07/10/2023		
Inv 6761			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/24/2023	Range Rental	101-420-4330-000	1,440.00
Inv 6761 Total			1,440.00
118906 Total:			1,440.00
<b>222 - Forest Lake Sportsmen's Club Total:</b>			1,440.00
<b>227 - Freimuth Enterprises, LLC Line Item Account</b>			
118907	07/10/2023		
Inv June 2023			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2023	June 2023 Recycling Saturday - 30,699 Lbs	101-462-4410-000	550.00
Inv June 2023 Total			550.00
Inv May 2023			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2023	May 2023 Recycling Saturday - 26,184 Lbs	101-462-4410-000	550.00
Inv May 2023 Total			550.00
118907 Total:			1,100.00
<b>227 - Freimuth Enterprises, LLC Total:</b>			1,100.00
<b>233 - GDO Law Line Item Account 101-414-4303-000</b>			
118908	07/10/2023		
Inv 13230			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2023	July Prosecutor Contract	101-414-4303-000	8,750.00
Inv 13230 Total			8,750.00
Inv 13231			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2023	June Forfeitures	101-414-4303-000	84.00
Inv 13231 Total			84.00
118908 Total:			8,834.00
<b>233 - GDO Law Total:</b>			8,834.00

Check Number	Check Date		Amount
<b>249 - Grainger Line Item Account</b>			
118909	07/10/2023		
Inv	9739633502		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2023	Adhesive	101-431-4221-000	28.58
Inv 9739633502 Total			28.58
118909 Total:			28.58
<b>249 - Grainger Total:</b>			28.58
<b>1659 - Haugo Geo Technical Services, LLC Line Item Account</b>			
118910	07/10/2023		
Inv	12578		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/05/2023	2022 East Shadow Lake Dr Material Testing	421-499-4300-149	442.00
Inv 12578 Total			442.00
118910 Total:			442.00
<b>1659 - Haugo Geo Technical Services, LLC Total:</b>			442.00
<b>271 - Hawkins, Inc. Line Item Account</b>			
118911	07/10/2023		
Inv	6498456		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2023	Chlorine Cylinders	601-494-4222-000	150.00
Inv 6498456 Total			150.00
Inv 6502159			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2023	Chlorine, Hydrofluosilicic Acid & LPC-5	601-494-4222-000	16,466.07
Inv 6502159 Total			16,466.07
Inv 6511699			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2023	Pool Chemical Supplies	202-451-4222-000	495.59
Inv 6511699 Total			495.59
118911 Total:			17,111.66
<b>271 - Hawkins, Inc. Total:</b>			17,111.66

**2024 - Heritage Embroidery & Design Line Item Account**

118912	07/10/2023		
Inv	54244		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/20/2023	Day Camp Apparel	202-451-4200-610
			693.00
Inv	54244 Total		693.00
118912 Total:			693.00

**2024 - Heritage Embroidery & Design Total:** 693.00

**1189 - Holmes, Shawn C. Line Item Account 101-461-4331-000**

118913	07/10/2023		
Inv	Q22023		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/30/2023	2nd Qtr 2023 Stipend	101-461-4331-000
			150.00
Inv	Q22023 Total		150.00
118913 Total:			150.00

**1189 - Holmes, Shawn C. Total:** 150.00

**306 - Image Printing & Graphics, Inc Line Item Account**

118914	07/10/2023		
Inv	164431		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/09/2023	Elder Fraud Brochure	101-420-4214-000
			234.30
Inv	164431 Total		234.30
Inv	164468		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/15/2023	Kids Camp Poster (2)	202-451-4200-610
			93.34
Inv	164468 Total		93.34
Inv	164515		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/20/2023	Summer Family Challenge Poster (2)	202-451-4200-606
			35.00
Inv	164515 Total		35.00
118914 Total:			362.64

Check Number	Check Date		Amount
<b>306 - Image Printing &amp; Graphics, Inc Total:</b>			362.64
<b>312 - International Union Line Item Account 101-000-2040-000</b>			
118881	07/07/2023		
	Inv		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/06/2023	PR Batch 00002.07.2023 Union Dues 49ers	101-000-2040-000	490.00
	Inv Total		490.00
118881 Total:			490.00
<b>312 - International Union Total:</b>			490.00
<b>338 - Kennedy &amp; Graven, Chartered Line Item Account</b>			
118915	07/10/2023		
	Inv 175192		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2023	May Legal Police Officer 299A Claim	101-402-4310-000	1,671.00
	Inv 175192 Total		1,671.00
118915 Total:			1,671.00
<b>338 - Kennedy &amp; Graven, Chartered Total:</b>			1,671.00
<b>782 - L.T.G. Power Equipment Line Item Account</b>			
118916	07/10/2023		
	Inv 278191		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2023	Engine Oil, Oil & Air Filters #415	101-431-4221-000	180.92
	Inv 278191 Total		180.92
118916 Total:			180.92
<b>782 - L.T.G. Power Equipment Total:</b>			180.92
<b>360 - Lang Builders, Inc. Line Item Account</b>			
118917	07/10/2023		
	Inv 2021-00954		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2023	Escrow Release - 910 Fox Rd	801-000-2318-000	900.00
	Inv 2021-00954 Total		900.00

Check Number	Check Date		Amount
118917 Total:			900.00
<b>360 - Lang Builders, Inc. Total:</b>			900.00
<b>1974 - Language Line Services Line Item Account</b>			
118918	07/10/2023		
Inv	11037651		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2023	June Language Line Services	101-420-4300-000	21.63
Inv 11037651 Total			21.63
118918 Total:			21.63
<b>1974 - Language Line Services Total:</b>			21.63
<b>365 - Law Enforcement Labor Services Line Item Account 101-000-2040-000</b>			
118882	07/07/2023		
Inv			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/06/2023	PR Batch 00002.07.2023 Union Dues LELS	101-000-2040-000	1,485.00
Inv Total			1,485.00
118882 Total:			1,485.00
<b>365 - Law Enforcement Labor Services Total:</b>			1,485.00
<b>1762 - LEAST Services/Counseling, LLC Line Item Account</b>			
118919	07/10/2023		
Inv	1226		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/19/2023	Counseling Services	101-420-4300-000	465.00
Inv 1226 Total			465.00
118919 Total:			465.00
<b>1762 - LEAST Services/Counseling, LLC Total:</b>			465.00
<b>2023 - Lino Lakes Community Church Line Item Account</b>			
118920	07/10/2023		
Inv	022154-000		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2023	Purchase of ROW Easement for 2023 Lake Dr Trunk Water Improve	406-499-5140-150	19,800.00



Check Number	Check Date		Amount
Inv 022154-000 Total			19,800.00
118920 Total:			19,800.00
<b>2023 - Lino Lakes Community Church Total:</b>			19,800.00
<b>757 - LRS Line Item Account 101-450-4410-000</b>			
118921	07/10/2023		
Inv	MP226571		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2023	Toilet Rental - 7865 4th Ave	101-421-4330-000	65.00
Inv MP226571 Total			65.00
118921 Total:			65.00
<b>757 - LRS Total:</b>			65.00
<b>394 - Macqueen Equipment, Inc. Line Item Account</b>			
118922	07/10/2023		
Inv	P17190		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/05/2023	Encapsulator Agent	101-421-4211-000	1,750.00
Inv P17190 Total			1,750.00
118922 Total:			1,750.00
<b>394 - Macqueen Equipment, Inc. Total:</b>			1,750.00
<b>399 - Mansfield Oil Company Line Item Account 101-431-4212-000</b>			
118923	07/10/2023		
Inv	24384650		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2023	Diesel - 1,300 Gallons	101-431-4212-000	4,127.68
Inv 24384650 Total			4,127.68
Inv	24392333		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2023	Gasoline - 2,301 Gallons	101-431-4212-000	7,094.78
Inv 24392333 Total			7,094.78
118923 Total:			11,222.46

**399 - Mansfield Oil Company Total:** 11,222.46

**404 - Martin-McAllister Line Item Account**

118924            07/10/2023

Inv    15451

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2023	Public Safety Assessment	101-402-4300-000	1,250.00

Inv 15451 Total 1,250.00

118924 Total: 1,250.00

**404 - Martin-McAllister Total:** 1,250.00

**416 - Medica Line Item Account**

118925            07/10/2023

Inv    July 2023

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/12/2023	Health Insurance Premiums	202-451-4131-000	2,961.84
06/12/2023	Health Insurance Premiums	101-462-4131-000	117.73
06/12/2023	Health Insurance Premiums	601-494-4131-000	776.55
06/12/2023	Health Insurance Premiums	101-463-4131-000	147.16
06/12/2023	Health Insurance Premiums	101-430-4131-000	2,674.89
06/12/2023	Health Insurance Premiums	101-461-4131-000	176.60
06/12/2023	Health Insurance Premiums	101-407-4131-000	147.16
06/12/2023	Health Insurance Premiums	101-000-2040-000	1,622.24
06/12/2023	Health Insurance Premiums	101-422-4131-000	2,373.20
06/12/2023	Health Insurance Premiums	603-496-4131-000	176.59
06/12/2023	Health Insurance Premiums	101-431-4131-000	908.99
06/12/2023	Health Insurance Premiums	101-000-2041-000	8,429.10
06/12/2023	Health Insurance Premiums	101-432-4131-000	88.30
06/12/2023	Health Insurance Premiums	101-418-4131-000	588.65
06/12/2023	Health Insurance Premiums	101-416-4131-000	588.64
06/12/2023	Health Insurance Premiums	101-421-4131-000	1,571.52
06/12/2023	Health Insurance Premiums	101-420-4131-000	18,799.22
06/12/2023	Health Insurance Premiums	602-495-4131-000	776.55
06/12/2023	Health Insurance Premiums	101-450-4131-000	2,216.38

Inv July 2023 Total 45,141.31

118925 Total: 45,141.31

**416 - Medica Total:** 45,141.31

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

118926            07/10/2023

Inv    12013

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2023	Plywood & Fasteners to Repair Ramps #703 & Sawzall Blades	101-431-4221-000	132.60

Check Number	Check Date		Amount
Inv 12013 Total			132.60
Inv 12182			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2023	Cable Ties & Vehicle Polish	101-421-4211-000	30.47
Inv 12182 Total			30.47
118926 Total:			163.07
<b>418 - Menards - Forest Lake Total:</b>			163.07
<b>423 - Met Council Environmental Services Line Item Account 602-495-4405-000</b>			
118927	07/10/2023		
Inv 0001160269			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/06/2023	August Waste Water Services	602-495-4405-000	97,129.04
Inv 0001160269 Total			97,129.04
118927 Total:			97,129.04
<b>423 - Met Council Environmental Services Total:</b>			97,129.04
<b>421 - Metro Sales Incorporated Line Item Account</b>			
118928	07/10/2023		
Inv INV2299368			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/02/2023	Copier Maintenance Contract Ricoh/MP 4055SP Copier	101-420-4410-000	36.00
Inv INV2299368 Total			36.00
Inv INV2307735			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2023	Copier Maintenance Contract Ricoh/IM C3500 Color Copier	202-451-4410-000	934.51
Inv INV2307735 Total			934.51
Inv INV2311247			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2023	Copier Maintenance Contract Ricoh/MP C307 Color Copier	101-432-4410-500	94.68
Inv INV2311247 Total			94.68
118928 Total:			1,065.19
<b>421 - Metro Sales Incorporated Total:</b>			1,065.19

**1969 - Metro-INET Line Item Account**

118929            07/10/2023

Inv    1357

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/01/2023	July IT Services	602-495-4310-000	1,115.00
07/01/2023	July IT Services	101-407-4310-000	17,837.00
07/01/2023	July IT Services	202-451-4310-000	2,230.00
07/01/2023	July IT Services	601-494-4310-000	1,115.00

Inv 1357 Total 22,297.00

118929 Total: 22,297.00

**1969 - Metro-INET Total:**

22,297.00

**427 - Midway Ford Company Line Item Account**

118930            07/10/2023

Inv    604416

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2023	Replace & Program All Wheel Drive Control Module #317	101-431-4300-000	806.20

Inv 604416 Total 806.20

Inv    779278

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2023	Exhaust System #617	101-431-4221-000	723.91

Inv 779278 Total 723.91

Inv    781430

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2023	DEF Tank & Level Sensor #263	101-431-4221-000	350.90

Inv 781430 Total 350.90

118930 Total: 1,881.01

**427 - Midway Ford Company Total:**

1,881.01

**759 - Midwest Groundcover Line Item Account**

118931            07/10/2023

Inv    23068

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/20/2023	Installation of Engineered Wood Fiber - North Pointe Park	101-430-4211-000	4,480.00

Inv 23068 Total 4,480.00

Check Number	Check Date		Amount
118931 Total:			4,480.00
<b>759 - Midwest Groundcover Total:</b>			4,480.00
<b>1918 - Midwest Machinery Co Line Item Account</b>			
118932	07/10/2023		
Inv	9674681		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2023	Air Filter #406	101-431-4221-000	30.93
Inv 9674681 Total			30.93
118932 Total:			30.93
<b>1918 - Midwest Machinery Co Total:</b>			30.93
<b>1722 - Minnesota Fire Service Certification Board Line Item Account</b>			
118933	07/10/2023		
Inv	11582		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2023	Tuition - P. Kartman	101-421-4330-000	26.25
Inv 11582 Total			26.25
118933 Total:			26.25
<b>1722 - Minnesota Fire Service Certification Board Total:</b>			26.25
<b>1025 - Miss Lino Lakes Ambassador Program Line Item Account</b>			
118934	07/10/2023		
Inv	6/22/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2023	2023 Program Expenses	101-401-4900-000	1,500.00
Inv 6/22/2023 Total			1,500.00
118934 Total:			1,500.00
<b>1025 - Miss Lino Lakes Ambassador Program Total:</b>			1,500.00
<b>1677 - MNSPECT, LLC Line Item Account</b>			
118935	07/10/2023		
Inv	0101343-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2023	Field Inspections	101-422-4410-000	6,120.00

Check Number	Check Date		Amount
		Inv 0101343-IN Total	6,120.00
		118935 Total:	6,120.00
		<b>1677 - MNSPECT, LLC Total:</b>	6,120.00
		<b>477 - NAC Mechanical &amp; Electrical Line Item Account</b>	
118936	07/10/2023		
		Inv 213586	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		06/26/2023	Annual RPZ Testing
		<u>Line Item Account</u>	
		601-494-4300-000	3,100.00
		Inv 213586 Total	3,100.00
		Inv 213587	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		06/26/2023	Annual RPZ Testing
		<u>Line Item Account</u>	
		601-494-4300-000	265.00
		Inv 213587 Total	265.00
		118936 Total:	3,365.00
		<b>477 - NAC Mechanical &amp; Electrical Total:</b>	3,365.00
		<b>480 - NCPERS Group Life Insurance Line Item Account 101-000-2040-000</b>	
118877	06/23/2023		
		Inv June 2023	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		06/23/2023	Life Insurance Premiums
		<u>Line Item Account</u>	
		101-000-2040-000	336.00
		Inv June 2023 Total	336.00
		118877 Total:	336.00
		<b>480 - NCPERS Group Life Insurance Total:</b>	336.00
		<b>1985 - Nelson, Julia Line Item Account 101-461-4331-000</b>	
118937	07/10/2023		
		Inv Q22023	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		06/30/2023	2nd Qtr 2023 Stipend
		<u>Line Item Account</u>	
		101-461-4331-000	150.00
		Inv Q22023 Total	150.00
		118937 Total:	150.00

Check Number	Check Date		Amount
<b>1985 - Nelson, Julia Total:</b>			150.00
<b>497 - Northway Irrigation/Landscape Line Item Account</b>			
118938	07/10/2023		
Inv	2450031		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2023	Irrigation Repair - Median #3	101-450-4410-000	104.00
Inv 2450031 Total			104.00
118938 Total:			104.00
<b>497 - Northway Irrigation/Landscape Total:</b>			104.00
<b>508 - Optum Line Item Account</b>			
118939	07/10/2023		
Inv	0001448155		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/14/2023	April Retiree & Cobra Fees	101-402-4410-000	90.00
Inv 0001448155 Total			90.00
Inv	0001451687		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/07/2023	May Retiree & Cobra Fees	101-402-4410-000	90.00
Inv 0001451687 Total			90.00
118939 Total:			180.00
<b>508 - Optum Total:</b>			180.00
<b>509 - O'Reilly Automotive Stores Line Item Account</b>			
118940	07/10/2023		
Inv	5914-248552		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2023	Lug Nuts #623	101-431-4221-000	7.64
Inv 5914-248552 Total			7.64
Inv	5914-249701		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2023	Oxygen Sensor #403	101-431-4221-000	51.85
Inv 5914-249701 Total			51.85
Inv	5914-249709		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
06/22/2023	Air Filter #142	101-431-4221-000	17.91
Inv 5914-249709 Total			17.91
Inv 5914-249822			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2023	Hydraulic Filter #142	101-431-4221-000	11.33
Inv 5914-249822 Total			11.33
Inv 5914-249823			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2023	Fuel Filter #142	101-431-4221-000	18.10
Inv 5914-249823 Total			18.10
Inv 5914-250184			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2023	Transmission Filter #403	101-431-4221-000	22.00
Inv 5914-250184 Total			22.00
Inv 5914-250331			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2023	Thermostat & Gasket #416	101-431-4221-000	14.99
Inv 5914-250331 Total			14.99
Inv 5914-250368			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2023	Hydraulic Filter #406	101-431-4221-000	5.31
Inv 5914-250368 Total			5.31
Inv 5914-250545			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2023	Air Filter #406	101-431-4221-000	29.93
Inv 5914-250545 Total			29.93
Inv 5914-250591			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/28/2023	Stock Filters	101-431-4221-000	75.52
Inv 5914-250591 Total			75.52
Inv 5914-250739			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2023	Power Steering Hoses #255	101-431-4221-000	228.10
Inv 5914-250739 Total			228.10



Check Number	Check Date		Amount
Inv	5914-250887		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2023	Stock Fuel Filter	101-431-4221-000	15.63
Inv 5914-250887 Total			15.63
118940 Total:			498.31
<b>509 - O'Reilly Automotive Stores Total:</b>			498.31
<b>1803 - Parsons, Jonathan Line Item Account 101-461-4331-000</b>			
118941	07/10/2023		
Inv	Q22023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2023	2nd Qtr 2023 Stipend	101-461-4331-000	150.00
Inv Q22023 Total			150.00
118941 Total:			150.00
<b>1803 - Parsons, Jonathan Total:</b>			150.00
<b>522 - Performance Plus LLC Line Item Account</b>			
118942	07/10/2023		
Inv	123517		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2023	New Hire Testing	101-402-4300-000	300.00
Inv 123517 Total			300.00
118942 Total:			300.00
<b>522 - Performance Plus LLC Total:</b>			300.00
<b>546 - Pomp's Tire Service, Inc. Line Item Account</b>			
118943	07/10/2023		
Inv	150171756		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2023	Stock & Vehicle Tires	101-431-4221-000	2,651.68
Inv 150171756 Total			2,651.68
Inv	150171854		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2023	Mount & Balance Tires (6) #416	101-431-4300-000	270.60
Inv 150171854 Total			270.60

Check Number	Check Date		Amount
118943 Total:			2,922.28
<b>546 - Pomp's Tire Service, Inc. Total:</b>			2,922.28
<b>550 - Power Plan OIB Line Item Account</b>			
118944	07/10/2023		
Inv	P0277670		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2023	Main Drive Belt & Fuel Cap #142	101-431-4221-000	219.96
Inv P0277670 Total			219.96
118944 Total:			219.96
<b>550 - Power Plan OIB Total:</b>			219.96
<b>1632 - Prairie Restorations, Inc. Line Item Account</b>			
118945	07/10/2023		
Inv	INV-001615		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2023	Vegetation Management - St. Clair Estates	422-499-4300-000	1,275.00
Inv INV-001615 Total			1,275.00
118945 Total:			1,275.00
<b>1632 - Prairie Restorations, Inc. Total:</b>			1,275.00
<b>552 - Press Publications, Inc. Line Item Account</b>			
118946	07/10/2023		
Inv	778309		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2023	PHN Street Reconstruction	421-499-4340-000	157.92
Inv 778309 Total			157.92
Inv	778310		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/22/2023	Ord. No. 02-23 Amending Chapter 405	101-402-4340-000	157.92
Inv 778310 Total			157.92
Inv	779098		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2023	PHN Watermark PUD Amendment #4	801-000-2300-000	45.12

Check Number	Check Date		Amount
Inv 779098	Total		45.12
118946 Total:			360.96
<b>552 - Press Publications, Inc. Total:</b>			360.96
<b>853 - RDJ Specialties, Inc. Line Item Account</b>			
118947	07/10/2023		
Inv	115919		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2023	Tattoos	101-420-4214-000	386.25
06/15/2023	Tattoos	101-421-4214-000	386.25
Inv 115919 Total			772.50
118947 Total:			772.50
<b>853 - RDJ Specialties, Inc. Total:</b>			772.50
<b>1949 - Rowe, Mike Line Item Account</b>			
118948	07/10/2023		
Inv	6/29/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/29/2023	Mileage Reimbursement	202-451-4330-000	50.19
Inv 6/29/2023 Total			50.19
118948 Total:			50.19
<b>1949 - Rowe, Mike Total:</b>			50.19
<b>750 - Schwartz, Alexander P. Line Item Account 101-461-4331-000</b>			
118949	07/10/2023		
Inv	Q22023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2023	2nd Qtr 2023 Stipend	101-461-4331-000	75.00
Inv Q22023 Total			75.00
118949 Total:			75.00
<b>750 - Schwartz, Alexander P. Total:</b>			75.00
<b>1410 - Squires, Waldspurger &amp; Mace P.A. Line Item Account</b>			
118950	07/10/2023		

Inv 17670

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2023	April Legal Winter Land Purchase	422-499-4301-000	192.50
06/09/2023	April Legal Miscellaneous	101-414-4301-000	1,169.20

Inv 17670 Total 1,361.70

Inv 17671

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2023	April Legal DNR Water Appropriation Permit Contested	601-494-4301-000	3,435.30
06/09/2023	April Legal Miscellaneous	101-414-4301-000	5,050.01
06/09/2023	April Legal NE Drainage Area Phase 1	422-499-4301-125	65.80
06/09/2023	April Legal Milestones Addition	801-000-2300-000	144.00

Inv 17671 Total 8,695.11

118950 Total: 10,056.81

**1410 - Squires, Waldspurger & Mace P.A. Total:** 10,056.81

**1840 - Standard Insurance Company Line Item Account**

118951            07/10/2023

Inv July 2023

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/16/2023	Life Insurance Premiums	101-432-4133-000	0.19
06/16/2023	Life Insurance Premiums	101-430-4133-000	6.56
06/16/2023	Disability Insurance Premiums	101-431-4133-000	40.72
06/16/2023	Life Insurance Premiums	101-407-4133-000	2.32
06/16/2023	Life Insurance Premiums	101-461-4133-000	0.38
06/16/2023	Life Insurance Premiums	602-495-4133-000	3.63
06/16/2023	Life Insurance Premiums	101-422-4133-000	5.63
06/16/2023	Disability Insurance Premiums	101-420-4133-000	527.87
06/16/2023	Life Insurance Premiums	101-416-4133-000	1.25
06/16/2023	Life Insurance Premiums	101-421-4133-000	2.88
06/16/2023	Disability Insurance Premiums	101-422-4133-000	71.92
06/16/2023	Life Insurance Premiums	101-450-4133-000	5.75
06/16/2023	Disability Insurance Premiums	601-494-4133-000	41.98
06/16/2023	Disability Insurance Premiums	101-416-4133-000	20.83
06/16/2023	Life Insurance Premiums	603-496-4133-000	1.01
06/16/2023	Disability Insurance Premiums	202-451-4133-000	108.86
06/16/2023	Disability Insurance Premiums	101-402-4133-000	111.09
06/16/2023	Disability Insurance Premiums	101-450-4133-000	73.36
06/16/2023	Disability Insurance Premiums	101-462-4133-000	3.58
06/16/2023	Life Insurance Premiums	101-000-3730-000	0.06
06/16/2023	Disability Insurance Premiums	101-407-4133-000	36.08
06/16/2023	Life Insurance Premiums	101-462-4133-000	0.25
06/16/2023	Disability Insurance Premiums	101-421-4133-000	47.11
06/16/2023	Life Insurance Premiums	101-000-2040-000	101.15
06/16/2023	Disability Insurance Premiums	603-496-4133-000	15.49
06/16/2023	Life Insurance Premiums	101-463-4133-000	0.31
06/16/2023	Disability Insurance Premiums	101-463-4133-000	4.47
06/16/2023	Disability Insurance Premiums	602-495-4133-000	41.96
06/16/2023	Life Insurance Premiums	101-402-4133-000	7.50

Check Number	Check Date		Amount
06/16/2023		Life Insurance Premiums	1,308.90
06/16/2023		Life Insurance Premiums	35.87
06/16/2023		Life Insurance Premiums	3.67
06/16/2023		Life Insurance Premiums	7.94
06/16/2023		Disability Insurance Premiums	26.29
06/16/2023		Disability Insurance Premiums	5.36
06/16/2023		Life Insurance Premiums	3.19
06/16/2023		Disability Insurance Premiums	81.58
06/16/2023		Disability Insurance Premiums	3.12
06/16/2023		Life Insurance Premiums	2.11

Inv July 2023 Total 2,762.22

118951 Total: 2,762.22

**1840 - Standard Insurance Company Total:** 2,762.22

**634 - Staples Business Credit Line Item Account**

118952 07/10/2023

Inv 1649573745

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/25/2023	Toner, Paper, Memo Pads, Sheet Protectors, Binders, & Wipes	101-420-4200-000	377.76

Inv 1649573745 Total 377.76

118952 Total: 377.76

**634 - Staples Business Credit Total:** 377.76

**645 - Streicher's, Inc. Line Item Account**

118953 07/10/2023

Inv CM296483

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2023	Uniform Allowance - K. Tracy	101-420-4370-000	-87.98

Inv CM296483 Total -87.98

Inv I1632746

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/09/2023	Dept Ammunition	101-420-4211-000	35.98

Inv I1632746 Total 35.98

Inv I1638051

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/06/2023	Uniform Allowance - K. Tracy	101-420-4370-000	434.93

Inv I1638051 Total 434.93

Check Number	Check Date		Amount
Inv	I1641476		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/26/2023	Uniform Allowance - R. Strub	101-420-4370-000	27.99
Inv I1641476 Total			27.99
118953 Total:			410.92
<b>645 - Streicher's, Inc. Total:</b>			410.92
<b>751 - Sullivan, John E. Line Item Account 101-461-4331-000</b>			
118954	07/10/2023		
Inv	Q22023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2023	2nd Qtr 2023 Stipend	101-461-4331-000	200.00
Inv Q22023 Total			200.00
118954 Total:			200.00
<b>751 - Sullivan, John E. Total:</b>			200.00
<b>659 - Tessman Company Line Item Account</b>			
118955	07/10/2023		
Inv	S373356-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/25/2023	Herbicide	101-450-4211-000	222.27
Inv S373356-IN Total			222.27
Inv	S375297-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/15/2023	Fertilizer, Field Chalk & Mulch	101-450-4211-000	2,403.00
Inv S375297-IN Total			2,403.00
118955 Total:			2,625.27
<b>659 - Tessman Company Total:</b>			2,625.27
<b>1761 - T-Mobile USA Inc Line Item Account</b>			
118956	07/10/2023		
Inv	June 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/21/2023	Cell Phone/Wi-Fi Service	101-422-4321-000	165.96
06/21/2023	Cell Phone/Wi-Fi Service	101-461-4321-000	25.57
06/21/2023	Cell Phone/Wi-Fi Service	602-495-4321-000	111.37
06/21/2023	Cell Phone/Wi-Fi Service	101-430-4321-000	115.23

Check Number	Check Date		Amount
06/21/2023	Cell Phone/Wi-Fi Service	601-494-4321-000	111.37
06/21/2023	Cell Phone/Wi-Fi Service	101-450-4321-000	45.54
06/21/2023	Cell Phone/Wi-Fi Service	202-451-4321-000	25.57
Inv June 2023 Total			600.61
118956 Total:			600.61
<b>1761 - T-Mobile USA Inc Total:</b>			600.61
<b>671 - Trans Union LLC Line Item Account</b>			
118957	07/10/2023		
Inv	06305154		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/25/2023	Background Check (2)	101-420-4410-000	33.00
06/25/2023	Background Check	101-421-4410-000	16.35
Inv 06305154 Total			49.35
118957 Total:			49.35
<b>671 - Trans Union LLC Total:</b>			49.35
<b>681 - Twin Cities Transport &amp; Recovery Line Item Account</b>			
118958	07/10/2023		
Inv	23-0614-150707		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/14/2023	Tow Charge (3)	101-421-4330-000	300.00
Inv 23-0614-150707 Total			300.00
118958 Total:			300.00
<b>681 - Twin Cities Transport &amp; Recovery Total:</b>			300.00
<b>686 - U.S. Bank Line Item Account</b>			
118959	07/10/2023		
Inv	6960822		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2023	2015A Paying Agent Fee	338-470-6030-000	550.00
Inv 6960822 Total			550.00
Inv	6960849		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/23/2023	2015B Paying Agent Fee	339-470-6030-000	500.00
Inv 6960849 Total			500.00

118959 Total:		1,050.00
---------------	--	----------

<b>686 - U.S. Bank Total:</b>		1,050.00
-------------------------------	--	----------

**693 - Upper Cut Tree Service Line Item Account**

118960	07/10/2023	
Inv	5558	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/19/2023	Hazard Tree Removal	101-463-4410-000
		1,200.00
Inv 5558 Total		1,200.00

118960 Total:		1,200.00
---------------	--	----------

<b>693 - Upper Cut Tree Service Total:</b>		1,200.00
--	--	----------

**UB\*00127 - VAIL, JOSHUA & HOLLY Line Item Account**

118961	07/10/2023	
Inv		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
07/03/2023	Refund Check 019162-000, 6567 PHEASANT RUN S	603-000-2020-000
		11.20
07/03/2023	Refund Check 019162-000, 6567 PHEASANT RUN S	602-000-2020-000
		2.09
07/03/2023	Refund Check 019162-000, 6567 PHEASANT RUN S	601-000-2020-000
		2.27
07/03/2023	Refund Check 019162-000, 6567 PHEASANT RUN S	601-000-2020-000
		26.26
07/03/2023	Refund Check 019162-000, 6567 PHEASANT RUN S	601-000-2020-000
		14.00
07/03/2023	Refund Check 019162-000, 6567 PHEASANT RUN S	602-000-2020-000
		54.62
Inv Total		110.44

118961 Total:		110.44
---------------	--	--------

<b>UB*00127 - VAIL, JOSHUA &amp; HOLLY Total:</b>		110.44
---	--	--------

**2002 - Water Safety Products, Inc. Line Item Account**

118962	07/10/2023	
Inv	F3301052	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/06/2023	Whistles	202-451-4235-000
		208.50
Inv F3301052 Total		208.50

118962 Total:		208.50
---------------	--	--------

<b>2002 - Water Safety Products, Inc. Total:</b>		208.50
--	--	--------



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

118963	07/10/2023	
Inv	SPI141702	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/21/2023	Repair PD Garage Operator	101-432-4300-503
		452.00
Inv SPI141702 Total		452.00

118963 Total:	452.00
---------------	--------

**1447 - Wheeler Hardware Company Total:** 452.00

**734 - Xcel Energy Line Item Account**

118964	07/10/2023	
Inv	June 2023-2	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/20/2023	Electric	101-430-4385-000
		670.92
06/20/2023	Electric	101-432-4381-503
		7,118.61
06/20/2023	Electric	101-450-4381-000
		97.47
06/20/2023	Electric	101-432-4381-502
		1,072.79
06/20/2023	Electric	101-420-4381-000
		4.27
06/20/2023	Electric	202-451-4381-000
		9,027.21
06/20/2023	Electric	101-432-4381-000
		0.00
06/20/2023	Electric	602-495-4381-000
		2,035.23
06/20/2023	Electric	101-432-4381-501
		634.55
06/20/2023	Electric	601-494-4381-000
		9,611.59
Inv June 2023-2 Total		30,272.64

118964 Total:	30,272.64
---------------	-----------

**734 - Xcel Energy Total:** 30,272.64

**743 - Ziegler, Inc. Line Item Account**

118965	07/10/2023	
Inv	IN001065235	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
07/01/2023	Hydraulic Filter & Fuel Filter #251	101-431-4221-000
		128.90
Inv IN001065235 Total		128.90

118965 Total:	128.90
---------------	--------

**743 - Ziegler, Inc. Total:** 128.90

Total:	361,082.29
--------	------------



Electronic Funds Transfer  
 MN Statute 471.38 Subd. 3

Council Meeting July 10, 2023

Transfer In/(Out)

6/23/2023 Payroll #13	(212,661.73)
6/23/2023 Payroll #13 Federal Deposit	(57,888.62)
6/23/2023 Payroll #13 PERA	(54,021.73)
6/23/2023 Payroll #13 State	(12,657.80)
6/23/2023 Payroll #13 Child Support	(923.22)
6/23/2023 Payroll #13 H.S.A. Bank Pretax	(2,491.58)
6/23/2023 Payroll #13 TASC Pretax	(1,154.45)
6/23/2023 Payroll #13 Mission Sq 457 Def. Comp #301596	(3,045.00)
6/23/2023 Payroll #13 Missin Sq Roth IRA #706155	(700.00)
6/23/2023 Payroll #13 MSRS HCSP #98946-01	(5,070.78)
6/23/2023 Payroll #13 MSRS Def. Comp #98945-01	(3,126.00)
6/23/2023 Payroll #13 MSRS Roth IRA #98945-01	(705.00)
6/28/2023 Payroll #14 Federal Deposit	(288.00)
6/28/2023 Payroll #14 PERA	(277.00)
6/28/2023 Payroll #14 H.S.A. Bank Pretax	(96.15)
6/27/2023 Payroll #13 Return S. Menne	637.16
7/7/2023 Council #07 Payroll	(3,487.69)
7/7/2023 Council #07 Federal Deposit	(202.30)
7/7/2023 Council #07 PERA	(387.16)
7/7/2023 Council #07 State	(44.08)
7/3/2023 H.S.A. Employer Contribution	(5,624.85)
7/3/2023 Payroll #13 S. Menne Resent ACH	(637.16)
7/3/2023 Anoka County Tax Settlement	3,044,144.25
7/7/2023 Payroll #14	(210,674.88)
7/7/2023 Payroll #14 Federal Deposit	(58,898.30)
7/7/2023 Payroll #14 PERA	(55,455.62)
7/7/2023 Payroll #14 State	(13,088.73)
7/7/2023 Payroll #14 Child Support	(923.22)
7/7/2023 Payroll #14 H.S.A. Bank Pretax	(2,335.43)
7/7/2023 Payroll #14 TASC Pretax	(1,154.45)
7/7/2023 Payroll #14 Mission Sq 457 Def. Comp #301596	(3,045.00)
7/7/2023 Payroll #14 Missin Sq Roth IRA #706155	(700.00)
7/7/2023 Payroll #14 MSRS HCSP #98946-01	(4,982.41)
7/7/2023 Payroll #14 MSRS Def. Comp #98945-01	(3,126.00)
7/7/2023 Payroll #14 MSRS Roth IRA #98945-01	(705.00)

**CITY COUNCIL  
AGENDA ITEM 1B**

STAFF ORIGINATOR: Jolleen Chaika, City Clerk

MEETING DATE: July 10, 2023

TOPIC: Consider Approval of Resolution 23-60, Approval of Permits for St. Joseph's Annual Parish Festival

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

**INTRODUCTION:**

St. Joseph's Catholic Church has applied for a Special Event Permit, Cabaret License, Temporary On-Sale License for their annual Parish Festival. The event is scheduled for August 12-23, 2023 and will include games, food, bands, a silent auction, and a bar.

**BACKGROUND:**

The applications have been reviewed by staff, including the Public Safety Department.

A Certificate of Insurance has been submitted by St. Joseph's Catholic Church to the City for this event.

The full applications are on file in the Clerk's Office for review.

**RECOMMENDATION:**

Approve Resolution No. 23-60 authorizing issuance of a Special Event Permit, a Cabaret License, and a Temporary On-Sale Liquor License for St. Joseph's Catholic Church

**ATTACHMENTS:**

Resolution 23-60

**CITY OF LINO LAKES  
RESOLUTION NO. 23-60**

**AUTHORIZING A SPECIAL EVENT PERMIT, CABARET LICENSE, TEMPORARY  
ON-SALE LIQUOR LICENSE FOR ST. JOSEPH’S CATHOLIC CHURCH**

**WHEREAS**, St. Joseph’s Catholic Church has applied for a Special Event Permit, a Cabaret License, and a Temporary On-Sale Liquor License for the annual parish festival on August 12-13, 2023; and,

**WHEREAS**, the event plan includes two days of music, food, beverages, and games; and,

**WHEREAS**, proof of general liability insurance has been submitted by St. Joseph’s Catholic Church to cover all events held on the church property; and,

**WHEREAS**, hired security will be onsite during the event and wrist bands will be required for any sale of alcoholic beverages; and,

**WHEREAS**, city staff has reviewed the applications as well as event site plan for compliance with city ordinance and regulations.

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

That the City Council authorizes issuance of a Special Event Permit, a Cabaret License, and a Temporary On-Sale Liquor License to St. Joseph’s Catholic Church for August 12-23, 2023.

Adopted by the Council of the City of Lino Lakes this 10<sup>th</sup> day of July, 2023.

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

ATTEST:

\_\_\_\_\_  
Jolleen Chaika, City Clerk

**CITY COUNCIL  
AGENDA ITEM 1C**

STAFF ORIGINATOR: Jolleen Chaika, City Clerk

MEETING DATE: July 10, 2023

TOPIC: Consider Approval of Resolution 23-61, Approval of a Special Event Permit for Living Waters Church

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

**INTRODUCTION:**

Living Waters Church has applied for a Special Event Permit for the church's annual Outdoor Summer Festival. The event is scheduled for August 10, 2023 and will include games, a kid's DJ, and food trucks.

**BACKGROUND:**

The applications have been reviewed by staff, including the Public Safety Department. Safety recommendations for the food trucks have been incorporated into the resolution and provided to the applicant.

The full application is on file in the Clerk's Office for review.

**RECOMMENDATION:**

Approve Resolution No. 23-61 authorizing issuance of a Special Event Permit for Living Waters Church.

**ATTACHMENTS:**

Resolution 23-61

**CITY OF LINO LAKES  
RESOLUTION NO. 23-61**

**AUTHORIZING A SPECIAL EVENT PERMIT FOR LIVING WATERS CHURCH**

**WHEREAS**, Living Waters Church has applied for a Special Event Permit for the annual Outdoor Summer Festival on August 10, 2023 from 6:00 PM – 8:00 PM; and,

**WHEREAS**, the event plan includes music, food, and games; and,

**WHEREAS**, proof of general liability insurance has been submitted by Living Waters Church to cover all events held on the church property; and,

**WHEREAS**, the Public Safety Department has reviewed plans for the event and requires the following of food truck vendors:

- Clearance from buildings, combustible materials, and other vehicles (Food Trucks) is 10'
- The fire department must have vehicular access, fire lanes, and access roads clear of obstructions to the food trucks
- Ensure clearance is provided for the fire department to access fire hydrants and access to fire department connections
- Class K fire extinguisher must be present for cooking fires in each food truck
- Minimum of on 2A 10BC extinguisher present in each food truck for ordinary fires
- Engine Driven Power Sources must be clear of any air intake by 12' on the food truck
- Engine Driven Power Sources must be 12' from any egress; and,

**WHEREAS**, the food truck vendors are required to contact the Anoka County Environmental Services at 763-324-4260 for permission to operate in the City; and,

**WHEREAS**, city staff has reviewed the applications as well as event site plan for compliance with city ordinance and regulations.

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

That the City Council authorizes issuance of a Special Event Permit for Living Waters Church for August 10, 2023.

Adopted by the Council of the City of Lino Lakes this 10<sup>th</sup> day of July, 2023.

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

ATTEST:

\_\_\_\_\_  
Jolleen Chaika, City Clerk

**CITY COUNCIL  
AGENDA ITEM 1D**

STAFF ORIGINATOR: Jolleen Chaika, City Clerk

MEETING DATE: July 10, 2023

TOPIC: Resolution 23-70 Approving the 3.2 Off-Sale License and Tobacco License Request for Kwik Trip, Inc.

VOTE REQUIRED: 3/5

**INTRODUCTION**

Kwik Trip, Inc will be opening a new convenience store and gas station in Lino Lakes on August 1, 2023 and has requested a 3.2 Off-Sale Liquor License to allow for the sale of 3.2% ABV beverages for patrons. Additionally, Kwik Trip Inc has requested a Tobacco License to allow for the sale of tobacco and nicotine products.

**BACKGROUND**

Kwik Trip, Inc. has submitted the requisite applications, including site plan, insurance coverage verification, and has also completed a background investigation. Staff has reviewed the submitted application, the background investigations have been conducted, and applicant has paid required fees. No disqualifying factors were identified for any of the applicants.

The full license application is on file in the Clerk’s Office and available for review.

**RECOMMENDATION**

Approve Resolution 23-70 granting a new 3.2 Off-Sale Liquor License and Tobacco License to Kwik Trip, Inc. for the period of August 1, 2023 through June 30, 2024.

**ATTACHMENTS**

Resolution 23-70

**CITY OF LINO LAKES  
RESOLUTION NO. 23-70**

**Approving the 3.2 Off-Sale Liquor License and  
Tobacco License for Kwik Trip**

**WHEREAS**, Kwik Trip, Inc. will be opening a convenience store and gas station in Lino Lakes on August 1, 2023; and,

**WHEREAS**, Kwik Trip, Inc. has submitted applications for a 3.2 Off-Sale Liquor License and a Tobacco License; and

**WHEREAS**, the City Council is required to review and approve or deny requests for liquor licenses and tobacco licenses; and,

**WHEREAS**, City staff has reviewed the submitted applications and verified that local licensing regulations are met; and,

**WHEREAS**, the Lino Lakes Public Safety Department has conducted the requisite background investigations for license applicants; and,

**WHEREAS**, City Staff recommends approval of the requested licenses.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF LINO LAKES, MINNESOTA:**

The City of Lino Lakes hereby approves the 3.2 Off-Sale liquor license and Tobacco License for Kwik Trip, Inc., with said approval contingent upon meeting all city and state requirements for said licenses.

Adopted by the Council of the City of Lino Lakes this 10<sup>th</sup> day of July, 2023.

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

ATTEST:

\_\_\_\_\_  
Jolleen Chaika, City Clerk



**CITY COUNCIL  
AGENDA ITEM 3A**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: July 10, 2023

TOPIC: Appointment of Community Service Officer

VOTE REQUIRED: 3/5

**INTRODUCTION**

The Council is being asked to approve the appointment of Kara McGregor for the vacant Community Service Officer position.

**BACKGROUND**

There is currently a Community Service Officer vacancy within the Public Safety Department. At this time, staff has completed the recruitment process, provided a conditional offer, and is recommending the approval of Kara McGregor for the position.

McGregor is enrolled in a criminal justice program seeking a BS in Criminal Justice and serves in the US Army Reserve as Military Police.

The hourly rate would be \$23.88, which is the starting rate of the AFSCME Labor Contract. The wage schedule has six steps.

With the Council's approval, McGregor would start in the position of Community Service Officer on July 31, 2023.

**RECOMMENDATION**

Please approve the appointment of Kara McGregor to the Community Service Officer position.

**CITY COUNCIL  
AGENDA ITEM 3B**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: July 10, 2023

TOPIC: Appointment of Accounting Clerk II

VOTE REQUIRED: 3/5

**INTRODUCTION**

The Council is being asked to approve the appointment of LeighAnne Sachi for the vacant Accounting Clerk II position.

**BACKGROUND**

There is currently an Accounting Clerk II vacancy within the Finance Department. At this time, staff has completed the recruitment process, provided a conditional offer, and is recommending the approval of LeighAnne Sachi for the position.

Sachi has over 15 years' experience in accounting and processing payroll. She worked as the Senior Accountant for Gaughan Companies from October of 2020 until March of 2023.

The hourly rate would be \$31.26 which is Step 3 in the AFSCME labor contract. The wage schedule has six steps.

With the Council's approval, Sachi would start in the position of Accounting Clerk II on July 13, 2023.

**RECOMMENDATION**

Please approve the appointment of LeighAnne Sachi to the Accounting Clerk II position.

**CITY COUNCIL  
AGENDA ITEM 6A**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: July 10, 2023

TOPIC: Bluebill Ponds Second Addition

- i. Consider Resolution No. 23-62 Approving Final Plat
- ii. Consider Resolution No. 23-63 Approving Development Agreement

VOTE REQUIRED: 3/5

**INTRODUCTION**

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

Complete Application Date:	May 15, 2023
60-Day Review Deadline:	July 14, 2023
120-Day Review Deadline:	September 12, 2023
Planning & Zoning Board Meeting:	June 14, 2023
City Council Work Session:	July 10, 2023
City Council Meeting:	July 10, 2023

**BACKGROUND**

The applicants, Steve and Rye Gaustad, represent House of Praise, Inc. They are final platting a one (1) acre outlot into a lot for the purpose of constructing one (1) single family house. The name of the final plat is Bluebill Ponds Second Addition.

The Land Use Application is for the following:

- Final Plat

This staff report is based on the following information:

- Sheet S1, Boundary Survey/Preliminary Plat prepared by Kurth Surveying, Inc. revision date May 5, 2023

- Bluebill Ponds 2<sup>nd</sup> Addition Final Plat prepared by Kurth Surveying, Inc. received May 8, 2023
- Bluebill Ponds 2<sup>nd</sup> Addition Civil Plan Set prepared by Plowe Engineering, Inc. dated May 5, 2023
- Bluebill Ponds 2<sup>nd</sup> Addition Landscape Plan prepared by Plowe Engineering, Inc. dated May 5, 2023
- Soil Report prepared by ITCO Allied Engineering Co. dated May 12, 2023
- Wetland Delineation Report prepared by Jacobson Environmental, PLLC dated May 1, 2023

**ANALYSIS**

**History**

The subject site is legally described as Outlot A, Bluebill Ponds. The outlot was platted in 2000 as part of the 77 lot Bluebill Ponds single family residential development. The developer, Heritage Development, deeded the outlot to House of Praise in exchange for land to access CSAH 14 (Main Street). House of Praise then owned three (3) parcels (PID#08-31-22-21-0006, #08-31-22-21-0002, and #08-31-22-21-0084). In 2022, House of Praise deeded PID#08-31-22-21-0006 (566 Main St church) to Bethel Moldovian Baptist Church.

**Existing Site Conditions**

The one (1) acre site is located on Woodduck Trail and will be addressed 580 Woodduck Trail. The site is currently vacant residential land with grass and trees. Groundwater was encountered at 10-13ft. Topography is general flat.

Per Sheet S1, Boundary Survey/Preliminary Plat, there are two (2) encroachments (shed and concrete pad) from 566 Main Street on the subject site. The shed shall be relocated onto 566 Main Street. A Zoning Permit is required. The deck/stairs concrete pad shall either be relocated or an Encroachment Agreement shall be drafted by the applicant and recorded against the property. If the concrete pad is proposed to be relocated, the owner shall submit a building permit and construction plan prepared by a licensed architect.

PID# 08-31-22-21-0002 is a 10 foot wide strip of land adjacent to 566 Main Street owned by House of Praise, Inc. This parcel shall be deeded to 566 Main Street (Bethel Moldovian Baptist Church) and combined into one (1) parcel.

**Zoning and Land Use**

The parcel is zoned R-1, Single Family Residential and allows for single family detached dwellings as a permitted use.

<b>Current Zoning</b>	R-1, Single Family Residential
<b>Current Land Use</b>	House of Worship

<b>Future Land Use per CP</b>	Low Density Residential
<b>Utility Staging Area</b>	1A=2018-2025

**Surrounding Zoning and Land Use**

<b>Direction</b>	<b>Zoning</b>	<b>Existing Land Use</b>	<b>Future 2040 Land Use</b>
North	R-1	Rural Residential & House of Worship	Low Density Residential
South	R-1	Single Family Residential	Low Density Residential
East	R-1	Single Family Residential	Low Density Residential
West	R-1	Single Family Residential	Low Density Residential

**Subdivision Ordinance**

*Conformity with the Comprehensive Plan and Zoning Code*

The final plat is consistent with the comprehensive plan for low density residential development and zoning code requirements for R-1, Single Family Residential as detailed below. No building permits can be issued for an outlot and hence the need to final plat into a lot and block.

*Blocks and Lots*

Outlot A, Bluebill Ponds was platted in 2000 as part of the 77 lot Bluebill Ponds single family residential development. The proposed final plat contains Lot 1, Block 1, Bluebill Ponds 2<sup>nd</sup> Addition.

<b>Parcel</b>	<b>Acres</b>	<b>Purpose</b>
Lot 1, Block 1	1.00	Single Family House

*Streets and Alleys*

No new streets are being constructed with the final plat. Driveway access will be from Woodduck Trail, a minor collector road. CSAH 14 (Main Street) is a Principal Arterial road. Both roads are capable of handling traffic from one (1) single family home.

*Easements*

Standard drainage and utility easements at least 10 feet wide have been provided along the west, east, and south lot lines. A 10 foot drainage and utility easement shall be provided along the north lot line. These easements shall be shown on all plan sheets.

*Public Land Dedication*

Park dedication fees were paid in full with the development of Bluebill Ponds based on value of 10% of the development's total area which included Outlot A. No additional park dedication fees are required.

**Site and Building Plan Review**

*Site Plan*

Building requirements for the single family home will be reviewed in the future with submittal of a complete building permit application.

*Lot Size and Setbacks*

The parcel is an existing outlot platted in 2000.

	<b>R-1 Requirements</b>	<b>Lot 1, Block 1 Bluebill Ponds 2<sup>nd</sup> Addition</b>
<b>Min. Lot Size</b>	10,800 sf	45,560 sf
<b>Min. Lot Width</b>	80 ft	102 ft
<b>Min. Lot Depth</b>	135 ft	390 ft
<b>Setbacks-Street Right-of-Way</b>	<b>Required</b>	<b>Proposed</b>
Principal Building-Woodduck Trail (minor collector)	30 ft	30 ft
<b>Setbacks-Rear Lot Line</b>	<b>Required</b>	<b>Proposed</b>
Principal Building	30 ft	300 ft
<b>Setbacks-Side Lot Line</b>	<b>Required</b>	<b>Proposed</b>
Principal Building	10 ft	25 & 33 ft

*Grading Plan and Stormwater Management*

Per the City Engineer Memo dated June 7, 2023, stormwater management for the site was addressed as part of the original Bluebill Ponds development. No additional water treatment is required with the site.

#### *Public Utilities*

The single family home will be municipally served by an 8” sanitary sewer main and an 8” watermain located along Woodduck Trail.

#### *Tree Preservation and Mitigation Standards*

A tree inventory is not required because the only tree removals proposed are within the basic use area.

#### *Open Areas Landscape Standards*

The single family lot does not require open area landscaping.

#### *Buffer and Screen Standards*

The single family lot does not require buffer and screening.

#### *Canopy Cover*

The single family lot does not require canopy cover.

#### *Foundation Landscaping*

The single family lot does not require foundation landscaping.

#### *Sod and Ground Cover Standards*

All areas not otherwise improved in accordance with the approved site plans shall have a minimum depth of 4 inches of topsoil and be sodded including boulevard areas. Seed may be provided in lieu of sod in certain cases, including when the area is adjacent to natural areas or wetlands.

The area at the base of the infiltration basin will be seeded with MN DOT 33-261 stormwater mix. The rest of the site will be turf sod, aside from an area northwest of the infiltration basin that is scheduled for native seeding, though the mix is not specified.

#### *Boulevard Trees*

One (1) boulevard tree is required and it should be a bur oak.

#### **Signage**

No signage is anticipated with construction of a single family house.

### **Impervious Surface Coverage**

The proposed impervious surface coverage is approximately 8% which is less than the maximum allowed 65%.

### **Traffic Study**

A formal traffic study is not required. Driveway access will be from Woodduck Trail, a minor collector road. CSAH 14 (Main Street) is a Principal Arterial road. Both roads are capable of handling traffic from one (1) single family home.

### **Environmental Review**

No environmental assessment is required for a single family house.

### **Wetlands**

A wetland delineation report was completed by Jacobson Environmental, PLLC on May 1, 2023. A WCA Notice of Decision shall be issued by RCWD prior to release of the final plat.

Per the report, one basin was delineated outside of the project area on the lot to south of the subject site. No impacts to this wetland are proposed. The wetland is not part of the Wetland Management Corridor so no wetland buffer is required.

### **Shoreland District**

The site is not in the Shoreland Management District Overlay of Rice Lake.

### **Floodplain**

There is no FEMA floodplain on site.

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

#### *Public Safety Comments*

Public Safety had no comments on the final plat.

#### *City Attorney*

The City Attorney reviewed the title commitment and final plat and had no comments.

### **Agreements**



### *Stormwater Maintenance Agreement*

A stormwater maintenance agreement is not applicable for this site.

### *Development Agreement*

A Development Agreement will be drafted by the City as it relates to the final plat.

## **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 stormwater pond.

### *Land Use Plan*

The Comprehensive Plan guides this property for low density residential use. The proposed final plat for a single family house is consistent with low density residential land use.

### *Housing Plan*

The goals and policies of Housing Plan are met with the proposed final plat for a single family house.

### *Transportation Plan*

Goals of the Transportation Plan are to ensure that street and roads are as safe as possible and to reduce unnecessary traffic. Woodduck Trail is a minor collector road and CSAH 14 (Main Street) is a Principal Arterial road. Both roads are capable of handling traffic from one (1) single family home.

### *Sanitary Sewer and Water Supply Plan*

The proposed final plat for a single family house will be municipally served by an 8" sanitary sewer main and an 8" watermain located along Woodduck Trail. The existing sanitary sewer and water supply system have capacity for one (1) single family house.

## **Findings of Fact**

The Findings of Fact for Bluebill Ponds 2<sup>nd</sup> Addition Final Plat are detailed in Resolution No. 23-62.

## **RECOMMENDATION**

The Planning & Zoning Board reviewed the Bluebill Ponds 2<sup>nd</sup> Addition Final Plat on June 14, 2023 and recommended approval with a 7-0 vote.

**ATTACHMENTS**

1. Resolution No. 23-62
2. Final Plat
3. Resolution No. 23-63
4. Development Agreement

**CITY OF LINO LAKES  
RESOLUTION NO. 23-62**

**RESOLUTION APPROVING BLUEBILL PONDS SECOND ADDITION FINAL PLAT**

**WHEREAS**, the City received a land use application for Bluebill Ponds Second Addition Final Plat approval hereafter referred to as Development; and

**WHEREAS**, City staff completed review of the proposed Development based on the following plans and information:

- Sheet S1, Boundary Survey/Preliminary Plat prepared by Kurth Surveying, Inc. revision date May 5, 2023
- Bluebill Ponds 2nd Addition Final Plat prepared by Kurth Surveying, Inc. received May 8, 2023
- Bluebill Ponds 2nd Addition Civil Plan Set prepared by Plowe Engineering, Inc. dated May 5, 2023
- Bluebill Ponds 2nd Addition Landscape Plan prepared by Plowe Engineering, Inc. dated May 5, 2023
- Soil Report prepared by ITCO Allied Engineering Co. dated May 12, 2023
- Wetland Delineation Report prepared by Jacobson Environmental, PLLC dated May 1, 2023; and

**WHEREAS**, the City Council the approved the Bluebill Ponds preliminary plat September 11, 2000; and

**WHEREAS**, the Planning & Zoning Board reviewed and recommended approval of the Development on June 14, 2023; and

**WHEREAS**, the proposed Development is not considered premature and meets the performance standards of the subdivision and zoning ordinance; and

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

**FINDINGS OF FACT**

1. The final plat substantially conforms to the approved preliminary plat subject to the conditions listed below.
2. The City Attorney reviewed the status of title/property ownership related to the final plat.
3. A Development Agreement has been drafted and shall be executed.
4. Conditions attached to approval of the preliminary plat have been fulfilled or secured by the Development Agreement.
5. All fees, charges and escrow related to the preliminary or final plat have been paid in full.

**BE IT FURTHER RESOLVED** the following items shall be addressed prior to release of final plat mylars:

1. As shown on Sheet S1, Boundary Survey/Preliminary Plat prepared by Kurth Surveying, Inc. revision date May 5, 2023, the following encroachments shall be corrected:
  - a. The shed encroaching onto the subject site shall be relocated onto 566 Main Street property.
    - i. A Zoning Permit is required.
  - b. The deck/stairs concrete pad shall either be relocated or an Encroachment Agreement shall be drafted by the applicant and recorded against the property.
    - i. If the concrete pad is proposed to be relocated, the owner shall submit a building permit and construction plan prepared by a licensed architect.
2. PID# 08-31-22-21-0002 shall be deeded to PID# 08-31-22-21-0006 (566 Main Street-Bethel Moldovian Baptist Church) and combined into one (1) parcel.
3. A Development Agreement shall be executed.
4. A WCA Notice of Decision shall be issued by RCWD.
5. All comments from the City Engineer Memo dated June 7, 2023 shall be addressed.
6. All comments from the Environmental Coordinator Memo dated June 7, 2023 shall be addressed.
7. All plan sheets and final plat shall show a 10 ft wide drainage and utility easement along the north lot line.
8. Sheet S1, Boundary Survey/Preliminary Plat:
  - a. Above Current Zoning, add 2040 Comprehensive Plan: Low Density Residential
  - b. Change Impervious Surface To Not Exceed to 65%.
9. Sheet L1, Landscape Plan shall be signed by a professional landscape architect or engineer and dated.

**BE IT FURTHER RESOLVED** the following items shall be addressed prior to issuance of any single family home building permit:

1. Copies of the following executed and recorded documents shall be submitted to the City:
  - a. Encroachment Agreement

Adopted by the City Council of the City of Lino Lakes this 10th day of July 2023.

---

Rob Rafferty, Mayor

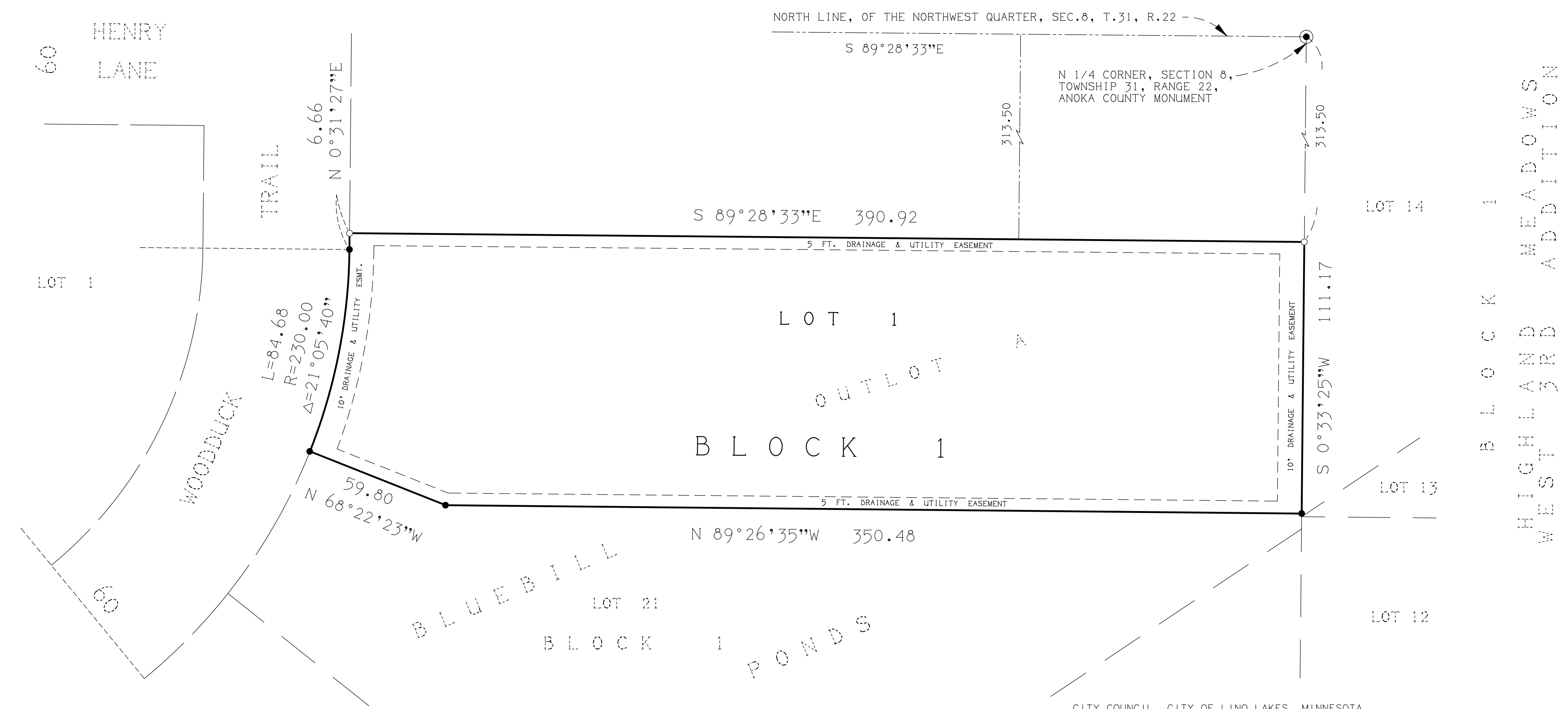
ATTEST:

---

Jolleen Chaika, City Clerk

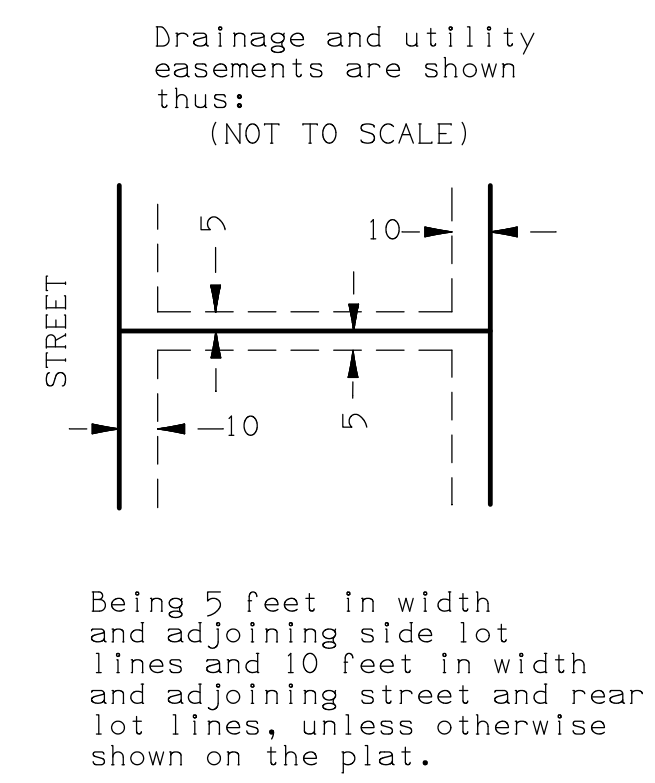
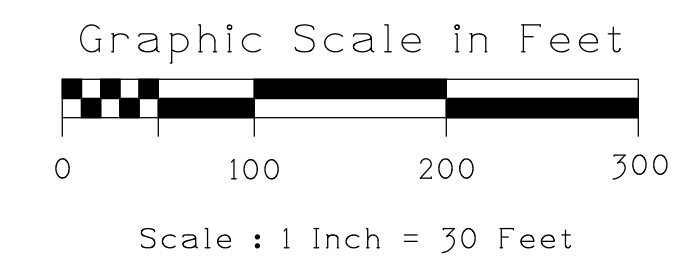
# BLUEBILL PONDS 2ND ADDITION

CITY OF LINO LAKES  
COUNTY OF ANOKA  
SEC.8, T.31, R.22



FOR THE PURPOSES OF THIS PLAT, THE NORTH LINE OF OUTLOT A, BLUEBILL PONDS IS ASSUMED TO BEAR SOUTH 89 DEGREES, 28 MINUTES, 33 SECONDS EAST

- Denotes 1/2 inch iron pipe monument found
- Denotes 1/2 inch by 14 inch iron pipe monument set or to be set within one year of the recording of this plat and capped LLS 20270.



KNOW ALL PERSONS BY THESE PRESENTS; That House of Praise Inc., a Minnesota Non-Profit Corporation, owners of the following described property:  
Outlot A, BLUEBILL PONDS, Anoka County, Minnesota,

Have caused the same to be surveyed and platted as BLUEBILL PONDS 2ND ADDITION and do hereby dedicate to the public for public use the drainage and utility easements as created by this plat.  
In witness whereof said Steve Gaustad, Pastor, has hereunto set his hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Steve Gaustad

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Steve Gaustad.

\_\_\_\_\_(Signature)  
\_\_\_\_\_(Print Name)

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission expires \_\_\_\_\_

I Randy L. Kurth do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Randy L. Kurth, Licensed Land Surveyor  
Minnesota License No. 20270

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Russell J. Kurth.

\_\_\_\_\_(Signature)  
\_\_\_\_\_(Print Name)

Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

This plat of BLUEBILL POND 2ND ADDITION was approved and accepted by the City Council of the City of LINO LAKES, Minnesota, at a regular meeting thereof held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Lino Lakes, Minnesota

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd.11, this plat has been reviewed and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

David M. Zieglmeier, Anoka County Surveyor

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.21, Subd. 9, taxes payable in the year 20\_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Property Tax Administrator

By \_\_\_\_\_, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES  
COUNTY OF ANOKA, STATE OF MINNESOTA

I hereby certify that this plat of BLUEBILL PONDS 2ND ADDITION was filed in the office of the County Recorder/ Registrar of Titles for public record on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_ o'clock \_\_\_\_ .M. and was duly recorded as Document Number \_\_\_\_\_.

\_\_\_\_\_  
County Recorder/Registrar of Titles

By \_\_\_\_\_, Deputy

**CITY OF LINO LAKES  
RESOLUTION NO. 23-63**

**RESOLUTION APPROVING BLUEBILL PONDS SECOND ADDITION  
DEVELOPMENT AGREEMENT**

**WHEREAS**, on July 10, 2023 the City Council passed Resolution No. 23-62 approving Bluebill Ponds Second addition Final Plat; and

**WHEREAS**, the City's subdivision ordinance and conditions of approval require the execution of a development agreement between the Developer and the City of Lino Lakes

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lino Lakes approves the Development Agreement between Steve Gaustad and the City of Lino Lakes for Bluebill Ponds Second Addition and authorizes the Mayor and City Clerk to execute such agreement on behalf of the City

Adopted by the City Council of the City of Lino Lakes this 10th day of July 2023.

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

ATTEST:

\_\_\_\_\_  
Jolleen Chaika, City Clerk

## DEVELOPMENT AGREEMENT

### **Bluebill Ponds 2<sup>nd</sup> Addition**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Lino Lakes ("City"), a Minnesota municipal corporation, and House of Praise Inc., and Minnesota Non-Profit Corporation ("Developer").

1. **Subdivision.** Developer received final plat approval from the City by Resolution No. 23-62 for a plat known as Bluebill Ponds 2<sup>nd</sup> Addition ("Subdivision"). Unless otherwise stated, all terms and conditions of this Agreement relate to work within the Subdivision.
2. **Final Plat Approval.** The City's approval of the final plat of Bluebill Ponds 2<sup>nd</sup> Addition is contingent upon execution and delivery of this agreement, all required petitions, bonds, security, and other documents required by the City, and satisfaction of all conditions of approval required by Resolution No. 23-62. The Final Plat including 1 lot is attached hereto as Exhibit A.
3. **Phased Development.** ~~The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Development Agreements for such phases are approved by the City and are fully executed. Not applicable, the lot cannot be further subdivided.~~
4. **Developer Plans.**
  - a. The Subdivision shall be developed in accordance with the following Developer Plans, original copies of which are on file with the City Engineer. The Developer Plans may be prepared and revised after entering into this Agreement but must be approved by the City before commencement of any work. If the plans vary from the written terms of this Agreement, this Agreement shall control.
  - b. The Developer Plans as of the date of this Agreement are:
    - i. Bluebill Ponds 2nd Addition Civil Plan Set prepared by Plowe Engineering, Inc. dated May 5, 2023
    - ii. Bluebill Ponds 2nd Addition Landscape Plan prepared by Plowe Engineering, Inc. dated May 5, 2023
5. **Permits.** The Developer shall be responsible for securing all site grading and development approvals and all other required permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of site grading or

construction and prior to the City awarding construction contracts for public improvements.

6. **Developer Improvements.** The Developer shall secure a contractor to install the improvements described in this paragraph, or otherwise required herein to be installed by Developer, hereinafter referred to as the “Developer Improvements,” which contractor shall be approved by the City in its absolute and sole discretion. The Developer Improvements shall be constructed per the City Standard Specifications for Construction January 2022 or current version.

The cost of Developer Improvements is as shown on Exhibit B attached hereto. All Developer Improvements shall require City inspection and approval and, where appropriate, the approval of any other governmental agency having jurisdiction. The Developer shall construct and install at the Developer's expense the following improvements according to the following terms and conditions:

a. Site Grading

- i. No grading shall commence until all requirements of the Rice Creek Watershed District (RCWD) have been satisfied.
- ii. All site grading shall be conducted in accordance with the grading plan as approved by the City and in accordance with NPDES and RCWD requirements. The Developer shall perform the work in accordance with a Storm Water Pollution Prevention Plan (SWPPP) pursuant to Minnesota Pollution Control Agency (MPCA) requirements.

b. Grading and Erosion Control

- i. The Developer shall grade the site to within 0.2 foot of the grades shown on the approved grading plan. No deviations will be allowed unless a revised plan is submitted and approved in writing by the City and all other regulatory agencies.
- ii. The street right-of-way, storm water storage ponds, and surface water drainage ways shall be graded prior to commencement of utility construction. Four inches of topsoil and a City approved seed mix shall be installed within disturbed areas, and seed mix information shall be provided to the City.
- iii. The Developer shall be responsible for ascertaining that site geotechnical and groundwater conditions are adequate and conforming with the grading and site improvement as proposed. The Developer shall provide testing from an approved testing company.



- iv. The Developer's engineer shall certify in writing, with an as-built survey, that all grading complies with the approved grading plan prior to issuance of any building permits.
- v. The Developer shall promptly clear dirt and debris within public rights-of-way and drainage and utility easements resulting from construction by the Developer, its purchasers, builders and contractors within five (5) days after notification by the City. The Developer shall be responsible for all necessary street and storm sewer maintenance, including street sweeping, until all home construction is completed, unless otherwise released by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on them, including detour signs if necessary. If and when the streets become impassable, such streets shall be barricaded and closed. The Developer shall maintain a smooth, hard driving surface and adequate drainage on all temporary streets.
- c. ~~Final street grading, subbase, gravel base, concrete curb and gutter, and bituminous base and wear course, street signs and striping shall be furnished and installed.~~ Not applicable.
- d. ~~Sidewalks, trails and street lighting shall be installed within 6 months of the bituminous base course. Extensions may be approved by the City Engineer, due to weather conditions, upon receipt of a written request in writing by the Developer to the City. In no case shall such extension extend beyond one year from the date of installation of bituminous base course.~~ Not applicable.
- e. Storm sewers, when determined to be necessary by the City Engineer, including all necessary laterals, catch basins, inlets and other appurtenances, shall be furnished and installed.
- f. Sanitary sewer mains, laterals or extensions, including all necessary building services and other appurtenances, shall be furnished and installed.
- g. Water mains, laterals or extensions, including all necessary building services, hydrants, valves and other appurtenances, shall be furnished and installed.
- h. The Developer shall place iron monuments at all lot, block, and outlot corners and at all other angle points on boundary lines consistent with the final plat. Iron monuments shall be placed after all street and lawn grading has been completed in order to preserve the lot markers for future property owners. Lot corner irons on the back property line shall be installed so that the top of the iron corresponds to the finished ground elevation in accordance with the

approved grading plan. Guard stakes shall be appropriately installed to mark these irons.

- i. Landscaping shall be furnished and installed in accordance with the approved plans. The landscaping shall be maintained by the Developer until accepted by the City's Environmental Coordinator.

Developer shall be responsible for vegetative restoration of ponding areas, outlots, wetland mitigation areas, and other native planting areas identified on the plans in accordance with City Standard Specifications for Construction. Developer shall provide a contract with a qualified firm for the establishment and maintenance of all open space / native plant areas. Said contract shall cover a minimum of the 3 year establishment period, from the date of planting.

- j. The Developer shall arrange for all gas, telecommunications, cable, internet, electric, and other necessary private utility services to the Subdivision in accordance with City Code and State law. The utilities are required to be located within a joint trench. Street light installations shall be initiated by the Developer with City Engineer approval. The Developer is solely responsible for the cost of private utility and internet installation.
- k. The Developer shall install mailboxes in accordance with Federal and Postal Service regulations.
- ~~l. The Developer shall install wetland buffer signs per City standard detail plates prior to the issuance of building permits. Not applicable.~~

- 7. **Time of Performance.** The Developer shall install all required improvements enumerated in Paragraph 6 by November 30, 2024. The Developer may request a reasonable extension of time from the City. If the extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

8. **City Improvements.**

No City installed improvements are proposed to be constructed for this subdivision.

9. **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, watermain, storm sewer facilities, and roads, constructed by Developer. 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.

- b. The Developer shall submit certified compaction testing results for the site grading operations that certify that grading work meets pertinent compaction requirements for the project.
- c. A summary of the record plan attribute data for the storm sewer, watermain, and sanitary sewer structures and pipes shall be submitted in the form of an Excel Spreadsheet as provided by the City Engineer.
- d. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

**10. Faithful Performance of Construction Contracts and Security.**

- a. The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer for the installation and construction of all Developer Improvements. Concurrent 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 one hundred fifty (150%) percent of the total estimated cost of Developer's Improvements as determined by the City Engineer.
- b. Irrevocable Letter of Credit. If an Irrevocable Letter of Credit is utilized, it shall be for the exclusive use and benefit of the City of Lino Lakes and shall state that it is issued to guarantee and assure performance by the Developer of all the terms and conditions of this Development Agreement and construction of all required improvements referenced therein in accordance with the ordinances and specifications of the City. The letter shall be in a form, and from a bank, as approved by the City. 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 agreement. The Irrevocable Letter of Credit shall be automatically extended for additional periods of one year from present or future expiration dates on an annual basis, unless at least sixty (60) days prior to the expiration date, the Community Development Director and City Engineer, are notified by certified mail or overnight courier, that the Letter of Credit will not be extended.
- c. Alternatively, the Developer may enter into a Public Improvement Surety Agreement, subject to City approval.

- d. **Reduction of Security.** The Developer may request 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.
11. **Warranty.** The Developer warrants all utility work required to be performed by it against poor material and faulty workmanship for a period of two years after its completion and acceptance by the City. All new streets shall be warranted by the developer for a period of one year from the time the final inspection of the street is completed and accepted by the City Council. All trees, grass and sod shall be warranted to be alive, of good quality and disease free for 12 months after planting. Prior to final acceptance of the Developer Improvements the City shall require a Surety Bond or Cash Escrow to cover the warranty provisions of this Agreement. The amount shall be 20 % of the original cost of construction identify in Exhibit B.
12. **Dedication.** The Developer shall dedicate to the City, at no cost to the City, any permanent or temporary easements that may be necessary for the construction and installation of the Developer Improvements. All such easements required by the City shall be in writing, in recordable form, containing such terms and conditions as the City shall determine.
13. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the public improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are to be deemed private infrastructure.
14. **Recording and Release.** The Developer agrees that the terms of this Development Agreement shall be a covenant on any and all property included in the Subdivision. The Developer agrees that the City shall have the right to record a copy of this Development Agreement with the Anoka County Recorder to give notice to future purchasers and owners. This shall be recorded against the Subdivision described on Page 1.
15. **Escrow for City's Costs.**
- a. The Developer agrees to establish a non-interest bearing escrow account with the City in an amount determined by the City Administrator or their designee for the payment of all costs incurred by the City related to the development of the Subdivision including, but not limited to, the following (See Exhibit B for breakdown of costs):
- i. Planning/ Review
  - ii. Administration - 3% of Developer Improvement Costs
  - iii. City Engineering and Legal

- iv. Street lighting installation (by utility company, developer to initiate)
- v. Boulevard tree planting
- vi. Street, storm sewer and pond maintenance
- vii. Property Taxes. Should the recording of the Final Plat occur after July 1<sup>st</sup>, any and all property taxes on any public property dedicated as a part of this plat shall be the responsibility of the Developer.

- b. If the above escrow amounts are insufficient, the Developer shall make such additional deposits as required by the City. The City shall have a right to reimburse itself from the Escrow with suitable documentation supporting the charges.

16. **Developer Fees.** At the time of execution of this Agreement, the Developer shall pay the following fees related to the development of the Subdivision (See Exhibit B for breakdown of costs):

- a. Park Dedication. Not applicable.
- b. ~~The Developer shall pay 15 months of maintenance and energy costs for street lights installed within the Subject Property at the rate of \$8/month/light. After that the City will assume the costs.~~ Not applicable.
- c. ~~GIS Mapping Fees~~
- d. Trunk 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.

Trunk Charge

The trunk charge shall be paid at the time of subdivision approval or at the time of hook-up, whichever is first. Residential trunk charges are based on one unit per dwelling unit.

Sanitary Sewer	\$1,695.00 Per Unit
----------------	---------------------

Availability Charge

For residential properties, the availability charge shall be paid at the time of

subdivision approval or at the time of hook-up, whichever is first. Residential uses shall be assigned one unit per dwelling unit.

City Sewer (CSAC) \$1,586.00 Per SAC Unit

Trunk sewer unit charges addressed under this paragraph are in addition to any SAC charges imposed by Metropolitan Council Environmental Services. An estimate of the total charge and the trunk utility credit for developer installed trunk oversizing is specified in Exhibit B.

e. 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. Residential trunk charges are based on one unit per dwelling unit.

Water \$2,435.00 Per Unit

Availability Charge

For residential properties, the availability charge shall be paid at the time of subdivision approval or at the time of hook-up, whichever is first. Residential uses shall be assigned one unit per dwelling unit.

City Water (CWAC) \$1,532.00 Per SAC Unit

An estimate of the total charge and the trunk utility credit for developer installed trunk oversizing is specified in Exhibit B.

f. 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 B. The charge shall be paid at the time of subdivision approval.

**17. Assessment of Charges and Waiver of Rights.**

- a. In consideration of the construction of City Improvements listed in Section 7 and /or provision of sewer, water and storm water services, the Developer agrees that the costs of City Improvements together with Trunk Sewer Unit Charge, Trunk Water Unit Charge and the Surface Water Management Area Charge (collectively, “the Charges”) may be assessed against the Subdivision parcels. The Developer hereby waives any and all procedural and substantive objections to the special assessments, including notice and hearing requirements, any claim that the assessments exceed the benefit to the properties, and any right to appeal.
- b. Unless the Developer pays the entire balance owed for the Charges contemporaneously with the execution of this Agreement, the Developer shall provide to the City a cash escrow or irrevocable letter of credit in an amount equal to 35% of the total assessments for the Charges as estimated by the City Engineer (see Exhibit B). The letter of credit shall be in a form, and from a bank, as approved by the City. The letter of credit or cash escrow may be used by the City upon default by Developer in the payment of special assessments. The cash escrow or letter of credit shall remain in place throughout the term of the special assessments. The letter of credit may not be terminated without the City’s written consent.
- c. Developer, its heirs, successors or assigns, agrees that within 30 days after the date of sale of a lot, the Developer, its heirs, successors or assigns, at its own cost and expense, shall pay the entire unpaid charges assessed or to be assessed under this Agreement against such property.
- d. If a certificate of occupancy is issued before the special assessments have been levied, the Developer, its heirs, successors or assigns shall pay the City the sum of cash equal to 120% of the Engineer's estimate of the special assessments for such Charges that would be levied against the property. Upon such payment the City shall issue a certificate showing the assessments are paid in full. Notwithstanding the issuance of said certificate, the Developer shall be liable to the City for any deficiency and the City shall pay the Developer any surplus arising from the payment based upon such estimate.
- e. Acceleration of Special Assessments upon Default. In the event the Developer violates any of the covenants, conditions or agreements herein, violates any ordinance, rule or regulation of the City, County of Anoka, State of Minnesota or other governmental entity having jurisdiction over the plat or development, or fails to pay when due any installment of any special assessment levied pursuant to this agreement, or any interest thereon, the City at its option, in addition to its rights and remedies hereunder, after 10 days written notice to the Developer,

may declare all of the unpaid special assessments which are then estimated or levied pursuant to this agreement due and payable in full, with interest. The City may seek recovery of such special assessments due and payable from the security provided herein. In the event that such security is insufficient to pay the outstanding amount of such special assessments plus accrued interest the City may certify such outstanding special assessments in full to the County Auditor pursuant to Minnesota Statutes section 429.061, subdivision 3, for collection the following year. The City, at its option, may commence legal action against the Developer to collect the entire unpaid balance of the special assessments then estimated or levied pursuant hereto, with interest, including reasonable attorney's fees, and Developer shall be liable for such special assessments and, if more than one, such liability shall be joint and several. In addition to any other rights and remedies upon Developer's default, the City may refuse to issue building permits and/or Certificates of Occupancy for any property within the Subdivision until such time as such default has been corrected to the satisfaction of the City. The Developer agrees to reimburse the City for all costs incurred by the City in the enforcement of this agreement, or any portion thereof, including court costs and reasonable engineering and attorneys' fees, if the City prevails in any enforcement action.

**18. Building Permits.** Not applicable. ~~No building permits shall be issued until:~~

- ~~a. Site grading, certified compaction testing, City sewer, water, storm sewer, and bituminous base construction of the streets, temporary street signs, gas, electric, telecommunication, cable and internet are installed and approved by the City, except as provided below~~
  - ~~i. Model Homes: Structures may be installed as model homes consistent with City ordinance upon approval of the final plat. A record drawing of the site grading for the model home lots shall be submitted prior to issuance of building permits for the model homes.~~
  - ~~ii. If any building permits for model homes are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents or third parties. Any such costs shall be reimbursed from Developer's escrow.~~

**19. Special Provisions.**

- a. The following encroachments shall be corrected:



- i. The shed encroaching onto the subject site shall be relocated onto 566 Main Street property.
  - ii. The deck/stairs concrete pad shall either be relocated or an Encroachment Agreement shall be drafted by the applicant and recorded against the property.
- b. PID# 08-31-22-21-0002 shall be deeded to PID# 08-31-22-21-0006 (566 Main Street-Bethel Moldovan Baptist Church) and combined into one (1) parcel.
- c. **Hours of Construction Activity.**

All construction activity shall be limited to the hours 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

20. **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 Two Million and no/100 (\$2,000,000.00) 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.
21. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, including but not limited to attorney and engineering fees, provided the Developer is first given notice of the work in default, not less than 48 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, levy the cost in whole or in part as a

special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, chapter 429.

**22. 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 Subdivision and shall be deemed covenants running with the land, unless otherwise released pursuant to section 14 of this Agreement.

b. 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 Development Agreement.

c. 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 mailed by United States mail to the addresses below, or sent by email to the email address below. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above or when emailed. The addresses of the parties are as set forth until changed by notice given as above.

Steve Gaustad  
House of Praise Inc.  
545 Constance Blvd NW  
Andover, MN 55304

Community Development Director  
City of Lino Lakes  
600 Town Center Parkway  
Lino Lakes, MN 55014

23. **Land Use Controls - Planned Unit Development.** Not Applicable.

IN WITNESS WHEREOF, the City and the Developer have caused this Development Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date and year first written above.

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 Jolleen Chaika as City Clerk of the City of Lino Lakes on behalf of said City.

\_\_\_\_\_  
Notary Public

**THIS PAGE INTENTIONALLY LEFT BLANK**



---

**CONSENT AND SUBORDINATION**

\_\_\_\_\_, the holder of a mortgage dated \_\_\_\_\_, filed for record with the County Recorder, Anoka County, Minnesota, on \_\_\_\_\_, as Document No. \_\_\_\_\_, hereby consents to the recording of this Development Agreement and agrees that its rights in the property affected by the Development Agreement shall be subordinated thereto.

IN WITNESS WHEREOF, \_\_\_\_\_, has caused this Consent and Subordination to be executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
By:  
Its:

STATE OF MINNESOTA        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public within and for said County, personally appeared \_\_\_\_\_, who executed the foregoing instrument.

\_\_\_\_\_  
Notary Public

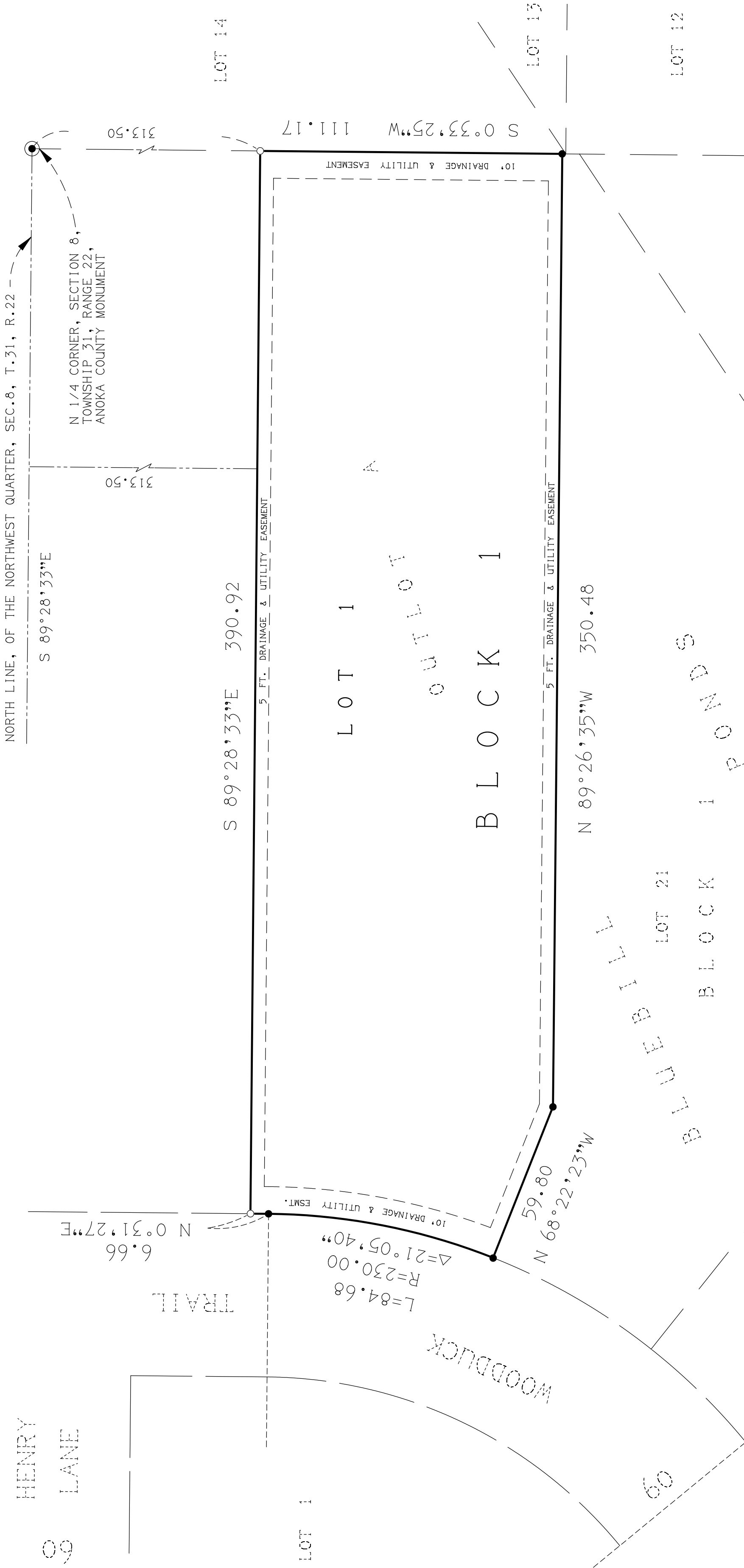
**EXHIBIT A**

**Final Plat**



# BLUEBILL PONDS 2ND ADDITION

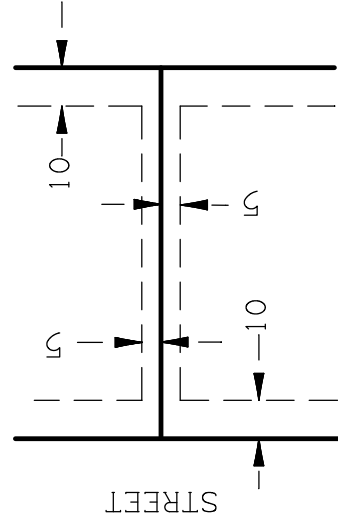
CITY OF LINO LAKES  
 COUNTY OF ANOKA  
 SEC. 8, T. 31, R. 22



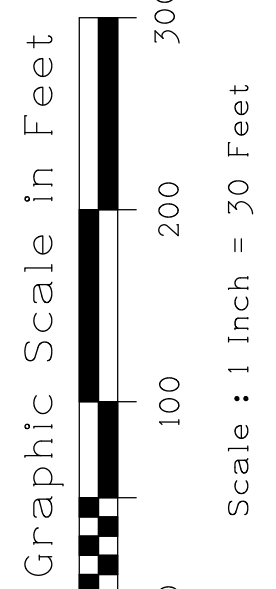
FOR THE PURPOSES OF THIS PLAT, THE NORTH LINE OF OUTLOT A, BLUEBILL PONDS IS ASSUMED TO BEAR SOUTH 89 DEGREES, 28 MINUTES, 33 SECONDS EAST

- Denotes 1/2 inch iron pipe monument found
- Denotes 1/2 inch by 14 inch iron pipe monument set or to be set within one year of the recording of this plat and capped LLS 20270.

Drainage and utility easements are shown thus:  
 (NOT TO SCALE)



Being 5 feet in width and adjoining side lot lines and 10 feet in width and adjoining street and rear lot lines, unless otherwise shown on the plat.



HIGHLAND BLOCK  
 MBRADOWS  
 ADDITION

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA  
 This plat of BLUEBILL POND 2ND ADDITION was approved and accepted by the City Council of the City of LINO LAKES, Minnesota, at a regular meeting thereof held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.  
 City Council, City of Lino Lakes, Minnesota

KNOW ALL PERSONS BY THESE PRESENTS: That House of Praise Inc., a Minnesota Non-Profit Corporation, owners of the following described property:

Outlot A, BLUEBILL PONDS, Anoka County, Minnesota.  
 Have caused the same to be surveyed and platted as BLUEBILL PONDS 2ND ADDITION and do hereby dedicate to the public for public use the drainage and utility easements as created by this plat.  
 In witness whereof said Steve Gaustad, Pastor, has hereunto set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Steve Gaustad  
 STATE OF MINNESOTA  
 COUNTY OF \_\_\_\_\_  
 This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Print Name)  
 Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

Mayor \_\_\_\_\_  
 Clerk \_\_\_\_\_  
 COUNTY SURVEYOR  
 I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 David M. Ziegemeier, Anoka County Surveyor  
 COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.21, Subd. 9, taxes payable in the year 20\_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Property Tax Administrator \_\_\_\_\_  
 By \_\_\_\_\_, Deputy  
 COUNTY RECORDER/REGISTRAR OF TITLES  
 COUNTY OF ANOKA, STATE OF MINNESOTA

I hereby certify that this plat of BLUEBILL PONDS 2ND ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and was duly recorded as Document Number \_\_\_\_\_.  
 County Recorder/Registrar of Titles \_\_\_\_\_  
 By \_\_\_\_\_, Deputy

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 Randy L. Kurth, Licensed Land Surveyor  
 Minnesota License No., 20270  
 STATE OF MINNESOTA  
 COUNTY OF \_\_\_\_\_  
 This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Russell J. Kurth.  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Print Name)  
 Notary Public, \_\_\_\_\_ County, Minnesota  
 My Commission Expires \_\_\_\_\_

**EXHIBIT B**

**Securities, Escrows & Fees**

**EXHIBIT B**  
**Securities, Escrows & Fees**

PROJECT: Bluebill Ponds 2nd Addition	NUMBER OF REU's:	1
APPLICANT: House of Praise Inc.	NO. OF LOT FRONTAGE:	1
	AREA (ACRES):	1

<b>IMPROVEMENTS</b>	<b>COST</b>
<u>DEVELOPER IMPROVEMENT COSTS (Public)</u>	
SITE GRADING	\$0
EROSION CONTROL	\$0
LANDSCAPING	\$0
RESTORATION	\$0
STORM SEWER CONST.	\$0
SANITARY SEWER CONST.	\$0
WATERMAIN CONST.	\$0
LIGHTING	\$0
Total	\$0
Letter of Credit Amount X 150%	\$0

<u>ESCROW for CITY'S COSTS</u>	
PLANNING/ REVIEW	\$0
ADMINISTRATION	\$0
ENGINEER PLAN REVIEW	\$800
ENGINEER CONSTRUCTION SERVICES	\$2,800
PROJECT FINAL DOCUMENTS & CITY ENGINEER	\$1,200
STREET LIGHT INSTALLATION	\$0
STREET & STORMWATER MAINTENANCE	\$500
PROPERTY TAXES	\$0
BOULEVARD TREE PLANTING	\$485
Total	\$5,785

<u>DEVELOPMENT FEES</u>	
PARK DEDICATION	\$0
PARK DEDICATION CREDIT	\$0
Subtotal Park Dedication Fee	\$0
AUAR	\$0
GIS MAPPING FEE	\$0
STREET LIGHTING OPERATION	\$0
Total	\$0

TRUNK SANITARY SEWER	
TRUNK CHARGE PER (ACRE OR UNIT)	\$1,695
AVAILABILITY CHARGE PER SAC UNIT	\$1,586
TRUNK SANITARY SEWER CREDIT	\$0
TRUNK WATERMAIN	
TRUNK CHARGE PER (ACRE OR UNIT)	\$2,435
AVAILABILITY CHARGE PER SAC UNIT	\$1,532
TRUNK WATERMAIN CREDIT	\$0
TOTAL TRUNK SEWER & WATER FEES	\$7,248
SURFACE WATER MANAGEMENT	\$1,933
SURFACE WATER MANAGEMENT CREDIT	\$0
TOTAL SURFACE WATER MANAGEMENT FEES	\$1,933
Total	\$9,181

<u>SUMMARY OF SECURITIES, ESCROW &amp; FEES</u>	
SECURITY: DEVELOPER IMP'MENT COSTS	\$0
ESCROW FOR CITY COSTS	\$5,785
DEVELOPMENT FEES	\$0
SECURITY: TRUNK FEES	\$9,181

**CITY COUNCIL  
AGENDA ITEM 6B**

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: July 10, 2023

TOPIC: Consideration of Resolution No. 23-68, Approving Joint Powers Agreement with the City of Columbus, Scannell Properties AUAR

VOTE REQUIRED: 3/5

**INTRODUCTION**

Staff is requesting council approval of a Joint Powers Agreement (“JPA”) with the City of Columbus for Scannell Properties Environmental Review.

**BACKGROUND**

Scannell Properties, a nation development company, is considering the possible development of approximately 325 acres located in both Lino Lakes and the City of Columbus. The project could include up to 3.5 million square feet of industrial development. The development of the industrial park requires environmental review under state law. While the location is covered, in part, by the City’s I-35E Corridor Alternative Urban Area-wide Review (“AUAR”) document, Scannell has chosen to prepare an AUAR specific to their site.

The AUAR process anticipates only one unit of government will act as the Responsible Governmental Unit (“RGU”) for the AUAR. Since the majority of the development is proposed within Lino Lakes, Lino Lakes will serve as the RGU for the project. The JPA establishes the process for joint review of the AUAR and responsibilities of each City.

Each City will be responsible for their individual review costs, which shall be collected from the developer. Both Cities will participate in a pro-rata share of review costs for the required five-year updates, again borne by the developer.

**RECOMMENDATION**

Staff is recommending adoption of Resolution No. 23-68, Approving Joint Powers Agreement with the City of Columbus.

**ATTACHMENTS**

1. AUAR Study Area Map
2. Resolution No. 23-68
3. Joint Powers Agreement

**Legend**

 AUAR Study Area

 Parcel Boundaries

Anoka County

Washington County

180th St N

35E

24th Ave N

80th St E

170th St N



0 450 900  
Feet

**CITY OF LINO LAKES RESOLUTION NO. 23-68**  
**RESOLUTION APPROVING JOINT POWERS AGREEMENT**  
**WITH THE CITY OF COLUMBUS FOR THE**  
**SCANNELL PROPERTIES AUAR**

**WHEREAS**, the Scannell Business Park proposal covers approximately 325 acres located within the jurisdictional boundaries of the cities of Lino Lakes and Columbus with 270 acres located in Lino Lakes, and 55 acres located in Columbus ; and

**WHEREAS**, Scannell Properties (the “Developer”) has proposed a concept master plan for approximately three million to three million five hundred thousand square feet of industrial development on the Property to be built in phases; and

**WHEREAS**, Lino Lakes and Columbus mutually desire to preserve and protect long range planning process within each community; and

**WHEREAS**, Lino Lakes and Columbus desire to maintain efficient levels of public service delivery in furtherance of the protection of the public health, safety and welfare of each of the communities; and

**WHEREAS**, development of The Scannell Business Park requires environmental review under Minnesota Rules, Chapter 4410; and

**WHEREAS**, the preferred method of the Parties for environmental review of the Scannell Business Park is to prepare an Alternative Urban Areawide Review (“AUAR”), as provided in Minnesota Rules, Chapter 4410; and

**WHEREAS**, Minnesota Rules, Chapter 4410 anticipates that only one unit of government will act as the Responsible Governmental Unit (“RGU”) in conducting an AUAR; and

**WHEREAS**, it is in the best interest of Lino Lakes and Columbus and their respective residents, property owners, and businesses to develop a Joint Powers Agreement (“JPA”), pursuant to Minn. Stat. §471.59, to foster cooperative planning and joint environmental review in furtherance of the protection of the public health, safety and welfare of each of the communities.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of The City of Lino Lakes that the Joint Powers Agreement between the City of Lino Lakes and the City of Columbus is hereby approved,

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized to execute the JPA on behalf of the City.

Adopted by the Council of the City of Lino Lakes this 10<sup>th</sup> day of July, 2023.

---

Rob Rafferty, Mayor

ATTEST:

---

Jolleen Chaika, City Clerk

**JOINT POWERS AGREEMENT BETWEEN THE  
CITY OF LINO LAKES AND CITY OF COLUMBUS  
RELATING TO JOINT ENVIRONMENTAL REVIEW  
FOR SCANNELL BUSINESS PARK**

**THIS AGREEMENT** is by and between the City of Lino Lakes, a Minnesota municipal corporation, hereinafter referred to as the “Lino Lakes,” and the City of Columbus, a Minnesota municipal corporation, hereinafter referred to as the “Columbus.” (Lino Lakes and Columbus may also be referred to as “Party” or “parties” in this Agreement.)

**WHEREAS**, the Scannell Business Park proposal covers approximately 325 acres located within the jurisdictional boundaries of the cities of Lino Lakes and Columbus shown on Exhibit A (the “Property”), with 270 acres located in Lino Lakes, and 55 acres located in Columbus ; and

**WHEREAS**, Scannell Properties (the “Developer”) has proposed a concept master plan for approximately three million to three million five hundred thousand square feet of industrial development on the Property to be built in phases; and

**WHEREAS**, Lino Lakes and Columbus mutually desire to preserve and protect long range planning process within each community; and

**WHEREAS**, Lino Lakes and Columbus desire to maintain efficient levels of public service delivery in furtherance of the protection of the public health, safety and welfare of each of the communities; and

**WHEREAS**, development of The Scannell Business Park requires environmental review under Minnesota Rules, Chapter 4410; and

**WHEREAS**, the preferred method of the Parties for environmental review of the Scannell Business Park is to prepare an Alternative Urban Areawide Review (“AUAR”), as provided in Minnesota Rules, Chapter 4410; and

**WHEREAS**, Minnesota Rules, Chapter 4410 anticipates that only one unit of government will act as the Responsible Governmental Unit (“RGU”) in conducting an AUAR; and

**WHEREAS**, it is in the best interest of Lino Lakes and Columbus and their respective residents, property owners, and businesses to develop a Joint Powers Agreement (“JPA”), pursuant to Minn. Stat. §471.59, to foster cooperative planning and joint environmental review in furtherance of the protection of the public health, safety and welfare of each of the communities.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that each Party will derive from coordinated planning and joint environmental review, Lino Lakes and Columbus hereby enter into this Agreement for the benefit of mutual long range planning, pursuant to the terms of this Agreement.



## ARTICLE 1.

### PURPOSE AND GEOGRAPHIC AREA

1.1) **Purpose.** The Parties desire to cooperate in the joint environmental review and joint long range planning of the Scannell Business Park within Lino Lakes and Columbus.

1.2) **Geographic Area.** All of the Scannell Business Park located in Lino Lakes and Columbus as depicted on Exhibit A, which is attached hereto and made a part of this Agreement.

## ARTICLE 2.

### EFFECTIVE DATE, TERM, AND NOTICES

2.1) **Effective Date.** This Agreement will be effective from the date both Parties execute the Agreement.

2.2) **Term.** This Agreement will remain in effect from the Effective Date until terminated or until the AUAR is completed and published, whichever occurs earlier. This Agreement may be terminated by mutual consent at any time and may be terminated by either party on one hundred eighty (180) days' written notice.

2.3) **Notices.** All notices relating to this Agreement will be in writing and provided to each Party's clerk or administrator.

## ARTICLE 3.

### RESPONSIBLE GOVERNMENTAL UNIT AND COOPERATION

3.1) **Responsible Governmental Unit Authority.** The Parties desire to jointly participate in the environmental review of the Scannell Business Park. Consistent with Minnesota Rules Chapter 4410, Section 441.0500, and one jurisdiction will act as the RGU for the proposed AUAR. The Parties agree that one AUAR will be performed for the entire Property. The parties further agree, subject to the terms and conditions of this Agreement, that Lino Lakes will act as the RGU for the AUAR.

3.2) **Joint Environmental Review.** In consideration of the assignment of RGU authority by Columbus to Lino Lakes for preparation the AUAR, the Parties agree to the following:

- (a) Lino Lakes will be responsible for the preparation, publication, and distribution of the AUAR.
- (b) Columbus will be copied on all communications between Lino Lakes and the Developer and its agents and the Environmental Quality Board on all matters pertaining to the AUAR.

- (c) Columbus will be invited to all significant meetings regarding the planning and preparation of AUAR.
- (d) Columbus will participate in all meetings requested by Lino Lakes, including staff meetings and City Council meetings.
- (e) Columbus will provide data and mapping relevant to portions of the Scannell Business Park within Columbus for Lino Lakes use in the preparation of the AUAR. The parties agree to identify such data collection and preparation prior to preparation of the AUAR to avoid redundancy in the scope of work.
- (f) Columbus will be given the opportunity to review and comment on all draft components of the AUAR, including the technical components, the development scenarios, and the mitigation plan.
- (g) Columbus will be given the opportunity to review and comment on the final draft AUAR prior to its publication in the EQB Monitor.
- (h) Lino Lakes will present the draft AUAR to Columbus City Council upon request of Columbus.
- (i) Columbus will be invited to review and respond to comments received on the draft AUAR, particularly those comments relative to Columbus.
- (j) Columbus will be given reasonable opportunity to review and comment on the final AUAR and mitigation plan before action on the final documents is taken by Lino Lakes.
- (k) Lino Lakes will prepare all required subsequent updates to the environmental analysis and mitigation plan, based upon any changes in development plans or assumptions within the AUAR as described in Minnesota Rules Chapter 4410, Section 4410.3610, subpart 7.
- (l) Columbus will be notified and given the opportunity to comment on any updates to the AUAR or mitigation plan prior to the notification and distribution of any amended documents.
- (m) Lino Lakes will prepare and distribute the mandatory “5-year updates” for the AUAR according to Minnesota Rules Chapter 4410, Section 4410.3610, subpart 7. Each party shall be responsible for a pro-rata share of costs incurred in the updates, based on acreages within corporate boundaries, whether this Agreement is in place or not. Lino Lakes shall be responsible for 83% of review costs, and Columbus 17% of review costs. Nothing herein prohibits either party from requiring the developer or property owner of the business park from reimburse the respective arty for update costs.
- (n) Columbus will be notified and given the opportunity to comment on the “5-year updates” prior to distribution.

(o) Each party shall require the proposed developer to establish an escrow in an amount determined by that party to cover review costs, and any review costs incurred by that party shall be reimbursed from the escrow required by that party.

3.3) **Joint Planning.** Lino Lakes and Columbus agree to exchange all data generated by the Parties pertaining to future land use, transportation, public utilities, parks, and development concepts within the Scannell Business Park.

#### ARTICLE 4.

#### DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purpose by the Parties because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota rules implementing such act now in force or as amended as well as federal regulations on data privacy.

#### ARTICLE 5.

#### INDEPENDENT CONTRACTORS

The Parties acknowledge that each Party is solely responsible for payment of all wages, benefits, taxes, and insurance on behalf of its employees or agents relating to planning and environmental review in the Geographic Area. It is expressly understood that neither Party can compel the other to perform work, nor will one Party be obligated to reimburse the other, without mutual consent. Nothing contained in this Agreement can or will be interpreted as creating an employee relationship between the Parties and no employee of either party will be considered an employee of the other party.

#### ARTICLE 6.

#### INDEMNIFICATION AND INSURANCE

6.1) **Indemnification.** Each Party (hereinafter referred to as the Indemnifying Party) agrees to defend, indemnify, and hold harmless the other Parties against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the Indemnifying Party and/or those of the Indemnifying Parties' employees or agents. Under no circumstances, however, will an Indemnifying Party be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for all Parties may not be added together to determine the maximum amount of liability for either Party. The intent of this paragraph is to impose on each Party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Parties and to permit liability claims against both Parties from a single occurrence to be defended by a single attorney.

6.2) **Insurance.** The Parties subject to Minnesota Statutes Chapter 466 will maintain insurance in an amount no less than the limits of liability under Minnesota Statutes Section 466.04, Subd 1.

#### MERGER, MODIFICATION, AND SEVERABILITY

6.3) **Merger.** The entire Agreement between the Parties is contained here and this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter.

6.4) **Modification.** This Agreement may be modified or amended only in writing and upon signatures by the Parties.

6.5) **Severability.** The provisions of this Agreement are deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such finding will have no effect on any other portion of this Agreement.

#### ARTICLE 7.

#### MISCELLANEOUS

7.1) **Headings and Captions.** The Parties agree that the headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement.

7.2) **Controlling Law.** The laws of the State of Minnesota will govern all questions and interpretations concerning the validity and construction of this agreement and the legal relations between the Parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located with the County of Anoka, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

7.3) **Third Parties.** This Agreement is between Columbus and Lino Lakes as the only Parties and no provision of this Agreement will in anyway inure to the benefit of any third person (including the public at large and any property owner, tenant or resident within the Geographic Area) so as to constitute any such person as a third party beneficiary of the Agreement or of anyone or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

[Signature page follows.]

**CITY OF LINO LAKES:**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, Clerk

**CITY OF COLUMBUS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, Clerk

Exhibit A

Boundaries of Scannell Business Park and Concept Plan



**CITY COUNCIL  
AGENDA ITEM 6C**

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: July 10, 2023

TOPIC: Consider Resolution No. 23-69, Approving Purchase of Public Right of Way, Trail and Drainage and Utility Easement, Lake Drive Trunk Utility Improvements

VOTE REQUIRED: 3/5

**INTRODUCTION**

Staff is requesting City Council approval of the purchase of a Permanent Easement as part of the Lake Drive Trunk Utility Improvement project.

**BACKGROUND**

The City Council authorized preparation of plans and specifications for the construction of the Lake Drive Trunk Water Main improvements on November 28, 2022. The project required the acquisition of a 7,597 square foot easement along Lake Drive. The property impacted is owned by Gethsemane United Methodist Church d/b/a Lino Lakes Community Church.

Following discussion, the property owners have agreed to a purchase price of \$19,800.

**RECOMMENDATION**

Staff is recommending approval of Resolution No. 23-69.

**ATTACHMENTS**

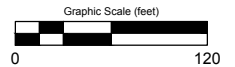
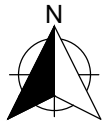
1. Resolution No. 23-69
2. Easement Exhibit





PERMANENT ROAD, DRAINAGE & UTILITY, AND TRAIL EASEMENT AREA = 7,597 SQ. FT.

— PARCEL LINE



Prepared by:



Easement Exhibit

PID: 17-31-22-33-0050  
 Address: 7330 Lake Drive  
 City of Lino Lakes, Minnesota

WSB Project No. 022154-000

Date: 3/3/2023





**CITY OF LINO LAKES  
RESOLUTION NO. 23-69**

**APPROVING ACQUISITION OF PERMANENT EASEMENT  
2023 LAKE DRIVE TRUNK UTILITY IMPROVEMENTS**

**WHEREAS**, the City Council authorized preparation of plans and specifications for the 2023 Lake Drive Trunk Utility Improvements on November 28, 2022, and

**WHEREAS**, the improvements required the acquisition of a 7,597 square foot permanent easement, and

**WHEREAS**, the parties hereto have reached agreement on just compensation due for the acquisition;

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

That the purchase of a 7,597 square foot permanent easement for right-of-way, trail, drainage and utility purposes is hereby approved in the amount of \$19,800.

Adopted by the Council of the City of Lino Lakes this 10<sup>th</sup> day of July 2023.

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

ATTEST:

\_\_\_\_\_  
Jolleen Chaika, City Clerk

**CITY COUNCIL  
AGENDA ITEM 6D**

STAFF ORIGINATOR: Diane Hankee PE, City Engineer

MEETING DATE: July 10, 2023

TOPIC: Consider Resolution No. 23-67, Approving Change Order No. 1, 2023 Pheasant Run Reconstruction Project

VOTE REQUIRED: 3/5

**INTRODUCTION**

Staff is requesting council approval of Change Order No. 1 for the 2023 Pheasant Run Reconstruction Project.

**BACKGROUND**

On April 10, 2023, the City Council awarded the bid for the 2023 Pheasant Run Reconstruction Project to A-1 Excavating, LLC in the amount of \$886,886.00. Construction of the project is scheduled to begin July 24<sup>th</sup>, 2023. The project includes watermain, sanitary sewer, storm sewer replacement and street reconstruction. Several of the houses are closer to the street than typical (25 to 30 feet) and are approximately 50 years old. The natural soils in the neighborhood remain saturated throughout the year and are subject to expansion in the freeze thaw cycle.

Due to the proximity of the houses to the street, the age of the houses, and the native soils, staff is recommending a pre-condition survey to evaluate the condition of the homes in the project, as well as the vibration monitoring throughout the duration of the project.

For Council consideration, staff has drafted Change Order No. 1 in the amount \$29,800.00 to perform a pre-condition survey and monitor the project vibration on the project. Funding for the project is from the 2021 Street Reconstruction Bonds, the Water and Sewer Operating Funds, the Trunk Water Fund, and the Street Reconstruction Fund. The 2023 Pheasant Run Project contract with A-1 Excavating, LLC with Change Order No. 1 would be increased to \$919,686.00. This amount of Change Order No. 1 is within the project planned contingencies and budget.

**RECOMMENDATION**

Staff is recommending approval of Resolution No. 23-67 for Change Order No. 1 in the amount of \$29,800.00 for the Pheasant Run Reconstruct Project.

**ATTACHMENTS**

1. Resolution 23-67
2. Change Order No.1

**CITY OF LINO LAKES**

**RESOLUTION NO. 23-67**

**RESOLUTION APPROVING CHANGE ORDER NO. 1  
PHEASANT RUN RECONSTRUCTION PROJECT**

**WHEREAS**, pursuant to resolution 23-22 of the Council adopted on April 10, 2023, awarding the contract for the Pheasant Run Reconstruction Project to A-1 Excavating LLC; and

**WHEREAS**, a complete summary of costs are detailed in Change Order No. 1;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Lino Lakes, Minnesota that Change Order No. 1 is approved in the amount of \$29,800.00.

**BE IT FURTHER RESOLVED**

Adopted by the Council of the City of Lino Lakes this 10<sup>th</sup> day of July, 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:

\_\_\_\_\_  
Jolleen Chaika, City Clerk

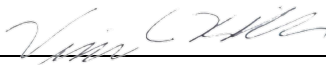
<b>WSB Project No. 021412-000</b>	<b>Owner Project No.</b>	<b>Change Order No. 1</b>
Project Title/Description: Pheasant Run Reconstruction Project		
Owner: City of Lino Lakes		
Owner Address: 600 Town Center Parkway Lino Lakes, MN 55014-1182		
Contractor: A-1 Excavating, Inc.		
Contractor Address: PO Box 90 Bloomer, WI 54724		
<b>Total Change Order Amount: \$29,800.00</b>		

Description: Lump Sum for Vibration Monitoring to include - time for 13 surveys of residential properties along Pheasant Run. The surveys will be documented with video, still camera and notes. Upon completion a report from the documentation will be provided. Utilization of a Vibration Control Plan where an assessment is made of the adjacent buildings conditions, evaluation of the soils condition, equipment use and potential for vibration. Within the control plan there would also be thresholds and a plan for mitigation of risk if thresholds are exceeded. Two monitors would be used for a period of 3 months to record the data from vibrations and remotely alerts via e-mail or texts. Time is also included for maintenance/ battery swaps of the unit and potential moves along the construction site as the project progress. A final report summarizing the findings will be provided upon completion. This is also inclusive of any appurtenances utilized.

**Estimate Of Cost:** (Include any increases or decreases in contract items, any negotiated or force account items.)

Group/Funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Local	2011.601	VIBRATION MONITORING	LS	\$27,000.00	1	\$27,000.00
Local	2021.501	MOBILIZATION	LS	\$2,800.00	1	\$2,800.00
<b>Net Change This Change Order</b>						<b>\$29,800.00</b>

<b>Due to this change, the contract time:</b> (check one)	
<input type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change: 0	Number of Calendar Days Affected by this Contract Change: 0

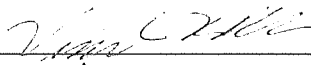
Approved By Project Engineer: \_\_\_\_\_  Date: July 5, 2023

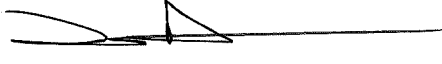
Approved By Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By Owner: \_\_\_\_\_ Date: \_\_\_\_\_

<b>WSB Project No. 021412-000</b>		<b>Owner Project No.</b>		<b>Change Order No. 1</b>		
Project Title/Description: Pheasant Run Reconstruction Project						
Owner: City of Lino Lakes						
Owner Address: 600 Town Center Parkway Lino Lakes, MN 55014-1182						
Contractor: A-1 Excavating, Inc.						
Contractor Address: PO Box 90 Bloomer, WI 54724						
<b>Total Change Order Amount: \$29,800.00</b>						
Description: Lump Sum for Vibration Monitoring to include - time for 13 surveys of residential properties along Pheasant Run. The surveys will be documented with video, still camera and notes. Upon completion a report from the documentation will be provided. Utilization of a Vibration Control Plan where an assessment is made of the adjacent buildings conditions, evaluation of the soils condition, equipment use and potential for vibration. Within the control plan there would also be thresholds and a plan for mitigation of risk if thresholds are exceeded. Two monitors would be used for a period of 3 months to record the data from vibrations and remotely alerts via e-mail or texts. Time is also included for maintenance/ battery swaps of the unit and potential moves along the construction site as the project progress. A final report summarizing the findings will be provided upon completion. This is also inclusive of any appurtenances utilized.						
<b>Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)</b>						
Group/Funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Local	2011.601	VIBRATION MONITORING	LS	\$27,000.00	1	\$27,000.00
Local	2021.501	MOBILIZATION	LS	\$2,800.00	1	\$2,800.00
<b>Net Change This Change Order</b>						<b>\$29,800.00</b>

<b>Due to this change, the contract time: (check one)</b>	
<input type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change: 0	Number of Calendar Days Affected by this Contract Change: 0

Approved By Project Engineer:  Date: July 5, 2023

Approved By Contractor:  Date: 7/5/23

Approved By Owner: \_\_\_\_\_ Date: \_\_\_\_\_