



**CITY COUNCIL AGENDA**

**• MEETING •  
AMENDED**

**Monday, April 08, 2024  
6:30 p.m.**

*(Scheduled to be broadcast on Channel 16)*

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

**COUNCIL WORK SESSION, 6:00 P.M.**

**Community Room (not televised)**

- 1. Review Regular Agenda

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

- Call to Order and Roll Call
- Pledge of Allegiance
- Public Comment *(sign-in prior to start of meeting per Rules of Decorum)*
- Setting the Agenda: Addition or deletion of agenda items

**SPECIAL PRESENTATION**

*Oath of Fire Service – Firefighter Nick Fillipi  
Oath of Police Service – Police Officer Beck Petrie*

**1. CONSENT AGENDA**

- A. Consider Approval of Expenditures for April 8, 2024 (Check No. 120483 through 120552) in the Amount of \$266,972.48
- B. Consider Approval of March 25, 2024 Work Session Minutes
- C. Consider Approval of March 25, 2024 Council Meeting Minutes
- D. Consider Approval of April 1, 2024 Council Work Session Minutes
- E. Consider Resolution No. 24-31, Authorizing the Appointment of Hannah Lynch as Interim City Clerk
- F. Consider Resolution 24-32, Approving a Solicitor Permit for Edward Jones
- G. Consider Approval of the Hiring of Part-Time Staff for the Rookery Activity Center
- H. Consider Resolution 24-33, Approving a Special Event Permit for Rice Lake Elementary PTO

**2. FINANCE DEPARTMENT REPORT**

- A. Consider Resolution No. 24-28, Approving BS&A Software, Hannah Lynch

**3. ADMINISTRATION DEPARTMENT REPORT**

- A. Consider Appointment of Activity Center Coordinator, Meg Sawyer

**4. PUBLIC SAFETY DEPARTMENT REPORT**

- A. Approval of Resolution 24-26, Authorizing Grant Agreement for the 2024 Intensive Comprehensive Peace Officer Education and Training Grant, John Swenson
- B. Approval of Resolution 24-27, Authorizing Grant Agreement for the 2024 Pathways to Policing Reimbursement Grant, John Swenson

**5. PUBLIC SERVICES DEPARTMENT REPORT**

No report.

**6. COMMUNITY DEVELOPMENT REPORT**

- A. Watermark 7<sup>th</sup> Addition, Katie Larsen
  - i. Consider Resolution No. 24-23, Approving PUD Final Plan/Final Plat
  - ii. Consider Resolution No. 24-24, Approving Development Agreement and Planned Unit Development Agreement
  - iii. Consider Resolution No. 24-25, Approving Open Space Easement Agreement
- B. Consider Resolution No. 24-29, Approving Amendment to the CSAH 49/CRJ Reconstruction Project Joint Powers Agreement with Anoka County, Michael Grochala
- C. Consider Resolution No. 24-30, Approving Right-of-Way Acquisition for the 77th Street/Market Place Drive Improvement Project, 698 77th Street, Michael Grochala

**7. UNFINISHED BUSINESS**

None

**8. NEW BUSINESS**

None

**Adjournment**

<p><b><i>Community Calendar – A Look Ahead</i></b>          April 9, 2024 through April 22, 2024</p> <ul style="list-style-type: none"> <li>• Wednesday, April 10: Planning and Zoning Board Meeting</li> <li>• Monday, April 22: City Council Work Session &amp; Meeting</li> </ul>
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# **Expenditures**

April 8, 2024

Check #120483 to #120552

\$266,972.48

# Accounts Payable

## Check Detail

User: jessica.eller  
 Printed: 04/02/2024 - 1:46PM



Check Number	Check Date		Amount
<b>989 - ACE Supply Company, Inc. Line Item Account</b>			
120485	04/08/2024		
Inv	236624		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2024	Vents (2)	202-451-4211-000	625.45
Inv 236624 Total			625.45
120485 Total:			625.45
<b>989 - ACE Supply Company, Inc. Total:</b>			625.45
<b>1979 - All Safe Global Line Item Account</b>			
120486	04/08/2024		
Inv	213894		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	Annual Inspection - Fire Extinguishers	101-432-4410-500	674.94
Inv 213894 Total			674.94
Inv	213895		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	Annual Inspection - Fire Extinguishers	101-421-4410-000	156.23
Inv 213895 Total			156.23
Inv	213896		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	Annual Inspection - Fire Extinguishers	101-432-4410-503	94.27
Inv 213896 Total			94.27
Inv	213897		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	Annual Inspection - Fire Extinguishers	202-451-4410-000	103.67
Inv 213897 Total			103.67
120486 Total:			1,029.11



Check Number    Check Date

**1979 - All Safe Global Total:** 1,029.11

**1595 - Allied Oil & Tire Company Line Item Account**

120487            04/08/2024

Inv    0218121-IN

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/19/2024	55 Gallon Drum of 5W40 Diesel Engine Oil	101-431-4221-000	1,069.23

Inv 0218121-IN Total 1,069.23

120487 Total: 1,069.23

**1595 - Allied Oil & Tire Company Total:** 1,069.23

**2043 - American Red Cross Line Item Account**

120488            04/08/2024

Inv    22674431

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2024	Lifeguard Certifications (3)	202-451-4330-000	114.00

Inv 22674431 Total 114.00

Inv    22675111

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/27/2024	Lifeguard Certification	202-451-4330-000	27.00

Inv 22675111 Total 27.00

120488 Total: 141.00

**2043 - American Red Cross Total:** 141.00

**33 - Anoka County Attorney's Office Line Item Account**

120489            04/08/2024

Inv    17-214444

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2024	Forfeiture Distribution	208-420-4300-000	1,033.81

Inv 17-214444 Total 1,033.81

120489 Total: 1,033.81

**33 - Anoka County Attorney's Office Total:** 1,033.81

**42 - Anoka County Property Records & Taxation Line Item Account**

120490            04/08/2024

Check Number    Check Date

Inv	043122440001		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/28/2024	2024 Solid Waste Mngt Old City Hall - Pin #04-31-22-44-0001	101-432-4384-500	388.84
Inv 043122440001 Total			388.84

Inv	043122440004		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/28/2024	2024 Solid Waste Mngt Old City Hall - Pin #04-31-22-44-0004	101-432-4384-500	155.54
Inv 043122440004 Total			155.54

Inv	083122420028		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/28/2024	2024 Solid Waste Mngt Fire Station #1 - Pin #08-31-22-42-0028	101-432-4384-501	545.16
Inv 083122420028 Total			545.16

Inv	173122130048		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/28/2024	2024 Solid Waste Mngt The Rookery - Pin #17-31-22-13-0048	202-451-4384-000	545.16
Inv 173122130048 Total			545.16

Inv	173122130050		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/28/2024	2024 Solid Waste Mngt New City Hall - Pin #17-31-22-13-0050	101-432-4384-503	545.16
Inv 173122130050 Total			545.16

Inv	263122310004		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/28/2024	2024 Solid Waste Mngt Fire Station #2 - Pin #26-31-22-31-0004	101-432-4384-502	545.16
Inv 263122310004 Total			545.16

Inv	283122410005		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/28/2024	2024 Property Taxes Water Treatment Plant - Pin 28-31-22-41-0005	406-499-5140-147	1,717.76
Inv 283122410005 Total			1,717.76

120490 Total:			4,442.78
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<b>42 - Anoka County Property Records &amp; Taxation Total:</b>			4,442.78
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**44 - Anoka County Treasury Office Line Item Account**

120491                    04/08/2024  
Inv    B240319L

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount
03/19/2024	Site 117 Mar 2024 CAC Fiber	101-432-4300-503	75.00
03/19/2024	Site 115 Mar 2024 CAC Fiber	101-432-4300-500	75.00
03/19/2024	Site 116 Mar 2024 CAC Fiber	101-432-4300-501	75.00
Inv B240319L Total			225.00
Inv S240314F			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/14/2024	JLEC 2024 Shared Costs	101-420-4410-000	22,094.00
Inv S240314F Total			22,094.00
120491 Total:			22,319.00
<b>44 - Anoka County Treasury Office Total:</b>			22,319.00
<b>54 - Aspen Mills, Inc. Line Item Account</b>			
120492	04/08/2024		
Inv 329821			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/15/2024	Uniform Allowance - W. Owens	101-420-4370-000	554.75
Inv 329821 Total			554.75
Inv 330423			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/27/2024	Uniform Allowance - K. Wills	101-420-4370-000	189.95
Inv 330423 Total			189.95
120492 Total:			744.70
<b>54 - Aspen Mills, Inc. Total:</b>			744.70
<b>85 - Bluetarp Financial, Inc. Line Item Account</b>			
120493	04/08/2024		
Inv H67070/G			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/22/2024	Spray Paint	101-450-4211-000	8.49
Inv H67070/G Total			8.49
120493 Total:			8.49
<b>85 - Bluetarp Financial, Inc. Total:</b>			8.49
<b>1790 - Buchmeier, Lindsay Line Item Account 101-461-4331-000</b>			
120494	04/08/2024		

Check Number    Check Date

Inv    Q12024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/29/2024	1st Qtr 2024 Stipend	101-461-4331-000	150.00

Inv Q12024 Total 150.00

120494 Total: 150.00

**1790 - Buchmeier, Lindsay Total:** 150.00

**100 - Bureau of Criminal Apprehension Line Item Account**

120483                    03/21/2024

Inv    3/21/2024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	Background Check - J. Henry	101-421-4410-000	33.25

Inv 3/21/2024 Total 33.25

120483 Total: 33.25

**100 - Bureau of Criminal Apprehension Total:** 33.25

**211 - Camfil USA, Inc Line Item Account**

120495                    04/08/2024

Inv    30454823

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/19/2024	HVAC Filters	202-451-4211-000	496.27

Inv 30454823 Total 496.27

120495 Total: 496.27

**211 - Camfil USA, Inc Total:** 496.27

**1751 - Cavegn, Cassondra Line Item Account 101-461-4331-000**

120496                    04/08/2024

Inv    Q12024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/29/2024	1st Qtr 2024 Stipend	101-461-4331-000	150.00

Inv Q12024 Total 150.00

Inv    Q32023

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2023	Replace Check #119428 3rd Qtr 2023 Stipend	101-461-4331-000	150.00

Inv Q32023 Total 150.00

Check Number    Check Date

120496 Total: 300.00

**1751 - Cavegn, Cassandra Total:** 300.00

**772 - Centennial Tech Club Line Item Account**

120497            04/08/2024

Inv    3/20/2024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2024	PAR Tags (12)	101-421-4370-000	24.00

Inv 3/20/2024 Total 24.00

120497 Total: 24.00

**772 - Centennial Tech Club Total:** 24.00

**117 - Central Pension Fund Line Item Account 101-000-2040-000**

120484            03/29/2024

Inv    March 2024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/29/2024	March 2024 Central Pension Fund	101-000-2040-000	9,792.00

Inv March 2024 Total 9,792.00

120484 Total: 9,792.00

**117 - Central Pension Fund Total:** 9,792.00

**121 - CenturyLink Line Item Account 101-432-4321-503**

120498            04/08/2024

Inv    503783784

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/18/2024	Phone Services	101-432-4321-000	48.12
03/18/2024	SCADA Phone Services	601-494-4321-000	48.12

Inv 503783784 Total 96.24

120498 Total: 96.24

**121 - CenturyLink Total:** 96.24

**761 - Comcast Line Item Account 101-432-4321-502**

120499            04/08/2024

Inv    0131882

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date			10 Amount
03/24/2024	Phone & Internet Services		101-432-4321-502	379.21
Inv 0131882 Total				379.21
120499 Total:				379.21
<b>761 - Comcast Total:</b>				379.21
<b>146 - Como Lube &amp; Supplies, Inc. Line Item Account</b>				
120500	04/08/2024			
Inv	702529			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
03/19/2024	Used Oil Filter Recycling		101-431-4300-000	60.00
Inv 702529 Total				60.00
120500 Total:				60.00
<b>146 - Como Lube &amp; Supplies, Inc. Total:</b>				60.00
<b>1278 - Core &amp; Main LP Line Item Account</b>				
120501	04/08/2024			
Inv	U543423			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
03/18/2024	Touchpad (100)		601-494-4215-000	1,017.18
Inv U543423 Total				1,017.18
120501 Total:				1,017.18
<b>1278 - Core &amp; Main LP Total:</b>				1,017.18
<b>167 - Dalco, Inc. Line Item Account</b>				
120502	04/08/2024			
Inv	4210021			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
03/18/2024	Facial Tissue, Urinal Screen, Toilet Tissue, Hair & Body Wash		202-451-4211-000	306.67
Inv 4210021 Total				306.67
Inv	4211910			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
03/21/2024	Disinfectant & Hand Wash		101-432-4211-000	415.39
Inv 4211910 Total				415.39

**Check Number    Check Date**

Inv 4211915

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	Hand Wash	101-432-4211-000	210.69

Inv 4211915 Total 210.69

Inv 4212842

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/25/2024	Automatic Soap Dispenser	101-432-4211-000	56.00

Inv 4212842 Total 56.00

Inv 4212848

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/25/2024	Pad, Disinfectant, Paper Towel, Toilet Tissue, Hair & Body Wash	202-451-4211-000	231.45

Inv 4212848 Total 231.45

120502 Total: 1,220.20

**167 - Dalco, Inc. Total:** 1,220.20

**1637 - Ehlers and Associates Line Item Account**

120503            04/08/2024

Inv 96962

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/11/2024	Sports Dome Review & Analysis	101-415-4300-000	2,570.00

Inv 96962 Total 2,570.00

Inv 96963

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/11/2024	Sports Dome Review & Analysis	101-415-4300-000	310.00

Inv 96963 Total 310.00

120503 Total: 2,880.00

**1637 - Ehlers and Associates Total:** 2,880.00

**1537 - Electro Watchman, Inc. Line Item Account**

120504            04/08/2024

Inv 421558

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2024	Replaced Relay in Exterior Door	101-432-4300-503	375.33

Inv 421558 Total 375.33

Check Number	Check Date		12	Amount
120504 Total:				375.33
<b>1537 - Electro Watchman, Inc. Total:</b>				375.33
<b>1033 - Embedded Systems, Inc. Line Item Account</b>				
120505	04/08/2024			
Inv	344651			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
03/18/2024	Tornado Siren Troubleshooting & Repair		101-420-4410-000	1,035.00
Inv 344651 Total				1,035.00
120505 Total:				1,035.00
<b>1033 - Embedded Systems, Inc. Total:</b>				1,035.00
<b>192 - Emergency Apparatus Maintenance Line Item Account</b>				
120506	04/08/2024			
Inv	130519			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
03/11/2024	Replaced Oil Pan #620		101-431-4410-000	5,584.34
Inv 130519 Total				5,584.34
Inv	131009			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
03/11/2024	Emergency Vehicle Inspection, Service Pump & Foam System #620		101-431-4410-000	1,801.24
Inv 131009 Total				1,801.24
120506 Total:				7,385.58
<b>192 - Emergency Apparatus Maintenance Total:</b>				7,385.58
<b>1826 - Endurance Fitness of MN, LLC Line Item Account</b>				
120507	04/08/2024			
Inv	April 2024			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
04/01/2024	April 2024 EF Monthly Fee		202-451-4411-000	11,665.00
Inv April 2024 Total				11,665.00
120507 Total:				11,665.00
<b>1826 - Endurance Fitness of MN, LLC Total:</b>				11,665.00



Check Number    Check Date

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

120508            04/08/2024

Inv    159-106689

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/18/2024	Spark Plug for Honda Engine on Brine Applicator Attachment	101-431-4221-000	3.31

Inv 159-106689 Total 3.31

Inv    159-106967

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2024	Stock Transmission Filter	101-431-4221-000	14.29

Inv 159-106967 Total 14.29

Inv    159-106968

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2024	Stock Oil Filters (7)	101-431-4221-000	24.64

Inv 159-106968 Total 24.64

Inv    159-106988

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2024	Transmission Filter #268	101-431-4221-000	53.30

Inv 159-106988 Total 53.30

Inv    1-9539648

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2024	Stock Transmission Filter	101-431-4221-000	14.29

Inv 1-9539648 Total 14.29

120508 Total: 109.83

**204 - Factory Motor Parts Company Total:** 109.83

**209 - Fastenal Company Line Item Account**

120509            04/08/2024

Inv    MNSPR193867

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/11/2024	Lock Nuts (100) & Screws (100)	101-430-4211-000	29.62

Inv MNSPR193867 Total 29.62

Inv    MNSPR193879

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/11/2024	Stock Bolts	101-431-4221-000	32.67

Inv MNSPR193879 Total 32.67

Check Number	Check Date		14	Amount
120509 Total:				62.29
<b>209 - Fastenal Company Total:</b>				62.29
<b>1458 - Fidelity Security Life Insurance Co. Line Item Account 101-000-2048-000</b>				
120510	04/08/2024			
Inv	166239367			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
03/22/2024	April Vision Insurance		101-000-2048-000	173.44
Inv 166239367 Total				173.44
120510 Total:				173.44
<b>1458 - Fidelity Security Life Insurance Co. Total:</b>				173.44
<b>2120 - Hoffman Refrigeration &amp; Heating LTD Line Item Account</b>				
120511	04/08/2024			
Inv	2023-01687			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
04/01/2024	Permit Voided		101-000-3254-000	55.20
Inv 2023-01687 Total				55.20
120511 Total:				55.20
<b>2120 - Hoffman Refrigeration &amp; Heating LTD Total:</b>				55.20
<b>1189 - Holmes, Shawn C. Line Item Account 101-461-4331-000</b>				
120512	04/08/2024			
Inv	Q12024			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
03/29/2024	1st Qtr 2024 Stipend		101-461-4331-000	150.00
Inv Q12024 Total				150.00
120512 Total:				150.00
<b>1189 - Holmes, Shawn C. Total:</b>				150.00
<b>2104 - Hosch Appraisal &amp; Consulting, Inc. Line Item Account</b>				
120513	04/08/2024			
Inv	HAC24002-00-02			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
03/18/2024	Special Assessment Consulting & Appraisal Services		488-499-4300-000	13,750.00

Check Number	Check Date	15 Amount
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Inv HAC24002-00-02 Total 13,750.00

120513 Total: 13,750.00

**2104 - Hosch Appraisal & Consulting, Inc. Total:** 13,750.00

**1825 - Hotsy Minnesota Line Item Account**

120514 04/08/2024

Inv 20495

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	Pressure Washer Hose	101-431-4221-000	286.13

Inv 20495 Total 286.13

120514 Total: 286.13

**1825 - Hotsy Minnesota Total:** 286.13

**1177 - Innovative Office Solutions LLC Line Item Account**

120515 04/08/2024

Inv SUM-078022

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/31/2024	Envelopes, Staples, Folders, Pens, Correction Tape & Paper	101-432-4200-000	150.55

Inv SUM-078022 Total 150.55

120515 Total: 150.55

**1177 - Innovative Office Solutions LLC Total:** 150.55

**313 - Interstate Power Systems, Inc. Line Item Account**

120516 04/08/2024

Inv R001207364:01

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/19/2024	Semi-Annual Inspection - 2028 Cypress St	602-495-4300-000	395.00

Inv R001207364:01 Total 395.00

Inv R001207420:01

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/22/2024	Semi-Annual Inspection - 2200 E Cedar St	602-495-4300-000	395.00

Inv R001207420:01 Total 395.00

120516 Total: 790.00

Check Number    Check Date

**313 - Interstate Power Systems, Inc. Total:** 790.00

**2042 - J. Becher & Associates, Inc. Line Item Account**

120517            04/08/2024

Inv    2413104-F

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/29/2024	Troubleshoot Civil Sirens	101-420-4410-000	884.00

Inv 2413104-F Total 884.00

Inv    2413108-F

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/22/2024	Troubleshoot Pole Light	101-432-4300-503	277.23

Inv 2413108-F Total 277.23

Inv    2413551-F

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/27/2024	Troubleshoot Power to Sauna	202-451-4300-000	136.00

Inv 2413551-F Total 136.00

120517 Total: 1,297.23

**2042 - J. Becher & Associates, Inc. Total:** 1,297.23

**1224 - Lano Equipment Line Item Account**

120518            04/08/2024

Inv    02-1064019

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/27/2024	Female Hydraulic Coupler #414	101-431-4221-000	108.52

Inv 02-1064019 Total 108.52

Inv    02-1064332

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/28/2024	Male Hydraulic Coupler #414	101-431-4221-000	49.92

Inv 02-1064332 Total 49.92

120518 Total: 158.44

**1224 - Lano Equipment Total:** 158.44

**394 - Macqueen Equipment, Inc. Line Item Account**

120519            04/08/2024

Inv    P27613

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number    Check Date

03/26/2024	Leather Front Fire Helmet	101-421-4370-000	71.00
Inv P27613 Total			71.00
Inv P27798			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/29/2024	Calibrated Gas Monitor	101-421-4240-000	145.00
Inv P27798 Total			145.00
Inv P56528			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2024	Hydraulic Filter #252	101-431-4221-000	351.95
Inv P56528 Total			351.95
Inv W13777			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/18/2024	Replace Conveyor Belt, Lower & Upper Roller #252	101-431-4300-000	10,986.42
Inv W13777 Total			10,986.42
120519 Total:			11,554.37
<b>394 - Macqueen Equipment, Inc. Total:</b>			11,554.37
<b>399 - Mansfield Oil Company Line Item Account 101-431-4212-000</b>			
120520	04/08/2024		
Inv 25182691			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/19/2024	Gasoline - 1,304 Gallons	101-431-4212-000	3,679.98
Inv 25182691 Total			3,679.98
Inv 25182692			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/19/2024	Diesel - 700 Gallons	101-431-4212-000	2,306.13
Inv 25182692 Total			2,306.13
120520 Total:			5,986.11
<b>399 - Mansfield Oil Company Total:</b>			5,986.11
<b>2016 - Medicine Lake Tours Line Item Account</b>			
120521	04/08/2024		
Inv 3/8/2024			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/08/2024	Adult Day Trips Irish Influence in St. Paul Tour	202-451-4412-000	85.00

Check Number    Check Date

Inv 3/8/2024 Total 85.00

120521 Total: 85.00

**2016 - Medicine Lake Tours Total:** 85.00

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

120522            04/08/2024

Inv    29678

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/19/2024	LED Light Bulbs	101-432-4211-501	11.99

Inv 29678 Total 11.99

Inv    29687

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/19/2024	Plastic Mixer Cap	101-432-4211-501	29.70

Inv 29687 Total 29.70

Inv    30267

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/28/2024	Mailbox for Plow Damage Repair	101-430-4211-000	38.99

Inv 30267 Total 38.99

120522 Total: 80.68

**418 - Menards - Forest Lake Total:** 80.68

**423 - Met Council Environmental Services Line Item Account 602-495-4405-000**

120523            04/08/2024

Inv    0001170570

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2024	May Waste Water Services	602-495-4405-000	107,598.21

Inv 0001170570 Total 107,598.21

120523 Total: 107,598.21

**423 - Met Council Environmental Services Total:** 107,598.21

**421 - Metro Sales Incorporated Line Item Account**

120524            04/08/2024

Inv    INV2486502

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number    Check Date

03/14/2024	Copier Maintenance Contract Ricoh/IM CW2200 Wide Format	101-432-4410-000	40.55
Inv INV2486502 Total			40.55
Inv    INV2488268			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/18/2024	Copier Maintenance Contract Ricoh/IM C3500 Color Copier	202-451-4410-000	400.12
Inv INV2488268 Total			400.12
Inv    INV2497883			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2024	Copier Maintenance Contract Ricoh/IM C2500 Color Copier	101-432-4410-503	173.67
Inv INV2497883 Total			173.67
Inv    INV2497884			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2024	Copier Maintenance Contract Ricoh/IM C6000 Color Copier	101-432-4410-503	407.12
Inv INV2497884 Total			407.12
Inv    INV2498466			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/02/2024	Paper Rolls	101-432-4200-000	134.50
Inv INV2498466 Total			134.50
120524 Total:			1,155.96
<b>421 - Metro Sales Incorporated Total:</b>			1,155.96
<b>2118 - Minneapolis Glass Company Line Item Account</b>			
120525	04/08/2024		
Inv    17592			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/22/2024	Glass Window Replacement & Installation	101-432-4300-502	1,419.00
Inv 17592 Total			1,419.00
120525 Total:			1,419.00
<b>2118 - Minneapolis Glass Company Total:</b>			1,419.00
<b>451 - MN Department of Labor &amp; Industry Line Item Account 101-432-4452-000</b>			
120526	04/08/2024		
Inv    ALR0161198X			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/15/2024	Elevator Annual Operating Permit	202-451-4452-000	100.00

Check Number    Check Date

Inv ALR0161198X Total 100.00

120526 Total: 100.00

**451 - MN Department of Labor & Industry Total:** 100.00

**2117 - MN Dept of Natural Resources Line Item Account**

120527            04/08/2024

Inv    3502597

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2024	Prescribed Fire Clothing	101-463-4211-000	620.95

Inv 3502597 Total 620.95

120527 Total: 620.95

**2117 - MN Dept of Natural Resources Total:** 620.95

**477 - NAC Mechanical & Electrical Line Item Account**

120528            04/08/2024

Inv    223609

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/24/2024	Toilet Flush Valve for PD	101-432-4211-503	320.06

Inv 223609 Total 320.06

120528 Total: 320.06

**477 - NAC Mechanical & Electrical Total:** 320.06

**1985 - Nelson, Julia Line Item Account 101-461-4331-000**

120529            04/08/2024

Inv    Q12024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/29/2024	1st Qtr 2024 Stipend	101-461-4331-000	150.00

Inv Q12024 Total 150.00

120529 Total: 150.00

**1985 - Nelson, Julia Total:** 150.00

**UB\*00137 - NORDSTROM, RANDY Line Item Account**

120530            04/08/2024



Check Number    Check Date

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/22/2024	Refund Check 018677-000, 220 PLUM LN	602-000-2020-000	1,067.46
03/22/2024	Refund Check 018677-000, 220 PLUM LN	602-000-2020-000	71.30

Inv Total 1,138.76

120530 Total: 1,138.76

**UB\*00137 - NORDSTROM, RANDY Total:** 1,138.76

**1057 - Northland Recreation, LLC Line Item Account**

120531            04/08/2024

Inv    3126

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/27/2024	Installation of Gravel Base in Play Container	405-499-5000-143	16,100.00

Inv 3126 Total 16,100.00

120531 Total: 16,100.00

**1057 - Northland Recreation, LLC Total:** 16,100.00

**509 - O'Reilly Automotive Stores Line Item Account**

120532            04/08/2024

Inv    3472-322556

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2024	Outer Tie Rod End #268	101-431-4221-000	69.96

Inv 3472-322556 Total 69.96

120532 Total: 69.96

**509 - O'Reilly Automotive Stores Total:** 69.96

**1803 - Parsons, Jonathan Line Item Account 101-461-4331-000**

120533            04/08/2024

Inv    Q12024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/29/2024	1st Qtr 2024 Stipend	101-461-4331-000	150.00

Inv Q12024 Total 150.00

120533 Total: 150.00

**1803 - Parsons, Jonathan Total:** 150.00

Check Number    Check Date

**758 - Pioneer Manufacturing Company Inc. Line Item Account**

120534            04/08/2024

Inv    INV920514

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/27/2024	Safety Base Set (2)	101-450-4211-000	606.41

Inv INV920514 Total 606.41

120534 Total: 606.41

**758 - Pioneer Manufacturing Company Inc. Total:**

606.41

**2087 - PreCise MRM LLC Line Item Account**

120535            04/08/2024

Inv    IN200-1047891

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/25/2024	Precise GPS Analytic Hardware	101-431-4321-000	160.00

Inv IN200-1047891 Total 160.00

120535 Total: 160.00

**2087 - PreCise MRM LLC Total:**

160.00

**552 - Press Publications, Inc. Line Item Account**

120536            04/08/2024

Inv    801929

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/28/2024	PHN Zoning Ordinance Text Amendment	101-416-4340-000	47.36

Inv 801929 Total 47.36

120536 Total: 47.36

**552 - Press Publications, Inc. Total:**

47.36

**1949 - Rowe, Mike Line Item Account**

120537            04/08/2024

Inv    3/12/2024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/12/2024	Mileage Reimbursement	202-451-4330-000	63.49

Inv 3/12/2024 Total 63.49

120537 Total: 63.49

Check Number    Check Date

**1949 - Rowe, Mike Total:** 63.49

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

120538            04/08/2024  
Inv    R003131566

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2024	Solvent	101-431-4211-000	50.42

Inv R003131566 Total 50.42

120538 Total: 50.42

**588 - Safety-Kleen Systems, Inc. Total:** 50.42

**750 - Schwartz, Alexander P. Line Item Account 101-461-4331-000**

120539            04/08/2024  
Inv    Q12024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/29/2024	1st Qtr 2024 Stipend	101-461-4331-000	75.00

Inv Q12024 Total 75.00

120539 Total: 75.00

**750 - Schwartz, Alexander P. Total:** 75.00

**1578 - Springbrook Holding Company, LLC Line Item Account**

120540            04/08/2024  
Inv    INV-016492

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/31/2024	March Civic Pay Credit Card Fees	602-495-4345-000	540.50
03/31/2024	March Civic Pay Credit Card Fees	601-494-4345-000	540.50
03/31/2024	March Civic Pay Credit Card Fees	101-407-4345-000	5.00

Inv INV-016492 Total 1,086.00

120540 Total: 1,086.00

**1578 - Springbrook Holding Company, LLC Total:** 1,086.00

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

120541            04/08/2024  
Inv    April 2024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/18/2024	Disability Insurance Premiums	101-463-4133-000	4.77
03/18/2024	Life Insurance Premiums	101-430-4133-000	6.56
03/18/2024	Disability Insurance Premiums	101-407-4133-000	47.30

Check Number	Check Date		Amount
03/18/2024	Disability Insurance Premiums	101-421-4133-000	47.90
03/18/2024	Disability Insurance Premiums	603-496-4133-000	28.96
03/18/2024	Life Insurance Premiums	101-416-4133-000	1.25
03/18/2024	Life Insurance Premiums	601-494-4133-000	4.46
03/18/2024	Disability Insurance Premiums	101-462-4133-000	3.81
03/18/2024	Disability Insurance Premiums	101-450-4133-000	91.10
03/18/2024	Disability Insurance Premiums	602-495-4133-000	51.87
03/18/2024	Life Insurance Premiums	602-495-4133-000	4.41
03/18/2024	Life Insurance Premiums	101-431-4133-000	3.19
03/18/2024	Disability Insurance Premiums	601-494-4133-000	51.90
03/18/2024	Life Insurance Premiums	603-496-4133-000	2.26
03/18/2024	Disability Insurance Premiums	101-420-4133-000	560.60
03/18/2024	Disability Insurance Premiums	101-418-4133-000	27.06
03/18/2024	Life Insurance Premiums	101-000-3730-000	0.06
03/18/2024	Disability Insurance Premiums	101-416-4133-000	20.83
03/18/2024	Disability Insurance Premiums	101-431-4133-000	42.92
03/18/2024	Life Insurance Premiums	101-000-2040-000	1,263.70
03/18/2024	Life Insurance Premiums	101-462-4133-000	0.25
03/18/2024	Life Insurance Premiums	101-420-4133-000	37.12
03/18/2024	Life Insurance Premiums	101-463-4133-000	0.31
03/18/2024	Disability Insurance Premiums	101-402-4133-000	77.04
03/18/2024	Life Insurance Premiums	101-432-4133-000	0.19
03/18/2024	Life Insurance Premiums	101-421-4133-000	2.88
03/18/2024	Life Insurance Premiums	202-451-4133-000	5.44
03/18/2024	Life Insurance Premiums	101-422-4133-000	3.13
03/18/2024	Disability Insurance Premiums	101-461-4133-000	5.71
03/18/2024	Disability Insurance Premiums	101-432-4133-000	3.12
03/18/2024	Life Insurance Premiums	101-461-4133-000	0.38
03/18/2024	Life Insurance Premiums	101-402-4133-000	5.00
03/18/2024	Disability Insurance Premiums	101-430-4133-000	82.56
03/18/2024	Disability Insurance Premiums	202-451-4133-000	75.37
03/18/2024	Life Insurance Premiums	101-418-4133-000	2.11
03/18/2024	Disability Insurance Premiums	101-422-4133-000	44.38
03/18/2024	Life Insurance Premiums	101-450-4133-000	7.00
03/18/2024	Life Insurance Premiums	101-407-4133-000	3.25

Inv April 2024 Total 2,620.15

120541 Total: 2,620.15

**1840 - Standard Insurance Company Total:** 2,620.15

**2119 - Staples Inc. Line Item Account**

120542 04/08/2024

Inv 7000144164

Line Item Date	Line Item Description	Line Item Account	Amount
02/25/2024	Paper & Pop-Up Notes	101-421-4200-000	49.39
02/25/2024	Envelopes, Pens, Paper, Memo Pads, Correction Tape & Paper Clips	101-420-4200-000	130.04

Inv 7000144164 Total 179.43

120542 Total: 179.43

Check Number    Check Date

**2119 - Staples Inc. Total:**

179.43

**635 - Star Tribune Line Item Account**

120543            04/08/2024

Inv    2126032

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/17/2024	Newspaper Subscription (4/2/24 - 4/1/25)	101-432-4410-500	254.70

Inv 2126032 Total 254.70

Inv    3426484

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/17/2024	Newspaper Subscription (4/4/24 - 4/3/25)	101-432-4410-503	317.10

Inv 3426484 Total 317.10

120543 Total: 571.80

**635 - Star Tribune Total:**

571.80

**638 - State of MN - Department of Finance Line Item Account**

120544            04/08/2024

Inv    16-005209-2

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2024	Forfeiture Distribution (Jewelry)	207-420-4300-000	0.04

Inv 16-005209-2 Total 0.04

Inv    19-252696-2

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2024	Forfeiture Distribution (Cash & Jewelry)	207-420-4300-000	315.03

Inv 19-252696-2 Total 315.03

Inv    21-054736-2

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2024	Forfeiture Distribution	207-420-4300-000	379.73

Inv 21-054736-2 Total 379.73

Inv    21-223587-2

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/01/2024	Forfeiture Distribution	208-420-4300-000	387.73

Inv 21-223587-2 Total 387.73

120544 Total: 1,082.53

Check Number    Check Date

**638 - State of MN - Department of Finance Total:** 1,082.53

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

120545            04/08/2024  
Inv    I1689842

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/22/2024	Uniform Allowance - M. Carlson	101-420-4370-000	71.98

Inv I1689842 Total 71.98

120545 Total: 71.98

**645 - Streicher's, Inc. Total:** 71.98

**751 - Sullivan, John E. Line Item Account 101-461-4331-000**

120546            04/08/2024  
Inv    Q12024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/29/2024	1st Qtr 2024 Stipend	101-461-4331-000	200.00

Inv Q12024 Total 200.00

120546 Total: 200.00

**751 - Sullivan, John E. Total:** 200.00

**1761 - T-Mobile USA Inc Line Item Account**

120547            04/08/2024  
Inv    March 2024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	Cell Phone/Wi-Fi Service	101-430-4321-000	115.25
03/21/2024	Cell Phone/Wi-Fi Service	602-495-4321-000	119.56
03/21/2024	Cell Phone/Wi-Fi Service	202-451-4321-000	25.59
03/21/2024	Cell Phone/Wi-Fi Service	101-422-4321-000	166.02
03/21/2024	Cell Phone/Wi-Fi Service	101-450-4321-000	45.56
03/21/2024	Cell Phone/Wi-Fi Service	601-494-4321-000	119.55
03/21/2024	Cell Phone/Wi-Fi Service	101-461-4321-000	55.34

Inv March 2024 Total 646.87

120547 Total: 646.87

**1761 - T-Mobile USA Inc Total:** 646.87

**1669 - U.S. CAD Holdings LLC Line Item Account**

120548            04/08/2024

Check Number    Check Date

Inv    INV62587

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/26/2024	Bluebeam Core Annual Subscription	601-494-4300-000	150.00
03/26/2024	Bluebeam Core Annual Subscription	602-495-4300-000	150.00

Inv INV62587 Total 300.00

120548 Total: 300.00

**1669 - U.S. CAD Holdings LLC Total:** 300.00

**729 - Winnick Supply, Inc. Line Item Account**

120549                    04/08/2024

Inv    040124

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/20/2024	Stock Steel Tubing	101-431-4221-000	390.08

Inv 040124 Total 390.08

120549 Total: 390.08

**729 - Winnick Supply, Inc. Total:** 390.08

**734 - Xcel Energy Line Item Account**

120550                    04/08/2024

Inv    February 2024-1

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/15/2024	Electric	101-430-4385-000	-105.27

Inv February 2024-1 Total -105.27

Inv    February 2024-2

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/20/2024	Electric	202-451-4381-000	875.11
02/20/2024	Electric	101-432-4381-501	77.85
02/20/2024	Electric	101-432-4381-503	-1,196.91
02/20/2024	Electric	101-432-4381-000	-6.02
02/20/2024	Electric	601-494-4381-000	-747.17
02/20/2024	Electric	101-430-4385-000	10.54
02/20/2024	Electric	602-495-4381-000	247.82
02/20/2024	Electric	101-432-4381-502	316.88
02/20/2024	Electric	101-450-4381-000	-12.51
02/20/2024	Electric	101-420-4381-000	3.88

Inv February 2024-2 Total -430.53

Inv    March 2024-1

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/15/2024	Electric	101-430-4385-000	5,101.60

Check Number    Check Date

Inv March 2024-1 Total 5,101.60

Inv    March 2024-2

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/19/2024	Electric	101-450-4381-000	111.51
03/19/2024	Electric	101-432-4381-502	1,247.68
03/19/2024	Electric	101-430-4385-000	728.01
03/19/2024	Electric	202-451-4381-000	6,586.96
03/19/2024	Electric	101-432-4381-000	0.00
03/19/2024	Electric	101-432-4381-501	618.35
03/19/2024	Electric	101-432-4381-503	4,121.87
03/19/2024	Electric	602-495-4381-000	2,095.24
03/19/2024	Electric	601-494-4381-000	5,511.15
03/19/2024	Electric	101-420-4381-000	4.26

Inv March 2024-2 Total 21,025.03

120550 Total: 25,590.83

**734 - Xcel Energy Total:** 25,590.83

**741 - Zarnoth Brush Works, Inc. Line Item Account**

120551            04/08/2024

Inv    0197522-IN

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/22/2024	Street Sweeper Main Broom #252	101-431-4221-000	636.00

Inv 0197522-IN Total 636.00

120551 Total: 636.00

**741 - Zarnoth Brush Works, Inc. Total:** 636.00

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

120552            04/08/2024

Inv    IN001409910

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	Teeth for Backhoe Bucket #251	101-431-4221-000	368.40

Inv IN001409910 Total 368.40

Inv    IN001410268

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/21/2024	Hydraulic Hose #251	101-431-4221-000	153.45

Inv IN001410268 Total 153.45

Inv    IN001411962

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/22/2024	Hydraulic Fluid #251	101-431-4221-000	237.28



Check Number	Check Date	29 Amount
Inv IN001411962	Total	237.28
120552	Total:	759.13
<b>743 - Ziegler, Inc.</b>	<b>Total:</b>	759.13
Total:		266,972.48



Electronic Funds Transfer  
MN Statute 471.38 Subd. 3

### Council Meeting April 8, 2024

Transfer In/(Out)

3/25/2024 Transfer from FRB Money Market	800,000.00
3/19/2024 Payroll #06 ACH Return J Logid	236.25
3/26/2024 Payroll #06 ACH Resent J Logid	(236.25)
3/29/2024 Payroll #07	(202,198.56)
3/29/2024 Payroll #07 Federal Deposit	(56,106.71)
3/29/2024 Payroll #07 PERA	(58,208.39)
3/29/2024 Payroll #07 State	(12,959.99)
3/29/2024 Payroll #07 Child Support	(321.48)
3/29/2024 Payroll #07 H.S.A. Bank Pretax	(3,546.20)
3/29/2024 Payroll #07 TASC Pretax	(867.27)
3/29/2024 Payroll #07 Mission Sq 457 Def. Comp #301596	(2,645.00)
3/29/2024 Payroll #07 Mission Sq Roth IRA #706155	(939.23)
3/29/2024 Payroll #07 MSRS HCSP #98946-01	(5,080.83)
3/29/2024 Payroll #07 MSRS Def. Comp #98945-01	(3,035.00)
3/29/2024 Payroll #07 MSRS Roth IRA #98945-01	(779.00)
4/5/2024 Council Payroll #04	(3,706.98)
4/5/2024 Council Payroll #04 Federal Deposit	(209.14)
4/5/2024 Council Payroll #04 PERA	(410.72)
4/5/2024 Council Payroll #04 State	(45.27)

**LINO LAKES CITY COUNCIL  
WORK SESSION  
MINUTES**

**DATE:** March 25, 2024  
**TIME STARTED:** 6:00 PM  
**TIME ENDED:** 6:25 PM  
**MEMBERS PRESENT:** Councilmembers Stoesz, Lyden, Ruhland, Cavegn, Mayor Rafferty

Staff Members Present: Deputy Director of Public Safety/Police Kyle Leibel; Community Development Director Michael Grochala; City Engineer Diane Hankee; City Clerk Jolleen Chaika.

**1. Review/Discuss 2014 Fire Department Analysis**

Mayor Rafferty referenced the booklet containing a 2014 staff report and fire analysis he provided to Council at the March 11, 2024 Council Meeting. He advised he views the analysis as a living document and something that can be built on rather than starting from scratch (to evaluate the status of fire service in Lino Lakes).

Councilmember Cavegn stated that he believes the 2014 analysis to be biased as it focuses on creating a standalone department. He thinks that there are items from the report that can be used in a new analysis. Councilmember Lyden spoke of the importance of collaboration moving forward. Councilmember Ruhland added that he sees the value in the public safety model but that there is not support for it. He was in favor of either updating the current analysis or obtaining a new one. Councilmember Stoesz believes the 2014 analysis can be used as a baseline and that it is a good tool to start with.

Council concurred to move this item forward to the April 1, 2024 work session for further discussion.

**2. Review Regular Agenda**

City Engineer Diane Hankee briefly reviewed her staff report related to item 6A.

The work session concluded at 6:25 PM.

These minutes were considered and approved at the regular Council Meeting on April 8, 2024.

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Jolleen Chaika, City Clerk

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Rob Rafferty, Mayor

**LINO LAKES CITY COUNCIL  
REGULAR MEETING  
MINUTES**

**DATE:** March 25, 2024  
**TIME STARTED:** 6:32 PM  
**TIME ENDED:** 7:05 PM  
**MEMBERS PRESENT:** Councilmembers, Lyden, Stoesz, Ruhland, Cavegn, Mayor Rafferty

Staff members present: Deputy Director of Public Safety Kyle Leibel Community Development Director Michael Grochala; City Engineer Diane Hankee; City Clerk Jolleen Chaika.

The meeting was called to order by Mayor Rafferty at 6:32 PM.

**PUBLIC COMMENT**

Community Development Director Michael Grochala opened the Public Comment session with a statement about a project that members of the community have been discussing: Madinah Lakes. He advised that as of this time, no application has been received for development. If and when an application is received, it will be reviewed pursuant to City Code.

Farraz Yussuf, 12301 Central Avenue NE, Blaine. Mr. Yussef advised he is the president of Zikar Holdings. He said he wished to provide context as to who he is and what values he brings to this endeavor (Madinah Lakes). He said that while Zikkar Holdings is newly established, he and his team are dedicated and experienced. He anticipates submitting a (development) application in the near future. Mr. Yussef also clarified that his company is separate from the prior applicant. He expressed a commitment to working collaboratively with staff, Council, and residents. He has engaged in high-level discussions and will submit the application soon. He wants to make it clear there are no expectations of special treatment, that there have been no special deals struck to move this forward. He extended an invitation to anyone to reach out to him with any questions or concerns. He plans to hold neighborhood meetings in the future.

Michael Arman, 172 Glenview Avenue, said he feels like his speaking is premature as he just found about the new development (Madinah Lakes) an hour ago so he didn't have much time to research. He has concerns: He read on the website that paperwork hasn't been submitted but the (developer's) YouTube video is already talking about ground breaking scheduled for next year. He thinks that sounds a bit premature as well.

Randy Rennacker, 379 Carl Street, stated he was speaking on behalf of the residents of Carl Street to remind Council of the strong opposition of any development near the Carl Street neighborhood. He added that if any development takes place that his street and neighborhood remain as is.

Luke Walter, 7800 Marilyn Drive, said he has lived in Lino Lakes for seven (7) years. He said the developer (of Madinah Lakes) has put out information that is confusing and that strikes him as disrespectful: taking reservations and money. He said when he first read of this information, he thought of politicians in the 21<sup>st</sup> century making deals. Mr. Walter said he is a bit soothed by the responses of the City. He added that what really struck him is that the proposed project is for a very specific community and he has concerns with that concept, adding that it creates segregation not by intent but by choice. He said that if there is a possibility of an additional 1800 residents, we need organic integration. He added that he comes from a multi-faith, diverse family and is an immigrant so he is looking at this from that perspective; he voiced concern for a divided City.

Theresa O’Connell, 1000 Main Street, spoke on the topic of the Centerville Lake (alum) project. She said she has been in the area since 1987 and she is very excited about the project and she wanted to convince Council that moving forward with the project is in the best interest of the community. She estimated that the costs to residents would be approximately \$0.47 per home.

Melissa Wagner, 7947 Sheila Avenue, said she has been a resident for 38 years and her husband’s family has been here for over 70 years. She has witnessed organic growth at a slow and steady pace and now has concerns about rapid growth and the impact that will have on the schools.

Sam Bennett, 6841 Lakeview Drive, asked of any plans by the City to gather volunteers to clean trash along trails and ditches. He would like to see some movement on that and believes that all would benefit.

Justin Carver, 65 Century Trail, voiced concerns about the 600-foot notice (to residents for development projects). He does not think that provides enough impact and inquired if more notice could be required. He also asked if it is normal business practice (for a developer) to sell lots before anything is in place.

Prior to the close of Public Comment, Mayor Rafferty advised that the Council itself has not been involved in any discussions related to this (Madinah Lakes) development outside of calls and emails recently from residents. He added that there is nothing happening right now, that the last discussion (related to this property) was in 2022 and that project didn’t move forward. He encouraged residents to sit back and wait.

**1. Motion to: Close Public Comment at 6:58 PM.**

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	<b>Ruhland</b>
<b>SECONDER:</b>	<b>Cavegn</b>
<b>AYES:</b>	<b>Ruhland, Cavegn, Lyden, Stoesz, Rafferty</b>

## **SETTING THE AGENDA**

The agenda was accepted as presented.

### **1. CONSENT AGENDA**

- A. Consider Approval of Expenditures for March 25, 2024 (Check No. 120390 through 120482) in the Amount of \$661,506.63
- B. Consider Approval of March 4, 2024 Work Session Minutes
- C. Consider Approval of March 11, 2024 Work Session Minutes
- D. Consider Approval of March 11, 2024 Council Meeting Minutes
- E. Consider Approval of the Hiring of Part-Time Staff for the Rookery Activity Center
- F. Consider Approval of Resolution 24-21, Authorizing Solicitor Permit
- G. Consider Approval of Resolution 24-19, Approve Certificate of Completion, DRF Lino Eye Building
  - i. **Motion to: Approve Consent Agenda Items 1A-1G**

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	<b>Lyden</b>
<b>SECONDER:</b>	<b>Ruhland</b>
<b>AYES:</b>	<b>Lyden, Ruhland, Stoesz, Cavegn, Rafferty</b>

### **2. FINANCE DEPARTMENT**

No report was presented.

### **3. ADMINISTRATION DEPARTMENT**

No report was presented.

### **4. PUBLIC SAFETY DEPARTMENT**

No report was presented.

### **5. PUBLIC SERVICES DEPARTMENT**

No report was presented.

### **6. COMMUNITY DEVELOPMENT DEPARTMENT**

#### **A. Consider Approval of Resolution No. 24-20, Order Project, Approve Plans, Authorize AFB, 2024 Rejuvenator Project**

City Engineer Diane Hankee reviewed the request for approval of Resolution 24-20 which initiates the 2024 street maintenance portion of the 2024 street rehabilitation project program. The Street Maintenance Project includes applying a maltene-based asphalt rejuvenator. Rejuvenators are a new product many Cities are using in lieu of seal coating

the City has completed three rejuvenator projects the past. As a third project in 2024 staff is coordinating a crack fill project. She reviewed the areas identified for the maintenance project and noted that the total estimated cost is \$223,000 and funding is from the Pavement Management Fund.

**i. Motion to: Approve Resolution 24-20**

<b>RESULT:</b>	<b>CARRIED [UNANIMOUS]</b>
<b>MOVER:</b>	<b>Lyden</b>
<b>SECONDER:</b>	<b>Ruhland</b>
<b>AYES:</b>	<b>Lyden, Ruhland, Stoesz, Cavegn, Rafferty</b>

**ADJOURNMENT**

Mayor Rafferty reviewed the Community Calendar as presented on the Agenda. With no further business before the Council, the meeting was adjourned by Mayor Rafferty at 7:05 PM.

These minutes were considered and approved at the regular Council Meeting on April 8, 2024.

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Jolleen Chaika, City Clerk

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Rob Rafferty, Mayor

**LINO LAKES CITY COUNCIL  
WORK SESSION  
MINUTES**

**DATE:** April 1, 2024  
**TIME STARTED:** 6:00 PM  
**TIME ENDED:** 9:06 PM  
**MEMBERS PRESENT:** Councilmembers Lyden, Stoesz, Ruhland, Cavegn, Mayor Rafferty

Staff members present: Finance Director Hannah Lynch; Public Safety Director John Swenson; Public Safety Deputy Director Kyle Leibel; Community Development Director Michael Grochala; City Engineer Diane Hankee; Environmental Coordinator Andy Nelson; City Clerk Jolleen Chaika.

**1. Anoka County Lake Drive Corridor Study**

Community Development Director Michael Grochala introduced Jack Forslund, Anoka County Planner, and Mike Nelson, Civil Engineer with Bolten & Menk, who discussed with Council the Lake Drive (CSAH 23) Corridor Study that was undertaken to identify a future design for Lake Drive between Main Street and Kettle River Boulevard in Columbus. Mr. Nelson and Mr. Forslund highlighted the timeline and noted that the actual project itself remains five-to-ten years out and that the project is still in the planning phase. The next steps in the process include determining the design final concept, holding an openhouse, then approval of the final concept.

Council held discussion with Mr. Nelson and Mr. Forslund on the project. It was confirmed that a trail is part of the plan for the design,

**2. Centerville Lake Alum Treatment**

Environmental Coordinator Andy Nelson updated Council on the status of the pending aluminum sulfate treatment for Centerville Lake and related grant. The Rice Creek Watershed District (RCWD) is seeking contributions not to exceed \$35,000 from Lino Lakes to meet the grant requirements. A copy of the draft cost-sharing agreement was included in the packet for Council's review. Matt Kocian, RCWD Lake and Stream Manager, was present to answer questions from Council.

Councilmember Ruhland raised concerns about the lack of financial contribution from the Centerville Lake Association, as noted by Councilmember Cavegn at the last work session where this was discussed, and the fact that there has not been a special taxing district established to cover future expenses for booster treatments. Mr. Kocian advised that the lake association will not be contributing to the local match funds. He also stated that RCWD Board did discuss a taxing district but due to board concerns about not having a known total for a booster treatment and not knowing when a booster mat be needed, the board decided against a special taxing district. Councilmembers Ruhland and Cavegn voiced concerns about the decision.



Councilmember Lyden discussed two separate issues: One being the current grant and match funds needed, the second being the plans in the future to finance any booster treatment. He expressed appreciation for the grant funds and stated he believes the City should move forward with the agreement and providing match funds since the lake is something enjoyed by so many Lino Lakes residents. He said a conversation about the future funding of booster treatments should be held apart from the present matter.

Councilmember Cavegn concurred with Councilmember Lyden's position and further stated that if there is no action plan in place next time (for other contributions for booster treatments), then the City should not participate.

Mayor Rafferty also concurred with the sentiment that the grant is significant and but that it is important to get something in place in the future.

Mr. Kocian advised he would bring Council's concerns back to the board.

Council agreed to move forward with formal consideration of the cost-sharing agreement at an upcoming meeting but required a letter to RCWD outlining the concerns discussed be included with the agreement once approved.

### **3. ERP Software**

Finance Director Hannah Lynch updated Council on the status of staff's review of replacement software for Springbrook as discussed at the February 5, 2024 Council Work Session. She reviewed the providers contacted for demos and quotes and advised of the four (4) contacted, staff only demoed two: BS&A and Civic Systems. Director Lynch advised that after consulting with other cities and demoing the software systems, staff recommends moving forward with purchasing new ERP software through BS&A. she noted that this is not the low-cost option; however, the functionality better meets the needs of the City and, further, BS&A is becoming the standard for many Minnesota cities.

Director Lynch also explained in detail the costs associated with the purchase of new ERP software; she walked through the funding sources for the purchase as laid out in her staff report.

Council was supportive of moving forward with purchase of the BS&A software and directed Director Lynch to bring forward the proposal at the next regular meeting.

### **4. Sale of Fire Appartus**

Public Safety Director John Swenson updated Council on the status of Tender 1 (Vehicle # 610) and Tender 2 (Vehicle #609) and Engine 5 (Vehicle # 621) following the recent purchase of Engine 1 and Engine 2. He recommended that Tenders 1 and 2 be listed for sale at the price of \$70,000 each and that Engine 5 be listed for sale at the price of \$225,000. He confirmed that proceeds from any approved sale would be deposited into the Captial Equipment replacement fund; further, that if sale is approved and a purchaser is identified for any of the equipment, that staff will bring forward a formal request to Council to finalize the sale.

Councilmembers expressed support for the sale of the items described by Director Swenson.

## **5. Fire Department Analysis Discussion**

This item was moved ahead of Agenda Item 5 due to the temporary unavailability of Community Development Director Michael Grochala.

Mayor Rafferty inquired of Council to consider if it makes sense to use the 2014 Fire Analysis Report (as provided to Council on March 11, 2024, and included in the March 25, 2024 and April 1, 2024 Council Work Session packets) as a starting point for discussion of the status of the fire and public safety. He referenced Councilmember Lyden's previous calls for collaboration and said that he believes the 2014 report provides an opportunity for collaboration. He stated he would like to come up with a model that works for the entire City and that he does not feel that the current model of cross-trained staff works, that there may be a need to move away from the Public Safety model. Mayor Rafferty inquired of Council if a new analysis is needed to determine those options. He then clarified that there were some successes with the cross-trained model but we should no longer be pursuing that model; that he believes the City needs to shift away from Public Safety to police and fire; additionally that the City should look at collaborative models with other cities.

Councilmember Lyden stated that a new analysis is what he and Councilmember Cavegn brought forward last fall and that he is in support of it.

Councilmember Stoesz commented that the City has the building blocks for a police and fire department and that the 2014 report can be built on.

Councilmember Cavegn added that he does not want the focus to be on only one model; that he would like to see a new analysis which also explores options 3, 4, and 5 (from the 2014 analysis).

Director of Public Safety John Swenson clarified that he is hearing from Council that the next steps should be to determine how the City will deliver fire services in Lino Lakes. He suggested doing some research to find consultants who have done this work, ask them to create a proposal to bring back to Council with the core question being how can we provide the best level of fire service.

Councilmember Ruhland agreed and added that he believes the city should take a broad look at all options. He added he likes the Public Safety model but that there have been issues with the cross-training aspect. He would like any future consultant to consult with current staff in Public Safety to determine if the Public Safety model remains an option. Councilmember Ruhland said the goal is how to deliver the best service. Director Swenson did clarify that there are Public Safety agencies that do not have any cross-trained staff so the two (Public Safety and cross-training) are not synonymous. He added that it is important to note that this discussion and future review of fire services will not be the last; this discussion will come back in another 10 years or so due to the growing community.

Mayor Rafferty inquired of Public Safety Director John Swenson and Deputy Director of Fire Dan L'Allier if Public Safety is working on a five-year plan. Director Swenson confirmed a plan is in the works and noted that at the present time, the call load does not support moving forward to a full-time department; while that would be the most stable, dependable option; however, the work load does not support it.

Director Swenson stated that if the goal is to provide the highest level of service that is efficient and effective, the question to a consultant would be: *How to deliver the best level of fire service?* Then a consultant could deliver a product that could guide the City in making that decision.

Mayor Rafferty directed staff to come up with some ideas as to consultants to be considered by Council.

#### **6. CSAH 49/CR J Joint Powers Agreement Amendment**

Community Development Director Michael Grochala updated Council on a Joint Powers Agreement (JPA) that the City entered into with Anoka County in September, 2022 for the CSAH 49/CR J improvement project. At the time of the JPA, the City's estimated share of costs was \$871,235.19; however, that estimated cost did not include lighting, landscaping, and a portion of right-of-way acquisition expenses. The updated City total is now approximately \$956,000; however, federal funds have been obtained and applied against the City's share which drops that total down to \$370,000. Additional costs of approximately \$400,000 will also be added to that total bringing the total for the City to approximately \$772,386.16. An amended JPA has been proposed to reflect this change and will be brought forward for Council consideration.

Council directed staff to bring forward the amended JPA at the April 8, 2024 regular meeting.

#### **7. Water Capacity and New Development**

City Clerk Jolleen Chaika introduced the discussion topic of water capacity and new residential development per a request by Councilmember Ruhland, with a second by Mayor Rafferty, to have the item added to this work session agenda.

Councilmember Ruhland read his submitted request as included in the full agenda packet. He highlighted that he believes instituting a moratorium on residential development specific to the northwest quadrant of the City to be in the best interest of the City due to water capacity issues.

Community Development Director Michael Grochala briefly addressed the concern and concurred that water capacity has been a concern due to the issues related to White Bear Lake and recent droughts. He provided a quick review of the status of the pending litigation specific to White Bear Lake and water appropriation permit. He expressed some caution related to a moratorium and stated that he has asked the City Attorney, Jay Squires, to meet with Council to address these matters in detail. Director Grochala also mentioned to Council

the option of a master plan study for the area in question. He advised that Attorney Squires could further expand on all options available to the City to address concerns related to water capacity and residential development.

Staff will work with Council and Attorney Squires to set a date for a special meeting.

#### **8. Notification Requirements for Proposed Development Projects**

City Clerk Jolleen Chaika introduced the discussion topic of expansion of resident notifications for proposed developments per a request by Councilmember Ruhland, with a second by Mayor Rafferty, to have the item added to this work session agenda.

Councilmember Ruhland read his submitted request as included in the full agenda packet. He expressed concern that the notifications sent to residents is not broad enough and that perhaps the distance should be expanded.

Community Development Director Michael Grochala advised he would defer to City Attorney Jay Squires on the topic at the future special meeting. He did add state law dictates the notification requirements and he would be concerned about setting requirements outside of state law. Director Grochala proposed that perhaps the City look at posting informational signs at the site of a proposed development; the sign could provide basic information and contact details for residents.

Further discussion of this topic will be held at the upcoming Special Meeting with the City Attorney.

#### **9. Council Updates on Boards/Commissions, City Council**

Councilmember Stoesz provided a brief update on the North Metro TV board.

#### **10. 77<sup>th</sup>/MarketPlace Realignment, Land Acquisition, 698 77<sup>th</sup> Street (Closed Session)**

- i. **Motion to: Go into closed session the meeting at 8:51 PM pursuant to Minn. Stat. 13D.05, Subd. 3(c)(3), to discuss offers for the purchase of real property located at 698 77<sup>th</sup> Street.**

<b>RESULT:</b>	<b>CARRIED [5-0]</b>
<b>MOVER:</b>	<b>Stoesz</b>
<b>SECONDER:</b>	<b>Ruhland</b>
<b>AYES/Roll Call:</b>	<b>Lyden, Stoesz, Ruhland, Cavegn, Rafferty</b>

**ii. Motion to: Reopen Meeting at 9:05 PM**

<b>RESULT:</b>	<b>CARRIED [5-0]</b>
<b>MOVER:</b>	<b>Ruhland</b>
<b>SECONDER:</b>	<b>Cavegn</b>
<b>AYES/Roll Call:</b>	<b>Lyden, Stoesz, Ruhland, Cavegn, Rafferty</b>

**11. Adjourn**

The Work session concluded at 9:06 PM.

These minutes were considered and approved at the regular Council Meeting on April 8, 2024.

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Jolleen Chaika, City Clerk

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Rob Rafferty, Mayor

**CITY COUNCIL  
REGULAR MEETING STAFF REPORT  
AGENDA ITEM 1E**

**STAFF ORIGINATOR:** Sarah Cotton, City Administrator

**MEETING DATE:** April 8, 2024

**TOPIC:** Appointment of Interim City Clerk

**VOTE REQUIRED:** 3/5

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**INTRODUCTION**

The City Council is being asked to consider Resolution 24-31, Authorizing the Appointment of Hannah Lynch as Interim City Clerk.

**BACKGROUND**

The Lino Lakes City Charter requires the Council to appoint a City Clerk. The City Clerk should report directly to the City Administrator and have the duties and responsibilities determined by applicable state law and city ordinances.

City Clerk, Jolleen Chaika has submitted her resignation from the city effective April 9, 2024. In order to allow for a transition period until a permanent replacement can be identified and appointed by the Council, staff is recommending the interim appointment of Finance Director Hannah Lynch to the position. With this appointment, Hannah will have the ability to perform any and all functions the City Clerk might perform.

**RECOMMENDATION**

Staff recommends approval of Resolution No. 24-31, Authorizing the Appointment of Hannah Lynch as Interim City Clerk.

**ATTACHMENTS**

Resolution No. 24-31

**CITY OF LINO LAKES  
RESOLUTION NO. 24-31**

**AUTHORIZING THE APPOINTMENT OF HANNAH LYNCH AS INTERIM CITY CLERK**

**WHEREAS**, Section 6.04 of the Lino Lakes Charter provides that:

- The Council shall appoint a City Clerk. The City Clerk shall:
  - 1) Report directly to the City Administrator, and
  - 2) Have the duties and responsibilities determined by applicable state law and City ordinances; and

**WHEREAS**, City Clerk, Jolleen Chaika has submitted her resignation from the City effective April 9, 2024; and

**WHEREAS**, to allow for a transition period until the City Clerk position is filled by Council appointment, the appointment of an Interim City Clerk is necessary; and

**WHEREAS**, Hannah Lynch is willing and able to serve as Interim City Clerk.

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

- 1) Hannah Lynch is hereby appointed as Interim City Clerk, with the ability to perform any and all functions the City Clerk might perform.

Adopted by the City Council of the City of Lino Lakes this 8<sup>th</sup> day of April, 2024.

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

ATTEST:

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

**CITY COUNCIL  
REGULAR MEETING STAFF REPORT  
AGENDA ITEM 1F**

**STAFF ORIGINATOR:** Jolleen Chaika, City Clerk

**MEETING DATE:** April 8, 2024

**TOPIC:** Resolution 24-32: Solicitor Permit, Edward Jones

**VOTE REQUIRED:** Simple Majority

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**INTRODUCTION**

Edward Jones, located at 19304 Lexington Avenue N, Circle Pines, Minnesota has submitted a solicitor's permit application to the City Clerk's office.

The company representative proposed to conduct solicitation in Lino Lakes are: Nicole Olson.

The company representative plans to travel through Lino Lakes' neighborhoods, going door-to-door offering financial services to residents.

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

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

The application, along with all supporting documentation, is on file in the City Clerk's office for review.

**RECOMMENDATION**

Approve Resolution No. 24-32, authorizing the issuance of a Solicitor Permit to Edward Jones for a period of six (6) months, commencing April 9, 2024.

**ATTACHMENTS**

Resolution 24-32



**CITY OF LINO LAKES  
RESOLUTION NO. 24-32**

**APPROVING A SOLICITOR LICENSE FOR EDWARD JONES**

**WHEREAS**, Legacy Restoration, located in Circle Pines, Minnesota, has applied for a solicitor license request a license to allow Nicole Olson to solicit within the City of Lino Lakes; and,

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

**WHEREAS**, the Lino Lakes Public Safety Department has conducted a background check on the individual who will be working in Lino Lakes and no reason was found to deny the license application;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Lino Lakes, Minnesota hereby approves the request of Edward Jones to solicit throughout Lino Lakes for a period six (6) months, effective April 9, 2024 – October 9, 2024.

Adopted by the City Council of the City of Lino Lakes this 8th day of April, 2024.

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

ATTEST:

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

**CITY COUNCIL  
REGULAR MEETING STAFF REPORT  
AGENDA ITEM 1G**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: April 8, 2024

TOPIC: Approval of the Hiring of Part-Time Staff for the Rookery Activity Center

VOTE REQUIRED: 3/5

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**INTRODUCTION**

The Council is being asked to approve the hiring of part-time staff for The Rookery.

**BACKGROUND**

Staff is seeking approval to hire part-time personnel to work at The Rookery. The recruiting process has identified candidates that will be a great addition to our staff at The Rookery.

**RECOMMENDATION**

Staff recommends the Council approve the hiring of the part-time personnel listed below:

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>
Aidan	Anderson	Lifeguard
Allison	Maxwell	Aquatics Lead
Daniel	Dougan	Lifeguard
Alexander	Larkin	Lifeguard

Start dates vary based on position and training schedule.

Please approve the above personnel for the part-time positions at The Rookery Activity Center.

**CITY COUNCIL  
AGENDA ITEM 1H**

**STAFF ORIGINATOR:** Jolleen Chaika, City Clerk

**MEETING DATE:** April 8, 2024

**TOPIC:** Consider Approval of Resolution 24-33, Rice Lake Elem.  
PTO Spring Carnival

**VOTE REQUIRED:** Simple Majority

**BACKGROUND:**

Rice Lake Elementary PTO has applied for a Special Event Permit for the Rice Lake Elementary Spring Carnival on May 19, 2024.

The applicant is proposing to have food trucks, a DJ, craft vendors, and bounce houses, located at the Rice Lake Elementary School (575 Birch Street).

The application has been reviewed by staff, including the Public Safety Department. The applicant has been provided with a list of safety conditions which are also incorporated into the attached resolution. The applicant has agreed to comply with the conditions and to address any other safety considerations that may arise.

City staff, including Public Safety, believe the applicant has met all conditions required for issuance of a Special Event Permit.

**RECOMMENDATION:**

Approve Resolution No. 24-33 authorizing issuance of Special Event Permit for the Rice Lake Elementary Spring Carnival

**ATTACHMENTS:**

Resolution 24-33

**CITY OF LINO LAKES  
RESOLUTION NO. 24-33**

**AUTHORIZING A SPECIAL EVENT PERMIT  
FOR RICE LAKE ELEMENTARY ON MAY 19, 2024**

**WHEREAS**, the Rice Lake Elementary PTO has applied for a special event permit; and,

**WHEREAS**, the event plan includes an outdoor spring carnival on May 19, 2024 which will provide a DJ, bounce houses, outdoor games; and food trucks; 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**, the food truck vendors are required to provide their state licensing information as well as Anoka County Environmental Services licensing to the Rice Lake Elementary PTO who will provide it to the City Clerk as requested; and,

**WHEREAS**, proof of general liability insurance has been submitted by ISD #12 to cover all events held on the Rice Lake Elementary property.

**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 to the Rice Lake Elementary PT for the spring carnival scheduled on May 19, 2024, with conditions referenced herein.

Adopted by the Council of the City of Lino Lakes this April 8, 2024.

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Rob Rafferty, Mayor

ATTEST:

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Jolleen Chaika, City Clerk

**CITY COUNCIL  
REGULAR MEETING STAFF REPORT  
AGENDA ITEM 2A**

**STAFF ORIGINATOR:** Hannah Lynch, Finance Director

**MEETING DATE:** April 8, 2024

**TOPIC:** Approving BS&A Software

**VOTE REQUIRED:** 3/5

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**BACKGROUND**

At the February 5, 2024 Work Session, staff received support from the City Council for the replacement of the existing Springbrook Software. Main drivers behind the replacement include integrating Community Development and Human Resource solutions as well as a finance suite that can automate processes and utilize modern technology.

At the April 1, 2024 Work Session, staff presented quotes received for ERP Software:

<b>Software</b>	<b>Conversion/Implementation/Training</b>	<b>Annual Maintenance</b>
BS&A	\$251,355	\$84,720
Civic Systems*	\$200,800	\$39,110

\*Total quote plus Business Licenses and Human Resources

Following demos of both BS&A and Civic Systems offerings, staff recommends proceeding with BS&A software. While BS&A is not the low cost option, their offerings will better fit the needs of the City. Both offer integrated cloud-based solutions, but BS&A provides a modern user friendly experience, great customer support, more automatic workflows, and innovation in terms of how the software can improve processes resulting in efficiencies.

**RECOMMENDATION**

Consider Resolution No. 24-28, Approving BS&A Software.

**ATTACHMENTS**

Resolution No. 24-28  
BS&A Software Quote

**CITY OF LINO LAKES  
RESOLUTION NO. 24-28**

**Approving BS&A Software**

**WHEREAS**, replacement of the City's ERP Software was included in the 2024-2028 Financial Plan to serve the needs of the Community Development, Finance, and Human Resources departments; and,

**WHEREAS**, quotes were received from BS&A Software and Civic Systems which included pricing for both the one-time conversion and implementation of the new software as well as the annual maintenance fees to be incurred; and,

**WHEREAS**, BS&A Software will best meet the needs of the City to automate processes and utilize modern technology; and,

**WHEREAS**, funds are available for the conversion and implementation in the amounts of \$100,000 and \$151,355 from General Fund and Closed Bond Fund reserves, respectively; and,

**WHEREAS**, the 2025 budget process will reflect the annual maintenance to be incurred from the General and Enterprise Funds.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Lino Lakes, Minnesota that staff is authorized to execute the agreement with BS&A Software for \$336,075 which includes one-time conversion and implementation fees of \$251,355 and on-going annual maintenance of \$84,720.

Adopted by the City Council of the City of Lino Lakes this 8<sup>th</sup> day of April, 2024.

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

ATTEST:

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

**Proposal for:**  
**City of Lino Lakes, Anoka County MN**  
**April 4, 2024**  
**Quoted by: Dan J. Burns, CPA**

**Software and Services for BS&A Cloud**



*Thank you for the opportunity to quote our software and services.*

*At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.*

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*



## Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

### Cloud Modules – Annual Fee

#### Financial Management

General Ledger	<b>\$7,330</b>
Accounts Payable	<b>\$6,020</b>
Cash Receipting	<b>\$6,645</b>
Accounts Receivables	<b>\$5,640</b>
Fixed Assets	<b>\$5,515</b>
Utility Billing ( <i>approximately 5,500 utility accounts</i> )	<b>\$6,600</b>

#### Personnel Management

Payroll	<b>\$9,955</b>
Human Resources	<b>\$6,955</b>
Timesheets	<b>\$4,500</b>

#### Community Development

Building Department	<b>\$10,190</b>
Business Licensing	<b>\$5,765</b>

#### BS&A Online

Community Development <i>Permit Application Feature - Enables contractors and the general public to submit permit applications online</i>	<b>\$5,105</b>
Public Records Search + Online Bill Pay <i>With use of integrated Credit Card Processor</i>	<b>\$2,925</b>

#### Laserfiche

BS&A Integration with Laserfiche Document Management System <i>Ability to store and retrieve document attachments in Laserfiche Document Management system, for all currently integrated BS&amp;A modules.</i>	<b>\$1,575</b>
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Subtotal **\$84,720**

## Data Conversions/Database Setup

Convert existing Springbrook data to BS&A format:

General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	<b>\$7,035</b>
Accounts Payable (Vendors, Up to 10 years invoices and check history)	<b>\$6,080</b>
Cash Receipting (Receipt items, Up to 10 years receipt history)	<b>\$6,180</b>
Accounts Receivables (Customers, Invoice and Receipt History, if available)	<b>\$7,275</b>
Fixed Assets (Asset Information)	<b>\$6,010</b>
Payroll (Database Setup, Employee detail and YTD, Up to 10 years check history)	<b>\$15,030</b>
Utility Billing (Accounts, Services, Deposits, Rates, Meters; Up to 10 Years of Service, Billing & Payment History)	<b>\$9,400</b>

Convert existing Permit Works data to BS&A format:

Building Department (per database)	<b>\$16,200</b>
Business Licensing (per database)	<b>\$10,320</b>

Database Setup:

Human Resources (Setup of Licenses, Certifications, Benefit Plans, Positions. Not assigned to Employees)	<b>\$3,300</b>
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Subtotal **\$86,830**

No conversion or database setup to be performed for:

Timesheets

## Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	<b>\$1,500</b>
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Subtotal **\$1,500**

**Project Management and Implementation Planning**

**Services include:**

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**\$35,375**

**Implementation and Training**

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

**Services include:**

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	8	<b>\$8,800</b>
Financial Management Modules	Days:	20	<b>\$22,000</b>
Personnel Management Modules	Days:	25	<b>\$27,500</b>
Community Development Modules	Days:	16	<b>\$17,600</b>
	Total:	69	Subtotal <b>\$75,900</b>

## Cost Totals

Modules - <b>Annual Fee</b>	\$84,720
Data Conversions/Database Setup	\$86,830
Custom Import	\$1,500
Project Management and Implementation Planning	\$35,375
Implementation and Training	\$75,900
<b>Total Proposed</b>	<b>\$284,325</b>
<i>Travel Expenses</i>	<i>\$51,750</i>

### Payment Schedule

- 1<sup>st</sup> Payment: **\$122,205** to be invoiced upon execution of this agreement.
- 2<sup>nd</sup> Payment: **\$84,720** to be invoiced at activation of customer's site.
- 3<sup>rd</sup> Payment: **\$129,150** to be invoiced upon completion of training.

## Additional Information

### Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

### Cash Receipting Hardware

		Quantity		Cost
Epson THM-6000V Series Receipt Printer*	\$925	x	_____	= \$_____
APG Series 100Cash Drawer**	\$275	x	_____	= \$_____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$275	x	_____	= \$_____
Credit Card Reader (if using Invoice Cloud)	\$75	x	_____	= \$_____

**This will add \$\_\_\_\_\_ to the Total Proposed.**

*\*IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.*

Please provide the number of cash drawers that will be hooked up to the printer\_\_\_\_\_

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost. Returns require pre-approval, and all purchased equipment must be shipped back to BS&A in its original packaging. Returns are subject to a re-stocking fee of \$50.00.

### Additional Training - Building Department Report Designer

Most of our Building Department customers heavily use our Report Designer, which is included free with the program. Report Designer Training is not included in the training quoted on this proposal and is highly recommended. You may attend a class at our office in Bath Township, or we can train at your location. Report Designer Training is typically completed in one day.

Please check the option you are interested in. Report Designer Training will be scheduled after successful implementation and training of your Building Department software.

- Classroom training, \$205/person/day
- On-site training (unlimited attendees), \$1,100/day, travel not included



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## **BS&A Online**

### ***Connection Requirements***

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

### ***Payment Processing Requirements***

Acceptance of online payments requires a contract with one of BS&A's approved Online Credit Card Processing companies. Please visit <https://www.bsasoftware.com/solutions/bsonline/public-records-search/> for information.

## Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail.

If additional contacts need to be submitted, please make a copy of this page.

### Key Contact for Implementation and Project Management

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone/Fax \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

### IT Contact

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone/Fax \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_



**CITY COUNCIL  
REGULAR MEETING STAFF REPORT  
AGENDA ITEM 2A**

**STAFF ORIGINATOR:** Meg Sawyer, Human Resources and Communications Manager

**MEETING DATE:** April 8, 2024

**TOPIC:** Consider Appointment of Activity Center Coordinator

**VOTE REQUIRED:** 3/5

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**INTRODUCTION**

The City Council is being asked to approve the appointment of Mikaela Bagley to the full-time Activity Center Coordinator (Aquatics) position at the Rookery Activity Center.

**BACKGROUND**

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

Bagley has a Bachelor's Degree from University of Minnesota - Carlson School of Management and is currently working as the Interim Head Aquatics Lead in the Aquatics Center at the Rookery. She also coaches swimming at the Minnetonka Swim Club. She has her First Aid, CPR and AED certification. She is also a certified Lifeguard Instructor with Red Cross.

The starting wage for Bagley will be \$33.00 per hour which is the Starting Step in a 6 step wage scale for the Activity Center Coordinator position. With the Council's approval, Bagley would start in the Activity Center Coordinator position on April 21, 2024.

The hiring of Mikaela Bagley as Activity Center Coordinator will backfill the Aquatics Supervisor vacancy that was created on June 26, 2023. The 2024 Adopted Budget includes one full-time Aquatics position; therefore, this position is fully funded in the 2024 Budget. Approval of Bagley in this position will not result in an increase to personnel costs for the Rookery Activity Center.

**RECOMMENDATION**

Please approve the appointment of Mikaela Bagley to the Activity Center Coordinator position.

**ATTACHMENTS**

None



**CITY COUNCIL  
REGULAR MEETING STAFF REPORT  
AGENDA ITEM 4A**

**STAFF ORIGINATOR:** John Swenson, Public Safety Director

**MEETING DATE:** April 8, 2024

**TOPIC:** Approval of Resolution 24-26 Authorizing Grant Agreement for 2024 Intensive Comprehensive Peace Officer Education & Training

**VOTE REQUIRED:** 3/5

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**INTRODUCTION**

In an effort to expand the applicant pool for current and future police officer vacancies, the Public Safety Department applied for and was awarded grant funding under the 2024 Intensive and Comprehensive Peace Officer Education and Training (ICPOET) grant program.

**BACKGROUND**

There is currently a shortage of applicants for vacant police officer positions throughout the state of Minnesota. Through the legislative process the Minnesota Department of Public Safety Office of Justice Program created a grant program called the Intensive Comprehensive Peace Officer Education and Training Program.

This grant program enables agencies to hire individuals that have a 2 or 4 year degree in any field and want to make a career transition to a police officer.

The grant award is for \$50,000 for expenses covering wages, benefits, recruitment, pre-hire assessments, and training at Hennepin Technical College that will meet the MN POST Board requirements to become a police officer in Minnesota.

**RECOMMENDATION**

Approve Resolution 24-26 authorizing staff to enter into the grant agreement for 2024 ICPOET grant program.

**ATTACHMENTS**

Resolution 24-26  
ICPOET Grant Agreement Lino Lakes

**CITY OF LINO LAKES  
RESOLUTION NO. 24-26**

**AUTHORIZING EXECUTION OF GRANT AGREEMENT FOR THE 2024 INTENSIVE  
COMPREHENSIVE PEACE OFFICER EDUCATION and TRAINING GRANT**

**WHEREAS**, policing agencies throughout the State of Minnesota are experiencing a low number of applicants for vacant police officer positions; and,

**WHEREAS**, the Minnesota Department of Public Safety established grant funding to assist Minnesota agencies expand the applicant pool to fill vacant police officer positions: and,

**WHEREAS**, the Lino Lakes Public Safety Department has police officer vacancies to fill; and,

**WHEREAS**, in an effort to expand the police officer applicant pool the Lino Lakes Public Safety Department applied for and was awarded grant funding under the 2024 Intensive Comprehensive Peace Officer Education and Training Grant;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Lino Lakes, Minnesota that the Lino Lakes Public Safety Department be authorized to enter into a grant agreement with the Minnesota Department of Public Safety, for the 2024 Intensive Comprehensive Peace Officer Education and Training during the period from May 1, 2024 through June 30, 2025.

**BE IT FURTHER RESOLVED** that the Public Safety Director of the Lino Lakes Public Safety Department is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the Lino Lakes Public Safety Department and to be the fiscal agent and administer the grant.

Adopted by the City Council of the City of Lino Lakes this 8<sup>th</sup> day of April, 2024.

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

ATTEST:

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



## Grant Contract Agreement

Page 1 of 2

<b>Minnesota Department of Public Safety (“State”)</b> Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	<b>Grant Program:</b> Intensive Comprehensive Peace Officer Education and Training 2024 <b>Grant Contract Agreement No.:</b> A-ICPOE-2024-LINOLKPD-013
<b>Grantee:</b> City of Lino Lakes Police Department 600 Town Center Parkway Lino Lakes, Minnesota 55014	<b>Grant Contract Agreement Term:</b> <b>Effective Date:</b> 5/1/2024 <b>Expiration Date:</b> 6/30/2025
<b>Grantee’s Authorized Representative:</b> John Swenson, Public Safety Director City of Lino Lakes Police Department 640 Town Center Parkway Lino Lakes, Minnesota 55014 (651) 982-2301 jswenson@linolakes.us	<b>Grant Contract Agreement Amount:</b> Original Agreement \$50,000.00 Matching Requirement \$0.00
<b>State’s Authorized Representative:</b> Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 Kristin.lail@state.mn.us	<b>Federal Funding:</b> CFDA/ALN: None <b>FAIN:</b> N/A <b>State Funding:</b> Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. <b>Special Conditions:</b> None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

**Term:** The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Intensive Comprehensive Peace Officer Education and Training 2024 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Intensive Comprehensive Peace Officer Education and Training 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Grant Contract Agreement

**Payment:** As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

Signed: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Contract Agreement No./ P.O. No. A-ICPOE-2024-LINOLKPD-013 / 3-94428

Project No.(indicate N/A if not applicable): N/A

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution: DPS/FAS  
Grantee  
State’s Authorized Representative

Intensive Comprehensive Peace Officer Education and Training 2024

Organization: Lino Lakes Police Department

Budget Summary

<b>ICPOE: 2024 Intensive Comprehensive Peace Officer Education and Training Grant Program</b>				
<b>Budget Category</b>		<b>Award</b>		
Personnel				
Wages				\$25,510.00
<b>Total</b>				<b>\$25,510.00</b>
Payroll Taxes and Fringe				
Cadet Payroll Taxes and Fringe				\$2,000.00
<b>Total</b>				<b>\$2,000.00</b>
Contracted Services				
Recruitment and pre-hire assessments				\$1,890.00
<b>Total</b>				<b>\$1,890.00</b>
Travel and Training				
Hennepin Technical College				\$20,600.00
<b>Total</b>				<b>\$20,600.00</b>
<b>Total</b>				<b>\$50,000.00</b>

**CITY COUNCIL  
REGULAR MEETING STAFF REPORT  
AGENDA ITEM 4B**

**STAFF ORIGINATOR:** John Swenson, Public Safety Director

**MEETING DATE:** April 8, 2024

**TOPIC:** Approval of Resolution 24-27 Authorizing Grant Agreement for 2024 Pathways to Policing Reimbursement Grant

**VOTE REQUIRED:** 3/5

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**INTRODUCTION**

In an effort to expand the applicant pool for current and future police officer vacancies, the Public Safety Department applied for and was awarded grant funding under the 2024 Pathways to Policing Reimbursement grant program.

**BACKGROUND**

There is currently a shortage of applicants for vacant police officer positions throughout the state of Minnesota. Through the legislative process the Minnesota Department of Public Safety Office of Justice Program expanded a grant program called the Pathways to Policing Reimbursement Grant Program.

This grant program enables agencies to hire individuals that want to start a career as a police officer but do not have a college degree.

The grant award is for \$67,243 for expenses covering wages, benefits, recruitment, pre-hire assessments, and training at an accredited post-secondary institution that meets the MN POST Board requirements.

This grant does have a required local funding match of \$67,243. This match will be covered by funding included in the existing Police Division 2024 Budget and future requested Police Division budget.

**RECOMMENDATION**

Approve Resolution 24-27 authorizing staff to enter into the grant agreement for 2024 Pathways to Policing Reimbursement grant program.

**ATTACHMENTS**

Resolution 24-27  
Pathway to Policing Grant Agreement Lino Lakes

**CITY OF LINO LAKES  
RESOLUTION NO. 24-27**

**AUTHORIZING EXECUTION OF GRANT AGREEMENT FOR THE 2024 PATHWAYS  
TO POLICING REIMBURSEMENT GRANT**

**WHEREAS**, policing agencies throughout the State of Minnesota are experiencing a low number of applicants for vacant police officer positions; and,

**WHEREAS**, the Minnesota Department of Public Safety established grant funding to assist Minnesota agencies expand the applicant pool to fill vacant police officer positions; and,

**WHEREAS**, the Lino Lakes Public Safety Department has police officer vacancy to fill; and,

**WHEREAS**, in an effort to expand the police officer applicant pool the Lino Lakes Public Safety Department applied for and was awarded grant funding under the 2024 Pathways to Policing Reimbursement Grant;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Lino Lakes, Minnesota that the Lino Lakes Public Safety Department be authorized to enter into a grant agreement with the Minnesota Department of Public Safety, for the 2024 Pathways to Policing Reimbursement Grant during the period from May 1, 2024 through March 31, 2026.

**BE IT FURTHER RESOLVED** that the Public Safety Director of the Lino Lakes Public Safety Department is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the Lino Lakes Public Safety Department and to be the fiscal agent and administer the grant.

Adopted by the City Council of the City of Lino Lakes this 8<sup>th</sup> day of April, 2024.

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

ATTEST:

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





## Grant Contract Agreement

Page 1 of 3

<b>Minnesota Department of Public Safety (“State”)</b> Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	<b>Grant Program:</b> Pathway to Policing Reimbursement Grants 2024 <b>Grant Contract Agreement No.:</b> A-PTP-2024-LINOLKPD-025
<b>Grantee:</b> City of Lino Lakes 600 Town Center Parkway Lino Lakes, Minnesota 55014	<b>Grant Contract Agreement Term:</b> <b>Effective Date:</b> 5/1/2024 <b>Expiration Date:</b> 3/31/2026
<b>Grantee’s Authorized Representative:</b> John Swenson, Public Safety Director City of Lino Lakes, Police Department 640 Town Center Parkway Lino Lakes, Minnesota 55014 (651) 982-2301 jswenson@linolakes.us	<b>Grant Contract Agreement Amount:</b> Original Agreement \$67,243.00 Matching Requirement \$67,243.00
<b>State’s Authorized Representative:</b> Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 Kristin.lail@state.mn.us	<b>Federal Funding:</b> None <b>FAIN:</b> N/A <b>State Funding:</b> Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8 <b>Special Conditions:</b> Attached and incorporated into this grant contract agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

**Term:** The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Pathway to Policing Reimbursement Grants 2024 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Pathway to Policing Reimbursement Grants 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Grant Contract Agreement

**Payment:** As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

Signed: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Contract Agreement No./ P.O. No. A-PTP-2024-LINOLKPD-025 / 3-94492

Project No.(indicate N/A if not applicable): N/A

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution: DPS/FAS  
Grantee  
State’s Authorized Representative



### Special Conditions

1. Time limitations on funding use:

\$33,621.50 is available from May 1, 2024 through June 30, 2025.

\$33,621.50 is available from July 1, 2024 through March 31, 2026.

Pathway to Policing Reimbursement Grants 2024

Organization: Lino Lakes Police Department

Budget Summary

PTP: 2024 PTP			
Budget Category	Award	Match	
Personnel			
Wages	\$0.00	\$45,240.00	
<b>Total</b>	\$0.00	\$45,240.00	
Payroll Taxes and Fringe			
Payroll Taxes and Fringe	\$0.00	\$8,664.00	
<b>Total</b>	\$0.00	\$8,664.00	
Travel and Training			
Educational Expenses	\$60,318.00	\$6,414.00	
<b>Total</b>	\$60,318.00	\$6,414.00	
Contract Services			
Recruitment and pre-hire assessments	\$2,675.00	\$2,675.00	
<b>Total</b>	\$2,675.00	\$2,675.00	
Other Expenses			
Uniforms & Equipment	\$4,250.00	\$4,250.00	
<b>Total</b>	\$4,250.00	\$4,250.00	
<b>Total</b>	\$67,243.00	\$67,243.00	

**CITY COUNCIL  
REGULAR MEETING STAFF REPORT  
AGENDA ITEM 6A**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: April 8, 2024

TOPIC: Watermark 7<sup>th</sup> Addition

- i. Consider Resolution No. 24-23 Approving PUD Final Plan/Final Plat
- ii. Consider Resolution No. 24-24 Approving Development Agreement and Planned Unit Development Agreement
- iii. Consider Resolution No. 24-25 Approving Open Space Easement Agreement

VOTE REQUIRED: 3/5

**INTRODUCTION**

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

Complete Application Date:	February 12, 2024
60-Day Review Deadline:	April 12, 2024
120-Day Review Deadline:	June 11, 2024
Environmental Board Meeting:	N/A
Park Board Meeting:	N/A
Planning & Zoning Board Meeting:	March 13, 2024
Tentative City Council Work Session:	April 8, 2024
Tentative City Council Meeting:	April 8, 2024

This Council staff report provides updates to the March 13, 2024 Planning & Zoning staff report. Changes are either narratively described or shown as ~~striketrough~~ (deletions) or underline (additions).

**BACKGROUND**

Watermark is a 372 acre master planned residential community consisting of 692 single family lots and 172 townhome units totaling 864 housing units. U.S. Home, LLC (aka Lennar) submitted a Land Use Application for Watermark 7<sup>th</sup> Addition PUD Final Plan/Final Plat. The plat proposes 106 single family lots and 8 outlots.

Previous Council approvals include:

- June 13, 2016: Resolution No. 16-51 approving PUD Development Stage Plan/Preliminary Plat
- October 9, 2017: Resolution No. 17-95 approving Amendment #1 to Land Use Plan
- December 11, 2017: Resolution No. 17-133 approving Amendment #2 to Architectural Design Standards
- October 14, 2019: Resolution No. 19-131 approving Amendment #3 to Architectural Design Standards
- August 14, 2023: Resolution No. 23-77 approving Amendment #4 to PUD Development Stage Plan/Preliminary Plat

This staff report is based on the following information:

- Cost Estimate Summary prepared by Carlson McCain dated February 12, 2024
- 7<sup>th</sup> Addition Specification Book prepared by Carlson McCain dated December 9, 2022
- Watermark 7<sup>th</sup> Addition Final Plat prepared by Carlson McCain
- Watermark 7<sup>th</sup> Addition Sanitary Sewer, Water Main, Storm Sewer and Street Construction Plans prepared by Carlson McCain dated January 26, 2024
- Watermark 7<sup>th</sup> Addition Site Landscape Plan prepared by Carlson McCain dated February 12, 2024
- Watermark Grading, Development & Erosion Control Plan prepared by Carlson McCain revision date January 26, 2024
- Watermark 7<sup>th</sup> Addition Home Plans Booklet prepared by Lennar dated January 30, 2024
- Watermark Architectural Standards Matrix

## **ANALYSIS**

### **PUD Development Stage Plan/Preliminary Plat**

The PUD Development Stage Plan approved by Resolution No. 16-51 establishes Watermark's overall land use plan, street and utility layout, parks and open space plan, architectural design standards, landscaping and lot development standards. These standards are summarized in the PUD Master Plan Booklet and are incorporated as part of the Master Development Agreement. Each phase (i.e. addition) of development shall submit a PUD Final Plan consistent with the PUD Development Stage Plan.

In October 2017, Council approved an amendment to the PUD Development Stage Plan's overall Land Use Plan. The Land Use Plan established 871 housing units. As the applicant has

worked through final plan design to address City and RCWD comments from the preliminary plat, the number of 55' wide villas was reduced from 127 units to 120 units. The net number of housing units is now 864.

In August 2023, Council approved PUD Amendment #4-PUD Development Stage Plan/Preliminary Plat. The amendment reconfigured the north end of the preliminary plat in regards to lot sizes and housing products. The total number of housing units remains 864 and does not change.

### Density

The 2030 Comprehensive Plan was in effect at the time of original approval. The Plan guided the area for mixed use and required a density of 3.0 to 4.5 dwelling units per net acre. The current 2040 Comprehensive Plan guides the area for Low Density Mixed Residential and requires a density of 3.0 to 4.0 units per net acre. The development meets both density requirements.

	<b>PUD Amend #4 (August 2023)</b>
<b>Gross Area (acres)</b>	<b>372.24</b>
Wetlands & Water Bodies	45.09
Public Parks & Open Space	69.27
Arterial ROW	5.46
Other (Undevelopable)	0.62
<b>Net Area (acres)</b>	<b>251.80</b>
# of Housing Units	864
<b>Gross Density (units/acre)</b>	<b>2.32</b>
<b>Net Density (units/acre)</b>	<b>3.43</b>

### **Grading and Trunk Utility Improvements**

Lennar commenced grading and trunk utility improvements in September 2018. Phase I grading was approximately 140 acres and Phase II grading was approximately 20 acres. Phase III grades out the balance of the site, approximately 212 acres. The 7<sup>th</sup> Addition final plat is within the Phase III grading limits.

### **PUD Final Plan**

Watermark 7<sup>th</sup> Addition creates 106 single family lots and 8 outlots. The PUD Final Plan is consistent with PUD Amendment #4 in regards to the land use plan, street and utilities, parks and open space, lot standards, and landscaping.

The following housing types and products proposed for the 7<sup>th</sup> Addition are consistent with the approved Land Use Plan.

<b>Housing Type</b>	<b>Lot Width</b>	<b>Housing Product</b>	<b># Lots</b>
Single Family	75'	Landmark	15
Single Family	60'-65'	Heritage/Discovery	62
Single Family	55'+	Venture/Villa	29
<b>TOTAL</b>			<b>106</b>

### *Architectural Standards*

Resolution No. 17-133 and Resolution No. 19-131 detail architectural design standards for the entire Watermark development. As required, a Watermark 7<sup>th</sup> Addition Home Plans summary booklet and Architectural Standards Matrix were submitted. The booklet and matrix detail compliance of the housing products with the resolutions in regards to exterior materials and styles, house elevations and garage and porch requirements. There are over 30 different single family house plans with multiple facade and elevation options for a combination of over 275 different housing styles proposed for the 7<sup>th</sup> Addition.

Color packages and anti-monotony plans will be included with each building permit application to ensure that the homes elevations are varied with a minimum of five different styles and those homes in proximity to each other not look alike in terms of the combination of color of siding, accent and roofing materials. Coventry by Alside vinyl siding with .042" panel thickness is proposed on all the housing units. All houses have minimum 4" window trim on the side and rear elevations to meet resolution requirements to incorporate an architectural feature into those elevations that are visible from 20<sup>th</sup> Avenue (CSAH 54), 21<sup>st</sup> Avenue N. and the public park.

In summary, the Watermark 7<sup>th</sup> Addition single family housing types and products meet the architectural design standards requirements of Resolution No. 17-133 and Resolution No. 19-131.

### *HOA Clubhouse*

Lot 1, Block 3, Watermark 4<sup>th</sup> Addition was platted for the construction of the HOA clubhouse. Construction started in May 2023 and is scheduled to open in Spring 2024.

### **Subdivision Ordinance**

#### *Conformity with the Comprehensive Plan and Zoning Code*



The Watermark 7<sup>th</sup> Addition final plat has been reviewed for compliance with the comprehensive plan, zoning and subdivision ordinance. The proposed final plat meets the performance standards of the subdivision and zoning ordinance and is consistent with PUD Amendment #4-Development Stage Plan/Preliminary Plat and Final Plan.

### *Plat Phases*

The following summarizes the number of lots platted per addition:

<b>Addition</b>	<b># SF Lots</b>	<b>Remaining #SF Lots</b>	<b># TH Lots</b>	<b>Remaining #TH Lots</b>	<b>Total # Lots Remaining</b>
		<b>692</b>		<b>172</b>	<b>864</b>
1 <sup>st</sup>	100	592	93	79	671
2 <sup>nd</sup>	57	535	0	79	614
3 <sup>rd</sup>	96	439	79	0	439
4 <sup>th</sup>	91	348	0	0	348
5 <sup>th</sup>	97	251	0	0	251
6 <sup>th</sup>	48	203	0	0	203
7 <sup>th</sup>	106	97	0	0	97

### *Blocks and Lots*

The final plat creates 106 single family lots and 8 outlots. The following chart summarizes the purpose of the outlots:

<b>Outlot</b>	<b>Purpose</b>	<b>Ownership</b>
A	Wetland, Open Space and Trail Corridor	HOA
B	Future Development	Homeowners
C	<u>Open Space &amp;</u> Trail Corridor	HOA
D	<u>Open Space &amp;</u> Gas Line Easement Corridor	HOA
E	<u>Open Space &amp;</u> Gas Line Easement Corridor	HOA
F	<u>Open Space &amp;</u> Gas Line Easement Corridor	HOA
G	Private Park	HOA
H	Future Development	HOA/Homeowners

### *Easements*

Standard drainage and utility easements are being dedicated on individual lots. A drainage and utility easement is required over Outlot A.

### *Street and Utilities*

The 7<sup>th</sup> Addition proposes construction of the following streets which are consistent with PUD Amendment #4:

<b>Street Name</b>	<b>Right-of-Way Width</b>	<b>Street Width (Back to Back)</b>
Lotus Lane, Mille Lacs Lane	60 feet	32 feet
Traverse Drive, Pepin Drive, Swan Street	60 feet	30 feet
Rainy Lane	66 feet	38 feet

Watermain, sanitary sewer main, stormwater facilities, streets, sidewalks and trails are being constructed consistent with the PUD Amendment #4.

### *Public Land Dedication and Fees*

Per Resolution No. 16-51, the City will require the following combination of land dedication and cash in lieu of land dedications:

1. Land dedication for the public and private parks will be credited from the total payment in lieu.
2. Costs for public park improvements and trail construction will be credited from the total payment in lieu.
3. Improvements to the private parks and recreational center will not be credited from the total payment in lieu.

An 8.5 ft wide bituminous trail approximately 4,850lf in length will be constructed throughout the plat. A Permanent Trail Easement with exhibit shall be drafted and recorded after the trail has been constructed to ensure the trail is within the easement. Trail construction costs will be credited.

Park dedication fees will also be credited for the 1.06 acre private park land platted as Outlot G, Watermark 7<sup>th</sup> Addition. Per the Master Developer Agreement (MDA), the parkland dedication fees are based on an appraisal of fair market value. The appraisal was prepared in December 2018 by Insight Realty Advisors, Inc. The comparable appraisal price for this private park is \$37,647 per acre. The total park dedication fee is \$39,906 (1.06 acres x \$37,647).

The following is a summary of the public land dedication and fees:

<b>Watermark 7th Addition</b>	
Total # Units =	106
x Park Dedication Fee	\$3,300
= Cash in Lieu Value	\$349,800
(Trail Construction Costs)	(\$150,350)
(Land dedication value (Outlot G, Watermark 7th))	(\$39,906)
<b>TOTAL CASH FEE DUE =</b>	<b>\$159,544</b>

### **Wetlands**

Wetland delineations were approved by RCWD and USACE in 2015. The delineation identified 28 wetlands totaling approximately 20 acres in size. The original approved WCA Sequencing Application proposed wetland impacts, wetland creation, wetland restoration and upland buffer establishment. In April 2018, the developer revised the application to purchase 3.3671 acres of wetland banking credits as the proposed compensatory mitigation action. The wetland fill, impacts and mitigation (wetland bank credits) occurred within the Phase I grading limits and are complete.

In December 2020, the developer submitted another Wetland Replacement Plan to RCWD for the balance of the site. Phase 3 grading impacts 5.9784 acres of wetland which require a 1:1 mitigation. The plan was to buy wetland credits for mitigation; however, viable wetland restoration and creation opportunities exist within Phase 3; therefore, onsite restoration and creation will be used for mitigation. This is consistent with the Parks and Open Space Plan and the establishment of the greenway corridor including wetlands, trails and open space.

To date, wetland mitigation and restoration has been completed on Wetland Restoration Area RA1. Wetland RA2 and RA3 are partially graded and restoration will be substantially completed in 2024.

### **Open Space Easement**

Section 7.2 of the Watermark Master Development Agreement states the owner shall provide the City with a perpetual open space easement. The easement protects the parks, open space, wetlands etc. from any land disturbance that is not consistent with the Restoration and

Management Plan. Currently, a “blanket” easement is in place that covers all outlots in Watermark. As each such outlot is further subdivided, the blanket easement area is re-defined with a detailed open space easement.

An Open Space Easement Agreement shall be recorded over Outlot A, C, D, E, and F, Watermark 7<sup>th</sup> Addition.

Staff realized the Open Space Easement Agreement template we’ve been using doesn’t actually legally describe the “Easement Area”. It just refers to the “The Property”. A draft Amendment document correcting the legal descriptions of all previously recorded agreements shall be submitted to the City for review and approval prior to recording.

Sheet 3, Watermark 7<sup>th</sup> Addition Site Landscape Plan details the location of required “Protected Open Space Area” signs.

### **Development Agreement**

#### *Master Development Agreement*

A Master Development Agreement was recorded in March 2019. The Agreement covers the entire 372 acre site and details the terms and conditions of City approvals, the Development Plans, the required public and private improvements as part of the first and subsequent phase, the standards for the timing and financing of the improvements, required HOA documents and the terms of payment.

#### *Development Agreement and Planned Unit Development Agreement*

The City will also require our standard Development Agreement specific to each phase of development. This agreement further details required improvements and securities. The City Engineer will draft this Agreement and it shall be approved by the City Council.

### **Homeowner’s Association (HOA)**

The City Attorney ~~is reviewing~~ reviewed the HOA documents and has no concerns. ~~Any issues shall be resolved prior to City Council action.~~

### **Title Commitment**

The City Attorney ~~is reviewing~~ reviewed the title commitment and final plat and has no concerns. ~~Any issues shall be resolved prior to City Council action.~~

### **Stormwater Maintenance Agreement**

The stormwater facilities will be covered under the City’s Programmatic Stormwater

Management Agreement after they have been installed and accepted by the City.

### **Findings of Fact**

The Findings of Fact for Watermark 7<sup>th</sup> Addition PUD Final Plan/Final Plat are detailed in Resolution No. 24-23.

### **RECOMMENDATION**

The Planning & Zoning Board reviewed the Watermark 7<sup>th</sup> Addition PUD Final Plan/Final Plat on March 13, 2024 and recommended approval with a 6-0 vote.

### **ATTACHMENTS**

1. Resolution No. 24-23
2. Final Plat
3. Resolution No. 24-24
4. Development Agreement and Planned Unit Development Agreement
5. Resolution No. 24-25
6. Open Space Easement Agreement

**CITY OF LINO LAKES  
RESOLUTION NO. 24-23**

**RESOLUTION APPROVING WATERMARK 7<sup>th</sup> ADDITION  
PUD FINAL PLAN/FINAL PLAT**

**WHEREAS**, the City received a land use application for Watermark 7<sup>th</sup> Addition PUD Final Plan/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:

- Cost Estimate Summary prepared by Carlson McCain dated February 12, 2024
- 7<sup>th</sup> Addition Specification Book prepared by Carlson McCain dated December 9, 2022
- Watermark 7<sup>th</sup> Addition Final Plat prepared by Carlson McCain
- Watermark 7<sup>th</sup> Addition Sanitary Sewer, Water Main, Storm Sewer and Street Construction Plans prepared by Carlson McCain dated January 26, 2024
- Watermark 7<sup>th</sup> Addition Site Landscape Plan prepared by Carlson McCain dated February 12, 2024
- Watermark Grading, Development & Erosion Control Plan prepared by Carlson McCain revision date January 26, 2024
- Watermark 7<sup>th</sup> Addition Home Plans Booklet prepared by Lennar dated January 30, 2024
- Watermark Architectural Standards Matrix; and

**WHEREAS**, the City Council the approved the PUD Development Stage Plan/Preliminary Plat with Resolution No. 16-51 on June 13, 2016; and

**WHEREAS**, the Planning & Zoning Board reviewed and recommended approval of the Development on March 13, 2024; 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**

1. Outlots A, C, D, E, and F, Watermark 7<sup>th</sup> Addition are preserved as permanent Open Space and shall be improved by the Developer in accordance with the approved plans and upon completion and acceptance by the city of such improvements, they shall be owned and maintained by a Homeowner's Association in accordance with an approved Restoration and Management Plan.
2. A Permanent Trail Easement with exhibit covering the trail shall be recorded after the trail has been constructed.
3. An annexation amendment to neighborhood declaration of covenants and supplemental declaration of covenants citing deed restriction shall be recorded stating lots with oversized drainage and utility easements may have limited ability to construct accessory structures.
4. Grading and seeding per the approved RCWD Permit 20-115 shall be substantially completed in Restoration Area 2 (RA2) prior to Council approval of Watermark 8<sup>th</sup> Addition.

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

1. The 7<sup>th</sup> Addition Development Agreement shall be approved by the City Council, executed, and recorded against the property.
2. Final Plat:
  - a. A drainage and utility easement shall cover all of Outlot A.
3. Land Use Plan:
  - a. Revision date shall be corrected to 08/16/2023.
4. A draft of the proposed Open Space Easement Agreement Amendment document correcting the legal descriptions of all previously recorded agreements shall be submitted to the City for review and approval prior to recording.

**BE IT FURTHER RESOLVED** the following items shall be addressed prior to issuance of any single family home building permits within the 7<sup>th</sup> Addition:

1. All comments from the City Engineer Letter dated March 6, 2024 shall be addressed.
2. All comments from Environmental Coordinator Memos for PUD Amend #4 and 7<sup>th</sup> Addition dated March 6, 2024 shall be addressed.

3. Copies of the following executed and recorded documents shall be submitted to the City:
  - a. Final Plat
  - b. Development Agreement
  - c. Homeowner's Association
    - i. Annexation Amendment to Neighborhood Declaration of Covenants for Watermark
    - ii. Seventh Supplemental Declaration of Covenants for Watermark Single Family
    - iii. Eighteenth Supplemental Declaration of Covenants for Watermark Villas
  - d. Open Space Easement Agreement, Watermark 7<sup>th</sup> Addition
  - e. Open Space Easement Agreement Amendment correcting legal descriptions related to Watermark through 6<sup>th</sup> Addition
  - f. Deeds for Outlots A, C, D, E, F, and G, Watermark 7<sup>th</sup> Addition to HOA

**BE IT FURTHER RESOLVED** the following items shall be addressed prior to submittal of Watermark 8<sup>th</sup> Addition PUD Final Plan/Final Plat application:

1. A Permanent Trail Easement with exhibit covering the trails related to Watermark 6<sup>th</sup> and 7<sup>th</sup> Addition shall be recorded after the trail has been constructed.
2. Grading and seeding per the approved RCWD Permit 20-115 shall be substantially completed in Restoration Area 2 (RA2).

Adopted by the City Council of the City of Lino Lakes this 8th day of April 2024.

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Rob Rafferty, Mayor

ATTEST:

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Jolleen Chaika, City Clerk



# WATERMARK 7TH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That U.S. Home, LLC, a Delaware limited liability company, owner of the following described property:

Outlot C, Outlot D and Outlot F, WATERMARK 5TH ADDITION, Anoka County, Minnesota

and

Outlot A, WATERMARK 6TH ADDITION, Anoka County, Minnesota

Has caused the same to be surveyed and platted as WATERMARK 7TH ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said U.S. Home, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper partner this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

U.S. HOME, LLC

\_\_\_\_\_  
Jon Aune, Senior Vice President

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Jon Aune, Senior Vice President of U.S. Home, LLC, a Delaware limited liability company, on behalf of said limited partnership.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
My commission expires \_\_\_\_\_

I Thomas R. Balluff 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\_\_\_\_.

\_\_\_\_\_  
Thomas R. Balluff, Licensed Land Surveyor  
Minnesota License No. 40361

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Thomas R. Balluff, Licensed Land Surveyor.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
My commission expires \_\_\_\_\_

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

This plat of WATERMARK 7TH 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

By: \_\_\_\_\_, Mayor  
By: \_\_\_\_\_, 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 505.021, 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

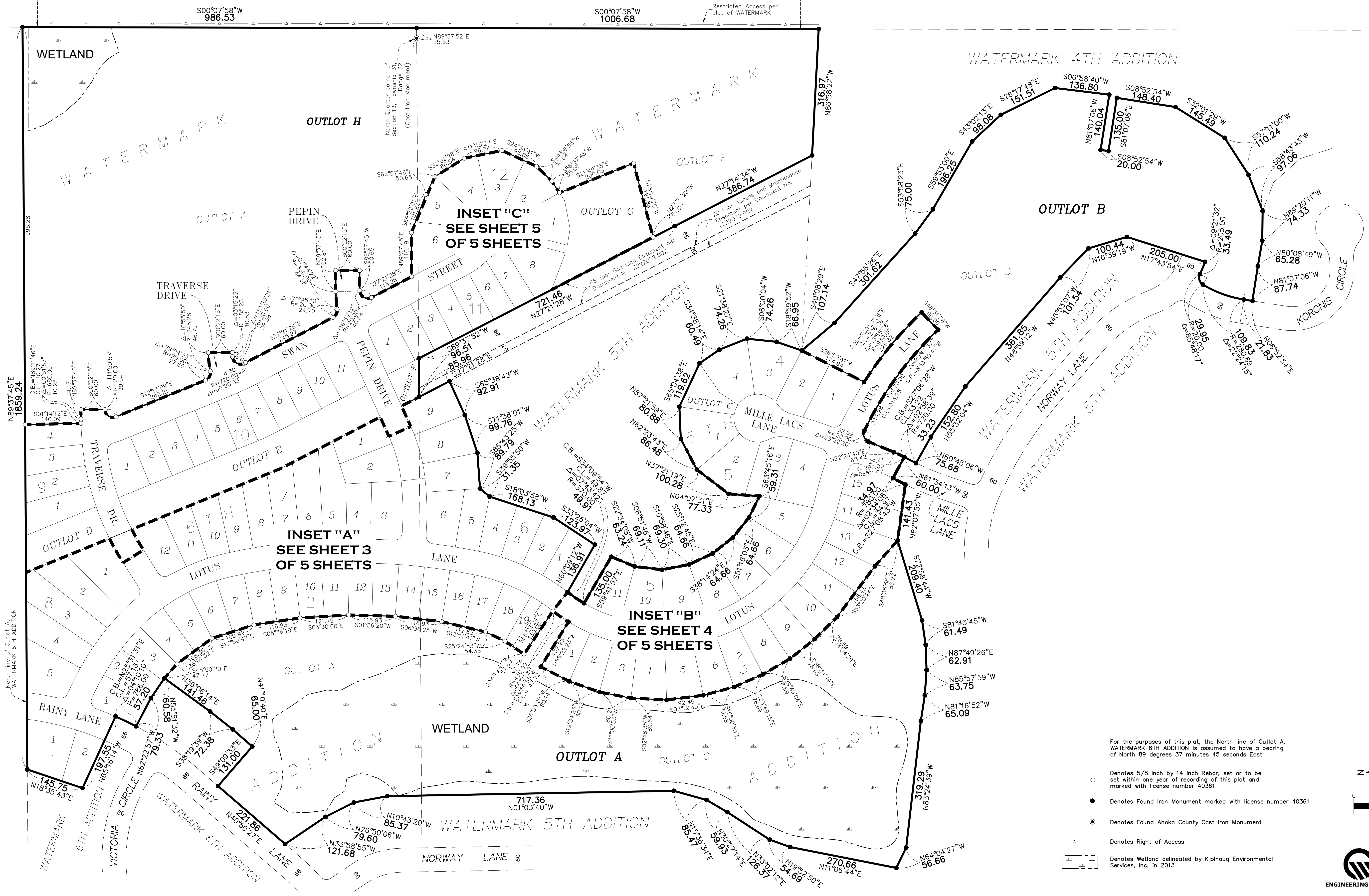
County of Anoka, State of Minnesota

I hereby certify that this plat of WATERMARK 7TH 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 Title  
By: \_\_\_\_\_, Deputy

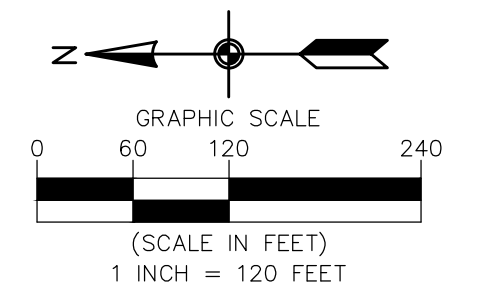
# WATERMARK 7TH ADDITION

INTERSTATE HIGHWAY 35E



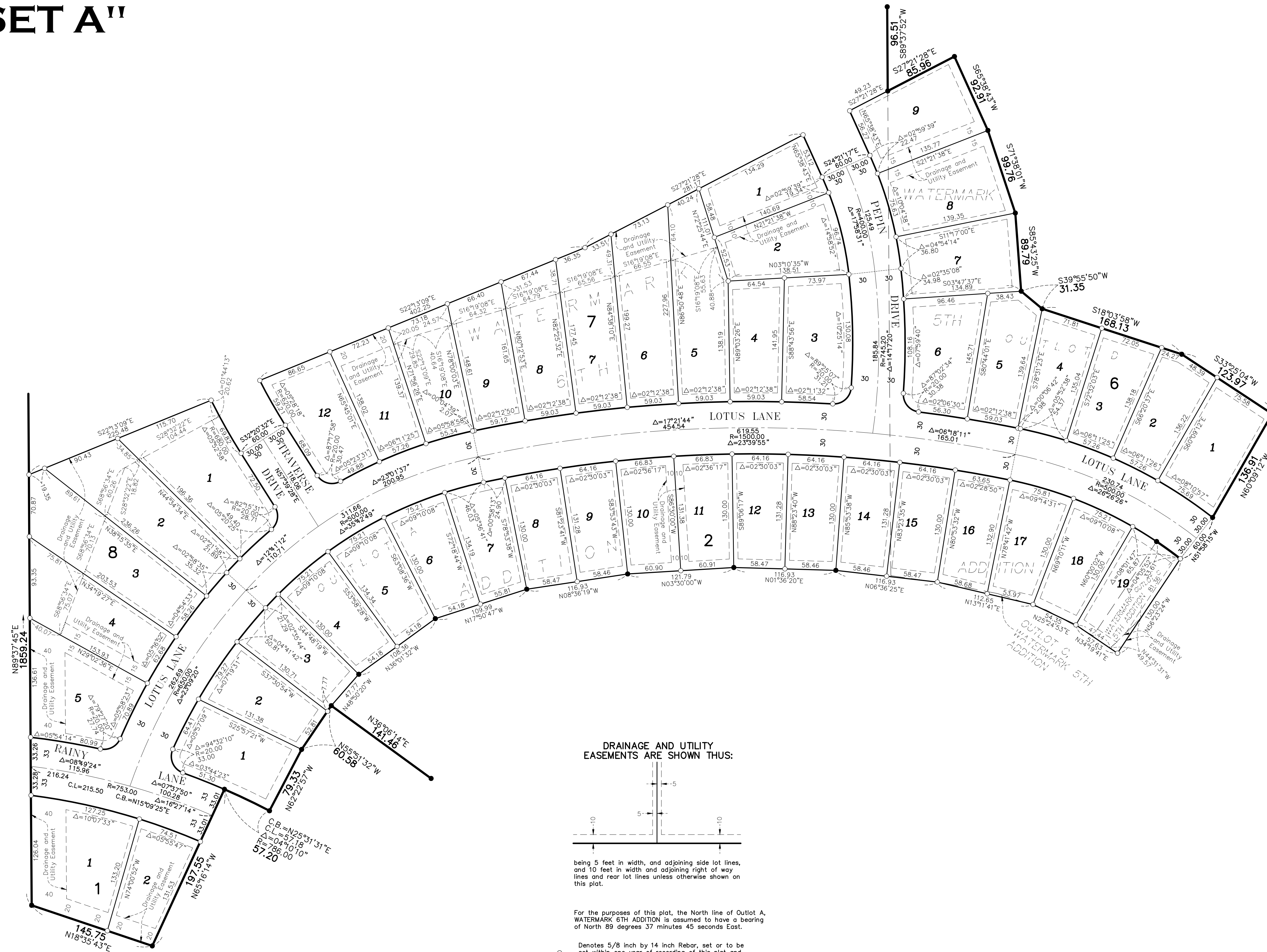
For the purposes of this plat, the North line of Outlot A, WATERMARK 6TH ADDITION is assumed to have a bearing of North 89 degrees 37 minutes 45 seconds East.

- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Found Iron Monument marked with license number 40361
- ⦿ Denotes Found Anoka County Cast Iron Monument
- △— Denotes Right of Access
- ▭ Denotes Wetland delineated by Kjoehaug Environmental Services, Inc. in 2013

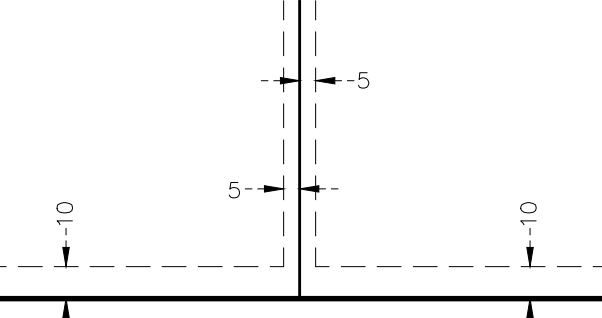


# WATERMARK 7TH ADDITION

## "INSET A"



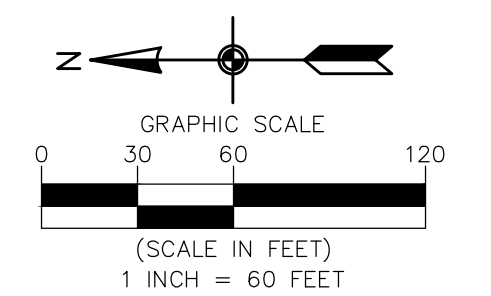
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.

For the purposes of this plat, the North line of Outlot A, WATERMARK 6TH ADDITION is assumed to have a bearing of North 89 degrees 37 minutes 45 seconds East.

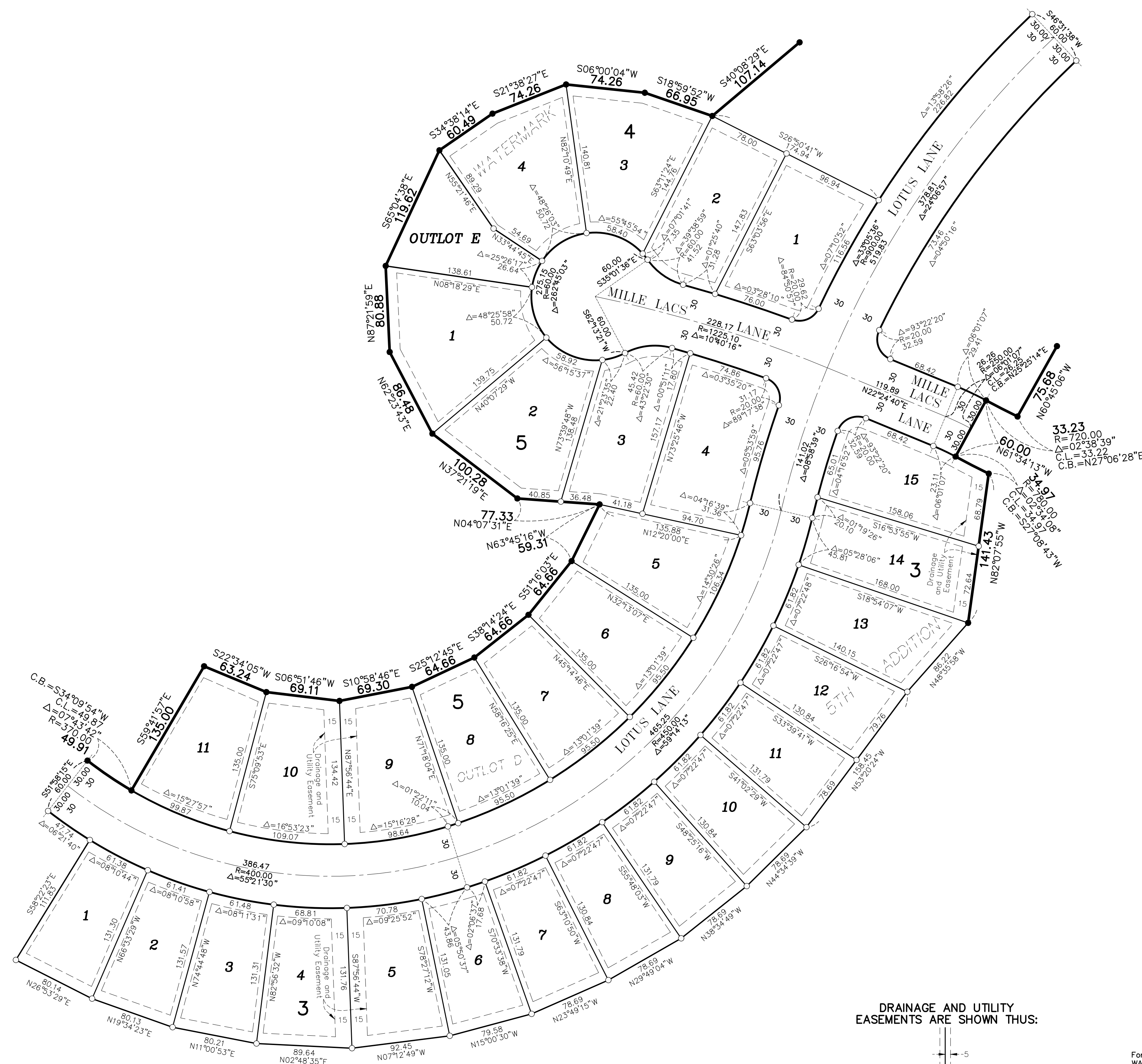
- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Found Iron Monument marked with license number 40361



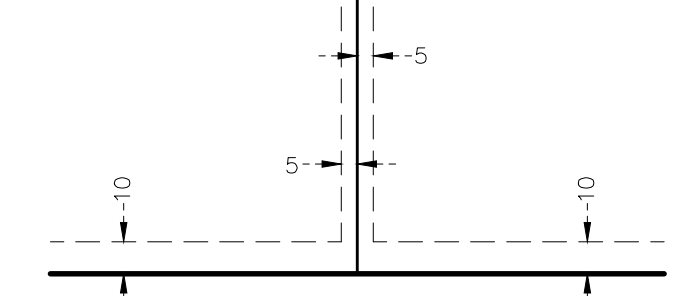


# WATERMARK 7TH ADDITION

"INSET B"



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

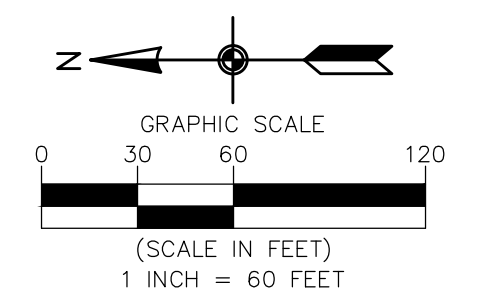


being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.

For the purposes of this plat, the North line of Outlot A, WATERMARK 6TH ADDITION is assumed to have a bearing of North 89 degrees 37 minutes 45 seconds East.

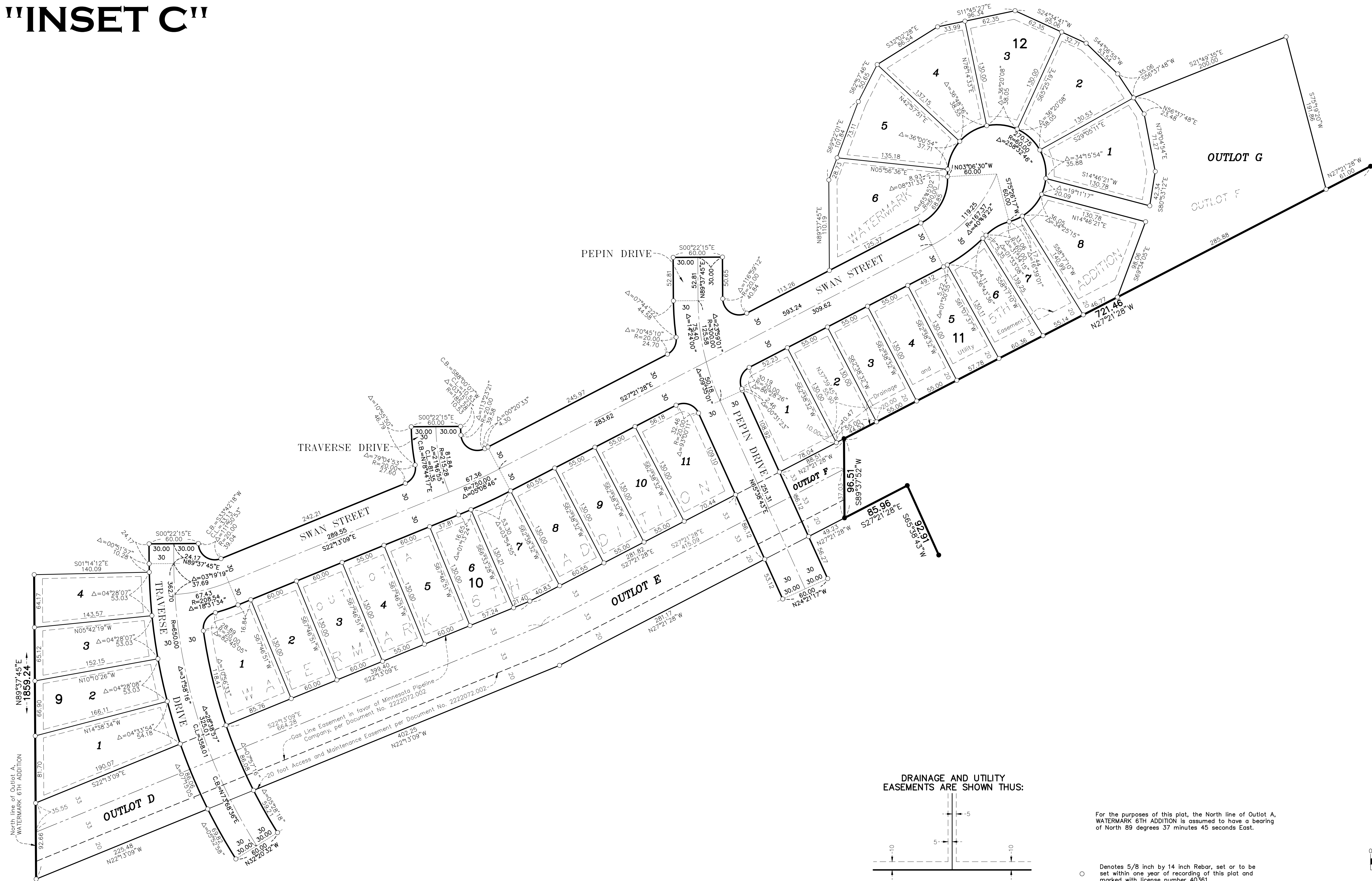
○ Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361

● Denotes Found Iron Monument marked with license number 40361

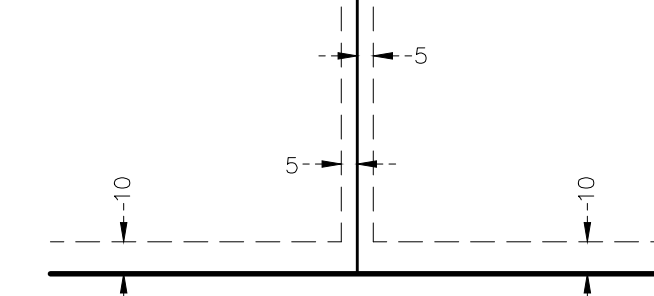


# WATERMARK 7TH ADDITION

## "INSET C"



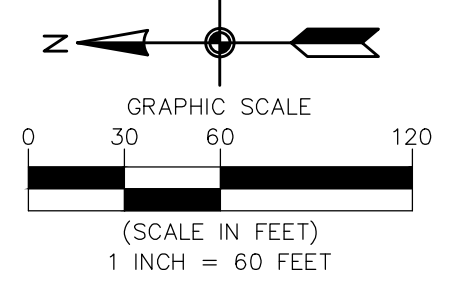
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.

For the purposes of this plat, the North line of Outlot A, WATERMARK 6TH ADDITION is assumed to have a bearing of North 89 degrees 37 minutes 45 seconds East.

- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Found Iron Monument marked with license number 40361



**CITY OF LINO LAKES  
RESOLUTION NO. 24-24**

**RESOLUTION APPROVING WATERMARK 7<sup>th</sup> ADDITION DEVELOPMENT AGREEMENT AND  
PLANNED UNIT DEVELOPMENT AGREEMENT**

**WHEREAS**, on April 8, 2024 the City Council passed Resolution No. 24-23 approving Watermark 7<sup>th</sup> Addition PUD Final Plan/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 and Planned Unit Development Agreement between U.S. Home, LLC and the City of Lino Lakes for Watermark 7<sup>th</sup> 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 8th day of April 2024.

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Rob Rafferty, Mayor

ATTEST:

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Jolleen Chaika, City Clerk

## DEVELOPMENT AGREEMENT

and

## PLANNED UNIT DEVELOPMENT AGREEMENT

### **Watermark 7<sup>th</sup> Addition**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Lino Lakes ("City"), a Minnesota municipal corporation, and U.S. Home, LLC, a Delaware limited liability company ("Developer").

1. **Subdivision.** Developer received preliminary plat approval from the City by Resolution No. 16-51 for a plat known as Watermark ("Subdivision") and amendment to preliminary plan by Resolution No. 23-77. 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 Watermark 7<sup>th</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. 24-23. The Final Plat including 106 lots 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.
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. Watermark 7<sup>th</sup> Addition Final Plat, containing 5 sheets, prepared by Carlson McCain, received February 7, 2024.
    - ii. Watermark 7<sup>th</sup> Addition Sanitary Sewer, Water Main, Storm Sewer and Street Construction plan set containing 30 sheets, dated January 26, 2024, prepared by Carlson McCain.

- iii. Watermark Grading, Development & Erosion Control Plan, containing 25 sheets, prepared by Carlson McCain, revision date January 26, 2024.
  - iv. Watermark 7<sup>th</sup> Addition Landscape Plans, containing 3 sheets, prepared Carlson McCain, revision date February 12, 2024.
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 dated January 2024.

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.
- 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.
- 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. Boulevard Tree Planting shall be the responsibility of the Developer. Developer shall confirm tree selection with City prior to ordering. City retains the right to make changes to species prior to ordering.  
  
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.
7. **Time of Performance.** The Developer shall install all required improvements enumerated in Paragraph 6 by October 31, 2025. 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.~~ Not Applicable, Lennar to install
- 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

The Park Dedication Fee for this site is calculated as follows:

<b>Watermark 7th Addition</b>	
Total # Units =	106
x Park Dedication Fee	\$3,300
= Cash in Lieu Value	\$349,800
(Trail Construction Costs)	(\$150,350)
(Land dedication value (Outlot G, Watermark 7th)	(\$39,906)
<b>TOTAL CASH FEE DUE =</b>	<b>\$159,544</b>

- 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.
- 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	\$1,737.00 Per Unit
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#### 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 unless otherwise noted by MCES.

City Sewer (CSAC)	\$1,626.00 Per SAC Unit
-------------------	-------------------------

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

- 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 \$2,496.00 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 unless otherwise noted by MCES.

City Water (CWAC) \$1,570.00 Per SAC Unit

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 Area Charges were assessed in 2021 in accordance with the Watermark Master Development Agreement. The assessments for this portion of the development are based on the payout amounts for the effected outlots as outlined in Exhibit B.

**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.** 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. Outlots A, C, D, E, and F, Watermark 7th Addition are preserved as permanent Open Space and shall be improved by the Developer in accordance with the approved plans and upon completion and acceptance by the city of such improvements, they shall be owned and maintained by a Homeowner's Association in accordance with an approved Restoration and Management Plan.
- b. A Permanent Trail Easement with exhibit covering the trail shall be recorded after the trail has been constructed.
- c. An annexation amendment to neighborhood declaration of covenants and supplemental declaration of covenants citing deed restriction shall be recorded stating lots with oversize drainage and utility easements may have limited ability to construct accessory structures.
- d. Grading and seeding per the approved RCWD Permit 20-115 shall be substantially completed in Restoration Area 2 (RA2) prior to Council approval of Watermark 8th Addition.
- e. Homeowners' Association Covenants and Restrictions
  - i. The Developer shall establish a Homeowners' Association (the "HOA") for all phases of the Development and shall submit a Master Homeowners' Association Covenants and Restrictions to the City Attorney for review. The Master Homeowners' Association Covenants and Restrictions shall,

among other matters, provide for the collection of annual dues for the HOA's maintenance obligation for the fence and noise wall, collectively, the "Buffer" within each phase of the Development, together with reasonable reserves. The Covenants and Restrictions shall provide that the City has the right to perform maintenance of the Buffer if the HOA fails to do so in compliance with applicable rules and regulations, and allow for the City to assess a lien or a Minn. Stat. Ch. 429 special assessment against the homesites for work which was to be paid for by the HOA dues. Homeowners' Association Covenants and Restrictions applicable to each phase will be submitted at the time of final plat approval of each phase, and the City shall have the right to review and to approve those portions of the Covenants and Restrictions for each Community within the Development that are required by the terms of this Agreement. Any amendments to the Homeowner's Association Covenants impairing the rights of the City shall be approved by the City Attorney. The Developer and Owner hereby waive, on their own behalves and on behalf of future owners, any procedural or substantive challenge to assessments under this section. All Covenants for the Project shall include language consistent with this section.

**20. 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

- 21. 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.

22. **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.

23. **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.

U.S. Home, LLC  
16305 36<sup>th</sup> Avenue N, Suite 600  
Plymouth, MN 55446  
Joe.Jablonski@Lennar.com

Community Development Director  
City of Lino Lakes  
600 Town Center Parkway  
Lino Lakes, MN 55014  
mgrochala@linolakes.us

DRAFT

24. **Land Use Controls - Planned Unit Development.**

Watermark is a Planned Unit Development (PUD) as approved by the City Council by Ordinance No. 04-16 and Resolution No. 16-51 and amended by Resolution No. 17-95, Resolution No. 17-133, Resolution No. 19-131, and Resolution No. 23-77.

25. **Master Development Agreement.** Watermark is governed by the terms of this Agreement, as well as the terms of the Master Development Agreement as amended between the Developer and City. The two Agreements shall be construed together, and the requirements and obligations of the Agreements are cumulative. In the event of a direct conflict between the two Agreements, the Agreement imposing the greater obligation on Developer shall govern.

DRAFT

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 \_\_\_\_\_, 2024,  
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 \_\_\_\_\_, 2024,  
by Jolleen Chaika as City Clerk of the City of Lino Lakes on behalf of said City.

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

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DRAFT

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Execution page of the Developer to the Development Agreement, dated as of the date and year first written above.

DEVELOPER

By \_\_\_\_\_  
Jon Aune  
Its Vice President

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public within and for said County, personally appeared Jon Aune, Vice President of U.S. Home, LLC. (Developer), who executed the foregoing instrument.

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

This instrument was drafted by:

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



---

**CONSENT AND SUBORDINATION – NOT APPLICABLE**

\_\_\_\_\_, 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**

DRAFT

# WATERMARK 7TH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That U.S. Home, LLC, a Delaware limited liability company, owner of the following described property:

Outlot C, Outlot D and Outlot F, WATERMARK 5TH ADDITION, Anoka County, Minnesota

and

Outlot A, WATERMARK 6TH ADDITION, Anoka County, Minnesota

Has caused the same to be surveyed and platted as WATERMARK 7TH ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said U.S. Home, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper partner this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

U.S. HOME, LLC

\_\_\_\_\_  
Jon Aune, Senior Vice President

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Jon Aune, Senior Vice President of U.S. Home, LLC, a Delaware limited liability company, on behalf of said limited partnership.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
My commission expires \_\_\_\_\_

I Thomas R. Balluff 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\_\_\_\_.

\_\_\_\_\_  
Thomas R. Balluff, Licensed Land Surveyor  
Minnesota License No. 40361

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Thomas R. Balluff, Licensed Land Surveyor.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
My commission expires \_\_\_\_\_

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

This plat of WATERMARK 7TH 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

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

By: \_\_\_\_\_, 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 505.021, 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

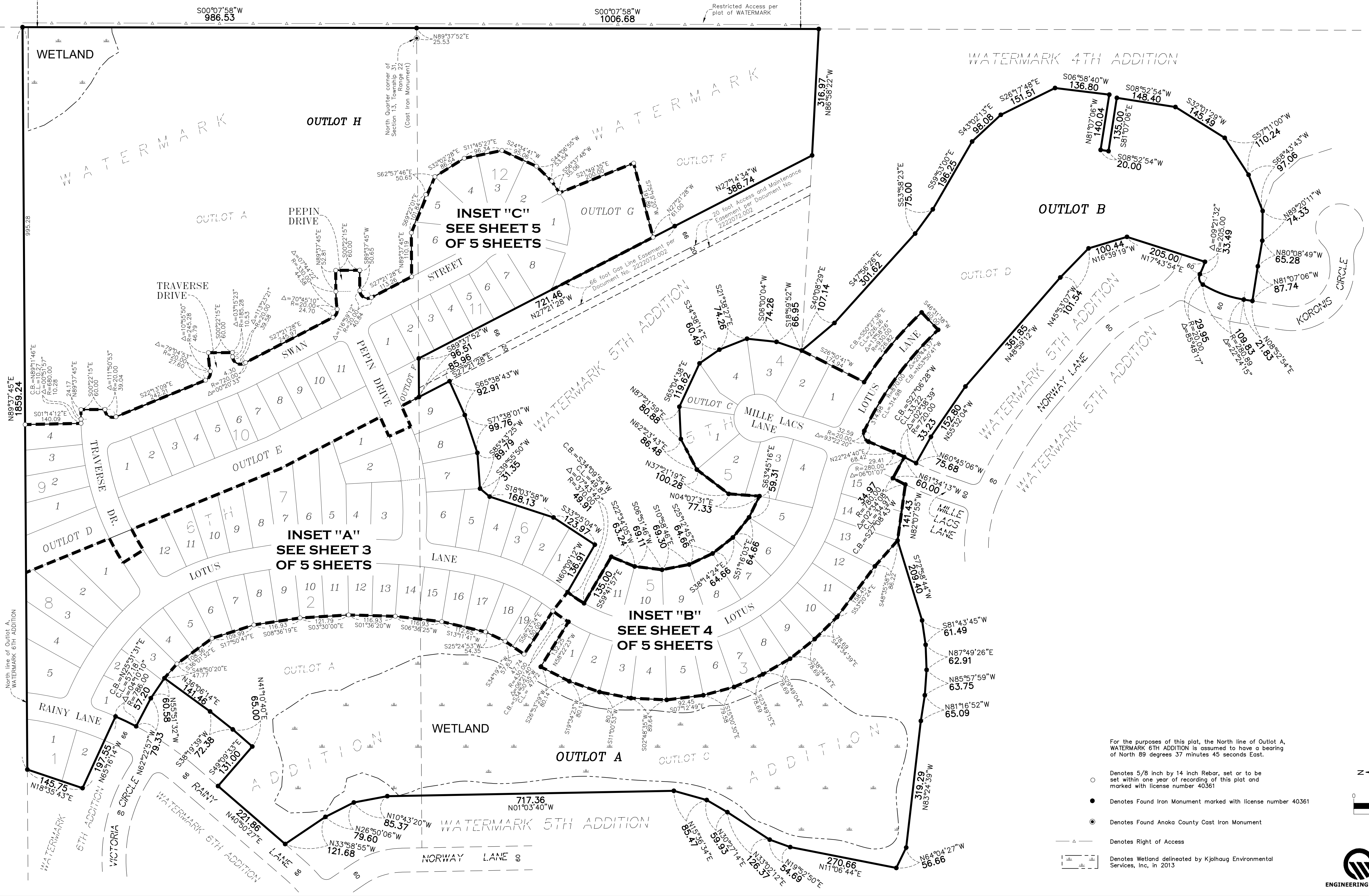
I hereby certify that this plat of WATERMARK 7TH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_ o'clock \_\_M. and was duly recorded as Document Number \_\_\_\_\_.

\_\_\_\_\_  
County Recorder/Registrar of Title

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

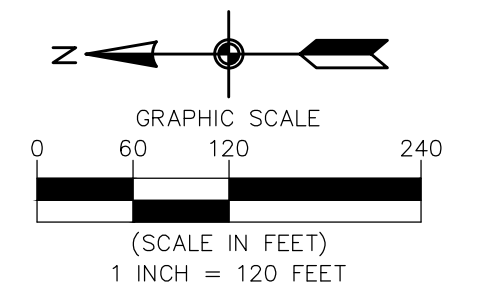
# WATERMARK 7TH ADDITION

INTERSTATE HIGHWAY 35E



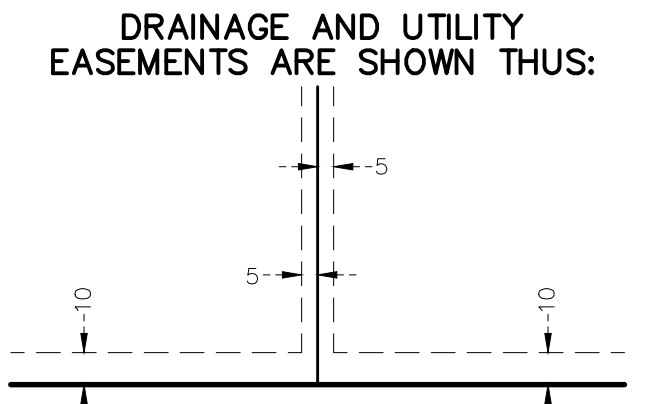
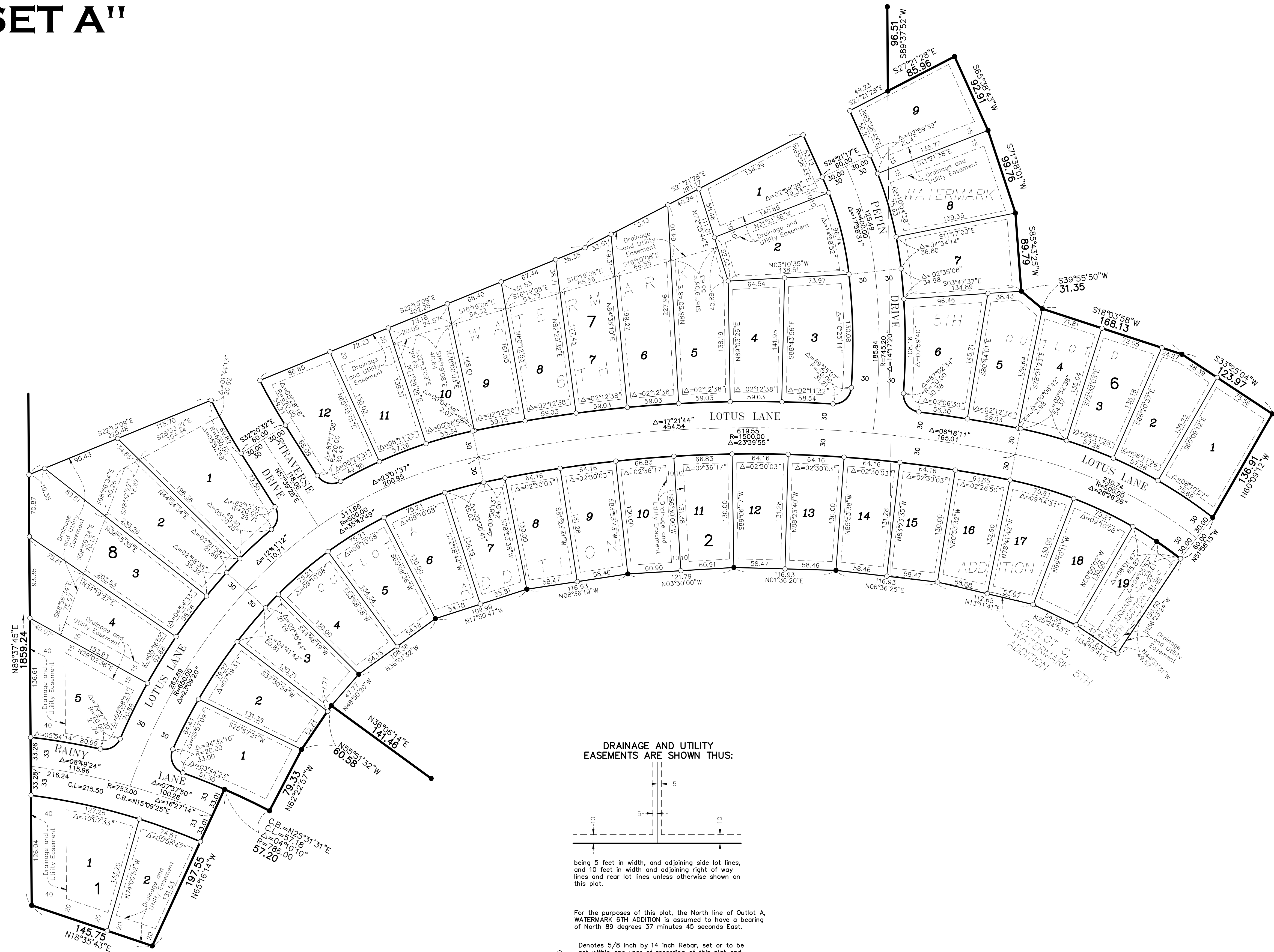
For the purposes of this plat, the North line of Outlot A, WATERMARK 6TH ADDITION is assumed to have a bearing of North 89 degrees 37 minutes 45 seconds East.

- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Found Iron Monument marked with license number 40361
- ⊙ Denotes Found Anoka County Cast Iron Monument
- △— Denotes Right of Access
- ▭ Denotes Wetland delineated by Kjolhaug Environmental Services, Inc. in 2013



# WATERMARK 7TH ADDITION

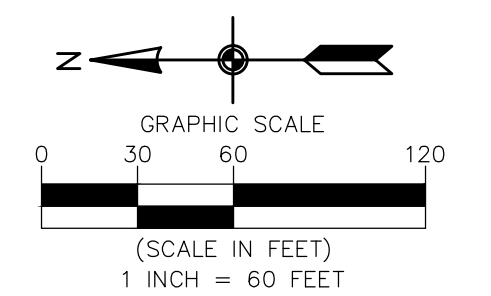
## "INSET A"



being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.

For the purposes of this plat, the North line of Outlot A, WATERMARK 6TH ADDITION is assumed to have a bearing of North 89 degrees 37 minutes 45 seconds East.

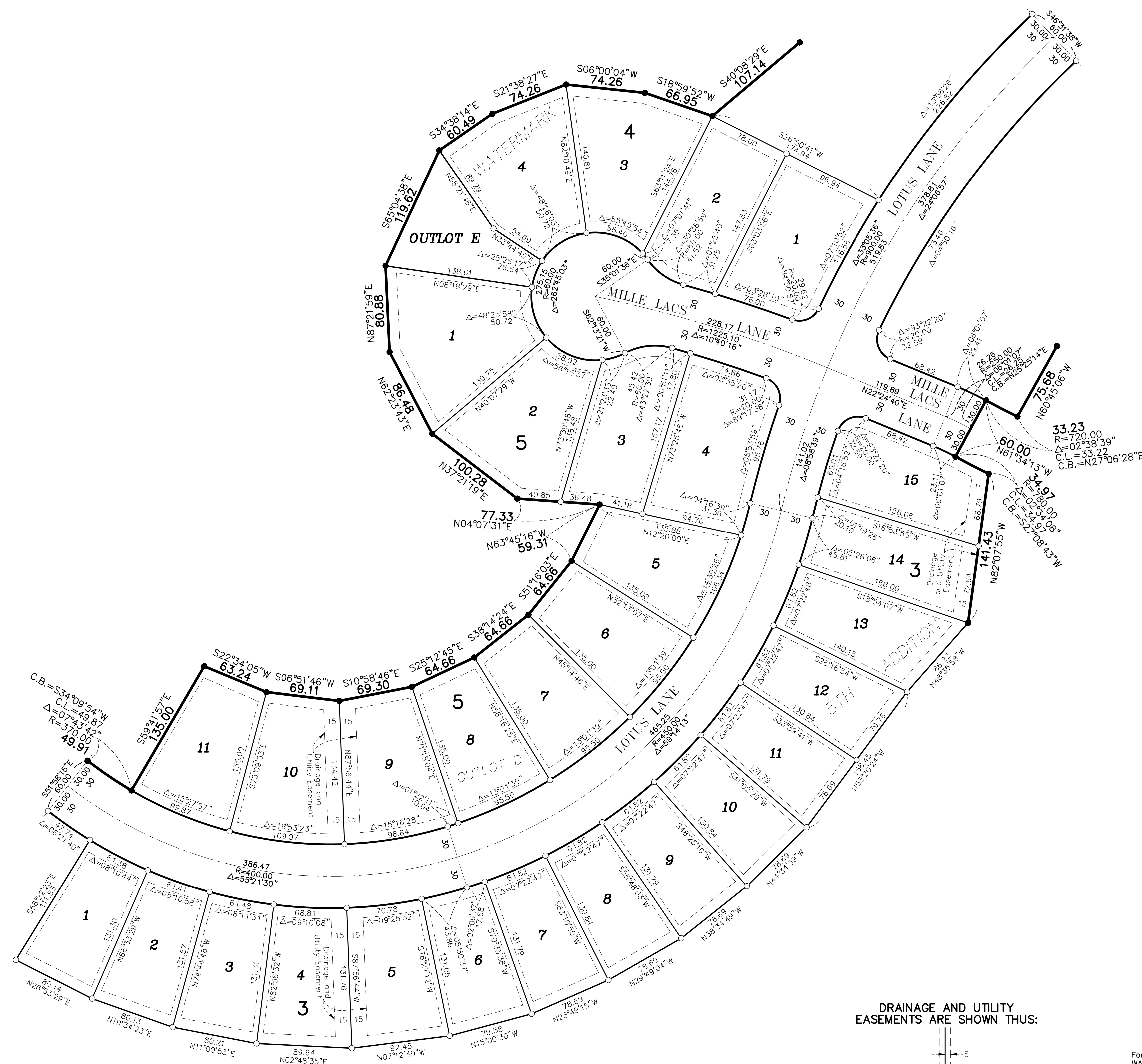
- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Found Iron Monument marked with license number 40361



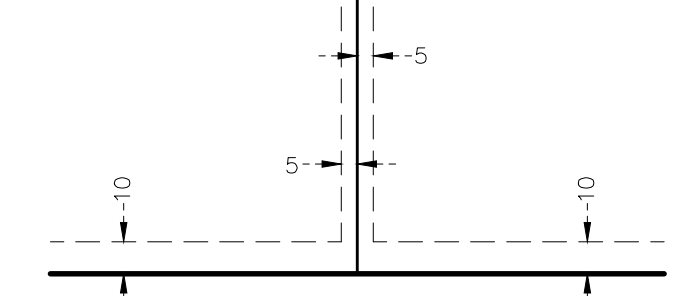


# WATERMARK 7TH ADDITION

"INSET B"



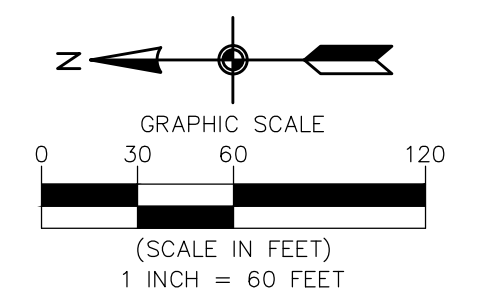
DRAINAGE AND UTILITY  
EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.

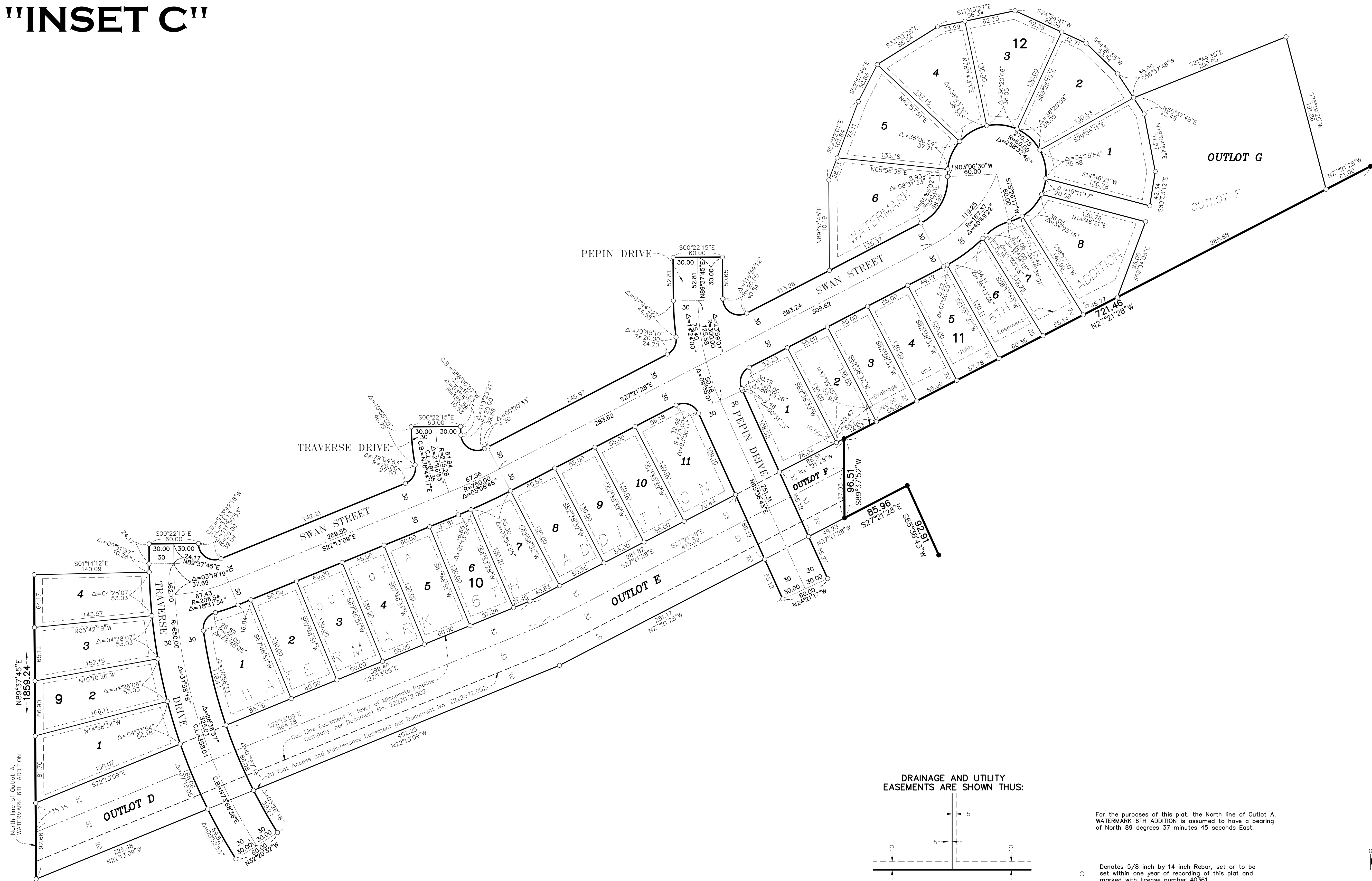
For the purposes of this plat, the North line of Outlot A, WATERMARK 6TH ADDITION is assumed to have a bearing of North 89 degrees 37 minutes 45 seconds East.

- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Found Iron Monument marked with license number 40361

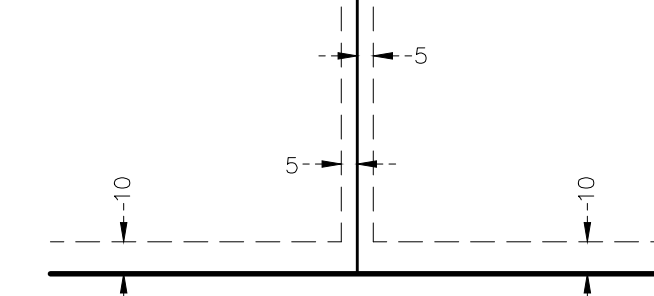


# WATERMARK 7TH ADDITION

## "INSET C"



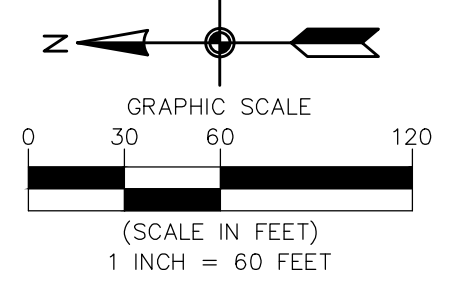
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.

For the purposes of this plat, the North line of Outlot A, WATERMARK 6TH ADDITION is assumed to have a bearing of North 89 degrees 37 minutes 45 seconds East.

- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Found Iron Monument marked with license number 40361



**EXHIBIT B**

**Securities, Escrows & Fees**

DRAFT



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

PROJECT: WATERMARK 7TH ADDITION	NUMBER OF REU's:	106
APPLICANT: US HOME CORPORATION	NO. OF LOT FRONTAGE:	N/A
	AREA (ACRES):	89.7 Area minus ponds

<b>IMPROVEMENTS</b>	<b>COST</b>	<b>NOTES</b>
<u><b>DEVELOPER IMPROVEMENT COSTS (Public)</b></u>		
SITE GRADING	\$0	Completed with previous phase
EROSION CONTROL	\$0	Installed with previous phase
LANDSCAPING	\$173,650	
TRAIL	\$150,350	
STREETS	\$1,934,480	Include street signs
STORM SEWER CONST.	\$867,638	
SANITARY SEWER CONST.	\$708,595	
WATERMAIN CONST.	\$1,091,757	
ENGINEERING & SURVEYING	\$50,000	
	<u>Total</u>	
	<u>\$4,976,470</u>	
Letter of Credit Amount X 150%	\$7,464,705	
<u><b>ESCROW for CITY'S COSTS</b></u>		
PLANNING/ REVIEW	\$0	Short Term Deficit
ADMINISTRATION	\$149,300	3% of Off Site construction
ENGINEER PLAN REVIEW	\$3,000	
ENGINEER CONSTRUCTION SERVICES	\$159,250	
PROJECT FINAL DOCUMENTS & CITY ENGINEER	\$5,000	
STREET LIGHT INSTALLATION	\$36,000	(0 lights) \$3,000/Light
STREET & STORMWATER MAINTENANCE	\$3,500	
PROPERTY TAXES	\$0	If final plat between July 1 and Dec. 31
BOULEVARD TREE PLANTING	\$0	Lennar installing
	<u>Total</u>	
	<u>\$356,050</u>	
<u><b>DEVELOPMENT FEES</b></u>		
PARK DEDICATION	\$349,800	\$3,300/res unit: \$2,600/CII per ac
PARK DEDICATION CREDIT	(\$190,256)	
Subtotal Park Dedication Fee	\$159,544	
AUAR	\$26,901	\$300/acre
GIS MAPPING FEE	\$9,540	\$90/Lot
STREET LIGHTING OPERATION	\$1,440	(0 lights) \$120/Light
	<u>Total</u>	
	<u>\$197,425</u>	
TRUNK SANITARY SEWER		
TRUNK CHARGE PER (ACRE OR UNIT)	\$184,122	
AVAILABILITY CHARGE PER SAC UNIT	\$172,356	
TRUNK SANITARY SEWER CREDIT	(\$204,841)	
TRUNK WATERMAIN		
TRUNK CHARGE PER (ACRE OR UNIT)	\$264,576	
AVAILABILITY CHARGE PER SAC UNIT	\$166,420	
TRUNK WATERMAIN CREDIT	(\$290,440)	
TOTAL TRUNK SEWER & WATER FEES	<u>\$292,193</u>	
SURFACE WATER MANAGEMENT	\$248,909	BASES ON ASSESSMENT PAYOUT
SURFACE WATER MANAGEMENT CREDIT	\$0	
TOTAL SURFACE WATER MANAGEMENT FEES	<u>\$248,909</u>	

**SUMMARY OF SECURITIES, ESCROW & FEES**

SECURITY: DEVELOPER IMP'MENT COSTS	\$7,464,705	
ESCROW FOR CITY COSTS	\$356,050	
DEVELOPMENT FEES	\$446,334	Include surfacewater
TRUNK FEES	\$292,193	

**CITY OF LINO LAKES  
RESOLUTION NO. 24-25**

**RESOLUTION APPROVING WATERMARK 7<sup>TH</sup> ADDITION  
OPEN SPACE EASEMENT AGREEMENT**

**WHEREAS**, on December 10, 2018 the City Council passed Resolution No. 18-144 approving the Watermark Master Development Agreement; and

**WHEREAS**, Section 7.2 of the Master Development Agreement requires an Open Space Easement; and

**WHEREAS**, this Open Space Easement covers the following outlots:

- Outlots A, C, D, E, and F, Watermark 7<sup>th</sup> Addition; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lino Lakes approves the Open Space Easement Agreement between U.S. Home, LLC and the City of Lino Lakes 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 8<sup>th</sup> day of April 2024.

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

ATTEST:

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

## OPEN SPACE EASEMENT AGREEMENT

THIS OPEN SPACE EASEMENT AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between U.S. Home, LLC, a Delaware limited liability company (“Grantor”) and the City of Lino Lakes, a municipal corporation under the laws of Minnesota (“Grantee”).

### Recitals

A. Grantor is the fee owner of the following described property in Anoka County, Minnesota (the "Property") as shown on attached Exhibit A:

Outlots A, C, D, E, and F, WATERMARK 7<sup>th</sup> ADDITION, according to the recorded plats thereof.

B. Pursuant to Section 7.2 of that certain Master Development Agreement (the “Development Contract”) by and between Grantor and Grantee, dated on or about the date hereof, Grantor is required to grant to Grantee an open space easement over portions of the Property.

C. Grantor desires to fulfill its obligations under the Development Contract with respect to the obligations set forth in Section 7.2 thereof, and therefore, for good and valuable consideration, Grantee and Grantor hereby agree on the terms and conditions set forth herein.

### Terms of Agreement

1. Grant of Open Space Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, the Grantor grants and conveys to the Grantee an open space easement (the “Easement”) over the Property owned by Grantor described as follows (“Easement Area”):

Over, across, through, and upon all of Outlots A, C, D, E, and F, Watermark 7<sup>th</sup> Addition

2. Scope of Easement; Confinement; Exceptions.

2.1 The easement includes the right of the Grantee, its contractors, agents, and employees to enter upon said Easement Area at all reasonable times for all purposes as set forth in the Development Contract, including but not limited to the right of Grantee to utilize the Easement Area in a manner consistent with Exhibit D of the Development Contract.

2.2 Notwithstanding anything to the contrary in this Agreement, the Easement granted herein (i) shall not encumber any portion of the Property that is intended to and ultimately does contain improvements, such as roads, trails, parks, sidewalks or other improvements, as authorized or contemplated by the Development Contract or any Development Agreement for separate phases of the Property, and (ii) shall not prohibit Grantor from grading or performing construction or development work or staging activities on portions of the Property authorized for such work pursuant to the Development Contract or any Development Agreement for separate phases of the Property.

3. Environmental Matters. Grantee undertakes no responsibility hereunder for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release of any hazardous substances, pollutants, or contaminants on or under the Easement Area occurring prior to the date of this instrument.
4. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, and their respective successors and assigns.

(The remainder of this page left blank intentionally.)



**GRANTEE  
CITY OF LINO LAKES**

By: \_\_\_\_\_  
Mayor Rob Rafferty

Attest:

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

STATE OF MINNESOTA    )  
                                  ) SS  
COUNTY OF ANOKA        )

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
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 \_\_\_\_\_, 2024,  
by Jolleen Chaika as City Clerk of the City of Lino Lakes on behalf of said City.

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

THIS INSTRUMENT DRAFTED BY:  
City of Lino Lakes  
600 Town Center Parkway  
Lino Lakes, MN 55014

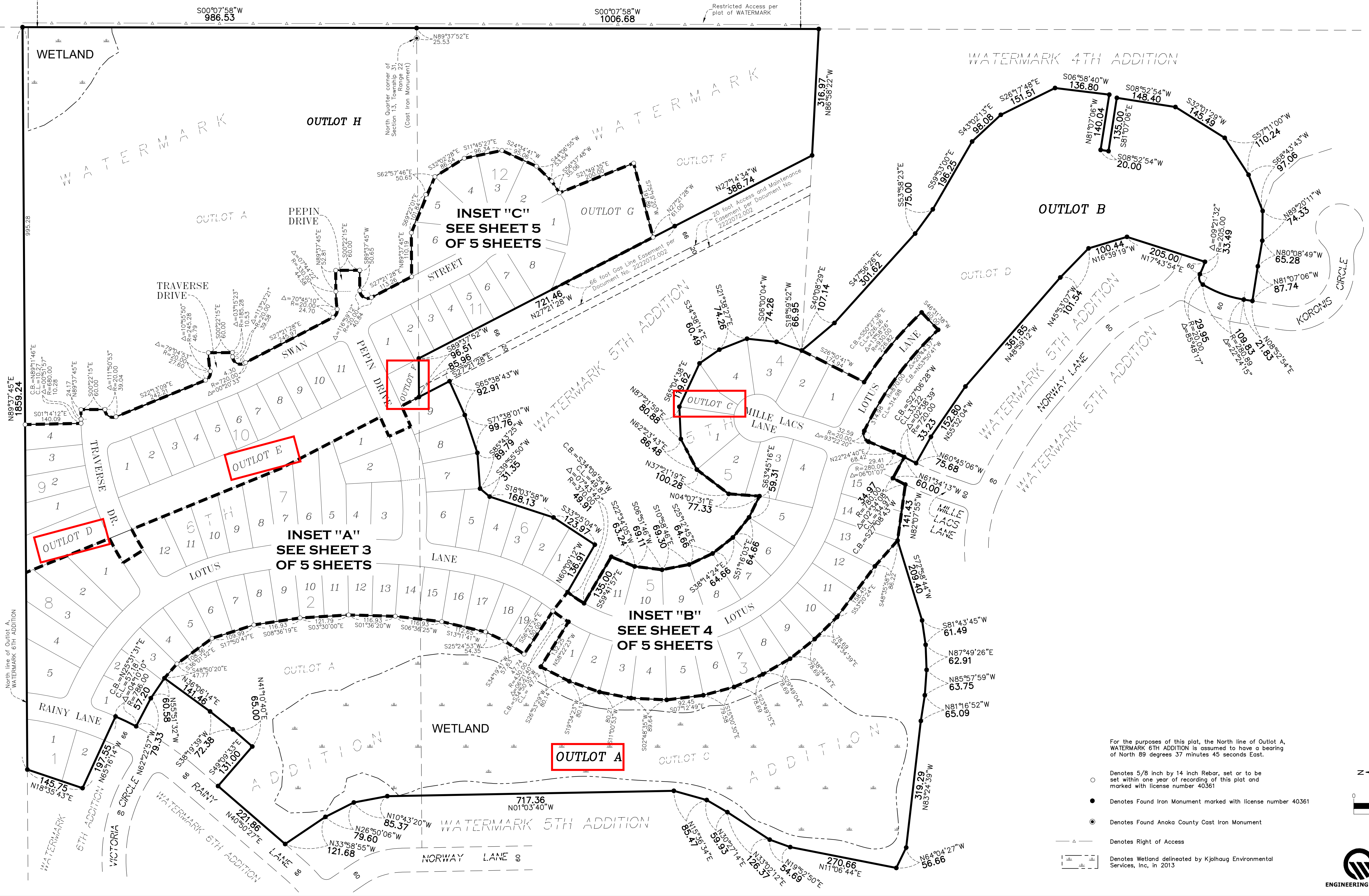
**EXHIBIT A**

**OPEN SPACE EASEMENT  
OUTLOTS A, C, D, E, and F, WATERMARK 7<sup>TH</sup> ADDITION**



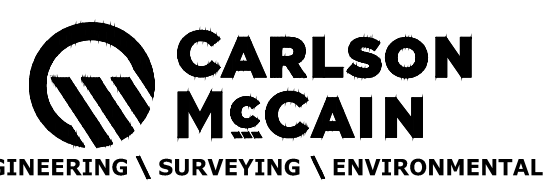
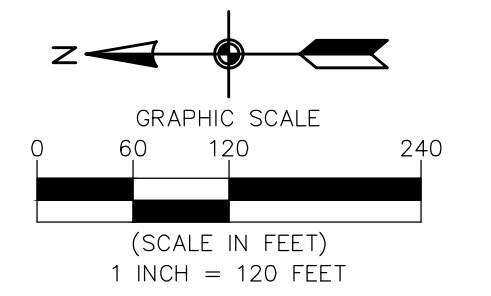
# WATERMARK 7TH ADDITION

INTERSTATE HIGHWAY 35E



For the purposes of this plat, the North line of Outlot A, WATERMARK 6TH ADDITION is assumed to have a bearing of North 89 degrees 37 minutes 45 seconds East.

- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Found Iron Monument marked with license number 40361
- ⊙ Denotes Found Anoka County Cast Iron Monument
- △— Denotes Right of Access
- ▭ Denotes Wetland delineated by Kjolhaug Environmental Services, Inc. in 2013





**CITY COUNCIL  
REGULAR MEETING STAFF REPORT  
AGENDA ITEM 6B**

**STAFF ORIGINATOR:** Michael Grochala, Community Development Director

**MEETING DATE:** April 8, 2024

**TOPIC:** Consider Resolution No. 24-29 Approving Amendment to the CSAH 49/CR J Reconstruction Project Joint Powers Agreement with Anoka County

**VOTE REQUIRED:** 3/5

---

**INTRODUCTION**

Staff is requesting council approval to amend the Joint Powers Agreement (JPA) with Anoka County for the CSAH 49/CR J Reconstruction Project.

**BACKGROUND**

The City entered into a Joint Powers Agreement (JPA) for the CSAH 49/County Road J improvement project, with Anoka County, in September of 2022. The City's total estimated project share was \$871,235.19. That amount did not include street light and landscaping which was added to the project. Additionally, the City will have a share of the right-of-way acquisition for Sanders Automotive property.

Bids were recently opened and the total estimated project cost is \$3,642,432.04, which is under the original engineers estimate. The City's estimated share has been updated as follows:

Construction:	\$693,758.91
Construction Engineering:	\$ 55,500.71
ROW Acquisition:	\$176,666.67
 Subtotal	 \$955,926.30

With the application of Federal funds, awarded for the project, the amount due directly to Anoka County is \$370,919.16.

The City is directly responsible for other components of the project including:

Contamination Removal:	\$ 11,467	Estimate
Street lighting:	\$250,000	Estimate
RAB Landscaping:	\$ 50,000	Estimate
Trail & Easement	\$ 40,000	Estimate
Eng/legal/Admin	\$ 50,000	Estimate
 Subtotal:	 \$401,467	

Estimated City Total Project Cost: \$772,386

The project is funded through a combination of developer contributions (\$698,000) and municipal state aid street funds (\$74,386).

### **RECOMMENDATION**

Staff is recommending approval of Resolution No. 24-29

### **ATTACHMENTS**

1. Resolution No. 24-29
2. JPA

**CITY OF LINO LAKES  
RESOLUTION NO. 24-29**

**APPROVING AMENDMENT NO. 1 TO THE JOINT POWERS AGREEMENT FOR  
IMPROVEMENTS AT THE INTERSECTION OF ANOKA COUNTY CSAH 49 AND ANOKA  
COUNTY CSAH 32/RAMSEY COUNTY CSAH 1 IN THE CITIES OF LINO LAKES, MN AND  
SHOREVIEW, MN**

**WHEREAS**, Anoka County and the City of Lino Lakes entered into a Joint Powers Agreement to reconstruct the intersection of County State Aid Highway 49 (Hodgson Road), hereinafter referred to as CSAH 49, and Anoka County State Aid Highway 32 (Ash Street)/Ramsey County State Aid Highway 1 (County Road J), hereinafter referred to as CSAH 32/CSAH 1, and,

**WHEREAS**, the parties agree that it is in their best interest to amend the original JPA, to update certain changes in the project and cost share arrangements; and

**NOW, THEREFORE BE IT RESOLVED** by The City Council of Lino Lakes, Minnesota that the amended Joint Powers Agreement with Anoka County to reconstruct the intersection of County State Aid Highway 49 (Hodgson Road), and Anoka County State Aid Highway 32 (Ash Street)/Ramsey County State Aid Highway 1 (County Road J) is hereby approved and The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

Adopted by the Council of the City of Lino Lakes this 8th day of April, 2024.

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

ATTEST:

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

**AMENDMENT NO. 1**  
**TO JOINT POWERS AGREEMENT**  
**FOR IMPROVEMENTS AT THE INTERSECTION OF**  
**ANOKA COUNTY CSAH 49 AND**  
**ANOKA COUNTY CSAH 32/RAMSEY COUNTY CSAH 1**  
**IN THE CITIES OF LINO LAKES, MN AND SHOREVIEW, MN**  
**Anoka County Project Nos. SP 002-649-003 & SP 002-632-019,**  
**Ramsey County Project Nos. SP 062-649-052 & SP 062-601-016**  
**City of Lino Lakes Project Nos. SP 210-020-012 & SP 210-020-014**

THIS AGREEMENT is made by the parties on the last date executed below, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", and the City of Lino Lakes, 600 Town Center Parkway, Lino Lakes, MN 55014, hereinafter referred to as "City".

WITNESSETH

WHEREAS, on October 11, 2022, the parties entered into a Joint Powers Agreement ("hereinafter JPA") to reconstruct the intersection of County State Aid Highway 49 (Hodgson Road), hereinafter referred to as CSAH 49, and Anoka County State Aid Highway 32 (Ash Street)/Ramsey County State Aid Highway 1 (County Road J), hereinafter referred to as CSAH 32/CSAH 1, and,

WHEREAS, the County has prepared preliminary design plans for the reconstruction of the intersection of CSAH 49 and CSAH 32/CSAH 1 in accordance with Anoka County, Ramsey County and the Minnesota Department of Transportation standards to a staff approved layout condition; and,

WHEREAS, the parties agree that it is in their best interests to amend the original JPA, in the locations identified here, to update certain changes in the project and cost share arrangements; and,

NOW, THEREFORE, THE PARTIES STIPULATE AND AGREE THAT THE JPA IS HEREBY AMENDED AS FOLLOWS:

**Certain subsections of Section II. METHOD are amended as follows:**

**RIGHT OF WAY:**

This subsection of the JPA addressing Right of Way is hereby amended to **add** the following language to the end of this provision, as follows: The parties acknowledge that, as part of this project, the County acquired in full the property and business located at 6000 Hodgson Road, Lino Lakes, formerly known as Sadler's Automotive. The cost share related to this acquisition is addressed in Section III. below.

**TRAFFIC CONTROL:**

The parties understand and agree that certain portions of CSAH 49 and CSAH 32 will be restricted to one-way traffic during construction, but access for local traffic will be maintained during construction. The parties agree and understand the cost share for traffic control for the city shall be a prorated share based on the city project cost divided by the Anoka County portion of the total project cost. This provision remains the same other than the **cost share** related to Traffic Control which has been updated and amended in Section III. below.

LANDSCAPING / STREETSCAPING:

This provision on Landscaping/Streetscaping remains the same as stated in the original JPA, with the exception of the deadline by which construction documents must be submitted to the County prior to the advertisement of bids. The date of November 1, 2022 is hereby amended to a new deadline as determined by mutual agreement of the parties.

III. COSTS

**This Section III. on Costs is hereby amended to reflect the recalculation of costs for the City's share based upon updated costs and mutual negotiations. To the extent something in this section was omitted from the original JPA, or conflicts with the original JPA, the calculations and language in this amended Section III. shall control.**

The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the "actual construction costs" and shall be so referred to herein. "Estimated construction costs" are good faith projections of the costs, which will be incurred for this project. Actual costs will vary and those will be the costs for which the relevant parties will be responsible

The estimated construction cost of the total project is \$3,642,432.04, and is shown in Exhibit "B".

Federal funds available for the Project are capped at \$3,462,038.00. The federal funds shall be split based on the ratio of eligible cost incurred by each party to the total eligible project cost. Eligible costs are the costs of items that can participate in federal funding as shown on Exhibit "B".

The City's cost participation for acquiring the property at 6000 Hodgson Road, Lino Lakes, will be one-third of the total cost of acquisition of \$530,000.00. The estimated cost to the City is \$176,666.67.

Site contamination of 6000 Hodgson Road, Lino Lakes, may be encountered when building demolition occurs. By mutual agreement of the parties, both the City and the County may negotiate cost sharing of non-federally funded site cleanup or soil correction.

The County has secured a contract with Braun Intertec for professional services related to regulated materials removal and environmental construction monitoring oversight for 6000 Hodgson Road, Lino Lakes, for an amount not to exceed \$41,467.00. The County will contribute up to \$30,000 and the City will be responsible for the remainder of the contract. The City's share of the Braun contract will be billed separately and is not part of the cost share summary below since final contract costs are not yet known.

The total estimated construction cost to the City is \$693,758.91 (including construction of storm sewer, road, and other elements, and for mobilization and fixed costs; and prior to application of federal funds available). This cost includes additional contribution associated with the Lyngblomsten development located at the northwest quadrant of the Project. After federal funding percentage is applied, the estimated cost to the City for their share of the construction items of the Project is \$138,751.78.

The City's participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$693,758.91. The estimated cost to the City for construction engineering is \$55,500.71.

In summary, the total City share of this project is \* **\$370,919.16 (see summary below).**

\* \$138,751.78 + \$55,500.71 + \$176,666.67 = **\$370,919.16.** Note: construction engineering costs are not federally eligible.

After award of the contract, the City shall pay to the County, upon written demand by the County, ninety five percent (95%) of its portion of the cost of the project estimated at \$352,373.20. Prior to billing, this estimate will be updated by the County to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to the City at the time of billing. The City's share of the cost of the project shall include only construction and construction engineering expense and does not include engineering design and administrative expenses incurred by the County.

After final completion of the project, the City's share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial ninety five percent (95%) charged will be made in the form of credit or additional charges to the City's share. The remaining five percent (5%) of the City's portion of the construction costs shall be paid at that time.

The County agrees to submit to the City for review final quantities and cost within one year of project substantial completion.

#### IX. MAINTENANCE

The JPA is hereby amended to ADD a new Section F. under IX. Maintenance as follows:

- F. Routine maintenance of the completed storm sewer (except catch basins and catch basin leads as shown in Exhibit "B-1"), including cleaning, inspection, and removal of blockages, shall be the sole obligation of the City. Long-term maintenance, including replacement of any storm sewer infrastructure (excluding pond inlets, outlets or outlet control structures), shall be the responsibility of the County. All maintenance of detention basins (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City, with the understanding that the City of Lino Lakes may allocate a portion of these maintenance activities to the City of Shoreview via separate agreement.

The JPA is hereby amended to MODIFY Section D. under IX. Maintenance as follows:

- D. Maintenance of the streetlights (excluding the decorative lighting installed by the City) and cost of electrical power to the streetlights (excluding the decorative lighting installed by the City) shall be the sole obligation of the Counties. The Counties shall allocate responsibilities for long-term maintenance and replacement of the complete street light system including items such as: poles, fixtures, luminaires, and control cabinets.

Maintenance and cost of electrical power to the decorative lighting installed by the City shall be the sole obligation of the City. Neither Anoka nor Ramsey County are responsible for these items.

**All other provisions of the original JPA, not modified by the amendments herein, shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties to this Amendment have hereunto set their hands on the dates written below:

**COUNTY OF ANOKA**

**CITY OF LINO LAKES**

By: \_\_\_\_\_  
Dee Guthman  
County Administrator

By: \_\_\_\_\_  
Rob Rafferty  
Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jolleen Chaika  
City Clerk

Dated: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Joseph J. MacPherson, P.E.  
Transportation Division Manager

**APPROVED AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_  
Christine V. Carney  
Assistant County Attorney

**EXHIBIT "B"**

*Cost Distribution Spreadsheet and Map*



# EXHIBIT "B"

ITEM DESCRIPTION	UNIT	TOTAL PROJECT QUANTITIES ESTIMATED	LOW BID TOTALS		FEDERAL PARTICIPATING																	
					ANOKA COUNTY				RAMSEY COUNTY				SHOREVIEW				LINO LAKES				STORM SEWER	
					SP 002-632-019 CR J		SP 002-649-003 Hodgson		SP 062-601-016 CR J		SP 062-649-052 Hodgson		SP 167-020-029 Hodgson		SP 167-020-030 CR J		SP 210-020-012 Hodgson		SP 210-020-014 CR J		PROTECT (15)	
ESTIMATED QUANTITIES	COST	ESTIMATED QUANTITIES	COST	ESTIMATED QUANTITIES	COST	ESTIMATED QUANTITIES	COST	ESTIMATED QUANTITIES	COST	ESTIMATED QUANTITIES	COST	ESTIMATED QUANTITIES	COST	ESTIMATED QUANTITIES	COST	ESTIMATED QUANTITIES	COST	ESTIMATED QUANTITIES	COST			
MOBILIZATION	LUMP SUM	1.00	\$209,500.00	\$209,500.00	0.17	\$35,615.00	0.15	\$31,425.00	0.17	\$35,615.00	0.14	\$29,330.00	0.01	\$2,095.00	0.01	\$2,095.00	0.13	\$27,335.00	0.06	\$12,570.00	0.16	\$33,520.00
FIELD OFFICE	EACH	1.00	\$71,200.00	\$71,200.00	0.17	\$12,104.00	0.15	\$10,680.00	0.17	\$12,104.00	0.14	\$9,968.00	0.01	\$712.00	0.01	\$712.00	0.13	\$9,256.00	0.06	\$4,272.00	0.16	\$11,392.00
GRUBBING	(1) ACRE	0.2	\$10,300.00	\$2,060.00	0.2	\$2,060.00																
GRUBBING	(1) ACRE	39	\$309.00	\$12,051.00	15	\$4,635.00	15	\$4,635.00	9	\$2,781.00												
PAVEMENT MARKING REMOVAL	LIN FT	17526	\$0.88	\$13,865.28	4299	\$3,783.12	3799	\$3,343.12	3959	\$3,483.92	3699	\$3,255.12										
BUILDING REMOVAL	LUMP SUM	1	\$80,300.00	\$80,300.00	1	\$80,300.00																
REMOVE PIPE APRON	EACH	4	\$267.00	\$1,068.00			1	\$267.00	3	\$801.00												
REMOVE UNDERGROUND TANK	EACH	1	\$0.01	\$0.01			0.34	\$0.00	0.33	\$0.00							0.33	\$0.00				
REMOVE LIGHTING UNIT	EACH	3	\$1,050.00	\$3,150.00			1	\$1,050.00	1	\$1,050.00												
REMOVE DRAINAGE STRUCTURE	EACH	9	\$371.00	\$3,339.00	3	\$1,113.00			3	\$1,113.00												
REMOVE SIGN	EACH	26	\$25.80	\$670.80	5	\$129.00	4	\$103.20	9	\$232.20	8	\$206.40										
REMOVE SIGN TYPE SPECIAL	EACH	1	\$25.80	\$25.80			1	\$25.80														
REMOVE SIGNAL SYSTEM	EACH	1	\$28,000.00	\$28,000.00	0.25	\$7,000.00	0.25	\$7,000.00	0.25	\$7,000.00							0.25	\$7,000.00				
REMOVE MAIL BOX SUPPORT	EACH	5	\$77.30	\$386.50	1	\$154.60	2	\$154.60	2	\$154.60												
SALVAGE SIGN	EACH	9	\$25.80	\$232.20	2	\$51.60	1	\$25.80	3	\$77.40	3	\$77.40										
SALVAGE SIGN TYPE SPECIAL	EACH	6	\$25.80	\$154.80			3	\$77.40	3	\$77.40												
SALVAGE MAIL BOX SUPPORT	EACH	14	\$77.30	\$1,082.20	5	\$386.50	1	\$77.30	8	\$618.40												
SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	127	\$5.15	\$654.05	85	\$437.75			42	\$216.30												
SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	959	\$1.80	\$1,726.20	277	\$498.60	142	\$255.60	342	\$615.60	198	\$356.40										
REMOVE SEWER PIPE (STORM)	LIN FT	526	\$10.50	\$5,523.00	254	\$2,667.00	69	\$724.50	203	\$2,131.50												
REMOVE CURB & GUTTER	LIN FT	3613	\$2.95	\$10,658.35	1487	\$4,386.65	158	\$466.10	1404	\$4,141.80	564	\$1,663.80										
REMOVE FENCE	LIN FT	62	\$32.80	\$2,033.60	62	\$2,033.60			9	\$295.20												
REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	356	\$11.90	\$4,236.40	201	\$2,391.90	146	\$1,737.40	12	\$107.10												
REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	619	\$10.50	\$6,499.50	261	\$2,740.50	203	\$2,131.50	143	\$1,501.50	9	\$126.00										
REMOVE BITUMINOUS PAVEMENT	SQ YD	21921	\$0.97	\$21,263.37	5565	\$5,398.05	7468	\$7,243.96	5566	\$5,399.02	3322	\$3,222.34										
REMOVE BITUMINOUS WALK	SQ FT	14045	\$0.57	\$8,005.65	258	\$147.06	329	\$187.53	6297	\$3,589.29	7161	\$4,081.77										
REMOVE CONCRETE WALK	SQ FT	1067	\$1.10	\$1,173.70	136	\$149.60	136	\$149.60	362	\$398.20	433	\$476.30										
SALVAGE MAIL BOX	EACH	14	\$20.60	\$288.40	5	\$103.00	3	\$61.80	6	\$123.60	1524	\$1,524.00										
EXCAVATION - COMMON	(P) CU YD	12527	\$16.40	\$205,442.80	2423	\$39,737.20	6157	\$100,974.80	2423	\$39,737.20	1524	\$24,993.60										
EXCAVATION - SUBGRADE	(P) CU YD	619	\$13.35	\$8,268.15	285	\$3,818.30	4118	\$54,753.30	285	\$3,818.30	1410	\$18,735.00										
EXCAVATION - CHANNEL AND POND	(P) CU YD	2666	\$15.30	\$40,789.80																		
SELECT GRANULAR EMBANKMENT (CV)	(P) CU YD	10250	\$2.55	\$26,137.50	2285	\$5,826.75	4209	\$10,732.95	2285	\$5,826.75	1471	\$3,751.05										
COMMON EMBANKMENT (CV)	(P) CU YD	3989	\$21.60	\$86,162.40	662	\$14,299.20	1264	\$27,302.40	662	\$14,299.20	1401	\$30,261.60										
DEWATERING	LUMP SUM	1	\$12,500.00	\$12,500.00	0.17	\$2,125.00	0.15	\$1,875.00	0.17	\$2,125.00	0.14	\$1,750.00	0.01	\$125.00	0.01	\$125.00	0.13	\$1,625.00	0.06	\$750.00	0.16	\$2,000.00
CONTAMINATED DEWATERING	LUMP SUM	1	\$36,600.00	\$36,600.00			0.34	\$12,444.00	0.33	\$12,078.00												
STOCKPILE CONTAMINATED SOIL	CU YD	705	\$32.00	\$22,560.00			235	\$7,520.00	235	\$7,520.00												
HAIL & DISPOSE OF CONTAMINATED MATERIAL	TON	1269	\$37.90	\$48,095.10			423	\$16,031.70	423	\$16,031.70												
AGGREGATE SURFACING (CV) CLASS 2	CU YD	41	\$108.00	\$4,428.00	10	\$1,080.00	31	\$3,348.00														
AGGREGATE SURFACING (CV) CLASS 2 (DRIVEWAY)	CU YD	6	\$145.00	\$870.00	6	\$870.00																
DOZER	DOZER	40	\$206.00	\$8,240.00	10	\$2,060.00	10	\$2,060.00	10	\$2,060.00												
STREET SWEEPER (WITH PICKUP BROOM)	(4) HOUR	40	\$175.00	\$7,000.00	10	\$1,750.00	10	\$1,750.00	10	\$1,750.00												
1.5" CU YD BACKHOE	(3) HOUR	40	\$191.00	\$7,640.00	10	\$1,910.00	10	\$1,910.00	10	\$1,910.00												
WATER	(15) M GALLON	150	\$55.80	\$8,370.00	38	\$2,124.00	38	\$2,124.00	37	\$2,064.60												
AGGREGATE BASE (CV) CLASS 5	CU YD	5273	\$20.50	\$108,096.50	1047	\$21,463.50	1262	\$25,871.00	956	\$19,598.00	651	\$13,345.50	29	\$594.50	55	\$1,127.50	943	\$19,331.50	330	\$6,765.00		
AGGREGATE BASE (CV) CLASS 5 (DRIVEWAYS)	(13) CU YD	103	\$58.20	\$5,994.60	42	\$2,444.40	37	\$2,154.00														
CONCRETE PAVEMENT 7.0"	SQ YD	1362	\$115.00	\$156,630.00	227	\$26,105.00	227	\$26,105.00	227	\$26,105.00												
CONCRETE PAVEMENT 7.0" SPECIAL 1	(6) SQ YD	321	\$149.00	\$47,829.00	54	\$8,046.00	54	\$8,046.00	53	\$7,897.00												
CONCRETE PAVEMENT 7.0" SPECIAL 2	(6) SQ YD	426	\$138.00	\$58,788.00	71	\$9,798.00	71	\$9,798.00	71	\$9,798.00												
DRILL & GROUT REINFORCING BARS (SPOUT COATED)	EACH	246	\$13.40	\$3,296.40	3	\$31.20	119	\$1,592.80	49	\$509.60												
BITUMINOUS MATERIAL FOR TACK COAT	GALLON	4005	\$5.10	\$20,525.50	387	\$1,997.70	392	\$2,012.40	282	\$1,451.40												
TYPE SP 9.5 WEARING COURSE MIX (2,B)	(8) TON	451	\$116.00	\$52,316.00			119	\$13,804.00	91	\$10,556.00	8	\$928.00	41	\$4,756.00	125	\$14,500.00	67	\$7,772.00				
TYPE SP 9.5 WEARING COURSE MIX (3,C) (DRIVEWAY)	TON	57	\$220.00	\$12,540.00	6	\$1,320.00	32	\$7,040.00	19	\$4,180.00												
TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	2264	\$77.00	\$174,328.00	438	\$33,726.00	442	\$34,034.00	481	\$37,037.00	319	\$24,563.00										
TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	4525	\$84.90	\$384,172.50	874	\$74,202.60	884	\$75,051.60	962	\$81,673.80	638	\$54,166.20										
FILTER MEDIA SPECIAL	CU YD	637	\$69.40	\$44,207.80																		
15" RC PIPE APRON	EACH	1	\$3,240.00	\$3,240.00																		
18" RC PIPE APRON	EACH	2	\$3,660.00	\$7,320.00																		
21" RC PIPE APRON	EACH	1	\$4,290.00	\$4,290.00																		
24" RC PIPE APRON	EACH	2	\$4,710.00	\$9,420.00																		
6" PERI PE PIPE DRAIN	LIN FT	653	\$13.80	\$9,011.40																		
6" PVC PIPE DRAIN CLEANOUT	EACH	6	\$443.00	\$2,658.00			1416	\$11,682.00	1563	\$12,												

# EXHIBIT "B"

ITEM DESCRIPTION	UNIT	TOTAL PROJECT QUANTITIES ESTIMATED	LOW BID TOTALS		FEDERAL PARTICIPATING																	
					ANOKA COUNTY				RAMSEY COUNTY				SHOREVIEW				LINO LAKES				STORM SEWER PROTECT (15)	
					SP 002-632-019 CR J		SP 002-649-003 Hodgson		SP 062-601-016 CR J		SP 062-649-052 Hodgson		SP 167-020-029 Hodgson		SP 167-020-030 CR J		SP 210-020-012 Hodgson		SP 210-020-014 CR J		ESTIMATED QUANTITIES	COST
4" SOLID LINE PAINT (11)	LIN FT	9390	50.42	\$3,943.80	2348	\$986.16	2347	\$985.74	2348	\$986.16	2347	\$985.74	2347	\$985.74	2347	\$985.74						
4" SOLID LINE MULTI COMP (11)	LIN FT	12147	50.84	\$10,203.48	3993	\$3,354.12	3434	\$2,884.56	3186	\$2,676.24	1534	\$1,288.56										
4" BROKEN LINE MULTI COMP (11)	LIN FT	320	50.84	\$268.80	110	\$92.40	100	\$84.00	110	\$92.40												
4" DBLE SOLID LINE MULTI COMP (11)	LIN FT	3926	\$1.65	\$6,477.90	826	\$1,362.90	1627	\$2,684.55	826	\$1,362.90	647	\$1,067.55										
24" SOLID LINE PREF THERMO (11)	LIN FT	552	\$19.90	\$10,984.80	95	\$1,890.40	196	\$3,900.40	95	\$1,890.40	166	\$3,303.40										
4" SOLID LINE PREF TAPE GR IN (WR) CONT (11)	LIN FT	1695	\$13.60	\$23,052.00	400	\$5,440.00	399	\$5,426.40	449	\$6,106.40	447	\$6,079.20										
8" DOTTED LINE PREF TAPE GR IN (WR) CONT (11)	LIN FT	30	\$47.10	\$1,413.00	8	\$376.80	7	\$329.70	8	\$376.80	7	\$329.70										
PAVT MSSG PREF TAPE GR IN (WR) CONT	SQ FT	361	\$52.30	\$18,880.30	109	\$5,700.70	78	\$4,079.40	102	\$5,334.60	72	\$3,765.60										
CROSSWALK PREF THERMO GR IN	SQ FT	696	\$15.00	\$10,440.00	360	\$5,400.00			120	\$1,800.00	216	\$3,240.00										
CROSSWALK PREF TAPE GR IN (WR) CONT	SQ FT	576	\$25.10	\$14,457.60					132	\$3,313.20	132	\$3,313.20										
<b>BASE BID TOTAL:</b>			<b>\$ 3,642,432.04</b>		<b>\$ 589,606.70</b>		<b>\$ 586,094.57</b>		<b>\$ 626,460.84</b>		<b>\$ 514,243.22</b>		<b>\$ 36,131.20</b>		<b>\$ 32,549.00</b>		<b>\$ 453,607.05</b>		<b>\$ 210,489.35</b>		<b>\$ 593,250.10</b>	

<b>PRORATING</b>	1.00	\$3,293,942.04	0.17	\$ 530,363.40	0.15	\$ 533,821.07	0.17	\$ 567,217.54	0.14	\$ 465,454.62	0.01	\$ 32,646.30	0.01	\$ 29,064.10	0.13	\$ 408,303.35	0.06	\$ 189,579.95	0.16	\$ 537,491.70
				\$546,306.15		\$546,286.57		\$579,106.04		\$473,329.62					\$419,223.60		\$193,171.70		\$558,411.70	

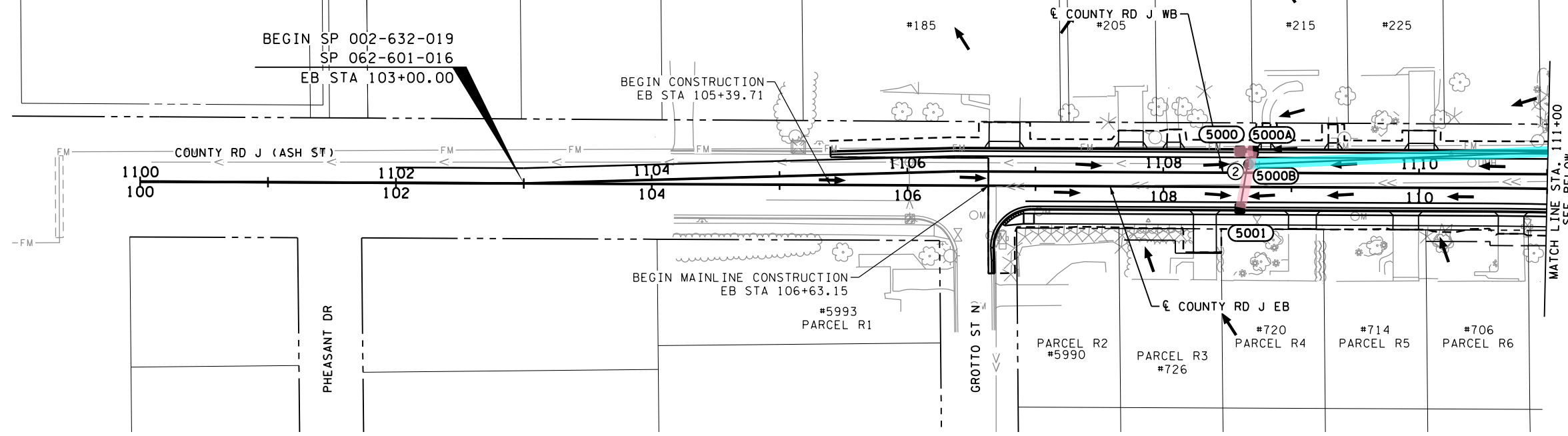
STP	Funding Group:	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
<b>\$3,462,038.00</b>	Totals:	\$3,642,432.04	\$589,606.70	\$586,094.57	\$626,460.84	\$514,243.22	\$36,131.20	\$32,549.00	\$453,607.05	\$593,250.10
<b>PROTECT</b>	Total Federal Eligible Items:	\$3,049,181.94	\$589,606.70	\$586,094.57	\$626,460.84	\$514,243.22	\$36,131.20	\$32,549.00	\$453,607.05	\$593,250.10
<b>\$748,800.00</b>	Federal Funds Available:	\$2,663,106.00	\$471,685.36	\$468,875.66	\$501,168.67	\$411,394.58	\$28,904.96	\$26,039.20	\$362,885.64	\$474,600.08
\$576,000.00	% Fed STP Funding	80.00%	\$471,685.36	\$468,875.66	\$501,168.67	\$411,394.58	\$28,904.96	\$26,039.20	\$362,885.64	\$474,600.08
	% Fed PROTECT Funding	80.00%								

	PROJECT TOTALS	ANOKA COUNTY TOTALS	ANOKA COUNTY FEDERAL FUNDS	ANOKA COUNTY STATE AID FUNDS	RAMSEY COUNTY TOTALS	RAMSEY COUNTY FEDERAL FUNDS	RAMSEY COUNTY STATE AID FUNDS	CITY OF SHOREVIEW TOTALS	CITY OF SHOREVIEW FEDERAL FUNDS	CITY OF SHOREVIEW STATE AID FUNDS	CITY OF LINO LAKES TOTALS	CITY OF LINO LAKES FEDERAL FUNDS	CITY OF LINO LAKES STATE AID FUNDS
ROADWAY	\$3,049,181.94	\$1,175,701.27	\$940,561.02	\$235,140.25	\$1,140,704.06	\$912,563.25	\$228,140.81	\$68,680.20	\$54,944.16	\$13,736.04	\$664,096.40	\$531,277.12	\$132,819.28
STORM SEWER (PROTECT)	\$593,250.10	\$266,962.55	\$213,570.04	\$53,392.51	\$266,962.55	\$213,570.04	\$53,392.51	\$29,662.51	\$23,730.00	\$5,932.50	\$29,662.51	\$23,730.00	\$5,932.50
<b>CONSTRUCTION TOTAL</b>	<b>\$3,642,432.04</b>	<b>\$1,442,663.82</b>	<b>\$1,154,131.05</b>	<b>\$288,532.76</b>	<b>\$1,407,666.61</b>	<b>\$1,126,133.29</b>	<b>\$281,533.32</b>	<b>\$98,342.71</b>	<b>\$78,674.16</b>	<b>\$19,668.54</b>	<b>\$693,758.91</b>	<b>\$555,007.13</b>	<b>\$138,751.78</b>
DESIGN ENGINEERING	\$150,600.93				\$140,766.66			\$9,834.27		\$9,834.27			
CONSTRUCTION ENGINEERING	\$321,514.75	\$115,413.11		\$115,413.11	\$140,766.66			\$9,834.27		\$9,834.27	\$55,500.71		\$55,500.71
RIGHT OF WAY	\$530,000.00	\$176,666.66		\$176,666.66	\$176,666.67						\$176,666.67		\$176,666.67
<b>SP SUBTOTAL</b>	<b>\$4,644,547.72</b>												
<b>AGENCY TOTAL</b>	<b>\$4,644,547.72</b>	<b>\$1,734,743.58</b>	<b>\$1,154,131.05</b>	<b>\$580,612.53</b>	<b>\$1,865,866.60</b>	<b>\$1,126,133.29</b>	<b>\$739,733.31</b>	<b>\$118,011.25</b>	<b>\$78,674.16</b>	<b>\$39,337.08</b>	<b>\$925,926.29</b>	<b>\$555,007.13</b>	<b>\$370,919.16</b>

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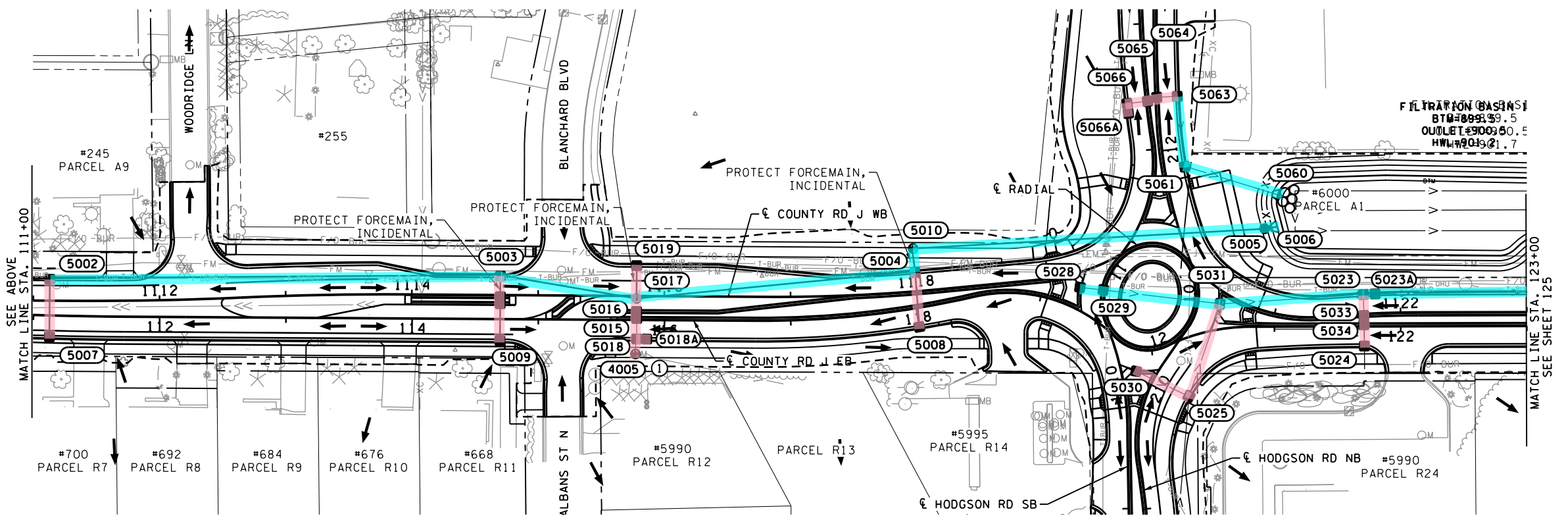
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# EXHIBIT "B-1"



## LEGEND 135

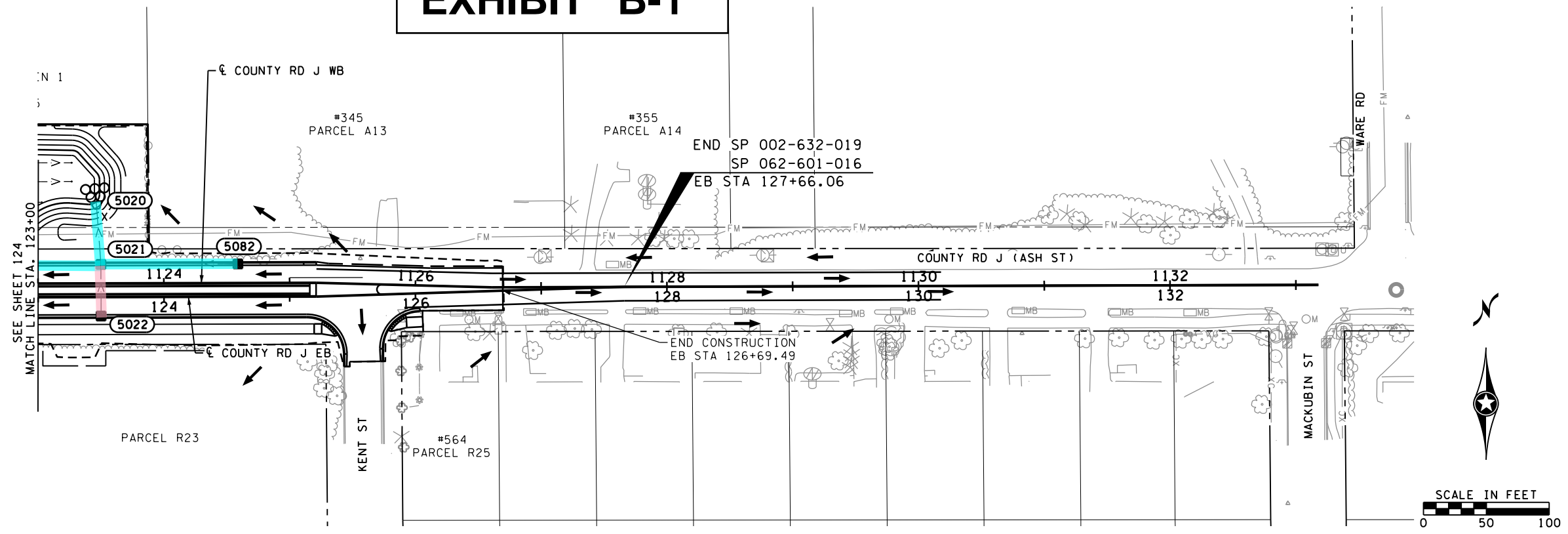
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  - RANDOM RIPRAP
  - CATCH BASIN
  - MANHOLE
  - DROP INLET
  - APRON
  - STRUCTURE
  - SURFACE FLOW DIRECTION
  - CONNECT TO EXISTING DRAINAGE STRUCTURE
  - CONNECT TO EXISTING STORM SEWER
  - STORM SEWER PIPE
  - INPLACE STORM SEWER
  - INPLACE CULVERT
  - CONSTRUCTION LIMITS
  - AREA OF ENVIRONMENTAL SENSITIVITY
- City maintained
- County maintained



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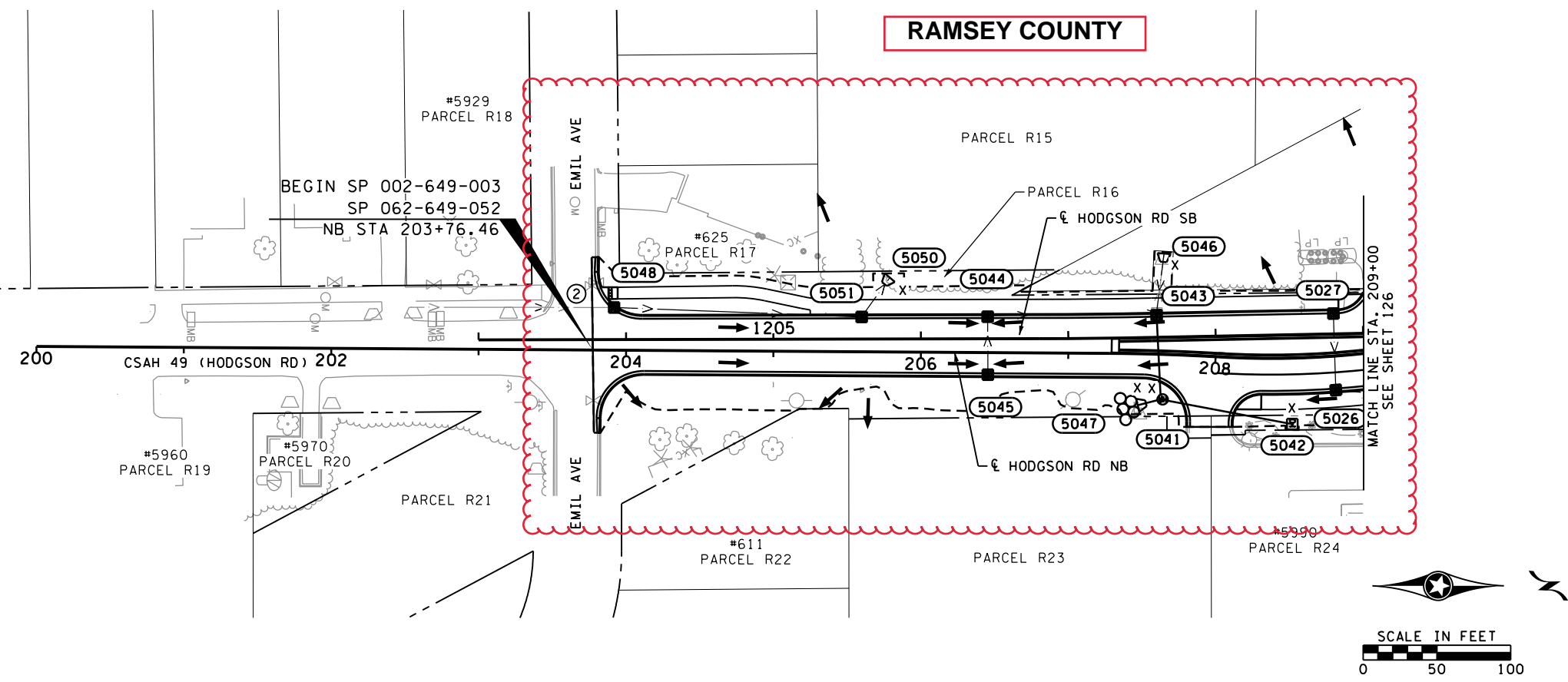
# EXHIBIT "B-1"



## LEGEND 136

- GUIDE POST TYPE B
  - RANDOM RIPRAP
  - CATCH BASIN
  - MANHOLE
  - DROP INLET
  - APRON
  - STRUCTURE
  - SURFACE FLOW DIRECTION
  - CONNECT TO EXISTING DRAINAGE STRUCTURE
  - CONNECT TO EXISTING STORM SEWER
  - STORM SEWER PIPE
  - INPLACE STORM SEWER
  - INPLACE CULVERT
  - CONSTRUCTION LIMITS AREA OF ENVIRONMENTAL SENSITIVITY
- City maintained
- County maintained

## RAMSEY COUNTY



NO.	DATE	BY	CHK	REVISIONS

Design By: GFT  
 Plan By: GFT  
 Checked By: LGR  
 Approved By: EAE

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

PRINT NAME: EARTH A. EVANS, PE  
 DATE: 9/22/2023 LICENSE #: 44235



**CSAH 49 at Ramsey County  
 CSAH 1 / Anoka County CSAH 32  
 Intersection Improvements**

**ANOKA & RAMSEY COUNTY, MN**

EB STA 123+00 TO EB STA 127+66.06  
 NB STA 203+76.46 TO NB STA 209+00  
**DRAINAGE PLAN**  
 SP 002-632-019, SP 002-649-003, SP 062-601-016, SP 062-649-052

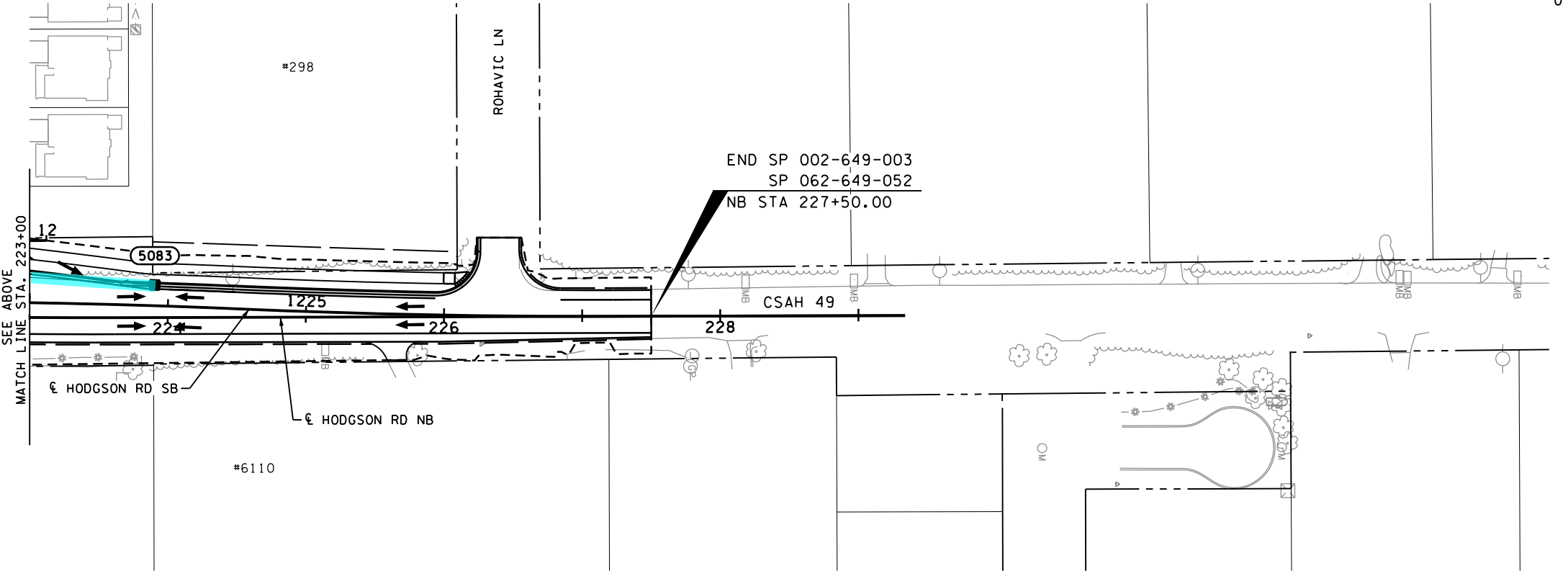
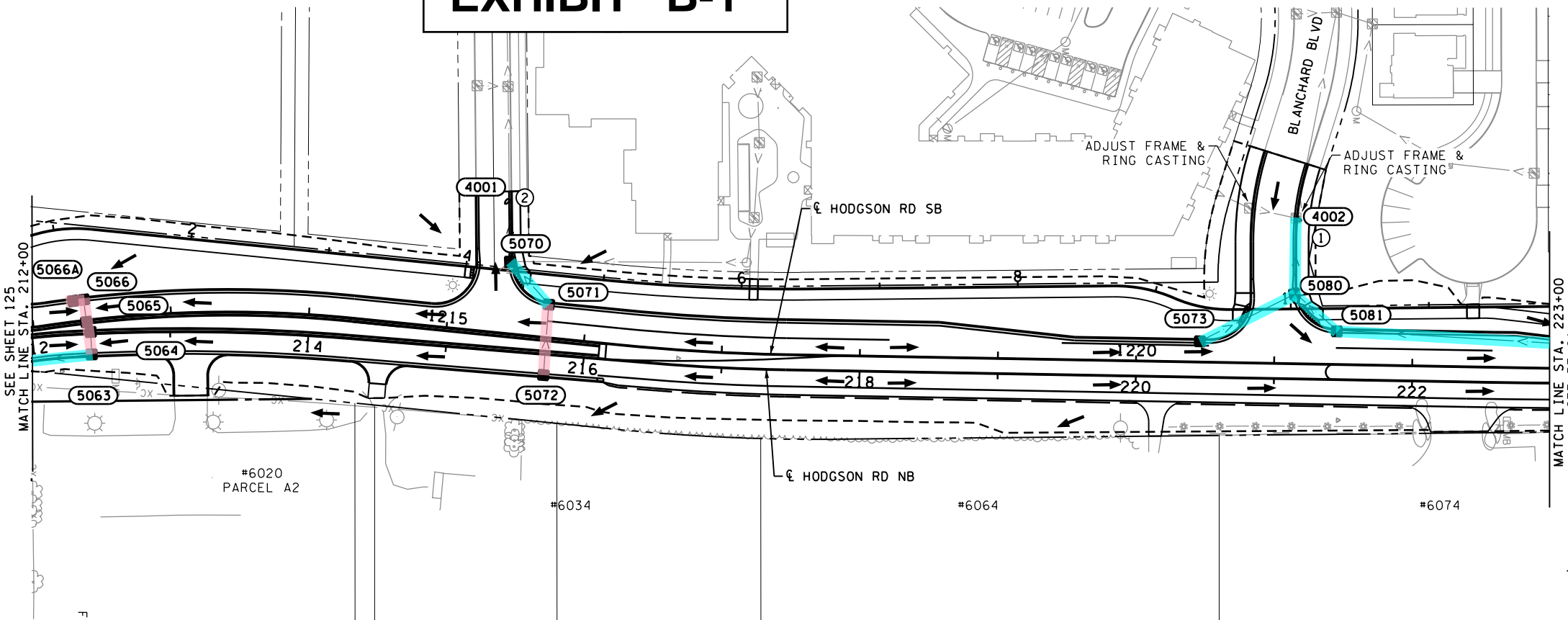
SHEET  
**125**  
 OF  
**159**  
 SHEETS



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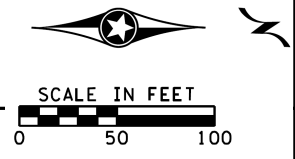
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# EXHIBIT "B-1"



## LEGEND 137

- GUIDE POST TYPE B
  - RANDOM RIPRAP
  - CATCH BASIN
  - MANHOLE
  - DROP INLET
  - APRON
  - STRUCTURE
  - SURFACE FLOW DIRECTION
  - CONNECT TO EXISTING DRAINAGE STRUCTURE
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  - STORM SEWER PIPE
  - INPLACE STORM SEWER
  - INPLACE CULVERT
  - CONSTRUCTION LIMITS
  - AREA OF ENVIRONMENTAL SENSITIVITY
- 
- City maintained
  - County maintained



NO.	DATE	BY	CHK	REVISIONS

Design By: GFT  
 Plan By: GFT  
 Checked By: LGR  
 Approved By: EAE

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

PRINT NAME: EARTH A. EVANS, PE  
 DATE: 9/22/2023 LICENSE #: 44235



**CSAH 49 at Ramsey County  
 CSAH 1 / Anoka County CSAH 32  
 Intersection Improvements**

**ANOKA & RAMSEY COUNTY, MN**  
 NB STA 212+00 TO NB STA 227+50.00  
**DRAINAGE PLAN**  
 SP 002-632-019, SP 002-649-003, SP 062-601-016, SP 062-649-052

SHEET  
**126**  
 OF  
**159**  
 SHEETS

**EXHIBIT "C"**

FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY

<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Concrete Curb & Gutter	50%	50%
Concrete Curb & Gutter for Median and Center Island Construction	100%	0%
Concrete Median	100%	0*1
Concrete Sidewalk	0%	100%
Concrete Sidewalk Replacement	100%	0%
Bikeways	0%	100%
Bikeway Replacement	100%,	0%
Unless existing trail not placed at edge of R/W		
Construction or Adjustment of Local Utilities	0%	100%
Grading, Base and Bituminous	100%	0%
Storm Sewer	based on state aid letter*2	based on state aid letter*2
Driveway Upgrades	100%, in-kind	100%, of up-grades
Traffic Signals, new (communities larger than 5,000) w/ State Aid approved SJR	½ the cost of its legs of the intersection	the cost of its legs of the intersection plus ½ the cost of the County legs of the intersection
Traffic Signals, replacement (communities larger than 5,000) w/ State Aid approved SJR	the cost of its legs of the intersection	the cost of its legs of the intersection
Traffic Signals, new & replacements (communities less than 5,000) w/ State Aid approved SJR	100%	0%
Traffic Signal, w/o State Aid approved SJR	0%	100%
EVP	0%	100%
Engineering Services	*3	*3
Right-of-Way	100%*4	0%
Street Lights	0%	100%
Noise Walls	100%, if not previously notified*5	100%, if previously notified*5

\*1 The County pays for 100% of Standard Median Design such as plain concrete. If a local unit of government requests decorative median such as brick, stamped concrete, or landscaping, the local unit will pay the additional cost above the cost of standard median.

\*2 In the event no State Aid is being used, or in the event the state aid letter does not determine cost split percentages, drainage cost shares will be computed by the proportion of contributing flow outside the County right of way to the total contributing flow.

\*3 Engineering shall be paid by the Lead Agency except that any participating agency will pay construction engineering in the amount of 8% of the construction costs paid by that agency.

\*4 In the event that the Township or City requests purchase of right-of-way in excess of those rights-of-way required by County construction, the Township or City participates to the extent an agreement can be reached in these properties. For instance, a Township or City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the Township or City may pay for that portion of the right-of-way. Acquisition of right-of-way for new alignments shall be the responsibility of the Township or City in which the alignment is located. This provision may be waived by agreement with the County Board if the roadway replaces an existing alignment and the local unit of government takes jurisdiction of that existing alignment. In addition, any costs, including right-of-way costs, incurred by the County because a Township or City did not acquire sufficient right-of-way during the platting process or redevelopment process as requested by the County shall be paid by the Township or City.

\*5 Notification includes any letter to the agency indicating that noise will potentially be an issue in the future, likely received during the Plat Review Process. Maintenance shall be the responsibility of the agency paying for the initial installation. When the County is the responsible agency, it shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, the requesting agency will pay the additional cost above the cost of standard noise wall.

**CITY COUNCIL  
REGULAR MEETING STAFF REPORT  
AGENDA ITEM 6C**

**STAFF ORIGINATOR:** Michael Grochala, Community Development Director

**MEETING DATE:** April 8, 2024

**TOPIC:** Consider Resolution No. 24-30, Approving Acquisition of Public Right-of-Way, 77<sup>th</sup> Street/MarketPlace Drive Realignment Project, 698 77<sup>th</sup> Street

**VOTE REQUIRED:** 3/5

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**INTRODUCTION**

Staff is requesting council approval to purchase Public Right-of-Way for the Markeplace Drive Realignment Project.

**BACKGROUND**

The City is proposing to realignment 77<sup>th</sup> Street to connect with the existing signalized Marketplace Drive/Lake Drive intersection. The proposed improvements require the acquisition of 1,864 square feet from the property located at 698 77<sup>th</sup> Street. This property is currently occupied by a single family residential use and is zoned NB, Neighborhood Business.

Through direct negotiations with the property owner a settlement agreement has been reached in the amount of \$33,000.00. Approval of the agreement will eliminate the need to move forward with eminent domain proceedings.

**RECOMMENDATION**

Staff is recommending approval of Resolution No. 24 – 30.

**ATTACHMENTS**

1. Resolution No. 24-30
2. Right-of-Way Exhibit

**CITY OF LINO LAKES  
RESOLUTION NO. 24-30**

**APPROVING ACQUISITION OF PERMANENT STREET RIGHT OF WAY, 77<sup>TH</sup>  
STREET/MARKETPLACE REALIGNMENT**

**WHEREAS**, the City Council has authorized the preparation of plans and specifications to construct the 77<sup>th</sup> Street/Marketplace Drive Realignment Project, and

**WHEREAS**, the proposed improvements require the acquisition of right-of-way for the making of said improvements:

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Lino Lakes, Minnesota that the purchase of permanent Street right-of-way from the property located at 698 77<sup>th</sup> Street is hereby approved in the amount of \$33,000.00.

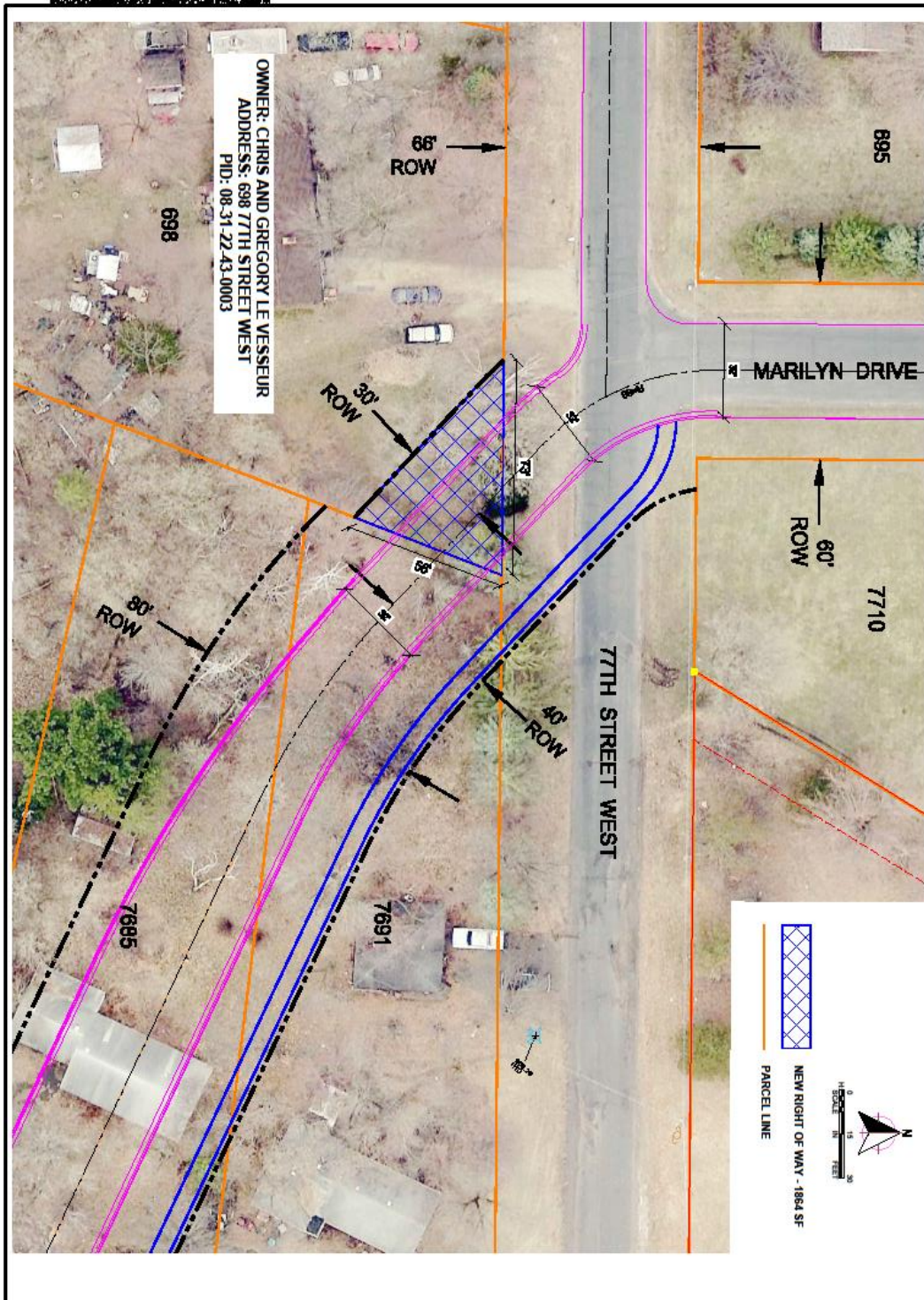
Adopted by the City Council of the City of Lino Lakes this 8<sup>th</sup> day of April, 2024.

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

ATTEST:

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





OWNER: CHRIS AND GREGORY LE VASSEUR  
 ADDRESS: 698 77TH STREET WEST  
 PID: 08-31-22-43-0003

SCALE IN FEET  
  
 NEW RIGHT OF WAY - 1864 SF  
  
 PARCEL LINE

REVISIONS		
NO.	DATE	DESCRIPTION

WSB PROJECT NO.:  
 MAP NO. 10-000  
 DATE: 10/14/2021  
 DRAWN BY:  
 CHECKED BY:  
 APPR. BY:



698 77TH STREET WEST  
 PID: 08-31-22-43-0003  
 CITY OF LINDOLAKES

ACQUISITION  
 EXHIBIT  
 SHEET  
 1  
 OF  
 1