



CITY COUNCIL AGENDA

Updated 9/9/24

Monday, September 9, 2024

Broadcast on Cable TV Channel 16
and northmetrotv.com/lino-lakes-stream

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

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

Community Room (not televised)

No Public Comment Allowed at Work Sessions per the Rules of Decorum

1. Call to Order and Roll Call
2. Setting the Agenda: Addition or Deletion of Agenda Items
3. Professional Services Agreement Main Street Corridor Study, Michael Grochala
4. ~~Complaint Re: Email Sent by City Councilmember, Rafferty/Stoesz~~
5. Review Regular Agenda
6. Adjournment

CITY COUNCIL MEETING, 6:30 P.M.

Council Chambers (televised)

- 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

PROCLAMATION

Proclaiming the Week of September 17 through 23, 2024 as Constitution Week

1. CONSENT AGENDA

- A. Consider Approval of Expenditures for September 9, 2024 (Check No. 121325 through 121408) in the Amount of \$951,639.69
- B. Consider Approval of June 24, 2024 Regular Meeting Minutes
- C. Consider Approval of July 1, 2024 Work Session Minutes

- D. Consider Approval of July 1, 2024 Closed Meeting Minutes
- E. Consider Approval of August 5, 2024 Work Session Minutes
- F. Consider Approval of August 26, 2024 Work Session Minutes
- G. Consider Approval of August 26, 2024 Regular Meeting Minutes
- H. Consider Approval of August 26, 2024 Closed Meeting Minutes
- I. Consider Approval of August 26, 2024 Special Work Session Minutes
- J. Consider Approval of Personnel Policy Revisions
- K. Consider Approval of the Hiring of Part-Time Staff for the Rookery Activity Center
- L. Consider Resolution No. 24-118, Declaring Cost to Be Assessed and Calling Hearing on Proposed Assessment, 2024 Weed Abatement Charges, Michael Grochala

2. FINANCE DEPARTMENT REPORT

No Report

3. ADMINISTRATION DEPARTMENT REPORT

- A. Consider Promotion of Police Sergeant, Meg Sawyer

4. PUBLIC SAFETY DEPARTMENT REPORT

No Report

5. PUBLIC SERVICES DEPARTMENT REPORT

No Report

6. COMMUNITY DEVELOPMENT REPORT

- A. Watermark 8th Addition, Katie Larsen
 - i. Consider Resolution No. 24-115 Approving PUD Final Plan/Final Plat
 - ii. Consider Resolution No. 24-116 Approving Development Agreement and Planned Unit Development Agreement
 - iii. Consider Resolution No. 24-117 Approving Open Space Easement Agreement

7. UNFINISHED BUSINESS

None

8. NEW BUSINESS

None

9. NOTICES AND COMMUNICATIONS

- A. Community Calendar: A Look Ahead
 - i. Planning & Zoning Board Meeting, September 11th at 6:30 PM at City Hall
 - ii. Absentee Voting for the November 5th General Election, begins Friday, September 20th. Visit the Secretary of State's website to request to have a ballot

mailed. In-person absentee ballots will be available at City Hall during the absentee voting period, beginning September 20th.

ADJOURNMENT

CITY COUNCIL SPECIAL WORK SESSION, IMMEDIATELY FOLLOWING REGULAR MEETING

Community Room (not televised)

No Public Comment Allowed per the Rules of Decorum

1. Call to Order and Roll Call
2. Setting the Agenda: Addition or Deletion of Agenda Items
3. Professional Services Agreement with Citygate Associates, LLC, John Swenson
4. ~~2025 Annual Budget and 2025-2029 Financial Plan, Hannah Lynch~~
5. Adjournment



Expenditures

September 9, 2024

Check #121325 to #121408

\$951,639.69

Accounts Payable

Check Detail

User: jessica.eller
Printed: 09/05/2024 - 4:19PM



Check Number	Check Date		Amount
2072 - Albrecht Enterprises, LLC Line Item Account			
121327	09/09/2024		
Inv	019496-000-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/04/2024	Watermark Park Irrigation	405-499-5000-143	88,990.96
Inv 019496-000-1 Total			88,990.96
121327 Total:			88,990.96
2072 - Albrecht Enterprises, LLC Total:			88,990.96
44 - Anoka County Treasury Office Line Item Account			
121328	09/09/2024		
Inv	B240816L		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/16/2024	Site 117 Aug 2024 CAC Fiber	101-432-4300-503	75.00
08/16/2024	Site 115 Aug 2024 CAC Fiber	101-432-4300-500	75.00
08/16/2024	Site 116 Aug 2024 CAC Fiber	101-432-4300-501	75.00
Inv B240816L Total			225.00
121328 Total:			225.00
44 - Anoka County Treasury Office Total:			225.00
1262 - B&B Commercial Coating LLC Line Item Account			
121329	09/09/2024		
Inv	1065		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/30/2024	Sandblast & Recoat Fire Hydrants (108)	601-494-4300-000	14,040.00
Inv 1065 Total			14,040.00
121329 Total:			14,040.00
1262 - B&B Commercial Coating LLC Total:			14,040.00
1983 - Ballering, Kathy Line Item Account 101-450-4331-000			

Check Number	Check Date		Amount
121330	09/09/2024		
Inv	Q3 2024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	3rd Qtr 2024 Stipend	101-450-4331-000	75.00
Inv Q3 2024 Total			75.00
121330 Total:			75.00
1983 - Ballering, Kathy Total:			75.00
1556 - Bituminous Roadways, Inc. Line Item Account			
121331	09/09/2024		
Inv	34099		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/30/2024	Meadow Ct Overlay	101-430-4224-000	8,037.59
Inv 34099 Total			8,037.59
121331 Total:			8,037.59
1556 - Bituminous Roadways, Inc. Total:			8,037.59
2040 - Bond Trust Services Corporation Line Item Account			
121332	09/09/2024		
Inv	90194		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/12/2024	10/1/2024 Debt Service Payment 2015 EDA Interest	339-470-6020-000	49,768.75
Inv 90194 Total			49,768.75
121332 Total:			49,768.75
2040 - Bond Trust Services Corporation Total:			49,768.75
100 - Bureau of Criminal Apprehension Line Item Account			
121325	08/28/2024		
Inv	8/26/2024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/26/2024	Background Check - E. Curtis	101-421-4410-000	33.25
Inv 8/26/2024 Total			33.25
121325 Total:			33.25
100 - Bureau of Criminal Apprehension Total:			33.25

731 - Business Essentials Line Item Account

121333	09/09/2024		
Inv	OE-643144-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	Paper Towels	101-432-4211-500	405.33
Inv OE-643144-1 Total			405.33
			405.33
121333 Total:			405.33

731 - Business Essentials Total: 405.33

116 - CenterPoint Energy Line Item Account

121334	09/09/2024		
Inv	August 2024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2024	Natural Gas	101-432-4383-502	125.34
08/28/2024	Natural Gas	101-432-4383-501	42.48
08/28/2024	Natural Gas	602-495-4383-000	151.90
08/28/2024	Natural Gas	101-450-4383-000	36.12
08/28/2024	Natural Gas	101-432-4383-500	104.19
08/28/2024	Natural Gas	601-494-4383-000	71.93
Inv August 2024 Total			531.96
			531.96
121334 Total:			531.96

116 - CenterPoint Energy Total: 531.96

2034 - CenterPoint Energy Resources Corp Line Item Account

121335	09/09/2024		
Inv	2024-01309		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/26/2024	Permit Voided	101-000-3254-000	58.40
Inv 2024-01309 Total			58.40
			58.40
121335 Total:			58.40

2034 - CenterPoint Energy Resources Corp Total: 58.40

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

121326	08/30/2024		
Inv	August 2024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/30/2024	August 2024 Central Pension Fund	101-000-2040-000	10,629.22

Check Number	Check Date		Amount
		Inv August 2024 Total	10,629.22
		121326 Total:	10,629.22
		117 - Central Pension Fund Total:	10,629.22
		761 - Comcast Line Item Account 101-432-4321-502	
121336	09/09/2024	Inv 0131882	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
	08/24/2024	Phone & Internet Services	101-432-4321-502
			379.64
		Inv 0131882 Total	379.64
		121336 Total:	379.64
		761 - Comcast Total:	379.64
		149 - Connexus Energy Line Item Account	
121337	09/09/2024	Inv August 2024	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
	08/29/2024	Electric	601-494-4381-000
			2,613.01
	08/29/2024	Electric	101-430-4385-000
			1,927.06
	08/29/2024	Electric	602-495-4381-000
			902.38
	08/29/2024	Electric	101-420-4381-000
			31.50
	08/29/2024	Electric	101-432-4381-500
			1,206.67
	08/29/2024	Electric	101-450-4381-000
			72.99
		Inv August 2024 Total	6,753.61
		121337 Total:	6,753.61
		149 - Connexus Energy Total:	6,753.61
		1278 - Core & Main LP Line Item Account	
121338	09/09/2024	Inv V548215	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
	08/30/2024	Meters	601-494-4215-000
			15,451.04
		Inv V548215 Total	15,451.04
		Inv V548827	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
	08/30/2024	Meters	601-494-4215-000
			638.00
		Inv V548827 Total	638.00

Check Number	Check Date		Amount
Inv	V550899		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/30/2024	Meter	601-494-4215-000	110.00
Inv V550899 Total			110.00
121338 Total:			16,199.04
1278 - Core & Main LP Total:			16,199.04
2155 - Coro Medical, LLC Line Item Account			
121339	09/09/2024		
Inv	PS-INV214137		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	LUCAS Chest Compression System & Battery Charger	402-421-5000-000	15,140.00
Inv PS-INV214137 Total			15,140.00
121339 Total:			15,140.00
2155 - Coro Medical, LLC Total:			15,140.00
1866 - Cutts, Julie Line Item Account 101-450-4331-000			
121340	09/09/2024		
Inv	Q3 2024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	3rd Qtr 2024 Stipend	101-450-4331-000	75.00
Inv Q3 2024 Total			75.00
121340 Total:			75.00
1866 - Cutts, Julie Total:			75.00
1917 - Dane Allen Homes Line Item Account			
121341	09/09/2024		
Inv	2023-01366		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2024	Escrow Release - 1959 William Ln	801-000-2318-000	4,400.00
Inv 2023-01366 Total			4,400.00
121341 Total:			4,400.00
1917 - Dane Allen Homes Total:			4,400.00

Check Number	Check Date		Amount
192 - Emergency Apparatus Maintenance Line Item Account			
121342	09/09/2024		
Inv	132938		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/13/2024	Emergency Vehicle Safety Inspection #622	101-431-4410-000	7,627.62
Inv 132938 Total			7,627.62
121342 Total:			7,627.62
192 - Emergency Apparatus Maintenance Total:			7,627.62
1826 - Endurance Fitness of MN, LLC Line Item Account			
121343	09/09/2024		
Inv	September 2024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2024	September 2024 EF Monthly Fee	202-451-4411-000	11,665.00
Inv September 2024 Total			11,665.00
121343 Total:			11,665.00
1826 - Endurance Fitness of MN, LLC Total:			11,665.00
1493 - Erickson, Marsha Line Item Account			
121344	09/09/2024		
Inv	5126		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2024	Lino Lakes Fall 2024 Newsletter	101-462-4343-000	25.00
08/22/2024	Lino Lakes Fall 2024 Newsletter	101-401-4343-000	1,575.00
Inv 5126 Total			1,600.00
121344 Total:			1,600.00
1493 - Erickson, Marsha Total:			1,600.00
204 - Factory Motor Parts Company Line Item Account			
121345	09/09/2024		
Inv	159-113334		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/27/2024	Brake Caliper Core Return (2) #619	101-431-4221-000	-212.80
Inv 159-113334 Total			-212.80

Inv 159-116862

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	Stock Battery	101-431-4221-000	97.55

Inv 159-116862 Total 97.55

Inv 159-116939

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	Battery (2) #264 & #710	101-431-4221-000	195.10

Inv 159-116939 Total 195.10

Inv 159-117071

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/23/2024	Battery Core Return	101-431-4221-000	-18.00

Inv 159-117071 Total -18.00

Inv 159-117381

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2024	A/C Compressor #256	101-431-4221-000	248.84

Inv 159-117381 Total 248.84

Inv 159-117414

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2024	Air Filter #628	101-431-4221-000	6.16

Inv 159-117414 Total 6.16

Inv 159-Z13696

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/01/2024	Battery Core Return (5) & Battery Warranty Credit	101-431-4221-000	-173.66

Inv 159-Z13696 Total -173.66

Inv 159-Z13959

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2024	Battery Core Return (2)	101-431-4221-000	-36.00

Inv 159-Z13959 Total -36.00

121345 Total: 107.19

204 - Factory Motor Parts Company Total: 107.19

1458 - Fidelity Security Life Insurance Co. Line Item Account 101-000-2048-000

121346 09/09/2024

Inv 166452406

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
-----------------------	------------------------------	--------------------------	--

Check Number	Check Date		Amount
08/22/2024	September Vision Insurance	101-000-2048-000	168.57
Inv 166452406 Total			168.57
121346 Total:			168.57
1458 - Fidelity Security Life Insurance Co. Total:			168.57
1014 - Finke, Brian Line Item Account			
121347	09/09/2024		
Inv	8/29/2024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2024	Tuition Reimbursement	101-421-4330-000	382.00
Inv 8/29/2024 Total			382.00
121347 Total:			382.00
1014 - Finke, Brian Total:			382.00
229 - Galls, LLC Line Item Account			
121348	09/09/2024		
Inv	028822507		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/19/2024	Dept Shirts	402-420-4240-420	524.65
Inv 028822507 Total			524.65
121348 Total:			524.65
229 - Galls, LLC Total:			524.65
233 - GDO Law Line Item Account 101-414-4303-000			
121349	09/09/2024		
Inv	20448		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2024	September Prosecutor Contract	101-414-4303-000	8,750.00
Inv 20448 Total			8,750.00
Inv	20459		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/30/2024	July Forfeitures	101-414-4303-000	10.50
Inv 20459 Total			10.50
121349 Total:			8,760.50

233 - GDO Law Total:	8,760.50
-----------------------------	----------

902 - Gooder, Clark J. Line Item Account 101-450-4331-000

121350	09/09/2024		
Inv	Q3 2024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	3rd Qtr 2024 Stipend	101-450-4331-000	75.00
Inv Q3 2024 Total			75.00
121350 Total:			75.00

902 - Gooder, Clark J. Total:	75.00
--------------------------------------	-------

244 - Gopher State One-Call Line Item Account

121351	09/09/2024		
Inv	4080547		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2024	August Tickets	601-494-4410-000	277.42
08/31/2024	August Tickets	602-495-4410-000	277.43
Inv 4080547 Total			554.85
121351 Total:			554.85

244 - Gopher State One-Call Total:	554.85
---	--------

264 - Hardwood Creek Lumber, Inc. Line Item Account

121352	09/09/2024		
Inv	13091		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/15/2024	Snow Stakes	101-430-4211-000	602.00
Inv 13091 Total			602.00
121352 Total:			602.00

264 - Hardwood Creek Lumber, Inc. Total:	602.00
---	--------

1659 - Haugo Geo Technical Services, LLC Line Item Account

121353	09/09/2024		
Inv	14136		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2024	2024 Street Material Testing	421-499-4300-154	661.00
Inv 14136 Total			661.00

Check Number	Check Date		Amount
121353 Total:			661.00
1659 - Haugo Geo Technical Services, LLC Total:			661.00
271 - Hawkins, Inc. Line Item Account			
121354	09/09/2024		
Inv	6843610		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	LPC-5	601-494-4222-000	7,250.57
Inv 6843610 Total			7,250.57
Inv	6854406		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/04/2024	Pool Chemical Supplies	202-451-4222-000	535.39
Inv 6854406 Total			535.39
121354 Total:			7,785.96
271 - Hawkins, Inc. Total:			7,785.96
1749 - Huebsch Services Line Item Account			
121355	09/09/2024		
Inv	20111582		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2024	Shop Towels	101-431-4211-000	92.56
08/31/2024	Mats	101-432-4410-502	66.88
08/31/2024	Mats	101-432-4410-501	121.86
08/31/2024	Mats	101-432-4410-503	203.20
Inv 20111582 Total			484.50
121355 Total:			484.50
1749 - Huebsch Services Total:			484.50
297 - Huelman, Patrick H. Line Item Account 101-450-4331-000			
121356	09/09/2024		
Inv	Q3 2024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	3rd Qtr 2024 Stipend	101-450-4331-000	100.00
Inv Q3 2024 Total			100.00
121356 Total:			100.00

Check Number	Check Date		Amount
297 - Huelman, Patrick H. Total:			100.00
298 - Hugo Equipment Company Line Item Account			
121357	09/09/2024		
Inv	209064		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/26/2024	Pole Saw Parts	603-496-4211-000	148.20
Inv 209064 Total			148.20
121357 Total:			148.20
298 - Hugo Equipment Company Total:			148.20
306 - Image Printing & Graphics, Inc Line Item Account			
121358	09/09/2024		
Inv	167937		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2024	Envelopes	101-420-4200-000	205.20
Inv 167937 Total			205.20
121358 Total:			205.20
306 - Image Printing & Graphics, Inc Total:			205.20
167 - Imperial Dade Line Item Account			
121359	09/09/2024		
Inv	4274809		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/26/2024	Shower Curtain (3), Gloves, Sponges, Wipes & Toilet Tissue	202-451-4211-000	578.08
Inv 4274809 Total			578.08
Inv	4276989		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2024	Paper Towel, Toilet Tissue, Disinfectant & Multi Purpose Cleaner	101-432-4211-000	900.88
Inv 4276989 Total			900.88
121359 Total:			1,478.96
167 - Imperial Dade Total:			1,478.96
1955 - Infinite Health Collaborative, PA Line Item Account			
121360	09/09/2024		

Check Number	Check Date		Amount
Inv	TCOINV08589		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/31/2024	Team Wellness Education	210-420-4410-000	72.36
Inv TCOINV08589 Total			72.36
121360 Total:			72.36
1955 - Infinite Health Collaborative, PA Total:			72.36
1177 - Innovative Office Solutions LLC Line Item Account			
121361	09/09/2024		
Inv	SUM-079525		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/31/2024	Laminating Pouches	202-451-4200-000	42.75
Inv SUM-079525 Total			42.75
Inv	SUM-079887		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2024	Paper & Laminating Pouches	202-451-4200-000	175.61
08/31/2024	Labels, Paper, Tape, Note Pads & Writing Pads	101-432-4200-000	253.85
Inv SUM-079887 Total			429.46
121361 Total:			472.21
1177 - Innovative Office Solutions LLC Total:			472.21
2042 - J. Becher & Associates, Inc. Line Item Account			
121362	09/09/2024		
Inv	2413553-F		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2024	Driver for LED Fixture	202-451-4300-000	211.54
Inv 2413553-F Total			211.54
121362 Total:			211.54
2042 - J. Becher & Associates, Inc. Total:			211.54
2156 - Kaufman Trailers, LLC Line Item Account			
121363	09/09/2024		
Inv	8/28/2024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2024	Paver Trailer #713	402-431-5000-000	19,590.20
Inv 8/28/2024 Total			19,590.20

Check Number	Check Date		Amount
121363 Total:			19,590.20
2156 - Kaufman Trailers, LLC Total:			19,590.20
338 - Kennedy & Graven, Chartered Line Item Account			
121364	09/09/2024		
Inv	183285		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/26/2024	May Legal General Financial	101-415-4300-000	110.00
Inv 183285 Total			110.00
121364 Total:			110.00
338 - Kennedy & Graven, Chartered Total:			110.00
1745 - Kusterman, William Line Item Account 101-450-4331-000			
121365	09/09/2024		
Inv	Q3 2024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	3rd Qtr 2024 Stipend	101-450-4331-000	75.00
Inv Q3 2024 Total			75.00
121365 Total:			75.00
1745 - Kusterman, William Total:			75.00
782 - L.T.G. Power Equipment Line Item Account			
121366	09/09/2024		
Inv	288325		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/27/2024	Deck Belt #405	101-431-4221-000	144.68
Inv 288325 Total			144.68
121366 Total:			144.68
782 - L.T.G. Power Equipment Total:			144.68
1615 - Lennar MN Division Line Item Account			
121367	09/09/2024		
Inv	2019-02166		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2024	Escrow Release - 7296 Crane Dr	801-000-2318-000	6,400.00

Check Number	Check Date	Amount
Inv 2019-02166 Total		6,400.00
Inv 2022-02190		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
08/29/2024	Escrow Release - 7405 Forest Ln	801-000-2318-000
		4,900.00
Inv 2022-02190 Total		4,900.00
Inv 2023-00028		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
08/29/2024	Escrow Release - 2142 Watermark Way	801-000-2318-000
		4,900.00
Inv 2023-00028 Total		4,900.00
Inv 2023-00101		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
08/29/2024	Escrow Release - 7408 Forest Ln	801-000-2318-000
		1,400.00
Inv 2023-00101 Total		1,400.00
Inv 2023-00112		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
08/29/2024	Escrow Release - 2134 Watermark Way	801-000-2318-000
		3,900.00
Inv 2023-00112 Total		3,900.00
Inv 2023-00113		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
08/29/2024	Escrow Release - 2138 Watermark Way	801-000-2318-000
		3,900.00
Inv 2023-00113 Total		3,900.00
Inv 2023-00131		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
08/29/2024	Escrow Release - 7413 Forest Ln	801-000-2318-000
		4,900.00
Inv 2023-00131 Total		4,900.00
Inv 2023-00421		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
08/29/2024	Escrow Release - 7377 Crane Dr	801-000-2318-000
		3,900.00
Inv 2023-00421 Total		3,900.00
Inv 2023-00444		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
08/29/2024	Escrow Release - 7441 Forest Ln	801-000-2318-000
		3,900.00
Inv 2023-00444 Total		3,900.00

Check Number	Check Date		Amount
Inv	2023-00445		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2024	Escrow Release - 7433 Forest Ln	801-000-2318-000	3,900.00
Inv 2023-00445 Total			3,900.00
Inv	2023-00447		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2024	Escrow Release - 7437 Forest Ln	801-000-2318-000	3,900.00
Inv 2023-00447 Total			3,900.00
Inv	2023-00577		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2024	Escrow Release - 7420 Forest Ln	801-000-2318-000	3,900.00
Inv 2023-00577 Total			3,900.00
Inv	2023-01030		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2024	Escrow Release - 2122 Watermark Way	801-000-2318-000	5,900.00
Inv 2023-01030 Total			5,900.00
121367 Total:			55,700.00
1615 - Lennar MN Division Total:			55,700.00
757 - LRS Line Item Account 101-450-4410-000			
121368	09/09/2024		
Inv	MP257052		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2024	Toilet Rental - City Hall Park	101-450-4410-000	65.00
Inv MP257052 Total			65.00
Inv	MP257053		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2024	Toilet Rental - Marshan Park	101-450-4410-000	65.00
Inv MP257053 Total			65.00
Inv	MP257054		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2024	Toilet Rental - Sunrise Park	101-450-4410-000	195.00
Inv MP257054 Total			195.00
Inv	MP257055		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
08/22/2024	Toilet Rental - Birch Park	101-450-4410-000	65.00
Inv MP257055 Total			65.00
Inv MP257056			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2024	Toilet Rental - Clearwater Creek Park	101-450-4410-000	65.00
Inv MP257056 Total			65.00
Inv MP257057			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2024	Toilet Rental - Lino Park	101-450-4410-000	65.00
Inv MP257057 Total			65.00
Inv MP257058			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2024	Toilet Rental - Highland Meadows Park	101-450-4410-000	65.00
Inv MP257058 Total			65.00
Inv MP257059			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2024	Toilet Rental - Tower Park	101-450-4410-000	65.00
Inv MP257059 Total			65.00
Inv MP257060			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2024	Toilet Rental - Watermark Park	101-450-4410-000	65.00
Inv MP257060 Total			65.00

121368 Total: 715.00

757 - LRS Total: 715.00

394 - Macqueen Equipment, Inc. Line Item Account

121369	09/09/2024		
Inv P34367			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/19/2024	Hose #629 & #630	214-421-4240-000	1,212.67
Inv P34367 Total			1,212.67
Inv P34405			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/19/2024	Fire Helmet	101-420-4370-000	415.89

Check Number	Check Date		Amount
Inv P34405	Total		415.89
			<hr/>
121369	Total:		1,628.56
			<hr/>
394 - Macqueen Equipment, Inc. Total:			1,628.56
399 - Mansfield Oil Company Line Item Account 101-431-4212-000			
121370	09/09/2024		
Inv	25696516		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2024	Diesel - 1,000 Gallons	101-431-4212-000	2,660.65
Inv 25696516	Total		2,660.65
			<hr/>
121370	Total:		2,660.65
			<hr/>
399 - Mansfield Oil Company Total:			2,660.65
1463 - Menards - Blaine Line Item Account			
121371	09/09/2024		
Inv	73807		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2024	Paint Filter for Graco Paint Sprayer	101-431-4221-000	17.94
Inv 73807	Total		17.94
			<hr/>
121371	Total:		17.94
			<hr/>
1463 - Menards - Blaine Total:			17.94
418 - Menards - Forest Lake Line Item Account			
121372	09/09/2024		
Inv	40687		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/19/2024	Garbage Disposer	101-432-4211-500	99.15
Inv 40687	Total		99.15
Inv	41370		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2024	Hinges for Chipper Box Attachment	101-431-4221-000	11.97
Inv 41370	Total		11.97
			<hr/>
121372	Total:		111.12

Check Number	Check Date		Amount
418 - Menards - Forest Lake Total:			111.12
1169 - Meridian Energy Products Line Item Account			
121373	09/09/2024		
Inv	2408291		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2024	Street Light Repair	101-430-4385-000	535.00
Inv 2408291 Total			535.00
Inv	2409041		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/04/2024	Street Light Repair	101-430-4385-000	310.00
Inv 2409041 Total			310.00
121373 Total:			845.00
1169 - Meridian Energy Products Total:			845.00
423 - Met Council Environmental Services Line Item Account 602-495-4405-000			
121374	09/09/2024		
Inv	0001176987		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/03/2024	October Waster Water Services	602-495-4405-000	107,598.21
Inv 0001176987 Total			107,598.21
121374 Total:			107,598.21
423 - Met Council Environmental Services Total:			107,598.21
420 - Met Council Environmental Services (SAC) Line Item Account			
121375	09/09/2024		
Inv	August 2024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2024	August 2024 SAC	101-000-2120-000	47,215.00
08/31/2024	August 2024 SAC	101-000-3414-000	-472.15
Inv August 2024 Total			46,742.85
121375 Total:			46,742.85
420 - Met Council Environmental Services (SAC) Total:			46,742.85
421 - Metro Sales Incorporated Line Item Account			
121376	09/09/2024		

Check Number	Check Date		Amount
Inv	INV2596537		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/03/2024	Copier Maintenance Contract Ricoh/IM C2500 Color Copier	101-432-4410-503	168.78
Inv	INV2596537 Total		168.78
Inv	INV2596538		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/03/2024	Copier Maintenance Contract Ricoh/IM C6000 Color Copier	101-432-4410-503	677.77
Inv	INV2596538 Total		677.77
121376 Total:			846.55
421 - Metro Sales Incorporated Total:			846.55
1969 - Metro-INET Line Item Account			
121377	09/09/2024		
Inv	2138		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/09/2024	Milestone VMS License (4)	101-407-4310-000	1,097.72
Inv	2138 Total		1,097.72
Inv	2178		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2024	September IT Services	101-407-4310-000	21,308.80
09/01/2024	September IT Services	601-494-4310-000	1,331.80
09/01/2024	September IT Services	202-451-4310-000	2,663.60
09/01/2024	September IT Services	602-495-4310-000	1,331.80
Inv	2178 Total		26,636.00
121377 Total:			27,733.72
1969 - Metro-INET Total:			27,733.72
427 - Midway Ford Company Line Item Account			
121378	09/09/2024		
Inv	844707		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/24/2024	Exhaust #263	101-431-4221-000	514.80
Inv	844707 Total		514.80
Inv	845611		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2024	Starter #628	101-431-4221-000	238.40

Check Number	Check Date	Amount
--------------	------------	--------

Inv 845611 Total 238.40

121378 Total: 753.20

427 - Midway Ford Company Total: 753.20

1677 - MNSPECT, LLC Line Item Account

121379 09/09/2024

Inv 616368

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2024	Field Inspections	101-422-4410-000	5,865.00

Inv 616368 Total 5,865.00

121379 Total: 5,865.00

1677 - MNSPECT, LLC Total: 5,865.00

2046 - Neamy, Lea Ann Line Item Account

121380 09/09/2024

Inv 8/16/2024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/16/2024	BHD Pony Rides	205-497-4410-000	562.50

Inv 8/16/2024 Total 562.50

121380 Total: 562.50

2046 - Neamy, Lea Ann Total: 562.50

500 - Nystrom Publishing Company Line Item Account

121381 09/09/2024

Inv 48034

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/09/2024	Fall 2024 Newsletter	101-401-4343-000	6,466.20
08/09/2024	Fall 2024 Newsletter	101-462-4343-000	102.64

Inv 48034 Total 6,568.84

121381 Total: 6,568.84

500 - Nystrom Publishing Company Total: 6,568.84

506 - Olson's Sewer Service, Inc. Line Item Account

121382 09/09/2024

Inv 104108

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/27/2024	Water Jet Bathroom Sink Drain	101-432-4300-500	189.00

Inv 104108 Total 189.00

121382 Total: 189.00

506 - Olson's Sewer Service, Inc. Total: 189.00

509 - O'Reilly Automotive Stores Line Item Account

121383 09/09/2024

Inv 3472-351352

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	Battery #607	101-431-4221-000	146.08

Inv 3472-351352 Total 146.08

Inv 3472-352325

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/27/2024	Headlight Pigtail Connector	101-431-4221-000	6.39

Inv 3472-352325 Total 6.39

Inv 3472-352363

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/27/2024	Exhaust Gasket #263	101-431-4221-000	9.16

Inv 3472-352363 Total 9.16

Inv 3472-352550

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2024	Stock Air Filter (2)	101-431-4221-000	18.50

Inv 3472-352550 Total 18.50

Inv 3472-352569

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2024	Stock Air Filter (2) Price Match	101-431-4221-000	-6.18

Inv 3472-352569 Total -6.18

121383 Total: 173.95

509 - O'Reilly Automotive Stores Total: 173.95

522 - Performance Plus LLC Line Item Account

121384 09/09/2024

Check Number	Check Date		Amount
Inv	081630		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2024	New Hire Testing	101-402-4300-000	412.00
Inv 081630 Total			412.00
121384 Total:			412.00
522 - Performance Plus LLC Total:			412.00
546 - Pump's Tire Service, Inc. Line Item Account			
121385	09/09/2024		
Inv	150184485		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2024	Trailer Tire #704	101-431-4221-000	101.50
Inv 150184485 Total			101.50
121385 Total:			101.50
546 - Pump's Tire Service, Inc. Total:			101.50
2087 - PreCise MRM LLC Line Item Account			
121386	09/09/2024		
Inv	IN200-1050570		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/27/2024	Precise GPS Analytic Hardware	101-431-4321-000	160.00
Inv IN200-1050570 Total			160.00
121386 Total:			160.00
2087 - PreCise MRM LLC Total:			160.00
551 - Premium Waters, Inc. Line Item Account 101-432-4410-500			
121387	09/09/2024		
Inv	608417-08-24		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2024	Kandiyohi Water	101-432-4410-500	102.14
Inv 608417-08-24 Total			102.14
121387 Total:			102.14
551 - Premium Waters, Inc. Total:			102.14

552 - Press Publications, Inc. Line Item Account

121388 09/09/2024

Inv 812330

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/15/2024	BHD Ad	205-497-4900-000	1,000.00

Inv 812330 Total 1,000.00

Inv 814489

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2024	PHN Zoning Ordinance Text Amendment	101-416-4340-000	47.36

Inv 814489 Total 47.36

Inv 814490

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2024	PHN Slater Addition	801-000-2300-000	47.36

Inv 814490 Total 47.36

121388 Total: 1,094.72

552 - Press Publications, Inc. Total: 1,094.72

557 - Q3 Contracting Line Item Account

121389 09/09/2024

Inv TMN3437851

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/26/2024	BHD Parade Traffic Control	205-497-4410-000	995.00

Inv TMN3437851 Total 995.00

121389 Total: 995.00

557 - Q3 Contracting Total: 995.00

1788 - Rainbow Treecare Line Item Account

121390 09/09/2024

Inv 498893

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/14/2024	Emerald Ash Borer Injections	101-463-4410-000	6,998.55

Inv 498893 Total 6,998.55

121390 Total: 6,998.55

1788 - Rainbow Treecare Total: 6,998.55

2031 - Rehbein Transit Co, Inc. Line Item Account

121391 09/09/2024

Inv 101693

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/01/2024	Summer Day Camp Trip Transportation	202-451-4412-000	577.24

Inv 101693 Total 577.24

Inv 101700

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/08/2024	Summer Day Camp Trip Transportation	202-451-4412-000	557.04

Inv 101700 Total 557.04

121391 Total: 1,134.28

2031 - Rehbein Transit Co, Inc. Total:

1,134.28

587 - Safe-Fast, Inc. Line Item Account

121392 09/09/2024

Inv INV295719

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2024	Hard Hats (6)	101-430-4211-000	85.08

Inv INV295719 Total 85.08

121392 Total: 85.08

587 - Safe-Fast, Inc. Total:

85.08

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

121393 09/09/2024

Inv R003235117

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2024	Solvent	101-431-4211-000	50.42

Inv R003235117 Total 50.42

121393 Total: 50.42

588 - Safety-Kleen Systems, Inc. Total:

50.42

1982 - Schmidt, Kellie Line Item Account 101-450-4331-000

121394 09/09/2024

Inv Q3 2024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
-----------------------	------------------------------	--------------------------	--

Check Number	Check Date		Amount
09/05/2024	3rd Qtr 2024 Stipend	101-450-4331-000	75.00
	Inv Q3 2024 Total		75.00
121394 Total:			75.00
1982 - Schmidt, Kellie Total:			75.00
793 - Sherwin-Williams Line Item Account			
121395	09/09/2024		
Inv	0552-6		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/16/2024	Paint	101-450-4211-000	682.76
	Inv 0552-6 Total		682.76
121395 Total:			682.76
793 - Sherwin-Williams Total:			682.76
1103 - Sir Lines-A-Lot Line Item Account			
121396	09/09/2024		
Inv	H24-0878-001		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/25/2024	Crosswalk Markings	101-430-4410-000	10,020.60
	Inv H24-0878-001 Total		10,020.60
Inv	H24-1014-001		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/25/2024	Long Line Striping	101-430-4410-000	10,988.51
	Inv H24-1014-001 Total		10,988.51
121396 Total:			21,009.11
1103 - Sir Lines-A-Lot Total:			21,009.11
854 - Spartan Promotional Group, Inc Line Item Account			
121397	09/09/2024		
Inv	INV07606558		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	Stainless Steel Bottle (25)	101-420-4213-000	408.17
	Inv INV07606558 Total		408.17
121397 Total:			408.17

854 - Spartan Promotional Group, Inc Total: 408.17

2157 - Staab Construction Corporation Line Item Account

121398 09/09/2024

Inv 021336-000-1

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2024	Water Treatment Plant	406-499-4400-147	306,850.00

Inv 021336-000-1 Total 306,850.00

Inv 021336-000-2

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/03/2024	Water Treatment Plant	406-499-4400-147	33,250.00

Inv 021336-000-2 Total 33,250.00

121398 Total: 340,100.00

2157 - Staab Construction Corporation Total: 340,100.00

1840 - Standard Insurance Company Line Item Account

121399 09/09/2024

Inv September 2024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/19/2024	Disability Insurance Premiums	101-420-4133-000	526.83
08/19/2024	Disability Insurance Premiums	101-431-4133-000	42.92
08/19/2024	Life Insurance Premiums	101-418-4133-000	2.11
08/19/2024	Disability Insurance Premiums	603-496-4133-000	24.19
08/19/2024	Disability Insurance Premiums	202-451-4133-000	76.26
08/19/2024	Life Insurance Premiums	101-430-4133-000	6.56
08/19/2024	Life Insurance Premiums	101-420-4133-000	34.62
08/19/2024	Disability Insurance Premiums	101-407-4133-000	48.11
08/19/2024	Life Insurance Premiums	101-000-3730-000	0.06
08/19/2024	Life Insurance Premiums	101-462-4133-000	0.00
08/19/2024	Life Insurance Premiums	601-494-4133-000	5.40
08/19/2024	Disability Insurance Premiums	601-494-4133-000	63.24
08/19/2024	Life Insurance Premiums	101-402-4133-000	6.25
08/19/2024	Life Insurance Premiums	602-495-4133-000	5.35
08/19/2024	Life Insurance Premiums	101-431-4133-000	3.19
08/19/2024	Life Insurance Premiums	101-407-4133-000	3.25
08/19/2024	Life Insurance Premiums	101-461-4133-000	0.00
08/19/2024	Disability Insurance Premiums	101-450-4133-000	91.50
08/19/2024	Life Insurance Premiums	101-416-4133-000	1.25
08/19/2024	Disability Insurance Premiums	602-495-4133-000	63.21
08/19/2024	Life Insurance Premiums	101-422-4133-000	3.75
08/19/2024	Life Insurance Premiums	202-451-4133-000	5.44
08/19/2024	Life Insurance Premiums	101-463-4133-000	0.00
08/19/2024	Life Insurance Premiums	603-496-4133-000	1.95
08/19/2024	Disability Insurance Premiums	101-421-4133-000	47.90
08/19/2024	Disability Insurance Premiums	101-416-4133-000	20.83
08/19/2024	Disability Insurance Premiums	101-422-4133-000	51.01

Check Number	Check Date		Amount
08/19/2024		Life Insurance Premiums	101-432-4133-000 0.19
08/19/2024		Disability Insurance Premiums	101-463-4133-000 0.00
08/19/2024		Life Insurance Premiums	101-000-2040-000 52.75
08/19/2024		Disability Insurance Premiums	101-432-4133-000 3.12
08/19/2024		Life Insurance Premiums	101-000-2040-000 1,370.80
08/19/2024		Disability Insurance Premiums	101-461-4133-000 0.00
08/19/2024		Disability Insurance Premiums	101-402-4133-000 96.61
08/19/2024		Disability Insurance Premiums	101-462-4133-000 0.00
08/19/2024		Life Insurance Premiums	101-421-4133-000 2.88
08/19/2024		Disability Insurance Premiums	101-430-4133-000 82.92
08/19/2024		Life Insurance Premiums	101-450-4133-000 7.00
08/19/2024		Disability Insurance Premiums	101-418-4133-000 27.06

Inv September 2024 Total 2,778.51

121399 Total: 2,778.51

1840 - Standard Insurance Company Total: 2,778.51

655 - TASC - Client Invoices Line Item Account

121400 09/09/2024

Inv IN3203465

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2024	August Admin Fees	101-402-4410-000	73.70

Inv IN3203465 Total 73.70

121400 Total: 73.70

655 - TASC - Client Invoices Total: 73.70

1761 - T-Mobile USA Inc Line Item Account

121401 09/09/2024

Inv August 2024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2024	Cell Phone/Wi-Fi Service	101-461-4321-000	55.33
08/22/2024	Cell Phone/Wi-Fi Service	101-450-4321-000	65.52
08/22/2024	Cell Phone/Wi-Fi Service	602-495-4321-000	134.39
08/22/2024	Cell Phone/Wi-Fi Service	101-430-4321-000	135.21
08/22/2024	Cell Phone/Wi-Fi Service	202-451-4321-000	25.58
08/22/2024	Cell Phone/Wi-Fi Service	101-422-4321-000	165.99
08/22/2024	Cell Phone/Wi-Fi Service	601-494-4321-000	134.40

Inv August 2024 Total 716.42

121401 Total: 716.42

1761 - T-Mobile USA Inc Total: 716.42

Check Number	Check Date		Amount
669 - Towmaster Line Item Account			
121402	09/09/2024		
Inv	471761		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2024	Dump Box & Installation #423	402-431-5000-000	33,862.00
Inv 471761 Total			33,862.00
121402 Total:			33,862.00
669 - Towmaster Total:			33,862.00
2158 - Trailer Delivery Service Line Item Account			
121403	09/09/2024		
Inv	8/28/2024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/28/2024	Delivery Fee for Paver Trailer	402-431-5000-000	1,050.00
Inv 8/28/2024 Total			1,050.00
121403 Total:			1,050.00
2158 - Trailer Delivery Service Total:			1,050.00
681 - Twin Cities Transport & Recovery Line Item Account			
121404	09/09/2024		
Inv	24-0822-205438		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2024	Tow Charge CMB #104 2000 Honda CR 125R	101-420-4300-000	85.00
Inv 24-0822-205438 Total			85.00
Inv	24-0822-205439		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2024	Tow Charge 2000 Honda CR 125R	101-420-4300-000	85.00
Inv 24-0822-205439 Total			85.00
121404 Total:			170.00
681 - Twin Cities Transport & Recovery Total:			170.00
1669 - U.S. CAD Holdings LLC Line Item Account			
121405	09/09/2024		
Inv	INV65146		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/15/2024	Bluebeam Revu Standard Renewal Maintenance & Support	101-422-4410-000	476.00

Check Number	Check Date		Amount
08/15/2024	Bluebeam Revu Standard Renewal Maintenance & Support	101-417-4410-000	119.00
08/15/2024	Bluebeam Revu Standard Renewal Maintenance & Support	101-461-4410-000	119.00
08/15/2024	Bluebeam Revu Standard Renewal Maintenance & Support	101-416-4410-000	119.00
08/15/2024	Bluebeam Revu Standard Renewal Maintenance & Support	101-418-4410-000	119.00
Inv INV65146 Total			952.00
121405 Total:			952.00
1669 - U.S. CAD Holdings LLC Total:			952.00
1447 - Wheeler Hardware Company Line Item Account			
121406	09/09/2024		
Inv	SPI152339		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/14/2024	Rekey Election Room	101-432-4300-503	370.00
Inv SPI152339 Total			370.00
121406 Total:			370.00
1447 - Wheeler Hardware Company Total:			370.00
729 - Winnick Supply, Inc. Line Item Account			
121407	09/09/2024		
Inv	052077		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	Toilet Repair Supplies	101-432-4211-501	30.38
Inv 052077 Total			30.38
Inv	052850		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2024	Well 4 Chlorine Repair	601-494-4211-000	73.95
Inv 052850 Total			73.95
Inv	052929		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2024	Stock Steel	101-431-4211-000	15.04
Inv 052929 Total			15.04
Inv	052954		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2024	Stock Steel	101-431-4211-000	41.88
Inv 052954 Total			41.88

Check Number	Check Date	Amount
--------------	------------	--------

121407 Total:		161.25
---------------	--	--------

729 - Winnick Supply, Inc. Total:		161.25
--	--	--------

734 - Xcel Energy Line Item Account

121408	09/09/2024	
Inv	890990180	

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2024	Electric	101-450-4381-000	35.05

Inv 890990180 Total		35.05
---------------------	--	-------

121408 Total:		35.05
---------------	--	-------

734 - Xcel Energy Total:		35.05
---------------------------------	--	-------

Total:		951,639.69
--------	--	------------



Electronic Funds Transfer
MN Statute 471.38 Subd. 3

Council Meeting September 9, 2024

Transfer In/(Out)

8/15/2024 Building Permit Surcharge	(995.13)
8/28/2024 Transfer from FRB Money Market	300,000.00
8/30/2024 Payroll #18	(220,785.24)
8/30/2024 Payroll #18 Federal Deposit	(57,975.83)
8/30/2024 Payroll #18 PERA	(55,679.13)
8/30/2024 Payroll #18 State	(13,150.35)
8/30/2024 Payroll #18 Child Support	(321.48)
8/30/2024 Payroll #18 H.S.A. Bank Pretax	(3,466.83)
8/30/2024 Payroll #18 TASC Pretax	(848.04)
8/30/2024 Payroll #18 Mission Sq 457 Def. Comp #301596	(2,620.00)
8/30/2024 Payroll #18 Mission Sq Roth IRA #706155	(939.23)
8/30/2024 Payroll #18 MSRS HCSP #98946-01	(4,813.94)
8/30/2024 Payroll #18 MSRS Def. Comp #98945-01	(3,440.00)
8/30/2024 Payroll #18 MSRS Roth IRA #98945-01	(624.00)
9/6/2024 Council Payroll #09	(3,706.98)
9/6/2024 Council Payroll #09 Federal Deposit	(209.14)
9/6/2024 Council Payroll #09 PERA	(410.72)
9/6/2024 Council Payroll #09 State	(45.27)
9/13/2024 Building Permit Surcharge	(3,964.52)
9/20/2024 Sales & Use Tax	(7,200.00)

**LINO LAKES CITY COUNCIL
REGULAR MEETING
MINUTES**

DATE: June 24, 2024
TIME STARTED: 6:30 PM
TIME ENDED: 10:05 PM
LOCATION: City Council Chambers
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Cavegn, Lyden, Ruhland and Stoesz
MEMBERS ABSENT: None

Staff Members Present: City Administrator Sarah Cotton, City Clerk Roberta Colotti, Public Safety Director John Swenson, Deputy Public Safety Director/Fire Dan L’Allier, Community Development Director Michael Grochala and City Attorney Jay Squires

The meeting was called to order by Mayor Rafferty at 6:30 PM.

Mayor Rafferty provided an overview of the Rules of Decorum for Public Comment. He provided first notice to those in attendance that the Sergeant-at-Arms has been instructed to remove anyone who is disorderly.

Public Comment

Asad Zaman, 1608 Como Avenue, St. Paul, stated his objection to the City Council changing the rules for attendees from allowing signs, to allowing signs only at the beginning of the meeting, to requiring signs be kept down during the meeting, then allowing t-shirts with similar messaging as the signs. He highlighted that the rules changed each time those opposed to the project used that method and at the time supporters of the project began to use the same messaging methods.

Mr. Zaman also called out that the rules for public comment were permissive in allowing vicious attacks against his community by those opposed to the development project and now they are being told they can not speak about the opposition as frankly. He read five statements from past meetings as examples of hate speech that was made during public comment.

Angella Coil, 7672 Sunset Ave, Lino Lakes, requested that the City Council adopt regulations requiring that developers have background checks as part of the development approval process. She stated that developers are coming into the community and developing structures that will be in place for years, if not decades. As a result, she would like to know why each developer doesn't have to demonstrate that they have extensive experience and can operate with a certain level of integrity.

Howard Dotson, Minneapolis, stated that he has been to 31 countries and seen the refugee crisis. He stated there are 120 million refugees. Syrian refugees have been in camps for 12 years. There was a four-year Muslim ban during the Trump administration, and we still have not righted that wrong. He is concerned about how things locally connect to things globally.

Mr. Dotson stated that he was a Presbyterian Minister for 12 years. He stated that part of the Judeo-Christian foundation is hospitality and many of his Muslim friends are living the same American dream his grandma was living when she came here from Finland. He stated that we are the leaders of freedom and democracy in our world. That has to be at every longitude, every latitude.

Chris Stowe, 426 Pine Street, Lino Lakes, presented his concerns about flooding on his property now and in the future as it relates to the sod farm drainage. He outlined several of the area construction projects including the round-a-about that are also impacting stormwater flow. He said that he has been in contact with the Rice Creek Watershed about the water flow in the area as well.

Mr. Stowe stated that he is opposed to having a Public Safety Director position and would like to see only a Police Chief and Fire Chief position for the city.

Motion to close the public comment period.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ruhland
SECONDER:	Lyden
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

Setting the Agenda

The agenda was accepted as presented.

1. CONSENT AGENDA

Motion to approve consent agenda Items 1A-1C and 1E-1J as presented.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Lyden
SECONDER:	Ruhland
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

2. FINANCE DEPARTMENT REPORT

No Report

3. ADMINISTRATION DEPARTMENT REPORT

No Report

4. PUBLIC SAFETY DEPARTMENT REPORT

- A. Agreement with City of Orono for Lease of Tender 2 #610

Motion to approve the agreement with the City of Orono for the Lease of Fire Department Tender 2 (Vehicle #610), with direction to continue marketing the sale of the vehicle with an available date as of the end of the lease term as currently presented and as may be amended.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ruhland
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

5. PUBLIC SERVICES DEPARTMENT REPORT

No Report

6. COMMUNITY DEVELOPMENT REPORT

- A. Water Treatment Plant Project

The Community Development Director provided an overview of the Water Treatment Plant Project including the project timeline. The City Council expressed their appreciation to the State Legislative leaders who worked on behalf of the City of Lino Lakes to secure grant funding for this project.

- i. **Motion to adopt Resolution No. 24-83 Accepting Bids, Awarding a Construction Contract**

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Lyden
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

- ii. **Motion to adopt Resolution No. 24-84 Approving Construction Servies Contract with WSB, LLC**

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ruhland
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

iii. Motion to adopt Resolution No. 24-85 Declaring the Official Intent to Reimburse Certain Expenditures from the Proceeds of a Note from the Minnesota Public Facilities Authority

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ruhland
SECONDER:	Lyden
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

B. First Reading of Ordinance No. 11-24 – Interim Ordinance Prohibiting Subdivision of Land for Residential Purposes

The Community Development Director stated that the proposed interim ordinance creating a moratorium on the subdivision of land for residential uses, covers approximately 980 acres in the northwest quadrant of the city to complete a Master Plan for the area. The suggested study area would encompass the area between 4th Avenue on the east, Sunset Avenue to the west, Pine Street on the north, and Carl Street/Century Trail on the south.

The Community Development Director stated that the Council is also asked to consider the inclusion of an Alternative Urban Areawide Review (AUAR) study with the Master Planning process. He stated that the AUAR is an environmental review document that would allow more in-depth analysis and provide a mitigation document for implementation. The AUAR would eliminate the need for any further environmental review by individual development proposals, provided development is within the parameters studied.

The Community Development Director reported that the Planning and Zoning Board reviewed this land use matter at their June 17, 2024 meeting. Their recommendation is to adopt the interim moratorium to prepare a Master Plan, to support the project boundaries as presented, and to authorize an AUAR study.

The Community Development Director stated there are three decision points for the Council:

- Consider the adoption of an interim ordinance establishing a moratorium to prepare a Master Plan for the Main Street Corridor.
- Define the project boundaries.
- Consider including an AUAR study as part of a Master Plan.

The City Attorney reviewed that the City has statutory authority to adopt a moratorium if a study is needed. He stated that Lino Lakes has adopted a moratorium in the past, and the courts have upheld moratoriums.

The City Attorney stated that he wanted to review a couple of items as well to maybe draw focus on public comments and council discussions so we can get to the real task at hand those three questions that the Community Development Director outlined at the end.

The City Attorney stated that he wanted to clarify that the nature of the moratorium is that it applies to the subdivision of land for residential purposes. He stated that there were several public comments last week at the Planning and Zoning Board, referencing that the moratorium

would prohibit religious uses and that's not true. It applies to residential uses. It doesn't apply to religious land uses. It does not apply to commercial uses.

The City Attorney stated that the scope of the moratorium applies to a geographic area. There were several comments at the Planning and Zoning Board meeting suggesting that the Madinah Lakes project was being singled out. He stated that's not true as the moratorium applies to that property as well as property the Pulte Group has interest in for development and it applies to every other parcel in that study area. All those parcels would be subject to the moratorium and would not be allowed to subdivide for residential purposes until the moratorium expires and the study is completed.

The City Attorney stated that what's before the council is the moratorium, the preparation of a Master Plan as recommended by the City's Comprehensive Plan and the possible inclusion of an AUAR. He further clarified that the development history of a developer, the criminal history of a developer, or the details of the Madinah Lakes proposal is not germane to whether from a policy and planning perspective, a moratorium should be adopted.

Mayor Rafferty opened the floor to Council Comments.

Councilmember Lyden asked why the commercial element was not included in the proposed moratorium.

The Community Development Director stated that the moratorium is focused on residential as the area does not have commercial/industrial uses. Those are focused on highway districts.

Mayor Rafferty requested and received clarification on the land use area being considered.

Councilmember Cavegn asked if a moratorium was needed in order to prepare a Master Plan.

The City Attorney stated that it was not required but was permitted if there was a need for a moratorium as it relates to providing a pause to prepare a Master Plan.

Councilmember Cavegn stated that if the water supply issue is a valid concern, that the study should include the entire city. He questioned what has changed since the 2030 and 2040 Comprehensive Plans were prepared and that we now need a Master Plan.

The Community Development Director reviewed the planning process for the 2030 and 2040 Comp Plans.

Councilmember Ruhland clarified the need to conduct a Master Plan now due to development interest from two massive developments and the Comp Plan calling for a Master Plan.

Councilmember Ruhland asked for background information on the Watermark Development AUAR.

The Council reviewed the planning steps related to the Master Plan and AUAR. They reviewed the different elements of land use planning and the possible need to study other areas of town to prepare for future development. The Council also discussed the role of the Planning and Zoning Board.

i. Public Hearing

Mayor Rafferty opened the Public Hearing at 8 p.m.

The City Administrator read into the record a letter from Scott Robinson, 817 94th Avenue Lino Lakes. The letter stated I regret that I cannot attend tonight's council meeting. I am spending a short week backpacking with two of my grandsons and my son. I hope and pray in the future I will be allowed to do more of it. As I ponder the reasons for a moratorium, I can find no logical one. The Planning and Zoning Board and the Council have worked diligently for decades to ensure that the growth of Lino Lakes has been thoughtful and purposeful. The Council can and should decide to have an AUAR performed in the area proposed, to aid in Master Planning the approximate 900 acres encompassed in the area recommended by the Planning and Zoning Board at its June 17, 2024 meeting.

The letter continued, I encourage all the property owners encompassed in the area to be involved in the process affecting their property and the future allowed uses and restrictions the AUAR and subsequent Master Plan will impose on their properties. There does not need to be a moratorium in place to do so. I have confidence in the skills of our city staff to coordinate with landowners, potential developers, and related government agencies, boards, and councils. I need to hear from city staff that they are overwhelmed with residential development in an area that does not have residential development. Currently, there is not one new construction or obvious remodel occurring in the proposed area. This is a perfect time to coordinate with the developers who are at the table right now on the properties they have contracts to purchase. This Council has precedence in doing exactly that. At the October 2, 2006 meeting, this Council approved moving forward with Master Planning the approximately 655 acres proposed by Bancor Group without instituting a moratorium. The consensus is recorded in the approved minutes of that meeting on page 3, lines nine and ten. You will need to read from page 2, line 12, but the action and intention are clear. I attended that meeting, I remember a vote. Councilmember Carlson voted against, all others for. The minutes do not reflect the voice vote. That is why when you vote on this issue, I request a roll call vote so there will be no mistake as to how and who voted. I think Lino Lakes voters deserve to know where the council and mayor stand on issues.

The letter concluded, just one final thought, What is one year of your life worth to you? I turn 63 this fall. My wife and my family want to start a new chapter in our lives, but we are being held hostage to those who just scoffed. I asked you how patient you would be if you were in our shoes. 1990, the City has been kicking this can down the road since 1990. Enough of the hand-wringing, vote for the AUAR and no on a moratorium. Sincerely, Scott Robinson.

Councilmember Ruhland asked for some time to address the Council and began by expressing his sincere appreciation for everyone in attendance. For those who have voiced their opinions and for the community engagement we have witnessed, this really showcases the passion and dedication our citizens have for the future of our great City of Lino Lakes. He clarified that at this moment he is speaking for himself as an individual council member. He stated that what brings a lot of people here tonight was several weeks ago, he proposed a moratorium on new residential development in the northwest quadrant of the city. He asked for the opportunity to clarify the essence and intent behind this proposal. He stated that in his last speech, he thought he made it clear what his intentions are by suggesting this interim ordinance, but he realizes some may not have been in attendance. He said he has been quoted several times on his initial thought process, and he would encourage any outside groups or interests that are in

attendance tonight, that prior to making any unfounded accusations regarding his or the Council's prerogative they research the initial meeting and subsequent meetings. It's all either tape-recorded or videotaped, and there are minutes to summarize the meetings as well.

Councilmember Ruhland stated that the moratorium is not, nor never has been an attempt to block any development in our city. Instead, it's a strategic pause to ensure that we plan responsibly and thoughtfully for the future growth of our community. He stated his proposal is deeply rooted in principles of careful urban planning. He referenced that the 2040 Comprehensive Plan explicitly designates this area for a Master Plan. This is a significant step that requires us to consider the long-term impact of developing over 400 acres of land and potentially adding close to 1,000 homes, if not more. This area is one of four gateway entrances to our city, out of over 100 miles of roadway within our city making a crucial point of development that demands meticulous planning. We have already initiated a high-level look at this area with projects like the planned roundabout at sunset, which is which is central to these developments and currently underway.

Councilmember Ruhland stated that proper planning is not just about building, it's about shaping the landscape of our city in a way that benefits all residents. Careful and deliberate planning is something the taxpayers of our great city want. And that means it's his job to provide them with the means to do so. A moratorium is a perfect vehicle for that and one example of exactly what they're used for. Over the last three years, we have done two other moratoriums in Lino Lakes. The moratorium he proposed reflects the City's long-standing tradition of being slow, methodical, and intentional with how we approach development. It is a temporary measure designed to give us the necessary time to develop a Comprehensive Master Plan that aligns with our Comp Plan, incorporates public input and ensures that we are making decisions that will benefit our community for generations to come.

Councilmember Ruhland stated that he understands that this proposal has raised concerns and sparked significant discussion within our community, and he wants to address some of these concerns directly, particularly those voiced by members of CAIR-MN as well as the Madinah Lakes project developer. He noted that he has not heard anything from the other developer that would be impacted by this proposed moratorium. He said let me state unequivocally that this moratorium is not and has never been about discrimination. The suggestion that is a mask for Islamophobia, or discrimination in general is completely unfounded and contrary to the values of inclusivity and equality that we uphold in Lino Lakes. He stated that our city is home to a diverse population, and we are committed to ensuring that all residents feel welcome and valued. The moratorium is solely about responsible urban planning and prudent development of our City's resources.

Councilmember Ruhland stated that he would also like to set the record straight for those that have been providing erroneous information at various open mic opportunities. He stated that he really hopes this is not the case, but it seems there are those slinging accusations of ill intent to speculatively obtain media attention with the potential goal of pressuring this Council into making decisions that sidestep taxpayer equity and input in such planning. Again, trying to accomplish this by attempting to paint a narrative that is not based on any of the facts.

Councilmember Ruhland stated that he has been asked if the Council toured the Pulte Del Webb development. He reported that they did to learn more about a development that had appeared before the Council with development interest in Lino Lakes. He stated that if the Madinah Lakes developer has another development, they would like the Council to tour he would encourage them to let the Council know where it is. And they can provide public notice as they did with Del Webb and schedule that tour.

Councilmember Ruhland stated that part of the facts is the timeline. The same day they toured Del Webb, a video went viral about another development across the street, the Madinah Lakes project. He stated that at least he saw the video for the first time that day, as the Council was touring Del Webb. That project was an additional 156 acres, across the street of where the very development they touring was proposed, resulting in two massive developments at a gateway entrance which will change the entire look and feel of that important area.

Councilmember Ruhland stated that it has been asked why now? and why not when other developments are coming forward? He stated that he cannot speak for prior Councils or other Councilmembers on our current Council, only for himself. Having reviewed the last proposed development on this parcel, the answer is because there was only one development, it was also far from finalized. Today both of these developments are poised to come in right around the exact same time. That is what set off the alarm bells for him and why he started looking further into that area and ultimately concluded that a moratorium is the right call. It's been said that there is no Pulte development coming. They are not under contract for the land adjacent to this development. He stated that while he doesn't know why the Pulte development hasn't taken the next step, he would believe it could be because they are waiting to see what direction the Council takes with the planning process before investing money in submitting plans. Similarly, he does not know why the Madinah Lakes developer hurried to submit a plan when they knew the Council was considering a moratorium. He said in his original motion to start the discussion of a moratorium, he identified that development is expensive. A developer can be 10s of 1,000s of dollars invested in a project just to find out if it can move forward or not. At the time he had said he would hate to see developments come forward, invest a ton of money into it, and find out we cannot support the homes for the developments. Where there needs to be Comp Plan changes, etc., that would make a development, once thought to work, no longer meet the economic expectations of the developer. He said that at the time he said this as a heads up to the two developers, as he didn't want them to spend money without knowing all the facts of a potential change in the outcome of a proposed development.

Councilmember Ruhland stated that the City Council has heard from many citizens who are concerned about the pace of growth in Lino Lakes. These voices reflected a desire to ensure that our City's expansion is manageable and sustainable. The interim ordinance is intended to provide transparency and invite public participation in shaping the future of this critical area. It is about aligning our development efforts with a Comprehensive Plan ensuring that we have a Master Plan that incorporates the needs and desires of our taxpayers and neighboring communities. This is an opportunity to gather input from stakeholders through public hearings and other means. A development now will be what an area looks like for likely the next 100 years maybe more. Let's do it right.

Councilmember Ruhland stated that it is important to remember that this is a temporary measure and is not designed to hold development indefinitely, but to provide a structured and thoughtful approach to how we proceed. By taking this pause we can avoid rushing into development without a clear plan, which could lead to costly revisions and unintended consequences in the future.

Councilmember Ruhland stated that in conclusion he would urge everyone to look at the broader picture and understand the long-term benefits of this moratorium. It is about ensuring that we develop this crucial gateway to our city in a manner that is thoughtful, inclusive and beneficial for all. He asked that we take this opportunity to come together as a community to engage in constructive dialogue. And to contribute to a Master Plan that reflects our shared vision for the future of Lino Lakes.

Clark Robinson, 5 Main Street, Lino Lakes, stated that he owns the property in the Northwest corner of Lino Lakes, identified for the moratorium. So, he is here to speak about the proposed moratorium. The Northwest corner of the city has had a few developers interested in the past and they have been waiting patiently for an opportunity like the Pulte retirement community to come along and it is now at their doorstep. As the Community Development Director mentioned, as a city, we've had growth spurts and small declines within our city over the past 20 years. The proposed retirement community Pulte is looking to construct on his property is nowhere near the amount of growth the city experienced in the early 2000s.

Mr. Robinson stated that a development like this will take several years to be completed, through the normal building process. It is not necessary to extend the length of time it will take to build a community of this scope, as there are already enough built-in time constraints that will give more than enough time to complete a Master Plan. Just look all along the east side of the city has been built out with that process, you can see firsthand that development takes time. It has been close to 10 years, and it's still not completely done.

Mr. Robinson stated, as the mayor noted earlier you'll have more than enough time to receive input needed to create a well-thought-out retirement community that you can be proud of. With our aging community and the lack of senior housing within Lino Lakes, this development would be a great addition to our beautiful city. The fact is elderly people drive less, volunteer more, and don't have small children to add to a burden to our public school system. The homes they will live in will also generate considerable tax revenue. If this isn't a beneficial development to our community, what would be then, by choosing to implement an unneeded moratorium, you're increasing the likelihood of pushing Pulte away from our city, forcing them to find a community more willing to work with them through the development process. As the mayor mentioned, we already have ups and downs in our economy, we already have an economy that has natural moratoriums built into it. Therefore, he doesn't feel like we had to have to add another one.

Mr. Robinson said that here now you have an opportunity to be a part of a drastically needed retirement community by voting no to the moratorium, we will be able to continue to work with Pulte to design a senior community that only a few cities across the nation can say that they have. As Councilmember Cavegn had mentioned, we need to be shovel-ready.

Mr. Robinson said, in closing the questions that he would like answered, if a moratorium was not put in place, and an AUAR is done, how soon would Pulte be ready to split up any lots anyways? It would be already passed the 12-month proposed moratorium. Can an AUAR be done without putting a moratorium in place? He found out that the answer is yes. When you do the AUAR how many scenarios will be included? He believes that doing an AUAR without implementing a moratorium is the right thing to do.

Faraaz Yussuf, Zikar Holding Developer, 12724 Leyte Street NE, Blaine, stated that his focus is on the future. He stated that he is a realist and knows that this moratorium will pass. And while he still disagrees with it, he willing to embrace the decision. Many on the Council have argued that this is the one shot to do this right. So, let's go ahead and masterplan the northwest quadrant. Let's do an AUAR. His only request is to allow him and any other potential applicant developer in this area to be actively involved, making sure this process is conducted so all voices feel they've been heard. He stated that while he may not be an experienced developer like Pulte, he does have a vested interest in making this development more successful. He stated that he plans to be a future resident of this development and of this great city. He said that he will be standing here at the end of this moratorium, not by forcing anyone's hand. But by rolling his sleeves up and working with the city to find the best solution and development plan for this area, which preserves its unique character.

Mr. Yussuf made a request to have approximately 100 screenshots of racist and Islamophobic online comments documented into the public record.

Jameel Ahmed, 12142 Bataan Street NE, Blaine, stated that he is here to support the Madinah Lakes development and here to support the City of Lino Lakes. He stated that he understands the need for master planning. While he disagrees that a moratorium is necessary for this to happen. He has chosen to embrace any decision this Council makes as long as the Council allows the Madinah Lakes developer the opportunity to play a role in in partnering with the city. He stated that in the master planning and the AUAR process, the Madinah Lakes is the only current applicant affected by this decision. He stated they want to work with the City Council to retain the character and identity of Lino Lakes as a quiet suburb with great families, schools, forest reserves and sanctuaries for wildlife. He stated that as a resident of Blaine, he too is fond of quiet suburbs and good schools. He will not infringe upon anyone's quality of life or desire for peace and quiet. We all want the same thing a home to call our own, where we can safely and comfortably raise our families, the American dream.

Mr. Ahmed implored the City Council and residents of Lino Lakes, to decide based not on hearsay rumors or bigotry, but based on the merits of the project, its potential for opportunity and development, and above all, based on our shared experience as citizens of this great city of this great country. He said the decision made here will impact lives for years to come.

Dean Dovolis, Madinah Lakes Project Architect, 333 Washington Avenue N., Minneapolis, stated that moratorium is not necessary. It's an overly aggressive layer that doesn't need to happen. He agreed with preparing a Master Plan and an AUAR study, along with all the related traffic studies. He said those will accomplish all the goals that this Council is trying to proceed with, and the goals the residents of Lino Lakes are looking for.

Mr. Dovolis said that as the Council has seen from previous meetings, Madinah Lakes is a quality development with plans that exceed the standards of the community, so they are very proud of what they are proposing. He said they want to work with the city, using the tools the city has ready. There is no need for the excess ordinance that's been recommended at this moment, because the foundation which it covers is already in place.

Matt Duffy, 7760 France Avenue S., Bloomington, requested that the letter he submitted to the Community Development Director be entered into the public record. He stated that he has been part of AUAR planning processes in the past. He believes involving those interested in development projects in the process is most effective. He noted that it will take two construction seasons to complete the project as it is and if a moratorium is implemented it will take four seasons.

Sarah Shahid, 12724 Leyte Street NE, Blaine, stated that the moratorium is unfair, unjust and highly targeted. The Robertson sod farm has utility staging at the southern property line. It's slated for development in 2025, and the entrance out from Blaine on the main street is already planned by Anoka County. She stated that the Master Plan and the AUAR are not excuses for a moratorium. It has been reported by city staff that while water is a concern, this proposed development can still be supported, especially due to the lower-than-expected development over the last few years in Lino Lakes. She noted that 434 units don't go up overnight. It usually takes three to four years to do that once the construction starts.

Resident of 1304 Vera Cruz, Brooklyn Park, stated that he is a former Lino Lakes resident and that he is also speaking on behalf of friends that live in Lino Lakes, noting that they are also business owners. He said that placing a moratorium on this project means that you don't want to welcome new people want to move to Lino Lakes. In 2016, the City approved a Planned Unit Development with 871 Single Family units, and two other developers presented this in 2016 through 2022 and it didn't face opposition or moratorium. So, a common misconception people think that Madinah Lakes is only for the Muslims. It's not it is for people of all races, beliefs, backgrounds.

Asad Zaman, 1608 Como Avenue, St. Paul, stated that he has a few questions relevant to this moratorium. One, if water is one of the two reasons for this moratorium, then why are you not including all residential construction in the whole city? Question number two, he searched for the words master plan in the 2040 Comp Plan. And it came up with 51 instances of those words being used. If Master Planning is one of the two reasons for this moratorium, please tell us how many times a Master Plan has been produced on a piece of land in the city. And how many of those times was a moratorium imposed? Furthermore, does the city intend to impose a moratorium for every future Master Plan mentioned in this Comp Plan. How many times has the AUAR process been conducted, and how many of them were accompanied by a moratorium? He stated that his community would appreciate answers to these questions, because that will help them decide if this moratorium is fair or if it's unfairly targeting their community.

Zaman stated that when the public comment was opened the topics considered germane to the discussion were reviewed, however, Councilmember Ruhland was allowed to speak to those issues. He said that he was willing to take the Council at face value that the moratorium is not

fueled by bias. All the City Council would have to do is publicly condemn the people who have made those vicious statements that are in the packet that has been submitted for documentation this evening.

Abdul Basit, 12457 National Street, Blaine, stated that he lives along the border of Lino Lakes where the project is proposed. He discussed the diversity of the community now and in the future. He referenced that staff had indicated the water level was fine for development and therefore questioned why a moratorium would be needed to study that as development will not occur overnight. He referenced that the City Attorney said that a moratorium was not legally required. He expressed his support for the project and opposition to the moratorium.

Jaylani Hussein, CAIR-MN Executive Director, 2511 East Franklin Ave., Minneapolis, questioned why this particular area is being discussed for a moratorium. He noted that in the past two development project processes a Master Plan and AUAR were not required. He noted that the discussion of a moratorium came up after the developer presented their plans. He said the City Attorney has confirmed that a moratorium is not required to prepare a Master Plan or AUAR. He believes it is unfair to impose a moratorium. He noted that the City has reports completed for water, traffic and environmental considerations.

Aaron Nash, 87 Lilac Street, Lino Lakes, stated that he is in favor of the moratorium. He provided an overview of the 2040 lawsuit, an article in Minnesota Lawyer magazine from June 2022. A lack of coordination between the Met Council and the city to plan infrastructure more cohesively with density was at the core of the lawsuit. This is why we need this interim ordinance to do Master Planning, because everyone keeps focusing on the actual development of the housing development. But this has to do with infrastructure. It is not the responsibility of the developer, to deal with infrastructure. That's what we have counties, we have cities, it is their job to figure out what we need, and then tell the developer, you're going to pay for this, this road needs to be this big, etc.

Bonnie Herman 7859 Loise Lane, Lino Lakes, stated that she supports the moratorium, because she loves our way of life. She stated that she supports the moratorium because she is old enough to live in that senior facility if it goes in with the Pulte development, but she wants space and wildlife.

Patti Miller 476 Lois Lane, Lino Lakes, said that she has lived there since it was a dirt road. She said she has watched a lot of changes in the city. She asked that the Council take the time provided with the moratorium and make a plan. She highlighted current traffic issues. She said that she believes we need to take serious look at the traffic patterns as well as the water usage and all the other infrastructure issues. She stated that she is supporting the moratorium just for the planning. She said that she would like to hope that during that planning, any developers interested can be part of it so that we make a good plan that everybody likes

Ashley Johnson, 7839 Lois Lane, Lino Lakes, said that three years ago, she was at a Council meeting, speaking regarding the speeding that was occurring in her neighborhood. She asked today that the Council vote in favor of the moratorium. She cited safety, law enforcement and emergency services impacts. She stated that adding more people without planning isn't right.

Randy Rennaker, 379 Carl Street, Lino Lakes, stated that he is a property owner in the subject area in the northwest quadrant. So, he has a vested interest in this conversation about future development and a potential moratorium. He stated that he supports the moratorium. He cited the recent Judge's decision on the White Bear Lake water ban and questioned the impact of the decision on future wells that are going to be constructed within the city. He asked if the city is going to take the opportunity during this moratorium to investigate these water issues related to the White Bear Lake lawsuit.

Coral Digatono, 471 Andall St, Lino Lakes, stated that to reduce the number of redundant speeches tonight, she has been asked to speak on behalf of 1,000's of Lino Lakes residents, who strongly support the proposed moratorium as it exercises the City's stated right as laid out in the 2020 Comprehensive Plan to Master Plan the Main Street gateway to our city. Given the size and scope of these proposed developments moving slowly and prudently protects both the city and all developers involved.

Dr. Abdirashid Shire, 2150 Watermark Way, Lino Lakes, said that their home is in the new Watermark development. He called out that an AUAR should have been done not at the time of development but in anticipating of development. He stated that he is in favor of the Madinah Lakes project and opposed to the moratorium. He highlighted the Community Development Directors comments that we did not achieve the level of development we want to see in our city. So here now we have this wonderful opportunity that will make our city grow and more. He does not see why we need to stop that or prevent that from happening.

Hara Zarhad, 3116 28th Avenue NE, Blaine, said that a one-year moratorium is not properly justified. No other applicants are applying to develop in this area. He questioned if water supply issues were a concern, why wasn't the entire city being considered. If a moratorium was needed to prepare a Master Plan, why was a full year needed to complete that. He said that other reasons he has heard for adopting a moratorium are open space, wildlife, and keeping a way of life as it is right now. He asked what is the real reason for adopting a moratorium.

Nasiruddin Muhammad, 10514 Hawthorn Trail, Woodbury, said that he has come a long way here to address Mayor Rafferty and members of the council. He said that he is here to express his support for the Madinah Lakes project and to oppose the moratorium. He stated that we all desire to live in an area that is underdeveloped, less developed, pristine, and we all want literally to kind of lock the door after we get into a certain space. But when we live in a large metropolitan area, growth is going to happen. The only question is how do we manage and control the growth? He stated other cities have tried to stop growth. He said Lake Elmo fought all the way to the State Supreme Court. They lost because the Met Council wanted to develop higher density in Lake Elmo, but the city didn't want to. So, it's not possible to stop growth. The question then becomes how we manage the growth and the moratorium is just putting up a sign and saying, we don't want any growth here. It's just another way of trying to stop growth, what you really want to do is, you know, go through the planning process, because all of those issues can be addressed as part of the planning process. There's nothing here that has been brought up that cannot be addressed during the regular planning process. He requested to stop the moratorium and stated if you're going to do the moratorium anyway, then make sure that

the developers are involved in that so that they can provide their input. He said let's not make this a way to push away the developers rights.

Kay Lucy, 6644 River Birch Place, Lino Lakes stated that she has lived in Lino Lakes since 1980. She has enjoyed waking up to nature and everything that Lino Lakes has to offer in a small-town feel. She stated that she is in favor of the moratorium for several reasons. The first one is that we need to understand what the limitation is of that land. We don't need housing that's going to threaten the water supply or challenge the infrastructure or crowd our academic institutions.

Ms. Lucy stated that the city needs time to revisit and develop a new Master Plan. She said the city needs to listen to what the citizens want. She said they don't want these overpopulated cities, and that they like things the way they are. She said residents need to understand how they're going to be impacted because all of this is going to create a price tag. Whether it's remodeling or rebuilding or moving schools, road upgrades, finding additional teachers, city personnel, emergency services, the residents need to be part of any of the decision making that goes on with any building development. She stated that she understands we want to get the developers in on the discussions, but the city residents need to be included in this as well because they are the ones that are affected by it. She stated the city needs to evaluate the potential future revenues. We continue to talk about housing, adding more housing and she asked what about adding more businesses.

Samia Alley, 139 Morgan Lane, Blaine, stated that they are opposed to the moratorium because it is unjust.

Salat Tuke, 14171 Drake Street NW, Andover, stated that he wanted to first congratulate city employees on obtaining a grant from the state. He stated that he hopes the grant is used for one of many city projects, however, he hopes it will not be used to continue the moratorium. He stated that he is opposed to the moratorium. He asked that the City Council be fair in making this decision. He questioned why a moratorium was being considered now and he stated that that he is hearing excuses for the moratorium.

Abdullah Lim, 47801 28 Circle NE, Blaine, stated that he would like to share two gentle reminders before sharing his opinion. The first one is the beginning of the meeting we recited the pledge of allegiance. So, we pledge it ourself to one nation under God, indivisible, with liberty and justice for all, equality for all, regardless of background is the principle this country was founded on. Our first amendment in the Constitution outlines freedom of religion and the expression of religion. Some of the very first people to come to this country were those seeking the freedom of religion. The second reminder is in God's master plan, he put us on this test and he's watching and hearing our outward words and actions. So, these past few weeks have been intense as the City of Lino Lakes has been tasked to decide under pressure. He recognized how much hard work has been done by the city to reach this stage. Stating that we all know that it is critical to recognize that there is more work to do. We need to come together both the city and the developer to come up with an outcome that serves the community in the best way possible. He reported that he spoke to the Madinah Lakes development team and they said they are very positive, optimistic and looking forward to working with the city. He stated that he hopes misunderstanding about this development will be dispelled through dialogue and education.

Luke Walter, Love Lino Lakes Group Representative, 7800 Maryland Drive, Lino Lakes stated that he is here to speak in favor of the moratorium, for many reasons, not which the complexity of the site development is significant. The fact it is a gateway corridor to the city. The fact that citizens are deeply concerned and want their voices heard.

Mr. Walter said that 1,000 residents of Lino Lakes signed a petition, as authorized under our City Charter rights to reduce growth in this city. He said the City Council is going to be presented with 1,000 signatures to put that on the ballot. He said the citizens deserve to be heard. Growth in this city needs to be considered, well managed, environmentally sound, with quality developers and well-thought-out plans. He said that 1,000s of residents are petitioning the City Council to listen and they want the moratorium. He said if the developers feel they should have a voice at the table, then the citizens represented by him tonight should also have a voice at the table as well.

Randy Kaufman, 2750 Alamo Lane, Lino Lakes, said that he and his wife moved to Lino Lakes five years ago. He said that he is a physician and that the analogy he would like to use tonight is that both the City Council and he take a pledge. He takes a pledge as a physician to take care of the people in his charge, and the City Council takes a pledge to look after the people of our community. He said when he prepares to do a procedure, he does it with all the information he can possibly have. By the same token, this moratorium will allow the City Council to gain more information to make a wise decision.

Chris Grimes 7906 Henry Lane, Lino Lakes, provided a comparison of growth and development in a quadrant of Lino Lakes and Blaine. He reviewed the school expansions over the years. He discussed infrastructure planning and water demand. He asked that the Lino Lakes City Council learn from the past mistakes made in Blaine and create a solid plan moving forward that works.

Ali Say, 10973 Fillmore Street, Blaine, stated that he has been attending city meetings for the past two months. He questioned why he would waste his time if the Council has already made its decision on the moratorium. He said the moratorium is a "slow the growth" proposal. He said it is against business development. He said the City will lose its best employees to other cities if it does not grow as other cities will be able to pay more. It is socialist if the City does not allow the property owner to sell their property.

Resident at 234 White Pine Road, Lino Lakes, stated that he has been a Lino Lakes resident since 1983 and has lived on the northern corner and now at Pine Road. He said that he lived by the sod farm and that he supports the moratorium as he doesn't want to see any more high-density development.

James Baker, 7810 Lois Lane, Lino Lakes, said that part of what he thinks has been glossed over is that we're looking at a very small subset of the developmental acres. If we extrapolate that to the entire area that's under consideration. We're looking at 2,800 potential units based on what the currently proposed density is. Previous people have mentioned there has been prior environmental and traffic studies. Those are all perfectly applicable to the smaller and very focused developments, but they don't take into consideration the entire scope. He stated that he believes that knowing what the traffic impacts are on even something as far back as Lake Street or Pine Street. He said that he could see this exact same conversation being had 10 years

down the line when the next parcel needs to be developed. Is it fair for that developer to shoulder the financial responsibility and burden to expand some of these infrastructures or for the city to have to impose eminent domain and say, well, now we're at this stage, this thing now needs to be bigger. Those are considerations that we can handle now.

Javed Mohammed, 4631 131st Avenue NE, Blaine, stated that when the City put the Comprehensive Plan together, there was thought that went into it. The City's Comprehensive Plan was reported as adopted in November of 2020. The Comprehensive Plan forecasted growth of 1,600 units between 2020 and 2030, and an additional 2,000 units between 2030 and 2040. Just as anybody who develops a plan, they try to take a look at the progress of that plan. Average actual growth was reported as 118 units. As the attorney has said, rather than going through the process of moratorium, there are other tools in the toolbox, please use those tools. Review the Comprehensive Plan and look at the other tools that are in place. Use those tools rather than putting a moratorium on the development.

Sherrie Honeycutt, 6564 Gauge Lane, Lino Lakes, said that she built her home in 1988. She said her neighborhood lots are all three (3) to 10 acre lots is because there's a marsh in the middle of it; almost all of our lands have some marshland on them. We've all been told that we can't do anything with it, which is fine. She said that she loves all our wildlife in Lino Lakes. She reviewed the impact on traffic and schools as a result of the development since 1988. She stated that she supports the moratorium.

Steve Anderson, 7795 Clydesdale Circle, Lino Lakes, stated that he supports the moratorium. He commented that several people have said that there has never been an objection to a development in this particular area. He said that is inaccurate, there have been a lot of objections to various developers trying to develop this particular property. He said that he lives just downstream from the area proposed for development and he had received a citation from the city to correct a drainage system that had previously been approved by the city and he had to pay for the fix to the water problem. He said now this upstream problem that is potentially going to flood him out again, is going to cause him even more nightmares. He said if the City paves over this area and put all these houses in here, you're going to have a hydrology nightmare. And the ones downstream are going to be having to deal with it. You have the Carlos Avery downstream the Rice Lake Watershed. The sod farm is a major water sink right now. He suggested that this moratorium be a time for the City to consider alternatives such as a large green space.

Elliot 613 129th Avenue, Blaine, stated that he is opposed to the moratorium. He stated that the development will be a multi-year project and he requested that the City not adopt a moratorium, in order to keep the process moving forward.

Johan 12124 Baton Street NE, Blaine, said that he watched the entire last City Council meeting online. He said he discussed the meeting with his family and the negativity they heard in the meeting and the comments made online.

Mr. Hussain, 11357 Lincoln Court NE, Blaine, said that he stands before the Council this evening to express his strong opposition to the proposed moratorium. He urged the Council to vote against the moratorium as the City already possesses a comprehensive toolkit to guide growth

and development, making a moratorium unnecessary. He stated that implementing a moratorium would not only halt progress but also create unnecessary division within our community. By utilizing our existing tools, we can ensure thoughtful development that benefits our community and maintains our City's character. He asked the Council to please vote no to the moratorium and to move forward with a collaborative and constructive approach.

Chris Stowe, 426 Pine Street, Lino Lakes, said that Stowe is for slow the grow. He reviewed his professional experience as a plumber as it relates to planning for water. He said that he is in favor of the proposed moratorium.

Motion to Close the Public Hearing at 10:02 p.m.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ruhland
SECONDER:	Cavegn
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

Motion to dispense with the full reading of Ordinance No. 11-24.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ruhland
SECONDER:	Lyden
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

Motion to approve 1st Reading of Ordinance No. 11-24.

RESULT:	CARRIED [4-1]
MOVER:	Ruhland
SECONDER:	Lyden
AYES:	Rafferty, Lyden, Ruhland and Stoesz
NAYS:	Cavegn

7. UNFINISHED BUSINESS

None

8. NEW BUSINESS

None

9. NOTICES AND COMMUNICATIONS

Mayor Rafferty announced that the next City Council Work Session will be July 1, 2024, at 6:00 p.m.

ADJOURNMENT

Mayor Rafferty adjourned the meeting at 10:05 p.m.

These minutes were considered an approved at the regular Council Meeting on September 9, 2024.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

DRAFT

**Lino Lakes City Council
Work Session
Minutes**

DATE: July 1, 2024
TIME STARTED: 6:00 P.M.
TIME ENDED: 8:45 P.M.
LOCATION: City Hall Council Chambers
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Lyden, Stoesz, Cavegn, and Ruhland
MEMBERS ABSENT: None

Staff Members Present: City Administrator Sarah Cotton, City Clerk Roberta Colotti, Public Safety Director John Swenson, Community Development Director Michael Grochala, and City Planner Katie Larsen.

1. Call to Order and Roll Call

Mayor Rafferty called the meeting to order at 6:00 p.m.

2. Setting the Agenda: Addition or Deletion of Agenda Items

Motion by Councilmember Lyden and seconded by Councilmember Ruhland to table Item 3 – Madinah Lakes PUD Concept Plan, until a Master Plan is completed.

The Community Development Director stated that while we now have a 4-1 vote in favor of a moratorium as part of the first reading of the ordinance, he asked the Council to not presume adoption of the proposed moratorium. He said that the Council has before it an active concept plan and it is requested that the Council provide non-binding comments. The Community Development Director stated that staff is requesting feedback from the City Council on the following:

- Thoughts on PUD flexibility for lot widths, lot sizes, setbacks?
- Should the applicant hold a neighborhood meeting prior to PUD Preliminary Plan/Preliminary Plat submittal?

Councilmember Ruhland asked about the timeline for reviewing the concept plan.

The City Planner reported it is 60-days (August 23, 2024).

Mayor Rafferty stated that he is not in favor of tabling the matter.

Councilmember Cavegn suggested that as the moratorium is not in place, there is no reason for the process not to move forward.

Councilmember Stoesz said with the pending adoption of the moratorium he is in favor of tabling this item.

Councilmember Ruhland stated that he watched the Environmental Board Meeting and asked for additional information regarding the timeline for the review process.

The Community Development Director reviewed the timelines with and without a moratorium. He stated that it wouldn't hurt to hear from the developer this evening and to review the plan in context of the Comprehensive Plan.

Councilmember Cavegn stated that the developer may benefit from Council feedback this evening so they can work on their plan.

Councilmember Ruhland stated that since the Master Plan can change, then the Council feedback might change as well.

Councilmember Lyden stated that any feedback today could be erroneous.

Councilmember Ruhland said that he tried to avoid this situation of having a Concept Plan before a Master Plan is completed, however, at this point the Council could consider giving the developer credit for any staff time charged to the escrow.

Mayor Rafferty reiterated that the Council has before it this evening a Concept Plan for review.

Councilmember Ruhland said that he has attended the City committee meetings and so he has heard the presentation. If the full Council would like to hear the presentation that is ok, however, he is not going to comment on the plan.

Councilmember Lyden questioned the timeline applicable to the motion to table the concept plan review.

The Community Development Director stated that August 23, 2024 is when the concept plan review time ends and the second reading/adoption of the moratorium is scheduled for mid-August.

Councilmember Lyden withdrew the motion to table Item 3 – Madinah Lakes PUD Concept Plan, until a Master Plan is completed, Councilmember Ruhland concurred.

Motion by Councilmember Stoesz to table discussion of Item 3 – Madinah Lakes PUD Concept Plan until July 8, 2024, after the vote on the moratorium, and if the moratorium vote passes, then not to proceed.

Councilmember Ruhland reaffirmed his desire to credit the developer for planning time.

Councilmember Stoesz said consideration of any staff time credit could be handled administratively and did not need to be part of the motion.

The Community Development Director stated that there is a waiting time following the adoption of an ordinance and as a result any moratorium adopted would not be effective on July 8th.

Councilmember Ruhland discussed the timing of the review.

The Community Development Director suggested that the City Council hear the concept plan, while recognizing that the Master Plan may change requirements. He noted that there are many elements to the concept plan. He overviewed the timeline for completing a review.

Councilmember Stoesz amended his motion to table discussion of Item 3 – Madinah Lakes PUD Concept Plan until August 19, 2024, after the vote on the moratorium and if the moratorium vote passes, then not to proceed.

The Council discussed the proposed Special Work Session date of August 19th and the Mayor noted he had a conflict with that date.

Mayor Rafferty reaffirmed that he is in favor of hearing the concept plan presentation this evening.

Motion to table discussion of Item 3 – Madinah Lakes PUD Concept Plan until August 19, 2024, after the vote on the moratorium, and if the moratorium vote passes, then not to proceed.

RESULT:	CARRIED [3-2]
MOVER:	Stoesz
SECONDER:	Ruhland
AYES:	Lyden, Ruhland and Stoesz
NAYS:	Rafferty and Cavegn

The July 1, 2024 Work Session agenda was adopted as amended.

Mayor Rafferty provided an overview of the rules of decorum and noted that the Sergeant-at-Arms has been directed to remove anyone that is disorderly.

3. **Madinah Lakes PUD Concept Plan – Item Tabled**

4. **EAB Update and Forestry Budget Amendment**

The Community Development Director reported that to continue management of Emerald Ash Borer (EAB) this year, staff is proposing the following actions:

- a) Amend the Forestry Budget to increase contracted services by \$50,000.
- b) Add an additional seasonal employee (4 months) at cost of \$13,200.

- c) Delay replacement of boulevard trees. Tree replacement is generally completed concurrent with removals or the following year. This reduces funding for removals by approximately 60-70%. Under this scenario, a priority list would be created, and replacement would be completed when funding becomes available.

The Community Development Director stated that with the proposed increase, staff would be able to target multiple high priority areas and complete additional removals in 2024. Staff is proposing to fund the changes through two avenues. Due to other unforeseen hiring priorities the Community Development Specialist position has not been filled as of July 1st. Staff is proposing to use unspent personnel funding in the Community Development Department for the Forestry adjustments. Any shortfall would be covered by reserves.

Council Consensus

It was the consensus of the City Council to direct staff to move forward with the EAB funding and management plan as presented.

5. **Shenandoah Park Water Quality Improvement Project**

The Community Development Director provided a project overview. He reported that in 2022 the City Council authorized a partnership with the Rice Creek Watershed District (RCWD) to identify potential water quality improvements to reduce volume and sediment/nutrient loading to Rice Lake. A private ditch system maintained by the City runs through the park, under Birch Street, and discharges into Rice Lake. Staff is of the opinion that opportunity exists for a restoration project that would enhance water quality and provide an improved greenway element to the park.

The Community Development Director stated that due to the estimated cost of the projects, it was recommended that the City pursue grant funding through RCWD or other agencies. The City's 5-year Capital Improvement Plan identified this project for implementation in 2025.

The Community Development Director reported that the Board of Water and Soil Resources (BWSR) has established the Watershed Based Implementation Funding (WBIF) Grant Program. The grant program allocates funding to each watershed area for allocation in a collaborative local process. City staff and RCWD have proposed the Shenandoah project for funding through this program. Staff is currently researching funding that would include alternative selection and preparation of plans and specifications, estimated at \$55,000. Once design is completed, the City and RCWD would pursue additional construction funding through the program. Depending on the alternative selected total project costs could range from \$250,000 to \$500,000.

The Community Development Director stated that this evening staff is requesting City Council concurrence to pursue funding and to act as the lead party in cooperation with Rice Creek Watershed District for the project.

The Council discussed trail design, water quality improvements anticipated with this project, possible design elements such as a nesting area for ducks, and environmental conditions.

Council Consensus

It was the consensus of the City Council to direct staff to pursue funding and act as the lead party in cooperation with Rice Creek Watershed District for the Shenandoah Park Water Quality Improvement.

6. RCWD/VLAWMO Boundary Adjustments

The Community Development Director reported that in 2022 the Rice Creek Watershed District (RCWD) undertook a hydrologic boundary review within Ramsey, Anoka and Hennepin Counties. The purpose of the review was to align the jurisdictional boundary more closely to the hydrological boundary between the respective water management organizations. The process identified boundary discrepancies in need of modification. A total of 38 parcels, three (3) of which are owned by the City of Lino Lakes, will be impacted by the boundary adjustments. Twelve parcels will switch from RCWD to VLAWMO and the balance will revert to RCWD jurisdiction.

The Community Development Director reported that State law requires that RCWD submit and petition for the change to the Board of Water and Soil Resources (BWSR). The petition must be accompanied by letters of concurrence from the individual local units of government. RCWD has requested a letter of concurrence by August 9, 2024. Public notice of the proposed boundary adjustment is provided by BWSR upon receipt of the petition from RCWD.

The Community Development Director reported that VLAWMO is completing a final review and is anticipating consideration in August. Staff anticipates bringing the item for consideration by the City Council in late July or early August.

The Community Development Director requested comments regarding the proposed adjustments at this time.

Councilmember Stoesz suggested that a letter be sent to impacted property owners.

Mayor Rafferty stated that he is a VLAWNO Board Member and he asked for an outline of the financial impact to the residents.

The Community Development Director provided an overview of the different funding sources between the two watersheds including taxing authority, assessments and storm water utility.

7. **Notices and Communications**

None

8. **Closed Meeting**

Motion to Close the Meeting for Labor Negotiations, pursuant to Minnesota Statutes §13D.03 at 7:04 p.m.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ruhland
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lynde, Ruhland and Stoesz

Mayor Rafferty re-opened the meeting at 8:45 p.m.

9. **Adjournment**

Mayor Rafferty adjourned the meeting at 8:45 p.m.

These minutes were approved at the regular Council Meeting on September 9, 2024.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**Lino Lakes City Council
Closed Meeting
Minutes**

DATE: July 1, 2024
TIME STARTED: 7:04 P.M.
TIME ENDED: 8:45 P.M.
LOCATION: City Hall, Council Workroom
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Lyden, Stoesz, Cavegn, and Ruhland
MEMBERS ABSENT: None

Staff Attending: City Administrator Sarah Cotton, Human Resources/Communications Manager Meg Sawyer, and Public Safety Director John Swenson (left at 7:30 p.m.)

1. Call to Order and Roll Call

Mayor Rafferty called the meeting to order at 7:04 p.m.

2. Closed Meeting

Mayor Rafferty announced that the meeting would be closed for labor negotiations, pursuant to Minnesota Statutes §13D.03. The meeting was recorded as required.

3. Labor Negotiations

The City Council discussed labor negotiations.

4. Adjournment

Mayor Rafferty adjourned the meeting at 8:45 p.m.

These minutes were approved at the regular Council Meeting on September 9, 2024.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**Lino Lakes City Council
Work Session
Minutes**

DATE: August 5, 2024
TIME STARTED: 6:00 P.M.
TIME ENDED: 8:39 P.M.
LOCATION: City Hall Community Room
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Lyden, Stoesz, Cavegn, and Ruhland
MEMBERS ABSENT: None

Staff Members Present: City Clerk Roberta Colotti, Finance Director Hannah Lynch, Public Safety Director John Swenson, Deputy Public Safety Director/Police Kyle Leibel, Deputy Public Safety Director/Fire Dan L'Allier, Public Services Director Rick DeGardner, and Community Development Director Michael Grochala

1. Call to Order and Roll Call

Mayor Rafferty called the meeting to order at 6 p.m.

2. Setting the Agenda: Addition or Deletion of Agenda Items

The agenda was adopted as presented.

3. 35E/CR J Interchange Update

The Council received project updates from the Community Development Director and provided general feedback, including on design aesthetics. The project is moving forward.

4. RCWD/VLAWMO Boundary Adjustments

The Council received an update on boundary adjustments from the Community Development Director. This project is continuing to move forward. The council discussed the option of a city-coordinated public notice with the Watersheds to ensure impacted property owners are aware of the change.

5. Main Street Corridor Master Plan Process Update

The council received an update from the Community Development Director. He reported that five different firms' proposals have been reviewed and that the first of September staff will be bringing back a recommendation. The Council discussed community involvement, notification, process, and timeline.

6. Public Safety Consultant Committee Recommendation

The Public Safety Director provided an overview of the committee process and recommendations.

The Council consensus was to support the selection of Citygate Associates, LLC, as the

consultant.

It was identified that there was a base price, and a survey could be added.

Formal action was scheduled for the August 12, 2024, Regular Council Meeting.

7. Sale of Fire Vehicle #621 (Engine 5)

The Deputy Public Safety Director-Fire presented the current purchase offer for Engine 5 (Vehicle #621).

The Council consensus was to provide direction to staff to present a counteroffer to cover the City's costs for the commission associated with the sale.

Discussion centered on the option to keep the vehicle as an asset and to possibly bolster the ISO rating. It was determined that the carrying costs and current public safety coverage with the existing vehicles supported the sale.

This item will be brought back at a future regular meeting for formal action.

8. Staff Part-Time Firefighters on City-Observed Holidays

The Deputy Public Safety Director-Fire presented an overview of the proposed holiday staffing structure for the fire division.

The City Council consensus was to support moving to a staffing structure for holidays using part-time Duty Crew firefighters as presented.

This will be brought back for formal action at a future regular Council Meeting.

The Council discussed the timeline for implementation of this change and the Public Safety Director explained it would be a personal policy change and then bidding in reverse seniority.

The Finance Director responded to a request for a comparison between Public Works employees' coverage of holidays and firefighter coverage as they relate to the bargaining units.

9. Q2 Public Safety Update

The Public Safety Director presented the second quarter report for the Public Safety Department. The hiring schedule was outlined, the department has requested a second \$50,000 grant to support the hiring of a second police cadet. It was noted that the second cadet would need to attend Alexandria Technical College, and the housing costs would be covered by the Police Training Budget otherwise there was not a local cost match required for this grant. The Department also applied for a grant for 2025, although a candidate has not been selected for that year. Also, the 2024 candidates

need to complete their background checks.

Councilmember Stoesz asked about the two-way radios and the Public Safety Director reported that Anoka County may issue a Public Safety Bond to cover the cost and FEMA funding may be available for the fire radios.

Mayor Rafferty expressed the City Council's appreciation for the work of the department and the report. The reduced response times were a positive in the report.

10. Park and Trail Funding Discussion

Mayor Rafferty and Councilmember Stoesz presented the topic of park and trail funding for the consideration of the full Council.

Council consensus to direct staff to prepare a report in 2025 (post-2024 audit completion) of the budget surplus from 2024 and to identify 1/3 of that for consideration for park funding. Furthermore, to prepare for a possible park bond referendum in 2025.

The City Council also discussed other projects in need of funding such as the public works building.

Councilmember Ruhland suggested there were new park improvements that could also be considered such as improvements to the baseball fields, and adding a vendor stand that could be rented for revenue.

Councilmember Stoesz suggested that the City seek donations for the park system through an article in the city newsletter.

11. Notices and Communications, City Council

- a. The Economic Development Authority (EDA) will hold a meeting to discuss a potential land sale immediately following the conclusion of the City Council Work Session. The meeting will be held in the Community Room.

12. Adjournment

Mayor Rafferty adjourned the meeting at 8:39 p.m.

These minutes were approved at the regular Council Meeting on September 9, 2024.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**Lino Lakes City Council
Work Session
Minutes**

DATE: August 26, 2024
TIME STARTED: 6:02 P.M.
TIME ENDED: 6:26 P.M.
LOCATION: City Hall Community Room
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Lyden, Stoesz, Cavegn, and Ruhland
MEMBERS ABSENT: None

Staff Members Present: City Administrator Sarah Cotton, City Clerk Roberta Colotti, Finance Director Hannah Lynch, Public Safety Director John Swenson, Deputy Public Safety Director/Police Kyle Leibel, Police Captain William Owens, Public Services Director Rick DeGardner, Community Development Director Michael Grochala, City Engineer Diane Hankee

1. Call to Order and Roll Call

Mayor Rafferty called the meeting to order at 6:02 p.m.

2. Setting the Agenda: Addition or Deletion of Agenda Items

The agenda was adopted as presented.

3. Complaint Re: Email Sent by Councilmember

The City Administrator reviewed that the City Council Code of Conduct states that the City Council is responsible for policing its members. The City Council is to discuss any issues at a council work session. The City is in receipt of a complaint regarding an email response sent by a Councilmember.

The City Administrator outlined the two remedies outlined in the Code of Conduct for the Council. The first is a letter sent to the offending Councilmember stating that they failed to observe the Code of Conduct and requesting that the inappropriate behavior be redressed. The other is that a Councilmember is formally sanctioned by resolution at a regular meeting. A draft resolution prepared by the City Attorney was distributed for discussion by the Council.

Councilmember Lyden stated that as the subject of the complaint, he wanted an opportunity to address the Council. He reviewed his work history and community involvement, as a record of inclusiveness. He stated that he is not racist as he is being accused. He expressed his opposition to the tactics of the Council on American-Islamic Relations, MN (CAIR-MN). He presented an online article from the Focus on Western Islamism website, related to CAIR-MN, for the record. He requested that the City Council consider a resolution regarding having safe boundaries in regards to CAIR-MN.

It was the consensus of the Council to continue the discussion to a future Work Session to allow time to review the draft resolution.

4. **Review Regular Agenda**

The City Council reviewed the regular agenda items scheduled with staff, discussing the decertification of the Tax Increment Financing District 1-12 impact on taxes, the hiring of the part-time firefighter and two paid-on-call firefighters, background on the City's use of the Motorola portable radios that are being proposed for donation to another department, and the replacement radios that are currently in use in Lino Lakes.

5. **Adjournment**

Mayor Rafferty adjourned the meeting at 6:26 p.m.

These minutes were approved at the regular Council Meeting on September 9, 2024.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**LINO LAKES CITY COUNCIL
REGULAR MEETING
MINUTES**

DATE: August 26, 2024
TIME STARTED: 6:30 PM
TIME ENDED: 9:28 PM
LOCATION: City Council Chambers
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Cavegn, Lyden, Ruhland and Stoesz
MEMBERS ABSENT: None

Staff Members Present: City Administrator Sarah Cotton; City Clerk Roberta Colotti, Community Development Director Michael Grochala; City Engineer Diane Hankee, Public Safety Director John Swenson, Deputy Public Safety Director/Police Kyle Leibel, Finance Director Hannah Lynch, Public Servies/Parks & Recreation Director Rick DeGardner, and Communications Specialist Andrea Turner.

The meeting was called to order by Mayor Rafferty at 6:30 PM.

Mayor Rafferty provided an overview of the Rules of Decorum.

PUBLIC COMMENT

Mayor Rafferty opened the public comment period at 6:35 p.m.

Elizabeth Larkin, 980 Aspen Lane, Lino Lakes, stated that she is not opposed to residential growth, however, she believes the City should have the tools in its toolbox to manage development. She stated that the City should adopt regulations to require background checks for developers. She stated that she does not support a development being segregated from the full community. She stated that the City Council has a fiduciary responsibility to manage the development process.

Luke Walter, Love Lino Lakes Group Representative, 7800 Maryland Drive, Lino Lakes, stated that his primary concern with the proposed Madinah Lakes project is that it would be directed at one specific community per their marketing materials. That raises concerns for him about exclusion. He cited the Fair Housing Act, which is intended to prevent racial segregation.

Derek Lind, Ramsey, stated that he represents a citizens group, the Anoka County Elections Integrity Team (ACEIT). He presented a report stating they have 20 members. He stated that the goals of the group are related to ensuring small voting precincts, secured Election Judge data, verified registered voters, validated paper ballots, paper poll books and hand-counted paper ballots. He stated that with him this evening are three other members of the group that will provide further details.

Paul Berndt, ACEIT Member, 1235 129th Circle NW, Coon Rapids, focused his presentation on the Statewide Voter Registration System. He stated that they had requested Anoka County

purchase software to review the voter registration lists. However, that was not funded by the County Board, due to cost. He said a free software (NCOA) has since been used by the County. He stated that ACEIT would like the City Council to adopt a resolution to request that Anoka County review the voter registration list.

Joe Richardson, ACEIT Member, 15224 Swallow Street NW, Andover, stated that when he served as an Election Judge, he noted that everything was done twice except the hand counting of votes. He noted that the State has prohibited the hand counting of votes on Election night. He reported that the State conducts a Post Election Review (PER) audit of the vote totals through a hand count. He suggested expanding this to hand-counting all ballots at the local level.

Lori Mahowald, ACEIT Member, 12872 Bluebird Street NW, Coon Rapids, provided the concluding comments from the ACEIT. She stated that their request is to have the City of Lino Lakes adopt a resolution requesting Anoka County to have an expanded PER hand count of ballots and that all races be hand counted. She stated that ACEIT's contact information has been provided and requested that the Council invite them back to further discuss their proposals.

Mayor Rafferty requested that the City Administrator schedule time at a future work session to discuss this further.

The City Administrator announced that concludes the list of people who requested to speak at public comment.

Motion to close the public comment period at 6:55 p.m.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Stoesz
SECONDER:	Lyden
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

SETTING THE AGENDA

The agenda was accepted as presented.

SPECIAL PRESENTATIONS

State Senator Gustafson

MN State Senator, Heather Gustafson (36 DFL), stated that she represents Lino Lakes, in addition to eight other cities and White Bear Township. She stated that she was here to provide an overview of what the MN State Senate has been working on the last two legislative sessions and what they will be working on this next year. She reported that the state is entering into a budget year in 2025. Last year was a policy and bonding year.

Senator Gustafson stated that this next session she intends to bring forward another \$300 million-dollar Public Safety bill, as she had brought forward a successful Public Safety bill in past years. She reported that last time the City of Lino Lakes received \$929,000 in Public Safety

funding from the state. In speaking with fire departments, she understands that there is a shortage of firefighters. So, the MN Senate is looking at ways that they can boost our fire department as well. She is working with Senator Rest and the Tax Department and Tax Committee, to make sure that they can fund this properly. She stated that for those who don't know, every single city, county, and tribal nation of Minnesota received Public Safety funding that was locally controlled, dollars where they could determine what was best for their community to use towards public safety.

Senator Gustafson stated that she met with the Governor to review the local police and fire department needs in Lino Lakes and other cities. She thanked Lino Lakes Public Safety Director Swenson for providing the information and testimony needed to secure the funding.

Senator Gustafson said another priority she will be working on is lowering the cost of elementary school student before and after school care. She spent most of her teaching career at Centennial High School and knows that the expense of after-school activities for High Schoolers can also be a burden for families and she would like to see more kids involved. She said that she was happy the School Resources Officer (SRO) situation has been resolved. She said that she is a supporter of SROs, and she believes they would probably back her up in saying that when kids are more involved and they have more connections with their community, they are less likely to get in trouble, and there are just more people looking after them. So, they will be looking into things like that.

Senator Gustafson said that she has talked with the city about bonding for an inclusive playground, and she would like to revisit that as that state budget forecast comes out.

Senator Gustafson reported that this past session, they increased the penalty for straw gun purchases. In Minnesota that used to only be a gross misdemeanor, therefore it was very rarely charged by prosecutors, but now it has been increased to a felony level.

Senator Gustafson said the childcare tax credit continues to be in effect. She said they are working towards increasing that to hopefully benefit more middle-class families and extra funding for paramedics was passed this year too.

Senator Gustafson said that being able to properly fund our police and fire departments is something that is important to her. She said that she will be fighting for those dollars as much as she can in this next session.

Senator Gustafson said that she is here to listen and encouraged the City Council and staff to keep connecting with her on important local topics.

Mayor Rafferty thanked Senator Gustafson on behalf of the City Council. He recognized her work on behalf of the eight cities she represents. He highlighted the City of Lino Lakes public safety projects that were supported by the Public Safety funding and identified the state grant for the City of Lino Lakes water treatment plant that was awarded this year.

Volunteer Service Award Presentation

The Public Safety Director presented a 20-year Volunteer Service Award to residents Karen and Lyle Bye. He thanked them for their kind acts of service to our City’s Police Officers and Firefighters over the past 20 years.

1. CONSENT AGENDA

Mayor Rafferty requested to table the approval of the August 5, 2024 Work Session minutes. He requested that they be amended to strike the line regarding the Center for Value-Based Initiatives under Item #6 Public Safety Consultant Committee Recommendations.

Motion to Approve Consent Agenda Items #1A through 1D and Item 1F; furthermore, to table Item #1E “Consider Approval of August 5, 2024 Work Session Minutes”.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ruhland
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

2. FINANCE DEPARTMENT REPORT

The Finance Director reported that Tax Increment Financing District 1-12 was created for the Clearwater Creek Business Park Project on March 24, 2017, and is required to be decertified by December 31, 2026. The TIF PAYGO Note issued to Distribution Alternatives on November 22, 2017, has been paid in full in the amount of \$1,200,000 as of August 1, 2024. With all obligations of the district satisfied, the district should be decertified to allow the affected parcels to be added back to the tax base benefitting all local taxing jurisdictions.

The Finance Director stated that staff recommends approving Resolution No. 24-110, Decertifying Tax Increment Financing District 1-12.

Motion to adopt Resolution No. 24-110, Decertifying Tax Increment Financing District 1-12.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Lyden
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

3. ADMINISTRATION DEPARTMENT REPORT

3A – Appointment of Government Buildings Custodial Worker

Motion to appoint Brie Scott to the Government Buildings Custodial Work position as presented.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ruhland
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

3B thru 3D – Appointment Firefighters

The Public Safety Director provided an overview of the recommendations to hire a Part-Time Firefighter and two Paid On-Call Firefighters, providing information on the current staffing levels and proposed locations for each new hire.

Motion to appoint Cole Huebner to the Park-Time Firefighter position as outlined in the staff report.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ruhland
SECONDER:	Lyden
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

Motion to appoint Scott Schmidt to the Paid On-Call Firefighter position as outlined in the staff report.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ruhland
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

Motion to appoint Jake Crooks to the Paid On-Call Firefighter position as outlined in the staff report.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Lyden
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

4. PUBLIC SAFETY DEPARTMENT REPORT

4A – Professional Services Agreement with Citygate Associates.

The Public Safety Director stated that staff is bringing forward the Professional Services Agreement (PSA) with Citygate Associates to complete a public safety study. The PSA includes a not to exceed amount of \$150,000. This amount is based on the Citygate scope of work and includes core project cost of \$132,706 and optional services for community survey and public engagement workshops up to \$17,294. Staff would communicate with the City Council members before authorizing any of the listed optional services. It is recommended that this public safety study be funded with MN Public Safety Aid funds.

Councilmember Stoesz received confirmation from staff that the data to be used by Citygate would be City of Lino Lakes generated data.

Mayor Rafferty requested to table this item to allow for further review and discussion.

Councilmember Cavegn stated that he and Councilmember Ruhland were on the selection review committee, and he therefore is comfortable moving forward, however, he is willing to table the matter to allow the full Council to review further if there is interest in tabling the matter.

Councilmember Lyden asked the Public Safety Director if he had any reservations regarding signing the agreement.

The Public Safety Director stated that he did not have any reservations regarding the contract meeting the specifications of the request for services.

Motion to table the approval of the Professional Services Agreement (PSA) with Citygate, with discussion scheduled for September 9th at a Special Work Session, immediately following the Regular Meeting.

RESULT:	CARRIED [4-1]
MOVER:	Rafferty
SECONDER:	Cavegn
AYES:	Rafferty, Cavegn, Ruhland and Stoesz
NAYS:	Lyden

4B – Resolution 24-112 Authorizing Grant Agreement for the 2024 Intensive Comprehensive Peace Officer Education and Training Grant.

Deputy Public Safety Director/Police, Kyle Leibel, reported that 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. The initial grant was accepted at the April 8, 2024, Council Meeting with the approval of Resolution 24-26.

Deputy Public Safety Director Leibel stated that the Minnesota Department of Public Safety has additional grant funds available for the 2024 ICPOET grant program and has awarded the Lino Lakes Public Safety Department an additional \$50,000 grant. If the City Council accepts this grant amendment, that would bring the total 2024 ICPOET grant to \$100,000 awarded to Lino Lakes Public Safety Department.

Deputy Public Safety Director Leibel stated that this grant program enables agencies to hire individuals that have a two- or four-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 Alexandria Technical College that will meet the MN POST Board requirements to become a police officer in Minnesota.

Deputy Public Safety Director Leibel stated that it should be noted that this second grant will incur housing costs that are not funded in the grant. Staff will fund the additional housing costs through existing funds budgeted in the 2024 Police Division adopted budget and the 2025 Police Division proposed budget.

Motion to approve Resolution 24-112 authorizing staff to enter into the grant agreement amendment for 2024 ICPOET grant program.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Lyden
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

4C – Donation of Motorola Portable Radios

Deputy Public Safety Director/Police, Kyle Leibel, reported that the Lino Lakes Public Safety Department has operated with Motorola XTS 2500 portable radios for many years. All Anoka County law enforcement and fire departments updated public safety radios in/around 2017 to the Motorola APX 6000i portable radios. Since the replacement, the Lino Lakes Public Safety Department has moved twenty-one XTS 2500 radios to storage.

Deputy Public Safety Director Leibel reported that in the interest of putting the portable radios to use, staff has identified a need for six of the radios within the Lino Lakes Public Works Department. The remaining fifteen have no use within other City of Lino Lakes departments. Through collaboration with other departments, staff has identified a need within the City of Harris Fire Department for the remaining fifteen XTS 2500 radios. As such, staff is requesting Council authorization to donate fifteen Motorola XTS 2500 portable radios to the Harris Fire Department as outlined in the staff report.

Motion to approve the donation of the radios listed in the staff report to the City of Harris Fire Department for use in their fire service.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ruhland
SECONDER:	Lyden
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

5. PUBLIC SERVICES DEPARTMENT REPORT

No Report

6. COMMUNITY DEVELOPMENT REPORT

6A – ORDINANCE NO. 12-24 VACATING DRAINAGE & UTILITY EASEMENT, 904 KELLY STREET

The City Engineer is requesting City Council consideration of the 2nd Reading of Ordinance No. 12-24 Vacating Drainage & Utility Easement, 904 Kelly Street, Lot 11, Block 3, Pine Glen 2nd Addition. 904 Kelly Street is a residential parcel owned by Jody and Jesse Fronck. The property owner submitted a land use application requesting the vacation, of a portion, of a drainage easement on their property for the installation of an above ground pool.

Motion to dispense with the full reading of Ordinance No 12-24 Vacating Drainage & Utility Easements, 904 Kelly Street, Lot 11, Block 3, Pine Glen 2nd Addition

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Cavegn
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

Motion to provide Second Reading and Adopt Ordinance 12-24 Vacating Drainage & Utility Easements, 904 Kelly Street, Lot 11, Block 3, Pine Glen 2nd Addition

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Cavegn
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz (By Roll Call Vote)

Motion to adopt Resolution 24-113 Approving Summary Publication of Ordinance 12-24.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Cavegn
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

6B – Resolution No. 24-109 Letter of Concurrence, Rice Creek Watershed District Boundary Change

The Community Development Director stated that staff is requesting City Council consideration to concur with the proposed boundary adjustments between Rice Creek Watershed District and the Vadnais Lakes Area Water Management Organization. In 2022, the Rice Creek Watershed District (RCWD) undertook a hydrologic boundary review within Ramsey, Anoka and Hennepin Counties. The purpose of the review was to align the jurisdictional boundary more closely to the hydrological boundary between the respective water management organizations.

Motion to adopt Resolution No. 24-109 Approving Concurrence for Watershed District Boundary Adjustment

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Ruhland
SECONDER:	Lyden
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

7. UNFINISHED BUSINESS

None

8. NEW BUSINESS

8A – City Administrator Performance Evaluation

Motion to Close the Meeting to conduct the City Administrator’s Performance Evaluation, pursuant to Minnesota Statues 13D.05, Subd. 3 at 7:41 p.m.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Cavegn
SECONDER:	Ruhland
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz

Mayor Rafferty re-opened the meeting at 9:28 p.m.

9. NOTICES AND COMMUNICATIONS

Notices were posted and provided on the agenda for public information.

ADJOURNMENT

Mayor Rafferty adjourned the meeting at 9:28 p.m.

These minutes were considered and approved at the regular Council Meeting on September 9, 2024.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**Lino Lakes City Council
Closed Meeting
Minutes**

DATE: August 26, 2024
TIME STARTED: 7:47 P.M.
TIME ENDED: 9:27 P.M.
LOCATION: City Hall, Council Workroom
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Lyden, Stoesz, Cavegn, and Ruhland
MEMBERS ABSENT: None

Staff Attending: City Administrator Sarah Cotton

1. Call to Order and Roll Call

Mayor Rafferty called the meeting to order at 7:47 p.m.

2. Closed Meeting

Mayor Rafferty announced that the meeting would be closed to conduct the City Administrator's performance review, pursuant to Minnesota Statutes §13D.05, Subd. 3. The meeting was recorded as required.

3. City Administrator Performance Evaluation

The City Council conducted the performance review for the City Administrator.

4. Adjournment

Mayor Rafferty adjourned the meeting at 9:27 p.m.

These minutes were approved at the regular Council Meeting on September 9, 2024.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**Lino Lakes City Council
Special Budget Work Session
Minutes**

DATE: August 26, 2024
TIME STARTED: 9:32 P.M.
TIME ENDED: 10:47 P.M.
LOCATION: City Hall Community Room
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Stoesz, Cavegn, and Ruhland
MEMBERS ABSENT: Councilmember Lyden

Staff Members Present: City Administrator Sarah Cotton, Finance Director Hannah Lynch, Public Safety Director John Swenson, Public Services Director Rick DeGardner, and Community Development Director Michael Grochala

1. Call to Order and Roll Call

Mayor Rafferty called the meeting to order at 9:32 p.m.

2. Setting the Agenda: Addition or Deletion of Agenda Items

The agenda was adopted as presented.

3. 2025 Annual Budget and 2025-2029 Financial Plan

The Finance Director reviewed that at the August 12, 2024, Budget Work Session, the Council discussed the 2025 Annual Budget and 2025-2029 Financial Plan, and that discussion has been continued to this evening. Formal council action is requested by the September 23rd meeting in order to set the Preliminary Tax Levy and schedule a public hearing date. The Preliminary Levy set at the September meeting may not be increased thereafter but may be lowered before approving the Final Budget and Levy in December.

The Finance Director presented an Average Residential Property City Tax Impact Calculator worksheet for the consideration of the City Council. She reviewed the City of Lino Lakes 2024 Tax Rate was 36.098% and the proposed 2025 Tax Rate is 39.857%. Comparable area city tax rates were discussed.

The Finance Director reported that in keeping with the most recent rate studies the water service base fee is proposed to increase by \$5 per quarter and the volume charge is recommended to increase by 4%, the sewer charges are proposed to increase by 2.5% and the stormwater charge was adjusted for new customer counts but was not proposed to be increased. She reviewed the capital reserve projects in each fund that are covered by the rates. She recommended that the city consider a new rate study once the water treatment plant is online.

The Finance Director provided an overview of the projected 2025 budget deficit for the Rookery Activity Center, which after proposed increased membership rates, is at \$99,123. Several cost cutting options were reviewed by the City Council.

Council Consensus

It was the consensus of the City Council to support closing the Rookery one hour earlier than the current schedule, if so, determined by the Public Service Director based on a review of regular and seasonal attendance, as a cost savings measure.

The City Council discussed in-depth the city enterprise funds including the water, sewer, storm water and Rookery Activity Center.

Council Consensus

It was the consensus of the City Council to increase the Proposed Tax Levy by \$100,000.

The City Council identified the September 9th Special Work Session, immediately following the Regular Council Meeting, for the next budget discussion.

4. Adjournment

Mayor Rafferty adjourned the meeting at 10:47 p.m.

These minutes were approved at the regular Council Meeting on September 9, 2024.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: September 9, 2024

TOPIC: Personnel Policy Revisions

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City Council is being asked to approve an addition to the current Personnel Policy.

BACKGROUND

The Lino Lakes Public Safety Fire Division has used a duty crew Firefighter model since May 1, 2022. This staffing model has provided a three-firefighter part-time duty crew, Monday through Friday from 6am to 6pm, excluding holidays. Shortly after the implementation of the duty crew model, it became clear that fire protection coverage on the City's observed holidays was lacking. At the August 5, 2024 council work session, the council directed staff to move forward with scheduling part-time firefighters on City observed holidays. Staff is proposing an additional paragraph added to the end of Section 6.1 Holidays in the Personnel Policy to reflect that change.

6.1 Holidays

Regular full-time employees are entitled to the holidays listed below. Part-time employees who work at least 30 hours per week on a regular basis, receive a prorated amount based on the number of hours worked each week. Temporary and seasonal employees are not entitled to holiday pay.

New Year's Day	Juneteenth	Thanksgiving Day
Martin Luther King, Jr. Day	Independence Day	Day after Thanksgiving
President's Day	Labor Day	Christmas Eve Day
Memorial Day	Veteran's Day	Christmas Day
		New Year's Eve Day

When a holiday falls on a Sunday, the following Monday is considered the holiday. When a holiday falls on a Saturday, the preceding Friday is considered a holiday. In order to be eligible for paid holidays, employees must work on the day before and the day after such holiday, unless on paid leave.

Rookery Activity Center employees who are required to work on a holiday recognized by the City will accrue a floating holiday to be used within the same pay period. Use of a floating

holiday outside of the pay period accrued, requires approval from the City Administrator. Accrued floating holidays are not paid out at time of separation.

Part-time firefighters who work a holiday shift shall be compensated at two times the employee's base rate of pay. Part-time firefighters must bid for a holiday shift and will be approved based on the last 90 day work period of hours worked. If two part-time firefighters have the same total of hours worked in the previous 90 days, seniority will be used to determine which part-time firefighter will pick shifts first. If a holiday shift is not taken, the shift will be assigned to the lowest hours worked employee from the last 90 day work period. This applies only to the holidays recognized by the City and are listed in the table above.

RECOMMENDATION

Staff is requesting the approval of the proposed addition to the Personnel Policy.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: September 9, 2024

TOPIC: Hiring Part-Time Rookery Activity Center Staff

VOTE REQUIRED: Simple Majority

INTRODUCTION

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

BACKGROUND

The recruiting process has identified candidates that will be a great addition to the staff at the Rookery.

RECOMMENDATION

Staff recommends the Council approve the hiring of the part-time Rookery Activity Center staff listed below:

First Name	Last Name	Position
Jordyn	Munkholm	Aquatics Lead
Makayla	Kryck	Aquatics Lead
Samantha	Adamczak Huffman	Manager on Duty

Start dates vary based on position and training schedule.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: September 9, 2024

TOPIC: Consider Resolution No. 24-118, Declaring Cost to Be Assessed, Ordering Preparation of Assessment Role, and Calling for Hearing on Proposed Assessment, 2024 Weed Abatement Charges

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting City Council consideration to declare the cost to be assessed for delinquent weed abatement charges and call for a hearing on proposed assessments.

BACKGROUND

City Code section 904 establishes weeds or grass growing in excess of eight inches in height to be a public nuisance. Property owners in violation of this requirement are notified and provided an opportunity to cure the nuisance. If the violation is not addressed within a specified period of time, City staff and/or private contractors are directed to abate the nuisance. The cost of abatement is charged to the property owner. In the event that the property owner fails to pay the costs incurred, the City may certify the charges against the property for collection with property taxes as a special assessment.

Minnesota Statutes § 429.101 provides for the special assessment of certain service including weed elimination from properties. Special Assessments levied under this statute are subject to the procedural requirements of M.S. § 429.061 which requires the determination of the costs to be assessed and a public hearing to adopt the assessments.

There are three properties proposed to be assessed. The total amount to be assessed is \$615.00. The amount charged is based on staff time for completing the work and administrative costs. Staff is proposing a public hearing date be set for October 14, 2024. Property owners who pay any outstanding fees prior to the hearing will be removed from the assessment role.

RECOMMENDATION

Staff recommends approval of Resolution No. 24-118.

ATTACHMENTS

1. Resolution No. 24-118

**CITY OF LINO LAKES
RESOLUTION NO. 24-118**

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND CALLING HEARING ON
PROPOSED ASSESSMENT
2024 WEED ABATEMENT CHARGES**

WHEREAS, pursuant to City Code Section 904, any weeds or grass growing upon any lot or parcel of land in the City of Lino Lakes to a greater height than eight (8”), or which have gone or about to go to seed are declared to be a nuisance, and

WHEREAS, certain property owners in noncompliance with such code requirements were notified and provided the opportunity to comply with such provisions, and

WHEREAS, upon failure of the property owner to comply with the provisions of said notice, the City Weed Inspector ordered the abatement of such nuisance, in accordance with the City Code Section 904, and charged the property owner thereof for expenses incurred by the City, and

WHEREAS, the City completed abatement and incurred expenses at the following properties:

Anoka County Property Tax ID	Address
28-31-22-31-0009	884 Old Birch Street, Lino Lakes, MN 55014
33-31-22-11-0006	1159 Durango Point, Lino Lakes, MN 55038
06-31-22-44-0009	8015-8017 4 th Avenue, Lino Lakes, MN 55014

and,

WHEREAS, the total cost incurred by the City is \$615.00.

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

1. The portion of the cost to be assessed against benefited property owners is hereby declared to be \$165.00.
2. Assessments shall be payable in equal annual installments extending over a period of one year, the first of the installments to be payable on or before the first Monday in January 2025, and shall bear interest at the rate of 5% percent per annum from the date of the adoption of the assessment resolution.

3. The city clerk shall forthwith calculate the proper amount to be specially assessed for such work against every property where work was completed by the City, as provided by law, and he/she shall file a copy of such proposed assessment in her office for public inspection.

BE IT FURTHER RESOLVED by the City Council of the City of Lino Lakes, Minnesota that:

1. A hearing shall be held at 6:30 p.m. on October 14, 2024 in the city hall located at 600 Town Center Parkway to pass upon such proposed assessment. All persons owning property affected by such Weed Abatement charges will be given an opportunity to be heard with reference to such assessment.

2. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to the City the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the City Council of the City of Lino Lakes this 9th day of September, 2024.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 3A**

STAFF ORIGINATOR: Meg Sawyer, HR and Communications Manager

MEETING DATE: September 9, 2024

TOPIC: Police Sergeant Promotion

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City Council is being asked to approve the promotion of Police Officer Katie Kraemer to Police Sergeant within the Public Safety department.

BACKGROUND

Officer Kraemer attended College at Minnesota State University Mankato, receiving her Bachelor's in Criminal Justice in 2014. In 2011, while attending college, Officer Kraemer joined the Public Safety team as a reserve officer. Officer Kraemer was hired with the Public Safety department in October of 2015.

The hourly rate of pay will be \$48.71 which is Step 4 of a 9-step wage schedule. With the Council's approval, Officer Kraemer would start in the position of Police Sergeant on September 22, 2024.

Officer Kraemer will be filling the vacancy that Sergeant DeMars left with his retirement.

RECOMMENDATION

Please approve the promotion of Officer Katie Kraemer to the position of Police Sergeant.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: September 9, 2024

TOPIC: Watermark 8th Addition

- i. Consider Resolution No. 24-115 Approving PUD Final Plan/Final Plat
- ii. Consider Resolution No. 24-116 Approving Development Agreement and Planned Unit Development Agreement
- iii. Consider Resolution No. 24-117 Approving Open Space Easement Agreement

VOTE REQUIRED: Simple Majority

INTRODUCTION

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

Complete Application Date:	July 8, 2024
60-Day Review Deadline:	September 6, 2024
120-Day Review Deadline:	November 5, 2024
Environmental Board Meeting:	N/A
Park Board Meeting:	N/A
Planning & Zoning Board Meeting:	August 14, 2024
Tentative City Council Work Session:	September 9, 2024
Tentative City Council Meeting:	September 9, 2024

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 8th Addition PUD Final Plan/Final Plat. The

plat proposes 97 single family lots and 1 outlot. This is the final phase and plat of the development.

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 July 16, 2024
- Watermark 8th Addition Final Plat prepared by Carlson McCain
- Watermark 8th Addition Sanitary Sewer, Water Main, Storm Sewer and Street Construction Plans prepared by Carlson McCain dated June 26, 2024
- Watermark 8th Addition Site Landscape Plan prepared by Carlson McCain dated June 26, 2024
- Watermark Grading, Development & Erosion Control Plan prepared by Carlson McCain revision date June 3, 2024
- Watermark 8th Addition Home Plans Booklet prepared by Lennar dated June 28, 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.

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

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 8th Addition final plat is within the Phase III grading limits.

PUD Final Plan

Watermark 8th Addition creates 97 single family lots and 1 outlot. 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 8th Addition are consistent with the approved Land Use Plan.

Housing Type	Lot Width	Housing Product	# Lots
Single Family	75'	Landmark	19
Single Family	60'-65'	Heritage/Discovery	15
Single Family	55'+	Venture/Villa	63
TOTAL			97

Architectural Standards

Resolution No. 17-133 and Resolution No. 19-131 detail architectural design standards for the entire Watermark development. As required, a Watermark 8th 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 8th 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 20th Avenue (CSAH 54), 21st Avenue N. and the public park.

In summary, the Watermark 8th 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 4th Addition was platted for the construction of the HOA clubhouse. Construction started in May 2023 and opened in Spring 2024.

Subdivision Ordinance

Conformity with the Comprehensive Plan and Zoning Code

The Watermark 8th 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:

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

Blocks and Lots

The final plat creates 97 single family lots and 1 outlet. The following chart summarizes the purpose of the outlets:

Outlet	Purpose	Ownership
A	Wetland, Open Space and Trail Corridor	HOA

Easements

Standard drainage and utility easements are being dedicated on individual lots and over Outlet A.

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.

Street and Utilities

The 8th Addition proposes construction of the following streets which are consistent with PUD Amendment #4:

Street Name	Right-of-Way Width	Street Width (Back to Back)
Lotus Lane	60 feet	32 feet
Traverse Drive, Pepin Drive	60 feet	30 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 230 lf in length will be constructed from the existing trail to Lotus Lane. 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.

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

Watermark 8th Addition	
Total # Units =	97
x Park Dedication Fee	\$3,300
= Cash in Lieu Value	\$320,100
(Trail Construction Costs)	(\$9,300)

TOTAL CASH FEE DUE =	\$310,800
-----------------------------	------------------

Access Drive to Billboard

An existing billboard is located in the northeast corner of the Watermark development. U.S. Home, LLC leases the land to the billboard owner. A 12ft wide gravel private access drive is proposed between Lot 1, Block 3 and Lot 11, Block 1, Watermark 8th Addition to provide access to the billboard. This private drive shall be paved from the Traverse Drive to the rear lot lines and signed “Private Drive”. The HOA shall own and be responsible for the maintenance of the private drive.

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 shall be recorded over Outlot A, Watermark 8th Addition.

Sheet 3, Watermark 8th 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 reviewed the HOA and other recording documents. The attorney notes the Open Space Easement to the City for Outlot A shall be recorded before the Quit Claim Deed from U.S. Home to the Association.

Title Commitment

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

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 8th Addition PUD Final Plan/Final Plat are detailed in Resolution No. 24-115.

RECOMMENDATION

The Planning & Zoning Board reviewed the Watermark 8th Addition PUD Final Plan/Final Plat on August 14, 2024 and recommended approval with a 6-0 vote.

ATTACHMENTS

1. Resolution No. 24-115
2. Final Plat
3. Resolution No. 24-116
4. Development Agreement and Planned Unit Development Agreement
5. Resolution No. 24-117
6. Open Space Easement Agreement

**CITY OF LINO LAKES
RESOLUTION NO. 24-115**

**RESOLUTION APPROVING WATERMARK 8th ADDITION
PUD FINAL PLAN/FINAL PLAT**

WHEREAS, the City received a land use application for Watermark 8th 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 July 16, 2024
- Watermark 8th Addition Final Plat prepared by Carlson McCain
- Watermark 8th Addition Sanitary Sewer, Water Main, Storm Sewer and Street Construction Plans prepared by Carlson McCain dated June 26, 2024
- Watermark 8th Addition Site Landscape Plan prepared by Carlson McCain dated June 26, 2024
- Watermark Grading, Development & Erosion Control Plan prepared by Carlson McCain revision date June 3, 2024
- Watermark 8th Addition Home Plans Booklet prepared by Lennar dated June 28, 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 August 14, 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, Minnesota:

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. Outlot A, Watermark 8th Addition is 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, it 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. The 12ft wide private drive between Lot 1, Block 3 and Lot 11, Block 1, Watermark 8th Addition provides access to an existing billboard. This private drive shall be paved from the Traverse Drive to the rear lot lines and signed "Private Drive". The HOA shall be responsible for the maintenance of the private drive.
5. The Open Space Easement to the City for Outlot A, Watermark 8th Addition shall be recorded before the Quit Claim Deed from U.S. Home to the Association.

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

1. Copies of the executed and recorded documents related to Watermark 7th Addition shall be submitted to the City.
2. A copy of the billboard access and maintenance agreement between the developer and billboard company shall be provided to the City.

BE IT FURTHER RESOLVED the following items shall be addressed prior to issuance of any single family home building permits within the 8th Addition:

1. All comments from the City Engineer Letter dated August 7, 2024.
2. All comments from Environmental Coordinator dated July 15, 2024.
3. All applicable plan sheets:
 - a. The 12ft wide gravel private access drive proposed between Lot 1, Block 3 and Lot 11, Block 1, Watermark 8th Addition shall be paved from the Traverse Drive to the rear lot lines.

- b. The drive shall be signed "Private Drive".
- 4. 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. Eighth Supplemental Declaration of Covenants for Watermark Single Family
 - iii. Twentieth Supplemental Declaration of Covenants for Watermark Villas
 - d. Open Space Easement for Outlot A, Watermark 8th Addition
 - e. Deed for Outlot A, Watermark 8th Addition to HOA.

Adopted by the City Council of the City of Lino Lakes this 9th day of September 2024.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

WATERMARK 8TH ADDITION

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

Outlot B and Outlot H, WATERMARK 7TH ADDITION, Anoka County, Minnesota

Has caused the same to be surveyed and platted as WATERMARK 8TH 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 officer 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 the company.

(Signed)
(Printed)
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.

(Signed)
(Printed)
Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

This plat of WATERMARK 8TH 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

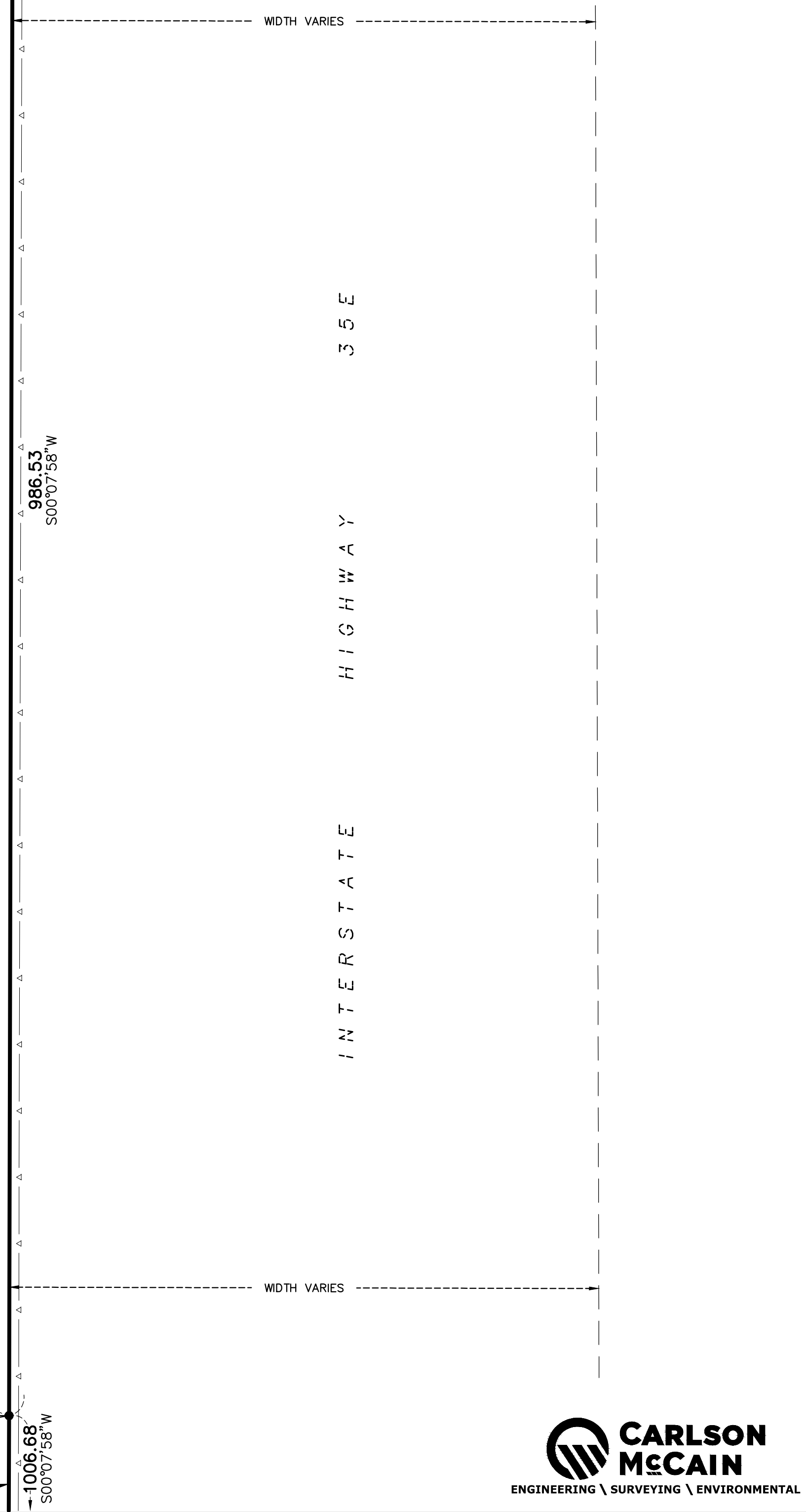
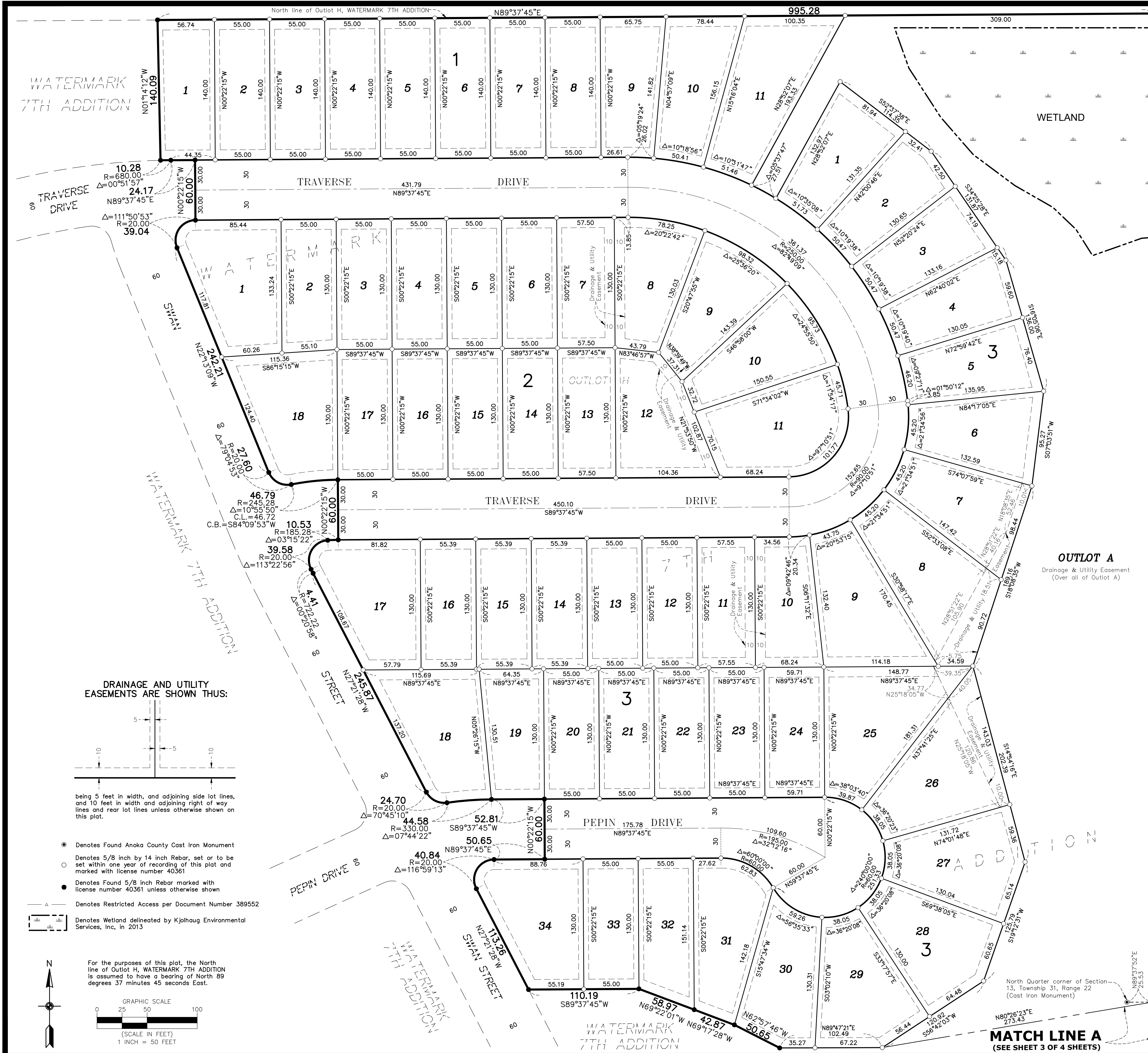
COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

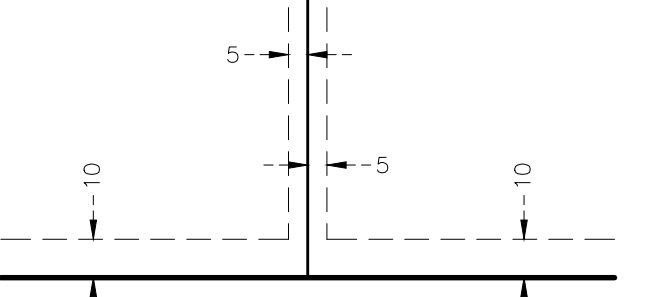
I hereby certify that this plat of WATERMARK 8TH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this ____ day of _____, 20____, at ____ o'clock __M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Title
By: _____, Deputy

WATERMARK 8TH ADDITION

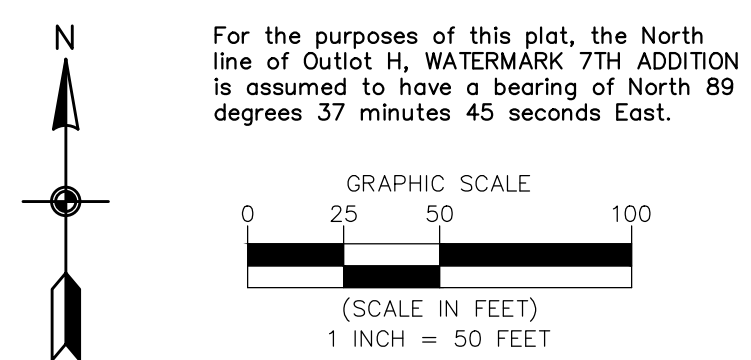


DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



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.

- Denotes Found Anoka County Cast Iron Monument
- 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 5/8 inch Rebar marked with license number 40361 unless otherwise shown
- △ Denotes Restricted Access per Document Number 389552
- W Denotes Wetland delineated by Kjolhaug Environmental Services, Inc. in 2013

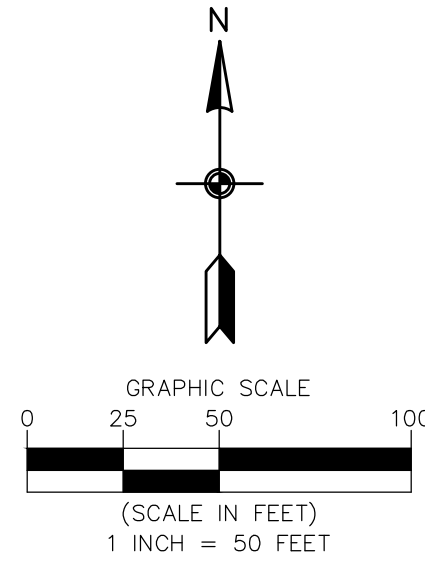


For the purposes of this plat, the North line of Outlot H, WATERMARK 7TH ADDITION is assumed to have a bearing of North 89 degrees 37 minutes 45 seconds East.

MATCH LINE A
 (SEE SHEET 3 OF 4 SHEETS)

WATERMARK 8TH ADDITION

CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 12 & 13, TWP. 31, RGE. 22



For the purposes of this plat, the North line of Outlot H, WATERMARK 7TH 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 5/8 inch Rebar marked with license number 40361 unless otherwise shown
- △ — Denotes Restricted Access per Document Number 389552

MATCH LINE A
(SEE SHEET 2 OF 4 SHEETS)

WATERMARK
8TH
A
D
D
I
T
I
O
N

WATERMARK 7TH ADDITION

WATERMARK 5TH ADDITION

WATERMARK 7TH ADDITION

MATCH LINE C
(SEE SHEET 4 OF 4 SHEETS)

MATCH LINE B
(SEE SHEET 4 OF 4 SHEETS)

WATERMARK 4TH ADDITION

OUTLOT H

OUTLOT A
Drainage & Utility Easement
(Over all of Outlot A)

WIDTH VARIES

35 E

HIGHWAY

INTERSTATE

WIDTH VARIES

1006.68
S00°07'58"W

50.65
N62°57'46"W

102.49
N89°47'21"E

120.92
S56°42'03"W

N80°26'23"E
273.43

86.54
N3°02'28"W

96.34
N1°45'27"W

95.06
N24°52'44"E

35.06
N66°37'48"E

53.54
N44°06'55"E

200.00
N21°46'55"W

191.86
N75°19'20"E

61.00
N27°21'28"W

389.74
N27°14'34"W

316.97
N86°58'22"W

489.45
N86°58'22"W

174.84
N26°30'41"E

107.14
S40°08'29"E

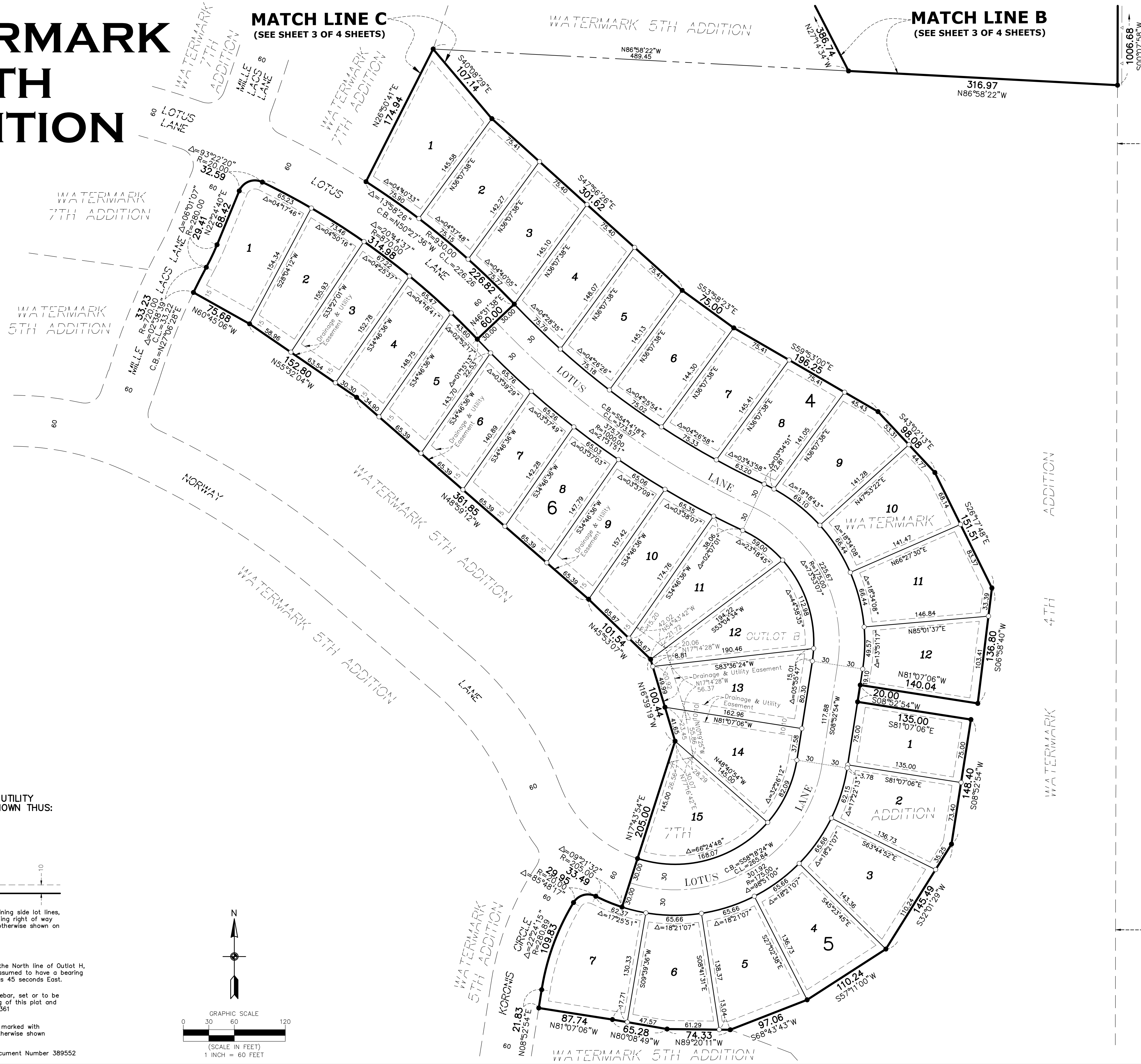


WATERMARK 8TH ADDITION

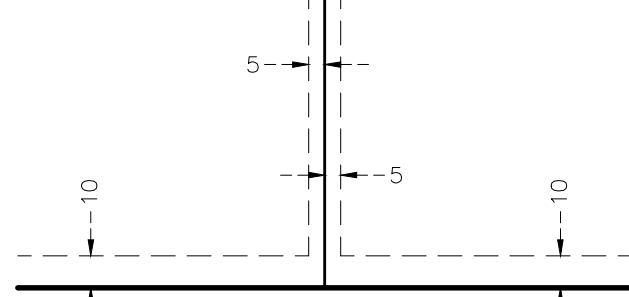
MATCH LINE C
(SEE SHEET 3 OF 4 SHEETS)

MATCH LINE B
(SEE SHEET 3 OF 4 SHEETS)

CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 12 & 13, TWP. 31, RGE. 22



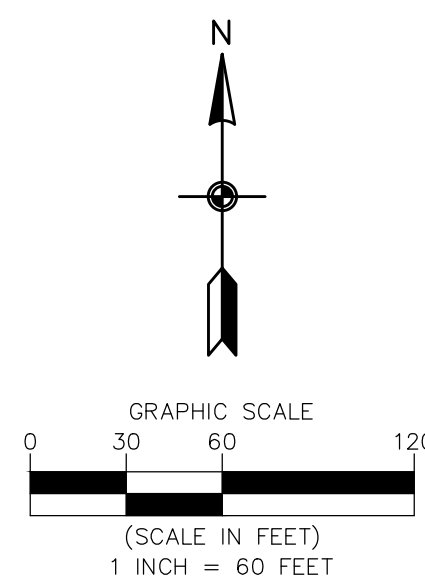
DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:



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 B, WATERMARK 7TH 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 5/8 inch Rebar marked with license number 40361 unless otherwise shown
- △ Denotes Access Control per Document Number 389552



INTERSTATE HIGHWAY 35E

**CITY OF LINO LAKES
RESOLUTION NO. 24-116**

**RESOLUTION APPROVING WATERMARK 8th ADDITION DEVELOPMENT
AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT**

WHEREAS, on September 9, 2024 the City Council passed Resolution No. 24-115 approving Watermark 8th 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, Minnesota approves the Development Agreement and Planned Unit Development Agreement between U.S. Home, LLC and the City of Lino Lakes for Watermark 8th 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 9th day of September 2024.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

DEVELOPMENT AGREEMENT

and

PLANNED UNIT DEVELOPMENT AGREEMENT

Watermark 8th 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 and amendment to preliminary plan by Resolution No. 23-77 ("Subdivision"). Unless otherwise stated, all terms and conditions of this Agreement relate to work within the Subdivision.
2. **Final Plat Approval.** The City's approval of the final plat of Watermark 8th 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. 24-115. The Final Plat including 97 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 8th Addition Final Plat, containing 4 sheets, prepared by Carlson McCain, received July 1, 2024
 - ii. Watermark 8th Addition Sanitary Sewer, Water Main, Storm Sewer and Street Construction plan set containing 21 sheets, dated June 26, 2024, prepared by Carlson McCain.

- iii. Watermark Grading, Development & Erosion Control Plan, containing 25 sheets, prepared by Carlson McCain, revision date June 3, 2024.
 - iv. Watermark 8th Addition Landscape Plans, containing 4 sheets, prepared Carlson McCain, revision date June 26, 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. Surface water management systems shall be maintained by the Developer until they are accepted by 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. If the Developer chooses to have the City snow plow the streets before the wear course is installed and in order to provide access to the Development area, the Developer shall be responsible for damage such as curb and gutter replacement caused by the City's snow removal process.
- 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. The Developer shall be responsible for sidewalk damage until the project is accepted by the City and escrow balances are returned.

- e. Storm sewers, when determined to be necessary by the City Engineer, including all necessary laterals, catch basins, inlets and other appurtenances, shall be furnished and installed.
- f. Sanitary sewer mains, laterals or extensions, including all necessary building services and other appurtenances, shall be furnished and installed.
- g. Water mains, laterals or extensions, including all necessary building services, hydrants, valves and other appurtenances, shall be furnished and installed.
- h. The Developer shall place iron monuments at all lot, block, and outlot corners and at all other angle points on boundary lines consistent with the final plat. Iron monuments shall be placed after all street and lawn grading has been completed in order to preserve the lot markers for future property owners. Lot corner irons on the back property line shall be installed so that the top of the iron corresponds to the finished ground elevation in accordance with the approved grading plan. Guard stakes shall be appropriately installed to mark these irons.
- i. Landscaping shall be furnished and installed in accordance with the approved plans. The landscaping shall be maintained by the Developer until accepted by the City's Environmental Coordinator.

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

- j. The Developer shall arrange for all gas, telecommunications, cable, internet, electric, and other necessary private utility services to the Subdivision in accordance with City Code and State law. The utilities are required to be located within a joint trench. Street light installations shall be initiated by the Developer with City Engineer approval. The Developer is solely responsible for the cost of private utility and internet installation.
- k. The Developer shall install mailboxes in accordance with Federal and Postal Service regulations.
- l. The Developer shall install wetland buffer signs per City standard detail plates prior to the issuance of building permits.

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 [CITY] Improvement Costs
 - iii. City Engineering and Legal
 - iv. Street lighting installation (by utility company, developer to initiate)
 - v. Boulevard tree planting
 - vi. Street, storm sewer and pond maintenance
 - vii. Property Taxes. Should the recording of the Final Plat occur after July 1st, 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:

Watermark 8th Addition	
Total # Units =	97
x Park Dedication Fee	\$3,300
= Cash in Lieu Value	\$320,100
(Trail Construction Costs)	(\$9,300)
TOTAL CASH FEE DUE =	\$310,800

- 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
----------------	---------------------

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

- e. Trunk Water Connection Fees

The City established trunk utility connection fees to uniformly distribute the costs of public trunk water infrastructure. The Trunk Utility Connection Fee consists of two components; a Trunk Charge and an Availability Charge.

Trunk Charge

The trunk charge shall be paid at the time of subdivision approval or at the time of

hook-up, whichever is first. Residential trunk charges are based on one unit per dwelling unit

Water \$2,496.00 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

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

f. Surface Water Management Area Charges

The City established a trunk area charge to uniformly distribute the costs of public trunk surface water infrastructure and water quality improvements. The Surface Water Management Charge shall be based on developable acreage, in the amount specified in Exhibit B. The charge shall be paid at the time of subdivision approval.

17. Assessment of Charges and Waiver of Rights.

- a. In consideration of the construction of City Improvements listed in Section 7 and /or provision of sewer, water and storm water services, the Developer agrees that the costs of City Improvements together with Trunk Sewer Unit Charge, Trunk Water Unit Charge and the Surface Water Management Area Charge (collectively, "the Charges") may be assessed against the Subdivision parcels. The Developer hereby waives any and all procedural and substantive objections to the special assessments, including notice and hearing requirements, any claim that the assessments exceed the benefit to the properties, and any right to appeal.
- b. Unless the Developer pays the entire balance owed for the Charges contemporaneously with the execution of this Agreement, the Developer shall provide to the City a cash escrow or irrevocable letter of credit in an amount equal to 35% of the total assessments for the Charges as estimated by the City Engineer (see Exhibit B). The letter of credit shall be in a form, and from a bank, as approved by the City. The letter of credit or cash escrow may be used by the

City upon default by Developer in the payment of special assessments. The cash escrow or letter of credit shall remain in place throughout the term of the special assessments. The letter of credit may not be terminated without the City's written consent.

- c. Developer, its heirs, successors or assigns, agrees that within 30 days after the date of sale of a lot, the Developer, its heirs, successors or assigns, at its own cost and expense, shall pay the entire unpaid charges assessed or to be assessed under this Agreement against such property.
- d. If a certificate of occupancy is issued before the special assessments have been levied, the Developer, its heirs, successors or assigns shall pay the City the sum of cash equal to 120% of the Engineer's estimate of the special assessments for such Charges that would be levied against the property. Upon such payment the City shall issue a certificate showing the assessments are paid in full. Notwithstanding the issuance of said certificate, the Developer shall be liable to the City for any deficiency and the City shall pay the Developer any surplus arising from the payment based upon such estimate.
- e. Acceleration of Special Assessments upon Default. In the event the Developer violates any of the covenants, conditions or agreements herein, violates any ordinance, rule or regulation of the City, County of Anoka, State of Minnesota or other governmental entity having jurisdiction over the plat or development, or fails to pay when due any installment of any special assessment levied pursuant to this agreement, or any interest thereon, the City at its option, in addition to its rights and remedies hereunder, after 10 days written notice to the Developer, may declare all of the unpaid special assessments which are then estimated or levied pursuant to this agreement due and payable in full, with interest. The City may seek recovery of such special assessments due and payable from the security provided herein. In the event that such security is insufficient to pay the outstanding amount of such special assessments plus accrued interest the City may certify such outstanding special assessments in full to the County Auditor pursuant to Minnesota Statutes section 429.061, subdivision 3, for collection the following year. The City, at its option, may commence legal action against the Developer to collect the entire unpaid balance of the special assessments then estimated or levied pursuant hereto, with interest, including reasonable attorney's fees, and Developer shall be liable for such special assessments and, if more than one, such liability shall be joint and several. In addition to any other rights and remedies upon Developer's default, the City may refuse to issue building permits and/or Certificates of Occupancy for any property within the Subdivision until such time as such default has been corrected to the satisfaction of the City. The Developer agrees to reimburse the City for all costs incurred by the City in the enforcement of this agreement, or any portion thereof, including

court costs and reasonable engineering and attorneys' fees, if the City prevails in any enforcement action.

18. Building Permits. 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. The Developer will be allowed two (2) model homes with the Watermark 8th Addition.
 - 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. Outlot A, Watermark 8th Addition is 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. The 12ft wide private drive between Lot 1, Block 3 and Lot 11, Block 1, Watermark 8th Addition provides access to an existing billboard. This private drive shall be paved from the Traverse Drive to the rear lot lines and signed

“Private Drive”. The HOA shall be responsible for the maintenance of the private drive.

- e. The Open Space Easement to the City for Outlot A shall be recorded before the Quit Claim Deed from U.S. Home to the Association.
- f. 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.

g. **Hours of Construction Activity.**

All construction activity shall be limited to the hours as follows:

Monday through Friday	7:00 a.m. to 7:00 p.m.
Saturday	9:00 a.m. to 5:00 p.m.
Sunday and Holidays	No working hours allowed

20. **Insurance.** Developer or its general contractor shall take out and maintain until one year after the City accepted the Developer Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of the Developer's or general contractor’s work, as the case may be, or the work of its subcontractors or by one directly or indirectly employed

by any of them. Limits for bodily injury and death shall be not less than Five Hundred Thousand and no/100 (\$500,000.00) Dollars for one person and Two Million and no/100 (\$2,000,000.00) Dollars for each occurrence; limits for property damage shall be not less than One Million and no/100 (\$1,000,000.00) Dollars for each occurrence; or a combination single limit policy of Two Million and no/100 (\$2,000,000.00) Dollars or more. The City, its employees, its agents and assigns shall be named as an additional insured on the policy, and the Developer or its general contractor shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given ten days advance written notice of the cancellation of the insurance. The certificate may not contain any disclaimer for failure to give the required notice.

21. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, including but not limited to attorney and engineering fees, provided the Developer is first given notice of the work in default, not less than 48 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, chapter 429.

22. **General.**

a. Binding Effect

The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subdivision and shall be deemed covenants running with the land, unless otherwise released pursuant to section 14 of this Agreement.

b. Validity.

If a portion, section, subsection, sentence, clause, paragraph or phrase in this agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of the Development Agreement.

c. Notices

Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other party, such notice or demand shall be delivered personally, or mailed by United States mail to the addresses below, or sent by email to the email address below. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above or when emailed. The addresses of the parties are as set forth until changed by notice given as above.

U.S. Home, LLC
16355 36th Avenue N, Suite 100
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

23. **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.

24. **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.

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 Roberta Colotti as City Clerk of the City of Lino Lakes on behalf of said City.

Notary Public

THIS PAGE INTENTIONALLY LEFT BLANK

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 _____, 2024.

By:
Its:

STATE OF MINNESOTA _____)
_____) SS
COUNTY OF _____)

On this _____ day of _____, 2024, before me, a Notary Public within and for said County, personally appeared _____, who executed the foregoing instrument.

Notary Public

EXHIBIT A

Final Plat

WATERMARK 8TH ADDITION

CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 12 & 13, TWP. 31, RGE. 22

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

Outlot B and Outlot H, WATERMARK 7TH ADDITION, Anoka County, Minnesota

Has caused the same to be surveyed and platted as WATERMARK 8TH 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 officer 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 the company.

(Signed)
(Printed)
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.

(Signed)
(Printed)
Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

This plat of WATERMARK 8TH 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

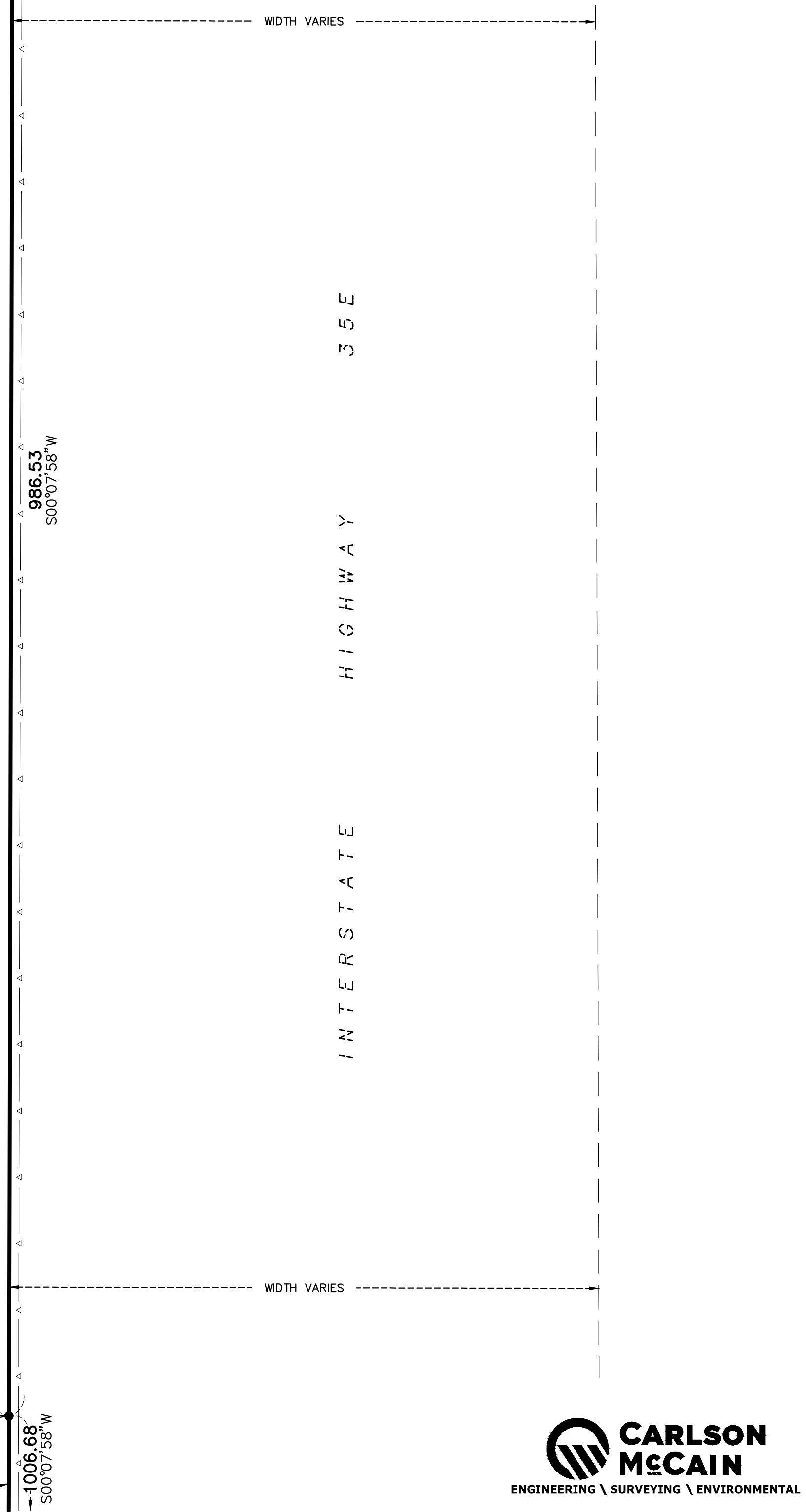
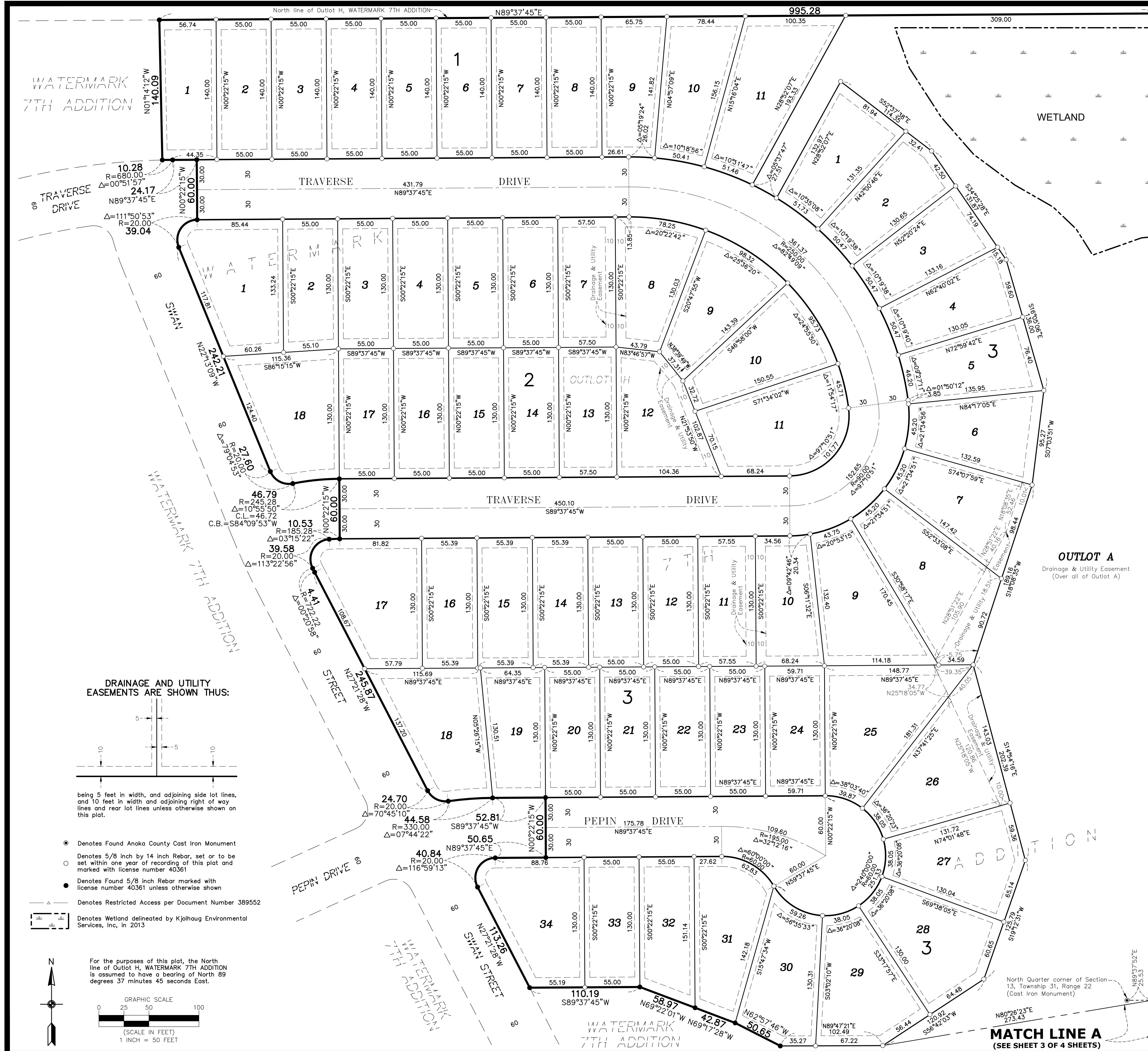
COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

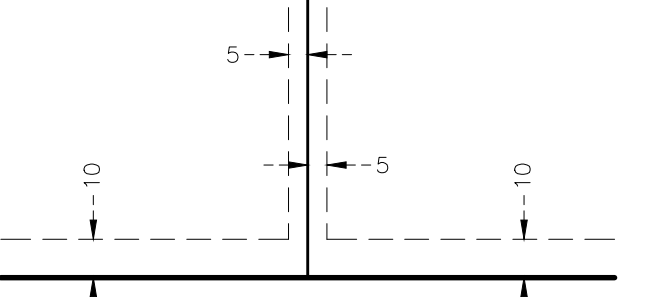
I hereby certify that this plat of WATERMARK 8TH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this ____ day of _____, 20____, at ____ o'clock __M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Title
By: _____, Deputy

WATERMARK 8TH ADDITION

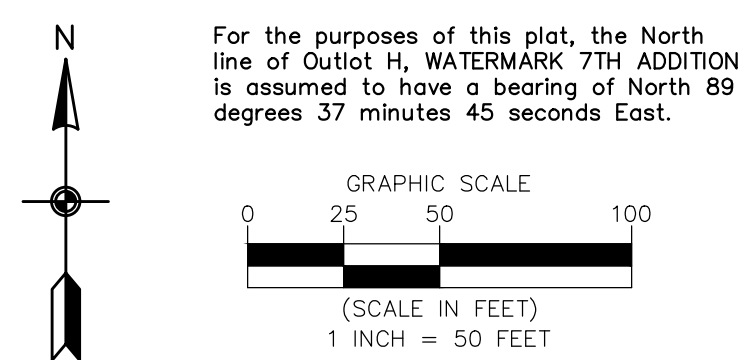


DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



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.

- Denotes Found Anoka County Cast Iron Monument
- 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 5/8 inch Rebar marked with license number 40361 unless otherwise shown
- △ Denotes Restricted Access per Document Number 389552
- ▨ Denotes Wetland delineated by Kjolhaug Environmental Services, Inc. in 2013

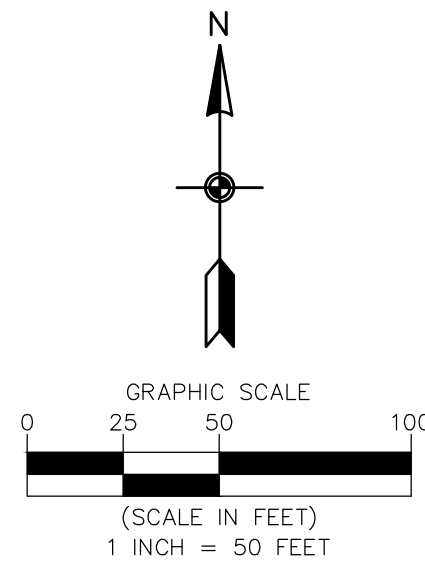


For the purposes of this plat, the North line of Outlot H, WATERMARK 7TH ADDITION is assumed to have a bearing of North 89 degrees 37 minutes 45 seconds East.

MATCH LINE A
 (SEE SHEET 3 OF 4 SHEETS)

WATERMARK 8TH ADDITION

CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 12 & 13, TWP. 31, RGE. 22

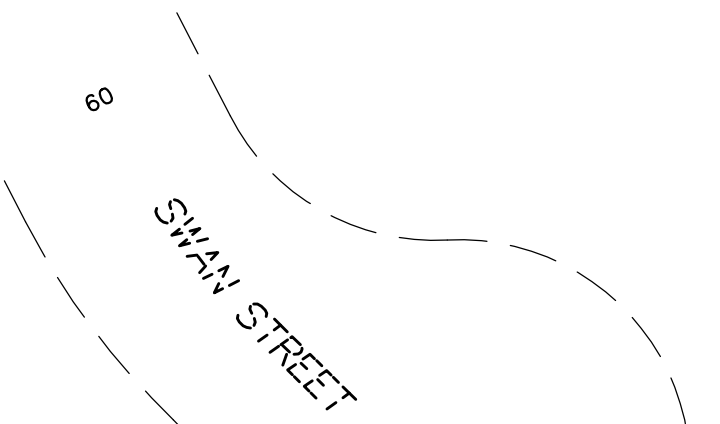


For the purposes of this plat, the North line of Outlot H, WATERMARK 7TH ADDITION is assumed to have a bearing of North 89 degrees 37 minutes 45 seconds East.

- 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 5/8 inch Rebar marked with license number 40361 unless otherwise shown
- △ — Denotes Restricted Access per Document Number 389552

MATCH LINE A
(SEE SHEET 2 OF 4 SHEETS)

WATERMARK
8TH
ADDITION



WATERMARK 7TH ADDITION

WATERMARK 5TH ADDITION

WATERMARK 7TH ADDITION

MILLE LAOS LANE

MATCH LINE C
(SEE SHEET 4 OF 4 SHEETS)

WATERMARK 4TH ADDITION

MATCH LINE B
(SEE SHEET 4 OF 4 SHEETS)

OUTLOT H

OUTLOT A
Drainage & Utility Easement
(Over all of Outlot A)

WIDTH VARIES

35 E

HIGHWAY

INTERSTATE

WIDTH VARIES

1006.68
S00°07'58"W

N26°30'41"E
174.84
S40°08'29"E
107.14

N86°58'22"W
489.45

316.97
N86°58'22"W

50.65
N62°57'46"W

102.49
N89°47'21"E

N80°26'23"E
273.43

N20°32'W
556.4203

86.54
N3°02'28"W

96.34
N1°45'27"W

95.06
N24°34'41"E

53.54
N44°06'35"E

35.06
N66°37'48"E

200.00
N21°46'55"W

191.86
N75°19'20"E

61.00
N27°21'28"W

389.74
N27°14'34"W

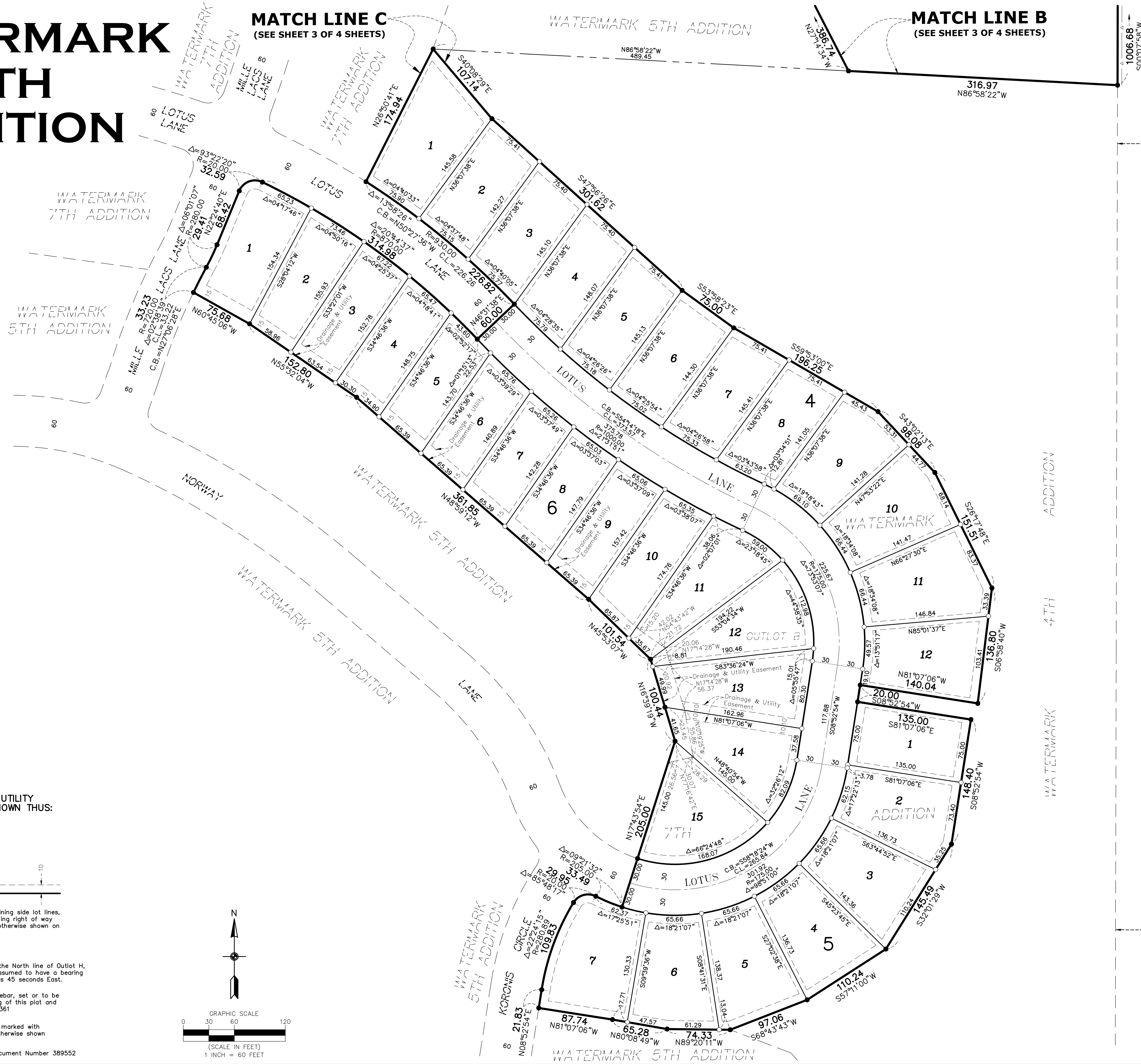


WATERMARK 8TH ADDITION

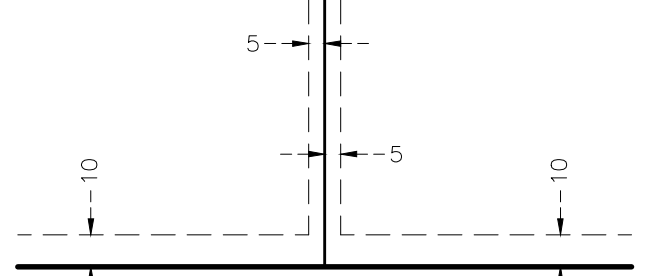
MATCH LINE C
(SEE SHEET 3 OF 4 SHEETS)

MATCH LINE B
(SEE SHEET 3 OF 4 SHEETS)

CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 12 & 13, TWP. 31, RGE. 22



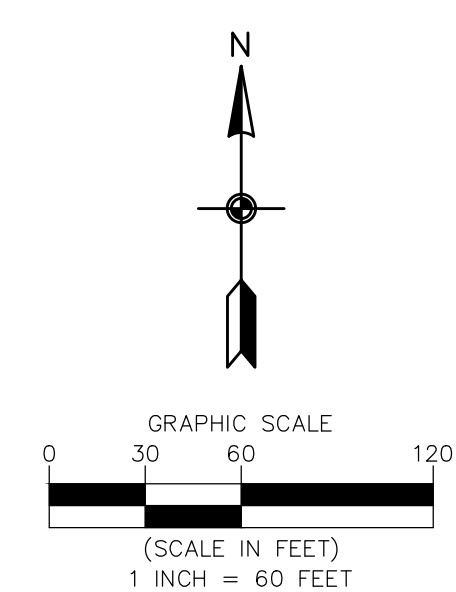
DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:



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 B, WATERMARK 7TH 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 5/8 inch Rebar marked with license number 40361 unless otherwise shown
- △ Denotes Access Control per Document Number 389552



WIDTH VARIES
35E
INTERSTATE
HIGHWAY

EXHIBIT B

Securities, Escrows & Fees

EXHIBIT B
Securities, Escrows & Fees

PROJECT: WATERMARK 8TH ADDITION	NUMBER OF REU's:	97
APPLICANT: US HOME CORPORATION	NO. OF LOT FRONTAGE:	N/A
	AREA (ACRES):	37.9

IMPROVEMENTS	COST
<u>DEVELOPER IMPROVEMENT COSTS (Public)</u>	
SITE GRADING	\$0
EROSION CONTROL	\$0
LANDSCAPING	\$99,000
TRAIL	\$9,300
STREETS	\$1,010,067
STORM SEWER CONST.	\$240,373
SANITARY SEWER CONST.	\$429,753
WATERMAIN CONST.	\$631,236
ENGINEERING & SURVEYING	\$50,000
Total	\$2,469,729
Letter of Credit Amount X 150%	\$3,704,594

<u>ESCROW for CITY'S COSTS</u>	
PLANNING/ REVIEW	\$0
ADMINISTRATION	\$74,100
ENGINEER PLAN REVIEW	\$3,000
ENGINEER CONSTRUCTION SERVICES	\$79,040
PROJECT FINAL DOCUMENTS & CITY ENGINEER	\$5,000
STREET LIGHT INSTALLATION	\$27,000
STREET & STORMWATER MAINTENANCE	\$3,500
PROPERTY TAXES	\$0
BOULEVARD TREE PLANTING	\$0
Total	\$191,640

<u>DEVELOPMENT FEES</u>	
PARK DEDICATION	\$320,100
PARK DEDICATION CREDIT	(\$9,300)
Subtotal Park Dedication Fee	\$310,800
AUAR	\$11,376
GIS MAPPING FEE	\$8,730
STREET LIGHTING OPERATION	\$1,080
Total	\$331,986

<u>TRUNK SANITARY SEWER</u>	
TRUNK CHARGE PER UNIT	\$168,489
AVAILABILITY CHARGE PER SAC UNIT	\$157,722
TRUNK SANITARY SEWER CREDIT	\$0
<u>TRUNK WATERMAIN</u>	
TRUNK CHARGE PER UNIT	\$242,112
AVAILABILITY CHARGE PER SAC UNIT	\$152,290
TRUNK WATERMAIN CREDIT	(\$144,410)
TOTAL TRUNK SEWER & WATER FEES	\$576,203
<u>SURFACE WATER MANAGEMENT</u>	
SURFACE WATER MANAGEMENT	\$117,652
SURFACE WATER MANAGEMENT CREDIT	\$0
TOTAL SURFACE WATER MANAGEMENT FEES	\$117,652

<u>SUMMARY OF SECURITIES, ESCROW & FEES</u>	
SECURITY: DEVELOPER IMP'MENT COSTS	\$3,704,594
ESCROW FOR CITY COSTS	\$191,640
DEVELOPMENT FEES	\$449,638
TRUNK FEES	\$576,203

**CITY OF LINO LAKES
RESOLUTION NO. 24-117**

**RESOLUTION APPROVING WATERMARK 8TH 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 outlot:

- Outlots A, Watermark 8th Addition; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes, Minnesota 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 9th day of September 2024.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, 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:

Outlot A, WATERMARK 8th 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 Outlot A, Watermark 8th 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.)

SIGNATURES

GRANTOR
U.S. HOME, LLC

By: _____
Jon Aune
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, the Vice President of U.S. Home, LLC, a Delaware limited liability company, who executed the foregoing instrument on behalf of the company.

Notary Public

**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.

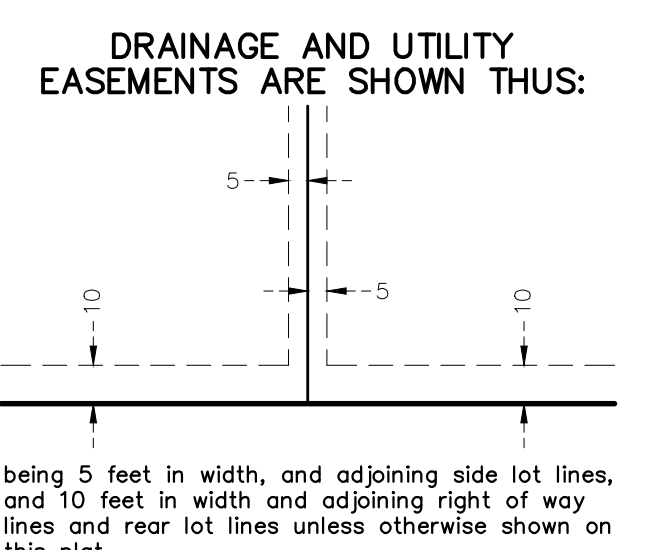
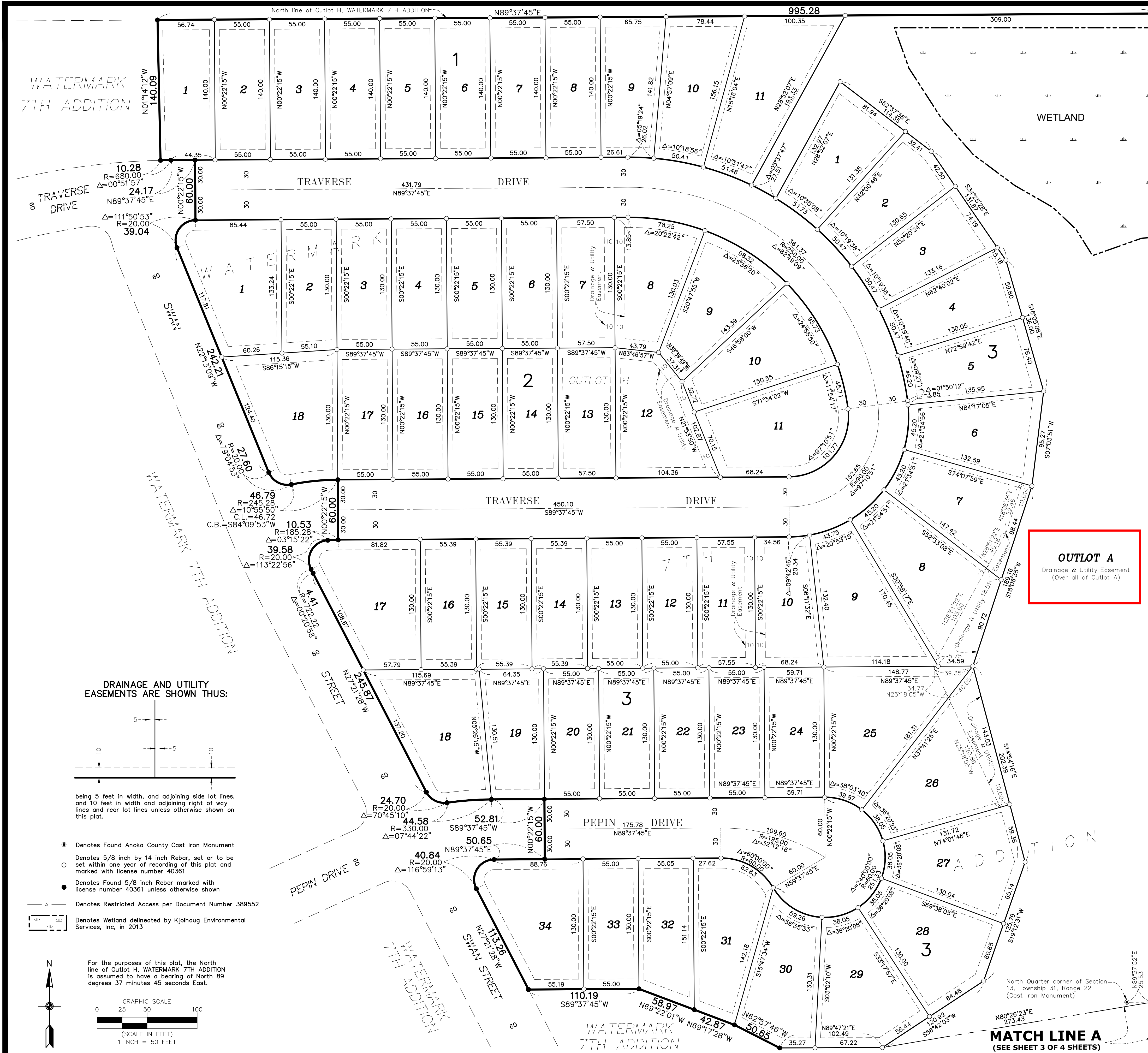
Notary Public

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

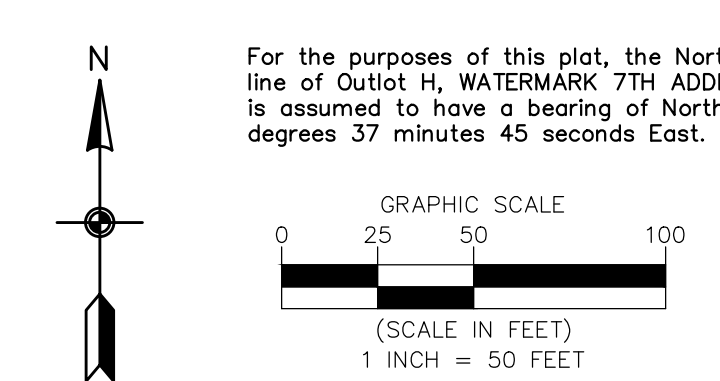
EXHIBIT A

**OPEN SPACE EASEMENT
OUTLOT A, WATERMARK 8TH ADDITION**

WATERMARK 8TH ADDITION



- Denotes Found Anoka County Cast Iron Monument
- Denotes Found 5/8 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Found 5/8 inch Rebar marked with license number 40361 unless otherwise shown
- △ Denotes Restricted Access per Document Number 389552
- Denotes Wetland delineated by Kjolhaug Environmental Services, Inc. in 2013



WIDTH VARIES

35E

INTERSTATE

35E

WIDTH VARIES

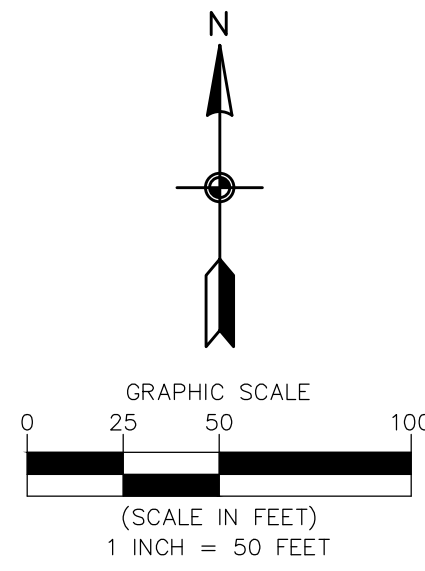
OUTLOT A
 Drainage & Utility Easement
 (Over all of Outlot A)

North Quarter corner of Section 13, Township 31, Range 22 (Cast Iron Monument)

MATCH LINE A
 (SEE SHEET 3 OF 4 SHEETS)

WATERMARK 8TH ADDITION

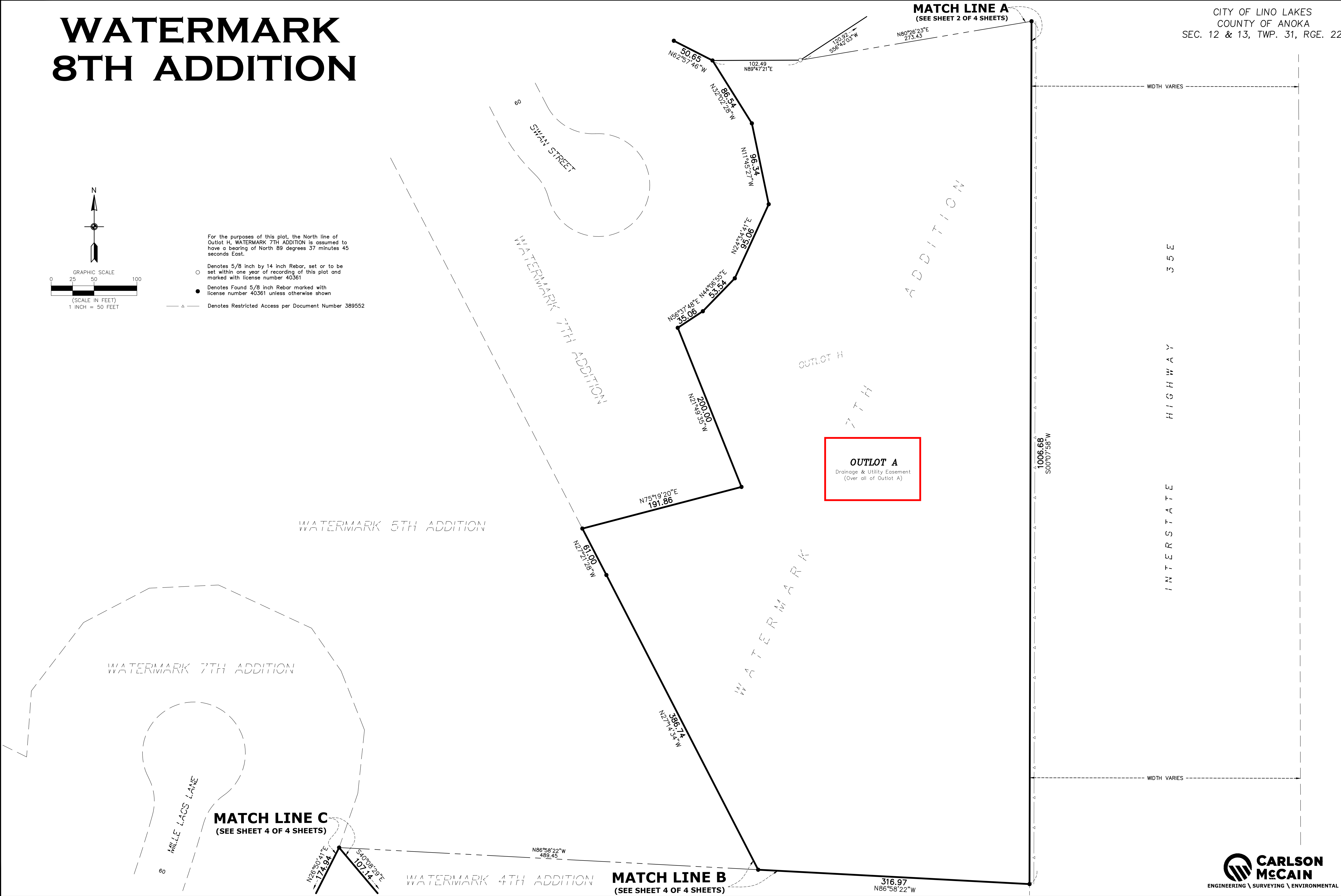
CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 12 & 13, TWP. 31, RGE. 22



For the purposes of this plat, the North line of Outlot H, WATERMARK 7TH 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 5/8 inch Rebar marked with license number 40361 unless otherwise shown
- △ — Denotes Restricted Access per Document Number 389552

MATCH LINE A
(SEE SHEET 2 OF 4 SHEETS)



OUTLOT A
Drainage & Utility Easement
(Over all of Outlot A)

WIDTH VARIES

35 E

HIGHWAY

INTERSTATE

1006.68
S00°07'58\"/>

WIDTH VARIES

MATCH LINE C
(SEE SHEET 4 OF 4 SHEETS)

MATCH LINE B
(SEE SHEET 4 OF 4 SHEETS)



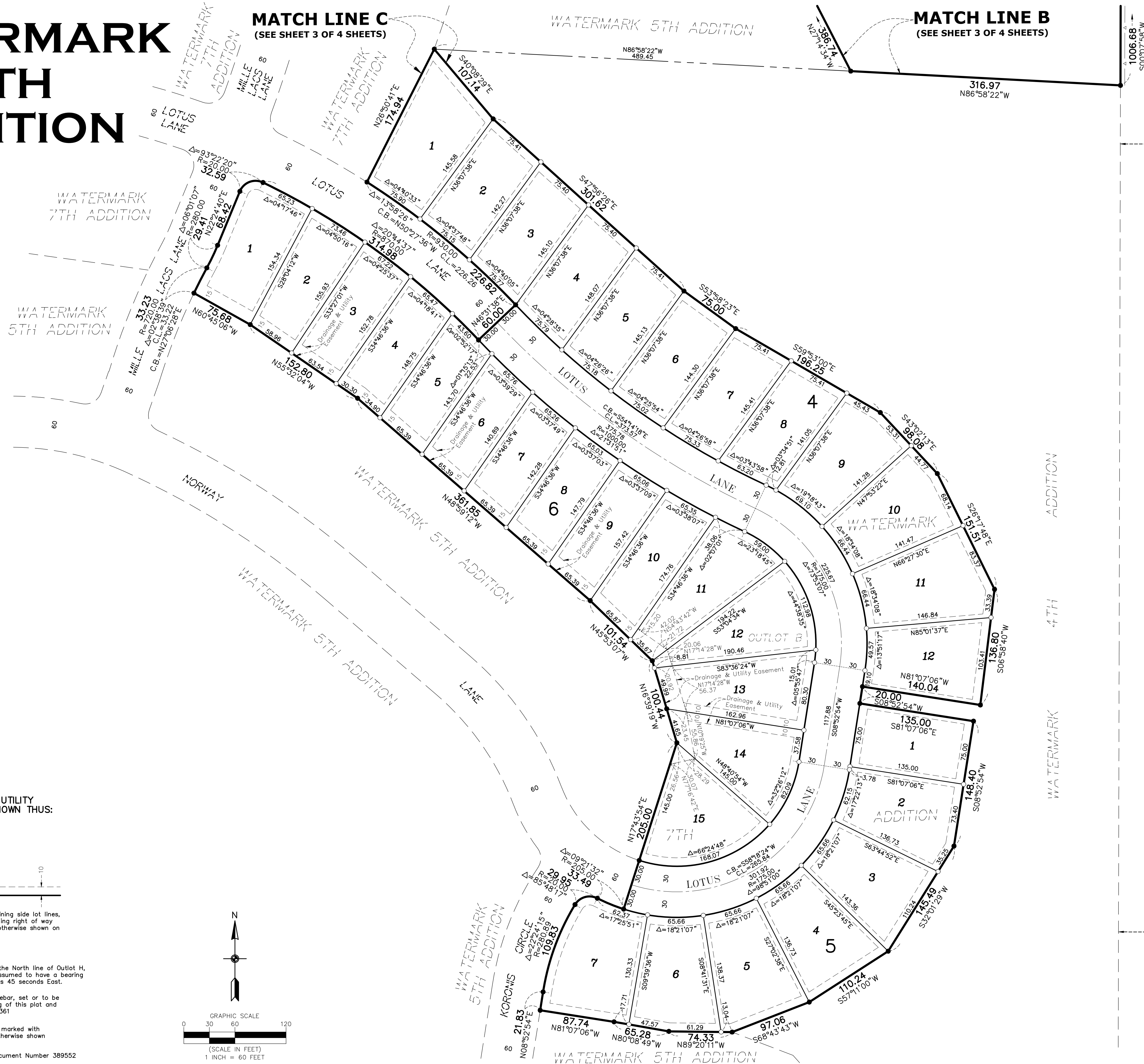
WATERMARK 8TH ADDITION

MATCH LINE C
(SEE SHEET 3 OF 4 SHEETS)

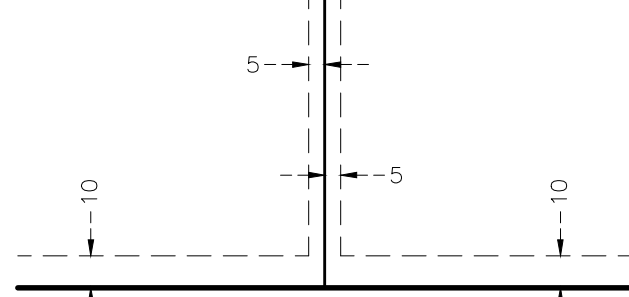
WATERMARK 5TH ADDITION

MATCH LINE B
(SEE SHEET 3 OF 4 SHEETS)

CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 12 & 13, TWP. 31, RGE. 22



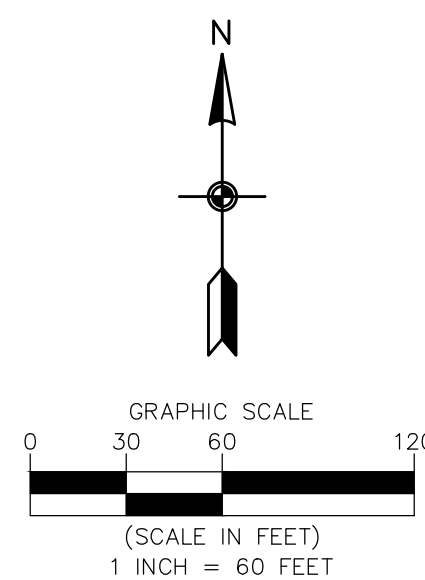
DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:



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 B, WATERMARK 7TH 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 5/8 inch Rebar marked with license number 40361 unless otherwise shown
- △ Denotes Access Control per Document Number 389552



INTERSTATE HIGHWAY 35E

**CITY COUNCIL
WORK SESSION STAFF REPORT
ITEM NO. 3**

STAFF ORIGINATOR: John Swenson, Public Safety Director

WORK SESSION DATE: September 9, 2024

TOPIC: Approve Professional Services Agreement with Citygate Associates for Public Safety Study

VOTE REQUIRED: Simple Majority

INTRODUCTION

Based on Council direction at the August 5th Council Work Session, staff is bringing forward the Professional Services Agreement (PSA) with Citygate Associates to complete a public safety study.

BACKGROUND

- April 1, 2024, Council Work Session, staff was directed to draft a Request for Proposals (RFP).
- May 6, 2024, Council Work Session, staff presented two draft RFPs. One of the draft RFPs was exclusive to fire services and the second draft RFP included all public safety services. Council directed staff to move forward with the second draft RFP, which included all public safety services.
- During the week of May 13 – 17, 2024, the public safety RFP was posted on the Public Safety Department website, League of Minnesota Cities Marketplace website, and emailed to potential vendors that had previously completed this type of work in Minnesota.
- June 3, 2024, Council Work Session, the Council created a selection committee comprised of Council Members Cavegn and Ruhland, City Administrator Sarah Cotton, and Public Safety Director John Swenson. This committee was tasked with reviewing the proposals submitted in response to the RFP.
- June 17, 2024, was the deadline for vendors to submit their proposals for consideration. The City received seven proposals.
- On June 18, 2024, all seven proposals were emailed to the selection committee for review. These seven proposals were also emailed to all Council Members.

- During August 5, 2024 Council Work Session, Council selected Citygate Associates as the vendor to conduct the Public Safety study and directed staff to bring Citygate Associates' proposal/contract forward to a Regular Council Meeting for formal Council approval.

Attached for your review is the PSA between the City of Lino Lakes and Citygate Associates, LLC with Exhibits. City Attorney Jay Squires has reviewed this PSA and found it to be in proper form.

This PSA includes a not to exceed amount of \$150,000. This amount is based on the Citygate scope of work and includes core project cost of \$132,706 and optional services for community survey and public engagement workshops up to \$17,294. Staff would communicate with City Council members prior to authorizing any of the listed optional services.

Staff recommends funding this public safety study with MN Public Safety Aid.

REQUESTED COUNCIL DIRECTION

Approve the Professional Service Agreement with Citygate Associates, LLC.

ATTACHMENTS

PSA – Citygate and Lino Lakes with Exhibits 8.19.2024

**CITY OF LINO LAKES and CITYGATE ASSOCIATES, LLC
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made on the 26 day of August, 2024, between the City of Lino Lakes, a Minnesota municipal corporation (the “City”), and Citygate Associates LLC, a limited liability company organized under the laws of the state of California (the “Contractor”, each a “Party” and together the “Parties”).

1. Scope of Work. The Contractor agrees to provide the professional services described in **Exhibit A** (“Work”) which is attached to this Agreement and incorporated by this reference. All Work provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

2. Term and Termination. The term of this Agreement will commence upon the execution of this agreement. Unless extended by written agreement of the Parties, this Agreement will terminate no later than 3/31/25, or upon completion of the Work, whichever occurs first. This Agreement may be terminated earlier by the City with or without cause, by delivering, a written notice at least ten (10) days prior to the date of such termination to Contractor. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered and eligible reimbursable expenses incurred by the Contractor through and until the date of termination. If the City terminates this Agreement for cause, the notice shall so-state, and no further payment shall be due to the Contractor following the delivery of the termination notice.

3. Compensation for Work. The City agrees to compensate Contractor the in an amount not to exceed \$150,000 and in accordance with **Exhibit B** attached hereto for the Work. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City.

4. Method of Payment. Upon execution by both parties, City will pay an advance of \$15,000 to Contractor to off-set start-up costs (the “Advance”). Thereafter, following the conclusion of each calendar month, Contractor must submit an itemized invoice detailing actual hours worked and actual expenses incurred for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

a. For compensation based on hours worked by various individuals, for each individual, their name, job title, the number of hours worked, rate of pay and description of the Work performed. For reimbursable expenses an itemized listing including, as applicable, receipts for such expenses.

b. Upon request of the City, Contractor must also provide the City’s project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement.

c. The final invoice must demonstrate sufficient hours worked and expenses incurred to cover the entire Advance. Contractor shall refund to City any amount included in the Advance that was not earned by Contractor in either hours worked or expenses incurred.

5. Representatives and Notices: The below-named individuals will act as the representatives of the Parties with respect to the work to be performed under this Agreement. Any termination notice issued under this Agreement shall be either hand delivered or sent by U.S. Mail to the below-named individuals:

To City:

City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014
Attn: Sarah Cotton, City Administrator

To Contractor:

Citygate Associates, LLC
600 Coolidge Drive, Suite 150
Folsom, CA 95630
Attn: Chad Jackson, President

6. Assignment or Subcontracting. The Contractor shall not assign or enter into subcontracts for services provided under this Agreement without the written consent of the City. If subcontracts are approved and entered into, the Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Contractor shall otherwise comply with, the State Prompt Payment Act.

7. Independent Contractor. All Work provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the Work pursuant to this Agreement, shall not be considered employees of the City. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.

8. Annual Review. Following the anniversary date of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Contractor under this Agreement. The Contractor agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the Parties shall, if requested by the City, meet and discuss the performance of the Contractor relative to the remaining Work to be performed by the Contractor under this Agreement.

9. Compliance with Laws and Regulations. The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work.

10. Non-Discrimination. During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for

employment. The Contractor shall incorporate the foregoing requirements in all of its subcontracts for Work done under this Agreement and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.

11. Data Practices Act Compliance. Contractor acknowledges that all data provided, produced, or obtained under this Agreement shall be protected, maintained, and administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the “Act”), and that with regard to such data Contractor must comply with the Act as if it were a government entity. Contractor will immediately report to the City any requests from third Parties for information relating to this Agreement.

12. Audit Disclosure. Under Minn. Stat. § 16C.05, subd. 5, Contractor’s books, records, documents, and accounting procedures and practices relevant to this Agreement, including books and records of any approved subcontractors, are subject to examination by the City and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after the termination of this Agreement.

13. Indemnification. The Contractor agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees, and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney’s fees, arising out of or resulting from any negligent or wrongful act or omission of the Contractor, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Work. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the City under Minnesota Statutes, Chapter 466, or other law.

14. Insurance. Prior to starting the Work and during the full term of this Agreement, the Contractor shall procure and maintain, at Contractor’s expense, as follows:

- a. Workers Compensation insurance in accordance with Minnesota law;
- b. Professional Liability Insurance covering any damages caused by an error, omission or any negligent act;
- c. Coverage shall be sufficiently broad to cover to all duties and obligations undertaken by Contractor in this Agreement including duties related to indemnification;
- d. Insurance must be on an “occurrence” basis, and, other than Workers Compensation, the limits of such policies must be no less than \$1,000,000 per occurrence and \$1,500,000 aggregate.

- e. Policies must be held by insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing.
- f. Contractor must provide a copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Contractor's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph, must be filed with the City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements.

15. Ownership of Documents. All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement (the "Information") shall become the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.

16. Conflicts. No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.

17. Waiver. Any waiver by either Party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either Parties' ability to enforce a subsequent breach.

18. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the Parties waive any objections to jurisdiction.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

20. Severability. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

21. Entire Agreement. Unless stated otherwise in this, the entire agreement of the Parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the Parties relating to the subject matter hereof, including that attached hereto as Exhibit C, as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties, unless otherwise provided herein.

IN WITNESS WHEREOF, the undersigned Parties have entered into this Agreement as of the date set forth above.

CITY OF LINO LAKES

CITYGATE ASSOCIATES, LLC

By: _____
Mayor - Rob Rafferty

By: _____
President

By: _____
City Administrator – Sarah Cotton

EXHIBIT A

SECTION 2—SCOPE OF WORK

2.1 PROPOSED WORK PLAN

Citygate’s detailed Work Plan to conduct the requested scope of work is presented in this section. We will review the proposed Work Plan and schedule with Department leadership prior to initiating any work, and subject to any mutually agreed upon changes, we will finalize the Work Plan and the accompanying project schedule.

Our Work Plan for this Operational Study of the Public Safety Department is comprised of **six tasks** and addresses the project objectives and deliverables as determined by the City.

Task 1: Initiate and Manage the Project

- ◆ Develop detailed Work Plan schedule for the project.
 - We will develop a detailed work schedule and final project timeline. These tools will assist the consultants and City staff in monitoring study progress.
- ◆ Obtain and review City/Department documentation.
 - We will develop and submit an information request for all documents relevant to this project, including the City’s General Plan; growth forecasts; any appropriate prior studies; Department documentation, including (as available) dispatch data—containing a distribution of calls for service by hour of day, day of week, and month; the number and assignments of current personnel; and other operating costs; and a myriad of other information.
- ◆ Conduct on-site kick-off meeting with Department representatives to initiate study.
 - A key to a successful consulting engagement is a mutual understanding of the project’s scope and objectives. The senior members of our Team will conduct a videoconference or in-person kick-off meeting with the Public Safety Director or designee and executives to introduce Team members, discuss project schedule, and review scope of work and available data. Citygate will then prepare an agenda and meeting minutes.
- ◆ Conduct initial interviews with Department command staff.

- We will interview via videoconference or in-person, as appropriate and directed, the Public Safety Director, members of the Department's command staff, and other key stakeholders as desired.
- ◆ Issue SWOT (strengths, weaknesses, opportunities, and threats) questionnaire.
- We will assess Department member perceptions and expectations of their services by issuing SWOT questionnaires to employees and, as appropriate, other agency employees who interact with the Department.

Task 2: Standards of Cover Deployment Analysis

2.1 General Summary of the Community and Constituents Served by the Department

The Citygate Team will review, understand, and describe the City's service area, to include:

- ◆ Service area population and demographics
- ◆ History, formation, and general description of the City and its fire services
- ◆ Operating budget and funding
- ◆ Description of the current services and service delivery infrastructure.

2.2 Analysis and Summary of the Services Provided by the Department

The Citygate Team will review and evaluate the fire and First Responder emergency medical services provided by the City to include:

- ◆ Calls for service demographics from a historical perspective
- ◆ Operational staffing levels and distribution of resources
- ◆ City/Department performance goals, objectives, and measures.

2.3 Outcome Expectations

Citygate will describe existing outcome expectations, if any, and how they were determined. We will also describe the time constraints associated with saving critical EMS patients and rescuing trapped occupants from building fires, as well as common outcome expectations in urban/suburban communities.

2.4 Community Risk Assessment

Citygate will conduct a high-level analysis of community risks to be protected, including:

- ◆ Identification and description of values at risk to be protected within the City’s service area.
- ◆ Identification, description, and analysis of natural and human-caused fire and non-fire hazards with potential to adversely impact the service area relative to services provided by the Department.

2.5 Review of Historical Fire Service System Performance

Citygate will use the StatsFD incident statistics analysis tool to study the effectiveness of the existing station location to understand the existing deployment system performance and test proposed service measures by risk types in different zones for first-due, all-risk units.

- ◆ ***Distribution Analysis***

Citygate will review the effectiveness of the existing station location to evaluate the deployment system’s performance by risk types in different zones for first-due, all-risk units.

- ◆ ***Concentration Analysis***

Using prior incident statistics of coverage, Citygate will conduct an analysis of the Department’s capability to achieve an Effective Response Force (ERF) within best practice response times to resolve more serious/complex emergencies.

- ◆ ***Reliability Study***

Citygate will utilize StatsFD™ software to provide a comprehensive statistical analysis of:

- Current response workload of each staffed fire company, including crew unit-hour utilization
- Concurrent service demand and operational impacts
- Historical response performance components
- Mutual and automatic aid provided and received
- Review of actual or estimated failure rates of individual companies

- ◆ ***Capacity Study***

Citygate’s analysis will include a study of maximum emergency service capability of the Department resources inclusive of automatic- and mutual-aid resources.

2.6 Performance Objectives and Measures

Citygate’s assessment will provide the City with fire and EMS response performance goals, including those for the first-due and ERF specific to the nature and type of risks identified from which it can adjust, if needed, the fire services deployment system.

2.7 Overall Deployment Evaluation and Recommendations

Citygate will develop and evaluate various operational models for providing emergency services with the specific intent of identifying those options that can viably deliver the desired levels of service over the next three to five years. Citygate’s overall deployment analysis summary will include:

- ◆ A description of the current deployment system.
- ◆ A summary assessment of the current deployment system’s ability to protect the assets at risk within the City’s service area, including the location of the fire stations, quantity and types of apparatus, operational staffing levels, specialized technical capabilities, and first due and ERF response performance.
- ◆ Recommendations, as needed, of revised performance objectives by risk type, including measures and compliance methodologies in alignment with recognized industry best practices, community expectations, and current and prospective future City resources.
- ◆ Identification of areas that are underserved, inefficient, or over-covered.
- ◆ Recommendations as needed for staffing enhancements, if any.
- ◆ Recommended deployment or operational changes as appropriate to provide the desired base fire and EMS services.

Meetings and Deliverables

Citygate anticipates the potential for multiple follow-up videoconference meetings with staff, as needed.

Task 3: Conduct Public Safety Services Operations Analysis

- ◆ Conduct a complete operational analysis.

- This review will consider prior incident response statistics to measure the effectiveness in relation to desired goals, response time criteria, and call prioritization relative to the current deployment plan, including an analysis of calls currently responded to by both Fire and Police.
- The process of the staffing analysis will include a review of staff retention and experience. The analysis will also involve a comprehensive evaluation of regional growth and its impacts on service delivery. Citygate will make recommendations for improvement (short term and long term).
- Citygate will also interview, as needed, Department mid-managers via videoconference.
- ◆ Conduct on-site visit and analysis.
 - The Project Team will conduct an on-site visit during this phase of the project to assess facilities and carry out additional command staff interviews as necessary, as well as meet with any other key stakeholders identified by the Department, if desired.
- ◆ Conduct interviews with Department and City stakeholders.
 - We will interview, as appropriate and directed, command staff; managers, supervisors, and officers in charge of the Department's divisions and others responsible for the various units of the Department; representative(s) of the Police Officers Association; professional staff; and members of City staff who frequently interact with or have an interdependent relationship with the Department. These interviews will occur via videoconference and will assist with evaluating and analyzing the number of officers assigned to patrol, investigations, administration, and various other roles and functions.
 - Citygate recognizes the importance of professional staff to the overall public safety mission of the Department. As such, we believe it is important to conduct interviews with volunteers and professional staff including (but not limited to) those working in dispatch, records, clerical, analytical, and forensics to understand their varied perspectives. These interviews will assist with a staffing analysis of the Department's support functions and rank structure.
 - This portion of the project will also assess administrative strengths, fiscal elements, supervision and development of staff, risk management coordination and practices, and use of technology.

- The results of the detailed staffing analysis will provide a gap analysis which will compare the “as-is” state of the Department to identified efficiencies and recommendations developed through the analysis and workload evaluation.
- ◆ Conduct interviews with community members.
 - The Citygate Team has always found it useful to interview key members of the community who are either positional or informal leaders and have regular contact with the Department. Citygate will work with the Department to identify and meet with key external stakeholders. This subtask is a core element of our Work Plan and is distinct from the optional public engagement workshops.
- ◆ Perform a detailed review of core Department functions. As part of this review:
 - We will evaluate best practices regarding policing that is community-oriented, problem-solving, intelligence-led, and data-driven to provide options which are appropriately tailored to the City. The data-driven analysis will identify actual workload through the evaluation of current staffing. Further, the analysis will result in the proposal of comprehensive strategies to improve efficiency and effectiveness. These strategies will rely on actual levels of demand for police services and supply of police resources, with related factors that include staff utilization, calls for service, crime rate, workload, deployment, standby utilization, obligated versus unobligated time, training schedules, operational commitments, and more. The analysis will also assess shift schedules and the effects of utilization and deployment, as well as overtime usage.
 - We will identify practical opportunities for collaboration and formal partnerships consistent with the strategic priorities of the Department.
 - We will work with the Department to identify any obstacles to good police work. Often, these obstacles can be found outside the Department. Examples could include delays in processing prisoners at the jail, or delays at a hospital when prisoners must receive medical clearance prior to booking, or staffing shortages due to court attendance.
- ◆ Conduct high-level feasibility analysis of service model options.
 - Citygate’s Project Team leads will assess alternative service delivery model options in contrast with the City’s current model to provide key related findings and recommendations.

- ◆ **(Optional)** Conduct community satisfaction survey / public engagement workshops.
 - *If desired by the City*, Citygate’s Project Team will work with the Department to develop an online community satisfaction survey to assess the community’s current level of satisfaction with public safety services, as well as what changes to service levels/models that community stakeholders would be willing to consider. Once the survey questions are developed, Citygate will publish a weblink to be distributed utilizing the Department’s social media sites and other public information channels.
 - *At the City’s option*, Citygate can also conduct two public engagement workshops—either in person or via videoconference—to gather input regarding community perception of police services. Citygate would develop the content for these forums and facilitate the sessions, coordinating with the Department to schedule these meetings and invite participants.

Once the Department review, data analysis, interviews, and public forums are completed, Citygate will build integrated findings, recommendations, and implementation strategies. These tasks will assist with a detailed review of staffing to determine the optimal staffing model which appropriately considers service delivery expectation, operational budgets, City Council and community priorities, workloads, goals, and specific performance measures.

Meetings and Deliverables

Citygate anticipates multiple scheduled interviews with key stakeholders (both internal and external) as part of our on-site visit and as determined by the Department and City.

Task 4: Conduct Mid-Project Review

- ◆ Conduct on-site Mid-Project Review with the Public Safety Director and/or others as desired.
 - After completing an in-depth Department review and data analysis, we will conduct an on-site Mid-Project Review utilizing a Microsoft PowerPoint presentation. The purpose of this review is to meet with the client to describe our analysis, preliminary conclusions, and proposed recommendations. This will also be an opportunity for the Department and consultants to perform fact-checks and make any mid-course corrections before our recommendations are finalized.

Meetings and Deliverables

Citygate anticipates one on-site meeting with select members of Citygate’s Project Team and the Department.

Task 5: Prepare and Review Draft Report

The entire Citygate Project Team will prepare a Draft Report, including appropriate statistical and geographic mapping exhibits. This Draft Report will include:

- ◆ An Executive Summary describing the nature of the report, the methods of analysis, the primary findings, and critical recommendations.
- ◆ Detailed narrative analysis of each report component structured in easy-to-read sections, accompanied by explanatory support to encourage understanding by both staff and civilian readers.
- ◆ Clearly designated recommendations highlighted for easy reference.
- ◆ Supportive charts, graphs, and diagrams, where appropriate.
- ◆ Appendices, exhibits, and attachments, as necessary.

The content of Citygate’s Draft Report will:

- ◆ Summarize the strengths of the Department and opportunities for improvement.
- ◆ Present a review of our approach and how analyses were conducted.
- ◆ Present findings of interviews conducted with City staff, outside entities, and/or the public.
- ◆ Explain the assumptions underlying the analysis and recommendations.
- ◆ Discuss the financial implications of recommendations.

Upon completion of the Draft Report, an electronic version will be sent to the Public Safety Director or designee for comments using the “track changes” and “insert comment” tools in Microsoft Word. Our standard practice is to review a draft of our report with management personnel to ensure that the factual basis of our recommendations is correct and to allow time for a thorough review. In addition, we take time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated. The City will be provided 30 calendar days to review the Draft Report.

- ◆ Discuss Draft Report with City.
 - Citygate will conduct a videoconference with the City’s project team to present and review the Draft Report.

Task 6: Prepare and Present the Final Report

- ◆ Prepare Final Report.
 - Based on the results of our Draft Report review process, we will then prepare and deliver a Final Report to the City.
- ◆ Present Final Report.
 - Citygate Project Team members including our Public Safety Principal and Fire Services Lead Consultant Stewart Gary, as well as our local Police Services Lead Consultant Jack Serier, will deliver an on-site presentation using Microsoft PowerPoint to an audience of the City’s/Department’s choosing.

2.2 STUDY COMPONENTS WITH WHICH THE DEPARTMENT MUST ASSIST

The Department staff have the best capability to collect much of the required data that can assist the Citygate study. Therefore, the Department will assist Citygate with:

- ◆ Providing data and documents detailing the organization, services, performance measures, and other information related to the Department as requested by Citygate, as available.
- ◆ Identifying a single point of contact for this project.
- ◆ Creating a Planning Assessment Team to include a representative cross-section of key Department managers, operational staff, data analysts, and other stakeholders as identified.

2.3 PROJECT SCHEDULE AND DELIVERABLES

Citygate is prepared to initiate this study upon execution of a contract for services.

Based on our experience with similar studies, we expect this study to take approximately six (6) months to complete, as summarized in the following table. The table schedule shows the completion time per task and key milestones and deliverables throughout the engagement.

Proposed Project Schedule

Task		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
1	Initiate and Manage Project						
2	SOC Deployment Analysis						
3	Services Operations Analysis						
4	Conduct Mid-Project Review						
5	Prepare/Review Draft Report						
6	Prepare/Present Final Report						

 Issue Document Request	 Project Start-Up Meeting / Interviews	 SWOT
 (Opt.) Comm. Survey/Workshops	 Mid-Project Review	 Draft Report/Review
 Final Report Delivery	 On-site Final Report Presentation	

Project Hours by Task

Project Component	Estimated/Budgeted Hours
Task 1: Initiate and Manage the Project, interviews, SWOT survey	68
Task 2: Standards of Cover Deployment Analysis (incl. Data), follow-up videoconference meetings (as needed)	88
Task 3: Public Safety Services Operations Analysis, on-site analysis (not incl. optional community survey and/or workshops), alternative service model analysis, interviews	203
Task 4: On-site Mid-Project Review with Public Safety Director and others as determined by the Department	51
Task 5: Draft Report preparation and delivery, videoconference review with City's project team	141
Task 6: Final Report and on-site presentation	72
Total Hours	623

EXHIBIT B

SECTION 5—COST PROPOSAL

5.1 PROJECT COST

Our charges are based on *actual time* spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. We will undertake this study for a “not-to-exceed” total cost based on our Work Plan and Scope of Work, outlined below.

5.1.1 Core Project Cost

Project Team Consulting Fees		Reimbursable Expenses	Administration (7.5% of Hourly Fees)	Total Citygate Project Amount
Fire	\$52,487	\$3,951	\$3,937	\$60,374
Police	\$64,743	\$2,734	\$4,856	\$72,333
Total	\$117,230	\$6,684	\$8,792	\$132,706

This cost proposal reflects our best effort to be responsive to the City’s needs for this study at a reasonable cost. If our proposed scope of work and/or costs are not in alignment with City needs or expectations, we are open to discussing modification of our proposed scope of work and associated costs.

5.1.2 Optional Project Costs

Citygate presents the cost for the optional Community Satisfaction Survey and Public Engagement Workshops.

Option	Cost
Community Survey	\$6,966
Total Project Cost with Community Survey	\$139,672

Public Engagement Workshops

If desired, Citygate can also conduct two public engagement workshops—either in person or via videoconference—to gather input regarding community perception of police services. Citygate would develop the content for these forums and facilitate the sessions, coordinating with the Department to schedule meetings and invite participants. If selected by the City, this additional option can be added to the project scope and costed as part of the final budgeting process.

Citygate's AudMod™

If desired, Citygate is prepared to offer a further service option that can be added to the final scope and costed as part of the final project budgeting process. Citygate has brought a new form of audio production to the world of consulting. We call it *AudMod™* (short for “Audio Module”).

What could *AudMod™* accomplish for your agency?

- ◆ A first-of-its-kind, fully produced, “podcast”-style audio experience that is hosted on our website and aimed at an audience of the agency’s choosing.
- ◆ Offers unprecedented convenience—listen while driving, exercising, etc.
- ◆ Provides a means to absorb the key content of a report from your phone, tablet, computer, etc.
- ◆ Summarizes important elements of Citygate’s Final Report with added narrative context and interviews.
- ◆ 15–25 minutes in length.
- ◆ Offers a further way to maximize retention and resulting implementation efforts related to an engagement.
- ◆ Can feature multiple people interviewed separately and edited for maximum impact—Citygate’s own Project Team members, elected and appointed agency representatives, etc.—all geared to an audience of your choosing.

To hear an example of this additional service option, please visit the following link:

<https://citygateassociates.com/audmod-sjb/>

AudMod™ represents a means of ensuring report content is engaged and understood by both agency personnel and invested residents. Many who might not read a report are far more likely to listen to a report summary. With that increase in permeation will come an increase in retention and implementation, thus increasing an engagement’s potential for impact and success within your agency or community.

AudMod™ also represents a new platform for agency leaders to communicate with the people they serve and/or agency personnel in a way that promotes transparency and accountability and demonstrates its commitment to service via its investment in a consulting study.

5.1.3 Pricing Terms

This price quote is effective for two months and includes one (1) draft report review cycle as described in our Project Work Plan to be completed by Citygate and the City within 30 calendar

days of delivery of the Draft Report. Additional draft cycles or processing delays requested by the City would be billed in addition to the contracted amount at our time and materials rates. The Draft Report will be considered final if there are no suggested changes within thirty (30) days of the delivery of the Draft Report.

5.2 HOURLY RATES

Classification	Rate	Consultant
Citygate President	\$260 per hour	Chad Jackson
Data Analyst	\$175 per hour	Various
Report Project Administrator	\$140 per hour	Various
Administrative Support	\$100 per hour	Various
FIRE AND EMS SERVICES TEAM		
Public Safety Principal, Project Director, Fire Team Leader	\$260 per hour	Stewart Gary
Senior Fire and EMS Specialist	\$250 per hour	Sam Mazza
Senior Fire and EMS Specialist	\$195 per hour	Landon Stallings
Fire and EMS Specialist	\$195 per hour	John Vance
Statistical Specialist	\$195 per hour	Michael Fay
POLICE SERVICES TEAM		
Police Services Senior Associate, Police Team Leader	\$195 per hour	Jack Serier
Police Services Senior Associate	\$195 per hour	Tom Woodward
Police Services Senior Associate	\$195 per hour	John Carli
Police Services and Training Specialist	\$195 per hour	Steve Frazer
Workload Staffing and Operational Analysis Specialist	\$195 per hour	Eric Lind

5.3 BILLING SCHEDULE

We will bill monthly for time, reimbursable expenses incurred at actual costs (travel), plus a five percent (7.5%) administration charge in lieu of individual charges for copies, phone, etc. Our invoices are payable within thirty (30) days. Citygate’s billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter. Our practice is to send both our monthly status report and invoice electronically.

If we are selected for this project, we will request the email for the appropriate recipients of the electronic documents. Hard copies of these documents will be provided only upon request. We prefer to receive payment through ACH Transfer, if available.