

EXPANDED AGENDA



CITY COUNCIL AGENDA

Monday, March 8, 2021

6:30 p.m.

(Scheduled to be broadcast on Channel 16)

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

COUNCIL WORK SESSION, 6:00 P.M.

Council Chambers (not televised)

1. Review Regular Agenda

CITY COUNCIL MEETING, 6:30 P.M.

- Call to Order and Roll Call - **Councilmembers Stoesz, Lyden, Cavegn, Ruhland and Mayor Rafferty were present**
- Pledge of Allegiance
- Open Mike / Public Comment *(in person or received in writing prior to meeting)*
There was no one present wishing to comment.
- Setting the Agenda: Addition or Deletion of Agenda Items
The agenda was approved as presented.

SPECIAL PRESENTATION

- *Oath of Police Service* – Police Officer, Georgia Carlson
- *Oath of Fire Service* – Firefighters Brandon Byrne, Nick Clausen, Brett McReavy

1. CONSENT AGENDA

- A) Consideration of Expenditures:
 - i) March 8, 2021 (Check No. 113940 through 114002) in the Amount of \$96,622.35
- B) Consider Approval of February 22, 2021 Work Session Minutes
- C) Consider Approval of February 22, 2021 Council Meeting Minutes
- D) Consider Approval of Peddler License for Pro Star Tree Care
- E) Consider Approval of Peddler License for Xfinity/Comcast
- F) Consider Resolution No. 21-18, Approving ACRED Cost Share Agreement, Michael Grochala
- G) Consider Approval of Springbrook Human Resources Module, Meg Sawyer

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

2. FINANCE DEPARTMENT REPORT

None

3. ADMINISTRATION DEPARTMENT REPORT

None

4. PUBLIC SAFETY DEPARTMENT REPORT

None

5. PUBLIC SERVICES DEPARTMENT REPORT

- A) Consider Resolution No. 21-16, Order Project, Approve Plans and Specifications, and Authorize Ad For Bids, Hard Court Facility at Birch Street and Centerville Road, Rick DeGardner

Action Taken: Motion by Stoesz, seconded by Ruhland, to approve Resolution No. 21-16 as presented, was adopted; Cavegn and Lyden voted no

- B) Consider Resolution No. 21-17 Approving Contract with Northland Recreation Inc. for Lino Park and Clearwater Creek Park Playground Equipment, Rick DeGardner

Action Taken: Motion by Lyden, seconded by Cavegn, to approve Resolution No. 21-17 as presented, was adopted

6. COMMUNITY DEVELOPMENT REPORT

- A) Bald Eagle Addition, Katie Larsen

- i) Consider Resolution No. 21-13 Approving Final Plat

Action Taken: Motion by Cavegn, seconded by Stoesz, to approve Resolution No. 21-13 as presented, was adopted

- ii) Consider Resolution No. 21-14 Approving Development Agreement

Action Taken: Motion by Cavegn, seconded by Stoesz, to approve Resolution No. 21-14 as presented, was adopted

- B) Consider Resolution No. 21-15 Approving Professional Services Proposal with Landform Professional Services, LLC for Zoning Ordinance and Map Updates, Katie Larsen

Action Taken: Motion by Stoesz, seconded by Cavegn, to approve Resolution No. 21-15 as presented, was adopted

- C) Consider Resolution No. 21-19, Declaring Property a Public Nuisance, 6367 Ware Road, Michael Grochala

Action Taken: Motion by Ruhland, seconded by Stoesz, to approve Resolution No. 21-19 as presented, was adopted

7. UNFINISHED BUSINESS

None

8. NEW BUSINESS





None

Adjournment

Motion by Cavegn, seconded by Lyden, to adjourn at 7:16 p.m. was adopted

Community Calendar – A Look Ahead

March 8, 2021 through March 22, 2021

 Wednesday, March 10	6:30 pm, Zoom	Planning & Zoning Board
 Thursday, March 18	5:30 pm, Zoom/Chambers	Special Council Work Session
 Monday, March 22	6:00 pm, Council Chambers	Council Work Session
 Monday, March 22	6:30 pm, Council Chambers	City Council Meeting



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None

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None

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8. NEW BUSINESS

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Expenditures

March 8, 2021

Check #113940 to #114002

\$96,622.35

Accounts Payable

Check Detail

User: katie.christofferson
Printed: 03/02/2021 - 3:50PM



Check Number	Check Date	Check Description	Amount
2 - 1st Choice Document Destruction			
113944	03/08/2021		
	Inv 21-2017	Paper and cardboard recycling- 1700 pou	600.00
113944 Total:			600.00
2 - 1st Choice Document Destruction Total:			600.00
13 - AFLAC 101-000-2040-000			
113945	03/08/2021		
	Inv 516533	February Insurance Premiums	232.72
113945 Total:			232.72
13 - AFLAC Total:			232.72
16 - Aid Electric Corporation			
113946	03/08/2021		
	Inv 64763	Office lights for K. Larsen	800.18
113946 Total:			800.18
16 - Aid Electric Corporation Total:			800.18
44 - Anoka County Treasury Office			
113947	03/08/2021		
	Inv AR017427	16 SMART batteries	912.00
	Inv B210216L	Site 117 Mar 2021 Cac Fiber	225.00
113947 Total:			1,137.00
44 - Anoka County Treasury Office Total:			1,137.00
1674 - Aramark Uniform & Career Apparel Group, Inc.			
113948	03/08/2021		
	Inv 1004986082	Towels	92.71
	Inv 1004991326	Mats	314.90
113948 Total:			407.61
1674 - Aramark Uniform & Career Apparel Group, Inc. Total:			407.61

Check Number	Check Date	Check Description	Amount
54 - Aspen Mills, Inc.			
113949	03/08/2021		
		Inv 267877 Uniform Allowance - M. Rumpsa	476.10
		Inv 269324 Uniform Allowance - K. Sinna	370.87
113949 Total:			846.97
54 - Aspen Mills, Inc. Total:			846.97
1547 - Baker Tilly Municipal Advisors, LLC			
113950	03/08/2021		
		Inv BTMA8941 2020 Continuing Disclosure Services	3,500.00
113950 Total:			3,500.00
1547 - Baker Tilly Municipal Advisors, LLC Total:			3,500.00
1028 - Baycom, Inc.			
113951	03/08/2021		
		Inv 031077 Uniform Allowance - M. Carlson & A. Hall	80.00
113951 Total:			80.00
1028 - Baycom, Inc. Total:			80.00
UB*00079 - BINDER, TONY			
113952	03/08/2021		
		Inv Refund Check 007819-000, 505MARSHAN CT	15.89
113952 Total:			15.89
UB*00079 - BINDER, TONY Total:			15.89
1538 - Blue and Brown Backgrounds, LLC			
113953	03/08/2021		
		Inv 2/22/2021 Tuition - Owens, Boehme, Klosner	900.00
113953 Total:			900.00
1538 - Blue and Brown Backgrounds, LLC Total:			900.00
85 - Bluetarp Financial, Inc.			
113954	03/08/2021		
		Inv 4041129226 Thermo coupler Well 3 Heater	14.94
113954 Total:			14.94
85 - Bluetarp Financial, Inc. Total:			14.94

Check Number	Check Date	Check Description	Amount
864 - Boulder Contracting LLC			
113955	03/08/2021		
		Inv 2020-00057 Escrow Release - 2111 Chestnut St	900.00
113955 Total:			900.00
864 - Boulder Contracting LLC Total:			900.00
1163 - Cargill, Inc.			
113956	03/08/2021		
		Inv 2906006970 Deicer - 46,600 LB	2,019.44
113956 Total:			2,019.44
1163 - Cargill, Inc. Total:			2,019.44
117 - Central Pension Fund 101-000-2040-000			
113940	02/19/2021	February 2021	
		Inv February 2021 February 2021 February 2021	4,992.00
113940 Total:			4,992.00
117 - Central Pension Fund Total:			4,992.00
121 - CenturyLink 101-432-4321-503			
113957	03/08/2021		
		Inv February 2021 Phone - Fire Protection Equipment	59.36
113957 Total:			59.36
121 - CenturyLink Total:			59.36
122 - CES Imaging 101-432-4410-503			
113958	03/08/2021		
		Inv INV123806 February Plotter/Scanner Maintenance	80.00
113958 Total:			80.00
122 - CES Imaging Total:			80.00
127 - Circle Pines Post Office			
113943	03/02/2021		
		Inv 3/2/2021 UB Postage	778.78
113943 Total:			778.78
127 - Circle Pines Post Office Total:			778.78
136 - City of Roseville			
113959	03/08/2021		

Check Number	Check Date	Check Description	Amount
Inv 0229895		Laserfiche License - M. Perrault	954.53
113959 Total:			954.53
136 - City of Roseville Total:			954.53
761 - Comcast 101-432-4321-502			
113960	03/08/2021		
Inv 2/5/2021		Phone & Internet - 1180 BirchSt	125.24
113960 Total:			125.24
761 - Comcast Total:			125.24
155 - Critical Connections Ecological Services			
113961	03/08/2021		
Inv 2021-09-01		General consulting	1,875.05
113961 Total:			1,875.05
155 - Critical Connections Ecological Services Total:			1,875.05
175 - Delta Dental of Minnesota			
113962	03/08/2021	200	
Inv March 2021		310 Dental Insurance Premiums	4,161.45
113962 Total:			4,161.45
175 - Delta Dental of Minnesota Total:			4,161.45
1537 - Electro Watchman, Inc.			
113963	03/08/2021		
Inv 363220		Install replacement reader ondoor	394.48
113963 Total:			394.48
1537 - Electro Watchman, Inc. Total:			394.48
216 - First Advantage Occ.			
113964	03/08/2021		
Inv 2507482101		Annual enrollment and drug testing	166.12
113964 Total:			166.12
216 - First Advantage Occ. Total:			166.12
225 - Frattallone's/Circle Pines Ace			
113965	03/08/2021		
Inv 074165/G		Extension cord	15.49

Check Number	Check Date	Check Description	Amount
113965 Total:			15.49
225 - Frattallone's/Circle Pines Ace Total:			15.49
249 - Grainger			
113966	03/08/2021		
Inv 9798695343		Air bypass and air relief - City Hall co	73.41
Inv 9798695350		Vent motor Well 3 - Qty 2	392.38
Inv 9798695368		Well 3 thermostat	32.98
Inv 9798727823		Vent wheel for Well heater	42.76
113966 Total:			541.53
249 - Grainger Total:			541.53
1728 - Guaranty Commercial Title, Inc.			
113942	03/01/2021		
Inv 3/1/2021		Rec Center Title Recording Fee	85.00
113942 Total:			85.00
1728 - Guaranty Commercial Title, Inc. Total:			85.00
1264 - Hach Company			
113967	03/08/2021		
Inv 12308613		Water spectrophotometer benchservice an	770.00
113967 Total:			770.00
1264 - Hach Company Total:			770.00
1196 - Hawkins Family Trust			
113968	03/08/2021		
Inv 4876758		150 LB Chlorine Cylinder	3,738.35
113968 Total:			3,738.35
1196 - Hawkins Family Trust Total:			3,738.35
298 - Hugo Equipment Company			
113969	03/08/2021		
Inv 164177		Replacement logging helmets	254.82
113969 Total:			254.82
298 - Hugo Equipment Company Total:			254.82
1177 - Innovative Office Solutions LLC			
113970	03/08/2021		

Check Number	Check Date	Check Description	Amount
Inv IN3262417		Ink cartridge, envelopes, paper, tape	236.23
113970 Total:			236.23
1177 - Innovative Office Solutions LLC Total:			236.23
313 - Interstate Power Systems, Inc.			
113971	03/08/2021		
Inv R001172623:01		Generator labor	600.00
113971 Total:			600.00
313 - Interstate Power Systems, Inc. Total:			600.00
UB*00083 - IVY RIDGE HOME BUILDERS			
113972	03/08/2021		
Inv Refund Check 020132-000, 6734 IVYWOOD A			88.18
113972 Total:			88.18
UB*00083 - IVY RIDGE HOME BUILDERS Total:			88.18
338 - Kennedy & Graven, Chartered			
113973	03/08/2021		
Inv 159387		Transfer of YMCA and Lakewood Apartments	922.25
Inv 159430		Lino Lakes Officer 299A Claim	141.00
113973 Total:			1,063.25
338 - Kennedy & Graven, Chartered Total:			1,063.25
344 - KLM Engineering, Inc.			
113974	03/08/2021		
Inv 8168		T-Mobile - Tower No. 1 - Antenna Drawing	1,500.00
Inv 8169		T-Mobile - Main St. Monopole - Antenna D	1,500.00
113974 Total:			3,000.00
344 - KLM Engineering, Inc. Total:			3,000.00
UB*00080 - LENNAR			
113975	03/08/2021		
Inv Refund Check 020277-000, 7284 WATERMARK			64.53
113975 Total:			64.53
113976	03/08/2021		
Inv Refund Check 020275-000, 2040 DIAMOND L			49.71
113976 Total:			49.71

Check Number	Check Date	Check Description	Amount
113977	03/08/2021		
	Inv	Refund Check 020347-000, 2044 DIAMOND L	39.53
113977 Total:			39.53
113978	03/08/2021		
	Inv	Refund Check 020343-000, 2051 BALSAM WA	34.28
113978 Total:			34.28
UB*00084 - LENNAR Total:			188.05
381 - Lincoln National Life Ins Co			
113979	03/08/2021	120	
	Inv	March 2021 135 Life Insurance Premiums	1,400.75
113979 Total:			1,400.75
113980	03/08/2021	155	
	Inv	March 2021 250 Disability Insurance Premiums	1,550.76
113980 Total:			1,550.76
381 - Lincoln National Life Ins Co Total:			2,951.51
396 - Magtech Ammunition, Inc.			
113981	03/08/2021		
	Inv	18646 9MM Luger - Qty 10 and ammunition	2,356.76
113981 Total:			2,356.76
396 - Magtech Ammunition, Inc. Total:			2,356.76
416 - Medica			
113982	03/08/2021	120	
	Inv	March 2021 165 Health Insurance Premiums	44,211.82
113982 Total:			44,211.82
416 - Medica Total:			44,211.82
418 - Menards - Forest Lake			
113983	03/08/2021		
	Inv	55229 Parts for new heater	35.42
	Inv	57217 Screws, wood, organizer, and tool bag	127.93
	Inv	57546 Shop vacuum and attachments	125.97
113983 Total:			289.32
418 - Menards - Forest Lake Total:			289.32

Check Number	Check Date	Check Description	Amount
421 - Metro Sales Incorporated			
113984	03/08/2021	Inv INV1750584 Copier Maintenance Contract Ricoh/MP 405	36.27
113984 Total:			36.27
421 - Metro Sales Incorporated Total:			36.27
455 - MN Metro North Tourism Board 101-415-4900-000			
113985	03/08/2021	Inv January 2021 January 2021 Tourism Tax	2,087.00
113985 Total:			2,087.00
455 - MN Metro North Tourism Board Total:			2,087.00
477 - NAC Mechanical & Electrical			
113986	03/08/2021	Inv 181386 Temperature control programming	747.00
113986 Total:			747.00
477 - NAC Mechanical & Electrical Total:			747.00
479 - Nardini Fire Equipment Co			
113987	03/08/2021	Inv IV00163154 Recharge fire extinguisher and inspectio	77.20
113987 Total:			77.20
479 - Nardini Fire Equipment Co Total:			77.20
480 - NCPERS Group Life Insurance 101-000-2040-000			
113941	02/19/2021	February 2021 Life Insurance Premium	
		Inv February 2021 February 2021 Life Insurance Premiums February 2021 Life Insurance Premiums	240.00
113941 Total:			240.00
480 - NCPERS Group Life Insurance Total:			240.00
1450 - Occupational Health Centers of MN, P.C.			
113988	03/08/2021	Inv 103299545 New Hire Testing	94.00
113988 Total:			94.00
1450 - Occupational Health Centers of MN, P.C. Total:			94.00
506 - Olson's Sewer Service, Inc.			
113989	03/08/2021		

Check Number	Check Date	Check Description	Amount
Inv 94186		Wastewater removal and disposal at Publi	425.00
113989		Total:	425.00
506 - Olson's Sewer Service, Inc. Total:			425.00
1225 - Paulson, Mathew			
113990	03/08/2021		
Inv 2/6/2021		Uniform Allowance - M. Paulson - 2 pairs	104.24
113990		Total:	104.24
1225 - Paulson, Mathew Total:			104.24
551 - Premium Waters, Inc. 101-432-4410-500			
113991	03/08/2021		
Inv 608417-01-21		Kandiyohi Water	49.74
113991		Total:	49.74
551 - Premium Waters, Inc. Total:			49.74
587 - Safe-Fast, Inc.			
113992	03/08/2021		
Inv INV242390		Uniform Allowance - R. Boldt	25.90
113992		Total:	25.90
587 - Safe-Fast, Inc. Total:			25.90
588 - Safety-Kleen Systems, Inc.			
113993	03/08/2021		
Inv CN12284745		Solvent	50.42
113993		Total:	50.42
588 - Safety-Kleen Systems, Inc. Total:			50.42
609 - SHI International Corp			
113994	03/08/2021		
Inv B13025672		Docking Station - K. Larsen	205.00
Inv B13031553		Microsoft Office License - Investigative	268.00
113994		Total:	473.00
609 - SHI International Corp Total:			473.00
635 - Star Tribune			
113995	03/08/2021		
Inv 2/14/2021		3/1/21-2/28/22 = 52 weeks of newspaper	197.60

Check Number	Check Date	Check Description	Amount
113995 Total:			197.60
635 - Star Tribune Total:			197.60
645 - Streicher's, Inc.			
113996	03/08/2021		
Inv I1481480		Riot gear - batons, baton holder, chest	341.36
Inv I1481487		Riot gear - batons, baton holder, chest	237.96
Inv I1481488		Riot gear - batons, baton holder, chest	237.96
Inv I1481489		Riot gear - batons, baton holder, chest	237.96
Inv I1483465		Uniform Allowance - V. Klosner	95.99
Inv I1483478		Department Rifles	161.91
Inv I1483621		Uniform Allowance - K. Sinna	154.98
Inv I1483980		Uniform Allowance - N. Hamann	119.99
113996 Total:			1,588.11
645 - Streicher's, Inc. Total:			1,588.11
656 - TDS Metrocom MN			
113997	03/08/2021		
Inv 2/13/21		Phone Services	243.22
113997 Total:			243.22
656 - TDS Metrocom MN Total:			243.22
671 - Trans Union LLC			
113998	03/08/2021		
Inv 01106241		Background Checks	98.70
113998 Total:			98.70
671 - Trans Union LLC Total:			98.70
681 - Twin Cities Transport & Recovery			
113999	03/08/2021		
Inv 21-0214-35807		ICR# 21-032351 - Tow and recovery charge	185.00
113999 Total:			185.00
681 - Twin Cities Transport & Recovery Total:			185.00
695 - UPS/United Parcel Service			
114000	03/08/2021		
Inv 0000A91R28071		Shipping postage	14.10
114000 Total:			14.10

Check Number	Check Date	Check Description	Amount
695 - UPS/United Parcel Service Total:			14.10
731 - Wipers & Wipes, Inc.			
114001	03/08/2021		
	Inv OE-565092-1	Toilet tissue and paper towels	299.84
114001 Total:			299.84
731 - Wipers & Wipes, Inc. Total:			299.84
734 - Xcel Energy			
114002	03/08/2021	110	
	Inv Feb 2021-1	110 Electric-Street Lights	4,153.94
114002 Total:			4,153.94
734 - Xcel Energy Total:			4,153.94
Total:			96,622.35

City of Lino Lakes
Activity Codes

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



**AP Checks by Account Number
03/08/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
AFLAC	101-000	101-000-2040-000	232.72	113945	February Insurance Premiums
Central Pension Fund	101-000	101-000-2040-000	4,992.00	113940	
Delta Dental of Minnesota	101-000	101-000-2040-000	785.86	113962	Dental Insurance Premiums
Lincoln National Life Ins Co	101-000	101-000-2040-000	83.40	113979	Life Insurance Premiums
Lincoln National Life Ins Co	101-000	101-000-2040-000	1,168.71	113979	Life Insurance Premiums
Medica	101-000	101-000-2040-000	3,003.77	113982	Health Insurance Premiums
NCPERS Group Life Insurance	101-000	101-000-2040-000	240.00	113941	February 2021 Life Insurance Premiums
Medica	101-000	101-000-2041-000	7,554.82	113982	Health Insurance Premiums
Delta Dental of Minnesota	101-000	101-000-2044-000	1,083.56	113962	Dental Insurance Premiums
Lincoln National Life Ins Co	101-000	101-000-3416-000	0.14	113979	Life Insurance Premiums
	101-000 Total		19,144.98		
Medica	101-402	101-402-4131-000	538.42	113982	Health Insurance Premiums
Lincoln National Life Ins Co	101-402	101-402-4133-000	99.05	113980	Disability Insurance Premiums
Lincoln National Life Ins Co	101-402	101-402-4133-000	11.25	113979	Life Insurance Premiums
Delta Dental of Minnesota	101-402	101-402-4134-000	89.89	113962	Dental Insurance Premiums
First Advantage Occ.	101-402	101-402-4300-000	166.12	113964	Annual enrollment and drug testing
Occupational Health Centers of MN P.C.	101-402	101-402-4300-000	94.00	113988	New Hire Testing
Kennedy & Graven Chartered	101-402	101-402-4310-000	141.00	113973	Lino Lakes Officer 299A Claim
	101-402 Total		1,139.73		
Medica	101-407	101-407-4131-000	2,066.40	113982	Health Insurance Premiums
Lincoln National Life Ins Co	101-407	101-407-4133-000	6.98	113979	Life Insurance Premiums
Lincoln National Life Ins Co	101-407	101-407-4133-000	70.67	113980	Disability Insurance Premiums
Delta Dental of Minnesota	101-407	101-407-4134-000	101.11	113962	Dental Insurance Premiums
City of Roseville	101-407	101-407-4310-000	954.53	113959	Laserfiche License - M. Perrault
	101-407 Total		3,199.69		
Kennedy & Graven Chartered	101-415	101-415-4300-000	922.25	113973	Transfer of YMCA and Lakewood Apartments
MN Metro North Tourism Board	101-415	101-415-4900-000	2,087.00	113985	January 2021 Tourism Tax
	101-415 Total		3,009.25		
Medica	101-416	101-416-4131-000	538.43	113982	Health Insurance Premiums
Lincoln National Life Ins Co	101-416	101-416-4133-000	2.25	113979	Life Insurance Premiums
Lincoln National Life Ins Co	101-416	101-416-4133-000	27.14	113980	Disability Insurance Premiums
Delta Dental of Minnesota	101-416	101-416-4134-000	44.94	113962	Dental Insurance Premiums
Critical Connections Ecological Services	101-416	101-416-4300-000	647.50	113961	General consulting
	101-416 Total		1,260.26		
Medica	101-418	101-418-4131-000	538.42	113982	Health Insurance Premiums
Lincoln National Life Ins Co	101-418	101-418-4133-000	4.50	113979	Life Insurance Premiums
Lincoln National Life Ins Co	101-418	101-418-4133-000	44.61	113980	Disability Insurance Premiums
Delta Dental of Minnesota	101-418	101-418-4134-000	44.94	113962	Dental Insurance Premiums
	101-418 Total		632.47		
Medica	101-420	101-420-4131-000	19,322.49	113982	Health Insurance Premiums
Lincoln National Life Ins Co	101-420	101-420-4133-000	64.23	113979	Life Insurance Premiums
Lincoln National Life Ins Co	101-420	101-420-4133-000	747.13	113980	Disability Insurance Premiums
Delta Dental of Minnesota	101-420	101-420-4134-000	1,103.32	113962	Dental Insurance Premiums
Innovative Office Solutions LLC	101-420	101-420-4200-000	236.23	113970	Ink cartridge envelopes paper tape
SHI International Corp	101-420	101-420-4200-000	268.00	113994	Microsoft Office License - Investigative Assistant
Magtech Ammunition Inc.	101-420	101-420-4211-000	2,356.76	113981	9MM Luger - Qty 10 and ammunition
Streicher's Inc.	101-420	101-420-4240-000	161.91	113996	Department Rifles
UPS/United Parcel Service	101-420	101-420-4322-000	14.10	114000	Shipping postage
Blue and Brown Backgrounds LLC	101-420	101-420-4330-000	900.00	113953	Tuition - Owens Boehme Klosner
Aspen Mills Inc.	101-420	101-420-4370-000	370.87	113949	Uniform Allowance - K. Sinna
Aspen Mills Inc.	101-420	101-420-4370-000	476.10	113949	Uniform Allowance - M. Rumpsa
Baycom Inc.	101-420	101-420-4370-000	80.00	113951	Uniform Allowance - M. Carlson & A. Hallin
Paulson Mathew	101-420	101-420-4370-000	104.24	113990	Uniform Allowance - M. Paulson - 2 pairs of work pants
Streicher's Inc.	101-420	101-420-4370-000	119.99	113996	Uniform Allowance - N. Hamann
Streicher's Inc.	101-420	101-420-4370-000	154.98	113996	Uniform Allowance - K. Sinna
Streicher's Inc.	101-420	101-420-4370-000	95.99	113996	Uniform Allowance - V. Klosner
Metro Sales Incorporated	101-420	101-420-4410-000	36.27	113984	Copier Maintenance Contract Ricoh/MP 4055SP Copier
Trans Union LLC	101-420	101-420-4410-000	66.00	113998	Background Checks
	101-420 Total		26,678.61		

Feb-21



**AP Checks by Account Number
03/08/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
Medica	101-421	101-421-4131-000	742.64	113982	Health Insurance Premiums
Lincoln National Life Ins Co	101-421	101-421-4133-000	52.48	113980	Disability Insurance Premiums
Lincoln National Life Ins Co	101-421	101-421-4133-000	4.40	113979	Life Insurance Premiums
Delta Dental of Minnesota	101-421	101-421-4134-000	42.69	113962	Dental Insurance Premiums
Trans Union LLC	101-421	101-421-4410-000	32.70	113998	Background Checks
	101-421 Total		874.91		
Medica	101-422	101-422-4131-000	1,109.71	113982	Health Insurance Premiums
Lincoln National Life Ins Co	101-422	101-422-4133-000	7.87	113979	Life Insurance Premiums
Lincoln National Life Ins Co	101-422	101-422-4133-000	80.63	113980	Disability Insurance Premiums
Delta Dental of Minnesota	101-422	101-422-4134-000	67.41	113962	Dental Insurance Premiums
	101-422 Total		1,265.62		
Medica	101-430	101-430-4131-000	2,699.36	113982	Health Insurance Premiums
Lincoln National Life Ins Co	101-430	101-430-4133-000	14.06	113979	Life Insurance Premiums
Lincoln National Life Ins Co	101-430	101-430-4133-000	125.77	113980	Disability Insurance Premiums
Delta Dental of Minnesota	101-430	101-430-4134-000	191.01	113962	Dental Insurance Premiums
Anoka County Treasury Office	101-430	101-430-4211-000	912.00	113947	16 SMART batteries
Hugo Equipment Company	101-430	101-430-4211-000	254.82	113969	Replacement logging helmets
Menards - Forest Lake	101-430	101-430-4211-000	127.93	113983	Screws wood organizer and tool bag
Menards - Forest Lake	101-430	101-430-4211-000	125.97	113983	Shop vacuum and attachments
Cargill Inc.	101-430	101-430-4228-000	2,019.44	113956	Deicer - 46 600 LB
Safe-Fast Inc.	101-430	101-430-4370-000	25.90	113992	Uniform Allowance - R. Boldt
Xcel Energy	101-430	101-430-4385-000	4,153.94	114002	Electric-Street Lights
	101-430 Total		10,650.20		
Medica	101-431	101-431-4131-000	1,084.08	113982	Health Insurance Premiums
Lincoln National Life Ins Co	101-431	101-431-4133-000	4.95	113979	Life Insurance Premiums
Lincoln National Life Ins Co	101-431	101-431-4133-000	44.63	113980	Disability Insurance Premiums
Delta Dental of Minnesota	101-431	101-431-4134-000	98.88	113962	Dental Insurance Premiums
Aramark Uniform & Career Apparel Group Inc.	101-431	101-431-4211-000	92.71	113948	Towels
Safety-Kleen Systems Inc.	101-431	101-431-4211-000	50.42	113993	Solvent
	101-431 Total		1,375.67		
Wipers & Wipes Inc.	101-432	101-432-4211-000	299.84	114001	Toilet tissue and paper towels
Menards - Forest Lake	101-432	101-432-4211-500	35.42	113983	Parts for new heater
Grainger	101-432	101-432-4211-503	73.41	113966	Air bypass and air relief - City Hall compressor
Nardini Fire Equipment Co	101-432	101-432-4300-000	77.20	113987	Recharge fire extinguisher and inspection
Anoka County Treasury Office	101-432	101-432-4300-500	75.00	113947	Site 115 Mar 2021 Cac Fiber
Anoka County Treasury Office	101-432	101-432-4300-501	75.00	113947	Site 116 Mar 2021 Cac Fiber
NAC Mechanical & Electrical	101-432	101-432-4300-502	747.00	113986	Temperature control programming
Aid Electric Corporation	101-432	101-432-4300-503	800.18	113946	Office lights for K. Larsen
Anoka County Treasury Office	101-432	101-432-4300-503	75.00	113947	Site 117 Mar 2021 Cac Fiber
Electro Watchman Inc.	101-432	101-432-4300-503	394.48	113963	Install replacement reader on door
TDS Metrocom MN	101-432	101-432-4321-000	203.41	113997	Phone Services
CenturyLink	101-432	101-432-4321-503	59.36	113957	Phone - Fire Protection Equipment
Olson's Sewer Service Inc.	101-432	101-432-4410-000	425.00	113989	Wastewater removal and disposal at Public Works
Premium Waters Inc.	101-432	101-432-4410-500	49.74	113991	Kandiyohi Water
Aramark Uniform & Career Apparel Group Inc.	101-432	101-432-4410-503	314.90	113948	Mats
CES Imaging	101-432	101-432-4410-503	80.00	113958	February Plotter/Scanner Maintenance
Star Tribune	101-432	101-432-4410-503	197.60	113995	3/1/21-2/28/22 = 52 weeks of newspaper
	101-432 Total		3,982.54		
Medica	101-450	101-450-4131-000	1,453.75	113982	Health Insurance Premiums
Lincoln National Life Ins Co	101-450	101-450-4133-000	11.13	113979	Life Insurance Premiums
Lincoln National Life Ins Co	101-450	101-450-4133-000	99.43	113980	Disability Insurance Premiums
Delta Dental of Minnesota	101-450	101-450-4134-000	177.52	113962	Dental Insurance Premiums
	101-450 Total		1,741.83		
Medica	101-461	101-461-4131-000	201.91	113982	Health Insurance Premiums
Lincoln National Life Ins Co	101-461	101-461-4133-000	0.85	113979	Life Insurance Premiums
Lincoln National Life Ins Co	101-461	101-461-4133-000	10.01	113980	Disability Insurance Premiums
Delta Dental of Minnesota	101-461	101-461-4134-000	16.85	113962	Dental Insurance Premiums
Critical Connections Ecological Services	101-461	101-461-4300-000	740.00	113961	General consulting
	101-461 Total		969.62		



**AP Checks by Account Number
03/08/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
Medica	101-462	101-462-4131-000	134.61	113982	Health Insurance Premiums
Lincoln National Life Ins Co	101-462	101-462-4133-000	0.56	113979	Life Insurance Premiums
Lincoln National Life Ins Co	101-462	101-462-4133-000	6.68	113980	Disability Insurance Premiums
Delta Dental of Minnesota	101-462	101-462-4134-000	11.24	113962	Dental Insurance Premiums
1st Choice Document Destruction	101-462	101-462-4410-000	600.00	113944	Paper and cardboard recycling - 1700 pounds
		101-462 Total	753.09		
Medica	101-463	101-463-4131-000	201.91	113982	Health Insurance Premiums
Lincoln National Life Ins Co	101-463	101-463-4133-000	0.84	113979	Life Insurance Premiums
Lincoln National Life Ins Co	101-463	101-463-4133-000	10.01	113980	Disability Insurance Premiums
Delta Dental of Minnesota	101-463	101-463-4134-000	16.85	113962	Dental Insurance Premiums
		101-463 Total	229.61		
Guaranty Commercial Title Inc.	202-451	202-451-4300-000	85.00	113942	Rec Center Title Recording Fee
		202-451 Total	85.00		
Streicher's Inc.	207-420	207-420-4240-000	237.96	113996	Riot gear - batons baton holder chest protector shin guards
Streicher's Inc.	207-420	207-420-4240-000	237.96	113996	Riot gear - batons baton holder chest protector shin guards
Streicher's Inc.	207-420	207-420-4240-000	341.36	113996	Riot gear - batons baton holder chest protector shin guards
Streicher's Inc.	207-420	207-420-4240-000	237.96	113996	Riot gear - batons baton holder chest protector shin guards
		207-420 Total	1,055.24		
Twin Cities Transport & Recovery	208-420	208-420-4300-000	185.00	113999	ICR# 21-032351 - Tow and recovery charge
		208-420 Total	185.00		
Baker Tilly Municipal Advisors LLC	332-470	332-470-4300-000	318.18	113950	2020 Continuing Disclosure Services
		332-470 Total	318.18		
Baker Tilly Municipal Advisors LLC	335-470	335-470-4300-000	318.18	113950	2020 Continuing Disclosure Services
		335-470 Total	318.18		
Baker Tilly Municipal Advisors LLC	336-470	336-470-4300-000	318.18	113950	2020 Continuing Disclosure Services
		336-470 Total	318.18		
Baker Tilly Municipal Advisors LLC	337-470	337-470-4300-000	318.18	113950	2020 Continuing Disclosure Services
		337-470 Total	318.18		
Baker Tilly Municipal Advisors LLC	338-470	338-470-4300-000	318.18	113950	2020 Continuing Disclosure Services
		338-470 Total	318.18		
Baker Tilly Municipal Advisors LLC	339-470	339-470-4300-000	318.20	113950	2020 Continuing Disclosure Services
		339-470 Total	318.20		
Baker Tilly Municipal Advisors LLC	341-470	341-470-4300-000	318.18	113950	2020 Continuing Disclosure Services
		341-470 Total	318.18		
Baker Tilly Municipal Advisors LLC	342-470	342-470-4300-000	318.18	113950	2020 Continuing Disclosure Services
		342-470 Total	318.18		
Baker Tilly Municipal Advisors LLC	343-470	343-470-4300-000	318.18	113950	2020 Continuing Disclosure Services
		343-470 Total	318.18		
Baker Tilly Municipal Advisors LLC	344-470	344-470-4300-000	318.18	113950	2020 Continuing Disclosure Services
		344-470 Total	318.18		
Baker Tilly Municipal Advisors LLC	345-470	345-470-4300-000	318.18	113950	2020 Continuing Disclosure Services
		345-470 Total	318.18		
SHI International Corp	403-416	403-416-4240-000	205.00	113994	Docking Station - K. Larsen
		403-416 Total	205.00		
BINDER TONY	406-000	406-000-2020-000	1.01	113952	Refund Check 007819-000 505 MARSHAN CT
LENNAR	406-000	406-000-2020-000	7.00	113975	Refund Check 020277-000 7284 WATERMARK WAY
LENNAR	406-000	406-000-2020-000	3.22	113976	Refund Check 020275-000 2040 DIAMOND LN
LENNAR	406-000	406-000-2020-000	4.78	113977	Refund Check 020347-000 2044 DIAMOND LN
LENNAR	406-000	406-000-2020-000	4.11	113978	Refund Check 020343-000 2051 BALSAM WAY
		406-000 Total	20.12		
Critical Connections Ecological Services	422-499	422-499-4300-000	487.55	113961	General consulting
		422-499 Total	487.55		
BINDER TONY	601-000	601-000-2020-000	8.54	113952	Refund Check 007819-000 505 MARSHAN CT
BINDER TONY	601-000	601-000-2020-000	0.25	113952	Refund Check 007819-000 505 MARSHAN CT
IVY RIDGE HOME BUILDERS	601-000	601-000-2020-000	88.18	113972	Refund Check 020132-000 6734 IVYWOOD AVE
LENNAR	601-000	601-000-2020-000	1.70	113975	Refund Check 020277-000 7284 WATERMARK WAY
LENNAR	601-000	601-000-2020-000	9.35	113975	Refund Check 020277-000 7284 WATERMARK WAY
LENNAR	601-000	601-000-2020-000	0.78	113976	Refund Check 020275-000 2040 DIAMOND LN
LENNAR	601-000	601-000-2020-000	24.31	113976	Refund Check 020275-000 2040 DIAMOND LN



**AP Checks by Account Number
03/08/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
LENNAR	601-000	601-000-2020-000	1.16	113977	Refund Check 020347-000 2044 DIAMOND LN
LENNAR	601-000	601-000-2020-000	1.87	113977	Refund Check 020347-000 2044 DIAMOND LN
LENNAR	601-000	601-000-2020-000	1.87	113978	Refund Check 020343-000 2051 BALSAM WAY
LENNAR	601-000	601-000-2020-000	1.00	113978	Refund Check 020343-000 2051 BALSAM WAY
	601-000 Total		139.01		
Medica	601-494	601-494-4131-000	1,510.54	113982	Health Insurance Premiums
Lincoln National Life Ins Co	601-494	601-494-4133-000	7.29	113979	Life Insurance Premiums
Lincoln National Life Ins Co	601-494	601-494-4133-000	66.26	113980	Disability Insurance Premiums
Delta Dental of Minnesota	601-494	601-494-4134-000	142.69	113962	Dental Insurance Premiums
Bluetarp Financial Inc.	601-494	601-494-4211-000	14.94	113954	Thermo coupler Well 3 Heater
Frattallone's/Circle Pines Ace	601-494	601-494-4211-000	15.49	113965	Extension cord
Grainger	601-494	601-494-4211-000	32.98	113966	Well 3 thermostat
Grainger	601-494	601-494-4211-000	42.76	113966	Vent wheel for Well heater
Grainger	601-494	601-494-4211-000	392.38	113966	Vent motor Well 3 - Qty 2
Hach Company	601-494	601-494-4222-000	770.00	113967	Water spectrophotometer bench service and calibration
Hawkins Family Trust	601-494	601-494-4222-000	3,738.35	113968	150 LB Chlorine Cylinder
Comcast	601-494	601-494-4321-000	125.24	113960	Phone & Internet - 1180 Birch St
TDS Metrocom MN	601-494	601-494-4321-000	39.81	113997	Phone Services
Circle Pines Post Office	601-494	601-494-4322-000	389.39	113943	UB Postage
	601-494 Total		7,288.12		
BINDER TONY	602-000	602-000-2020-000	0.43	113952	Refund Check 007819-000 505 MARSHAN CT
BINDER TONY	602-000	602-000-2020-000	5.66	113952	Refund Check 007819-000 505 MARSHAN CT
LENNAR	602-000	602-000-2020-000	7.49	113975	Refund Check 020277-000 7284 WATERMARK WAY
LENNAR	602-000	602-000-2020-000	38.99	113975	Refund Check 020277-000 7284 WATERMARK WAY
LENNAR	602-000	602-000-2020-000	17.95	113976	Refund Check 020275-000 2040 DIAMOND LN
LENNAR	602-000	602-000-2020-000	3.45	113976	Refund Check 020275-000 2040 DIAMOND LN
LENNAR	602-000	602-000-2020-000	5.11	113977	Refund Check 020347-000 2044 DIAMOND LN
LENNAR	602-000	602-000-2020-000	26.61	113977	Refund Check 020347-000 2044 DIAMOND LN
LENNAR	602-000	602-000-2020-000	22.90	113978	Refund Check 020343-000 2051 BALSAM WAY
LENNAR	602-000	602-000-2020-000	4.40	113978	Refund Check 020343-000 2051 BALSAM WAY
	602-000 Total		132.99		
Medica	602-495	602-495-4131-000	1,510.56	113982	Health Insurance Premiums
Lincoln National Life Ins Co	602-495	602-495-4133-000	7.34	113979	Life Insurance Premiums
Lincoln National Life Ins Co	602-495	602-495-4133-000	66.26	113980	Disability Insurance Premiums
Delta Dental of Minnesota	602-495	602-495-4134-000	142.69	113962	Dental Insurance Premiums
Interstate Power Systems Inc.	602-495	602-495-4300-000	600.00	113971	Generator labor
Circle Pines Post Office	602-495	602-495-4322-000	389.39	113943	UB Postage
	602-495 Total		2,716.24		
KLM Engineering Inc.	801-000	801-000-2300-000	1,500.00	113974	T-Mobile - Tower No. 1 - Antenna Drawing Review
KLM Engineering Inc.	801-000	801-000-2300-000	1,500.00	113974	T-Mobile - Main St. Monopole - Antenna Drawing Review
Boulder Contracting LLC	801-000	801-000-2318-000	900.00	113955	Escrow Release - 2111 Chestnut St
	801-000 Total		3,900.00		
	Grand Total		96,622.35		



Electronic Funds Transfer
MN Statute 471.38 Subd. 3

Council Meeting March 8, 2021

Transfer In/(Out)

2/18/2021 Wire from 4M (Gen Acct)	500,000.00
2/19/2021 Payroll #04	(136,629.49)
2/19/2021 Payroll #04 Federal Deposit	(40,631.41)
2/19/2021 Payroll #04 PERA	(44,548.86)
2/19/2021 Payroll #04 State	(9,388.66)
2/19/2021 Payroll #04 Child Support	(276.29)
2/19/2021 Payroll #04 H.S.A. Bank Pretax	(3,188.18)
2/19/2021 Payroll #04 TASC Pretax	(749.96)
2/19/2021 Payroll #04 ICMA 457 Def. Comp #301596	(3,845.00)
2/19/2021 Payroll #04 ICMA Roth IRA #706155	(515.75)
2/19/2021 Payroll #04 MSRS HCSP #98946-01	(3,273.10)
2/19/2021 Payroll #04 MSRS Def. Comp #98945-01	(3,210.00)
2/19/2021 Payroll #04 MSRS Roth IRA #98945-01	(675.00)

CITY COUNCIL WORK SESSION

DRAFT

**CITY OF LINO LAKES
MINUTES**

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DATE : February 22, 2021
TIME STARTED : 6:00 p.m.
TIME ENDED : 6:30 p.m.
MEMBERS PRESENT : Council Member Stoesz, Lyden, Ruhland,
Cavegn and Mayor Rafferty
MEMBERS ABSENT : None

Staff members present: City Administrator Sarah Cotton; Director of Public Safety John Swenson; Finance Director Hannah Lynch; City Clerk Julie Bartell

1. Review Regular Agenda of February 22, 2021

Item 2A – Preparation of Utility Rate Study – Finance Officer Lynch recalled July of 2020 when the council reviewed a water treatment feasibility study and directed staff to explore funding sources. Staff received eight proposals for a utility rate study and is recommending that the council authorize Baker Tilly to prepare said study. She noted that the Baker Tilly organization prepared that last two rate studies for the City.

Councilmember Stoesz expressed interest in including study of a flat utility rate and Ms. Lynch responded that options to be studied beyond the two indicated would result in additional costs so would be done only based on direction from council. Councilmember Stoesz added that he sees that customers in a quarterly billing system don't get quick feedback on their use (such as for consideration of conservation) so a flat rate may be more appropriate.

Administrator Cotton noted that the matter of reading meters more frequently is currently being planned.

Mayor Rafferty remarked that utility billing postage isn't cheap so he would be concerned about any inclination to not continue quarterly billing.

Administrator Cotton explained further details about technology in the area of meter reading and billing that is available. That's not to say that quarterly billing doesn't continue to be the best practice for the City.

Councilmember Ruhland asked about the possibility of charging for those that choose not to go paperless. Ms. Cotton added that as new residents move in, the City is seeing more automatic billing and payment as their choice.

Staff added, regarding the discussion about flat rates, that the vast majority (98%) of residents fit into the same lower tier. Staff can have Baker Tilly look at a uniform system (non-tiered) if the council wishes.

CITY COUNCIL WORK SESSION

DRAFT

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Ms. Lynch indicated that she is comfortable with study for a two tiered system but she understands that there could be value in looking outside of that.

Councilmember Cavegn asked if there is a cost to adding more options. Ms. Lynch estimated that it could be \$2,000 to \$5,000 per additional view.

Councilmember Ruhland said he agrees that it’s difficult to see conservation seriously when there isn’t a smart meter; a paperless billing done more frequently could address that concern. Ms. Cotton remarked that, as she’s noted, it would concern her to look at monthly billing due to the additional resources required.

EXPENDITURES – Mayor Rafferty asked how the car wash contract is working for the City fleet. Director Swenson indicated it works fine as long as facilities are available; he has directed his staff to utilize the car wash contract as they believe is needed.

The meeting was adjourned at 6:30 p.m.

These minutes were considered, corrected and approved at the regular Council meeting held on March 8, 2021.

Julianne Bartell, City Clerk

Rob Rafferty, Mayor

COUNCIL MINUTES

DRAFT

**LINO LAKES CITY COUNCIL
REGULAR MEETING
MINUTES**

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DATE : February 22, 2021
TIME STARTED : 6:30 p.m.
TIME ENDED : 6:40 p.m.
MEMBERS PRESENT : Councilmember Stoesz, Lyden,
Ruhland, Cavegn and Mayor Rafferty
MEMBERS ABSENT :

Staff members present: City Administrator Sarah Cotton; Finance Director Hannah Lynch; Public Safety Director John Swenson; City Clerk Julie Bartell

PUBLIC COMMENT

There were no public comments.

SETTING THE AGENDA

The agenda was approved as presented.

CONSENT AGENDA

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

ITEM **ACTION**

Consideration of Expenditures:

- | | | |
|----|---|----------|
| A) | February 22, 2021 (Check No. 113851 through 113939) in the Amount of \$642,771.94 | Approved |
| B) | Consider Approval of February 1, 2021 Council Work Session Minutes | Approved |
| C) | Consider Approval of February 8, 2021, 2021 Council Minutes | |
| D) | Consider Approval of February 8, 2021 Council Work Session Minutes | Approved |
| E) | Consider Resolution No. 21-10, Approving Wetland Credit Sale, TEG Land Holdings | Approved |
| F) | Consider Resolution No. 21-11, Accepting Conveyance of YMCA Property and Approving Execution of Documents | Approved |

FINANCE DEPARTMENT REPORT

2A) Consider Resolution No. 21-12, Authorizing Preparation of Utility Rate Study – Finance Director Lynch reviewed her written staff report indicating a previous staff direction from the council

COUNCIL MINUTES

DRAFT

41 to seek a utility rate study and the staff recommendation currently to enter into a contract with Baker
42 Tilly for such a study.

43 Mayor Rafferty remarked that there has been discussion previously at the work session on the details
44 of going forward with a rate study.

45 Councilmember Stoesz asked about other proposals received and Ms. Lynch indicated the only lower
46 bid was received from an organization less qualified to conduct the study. Councilmember Stoesz
47 also asked that staff investigate the cost of adding a flat rate element to the study, to be reported to the
48 council.

49 Councilmember Lyden asked staff to report on the last time utility rates were changed and Ms. Lynch
50 indicated the last increase occurred in 2015, based on the results of a rate study in 2012.

51 Councilmember Stoesz moved to approve Resolution No. 21-12 as presented with the understanding
52 that the option of a flat rate will be costed and reported to the council. Councilmember Ruhland
53 seconded the motion. Motion carried on a voice vote.

54 **ADMINISTRATION DEPARTMENT REPORT**

55 There was no report from the Administration Department.

56 **PUBLIC SAFETY DEPARTMENT REPORT**

57 There was no report from the Public Safety Department.

58 **PUBLIC SERVICES DEPARTMENT REPORT**

59 There was no report from the Public Services Department.

60 **COMMUNITY DEVELOPMENT REPORT**

61 There was no report from the Community Development Department.

62 **UNFINISHED BUSINESS**

63 There was no Unfinished Business.

64

65 **NEW BUSINESS**

66 There was no New Business.

67

68 **COMMUNITY EVENTS**

69 There were no events announced.






70 **COMMUNITY CALENDAR**

71

Community Calendar – A Look Ahead
February 22, 2021 through March 8, 2021

72

73

74	 Monday, March 1	6:00 pm, Council Chambers	Council Work Session
75	 Wednesday, March 3	6:30 pm, Zoom	Park Board
76	 Thursday, March 4	8:00 am, Zoom	EDAC
77	 Monday, March 8	6:00 pm, Council Chambers	Council Work Session
78	 Monday, March 8	6:30 pm, Council Chambers	City Council Meeting

79

COUNCIL MINUTES

DRAFT

80 **ADJOURN**

81

82 There being no further business, Councilmember Stoesz moved to adjourn at 6:40 p.m.

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

84

85 These minutes were considered and approved at the regular Council Meeting on March 8, 2021.

86

87

88

89

90 _____
Julianne Bartell, City Clerk

Rob Rafferty, Mayor

91

**CITY COUNCIL
AGENDA ITEM 1D**

STAFF ORIGINATOR: Lisa Hogstad-Osterhues, Deputy Clerk

MEETING DATE: March 8, 2021

TOPIC: Resolution No. 21-22, Approving a Peddler License for Pro Star Tree Care

VOTE REQUIRED: 3/5

BACKGROUND

Pro Star Tree Care, 32512 173rd Street, Pierz, Minnesota has submitted a peddler's license application to the City Clerk's office. The company representative who would be working in Lino Lakes, Mr. Randy Lust, plans to travel through the Lino Lakes' neighborhoods going door to door handing out flyers and promoting tree services.

The City has received a Preparedness Plan as well as all the necessary forms required to issue this company a license and indicates no reason to deny the application.

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

RECOMMENDATION

Approve Resolution No. 21-22, approving the issuance of a Peddler License for a six month period.

**CITY OF LINO LAKES
COUNTY OF ANOKA**

RESOLUTION NO. 21-22

APPROVING A PEDDLER LICENSE FOR PRO STAR TREE CARE

WHEREAS, Pro Star Tree Care has submitted a peddlers license application to the city clerk's office; and

WHEREAS, Pro Star Tree Care has complied with all of the provisions of Chapter 613 of the Lino Lakes City Code for obtaining the necessary license for a for-profit business; and

WHEREAS, Pro Star Tree Care has filed a Preparedness Plan with the City Clerk's office.

WHEREAS, a background check on the company representative Randy Lust has been completed by the Public Safety Department in the past 12 months;

NOW, THEREFORE, BE IT RESOLVED that the Lino Lakes City Council hereby approves the request of Mr. Randy Lust, owner of Pro Star Tree Care to sell services door to door for a period of six-months.

Adopted by the Council of the City of Lino Lakes this 8th day of March, 2021

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

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

**CITY COUNCIL
AGENDA ITEM 1E**

STAFF ORIGINATOR: Lisa Hogstad-Osterhues, Deputy Clerk

MEETING DATE: March 8, 2021

TOPIC: Resolution No. 21-23, Approving a Peddler License for Xfinity/Comcast

VOTE REQUIRED: 3/5

BACKGROUND

Xfinity/Comcast, located at 6901 Winnetka Avenue North, Brooklyn Park, MN has submitted a peddler's license application to the City Clerk's office. The company representative who would be working in Lino Lakes, Mr. Sounontha Yabandith, plans to travel through the Lino Lakes' neighborhoods going door to door offering services such as TV, internet, phone and home security.

The City has received a Preparedness Plan as well as all the necessary forms required to issue this company a license and indicates no reason to deny the application.

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

RECOMMENDATION

Approve Resolution No. 21-23, approving the issuance of a Peddler License for a six month period.

**CITY OF LINO LAKES
COUNTY OF ANOKA**

RESOLUTION NO. 21-23

APPROVING A PEDDLER LICENSE FOR XFINITY/COMCAST

WHEREAS, Xfinity/Comcast has submitted a peddlers license application to the city clerk's office; and

WHEREAS, Xfinity/Comcast has complied with all of the provisions of Chapter 613 of the Lino Lakes City Code for obtaining the necessary license for a for-profit business; and

WHEREAS, Xfinity/Comcast has filed a Preparedness Plan with the City Clerk's office.

WHEREAS, a background check on the company representative Sounontha Yabandith has been completed by the Public Safety Department in the past 6 months;

NOW, THEREFORE, BE IT RESOLVED that the Lino Lakes City Council hereby approves the request of Mr. Sounontha Yabandith, of Xfinity/Comcast to sell services door to door for a period of six-months.

Adopted by the Council of the City of Lino Lakes this 8th day of March, 2021

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

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

**CITY COUNCIL
AGENDA ITEM 1F**

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: March 8, 2021

TOPIC: Consider Resolution No. 21-18, Approving 2021 Voluntary Cost Sharing Agreement, Anoka County Regional Economic Development Partnership

VOTE REQUIRED: 3/5

INTRODUCTION

Staff is requesting council consideration to approve the Voluntary Cost Share Agreement for participation in the Anoka County Regional Economic Development Partnership.

BACKGROUND

In October of 2018, the City Council approved the Memorandum of Understanding (MOU) establishing the Anoka County Regional Economic Development partnership. Participants include Anoka County, Connexus Energy, North Metro Chamber of Commerce, and all 21 municipalities and townships within Anoka County. The purpose of the partnership is to market and promote economic development within Anoka County. The 2019 cost share approved by the City Council was \$1,193.

The 2021 budget, recommended by the partnership's executive committee following review by member communities, remains at \$20,000.00. Lino Lake's share for 2021 also remains at \$1,193.

The proposed budget includes the following activities:

- Minnesota Commercial Association of Real Estate (MNCAR) Exchange property listing and report access
- Annual hosting costs for website maintenance and updates
- Multiple real estate event sponsorships and panel presentations
- Marketing Materials
- Annual broker and business leader programs

The City's share of funding is included in the 2021 Economic Development budget. The partnership is continuing to be a valuable economic development resource for the City.

RECOMMENDATION

Staff is recommending approval of Resolution No. 21-18, Approving the Voluntary Cost Sharing Agreement for 2021.

ATTACHMENTS

1. Resolution No. 21-18
2. Cost Share Agreement
3. 2021 ACRED Budget
4. 2020 ACRED Summary of Work
5. ACRED 2021 Strategic Plan

**CITY OF LINO LAKES
RESOLUTION NO. 21-18**

**APPROVING VOLUNTARY COST SHARING AGREEMENT
ANOKA COUNTY REGIONAL ECONOMIC DEVELOPMENT PARTNERSHIP**

WHEREAS, the County of Anoka, Connexus Energy, and; MetroNorth Chamber of Commerce, identified a need to promote economic development in Anoka County; and

WHEREAS, the County, Connexus Energy and MetroNorth Chamber and 21 Communities within Anoka County entered into a Memorandum of Understanding (“MOU”) establishing a partnership to promote economic development within the County, and

WHEREAS, the MOU provides for cost sharing between the municipalities of Anoka County to support continued services promoting the county-wide economic development initiative;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINO LAKES, MINNESOTA, that the 2021 Voluntary Cost sharing Agreement is hereby approved and the Mayor and City Clerk are authorized to execute the agreement on behalf of the City.

Adopted by the Council of the City of Lino Lakes this 8th day of March, 2021.

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

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

VOLUNTARY COST SHARING AGREEMENT
FOR ANOKA COUNTY ECONOMIC DEVELOPMENT

THIS AGREEMENT is made between the County of Anoka, a political subdivision of the State of Minnesota (“County”), and the undersigned participating municipality (“City”), a municipal corporation organized under the laws of the State of Minnesota.

WITNESSETH

WHEREAS, the County and the City, along with other community partners, entered into a Memorandum of Agreement (“MOU”) on January 1, 2019, to set goals, create an action plan, and implement shared objectives in promoting economic development within Anoka County;

WHEREAS, the MOU addresses the need for cost sharing between the County and municipalities of Anoka County to support continued services for website services, social media support, marketing assistance, and future services related to the county-wide economic development initiative;

WHEREAS, an annual budget for the above activities was developed, including a formula for participating municipalities to provide proportional cost sharing based upon its population;

NOW, THEREFORE, the parties understand and mutually agree as follows:

1. The budget for services related to website services, social media, marketing, and other supportive activities required for economic development, is currently set at \$20,000.00 for calendar year 2021.
2. For 2021, the City agrees to contribute the sum of \$0.057 per individual resident within its city limits, as a voluntary contribution to the economic development costs described above.
3. The City shall provide such payment annually, by the end of the first quarter in each calendar year, beginning in 2021.
4. Each calendar year, the County will provide an annual budget and proposed formula for the City’s use in calculating its contributions under this Agreement.
5. The City may opt out or cancel this Agreement by providing 30 days’ written notice to the County Administrator: Rhonda Sivarajah, 2100 Third Avenue, Ste. 700, Anoka, MN 55303.
6. This agreement shall terminate concurrently with the MOU, unless a City chooses to opt out or cancel this agreement prior to its expiration, as provided above.

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

ANOKA COUNTY:

CITY: Lino Lakes

By: _____
Scott Schulte, Board Chair

By: _____

Dated: _____

Dated: _____

By: _____
Karen Skepper, Executive Director
ACHRA

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM

By: _____
Christine Carney
Assistant County Attorney

2021 Anoka County Regional Economic Development Budget Outline

<i>Fixed Cost</i>	<i>2021 Budget</i>	<i>Change from 2020 budget</i>
MNCAR Properties Listing - Available site search engine on website, and access to pull property information for RFP's or pull data for businesses such as traffic counts, area demographics, etc. Ability for cities to list key development sites or buildings	\$8,200	Same
Minnesota Marketing Partnership - Anoka County will remain part of the metropolitan economic development leaders to influence Minnesota's economic development marketing strategy, increase Anoka County's visibility and brand, bridge Minnesota Marketing with County-wide marketing, and access to exclusive site selector events.	\$700	Fee has increased \$75
Annual Cost to host website (iceberg) - hosting and maintenance service for website	\$1,460	Increased \$260 to cover increased bandwidth with video and dashboard on the website
Constant Contact - contact management and email distribution system	\$840	New item, was included in Marketing dollars in 2020. Cost has not changed for this service from 2020.
Total Fixed Cost	<u>\$11,200</u>	
<i>Additional Budget Items</i>		
Marketing Activities - Industry events chosen by marketing subcommittee, marketing materials or banners, 3M/PGA open items, etc. Or additional event attendances/sponsorships	\$2,700	Increase from 2020 - allows for flexibility with marketing subcommittee and events especially with variations in in-person or online event costs
MNCAR Booth, October - Largest broker/development summit gathering of the year through MNCAR. Over 600 in attendance.	\$1,100	Same - event may look different in 2021, but planning for an in-person event option later in the year
MN Real Estate Journal - Event sponsorship and panel presentations - Connect with the regions brokers and developers at events that are often highly attended and informative. Cities can attend, or participate. Four events will be sponsored with a panel presence at each event	\$4,500	Same

ACRED Events

Conduct Annual Business Summit	\$1,000	
Banking/Credit Union Event	\$0	Decrease \$800 from 2020 budget - still host the event - online option or if in person, obtain sponsors to cover cost - work with Marketing Subcommittee to allocate funds if needed
UpRiver Event	\$1,500	Increase \$25 from 2020. Plan for in-person, but lower attendance
MN Tech Corridor Stakeholder Event	\$0	Not allocated in 2020 Budget. Online event planned. If in person attendance event is planned later 2021, funds could be used from marketing budget if approved by Subcommittee
Total	<u>\$22,000</u>	
City Share	\$20,000	
Connexus Contribution	\$2,000	

2020 Highlights of ACRED Partnership

Marketing Tools

- ACRED Website updates: COVID relief page, COVID relief matrix, new events page, and event resource pages and incentives page update
- Marketing video with Sky Eye Films – on the website main page and regional profile pages
- LinkedIn follows up 44% (102 to 147 followers)
- New Constant Contact database. Contact database grew by 43% - 190 new real estate contacts, 220 new business contacts, 80 other stakeholder contacts (DEED, other Economic Development organizations, etc.)
- MN Technology Corridor – New property study to further shovel readiness in the corridor and existing corridor partnerships (Excipio study) responded to four requests for proposals, engaged Greater MSP to further the corridor awareness and gather additional data about regional competitiveness, and hosted stakeholder meetings.



Untitled Email Created 2020/12/01, 3:59:07 PM	Sent	Email	• 211 Sends	• 43% Open Rate	• 10% Click Rate
business summit	Sent	Email	• 884 Sends	• 30% Open Rate	• 9% Click Rate
Untitled Email Created 2020/11/16, 1:17:18 PM	Sent	Email	• 887 Sends	• 34% Open Rate	• 8% Click Rate
Anoka County Relief Grants - Third Round	Sent	Email	• 439 Sends	• 35% Open Rate	• 32% Click Rate

Events

- Sponsored & Attended MN Real Estate Journal Events



- Virtual Economic Development Update (Apr 27)
- Virtual Data Event (June 16)
- Virtual North Metro Summit (September 2)
- Hybrid Land Development Summit (Oct 13)
- Hybrid Industrial Summit (Nov 13)
- Virtual Redevelopment Summit (Dec 8)



- 3M/PGA Open Event (July 20th) – promoted the county opportunities for development with an email to what would have been potential attendees at the 3M/PGA Tent
- Business Summit (virtual) – November 17th
Promoted resources for businesses to sustain, survive or grow as they head into 2021. PowerPoint, and event resources are uploaded on the ACRED website. (68 attendees)



- UpRiver Real Estate (virtual) December 16th
Promoted energy incentives available for projects, recent success projects in the county and how city partnerships played a role, and the Tech Corridor – Excipio project study. The event recording, presenter documents, and event resources are uploaded on the ACRED website. (72 attendees)
- Additional Event Presentations on the ACRED Partnership included:
MN Real Estate Exchangers event in February, Chamber presentations and updates, Anoka Technical College and Anoka Ramsey Community College Business Forums and Rotary presentations



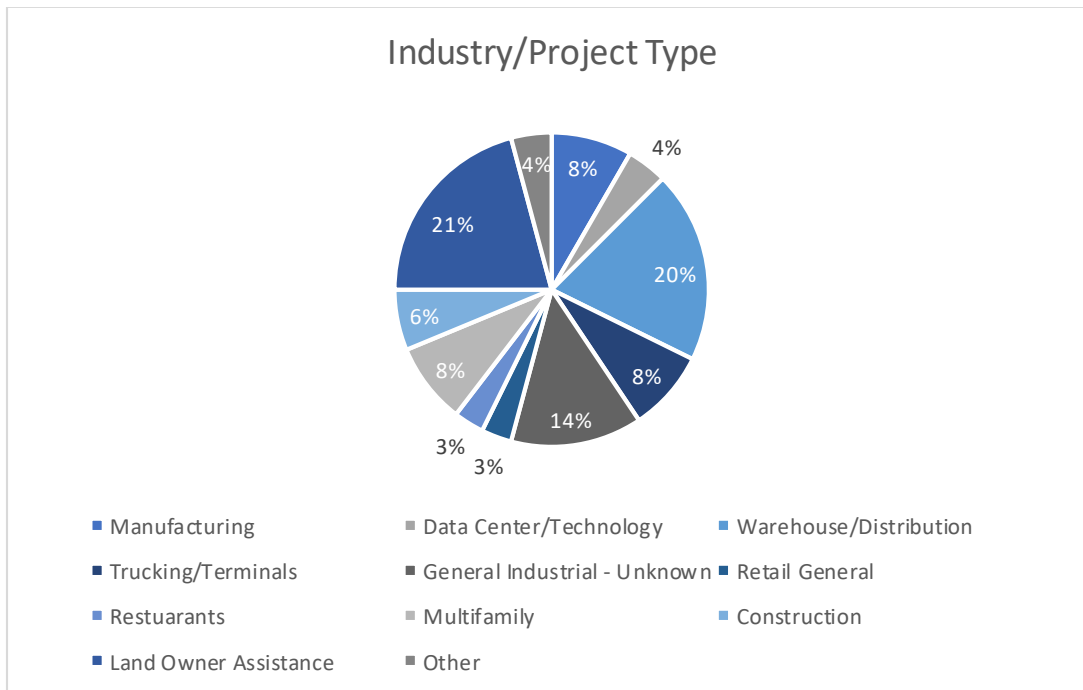
ACRED Partnership Meetings

ACRED held meetings throughout the year with area stakeholder to discuss items such as the Cares Act, Right-of-way permits, and more. In addition to these meetings, there were three strategic city partner meetings to cover the following items:

- **County Department Workshop**
 - Navigating various departments at the county and opportunities for collaboration. Presentations from the following departments: Highway, Property Tax /Assessors office, Surveyors Office/GIS, Library, Finance, Parks, HRA/ Community & Government Relations, CareerForce, and Open to Business
- **Highway Department Workshop**
 - Opportunities for collaboration and partnership to improve roadways, and the appearance of the county’s corridors.
- **ACRED updates and 2020 Wrap Up**
 - 2020 Updates from DEED and Greater MSP, ACRED, Communities – related to the COVID-19 pandemic, Cares Act grants and projects.

Projects

- March – June, projects were down 92%, in the height of the pandemic. However, Q3-Q4, projects were up from previous year significantly, resulting in an overall increase in projects from 2019 to 2020. Retail/Hotel projects were minimal, industrial related projects and land owner assistance increased over 50% from 2019.
- 96 total projects in 2020 (up 9 from last year)
 - Types of responses –
 - Responded to RFP with other stakeholders
 - Provided property information to real estate, business or development teams per requests
 - Connected business or real estate group searching for property with cities
 - Connected existing or prospecting business with workforce resources
 - Connected businesses with finance resources
 - Listed properties on the ACRED MNCAR page
 - Pulled together information about available properties for land owners such as maps, acreage, useable acreage, etc.





Municipality Assistance

ACRED has brought resources to help municipalities (partners) with various needs in Economic Development. Examples of those projects can be seen below, plus a snapshot of feedback collected from the cities via survey monkey on the type of assistance received:

- COVID Relief Resources: sharing information on the latest federal, state or county resources available to communities on the website and in a handout. Right-of-way policy sharing, Cares act forum with County lobbyist, and responding to requests from community businesses about these resources.
- Cares Act Coordination – sharing grant guidelines and program materials to help community partners get their programs started, connections with grant administrators, and communication to business community about grant resources.
- City marketing assistance, including market data, branding or economic development strategies, video and photo footage
- Fiber Resources – providing contacts for fiber providers, assistance in finding gap financing for projects, and mapping out areas needed for service.
- Property Readiness assistance, including - marketing target properties, due diligence on a site, connections with stakeholders on a property such as brokers or developers, and coordination with property owners on the community's behalf to help market or attract investment to their property
- Business Expansions – connecting existing businesses to resources such as PACE financing, state incentives, construction/banking resources, etc. to assist in the project progression.
- Based on city survey feedback, this was the type of assistance provided directly to the cities
 - Assistance with creating an economic development plan
 - Assistance with marketing or advertising for business development
 - Making connections with site selectors, developers or businesses
 - Assistance with using state and local financing tools for business expansion efforts
 - Assistance with searching for sites & buildings
 - Assistance with business expansion, development or redevelopment opportunities
 - Assistance with Fiber improvements or provider contacts

Workforce Development Partnerships

ACRED has formed a strong partnership with our CareerForce Center and area workforce initiatives including:

- The economic development specialist sits on the Workforce Board and ensures economic development strategies are aligned with workforce strategies
- Provide updates on new relief funding for area businesses
- Advocate for employer needs and explains industry changes throughout the pandemic
- Connects cities to area workforce resources for employers – especially pandemic related resources.

Chamber Partnerships

ACRED worked with 8 area chambers in 2020 on the items listed below. The chambers that serve Anoka County include Anoka Area, East Bethel, Forest Lake Area, Ham Lake, MetroNorth, Quad Area and Twin Cities North Chamber of Commerce.

- Event partnerships – ACRED/COVID Relief Resources, updates via zoom, etc.
- Providing information to the business and nonprofit community about COVID relief assistance
- Connections between the business community and area chambers
- Data collection from

Additional Partnerships

ACRED has worked with Open to Business on multiple projects providing the information listed below. The County's Open to Business Advisor shares quarterly updates on businesses that were assisted in the County. These lists can be requested for additional information beyond this report.

- Finding available properties for the business owner
- Connecting them with local city contacts
- Connecting them with state or local financing incentives for their projects
- Connecting them with COVID relief resources



Anoka County Cares Act Relief Grants

In 2020, Anoka County issued Cares Act grants in addition to the assistance many municipalities provided their businesses and nonprofits. The number of grants received by businesses or nonprofits can be found in the chart below. A complete list of the names of the organizations and the amount they received was sent to the city, chamber and commissioners.

County COVID Relief Grants by City

Andover	16
Anoka	54
Bethel	2
Blaine	52
Centerville	14
Circle Pines	1
Columbia Heights	16
Columbus	1
Coon Rapids	49
East Bethel	6
Fridley	28
Ham Lake	21
Hilltop	1
Lexington	5
Lino Lakes	18
Nowthen	5
Oak Grove	6
Ramsey	35
Saint Francis	6
Spring Lake Park	9

Anoka County will be issuing additional COVID relief grants from the latest state relief package that was passed. These grants will serve organizations that have been the most severely impacted by COVID, need additional assistance beyond Cares Act relief, or those that have not yet qualified for relief through the Cares Act program. After March 15, 2021, another list of organizations that received assistance will be shared with the ACRED stakeholders.

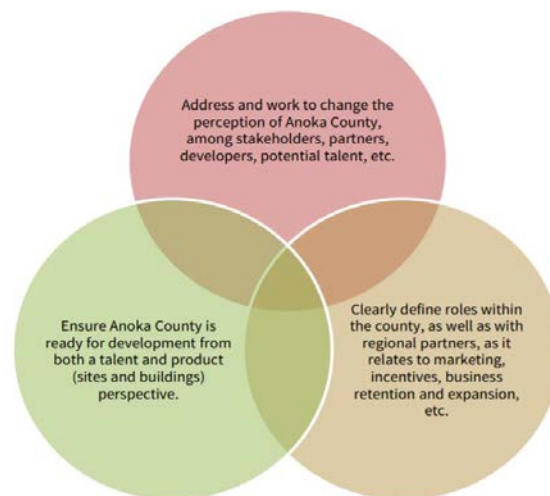
Thank you to all of the ACRED partners and area stakeholders for their work in 2020 to support the local economy and communities!

Anoka County Regional Economic Development (ACRED) 2021 Strategic Plan

Overview

The Anoka County Regional Economic Development partnership was formed in 2018 after the Anoka County/Connexus Energy/MetroNorth Chamber of Commerce economic development recruitment study was completed by Ady Advantage. This study has three overall goals identified for Anoka County that were development after a work session with stakeholders in 2017. These goals include:

1. Address and work to change the perception of Anoka County, among stakeholders, partners, developers, potential talent, etc.
2. Ensure Anoka County is ready for development from both a talent and product (sites and buildings) perspective.
3. Clearly define roles within the county, as well as with regional partners, as it relates to marketing, incentives, business retention and expansion, etc.



The following strategies were developed to help Anoka County meet its three goals, as outlined on the above. The strategies fall into the categories of alignment/regionalism, readiness and marketing. Tactics within each strategy can be found as attachments to this plan.

In 2020, the economy swiftly shifted towards an ongoing recession due to the 2020 COVID-19 pandemic. It is important our strategy in 2021 reflects the needs of our current economy while remaining in alignment with the County's long-term economic development vision. The following goals are a subset of the Anoka County Business Recruitment plan identified by the stakeholders in Anoka County as priorities for 2021.



2021 Goals

Alignment and Regionalism

1. Improve communication to business leaders and area stakeholders in Anoka County.
2. Improve Business Retention and Expansion outreach and collaboration among county-wide stakeholders.
3. Develop a roadmap for the future of the ACRED partnership budget by the end of 2021

Marketing

1. Continue the momentum of brand recognition with internal and external partners.
2. Assist stakeholders to promote local organizations and investment into our small business community.
3. Increase online marketing presence on platforms and connections.
4. Market the MN Technology Corridor and continue to promote opportunities for further partnerships.

Readiness

1. Promote financial resources for existing small businesses and entrepreneurs for COVID-19 relief and refine incentives for expanding companies.
2. Assist communities in the MN Tech Corridor and throughout Anoka County that have sites ready for development to conduct shovel readiness checklists and/or certifications.
3. Continue partnerships with the Anoka County Workforce Board and CareerForce Center to ensure the county workforce is ready for the regrowth of the economy.
4. Assist in the infrastructure improvements needed to increase economic development competitiveness by providing resources, aiding in connections and advocacy.

2021 Goal Implementation & Action Plan

Alignment and Regionalism

- **Goal 1: Improve communication to business leaders and area stakeholders in Anoka County**

Implementation:

- Continue to update Constant Contact database with business, real estate, community and other stakeholder contacts. Categorize contacts for strategic outreach. Report growth in this data base quarterly
 - Communicate through consistent quarterly Economic Development newsletters to broader audience. In addition, communicate to targeted audiences about events and new financial resources available to businesses.
- Keep the ACRED COVID Relief WebPage and Handout updated with the latest resources available to businesses and nonprofits affected by COVID; review weekly. Assist in the administration on local relief grants when or if funding is received. Offer assistance to communities with program promotion or guidelines.
- Continue to host ACRED Partnership meetings with a topic focus in the following categories: business retention, COVID-19 business resources, incentives for new projects, watershed district opportunities for partnership, and readiness.
- Connect with area chambers quarterly via meetings or one on one phone calls with Executive Directors or presidents at each chamber.
- Connect with banking, credit union, and CPA/accounting leaders when there are new resources to help area businesses through the pandemic. Include this audience in the ACRED quarterly newsletter. Ensure the quarterly newsletter offers information about regional incentives such as PACE financing or utility incentives.

- **Goal 2: Improve Business Retention and Expansion outreach and collaboration among county-wide stakeholders**

Implementation:

- Host a BRE Workshop in Q2 2021 with all chambers and cities present, Connexus, Xcel Energy and County leadership (Workforce, Open to Business). Discuss red flags, how to follow up on these.

- Develop continued relationships with real estate leaders and bankers to ensure they understand these “red flags” and know how to follow up on these leads. Track any project wins.
 - In addition, ensure they know what resources ACRED can provide to them when working on projects.
- Track number of visits in the county quarterly that are done
- Host at least 2 virtual “business summits” targeting minority and woman owned business leaders to help bridge communication to this business community that is less connected
- **Proactive Visits**
 - In Q1, gather list of fastest growing industries in the Metro in Anoka County. Reach out to stakeholders where employers are located to see if they need support in reaching out to these companies
 - Track industries at risk of job loss by utilizing Greater MSP’s recovery dashboard and “at risk matrix.” Share this list with stakeholders to help in their outreach strategies in Q1 and Q2.
- **Goal 3: Develop a roadmap for the future of the ACRED partnership budget by the end of 2021**

Implementation:

- Develop a sustainable budget for 2022 and future years that will help grow the activities of the partnership and develop a reserve to update the Adv Advantage Economic Development Roadmap in 5-10 years.
- Engage community stakeholders throughout this discussion starting in the end of Q3 or early Q4
- Utilize the latest census information to update the cost sharing model on more current population numbers

Marketing

- **Goal 1: Continue the momentum of brand recognition with internal and external partners.**

Implementation:

- Real Estate Community Brand Recognition
 - Continue partnerships with the real estate community by speaking at MN Real Estate Journal events, Site Selector events and the UpRiver Real Estate Event. At least 8 real estate events in total (4 MN Real Estate Journal, UpRiver event and 3 other real estate related events)

- Other stakeholders
 - Continue to speak/promote the region and provide resources for doing business in the county at events such as city, chamber, business association, or rotary meetings quarterly
 - Provide the target industry and the regional profile(s) to stakeholders to support marketing efforts, while elevating the communication of the county's economic development brand semi-annually, or with any new significant property listing where the broker or community asks for assistance in marketing the property.
- **Goal 2:** Assist stakeholders to promote local organizations and investment into our small business community.

Implementation:

- In Q1, work with the County Communications team to develop a catchy phrase, marketing and video for shopping locally and supporting small businesses in Anoka County.
- Provide all cities, downtown associations, shopping center owners, chambers and other stakeholders with this marketing material to add to their own efforts to support our small business community throughout the year.
- **Goal 3:** Increase online marketing presence of ACRED and connections.

Implementation:

- Use platforms including but not limited to the ACRED LinkedIn page, the www.anokacountysuccess.org website and more. Post weekly on the ACRED page about projects, new financing available, events. Etc.
- Utilize the video that was created by SkyEye films to promote the county on LinkedIn quarterly and at events. Allow cities, chambers or other stakeholders to use this video to promote the region throughout the year.
- Invite stakeholders such as key business leaders, real estate professionals, and community partners to follow the ACRED LinkedIn page. Increase followers from 150 to 250 by 2022.
- Work with state partners such as Greater MSP, DEED and the MN Marketing Partnership to connect with out-state site selectors and ensure Anoka County is at the table when opportunities arise (number of meetings events will be dependent on partners).

- **Goal 4:** Market the MN Technology Corridor and continue to promote opportunities for further partnerships

Implementation:

- Continue to follow up on monthly website traffic reports for the tech corridor in partnership with Greater MSP and DEED. Follow ups made within 2-4 weeks of receiving each monthly report.
- Host quarterly stakeholder meetings to progress in the corridor initiative such as site readiness, infrastructure improvements, new partnerships and data discovery.
- Coordinate with stakeholders to respond to RFPs from Greater MSP, site selectors, brokers, etc. that the Tech Corridor would be a good fit for.
- Market the Data Center Study conducted with Excipio consulting to promote the cost advantages for data centers to locate within the corridor. Identify what deliverables from the study are transferable to other sites within the corridor and the County by the end of Q1.
- Use leads generated by the corridor as an opportunity to promote other sites within the County by responding to project requests with sites that meet their specs in the corridor and outside the corridor in the other areas of Anoka County.
- Continue the partnership with Greater MSP and DEED to promote and develop the MN Tech Corridor through the MN Marketing Partnership, and the Greater MSP partnership plan with the tech corridor.

Readiness

- **Goal 1:** Promote financial resources for existing small businesses and entrepreneurs for COVID-19 relief and refine incentives for expanding companies.

Implementation:

- Add additional information to the COVID-19 matrix and COVID-19 resource list when new resources become available or old resources expire
- Host meetings with city, chamber or other stakeholders when new resources for businesses become available to share information and collaborate when possible.
- Create a one stop shop on the ACRED website for resources for new businesses in Anoka County. List state resources, open to business and more on the taxes and incentives page by Q2 2021
 - Host a workshop with stakeholders and the subcommittee to develop this resource list by Q2 2021.

- **Goal 2:** Assist communities in the MN Tech Corridor and throughout the county that have sites ready for development to conduct shovel readiness checklists and/or certifications.

Implementation:

- Review properties within the Anoka county that are off the market quarterly. Support the property stakeholders to help prepare more information or marketability of the sites by creating documents that outline the specifics of a site in order to make sharing information about off-market properties easier.
 - Coordinate with stakeholders to conduct shovel readiness certifications when requested, site list checklists or certified building programs to prepare these properties for RFP and increase their competitiveness
- **Goal 3:** Continue partnerships with the County Workforce Board and CareerForce Center to ensure the county workforce is ready for the regrowth of the economy.

Implementation:

- **Support Job Recovery in the County**
 - Partner with DEED and the Workforce Board to track data semi-annually. Understand where permanent job losses will end up in Anoka County after the economy fully reopens, what industries are seeing job growth and where the gaps in talent and skills are.
 - Promote and aid in partnerships that assist in the solutions to talent shortages and gaps by making connections with stakeholders working on similar initiative or connecting employers with talent initiatives at the Job Training Center, chambers or area colleges.
- **Goal 4:** Assist in the infrastructure improvements needed to increase economic development competitiveness by providing resources, aiding in connections and advocacy.

Implementation:

- **Internet/Fiber Improvements**
 - Continue to work with community partners to make improvements to the internet and fiber connectivity issues in the County. Ensure all underserved communities have an outline on how to aid in improvements by the end of 2021.
 - Be a resource to community partners to find solutions to internet issues by continuing involvement with MAPCED, the rural broadband initiative and the Blandin Foundation annually.



ANOKA COUNTY
Regional Economic Development

Positioned for Success

- o Provide advocacy for the benefits of upcoming highway projects such as at the Highway 10 and 65 improvements by sharing the project information with stakeholders such as real estate developers, brokers and prospecting businesses.

**CITY COUNCIL
AGENDA ITEM 1G**

STAFF ORIGINATOR: Meg Sawyer, Human Resources Manager

MEETING DATE: March 8, 2021

TOPIC: Springbrook Human Resources Management Module

VOTE REQUIRED: 3/5

INTRODUCTION

The Council is being asked to consider the approval of the addition of the Human Resources Management Module to our Springbrook Financial System.

BACKGROUND

The estimated implementation and training cost of the Springbrook Human Resources Management Module is \$6,265 and the annual subscription fee is \$5,200. These initial costs would be funded through the Office Equipment Replacement Fund. The Office Equipment Replacement Fund has \$17,760 of reserves designated for finance software implementation. The funds were originally designated back in 2014 for the initial implementation of Springbrook Software.

Currently, the City has four Springbrook modules which include Finance Suite, Payroll, Accounts Receivable, and Utility Billing. The subscription fee for those modules total \$25,572 in 2021 and is funded through the Finance Department General Fund budget.

Springbrook's Human Resources module is a comprehensive solution to manage all employee information. Reporting capabilities meet all OSHA, FMLA, and EEOC requirements well as other human resource demands faced by governmental entities today.

- Applicant Screening – evaluate and hire internal and external applicants
- Bulk Deductions – apply multiple benefits and deductions to multiple employee records
- COLA – adjust pay step amounts to apply cost of living adjustments
- Open Enrollment – set up and maintain deduction and benefit enrollment cycles for employees
- Pay Adjustments – update employee grade, step, and pay schedule information
- Personnel Action Forms – create and maintain customized forms used to guide employees through various HR processes
- Web Approvals – approve or reject changes or requests submitted by employees through Employee Self Service
- Reporting – generate reports and display HR data
- Maintenance/Utilities – create and maintain HR units and execute specialized HR tools

In 2022, a budget increase of roughly \$6,060 would be required to continue funding the Springbrook subscriptions with the addition of the Human Resources Management Module.

RECOMMENDATION

Please consider the approval of the implementation of the Springbrook Human Resources Management Module.

ATTACHMENTS

Item 1G Attachment Springbrook Human Resources Management Module Pricing and Implementation.pdf



Order Form
Lino Lakes, MN - City of
02-01-2021

Lino Lakes MN - HR Module pricing



Dear Meg,

Here is the pricing for the HR Module as requested. The service hours are billed just for the hours used (in the event all 35 hours are not necessary).

All of us at Springbrook are working to provide the best possible solutions for your agency and your citizens.

Our goal is nothing short of your 100% satisfaction.

Thank you for being a valued customer.

Sincerely,

Hope Sampson

Hope Sampson

Annual Product Pricing

Item Name	Rate	Quantity	Net Price
Human Resources Management Subscription	\$5,200.00	1	\$5,200.00
Products Total Net Price			\$5,200.00

Estimated Professional Services Pricing

Item Name	Rate	Description	Quantity	Net Price
Standard Professional Services	\$179.00	Human Resources Implementation and Training	35	\$6,265.00
Estimated Professional Services Total Net Price				\$6,265.00

Grand Total:	\$11,465.00
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Order Detail

General Information	
Customer Name:	Lino Lakes, MN - City of
Customer Contact:	Meg Sawyer
Customer Address:	600 Town Center Pkwy, Lino Lakes, Minnesota, United States, 55014
Governing Agreement(s):	This Order Form is governed by the applicable terms found at: MSA: https://sprbrk.box.com/v/sprbrk-saas-terms MLA: https://sprbrk.app.box.com/v/sprbrk-onpremise-terms Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms
Term(s):	3 year

Order Terms	
Items Ordered	Order Start Date
Professional Services Orders	Date of the last signature on the Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (New)	The earlier of a) date of delivery** of software or log-in to hosted software to Customer or b) 60 days after last signature on the Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (Renewal)	The day after expiration of your last order of the same product
Special Order Terms	None

**The date of delivery of software to the Customer is the date the software is made available to the customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional log-ins to end users, and the Customer go-live in a production environment.

Order Duration

The Order Duration is defined as follows:

- Any Software Licenses or Hardware are one-time, non-refundable purchases.
- Subscriptions, Maintenance, Hosting and Support (“Recurring Services”) continue from the Order Start Date through the term listed in this Order Form (or if not listed, 1 year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days’ before the end of the Order Term
- Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than five percent (5%) of the prior year’s Subscription Service fees (“Standard Annual Price Increase”).

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Items Ordered	Invoice Timing
Professional Services Orders	Monthly for services in the prior month*
Software Licenses and Hardware	Customer signature on Order Form
Subscriptions, Maintenance and Hosting (New)	Customer signature on Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (Renewal)	60 days in advance of the Order Start Date
CivicPay Transactions	Monthly for transactions in the prior month

*Professional Services pricing is based on expected hours using Springbrook’s standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work – changes under \$5,000 will continue to be delivered and billed accordingly.

Special Order Terms	
Special Order Terms	None
In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.	

Payment Terms	
Payment Terms	Net 30
Special Invoicing Terms	None
Billing Contact	Hannah Lynch
Billing Email	hlynch@linolakes.us
<p>If the Customer requires a PO number on invoices, Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</p>	
<p>PO# (If required):</p>	

**CITY COUNCIL
AGENDA ITEM 5A**

STAFF ORIGINATOR: Rick DeGardner, Public Services Director

MEETING DATE: March 8, 2021

TOPIC: Consider Resolution No. 21-16, Order Project, Approve Plans and Specifications, and Authorize Ad For Bids, Hard Court Facility at Birch Street and Centerville Road, Rick DeGardner

VOTE REQUIRED: 3/5

INTRODUCTION

Staff is requesting City Council approval of the Plans and Specifications and authorize the Advertisement For Bids for the development of four pickleball courts and two tennis courts at Birch Street and Centerville Road.

BACKGROUND

The City Council authorized the Preparation of Plans and Specifications at the December 14, 2020 City Council meeting via Resolution No. 20-150.

The estimated project cost is \$480,000. Funding has been identified through \$375,000 of General Fund Balance Reserves via Resolution 18-175, and designated Dedicated Parks Funding in the amount of \$107,100 (Nadeau Acres).

The estimated schedule for the project:

Authorize the Preparation of Plans and Specifications	December 14, 2020
Order Project, Approve Plans and Specs, Authorize Ad for Bids	March 8, 2021
City Opens Bids	April 7, 2021
City Council Awards Contract	April 12, 2021
Construction Begins	April-May, 2021
Final Completion	July, 2021

RECOMMENDATION

Staff is recommending approval of Resolution No. 21-16.

ATTACHMENTS

1. Resolution 21-16
2. Plans and Specs Cover Sheet
3. Master Plan Phasing Sheet

**CITY OF LINO LAKES
RESOLUTION NO. 21-16**

**ORDER PROJECT, APPROVE PLANS AND SPECIFICATIONS, AND AUTHORIZE
ADVERTISEMENT FOR BIDS FOR HARD COURT FACILITY AT BIRCH STREET
AND CENTERVILLE ROAD**

WHEREAS, WSB Engineering has prepared plans and specifications for the hard court facility at Birch Street and Centerville Road. Project plans and specifications have been presented to the City Council for approval.

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

Orders the hard court facility project and approves the plans and specifications, a copy of which is on file at City Hall. The Public Services Director is directed to advertise for bids, and provide bidding administration.

The City Clerk shall prepare and cause to be inserted in the official paper and in Finance and Commerce an advertisement for bids for the making of such improvements under such approved plans and specifications. The advertisement shall be published for two weeks, shall specify the work to be done, shall state that bids will be received by the Clerk electronically, at which time they will be publicly opened at the City Hall by the City Clerk and Public Services Director, will then be tabulated, and will be considered by the Council at 6:30 p.m. on April 12th, 2021, in the Council chambers of the City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless filed electronically through QuestCDN accompanied by a cash deposit, cashier's check, bid bond or certified check for five (5) percent of the amount of such bid.

Adopted by the Council of the City of Lino Lakes this 8th day of March, 2021.

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

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

TOWER PARK

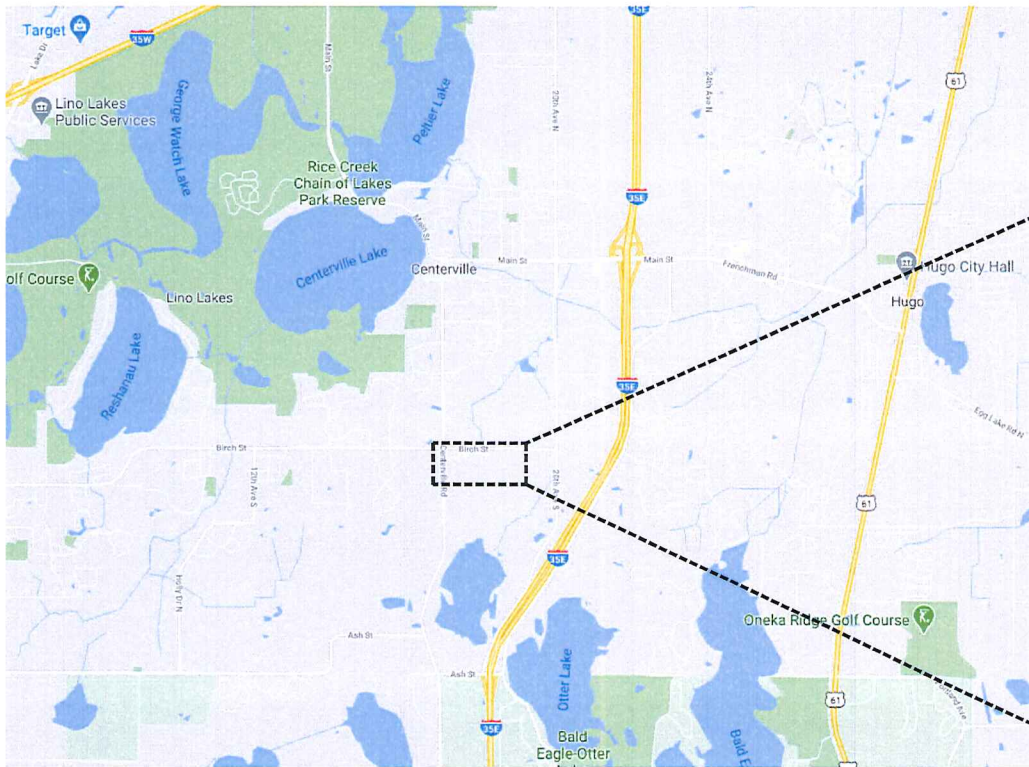
Lino Lakes, Minnesota

WSB Project No. 017458-000
 Issue Date..... 03/02/2021

wsb
 WSB PROJECT NO.:
 017458-000

SCALE: DESIGN BY:
 AS SHOWN JDG
 PLAN BY: CHECK BY:
 JDG JAF

Sheet List Table	
SHEET NUMBER	SHEET TITLE
L1.0	TITLE SHEET
L1.1	SWPPP1
L1.2	SWPPP2
L1.3	SWPPP 3
L2.1	REMOVALS PLAN
L3.1	LAYOUT PLAN
L4.1	GRADING PLAN
L4.2	UTILITY PLAN
L5.1	LANDSCAPE PLAN
L6.1	DETAILS
L6.2	DETAILS
L6.3	DETAILS
L6.4	DETAILS
L6.5	DETAILS



TOWER PARK
 Near Intersection of Birch
 St. & Centerville Rd,
 Lino Lakes, MN 55038

REVISIONS	
NO.	DATE

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

JEFFREY A. FEINBERG, P.L.A.
 DATE: 03/02/2021 LIC. NO.: 42975

TOWER PARK
 CITY OF LINO LAKES

COVER SHEET

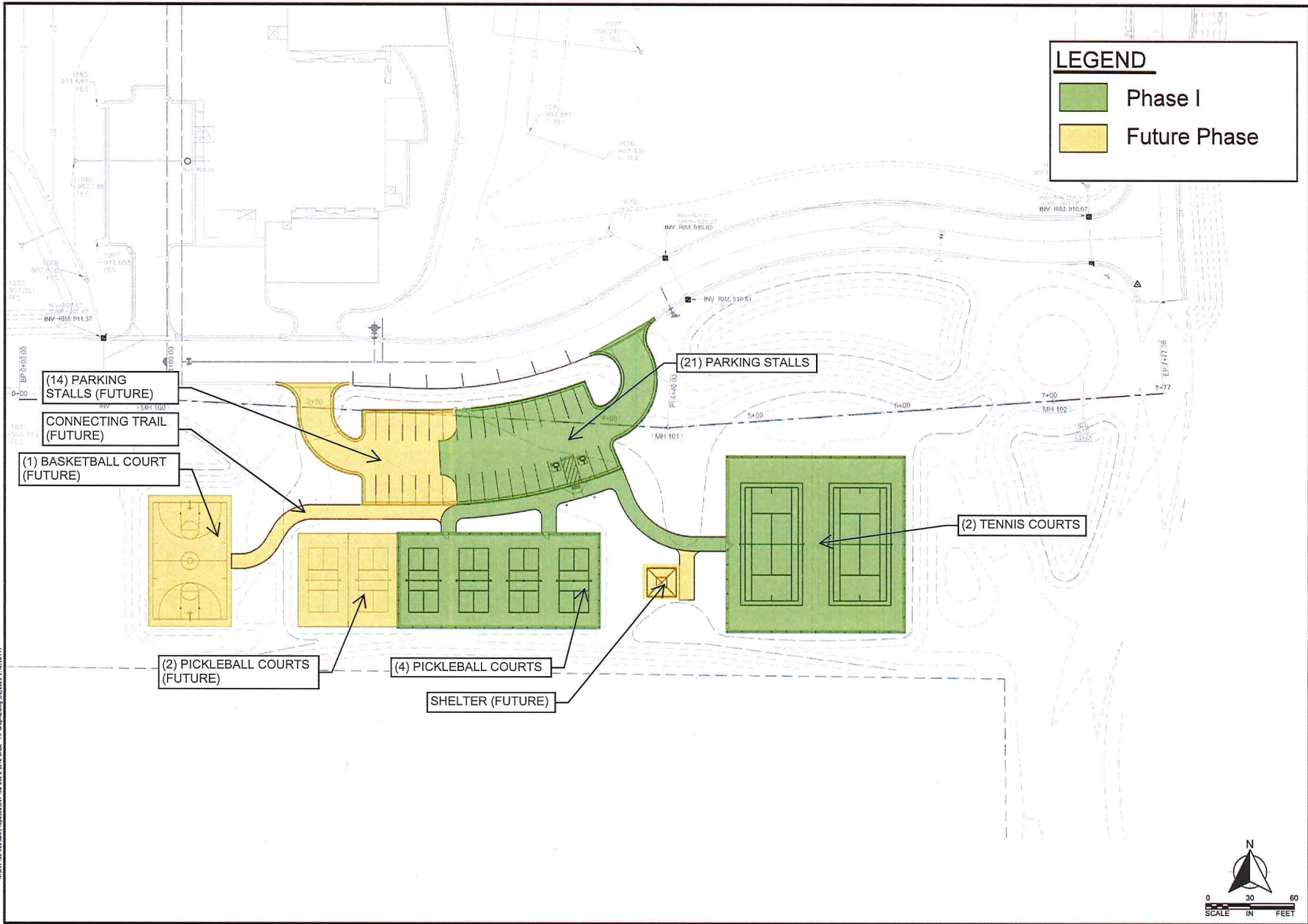
SHEET
 L1.0



THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF PRIVATE UTILITIES HAS BEEN DESIGNATED UTILITY QUALITY LEVEL D. THESE QUALITY LEVELS WERE DETERMINED ACCORDING TO THE GUIDELINES OF CIASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE DATA". THE CONTRACTOR IS TO DETERMINE THE TYPE AND LOCATION OF PRIVATE UTILITIES AS MAY BE DEEMED NECESSARY TO AVOID DAMAGE THERETO.

K:\017458-000\CADD\DWG\017458-000-1-TITLE.dwg, 3/2/2021, 12:16:48 PM

1 PROJECT LOCATION MAP
 L1.0 SCALE: NOT TO SCALE



LEGEND

- Phase I
- Future Phase



WSB PROJECT NO.:
017458-000

SCALE: AS SHOWN DESIGN BY: XXXX
 PLAN BY: XXXX CHECK BY: XXXX

REVISIONS	
NO.	DESCRIPTION

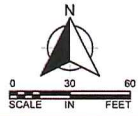
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, CONTRACT DOCUMENTS AND ALL ATTACHED SCHEDULES, SPECIFICATIONS AND CONDITIONS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF WASHINGTON.

DATE: 202009XX UC NO. 2000XX
 XXXXXXXX.XXXXXXX

TOWER PARK
CITY OF LINO LAKES

MASTER PLAN PHASING

SHEET
L0



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**CITY COUNCIL
AGENDA ITEM 5B**

STAFF ORIGINATOR: Rick DeGardner, Public Services Director

MEETING DATE: March 8, 2021

TOPIC: Consider Resolution No. 21-17, Approving Contract with Northland Recreation Inc. for Lino Park and Clearwater Creek Park Playground Equipment, Rick DeGardner

VOTE REQUIRED: 3/5

INTRODUCTION

Staff is requesting council consideration to approve contracts with Northland Recreation Inc. for the Lino Park Playground Project and Clearwater Creek Park Playground Project. Both projects consist of design services, supply and delivery of the equipment, and the provision of a certified playground installer to assist the Parks Department.

BACKGROUND

The playground equipment at Lino Park was installed in 1998 and the Clearwater Creek Park installation was in 2002. The Park Board recommended that both playgrounds be replaced as part of the 2021 Parks and Trails Fund Projects.

Public Services Department staff will undertake the removals process and perform the necessary site work.

Staff is recommending entering into two separate contracts with Northland Recreation, Inc. via Sourcewell (formerly NJPA) as follows:

Lino Park	\$85,000
Clearwater Creek Park	\$80,000

The project costs will include design work, playground equipment, and a certified playground installer. Sourcewell is a public corporation serving as a municipal contracting agency for government and education agencies. Sourcewell serves member agencies under the legislative authority established and granted by Minnesota Statute 123A.21. This agreement fulfills the competitive solicitation and contract process required of governmental agencies. Staff utilized this process with recent playground projects at Birch Park and Sunrise Park.

Recommended funding is from the Park and Trail Improvement Fund.

RECOMMENDATION

Staff is recommending approval of Resolution No. 21-17.

ATTACHMENTS

Resolution No. 21-17
Lino Park Concept Plan
Clearwater Creek Park Concept Plan

**CITY OF LINO LAKES
RESOLUTION NO. 21-17**

**APPROVING CONTRACT WITH NORTHLAND RECREATION INC. FOR
LINO PARK AND CLEARWATER CREEK PARK PLAYGROUND EQUIPMENT**

WHEREAS, the playground equipment at Lino Park was installed in 1998 and the Clearwater Creek Park installation was in 2002; and

WHEREAS, the Park Board recommended both playgrounds be replaced as part of the 2021 Parks and Trails Fund Projects; and

WHEREAS, staff is recommending entering into two separate contracts with Northland Recreation, Inc. via Sourcewell. The agreements fulfill the competitive solicitation and contract process required of governmental agencies.

WHEREAS, the project costs include design work, playground equipment, and a certified playground installer.

WHEREAS, recommended funding is from the Park and Trail Improvement Fund.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lino Lakes, hereby authorizes staff to enter into contracts with Northland Recreation Inc. for playground equipment as follows:

Lino Park	\$85,000
Clearwater Creek Park	\$80,000

Adopted by the City Council of the City of Lino Lakes this 8th day of March, 2021

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

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk



Lino Park

City of Lino Lakes





Clearwater Creek Park

City of Lino Lakes



**CITY COUNCIL
AGENDA ITEM 6A**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: March 8, 2021

TOPIC: Bald Eagle Addition

- i. Consider Resolution No. 21-13 Approving Final Plat
- ii. Consider Resolution No. 21-14 Approving Development Agreement

VOTE REQUIRED: 3/5

INTRODUCTION

Complete Application Date:	January 11, 2021
60-Day Review Deadline:	March 5, 2021
60 Day Extension Review Deadline:	May 4, 2021
Environmental Board Meeting:	N/A
Park Board Meeting:	N/A
Planning & Zoning Board Meeting:	February 10, 2021
City Council Work Session:	March 1, 2021
City Council Meeting:	March 8, 2021

The applicant, Bald Eagle Builders, Inc., submitted a land use application for a final plat for Bald Eagle Addition. The applicant proposes to subdivide the existing parcel located at 202 Elm Street into two (2) single family lots for the purpose of constructing one (1) new single family home. The lot is 1.06 gross acres (46,132 sf).

The Land Use Application is:

- Final Plat
 - 2 lots

The following staff report is based on the following information:

- Certificate of Survey and Resource Inventory Map prepared by EG Rud & Sons, Inc. revision date December 23, 2020
- Preliminary Plat prepared by EG Rud & Sons, Inc. revision date December 23, 2020
- Preliminary Grading, Drainage & Erosion Control Plan prepared by EG Rud & Sons, Inc. revision date November 3, 2020

- Tree Inventory/Removals prepared by EG Rud & Sons, Inc. revision date December 23, 2020
- Utility As-Built Plan prepared by EG Rud & Sons, Inc. revision date December 23, 2020
- Final Plat prepared by ED Rud & Sons, Inc. dated December 17, 2020
- Drainage Calculations prepared by Plowe Engineering, Inc. revision date November 4, 2020

Previous Council Actions:

- December 14, 2020: Resolution No. 20-145 approving Preliminary Plat

ANALYSIS

History

The house located at 202 Elm Street was once the rectory for St. Joseph’s Church. In 2017, the church sold the property and it has been used as a single family dwelling since that time. The property was just recently sold to Bald Eagle Builders, Inc. with the intent to subdivide to build another single family dwelling.

Existing Site Conditions

The residential lot contains an existing house and garage that was built in 1964, trees and landscaping. An overhead wire extends from the house to the Elm Street. An 8 ft. wide bituminous trail exists along Elm Street. The Certificate of Survey indicates Zimmerman Fine Sand. Groundwater was encountered at approximately 13-15 feet (EL 893.6- EL 892.1).

Staff notes the Certificate of Survey identifies a block landscape edging and fence encroachments along the south lot line from 7158 2nd Avenue onto the subject site. The encroachments do not impact the preliminary plat or final plat. The applicant is encouraged to discuss these encroachments with the property owner.

Zoning

The parcel is zoned R-1, Single Family Residential. The 2040 Comprehensive Plan is in effect and applicable to the development.

Current Zoning	R-1, Single Family Residential
Current Land Use	Single Family Residential
Future Land Use per CP	Low Density Sewered Residential
Utility Staging Area	1A=2018-2025

Surrounding Zoning and Land Use

Direction	Zoning	Current Land Use	Future Land Use
North	R-1	Single Family Residential	Low Density Sewered Residential
South	R-1	Single Family Residential	Low Density Sewered Residential
East	R-1	Single Family Residential	Low Density Sewered Residential
West	R-1	Single Family Residential	Low Density Sewered Residential

Density and Land Area Calculations

The following chart implements Met Council’s formula for calculating net density.

Gross Area (acres)	1.06
Wetlands & Water Bodies	0.00
Public Parks & Open Space	0.00
Arterial ROW	0.00
Other (Utility Transmission Easement)	0.00
Other (Wetland Buffer Area)	0.00
Net Area (acres)	1.06
# of Units	2
Gross Density (units/acre)	1.89
Net Density (units/acre)	1.89

The parcel is guided low density residential development and allows for 1.6 to 3.0 units per net acre. The proposed net density of 1.89 units per acre is consistent with the 2040 Comprehensive Plan.

Zoning Requirements

The parcel is zoned R-1, Single Family Residential. It is a corner lot (Elm Street and Second Avenue) and is 1.06 gross acres (46,132 sf). Lot 1 will contain the existing single family house. Lot 2 is being created for the purpose of constructing one (1) single family home.

	R-1 Requirements	Lot 1 (Existing House)	Lot 2 (Proposed House)
Min. Lot Size	10,800 sf	27,713 26,571 sf	13,040 sf
Min. Lot Width			
--Corner Lot	100 ft	163.01 ft	NA
--Interior Lot	80 ft	NA	80.0 ft
Min. Lot Depth	135 ft	170.02 163.01ft	163.01 ft
Building Setback (ft)			
-From Collector Streets¹	40 ft	72.5 ft (Elm St) 72.8 ft (Second Ave)	40 ft
-Rear Yard			
--Principal	30 ft	44.9 ft	72.3 ft
-Accessory	5 ft	60 ft	72.3 ft
-Side Yard			
--Principal	10 ft	NA	10 ft
--Accessory	5 ft	15.2 ft	10 ft
Impervious Surface	40%	16.0%	29.9%

¹Elm Street and Second Avenue are major and minor collector roads, respectively.

Lot 1 reduced in size slightly due to the need for 7 ft of additional road right-of-way along Elm St. The proposed lots meet zoning requirements.

In 2018, a third garage stall was added onto the house located on Lot 1 (202 Elm St). Per Section 1007.044(3)(h)16. Surfacing: All driveways shall be hard surfaced. The third stall driveway shall be hard surfaced in accordance with the zoning ordinance. A zoning permit is required.

Building Requirements

At the time of building permit, the single family house proposed on Lot 2 will be reviewed for compliance regarding floor area, garage and design and construction standards.

Subdivision Ordinance

The underlying plat is Lot 24, Auditor's Subdivision No. 151 that was platted in 1953.

Conformity with the Comprehensive Plan and Zoning Code

The preliminary plat and final plat are consistent with the comprehensive plan for low density residential development and zoning code requirements for R-1, Single Family Residential as discussed above.

Blocks and Lots

The final plat contains Lot 1 and Lot 2, Block 1, Bald Eagle Addition. As noted above, Lot 1 contains the existing house and Lot 2 proposes a new single family home.

Streets and Alleys

Lot 1 is served by Elm Street which is a major collector road. The existing road right-of-way width is 66 ft. Section 302.03(1)(a) requires 80ft of road right-of-way width. An addition seven (7) ft of road right-of-way has been dedicated on the plat.

Lot 2 is served by Second Avenue which is also a major collector road requiring 80 ft of road right-of-way width. The existing road right-of-way width is 80 ft. No addition right-of-way is required.

Easements

Drainage and utility easements at least ten (10) feet wide are required and shown along all lot lines.

Storm Water Management and Erosion and Sediment Control

Per the City Engineer's memo dated January 25, 2021, Bald Eagle Addition includes site grading for the proposed house pad on Lot 2 and minimal site grading. Because the new impervious surface of 4,257 sf is less than 10,000 sf, the project does not require stormwater management facilities. Staff reviewed the drainage in this area and was concerned that the proposed Lot 2 will direct more water towards adjacent properties and trap water near the eastern property line as the area is flat and landlocked. To mitigate, a catch basin and storm sewer pipe outlet to Second Avenue are being installed.

Utilities

Sanitary Sewer

An 8" sanitary sewer main exists along both Elm Street and Second Avenue. The existing house is connected to municipal sanitary sewer. The new house will also be connected to municipal sanitary sewer.

Watermain

A 12" watermain exists along Elm Street. The existing house is connected to municipal watermain.

A 6” watermain exists along Second Avenue. The new house will also be connected to municipal watermain.

Public Land Dedication

The City will require cash in lieu of land dedication for the new lot. Lot 1 with the existing house will not be charged a park dedication fee.

Park Dedication Fees	
Total # of Lots =	1
x 2021 Park Dedication Fee	\$3,160
= Total Due	\$3,160

Tree Preservation

The Environmental Coordinator reviewed the Tree Preservation and Landscaping Plan. Per the October 28, 2020 Environmental Board staff report, a tree inventory/removal list was submitted. Trees removed are in the basic use area and will not require mitigation trees to be planted.

Landscaping

Canopy cover, foundation landscaping, open area landscaping and buffer and screens are not required for the 2 lot residential subdivision.

Boulevard Trees

Residential lots require one boulevard tree per frontage. In this case, both parcels 1 and 2 have existing trees in the right-of-way that will satisfy this requirement.

Sod and Ground Cover

All disturbed areas shall have appropriate ground cover in accordance with Section 1007.043(17)(h).

Environmental Assessment Worksheet (EAW)

An Environmental Assessment Worksheet is not mandated. The two (2) unattached residential units are under the 250 unattached unit threshold required for a mandatory EAW.

Wetlands

There are no wetlands on site.

Floodplain

There is no floodplain on site.

Shoreland Management Overlay

The parcel is not located within a Shoreland Management Overlay district.

Impervious Surface Coverage

Per the preliminary plat, the overall total site impervious surface coverage is as follows:

Impervious Surface Coverage	
Total Parcel Size	46,132 sf
Existing Impervious	4,257 sf (9%)
Proposed Impervious Lot 1 + Lot 2	8,162 sf (18%)

Comprehensive Plan

Bald Eagle Addition is consistent with the goals and policies of the comprehensive plan in regards to resource management, land use, housing, transportation and utilities.

Resource Management System Plan

Goals of the Resource Management System Plan include:

- **Natural Resources and Amenities**
 - Goal #1: Identify, protect and preserve the desirable natural areas and ecological and aquatic resources of the community.

- **Land Use Policies**
 - Goal #1: Ensure that well-planned, quality residential, commercial, industrial and institutional development to accommodate the city’s projected growth needs occurs in a manner that also conserves and enhances the city’s natural resources and amenities.

Bald Eagle Addition protects the natural resource by implementing tree protection fencing, erosion control and storm water best management practices.

Land Use Plan

Goal 2: Ensure that zoning and subdivision ordinances and official maps are consistent with the intent and specific direction provided within the Comprehensive Plan.

Policies:

1. Ensure developers meet the standards specified within the land-use plan and official controls, including zoning and subdivision ordinances and official maps.
2. Ensure compatibility of adjacent land uses.

Bald Eagle Addition is compliant with the zoning and subdivision ordinances. It is also compatible with adjacent residential land uses.

Housing Plan

Goal 1: Ensure housing development is compatible with existing and adjacent land uses and provides accessibility to key community features and natural resources.

Bald Eagle Addition meets the goals of the housing plan. The development is compatible with the existing and adjacent residential homes.

Transportation Plan

Goal 1: Plan for and achieve required street improvements and connectivity throughout the City of Lino Lakes.

Second Avenue is a major collector road and has capacity to accommodate one (1) new single family home.

Sanitary Sewer Plan

Goals of the sanitary sewer plan are to ensure well-planned, quality residential development that conserves and enhances the city's natural resources and to provide an affordable and safe sanitary sewer system.

An 8" sanitary sewer main exists along both Elm Street and Second Avenue. The existing house is connected to municipal sanitary sewer. The new house will also be connected to municipal sanitary sewer. The system has capacity for one (1) additional single family home.

Water Supply Plan

A goal of the water supply plan is to provide residents affordable potable water that is safe and of high quality for daily consumption and fire demand.

A 12" watermain exists along Elm Street. The existing house is connected to municipal watermain.

A 6" watermain exists along Second Avenue. The new house will also be connected to municipal watermain.

Planning Districts

The site is located in Planning District 2 and is guided for low density residential development. There are no specific planning recommendations for this site. The site is located within Rice Lake Resource Management Unit (RMU).

Environmental Board Comments

The Environmental Board reviewed the proposed preliminary plat on October 28, 2020 and recommended approval of the project with conditions. Additional tree protection fence is required.

Public Safety Department

The Police Division and Fire Division reviewed the plans and have no additional comments or concerns.

Development Agreement

A Development Agreement has been drafted by the City and shall be executed.

Title Commitment

The City Attorney reviewed the title commitment and final plat and notes the title commitment shall be updated and mortgage consents are required.

Stormwater Maintenance Agreement

The stormwater maintenance of this subdivision will be covered under the City's Programmatic Maintenance Agreement.

Findings of Fact

The Findings of Fact for Bald Eagle Addition Final Plat are detailed in Resolution No. 21-13.

RECOMMENDATION

The Planning & Zoning Board reviewed the Bald Eagle Addition Final Plat on February 10, 2021 and recommended approval with a 6-0 vote.

ATTACHMENTS

1. Resolution No. 21-13
2. Final Plat
3. Resolution No. 21-14
4. Development Agreement

**CITY OF LINO LAKES
RESOLUTION NO. 21-13**

RESOLUTION APPROVING THE BALD EAGLE ADDITION FINAL PLAT

WHEREAS, the City received a land use application for the Bald Eagle Addition Final Plat hereafter referred to as Development; and

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

- Certificate of Survey and Resource Inventory Map prepared by EG Rud & Sons, Inc. revision date December 23, 2020
- Preliminary Plat prepared by EG Rud & Sons, Inc. revision date December 23, 2020
- Preliminary Grading, Drainage & Erosion Control Plan prepared by EG Rud & Sons, Inc. revision date November 3, 2020
- Tree Inventory/Removals prepared by EG Rud & Sons, Inc. revision date December 23, 2020
- Utility As-Built Plan prepared by EG Rud & Sons, Inc. revision date December 23, 2020
- Final Plat prepared by ED Rud & Sons, Inc. dated December 17, 2020
- Drainage Calculations prepared by Plowe Engineering, Inc. revision date November 4, 2020; and

WHEREAS, the City Council the approved the Preliminary Plat with Resolution No. 20-145 on December 14, 2020; and

WHEREAS, the Planning & Zoning Board reviewed and recommended approval of the Development on February 10, 2021; 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 hereby makes the following:

FINDINGS OF FACT

1. The final plat substantially conforms to the approved preliminary plat subject to the conditions listed below.
2. The City Attorney has approved 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 by the City Council of the City of Lino Lakes hereby approves Bald Eagle Addition Final Plat subject to the following conditions:

1. The driveway to the third stall garage on 202 Elm Street shall be hard surfaced in accordance with City Code on or before June 1, 2021.
 - a. A Zoning Permit is required.
2. The new house proposed on Lot 2, Block 1, Bald Eagle Addition is required to connect to municipal water and sanitary services.

BE IT FURTHER RESOLVED by the City Council of the City of Lino Lakes hereby approves Bald Eagle Addition Final Plat subject to the following items being addressed prior to release of the mylars:

1. The Development Agreement shall be approved by the City Council, executed and recorded against the property.
 - a. Securities and fees shall be paid.
2. Any comments from the City Engineer letter dated January 25, 2021 shall be addressed.
3. Any comments from the Environmental Coordinator letter dated January 25, 2021 shall be addressed.
4. A written agreement signed by John Gratten, future owner of the existing single family home located at 202 Elm Street, allowing Bald Eagle Builders' contractors on the property to install improvements as detailed in the Development Agreement including but not limited to the driveway to third stall garage and storm sewer pipe.
5. Title Commitment and Final Plat:
 - a. The title commitment shall be updated.
 - b. Mortgage consents to record the final plat and Development Agreement shall be executed.
6. Sheet 2, Preliminary Plat:
 - a. Impervious Surface Coverage shall be revised from 30% to 40%.

Adopted by the Council of the City of Lino Lakes this 8th day of March, 2021.

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

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

PRELIMINARY COPY

LAST SAVED BY: BBYER on Thursday, December 17, 2020 at 8:07:37 AM
LOCATION: C:\USERS\BBYER\EGRD\DESKTOP\REMOTE JOBS\200664 BALD EAGLE
FILENAME: 200664-FINALPLAT.DWG
FILESIZE: 10.17MB

BALD EAGLE ADDITION

City of Lino Lakes
County of Anoka
Sec. 19, T31, R22

KNOW ALL PERSONS BY THESE PRESENTS: That Bald Eagle Builders, Inc., a Minnesota corporation, owner of the following described property:

The north 283 feet of the west 283 feet of Lot 24, AUDITOR'S SUBDIVISION NO. 151, EXCEPT the east 120 feet thereof, Anoka County, Minnesota.

has caused the same to be surveyed and platted as BALD EAGLE ADDITION and does hereby dedicate to the public for public use the public way and drainage and utility easements as shown by this plat.

In witness whereof said Bald Eagle Builders, Inc., a Minnesota corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

BALD EAGLE BUILDERS, INC.

Jason B. Hohn, President

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____ by Jason B. Hohn, President of Bald Eagle Builders, Inc., a Minnesota corporation, on behalf of the corporation.

(Signature)

(Print)

Notary Public, _____ County, Minnesota
My Commission Expires _____

I, Jason E. Rud, 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____.

Jason E. Rud, Licensed Land Surveyor
Minnesota License No. 41578

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____ by Jason E. Rud.

(Signature)

(Print)

Notary Public, _____ County, Minnesota
My Commission Expires _____

City Council, City of Lino Lakes, Minnesota

This plat of BALD EAGLE 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____.

Charles F. Gitzen
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

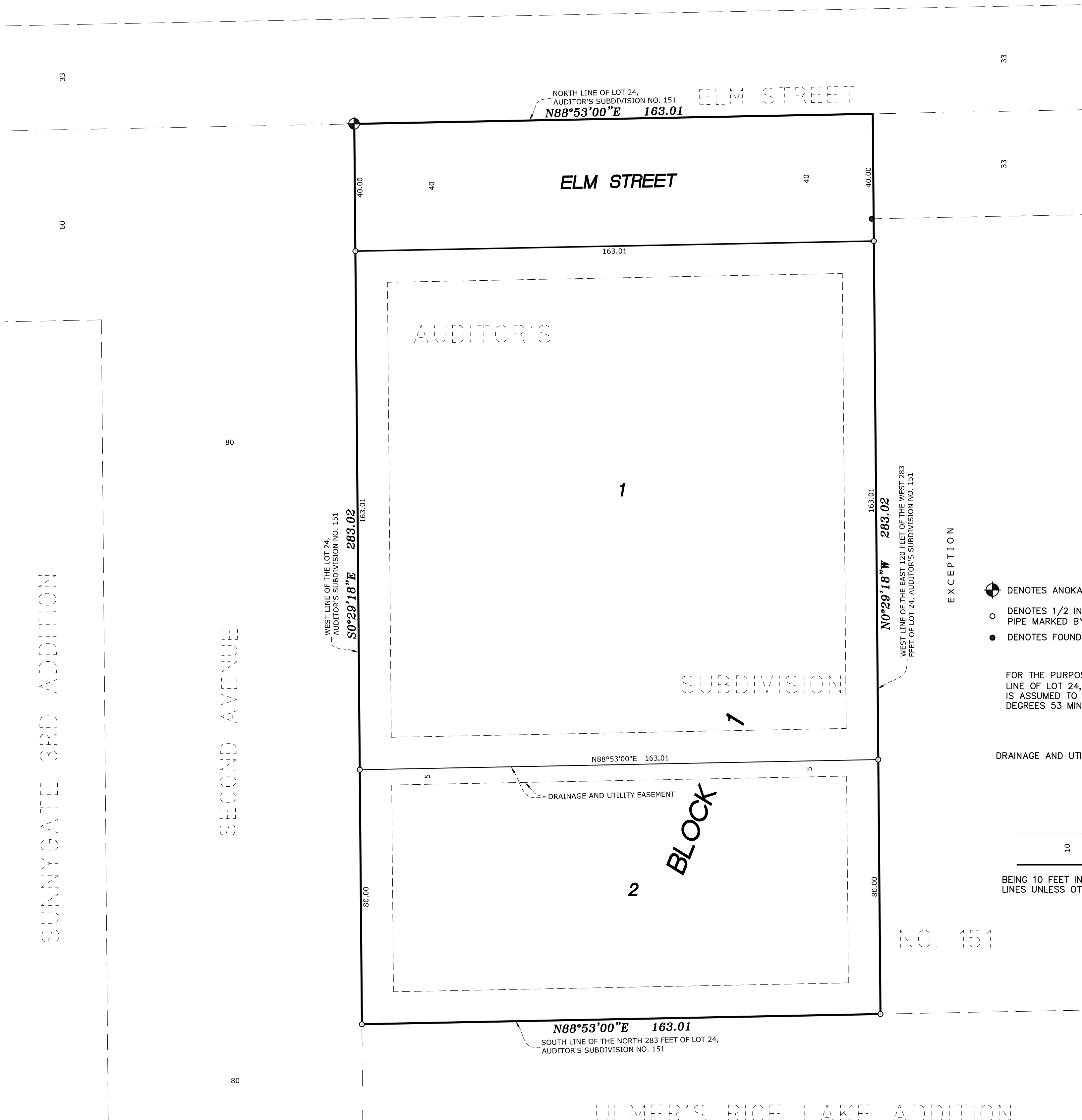
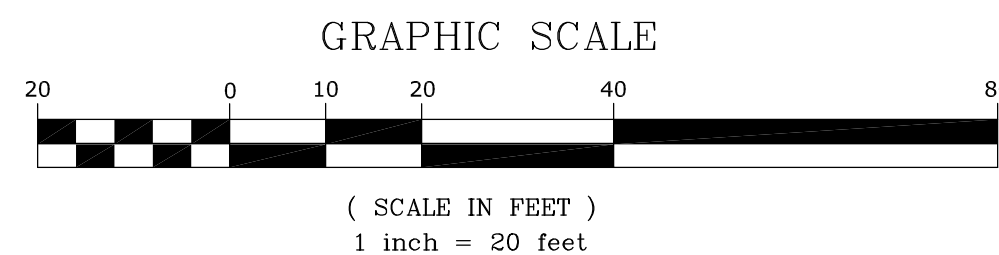
By _____ Deputy

County Recorder/Registrar of Titles
County of Anoka, State of Minnesota

I hereby certify that this plat of BALD EAGLE 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 No. _____.

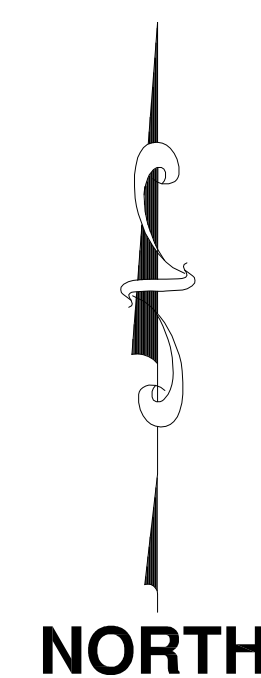
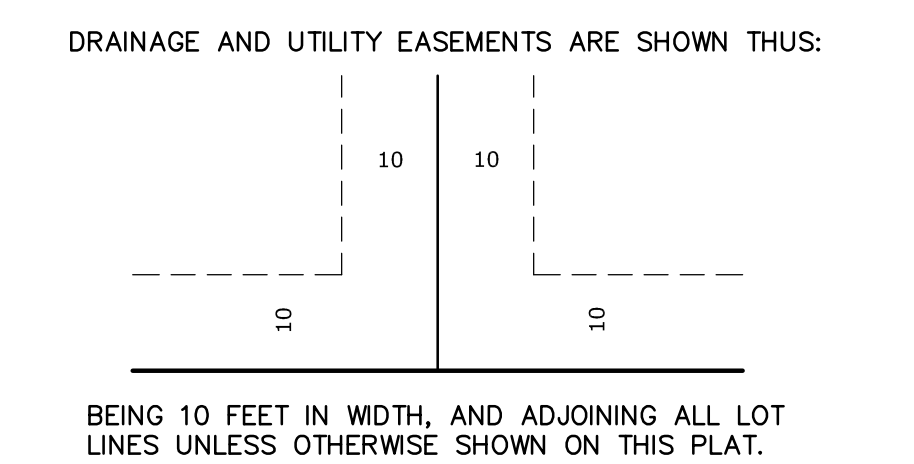
County Recorder/Registrar of Titles

By _____ Deputy



- EXCEPTION
- ◆ DENOTES ANOKA COUNTY CAST IRON MONUMENT
 - DENOTES 1/2 INCH BY 14 INCH IRON PIPE MARKED BY RLS NO. 41578.
 - DENOTES FOUND 1/2 INCH IRON PIPE MARKED RLS 25344

FOR THE PURPOSES OF THIS PLAT THE NORTH LINE OF LOT 24, AUDITOR'S SUBDIVISION NO. 151 IS ASSUMED TO HAVE A BEARING OF NORTH 88 DEGREES 53 MINUTES 00 SECONDS EAST.



**CITY OF LINO LAKES
RESOLUTION NO. 21-14**

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT
FOR BALD EAGLE ADDITION**

WHEREAS, the City Council approved the final plat for Bald Eagle Addition with Resolution No. 21-13 on March 8, 2021; 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 hereby approves the Development Agreement between Bald Eagle Builders, Inc. and the City of Lino Lakes for Bald Eagle Addition and authorizes the Mayor and City Clerk to execute such agreement on behalf of the City.

Adopted by the Council of the City of Lino Lakes this 8th day of March, 2021.

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

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

DEVELOPMENT AGREEMENT

Bald Eagle Addition

THIS AGREEMENT is made this ____ day of _____, 2021, by and between the City of Lino Lakes ("City"), a Minnesota municipal corporation, and Bald Eagle Builders ("Developer").

1. **Subdivision.** Developer received preliminary plat approval from the City by Resolution No. 20-145 for a plat known as Bald Eagle Division ("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 Bald Eagle 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. 21-13. The Final Plat 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. Bald Eagle Addition Final Plat containing 1 sheet, prepared by E.G. Rud & Sons, Inc., date stamped December 17, 2020, received January 8, 2021.
 - ii. Bald Eagle Addition plan set containing 6 sheets, prepared by E.G. Rud & Sons, Inc., revised December 23, 2020, received January 8, 2021.
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 February 2021 or current version.

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

- a. Site Grading
 - i. Requirements of the Rice Creek Watershed District (RCWD) not applicable.
 - ii. All site grading shall be conducted in accordance with the grading plan as approved by the City.
- 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. Surface water drainage ways shall be in place prior to commencement of utility construction.
 - 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.
 - 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.

- c. Street Improvements not applicable.
 - d. Sidewalks, trails and street lighting not applicable.
 - e. Storm sewers, when determined to be necessary by the City Engineer, including all necessary laterals, catch basins, inlets and other appurtenances, shall be furnished and installed.
 - f. Sanitary sewer services and appurtenances, shall be furnished and installed.
 - g. Water main services, and appurtenances, shall be furnished and installed.
 - h. The Developer shall place iron monuments at all lot, and block 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 and site restoration 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. Native planting area restoration is not applicable.
 - 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. Street light installations are not applicable. 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. Conservation easement signs are not applicable
7. **Time of Performance.** The Developer shall install all required improvements enumerated in Paragraph 6 by November 30, 2021. 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.** The following improvements, hereinafter referred to as “City Improvements,” shall be designed, inspected, surveyed and administered by the City, and installed by the City on the Subject Property at Developer Expense:
 - a. Sanitary Sewer
 - b. Watermain
 - c. Storm Sewer
 - d. Streets Not Applicable
 - e. Sidewalk/Pathways Not Applicable
 - f. Street lights Not Applicable

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, and storm sewer facilities 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.

- 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. Public Improvement Surety Agreement is not applicable.
 - d. Reduction of Security is not applicable.
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 roadway work 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 Performance Bond or Cash Escrow to cover the warranty provisions of this Agreement. The amount shall be determined by the City Engineer.
12. **Dedication.** The Developer shall dedicate to the City, at no cost to the City, any permanent or temporary easements that may be necessary for the construction and installation of the Developer Improvements. All such easements required by the City shall be in writing, in recordable form, containing such terms and conditions as the City shall determine.
13. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the public improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are to be deemed private infrastructure.
14. **Recording and Release.** The Developer agrees that the terms of this Development Agreement shall be a covenant on any and all property included in the Subdivision. The Developer agrees that the City shall have the right to record a copy of this Development Agreement with the Anoka County Recorder to give notice to future

purchasers and owners. This shall be recorded against the Subdivision described on Page 1.

15. **Escrow for City's Costs.**

- a. The Developer agrees to establish a non-interest bearing escrow account with the City in an amount determined by the City Administrator or their designee for the payment of all costs incurred by the City related to the development of the Subdivision including, but not limited to, the following (See Exhibit B for breakdown of costs):
 - i. Planning/ Review
 - ii. Administration - 3% of Developer Improvement Costs
 - iii. City Engineering and Legal
 - iv. Street lighting installation Not Applicable
 - v. Traffic signing improvements Not Applicable
 - vi. Boulevard tree planting Not Applicable
 - vii. Street, storm sewer and pond maintenance
 - viii. 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:

$$1 \text{ unit} \times \$3,160 \text{ per unit (Residential)} = \$3,160$$

- b. Energy costs for street lights are not applicable.

c. GIS Mapping Fees are not applicable.

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	\$1,630.00 Per Unit
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Availability Charge

For residential properties, the availability charge shall be paid at the time of subdivision approval or at the time of hook-up, whichever is first. Residential uses shall be assigned one unit per dwelling unit unless otherwise noted by Metropolitan Council Environmental Services (MCES).

City Sewer (CSAC)	\$1,525.00 Per SAC Unit
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Trunk sewer unit charges addressed under this paragraph are in addition to any SAC charges imposed by Metropolitan Council Environmental Services.

e. Trunk Water Connection Fees

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

Trunk Charge

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

Water	\$2,341.00 Per Unit
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Availability Charge

For residential properties, the availability charge shall be paid at the time of subdivision approval or at the time of hook-up, whichever is first. Residential uses shall be assigned one unit per dwelling unit unless otherwise noted by Metropolitan Council Environmental Services (MCES).

City Water (CWAC)

\$1,473.00 Per SAC Unit

f. Surface Water Management Area Charges

The City established a trunk area charge to uniformly distribute the costs of public trunk surface water infrastructure and water quality improvements. The Surface Water Management 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 Paragraph 8 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 gas, electric, telecommunication, cable and internet are installed and approved by the City.
- b. Security for Developer Improvement Costs is received by the City, and the Development escrow balance is sufficient as outlined in Section 15 b.

19. **Special Provisions.**

- a. The driveway to the third garage stall on 202 Elm Street shall be hard surfaced in accordance with the City Code on or before June 1, 2021. A Zoning Permit is required.
- b. A written agreement signed by John Gratten, future owner of the existing single family home located at 202 Elm Street, allowing Bald Eagle Builders contractors on the property to install the driveway to the third stall garage.

20. **Hours of Construction Activity.**

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

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

21. **Insurance.** Developer or its general contractor shall take out and maintain until one year after the City accepted the Developer Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of the Developer's or general contractor's work, as the case may be, or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than Five Hundred Thousand and no/100 (\$500,000.00) Dollars for one person and Two Million and no/100 (\$2,000,000.00) Dollars for each occurrence; limits for property damage shall be not less than One Million and no/100 (\$1,000,000.00) Dollars for each occurrence; or a combination single limit policy of Two Million and no/100 (\$2,000,000.00) Dollars or more. The City, its employees, its agents and assigns shall be named as an additional insured on the policy, and the Developer or its general contractor shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given ten days advance written notice of the cancellation of the insurance. The certificate may not contain any disclaimer for failure to give the required notice.

22. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the

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

23. **General.**

a. Binding Effect

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

b. Validity.

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

c. Notices

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

Bald Eagle Builders
PO Box 337
Hugo, MN 55038
jason@baldeaglebuilders.com

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

DRAFT

DEVELOPER

CITY OF LINO LAKES

By _____

By _____
Mayor

Its _____

ATTEST

By _____
City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____ day of _____, 2021,
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 _____, 2021
by Julianne Bartell as City Clerk of the City of Lino Lakes on behalf of said City.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me, a Notary Public within and for said County, personally appeared _____, _____ of _____ (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

DRAFT

EXHIBIT A

Final Plat

DRAFT

BALD EAGLE ADDITION

City of Lino Lakes
 County of Anoka
 Sec. 19, T31, R22

KNOW ALL PERSONS BY THESE PRESENTS: That Bald Eagle Builders, Inc., a Minnesota corporation, owner of the following described property:
 The north 283 feet of the west 283 feet of Lot 24, AUDITOR'S SUBDIVISION NO. 151, EXCEPT the east 120 feet thereof,
 Anoka County, Minnesota.

has caused the same to be surveyed and platted as BALD EAGLE ADDITION and does hereby dedicate to the public for public use the public way and drainage and utility easements as shown by this plat.

In witness whereof said Bald Eagle Builders, Inc., a Minnesota corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.
BALD EAGLE BUILDERS, INC.

Jason B. Hohn, President

STATE OF MINNESOTA
 COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____ by Jason B. Hohn, President of Bald Eagle Builders, Inc., a Minnesota corporation, on behalf of the corporation.

 (Signature)
 Notary Public, _____ County, Minnesota
 My Commission Expires _____

I, Jason E. Rud 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 and that I am duly sworn and qualified in the State of Minnesota; that I have read and approved the labels and correctly designated on this plat all monuments, distances, bearings, areas, and other data shown thereon; 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____.

Jason E. Rud, Licensed Land Surveyor
 Minnesota License No. 41578

STATE OF MINNESOTA
 COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____ by Jason E. Rud.

 (Signature)
 Notary Public, _____ County, Minnesota
 My Commission Expires _____

City Council, City of Lino Lakes, Minnesota
 This plat of BALD EAGLE 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.

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____.

Charles F. Gitzen
 Anoka County Surveyor

County Auditor/Treasurer

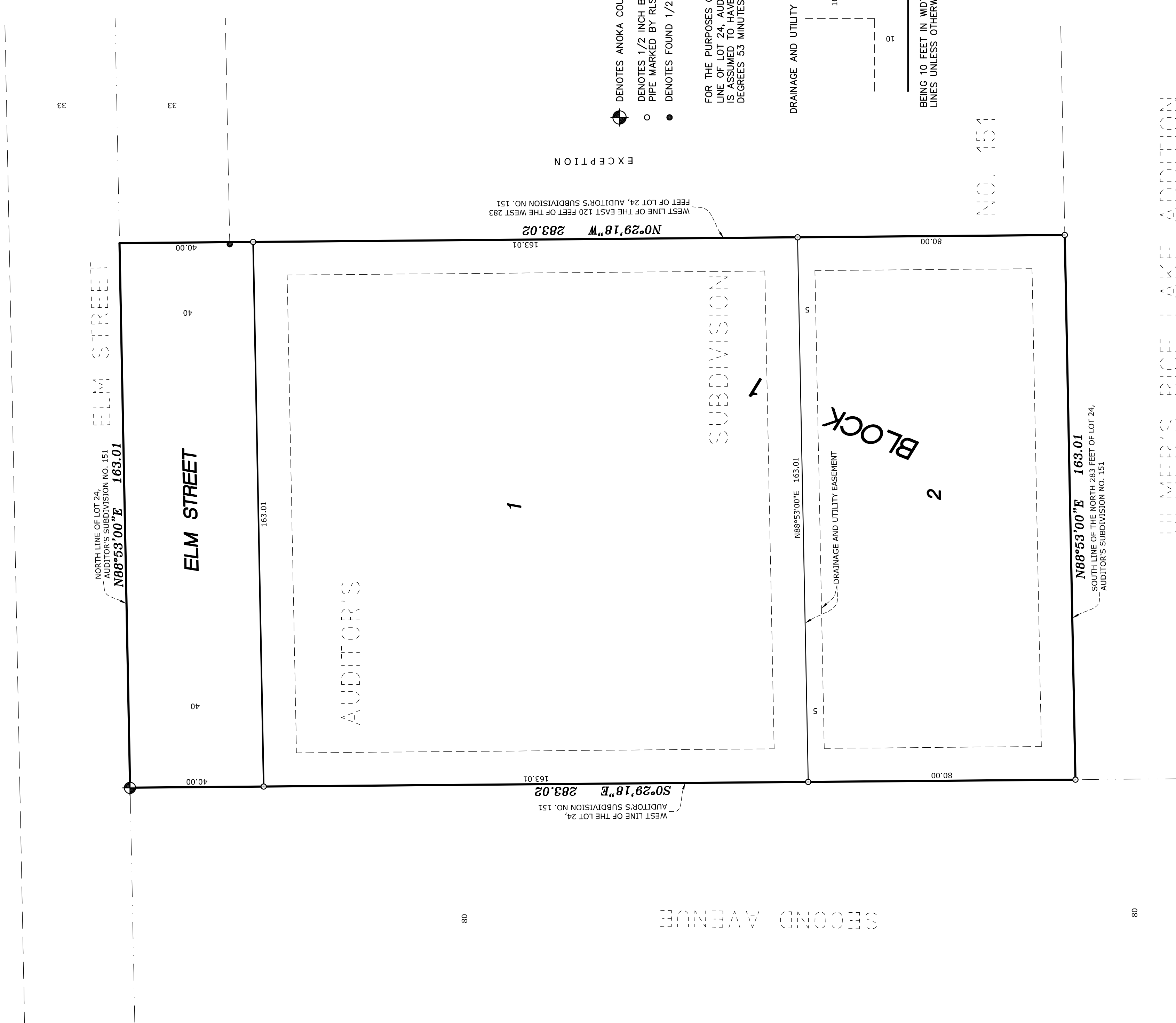
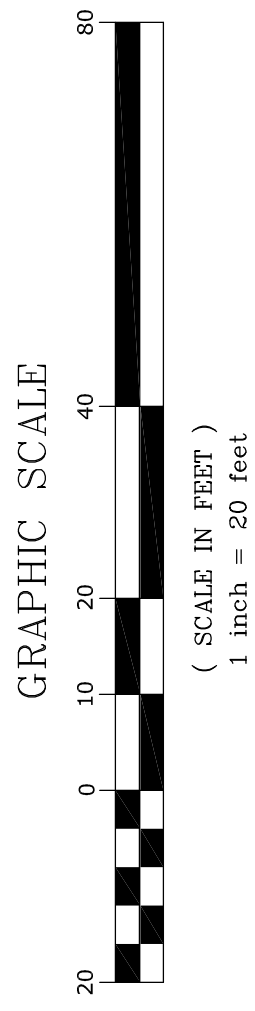
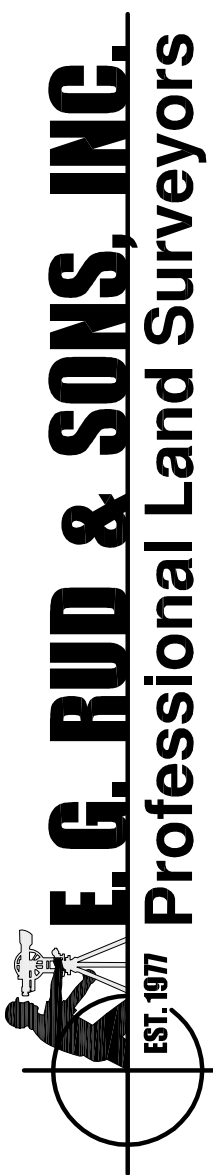
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land herebefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

Property Tax Administrator
 By _____ Deputy

County Recorder/Registrar of Titles
 County of Anoka, State of Minnesota

I hereby certify that this plat of BALD EAGLE 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 No. _____.

County Recorder/Registrar of Titles
 By _____ Deputy



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EXCEPTION

WEST LINE OF THE EAST 120 FEET OF THE WEST 283 FEET OF LOT 24, AUDITOR'S SUBDIVISION NO. 151

NO 29 18 18 W 283.02

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WEST LINE OF THE EAST 120 FEET OF THE WEST 283 FEET OF LOT 24, AUDITOR'S SUBDIVISION NO. 151

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EXHIBIT B

Securities, Escrows & Fees

DRAFT

EXHIBIT B
Securities, Escrows & Fees

PROJECT: Bald Eagle Addition	NUMBER OF REU's:	1
APPLICANT: Bald Eagle Builders	NO. OF LOT FRONTAGE:	1
	AREA (LOT 2 BLOCK 1):	0.3

IMPROVEMENTS	COST
<u>DEVELOPER IMPROVEMENT COSTS (Public)</u>	
SITE GRADING	\$800
EROSION CONTROL	\$0
LANDSCAPING	\$0
STREET REPAIR	\$2,800
DRIVEWAY	\$0
STORM SEWER CONST.	\$6,850
SANITARY SEWER CONST.	\$0
WATERMAIN CONST.	\$0
ENGINEERING & SURVEYING	\$200
Total	\$10,650
Letter of Credit Amount X 150%	\$15,975

<u>ESCROW for CITY'S COSTS</u>	
PLANNING/ REVIEW	\$150
ADMINISTRATION	\$320
ENGINEER PLAN REVIEW	\$150
ENGINEER CONSTRUCTION SERVICES	\$1,000
PROJECT FINAL DOCUMENTS & CITY ENGINEER	\$1,200
STREET LIGHT INSTALLATION	\$0
STREET & STORMWATER MAINTENANCE	\$500
PROPERTY TAXES	\$0
TRAFFIC AND SIGNING IMPROVEMENTS	\$0
BOULEVARD TREE PLANTING	\$0
Total	\$3,320

<u>DEVELOPMENT FEES</u>	
PARK DEDICATION	\$3,160
PARK DEDICATION CREDIT	\$0
Subtotal Park Dedication Fee	\$3,160
AUAR	\$0
GIS MAPPING FEE	\$90
STREET LIGHTING OPERATION	\$0
Total	\$3,250

TRUNK SANITARY SEWER	
TRUNK CHARGE PER (ACRE OR UNIT)	\$1,630
AVAILABILITY CHARGE PER SAC UNIT	\$1,525
LATERAL SERVICE CONNECTION FEE	\$5,320
TRUNK WATERMAIN	
TRUNK CHARGE PER (ACRE OR UNIT)	\$2,341
AVAILABILITY CHARGE PER SAC UNIT	\$1,473
LATERAL SERVICE CONNECTION FEE	\$5,032
TOTAL TRUNK SEWER & WATER FEES	\$17,321

SURFACE WATER MANAGEMENT	
SURFACE WATER MANAGEMENT CREDIT	\$0
TOTAL SURFACE WATER MANAGEMENT FEES	\$2,230
Total	\$19,551
Letter of Credit Amount X 35%	\$6,843

<u>SUMMARY OF SECURITIES, ESCROW & FEES</u>	
SECURITY: DEVELOPER IMP'MENT COSTS	\$15,975
ESCROW FOR CITY COSTS	\$3,320
DEVELOPMENT FEES	\$3,250
SECURITY: TRUNK FEES	\$19,551

Bald Eagle Addition

Final Plat

City Council Meeting
March 8, 2021



EXISTING CONDITIONS



- Final Plat
 - 2 lots
- 202 Elm Street
- Applicant: Bald Eagle Builders, Inc.
- Corner Lot
- Subdivide the existing parcel into 2 single family lots
- Purpose of constructing 1 new single family home
- Dec 14, 2020: CC approved preliminary plat
- R-1 Zoning



Site Location & Aerial Map 202 Elm Street

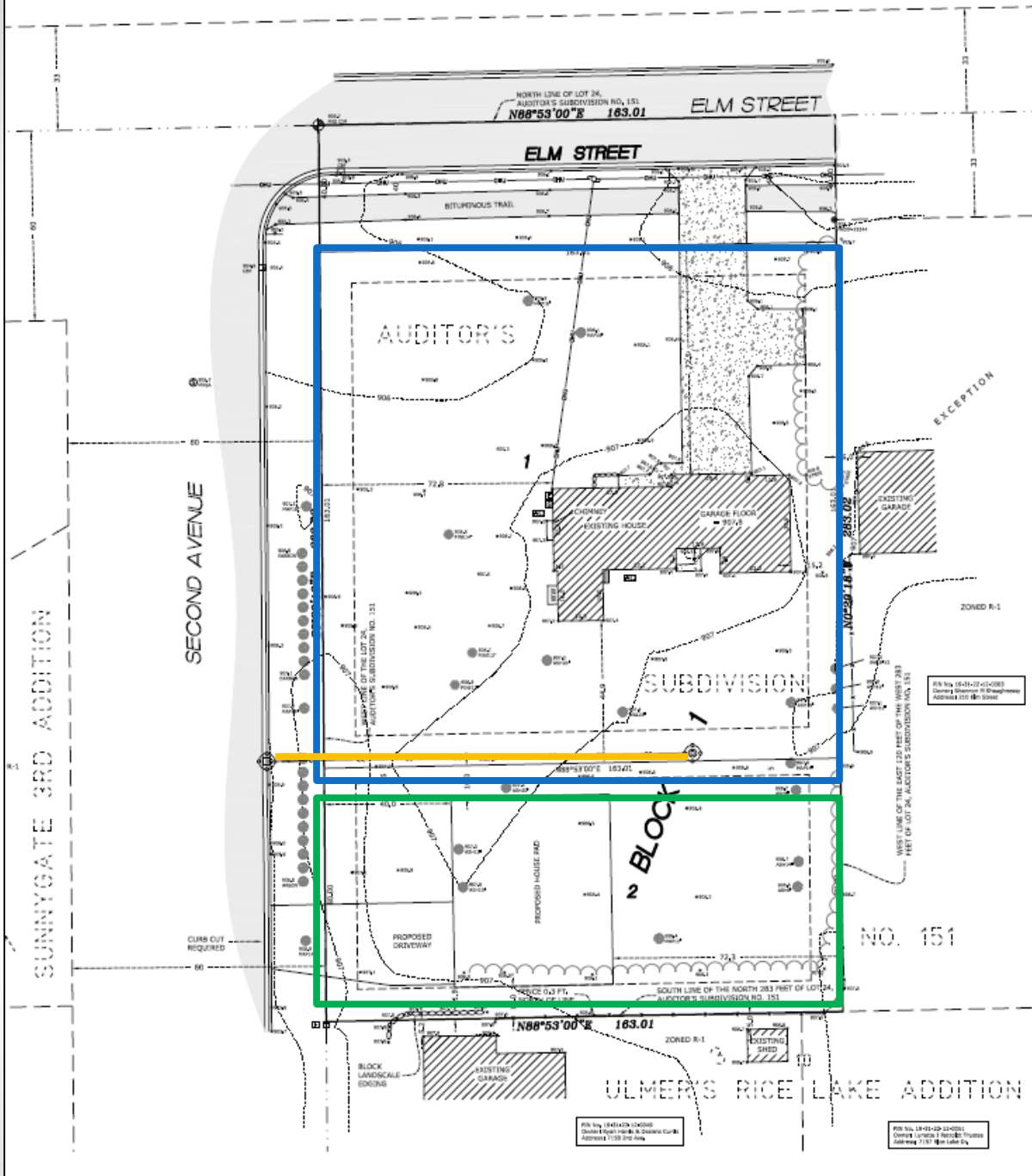


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PRELIMINARY PLAT

- Lot 1 = Existing house
- Lot 2 = New house
- 80 ft ROW required along Elm St
 - Additional 7ft ROW dedicated
- Watermain
 - 12" = Elm St
 - 6" = Second Ave
- Sanitary Sewer
 - 8" = Elm St and Second Ave
- Storm Water
 - SW pipe added
- Public Land Dedication
 - 1 lot = \$3,160
- Conditions of PP have been met



BALD EAGLE ADDITION

City of Lino Lakes
County of Anoka
Sec. 19, T31, R22

KNOW ALL PERSONS BY THESE PRESENTS: That Bald Eagle Builders, Inc., a Minnesota corporation, owner of the following described property:

The north 283 feet of the west 283 feet of Lot 24, AUDITOR'S SUBDIVISION NO. 151, EXCEPT the east 120 feet thereof, Anoka County, Minnesota.

has caused the same to be surveyed and plotted as BALD EAGLE ADDITION and does hereby dedicate to the public for public use the public way and drainage and utility easements as shown by this plat.

It is witness whereof said Bald Eagle Builders, Inc., a Minnesota corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

BALD EAGLE BUILDERS, INC.

James B. Hahn, President

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by James B. Hahn, President of Bald Eagle Builders, Inc., a Minnesota corporation, on behalf of the corporation.

_____, (Signature)

_____, (Print)

Notary Public, _____ County, Minnesota

My Commission Expires _____

I, Jason E. Rud, 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____.

Jason E. Rud, Licensed Land Surveyor
Minnesota License No. 41578

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Jason E. Rud.

_____, (Signature)

_____, (Print)

Notary Public, _____ County, Minnesota

My Commission Expires _____

City Council, City of Lino Lakes, Minnesota

This plat of BALD EAGLE 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____.

Charles F. Olson
Anoka County Surveyor

County Auditor/Treasurer

Pursuant to Minnesota Statutes, Section 505.021, Subd. 8, taxes payable in the year 20____ on the land hereinafter 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

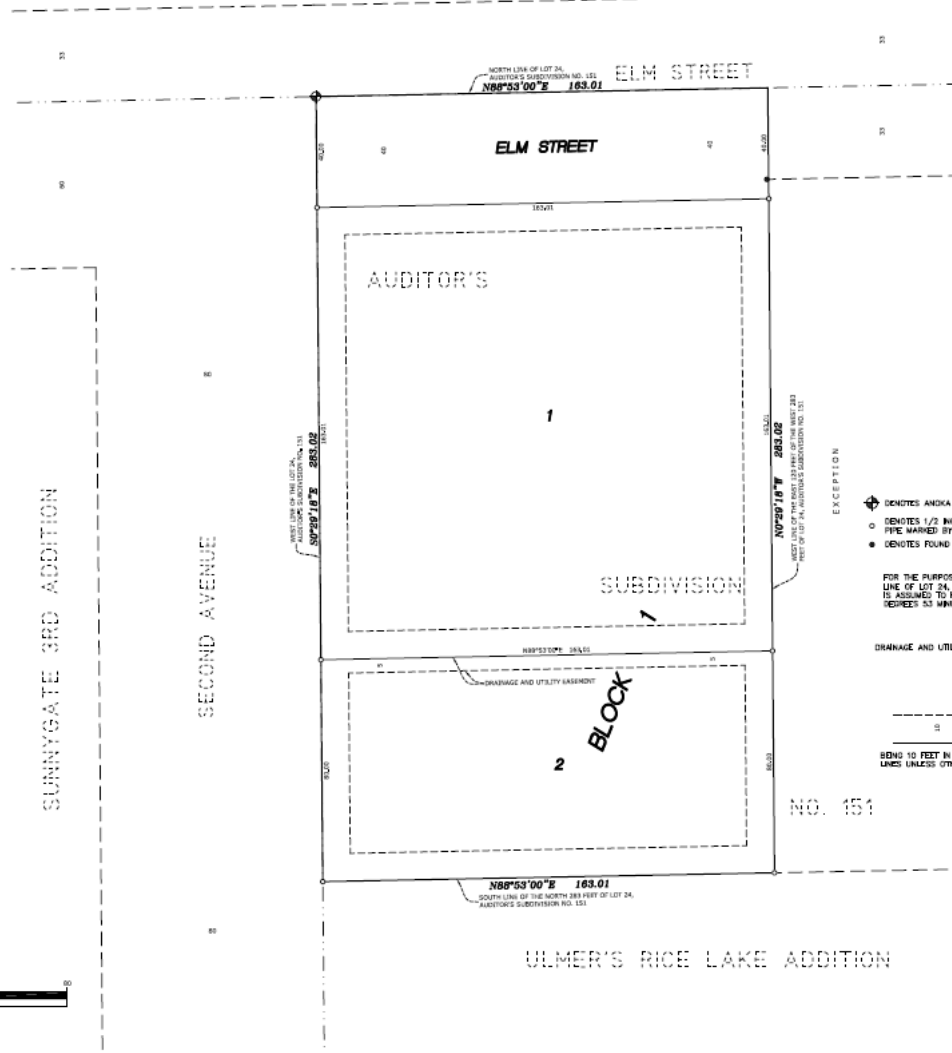
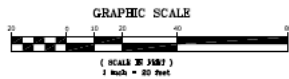
County Recorder/Registrar of Titles

County of Anoka, State of Minnesota

I hereby certify that this plat of BALD EAGLE 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 No. _____.

County Recorder/Registrar of Titles

By _____ Deputy



EXCEPTION

- ◆ DENOTES ANOKA COUNTY CAST IRON MONUMENT
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE MARKED BY HLS NO. 41578
- DENOTES FOUND 1/2 INCH IRON PIPE MARKED HLS 25344

FOR THE PURPOSES OF THIS PLAT THE NORTH LINE OF LOT 24, AUDITOR'S SUBDIVISION NO. 151 IS ASSUMED TO HAVE A BEARING OF NORTH 88 DEGREES 53 MINUTES 00 SECONDS EAST.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THIS:

BEND 10 FEET IN WIDTH, AND ADJOINING ALL LOT LINES UNLESS OTHERWISE SHOWN ON THIS PLAT.

E. G. RUD & SONS, INC.
Professional Land Surveyors
EST. 1977

Final Plat = Lot 1 and Lot 2, Block 1, Bald Eagle Addition.

Findings of Fact-Final Plat

- Detailed in Resolution No. 21-13:
 - Final plat substantially conforms to the approved preliminary plat subject to the conditions listed below.
 - City Attorney has approved the status of title/property ownership related to the final plat.
 - Development Agreement has been drafted and shall be executed.
 - Conditions attached to approval of the preliminary plat have been fulfilled or secured by the Development Agreement.

Recommendation

- Planning & Zoning Board reviewed the Bald Eagle Addition Final Plat on February 10, 2021 and recommended approval with a 6-0 vote.

Council Action

Bald Eagle Addition

- i. Consider Resolution No. 21-13 Approving Final Plat
- ii. Consider Resolution No. 21-14 Approving Development Agreement

**CITY COUNCIL
AGENDA ITEM 6B**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: March 8, 2021

TOPIC: Consider Resolution No. 21-15 Approving Professional Services Proposal with Landform Professional Services, LLC for Zoning Ordinance and Map Updates

VOTE REQUIRED: 3/5

INTRODUCTION

Staff is requesting City Council authorization to enter into agreement with Landform Professional Services, LLC (Landform) to update the City’s Zoning Ordinance and Zoning Map. This item was discussed at the January 4, 2021 Council Work Session.

BACKGROUND

The City Council adopted the 2040 Comprehensive Plan on November 9, 2020. In accordance with Minnesota Statutes, §473.864 and §473.865 of the Metropolitan Land Planning Act, the City is required to review its official controls and amend, as necessary, any that conflict the plan. Additionally, the plan identifies seven short term actions to implement the goals and policies of the plan. These include:

1. Review and Update the Zoning Map
2. Evaluate purpose and intent of the Planned Unit Development Process
3. Consider creating new zoning districts including a new district to implement the holding zones for new urban development and a new “Business Campus” land use district.
4. Review and update the existing residential zoning district requirements
5. Create a method of incentives for developments that achieve specific goals in the plans.
6. Review and develop design standards to ensure high quality residential, commercial, and industrial development.
7. Update natural resource protection standards including review of maximum allowable impervious surface coverages for residential land use categories.

Additionally, staff has historically used this process to complete necessary administrative amendments and updates to reflect changing standards.

The City contracted with Landform to complete the update of the comprehensive plan. Landform has previously served as the City’s planning consultant for projects, including ordinance updates, in the past. As supported by the Council at the January 4, 2021 Work Session, staff received the attached proposal for \$43,889 from Landform to assist with the

update. Funding for this update was included in the 2040 Comprehensive Plan budget and in the City 2021 budget.

Similar to the Comprehensive Plan, the Planning & Zoning Board will be the lead advisory board in updating the zoning ordinance and map. Landform will assist staff, the Board and Council in this process. The tentative schedule is a 12 month process starting in Spring 2021.

RECOMMENDATION

Staff is recommending approval of the Professional Services Proposal for Zoning Ordinance and Map Update with Landform.

ATTACHMENTS

1. Resolution No. 21-15
2. Landform Professional Services, LLC Proposal

**CITY OF LINO LAKES
RESOLUTION NO. 21-15**

**RESOLUTION APPROVING PROFESSIONAL SERVICES PROPOSAL WITH
LANDFORM PROFESSIONAL SERVICES, LLC FOR
ZONING ORDINANCE AND MAP UPDATES**

WHEREAS, the City of Lino Lakes adopted the 2040 Comprehensive Plan on November 9, 2020; and

WHEREAS, in accordance with Minnesota Statutes §473.864 and §473.865 of the Metropolitan Land Planning Act, the City is required to review its official controls and amend, as necessary, any that conflict the plan; and

WHEREAS, Landform Professional Services, LLC has submitted a proposal to assist the City with these amendments and updates; and

NOW, THEREFORE BE IT RESOLVED by The City Council of The City of Lino Lakes, that the Professional Services Proposal for Zoning Ordinance and Map Update is hereby approved and the Mayor and City Clerk are hereby authorized execute the agreement for services with Landform Professional Services, LLC on behalf of the City.

Adopted by the Council of the City of Lino Lakes this 8th day of March, 2021.

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

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

February 9, 2021

Michael Grochala
City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014-1182

RE: Proposal for Zoning Ordinance and Map Update for the City of Lino Lakes, MN

Mr. Grochala,

Thank you for asking Landform to provide a proposal to update the Zoning Ordinance and Map to implement the 2040 Comprehensive Plan. Our scope of work includes updates to all Zoning Ordinance chapters to reflect changes desired to implement the Comprehensive Plan and updates to make the Zoning Ordinance easier to understand and implement. We appreciate the opportunity to continue to provide professional planning services to assist your citizens, staff, boards and Council.

Landform has a full time staff of professionals, all of whom are committed to providing services that are truly tailored to the communities we serve and helping our clients plan great places to live, work and play. Our professional staff includes landscape architects, planners, urban designers, civil engineers and land surveyors. We offer you a SensiblyGreen® approach to your site design and development challenges from Site to Finish®. Our SensiblyGreen® initiative is a program centered on the values of resource management and environmentally sensitive design.

If you have any questions concerning our services, please call me at 612-252-9070. We look forward to working with you.

Sincerely,
Landform Professional Services, LLC



Kendra Lindahl, AICP
Principal Planner

ENCL: Project Scope

Professional Services Proposal For

City of Lino Lakes

ZONING ORDINANCE AND MAP UPDATE Lino Lakes, MN

PROJECT TEAM:

Client Manager: Kendra Lindahl, AICP
Principal Planner

Planner: Kevin Shay, Planner

Designer: Emily Osthus, Designer

* Indicated professional registrations are state-dependent; to obtain further information about our state licenses, please contact Human Resources at 612-252-9070

This Proposal is valid for 30 days from the creation date noted in the footer. Landform may reissue a revised Proposal upon request if the indicated time period has lapsed.

TABLE OF CONTENTS

A. SCOPE OF SERVICES.....	4
B. COMPENSATION	6
C. FORM OF CONTRACT.....	7
TERMS AND CONDITIONS	8

OWNERSHIP AND USE OF DOCUMENTS:

Consultant’s drawings, Specifications, and other documents, including this Proposal, are instruments of Consultant's services for use solely with respect to this Project. Consultant shall be deemed the author of these documents and shall retain all common law, statutory and/or reserved rights, including copyright. Any use or reuse of this Proposal other than its intended use will be considered infringement of Consultant's reserved rights.

A. SCOPE OF SERVICES

The level of our involvement will include the following Scope of Services (“Basic Services”). Naturally, the scale and scope of our efforts depends upon a Client’s needs, a clear understanding of our responsibilities and upon the deliverables required. If we have misinterpreted your needs, please let us know and we will make the necessary adjustments to this Proposal.

1. Project Management (Phase 60):

Landform will:

- a. Schedule a kickoff meeting with city staff to review the project scope and schedule, establish priorities and confirm deliverables. Landform will meet monthly with City Staff.
- b. The scope of work is based on the items in the “New Revisions Log – 01-06-21” provided by City staff on January 25, 2021.

Deliverables:

- Project and work plan schedule
- Twelve meetings with staff
- Outline of draft Land Development and Zoning Regulations for staff approval

2. Prepare the Zoning Ordinance and Zoning Map Update (04):

Landform will:

- a. Hold a kickoff meeting with P&Z Board to review the purpose of the PUD and identify priority updates.
- b. Prepare draft PUD standards.
- c. Present to staff and revise as requested.
- d. Meet with P&Z Board to review proposed changes to the General Provisions section.
- e. Prepare draft revisions to Administration and General Provisions sections.
- f. Present to staff and revise as requested.
- g. Present draft of sections 1-3 to P& Z Board for review and comments.
- h. Present draft to City Council at a work session for review and comment.
- i. Prepare draft revisions to District Provisions, Rural Districts, Residential Districts.
- j. Present to staff and revise as requested.
- k. Meet with P&Z to review draft of sections 4-6.
- l. Prepare draft revisions to Business Districts and Special Districts sections.
- m. Present to staff and revise as requested.
- n. Meet with P&Z to review draft of sections 7-9.
- o. Prepare revisions to Title/Applications section (definitions).
- p. Present to staff and revise as requested.
- q. Present draft to P& Z Board for review and comments.
- r. Present draft to City Council at a work session for review and comment.
- s. Prepare Zoning Map Update.
- t. Provide first draft of Complete Update for staff review and comment.
- u. Complete one round of edits and finalize document.
- v. Prepare staff report and attend the P&Z Board public hearing to present information.
- w. Prepare staff report and attend the City Council meetings to present information.

Deliverables:

- Present draft sections at two key checkpoints for review
- Prepare final staff report and ordinance/map updates for adoption
- Present at seven P&Z meetings (including the public hearing)
- Present at three Council work sessions and one Council meeting

ADD ALTERNATE:

The services listed below are not included in the Base Scope of Services, but are services that may be required to complete the project. If you choose to have Landform perform these services, the total project fee will increase by the amount detailed in the Add Alternate Compensation Table in Section B of this Proposal.

1. Ordinance Graphics as requested (05):

- a. As requested by staff, Landform will prepare graphics to be added to the Zoning Ordinance document to improve readability.

2. Additional Meetings or Tasks as requested (06):

- a. As requested by staff, Landform will attend additional meetings or expand the scope of the proposed revisions beyond the scope outlined in the "New Revisions Log – 01-06-21" provided by City staff on January 25, 2021.

B. COMPENSATION

- 1) The Basic Services described under the Scope of Services shall be completed on an hourly compensation basis as detailed below:

PHASE TASK	BILL TYPE	ASSOCIATED FEE
<i>Project Management [60]</i> Hourly with Estimate*	Hourly with Estimate*	\$3,408.00
<i>Zoning Ordinance Update [04]</i> Zoning Ordinance Amendments Zoning Map Amendment	Hourly with Estimate*	\$40,481.00
Total (hourly estimates*)		\$43,889.00

*Estimated Fees are not guaranteed prices

PHASE TASK – ADD ALTERNATE SCOPE OF SERVICES**	BILL TYPE	ASSOCIATED FEE
<i>Ordinance Graphics [05]</i> Graphics to improve readability of ordinance	Hourly with Estimate	\$3,480.00
<i>Addition Meetings or Tasks [06]</i> Additional meetings or an expansion of the scope of work as directed by City Staff	Hourly as requested	\$0.00
Total		**\$3,480.00

**These services are NOT a part of the BASE Scope of Services, and by executing this contract you are financially obligated for the ADD ALTERNATE Scope of Services only if you request these services of Landform.

- 2) Standard Internal reimbursable expenses associated with prints, plots, scanning and mileage are included in our hourly rates. Deliverable plots and prints will be charged at internal rate.

Internal reimbursable expenses are priced as follows:

Mileage	Based on current IRS rates
Plotting in Color	.50 per square foot
Color Printing	1.00 for 8.5 x 11 2.00 for 8.5 x 14, 11 x 17
Scanning	1.50 per scan
CD/DVD/Thumb drive	10.00 per cd/dvd/thumb drive

- 3) External reimbursable expenses shall be billed at cost plus 15%.
- 4) Invoices will be sent once a month based on the hours worked through the date of billing.
- 5) Payment is due upon receipt of invoice. Unless prior arrangements are made, a 1.5% per month (18% per annum) service charge or the maximum permitted by law, whichever is less, will be assessed against all invoices unpaid for over 30 days. Service charges may be compounded.

C. FORM OF CONTRACT

Landform continually strives towards ways of reducing our impact on the environment. Therefore, we are submitting this Proposal to you electronically only. Please print only the signature page, sign, and return the signed page by email, fax or mail as written authorization to proceed. If your company's policy requires hardcopy originals, please contact us to request that hardcopy originals be mailed to your address. A faxed or emailed copy of a signature is as binding as an original. You may also incorporate this Proposal into your standard contract form but, even if we subsequently sign your contract form, in the event of any conflict or inconsistency between this Proposal and Client's standard contract form, this Proposal shall govern. We reserve the right to a) collect as an external reimbursable expense the cost of legal counsel should you elect to use a lengthy contract of your own design, and b) revise our fee Proposal if your contract form assigns additional responsibility or risk to Landform Professional Services, LLC. If you instruct us to begin, or allow us to continue performing, Services prior to returning a signed contract it will be understood that all terms of this Proposal, including the attached Terms and Conditions, are acceptable and all parties will be bound by the terms of this Proposal. The attached Terms and Conditions are incorporated by reference and are an integral component of this Proposal.

Landform Professional Services, LLC agrees to perform the Services described in this Proposal under the terms outlined.

The following party accepts the scope, terms and conditions outlined in this Proposal and instructs Landform Professional Services, LLC to proceed with the Services as outlined.

City of Lino Lakes, MN



Name: Kendra Lindahl, AICP
Title: Principal Planner

Signed

February 9, 2021
Date

Title

Landform Federal Tax ID: 27-1199905

Date

TERMS AND CONDITIONS

1.0 CONSULTANT'S SERVICES. Consultant shall perform the services identified in this Proposal and no others unless otherwise agreed and unless Consultant is paid additional compensation in accordance with this Proposal.

1.1 STANDARD OF CARE. Consultant's services shall be performed based on the standard of reasonable professional care for services similar in scope, schedule, and complexity to the services being provided by the Consultant. ALL WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS PROPOSAL OR OTHERWISE, IN CONNECTION WITH THE CONSULTANT'S SERVICES ARE EXPRESSLY DISCLAIMED.

1.2 SCHEDULE. Time limits established by the schedule identified in the Proposal shall not, except for reasonable cause, be exceeded by Consultant or Client. Consultant's compensation shall be equitably adjusted in the event of delays caused by Client, Client's other consultants, or Client's agents. Fees quoted in the Proposal shall be adjusted if services do not commence within 90 days after the date of the Proposal.

2.0 ADDITIONAL SERVICES. In addition to any other Additional Services listed in the Proposal, the following services are excluded from Basic Services and Client shall compensate Consultant for such services, in addition to compensation for Basic Services: (1) Making revisions in Drawings and Specifications or other documents when such revisions are (a) inconsistent with approvals or instructions previously given, (b) the result of adjustments in Client's requirements, (c) required by enactment, interpretation or revision of codes, laws or regulations subsequent to preparation of such documents, (d) required by the failure of Client or Client's consultants to render decisions or to provide necessary information in a timely manner, (e) imposed by municipal or other authorities as a condition for approval of a project, unless the Drawings, Specifications or other documents clearly were not in compliance with applicable law when submitted for approval, or (f) due to or caused not solely within control of Consultant; (2) Providing any services excluded from the Scope of Services identified in the Proposal; (3) Providing any other services not otherwise expressly included in this Proposal.

3.0 TERMINATION. This Proposal may be terminated by either party upon not less than seven days written notice should the other party fail to perform in accordance with its terms through no fault of the party initiating termination.

4.0 [Not used].

5.0 DISPUTE RESOLUTION, GOVERNING LAW. Any claim, dispute or other matter in question arising out of or relating to this Proposal or breach thereof ("Claim") shall be resolved by litigation in the State or (assuming subject matter jurisdiction) Federal Court located within Ramsey County, Minnesota. Consultant and Client expressly consent to the exclusive personal jurisdiction and venue of the Minnesota courts for all purposes relating to this Proposal. The parties waive trial by jury. This Proposal shall be governed by Minnesota law, without regard to conflicts of law principles.

6.0 TERMINATION. This Proposal may be terminated by either party upon not less than seven days' written notice should the other party fail to perform in accordance with its terms through no fault of the party initiating termination. Such termination shall not affect the parties' accrued rights and liabilities as of the date of termination. Without limiting the generality of the foregoing, paragraphs 1.1, 1.3, 4.0, 5.0, 7.0, 8.0, and 10.0 of these Terms and Conditions shall survive any cancellation, expiration, or termination of this Proposal.

7.0 MISCELLANEOUS PROVISIONS. ((1) This Proposal represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. (2) This Proposal may be amended by written instrument signed by both Client and Consultant or, in the case of Additional Services, by a written confirmation from Consultant to which Client does not object within ten (10) working days.

8.0 PAYMENTS TO CONSULTANT. Payments are due upon presentation of Consultant's invoices. If Payments are not made within thirty (30) days after date of invoice, a **SERVICE CHARGE OF ONE AND ONE-HALF (1.5) PERCENT PER MONTH (18% PER ANNUM)** or the maximum rate permitted by law, whichever is greater, will be charged on any unpaid balance. Service charges may be compounded.

9.0 BASIS OF COMPENSATION. Client shall compensate Consultant as set forth in the Proposal. AN ESTIMATED FEE IS NOT A FIRM FIGURE. If the Scope of or schedule for Consultant's Services is changed materially, the compensation shall be equitably adjusted. Rates and multiples for Additional Services and other services as set forth in the Proposal shall be adjusted annually in accordance with normal salary review practices of Consultant. For Additional Services of Consultant, compensation shall be an hourly rate as defined in the Proposal, plus reimbursable expenses; or, if agreed by Client and Consultant in writing, a lump sum amount. For additional services of Consultant's consultants, compensation will be 1.15 times the amount billed to Consultant for such services, plus reimbursable expenses. For reimbursable expenses, the Consultant shall be compensated for out-of-pocket expenditures incurred in connection with the services identified in this Proposal, based on 1.15 times actual costs incurred. In addition to other expenses, Consultant will be reimbursed for any applicable sales, use, or similar taxes related to services or products provided under this Proposal, which may be imposed by any governmental entity.

10.0 DELAYED PAYMENT; PAYMENT DISPUTES.

10.1 CONDITIONS PRECEDENT TO WITHHOLDING PAYMENT. The Client may not withhold any payments to the Consultant unless the basis of (including all particulars) and amount in dispute are identified and presented in writing to the Consultant not later than the twenty-fifth (25th) calendar day after presentation of the disputed invoice. Objections to invoices not made within the time period are deemed waived. Unless Client proceeds in accordance with this Section 10.1, Client's failure to pay any invoice (either on the Project which is the subject of this proposal or in connection with any other project for which Consultant is providing services to Client) within thirty (30) calendar days after presentation of Consultant's invoice shall constitute just cause for the suspension of services on all projects and the withholding of all deliverables on all projects by the Consultant. Client will pay all of Consultant's costs of collection, including: internal labor costs at the Additional Services rate; reasonable attorneys' fees; and litigation and arbitration costs and fees, in the event Client fails to make timely payment to Consultant in violation of this Contract. External fees, costs, and expenses incurred under this clause will be reimbursed at the rate specified in the Proposal for external reimbursable expenses.

10.2 NOTICE OF CLAIMED ERRORS OR OMISSIONS. Client shall provide written notice, including all known particulars, to Consultant of any claimed errors or omissions in Consultant's services not later than 60 calendar days after Client becomes aware, or in the exercise of reasonable diligence should have become aware, of the existence of such error or omission. Consultant shall be given a reasonable opportunity, during such 60-day period, to investigate and recommend ways of mitigating any alleged damages. Client's failure to provide such notice, and/or Client's failure to provide Consultant a reasonable opportunity to investigate and make recommendations, within the time stated shall constitute an irrevocable waiver of any and all claims, counterclaims, defenses, setoffs, or recoupments Client might have in connection with any such alleged error or omission. In the event Client asserts a claim in violation of this paragraph, or in the event that any other error and omission claim asserted by Client is determined to be without substantial merit, Client shall pay all of Consultant's: internal labor costs at the Additional Services rate; reasonable attorneys' fees; expenses; and arbitration and litigation costs incurred in investigating and defending such claim. External fees, costs, and expenses incurred under this clause will be reimbursed at the rate specified in the Proposal for external reimbursable expenses.

10.3 ERRORS OR OMISSIONS OF CLIENT'S CONSULTANTS. If Client has separately retained other design professionals Client agrees to the fullest extent permitted by law (including without limitation Minnesota Statutes Ch. 466) to defend, indemnify, and hold the Consultant harmless from all loss, damage, liability, cost or expense (including but not limited to reasonable attorneys' fees) arising out of or relating to (a) the negligent acts or omissions of such other design professionals, and/or (b) the failure of such other design professionals to carry or maintain professional liability insurance in an amount adequate to protect Client and Consultant from loss.

Project Schedule	2021												2022				Principal	Planner III	Planner II	Planner I	TOTAL	TOTAL
	April	May	June	July	August	September	October	November	December	January	February	March	April	\$142	\$105	\$87	\$77	HOURS	FEE/EST			
Lino Lakes Zoning and Subdivision Update																						
Task 1. Project Management														24	0	0	0	24	\$3,408			
Kickoff meeting with staff via teleconference	■													2				2	\$284			
Check in with staff via teleconference		■	■	■	■	■	■	■	■	■	■	■		22				22	\$3,124			
Task 2. Zoning Regulations Revisions														98	253	0	0	319	40,481			
P&Z kickoff meeting (PUD purpose and other priorities)		★												8					\$1,136			
Administration (PUD rewrite)		■	■	■	■	■	■	■	■	■	■	■		4	16			20	\$2,248			
revise after staff review		■	■	■	■	■	■	■	■	■	■	■		1	1			2	\$247			
P&Z meeting (general provisions priorities)		★												8					\$1,136			
General Provisions (clean up, non-conformities, garage standards, outside storage landscape updates, essential services, wind and parking standard updates)			■	■	■	■	■	■	■	■	■	■		4	40			44	\$4,768			
revise after staff review			■	■	■	■	■	■	■	■	■	■			4			4	\$420			
P&Z review of Sections 1-3 and CC work session				★	■	■	■	■	■	■	■	■		8	4			12	\$1,556			
District Provisions (general standards)					■	■	■	■	■	■	■	■			1			1	\$105			
revise after staff review					■	■	■	■	■	■	■	■			1			1	\$105			
Rural (R and R-X districts and urban reserve district)					■	■	■	■	■	■	■	■		2	16			18	\$1,964			
revise after staff review					■	■	■	■	■	■	■	■		2	8			10	\$1,124			
Residential (R-1, R-1X, R-2, R-3, R-4, R-6)					■	■	■	■	■	■	■	■		2	24			26	\$2,804			
revise after staff review					■	■	■	■	■	■	■	■		1	8			9	\$982			
P&Z meeting (review 4, 5, 6 draft sections)								★						8					\$1,136			
Business (NB, LB, GB, CB, SC and New business campus)					■	■	■	■	■	■	■	■		4	24			28	\$3,088			
revise after staff review					■	■	■	■	■	■	■	■		2	8			10	\$1,124			
Industrial (I1 and I2, data centers)					■	■	■	■	■	■	■	■		2	16			18	\$1,964			
revise after staff review					■	■	■	■	■	■	■	■		1	8			9	\$982			
Special (PSP, R-BR and PUD)					■	■	■	■	■	■	■	■		1	8			9	\$982			
revise after staff review					■	■	■	■	■	■	■	■		1	3			4	\$457			
P&Z meeting (review 7,8,9 draft sections)								★						8					\$1,136			
Title/Application (Update Definitions)								■	■	■	■	■		1	8			9	\$982			
revise after staff review								■	■	■	■	■		1	1			2	\$247			
P&Z review of draft and CC work session									★	■	■	■		6	4			10	\$1,272			
Reorganize document after staff and P&Z review/approval of text edits										■	■	■		1	12			13	\$1,402			
Zoning Map Update										■	■	■		1	8			9	\$982			
Compile Complete Document for City Review										■	■	■		4	8			12	\$1,408			
Complete one round of edits and finalize document										■	■	■		2	6			8	\$914			
P&Z public hearing - prepare materials											★	■	■	9	8			17	\$2,118			
City Council (1 work session and 1 meeting)												■	★	6	8			14	\$1,692			
TOTAL														122	253	0	0	343	\$43,889			
OPTIONAL ORDINANCE GRAPHICS																40		40	\$3,480			

\$47,369

- Staff meeting
- ★ P&Z meeting
- Council work session
- ★ Council Meeting

**CITY COUNCIL
AGENDA ITEM 6C**

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: March 8, 2021

TOPIC: Consider Resolution No. 21-19, Declaring Public Health and Safety Nuisance at 6367 Ware Road and Ordering Abatement

VOTE REQUIRED: 3/5

INTRODUCTION

Staff is requesting council consideration to declare a public health and safety nuisance at 6367 Ware Road and order the abatement of the nuisance.

BACKGROUND

The property, located at 6367 Ware Road, has been the subject of several complaints over the past three years for exterior storage of refuse, discarded appliances, junk vehicles and other debris. The property owner has been cited several times for non compliance with City Code sections 901.01(1), 901.02(5), 901.03(11), 901.03 (13), 901.03 (18), and 901.03(19). These have led to his conviction of criminal charges for the property violations in three court cases. An additional probationary hearing is scheduled at the end of the month. Neither the citations nor convictions have resulted in the removal of the nuisance conditions.

The property owner was issued an abatement order, as provided for in City Code Section 903.04(2), on February 5, 2021 and provided 20 days to bring the property in compliance. The owner was also provided the opportunity to appeal the Oder for Abatement. The deadline for removing the items and/or filing an appeal was February 26, 2021. No request was filed with the City. City staff completed an inspection of the property on March 1, 2021 and found the property is in violation of the above reference city code requirements.

Accordingly, staff is seeking City Council action to declare the property a public health and safety nuisance, authorize staff to take all necessary steps to abatement the nuisance and assess all costs for the same to the property. The City Attorney will seek an administrative warrant and summary abatement order from a court. All costs associated with the removal and will be assessed to the property and certified to the County Auditor for collection with the property pursuant to 903.04(3) of the City Code.

The owner has been notified of the City Council's consideration of this item.

RECOMMENDATION

Staff is recommending approval of Resolution No. 21-19.

ATTACHMENTS

1. Resolution No. 21-19
2. Photos of 6367 Ware Road

CITY OF LINO LAKES

RESOLUTION NO. 21-19

**RESOLUTION DECLARING A PUBLIC HEALTH AND SAFETY NUISANCE
AT 6367 WARE ROAD, LINO LAKES, MN AND ORDERING ABATEMENT**

WHEREAS, multiple inspections have been conducted at 6367 Ware Road, Lino Lakes, MN (the “Property”), which have found refuse, debris, discarded appliances, machinery, junk vehicles, lumber, wood, and other items on the exterior of the Property; and

WHEREAS, property records indicate that the Property is owned by Benjamin and Jennifer Hadash; and

WHEREAS, staff has found that the conditions on the property constitute public health and safety nuisances pursuant to City Code sections 901.01(1), 901.02(5), 901.03(11), 901.03 (13), 901.03 (18), and 901.03(19); and

WHEREAS, the City has authority to abate public nuisances pursuant to City Code sections 901.04 and 903.01-06; and

WHEREAS, staff has ordered the Property owners to remove the nuisance conditions from the Property on numerous occasions; and

WHEREAS, since 2018, Benjamin Hadash has been cited thirteen (13) times for violations of City Code relating to the Property; and

WHEREAS, Benjamin Hadash has been convicted of criminal charges for Property violations in three court cases: 02-CR-18-7431; 02-CR-19-3205; and 02-CR-20-2607; and

WHEREAS, despite the orders, citations, and criminal convictions, the Property owners have failed to remove the nuisance conditions and remedy the code violations on the Property; and

WHEREAS, on February 5, 2021, the City sent a letter to the Property owners via certified mail that provided notice of the violations and stated that if the nuisance conditions were not removed from the Property within 20 days, the City would proceed with abatement and assess all costs for the same to the Property; and

WHEREAS, on March 1, 2021, staff inspected the Property and found that the nuisance conditions and Code violations still remain; and

WHEREAS, the City Council finds that it is reasonably necessary, proper, and convenient, and in the interest of the public health, public safety, and general welfare of the citizens of the City that the nuisance conditions and Code violations on the Property be abated through any and all appropriate legal processes.

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

1. The Property, located at 6367 Ware Road, Lino Lakes, MN is hereby declared to constitute a public health and safety nuisance.
2. The conditions on the Property, including the refuse, debris, discarded appliances, machinery, junk vehicles, lumber, wood, and other items on the exterior of the Property, constitute nuisances and are a threat to the health, safety, and general welfare of the community of the City.
3. City staff, City consultants, and the law firm of Rupp, Anderson, Squires & Waldspurger are authorized and directed to take all steps necessary on behalf of the City to fulfill the purposes of this resolution and to take all appropriate legal action to abate the nuisance conditions and other code violations on the Property, including but not limited to obtaining an administrative warrant and summary abatement order from a court; and
4. All costs of abatement, including but not limited to attorneys' fees, court costs, and the costs to clean, remove, dispose, and/or store items of refuse or personal property shall be assessed to the Property and certified to the County Auditor for collection with property taxes pursuant to 903.04(3) of the City Code.

Adopted by the Council of the City of Lino Lakes this 8th day of March, 2021.

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

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

6367 Ware Road
Photos

