

EXPANDED AGENDA



CITY COUNCIL AGENDA

Monday, April 12, 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 were no comments.
- Setting the Agenda: Addition or Deletion of Agenda Items
The agenda was approved as presented.

1. CONSENT AGENDA

- A) Consideration of Expenditures:
 - i) April 12, 2021 (Check No. 114087 through 114188) in the Amount of \$ 765,531.74
 - B) Consider Approval of March 22, 2021 Work Session Minutes
 - C) Consider Approval of March 22, 2021 Council Meeting Minutes
 - D) Consider Approval of March 18, 2021 Special Work Session Minutes
 - E) Consider Approval of March 30, 2021 Special Council Meeting Minutes
 - F) Consider Approval of Easy CIP Annual License Invoice, Hannah Lynch
- Action Taken: Motion by Lyden, seconded by Ruhland, to approve Consent Agenda Items 1A through 1F as presented, was adopted**

2. FINANCE DEPARTMENT REPORT

None

3. ADMINISTRATION DEPARTMENT REPORT

- A) Consider Appointment of Public Safety Investigative Assistant, Meg Sawyer

Action Taken: Motion by Ruhland, seconded by Cavegn, to approve the appointment of Tanya Schaaf, was adopted

- B) ~~Consider Approval of Communications Positions, Meg Sawyer/Sarah Cotton~~

4. PUBLIC SAFETY DEPARTMENT REPORT

None

5. PUBLIC SERVICES DEPARTMENT REPORT

- A) Consider Resolution No. 21-32, Awarding Contract For Hard Court Facility at Birch Street and Centerville Road, Rick DeGardner

Action Taken: Motion by Stoesz, seconded by Ruhland, to approve Resolution No. 21-32 as presented, was adopted; Lyden and Cavegn voted nay

- B) Consider Resolution No. 21-29, Accepting Quote and Awarding Contract, 2021 Trail Maintenance Project, Diane Hanke

Action Taken: Motion by Lyden, seconded by Cavegn, to approve Resolution No. 21-29 as presented, was adopted

6. COMMUNITY DEVELOPMENT REPORT

- A) Watermark 4th Addition, Katie Larsen

- i. Consider Resolution No. 21-20 Approving PUD Final Plan/Final Plat

Action Taken: Motion by Stoesz, seconded by Ruhland, to approve Resolution No. 21-20 as presented, was adopted

- ii. Consider Resolution No. 21-21 Approving Development Agreement and Planned Unit Development Agreement

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

- iii. Consider Resolution No. 21-25 Approving City Park Operations and Maintenance and Stormwater Re-Use Agreement

Action Taken: Motion by Stoesz, seconded by Ruhland, to approve Resolution No. 21-25 with an amendment to the agreement to indicate that municipal irrigation regulations will apply when the pond is down two feet, was adopted

- iv. Consider Resolution No. 21-26 Approving Stormwater Re-Use Agreement

- v. **Action Taken: Motion by Stoesz, seconded by Ruhland, to approve Resolution No. 21-26 with an amendment to the agreement to indicate that municipal irrigation regulations will apply when the pond is down two feet, was adopted**

- B) Consider Resolution No. 21-30 Approving Consent to Environmental Covenant and Easement, Lino Lakes Mini Storage, Diane Hanke

Action Taken: Motion by Stoesz, seconded by Ruhland, to approve Resolution No. 21-30 as presented, was adopted

C) Drainage and Utility Easement Vacation, Diane Hankee

- i. Consider 2nd Reading of Ordinance No. 02-21, Vacating Drainage and Utility Easement Lot 1, Block 4, Mar Don Acres

Action Taken: Motion by Cavegn, seconded by Lyden, to approve the 2nd Reading and Passage of Ordinance No. 02-21 as presented, was adopted; Yeas, 5; Nays none

- ii. Consider Resolution No. 21-31, Approving Summary Publication of Ordinance No. 02-21

Action Taken: Motion by Lyden, seconded by Cavegn, to approve Resolution No. 21-31 as presented, was adopted

7. UNFINISHED BUSINESS

Update on Blue Heron Days Parade discussions

8. NEW BUSINESS

None

Adjournment

Motion by Ruhland, seconded by Stoesz, to adjourn at 7:20 p.m., was adopted

Community Calendar – A Look Ahead

April 12, 2021 through April 26, 2021

 Wednesday, April 14	6:30 pm, Zoom	Planning & Zoning Board
 Monday, April 26	6:00 pm, Council Chambers	Council Work Session
 Monday, April 26	6:30 pm, Council Chambers	City Council Meeting



Expenditures

April 12, 2021

Check #114087 to #114188

\$765,531.74



Expenditures

April 12, 2021

Check #114087 to #114188

\$765,531.74

Accounts Payable

Check Detail

User: katie.christofferson
Printed: 04/07/2021 - 10:45AM



Check Number	Check Date	Check Description	Amount
2 - 1st Choice Document Destruction			
114093	04/12/2021		
	Inv 21-2039	March Recycling - 3400 pounds of paper	600.00
114093 Total:			600.00
2 - 1st Choice Document Destruction Total:			600.00
1743 - Acclaim Painting			
114094	04/12/2021		
	Inv 3/26/2021	Employee Wellness - Paint workout room	980.00
114094 Total:			980.00
1743 - Acclaim Painting Total:			980.00
13 - AFLAC 101-000-2040-000			
114095	04/12/2021		
	Inv 915378	March Insurance Premium	232.74
114095 Total:			232.74
13 - AFLAC Total:			232.74
14 - AFSCME Council #5 101-000-2040-000			
114089	04/02/2021	PR Batch 00002.04.2021 Union Dues A	
	Inv	PR Batch 00002.04.2021 Union Dues AFSCME PR Batch 00002.04.2021 Union Dues AFSCME	419.76
114089 Total:			419.76
14 - AFSCME Council #5 Total:			419.76
970 - Anoka County Fire Protection Council			
114096	04/12/2021		
	Inv 188	Anoka County PSDS, Special Rescue Team c	14,092.00
114096 Total:			14,092.00
970 - Anoka County Fire Protection Council Total:			14,092.00
44 - Anoka County Treasury Office			

Check Number	Check Date	Check Description	Amount
114097	04/12/2021		
Inv AR017541	Housing Controls		363.00
Inv AR017542	Replacement battery		106.50
Inv AR017543	Replacement Microphone		99.75
Inv AR017550	February 2021 Language Line		33.99
Inv B210317L	Site 117 April CAC Fiber		225.00
114097 Total:			828.24
44 - Anoka County Treasury Office Total:			828.24
1674 - Aramark Uniform & Career Apparel Group, Inc.			
114098	04/12/2021		
Inv 1005007347	Towels		100.14
Inv 1005012646	Mats		185.95
Inv 1005014611	Mats		221.71
114098 Total:			507.80
1674 - Aramark Uniform & Career Apparel Group, Inc. Total:			507.80
UB*00085 - ARMSTRONG, JESSICA			
114099	04/12/2021		
Inv	Refund Check 017942-000, 6669 BLUE HERO		13.98
114099 Total:			13.98
UB*00085 - ARMSTRONG, JESSICA Total:			13.98
54 - Aspen Mills, Inc.			
114100	04/12/2021		
Inv 270711	New Hire Uniform Allowance		355.50
Inv 270737	Uniform Allowance - D. Thill		24.80
Inv 270929	Uniform Allowance - A. Halverson		45.70
Inv 271313	Uniform Allowance - R. Strub		18.00
Inv 271480	Uniform Allowance - D. Thill		196.30
114100 Total:			640.30
54 - Aspen Mills, Inc. Total:			640.30
55 - Auto Nation Ford White Bear Lake			
114101	04/12/2021		
Inv 31288	Socket assembly #393		205.15
Inv 36695	Door Mirror Drive Motor #382		38.01
114101 Total:			243.16
55 - Auto Nation Ford White Bear Lake Total:			243.16
69 - Batteries Plus Bulbs			

Check Number	Check Date	Check Description	Amount
114102	04/12/2021		
Inv P38058736	Batteries - Qty 6 - 6V		139.50
114102 Total:			139.50
69 - Batteries Plus Bulbs Total:			139.50
1737 - Bergeson, John & Diane			
114103	04/12/2021		
Inv 3/26/2021	SAC Refund - 6996 W Shadow LkDr		2,485.00
114103 Total:			2,485.00
1737 - Bergeson, John & Diane Total:			2,485.00
85 - Bluetarp Financial, Inc.			
114104	04/12/2021		
Inv 0361059532	Impact Driver Set		37.98
114104 Total:			37.98
85 - Bluetarp Financial, Inc. Total:			37.98
864 - Boulder Contracting LLC			
114105	04/12/2021		
Inv 2019-01821	Escrow Release - 2148 DogwoodSt		4,400.00
114105 Total:			4,400.00
864 - Boulder Contracting LLC Total:			4,400.00
113 - Centennial Fire District			
114106	04/12/2021		
Inv 10-259	Emergency Medical Training - B. Byrne &		2,225.00
114106 Total:			2,225.00
113 - Centennial Fire District Total:			2,225.00
115 - Centennial Utilities			
114107	04/12/2021		
Inv 125	1st Qtr 2021 Sewer & Water charges		638.02
114107 Total:			638.02
115 - Centennial Utilities Total:			638.02
117 - Central Pension Fund 101-000-2040-000			
114087	03/19/2021	March 2021	
Inv March 2021	March 2021 March 2021		4,992.00

Check Number	Check Date	Check Description	Amount
114087 Total:			4,992.00
117 - Central Pension Fund Total:			4,992.00
121 - CenturyLink 101-432-4321-503			
114108	04/12/2021		
Inv 3/10/21		Phone Fire Protection Equipment	187.55
114108 Total:			187.55
121 - CenturyLink Total:			187.55
122 - CES Imaging 101-432-4410-503			
114109	04/12/2021		
Inv INV125193		Scanner Plotter Maintenance &supplies	97.85
114109 Total:			97.85
122 - CES Imaging Total:			97.85
127 - Circle Pines Post Office			
114092	04/02/2021		
Inv 4/2/2021		UB Postage	658.72
114092 Total:			658.72
127 - Circle Pines Post Office Total:			658.72
1278 - Core & Main LP			
114110	04/12/2021		
Inv N598882		Meters	4,153.76
Inv N683946		Sensus Command	601.74
Inv N869580		Meters	2,597.24
114110 Total:			7,352.74
1278 - Core & Main LP Total:			7,352.74
167 - Dalco, Inc.			
114111	04/12/2021		
Inv 3722605		Refund Purell floor stand	-220.00
Inv 3733858		Foam hand wash	248.12
Inv 3754600		Toilet tissue and garbage bags	408.97
114111 Total:			437.09
167 - Dalco, Inc. Total:			437.09
1738 - Davis, Nathan & Jessica			

Check Number	Check Date	Check Description	Amount
114112	04/12/2021		
	Inv 3/26/21	SAC Refund - 6999 W Shadow LkDr	2,485.00
114112 Total:			2,485.00
1738 - Davis, Nathan & Jessica Total:			2,485.00
1261 - Dell Marketing LP			
114113	04/12/2021		
	Inv 10473305041	Computer & docking stations -M. Sawyer	1,614.04
	Inv 10473660638	Computer & monitor - L. Chapman	670.32
114113 Total:			2,284.36
1261 - Dell Marketing LP Total:			2,284.36
175 - Delta Dental of Minnesota			
114114	04/12/2021	150	
	Inv April 2021	180 Dental Insurance Premiums	4,106.21
114114 Total:			4,106.21
175 - Delta Dental of Minnesota Total:			4,106.21
187 - Earl F. Andersen			
114115	04/12/2021		
	Inv 0125708-IN	No Outlet Sign - Rolling Hills Dr	189.43
	Inv 0125938-IN	Ash Street Sign	151.90
114115 Total:			341.33
187 - Earl F. Andersen Total:			341.33
192 - Emergency Apparatus Maintenance			
114116	04/12/2021		
	Inv 115956	NFPA Pump Test #620	265.00
	Inv 115957	Service EAM Pump, Inspection,Oil filter	1,322.96
	Inv 115960	Service PPV Fan, Rescue Tool,Aerial rec	1,435.64
114116 Total:			3,023.60
192 - Emergency Apparatus Maintenance Total:			3,023.60
202 - Evenson, Neil 101-416-4331-000			
114117	04/12/2021		
	Inv Q12021	1st Qtr 2021 P&Z Stipend	225.00
114117 Total:			225.00
202 - Evenson, Neil Total:			225.00

Check Number	Check Date	Check Description	Amount
1741 - Exercise Guys			
114118	04/12/2021		
	Inv 16235	Employee Wellness - Treadmill	3,299.00
114118 Total:			3,299.00
1741 - Exercise Guys Total:			3,299.00
204 - Factory Motor Parts Company			
114119	04/12/2021		
	Inv 159-047405	Battery Core Credits	-141.00
	Inv 159-047695	Brake Lining #607	78.09
	Inv 159-047923	Battery #525	124.64
	Inv 159-047929	Battery Core Return	-11.00
	Inv 159-048018	Battery Warranty Replacement	-99.98
	Inv 159-048062	Guide Pin #382	11.08
	Inv 159-048152	Battery Warranty Replacement	-124.64
	Inv 1-6823531	Police Brake Rotors	437.52
114119 Total:			274.71
204 - Factory Motor Parts Company Total:			274.71
210 - Ferguson Waterworks #2518			
114120	04/12/2021		
	Inv 0470019	Water service tap supplies	120.78
114120 Total:			120.78
210 - Ferguson Waterworks #2518 Total:			120.78
1458 - Fidelity Security Life Insurance Co. 101-000-2048-000			
114121	04/12/2021		
	Inv 164748150	April Vision Insurance	95.52
114121 Total:			95.52
1458 - Fidelity Security Life Insurance Co. Total:			95.52
216 - First Advantage Occ.			
114122	04/12/2021		
	Inv 2506432102	Annual Enrollment - L. Chapman	34.19
114122 Total:			34.19
216 - First Advantage Occ. Total:			34.19
225 - Frattallone's/Circle Pines Ace			
114123	04/12/2021		
	Inv 074462/G	Gallon Ziploc Bags	13.87

Check Number	Check Date	Check Description	Amount
114123 Total:			13.87
225 - Frattallone's/Circle Pines Ace Total:			13.87
233 - GDO Law 101-414-4303-000			
114124	04/12/2021	Inv 6169 April Prosecutor Contract	8,500.00
114124 Total:			8,500.00
233 - GDO Law Total:			8,500.00
902 - Gooder, Clark J. 101-450-4331-000			
114125	04/12/2021	Inv Q12021 1st Qtr 2021 Park Board Stipend	75.00
114125 Total:			75.00
902 - Gooder, Clark J. Total:			75.00
258 - H&L Mesabi Company			
114126	04/12/2021	Inv 08125 Plow vehicle cutting edges	1,326.50
114126 Total:			1,326.50
258 - H&L Mesabi Company Total:			1,326.50
1222 - Haworth, Abby 101-450-4331-000			
114127	04/12/2021	Inv Q12021 1st Qtr 2021 Park Board Stipend	75.00
114127 Total:			75.00
1222 - Haworth, Abby Total:			75.00
1735 - Henderson, Timothy & Kristen			
114128	04/12/2021	Inv 3/26/2021 SAC Refund - 6987 W Shadow LkDr	2,485.00
114128 Total:			2,485.00
1735 - Henderson, Timothy & Kristen Total:			2,485.00
1740 - Hokkanen, Mark & Lisa			
114129	04/12/2021	Inv 3/26/2021 SAC Refund - 7006 W Shadow LkDr	2,485.00
114129 Total:			2,485.00

Check Number	Check Date	Check Description	Amount
1740 - Hokkanen, Mark & Lisa Total:			2,485.00
297 - Huelman, Patrick H. 101-450-4331-000			
114130	04/12/2021		
Inv Q12021	1st Qtr 2021	Park Board Stipend	100.00
114130 Total:			100.00
297 - Huelman, Patrick H. Total:			100.00
298 - Hugo Equipment Company			
114131	04/12/2021		
Inv 164886		Chainsaw parts	34.49
Inv 165077		Chainsaw parts	54.96
Inv 165130		Chainsaw parts	38.08
114131 Total:			127.53
298 - Hugo Equipment Company Total:			127.53
304 - Hydraulics Plus & Consulting			
114132	04/12/2021		
Inv 14054		New hoses for Bobcat Toolcat snow blower	248.50
114132 Total:			248.50
304 - Hydraulics Plus & Consulting Total:			248.50
1177 - Innovative Office Solutions LLC			
114133	04/12/2021		
Inv IN3285938		Toner and ink	142.50
Inv IN3296341		Ink and report covers	96.84
114133 Total:			239.34
1177 - Innovative Office Solutions LLC Total:			239.34
312 - International Union 101-000-2040-000			
114090	04/02/2021	PR Batch 00002.04.2021 Union Dues 4	
Inv	PR Batch 00002.04.2021	Union Dues 49ers PR Batch 00002.04.2021 Union Dues 49ers	560.00
114090 Total:			560.00
312 - International Union Total:			560.00
313 - Interstate Power Systems, Inc.			
114134	04/12/2021		
Inv R001173166:01		Towable Generator	953.15

Check Number	Check Date	Check Description	Amount
114134 Total:			953.15
313 - Interstate Power Systems, Inc. Total:			953.15
1697 - Isaac Sports Group, LLC			
114135	04/12/2021		
Inv 1006		Analysis of Rec Center Feasibility Study	7,200.00
114135 Total:			7,200.00
1697 - Isaac Sports Group, LLC Total:			7,200.00
1717 - Jacon, LLC			
114136	04/12/2021		
Inv 013084-000-4		2020 NE Drainage Area Improvements	464,484.92
114136 Total:			464,484.92
1717 - Jacon, LLC Total:			464,484.92
326 - Jensen, Richard 101-450-4331-000			
114137	04/12/2021		
Inv Q12021		1st Qtr 2021 Park Board Stipend	75.00
114137 Total:			75.00
326 - Jensen, Richard Total:			75.00
757 - Jimmy's Johnnys 101-450-4410-000			
114138	04/12/2021		
Inv 179488		Toilet Rental - City Hall Park	60.00
Inv 179489		Toilet Rental - Sunrise Park	60.00
Inv 179490		Toilet Rental & Tip over clean - Birch P	80.00
Inv 179491		Toilet Rental - Lino Park	60.00
114138 Total:			260.00
757 - Jimmy's Johnnys Total:			260.00
1732 - Johnson, Donald & Kathryn			
114139	04/12/2021		
Inv 3/26/2021		SAC Refund - 6855 W Shadow LkDr	2,485.00
114139 Total:			2,485.00
1732 - Johnson, Donald & Kathryn Total:			2,485.00
338 - Kennedy & Graven, Chartered			
114140	04/12/2021		

Check Number	Check Date	Check Description	Amount
Inv 159810	Transfer of YMCA to City		1,279.75
Inv 159945	Lino Lakes Officer 299A Claim		96.75
114140 Total:			1,376.50
338 - Kennedy & Graven, Chartered Total:			1,376.50
1744 - Kone Chicago			
114141	04/12/2021		
Inv 959818043	Phone Monitoring Service		1,680.00
114141 Total:			1,680.00
1744 - Kone Chicago Total:			1,680.00
1745 - Kusterman, William			
114142	04/12/2021		
Inv Q12021	1st Qtr 2021 Park Board Stipend		75.00
114142 Total:			75.00
1745 - Kusterman, William Total:			75.00
356 - Laden, Perry 101-416-4331-000			
114143	04/12/2021		
Inv Q12021	1st Qtr 2021 P&Z Stipend		225.00
114143 Total:			225.00
356 - Laden, Perry Total:			225.00
1224 - Lano Equipment			
114144	04/12/2021		
Inv 02-804774	Bobcat Toolcat Repair		786.78
114144 Total:			786.78
1224 - Lano Equipment Total:			786.78
365 - Law Enforcement Labor Services 101-000-2040-000			
114091	04/02/2021	PR Batch 00002.04.2021 Union Dues L	
Inv	PR Batch 00002.04.2021 Union Dues LELS	PR Batch 00002.04.2021 Union Dues LELS	1,333.50
114091 Total:			1,333.50
365 - Law Enforcement Labor Services Total:			1,333.50
381 - Lincoln National Life Ins Co			
114145	04/12/2021	105	
Inv April 2021	135 Disability Insurance Premiums		1,418.81

Check Number	Check Date	Check Description	Amount
114145 Total:			1,418.81
114146	04/12/2021	190	
	Inv April 2021	210 Life Insurance Premiums	1,350.90
114146 Total:			1,350.90
381 - Lincoln National Life Ins Co Total:			2,769.71
394 - Macqueen Equipment, Inc.			
114147	04/12/2021		
	Inv P33094	Side brooms for sweeper	1,971.34
	Inv P33333	Sewer claw	234.00
114147 Total:			2,205.34
394 - Macqueen Equipment, Inc. Total:			2,205.34
399 - Mansfield Oil Company 101-431-4212-000			
114148	04/12/2021		
	Inv 22263587	Gasoline	5,131.64
	Inv 22263620	Diesel	1,888.33
114148 Total:			7,019.97
399 - Mansfield Oil Company Total:			7,019.97
1668 - Marsden Bldg Maintenance, LLC			
114149	04/12/2021		
	Inv 338934	Janitorial Services	3,856.00
	Inv 338935	Janitorial Services	1,044.60
	Inv 338936	Janitorial Services	631.58
	Inv 3389367	Janitorial Services	691.82
114149 Total:			6,224.00
1668 - Marsden Bldg Maintenance, LLC Total:			6,224.00
416 - Medica			
114150	04/12/2021	194	
	Inv April 2021	250 Health Insurance Premiums	46,967.75
114150 Total:			46,967.75
416 - Medica Total:			46,967.75
418 - Menards - Forest Lake			
114151	04/12/2021		
	Inv 52070	Paint Tax	1.99
	Inv 57212	Thermocouple	6.39

Check Number	Check Date	Check Description	Amount
Inv 58434	No Trespassing Signs		6.73
114151 Total:			15.11
418 - Menards - Forest Lake Total:			15.11
421 - Metro Sales Incorporated			
114152	04/12/2021		
Inv INV1779394	Coper Maintenance Contract Ricoh/MP C307		275.57
114152 Total:			275.57
421 - Metro Sales Incorporated Total:			275.57
1036 - Minnesota Petroleum Service			
114153	04/12/2021		
Inv 0000086804	Fuel Dispense Repair		313.75
114153 Total:			313.75
1036 - Minnesota Petroleum Service Total:			313.75
450 - MN Department of Health			
114154	04/12/2021		
Inv Q12021	1st Qtr 2021 Water ConnectionFee		12,323.00
114154 Total:			12,323.00
450 - MN Department of Health Total:			12,323.00
455 - MN Metro North Tourism Board 101-415-4900-000			
114155	04/12/2021		
Inv 3/1/2021	February 2021 Tourism Tax		1,886.00
114155 Total:			1,886.00
455 - MN Metro North Tourism Board Total:			1,886.00
477 - NAC Mechanical & Electrical			
114156	04/12/2021		
Inv 179721	Boiler Repair		280.50
114156 Total:			280.50
477 - NAC Mechanical & Electrical Total:			280.50
480 - NCPERS Group Life Insurance 101-000-2040-000			
114088	03/19/2021	March 2021 Life Insurance Premiums	
Inv March 2021	March 2021 Life Insurance Premiums	March 2021 Life Insurance Premiums	240.00

Check Number	Check Date	Check Description	Amount
114088 Total:			240.00
480 - NCPERS Group Life Insurance Total:			240.00
490 - Nordlund, John 101-450-4331-000			
114157	04/12/2021		
	Inv Q12021	1st Qtr 2021 Park Board Stipend	75.00
114157 Total:			75.00
490 - Nordlund, John Total:			75.00
500 - Nystrom Publishing Company			
114158	04/12/2021		
	Inv 44020	Spring/Summer Newsletter - 20pages	5,045.13
114158 Total:			5,045.13
500 - Nystrom Publishing Company Total:			5,045.13
509 - O'Reilly Automotive Stores			
114159	04/12/2021		
	Inv 5914-146627	Battery Core Return	-18.00
	Inv 5914-147351	Light bulb	7.74
	Inv 5914-152180	Oil Filter #508	6.59
	Inv 5914-152792	Light Bulb	5.24
	Inv 5914-153395	Pin Boot Kit & brake lubricant	25.73
114159 Total:			27.30
509 - O'Reilly Automotive Stores Total:			27.30
511 - Otter Lake Animal Care Center			
114160	04/12/2021		
	Inv 211606	Argos procedure	370.44
114160 Total:			370.44
511 - Otter Lake Animal Care Center Total:			370.44
546 - Pomp's Tire Service, Inc.			
114161	04/12/2021		
	Inv 150139939	Replaced 4 tires #607	732.80
	Inv 150139944	Valve stem replacement and tire balancin	118.00
114161 Total:			850.80
546 - Pomp's Tire Service, Inc. Total:			850.80

Check Number	Check Date	Check Description	Amount
552 - Press Publications, Inc.			
114162	04/12/2021		
Inv 695401		Public Hearing - 7869 Meadow View Trail	112.64
114162 Total:			112.64
552 - Press Publications, Inc. Total:			112.64
1736 - Puskas, Charles & Susan			
114163	04/12/2021		
Inv 3/26/2021		SAC Refund - 6994 W Shadow LkDr	2,485.00
114163 Total:			2,485.00
1736 - Puskas, Charles & Susan Total:			2,485.00
1742 - Rachio Inc			
114164	04/12/2021		
Inv 358017		100 Irrigation Controllers	18,999.00
114164 Total:			18,999.00
1742 - Rachio Inc Total:			18,999.00
1044 - Reinert, Jeffrey A.			
114165	04/12/2021		
Inv Q12021		1st Qtr 2021 P&Z Stipend	225.00
114165 Total:			225.00
1044 - Reinert, Jeffrey A. Total:			225.00
571 - Republic Services #899 101-432-4384-503			
114166	04/12/2021		
Inv 0899-003705557		April Organics City Hall	143.58
114166 Total:			143.58
571 - Republic Services #899 Total:			143.58
582 - Root, Michael 101-416-4331-000			
114167	04/12/2021		
Inv 4/12/2021		1st Qtr 2021 P&Z Stipend	225.00
114167 Total:			225.00
582 - Root, Michael Total:			225.00
1410 - Rupp, Anderson, Squires & Waldspurger, P.A.			
114168	04/12/2021		

Check Number	Check Date	Check Description	Amount
Inv 12561		Watermark 4th Addition Legal	2,690.40
114168 Total:			2,690.40
1410 - Rupp, Anderson, Squires & Waldspurger, P.A. Total:			2,690.40
587 - Safe-Fast, Inc.			
114169	04/12/2021		
Inv INV243300		Disposable gloves	51.90
114169 Total:			51.90
587 - Safe-Fast, Inc. Total:			51.90
1746 - SCR			
114170	04/12/2021		
Inv W63907		HVAC controls software setup	1,055.99
114170 Total:			1,055.99
1746 - SCR Total:			1,055.99
1734 - Sever, John			
114171	04/12/2021		
Inv 3/26/2021		SAC Refund - 6892 W Shadow LkDr	2,485.00
114171 Total:			2,485.00
1734 - Sever, John Total:			2,485.00
1593 - Shred-it, c/o Stericycle, Inc.			
114172	04/12/2021		
Inv 8181617598		Document Destruction	84.71
114172 Total:			84.71
1593 - Shred-it, c/o Stericycle, Inc. Total:			84.71
1733 - Stanton, Mary Ellen			
114173	04/12/2021		
Inv 3/26/2021		SAC Refund - 6856 W Shadow LkDr	2,485.00
114173 Total:			2,485.00
1733 - Stanton, Mary Ellen Total:			2,485.00
634 - Staples Business Credit			
114174	04/12/2021		
Inv 1633479702		Post-it notes and notepads	58.84

Check Number	Check Date	Check Description	Amount
114174 Total:			58.84
634 - Staples Business Credit Total:			58.84
1731 - Stern, Jamie			
114175	04/12/2021		
	Inv 3/30/2021	SAC Refund - 6820 W Shadow LkDr	2,485.00
114175 Total:			2,485.00
1731 - Stern, Jamie Total:			2,485.00
645 - Streicher's, Inc.			
114176	04/12/2021		
	Inv 1488659	Uniform Allowance - N. Hamann	162.99
	Inv 1488948	MFF Gear	171.37
	Inv 1489037	MFF Gear	5.40
	Inv 1489038	MFF Gear	103.40
	Inv 1489039	MFF Gear	5.40
	Inv 1489041	MFF Gear	183.79
	Inv 1489042	MFF Gear	108.80
	Inv 1489043	MFF Gear	5.40
	Inv 1490497	MFF Gear	54.00
	Inv 1490499	MFF Gear	54.00
	Inv 1490503	MFF Gear	54.00
	Inv 1490505	MFF Gear	54.00
114176 Total:			962.55
645 - Streicher's, Inc. Total:			962.55
655 - TASC - Client Invoices			
114177	04/12/2021		
	Inv IN1984825	February Admin Fees	53.60
114177 Total:			53.60
655 - TASC - Client Invoices Total:			53.60
1739 - Toole, Sharon			
114178	04/12/2021		
	Inv 3/26/2021	SAC Refund - 7002 W Shadow LkDr	2,485.00
114178 Total:			2,485.00
1739 - Toole, Sharon Total:			2,485.00
670 - Tralle, Paul 101-416-4331-000			
114179	04/12/2021		
	Inv Q12021	1st Qtr 2021 P&Z Stipend	300.00

Check Number	Check Date	Check Description	Amount
114179 Total:			300.00
670 - Tralle, Paul Total:			300.00
1476 - Traut Companies			
114180	04/12/2021		
Inv 334991	Annual pump checks		770.00
114180 Total:			770.00
1476 - Traut Companies Total:			770.00
1094 - Truax Patient Services			
114181	04/12/2021		
Inv 1400	Narcan 4mg Nasal Spray - 2pk - Grant Rei		750.00
114181 Total:			750.00
1094 - Truax Patient Services Total:			750.00
681 - Twin Cities Transport & Recovery			
114182	04/12/2021		
Inv 21-0316-39977	Tow Charge - ICR#21054736		85.00
Inv 21-0327-41370	Tow Charge - ICR#21063684		85.00
114182 Total:			170.00
681 - Twin Cities Transport & Recovery Total:			170.00
1633 - Vojtech, Nathan 101-416-4331-000			
114183	04/12/2021		
Inv Q12021	1st Qtr 2021 P&Z Board Stipend		225.00
114183 Total:			225.00
1633 - Vojtech, Nathan Total:			225.00
729 - Winnick Supply, Inc.			
114184	04/12/2021		
Inv 426955	Toilet repair		28.20
114184 Total:			28.20
729 - Winnick Supply, Inc. Total:			28.20
1718 - Wipperfurth, Isaac			
114185	04/12/2021		
Inv Q12021	1st Qtr 2021 P&Z Board Stipend		150.00

Check Number	Check Date	Check Description	Amount
114185 Total:			150.00
1718 - Wipperfurth, Isaac Total:			150.00
733 - WSB & Associates, Inc.			
114186	04/12/2021		
Inv 0-002029-633-19	February	Saddle Club 2nd Addition	574.00
Inv 0-002988-530-25	February	Saddle Club 3rd Addition	328.00
Inv 0-002988-560-32	February	Saddle Club 4th Addition	672.50
Inv R-011560-000-15	February	Main Street Shoppes 2nd Additio	246.00
Inv R-012365-000-25	February	Lyngblomsten Senior Housing	1,910.75
Inv R-012443-000-30	February	Watermark 1st Addition	291.50
Inv R-012469-000-28	February	Eastside Villas	106.25
Inv R-013084-000-26	February	NE Lino Lakes NE Drainage Impro	15,269.25
Inv R-013091-000-28	February	Water Tower No. 3	355.50
Inv R-014757-000-18	February	Watermark 2nd Addition	410.00
Inv R-015306-000-15	February	Nadeau Acres	516.25
Inv R-015601-000-9	February	MS4 Services	365.50
Inv R-015628-000-13	February	Watermark 3rd Addition	1,714.50
Inv R-015935-000-11	February	2020 Surface Water Maintenance	703.00
Inv R-016665-000-7	February	Lift Station Standard Specifica	577.50
Inv R-017006-000-5	February	2021 Street Improvement Project	6,126.50
Inv R-017210-000-3	February	77th Street Feasibility Report	468.00
Inv R-017363-000-3	February	Watermark 4th Addition	3,319.50
Inv R-017371-000-2	February	2021 General Engineering Servic	7,400.00
Inv R-017372-000-2	February	7869 Meadow View Trail	1,141.50
Inv R-017373-000-2	February	2021 Private UtilityPermits	574.00
Inv R-017374-000-2	February	2021 GPS/GIS Miscellaneous Assi	1,581.00
Inv R-017381-000-2	February	2021 Update Lino Lakes Standard	1,767.00
Inv R-017464-000-2	February	SWAMP	8,293.00
Inv R-017505-000-1	February	2021 Surface Water Maintenance	304.00
Inv R-017518-000-2	February	Storm Water Utility	4,642.00
Inv R-017598-000-1	February	2021 DataLink Maintenance	3,600.00
Inv R-017644-000-1	February	2021 Special Economic Developme	1,654.00
114186 Total:			64,911.00
733 - WSB & Associates, Inc. Total:			64,911.00
734 - Xcel Energy			
114187	04/12/2021	110	
Inv March 2021-1	110	Electric-Street Lights	4,103.79
Inv March 2021-2	124	Electric-Civic Complex	11,551.45
114187 Total:			15,655.24
734 - Xcel Energy Total:			15,655.24
1239 - YTS Companies LLC			
114188	04/12/2021		
Inv 23838	6	Trees removed - 12th Ave & White Oak R	1,950.00
Inv 23875		Tree removal - Lois Lane	975.00

Check Number	Check Date	Check Description	Amount
114188 Total:			2,925.00
1239 - YTS Companies LLC Total:			2,925.00
Total:			765,531.74

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
4/12/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description	
AFLAC	101-000	101-000-2040-000	232.74	114095	March Insurance Premium	
AFSCME Council #5	101-000	101-000-2040-000	419.76	114089	PR Batch 00002.04.2021 Union Dues AFSCME	
Central Pension Fund	101-000	101-000-2040-000	4,992.00	114087		Mar-21
Delta Dental of Minnesota	101-000	101-000-2040-000	595.48	114114	Dental Insurance Premiums	
Fidelity Security Life Insurance Co.	101-000	101-000-2040-000	-0.30	114121	April Vision Insurance	
International Union	101-000	101-000-2040-000	560.00	114090	PR Batch 00002.04.2021 Union Dues 49ers	
Law Enforcement Labor Services	101-000	101-000-2040-000	1,333.50	114091	PR Batch 00002.04.2021 Union Dues LELS	
Lincoln National Life Ins Co	101-000	101-000-2040-000	1,121.11	114146	Life Insurance Premiums	
Lincoln National Life Ins Co	101-000	101-000-2040-000	83.40	114146	Life Insurance Premiums	
Medica	101-000	101-000-2040-000	3,003.77	114150	Health Insurance Premiums	
NCPERS Group Life Insurance	101-000	101-000-2040-000	240.00	114088	March 2021 Life Insurance Premiums	
Medica	101-000	101-000-2041-000	8,091.38	114150	Health Insurance Premiums	
Delta Dental of Minnesota	101-000	101-000-2044-000	1,173.76	114114	Dental Insurance Premiums	
Fidelity Security Life Insurance Co.	101-000	101-000-2048-000	95.82	114121	April Vision Insurance	
Bergeson John & Diane	101-000	101-000-2120-000	2,485.00	114103	SAC Refund - 6996 W Shadow Lk Dr	
Davis Nathan & Jessica	101-000	101-000-2120-000	2,485.00	114112	SAC Refund - 6999 W Shadow Lk Dr	
Henderson Timothy & Kristen	101-000	101-000-2120-000	2,485.00	114128	SAC Refund - 6987 W Shadow Lk Dr	
Hokkanen Mark & Lisa	101-000	101-000-2120-000	2,485.00	114129	SAC Refund - 7006 W Shadow Lk Dr	
Johnson Donald & Kathryn	101-000	101-000-2120-000	2,485.00	114139	SAC Refund - 6855 W Shadow Lk Dr	
Puskas Charles & Susan	101-000	101-000-2120-000	2,485.00	114163	SAC Refund - 6994 W Shadow Lk Dr	
Sever John	101-000	101-000-2120-000	2,485.00	114171	SAC Refund - 6892 W Shadow Lk Dr	
Stanton Mary Ellen	101-000	101-000-2120-000	2,485.00	114173	SAC Refund - 6856 W Shadow Lk Dr	
Stern Jamie	101-000	101-000-2120-000	2,485.00	114175	SAC Refund - 6820 W Shadow Lk Dr	
Toole Sharon	101-000	101-000-2120-000	2,485.00	114178	SAC Refund - 7002 W Shadow Lk Dr	
Lincoln National Life Ins Co	101-000	101-000-3416-000	0.14	114146	Life Insurance Premiums	
	101-000 Total		46,792.56			
Nystrom Publishing Company	101-401	101-401-4343-000	5,045.13	114158	Spring/Summer Newsletter - 20 pages	
	101-401 Total		5,045.13			
Medica	101-402	101-402-4131-000	538.42	114150	Health Insurance Premiums	
Lincoln National Life Ins Co	101-402	101-402-4133-000	96.35	114145	Disability Insurance Premiums	
Lincoln National Life Ins Co	101-402	101-402-4133-000	9.00	114146	Life Insurance Premiums	
Delta Dental of Minnesota	101-402	101-402-4134-000	89.89	114114	Dental Insurance Premiums	
First Advantage Occ.	101-402	101-402-4300-000	34.19	114122	Annual Enrollment - L. Chapman	
Kennedy & Graven Chartered	101-402	101-402-4310-000	96.75	114140	Lino Lakes Officer 299A Claim	
Shred-it c/o Stericycle Inc.	101-402	101-402-4410-000	28.23	114172	Document Destruction	
TASC - Client Invoices	101-402	101-402-4410-000	53.60	114177	February Admin Fees	
	101-402 Total		946.43			
Medica	101-407	101-407-4131-000	2,066.40	114150	Health Insurance Premiums	
Lincoln National Life Ins Co	101-407	101-407-4133-000	66.07	114145	Disability Insurance Premiums	
Lincoln National Life Ins Co	101-407	101-407-4133-000	6.98	114146	Life Insurance Premiums	
Delta Dental of Minnesota	101-407	101-407-4134-000	101.11	114114	Dental Insurance Premiums	
	101-407 Total		2,240.56			
Rupp Anderson Squires & Waldspurger P.A.	101-414	101-414-4301-000	1,248.40	114168	Miscellaneous Legal	
GDO Law	101-414	101-414-4303-000	8,500.00	114124	April Prosecutor Contract	
	101-414 Total		9,748.40			
Isaac Sports Group LLC	101-415	101-415-4300-000	7,200.00	114135	Analysis of Rec Center Feasibility Study	
Kennedy & Graven Chartered	101-415	101-415-4300-000	1,279.75	114140	Transfer of YMCA to City	
WSB & Associates Inc.	101-415	101-415-4300-000	1,654.00	114186	February 2021 Special Economic Development Projects	
MN Metro North Tourism Board	101-415	101-415-4900-000	1,886.00	114155	February 2021 Tourism Tax	
	101-415 Total		12,019.75			
Medica	101-416	101-416-4131-000	538.43	114150	Health Insurance Premiums	
Lincoln National Life Ins Co	101-416	101-416-4133-000	25.84	114145	Disability Insurance Premiums	
Lincoln National Life Ins Co	101-416	101-416-4133-000	2.25	114146	Life Insurance Premiums	
Delta Dental of Minnesota	101-416	101-416-4134-000	44.94	114114	Dental Insurance Premiums	
Rupp Anderson Squires & Waldspurger P.A.	101-416	101-416-4300-000	560.00	114168	Miscellaneous Legal	
Evenson Neil	101-416	101-416-4331-000	225.00	114117	1st Qtr 2021 P&Z Stipend	
Laden Perry	101-416	101-416-4331-000	225.00	114143	1st Qtr 2021 P&Z Stipend	
Reinert Jeffrey A.	101-416	101-416-4331-000	225.00	114165	1st Qtr 2021 P&Z Stipend	
Root Michael	101-416	101-416-4331-000	225.00	114167	1st Qtr 2021 P&Z Stipend	
Tralle Paul	101-416	101-416-4331-000	300.00	114179	1st Qtr 2021 P&Z Stipend	
Vojtech Nathan	101-416	101-416-4331-000	225.00	114183	1st Qtr 2021 P&Z Board Stipend	
Wipperfurth Isaac	101-416	101-416-4331-000	150.00	114185	1st Qtr 2021 P&Z Board Stipend	



AP Checks by Account Number 4/12/2021 City Council Meeting

Vendor	Fund/Dept	Account	Amount	Check #	Description
	101-416 Total		2,746.46		
WSB & Associates Inc.	101-417	101-417-4300-000	1,767.00	114186	February 2021 Update Lino Lakes Standard Specifications
WSB & Associates Inc.	101-417	101-417-4300-000	468.00	114186	February 77th Street Feasibility Report Amendment
WSB & Associates Inc.	101-417	101-417-4300-000	574.00	114186	February 2021 Private Utility Permits
WSB & Associates Inc.	101-417	101-417-4410-000	5,180.00	114186	February 2021 General Engineering Services
	101-417 Total		7,989.00		
Medica	101-418	101-418-4131-000	538.42	114150	Health Insurance Premiums
Lincoln National Life Ins Co	101-418	101-418-4133-000	43.59	114145	Disability Insurance Premiums
Lincoln National Life Ins Co	101-418	101-418-4133-000	4.50	114146	Life Insurance Premiums
Delta Dental of Minnesota	101-418	101-418-4134-000	44.94	114114	Dental Insurance Premiums
WSB & Associates Inc.	101-418	101-418-4300-000	3,600.00	114186	February 2021 DataLink Maintenance
	101-418 Total		4,231.45		
Medica	101-420	101-420-4131-000	20,399.33	114150	Health Insurance Premiums
Lincoln National Life Ins Co	101-420	101-420-4133-000	654.01	114145	Disability Insurance Premiums
Lincoln National Life Ins Co	101-420	101-420-4133-000	64.23	114146	Life Insurance Premiums
Delta Dental of Minnesota	101-420	101-420-4134-000	1,103.32	114114	Dental Insurance Premiums
Innovative Office Solutions LLC	101-420	101-420-4200-000	96.84	114133	Ink and report covers
Innovative Office Solutions LLC	101-420	101-420-4200-000	142.50	114133	Toner and ink
Staples Business Credit	101-420	101-420-4200-000	58.84	114174	Post-it notes and notepads
Truax Patient Services	101-420	101-420-4211-000	750.00	114181	Narcan 4mg Nasal Spray - 2pk - Grant Reimbursed
Anoka County Treasury Office	101-420	101-420-4240-000	106.50	114097	Replacement battery
Anoka County Treasury Office	101-420	101-420-4240-000	99.75	114097	Replacement Microphone
Anoka County Treasury Office	101-420	101-420-4240-000	363.00	114097	Housing Controls
Anoka County Treasury Office	101-420	101-420-4300-000	33.99	114097	February 2021 Language Line
Aspen Mills Inc.	101-420	101-420-4370-000	196.30	114100	Uniform Allowance - D. Thill
Aspen Mills Inc.	101-420	101-420-4370-000	24.80	114100	Uniform Allowance - D. Thill
Aspen Mills Inc.	101-420	101-420-4370-000	45.70	114100	Uniform Allowance - A. Halverson
Aspen Mills Inc.	101-420	101-420-4370-000	18.00	114100	Uniform Allowance - R. Strub
Streicher's Inc.	101-420	101-420-4370-000	162.99	114176	Uniform Allowance - N. Hamann
Xcel Energy	101-420	101-420-4381-000	3.61	114187	Electric-Police
Shred-it c/o Stericycle Inc.	101-420	101-420-4410-000	56.48	114172	Document Destruction
	101-420 Total		24,380.19		
Medica	101-421	101-421-4131-000	1,313.91	114150	Health Insurance Premiums
Lincoln National Life Ins Co	101-421	101-421-4133-000	51.17	114145	Disability Insurance Premiums
Lincoln National Life Ins Co	101-421	101-421-4133-000	4.40	114146	Life Insurance Premiums
Delta Dental of Minnesota	101-421	101-421-4134-000	65.16	114114	Dental Insurance Premiums
Centennial Fire District	101-421	101-421-4330-000	2,225.00	114106	Emergency Medical Training - B. Byrne & N. Clausen
Aspen Mills Inc.	101-421	101-421-4370-000	355.50	114100	New Hire Uniform Allowance
Anoka County Fire Protection Council	101-421	101-421-4410-000	14,092.00	114096	Anoka County PSDS Special Rescue Team cost Audit Fee
Emergency Apparatus Maintenance	101-421	101-421-4410-000	265.00	114116	NFPA Pump Test #620
	101-421 Total		18,372.14		
Medica	101-422	101-422-4131-000	1,680.97	114150	Health Insurance Premiums
Lincoln National Life Ins Co	101-422	101-422-4133-000	76.13	114145	Disability Insurance Premiums
Lincoln National Life Ins Co	101-422	101-422-4133-000	7.87	114146	Life Insurance Premiums
Delta Dental of Minnesota	101-422	101-422-4134-000	89.88	114114	Dental Insurance Premiums
	101-422 Total		1,854.85		
Medica	101-430	101-430-4131-000	2,699.36	114150	Health Insurance Premiums
Lincoln National Life Ins Co	101-430	101-430-4133-000	119.31	114145	Disability Insurance Premiums
Lincoln National Life Ins Co	101-430	101-430-4133-000	14.06	114146	Life Insurance Premiums
Delta Dental of Minnesota	101-430	101-430-4134-000	191.01	114114	Dental Insurance Premiums
H&L Mesabi Company	101-430	101-430-4211-000	1,326.50	114126	Plow vehicle cutting edges
Macquene Equipment Inc.	101-430	101-430-4211-000	1,971.34	114147	Side brooms for sweeper
Safe-Fast Inc.	101-430	101-430-4211-000	51.90	114169	Disposable gloves
Earl F. Andersen	101-430	101-430-4223-000	151.90	114115	Ash Street Sign
Earl F. Andersen	101-430	101-430-4223-000	189.43	114115	No Outlet Sign - Rolling Hills Dr
Menards - Forest Lake	101-430	101-430-4223-000	6.73	114151	No Trespassing Signs
Xcel Energy	101-430	101-430-4385-000	4,103.79	114187	Electric-Street Lights
Xcel Energy	101-430	101-430-4385-000	603.10	114187	Electric-Street Lights
	101-430 Total		11,428.43		
Medica	101-431	101-431-4131-000	1,084.08	114150	Health Insurance Premiums
Lincoln National Life Ins Co	101-431	101-431-4133-000	42.83	114145	Disability Insurance Premiums
Lincoln National Life Ins Co	101-431	101-431-4133-000	4.95	114146	Life Insurance Premiums



**AP Checks by Account Number
4/12/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
Delta Dental of Minnesota	101-431	101-431-4134-000	98.88	114114	Dental Insurance Premiums
Aramark Uniform & Career Apparel Group Inc.	101-431	101-431-4211-000	100.14	114098	Towels
Mansfield Oil Company	101-431	101-431-4212-000	1,888.33	114148	Diesel
Mansfield Oil Company	101-431	101-431-4212-000	5,131.64	114148	Gasoline
Auto Nation Ford White Bear Lake	101-431	101-431-4221-000	205.15	114101	Socket assembly #393
Auto Nation Ford White Bear Lake	101-431	101-431-4221-000	38.01	114101	Door Mirror Drive Motor #382
Factory Motor Parts Company	101-431	101-431-4221-000	-11.00	114119	Battery Core Return
Factory Motor Parts Company	101-431	101-431-4221-000	124.64	114119	Battery #525
Factory Motor Parts Company	101-431	101-431-4221-000	11.08	114119	Guide Pin #382
Factory Motor Parts Company	101-431	101-431-4221-000	-124.64	114119	Battery Warranty Replacement
Factory Motor Parts Company	101-431	101-431-4221-000	437.52	114119	Police Brake Rotors
Factory Motor Parts Company	101-431	101-431-4221-000	78.09	114119	Brake Lining #607
Factory Motor Parts Company	101-431	101-431-4221-000	-141.00	114119	Battery Core Credits
Factory Motor Parts Company	101-431	101-431-4221-000	-99.98	114119	Battery Warranty Replacement
Hugo Equipment Company	101-431	101-431-4221-000	34.49	114131	Chainsaw parts
Hugo Equipment Company	101-431	101-431-4221-000	54.96	114131	Chainsaw parts
Hydraulics Plus & Consulting	101-431	101-431-4221-000	248.50	114132	New hoses for Bobcat Toolcat snow blower attachment
O'Reilly Automotive Stores	101-431	101-431-4221-000	-18.00	114159	Battery Core Return
O'Reilly Automotive Stores	101-431	101-431-4221-000	25.73	114159	Pin Boot Kit & brake lubricant
O'Reilly Automotive Stores	101-431	101-431-4221-000	7.74	114159	Light bulb
O'Reilly Automotive Stores	101-431	101-431-4221-000	6.59	114159	Oil Filter #508
O'Reilly Automotive Stores	101-431	101-431-4221-000	5.24	114159	Light Bulb
Lano Equipment	101-431	101-431-4300-000	786.78	114144	Bobcat Toolcat Repair
Minnesota Petroleum Service	101-431	101-431-4300-000	313.75	114153	Fuel Dispense Repair
Pomp's Tire Service Inc.	101-431	101-431-4300-000	732.80	114161	Replaced 4 tires #607
Pomp's Tire Service Inc.	101-431	101-431-4300-000	118.00	114161	Valve stem replacement and tire balancing #503
Emergency Apparatus Maintenance	101-431	101-431-4410-000	1,435.64	114116	Service PPV Fan Rescue Tool Aerial recommendations #611
Emergency Apparatus Maintenance	101-431	101-431-4410-000	1,322.96	114116	Service EAM Pump Inspection Oil filter Fuel filter Oil #620
101-431 Total			13,943.90		
Dalco Inc.	101-432	101-432-4211-000	-220.00	114111	Refund Purell floor stand
Dalco Inc.	101-432	101-432-4211-000	248.12	114111	Foam hand wash
Dalco Inc.	101-432	101-432-4211-000	408.97	114111	Toilet tissue and garbage bags
Frattallone's/Circle Pines Ace	101-432	101-432-4211-503	13.87	114123	Gallon Ziploc Bags
Menards - Forest Lake	101-432	101-432-4211-503	1.99	114151	Paint Tax
Anoka County Treasury Office	101-432	101-432-4300-500	75.00	114097	Site 115 April CAC Fiber
Anoka County Treasury Office	101-432	101-432-4300-501	75.00	114097	Site 116 April CAC Fiber
NAC Mechanical & Electrical	101-432	101-432-4300-502	280.50	114156	Boiler Repair
Anoka County Treasury Office	101-432	101-432-4300-503	75.00	114097	Site 117 April CAC Fiber
CenturyLink	101-432	101-432-4321-503	59.36	114108	Phone Fire Protection Equipment
Xcel Energy	101-432	101-432-4381-501	549.43	114187	Electric-Fire Station #1
Xcel Energy	101-432	101-432-4381-502	1,158.18	114187	Electric-Fire Station #2
Xcel Energy	101-432	101-432-4381-503	4,586.23	114187	Electric-Civic Complex
Republic Services #899	101-432	101-432-4384-503	143.58	114166	April Organics City Hall
CES Imaging	101-432	101-432-4410-000	97.85	114109	Scanner Plotter Maintenance & supplies
Marsden Bldg Maintenance LLC	101-432	101-432-4410-500	1,044.60	114149	Janitorial Services
Metro Sales Incorporated	101-432	101-432-4410-500	82.22	114152	Coper Maintenance Contract Ricoh/MP C307 Color Copier
Aramark Uniform & Career Apparel Group Inc.	101-432	101-432-4410-501	185.95	114098	Mats
Aramark Uniform & Career Apparel Group Inc.	101-432	101-432-4410-501	221.71	114098	Mats
Marsden Bldg Maintenance LLC	101-432	101-432-4410-501	631.58	114149	Janitorial Services
Marsden Bldg Maintenance LLC	101-432	101-432-4410-502	691.82	114149	Janitorial Services
Marsden Bldg Maintenance LLC	101-432	101-432-4410-503	3,856.00	114149	Janitorial Services
Metro Sales Incorporated	101-432	101-432-4410-503	193.35	114152	Coper Maintenance Contract Ricoh/MP 6002SP & Ricoh/MP C3504
101-432 Total			14,460.31		
Medica	101-450	101-450-4131-000	1,453.75	114150	Health Insurance Premiums
Lincoln National Life Ins Co	101-450	101-450-4133-000	99.27	114145	Disability Insurance Premiums
Lincoln National Life Ins Co	101-450	101-450-4133-000	11.13	114146	Life Insurance Premiums
Delta Dental of Minnesota	101-450	101-450-4134-000	177.52	114114	Dental Insurance Premiums
Hugo Equipment Company	101-450	101-450-4211-000	38.08	114131	Chainsaw parts
Gooder Clark J.	101-450	101-450-4331-000	75.00	114125	1st Qtr 2021 Park Board Stipend
Haworth Abby	101-450	101-450-4331-000	75.00	114127	1st Qtr 2021 Park Board Stipend
Huelman Patrick H.	101-450	101-450-4331-000	100.00	114130	1st Qtr 2021 Park Board Stipend
Jensen Richard	101-450	101-450-4331-000	75.00	114137	1st Qtr 2021 Park Board Stipend



**AP Checks by Account Number
4/12/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
Kusterman William	101-450	101-450-4331-000	75.00	114142	1st Qtr 2021 Park Board Stipend
Nordlund John	101-450	101-450-4331-000	75.00	114157	1st Qtr 2021 Park Board Stipend
Xcel Energy	101-450	101-450-4381-000	324.02	114187	Electric-Parks
Jimmy's Johnnys	101-450	101-450-4410-000	60.00	114138	Toilet Rental - Sunrise Park
Jimmy's Johnnys	101-450	101-450-4410-000	60.00	114138	Toilet Rental - Lino Park
Jimmy's Johnnys	101-450	101-450-4410-000	60.00	114138	Toilet Rental - City Hall Park
Jimmy's Johnnys	101-450	101-450-4410-000	80.00	114138	Toilet Rental & Tip over clean - Birch Park
101-450 Total			2,838.77		
Medica	101-461	101-461-4131-000	201.91	114150	Health Insurance Premiums
Lincoln National Life Ins Co	101-461	101-461-4133-000	8.19	114145	Disability Insurance Premiums
Lincoln National Life Ins Co	101-461	101-461-4133-000	0.85	114146	Life Insurance Premiums
Delta Dental of Minnesota	101-461	101-461-4134-000	16.85	114114	Dental Insurance Premiums
101-461 Total			227.80		
Medica	101-462	101-462-4131-000	134.61	114150	Health Insurance Premiums
Lincoln National Life Ins Co	101-462	101-462-4133-000	5.46	114145	Disability Insurance Premiums
Lincoln National Life Ins Co	101-462	101-462-4133-000	0.56	114146	Life Insurance Premiums
Delta Dental of Minnesota	101-462	101-462-4134-000	11.24	114114	Dental Insurance Premiums
1st Choice Document Destruction	101-462	101-462-4410-000	600.00	114093	March Recycling - 3400 pounds of paper
101-462 Total			751.87		
Medica	101-463	101-463-4131-000	201.91	114150	Health Insurance Premiums
Lincoln National Life Ins Co	101-463	101-463-4133-000	8.19	114145	Disability Insurance Premiums
Lincoln National Life Ins Co	101-463	101-463-4133-000	0.84	114146	Life Insurance Premiums
Delta Dental of Minnesota	101-463	101-463-4134-000	16.85	114114	Dental Insurance Premiums
YTS Companies LLC	101-463	101-463-4410-000	975.00	114188	Tree removal - Lois Lane
101-463 Total			1,202.79		
Batteries Plus Bulbs	202-451	202-451-4211-000	139.50	114102	Batteries - Qty 6 - 6V
Winnick Supply Inc.	202-451	202-451-4211-000	28.20	114184	Toilet repair
CenturyLink	202-451	202-451-4321-000	128.19	114108	Phone Fire Protection Equipment
Xcel Energy	202-451	202-451-4381-000	295.27	114187	
Kone Chicago	202-451	202-451-4410-000	1,680.00	114141	Phone Monitoring Service
SCR	202-451	202-451-4410-000	1,055.99	114170	HVAC controls software setup
202-451 Total			3,327.15		
Acclaim Painting	207-420	207-420-4300-000	980.00	114094	Employee Wellness - Paint workout room
Twin Cities Transport & Recovery	207-420	207-420-4300-000	85.00	114182	Tow Charge - ICR#21063684
Twin Cities Transport & Recovery	207-420	207-420-4300-000	85.00	114182	Tow Charge - ICR#21054736
Exercise Guys	207-420	207-420-5000-000	3,299.00	114118	Employee Wellness - Treadmill
207-420 Total			4,449.00		
Streicher's Inc.	210-420	210-420-4240-000	108.80	114176	MFF Gear
Streicher's Inc.	210-420	210-420-4240-000	171.37	114176	MFF Gear
Streicher's Inc.	210-420	210-420-4240-000	5.40	114176	MFF Gear
Streicher's Inc.	210-420	210-420-4240-000	54.00	114176	MFF Gear
Streicher's Inc.	210-420	210-420-4240-000	5.40	114176	MFF Gear
Streicher's Inc.	210-420	210-420-4240-000	103.40	114176	MFF Gear
Streicher's Inc.	210-420	210-420-4240-000	54.00	114176	MFF Gear
Streicher's Inc.	210-420	210-420-4240-000	54.00	114176	MFF Gear
Streicher's Inc.	210-420	210-420-4240-000	54.00	114176	MFF Gear
Streicher's Inc.	210-420	210-420-4240-000	5.40	114176	MFF Gear
Streicher's Inc.	210-420	210-420-4240-000	183.79	114176	MFF Gear
210-420 Total			799.56		
Otter Lake Animal Care Center	211-420	211-420-4300-000	370.44	114160	Argos procedure
211-420 Total			370.44		
Dell Marketing LP	403-402	403-402-4240-000	1,614.04	114113	Computer & docking stations - M. Sawyer
403-402 Total			1,614.04		
ARMSTRONG JESSICA	406-000	406-000-2020-000	1.78	114099	Refund Check 017942-000 6669 BLUE HERON DR
406-000 Total			1.78		
WSB & Associates Inc.	406-499	406-499-4304-127	355.50	114186	February Water Tower No. 3
406-499 Total			355.50		
WSB & Associates Inc.	421-499	421-499-4304-137	6,126.50	114186	February 2021 Street Improvement Projects
421-499 Total			6,126.50		
Rupp Anderson Squires & Waldspurger P.A.	422-499	422-499-4301-125	432.00	114168	NE Drainage Area Phase I
WSB & Associates Inc.	422-499	422-499-4304-000	4,642.00	114186	February Storm Water Utility
WSB & Associates Inc.	422-499	422-499-4304-000	365.50	114186	February MS4 Services



**AP Checks by Account Number
4/12/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
WSB & Associates Inc.	422-499	422-499-4304-125	15,269.25	114186	February NE Lino Lakes NE Drainage Improvement Project
Jacon LLC	422-499	422-499-4400-125	464,484.92	114136	2020 NE Drainage Area Improvements
	422-499 Total		485,193.67		
WSB & Associates Inc.	424-499	424-499-4304-000	304.00	114186	February 2021 Surface Water Maintenance Project
WSB & Associates Inc.	424-499	424-499-4304-000	8,293.00	114186	February SWAMP
WSB & Associates Inc.	424-499	424-499-4304-000	703.00	114186	February 2020 Surface Water Maintenance Project
	424-499 Total		9,300.00		
YTS Companies LLC	425-499	425-499-4410-134	1,950.00	114188	6 Trees removed - 12th Ave & White Oak Rd
	425-499 Total		1,950.00		
ARMSTRONG JESSICA	601-000	601-000-2020-000	0.43	114099	Refund Check 017942-000 6669 BLUE HERON DR
ARMSTRONG JESSICA	601-000	601-000-2020-000	1.87	114099	Refund Check 017942-000 6669 BLUE HERON DR
MN Department of Health	601-000	601-000-2140-000	12,323.00	114154	1st Qtr 2021 Water Connection Fee
	601-000 Total		12,325.30		
Medica	601-494	601-494-4131-000	1,510.54	114150	Health Insurance Premiums
Lincoln National Life Ins Co	601-494	601-494-4133-000	61.20	114145	Disability Insurance Premiums
Lincoln National Life Ins Co	601-494	601-494-4133-000	7.29	114146	Life Insurance Premiums
Delta Dental of Minnesota	601-494	601-494-4134-000	142.69	114114	Dental Insurance Premiums
Dell Marketing LP	601-494	601-494-4200-000	335.16	114113	Computer & monitor - L. Chapman
Core & Main LP	601-494	601-494-4211-000	601.74	114110	Sensus Command
Ferguson Waterworks #2518	601-494	601-494-4211-000	120.78	114120	Water service tap supplies
Menards - Forest Lake	601-494	601-494-4211-000	6.39	114151	Thermocouple
Core & Main LP	601-494	601-494-4215-000	2,597.24	114110	Meters
Core & Main LP	601-494	601-494-4215-000	4,153.76	114110	Meters
Rachio Inc	601-494	601-494-4216-000	18,999.00	114164	100 Irrigation Controllers
Bluetarp Financial Inc.	601-494	601-494-4240-000	37.98	114104	Impact Driver Set
Interstate Power Systems Inc.	601-494	601-494-4300-000	476.57	114134	Towable Generator
Traut Companies	601-494	601-494-4300-000	770.00	114180	Annual pump checks
WSB & Associates Inc.	601-494	601-494-4304-000	790.50	114186	February 2021 GPS/GIS Miscellaneous Assistance
WSB & Associates Inc.	601-494	601-494-4304-000	1,110.00	114186	February 2021 General Engineering Services
Circle Pines Post Office	601-494	601-494-4322-000	329.36	114092	UB Postage
Xcel Energy	601-494	601-494-4381-000	2,203.15	114187	Electric-Water
Centennial Utilities	601-494	601-494-4382-000	408.70	114107	1st Qtr 2021 Sewer & Water charges
	601-494 Total		34,662.05		
ARMSTRONG JESSICA	602-000	602-000-2020-000	9.90	114099	Refund Check 017942-000 6669 BLUE HERON DR
	602-000 Total		9.90		
Medica	602-495	602-495-4131-000	1,510.56	114150	Health Insurance Premiums
Lincoln National Life Ins Co	602-495	602-495-4133-000	61.20	114145	Disability Insurance Premiums
Lincoln National Life Ins Co	602-495	602-495-4133-000	7.34	114146	Life Insurance Premiums
Delta Dental of Minnesota	602-495	602-495-4134-000	142.69	114114	Dental Insurance Premiums
Dell Marketing LP	602-495	602-495-4200-000	335.16	114113	Computer & monitor - L. Chapman
Macqueen Equipment Inc.	602-495	602-495-4240-000	234.00	114147	Sewer claw
Interstate Power Systems Inc.	602-495	602-495-4300-000	476.58	114134	Towable Generator
WSB & Associates Inc.	602-495	602-495-4304-000	577.50	114186	February Lift Station Standard Specification
WSB & Associates Inc.	602-495	602-495-4304-000	1,110.00	114186	February 2021 General Engineering Services
WSB & Associates Inc.	602-495	602-495-4304-000	790.50	114186	February 2021 GPS/GIS Miscellaneous Assistance
Circle Pines Post Office	602-495	602-495-4322-000	329.36	114092	UB Postage
Xcel Energy	602-495	602-495-4381-000	1,828.46	114187	Electric-Sewer
Centennial Utilities	602-495	602-495-4382-000	229.32	114107	1st Qtr 2021 Sewer & Water charges
	602-495 Total		7,632.67		
Press Publications Inc.	801-000	801-000-2300-000	112.64	114162	Public Hearing - 7869 Meadow View Trail
Rupp Anderson Squires & Waldspurger P.A.	801-000	801-000-2300-000	450.00	114168	Watermark 4th Addition Legal
WSB & Associates Inc.	801-000	801-000-2300-000	849.00	114186	February Bald Eagle Addition
WSB & Associates Inc.	801-000	801-000-2300-000	1,910.75	114186	February Lyngblomsten Senior Housing
WSB & Associates Inc.	801-000	801-000-2300-000	292.50	114186	February 7869 Meadow View Trail
WSB & Associates Inc.	801-000	801-000-2300-000	3,319.50	114186	February Watermark 4th Addition
WSB & Associates Inc.	801-000	801-000-2302-102	106.25	114186	February Eastside Villas
WSB & Associates Inc.	801-000	801-000-2316-102	574.00	114186	February Saddle Club 2nd Addition
Boulder Contracting LLC	801-000	801-000-2318-000	4,400.00	114105	Escrow Release - 2148 Dogwood St
WSB & Associates Inc.	801-000	801-000-2328-102	246.00	114186	February Main Street Shoppes 2nd Addition
WSB & Associates Inc.	801-000	801-000-2336-102	291.50	114186	February Watermark 1st Addition
WSB & Associates Inc.	801-000	801-000-2338-102	516.25	114186	February Nadeau Acres



**AP Checks by Account Number
4/12/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
WSB & Associates Inc.	801-000	801-000-2347-102	328.00	114186	February Saddle Club 3rd Addition
WSB & Associates Inc.	801-000	801-000-2355-102	1,714.50	114186	February Watermark 3rd Addition
WSB & Associates Inc.	801-000	801-000-2359-102	672.50	114186	February Saddle Club 4th Addition
WSB & Associates Inc.	801-000	801-000-2388-102	410.00	114186	February Watermark 2nd Addition
	801-000 Total		16,193.39		
	Grand Total		765,531.74		



Electronic Funds Transfer
MN Statute 471.38 Subd. 3

Council Meeting April 12, 2021

Transfer In/(Out)

3/26/2021 Wire to U.S. Bank - 4/1 Debt Service Payment	(241,093.75)
4/1/2021 HSA Bank ER Contribution	(5,999.85)
4/2/2021 Council #04 Payroll	(3,304.93)
4/2/2021 Council #04 Federal Deposit	(196.60)
4/2/2021 Council #04 PERA	(367.62)
4/2/2021 Council #04 State	(43.95)
4/2/2021 Payroll #07	(129,037.88)
4/2/2021 Payroll #07 Federal Deposit	(39,669.28)
4/2/2021 Payroll #07 PERA	(42,700.41)
4/2/2021 Payroll #07 State	(9,041.04)
4/2/2021 Payroll #07 Child Support	(276.29)
4/2/2021 Payroll #07 H.S.A. Bank Pretax	(3,198.18)
4/2/2021 Payroll #07 TASC Pretax	(749.96)
4/2/2021 Payroll #07 ICMA 457 Def. Comp #301596	(3,845.00)
4/2/2021 Payroll #07 ICMA Roth IRA #706155	(855.75)
4/2/2021 Payroll #07 MSRS HCSP #98946-01	(1,616.21)
4/2/2021 Payroll #07 MSRS Def. Comp #98945-01	(3,410.00)
4/2/2021 Payroll #07 MSRS Roth IRA #98945-01	(675.00)

CITY COUNCIL WORK SESSION

DRAFT

CITY OF LINO LAKES MINUTES

DATE : March 22, 2021
TIME STARTED : 6:00 p.m.
TIME ENDED : 6:25 p.m.
MEMBERS PRESENT : Council Member Stoesz, Lyden, Ruhland,
Cavegn and Mayor Rafferty
MEMBERS ABSENT : None

Staff members present: City Administrator Sarah Cotton; Community Development Director Michael Grochala; Director of Public Safety John Swenson; Public Services Director Rick DeGardner; City Engineer Diane Hankee; City Clerk Julie Bartell

1. Blue Heron Days – Councilmember Stoesz noted interest in having a Blue Heron Days event this year. In lieu of a festival centered at Lino Park, he’s requesting discussion of organizing a parade. He suggests setting up a committee to organize and he is volunteering his services. He’s aware of others in the community interested in serving also. There could be some staff time involved but volunteers leading the effort. He has discussed the matter with the League of Minnesota Cities and has learned that a COVID restriction compliance plan would be required. He is suspecting that other cities will be looking at parade possibilities.

Mayor Rafferty noted that he’s been hearing from community members who are anxious to get out. He likes the idea of a celebration but understands that it needs to be an appropriate situation. Another question arose about finding a site (city land adjacent to the freeway?) for blow up rides, etc. Councilmember Stoesz remarked that his interest is only in a parade.

Councilmember Cavegn asked staff to weigh in. Administrator Cotton noted that the current Minnesota Executive Order has strict requirements and she struggles to see how a parade fits into that. However she’s heard from some other cities that are planning events conditioned upon what restrictions are in place. She has spoken with Public Services Director DeGardner about the possibility of a parade and staff time necessary; there is no funding budgeted to staff an event but discussion can continue.

Public Safety Director Swenson noted that his department’s role is to review the special event details; in his experience there are generally City resources required to execute an event such as a parade. He also noted that there is a neighborhood that gets “shut off” if the road is closed and that’s an issue that would need to be addressed as part of moving forward; in the past staff has sought a solution through the Target property and that was found to have challenges including the approval necessary from Target Corporation and probably expenses that would have to be covered by the City.

CITY COUNCIL WORK SESSION

DRAFT

Councilmember Lyden noted that it would be hard for him to support event planning with an Executive Order saying that it isn't fully safe. He read a post from a person who had been vaccinated that outlined the impact that COVID 19 has had upon many people.

Mayor Rafferty remarked that he thinks Councilmember Stoesz is suggesting an event only if it is possible.

Councilmember Stoesz clarified that he'd like to go forward with the understanding that planning work can be done but the rules will be followed.

Councilmember Cavegn said he'd be open up to exploration of the possibility including possible costs to the City. Mayor Rafferty concurred adding that it would be an opportunity to address outstanding issues.

Councilmember Ruhland said he concurs with Cavegn and would like to have an exit strategy (conditional permission). He'd support looking at the possibility. Certainly before any City money is committed, the council needs to understand that.

The council concurred to move forward with an initial review. Councilmember Lyden suggested that Councilmember Stoesz should go forward with a private group and not utilize any City resources. The council will receive a report back at a future work session.

2. Review Regular Agenda of March 22, 2021 –There were no changes to the agenda.

The meeting was adjourned at 6:25 p.m.

These minutes were considered, corrected and approved at the regular Council meeting held on April 12, 2021.

Julianne Bartell, City Clerk

Rob Rafferty, Mayor

COUNCIL MINUTES

DRAFT

LINO LAKES CITY COUNCIL REGULAR MEETING MINUTES

DATE : March 22, 2021
TIME STARTED : 6:30 p.m.
TIME ENDED : 6:56 p.m.
MEMBERS PRESENT : Councilmember Stoesz, Lyden,
Ruhland, Cavegn and Mayor Rafferty
MEMBERS ABSENT :

Staff members present: City Administrator Sarah Cotton; Community Development Director Michael Grochala; Public Safety Director John Swenson; Public Services Director Rick DeGardner; City Engineer Diane Hankee; 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 1E as presented. Councilmember Lyden seconded the motion. Motion carried on a voice vote.

<u>ITEM</u>	<u>ACTION</u>
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Consideration of Expenditures:

A) March 22, 2021 (Check No. 114003 through 114086) in the Amount of \$618,647.46	Approved
B) Consider Approval of March 1, 2021 Council Work Session Minutes	Approved
C) Consider Approval of March 8, 2021 Council Works Session Minutes	Approved
D) Consider Approval of March 8, 2021 Council Minutes	Approved
E) Consider Resolution No. 21-24 Extending the Recording Date for the Final Plat of Natures Refuge	Approved

FINANCE DEPARTMENT REPORT

There was no report from the Finance Department.

ADMINISTRATION DEPARTMENT REPORT

There was no report from the Administration Department.

COUNCIL MINUTES

DRAFT

PUBLIC SAFETY DEPARTMENT REPORT

There was no report from the Public Safety Department.

PUBLIC SERVICES DEPARTMENT REPORT

There was no report from the Public Services Department.

COMMUNITY DEVELOPMENT REPORT

6A) Item 6A regarding Watermark 4th Addition was removed from the agenda by staff prior to the meeting.

6B) Consider Approval of Public Hearing Ordinance No. 02-21, Vacating right-of-Way and Drainage & Utility Easement Lot 1, Block 4, Mar Don Acres – City Engineer Hankee

Mayor Rafferty opened the public hearing.

There being no one present wishing to speak, the public hearing was closed.

Homeowner George Slater, 7869 Meadowview Trail, explained their request for a vacation. They have already been maintaining and utilizing the land and would like to make some improvements. He feels it's in line what's already occurring there. A surveyor recommended the vacation request. He also acknowledged the time and assistance of City Planner Katie Larsen.

Councilmember Cavegn moved to approve the 1st Reading of Ordinance No. 02-21 as presented.

Councilmember Ruhland seconded the motion. Motion carried on a voice vote.

6C) Consider Resolution 21-27, Authorize the Preparation of Plans and Specs, 2021 Street Maintenance Project – City Engineer Hankee reviewed her written report. As a continuation of the pavement management plan, staff is now looking to bid out a street maintenance project. She explained the type of work that would be included in a project. A map of the improvement locations was included in the staff report. In discussing the funding source, she noted that some of the funding comes to the City from developers and so some of the projects represent that.

Councilmember Stoesz asked if there will be WSB oversight and Ms. Hankee explained that it will be minimal (under \$5,000).

Councilmember Ruhland noted that Ash Street is listed but not noted on the map. Ms. Hankee explained it is an area on the edge of the City. Councilmember Ruhland asked if there is cost sharing and Ms. Hankee explained that there is an agreement in place with Ramsey County whereby they handle some improvements and the City handles this work.

Councilmember Lyden asked why the rejuvenator isn't continued further on Holly Drive? Ms. Hankee explained that the recommendations are based on pavement age and some portions are too old for the process.

Councilmember Stoesz asked if Centerville is cost sharing at all and staff reported being in contact with all adjacent jurisdictions as appropriate to discuss cost sharing. This action is only authorizing plans and specifications so some of the detail work is yet to be done.

Councilmember Lyden moved to approve Resolution No. 21-27 as presented. Councilmember Stoesz seconded the motion. Motion carried on a voice vote.

Ms. Hankee noted that staff will send notifications to all impacted neighborhoods to make people aware of what to expect.

COUNCIL MINUTES

DRAFT

UNFINISHED BUSINESS

Mayor Rafferty presented Christopher Lyden with a plaque thanking him for his services as a member of the Charter Commission for 11 years. Mr. Lyden said it's always an honor to serve the public.

NEW BUSINESS

There was no New Business.

COMMUNITY EVENTS

There were no events announced.

COMMUNITY CALENDAR

<i>Community Calendar – A Look Ahead</i>		
March 22, 2021 through April 12, 2021		
 Wednesday, March 31	6:30 pm, Zoom	Environmental Board
 Thursday, April 1	8:00 am, Zoom	EDAC
 Monday, April 5	6:00 pm, Council Chambers	Council Work Session
 Wednesday, April 7	6:30 pm, Zoom	Park Board
 Monday, April 12	6:00 pm, Council Chambers	Council Work Session
 Monday, April 12	6:30 pm, Council Chambers	City Council Meeting

ADJOURN

There being no further business, Councilmember Cavegn moved to adjourn at 6:56 p.m. Councilmember Ruhland seconded the motion. Motion carried on a voice vote.

These minutes were considered and approved at the regular Council Meeting on April 12, 2021.

Julianne Bartell, City Clerk

Rob Rafferty, Mayor

CITY COUNCIL WORK SESSION

DRAFT

CITY OF LINO LAKES MINUTES

DATE : March 18, 2021
TIME STARTED : 5:30 p.m.
TIME ENDED : 7:30 p.m.
MEMBERS PRESENT : Council Member Stoesz, (present on Zoom)
Lyden, Ruhland, Cavegn and Mayor Rafferty
MEMBERS ABSENT : None

Staff members present: City Administrator Sarah Cotton; Public Services Director Rick DeGardner; Finance Director Hannah Lynch; Community Development Director Michael Grochala; and City Clerk Julie Bartell

The council meeting was held in person and telephonically on the Zoom Meeting platform and as allowed by Minnesota Statutes 13D.021.

1. Preliminary Report – Recreation and Aquatic Center Feasibility Study, Isaac Sports Group –

Mayor Rafferty introduced the subject matter by explaining the situation surrounding the closure of the YMCA facility in the City.

Community Development Director Grochala explained that the City has taken ownership of the former YMCA facility and has engaged the Issacs Sports Group to look at the facility for future use. Isaac Sports Group will presenting their preliminary study findings. Mayor Rafferty noted that this is the council's first look at the information and the purpose of the meeting is to look and listen; questions will be from the council only and at the end of the presentation because again this is a preliminary discussion.

Stuart Isaac and Duane Proell were presenters. Mr. Isaacs reviewed a PowerPoint presentation that included information on the following:

- The Study Team;
- Process to Date;
- Evaluation of YMCA Programming;
- Evaluation of YMCA Membership Model;
- Challenges Faced by the YMCA;
- Goals and Opportunities for the Rec Center;
- Vision: Lino Lakes Recreation and Community Center;
- Management; Operating & Financial Goals;
- Management Model; City Managed Facility, Outsourced or Hybrid;
- City Managed Facility: Pros and Cons; Cost Projections; Financial Operating Analysis; Projected Budgets;
- Outsourced Facility Management: Pros and Cons;
- Hybrid Management: Pros and Cons; Program Examples; Financial Impact;

CITY COUNCIL WORK SESSION

DRAFT

- Programming: Active Adults and Seniors; Fitness; Aquatics; Special Needs; Swimming Safety; Sample Program;
- Future and Long Term Opportunities: Goals; Identification of Opportunities and Needs;
- Timelines: Workback Schedule from Re-Opening; Factors Affecting Timeline.

Councilmember Ruhland:

- How much was the membership at YMCA; *(\$71 single/\$132 Family/ some other options);*
- How many members pre-COVID?; *Information not available to share; but model provided used those figures and final report will include more membership data;*
- If the City kept similar price model, how many members would the City need to maintain?; *Noted 1,800 membership equating to approximately 5,000 individual members;*
- Time frame moving ahead?; *Based on partial capacity and without new programming;*
- Regarding the financial analysis for a City managed facility, yearly gross revenue noted and wonders what membership that is based on; *not based on capacity initially and probably less at the beginning than when the YMCA closed;*
- Hoping to see a financial breakdown on management company option and hybrid option; *working further with staff to ensure the vision as those figures are put together;*
- Will the final report include things like physical therapist services at a breakeven point; *that will be included and figures such as pool rental is already included.*

Councilmember Cavegn:

- Projections go out five years and he wonders if any expansion costs are included; *there are two separate analyses with the second being for expansion;*
- He is interested in looking at how long a subsidy would be necessary; *leasing equipment moves breakeven an entire year forward as an example;*
- In the work-back schedule, who does negotiations with programming partners; *they offer that type of service or the City may be able to do it with parameters they are providing;*
- Estimate on getting facility up and running; *the six month time frame from the City council pulling the trigger is doable;*
- Is there any opportunity for short term revenue in the meantime; *yes, something like the pool could be brought up and running without the whole facility running and could be available for specific uses or rental of space to private trainers;*
- Will there be a report to the council on the specifics of moving on current use opportunities; *will add to information forthcoming.*

Councilmember Ruhland:

- How many facilities did the YMCA close: *Information not available;*

Councilmember Lyden:

CITY COUNCIL WORK SESSION

DRAFT

- A vision will be very important in moving forward and he appreciates moving to a Rec Center model;
- Model will yet to be seen but the hybrid interests him;
- Is it realistic to think that an individual rate could be \$30 and family \$60; *would be a real challenge and would be significantly lower than any comparable facility, adding that they studied market rate but could look at membership to base charges;*
- The market is something like Planet Fitness, etc but he will withhold judgement; *there are elements that could allow the City to compete;*
- Use of land outside was noted and he sees potential there also; *they are committed to looking at overall site;*
- If the City does this, it must be done well in order to attract people and a communications element will be key; *marketing is included as a line item;*

Councilmember Stoesz:

- Will the final review include the costs being incurred today; *that will be included in final assessment;*
- Is event center a possibility supported by use of lodging tax; *investigation of that did not pan out well but they will continue to look;*
- Will the final report talk about competition with local businesses and perhaps how to be a partner; *looking at local fitness centers would be a question;*
- Do you see any reason not to open up the outside play facility; *question deferred to staff.*

Mayor Rafferty:

- Noted that there are cities and recreation needs surrounding Lino Lakes; in some cases cities are subsidizing facilities and some not but he sees possibility for partnerships;
- What is the term for leasing equipment; *variety of leases available based on your goals (to keep the latest and greatest or spread the cost); updated equipment is recommended;*
- Fees versus cost to operate, and ability to draw people, means this facility has to become unique (i.e. climbing wall, walking track) while also moving to open the doors as soon as possible;

Mayor Rafferty noted that the information is being provided and this is an exciting time for the City. There are opportunities to be studied.

Councilmember Ruhland:

- Would consultants be interested in hearing from citizens in an open forum or could staff work on getting feedback in some way from the community; Mayor responded that the current mission is to understand what is being presented; Administrator Cotton explained that staff has approached that question and now that the preliminary report is received, staff would intend to discuss further how to

CITY COUNCIL WORK SESSION

DRAFT

135 move forward including getting community feedback; *consultant added that they*
136 *have experience in the area and will have discussions with staff.*

137 Councilmember Stoesz:

- 138 - How about a partnership with a brand of equipment and they subsidize the
139 facility; *it's possible that there could be a relationship built with an equipment*
140 *group but it's clear that the virtual delivery of fitness programming is here to stay*
141 *and the current model of centers incorporates virtual services;*
- 142 - Could be an opportunity to draw in people who can't afford expensive services.

143
144 Administrator Cotton explained that staff will be working with the consultants in the
145 coming weeks including responding to questions raised by the council tonight.

146
147 Mayor Rafferty explained that this is a preliminary conversation and report and the
148 opportunity for further discussion lies ahead.

149
150 The meeting was adjourned at 7:30 p.m.

151
152 These minutes were considered, corrected and approved at the regular Council meeting held on
153 April 12, 2021.

154
155
156
157
158 _____
159 Julianne Bartell, City Clerk

Rob Rafferty, Mayor

COUNCIL MINUTES

DRAFT

LINO LAKES CITY COUNCIL SPECIAL MEETING MINUTES

DATE : March 30, 2021
TIME STARTED : 6:00 p.m.
TIME ENDED : 6:28 p.m.
MEMBERS PRESENT : Councilmember Stoesz, Lyden,
Ruhland, Cavegn and Mayor Rafferty
MEMBERS ABSENT : None

The council meeting was held telephonically on the Zoom Meeting platform and as allowed by Minnesota Statutes 13D.021.

Staff members present: City Administrator Sarah Cotton; Community Development Director Michael Grochala; City Clerk Julie Bartell

PUBLIC COMMENT

There were no public comments.

SETTING THE AGENDA

The agenda was approved as presented.

CONSENT AGENDA

There were no Consent Items.

FINANCE DEPARTMENT REPORT

There was no report from the Finance Department.

ADMINISTRATION DEPARTMENT REPORT

1) Consider Resolution No. 21-28, Authorizing Execution of a License Agreement with The State of Minnesota For Use of the Lino Lakes Recreation Center as a COVID-19 Public Vaccination Site – Community Development Director Grochala explained that the City was very recently approached by the State of Minnesota requesting the opportunity to utilize the former YMCA building as a COVID 19 Vaccine facility. The State is working hard to open up vaccine facilities. Staff has worked with the State to quickly evaluate the facility. An agreement for the use is under review by the City Attorney. Mr. Grochala explained the proposed term of the agreement, the proposed licensing fee (base rent and building operations cost) and operation hours of the facility. Staff has put together conservative estimates on the utility costs and is using those for a not to exceed figure that has been preauthorized by the State. Charges will probably be less than those estimates. Any use after the end date would require council approval. A State representative is on line to answer questions.

Mayor Rafferty received confirmation that the not to exceed number would be able to grow if there was an extension past June 30th.

COUNCIL MINUTES

DRAFT

Councilmember Lyden asked how staff determined the base rent. Mr. Grochala explained that it is based on square footage, at \$10 per square foot, totaling in the range of \$37,000. That rate is based on what the City charges for a portion of the City Hall facility.

Jamie Wallerstedt, State of Minnesota, offered thanks to the City staff for working on this agreement so quickly. She explained her role at the State and the need to work expediently on matters such as this. She thanked the City for the opportunity to rent the facility.

Councilmember Ruhland asked how the State is doing in the area of vaccinations; what's the prognosis on finishing the program. Ms. Wallerstedt said she is from Emergency Operations and so she is more on the operational side and some of those questions are more MDH and policy based. Her area is to work on getting vaccines out the door for use within one week. She knows that 86% of the vaccines received by the State have gone out the door for use. As far as moving past June 30th, Ms. Wallerstedt said based on what they are seeing now, it's difficult to definitively say they will be done on that date. Councilmember Ruhland asked when the final consultant's report will be done for the building and Mr. Grochala said mid-April.

Councilmember Stoesz asked how big of an area the facility will serve and where the next closest facility will be located. Ms. Wallerstedt noted other sites in greater Minnesota; sites will be decided based on how much vaccine becomes available for distribution. The metro area sites are St. Paul, Mall of America and the Minneapolis Convention Center. The sites are intended to be regional. Councilmember Stoesz asked if the aquatics area would be open for preparations earlier than June 30th if necessary for future uses; Mayor Rafferty suggested that the vaccine use will not disallow the City from entry and needs related to reuse; Ms. Wallerstedt concurred noting that open communication with the clinic will be needed.

Councilmember Cavegn asked how the center staff will be chosen; he'd like to see local medical providers if possible. Ms. Wallerstedt explained that the medical providers (a company named Specialists) will hire the staff from the local (metro area) pool of workers.

Mayor Rafferty asked how the necessary equipment will be brought in (i.e. refrigeration for vaccine); Ms. Wallerstedt said there are options including specialized coolers. Mayor Rafferty asked if the other sites are up and running; Ms. Wallerstedt said yes. Mayor Rafferty asked about entrance and exit and Ms. Wallerstedt said they are working on final details currently, adding that they do like to have one way flow so may consider renting an ADA acceptable ramp for a door or they could also separate people to go in and out the same door.

Councilmember Stoesz asked if there will be temporary signs involved and Community Development Director Grochala said the agreement includes language that allows for required signage including a banner.

Mayor Rafferty thanked staff for their efforts in bringing this forward quickly.

Councilmember Stoesz moved to approve Resolution No. 21-28 as presented. Councilmember Cavegn seconded the motion. Motion carried; Yeas, 5; Nays none.

PUBLIC SAFETY DEPARTMENT REPORT

There was no report from the Public Safety Department.

PUBLIC SERVICES DEPARTMENT REPORT

There was no report from the Public Services Department.

COUNCIL MINUTES

DRAFT

COMMUNITY DEVELOPMENT REPORT

There was no report from the Community Development Department.

UNFINISHED BUSINESS

There was no Unfinished Business.

NEW BUSINESS

There was no New Business.

COMMUNITY EVENTS

There were no events announced.

ADJOURN

There being no further business, Councilmember Cavegn moved to adjourn at 6:28 p.m.
Councilmember Ruhland seconded the motion. Motion carried on a voice vote.

These minutes were considered and approved at the regular Council Meeting on April 12, 2021.

Julianne Bartell, City Clerk

Rob Rafferty, Mayor

**CITY COUNCIL
AGENDA ITEM 1F**

STAFF ORIGINATOR: Hannah Lynch, Finance Director

MEETING DATE: April 12, 2021

TOPIC: Easy CIP Annual License Invoice

VOTE REQUIRED: 3/5

BACKGROUND

Easy CIP is a cloud-based application that aims to centralize, facilitate, plan, track, and report to simplify the Capital Improvement Planning (CIP) process.

The City currently has three CIP processes/documents; the Community Development 5-year Capital Plan, the Capital Equipment Plan, and the enterprise CIP which will be formalized as part of the Utility Rate Study. Each of these processes are manual and come together in separate excel spreadsheets.

Easy CIP would allow for a more standard and collaborative CIP process. After a project is entered into the software, reports and project details can be pulled in a variety of ways.

The annual license is currently \$4,000 which includes 4 users. The Office Equipment and Replacement Fund has \$9,000 dedicated to finance software that could be utilized for the first two years. For the third year and beyond, it would require funding from the General Fund.

RECOMMENDATION

Consider the approval of the Easy CIP Annual License Invoice.

ATTACHMENTS

Easy CIP Annual License Invoice

Infinite-Data LLC
4814 S Las Mananitas Trl
Gold Canyon, Arizona 85118
United States

5597657014
www.infinite-data.io

BILL TO
City of Lino Lakes, MN
Hannah Lynch

(651) 982-2405
hlynch@linolakes.us

Invoice Number: 1433

Invoice Date: April 6, 2021

Payment Due: May 21, 2021

Amount Due (USD): \$4,000.00

 [Pay Securely Online](#)

Items	Quantity	Price	Amount
Easy CIP - Core Core Platform (per year) with one Administrator User License.	1	\$2,500.00	\$2,500.00
Easy CIP - User License Easy CIP (per year) User License	3	\$500.00	\$1,500.00
Customer Support Customer Support	1	\$0.00	\$0.00

Total: \$4,000.00

Amount Due (USD): \$4,000.00

[Pay Securely Online](#)



link.waveapps.com/q4af8u-3efdztq

Notes / Terms

Annual renewal increase is and will not exceed 5% YOY, provided the renewal is for a minimum of the above represented user subscription quantities/configuration and a minimum of one year renewal period.

**CITY COUNCIL
AGENDA ITEM 3A**

STAFF ORIGINATOR: Meg Sawyer, Human Resources Manager

MEETING DATE: April 12, 2021

TOPIC: Appointment of Public Safety Investigative Assistant

VOTE REQUIRED: 3/5

INTRODUCTION

The Council is being asked to approve the appointment of Tanya Schaaf for the Public Safety Investigative Assistant position.

BACKGROUND

At this time, staff has completed the recruitment process for the Public Safety Investigative Assistant, provided a conditional offer, and is recommending the approval of Tanya Schaaf for the position.

The City received 66 applications and interviewed 14 candidates for the position.

Tanya Schaaf holds a Bachelor's degree in Criminal Justice and Political Science and has over 3 years of assistant experience at the Minnesota Department of Corrections.

The hourly rate would be \$24.77, which is the starting rate of the AFSCME Labor Contract. The job grade 140 has 6 steps in the wage schedule.

With the Council's approval, Tanya would start in the position of Investigative Assistant on May 3, 2021.

RECOMMENDATION

Please approve the appointment of Tanya Schaaf to the Police Public Safety Investigative Assistant position.

**CITY COUNCIL
AGENDA ITEM 5A**

STAFF ORIGINATOR: Rick DeGardner, Public Services Director

MEETING DATE: April 12, 2021

TOPIC: Consider Resolution No. 21-32 Accepting Bids and Awarding Construction Contract

VOTE REQUIRED: 3/5

INTRODUCTION

Staff is requesting council's consideration to accept bids and award a construction contract for the development of four pickleball courts and two tennis courts at Birch Street and Centerville Road.

BACKGROUND

On March 8, 2021, the City Council approved the plans and specifications and authorized the Advertisement For Bids. Eight bids were received and opened on April 7, 2021 as shown below:

CONTRACTOR	TOTAL BASE BID
JACON LLC	\$326,345.56
T. A. Schifsky & Sons Inc	\$392,465.26
Bituminous Roadways	\$407,559.50
A-1 Excavating Inc.	\$408,824.40
Dunaway Construction	\$477,499.50
Meyer Contracting Inc.	\$530,019.93
Park Construction Company	\$541,828.68
Urban Companies	\$609,359.50

The low bid was submitted by Jacon LLC in the amount of \$326,345.56 and is being recommended for award. The engineer's estimate was \$432,550.13.

Funding has been identified through General Fund Balance Reserves via Resolution 18-175, and designated Dedicated Parks Funding.

RECOMMENDATION

Staff recommends adoption of Resolution No. 21-32, Accepting Bids and Awarding Construction Contract for Hard Court Facility at Birch Street and Centerville Road to JACON LLC in the amount of \$326,345.56

ATTACHMENTS

1. Resolution No. 21-32
2. WSB Award Letter and Bid Tabulation
3. Concept Plan
4. Phasing Plan

RESOLUTION NO. 21-32

ACCEPTING BIDS AND AWARDING A CONSTRUCTION CONTRACT FOR HARD COURT FACILITY AT BIRCH STREET AND CENTERVILLE ROAD

WHEREAS, pursuant to an advertisement for bids for the construction of the hard court facility at Birch Street and Centerville Road, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement; and

CONTRACTOR	TOTAL BASE BID
JACON LLC	\$326,345.56
T. A. Schifsky & Sons Inc.	\$392,465.26
Bituminous Roadways	\$407,559.50
A-1 Excavating Inc.	\$408,824.40
Dunaway Construction	\$477,499.50
Meyer Contracting Inc.	\$530,019.93
Park Construction Company	\$541,828.68
Urban Companies	\$609,359.50

WHEREAS, it appears that JACON LLC. is the lowest responsible bidder.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with JACON LLC in the amount of \$326,345.56 by the name of the City of Lino Lakes for the construction of the hard court facility at Birch Street and Centerville Road according to the plans and specifications approved by the City Council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the Bid Bonds made with their bids, except that the deposits of the successful bidder and the next two lowest bidders shall be retained until a contract has been signed.

Adopted by the Council of the City of Lino Lakes this 12th day of April, 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



April 7, 2021

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

Re: Tower Park Improvement Project
City of Lino Lakes
WSB Project No. 017458-000

Dear Mayor and Council Members:

Bids were received for the above-referenced project on Thursday, April 7, 2021, and were opened and read aloud. A total of 8 bids were received. The bids were checked for mathematical accuracy and tabulated. The Engineer's Estimate was \$432,550.13. The bid tabulation indicates the low bidder as JACON LLC, Vadnais Heights, MN, in the amount of \$326,345.56.

We recommend that the City consider these bids and award a contract to JACON LLC, based on the results of the bids received.

Sincerely,

WSB

Jeff Feulner, PLA
Project Manager

Enclosure

cc: John Dreshar, JACON LLC
Rick DeGardner, City of Lino Lakes

alp

BID TABULATION SUMMARY

Tower Park Improvement Project

City of Lino Lakes

WSB Project No. 017458-000

Bid Opening: April 7, 2021 at 1:00 p.m. local time



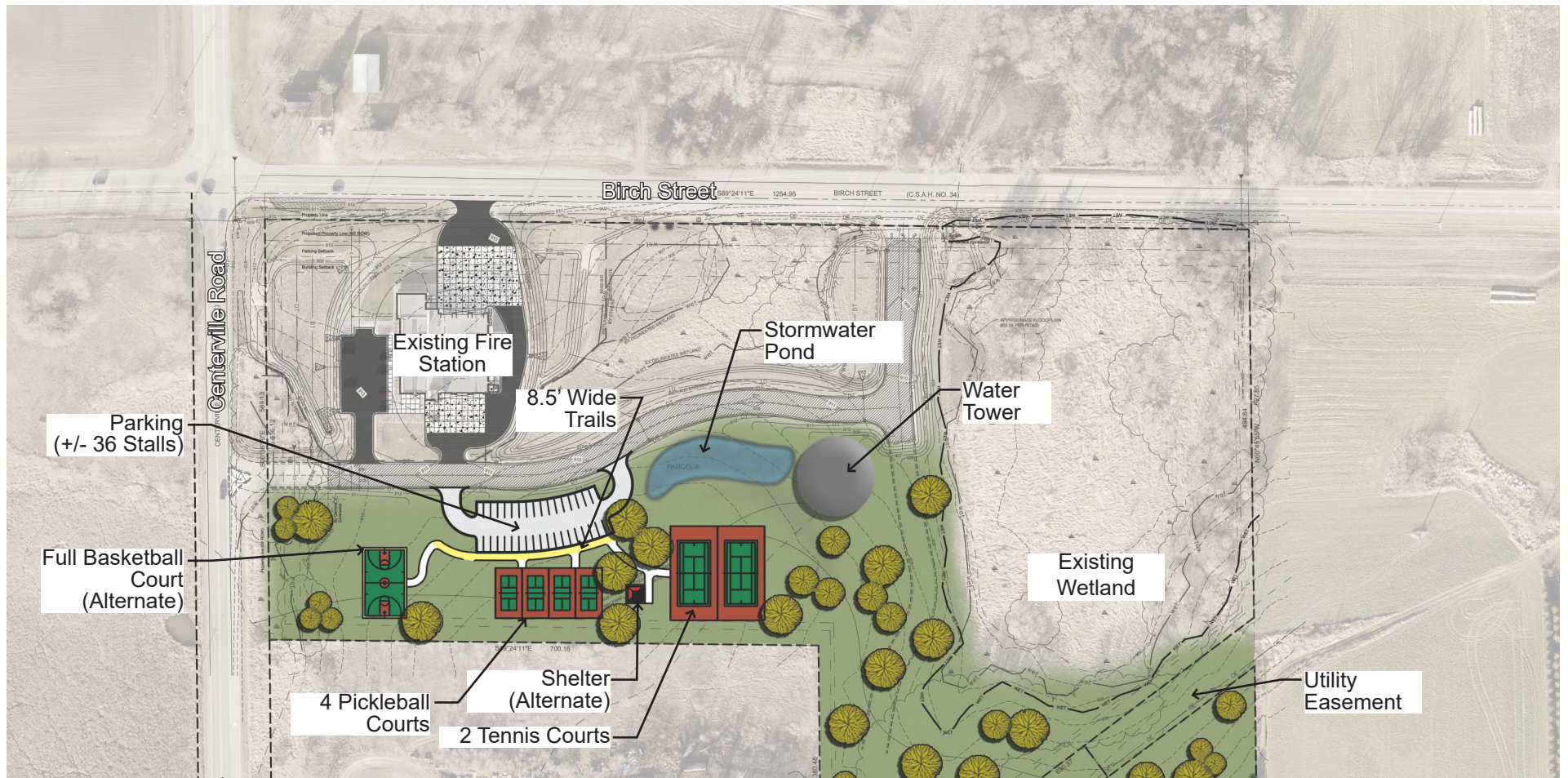
 DENOTES CORRECTED FIGURE

Contractor		Addendum No. 1 & 2	Bid Docs	Bid Security (5%)	Grand Total Bid
1	JACON LLC	X	X	X	\$326,345.56
2	T. A. Schifsky & Sons, Inc	X	X	X	\$392,465.26
3	Bituminous Roadways Inc.	X	X	X	\$407,559.50
4	A-1 Excavating Inc.	X	X	X	\$408,824.40
5	Dunaway Construction	X	X	X	\$477,499.50
6	Meyer Contracting Inc.	X	X	X	\$530,019.93
7	Park Construction Company	X	X	X	\$541,828.68
8	Urban Companies	X	X	X	\$609,359.50
Engineer's Opinion of Cost					\$432,550.13

I hereby certify that this is a true and correct tabulation of the bids as received on April 7, 2020.

A handwritten signature in black ink, appearing to read "Jeff A. Feulner", written over a horizontal line.

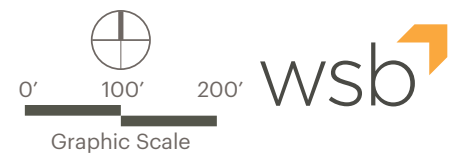
Jeff Feulner, PLA Project Manager



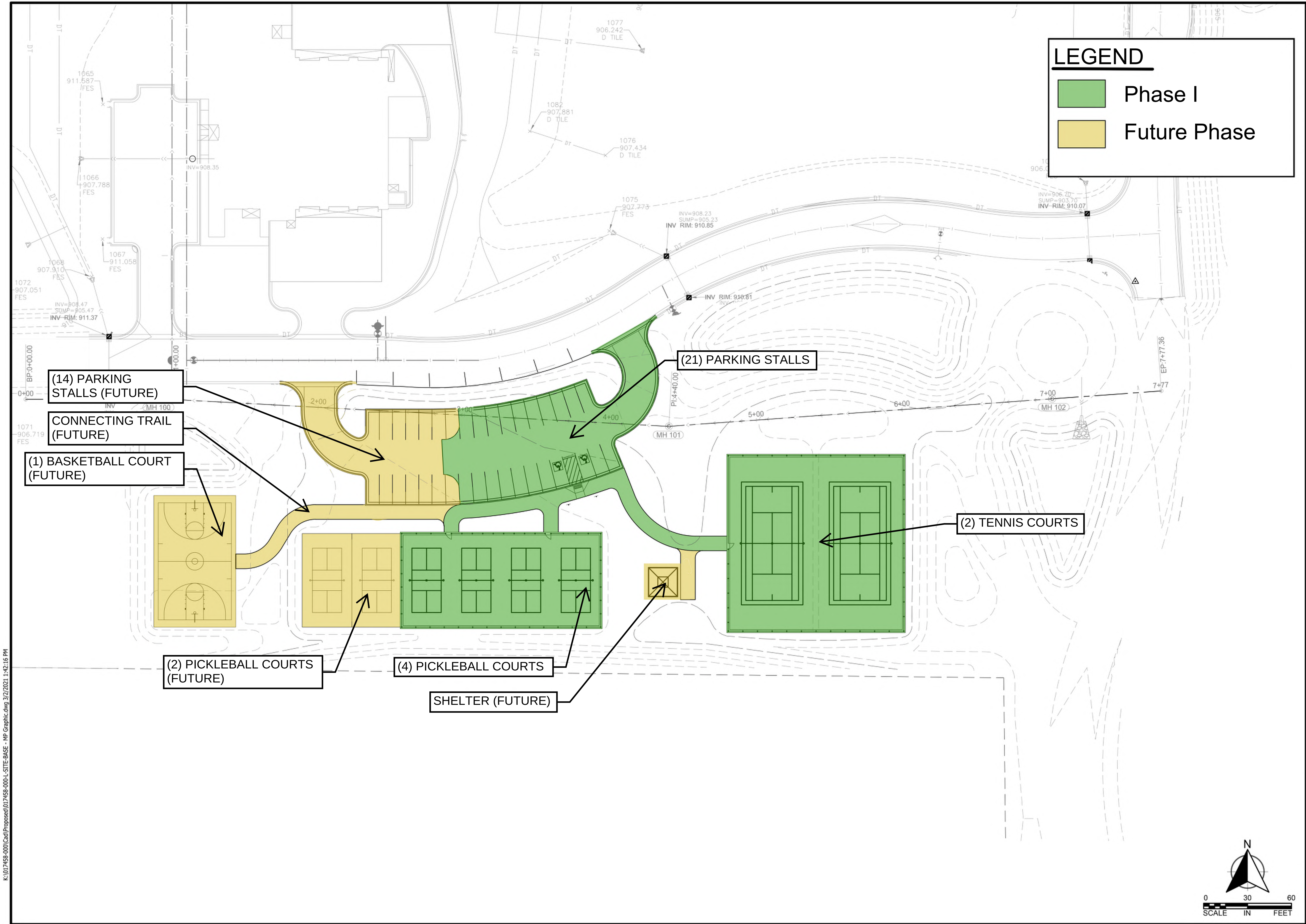
Tower Park (Centerville Rd/Birch St.)

Lino Lakes, Minnesota

December 2, 2020 | WSB Project number: 012854-000



K:\017458-000\Cad\Proposed\017458-000-L SITE-BASE - MP Graphic.dwg 3/2/2021 1:42:16 PM



WSB PROJECT NO.:
017458-000

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

REVISIONS	
NO.	DESCRIPTION

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

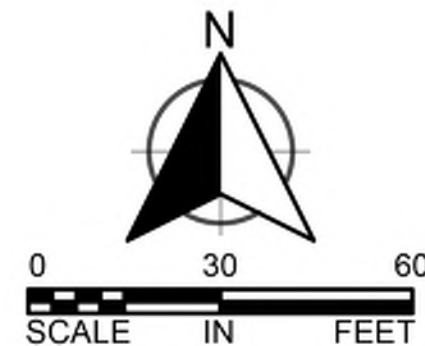
XXXXXXXX X XXXXXX

DATE: XXXXXX LIC. NO: XXXXX

TOWER PARK
CITY OF LINO LAKES

MASTER
PLAN
PHASING

SHEET
L0



**CITY COUNCIL
AGENDA ITEM 5B**

STAFF ORIGINATOR: Diane Hankee, City Engineer

MEETING DATE: April 12, 2021

TOPIC: Resolution No. 21-29, Accepting Quotes and Awarding a Construction Contract, 2021 Trail Maintenance Project

VOTE REQUIRED: 3/5 Vote Required

INTRODUCTION

Staff is requesting authorization to accept quotes and award the construction contract for the 2021 Trail Maintenance Project.

BACKGROUND

The 2021 Trail Maintenance Project includes:

Fox Road - Trail Maintenance

Maintenance of the trail that connects to Fox Road between Fox Circle and Deerwood Lane includes milling and repaving the trail, repairing existing culverts, and installing three ADA compliant pedestrian ramps at Fox Road and at West Shadow Lake Drive. A location map is enclosed. Funding for the project is from the General Fund, Parks budget.

Quotes for the project were received on April 6th, 2021.

CONTRACTOR	TOTAL QUOTE
ACS Asphalt Concrete Solutions	Did Not Quote
Allied Blacktop Co.	\$99,379.00
Arcade Asphalt, Inc.	Did Not Quote
Asphalt Restoration Company, Inc.	Did Not Quote
Bituminous Roadways Inc.	\$88,000.00
Muellner Blacktop, Inc.	Did Not Quote
T.A. Schifsky's & Sons, Inc.	Did Not Quote

The low bid was submitted by Bituminous Roadways, Inc. of Mendota Heights, Minnesota, in the amount of \$88,000.00. Bituminous Roadways, Inc. has adequately completed numerous projects in the City of Lino Lakes. The completion date for this project is September 17th, 2021.

RECOMMENDATION

Staff recommends adoption of Resolution No. 21-29 accepting quotes and awarding a construction contract for the 2021 Trail Maintenance Project, in the amount of \$88,000.00 to Bituminous Roadways, Inc.

ATTACHMENTS

1. Resolution No. 21-29
2. Location Map

**CITY OF LINO LAKES
RESOLUTION NO. 21-29**

**RESOLUTION ACCEPTING QUOTES, AND AWARDING A CONSTRUCTION
CONTRACT, 2021 TRAIL MAINTENANCE PROJECT**

WHEREAS, pursuant to a request for quotes for the construction of the 2021 Trail Maintenance Project, quotes were received, and tabulated:

CONTRACTOR	TOTAL QUOTE
ACS Asphalt Concrete Solutions	Did Not Quote
Allied Blacktop Co.	\$99,379.00
Arcade Asphalt, Inc.	Did Not Quote
Asphalt Restoration Company, Inc.	Did Not Quote
Bituminous Roadways Inc.	\$88,000.00
Muellner Blacktop, Inc.	Did Not Quote
T.A. Schifsky's & Sons, Inc.	Did Not Quote

WHEREAS, it appears that Bituminous Roadways, Inc. of Mendota Heights, Minnesota, is the lowest responsible bidder; and

WHEREAS, the funding for the project is from the general fund, park budget; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes that the Mayor and Clerk are hereby authorized and directed to enter into a contract Bituminous Roadways, Inc. for the construction of the 2021 Trail Maintenance Project in the amount of \$88,000.00;

Adopted by the Council of the City of Lino Lakes this 12th day of April, 2021.

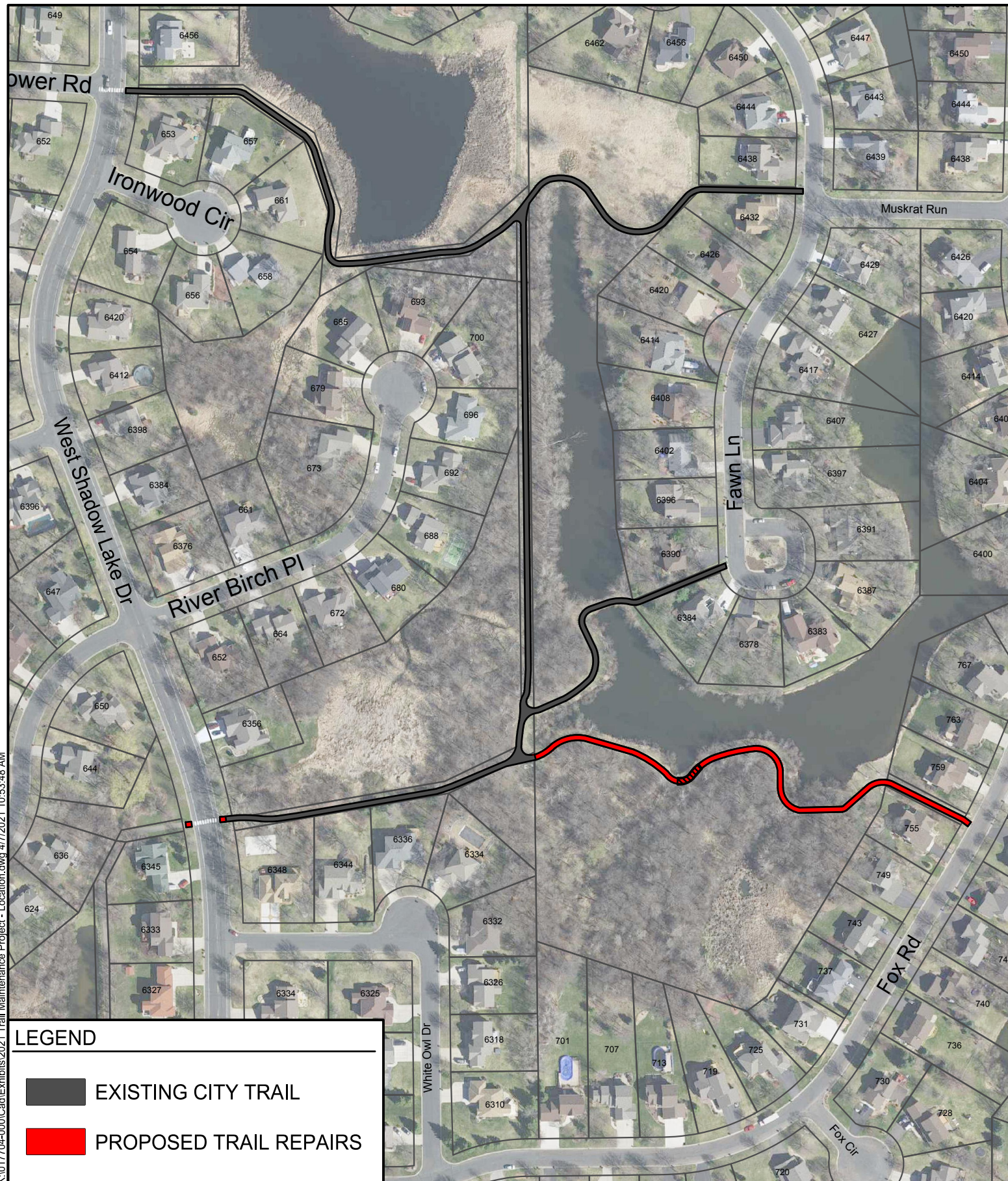
The motion for the adoption of the foregoing resolution was introduced by Council Member _____ and was duly seconded by Council Member _____ and upon vote being taken thereon, the following voted in favor thereof:

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk



K:\017704-000\Cad\Exhibits\2021 Trail Maintenance Project - Location.dwg 4/7/2021 10:53:48 AM

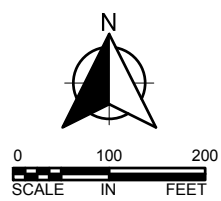
LEGEND

 EXISTING CITY TRAIL

 PROPOSED TRAIL REPAIRS



Project Location
 2021 Trail Maintenance Project
 City of Lino Lakes, Minnesota



**CITY COUNCIL
AGENDA ITEM 6A**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: April 12, 2021

TOPIC: Watermark 4th Addition

- i. Consider Resolution No. 21-20 Approving PUD Final Plan/Final Plat
- ii. Consider Resolution No. 21-21 Approving Development Agreement and Planned Unit Development Agreement
- iii. Consider Resolution No. 21-25 Approving City Park Operations and Maintenance and Stormwater Re-Use Agreement
- iv. Consider Resolution No. 21-26 Approving Stormwater Re-Use Agreement

VOTE REQUIRED: 3/5

INTRODUCTION

Complete Application Date:	December 15, 2020
60-Day Review Deadline:	February 12, 2021
60-Day Extension:	April 13, 2021
Environmental Board Meeting:	N/A
Park Board Meeting:	N/A
Planning & Zoning Board Meeting:	January 13, 2021
Tentative City Council Work Session:	March 22, 2021
Tentative City Council Meeting:	March 22, 2021

Watermark is a 372 acre master planned residential community consisting of 692 single family lots and 172 townhome units totaling 864 housing units. Lennar submitted a Land Use Application for Watermark 4th Addition PUD Final Plan/Final Plat. The plat proposes 91 single family lots, one (1) HOA clubhouse lot and 5 outlots.

Previous Council approvals include:

- June 13, 2016: Resolution No. 16-51 approving PUD Development Stage Plan/Preliminary Plat

- October 9, 2017: Resolution No. 17-95 approving Amendment #1 to Land Use Plan
- December 11, 2017: Resolution No. 17-133 approving Amendment #2 to Architectural Design Standards
- October 14, 2019: Resolution No. 19-131 approving Amendment #3 to Architectural Design Standards

This staff report is based on the following information:

- Cost Estimate Summary prepared by Carlson McCain dated December 14, 2020
- 4th Addition Specification Book prepared by Carlson McCain dated December 4, 2020
- Stormwater Management Plan prepared by Carlson McCain dated December 14, 2020
- Final Plat prepared by Carlson McCain
- Sanitary Sewer, Water Main, Storm Sewer and Street Construction Plans prepared by Carlson McCain dated February 22, 2021
- Construction Plans for Turn Lanes by Carlson McCain dated February 22, 2021
- Site Landscape Plan prepared by Carlson McCain dated March 3, 2021
- Grading, Development & Erosion Control Plan prepared by Carlson McCain dated February 19, 2021
- Roundabout Sight Distance, Fast Path and Turning Exhibits prepared by Carlson McCain received February 24, 2021
- Re-Use Irrigation Plan prepared by Irrigation Doctor, Inc. dated April 18, 2019
- Watermark 4th Addition Home Plans Booklet prepared by Lennar dated December 14, 2020
- Watermark Architectural Standards Matrix

ANALYSIS

PUD Development Stage Plan/Preliminary Plat

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

In October 2017, Council approved an amendment to the PUD Development Stage Plan's overall Land Use Plan. The Land Use Plan established 871 housing units. As the applicant has worked through final plan design to address City and RCWD comments from the preliminary plat, the number of 55' wide Villas was reduced from 127 units to 120 units. The net number of housing units is now 864.

The net density is 3.39 units per acre and is consistent with the 2030 Comprehensive Plan's required 3.0 to 4.5 units per acre.

	October 2018
Gross Area (acres)	372.24
Wetlands & Water Bodies	45.09
Public Parks & Open Space	66.25
Arterial ROW	5.46
Other (Undevelopable)	0.62
Net Area (acres)	254.82
# of Housing Units	864
Gross Density (units/acre)	2.32
Net Density (units/acre)	3.39

Grading and Trunk Utility Improvements

Lennar commenced grading and trunk utility improvements in September 2018. Phase I grading was approximately 140 acres and Phase II grading was approximately 20 acres. Phase III will grade out the balance of the site, approximately 212 acres. The 4th Addition final plat is within the Phase III grading limits.

PUD Final Plan

Watermark 4th Addition creates 91 single family lots, one (1) HOA clubhouse lot and 5 outlots. The PUD Final Plan is consistent with the PUD Development Stage Plan in regards to the land use plan, street and utilities, parks and open space, lot standards and landscaping.

The following housing types and products proposed for the 4th Addition are consistent with the approved Land Use Plan.

Housing Type	Lot Width	Housing Product	# Lots
Single Family	75'	Landmark	28
Single Family	65'	Heritage	14
Single Family	55' - 60'	Lifestyle Villas	28
Single Family	55' - 60'	Discovery	21
TOTAL			91

Architectural Standards

Resolution No. 17-133 and Resolution No. 19-131 detail architectural design standards for the entire Watermark development. As required, a Watermark 4th Addition Home Plans summary booklet and Architectural Standards Matrix were submitted. The booklet and matrix detail compliance of the housing products with the resolutions in regards to exterior materials and styles, house elevations and garage and porch requirements. There are 20 different single

family house plans with multiple facade and elevation options for a combination of over 100 different housing styles proposed for the 4th Addition.

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

In summary, the Watermark 4th Addition single family housing types and products meet the architectural design standards requirements of Resolution No. 17-133 and Resolution No. 19-131.

Landscaping

The Watermark 4th Addition Site Landscape Plan has been reviewed by staff and is consistent with the PUD Development Stage Landscaping Plan. The Environmental Coordinator Memo dated March 8, 2021 notes one minor comments regarding a tree species.

Subdivision Ordinance

Conformity with the Comprehensive Plan and Zoning Code

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

Plat Phases

The following summarizes the number of lots platted per addition:

Addition	# SF Lots	Remaining #SF Lots	# TH Lots	Remaining #TH Lots	Total # Lots Remaining
		692		172	864
1 st	100	592	93	79	671
2 nd	57	535	0	79	614
3 rd	96	439	79	0	439
4 th	91	348	0	0	348

It should be noted the plat contains 91 single family lots and one (1) lot for the future HOA clubhouse for a total of 92 platted lots.

Blocks and Lots

The final plat creates 91 single family lots, one (1) HOA clubhouse lot and 5 outlots. The following chart summarizes the purpose of the outlot:

Outlot	Purpose
A	Lake 10, Wetland and Open Space
B	Lake 10 and Open Space
C	Public Park
D	Lake 20 and Open Space
E	Future Development

Outlots A, B and D will be deeded, owned and maintained by a Homeowners Association (HOA). Outlot C will be deeded to the City for the public park.

Easements

Standard drainage and utility easements are being dedicated on individual lots and over Outlots A, B and D.

Street and Utilities

The 4th Addition proposes construction of the following streets which are consistent with the PUD Development Stage Plan:

Street Name	Right-of-Way Width	Street Width (Back to Back)
Watermark Way	60-110 ft	32 feet
Crane Drive	60 feet	32 feet
Forest Lane	60 feet	32 feet

Watermark Way is the main gateway and entrance into the development. It features a decorative faux bridge, stone piers, monument signs and landscaped medians. The road right-of-way starts at 110 feet wide and tapers to 60 feet with 32 feet back to back paved roadway. A 5ft wide concrete sidewalk is on the south side and a 10 ft wide bituminous trail is on the north side.

A 12 ft wide northbound right turn lane and 12 ft wide thru lane are provided on 20th Avenue (CSAH 54) at Watermark Way. A 12 ft wide southbound bypass lane and 12 ft wide thru lane are also being constructed. Anoka County has approved the turn lanes.

Watermain, sanitary sewer main, stormwater facilities, streets, sidewalks and trails are being constructed consistent with the PUD Development Stage Plan.

Public Land Dedication and Fees

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

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

A 10 ft wide bituminous trail will be constructed 2,900 lf along CSAH 54 (20th Avenue) within the right-of-way. Trail will also be constructed along Watermark Way. Permanent Trail Easements are not required because the trails will be constructed within the road right-of-way. Trail construction costs will be credited.

Park dedication fees will also be credited for the 5.39 acre public park land platted as Watermark 4th Addition, Outlot C. Per the Master Developer Agreement (MDA), the parkland dedication fees are based on an appraisal of fair market value. An appraisal was prepared in December 2018 by Insight Realty Advisors, Inc. The credited value of Outlot C, Watermark 4th Addition is \$207,000. This outlot will be deeded to the City. The public park will be developed by City consistent with the approved Master Plan.

Lot 1, Block 3, Watermark 4th Addition is being platted for the future construction of the HOA clubhouse. Per the Master Development Agreement, the developer shall construct a private club house for the use of the residents of the Development once final plat approval for 518 lots has been granted by the City. With the approval of the 4th addition final plat, there will be 516 approved lots.

Per the Watermark 3rd Addition Development Agreement, the townhome tot lot, play equipment and associated landscaping on Outlot I, Watermark shall be completed by August 30, 2021. Per Resolution No. 16-51, credit will not be given for theses private park improvements.

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

Watermark 4th Addition	
Total # Units =	91
x Park Dedication Fee	\$3,160
= Cash in Lieu Value	\$287,560
- Land dedication value (Outlot C, Watermark 4th)	(\$207,000)

- Trail Construction Costs	(\$120,000)
TOTAL CASH FEE DUE =	(\$39,440)

There are 348 remaining lots to be platted. The negative cash balance will be carried over and balanced with the next phase of development.

Floodplain

Per the City Engineer's letter dated March 12, 2021, Watermark 4th Addition does impact the existing FEMA floodplain. The applicant is currently working on FEMA floodplain approval associated with Watermark 2nd Addition. Anoka County wants the removal of the floodplain in the Anoka County right-of-way to be included with the modified LOMR.

Wetlands

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

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

An Open Space Easement in favor of the City was recorded in March 2019 over outlots containing wetlands, open space, stormwater ponds, berms etc. Per the MDA, this Easement will be revised and recorded over each outlot as they are platted. Additional easements and declarations in favor of RCWD will be recorded over the wetlands and buffers. The Watermark 4th Addition Final Landscape Plan details the location of required "Protected Open Space Area" signs.

Development Agreement

Master Development Agreement

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

Development Agreement and Planned Unit Development Agreement

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

City Park Operations and Maintenance and Stormwater Re-Use Agreement and Stormwater Re-Use Agreement

The City is required, through MPCA permitting, to reduce nutrient loading within the Peltier Lake watershed. In addition, the City has goals to reduce the use of municipal water supply for irrigation purposes. Part of the nutrient loading reduction will be completed through four re-use systems within the Watermark Development. The re-use systems are maintained through the following agreements:

City Park O & M and Stormwater Re-use Agreement

The City owned park will be irrigated with water from a Stormwater Re-use system. The Re-use system will also supply water to irrigate the boulevard of Watermark Way. The Re-use system and boulevard irrigation system will be owned and maintained by the Watermark Neighborhood Association. Lake 20 is owned and maintained by the Neighborhood Association. The agreement provides the City rights to the re-use system, and the use of surfacewater from Lake 20. The agreement also addresses use of the City's municipal water supply in the event the lake levels drop more than 4 ft.

Stormwater Re-use Agreement

The Stormwater Re-use Agreement is for the other 3 re-use pump systems that will irrigate townhome area, I-35E berm, and 21st Ave boulevard landscaping. These systems will be owned and maintained by the Watermark Neighborhood Association and the Watermark Townhome Association. Similar to the park re-use agreement the agreement addresses use of the City's municipal water supply in the event the lake levels drop more than 4 ft.

Homeowner's Association (HOA)

The City Attorney reviewed and approved the submitted HOA documents.

Title Commitment

The City Attorney reviewed the title commitment and final plat. The Attorney recommends requiring Lennar to update the title to have an effective date consistent with the release and recording of the plat.

Stormwater Maintenance Agreement

The stormwater facilities will be covered under the City's Programmatic Stormwater Management Agreement after they have been installed and accepted by the City.

Findings of Fact

The Findings of Fact for Watermark 4th Addition PUD Final Plan/Final Plat are detailed in Resolution No. 21-20.

RECOMMENDATION

The Planning & Zoning Board reviewed the Watermark 4th Addition PUD Final Plan/Final Plat on January 13, 2021 and recommended approval with a 5-0 vote.

ATTACHMENTS

1. Resolution No. 21-20
2. Final Plat
3. Resolution No. 21-21
4. Development Agreement and Planned Unit Development Agreement
5. Resolution No. 21-25
6. City Park Operations and Maintenance and Stormwater Re-Use Agreement
7. Resolution No. 21-26
8. Stormwater Re-Use Agreement

**CITY OF LINO LAKES
RESOLUTION NO. 21-20**

**RESOLUTION APPROVING THE PUD FINAL PLAN/FINAL PLAT
FOR WATERMARK 4th ADDITION**

WHEREAS, the City received an application for Watermark 4th Addition PUD Final Plan/Final Plat approval hereafter referred to as Development; and

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

- Cost Estimate Summary prepared by Carlson McCain dated December 14, 2020
- 4th Addition Specification Book prepared by Carlson McCain dated December 4, 2020
- Stormwater Management Plan prepared by Carlson McCain dated December 14, 2020
- Final Plat prepared by Carlson McCain
- Sanitary Sewer, Water Main, Storm Sewer and Street Construction Plans prepared by Carlson McCain dated February 22, 2021
- Construction Plans for Turn Lanes by Carlson McCain dated February 22, 2021
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- Re-Use Irrigation Plan prepared by Irrigation Doctor, Inc. dated April 18, 2019
- Watermark 4th Addition Home Plans Booklet prepared by Lennar dated December 14, 2020
- Watermark Architectural Standards Matrix; and

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

WHEREAS, the Planning & Zoning Board reviewed and recommended approval of the Development on January 13, 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 reviewed the status of title/property ownership related to the final plat and notes the title commitment shall be updated.
3. A 4th Addition 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 Watermark 4th Addition PUD Final Plan/Final Plat subject to the following conditions:

1. Outlots A, B and D, Watermark 4th Addition are preserved as permanent Open Space and shall be improved by the Developer in accordance with the approved plans and upon completion and acceptance by the city of such improvements, they shall be owned and maintained by a Homeowner's Association in accordance with an approved Restoration and Management Plan.
2. Outlot C, Watermark 4th Addition shall be deeded to the City as a Public Park.
3. The Developer shall obtain a FEMA approved CLOMR to revise the impacted floodplain prior to the City issuing a grading permit. Building permits will not be issued until a FEMA approved LOMR is received for Lots 12-20 Block 1, Lots 8-18 and 20-26 Block 2, and Lots 1-2 Block 3 of the Watermark 4th Addition.
4. Per the Watermark 3rd Addition Development Agreement, the townhome tot lot, play equipment and associated landscaping on Outlot I, Watermark shall be completed by August 30, 2021.

BE IT FURTHER RESOLVED by the City Council of the City of Lino Lakes hereby approves the Development subject to the following items being addressed prior to release of final plat mylars:

1. The 4th Addition Agreements (Development Agreement, City Park Operations and Maintenance and Stormwater Re-Use Agreement and Stormwater Re-Use Agreement) shall be approved by the City Council, executed and recorded against the property.
2. Any staff comments requiring revisions to the final plat shall be addressed.
3. The title commitment shall be updated.
4. A draft copy of an Open Space Easement covering the following outlots shall be submitted to the City for review and approval:
 - a. Outlots G, J, M and N, Watermark
 - b. Outlot A, Watermark 2nd Addition
 - c. Outlot A, Watermark 3rd Addition
 - d. Outlots A, B and D, Watermark 4th Addition
5. A draft copy of the deed for Outlot C, Watermark 4th Addition shall be submitted to the City for review and approval.

BE IT FURTHER RESOLVED by the City Council of the City of Lino Lakes hereby approves the Development subject to the following items being addressed prior to issuance of a grading permit within the 4th Addition:

1. All comments from the City Engineer Letter dated April 1, 2021 shall be addressed.
2. All comments from Environmental Coordinator Memo dated March 8, 2021 shall be addressed.
3. A copy of the FEMA approved CLOMR shall be provided to the City.

BE IT FURTHER RESOLVED by the City Council of the City of Lino Lakes hereby approves the Development subject to the following items being addressed prior to issuance of building permit within the 4th Addition:

1. Copies of all the recorded 4th Addition Documents.
2. A copy of the recorded Homeowner's Association documents shall be submitted to the City.
3. A copy of the recorded Open Space Easement for the outlots noted above shall be submitted to the City.
4. A copy of the recorded deed for Outlot C, Watermark 4th Addition shall be submitted to the City.
5. Building permits will not be issued on until a FEMA approved LOMR is received for Lots 12-20 Block 1, Lots 8-18 and 20-26 Block 2, and Lots 1-2 Block 3 of the Watermark 4th Addition.

Adopted by the Council of the City of Lino Lakes this 12th day of April, 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

WATERMARK 4TH ADDITION

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

KNOW ALL PERSONS BY THESE PRESENTS: That U.S. Home Corporation, a Delaware corporation, owner of the following described property:
Outlot C, WATERMARK 2ND ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.
Has caused the same to be surveyed and platted as WATERMARK 4TH ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.
In witness whereof said U.S. Home Corporation, a Delaware corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____ by Jon Aune, Division Vice President of U.S. Home Corporation, a Delaware corporation, on behalf of the corporation.

(Signed)

(Printed)
Notary Public, _____
My commission expires _____

I, Thomas R. Balluff do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.
Dated this ____ day of _____, 20____.

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

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____ by Thomas R. Balluff.

(Signed)

(Printed)
Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA
This plat of WATERMARK 4TH 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____.

By: _____
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____.

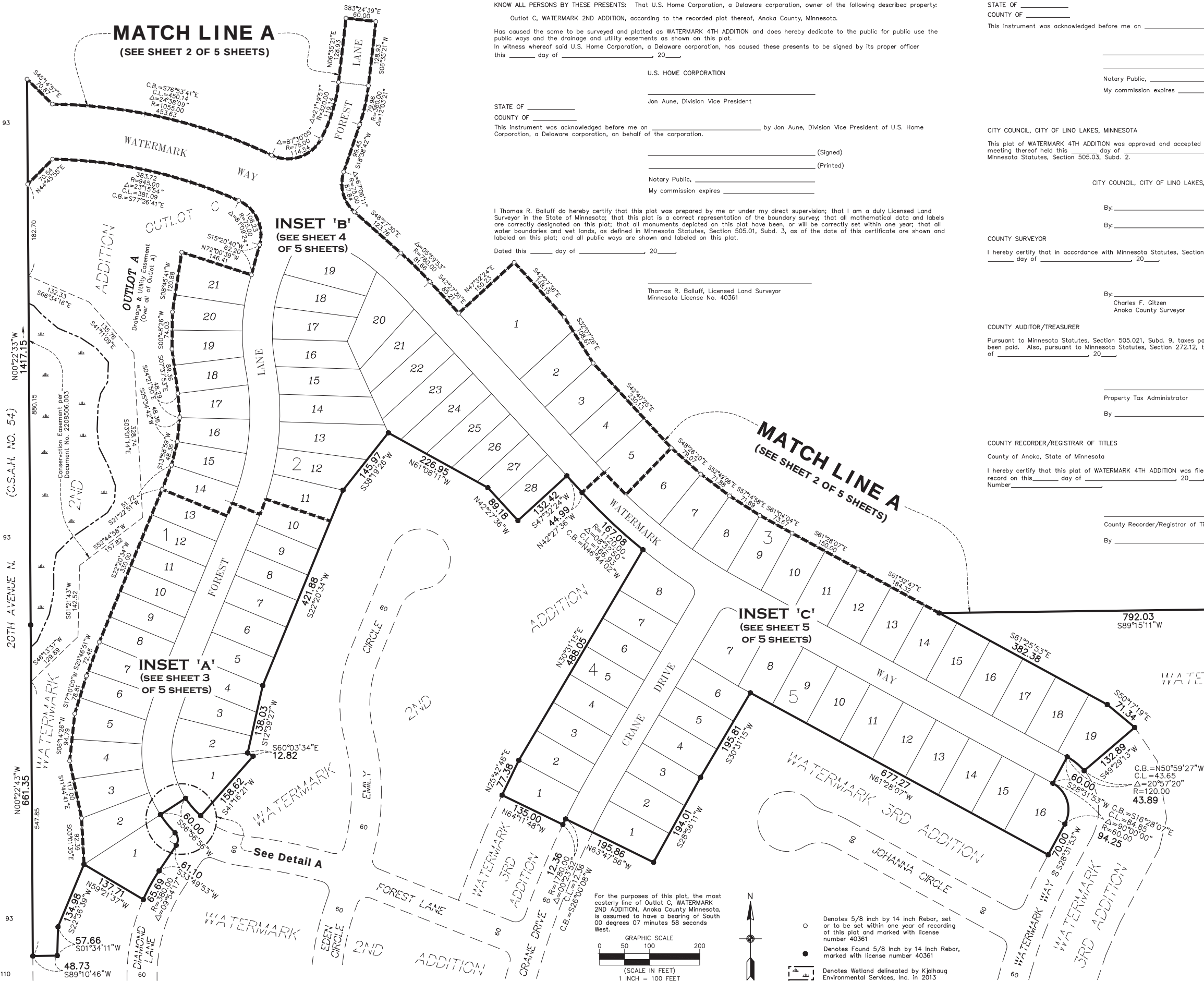
Property Tax Administrator

By: _____, Deputy

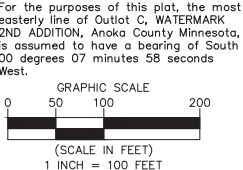
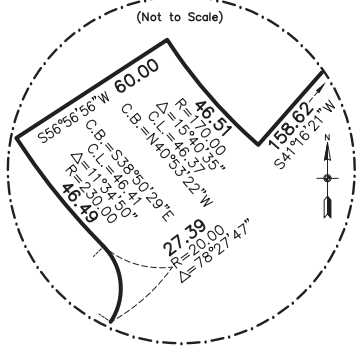
COUNTY RECORDER/REGISTRAR OF TITLES
County of Anoka, State of Minnesota
I hereby certify that this plat of WATERMARK 4TH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this ____ day of _____, 20____, at ____ o'clock ____ M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles

By: _____, Deputy



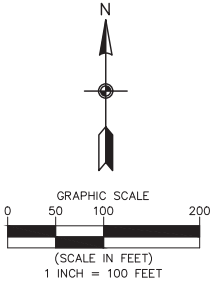
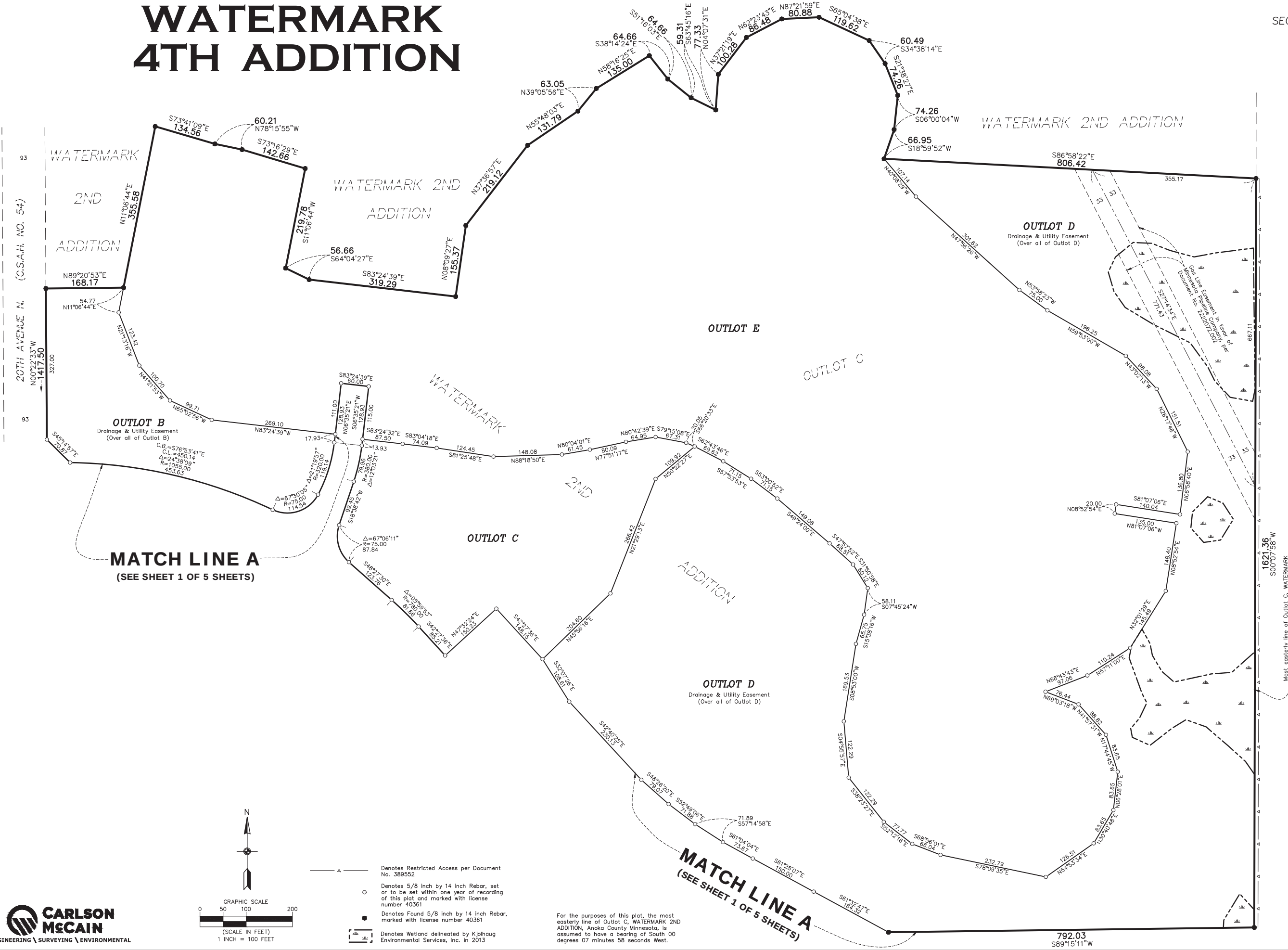
Detail A



- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Found 5/8 inch by 14 inch Rebar, marked with license number 40361
- Denotes Wetland delineated by Kjolhaug Environmental Services, Inc. in 2013



WATERMARK 4TH ADDITION



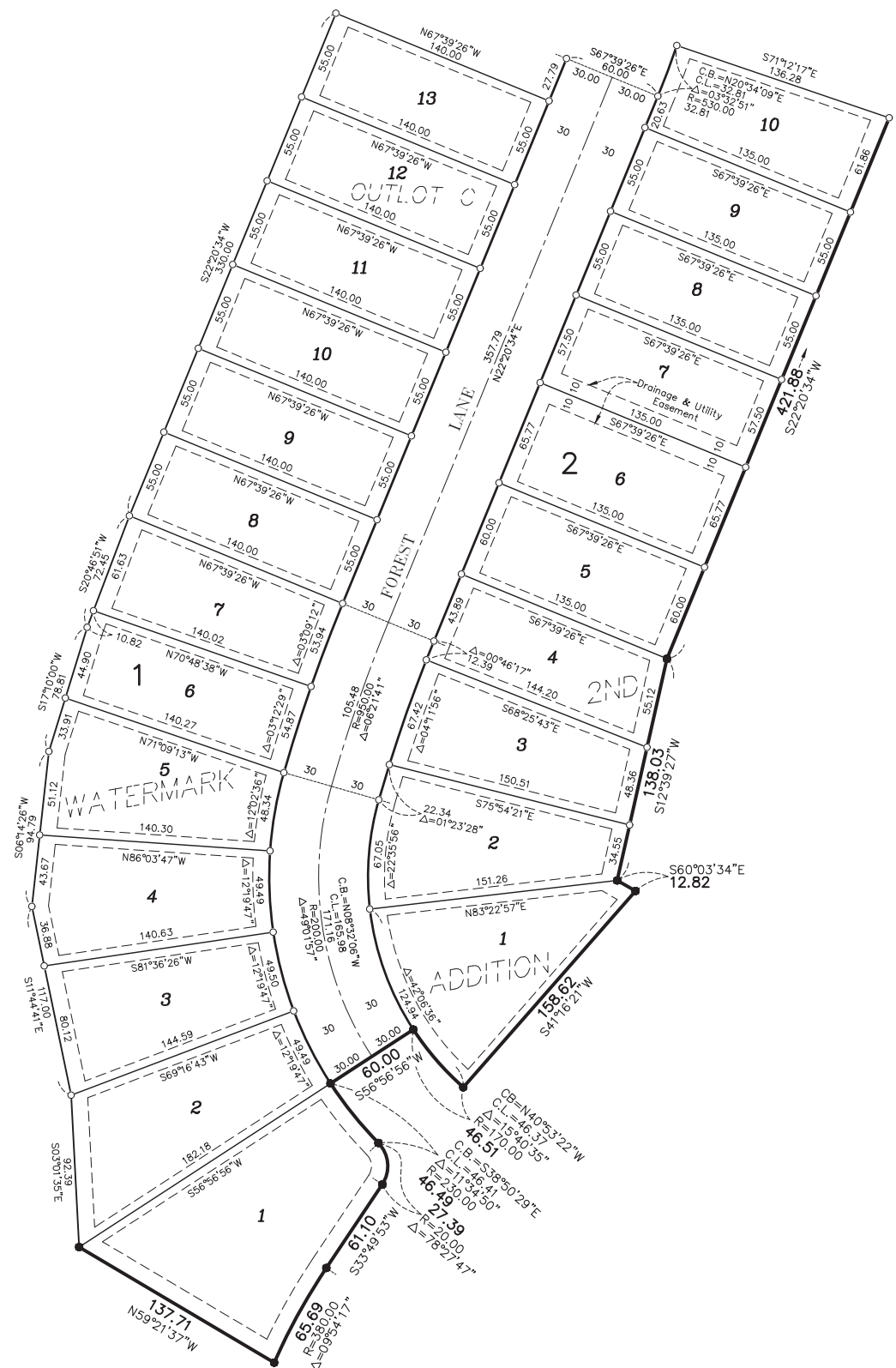
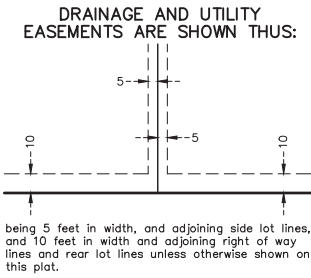
- Δ — Denotes Restricted Access per Document No. 389552
- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Found 5/8 inch by 14 inch Rebar, marked with license number 40361
- ▨ Denotes Wetland delineated by Kjolhaug Environmental Services, Inc. in 2013

For the purposes of this plat, the most easterly line of Outlot C, WATERMARK 2ND ADDITION, Anoka County Minnesota, is assumed to have a bearing of South 00 degrees 07 minutes 58 seconds West.

INTERSTATE HIGHWAY 35E

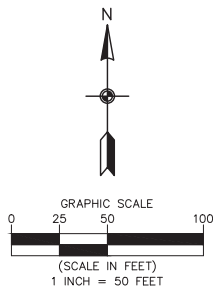
INSET A

WATERMARK 4TH ADDITION



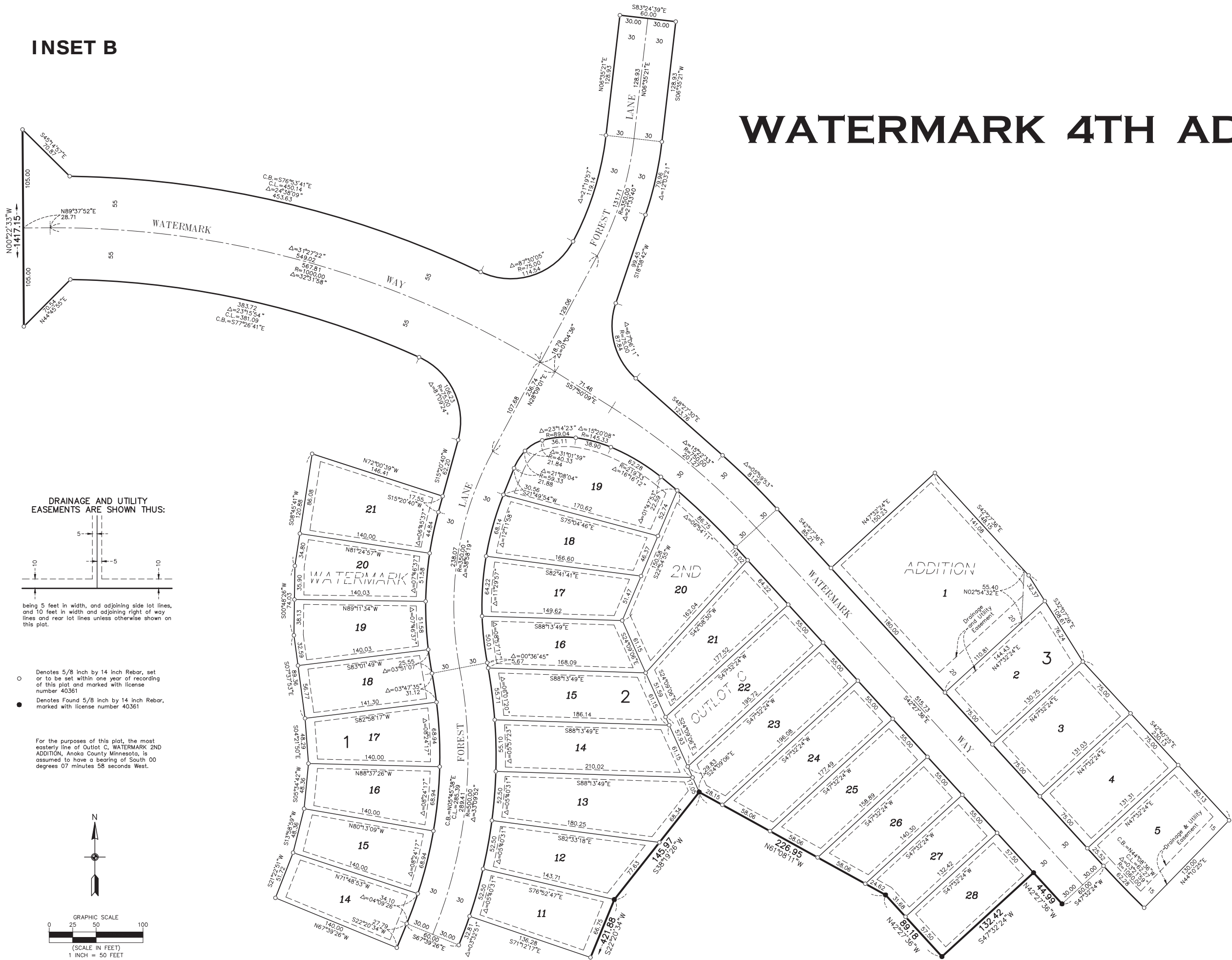
For the purposes of this plat, the most easterly line of Outlot C, WATERMARK 2ND ADDITION, Anoka County Minnesota, is assumed to have a bearing of South 00 degrees 07 minutes 58 seconds West.

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



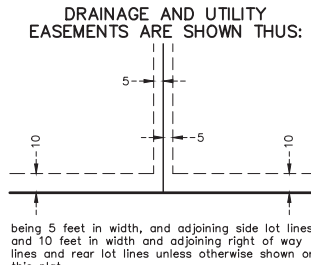
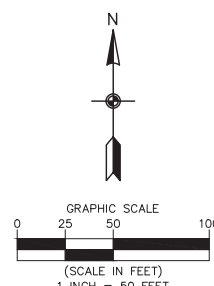
INSET B

WATERMARK 4TH ADDITION



INSET C

WATERMARK 4TH ADDITION



For the purposes of this plat, the most easterly line of Outlot C, WATERMARK 2ND ADDITION, Anoka County Minnesota, is assumed to have a bearing of South 00 degrees 07 minutes 58 seconds West.

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

● Denotes Found 5/8 inch by 14 inch Rebar, marked with license number 40361

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

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT AND
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR WATERMARK 4th ADDITION**

WHEREAS, on April 12, 2021 the City Council passed Resolution No. 21-20 approving Watermark 4th Addition PUD Final Plan/Final Plat; and

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

NOW, THEREFORE BE IT RESOLVED by The City Council of The City of Lino Lakes hereby approves the Development Agreement and Planned Unit Development Agreement between US Home Corporation and the City of Lino Lakes for Watermark 4th 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 12th day of April, 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

and

PLANNED UNIT DEVELOPMENT AGREEMENT

Watermark 4th Addition

THIS AGREEMENT is made this ____ day of _____, 2021, by and between the City of Lino Lakes ("City"), a Minnesota municipal corporation, and U.S. Home Corporation, A Delaware corporation d/b/a Lennar Corporation ("Developer").

1. **Subdivision.** Developer received preliminary plat approval from the City by Resolution No. 16-51 for a plat known as Watermark ("Subdivision"). Unless otherwise stated, all terms and conditions of this Agreement relate to work within the Watermark 4th Addition of the Subdivision.
2. **Final Plat Approval.** The City's approval of the final plat of Watermark 4th 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. 21-20. 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 Watermark 4th Addition shall be developed in accordance with the following Developer Plans, original copies of which are on file with the City Engineer. The Developer Plans may be prepared and revised after entering into this Agreement but must be approved by the City before commencement of any work. If the plans vary from the written terms of this Agreement, this Agreement shall control.
 - b. The Developer Plans as of the date of this Agreement are:
 - i. Watermark 4th Addition Final Plat, containing 5 sheets, prepared by Carlson McCain, received December 15, 2020.
 - ii. Watermark 4th Addition Sanitary Sewer, Water Main, Storm Sewer (Box Culvert Construction) and Street Construction plan set containing 25 sheets, revision date March 19, 2021, prepared by Carlson McCain.

- iii. Watermark Grading, Development & Erosion Control Plan, containing 24 sheets, prepared by Carlson McCain, revision date March 19, 2021.
 - iv. Watermark 4th Addition Turn Lane Plans, containing 8 sheets, prepared Carlson McCain, revision date March 15, 2021.
 - v. Watermark 4th Addition Landscape Plans, containing 6 sheets, prepared Carlson McCain, revision date March 19, 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 2021, current version.

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

- a. Site Grading
 - i. No grading shall commence until all requirements of the Rice Creek Watershed District (RCWD) have been satisfied.
 - ii. All site grading shall be conducted in accordance with the grading plan as approved by the City and in accordance with NPDES and RCWD requirements. The Developer shall perform the work in accordance with a Storm Water Pollution Prevention Plan (SWPPP) pursuant to Minnesota Pollution Control Agency (MPCA) requirements.
- b. Grading and Erosion Control
 - i. The Developer shall grade the site to within 0.2 foot of the grades shown on the approved grading plan. No deviations will be allowed unless a revised plan is submitted and approved in writing by the City and all other regulatory agencies.

- ii. The street right-of-way, storm water storage ponds, and surface water drainage ways shall be graded prior to commencement of utility construction. Four inches of topsoil and a City approved seed mix shall be installed within disturbed areas, and seed mix information shall be provided to the City.
- iii. The Developer shall be responsible for ascertaining that site geotechnical and groundwater conditions are adequate and conforming with the grading and site improvement as proposed.
- iv. The Developer's engineer shall certify in writing, with an as-built survey, that all grading complies with the approved grading plan prior to issuance of any building permits.
- v. The Developer shall promptly clear dirt and debris within public rights-of-ways and drainage and utility easements resulting from construction by the Developer, its purchasers, builders and contractors within five (5) days after notification by the City. The Developer shall be responsible for all necessary street and storm sewer maintenance, including street sweeping, until all home construction is completed, unless otherwise released by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on them, including detour signs if necessary. If and when the streets become impassable, such streets shall be barricaded and closed. The Developer shall maintain a smooth, hard driving surface and adequate drainage on all temporary streets.
- c. Final street grading, subbase, gravel base, concrete curb and gutter, and bituminous base course and wear course shall be furnished and installed. Street signs shall be installed by the Developer within ten (10) business days following the completion of the base course.
- d. Sidewalks, trails and street lighting shall be installed within 6 months of the bituminous base course. Extensions may be approved by the City Engineer, due to weather conditions, upon receipt of a written request in writing by the Developer to the City. In no case shall such extension extend beyond one year from the date of installation of bituminous base course.
- e. Storm sewers, when determined to be necessary by the City Engineer, including all necessary laterals, catch basins, inlets and other appurtenances, shall be furnished and installed.
- f. Sanitary sewer mains, laterals or extensions, including all necessary building services and other appurtenances, shall be furnished and installed.

- g. Water mains, laterals or extensions, including all necessary building services, hydrants, valves and other appurtenances, shall be furnished and installed.
 - h. The Developer shall place iron monuments at all lot, block, and outlot corners and at all other angle points on boundary lines consistent with the final plat. Iron monuments shall be placed after all street and lawn grading has been completed in order to preserve the lot markers for future property owners. Lot corner irons on the back property line shall be installed so that the top of the iron corresponds to the finished ground elevation in accordance with the approved grading plan. Guard stakes shall be appropriately installed to mark these irons.
 - i. Landscaping shall be furnished and installed in accordance with the approved plans. Boulevard Tree Planting shall be the responsibility of the Developer. Developer shall confirm tree selection with City prior to ordering. City retains the right to make changes to species prior to ordering.

Developer shall be responsible for vegetative restoration of ponding areas, outlots, wetland mitigation areas, and other native planting areas identified on the plans in accordance with City Standard Specifications for Construction. Developer shall contract with a qualified firm for the establishment and maintenance of all native plant areas. Said contract shall cover a minimum of the 3 year establishment period, from the date of planting.
 - j. The Developer shall arrange for all gas, telecommunications, cable, internet, electric, and other necessary private utility services to the Subdivision in accordance with City Code and State law. The utilities are required to be located within a joint trench. Street light installations shall be initiated by the Developer with City Engineer approval. The Developer is solely responsible for the cost of private utility installation.
 - k. The Developer shall install mailboxes in accordance with Federal and Postal Service regulations.
 - l. The Developer shall install conservation easement signs per City standard detail plates prior to the issuance of building permits.
7. **Time of Performance.** The Developer shall install all required improvements enumerated in Paragraph 6 by November 30, 2022. 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. **Record Drawings.**
-

- a. Upon project completion, Developer shall submit record drawings, in electronic format, of all public and private infrastructure improvements, including grading, sanitary sewer, watermain, storm sewer facilities, and roads, constructed by Developer. The files shall be drawn in Anoka County NAD 83 Coordinate system and provided in both AutoCAD .dwg and Adobe .pdf file formats. The plans shall include accurate locations, dimensions, elevations, grades, slopes and all other pertinent information concerning the complete work.
- b. The Developer shall submit certified compaction testing results for the site grading operations that certify that grading work meets pertinent compaction requirements for the project.
- c. A summary of the record plan attribute data for the storm sewer, watermain, and sanitary sewer structures and pipes shall be submitted in the form of an Excel Spreadsheet as provided by the City Engineer.
- d. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

9. Faithful Performance of Construction Contracts and Security.

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

- c. Alternatively, the Developer may enter into a Public Improvement Surety Agreement, subject to City approval.
 - d. Reduction of Security. The Developer may request reduction of the Letter of Credit or cash deposit based on prepayment or the value of the completed improvements at the time of the requested reduction.
10. **Warranty.** The Developer warrants all utility work required to be performed by it against poor material and faulty workmanship for a period of two years after its completion and acceptance by the City. All new streets shall be warranted by the developer for a period of one year from the time the final inspection of the street is completed and accepted by the City Council. All trees, grass and sod shall be warranted to be alive, of good quality and disease free for 12 months after planting. Prior to final acceptance of the Developer Improvements the City shall require a Performance Bond or Cash Escrow to cover the warranty provisions of this Agreement. The amount shall be determined by the City Engineer.
11. **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.
12. **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.
13. **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.
14. **Escrow for City's Costs.**
- a. The Developer agrees to establish a non-interest bearing escrow account with the City in an amount determined by the City Administrator or their designee for the payment of all costs incurred by the City related to the development of the Subdivision including, but not limited to, the following (See Exhibit B for breakdown of costs):
 - i. Planning/ Review

- ii. Administration - 3% of Developer Improvement Costs
 - iii. City Engineering and Legal
 - iv. Street lighting installation (by utility company, developer to initiate)
 - v. Street, storm sewer and pond maintenance
 - vi. 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.
15. **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 C for breakdown of costs):
- a. Park Dedication
- Park dedication fees will be credited for trail construction costs and the 5.39 acre Public Park located in the Watermark 4th Addition, and deeded to the City per the Master Developer Agreement (MDA). As required by the MDA, the parkland dedication fees are based on an appraisal of fair market value. An appraisal was prepared in December 2018 by Insight Realty Advisors, Inc. The credited value of the Public Park is \$207,000. The public park will be developed by City consistent with the approved Master Plan.
- Lot 1, Block 3, Watermark 4th Addition is being platted for the future construction of the HOA clubhouse. Per the Master Development Agreement, the developer shall construct a private club house for the use of the residents of the Development once final plat approval for 518 lots has been granted by the City. With the approval of the 4th addition final plat, there will be 516 approved lots.
- Per the Watermark 3rd Addition Development Agreement, the townhome tot lot, play equipment and associated landscaping on Outlot I, Watermark shall be completed by August 30, 2021. Per Resolution No. 16-51, credit will not be given for theses private park improvements.

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

Watermark 4th Addition	
Total # Units =	91
x Park Dedication Fee	\$3,160
= Cash in Lieu Value	\$287,560
- Land dedication value (Outlot C, Watermark 4th)	(\$207,000)
- Trail Construction Costs	(\$120,000)
TOTAL CASH FEE DUE =	(\$39,440)

There are 348 remaining lots to be platted. The negative cash balance will be carried over and credited against park dedication fees collected with the next phase of development.

- b. The Developer shall pay 15 months of maintenance and energy costs for street lights installed within the Subject Property at the rate of \$8/month/light. After that the City will assume the costs.
- c. GIS Mapping Fees
- d. Trunk Sewer Connection Fees

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

Trunk Charge

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

Sanitary Sewer

\$1,630.00 Per Unit

Availability Charge

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

City Sewer (CSAC)

\$1,525.00 Per SAC Unit

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

e. Trunk Water Connection Fees

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

Trunk Charge

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

Water

\$2,341.00 Per Unit

Availability Charge

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

City Water (CWAC)

\$1,473.00 Per SAC Unit

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

f. Surface Water Management Area Charges

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

Surface Water Management Charge shall be determined in accordance with the Watermark Master Development Agreement. The amount is specified in Exhibit B. The charge shall be paid at the time of subdivision approval.

16. 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.

17. **Building Permits.** No building permits shall be issued until:

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

18. Special Provisions.

- a. Rear yard draitile systems shall be privately maintained, and will not be maintained by the City. This is consistent with all phases of the Watermark Development.
- b. Club House - Sanitary Sewer and Water Trunk Charges are being charged as one unit, and the SAC and WAC charges will be due at the time of building permit and when a Metropolitan Council of Environmental Services (MCES) SAC determination is available.
- c. Lake 20 (Outlot D Watermark 4th Addition, and Outlots E and G Watermark), which is owned and maintained by the Watermark Homeowners Association, may be utilized by the City for the extraction of water to irrigate the Public Park to be constructed on Outlot C, Watermark 4th Addition. In addition, the City may construct a dock or pier from the Public Park onto Lake 20, and the public shall have the right to access and utilize Lake 20 from the Public Park or any dock or pier constructed by the City. The City and the Watermark Homeowners Association shall enter an agreement, City Park Operations and Maintenance and Stormwater Re-Use Agreement, prior to recording of the plat, vesting the City with the rights described in this section. The agreement providing for such rights shall not be deemed to be a dedication of any property for general public use. The City's entry and access to, and use of, Lake 20 shall always be subject to the following provisions: (i) the City shall promptly restore any areas disturbed in the course of the City's entry or use thereof, (ii) the City shall maintain, repair and replace any improvements installed by the City at the City's sole cost and expense, and (iii) the City shall indemnify, defend and hold Developer and the Watermark Homeowners Association harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorney's fees) arising out of or relating to any such access, entry or use thereof, all such obligations shall survive termination or expiration of this Agreement.
- d. The Developer shall obtain a FEMA approved CLOMR to revise the impacted floodplain prior to grading within the floodplain. Building permits will not be issued on until a FEMA approved LOMR is received for Lots 12-20 Block 1, Lots 8-18 and 20-26 Block 2, and Lots 1-2 Block 3 of the Watermark 4th Addition.
- e. Outlots A, B and D, Watermark 4th Addition are preserved as permanent Open Space and shall be improved by the Developer in accordance with the approved plans and upon completion and acceptance by the city, of such improvements, it shall be owned and maintained by a Homeowner's Association in accordance with an approved Restoration and Management Plan.

f. Homeowners' Association Covenants and Restrictions

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

- g. Watermark Way access to 20th Avenue North (CSAH 54) shall not be open to traffic until 20th Avenue North (CSAH 54) turn lane construction is completed.
- h. The box culvert design shall include a geotechnical evaluation where the absence of peat is verified a reasonable distance below the culvert. The overall design and layout for this section of Watermark Way shall be approved by the City prior to the City issuing a grading permit. Such approval shall not be unreasonably withheld.
- i. The developer shall provide a 20 foot wide trail easement based on the centerline of the newly constructed trail.
- j. Existing wells shall be properly abandon per state requirements.
- k. Stormwater Re-use Agreements for pumps one, two and three shall be executed prior to the recording of the final plat for the Watermark 4th Addition.

19. **Hours of Construction Activity.**

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

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

20. **Insurance.** Developer or its general contractor shall take out and maintain until one year after the City accepted the Developer Improvements, public liability and property

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

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

22. **General.**

a. Binding Effect

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

b. Validity.

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

c. Notices

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

U.S. Home Corporation, dba Lennar
16305 36th Avenue N, Suite 600
Plymouth, MN 55446
Joe.Jablonski@Lennar.com

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

23. Land Use Controls - Planned Unit Development.

Watermark is a Planned Unit Development (PUD) as approved by the City Council by Ordinance No. 04-16, Resolution No. 16-151, Resolution No. 19-137, Resolution No. 20-30, and Resolution No. 21-20.

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

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

CONSENT AND SUBORDINATION

Not Applicable

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

IN WITNESS WHEREOF, _____, has caused this Consent and Subordination to
be executed this _____ day of _____, 2021.

By:

Its:

STATE OF MINNESOTA _____)

_____) SS

COUNTY OF _____)

On this _____ day of _____, 2021, before me, a Notary Public within and
for said County, personally appeared _____, who executed the foregoing
instrument.

Notary Public

EXHIBIT A

Final Plat

DRAFT

WATERMARK 4TH ADDITION

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

KNOW ALL PERSONS BY THESE PRESENTS: That U.S. Home Corporation, a Delaware corporation, owner of the following described property:
Outlot C, WATERMARK 2ND ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.
Has caused the same to be surveyed and platted as WATERMARK 4TH ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.
In witness whereof said U.S. Home Corporation, a Delaware corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____ by Jon Aune, Division Vice President of U.S. Home Corporation, a Delaware corporation, on behalf of the corporation.

U.S. HOME CORPORATION

Jon Aune, Division Vice President

(Signed)

(Printed)
Notary Public, _____
My commission expires _____

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

Dated this ____ day of _____, 20____.

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

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____ by Thomas R. Balluff.

(Signed)

(Printed)
Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA
This plat of WATERMARK 4TH 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____.

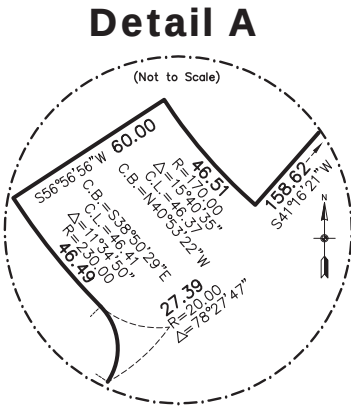
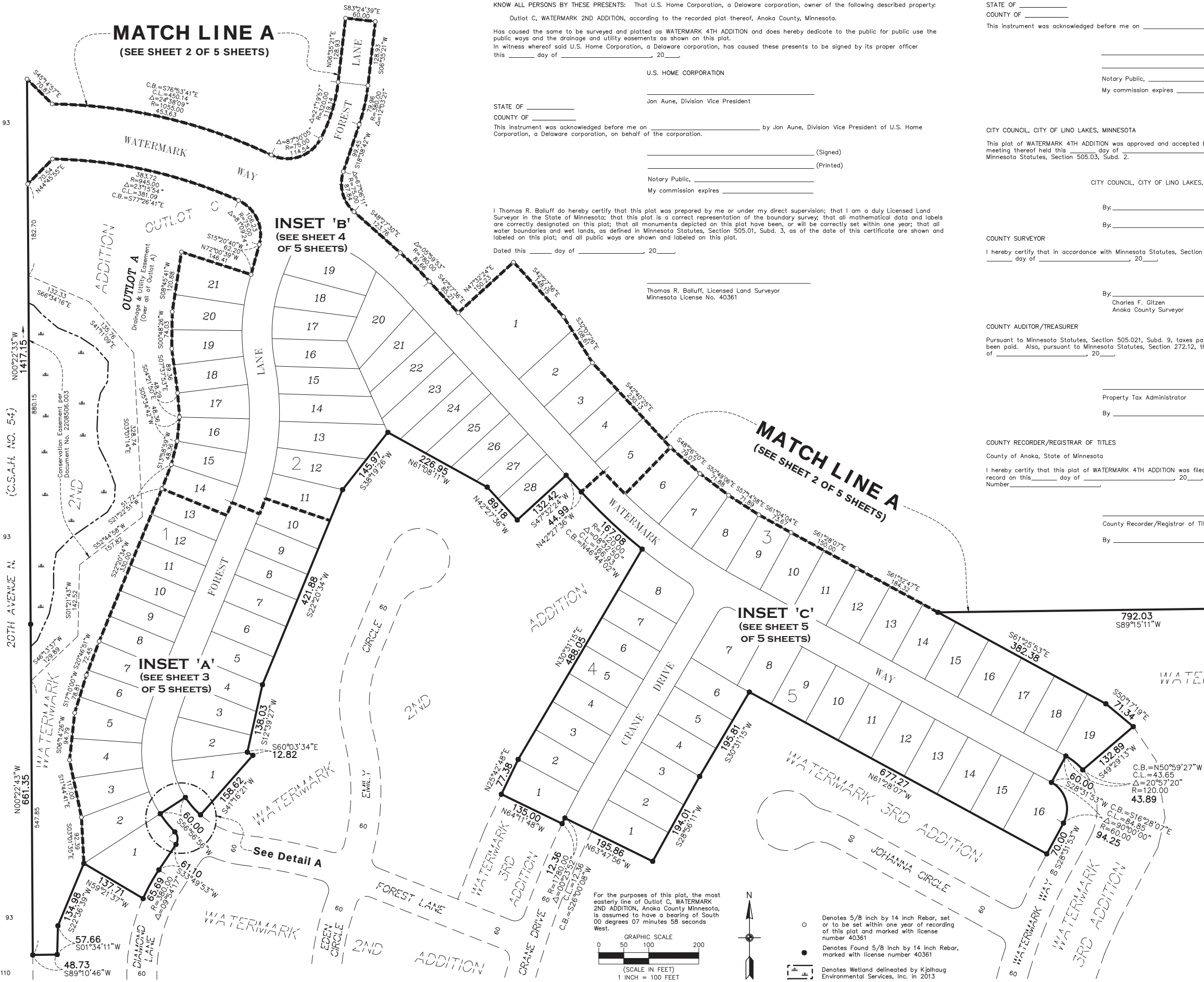
By: _____
Charles F. Gitzen
Anoka County Surveyor

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 WATERMARK 4TH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this ____ day of _____, 20____, at ____ o'clock ____ M., and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles
By: _____, Deputy



DEER PASS

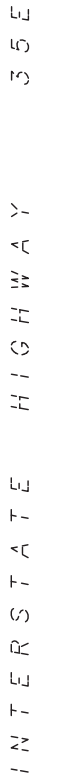
For the purposes of this plat, the most easterly line of Outlot C, WATERMARK 2ND ADDITION, Anoka County Minnesota, is assumed to have a bearing of South 00 degrees 07 minutes 58 seconds West.
GRAPHIC SCALE
0 50 100 200
(SCALE IN FEET)
1 INCH = 100 FEET



- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Found 5/8 inch by 14 inch Rebar, marked with license number 40361
- ▨ Denotes Wetland delineated by Kjolhaug Environmental Services, Inc. in 2013

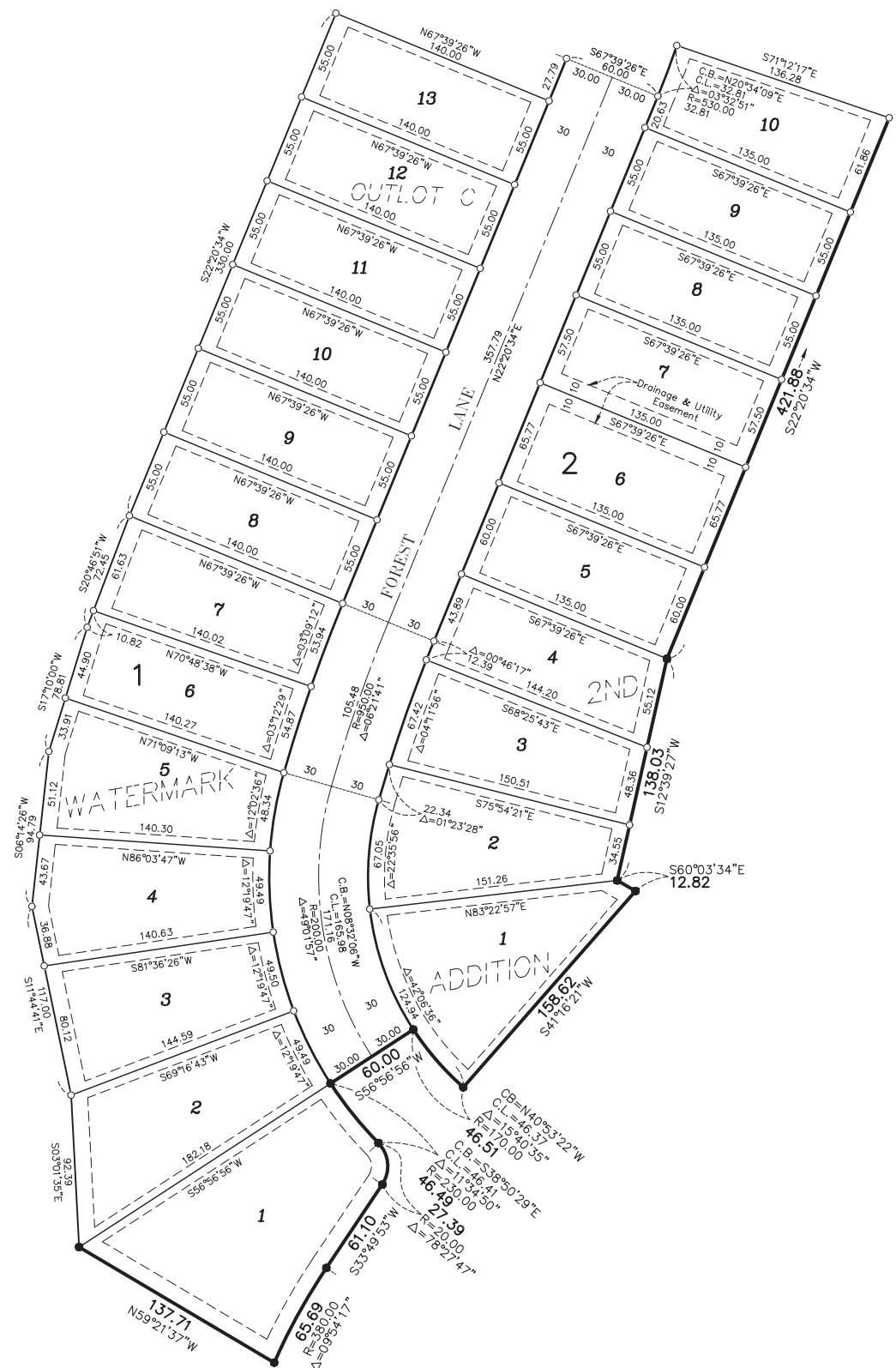
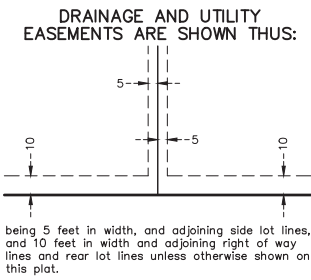


CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 13, TWP. 31, RGE. 22



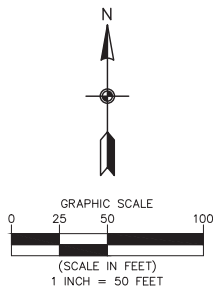
INSET A

WATERMARK 4TH ADDITION



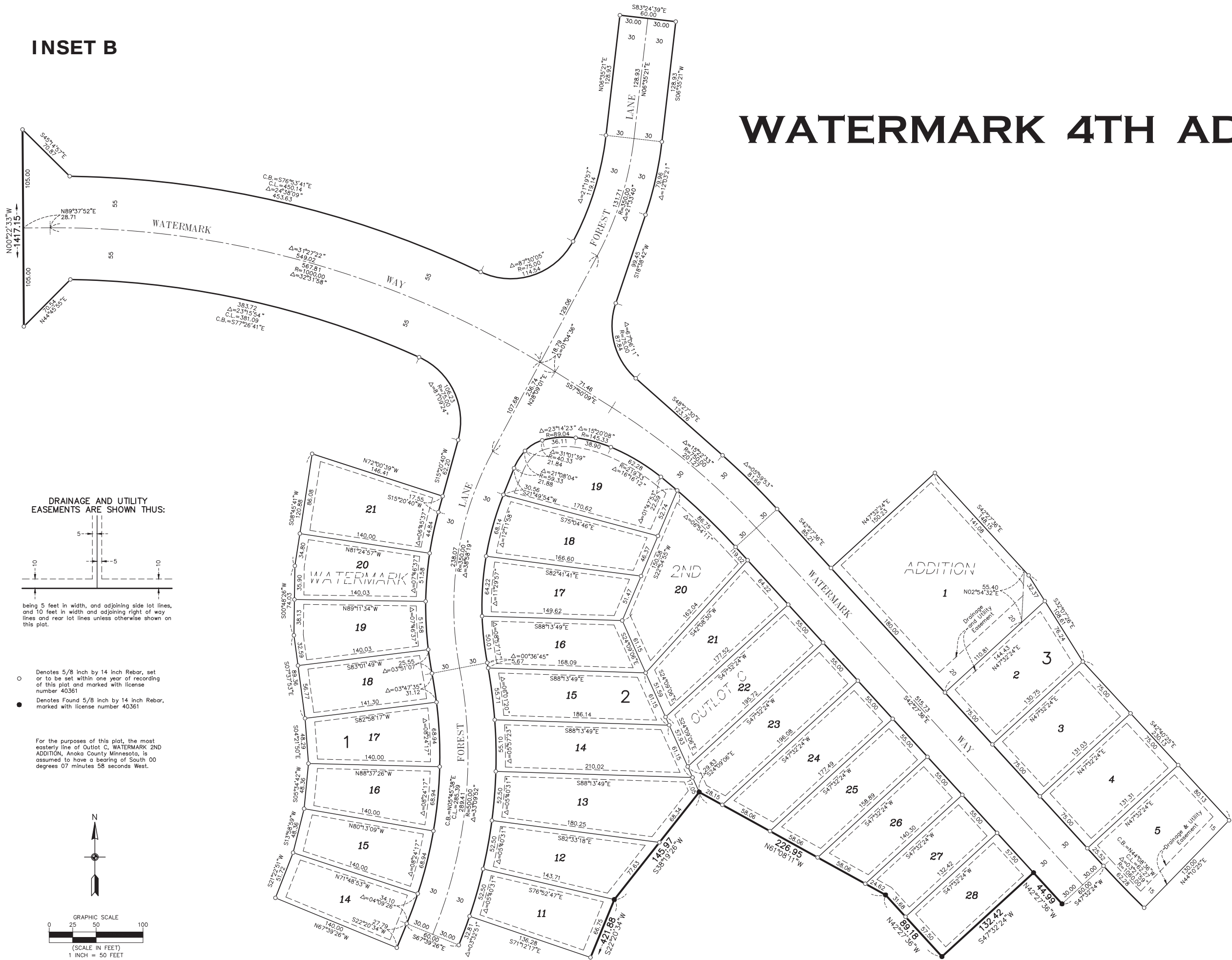
For the purposes of this plat, the most easterly line of Outlot C, WATERMARK 2ND ADDITION, Anoka County Minnesota, is assumed to have a bearing of South 00 degrees 07 minutes 58 seconds West.

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



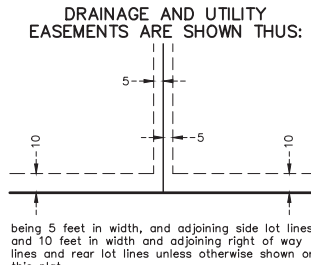
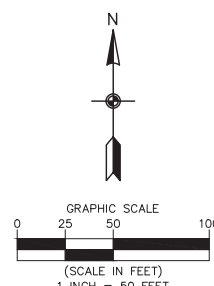
INSET B

WATERMARK 4TH ADDITION



INSET C

WATERMARK 4TH ADDITION



For the purposes of this plat, the most easterly line of Outlot C, WATERMARK 2ND ADDITION, Anoka County Minnesota, is assumed to have a bearing of South 00 degrees 07 minutes 58 seconds West.

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

● Denotes Found 5/8 inch by 14 inch Rebar, marked with license number 40361

EXHIBIT B

Securities, Escrows & Fees

DRAFT

EXHIBIT B
Securities, Escrows & Fees

PROJECT: Watermark 4th Addition	NUMBER OF REU's: 92
APPLICANT: US Home Corporation	NO. OF LOT FRONTAGE: 97
	AREA (Acres): 27.5

IMPROVEMENTS	COST
<u>DEVELOPER IMPROVEMENT COSTS (Private)</u>	
SITE GRADING	\$3,595,000
EROSION CONTROL	\$109,000
Total	<u>\$3,704,000</u>
Letter of Credit Amount X 35%	\$1,296,400

<u>DEVELOPER IMPROVEMENT COSTS (Public)</u>	
SITE GRADING	\$0
EROSION CONTROL	\$15,000
LANDSCAPING	\$128,300
OPEN SPACE & WETLAND RESTORATION	\$150,568
TRAIL	\$120,000
STREETS	\$1,723,225
BRIDGE	\$400,000
TURN LANES	\$170,805
STORM SEWER CONST.	\$470,492
SANITARY SEWER CONST.	\$646,160
WATERMAIN CONST.	\$765,860
ENGINEERING & SURVEYING	<u>\$91,808</u>
Total	<u>\$4,682,218</u>
Letter of Credit Amount X 150%	\$7,023,327

<u>ESCROW for CITY'S COSTS</u>	
PLANNING/ REVIEW	\$1,500
ADMINISTRATION	\$140,470
ENGINEER PLAN REVIEW	\$2,500
ENGINEER CONSTRUCTION SERVICES	\$209,655
PROJECT FINAL DOCUMENTS & CITY ENGINEER	\$5,500
STREET LIGHT INSTALLATION	\$22,500
STREET & STORMWATER MAINTENANCE	\$3,500
PROPERTY TAXES	\$0
TRAFFIC AND SIGNING IMPROVEMENTS	\$22,200
BOULEVARD TREE PLANTING	<u>\$0</u>
Total	<u>\$406,325</u>

<u>DEVELOPMENT FEES</u>	
PARK DEDICATION	\$287,560
PARK DEDICATION CREDIT	\$327,000
Subtotal Park Dedication Fee	(\$39,440)
AUAR	\$7,406
GIS MAPPING FEE	\$8,730
STREET LIGHTING OPERATION	<u>\$1,080</u>
Total	<u>\$17,216</u>

TRUNK SANITARY SEWER	
TRUNK CHARGE PER (ACRE OR UNIT)	\$149,960
AVAILABILITY CHARGE PER SAC UNIT	\$138,775
TRUNK SANITARY SEWER CREDIT	\$0
TRUNK WATERMAIN	
TRUNK CHARGE PER (ACRE OR UNIT)	\$215,372
AVAILABILITY CHARGE PER SAC UNIT	\$134,043
TRUNK WATERMAIN CREDIT	<u>(\$165,530)</u>
TOTAL TRUNK SEWER & WATER FEES	\$472,620

SURFACE WATER MANAGEMENT	\$224,777
SURFACE WATER MANAGEMENT CREDIT	<u>\$0</u>
TOTAL SURFACE WATER MANAGEMENT FEES	\$224,777

Total	<u>\$472,620</u>
Letter of Credit Amount X 35%	\$165,417

<u>SUMMARY OF SECURITIES, ESCROW & FEES</u>	
SECURITY: DEVELOPER IMPMENT COSTS	\$8,319,727
ESCROW FOR CITY COSTS	\$406,325
DEVELOPMENT FEES	\$241,993
SECURITY: TRUNK FEES	\$165,417

**CITY OF LINO LAKES
RESOLUTION NO. 21-25**

**RESOLUTION APPROVING WATERMARK CITY PARK OPERATIONS AND
MAINTENANCE AND STORMWATER RE-USE AGREEMENT**

WHEREAS, on April 12, 2021 the City Council passed Resolution No. 21-20 approving Watermark 4th Addition PUD Final Plan/Final Plat; and

WHEREAS, a condition of approval requires the execution of a City Park Operations and Maintenance and Stormwater Re-Use 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 City Park Operations and Maintenance and Stormwater Re-Use Agreement between US Home Corporation and the City of Lino Lakes for Watermark 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 12th day of April, 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

(Above Space Reserved for Recording Information)

**CITY PARK OPERATIONS AND MAINTENANCE AND STORMWATER RE-USE
AGREEMENT**

(Watermark, Lino Lakes, Minnesota)

THIS CITY PARK OPERATIONS AND MAINTENANCE AND STORMWATER RE-USE AGREEMENT (this "**Agreement**") is entered into as of this _ day of _____, 2021, by and between the City of Lino Lakes ("City"), a Minnesota municipal corporation and Watermark Master Homeowners Association, a Minnesota nonprofit corporation ("Neighborhood Association").

RECITALS

A. Surfacewater management systems including a Lake ("**Lake**") have been located on property owned by the Neighborhood Association and legally described as:

Outlots E and G, Watermark and Outlot D, Watermark 4th Addition, Anoka County, Minnesota (the "**Outlots**").

B. The Lake is encumbered by a public Drainage and Utility easement in favor of the City of Lino Lakes.

C. The City owns and maintains a City park ("**City Park**") along the west end of the Lake located on Outlot C, Watermark 4th Addition, Anoka County, Minnesota.

D. The City has required that retained surfacewater be used to provide irrigation water to the common elements within the Watermark residential community (the "**Common Elements**")

as identified on **Exhibit A** attached hereto and incorporated herein, City Park, and boulevard landscaping.

E. A Stormwater Re-Use Distribution System (the "**Distribution System**"), including without limitation a Stormwater Re-Use Pump and RPZ backflow preventer assembly (the "**RPZ and Pump**"), have been designed and will be installed by the Neighborhood Association in locations as generally depicted on **Exhibit A** attached hereto and incorporated herein, which System, RPZ and Pump allow surfacewater from the Lake to be used to provide irrigation water to the Watermark irrigation system (the "**Irrigation System**") that provides irrigation to the Common Elements.

F. The City will install, operate and maintain the Irrigation System located on the City Park which will be connected by the City to the System, RPZ and Pump operated by the Neighborhood Association. The Distribution System and boulevard landscaping system shall be maintained by the Neighborhood Association.

G. The City, as part of the City Park development, will construct, operate and maintain a public dock or pier open to the public which extends into the Lake.

H. The City and the Neighborhood Association wish to enter into this Agreement, governing the operation and maintenance of the City Park, the public dock or pier, the Distribution System, and Irrigation System.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Use of Surfacewater.** The City hereby acknowledges and agrees that the Neighborhood Association will utilize the surfacewater from the Lake to provide irrigation water to the Distribution System, all in accordance with the terms and conditions of this Agreement. The Distribution System will be installed by the Neighborhood Association and stored within Outlots. Nothing herein shall be construed to restrict any other use of the Outlots in accordance with applicable laws.

2. **Duration of Agreement.** The term of this Agreement, a period of twenty-five (25) years from the date of execution, subject to extensions and termination as set forth herein.

3. **Pumping Requirements.** Notwithstanding anything herein to the contrary, the Neighborhood Association shall be required to use the Distribution System and Pump to irrigate the Common Elements with surfacewater from the Lake.

The Neighborhood Association and the Townhome Association may only use water from the City's municipal water supply system for irrigation purposes when the following conditions apply:

- 1) There is a deficiency with the system RPZ or Pump that causes the Irrigation System to become inoperable.

- 2) The Lake falls four feet (4') in elevation from the normal water level (NWL) elevation of 900 feet to an elevation of 896 feet and remains so for at least twenty-four (24) hours.

In either of these cases, the Neighborhood Association shall be required to contact the City, in writing, and request the Irrigation System supply be switched to treated drinking water from the City's municipal water supply system. The City reserves the right to disable the Pump at any time in order to prevent exceedance of the four-foot (4') Lake reduction.

Notwithstanding the foregoing paragraph 4(2), after a period of five (5) years from the execution of this Agreement, both parties will consider and evaluate and negotiate in good faith the matter of whether the four-foot (4') Lake reduction limitation may be increased or decreased. If the four-foot (4') Lake reduction limitation is decreased, it may not be decreased by more than two feet (2'). In the event that the Neighborhood Association and the Townhome Association uses treated drinking water from the City's municipal water supply system for the Irrigation System rather than surfacewater from the Lake, the City shall bill the Neighborhood Association and the Townhome Association at the City's established water rate during that time period.

5. **Irrigation.** The Neighborhood Association shall be exempt from any watering restrictions of the City relating to irrigation, provided that the Neighborhood Association are re-using surfacewater via the Distribution System for irrigation purposes. Such exemption shall not apply if the Neighborhood Association is using the City's water supply for irrigation purposes.

6. **Maintenance; Dock/Pier.** The Neighborhood Association shall allow the City access over the Outlots and other real property owned by the Neighborhood Association as is reasonably needed to inspect the Distribution System and Irrigation System. The Neighborhood Association shall coordinate and perform full-system draining and blow-out for winterization purposes, up to and including the System RPZ and Pump. Maintenance and winterization activities shall include by way of illustration, but not by way of limitation, those in **Exhibit B**. All maintenance, repair, and replacement of the System RPZ and Pump shall be the responsibility of the Neighborhood Association. Notwithstanding the foregoing, in no event shall the City be responsible for turf degradation, consequential damages, or property damage as a result of water quality or supply issues or otherwise by reason of its provision of or failure to provide the services offered by it under this Agreement.

The City shall be solely responsible for maintaining, repairing and replacing the Irrigation System located on the City Park, including all winterization work, and any dock or pier located on the Outlots.

In connection with the City's construction of any dock or pier on the Outlots, the City will not allow any such work to interfere with Watermark development work on adjacent or nearby properties pursuant to that certain Development Agreement for Watermark 4th Addition (the "Development Agreement"), or any approved site plan for the development and any other property subject to the Development Agreement. City will make reasonable efforts to restore the portions of the Outlots impacted by City in the course of constructing any dock or pier on the Outlots.

The City's entry and access to, and use of, the Outlots for inspection purposes or any construction work shall always be subject to the following provisions: (i) the City shall promptly restore any areas disturbed in the course of the City's entry or use thereof, (ii) the City shall maintain, repair and replace any improvements installed by the City at the City's sole cost and expense, and (iii) the City shall indemnify, defend and hold the Neighborhood Association, the Townhome Association and U.S. Home Corporation harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorney's fees) arising out of or relating to any such access, entry or use thereof, all such obligations shall survive termination or expiration of this Agreement.

The City acknowledges that the Lake may have inlet and outlet structures where there may be moving water all year. There may be portions of the Lake that are never frozen. Ice near these areas is thinner and more likely to break. WATER ACTIVITIES IN GENERAL ARE INHERENTLY DANGEROUS. WALKING OR SKATING ON ICE IS INHERENTLY DANGEROUS. ANY PERSON CHOOSING TO ENGAGE IN WATER ACTIVITIES, OR WALK OR SKATE ON THE LAKE IS DOING SO AT HIS OR HER OWN RISK, ASSUMES ALL LIABILITY FOR SUCH ACTIVITY, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF OTHER PERSONS, AND AGREES BY THEIR ACTIONS TO INDEMNIFY, DEFEND AND HOLD HARMLESS U.S. HOME CORPORATION, THE NEIGHBORHOOD ASSOCIATION, THE TOWNHOME ASSOCIATION, THEIR BOARD OF DIRECTORS AND ANY MANAGEMENT COMPANY RETAINED BY THEM IN THE EVENT OF INJURY OR DEATH. The water elevations in the Lake will fluctuate widely depending upon rainfall and other weather conditions, and at times there may be no water in the Lake. Neither the Neighborhood Association, nor the Townhome Association, make any representations or warranties about (i) vegetation in or around the Lake, (ii) water quality or clarity, or (iii) the water level or quantity of water in the Lake, all of which will fluctuate from time to time.

Nothing herein shall be deemed to be a gift or dedication of any portion of the Outlots to the general public, it being the intention of the parties that this Agreement will be strictly limited to and for the purpose expressed in this Agreement.

7. **Startup and Testing.** It shall be the Neighborhood Association responsibility to ensure water quality is adequate for irrigation prior to System startup each spring. It shall be the City's responsibility to ensure water quality is adequate for irrigation for the City Park. The Neighborhood Association shall coordinate Lake water quality sampling and analysis every year between the months of April and May and transmit the results to the City following the City's request therefor. The water quality parameters shall include, at a minimum, the following: fecal coliforms (*E. coli*), total coliforms, turbidity, total dissolved solids (TDS), total suspended solids (TSS), pH, chloride, nitrate, total phosphorus, zinc, and copper.

Notwithstanding the foregoing paragraph 7, after a period of three (3) years from the execution of this Agreement, both parties will consider and evaluate and negotiate in good faith the matter of whether the Lake water quality results collected to date warrant increasing or decreasing the frequency of water quality sampling and analysis.

8. **Equipment Failure.** In the event there is a deficiency with the Distribution System RPZ or Pump which causes the Irrigation System to become inoperable, the Neighborhood Association shall correct the deficiency within thirty (30) days after the City gives written notice to the Neighborhood Association specifying the deficiency, or as soon as reasonably possible otherwise. If the Neighborhood Association fails to correct the deficiency within thirty (30) days after the City provides written notice to the Neighborhood Association the City may, without further notice, access the Distribution system to make necessary repairs. The Neighborhood Association shall be billed for labor and material costs associated with the City performing repairs on the Distribution system and the use of treated drinking water from the City's municipal water supply system for irrigation during the inoperability.

9. **Credits.** The Neighborhood Association recognizes the City's intent to use any excess volume and water quality credits created by the Irrigation System as a means of meeting volume and water quality requirements for City road and other projects under Rice Creek Watershed District stormwater management rules. Notwithstanding the foregoing, the Neighborhood Association has no obligation to create any such excess credits or to operate the Irrigation System in any manner other than in accordance with the requirements of this Agreement.

10. **Default.** In the event the Neighborhood Association fails or refuses to properly maintain, repair and/or operate the Distribution System as required herein, the Neighborhood Association shall correct the deficiency within thirty (30) days after the City gives written notice to the Neighborhood Association specifying the deficiency, or as soon as reasonably possible otherwise. If the Neighborhood Association fails to correct the deficiency in a timely manner, then the City may, with ten (10) days written notice and without regard to the formalities of Minnesota Statutes Chapter 429, perform such work to maintain, repair, and/or operate the Irrigation System and assess Neighborhood Association for the cost of such work.

11. **Extension.** Except to the extent otherwise provided in this Agreement following the initial twenty-five (25) year term, this Agreement will be automatically extended for successive one-year periods (subject to the "Termination" section below), on the same terms and conditions as in effect immediately prior to the then-current expiration date, unless either part gives the other notice of non-extension at least three (3) months before the then-current expiration date.

12. **Termination.** Except as otherwise provided herein, if either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice thereof, the non-breaching party shall have the non-exclusive right to terminate this agreement thereafter, upon written notice.

13. **Miscellaneous.** This Agreement contains the entire agreement between the City and the Neighborhood Association regarding the subject matter hereof. This Agreement may be signed in any number of counterparts, each of which shall be considered an original, but which together shall constitute one and the same instrument. This Agreement may be amended only by a written instrument signed by the parties hereto. This Agreement shall run with the land.

14. **Authorization.** The parties represent and warrant that the undersigned are duly authorized to execute this Agreement and to bind the respective parties to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF LINO LAKES

By: _____
Rob Rafferty, Mayor

By: _____
Julie Bartell, Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Rob Rafferty and Julie Bartell, the Mayor and Clerk of the City of Lino Lakes, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

WATERMARK MASTER HOMEOWNERS' ASSOCIATION

By: _____
Carole Toohey, President

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Carole Toohey, the President of Watermark Master Homeowners' Association, a Minnesota non-profit corporation, on behalf of the non-profit corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Lino Lakes

600 Town Center Parkway

Lino Lakes, Minnesota 55014

EXHIBIT A

IRRIGATION SYSTEM LOCATON MAP

WATERMARK BY LENNAR HOMES

THIS IS A LARGE SITE AND IS BROKEN UP INTO THE FOLLOWING SHEETS

- MASTER GRID SHEET
- SYMBOL LEGEND SHEET
- 12 SHEETS LABLED WITH GRID AND MATCHLINES
- 3 DETAIL SHEETS

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DOUBLE CHECK THE QTY'S GIVEN IN EACH TAKE OFF.

CRITICAL ANALYSIS(PS1-CB)

Generated:	2019-02-25 15:59
P.O.C. NUMBER: 01	PS-1-CB
Water Source Information:	
FLOW AVAILABLE	
Custom Max Flow:	150.00 gpm
Flow Available:	150.00 gpm
PRESSURE AVAILABLE	
Static Pressure at POC:	90.00 psi
Pressure Available:	90.00 psi
DESIGN ANALYSIS	
Maximum Multi-valve Flow:	100.00 gpm
Flow Available at POC:	150.00 gpm
Residual Flow Available:	50.00 gpm
Critical Station:	CB-17
Design Pressure:	55.00 psi
Friction Loss:	4.22 psi
Fittings Loss:	0.42 psi
Elevation Loss:	0.00 psi
Loss through Valve:	2.41 psi
Pressure Req. at Critical Station:	62.06 psi
Loss for Fittings:	1.55 psi
Loss for Main Line:	15.49 psi
Loss for POC to Valve Elevation:	0.00 psi
Loss for Backflow:	0.00 psi
Loss for Master Valve:	3.20 psi
Critical Station Pressure at POC:	82.30 psi
Pressure Available:	90.00 psi
Residual Pressure Available:	7.70 psi

CRITICAL ANALYSIS(PS2-TH)

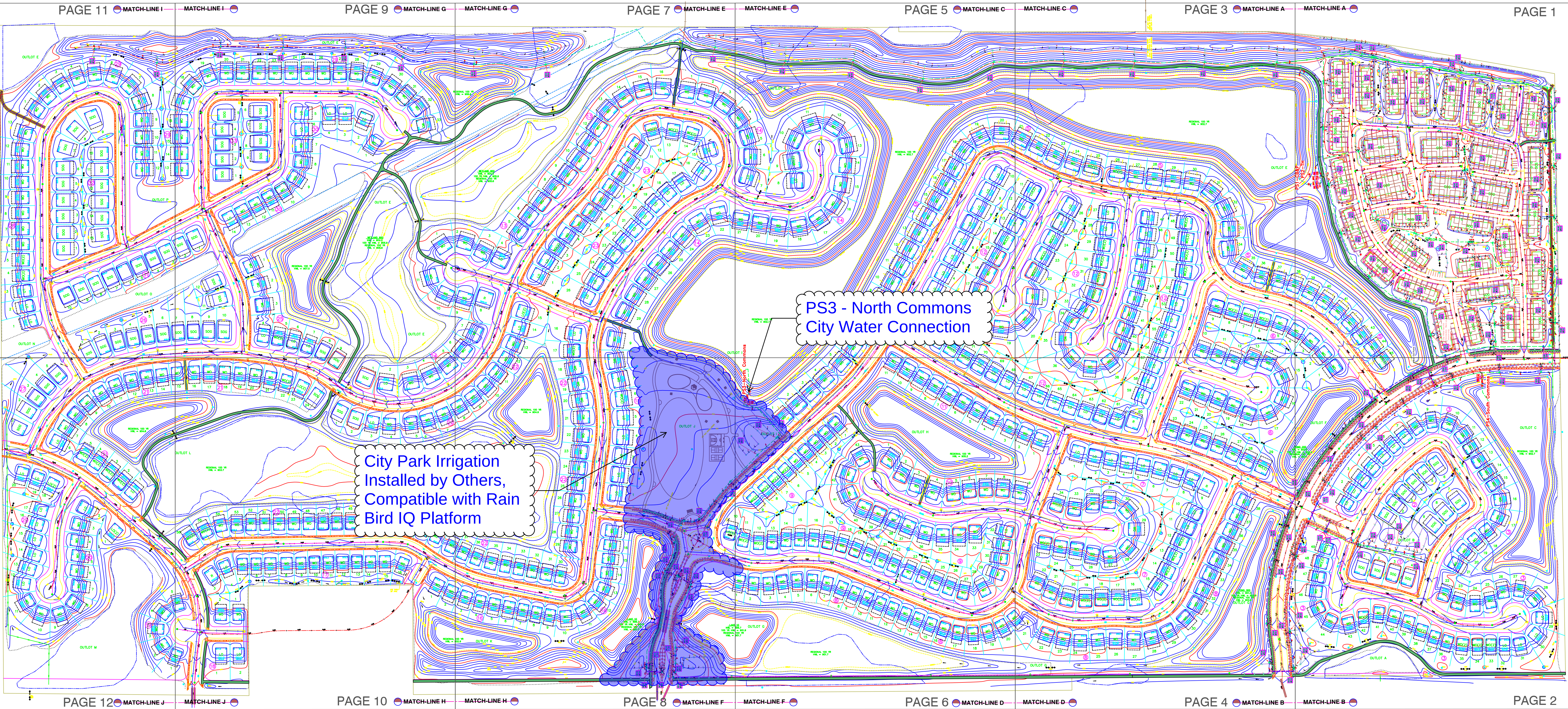
Generated:	2019-02-25 16:01
P.O.C. NUMBER: 02	Pump Station 2-Townhomes
Water Source Information:	
FLOW AVAILABLE	
Custom Max Flow:	300.00 gpm
Flow Available:	300.00 gpm
PRESSURE AVAILABLE	
Static Pressure at POC:	90.00 psi
Pressure Available:	90.00 psi
DESIGN ANALYSIS	
Maximum Multi-valve Flow:	200.00 gpm
Flow Available at POC:	300.00 gpm
Residual Flow Available:	100.00 gpm
Critical Station:	TH-46
Design Pressure:	45.00 psi
Friction Loss:	8.12 psi
Fittings Loss:	0.81 psi
Elevation Loss:	0.00 psi
Loss through Valve:	2.20 psi
Pressure Req. at Critical Station:	56.13 psi
Loss for Fittings:	1.95 psi
Loss for Main Line:	19.55 psi
Loss for POC to Valve Elevation:	0.00 psi
Loss for Backflow:	0.00 psi
Loss for Master Valve:	2.70 psi
Critical Station Pressure at POC:	80.33 psi
Pressure Available:	90.00 psi
Residual Pressure Available:	9.67 psi

CRITICAL ANALYSIS(PS3-NC)

Generated:	2019-02-25 15:58
P.O.C. NUMBER: 03	PS3-North Commons
Water Source Information:	
FLOW AVAILABLE	
Custom Max Flow:	150.00 gpm
Flow Available:	150.00 gpm
PRESSURE AVAILABLE	
Static Pressure at POC:	80.00 psi
Pressure Available:	80.00 psi
DESIGN ANALYSIS	
Maximum Multi-valve Flow:	100.00 gpm
Flow Available at POC:	150.00 gpm
Residual Flow Available:	50.00 gpm
Critical Station:	NC-15
Design Pressure:	45.00 psi
Friction Loss:	7.94 psi
Fittings Loss:	0.79 psi
Elevation Loss:	0.00 psi
Loss through Valve:	2.20 psi
Pressure Req. at Critical Station:	55.94 psi
Loss for Fittings:	1.28 psi
Loss for Main Line:	12.85 psi
Loss for POC to Valve Elevation:	0.00 psi
Loss for Backflow:	0.00 psi
Loss for Master Valve:	3.20 psi
Critical Station Pressure at POC:	73.27 psi
Pressure Available:	80.00 psi
Residual Pressure Available:	6.73 psi

CRITICAL ANALYSIS (PS4-SC)

Generated:	2019-02-25 16:02
P.O.C. NUMBER: 04	PS4-South Commons
Water Source Information:	
FLOW AVAILABLE	
Custom Max Flow:	150.00 gpm
Flow Available:	150.00 gpm
PRESSURE AVAILABLE	
Static Pressure at POC:	90.00 psi
Pressure Available:	90.00 psi
DESIGN ANALYSIS	
Maximum Multi-valve Flow:	100.00 gpm
Flow Available at POC:	150.00 gpm
Residual Flow Available:	50.00 gpm
Critical Station:	SC-26
Design Pressure:	45.00 psi
Friction Loss:	6.75 psi
Fittings Loss:	0.68 psi
Elevation Loss:	0.00 psi
Loss through Valve:	2.14 psi
Pressure Req. at Critical Station:	54.57 psi
Loss for Fittings:	2.56 psi
Loss for Main Line:	25.62 psi
Loss for POC to Valve Elevation:	0.00 psi
Loss for Backflow:	0.00 psi
Loss for Master Valve:	3.20 psi
Critical Station Pressure at POC:	85.95 psi
Pressure Available:	90.00 psi
Residual Pressure Available:	4.05 psi



Watermark
Lino Lakes, MN

DATE: 4-18-19
DRAWN BY: RH
DESIGN BY: IDI
DESIGN #: WM4262018

SCALE:
NT scale

PAGE:
1 OF 8

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EXHIBIT B

OPERATION AND MAINTENANCE REQUIREMENTS

Start-Up

- Prior to start-up, staff responsible shall become familiar with all operation and maintenance information provided by the pump manufacturer.
- Test the RPZ backflow preventer assembly every year before start-up.
- Inspect the pump cart assembly, piping, meters, valves, and fittings and repair defects as necessary.
- Coordinate with City staff to open the appropriate valves to allow for surfacewater supply to the irrigation system and to allow air that is entrained in the system to escape.
- Address any issues with cavitation, excess vibration, leaks, water quality, or other concerns prior to further operating the system.

Pump

- Pump system shall automatically maintain the requisite pressure to the irrigation system.
- Pump controller shall automatically disable the pump in the event of an alarm condition.
- The City reserves the right to disable the pump in order to maintain the agreed-upon Lake water level.

Routine Maintenance

Every two (2) Weeks:

- Visually inspect Lake water level and water quality.
- Visually inspect pump station and vicinity for leaks and signs of vibration or cavitation.
- Run each pump to ensure proper operation. Note any abnormal sounds, cavitation, vibration, leaks, or other concerns.
- Check for operational codes or alarms on the controller.

Annual:

- Test the backflow preventers.
- Coordinate water quality sampling and analysis.

Winterization

- Turn off controller and disconnect power. Lock main disconnect with a padlock to ensure power cannot be applied unintentionally.
- Close all curb stops and isolation valves and completely drain and blow-out the entire system, including any supply lines. Leave all drain valves open through the winter.
- Remove and store pump cart, meters, RPZ backflow preventer assembly, and other miscellaneous equipment in a location where they will not be subjected to freezing.
- Perform pump winterization as recommended by the pump manufacturer.

- Open any petcocks to allow draining.
- Install new corrosion inhibitors in the electrical control panel.
- Schedule and perform annual inspection of the RPZ backflow preventer assembly by a licensed mechanical company.

**CITY OF LINO LAKES
RESOLUTION NO. 21-26**

RESOLUTION APPROVING WATERMARK STORMWATER RE-USE AGREEMENT

WHEREAS, on April 12, 2021 the City Council passed Resolution No. 21-20 approving Watermark 4th Addition PUD Final Plan/Final Plat; and

WHEREAS, the approval required the execution of a Stormwater Re-Use 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 Stormwater Re-Use Agreement between US Home Corporation and the City of Lino Lakes for Watermark 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 12th day of April, 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

(Above Space Reserved for Recording Information)

STORMWATER RE-USE AGREEMENT
(Watermark, Lino Lakes, Minnesota)

THIS STORMWATER RE-USE AGREEMENT (this "**Agreement**") is entered into as of this ____ day of _____, 2021, by and between the City of Lino Lakes ("City"), a Minnesota municipal corporation, Watermark Master Homeowners Association ("Neighborhood Association") and Watermark Townhome Homeowners Association ("Townhome Association").

RECITALS

A. Surfacewater management systems including a Lake and Ponds ("**Lake and Ponds**") have been located on property owned by the Neighborhood Association and the Townhome Association and legally described as:

Outlots E, G and Outlot J, Watermark, and Outlot D, Watermark 4th Addition, Anoka County, Minnesota (the "**Outlots**").

B. The Lake and Ponds are encumbered by a public Drainage and Utility easement in favor of the City.

C. The City has required that the surfacewater in the Lake and Ponds be used to provide irrigation water to the common elements within the Watermark residential community (the "**Common Elements**") as identified on ***Exhibit A*** attached hereto and incorporated herein, including the townhome area, I-35E berm, and boulevard landscaping.

D. A Stormwater Re-Use Distribution System (the "**Distribution System**"), including without limitation a Stormwater Re-Use Pump and RPZ backflow preventer assembly (the "**RPZ**"),

and Pump"), have been designed and will be installed by the Neighborhood Association and Townhome Association in locations as generally depicted on **Exhibit A** attached hereto and incorporated herein, which System, RPZ and Pump will allow stormwater from the Lake and Ponds to be used to provide irrigation water to the Watermark irrigation system (the "**Irrigation System**") on the Common Elements as described herein.

E. The City and the Neighborhood Association and the Townhome Association wish to enter into this Agreement, governing the installation, use and maintenance of the Distribution System and Irrigation System.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Use of Surfacewater.** The City hereby acknowledges and agrees that the Neighborhood Association and the Townhome Association will utilize the stormwater from the Lake and Ponds to provide irrigation water to the Distribution System and Irrigation System, all in accordance with the terms and conditions of this Agreement. The Pump and electrical controls will be installed by the Neighborhood Association and Townhome Association and stored within the property owned by Neighborhood Association or the Townhome Association. Nothing herein shall be construed to restrict any other use of the property owned by Neighborhood Association or the Townhome Association in accordance with applicable laws.

2. **Duration of Agreement.** The term of this Agreement, a period of twenty-five (25) years from the date of execution, subject to extensions and termination as set forth herein.

3. **Pumping Requirements.** Notwithstanding anything herein to the contrary, the Neighborhood Association and the Townhome Association shall be required to use the Distribution System to irrigate the Common Elements with surfacewater from the Lake or Pond.

The Re-use System and Pump for irrigation of the 1-35E berm shall not be connected to treated drinking water from the City's municipal water supply.

The Neighborhood Association and the Townhome Association may only use water from the City's municipal water supply system for irrigation purposes (other than for irrigating the I-35E berm) when the following conditions apply:

- 1) There is a deficiency with the system RPZ or Pump that causes the Irrigation System to become inoperable.
- 2) The pond falls four feet (4') in elevation from the normal water level (NWL) elevation of 900 feet to an elevation of 896 feet and remains so for at least twenty-four (24) hours.

In either of these cases, the Neighborhood Association and the Townhome Association shall be required to contact the City, in writing, and request the Irrigation System supply be switched to treated drinking water from the City's municipal water supply system. The City reserves the right to disable the Pump at any time in order to prevent exceedance of the four-foot (4') pond reduction.

Notwithstanding the foregoing paragraph 4(2), after a period of three (3) years from the execution of this Agreement, both parties will consider and evaluate and negotiate in good faith the matter of whether the four-foot (4') pond reduction limitation may be increased or decreased. If the four-foot (4') pond reduction limitation is decreased, it may not be decreased by more than two feet (2'). In the event that the Neighborhood Association and the Townhome Association uses treated drinking water from the City's municipal water supply system for the Irrigation System rather than surfacewater from the Lake or Pond, the City shall bill the Neighborhood Association and the Townhome Association at the City's established water rate during that time period.

5. **Irrigation.** The Neighborhood Association and the Townhome Association shall be exempt from any watering restrictions of the City relating to irrigation, provided that the Neighborhood Association and the Townhome Association is re-using surfacewater via the Irrigation System for irrigation purposes. Such exemption shall not apply if the Neighborhood Association and the Townhome Association are using the City's water supply for irrigation purposes.

6. **Maintenance.** The Neighborhood Association and the Townhome Association shall allow the City access over real property owned by the Neighborhood Association and the Townhome Association as is reasonably needed to inspect the Irrigation System, RPZ and Pump. The Neighborhood Association and the Townhome Association shall coordinate and perform full-system draining and blow-out for winterization purposes, up to and including the System RPZ and Pump. Maintenance and winterization activities shall include by way of illustration, but not by way of limitation, those in **Exhibit B**. All maintenance, repair, and replacement of the System RPZ and Pump shall be the responsibility of the Neighborhood Association and the Townhome Association. Notwithstanding the foregoing, in no event shall the City be responsible for turf degradation, consequential damages, or property damage as a result of water quality or supply issues or otherwise by reason of its provision of or failure to provide the services offered by it under this Agreement.

The City's entry and access to, and use of, real property owned by the Neighborhood Association or the Townhome Association for inspection purposes or any construction work shall always be subject to the following provisions: (i) the City shall promptly restore any areas disturbed in the course of the City's entry or use thereof, (ii) the City shall maintain, repair and replace any improvements installed by the City at the City's sole cost and expense, and (iii) the City shall indemnify, defend and hold the Neighborhood Association, the Townhome Association and U.S. Home Corporation harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorney's fees) arising out of or relating to any such access, entry or use thereof, all such obligations shall survive termination or expiration of this Agreement.

7. **Startup and Testing.** It shall be the Neighborhood Association and the Townhome Association's responsibility to ensure water quality is adequate for irrigation prior to System startup each spring. The Neighborhood Association and the Townhome Association shall coordinate pond water quality sampling and analysis every year between the months of April and May and transmit the results to the City following the City's request therefor. The water quality parameters shall include, at a minimum, the following: fecal coliforms (*E. coli*), total coliforms,

turbidity, total dissolved solids (TDS), total suspended solids (TSS), pH, chloride, nitrate, total phosphorus, zinc, and copper.

Notwithstanding the foregoing paragraph 7, after a period of three (3) years from the execution of this Agreement, both parties will consider and evaluate and negotiate in good faith the matter of whether the pond water quality results collected to date warrant increasing or decreasing the frequency of water quality sampling and analysis.

8. **Equipment Failure.** In the event there is a deficiency with the System RPZ or Pump which causes the Irrigation System to become inoperable, the Neighborhood Association and the Townhome Association shall correct the deficiency within thirty (30) days after the City gives written notice to the Neighborhood Association and Townhome Association specifying the deficiency, or as soon as reasonably possible otherwise. If the Neighborhood Association or Townhome Association fails to correct the deficiency within thirty (30) days after the City provides written notice to the Neighborhood Association and Townhome Association the City may, without further notice, access the Distribution system to make necessary repairs. The Neighborhood Association and the Townhome Association shall be billed for labor and material costs associated with the City performing repairs on the Distribution system and the use of treated drinking water from the City's municipal water supply system for irrigation during the inoperability.

9. **Credits.** The Neighborhood Association and the Townhome Association recognizes the City's intent to use any excess volume and water quality credits created by the Irrigation System as a means of meeting volume and water quality requirements for City road and other projects under Rice Creek Watershed District stormwater management rules. Notwithstanding the foregoing, the Neighborhood Association and the Townhome Association have no obligation to create any such excess credits or to operate the Irrigation System in any manner other than in accordance with the requirements of this Agreement.

10. **Default.** In the event the Neighborhood Association and the Townhome Association fails or refuses to maintain, repair and/or operate the System as required herein, the Neighborhood Association and the Townhome Association shall correct the deficiency within thirty (30) days after the City gives written notice to the Neighborhood Association and the Townhome Association specifying the deficiency, or as soon as reasonably possible otherwise. If the Neighborhood Association and the Townhome Association fails to correct the deficiency in a timely manner, then the City may, with ten (10) days written notice and without regard to the formalities of Minnesota Statutes Chapter 429, perform such work to maintain, repair, and/or operate the Irrigation System and assess Neighborhood Association and the Townhome Association for the cost of such work.

11. **Extension.** Except to the extent otherwise provided in this Agreement following the initial twenty-five (25) year term, this Agreement will be automatically extended for successive one-year periods (subject to the "Termination" section below), on the same terms and conditions as in effect immediately prior to the then-current expiration date, unless either part gives the other notice of non-extension at least three (3) months before the then-current expiration date.

12. **Termination.** If either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice thereof, the non-breaching party shall have the non-exclusive right to terminate this agreement thereafter, upon written notice.

13. **Miscellaneous.** This Agreement contains the entire agreement between the City and the Neighborhood Association and the Townhome Association regarding the subject matter hereof. This Agreement may be signed in any number of counterparts, each of which shall be considered an original, but which together shall constitute one and the same instrument. This Agreement may be amended only by a written instrument signed by the parties hereto. This Agreement shall run with the land.

14. **Authorization.** The parties represent and warrant that the undersigned are duly authorized to execute this Agreement and to bind the respective parties to the terms of this Agreement.

[Signature and Acknowledgement Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF LINO LAKES

By: _____
Rob Rafferty, Mayor

By: _____
Julie Bartell, Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Rob Rafferty and Julie Bartell, the Mayor and Clerk of the City of Lino Lakes, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

WATERMARK MASTER HOMEOWNERS' ASSOCIATION

By: _____
Carole Toohey, President

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Carole Toohey, the President of Watermark Master Homeowners' Association, a Minnesota non-profit corporation, on behalf of the non-profit corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Lino Lakes

600 Town Center Parkway

Lino Lakes, Minnesota 55014

EXHIBIT A

IRRIGATION SYSTEM LOCATION

WATERMARK BY LENNAR HOMES

THIS IS A LARGE SITE AND IS BROKEN UP INTO THE FOLLOWING SHEETS

MASTER GRID SHEET

SYMBOL LEGEND SHEET

12 SHEETS LABLED WITH GRID AND MATCHLINES

3 DETAIL SHEETS

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DOUBLE CHECK THE QTY'S GIVEN IN EACH TAKE OFF.

CRITICAL ANALYSIS(PS1-CB)

Generated:	2019-02-25 15:59
P.O.C. NUMBER: 01	PS-1-CB
Water Source Information:	
FLOW AVAILABLE	
Custom Max Flow:	150.00 gpm
Flow Available:	150.00 gpm
PRESSURE AVAILABLE	
Static Pressure at POC:	90.00 psi
Pressure Available:	90.00 psi
DESIGN ANALYSIS	
Maximum Multi-valve Flow:	100.00 gpm
Flow Available at POC:	150.00 gpm
Residual Flow Available:	50.00 gpm
Critical Station:	CB-17
Design Pressure:	55.00 psi
Friction Loss:	4.22 psi
Fittings Loss:	0.42 psi
Elevation Loss:	0.00 psi
Loss through Valve:	2.41 psi
Pressure Req. at Critical Station:	62.06 psi
Loss for Fittings:	1.55 psi
Loss for Main Line:	15.49 psi
Loss for POC to Valve Elevation:	0.00 psi
Loss for Backflow:	0.00 psi
Loss for Master Valve:	3.20 psi
Critical Station Pressure at POC:	82.30 psi
Pressure Available:	90.00 psi
Residual Pressure Available:	7.70 psi

CRITICAL ANALYSIS(PS2-TH)

Generated:	2019-02-25 16:01
P.O.C. NUMBER: 02	Pump Station 2-Townhomes
Water Source Information:	
FLOW AVAILABLE	
Custom Max Flow:	300.00 gpm
Flow Available:	300.00 gpm
PRESSURE AVAILABLE	
Static Pressure at POC:	90.00 psi
Pressure Available:	90.00 psi
DESIGN ANALYSIS	
Maximum Multi-valve Flow:	200.00 gpm
Flow Available at POC:	300.00 gpm
Residual Flow Available:	100.00 gpm
Critical Station:	TH-46
Design Pressure:	45.00 psi
Friction Loss:	8.12 psi
Fittings Loss:	0.81 psi
Elevation Loss:	0.00 psi
Loss through Valve:	2.20 psi
Pressure Req. at Critical Station:	56.13 psi
Loss for Fittings:	1.95 psi
Loss for Main Line:	19.55 psi
Loss for POC to Valve Elevation:	0.00 psi
Loss for Backflow:	0.00 psi
Loss for Master Valve:	2.70 psi
Critical Station Pressure at POC:	80.33 psi
Pressure Available:	90.00 psi
Residual Pressure Available:	9.67 psi

CRITICAL ANALYSIS(PS3-NC)

Generated:	2019-02-25 15:58
P.O.C. NUMBER: 03	PS3-North Commons
Water Source Information:	
FLOW AVAILABLE	
Custom Max Flow:	150.00 gpm
Flow Available:	150.00 gpm
PRESSURE AVAILABLE	
Static Pressure at POC:	80.00 psi
Pressure Available:	80.00 psi
DESIGN ANALYSIS	
Maximum Multi-valve Flow:	100.00 gpm
Flow Available at POC:	150.00 gpm
Residual Flow Available:	50.00 gpm
Critical Station:	NC-15
Design Pressure:	45.00 psi
Friction Loss:	7.94 psi
Fittings Loss:	0.79 psi
Elevation Loss:	0.00 psi
Loss through Valve:	2.20 psi
Pressure Req. at Critical Station:	55.94 psi
Loss for Fittings:	1.28 psi
Loss for Main Line:	12.85 psi
Loss for POC to Valve Elevation:	0.00 psi
Loss for Backflow:	0.00 psi
Loss for Master Valve:	3.20 psi
Critical Station Pressure at POC:	73.27 psi
Pressure Available:	80.00 psi
Residual Pressure Available:	6.73 psi

CRITICAL ANALYSIS (PS4-SC)

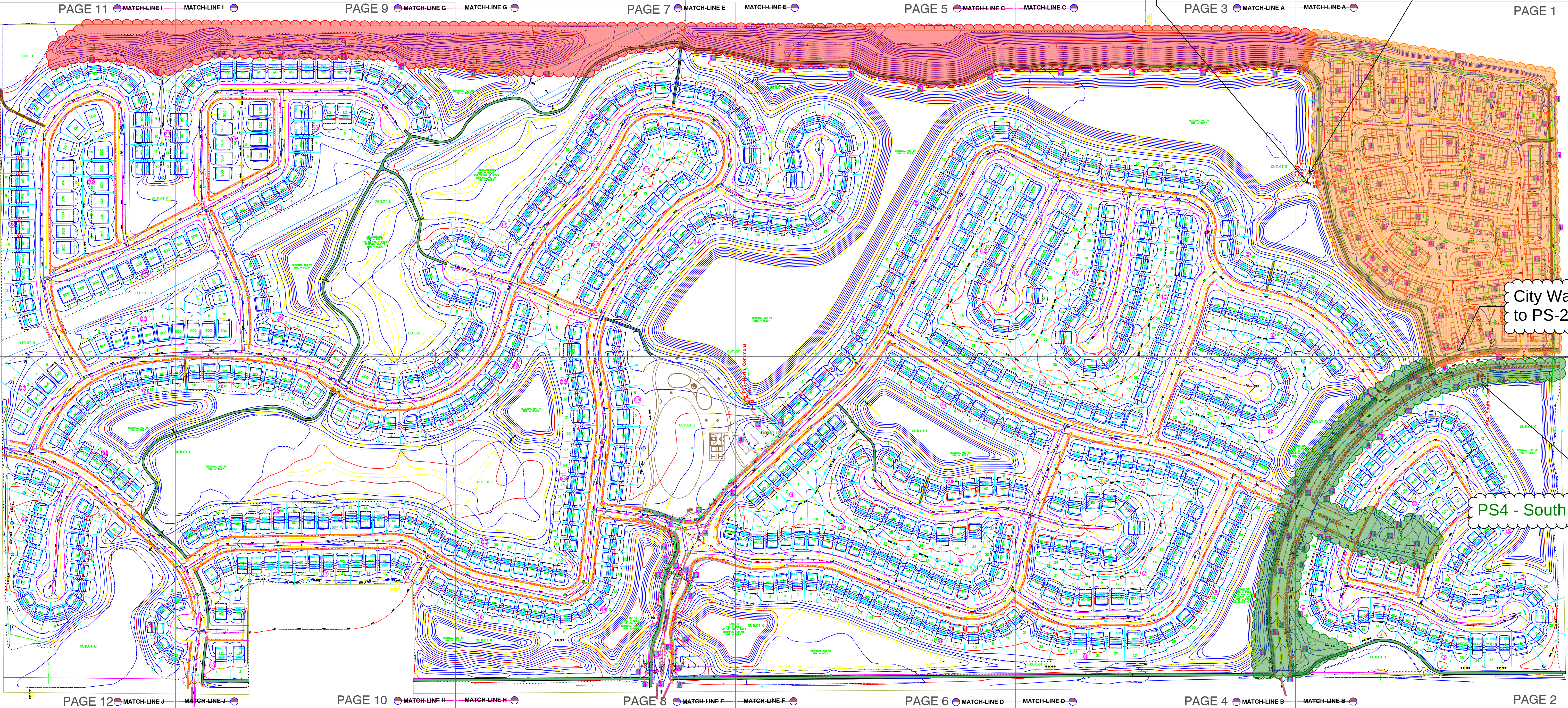
Generated:	2019-02-25 16:02
P.O.C. NUMBER: 04	PS4-South Commons
Water Source Information:	
FLOW AVAILABLE	
Custom Max Flow:	150.00 gpm
Flow Available:	150.00 gpm
PRESSURE AVAILABLE	
Static Pressure at POC:	90.00 psi
Pressure Available:	90.00 psi
DESIGN ANALYSIS	
Maximum Multi-valve Flow:	100.00 gpm
Flow Available at POC:	150.00 gpm
Residual Flow Available:	50.00 gpm
Critical Station:	SC-26
Design Pressure:	45.00 psi
Friction Loss:	6.75 psi
Fittings Loss:	0.68 psi
Elevation Loss:	0.00 psi
Loss through Valve:	2.14 psi
Pressure Req. at Critical Station:	54.57 psi
Loss for Fittings:	2.56 psi
Loss for Main Line:	25.62 psi
Loss for POC to Valve Elevation:	0.00 psi
Loss for Backflow:	0.00 psi
Loss for Master Valve:	3.20 psi
Critical Station Pressure at POC:	85.95 psi
Pressure Available:	90.00 psi
Residual Pressure Available:	4.05 psi

PS1 - Common Berm
No City Water Connection

PS2 - Townhomes

City Water Connection
to PS-2 and PS-4

PS4 - South Commons



Watermark

Lino Lakes, MN

4-18-19
BY: RH
BY: IDI
#: WM4262018

SCALE:

NT scale

PAGE:

1 OF 8

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EXHIBIT B

OPERATION AND MAINTENANCE REQUIREMENTS

Start-Up

- Prior to start-up, staff responsible shall become familiar with all operation and maintenance information provided by the pump manufacturer.
- Test the RPZ backflow preventer assembly every year before start-up.
- Inspect the pump cart assembly, piping, meters, valves, and fittings and repair defects as necessary.
- Coordinate with City staff to open the appropriate valves to allow for stormwater supply to the irrigation system and to allow air that is entrained in the system to escape.
- Address any issues with cavitation, excess vibration, leaks, water quality, or other concerns prior to further operating the system.

Pump

- Pump system shall automatically maintain the requisite pressure to the irrigation system.
- Pump controller shall automatically disable the pump in the event of an alarm condition.
- The City reserves the right to disable the pump in order to maintain the agreed-upon pond water level.

Routine Maintenance

Every two (2) Weeks:

- Visually inspect pond water level and water quality.
- Visually inspect pump station and vicinity for leaks and signs of vibration or cavitation.
- Run each pump to ensure proper operation. Note any abnormal sounds, cavitation, vibration, leaks, or other concerns.
- Check for operational codes or alarms on the controller.

Annual:

- Test the backflow preventers.
- Coordinate water quality sampling and analysis.

Winterization

- Turn off controller and disconnect power. Lock main disconnect with a padlock to ensure power cannot be applied unintentionally.
- Close all curb stops and isolation valves and completely drain and blow-out the entire system, including any supply lines. Leave all drain valves open through the winter.
- Remove and store pump cart, meters, RPZ backflow preventer assembly, and other miscellaneous equipment in a location where they will not be subjected to freezing.
- Perform pump winterization as recommended by the pump manufacturer.

- Open any petcocks to allow draining.
- Install new corrosion inhibitors in the electrical control panel.
- Schedule and perform annual inspection of the RPZ backflow preventer assembly by a licensed mechanical company.

Watermark 4th Addition

City Council

April 12, 2021

Land Use Application

- Watermark 4th Addition
 - PUD Final Plan
 - Final Plat
 - 91 SF lots
 - 1 lot HOA clubhouse
 - 5 outlots

Grading Plan

- Phase I = 140 acres
- Phase II = 20 acres
- Phase III = 212 acres
 - balance of site

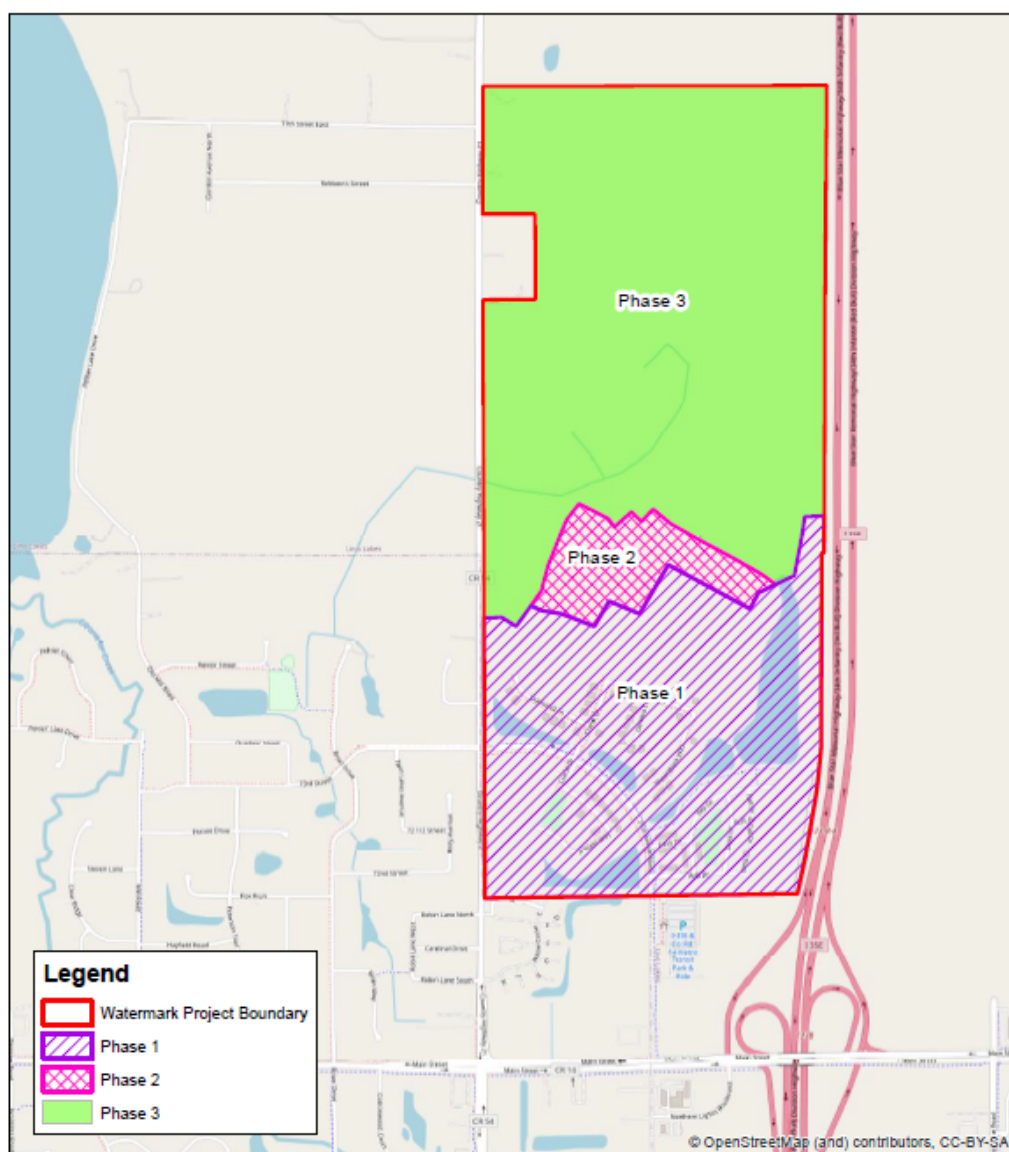
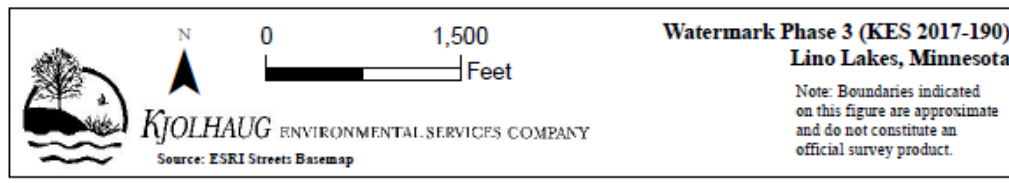


Figure 1 - Site Location & Phases Map

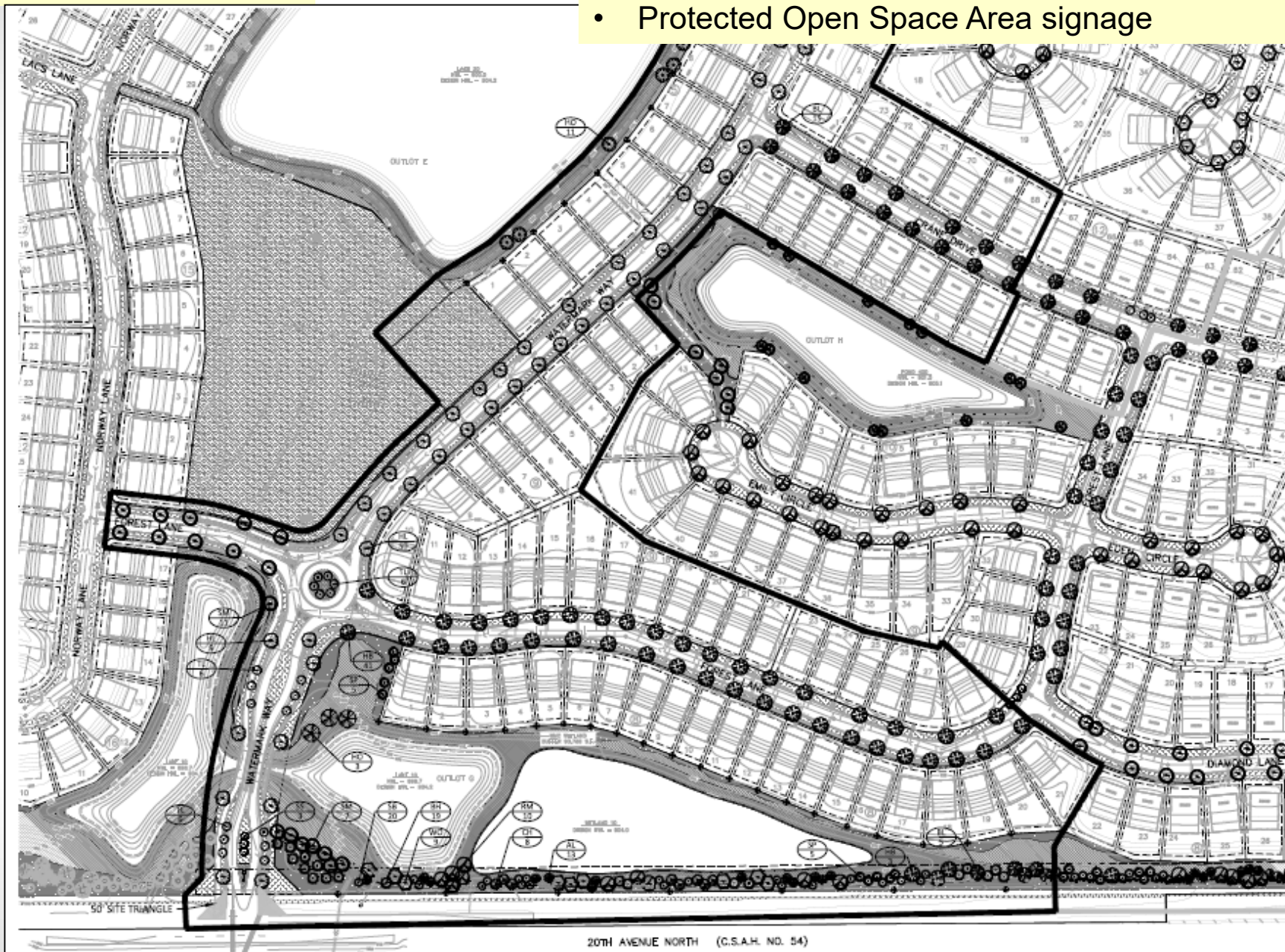


Architectural Standards

- Res No 17-133 detailed arch design standards for Watermark
 - Exterior materials & styles and House elevations
 - Garage and porch requirements
- Watermark 4th Addition Home Plans booklet
- Architectural Standards Matrix
 - 20 different single family house plans
 - Combination of over 100 different elevations and floor plans
 - Color packages and anti-monotony are submitted with BP

Landscaping Plan

- Consistent with PUD Development Stage Plan
- Protected Open Space Area signage



Plat Phases

Addition	# SF Lots	Remaining #SF Lots	# TH Lots	Remaining #TH Lots	Total # Lots Remaining
		692		172	864
1 st	100	592	93	79	671
2 nd	57	535	0	79	614
3 rd	96	439	79	0	439
4 th	91	348	0	0	348

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

STATE OF _____
COUNTY OF _____
The instrument was acknowledged before me on _____ by Thomas E. Bahr.

Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF LINO LAKE, MINNESOTA
 The plat of WATERMAKERS 4TH ADDITION was approved and accepted by the City Council of the City of Lino Lake, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 335.02, Sub-d. 2.

CITY COUNCIL, CITY OF LINO LAKE, MINNESOTA

By _____, Mayor

By _____, Clerk

By _____
Charles F. Olsen
Anoka County Surveyor

Pursuant to Minnesota Statutes, Section 505.031, Subd. 9, taxes payable in the year 20____ on the land heretofore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20____.

By _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES
County of Anoka, State of Minnesota

I hereby certify that this plat of WATERMARK 4TH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on the _____ day of _____, 20____, at _____ o'clock _____ M., and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles
By _____, Dep.

Detail A



**CARLSON
MCCAIN**
ENGINEERING \ SURVEYING \ ENVIRONMENTAL

SHEET 1 OF 5 SHEETS

- 91 SF lots
- Lot 1, Block 3 = future HOA clubhouse
- 5 outlots

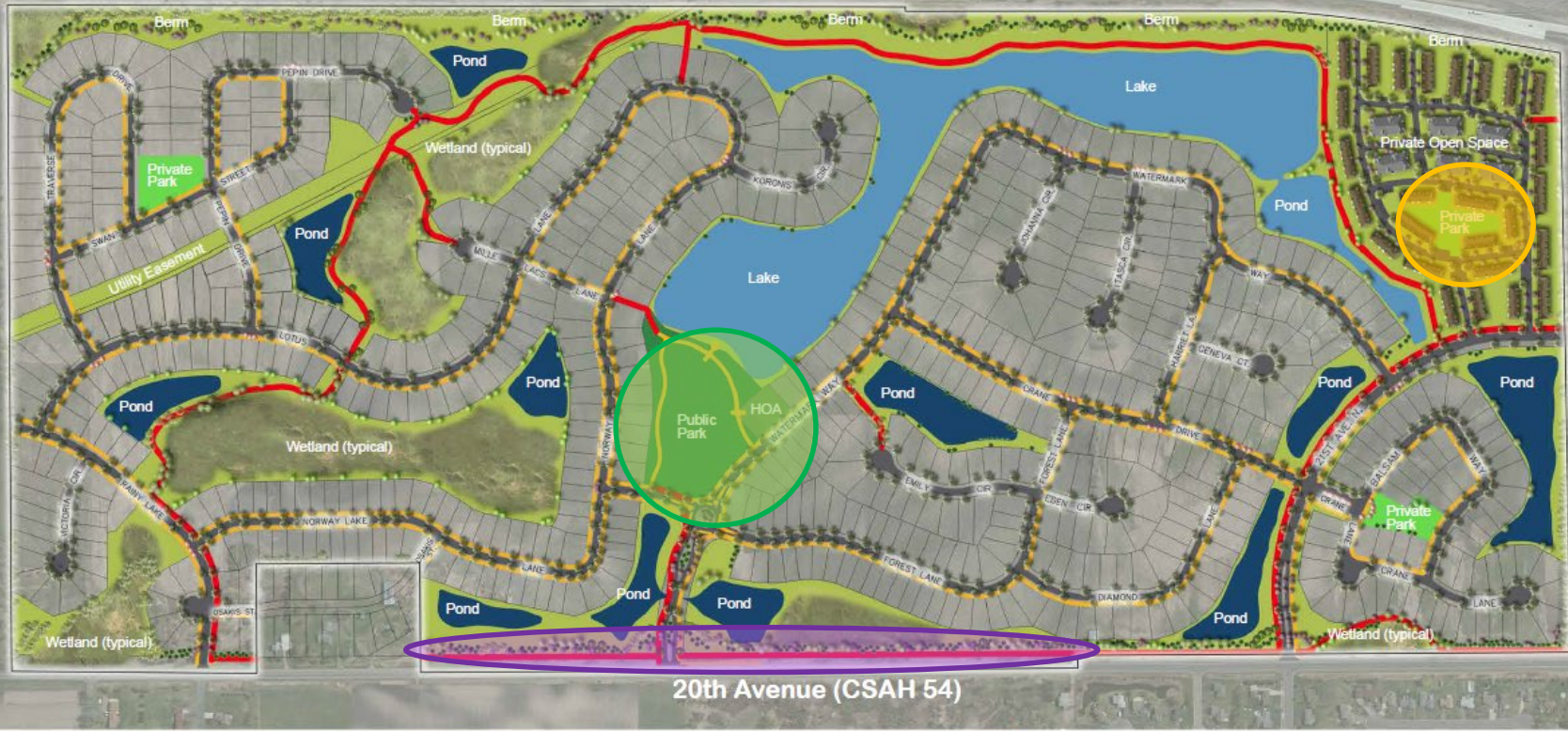
CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 13, TWP. 31, RGE. 22


$$\begin{bmatrix} 9 \end{bmatrix}$$

Watermark Way

- 2nd access of 20th Avenue (CSAH 54)
- Main gateway & entrance into development
- Leads to Public Park
- HOA Clubhouse





Park Dedication

- Trail construction-2,900 lf 
- Credit for Public Parkland 
- TH Tot Lot Construction in 2021 

Watermark 4th Addition	
Total # Units =	91
x Park Dedication Fee	\$3,160
= Cash in Lieu Value	\$287,560
- Land dedication value (Outlot C, Watermark 4th)	(\$207,000)
- Trail Construction Costs	(\$120,000)
TOTAL CASH FEE DUE =	(\$39,440)

Public Park Master Plan Concept

- Outlot C
- 5.39 acre public park
- Developed by City

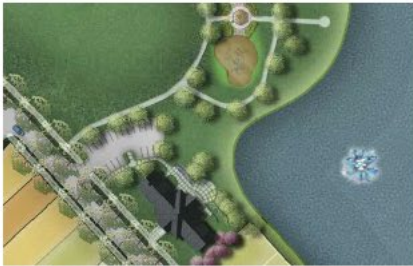
Public Park Conceptual Layout - Master Plan as Designed by City



HOA Clubhouse

- Lot 1, Block 3
- Per MDA, developer will construct after 518 lots platted
 - 516 lots currently platted
 - 348 lots remaining to plat

HOA Center Concept



HOA Center Site Plan

Interior Image



Exterior Image

Note: Example Only and Subject to Change Upon Further Site Planning at Time of Construction

Wetlands

- 2015: wetlands delineated
- Small, low quality pockets of wetlands
- Original mitigation plan to buy credits



Figure 2 - Delineated Wetlands, Approved Wetland Impacts, and Phase Boundaries

Wetlands

- Revised mitigation plan
- Onsite restoration and creation
- Consistent with Parks & Open Space
- Establish greenway corridor

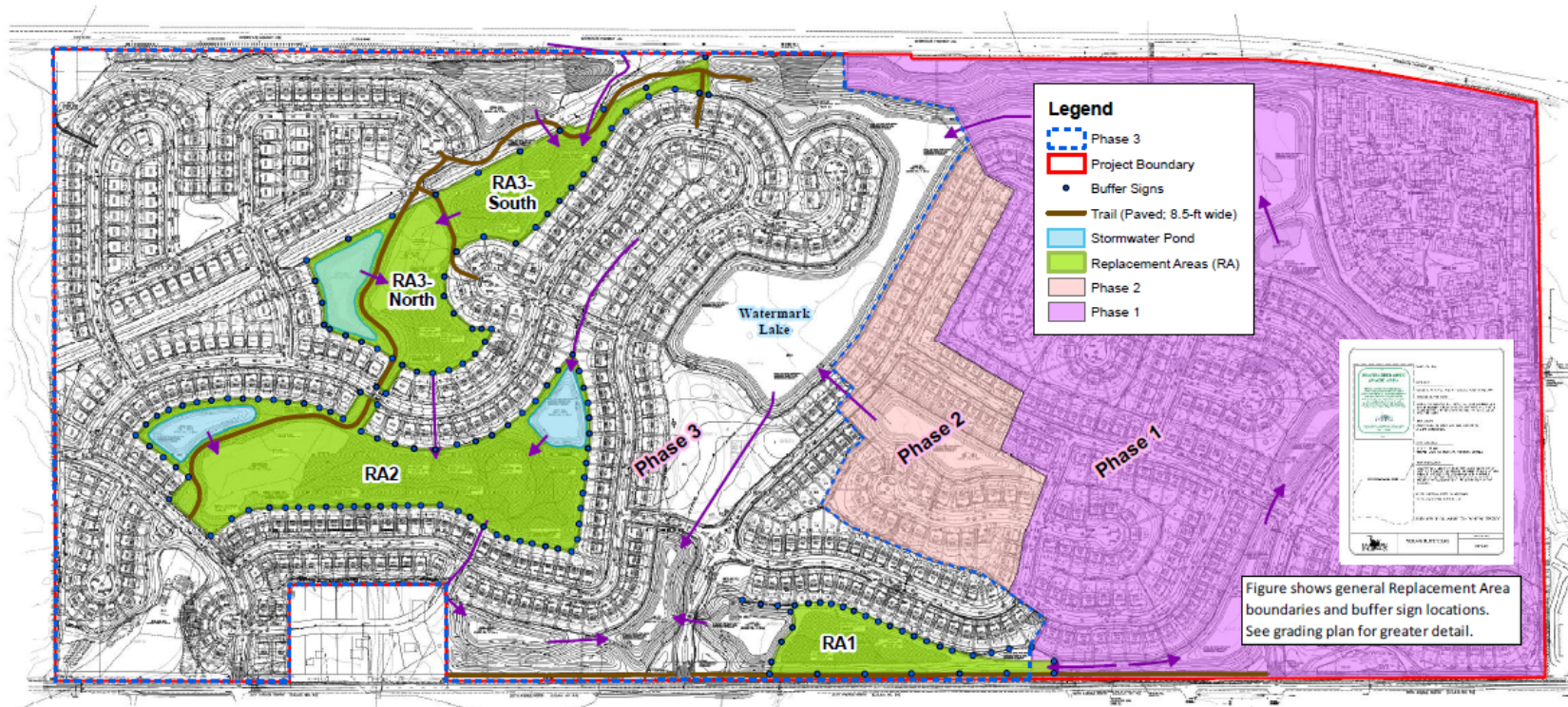


Figure 3 - Replacement Area Overview with Final WMC Limits

Development Agreements

- Master Development Agreement
 - Covers entire 372 acre site
 - Lennar, Mattamy Homes and City are parties
 - Details terms establishing overall Watermark development
- Development Agreement and PUD Agreement
 - Standard DA specific to each addition

Water Re-Use Agreements

- City Park Operations and Maintenance
 - City Park and Watermark Way boulevard will be irrigated with water from stormwater re-use system
 - Re-use system will be owned and maintained by Watermark HOA
 - This Agreement provides the City rights to use the re-use system and Lake 20
 - Municipal water supply can be used if lake level drops below 4ft
- Stormwater Re-Use Agreement and Stormwater Re-Use Agreement
 - 3 other re-use systems will irrigate townhome area, I-35E berm and 21st Ave boulevard.
 - Re-Use system will be owned and maintained by Watermark HOA
 - Municipal water supply can be used if lake level drops below 4ft

HOA Documents

- City Attorney reviewed and approved the HOA documents

PUD Final Plan/Final Plat

- PUD Final Plan is consistent with the PUD Development Stage Plan in regards to:
 - land use plan
 - street
 - utilities
 - parks and open space
 - lot standards
 - Landscaping
- Final Plat is consistent with Preliminary Plat

Recommendation

- Planning & Zoning Board reviewed the Watermark 4th Addition PUD Final Plan/Final Plat on January 13, 2021
- Recommended approval with a 5-0 vote.
- Staff recommends approval of the Watermark 4th Addition PUD Final Plan/Final Plat subject to conditions listed in the resolutions

Council Consideration

- i. Consider Resolution No. 21-20 Approving PUD Final Plan/Final Plat
- ii. Consider Resolution No. 21-21 Approving Development Agreement and Planned Unit Development Agreement
- iii. Consider Resolution No. 21-25 Approving City Park Operations and Maintenance and Stormwater Re-Use Agreement
- iv. Consider Resolution No. 21-26 Approving Stormwater Re-Use Agreement

**CITY COUNCIL
AGENDA ITEM 6B**

STAFF ORIGINATOR: Diane Hankee PE, City Engineer

MEETING DATE: April 12, 2021

TOPIC: Consider Resolution No. 21-30 Approving Consent to
Environmental Covenant and Easement, Lino Lakes Mini Storage

VOTE REQUIRED: 4/5

INTRODUCTION

Staff is requesting City Council consideration of Resolution No. 21-30 Approving Consent to Environmental Covenant and Easement document for the Lino Lakes Mini Storage project.

BACKGROUND

On September 10, 2018, the City Council approved the site improvements and Conditional Use Permit for the Lino Lakes Mini Storage project. The project site was identified to have buried debris possibly containing the hazardous materials asbestos and PCB. As a result, the site has been improved under the regulations of the Minnesota Pollution Control Agency (MPCA). A MPCA approved Response Action has been prepared for the site. In addition, the MPCA requires the owner to enter into an Environmental Covenant and Easement Agreement with their agency to maintain environmental restrictions. Restrictions include the land use and a mediation plan if hazardous material is uncovered during construction.

The City of Lino Lakes holds a Drainage and Utility easement over the westerly portion of this site. The restricted area overlaps the City's easement area and the City is asked to consent to Environment Covenant restriction in the overlapping area. Staff has reviewed the request and supports the Environmental Covenant as it restricts alterations that could lead to contamination and provides a means to address future development of this site.

RECOMMENDATION

Staff is recommending approval of Resolution No. 21-30 Approving Consent to Environmental Covenant and Easement document for the Lino Lakes Mini Storage project.

ATTACHMENTS

1. Resolution 21-30
2. Consent to Environmental Covenant and Easement
3. Drainage and Utility Easement Exhibit
4. Environmental Covenant Area Exhibit

**CITY OF LINO LAKES
RESOLUTION NO. 21-30**

**RESOLUTION APPROVING CONSENT TO ENVIRONMENTAL COVENANT AND
EASEMENT, LINO LAKES MINI STORAGE
(440 PARK COURT)**

WHEREAS, on September 10, 2018, the City approved the site improvements and Conditional Use Permit for the Lino Lakes Mini Storage project at 440 Park Ct; and

WHEREAS, the project site was identified to have buried debris possibly containing the hazardous materials, and

WHEREAS, the site has been improved under the regulations of the Minnesota Pollution Control Agency (MPCA). A MPCA approved Response Action has been prepared for the site, and

WHEREAS, the MPCA requires the owner, Lariat Companies, Inc., to enter into an Environmental Covenant and Easement Agreement with their agency to maintain environmental restrictions; and

WHEREAS, the City of Lino Lakes holds a Drainage and Utility easement over the westerly portion of this site. The restricted area overlaps the City's easement area, and the City is asked to consent to the Environment Covenant restriction in the overlapping area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes Consents to the Environmental Covenant and Easement.

Adopted by the Council of the City of Lino Lakes this 12th day of April, 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

CONSENT TO ENVIRONMENTAL COVENANT AND EASEMENT

The City of Lino Lakes, a municipal corporation under the laws of Minnesota, hereby consents to the foregoing Environmental Covenant and Easement and subordinates to such Environmental Covenant and Easement the rights of the City of Lino Lakes under that certain Permanent Drainage & Utility Easement dated January 15, 2019, that was executed by Lino Lakes Mini-Storage, LLC and was recorded on January 16, 2019, as Document No. 2218599.007 in the Anoka County Recorder's Office.

CITY OF LINO LAKES

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF MINNESOTA)) ss.
COUNTY OF ANOKA)

The foregoing instrument was executed and acknowledged before me this ____ day of _____, 2021, by _____ as Mayor of the City of Lino Lakes on behalf of said City.

Notary Public

STATE OF MINNESOTA)) ss.
COUNTY OF ANOKA)

The foregoing instrument was executed and acknowledged before me this ____ day of _____, 2021, by _____ as City Clerk of the City of Lino Lakes on behalf of said City.

Notary Public

~for~ LINO LAKES MINI, LLC
~of~ 440 Park Court
Lino Lakes, Minnesota

Lot 4, Block 1,
MARSHAN LAKE INDUSTRIAL PARK,
Anoka County, Minnesota.

MN DOT STATION "SUPER"
ELEVATION 919.31 (NAVD88)

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- ⊙ DENOTES BOLLARD
- ⊗ DENOTES CATCH BASIN
- X 952.36 DENOTES CABLE PEDESTAL
- DENOTES EXISTING SPOT ELEVATION
- ▢ DENOTES FIBER OPTIC BOX
- ⊕ DENOTES SANITARY SEWER MANHOLE
- ⊗ DENOTES WATER VALVE
- ⊙ DENOTES HYDRANT
- ☼ DENOTES LIGHT POLE
- ⊙ DENOTES POWER POLE
- ⊙ DENOTES SIGN
- ⊙ DENOTES SOIL BORING (BY OTHERS)
- ⊙ DENOTES STORM SEWER APRON
- ⊙ DENOTES STORM SEWER MANHOLE
- ⊙ DENOTES TELEPHONE PEDESTAL
- ⊙ DENOTES WET LAND
- ⊙ DENOTES WET LAND DELINEATION (BY OTHERS)
- ⊙ DENOTES WIRE FENCE
- ⊙ DENOTES EXISTING CONTOURS
- ⊙ DENOTES TREE LINE
- ⊙ DENOTES EXISTING WATER MAIN
- ⊙ DENOTES OVERHEAD WIRE
- ⊙ DENOTES EXISTING SANITARY SEWER
- ⊙ DENOTES EXISTING STORM SEWER
- ⊙ DENOTES ACCESS DEDICATED TO ANOKA COUNTY AND THE STATE OF MINNESOTA
- ⊙ DENOTES BITUMINOUS SURFACE
- ⊙ DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ANOKA COUNTY TAX INFORMATION)

- Field survey was completed by E.G. Rud and Sons, Inc. on 08/21/17, 08/22/17, 12/04/17, and 2/20/18.
- Bearings shown are on Anoka County datum.
- Curb shots are taken at the top and back of curb.
- Wetland delineation was completed by others.
- Total parcel area is 249762 square feet or 5.73 acres.
- Parcel ID is 17-31-22-32-0019
- Per FEMA map number 27003C0365E panel 365 of 450 this parcel is not included in a flood zone.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Proposed ponding and site plan per plan by AMI Consulting Engineers.



E. G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

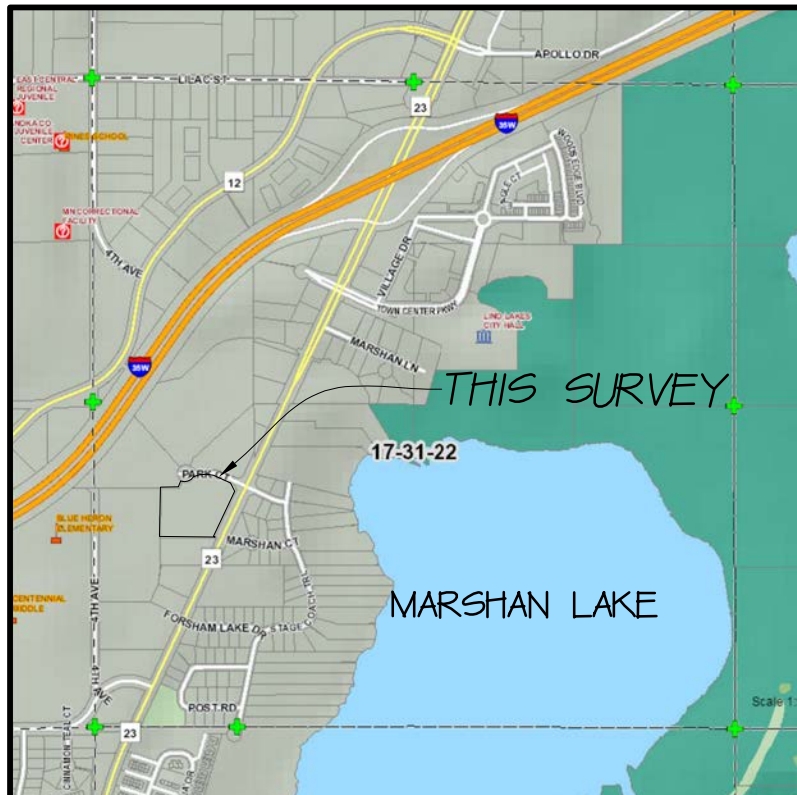
That part of the drainage and utility easement as originally dedicated on Lot 4, Block 1, MARSHAN LAKE INDUSTRIAL PARK, Anoka County, Minnesota described as follows:

Commencing at the southwest corner of said Lot 4; thence South 89 degrees 54 minutes 51 seconds East, assumed bearing along the south line of said Lot 4, a distance of 51.92 feet; thence North 02 degrees 36 minutes 44 seconds West along said drainage and utility easement, a distance of 71.57 feet; thence North 10 degrees 30 minutes 08 seconds East along said drainage and utility easement, a distance of 187.90 feet; thence North 89 degrees 03 minutes 53 seconds East along said drainage and utility easement, a distance of 97.57 feet to the point of beginning of the easement to be vacated; thence continuing North 89 degrees 03 minutes 53 seconds East along said drainage and utility easement, a distance of 104.84 feet; thence North 26 degrees 11 minutes 38 seconds West along said drainage and utility easement, a distance of 119.00 feet; thence North 87 degrees 47 minutes 15 seconds West along said drainage and utility easement, a distance of 54.32 feet; thence South 01 degrees 01 minutes 36 seconds East 110.61 feet to the point of beginning.

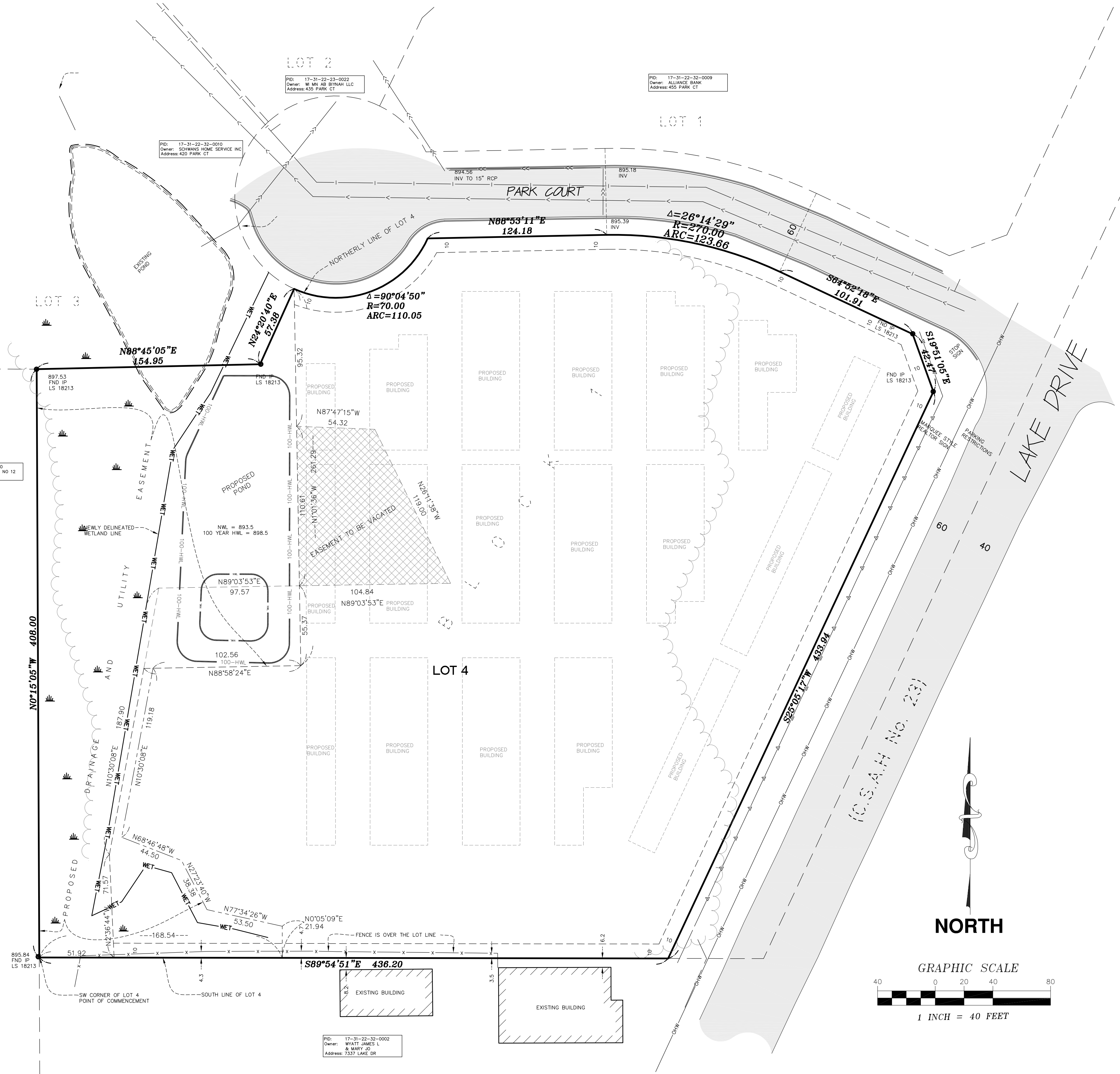
A perpetual easement for drainage and utility purposes over, under, and across that part of Lot 4, Block 1, MARSHAN LAKE INDUSTRIAL PARK, Anoka County, Minnesota which lies westerly of the following described line:

Commencing at the southwest corner of said Lot 4; thence South 89 degrees 54 minutes 51 seconds East, assumed bearing along the south line of said Lot 4, a distance of 168.54 feet to the point of beginning of the line to be described; thence North 00 degrees 05 minutes 09 seconds East, a distance of 21.94 feet; thence North 77 degrees 34 minutes 26 seconds West, a distance of 53.50 feet; thence North 27 degrees 23 minutes 40 seconds West, a distance of 38.38 feet; thence North 68 degrees 46 minutes 48 seconds West, a distance of 44.50 feet; thence North 10 degrees 30 minutes 08 seconds East; a distance of 119.18 feet; thence North 88 degrees 58 minutes 24 seconds East, a distance of 102.56 feet; thence North 01 degrees 01 minutes 36 seconds West, a distance of 261.29 feet to the northerly line of said Lot 4 and said line there terminating.

PART OF SEC. 17, TWP. 31, RNG. 22



ANOKA COUNTY, MINNESOTA
(NO SCALE)



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JASON E. RUD

Date: 7/26/18 License No. 41578

DRAWN BY: CMB		JOB NO: 17600BT	DATE: 06/29/18
CHECK BY: JER		SCANNED ☐	
1	6/29/18	PROPOSED/VACATED EASMENTS	CMB
2	7/26/18	CITY COMMENTS	CMB
3			
NO.	DATE	DESCRIPTION	BY

17600BT



SCALE: 1"= 120'

Project No:
B2003253

Drawing No:
B2003253

Drawn By: JAG
Date Drawn: 7/21/20
Checked By: JJK
Last Modified: 7/22/20

Mini Storage Facility

440 Park Court

Lino Lakes, Minnesota

Site Sketch

Exhibit 2

**CITY COUNCIL
AGENDA ITEM 6C**

STAFF ORIGINATOR: Diane Hankee, City Engineer

MEETING DATE: April 12, 2021

TOPIC: 7869 Meadow View Trail Right-of-Way and Drainage and Utility Easement Vacation

- i) Consider 2nd Reading of Ordinance No. 02-21, Vacating Right-of-Way and Drainage & Utility Easement, Lot 1, Block 4, Mar Don Acres

****Council may vote to dispense with the full reading of the ordinance***

****Roll call vote is required for adoption of the ordinance***

- ii) Consider Resolution No. 21-31, Approving Summary Publication of Ordinance No. 02-21

VOTE REQUIRED: 4/5

INTRODUCTION

Staff is requesting City Council consideration of the 2nd Reading of Ordinance No. 02-21, vacating Right-of-Way and Drainage and Utility easement, Lot 1, Block 4, Mar Don Acres.

BACKGROUND

7869 Meadow View Trail is a residential parcel located on the west side of Meadow View Trail and the south side of Lois Lane. The property owners, George and Jenelle Slater, have submitted a land use application requesting the vacation of a portion of the Lois Lane right-of-way and the vacation of a drainage easement on the property.

The right-of-way and drainage and utility easement were dedicated to the City of Lino Lakes in 1978 with the Mar Don Acres plat. At the time of the plat, Lois Lane ended in a cul-de-sac on the north side of 7869 Meadow View Trail. The current owners, George and Jenelle Slater, would like the right-of-way originally platted to encompass the cul-de-sac to be vacated now that Lois Lane extends to the west. The applicant is requesting that the portion of the drainage easement adjacent to the right-of-way also be vacated.

The proposed right-of-way and easement vacation does not impact City roadway, utilities or drainage.

The Street Vacation Exhibit prepared by E.G. Rud & Sons, Inc. and received on February 10, 2021, details the proposed right-of-way and drainage and utility area to be vacated. Concurrent

to the vacation process, the applicant will be required to record a city standard 10-ft drainage and utility easement.

The first reading of the ordinance occurred on March 22, 2021.

RECOMMENDATION

Staff is recommending approval of the 2nd Reading of Ordinance No. 02-21 Vacating Right-of-Way and Drainage & Utility Easements, Lot 1, Block 4, Mar Don Acres, and approval of Resolution No. 21-31, Approving Summary Publication of Ordinance No. 02-21.

ATTACHMENTS

1. Ordinance No. 02-21
2. Street Vacation Exhibit
3. Resolution 21-31

1 st Reading: 3/22/2021	Publication:
2 nd Reading: 4/12/2021	Effective:

**CITY OF LINO LAKES
ORDINANCE NO. 02-21**

**ORDINANCE VACATING RIGHT-OF-WAY AND DRAINAGE AND UTILITY
EASEMENT
(Lot 1, Block 4, Mar Don Acres)**

The City Council of Lino Lakes ordains:

Section 1: Findings of Fact

1. The City Council of Lino Lakes has determined to vacate a portion of the Lois Lane street right-of-way dedicated over, under, and across Lot 1, Block 4, MAR DON ACRES, as shown in Exhibit A and legally described as follows:

That part of Lois Lane as dedicated on the plat of Mar Don Acres, Anoka County, Minnesota, which lies southerly of the westerly extension of the most northerly line of Lot 1, Block 4 said Mar Don Acres; and

2. The City Council of Lino Lakes has determined to vacate a portion of the drainage and utility easement dedicated over, under, and across Lot 1, Block 4, MAR DON ACRES, as shown in Exhibit A and legally described as follows:

That portion of the drainage and utility easement as dedicated on Lot 1, Block 4, Mar Don Acres, Anoka County, Minnesota, which adjoins and lies southerly of the 60 foot radius right of way for Lois Lane, as dedicated on said plat of Mar Don Acres, except the westerly 10 feet thereof.; and

3. A public hearing was held on March 22, 2021 before the City Council in the City Hall Council Chambers after due published and posted notice had been given and reasonable attempts were made to give personal notice to all affected property owners, and all persons interested were given an opportunity to be heard; and
4. It appears to be in the best interest of the City to vacate such street right-of-way and drainage and utility easements; and
5. The Right-of-Way and Drainage and Utility Easement Vacation shall be recorded through Anoka County Recorder's Office; and
6. Four-fifths of all members of the City Council concur with this ordinance.

Section 2: Easement Vacated

The right-of-way and drainage and utility easement described herein is hereby vacated.

Section 3: Effect

This ordinance shall be in force and effect from and after its passage and publication according to the Lino Lakes City Charter and upon filing of the Right-of-Way and Drainage and Utility Easement Vacation for Lot 1, Block 4, MAR DON ACRES.

Adopted by the Lino Lakes City Council this 12th day of April, 2021.

The motion for the adoption of the foregoing ordinance 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

STREET VACATION EXHIBIT

~for~ GEORGE & JENELLE SLATER
~of~ 7869 Meadow View Trail
Lino Lakes, Minnesota 55014

PROPERTY DESCRIPTION

Lot 1, Block 4, MAR DON ACRES, Anoka County, Minnesota.

LOIS LANE STREET VACATION DESCRIPTION:

That part of LOIS LANE as dedicated on the plat of MAR DON ACRES, Anoka County, Minnesota, which lies southerly of the westerly extension of the most northerly line of Lot 1, Block 4, said MAR DON ACRES.

DRAINAGE AND UTILITY EASEMENT VACATION:

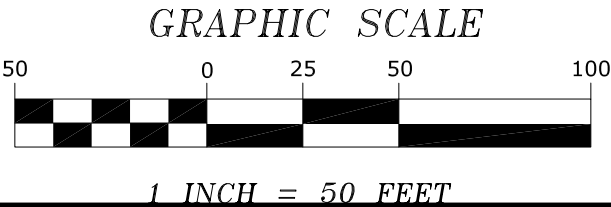
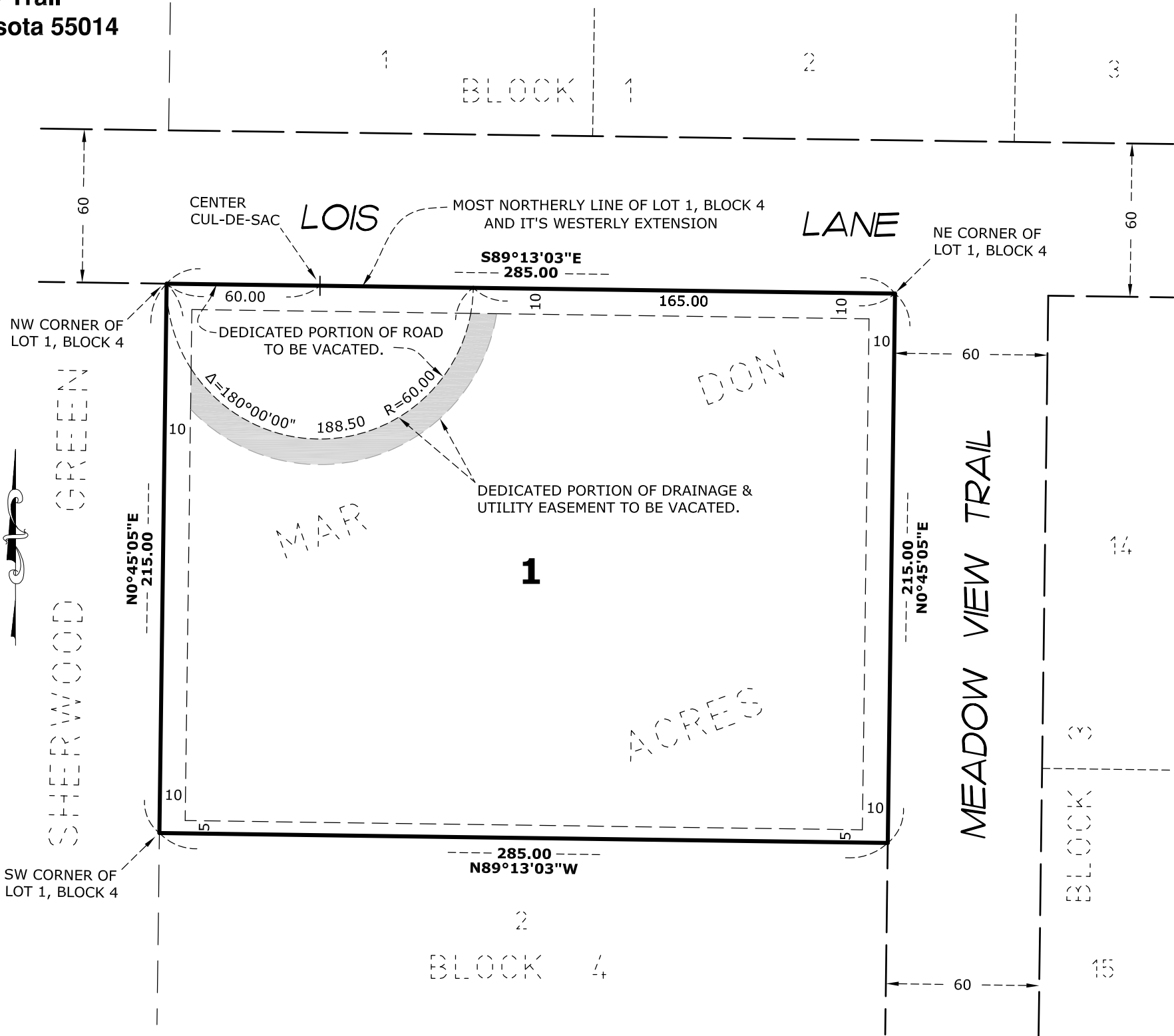
That portion of the drainage and utility easement as dedicated on Lot 1, Block 4, MAR DON ACRES, Anoka County, Minnesota, which adjoins and lies southerly of the 60 foot radius right of way for LOIS LANE, as dedicated on said plat of MAR DON ACRES, EXCEPT the westerly 10 feet thereof.

PROPOSED DRAINAGE AND UTILITY EASEMENT:

A 10 foot wide perpetual easement for drainage and utility purposes over and across that portion of LOIS LANE as originally dedicated on the plat of MAR DON ACRES, Anoka County, Minnesota, which adjoins and lies to the right of a line drawn from the southwest corner of Lot 1, Block 4, said MAR DON ACRES, to the northwest corner of said Lot 1, Block 4, to the northeast corner of said Lot 1, Block 4, and said line there terminating.

NOTES

- Bearings shown are on an assumed datum.
- Parcel ID Number: 08-31-22-24-0023.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.



I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

By: Minnesota License No. 41578

Dated 1ST day of February 2021.

BEARING DATUM: <u>Assumed</u>				SCALE: 1" = <u>50</u> '	
REVISIONS				JOB NO. <u>20.0845ED</u>	
1	02-10-21	Parcel ID	CJT	DATE: <u>02-01-21</u>	
2				DRAWN BY: <u>CJT</u>	
3				CREW: <u>TBD</u>	
NO.	DATE	DESCRIPTION	BY		



E. G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com

1-4

**CITY OF LINO LAKES
RESOLUTION NO. 21-31**

APPROVING A SUMMARY OF ORDINANCE NO. 02-21 FOR PUBLICATION

WHEREAS, the City Council approved Ordinance No. 02-21, vacating a portion of the right-of-way and drainage & utility easement on Lot 1, Block 4, Mar Don Acres; and

WHEREAS, the City Council approved the first reading on March 22, 2021, and the second reading and final passage on April 12, 2021; and

WHEREAS, Ordinance No. 02-21 is lengthy and MN statute 412.191 allows the city to publish a summary of an ordinance, and

WHEREAS, the City Council has determined that the summary clearly informs the public of the intent and effect of the ordinance, and

WHEREAS, the publication in the official newspaper will include a notice that a full printed copy of the ordinance is available at City Hall.

NOW, THEREFORE, BE IT FURTHER RESOLVED by The City Council of The City of Lino Lakes, Minnesota that the City Council approves the summary in Attachment A for publication according to state law and the City Charter.

Adopted by the Council of the City of Lino Lakes this 12th day of April, 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

ATTACHMENT A

CITY OF LINO LAKES SUMMARY OF ORDINANCE NO. 02-21

AN ORDINANCE VACATING RIGHT-OF-WAY AND DRAINAGE AND UTILITY EASEMENT

Section 1: Findings

The City Council of Lino Lakes has determined to vacate a portion of the drainage and utility easement dedicated over, under, and across Lot 1, Block 4, Mar Don Acres; and

A public hearing was held on March 22, 2021 before the City Council in the City Hall Council Chambers after due published and posted notice had been given and a reasonable attempts were made to give personal notice to all affected property owners, and all persons interested were given an opportunity to be heard; and

Section 3: Effect

This ordinance shall be in force and effect from and after its passage and publication according to the Lino Lakes City Charter and upon recording of the Right-of-Way and Drainage and Utility Easement Vacation.

Passed by the Lino Lakes City Council on April 12, 2021.

This is a summary of the adopted ordinance. A full printed copy of the ordinance is available at City Hall.