

EXPANDED AGENDA



CITY COUNCIL AGENDA

Monday, April 26, 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. Communications Position
Position will be posted
2. 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)*
Paul Lesch, American Legion Post 566 and City resident, spoke about the many city events that have been cancelled; he suggested that the American Legion could take over some of them so that those opportunities in the city don't disappear
- Setting the Agenda: Addition or Deletion of Agenda Items
The agenda was approved as presented.

SPECIAL PRESENTATION

Presentation of Certificate of Recognition – Eagle Scout Zach Cardille

PROCLAMATION

Arbor Day Proclamation

1. CONSENT AGENDA

- A) April 26, 2021 (Check No. 114189 through 114272) in the Amount of \$764,013.10.
- B) Consider Approval of April 5, 2021 Work Session Minutes
- C) Consider Approval of April 12, 2021 Council Meeting Minutes
- D) Consider Approval of April 12, 2021 Work Session Minutes

- E) Consider Approval of a Peddler License for Custom Remodelers, Inc.

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

2. FINANCE DEPARTMENT REPORT

No report

3. ADMINISTRATION DEPARTMENT REPORT

No report

4. PUBLIC SAFETY DEPARTMENT REPORT

- A) Consider Donation of Seized Property, John Swenson

Action Taken: Motion by Cavegn, seconded by Lyden, to authorize the donation as recommended, was adopted

- B) Consider Acceptance of Donated Gift Cards, John Swenson

Action Taken: Motion by Cavegn, seconded by Ruhland, to accept the donation as recommended, was adopted

5. PUBLIC SERVICES DEPARTMENT REPORT

No report

6. COMMUNITY DEVELOPMENT REPORT

- A) Consider Approval of Resolution No. 21-33, Order Project, Approve the Plans and Specifications and Authorize the Ad for Bid, 2021 Street Maintenance Project, Diane Hanke

Action Taken: Motion by Cavegn, seconded by Ruhland, to approve Resolution No. 21-33 as presented, was adopted

- B) Consider Resolution No. 21-34, Approving Master Partnership Contract with MnDOT2021 Street Improvement Project, Diane Hanke

Action Taken: Motion by Lyden, seconded by Stoesz, to approve Resolution No. 21-34 as presented, was adopted

- C) Consider Resolution No. 21-35 Approving Amendment #1 to Century Farm North 7th Addition Planned Unit Development Agreement, Katie Larsen

Action Taken: Motion by Lyden, seconded by Ruhland, to approve Resolution No. 21-35 as presented, was adopted

7. UNFINISHED BUSINESS

None

8. NEW BUSINESS

None

Adjournment

Motion to adjourn at 7:08 p.m. by Cavegn, seconded by Lyden, was approved

Community Calendar – A Look Ahead
April 26, 2021 through May 10, 2021

✚ Monday, May 3	6:00 pm, Council Chambers	Council Work Session
✚ Wednesday, May 5	6:30 pm, Zoom	Park Board
✚ Thursday, May 6	8:00 am, Zoom	EDAC
✚ Monday, May 10	6:00 pm, Council Chambers	Board of Appeal
✚ Monday, May 10	6:30 pm, Council Chambers	City Council Meeting



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WORK SESSION STAFF REPORT
Work Session Item No. 1

Date: April 26, 2021
To: City Council
From: Sarah Cotton, City Administrator
Re: Communications Position

Background

Staff is requesting that the City Council give consideration to the approval of a new, full-time Communications Specialist position.

At the April 5, 2021 City Council Work Session, Staff received consensus from the Council to move forward with finalizing the organizational structure for the communications function, as well as the position description and job classification for the Communications position.

The Communications Specialist will work under the direct supervision of Human Resources Manager, Meg Sawyer. A position description for the new Communications Specialist position is attached for your review, in addition to a revised job description for the Human Resources and Communications Manager.

Staff has evaluated the Communications Specialist position utilizing the Keystone Job Leveling System and has assigned a Job Grade of 160 to the position. The 2021 salary range for the position is as follows:

Communications Specialist - Job Grade 160							
	Starting Rate	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6
Hourly	\$ 29.98	\$ 30.81	\$ 31.66	\$ 32.53	\$ 33.42	\$ 34.34	\$ 35.28
Annual	\$ 62,368	\$ 64,084	\$ 65,846	\$ 67,657	\$ 69,517	\$ 71,429	\$ 73,375

To fund the Communications Specialist position in 2021, staff is proposing the use of the Communications Fund. There is currently more than \$250,000 in the fund. The revenue source for this fund is the monthly franchise fees and PEG fees the City receives from North Metro Television based on the number of Comcast cable subscribers in Lino Lakes. In March, the City received its 2020 share of cable revenue in the amount of \$64,000, which is consistent with the amount received for 2019. Going forward, the Communications Specialist position would be jointly funded by an annual transfer from the Communications Fund and through the city’s General Fund budget.

Staff has also evaluated the Human Resources and Communications Manager position utilizing the Keystone Job Leveling system and has assigned a Job Grade of 210 to the position, an increase from a Job Grade of 200 for the Human Resources Manager position. This position will oversee the planning and implementation of internal and external communications for the City, develop and implement the City's digital content strategy, and lead the effort to develop communication policies and procedures. The 2021 salary ranges for the Human Resources Manager and Human Resources and Communications Manager positions are as follows:

Human Resources Manager - Job Grade 200										
	Starting Rate	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8	Step-9
Hourly	\$ 40.08	\$ 41.09	\$ 42.12	\$ 43.18	\$ 44.26	\$ 45.37	\$ 46.51	\$ 47.68	\$ 48.87	\$ 50.10
Annual	\$ 83,371	\$ 85,463	\$ 87,608	\$ 89,807	\$ 92,061	\$ 94,372	\$ 96,741	\$ 99,169	\$ 101,658	\$ 104,213

Human Resources and Communications Manager - Job Grade 210										
	Starting Rate	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8	Step-9
Hourly	\$ 42.62	\$ 43.69	\$ 44.78	\$ 45.91	\$ 47.06	\$ 48.24	\$ 49.45	\$ 50.69	\$ 51.97	\$ 53.27
Annual	\$ 88,645	\$ 90,870	\$ 93,151	\$ 95,489	\$ 97,886	\$ 100,343	\$ 102,861	\$ 105,443	\$ 108,090	\$ 110,806

Requested Council Direction

Staff is seeking Council direction to move forward with posting the Communications Specialist position.

Attachments

- Communications Specialist Job Description
- Human Resources and Communications Manager Job Description



POSITION DESCRIPTION

TITLE: Communications Specialist
REPORTS TO: Human Resources and Communications Manager
DEPARTMENT: Administration
STATUS: Full-time/Exempt/Union

PRIMARY SUMMARY

Under the supervision and direction of the Human Resources and Communications Manager, the Communications Specialist is responsible for coordinating, designing, writing, and implementing the production of professional digital, electronic and print publications and communications that educate and inform the public and staff of City policies, programs, and events. Develops, produces, and distributes communications pieces and marketing materials through appropriate communication channels.

ESSENTIAL DUTIES & RESPONSIBILITIES

1. Coordinates the City's communications efforts to meet the goals, objectives, and timelines of the City Council and City departments.
2. Responsible for coordinating, scheduling, designing, writing, editing, and preparing pieces for City residents and employees, including newsletters, brochures, flyers, and electronic communication as directed.
3. Works closely with all departments to develop and produce communication pieces to promote individual programs and enhance public information.
4. Covers all City operations and works with departments on effectively capturing relevant information then distributing it for both internal and external purposes.
5. Serves as a photographer, videographer, and editor. Takes and prepares photos and video for web, social media, and print promotions.
6. Creates consistency in City voice, image and branding through the creation and maintenance of various form layouts, templates and logos.
7. Responsible for updating the City's website by creating and linking content and ensuring the site is current and relevant.
8. Creates and edits videos for YouTube, website, and social media; researches trends and video tools.
9. Monitors effectiveness of communications and communication tools. Recommends and implements changes to enhance effectiveness based on feedback and analysis.
10. Directs the media to the appropriate staff member or may, at times, speak to the press about issues.

11. Creates content for social media communication tools, monitor inquiries, complaints, and comments and responds to routine citizen requests or questions.
12. Responsible for supporting policies and guidelines for City communications. Maintains working relationships with City staff, press and media contacts, communications professionals, external vendors, and customers.
13. Provides administrative assistance including but not limited to data entry, updating and monitoring information systems, record retention, and HR related events.
14. Assists with the marketing and promotion of City services through special events, promotions, community events, public gatherings and related activities.
15. Attend and assist in scheduling, participating in, or coordinating events and activities to market and promote the City, as needed (e.g. ground breakings, open houses, festivals, grand openings, recreation events, etc.).
16. Acts as liaison between the City and North Metro Television.
17. Performs other duties as assigned or apparent.

Note: These examples are intended only as illustrative of various types of work performed, and are not all-inclusive. The job description is subject to change as the requirements of the job change.

REQUIRED KNOWLEDGE AND ABILITIES

1. Knowledge of marketing communications concepts and ability to select proper communication channels.
2. Ability to manage projects, coordinate timelines and handle multiple priorities.
3. Ability to update websites, create graphics, and produce social media content.
4. Skilled in proper grammar, sentence structure, paragraphing, punctuation and spelling.
5. Ability to effectively communicate both orally and in writing using various forms and in a variety of situations.
6. Excellent interpersonal communication skills and ability to deal tactfully and effectively with the general public, news media, and all City elected officials, and personnel.
7. Ability to handle, discern and maintain confidentiality and propriety information as required and in compliance with policies and directives.
8. Knowledge and proficiency with Adobe Creative Suite and Microsoft Office.
9. Knowledge of Facebook, LinkedIn, Twitter, Instagram, and other various social media outlets.

MINIMUM QUALIFICATIONS

1. Bachelor's degree in communications, marketing, or related field. Or, an equivalent combination of experience and training which provides the knowledge, skills and abilities to perform the work.
2. Three years of communications, marketing, social media, and website design experience.
3. Valid Driver's License.

PHYSICAL DEMANDS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential duties of this job. Reasonable accommodations may be added to enable individuals with disabilities to perform essential job functions.

While performing the duties of this job, the employee is frequently required to sit, use hands to finger, handle, feel, operate objects, tools or keyboards, speak intelligibly, hear, and read. The employee is frequently required to stand, walk, and reach hands and arms. The employee must frequently move, turn, lift and carry objects weighing up to 20 pounds. Examples of lifting and carrying include, but are not limited to, paper, electronic equipment, books, and exhibit displays. Specific vision abilities required for this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

Office environment; significant exposure to computer screens; the noise level is usually quiet, although the ability to work with noise and distractions is required; this position works in an office setting.

CONDITIONS OF EMPLOYMENT

Must comply with organizational and departmental policies.

EXPECTED HOURS OF WORK

This is a full-time position. Normal business hours. Periodically required to work flexible hours to include some evenings and weekends.

It is the policy of the City of Lino Lakes to provide equal employment opportunities to all persons. All employment policies and practices shall be non-discriminatory in compliance with federal laws, state statutes.

Revised: 04/06/2021



POSITION DESCRIPTION

TITLE: Human Resources and Communications Manager
REPORTS TO: City Administrator
DEPARTMENT: Administration
STATUS: Full-time/Exempt/Non-Union

POSITION SUMMARY

This position will lead the Human Resources and Communications functions and will oversee planning and implementation of both internal and external communications for the City. This position is directly responsible for all human resources functions, including organizational analysis, recruitment, retention, compensation, training, benefits administration, and employee/labor relations. This position will be responsible for organizing, developing and implementing a communications strategy and managing ongoing communication initiatives and keeping current on emerging communication methods and researching, analyzing and recommending new methods that are consistent with City's organizational philosophy and strategies.

ESSENTIAL DUTIES & RESPONSIBILITIES

Human Resources

1. Administers the recruitment process, which includes preparing job notices, posting ads, scoring applications, scheduling interviews, administering applicant testing, preparing appointment letters, scheduling pre-employment drug tests and physicals, and coordinating background investigations.
2. Reviews and makes recommendations to the management team for improvement of City policies, procedures, and practices on personnel matters; communicates changes in personnel policies and procedures and ensures proper compliance.
3. Investigates general personnel issues.
4. Manages City's group insurance program, workers' compensation program, pay equity compliance reporting, compensation and classification system.
5. Administers family and medical leave (FMLA) requests and tracks FMLA leave.
6. Administers non-DOT and Federal DOT drug and alcohol testing program.
7. Oversees employee recognition program, employee appreciation, and wellness initiatives.
8. Maintains responsibility for City compliance with federal and state legislation pertaining to personnel matters to ensure compliance.
9. Assists Administrator with labor relations, including union negotiations and employee grievances.

10. Provides research and information on special projects as assigned by the City Administrator.
11. Evaluates, recommends and participates in staff training and development.
12. Oversees employee onboarding and off boarding, inclusive of exit interviews.
13. Responsible for maintaining employee records and record retention.
14. Data practices designee responsible for all personnel related data requests.
15. Performs other duties as assigned or apparent.

Communications

1. Develops and implements the digital content strategy for website and social media.
2. Oversees content production of all City messaging through printed and electronic platforms.
3. Oversees the writing, editing, designing, and publishing of a variety of communications pieces and special presentations for both internal and external distribution.
4. Develops communication policies and procedures for the City and ensures proper compliance.
5. Stays informed and educated on communication trends and research; evaluates and recommends communication tools for the City.
6. Develops and administers budget for City's communications program.

Note: These examples are intended only as illustrative of various types of work performed, and are not all-inclusive. The job description is subject to change as the requirements of the job change.

REQUIRED KNOWLEDGE AND ABILITIES

1. Knowledge and ability to successfully apply human resources best practices and to resolve the full range of problems associated with professional human resource work.
2. Ability to create and implement a marketing and/or communications strategy and media schedule.
3. Knowledge of federal and state laws and regulations such as FMLA, FLSA, ADA, workers' compensation, PELRA, EEOC, affirmative action, and data practices.
4. Ability to build trusting relationships, to foster a teamwork environment, to maintain confidentiality, and to effectively manage conflict.
5. Ability to clearly communicate personnel management policies and procedures to individuals and groups; demonstrated ability to edit a variety of written and electronic materials.
6. Ability to independently prioritize own work; be attentive to detail, timeliness, and completion; and provide assistance to the work of others.

7. Knowledge of photography, videography, graphic design and website development.
8. Knowledge of Facebook, LinkedIn, Twitter, Instagram, and other various social media outlets.

MINIMUM QUALIFICATIONS

1. Bachelor's degree in human resources, public or business administration, communications, or other related field.
2. Three to five years of experience in human resources and communications.
3. Supervisory experience.
4. Excellent written and verbal communications.

PREFERRED QUALIFICATIONS

1. Previous experience in public personnel administration.

SUPERVISORY RESPONSIBILITY

This position does have employee supervisory responsibilities. The individual in this role is responsible for hiring, directing work and managing performance of Communications Specialist.

PHYSICAL DEMANDS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential duties of this job. Reasonable accommodations may be added to enable individuals with disabilities to perform essential job functions.

While performing the duties of this job, the employee is frequently required to sit, use hands to finger, handle, feel, operate objects, tools or keyboards, speak intelligibly, hear, and read. The employee is frequently required to stand, walk, and reach hands and arms. The employee must frequently move, turn, lift and carry objects weighing up to 20 pounds. Examples of lifting and carrying include, but are not limited to, paper, electronic equipment, books, and exhibit displays. Specific vision abilities required for this job include close vision and the ability to adjust focus.

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CONDITIONS OF EMPLOYMENT

1. Must comply with organizational and departmental policies.

EXPECTED HOURS OF WORK

This is a full-time position. Normal business hours and evening meetings.

It is the policy of the City of Lino Lakes to provide equal employment opportunities to all persons. All employment policies and practices shall be non-discriminatory in compliance with federal laws, state statutes.

Revised: 04/06/2021



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Rob Rafferty, Mayor of the City of
Lino Lakes, Minnesota, do hereby proclaim
April 30, 2021 as

Arbor Day

In the City of Lino Lakes, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 26th day of April, 2021
Mayor Rob Rafferty



Expenditures

April 26, 2021

Check #114189 to #114272

\$764,013.10

Accounts Payable

Check Detail

User: katie.christofferson
Printed: 04/16/2021 - 2:27PM



Check Number	Check Date	Check Description	Amount
11 - Ace Solid Waste, Inc.			
114191	04/26/2021	30	
	Inv April 2021	52 Trash & Recycling - 7741 LakeDrive	1,942.07
114191 Total:			1,942.07
11 - Ace Solid Waste, Inc. Total:			1,942.07
1256 - AFC Carpentry LLC			
114192	04/26/2021		
	Inv 4178	Remove window, paint block jams, and kn	1,100.00
114192 Total:			1,100.00
1256 - AFC Carpentry LLC Total:			1,100.00
16 - Aid Electric Corporation			
114193	04/26/2021		
	Inv 65356	Swap controller from Well 1 to Well 2	310.00
	Inv 65357	Troubleshoot contractor at Well 5	481.00
114193 Total:			791.00
16 - Aid Electric Corporation Total:			791.00
1595 - Allied Oil & Supply, Inc.			
114194	04/26/2021		
	Inv 549314-00	Hydraulic oil for wood chipper #142	176.70
	Inv 550590-00	55 gallons 5w30 engine oil & 55 gallons	1,770.54
114194 Total:			1,947.24
1595 - Allied Oil & Supply, Inc. Total:			1,947.24
35 - Anoka County Chiefs of Police Association			
114195	04/26/2021		
	Inv 1/19/2021	Annual Membership - W. Owens	30.00
114195 Total:			30.00
35 - Anoka County Chiefs of Police Association Total:			30.00

Check Number	Check Date	Check Description	Amount
42 - Anoka County Property Records & Taxation			
114196	04/26/2021		
		Inv 21-17028 Easement - 2148 Dogwood Street	42.70
		Inv 21-20046 Resolutions - 426 Pine Street	92.00
		Inv 5/17/2021 2021 Property Taxes 7685 LakeDrive	2,023.50
		Inv REJ2021-0215 Deed Tax and Ag Fee for Oaks of Lino Lak	13.30
114196 Total:			2,171.50
42 - Anoka County Property Records & Taxation Total:			2,171.50
54 - Aspen Mills, Inc.			
114197	04/26/2021		
		Inv 265405 Uniform Allowance - K. Sinna	49.98
		Inv 265645 Uniform Allowance - C. Shirmers	193.75
		Inv 271858 Mobile Field Force Equipment	126.00
		Inv 272317 Uniform Allowance - M. Carlson	82.68
114197 Total:			452.41
54 - Aspen Mills, Inc. Total:			452.41
55 - Auto Nation Ford White Bear Lake			
114198	04/26/2021		
		Inv 37808 Front parking light lamp	239.99
114198 Total:			239.99
55 - Auto Nation Ford White Bear Lake Total:			239.99
60 - Avon Business Forms & Promotions			
114199	04/26/2021		
		Inv 3628 Spec Tank Inspections Permit Forms	276.52
114199 Total:			276.52
60 - Avon Business Forms & Promotions Total:			276.52
85 - Bluetarp Financial, Inc.			
114200	04/26/2021		
		Inv 0362167266 300pk Disposable gloves	74.97
		Inv 0363193584 Cargo carrier #411 and Trailer battery #	166.98
		Inv 0363194457 Trailer batteries and lift assist	201.96
		Inv 1634329452 Impact driver and disposable gloves	112.95
114200 Total:			556.86
85 - Bluetarp Financial, Inc. Total:			556.86
93 - Braun Intertec			

Check Number	Check Date	Check Description	Amount
114201	04/26/2021		
		Inv B247310 2020 NE Drainage Area Improvement - MNDo	976.50
114201 Total:			976.50
93 - Braun Intertec Total:			976.50
100 - Bureau of Criminal Apprehension			
114202	04/26/2021		
		Inv 00000649525 CJDNM Access Fee (State & BCA)	390.00
114202 Total:			390.00
100 - Bureau of Criminal Apprehension Total:			390.00
1163 - Cargill, Inc.			
114203	04/26/2021		
		Inv 2906109309 Deicer - 48,940 LB	2,118.12
		Inv 2906112289 Deicer - 243,880 LB	10,555.13
		Inv 2906136092 Deicer - 49,620 LB	2,147.55
114203 Total:			14,820.80
1163 - Cargill, Inc. Total:			14,820.80
1751 - Cavegn, Cassandra			
114204	04/26/2021		
		Inv Q12021 1st Qtr 2021 Environmental Board Stipend	150.00
114204 Total:			150.00
1751 - Cavegn, Cassandra Total:			150.00
1752 - Centennial Flooring			
114205	04/26/2021		
		Inv 29865 Flooring in Public Safety wellness room	2,200.00
114205 Total:			2,200.00
1752 - Centennial Flooring Total:			2,200.00
115 - Centennial Utilities			
114206	04/26/2021	100	
		Inv March 2021 120 Natural Gas-6918 Sunrise	3,761.74
114206 Total:			3,761.74
115 - Centennial Utilities Total:			3,761.74
116 - CenterPoint Energy			

Check Number	Check Date	Check Description	Amount
114207	04/26/2021	220 Inv March 2021 170 Natural Gas-1179 Main Street	5,220.81
114207 Total:			5,220.81
116 - CenterPoint Energy Total:			5,220.81
117 - Central Pension Fund 101-000-2040-000			
114189	04/16/2021	April 2021 Inv April 2021 April 2021 April 2021 Central Pension Fund	4,992.00
114189 Total:			4,992.00
117 - Central Pension Fund Total:			4,992.00
126 - Chomonix Golf Course			
114208	04/26/2021	Inv 4/14/2021 Liquor License 2 month Credit	783.32
114208 Total:			783.32
126 - Chomonix Golf Course Total:			783.32
136 - City of Roseville			
114209	04/26/2021	Inv 0229991 April IT Services	18,216.98
114209 Total:			18,216.98
136 - City of Roseville Total:			18,216.98
137 - City of Shoreview			
114210	04/26/2021	Inv Q12021 1st Qtr 2021	1,849.68
114210 Total:			1,849.68
137 - City of Shoreview Total:			1,849.68
761 - Comcast 101-432-4321-502			
114211	04/26/2021	Inv 3/25/2021 Phone and Internet - 1710 Birch St	345.89
		Inv 3/5/2021 Well 3 Phone back-up	250.48
		Inv 4/5/2021 Phone and Internet - 1710 Birch St	250.60
114211 Total:			846.97
761 - Comcast Total:			846.97
146 - Como Lube & Supplies, Inc.			

Check Number	Check Date	Check Description	Amount
114212	04/26/2021		
		Inv 675244 265 gallons used oil	35.00
114212 Total:			35.00
146 - Como Lube & Supplies, Inc. Total:			35.00
149 - Connexus Energy			
114213	04/26/2021	06	
		Inv March 2021 05 Electric	6,109.02
114213 Total:			6,109.02
149 - Connexus Energy Total:			6,109.02
1278 - Core & Main LP			
114214	04/26/2021		
		Inv N862671 Meters & Horns	5,791.10
		Inv N862868 Meters	8,960.00
		Inv N869513 Meter parts	1,724.32
114214 Total:			16,475.42
1278 - Core & Main LP Total:			16,475.42
1206 - Costco Membership			
114215	04/26/2021		
		Inv 5/1/2021 Executive Business MembershipAnnual Ren	120.00
114215 Total:			120.00
1206 - Costco Membership Total:			120.00
192 - Emergency Apparatus Maintenance			
114216	04/26/2021		
		Inv 115953 NFPA Pump Test	265.00
		Inv 115954 Service Pump per EAM, Full service inspe	1,064.03
		Inv 115959 Safety inspection and ServicePortable P	606.36
		Inv 115962 Safety inspection #609	719.45
		Inv 116949 Replaced air filter #621	48.80
114216 Total:			2,703.64
192 - Emergency Apparatus Maintenance Total:			2,703.64
210 - Ferguson Waterworks #2518			
114217	04/26/2021		
		Inv 0470846 Blue locating paint	165.24
		Inv 0471125 Pressure Relief Valve	285.71
114217 Total:			450.95

Check Number	Check Date	Check Description	Amount
210 - Ferguson Waterworks #2518 Total:			450.95
211 - Filtration Systems, Inc.			
114218	04/26/2021		
		Inv 101957 Air handler filters	38.30
114218 Total:			38.30
211 - Filtration Systems, Inc. Total:			38.30
216 - First Advantage Occ.			
114219	04/26/2021		
		Inv 2507362103 Annual Enrollment - Public Works	307.71
		Inv 2507552012 Pre-Employment Testing - E. Olson	49.93
114219 Total:			357.64
216 - First Advantage Occ. Total:			357.64
1540 - Flower, Eric 101-461-4331-000			
114220	04/26/2021		
		Inv Q12021 1st Qtr 2021 Environmental Board Stipend	75.00
114220 Total:			75.00
1540 - Flower, Eric Total:			75.00
233 - GDO Law 101-414-4303-000			
114221	04/26/2021		
		Inv 6193 March Forfeitures	336.00
114221 Total:			336.00
233 - GDO Law Total:			336.00
244 - Gopher State One-Call			
114222	04/26/2021		
		Inv 1030540 March Tickets	344.25
114222 Total:			344.25
244 - Gopher State One-Call Total:			344.25
1753 - Hammerheart Brewing			
114223	04/26/2021		
		Inv 4/14/2021 Liquor License 2 Month Credit	116.66
114223 Total:			116.66

Check Number	Check Date	Check Description	Amount
1753 - Hammerheart Brewing Total:			116.66
271 - Hawkins, Inc.			
114224	04/26/2021		
		Inv 4905788 150 LB Chlorine Cylinder	50.00
		Inv 4907183 Chemicals	3,580.20
114224 Total:			3,630.20
271 - Hawkins, Inc. Total:			3,630.20
1189 - Holmes, Shawn C. 101-461-4331-000			
114225	04/26/2021		
		Inv Q12021 1st Qtr 2021 Environmental Board Stipend	150.00
114225 Total:			150.00
1189 - Holmes, Shawn C. Total:			150.00
298 - Hugo Equipment Company			
114226	04/26/2021		
		Inv 163213 Kanaflex Hose	599.75
114226 Total:			599.75
298 - Hugo Equipment Company Total:			599.75
304 - Hydraulics Plus & Consulting			
114227	04/26/2021		
		Inv 17906 Replacement hoses for the grapple bucket	94.38
114227 Total:			94.38
304 - Hydraulics Plus & Consulting Total:			94.38
306 - Image Printing & Graphics, Inc			
114228	04/26/2021		
		Inv 158455 Investigative Assistant sign	42.64
114228 Total:			42.64
306 - Image Printing & Graphics, Inc Total:			42.64
1748 - Infinite-Data, LLC			
114229	04/26/2021		
		Inv 1433 Easy CIP Annual License	4,000.00
114229 Total:			4,000.00

Check Number	Check Date	Check Description	Amount
1748 - Infinite-Data, LLC Total:			4,000.00
311 - Instrumental Research, Inc.			
114230	04/26/2021		
	Inv 3241	March Water Testing	150.00
114230 Total:			150.00
311 - Instrumental Research, Inc. Total:			150.00
313 - Interstate Power Systems, Inc.			
114231	04/26/2021		
	Inv R001173567:01	Annual Inspection, changed oil, and oil	659.00
	Inv R001173568:01	Annual Inspection, changed oil, and oil	497.00
	Inv R001173569:01	Annual Inspection, changed oil, and oil	517.00
	Inv R001173570:01	Annual Inspection, changed oil, and oil	497.00
	Inv R001173572:01	Annual Inspection, changed oil, and oil	507.00
	Inv R001173573:01	Annual Inspection, changed oil, and oil	507.00
	Inv R001173574:01	Annual Inspection, changed oil, and oil	487.00
	Inv R001173575:01	Annual Inspection, changed oil, and oil	1,477.80
	Inv R001173576:01	Annual Inspection, changed oil, and oil	500.00
	Inv R001173577:01	Annual Inspection, changed oil, and oil	456.00
	Inv R001173578:01	Annual Inspection, changed oil, and oil	456.00
	Inv R001173579:01	Annual Inspection, changed oil, and oil	335.00
114231 Total:			6,895.80
313 - Interstate Power Systems, Inc. Total:			6,895.80
1745 - Kusterman, William			
114232	04/26/2021		
	Inv Q42020	4th Qtr 2020 Park Board Stipend	150.00
114232 Total:			150.00
1745 - Kusterman, William Total:			150.00
962 - Land Title, Inc.			
114233	04/26/2021		
	Inv 4/5/2021	Saddle Club 2nd Addition Escrow Release	19,140.25
114233 Total:			19,140.25
962 - Land Title, Inc. Total:			19,140.25
1224 - Lano Equipment			
114234	04/26/2021		
	Inv 02-820651	Repaired hydraulic motor on bobcat toole	518.78
114234 Total:			518.78

Check Number	Check Date	Check Description	Amount
1224 - Lano Equipment Total:			518.78
394 - Macqueen Equipment, Inc.			
114235	04/26/2021	Inv P33929 Water pumps	664.45
114235 Total:			664.45
394 - Macqueen Equipment, Inc. Total:			664.45
1672 - McNulty, Ella M.			
114236	04/26/2021	Inv Q12021 1st Qtr 2021 Environmental Board Stipend	150.00
114236 Total:			150.00
1672 - McNulty, Ella M. Total:			150.00
418 - Menards - Forest Lake			
114237	04/26/2021	Inv 59882 PD Locker Room Remodel	285.94
		Inv 60581 Hot water heater repair parts	57.54
		Inv 60584 Refrigerator	673.03
		Inv 60591 Doorway threshold	77.57
		Inv 60706 PD Remodel	1,211.52
		Inv 60738 6 foot steel tray	41.96
		Inv 60739 PD Remodel	133.38
114237 Total:			2,480.94
418 - Menards - Forest Lake Total:			2,480.94
423 - Met Council Environmental Services 602-495-4405-000			
114238	04/26/2021	Inv 0001122262 May Waste Water Services	82,374.02
114238 Total:			82,374.02
423 - Met Council Environmental Services Total:			82,374.02
420 - Met Council Environmental Services (SAC)			
114239	04/26/2021	Inv 4/15/2021 SAC Refund Adjustment	44,282.70
114239 Total:			44,282.70
420 - Met Council Environmental Services (SAC) Total:			44,282.70
421 - Metro Sales Incorporated			
114240	04/26/2021		

Check Number	Check Date	Check Description	Amount
Inv INV1789262		Copier Maintenance Contract Ricoh/MP 405	36.00
Inv INV1789266		Copier Maintenance Contract Ricoh/MP C25	175.00
114240 Total:			211.00
421 - Metro Sales Incorporated Total:			211.00
1551 - Michael Lee Homes			
114241	04/26/2021		
Inv 2018-03794		Escrow Release - 6469 Fox Road	5,400.00
114241 Total:			5,400.00
1551 - Michael Lee Homes Total:			5,400.00
451 - MN Department of Labor & Industry 101-432-4452-000			
114242	04/26/2021		
Inv ABR0256335X		Boiler	40.00
114242 Total:			40.00
451 - MN Department of Labor & Industry Total:			40.00
1624 - Municipal Builders, Inc.			
114243	04/26/2021		
Inv 13912-000-11		Well House No. 1	21,742.71
114243 Total:			21,742.71
1624 - Municipal Builders, Inc. Total:			21,742.71
480 - NCPERS Group Life Insurance 101-000-2040-000			
114190	04/16/2021	April 2021 Life Insurance Premiums	
Inv April 2021		April 2021 Life Insurance Premiums April 2021 Life Insurance Premiums	240.00
114190 Total:			240.00
480 - NCPERS Group Life Insurance Total:			240.00
1541 - Nelson, Wendy K. 101-461-4331-000			
114244	04/26/2021		
Inv Q12021		1st Qtr 2021 Environmental Board Stipend	150.00
114244 Total:			150.00
1541 - Nelson, Wendy K. Total:			150.00
1253 - North Country Auto Body & Mechanical			
114245	04/26/2021		
Inv 22016		Squad #315 Claim #109416	1,497.23

Check Number	Check Date	Check Description	Amount
114245 Total:			1,497.23
1253 - North Country Auto Body & Mechanical Total:			1,497.23
1450 - Occupational Health Centers of MN, P.C.			
114246	04/26/2021		
Inv 103346609		Background check	31.50
114246 Total:			31.50
1450 - Occupational Health Centers of MN, P.C. Total:			31.50
980 - OPG-3, Inc.			
114247	04/26/2021		
Inv 4852		LF Professional Services Project: Comm.	4,625.00
114247 Total:			4,625.00
980 - OPG-3, Inc. Total:			4,625.00
508 - Optum			
114248	04/26/2021		
Inv 10199054388		March Retiree & Cobra Fees	90.00
114248 Total:			90.00
508 - Optum Total:			90.00
509 - O'Reilly Automotive Stores			
114249	04/26/2021		
Inv 5914-154087		Oil and fuel filters	60.40
Inv 5914-154834		Tire tread depth gage	3.38
114249 Total:			63.78
509 - O'Reilly Automotive Stores Total:			63.78
550 - Power Plan OIB			
114250	04/26/2021		
Inv P7442870		Wood chipper knives and bolts	154.90
114250 Total:			154.90
550 - Power Plan OIB Total:			154.90
552 - Press Publications, Inc.			
114251	04/26/2021		
Inv 697569		Public Hearing Butler Addition	40.96

Check Number	Check Date	Check Description	Amount
114251 Total:			40.96
552 - Press Publications, Inc. Total:			40.96
1092 - Quadient Finance USA, Inc.			
114252	04/26/2021		
	Inv 4/14/2021	Postage	500.00
114252 Total:			500.00
1092 - Quadient Finance USA, Inc. Total:			500.00
1337 - Roadkill Animal Control			
114253	04/26/2021		
	Inv 4/1/2021	March Animal pick-up/disposal	93.00
114253 Total:			93.00
1337 - Roadkill Animal Control Total:			93.00
1157 - Royal Oaks Realty, Inc.			
114254	04/26/2021		
	Inv 2/12/2021	Saddle Club 3rd Addition Escrow Release	822.00
	Inv 4/5/2021	Saddle Club 3rd Addition Escrow Release	63,941.02
114254 Total:			64,763.02
1157 - Royal Oaks Realty, Inc. Total:			64,763.02
587 - Safe-Fast, Inc.			
114255	04/26/2021		
	Inv INV241075	Uniform Allowance - C. Miller	55.20
	Inv INV241248	Uniform Allowance - C. Miller	49.95
	Inv INV242565	Uniform Allowance - D. Jensen	42.95
114255 Total:			148.10
587 - Safe-Fast, Inc. Total:			148.10
1578 - SBRK Finance Holdings, Inc			
114256	04/26/2021		
	Inv INV-005826	March UB Web Payments Trans Fee/Active A	725.00
114256 Total:			725.00
1578 - SBRK Finance Holdings, Inc Total:			725.00
750 - Schwartz, Alexander P. 101-461-4331-000			
114257	04/26/2021		

Check Number	Check Date	Check Description	Amount
Inv Q12021	1st Qtr 2021	Environmental Board Stipend	150.00
114257 Total:			150.00
750 - Schwartz, Alexander P. Total:			150.00
609 - SHI International Corp			
114258	04/26/2021		
Inv B13225300		Bluetooth printer	316.52
114258 Total:			316.52
609 - SHI International Corp Total:			316.52
634 - Staples Business Credit			
114259	04/26/2021		
Inv 1634210521		Pens, highlighters, dust-off wipes/cloth	33.36
114259 Total:			33.36
634 - Staples Business Credit Total:			33.36
645 - Streicher's, Inc.			
114260	04/26/2021		
Inv 1493887		Uniform Allowance - C. Shirners	117.87
114260 Total:			117.87
645 - Streicher's, Inc. Total:			117.87
751 - Sullivan, John E. 101-461-4331-000			
114261	04/26/2021		
Inv Q12021	1st Qtr 2021	Environmental Board Stipend	200.00
114261 Total:			200.00
751 - Sullivan, John E. Total:			200.00
655 - TASC - Client Invoices			
114262	04/26/2021		
Inv IN2000458		March Admin Fees	53.60
114262 Total:			53.60
655 - TASC - Client Invoices Total:			53.60
656 - TDS Metrocom MN			
114263	04/26/2021		
Inv 4/13/2021		Telephone	243.72

Check Number	Check Date	Check Description	Amount
114263 Total:			243.72
656 - TDS Metrocom MN Total:			243.72
1198 - Tony Emmerich Construction, Inc.			
114264	04/26/2021		
	Inv 2/19/2021	NorthPointe 5th Addition Escrow Release	111,002.53
	Inv 3/1/2021	NorthPointe 3rd Addition Escrow Release	9,197.78
114264 Total:			120,200.31
1198 - Tony Emmerich Construction, Inc. Total:			120,200.31
675 - Tri-State Bobcat, Inc.			
114265	04/26/2021		
	Inv E30467	Stump grinder rental	250.00
114265 Total:			250.00
675 - Tri-State Bobcat, Inc. Total:			250.00
681 - Twin Cities Transport & Recovery			
114266	04/26/2021		
	Inv 21-0405-42159	DWI Forfeiture - ICR#21068689	200.00
114266 Total:			200.00
681 - Twin Cities Transport & Recovery Total:			200.00
687 - U.S. Bank Visa			
114267	04/26/2021		
	Inv 4/14/2021	The Home Depot/Sponge, dishsoap, marker,	13,423.72
114267 Total:			13,423.72
687 - U.S. Bank Visa Total:			13,423.72
693 - Upper Cut Tree Service			
114268	04/26/2021		
	Inv 4969	Tree removal - 535 77th St and 6856 Rust	1,450.00
	Inv 4972	Tree removal - 1205 PeregrineCircle	1,300.00
114268 Total:			2,750.00
693 - Upper Cut Tree Service Total:			2,750.00
1447 - Wheeler Hardware Company			
114269	04/26/2021		
	Inv SPI118334	Prisoner release door adjustment	420.00

Check Number	Check Date	Check Description	Amount
		Inv SPI118409 Keys	52.00
114269 Total:			472.00
1447 - Wheeler Hardware Company Total:			472.00
729 - Winnick Supply, Inc.			
114270	04/26/2021		
		Inv 427510 PD Toilet repair	33.62
114270 Total:			33.62
729 - Winnick Supply, Inc. Total:			33.62
1750 - Yang, Tshaplaw Jack			
114271	04/26/2021		
		Inv 4/7/2021 Seized cash return ICR#20034111	5,000.00
114271 Total:			5,000.00
1750 - Yang, Tshaplaw Jack Total:			5,000.00
743 - Ziegler, Inc.			
114272	04/26/2021		
		Inv IN000042834 2021 Caterpillar 262D3 Skid Steer #270	51,900.00
		Inv IN000045575 2021 Caterpillar 926M Wheel Loader with	211,950.00
114272 Total:			263,850.00
743 - Ziegler, Inc. Total:			263,850.00
Total:			764,013.10

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
4/26/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
Central Pension Fund	101-000	101-000-2040-000	4,992.00	114189	April 2021 Central Pension Fund
NCPERS Group Life Insurance	101-000	101-000-2040-000	240.00	114190	April 2021 Life Insurance Premiums
Anoka County Property Records & Taxation	101-000	101-000-2081-000	42.70	114196	Easement - 2148 Dogwood Street
Met Council Environmental Services (SAC)	101-000	101-000-2120-000	69,580.00	114239	March SAC Report
Met Council Environmental Services (SAC)	101-000	101-000-2120-000	-24,850.00	114239	SAC Refund Adjustment
Chomonix Golf Course	101-000	101-000-3201-000	783.32	114208	Liquor License 2 month Credit
Hammerheart Brewing	101-000	101-000-3202-000	116.66	114223	Liquor License 2 Month Credit
Met Council Environmental Services (SAC)	101-000	101-000-3414-000	-447.30	114239	March SAC Report
		101-000 Total	50,457.38		
U.S. Bank Visa	101-401	101-401-4900-000	5.29	114267	Walgreens/Photos for newsletter
		101-401 Total	5.29		
First Advantage Occ.	101-402	101-402-4300-000	49.93	114219	Pre-Employment Testing - E. Olson
First Advantage Occ.	101-402	101-402-4300-000	307.71	114219	Annual Enrollment - Public Works
Occupational Health Centers of MN P.C.	101-402	101-402-4300-000	31.50	114246	Background check
Optum	101-402	101-402-4310-000	90.00	114248	March Retiree & Cobra Fees
U.S. Bank Visa	101-402	101-402-4330-000	17.69	114267	Amazon/Leadership Book
TASC - Client Invoices	101-402	101-402-4410-000	53.60	114262	March Admin Fees
		101-402 Total	550.43		
City of Roseville	101-407	101-407-4310-000	16,758.98	114209	April IT Services
U.S. Bank Visa	101-407	101-407-4310-000	-42.72	114267	Zoom/4 Zoom Standard Pro Annual Licenses - Sales Tax Refund
U.S. Bank Visa	101-407	101-407-4310-000	642.32	114267	Zoom/4 Zoom Standard Pro Annual Licenses
U.S. Bank Visa	101-407	101-407-4310-000	-617.04	114267	LogMeIn/Refund Subscription
U.S. Bank Visa	101-407	101-407-4310-000	617.04	114267	LogMeIn/Subscription
U.S. Bank Visa	101-407	101-407-4330-000	485.00	114267	MCFOA/Tuition K. Christofferson - Clerks Institute Year 1
U.S. Bank Visa	101-407	101-407-4330-000	345.00	114267	MCFOA/Tuition T. Thoma - Clerks Institute Year 3
		101-407 Total	18,188.58		
GDO Law	101-414	101-414-4303-000	336.00	114221	March Forfeitures
		101-414 Total	336.00		
U.S. Bank Visa	101-415	101-415-4330-000	10.00	114267	EDAM/BRE Workshop
		101-415 Total	10.00		
Anoka County Property Records & Taxation	101-416	101-416-4410-000	92.00	114196	Resolutions - 426 Pine Street
		101-416 Total	92.00		
Costco Membership	101-420	101-420-4200-000	60.00	114215	Executive Business Membership Annual Renewal
Staples Business Credit	101-420	101-420-4200-000	33.36	114259	Pens highlighters dust-off wipes/cloths
U.S. Bank Visa	101-420	101-420-4200-000	24.99	114267	Amazon/Keyboard & mouse for investigative assistant office
U.S. Bank Visa	101-420	101-420-4211-000	75.09	114267	Chewy.com/Argos food
U.S. Bank Visa	101-420	101-420-4240-000	195.00	114267	Amazon/Monitor arm for investigative assistant office
U.S. Bank Visa	101-420	101-420-4300-000	990.00	114267	MN Peace Officer Standards - 11 Officer License Renewals
U.S. Bank Visa	101-420	101-420-4321-000	1,787.17	114267	Verizon/Phone and Internet
Anoka County Chiefs of Police Association	101-420	101-420-4330-000	10.00	114195	Annual Membership - W. Owens
Anoka County Chiefs of Police Association	101-420	101-420-4330-000	10.00	114195	Annual Membership - J. Swenson
Anoka County Chiefs of Police Association	101-420	101-420-4330-000	10.00	114195	Annual Membership - K. Leibel
U.S. Bank Visa	101-420	101-420-4330-000	75.00	114267	USPCA12/Tuition K. Leibel - K9 Risk Management
U.S. Bank Visa	101-420	101-420-4330-000	75.00	114267	USPCA12/Tuition K. Mabraten - K9 Risk Management
U.S. Bank Visa	101-420	101-420-4330-000	250.00	114267	BCA/Tuition M. Carlson - Interview & Interrogation
U.S. Bank Visa	101-420	101-420-4330-000	25.00	114267	BCA/Tuition A. Ng - POR Investigation School
U.S. Bank Visa	101-420	101-420-4330-000	25.00	114267	BCA/Tuition M. Carlson - POR Investigation School
U.S. Bank Visa	101-420	101-420-4330-000	25.00	114267	BCA/Tuition L. Hawkinson - Terminal Agency Controller workshop
U.S. Bank Visa	101-420	101-420-4330-000	575.00	114267	Reid & Associates/Tuition C. Boehme - Interview & Interrogation
U.S. Bank Visa	101-420	101-420-4330-000	75.00	114267	USPCA12/Tuition M. Christensen - K9 Risk Management
Aspen Mills Inc.	101-420	101-420-4370-000	82.68	114197	Uniform Allowance - M. Carlson
Aspen Mills Inc.	101-420	101-420-4370-000	49.98	114197	Uniform Allowance - K. Sinna
Aspen Mills Inc.	101-420	101-420-4370-000	193.75	114197	Uniform Allowance - C. Shirmers
Streicher's Inc.	101-420	101-420-4370-000	117.87	114260	Uniform Allowance - C. Shirmers
U.S. Bank Visa	101-420	101-420-4370-000	45.00	114267	Amazon/Uniform Allowance - J. Cree
Connexus Energy	101-420	101-420-4381-000	30.35	114213	Electric
Bureau of Criminal Apprehension	101-420	101-420-4410-000	390.00	114202	CJDNM Access Fee (State & BCA)
Metro Sales Incorporated	101-420	101-420-4410-000	36.00	114240	Copier Maintenance Contract Ricoh/MP 4055SP Copier
U.S. Bank Visa	101-420	101-420-4410-000	2,355.57	114267	Zoom/2021 Annual Service Fee
		101-420 Total	7,621.81		
U.S. Bank Visa	101-421	101-421-4211-000	53.90	114267	LTG Power Equipment/TruFuel 2 gallons



**AP Checks by Account Number
4/26/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
U.S. Bank Visa	101-421	101-421-4211-000	99.80	114267	LTG Power Equipment/TruFuel 4 cycle gas
U.S. Bank Visa	101-421	101-421-4211-000	107.80	114267	LTG Power Equipment/TruFuel 4 gallons
U.S. Bank Visa	101-421	101-421-4240-000	73.54	114267	Amazon/2 trailer light adaptor 2 towover trailer hitch E11 E21
U.S. Bank Visa	101-421	101-421-4300-000	20.00	114267	NRMET/EMT Recertification - McReavy
U.S. Bank Visa	101-421	101-421-4321-000	146.53	114267	Verizon/Phone and Internet
U.S. Bank Visa	101-421	101-421-4330-000	80.85	114267	Amazon/Fire Officer textbook - B. Finke
Emergency Apparatus Maintenance	101-421	101-421-4410-000	265.00	114216	NFPA Pump Test
U.S. Bank Visa	101-421	101-421-4452-000	26.06	114267	Intl Assoc of Arson Inv/MN IAAI 2021 Membership/ B. Finke
101-421 Total			873.48		
Avon Business Forms & Promotions	101-422	101-422-4200-000	276.52	114199	Spec Tank Inspections Permit Forms
U.S. Bank Visa	101-422	101-422-4240-000	35.67	114267	Amazon/Boot covers for Inspectors
U.S. Bank Visa	101-422	101-422-4321-000	193.27	114267	Verizon/Phone and Internet
101-422 Total			505.46		
U.S. Bank Visa	101-430	101-430-4211-000	100.78	114267	Northern Tool/Casters
U.S. Bank Visa	101-430	101-430-4211-000	-14.98	114267	The Home Depot/Refund irrigation head
U.S. Bank Visa	101-430	101-430-4211-000	108.73	114267	The Home Depot/Sponge dishsoap marker irrigation head socket
Cargill Inc.	101-430	101-430-4228-000	2,147.55	114203	Deicer - 49 620 LB
Cargill Inc.	101-430	101-430-4228-000	10,555.13	114203	Deicer - 243 880 LB
Cargill Inc.	101-430	101-430-4228-000	2,118.12	114203	Deicer - 48 940 LB
U.S. Bank Visa	101-430	101-430-4240-000	28.44	114267	The Home Depot/Pliers and socket adapter
U.S. Bank Visa	101-430	101-430-4321-000	41.50	114267	Verizon/Phone and Internet
U.S. Bank Visa	101-430	101-430-4330-000	50.00	114267	MECA/Construction SWPPP Workshop
U.S. Bank Visa	101-430	101-430-4330-000	50.00	114267	MECA/Stormwater online seminar
Safe-Fast Inc.	101-430	101-430-4370-000	55.20	114255	Uniform Allowance - C. Miller
Safe-Fast Inc.	101-430	101-430-4370-000	49.95	114255	Uniform Allowance - C. Miller
Connexus Energy	101-430	101-430-4385-000	1,647.49	114213	Electric
Roadkill Animal Control	101-430	101-430-4410-000	93.00	114253	March Animal pick-up/disposal
Upper Cut Tree Service	101-430	101-430-4410-000	1,450.00	114268	Tree removal - 535 77th St and 6856 Rustic Ln
Tri-State Bobcat Inc.	101-430	101-430-4415-000	250.00	114265	Stump grinder rental
101-430 Total			18,730.91		
Hugo Equipment Company	101-431	101-431-4211-000	599.75	114226	Kanaflex Hose
U.S. Bank Visa	101-431	101-431-4211-000	588.50	114267	Holiday Station Stores/March carwashes
U.S. Bank Visa	101-431	101-431-4212-000	53.28	114267	Bills Superette/Non-oxy for small engine equipment
U.S. Bank Visa	101-431	101-431-4212-000	28.32	114267	Lino Lakes One Stop/Diesel fuel for toolcat
U.S. Bank Visa	101-431	101-431-4212-000	36.00	114267	Lino Lakes One Stop/Diesel fuel for toolcat
Allied Oil & Supply Inc.	101-431	101-431-4221-000	1,770.54	114194	55 gallons 5w30 engine oil & 55 gallons 5w40 diesel engine oil
Allied Oil & Supply Inc.	101-431	101-431-4221-000	176.70	114194	Hydraulic oil for wood chipper #142
Auto Nation Ford White Bear Lake	101-431	101-431-4221-000	239.99	114198	Front parking light lamp
Bluetarp Financial Inc.	101-431	101-431-4221-000	166.98	114200	Cargo carrier #411 and Trailer battery #501
Bluetarp Financial Inc.	101-431	101-431-4221-000	201.96	114200	Trailer batteries and lift assist
Hydraulics Plus & Consulting	101-431	101-431-4221-000	94.38	114227	Replacement hoses for the grapple bucket attachment
Lano Equipment	101-431	101-431-4221-000	518.78	114234	Repaired hydraulic motor on bobcat toolcat broom attachment
Macqueen Equipment Inc.	101-431	101-431-4221-000	664.45	114235	Water pumps
O'Reilly Automotive Stores	101-431	101-431-4221-000	60.40	114249	Oil and fuel filters
Power Plan OIB	101-431	101-431-4221-000	154.90	114250	Wood chipper knives and bolts
U.S. Bank Visa	101-431	101-431-4221-000	94.45	114267	Polar Chevrolet/Floor mats for the reserve car #382
O'Reilly Automotive Stores	101-431	101-431-4240-000	3.38	114249	Tire tread depth gage
Como Lube & Supplies Inc.	101-431	101-431-4300-000	35.00	114212	265 gallons used oil
North Country Auto Body & Mechanical	101-431	101-431-4363-000	1,497.23	114245	Squad #315 Claim #109416
Emergency Apparatus Maintenance	101-431	101-431-4410-000	719.45	114216	Safety inspection #609
Emergency Apparatus Maintenance	101-431	101-431-4410-000	48.80	114216	Replaced air filter #621
Emergency Apparatus Maintenance	101-431	101-431-4410-000	1,064.03	114216	Service Pump per EAM Full service inspection Service rescue
Emergency Apparatus Maintenance	101-431	101-431-4410-000	606.36	114216	Safety inspection and Service Portable Pump #606
101-431 Total			9,423.63		
Costco Membership	101-432	101-432-4200-000	60.00	114215	Executive Business Membership Annual Renewal
U.S. Bank Visa	101-432	101-432-4200-000	8.49	114267	Amazon/Display port cable for M. Sawyer
U.S. Bank Visa	101-432	101-432-4200-000	39.49	114267	Amazon/Envelopes and 6' display port cable for M. Sawyer
U.S. Bank Visa	101-432	101-432-4200-000	30.04	114267	Amazon/Batteries
U.S. Bank Visa	101-432	101-432-4200-000	9.89	114267	Amazon/Calendar - J. Bartell
U.S. Bank Visa	101-432	101-432-4200-000	8.99	114267	Amazon/Display port cable for M. Sawyer
U.S. Bank Visa	101-432	101-432-4200-000	35.99	114267	Amazon/Bluetooth headset with microphone for virtual meetings



**AP Checks by Account Number
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Vendor	Fund/Dept	Account	Amount	Check #	Description
U.S. Bank Visa	101-432	101-432-4211-000	93.81	114267	ULINE/Saline eye wash stations
Filtration Systems Inc.	101-432	101-432-4211-502	38.30	114218	Air handler filters
Image Printing & Graphics Inc	101-432	101-432-4211-503	42.64	114228	Investigative Assistant sign
Winnick Supply Inc.	101-432	101-432-4211-503	33.62	114270	PD Toilet repair
Anoka County Property Records & Taxation	101-432	101-432-4300-500	155.54	114196	2021 Property Taxes Old City Hall
Anoka County Property Records & Taxation	101-432	101-432-4300-500	172.86	114196	2021 Property Taxes Old City Hall
Interstate Power Systems Inc.	101-432	101-432-4300-500	1,477.80	114231	Annual Inspection changed oil and oil filter - PD Generator
Interstate Power Systems Inc.	101-432	101-432-4300-500	659.00	114231	Annual Inspection changed oil and oil filter
Anoka County Property Records & Taxation	101-432	101-432-4300-501	545.16	114196	2021 Property Taxes Fire Station #1 - 7741 Lake Dr
Interstate Power Systems Inc.	101-432	101-432-4300-501	456.00	114231	Annual Inspection changed oil and oil filter
Anoka County Property Records & Taxation	101-432	101-432-4300-502	545.16	114196	2021 Property Taxes Fire Station #2 - 1710 Birch St
Interstate Power Systems Inc.	101-432	101-432-4300-502	456.00	114231	Annual Inspection changed oil and oil filter
Anoka County Property Records & Taxation	101-432	101-432-4300-503	545.16	114196	2021 Property Taxes New City Hall - 600 Town Ctr Pkwy
Wheeler Hardware Company	101-432	101-432-4300-503	420.00	114269	Prisoner release door adjustment
TDS Metrocom MN	101-432	101-432-4321-000	203.82	114263	Telephone
Comcast	101-432	101-432-4321-502	345.89	114211	Phone and Internet - 1710 Birch St
Quadient Finance USA Inc.	101-432	101-432-4322-000	500.00	114252	Postage
Connexus Energy	101-432	101-432-4381-500	1,098.58	114213	Electric
CenterPoint Energy	101-432	101-432-4383-500	800.37	114207	Natural Gas-1189 Main Street
CenterPoint Energy	101-432	101-432-4383-500	880.70	114207	Natural Gas-1187 Main Street
CenterPoint Energy	101-432	101-432-4383-500	711.99	114207	Natural Gas-1189 Main Street
CenterPoint Energy	101-432	101-432-4383-501	1,053.24	114207	Natural Gas-7741 Lake Drive
CenterPoint Energy	101-432	101-432-4383-502	1,026.02	114207	Natural Gas-1710 Birch Street
Centennial Utilities	101-432	101-432-4383-503	2,450.23	114206	Natural Gas-600 Town Center Pkwy
Ace Solid Waste Inc.	101-432	101-432-4384-500	360.50	114191	Trash & Recycling - 1189 Main Street
Ace Solid Waste Inc.	101-432	101-432-4384-500	288.57	114191	Commingle Recycling 1189 Main Street
Ace Solid Waste Inc.	101-432	101-432-4384-501	80.33	114191	Trash & Recycling - 7741 Lake Drive
Ace Solid Waste Inc.	101-432	101-432-4384-502	148.74	114191	Trash & Recycling - 1710 Birch Street
Ace Solid Waste Inc.	101-432	101-432-4384-503	434.80	114191	Trash & Recycling - 640 Town Center Pkwy
Metro Sales Incorporated	101-432	101-432-4410-503	175.00	114240	Copier Maintenance Contract Ricoh/MP C2500 Color Copier
101-432 Total			16,392.72		
Menards - Forest Lake	101-450	101-450-4211-000	41.96	114237	6 foot steel tray
U.S. Bank Visa	101-450	101-450-4211-000	167.70	114267	The Home Depot/4x4x8' post - Wenzel Boardwalk
U.S. Bank Visa	101-450	101-450-4211-000	1,388.31	114267	Dog Waste Depot/Replacement - 5 bag dispensers 10 waste cans
U.S. Bank Visa	101-450	101-450-4321-000	81.51	114267	Verizon/Phone and Internet
Kusterman William	101-450	101-450-4331-000	150.00	114232	4th Qtr 2020 Park Board Stipend
Safe-Fast Inc.	101-450	101-450-4370-000	42.95	114255	Uniform Allowance - D. Jensen
Connexus Energy	101-450	101-450-4381-000	67.83	114213	Electric
Centennial Utilities	101-450	101-450-4383-000	26.15	114206	Natural Gas-6811 Lake Drive
Centennial Utilities	101-450	101-450-4383-000	168.75	114206	Natural Gas-6918 Sunrise
Centennial Utilities	101-450	101-450-4383-000	156.69	114206	Natural Gas-7204 Lake Drive
CenterPoint Energy	101-450	101-450-4383-000	195.37	114207	Natural Gas-1179 Main Street
CenterPoint Energy	101-450	101-450-4383-000	95.92	114207	Natural Gas-6520 Pheasant Run
Ace Solid Waste Inc.	101-450	101-450-4384-000	0.00	114191	Trash & Recycling - Sunrise Park
Anoka County Property Records & Taxation	101-450	101-450-4410-000	13.30	114196	Deed Tax and Ag Fee for Oaks of Lino Lakes Quit Claim Deeds
Upper Cut Tree Service	101-450	101-450-4410-000	1,300.00	114268	Tree removal - 1205 Peregrine Circle
101-450 Total			3,896.44		
U.S. Bank Visa	101-461	101-461-4211-000	441.64	114267	Forestry Suppliers Inc/Prescribed Fire gear
U.S. Bank Visa	101-461	101-461-4321-000	46.50	114267	Verizon/Phone and Internet
Cavegn Cassondra	101-461	101-461-4331-000	150.00	114204	1st Qtr 2021 Environmental Board Stipend
Flower Eric	101-461	101-461-4331-000	75.00	114220	1st Qtr 2021 Environmental Board Stipend
Holmes Shawn C.	101-461	101-461-4331-000	150.00	114225	1st Qtr 2021 Environmental Board Stipend
McNulty Ella M.	101-461	101-461-4331-000	150.00	114236	1st Qtr 2021 Environmental Board Stipend
Nelson Wendy K.	101-461	101-461-4331-000	150.00	114244	1st Qtr 2021 Environmental Board Stipend
Schwartz Alexander P.	101-461	101-461-4331-000	150.00	114257	1st Qtr 2021 Environmental Board Stipend
Sullivan John E.	101-461	101-461-4331-000	200.00	114261	1st Qtr 2021 Environmental Board Stipend
101-461 Total			1,513.14		
Ace Solid Waste Inc.	101-462	101-462-4410-000	108.22	114191	Organic Recycling - Lino Park
Ace Solid Waste Inc.	101-462	101-462-4410-000	190.04	114191	Organic Recycling - Birch Park
Ace Solid Waste Inc.	101-462	101-462-4410-000	94.66	114191	Organic Recycling - Clearwater Creek
Ace Solid Waste Inc.	101-462	101-462-4410-000	236.21	114191	Organic Recycling - Marshan Park



**AP Checks by Account Number
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Vendor	Fund/Dept	Account	Amount	Check #	Description
	101-462 Total		629.13		
Ferguson Waterworks #2518	202-451	202-451-4211-000	285.71	114217	Pressure Relief Valve
Menards - Forest Lake	202-451	202-451-4211-000	57.54	114237	Hot water heater repair parts
Menards - Forest Lake	202-451	202-451-4211-000	77.57	114237	Doorway threshold
U.S. Bank Visa	202-451	202-451-4211-000	90.67	114267	Air Delights/Air fresheners
U.S. Bank Visa	202-451	202-451-4211-000	46.71	114267	Amazon/Batteries
U.S. Bank Visa	202-451	202-451-4211-000	32.19	114267	Amazon/Door stops
Menards - Forest Lake	202-451	202-451-4240-000	673.03	114237	Refrigerator
U.S. Bank Visa	202-451	202-451-4240-000	8.99	114267	Amazon/Allen wrench door keys
AFC Carpentry LLC	202-451	202-451-4300-000	1,100.00	114192	Remove window paint block jambs and knock out
Wheeler Hardware Company	202-451	202-451-4300-000	52.00	114269	Keys
Centennial Utilities	202-451	202-451-4383-000	939.91	114206	Natural Gas-7690 Village Drive
MN Department of Labor & Industry	202-451	202-451-4452-000	40.00	114242	Boiler
	202-451 Total		3,404.32		
Aspen Mills Inc.	207-420	207-420-4240-000	126.00	114197	Mobile Field Force Equipment
SHI International Corp	207-420	207-420-4240-000	316.52	114258	Bluetooth printer
U.S. Bank Visa	207-420	207-420-4240-000	96.38	114267	Titan Fitness/Supplies for public safety PT room- plyometric box
U.S. Bank Visa	207-420	207-420-4240-000	227.48	114267	Amazon/Supplies for public safety PT room-foam rollers barbells
Yang Tshaplaw Jack	207-420	207-420-4300-000	5,000.00	114271	Seized cash return ICR#20034111
Centennial Flooring	207-420	207-420-5000-000	2,200.00	114205	Flooring in Public Safety wellness room
	207-420 Total		7,966.38		
Twin Cities Transport & Recovery	208-420	208-420-4300-000	200.00	114266	DWI Forfeiture - ICR#21068689
	208-420 Total		200.00		
U.S. Bank Visa	210-420	210-420-4240-000	96.39	114267	Streichers/2 Mobile Field Force Suppression cans
U.S. Bank Visa	210-420	210-420-4240-000	101.00	114267	Amazon/4 TUFF Single leg Drop Holder MK-9 for Mobile Field Force
U.S. Bank Visa	210-420	210-420-4240-000	220.67	114267	LA Police Gear/MK-9 Stream OC Spray for Mobile Field Force
	210-420 Total		418.06		
Menards - Forest Lake	401-432	401-432-5000-000	1,211.52	114237	PD Remodel
Menards - Forest Lake	401-432	401-432-5000-000	285.94	114237	PD Locker Room Remodel
Menards - Forest Lake	401-432	401-432-5000-000	133.38	114237	PD Remodel
	401-432 Total		1,630.84		
Ziegler Inc.	402-431	402-431-5000-000	51,900.00	114272	2021 Caterpillar 262D3 Skid Steer #270
Ziegler Inc.	402-431	402-431-5000-000	211,950.00	114272	2021 Caterpillar 926M Wheel Loader with wing and front plow #269
	402-431 Total		263,850.00		
Infinite-Data LLC	403-000	403-000-2520-000	-4,000.00	114229	Easy CIP Annual License
Infinite-Data LLC	403-000	403-000-2521-000	4,000.00	114229	Easy CIP Annual License
	403-000 Total		0.00		
U.S. Bank Visa	403-401	403-401-4240-000	-289.50	114267	Amazon/Refund Council Chambers wireless microphones
	403-401 Total		-289.50		
U.S. Bank Visa	403-402	403-402-4240-000	309.63	114267	VisionTek/Docking station for new laptop
U.S. Bank Visa	403-402	403-402-4240-000	-309.63	114267	VisionTek/Refund Docking station for new laptop
	403-402 Total		0.00		
Infinite-Data LLC	403-407	403-407-4300-000	4,000.00	114229	Easy CIP Annual License
	403-407 Total		4,000.00		
OPG-3 Inc.	403-418	403-418-4300-000	4,625.00	114247	LF Professional Services Project: Comm. Dev Refile
	403-418 Total		4,625.00		
Anoka County Property Records & Taxation	420-499	420-499-5140-000	53.24	114196	2021 Property Taxes 7685 Lake Drive
	420-499 Total		53.24		
Braun Intertec	422-499	422-499-4300-125	976.50	114201	2020 NE Drainage Area Improvement - MNDoT Soil Testing
	422-499 Total		976.50		
City of Shoreview	601-000	601-000-2140-000	17.01	114210	1st Qtr 2021
	601-000 Total		17.01		
Bluetarp Financial Inc.	601-494	601-494-4211-000	112.95	114200	Impact driver and disposable gloves
Ferguson Waterworks #2518	601-494	601-494-4211-000	165.24	114217	Blue locating paint
Core & Main LP	601-494	601-494-4215-000	1,724.32	114214	Meter parts
Core & Main LP	601-494	601-494-4215-000	5,791.10	114214	Meters & Horns
Core & Main LP	601-494	601-494-4215-000	8,960.00	114214	Meters
Hawkins Inc.	601-494	601-494-4222-000	3,580.20	114224	Chemicals
Hawkins Inc.	601-494	601-494-4222-000	50.00	114224	150 LB Chlorine Cylinder
Aid Electric Corporation	601-494	601-494-4300-000	310.00	114193	Swap controller from Well 1 to Well 2
Aid Electric Corporation	601-494	601-494-4300-000	481.00	114193	Troubleshoot contractor at Well 5



**AP Checks by Account Number
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Vendor	Fund/Dept	Account	Amount	Check #	Description
City of Roseville	601-494	601-494-4310-000	729.00	114209	April IT Services
Comcast	601-494	601-494-4321-000	250.60	114211	Phone and Internet - 1710 Birch St
Comcast	601-494	601-494-4321-000	250.48	114211	Well 3 Phone back-up
TDS Metrocom MN	601-494	601-494-4321-000	39.90	114263	Telephone
U.S. Bank Visa	601-494	601-494-4321-000	46.50	114267	Verizon/Phone and Internet
U.S. Bank Visa	601-494	601-494-4321-000	208.03	114267	Verizon/Phone and Internet
Connexus Energy	601-494	601-494-4381-000	2,607.97	114213	Electric
City of Shoreview	601-494	601-494-4382-000	440.46	114210	1st Qtr 2021
CenterPoint Energy	601-494	601-494-4383-000	123.24	114207	Natural Gas-6786 Clearwater Creek
CenterPoint Energy	601-494	601-494-4383-000	83.02	114207	Natural Gas-6482 Pheasant Run S
CenterPoint Energy	601-494	601-494-4383-000	9.77	114207	Natural Gas-6774 Black Duck Drive
CenterPoint Energy	601-494	601-494-4383-000	142.61	114207	Natural Gas-1180 Birch Street
Gopher State One-Call	601-494	601-494-4410-000	172.12	114222	March Tickets
Instrumental Research Inc.	601-494	601-494-4410-000	150.00	114230	March Water Testing
SBRK Finance Holdings Inc	601-494	601-494-4410-000	362.50	114256	March UB Web Payments Trans Fee/Active Acct Fee
Municipal Builders Inc.	601-494	601-494-5000-000	21,742.71	114243	Well House No. 1
601-494 Total			48,533.72		
Bluetarp Financial Inc.	602-495	602-495-4211-000	74.97	114200	300pk Disposable gloves
Interstate Power Systems Inc.	602-495	602-495-4300-000	507.00	114231	Annual Inspection changed oil and oil filter
Interstate Power Systems Inc.	602-495	602-495-4300-000	497.00	114231	Annual Inspection changed oil and oil filter
Interstate Power Systems Inc.	602-495	602-495-4300-000	500.00	114231	Annual Inspection changed oil and oil filter
Interstate Power Systems Inc.	602-495	602-495-4300-000	497.00	114231	Annual Inspection changed oil and oil filter
Interstate Power Systems Inc.	602-495	602-495-4300-000	517.00	114231	Annual Inspection changed oil and oil filter
Interstate Power Systems Inc.	602-495	602-495-4300-000	487.00	114231	Annual Inspection changed oil and oil filter
Interstate Power Systems Inc.	602-495	602-495-4300-000	507.00	114231	Annual Inspection changed oil and oil filter
Interstate Power Systems Inc.	602-495	602-495-4300-000	335.00	114231	Annual Inspection changed oil and oil filter
City of Roseville	602-495	602-495-4310-000	729.00	114209	April IT Services
U.S. Bank Visa	602-495	602-495-4321-000	123.01	114267	Verizon/Phone and Internet
Connexus Energy	602-495	602-495-4381-000	656.80	114213	Electric
City of Shoreview	602-495	602-495-4382-000	1,392.21	114210	1st Qtr 2021
Centennial Utilities	602-495	602-495-4383-000	20.01	114206	Natural Gas-Sunrise
CenterPoint Energy	602-495	602-495-4383-000	19.68	114207	Natural Gas-6666 Black Duck Drive
CenterPoint Energy	602-495	602-495-4383-000	19.78	114207	Natural Gas-1473 Snow Goose Trail
CenterPoint Energy	602-495	602-495-4383-000	16.80	114207	Natural Gas-2200 E. Cedar Street
CenterPoint Energy	602-495	602-495-4383-000	21.15	114207	Natural Gas-2028 Cypress Street
CenterPoint Energy	602-495	602-495-4383-000	21.15	114207	Natural Gas-6300 Laurene Ave
Met Council Environmental Services	602-495	602-495-4405-000	82,374.02	114238	May Waste Water Services
Gopher State One-Call	602-495	602-495-4410-000	172.13	114222	March Tickets
SBRK Finance Holdings Inc	602-495	602-495-4410-000	362.50	114256	March UB Web Payments Trans Fee/Active Acct Fee
602-495 Total			89,850.21		
Anoka County Property Records & Taxation	801-000	801-000-2300-000	6.38	114196	2021 Property Taxes Northpointe 5th Addition Holding Pond
Press Publications Inc.	801-000	801-000-2300-000	40.96	114251	Public Hearing Butler Addition
Tony Emmerich Construction Inc.	801-000	801-000-2306-101	113.55	114264	NorthPointe 3rd Addition Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2306-102	-6,420.75	114264	NorthPointe 3rd Addition Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2306-103	11,260.29	114264	NorthPointe 3rd Addition Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2306-105	-1,845.31	114264	NorthPointe 3rd Addition Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2306-106	6,090.00	114264	NorthPointe 3rd Addition Escrow Release
Land Title Inc.	801-000	801-000-2316-101	-869.25	114233	Saddle Club 2nd Addition Escrow Release
Land Title Inc.	801-000	801-000-2316-102	9,297.70	114233	Saddle Club 2nd Addition Escrow Release
Land Title Inc.	801-000	801-000-2316-103	3,211.80	114233	Saddle Club 2nd Addition Escrow Release
Land Title Inc.	801-000	801-000-2316-106	7,500.00	114233	Saddle Club 2nd Addition Escrow Release
Michael Lee Homes	801-000	801-000-2318-000	5,400.00	114241	Escrow Release - 6469 Fox Road
Tony Emmerich Construction Inc.	801-000	801-000-2319-101	-6,603.30	114264	NorthPointe 4th Addition Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2319-102	7,970.25	114264	NorthPointe 4th Addition Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2319-103	25,899.75	114264	NorthPointe 4th Addition Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2319-106	11,492.53	114264	NorthPointe 4th Addition Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2329-101	1,361.33	114264	NorthPointe Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2329-102	-7,102.00	114264	NorthPointe Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2329-103	21,414.12	114264	NorthPointe Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2329-106	3,298.00	114264	NorthPointe Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2333-101	1,559.30	114264	NorthPointe 2nd Addition Escrow Release



**AP Checks by Account Number
4/26/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
Tony Emmerich Construction Inc.	801-000	801-000-2333-102	955.00	114264	NorthPointe 2nd Addition Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2333-103	29,625.20	114264	NorthPointe 2nd Addition Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2333-106	917.50	114264	NorthPointe 2nd Addition Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2339-101	-3,157.97	114264	NorthPointe 5th Addition Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2339-102	-2,205.18	114264	NorthPointe 5th Addition Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2339-103	23,078.00	114264	NorthPointe 5th Addition Escrow Release
Tony Emmerich Construction Inc.	801-000	801-000-2339-106	2,500.00	114264	NorthPointe 5th Addition Escrow Release
Royal Oaks Realty Inc.	801-000	801-000-2347-101	-3,857.74	114254	Saddle Club 3rd Addition Escrow Release
Royal Oaks Realty Inc.	801-000	801-000-2347-102	508.75	114254	Saddle Club 3rd Addition Escrow Release
Royal Oaks Realty Inc.	801-000	801-000-2347-103	5,362.01	114254	Saddle Club 3rd Addition Escrow Release
Royal Oaks Realty Inc.	801-000	801-000-2347-106	61,928.00	114254	Saddle Club 3rd Addition Escrow Release
Royal Oaks Realty Inc.	801-000	801-000-2376-105	822.00	114254	Saddle Club 3rd Addition Escrow Release
	801-000 Total		209,550.92		
	Grand Total		764,013.10		



Electronic Funds Transfer
MN Statute 471.38 Subd. 3

Council Meeting April 26, 2021

Transfer In/(Out)

4/9/2021 Wire from 4M (Gen Acct)	700,000.00
4/16/2021 Building Permit Surcharge	(4,821.98)

CITY COUNCIL WORK SESSION

DRAFT

**CITY OF LINO LAKES
MINUTES**

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DATE : April 5, 2021
TIME STARTED : 6:00 p.m.
TIME ENDED : 6:35 p.m.
MEMBERS PRESENT : Council Member Stoesz (by phone),
Lyden, Ruhland, Cavegn and Mayor Rafferty
MEMBERS ABSENT : None

Staff members present: City Administrator Sarah Cotton; Finance Director Hannah Lynch; Human Resources Coordinator Meg Sawyer; Director of Public Services Rick DeGardner; City Clerk Julie Bartell

1. CIP Software – Finance Director Lynch reported that she is revisiting the information provided to the council earlier on new software. This would help the City facilitate and track as well as build a robust reporting system on the capital program. She is reporting back on questions that were posed at the last council review. The suggestion of utilizing Microsoft Project or a free web-based software was investigated and it was found to be not appropriate for the City’s use. In checking with other cities, she found most utilizing Plan-It and in investigating that software, she suggests that it wouldn’t be as good a fit as Easy CIP. She noted page views in the staff report comparing the two programs. She has also provided cost comparisons. Staff is recommending that the City move forward with Easy CIP.

Mayor Rafferty remarked that the comparison view is helpful. He added that the Easy CIP product is quite new and wonders if there is any city experience with the program. Ms. Lynch noted one city that utilizes it and another that is considering it. The mayor remarked favorably on the type of information that the City could get from the program.

Councilmember Cavegn asked about the quality of technical support; Ms. Lynch remarked that she has worked with Easy CIP in the trial program and found the support to be very good.

Councilmember Ruhland asked if Easy CIP will provide information on their clients and Ms. Lynch noted that they are new, are based in California and that could be why they are less seen; Plan-It has been utilized for years by some cities and it is pretty much what was available for some time.

Administrator Cotton noted that she received information through the finance officers’ group; there is high interest among cities seeking services outside of Plan-It (which has been utilized for quite some time and is an older technology).

Councilmember Lyden said he supports staff’s recommendation because they will be the ones utilizing the program.

CITY COUNCIL WORK SESSION

DRAFT

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Public Services Director DeGardner noted that his department would be utilizing the program and they're looking forward to having one that will assist the department in their operations.

Councilmember Stoesz received additional information on how long the City would be committed to the program (subscription for one year anticipated).

The council thanked staff for providing the additional information. There was concurrence to move forward.

2. Communications Coordinator Position – Human Resources Manager Sawyer reviewed the written staff report. Creating a communications function is seen by the management team as a very high priority. The recommendation is for the addition of a full time communications positions. Funding for the position is proposed in the staff report.

Councilmember Ruhland asked about the current cost of outsourcing the newsletter; Ms. Cotton estimated the annual cost at \$4,000 to \$5,000. Councilmember Ruhland asked about the salary range for the position and staff indicated they would begin analyzing the position and formulate a recommendation that includes a salary rate if the council directs this evening. Administrator Cotton explained that Ms. Sawyer has a background in communications which will be very helpful in establishing a position. Staff would like the opportunity to work on what's appropriate, with the concept that it will be a specialist type position.

Councilmember Cavegn noted that the position has moved from part time to full time and he wonders why. Ms. Sawyer remarked that there is a lot of work to do and staff envisions full time will be necessary.

Councilmember Stoesz asked what the position would do for video and video editing; he believes that the City needs more updating in that area. Could the position also serve as video tech? Ms. Sawyer noted duties envisioned and that she sees some involvement with video. Administrator Cotton remarked that she thinks the City should continue to utilize the video services available through NorthMetro TV; the communications position is well needed will have many duties and while cross training for the video services would be appropriate, there will much to do outside of that.

Mayor Rafferty explained that he sees things moving back to normal at City Hall and there are messages that need to be communicated. He is supportive and he believes more communication will be very valuable.

Administrator Cotton suggested that staff hopes to come back as early as possible with details. She added that the timeliness of communication is so important and the ability to be proactive with City communications will be very beneficial to the City. Staff is very

CITY COUNCIL WORK SESSION

DRAFT

90 excited at the prospect of moving to get messages out quickly and creating a
91 communication plan.

92
93 The council concurred to support the staff recommendation.

94
95 **3. Council Updates on Boards/Commissions, City Council**

96
97 There were no updates.

98
99 The meeting was adjourned at 6:35 p.m.

100
101 These minutes were considered, corrected and approved at the regular Council meeting held on
102 April 26, 2021.

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104

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107 _____
Julianne Bartell, City Clerk

Rob Rafferty, Mayor

108

COUNCIL MINUTES

DRAFT

**LINO LAKES CITY COUNCIL
REGULAR MEETING
MINUTES**

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DATE : April 12, 2021
TIME STARTED : 6:30 p.m.
TIME ENDED : 7:20 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; Human Resources Manager Meg Sawyer; City Planner Katie Larsen; 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 Lyden moved to approve the Consent Agenda, Items 1A through 1F as presented. Councilmember Ruhland seconded the motion. Motion carried on a voice vote.

ITEM **ACTION**

Consideration of Expenditures:

- | | | |
|----|---|----------|
| A) | April 12, 2021 (Check No. 114087 through 114188) in the Amount \$765,531.74 | Approved |
| B) | Consider Approval of March 22, 2021 Council Work Session Minutes | Approved |
| C) | Consider Approval of March 22, 2021 Council Minutes | Approved |
| D) | Consider Approval of March 18, 2021 Special Work Session Minutes | Approved |
| E) | Consider Approval of March 30, 2021 Special Council Meeting Minutes | Approved |
| F) | Consider Approval of Easy CIP Annual License Invoice | Approved |

FINANCE DEPARTMENT REPORT

There was no report from the Finance Department.

COUNCIL MINUTES

DRAFT

41 ADMINISTRATION DEPARTMENT REPORT

42 **3A) Consider Appointment of Public Safety Investigative Assistant** – Human Resources
43 Manager Sawyer read her written report.

44 Councilmember Cavegn moved to approve the appointment of Tanya Schaaf as presented.
45 Councilmember Lyden seconded the motion. Motion carried on a voice vote.

46 PUBLIC SAFETY DEPARTMENT REPORT

47 There was no report from the Public Safety Department.

48 PUBLIC SERVICES DEPARTMENT REPORT

49 **5A) Consider Resolution No. 21-32, Awarding Contract For Hard Court Facility at Birch**
50 **Street and Centerville Road** – Public Services Director DeGardner reviewed his written report,
51 noting past council consideration, receipt of bids for the work, funding sources and the staff
52 recommendation to proceed.

53 Councilmember Stoesz asked if the contractor has experience within the City and Mr. DeGardner
54 said they are currently working on the NE Drainage project.

55 Councilmember Lyden said he will be voting “no” based on priorities, noting the importance of
56 reopening the YMCA facility.

57 Councilmember Stoesz moved to approve Resolution No. 21-32 as presented. Councilmember
58 Ruhland seconded the motion. Motion carried on a voice vote; Councilmember Lyden and Cavegn
59 voted nay.

60 **5B) Consider Resolution No. 21-29, Accepting Quote and Awarding Contract, 2021 Trail**
61 **Maintenance Project** – City Engineer Hankee reported that staff has been working to receive
62 quotes to repair trails within the City (location noted) and to bring trail compliance to the ADA. A
63 low quote has been identified and staff is prepared to contract.

64 Councilmember Cavegn asked for the length of the section to be repaired; staff said it is about 700
65 feet adding that a big part of the cost is ADA improvements.

66 Mayor Rafferty noted that this is a reinvestment in the community and he thanks the City’s Park
67 Board for their recommendation.

68 Councilmember Lyden moved to approve Resolution No. 21-29 as presented. Councilmember
69 Cavegn seconded the motion. Motion carried on a voice vote.

70 COMMUNITY DEVELOPMENT REPORT

71 **6A)) Watermark 4th Addition: i. Consider Resolution No. 21-20 Approving PUD**
72 **Final Plan/Final Plat; ii. Consider Resolution No. 21-21 Approving Development Agreement**
73 **and Planned Unit Development Agreement; iii. Consider Resolution No. 21-25 Approving**
74 **City Park Operations and Maintenance and Stormwater Re-Use Agreement; iv. Consider**
75 **Resolution No. 21-26 Approving Stormwater Re-Use Agreement** – City Planner Larsen reviewed
76 a PowerPoint presentation that included information on the following:

- 77 - Land Use Application;
- 78 - Map showing plans, 4th Addition highlighted;
- 79 - Grading Plan;

COUNCIL MINUTES

DRAFT

- 80 - Architectural Standards;
- 81 - Landscaping Plan (consistent with already approved);
- 82 - Plat Phases;
- 83 - Final Plat (includes public park);
- 84 - Watermark Way (main entrance roadway, decorative features, trail and sidewalk);
- 85 - Park Dedication;
- 86 - Public Park Master Plan;
- 87 - HOA Clubhouse (fulfills agreement as to when that must be constructed);
- 88 - Agreements presented for Council consideration;
- 89 - Final Plat is consistent with preliminary plans;
- 90 - Planning and Zoning and staff are recommending approval.

91 Councilmember Stoesz asked if there is anything in place to assist if Phase 5 doesn't proceed for
92 whatever reason. Staff noted that the clubhouse would certainly have to be a discussion. Each
93 addition is covered by an agreement and funds are secured for that addition only.

94 Councilmember Lyden said he is excited to see that the park is a central part of this development;
95 how did that occur because he'd like to see that happen again. City Planner Larsen noted that the
96 project has actually been under consideration for many years and the conversation always included
97 open space areas; the central location is intentional.

98 Councilmember Cavegn asked if there is parking included for the park. Ms. Larsen said there isn't
99 a parking lot but on street parking would be available as is utilized for many City parks.

100 Mayor Rafferty said staff noted that the park construction is under City control; how is staff working
101 toward that project. Public Services Director DeGardner noted that plans have been discussed for a
102 long time but funding and plans were outstanding prior to project approval; he anticipates the Park
103 Board looking at the matter in the next couple months, getting resident input and coming back to the
104 council with some plans for consideration.

105 Mayor Rafferty noted that there are trails included and he wonders how much of the system is
106 already constructed; Ms. Larsen indicated completed trails on a map. Mayor Rafferty asked about
107 fencing (he's seen some up already) and Ms. Larsen explained that there is not a lot of fencing
108 planned since it's not needed (other buffers are planned). Mayor Rafferty expressed that the
109 fencing should be level and not up and down; he sees the fencing in place is a quality product.

110

111 Councilmember Stoesz moved to approve Resolution No. 21-20 as presented. Councilmember
112 Ruhland seconded the motion. Motion carried on a voice vote.

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

115 Councilmember Stoesz moved to approve Resolution No. 21-25 as presented. Councilmember
116 Ruhland seconded the motion with an amendment to require a move to City irrigation/conservation
117 requirements when the pond is two feet down; Councilmember Stoesz concurred with the
118 amendment. Motion carried on a voice vote.

COUNCIL MINUTES

DRAFT

119 Councilmember Stoesz moved to approve Resolution No. 21-26 as presented. Councilmember
120 Ruhland seconded the motion with an amendment to require a move to City irrigation/conservation
121 requirements when the pond is two feet down; Councilmember Stoesz concurred with the
122 amendment. Motion carried on a voice vote.

123 **6B) Consider Resolution No. 21-30 Approving Consent to Environmental Covenant and**
124 **Easement, Lino Lakes Mini Storage** – City Engineer Hankee reviewed the written staff report
125 outlining a buried debris situation at the Lino Lakes Mini Storage site. A response plan through the
126 Minnesota Pollution Control Agency to that situation is in place and the City is requested to sign off.
127 Staff is in support of the request.

128 Councilmember Stoesz asked if there will be more land available for taxation; Ms. Hankee said
129 probably not.

130 Councilmember Stoesz moved to approve Resolution No. 21-30 as presented. Councilmember
131 Ruhland seconded the motion. Motion carried on a voice vote.

132 **C) Drainage and Utility Easement Vacation: i. Consider 2nd Reading of Ordinance No. 02-**
133 **21, Vacating Drainage and Utility Easement Lot 1, Block 4, Mar Don Acres** - City Engineer
134 Hankee noted the property owner present and his request to vacate a portion of the roadway and
135 drainage easement. Staff has reviewed the request and worked with the applicant is recommending
136 approval.

137 Councilmember Cavegn moved to waive the full reading of Ordinance No. 02-21 as presented.
138 Councilmember Lyden seconded the motion. Motion carried on a voice vote.

139 Councilmember Cavegn moved to approve the 2nd Reading and Passage of Ordinance No. 02-21 as
140 presented. Councilmember Lyden seconded the motion. Motion carried; Yeas, 5; Nays none.

141
142 **ii. Consider Resolution No. 21-31, Approving Summary Publication of Ordinance No. 02-**
143 **21.**

144 Councilmember Cavegn moved to approve Resolution No. 21-31 as presented. Councilmember
145 Lyden seconded the motion. Motion carried on a voice vote.

UNFINISHED BUSINESS

147 Mayor Rafferty asked for an update Councilmember Stoesz's work on a Blue Heron Days parade.
148 Councilmember Stoesz said he plans to submit an application for staff review and is doing research
149 on running a parade. He is in waiting on the Governor's orders.

150

NEW BUSINESS

152 There was no New Business.

153

COMMUNITY EVENTS

155 Mayor Rafferty noted that the American Legion is planning a Booyah Party on April 24, 2021
156 starting at 11:00 a.m.

157

COUNCIL MINUTES

DRAFT

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COMMUNITY CALENDAR

<i>Community Calendar – A Look Ahead</i>		
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

ADJOURN

There being no further business, Councilmember Ruhland moved to adjourn at 7:20 p.m.
Councilmember Stoesz seconded the motion. Motion carried on a voice vote.

These minutes were considered and approved at the regular Council Meeting on April 26, 2021.

Julianne Bartell, City Clerk

Rob Rafferty, Mayor

CITY COUNCIL WORK SESSION

DRAFT

**CITY OF LINO LAKES
MINUTES**

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DATE : April 12, 2021
TIME STARTED : 6:00 p.m.
TIME ENDED : 6:30 p.m.
MEMBERS PRESENT : Council Member Stoesz, Lyden, Ruhland,
Cavegn and Mayor Rafferty
MEMBERS ABSENT : None

Staff members present: City Administrator Sarah Cotton; Human Resources Coordinator Meg Sawyer; Director of Public Safety John Swenson; Community Development Director Michael Grochala; Public Services Director Rick DeGardner; City Planner Katie Larsen; City Engineer Diane Hankee; City Clerk Julie Bartell

1. Review Regular Agenda of April 12, 2021

Item 3A – Appointment of Public Safety Investigative Assistant – Mayor Rafferty asked what salary level is being recommended. Human Resources Manager Sawyer said the individual would begin employment at “start salary”, the first step.

Item 5A – Hard Court Facility Contract – When Councilmember Stoesz asked about when a name for the facility will be chosen, Mr. DeGardner explained that staff recommends that occur after the project is approved.

Item 5B – Trail Maintenance Project Quotes and Contract - Councilmember Ruhland asked about elements of the project and City Engineer Hankee reviewed the location of planned maintenance adding that there are some ADA requirements included. Ms. Hankee reviewed the process that will be used to reclaim the trails. Councilmember Lyden suggested that staff check into the prospect of owning the necessary equipment (mill and overlay).

Item 6A – Watermark 4th Addition Councilmember Ruhland asked about the depth of the irrigation ponds; he has done the math and has concern about the water levels. City Engineer Hankee explained what staff has also looked at possible water levels and that includes information indicating that irrigation could be limited in a drought; also the lake irrigation is limited and would not serve the entire development. Councilmember Ruhland asked about the lake and monitoring water levels and staff explained that they are trying to balance irrigation use with the expectations of the residents as well (they expect to have a lake adjacent to their home). Councilmember Ruhland asked when will those residents served be moved to City water (at what water level)? Ms. Hankee explained further what areas would be served; staff could consider adding language setting the switch to City water at a certain point. Staff pointed out that smart irrigation controls will be utilized.

CITY COUNCIL WORK SESSION

DRAFT

45 Councilmember Stoesz asked about City liability if someone/something were to consume
46 the chemically treated water. Ms. Hankee explained that signage will be required
47 informing people as necessary.

48
49 Councilmember Lyden asked about park dedication for Outlot C; where does that lay?
50 City Planner Larsen said she will show that on her presentation.

51
52 **Not on Printed Agenda** – Administrator Cotton provided an update on the vaccination
53 clinic (at the former YMCA). Mayor Rafferty asked if it is appropriate for the employees
54 to be parking on unpaved grass. Community Development Director Grochala suggested
55 that it is the best way to keep parking clear for the number of patients that are anticipated.
56 Public Services Director DeGardner noted that the clinic has not been up to full capacity
57 as yet but the City is watching and planning as necessary and that impacts parking.
58 Administrator Cotton said staff will be requesting additional signage so people don't
59 come inadvertently to City Hall when they want to get a vaccine.

60
61 The meeting was adjourned at 6:30 p.m.

62
63 These minutes were considered, corrected and approved at the regular Council meeting held on
64 April 26, 2021.

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Julianne Bartell, City Clerk

Rob Rafferty, Mayor

**CITY COUNCIL
AGENDA ITEM 1E**

STAFF ORIGINATOR: Lisa Hogstad-Osterhues, Deputy Clerk

MEETING DATE: April 26, 2021

TOPIC: Resolution No. 21-36, Approving a Peddler License for Custom Remodelers, Inc.

VOTE REQUIRED: 3/5

BACKGROUND

Custom Remodelers, Inc., 474 Apollo Drive, Lino Lakes, Minnesota have submitted a peddler's license application to the City Clerk's office.

The company representatives who would be working in Lino Lakes are Tyler Janckila, Hunter Konkler, Christopher Kearns, Juan Flores and Ryan Sandford.

The company representative plan to travel through the Lino Lakes' neighborhoods going door to door offering free estimates for exterior remodeling, doors, siding, roofing and windows.

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

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

RECOMMENDATION

Approve Resolution No. 21-36, approving the issuance of a Peddler License for a six month period.

**CITY OF LINO LAKES
COUNTY OF ANOKA**

RESOLUTION NO. 21-36

APPROVING A PEDDLER LICENSE FOR CUSTOM REMODELERS, INC.

WHEREAS, Custom Remodelers, Inc. has submitted a peddlers license application to the city clerk's office; and

WHEREAS, Custom Remodelers, Inc. has complied with all of the provisions of Chapter 613 of the Lino Lakes City Code for obtaining the necessary license for a for-profit business; and

WHEREAS, Custom Remodelers, Inc. has filed a Preparedness Plan with the City Clerk's office.

WHEREAS, a background check on the company representatives Tyler Janckila, Hunter Konkler, Christopher Kearns, Juan Flores and Ryan Sandford has been completed by the Public Safety Department and found no reason to deny;

NOW, THEREFORE, BE IT RESOLVED that the Lino Lakes City Council hereby approves the request of Custom Remodelers, Inc. to sell services door to door for a period of six-months.

Adopted by the Council of the City of Lino Lakes this 26th 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

**CITY COUNCIL
AGENDA ITEM 4A**

STAFF ORIGINATOR: John Swenson, Public Safety Director

MEETING DATE: April 26, 2021

TOPIC: Donation of Seized Property

VOTE REQUIRED: 3/5

INTRODUCTION

The City of Lino Lakes Ordinance 213.07 authorizes the Public Safety Department to dispose of unclaimed property in a manner authorized by a majority vote of the City Council.

BACKGROUND

As part of the continued management of police division property and evidence room, staff identified the below listed bicycles for disposal:

	Case #	Description	Make	Model	Serial/VIN
1	21000578	252-1 PUPLE SCHWINN BIKE	SCHWINN	DELITE	SNFSD14L37317
2	21000578	252-2 BLUE SCHWINN BIKE	SCHWINN	DELITE	SNFSD06K29967
3	20290528	129-1BLUE MONGOOSE BIKE	MONGOOSE		M7HI23961
4	20290528	129-2 RED MURRAY EXPLORER BIKE	MURRAY	EXPLORER	3-9970X8051493
5	20270210	252-1 PURPLE BIKE	NEXT	POWERCLIMBER	68284740
6	20253318	252-1 PURPLE AND SILVER BIKE	NEXT	SHIMANO	LWKE039316
7	20103914	108-3 BLACK/WHITE BMX STYLE BIKE	Unknow (Spray painted)	Unknown	G1104079550
8	20237547	251-1 RED WIPEOUT 20" BIKE	WIPEOUT		8111-69DWA
9	18277449	Black OZONE Vertical bicycle	OZONE		01TD7026672

All related court and investigative matters have been completed. Staff has complied with all statutory obligations to notify all concerned parties and received no communications related to any of these cases or the related property.

To eliminate the expense of destroying any of the bicycles, staff is requesting they be donated to the non-profit organization Bikes for Kids based in Ham Lake, MN. This non-profit organization refurbishes donated bicycles and provides them to kids in need in Anoka County and throughout the world. Click [here](#) to visit their website.

RECOMMENDATION

Authorize the Public Safety Department to donate the listed bicycles to the non-profit Bikes for Kids.

ATTACHMENTS

None

**CITY COUNCIL
AGENDA ITEM 4B**

STAFF ORIGINATOR: John Swenson, Public Safety Director

MEETING DATE: April 26, 2020

TOPIC: Acceptance of Donated Gift Cards

VOTE REQUIRED: 3/5

INTRODUCTION

The Lino Lakes Public Safety Department is requesting council approval to accept gift cards as a donation from Lino Lakes' community members.

BACKGROUND

Over the last several months there was been many community members that have dropped off gift cards and food in appreciation of our police and fire staff. The gifts cards have a monetary value of more than \$5.00 and cannot be given to staff members directly.

If Council accepts the donation of these gift cards, staff will use the cards to provide public safety staff with food and refreshments at department meetings, department trainings, and shift or station meetings.

Here is list of gift cards donated to date:

1	12/26/2020	El Zocalo	20.00	20.00
1	12/25/2020	Starbucks	25.00	25.00
10	12/28/2020	Starbucks	5.00	50.00
1	1/19/2021	Scheels	20.00	20.00
1	2/12/2021	Dairy Queen Card	25.00	25.00
1	3/9/2021	Caribou	5.00	5.00
1	4/12/2021	Starbucks	10.00	10.00
15	4/19/2021	Carbone's (Police Division)	25.00	375.00
15	4/19/2021	Carbone's (Fire Division)	25.00	375.00
5	4/21/2021	Subway	15.00	75.00
5	4/21/2021	Fiesta Cancun	15.00	75.00
5	4/21/2021	Dunkin Donuts	15.00	75.00
5	4/21/2021	Caribou	15.00	75.00
5	4/21/2021	McDonalds	15.00	75.00
5	4/21/2021	Dairy Queen	15.00	75.00

The total value of the gifts cards is \$1355.00.

RECOMMENDATION

Staff recommends approval of the gifts cards as presented.

ATTACHMENTS

None

**CITY COUNCIL
AGENDA ITEM 6A**

STAFF ORIGINATOR: Diane Hankee, PE City Engineer

C. C. MEETING DATE: April 26, 2021

TOPIC: Consider Resolution 21-33, Order Project, Approve the Plans and Specifications and Authorize the Ad for Bid, 2021 Street Maintenance Project

VOTE REQUIRED: 3/5

INTRODUCTION

Staff is requesting Council approval to authorize the ad for bid for the 2021 Street Maintenance Project.

BACKGROUND

On March 22, 2021, the City Council approved the preparation of the plans and specifications for the 2021 Street Maintenance Project. The Street Maintenance Project includes crack filling and applying a maltene-based asphalt rejuvenator. The City is using rejuvenators on new roadways. Crack filling will be used on the rejuvenator roadways as well as roadways identified by city staff. The proposed maintenance project is as follows:

Maltene-Based Asphalt Rejuvenator:

Robinson Drive (from Sunset Avenue to approximately 115 Robinson Drive), Enid Trail, Pheasant Run S (from Od Birch Street to Birch Park entrance), Saddle Club Court, Fox Road (from Pheasant Run S to approximately 910 Fox Road), Black Berry Court, Killdeer Court (from Aspen Lane to the cul-de-sac), Red Oak Lane (from 20th Ave to Cypress Street), Cottonwood Avenue, Butternut Street, Dogwood Street, Cypress Street, Rosewood Lane, Chestnut Street, 21st Avenue (from Chestnut Street to Cedar Street and from Commerce Drive to the cul-de-sac), 12th Avenue, Holly Drive (from County Road J to Cripple Creek Pass), Holly Court, Partridge Court, Woodchuck Circle, Woodchuck Court, Foxtail Drive, Foxtail Court, Sargent Court, Ash Street, and Bald Eagle Boulevard (from Ash Street to the eastern city limits).

The estimated total project cost including contingency and overhead is \$244,300. The project is funded through the Pavement Management Funds. Ash Street is shared road with Ramsey County and they have agreed to pay half the cost of roadway maintenance. 21st Avenue is shared roadway with Centerville. During the development of the Clearwater Creek Business Park, where this section of 21st Avenue was constructed, street maintenance funds for this initial treatment were collected through the development agreement.

The estimated schedule for the project:

Order Improvement, Authorize Plans and Specifications	March 22, 2021
Approve Plans and Specifications, Authorize Ad for Bids	April 26, 2021
City Opens Bids	May 27, 2021
City Council Awards Contract	June 14, 2021
Construction Begins	June, 2021
Final Completion	September, 2021

RECOMMENDATION

Staff is recommending approval of Resolution No. 21-33, Order Project, Approve the Plans and Specifications and Authorize the Ad for Bid for the 2021 Street Maintenance Project.

ATTACHMENTS

1. Resolution No. 21-33
2. Construction Plan

**CITY OF LINO LAKES
RESOLUTION NO. 21-33**

**RESOLUTION ORDER PROJECT, APPROVE PLANS AND SPECIFICATIONS, AND
AUTHORIZE ADVERTISEMENT FOR BIDS FOR 2021 STREET MAINANENCE
PROJECT**

WHEREAS, the City Engineer has prepared plans and specifications for the 2021 Street Maintenance Project. Project plans and specifications have been presented to the City Council for approval;

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

Orders the 2021 Street Maintenance Project and approves the plans and specifications, a copy of which is on file at City Hall. The City Engineer is directed to advertise for bids, and provide bidding administration.

The City Clerk shall prepare and cause to be inserted in the official paper and in Finance and Commerce an advertisement for bids for the making of such improvement under such approved plans and specifications. The advertisement shall be published for two weeks, shall specify the work to be done, shall state that bids will be received by the Clerk, at which time they will be publicly opened at the City Hall by the City Clerk and Engineer, will then be tabulated, and will be considered by the Council at 6:30 p.m. on June 14th, 2021, in the Council chambers of the City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the Clerk for five (5) percent of the amount of such bid.

Adopted by the Council of the City of Lino Lakes this 26th day of April 2021.

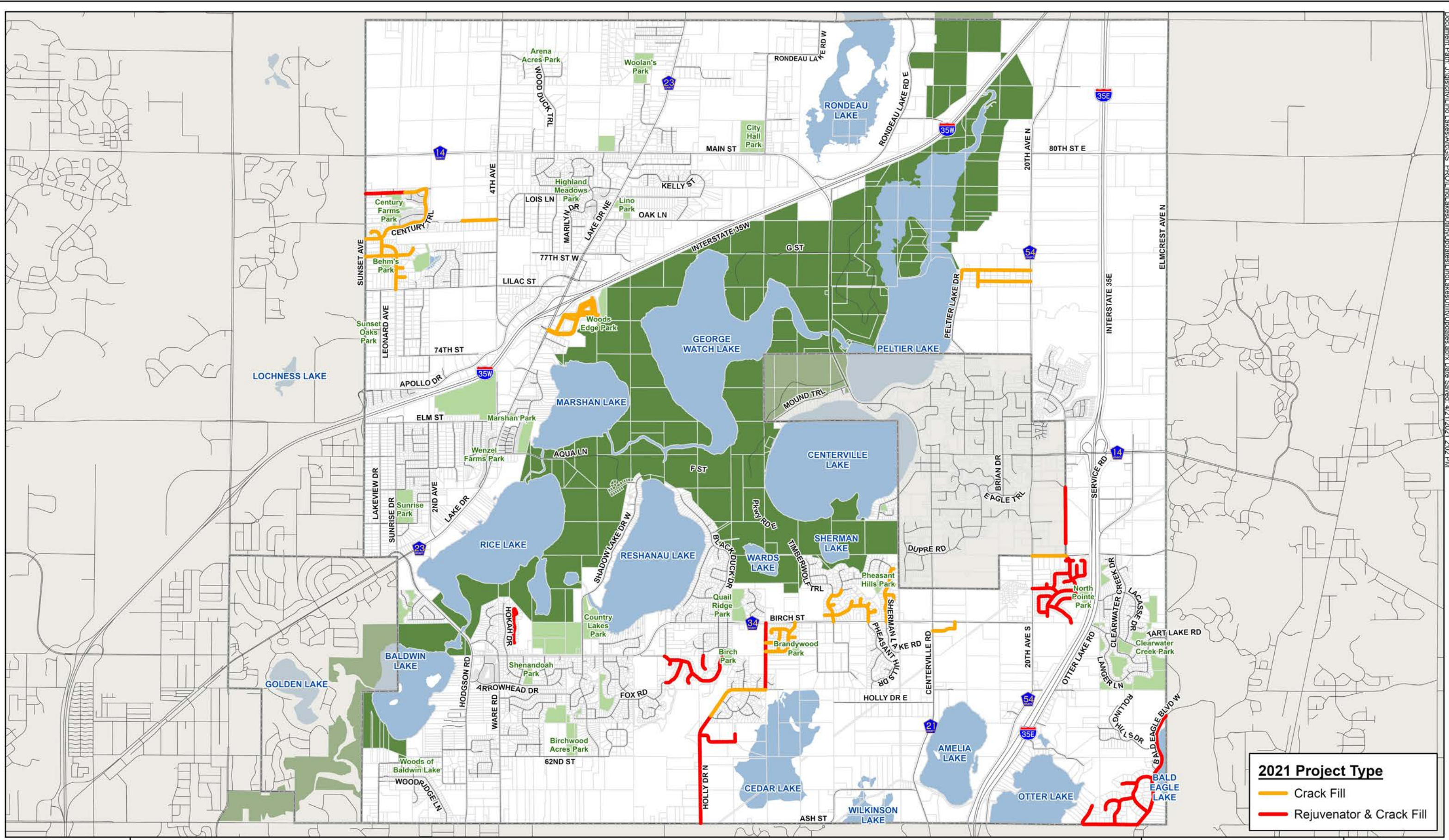
The motion for the adoption of the foregoing resolution was introduced by Council Member _____ and was duly seconded by Council Member _____ and upon vote being taken thereon, the following voted in favor thereof:

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

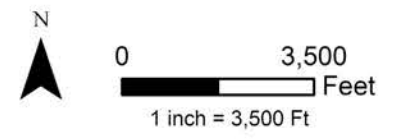


2021 Project Type

- Crack Fill
- Rejuvenator & Crack Fill



Project Location Map
 2021 Street Maintenance Project
 Lino Lakes, MN



CITY COUNCIL
AGENDA ITEM 6B

STAFF ORIGINATOR: Diane Hankee PE, City Engineer

MEETING DATE: April 26, 2021

TOPIC: Consider Resolution 21-34, Approving Master Partnership Contract with MnDOT, 2021 Street Improvement Project

VOTE REQUIRED: 3/5

INTRODUCTION

Staff is requesting council's consideration to approve the Master Partnership Contract with MnDOT for the 2021 Street Improvement Project.

BACKGROUND

On February 8, 2021, the City Council accepted the bid for the 2021 Street Improvement Projects and awarded the construction contract to T.A. Schifsky and Sons, Inc.

A portion of the 2021 Street Improvement Project along 4th Avenue is a State Aid route and requires MnDOT certified plant inspections for the bituminous and concrete materials. MnDOT requires a city to have a Master Partnership Contract in place. There is no cost to the city to enter the agreement. The city has entered into the agreement with MnDOT on past State Aid projects. Using MnDOT for plant inspection services is more cost effective than having a private company inspect the facilities.

The State Aid work is scheduled to start in July. The completion date for this project is October 29, 2021.

RECOMMENDATION

Staff recommends adoption of Resolution No. 21-34, approving the Master Partnership Contract with MnDOT for the 2021 Street Improvement Projects.

ATTACHMENTS

1. Resolutions 21-34
2. Master Partnership Contract

**CITY OF LINO LAKES
RESOLUTION NO. 21-34**

**APPROVING THE MASTER PARTNERSHIP CONTRACT
2021 STREET IMPROVEMENT PROJECTS**

WHEREAS, The Minnesota Department of Transportation wishes to cooperate with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS: the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

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

1. That the City of Lino Lakes enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Council.
2. That the proper City officers are authorized to execute such contract, and any amendments thereto.
3. That the Community Development Director is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the Community Development Director may execute such work order contracts on behalf of the City of Lino Lakes without further approval by this Council.

Adopted by the Council of the City of Lino Lakes this 26th 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

**STATE OF MINNESOTA
AND
CITY OF LINO LAKES
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the City of Lino Lakes, acting through its City Council in this contract referred to as the “Local Government.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Partnership Contract

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
 - 1.2. A party must not accept work under this Contract until it is fully executed.
 - 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Local Government understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced.

The Local Government will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Local Government to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
- 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
 - 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed \$500,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
 - 7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
 - 7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE “MNDOT CONTRACT NUMBER” SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE “INVOICE NUMBER” ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number ##### and Invoice Number #####
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7.4.3. ***Payment by the State.***

7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.

14.2. Intellectual Property Rights

- 14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes,

studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

14.2.2.1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.3. ***Minn. R. Parts 5000.3400-5000.3600.***

- 15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:
- 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be

subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59. The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State.

Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

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LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)
Title: Assistant Commissioner or
Assistant Division Director
Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____
Date: _____

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
0600	General Training Attended	All costs (time, registration, materials, travel expenses, etc.) for attending or participating informal or informal training, including conferences that primarily provide training.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT.
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
1738	State Project - Specific Materials Inspection	Performing material inspection for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and for SP specific tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1800	Field Inspection	Occasional construction project field inspection (not cyclical inspection of assets); Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests and collecting and transporting samples for lab tests, but not the actual laboratory verifications.
1870	Traffic Signal Maintenance	This work will not substitute for or alter existing cooperative construction agreements or traffic signal maintenance agreements. Work related to the occasional repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2822	Miscellaneous Bridge Maintenance	This source code does not include replacement or major repair. Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes minor repairs and simple fixes on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.

If a source code is not on this list, a work order is needed.

**CITY COUNCIL
AGENDA ITEM 6C**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: April 26, 2021

TOPIC: Consider Resolution No. 21-35 Approving Amendment #1 to Century Farm North 7th Addition Planned Unit Development Agreement

VOTE REQUIRED: 3/5

INTRODUCTION

Century Farm North is a residential Planned Unit Development (PUD) in northwest Lino Lakes and was approved in 2003. It includes a mix of housing styles including single family lots, single family airpark lots with hangars and attached townhomes totaling 249 housing units.

BACKGROUND

On May 14, 2018 with Resolution No. 17-97, Council approved an amendment to the PUD Development Stage Plan/Preliminary Plat for Outlot C, Century Farm North 6th. This outlot was originally approved for 12 townhomes (2 buildings with 6 units each) in 2003. Due to a weakened townhome market, the developer Mr. Gary Uhde, requested to re-plat the outlot from 12 townhome units to 4 single family lots.

The original 2003 PUD plan also included sidewalk near the 12 townhomes. The amendment to re-plat to four (4) single family lots included 230 lf of sidewalk between the homes and the existing townhomes along Gotland Lane. At the May 14, 2018 Council meeting, Mr. Uhde stated the HOA did not want the sidewalk so Council motioned to eliminate the sidewalk and collect \$10,000 in park dedication fees from Mr. Uhde for use in development of pedestrian and bicycle facilities within the Century Farm North development. After execution of the Development Agreement, the HOA stated they did in fact want the sidewalk. Mr. Uhde has agreed to install the sidewalk and associated landscaping on the condition he is reimbursed the \$10,000 he paid. A Temporary Construction Easement has been signed by the HOA and Mr. Uhde. The HOA will own and maintain the sidewalk after construction.

This Amendment #1 amends Section 16 of the Century Farm North 7th Addition Planned Unit Development Agreement approved by Council on May 14, 2018 via Resolution No. 17-99 to allow for the construction of the sidewalk and reimburse Mr. Uhde \$10,000.

RECOMMENDATION

Staff recommends approval of Amendment #1 to Century Farm North 7th Addition Planned Unit Development Agreement to allow for the construction of the sidewalk, landscaping and related appurtenances in accordance with the Civil Plan Set-Century Farm North

PUD/Preliminary Plat Amendment 7th Addition prepared by Plowe Engineering, Inc dated January 15, 2021 and reimburse Mr. Uhde \$10,000 in park dedication fees.

ATTACHMENTS

1. Sheet L1, Landscape Plan with Sidewalk Location
2. Resolution No. 21-35
3. Amendment #1 to Century Farm North 7th Addition Planned Unit Development Agreement

CENTURY FARM NORTH PUD/PRELIMINARY PLAT AMENDMENT 7TH ADDITION

LANDSCAPE PLAN
LINO LAKES, MN

DRAWN BY: A.G. DESIGN BY: A.G.
CHCKD BY: C.W.P. PROJ. NO. 14-1460
ORIGINAL DATE: AUGUST 18, 2017

BOULEVARD TREES	
BOULEVARD TREES REQUIRED: 1 TREE PER LOT 2 TREES PER CORNER LOT	
# OF LOTS	= 4
# OR CORNER LOTS	= 0
TOTAL BOULEVARD TREES REQUIRED	= 4
SYMBOL	COMMON NAME BOTANICAL NAME
☀	SWAMP WHITE OAK Quercus bicolor
	AUTUMN GOLD GINKGO Ginkgo biloba 'Autumn Gold' (male only)
☀	SILVER MAPLE Acer saccharinum
	NORTHWOOD MAPLE Acer rubrum 'Northwood'
☀	HACKBERRY Celtis occidentalis
	BUR OAK Quercus macrocarpa
☀	NORTHERN RED OAK Quercus rubra
	AMERICAN LINDEN Tilia Americana
☀	RIVER BIRCH Betula Nigra
	RED SUNSET MAPLE Acer rubrum 'Franksred'
4 PROPOSED BOULEVARD TREES SHOWN	

OPEN AREA LANDSCAPE CALCULATIONS			
OPEN SPACE REQUIREMENTS: LARGE TREES - 1 PER/2000 SF LARGE SHRUBS - 3 PER/2000 SF			
	SQUARE FOOTAGE	LARGE TREES REQUIRED	LARGE SHRUBS REQUIRED
OUTLOT A	2300	1.15 (2)	3.45 (4)

OPEN AREA - TREES	
SYMBOL	COMMON NAME BOTANICAL NAME
☀	OAK, SWAMP WHITE Quercus bicolor
	OAK, BUR Quercus macrocarpa
☀	OAK, BICOLOR Quercus bicolor
	OAK, BLACK Quercus velutina
☀	OAK, NORTHERN RED Quercus rubra
	RED MAPLE Acer rubrum
QUANTITY	SEE NOTES
SIZE	2" CAL.
ROOT TYPE	B&B
1 PROPOSED OPEN AREA TREE SHOWN	

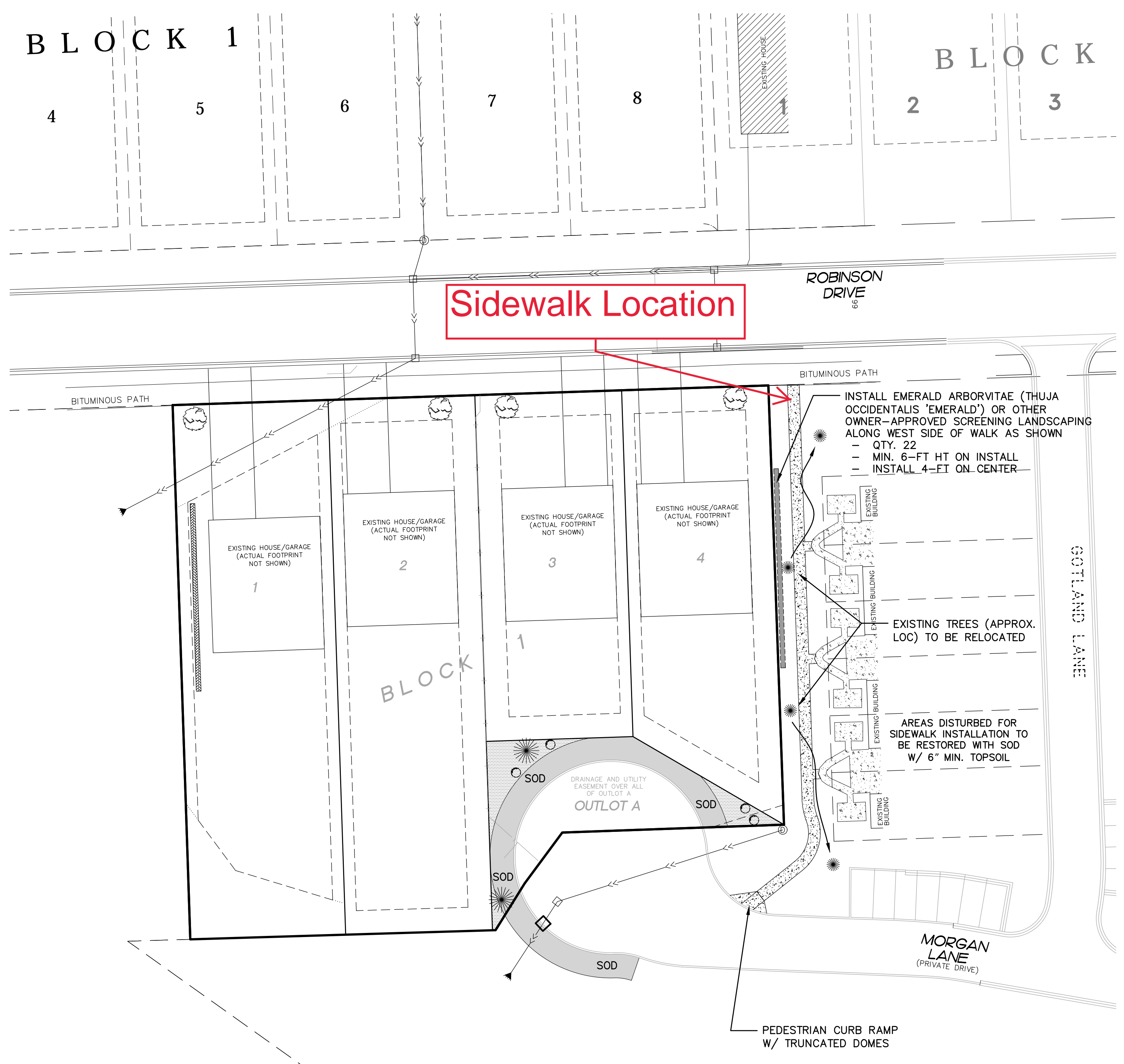
OPEN AREA - SHRUBS		
SYMBOL	QUANTITY	ROOT TYPE
○	SEE NOTES	POT
SIZE	3 GAL.	
○	NANNYBERRY VIBURNUM Viburnum lentago	
	CARDINAL DOGWOOD Cornus sericea 'Cardinal'	
	BLACK CHOKECHERRY Aronia melanocarpa elata	
	3 PROPOSED OPEN AREA SHRUB SHOWN	

- NOTES:
- EXAMPLE SPECIES SHOWN - SPECIES TO BE VERIFIED WITH CITY ENVIRONMENTAL COORDINATOR.
 - VERIFY TREE LOCATIONS WITHIN BOULEVARD WITH CITY'S ENVIRONMENTAL COORDINATOR PRIOR TO ANY INSTALLATIONS
 - NO MORE THAN 15% OF BOULEVARD TREES CAN BE OF ONE SPECIES

- NOTES:
- EXAMPLE SPECIES SHOWN - VERIFY SPECIES REQUIREMENTS WITH CITY'S ENVIRONMENTAL COORDINATOR PRIOR TO ANY INSTALLATIONS (FIRE TOLERANT SPECIES REQUIRED)
 - VERIFY TREE AND SHRUB LOCATIONS WITHIN OPEN AREAS WITH CITY'S ENVIRONMENTAL COORDINATOR PRIOR TO ANY INSTALLATIONS
 - NO MORE THAN 15% OF OPEN AREA TREES OR SHRUBS CAN BE OF ONE SPECIES

LEGEND	
☀	DENOTES APPROX. LOCATION OF PROPOSED BOULEVARD TREE
☀	DENOTES APPROX. LOCATION OF PROPOSED OPEN SPACE TREE
○	DENOTES APPROX. LOCATION OF PROPOSED LARGE SHRUB
■	DENOTES OPEN AREA LANDSCAPE
■	DENOTES MNDOT 35-641 SEED MIX

- NOTES:
- TREES ARE TO BE 2" AT 4' BH WITH 1 YEAR GUARANTEE
 - TREES ARE TO BE IN ACCORDANCE WITH CITY'S TREE ORDINANCE
 - ALL NATIVE SEED MIXES TO BE INSTALLED BY CITY APPROVED CONTRACTOR - VERIFY WITH CITY'S ENVIRONMENTAL COORDINATOR PRIOR TO INSTALLATIONS
 - EXISTING SIGNIFICANT TREE REMOVALS = 0



DATE	REVISION DESCRIPTION
1-24-18	CITY REVIEW COMMENTS
4-24-18	FINAL PLANS
6-19-18	CDS RED. TO 40' MISC. CITY COMMENTS
6-3-20	SIDEWALK ADDED
9-29-20	LANDSCAPE DETAIL

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

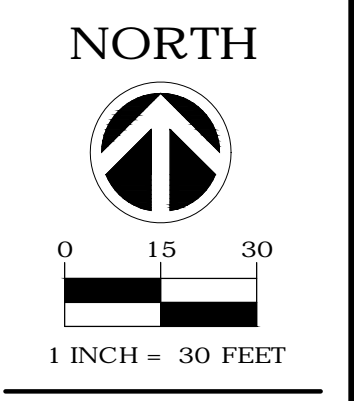
Adam Winkel
ADAM WINKEL
LIC. NO. 43966
DATE: 01.15.2021

CENTURY FARM NORTH - PUD / PRELIMINARY PLAT AMENDMENT - 7TH ADDITION
LINO LAKES, MINNESOTA
LANDSCAPE PLAN

PREPARED FOR:
CENTURY FARM NORTH DEVELOPMENT, INC.

SITE PLANNING & ENGINEERING

PLOWE
ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701



L1

**CITY OF LINO LAKES
RESOLUTION NO. 21-35**

**RESOLUTION APPROVING AMENDMENT #1 TO
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR CENTURY FARM NORTH 7TH ADDITION**

WHEREAS, the City Council approved the Planned Unit Development Agreement (“Agreement”) for Century Farm North 7th Addition with Resolution No. 17-99 on May 14, 2018; and

WHEREAS, Section 16a of the Agreement states sidewalks are no long required and Park Dedication fees are \$10,000; and

WHEREAS, the Century Farm North Robinson Addition Association did in fact want the sidewalk installed; and

WHEREAS, the developer, Gary Uhde of Century Farm North Development, Inc. agreed to install the sidewalk, landscaping and related appurtenances in accordance with the Civil Plan Set-Century Farm North PUD/Preliminary Plat Amendment 7th Addition prepared by Plowe Engineering, Inc dated January 15, 2021 on the condition he is reimbursed the \$10,000.

NOW, THEREFORE BE IT RESOLVED by The City Council of The City of Lino Lakes hereby approves Amendment #1 to Planned Unit Development Agreement for Century Farm North 7th Addition between Century Farm North Development, Inc. and the City of Lino Lakes and authorizes the Mayor and City Clerk to execute such agreement on behalf of the City.

Adopted by the Council of the City of Lino Lakes this 26th 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

**AMENDMENT #1 TO
PLANNED UNIT DEVELOPMENT AGREEMENT FOR
CENTURY FARM NORTH 7TH ADDITION**

THIS AMENDMENT is entered into on _____ day of _____, 2021, by the City of Lino Lakes (“City”), and Century Farm North Development, Inc., a Minnesota corporation (“Developer”), Parties to the Planned Unit Development Agreement Century Farm North 7th Addition executed on June 7, 2018 which is attached as Exhibit A.

WHEREAS, the Planned Unit Development Agreement for Century Farm North 7th Addition (“Agreement”) approved on May 14, 2018 with Resolution No. 17-99 and recorded on June 7, 2018 as Document No. 2201113.001 is hereby amended as follows (deletions are ~~strike-through~~; additions are underlined):

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

- a. Park Dedication – Fee of \$10,000.
 - i. The original PUD Development Stage Plan/Preliminary Plat required sidewalks along the west and east lot lines of the subject outlot. These sidewalks are no longer required. The park dedication fee is equal to the cost of sidewalk that is being removed and will be used to construct pedestrian/bicycle facilities within the development.
 - ii. After the June 7, 2018 execution of the Agreement, the Century Farm North Robinson Addition Association stated they did want the east sidewalk installed. The developer shall install the sidewalk, landscaping and related appurtenances in accordance with the Century Farm North PUD/Preliminary Plat Amendment 7th Addition plan set containing 8 sheets prepared by Plowe Engineering, Inc. dated January 15, 2021.
 - iii. The Developer shall be reimbursed the \$10,000 park dedication fee after completion, inspection and City approval of the project.
 - iv. The Century Farm North Robinson Addition Association shall be responsible for maintenance of the sidewalk and landscaping.

NOW, THEREFORE, BE IT RESOLVED the Planned Unit Development Agreement for Century Farm North 7th Addition is hereby amended to require the sidewalk installation and park dedication fees reimbursement to Developer in the amount of \$10,000.00.

DEVELOPER

CITY OF LINO LAKES

By _____
Century Farm North Development, Inc.

By _____
Rob Rafferty, Mayor

Its President

ATTEST

By _____
Julianne Bartell, 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

EXHIBIT A

**Planned Unit Development Agreement
Century Farm North 7th Addition**



PLANNED UNIT DEVELOPMENT AGREEMENT

Century Farm North 7th Addition

THIS AGREEMENT is made this 7 day of June, 2018, by and between the City of Lino Lakes, a Minnesota municipal corporation, and Century Farm North Development, Inc. a Minnesota corporation "Developer".

1. **Subdivision.** Developer received preliminary plat approval from the City by Resolution No. 03-60 for a plat known as Century Farm North "Subdivision". The preliminary plat was amended by Ordinance No. 06-14, Ordinance No. 07-11, Resolution No. 14-43, Resolution No. 16-135 and Resolution No. 17-97. Unless otherwise stated, all terms and conditions of this Agreement relate to work within the Subdivision.
2. **Final Plat Approval.** The City's approval of the final plat of Century Farm North 7th Addition, as legally described on Exhibit A attached hereto, is contingent upon execution and delivery of this agreement and all required petitions, bonds, security, and documents, and satisfaction of all conditions of approval required by Resolution No. 17-97 and Resolution No. 17-98. The Final Plat is attached hereto as Exhibit B.
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.
4. **Developer Plans.**
 - a. The Subdivision shall be developed in accordance with the following Developer Plans, original copies of which are on file with the City Engineer. The Developer Plans may be prepared and revised after entering into this Agreement but must be approved by the City before commencement of any work. If the plans vary from the written terms of this Agreement, this Agreement shall control.
 - b. The Developer Plans as of the date of this Agreement are:
 - i. Century Farm North 7th Addition plan set containing 10 sheets, prepared by Plowe Engineering, Inc., dated April 24, 2018.
 - ii. Century Farm North 7th Addition Final Plat, prepared by E.G. Rud & Sons, Inc., dated April 20, 2018.
5. **Permits.** The Developer shall be responsible for securing all site grading and development approvals and permits from all appropriate Federal, State, Regional and

2201113.001

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 these improvements, hereinafter referred to as the "Developer Improvements," which contractor shall be approved by the City in its absolute discretion. The cost of Developer Improvements is as shown on Exhibit C 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 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.
 - 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 right-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.
- d. Sidewalks, paths and street lighting as required by the City.
- 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 and block corners and at all other angle points on boundary lines. 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.
- j. The Developer shall arrange for all gas, telephone, cable TV and electric utility services to the Subdivision in accordance with City Code and State law. The Developer is solely responsible for the cost of utility installation.

7. **Time of Performance.** The Developer shall install all required improvements enumerated in Paragraph 6 by November 30, 2018. The Developer may request a reasonable extension of time from the City. If the extension is granted, it shall be

conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

8. **City Improvements.** No City improvements are proposed to be constructed for this subdivision.
9. **Record Drawings.**
 - a. Upon project completion, Developer shall submit record drawings, in electronic format, of all public and private infrastructure improvements, including grading, sanitary sewer, watermain, storm sewer facilities, and roads, constructed by Developer. The files shall be drawn in Anoka County NAD 83 Coordinate system and provided in both AutoCAD .dwg and Adobe .pdf file formats. The plans shall include accurate locations, dimensions, elevations, grades, slopes and all other pertinent information concerning the complete work. The Developer shall also submit certified compaction testing results for the site grading operations.
 - b. 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.
 - c. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.
10. **Faithful Performance of Construction Contracts and Security.**
 - a. The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer for the installation and construction of all Developer Improvements. Concurrent with the execution hereof by the Developer, the Developer will furnish to, and at all times thereafter maintain with the City, a cash deposit, certified check, or Irrevocable Letter of Credit, based on one hundred fifty (150%) percent of the total estimated cost of Developer's Improvements.
 - b. Irrevocable Letter of Credit. If an Irrevocable Letter of Credit is utilized, it shall be for the exclusive use and benefit of the City of Lino Lakes and shall state that it is issued to guarantee and assure performance by the Developer of all the terms and conditions of this Development Agreement and construction of all required improvements referenced therein in accordance with the ordinances and specifications of the City. The letter shall be in a form, and from a bank, as approved by the City. The City reserves the right to draw, in whole or in part, on any portion of the Irrevocable Letter of Credit for the purpose of guaranteeing the terms and conditions of this agreement. The Irrevocable Letter of Credit shall be automatically extended for additional periods of one year from present or future

expiration dates. The Irrevocable Letter of Credit may not be terminated without the City's written consent.

c. Not Applicable

d. Reduction of Security. The Developer may request reduction of the Letter of Credit or cash deposit based on prepayment or the value of the completed improvements at the time of the requested reduction.

11. **Warranty.** The Developer warrants all utility work required to be performed by it against poor material and faulty workmanship for a period of two years after its completion and acceptance by the City. All new streets shall be warranted by the developer for a period of one year from the time the final inspection of the street is completed and accepted by the City. All trees, grass and sod shall be warranted to be alive, of good quality and disease free for 12 months after planting. Prior to final acceptance of the Developer Improvements the City shall require a Performance Bond or Cash Escrow to cover the warranty provisions of this Agreement. The amount shall be determined by the City Engineer.

12. **Dedication.** The Developer shall dedicate to the City, at no cost to the City, any permanent or temporary easements that may be necessary for the construction and installation of the Developer Improvements. All such easements required by the City shall be in writing, in recordable form, containing such terms and conditions as the City shall determine.

13. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the public improvements lying within public right-of-way and easements shall become City property without further notice or action unless the improvements are to be deemed private infrastructure.

14. **Recording and Release.** The Developer agrees that the terms of this Development Agreement shall be a covenant on any and all property included in the Subdivision. The Developer agrees that the City shall have the right to record a copy of this Development Agreement with the Anoka County Recorder to give notice to future purchasers and owners. This shall be recorded against the Subdivision described on Page 1.

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

a. The Developer agrees to establish a non-interest bearing escrow account with the City in an amount determined by the City Administrator or his 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 C for breakdown of costs):

- i. Administration - 3% of Developer Improvement Costs
 - ii. City Engineering
 - iii. Street lighting installation (by utility company)
 - iv. Traffic signing improvements
 - v. Boulevard tree planting
 - vi. Street, storm sewer and pond maintenance
 - vii. Property Taxes. Should the recording of the Final Plat occur after July 1st, any and all property taxes on any public property dedicated as a part of this plat shall be the responsibility of the Developer.
- b. If the above escrow amounts are insufficient, the Developer shall make such additional deposits as required by the City. The City shall have a right to reimburse itself from the Escrow upon notice to the Developer, with suitable documentation supporting the charges.

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

- a. Park Dedication – Fee of \$10,000.
 - i. The original PUD Development Stage Plan/Preliminary Plat required sidewalks along the west and east lot lines of the subject outlot. These sidewalks are no longer required. The park dedication fee is equal to the cost of sidewalk that is being removed and will be used to construct pedestrian/bicycle facilities within the development.
- b. Street Lights – None required, paid with the original development.
- c. Sealcoating - Not required, paid with the original development.
- d. Aerial Photo Fees
- e. 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. Commercial/Industrial/Institutional (CII) trunk charges are based on a factor of 2.92 units per acre.

Sanitary Sewer \$1,505.00 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. Commercial/Industrial/Institutional availability charges shall be paid at the time of building permit. Fees are based on the number of sanitary access charge (SAC) units assigned by Metropolitan Council Environmental Services (MCES). Residential uses shall be assigned one unit per dwelling unit unless otherwise noted by MCES.

City Sewer (CSAC) \$1,408.00 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 C.

f. 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. Commercial/Industrial/Institutional (CII) trunk charges are based on a factor of 2.92 units per acre.

Water \$2,162.00 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. Commercial/Industrial/Institutional availability charges shall be paid at the time of building permit. Fees are based on the number of sanitary access charge (SAC) units assigned by Metropolitan Council Environmental Services (MCES). Residential uses shall be assigned one unit per dwelling unit unless otherwise noted by MCES.

City Water (CWAC)

\$1,360.00 Per SAC Unit

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

g. Surface Water Management Area Charges

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

17. Assessment of Charges and Waiver of Rights.

- a. In consideration of the construction of City Improvements listed in Paragraph 8 and /or provision of sewer, water and storm water services, the Developer agrees that the costs of City Improvements together with Trunk Sewer Unit Charge, Trunk Water Unit Charge and the Surface Water Management Area Charge (collectively, "the Charges") may be assessed against the Subdivision parcels. The Developer hereby waives any and all procedural and substantive objections to the special assessments, including notice and hearing requirements, any claim that the assessments exceed the benefit to the properties, and any right to appeal.
- b. Unless the Developer pays the entire balance owed for the Charges contemporaneously with the execution of this Agreement, the Developer shall provide to the City a cash escrow or irrevocable letter of credit in an amount equal to 35% of the total assessments for the Charges as estimated by the City Engineer (see Exhibit C). 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 upon Default.** In the event the Developer violates any of the covenants, conditions or agreements herein, violates any ordinance, rule or regulation of the City, County of Anoka, State of Minnesota or other governmental entity having jurisdiction over the plat or development, or fails to pay when due any installment of any special assessment levied pursuant to this agreement, or any interest thereon, the City at its option, in addition to its rights and remedies hereunder, after 10 days written notice to the Developer, may declare all of the unpaid special assessments which are then estimated or levied pursuant to this agreement due and payable in full, with interest. The City may seek recovery of such special assessments due and payable from the security provided herein. In the event that such security is insufficient to pay the outstanding amount of such special assessments plus accrued interest the City may certify such outstanding special assessments in full to the County Auditor pursuant to Minnesota Statutes section 429.061, subdivision 3, for collection the following year. The City, at its option, may commence legal action against the Developer to collect the entire unpaid balance of the special assessments then estimated or levied pursuant hereto, with interest, including reasonable attorney's fees, and Developer shall be liable for such special assessments and, if more than one, such liability shall be joint and several. In addition to any other rights and remedies upon Developer's default, the City may refuse to issue building permits and/or Certificates of Occupancy for any property within the Subdivision until such time as such default has been corrected to the satisfaction of the City. The Developer agrees to reimburse the City for all costs incurred by the City in the enforcement of this agreement, or any portion thereof, including court costs and reasonable engineering and attorneys' fees, if the City prevails in any enforcement action.

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

- a. Site grading, City sewer, water, storm sewer, and bituminous base construction of the streets, temporary street signs, gas, electric, and telephone are completed and approved by the City, except as provided below.
 - i. 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 building permits are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents or third parties. Any such costs shall be reimbursed from Developer's escrow.

19. Special Provisions.

- a. Conditions of approval required by Resolution No. 17-97 and Resolution No. 17-98 shall be met.

20. Hours of Construction Activity.

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

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

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

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

23. **General.**

a. **Binding Effect**

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

b. **Validity.**

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

c. **Notices**

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

Century Farm North Development, Inc.
Attn: Gary M. Uhde
3157 Berwick Knoll
Brooklyn Park, MN 55443

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

24. Land Use Controls - Planned Unit Development.

- a. Century Farm North is a Planned Unit Development (PUD) as approved by the City Council by Ordinance No. 12-03, Ordinance No. 06-14, Ordinance 07-11, Resolution No. 03-60, Resolution No. 14-43, Resolution No. 16-135 and Resolution No. 17-97.
- b. The City of Lino Lakes approved Resolution No. 17-97 to allow for Outlot C, Century Farm North 6th Addition be platted into four (4) single family lots.
- c. The building design standards as established in the R-2, Two Family Residential District shall apply to the four (4) single family lots except the PUD criteria as approved by Resolution No. 14-43 regarding garages and front porches shall also apply.
- d. Side yard setbacks of 7.5 feet on both sides of either the principal or attached accessory structure shall apply to the four (4) single family lots.
- e. Air conditioning equipment must be 10 feet from any side lot line. No encroachment shall be permitted in the drainage and utility easement.
- f. The certificate of survey submitted with each building permit shall show the location of a future minimum 10' x 10' deck.
- g. Morgan Lane is a private drive that shall be maintained by the Century Farm North Robinson Addition Homeowners Association. This includes the landscaping and ground cover on Outlot A, Century Farm North 7th Addition.

DEVELOPER

CITY OF LINO LAKES

By

By

Mayor

Its

President

ATTEST

By

City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

This instrument was acknowledged before me on 29th day of May, 2018,
by Jeff Reinert as Mayor of the City of Lino Lakes on behalf of said City.

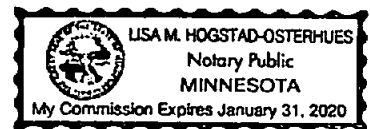
Julianne Bartell
Notary Public



STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

This instrument was acknowledged before me on 30 day of May, 2018
by Julianne Bartell as City Clerk of the City of Lino Lakes on behalf of said City.

Lisa Hogstad-Osterhues
Notary Public



STATE OF MINNESOTA)
) SS
COUNTY OF Anoka)

On this 7 day of June, 2018, before me, a Notary Public within and for said County, personally appeared Century Farm Develop. of Gary Udne (Developer), who executed the foregoing instrument.

Lisa Hogstad-Osterhues
Notary Public



This instrument was drafted by:

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

EXHIBIT A

Legal Description

Outlot C, Century Farm North 6th Addition

EXHIBIT B

Final Plat

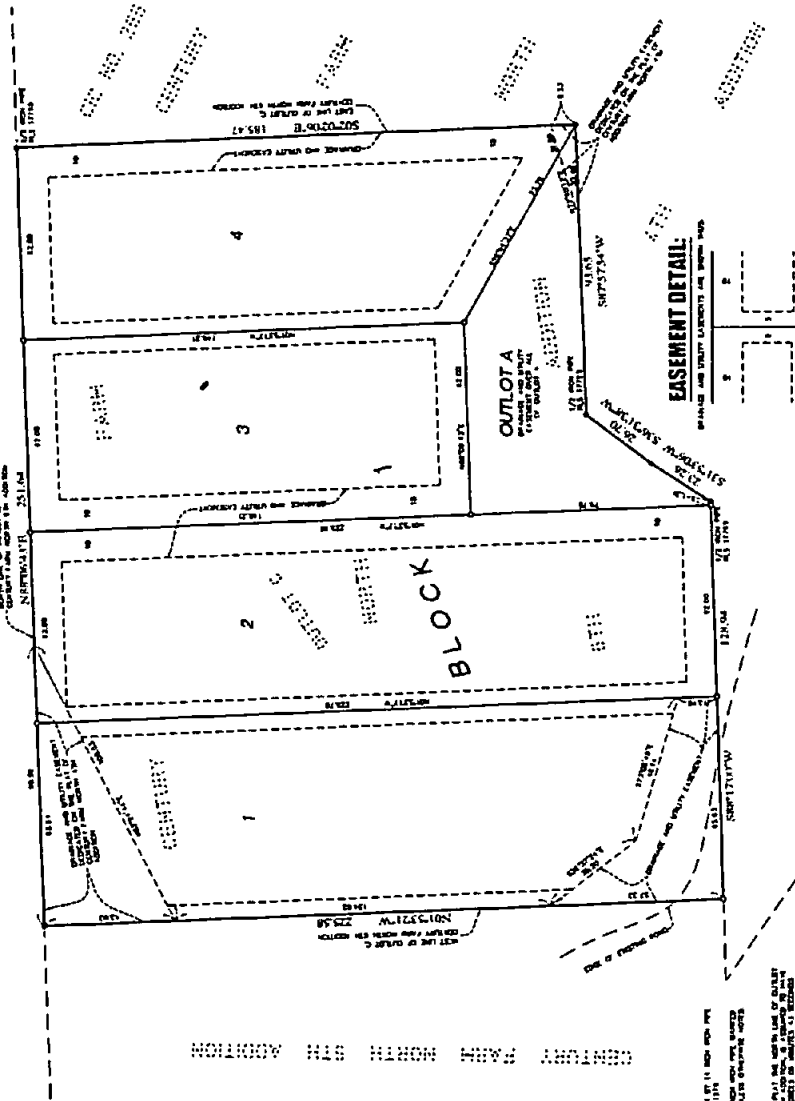
CENTURY FARM NORTH 7TH ADDITION

City of Lino Lakes
County of Anoka
SEC. 7, TWP. 31, RND. 22

CENTURY FARM NORTH 7TH ADDITION

CENTURY FARM NORTH 8TH ADDITION

ROBINSON DRIVE



ALL RIGHTS IN THESE PRESENTS And Century Farm North Development, Inc., a Minnesota corporation, owner of the following described property, to-wit: CENTURY FARM NORTH 7TH ADDITION, Section 7, Township 31 North, Range 22 West, County of Anoka, Minnesota, and Century Farm North Development, Inc., a Minnesota corporation, has caused these presents to be signed by its proper officer, CENTURY FARM NORTH DEVELOPMENT, INC.

City of Lino Lakes, Minnesota
State of Minnesota
I, _____, Mayor of the City of Lino Lakes, Minnesota, do hereby certify that the foregoing is a true and correct copy of the original of the above described plat as the same appears on file in the office of the City Clerk of the City of Lino Lakes, Minnesota.

City of Lino Lakes, Minnesota
State of Minnesota
I, _____, City Clerk of the City of Lino Lakes, Minnesota, do hereby certify that the foregoing is a true and correct copy of the original of the above described plat as the same appears on file in the office of the City Clerk of the City of Lino Lakes, Minnesota.

County of Anoka, Minnesota
State of Minnesota
I, _____, County Clerk of the County of Anoka, Minnesota, do hereby certify that the foregoing is a true and correct copy of the original of the above described plat as the same appears on file in the office of the County Clerk of the County of Anoka, Minnesota.

County of Anoka, Minnesota
State of Minnesota
I, _____, County Clerk of the County of Anoka, Minnesota, do hereby certify that the foregoing is a true and correct copy of the original of the above described plat as the same appears on file in the office of the County Clerk of the County of Anoka, Minnesota.

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State of Minnesota
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County of Anoka, Minnesota
State of Minnesota
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State of Minnesota
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State of Minnesota
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State of Minnesota
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State of Minnesota
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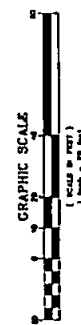
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State of Minnesota
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County of Anoka, Minnesota
State of Minnesota
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NORTH

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

PRINTED 02/20/2019

EXHIBIT C

Securities, Escrows & Fees

EXHIBIT C
Securities, Escrows & Fees

PROJECT: Century Farm North 7th Addition
APPLICANT: Century Farm North Development, Inc.

NUMBER OF REUs: 4
NO. OF LOT FRONTAGES 4
AREA: 1.2

IMPROVEMENTS	COST
<u>DEVELOPER IMPROVEMENT COSTS (Public)</u>	
SITE GRADING	\$7,000
EROSION CONTROL	\$2,470
LANDSCAPING	\$2,000
SIDEWALK & TRAIL	\$0
STREETS	\$42,038
STORM SEWER CONST.	\$3,500
SANITARY SEWER CONST.	\$2,275
WATERMAIN CONST.	\$16,125
ENGINEERING & SURVEYING	\$10,000
Total	<u>\$85,408</u>
Letter of Credit Amount X 150%	<u>\$128,111</u>
 <u>ESCROW for CITY'S COSTS</u>	
ADMINISTRATION	\$2,570
ENGINEER PLAN REVIEW	\$500
ENGINEER CONSTRUCTION SERVICES	\$2,500
PROJECT FINAL DOCUMENTS & CITY ENGINEER	\$2,500
STREET LIGHT INSTALLATION	\$0
STREET & STORMWATER MAINTENANCE	\$1,500
PROPERTY TAXES	\$0
BOULEVARD TREE PLANTING	\$1,940
Total	<u>\$11,510</u>
 <u>DEVELOPMENT FEES</u>	
PARK DEDICATION	\$10,000
PARK DEDICATION CREDIT	\$0
Subtotal Park Dedication Fee	\$10,000
AUAR	\$0
SEAL COATING FEE	\$0
GIS MAPPING FEE	\$360
STREET LIGHTING OPERATION	\$0
Total	<u>\$10,360</u>
 <u>TRUNK SANITARY SEWER</u>	
TRUNK CHARGE PER ACRE	\$6,020
AVAILABILITY CHARGE PER SAC UNIT	\$5,832
TRUNK SANITARY SEWER CREDIT	\$0
<u>TRUNK WATERMAIN</u>	
TRUNK CHARGE PER ACRE	\$8,648
AVAILABILITY CHARGE PER SAC UNIT	\$5,440
TRUNK WATERMAIN CREDIT	\$0
TOTAL TRUNK SEWER & WATER FEES	<u>\$25,740</u>
 <u>SURFACE WATER MANAGEMENT</u>	
SURFACE WATER MANAGEMENT	Paid with CFN6
SURFACE WATER MANAGEMENT CREDIT	\$0
TOTAL SURFACE WATER MANAGEMENT FEES	<u>\$0</u>
Total	<u>\$25,740</u>
Letter of Credit Amount X 35%	<u>\$9,010</u>
 <u>SUMMARY OF COSTS</u>	
SECURITY: DEVELOPER IMPMENT COSTS	\$128,111
ESCROW FOR CITY COSTS	\$11,510
DEVELOPMENT FEES	\$10,360
SECURITY: TRUNK FEES	\$9,010

ANOKA COUNTY MINNESOTA

Document No.: 2201113.001 ABSTRACT

I hereby certify that the within instrument was filed in
this office for record on: 06/07/2018 11:36:00 AM

Fees/Taxes In the Amount of \$46.00

JONELL M. SAWYER

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

KAK, Deputy

Record ID: 4119005